

Village of Carol Stream

BOARD MEETING AGENDA DECEMBER 7, 2015 7:30 P.M.

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

A. ROLL CALL AND PLEDGE OF ALLEGIANCE: Girl Scout Troop 42129 from Carol Stream School will present the Flag and lead the Audience in the Pledge of Allegiance.

B. MINUTES:

1. Approval of Minutes of the November 16, 2015 Special Workshop Meeting.
2. Approval of Minutes of the November 16, 2015 Regular Village Board Meeting.

C. LISTENING POST:

1. Resolution Honoring Keith Anderson upon his Retirement from Employment with the Village of Carol Stream.
2. Proclamation Declaring December Drunk & Drugged Driving Prevention Month.
3. Year of the Volunteer Spotlight: Scouting District Council Commissioner, Ron Calderone.
4. Girl Scout Troop 42129, Carol Stream School-Video Presentation on Buddy Benches for School District 93.
5. Addresses from Audience (3 Minutes).

D. PUBLIC HEARINGS:

E. SELECTION OF CONSENT AGENDA:

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

F. BOARD AND COMMISSION REPORTS:

G. OLD BUSINESS:

Village of Carol Stream

BOARD MEETING

AGENDA

DECEMBER 7, 2015

7:30 P.M.

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H. STAFF REPORTS AND RECOMMENDATIONS:

1. 2016 Residential Solid Waste Collection Rate Schedule. *Staff recommends approval of an increase of 19¢ per month or \$2.28 per year in the cost of single family service.*
2. 2015 Pavement Marking Project-Final Payment and Acceptance. *Staff recommends approval of final payment to Superior Road Striping in the amount of \$41,431.50 and acceptance of the 2015 Pavement Marking Project.*
3. 2015 Asphalt Surface Treatment Project (Rejuvenator)-Final Payment and Acceptance. *Staff recommends approval of final payment to American Road Maintenance in the amount of \$12,487.19 and acceptance of the 2015 Asphalt Surface Treatment Project.*
4. Approval to Purchase two (2) Replacement Squad Cars with one vehicle paid for with DUI Tech Fund money. *Staff recommends the purchase of two (2) Dodge Durangos in the amount of \$63,264 to replace Squads 688 and 697.*
5. Agreement for Operations, Maintenance and Management Services of the Water Reclamation Center. *Per prior Village Board direction, Staff recommends approval of a ten (10) year Agreement for Operations, Maintenance and Management Services of the Water Reclamation Center.*
6. Changes in Bank Account Signors. *Motion authorizing Village Staff to execute documents changing authorized signors on accounts held at Wheaton Bank & Trust Company as a depository for Village funds and authorizing the creation of a new account for the processing of passport documents due to Staff turnover.*

I. ORDINANCES:

1. Ordinance No. ____ Adopting Rules and Regulations of the Board of Fire and Police Commissioners. *Staff recommends approval of the amendments made by the Board of Fire & Police Attorney effective January 1, 2016.*

Village of Carol Stream

BOARD MEETING

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J. RESOLUTIONS:

1. Resolution No. ____ Declaring Surplus Property Owned by the Village of Carol Stream. *Staff recommends declaring surplus identified equipment within the Public Works Department.*
2. Resolution No. ____ Granting a Sanitary Sewer Easement to the Wheaton Sanitary District (Community Park). *Staff recommends approval of the Sanitary Sewer Easement in Community Park.*

K. NEW BUSINESS:

1. Raffle License for the Carol Stream Chamber of Commerce. *Request for a waiver of fees and Manager's Fidelity Bond for the Carol Stream Chamber of Commerce's annual Holiday Social to be held on December 10, 2015.*

L. PAYMENT OF BILLS:

1. Regular Bills: November 17, 2015 through December 7, 2015.
2. Addendum Warrants: November 17, 2015 through December 7, 2015.

M. REPORT OF OFFICERS:

1. Mayor:
2. Trustees:
3. Clerk: 2016 Schedule of Meetings.
The 2016 Schedule of Meetings is attached for Village Board review and approval.
4. Treasurer's Report: Revenue/Expenditure Statements and Balance Sheet for the Month Ended October 31, 2015.

N. EXECUTIVE SESSION:

1. Pending Litigation.

Village of Carol Stream

BOARD MEETING

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O. ADJOURNMENT:

LAST ORDINANCE	2015-11-28	LAST RESOLUTION	2840
NEXT ORDINANCE	2015-12-29	NEXT RESOLUTION	2841

Village of Carol Stream

Special Meeting of the Village Board

Capital Improvement Program Update

Discussion of Village Board Goal – Branding

Gregory J. Bielawski Municipal Center

500 N. Gary Avenue, Carol Stream, IL 60188

November 16, 2015

6:00 p.m. – 7:25 p.m.

Meeting Notes

ATTENDANCE:

Mayor Frank Saverino, Sr.

Trustee Dave Hennessey

Trustee John LaRocca

Trustee Rick Gieser

Trustee Mary Frusolone

Trustee Greg Schwarze

Trustee Matt McCarthy

Village Clerk Laura Czarnecki

Joseph E. Breinig, Village Manager

Bob Mellor, Assistant Village Manager

Chris Oakley, Asst. to the Village Manager

John Batek, Finance Director

Jim Knudsen, Director of Engineering

Phil Modaff, Director of Public Works

Ed Sailer, Police Chief

Don Bastian, Community Dev. Dir.

Caryl Rebholz, Employee Relations Dir.

Marc Talavera, Information Systems Dir.

The meeting was called to order at 6:00 p.m. by Mayor Frank Saverino, Sr. and the roll call read by Village Clerk Laura Czarnecki. The result of the roll call vote was as follows:

Present: Mayor Saverino, Sr., Trustees Hennessey, LaRocca, Gieser, Frusolone, Schwarze and McCarthy

Absent:

Capital Improvement Program Update

Village Engineer Jim Knudsen provided the Village Board an update on the status of the Capital Improvement Program projects.

2015-2016 Capital Improvement Program Update was presented as follows:

Agenda

- Completed Or Substantially Completed Projects
- Initiated But Uncompleted Projects
- Projects Not Initiated
- Revised 5 Year CIP Recommendations

Completed or Substantially Completed CIP Projects

- Pavement Preventative Maintenance Program Projects
 - Preservative Sealing
 - Restorative Sealing
 - Fiberized Crackfilling
- Flexible Pavement Project
- Indianwood Drive Pavement Reconstruction Project
- Kuhn Road Pavement Rehabilitation Project
- Gary Avenue Improvements Project
- Streetlight Replacement Program Project
- WRC Improvement Projects
 - Phase I Pumping Station
 - Phase II Pumping Station
 - Non-Potable Hydrant Replacement
 - Blower Building #1 Roof Replacement
 - Administration Building Roof Replacement
- PWC Front Parking Lot Resurfacing Project

Initiated But Uncompleted CIP Projects

- Lies Road Pavement Rehabilitation Project – Preliminary Engineering
- West Branch DuPage River Trail – Final Eng. & Easement Acquisitions
- Carol Stream - Bloomingdale Trail Improvements Project – Preliminary Eng.
- Lies Road Bike Path Extension Project – Preliminary Eng.
- Schmale Road Water Main Replacement Project – Preliminary Eng. & Easement Acquisitions

CIP Projects Not Initiated

- Southeast Bike Path Project – Final Engineering & Easement Acquisitions
- Water System Studies – Southwest Area & Comprehensive
- Aztec Drive Sanitary Sewer Replacement Project – Final Engineering
- Roadway Drainage Improvements Project – Final Eng.
- Tubeway & Westgate Stormwater Study
- Flood Plain Structure Buyout Program Project – Acquisition Relocation & Demolition
- Kehoe Boulevard Stream Bank Stabilization Project – Concept Design & Grant Application
- Klein Creek Section I Stream Bank Stabilization Project – Concept Design & Watershed Plan Amendment

Revised Five Year CIP Recommendation

- Southeast Bike Path Project
 - Check for CDBG Funding Eligibility
 - Reprogram to FY17
- Water System Studies
 - Select Consultant & Begin Studies
- Aztec Drive Sanitary Sewer Replacement Project
 - Re-video Sewer
 - Select Consultant & Begin Final Engineering
- Roadway Drainage Improvements Project
 - Enlarge Project Scale (\$200K)
 - Rebid Next March
 - Revise Future Budget Costs
- Tubeway & Westgate Stormwater Study

- Finalize Request For Qualifications (RFQ)
- Postpone 1 Year to FY17
- Roadway Drainage Improvements Project
 - Enlarge Project Scale (\$200K)
 - Rebid Next March
 - Revise Future Budget Costs
- Tubeway & Westgate Stormwater Study
 - Finalize Request For Qualifications (RFQ)
 - Postpone 1 Year to FY17

The Village Board concurred with staff recommendations contained in the CIP Update.

Discussion of Village Board Goal - Branding

Assistant to the Village Manager Chris Oakley provided a brief history of the Carol Stream Brand and requested direction on future branding efforts.

Village Goal #5 – Branding – was presented as follows:

Goal Rankings

- 1- Adequate Staffing **11**
- 2- New Revenue Sources **9**
- 3- Budget Status **9**
- 4- Economic Development **5**
- 5- Branding/Public Relations **5**
- 6- Technology Improvements **4**
- 7- Infrastructure **2**

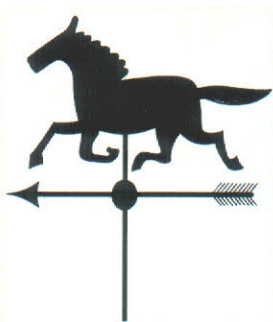
Goal Objectives

- Design New Village Logo;
- Develop Village Slogan;
- Create a central Communications Person/Portal for Social Media;
- Reevaluate entry way Signage.

Branding Element: Logo

- **Village LOGOS thru the Years**

1959



1968

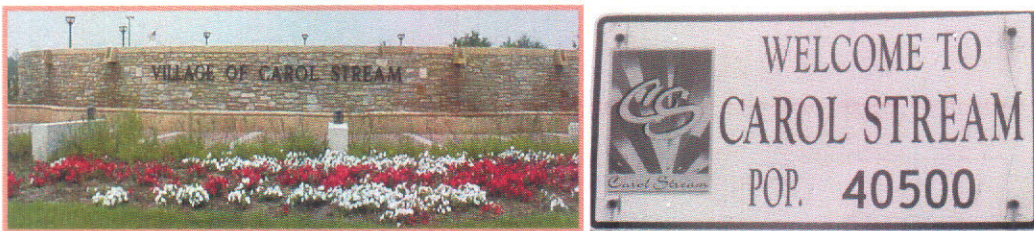


1996



'Our roots are down & we're branching out'

Branding Element: Entry Signs



Branding Element: Recognition



Branding: Consensus

- What does branding/rebranding effort entail?
- Are the lanon stone corridor signs along North & Gary Ave. to be considered in a rebranding effort?
- How should Centralized Communications be handled? Staff, contractual or combination?

Branding Process

- Draft & Solicit RFP/Q, Interview Consultants, Select Firm & Contract w/ Consultant
- Consultant Solicits Community Perception & Feedback Surveys, Interviews, Focus Groups, Contests/Competition
- Consultant Reviews & Presents Research Consultant Presents Branding Concept
- Final Branding Concept Selected
- Develop a Rebranding Implementation Plan
- Rebranding Effort Commences
- Entire Process: 15 – 18 Months on Average

Branding: Cost & Deliverables

- **COST:** A typical consulting fee for a municipal branding effort ranges from \$80,000 - \$175,000. Some firms charge a flat fee + a not-to-exceed travel allowance. Other firms charge an hourly rate ranging from \$100- \$175/hour.

- **PRODUCT DELIVERABLES:**
 - Logo Image
 - Slogan/Tag Line
 - Narrative Statement (Brand Platform)
 - Implementation Plan– Recommended Action Steps

Rebranding Campaign

Non-Printed Materials

- Vehicle/Truck Decals
- Uniforms Patches
- Marketing Brochures
- Municipal Flag
- Corporate Seal
- Fold Over Stop Signs
- Pens, Pins & Tokens

Printed Materials

- Letterhead & Envelopes
- Business Cards
- Desk Notepads
- Formal Permit/Certificates
- Police Reporting Forms
- Employee ID Cards
- Inspection Report Forms
- Village Street Map

Guidance & Direction

1. Project Timing: If FY16-17 budget resources are insufficient to accomplish top 3- 4 goals, does this goal get pushed back (reprioritized) to future years?
2. Project Cost: Is there an acceptable project cost for completing this goal:
 - Consultant Services -** \$ 90,000
 - Est. Rebranding Campaign -** \$100,000
3. Project Metrics: Are there a success measures you envision for this goal? Qualitative? Quantitative?

Trustee Gieser stated we can gather enough information without a consultant on who we are as a Village at little to no cost, and to design a new logo. Village Board fears spending large sums of consultant dollars and not getting a useful product. Several Village Board members described branding efforts by their employers with varying degrees of success. Not everyone will buy into the slogan. Trustee Hennessey suggested an in-house person would be more invested than a consultant who designs a logo and is gone at the end of the process. Mayor Saverino asked what is the goal of rebranding and designing a new logo? Mayor Saverino stated Carol Stream is a faith based community without a “Hook to draw people to Carol Stream”. Each Board member weighed in on why they chose Carol Stream to live.

Mayor Saverino suggested we look at doing a short Economic Development video that can be given to realtors and business prospects. Trustee Hennessey would like to see Carol Stream as a place where young people want to live and raise a family.

Village Manager Breinig stated staff would bring this matter back for discussion on December 7, 2015 as the budget is being prepared at this time and any dollars for branding would need to be considered during the budget cycle.

There being no further business, Trustee McCarthy moved and Trustee Schwarze made the second to adjourn the Special Board meeting. The meeting was adjourned unanimously at 7:25 p.m.

FOR THE BOARD OF TRUSTEES

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

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

November 16, 2015

Mayor Frank 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 Jim Rhodes

*All persons physically present at meeting unless noted otherwise

Mayor Frank Saverino, Sr. led those in attendance in the pledge of allegiance.

MINUTES:

Trustee LaRocca moved and Trustee McCarthy made the second to approve the Minutes of the November 2, 2015 Special Workshop Meeting of the Village Board. The results of the roll call vote were as follows:

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

Abstain: 0

Absent: 0

The motion passed.

Trustee Gieser moved and Trustee Frusolone made the second to approve the Minutes of the November 2, 2015 Regular Board Meeting of the Village Board. The results of the roll call vote were as follows:

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

Abstain: 0

Absent: 0

The motion passed.

LISTENING POST:

1. Presentation to Jack Mensching, President of Itasca Bank & Trust Co. *Mayor Saverino presented Jack Mensching (in absentia) a token of appreciation for moderating the Shape of Carol Stream events.*
2. Swearing in of Sergeant Donald Cummings. *On October 13, 2015, the Board of Fire and Police Commissioners approved the promotion of Officer Donald Cummings to Sergeant effective November 16, 2015. Mayor Saverino swears in Officer Donald Cummings as Sergeant.*
3. Year of the Volunteer Spotlight: Christmas Sharing Program, Eileen Molloy. *Trustee Gieser introduced Eileen Molloy who described the volunteer and charitable efforts of the Christmas Sharing Program now in its 36th year, the recipients of which are primarily the working poor and the senior citizens of Carol Stream. Those in need can register at the Village Hall, Lutheran Church of the Master and Villagebrook Apartments.*
4. 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 McCarthy moved and Trustee Hennessey 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.** Recommendation to approve a Development Agreement with Crafty, LLC, an internet retailer of craft beer, requiring reporting of all sales associated with the business as being from Carol Stream for sales tax remittance.
- 2.** Agreement with GovTemps USA for Professional Administrative Services.
- 3.** Amendment No. 1 to the Independent Contractor Agreement for Snow Removal Services.
- 4.** Ordinance No. 2015-11-26 Amending the Carol Stream Code of Ordinances, Chapter 11, "Intoxicating Liquors", with respect to the Regulation of Video Gaming Fees.
- 5.** Ordinance No. 2015-11-27 Amending the Carol Stream Code of Ordinances, Chapter 11, "Intoxicating Liquors", Section 11-2-7, "Classification of Licenses", with respect to Liquor License Fees.
- 6.** Ordinance No. 2015-11-28, An Ordinance Providing for the Levy and Assessment of Taxes in the amount of \$3,440,000, for Fiscal Year Beginning May 1, 2015 and Ending, April 30, 2016, for the Village of Carol Stream, DuPage County, Illinois.
- 7.** Payment of Regular and Addendum Warrant of Bills.

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

Ayes: 6 Trustees 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.

Recommendation to approve a Development Agreement with Crafty, LLC, an internet retailer of craft beer, requiring reporting of all sales associated with the business as being from Carol Stream for sales tax remittance:

The Village Board approved the Development Agreement with Crafty, LLC.

Agreement with GovTemps USA for Professional Administrative Services. Recommendation to revise existing Agreement with GovTemps USA to staff the Office Manager position within the Administration Department for the period January 1, 2016 through December 31, 2016:

The Village Board approved the revised Agreement with GovTemps USA to staff the Office Manager position for January 1 through December 31, 2016.

Amendment No. 1 to the Independent Contractor Agreement for Snow Removal Services:

The Village Board approved Amendment No. 1 to the Independent Contractor Agreement for Snow Removal Services with AJD Concrete Construction Corp.

Ordinance No. 2015-11-26 Amending the Carol Stream Code of Ordinances, Chapter 11, "Intoxicating Liquors", with respect to the regulation of Video Gaming Fees:

The Village Board approved Amendments to the Carol Stream Code of Ordinances, Chapter 11, with respect to the Regulation of Video Gaming Fees.

Ordinance No. 2015-11-27 Amending the Carol Stream Code of Ordinances, Chapter 11, "Intoxicating Liquors", Section 11-2-7, "Classification of Licenses", with respect to Liquor License Fees:

The Village Board approved Amendments to the Carol Stream Code of Ordinances, Chapter 11, with respect to the Liquor License Fees.

Ordinance No. 2015-11-28, An Ordinance Providing for the Levy and Assessment of Taxes in the amount of \$3,440,000, for Fiscal Year Beginning May 1, 2015 and Ending, April 30, 2016, for the Village of Carol Stream, DuPage County, Illinois:

The Village Board approved the tax levy request of the Library Board based on how the Library is organized under Illinois Statutes.

Regular Bills and Addendum Warrant of Bills:

The Village Board approved payment of the Regular Bills dated November 16, 2015 in the amount \$598,901.04. The Village Board approved the payment of the Addendum Warrant of Bills from November 3, 2015 thru November 16, 2015 in the amount of \$539,796.13.

Non Consent Agenda

Ordinance No. ____ Prohibiting the Use of Groundwater as a Potable Water Supply by the Installation or Use of Potable Water Supply Wells or by any other Method.

Trustee McCarthy moved and Trustee Hennessey made the second to Table the Ordinance prohibiting the use of groundwater as a potable water supply by the installation or use of potable water supply wells or by any other method. The results of the roll call vote were as follows:

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

Abstain: 0

Absent: 0

The motion passed.

Resolution No. ____ Authorizing the Execution of a Limited Environmental Indemnity Agreement between the Village of Carol Stream and Buchanan Energy(s) LLC.

Trustee McCarthy moved and Trustee Hennessey made the second to Table the Resolution authorizing the execution of a Limited Environmental Indemnity Agreement between the Village of Carol Stream and Buchanan Energy(s) LLC. The results of the roll call vote were as follows:

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

Abstain: 0

Absent: 0

The motion passed.

Presentation of 2015-2016 Snow Plan. Receipt of the Snow Plan for the winter season amended to include snow removal, as previously directed, from sidewalks/paths near Glenbard North High School:

Received. Village Manager Breinig reminded residents that in the Village's efforts to reduce salt use, salt will only be applied on the final plowing pass and will not be applied to courts and cul de sacs.

Report of Officers:

Trustee LaRocca thanked Jack Mensching for moderating the Shape of Carol Stream. He congratulated Sgt. Cummings on his promotion and thanked Eileen Molloy for the Christmas Sharing Program.

Trustee Gieser thanked Jack Mensching for moderating the Shape of Carol Stream. He congratulated Sgt. Cummings on his promotion and thanked Eileen Molloy for the Christmas Sharing Program. Donations of new unwrapped toys and food to Christmas Sharing Program can be made at the Village Hall, Simkus Center, Fountain View Recreation Center and the Carol Stream Library. Nominations for the Christmas Decorating Contest can be emailed to decoratingcontest@carolstream.org. The deadline is December 18, 2015. The Tree Lighting Ceremony is on December 4th. 2015 Citizen of the Year nominations deadline is December 18th. More information can be found at www.citizenoftheyear.com. Vehicle sticker contest applications can be found via www.carolstream.org with a deadline of December 18, 2015. The winner of the vehicle sticker contest gets 1 year of Culver's frozen custard. Glenbard North High School is doing their theatre production "I Hate Hamlet" from November 19, 2015 through November 21, 2015. West Chicago Community High School is doing "Inherit the Wind" from November 19, 2015 through November 21, 2015.

Trustee Schwarze congratulated Sgt. Cummings on his promotion and thanked Eileen Molloy for the Christmas Sharing Program. Please shop Carol Stream.

Trustee Hennessey stated please remember the victims of the Paris Terrorist attacks. Thanksgiving is a time to give for people who are in need.

Trustee Frusolone congratulated Sgt. Don Cummings and wishes everyone a Happy Thanksgiving. Tree Lighting has been moved to the first Friday in December. The Library Holiday Program is on December 6th from 1 to 4:30 p.m. This is the 50th anniversary of the Citizen of the Year to recognize those who give back to the community.

Trustee McCarthy congratulated Sgt. Cummings on his promotion and thanked Eileen Molloy for the Christmas Sharing Program. He also thanked all of those who dropped off candy for the Christmas Sharing Program.

Village Clerk Czarnecki thanked Eileen Molloy and congratulated Sgt. Don Cummings.

Village Manager Breinig congratulated Sgt. Don Cummings and thanked Jack Mensching and Itasca Bank and Trust for moderating the Shape of Carol Stream.

Mayor Saverino congratulated Sgt. Don Cummings and thanked Eileen Molloy and the Social Services Division. Mayor wished everyone a Happy Thanksgiving.

At 8:27 p.m. Trustee McCarthy moved and Trustee Frusolone made the second to adjourn the meeting. The results of the roll call vote were as follows:

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

Nays: 0

Absent: 0

The motion passed.

FOR THE BOARD OF TRUSTEES

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

A RESOLUTION HONORING KEITH ANDERSON UPON HIS RETIREMENT FROM EMPLOYMENT WITH THE VILLAGE OF CAROL STREAM

WHEREAS, Keith Anderson was hired as Code Enforcement Officer by the Village of Carol Stream on November 27, 2000; and

WHEREAS, following a reorganization of the Community Development Department, Keith Anderson was promoted to Code Professional II in 2009; and

WHEREAS, during Keith Anderson's time working in the Community Development Department, the Village experienced numerous residential, commercial and non-profit developments and redevelopments including Easton Park, The Fountains at Town Center (residential and commercial), Home Depot, Lowe's, Caputo's, Peacock Engineering, Zones, and the Fountain View Recreation Center; and

WHEREAS, Keith Anderson conducted various inspections at each of the above-noted developments to ensure that buildings were constructed in accordance with the approved plans and adopted Building Codes; and

WHEREAS, Keith Anderson worked cooperatively with Police Department and Fire Protection District personnel, capably serving as the primary after hours emergency responder for incidents involving damage to buildings caused by fires, floods, or vehicle impact, to determine whether such buildings were safe to occupy; and

WHEREAS, Keith Anderson was a reliable and dedicated employee who was always willing to help out a coworker.

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

SECTION 1: Keith Anderson's service and dedication to the Village of Carol Stream are hereby recognized and commended.

SECTION 2: Keith Anderson is wished the very best of happiness and health in the future.

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

PASSED AND APPROVED ON THIS 7th DAY OF DECEMBER 2015.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

PROCLAMATION

DECLARING DECEMBER DRUNK & DRUGGED DRIVING PREVENTION MONTH

WHEREAS, approximately 11,000 Americans are killed each year in highway crashes involving an alcohol or drug-impaired driver; and

WHEREAS, in 2013, a total of 1,150 children were killed in highway accidents of which 200 involved an impaired driver and 120 of those were a passenger in the impaired driver's vehicle; and

WHEREAS, the majority of alcohol-related traffic accidents recorded in a calendar year occur during the December holiday season; and

WHEREAS, for tens of thousands of families across our nation, the December holiday season is a time when they remember loved ones they lost to an impaired driver during a previous holiday season; and

WHEREAS, community-based programs that include awareness education, strict driving laws and active traffic enforcement have proven to be successful in reducing the incidences of alcohol and drug impaired driving; and

WHEREAS, traffic safety organizations across our nation have joined together this holiday season to support the '**Drive Sober or Get Pulled Over**' Campaign to support anti-impaired driving programs and policies; and

WHEREAS, the Carol Stream Police Department is committed to making our roadways safer this holiday season.

NOW THEREFORE, BE IT PROCLAIMED, that I, Mayor Frank Saverino Sr. & the Carol Stream Village Board of Trustees, DuPage County, Illinois, in the exercise of its home rule powers does hereby proclaim December 2015

Drunk & Drugged Driving Prevention Month

in Carol Stream and hereby calls on residents, government agencies, local business leaders, hospitals and civic organizations to support the Village's efforts to prevent drunk and drugged driving this holiday season.

PROCLAIMED THIS 7th DAY OF DECEMBER 2015.

Frank Saverino Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

Village of Carol Stream
Interdepartmental Memo

DATE: December 3, 2015

TO: Mayor Saverino Sr. & the Village Board of Trustees
 Joseph E. Breinig, Village Manager

FROM: Christopher M. Oakley, Asst. to the Village Manager

RE: 2016 Residential Solid Waste Collection Rate Schedule

Section 5.2 (Contractor Compensation) of the current residential refuse collection agreement with Flood Brothers Disposal & Recycling Services Co. provides that a Chicagoland- CPI-U (less food & energy) factor be used to calculate monthly rate adjustments for collection years 2016-2019. The 12 month Chicagoland CPI-U less food & energy through October 2015 is + 1.1% (attachment #1). Attached are the proposed 2016 collection year rates from the Flood Brothers Disposal Co. that applies the allowable inflation factor provided for in the Village’s residential franchise agreement (attachment #2).

An updated market survey for DuPage County municipalities who have fixed rate residential refuse collection programs follows:

Community	2015	2016	2016 Rank
Bartlett	\$20.87	\$21.50	4
Bensenville	\$22.58	\$23.33	8
Bloomington	\$23.16	\$24.06	9
Carol Stream	\$19.20	\$19.39	1
Glendale Heights	\$20.95	\$22.06	6
Hanover Park	\$22.46	\$23.19	7
Oak Brook	\$20.92	\$21.65	5
Roselle	\$18.88	\$19.43	2
Villa Park	\$19.90	\$20.62	3

The market survey above shows that the Village currently ranks the lowest of 9 communities who have adopted a fixed (flat) rate program. The median average monthly rate of our comparable DuPage County communities for residential waste hauling is \$21.65/mo. (\$259.80/yr.) while the mean average is \$21.69 (\$260.30/yr.). The Village’s proposed 2016 rate of \$19.39/mo. is \$2.30 less than the 2016 mean average and approximately \$2.26 less than the median average for comparable DuPage County communities. With the approval of this rate adjustment, it will cost homeowners an additional 76¢ per billing period throughout 2016 bringing the total cost of general refuse pick up service to \$232.68. Upon approval, the new rates will become effective January 1st and be reflected in the Jan. – April 2016 invoice which gets mailed to residential customers later this month. Please include the 2016 residential waste collection rate proposal on the upcoming December 7th meeting agenda for consideration by the Village Board.

Attachment #2

Proposed 2016 Residential Refuse Collection Rate Schedule

SERVICE	2015 RATE	INFLATION	PROPOSED 2016 RATE
Single-Family Service/Mo.	\$19.20	1.011	\$19.39
Seniors (65 years+)/ Mo.	\$ 12.48	1.011	\$ 12.60
Yard Waste Sticker	\$ 2.15	1.011	\$ 2.15
Leaf Waste Sticker	\$1.15	1.011	\$ 1.15
Bulk Item Pick Up	\$5.00	1.011	\$ 5.05
Special Collection	\$18.97	1.011	\$ 19.16/2 c.y.
95-Gallon Toter Service /Mo.	\$ 22.06	1.011	\$22.30
White Good Appliances	NO CHARGE		NO CHARGE

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods Chicago-Gary-Kenosha, IL-IN-WI (1982-84=100 unless otherwise noted) - Continued

Item and Group	Indexes			Percent change from-		
	Aug. 2015	Sep. 2015	Oct. 2015	Oct. 2014	Aug. 2015	Sep. 2015
All items less energy.....	233.963	234.369	234.474	1.2	0.2	0.0
All items less food and energy.....	233.181	233.621	233.572	1.1	0.2	0.0

(1) This index series was calculated using a Laspeyres estimator. All other item stratum index series were calculated using a geometric means estimator.

(2) Index is on a December 1982=100 base.

(3) Special index based on a substantially smaller sample.

(4) Indexes on a December 1993=100 base.

(5) Indexes on a December 1997=100 base.

- Data not available.

Note: Index applies to a month as a whole, not to any specific date.



Flood Brothers

DISPOSAL/RECYCLING SERVICES
17 W. 697 BUTTERFIELD RD., SUITE E OAKBROOK TERRACE, IL 60181
630.261.0400 FAX: 630.261.0575

December 2, 2015

Mr. Christopher Oakley, Assistant Village Manager
Village of Carol Stream
500 N. Gary Avenue
Carol Stream, IL. 60188

RE: Proposed 2016 Residential Solid Waste Collection Rate Schedule

Dear Chris,

Flood Bros Disposal Co is proposing a rate change of 1.1 % for year collection year 2016

Our Proposed Residential Rate Escalation is based on the Chicagoland Consumer Price Index for All Urban Wage Earners (CPI-U less food & energy) compiled by the U.S. Department of Labor, Bureau of Labor Statistics or a maximum 1 year increase of 3% whichever is less. In accordance with the agreement we have used the preceding November CPI as the factor for determining the percentage increase of.

Rates for 2016 would be as follows;

Single-family	1/01/2015 thru 12/31/2015 1/01/2016 thru 12/31/2016	\$19.20/MO \$19.39/MO
Seniors (65 years & older)	1/01/2015 thru 12/31/2015 1/01/2016 thru 12/31/2016	\$12.48/MO \$12.60/MO
White Good Appliances	1/01/2015 thru 12/31/2015 1/01/2016 thru 12/31/2016	NO CHARGE NO CHARGE
Special Collection	1/01/2015 thru 12/31/2015 1/01/2016 thru 12/31/2016	\$18.97/2 C.Y. \$19.16/2 C.Y.
Bulk Item	1/01/2015 thru 12/31/2015 1/01/2016 thru 12/31/2016	\$5.00 PER ITEM \$5.00 PER ITEM
Yard Waste Sticker	1/01/2015 thru 12/31/2015 1/01/2016 thru 12/31/2016	\$2.15 EA. \$2.15 EA.
Leaf Sticker	1/01/2015 thru 12/31/2015 1/01/2016 thru 12/31/2016	\$1.15 EA. \$1.15 EA.
95 Gallon Toter Rental: (Refuse & Yard Waste)	1/01/2015 thru 12/31/2015 1/01/2016 thru 12/31/2016	\$22.06/MO \$22.30/MO

www.floodbrothersdisposal.com

Safety, Make it Personal





Flood Brothers

DISPOSAL/RECYCLING SERVICES
17 W. 697 BUTTERFIELD RD., SUITE E OAKBROOK TERRACE, IL 60181
630.261.0400 FAX: 630.261.0575

Included is the November 17, 2015 Consumer Price Index schedule from November 17, 2015.

Thank you for entrusting Flood Bros Disposal Co to meet the community's waste and recycling needs. We look forward to our continued relationship.

Please feel free to contact me, should you have any questions.

Sincerely,


William K Flood Jr.
Flood Bros Disposal Co.

www.floodbrothersdisposal.com

Safety, Make it Personal



Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: Adam Frederick, Civil Engineer II 
DATE: November 24, 2015
RE: 2015 Pavement Marking Project – Final
Payment and Acceptance

In October the Village Board awarded the referenced project to Superior Road Striping, Inc. in the amount of \$46,645.78.

The final contract was \$41,431.50, which is \$5,214.28 (11%) under the contract. Work included refreshing pavement markings on various streets including Lies Road and President Street.

Staff therefore recommends approval of final payment to Superior Road Striping in the amount of \$41,431.50 and acceptance of the 2015 Pavement Marking Project.

Cc: James T. Knudsen, Director of Engineering Services
Jon Batek, Finance Director
Phil Modaff, Director of Public Works
William N. Cleveland, Assistant Village Engineer

Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: William N. Cleveland, Assistant Village Engineer *WNC*
DATE: December 2, 2015
RE: 2015 Asphalt Surface Treatment Project (Rejuvenator) – Final Payment and Acceptance

In June of this year the Village Board awarded the referenced project to American Road Maintenance (formerly Midwest Tar Sealer) in the amount of \$299,250. A contract change order in the amount of \$1,551.75 was submitted in August to stripe the additional bike trails on Fair Oaks and on Lies bringing the total contract to \$300,801.75.

The final contract was \$298,012.05, which was \$2,789.70 (0.9%) under the contract. A total of 283,821 square yards of pavement was treated leaving 4,712 square yards from this contract to be treated next year on Thornhill and on Gundersen due to late season equipment problems experienced by the contractor.

Staff therefore recommends approval of final payment to American Road Maintenance in the amount of \$12,487.19 and acceptance of the 2015 Asphalt Surface Treatment Project.

Cc: James T. Knudsen, Director of Engineering Services
Jon Batek, Finance Director
Phil Modaff, Director of Public Works
Adam Frederick, Civil Engineer II



Carol Stream Police Department

Intradepartmental Memo

TO: Joe Breinig

REVIEWED AND APPROVED BY: Ed Sailer, Chief of Police

FROM: Deputy Chief John Jungers

DATE: November 30, 2015

RE: **Approval to purchase replacement squad cars**

The Police Department requests approval to purchase two (2) Dodge Durangos from Thomas Dodge.

The department has identified the need to replace the Traffic Unit's squad. This is consistent with our vehicle replacement plan that systematically identifies vehicles that are reaching their optimal service life. Squad 697, a 2009 Chevrolet Tahoe, has reached the end of its service life. This vehicle is 8 years old and has over 108,000 miles on it. It is becoming mechanically unsound for police use due to its age and high mileage. Squad 697 was originally slated to be replaced last year, but due to some major repair work that had to be completed, it was decided that we would keep it an extra year. It will continue to be utilized for the next several months until its replacement can be outfitted properly and entered into the fleet. Eventually, Squad 697 will be declared surplus and auctioned or transferred to another department within the Village if such a need exists.

CST Squad 688, a 2009 Dodge Caravan, has also reached the end of its service life. This van is 8 years old and has over 75,000 miles on it. The target replacement mileage for police vehicles is between 70,000 and 80,000 miles. This typically allows us to remove the vehicle from the fleet before it becomes too unreliable and unsound for daily police use, and maximize the resale value of the vehicle. This vehicle has developed significant mechanical problems and has become unreliable. Recently the anti-lock braking system failed and it was decided that it wasn't worth repairing due to the van's age and



Carol Stream Police Department

Intradepartmental Memo

imminent replacement. Due to its mechanical issues we have been forced to use the van on a very limited basis until it can be replaced.

I propose that we replace 697 and 688 with (2) new 2015 Dodge Durangos from Thomas Dodge under the Southwest Conference of Mayors Cooperative joint state bid, for \$31,632 each (\$63,264 total). These vehicles offer maximum longevity, versatility and the safety of all wheel drive. The Durango replacing 697 will go into service within the Traffic Unit to be used for traffic and DUI enforcement. This vehicle will be paid for with DUI Tech Fund monies.

**THOMAS DODGE-
CHRYSLER-JEEP**

**Ph 708:403-8801
219:924-3000**

Fax 219:922-2194



"Just the fax officer."

TO : JOHN LUNCERS

FROM: STEVE KIZARIC

Comments:

S/MC CONTRACT. BASE #28,447, Receiver 485,

Block Heater 50 * V-8 2650 = \$31,632.00

 2 pages including this cover

THANKS!

2015 DODGE DURANGO 4X4 POLICE SERVICE

***New 8 speed automatic! Coupled
with the 3.6L, the most advanced
powertrain on the planet!***

Price:

AWD \$28,447.00

***(Don't be fooled by the Ford Utility PJ AWD-add spotlight, keyless, rear ac, police upgrade,
, and it's in the \$27,000 range...all standard on the much bigger Durango.
Think value...not price...think room...think resale)***

Standard Equipment

Wheelbase: 119.8"	Air Conditioning: dual zone front
GVW: 6500#	Glass: sunscreen
Engine: 3.6L V-6, 290 HP, HD cooling, E85	Tilt & telescope wheel: yes
Engine oil cooler: yes	Power windows & locks: yes
Transmission: 8 speed automatic	Keyless & illuminated entry: yes
Transfer case: AWD	Speed control: yes
Front axle: HD	Wipers: interval
Steering: power electro-hydraulic	Radio: AM/FM/BT
Brakes: police special HD w/anti-lock	with steering auto controls
Suspension: HD w/sway control	Mirrors: 6x9 power heated
Height control suspension: rear	Air bags: front,side, seat
Wheels: 18x8 aluminum	Rear hatch: defrost & wiper
Tires: P265/60R18 w/full spare	Flooring: carpet w/mats
Electrical: 220 amp alt, 800 cca battery	Front seats: cloth bucket
Fuel tank: 24.6 gallon	Rear seat: 60/40 bench folding
Traction Control: yes	Console: center w/floor shift
Rear AC & Heat: yes	Power outlets: front & rear
Stability control: yes	Fog lights: yes
Blue Tooth Voice Command: yes	Auto dimming rearview mirror: yes

Included Police Special Equipment


6" Unity driver side spotlight...white/red dome

Optional

Class IV receiver & wire harness...\$485.00 Engine Block heater...\$50.00
Skid plates: fuel, t-case, frt. suspension, underbody...\$275.00
5.7L Hemi V-8...\$2650.00

Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager

FROM: Philip J. Modaff, Director of Public Works 

DATE: December 1, 2015

RE: Agreement for Operations, Maintenance and Management Services of the Water Reclamation Center (WRC)

BACKGROUND

In 1997 the Village switched from in-house operation of the Water Reclamation Center (WRC) to contract operation and management. Since that time the Village has used the Request for Proposal (RFP) process on three occasions to select the contract operator. Each time Operations Management International (OMI) has been selected following the competitive process.

The current contract year, which ends April 30, 2016, marks the fifth and final year of the initial five-year term that was awarded following an extensive RFP process in 2011. The contract document allows for negotiation of an extended term if both parties are willing. In May of this year OMI expressed an interest in extending the current contract for an additional term.

On May 14, 2015, the Village Board held a workshop to discuss the process for approving a new contract for the term which would begin on May 1, 2016. Staff presented two options for proceeding:

- **Option 1:** Initiate negotiations with OMI with the goal of concluding by November. If an acceptable agreement cannot be reached in that time frame then staff would take up the RFP process in the time remaining before the end of the current contract on April 30.
- **Option 2:** Initiate another RFP process to select an operator.

Based upon the Village's satisfaction with OMI's performance under the current contract the Village Board directed staff to proceed with Option 1. Over the last several months staff has worked with OMI and the Village Attorney to draft the attached proposed agreement.

The majority of the agreement remains unchanged; below are highlights of the amended provisions:

- The Industrial Pre-Treatment Program (IPP) section (2.26), which was new in the current agreement, was updated with the most recent list of permitted customers. The responsibilities of the Village and OMI were also better clarified.

- The section (2.3) indicating how odor and noise complaints received by OMI are to be recorded and reported to the Village was better clarified.
- The section (2.5) addressing staffing requirements was clarified to recognize that the corporate resources brought in by OMI for non-routine efforts (such as safety inspections, reporting compliance, etc.) as well as part-time or seasonal employees, could be used to account for the required seven (7) full-time equivalent (FTE) employees required.
- OMI requested that the term be increased from five (5) years to ten (10) years.
- The Village requested that OMI provide, at no charge to the Village, \$50,000 in engineering services for use on projects at the WRC in the first five years of the ten-year term and another \$50,000 in the second half of the ten-year term. The services can be used at the Village's discretion; any unused funds in the first half of the agreement cannot be carried over to the second half. OMI agreed to this provision.
- The Village requested that OMI provide services in the first year of the contract at no increase over the current year's cost. OMI agreed to this provision.

