

Village of Carol Stream

BOARD MEETING

AGENDA

MARCH 18, 2013

8:00 P.M.

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

A. ROLL CALL AND PLEDGE OF ALLEGIANCE:

B. MINUTES:

1. Approval of the Minutes of the March 4, 2013 Village Board Meeting.
2. Approval of the Minutes of the March 4, 2013 Special Meeting of the Village Board.
3. Approve, but not release, Minutes of the Executive Session of the March 4, 2013 Village Board Meeting.

C. AUDIENCE PARTICIPATION & PUBLIC HEARINGS:

1. Resolution No. 2645, Honoring the 3rd Place State 3A Glenbard North Panthers Varsity Wrestling Team.
2. Resolution No. 2646, Honoring the State 3A Poms Champion Glenbard North Pantherettes.
3. Proclamation in Support of 2013 Earth Hour on Saturday, March 23, 2013.

D. 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.

E. BOARD AND COMMISSION REPORTS:

F. OLD BUSINESS:

G. STAFF REPORTS & RECOMMENDATIONS:

1. Fourth of July Parade Donation.
Payment of resident donations to the 4th of July Parade Committee.

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2. Motion awarding a contract to Beary Landscaping, Inc. for Spring 2013 Tree Planting Services in the amount of \$57,000.00.
Public Works conducted a bid for the planting services for 600 trees in Spring 2013. The contract also includes options for planting in Fall 2013 and Spring and Fall 2014 at the Village's sole discretion.
3. Motion directing staff to submit the State of Illinois Joint Purchasing requisition with the option to take between eighty percent (80%) and one hundred twenty percent (120%) of the requisition amount of \$1,400 tons of rock salt.
The Village historically secures purchase and delivery of rock salt through the State of Illinois Joint Purchasing Program. In order to participate in the program municipalities are required to submit their request by March 29.
4. Vehicle Purchases for Police Department.
Recommendation for the purchase of one 2013 Dodge Ram pick-up truck from Thomas Dodge under state bid at a cost of \$23,607. Recommendation to waive competitive bidding and purchase one 2013 Ford Explorer from Joe Cotton Ford at a cost of \$25,241. Both vehicles will be purchased using funds forfeited as a result of drug arrests.
5. Motion to approve Amendment Number One to the Out-of-Scope Services for Repair and Rehabilitation of the #2 Primary Screw Pump and Headworks Improvement Project Agreement dated November 14, 2012, in the estimated amount of \$54,500
A secondary screw pump at the WRC failed several months ago and staff has worked with consultants to determine the best method for addressing the failure. Staff is recommending an amendment to the current agreement with CH2MHill/OMI that covers similar work under an out-of-scope services agreement.
6. Village Prosecutor.
Recommendation to appoint Moore-DiGiovanni, LLC Village Prosecutor.

H. ORDINANCES:

1. Ordinance No. _____, Adopting Rules and Regulations of the Board of Fire and Police Commissioners.
Amendments to the Board of Fire & Police Commissioners Rules & Regulations

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I. RESOLUTIONS:

1. Resolution No. _____, Amending Resolution No. 2161 Creating a Local Youth Council and Appointing New Members to the Local Youth Council.
This Resolution appoints two new Youth Council members and amends the original resolution increasing the allowable number of members from 10 to 15 members.
2. Resolution No. _____, Declaring Surplus Property Owned by the Village of Carol Stream.
The Police Department requests that the Village Board declare equipment for Ford Crown Victoria squad cars surplus so that they may be scrapped, sold or destroyed and ten vehicles be declared surplus to be sold at auction. The Public Works Department is requesting that a Bil-Jax Stage and trailer be declared surplus to be donated to the Carol Stream Park District and a pickup truck to be sold at auction.
3. Resolution No. _____, Authorizing Execution of the Illinois Public Works Mutual and Network Agreement (IPWMAN).
A County-wide public works emergency aid network has been in place for nearly ten years and Carol Stream has benefited from participation. A state-wide public works mutual aid organization has been established and staff is recommending Carol Stream enter into an agreement to become a member.

J. NEW BUSINESS:

1. Raffle License Application – Carol Stream Rotary Club.
Request for raffle license approval and fee waiver for their Chili Open being held on Friday, May 10, 2013.

K. PAYMENT OF BILLS:

1. Regular Bills: March 5, 2013 through March 18, 2013.
2. Addendum Warrants: March 5, 2013 through March 18, 2013.

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L. REPORT OF OFFICERS:

1. Mayor:
2. Trustees:
3. Clerk:
4. Treasurer's Report: Revenue/Expenditure Statement and Balance Sheet, Month End February 28, 2013.

M. EXECUTIVE SESSION:

1. Probable or Imminent Litigation.

N. ADJOURNMENT:

LAST ORDINANCE:	2013-03-06	LAST RESOLUTION:	2644
NEXT ORDINANCE:	2013-03-07	NEXT RESOLUTION:	2645

AGENDA ITEM

B-1 3-18-13

3-4-2013 VB

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

March 4, 2013

Mayor Frank Saverino, Sr. called the Regular Meeting of the Board of Trustees to order at 8:00 p.m. and directed Village Clerk Beth Melody to call the roll.

Present: Mayor Frank Saverino, Sr. and Trustees Mary Frusolone, Tony Manzzullo, Don Weiss, Greg Schwarze and Matt McCarthy

Absent: Trustee Pam Fenner

Also Present: Village Manager Joe Breinig, Assistant Village Manager Bob Mellor, Village Attorney Jim Rhodes & Village Clerk Beth Melody

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

MINUTES:

Trustee Schwarze moved and Trustee McCarthy made the second to approve the Minutes of the February 19, 2013 Village Board Meeting. The results of the roll call vote were as follows:

Ayes: 5 Trustees Frusolone, Manzzullo, Weiss, Schwarze and McCarthy

Nays: 0

Absent: 1 Trustee Fenner

Trustee Manzzullo moved and Trustee Frusolone made the second to approve the Minutes of the February 19, 2013 Special Meeting of the Village Board. The results of the roll call vote were as follows:

Ayes: 4 Trustees Frusolone, Manzzullo, Schwarze and McCarthy

Nays: 0

Abstain: 1 Trustees Weiss

Absent: 1 Trustee Fenner

Trustee McCarthy moved and Trustee Frusolone made the second to approve but not release the Minutes of the February 19, 2013 Village Board Executive Session Meeting. The results of the roll call vote were as follows:

Ayes: 5 Trustees Frusolone, Manzzullo, Weiss, Schwarze and McCarthy

Nays: 0
Absent: 1 *Trustee Fenner*

AUDIENCE PARTICIPATION & PUBLIC HEARINGS

Proclamation Designating March 18-22 as Flood Awareness Week:

Trustee Frusolone read a proclamation designating March 18-22 as Flood Awareness Week. Trustee Frusolone moved and Trustee McCarthy made the second to approve the proclamation designating March 18-22 as Flood Awareness Week. The results of the roll call vote were as follows:

Ayes: 5 *Trustees Frusolone, Manzzullo, Weiss, Schwarze and McCarthy*
Nays: 0
Absent: 1 *Trustee Fenner*

CONSENT AGENDA

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

Ayes: 5 *Trustees Frusolone, Manzzullo, Weiss, Schwarze and McCarthy*
Nays: 0
Absent: 1 *Trustee Fenner*

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

Ayes: 5 *Trustees Frusolone, Manzzullo, Weiss, Schwarze and McCarthy*
Nays: 0
Absent: 1 *Trustee Fenner*

1. Dominic Raymond and Greg Levato - 282 Commonwealth Drive
2. Village of Carol Stream – 500 N. Gary Avenue 2013 Official Zoning Map
3. Award of Contract – Klein Creek Flood Plain Structure Phase II Demolition Project
4. Award of Contract – Kuhn Road Local Agency Functional Overlay (LAFO) Project
5. Amendment No. 2 to Tree Harvesting Agreement - St. Aubin's Nursery

6. Ordinance No. 2013-03-05, Approving a Special Use Permit to Allow a Private Recreation Use in the I Industrial Zoning District (FASE Fitness, 282 Commonwealth Drive)
7. Ordinance No. 2013-03-06, Decreasing the Number of Class A Liquor Licenses from 8 to 7 and Increasing the Number of Class A Liquor Licenses from 7 to 8 and to Charge a Fee of \$500 for the Pro-rated New License
8. Resolution No. 2640, Adopting the 2013-2014 Employee Compensation Plan for the Village of Carol Stream
9. Resolution No. 2641, Authorizing the Execution of the Official Zoning Map of the Village of Carol Stream
10. Resolution No. 2642, Declaring Surplus Property Owned by the Village of Carol Stream
11. Resolution No. 2643, Motor Fuel Tax Resolution for Maintenance of Streets & Highways by Municipality Under the Illinois Highway Code (Section 14-00000-01-GM - 2013 Flexible Pavement Project)
12. 2013 Sound Amplification Permit – Ross Ferraro Town Center Events
13. Payment of Regular & Addendum Warrant of Bills

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

<i>Ayes:</i>	<i>5</i>	<i>Trustees Frusolone, Manzzullo, Weiss, Schwarze and McCarthy</i>
<i>Nays:</i>	<i>0</i>	
<i>Absent:</i>	<i>1</i>	<i>Trustee Fenner</i>

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

Dominic Raymond and Greg Levato - 282 Commonwealth Drive:

The Village Board concurred with the Plan Commission recommendation to approve a Special Use for a privately owned recreational use in the I Industrial District and zoning approval for FASE Fitness, a fitness and personal training business.

Village of Carol Stream – 500 N. Gary Avenue 2013 Official Zoning Map:

The Village Board approved the official 2013 zoning map of the Village.

Award of Contract – Klein Creek Flood Plain Structure Phase II Demolition Project:

The Village Board awarded the contract for the Klein Creek Flood Plain Structure Phase II Demolition Project to J&S Construction Sewer & Water, Inc. at the bid unit prices in the amount of \$27,870.

Award of Contract – Kuhn Road Local Agency Functional Overlay (LAFO) Project:

The Village Board awarded the contract for Engineering Design Services to TranSystems Corporation in the amount of \$43,422.39 for the Kuhn Road LAFO Project.

Amendment No. 2 to Tree Harvesting Agreement - St. Aubin's Nursery:

The Village Board approved Amendment No. 2 to the Tree Harvesting Agreement with St Aubin's Nursery to provide parkway trees to replace trees removed from the Village's Right-of-Ways due to the Emerald Ash Borer.

Ordinance No. 2013-03-05, Approving a Special Use Permit to Allow a Private Recreation Use in the I Industrial Zoning District (FASE Fitness, 282 Commonwealth Drive):

The Village Board approved Ordinance No. 2013-03-05, approving a Special Use Permit to allow a private recreation use in the I Industrial Zoning District (FASE Fitness, 282 Commonwealth Drive).

Ordinance No. 2013-03-06, Decreasing the Number of Class A Liquor Licenses from 8 to 7 and Increasing the Number of Class A Liquor Licenses from 7 to 8 and to Charge a Fee of \$500 for the Pro-rated New License:

The Village Board approved Ordinance No. 2013-03-06, decreasing the number of Class A liquor licenses from 8 to 7 and increasing the number of Class A liquor licenses from 7 to 8 and approving a fee of \$500 for the pro-rated new license at the request of Pub Yahoo to be re-licensed following a change in corporate name.

Resolution No. 2640, Adopting the 2013-2014 Employee Compensation Plan for the Village of Carol Stream:

The Village Board approved Resolution No. 2640, adopting the 2013-2014 Employee Compensation Plan for the Village of Carol Stream.

Resolution No. 2641, Authorizing the Execution of the Official Zoning Map of the Village of Carol Stream:

The Village Board approved Resolution No. 2641, authorizing execution of the Official Zoning Map of the Village of Carol Stream

Resolution No. 2642, Declaring Surplus Property Owned by the Village of Carol Stream:

The Police Department requested that a number of items that are old, broken or are outdated technology be declared surplus property so that they can be sold or destroyed and the Public Works Department requested that folding chairs, banquet tables and a trailer that the Village used at Town Center be declared surplus property to be donated to the Carol Stream Park District. The Village Board approved Resolution No. 2642, declaring surplus property owned by the Village of Carol Stream.

Resolution No. 2643, Motor Fuel Tax Resolution for Maintenance of Streets & Highways by Municipality Under the Illinois Highway Code (Section 14-00000-01-GM - 2013 Flexible Pavement Project):

The Illinois Department of Transportation requires a Resolution for Maintenance of Streets & Highways by Municipality under the Illinois Highway Code to use motor fuel tax funds for 2013 Flexible Pavement Project in the amount of \$3,249,395.75. The Village Board approved Resolution No. 2643, Motor Fuel Tax Resolution for Maintenance of Streets & Highways by Municipality under the Illinois Highway Code (Section 14-00000-01-GM - 2013 Flexible Pavement Project).

2013 Sound Amplification Permit – Ross Ferraro Town Center Events:

The Village Board approved an amplification permit to host 10 outdoor summer concerts, a 4-day Summer Carnival and the 8th Annual Teen Music Festival all at the Ferraro Town Center as part of 2013 Summer in the Center special event programming.

Regular Bills and Addendum Warrant of Bills:

The Village Board approved the payment of the Regular Bills dated March 4, 2013 in the amount of \$510,220.17. The Village Board approved the payment of the Addendum Warrant of Bills from February 20, 2013 – March 4, 2013 in the amount of \$469,779.54.

Non-Consent Agenda Items**Resolution No. 2644, to Adopt Municipal Legislative Positions and Priorities for the 2013 Legislative Session:**

Trustee Schwarze stated that while a lot of effort went into preparation of the legislative positions he pulled this item from the consent agenda as he does every year because he does not support all of the positions. In particular, he stated he does not agree with the pension reforms and their effects on firefighters. He stated it was short-sighted to raise the retirement age from 50 to 55 for police and firefighters. He cited statistics from the U.S. Bureau of Labor Statistics that firefighters, on average, only live 5-7 years after retirement and that lengthening the time to reach retirement would reduce these longevity numbers even further. He expressed concerns about exempting staffing/minimum manning requirements from collective bargaining and the proposal to cross train police and firefighters which could lead to unsafe conditions, although they are not necessarily issues in Carol Stream. Trustee Frusolone stated she had an issue with increasing employee pension contributions by 1% of salary per year for five years and that 1% is a large amount compared to the wages they are being paid. She also stated she felt 55 was too long to wait for retirement for police and firefighters. She stated she disagrees with pausing all cost of living adjustments (COLAs) for ten years. Trustee Frusolone and Mayor Saverino stated they did not agree with the position to change pension benefits for current employees. Trustee Weiss stated that the DuPage Mayors and Managers Legislative Positions and Priorities are meant to be a unified voice on behalf of municipalities to educate the state legislature on issues important to municipalities. Trustee Manzzullo stated he felt the document should be supported in its entirety. Trustee McCarthy stated he could understand the comments by his fellow Trustees but also views it from the perspective of someone working in the private sector where employees do not have pension where employers contribute to the plan

Trustee Weiss moved and Trustee Manzzullo made the second to approve Resolution No. 2644, adopting Municipal Legislative Positions and Priorities for the 2013 Legislative Session supporting the 2013 Legislative Action Program of the DuPage Mayors and Managers Conference. Trustee Schwarze stated he is abstaining because he has a conflict, due to his position as a firefighter, with the pension positions. The results of the roll call vote were as follows:

<i>Ayes:</i>	<i>3</i>	<i>Trustees Manzzullo, Weiss and McCarthy</i>
<i>Nays:</i>	<i>2</i>	<i>Trustee Frusolone and Mayor Saverino</i>

Abstain: 1 Trustee Schwarze
 Absent: 1 Trustees Fenner

Village Attorney Rhodes stated that since Trustee Schwarze is abstaining due to a conflict, his vote, which would normally be counted with the majority "yes" vote, would be counted as a "No" vote which requires the Mayor to vote. The motion to approve Resolution No. 2644, adopting municipal legislative positions and priorities for the 2013 legislative session failed.

Report of Officers:

Trustee Frusolone stated she read a proclamation tonight on flood Awareness Week and wanted to remind residents to include snow awareness and to be mindful of school-aged children who walk to school. She asked neighbors to be aware of kids and to please shovel their sidewalks so children do not have to walk in the streets. She asked residents to please stay off streets if you do not need to go out during snow storms and to please keep their cars off the streets for the plow drivers. She stated that next Tuesday, March 12 at 7:00 p.m. the League of Women Voters will be holding a candidate forum for the April 9th local elections at Fire Station No. 28 (formerly Fire Station No. 1) on Kuhn Road. She encouraged residents to come to the forum to hear the views of the candidates and ask questions on local issues.

Trustee Manzzullo asked everyone to remember and pray for our troops and their families

Trustee Weiss stated the Technology Center of DuPage announced that 2 Carol Stream high school students, Julia Matiradonna and Zachary Malokie, participated on the Technology Center of DuPage Culinary Team that pulled off a repeat state championship win at the 12th annual Illinois ProStart Invitational hosted by the Illinois Restaurant Association Educational Foundation. He stated that team members had to prepare two identical portions of a three-course meal (appetizer, entrée and dessert) within a 60-minute time frame. The students were judged on knife skills and poultry fabrication; method and technique; sanitation and safety; professionalism; presentation; recipe costing; organization and teamwork. The students will now go on to the nationals. Persons interested in learning more about the Technology center of DuPage can go to www.tcdupage.org.

Trustee Schwarze reminded everyone to please shop locally.

Trustee McCarthy welcomed the Glenbard North High School band back from playing at Disney World, the Glenbard North Pantherettes POM Team finished 1st in state in both hip-hop and POMs and the wrestling team finished the season 3rd in the state. If students or teams from other high schools that have Carol Stream students (West Chicago, Bartlett & Wheaton North) want to be recognized by the Carol Stream Village Board they need to notify him. The 4th of July Parade Committee is having a fund raiser at Red Apple this Saturday (15% of proceeds go to the Parade Committee Fund). A flyer for Red Apple can be printed at www.carolstreamparade.com. The Parade Committee is also selling \$20 tickets for Zanies for May 23rd show featuring our own Mike Toomey. He

encouraged residents to go to www.smart911.com to enter vital family information that can be accessed by emergency responders.

At 8:53 p.m. Trustee Manzzullo moved and Trustee Frusolone made the second to adjourn the meeting to executive session to discuss Purchase of Real Property where no action will take place and the meeting will adjourn from executive session.

The results of the roll call vote were as follows:

- Ayes: 5 Trustees Frusolone, Manzzullo, Weiss, Schwarze and McCarthy
- Nays: 0
- Absent: 1 Trustees Fenner

FOR THE BOARD OF TRUSTEES

Frank Saverino, Sr., Mayor

Beth Melody, Village Clerk

AGENDA ITEM

Village of Carol Stream B-2 3-18-13

Special Meeting of the Village Board Budget Workshop #3 – General Fund (Operations)

Gregory J. Bielawski Municipal Center
500 N. Gary Avenue, Carol Stream, IL 60188

March 4, 2013

6:00 p.m. – 7:09 p.m.

Meeting Notes

ATTENDANCE: Mayor Frank Saverino, Sr.

Trustee Matt McCarthy

Trustee Greg Schwarze

Trustee Mary Frusolone

Clerk Beth Melody

Trustee Tony Manzullo(Absent)

Trustee Don Weiss (Absent)

Trustee Pam Fenner (Absent)

Joseph E. Breinig, Village Manager

Robert Mellor, Asst. Village Manager

Chris Oakley, Asst. to the Village Manager

Phil Modaff, Dir. of Public Works

James Knudsen, Dir. Engineering Services

Robert Glees, Dir. of Community Dev.

Jon Batek, Finance Director

Kevin Orr, Police Chief

Caryl Rebholz, Employee Relations Dir.

Ed Sailer, Deputy Police Chief

Dawn Damolaris, Assistant Finance Dir.

Ed Sailer, Deputy Police Chief

Dan Hoffman, Deputy Police Chief

Jeff Degnan, Police Commander

Matt York, Assistant Dir. of Public Works

The meeting was called to order by Mayor Saverino and the roll call read by Village Clerk Melody. The result of the roll call vote was as follows:

Present: Mayor Saverino, Trustees McCarthy, Schwarze and Frusolone

Absent: Trustees Weiss, Manzullo and Fenner

Proposed General Fund Budget – Fiscal Year 2013-14

Director of Financial Services Jon Batek presented the proposed General Corporate Fund Fiscal Year 2014 Budget including the following discussion topics:

- Recap of FY12/13 year end projection.
- Primary Focus tonight is on General Fund budget.
 - High level overview.
 - Major areas of change from current year.
 - Detailed discussion of program specifics (time permitting) with follow-up on March 18 budget workshop.
- Overview of Proposed Budget for FY13/14
 - Total Budget - Comparison to FY12/13 and prior year.
 - Revenue summary and outlook.
 - Expenditure summary.
 - Personnel and staffing complement for FY13/14.
 - Notable program changes for FY13/14.

- Looking Forward - 3 Year Financial Plan

Fiscal Year 2013 Year End Budget Projection

- Current year 2012/13 adopted budget was balanced, with Revenues equal to Expenditures at \$20,785,000.
- Current projections indicate a surplus of \$1.3 million by year-end based on the following projections:
- Revenues expected to finish the year \$1.1 million or 5.1% above budget.
 - State Income Taxes (+13.7%) = \$ 430,000
 - Sales Taxes (+5.4%) = \$ 424,000
 - Real Estate Transfer Tax = \$ 175,000
 - Misc. Revenues / Insurance Recoveries = \$ 100,000

\$ 1,129,000

Best news is these are projected to continue to grow into FY13/14.

- Expenditures projected to end the year \$200,000 or 1.0% below budget.

Proposed General Corporate Fund Budget FY13/14 Budget Summary

- FY13/14 Budget is Balanced as Proposed
 - Projected Revenues = \$ 22,475,000
 - Proposed Expenditures = \$ 22,345,000
 - Budgeted Surplus = \$ 130,000
- Revenues have rebounded and are showing better stability.
 - Last tax increase 3 years ago in FY10/11 (Home Rule Sales Tax and Towing Fee).
 - Only proposed increase is in one area of Building Permit Fees (approx. \$25,000)
 - No other tax / fee increases proposed for FY13/14
- Total proposed FY13/14 expenditures increase by 7.5% over FY12/13.
 - Still \$1.4 million less than budget 4 years ago in FY09/10.
 - Modest staffing additions planned to address service demands.
 - Opportunities now exist to complete some "one-time" projects / items.
- 3 Year Financial Plan shows "sustainability".
 - Must maintain caution on expenditure growth. Slow and controlled.
 - Budget continues to be sustainable without a Village property tax.

Revenue Summary – General Fund

- FY13/14 Projected Revenues = \$22,475,000
 - 8.1% ABOVE FY12/13 Budget
 - 2.9% ABOVE FY12/13 Estimated Year-End Actual
- Revenue History
 - FY07/08 Revenues Peak at \$24.9M
 - FY08/09 Recession Hits - 10% Loss
 - FY09/10 Additional 10% Loss - "Hit Bottom" at \$20.0M
 - FY10/11 Increase in HRST, Tow Fee counter "free fall" plus expenditure cuts
 - FY11/12 Stagnation, but no further loss
 - FY12/13 Actual Growth 3.4%
 - FY13/14 Actual Growth 2.9% (half-way back to FY07/08)
- Best signs of a recovering economy:
 - Sales Tax + 6.3% over FY12/13 EST (13.3% 2 year incr.)
 - Income Tax + 5.9% over FY12/13 EST (16.7% 2 year incr.)
- Forecast for 3 year financial plan
 - Last year we said of revenues: "sluggish/slow growth of < 1% per year".

- This year: Modest growth over the near-term @ approx. 2.0%+

Fiscal Year 2014 Revenue Highlights

	FY12/13 <u>Budget</u>	FY12/13 <u>Estimate</u>	FY13/14 <u>Projected</u>	Chg. From <u>FY12/13 Bud.</u>	Chg. From <u>FY12/13 Est.</u>
Sales Tax	\$ 4,931,000	\$ 5,200,000	\$ 5,525,000	12.0%	6.3%
State Income Tax	3,145,000	3,575,000	3,785,000	20.3%	5.9%
Home Rule Sales Tax	2,860,000	3,015,000	3,205,000	12.1%	6.3%
Utility Tax - Telecomm.	1,562,000	1,605,000	1,450,000	-7.2%	-9.7%
Utility Tax - Electricity	1,800,000	1,860,000	1,820,000	1.1%	-2.2%
Natural Gas Use Tax	575,000	550,000	575,000	0.0%	4.5%
Real Estate Transfer Tax	250,000	425,000	375,000	50.0%	-11.8%
Hotel Tax Receipts	275,000	290,000	305,000	10.9%	5.2%
Other Taxes	<u>1,009,700</u>	<u>971,550</u>	<u>1,008,800</u>	-0.1%	3.8%
Total Taxes	16,407,700	17,491,550	18,048,800	10.0%	3.2%
Licenses and Permits	1,107,000	1,083,150	1,119,000	1.1%	3.3%
Grants	128,000	125,000	111,000	-13.3%	-11.2%
Charges for Services	1,300,800	1,307,200	1,320,700	1.5%	1.0%
Fines and Forfeitures	1,635,000	1,521,000	1,617,000	-1.1%	6.3%
Interest Income	25,000	35,000	35,000	40.0%	0.0%
Miscellaneous Revenue	<u>181,500</u>	<u>286,500</u>	<u>223,500</u>	23.1%	-22.0%
Total Revenues	<u>20,785,000</u>	<u>21,849,400</u>	<u>22,475,000</u>	8.1%	2.9%
		5.1%	2.9%		

Expenditure Summary

- FY13/14 Proposed Expenditures = \$22,345,000
- FY13/14 proposed expenditures grow by 7.5% compared to FY12/13 budget.
 - FY13/14 projected expenditures are \$1.4 million or 5.9% below budgeted expenditures of \$23.7 million in FY09/10 (4 years ago).
 - About 40% of proposed budget increase in the area of Personnel.
 - Approximately 60% of increase is in the Contractual Services area.
- Proposed staffing levels to increase by 3.5FTE or 2.5% over FY12/13 authorized.
- Contractual Services expenditures include a number of "temporary" or otherwise "one-time" outflows (non-recurring).

