

**AGENDA
REGULAR MEETING – MAYOR & BOARD OF TRUSTEES
VILLAGE OF BURR RIDGE**

**January 14, 2013
7:00 p.m.**

- 1. CALL TO ORDER/PLEDGE OF ALLEGIANCE**
- Caroline and Samuel Shishem, St. Isaac Jogues School

- 2. ROLL CALL**

Acceptance of Resignation as Trustee from Acting Mayor Robert Sodikoff

Consideration of Recommendation from Acting Mayor Robert Sodikoff to Appoint Guy Franzese to Fill the Unexpired Term of Former Trustee Robert Sodikoff

Swearing In of Newly Appointed Trustee

- 3. AUDIENCE**

- 4. CONSENT AGENDA – OMNIBUS VOTE**

All items listed with an asterisk (*) are considered routine by the Village Board and will be enacted by one motion. There will be no separate discussion of these items unless a Board member or citizen so request, in which event the item will be removed from the Consent Agenda.

7:00 p.m.

PROCLAMATION

Recognizing Eagle Scout Seth Biedrzycki

PUBLIC HEARING

Amendment to Annexation Agreement – Jackson Street/Bluff Road PUD

- 5. MINUTES**

- *A. Approval of Regular Meeting of December 10, 2012
- *B. Receive and File Draft Hotel Marketing Committee Meeting of December 5, 2012
- *C. Receive and File Draft Street Policy Committee Meeting of December 10, 2012

- 6. ORDINANCES**

- A. Consideration of An Ordinance Authorizing the Second Amendment to Pre-Annexation Agreement to Extend the Deadline for Completion of Roadway Improvements (Bluff Road/Waterfall Glen Planned Development District (P.D.D.))

- *B. Approval of An Ordinance Granting a Variation from the Village of Burr Ridge Zoning Ordinance to Permit an Addition to a House with a Rear Yard Setback of 55 feet rather than the Required 60 feet (V-05-2012: 15W241 81st Street – Paulan)

7. RESOLUTIONS

- *A. Adoption of Resolution Authorizing Intergovernmental Agreement between the Village of Burr Ridge and DuPage County for Reporting and Water Meter Reading
- *B. Adoption of Resolution Approving the Annual Publication of the Village of Burr Ridge Zoning Map
- *C. Adoption of Resolution of Appreciation Recognizing Retirement After 30 Years of Dedicated Service to the Village of Burr Ridge – Officer Scott Phillips

8. CONSIDERATIONS

- A. Consideration of Recommendation to Approve the 2013 Summer Concert Lineup
- *B. Approval of Recommendation to Authorize Public Works Director to Hire Two Part-Time Meter Readers
- *C. Ratification of Approval of Agreement Between the International Union of Operating Engineers, Local 150 Public Employees Division and Village of Burr Ridge for the period of December 1, 2012 through April 30, 2016 (Public Works Union Contract)
- *D. Approval of Recommendation to Purchase Mobile Radios
- *E. Approval of Recommendation to Authorize Local Agency Agreement with IDOT regarding Madison Street Grant Project
- *F. Approval of Recommendation to Award Contract for Lift Station Maintenance
- *G. Approval of Recommendation to Award Contract for Repair of Public Works Facility HVAC System (Heat Exchange Equipment)
- *H. Approval of Acting Mayor's Recommendations Concerning Board Committee Appointments
- *I. Approval of Recommendation to Approve Request from WB/BR Chamber of Commerce for Placement of Temporary Promotional Signs for the Business Expo on March 6 and the Cruisin' 66 Fest in August
- *J. Approval of Vendor List
- K. Other Considerations – For Announcement, Deliberation and/or Discussion Only – No Official Action will be Taken

9. AUDIENCE
10. REPORTS AND COMMUNICATIONS FROM VILLAGE OFFICIALS
11. ADJOURNMENT

TO: Acting Mayor and Board of Trustees
FROM: Village Administrator Steve Stricker and Staff
SUBJECT: Regular Meeting of January 14, 2013
DATE: January 11, 2013

PLEDGE OF ALLEGIANCE - Caroline and Samuel Shishem, St. Isaac Jogues School

ACCEPTANCE OF RESIGNATION AS TRUSTEE FROM ACTING MAYOR ROBERT SODIKOFF

Attached please find a letter from Acting Mayor Robert Sodikoff resigning his position as Trustee.

It is my recommendation that the Village Board approve acceptance of the resignation letter.

CONSIDERATION OF RECOMMENDATION FROM ACTING MAYOR ROBERT SODIKOFF TO APPOINT GUY FRANZESE TO FILL THE UNEXPIRED TERM OF FORMER TRUSTEE ROBERT SODIKOFF

Acting Mayor Robert Sodikoff is recommending that Guy Franzese to be appointed to the Village Board to fill the unexpired term of former Trustee Robert Sodikoff. The Village Board must vote to confirm this appointment.

SWEARING IN OF NEWLY APPOINTED TRUSTEE

PROCLAMATION – Recognizing Eagle Scout Seth Biedrzycki

Seth Edward Biedrzycki, Boy Scout Troop 56, recently completed all the requirements for the rank of Eagle Scout (see attached). In recognition of this achievement, a Proclamation has been prepared for Board approval.

It is my recommendation: that the Proclamation recognizing Eagle Scout Seth Biedrzycki be approved

PUBLIC HEARING – Amendment to Annexation Agreement – Jackson Street/Bluff Road PUD

Enclosed is the public hearing notice for the proposed Amendment to the Jackson Street/Bluff Road PUD Annexation Agreement. The Ordinance approving the Amendment is Item #6A on this Agenda.

6. ORDINANCES

A. Amendment to Jackson Street/Bluff Road PUD Annexation Agreement

Attached is an Ordinance authorizing approval of an amendment to a pre-annexation agreement for the property at 97th and Jackson Streets. This property is unincorporated but is subject to a pre-annexation agreement with the Village. The agreement allowed the developer to construct five office buildings and to connect the office buildings to Village water. In exchange, the developer agreed to annex to the Village when the property becomes contiguous and to make improvements to the adjacent Jackson Street and Bluff Road.

The Village Board discussed this matter at the December 10, 2012 meeting. At that time, the Village Board agreed to consider the developer's request to extend the deadline for completion of the street improvements. The previous deadline was October of 2012. The amendment extends the deadline to: two years after annexation of the property or November 1, 2017 whichever occurs first.

The streets are in acceptable condition and are currently maintained by the Downers Grove Township Highway Commissioner. Extending the deadline for the improvements benefits the Village in that it pushes forward the time at which the streets will have to be resurfaced (i.e. after the Village takes over maintenance).

It is our recommendation: that the Ordinance be approved.

B. Variation (V-05-2012: 15W241 81st Street – Paulan)

Attached is an Ordinance approving a rear yard setback variation for the above referenced property. The homeowner is seeking to construct an addition which would encroach up to 5 feet into the required 60 foot rear yard setback. The Zoning Board of Appeals recommended approval of this variation.

It is our recommendation: that the Ordinance be approved.

7. RESOLUTIONS

A. IGA with DuPage County – Water Meter Reading

At its November 28, 2011 meeting, the Village Board voted unanimously to direct Staff to work with DuPage County to amend the existing water meter agreement, to commence with the process of hiring two part-time meter readers and to begin once again to read our own water meters. After several months of negotiations, delays and proposals and counter-proposals regarding how to best move forward with the reading of water meters to benefit both the Village and the County, we have now come to agreement on a new Intergovernmental Agreement that provides for the Village to read its

own water meters and to charge DuPage County \$1.25 per meter read, with the understanding that the Village would hire two part-time meter readers for this purpose. As the Board will recall, hiring two part-time meter readers will also allow us to accelerate the meter replacement program (see Item #8B).

The agreement with the County provides for joint reading of meters in March 2013 to allow our new meter readers an opportunity for training, with the idea that they will begin reading meters on their own beginning with the May 1 cycle. The plan will be to read meters for half the Village on a monthly basis, beginning in May.

It is our recommendation: that the Resolution authorizing an Intergovernmental Agreement between the Village of Burr Ridge and DuPage County concerning water meter reading be adopted and that the Acting Mayor be authorized to sign the agreement.

B. Annual Publication of Burr Ridge Zoning Map

Attached is a copy of the current Zoning Map. State law requires the Village to formally approve the map once a year. Approval of the map does not include any changes to the map (there are no re-zonings, annexations, or subdivisions that were not previously approved by the Village Board).

It is our recommendation: that the Resolution be adopted.

C. Scott Phillips' Retirement

Attached please find the Resolution recognizing Scott Phillips' retirement after 30 years with the Burr Ridge Police Department. Scott's retirement reception was held on January 10 and the Resolution was presented to him at that time.

It is our recommendation: that the Resolution be adopted.

8. CONSIDERATIONS

A. 2013 Summer Concert Lineup

The 2012 11-week "Concerts on the Green" was held June 8 through August 17 with attendance averaging approximately 1,800 guests per concert. The total cost of the concerts (including entertainment, advertising and other professional services) was \$21,001.20, which was offset by \$15,000 in sponsorship revenue. Surveys of Village Center tenants indicate that this event is a favorite of retailers and restaurants because of the additional traffic it drives to downtown Burr Ridge.

The Events Planning Committee and Assistant Village Administrator work closely with the Burr Ridge Park District to produce this event and look forward to continuing this relationship into 2013. The Downtown Burr Ridge Events Planning Committee recently met to discuss the schedule and entertainment for the 2013 "Concerts on the Green" summer music series.

The Committee is unanimously recommending a 13-week series in 2013 with concerts every Friday in June, July and August from 7:30-9:00 p.m. Below is a list of preferred acts and their cost to perform.

| Date | Band | Cost | Genre |
|--------------|-----------------------------------|-----------------|-------------------------------|
| 6/7 | Heartache Tonight | \$2,300 | Eagles Tribute |
| 6/14 | The Neveryly Brothers* | \$1,500 | Oldies |
| 6/21 | Spoken Four | \$1,500 | Contemporary Variety |
| 6/28 | Peter Oprisko Pop/Jazz Band | \$2,500 | Sinatra and Standards |
| 7/5 | The Steve Cooper Orchestra* | \$1,600 | Big Band |
| 7/12 | Connexion Band* | \$1,000 | Variety |
| 7/19 | Mambo All-Stars | \$1,500 | Mambo |
| 7/26 | To be determined | \$1,450 | To be determined |
| 8/2 | Pamela Rose & Windy City Country* | \$1,000 | Country/Western |
| 8/9 | Denny Diamond | \$2,000 | Neal Diamond Cover Band |
| 8/16 | Chicago Kingsnakes | \$950 | Blues |
| 8/23 | Billy Elton* | \$1,000 | Billy Joel/Elton John Tribute |
| 8/30 | ABBA Salute* | \$1,200 | ABBA Tribute |
| TOTAL | | \$19,500 | |

**Return acts that have performed previously in Burr Ridge.*

The Downtown Burr Ridge Events Planning Committee unanimously recommends that the Village Board authorize contracts with the entertainers listed above at a cost not to exceed \$19,500 and that funds be placed in the FY 13-14 Budget for these purposes. The Committee does not recommend delaying the authorization of these contracts as the Village will lose several of its preferred acts if contracts are not signed soon. Please note that this amount is for entertainment only and additional funds will be budgeted for advertising, crowd control equipment, miscellaneous signage, a raised performance stage, and professional services such as photography. Those costs will exist whether regardless of the length of the concert series.

To-date, the Downtown Burr Ridge Events Planning Committee has secured \$10,500 in sponsorships that will help underwrite entertainment costs. The Committee conservatively estimates that it will secure an additional \$9,000 sponsorship revenue for the concerts, making the net projected cost \$10,835.00 for a 13-week concert series in 2013.