The Village Attorney completed several reviews of the various drafts over the past few months and all of his comments and concerns have been addressed.

The introduction of a ten-year term will provide stability long-term stability to a critical service with a firm that has demonstrated its commitment to sound, professional service and community involvement over a long period of time. In addition, the free engineering services and the zero-percent price increase for the first year offer significant financial benefits to the Village.

Staff recommends that the Village Board approve the attached Agreement for Operations, Maintenance and Management Services of the Water Reclamation Center.

Attachment

AMENDED AND RESTATED AGREEMENT
for
OPERATIONS, MAINTENANCE AND
MANAGEMENT SERVICES
for the
VILLAGE OF CAROL STREAM, ILLINOIS

THIS AGREEMENT is made and entered into this 7th day of December, 2015, between the Village of Carol Stream, Illinois, an Illinois home rule municipal corporation (hereinafter "OWNER"), and Operations Management International, Inc., a California corporation (hereinafter "OPERATOR"). This Agreement is an amendment to, and replaces in its entirety, the Agreement for Operations, Maintenance and Management Services between the Village of Carol Stream, Illinois and Operations Management International, Inc., dated April 20, 2011.

OWNER and OPERATOR agree:

1. GENERAL

- 1.1. All definitions of words or phrases used in this Agreement are contained in Exhibit A as noted.
- 1.2. Everything within the WRC is the property of the OWNER and shall remain the property of the OWNER.
- 1.3. This Agreement shall be binding upon the successors and assigns of each of the parties, but neither party will assign this Agreement without the prior written consent of the other party.
- 1.4. All notices shall be in writing and transmitted by certified mail to the address in Section 14.
- 1.5. Wherever used, the terms "OPERATOR", and "OWNER" shall include the respective officers, agents, directors, elected or appointed officials, and employees.
- 1.6. The relationship of each of the parties to the other hereunder shall be that of an independent contractor and not that of employer-employee, master-servant, or principal-agent, and neither party to this Agreement shall have the authority to bind the other under any Agreement or understanding with any third party.
- 1.7. The Parties intend for their working relationship to consist of mutual cooperation and assistance based upon open, direct and continuous communications as reasonably required for the performance of this Agreement. Both Parties acknowledge the importance of good faith in dealing with one another to achieve a successful partnership.

2. SCOPE OF SERVICES: OPERATOR

OPERATOR shall:

- 2.1. Manage, operate and maintain the Project so that effluent discharged from the Project meets the requirements specified in Exhibit C.

**VILLAGE OF CAROL STREAM
WRC CONTRACT OPERATOR**

- 2.2. Operate and maintain the Project on a continuous twenty-four (24) hour per day, seven (7) days per week basis. OPERATOR shall monitor the Project on a continuous twenty-four (24) hour basis, including when staff is not present through use of the SCADA system. Generally, the Project will be staffed from 7 AM to 3:30 PM Monday through Friday and weekends and Holidays from 7 AM to 11 AM.
- 2.3. Operate the plant in the most efficient fashion so as to minimize odors and noise. OWNER shall provide a hotline which OPERATOR shall maintain open twenty four (24) hours per day. OPERATOR shall record all odor, noise or nuisance complaints, whether from the Village or the public, including name and address of complainant, time of complaint, time of odor complained of, description of odor, and location where odor was detected. Submit record within twenty-four (24) hours of phone calls to the Director of Public Works and keep all such records on file. Upon receipt of a complaint, OPERATOR shall file a written report to the Public Works Director indicating the above date and identifying the source and cause of the complaint, and identifying a means of correcting the concern or occurrence of the issue from the same source or cause.
- 2.4. Provide for the disposal of grit, screenings, and sludge to EPA approved disposal sites. OPERATOR will dispose of dewatered sludge in accordance with Federal, State and Local regulations. OPERATOR will pay for the disposal of grit and screenings and sludge.
- 2.5. Upon commencement of this Agreement, OPERATOR will provide a total of seven (7) Full-Time associates, including a Project Manager. Regional support, summer help, part time employees, and temporary employees may be utilized to provide the equivalent for one (1) Full-Time Associate other than the Project Manager. The Project Manager shall maintain a State of Illinois Class "1" Wastewater Treatment Operator Certification.
- 2.6. All OPERATOR employees shall have such skills as are necessary to properly operate and maintain the Project. All necessary personnel licenses and certifications for fulfilling the obligations of this Agreement at the Project, shall be secured and maintained at all times.
- 2.7. Provide training programs for OPERATOR employees in wastewater treatment. Training shall include a credible safety program.
- 2.8. Prepare and submit all NPDES permit reports including, but not limited to, Discharge Monitoring Reports (DMR's), in a timely and accurate manner, and submit said reports directly to the Illinois EPA. Copies shall be submitted to the OWNER as well as maintained at the WRC. OPERATOR shall not intentionally violate the terms of the NPDES Permit.
- 2.9. Prepare and sign any sludge disposal forms necessary to comply with the requirements of the applicable State and Federal regulatory agencies. Keep all forms on file at the Project.
- 2.10. Provide twenty four (24) hour per day access to the Project for OWNER's officers or employees. Visits may be made at any time by any of OWNER's employees or officials so designated by the Village Director of Public Works. Keys

**VILLAGE OF CAROL STREAM
WRC CONTRACT OPERATOR**

for Project shall be provided by the OWNER. All visitors to the Project shall comply with OPERATOR's operating and safety procedures.

- 2.11. Perform all laboratory testing and sampling currently required by the NPDES permit or recommended by the Illinois EPA for operational control, including the sampling and testing requirements located within the Village's NPDES Permit Special Condition 10 related to the Industrial Pretreatment Program (IPP). A copy of the OWNER's NPDES Permit is attached hereto as Exhibit C. Additionally, OPERATOR shall assist OWNER with sample analysis from samples obtained from the collection system if requested by OWNER. Such samples will be delivered to the Project by an OWNER's representative.
- 2.12. Provide an inventory of vehicles and equipment that are being used at the Project when OPERATOR begins service. Annually update the inventory of vehicles and equipment (as defined in Exhibit E) that are used at the Project. OPERATOR will list those items taken out of service during the past contract year. OPERATOR will list the items added to the inventory during the past contract year and indicate why they were added. OPERATOR will supply the Public Works Director with an updated Exhibit E (Equipment List) and Exhibit F (Thirty Day Supply and Spare Parts Inventory) by April 30th of each contract year.
- 2.13. Maintain an inventory of all tools and equipment as per Exhibit E. OPERATOR will replace all tools and equipment in hand in the event of loss or damage by OPERATOR and at termination of the contract. Due to loss or damage, OPERATOR will replace tools and equipment as necessary during the term of the Agreement. In general, the replacement of tools and equipment will be expensed as part of the Total Fixed Operating Costs (Non-labor Operating Costs) Budget if due to loss or damage.
- 2.14. Maintain all existing Project warranties and assist the OWNER in enforcing existing equipment warranties and guarantees.
- 2.15. Provide and document all Maintenance and Operations of the Project. OWNER shall have the right to inspect and copy these records during normal business hours. OPERATOR shall comply with any Freedom of Information Act (FOIA) Requests as they pertain to contractual operations of the WRC.
- 2.16. Pay all Costs incurred in typical Project operations, including utility costs and other costs described herein and in Exhibit A, attached hereto, which is hereby incorporated by reference.
- 2.17. Provide and document all Repairs for the Project. The total amount OPERATOR shall be required to pay shall not exceed Sixty Thousand Dollars (\$60,000) during the term set forth in Section 4.8 of this Agreement, (herein after referred to as the "R&M Limit"). OWNER shall pay for all Repairs in excess of the R&M limit. OPERATOR shall negotiate each year with the OWNER for any increases to the R&M Limit. OPERATOR shall make commercially reasonable efforts to perform any and all Repairs and Maintenance with their employees so as to minimize expense. The \$60,000 R&M Limit for the Project is an annual budget for each year of the Contract. If the OWNER and OPERATOR cannot reach agreement upon the R&M limit, either party may terminate this agreement upon 120 days written notice.

VILLAGE OF CAROL STREAM
WRC CONTRACT OPERATOR

- 2.18. Manage a pre-approved annual Capital Expenditures Budget as defined in Exhibit A. The total amount OPERATOR shall be required to shall not exceed One Hundred Twenty Five Thousand Dollars (\$125,000) (herein after referred to as the "CapEx Limit") during the period set forth in Section 4.8 of this Agreement. OPERATOR shall notify OWNER in writing when eighty percent (80%) of the CapEx Limit has been spent. Once the annual Limit has been reached, the OPERATOR shall provide written justification of additional expenditures over the limit and written authorization shall be required by the OWNER before such expenditures are made.
- 2.19. On a quarterly basis, OWNER shall pay OPERATOR for all Capital Expenditures incurred. In the event that costs for required Capital Expenditures exceed the CapEx limit for the contract year, OWNER shall pay OPERATOR actual cost plus ten percent (10%) for such expenditures in excess of the CapEx limit. OPERATOR shall negotiate each year with OWNER for any changes to the CapEx Limit budget. If the OWNER and OPERATOR cannot reach agreement upon the CapEx Limit budget increases, either party may terminate this agreement upon 120 days written notice.
- 2.20. Provide OWNER with an accounting of all Repairs & Maintenance and Capital Expenditures on a monthly basis. OPERATOR will provide OWNER with a monthly detailed invoice of any increases over the R&M and CapEx limit and an annual accounting by April 30th of each contract year.
- 2.21. Rebate to the OWNER the entire amount that actual Repairs are less than the R&M limit in any year of this Agreement.
- 2.22. Purchases: As part of satisfying its obligations under this Agreement, OPERATOR is required to provide certain tangible property to OWNER. OPERATOR shall purchase such tangible property as set forth below, and such property will become the property of OWNER, as applicable (unless otherwise agreed to by the Parties). For individual purchases for Repairs that cost:
- 2.22.1 Two Thousand Five Hundred Dollars (\$2,500.00) or less per invoice, OPERATOR will choose which dealer or supplier to select.
- 2.22.2 Between Two Thousand Five Hundred Dollars and One Cent (\$2,500.01) and Five Thousand Dollars (\$5,000.00) per invoice, OPERATOR will obtain at least three (3) verbal quotes and keep on file the written final quote for the selected vendor quotes.
- 2.22.3 Between Five Thousand Dollars and One Cent (\$5,000.01) and Twenty Thousand Dollars (\$20,000.00) per invoice, OPERATOR shall obtain three (3) written quotes. The lowest quote will be accepted unless time of delivery or quality of service or materials dictate the prudent business decision by OPERATOR is to accept another quote.
- 2.22.4 Over Twenty Thousand Dollars and One Cent (\$20,000.01), OPERATOR will prepare a written Request for Bids (RFB) which the OWNER will then publish according to established OWNER purchasing policy. OPERATOR will not need to obtain quotes for individual purchases or deliveries where OPERATOR has a national contract to purchase such items from the selected vendor or in the case of repeat purchases of

**VILLAGE OF CAROL STREAM
WRC CONTRACT OPERATOR**

an item (i.e. chemicals) where the vendor has already qualified as the lowest responsible provider of the goods (such documentation will be required to be submitted to OWNER for approval prior).

- 2.23 Make emergency repairs in the most expeditious and cost-effective manner. Quotations for equipment and services will not be required in the case of emergency repairs, however OPERATOR will seek concurrence on expenditures with Director of Public Works within 24-hours of the emergency. OPERATOR shall provide final documentation of the labor, equipment and materials required for any expense made under this Section. Emergency repairs will be charged against the R&M Limit described in Section 2.17 above. Upon verification of expenses incurred and if the R&M Limit has been exceeded, OWNER will reimburse OPERATOR for emergency repairs.
- 2.24 By November 1 of each year, the OPERATOR shall work with the OWNER to develop a recommended 5-Year Capital Improvements Plan. Report to the OWNER as to the implemented portions of the current plan, and recommend priorities for the remaining components of the Plan. OPERATOR acknowledges that its responsibility to perform is not relieved if the capital improvements recommendations are not implemented.
- 2.25 WRC is currently permitted by the Illinois EPA as a Phase II Stormwater "Zero Discharge Facility." Maintain WRC drainage to continue this practice. Should the Illinois EPA require a Storm Water Pollution Prevention Plan ("SWPPP"), this would constitute a change in scope to be negotiated and mutually agreed upon by the Parties.
- 2.26 INDUSTRIAL PRETREATMENT PROGRAM
- 2.26.1. Implement the existing Industrial Pretreatment Program ("IPP"), including an annual evaluation of the IPP and notification to OWNER of changes in Federal and State pretreatment standards that may affect the IPP.
- 2.26.2. Update, as required, the list of Categorical Industrial Users ("CIUs") and Significant Industrial Users ("SIUs") as described in Section 2.26.101 according to the definition of CIU and SIU in 40 CFR 403 or the definition in the IPP, whichever is more stringent.
- 2.26.3. Carry out inspection, surveillance and monitoring procedures to determine if the SIUs are in compliance with the Pretreatment Standards and the IPP. Each CIU and SIU shall be sampled and inspected at the frequency established in 40 CFR 403 or the OWNER's approved implementation manual, whichever is more stringent. OPERATOR shall maintain records of such sampling and inspection.
- 2.26.4. Maintain the data management program for each SIU as described in Section 2.26.101. Results of all industrial sampling and testing shall be reported to OWNER in a timely manner.
- 2.26.5. Implement OWNER's industrial permitting system. OPERATOR shall review applications and prepare permits. The OWNER is the issuing authority.

**VILLAGE OF CAROL STREAM
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- 2.26.6. Prepare Notice of Violation ("NOV") for noncompliance with 40 CFR 403 or the IPP, whichever is more stringent, and recommend other enforcement actions by notifying OWNER of the appropriate enforcement action according to the approved enforcement response plan. OWNER shall be notified of all non-compliances in a timely manner. OWNER shall be the issuing authority for enforcement actions.
- 2.26.7. Advise OWNER of changes in Federal and State pretreatment standards and regulations and how the changes affect the IPP. Significant changes to the IPP shall be approved by the OWNER and the appropriate approval authority prior to implementation in accordance with 40 CFR 403.18(c).
- 2.26.8. Perform inspections, sampling and laboratory testing services at the frequency established in 40 CFR 403, or the IPP, whichever is more stringent, for each permitted CIU or SIU to determine compliance with pretreatment standards and the IPP. Where more complex analysis is required, e.g., organics or other priority pollutants which are not within the capabilities of the Project, OPERATOR shall be responsible for submitting samples to another laboratory.
- 2.26.9. Notify OWNER as soon as is practical, verbally and followed by written confirmation, whenever an industrial user is suspected of violating or has violated OWNER's industrial waste and/or sewer ordinance(s).
- 2.26.10. Responsibility for program elements are determined in Attachment BIPP elements not described shall be addressed as a Change in Scope.
- 2.26.11. INDUSTRIAL WASTE DISCHARGERS
- 2.26.11.1. Attached to and a part of this Agreement is a listing of all SIUs currently permitted in the OWNERs IPP. The IPP may expand to include three (3) additional SIUs before a change in Scope is required. Outside lab analytical costs shall not exceed One Thousand Five Hundred Dollars (\$1,500) before a change of Scope is required. See Exhibit B for IPP components.
- 2.26.11.2. Perform compliance inspections at all permitted industries listed in Exhibit B, a minimum of one (1) per year plus additional inspections as needed to ensure industry is meeting pretreatment regulations.
- 2.26.11.3. Review and maintain files of new and old Industrial Wastewater Discharge Surveys.
- 2.26.11.4. Perform compliance monitoring at each of the permitted facilities. This entails establishing auto samplers for collection of 24-hour composite samples, according to the established compliance schedule.
- 2.26.12. Prepare annual pretreatment report during the term of this Agreement, as required by USEPA, and submit such to OWNER.

**VILLAGE OF CAROL STREAM
WRC CONTRACT OPERATOR**

- 2.26.13. Review and track all monthly, quarterly, and semi-annual compliance reports submitted by industrial users. Make copies of all reports available to OWNER upon request.
 - 2.26.14. Issue NOVs when pretreatment standards are not being met. Provide notification of all violations to OWNER.
 - 2.26.15. Follow-up on violations and coordinate with OWNER for compliance enforcement. Include notification for invoicing to the OWNER.
 - 2.26.16. Conduct and document annual review of industrial slug control plans and spill prevention plans for each permitted industry.
- 2.27. In the event that the OWNER requests the OPERATOR to perform services beyond the Scope of Services for the management, operation and maintenance of the Project, as set forth herein, such services shall be negotiated with the OWNER and invoiced with applicable backup. In no event shall the OPERATOR perform any such additional services without the prior written approval of the OWNER.
- 2.28. COMPANY, through an affiliated entity, may provide out of scope services as requested and directed by the OWNER and provided that such request does not violate applicable law. Such services shall be performed at a five percent (5%) discounted rate, which is reflected in the rates below. Additionally, COMPANY shall provide Owner with a Fifty Thousand Dollar (\$50,000) credit towards engineering services for the first five (5) year period of the contract and a Fifty Thousand Dollar (\$50,000) credit towards engineering services for the second five (5) year period of the contract, in accordance with the rates below. Any unused credit shall not be transferable to the second five year period.

The following table provides the hourly rates by position classification. Such rates shall be updated annually using the % change (12 month average) in the ECI index utilized for adjustment of the Annual Fee.

CH2M Roles	Hourly Rate
Principal Project Manager	\$220
Sr. Technologist	\$183
PM/Engineer Specialist	\$157
Associate PM/Project Engineer	\$117
Associate Engineer	\$113
Staff Engineer 2	\$98
Staff Engineer 1	\$94
Engineering Tech 5	n/a
Engineering Tech 4	n/a

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Engineering Tech 3	\$80
Engineering Tech 2	n/a
Senior Office Admin	\$79
Office/Clerical Administration	\$53

3. SCOPE OF SERVICE: OWNER

OWNER shall:

- 3.1. Provide for all agreed upon Capital Expenditures in excess of the CapEx Limit as defined in Section 2.18 and in Exhibit A.
- 3.2. Maintain all existing Project warranties, guarantees, easements, and licenses that have been granted to OWNER.
- 3.3. Pay all property, franchise, or other taxes and NPDES Permit Fees associated with the Project.
- 3.4. Provide OPERATOR, at OWNER's discretion, any piece of OWNER's heavy equipment, within a reasonable time after OPERATOR has made a request and for a reasonable period of time, provided that such equipment is not otherwise in use by the OWNER. OPERATOR shall demonstrate ability to safely operate requested equipment, either via licenses, certifications or resume, prior to the use of such equipment.
- 3.5. Provide all licenses for vehicles used in conjunction with the Project.
- 3.6. Provide for the OPERATOR's use all vehicles and equipment currently in use full time at the Project, including the vehicles listed in Exhibit E.
- 3.7. Assist with enforcement of sewer and WRC related ordinances, including those pertaining to the Industrial Pretreatment Program and provide for the billing and collection of all user fees and rates pertaining to the facilities.

4. COMPENSATION

- 4.1. OWNER shall pay to OPERATOR as compensation for services performed under this Agreement a base, fixed fee for the 2016-2017 contract year of this Agreement as listed under TOTAL in Section 4.8. ("Total Base Fixed Fee").
- 4.2. Subsequent years' Total Base Fixed Fee shall be determined as follows:
 - 4.2.1. The Total Base Fixed Fee shall be negotiated each year three (3) months prior to the anniversary of the effective date hereof. If the parties are unable to agree on the new Total Base Fixed Fee for any contract year during the Term, the parties will default to the equation set forth below:

Total Base Fixed Fee Equation:

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Current Total Base Fixed Fee x (AF + 1)

AF: Adjustment Factor AF = (ECI x 0.5) + (CPI x 0.5)

ECI: The twelve month percent change (from the 4th quarter of the prior year to the 4th quarter of the current year) in the Employment Cost Index for Total Compensation for Civilian Workers, Not Seasonally Adjusted, as published by the U.S. Department of Labor, Bureau of Labor Statistics.

CPI: The twelve month percent change (from December of the prior year to December of the current year) in the Consumer Price Index for All Urban Consumers, Not Seasonally Adjusted, as published by the U.S. Department of Labor, Bureau of Labor Statistics in the CPI Detailed Report.

- 4.2.2. In the event of an increase or decrease in electricity or natural gas rates and/or tariffs charged by Commonwealth Edison or NICOR Inc., respectively, the OWNER and OPERATOR will adjust the Agreement accordingly as provided in Exhibit G.
- 4.2.3. In the event of a change in the scope of services provided by OPERATOR occurs, OWNER and OPERATOR will negotiate a commensurate adjustment in base fee.
- 4.3. OWNER will pay as additional compensation to OPERATOR any increases in sludge hauling costs that are a result of rate increases by the sludge hauler that occur during any Agreement year. OWNER reserves the right to require the OPERATOR to obtain a minimum of three (3) bids for sludge hauling services per Agreement Year prior to agreeing to pay additional compensation.
- 4.4. At the end of each contract year, OPERATOR shall rebate one hundred percent (100%) of any budgeted funds for Repairs that are not spent, if any, for the operations, maintenance and management of the Project during the contract year. At the end of each contract year, OPERATOR shall invoice one hundred percent (100%) of any funds expended by OPERATOR in excess of the budgeted funds for Repairs, if any, for the operations, maintenance and management of the Project during the contract year.
- 4.5. Budgeted funds are set forth in Section 4.8.
- 4.6. At the end of each contract year, OPERATOR shall rebate fifty percent (50%) of any budgeted funds for Labor and Benefits, Utilities (Electrical Power and Natural Gas) and Biosolids Hauling and Disposal that are not spent for the operations and maintenance of the Project during the contract year. For purposes of this Agreement, any rebate of these budgeted funds (Labor, Utilities and Biosolids Hauling and Disposal) will be based upon a combined aggregate total of Labor, Utilities and Biosolids Hauling and Disposal. Budgeted funds for the period of May 1, 2016 to April 30, 2017 of this Agreement are listed in Section 4.8 of this Agreement.
- 4.7. Rebates do not include any energy or operation grants directly resulting from efforts initiated, funded or performed by the Village. This includes any major WRC improvements which are funded by the Village outside this Contract.

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- 4.8. OWNER shall pay to OPERATOR as compensation for services performed under this Agreement a base fee of One Million Six Hundred Forty Thousand Thirteen Dollars (\$1,640,013) for the period of May 1, 2016 to April 30, 2017 of this Agreement based on the following:

SUMMARY OF OPERATING CONTRACTS BUDGET:

WRC Operations - The expenditures budgeted are as below.

NO.	Budget Item	Contractual Amounts
1	<i>Total Fixed Operating Costs</i>	
	1. <i>Subtotal Labor and Benefits Costs:</i>	\$ 625,302
	2. <i>Subtotal Non-Labor Operating Costs:</i>	\$ 540,273
	<i>Total Labor and Operating Costs:</i>	\$ 1,165,575
2	<i>Budgeted Utility Costs</i>	
	1. <i>Electricity</i>	\$ 232,000
	2. <i>Natural Gas</i>	\$ 11,198
	<i>Budgeted Utility Costs</i>	\$ 243,198
3	<i>Costs for Biosolids Hauling and Disposal:</i>	\$ 160,940
4	<i>IPP Costs</i>	\$ 10,300
5	<i>Repair Budget</i>	\$ 60,000
	Total Base Fixed Fee (Sum of Items 1-5)	\$ 1,640,013
	<i>Capital Expenditure Budget (Not included in base fixed fee. See Article 2.18)</i>	\$ 125,000

Total Base Fixed Fee is based on seven (7) onsite FTEs.

5. ADMINISTRATION AND EMPLOYEES

- 5.1. Upon commencement of this Agreement, OPERATOR shall be monetarily responsible for and maintain all existing utility billings and contracts (unless pass-through option), or negotiate and execute new contracts, including but not limited to, private utilities, (i.e. natural gas, electricity, etc.), chemicals, biosolids hauling and disposal and laboratory services.
- 5.2. OPERATOR shall meet with the Public Works Director or his designee to report and discuss the past, current and future operations of the WRC. Discussions shall include, but are not limited to discharge permit compliance, operational decisions, repairs, capital expenditures, staffing and public issues (odor, noise, nuisances, etc.). If so requested by the Village Director of Public Works, OPERATOR shall report weekly; otherwise not less than bi-monthly. All staffing changes shall be reported to the Director of Public Works, accompanied with the reasons for the change and what, if any, operation changes are anticipated as a result.
- 5.3. The personnel employed by OPERATOR shall not be deemed to be employees of the OWNER and shall not be entitled to any fringe benefits the OWNER affords

its employees. Personnel employed by OPERATOR shall not hold themselves out as employees of the OWNER.

- 5.4. OPERATOR's officers, employees, and agents will act in a polite and courteous manner whenever dealing with the public.
- 5.5. The OWNER shall have the right to accept or reject the Project Manager proposed by OPERATOR, or to request that the Project Manager or any OPERATOR employee be replaced if OWNER reasonably believes that such Project Manager or employee is engaging in behavior that is detrimental to the OWNER. Upon receiving any such request from OWNER, OPERATOR will promptly resolve the issues to OWNER's satisfaction.
- 5.6. OPERATOR shall comply with all aspects of the Public Works Employment Discrimination Act, 775 ILCS 10-1 et seq., and shall further comply with Section 2-105(a) of the Illinois Human Rights Act (775 ILCS 512-1 05(a) and continue to remain in compliance with said sections for the entirety of this Agreement. OPERATOR shall also comply with any other provisions of law required of entities which perform services to a municipality as an independent contractor. Violation of any such legal requirements is a cause of the cancellation of this Agreement. Any delay by the OWNER in canceling this Agreement shall not be construed as and does not constitute OWNER's consent to such violation and a waiver of any rights the OWNER might have, including without limitation, cancellation of the contract.
- 5.7. The OPERATOR agrees that all O&M manuals, operating and laboratory records database, state reports, Industrial Pre-Treatment Program (IPP) reports, maintenance database and all other deliverables prepared for OWNER under this Agreement shall remain the property of the OWNER and shall be properly arranged, indexed and delivered to the OWNER upon the conclusion or termination of Contract. All data provided will be in a format suitable for the OWNER's use.
- 5.8. Any and all documents and materials made or maintained under this Agreement shall be and will remain the property of the OWNER, which shall have the right to use same without restriction or limitation and without compensation to the OPERATOR other than as provided in this Agreement. Where the OPERATOR uses proprietary software or systems to service the OWNER, those proprietary software and systems shall remain the property of the OPERATOR.
- 5.9. The OWNER acknowledges that the use of information that becomes the property of the OWNER pursuant to Section 5.8, for the purposes other than those contemplated in this Agreement, shall be at the OWNER's sole risk.

6. PAYMENT OF COMPENSATION

- 6.1. One-twelfth (1/12) of the base fee for the current year shall be due and payable on the first of the month for each month that services are provided.
- 6.2. For all other compensation to OPERATOR for work performed within the scope of this agreement (i.e. additional compensation for sludge hauling increases, repairs in excess of R&M limit, etc.), as specified herein, the OPERATOR shall submit detailed invoices monthly for services rendered and allowable expenses, to the OWNER.

- 6.3. Upon receipt of OPERATOR's invoice and payable, OWNER will pay, or cause to be paid, the approved amounts invoiced to the OPERATOR in accordance with the Local Prompt Payment Act, 50 ILCS 505/1 et. seq. OWNER shall not be required to pay OPERATOR more often than monthly.
- 6.4. Any rebate arising from Sections 4.4 and 4.6 will be paid to OWNER within sixty (60) days after the end of each Agreement year.

7. LABOR DISPUTES; FORCE MAJEURE

- 7.1. In the event that activities by OWNER's employee groups or unions cause a disruption in OPERATOR's ability to perform at the Project, OWNER, with OPERATOR's assistance or OPERATOR, at its own option, may seek appropriate injunctive court orders. During any such disruption, OPERATOR shall operate the facilities on a best-efforts basis until any such disruptions cease.
- 7.2. A Party shall not be deemed in material breach of this Agreement with respect to the Project if such Party fails to timely perform the same and such failure is due in whole or in part to war, acts of God, strikes, labor disputes, inability to procure materials, delay in issuance of necessary permits or authorizations by any governmental body, including but not limited to the Village, through no fault of the OPERATOR or similar causes beyond the reasonable control of such Party ("**Force Majeure**"). If one of the foregoing events shall occur or either Party shall claim that such an event shall have occurred, such claims shall be made in writing within ten (10) days after its occurrence.

8. INDEMNITY, LIABILITY AND INSURANCE

- 8.1. To the fullest extent permitted by law, OPERATOR hereby agrees to indemnify and shall defend and hold OWNER and its officers, agents, representatives and employees harmless from any claim demand, loss, expense, liability or damages for property damage or bodily injury, including death, which may arise from negligent, willful and wanton or intentional misconduct of OPERATOR or any of its officers, employees, representatives, subcontractors or agents under this Agreement. OWNER agrees to and shall defend and hold OPERATOR harmless from any liability or damages for property damage or bodily injury, including death, which may arise from the negligent, willful and wanton, or intentional misconduct of the OWNER or its officers, agents or employees. To the extent that the OWNER and OPERATOR are determined by a finder of fact to be negligent and the negligence of both is the proximate cause of the damages assessed by such finder of fact, and such determination is final and non-appealable, then in such event OWNER and OPERATOR shall each be responsible for their respective portions of the damages assessed in direct proportion to their comparative shares of the total negligence.
- 8.2. OPERATOR shall be liable for all fines or civil penalties, which may be imposed by a regulatory or enforcement agency for violations occurring on or after the Commencement Date, as a result of the failure to comply with the terms and conditions of any duly authorized permit, court order, administrative order, law, statute, or ordinance for reasons resulting from OPERATOR's breach, negligence or willful misconduct during the term of this Agreement except to the extent to which

were incurred due to OWNER's negligence or willful misconduct. OWNER may assist OPERATOR to contest the level of any such fines in administrative proceedings and/or in court prior to any payment by OPERATOR. OPERATOR shall pay the costs, including attorney's fees, of contesting any such fines. OPERATOR shall not be liable for fines or civil penalties that result from violations for the exceptions stated in Exhibit C, Section C.1.

- 8.3. Each party shall obtain and maintain insurance coverage of a type and in the amounts described in Exhibit D. Each party shall name the other party as an additional insured on all insurance policies covering the Project and shall provide the other party with satisfactory proof of insurance.
- 8.4. Performance Guarantee (Bond): The OPERATOR shall submit a performance bond equal to 125% of the amount of the contract within 30 days after execution of the Agreement. This bond shall be renewed or replaced with a bond of equal value within 30 days of the anniversary date of the Agreement throughout the life of the Agreement.

9. TERM AND TERMINATION; DEFAULT REMEDIES

- 9.1. The initial term of this Agreement shall be ten (10) years commencing on May 1, 2016 through April 30, 2026. The parties may agree to subsequent Agreement extensions (hereinafter "the extended term").
- 9.2. Either party may terminate this Agreement for a material breach of the Agreement by the other party after giving written notice of breach and allowing the other party thirty (30) days to correct the breach. Neither party shall terminate this Agreement without giving the other party thirty (30) days written notice of intent to terminate after failure of the other party to correct the breach within thirty (30) days.
- 9.3. Upon notice of termination by the OWNER, OPERATOR shall assist OWNER in resuming operation of the Project. The period of assistance shall extend no longer than ninety (90) days from the date of Notice of Termination at the option of the OWNER. At the date of termination, the OPERATOR will provide the OWNER with the quantities of chemicals shown in Exhibit F. OWNER will pay the OPERATOR for the cost of the quantities shown in Exhibit F at current market rates. If additional cost is incurred by OPERATOR at request of the OWNER, OWNER shall pay the OPERATOR such cost in accordance with Section 6.3. All Operations and Maintenance Manuals and facility performance data shall remain the property of the OWNER and will be turned over to the OWNER by OPERATOR at the date of termination.
- 9.4. All remedies available to either party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

10. OPERATOR'S REPRESENTATIONS AND WARRANTIES.

The OPERATOR represents and warrants that:

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- 10.1. It is a duly organized and validly existing (legal status) corporation under the laws of the State of Illinois. The OPERATOR has all requisite power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement and this Agreement has been duly executed and delivered by authorized members of the OPERATOR and is legally binding upon and enforceable against the OPERATOR in accordance with its terms.
- 10.2. The OPERATOR is not a party to any contract or agreement or subject to any charter, operating agreement, article of organization or other limited liability company restriction which materially and adversely affects its business, property or assets, or financial condition. Neither the execution and delivery of this Agreement nor compliance with the terms of this Agreement will conflict with, or result in any breach of the terms, conditions or restrictions of, or constitute a default under, or result in any violation of, or result in the creation of any liens upon the properties or assets of the OPERATOR pursuant to, the operating agreement or articles of incorporation of the OPERATOR, any award of any arbitrator or any agreement (including any agreement with members), instrument, order, judgment, decree, statute, law, rule or regulation to which the OPERATOR is subject.
- 10.3. There is no action, suit, investigation or proceeding pending, or to the knowledge of the OPERATOR, threatened against or affecting the OPERATOR, at law or in equity, or before any court, arbitrator, or administrative or governmental body, nor has the OPERATOR received notice in respect of, nor does it have any knowledge of, any default with respect to any judgment, order, writ, injunction, or decree of any court, governmental authority or arbitration board or tribunal, which in either case might reasonably be expected to result in any material adverse change in the business, condition (financial or otherwise) or operations of the OPERATOR or the ability of the OPERATOR to perform its obligations under this Agreement.
- 10.4. The execution, delivery and performance of this Agreement have been duly authorized by all requisite corporate action.
- 10.5. The OPERATOR has filed all federal, state and other income tax returns which, to the knowledge of the officers of the OPERATOR, are required to be filed, and each has paid all taxes as shown on such returns and on all assessments received by it to the extent that such taxes have become due, except such taxes as are being contested in good faith by appropriate proceedings for which adequate reserves have been established in accordance with generally accepted accounting principles. The OPERATOR knows of no proposed additional tax or assessment against it by any governmental authority that would be reasonably likely to have a material adverse effect on the business, condition (financial or otherwise) or operations of the OPERATOR.

11. OPERATOR CERTIFICATIONS:

The OPERATOR certifies that:

- 11.1. It is not barred from contracting with any unit of state or local government as a result of violating Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 33E-4).

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- 11.2. It shall comply with the Illinois Drug Free Work Place Act.
- 11.3. It shall comply with the Equal Opportunity Clause of the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights.
- 11.4. It shall comply with the Americans with Disabilities Act and Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.).
- 11.5. The OPERATOR is not delinquent in the payment of any tax administered by the Illinois Department of Revenue nor is delinquent in the payment of any money owed to the Village.
- 11.6. This Agreement calls for the Operator to provide certain construction, repair and maintenance of a "public work" within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. ("the Act"). The Operator and all subcontractors are required to pay wage rates in accordance with the Act to all laborers, workers and mechanics and to maintain and provide documentation of compliance to the Village. The prevailing rate of wages are determined by the Illinois Department of Labor ("IDOL") for DuPage County, and are revised from time to time. The prevailing rate of wages are revised by the IDOL and are available on the IDOL website, www.state.il.us/agency/idol. The Operator and all subcontractors are responsible for checking the IDOL's website for revisions to the prevailing wage rates. In the event that the IDOL should revise the prevailing rate of wages, then the revised rates shall apply to this Agreement. In no case shall any revision in the rates of prevailing wages result in an increase in the total compensation, during any contract year of the initial term or any extended term, as set forth in this Agreement. The Operator certifies that it is not otherwise barred from participating and/or entering into this Agreement under Section 130/11a of the Act (820 ICLS 130/11a).
- 11.7. The OPERATOR shall comply with all applicable federal laws, state laws and regulations including without limitation, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The OPERATOR agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and state statutes, and further agrees to make all required withholdings and deposits therefore. The OPERATOR agrees to maintain full compliance with changing government requirements that govern or apply to the construction of the Project. The OPERATOR understands and agrees that the most recent of such federal, county, state, and local laws and regulations will govern the administration of this Agreement at any particular time. Likewise, new federal, county, state and local laws, regulations, policies and administrative practices may be established after the date of the Agreement has been executed and may apply to this Agreement and the Project. Any lawsuit or complaint of violation of laws that is received by the OPERATOR relative to this Agreement or the Project shall be immediately forwarded to the OWNER.
- 11.8. The OPERATOR shall cooperate and shall comply with all third party requirements with respect to documents in its possession as provided in the Freedom of Information Act, 5 ILCS 140/1 et seq.

12. MISCELLANEOUS PROVISIONS

- 12.1. **WAIVER:** No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach of the other, whether express or implied, shall not constitute a continuing waiver of or consent to, or a consent to or waiver of, or excuse for any different or subsequent breach.
- 12.2. **SEVERABILITY:** Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other of its provisions.
- 12.3. **LIMITATION OF ACTION:** Any action of any kind of the OPERATOR against the OWNER or the OWNER against the OPERATOR arising as a result of this Agreement must be commenced within one (1) year from the date the right, claim, demand or cause of action shall first accrue.
- 12.4. **APPLICABLE LAW: LEGAL PROCEEDINGS:** This Agreement shall be governed by the laws of the State of Illinois. The parties further agree that all legal proceedings arising out of, or relating to this Agreement shall be conducted in the County of DuPage, Illinois.
- 12.5. **COUNTERPARTS: HEADINGS:** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The section headings contained herein are for convenience of reference only and shall not control the interpretation of any term of condition hereof.
- 12.6. **AUTHORITY TO EXECUTE:** Each signatory on behalf of a Party to this Agreement warrants and represents that he or she is a duly authorized representative of that Party, with full power and authority to agree to this Agreement, and all terms herein, on behalf of that Party.
- 12.7. **NO JOINT VENTURE:** Nothing contained in this Agreement is intended by the Parties to create a joint venture between the Parties. It is understood and agreed that this Agreement does not provide for the joint exercise by the Parties of any activity, function or service, nor does it create a joint enterprise, nor does it constitute either Party as an agent of the other for any purpose whatsoever.
- 12.8. **ENTIRE AGREEMENT:** This Agreement, and the Exhibits attached to it contain the entire agreement between the Parties in connection with these transactions, and there are no oral or parole agreements, representations or inducements existing between the parties relating to these transactions which are not expressly set forth in this Agreement and covered by this Agreement.
- 12.9. **USE OF CAPTIONS:** The captions, section numbers and article numbers appearing in this Agreement are inserted only as a matter of convenience and do not define, limit, construe or describe the scope or intent of such paragraphs or articles of this Agreement nor in any way affect this Agreement.

13. OTHER DOCUMENTS

**VILLAGE OF CAROL STREAM
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Except as modified by this Agreement, OPERATOR agrees to comply with all requirements, promises and representations contained in the following documents. Said documents are attached hereto and are fully incorporated herein by reference.

- a. OWNER's NPDES Permits, See Exhibit C.
- b. OWNER's Sludge Disposal Permit, if applicable
- c. OWNER's Storm Water Pollution Prevention Plan, if required
- d. OWNER's Sewer and Industrial Pretreatment Ordinance

If the requirements, promises or representations contained in said documents should conflict with any provision of this Agreement, the terms of this Agreement shall control.

14. NOTICES

- 14.1 Any notice required by this Agreement shall be in writing, via certified or registered U.S. mail, postage prepaid, return receipt requested. Notice shall be deemed to have been duly given or made on the postmarked date. Notice shall be delivered to the following addresses, except as either party may, and from time to time (by written notice to the other party) provide:

Village of Carol Stream
ATTN: Director of Public Works
124 Gerzevske Lane
Carol Stream, Illinois 60188

Village of Carol Stream
ATTN: Village Clerk
500 N. Gary Avenue
Carol Stream, Illinois 60188

OPERATOR Contact Information:

Operations Management International, Inc.
ATTN: Contracts Manager
9191 South Jamaica Street
Suite 400
Englewood, CO 80112

15. EXHIBITS

- 15.1 The following exhibits are attached hereto and made a part hereof or incorporated herein by reference and made a part hereof:

Exhibit A DEFINITIONS

Exhibit B LOCATION OF PROJECT

Exhibit C NPDES PERMIT AND PROJECT CHARACTERISTICS

Exhibit D INSURANCE COVERAGE

Exhibit E VEHICLE INVENTORY AND MAINTENANCE EQUIPMENT
DESCRIPTION

Exhibit F THIRTY-DAY SUPPLY AND SPARE PARTS INVENTORY

Exhibit G ELECTRICITY AND HEATING FUEL ADJUSTMENT

IN WITNESS WHEREOF, the parties to this Agreement have set their hands and seals to this Agreement on the day and year first above written.