Proposed General Corporate Fund Expenditures by Type Fiscal Year 13/14 Beginning May 1, 2013

- Salaries & Wages = \$16,147,537 or 72% of budget
- Contractual Services = \$5,380,035 or 24% of budget
- Commodities = \$378,853 or 2% of budget
- Capital Outlay = \$438,575 or 2% of budget

- Total proposed budget = \$22,345,000

Draft General Corporate Fund Budget Expenditures FY13/14 Proposed Compared to FY12/13

Adopted

	Actual FY10/11	Actual FY11/12	Adopted Budget FY12/13	Estimated FY12/13	Proposed Budget FY13/14	FY13/14 proposed to FY12/13 Budget	
Salaries & Wages							
Personal Services	\$ 10,144,078	\$ 9,894,248	\$ 9,714,431	\$ 9,854,566	\$ 10,202,025	487,594	5.0%
Overtime	714,262	680,477	788,750	720,675	807,950	19,200	2.4%
Group Insurance	1,549,605	1,666,302	1,808,063	1,808,063	1,769,487	(38,576)	-2.1%
IMRF	631,807	623,675	671,958	672,661	700,124	28,166	4.2%
FICA	774,231	756,805	740,643	743,454	775,141	34,498	4.7%
WC/Unemp. Ins.	383,344	261,077	305,280	295,394	341,056	35,776	11.7%
Police Pension	<u>1,256,813</u>	<u>1,434,572</u>	<u>1,474,398</u>	<u>1,474,398</u>	<u>1,551,754</u>	<u>77,356</u>	5.2%
Total Salaries & Wages	15,454,140	15,317,156	15,503,523	15,569,211	16,147,537	644,014	4.2%
Contractual Services	3,771,631	3,639,377	4,431,150	4,301,003	5,380,035	948,885	21.4%
Commodities	77,537	188,958	256,057	169,288	378,853	122,796	48.0%
Capital Outlay	<u>256,678</u>	<u>387,757</u>	<u>594,270</u>	<u>600,346</u>	<u>438,575</u>	<u>(155,695)</u>	-26.2%
Total	<u>\$ 19,559,986</u>	<u>\$ 19,533,248</u>	<u>\$ 20,785,000</u>	<u>\$ 20,639,848</u>	<u>\$ 22,345,000</u>	<u>\$ 1,560,000</u>	7.5%

Proposed Regular Employee Staffing By Department Fiscal Year 13/14 Beginning May 1, 2013

- Police = 85.30
- Public Works = 28.00
- Administration (Includes Village Manager's Office, Management Services, Information Systems, Municipal Building, Employee Relations and Village Clerk) = 11.40
- Finance = 9.75
- Community Development = 6.50
- Engineering = 5.50
- Total Proposed = 146.45 employees

Changes in Proposed Village Staffing Costs FY13/14

- Proposed FY13/14 Personnel Services costs (incl. benefits) increased by \$644,000 or 4.2%.
- Staff Salaries increase by 5.0% resulting from:
 - Proposed new staff positions totaling 3.5 FTE, an increase of 2.5%
 - Roll-in of recently ratified SEIU / Sergeants contracts.
 - Existing contract step increases.
 - Proposed non-union compensation plan.
- FY14/15 = \$700,000 or 6.4% less than actual salaries paid 4 years ago in FY09/10.
- Proposed staffing levels remain 23.75 positions or 14% below FY08/09.
- Employment Benefit Costs (Health, Pensions, FICA, WC, Unemployment) = 32% of Salaries
 - Sum total of Employment Benefit costs to increase by 2.7% over FY12/13 Budget.
 - Pension Increases have moderated to a degree. (Carol Stream pays its pension obligations on time and in full.)
 - 2.1% Reduction in Health Plan costs next year.

Changes in Budgeted Health Plan Costs FY13/14

- Carol Stream participates in a multi-municipal health insurance pool - Intergovernmental Personnel Benefit Cooperative (IPBC)
- "Medical Trend" (cost inflation) is currently 10% average annual increase
- 2.1% reduction in Health Plan costs next year.
- How Carol Stream "beat" medical trend in FY13/14 proposed budget:
 - Not just one factor, but a number which contribute.
 - Favorable claims experience of CS covered employees/dependents.
 - July 1, 2013 tentative renewal changes:
 - HMO Program +3.0%
 - PPO Program -3.9%
 - Dental -7.8%
 - Migration of employees to lower cost plans through incentives (PPO Waiver Program).
 - Reduced number of plan participants, increased PT positions ineligible for benefits (15 proposed for FY14 = \$172,000 savings without retention or quality of worker issues).
 - Increased number of participants "opting out" of insurance altogether (covered on spouse plan).
 - Increased focus on wellness programs.

Changes in Proposed Village Staffing FY 13/14

- FY12/13 Authorized Positions = 142.88
- Management Services Add 1 PT Information Systems Help Desk Tech. (19 hrs./week - no benefits) = .50
- Community Development Add 1 PT Building & Zoning Tech. (19 hrs./week - no benefits) = .50
- Police Department Add 2 Net FT Police Officers = 2.00
Add 1 PT Records Clerk (19 hrs. /week - no benefits) = .50
- Misc. Rounding Adjustments = .07
- Proposed FY13/14 Authorized Staffing = 146.45
- Net Change from FY12/13 = 3.57
- % Change from FY12/13 = 2.5%

Significant Changes in Contractual Services Expenditures FY14 Proposed Budget

- Emerald Ash Borer = \$ 285,000
 - Funds budgeted come from a special reserve set aside by the Village Board in 2007 and will provide for 1,000 removals and harvesting and planting costs for about 1,100 replacement trees in FY13/14
- Sales Tax Rebates = \$263,000
 - Increase in budgeted rebates for active economic development projects
- TIF3 Transfers = \$196,000
 - Budgeted transfers to the new TIF at North Ave. /Schmale Rd.
 - Includes TIF increment, sales taxes, Village contribution.
- Comprehensive Plan = \$100,000
 - High priority Village goal previously deferred due to lack of resources.
- Local Prosecution = \$70,000
 - Funds allocated to utilize our own prosecutor for most Circuit Court tickets. Increased revenues budgeted to pay for added costs.
- DuComm = \$65,000
- Pavement Marking / Utility Locates = \$60,000
- Equipment Rental = \$15,000

- Hotel Promotion = \$10,000
- Wellness Program = \$10,000
- Total = \$1,074,000

Departmental Expenditure Budgets FY14

	Actual FY10/11	Actual FY11/12	Budget FY12/13	Proposed Budget FY13/14	Change from FY12/13	% Ch
Fire & Police Commission	\$ 14,688	\$ 21,773	\$ 5,448	\$ 20,991	\$ 15,543	285
Legislative Board	99,295	111,009	104,790	124,940	20,150	19.2
Planning Comm. & ZBA	4,914	5,364	7,474	5,833	(1,641)	-22.
Legal Services	201,027	214,213	315,000	330,000	15,000	4.8%
Village Clerk	63,816	34,778	46,360	36,194	(10,166)	-21.
Administration	511,920	493,352	455,550	488,882	33,332	7.3%
Employee Relations	230,582	233,903	248,586	270,175	21,589	8.7%
Financial Management	787,597	795,666	842,272	874,972	32,700	3.9%
Engineering Services	770,927	768,214	843,483	879,837	36,354	4.3%
Comm. Development	722,291	738,028	814,240	992,671	178,431	21.9
Management Services	783,620	778,461	803,407	888,804	85,397	10.6
Police	11,976,644	11,886,460	12,278,685	12,704,792	426,107	3.5%
Streets	2,700,614	2,866,201	3,145,670	3,532,551	386,881	12.2
Municipal Building	312,990	308,928	386,785	339,708	(47,077)	-12.
Municipal Garage	53,531	68,095	-	-	-	
Transfers and Agreements	281,514	173,379	446,000	814,800	368,800	82.1
Town Center Events	<u>42,600</u>	<u>35,424</u>	<u>41,250</u>	<u>39,850</u>	<u>(1,400)</u>	-3.4
Totals	<u>\$ 19,558,570</u>	<u>\$ 19,533,248</u>	<u>\$ 20,785,000</u>	<u>\$ 22,345,000</u>	<u>\$ 1,560,000</u>	<u>7.5%</u>
Transfer to Capital Projects Fund	-	\$ 5,000,000				

General Fund - The Next 3 Years

	Proposed Budget FY13/14	Projected FY14/15	Projected FY15/16
REVENUES	\$ 22,475,000	\$ 22,934,800	\$ 23,430,700
		2.0%	2.2%
EXPENDITURES			
Fire & Police Commission	\$ 20,991	23,761	7,021
Legislative Board	124,940	121,335	129,460
Planning Comm. & ZBA	5,833	5,840	5,848
Legal Services	330,000	330,000	345,000
Village Clerk	36,194	35,521	36,368
Administration	488,882	494,052	499,470
Employee Relations	270,175	264,957	267,381

Financial Management	874,972	889,101	888,614
Engineering Services	879,837	946,004	890,605
Comm. Development	992,671	976,680	949,096
Management Services	888,804	886,072	844,534
Police	12,704,792	13,022,858	13,472,612
Streets	3,532,551	3,947,980	3,200,536
Municipal Building	339,708	312,515	310,816
Transfers and Agreements	814,800	551,000	532,500
Town Center Events	<u>39,850</u>	<u>39,250</u>	<u>39,250</u>
Total Expenditures	22,345,000	22,846,926	22,419,111
		2.2%	-1.9%
Surplus / (Deficit)	<u>\$ 130,000</u>	<u>\$ 87,874</u>	<u>\$ 1,011,589</u>

Next Steps

- **Monday, March 18, 2013**
 - 6:00 pm Village Board Budget Workshop #4
 - FY13/14 Draft Budget Presentation
 - General Fund – Follow-up Items as Needed
 - All Other Funds
 - Capital Improvement Program
- **Friday, March 29, 2013**
 - Distribution of Draft Budget Document to Village Board
 - Availability of Draft Budget for Public Review
 - Clerk's Office
 - Carol Stream Library
 - Village Website
- **Monday, April 15, 2013**
 - Budget Public Hearing and subsequent Adoption

There being no further business, a motion was made by Trustee McCarthy and seconded by Trustee Frusolone to adjourn the Special Board meeting. The meeting was adjourned unanimously at 7:09 p.m.

RESOLUTION NO. 2645

Honoring the 3rd Place State 3A Glenbard North Panthers Varsity Wrestling Team

WHEREAS, under the direction of Head Coach **Mark Hahn** and his dedicated staff of Assistant Coaches that include **Jeff Cherry, Chris and Jeff Edwards, Jim Considine, Tyler Williams, Joe Gomez, Pat Harris, Tony Savegnago, Kent Garrett** and **Tony LiFonti**, the Varsity Wrestling Team worked hard all season long and dedicated themselves to excellence in athletic competition; and

WHEREAS, the dedication and hard work paid off by earning a berth in the State Team sectionals at Lake Park High School where they defeated the Notre Dame of Niles Dons by a score of 39-21 to advance to the quarter-finals; and

WHEREAS, on Tuesday, February 19th, the Panthers Varsity Wrestling team arrived at US Cellular Coliseum in Bloomington to compete in a quarter-final team match where they narrowly defeated the Machesney Park Huskies 31-29 to advance to the semi-finals; and

WHEREAS, despite coming up short in a semi-final team match against the Sandburg High School Eagles by a slim margin of 36-23, the Panthers Wrestling Team bounced back in convincing fashion when they defeated the Lincoln-Way Central Knights 34-27 in the 3rd place match.

WHEREAS, members of the 2012-13 Panther Varsity Wrestling Team include:

Chris Adamatis	Chris Edwards	Caesar Hernandez	Ceaser Perez
Patrick Augustyn	Geo Esparza	Connor Hitzel	Marcus Perez
Tony Blum	Brandon Fierro	Kirk Johanson	Dan Rios
Nathan Chacon	Evan Finger	Teddy Marco	David Rios
Manveer Chatha	Adolfo Franco	Jon Marmolejo	Jordan Roesch
Jered Cortez	Rene Garcia	Brian Murphy	Sergio Suarez
Jimique Davis	Eric Gatti	Kyle Neal	Carlos Vargas
Anthony Deprima	Johnny Gosinski	Philly Partipillo	Dillon Warneke
Nick Deprima	Luke Greenberg	Devang Patel	Colton Wegner
Zach Derer	Josh Harris	Paul Pennington	Jeremy Wood

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 Glenbard North Panthers' Varsity Wrestling Team, coaching staff and team trainers are duly recognized for their 3rd Place finish in the IHSA 3A Team Wrestling Championship.

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

PASSED AND APPROVED THIS 18th DAY OF MARCH 2013.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

RESOLUTION NO. 2646

Honoring the State 3A Poms Champion Glenbard North Pantherettes

WHEREAS, under the direction of Head Coaches Gina Mendez and Deena Vargocko, the Glenbard North Pantherettes Pom Squad worked hard all season long and dedicated themselves to excellence all throughout their season; and

WHEREAS, the Glenbard North Pantherettes Pom Squad competed in qualifying tournaments at Wheaton Warrenville South, Huntley, Naperville Central and Plainfield Central High Schools placing 1st and earning the top score for either artistic or technical excellence at all four meets; and

WHEREAS, the Pantherettes dedication and hard work paid off when they competed head-to-head with eight other State Varsity Pom Squads in the Illinois State Finals Competition held on Sunday March 3rd at the Peoria Civic Center winning both the Pom and Hip Hop Championships in the 3A competition; and

WHEREAS, members of the State 3A Glenbard North Pantherettes Pom Squad include:

Bryanna Litvin (Captain)
Brooke Heyduk (Captain)
Maria Tomsovic (Captain)
Alexa Ruffino
Ashley Rapata
Bailey Collins
Bianca Antongiovanni
Caitlyn Patrosso

Chrissy Gillespie
Dani Kfoury
Gaby Gibson
Katie Hesser
Sammy Dayon
Stephanie Lozano
Abby Paragon
Gabi Nonneman

Karissa Forcone
Nicolette Wellman
Alexis Theriault
Amanda Schierer
Anna Ratterman
Becca Ewing
Carlie Ruffolo
Rachel Bell

NOW, THEREFORE, BE IT RESOLVED BY MAYOR SAVERINO, SR. AND THE 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 Glenbard North Pantherettes Pom Squad and coaching staff are hereby recognized for winning the 2012-13 State 3A Pom & Hip Hop Championships.

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

PASSED AND APPROVED THIS 18th DAY OF MARCH 2013.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

PROCLAMATION

In Support of 2013 Earth Hour

WHEREAS, the world's use of energy continues to increase resulting in detrimental effects on the world's climate patterns; and

WHEREAS, to address the problem of climate change, the World Wildlife Federation organized the global Earth Hour campaign in March of 2007 that enlisted the support of citizens, world governments and global businesses to reduce energy use all across the globe; and

WHEREAS, in 2012, over 1 billion people took part in the 6th annual Earth Hour during which 150 countries and 6,525 cities officially pledged to 'switch off' to support climate protection, making last year's effort the world's largest global climate change initiative; and

WHEREAS, in 2012, more than 100 million Americans participated in this climate protection event by successfully turning off non-essential lighting and appliances for 1-hour helping to save as much as 15% of the total energy consumed by our nation on an average Saturday night; and

WHEREAS, participation in Earth Hour 2013 whose theme is '**Dare the World to Save the Planet**' gives Village residents, local businesses and governments an opportunity to unite as one community to advance the cause of achieving a sustainable planet for humans as well as all plant and animal species by reducing carbon emissions.


NOW, THEREFORE BE IT PROCLAIMED THAT I, Mayor Frank Saverino, Sr. and the Village Board of Trustees, Village of Carol Stream, DuPage County, Illinois in exercise of its Home Rule Powers that the Village hereby recognizes and supports the **2013 Earth Hour event on Saturday, March 23rd** by encouraging both residents and businesses alike to turn off all non-essential lighting between 8:30 - 9:30 PM.

PROCLAIMED THIS 18th DAY OF MARCH 2013.

Frank Saverino Sr. - Mayor

Beth Melody, Village Clerk

Village of Carol Stream
INTERDEPARTMENTAL MEMO

TO: Mayor and Trustees
FROM: Joseph E. Breinig, Village Manager 
DATE: March 4, 2013
RE: Fourth of July Parade Donation

Annually the Village asks residents to donate money with their water bill payments to support the Fourth of July Parade. Money collected in one year is held and released the following year to the Parade Committee. A history of those donations follows:

2006	\$4,192.00
2007	\$4,337.00
2008	\$2,719.97
2009	\$3,724.48
2010	\$2,924.37
2011	\$2,787.70
2012	\$2,806.03

A request from the Fourth of July Parade Committee for release of the donations is attached. Payment of \$2,806.03 is on the payables for the March 18, 2013 Village Board meeting.

JEB/td
Attachment

cc: Fourth of July Parade Committee

To: Mayor and Village Board

From: Carol Stream July 4th Parade Committee

March 2, 2013

The Carol Stream July 4th Parade Committee requests a check from the Village from resident water bill donations.

The funds will be used to pay for parade expenses and performers for the 2013 parade. Performers scheduled for this year include: the St. Andrews Pipe and Drum Band, the Glenbard North High School Marching Band, the Jesse White Tumblers, Cruisin' Cooler Shrine Unit, Captain Jack Sparrow, the Ghostbusters and Ecto 1 vehicle and many others.

Let us know when it is on the agenda and we will attend the meeting.

Thanks

Kim Gieser
Chairperson, Carol Stream July 4th Parade Committee
630-681-7562

Village of Carol Stream
INTER-DEPARTMENTAL MEMO

TO: Joseph Breinig, Village Manager

FROM: Matthew R York, Assistant Public Works Director *MRY*

DATE: March 12, 2013

RE: Parkway Tree Planting

In November 2007, the Village became aware of the presence of Emerald Ash Borer. The Village decided that the way to counteract this infestation was to remove and replace trees that were dead, diseased, or dying. By removing the trees the Village is able to move towards diversifying the urban forest by introducing different species of trees into our parkways.

On March 4, 2013, the Village Board approved an amendment to the harvesting agreement with St Aubin Nursery to provide the Village with 600 trees in each of the next four planting seasons. The harvesting agreement only provides the trees and does not include planting.

On March 11, 2013, the Public Works Department opened sealed bids for planting trees on Village parkways. The bid was to plant 600 trees this Spring during a period from April 15 to May 24. The bid also included three (3) stand-alone Village options for Fall of 2013, as well as Spring and Fall of 2014. In analyzing the bids, Beary Landscaping was the low bidder for the entire length of the contract. The Village has looked at the entirety of the contract for Tree Removals and Street Sweeping in the past, even when subsequent contract periods were discretionary.

	Spring 13	Fall 13	Spring 14	Fall 14	Total	Difference
Beary Landscaping	\$ 57,000.00	\$ 57,000.00	\$ 58,140.00	\$ 60,465.60	\$ 232,605.60	
Northwest Land Services	\$ 57,000.00	\$ 57,000.00	\$ 58,710.00	\$ 60,471.30	\$ 233,181.30	\$ 575.70
KGI Landscaping	\$ 56,400.00	\$ 57,528.00	\$ 59,253.84	\$ 61,031.46	\$ 234,213.30	\$ 1,607.70
JPC Tree Service	\$ 64,800.00	\$ 64,800.00	\$ 64,800.00	\$ 64,800.00	\$ 259,200.00	\$ 26,594.40

We have reviewed references for Beary Landscaping from three different municipalities and have received very good feedback about the quality of work and the ability for them to complete the work as specified.

The Public Works Department recommends that the Village Board approve a Motion awarding a contract to Beary Landscaping, Inc., of Lockport, IL for Spring 2013 Tree Planting Services in the amount of \$57,000.

BID FORM

The Contractor in submitting this bid hereby agrees to comply with all provisions and requirements of the specifications and contract documents attached hereto. The undersigned ("Contractor") agrees to furnish to the Village of Carol Stream, an Illinois Municipal Corporation hereinafter referred to as the "Village", **Tree Planting Services** for the Spring 2013 Tree Planting Program

Price for Planting Services (per tree) \$ 95.~~00~~

Total for Tree Planting \$ 57,000.~~00~~ 600 trees

Change of Rate for Upcoming Years: Fall 2013 0 %

Spring 2014 2 %

Fall 2014 4 %

Name of Contractor BEARY LANDSCAPING, INC.

Address: 15001 W. 159TH ST. LOCKPORT, IL 60491

Telephone No: 815.838.4100

Date: 3.11.13

Contact Person: MIKE FLYNN Date: 3.11.13

Authorized Signature:  Title: ESTIMATOR.

SEALED BID IS DUE

March 11, 2013

11:00 am

CERTIFICATE OF ELIGIBILITY TO CONTRACT
MUST BE COMPLETED AND RETURNED WITH BID FORM

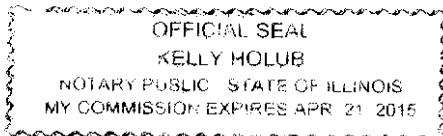
BEARY Landscapes, Inc (Contractor), pursuant to section 33E-11 of the Illinois Criminal Code of 1961 as amended, hereby certifies that neither (he, she, it) nor any of (his, her, its) partners, officers, or owners of (his, her, its) business has been convicted in the past five (5) years of the offense of bid-rigging under section 33E-3 of the Illinois Criminal Code of 1961 as amended; that neither (he, she, it) nor any of (his, her, its) partners, officers or owners has ever been convicted of the offense of bid-rotating under section 33E-4 of the Illinois Criminal Code of 1961 as amended; and that neither (he, she, it) nor any of (his, her, its) partners, officers or owners has ever been convicted of bribing or attempting to bribe an officer or an employee of the State of Illinois, or has made an admission of guilt of such conduct which is a matter of record.

Date: 3.11.13

BEARY LANDSCAPE, INC 
Contractor

SUBSCRIBED and SWORN TO before me
this 11 day of March, 2013

NOTARY PUBLIC





**PUBLIC CONTRACTORS -WRITTEN SEXUAL HARASSMENT POLICY
MUST BE COMPLETED AND RETURNED WITH BID FORM**

Bayer Landscape Inc, ("Contractor"), having submitted a bid
(Name of Contractor)

for Parkway Tree Planting Services to the Village of Carol Stream on

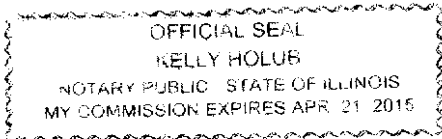
MARCH 11 2013, hereby certifies that said Contractor has a written Sexual
(Date)

Harassment Policy in full compliance with 775 ILCS 5/2-105(A) (4).

By: [Signature] MIKE FURMAN
Authorized Agent of Contractor (Signature) (Printed)

Subscribed and sworn to before me this 11 day of MARCH, 2013

Notary Public



Kelly Holub

REFERENCE LIST

(Please make additional copies of this sheet if needed)

Village/City: Bloomington Dale

Contact: JIM JOHNSON Phone: 630.893.7000

Type & Date of Work: Supply/Install Parkway Trees Apr Nov 2012

Village/City: TINLEY PARK

Contact: JIMMY QUINN Phone: 708.444.5000

Type & Date of Work: Supply/Install Parkway Trees Nov. Dec 2012

Village/City: NORTH AURORA

Contact: MIKE GLOCK Phone: 630.897.8228

Type & Date of Work: Supply/Install Parkway Trees Nov. Dec 2012

Village/City: METRO ARLINGTON HEIGHTS


Contact: _____ Phone: _____

Type & Date of Work: LANDSCAPE 2010

Village of Carol Stream

Interdepartmental Memo

TO: Joe Breinig, Village Manager

FROM: Philip J. Modaff, Director of Public Works 

DATE: March 13, 2012

RE: Salt Purchase – Winter 2013/14

The State of Illinois Department of Central Management Services is planning to solicit bids for the purchase of rock salt for the 2013-14 winter season. In order for Carol Stream to participate in the State's bulk purchase program it is necessary to make a commitment at this time so that the State can estimate the total volume needed for the various participating agencies. The State will conduct the bidding process in April or May, after which we will know the actual per-ton cost. The most recent contract provided salt at \$53.38 per ton; Carol Stream requisitioned 2,000 tons of salt under that contract.

Our historical salt order has been around 3,500 tons per season. However, last year's very mild winter left us with a significant inventory of salt, allowing us to reduce the order for the current year to 2,000 tons. The first half of the current winter season was also mild. However, ice and snow events over the last eight weeks have consumed nearly 2,400 tons. Barring unusual weather from this point on, we expect to have around 2,000 tons remaining in the salt dome at the end of this season.

Therefore, I am recommending that the Village request an allocation of 1,400 tons for next winter season. Under the contract provisions, the Village can take between eighty percent (80%) and one-hundred twenty percent (120%) of its annual requisition. Taking the maximum allotment (1,680 tons), along with our reserves of 2,000 tons, would provide us with nearly 3,700 tons for next year. Our highest use in the last six years is 3,500 tons.

The Public Works Department recommends that the Board approve a Motion directing staff to submit the State of Illinois Joint Purchasing Requisition with the option to take between eighty percent (80%) and one-hundred twenty percent (120%) of the requisition amount of 1,400 tons of rock salt.

Attachments.



ILLINOIS

JOINT PURCHASING REQUISITION

PLEASE RETURN TO:

Illinois Department of
Central Management Services
801 Wm. G. Stratton Building
401 S. Spring Street
Springfield, IL 62706
Fax: (217) 782-5187

____ No Thank You,
But keep on mailing list.

Opt-Out-> Our unit **does not want to participate** in the 2013-2014 Contract Re-procurement.
Notice-> Please complete and return the Contact information below to remain on the mailing list.

Joint Purchasing #:

Date: 03/19/2013

Government Unit:

Village of Carol Stream

Mailing Address:

500 N. Gary Avenue

City / State / Zip:

Carol Stream, IL 60188

County:

DuPage

Contact Person:

Todd Hoppenstedt

Telephone Number:

630-871-6264

Fax Number:

630-462-3650

Contact Email:

thoppenstedt@carolstream.org

Delivery Point
<- Please provide Email Address

***** Participant, Complete Only One - Either "Table-A" or "Table-B" Below *****

Table A: Complete this table to have the State SOLICIT BIDS for your governmental entity			
ITEM DESCRIPTION	QUANTITY	UNIT MEASURE	AMOUNT BUDGETED
AASHTO M143 Road Salt or Equivalent	(Total Tonnage)	(22 - 25 Ton / Truck)	(Local Governmental Use Only)
Rock Salt, Bulk	<u>1,400</u>	Tons	<u>477,000</u>

Please note your Purchase Commitment Percentage for total tonnage quantity stated above (choose one):

OPTION 1 80% minimum purchase requirement/120% maximum purchase requirement

OPTION 2 100% minimum purchase requirement/120% maximum purchase requirement

***** Participant, Complete Only One - Either "Table-A" Above or "Table-B" Below *****

Table B: Complete this table to have the State RENEW for your governmental entity (ONLY)			
ITEM DESCRIPTION	QUANTITY	UNIT MEASURE	AMOUNT BUDGETED
AASHTO M143 Road Salt or Equivalent	(Total Tonnage)	(22 - 25 Ton / Truck)	(Local Governmental Use Only)
Rock Salt, Bulk	_____	Tons	_____

Note: Renewal is available ONLY under Contracts PSD 4017275, 4017276, 4017277, 4017278, 4017279, or 4017280 for the CY' 2012-2013 season. Your quantity may not exceed more than a 20% increase of last season's quantity, and price cannot increase more than 5% of last season's price. Other Terms & Conditions of Contract will remain the same as last year. Check Contract: PSD 4017275 () 4017276 () 4017277 () 4017278 () Contract 4017279 () 4017280 ()

I certify that funds are available for the purchase of the items on this Requisition and that such items are for the sole use of this governmental unit, and not for personal use of any official or individual or re-sale.