It is my recommendation: that the recommendation of the Downtown Burr Ridge Events Planning Committee be approved.

B. Hire Part-Time Meter Readers

Included on the agenda for the January 14, 2013 Village Board meeting is an intergovernmental agreement with DuPage County which will formalize the

agreement for the Village to begin to provide water meter reading data to the County beginning in May, 2013.

Prior to 1991, Burr Ridge employees performed meter reading services, therefore we have accurate metrics for the amount of time/staff required to perform this work. Staff has determined that a meter reader can conservatively read 25 meters per hour. There are currently 24,294 readings required per year, so meter reading operations will require approximately 1,000 man-hours per year.

Rather than reading the entire Village every 60 days, as is currently done by the County, the Village would propose to read half the Village every 30 days. This approach will allow us to retain the 60 day billing cycle for customers, but the reading cycles will be staggered so that the work can be performed with fewer resources/personnel. It is recommended that two employees be hired in order to ensure that all the meters in each cycle are read in a reasonable period of time, and that customers won't be bumped into a higher water rate tier as a result of a lengthened reading cycle, a target of two to three weeks per reading cycle has been set for this purpose. Utilization of part-time employees will also provide the opportunity to have additional staff available to advance the meter replacement program, and to assist with other critical/emergency duties, such as snow plowing and storm response when needed.

Based upon cost escalation proposed by the County, Burr Ridge staff has found that meter reading services can be performed more economically by utilizing two part-time employees to perform this service. This approach is estimated to result in cost savings when compared to the two alternatives proposed by the County. In addition, the Village will retain greater control over our consumption data. Therefore, it is our recommendation that staff solicit for applicants for these positions and begin to coordinate with the County the transfer of reading responsibility.

C. Public Works Union Contract Ratification

I am pleased to report that the collective bargaining agreement with the Public Works Union (Local 150 Operating Engineers) was ratified by the employees on December 27, 2012. The Village's negotiating committee (Acting Mayor Sodikoff, Trustee Paveza, Public Works Director Paul and I) recommend that the Village Board approve the agreement at its January 14, 2013, Board Meeting. Attached please find a copy of the contract.

It is our recommendation: that approval of the Public Works Union Contract be ratified.

D. Purchase of Mobile Radios

Due to FCC mandate, all public safety radio communications on the VHF frequencies must be narrowband compliant as of January 2013. For most of the police department VHF radios, re-programming each radio will meet the

FCC mandate. Unfortunately we have eleven (11) VHF mobile radios that are approximately fifteen years old and are unable to be re-programmed due to their age.

The cost to replace eleven (11) VHF mobile radios is \$10,169.50 (\$924.50 each) from Motorola. This is a sole source purchase from Motorola. A combination of donation and discretionary funds will be used to complete this purchase. The breakdown is as follows:

- Discretionary Account(Seizure Account) - \$5,169.50
- Village / Police Donation Account - \$5,000.00

It is our recommendation: that the recommendation to purchase a quantity of 11 Motorola XTL 1500 VHF mobile radios from Motorola, Inc. be approved.

E. Local Agency Agreement with IDOT (Madison Street Grant Project)

The Village has been awarded \$335,370 in Federal funding for roadway improvements on Madison Street. The proposed work will include resurfacing Madison Street between the I-55 overpass and 91st Street, along with full-depth patching at various locations and the installation of curb and sidewalk on the east side of Madison between 87th Street and 89th Street.

As a requirement for the utilization of Federal funds, the Village must execute a Local Agency Agreement with IDOT. IDOT will be contract signatory for this project, and will provide direct payment to the contractor for the full amount of the contract, even though the grant provides only partial funding. The Village will oversee construction and reimburse IDOT for the portion which was not covered by the grant. IDOT requires completion of the Local Agency Agreement in order to ensure that the municipality has programmed funds for the reimbursement of the local share. In this case, funds for the local share for this project have been allocated in the proposed FY 2013-14 Capital Budget. The project will be let in March 2013, and will be constructed during summer, 2013.

It is our recommendation: that the Village Board authorize the Acting Mayor to execute the Local Agency Agreement with IDOT, for the application of grant funds to roadway improvements on Madison Street.

F. Contract for Lift Station Maintenance

The annual service contract with Metropolitan Industries, Inc. for the maintenance of the three (3) sanitary sewer system lift stations located in the Village is due for renewal. The total annual cost of the new contract is \$9,180.00 for the monthly servicing of the Chasemoor, Arrowhead and Highland Fields lift stations. This will be billed on a monthly basis of \$765.00 per month. This amount represents no monthly increase from the current contract cost.

Metropolitan Industries, Inc. of Romeoville, Illinois has been performing this work for the past several years. They are the only local company that has the

ability to perform these maintenance functions and also provide 24 hour emergency service. Therefore, it is my recommendation to renew the contract with Metropolitan Industries, Inc. for the 2013 calendar year.

It is our recommendation: that the annual contract for Lift Station Maintenance be awarded to Metropolitan Industries, Inc. in the amount of \$9,180.

G. Contract for PW HVAC System Repair

The FY 12-13 budget includes \$15,000 for replacement of the DPW HVAC system. The existing system is 20 years old and is in jeopardy of imminent failure as exhibited by blistering of critical internal components. The DPW has solicited competitive pricing from several vendors, and have requested references, state certifications, and insurance documents from the low bidder, all of which is in order at this time. The three bids received were as follows:

| <u>Contractor</u> | <u>Price</u> |
|---|--------------|
| K.C.W. Environmental Conditioning, Inc. | \$ 12,682 |
| Alliance Mechanical Services | \$ 14,075 |
| Solutions Mechanical | \$ 14,598 |

It is our recommendation: that the contract for HVAC system replacement at the DPW be awarded to the low bidder, KCW Environmental Conditioning, Inc., in the amount of \$12,682.

H. Board Committee Appointments

Based on discussions with various Board members, Acting Mayor Sodikoff is recommending a few changes to existing Board Committees (see attached).

It is our recommendation: that the recommendation of Acting Mayor Sodikoff concerning Board Committee appointments be approved.

I. Temporary Promotional Signs – Chamber of Commerce

Enclosed is a letter from Cheryl Collins, Executive Director of the Willowbrook/Burr Ridge Chamber of Commerce, requesting that the Chamber be allowed to erect temporary signs at the usual locations for their upcoming Business Expo on March 6 and the Cruisin' 66 Fest in August.

It is our recommendation: that the request from the WB/BR Chamber of Commerce to erect temporary signage for the Business Expo and Cruisin' 66 Fest be approved.

J. Approval of Vendor List

Enclosed is the Vendor List in the amount of \$670,271.42 for all funds, plus \$679,953.30 for payroll, for a grand total of \$1,350,224.72. The Vendor List includes the following special amounts:

- \$288,807.00 – IRMA for 2013 membership contribution (80% General Fund; 20% Water Fund)
- \$30,321.41 – Hitchcock Design Group for I-55 Bridge Design (November and December payments)
- \$42,174.46 – J. C. Anderson, Inc. to Phase 1 Village Hall renovations (December payment)

It is our recommendation: that the Vendor List be approved.

Robert N. Sodikoff
6029 Woodcreek
Burr Ridge, Illinois 60527

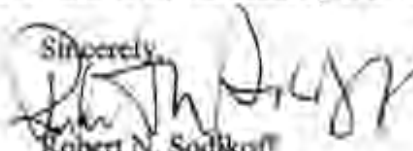
January 10, 2013

Mr. Steven S. Stricker
Village Administrator
Burr Ridge Village Hall
7660 County Line Road
Burr Ridge, Illinois 60527

Ms. Karen Thomas
Village Clerk
Burr Ridge Village Hall
7660 County Line Road
Burr Ridge, Illinois 60527

Dear Steve and Karen:

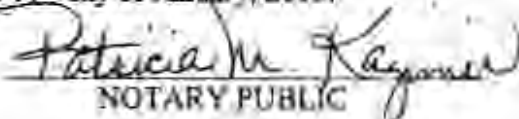
With my appointment as acting mayor, I find it appropriate to resign as trustee and to fill the vacancy created by my resignation. I have asked the members of the board of trustees to individually nominate a potential successor trustee and to submit that name to the Village Administrator, Steve Stricker, to see if there is a general consensus. I am advised that there is, and that the consensus nominee is Guy Franzese. Accordingly, please accept this as my letter of resignation as trustee effective immediately and place on the upcoming trustees' meeting agenda the nomination of Mr. Franzese to serve as trustee to fill the vacancy created by my resignation.

Sincerely,

Robert N. Sodikoff

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert N. Sodikoff, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 10th day of January, 2013.


NOTARY PUBLIC



PROCLAMATION RECOGNIZING EAGLE SCOUT SETH BIEDRZYCKI

WHEREAS, Seth Edward Biedrzycki, Boy Scout Troop 56, attained the designation of "Eagle Scout", Scouting's highest award; and

WHEREAS, Seth has been an active scout demonstrating outstanding leadership and has contributed many service hours during his years of scouting; and

WHEREAS, Seth's Eagle Scout service project involved the organization, planning and recruitment of volunteers and participants for a community "Learn to Fish" event held at the Burr Ridge Park District, which incorporated the teaching of fishing techniques, bait making, knot tying, first aid, identification of fish species and catching fish; and

WHEREAS, Seth obtained donations from local civic groups and businesses to fund the event and provide supplies as well as prizes of fishing rods and tackle gear for all who participated; and

WHEREAS, on Sunday, January 27, 2013, Seth will be recognized in a Court of Honor Ceremony at 2:00 p.m. at Our Lady of Mount Carmel Church in Darien, Illinois.

NOW, THEREFORE, BE IT RESOLVED that the Village of Burr Ridge, Cook and DuPage Counties, Illinois, extends to Seth Edward Biedrzycki individually, collectively and with great pride, their sincere congratulations for achieving this highest of scouting awards which symbolizes the American ideal of good citizenship.

APPROVED this ____ day of ____, 2013, by the Mayor and Board of Trustees of the Village of Burr Ridge,

AYES:

NAYS:

ABSENT:

IN WITNESS WHEREOF, I have set my hand this ____ day of ____, 2013.

Robert N. Sodikoff

Acting Mayor

ATTEST:

Karen J. Thomas

Village Clerk

Dave and Marianne Biedrzycki
9 So 373 Highland Rd.
Hinsdale, IL 60527

January 8, 2013

Dear Mayor and Board
of Trustees

Warm winter wishes!
We are proud to inform
you that our son

Seth Edward Biedrzycki of Boy Scout Troop
56 recently completed all the requirements for
the rank of Eagle Scout. His Court of Honor
ceremony will be held on **January 27, 2013 at 2:00** at *Our Lady of Mount Carmel
Church* in the city of Darien, IL.



I know that Seth would be honored to receive a congratulatory letter or certificate from
you on this accomplishment. Your correspondence will be bound and read at his Court of
Honor, and then preserved as a lifelong remembrance of his achievement. The
recognition that an Eagle Scout receives at his Court of Honor is one of the greatest
experiences of his life.

For his Eagle Service project, Seth organized a community *Learn to Fish* event held at
the Burr Ridge Park District, which incorporated fishing techniques, learning types of
fish, bait making, knot tying, first aid and catching fish! His promoting efforts drew
people young and old, including fish enthusiasts who put on spectacular displays of
making handmade flies for fly fishing and fun games to learn the different kinds of fish.
Seth recruited and organized his fellow scouts to run the event and attained assistance
from community civic and local businesses to raise the cost of needed materials or obtain
donated supplies. Donated fishing rods and tackle gear were given as prizes to all who
participated. Seth's Eagle project event even made front page news (link below)!
http://burrridge.suntimes.com/13567286-417/youth-hooked-on-scouting.html#T_dGP&ABJlQ_email

**Please address your correspondence to Eagle Scout Seth Edward Biedrzycki and
send it to the address above by Jan 13th.** Many thanks for helping the Biedrzycki
family, community, and Troop commemorate this important event in his young life.