Village of Carol Stream

By: _____

Title: _____

ATTEST:

Title: _____

Operations Management International, Inc.:

By: _____

Title: _____

ATTEST:

Title: _____

EXHIBIT A

DEFINITIONS

- A.1 "Adequate Nutrients" means plant influent nitrogen, phosphorous, and iron contents proportional to BODS in the ratio of five (5) parts nitrogen, one (1) part phosphorous, and one-half (0.5) part iron for each one hundred (100) parts BODS.
- A.2 "Biologically Toxic Substances" means any substance or combination of substances contained in the plant influent in sufficiently high concentrations so as to interfere with the biological processes necessary for the removal of the organic and chemical constituents of the wastewater required to meet the discharge requirements of OWNER's NPDES permit. Biologically toxic substances include but are not limited to heavy metals, phenols, cyanides, pesticides, and herbicides.
- A.3 "Capital Expenditures (CapEx)" means any expenditures for (1) the purchase of new equipment or facility items that cost more than Two Thousand Five Hundred Dollars (\$2,500.00); or (2) major repairs that significantly extend equipment or facility service life and cost more than Two Thousand Five Hundred Dollars (\$2,500.00); or (3) expenditures that are planned, non-routine, and budgeted by OWNER.
- A.4 "Capital Expenditures (CapEx) Limit" means the agreed upon budget limit for the purpose of Capital Expenditures.
- A.5 "Cost" means the total of all costs determined on an accrual basis in accordance with generally accepted accounting principles, including but not limited to direct labor, labor overtime, chemicals, materials, supplies, electric and natural gas, waste hauling, tools, spare parts, equipment, repair, maintenance, sludge processing and disposal, outside contracted services, corporate insurance and security, travel, communications, and other general and administrative expenses.
- A.6 "Dewatering Facility" means the dewatering building, belt filter presses, conveyer, chemical feed system, pumps, valves, and all other associated appurtenances. Not included in this definition are any vehicles or heavy equipment required to transport dewatered sludge.
- A.7 "Equipment" shall mean any motorized machinery that is trailerable and operates on petroleum products.
- A.8 "Emergency Repair" means those repairs needed to be made immediately to ensure the proper operation of the project.

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- A.9 "Maintenance" means the cost of those routine and/or repetitive activities required or Recommended by the equipment or facility manufacturer or OPERATOR to maximize the service life of the equipment, sewer, vehicles, and facility.
- A.10 "Project" means all equipment, vehicles, grounds, and facilities described in Exhibit B and the management, operations, and maintenance of such.
- A.11 "Repairs and Maintenance" includes, but is not limited to, the cost for the following:
1. Those non-routine / non-repetitive activities required for operational continuity, safety, and performance generally resulting from failure or to avert a failure of the equipment, sewer, vehicle, or facility or some component thereof.
 2. Those routine and/or repetitive activities required or recommended by the equipment or facility manufacturer to maximize the service life of the equipment, sewer, vehicles, and facility, and
- A.12 "Repairs & Maintenance (R&M) Limit" means the agreed upon budget limit for the purpose of repairs and maintenance.
- A.13 "WRC" means the Village of Carol Streams Water Reclamation (Treatment) Center.

EXHIBIT B

LOCATION OF PROJECT

B.1 OPERATOR agrees to provide the services necessary for the management, operation, and maintenance of the following:

A. All equipment (except as noted below), vehicles, grounds, and facilities now existing within the current property boundaries of, or being used to, operate OWNER's Wastewater Treatment Plant located at:

245 Kuhn Road
Carol Stream, Illinois 60188

Excluded equipment:

<u>Asset Name</u>	<u>Asset ID</u>
Blower #8	CST-25108
Blower #8 Motor	CST-31515
Blower #7 Motor	CST-31514
East Aeration Basin # 9	CST-72113
East Aeration Basin # 11	CST-72115
East Aeration Basin # 8	CST-72112
East Aeration Basin # 10	CST-72114
East Aeration Basin # 7	CST-72111
Clarifier #6 Gear Box	CST-42021
East Effluent Splitter Box #1	CST-75101
Clarifier #5 Gear Box	CST-42020
Clarifier #5	CST-73005
Clarifier #6	CST-73006
Clarifier #6 Drive Motor	CST-31315
Clarifier #5 Drive Motor	CST-31314
East Influent Sampler Shed	CST-76003
East Influent Pump Station Control Panel	CST-12201
East Influent Sampler	CST-3104
East Inf Pump Station Elevator	CST-90001
East Influent Pump #3	CST-21003
East Influent Pump #1	CST-21001
East Pump Station Exhaust Fan	CST-91311
East Influent Splitter Box	CST-75105
East Influent Flow Meter	CST-5005

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<i>East Influent Palmer Bowlus Flume</i>	CST-5604
<i>East PS Dehumidifier</i>	CST-91401
<i>East Influent Pump #3 Motor</i>	CST-33403
<i>East Influent Pump #2 Motor</i>	CST-33402
<i>East Influent Pump #1 Motor</i>	CST-33401
<i>East Influent Pump #2</i>	CST-21002
<i>East Influent Wet Well</i>	CST-69102
<i>Sump Pump Motor</i>	CST-33302
<i>Blower #7</i>	CST-25107
<i>East RAS Dehumidifier</i>	CST-91402
<i>East RAS Pump #1</i>	CST-20005
<i>East RAS Pump #1 Motor</i>	CST-31527
<i>East RAS Pump #2 Motor</i>	CST-31528
<i>East RAS Pump #3 Motor</i>	CST-31529
<i>East RAS Pump #2</i>	CST-20006
<i>East RAS Pump #3</i>	CST-20007
<i>Dewatering Pump Motor</i>	CST-33305
<i>Clarifier #5 Gear Box</i>	REDUCER-G-36
<i>BLOWER #7</i>	CST-BLOWER-CT-7
<i>BLOWER #8</i>	CST-BLOWER-CT-8
<i>East Tank Effluent Sluice Gate</i>	CST-72185
<i>East Tank Influent Sluice Gate</i>	CST-72183
<i>Blower #8 Control Panel</i>	CST-12308
<i>Blower #7 Control Panel</i>	CST-12307
<i>Dewatering Pump</i>	CST-21006

B.2 List of Industrial Dischargers and Industrial Pre-treatment Ordinance.

- A. Significant Industrial User (SIU)
 - 1. Spicetec
 - 2. Interstate Power Systems
 - 3. Prinova USA
 - 4. Temple-Inland
 - 5. Davies Molding
 - 6. Peacock Engineering

- B. Categorical Industrial User (CIU)
 - 1. American Flange
 - 2. Core Pipe
 - 3. FIC America
 - 4. Galaxy Circuits
 - 5. ITW Trans Tech
 - 6. Ashland Sausage

VILLAGE OF CAROL STREAM
WRC CONTRACT OPERATOR

B.3 IPP Components:

IPP Components	OPERATOR Responsibility	OWNER Responsibility
Draft Permits	X	
Issue Permits		X
Draft Compliance	X	
Issue Compliance		X
Perform Inspections and Sampling per Approved Program	X	
IU survey every 3 years	X	
Prepare Annual Report	X	
Sign Annual Report		X
Updates to SUO		X
Local Limits		X
Maintain IPP files	X	

EXHIBIT C

NPDES PERMIT AND PROJECT CHARACTERISTICS

C.1 OPERATOR will operate so that effluent will meet the requirements of NPDES permit No. IL0026352 (most recent issued, October 1, 2015, copy attached). OPERATOR shall be responsible for meeting the effluent quality requirements of OWNER's NPDES permit and shall be responsible for such fines and legal action arising out of a failure to meet those requirements unless one or more of the following occurs:

- (1) The Project influent does not contain Adequate Nutrients to support operation of Project biological processes and/or contains Biologically Toxic Substances that cannot be removed by the existing process and facilities;
- (2) Dischargers into OWNER's sewer system violate any or all regulations as stated in the Water and Sewer Ordinance 85-05-36; and,
- (3) The WRC flow, influent BOD5, and/or suspended solids exceeds the Project Design Parameters as follows:

DESIGN PARAMETER	VALUE
Average Daily Flow, MGD	6.50
Maximum Peak Daily Flow, MGD	13.00
Peak Hourly Flow, MGD	16.25
Wet Weather Excess Flow, MGD	5.00
Peak Flow, MGD	21.25
Influent 5-Day Biochemical Oxygen Demand (BOD5), lbs/day	14,650
Influent Total Suspended Solids (TSS), lbs/day	22,250
Influent Ammonia Nitrogen (NH ₃ -N), lbs/day	1,900

C.2 In the event any one of the Project influent characteristics, suspended solids, BOD5, or flow, exceeds the design parameters stated above, OPERATOR shall return the plant effluent to the characteristics required by the NPDES permit in accordance with the following schedule after Project influent characteristics return to within design parameters.

CHARACTERISTICS EXCEEDING DESIGN PARAMETERS BY	MAXIMUM RECOVERY PERIOD (DAYS)
10% or Less	5
Above 10% Less than 20%	10
20% and Above	30

**VILLAGE OF CAROL STREAM
WRC CONTRACT OPERATOR**

Notwithstanding the above schedule, if failure to meet effluent quality limitations is caused by the presence of Biologically Toxic Substances or the lack of Adequate nutrients in the influent, then THE OPERATOR will have a thirty (30) day recovery period after the Influent is free from said substances or contains Adequate Nutrients.

C.3 The estimated Costs for services under this Agreement are based on the following Project characteristics:

PROJECT CHARACTERISTICS TO BASE ESTIMATED COST FOR SERVICES	VALUE
Average Daily Flow, MGD	5.84
Peak Hourly Flow, MGD	17.00
Influent 5-Day Biochemical Oxygen Demand (BOD5), lbs/day	9,886
Influent Total Suspended Solids (TSS), lbs/day	15,242
Influent Ammonia Nitrogen (NH ₃ -N), lbs/day	602

The above characteristics are the estimated twelve (12) month averages prior to the date services are first provided under this Agreement. Any change of twenty percent (20%) or more in any of these characteristics, based on a twelve (12) month moving average, will constitute a change in scope.



ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 • (217) 782-2829

BRUCE RAUNER, GOVERNOR

LISA BONNETT, DIRECTOR



217/782-0610

September 29, 2015

Village of Carol Stream
124 Gerzevske Lane
Carol Stream, Illinois 60188

Re: Village of Carol Stream
Carol Stream Water Reclamation Center
NPDES Permit No. IL0026352
Final Permit

Gentlemen:

Attached is the final NPDES Permit for your discharge. The Permit as issued covers discharge limitations, monitoring, and reporting requirements. Failure to meet any portion of the Permit could result in civil and/or criminal penalties. The Illinois Environmental Protection Agency is ready and willing to assist you in interpreting any of the conditions of the Permit as they relate specifically to your discharge.

Please note that the name of Outfall A01 has been changed and a footnote has been added on Page 4 of the permit.

The Agency has begun a program allowing the submittal of electronic Discharge Monitoring Reports (NetDMRs) instead of paper Discharge Monitoring Reports (DMRs). If you are interested in NetDMRs, more information can be found on the Agency website, <http://epa.state.il.us/water/net-dmr/index.html>. If your facility is not registered in the NetDMR program, a supply of preprinted paper DMR Forms for your facility will be sent to you prior to the initiation of DMR reporting under the reissued permit. Additional information and instructions will accompany the preprinted DMRs upon their arrival.

The attached Permit is effective as of the date indicated on the first page of the Permit. Until the effective date of any re-issued Permit, the limitations and conditions of the previously-issued Permit remain in full effect. You have the right to appeal any condition of the Permit to the Illinois Pollution Control Board within a 35 day period following the issuance date.

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Should you have questions concerning the Permit, please contact Kaushal Desai at 217/782-0610.

Sincerely,



Alan Keller, P.E.
Manager, Permit Section
Division of Water Pollution Control

SAK:KKD:15051201.bah

Attachment: Final Permit

cc: Records
Compliance Assurance Section
Des Plaines Region
Billing
CH2M Hill
US EPA
CMAP
DuPage River Salt Creek Workgroup

NPDES Permit No. IL0026352

Illinois Environmental Protection Agency

Division of Water Pollution Control

1021 North Grand Avenue East

Post Office Box 19276

Springfield, Illinois 62794-9276

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM

Reissued (NPDES) Permit

Expiration Date: September 30, 2020

Issue Date: September 29, 2015
Effective Date: October 1, 2015

Name and Address of Permittee:

Village of Carol Stream
124 Gerzevske Lane
Carol Stream, Illinois 60188

Facility Name and Address:

Carol Stream Water Reclamation Center
245 Kuhn Road
Carol Stream, Illinois 60188
(DuPage County)

Receiving Waters: Klein Creek

In compliance with the provisions of the Illinois Environmental Protection Act, Title 35 of the Ill. Adm. Code, Subtitle C, Chapter I, and the Clean Water Act (CWA), the above-named Permittee is hereby authorized to discharge at the above location to the above-named receiving stream in accordance with the Effluent Limitations, Monitoring, and Reporting requirements; Special Conditions and Attachment H Standard Conditions attached herein.

Permittee is not authorized to discharge after the above expiration date. In order to receive authorization to discharge beyond the expiration date, the Permittee shall submit the proper application as required by the Illinois Environmental Protection Agency (IEPA) not later than 180 days prior to the expiration date.



Alan Keller, P.E.
Manager, Permit Section
Division of Water Pollution Control

SAK.KKD:15051201.bah

NPDES Permit No. IL0026352

Effluent Limitations, Monitoring, and Reporting

FINAL

Discharge Number(s) and Name(s): B01 STP Internal Outfall

Load limits computed based on a design average flow (DAF) of 6.5 MGD (design maximum flow (DMF) of 13.0 MGD).

From the effective date of this Permit until the expiration date, the effluent of the above discharge(s) shall be monitored and limited at all times as follows:

<u>Parameter</u>	<u>LOAD LIMITS lbs/day</u>			<u>CONCENTRATION</u>			<u>Sample Frequency</u>	<u>Sample Type</u>
	<u>Monthly Average</u>	<u>Weekly Average</u>	<u>Daily Maximum</u>	<u>Monthly Average</u>	<u>Weekly Average</u>	<u>Daily Maximum</u>		
Flow (MGD)							Continuous	
CBOD ₅ ** ¹	542 (1084)		1084 (2168)	10		20	3 Days/Week	Composite
Suspended Solids** ¹	651 (1301)		1301 (2602)	12		24	3 Days/Week	Composite
pH	Shall be in the range of 6 to 9 Standard Units						3 Days/Week	Grab
Fecal Coliform****	Daily Maximum shall not exceed 400 per 100 mL (May through October)						3 Days/Week	Grab
Chlorine Residual****						0.05	3 Days/Week	Grab
Ammonia Nitrogen: As (N)*****								
April-October	81 (163)		163 (325)	1.5		3.0	3 Days/Week	Composite
November-February	211 (423)		434(867)	3.9		8.0	3 Days/Week	Composite
March	157(314)	401(802)	434 (867)	2.9	7.4	8.0	3 Days/Week	Composite
Total Phosphorus (as P) ²	54 (108)			1.0			3 Days/Week	Composite
Copper ³	1.4 (2.8)		2.2 (4.5)	0.0255		0.0414	3 Days/Week	Composite
Zinc ⁴	3.7 (7.4)			0.068			3 Days/Week	Composite
Chloride	Monitor only						1 Day/Month	Grab
Dissolved Phosphorus	Monitor only						1 Day/Month	Composite
Total Nitrogen	Monitor only						1 Day/Month	Composite
Nitrate/Nitrite	Monitor only						1 Day/Month	Composite
Total Kjeldahl Nitrogen (TKN)	Monitor only						1 Day/Month	Composite
Alkalinity	Monitor only						1 Day/Month	Grab
Temperature	Monitor only						1 Day/Month	Grab

Continue on Next Page

Effluent Limitations, Monitoring, and Reporting

FINAL

Discharge Number(s) and Name(s): B01 STP Internal Outfall (Continued from Previous Page)

	Monthly Average not less than	Weekly Average not less than	Daily Minimum		
Dissolved Oxygen March-July	N/A	6.0	5.0	3 Days/Week	Grab
August-February	5.5	4.5	3.5	3 Days/Week	Grab

*Load limits based on design maximum flow shall apply only when flow exceeds design average flow.

**Carbonaceous BOD₅ (CBOD₅) testing shall be in accordance with 40 CFR 136.

**** See Special Condition 9.

***** See Special Condition 21.

BOD₅ and Suspended Solids (85% removal required) For Discharge No. 001: In accordance with 40 CFR 133, the 30-day average percent removal shall not be less than 85 percent except as provided in Sections 133.103 and 133.105. The percent removal need not be reported to the IEPA on DMRs but influent and effluent data must be available, as required elsewhere in this Permit, for IEPA inspection and review. For measuring compliance with this requirement, 5 mg/L shall be added to the effluent CBOD₅ concentration to determine the effluent BOD₅ concentration.

Percent removal is a percentage expression of the removal efficiency across a treatment plant for a given pollutant parameter, as determined from the 30-day average values of the raw wastewater influent concentrations to the facility and the 30-day average values of the effluent pollutant concentrations for a given time period.

¹ See Special Condition 17.

² See Special Condition 22.

³ See Special Condition 23.

Flow shall be reported on the Discharge Monitoring Report (DMR) as monthly average and daily maximum.

Fecal Coliform shall be reported on the DMR as a daily maximum value.

pH shall be reported on the DMR as minimum and maximum value.

Chlorine Residual shall be reported on DMR as daily maximum value.

Dissolved oxygen shall be reported on the DMR as a minimum value.

Total Phosphorus shall be reported on the DMR as a daily maximum and monthly average value.

Effluent Limitations, Monitoring, and Reporting

FINAL

Discharge Number(s) and Name(s): A01 Treated Excess Flow Outfall** (Flows in excess of 9,028 gpm)

These flow facilities shall not be utilized until the main treatment facility is receiving its design maximum flow (DMF) * (Flow in excess of 9,028 gpm).

From the effective date of this Permit until the expiration date, the effluent of the above discharge(s) shall be monitored and limited at all times as follows:

CONCENTRATION
LIMITS (mg/L)

<u>Parameter</u>	<u>Monthly Average</u>	<u>Weekly Average</u>	<u>Sample Frequency</u>	<u>Sample Type</u>
Total Flow (MG)			Daily When Discharging	Continuous
Fecal Coliform	Daily Maximum Shall not Exceed 400 per 100 mL		Daily When Discharging	Grab
BOD ₅	Monitor Only		Daily When Discharging	Grab
Suspended Solids	Monitor Only		Daily When Discharging	Grab
Ammonia Nitrogen (as N)	Monitor Only		Daily When Discharging	Grab
Total Phosphorus (as P)	Monitor Only		Daily When Discharging	Grab

*An explanation shall be provided in comment section of the DMR should these facilities be used when the main treatment facility is not receiving Design Maximum Flow (DMF). The explanation shall identify the reasons the main facility is at a diminished treatment capacity. Additionally, the Permittee shall comply with the provisions of Special Condition 7.

**Untreated raw sewage is prohibited from discharging from this outfall

The duration of each A01 discharge and rainfall event (i.e., start and ending time) including rainfall intensity shall be provided in the comment section of the DMR.

Total flow in million gallons shall be reported on the Discharge Monitoring Report (DMR) in the quantity maximum column. The main treatment plant facility flow at the time that A01 excess flow facilities are first utilized shall be reported in the comment section of the DMR in gallons per minute (gpm).

Report the number of days of discharge in the comments section of the DMR.

BOD₅ and Suspended Solids shall be reported on the DMR as a daily maximum value.

Fecal Coliform shall be reported on the DMR as daily maximum

Ammonia Nitrogen shall be reported on the DMR as a daily maximum value.

Total Phosphorus shall be reported on the DMR as a daily maximum value.

Effluent Limitations, Monitoring, and Reporting

FINAL

Discharge Number(s) and Name(s): 001 Combined Discharge from A01 and B01 Outfall*

From the effective date of this Permit until the expiration date, the effluent of the above discharge(s) shall be monitored and limited at all times as follows:

Parameter	CONCENTRATION LIMITS (mg/L)		Sample Frequency	Sample Type
	Monthly Average	Weekly Average		
Total Flow (MG)			Daily When A01 is Discharging	Continuous
BOD ₅ **	30	45	Daily When A01 is Discharging	Grab
Suspended Solids**	30	45	Daily When A01 is Discharging	Grab
pH	Shall be in the range of 6 to 9 Standard Units		Daily When A01 is Discharging	Grab
Chlorine Residual	0.75		Daily When A01 is Discharging	Grab
Ammonia Nitrogen (as N)***	Monitor Only		Daily When A01 is Discharging	Grab
Total Phosphorus (as P)	Monitor Only		Daily When A01 is Discharging	Grab
Dissolved Oxygen	Monitor Only		Daily When A01 is Discharging	Grab

*An explanation shall be provided in comment section of the DMR should these facilities be used when the main treatment facility is not receiving Design Maximum Flow (DMF). The explanation shall identify the reasons the main facility is at a diminished treatment capacity. Additionally, the Permittee shall comply with the provisions of Special Condition 7.

** BOD₅ and Suspended Solids (85% removal required): In accordance with 40 CFR 133, the 30-day average percent removal shall not be less than 85 percent except as provided in Sections 133.103 and 133.105. The percent removal need not be reported to the IEPA on DMRs but influent and effluent data must be available, as required elsewhere in this Permit, for IEPA and USEPA inspection and review. For measuring compliance with this requirement, 5 mg/L shall be added to the effluent CBOD₅ concentration to determine the effluent BOD₅ concentration.

Percent removal is a percentage expression of the removal efficiency across a treatment plant for a given pollutant parameter, as determined from the 30-day average values of the raw wastewater influent concentrations to the facility and the 30-day average values of the effluent pollutant concentrations for a given time period.

***See Special Condition 19.

Total flow in million gallons shall be reported on the Discharge Monitoring Report (DMR) in the quantity maximum column. Report the number of days of discharge in the comments section of the DMR.

BOD₅ and Suspended Solids shall be reported on the DMR as a monthly and weekly average concentration.

pH shall be reported on the DMR as a minimum and a maximum.

Chlorine Residual shall be reported on the DMR as monthly average.

A monthly average value for ammonia shall be computed for each month that A01 discharges beginning one month after the effective date of the permit. A monthly average concentration shall be determined by combining data collected from 001 and B01 (only B01 data from days when A01 is not discharging) for the reporting period. These monitoring results shall be submitted to the Agency on the DMR. Ammonia Nitrogen shall also be reported on the DMR as a maximum value.

A monthly and weekly average value for Dissolved Oxygen (DO) shall be computed for each month that A01 discharges beginning one month after the effective date of the permit. The monthly and weekly average concentrations for 001 shall be determined by combining data collected from 001 and B01 (only B01 data from days when A01 is not discharging) for the reporting period. These monitoring results shall be submitted to the Agency on the DMR. DO shall also be reported on the DMR as a minimum value.

Total Phosphorus shall be reported on the DMR as a maximum value.

NPDES Permit No. IL0026352

Influent Monitoring, and Reporting

The influent to the plant shall be monitored as follows:

<u>Parameter</u>	<u>Sample Frequency</u>	<u>Sample Type</u>
Flow (MGD)	Continuous	
BOD ₅	3 Days/Week and Daily When Outfall A01 is Discharging	Composite
Suspended Solids	3 Days/Week and Daily When Outfall A01 is Discharging	Composite
Total Phosphorus (as P)	1 Day/Month	Composite
Total Nitrogen	1 Day/Month	Composite

Influent samples shall be taken at a point representative of the influent.

Flow (MGD) shall be reported on the Discharge Monitoring Report (DMR) as monthly average and daily maximum.

BOD₅ and Suspended Solids shall be reported on the DMR as a monthly average concentration.

Total Phosphorus and Total Nitrogen shall be reported on the DMR as a daily maximum value.

Special Conditions

SPECIAL CONDITION 1. This Permit may be modified to include different final effluent limitations or requirements which are consistent with applicable laws and regulations. The IEPA will public notice the permit modification.

SPECIAL CONDITION 2. The use or operation of this facility shall be by or under the supervision of a Certified Class 1 operator.

SPECIAL CONDITION 3. The IEPA may request in writing submittal of operational information in a specified form and at a required frequency at any time during the effective period of this Permit.

SPECIAL CONDITION 4. The IEPA may request more frequent monitoring by permit modification pursuant to 40 CFR § 122.63 and Without Public Notice.

SPECIAL CONDITION 5. The effluent, alone or in combination with other sources, shall not cause a violation of any applicable water quality standard outlined in 35 Ill. Adm. Code 302.

SPECIAL CONDITION 6. The Permittee shall record monitoring results on Discharge Monitoring Report (DMR) Forms using one such form for each outfall each month.

In the event that an outfall does not discharge during a monthly reporting period, the DMR Form shall be submitted with no discharge indicated.

The Permittee may choose to submit electronic DMRs (NetDMRs) instead of mailing paper DMRs to the IEPA. More information, including registration information for the NetDMR program, can be obtained on the IEPA website, <http://www.epa.state.il.us/water/net-dmr/index.html>.

The completed Discharge Monitoring Report forms shall be submitted to IEPA no later than the 25th day of the following month, unless otherwise specified by the permitting authority.

Permittees not using NetDMRs shall mail Discharge Monitoring Reports with an original signature to the IEPA at the following address:

Illinois Environmental Protection Agency
Division of Water Pollution Control
Attention: Compliance Assurance Section, Mail Code # 19
1021 North Grand Avenue East
Post Office Box 19276
Springfield, Illinois 62794-9276

SPECIAL CONDITION 7. The provisions of 40 CFR Section 122.41(m) & (n) are incorporated herein by reference.

SPECIAL CONDITION 8. Samples taken in compliance with the effluent monitoring requirements shall be taken:

- A. For Outfall Number B01: Samples for all effluent limitations and monitoring parameters applicable to Outfall B01 shall be taken at a point representative of the flows from Outfall B01 but prior to entry into the receiving stream. On days when there are discharges from Outfall A01, samples for all effluent limitations and monitoring parameters applicable to Outfall B01 shall be representative of discharges from B01 and shall be taken at a point prior to admixture with discharges from Outfall A01.
- B. For Outfall Number A01: Samples for all effluent limitations and monitoring parameters applicable to Outfall A01 shall be taken at a point representative of the discharge from Outfall A01 and shall be taken at a point prior to admixture with discharges from Outfall B01.
- C. For Outfall Number 001: Samples for all effluent limitations and monitoring parameters applicable to Outfall 001 shall be taken at a point representative of the discharge from Outfall 001 but prior to entry into the receiving stream and shall include all flow from Outfalls A01 and B01. On days when there are no discharges through Outfall A01, samples for discharges through Outfall 001 can be taken at the location of sampling for Outfall B01. Samples for discharges through Outfall B01 taken on days when Outfall A01 does not discharge must be reported on the DMR for both Outfalls B01 and 001. When there are discharges from Outfall A01, samples for all effluent limitations and monitoring parameters applicable to Outfall 001 shall be representative of the discharge from Outfall 001 and shall be taken at a point after flows from Outfalls A01 and B01 are mixed.

SPECIAL CONDITION 9. Fecal Coliform limits for Discharge Number B01 are effective May thru October. Sampling of Fecal Coliform is only required during this time period.

The total residual chlorine limit is applicable at all times. If the Permittee is chlorinating for any purpose during the months of November through April, sampling is required on a daily grab basis. Sampling frequency for the months of May through October shall be as indicated on effluent limitations, monitoring and reporting page of this Permit.

Special ConditionsSPECIAL CONDITION 10.A. Publicly Owned Treatment Works (POTW) Pretreatment Program General Provisions

1. The Permittee shall implement and enforce its approved Pretreatment Program which was approved on September 3, 1985 and all approved subsequent modifications thereto. The Permittee shall maintain legal authority adequate to fully implement the Pretreatment Program in compliance with Federal (40 CFR 403), State, and local laws and regulations. All definitions in this section unless specifically otherwise defined in this section, are those definitions listed in 40 CFR 403.3. U.S. EPA Region 5 is the Approval Authority for the administration of pretreatment programs in Illinois. The Permittee shall:
 - a. Develop and implement procedures to ensure compliance with the requirements of a pretreatment program as specified in 40 CFR 403.8(f)(2)
 - b. Carry out independent inspection and monitoring procedures at least once per year, which will determine whether each significant industrial user (SIU) is in compliance with applicable pretreatment standards; c. Evaluate whether each SIU needs a slug control plan or other action to control slug discharges. If needed, the SIU slug control plan shall include the items specified in 40 CFR 403.8(f)(2)(vi). For IUs identified as significant prior to November 14, 2005, this evaluation must have been conducted at least once by October 14, 2006; additional SIUs must be evaluated within 1 year of being designated an SIU;
 - d. Update its inventory of Industrial Users (IUs) at least annually and as needed to ensure that all SIUs are properly identified, characterized, and categorized;
 - e. Receive and review self monitoring and other IU reports to determine compliance with all pretreatment standards and requirements, and obtain appropriate remedies for noncompliance by any IU with any pretreatment standard and/or requirement;
 - f. Investigate instances of noncompliance, collect and analyze samples, and compile other information with sufficient care as to produce evidence admissible in enforcement proceedings, including judicial action;
 - g. Require development, as necessary, of compliance schedules by each industrial user to meet applicable pretreatment standards; and,
 - h. Maintain an adequate revenue structure and staffing level for continued operation of the Pretreatment Program.
2. The Permittee shall issue/reissue permits or equivalent control mechanisms to all SIUs prior to expiration of existing permits or prior to commencement of discharge in the case of new discharges. The permits at a minimum shall include the elements listed in 40 CFR § 403.8(f)(1)(iii)(B).
3. The Permittee shall develop, maintain, and enforce, as necessary, local limits to implement the general and specific prohibitions in 40 CFR § 403.5 which prohibit the introduction of any pollutant(s) which cause pass through or interference and the introduction of specific pollutants to the waste treatment system from any source of nondomestic discharge.
4. In addition to the general limitations expressed in Paragraph 3 above, applicable pretreatment standards must be met by all industrial users of the POTW. These limitations include specific standards for certain industrial categories as determined by Section 307(b) and (c) of the Clean Water Act, State limits, or local limits, whichever are more stringent.
5. The USEPA and IEPA individually retain the right to take legal action against any industrial user and/or the POTW for those cases where an industrial user has failed to meet an applicable pretreatment standard by the deadline date regardless of whether or not such failure has resulted in a permit violation.
6. The Permittee shall establish agreements with all contributing jurisdictions, as necessary, to enable it to fulfill its requirements with respect to all IUs discharging to its system.
7. Unless already completed, the Permittee shall within twenty four (24) months of the effective date of this Permit submit to USEPA and IEPA a proposal to modify and update its approved Pretreatment Program to incorporate Federal revisions to the general pretreatment regulations. The proposal shall include all changes to the approved program and the sewer use ordinance which are necessary to incorporate the revisions of the Pretreatment Streamlining Rule (which became effective on November 14, 2005), which are considered required changes, as described in the Pretreatment Streamlining Rule Fact Sheet 2.0: Required changes, available at: http://cfpub.epa.gov/npdes/whatsnew.cfm?program_id=3. This includes any necessary revisions to the Permittee's Enforcement Response Plan (ERP).
8. Within 24 months from the effective date of this permit, the Permittee shall conduct a technical re-evaluation of its local limitations consistent with U.S. EPA's Local Limits Development Guidance (July 2004), and submit the evaluation and any proposed

Special Conditions

revisions to its local limits to IEPA and U.S. EPA Region 5 for review and approval. U.S. EPA Region 5 will request Permittee to submit the evaluation and any proposed revisions to its local limits on the spreadsheet found at <http://www.epa.gov/region5/water/npdestek/Localimt.xlsx>. To demonstrate technical justification for new local industrial user limits or justification for retaining existing limits, the following information must be submitted to U.S. EPA:

- a. Total plant flow
- b. Domestic/commercial pollutant contributions for pollutants of concern
- c. Industrial pollutant contributions and flows
- d. Current POTW pollutant loadings, including loadings of conventional pollutants
- e. Actual treatment plant removal efficiencies, as a decimal (primary, secondary, across the wastewater treatment plant)
- f. Safety factor to be applied
- g. Identification of applicable criteria:
 - i. NPDES permit conditions
 - Specific NPDES effluent limitations
 - Water-quality criteria
 - Whole effluent toxicity requirements
 - Criteria and other conditions for sludge disposal
 - ii. Biological process inhibition
 - Nitrification
 - Sludge digester
 - iii. Collection system problems
- h. The Permittee's sludge disposal methods (land application, surface disposal, incineration, landfill)
- i. Sludge flow to digester
- j. Sludge flow to disposal
- k. % solids in sludge to disposal, not as a decimal
- l. % solids in sludge to digester, not as a decimal
- m. Plant removal efficiencies for conventional pollutants
- n. If revised industrial user discharge limits are proposed, the method of allocating available pollutants loads to industrial users
- o. A comparison of maximum allowable headworks loadings based on all applicable criteria listed in g, above
- p. Pollutants that have caused:
 - i. Violations or operational problems at the POTW, including conventional pollutants
 - ii. Fires and explosions
 - iii. Corrosion
 - iv. Flow obstructions
 - v. Increased temperature in the sewer system
 - vi. Toxic gases, vapors or fumes that caused acute worker health and safety problems
 - vii. Toxicity found through Whole Effluent Toxicity testing
 - viii. Inhibition
- q. Pollutants designated as "monitoring only" in the NPDES permit
- r. Supporting data, assumptions, and methodologies used in establishing the information a through q above

B. Reporting and Records Requirements

1. The Permittee shall provide an annual report briefly describing the permittee's pretreatment program activities over the previous calendar year. Permittees who operate multiple plants may provide a single report providing all plant-specific reporting requirements are met. Such report shall be submitted no later than April 28 of each year to USEPA, Region 5, 77 West Jackson Blvd., Chicago, Illinois 60604, Attention: Water Enforcement & Compliance Assurance Branch, and shall be in the format set forth in IEPA's POTW Pretreatment Report Package which contains information regarding:
 - a. An updated listing of the Permittee's significant industrial users, indicating additions and deletions from the previous year, along with brief explanations for deletions. The list shall specify which categorical Pretreatment standards, if any, are applicable to each Industrial User.
 - b. A descriptive summary of the compliance activities including numbers of any major enforcement actions, (i.e., administrative orders, penalties, civil actions, etc.), and the outcome of those actions. This includes an assessment of the compliance status of the Permittee's industrial users and the effectiveness of the Permittee's Pretreatment Program in meeting its needs and objectives.
 - c. A description of all substantive changes made to the Permittee's Pretreatment Program. Changes which are 'substantial modifications' as described in 40 CFR § 403.18(c) must receive prior approval from the USEPA.
 - d. Results of sampling and analysis of POTW influent, effluent, and sludge.
 - e. A summary of the findings from the priority pollutants sampling. As sufficient data becomes available the IEPA may

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modify this Permit to incorporate additional requirements relating to the evaluation, establishment, and enforcement of local limits for organic pollutants. Any permit modification is subject to formal due process procedures pursuant to State and Federal law and regulation. Upon a determination that an organic pollutant is present that causes interference or pass through, the Permittee shall establish local limits as required by 40 CFR § 403.5(c).

2. The Permittee shall maintain all pretreatment data and records for a minimum of three (3) years. This period shall be extended during the course of unresolved litigation or when requested by the IEPA or the Regional Administrator of USEPA. Records shall be available to USEPA and the IEPA upon request.
3. The Permittee shall establish public participation requirements of 40 CFR 25 in implementation of its Pretreatment Program. The Permittee shall at least annually, publish the names of all IU's which were in significant noncompliance (SNC), as defined by 40 CFR § 403.8(f)(2)(viii), in a newspaper of general circulation that provides meaningful public notice within the jurisdictions served by the Permittee or based on any more restrictive definition of SNC that the POTW may be using.
4. The Permittee shall provide written notification to the USEPA, Region 5, 77 West Jackson Blvd., Chicago, Illinois 60604, Attention: NPDES Programs Branch and to the Deputy Counsel for the Division of Water Pollution Control, IEPA, 1021 North Grand Avenue East, P.O. Box 19276, Springfield, Illinois 62794-9276 within five (5) days of receiving notice that any Industrial User of its sewage treatment plant is appealing to the Circuit Court any condition imposed by the Permittee in any permit issued to the Industrial User by Permittee. A copy of the Industrial User's appeal and all other pleadings filed by all parties shall be mailed to the Deputy Counsel within five (5) days of the pleadings being filed in Circuit Court.

C. Monitoring Requirements

1. The Permittee shall monitor its influent, effluent and sludge and report concentrations of the following parameters on monitoring report forms provided by the IEPA and include them in its annual report. Samples shall be taken at semi-annual intervals at the indicated reporting limit or better and consist of a 24-hour composite unless otherwise specified below. Sludge samples shall be taken of final sludge and consist of a grab sample reported on a dry weight basis.

STORET CODE	PARAMETER	Minimum reporting limit
01097	Antimony	0.07 mg/L
01002	Arsenic	0.05 mg/L
01007	Barium	0.5 mg/L
01012	Beryllium	0.005 mg/L
01027	Cadmium	0.001 mg/L
01032	Chromium (hex) (grab not to exceed 24 hours)*	0.01 mg/L
01034	Chromium (total)	0.05 mg/L
01042	Copper	0.005 mg/L
00718	Cyanide (grab)*(available **** or amenable to chlorination)	5.0 ug/L
00720	Cyanide (total) (grab)	5.0 ug/L
00951	Fluoride*	0.1 mg/L
01045	Iron (total)	0.5 mg/L
01046	Iron (Dissolved)*	0.5 mg/L
01051	Lead	0.05 mg/L
01055	Manganese	0.5 mg/L
71900	Mercury (effluent grab)***	1.0 ng/L**
01067	Nickel	0.005 mg/L
00556	Oil (hexane soluble or equivalent) (Grab Sample only)*	5.0 mg/L
32730	Phenols (grab)	0.005 mg/L
01147	Selenium	0.005 mg/L
01077	Silver (total)	0.003 mg/L
01059	Thallium	0.3 mg/L
01092	Zinc	0.025 mg/L

* Influent and effluent only

**1 ng/L = 1 part per trillion.

***Utilize USEPA Method 1631E and the digestion procedure described in Section 11.1.1.2 of 1631E, other approved methods may be used for influent (composite) and sludge.

****USEPA Method OIA - 1617.

Minimum reporting limits are defined as: (1) The minimum value below which data are documented as non-detects. (2) Three to ten times the method detection limit. (3) The minimum value of the calibration range.

All samples containers, preservatives, holding times, analyses, method detection limit determinations and quality assurance/quality control requirements shall be in accordance with 40 CFR 136.

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Unless otherwise indicated, concentrations refer to the total amount of the constituent present in all phases, whether solid, suspended or dissolved, elemental or combined including all oxidation states. Where constituents are commonly measured as other than total, the phase is so indicated.

2. The Permittee shall conduct an analysis for the one hundred and ten (110) organic priority pollutants identified in 40 CFR 122 Appendix D, Table II as amended. This monitoring shall be done annually and reported on monitoring report forms provided by the IEPA and shall consist of the following:

- a. The influent and effluent shall be sampled and analyzed for the one hundred and ten (110) organic priority pollutants. The sampling shall be done during a day when industrial discharges are expected to be occurring at normal to maximum levels.

Samples for the analysis of acid and base/neutral extractable compounds shall be 24-hour composites.

Five (5) grab samples shall be collected each monitoring day to be analyzed for volatile organic compounds. A single analysis for volatile pollutants (Method 624) may be run for each monitoring day by compositing equal volumes of each grab sample directly in the GC purge and trap apparatus in the laboratory, with no less than one (1) mL of each grab included in the composite.