In addition, I agree to abide by the Joint Purchasing Procedure established by the Department of Central Management Services.


[Signature]
SIGNATURE OF AUTHORIZED OFFICIAL OR AGENT

Director of Public Works
TITLE



MEMORANDUM

TO: Local Governmental Units Authorized to Participate in Joint Purchasing

FROM: Tim Coleman, Bureau of Strategic Sourcing,
Portfolio Manager – Commodities & Equipment 

DATE: February 28, 2013

SUBJECT: Deadline for Submission of Bulk Rock Salt (Sodium Chloride)
Requirements for the 2013- 2014 Winter Season

Action Required!

The State of Illinois, Bureau of Strategic Sourcing is planning to solicit bids for highway ice control (bulk rock salt) in May or June of 2013 for the 2013-2014 winter season.

Additionally, existing contracts (**4017275, 4017276, 4017277, 4017278, 4017279, 4017280**) contain a renewal option at the sole option of the State. Therefore, if you are a participant within one of those contracts and if your community's intention is to renew, then this must be identified.

If your unit of government desires to be included in this year's contract re-procurement solicitation, or wishes to renew one of the existing contracts with a renewal option, **you are required to complete the copy of the attached Joint Purchasing Requisition Form** and return it to the Bureau Of Strategic Sourcing no later than 5:00 P.M. March 29, 2013. Your choice is to "BID" or "RENEW" or not to be an active participant in the State's procurement efforts for the 2013-2014 season. **Note: Timeframe for submission is firm, and will not be extended.**

The "RENEW" Renewal Process - Utilize Table B

If your governmental entity is a participant under one of the following contracts - (**4017275, 4017276, 4017277, 4017278, 4017279, 4017280**) - and upon receipt of your stated **desire to renew** with your updated ton quantity requirements, the State will work to finalize renewal on behalf of your governmental entity. Should you choose to renew, all terms and conditions shall remain the same as in the present contract, and you will be able to re-state desired quantities (with cap on quantity increases not to exceed 20.% more than your past year's quantity). **Utilize Table B** (only) to indicate your intent to renew and state your desired quantity requirements.

Note that a **renewal** option is **not available** under current contracts (**4017034, 4017035, 4017036, 4017037, 4017038**) and you should **Utilize Table A** (only) to indicate your intent to participant and state your quantity requirements for re-establishment by competitive bid new contract(s) for the 2013-2014 season.

The "REBID" Procurement Process - Utilize Table A

Should a renewal option not exist, or should you wish to participate in the State's bid process for the 2013-2014 season, complete **Table A** (only) to indicate your intent to participate in the bid process, your minimum purchase requirement, and your desired quantities at 100.%.

The State seeks to combine the needs of hundreds of governmental entities across Illinois into a single bid document in an effort to consolidate buying power, and to make it easier for vendors to respond to the individual needs of those hundreds of communities through a single bid response. Award is to the lowest responsible bidder meeting the terms & conditions of the solicitation. A single contract is completed for each vendor for all locations awarded through the competitive process. Each governmental unit places its own orders with the vendor in compliance with the contract.

CMS does not set pricing, nor does CMS buy salt for resale. Vendors offer pricing under a competitive bid process, in accordance with the Illinois Procurement Code and rules and the Illinois Joint Purchasing Act. CMS strives to utilize a consistent approach, to the greatest degree possible, in seeking to achieve as competitive of a process as possible.

Anticipated Terms -- for the 2013-2014 Solicitation

This section applies to those units of government participating in the joint purchase of rock salt contract solicitation. Renewing entities will be governed under the existing contract(s). All participants will be required to abide by the respective contract terms and conditions. The major terms for the 2013-2014 season are expected to be as follows:

1. Rock salt specification shall be in accordance with AASHTO Specification M143, Sodium Chloride Type 1, Grade 1, or an acceptable approved alternate.
2. Quantities shown in the invitation for bid are estimates only. The total ton quantity submitted shall be considered sufficient to service the seasonal needs of the local governmental unit, and may be adjusted as stated herein.
3. The purchase percentage agreement is consistent with last season's bid. We are asking local government to identify their purchase percentage commitment (choose one) on the Requisition Form. (Table-A Option)
 - 3.a. When submitting rock salt estimated usage for next winter, local governmental unit shall agree to purchase at least 80.% of the amount; and the vendor shall agree to furnish not less than 120.% of the awarded tonnage amount. (Please make selection on Requisition Form)
 - OR**
 - 3.b. When submitting rock salt estimated usage for next winter, local governmental unit shall agree to purchase at least 100.% of the amount; and the vendor shall agree to furnish not less than 120.% of the awarded tonnage amount. (Please make selection on Requisition Form)
 - 3.c. Each governmental unit is responsible for ensuring that the guaranteed purchase requirement is met before the end of the season (June 30, 2014).
4. Each governmental unit shall be responsible for issuing their own purchase orders against the resulting contract.
 - 4.a. **Governmental units are strongly encouraged to order early and to store as much salt as possible in order to help prevent potential salt shortages.** Governmental units need to make every effort to place orders in full truckload quantity of (22 - 25 tons). Requests for a quantity of less than a truckload will not be accepted.

4.b. Local governmental units reserve the right to purchase up to 50.% of the total award requirements prior to November 30, 2013 and the vendor shall notify each delivery point in advance of when shipment is to begin.

4.c. Vendors shall accept orders at any time during the period from the date of contract issue through the last day of the contract, or as mutually agreed upon by the vendor and contract participant.

5. Deliveries shall be accepted only on regular work days (Monday through Friday and excluding all State holidays) during regular work hours (7:30 a.m. to 4:00 p.m.), except when special arrangements have been made in advance with an appropriate agency or governmental representative at the delivery site.

All truck loads shall be covered with an approved weatherproof material, and all deliveries shall be Pre-Paid F.O.B. Destination as stated in the order document.

Truckloads containing foreign material such as mud, rocks, etc., may be rejected at the delivery site, and a replacement shipment scheduled by the contract vendor.

The State and Local Governmental Units reserve the right to require that some trucks occasionally be directed to a scale in the vicinity of the delivery point as a check on delivered truckloads.

Deliveries are to be made as soon as possible after receipt of an order, maximum time from receipt of an order placed by local governmental units after December 1.st shall not exceed seven working days, or as modified by Contract Order Guidelines.

Each governmental unit shall be responsible for the processing of vendor invoices in a timely manner to ensure prompt payment is made directly to the vendor.

6. CMS intends to continue to include a liquidated damages clause similar to the following:
From December 1, 2013 thru April 1, 2014; if the vendor is unable to make delivery within the required working days, governmental units shall have the right to retain \$.20 per ton per calendar day as liquidated damages on the undelivered portion of the order. If after seven days of liquidated damages assessment, the vendor has still failed to deliver as required, governmental units shall reserve the right to take action to remedy the failure of vendor performance in accordance with the contract.
7. For contract performance protection, the State will secure a performance bond from the contracted vendor, valued at 20.% of the total of the contract award dollar value.
8. In December 2013 the contract vendor(s) shall be required to have stockpile(s) in place located in or near Illinois covering 100.% of the total tonnage awarded for the northern regions of the State, and in January of 2014 the stockpile(s) located in or near Illinois covering 100.% of the tonnage awarded for all other regions of the State.
9. The contract price shall remain firm for the entire contract period up to the maximum 120.% guaranteed limit. Local governmental unit requirements over the maximum 120.% purchase threshold will be supplied by the vendor upon mutual agreement of the parties.

In the case of an emergency, efforts shall be made to have the vendor ship enough salt to aid affected local governmental units through the emergency situation.

This is an Opt-in Process

Participation in the State's procurement process for rock salt **is voluntary**, an opt-in process. CMS has no method to ensure vendor participation, nor control pricing that vendor's offer in the competitive bid process.

Local Communities are not inhibited nor restricted from seeking bids independently should they choose to do so. However, **by indicating** through this requisition process **your desire to either "RENEW" or to "REBID"** in the upcoming bid process, **you are committing your entity's participation**. The State will act in accordance with your submitted requisition.


We ask that you give immediate attention to this matter and allow reasonable mailing time or fax response submittal to ensure that we receive your salt request prior to the deadline. Return your Joint Purchasing Requisition via mail or Fax , **or both**, no later than **5:00 p.m. March 29, 2013**. Note that this **deadline is firm**, and will not be extended.

We thank you for your consideration and welcome your participation in the upcoming bid. Any questions you have in completing the form or concerning the rock salt bid/contract can be directed to the following:

Wayne Ilsley, CPPB, Buyer
Department of Central Management Services
Bureau Of Strategic Sourcing – Commodities & Equipment
Room 801 William G. Stratton Office Building
401 South Spring Street, Springfield, IL 62706
Phone: (217) 782-8091 Fax: (217) 782-5187

Village of Carol Stream
INTER-DEPARTMENTAL MEMO

TO: Mayor and Trustees

FROM: Joseph E. Breinig, Village Manager 

DATE: March 14, 2013

RE: Vehicle Purchases

Attached you will find a recommendation for the purchase of two vehicles for the Police Department. The first vehicle, a 2013 Dodge Ram Quad cab pick-up truck is recommended for purchase from Thomas Dodge at a cost of \$23,607 under state bid. The second vehicle, a 2013 Ford Explorer, is recommended for purchase from Joe Cotton Ford at a cost of \$25,241. This vehicle is being purchased at a price below state bid, but will require a waiver of competitive bidding. The latter vehicle is being purchased in a manner similar to that used for the purchase of three police patrol vehicles in February 4, 2013. Both of the vehicles in this recommendation will be purchased with funds from narcotics arrests to be used for enforcement purposes.


JEB/td
Attachment



Carol Stream Police Department

Intradepartmental Memo

TO: Joe Breinig

REVIEWED AND APPROVED BY: Kevin Orr, Chief of Police 

FROM: Commander Tom Miller

DATE: March 13, 2013

RE: Approval to purchase new SOU & Investigation Vehicles

This memo is to request a replacement vehicle for SOU and Investigations. I would recommend we buy a new 2013 Dodge Ram Quad cab pick-up truck from Thomas Dodge, 8940 W. 192nd St. Mokena, IL 60448, and a new 2013 Ford Explorer from Joe Cotton Ford, 175 W. North Ave, Carol Stream, IL 60188, and utilize funds from the 1505 seizure account. This account is set up from narcotic seizure monies that have been awarded to the village. Once the money is awarded, the monies are divided per state statute and the village's portion must be maintained in a separate bank account from all other village funds. These funds are allocated toward enforcement purposes only, and must be used for non-budgeted type items. Accounting of these items must be maintained and shown to being used for enforcement purposes. The justification for these vehicles meets with statutory requirements, and the proper use of said funds. The cost of this Dodge is \$23,607, which is state bid price and the cost of the Ford is \$25,241 which is below state bid price.

These vehicles will be replacing 691, the 1997 Ford F-150, and 200, the 2002 Chevy Impala. Due to their age and mechanical conditions, it is no longer cost effective to keep these vehicles in the police fleet. The replacement vehicles will be outfitted to accommodate all facets of the police department for special needs purposes. This will allow a wider range of use for these vehicles and benefit the entire department.

**2013 Dodge Ram 1500
Crew Heavy Service
4x4 Police Pickup**

**FREE HEMI ENGINE!
March-April Orders
June 1 or later
Delivery**

***New option availability!
5 yr/100,000 mile warranty!***

Price: \$22,997.00

STANDARD EQUIPMENT

Wheelbase: 140"
Rear box: 5.7'
Bumpers: black front & rear step
Gvwr: 6800#
Engine: 5.7L Hemi V-8, 390 HP
Trans: 6 speed automatic w/cooler
Transfer case: electronic dash control
Front axle: HD w/skid plate
Steering: power rack & pinion
Brakes: power anti-lock 4 wheel disc
Suspension: HD w/ dual stabilizers
Wheels: 17x7 steel with center cap
Tires: P265/70R17 on/off road
Electrical: 220 amp alt, 730 cca battery
Fuel tank: 32 gallon
Rear axle: 3.55 w/ anti spin
Front tow hooks: yes
Stability control: yes

Air Conditioning: front
Glass: tinted
Tilt wheel: yes
Windows: power
Locks: power w/keyless
Column shift: yes
Speed control: yes
Wipers: interval
Engine hour meter: yes
Dash: tach, full gauges, AM/FM/UCON
Mirrors: 6x9 power heated
Air bags: front & side
Lights: dome & cargo
Flooring: full vinyl
Power outlet: front
Front seats: cloth bucket, power seat
Seat covering: vinyl rear
Storage: under rear seat & floor

Included Police Special Equipment

6" Unity driver side spotlight (pillar).....Headlight wig-wag w/lead

Optional

✓ *Chrome bumpers & grill, alloy wheels \$425.00
*Block heater \$90.00
✓ *LT265/70R17E OWL off road tires \$250.00
✓ *Class IV receiver \$185.00
*Ram box cargo storage \$1150.00 w/ Hemi

*Remote start & alarm \$325.00
*CD player \$170.00
*Factory chrome tube steps \$450.00
*Factory spray on bedliner \$300.00
*Tri-fold tonneau cover \$425.00 NA w/ Ram Box



Village of Carol Stream

By acceptance of this order, the vendor agrees to comply with the regulations of the Illinois Fair Employment Practices Commission governing equal employment opportunity.

Purchase Order #: 466-2867

Date: 3/13/2013

Please mail invoices to:

Village of Carol Stream
Police Department
500 N. Gary Avenue
Carol Stream, IL 60188-1899
(630) 668-2167

This is a tax exempt transaction

Tax exempt #E9997-4509-04

To: Thomas Dodge Chrysler Jeep
9604 Indianapolis Blvd
Highland, IN 46322-

Phone: (219) 924-6100

Vendor No: 1790

Account No.:

Qty.	Description	Unit Price	Account	Total
1	Dodge Ram Pick-up Police Vehicle	23,607.00	01-466-415-047	23,607.00
			0166 4700 54415	<u>23,607.00</u>
			Order Total:	23,607.00

Comments: New SOU vehicle - 1505 Account

Department Head: 

Approval: _____ Date: _____
Administration Finance

(Original to Finance Department)

CNGP530

VEHICLE ORDER CONFIRMATION

01/15/13 12:26:30

==>

Dealer: F41095

2013 EXPLORER 4-DOOR

Page: 1 of 1

Order No: 1000 Priority: B3 Ord FIN: QP425 Order Type: 5B Price Level: 335

Ord Code: 500A Cust/Flt Name: CAROL STREAM PO Number:

		RETAIL	DLR INV		RETAIL	DLR INV
K8A	4DR AWD POLICE	\$29705	\$27996.00	68G	RR DR/LK INOP	\$35 \$30.00
	.112.6" WB			86P	FRT LMP HOUSING	125 110.00
UA	BLACK				FLEX FUEL	
9	CLTH BKTS/VNL R				SP FLT ACCT CR	(382.00)
W	BLACK INTERIOR				FUEL CHARGE	13.68
500A	EQUIP GRP				PRICED DORA	NC NC
99R	.3.7L V6 TIVCT	NC	NC		DEST AND DELIV	895 895.00
44C	.6-SPD AUTO TRAN	NC	NC	TOTAL	BASE AND OPTIONS	31560 29360.68
	FRT LICENSE BKT	NC	NC	TOTAL		31560 29360.68
18W	RR WINDOW DEL	25	22.00	*THIS IS NOT AN INVOICE*		
43D	COURTESY DISABL	20	17.00			
51R	DRV LED SPT LMP	395	345.00			
595	KEYLESS W/O PAD	260	227.00			
60R	NOISE SUPPRESS	100	87.00			
	JOB #3 ORDER					

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC015482

PLU b 0

S/P

\$25241.00

Phone (630) 384-6532
Fax (630) 384-6698



JOE COTTON
Ford
CAROL STREAM
ILLINOIS 60188

175 W. North Ave.
Route 64

KIMBERLY SCHWEPPE
Fleet Manager

schweppe@joecottonfordinc.com

Kim



Village of Carol Stream

By acceptance of this order, the vendor agrees to comply with the regulations of the Illinois Fair Employment Practices Commission governing equal employment opportunity.

Purchase Order #: 466-2866

Date: 3/13/2013

Please mail invoices to:

Village of Carol Stream
Police Department
500 N. Gary Avenue
Carol Stream, IL 60188-1899
(630) 668-2167

This is a tax exempt transaction

Tax exempt #E9997-4509-04

To: JOE COTTON FORD
175 W NORTH AVE
CAROL STREAM, IL 60188-

Phone: (630) 682-9200

Vendor No:

Account No.:

Qty.	Description	Unit Price	Account	Total
1	Ford Explorer Police Vehicle	25,241.00	01-466-415-024 01662400-54415	25,241.00
			Order Total:	25,241.00

Comments: New Investigation vehicle- 1505 Account

Department Head: 


Approval: _____ Administration _____ Finance _____ Date: _____

(Original to Finance Department)

Village of Carol Stream

Interdepartmental Memo

TO: Joe Breinig, Village Manager

FROM: Philip J. Modaff, Director of Public Works 

DATE: March 14, 2013

RE: Recommendation to Approve Amendment Number One to the Out-of-Scope Services Agreement for Repair and Rehabilitation of the #2 Primary Screw Pump and Headworks Improvement Project agreement dated November 14, 2012

In November 2012, the Village entered into an agreement with CH2MHill/OMI for the repair and rehabilitation of the WRC's primary screw pump #2 and headworks. That work is currently underway and nearing completion.

Several months ago a secondary screw pump suffered a failure which will require very similar repair and rehabilitation work currently underway on the primary screw pump which was the subject of the above referenced agreement. Given the similarity of the work and the existing agreement between the Village and CH2MHill/OMI, I have negotiated a proposed amendment of the existing agreement to execute the necessary work on the secondary screw pump.

Attached is a proposed amendment and scope-of-work from CH2MHill/OMI to perform the necessary work under the same terms and conditions as established in the November 2012 agreement. This work is not as significant as the work required to repair the primary screw pump, but will include removal, replacement and/or repair of upper and lower bearing assemblies, motor, gearbox and gear reducer. In addition, we have agreed that even though the shaft has not failed it would be appropriate to take advantage of the disassembly of the related mechanical equipment and address any needs of the shaft and housing to return them to manufacturer specifications.

CH2MHill's proposed cost is \$54,500.00 and is based upon what is apparent at this time and the intention to repair one or more components rather than replace them. However, should replacement of one or more components become the obvious choice due to higher-than-expected repair costs, staff will return to the Village Board with a request for a change order.

The failure of the secondary screw pump was unanticipated and therefore the funds for the work associated with this project would be drawn from Water/Sewer fund balance.

It is recommended that the Village Board approve Amendment Number One to the Out-of-Scope Services for Repair and Rehabilitation of the #2 Primary Screw Pump and Headworks Improvement Project agreement dated November 14, 2012, in the estimated amount of \$54,500.

Attachment

AMENDMENT No. 1
To
THE AGREEMENT
for
OUT-OF-SCOPE SERVICES FOR REPAIR AND REHABILITATION OF THE #2 PRIMARY
SCREW PUMP AND HEADWORKS IMPROVEMENT PROJECT
for the
VILLAGE OF CAROL STREAM, ILLINOIS

THIS AMENDMENT made on this _____ day of _____, 2013, to the Agreement for Out of Scope Services for Repair and Rehabilitation of the #2 Primary Screw Pump and Headwork's Improvement Project at the Carol Stream Water Reclamation Center dated November 15, 2012, between the Village of Carol Stream, Illinois (hereinafter "Owner"), whose address for any formal notice is 124 Gerzevske Lane, Carol Stream, Illinois 60188, and Operations Management International, Inc., (hereinafter "CH2M HILL OMI") whose address for any formal notice is 9189 S. Jamaica Street, Suite 400, Englewood, CO 80112.

1. The following additional out of scope services ("OOS Project") are hereby added to the Agreement for Project A:
 - 1.A. Amendment No. 1, Scope – Repair of the Secondary Screw Pump #2 OOS Project is hereby added as Exhibit 1.
 - 1.B. Work Schedule: The OOS Project shall be completed by CH2M HILL OMI within four (4) months of the date of this Amendment. The Parties acknowledge that events may arise during the course of the OOS Project that may necessitate an extension of the Work Schedule provided herein. As such, the Parties agree, by mutual agreement evidenced by a letter from the Village Director of Public Works, to extend the Work Schedule for the OOS Project by a reasonable amount of time. Approval of such an extension shall not be unreasonably denied by the Owner. .
 - 1.C. Amendment No. 1 Price: The Owner shall pay CH2M HILL OMI an estimated amount of \$54,500 for satisfactorily completing the OOS Project. The estimated cost of the Project is based on billing the Owner direct costs incurred plus a 12.5% markup. However, the Parties acknowledge that the actual cost of components to be repaired and/or replaced will not be fully know by the Parties until work on the OOS Project begins. In the event that the estimated maximum cost of the OOS Project is determined by the Parties to exceed \$54,500 after commencement of the OSS Project, the maximum Amendment price may be adjusted by the Parties by change order. CH2M HILL OMI shall not be obligated to perform any work necessitating an increase in the maximum contract price until such time as the change order is executed by an authorized representative of the Owner.

1.D. Payment Terms: The payment terms shall be pursuant to Section 6.2 of the Operations Agreement dated April 20, 2011. A payment of 50% of the total estimated non-labor combined costs shall be due upon acceptance of this Amendment by the Owner. The remaining balance shall be made by the Owner upon completion of the OSS Project.

- 1.E. Purchases: See Agreement Section 7.
- 1.F. Manufacturer's Warranties: See Agreement Section 8.
- 1.G. Installation Warranty: See Agreement Section 9.
- 1.H. Change Orders: See Agreement Section 10.
- 1.I. Subcontractors: See Agreement Section 11.

All other terms and conditions remain in effect in accordance with the Agreement referenced in this Amendment.

Both parties indicate their approval of this Amendment by their signatures below.

Authorized signature:

Authorized signature:

Name: Natalie Eldredge
Title: Vice President

Name: Frank Saverino
Title: Mayor

OPERATIONS MANAGEMENT
INTERNATIONAL, INC.

VILLAGE OF CAROL STREAM

Date: _____

Name: Beth Melody
Title: Village Clerk

Date: _____

EXHIBIT 1

Amendment No. 1, Repair of the Secondary Screw Pump #2 OOS Project

General Description:

CH2M HILL OMI to provide additional out of scope services relating to the repair of the Secondary Screw Pump at the Carol Stream Waster Reclamation Center. All work is to be provided by CH2M HILL OMI subcontractors, with oversight by CH2M HILL OMI.

Descriptions:


1. Removal and replacement of the upper shaft and bearing assembly.
2. Removal, overhaul, and reinstall of gearbox and motor.
3. Lower shaft and bearing removal, repair, and reinstall.
4. Use a crane to remove the motor, gearbox, upper bearing assembly and shaft. Pick up motor and gearbox for inspection and overhaul. Siemens motor will be overhauled and cleaned.
5. Furnish and install new bearings in motor, dynamically balance rotor and test, and paint.
6. Gear reducer to be disassembled and inspected for condition of parts.
7. Remove input shaft pulley and bushings install new pulley (to be supplied by CH2M HILL OMI).
8. Measure journal and housing fits and record.
9. Reducer to be sandblasted and all parts cleaned.
10. Furnish and install three (3) sets of new bearings (-cones and cups-).
11. Furnish and install new seals and backstop assembly.
12. Assemble gear reducer and test run with motor in shop and record all test data and vibration.
13. Lower bearing assembly to be removed by CH2MHILLOMI staff and sent to a machine shop for repair.
14. The machine shop will weld score marks on shaft and re-cut on lathe back to manufacturer specs. The machine shop will also re-sleeve housing if not within manufacturer specs install new bronze bushing on shaft (bushing to be supplied by CH2MHILL OMI). Clean, paint, and install when machine shop delivers repaired unit. Order new upper shaft and bearing assembly.
15. When all upper parts arrive on site motor, gearbox, upper assembly equipment will install all parts in reverse order and test operation.

AGENDA ITEM

G-6 3-18-13

Village of Carol Stream INTER-DEPARTMENTAL MEMO

TO: Mayor and Trustees

FROM: Joseph E. Breinig, Village Manager 

DATE: March 15, 2013

RE: Prosecutions

Previously staff received direction to interview attorneys for the local prosecution of traffic offenses. The accompanying materials from the Police Department provide an overview of the process used for the recommendation of Moore-DiGiovanni, LLC for these prosecutions. As staff reviewed submittals and interviewed firms, it became evident that some synergy could be realized if all prosecutions were handled by one party. Staff is recommending the appointment of Moore-DiGiovanni, LLC as Village Prosecutor. Michelle Moore will be the attorney primarily assigned to our cases. Ms. Moore will be present at the March 18 Village Board Meeting.

JEB/td
Attachments

ARTICLE 6: VILLAGE PROSECUTOR

Section

2-6-1 Employment of Village Prosecutor

2-6-2 Compensation

2-6-3 Duties

§ 2-6-1 EMPLOYMENT OF VILLAGE PROSECUTOR.

The corporate authorities shall employ an attorney or firm of attorneys as the Village Prosecutor for the village, either as an officer or as an independent contractor.

§ 2-6-2 COMPENSATION.


The Village Prosecutor shall receive such compensation as may, from time to time, be provided by contract, motion or ordinance.

§ 2-6-3 DUTIES.

(A) The Village Prosecutor shall prosecute all ordinance violations of the village unless the corporate authorities shall assign the prosecution of certain cases to some other attorney.

(B) The Village Prosecutor shall notify the Village Attorney of any notice of appeal served in connection with the imposition of any fine or other penalty for a violation of a village ordinance. The Village Attorney shall, when directed and upon such financial arrangement as shall prevail, represent the village in such appeal.

Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager
FROM: Chief Kevin Orr 
DATE: March 12, 2013
RE: Recommendation for Village Prosecutor

The Police Department sent out Request For Qualifications (RFQ) to prospective attorneys who could serve as Village Prosecutor on November 26, 2012. The RFQs were due back by December 10, 2012. We received six submissions. Those who submitted included William Worobec, John Fiotti, Michelle Moore of Moore-DiGiovanni, LLC, Harry Smith, Joe Solin and James Steed. Two were submitted after the deadline, Ilene Schiavone and Scott Marquardt. The late submissions were not opened or reviewed.