Respectfully,
Dave and Marianne Biedrzycki

LEGAL NOTICE

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Corporate Authorities of the Village of Burr Ridge, DuPage and Cook Counties, Illinois, will hold a public hearing at 7:00 p.m. on Monday, January 14, 2013, at the Village Hall, 7660 County Line Road, Burr Ridge, Illinois, to consider an amendment to a Pre-Annexation Agreement authorized by the Village of Burr Ridge as per Ordinance No. 1095, regarding the annexation of a parcel consisting of approximately 4.97 acres pursuant to the provisions of Chapter 65, Section 5/11-15.1-1, et. seq. of the Ill. Compiled Stats., said property being legally described as follows:

PERMANENT REAL ESTATE INDEX NUMBER: 10-11-101-008, 10-11-101-010, 10-11-101-015, 10-11-101-016

Lot 1 and 2 (except that part of said lots falling in Tri State Highway (State Route No. 83) as established in the year 1943) in Seidel's Assessment Plat of Lots 48 and 49 of the Assessment Division of the south ½ of sections 1 and 2 and all sections 11 and 12 lying north of the Sanitary District of Chicago, Illinois, in Township 37 North, Range 11, East of the Third Principal Meridian, According to the Plat thereof recorded March 25, 1946, as document no. 343175, in DuPage County, Illinois.

The Owner seeks an amendment to Section 7 of the Pre-Annexation Agreement to extend and modify the deadline for completion of certain roadway improvements.

A copy of the proposed amendment to the pre-annexation agreement shall be on file and available for public inspection during normal business hours from and after January 2, 2013, in the office of the Village Hall, 7660 County Line Road, Burr Ridge, Illinois, 60527.

Amendments and modifications to said proposed amendment to the pre-annexation agreement may be made after public hearing thereon and before the signing thereof.

All persons appearing at said public hearing will be given an opportunity to be heard at the aforesaid public hearing. Such public hearing may be continued from time to time by the Corporate

Authorities of the Village of Burr Ridge without further notice, except as may be required by the Illinois Open Meetings Act.

BY ORDER OF THE CORPORATE AUTHORITIES OF THE VILLAGE OF BURR
RIDGE, DUPAGE AND COOK COUNTIES, ILLINOIS.

/s/ Karen Thomas
VILLAGE CLERK

5A

REGULAR MEETING

MAYOR AND BOARD OF TRUSTEES, VILLAGE OF BURR RIDGE, IL

December 10, 2012

CALL TO ORDER The Regular Meeting of the Mayor and Board of Trustees of December 10, 2012 was held in the Meeting Room of the Village Hall, 7660 County Line Road, Burr Ridge, Illinois and called to order at 7:00 p.m. by Mayor Grasso.

PLEDGE OF ALLEGIANCE The Pledge of Allegiance was conducted by Chief of Police John Madden.

ROLL CALL was taken by the Village Clerk and the results denoted the following present: Trustees Wott, Sodikoff, Paveza, Ruzak, Grela, Manieri, and Mayor Grasso. Also present were Village Administrator Steve Stricker, Public Works Director Paul May, Police Chief John Madden, Community Development Director Doug Pollock, Village Attorney Tom Melody, and Village Clerk Karen Thomas.

There being a quorum, the meeting was open to official business.

PRESENTATION OF MAYOR'S RESIGNATION Mayor Grasso wished holiday greetings to all of the residents. Mayor Grasso also recognized Trustee Grela and Trustee Wott for their service to the Village of Burr Ridge.

Mayor Grasso suggested deferring the appointment of an acting Mayor to the Board Meeting of January 14, 2013. This date is after the close of the filing period for the Mayoral Candidacy and would enable the Board to appoint an Acting Mayor that is not a candidate in the upcoming election to avoid giving a candidate an advantage in the election.

Mayor Grasso thanked the residents for the opportunity to serve the Village of Burr Ridge. Mayor Grasso discussed his decision to resign from his position as Mayor of the Village of Burr Ridge, which he explained is due to the demands of his position on the DuPage County Board.

Mayor Grasso read his official letter of resignation effective December 10, 2012 and left the meeting.

ACCEPTANCE OF MAYOR'S RESIGNATION

Motion was made by Trustee Grela and seconded by Trustee Wott to accept the resignation of Mayor Grasso.

On Roll Call, Vote Was:

AYES: 6 - Trustees Grela, Wott, Paveza, Ruzak, Manieri, Sodikoff
NAYS: 0 - None
ABSENT: 0 - None

Regular Meeting
Mayor and Board of Trustees, Village of Burr Ridge
December 10, 2012

There being six affirmative votes, the motion carried.

ELECTION OF ACTING MAYOR

Motion was made by Trustee Grela and seconded by Trustee Manieri to nominate Trustee Robert N. Sodikoff as Acting Mayor of the Village of Burr Ridge.

Trustee Wott added that she feels Trustee Sodikoff is the most qualified and experienced person to assume the role of Acting Mayor of the Village.

Trustee Grela stated he has known Trustee Sodikoff since 1997 while they were serving together on the Plan Commission and discussed Trustee Sodikoff's experience serving on Village Commissions, Boards, and Committees.

On Roll Call, Vote Was:

AYES: 6 – Trustees Grela, Manieri, Wott, Paveza, Ruzak, Sodikoff

NAYS: 0 – None

ABSENT: 0 – None

There being six affirmative votes, the motion carried.

Acting Mayor Sodikoff thanked the members of the Board for their support and stated that he will uphold the duties of the Village Mayor until the April election. Acting Mayor Sodikoff discussed his past experience serving on the Plan Commission and Village Board and thanked the Trustees for their confidence in nominating him as Acting Mayor.

AUDIENCE Resident Marty Gleason discussed The Black Book by Adlai Stevenson and an excerpt from the book.

CONSENT AGENDA – OMNIBUS VOTE After reading the Consent Agenda by Acting Mayor Sodikoff, motion was made by Trustee Wott and seconded by Trustee Manieri that the Consent Agenda – Omnibus Vote, (attached as Exhibit A) and the recommendations indicated for each respective item, be hereby approved.

On Roll Call, Vote Was:

AYES: 6 – Trustees Wott, Manieri, Grela, Paveza, Ruzak, Sodikoff

NAYS: 0 – None

ABSENT: 0 – None

There being six affirmative votes, the motion carried.

APPROVAL OF REGULAR MEETING OF NOVEMBER 12, 2012 were approved for publication under the Consent Agenda by Omnibus Vote.

Regular Meeting
Mayor and Board of Trustees, Village of Burr Ridge
December 10, 2012

APPROVAL OF REGULAR MEETING OF NOVEMBER 26, 2012 were approved
for publication under the Consent Agenda by Omnibus Vote.

RECEIVE AND FILE (DRAFT) DOWNTOWN EVENTS PLANNING COMMITTEE
MEETING OF OCTOBER 23, 2012 were noted as received and filed under the Consent
Agenda by Omnibus Vote.

RECEIVE AND FILE VETERANS MEMORIAL COMMITTEE MEETING OF
OCTOBER 31, 2012 were noted as received and filed under the Consent Agenda by
Omnibus Vote.

RECEIVE AND FILE (DRAFT) ECONOMIC DEVELOPMENT COMMITTEE MEETING
OF NOVEMBER 20, 2012 were noted as received and filed under the Consent Agenda by
Omnibus Vote.

RECEIVE AND FILE (DRAFT) PLAN COMMISSION MEETING OF DECEMBER 3, 2012
were noted as received and filed under the Consent Agenda by Omnibus Vote.

ORDINANCE GRANTING CONDITIONAL SIGN APPROVAL AND SIGN VARIATIONS
AS PER THE VILLAGE OF BURR RIDGE SIGN ORDINANCE FOR PORTABLE
SIDEWALK SIGNS FOR THE BURR RIDGE VILLAGE CENTER (S-06-2012: 450-850
VILLAGE CENTER DRIVE – BURR RIDGE VILLAGE CENTER) The Board, under

the Consent Agenda by Omnibus Vote, approved the Ordinance granting Conditional Sign
Approval and Sign Variations as per for the Village of Burr Ridge Sign Ordinance for Portable
Sidewalk Signs for the Burr Ridge Village Center (S-06-2012: 450 – 850 Village Center Drive –
Village Center).

THIS IS ORDINANCE NO. A-923-05-12.

ORDINANCE GRANTING CONDITIONAL SIGN APPROVAL AS PER THE VILLAGE
OF BURR RIDGE SIGN ORDINANCE FOR PORTABLE SIDEWALK SIGNS FOR THE
COUNTY LINE SQUARE SHOPPING CENTER (S-07-2012: 76-324 BURR RIDGE
PARKWAY – COUNTY LINE SQUARE) The Board, under the Consent Agenda by

Omnibus Vote, approved the Ordinance granting Conditional Sign Approval as per the Village of
Burr Ridge Sign Ordinance for Portable Sidewalk Signs for the County Line Square Shopping
Center (S-07-2012: 76 – 324 Burr Ridge Parkway – County Line Square).

THIS IS ORDINANCE NO. A-923-06-12.

RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DUPAGE AND THE VILLAGE OF BURR RIDGE FOR
INTEROPERABLE EMERGENCY DISPATCH RADIO SYSTEM The Board, under the
Consent Agenda by Omnibus Vote, adopted a Resolution authorizing an Intergovernmental

Regular Meeting
Mayor and Board of Trustees, Village of Burr Ridge
December 10, 2012

Agreement between the County of DuPage and the Village of Burr Ridge for Interoperable Emergency Dispatch Radio System.

THIS IS RESOLUTION NO. R-19-12.

RESOLUTION AUTHORIZING MODIFICATIONS TO AN AGREEMENT BETWEEN THE VILLAGE OF BURR RIDGE AND THE OFFICE OF THE STATE FIRE MARSHAL REGARDING THE VILLAGE'S ELEVATOR INSPECTION SAFETY PROGRAM AND PREVIOUSLY APPROVED BY RESOLUTION R-02-09

The Board, under the Consent Agenda by Omnibus Vote, adopted a Resolution authorizing modifications to an agreement between the Village of Burr Ridge and the Office of the State Fire Marshal regarding the Village's Elevator Inspection Safety Program and previously approved by Resolution R-02-09.

THIS IS RESOLUTION NO. R-20-12.

PLAN COMMISSION RECOMMENDATION TO APPROVE VARIATION TO PERMIT AN ADDITION TO A HOUSE WITH A REAR YARD SETBACK OF 54 FEET RATHER THAN THE REQUIRED 60 FEET (V-05-2012: 15W241 81ST STREET - PAULAN)

The Board, under the Consent Agenda by Omnibus Vote, directed the Plan Commission to prepare an Ordinance approving the Variation to permit an addition to a house with a rear yard setback of 54 feet rather than the required 60 feet (V-05-2012: 15W241 81ST Street - Paulan).

PLAN COMMISSION RECOMMENDATION TO GRANT CONDITIONAL FENCE APPROVAL FOR A SUBDIVISION FENCE (PC-08-2012: FALLINGWATER HOMEOWNERS ASSOCIATION)

The Board, under the Consent Agenda by Omnibus Vote, approved the Plan Commission recommendation to grant conditional fence approval for a subdivision fence (PC-08-2012: Fallingwater Homeowners Association).