Wastewater samples must be handled, prepared, and analyzed by GC/MS in accordance with USEPA Methods 624 and 625 of 40 CFR 136 as amended.

- b. The sludge shall be sampled and analyzed for the one hundred and ten (110) organic priority pollutants. A sludge sample shall be collected concurrent with a wastewater sample and taken as final sludge.

Sampling and analysis shall conform to USEPA Methods 624 and 625 unless an alternate method has been approved by IEPA.

- c. Sample collection, preservation and storage shall conform to approved USEPA procedures and requirements.

3. In addition, the Permittee shall monitor any new toxic substances as defined by the Clean Water Act, as amended, following notification by the IEPA or U.S. EPA.

4. Permittee shall report any noncompliance with effluent or water quality standards in accordance with Standard Condition 12(f) of this Permit.

5. Analytical detection limits shall be in accordance with 40 CFR 136. Minimum detection limits for sludge analyses shall be in accordance with 40 CFR 503.

D. Pretreatment Reporting

US EPA Region 5 is the approval Authority for administering the pretreatment program in Illinois. All requests for modification of pretreatment program elements should be submitted in redline/strikeout electronic format and must be sent to US EPA at r5npdes@epa.gov.

Permittee shall upon notice from US EPA, modify any pretreatment program element found to be inconsistent with 40 CFR 403.

SPECIAL CONDITION 11. The Permittee has undergone a Monitoring Reduction review and the influent and effluent sample frequency has been reduced for parameters due to sustained compliance. The IEPA may require that the influent and effluent sampling frequency for these parameters be increased without Public Notice. This provision does not limit EPA's authority to require additional monitoring, information or studies pursuant to Section 308 of the CWA.

SPECIAL CONDITION 12. During January of each year the Permittee shall submit annual fiscal data regarding sewerage system operations to the Illinois Environmental Protection Agency/Division of Water Pollution Control/Compliance Assurance Section. The Permittee may use any fiscal year period provided the period ends within twelve (12) months of the submission date.

Submission shall be on forms provided by IEPA titled "Fiscal Report Form For NPDES Permittees".

SPECIAL CONDITION 13. For the duration of this Permit, the Permittee shall determine the quantity of sludge produced by the treatment facility in dry tons or gallons with average percent total solids analysis. The Permittee shall maintain adequate records of the quantities of sludge produced and have said records available for U.S. EPA and IEPA inspection. The Permittee shall submit to the IEPA, at a minimum, a semi-annual summary report of the quantities of sludge generated and disposed of, in units of dry tons or gallons (average total percent solids) by different disposal methods including but not limited to application on farmland, application on reclamation land, landfilling, public distribution, dedicated land disposal, sod farms, storage lagoons or any other specified disposal method. Said

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reports shall be submitted to the IEPA by January 31 and July 31 of each year reporting the preceding January thru June and July thru December interval of sludge disposal operations.

Duty to Mitigate. The Permittee shall take all reasonable steps to minimize any sludge use or disposal in violation of this Permit.

Sludge monitoring must be conducted according to test procedures approved under 40 CFR 136 unless otherwise specified in 40 CFR 503, unless other test procedures have been specified in this Permit.

Planned Changes. The Permittee shall give notice to the IEPA on the semi-annual report of any changes in sludge use and disposal.

The Permittee shall retain records of all sludge monitoring, and reports required by the Sludge Permit as referenced in Standard Condition 25 for a period of at least five (5) years from the date of this Permit.

If the Permittee monitors any pollutant more frequently than required by this permit or the Sludge Permit, the results of this monitoring shall be included in the reporting of data submitted to the IEPA.

The Permittee shall comply with existing federal regulations governing sewage sludge use or disposal and shall comply with all existing applicable regulations in any jurisdiction in which the sewage sludge is actually used or disposed.

The Permittee shall comply with standards for sewage sludge use or disposal established under section 405(d) of the CWA within the time provided in the regulations that establish the standards for sewage sludge use or disposal even if the permit has not been modified to incorporate the requirement.

The Permittee shall ensure that the applicable requirements in 40 CFR Part 503 are met when the sewage sludge is applied to the land, placed on a surface disposal site, or fired in a sewage sludge incinerator.

Monitoring reports for sludge shall be reported on the form titled "Sludge Management Reports" to the following address:

Illinois Environmental Protection Agency
Bureau of Water
Compliance Assurance Section
Mail Code #19
1021 North Grand Avenue East
Post Office Box 19276
Springfield, Illinois 62794-9276

SPECIAL CONDITION 14. The Permittee shall conduct biomonitoring of the effluent from Discharge Number(s) B01.

Biomonitoring

1. Acute Toxicity - Standard definitive acute toxicity tests shall be run on at least two trophic levels of aquatic species (fish, invertebrate) representative of the aquatic community of the receiving stream. Testing must be consistent with Methods for Measuring the Acute Toxicity of Effluents and Receiving Waters to Freshwater and Marine Organisms (Fifth Ed.) EPA/821-R-02-012. Unless substitute tests are pre-approved, the following tests are required:
 - a. Fish - 96 hour static LC₅₀ Bioassay using fathead minnows (*Pimephales promelas*).
 - b. Invertebrate 48-hour static LC₅₀ Bioassay using *Ceriodaphnia*.
2. Testing Frequency - The above tests shall be conducted using 24-hour composite samples unless otherwise authorized by the IEPA. Samples must be collected in the 18th, 15th, 12th, and 9th month prior to the expiration date of this Permit.
3. Reporting - Results shall be reported according to EPA/821-R-02-012, Section 12, Report Preparation, and shall be submitted to IEPA, Bureau of Water, Compliance Assurance Section within one week of receipt from the laboratory. Reports are due to the IEPA no later than the 16th, 13th, 10th, and 7th month prior to the expiration date of this Permit.
4. Toxicity - Should a bioassay result in toxicity to >20% of organisms test in the 100% effluent treatment, the IEPA may require, upon notification, six (6) additional rounds of monthly testing on the affected organism(s) to be initiated within 30 days of the toxic bioassay. Results shall be submitted to IEPA within (1) week of becoming available to the Permittee. Should any of the additional bioassays result in toxicity to \geq 50% of organisms tested in the 100% effluent treatments, the Permittee shall immediately notify IEPA in writing of the test results.
5. Toxicity Reduction Evaluation and Identification - Should the biomonitoring program identify toxicity and result in notification by IEPA, the permittee shall develop a plan for toxicity reduction evaluation and identification. This plan shall be developed and implemented in accordance with Toxicity Reduction Evaluation Guidance for Municipal Wastewater Treatment Plants,

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EPA/833B-99/002, and shall include an evaluation to determine which chemicals have a potential for being discharged in the plant wastewater, a monitoring program to determine their presence or absence and to identify other compounds which are not being removed by treatment, and other measures as appropriate. The Permittee shall submit to the IEPA its plan within ninety (90) days following notification by the IEPA. The Permittee shall implement the plan within ninety (90) days of notification date of the permittee above or other such date as is received by letter from IEPA.

The IEPA may modify this Permit during its term to incorporate additional requirements or limitations based on the results of the biomonitoring. In addition, after review of the monitoring results and toxicity reduction evaluation, the IEPA may modify this Permit to include numerical limitations for specific toxic pollutants and additional whole effluent toxicity monitoring to confirm the results of the evaluation. Modifications under this condition shall follow public notice and opportunity for hearing.

SPECIAL CONDITION 15. The Permittee shall work towards the goals of achieving no discharges from sanitary sewer overflows or basement back-ups and ensuring that overflows or back-ups, when they do occur do not cause or contribute to violations of applicable standards or cause impairment in any adjacent receiving water. Overflows from sanitary sewers are expressly prohibited by the permit and by Ill. Adm. Code 306.304. In order to accomplish these goals of complying with this prohibition and mitigating the adverse impacts of any such overflows if they do occur, the Permittee shall (A) identify and report to IEPA all SSOs that do occur, and (B) develop, implement and submit to the IEPA a Capacity, Management, Operations, and Maintenance (CMOM) plan which includes an Asset Management strategy within 12 months of the effective date of this Permit or review and revise any existing plan accordingly. The Permittee shall modify the Plan to incorporate any comments that it receives from IEPA and shall implement the modified plan as soon as possible. The Permittee should work as appropriate, in consultation with affected authorities at the local, county, and/or state level to develop the plan components involving third party notification of overflow events. The Permittee may be required to construct additional sewage transport and/or treatment facilities in future permits or other enforceable documents should the implemented CMOM plan indicate that the Permittee's facilities are not capable of conveying and treating the flow for which they are designed. The CMOM plan shall include the following elements:

A. Measures and Activities:

1. A complete map and system inventory for the collection system owned and operated by the Permittee;
2. Organizational structure; budgeting; training of personnel; legal authorities; schedules for maintenance, sewer system cleaning, and preventative rehabilitation; checklists, and mechanisms to ensure that preventative maintenance is performed on equipment owned and operated by the Permittee;
3. Documentation of unplanned maintenance;
4. An assessment of the capacity of the collection and treatment system owned and operated by the Permittee at critical junctions and immediately upstream of locations where overflows and backups occur or are likely to occur; use flow monitoring as necessary;
5. Identification and prioritization of structural deficiencies in the system owned and operated by the Permittee;
6. Operational control, including documented system control procedures, scheduled inspections and testing;
7. The Permittee shall develop and implement an Asset Management strategy to ensure the long-term sustainability of the collection system. Asset Management shall be used to assist the Permittee in making decisions on when it is most appropriate to repair, replace or rehabilitate particular assets and develop long-term funding strategies; and
8. Asset Management shall include but is not limited to the following elements:
 - a. Asset Inventory and State of the Asset;
 - b. Level of Service;
 - c. Critical Asset Identification;
 - d. Life Cycle Cost; and
 - e. Long-Term Funding Strategy.

B. Design and Performance Provisions:

1. Monitor the effectiveness of CMOM;
2. Upgrade the elements of the CMOM plan as necessary; and
3. Maintain a summary of CMOM activities.

C. Overflow Response Plan:

1. Know where overflows and back-ups within the facilities owned and operated by the Permittee occur;
2. Respond to each overflow or back-up to determine additional actions such as clean up; and
3. Locations where basement back-ups and/or sanitary sewer overflows occur shall be evaluated as soon as practicable for excessive inflow/infiltration, obstructions or other causes of overflows or back-ups as set forth in the System Evaluation Plan.

D. System Evaluation Plan:

1. Summary of existing SSO and Excessive I/I areas in the system and sources of contribution;
2. Evaluate plans to reduce I/I and eliminate SSOs;
3. Special provisions for Pump Stations and force mains and other unique system components; and

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- 4. Construction plans and schedules for correction.

E. Reporting and Monitoring Requirements:

- 1. Program for SSO detection and reporting; and
- 2. Program for tracking and reporting basement back-ups, including general public complaints.

F. Third Party Notice Plan:

- 1. Describes how, under various overflow scenarios, the public, as well as other entities, would be notified of overflows within the Permittee's system that may endanger public health, safety or welfare;
- 2. Identifies overflows within the Permittee's system that would be reported, giving consideration to various types of events including events with potential widespread impacts;
- 3. Identifies who shall receive the notification;
- 4. Identifies the specific information that would be reported including actions that will be taken to respond to the overflow;
- 5. Includes a description of the lines of communication; and
- 6. Includes the identities and contact information of responsible POTW officials and local, county, and/or state level officials.

For additional information concerning USEPA CMOM guidance and Asset Management please refer to the following web site addresses. http://www.epa.gov/npdes/pubs/cmom_guide_for_collection_systems.pdf and http://water.epa.gov/type/watersheds/wastewater/upload/guide_smallsystems_assetmanagement_bestpractices.pdf

SPECIAL CONDITION 16. The Permittee may collect data in support of developing a site-specific metals translator for copper and zinc consistent with EPA Guidance. Data collection to support a site-specific metals translator must include Total and dissolved metal samples collected at least once per week for twelve weeks and must be collected from representative flow of the effluent and from within the receiving stream at a location downstream of the discharge indicative of complete mixing between the effluent and the receiving water. The IEPA will review submitted sample data and may modify this Permit.

SPECIAL CONDITON 17.

- 1. The Permittee shall participate in the DuPage River Salt Creek Workgroup (DRSCW). The Permittee shall work with other watershed members of the DRSCW to determine the most cost effective means to remove dissolved oxygen (DO) and offensive condition impairments in the DRSCW watersheds.
- 2. The Permittee shall ensure that the following projects and activities set out in the DRSCW Implementation Plan (April 16, 2015), are completed (either by the permittee or through the DRSCW) by the schedule dates set forth below; and that the short term objectives are achieved for each by the time frames identified below:

Project Name	Completion Date	Short Term Objectives	Long Term Objectives
Oak Meadows Golf Course dam removal	December 31, 2016	Improve DO	Improve fish passage
Oak Meadows Golf Course stream restoration	December 31, 2017	Improve aquatic habitat (QHEI), reduce inputs of nutrients and sediment	Raise miBi
Fawell Dam Modification	December 31, 2018	Modify dam to allow fish passage	Raise fiBi upstream of structure
Spring Brook Restoration and dam removal	December 31, 2019	Improve aquatic habitat (QHEI), reduce inputs of nutrients and sediment	Raise miBi and fiBi
Fullersburg Woods dam modification concept plan development	December 31, 2016	Identify conceptual plan for dam modification and stream restoration	Build consensus among plan stakeholders
Fullersburg Woods dam modification	December 31, 2021	Improve DO, improve aquatic habitat (QHEI)	Raise miBi and fiBi

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Fullersburg Woods dam modification area stream restoration	December 31, 2022	Improve aquatic habitat (QHEI), reduce inputs of nutrients and sediment	Raise miBi and fiBi
Southern West Branch Physical Enhancement	December 31, 2022	Improve aquatic habitat (QHEI)	Raise miBi and fiBi
Southern East Branch Stream Enhancement	December 31, 2023	Improve aquatic habitat (QHEI), reduce inputs of nutrients and sediment	Raise miBi and fiBi
QUAL 2K East Branch and Salt Creek	December 31, 2023	Collect new baseline data and update model	Quantify improvements in watershed. Identify next round of projects for years beyond 2024.
NPS Phosphorus Feasibility Analysis	December 31, 2021	Assess NPS performance from reductions leaf litter and street sweeping	Reduce NPS contributions to lowest practical levels

3. The Permittee shall participate in implementation of a watershed Chloride Reduction Program, either directly or through the DRSCW. The program shall work to decrease DRSCW watershed public agency chloride application rates used for winter road safety, with the objective of decreasing watershed chloride loading. The Permittee shall submit an annual report on the annual implementation of the program identifying the practices deployed, chloride application rates, estimated reductions achieved, analyses of watershed chloride loads, precipitation, air temperature conditions and relative performance compared to a baseline condition. The report shall be provided to the Agency by March 31 of each year reflecting the Chloride Abatement Program performance for the preceding year (example: 2015-16 winter season report shall be submitted no later than March 31, 2017). The Permittee may work cooperatively with the DRSCW to prepare a single annual progress report that is common among DRSCW Permittees.
4. The Permittee shall submit an annual progress report on the projects listed in the table of paragraph 2 above to the Agency by March 31 of each year. The report shall include project implementation progress. The Permittee may work cooperatively with the DRSCW to prepare a single annual progress report that is common among DRSCW Permittees.
5. The Permittee shall develop a written Phosphorus Discharge Optimization Plan. In developing the plan, the Permittee shall evaluate a range of measures for reducing phosphorus discharges from the treatment plant, including possible source reduction measures, operational improvements, and minor low cost facility modifications that will optimize reductions in phosphorus discharges from the wastewater treatment facility. The Permittee's evaluation shall include, but not necessarily be limited to, an evaluation of the following optimization measures:
 - a. WWTF influent reduction measures.
 - i. Evaluate the phosphorus reduction potential of users.
 - ii. Determine which sources have the greatest opportunity for reducing phosphorus (e.g., industrial, commercial, institutional, municipal, and others).
 1. Determine whether known sources (e.g., restaurant and food preparation) can adopt phosphorus minimization and water conservation plans.
 2. Evaluate implementation of local limits on influent sources of excessive phosphorus.
 - b. WWTF effluent reduction measures.
 - i. Reduce phosphorus discharges by optimizing existing treatment processes without causing non-compliance with permit effluent limitations or adversely impacting stream health.
 1. Adjust the solids retention time for biological phosphorus removal.
 2. Adjust aeration rates to reduce DO and promote biological phosphorus removal.
 3. Change aeration settings in plug flow basins by turning off air or mixers at the inlet side of the basin system.
 4. Minimize impact on recycle streams by improving aeration within holding tanks.

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5. Adjust flow through existing basins to enhance biological nutrient removal.
 6. Increase volatile fatty acids for biological phosphorus removal.
6. Within 24 months of the effective date of this permit, the Permittee shall finalize the written Phosphorus Discharge Optimization Evaluation Plan and submit it to IEPA. The plan shall include a schedule for implementing all of the evaluated optimization measures that can practically be implemented and include a report that explains the basis for rejecting any measure that was deemed impractical. The schedule for implementing all practical measures shall be no longer than 36 months after the effective date of this permit. The Permittee shall implement the measures set forth in the Phosphorus Discharge Optimization Plan in accordance with the schedule set forth in that Plan. The Permittee shall modify the Plan to address any comments that it receives from IEPA and shall implement the modified plan in accordance with the schedule therein.

Annual progress reports on the optimization of the existing treatment facilities shall be submitted to the Agency by March 31 of each year beginning 24 months from the effective date of the permit.

7. The Permittee shall, within 24 months of the effective date of this permit, complete a feasibility study that evaluates the timeframe, and construction and O & M costs of reducing phosphorus levels in its discharge to a level consistently meeting a limit of 1 mg/L, 0.5 mg/L and 0.1 mg/L utilizing a range of treatment technologies including, but not necessarily limited to, biological phosphorus removal, chemical precipitation, or a combination of the two. The study shall evaluate the construction and O & M costs of the different treatment technologies for these limits on a monthly, seasonal, and annual average basis. For each technology and each phosphorus discharge level evaluated, the study shall also evaluate the amount by which the Permittee's typical household annual sewer rates would increase if the Permittee constructed and operated the specific type of technology to achieve the specific phosphorus discharge level. Within 24 months of the effective date of this Permit, the Permittee shall submit to the Agency and the DRSCW a written report summarizing the results of the study.
8. Total phosphorus in the effluent shall be limited as follows:
 - a. If the Permittee will use chemical precipitation to achieve the limit, the effluent limitation shall be 1.0 mg/L on a monthly average basis, effective 10 years after the effective date of this permit unless the Agency approves and reissues or modifies the permit to include an alternate phosphorus reduction program pursuant to paragraph c or d below that is fully implemented within 10 years of the effective date of this permit.
 - b. If the Permittee will primarily use biological phosphorus removal to achieve the limit, the effluent limitation shall be 1.0 mg/L monthly average to be effective 11 years after the effective date of this permit unless the Agency approves and reissues or modifies the permit to include an alternate phosphorus reduction program pursuant to paragraph c or d below that is fully implemented within 11 years of the effective date of this permit.
 - c. The Agency may modify this permit if the DRSCW has developed and implemented a trading program for POTWs in the DRSCW watersheds, providing for reallocation of allowed phosphorus loadings between two or more POTWs in the DRSCW watersheds, that delivers the same results of overall watershed phosphorus point-source reduction and loading anticipated from the uniform application of the applicable 1.0 mg/L monthly average effluent limitation among the POTW permits in the DRSCW watersheds and removes DO and offensive condition impairments and meet the applicable dissolved oxygen criteria in 35 IL Adm. Code 302.206 and the narrative offensive aquatic algae criteria in 35 IL Adm. Code 302.203.
 - d. The Agency may modify this permit if the DRSCW has demonstrated and implemented an alternate means of reducing watershed phosphorus loading to a comparable result within the timeframe of the schedule of this condition and removes DO and offensive condition impairments and meet the applicable dissolved oxygen criteria in 35 IL Adm. Code 302.206 and the narrative offensive aquatic algae criteria in 35 IL Adm. Code 302.203.
9. The Permittee shall monitor the wastewater effluent, consistent with the monitoring requirements on Page 2 of this permit, for total phosphorus, dissolved phosphorus, nitrate/nitrite, total Kjeldahl nitrogen (TKN), ammonia, total nitrogen (calculated), alkalinity and temperature at least once a month. The Permittee shall monitor the wastewater influent for total phosphorus and total nitrogen at least once a month. The results shall be submitted on NetDMRs to the Agency unless otherwise specified by the Agency.
10. The Permittee shall submit a Nutrient Implementation Plan (NIP) for the DRSCW watersheds that identifies phosphorus input reductions by point source discharges, non-point source discharges and other measures necessary to remove DO and offensive condition impairments and meet the applicable dissolved oxygen criteria in 35 IL Adm. Code 302.206 and the narrative offensive aquatic algae criteria in 35 IL Adm. Code 302.203. The NIP shall also include a schedule for implementation of the phosphorus input reductions and other measures. The Permittee may work cooperatively with the DRSCW to prepare a single NIP that is common among DRSCW permittees. The NIP shall be submitted to the Agency by December 31, 2023.

SPECIAL CONDITION 18. The Permittee shall monitor the effluent for Dichlorobromomethane and Bis(2-ethylhexyl)phthalate once a month for a period of ten (10) consecutive months, beginning three (3) months from the effective date of this Permit. The Permit may be modified with public notice to establish effluent limitations, if appropriate, based on information obtained through sampling. The sample shall be a 24-hour effluent composite and the results shall be submitted on the DMRs to IEPA.

SPECIAL CONDITION 19. The Agency shall consider all monitoring data submitted by the discharger in accordance with the monitoring requirements of this permit for all parameters, including but not limited to data pertaining to ammonia and dissolved oxygen for discharges from Discharge Number 001, to determine whether the discharges are at levels which cause, have the reasonable potential to cause or

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contribute to exceedances of water quality standards; and, if so, to develop appropriate water quality based effluent limitations. If the discharger wants the Agency to consider mixing when determining the need for and establishment of water quality based effluent limitations, the discharger shall submit a study plan on mixing to the Agency for the Agency's review and comment within two (2) months of the effective date of this Permit.

SPECIAL CONDITION 20. The Permittee may collect data in support of developing site-specific effluent limitations for ammonia nitrogen. In-stream monitoring for pH and temperature would be required. Samples should be taken downstream at a point representative of substantial mixing with the receiving stream and below the surface. A monitoring plan must be submitted to the Agency for approval which indicates the location, sample frequency, and duration of the monitoring program.

SPECIAL CONDITION 21. Project Description: Compliance with Ammonia Nitrogen Water Quality Standards

Thirty six (36) months from the effective date of this Permit the following ammonia nitrogen (as N) limits shall become effective:

	Load Limits lbs/day			Concentration Limits mg/L		
	Monthly Average	DAF (DMF)* Weekly Average	Daily Maximum	Monthly Average	Weekly Average	Daily Maximum
April-October	81 (163)		163 (325)	1.5		3.0
November-February	211 (423)		271 (542)	3.9		5.0
March	141 (282)	352 (705)	434 (867)	2.6	6.5	8.0

*Load limits based on design maximum flow shall apply only when flow exceeds the design average flow.

The Permittee shall complete the project described above in accordance with the following schedule:

- A. Interim Report on what measures are necessary to comply with Final Ammonia Nitrogen Limitations 6 months from the effective date of this Permit
- B. Preliminary Report on data collection & construction of ammonia reduction facilities 12 months from the effective date of this Permit
- C. Plans and specifications submitted 18 months from the effective date of this Permit
- D. Progress Report on Construction 24 months from the effective date of this Permit
- E. Progress Report on Construction 30 months from the effective date of this Permit
- F. Achieve Monthly Concentration and Loading Effluent Limitations for Ammonia Nitrogen 36 months from the effective date of this Permit

All modifications of this Permit must be in accordance with 40 CFR 122.62 or 40 CFR 122.63.

Reporting shall be submitted on the DMR's on a monthly basis.

REPORTING

The Permittee shall submit progress reports for items A, B, C, D, E, and F of the compliance schedule indicating: a) the date the item was completed, or b) that the item was not completed, the reasons for non-completion and the anticipated completion date to the Agency Compliance Section.

SPECIAL CONDITION 22. A copper limit of 0.0255 mg/L (Monthly Average) and 0.0414 mg/L (Daily Maximum) shall become effective three (3) years from the effective date of this Permit.

In order for the Permittee to achieve the limits, it will be necessary to modify existing treatment or explore other ways to prevent discharges that exceed the limit. The Permittee must implement the following compliance measures consistent with the schedule below:

- A. Interim Report on what measures are necessary to comply with Final Copper Limitations 6 months from the effective date of this Permit

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- | | | |
|----|-------------------------------------------------------------------------------------|--------------------------------------------------|
| B. | Preliminary Report on data collection & construction of copper reduction facilities | 12 months from the effective date of this Permit |
| C. | Plans and specifications submitted | 18 months from the effective date of this Permit |
| D. | Progress Report on Construction | 24 months from the effective date of this Permit |
| E. | Progress Report on Construction | 30 months from the effective date of this Permit |
| F. | Achieve Monthly Concentration and Loading Effluent Limitations for copper | 36 months from the effective date of this Permit |

All modifications of this Permit must be in accordance with 40 CFR 122.62 or 40 CFR 122.63.

Reporting shall be submitted on the DMR's on a monthly basis.

REPORTING

The Permittee shall submit progress reports for items A, B, C, D, E, and F of the compliance schedule indicating: a) the date the item was completed, or b) that the item was not completed, the reasons for non-completion and the anticipated completion date to the Agency Compliance Section.

SPECIAL CONDITION 23. A zinc limit of 0.068 mg/L (Monthly Average) shall become effective three (3) years from the effective date of this Permit.

In order for the Permittee to achieve the limit, it will be necessary to modify existing treatment or explore other ways to prevent discharges that exceed the limit. The Permittee must implement the following compliance measures consistent with the schedule below:

- | | | |
|----|-------------------------------------------------------------------------------------|--------------------------------------------------|
| A. | Interim Report on what measures are necessary to comply with Final Zinc Limitations | 6 months from the effective date of this Permit |
| B. | Preliminary Report on data collection & construction of zinc reduction facilities | 12 months from the effective date of this Permit |
| C. | Plans and specifications submitted | 18 months from the effective date of this Permit |
| D. | Progress Report on Construction | 24 months from the effective date of this Permit |
| E. | Progress Report on Construction | 30 months from the effective date of this Permit |
| F. | Achieve Monthly Concentration and Loading Effluent Limitations for zinc | 36 months from the effective date of this Permit |

All modifications of this Permit must be in accordance with 40 CFR 122.62 or 40 CFR 122.63.

Reporting shall be submitted on the DMR's on a monthly basis.

REPORTING

The Permittee shall submit progress reports for items A, B, C, D, E, and F of the compliance schedule indicating: a) the date the item was completed, or b) that the item was not completed, the reasons for non-completion and the anticipated completion date to the Agency Compliance Section.

Attachment H
Standard Conditions
Definitions

Act means the Illinois Environmental Protection Act, 415 ILCS 5 as Amended.

Agency means the Illinois Environmental Protection Agency.

Board means the Illinois Pollution Control Board.

Clean Water Act (formerly referred to as the Federal Water Pollution Control Act) means Pub. L 92-500, as amended. 33 U.S.C. 1251 et seq.

NPDES (National Pollutant Discharge Elimination System) means the national program for issuing, modifying, revoking and reissuing, terminating, monitoring and enforcing permits, and imposing and enforcing pretreatment requirements, under Sections 307, 402, 318 and 405 of the Clean Water Act.

USEPA means the United States Environmental Protection Agency.

Daily Discharge means the discharge of a pollutant measured during a calendar day or any 24-hour period that reasonably represents the calendar day for purposes of sampling. For pollutants with limitations expressed in units of mass, the "daily discharge" is calculated as the total mass of the pollutant discharged over the day. For pollutants with limitations expressed in other units of measurements, the "daily discharge" is calculated as the average measurement of the pollutant over the day.

Maximum Daily Discharge Limitation (daily maximum) means the highest allowable daily discharge.

Average Monthly Discharge Limitation (30 day average) means the highest allowable average of daily discharges over a calendar month, calculated as the sum of all daily discharges measured during a calendar month divided by the number of daily discharges measured during that month.

Average Weekly Discharge Limitation (7 day average) means the highest allowable average of daily discharges over a calendar week, calculated as the sum of all daily discharges measured during a calendar week divided by the number of daily discharges measured during that week.

Best Management Practices (BMPs) means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the State. BMPs also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

Aliquot means a sample of specified volume used to make up a total composite sample.

Grab Sample means an individual sample of at least 100 milliliters collected at a randomly-selected time over a period not exceeding 15 minutes.

24-Hour Composite Sample means a combination of at least 8 sample aliquots of at least 100 milliliters, collected at periodic intervals during the operating hours of a facility over a 24-hour period.

8-Hour Composite Sample means a combination of at least 3 sample aliquots of at least 100 milliliters, collected at periodic intervals during the operating hours of a facility over an 8-hour period.

Flow Proportional Composite Sample means a combination of sample aliquots of at least 100 milliliters collected at periodic intervals such that either the time interval between each aliquot or the volume of each aliquot is proportional to either the stream flow at the time of sampling or the total stream flow since the collection of the previous aliquot.

- (1) **Duty to comply.** The permittee must comply with all conditions of this permit. Any permit noncompliance constitutes a violation of the Act and is grounds for enforcement action, permit termination, revocation and reissuance, modification, or for denial of a permit renewal application. The permittee shall comply with effluent standards or prohibitions established under Section 307(a) of the Clean Water Act for toxic pollutants within the time provided in the regulations that establish these standards or prohibitions, even if the permit has not yet been modified to incorporate the requirements.
- (2) **Duty to reapply.** If the permittee wishes to continue an activity regulated by this permit after the expiration date of this permit, the permittee must apply for and obtain a new permit. If the permittee submits a proper application as required by the Agency no later than 180 days prior to the expiration date, this permit shall continue in full force and effect until the final Agency decision on the application has been made.
- (3) **Need to halt or reduce activity not a defense.** It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.
- (4) **Duty to mitigate.** The permittee shall take all reasonable steps to minimize or prevent any discharge in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment.
- (5) **Proper operation and maintenance.** The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with conditions of this permit. Proper operation and maintenance includes effective performance, adequate funding, adequate operator staffing and training, and adequate laboratory and process controls, including appropriate quality assurance procedures. This provision requires the operation of back-up, or auxiliary facilities, or similar systems only when necessary to achieve compliance with the conditions of the permit.
- (6) **Permit actions.** This permit may be modified, revoked and reissued, or terminated for cause by the Agency pursuant to 40 CFR 122.62 and 40 CFR 122.63. The filing of a request by the permittee for a permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance, does not stay any permit condition.
- (7) **Property rights.** This permit does not convey any property rights of any sort, or any exclusive privilege.
- (8) **Duty to provide information.** The permittee shall furnish to the Agency within a reasonable time, any information which the Agency may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with the permit. The permittee shall also furnish to the Agency upon request, copies of records required to be kept by this permit.

(9) **Inspection and entry.** The permittee shall allow an authorized representative of the Agency or USEPA (including an authorized contractor acting as a representative of the Agency or USEPA), upon the presentation of credentials and other documents as may be required by law, to:

- (a) Enter upon the permittee's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this permit;
- (b) Have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit;
- (c) Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this permit; and
- (d) Sample or monitor at reasonable times, for the purpose of assuring permit compliance, or as otherwise authorized by the Act, any substances or parameters at any location.

(10) **Monitoring and records.**

- (a) Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity.
- (b) The permittee shall retain records of all monitoring information, including all calibration and maintenance records, and all original strip chart recordings for continuous monitoring instrumentation, copies of all reports required by this permit, and records of all data used to complete the application for this permit, for a period of at least 3 years from the date of this permit, measurement, report or application. Records related to the permittee's sewage sludge use and disposal activities shall be retained for a period of at least five years (or longer as required by 40 CFR Part 503). This period may be extended by request of the Agency or USEPA at any time.
- (c) Records of monitoring information shall include:
 - (1) The date, exact place, and time of sampling or measurements;
 - (2) The individual(s) who performed the sampling or measurements;
 - (3) The date(s) analyses were performed;
 - (4) The individual(s) who performed the analyses;
 - (5) The analytical techniques or methods used; and
 - (6) The results of such analyses.
- (d) Monitoring must be conducted according to test procedures approved under 40 CFR Part 136, unless other test procedures have been specified in this permit. Where no test procedure under 40 CFR Part 136 has been approved, the permittee must submit to the Agency a test method for approval. The permittee shall calibrate and perform maintenance procedures on all monitoring and analytical instrumentation at intervals to ensure accuracy of measurements.

(11) **Signatory requirement.** All applications, reports or information submitted to the Agency shall be signed and certified.

- (a) **Application.** All permit applications shall be signed as follows:
 - (1) For a corporation: by a principal executive officer of at least the level of vice president or a person or position having overall responsibility for environmental matters for the corporation;
 - (2) For a partnership or sole proprietorship: by a general partner or the proprietor, respectively; or
 - (3) For a municipality, State, Federal, or other public agency: by either a principal executive officer or ranking elected official.
- (b) **Reports.** All reports required by permits, or other information requested by the Agency shall be signed by a person described in paragraph (a) or by a duly authorized representative of that person. A person is a duly

authorized representative only if:

- (1) The authorization is made in writing by a person described in paragraph (a); and
 - (2) The authorization specifies either an individual or a position responsible for the overall operation of the facility, from which the discharge originates, such as a plant manager, superintendent or person of equivalent responsibility; and
 - (3) The written authorization is submitted to the Agency.
- (c) **Changes of Authorization.** If an authorization under (b) is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, a new authorization satisfying the requirements of (b) must be submitted to the Agency prior to or together with any reports, information, or applications to be signed by an authorized representative.
- (d) **Certification.** Any person signing a document under paragraph (a) or (b) of this section shall make the following certification:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

(12) **Reporting requirements.**

- (a) **Planned changes.** The permittee shall give notice to the Agency as soon as possible of any planned physical alterations or additions to the permitted facility. Notice is required when:
 - (1) The alteration or addition to a permitted facility may meet one of the criteria for determining whether a facility is a new source pursuant to 40 CFR 122.29 (b); or
 - (2) The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to pollutants which are subject neither to effluent limitations in the permit, nor to notification requirements pursuant to 40 CFR 122.42 (a)(1).
 - (3) The alteration or addition results in a significant change in the permittee's sludge use or disposal practices, and such alteration, addition, or change may justify the application of permit conditions that are different from or absent in the existing permit, including notification of additional use or disposal sites not reported during the permit application process or not reported pursuant to an approved land application plan.
- (b) **Anticipated noncompliance.** The permittee shall give advance notice to the Agency of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements.
- (c) **Transfers.** This permit is not transferable to any person except after notice to the Agency.
- (d) **Compliance schedules.** Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule of this permit shall be submitted no later than 14 days following each schedule date.
- (e) **Monitoring reports.** Monitoring results shall be reported at the intervals specified elsewhere in this permit.
 - (1) Monitoring results must be reported on a Discharge Monitoring Report (DMR).

- (2) If the permittee monitors any pollutant more frequently than required by the permit, using test procedures approved under 40 CFR 136 or as specified in the permit, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the DMR.
- (3) Calculations for all limitations which require averaging of measurements shall utilize an arithmetic mean unless otherwise specified by the Agency in the permit.
- (f) **Twenty-four hour reporting.** The permittee shall report any noncompliance which may endanger health or the environment. Any information shall be provided orally within 24-hours from the time the permittee becomes aware of the circumstances. A written submission shall also be provided within 5 days of the time the permittee becomes aware of the circumstances. The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and time; and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance. The following shall be included as information which must be reported within 24-hours:
- (1) Any unanticipated bypass which exceeds any effluent limitation in the permit.
 - (2) Any upset which exceeds any effluent limitation in the permit.
 - (3) Violation of a maximum daily discharge limitation for any of the pollutants listed by the Agency in the permit or any pollutant which may endanger health or the environment.
- The Agency may waive the written report on a case-by-case basis if the oral report has been received within 24-hours.
- (g) **Other noncompliance.** The permittee shall report all instances of noncompliance not reported under paragraphs (12) (d), (e), or (f), at the time monitoring reports are submitted. The reports shall contain the information listed in paragraph (12) (f).
- (h) **Other information.** Where the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application, or in any report to the Agency, it shall promptly submit such facts or information.
- (13) **Bypass.**
- (a) Definitions.
 - (1) Bypass means the intentional diversion of waste streams from any portion of a treatment facility.
 - (2) Severe property damage means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.
 - (b) Bypass not exceeding limitations. The permittee may allow any bypass to occur which does not cause effluent limitations to be exceeded, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions of paragraphs (13)(c) and (13)(d).
 - (c) Notice.
 - (1) Anticipated bypass. If the permittee knows in advance of the need for a bypass, it shall submit prior notice, if possible at least ten days before the date of the bypass.
 - (2) Unanticipated bypass. The permittee shall submit notice of an unanticipated bypass as required in paragraph (12)(f) (24-hour notice).
 - (d) Prohibition of bypass.
 - (1) Bypass is prohibited, and the Agency may take enforcement action against a permittee for bypass, unless:
 - (i) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
 - (ii) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
 - (iii) The permittee submitted notices as required under paragraph (13)(c).
 - (2) The Agency may approve an anticipated bypass, after considering its adverse effects, if the Agency determines that it will meet the three conditions listed above in paragraph (13)(d)(1).
- (14) **Upset.**
- (a) Definition. Upset means an exceptional incident in which there is unintentional and temporary noncompliance with technology based permit effluent limitations because of factors beyond the reasonable control of the permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.
 - (b) Effect of an upset. An upset constitutes an affirmative defense to an action brought for noncompliance with such technology based permit effluent limitations if the requirements of paragraph (14)(c) are met. No determination made during administrative review of claims that noncompliance was caused by upset, and before an action for noncompliance, is final administrative action subject to judicial review.
 - (c) Conditions necessary for a demonstration of upset. A permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:
 - (1) An upset occurred and that the permittee can identify the cause(s) of the upset;
 - (2) The permitted facility was at the time being properly operated; and
 - (3) The permittee submitted notice of the upset as required in paragraph (12)(f)(2) (24-hour notice).
 - (4) The permittee complied with any remedial measures required under paragraph (4).
 - (d) Burden of proof. In any enforcement proceeding the permittee seeking to establish the occurrence of an upset has the burden of proof.
- (15) **Transfer of permits.** Permits may be transferred by modification or automatic transfer as described below:
- (a) Transfers by modification. Except as provided in paragraph (b), a permit may be transferred by the permittee to a new owner or operator only if the permit has been modified or revoked and reissued pursuant to 40 CFR 122.62 (b) (2), or a minor modification made pursuant to 40 CFR 122.63 (d), to identify the new permittee and incorporate such other requirements as may be necessary under the Clean Water Act.