Deputy Chief Ed Sailer and I reviewed the RFQ submissions and recommended that William Worobec and Moore-DiGiovanni, LLC be interviewed for the position. The recommendation was based on experience, cost, quality of submission and potential conflicts of interest.

Interviews were conducted on January 15, 2013. The interview panel consisted of you, Deputy Chief Sailer and me. Based on the interviews, both firms were impressive, however, the panel was more comfortable with Moore-DiGiovanni, LLC. Moore-DiGiovanni, LLC had more experience as Village Prosecutors and had a specific back up attorney plan. Moore-DiGiovanni, LLC related they would be available by phone for our officers, provide law update and testimony training and would meet regularly with Command personnel to discuss any issues that may arise. Moore-DiGiovanni, LLC also have specific attorneys on staff that would appear in court if Ms. Moore, who would be our primary attorney, is unavailable. Moore-DiGiovanni, LLC, when asked, stated they could prosecute not only traffic offenses but also all our ordinance violations.

Moore-DiGiovanni, LLC quoted a flat rate and hourly rate for Village prosecutions. The hourly rate would be \$135.00 per hour court time and \$100.00 per hour for office time, which includes preparation, phone calls, document drafting and conferences with officers. There would also be an \$800.00 per week cap under the hourly rate. The flat rate was quoted at \$41,600.00 per year. I would recommend the Village accept the flat rate because of ease of billing, and the fact that we would not incur additional fees for law update training, testimony training and office time. Moore-DiGiovanni, LLC's quoted rates are less than all other submissions except for Mr. Worobec whose rate was \$115.00 per hour for traffic prosecution only.

Deputy Chief Sailer spoke with Moore-DiGiovanni, LLC's references. The references included other police departments, Circuit Court Judges, State Appellate Justices, attorneys and a DuPage County Board member. Each reference spoke highly of Moore-DiGiovanni, LLC and enthusiastically recommended them.

Based on the interview process and reference check, I recommend the Village enter into a one year contract, which is attached, with Moore-DiGiovanni, LLC to serve as Village Prosecutor. I also recommend that the Village discontinue its relationship with our current Village Prosecutor, Jim Moroni. Mr. Moroni was made aware of this recommendation.

LEGAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of the 18th day of March, 2013, by and between THE VILLAGE OF CAROL STREAM, an Illinois municipal corporation (hereinafter referred to as "the VILLAGE") and MOORE-DIGIOVANNI, L.L.C., an Illinois limited liability corporation (hereinafter referred to as "the ATTORNEYS").

WHEREAS, the VILLAGE desires to engage the ATTORNEYS to furnish certain professional services in connection with the prosecution of Local Ordinance & Illinois Vehicle Code violations (exclusive of Driving Under the Influence charges brought pursuant to municipal ordinance), as adopted by local ordinance 8-1(hereinafter referred to as "OV/TR PROSECUTIONS"); and

WHEREAS, the ATTORNEYS represent that they are in compliance with Illinois Statutes relating to professional registration of attorneys and have the necessary expertise and experience to furnish such services upon the terms and conditions as set forth herein below.

NOW, THEREFORE, it is hereby agreed by and between the VILLAGE and the ATTORNEYS that the VILLAGE does hereby retain the ATTORNEYS for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged to perform the services relating to OV/TR PROSECUTIONS as described herein, subject to the following terms, conditions and stipulations, to wit:

I. SCOPE OF SERVICES

- A. All work hereunder shall be performed under the direction of the CHIEF OF POLICE, KEVIN ORR, his designee, or such other designee selected by the VILLAGE BOARD.
- B. The ATTORNEYS shall provide all necessary services to represent the VILLAGE as the VILLAGE's attorney in the prosecution of all local ordinance violations of the Illinois Vehicle Code, exclusive of those violations related to Driving Under the Influence. Representation by the ATTORNEYS of the VILLAGE will include all aspects of OV/TR PROSECUTIONS including, but not limited to, pre-trial proceedings, discovery, plea negotiations, trials and appeals.
- C. The ATTORNEYS shall also provide training sessions to the Carol Stream Police Department, as needed and at the request of the Chief of Police, or his designee, to address any issues with enforcement of the local ordinance OV/TR PROSECUTIONS, detection and apprehension of offenders, preparation of reports, courtroom presentation, and most recent case-law updates effecting same.
- D. Attorney Michelle L. Moore will serve as the primary prosecuting ATTORNEY for the Village, pursuant to this Agreement. Attorney Kim M. DiGiovanni will fulfill all responsibilities in the event of Ms. Moore's absence

or inability. The ATTORNEYS shall have the discretion to employ the services of affiliated-associate attorneys, as needed, in furtherance of the OV/TR PROSECUTIONS, only in the event of an emergency in which Ms. Moore and Ms. DiGiovanni are unable to appear in court. No affiliated-associate attorneys shall provide in-court services on a regular or continuing basis without the prior approval of the CHIEF OF POLICE, KEVIN ORR, or his designee.

- E. In the provision of OV/TR PROSECUTIONS services under this Agreement, the ATTORNEYS shall endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by attorneys practicing under similar circumstances.

II. TERM

The term of this Agreement shall commence on May 1, 2013, and subject to the termination procedure set forth below, shall continue until April 30, 2014.

III. PAYMENTS TO THE ATTORNEYS

- A. As compensation to the ATTORNEYS for the OV/TR PROSECUTION services to be provided pursuant to this Agreement, the VILLAGE shall pay to the ATTORNEYS a flat fee of Eight Hundred Dollars (\$800.00) per week, not to exceed a total of Forty-One Thousand, Six Hundred Dollars (\$41,600.00) per year.
- B. The VILLAGE shall reimburse the ATTORNEYS for any actual out-of-pocket costs incurred in the facilitation of OV/TR PROSECUTIONS services, such as for preparation of form orders, filing fees, or service fees, and the like, upon presentation of proof of payment for same.
- C. The VILLAGE shall make monthly payments to the ATTORNEYS during the term of this Agreement, upon receipt and approval of an invoice for services rendered and costs incurred.

IV. INVOICES

- A. The ATTORNEYS shall submit monthly invoices in a format approved by the VILLAGE.
- B. The ATTORNEYS shall maintain records showing actual time devoted and costs incurred for each monthly billing period. The ATTORNEYS shall permit the authorized representative of the VILLAGE to inspect and audit all data and records of the ATTORNEYS for work performed under this Agreement. The ATTORNEYS shall make these records available at reasonable times during the Agreement period and for one (1) year after termination of this Agreement.

V. CONFIDENTIAL INFORMATION

All confidential communications between the VILLAGE and the ATTORNEYS, whether oral or written, and all documentation whether prepared by the ATTORNEYS or the VILLAGE shall be, to the full extent permitted by law, considered to be an attorney-client privileged communication and shall not be disclosed except upon the written consent of the CHIEF OF POLICE, KEVIN ORR.

VI. CONFLICTS OF INTEREST

In the event the ATTORNEYS must withdraw from the prosecution of an OV/TR PROSECUTIONS case due to a conflict of interest, the ATTORNEYS shall be authorized to amend any OV/TR citation to allege an offense against the People of the State of Illinois, and refer further prosecution of same to the Office of the State's Attorney of DuPage County, and shall notify the CHIEF OF POLICE, KEVIN ORR, in writing of said conflict of interest within ten (10) days of the ATTORNEYS becoming aware of said conflict.

VII. TERMINATION OF AGREEMENT

Notwithstanding any other provision hereof, the VILLAGE may terminate this Agreement at any time upon ninety (90) days prior written notice to the ATTORNEYS. In the event that this Agreement is so terminated, the ATTORNEYS shall be paid for services actually performed and reimbursable expenses actually incurred prior to termination, except that reimbursement shall not exceed amounts set forth under Paragraph III, above.

VIII. BREACH OF CONTRACT

If either party violates or breaches any term of this Agreement, such violation or breach shall be deemed to constitute a default, and the other party has the right to seek such administrative, contractual or legal remedies as may be suitable to the violation of breach; and, in addition, if either party, by reason of any default, fails within fifteen (15) days after notice thereof by the other party to comply with the conditions of the Agreement, the other party may terminate this Agreement. Notwithstanding the foregoing, or anything else to the contrary in this Agreement, with the sole exception of an action to recover the monies the VILLAGE has agreed to pay to the ATTORNEYS pursuant to Paragraph III hereof, no action shall be commenced by the ATTORNEYS against the VILLAGE for monetary damages. The ATTORNEYS hereby further waive any and all claims or rights to interest on money claimed to be due pursuant to this Agreement, and waives any and all such rights to interest which it claims it may otherwise be entitled pursuant to law, including, but not limited to, the Local Government Prompt Payment Act (50 ILCS 501/1, *et seq.*), as amended, or the Illinois Interest Act (815 ILCS 205/1, *et seq.*), as amended. The parties hereto further agree that any action by the ATTORNEYS arising out of this Agreement must be filed within one year of the date the alleged cause of action arose or the

same will be time-barred. The provisions of this paragraph shall survive any expiration, completion and/or termination of this Agreement.

IX. INDEMNIFICATION

To the fullest extent permitted by law, the ATTORNEYS agree to and shall indemnify and hold harmless the VILLAGE, its officers, employees, agents, boards and commissions from and against any and all claims, suits, judgments, costs, attorneys fees, damages or other relief, including, but not limited to, worker's compensation claims, in any way resulting from or arising out of a breach of this Agreement by the ATTORNEYS and/or negligent actions or omissions of the ATTORNEYS in connection herewith, including negligence or omissions of the attorneys, members, employees or agents of the ATTORNEYS arising out of the performance of this Agreement. The provisions of this paragraph shall survive any expiration, completion and/or termination of this Agreement.

X. NO PERSONAL LIABILITY

No official, director, officer, agent or employee of the VILLAGE shall be charged personally or held contractually liable under any term of provision of this Agreement or because of their execution, approval or attempted execution of this Agreement.

XI. INSURANCE

The ATTORNEYS and each of the individual attorneys performing services pursuant to this Agreement shall purchase and maintain during the term of this Agreement insurance coverage which will satisfactorily insure the ATTORNEYS, the individual attorneys, and, where appropriate, the VILLAGE against claims and liabilities which arise out of the work of OV/TR PROSECUTIONS. Such insurance shall be issued by companies authorized to do business in the State of Illinois and approved by the VILLAGE. The insurance coverages shall include, but not necessarily be limited to, professional liability insurance with limits of not less than \$1,000,000.00 per claim covering the ATTORNEYS and the individual attorneys providing services pursuant to this Agreement against all sums which the ATTORNEYS may become obligated to pay on account of any liability arising out of the performance of the professional services for the VILLAGE under this Agreement when caused by any negligent act, error, or omission of the ATTORNEYS or any of the individual attorneys, or others for which whose actions the ATTORNEYS are legally liable. The professional liability insurance shall remain in full force for a period of not less than four (4) years after the completion of the services to be performed by the ATTORNEYS under this Agreement.

XII. NONDISCRIMINATION

In all hiring or employment made possible or resulting from this Agreement, there shall be no discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status, of the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to, but not be limited to, the following: employment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status or the presence of any sensory, mental or physical handicap. Any violation of this provision shall be considered a violation of a material provision of this Agreement and shall be grounds for cancellation, termination or suspension, in whole or in part, of the Agreement by the City.

XIII. ASSIGNMENT

Neither this Agreement, nor any part, right or interest hereof, may be assigned to any other person, firm or corporation.

XIV. NO CO-PARTNERSHIP OR AGENCY; INDEPENDENT CONTRACTOR RELATIONSHIP ESTABLISHED

This Agreement shall not be construed so as to create a partnership, joint venture, employment or other agency relationship between the parties hereto. The parties intend that this Agreement shall be construed as establishing an independent contractor relationship between the ATTORNEYS and the VILLAGE.

XV. SEVERABILITY

The parties intend and agree that, if any paragraph, sub-paragraph, phrase, clause or other provision of this Agreement, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions of this Agreement shall remain in full force and effect.

XVI. HEADINGS

The headings of the several paragraphs of this Agreement are inserted only as a matter of convenience and for reference and in no way are they intended to define, limit, or describe the scope of intent of any provision of this Agreement, nor shall they be construed to effect in any manner the terms and provisions hereof or the interpretation or construction thereof.

XVII. MODIFICATION OR AMENDMENT

This Agreement constitutes the entire Agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended except by written amendment duly executed by the parties. Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in writing herein or in a duly executed amendment hereof, or change order as herein provided.

XVIII. APPLICABLE LAW

This Agreement shall be deemed to have been made in, and shall be construed in accordance with the laws of the State of Illinois. Venue for resolution of any disputes or the enforcement of any rights pursuant to this Agreement shall be in the Circuit Court of the Eighteenth Judicial Circuit Court, DuPage County, Illinois.

XIX. WAIVER

Any failure of either the VILLAGE or the ATTORNEYS to strictly enforce any term, right, or condition of this Agreement shall not be construed as a waiver of such term, right, or condition.

XX. NEWS RELEASES

The ATTORNEYS shall not issue any news releases nor make statements to the media without prior approval from the CHIEF OF POLICE, KEVIN ORR, or his designee.

XXI. INTERFERENCE WITH PUBLIC CONTRACTING

The ATTORNEYS certify hereby that they are not barred from submitting a proposal on this Agreement as a result of a violation of 720 ILCS 5/33E, et seq. or any similar state or federal statute regarding bid rigging.

XXII. SEXUAL HARASSMENT

As a condition of this contract, the ATTORNEYS shall have written sexual harassment policies that include, at a minimum, the following information:

- A. the illegality of sexual harassment;
- B. the definition of sexual harassment under state law;
- C. a description of sexual harassment, utilizing examples;

- D. the vendor's internal complaint process including penalties;
- E. the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights, and the Illinois Human Rights Commission;
- F. directions on how to contact the department and commission;
- G. protection against retaliation as provided by Section 6-101 of the Human Rights Act.

A copy of the policies shall be provided by the ATTORNEYS to the Department of Human Rights upon request, pursuant to 775 ILCS 5/2-105.

XXIII. SUBCONTRACT

No portion of the work to be provided by the ATTORNEYS shall be subcontracted without the prior written approval of the CHIEF OF POLICE, KEVIN ORR, or his designee.

XXIV. FREEDOM OF INFORMATION ACT

The ATTORNEYS shall, within twenty-four hours of the VILLAGES's request, provide any documents in the ATTORNEYS' possession related to the Agreement which the VILLAGE is or becomes required to disclose to a requestor under the Illinois Freedom of Information Act.

XXV. NOTICES

All notices, reports and documents required under this Agreement shall be in writing and shall be mailed by First Class Mail, postage prepaid, or by e-mail, addressed as follows:

- A. As to the VILLAGE:

Kevin Orr
Chief Of Police
500 N. Gary Avenue
Carol Stream, Illinois 60188
e-mail: korr@carolstream.org

- B. As to the ATTORNEYS:

Michelle L. Moore
Kim M. DiGiovanni
MOORE-DIGIOVANNI, L.L.C.
400 S. County Farm Road
Suite 300

Wheaton, Illinois 60187
e-mail: michelle@mooredigiovanni.com
e-mail: kim@mooredigiovanni.com

XXVI. COMPLIANCE WITH LAWS

Notwithstanding any other provision of this Agreement, it is expressly agreed and understood that in connection with the performance of this Agreement that the ATTORNEYS shall comply with all applicable federal, state, city and other requirements of law.

XXVII. EXECUTION IN COUNTER-PARTS

This Agreement may be executed in counter-parts. Signatures transmitted by facsimile or email shall have the same legal effect as original signatures.

IN WITNESS WHEREOF, the parties hereto have entered into and executed this agreement effective as of the _____ day of _____, 2013.

VILLAGE OF CAROL STREAM:

MOORE-DIGIOVANNI, L.L.C.:

Frank Saverino Sr., Mayor

Michelle L. Moore - Member

Kim M. DiGiovanni - Member

Vendor Payment Summary
Moroni Law Offices

Check #	Check Date	Warrant	Amount	
28023	01/19/2010	D011910	2,155.00	
28128	02/16/2010	D021610	2,425.00	
28222	03/15/2010	D031510	2,585.00	
28283	04/05/2010	D040510	3,115.00	
28478	05/17/2010	D0517FY	2,625.00	
28631	06/21/2010	D0621FY	1,985.00	
28724	07/06/2010	D070610	2,810.00	
28882	08/16/2010	D081610	2,390.00	
28967	09/07/2010	D090710	2,180.00	
29137	10/18/2010	D101810	2,475.00	
29246	11/15/2010	D111510	2,420.00	
29353	12/20/2010	D122010	2,355.00	
	Total - 2010			29,520.00
29444	01/18/2011	D011811	2,525.00	
29572	02/22/2011	D022211	2,365.00	
29658	03/21/2011	D032111	2,390.00	
29725	04/18/2011	D041811	2,145.00	
29826	05/16/2011	D0516FY	2,230.00	
29975	06/20/2011	D0620FY	2,605.00	
30123	07/18/2011	D071811	2,300.00	
30246	08/15/2011	D081511	2,290.00	
30341	09/06/2011	D090611	2,260.00	
30474	10/03/2011	D100311	2,550.00	
30688	11/21/2011	D112111	2,260.00	
30737	12/05/2011	D120511	2,150.00	
	Total - 2011			28,070.00
30886	01/16/2012	D011612	2,405.00	
30961	02/06/2012	D020612	2,270.00	
31109	03/19/2012	D031912	2,355.00	
31226	04/16/2012	D041612	2,090.00	
31307	05/07/2012	FYD0507	2,250.00	
31529	06/18/2012	FY0618	1,675.00	
31694	07/16/2012	D071612	2,825.00	
31878	08/20/2012	D082012	2,340.00	
32037	09/17/2012	D091712	1,980.00	
32189	10/15/2012	D101512	2,520.00	
32276	11/05/2012	D110512	2,570.00	
32441	12/17/2012	D121712	2,310.00	
	Total - 2012			27,590.00

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

TO: Joe Breinig, Village Manager
FROM: Caryl Rebholz, Employee Relations Director *CR*
DATE: March 12, 2013
RE: **Board of Fire & Police Rules and Regulations**

Attached are the Rules and Regulations of the Board of Fire & Police Commissioners as amended on March 11, 2013. The amendments, which are described in greater detail below, incorporate recommendations made by both the Board of Fire & Police attorney as well as Police Administration.

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 II, Section 2: Age Requirements

The following language has been added to this section: "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."

Chapter III, Section C2a: Veteran's Preference Points

Language has been added to clarify that the preference points are for applicants who have served in the active military of naval services of the United States. In addition, the following language has been added: "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).

Chapter III, Section K: Accelerated Entry

This language has been eliminated.

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 an Illinois body politic and corporate; and

WHEREAS, the Village of Carol Stream is authorized to enact this Ordinance pursuant to its powers as a home rule unit; and

WHEREAS, the Village Board hereby find and determine that it is in the best interest of the people of the Village of Carol Stream to provide rules and regulations for the operation of the Board of Fire and Police Commissioners;

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. There are hereby-adopted rules for the governing and operation of the Board of Fire and Police Commissioners, in the form attached hereto and incorporated herein.

Section 2. If any provision of the rules 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 the rules shall govern.

Section 3. This ordinance shall be in full force and effect beginning May 1, 2013 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 18TH DAY OF March 2013.

AYES:

NAYS:

ABSENT:

Frank Saverino, Mayor

ATTEST:

Beth Melody, Village Clerk

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

**VILLAGE OF CAROL STREAM
STATE OF ILLINOIS**

Adopted March 11, 2013
Effective May 1, 2013

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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 BPFPC Act"), and from the Code of Ordinances of the Village of Carol Stream, adopted pursuant to its home rule powers. The BOFPC Act, as modified by any collective bargaining agreement involving sworn members of the Police Department (hereinafter, "CBA") between the Village of Carol Stream and any employee union representing sworn officers (hereinafter, "the Union"), is the basis for the Board's rules and regulations. 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, if consistent with a CBA, 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 law.

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) Reading 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 amendments shall forthwith be printed and distributed to each officer and to the Village Clerk

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

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. VISION AND HEARING REQUIREMENTS

Applicants for the position of Police Officer must have at least 20/100 vision in each eye, correctable to 20/20, and shall not be color blind. Applicants shall have normal hearing.

Section 4. SPECIAL QUALIFICATIONS

If the position requires special qualifications, the Board may require that evidence of special training or practical experience must accompany the application for examination.

Section 5. APPLICATION FORMS

The Board shall furnish application packets for positions on the Police Department.

The packet shall contain information about the testing and selection process, the expected duration of the process and information about the ability to reapply for future examinations if the candidate is disqualified.

Section 6. FILING OF APPLICATIONS

Applications for the Police Department shall be addressed to the Board and filed with the Secretary. All applications shall be completed in the handwriting 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.

Section 7. 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.

Section 8. NOTICE OF ACCEPTANCE

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

Section 9. 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 10. POLYGRAPH EXAMINATION

Any applicant for an original position or for promotion with the Police Department of the Village of Carol Stream may 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 such test shall disqualify him/her from further consideration for appointment.

Section 11. PSYCHOLOGICAL EXAMINATION

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 12. PHYSICAL AND MEDICAL 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.

Section 13. 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 unable to perform the essential core duties of the position to which he or she seeks appointment, as set forth in the notice of position of position availability;
- (c) is addicted to the habitual use of narcotics or intoxicating beverages, or is found to have taken or sold an illegal drug identified as a Schedule I, II or III controlled substance in the Illinois Compiled Statutes;
- (d) 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;
- (e) has been dismissed from any public service for a good cause;
- (f) has practiced or has attempted to practice any deception or fraud in his or her application or who has untruthfully answered questions during the application process;
- (g) may be found to be disqualified in personal qualifications or health;
- (h) has unsatisfactory character and employment references;
- (i) does not possess a high school education or its equivalent.
- (j) 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.

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.

Section 14. 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 15. BACKGROUND INVESTIGATION

The police department will conduct a background investigation. Qualifying credentials will be verified, a review of any criminal records will be performed and verification of at least three personal references. A home interview shall be conducted.

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.

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. 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>Passing Grade</u>
written examination w/ oral boards	minimum passing score set at orientation meeting
polygraph examination*	
credit, moral, and other background investigation	pass/fail
oral interview	pass/fail
physical agility test*	pass/fail
psychological examination / physical 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.

(preference points are awarded if requested and appropriate.)

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 candidate'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. Candidates 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 Commissioners 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 candidates in the order of their relative excellence as determined by the written examination without reference to priority of time of examination.

Accelerated Entry candidates, as provided for in Section K (hereafter), shall be placed at the top of the register in the order in which their application was found to conform with the required criteria.

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 candidates and subject to the claims for preference points as provided hereunder. Candidates 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 candidate 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.

(a) 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).

(b) 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.

(c) 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

Candidates, on notification of a pending appointment, 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 candidate prior to the actual examination. The polygraph examiner will be a licensed polygraph examiner designated by the Board.

If the candidate fails the polygraph test (deception was detected by the examiner), the candidate may be disqualified. Any admission made to the polygraph examiner during pre-test, test, or post-test interviews cannot be used solely to disqualify a candidate. 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, then reviewed by the Board of Fire & Police Commissioners for determination.

E. PSYCHOLOGICAL EXAMINATION

Upon notification of a pending appointment, candidates shall submit themselves for "Psychological Examination" by a licensed psychologist designated by the Board. Failure to pass this examination shall eliminate the candidate's name from the "Eligible Register" and any further consideration.

F. ORAL EXAMINATION OR INTERVIEW

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 candidate that will enable the Commissioners to properly evaluate and grade the candidate 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 candidate's ability using the traits listed in Section 2 above. Each Commissioner will then grade the candidate on a pass/fail basis. The Commissioners will determine the pass/fail status of each candidate. Candidates who fail are automatically eliminated from all further consideration.

G. 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 candidate'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.

H. MEDICAL EXAMINATION

Candidates, upon notification of a conditional offer of employment, shall submit themselves for a complete medical examination by a licensed physician designated by the Board.

Failure to pass this examination shall eliminate the candidate's name from the "Eligible Register" and any further consideration.

I. 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 candidate from the Eligibility Register.

J. 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. In no case shall a probationer be discharged except by Board action. 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 before making a decision regarding permanent appointment. The probationer may be discharged by the Board at any time during the twenty-five (25) month probationary period with or without an appearance before the Board. Final certification of probationary Police Officers shall be subject to successful completion of the Basic Training Course, as mandated by the State of Illinois.

K. RECORDS

The Fire and Police Commission will maintain records of all candidates 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 candidate 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.)	<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 (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 Board's 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 AMENDING RESOLUTION NO. 2161
CREATING A LOCAL YOUTH COUNCIL
AND
APPOINTING NEW MEMBERS TO THE LOCAL YOUTH COUNCIL**

WHEREAS, Resolution No. 2161 adopted on November 7, 2005, created a local Youth Council consisting of five (5) members; and

WHEREAS, Resolution No. 2169, adopted February 6, 2006, amended Resolution No. 2161 to allow a local Youth Council of not less than five (5) nor more than ten (10) members; and

WHEREAS, expansion of the Youth Council to afford opportunities for greater participation by youth in the community is being recommended; and

WHEREAS, the Mayor and Board of Trustees are desirous of increased opportunities for youth involvement; and

WHEREAS, the names of two (2) Carol Stream residents between fourteen (14) and nineteen (19) years of age have been recommended for appointment to the local Youth Council; and

WHEREAS, one member of the Youth Council, Maria Calkins will no longer be serving on the Council and five (5) current Youth Council Members' terms have expired and it is recommended that these five members be re-appointed for another two-year term; and

WHEREAS, the Mayor and Board of Trustees upon review of the names provided concur with the recommendation.

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: Section 5 of Resolution No. 2161 is hereby amended to read "The Youth Council shall consist of not less than 5 nor more than **15** Carol Stream residents between 14-19 years of age who shall be selected by majority vote of the Village Board of Trustees".

SECTION 2: **Janki Patel** - **Glenbard North High School**
 Shaun Bueno - **Glenbard North High School**

are hereby appointed to the local Youth Council.

SECTION 3: The following five (5) members are hereby reappointed for a two-year term:

Mike Consalvo
Matt Czarnecki
Katelyn Foehner
Colin McCarthy
Joe Tucek

SECTION 4: With the appointment of two new council members, one member leaving, four current members and the reappointment of five members, the Youth Council shall now have a total number of eleven (11) members as indicated below:

Shaun Bueno	Katelyn Foehner
Brianna Consalvo	Evan Gebhardt
Mike Consalvo	Colin McCarthy
Matt Czarnecki	Janki Patel
Carline Dayon	Joe Tucek
Sammy Dayon	

SECTION 3: Maria Calkins is hereby thanked for her service to the community.