RECOMMENDATION TO AWARD CONTRACT FOR THE PURCHASE OF INTEROPERABLE PORTABLE RADIOS

The Board, under the Consent Agenda by Omnibus Vote, approved the purchase of Interoperable Radio Equipment in the amount of \$172,120 through the DuPage County ETSB.

RECOMMENDATION TO AWARD CONTRACT FOR TREE TRIMMING

The Board, under the Consent Agenda by Omnibus Vote, awarded the contract for the 2012-2013 winter season tree trimming to Winkler's Tree Service in an amount not to exceed \$47,000.

APPROVAL OF REQUEST FOR BLANKET RAFFLE LICENSE FOR 2013 WB/BR CHAMBER OF COMMERCE AND HOSTING FACILITY LICENSES AS NEEDED FOR VARIOUS LOCATIONS IN CONJUNCTION WITH THE CHAMBER'S FUNDRAISING EVENTS THROUGHOUT THE YEAR

The Board, under the Consent Agenda by Omnibus Vote, issued a Blanket 2013 Raffle and Chance License to the WB/BR Chamber of Commerce for its various fundraising events throughout the year, with the fidelity bond waived, and that a blanket hosting facility license be issued to allow them to hold their raffles at various locations throughout the year.

Regular Meeting
Mayor and Board of Trustees, Village of Burr Ridge
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PROCLAMATION DESIGNATING DECEMBER AS NATIONAL DRUNK AND DRUGGED DRIVING PREVENTION MONTH The Board, under the Consent Agenda by Omnibus Vote, approved the Proclamation designating December as National Drunk and Drugged Driving Prevention Month.

VOUCHERS FY 12 - 13 in the amount of \$179,176.38 for the period ending December 10, 2012, and payroll in the amount of \$194,519.20 for the period ending November 24, 2012 were approved for payment under the Consent Agenda by Omnibus Vote.

PUBLIC HEARING 2012 TAX LEVY

CALL TO ORDER The Public Hearing of the Mayor and Board of Trustees for the 2012 Tax Levy was held in the Meeting Room of the Village Hall, 7660 South County Line Road, Burr Ridge, Illinois and called to order by Acting Mayor Sodikoff at 7:42 p.m., with the same Trustees in attendance as immediately preceding the Public Hearing.

NOTICE OF HEARING was published in The Suburban Life Newspaper on November 30, 2012.

PURPOSE OF HEARING is to consider the 2012 Tax Levy.

PRESENTATION Steve Stricker, Village Administrator, gave an overview of the 2012 tax levy. The total request is \$1,095,236 representing a 7% increase over 2011. Mr. Stricker explained that for this year, the state-imposed tax cap has been set at 3.0 %. He explained that the Village always requests a higher amount than is anticipated to receive in order to capture all the potential growth in the Village.

BOARD QUESTIONS AND COMMENTS There were none.

AUDIENCE QUESTIONS AND COMMENTS There were none.

CLOSE HEARING Motion was made by Trustee Grela and seconded by Trustee Wott that the 2012 Tax Levy Public Hearing of December 10, 2012 be closed.

On Roll Call, Vote Was:

AYFS: 6 - Trustees Grela, Wott, Manieri, Paveza, Ruzak, Sodikoff

NAYS: 0 - None

ABSENT: 0 - None

Regular Meeting
Mayor and Board of Trustees, Village of Burr Ridge
December 10, 2012

There being six affirmative votes, the motion carried and the 2012 Tax Levy Public Hearing was closed at 7:44 p.m.

ORDINANCE LEVYING TAXES FOR ALL CORPORATE PURPOSES FOR THE VILLAGE OF BURR RIDGE, DUPAGE, AND COOK COUNTIES, ILLINOIS, FOR THE FISCAL YEAR COMMENCING ON MAY 1, 2012 AND ENDING APRIL 30, 2013 Village Administrator Steve Stricker stated this Ordinance would approve the 2012 Tax Levy in the amount of \$1,095,236.

Motion was made by Trustee Paveza and seconded by Trustee Wott to approve the Tax Levy Ordinance levying taxes for all corporate purposes for the Village of Burr Ridge, DuPage, and Cook Counties, Illinois, for the Fiscal Year Commencing on May 1, 2012 and ending April 30, 2013.

On Roll Call, Vote Was:

AYES: 6 – Trustees Paveza, Wott, Grela, Ruzak, Manieri, Sodikoff

NAYS: 0 – None

ABSENT: 0 – None

There being six affirmative votes, the motion carried.

THIS IS ORDINANCE NO. 1126.

RESOLUTION AUTHORIZING AN AGREEMENT WITH SHELL OIL PRODUCTS US TO REIMBURSE COSTS REGARDING REVIEW OF HIGHWAY AUTHORITY AGREEMENT

Village Administrator Steve Stricker stated that the Village has received a request to authorize a Highway Authority Agreement with Shell Oil. The purpose of this agreement is to evaluate the impact of contamination which may have migrated from the Shell site on South Frontage Road into the Village's right-of-way. The Village Administrator introduced Village Attorney Tom Melody who explaining the Agreement.

Mr. Melody explained this Agreement is preliminary to an actual Agreement and would allow the process to be evaluated. He continued that Shell Oil will reimburse the Village for the legal and consultant costs involved in the preliminary process. He also explained that the preliminary agreement is non-binding and would not obligate the Village to commit to a permanent agreement.

At the request of Acting Mayor Sodikoff, Mr. Melody explained that a Highway Authority Agreement is an Agreement that occurs due to an environmental issue caused by oil or gasoline spills into the public right-of-way, as may have occurred from the Shell Oil on South Frontage Road. He added that this Agreement would allow Shell Oil to reduce their environmental clean-up costs because the contamination exists under the public right-of-way. He explained that the study will include the impact of the possible contamination and the determination of whether the Village will enter into the Agreement.

Trustee Wott inquired if the Village would incur any expenses associated with the preliminary agreement and Mr. Melody confirmed there would not be any cost to the Village.

Regular Meeting
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Trustee Ruzak asked if other municipalities have similar Agreements and Mr. Melody replied they are common but he is not aware of any in the area.

Acting Mayor Sodikoff clarified that such Agreements result from spills at specific sites but he is not aware of any similar Agreements in the local area.

Motion was made by Trustee Ruzak and seconded by Trustee Manieri to adopt the Resolution authorizing an Agreement with Shell Oil Products US to reimburse costs regarding review of Highway Authority Agreement and that Klein, Thorpe, and Jenkins be notified that legal and environmental review of the proposed Highway Authority Agreement may commence, at the cost of Shell Oil.

On Roll Call, Vote Was:

AYES: 6 – Trustees Ruzak, Manieri, Paveza, Wott, Grela, Sodikoff

NAYS: 0 – None

ABSENT: 0 – None

There being six affirmative votes, the motion carried.

THIS IS RESOLUTION NO. R-21-12.

DISCUSSION REGARDING AMENDMENT TO ANNEXATION AGREEMENT TO JACKSON STREET/BLUFF ROAD PUD

Community Development Director Doug Pollock stated that staff has received a letter from McNaughton Development requesting an extension of the deadline to complete the improvements of Jackson Street and Bluff Road. Mr. Pollock explained that the improvements include adding curb and gutter to both sides of the street.

Mr. Pollock added that the developer was unable to attend the Board meeting due to a schedule conflict and if the Board has questions for the developer, this item could be tabled to a subsequent Board meeting. Mr. Pollock clarified that the intent for this Board meeting is to receive direction to schedule a public hearing regarding an amendment to the Annexation Agreement.

Trustee Wott stated she would be willing to provide direction without the developer present.

Acting Mayor Sodikoff asked if a letter of credit is held for the property. Mr. Pollock explained that there is no letter of credit because the property is unincorporated and the agreement is a Pre-Annexation agreement and did not require a letter of credit.

Acting Mayor Sodikoff inquired what recourse the Village would have if the improvements are not completed. Mr. Pollock explained that as part of the Pre-Annexation Agreement the property is on Village water and if the improvements are not completed, the water could be turned off.

Acting Mayor Sodikoff asked if there would be any detriment to the Village if the extension were granted. Mr. Pollock explained that the extension would be a benefit to the Village since the road

Regular Meeting
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is in good shape and is being maintained by Downers Grove Township and the extension would delay the Village obligation to maintain the road.

Trustee Ruzak stated he would like staff to proceed with scheduling a public hearing.

Motion was made by Trustee Ruzak and seconded by Trustee Grela to direct staff to schedule a public hearing for consideration of amending the Bluff Road PUD Annexation Agreement.

On Roll Call, Vote Was:

AYES: 6 – Trustees Ruzak, Grela, Paveza, Woff, Manieri, Sodikoff

NAYS: 0 – None

ABSENT: 0 – None

There being six affirmative votes, the motion carried.

OTHER CONSIDERATIONS Trustee Paveza commented on a beautiful Christmas light display at the corner of 87th Street and County Line Road.

Trustee Grela thanked Mayor Grasso for his years of service to the Village of Burr Ridge.

Acting Mayor Sodikoff also thanked Mayor Grasso for his years of service and as Acting Mayor is willing to assist anyone running for office in becoming acquainted with Municipal Government.

Trustee Paveza added that for those running for Trustee positions, there is a significant time commitment involved with the position.

Trustee Manieri suggested reviewing Committee appointments requiring reappointment. Acting Mayor Sodikoff stated he would address that and requested Village Administrator Steve Stricker's assistance.

Trustee Grela added that he agrees with Trustee Paveza on the significant time commitment for the Trustee position.

AUDIENCE Katherine Galimena, 9 Hidden Lake Drive, stated she is running for a Trustee position and asked Acting Mayor Sodikoff about the status of his Trustee position now that he is Acting Mayor. In response, Acting Mayor Sodikoff explained that he can remain as a Trustee and continue to vote as such or resign as Trustee and the Board can appoint a replacement.

REPORTS AND COMMUNICATIONS FROM VILLAGE OFFICIALS Village Administrator Steve Stricker announced that Village Clerk Karen Thomas will be celebrating her 25th Anniversary with the Village on December 16, 2012.

Regular Meeting
Mayor and Board of Trustees, Village of Burr Ridge
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ADJOURNMENT Motion was made by Trustee Wott and seconded by Trustee Grela that the Regular Meeting of December 10, 2012 be adjourned to Closed Session to discuss:

- Approval of Closed Session Minutes of November 12, 2012;
- Pending Litigation;
- Deliberation of Salary Schedules and Benefits for One or More Classes of Employees.

On Roll Call, Vote Was:

AYES: 6 – Trustees Wott, Grela, Paveza, Ruzak, Manieri, Sodikoff

NAYS: 0 – None

ABSENT: 0 – None

There being six affirmative votes, the motion carried and the meeting was adjourned at 8:00 P.M.

PLEASE NOTE: Where there is no summary of discussion on any items in the minutes, this reflects that no discussion occurred other than the introduction of the item.

Karen J. Thomas
Village Clerk
Burr Ridge, Illinois

APPROVED BY the President and Board of Trustees this _____ day of _____
2013.

RECONVENED REGULAR MEETING

ACTING MAYOR AND BOARD OF TRUSTEES, VILLAGE OF BURR RIDGE, IL

December 10, 2012

CALL TO ORDER The Regular Meeting of the Acting Mayor and Board of Trustees of December 10, 2012 was reconvened at 8:15 p.m. with the same Trustees in attendance as immediately preceding the Closed Meeting from 8:05 p.m. to 8:15 p.m.

RECONVENE AND ADJOURN REGULAR MEETING Motion was made by Trustee Ruzak and seconded by Trustee Manieri that the Regular Meeting of December 10, 2012 be reconvened and adjourned.