- (b) Automatic transfers. As an alternative to transfers under paragraph (a), any NPDES permit may be automatically transferred to a new permittee if:
- (1) The current permittee notifies the Agency at least 30 days in advance of the proposed transfer date;
 - (2) The notice includes a written agreement between the existing and new permittees containing a specified date for transfer of permit responsibility, coverage and liability between the existing and new permittees; and
 - (3) The Agency does not notify the existing permittee and the proposed new permittee of its intent to modify or revoke and reissue the permit. If this notice is not received, the transfer is effective on the date specified in the agreement.
- (16) All manufacturing, commercial, mining, and silvicultural dischargers must notify the Agency as soon as they know or have reason to believe:
- (a) That any activity has occurred or will occur which would result in the discharge of any toxic pollutant identified under Section 307 of the Clean Water Act which is not limited in the permit, if that discharge will exceed the highest of the following notification levels:
 - (1) One hundred micrograms per liter (100 ug/l);
 - (2) Two hundred micrograms per liter (200 ug/l) for acrolein and acrylonitrile; five hundred micrograms per liter (500 ug/l) for 2,4-dinitrophenol and for 2-methyl-4,6 dinitrophenol; and one milligram per liter (1 mg/l) for antimony.
 - (3) Five (5) times the maximum concentration value reported for that pollutant in the NPDES permit application; or
 - (4) The level established by the Agency in this permit.
 - (b) That they have begun or expect to begin to use or manufacture as an intermediate or final product or byproduct any toxic pollutant which was not reported in the NPDES permit application.
- (17) All Publicly Owned Treatment Works (POTWs) must provide adequate notice to the Agency of the following:
- (a) Any new introduction of pollutants into that POTW from an indirect discharge which would be subject to Sections 301 or 306 of the Clean Water Act if it were directly discharging those pollutants; and
 - (b) Any substantial change in the volume or character of pollutants being introduced into that POTW by a source introducing pollutants into the POTW at the time of issuance of the permit.
 - (c) For purposes of this paragraph, adequate notice shall include information on (i) the quality and quantity of effluent introduced into the POTW, and (ii) any anticipated impact of the change on the quantity or quality of effluent to be discharged from the POTW.
- (18) If the permit is issued to a publicly owned or publicly regulated treatment works, the permittee shall require any industrial user of such treatment works to comply with federal requirements concerning:
- (a) User charges pursuant to Section 204 (b) of the Clean Water Act, and applicable regulations appearing in 40 CFR 35;
 - (b) Toxic pollutant effluent standards and pretreatment standards pursuant to Section 307 of the Clean Water Act; and
 - (c) Inspection, monitoring and entry pursuant to Section 308 of the Clean Water Act.
- (19) If an applicable standard or limitation is promulgated under Section 301(b)(2)(C) and (D), 304(b)(2), or 307(a)(2) and that effluent standard or limitation is more stringent than any effluent limitation in the permit, or controls a pollutant not limited in the permit, the permit shall be promptly modified or revoked, and reissued to conform to that effluent standard or limitation.
- (20) Any authorization to construct issued to the permittee pursuant to 35 Ill. Adm. Code 309.154 is hereby incorporated by reference as a condition of this permit.
- (21) The permittee shall not make any false statement, representation or certification in any application, record, report, plan or other document submitted to the Agency or the USEPA, or required to be maintained under this permit.
- (22) The Clean Water Act provides that any person who violates a permit condition implementing Sections 301, 302, 306, 307, 308, 318, or 405 of the Clean Water Act is subject to a civil penalty not to exceed \$25,000 per day of such violation. Any person who willfully or negligently violates permit conditions implementing Sections 301, 302, 306, 307, 308, 318 or 405 of the Clean Water Act is subject to a fine of not less than \$2,500 nor more than \$25,000 per day of violation, or by imprisonment for not more than one year, or both. Additional penalties for violating these sections of the Clean Water Act are identified in 40 CFR 122.41 (a)(2) and (3).
- (23) The Clean Water Act provides that any person who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this permit shall, upon conviction, be punished by a fine of not more than \$10,000, or by imprisonment for not more than 2 years, or both. If a conviction of a person is for a violation committed after a first conviction of such person under this paragraph, punishment is a fine of not more than \$20,000 per day of violation, or by imprisonment of not more than 4 years, or both.
- (24) The Clean Water Act provides that any person who knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit, including monitoring reports or reports of compliance or non-compliance shall, upon conviction, be punished by a fine of not more than \$10,000 per violation, or by imprisonment for not more than 6 months per violation, or by both.
- (25) Collected screening, slurnes, sludges, and other solids shall be disposed of in such a manner as to prevent entry of those wastes (or runoff from the wastes) into waters of the State. The proper authorization for such disposal shall be obtained from the Agency and is incorporated as part hereof by reference.
- (26) In case of conflict between these standard conditions and any other condition(s) included in this permit, the other condition(s) shall govern.
- (27) The permittee shall comply with, in addition to the requirements of the permit, all applicable provisions of 35 Ill. Adm. Code, Subtitle C, Subtitle D, Subtitle E, and all applicable orders of the Board or any court with jurisdiction.
- (28) The provisions of this permit are severable, and if any provision of this permit, or the application of any provision of this permit is held invalid, the remaining provisions of this permit shall continue in full force and effect.

EXHIBIT D

INSURANCE COVERAGE

D.1 Mandatory Insurance Requirements

OPERATOR shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the OPERATOR, its agents, representatives, employees or subcontractors

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- A. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the OWNER named as additional insured, on a form at least as broad as the attached sample endorsement including ISO Additional Insured Endorsement CG 2010 (Exhibit 1) or CG 2026 (Exhibit 2).
- B. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
- C. Workers' Compensation as required by the Workers' Compensation Act of the State of Illinois and Employers' Liability insurance.
- E. (RESERVED)
- F. OPERATOR's Pollution Liability Coverage for pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants.

MINIMUM LIMITS OF INSURANCE

OPERATOR shall maintain limits of the following if required under above scope:

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
- B. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

- C. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.
- D. (RESERVED)
- E. Contractors Pollution Liability: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

OPERATOR deductibles and self-insured retentions are as follows:

Commercial General Liability, \$500,000 Self-Insured Retention

Business Automobile Liability, \$100,000 Deductible

Worker's Compensation, \$500,000 Deductible

OPERATOR's Pollution Liability, \$500,000 Deductible

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

A. General Liability and Automobile Liability Coverages

1. The OWNER, its officials, agents, employees and volunteers are to be covered as additional insured's as respects: liability arising out of the OPERATOR's work, including activities performed by or on behalf of the OPERATOR; products and completed operations of the OPERATOR; premises owned, leased or used by the OPERATOR; or automobiles owned, leased, hired or borrowed by the OPERATOR.
2. The OPERATOR's insurance coverage shall be primary as respects the OWNER, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the OWNER, its officials, agents, employees and volunteers shall be excess of OPERATOR's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the OWNER, its officials, agents, employees and volunteers.
4. The OPERATOR's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that OPERATOR's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. (RESERVED)
6. All general liability coverage shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

B. Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the OWNER, its officials, agents, employees and volunteers for losses arising from work performed by OPERATOR for the municipality.

C. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the OWNER.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

VERIFICATION OF COVERAGE

OPERATOR shall furnish the OWNER with certificates of insurance naming the OWNER, its officials, agents, employees and volunteers as additional insureds on an Accord form (Exhibit 3), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates may be on forms provided by the OWNER and are to be received and approved by the OWNER before any work commences. The endorsements are to be provided to OWNER within sixty (60) days after execution of the Agreement. The attached Additional Insured Endorsement (Exhibit 4) shall be provided to the insurer for their use in providing coverage to the additional insured. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the attached endorsement (Exhibit 4), such as ISO Additional Insured Endorsements CG 2010 (Exhibit 1) or CG 2026 (Exhibit 2). The OWNER reserves the right to request full certified copies of the insurance policies and endorsements.

SUBCONTRACTOR

OPERATOR shall require all subcontractors to furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

ASSUMPTION OF LIABILITY

(RESERVED)

III. **EXHIBITS**

EXHIBIT 1 – ISO Additional Insured Endorsement CG 2010

EXHIBIT 2 – ISO Additional Insured Endorsement CG 2037

EXHIBIT 3 – Sample Certificate of Insurance

INDEMNITY/HOLD HARMLESS PROVISION

(RESERVED)

Regulatory Requirements

- Successful proposer must comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work. Included within the scope of the laws, regulations, and rules referred to in this paragraph but in no way to operate as a limitation, are Occupational Safety & Health Act (OSHA), Illinois Department of Labor (IDOL), Department of Transportation, all forms of traffic regulations, public utility, Intrastate and Interstate Commerce Commission regulations, Workers' Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Department of Human Rights, Human Rights Commission, or EEOC statutory provisions and rules and regulations.
- Evidence of specific regulatory compliance will be provided by proposer, if required by OWNER.

INSURANCE EXHIBIT 1

356394_1

INSURANCE EXHIBIT 2

356394_1

INSURANCE EXHIBIT 3

356394_1

EXHIBIT E

VEHICLE INVENTORY AND MAINTENANCE EQUIPMENT LIST

VEHICLES		
MANUFACTURER	DESCRIPTION	ASSET ID
Ford	2002 F-350 XL Super-Duty	CST-92102
John Deere	Gator	CST-92302
John Deere	Tractor	CST-92301
Kubota	RTV400Ci-H	CST-92303
Toyota	2000 Fork Truck	CST-92701

PLANT MAINTENANCE EQUIPMENT	
Miller Bobcat Welder/Generator	CST-93001
2" Trash Pump	CST-93202
2" Trash Pump	CST-93204
4" Trash Pump	CST-CH2M-93302
4" Trash Pump	CST-93205
Century 295 Welder	CST-TOOL-0058
Milwaukee Thermal Camera	CST-TOOL-0057
Fluke 1597 Multimeter/Insulation Tester	CST-TOOL-0020
Fork Lift Battery Charger	CST-13001
Craftsman Portable Air Compressor (red)	CST-27001
Craftsman Portable Air Compressor(black)	CST-27102
Poulan Snow Blower	CST-92503
Craftsman Snow Blower	CST-92403
John Deere Snow Blower	CST-92603
Stanley Hydraulic Power Unit	CST-91001
4" Stanley Hydraulic Trash Pump	CST-91021
3" Stanley Hydraulic Pump	CST-91011
Jet Floor Stand Drill Press	CST-TOOL-0011
Blue Giant Pallet Jack	CST-93402
Mi-T-M Portable Pressure Washer	CST-92405
Ridgid Pipe Rooter	CST-92406

ADMINISTRATION BUILDING EQUIPMENT	
SCADA Server Dell PowerEdge T320	CST-091001
SCADA Monitor (large)	CST-97733
SCADA Monitor (small)	CST-97723
Sharp Conference Room Monitor	CST-97613
LG Reception Area Monitor	CST-97623
Epson Workforce 7620 All-In-One	CST-97703
Kyocera CS 255 Copier	CST-97713

LABORATORY EQUIPMENT	
Barnstead-Thermolyne Muffle Furnace	CST-97101
Tuttnauer 2340 M Autoclave	CST-97201
Thermo Electron Forced Air Oven	CST-97401
Gast Vacuum Pump	CST-27301
Boekel Desiccator	CST-98101
Precision Water Bath	CST-97301
Precisa Micro Balance	CST-97501
Labline BOD Incubator	CST-97001
UV Cabinet	CST-97003
Thermo-Orion Dual Star Meter	CST-98002
Thermo-Orion Four Star Meter	CST-98001
YSI 550A Dissolved Oxygen Meter	CST-3202
ISCO 3710 Portable Sampler	CST-03101
IDEXX Sealing Unit	CST-97002
AM Microscope	CST-97602
LG Lab Monitor	CST-97603

EXHIBIT F

THIRTY-DAY SUPPLY AND SPARE PARTS INVENTORY

ITEM	UNIT	QUANTITY
Polymer	Gallons	One (1) 300 gal tote
Sodium Hypochlorite (Nominal 15% Solution)	Gallons	2,000
Sodium Bisulfite (Nominal 38% Solution)	Gallons	400

EXHIBIT G

ELECTRICITY AND HEATING FUEL ADJUSTMENT

This adjustment shall be determined in accordance with the following procedure:

The Monthly Compensation established in Section 4.1 will be adjusted by the difference of the new average electrical rate and/or new average heating fuel rate minus the initial average electrical rate and/or average heating fuel rate times the consumption caps listed below.

OPERATOR agrees that, for the plant loadings as stipulated in Exhibit C and for the WRC currently in place, the energy consumption will be capped at 3,694,632 KWH and 15,552 therm of heating fuel per year. OPERATOR will be responsible for all electric and heating fuel costs above this cap unless the parties mutually agree to modify these caps.

The initial average electrical rate for the period May 1, 2015 to April 30, 2016 is \$5.249 per KWH.

The initial average heating fuel rate for the period of May 1, 2011 to April 30, 2012 is \$.17 per therm.

New electrical rate means the cost per kilowatt hour as calculated by dividing the total kilowatt hours of energy consumed by the plant into the total dollars of plant electric cost for the past 12 month period subsequent to a published utility rate increase effective date.

New heating fuel rate means the cost per therm as calculated by dividing the total annual therm consumed by the plant into the total dollars of plant gas cost for the past 12 month subsequent to a published utility rate increase effective date.

Village of Carol Stream
Interdepartmental Memorandum

DATE: December 3, 2015
TO: Joe Breinig, Village Manager
FROM: Jon Batek, Finance Director
SUBJECT: Changes in Bank Account Signors



Wheaton Bank & Trust (WB&T) serves as the Village's primary local banking institution. WB&T was awarded the banking services contract in December of 2012 following a comprehensive request for proposals process.

Following the resignation of the Assistant Finance Director and promotion of the Accountant to the new position of Accounting Manager earlier this year, we need to formally update authorized signors by executing new documents with WB&T (account access of the former employee was suspended upon her resignation). Bank documents require the signature and attestation of the Village Clerk that the changes were authorized by the governing body.

In addition to these changes, we need to establish a new account at WB&T for the processing of passports. We presently have an account for this purpose with the Illinois Funds, the State Treasurer's investment pool, however beginning in February 2016, this account will no longer be eligible to process checks due to regulatory changes. This account will be closed and passports will be processed prospectively from the new account at WB&T.

A motion authorizing these actions is recommended for the December 7, 2015 Village Board Meeting.

VILLAGE OF CAROL STREAM
INTER-DEPARTMENTAL MEMO

TO: Joe Breinig, Village Manager
FROM: Caryl Rebholz, Employee Relations Director *CR*
DATE: November 20, 2015
RE: **Board of Fire & Police Rules and Regulations**

Attached are the Rules and Regulations of the Board of Fire & Police Commissioners as amended by the Commission on November 10, 2015 - with an effective date of January 1, 2016. The amendments incorporate all recommendations made by the Board of Fire & Police attorney as we begin to prepare for our upcoming entry-level Police Officer testing process.

As is consistent with proper procedure, the Rules and Regulations as amended should be reviewed and approved by Ordinance (attached) by the Village Board.

Chapter I, Section 1: Source of Authority

The language has been amended to this section for additional clarity: The Board of Fire and Police Commissioners of the Village of Carol Stream, Illinois derives its power and authority to promulgate rules and regulations from an Act of the General Assembly entitled, "Division 2.1 Board of Fire and Police Commissioners," Chapter 65, Illinois Compiled Statutes, Section 5/10-2.1-1 et seq. (hereinafter, "the Act"), and from the home rule powers of the Village of Carol Stream, as provided in Article VII, Section 6 and 10(a) of the Constitution of the State of Illinois of 1970. Any references to certain provisions of the Act or other laws set forth in these Rules and Regulations are merely provided for general reference only and are not to be construed as a limitation upon the Village's use of its home rule authority to adopt certain rules and regulations that may be less stringent or more stringent or that may eliminate or add regulations beyond those in the Act or other applicable laws. The Village of Carol Stream is a home rule community, and to the extent these rules and regulations conflict with any specific provisions of said law, the provisions of these rules shall supersede and be given full force and effect.

Chapter I, Section 5: Meetings

Language has been added to this section for additional clarity: Notice of meetings of the Board shall be given in accordance with the Open Meetings Act.

During any regular or special meeting, a closed session may be held upon proper motion made by any member of the Board for the purpose of discussing the appointment, employment, discipline or dismissal of an officer or employee. Closed sessions shall be

limited to Board members, the Board attorney and such invited persons as the Board may deem necessary

The Board Secretary shall keep minutes of all Board meetings. Such minutes shall include, but are not limited to, all motions and seconds, their authors, and the actions taken thereon.

Chapter I, Section 7: Order of Business

The language has been amended to this section for additional clarity: (b) Reading Approval of the Minutes

Chapter I, Section 9: Amendments

Language has been amended to this section for additional clarity: All rules and regulations and any charges therein shall be printed immediately for distribution, and notice shall be given of where the printed rules and regulations may be obtained and of the date, not less than ten days subsequent to the time of printing, when the rules or changes therein shall go into effect. This notice shall be published in one or more newspapers with a general circulation within the village. A copy of the rules and regulations, and any amendments, shall be posted on the Village's website.

Chapter II, Section 1: Residence Requirements

Language has been added to this section for additional clarity: All applicants for examination shall be citizens of the United States or aliens admitted for permanent residence or lawfully admitted for temporary residence and who produce evidence of intention to become a citizen of the United States.

Chapter II, Section 3: Vision and Hearing Requirements

Language related to specific medical requirements have been removed from the rules and regulations. These requirements will be addressed in the job description.

Chapter II, Section 4: Special Qualifications

This language has been removed as it is not relevant to entry-level officers.

Chapter II, Section 5: ~~Forms-Applications~~

The title of this section has been amended for clarity. In addition, the following language has been removed: The packet shall contain information about the testing and selection process and the expected duration of the process, ~~and information about the ability to reapply for future examinations if the candidate is disqualified.~~

Chapter II, Section 6: Filing of Applications

This section has been removed, with the following language added to section 5 above for clarity: Applications for the Police Department shall be filed on the forms furnished by the Board. All applications shall be typed or printed, signed by the Applicant and filed with the Secretary of the Board. Each Applicant shall be responsible for advising the Board of any changes in information disclosed upon the application. Failure to do so shall be cause for disqualification of the Applicant. New applications shall be filed for each examination. Applications of persons who fail to appear at the time and place specified for holding an examination, or who failed a previous examination, shall not be used in subsequent examinations.

Upon request, each Applicant shall furnish a copy of Military Services records and discharge records, if any, birth certificate, naturalization papers, high school diploma or G.E.D. certificate, a copy of any college degree and, if requested, a copy of a certified transcript of course work from an accredited college or university.

A false statement or omission made by an Applicant in an application, any connivance in any false statement made in any application or certificate or document or complicity in any fraud with respect to the same shall be cause for disqualification of the Applicant.

Chapter II, Section 7: Defective Applications

Language has been added to this section for additional clarity: However, the Board shall be under no obligation to identify any defective or incomplete application or to notify any Applicant of a defective or incomplete application.

Chapter II, New Section: Notices

A new section has been added for additional clarity: Notices to Applicants of any matters involving the application process, testing or appointment may be made by regular mail or email. The Board shall not be responsible for the Applicant's receipt of any notice sent by regular mail or email. If any Applicant does not duly respond to the notice, the Applicant may be eliminated from further consideration.

Chapter II, Section 11 – Psychological Examinations

This section has been eliminated, with the relevant information added to Section 12 – Medical Examinations as the psychological examination is a part of the medical examination.

Chapter II, Section 13 – Disqualification

For both transparency and clarification, our longstanding criteria for determining disqualification has been added to the rules and regulations:

At any stage of the application process, and to the extent permitted by statute and case law, the Board may refuse to examine, or after examination to certify or fully

certify as eligible, any applicant who:

is found lacking in any of the established preliminary requirements for the service for which he or she applies, as set forth in the notice of position availability;

is physically, mentally or medically unable to perform the essential core duties of the position for which he or she seeks appointment, as set forth in the notice of position of position availability;

in the opinion of a license physician, has any physical, mental or medical condition or disorder that would create a safety risk to the Applicant or any Village employee or the general public, if the Applicant were hired as a police officer;

is addicted to the habitual use of narcotics or intoxicating beverages;

is found to have taken an illegal drug identified as a Schedule I, II or III controlled substance in the Illinois Compiled Statutes, and not legally prescribed by a licensed physician within the last ten (10) years ;

is found to have sold an illegal drug identified as a Schedule I, II or III controlled substance in the Illinois Compiled Statutes;

has been convicted of a felony or any misdemeanor involving moral turpitude as specified in Section 5/10-2.1-6 of the Board of Fire and Police Commissioners Act;

has been involved in any situation whether charged, convicted or not that would constitute a felony or any misdemeanor involving moral turpitude, under the Illinois Compiled Statutes;

has committed the offense of driving under the influence or has committed multiple misdemeanor traffic violations exhibiting a total lack of regard for traffic laws;

is entered as a gang member or associate in LEADS or similar law enforcement data system;

has been dismissed from any public service for a good cause;

has practiced or has attempted to practice any deception or fraud in his application, supporting documents, examinations or other submissions to or dealings with the Board, the Department or the Village, who has knowingly received test questions or answers prior to taking any examination, or who has untruthfully answered questions during the application process;

omits material information in his application, supporting documents, or other submissions to the Board, the Department or the Village;

fails to cooperate in the application process, including but not limited to failure to provide full and complete information, to respond to any request for information, or to provide authorization in order to receive information or records from third parties;

has, in the opinion of the Board, unsatisfactory character and employment references;

has a work record which reveals excessive absences, repeated unexcused tardiness, unremediated misconduct, work performance problems, verified harassment of fellow employees or any pattern of inability to maintain employment,

does not possess a high school education or its equivalent or has a grade point average of less than 2.0 in college or high school;

has been convicted of a misdemeanor crime of domestic violence, or for any other reason has lost, forfeited or been deprived of the lawful capacity to possess firearms or ammunition;

has a consistent pattern of financial irresponsibility creating a reasonable doubt as to the Applicant's ethics, stability, trustworthiness, honesty or moral character.;

does not possess a valid driver's license;

has been dishonorably discharged from military service;

has failed to appear for, or failed any examination or otherwise has not successfully completed any portion of the examination process;

has previously tested for the position of police officer or firefighter and has failed the polygraph, background check or a psychological examination;

has not successfully completed the background examination, who has made admissions during the polygraph examination of criminal conduct or such other conduct that would otherwise disqualify Applicant or who has attempted to influence the results of the polygraph examination in any manner;

has been classified by the Selective Service as a conscientious objector; or

in the reasonable opinion of the Board, is otherwise unqualified for service in the Police Department.

An applicant that has been disqualified or failed any phase of the application process will be notified, in writing within 30 days of such a decision by the Board. An Applicant may request in writing that the Board review its decision to disqualify by stating the reason(s) why such review is appropriate and providing any evidence that the decision should be reversed. The Board shall respond to such request within a reasonable period of time.

Chapter II, Section 15: Background Investigation

Language has been added to this section for additional clarity: The background investigation may consist of a number of elements, including but not limited to verification of qualifying credentials, a background interview of the Applicant, verification of at least three personal references, and criminal, credit reference and employer investigations.

And

The Applicant shall provide a signed waiver for access to such records as may be required by the Board to conduct a thorough background investigation in order to determine the Applicant's eligibility for appointment.

Please let me know if you have any questions.

ORDINANCE NO. _____

**ORDINANCE ADOPTING RULES AND REGULATIONS OF THE
BOARD OF FIRE AND POLICE COMMISSIONERS**

WHEREAS, the Village of Carol Stream is a home rule unit by virtue of the Illinois Constitution of 1970; and

WHEREAS, in accordance with the Illinois Constitution of 1970, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals and welfare; and

WHEREAS, in accordance with the provisions of Section 3-2-8 of the Carol Stream Code of Ordinances, the Board of Fire and Police Commissioners of the Village of Carol Stream has adopted Rules and Regulations; and

WHEREAS, in furtherance of its home rule powers the Mayor and Board of Trustees hereby find and determine that it is in the best interest of the people of the Village of Carol Stream to authorize and approve the Rules and Regulations for the operation of the Board of Fire and Police Commissioners, as adopted by the Board of Fire and Police Commissioners, and as attached hereto.

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

Section 1. The Rules and Regulations of the Board of Fire and Police Commissioners, in the form attached hereto and incorporated herein, are hereby approved and adopted.

Section 2. If any provision of the Rules and Regulations hereby adopted is inconsistent with any provision of 65 ILCS 5/10-2.1-17, or any other provision of Illinois law over which the Village may exercise its home rule authority, then such

provision of State law shall be inapplicable to the extent it is inconsistent with these Rules and Regulations, and these Rules and Regulations shall govern.

Section 3. This ordinance shall be in full force and effect beginning January 1, 2016 and shall be published in pamphlet form in accordance with the law and noticed by a summary publication in one or more newspapers published in the municipality.

PASSED AND APPROVED THIS 7TH DAY OF December 2015.

AYES:

NAYS:

ABSENT:

Frank Saverino, Mayor

ATTEST:

Laura Czarnecki, Village Clerk

**RULES AND REGULATIONS OF THE
BOARD OF FIRE AND POLICE
COMMISSIONERS**

**VILLAGE OF CAROL STREAM
STATE OF ILLINOIS**

Adopted March 11, 2013
Amended November 10, 2015,
with amendments effective January 1, 2016

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**RULES AND REGULATIONS OF THE
BOARD OF FIRE AND POLICE COMMISSIONS**

Village of Carol Stream
State of Illinois

CHAPTER I -- ADMINISTRATION

Section 1. **SOURCE OF AUTHORITY**

The Board of Fire and Police Commissioners of the Village of Carol Stream, Illinois derives its power and authority to promulgate rules and regulations from an Act of the General Assembly entitled, "Division 2.1 Board of Fire and Police Commissioners," Chapter 65, Illinois Compiled Statutes, Section 5/10-2.1-1 et seq. (hereinafter, "the Act"), and from the home rule powers of the Village of Carol Stream, as provided in Article VII, Section 6 and 10(a) of the Constitution of the State of Illinois of 1970. Any references to certain provisions of the Act or other laws set forth in these Rules and Regulations are merely provided for general reference only and are not to be construed as a limitation upon the Village's use of its home rule authority to adopt certain rules and regulations that may be less stringent or more stringent or that may eliminate or add regulations beyond those in the Act or other applicable laws. The Village of Carol Stream is a home rule community, and to the extent these rules and regulations conflict with any specific provisions of said law, the provisions of these rules shall supersede and be given full force and effect.

Section 2. **DEFINITIONS**

The word "Board" wherever used shall mean the Board of Fire and Police Commissioners of the Village of Carol Stream. The word "Officer" and/or "sworn member" shall mean any person appointed, sworn, and commissioned in the full time classified service in the Police Department of the Village of Carol Stream, except the Chief of Police, Deputy Chief of Police, and Commander, as provided by Statute. The singular includes the plural, and the plural the singular. Whenever the masculine pronoun is used herein, it shall include the feminine pronoun as well.

Section 3. **APPOINTMENTS & TERMS OF OFFICE**

The Board shall consist of three (3) members appointed by the Mayor, with the consent of the Village Board. Each member's term of office shall be three (3) years and until their respective successors are appointed and have qualified. No bond shall be required of any Board member. Political affiliation shall not be considered and no affidavit of political affiliation shall be required.

Section 4. OFFICERS OF THE BOARD AND THEIR DUTIES

The Board shall annually elect a Chairman and a Secretary at the first meeting in May. Said officers of the Board shall hold office for one (1) year and until their successors are duly elected and qualified. The Chairman shall be the presiding officer at all meetings. The Secretary shall keep the Minutes of all meetings of the Board in a permanent record book, and shall be the custodian of all the forms, papers, books, records and completed examinations of the Board, and shall perform such other duties as the Board shall prescribe from time to time. The Board may employ a recording secretary to assist the Secretary.

Section 5. MEETINGS

The Board shall select the time and place of its regular meetings. At the commencement of each fiscal year, the recording secretary shall post a notice of the date, place and time of the regular meetings. Notice shall be posted and meetings shall be subject to the Open Meetings Act.

Special meetings may be called pursuant to a request by any two members or the Chairman for a special meeting. Such request for a special meeting shall be filed with the Secretary of the Board. Upon receipt of such a request, the Secretary, recording secretary or any Board member may send notice of the meeting to all members and any other person required by law to receive such notice. The notice shall contain a brief statement of the business to be submitted for the consideration of the Board at such special meeting, and shall set forth the time and place of such special meeting, and no other business shall be considered at such special meeting.

Notice of meetings of the Board shall be given in accordance with the Open Meetings Act.

During any regular or special meeting, a closed session may be held upon proper motion made by any member of the Board for the purpose of discussing the appointment, employment, discipline or dismissal of an officer or employee. Closed sessions shall be limited to Board members, the Board attorney and such invited persons as the Board may deem necessary

The Board Secretary shall keep minutes of all Board meetings. Such minutes shall include , but are not limited to, all motions and seconds, their authors, and the actions taken thereon.

Section 6. QUORUM

Two (2) members of the Board shall constitute a quorum for the conduct of all business.

Section 7. ORDER OF BUSINESS

The order of business at the meetings of the Board shall be as follows:

- (a) Call to order
- (b) Approval of the Minutes
- (c) Communications
- (d) Unfinished business
- (e) New business
- (f) Adjournment

Section 8. PROCEDURAL RULES

The parliamentary procedures prescribed in Robert's Rules of Order shall be followed to the extent they are applicable.

Section 9. AMENDMENTS

Amendments to the rules of the Board may be adopted at any meeting of the Board. All rules and regulations and any charges therein shall be printed immediately for distribution, and notice shall be given of where the printed rules and regulations may be obtained and of the date, not less than ten days subsequent to the time of printing, when the rules or changes therein shall go into effect. This notice shall be published in one or more newspapers with a general circulation within the village. A copy of the rules and regulations, and any amendments, shall be posted on the Village's website.

Section 10. ANNUAL BUDGET REQUEST

The Board of Fire & Police shall submit a budget request to the Village on or before December 31st of each year for expenditures anticipated in the following fiscal year. The Board of Fire & Police shall submit a budget request to the Village on or before December 31st of each year for expenditures anticipated in the following fiscal year.

CHAPTER II – APPLICATIONS

Section 1. RESIDENCE REQUIREMENTS

All applicants for examination shall be citizens of the United States or aliens admitted for permanent residence or lawfully admitted for temporary residence and who produce evidence of intention to become a citizen of the United States. Applicants for examination must agree to become residents of the State of Illinois at the time of their appointment and further to reside within the area prescribed by the Village Board. The Board shall observe such residence requirements as established by Ordinance.

Section 2. AGE REQUIREMENTS

Unless otherwise provided, applicants for original appointments must be at least 21 years of age as of the date specified on the notice of examination.

All applicants for a position shall be under 35 years of age unless they qualify under one or more of the other age exemptions contained within State law. In addition, applicants may be under 21 years of age if they qualify for one of the exemptions under State law which allows persons of a younger age to make application. A veteran shall be allowed to exceed the maximum age provision of this Section by the number of years served on active military duty, but by no more than 10 years of active military duty.

Section 3. APPLICATION

The Board shall furnish application packets for positions on the Police Department. The packet shall contain information about the testing and selection process and the expected duration of the process.

Applications for the Police Department shall be filed on the forms furnished by the Board. All applications shall be typed or printed, signed by the Applicant and filed with the Secretary of the Board. Each Applicant shall be responsible for advising the Board of any changes in information disclosed upon the application. Failure to do so shall be cause for disqualification of the Applicant. New applications shall be filed for each examination. Applications of persons who fail to appear at the time and place specified for holding an examination, or who failed a previous examination, shall not be used in subsequent examinations.

Upon request, each Applicant shall furnish a copy of Military Services records and discharge records, if any, birth certificate, naturalization papers, high school diploma or G.E.D. certificate, a copy of any college degree and, if requested, a copy of a certified transcript of course work from an accredited college or university.

A false statement or omission made by an Applicant in an application, any connivance in any false statement made in any application or certificate or document or complicity in any fraud with respect to the same shall be cause for disqualification of the Applicant.

Section 4. DEFECTIVE APPLICATIONS

Applicants who submit defective or incomplete applications may be notified by the Board that they are required to provide additional information or otherwise correct the application, provided the applicant appears to be otherwise qualified for the position he or she seeks. However, the Board shall be under no obligation to identify any defective or incomplete application or to notify any Applicant of a defective or incomplete application.

Section 5. NOTICE OF ACCEPTANCE

The Secretary will notify all applicants whose completed applications have been accepted by the Board to present themselves for orientation.

Section 6. NOTICES

Notices to Applicants of any matters involving the application process, testing or appointment may be made by regular mail or email. The Board shall not be responsible for the Applicant's receipt of any notice sent by regular mail or email. If any Applicant does not duly respond to the notice, the Applicant may be eliminated from further consideration.

Section 7. RIDE ALONG

Prior to hire, each Police Officer applicant shall be required to attend a minimum of one mandatory ride along with a current member of the Carol Stream Police Department.

Section 8. POLYGRAPH EXAMINATION

Any applicant for an original position or promotion with the Police Department

of the Village of Carol Stream shall be required to submit to a Polygraph Device Deceptive Test, at such time and place as the Board may, in writing, designate. Such test shall be given without expense to the applicant. Failure of the applicant to take or to cooperate in such test shall disqualify him/her from further consideration for appointment.

Section 9. MEDICAL AND PSYCHOLOGICAL EXAMINATIONS

Upon receiving a conditional offer of original employment or promotion, applicants shall be required to submit to a physical and medical examination by a licensed physician, who may be designated by the Board.

Each application for either an original position or for promotion may be required to submit to a psychological examination in conjunction with a medical examination by such psychologist as the Board may, in writing, designate. Such examination shall be without expense to the applicant. Failure of the applicant to take or pass such test shall eliminate him/her from further consideration.

Section 10. DISQUALIFICATION

At any stage of the application process, and to the extent permitted by statute and case law, the Board may refuse to examine, or after examination to certify or fully certify as eligible, any applicant who:

- (a) is found lacking in any of the established preliminary requirements for the service for which he or she applies, as set forth in the notice of position availability;
- (b) is physically, mentally or medically unable to perform the essential core duties of the position for which he or she seeks appointment, as set forth in the notice of position of position availability;
- (c) in the opinion of a license physician, has any physical, mental or medical condition or disorder that would create a safety risk to the Applicant or any Village employee or the general public, if the Applicant were hired as a police officer;
- (d) is addicted to the habitual use of narcotics or intoxicating beverages;

- (e) is found to have taken an illegal drug identified as a Schedule I, II or III controlled substance in the Illinois Compiled Statutes, and not legally prescribed by a licensed physician within the last ten (10) years ;
- (f) is found to have sold an illegal drug identified as a Schedule I, II or III controlled substance in the Illinois Compiled Statutes;
- (g) has been convicted of a felony or any misdemeanor involving moral turpitude as specified in Section 5/10-2.1-6 of the Board of Fire and Police Commissioners Act;
- (h) has been involved in any situation whether charged, convicted or not that would constitute a felony or any misdemeanor involving moral turpitude, under the Illinois Compiled Statutes;
- i) has committed the offense of driving under the influence or has committed multiple misdemeanor traffic violations exhibiting a total lack of regard for traffic laws;
- (j) is entered as a gang member or associate in LEADS or similar law enforcement data system;
- (k) has been dismissed from any public service for a good cause;
- (l) has practiced or has attempted to practice any deception or fraud in his application, supporting documents, examinations or other submissions to or dealings with the Board, the Department or the Village, who has knowingly received test questions or answers prior to taking any examination, or who has untruthfully answered questions during the application process;
- (m) omits material information in his application, supporting documents, or other submissions to the Board, the Department or the Village;
- (n) fails to cooperate in the application process, including but not limited to failure to provide full and complete information, to respond to any request for information, or to provide authorization in order to receive information or records from third parties;
- (o) has, in the opinion of the Board, unsatisfactory character and employment references;

- (p) has a work record which reveals excessive absences, repeated unexcused tardiness, unremediated misconduct, work performance problems, verified harassment of fellow employees or any pattern of inability to maintain employment,
- (q) does not possess a high school education or its equivalent or has a grade point average of less than 2.0 in college or high school;
- (r) has been convicted of a misdemeanor crime of domestic violence, or for any other reason has lost, forfeited or been deprived of the lawful capacity to possess firearms or ammunition;
- (s) has a consistent pattern of financial irresponsibility creating a reasonable doubt as to the Applicant's ethics, stability, trustworthiness, honesty or moral character.;
- (t) does not possess a valid driver's license;
- (u) has been dishonorably discharged from military service;
- (v) has failed to appear for, or failed any examination or otherwise has not successfully completed any portion of the examination process;
- (w) has previously tested for the position of police officer or firefighter and has failed the polygraph, background check or a psychological examination;
- (x) has not successfully completed the background examination, who has made admissions during the polygraph examination of criminal conduct or such other conduct that would otherwise disqualify Applicant or who has attempted to influence the results of the polygraph examination in any manner;
- (y) has been classified by the Selective Service as a conscientious objector; or
- (z) in the reasonable opinion of the Board, is otherwise unqualified for service in the Police Department.

An applicant that has been disqualified or failed any phase of the application process will be notified, in writing within 30 days of such a decision by the Board. An Applicant may request in writing that the Board review its decision to disqualify by stating the reason(s) why such review is appropriate and providing any evidence that

the decision should be reversed. The Board shall respond to such request within a reasonable period of time.

Section 11. TESTING IRREGULARITIES

If, based on the totality of the circumstances, the Board has a reasonable basis for believing that the results of any examination administered under Chapters III or IV below are erroneous, inaccurate or in any other way irregular, the Board may direct the applicant(s) in question to submit to a retaking of such test before an alternate examiner.

Section 12. BACKGROUND INVESTIGATION

The police department will conduct a background investigation. The background investigation may consist of a number of elements, including but not limited to verification of qualifying credentials, a background interview of the Applicant, verification of at least three personal references, and criminal, credit reference and employer investigations.

The police department will use trained personnel to collect the required background information.

Background information will be placed in the applicant's file and maintained by the Fire and Police Commission in accordance with this policy regarding the retention of records.

The Applicant shall provide a signed waiver for access to such records as may be required by the Board to conduct a thorough background investigation in order to determine the Applicant's eligibility for appointment.

CHAPTER III -- EXAMINATIONS -- ORIGINAL APPOINTMENTS

A. GENERAL PROCEDURES

All elements of the selection process for sworn personnel use only those rating criteria or minimum qualifications that are job related. The selection process incorporates only those components that have been documented as having validity, utility, and a minimum adverse impact. The selection process has a criteria-related validity. All written tests or materials administered by a private sector or vendor will meet the requirements of validity, utility and minimum adverse impact.

Section 1. EXAMINATIONS

The Board shall call for competitive examinations to establish eligibility lists. A call for such examination shall be entered in the minutes of the Board and shall include information pertaining to:

- (a) the time and place where such examination will be held;
- (b) the period for the Board's receipt of applications, which period shall be for at least a two-week period, and shall terminate a minimum of ten (10) days before the examination procedures begin;
- (c) the position to be filled from the resulting eligibility list.

Section 2. NOTICE OF EXAMINATIONS

Examinations for original appointment shall be advertised in a local newspaper in accordance with 5/10-2.1-13. Advertisements will include electronic media and postings. All announcements will include a description of duties, responsibilities, requisite skills, educational level, and other minimum requirements. Announcements should be posted at community service organizations and the Department should seek assistance from community leaders. All announcements will include an official deadline for the acceptance of applications.

Examinations may be postponed, however, by order of the Board, which order shall state the reason for such postponement and shall designate a new date for said examination. Applicants shall be notified of the postponement of any examination and of the new date fixed for said examination.

Section 3. TYPES OF EXAMINATIONS

Applicants must attend the orientation program sponsored by the Board.

Applicants will then be required to undergo various tests, including examinations, written and oral. The subject matter for examinations shall be such as will fairly test the capacity of the applicant to discharge the duties of the position to which the Applicant seeks appointment. No examination shall contain questions regarding the Applicant's political or religious opinions or affiliations.

The Employee Relations Department will maintain contact with all applicants from initial application to final employment disposition.

Section 4. ORDER OF EXAMINATIONS

Examinations will be held as prescribed by the Board. Failure to pass any test graded on a "pass/fail" basis shall disqualify the applicant from any further participation. Each weighted component of the examination process shall be based upon a scale of 1 to 100. An applicant must achieve at least a minimum passing score on the physical ability and written examinations which shall be established with the testing agency employed by the Board and announced at the mandatory orientation meeting prior to the beginning of the testing process. The nature of the testing process examinations and related scoring are:

<u>Examination</u>	<u>Weight</u>	<u>Passing Grade</u>
written examination	80%	minimum passing score set at orientation meeting
oral boards	20%	minmum passing score set at orientation meeting
polygraph examination*		pass./fail
credit, moral, and other background investigation		pass/fail
oral interview by Board		pass/fail
physical agility test**		pass/fail
psychological examination / medical examination***		pass/fail

*further investigation of all polygraph examination results will be performed.

**passing of physical agility test for academy attendance as required by State law & academy attendance.

*** administered after a conditional offer of employment is made.

All elements of the testing process shall be administered, scored, evaluated, and interpreted in a uniform manner.

B. WRITTEN EXAMINATION

Section 1. NATURE OF EXAMINATION

The material used in these examinations shall be of such a nature as to adequately assess the Applicant's aptitude to assimilate training as a Police Officer.

Section 2. FINALITY

All examination papers shall be and become the property of the Board and the grading thereof by the Board shall be final and conclusive. Applicants who fail to achieve a passing grade will be notified and eliminated from all further consideration.