SECTION 4: This Resolution shall be in full force and effect from and after its approval as provided by law.

PASSED AND APPROVED THIS 18th DAY OF MARCH 2013.

AYES:

NAYS:

ABSTAIN:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

AGENDA ITEM

I-2 3-18-13

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 hereinafter described; and

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

WHEREAS, it has been determined by the Mayor and Board of Trustees of the Village of Carol Stream to declare and 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 POWERS, as follows:

SECTION 1: That the Mayor and Board of Trustees of the Village of Carol Stream find that the following personal property from the Police Department:

1. 18 Crown Victoria rear window bars
2. 9 Crown Victoria center consoles
3. 4 laptop computer stands
4. 9 Crown Victoria prisoner partitions
5. 16 Federal Signal strobe power modules
6. 1 Vector light bar
7. 2 Street Hawk light bars
8. 20 Coban Top Cam units

and

- | | | |
|----|--------------------------|-------------------|
| 1. | 2006 Honda Civic | 1HGFA16886L088105 |
| 2. | 2007 Ford Crown Victoria | 2FAHP71V38X112716 |
| 3. | 2007 Ford Crown Victoria | 2FAHP71V58X112717 |
| 4. | 2007 Ford Crown Victoria | 2FAHP71V58X112720 |
| 5. | 2007 Ford Crown Victoria | 2FAHP71V78X112721 |
| 6. | 2005 Chevrolet Tahoe | 1GNEC13Z85R236564 |
| 7. | 2007 Ford Crown Victoria | 2FAHP71V98X112719 |

- | | | |
|-----|-------------------------|-------------------|
| 8. | 1997 Ford F-150 pick-up | 1FTEF17L4VLB81457 |
| 9. | 2004 Chevrolet Impala | 2G1WF55K449420297 |
| 10. | 2004 Chevrolet Impala | 2G1WF52K849407587 |

now owned by the Village of Carol Stream, is no longer useful and authorize its disposal per the attached memorandums dated March 6, 2013 and March 13, 2013.

SECTION 2: That the Mayor and Board of Trustees of the Village of Carol Stream also find that the following personal property from the Public Works Department:

1. Unit #543 - 1985 Centerville Trailer Serial # 1C9TT1412F1193276
2. Bil-Jax Portable Stage and Accessories

now owned by the Village of Carol Stream, is no longer useful and authorize its donation to the Carol Stream Park District per the attached memorandum dated March 13, 2013; and

1. Unit #32 - 2004 Ford F-350 Pickup Truck #1FTSF31P04EB51630

now owned by the Village of Carol Stream, is no longer useful and will be sold at auction.

SECTION 3: 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 18th DAY OF MARCH 2013.

AYES:

NAYS:


ABSTAIN:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager
FROM: Chief Kevin Orr 
DATE: March 6, 2013
RE: The police department requests that the Village Board declare the below items surplus so that they may be scrapped, sold or destroyed.

The below listed items are equipment for Ford Crown Victoria squad cars that have been replaced. Since Ford no longer makes Crown Victoria squad cars, the items have no useful purpose to the police department. I request the Village Board declare these items surplus so they may be scrapped, sold or destroyed.

1. 18 Crown Victoria rear window bars
2. 9 Crown Victoria center consoles
3. 4 laptop computer stands
4. 9 Crown Victoria prisoner partitions
5. 16 Federal Signal strobe power modules
6. 1 Vector light bar
7. 2 Street Hawk light bars
8. 20 Coban Top Cam units

Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager

**REVIEWED AND
APPROVED BY:**

Chief Kevin Orr



FROM: Sgt. Glenn Harker

DATE: 3/13/2013

RE: Surplus vehicles for auction

*Request to declare one seized vehicles awarded to Village and nine
squad cars/SOU investigations vehicles as surplus for sale via the
America's Auto Auction INC.*

The seized vehicle below has been awarded to the Village via seizure laws of the Illinois Compiled Statutes. Vehicles two thru ten listed are Police squads and or SOU/Investigations vehicles. I would like the vehicles declared as surplus so they can go to auction.

1)	2006 Honda Civic	1HGFA16886L088105
2)	2007 Ford Crown Victoria	2FAHP71V38X112716
3)	2007 Ford Crown Victoria	2FAHP71V58X112717
4)	2007 Ford Crown Victoria	2FAHP71V58X112720
5)	2007 Ford Crown Victoria	2FAHP71V78X112721
6)	2005 Chevrolet Tahoe	1GNEC13Z85R236564
7)	2007 Ford Crown Victoria	2FAHP71V98X112719
8)	1997 Ford F-150 pick-up	1FTEF17L4VLB81457
9)	2004 Chevrolet Impala	2G1WF55K449420297
10)	2004 Chevrolet Impala	2G1WF52K849407587

Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: Matthew R York, Assistant Director of Public Works *MRY*
DATE: March 13, 2013
RE: Surplus Equipment for Sale or Scrap

The Public Works Department has identified the following item to be declared surplus and will be donated to the Carol Stream Park District. If the Village could use these pieces of equipment in the future, the Park District will not willfully deny the request, if the equipment is not in use.

Unit #543 Centerville Trailer – Model Tagalong Serial #: 1C9TT1412F1193276
This trailer is used to haul the Bil-Jax Stage and its accessories.

Bil-Jax Stage and Accessories

This stage was purchased for use at the Town Center. There are 24 – 4'x4' stage pieces, the removable legs, 2 dollies, and 2 stairs.

The Public Works Department has identified the following item to be declared surplus and will be sold at auction.

Unit #32 2004 Ford F350 Pickup Truck Serial #: 1FTSF31P04EB51630

Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager

FROM: Matthew R York, Assistant Director of Public Works *MR*

C: Philip J. Modaff, Director of Public Works

DATE: March 11, 2013

RE: Illinois Public Works Mutual Aid Network (IPWMAN) Agreement

In late 2003, the County's Office of Emergency Management began discussions with municipalities and townships to develop a mutual aid system to function during public works emergencies and disasters. In 2004, the Village of Carol Stream signed the agreement to become a member of Public Works Mutual Aid (PWMA) in DuPage County. At the time, PWMA was the only voluntary based mutual aid program in the area, and one of the few systems in the United States.

In 2007, the Illinois Public Works Mutual Aid Network (IPWMAN) was created. It is a State-wide organization that is working with municipal organizations throughout the state. IPWMAN provides a formalized system for government agencies to enter into a mutual aid agreement to provide and receive emergency assistance in the event of natural or man-made disasters or other situations that require action or attention beyond the normal capabilities of the agency. It was developed to meet the 2007 requirements of Federal Emergency Management Agency (FEMA) policies. The following are the seven benefits of belonging to IPWMAN:

- 1) In an emergency, members receive assistance from other members with appropriate resources. There is no cost for the first five days of assistance.
 - *After 5 days of service, the responding community may receive reimbursement for the personnel, equipment, and materials.*
- 2) Provide a network of responding agencies with more diverse resources. Have access to various resources of all areas within the state, not just limited to the areas in close proximity to the event.
- 3) Promote educational workshops and training to prepare agencies for emergencies and disasters.
- 4) Have a member agreement that provides reimbursement protocol after the first five days or if the disaster becomes eligible for FEMA or IEMA aid.
- 5) Have a defined operation plan that expedites the arrival of aid
- 6) Have access to a list of emergency contacts.
- 7) Have added peace of mind knowing that your community has access to aid during time of need when local resources are overwhelmed.

Storms in July of 2011 and 2012 have taxed the resources of the Village of Carol Stream, and our neighbors within DuPage County. In July 2011, the Village utilized the DuPage County PWMA to assist following the severe wind storm that caused major damage to parkway trees in the original section of Carol Stream. During that event, PWMA was called for assistance and ten agencies assisted the Village over several days to clean up the debris. On July 1, 2012, another major weather event affected most of DuPage County. Once again we saw major tree damage, but it was spread throughout the entire town rather than the limited area of the 2011 storm. This time, due to the wide spread devastation, the Village did not request PWMA resources, since most of our neighbors were hit as hard or worse than us. That event demonstrated a weakness in the DuPage County PWMA plan – a widespread emergency will quickly deplete county-wide resources. By contrast IPWMAN has the ability to step outside the affected area and ask for assistance from anywhere in the state.

PWMA and IPWMAN have recently come together to provide protocol for municipalities that are members of both to work through the county and PWMA resources first before going to IPWMAN. Member agencies in DuPage County would first work with the County PWMA until such time as local resources are exhausted. At that time, the DuPage County EOC would contact the IPWMAN organization on our behalf and request resources from outside the County. If another municipality is affected with an emergency or disaster, the Village of Carol Stream might be called to volunteer our resources, including personnel, vehicles, and equipment. Responses to PWMA and IPWMAN from the Village will be the same; the only difference is the location of the stricken community. The agreement provides that a member “may chose not to render aid and assistance at any time, for any reason.”

Staff forwarded the agreement to the Village Attorney for review. Attorneys for Klein, Thorpe and Jenkins had previously reviewed this agreement for other clients and have provided a letter (attached) addressing certain concerns and recommended amendments to the agreement. Staff agrees that the amendments should be pursued with IPWMAN but that process will take some time. In the meantime, it is recommended that the Village pursue membership under the current agreement and work to address the recommended amendments in the coming months.

While there is no cost to membership in the County PWMA, IPWMAN is a fee-based organization. The IPWMAN dues are a necessity to enable the organization to cover operating costs for processing applications, maintaining resource records and updating and maintaining the website and to provide support for the IPWMAN dispatch center and costs to sustain the operation of the network. Since fees are based upon population, the Village of Carol Stream would pay \$250 per year (the cost for agencies between 15,001 and 75,000 in population).

The Public Works Department is seeking approval from the Village Board to become a member of IPWMAN through adoption of a Resolution authorizing the agency to enter into the IPWMAN Mutual Aid Agreement.

Attachments

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING EXECUTION OF THE ILLINOIS
PUBLIC WORKS MUTUAL AID NETWORK AGREEMENT (IPWMAN)

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and,

WHEREAS, the "*Intergovernmental Cooperation Act*", 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

WHEREAS, Section 5 of the "*Intergovernmental Cooperation Act*", 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and,

WHEREAS, the Mayor and Village Board of Trustees of the Village of Carol Stream, have determined that it is in the best interests of the Village of Carol Stream and its residents to enter into an intergovernmental agreement to secure to each the benefits of mutual aid in public works and the protection of life and property from an emergency or disaster and to provide for public works assistance, training and other necessary functions to further the response and recovery from said emergency or disaster.

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 ONE: That the Mayor and the Village Board be and are hereby authorized to execute an Agreement for participation in the **Illinois Public Works Mutual Aid Network (IPWMAN)**, a copy of said Agreement being attached hereto and being made a part hereof.

PASSED AND APPROVED THIS 18th DAY OF March, 2013.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk



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MEMORANDUM

TO: Illinois Public Works Mutual Aid Network, Inc.

FROM: George A. Wagner
Michael A. Marrs

DATE: February 10, 2012

RE: Review of the Illinois Public Works Mutual Aid Agreement and By-Laws of the Illinois Public Works Mutual Aid Network, Inc. (IPWMAN)

Our firm acts as general counsel to a number of communities in the Cook and Collar County area. We have been asked by two clients (Riverside and Mt. Prospect) in recent months to review the Illinois Public Works Mutual Aid Agreement. We understand that no changes are permitted to the Agreement due to the large number of existing members who have executed the Agreement. Nevertheless, we wanted you to have our comments so that in the event the Agreement is revised at some point in the future, you can consider and perhaps incorporate some of our recommendations. Of particular concern is the indemnification provision addressed at paragraph 5 below.

The following are some concerns and comments about the **Illinois Public Works Mutual Aid Agreement**:

1. Section II, Definitions: "Period of Assistance" is defined as portal to portal – departure from the Responding Agency's facilities to return. During that period "all protections identified in the Agreement apply." As a result, agreements, as to workers compensation, benefits, and release of liability, for example, do not apply to the time spent preparing to deploy, or cleaning up vehicles and equipment after deployment. While this is fine if intended, you may want to consider whether it is appropriate to expand Period of Assistance to cover these items.
2. There are several contradictory provisions related to rendering aid:
 - a. Section III, Responsibility of Parties, defines Provision of Aid to include "A Party may choose not to render aid and assistance at any time, for any reason." Section III(A) also states that a party may choose not to render aid for any reason. However, Section IX, Non-Liability for Failure to Render Aid, states that response is not mandatory "if local conditions ... prohibit response." A decision "for any reason" conflicts with the defined circumstances where local conditions prohibit response.
 - b. Section VIII states that "it is presumed that a Responding Agency's aid and assistance shall be given for an initial minimum twelve (12) hours". The 12 hour period starts

when aid departs and ends when it returns “with the understanding between the Responding Agency and Requesting Agency that provision of aid and assistance is complete.” That last clause makes it appear that there must be an agreement as to completion, though it is followed by a sentence that gives the Responding Agency authority to recall its aid “at any time at its sole discretion.”

3. Section VIII: The Responding Agency must “make a good faith effort to give the Requesting Agency as much advance notice of the recall as is practical under the circumstances.” However, there is no provision that requires the Responding Agency to remain until a situation can be secured, e.g., where the Responding Agency’s departure creates a hazard to the public, e.g., barricade a hole, etc.
4. Section IX, Documentation of Cost & Reimbursement of Cost:
 - a. The Responding Agency is required to pay and document its employee’s costs. However, according to Subsection E, there is no charge to the Requesting Agency, unless the aid is for more than 5 days. This Subsection is silent as to what happens if aid is for more than 5 days. Is the Requesting Agency required to pay for the first 5 days? Only additional days? All costs? It could be revised to state that it is based upon later agreement of the Parties.
 - b. Subsection E states: “If aid and assistance is required from the State of Illinois to be activated as a State asset, the Responding Agency will be reimbursed for personnel, material supplies and equipment from the first day... by the State of Illinois.” We are unfamiliar with the phrase “State asset” and think it may be presumptuous that the State will pay those costs – it probably should be “may”.
5. Section XIII, Indemnification:
 - a. The Requesting Party holds harmless, indemnifies and defends Responding Parties for third party claims, not the result of gross negligence or willful misconduct on the part of the Responding Party. However, the Requesting Party is not similarly held harmless, indemnified and defended by Responding Parties for third party claims, which might include accidents while responding to a request for aid. **Typically, mutual aid agreements provide mutual indemnification, hold harmless and defense provisions. One of our clients was very concerned about this provision and, although the Board ultimately voted to enter into the Agreement, asked that we make a particular point of emphasizing to you a desire that the Agreement be amended to make this provision mutual.**
 - b. Attorneys fees should be limited to “reasonable” attorneys fees.
 - c. The second paragraph, in regard to third party claims, states “provided however, that all employee benefits, wage and disability payments, pensions, workers compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the Party rendering aid or its employees shall be the sole and exclusive responsibility of the Party rendering aid.” Section IX, Documentation of Cost & Reimbursement of Cost, similarly requires Responding Agency to pay its employee costs, with different terminology. The explanation of costs should be the same in both sections. In

addition, we suggest deleting the "provided however" clause and creating a separate section, e.g., Section XI, Workers Compensation (add "and Benefits"), that makes it clear that all Parties (Responding and Requesting) are responsible to pay these costs for their own employees.

6. Section IX, Non-Liability For Failure To Render Aid: The Responding Agency must "immediately" notify the Requesting Agency of the inability to respond, though the failure to do so is not a breach of contract or and does not create liability. These provisions are contradictory.
7. Section XI, Workers Compensation: This Section requires the Responding Agency to pay workers compensation benefits for its employees. This requirement should apply to all Parties, so as to include the Requesting Party.
8. Section XVI, Amendments: A majority of the Board can amend the Agreement. There is no requirement that the Board provide notice of the amendment to the Parties, though the failure of a Party to adopt the amendment within 90 days of the amended agreement results in withdrawal by that Party (Section XIX). Apparently notice is implied.
9. In addition, the following language may cause future conflict:
 - a) The Agreement is referred to as the Illinois Public Works Mutual Aid Network Agreement, Public Works Agreement, and Mutual Aid and Assistant Agreement. All of these phrases refer to the same agreement.
 - b) Introductory Clauses: The Constitution is referred to as the "Act" but the Act later refers to provisions of the Illinois Intergovernmental Cooperation Act.
 - c) "Agency" is defined to include a number of agencies, including any government entity, that perform a public works function "that abides by the provisions as found in this Agreement." This term should be limited to those agencies "that have entered into this Agreement," not just those that may follow it.
 - d) "Disaster" is defined to include calamitous and manmade incidents, yet "local emergency" does not refer to the response to a disaster.
 - e) "Period of Assistance" refers to "emergency, as previously defined," but "local emergency" is actually defined.

Feel free to contact us with any questions.

Illinois Public Works Mutual Aid Network Agreement

This Public Works Agreement (hereinafter "Agreement") is entered into by the Village of Carol Stream which has, by executing this Agreement, manifested its intent to participate in an Intrastate Program for Mutual Aid and Assistance, hereinafter entitled the "Illinois Public Works Mutual Aid Network (IPWMAN)"; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10. (hereinafter "Act") authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, any community that is a home rule unit of local government under the 1970 Constitution of the State of Illinois and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Act provides that any one or more public agencies may contract with any one or more other public agencies to set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting Parties; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including a unit of local government from another state; and

WHEREAS, the Parties to this Agreement may voluntarily agree to participate in mutual aid and assistance activities conducted under the State of Illinois Intrastate Mutual Aid and Assistance Program and the Interstate Emergency Management Assistance Compact (EMAC). Parties may voluntarily agree to participate in an interstate Mutual Aid and Assistance Program for public works related agencies including, but not limited to; local municipal public works departments, township road districts, unit road districts, county highway departments, public water agencies and public wastewater agencies or any other governmental entity that performs a public works function through this Agreement if such a program were established; and

WHEREAS, the Parties hereto are units of local government as defined by the Constitution of the State of Illinois and the Intergovernmental Cooperation Act; and

WHEREAS, the Parties recognize that they are vulnerable to a variety of potential, natural and man-made disasters; and

WHEREAS, the Parties to this Agreement wish to provide mutual aid and assistance to one another during times of disaster or public works emergencies.

NOW, THEREFORE, the Parties agree as follows:

SECTION I: PURPOSE

The Illinois Public Works Mutual Aid Network (IPWMAN) program is hereby established to provide a method whereby public works related agencies, including, but not limited to, local municipal public works departments, township road districts, unit road districts, county highway departments, public water agencies and public wastewater agencies or any other governmental entity that performs a public works function in need mutual aid assistance may request aid and assistance in the form of personnel, equipment, materials and/or other associated services as necessary from other public works related agencies. The purpose of this Agreement is to formally document such a program.

SECTION II: DEFINITIONS

The following definitions will apply to the terms appearing in this Agreement.

A. "*AGENCY*" means any municipal public works agency, township road district, unit road district, county highway departments, publicly-owned water organization and publicly-owned wastewater organization or any other governmental entity that performs a public works function that abides by the provisions as found in this Agreement.

B. "*AID AND ASSISTANCE*" includes, but is not limited to, personnel, equipment, facilities, services, materials and supplies and any other resources needed to provide mutual aid response.

C. "*AUTHORIZED REPRESENTATIVE*" means a Party's employee who, by reason of his or her position, has been authorized, in writing by that Party, to request, offer, or provide aid and assistance pursuant to this Agreement. Each Party's initial authorized representative, and the representative's title, is listed on the contact list. If the title of the authorized representative as listed by name on the contact list has changed, such change shall have no effect on the authority of the authorized representative and the named person shall continue to be the authorized representative until a different person is named as the authorized representative in writing by the Party. In the event that the person who is listed as authorized representative is no longer employed by the Party, the successor in the office formerly held by the authorized representative shall automatically become the authorized representative unless the Party indicates otherwise in writing. Each Party's authorized representative shall be responsible to designate someone to supervise that Party's employees who are engaged in the receipt or furnishing of aid and assistance, including, but not limited to, opening of public ways; removal of debris; building of protective barriers; management of physical damage to structures and terrain; transportation of persons, supplies, and equipment; and repair and operation of municipal utilities.

D. "*BOARD OF DIRECTORS*" is a group of representatives from the Parties to the IPWMAN Agreement elected to organize and maintain the program. The Board of Directors shall consist of members of the IPWMAN. Qualifications and terms for the Board members shall be defined in the By-Laws of the Illinois Public Works Mutual Aid Network, Inc.

E. "*BOARD MEMBER*" is a representative of the Association (IPWMAN) serving on the Board of Directors.

F. "*DISASTER*" means a calamitous incident threatening loss of life or significant loss or damage to property, including, but not limited to flood, winter storm, hurricane, tornado, dam

break, or other naturally-occurring catastrophe or man-made, accidental, military, or paramilitary incident, or biological or health disasters or a natural or manmade incident that is, or is likely to be, beyond the control of the services, personnel, equipment and facilities of a Party that requires assistance under this Mutual Aid and Assistance Agreement, but must be coordinated through the appropriate local accredited/certified Emergency Management Agency coordinator.

G. "*IPWMAN*" is the acronym for the Illinois Public Works Mutual Aid Network.

H. "*LOCAL EMERGENCY*" is defined as an urgent need requiring immediate action or attention beyond normal capabilities, procedures and scope for aid and assistance by an agency.

I. "*MUTUAL AID RESOURCE LIST*" means the list of the equipment, personnel and other resources that each Party has available for the provision of aid and assistance to other Parties. This list shall be periodically updated in accordance with the Operational Plan.

J. "*NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)*" a Presidential directive that provides a consistent nationwide approach that allows federal, state, local and tribal governments as well as private-sector and nongovernmental organizations to work together to manage incidents and disasters of all kinds.

K. "*PARTY*" means an agency which has adopted and executed this Agreement.

L. "*PERIOD OF ASSISTANCE*" means a specified period of time when a Responding Agency assists a Requesting Agency. The period commences when personnel, equipment, or supplies depart from a Responding Agency's facility and ends when the resources return to their facility (portal to portal). All protections identified in the Agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from an emergency, as previously defined.

M. "*RESPONDING AGENCY*" means the Party or Agency which has received a request to furnish aid and assistance from another Party and has agreed to provide the same.

N. "*REQUESTING AGENCY*" means the Party or Agency requesting and receiving aid and assistance from a Responding Agency.

SECTION III: RESPONSIBILITY OF PARTIES

A. *PROVISION OF AID*. Each Party recognizes that it may be requested to provide aid and assistance at a time when it is necessary to provide similar aid and assistance to the Party's own constituents. This Agreement shall not be construed to impose any unconditional obligation on any Party to provide aid and assistance. A Party may choose not to render aid and assistance at any time, for any reason.

B. *RECRUITMENT*. The Parties hereby encourage each other to enlist other agencies to adopt and execute this Agreement.

C. *AGREEMENT FOR BENEFIT OF PARTIES*. All functions and activities performed under this Agreement are for the benefit of the Parties to this Agreement. Accordingly, this Agreement shall not be construed to be for the benefit of any third parties and no third parties shall have any right or cause of action against the Parties to this Agreement.

D. *IMMUNITIES*. All immunities provided by law to the Parties shall be fully applicable to the Parties providing or receiving aid and assistance pursuant to this Agreement, including, but not limited to, the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq.

E. *MEMBERSHIP*. To be a member in good standing, a Party shall be responsible for dues and other obligations as specified in the IPWMAN By-Laws and Operational Plan.

SECTION IV: ANNUAL REVIEW

At a minimum, the Board of Directors shall meet annually at a meeting place designated by the Board of Directors to review and discuss this Agreement and, if applicable, to recommend amendments to this Agreement. The Board of Directors shall have the power and signing authority to carry out the purposes of this Agreement, including but not limited to the power to: adopt by-laws; execute agreements and documents approved by the Board of Directors; develop specific operating plans, procedures and protocol for requesting assistance; organize meetings; operate a website; disseminate information; create informational brochures; create subcommittees; maintain lists of the Parties; maintain equipment and supply inventory lists; and deal with Party issues.

SECTION V: PROCEDURES FOR REQUESTING ASSISTANCE

The Board of Directors will promulgate and regularly update procedures for requesting assistance through the Illinois Public Works Mutual Aid Network (IPWMAN) Operational Plan.

SECTION VI: RESPONDING AGENCY'S ASSESSMENT OF AVAILABILITY OF RESOURCES

The Board of Directors will promulgate and regularly update procedures for responding agency's assessment of availability of resources through IPWMAN Operational Plan.

SECTION VII: SUPERVISION AND CONTROL

A. *DESIGNATION OF RESPONDING AGENCY'S SUPERVISORY PERSONNEL*. Responding Agency shall designate a representative who shall serve as the person in charge of coordinating the initial work assigned to the Responding Agency's employees by the Requesting Agency. The Requesting Agency shall direct and coordinate the work being assigned to the Responding Agency(s) and the Requesting Agency's employees. All actions shall be consistent with and in accordance with the National Incident Management System (NIMS) and the IPWMAN Operational Plan.

B. *RESPONSIBILITIES OF RESPONDING AGENCY'S SUPERVISORY PERSONNEL*. The Board of Directors will promulgate and regularly update procedures for Responding Agency's supervisory personnel through the IPWMAN Operational Plan.

SECTION VIII: LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY; RECALL

The Board of Directors will promulgate and regularly update procedures for length of time for aid and assistance; renewability; recall through the Illinois Public Works Mutual Aid Network (IPWMAN) Operational Plan.

It is presumed that a Responding Agency's aid and assistance shall be given for an initial minimum period of twelve (12) hours. Thereafter, assistance shall be extended as the Responding Agency and Requesting Agency shall agree. The twelve (12) hour period shall start when the aid and assistance departs from Responding Agency's location with the intent of going to Requesting Agency's location. The aid and assistance shall end when it returns to Responding Agency's location with the understanding between the Responding Agency and Requesting Agency that provision of aid and assistance is complete. Responding Agency may recall its aid and assistance at any time at its sole discretion. Responding Agency shall make a good faith effort to give the Requesting Agency as much advance notice of the recall as is practical under the circumstances.

SECTION IX: DOCUMENTATION OF COST & REIMBURSEMENT OF COST

A. *PERSONNEL* – Responding Agency shall continue to pay its employees according to its then prevailing ordinances, rules, regulations, and collective bargaining agreements. At the conclusion of the period of aid and assistance, the Responding Agency shall document all direct and indirect payroll costs plus any taxes and employee benefits which are measured as a function of payroll (i.e.: FICA, unemployment, retirements, etc.).

B. *RESPONDING AGENCY'S TRAVELING EMPLOYEE NEEDS* – Responding Agency shall document the basic needs of Responding Agency's traveling employees, such as reasonable lodging and meal expenses of Responding Agency's personnel, including without limitation transportation expenses for travel to and from the stricken area during the period of aid and assistance.