On Voice Vote, the motion carried and the Regular Meeting of December 10, 2012 was adjourned at 8:16 p.m.

Karen J. Thomas
Village Clerk
Burr Ridge, Illinois

Steven S. Stricker
Village Clerk Pro-Tempore
Burr Ridge, Illinois

APPROVED BY the President and Board of Trustees this _____ day of _____, 2013.

5B

**MINUTES
HOTEL MARKETING SUBCOMMITTEE
Wednesday, December 5, 2012**

CALL TO ORDER

The meeting was called to order at 2:00 p.m.

ROLL CALL

Present: Randy Guiliano, of Extended Stay; Mike Haddad, of Marriott Hotel; Bob Witkiewicz, of Extended Stay; and Vicki Kroll, of Spring Hill Suites

Absent: Sanjay Sukhramani, of Quality Inn

Also Present: Village Administrator Steve Stricker and Phil Yaeger, of Boost Creative Marketing

MINUTES OF JULY 10, 2012

A **motion** was made by Vicki Kroll to approve the minutes of July 10, 2012. The motion was **seconded** by Bob Witkiewicz and **approved** by a vote of 3-0.

HOTEL/MOTEL TAX FUND FINANCIAL REPORT

Village Administrator Steve Stricker presented the Committee with the Hotel/Motel Tax Fund Financial Report through October 2012. He stated that the budget was currently running a surplus of over \$29,000 and that revenues were up by a similar amount, even with the fact that the Quality Inn has not submitted their receipts for the month of October.

FY 11-12 REVENUE AUDIT

Administrator Stricker presented the FY 11-12 Revenue Audit as prepared by the Village's Finance Department. He indicated that all amounts reported on the Confirmation Data Request Form for Gross Revenues agreed with the amounts reported on the monthly tax returns for each hotel, with no exceptions noted.

I-55 BRIDGE ENHANCEMENT PROJECT UPDATE

Administrator Stricker stated that the Village Board voted 5-1 to authorize final engineering to be submitted to IDOT in regard to the I-55 Bridge Enhancement Project. He stated that IDOT had originally indicated that the project would be let in late August and that work would probably begin in earnest in January 2014. However, he indicated that there is a chance that IDOT may move up its schedule and let the project in April, which means that the project could begin as early as July or August of 2013.

FY 12-13 HOTEL MARKETING PROGRAM UPDATE

Marketing Consultant Phil Yaeger, of Boost Creative Marketing, presented the Committee with a FY 12-13 Marketing Program Update. He began his report by highlighting some of the factors affecting the hotel marketing and occupancy rates, including rising air fares and hotel rates, with business travel being planned further in advance with fewer, but longer, trips.

Mr. Yaeger presented the Committee with the Hotel Performance spreadsheet through June 2012, indicating that the change over the past year has seen an increase in occupancy of 5.71%, average daily rate increase of 13.94%, revenue to available room calculation increase of 20.5% and room revenue up 21.16%, which is higher than all of the other markets. Mr. Yaeger stated that, over the last six years, the Village of Burr Ridge hotels have increased business at a faster rate than the competition and, although Burr Ridge hotels took a hard hit during 2007-2009, have emerged much stronger than the competition. He stated that the statistics would look even brighter if the Quality Inn was not included. Administrator Stricker asked if, in the future, Mr. Yaeger could provide this chart with and without the Quality Inn.

Mr. Yaeger showed several ads that have been placed online and in magazines throughout the first six months of the fiscal year. He indicated that, so far this year, there have been 7,026 visits to the website, a 67% increase over 2011. He stated that traffic sources from January 1 through November of 2012, other than choosing our website directly, have come from the Sun-Times Media ads (867), Facebook advertising (821), Google Organic (718), Choose Chicago (182), Yahoo Organic (130) and Bing Organic (127).

Mr. Yaeger stated that, throughout the rest of the fiscal year, online advertising will continue, there will be a group travel ad in the spring, along with a direct mail and online advertising, a meeting planner ad in the spring, continuation of social media, including Facebook and Twitter, and cross promotion of hotels and restaurants with the radio advertising on WLIT. He stated that, with the advent of the Village Center and the Restaurant Marketing Committee, the hotels can market the entire Burr Ridge experience of, not only staying in Burr Ridge, but dining and shopping in Burr Ridge.

PRELIMINARY FY 13-14 HOTEL MARKETING PROGRAM

Phil Yaeger stated that he would present a preliminary Marketing Plan in late January/early February. In the meantime, he suggested that the Committee consider more ads being placed with meeting planners and focus in on the greater Chicago area, as opposed to outside the Chicago area and the Midwest. Bob Witkiewicz suggested we consider doing some advertising with the Bedford Park Clearing Industrial Association. Vicki Kroll suggested that, at this time, it would be beneficial to spend less in the leisure market area and more in the realm of meeting planning.

Administrator Stricker stated that he had spoken to Trustee John Manieri recently about a meeting planner friend of his who recently stayed at the Marriott Hotel. The Administrator stated that Mr. Manieri indicated that the meeting planner was impressed with the hotel

and downtown Burr Ridge. He stated that, although it would not necessarily be a good location for an exhibitor at a downtown Chicago convention, convention attendees would find the Burr Ridge location attractive and would be competitive with hotels in the Rosemont area.

ADJOURNMENT

There being no further business, a **motion** was made by Bob Witkiewicz to adjourn the meeting. The motion was **seconded** by Vicki Kroll and **approved** by a vote of 3-0. The meeting was adjourned at 3:35 p.m.

Respectively submitted,



Steve Stricken
Village Administrator

SS:bp

5C

**MINUTES
STREET POLICY COMMITTEE
Monday, December 10, 2012**

CALL TO ORDER

Mayor Gary Grasso called the meeting to order at 6:00 p.m.

ROLL CALL

Present: Mayor Gary Grasso, Trustee Len Ruzak and Trustee Bob Grela

Absent: None

Also Present: Village Administrator Steve Stricker and Public Works Director/Village Engineer Paul May

APPROVAL OF MINUTES - July 23, 2012

A **motion** was made by Trustee Len Ruzak to approve the minutes of July 23, 2012. The motion was **seconded** by Trustee Bob Grela and **approved** by a vote of 3-0.

YEAREND SUMMARY OF 2012 CAPITAL PROGRAM

Public Works Director Paul May stated that the 2012 Capital Program consisted of the annual Road Program and Capital Improvement Projects. He stated that the 2012 Resurfacing Program was budgeted in the amount of \$527,000 and the low bid from Brothers Asphalt was in the amount of \$496,000, which was 6% under budget. He stated that the project was completed at a cost of \$447,234, which is 15% under budget and 9% under bid. The Project completed this year was on time and included resurfacing on 60th Street, Grant/Heathrow/Rockwell Court, Meadowbrook Drive, Windsor Court and Garfield Street south of 91st Street.

Public Works Director May stated that the Madison Street Traffic Signal Project was let on August 5 and awarded to Fiala Paving Company in the amount of \$1,090,949.21. He stated that the project was funded by Federal Grant money (70%), along with contributions from IDOT and DuPage County for the legs under their jurisdiction. He stated that the construction was completed for \$958,218.07, which was 12% under the bid amount. The Village's final cost for construction engineering for this project is \$42,711, which represents 4% of the total project cost. All Burr Ridge local cost will be paid for by the Walsh Higgins Developer contributions, which had been held in escrow for this purpose.

Mr. May indicated that the Crack Filling Program for 2012 was budgeted in the amount of \$25,000 and all of the work was completed in late summer. He also indicated that the 2012 Pavement Marking Program was budgeted in the amount \$15,000 and the total cost came in at \$14,864, which was 1% under the budget for this work.

In summary, the Public Works Director indicated that all 2012 Capital Projects were completed on time and under budget.

2013 ROAD PROGRAM RECOMMENDATION

Public Works Director Paul May indicated that the proposed annual Road Program for 2013 includes resurfacing of the following roads:

| | |
|----------------------------------|------------------|
| • West Babson Park | \$168,800 |
| • Drew & 80 th Street | \$ 98,000 |
| • Carriage Way Subdivision | \$326,800 |
| • Crack Filling | \$ 30,000 |
| • Pavement Marking | \$ 20,000 |
| • Material Testing | <u>\$ 15,000</u> |
| TOTAL | \$658,600 |

He stated that these projects were based on the condition of the roadways and are the same roads that we contemplated to be completed a year ago.

Public Works Director May stated that another Improvement project for 2013 includes a federally funded grant project to resurface Madison Street. He stated that the current engineer's estimate for the project is \$539,000 and that the funding sources for this project are as follows:

| | |
|----------------------------------|---------------------------------|
| ESTIMATED PROJECT COST | \$539,000 |
| STP funding | \$335,370 |
| Madison Ridge Subdivision Escrow | \$ 38,000 |
| Gaben Subdivision Escrow | \$ 12,500 |
| Downers Grove Township | \$ 21,560 |
| Pathway Fund Transfer | \$ 50,000 |
| REMAINDER | \$ 81,570 (15% of total) |

Mr. May explained that the \$21,560 contribution from Downers Grove Township was for the segment of roadway between 89th Street and 91st Street, which is currently under the jurisdiction of Downers Grove Township. He stated that he is working with Downers Grove Township, who has agreed to contribute the local match for this

section of the roadway. He stated that he has been working with the Village Attorney to prepare a draft Intergovernmental Agreement.

Mr. May also indicated that, in addition to the resurfacing work, the project will also include the installation of curb and gutter on the east side, between 89th and 87th, and the installation of a sidewalk on the east side of the street between 89th and 87th Streets. This work will be paid for by a transfer from the Pathway Fund and from the developer donations he mentioned.

Mr. May stated that the annual Road Program and the Madison Street LAPP Project currently total \$1,197,600. He stated that, after considering all anticipated revenue sources, including the MFT allotment, the total cost from the General Fund for the 2013 Capital Program will be \$513,000. He stated that there should be sufficient Capital reserves in the Capital Projects Fund to cover the cost of the 2013 Capital Program.

Trustee Len Ruzak asked about the round-about on 79th Street and Madison. In response, Mr. May stated that he would be applying for a CMAQ grant in January.

In response to a question from Trustee Bob Grela, Public Works Director Paul May stated that LAPP stands for Local Agency Pavement Preservation.

After some discussion, a **motion** was made by Trustee Len Ruzak to recommend approval of the 2013 Road Program. The motion was **seconded** by Trustee Bob Grela and **approved** by a vote of 3-0.

A **motion** was made by Trustee Len Ruzak to direct Staff to complete the Intergovernmental Agreement with Downers Grove Township and present it to the Board for approval. The motion was **seconded** by Trustee Bob Grela and **approved** by a vote of 3-0.

GARFIELD STREET LAPP RESURFACING

Public Works Director Paul May indicated that the Village was unsuccessful in obtaining a grant for the total reconstruction of Garfield Street from Plainfield Road north to the Village boundary. He stated that \$4,000,000 was available for highway projects through the DuPage Mayors and Managers Conference this year, which was awarded to nine successful applicants. However, there were a total of 39 applications in the amount of \$25,000,000 that were submitted for consideration.

Mr. May suggested that the Village use the grant to resurface Garfield in 2014 as originally proposed, but to add curb and gutter on the west side of the street to fill in the gaps. Mayor Grasso suggested that a letter be sent to the residents explaining

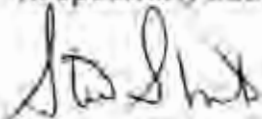
what we are doing and why we are doing it, so as not to disappoint the residents on the east side of Garfield who will not be receiving curb and gutter at this time.