C. ELIGIBILITY REGISTER

Section 1. PLACEMENT ON REGISTER

The Board shall prepare and keep a register of persons whose score on the written examination is not less than the minimum fixed by these rules, and who are otherwise eligible. These persons shall take rank upon the register as Applicants in the order of their relative excellence as determined by the written examination without reference to priority of time of examination.

Section 2. POSTING OF PRELIMINARY REGISTER; PREFERENCES

Within 20 days after the written examination, a preliminary eligibility list shall be posted by the Commissioners, which shall show the final grades of the Applicants and be subject to the claims for preference points as provided hereunder. Applicants who are eligible for veteran, educational, or law enforcement certification preference points must make a claim in writing with proof thereof within 10 days after the date of the preliminary eligibility list or such claim will be waived. No Applicant will be eligible to receive more than 5 preference points in total. It is the intent of these rules that the preference points to be awarded comply, from time-to-time, with the requirements of the State statutes. If there is a difference between the preference points set out below and those specified within State statutes, the latter shall apply.

(1). Veteran's Preference Points.

Applicants who have served in the active military or naval service of the United States for a period of at least one year and who were honorably discharged therefrom, or who are or may hereafter be on inactive or reserve duty in such military or naval service, shall be eligible for five (5) preference points pursuant to 65 ILCS 5/10-2.1-8. For purposes of this Section, if a

person has been deployed, then "active military or naval service of the United States includes training and service school attendance, as defined in 10 USC 101(d), which is ordered pursuant to 10 USC 12301(d).

(2) Prior Service Preference Points.

Applicants who either (i) have been employed by the Village as Community Service Technicians, or (ii) possess a certificate of Basic Law Enforcement Training Course as provided in the Illinois Police Training Act shall be eligible for preference points as follows:

- i. Applicants with at least two (2) years' employment by the Village as a Community Service Technician, or certified and having at least two (2) years employment as a full-time sworn peace officer are eligible for five (5) points at the time of examination for original appointment to the Police Department.
- ii. Applicants with experience of up to two (2) years' employment by the Village as a Community Service Technician, or certified and having zero (0) to two (2) years employment as a full-time sworn peace officer are eligible for three (3) points at the time of examination for original appointment to the Police Department.

(3) Education Preference Points.

Applicants who possess a Bachelor's Degree in any academic discipline at the time of their application for employment with the Department shall be eligible for five (5) preference points. Applicants who hold a valid Associate's Degree in law enforcement or criminal justice at the time of their application for employment with the Department shall be eligible for three (3) preference points.

Section 3. FINAL ELIGIBILITY ROSTER

The Board shall prepare a "Final Eligibility Roster" which shall include claimed preference points. Appointment shall be subject to a final polygraph examination, psychological, background investigation, oral interview, and physical examination as provided by these rules. Eligibility lists will be in effect for no more than three (3) years.

Applicants shall be appointed from the eligibility list in descending order. Notwithstanding anything to the contrary contained in these rules and regulations, the Board may, in its discretion, choose to appoint an applicant who has been awarded a certificate attesting to his or her successful completion of a minimum standards Basic Law Enforcement Training Course, as provided in the Illinois Police Training Act, ahead of non-certified applicants.

D. POLYGRAPH EXAMINATION

Applicants, on notification of a pending vacancy, shall submit themselves for a polygraph examination as provided by these rules at such time and place as the Board may in writing designate.

The polygraph examiner will review the questions with the Applicant prior to the actual examination. The polygraph examiner will be a licensed polygraph examiner designated by the Board.

If the Applicant fails the polygraph test (deception was detected by the examiner), the Applicant may be disqualified. The results of the polygraph examination, whether truthful statements were made, or deception was detected, will be investigated during the background phase of the testing process, and then reviewed by the Board for determination.

E. ORAL EXAMINATION BY BOARD

Section 1. ATTENDANCE OF BOARD MEMBERS

No less than two (2) Commissioners shall conduct the Oral Examination. Questions may be asked by the Commissioners or persons selected by the Commissioners. The same Commissioners shall not be required to interview each applicant.

Section 2. SUBJECT OF EXAMINATION

Questions shall be asked of the Applicant that will enable the Commissioners to properly evaluate and grade the Applicant on voice and speech, appearance, alertness, ability to present ideas, judgment, emotional stability, self confidence, friendliness and personal fitness for the position.

Section 3. COMMISSIONERS' DECISION

On completion of each oral interview, the Commissioners will discuss the Applicant's ability using the traits listed in Section 2 above. Each Commissioner will then grade the Applicant on a pass/fail basis. The Commissioners will determine the pass/fail status of each Applicant. Applicants who fail are automatically eliminated from all further consideration.

F. CREDIT AND MORAL EXAMINATION

The Board may conduct an investigation of the applicant's character and fitness. The Board may cause the conduct of an investigation of the financial history of the applicant with a view toward determining whether the applicant's prior use or abuse of credit or questionable financial dealing or special financial dependency create a reasonable doubt as to the Applicant's ethics, stability, trustworthiness, honesty or financial responsibility. The applicant shall furnish all information requested to assist the Board in conducting this investigation including but not limited to fingerprints, financial and credit records.

G. MEDICAL EXAMINATION

An Applicant, upon notification of a conditional offer of employment, shall submit himself for a complete medical examination by a licensed physician designated by the Board. Failure to pass this examination shall eliminate the Applicant from the "Eligible Register" and any further consideration.

H. PSYCHOLOGICAL EXAMINATION

Upon notification of a condition offer of employment, an Applicant shall submit himself for Psychological Examination by a licensed psychologist designated by the Board. Failure of the Applicant to take or successfully complete such test shall disqualify the Applicant to enter upon the duties of the office for which the application for examination was filed. A Applicant shall be considered to have failed the polygraph examination if the Board finds that the Applicant has (1) admitted during the pre-test interview any wrongdoing or the commission of any act that would otherwise disqualify the Applicant from appointment; (2) admitted during the pre-test interview any wrongdoing or act that was not admitted in the applicant's application and would disqualify the Applicant from appointment; (3) admitted wrongdoing during the course of the polygraph test that was not admitted during the pre-test interview; (4) answered questions during the course of the polygraph test in a manner that the Board determines to be indicative of deception.

I. DRUG SCREENING

Any Applicant for original appointment shall be required to pass a drug screening test to establish the Applicant's fitness to perform the duties of police officer. Failure to pass the drug screening shall disqualify the Applicant from further consideration.

J. EFFECT OF WAIVER OF APPOINTMENT

Any person whose name appears on an Eligibility Register for original appointment compiled under this Chapter III, but who declines original appointment, shall be removed from the Eligible Register and shall not be considered further. Any person whose name appears on an Eligibility Register for promotional appointment compiled under Chapter IV below may decline appointment one time. Any person so declining a promotional appointment is required to notify the Board in writing within five (5) days from the time appointment is offered. In the event a person declines a promotional appointment for a second time, the Board, in its discretion, may strike the name of such Applicant from the Eligibility Register.

K. PROBATION

Original appointees shall be on probation for a period of twenty-five (25) months. The probationary period shall be extended by adding to the 25 month period any time that the probationer receives as an authorized leave. A probationary member may be discharged by the Chief of Police. The Chief shall notify the Board of the discharge. The discharge procedures set forth in Chapter VI shall not be applicable to probationary members.

Final certification of probationary Police Officers shall be subject to successful completion of the Basic Training Course, as mandated by the State of Illinois.

L. RELEASE OF LIABILITY

All Applicants shall execute and deliver to the Board a release of all liability as the result of taking a "Physical Aptitude Test" in favor of the Village of Carol Stream on a form to be prescribed by the Board.

M. RECORDS

The Fire and Police Commission will maintain records of all Applicants within the Employee Relations Department. The files will be kept in a secure area. Access to

the files is restricted to those persons legally entitled to view the records. These records will be maintained indefinitely.

Companies contracted to administer tests will maintain all testing materials and answer templates in a secure area at their facility.

A report of the results of the medical, polygraph and psychological examinations will be kept within the file records of the Applicant within the Employee Relations Department. The examination provider will keep a detailed record of these exams.

CHAPTER IV -- PROMOTIONAL EXAMINATIONS

Section 1. GENERAL

The Board shall provide for promotion to Sergeant positions in the Police Department on the basis of ascertained merit and seniority in service and examination, and shall provide in all cases where it is practicable that vacancies shall be filled by promotion. All elements used to evaluate candidates for promotion to Sergeant are job related and nondiscriminatory. The Board shall post the announcement of the upcoming promotional examination and the Chief of Police shall ensure that all eligible applicants are notified. An outside agency will be hired to implement the exams. The Chief of Police shall act as the liaison and provide input and assistance. The Chief of Police and other administrative staff will review and recommend questions and scenarios throughout the testing process. After each examination, applicants will have a forum to contest answers and to challenge all aspects of the process. Any appeal must be done in writing to the Chief of Police, who will then forward the appeal to the Board. All examinations for promotion shall be competitive among such members of the next lower rank as desire to submit themselves to such examination, and all promotions shall be made from among the three candidates having the highest rating. Eligibility lists will be in effect for a three-year period, ending with the final posting of a new eligibility list. When there are less than three names on the promotional eligibility roster, a new list shall be established in accordance with these Rules. In order to be eligible for promotional examinations, the officer must have completed the probationary period of the lower rank. An applicant that fails the examination, or if the list expires before the applicant is promoted, the applicant is eligible to participate in the next promotional examination. The method of examination and the rules governing promotion are the same as provided for applicants for original appointment except as follows:

All officers who submit themselves to examination will be graded according to the following schedule:

	<u>Weight</u>	<u>Minimum Passing Score</u>
Written Examination	25%	
Assessment Center	25%	
Oral Interview	20%	
Merit and Efficiency Rating (based on previous service)	20%	
Seniority (1% per year with a maximum of 10 years)	<u>10%</u>	
Maximum Grade	100%	70

A minimum score of 70, prior to application of veteran's points, if applicable, is required to be placed on the list of eligibles.

Veteran's credit shall be applied as prescribed by Statute (Chapter 65, 5/10-2.1-11).

Section 2. CONSOLIDATION OF LISTS

Should the Board deem it advisable to supplement the number of names on any eligible register by holding another examination for the position, the register resulting from such supplemental examination shall be consolidated with the existing register and the names of eligibles shall take rank on such consolidated register in the order of the highest score obtained in either examination without reference to priority of time of examination. It shall be the duty of the Board to notify persons on the existing list that a supplemental examination will be held and will result in a consolidation of the two lists.

No examination shall be given if a vacancy exists at that time and an eligibility list is in existence.

Section 3. SPECIAL EXAMINATIONS FOR THE RANK OF SERGEANT

Upon notice from the Village Manager that a Sergeant vacancy exists, the Board shall select the individual to be promoted in the manner specified in this chapter.

In the event that less than three eligible members of the Carol Stream Police Department set forth above in Paragraph A sign up, take & pass the promotional examination, then within six (6) months of said promotional examination the Board may schedule a promotional examination for that rank which will be open to persons who are not members of the Carol Stream Police Department who possess, at a minimum, the experience with another public body that a member of the Carol Stream Police Department would be required to possess in order to take the promotional examination. For example, a person qualified to take a sergeant's examination must possess prior experience as a patrol officer or an equivalent position in the police department of a public body.

Such persons must have successfully completed thirty-six (36) months of service with said police department. In addition, said persons must have been employed in said position within three years of taking the promotional examination and if no longer working as a police officer, must have left police employment voluntarily and not while disciplinary charges were pending.

The procedures governing application for such persons shall be generally the same as those provided for applicants for original appointments as Village of Carol Stream Police Department patrol officers.

The method of examination, the rules governing promotion, and residency requirements are the same as provided for applicants for original appointment except as follows:

All officers who submit themselves to examination will be graded according to the following schedule:

	<u>Weight</u>	<u>Minimum Passing Grade</u>
Written Examination	25%	
Oral Interview	25%	
Merit and Efficiency Rating	20%	

(Based on previous Service.)

A person who is not a member of the Carol Stream Police Department shall be required to provide copies of all previous merit and efficiency ratings while in service to a public body and to provide recommendations from at least three previous senior officers.

The Board, in its discretion, may require oral interviews with persons who provide recommendations.) 20%

Seniority (1% per year with a maximum of 10 years based on prior service with any police department as a police officer.) 10%

Maximum Grade 100% 70

A minimum score of 70, prior to application of veteran's points, if applicable, is required to be placed on the list of eligibles.

Veteran's credit shall be applied as prescribed by Statute (65 ILCS 5/10-2.1-11).

The Board shall fill the vacancy from among the three applicants having the highest rating and who have passed the examination. The examination shall otherwise be conducted in the same form as with regard to the selection process for promotion limited to members of the next lowest rank within the Police Department.

All appointments made from outside the Carol Stream Police Department shall be on probation for a period of 15 months and shall be further subject to the provisions of Chapter III, Section K of these rules.

Section 4. PROBATIONARY PERIOD

Every promotion shall be subject to a probationary period of fifteen (15) months. During the probationary period, the Chief may request the Board to rescind the promotion and restore the officer to the rank held prior to promotion. No hearing is required to grant the Chief's request.

In the event that the person chosen to fill a vacancy as Sergeant is not a member of the Carol Stream Police Department immediately prior to employment, that person shall be subject to a probationary period of fifteen (15) months. Prior to the end of the probationary period, the Board shall seek the recommendation of the Chief of the Department regarding the efficiency of the probationer's performance. The Chief may, at any time, request that the Board discharge a probationer. The Board may also require the probationer to appear before it for an interview regarding the end of the probation period. The probationer may be discharged by the Board at any time during the fifteen (15) month probationary period with or without an appearance before the Board.

CHAPTER V – ORDER OF RANK, CLASSIFICATION AND OATH OF OFFICE

Section 1. RANK

The order of rank in the Police Department shall be as provided by Ordinance and municipal budget.

Section 2. OATH OF OFFICE

Before entering upon his/her duty, any person about to become a member of the Police Department shall take the following oath, before any person authorized to administer oaths in the State of Illinois:

"I _____, do solemnly swear that I will support the Constitution of the United States, and the Constitution of the State of Illinois, and the Ordinances of the Village of Carol Stream, and that I will faithfully discharge the duties of the office of _____ according to the best of my ability."

(Signed) _____

Subscribed and sworn to me this ___ day of _____, 20___, and shall enter into such bond in such amount as prescribed by the Ordinances of the Village of Carol Stream, unless the Village of Carol Stream provides a blanket bond for all of its officers.

CHAPTER VI – DISCIPLINARY PROCEEDINGS; HEARING OF APPEALS, CHARGES, SUSPENSIONS AND DISCHARGES

Section 1. GENERAL PROVISIONS & DEFINITIONS

- (a) Hearings before the Board are not common law proceedings. The provisions of the "Illinois Code of Civil Procedure" do not apply to hearings before the Board.
- (b) "Counsel" as used herein means: One who has been admitted to the bar as an attorney-at-law in this State.
- (c) At the time and place of hearing, both parties may be represented by counsel, if they so desire.
- (d) All proceedings before the Board during the conduct of the hearings shall be recorded by a reporter to be employed by the Board.
- (e) The records of all hearings will not be transcribed by the reporter unless requested to do so by the Board or any party of interest in which case the party making such a request shall pay all costs for the transcript and all additional costs for the reporter, if any.
- (f) All witnesses shall be sworn by the Chairman of the Board or his designee prior to testifying and the matter will be decided by the Board on evidence presented at the hearings.
- (g) The Board will first hear the witnesses substantiating the disciplinary action taken against the grievant or the charges which have been made against the respondent. Thereafter, grievant or the respondent may present and examine those witnesses whom he/she desires the Board to hear. All parties shall have the right to cross-examine witnesses presented by the opposite party.
- (h) All hearings are subject to the Open Meetings Act.
- (i) No rehearing, reconsideration, modification, vacation or alteration of a decision of the Board shall be permitted.
- (j) "Cause" is some substantial shortcoming which renders continuance in employment detrimental to the discipline and efficiency of the public service

and something which the law and sound public opinion recognize as cause for the officer no longer occupying the position. In any case with respect to which "cause" is the standard for the imposition of discipline (i.e., in all cases not involving appeals of disciplinary action arising under the CBA), the right to determine what constitutes cause is in the Boards discretion.

- (k) "Just cause" is the standard for upholding discipline to be applied by the Board in cases of appeals of disciplinary action arising under the CBA. "Just cause" is a standard that derives from labor arbitration cases and refers generally to the guidelines and criteria set forth by Arbitrator Carroll R. Daugherty in Enterprise Wire Co. and Enterprise Independent Union, 46 LA 359 (1966), or, as may be later established by statutory or common law authority.
- (l) The phrase "preponderance of the evidence" is defined as the greater weight of the evidence and is more convincing as to its truth when weighed against the evidence in opposition thereto.

Section 2. HEARING PROCEDURE: CASES NOT ARISING UNDER THE CBA

(a) Complaints

In all cases, five (5) copies of the complaint shall be filed with the Secretary of the Board, setting forth a plain and concise statement of the facts. A copy of the complaint shall also be served upon the respondent and proof of service filed with the Secretary.

(b) Notification of Hearing

Upon the filing of the complaint, as provided above, the Secretary of the Board shall notify both the complainant and respondent either by certified mail (return receipt requested) or by personal service of the time and place of the hearing of the charges. If an Order of Suspension is entered by the Board, the respondent, the complainant, the Chief of the Department, the Treasurer, comptroller, manager, or other finance officer of the municipality shall be notified of the entry of such Order of Suspension, and be served either in person or by registered or certified mail (return receipt requested) with a copy of such Order of Suspension. The first hearing shall take place within thirty (30) days of filing of the complaint, unless waived in writing by the respondent.

(c) Continuances

The matter of granting or refusing to grant a continuance of a hearing is within the discretion of the Board. Except under extraordinary circumstances, the hearing shall not be continued at the request of any of the parties to a proceeding or their attorneys, unless received in writing at the Board's offices at least three days before the scheduled hearing date.

(d) Stipulations

Parties may, on their own behalf, or by counsel, stipulate and agree in writing, or on the record. The fact(s) so stipulated shall be considered as evidence in the proceeding, provided that the Board, after giving notice to the parties, may require the presentation of evidence to substantiate the matters so stipulated.

(e) Sufficiency of Charges – Objections to

Motions or objections to the sufficiency of written charges must be filed or made prior to or at the hearing before the Board.

Section 3. HEARING PROCEDURE: APPEALS FROM GRIEVANCES UNDER THE CBA

(a) Notice of Appeal

In cases arising under the CBA, the Board's jurisdiction to hear and decide grievances arising out of the imposition of discipline of officers is invoked by the filing of a notice of appeal to the Board within the time provided by Article XVI, Section D and Article XVIII, Section E, of the CBA or such other applicable provision of a CBA.

(b) Notification of Hearing

Upon the filing of the notice of appeal, as provided above, the Secretary of the Board shall notify both the Village Manager and the Grievant either by registered or certified mail (return receipt requested) or by personal service of the fact and date of the filing of the notice of appeal, together with a proposed date or dates for the conduct of the appeal hearing. The date for the hearing shall then be established by mutual agreement of the Board, the Village (or its counsel), and the grievant and/or his Union representative and/or counsel.

- (c) Continuances and stipulations shall be entertained in accordance with Section 2, subsections c and d above.

Section 4 SUBPOENAS

- (a) Either the complainant or the respondent (or in the case of an appeal of a disciplinary action arising under the CBA, the grievant or the Village) may, at any time make application to the Board by filing with it a written request for subpoenas for any individual to appear for a hearing or to produce books, papers, records, accounts and other documents as may be deemed by the Board to be relevant to the hearing. On the filing of such application, subpoenas will be issued for the named persons. Subpoenas may be served by any person of the age of twenty-one (21) years and upwards designated by the party requesting the subpoenas. Application for subpoenas should contain the names and addresses of the individuals to be subpoenaed, and the identity of any documents which they are to produce.
- (b) Any request for continuance by reason of inability to serve subpoenas shall be filed in the office of the Board at least three (3) days before the date set for such hearing, provided, however, that the Board in its discretion may waive this rule.

Section 5. SERVICE

All papers required by these Rules and Regulations to be served shall be delivered personally to the party designated, or mailed by the United States mail in an envelope properly addressed, with postage prepaid, at the party's last known residence. Proof of service of any paper may be made by the certification of any person so mailing the paper or delivering the same to the designated party

Section 6. FILING

All papers may be filed with the Board by mailing them or delivering them personally to the Secretary of the Board of Fire and Police Commissioners at the Village Hall, Carol Stream, Illinois 60188. For the purpose of these Rules and Regulations, the filing date of any paper shall be the date it was received at the Board's office, in the event the paper is delivered personally or by messenger. In the event a paper is forwarded by mail, then the filing date shall be the date which is postmarked on the envelope of such paper.

Section 7. FORMS OF PAPER

- (a) All papers filed in any proceeding shall be typewritten or printed and shall be on one side of the paper only.
- (b) If typewritten, the lines shall be double-spaced except that long quotations may be single-spaced and indented.
- (c) All papers shall not be larger than 8½ inches wide by 11 inches long and shall have inside margins of not less than one inch.
- (d) The original of all papers filed shall be signed in ink by the party filing the paper or by an officer, agent or attorney thereof.
- (e) If papers are filed by an attorney, his/her name and address shall appear thereon.

Section 8. COMPUTATION OF TIME

The time within which any act under these Rules is to be done shall be computed by excluding the first day and including the last unless day is Saturday, Sunday, or is a holiday as defined or fixed in any Statute now or hereafter in force and in the State, and then it shall also be excluded. If the day succeeding such Saturday, Sunday or holiday is also a holiday or a Sunday, then such succeeding day shall also be excluded.

Section 9. SUSPENSION IN CASES NOT ARISING UNDER THE CBA

- (a) The Board may suspend any member of the Police Department who is not covered by the CBA and against whom charges have been preferred, pending a hearing of the charges by the Board, but not to exceed thirty (30) days, without pay, at any one time.
- (b) The Chief of the Police Department shall have the right to suspend any officer under his/her command who is not covered by the CBA for a period of not to exceed five (5) days, provided no charges for the same occurrence have been filed and are pending before the Board, and the Chief shall notify the Board in writing within twenty-four (24) hours of the time of such suspension. Any Police Officer so suspended may appeal to the Board for a review of the suspension within five (5) calendar days after being notified of such suspension by filing notice of such appeal in writing with the Secretary of the Board. A hearing shall be had upon such appeal, and due notice given

to the officer so suspended in the same manner as if charges were originally filed before the Board.

- (c) Upon such appeal, the Board may sustain the action of the Chief of the Department, may reverse it with instructions that the officer so suspended receive his/her pay for the period involved, may suspend the officer for an additional period of not more than thirty (30) days, or discharge him/her depending on the evidence presented.

Section 10. SUSPENSIONS IN CASES ARISING UNDER THE CBA

In cases arising under the CBA, the authority of the Chief of the Police Department to suspend officers under his command shall be as provided in Article XVI, Section B of the CBA.

Section 11. DISCHARGE OR SUSPENSION AFTER HEARING: CASES NOT ARISING UNDER THE CBA

- (a) Discharge from office, or suspension from service in the Police Department in cases not arising under the CBA shall be in compliance with Statute.
- (b) The Board shall, within a reasonable time after the hearing is completed, enter its finding on the records of the Board.

Section 12. DATE OF HEARING

In cases not arising under the CBA, the time for the hearing of charges shall be set by the Board, within thirty (30) days of the time of the filing of such charges. In cases arising under the CBA, the time for hearing of the appeal shall be established by mutual agreement of the Village, the grievant and/or Union, and the Board. Continuances may be granted from time to time upon motion of any part of the proceeding by order of the Board, in accordance with Section 2(c) of this Chapter VI. Where all parties and members of the Board agree, a continuance may be granted to the parties without a need for a formal meeting of the Board to act upon the granting of such a continuance.

Section 13. FINDING AND ORDER: CASES NOT ARISING UNDER THE CBA

In cases not arising under the CBA, if any member of the Police Department shall be found guilty of the charges preferred against him/her after a hearing by the Board, he/she may be removed, discharged, or suspended for a period not exceeding thirty

(30) days, without pay.

Section 14. VIOLATION OF RULES

All members of the Police Department shall be subject to the Rules and Regulations of the department, and the Rules and Regulations of the Board, and a violation of such Rules or Regulations shall be cause for the filing of charges before the Board and/or discipline imposed by authority of the Chief of Police.

Section 15. VIOLATION OF LAW

Any violation of the laws of the Village of Carol Stream, Illinois, or State or Federal law, by any member of the Police Department of the Village of Carol Stream shall be cause for the filing of charges against said officer and/or discipline imposed by authority of the Chief of Police.

Section 16. FINDING AND DECISION: CASES NOT ARISING UNDER THE CBA

In cases not arising under the CBA, the finding and decision of the Board, following a hearing of charges, shall be preserved by the Secretary, the notice of said finding and decision sent to the officer involved and the department head for enforcement. If the finding or decision is that an officer or employee is guilty of charges investigated, and removal or discharge is ordered, such order of removal or discharge shall become effective forthwith.

Section 17. FINDING AND DECISION: CASES ARISING UNDER THE CBA

In cases arising under the CBA, the Board shall issue a written opinion containing findings of fact and its decision as to whether the discipline imposed by the Chief of Police was or was not for just cause. Such written opinion shall be issued within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later. If the Board should find that the discipline was for just cause, it shall deny the grievance and sustain the disciplinary action imposed by the Chief of Police. If the Board should find that the discipline imposed by the Chief of Police was not for just cause, it shall have the authority to order reinstatement of a discharged officer or revocation of the suspension of a suspended officer. Such reinstatement or revocation may be with or without backpay, in the informed judgment of the Board in the implementation of the concept of just cause.

CHAPTER VII – ILLINOIS POLICE TRAINING ACT

Section 1. PROBATIONARY TRAINING

By reason of the fact that the Village of Carol Stream has adopted the provisions of the Illinois Police Training Act, every probationary officer appointed by this Board shall take and complete an approved training course within a period of six (6) months of the date of his/her initial employment or such other date as is approved by Statute and the Board, and shall be certified by the Illinois Governmental Law Enforcement Officers Training Board that he/she has successfully completed said course.

Section 2. BOARD DIRECTION OF TRAINING

Said course shall be taken in an approved school designated by the Board and on such dates as the Board shall designate.

Section 3. EFFECT OF NON-PASSAGE OF TRAINING

Failure of said probationary Police Officer to take said course at such school and at such times as designated by the Board, or failure to pass such course, shall result in immediate discharge of such probationary Police Officer.

CHAPTER VIII – GENERAL

Section 1. SAVINGS PROVISION

The sections, paragraphs, sentences, clauses and phrases of these Rules are severable, and if any phrase, clause, sentence, paragraph or section of these Rules shall be declared unconstitutional, invalid, or unenforceable by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality, invalidity or unenforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of these rules.

RESOLUTION NO. _____

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

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

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

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

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

SECTION 1: That the Mayor and Board of Trustees of the Village of Carol Stream find that the personal property described in Exhibit "A", now owned by the Village of Carol Stream, is no longer useful and authorize its disposal per the attached memorandum dated November 25, 2015.

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

PASSED AND APPROVED THIS 7th DAY OF December, 2015.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarniecki, Village Clerk

EXHIBIT "A"

Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: Tia Messino, Management Analyst
DATE: November 25, 2015
RE: Surplus Equipment

The Department has identified the equipment below to be declared surplus:

Universal Paper Shredder

No ID

Due to disrepair this item no longer has value to the Village but may have value as scrap.

Snow Blower

M00826X529834

Due to disrepair this item no longer has value to the Village but may have value at auction or as scrap.

Floor Jack

Model 1525

Due to safety concerns and the availability of more job appropriate equipment this item has reached the end of its useful service life. It no longer has value to the Village but may have value as scrap.

Scanner

DR-1210C

Due to improved equipment this item no longer has value to the Village but may have value at auction or as scrap.

Auto Signs

No ID

These items are no longer valuable to the Village but may have value at auction or as scrap.

Staff recommends that these items be declared surplus by the Mayor and Board of Trustees and that the Public Works Director be authorized to auction or otherwise dispose of the items.

Shredder



Snow Blower



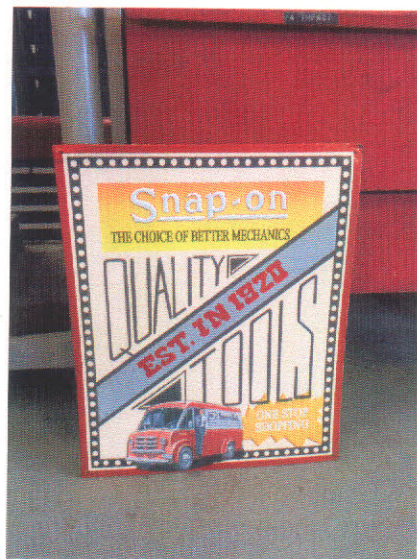
Floor Jack




Scanner



Auto Signs



Village of Carol Stream
Interdepartmental Memorandum

TO: Joseph Breinig, Village Manager
FROM: William N. Cleveland, Assistant Village Engineer 
DATE: December 2, 2015
RE: Request for easement by Wheaton Sanitary District
through Community Park

The Wheaton Sanitary District has a long range plan to replace its aging Northside Interceptor sanitary sewer main over the next 5 – 10 years. This sewer main line serves the southeast portion of Carol Stream, south of North Avenue in the area of Schmale Road. Construction in Carol Stream is expected to begin in 2020, or within several years of then.

Currently, there is a Wheaton Sanitary District sewer located in Community Park along the lake in the floodplain. This could be a source of stormwater infiltration so they are proposing a new location for the sewer on higher ground to the west. The land is in an area that may be transferred to the Carol Stream Park District in the future and they have reviewed and approved the location and easement document. An aerial exhibit is attached depicting the existing and proposed sewer locations.

The Village attorney has reviewed and approved the easement agreement document and an appraisal of the land was done for reference and Finance Department purposes. The value of the easement was estimated between \$22,000 and \$33,000; however no payment is proposed between taxing bodies.

Engineering staff therefore recommends that the easement agreement for Community Park between the Village of Carol Stream and the Wheaton Sanitary District be approved, and the signed agreement be sent to the Wheaton Sanitary District for recording.

Cc: James Knudsen, Director of Engineering Services
Phil Modaff, Director of Public Works
Jon Batek, Finance Director
Robert Mellor, Assistant Village Manager

attachments

RESOLUTION NO.

**A RESOLUTION GRANTING A SANITARY SEWER EASEMENT
TO THE WHEATON SANITARY DISTRICT, DUPAGE COUNTY, ILLINOIS
(COMMUNITY PARK, PARCEL 38, 601 GUNDERSON)**

WHEREAS, the Mayor and Board of Trustees of the Village of Carol Stream have determined that it is in the best interest of the Village to execute an Agreement Granting a Sanitary Sewer Easement between the Village of Carol Stream ("Grantor") and the Wheaton Sanitary District, DuPage County, Illinois, ("Grantee").

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

SECTION 1: That the Mayor and Village Clerk of the Village of Carol Stream be and the same are hereby authorized to execute the Agreement for Grant of a Sanitary Sewer Easement, attached hereto as Exhibit "A" and as approved by the Village Attorney.

SECTION 2: That all Resolutions or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, expressly repealed.

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

PASSED AND APPROVED THIS 7th DAY OF DECEMBER, 2015.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

Prepared by and return to:

Village of Carol Stream
500 N. Gary Avenue
Carol Stream, Illinois 60186
Attn: Village Engineer

GRANT OF SANITARY SEWER EASEMENT

THIS GRANT OF SANITARY SEWER EASEMENT ("Grant of Easement") is made this ____ day of _____, 2015, by the Village of Carol Stream, an Illinois municipal corporation, (hereinafter referred to as the "Grantor") to the Wheaton Sanitary District, DuPage County, Illinois (hereinafter referred to as the "Grantee"). Grantor and Grantee are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property legally described on Exhibit A, attached hereto and made a part hereof (hereinafter referred to as the "Grantor Property"); and

WHEREAS, the Grantee desires to construct a sanitary sewer, and all facilities incidental thereto, (hereinafter referred to as the "Improvements") on a portion of the Grantor Property; and

WHEREAS, Grantor has agreed to grant the Grantee the necessary nonexclusive permanent easement and a temporary construction easement relative to the Improvements, as set forth herein;

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt of which is

hereby acknowledged, the terms and conditions set forth below and the benefits to be derived from this Grant of Easement, the Parties agree as follows:

1. That the recitals set forth above are incorporated herein and made a part hereof as if set forth fully herein.

2. Grantor hereby grants and conveys to the Grantee a nonexclusive perpetual easement (the "Easement"), for the full and free right, privilege and authority to construct, install, reconstruct, replace, remove, repair, alter, inspect, maintain and operate a sanitary sewer, and all facilities incidental thereto (the "Easement Activities"), in, on, upon, over, through, across the property as legally described and depicted on the Plat of Easement, Exhibit A, attached hereto and made a part hereof (the "Easement Premises") and to from time to time, cut down, trim or remove any shrubs, trees, bushes or other plants and to clear obstructions from the surface and subsurface of the Easement Premises that interfere with the operation or access to said Easement Activities.

3. Grantor further grants and conveys to the Grantee a temporary construction easement for the full and free right, privilege and authority to construct and install said sanitary sewer and all facilities thereto , in, on, upon, over, through, across the property as depicted and legally described on Exhibit A, attached hereto and made a part hereof (the Temporary Easement). The Temporary Easement shall terminate on the date which is twenty-four (24) months from the date of commencement of construction/installation of said sanitary sewer or upon completion of the construction, whichever occurs first.

4. Grantor hereby agrees to and with the Grantee that the officers, agents, employees, contractors and successors of the Grantee may, at any and all times designated herein, when necessary and convenient to do so, go in, on, upon, over and across the Grantor Property and the Easement Premises, and do and perform any and all acts necessary or convenient to the carrying into effect the purposes for which this Grant of Easement and the Easement created hereby are made, and that the Grantor shall not disturb, molest, injure or in any manner interfere with the aforesaid sanitary sewer, and all facilities and activities incidental thereto.

5. The Easement shall be used and enjoyed solely by Grantee and its duly authorized officers, agents, contractors or employees to conduct the Easement Activities in accordance with this Grant of Easement. Grantee shall not assign its rights under this Grant of Easement in whole or in part or grant permission to traverse, enter upon or otherwise use the Easement Premises to any other person or entity without the prior written consent of Grantor.

6. Prior to any construction of the Improvements, the Grantee shall video tape all surface conditions of the Easement Premises and Temporary Easement.

7. The Grantor reserves the right to use of the Easement Premises, for any lawful purpose, except that any structure, landscaping or use shall not unreasonably interfere with the Easement or the Easement Activities granted hereunder.

8. The Grantee, its officers, agents, employees, successors, grantees, lessees, contractors and assigns shall promptly, and as soon as practicable after completion of the initial construction/installation of the sanitary sewer, restore to its former condition any portion of the Grantor Property which is disturbed or altered in any

manner by such construction/installation at the Grantee's sole cost and expense. All trees, decorative shrubs and other landscaping disturbed or altered during the initial construction/installation of said sanitary sewer, shall be replaced with nursery grade stock. Grantee is not obligated to replace trees, decorative shrubs and other landscaping which are planted or which grow on the Easement Premises following completion of the initial construction/installation. Further, Grantee is not obligated to restore any new improvements constructed or installed on the Easement Premises following completion of the initial construction/installation.

9. All work, labor, services, equipment, tools and materials to be performed, furnished or used directly or indirectly in, or in connection with, the Easement Activities, and all other matters and things to be performed, furnished or used, or expenses to be paid, under the term of this Grant of Easement, are to be at the sole expense of the Grantee, and all such work shall be performed promptly and completed in each instance with diligence and as soon as reasonably practicable after commencement thereof. Grantee shall require any contractor performing any work within the Easement Premises or Temporary Easement to provide a performance and payment bond prior to performing any work.

10. Grantee shall obtain all necessary permits and approvals and shall otherwise comply with all applicable federal, state and local laws, rules, regulations and ordinances in the conduct of the Easement Activities.

11. Such perpetual Easement as is herein granted shall run with the land and the covenants, agreements, terms, conditions, obligations, rights and interests herein contained or provided for shall be likewise binding upon and shall inure to the benefit of

the Grantor and Grantee, and their respective heirs, executors, successors, grantees, lessees and assigns.

12. Any and all notices or communications given pursuant to Grant of Easement shall be in writing and shall be deemed received on the third business day after being mailed by certified or registered mail, postage prepaid, return receipt requested; or on the next business day after deposit with a nationally-recognized overnight delivery service (such as Federal Express or Airborne) for guaranteed next business day delivery; or by personal delivery; addressed to the Parties as follows:

To Grantor: VILLAGE OF CAROL STREAM
500 N. Gary Avenue
Carol Stream, Illinois 60186
Attn: Village Engineer

To Grantee: WHEATON SANITARY DISTRICT
1 S 649 Shaffner Road, P.O. Box 626
Wheaton, Illinois 60187
Attn: Executive Director

13. This Agreement contains the entire agreement between the Parties with respect to the use of the Easement Premises and the Grantor Property by Grantee in connection with the Easement Activities, and cannot be modified except by a writing, dated subsequent to the date hereof, and signed by both Parties.

14. This Agreement is entered into solely for the benefit of the Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party.

15. Grantee agrees to indemnify, hold harmless and defend the Grantor, its officers agents and employees from any and all claims, judgments, awards, penalties,

fees, costs, expenses and attorneys fees in any way arising out of or as a result of any negligent or willful act or omission of the Grantee, its agents, contractors, employees or personnel relating to the Grant of the easement or relating to any and all work, labor, services, equipment, tools and materials performed by or on behalf of the Grantee or provided Grantee's agents, contractors, employees or personnel under this agreement.

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be signed on its behalf on the day and year first above written.

Grantor: **VILLAGE OF CAROL STREAM**

By: _____
Frank Saverino, Sr., Mayor

ATTEST: _____
Laura Czarnecki, Village Clerk

Agreed to and accepted by the WHEATON SANITARY DISTRICT, DuPage County, Illinois, this ____ day of _____, 2015.

By: _____
Stephen Maney, P.E., Executive Director

ATTEST: _____
Matt Streicher, P.E., District Engineer

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

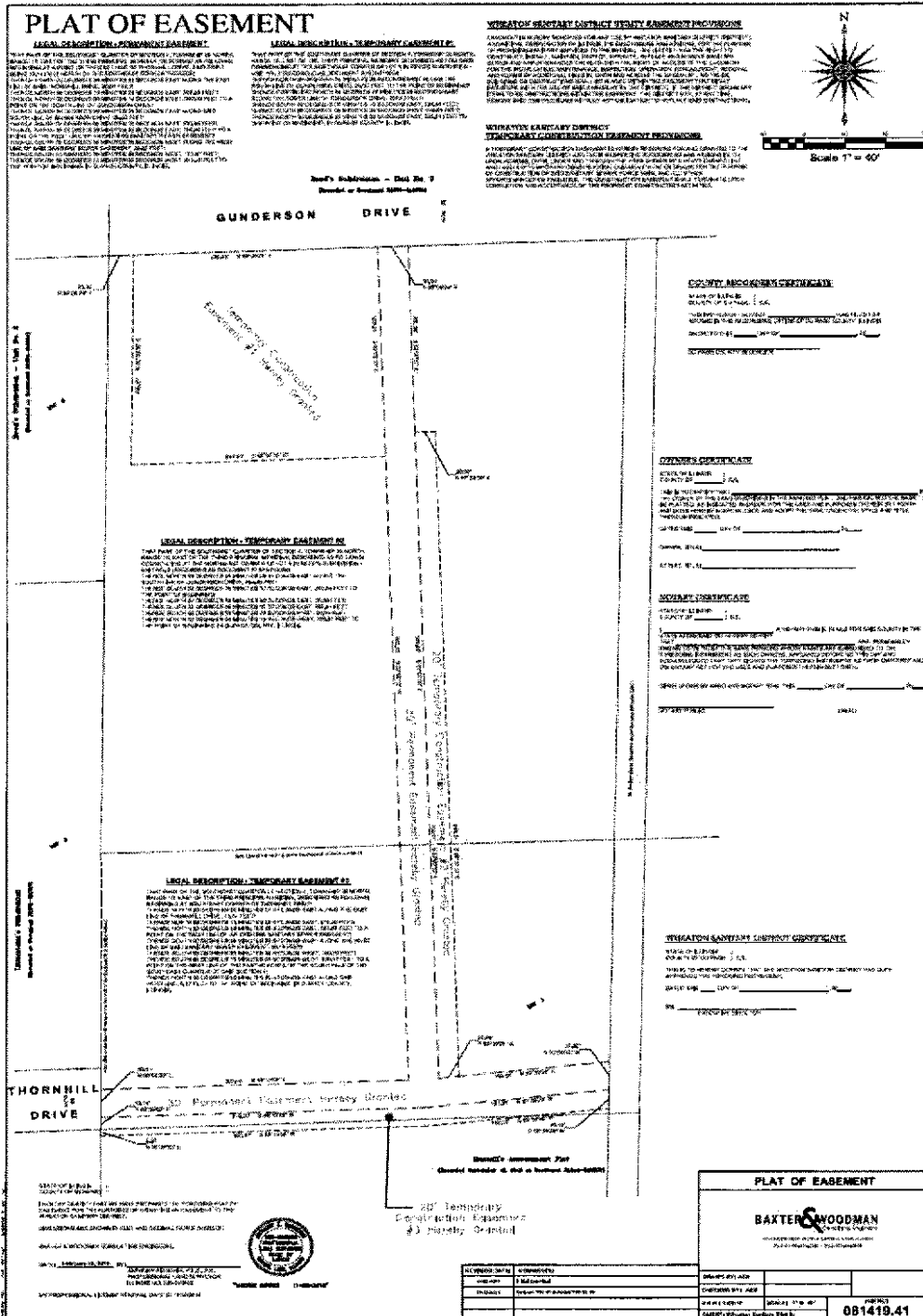
I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO
HEREBY CERTIFY that _____,
personally known to me to be the same person(s) whose name(s) are subscribed to the
foregoing instrument, appeared before me this day in person and severally
acknowledged that he/she/they signed and delivered the said instrument as their free
and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2015.