C. *EQUIPMENT* – Responding Agency shall document the use of its equipment during the period of aid and assistance including without limitation all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition, fuels, miscellaneous supplies, and damages directly caused by provision of the aid and assistance.

D. *MATERIALS AND SUPPLIES* – Responding Agency shall document all materials and supplies furnished by it and used or damaged during the period of aid and assistance.

E. *REIMBURSEMENT OF COSTS* – Equipment, personnel, materials, supplies and/or services provided pursuant to this Agreement shall be at no charge to the Requesting Agency, unless the aid and assistance is requested for more than five (5) calendar days. If aid and assistance is requested from the State of Illinois to be activated as a State asset, the Responding Agency will be reimbursed for personnel, materials, supplies and equipment from the first day of the response to the event by the State of Illinois. Materials and supplies will be reimbursed at the cost of replacement of the commodity. Personnel will be reimbursed at Responding Agency rates and equipment will be reimbursed at an appropriate equipment rate based upon either pre-existing

locally established rates, the Federal Emergency Management Agency Equipment Rate Schedule or that published by the Illinois Department of Transportation. In the event that there is no such appropriate equipment rate as described above, reimbursement shall be at the actual cost incurred by the Responding Agency.

SECTION X: RIGHTS AND PRIVILEGES OF RESPONDING AGENCY'S EMPLOYEES

Whenever Responding Agency's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of Responding Agency.

SECTION XI: WORKERS' COMPENSATION

The Parties agree that Requesting Agency shall be responsible for payment of workers' compensation benefits owed to Requesting Agency's employees and that Responding Agency shall be responsible for payment of workers' compensation benefits owed to Responding Agency's employees.

SECTION XII: INSURANCE

Each Party shall bear the risk of liability for its agency and its agency's employees' acts and omissions and shall determine for itself what amount of insurance it should carry, if any. Each Party understands and agrees that any insurance coverage obtained shall in no way limit that Party's responsibility under Section XIII of this Agreement to indemnify and hold the other Parties to this Agreement harmless from such liability.

SECTION XIII: INDEMNIFICATION

Each Party hereto agrees to waive all claims against all other Parties hereto for any loss, damage, personal injury or death occurring in consequence of the performance of this Mutual Aid Agreement; provided, however, that such claim is not a result of gross negligence or willful misconduct by a Party hereto or its personnel.

Each Party requesting aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify and defend the Party rendering aid and its personnel from any and all claims, demands, liability, losses, suits in law or in equity which are made by a third party provided, however, that all employee benefits, wage and disability payments, pensions, worker's compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the Party rendering aid or its employees shall be the sole and exclusive responsibility of the Party rendering aid; and further provided that such claims made by a third party are not the result of gross negligence or willful misconduct on the part of the Party rendering aid. This indemnity shall include attorney fees and costs that may arise from providing aid pursuant to this Agreement.

SECTION XIV: NON-LIABILITY FOR FAILURE TO RENDER AID

The rendering of assistance under the terms of this Agreement shall not be mandatory if local conditions of the Responding Agency prohibit response. It is the responsibility of the Responding Agency to immediately notify the Requesting Agency of the Responding Agency's inability to respond; however, failure to immediately notify the Requesting Agency of such

inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.

SECTION XV: NOTICE OF CLAIM OR SUIT

Each Party who becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Parties of this Agreement shall provide prompt and timely notice to the Parties who may be affected by the suit or claim. Each Party reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

SECTION XVI: AMENDMENTS

Proposed amendments to this Agreement shall be submitted to the Board of Directors. Amendments shall be approved by majority vote of the Board of Directors.

SECTION XVII: ADDITIONAL PARTIES

Additional agencies may become Parties to this Agreement, provided that such agencies:

- (1) Approve and execute this Agreement.
- (2) Provide a fully executed copy of this Agreement to the Board of Directors.
- (3) Provide the name and title of an authorized representative to the Board of Directors.

- (4) Annually provide a list of mutual aid resources to its local accredited/certified Emergency Management Agency. If requested, the agency may need to assist its local accredited/certified Emergency Management Coordinator with data entry of its mutual aid resources into a web-based format (NIMS Source).

Upon submission of the items enumerated above to the Board of Directors and receipt of acknowledgement from the Board of Directors, the submitting agency shall be regarded as a Party to the Agreement.

SECTION XVIII: NOTICES

Notices and requests as provided herein shall be deemed given as of the date the notices are deposited, by First Class Mail, addressed to the Board of Directors who will notify each of the Parties' representatives.

SECTION XIX: INITIAL TERM OF AGREEMENT; RENEWAL; TERMINATION

The initial term of this Agreement shall be one (1) year from its effective date. Thereafter, this Agreement shall automatically renew for additional one-year terms commencing on the anniversary of the effective date of this Agreement. Any Party may withdraw from this Agreement at any time by giving written notification to the Board of Directors. The notice shall not be effective until ninety (90) days after the notice has been served upon the Board of Directors by First Class mail. A Party's withdrawal from this Agreement shall not affect that

Party's liability or obligation incurred under this Agreement prior to the date of withdrawal. This Agreement shall continue in force and effect as to all other Parties until such time as a Party withdraws. Failure to adopt any amended agreement within ninety (90) days of said amended agreement will signify a Party's withdrawal from the Agreement.

SECTION XX: HEADINGS

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement or their interpretation.

SECTION XXI: SEVERABILITY

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the Parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been declared invalid. Accordingly, it is the intention of the Parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

SECTION XXII: EFFECTIVE DATE

This Agreement shall be effective on the date of the acknowledgement letter sent by the Board of Directors.

SECTION XXIII: WAIVER

Failure to enforce strictly the terms of this Agreement on one or more occasions shall not be deemed a waiver of the right to enforce strictly the terms of this Agreement on any other occasion.

SECTION XXIV: EXECUTION OF COUNTERPARTS

This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

SECTION XXV: PRIOR IPWMAN AGREEMENTS

To the extent that provisions of prior IPWMAN Agreements between signatories to this Agreement are inconsistent with this Agreement, all prior agreements for mutual aid and assistance between the Parties hereto are suspended.

SECTION XXVI: PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES

This Agreement is for the sole benefit of the Parties and no person or entity shall have any rights under this Agreement as a third-Party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and must be without effect.

NOW, THEREFORE, each of the Parties have caused this IPWMAN Mutual Aid Agreement to be executed by its duly authorized representative who has signed this Agreement as of the date set forth below.

Approved and executed this _____ *day of* _____, 20____.

For the Agency

By: _____

Attest: _____

APPROVED (as to form):

By:

On behalf of the Illinois Public Works Mutual Aid Network

Approved and executed this _____ *day of* _____, 20____.

By: _____

President of IPWMAN Board of Directors

Attest: _____

IPWMAN Secretary/Treasurer

Approved by the IPWMAN Interim Board of Directors on September 17, 2008. Amended by the IPWMAN Interim Board of Directors on August 19, 2009. Amended by the IPWMAN Board of Directors on June 16, 2010

Exhibit A1

DULY AUTHORIZED REPRESENTATIVE
(List 3 people/agency)

Agency: Village of Carol Stream

Name: Phil Modaff

Title: Director of Public Works

Office Address: 124 Gerzevske Ln

City/State/Zip: Carol Stream, IL 60188

Office Phone: 630-871-6260

Cell Phone: 630-774-0551

Home Phone: 630-493-0359

Office Fax: 630-462-3650

Pager: None

Email: pmodaff@carolstream.org

Check all that apply:

- | | |
|--|---|
| <input type="checkbox"/> Water | <input type="checkbox"/> Wastewater |
| <input type="checkbox"/> Sanitary District | <input checked="" type="checkbox"/> Village/Town/City |
| <input type="checkbox"/> Township | <input type="checkbox"/> County |

Exhibit A2

DULY AUTHORIZED REPRESENTATIVE
(List 3 people/agency)

Agency: Village of Carol Stream

Name: Matthew York

Title: Assistant Director of Public Works

Office Address: 124 Gerzevske Ln

City/State/Zip: Carol Stream, IL 60188

Office Phone: 630-871-6260

Cell Phone: 630-774-0553

Home Phone: 847-338-1495

Office Fax: 630-462-3650

Pager: None

Email: myork@caroistream.org

Check all that apply:

- | | |
|--|---|
| <input type="checkbox"/> Water | <input type="checkbox"/> Wastewater |
| <input type="checkbox"/> Sanitary District | <input checked="" type="checkbox"/> Village/Town/City |
| <input type="checkbox"/> Township | <input type="checkbox"/> County |

Exhibit A3

DULY AUTHORIZED REPRESENTATIVE
(List 3 people/agency)

Agency: Village of Carol Stream

Name: Todd Hoppenstedt

Title: Superintendent of Operations

Office Address: 124 Gerzevske Ln

City/State/Zip: Carol Stream, IL 60188

Office Phone: 630-871-6260

Cell Phone: 630-429-5733

Home Phone: 630-587-2305

Office Fax: 630-462-3650

Pager: None

Email: thoppenstedt@carolstream.org

Check all that apply:

Water

Sanitary District


Township

Wastewater

Village/Town/City

County

Village of Carol Stream
Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager
FROM: Ann Delort 
DATE: March 12, 2013
RE: Carol Stream Rotary Club's Chili Open
Raffle License Application - Fee Waiver

The Carol Stream Rotary Club is holding their annual Chili Open and requests approval to conduct a raffle drawing at their banquet on Friday, May 10, 2013 held at Bartlett Hills Golf Club. Raffle tickets will be sold from March 19, 2013 - May 10, 2013 for \$5.00 per raffle or 3 for \$10.00. The application for a Class B raffle license (aggregate value of prizes between \$501 - \$5,000) along with a current renewal bond have been submitted and are available for viewing in the Clerk's office. The Rotary Club has also submitted the attached letter respectively requesting a waiver of the license fee.

Article 5, Section 10-5-6 of the Village Code states, "All raffle license fees waived for non-profit organizations since 1990 shall automatically be waived in subsequent years...".

Please include this request for approval of the raffle license and waiver of fee on the March 18, 2013 agenda for the Village Board's review and consideration. Thank you.

Attachment

McNees & Associates

Attorneys at Law
195 Hiawatha Drive
Carol Stream, IL 60188
Phone (630) 665-8811
Fax (630) 665-5260

Robert@McNeesAssociates.com
Steve@McNeesAssociates.com

March 12, 2013

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

RE: Carol Stream Rotary Club
Chili Open Raffle
May 10, 2013

Dear Trustees:

Enclosed please find the Raffle License Application for the Chili Open Raffle to be held May 10, 2013. As in past years, we would appreciate it if the Village would waive its license fees in connection with the raffle.

I do not recall if we provided the Village with the results of last year's Chili Open Raffle. As you may be aware, the raffle is but one element of our fund raising efforts in the Chili Open. Last year we raised approximately \$3,000.00 in gross raffle ticket sales. We gave out \$1,750.00 to raffle winners. Using the total Chili Open proceeds, we set aside \$10,000.00 to donate to the following recipients: Outreach Community Center, Western DuPage Special Recreation Association, Carol Stream Park District Community Center, School District 93 preschool center and Kids Against Hunger.

This year, the funds raised will be donated to Rotary charitable causes and to SCARCF.

Our renewal bond has been filed with the Village.

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

Very truly yours,

Robert A. McNees & Associates

By: 

Robert A. McNees

RAM/cj
Enc.

Village of Carol Stream
 Schedule of Bills
 For Village Board Approval on March 18, 2013

AGENDA ITEM
K-1 3-18-13

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
1ST AYD CORPORATION					
TOWEL,CLEANER,SEALANT	294.04	01696200-53317	OPERATING SUPPLIES	568070	
	<u>294.04</u>				
ACCURATE OFFICE SUPPLY CO					
STAMP ORDER	43.50	01662600-53314	OFFICE SUPPLIES	234815	
	<u>43.50</u>				
ACTION LOCK & KEY					
ELECTRIC STRK INSTL	682.05	01680000-52244	MAINTENANCE & REPAIR	80261	
	<u>682.05</u>				
AJD CONCRETE CONSTRUCTION CORP					
2012/13 SNOW PLOWING- FEB 26, 2013	2,153.92	01670200-52266	SNOW REMOVAL	006-2013	20130089
2012/13 SNOW PLOWING-SRV FEB 22 2013	1,955.97	01670200-52266	SNOW REMOVAL	005-2013	20130089
2012/13 SNOW PLOWING-SRV FOR 3/5 & 3/6 20	3,701.19	01670200-52266	SNOW REMOVAL	007-2013	20130089
	<u>7,811.08</u>				
ALLIANCE PRINTERS & PUBLISHERS INC					
CASE#CS13001710	30.00	01662400-53330	INVESTIGATION FUND	R425015	
	<u>30.00</u>				
ALPHA BUILDING MAINTENANCE SERVICE INC					
JANITORIAL SER 2/13	480.00	01670100-52276	JANITORIAL SERVICES	13647 VCS	20130007
JANITORIAL SER 2/13	950.00	01680000-52276	JANITORIAL SERVICES	13647 VCS	20130007
	<u>1,430.00</u>				
AMERICAN FIRST AID					
1ST AID SUPPLIES	14.45	01670100-53317	OPERATING SUPPLIES	124545	
RE-STOCK SUPPLIES	96.15	01650100-53317	OPERATING SUPPLIES	123797	
	<u>110.60</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on March 18, 2013**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
AMERICAN MESSAGING					
SERV FOR FEB/2013	6.69	01662600-52243	PAGING	U1113407NB	
SERV FOR FEB/2013	20.07	01662500-52243	PAGING	U1113407NB	
	<u>26.76</u>				
AQUAFIX THE BUGMAN					
LIFTSTATION DEGREASER	922.78	04101500-53332	SEWER SYSTEM SUPPLIES	10249	
	<u>922.78</u>				
ARGUS HAZCO					
O2 SENSORS	110.00	04101500-53332	SEWER SYSTEM SUPPLIES	06004487	
	<u>110.00</u>				
ATCO INTERNATIONAL					
QUICK WIPES	148.00	04201600-53317	OPERATING SUPPLIES	10366329	
	<u>148.00</u>				
ATOMIC TRANSMISSIONS					
TRANS REPAIR #682	611.35	01696200-53353	OUTSOURCING SERVICES	96702	
	<u>611.35</u>				
AUTO TRUCK GROUP					
693 BATTERY ELIMINATOR	300.00	01664700-52212	AUTO MAINTENANCE & REPAIR	1123194	
BATTERY ELIMINATOR	60.00	01662700-52212	AUTO MAINTENANCE & REPAIR	1116224	
RPR DOCKING STN	210.00	01662700-52212	AUTO MAINTENANCE & REPAIR	1116226	
	<u>570.00</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>
B & F TECHNICAL CODE					
PERMIT PLAN REVIEWS 565 FULLERTON AVE	225.00	01643700-52253	CONSULTANT	36651	20130004
PERMIT PLAN REVIEWS-200 E LIES	1,070.00	01643700-52253	CONSULTANT	36682	20130004
PERMIT PLAN REVIEWS-235 TUBEWAY	7,837.31	01643700-52253	CONSULTANT	36755	20130004
PERMIT PLAN REVIEWS-285 E FULLERTON	149.80	01643700-52253	CONSULTANT	36648	20130004
PERMIT PLAN REVIEWS-285 FULLERTON	392.34	01643700-52253	CONSULTANT	36716	20130004
PERMIT PLAN REVIEWS-545 FULLERTON	392.34	01643700-52253	CONSULTANT	36741	20130004
PERMIT PLAN REVIEWS-545 FULLERTON	450.00	01643700-52253	CONSULTANT	36643	20130004
PERMIT PLAN REVIEWS-795 KIMBERLY DR	200.00	01643700-52253	CONSULTANT	36742	20130004
PLUMBING INSPECTIONS-FEBRUARY 2013	2,085.60	01643700-52253	CONSULTANT	36703	20130034
	12,802.39				
BAXTER & WOODMAN INC					
SODIUM HYPOCHLORITE PROJ THRU DEC 2012	3,731.66	04101100-54480	CONSTRUCTION	0166802	
WRC OPER PERMIT RNWL 12/13/12-02/16/13	4,178.90	04101100-52253	CONSULTANT	0167257	
	7,910.56				
BROWNELLS INC					
GUN PARTS	95.60	01662700-53317	OPERATING SUPPLIES	08143655.01	
	95.60				
BUILDING & FIRE CODE ACADEMY					
ANDERSON - TRAINING	395.00	01643700-52223	TRAINING	48352	
	395.00				
C S CHAMBER OF COMMERCE					
ANNL MEMB DUES 2013-14	195.00	01-13010	PRE-PAID ITEMS	4928	
	195.00				
C S PARK DISTRICT					
PASSES SOLD FOR FEBRUARY 2013	116.00	01-24236	BARK PARK MEMBERSHIP	BARK PARK FEB/13	
	116.00				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on March 18, 2013**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
C S PUBLIC LIBRARY					
PPRT FOR THE COLLECTION PERIOD OF MAR/13	1,501.36	01000000-41102	PERSONAL PROPERTY REPLAC TAXPPRT MARCH 2013		
	<u>1,501.36</u>				
CANON SOLUTIONS AMERICA					
COPIER BASE/USAGE MTC JAN 1 THRU FEB 28 20	90.89	01640100-52226	OFFICE EQUIPMENT MAINTENANC	92689	
	<u>90.89</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on March 18, 2013**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
CARQUEST AUTO PARTS					
4 PC CARPET SET	13.19	01696200-53354	PARTS PURCHASED	2420-264489	
AIR FILTER	60.18	01696200-53354	PARTS PURCHASED	2420-262898	
AUTO BATTERY	213.52	01696200-53354	PARTS PURCHASED	2420-263649	
AUTO BATTERY	213.52	01696200-53354	PARTS PURCHASED	2420-264258	
AUTO BATTERY RTRN	-34.00	01696200-53354	PARTS PURCHASED	2420-263670	
BOSCH WIPERS	15.38	01696200-53354	PARTS PURCHASED	2420-264373	
BOSCH WIPERS	55.95	01696200-53354	PARTS PURCHASED	2420-263432	
BRAKE PAD/ROTOR	208.42	01696200-53354	PARTS PURCHASED	2420-263359	
CORE RETURN	-57.00	01696200-53354	PARTS PURCHASED	2420-262960	
CORE RETURN	-34.00	01696200-53354	PARTS PURCHASED	2420-264379	
FILTERS	60.45	01696200-53354	PARTS PURCHASED	2420-264805	
FUEL NOZZLES FOR PUMPS	179.97	01696200-53317	OPERATING SUPPLIES	2420-263295	
MICRO BELT	27.08	01696200-53354	PARTS PURCHASED	2420-263156	
MICRO V BELT	53.54	01696200-53354	PARTS PURCHASED	2420-264907	
MINIATURE LAMP	16.60	01696200-53354	PARTS PURCHASED	2420-263991	
MINIATURE STANDARD	4.54	01696200-53354	PARTS PURCHASED	2420-263616	
PART-PULLY	21.38	01696200-53354	PARTS PURCHASED	2420-262801	
PART-STARTER	120.10	01696200-53354	PARTS PURCHASED	2420-263721	
PARTS-U NUTS	9.50	01696200-53354	PARTS PURCHASED	2420-263489	
REPL 26W HEAD	97.98	01696200-53350	SMALL EQUIPMENT EXPENSE	2420-263020	
REPL 26W HEAD	97.98	01696200-53350	SMALL EQUIPMENT EXPENSE	2420-263094	
RETURN	-21.38	01696200-53354	PARTS PURCHASED	2420-262815	
RETURN-U NUTS	-9.50	01696200-53354	PARTS PURCHASED	2420-263578	
STARTER, RELAY	194.71	01696200-53354	PARTS PURCHASED	2420-262943	
	1,508.11				
CDW GOVERNMENT INC					
REMOTE ACCESS IMPLMNTN	1,777.00	01652800-52255	SOFTWARE MAINTENANCE	X840959	
G WYSE KITS	725.00	01650100-54412	OTHER EQUIPMENT	M219424	
	2,502.00				

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CH2MHILL OMI					
WRC MONTHLY OPERATIONS-APRIL 2013	126,828.50	04101100-52262	WRC CONTRACT	56121	20130024
	126,828.50				
CHICAGO MICRO					
NETWORK MGMT SOFTWARE	756.88	01652800-52255	SOFTWARE MAINTENANCE	66960	
PW WIRELESS ACCESS	502.11	01652800-54412	OTHER EQUIPMENT	67482	
REPLACE MONITORS	738.04	01652800-54412	OTHER EQUIPMENT	67315	
	1,997.03				
CHRISTMAS SHARING PROGRAM					
DONATIONS RECEIVED FOR XMAS SHARING 2013	3,723.35	01-24223	CHRISTMAS SHARING	2013 DONATIONS	
	3,723.35				
CHRISTOPHER B BURKE ENGR LTD					
PROF SERV'S FRM JAN 27 THRU FEB 23 2013	2,153.00	01621900-52253	CONSULTANT	109789	
PROF SERV'S FRM JAN 27- MAR 02 2013	2,650.50	01621900-52253	CONSULTANT	109856	
PROF SERV'S FRM NOV 25, 2012- DEC 31, 2012	600.70	01621900-52253	CONSULTANT	108935	
PROF SERV'S FRM NOV 25, 2012- DEC 31, 2012	3,615.00	01621900-52253	CONSULTANT	108933	
PROF SERV'S FRM NOV 25,2012 - DEC 31, 2012	3,413.00	01621900-52253	CONSULTANT	108936	
WEED CONTRL & SITE MONITOR--1/27-2/23	1,422.98	01621300-52253	CONSULTANT	109886	20130011
	13,855.18				
CITY LIMITS					
POWERWASHER REPAIR	911.11	01670400-52244	MAINTENANCE & REPAIR	3101	
	911.11				
CITY LIMITS CLEANING SYSTEMS INC					
PRESSURE HOSE	264.45	01670200-53317	OPERATING SUPPLIES	3116	
	264.45				

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CITYTECH USA INC					
ANNL MEMBERSHIP FEE PUBLICSALARY SUBSCRI	390.00	01600000-52234	DUES & SUBSCRIPTIONS	1950	
	390.00				
CLARK BAIRD SMITH LLP					
LABOR COUNCIL -FEBRUARY 2013	1,922.50	01570000-52238	LEGAL FEES	3014	
	1,922.50				
COLLEGE OF DUPAGE					
AFFECT FAM LIFE BUSCH	50.00	01662700-52223	TRAINING	JAN 19/13	
	50.00				
COMCAST CABLE					
1/11-2/10 - JAG GRANT	58.28	01664700-53330	INVESTIGATION FUND	0304781 1/4	
	58.28				
COMED					
SERV FRM 01/22 - 02/22 2013	51.25	04101500-52248	ELECTRICITY	2073133107FEB/13	
SERV FRM 01/29 - 02/27 2013	186.47	06320000-52248	ELECTRICITY	0815164035FEB/13	
SERV FRM 1/24 - 2/25 2013	31.15	06320000-52248	ELECTRICITY	1603109101FEB/13	
SERV FRM 1/25 - 2/26 2013	25.22	01670600-52248	ELECTRICITY	5838596003FEB/13	
SRV FRM 1/23 - 2/25 2013	89.77	04101500-52248	ELECTRICITY	021093117FEB/13	
USAGE FOR 01/25 - 02/27 2013	25.22	01670600-52248	ELECTRICITY	2127117053FEB/13	
	409.08				
CONCEPT WIRELESS COMMUNICATIONS INC					
PW RADIO REPAIR	67.92	01670200-52212	AUTO MAINTENANCE & REPAIR	154833	
STREETS-RADIO KIT	339.00	01670400-53350	SMALL EQUIPMENT EXPENSE	154819	
WATER-RADIO KIT	339.00	04201600-53350	SMALL EQUIPMENT EXPENSE	154819	
	745.92				

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CONSERVATION FOUNDATION					
LUNCHEON ESTRADA	50.00	01662700-52223	TRAINING	COVOTOS 2/20	
	<u>50.00</u>				
CONSTELLATION NEW ENERGY					
SERV FRM 01/22- 02/19 2013	2,288.74	04201600-52248	ELECTRICITY	0009136207-0001	
SERV FRM 01/23 - 02/20 2013	2,012.02	06320000-52248	ELECTRICITY	0009118550-0001	
SERV FRM 1/24 - 2/21 2013	2,275.86	04201600-52248	ELECTRICITY	0009136209-0001	
	<u>6,576.62</u>				
COUNTY COURT REPORTERS INC					
PLAN COMM FEB 25 2013	150.00	01530000-52241	COURT REPORTER FEES	109363	
	<u>150.00</u>				
CREATIVE PRODUCT SOURCING INC - DARE					
DARE SUPPLIES	199.73	01664765-53325	COMMUNITY RELATIONS	50624	
	<u>199.73</u>				
DAILY HERALD					
BID NOTICE-KLEIN CRK	65.55	11740000-55488	STORMWATER UTILITIES	T4328281	
PUBLIC NOTICE 13003	60.95	01530000-52240	PUBLIC NOTICES/INFORMATION	T4330003	
	<u>126.50</u>				
DAVID G BAKER					
LWV COND FORUM VIDEIOTAPING 03/12/13	315.00	01650100-52253	CONSULTANT	031413	
VLG BOARD MTG TELECAST 3/4/13	105.00	01650100-52253	CONSULTANT	030413	
	<u>420.00</u>				

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DELUXE TOWING					
SEIZURE TOW CADILLAC	170.00	01662300-52212	AUTO MAINTENANCE & REPAIR	76221	
SEIZURE TOW HONDA	170.00	01662300-52212	AUTO MAINTENANCE & REPAIR	76576	
SEIZURE TOW PONTIAC	170.00	01662300-52212	AUTO MAINTENANCE & REPAIR	75797	
TOW SQUAD 622	20.00	01662750-52212	AUTO MAINTENANCE & REPAIR	77545	
	530.00				
DICKS SPORTING GOODS					
CLOTH ALLOW - RUDELICH	154.99	01664700-53324	UNIFORMS	0252579	
CLOTH ALLOW - WALKER	34.97	01664700-53324	UNIFORMS	281192	
	189.96				
DRIVERS LICENSE GUIDE COMPANY					
DL GUIDE/PASSPORTS	28.95	01590000-53318	REFERENCE MATERIALS	637069	
	28.95				
DUPAGE COUNTY RECORDER					
492 AZTEC DR WEED LIENS	8.00	01580000-52233	RECORDING FEES	201302080349	
RECORDING FEES-CLERK	42.00	01580000-52233	RECORDING FEES	201303070202	
	50.00				
DUPAGE DODGE CHRYSLER JEEP INC					
627 TRUCK DIAGNOSTICS	109.50	01662700-52212	AUTO MAINTENANCE & REPAIR	61146	
688 REPAIR	489.58	01662700-52212	AUTO MAINTENANCE & REPAIR	61289	
PART-BRACKET	88.80	01696200-53354	PARTS PURCHASED	34504	
PART-SOCKET	5.21	01696200-53354	PARTS PURCHASED	34284	
	693.09				
EXAMINER PUBLICATIONS INC					
AD FOR PUBLIC WORKS	50.00	01600000-52228	PERSONNEL HIRING	2/20/13 PWKS	
SEASONAL EMP AD	125.00	01600000-52228	PERSONNEL HIRING	2/20,2/27	
	175.00				