After some discussion, a **motion** was made by Trustee Len Ruzak to proceed with the resurfacing of Garfield Street using the LAPP Grant funds in 2014, with the understanding that there will be curb and gutter improvements on the west side, but not on the east side, as shown in the attachment #4 provided by the Village Engineer. The motion was **seconded** by Trustee Bob Grela and **approved** by a vote of 3-0.

ADJOURNMENT

There being no further business, a **motion** was made by Trustee Bob Grela to adjourn the meeting. The motion was **seconded** by Trustee Len Ruzak and **approved** by a vote of 3-0. The meeting was adjourned at 6:30 p.m.

Respectively submitted,



Steve Stricker
Village Administrator

SS:bp

6A

ORDINANCE NO. A-1095-01-13

AN ORDINANCE AUTHORIZING THE SECOND
AMENDMENT TO PRE-ANNEXATION AGREEMENT TO EXTEND THE
DEADLINE FOR COMPLETION OF ROADWAY IMPROVEMENTS
(Bluff Road/Waterfall Glen Planned
Development District (P.D.D.))

WHEREAS, the Corporate Authorities of the Village of Burr Ridge, Cook and DuPage Counties, Illinois, did hold a public hearing to consider an amendment to a certain Pre-Annexation Agreement, a true and correct copy of such Amendment to the Pre-Annexation Agreement (the "Amendment") being attached hereto and made a part hereof as EXHIBIT 1; and

WHEREAS, the aforesaid public hearing was held pursuant to legal notice as required by law, and all persons desiring an opportunity to be heard were given such opportunity at said public hearing; and

WHEREAS, the Corporate Authorities of the Village of Burr Ridge, Cook and DuPage Counties, Illinois, have determined that it is in the best interests of said Village of Burr Ridge that said Amendment be entered into by the Village of Burr Ridge.

NOW, THEREFORE, Be It Ordained by the President and Board of Trustees of the Village of Burr Ridge, Cook and DuPage Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Ordinance as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Burr Ridge hereby find that it is in the best interests of the Village of Burr Ridge and its residents that the aforesaid "Second Amendment to Pre-Annexation Agreement (Bluff Road/Waterfall Glen Planned Development District (P.D.D.))" be entered into and executed by said Village of Burr Ridge, with said Amendment to be substantially in the form attached hereto and made a part hereof as EXHIBIT 1.

Section 3: That the President and Clerk of the Village of Burr Ridge, Cook and DuPage Counties, Illinois are hereby authorized to execute for and behalf of said Village of Burr Ridge the aforesaid Amendment.

Section 4: That this Ordinance shall be in full force and effect from and after its passage and approval as required by law.

PASSED this 14th day of January, 2013, by the Corporate Authorities of the Village of Burr Ridge on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 14th day of January, 2013, by the President of the Village of Burr Ridge.

Acting Village President

ATTEST:

Village Clerk

**SECOND AMENDMENT TO
PRE-ANNEXATION AGREEMENT
(BLUFF ROAD / WATERFALL GLEN PLANNED DEVELOPMENT
DISTRICT (P.D.D.))**

THIS SECOND AMENDMENT TO PRE-ANNEXATION AGREEMENT is made and entered into this ____ day of _____, 2013, by and between the **VILLAGE OF BURR RIDGE**, a municipal corporation (hereinafter referred to as "Village"), and Bluff Road Route 83 Development, LLC, an Illinois limited liability company (hereinafter collectively referred to as "Owner").

WITNESSETH:

WHEREAS, the Owner is the owner of the property legally described as follows (the "Subject Property"):

LOT 1 AND 2 (EXCEPT THAT PART IF SAID LOTS FALLING IN TRI STATE HIGHWAY (STATE ROUTE NO. 83) AS ESTABLISHED IN THE YEAR 1943) IN SEIDEL'S ASSESSMENT PLAT OF LOTS 48 AND 49 OF THE ASSESSMENT DIVISION OF THE SOUTH 1/4 OF SECTIONS 1 AND 2 AND ALL SECTIONS 11 AND 12 LYING NORTH OF THE SANITARY DISTRICT OF CHICAGO, ILLINOIS, IN TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 25, 1946, AS DOCUMENT NO. 343175, IN DUPAGE COUNTY, ILLINOIS.

P.L.N.(s) 10-11-011-008
 10-11-101-010
 10-11-101-015
 10-11-101-016

WHEREAS, the parties hereto have previously entered into a certain Pre-Annexation Agreement, and Amendment to Pre-Annexation Agreement, regarding the Subject Property recorded as Document R2008-176601 and R_____, respectively, with the DuPage County Recorder of Deeds and propose to amend said Pre-Annexation Agreement as provided for herein (the "Second Amendment"); and

WHEREAS, a public hearing on this Second Amendment to said Pre-Annexation Agreement has been held by the Corporate Authorities, such public hearing having been held pursuant to public notice as required by law and in accordance with all requirements of law prior to the adoption and execution of this Second Amendment; and

EXHIBIT 1

WHEREAS, the Corporate Authorities of the Village and the Owner deem it to be the mutual advantage of the parties and in the public interest that the proposed Second Amendment be approved.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein set forth, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. That the first sentence of Section 7 of the Pre-Annexation Agreement, and Section 1 of the Amendment to Pre-Annexation Agreement, is hereby amended to read in its entirety as follows:

"On or before November 1, 2017, or within 2 years after the Subject Property is annexed into the Village of Burr Ridge, whichever occurs first, the Owner shall complete full roadway improvements to Bluff and Jackson Roads."

2. That the remaining terms and conditions of the Pre-Annexation Agreement, and Amendment to Pre-Annexation Agreement, shall remain in full force and effect except as modified above by this Second Amendment.

3. Where Village approval or direction is required by this Agreement, such approval or direction means the approval or direction of the Corporate Authorities of the Village unless otherwise expressly provided herein or required by law, and any such approval may be required to be given only after and if all requirements for granting such approval have been met unless such requirements are inconsistent with the express provisions of the Pre-Annexation Agreement, the Amendment, or this Second Amendment.

4. This Second Amendment and any subsequent amendments thereto shall be recorded by the Village in the office of the Recorder of Deeds in DuPage County, Illinois at the expense of the Owner.

5. This Second Amendment sets forth all the promises, inducements, agreements, conditions, and understandings between the parties relative to the subject matter thereof, and there are no promises, agreements, conditions, or understandings, either oral or written, express or implied, between them, other than are herein set forth.

6. This Second Amendment shall be signed last by the Village, and the President of the Village shall affix the date on which the President signs this Second Amendment on Page 1 hereof, which date shall be the effective date of this Second Amendment.

7. This Second Amendment shall be in full force and effect for a term of twenty (20) years from and after the date of execution of this Second Amendment.

8. This Second Amendment shall automatically be void and otherwise invalid if it is not signed by all necessary parties within one hundred and eighty (180) days of the effective date of the Ordinance authorizing the President and Clerk of the Village of Burr Ridge to sign this Second Amendment on behalf of said Village.

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

VILLAGE OF BURR RIDGE, an
Illinois municipal corporation

By: _____
Acting Village President

ATTEST:

By: _____
Village Clerk

OWNER:

By: _____
Lynette McNaughton, Manager

6B

ORDINANCE NO. A-834-__-13

AN ORDINANCE GRANTING A VARIATION FROM THE VILLAGE OF BURR RIDGE ZONING ORDINANCE TO PERMIT AN ADDITION TO A HOUSE WITH A REAR YARD SETBACK OF 55 FEET RATHER THAN THE REQUIRED 60 FEET

(V-05-2012: 15W241 81ST Street - Paulan)

WHEREAS, an application for a variation from the Village of Burr Ridge Zoning Ordinance for certain real estate has been filed with the Village Clerk of the Village of Burr Ridge, Cook and DuPage Counties, Illinois, and said application has been referred to the Zoning Board of Appeals of said Village and has been processed in accordance with the Burr Ridge Zoning Ordinance; and

WHEREAS, said Zoning Board of Appeals of this Village held a public hearing on the question of granting said zoning variation on December 3, 2012, at the Burr Ridge Village Hall, at which time all persons desiring to be heard were given the opportunity to be heard; and

WHEREAS, public notice in the form required by law was provided for said public hearing not more than 30 nor less than 15 days prior to said public hearing by publication in the Suburban Life, a newspaper of general circulation in this Village, there being no newspaper published in this Village; and

WHEREAS, the Village of Burr Ridge Zoning Board of Appeals has made its report on the request for zoning variations,

including its findings and recommendations, to this President and Board of Trustees; and this President and Board of Trustees has duly considered said report, findings, and recommendations.

NOW THEREFORE, Be It Ordained by the President and Board of Trustees of the Village of Burr Ridge, Cook and DuPage Counties, Illinois, as follows:

Section 1: All Exhibits submitted at the aforesaid public hearing are hereby incorporated by reference. This President and Board of Trustees find that the granting of the zoning variations indicated herein are in the public good and in the best interests of the Village of Burr Ridge and its residents, is consistent with and fosters the purposes and spirit of the Burr Ridge Zoning Ordinance as set forth in Section II thereof.

Section 2: That this President and Board of Trustees, after considering the report, findings, and recommendations of the Zoning Board of Appeals and other matters properly before it, in addition to the findings set forth in Section 1, finds as follows:

- A. That the Petitioner for the variation for the property located at 15W241 81st Street, Burr Ridge, Illinois, is Mr. Ken Paulan (hereinafter "Petitioner"). The Petitioner requests a variation from Section VI.C.7 of the Burr Ridge Zoning Ordinance to permit an addition to a house with a rear yard setback of 55 feet rather than the required 60 feet.

- B. That the plight of the petitioner is due to unique circumstances because the property is 2.5 acres, has a deep swale through the middle of the property, and is heavily wooded. The petitioner seeks to avoid construction in the swale and to preserve as many trees as possible. Construction of the addition to the rear of the house will have no impact on these existing conditions.
- C. That if the variation is not approved the petitioner would suffer a hardship because there would be no reasonable use available for the property without tearing down the house and building a new home where the existing swale and trees are located.
- D. That the variation will not alter the essential character of the locality because the variation would allow the existing house to remain and avoid changing the character of the property.

Section 3: That a variation from Section VI.C.7 of the Burr Ridge Zoning Ordinance to permit an addition to a house with a rear yard setback of 55 feet rather than the required 50 feet is hereby granted for the property commonly known as 15W241 81st Street and identified with the Permanent Real Estate Index Number of 09-36-206-007.

Section 4: That the variation is subject to the variation being limited to a maximum encroachment into the rear yard setback of 5 feet in an approximate configuration as shown on the revised plan dated December 1, 2012 and attached hereto as Exhibit A.

Section 5: That this Ordinance shall be in full force and effect from and after its passage, approval, and publication as required by law. The Village Clerk is hereby directed and ordered to publish this Ordinance in pamphlet form.

PASSED this 14th day of January, 2013, by the Corporate Authorities of the Village of Burr Ridge on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by the President of the Village of Burr Ridge on this 14th day of January, 2013.