Notary Public

Exhibit A

PLAT OF EASEMENT





8B047

8C062

8C020

Temporary Easement Area
For Staging Purposes

580-90

8C019

20' Temporary Easement

30' Permanent Easement

8C018

Legend

Sanitary Structures (Owner)

Owner

- Wheaton Sanitary District
- City of Wheaton
- Private

Sanitary Sewers (Owner)

Owner

- Wheaton Sanitary District
- City of Wheaton
- Private
- Proposed Permanent Easement
- Proposed Temporary Easement
- Proposed NSI MH
- Proposed NSI Pipe

545

30' Permanent Easement

8C017

8C118

Thornhill Dr

20' Temporary Easement



KRUEGER APPRAISAL SERVICES, INC.

40W117 CAMPTON CROSSINGS DR

TELEPHONE · (630) 513-6150

ST. CHARLES, IL 60175

FAX · (630)513-6195

August 25, 2015

Wheaton Sanitary District
1S649 Shaffner Road
Wheaton, IL 60187-0626

Attention: Mr. Stephen R. Maney, P.E.
Executive Director

Subject: Parcel 38; 601 Gundersen, Carol Stream, IL 60188
Our File Number: 435-15


Dear Mr. Maney:

In fulfillment of your order as outlined in our conversation, I am transmitting my restricted appraisal report of the estimated market value of the Fee Simple estate for temporary/permanent easements on the above identified property as of August 20, 2015. The reported value estimate is not a point value number. Instead, the reported value is a range of value estimate. The report includes my value conclusion along with reference to supporting data.

A restricted report contains only limited data and explanation; it is intended for your use only. The lack of a complete analysis and reasoning in the report may be misleading to anyone not familiar with the property. The report is intended only for the use stated in the report.

The property was inspected and the report prepared by David M. Rogers and Neil K. Steffens, MAI, SRA. The value opinion reported is qualified by certain definitions, limiting conditions, and certifications which are contained in the report. If you have any questions concerning this report, please contact our office at (847)-931-7447.

Sincerely yours,



Neil K. Steffens, MAI, SRA
Illinois Certified General Appraiser
#553-000300



David M. Rogers
Certified General Appraiser
#553.001802



Ted L. Schneller, IFAS
Certified General Appraiser
#553.000510

CLIENT, PURPOSE, USE, AND INTENDED USERS OF THE REPORT

The report has been prepared at the request of by Mr. Stephen R. Maney, as representative for the Wheaton Sanitary District. The Purpose of this valuation is to arrive at an opinion of a range of fair compensation for the acquisition of a temporary and/or permanent easement needed for a utility line project. When applicable, the fair market value of the whole will be established, as will the fair market value of the remainder after the acquisition. Fair Market Value may also be affected by contemplated improvements with consideration for damages or benefits, if any, to the remainder. It is understood that the appraisal report is to be used by the client in negotiations. The report is intended for use by the client. No other use or user is intended.

TYPE OF APPRAISAL AND REPORT FORMAT

The appraisal report is prepared in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP). These Standards, developed by the Appraisal Standards Board of the Appraisal Foundation, establish the minimum standards acceptable to the development and reporting of an appraisal assignment. The State of Illinois has adopted USPAP as the guidelines that must be followed by state certified and licensed appraisers. This is a restricted report in accordance with USPAP Standard 2-2(b).

DEFINITION OF VALUE AND DATE OF VALUE ESTIMATE

Definition: Market value is an estimate of what a property is worth based on a specific definition. The definition use for this report is as defined by the federal financial institutions regulatory agencies (Office of the Comptroller of the Currency under 12 CFR, Part 34, Subpart C-Appraisals, 34.42 Def. (f) is as follows:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and passing of title from seller to buyer under conditions whereby:

- 1. Buyer and seller are typically motivated;*
- 2. Both parties are well informed or well advised, and acting in what they consider the own best interest;*
- 3. A reasonable time is allowed for exposure in the open market;*
- 4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and*
- 5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sale concessions granted by anyone associated with the sale.*

Date of Value: The effective valuation date is August 20, 2015, the date of my last exterior viewing of the property.

SCOPE OF THE ASSIGNMENT

1. I reviewed various documents from the City of Wheaton relating to zoning, land use plans, and other records relating to the subject property and neighborhood.
2. The property rights appraised are for a temporary or permanent easement. An easement is an interest in real property that conveys use, not ownership, of a portion of the owner's property. Any temporary easement is to have a term of two years from the start of construction. A permanent has no end point.
3. The rights to be acquired from this property are relatively minor. For the purpose and intended use of this report it was not considered necessary to estimate a value for the whole property as presently improved. As the basis for our analysis we have considered sales data for both improved and land parcels. Research was done to adequately understand the community, the property and the market for the type of property appraised.
4. I did not make interior inspections of the building for this report. I have assumed that an exterior only viewing of the buildings was adequate for this assignment.
5. Market data was taken from various sources including: appraiser's files, Multiple Listing Service of Northern Illinois, and assessors records. When possible, information was verified with a buyer, seller or someone involved with the sale. At a minimum, assessor's records were used. Reference was made to recorded documents to verify sales of market data. All sales were viewed from the street.
6. I have researched market data including: recent sales, current listings, pending contracts, and sales with contingencies.
7. By agreement with my client, the reported value estimate is not a point value number. Instead, the reported value is a range of value estimate.

ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal report is expressly subject to the following stipulations:

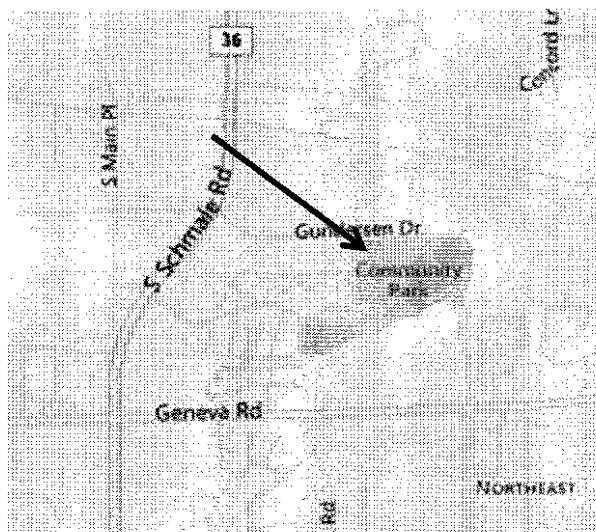
1. That no opinion is intended to be expressed for legal matters or that would require specialized investigation or knowledge beyond that ordinarily employed by real estate appraisers, although such matters may be discussed in the report.
2. That maps, plats, and exhibits included in the report are for illustration only, as an aid in visualizing matters discussed within the report.
3. That no detailed soil studies covering subject property were available to the appraisers. Therefore, premises as to soil qualities employed in this report are not conclusive, but have been considered consistent with information available to the appraisers.
4. That no consideration has been given in this appraisal to personal property located on the premises, or to the cost of moving or relocating such personal property, but only to the real property has been considered.
5. That unless otherwise stated in the report, the existence of potentially hazardous material, which may or may not be present on or near the property, was not observed by the appraisers. No consideration has been given in the appraiser's analysis to any potential diminution in value should such hazardous materials be found.
6. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Environmental reports were provided for most the subject parcels. The results were reported with each parcel. The appraiser's value estimate is based on the assumption that there are no problems beyond what has been reported.

HIGHEST & BEST USE

The highest & best use of the subject property as vacant is for residential development. The highest & best use of the property as improved is for continued present use.

DESCRIPTION OF SUBJECT PROPERTY

The subject is an 11.4 acre parcel that is part of Community Park, which is a 68 acre park located in the far south east corner of Carol Stream. The park includes two baseball fields, several basketball courts, tennis courts and soccer fields. There are pathways for walking and picnic shelters to rent for family outings. There are multiple access points to the park, but the subject property has one entrance at the east end of Thornhill Drive. There are wetlands located in the northern portion of the subject property as well as along the eastern property line. There is flood zone along the eastern property present on the subject parcel as well.



SUMMARY OF MARKET DATA

I have reviewed available market data including: recent sales, pending and contingent sales, and current listings, of property that may be compared to the subject property. The purpose of this report is to estimate a range of market value for the property, not a point value estimate. Market data considered is summarized in the chart on the following page. Based on a qualitative analysis of the data with consideration for factors affecting value the properties have been arrayed based on property price from lowest to highest. A brief summary of the information is as follows;

Land Value – Market Comparable Sales:

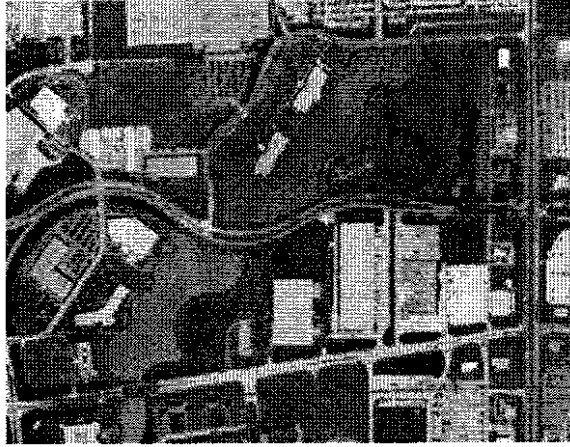
Sale #	Address	Size (ac)	Zoning	Sale Date	Sale Price	Price / SF
1	2845 Easton St., Downers Grove	16.26	R-6	Jun-2012	\$3,654,000	\$5.16
2	7143 Dunham Rd., Downers Grove	2.22	R-5A	Jul-2013	\$432,500	\$4.47
3	Nantucket Dr., Darien	2.87	R-5*	PEND	\$399,000	\$3.19
4	Liberty St., Aurora	24.84	R-5(S)	Mar-2012	\$3,425,000	\$3.16
3	1S164 Indian Knoll Rd., Winfield	21.03	R-1* & R-2*	May-2013	\$1,200,000	\$1.31
Subject	601 Gundersen, Carol Stream	11.4	R-2	N/A	N/A	N/A

R-5* & R-1* - Unincorporated DuPage County

Sale 1



Sale 2



Sale 3



Analysis of Permanent Easement:

The Wheaton Sanitary District is acquiring a Permanent easement for sewer construction purposes. The permanent easement is an upside down 'T' shaped parcel. The horizontal portion of the upside down 'T' easement is 30' wide and located along the southern section of the property adjacent to the north side of the temporary easement. The vertical portion of the easement is 30' wide and extends to the northern property line. The total area of the easement is approximately 42,091 sq. ft. See attached plat for exact details. Improvements in the easement area include grass, trees, landscaping rocks, flag pole, light pole, signage, asphalt roadway, asphalt walking paths, stationary benches and a portion of the sand volleyball court. We assume that the basketball/tennis courts will not be impacted, if this is not the case we reserve the right to adjust our conclusion. All improvements will be replaced to their pre-existing condition or replaced with like kind improvements.

	Range of Value	
Market Value of the Easement Area(s) Before the Imposition of the Easement.....	\$ 120,000	130,000
Market Value of the Easement Area(s) After the Imposition of the Easement.....	\$ 110,000	115,000
Diminution or Change of Market Value of Easement Area	\$ 10,000	15,000
Diminution or Change of Market Value of the Remainder Property Outside the Easement Area due to the Imposition of the Easement.	\$ 0	0
Estimated Compensation for Easement is in a reasonable range:	\$10,000 to \$15,000	

The Wheaton Sanitary District is also acquiring three temporary easements for sewer construction purposes. Temporary easement (1) is rectangular shaped, and located at the northwest corner of the site adjacent to and west of the permanent easement. Temporary easement (2) is rectangular shaped, 20' wide, adjacent to and east of the permanent easement. Temporary easement (3) is irregular in shape and ranges in depth from 13.14' to 20' located along the southern property line. The total area of the easements is approximately 79,041 sq. ft. See attached plat for exact details. Improvements in the easement areas include grass, trees, landscaping rocks, a portion of the asphalt paved roadway, walking paths, stationary benches and a portion of the sand volleyball court. All improvements will be replaced to their pre-existing condition or replaced with like kind improvements.

	Range of Value	
Market Value of the Easement Area(s) Before the Imposition of the Easement.....	\$ 230,000	250,000
Market Value of the Easement Area(s) After the Imposition of the Easement.....	\$ 218,000	232,000
Diminution or Change of Market Value of Easement Area	\$ 12,000	18,000
Diminution or Change of Market Value of the Remainder Property Outside the Easement Area due to the Imposition of the Easement.	\$ 0	0
Estimated Compensation for Easement is in a reasonable range:	\$12,000 to \$18,000	

Conclusion:

The property rights to be acquired from this property are for the permanent and temporary easements identified above. Estimated compensation for the rights to be acquired is in a range from \$22,000 to \$33,000.

APPRAISER CERTIFICATION

I, David M. Rogers, certify to the best of my knowledge and belief:

That on February 28, August 20, 2015, I personally inspected the property herein appraised. I have also made a personal field inspection of the comparable sales relied upon in making said appraisal. The subject and comparable sales relied upon in making said appraisal were as represented by the photographs contained in said appraisal.

That the statements of fact contained in this report are true and correct and the reported analysis, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.

That my analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.

That I understand that such appraisal is to be used in connection with the acquisition of right of way for a utility line to be constructed by the Wheaton Sanitary District.

That to the best of my knowledge such appraisal has been made in conformity with the appropriate state laws, regulations and policies and procedures applicable to appraisal of right of way for such purposes; and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established laws of Illinois. I have not given consideration to, or included in my appraisal, any allowance for relocation assistance benefits.

That neither my employment nor my compensation for making this appraisal and report are in any way contingent upon the values reported herein.

That any decrease or increase in the fair market value of real property prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in determining the compensation for the property.

That I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, or a specific valuation.

That I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual(s), I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

That I have no direct or indirect present or prospective interest or benefit in such property or its acquisition, or bias with respect to the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved. My engagement in this assignment was not contingent upon developing or reporting predetermined results.

That I have performed no (or the specified) services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

That I have not revealed the findings and results of such appraisal to anyone other than the proper officials of the Wheaton Sanitary District, and I will not do so until so authorized by the district officials or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings.

Statements supplemental to this certification required by membership or candidacy in a professional appraisal organization, are described on an addendum to this certificate and, by reference, are made a part hereof.

That my opinion of the fair market range of value of the part taken and net damage to the remainder, if any, as of August 20, 2015, is \$22,000 - \$33,000 based upon my independent appraisal and the exercise of my professional judgment.

David M. Rogers  (Signature)

Additional Certification:

The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

As of the date of this report, I Neil K. Steffens, MAI, SRA have completed the continuing education program for Designated Members of the Appraisal Institute.



Neil K. Steffens, MAI, SRA

PLAT OF EASEMENT

LEGAL DESCRIPTION - PERMANENT EASEMENT

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 33 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF THORNHILL DRIVE, SAID POINT BEING 13.14 FEET NORTH OF THE SOUTHEAST CORNER THEREOF; THENCE NORTH 00 DEGREES 00 MINUTES 20 SECONDS EAST ALONG THE EAST LINE OF SAID THORNHILL DRIVE, 30.00 FEET; THENCE NORTH 02 DEGREES 13 MINUTES 00 SECONDS EAST, 300.85 FEET; THENCE NORTH 02 DEGREES 00 MINUTES 10 SECONDS WEST, 100.23 FEET TO A POINT ON THE SOUTH LINE OF GUNDERSON DRIVE; THENCE NORTH 88 DEGREES 55 MINUTES 28 SECONDS EAST, 188.18 FEET TO A POINT ON THE WEST LINE OF AN EXISTING SANITARY SEWER EASEMENT; THENCE SOUTH 88 DEGREES 55 MINUTES 28 SECONDS WEST ALONG THE WEST LINE OF SAID SANITARY SEWER EASEMENT, 30.25 FEET; THENCE SOUTH 88 DEGREES 13 MINUTES 28 SECONDS WEST, 181.91 FEET; THENCE SOUTH 88 DEGREES 13 MINUTES 00 SECONDS WEST, 319.20 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

LEGAL DESCRIPTION - TEMPORARY EASEMENT #1

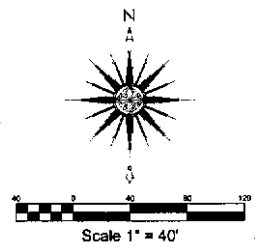
THAT PART OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 33 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 6 IN REED'S SUBDIVISION, UNIT NO. 2 (RECORDED AS DOCUMENT #1979-01004); THENCE NORTH 00 DEGREES 00 MINUTES 20 SECONDS EAST ALONG THE SOUTH LINE OF GUNDERSON DRIVE, 25.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 02 DEGREES 00 MINUTES 10 SECONDS EAST ALONG THE SOUTH LINE OF GUNDERSON DRIVE, 239.23 FEET; THENCE SOUTH 02 DEGREES 00 MINUTES 10 SECONDS EAST, 225.00 FEET; THENCE SOUTH 88 DEGREES 55 MINUTES 28 SECONDS WEST, 188.18 FEET; THENCE NORTH 88 DEGREES 25 MINUTES 38 SECONDS EAST, 225.21 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

WHEATON SANITARY DISTRICT UTILITY EASEMENT PROVISIONS

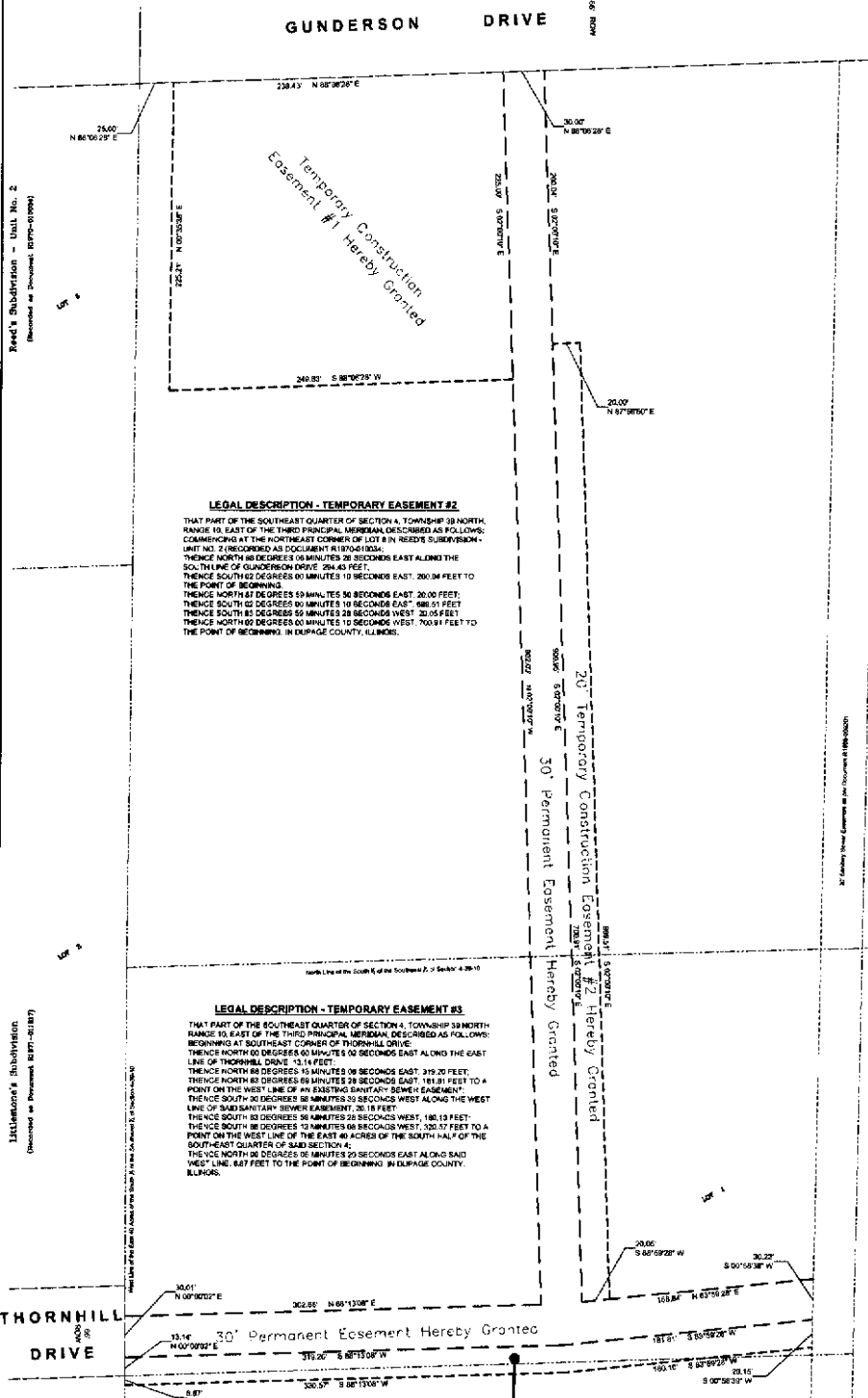
EASEMENT IS HEREBY RESERVED FOR AND USED BY WHEATON SANITARY DISTRICT (DISTRICT), A MUNICIPAL CORPORATION OF ILLINOIS, ITS SUCCESSORS AND ASSIGNS, FOR THE PURPOSE OF PROVIDING SANITARY SERVICES TO THE REGION. THE DISTRICT HAS THE RIGHT TO CONSTRUCT, INSTALL, MAINTAIN, INSPECT, OPERATE, REPLACE AND REMOVE SANITARY SEWER AND APPURTENANCES THERE TO, WITH THE RIGHT OF ACCESS TO THE EASEMENT FOR THE INSTALLATION, MAINTENANCE, INSPECTION, OPERATION, REPLACEMENT, REMOVAL AND REPAIR OF ADDITIONAL LINES IN, UPON AND ACROSS THE EASEMENT, NO TREES, BUILDINGS OR OBSTRUCTIONS SHALL BE PLACED WITHIN THE EASEMENT THAT WOULD INTERFERE WITH THE USE OF SAID EASEMENT BY THE DISTRICT. IF THE DISTRICT DEEMS ANY ITEMS TO BE OBSTRUCTIONS WITHIN THE EASEMENT, THE DISTRICT MAY, AT ANY TIME, REMOVE SAID OBSTRUCTIONS WITHOUT ANY OBLIGATION TO REPLACE SAID OBSTRUCTIONS.

WHEATON SANITARY DISTRICT TEMPORARY CONSTRUCTION EASEMENT PROVISIONS

A TEMPORARY CONSTRUCTION EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE WHEATON SANITARY DISTRICT AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS IN, ON UPON, ACROSS, OVER, UNDER AND THROUGH THE AREA SHOWN BY A HEAVY DASHED LINE AND LABELED TEMPORARY CONSTRUCTION EASEMENT HEREON DRAWN FOR THE PURPOSE OF CONSTRUCTION OF SAID SANITARY SEWER, FORCE MAIN, AND ALL OTHER APPURTENANCES OR FACILITIES. THE CONSTRUCTION EASEMENT SHALL TERMINATE UPON COMPLETION AND ACCEPTANCE OF THE PROPOSED CONSTRUCTION ACTIVITIES.



Reed's Subdivision - Unit No. 2
(Recorded as Document #1979-01004)



LEGAL DESCRIPTION - TEMPORARY EASEMENT #2

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 33 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 6 IN REED'S SUBDIVISION, UNIT NO. 2 (RECORDED AS DOCUMENT #1979-01004); THENCE NORTH 00 DEGREES 00 MINUTES 20 SECONDS EAST ALONG THE SOUTH LINE OF GUNDERSON DRIVE, 294.43 FEET; THENCE NORTH 02 DEGREES 00 MINUTES 10 SECONDS EAST, 200.04 FEET TO THE POINT OF BEGINNING; THENCE NORTH 02 DEGREES 00 MINUTES 10 SECONDS EAST, 30.00 FEET; THENCE SOUTH 02 DEGREES 00 MINUTES 10 SECONDS WEST, 300.00 FEET; THENCE SOUTH 88 DEGREES 55 MINUTES 28 SECONDS WEST, 700.91 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

LEGAL DESCRIPTION - TEMPORARY EASEMENT #3

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 33 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT SOUTHEAST CORNER OF THORNHILL DRIVE; THENCE NORTH 00 DEGREES 00 MINUTES 20 SECONDS EAST ALONG THE EAST LINE OF THORNHILL DRIVE, 13.14 FEET; THENCE NORTH 02 DEGREES 13 MINUTES 00 SECONDS EAST, 319.20 FEET; THENCE NORTH 88 DEGREES 55 MINUTES 28 SECONDS EAST, 181.91 FEET TO A POINT ON THE WEST LINE OF AN EXISTING SANITARY SEWER EASEMENT; THENCE SOUTH 88 DEGREES 55 MINUTES 28 SECONDS WEST, 188.18 FEET; THENCE SOUTH 88 DEGREES 13 MINUTES 28 SECONDS WEST, 181.91 FEET TO A POINT ON THE WEST LINE OF THE EAST 40 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE NORTH 88 DEGREES 00 MINUTES 20 SECONDS EAST ALONG SAID WEST LINE, 647 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

STATE OF ILLINOIS)
COUNTY OF DU PAGE)
I HEREBY CERTIFY THAT I HAVE PREPARED THE FOREGOING PLAT OF EASEMENT FOR THE PURPOSES OF GRANTING AN EASEMENT TO THE WHEATON SANITARY DISTRICT.
DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
DATE: February 25, 2015, BY: BAXTER & WOODMAN CONSULTING ENGINEERS.
MAY-CITY CLERK P.L.S. P.E.
PROFESSIONAL LAND SURVEYOR
ILLINOIS NO. 035-00505
MY PROFESSIONAL LICENSE RENEWAL DATE IS 11/30/2018



REVISION DATE	COMMENTS
02-25-2015	Initial Submittal
02-25-2015	Revised TCE #1 & Added TCE #2, #3

COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DU PAGE) S.S.
THIS INSTRUMENT NUMBER WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DU PAGE COUNTY, ILLINOIS ON DATED THIS DAY OF 20.
DU PAGE COUNTY RECORDER

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF) S.S.
THIS IS TO CERTIFY THAT THE OWNER OF THE LAND DESCRIBED IN THE ANNEXED PLAT HAS CAUSED THE SAME TO BE PLATTED, AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREIN INDICATED.
DATED THIS DAY OF 20.
OWNER, TITLE:
ATTEST, TITLE:

NOTARY CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF) S.S.
I, STATE AFFIDAVIT, DO HEREBY CERTIFY THAT I AM A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE OF ILLINOIS. I AM PERSONALLY KNOWN TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNERS APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THAT THEY SIGNED THE FOREGOING INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.
GIVEN UNDER MY HAND AND NOTARY SEAL THIS DAY OF 20.
NOTARY PUBLIC (SEAL)

WHEATON SANITARY DISTRICT CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DU PAGE) S.S.
THIS IS TO HEREBY CERTIFY THAT THE WHEATON SANITARY DISTRICT HAS DULY APPROVED THE FOREGOING INSTRUMENT.
DATED THIS DAY OF 20.
BY: EXECUTIVE DIRECTOR


PLAT OF EASEMENT

BAXTER & WOODMAN
Consulting Engineers

203 ROCK HILL ROAD • CHICAGO, ILLINOIS 60642
PHONE: 646-1330 • FAX: 646-1330

DRAWN BY: AEB
CHECKED BY: AEB
8-1-1 4-38-10 SCALE: 1" = 40' JOB NO. 081419.41
CLIENT: Wheaton Sanitary District

Village of Carol Stream
Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager
FROM: Rose Armstrong, Secretary 
DATE: December 1, 2015
RE: Carol Stream Chamber of Commerce
Raffle License Application

The Carol Stream Chamber of Commerce is sponsoring their annual Holiday Social in which a raffle drawing will be held on Thursday, December 10, 2015 at the Holiday Inn to raise funds to support the Chamber of Commerce and its activities promoting member businesses. Raffle tickets will cost \$10.00 each or 3 for \$25.00.

The 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 the upcoming Monday, December 7, 2015 Board meeting.

Thank you.

Attachment



CAROL STREAM
Chamber of Commerce

November 11, 2015

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

RE: Carol Stream Chamber of Commerce Raffle
December 10, 2015

Dear Trustees:

Enclosed please find a Raffle License application for the Carol Stream Chamber of Commerce for a Raffle drawing to be held on Thursday, December 10, 2015. This will be in conjunction with our annual Holiday Social. We would appreciate it if the Village would waive its license fee in connection with the raffle.

We intend to use the proceeds of this raffle to support the Chamber of Commerce and its activities promoting member businesses.

The Village has on file a copy of the Chamber's Articles of Incorporation. We have already filed our renewal raffle bond with the Village.

The Chamber's 2014 Holiday Social netted just over \$3,100 for the Chamber, which funds were used to support Chamber activities promoting local businesses. A \$2,800 in additional funds were donated by attendees to the Carol Stream Chamber of Commerce Foundation.

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

Very truly yours,

Mary Heitert, President

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on December 7, 2015**

AGENDA ITEM
6-1 12-7-15

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
AT & T					
POLICE MOBILE DATA LINK - 11/16-12/15	440.41	01652800-52230	TELEPHONE	630Z57651911 11/2015	
	<u>440.41</u>				
ABBOTT TREE CARE					
SNOW PLOWING EVNT#442 11/21	3,193.84	01670200-52266	SNOW REMOVAL	36789	
	<u>3,193.84</u>				
ACCESS ONE					
PHONE SERVICE - NOVEMBER	2,453.24	01590000-52230	TELEPHONE	1630630	
	<u>2,453.24</u>				
AJD CONCRETE CONSTRUCTION CORP					
SNOW PLOW EVNT# 442 11/21	6,476.53	01670200-52266	SNOW REMOVAL	2015-0217	
SNOW PLOW EVNT#442 11/21	532.90	01670200-52266	SNOW REMOVAL	2015-0216	
SNOW REMOVAL SIDEWALK EVT #443 11/22	482.00	01670200-52266	SNOW REMOVAL	2015-0214	
	<u>7,491.43</u>				
AMERICAN ROAD MAINTENANCE					
	5,827.04	11-21344	RETAINAGE AMERICAN ROAD MAIM15-056		20160012
2015 ASPHALT REJUV PROJ	6,660.15	11740000-55486	ROADWAY CAPITAL IMPROVEMEN15-056		20160012
	<u>12,487.19</u>				
ASSOCIATION OF POLICE SOCIAL WORKERS					
M THOMAS, E MOLLOY, K MCNAMARA	140.00	01662500-52234	DUES & SUBSCRIPTIONS	2016 ANNL DUES	
	<u>140.00</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on December 7, 2015**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
B & F CONSTRUCTION CODE SERVICES, INC					
BLDG INSP/REV 1189 N GARY AVE	1,369.37	01643700-52253	CONSULTANT	42895	
PLAN REVIEW FIRE ALRM 882 CAROL CT	559.25	01643700-52253	CONSULTANT	42836	
PLAN REVIEW SPRINKLERS 1251 COUNTY FRM	392.34	01643700-52253	CONSULTANT	42954	
PLAN REVIEW SPRINKLERS 285 E FULLERTON	392.34	01643700-52253	CONSULTANT	42953	
PLUMBING INSPECTIONS OCTOBER	1,405.60	01643700-52253	CONSULTANT	42868	
SPRINKLERS REVIEW 170 W NORTH AVE	392.34	01643700-52253	CONSULTANT	42919	
	4,511.24				
BRANCATO LANDSCAPING					
MEDIAN TREE PLANTING- PERMIT BOND	1,053.75	01670700-52268	TREE MAINTENANCE	2226	
MEDIAN TREE PLANTING- PERMIT BOND	3,161.25	01670700-52281	EAB REMOVAL/REPLACEMENT	2226	
SNOW PLOWING EVNT# 442 11/21	2,418.83	01670200-52266	SNOW REMOVAL	2227	
	6,633.83				
C S FIRE PROTECTION DISTRICT					
PERMITS OCTOBER 2015	680.00	01-24416	DEPOSIT-FIRE DISTRICT PERMIT	PERMIT OCT/2015	
	680.00				
CHRISTOPHER B BURKE ENGR LTD					
PROF SERV'S FRM 9/27 - 10/31 1 MERCEDES DR	358.00	01620600-52253	CONSULTANT	125866	
PROF SERV'S FRM 9/27 - 10/31 191 E NORTH AV	7,824.00	01620600-52253	CONSULTANT	125865	
	8,182.00				
CLARK BAIRD SMITH LLP					
LABOR COUNCIL - NOVEMBER	1,445.00	01570000-52238	LEGAL FEES	6612	
	1,445.00				
COMCAST CABLE					
CABLE TV - DECEMBER	4.21	01652800-52234	DUES & SUBSCRIPTIONS	0113254 11/19/15	
INTERNET SERVICE - DECEMBER	114.90	01652800-52234	DUES & SUBSCRIPTIONS	0010112 11/20/15	
	119.11				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on December 7, 2015**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
COMED					
SERV FOR NOVEMBER	16.57	01670300-53213	STREET LIGHT ELECTRICITY	6597112015 11/17/15	
SERV FOR NOVEMBER	25.68	01670300-53213	STREET LIGHT ELECTRICITY	1353117013 11/17/15	
SERV FOR NOVEMBER	31.05	01670600-53210	ELECTRICITY	5838596003 11/17/15	
SERV FOR NOVEMBER	45.25	04101500-53210	ELECTRICITY	2073133107 11/16/15	
SERV FOR NOVEMBER	57.31	01670300-53213	STREET LIGHT ELECTRICITY	2207156029 11/16/15	
SERV FOR NOVEMBER	76.43	01670300-53213	STREET LIGHT ELECTRICITY	0801065136 11/16/15	
SERV FOR NOVEMBER	80.68	01670600-53210	ELECTRICITY	6337409002 11/13/15	
SERV FOR NOVEMBER	106.96	01670600-53210	ELECTRICITY	4430145023 11/16/15	
SERV FOR NOVEMBER	112.45	01670300-53213	STREET LIGHT ELECTRICITY	6675448009 11/16/15	
SERV FOR NOVEMBER	131.50	01670300-53213	STREET LIGHT ELECTRICITY	0822115042 11/17/15	
SERV FOR NOVEMBER	193.42	01670300-53213	STREET LIGHT ELECTRICITY	0815164035 11/24/15	
SERV FOR OCTOBER	21.01	01670600-53210	ELECTRICITY	0803155026 11/16/15	
SERV FOR OCTOBER	21.01	01670600-53210	ELECTRICITY	1865134015 11/16/15	
SERV FOR OCTOBER	21.01	01670600-53210	ELECTRICITY	4483019016 11/16/15	
SERV FOR OCTOBER	33.97	04201600-53210	ELECTRICITY	2514004009 11/13/15	
SERV FOR OCTOBER	51.28	01670300-53213	STREET LIGHT ELECTRICITY	0030086009 11/16/15	
SERV FOR OCTOBER	58.23	01670300-53213	STREET LIGHT ELECTRICITY	3153036011 11/16/15	
SERV FOR OCTOBER	74.17	04101500-53210	ELECTRICITY	0291093117 11/17/15	
SERV FOR OCTOBER	306.48	01670300-53213	STREET LIGHT ELECTRICITY	6213120002 11/13/15	
SERV FOR OCTOBER	318.90	04101500-53210	ELECTRICITY	2496057000 11/13/15	
SERV FOR OCTOBER	881.01	04201600-53210	ELECTRICITY	0300009027 11/16/15	
SERV FOR OCTOBER	1,870.68	01670300-53213	STREET LIGHT ELECTRICITY	5853045025 11/18/15	
SERV FOR NOVEMBER	39.14	01662300-52298	ATLE SERVICE FEE	4202129060 11/17/15	
	4,574.19				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on December 7, 2015**

<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					
SERV FOR NOVEMBER	2,096.25	04201600-53210	ELECTRICITY	00290754770001	
SERV FRM 09/18 - 10/14 2015	1,867.73	04201600-53210	ELECTRICITY	00287704540001	
SERV FRM 10/07 -11/04	273.38	04101500-53210	ELECTRICITY	00288274020001	
SERV FRM 10/15-11/12	1,854.64	04201600-53210	ELECTRICITY	00290465800001	
	<u>6,092.00</u>				
CRYSTAL MGMT & MAINTENANCE SRV'S CORP					
CLEANING SERV'S DECEMBER	860.00	01670100-52276	JANITORIAL SERVICES	23329	
CLEANING SERV'S DECEMBER	1,385.00	01680000-52276	JANITORIAL SERVICES	23329	
	<u>2,245.00</u>				
DAVID G BAKER					
VLG BOARD MTG TELECAST SRV'S 11/16/15	110.00	01590000-52253	CONSULTANT	111615	
	<u>110.00</u>				
DPS EQUIPMENT SERVICES					
WRC-SCREW PUMP REHAB PROJECT	156,631.00	04101100-54480	CONSTRUCTION	15128C-FINAL	20160015
	<u>156,631.00</u>				
DULTMEIER SALES					
CREDIT -SNOW OPERATION	-62.60	01670200-52284	EQUIPMENT MAINTENANCE	3142844CR	
SNOW OPERATION	129.75	01670200-52284	EQUIPMENT MAINTENANCE	3140746	
	<u>67.15</u>				
DUPAGE CO CHIEFS OF POLICE ASSN					
MEMBERSHIP APPL DUES J JUNGERS	50.00	01660100-52234	DUES & SUBSCRIPTIONS	JOHN JUNGERS	
	<u>50.00</u>				
DUPAGE COUNTY CLERK					
COMM RNWL - CHERYL LEUZE	10.00	01662600-52234	DUES & SUBSCRIPTIONS	COMM RNWL LEUZE	
NOTARY COMM REGISTRATION	10.00	01662600-52234	DUES & SUBSCRIPTIONS	HILDA GUZMAN	
	<u>20.00</u>				