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FIFTH THIRD BANK					
FRAUD ACTIVITY	-783.02	01660100-53317	OPERATING SUPPLIES	FEB 10 2013C	
FRAUD ACTIVITY	-97.07	01660100-53317	OPERATING SUPPLIES	FEB 10 2013 CR	
FRAUD ACTIVITY	-77.46	01660100-53317	OPERATING SUPPLIES	2/10/13B	
FRAUD ACTIVITY	-19.35	01660100-53317	OPERATING SUPPLIES	FEB/2013CR	
FRAUD ACTIVITY	77.46	01660100-53317	OPERATING SUPPLIES	2/10/13BA	
FRAUD ACTIVITY	97.07	01660100-53317	OPERATING SUPPLIES	FEB 10 2013	
FRAUD ACTIVITY	783.02	01660100-53317	OPERATING SUPPLIES	FEB 10 2013A	
FRAUDULENT ACTIVITY	-41.32	01660100-53317	OPERATING SUPPLIES	FRAUD	
FRAUDULENT ACTIVITY	41.32	01660100-53317	OPERATING SUPPLIES	02/03/13	
	-19.35				
FOURTH OF JULY PARADE COMMITTEE					
RESIDENT DONATIONS FRM WTR BILLS	2,806.03	01-24224	JULY 4TH DONATIONS	2013 DONATIONS	
	2,806.03				
GALLS					
CASTRO VEST/PLATE	643.99	01664700-53324	UNIFORMS	323475	
DUGO SHOES	76.50	01662600-53324	UNIFORMS	000319857	
DUNTEMAN SWEATER	84.99	01662700-53324	UNIFORMS	000349932	
MKONIOR SHOES	76.50	01662600-53324	UNIFORMS	000319858	
ZOCHERT SHOES	89.99	01662700-53324	UNIFORMS	000306335	
	971.97				
GLENDAL PARADE STORE LLC					
HONOR GUARD PINS	38.50	01662700-53324	UNIFORMS	T455190	
	38.50				
GRAINGER					
LIFT STRAPS	55.67	04201600-53317	OPERATING SUPPLIES	9055624374	
	55.67				

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H & H ELECTRIC COMPANY					
STREET LIGHT MTC 2/19/13	2,466.74	01670300-52271	STREET LIGHT MAINTENANCE	21104	
	<u>2,466.74</u>				
HBK WATER METER SERVICE INC					
FIELD TEST & REPAIR	723.50	04201400-52282	METER MAINTENANCE	12-593	20130078
METER TESTING	854.00	04201400-52282	METER MAINTENANCE	13-16	20130078
METER TESTING & REPAIR	346.00	04201400-52282	METER MAINTENANCE	13-63	20130078
	<u>1,923.50</u>				
HD SUPPLY WATERWORKS					
CURB STOP KEY	58.48	04201600-53317	OPERATING SUPPLIES	6117361	
HOOK, RISERS	187.08	04201600-53317	OPERATING SUPPLIES	6017600	
US PIPE HYDR WRENCH	765.82	04201600-53316	TOOLS	5633427	
	<u>1,011.38</u>				
HI VIZ INC					
RETURN-HOODIE	-46.95	01670100-53324	UNIFORMS	57468	
	<u>-46.95</u>				
HOLSTEIN'S GARAGE					
SAFETY INSPECT #22	43.00	01696200-53353	OUTSOURCING SERVICES	4467	
	<u>43.00</u>				

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HOME DEPOT					
3/8 CAP FOR HYD LINE	1.86	01696200-53317	OPERATING SUPPLIES	0228437	
BOX FOR E85 GAS REPORTS	12.99	01670400-53317	OPERATING SUPPLIES	0281568	
HAMMER&FLASHLIGHT #22	43.03	04201600-53316	TOOLS	5662861	
KEY	3.74	01664700-53317	OPERATING SUPPLIES	2420826	
LIGHTBULBS,SAW BLADES	68.82	04201600-53317	OPERATING SUPPLIES	18248	
MAGLITE-2D CELL	33.96	01696200-53316	TOOLS	0272336	
MAILBOX REPAIR	47.66	01670200-53317	OPERATING SUPPLIES	0206383	
MAILBOX SUPPLIES	68.49	01670200-53317	OPERATING SUPPLIES	0211391	
MAILBOX SUPPLIES	87.40	01670200-53317	OPERATING SUPPLIES	0239475	
MAILBOX SUPPLIES	167.36	01670200-53317	OPERATING SUPPLIES	0359398	
SPACE HEATERS	79.94	04201600-53350	SMALL EQUIPMENT EXPENSE	0647842	
TV WALL MNTG PLATE	99.00	01664700-53317	OPERATING SUPPLIES	0245639	
WRAP NW SQUAD SEAT	21.96	01662700-53317	OPERATING SUPPLIES	0606541	
	736.21				
HOTELS-MASTERCARD					
CASE CS13000396	99.95	01664700-53330	INVESTIGATION FUND	184542	
CASE CS13000396	110.99	01664700-53330	INVESTIGATION FUND	184638	
CASE CS13000396	122.03	01664700-53330	INVESTIGATION FUND	184542	
	332.97				
I D O T (IL STATE TREASURER)					
FAIR OAKS ROAD CONST. COSTS	146,545.31	11740000-55486	ROADWAY CAPITAL IMPROVEMEN	105770	
	146,545.31				
I G F O A					
BATEK-DAMOLARIS-WYDRA 2013	300.00	01610100-52234	DUES & SUBSCRIPTIONS	5789025	
DAMOLARIS/WYDRA 2013	200.00	01612900-52234	DUES & SUBSCRIPTIONS	5789025	
PENSION SMR-DAMOLARIS	170.00	01612900-52223	TRAINING	MAR 14/2013	
	670.00				

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IDN INTERNATIONAL DISTRIBUTION NETWORK					
ELEC STRK 24 VAC	92.40	01670400-53317	OPERATING SUPPLIES	4613785-00	
	<u>92.40</u>				
ILEETA					
BABOR LARSEN JOHNSN PLUMB OBRIEN JUNGEF	357.00	01660100-52223	TRAINING	2013 CONF FEE & DUES	
BABORCONFEE	357.00	01662700-52223	TRAINING	2013 CONF FEE & DUES	
BABORMEMBERSH	50.00	01662700-52234	DUES & SUBSCRIPTIONS	2013 CONF FEE & DUES	
DOBRIENMEMFEE	45.00	01662700-52234	DUES & SUBSCRIPTIONS	2013 CONF FEE & DUES	
JOHNSONCONFEE	357.00	01662700-52223	TRAINING	2013 CONF FEE & DUES	
JOHNSONRENEWA	45.00	01662700-52234	DUES & SUBSCRIPTIONS	2013 CONF FEE & DUES	
LARSENCONFEE	357.00	01662700-52223	TRAINING	2013 CONF FEE & DUES	
LARSENRENEWAL	45.00	01662700-52234	DUES & SUBSCRIPTIONS	2013 CONF FEE & DUES	
PLUMBCONFEE	357.00	01662700-52223	TRAINING	2013 CONF FEE & DUES	
PLUMBMEMBERSH	50.00	01662700-52224	VEHICLE INSURANCE	2013 CONF FEE & DUES	
	<u>2,020.00</u>				
ILL ASSN OF PROPERTY & EVIDENCE MGRS					
2013 IAPM CF DUMOULIN	380.00	01662400-52223	TRAINING	490375382586	
CREDIT OVERPAYMENT	-45.00	01662400-52223	TRAINING	490375382CRE	
	<u>335.00</u>				
ILLINOIS CITY COUNTY MANAGEMENT ASSN					
ILCMA BREINIG 3/13	50.00	01590000-52222	MEETINGS	03/21/2013	
	<u>50.00</u>				
ILLINOIS RECYCLING ASSOCIATION					
COMPOSTING SEM OAKLEY	40.00	01650100-52223	TRAINING	DC-482200	
	<u>40.00</u>				

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ILLINOIS SECRETARY OF STATE					
671 DET EXPLORER	99.00	01662454-52212	AUTO MAINTENANCE & REPAIR	G512232 07 FORD	
672 CHIEF EXPLORER	99.00	01660154-52212	AUTO MAINTENANCE & REPAIR	G512233 07 FORD	
CONVENIENCE FEE	4.15	01660154-52212	AUTO MAINTENANCE & REPAIR	CONV FEE	
	202.15				
ILLINOIS TRAFFIC SAFETY LEADERS					
ITSL CLUEVER	20.00	01662300-52234	DUES & SUBSCRIPTIONS	16519042NP46	
ITSL COOPER	20.00	01662300-52234	DUES & SUBSCRIPTIONS	16519042NP46	
ITSL PLACKETT	20.00	01662300-52234	DUES & SUBSCRIPTIONS	16519042NP46	
ITSL STAFIEJ	20.00	01662300-52234	DUES & SUBSCRIPTIONS	16519042NP46	
MBSHP COOPER CLUEVER PLACKETT STAFIEJ ST	20.00	01660100-52234	DUES & SUBSCRIPTIONS	16519042NP46	
	100.00				
INTERNET PURCHASE MASTERCARD					
CAMERA LENS	229.99	01662700-53317	OPERATING SUPPLIES	127671849	
CHARGING CABLE	10.00	01662700-53317	OPERATING SUPPLIES	7883441	
K.PAGLIA-SEMINAR	35.00	01670100-52223	TRAINING	138558820K	
R.SCHAFFER-SEMINAR	35.00	01670100-52223	TRAINING	138558820R	
RC BOAT FOR AERATORS	101.30	01670600-53317	OPERATING SUPPLIES	98471	
T.HOPPENSTEDT-SEMINAR	35.00	01670100-52223	TRAINING	138558820T	
	446.29				
JEWEL-OSCO					
CPA FOOD	16.96	01664776-53325	COMMUNITY RELATIONS	26 JAN 24	
CPA FOOD	74.02	01664776-53325	COMMUNITY RELATIONS	165 1/29	
	90.98				
JOE COTTON FORD					
KITS	31.99	01696200-53354	PARTS PURCHASED	305165	
KITS	41.20	01696200-53354	PARTS PURCHASED	305145	
	73.19				

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JOHN C BOSCO					
2012/13 SNOW PLOWING SRV'S 3/5/13	803.95	01670200-52266	SNOW REMOVAL	12305	20130087
2012/13 SNOW PLOWING-FEB 22,26 2013	744.50	01670200-52266	SNOW REMOVAL	12304	20130087
	1,548.45				
JOHN L FIOTI					
ATLE LEGAL SERV FEB 13 2013	187.50	01662300-52310	ATLE LEGAL ADJUDICATION	C S 49	
ATLE LEGAL SERV FEB 13 2013	187.50	01570000-52238	LEGAL FEES	C S 49	
	375.00				
JOHN TAUTGES TRUCKING					
HAULED STONE	528.13	04201600-53347	CA-6	1225	
SNOW PLOWING SRV'S FOR 2/4/13	3,297.77	01670200-52266	SNOW REMOVAL	1224	20130088
SNOW PLOWING-FEB 21 2013	1,666.40	01670200-52266	SNOW REMOVAL	1220	20130088
SNOW PLOWING-SERV FOR FEB 26 2013	1,498.40	01670200-52266	SNOW REMOVAL	1222	20130088
	6,990.70				
K. HOVING RECYCLING & DISPOSAL, INC					
DISP.BEAVERDAM DEBRIS	580.00	01670600-53317	OPERATING SUPPLIES	151436	
DISPOSAL OF BEAVERDAM	450.00	01670600-53317	OPERATING SUPPLIES	150873	
	1,030.00				
KANE, MCKENNA AND ASSOCIATES INC					
SERV'S RENDERED NORTH/SCHMALE TIF FEB/13	800.00	22490000-52253	CONSULTANT	11548	
	800.00				
KLEIN, THORPE & JENKINS, LTD					
LEGAL SERV'S RENDERED THRU DEC 31 2012	1,819.90	22490000-52238	LEGAL FEES	162159/162160	
LEGAL SERV'S RENDERED THRU DEC 31 2012	7,601.75	01570000-52238	LEGAL FEES	162159/162160	
LEGAL SERV'S RENDERED THRU JAN 31 2013	760.50	22490000-52238	LEGAL FEES	162219/20	
LEGAL SERV'S RENDERED THRU JAN 31 2013	8,497.46	01570000-52238	LEGAL FEES	162219/20	
	18,679.61				

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KUSSMAUL ELECTRONICS CO INC					
AUTOCHARGE 20/20	512.20	01696200-53354	PARTS PURCHASED	75541	
	<u>512.20</u>				
LANGUAGE LINE SERVICES					
INTERPRETATION SRV FOR NOVEMBER 2013	63.19	01660100-52234	DUES & SUBSCRIPTIONS	3060358	
LANG LINE SRVS-DEC 2012	13.08	01660100-52234	DUES & SUBSCRIPTIONS	3077742	
	<u>76.27</u>				
LASER TECHNOLOGY INC					
LAB SERVICE FOR REPR	363.00	01662700-53317	OPERATING SUPPLIES	128952	
	<u>363.00</u>				
LEXISNEXIS					
MONTHLY FEE DEC 2012	170.00	01662400-53330	INVESTIGATION FUND	20121231	
	<u>170.00</u>				
LIVE VIEW GPS INC					
MTHLY FEE FEB/13	79.90	01664700-53330	INVESTIGATION FUND	114093	
	<u>79.90</u>				
LOWE'S HOME CENTERS					
JAIL BENCH RPR	99.09	01662700-53317	OPERATING SUPPLIES	6697532	
MAILBOX PARTS	13.88	01670200-53317	OPERATING SUPPLIES	06477	
MAILBOX SUPPLIES	6.94	01670200-53317	OPERATING SUPPLIES	09164	
PAINT BENCH POST POLC	8.48	01662700-53317	OPERATING SUPPLIES	9788181	
RPR BENCH INTRVW RM	116.56	01662700-53317	OPERATING SUPPLIES	6599896	
TORCH PROPANE CYCLNDR	3.99	01680000-53319	MAINTENANCE SUPPLIES	8661003	
WOOD BOARD	9.42	01662700-53317	OPERATING SUPPLIES	2700830	
	<u>258.36</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on March 18, 2013**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
LYNN PEAVEY COMPANY					
EVIDENCE PACKAGING	18.50	01662460-53317	OPERATING SUPPLIES	269913	
EVIDENCE PACKAGING	54.00	01662460-53317	OPERATING SUPPLIES	269349	
EVIDENCE PACKAGING	286.20	01662460-53317	OPERATING SUPPLIES	269253	
EVIDENCE TAPE	296.60	01662460-53317	OPERATING SUPPLIES	227276	
	<u>655.30</u>				
MAC SYSTEMS LTD					
INSTALL PROX CD READR	667.00	01680000-52244	MAINTENANCE & REPAIR	7238	
	<u>667.00</u>				
MACNEIL AUTOMOTIVE PRODUCTS					
FLOORLINERS-TRUCK#30	117.95	01670200-52212	AUTO MAINTENANCE & REPAIR	2851838	
	<u>117.95</u>				
MAILFINANCE					
LEASE FEB-APR/13	1,047.00	01610100-52226	OFFICE EQUIPMENT MAINTENANCE	3737752	
	<u>1,047.00</u>				
MEADE ELECTRIC COMPANY INC					
TRAF SIGNL MTC 1/13	150.00	06320000-52244	MAINTENANCE & REPAIR	658011	
	<u>150.00</u>				
MENARDS					
BINS FOR SPARE PARTS	35.28	01660100-53317	OPERATING SUPPLIES	052780	
	<u>35.28</u>				
MINUTEMAN PRESS					
BUS CARD HOPPENSTEDT COMM DEV CLEVELAN	38.12	04200100-53315	PRINTED MATERIALS	38139	
CLEVELAND BC	38.12	01620100-53315	PRINTED MATERIALS	38139	
COM DEV BC	152.48	01640100-53315	PRINTED MATERIALS	38139	
	<u>228.72</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>
MONROE TRUCK EQUIPMENT					
VALVE, SEAL KIT	45.60	01696200-53354	PARTS PURCHASED	296844	
	<u>45.60</u>				
MORTON SALT INC					
BULK SALT	1,204.25	06320000-53335	SALT	5400108659	
BULK SALT	5,876.07	06320000-53335	SALT	5400099285	
BULK SALT	6,708.80	06320000-53335	SALT	5400110004	
	<u>13,789.12</u>				
MR SITCO					
WATER METER READINGS-MARCH 2013	1,643.85	04103100-52221	UTILITY BILL PROCESSING	2013011	20130016
WATER METER READINGS-MARCH 2013	1,643.85	04203100-52221	UTILITY BILL PROCESSING	2013011	20130016
	<u>3,287.70</u>				
MULTI PRINTING SOLUTIONS					
DRIVER EXCHANGE FORMS	217.26	01662600-53315	PRINTED MATERIALS	0234217	
	<u>217.26</u>				
NAPA AUTO CENTER					
PART-GROMMET	15.47	01696200-53354	PARTS PURCHASED	198390	
	<u>15.47</u>				
NATIONAL ASSN OF SOCIAL WORKERS					
E MOLLOY DUES RNWL	190.00	01662500-52234	DUES & SUBSCRIPTIONS	885014738/13	
	<u>190.00</u>				
NEENAH FOUNDRY COMPANY					
CURB INLET PLATES	564.00	04101500-53332	SEWER SYSTEM SUPPLIES	769469	
	<u>564.00</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>
NICOR					
SERV FRM 01/25 - 02/27 2013	26.54	04101500-52277	HEATING GAS	14-30-94-7020 2FEB13	
SERV FRM 2/11/13 THRU 03/11/13	83.25	04101500-52277	HEATING GAS	86-60-60-11178FEB	
	109.79				
NMI					
VEH STK FEES JAN/13	10.00	01610100-52256	BANKING SERVICES	248864246	
	10.00				
NORTHERN ILLINOIS UNIVERSITY					
CREDIT - BOB MELLOR	-30.00	01590000-52223	TRAINING	430152CR	
	-30.00				
OFFICE DEPOT					
DRY ERASE BOARD	88.22	01670100-53314	OFFICE SUPPLIES	639243671	
OFFICE SUP.-STREETS	72.02	01670100-53314	OFFICE SUPPLIES	642547973	
OFFICE SUP.-WATER	21.09	04200100-53314	OFFICE SUPPLIES	642547973	
OFFICE SUPPLIES	1.58	01613000-53317	OPERATING SUPPLIES	641666559001	
OFFICE SUPPLIES	8.40	01620100-53314	OFFICE SUPPLIES	641757249001	
OFFICE SUPPLIES	14.28	01662600-53314	OFFICE SUPPLIES	642652246	
OFFICE SUPPLIES	50.20	01612900-53317	OPERATING SUPPLIES	646446961	
OFFICE SUPPLIES	51.87	01640100-53314	OFFICE SUPPLIES	644539015	
OFFICE SUPPLIES	51.91	01612900-53317	OPERATING SUPPLIES	641999559001	
OFFICE SUPPLIES	81.29	01620100-53314	OFFICE SUPPLIES	641757248001	
OFFICE SUPPLIES	287.22	01662600-53314	OFFICE SUPPLIES	642651978	
PERFORATED PAPER PADS	15.29	01670100-53314	OFFICE SUPPLIES	642548414	
	743.37				
OLIVE GROVE LANDSCAPING INC					
SNOW PLOWING- SERV'S FEB 7, 2013	4,425.50	01670200-52266	SNOW REMOVAL	12318	20130091
SNOW PLOWING-SERV'S FOR 02/02/13	5,262.22	01670200-52266	SNOW REMOVAL	12313	20130091
	9,687.72				

**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>
ORKIN PEST CONTROL					
690 BEDBUG EXTERMINATION	150.00	01662700-53317	OPERATING SUPPLIES	79816038	
	<u>150.00</u>				
P & M MERCURY MECHANIC					
HVAC MTC 2/13-4/13	720.00	01680000-52244	MAINTENANCE & REPAIR	69619	
	<u>720.00</u>				
PAHCS II					
POST OFFCR PHYSICAL /DRG SCREEN FEB/13	128.10	01600000-52225	EMPLOYMENT PHYSICALS	138944	
	<u>128.10</u>				
POMPS TIRE SERVICE					
SERVICE CALL/FLAT REP	407.00	01696200-53353	OUTSOURCING SERVICES	280010962	
TIRES	441.80	01696200-53354	PARTS PURCHASED	410062789	
TIRES	1,059.24	01696200-53354	PARTS PURCHASED	410061493	
TORQUE WRENCH	651.01	01696200-53316	TOOLS	280010851	
	<u>2,559.05</u>				
PORTER LEE CORPORATION					
BEAST LABELS/RIBBON	318.00	01662460-53317	OPERATING SUPPLIES	12622	
	<u>318.00</u>				
POSITIONING SOLUTIONS					
FIELD BOOKS	17.00	01622200-53317	OPERATING SUPPLIES	1/23/13	
	<u>17.00</u>				
POWER CELL					
BATTERIES-STREET DIV	25.50	01670300-53317	OPERATING SUPPLIES	00156331	
BATTERIES-WATER DIV	25.50	04201600-53317	OPERATING SUPPLIES	00156331	
	<u>51.00</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>
PRACTICAL AMERICAN SAFETY SOLUTIONS LLC					
IL-UST CLASS C TRAIN OLSEN	12.99	01696200-52223	TRAINING	2/14/13	
	<u>12.99</u>				
PROSAFETY					
SWEATSHIRTS	168.00	01670100-53324	UNIFORMS	2/744590	
	<u>168.00</u>				
PSYCHOTHERAPY NETWORKER					
K BAXTER INTRN SUBSCR	18.00	01662500-52234	DUES & SUBSCRIPTIONS	PN/851990	
K SODERSTROM SUBSCRIP	18.00	01662500-52234	DUES & SUBSCRIPTIONS	PN851988	
M THOMAS SUBS RNWL	18.00	01662500-52234	DUES & SUBSCRIPTIONS	6908734	
	<u>54.00</u>				
RADCO COMMUNICATIONS INC					
693 POWER SUPPLY	74.20	01662700-52212	AUTO MAINTENANCE & REPAIR	78564	
	<u>74.20</u>				
RAINBOW BAG COMPANY/THE					
MTC SUPPLIES	327.54	01680000-53381	TC MAINTENANCE & SUPPLIES	12470	
	<u>327.54</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>
RAY O'HERRON CO					
AMMO	225.00	01662700-53321	AMMUNITION	67282	
CCADLE	9.95	01662700-53324	UNIFORMS	66594	
DUGO	40.95	01662700-53324	UNIFORMS	67162	
DUGO	77.90	01662600-53324	UNIFORMS	67158	
DUGO	155.80	01662600-53324	UNIFORMS	66656	
EBY	89.85	01662700-53324	UNIFORMS	67163	
IBARRIENTOS	120.95	01662700-53324	UNIFORMS	67160	
KALINOWICZ	130.90	01662700-53324	UNIFORMS	67159	
KONIOR	130.90	01662700-53324	UNIFORMS	67161	
LOVERDE	140.80	01662700-53324	UNIFORMS	66618	
POPE	77.90	01662700-53324	UNIFORMS	66410	
TEST KITS	117.75	01662700-53324	UNIFORMS	67157	
ZOCHERT	88.95	01662700-53324	UNIFORMS	66595	
	1,407.60				
RECYCLE TECHNOLOGIES INC					
ANTIFREEZE	156.00	01696200-53354	PARTS PURCHASED	100851	
	156.00				
RESTAURANT-MASTERCARD					
CPA FOOD	95.17	01664776-53325	COMMUNITY RELATIONS	JAN 24 2013	
CPA FOOD	144.48	01664776-53325	COMMUNITY RELATIONS	251 1/31/13	
CPA FOOD	149.00	01664776-53325	COMMUNITY RELATIONS	220 2/14/13	
CPA FOOD	214.58	01664776-53325	COMMUNITY RELATIONS	257 2/7	
SANDWICHES 2/19 MTG	193.29	01520000-52222	MEETINGS	1819686	
	796.52				
RIGGS BROS AUTO INTERIORS					
697 SEAT REPAIR	395.00	01696200-53354	PARTS PURCHASED	112687	
	395.00				

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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
S & S MAINTENANCE INC					
2012/13 SNOW PLOWING-SRV FEB 22, 2013	4,848.55	01670200-52266	SNOW REMOVAL	VCS005/2013	20130086
2012/13 SNOW PLOWING-SRV FOR 3/5/13	8,518.68	01670200-52266	SNOW REMOVAL	VCS007/2013	20130086
2012/13 SNOW PLOWING-SRV FOR FEB 26, 2013	4,932.55	01670200-52266	SNOW REMOVAL	VCS006/2013	20130086
	18,299.78				
SEAWAY SUPPLY CO					
BUILDING SUPPLIES	120.00	01670400-53317	OPERATING SUPPLIES	87582	
CRED TWL/CANLNR	-120.00	01670400-53317	OPERATING SUPPLIES	87582CM	
TOWELS: STREET DIV	150.00	01670200-53317	OPERATING SUPPLIES	87420	
TOWELS: WATER DIV	75.00	04201600-53317	OPERATING SUPPLIES	87420	
	225.00				
SIGN A RAMA					
VINYL GRAPHICS #22	325.00	04201600-54415	VEHICLES	1313	
	325.00				
SIGNS NOW					
MAG SIGN FOR ZALAK	25.00	01662400-53317	OPERATING SUPPLIES	59-30264	
	25.00				
SIUE					
CLASS D-R GUENTHER	290.00	04201600-52223	TRAINING	1/28-29/13	
	290.00				
SPRINT CORPORATE SECURITY					
12/17-1/16 JAG GRNT	121.70	01662400-53330	INVESTIGATION FUND	144871676013	
	121.70				
STRAND & ASSOCIATES					
I&I STUDY BASIN #39 PROF SERV'S OCT/13	470.00	04101500-54480	CONSTRUCTION	0094699	
I&I STUDY BASIN #39 PROF SERV'S SEPT/2012	500.00	04101500-54480	CONSTRUCTION	0094331	20130048
	970.00				