Acting Village President

ATTEST:

Village Clerk

7A

RESOLUTION _____

**RESOLUTION AUTHORIZING INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF BURR RIDGE AND DUPAGE COUNTY FOR REPORTING
AND WATER METER READING**

WHEREAS, this Agreement is between the Village of Burr Ridge (hereinafter "VILLAGE") and DuPage County (hereinafter "COUNTY"), both of which are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, Article VII, Section 10, of the 1970 Constitution of the State of Illinois encourages and provides for units of local government to contract and otherwise associate with the State to exercise, combine or transfer any power or function; and

WHEREAS, the purpose of the Intergovernmental Cooperation Act and Article 7, Section 10 of the 1970 Constitution of the State of Illinois including fostering cooperation among units of local government in planning and providing services to their citizens; and

WHEREAS, the VILLAGE furnishes water to customers in its service area, in accord with the authority granted to it by the Illinois General Assembly, and accordingly must arrange for regular readings of the water meters at the customers' premises; and

WHEREAS, similarly, the COUNTY operates a sewer system in its services areas, in accord with the authority granted to it by the Illinois General Assembly, and accordingly must also arrange for regular readings of the water meters at its' customers' premises; and

WHEREAS, the VILLAGE desires to read the VILLAGE'S water meters, and for the VILLAGE to provide the COUNTY with said water meter data; and

WHEREAS, the above-described meter-reading services shall be subject to the terms and conditions of the Intergovernmental Agreement attached hereto and made a part hereof as **EXHIBIT A**

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Board of Trustees of the Village of Burr Ridge, DuPage and Cook Counties, Illinois, that the attached Intergovernmental Agreement between the COUNTY and the VILLAGE is hereby accepted and approved and that the Mayor of the Village of Burr Ridge is hereby authorized and directed to execute the Intergovernmental Agreement on behalf of the VILLAGE.

ADOPTED this ____ day of ____, 2013, by roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by the Village President this ____ day of ____, 2013.

Acting Village President

ATTEST:

Village Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
VILLAGE OF BURR RIDGE AND THE COUNTY OF DUPAGE, ILLINOIS
FOR REPORTING AND METER READING**

THIS INTERGOVERNMENTAL AGREEMENT is entered into this _____ day of _____, 2012 between the Village of Burr Ridge, a municipal corporation, (hereinafter referred to as "VILLAGE"), with offices located at 7660 County Line Road, Burr Ridge, IL 60527, and the County of DuPage, Illinois, a body politic and corporate, (hereinafter referred to as the "COUNTY") with offices located at 421 N. County Farm Road, Wheaton, Illinois 60187.

RECITALS

WHEREAS, the VILLAGE and the COUNTY are public agencies within the meaning of Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, Article VII, Section 10, of the 1970 Constitution of the State of Illinois encourages and provides for units of local government to contract and otherwise associate with the State to exercise, combine or transfer any power or function; and

WHEREAS, the purpose of the Intergovernmental Cooperation Act and Article 7, Section 10 of the 1970 Constitution of the State of Illinois include fostering cooperation among units of local government in planning and providing services to their citizens; and

WHEREAS, the VILLAGE furnishes water to customers in its community, in accord with the authority granted to it by the Illinois General Assembly, and accordingly must arrange for regular readings of the water meters at the customers' premises; and

WHEREAS, similarly, the COUNTY operates a sanitary sewer in its services areas, in accord with the authority granted to it by the Illinois General Assembly, and accordingly must also arrange for regular readings of the water meters at its customers' premises; and

WHEREAS, the VILLAGE and COUNTY have determined that it would be more efficient for a single entity to collect all meter readings and to supply these readings to the other governmental entity, and

WHEREAS, the VILLAGE desires for the VILLAGE to read the VILLAGE's water meters, and for the VILLAGE to provide the COUNTY with said water meter data; and

WHEREAS, the meter reading and billing services shall be provided subject to the terms and conditions set forth herein.

EXHIBIT

A

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, and in the spirit of intergovernmental cooperation, the COUNTY and the VILLAGE agree as follows:

1.0 GENERAL TERMS

1.1 The foregoing recitals are incorporated herein by reference as though fully set forth.

1.2 The following definitions shall apply:

1.2.a "Billing Cycle" shall refer to the approximate sixty (60) day time period every other month. There are (6) six billing cycles each year.

1.2.b "Inside Reading" shall mean any meter reading, or attempted meter reading, other than an Outside Reading.

1.2.c "Outside Reading" shall refer to a meter reading, or attempted meter reading, made from a device that is capable of displaying and, or, transmitting a meter reading, located outside a structure or enclosure, and which is readily accessible to the VILLAGE meter readers without the need for keys, special permission or assistance to enter.

1.3 It is acknowledged and understood that the water meters being read pursuant to the terms hereof are owned by and are exclusive property of the VILLAGE, and that only the VILLAGE in the exercise of its sole and exclusive jurisdiction and discretion, has the right and authority to install, operate, read, maintain, repair and replace any such meters. Notwithstanding the preceding sentence, it is agreed and understood that the COUNTY has the right to read meters in order to periodically verify the accuracy of the VILLAGE'S meter readings in accordance with Paragraph 3.4, below, and, or, in order to resolve customers' complaints. The COUNTY shall give notice to the VILLAGE prior to any such readings taking place and the VILLAGE shall have the option to accompany COUNTY personnel during such readings.

2.0 DATA REPORTING.

2.1 The VILLAGE shall provide to the COUNTY during each billing cycle the following:

2.1.a The VILLAGE shall submit to the COUNTY the customer meter reads and all related information for each customer, including but

not limited to account number, name, address, date of current reading, date of previous reading, current reading, previous reading, and meter ID. Such information shall be provided in an electronic file via email to the designated representative at the COUNTY using an Excel file format. The file format and any changes to it must be mutually agreed to by both parties. Any charges the COUNTY incurs from outside vendors for data conversion will be passed to the VILLAGE at cost unless that conversion is caused by changes in COUNTY'S billing operations.

- 2.1.b A listing of non-readings whenever the VILLAGE attempts, but is unable, to read a meter that includes the reason for not reading the meter.

3.0 METER READING

- 3.1 The VILLAGE shall read and provide the meter reading data to the COUNTY for those accounts of the COUNTY within the VILLAGE for which the COUNTY provides sanitary sewer services and for which the COUNTY has provided necessary account identification, such as address information or parcel numbers. The VILLAGE shall read the COUNTY'S designated meter accounts on a bi-monthly basis during the odd numbered months of each calendar year. All readings conducted during a bi-monthly period shall be completed, and related reports transmitted to the COUNTY with receipt by the COUNTY before the 12th day of the odd numbered month. The reports shall include a list of missing reads including the cause for the missing reads. After the reads are loaded into the COUNTY billing system, the COUNTY shall provide to the VILLAGE a meter reading exception report indicating meters that require a second attempt at reading. The VILLAGE shall attempt to get a correct reading for each meter listed on the meter reading exception report within 5 business days. The VILLAGE shall indicate the results of the second attempt at reading on the meter reading exception report and return such report to the COUNTY not later than the last business day of the odd numbered month.
- 3.2 Reserved.
- 3.3 The VILLAGE, shall in the manner hereafter agreed upon by the parties as described above, communicate to the COUNTY the water meter readings taken by VILLAGE meter readers.
- 3.4 The COUNTY shall have the right to verify and confirm meter reads supplied by the VILLAGE at reasonable hours by properly authorized employees of the COUNTY. COUNTY employees reading VILLAGE

water meters shall be dressed in uniform and shall carry and display suitable identification. The COUNTY shall give notice to the VILLAGE prior to any such readings taking place and the VILLAGE shall have the option to accompany COUNTY personnel during such readings. The COUNTY reserves the right to terminate this Agreement if the confirming meter readings conducted by the COUNTY are found to be significantly different than the meter readings provided by the VILLAGE and occur on a recurring basis.

- 3.5 The VILLAGE shall install, or require to be installed, Sensus SR-ECR Iperl, SR II, or Omni meters, with touch read, in all new construction or approved equivalent. Further, whenever the VILLAGE replaces any existing meters, the VILLAGE shall use a Sensus SR-ECR, Iperl, SR II, or Omni meter with touch read or approved equivalent as the replacement meter. All touch read mechanisms will read in thousands (4 digits).
- 3.6 The VILLAGE agrees that its meter readers shall use doorknob cards for remote malfunctions and unoccupied accounts which shall include information on the reason for leaving the card, account and contact information.
- 3.7 The COUNTY shall inform the VILLAGE, in writing, of any service addresses that the COUNTY reasonably believes requires meter or remote repairs. VILLAGE personnel shall be responsible for appropriately responding to such notice within (1) one billing cycle of notification by the COUNTY. Until such time that the meter is made compliant by the VILLAGE, the COUNTY shall estimate the customer's usage for billing purposes. VILLAGE will take a reading from the meter at the time of repair/replacement and provide reading to the COUNTY.
- 3.8 The VILLAGE shall inform the COUNTY, in writing, of any service addresses for which the VILLAGE has provided estimated readings. Any reads that are estimated shall be clearly marked as estimated.
- 3.9 The COUNTY proposes to implement AMR (Automatic Meter Reading) technology (reading by antennae) throughout the COUNTY'S entire service areas in the relatively near future and the VILLAGE proposes to implement drive-by technology to read its meters throughout the VILLAGE in the relatively near future. Once either party has completed whatever studies it requires and is near to implementing its proposed new technology it will so notify the other party in writing. Upon such notice the parties agree to meet and confer as to the most efficient and cost-effective method of proceeding with reading of the meters in the future and to consider any possible amendments to this Agreement that may be

advisable. The parties both agree to not implement their proposed technology for at least forty-five days after the initial meeting.

4.0 IDENTIFICATION OF PREMISES.

- 4.1 The COUNTY shall, in the manner hereafter agreed upon by the parties, identify to the VILLAGE the sanitary sewer accounts for which water meter readings are to be provided by the VILLAGE.
- 4.2 Reserved.
- 4.3 The VILLAGE shall provide the COUNTY with name change paperwork, meter change out paperwork, final meter readings for meter changes outs, ownership/occupant change paperwork including forwarding address and final meter readings for ownership/occupant changes at least bi-monthly or more often as determined and mutually agreed upon by staff from the COUNTY and VILLAGE, except in cases where paperwork is received at the end of the billing cycle. For this exception, VILLAGE will provide customer changes after the bi-monthly billing period is finalized.
- 4.4 The VILLAGE shall provide the COUNTY with a water service termination list at least bi-monthly or more often as determined and mutually agreed upon by the staff from the COUNTY and VILLAGE.

5.0 OUTSIDE READING/INSIDE READING.

- 5.1 It is expressly understood that missed reads, incorrect reads or estimated reads will not be treated as a reading for the purpose of the VILLAGE'S assessment of fees pursuant to Section 6.0, below. The VILLAGE shall advise the COUNTY whenever the VILLAGE is unable to obtain a reading with VILLAGE reading equipment. In such cases, the COUNTY may attempt to conduct a read at that service address. The COUNTY shall give notice to the VILLAGE prior to any such readings taking place and the VILLAGE shall have the option to accompany COUNTY personnel during such readings.

6.0 CHARGES FOR SERVICES/PAYMENT.

- 6.1 Effective May 1, 2013, the COUNTY shall pay the VILLAGE a fee of one dollar and twenty-five cents (\$1.25) per reading for all readings supplied to and utilized by the COUNTY. The VILLAGE shall not charge the COUNTY for missed reads, estimated reads or incorrect reads.