**Village of Carol Stream
Schedule of Bills
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
DUPAGE WATER COMMISSION					
OPER/MTC OCTOBER	471,531.55	04201600-52283	DUPAGE CTY WATER COMMISSION	11078	
	471,531.55				
ENGINEERING RESOURCE ASSOCIATES INC					
PROF SRV'S THRU OCT/2015 PILOT STN REVIEW	357.88	01620600-52253	CONSULTANT	150804.04	
	357.88				
FEECE OIL CO					
OIL	371.25	01696200-53354	PARTS PURCHASED	3392413	
OIL	1,078.49	01696200-53354	PARTS PURCHASED	3391664	
PARTS	500.20	01696200-53354	PARTS PURCHASED	1554706	
	1,949.94				
FLOOD BROTHERS DISPOSAL					
YARD/LEAF STICKERS	1,075.00	01-14120	YARD WASTE STICKERS	3411905	
YARD/LEAF STICKERS	1,150.00	01-14121	LEAF COLLECTION STICKERS	3411905	
	2,225.00				
GAS DEPOT					
DIESEL FUEL	9,736.75	01696200-53356	GAS PURCHASED	21901-1	
UNLEAD FUEL	13,264.64	01696200-53356	GAS PURCHASED	21967	
	23,001.39				
GLENN STEINHOFER					
SNOW PLOW EVNT# 442 11/21/15	6,164.40	01670200-52266	SNOW REMOVAL	SS150	
	6,164.40				

**Village of Carol Stream
Schedule of Bills
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
GOVTEMPSUSA LLC					
COM DEV TEMP SECR W/E 11/15	1,232.00	01640100-52253	CONSULTANT	1847962	
OFFICE MGR - W/E 11/15	1,384.40	01590000-52253	CONSULTANT	1847965	
OFFICE MGR ADM W/E 11/01	1,384.40	01590000-52253	CONSULTANT	1837169	
OFFICE MGR ADM W/E 11/08	1,384.40	01590000-52253	CONSULTANT	1837170	
OFFICE MGR W/E 11/22	1,384.40	01590000-52253	CONSULTANT	1847966	
PROPERTY INSP - W/E 11/22	432.60	01642100-52253	CONSULTANT	1847964	
TEMP SECR COM DEV W/E 11/08	1,078.00	01640100-52253	CONSULTANT	1837168	
TEMP SECR FRNT DESK W/E 11/1	1,232.00	01640100-52253	CONSULTANT	1837167	
	9,512.20				
H & H ELECTRIC COMPANY					
EMERG ST LIGHT POLE RPLMNT SHELBURNE DR	3,586.82	01670300-52271	STREET LIGHT MAINTENANCE	24418	
	3,586.82				
HD SUPPLY WATERWORKS					
LARGE METERS (2" AND LARGER)	8,250.00	04201400-53333	NEW METERS	E675699	20160026
	8,250.00				
HENDERSON TRUCK EQUIPMENT					
PURCH/INSTL FOUR SALT SPREADER	5,950.00	01670200-54412	OTHER EQUIPMENT	J8-01310	20160025
PURCH/INSTL FOUR SALT SPREADER	5,950.00	01670200-54412	OTHER EQUIPMENT	J8-01311	20160025
PURCH/INSTL FOUR SALT SPREADER	5,950.00	01670200-54412	OTHER EQUIPMENT	J8-01312	20160025
	17,850.00				
HOVING CLEAN SWEEP LLC					
FY16 STREET SWEEPING CONTRACT-6TH SWEEP	8,808.98	01670600-52272	PROPERTY MAINTENANCE	10622	20160008
	8,808.98				
IPELRA					
TRAINING- LABOR RELATIONS	55.00	01600000-52223	TRAINING	REGIS C REBHOLZ	
	55.00				

**Village of Carol Stream
Schedule of Bills
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
I R M A					
OCTOBER DEDUCTIBLE	5,177.27	01590000-52215	INSURANCE DEDUCTIBLES	14620	
OCTOBER OPTIONAL DEDUCTIBLE	25,563.35	01590000-52215	INSURANCE DEDUCTIBLES	14668	
	<u>30,740.62</u>				
ILLINOIS L E A P					
2016 MEMBERSHIP TINA JAGERS	40.00	01660100-52234	DUES & SUBSCRIPTIONS	2016 MEMB-T JAGERS	
	<u>40.00</u>				
ILLINOIS MUNICIPAL LEAGUE					
AD FOR CODE PROFESSIONAL II	35.00	01600000-52228	PERSONNEL HIRING	0027519-IN	
	<u>35.00</u>				
ILLINOIS POWER MARKETING					
300 BENNETT SRV 10/20 - 11/17	2,461.67	01670300-53213	STREET LIGHT ELECTRICITY	105438415111	
	<u>2,461.67</u>				
JOHN C BOSCO					
SNOW PLOW EVNT#442 11/21	456.70	01670200-52266	SNOW REMOVAL	15601	
	<u>456.70</u>				
JOHN L FIOTI					
LOCAL PROSECUTION - NOVEMBER	225.00	01570000-52238	LEGAL FEES	C S 83	
LOCAL PROSECUTION - NOVEMBER	225.00	01662300-52310	ATLE LEGAL ADJUDICATION	C S 83	
	<u>450.00</u>				
JOHN NERI CONSTRUCTION CO INC					
EMERGENCY REPAIR - GARY & LIES	2,050.09	01670600-52244	MAINTENANCE & REPAIR	15996	
	<u>2,050.09</u>				
K TECH SPECIALTY COATINGS INC					
BEET HEET LIQUID DEICER CONCENTRATE	6,394.00	01670200-53335	SALT	201510-K0115	
	<u>6,394.00</u>				

**Village of Carol Stream
Schedule of Bills
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
LAUREEN A ROSE LCSW					
MINDI THOMAS CLINICAL CONSULT	200.00	01662500-52223	TRAINING	11/20/15 CLINICAL	
	<u>200.00</u>				
METROPOLITAN INDUSTRIES INC					
REBUILD BRKN PUMP FOR CHARGER LIFT STN	8,213.00	04101500-52244	MAINTENANCE & REPAIR	303766	
	<u>8,213.00</u>				
MIDWEST METER INC					
ITRON TRANSMITTERS	3,621.50	04201400-53333	NEW METERS	0072824-IN	
	<u>3,621.50</u>				
MUNICIPAL CLERKS OF DUPAGE CO					
DECEMBER CLERK MTG- L CZARNECKI	29.00	01580000-52222	MEETINGS	DINNER MTG 12/2/15	
	<u>29.00</u>				
MUNICIPAL EMERGENCY SERVICES INC					
APR PROTECTIVE MASKS	16,985.00	01662700-53322	EMERGENCY EQUIPMENT	689217_SNV	
	<u>16,985.00</u>				
NICOR					
CHARGER CT SRV 10/08- 11/09	81.42	04101500-53230	NATURAL GAS	86606011178 11/2015	
TUBEWAY DR SRV 10/28 -11/25	25.34	04101500-53230	NATURAL GAS	14309470202 11/25/15	
	<u>106.76</u>				
NORTHWEST POLICE ACADEMY					
11/12/2015 HOFFMAN & JUNGERS SEMINAR	50.00	01660100-52223	TRAINING	PIOS IN CRISIS EVENT	
	<u>50.00</u>				
NOTARY PUBLIC ASSOCIATION OF IL					
NOTARY COMM RENEWAL	49.00	01660100-52234	DUES & SUBSCRIPTIONS	MICHAEL ZOCHERT	
NOTARY COMM RENEWAL	49.00	01662700-52234	DUES & SUBSCRIPTIONS	GLENN HARKER	
	<u>98.00</u>				

**Village of Carol Stream
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
QUICK TIRES INC					
SCRAP TIRE DISPOSAL	114.90	01696200-53317	OPERATING SUPPLIES	6279	
	<u>114.90</u>				
REFUNDS MISC					
ADM/PUBLIC SAFETY FEE PARTIAL	475.00	01000000-45321	TOWING FEE	CS15028015-CHAVEZ	
CHRG'D TWICE CREDIT CARD MACHINE ERROR	198.48	01000000-47407	MISCELLANEOUS REVENUE	PAID TWICE WTR	
OVRPD ON CITATION AND VS STICKER	49.00	01000000-42303	VEHICLE LICENSES	CIT #232698	
OVRPD ON CITATION AND VS STICKER	100.00	01000000-45402	ORDINANCE FORFEITS	CIT #232698	
PD TWICE ONLINE FOR CIT# 232225	100.00	01000000-45402	ORDINANCE FORFEITS	CIT#232225	
REFUND DUPL ONLINE PAYMENT 11/21/15	100.00	01000000-45402	ORDINANCE FORFEITS	TICKET #232651	
REFUND DUPLICATE PYMNT 11/17 & 11/20	20.00	01000000-45402	ORDINANCE FORFEITS	TICKET #231915	
RTN'D VS STICKER PD TWICE	40.00	01000000-42303	VEHICLE LICENSES	RFND VS STK 21634	
	<u>1,082.48</u>				

**Village of Carol Stream
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REFUNDS PRESERVATION BONDS					
DRIVEWAY & PATIO BOND REFUND	300.00	01-24302	ESCROW - GRADING	875 BURNING TRL	
DRIVEWAY & PUBLIC WALK BOND REFUND	300.00	01-24302	ESCROW - GRADING	1393 YORKSHIRE	
DRIVEWAY BOND REFUND	300.00	01-24302	ESCROW - GRADING	1034 EVERGREEN	
DRIVEWAY BOND REFUND	300.00	01-24302	ESCROW - GRADING	1185 WESTWARD	
DRIVEWAY BOND REFUND	300.00	01-24302	ESCROW - GRADING	699 WINDMERE LN	
DRIVEWAY BOND REFUND	300.00	01-24302	ESCROW - GRADING	712 HICKORY	
DRIVEWAY BOND REFUND	300.00	01-24302	ESCROW - GRADING	844 TAMARAC DR	
DRIVEWAY BOND REFUND	300.00	01-24302	ESCROW - GRADING	875 HORSESHOE	
DRIVEWAY BOND REFUND	300.00	01-24302	ESCROW - GRADING	876 HAMPTON DR	
DRIVEWAY BOND REFUND	300.00	01-24302	ESCROW - GRADING	948 OHIO CT	
PATIO & SHED BOND REFUND	200.00	01-24302	ESCROW - GRADING	721 MEDFORD	
PATIO BOND REFUND	200.00	01-24302	ESCROW - GRADING	242 THUNDERBIRD	
SIDEWALK BOND REFUND	200.00	01-24302	ESCROW - GRADING	1022-1026 BEDFORD	
SIDEWALK BOND REFUND	200.00	01-24302	ESCROW - GRADING	1027 BEDFORD DR	
SIDEWALK BOND REFUNDS	200.00	01-24302	ESCROW - GRADING	1033-1035 BEDFORD	
STOOP BOND REFUND	200.00	01-24302	ESCROW - GRADING	1344 ROSE	
STOOP BOND REFUND	200.00	01-24302	ESCROW - GRADING	854 NEW BRITTON	
STORM, GRADING & VARIANCE BOND REFUNDS	5,500.00	01-24302	ESCROW - GRADING	EASTON PK LOT 30	
	9,900.00				

**Village of Carol Stream
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REFUNDS W&S FINALS					
	8.57	04-12110	ACCOUNT RECEIV WATER & SEWER	9159	
	9.07	04-12110	ACCOUNT RECEIV WATER & SEWER	2311	
	11.10	04-12110	ACCOUNT RECEIV WATER & SEWER	0340	
	12.49	04-12110	ACCOUNT RECEIV WATER & SEWER	0419	
	15.08	04-12110	ACCOUNT RECEIV WATER & SEWER	9276	
	23.05	04-12110	ACCOUNT RECEIV WATER & SEWER	4332	
	31.63	04-12110	ACCOUNT RECEIV WATER & SEWER	1095	
	47.56	04-12110	ACCOUNT RECEIV WATER & SEWER	0720	
	55.00	04-12110	ACCOUNT RECEIV WATER & SEWER	0419	
	58.11	04-12110	ACCOUNT RECEIV WATER & SEWER	0327	
	65.80	04-12110	ACCOUNT RECEIV WATER & SEWER	7814	
	74.96	04-12110	ACCOUNT RECEIV WATER & SEWER	10187	
	90.32	04-12110	ACCOUNT RECEIV WATER & SEWER	6864	
	104.03	04-12110	ACCOUNT RECEIV WATER & SEWER	7626	
	34.96	04-12110	ACCOUNT RECEIV WATER & SEWER	8236	
	<u>641.73</u>				
SHAREFILE LLC					
EMAIL STORAGE SYSTM 10/2015-09/2016	1,152.00	01652800-52255	SOFTWARE MAINTENANCE	D07FF	
	<u>1,152.00</u>				
SIERRA SYSTEMS INC					
CONSULTANT SRV'S W/E 11/21/15	2,120.00	01652800-52253	CONSULTANT	1805883	
CONSULTANT SRV'S W/E 8/22/15	2,120.00	01652800-52253	CONSULTANT	1805575	
	<u>4,240.00</u>				
SIKICH LLP					
AUDIT FEES FY15	1,200.00	01520000-52237	AUDIT FEES	233788	
	<u>1,200.00</u>				

**Village of Carol Stream
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SIMPLEX GRINNELL					
SPRINKLER SRV AGR 10/2015-09/2016	660.00	01670400-52244	MAINTENANCE & REPAIR	78234569	
	<u>660.00</u>				
ST AUBIN NURSERY					
TREES FOR FALL PLANTING -MEDIAN, RESIDENT I	5,100.00	01670700-52268	TREE MAINTENANCE	12804	
TREES FOR FALL PLANTING -MEDIAN, RESIDENT I	20,400.00	01670700-52281	EAB REMOVAL/REPLACEMENT	12804	
	<u>25,500.00</u>				
STEVE PIPER & SONS INC					
ANNUAL TREE TRIMMING ZONE 2	2,178.80	01670700-52268	TREE MAINTENANCE	2966	20160024
ANNUAL TREE TRIMMING ZONE 2	3,136.55	01670700-52268	TREE MAINTENANCE	3053	20160024
ANNUAL TREE TRIMMING ZONE 2	3,789.00	01670700-52268	TREE MAINTENANCE	3057	20160024
ANNUAL TREE TRIMMING ZONE 2	4,208.65	01670700-52268	TREE MAINTENANCE	3058	20160024
ANNUAL TREE TRIMMING ZONE 2	5,238.20	01670700-52268	TREE MAINTENANCE	3040	20160024
	<u>18,551.20</u>				
SUPERIOR ROAD STRIPING					
PAVEMENT MARKING -VARIOUS LOCATIONS IN V	41,431.50	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	611515	
	<u>41,431.50</u>				
TRANSYSTEMS CORPORATION					
PH III CONST MGMT-KUHN RD LAFO 10/24-11/20	780.16	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	2882152-07	20160011
PROF SERV PH I & II ENGR FRM 10/10- 11/06	4,376.97	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	03-2877785	20160018
	<u>5,157.13</u>				
U S POSTMASTER					
REPLENISH POSTAGE MACHINE	10,000.00	01610100-52229	POSTAGE	POC 14021044	
VS SECOND NOTICE POSTAGE	957.39	01610100-52229	POSTAGE	INV 1529 SEPT/15	
POSTAGE 11/30/15 WTR BILLS	2,293.23	04103100-52229	POSTAGE	INV 1529 11/30/15	
POSTAGE 11/30/15 WTR BILLS	2,293.23	04203100-52229	POSTAGE	INV 1529 11/30/15	
	<u>15,543.85</u>				

**Village of Carol Stream
Schedule of Bills
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
VERIZON WIRELESS					
SERV FRM OCT 14 - NOV 13	18.00	01643700-52230	TELEPHONE	9755596705	
SERV FRM OCT 14 - NOV 13	18.00	01662500-52230	TELEPHONE	9755596705	
SERV FRM OCT 14 - NOV 13	36.00	01642100-52230	TELEPHONE	9755596705	
SERV FRM OCT 14 - NOV 13	38.01	01590000-52230	TELEPHONE	9755596705	
SERV FRM OCT 14 - NOV 13	59.80	01610100-52230	TELEPHONE	9755596705	
SERV FRM OCT 14 - NOV 13	59.80	01690100-52230	TELEPHONE	9755596705	
SERV FRM OCT 14 - NOV 13	77.80	01680000-52230	TELEPHONE	9755596705	
SERV FRM OCT 14 - NOV 13	95.80	04101500-52230	TELEPHONE	9755596705	
SERV FRM OCT 14 - NOV 13	97.81	01600000-52230	TELEPHONE	9755596705	
SERV FRM OCT 14 - NOV 13	113.80	04201600-52230	TELEPHONE	9755596705	
SERV FRM OCT 14 - NOV 13	121.82	01662300-52230	TELEPHONE	9755596705	
SERV FRM OCT 14 - NOV 13	135.82	04200100-52230	TELEPHONE	9755596705	
SERV FRM OCT 14 - NOV 13	164.99	01652800-52230	TELEPHONE	9755596705	
SERV FRM OCT 14 - NOV 13	181.38	01590000-52230	TELEPHONE	9755596705	
SERV FRM OCT 14 - NOV 13	299.00	01662400-52230	TELEPHONE	9755596705	
SERV FRM OCT 14 - NOV 13	335.00	01620100-52230	TELEPHONE	9755596705	
SERV FRM OCT 14 - NOV 13	358.80	01664700-52230	TELEPHONE	9755596705	
SERV FRM OCT 14 - NOV 13	421.72	01670100-52230	TELEPHONE	9755596705	
SERV FRM OCT 14 - NOV 13	460.30	01660100-52230	TELEPHONE	9755596705	
SERV FRM OCT 14 - NOV 13	1,635.85	01662700-52230	TELEPHONE	9755596705	
	4,729.50				
VILLAGE OF CAROL STREAM					
245 KUHN RD WTR 10/08 - 11/09	7.88	04101500-53220	WATER	01020169/20871	
245 KUHN WTR 10/09 -11/09	83.63	04101500-53220	WATER	01020170/20872	
FOUNTAIN END OF SEASON 10/09-11/09	477.43	01680000-53220	WATER	01020174/20876	
PWKS N GARAGE 10/09- 11/09	102.34	01670100-53220	WATER	01020172/20874	
PWLKS CTR 10/09-11/09	60.28	01670100-53220	WATER	01020173/20875	
TC VISITOR CTR 10/26-11/09	6.31	01680000-53220	WATER	01020176/20878	
	737.87				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on December 7, 2015**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
VISU SEWER OF ILLINOIS LLC					
THUNDERBIRD TRL LATERAL WORK	770.00	04101500-52244	MAINTENANCE & REPAIR	7096	
	<u>770.00</u>				
WHEATON BANK AND TRUST					
WHEATON BANK FEES - OCTOBER	235.68	04103100-52256	BANKING SERVICES	7509063 11/17/15	
WHEATON BANK FEES - OCTOBER	235.68	04203100-52256	BANKING SERVICES	7509063 11/17/15	
WHEATON BANK FEES - OCTOBER	744.76	01610100-52256	BANKING SERVICES	7509063 11/17/15	
	<u>1,216.12</u>				
WILLIAMS ASSOCIATES ARCHITECTS, LTD					
PROF SERV'S THRU OCT/15	1,889.73	01680000-55487	FACILITY CAPITAL IMPROVEMENT	0016748	
	<u>1,889.73</u>				
WM HORN STRUCTURAL STEEL CO					
STRUCTURAL STEEL	95.00	01696200-53354	PARTS PURCHASED	94855E	
	<u>95.00</u>				
GRAND TOTAL	<u><u>\$977,404.14</u></u>				

The preceding list of bills payable totaling \$977,404.14 was reviewed and approved for payment.

Approved by:



Joseph Breinig – Village Manager

Date: 12/4/15

Authorized by:

Frank Saverino Sr - Mayor

Laura Czarniecki- Village Clerk

ADDENDUM WARRANTS
November 17, 2015 thru December 7, 2015

Fund	Check #	Vendor	Description	Amount
General	A C H	Wheaton Bank & Trust	Payroll Nov 9, 2015 thru Nov 22, 2015	49,059.05
Water & Sewer	A C H	Wheaton Bank & Trust	Payroll Nov 9, 2015 thru Nov 22, 2015	<u>37,962.70</u>
				<u><u>87,021.75</u></u>

Approved this _____ day of _____, 2015

By: _____
Frank Saverino Sr - Mayor

Laura Czarnecki - Village Clerk



Village of Carol Stream

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

PUBLIC NOTICE is hereby given that the regularly scheduled meetings of the President and Board of Trustees and Commissions/Committees of the Village of Carol Stream are as follows for the calendar year, 2016.

VILLAGE BOARD MEETINGS

(1ST & 3RD Mondays each month)
7:30 PM

January 4, 2016
January 19, 2016
February 1, 2016
February 16, 2016
March 7, 2016
March 21, 2016
April 4, 2016
April 18, 2016

May 2, 2016
May 16, 2016
June 6, 2016
June 20, 2016
July 5, 2016
July 18, 2016
August 1, 2016
August 15, 2016

September 6, 2016
September 19, 2016
October 3, 2016
October 17, 2016
November 7, 2016
November 21, 2016
December 5, 2016
December 19, 2016

PLAN COMMISSION/ZONING BOARD OF APPEALS

(2ND & 4TH Mondays each month)
7:00 PM

January 11, 2016
January 25, 2016
February 8, 2016
February 22, 2016
March 14, 2016
March 28, 2016
April 11, 2016
April 25, 2016

May 9, 2016
May 23, 2016
June 13, 2016
June 27, 2016
July 11, 2016
July 25, 2016
August 8, 2016
August 22, 2016

September 12, 2016
September 26, 2016
October 10, 2016
October 24, 2016
November 14, 2016
November 28, 2016
December 12, 2016

FIRE/POLICE COMMISSION

(2ND Tuesday each month)
5:00 PM

January 12, 2016
February 9, 2016
March 8, 2016
April 12, 2016

May 10, 2016
June 14, 2016
July 12, 2016
August 9, 2016

September 13, 2016
October 11, 2016
November 8, 2016
December 13, 2016

POLICE PENSION BOARD

The Pension Board holds quarterly meetings.

LIQUOR COMMISSION

There are no regularly scheduled meetings.
The Commission meets only as cases arise.

I, Laura Czarnecki, Village Clerk for the Village of Carol Stream, DuPage County, Illinois do certify that the above schedule was posted on the Public Information Bulletin Board at the Municipal Building, 500 N. Gary Avenue, Carol Stream, Illinois on the 8th day of December, 2015.



Laura Czarnecki
Village Clerk

Village of Carol Stream
General Fund Budget Summary
 For the Month Ended October 31, 2015

AGENDA ITEM
M-4 12-7-15

MONTH

YTD

BUDGET

REVENUES

	MONTH		Monthly Variance		YTD		YTD Variance		Annual Budget		YTD Budget		YTD Actual		Variance	
	Last Year Oct	Current Year Oct	\$	%	Last Year YTD	Current Year YTD	\$	%	Budget	Budget	Actual	\$	%			
Sales Tax	\$ 543,923	\$ 593,577	49,654	9%	\$ 3,138,122	\$ 3,477,250	339,127	11%	\$ 6,710,000	\$ 3,289,616	\$ 3,477,250	187,633	6%			
Home Rule Sales Tax	328,617	339,272	10,655	3%	1,910,803	1,995,453	84,650	4%	3,960,000	1,941,413	1,995,453	54,040	3%			
State Income Tax	376,611	405,181	28,569	8%	1,997,291	2,302,325	305,034	15%	3,881,000	2,023,807	2,302,325	278,519	14%			
Utility Tax - Electricity	162,528	168,536	6,008	4%	942,904	956,297	13,393	1%	1,850,000	957,139	956,297	(842)	0%			
Telecommunications Tax	101,079	106,448	5,369	5%	641,969	627,829	(14,140)	-2%	1,210,000	626,172	627,829	1,657	0%			
Fines (Court, Ord., ATLE, Towing)	152,596	118,772	(33,824)	-22%	799,217	836,925	37,708	5%	1,625,000	819,600	836,925	17,325	2%			
Natural Gas Use Tax	14,263	15,360	1,097	8%	157,171	144,480	(12,691)	-8%	570,000	142,734	144,480	1,745	1%			
Other Taxes (Use, Hotel, PPRT Real Estate, Road & Bridge)	144,661	97,401	(47,260)	-33%	1,219,587	1,274,255	54,669	4%	2,298,500	1,329,790	1,274,255	(55,535)	-4%			
Licenses (Vehicle, Liquor, etc.)	17,829	13,371	(4,458)	-25%	438,391	403,082	(35,309)	-8%	601,500	425,670	403,082	(22,588)	-5%			
Cable Franchise Fees	147,068	155,381	8,313	6%	299,499	417,865	118,366	40%	650,000	325,000	417,865	92,865	29%			
Building Permits	38,471	72,606	34,135	89%	315,149	381,997	66,848	21%	522,500	310,000	381,997	71,997	23%			
Fees for Services	65,815	69,686	3,871	6%	345,714	389,303	43,589	13%	609,500	351,550	389,303	37,753	11%			
Interest Income	3,983	506	(3,477)	-87%	18,183	2,682	(15,501)	-85%	5,000	2,500	2,682	182	7%			
All Other / Miscellaneous	42,660	64,419	21,759	51%	314,996	369,616	54,620	17%	1,189,000	601,000	369,616	(231,384)	-38%			
Revenue Totals	2,140,106	2,220,516	80,410	4%	12,538,997	13,579,360	1,040,363	8%	25,682,000	13,145,991	13,579,360	433,370	3%			

EXPENDITURES

Fire & Police Commission	1,980	1,276	(704)	-36%	9,635	10,811	1,176	12%	28,011	14,004	10,811	(3,193)	-23%
Legislative Board	7,276	6,657	(620)	-9%	97,662	50,784	(46,878)	-48%	141,878	83,358	50,784	(32,574)	-39%
Plan Commission & ZBA	140	451	311	223%	2,228	2,673	445	20%	5,243	2,622	2,673	51	2%
Legal Services	34,577	20,234	(14,343)	-41%	145,565	139,733	(5,832)	-4%	320,000	160,002	139,733	(20,269)	-13%
Village Clerk	4,890	3,531	(1,359)	-28%	19,468	16,716	(2,752)	-14%	38,874	20,479	16,716	(3,763)	-18%
Administration	73,963	97,150	23,188	31%	485,510	488,912	3,402	1%	921,723	453,004	488,912	35,908	8%
Employee Relations	25,480	23,939	(1,540)	-6%	128,371	130,836	2,464	2%	310,225	163,986	130,836	(33,151)	-20%
Financial Management	100,528	79,509	(21,019)	-21%	487,640	429,108	(58,532)	-12%	872,540	482,559	429,108	(53,451)	-11%
Engineering Services	114,360	108,900	(5,460)	-5%	565,269	560,616	(4,652)	-1%	1,198,002	630,371	560,616	(69,754)	-11%
Community Development	89,238	79,268	(9,970)	-11%	467,437	446,244	(21,194)	-5%	1,111,988	585,011	446,244	(138,767)	-24%
Information Services	37,648	85,767	48,119	128%	260,368	290,834	30,466	12%	972,291	497,655	290,834	(206,821)	-42%
Police	1,371,626	1,393,992	22,366	2%	7,013,296	7,072,376	59,080	1%	13,763,102	7,323,719	7,072,376	(251,343)	-3%
Public Works	411,710	252,882	(158,828)	-39%	1,818,987	1,539,328	(279,659)	-15%	3,825,460	1,891,271	1,539,328	(351,943)	-19%
Municipal Building	47,460	33,812	(13,648)	-29%	224,540	185,889	(38,651)	-17%	754,728	198,163	185,889	(12,274)	-6%
Municipal Garage	12,799	15,392	2,593	20%	53,255	17,928	(35,327)	-66%	-	-	17,928	17,928	100%
Transfers and Agreements	19,431	29,233	9,801	50%	188,627	199,208	10,581	6%	1,375,000	346,666	199,208	(147,458)	-43%
Town Center	300	430	130	43%	45,508	40,386	(5,122)	-11%	42,935	42,935	40,386	(2,549)	-6%
Expenditure Totals	2,353,407	2,232,424	(120,983)	-5%	12,013,366	11,622,380	(390,985)	-3%	25,682,000	12,895,804	11,622,380	(1,273,424)	-10%
Net Increase / (Decrease)	(213,301)	(11,908)	201,393		525,632	1,956,980	1,431,348		-	250,186	1,956,980	1,706,794	

Village of Carol Stream
Water and Sewer Fund Budget Summary
For the Month Ended October 31, 2015

	MONTH				YTD				BUDGET				
	Last Year Oct	Current Year Oct	Monthly Variance		Last Year YTD	Current Year YTD	YTD Variance		Annual Budget	YTD Budget	YTD Actual	Variance	
			\$	%			\$	%				\$	%
REVENUES													
Water Billings	\$ 497,627	\$ 658,670	161,043	32%	\$ 3,323,804	\$ 3,825,197	501,393	15%	\$ 6,750,000	\$ 3,519,265	\$ 3,825,197	305,933	9%
Sewer Billings	175,285	245,744	70,459	40%	1,186,481	1,452,518	266,037	22%	2,550,000	1,398,110	1,452,518	54,407	4%
Penalties/Admin Fees	16,680	16,228	(452)	-3%	84,403	91,386	6,983	8%	164,000	82,000	91,386	9,386	11%
Connection/Expansion Fees	-	1,850	1,850	100%	113,608	59,487	(54,122)	-48%	93,000	46,500	59,487	12,987	28%
Interest Income	4,990	474	(4,516)	-91%	27,056	2,556	(24,501)	-91%	14,000	7,000	2,556	(4,444)	-63%
Rental Income	12,413	8,116	(4,298)	-35%	113,919	91,111	(22,808)	-20%	100,000	50,000	91,111	41,111	82%
All Other / Miscellaneous	2,325	2,245	(80)	-3%	93,393	88,934	(4,459)	-5%	92,000	16,000	88,934	72,934	456%
Revenue Totals	709,321	933,326	224,006	32%	4,942,663	5,611,188	668,524	14%	9,763,000	5,118,875	5,611,188	492,313	10%
EXPENDITURES													
Salaries & Benefits	144,308	154,476	10,168	7%	614,855	679,425	64,571	11%	1,318,433	709,925	679,425	(30,500)	-4%
Purchase of Water	466,482	545,169	78,687	17%	2,560,407	2,918,525	358,117	14%	5,655,000	2,797,363	2,918,525	121,162	4%
WRC Operating Contract	283,880	165,898	(117,981)	-42%	944,008	984,717	40,708	4%	1,765,013	882,507	984,717	102,210	12%
Maintenance & Operating	86,884	165,308	78,424	90%	534,658	987,377	452,719	85%	1,645,616	822,808	987,377	164,569	20%
IEPA Loan P&I	-	-	-	0%	214,325	214,325	-	0%	428,650	214,325	214,325	0	0%
DWC Loan P&I	-	-	-	0%	60,814	59,833	(981)	-2%	59,834	59,834	59,833	(1)	0%
Capital Outlay	158,876	302,605	143,729	90%	722,479	752,730	30,252	4%	3,729,000	3,000,000	752,730	(2,247,270)	-75%
Expenditure Totals	1,140,429	1,333,456	193,027	17%	5,651,547	6,596,933	945,386	17%	14,601,546	8,486,762	6,596,933	(1,889,829)	-22%
Net Increase / (Decrease)	(431,108)	(400,129)	30,979		(708,883)	(985,745)	(276,862)		(4,838,546)	(3,367,887)	(985,745)	2,382,142	

Village of Carol Stream
Capital Budget Summary
For the Month Ended October 31, 2015

	MONTH				YTD				BUDGET*		
	Last Year	Current Year	Monthly Variance		Last Year	Current Year	YTD Variance		Annual	YTD	% of
	Oct	Oct	\$	%	YTD	YTD	\$	%	Budget	Actual	Total
CAPITAL PROJECTS FUND											
REVENUES											
Capital Grants	\$ 6,245	\$ 4,122	(2,123)	-34%	\$ 27,103	\$ 10,023	(17,079)	-63%	\$ 730,000	\$ 10,023	1%
Interest Income	26,373	758	(25,615)	-97%	56,158	4,301	(51,857)	-92%	15,000	4,301	29%
All Other / Miscellaneous	1,447	-	(1,447)	-100%	53,342	20,413	(32,929)	-62%	346,000	20,413	0%
Revenue Totals	34,065	4,879	(29,186)	-86%	136,603	34,737	(101,865)	-75%	1,091,000	34,737	3%
EXPENDITURES											
Roadway Improvements	325,274	176,787	(148,487)	-46%	3,378,169	3,417,457	39,288	1%	4,650,000	3,417,457	73%
Facility Improvements	-	-	-	0%	-	-	-	0%	90,000	-	0%
Stormwater Improvements	-	-	-	0%	-	10,435	10,435	100%	507,000	10,435	2%
Miscellaneous	-	1,745	1,745	100%	-	7,693	7,693	100%	5,000	7,693	0%
Expenditure Totals	325,274	178,532	(146,742)	-45%	3,378,169	3,435,585	57,415	2%	5,252,000	3,435,585	65%
Net Increase / (Decrease)	(291,209)	(173,653)	117,556	-40%	(3,241,567)	(3,400,847)	(159,281)	5%	(4,161,000)	(3,400,847)	82%

MFT FUND

REVENUES											
Motor Fuel Tax Allotments	\$ 79,990	\$ -	(79,990)	-100%	\$ 832,598	\$ 235,365	(597,233)	-72%	\$ 966,000	\$ 235,365	24%
Interest Income	188	134	(53)	-28%	986	729	(258)	-26%	500	729	146%
Revenue Totals	80,178	134	(80,043)	-100%	833,585	236,094	(597,491)	-72%	966,500	\$ 236,094	24%
EXPENDITURES											
Street Resurfacing - Capital	-	-	-	0%	-	-	-	0%	-	-	0%
Crack Filling	-	-	-	0%	47,321	-	(47,321)	-100%	135,000	-	0%
Expenditure Totals	-	-	-	0%	47,321	-	(47,321)	100%	135,000	-	0%
Net Increase / (Decrease)	80,178	134	(80,043)	-100%	786,263	236,094	(550,170)	-70%	831,500	236,094	28%

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

Note: Beginning in August 2015, the State of Illinois suspended distribution of Motor Fuel Tax payments to municipalities due to the lack of a State budget. It is uncertain at present whether these shared revenues will be released or restored.

Village of Carol Stream
TIF Funds Budget Summary
 For the Month Ended October 31, 2015

	MONTH				YTD				BUDGET				
	Last Year	Current Year	Monthly Variance		Last Year	Current Year	YTD Variance		Annual	YTD	YTD	Variance	
	Oct	Oct	\$	%	YTD	YTD	\$	%	Budget	Budget	Actual	\$	%
GENEVA CROSSING TIF													
REVENUES													
TIF Property Taxes	\$ (30,368)	\$ -	30,368	-100%	\$ 414,985	\$ 418,531	\$ 3,546	1%	\$ 475,000	\$ 475,000	\$ 418,531	(56,469)	-12%
Interest Income	19	11	(8)	-40%	106	60	(46)	-44%	200	100	60	(40)	-40%
Village Contribution	19,431	-	(19,431)	-100%	64,536	18,743	(45,793)	-71%	55,000	36,666	18,743	(17,923)	-49%
Revenue Totals	(10,918)	11	10,929	-100%	479,627	437,333	(42,294)	-9%	530,200	511,766	437,333	(74,433)	-15%
EXPENDITURES													
Principal Retirement	-	-	-	0%	-	-	-	0%	265,000	-	-	-	0%
Interest Expense	-	-	-	0%	58,480	27,240	(31,240)	-53%	54,480	27,240	27,240	-	0%
Paying Agent Fees	103	-	(103)	-100%	3,103	3,000	(103)	-3%	3,500	1,500	3,000	1,500	100%
Expenditure Totals	103	-	(103)	-100%	61,583	30,240	(31,343)	-51%	322,980	28,740	30,240	1,500	5%
Net Increase / (Decrease)	(11,021)	11	11,032	-100%	418,044	407,093	(10,951)	-3%	207,220	483,026	407,093	(75,933)	-16%

NORTH/SCHMALE TIF													
REVENUES													
TIF Property Taxes	\$ 0	\$ -	\$ (0)	-100%	\$ 14,757	\$ 14,477	\$ (280)	-2%	\$ 14,000	\$ 14,000	\$ 14,477	\$ 477	3%
Sales Taxes	-	29,233	29,233	100%	-	59,472	59,472	100%	120,000	80,000	59,472	(20,528)	-26%
Interest Income	0	3	3	1595%	1	12	11	1056%	-	-	12	12	100%
Village Contribution	-	-	-	0%	-	-	-	0%	-	-	-	-	0%
Revenue Totals	0	29,236	29,236	10441318%	14,758	73,961	59,203	100%	134,000	94,000	73,961	(20,039)	-21%
EXPENDITURES													
Legal Fees	1,210	-	(1,210)	-100%	1,327	328	(999)	-75%	4,000	1,998	328	(1,670)	-84%
Consulting Fees	-	-	-	0%	438	-	(438)	-100%	2,000	1,000	-	(1,000)	-100%
Other Expenses	-	-	-	0%	-	52,841	52,841	100%	151,000	50,000	52,841	2,841	6%
Expenditure Totals	1,210	-	(1,210)	-100%	1,764	53,169	51,405	2914%	157,000	52,998	53,169	171	0%
Net Increase / (Decrease)	(1,209)	29,236	30,445		12,994	20,792	7,798		(23,000)	41,002	20,792	(20,210)	

Village of Carol Stream
Police Pension Fund Budget Summary
 For the Month Ended October 31, 2015

POLICE PENSION FUND	MONTH				YTD				BUDGET					
	Last Year	Current Year	Monthly Variance		Last Year	Current Year	YTD Variance		Annual	YTD	YTD	Variance		
	Oct	Oct	\$	%	YTD	YTD	\$	%	Budget	Budget	Actual	\$	%	
REVENUES														
Investment Income	\$ (612,076)	\$ (390,260)	221,816	-36%	\$ 805,730	\$ (1,712,549)	(2,518,279)	-313%	\$ 3,300,100	\$ 1,650,050	\$(1,712,549)	(3,362,599)	-204%	
Employee Contributions	63,596	63,013	(583)	-1%	289,705	296,393	6,688	2%	570,000	306,923	296,393	(10,530)	-3%	
Village Contribution	137,653	142,162	4,510	3%	825,915	852,972	27,057	3%	1,705,946	852,972	852,972	-	0%	
Other Revenues	28,548	-	(28,548)	-100%	28,548	33,582	5,033	18%	-	-	33,582	33,582	100%	
Revenue Totals	(382,280)	(185,085)	197,194	-52%	1,949,898	(529,603)	(2,479,501)	-127%	5,576,046	2,809,945	(529,603)	(3,339,548)	-119%	
EXPENDITURES														
Investment and Admin Fees	124,143	21,093	(103,050)	-83%	222,163	60,397	(161,766)	-73%	150,000	75,000	60,397	(14,603)	-19%	
Participant Benefit Payments	159,078	177,278	18,201	11%	929,723	1,041,463	111,740	12%	2,235,500	1,031,575	1,041,463	9,888	1%	
Expenditure Totals	283,221	198,371	(84,849)	-30%	1,151,887	1,101,861	(50,026)	-4%	2,385,500	1,106,575	1,101,861	(4,714)	0%	
Net Increase / (Decrease)	(665,500)	(383,456)	282,044		798,011	(1,631,463)	(2,429,475)		3,190,546	1,703,370	(1,631,463)	(3,334,834)		

Village of Carol Stream
Schedule of Cash and Investment Balances
 October 31, 2015

FUND	CASH	INVESTMENTS	TOTAL CASH & INVESTMENTS	LAST YEAR 10/31/2014
GENERAL FUND	\$ 817,222.90	\$ 13,272,471.35	\$ 14,089,694.25	\$ 14,252,217.83
WATER & SEWER FUND	211,536.99	12,393,767.54	12,605,304.53	14,286,244.40
CAPITAL PROJECTS FUND	-	19,874,757.02	19,874,757.02	20,852,908.14
MFT FUND	-	3,513,815.26	3,513,815.26	2,929,823.03
GENEVA CROSSING TIF FUND	-	1,476,880.41	1,476,880.41	2,378,923.38
NORTH/SCHMALE TIF FUND	-	114,715.76	114,715.76	16,675.00
POLICE PENSION FUND	<u>528,218.78</u>	<u>39,343,172.29</u>	<u>39,871,391.07</u>	<u>39,547,997.55</u>
TOTAL	<u>\$ 1,556,978.67</u>	<u>\$ 89,989,579.63</u>	<u>\$ 91,546,558.30</u>	<u>\$ 94,264,789.33</u>