**Village of Carol Stream
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STREICHERS					
12 G AMO	1,791.00	01662700-53321	AMMUNITION	S1081692	
TACT ARMR SCHNEIDER	2,444.00	01662700-53324	UNIFORMS	I971900	
	<u>4,235.00</u>				
SUBURBAN DRIVELINE INC					
BOSS PIN KIT	30.00	01696200-53354	PARTS PURCHASED	00132999	
	<u>30.00</u>				
SUBURBAN LABORATORIES INC					
SAMPLES	781.00	04201600-52279	LAB SERVICES	24510	
SAMPLING	2,925.00	04201600-52279	LAB SERVICES	24993	
	<u>3,706.00</u>				
SUPER ONE HOUR CLEANER					
DUNTEMAN UNIFORM PATCH	10.00	01662700-53324	UNIFORMS	02/04/13	
	<u>10.00</u>				
TERRACE SUPPLY COMPANY					
EQUIPT RENTAL 1/13	29.45	01696200-52264	EQUIPMENT RENTAL	00923016	
	<u>29.45</u>				
THE STATE FIRE MARSHALL					
BOILER MTC 12/14/12	200.00	01680000-52244	MAINTENANCE & REPAIR	9487585	
	<u>200.00</u>				
THE UPS STORE					
RETURN-SHIPPING	24.01	01696200-53353	OUTSOURCING SERVICES	9194	
	<u>24.01</u>				

**Village of Carol Stream
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THIRD MILLENIUUM ASSOCIATES INCORPORATED					
WTR BILL EPAY FEE FOR FEB/13	225.00	04103100-52221	UTILITY BILL PROCESSING	15497	
WTR BILL EPAY FEE FOR FEB/13	225.00	04203100-52221	UTILITY BILL PROCESSING	15497	
WTR BILL MAILING FOR FEB/13	1,236.38	04103100-52221	UTILITY BILL PROCESSING	15496	
WTR BILL MAILING FOR FEB/13	1,236.38	04203100-52221	UTILITY BILL PROCESSING	15496	
	<u>2,922.76</u>				
THYSSENDRUPP ELEVATOR CORP					
ANNL ELEV INSP DEC/12	235.00	01680000-52244	MAINTENANCE & REPAIR	60000021913	
ELEV MTC 2/13-4/13	601.87	01680000-52244	MAINTENANCE & REPAIR	3000390732	
	<u>836.87</u>				
TITAN SUPPLY INC					
MTC SUPPLIES	166.40	01680000-53320	JANITORIAL SUPPLIES	3241	
	<u>166.40</u>				
TRANS UNION LLC					
10/26-11/25 SRV	79.06	01662400-53330	INVESTIGATION FUND	11200833	
11/26-12/25 SRV	45.00	01662400-53330	INVESTIGATION FUND	12200848	
12/26-1/25 SRV	62.03	01662400-53330	INVESTIGATION FUND	01300835	
	<u>186.09</u>				
U S PAVING INC					
2012/13 SNOW PLOWING SRV'S FOR 3/5/13	4,192.06	01670200-52266	SNOW REMOVAL	13-016	20130085
2012/13 SNOW PLOWING SRV'S FOR 3/5/13	5,183.64	01670200-52266	SNOW REMOVAL	13-015	20130085
2012/13 SNOW PLOWING-SRV FOR FEB 26, 2013	2,475.71	01670200-52266	SNOW REMOVAL	13-014	20130085
2012/13 SNOW PLOWING-SRV FOR FEB 26,2013	3,557.91	01670200-52266	SNOW REMOVAL	13-013	20130085
	<u>15,409.32</u>				
U S POST OFFICE					
POSTAGE/HARDDRIVE	14.05	01652800-52255	SOFTWARE MAINTENANCE	100020102864	
USPS MAILING	19.95	01662300-53317	OPERATING SUPPLIES	100030216556	
	<u>34.00</u>				

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ULINE SHIPPING SUPPLY SPECIALISTS					
BOXES	365.07	01662460-53317	OPERATING SUPPLIES	48963595	
	<u>365.07</u>				
UNIFIRST CORPORATION					
1/29/13 TOWELS/MATS	26.90	01670100-53317	OPERATING SUPPLIES	852563	
1/29/13 UNIFORMS	62.07	01696200-52267	UNIFORM CLEANING	852563	
1/29/13 WIPERS	51.80	01696200-53317	OPERATING SUPPLIES	852563	
MATS/TOWELS 1/22/13	26.90	01670100-53317	OPERATING SUPPLIES	851139	
TOWELS/MATS 2/12/13	26.90	01670100-53317	OPERATING SUPPLIES	855406	
TOWELS/MATS 2/19/13	26.90	01670100-53317	OPERATING SUPPLIES	856817	
TOWELS/MATS 2/5/13	26.90	01670100-53317	OPERATING SUPPLIES	853973	
UNIFORM 2/19/13	120.07	01696200-52267	UNIFORM CLEANING	856817	
UNIFORM 2/5/13	64.07	01696200-52267	UNIFORM CLEANING	853973	
UNIFORMS 1/22/13	62.07	01696200-52267	UNIFORM CLEANING	851139	
UNIFORMS 2/12/13	78.57	01696200-52267	UNIFORM CLEANING	855406	
WIPERS 2/12/13	51.80	01696200-53317	OPERATING SUPPLIES	855406	
WIPERS 2/5/13	51.80	01696200-53317	OPERATING SUPPLIES	853973	
WIPES 1/22/13	51.80	01696200-53317	OPERATING SUPPLIES	851139	
WIPES 2/19/13	51.80	01696200-53317	OPERATING SUPPLIES	856817	
	<u>780.35</u>				
UNITED CAMERA & BINOCULAR REPAIR CORP					
D80 CAMERA REPAIR	89.25	01662400-53317	OPERATING SUPPLIES	1157630	
	<u>89.25</u>				
UNIVERSITY OF ILLINOIS GAR					
PESTICIDES TRAINING	45.00	01670100-52223	TRAINING	40403	
ROWWEED SPRAYTRAINING	180.00	01670100-52223	TRAINING	2/5-6/13	
	<u>225.00</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>
UPS GROUND SERVICE					
COBAN SHIPMENT	15.81	01662700-53317	OPERATING SUPPLIES	23T039001684	
	<u>15.81</u>				
VILLAGE OF CAROL STREAM					
SERV FRM 01/05 - 02/10 2013	171.63	01670100-53220	WATER	655224/20874	
USAGE FOR 01/04 - 02/08 2013	1.59	04101500-53220	WATER	655222/20871	
USAGE FOR 01/04 - 02/10	58.73	01670100-53220	WATER	655225/20875	
USAGE FOR 01/05 - 02/10 2013	19.42	04101500-53220	WATER	655223/20872	
USAGE FOR 1/4 - 2/10 2013	244.82	01680000-53220	WATER	665226/20876	
USAGE FRM 01/08 - 02/10 2013	2.87	01680000-53220	WATER	655228/20878	
	<u>499.06</u>				
WELCH BROS INC					
ROPE MASTIC	96.00	01670600-53317	OPERATING SUPPLIES	449629	
	<u>96.00</u>				
XEROX CAPITAL SERVICES LLC					
LEASE 1/2013	1,173.15	01650100-52231	COPY EXPENSE	066228257	
LEASE 12/2012	549.22	01650100-52231	COPY EXPENSE	065953918	
	<u>1,722.37</u>				
ZEP SALES & SERVICE					
STAINLESS STEEL WAX	69.73	04101500-52212	AUTO MAINTENANCE & REPAIR	9000107515	
	<u>69.73</u>				
ZIEGLERS ACE HARWARE					
KEYS	6.87	01662400-53317	OPERATING SUPPLIES	161924	
	<u>6.87</u>				

Village of Carol Stream
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ZONES INC					
1ST YEAR FLAT PAYMENT	13,636.00	01720000-58207	ZONES SALES TAX REIMB	SALES TAX SHARING	
SALES TAX REBATE AUG-NOV 2012	68,423.68	01720000-58207	ZONES SALES TAX REIMB	SALES TX REBATE	
	<u>82,059.68</u>				
GRAND TOTAL	<u><u>\$564,962.65</u></u>				

The preceding list of bills payable totaling \$564,962.65 was reviewed and approved for payment.

Approved by:



Joseph Breinig - Village Manager

Date: 3/15/13

Authorized by:

Frank Saverino Sr - Mayor

Beth Melody, Village Clerk

Date: _____

AGENDA ITEM

K-2 3-18-13

ADDENDUM WARRANTS Mar 5, 2013 thru Mar 18, 2013

Fund	Check #	Vendor	Description	Amount
General	A C H	Wheaton Bank & Trust	Payroll Feb 18, 2013 thru Mar 3, 2013	452,018.66
Water & Sewer	A C H	Wheaton Bank & Trust	Payroll Feb 18, 2013 thru Mar 3, 2013	<u>32,452.97</u>
				<u>484,471.63</u>

Approved this _____ day of _____, 2013

By: _____
Frank Saverino Sr - Mayor

Beth Melody - Village Clerk

AGENDA ITEM

L-4 3-18-13

Village of Carol Stream General Fund Budget Summary For the Month Ended February 28, 2013

MONTH

YTD

BUDGET

REVENUES

	MONTH		Monthly Variance		YTD		YTD Variance		Annual Budget		YTD Budget		YTD Actual		Variance	
	Last Year Feb	Current Year Feb	\$	%	Last Year YTD	Current Year YTD	\$	%	Budget	Budget	Actual	\$	%			
Sales Tax	\$ 416,315	\$ 432,590	16,275	4%	\$ 4,114,951	\$ 4,236,123	121,172	3%	\$ 4,931,000	\$ 4,111,242	\$ 4,236,123	124,881	3%			
Home Rule Sales Tax	238,435	247,601	9,166	4%	2,367,342	2,455,450	88,108	4%	2,860,000	2,359,874	2,455,450	95,576	4%			
State Income Tax	331,751	376,737	44,986	14%	2,679,580	3,000,706	321,126	12%	3,145,000	2,643,760	3,000,706	356,946	14%			
Utility Tax - Electricity	162,326	167,163	4,837	3%	1,535,989	1,583,908	47,920	3%	1,800,000	1,519,362	1,583,908	64,547	4%			
Telecommunications Tax	133,830	129,045	(4,785)	-4%	1,354,237	1,388,345	34,108	3%	1,562,000	1,295,442	1,388,345	92,903	7%			
Fines (Court, Ord., ATLE, Towing)	99,241	131,795	32,554	33%	1,154,134	1,266,903	112,769	10%	1,545,000	1,276,783	1,266,903	(9,880)	-1%			
Natural Gas Use Tax	83,860	90,764	6,904	8%	369,099	345,801	(23,298)	-6%	575,000	390,852	345,801	(45,051)	-12%			
Other Taxes (Use, Hotel, PPRT Real Estate, Road & Bridge)	98,672	86,439	(12,233)	-12%	1,650,078	1,465,161	(184,917)	-11%	1,534,700	1,309,231	1,465,161	155,930	12%			
Licenses (Vehicle, Liquor, etc.)	5,562	4,354	(1,208)	-22%	478,646	473,744	(4,902)	-1%	607,000	499,223	473,744	(25,480)	-5%			
Cable Franchise Fees	128,814	-	(128,814)	-100%	427,556	460,575	33,019	8%	550,000	458,333	460,575	2,242	0%			
Building Permits	41,724	34,964	(6,760)	-16%	491,406	463,969	(27,437)	-6%	500,600	435,500	463,969	28,469	7%			
Fees for Services	46,343	36,326	(10,017)	-22%	533,164	469,478	(63,686)	-12%	570,200	495,700	469,478	(26,222)	-5%			
Interest Income	2,888	2,749	(139)	-5%	28,989	30,736	1,747	6%	25,000	20,833	30,736	9,903	48%			
All Other / Miscellaneous	33,420	20,499	(12,921)	-39%	745,377	582,680	(162,698)	-22%	579,500	494,000	582,680	88,680	18%			
Revenue Totals	1,823,180	1,761,026	(62,154)	-3%	17,930,548	18,223,580	293,032	2%	20,785,000	17,310,135	18,223,580	913,444	5%			

EXPENDITURES

Fire & Police Commission	270	-	(270)	-100%	1,616	20,004	18,388	1138%	5,448	4,540	20,004	15,464	341%
Legislative Board	2,358	2,640	282	12%	104,767	97,182	(7,585)	-7%	104,790	100,030	97,182	(2,848)	-3%
Plan Commission & ZBA	48	-	(48)	-100%	4,082	3,045	(1,038)	-25%	7,474	6,230	3,045	(3,185)	-51%
Legal Services	25,664	10,919	(14,746)	-57%	155,521	185,280	29,759	19%	315,000	262,500	185,280	(77,220)	-29%
Village Clerk	1,902	1,946	44	2%	26,702	32,048	5,346	20%	46,360	38,941	32,048	(6,893)	-18%
Administration	36,263	35,504	(759)	-2%	417,153	398,496	(18,657)	-4%	455,550	385,368	398,496	13,128	3%
Employee Relations	21,745	20,261	(1,484)	-7%	186,001	195,906	9,905	5%	248,586	215,490	195,906	(19,584)	-9%
Financial Management	57,745	60,344	2,599	5%	659,162	736,312	77,151	12%	842,272	715,561	736,312	20,751	3%
Engineering Services	53,109	58,557	5,449	10%	637,803	729,439	91,636	14%	843,483	711,532	729,439	17,908	3%
Community Development	50,947	56,664	5,717	11%	589,546	684,018	94,472	16%	814,240	686,739	684,018	(2,721)	0%
Management Services	81,475	71,314	(10,161)	-12%	612,441	705,068	92,627	15%	803,407	674,367	705,068	30,701	5%
Police	874,828	898,569	23,741	3%	10,068,465	10,437,151	368,685	4%	12,278,685	10,462,464	10,437,151	(25,313)	0%
Public Works	247,521	216,250	(31,271)	-13%	2,420,920	2,733,886	312,967	13%	3,145,670	2,716,256	2,733,886	17,631	1%
Municipal Building	19,701	22,248	2,547	13%	252,426	320,861	68,435	27%	386,785	325,007	320,861	(4,146)	-1%
Municipal Garage	620	(2,354)	(2,975)	-479%	32,159	56,403	24,244	75%	-	-	56,403	56,403	100%
Transfers and Agreements	-	64,081	64,081	100%	62,421	141,170	78,749	126%	446,000	129,000	141,170	12,170	9%
Town Center	320	327	7	2%	33,485	33,755	270	1%	41,250	41,250	33,755	(7,495)	-18%
Expenditure Totals	1,474,515	1,517,269	42,754	3%	16,264,671	17,510,024	1,245,353	8%	20,785,000	17,475,274	17,510,024	34,751	0%
Net Increase / (Decrease)	348,666	243,758	(104,908)		1,665,877	713,555	(952,322)		-	(165,138)	713,555	878,694	

Village of Carol Stream
Water and Sewer Fund Budget Summary
 For the Month Ended February 28, 2013

	MONTH				YTD				BUDGET					
	Last Year Feb	Current Year Feb	Monthly Variance \$ %		Last Year YTD	Current Year YTD	YTD Variance \$ %		Annual Budget	YTD Budget	YTD Actual	Variance \$ %		
REVENUES														
Water Billings	\$ 366,906	\$ 521,585	154,678	42%	\$ 3,839,154	\$ 4,794,904	955,751	25%	\$ 5,240,000	\$ 4,332,086	\$ 4,794,904	462,818	11%	
Sewer Billings	164,080	198,694	34,614	21%	2,018,016	2,162,033	144,017	7%	2,310,000	1,958,165	2,162,033	203,868	10%	
Penalties/Admin Fees	12,210	14,431	2,221	18%	124,973	143,795	18,822	15%	144,000	120,000	143,795	23,795	20%	
Connection/Expansion Fees	4,387	-	(4,387)	-100%	73,261	49,030	(24,231)	-33%	130,000	108,333	49,030	(59,303)	-55%	
Interest Income	3,180	3,951	770	24%	34,596	35,960	1,364	4%	38,000	31,667	35,960	4,293	14%	
Rental Income	9,289	9,568	279	3%	137,686	133,691	(3,995)	-3%	159,000	132,500	133,691	1,191	1%	
All Other / Miscellaneous	1,966	3,159	1,193	61%	55,321	295,414	240,093	434%	96,751	93,084	295,414	202,330	217%	
Revenue Totals	562,020	751,387	189,368	34%	6,283,006	7,614,828	1,331,822	21%	8,117,751	6,775,835	7,614,828	838,992	12%	
EXPENDITURES														
Salaries & Benefits	86,859	82,642	(4,217)	-5%	884,985	934,804	49,819	6%	1,208,214	1,022,335	934,804	(87,530)	-9%	
Purchase of Water	219,379	278,620	59,242	27%	2,295,604	3,183,560	887,956	39%	3,718,000	3,001,353	3,183,560	182,207	6%	
WRC Operating Contract	134,928	126,829	(8,099)	-6%	1,560,392	1,301,342	(259,049)	-17%	1,701,105	1,417,588	1,301,342	(116,245)	-8%	
Maintenance & Operating	95,514	64,688	(30,826)	-32%	796,289	1,566,915	770,626	97%	1,843,937	1,536,614	1,566,915	30,300	2%	
IEPA Loan P&I	-	-	-	0%	214,325	214,325	-	0%	428,650	214,325	214,325	0	0%	
DWC Loan P&I	-	-	-	0%	12,751	12,751	-	0%	12,751	12,751	12,751	0	0%	
Capital Outlay	8,259	359,736	351,477	4256%	98,742	1,563,120	1,464,378	1483%	2,856,000	2,800,000	1,563,120	(1,236,880)	-44%	
Expenditure Totals	544,939	912,515	367,576	67%	5,863,088	8,776,818	2,913,730	50%	11,768,657	10,004,966	8,776,818	(1,228,148)	-12%	
Net Increase / (Decrease)	17,081	(161,128)	(178,209)		419,918	(1,161,990)	(1,581,908)		(3,650,906)	(3,229,130)	(1,161,990)	2,067,140		

Village of Carol Stream
Capital Budget Summary
For the Month Ended February 28, 2013

	MONTH				YTD				BUDGET*		
	Last Year Feb	Current Year Feb	Monthly Variance		Last Year YTD	Current Year YTD	YTD Variance		Annual Budget	YTD Actual	% of Total
			\$	%			\$	%			
CAPITAL PROJECTS FUND											
REVENUES											
Capital Grants	\$ -	\$ 22,048	22,048	100%	\$ 872,134	\$ 764,471	(107,663)	-12%	\$ 762,500	\$ 764,471	100%
Interest Income	(6,653)	5,909	12,561	-189%	39,229	40,781	1,552	4%	36,000	40,781	113%
All Other / Miscellaneous	-	9,530	9,530	100%	204,617	39,529	(165,088)	-81%	275,000	39,529	0%
Revenue Totals	(6,653)	37,487	44,140	-663%	1,115,980	844,781	(271,199)	-24%	1,073,500	844,781	79%
EXPENDITURES											
Roadway Improvements	4,408	5,050	642	15%	1,618,032	3,367,937	1,749,905	108%	4,121,000	3,367,937	82%
Facility Improvements	-	-	-	0%	104,986	-	(104,986)	-100%	-	-	0%
Stormwater Improvements	20,570	1,520	(19,050)	-93%	601,529	274,624	(326,905)	-54%	310,000	274,624	89%
Miscellaneous	-	-	-	0%	14,400	4,164	(10,236)	-71%	20,000	4,164	0%
Expenditure Totals	24,978	6,570	(18,408)	-74%	2,338,946	3,646,725	1,307,778	56%	4,451,000	3,646,725	82%
Net Increase / (Decrease)	(31,631)	30,917	62,548	-198%	(1,222,966)	(2,801,944)	(1,578,978)	129%	(3,377,500)	(2,801,944)	83%
MFT FUND											
REVENUES											
Motor Fuel Tax Allotments	\$ 80,318	\$ 79,781	(537)	-1%	\$ 1,019,256	\$ 995,765	(23,490)	-2%	\$ 1,001,000	\$ 995,765	99%
Interest Income	382	403	21	5%	3,642	4,731	1,090	30%	5,000	4,731	95%
Revenue Totals	80,700	80,184	(516)	-1%	1,022,897	1,000,496	(22,401)	-2%	1,006,000	\$ 1,000,496	99%
EXPENDITURES											
Street Resurfacing - Capital	-	-	-	0%	-	-	-	0%	-	-	0%
Crack Filling	-	-	-	0%	113,090	135,809	22,719	20%	117,000	135,809	116%
Salt	63,525	-	(63,525)	-100%	102,302	138,580	36,278	35%	255,000	138,580	54%
Electricity	5,031	6,779	1,748	35%	34,513	40,281	5,768	17%	60,000	40,281	67%
Materials and Supplies	150	371	221	148%	35,888	20,587	(15,300)	-43%	50,000	20,587	41%
Expenditure Totals	68,706	7,150	(61,556)	-90%	285,793	335,258	49,465	17%	482,000	335,258	70%
Net Increase / (Decrease)	11,994	73,034	61,039	509%	737,104	665,239	(71,866)	-10%	524,000	665,239	127%

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

Village of Carol Stream
TIF Funds Budget Summary
 For the Month Ended February 28, 2013

	MONTH				YTD				BUDGET				
	Last Year	Current Year	Monthly Variance		Last Year	Current Year	YTD Variance		Annual	YTD	YTD	Variance	
	Feb	Feb	\$	%	YTD	YTD	\$	%	Budget	Budget	Actual	\$	%
GENEVA CROSSING TIF													
REVENUES													
TIF Property Taxes	\$ -	\$ -	\$ -	0%	\$ 366,002	\$ 358,088	\$ (7,913)	-2%	\$ 380,000	\$ 380,000	\$ 358,088	\$ (21,912)	-6%
Interest Income	13	14	1	8%	153	159	6	4%	100	83	159	75	90%
Village Contribution	-	-	-	0%	46,470	66,376	19,906	43%	120,000	120,000	66,376	(53,624)	-45%
Revenue Totals	13	14	1	8%	412,625	424,623	11,998	3%	500,100	500,083	424,623	(75,460)	-15%
EXPENDITURES													
Principal Retirement	-	-	-	0%	220,000	230,000	10,000	5%	230,000	230,000	230,000	-	0%
Interest Expense	-	-	-	0%	147,735	138,110	(9,625)	-7%	138,110	138,110	138,110	-	0%
Paying Agent Fees	-	-	-	0%	3,839	4,582	744	19%	3,500	3,500	4,582	1,082	31%
Expenditure Totals	-	-	-	0%	371,574	372,692	1,119	0%	371,610	371,610	372,692	1,082	0%
Net Increase / (Decrease)	13	14	1	8%	41,051	51,931	10,880	27%	128,490	128,473	51,931	(76,542)	-60%
NORTH/SCHMALE TIF*													
REVENUES													
TIF Property Taxes	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%
Interest Income	-	-	-	0%	-	-	-	0%	-	-	-	-	0%
Revenue Totals	-	-	-	0%	-	-	-	0%	-	-	-	-	0%
EXPENDITURES													
Legal Fees	17,024	-	(17,024)	-100%	17,024	24,827	7,803	46%	10,000	10,000	24,827	14,827	148%
Consulting Fees	10,549	-	(10,549)	-100%	10,549	7,275	(3,274)	-31%	10,000	10,000	7,275	(2,725)	-27%
Expenditure Totals	27,573	-	(27,573)	-100%	27,573	32,102	4,529	16%	20,000	20,000	32,102	12,102	61%
Net Increase / (Decrease)	(27,573)	-	27,573		(27,573)	(32,102)	(4,529)		(20,000)	(20,000)	(32,102)	(12,102)	

* Created 12/5/2011.

Village of Carol Stream
Police Pension Fund Budget Summary
For the Month Ended February 28, 2013

POLICE PENSION FUND	MONTH				YTD				BUDGET					
	Last Year	Current Year	Monthly Variance		Last Year	Current Year	YTD Variance		Annual	YTD	YTD	Variance		
	Feb	Feb	\$	%	YTD	YTD	\$	%	Budget	Budget	Actual	\$	%	
REVENUES														
Investment Income	\$ 577,414	\$ 372,310	\$ (205,104)	-36%	\$ 2,389,424	\$ 1,547,721	\$ (841,702)	-35%	\$ 2,200,750	\$ 1,833,958	\$ 1,547,721	\$ (286,237)	-16%	
Employee Contributions	36,703	38,919	2,216	6%	417,850	424,048	6,197	1%	508,000	429,846	424,048	(5,799)	-1%	
Village Contribution	119,548	122,866	3,318	3%	1,195,480	1,228,660	33,180	3%	1,474,398	1,228,665	1,228,660	(5)	0%	
Other Revenues	1,129	1,129	-	0%	145,652	125,330	(20,322)	-14%	-	-	125,330	125,330	100%	
Revenue Totals	734,794	535,224	(199,570)	-27%	4,148,405	3,325,759	(822,647)	-20%	4,183,148	3,492,469	3,325,759	(166,711)	-5%	
EXPENDITURES														
Investment and Admin Fees	8,505	2,893	(5,612)	-66%	87,673	141,661	53,989	62%	90,900	75,750	141,661	65,911	87%	
Participant Benefit Payments	118,895	130,290	11,395	10%	1,087,129	1,280,602	193,472	18%	1,500,000	1,250,000	1,280,602	30,602	2%	
Expenditure Totals	127,400	133,184	5,784	5%	1,174,802	1,422,263	247,461	21%	1,590,900	1,325,750	1,422,263	96,513	7%	
Net Increase / (Decrease)	607,394	402,040	(205,354)		2,973,603	1,903,495	(1,070,108)		2,592,248	2,166,719	1,903,495	(263,224)		

Village of Carol Stream
Schedule of Cash and Investment Balances
 February 28, 2013

FUND	CASH	INVESTMENTS	TOTAL CASH & INVESTMENTS	LAST YEAR 2/29/2012
GENERAL FUND	\$ 1,302,751.40	\$ 13,860,072.06	\$ 15,162,823.46	\$ 18,178,233.25
WATER & SEWER FUND	681,700.23	14,871,409.36	15,553,109.59	17,564,076.73
CAPITAL PROJECTS FUND	-	19,764,552.14	19,764,552.14	17,721,264.34
MFT FUND	-	3,308,324.61	3,308,324.61	2,543,747.12
GENEVA CROSSING TIF FUND	-	1,670,228.28	1,670,228.28	1,544,477.68
NORTH/SCHMALE TIF FUND	-	-	-	-
POLICE PENSION FUND	176,049.33	35,005,826.28	35,181,875.61	32,609,545.71
TOTAL	<u>\$ 2,160,500.96</u>	<u>\$ 88,480,412.73</u>	<u>\$ 90,640,913.69</u>	<u>\$ 90,161,344.83</u>