- 6.2 The VILLAGE shall bill the COUNTY for the billing cycle reads at the rate stated in Paragraph 6.1, above, not more frequently than once every sixty (60) days; the COUNTY'S payment of such bills shall be made within thirty (30) days of the invoice's mailing date.
- 6.3 The VILLAGE shall not increase the reading service charge established in Paragraph 6.1, above, prior to May 1, 2015. For each 12 month period thereafter, the VILLAGE agrees that it will not increase its reading service charge by more than the greater of three (3%) percent or the increase in the Consumer Price Index Urban- All items for the applicable prior 12 month period. The reading service charge may be changed, after May 1, 2015, without formal amendment of this Agreement but through written notice to the COUNTY by the VILLAGE at least forty-five (45) days prior to the effective date of the new reading service charge.
- 6.4 The COUNTY shall charge the VILLAGE'S water service customers, receiving sanitary sewer service from the COUNTY, a meter reading fee on those customers' bi-monthly sewer bills in an amount sufficient to cover costs the COUNTY may incur, including, but not limited to, the fees charged by the VILLAGE to the COUNTY under this Agreement for providing meter reading services. These fees shall be established by the DuPage County Board's Public Works Committee.
- 6.5 The COUNTY may request, in writing, that the VILLAGE terminate water service to any VILLAGE water service customer who is more than forty-five (45) days and Fifty Dollars (\$50.00) past due for any payment to the COUNTY for COUNTY sewer service. The COUNTY shall first review the VILLAGE termination list (to be provided upon request by the VILLAGE) before requesting water service termination. If the VILLAGE has already terminated water service to that customer the COUNTY shall notify the VILLAGE of the COUNTY'S sewer service payment claim. The VILLAGE, upon receipt of such notice, agrees that it shall keep the water service terminated, at no charge to the COUNTY, until both the COUNTY'S and the VILLAGE'S past due charges have been paid in full, together with any applicable reconnection or re-establishment fees charged by either party. If water service has not already been terminated the VILLAGE will make a good faith effort to terminate water service to delinquent parcels in the manner required by law and VILLAGE ordinances within three (3) business days of the COUNTY'S request, barring delay due to requirements of law, weather or other unforeseen circumstances or scheduling conflicts. If service cannot be terminated because the B-Box could not be located, or the B-Box is not keyable, the VILLAGE will make a good faith effort to locate and/or repair the B-Box.

The COUNTY shall pay the VILLAGE a fee for each property that has water service discontinued and later restored by the VILLAGE. The fee shall be an amount equal to the then current amount provided for such service in the VILLAGE'S Municipal Code. This fee may be increased by the VILLAGE at any time, provided the VILLAGE first gives the COUNTY forty-five (45) days written notice of the new charges. The fee may be changed without formal amendment of this Agreement. The COUNTY shall make payment to the VILLAGE for service terminations within thirty (30) days of receipt of a VILLAGE invoice for such work, except that the COUNTY shall not be required to make such payments to the VILLAGE more often than once per month. The COUNTY may assess an amount equal to any such VILLAGE fees as a penalty fee payable by the delinquent sanitary sewer service customer as a condition of re-establishing service. The COUNTY and the VILLAGE agree and acknowledge that both federal and state laws related to debt collection and bankruptcy can affect the management of these utility services and the collection of delinquent accounts, and will follow the requirements of the law thereto.

7.0 INDEMNIFICATION.

- 7.1 The parties shall indemnify, hold harmless and defend the other party, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the first party's negligent or willful acts, errors or omissions in its performance under this Agreement, to the fullest extent each party is so authorized under the law.
- 7.2 The parties do not waive or limit, by these indemnity requirements, any defenses or protections under the Local Government and Governmental Employees Tort Liability Act (745 ILCS 10/1 et seq.) or otherwise available to them. The immunities or defenses of either party, or any statutory limitation on damages, shall further operate as a bar and, or, limitation of that party's indemnification obligations under this AGREEMENT.

8.0 MISCELLANEOUS TERMS.

- 8.1 This Agreement may be modified or amended only by written instrument duly authorized and signed by both the COUNTY and the VILLAGE.

- 8.2 This Agreement contains the entire understanding of the VILLAGE and the COUNTY with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect to such subject matter.
- 8.3 Upon the execution of this Agreement by both of the parties hereto, all other Intergovernmental Agreements between the Village of Burr Ridge and the County of DuPage, Illinois for Reporting and Meter Reading, shall be null and void and of no further force or effect.
- 8.4 This Agreement shall be executed for and on behalf of the COUNTY and the VILLAGE pursuant to Resolutions or Ordinances approved by the legislative body of each of the parties.
- 8.5 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instruments.
- 8.6 The initial term of this Agreement shall become effective May 1, 2013 and remain in full force and effect until May 1, 2015. On May 1, 2015, this Agreement and each subsequent anniversary date thereafter, this Agreement shall automatically renew for an additional one-year period unless, within at least ninety (90) days prior to such anniversary date, either party has given written notice of termination to the other party. During the first year of this Agreement, either party may opt out of this Agreement after giving ninety (90) days' notice of termination to the other party.
- 8.7 Upon termination, the liabilities and obligations of the parties to this Agreement shall cease. However, the parties shall not be relieved of the duty to perform their obligations up to the date of termination and the COUNTY shall not be relieved of its obligation to pay the VILLAGE for services rendered prior to termination nor shall the VILLAGE be relieved of its obligation to pay the COUNTY for services rendered prior to termination.
- 8.8 In the event that the VILLAGE'S obligation hereunder to read the VILLAGE water meters cannot be performed by reason of an act of God, strike, labor dispute, fire, war, civil disturbance, explosion, pestilence, breakage or accident to machinery or water utility appurtenances, quarantine, epidemic, flood, weather disturbance, any act or interference of any governmental authority or agency, or by any similar cause reasonably beyond the control of the VILLAGE, then during the continuance of such disturbance, (i) the VILLAGE'S obligation to read VILLAGE'S water meters shall be suspended to the extent that the interference prohibits such performance, and (ii) subject

to the provisions above, the COUNTY'S obligation to make corresponding payments to the VILLAGE shall likewise be suspended. Nothing herein shall be construed to prohibit either party from issuing water or sanitary sewer bills based on estimated usage, which estimate shall be made in the discretion of the billing party. Estimated billing reads shall not be billed to the COUNTY as a meter read.

8.9 COUNTY'S obligations under this Agreement are conditioned upon receipt by the COUNTY of such regulatory approvals as the COUNTY, in its sole discretion, determines to be necessary in connection herewith. In addition, if at any time the COUNTY, in its sole discretion, determines that its relationship with any regulatory agency makes such termination advisable, the COUNTY may terminate this Agreement upon at least ninety (90) days prior notice to the VILLAGE.

8.10 Any required notice shall be sent to the following addresses and parties:

For the VILLAGE:

Village of Burr Ridge
7660 County Line Road
Burr Ridge, IL 60527
ATTN: Steve Stricker, Village Administrator

For the COUNTY:

Department of Public Works
421 North County Farm Road
Wheaton, Illinois 60187
ATTN: Nicholas Kottmeyer, P.E. - Superintendent of Public Works.

8.11 All notices required to be given under the terms of this Agreement shall be in writing and either (a) served personally during regular business hours; (8:00a.m. - 4:00p.m. CST or CDT Monday -Friday), (b) served by facsimile transmission during regular business hours (8:00a.m. - 4:00p.m. CST or CDT Monday-Friday); or (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid. Notices served personally or by facsimile transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereon in accordance with the requirements of this Paragraph, and without compliance to the amendment procedures set forth in Paragraph 8.1, above.

- 8.12 In addition to the notice requirements set forth above the parties agree that day to day communications may be by telephone or email, communication to the following contact persons, which list may be updated by either party without formally amending the Agreement in compliance to Paragraph 8.1, above.

For the VILLAGE:

| | | |
|--------------------------------|-------------|-----------------------|
| Director of Finance | Jerry Sapp | (630) 654-8181 x 4000 |
| Director of Public Works | Paul May | (630) 654-8181 x 6000 |
| Accounting Clerk-Water Billing | Barb Joyce | (630) 654-8181 x 4030 |
| PW Water Dept. Supervisor | James Lukas | (630) 654-8181 x 6050 |

For the COUNTY:

| | | |
|--------------------------------|--------------------|--------------|
| Financial Administrator | Susan Snow | 630-985-7400 |
| Billing Collection Supervisor | Laura Bernhard | 630-985-2905 |
| Billing Collection Specialist | Sandra Martinez | 630-985-2905 |
| Superintendent of Public Works | Nicholas Kottmeyer | 630-407-6818 |

- 8.13 The parties agree that neither party shall have any recourse against the other party for any breach unless notice of said breach has been given and the party in breach has failed or refused to timely cure said breach. The waiver of, or failure to enforce, any breach of this Agreement by any party shall not be construed, or otherwise operate, as a waiver of any future breach of this Agreement. Further the failure to enforce any particular breach shall not bar or prevent the remaining party from enforcing this Agreement with respect to a different breach.
- 8.14 This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance.
- 8.15 The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this Agreement, shall be the judicial circuit court for DuPage County.

IN WITNESS WHEREOF, the parties set their hands and seals as of the date first written above.

County of DuPage

Village of Burr Ridge

Daniel J. Cronin, Chairman
DuPage County Board

Robert Sodikoff
Acting Village President

Attest:

Attest:

Gary A. King
County Clerk

Village Clerk

**RESOLUTION APPROVING THE ANNUAL PUBLICATION OF THE
VILLAGE OF BURR RIDGE ZONING MAP**

WHEREAS, Illinois State Statutes require the annual publication of municipal zoning maps; and

WHEREAS, the Zoning Map attached hereto accurately reflects the current zoning of all property within the corporate limits of the Village of Burr Ridge; and

NOW THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Burr Ridge, Cook and DuPage Counties, Illinois, as follows:

Section 1: That the attached Exhibit A is approved for publication as the Village of Burr Ridge Zoning Map.

Section 2: That this Resolution shall be in full force and effect from and after its adoption and approval as required by law.

ADOPTED this 14th day of January, 2013, by the Corporate Authorities of the Village of Burr Ridge on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 14th day of January, 2013, by the President of the Village of Burr Ridge.

Village President

ATTEST:

Village Clerk

7C

RESOLUTION _____

RESOLUTION OF APPRECIATION RECOGNIZING RETIREMENT AFTER 30 YEARS OF DEDICATED SERVICE TO THE VILLAGE OF BURR RIDGE - OFFICER SCOTT PHILLIPS

WHEREAS, Scott Phillips will retire as an Officer from the Burr Ridge Police Department on January 10, 2013; and

WHEREAS, Officer Phillips is the first Officer in the history of the Burr Ridge Police Department to retire with 30 years of service; and

WHEREAS, during his tenure Officer Phillips served as an evidence technician, detective and firearms instructor, ensuring proficiency and safety among his fellow officers; and

WHEREAS, Officer Phillips has provided dedicated service to the residents of Burr Ridge and has brought to his position the qualities of integrity and loyalty.

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Burr Ridge, DuPage and Cook Counties, Illinois, that Officer Scott Phillips shall hold a place of high esteem in the minds and hearts of the residents and employees of the Village and is offered our sincere congratulations and best wishes on the occasion of his retirement after completing 30 years of service to the Village.

ADOPTED this ____ day of _____, 2013, by the Mayor and Board of Trustees of the Village of Burr Ridge

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____, 2013, by the Mayor and Board of Trustees of the Village of Burr Ridge.

Robert N. Sodikoff
Acting Mayor

ATTEST:

Karen J. Thomas
Village Clerk

8C

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 150
PUBLIC EMPLOYEES DIVISION**

AND

VILLAGE OF BURR RIDGE

DECEMBER 1, 2012 THROUGH APRIL 30, 2016

AGREEMENT

This Collective Bargaining Agreement ("Agreement") has been made and entered into by and between the Village of Burr Ridge, Illinois. (hereinafter referred to as the "Employer") and the International Union of Operating Engineers, Local 150, Public Employees Division (hereinafter referred to as the "Union"), on behalf of certain employees described in Article I

PREAMBLE

In order to establish harmonious employment relations through a mutual process, to provide fair and equitable treatment to all employees, to promote the quality and continuance of public service, to achieve full recognition for the value of employees and the vital and necessary work they perform, to specify wages, hours, benefits and working conditions, and to provide for the prompt and equitable resolution of disputes, the parties agree as follows:

ARTICLE I

UNION RECOGNITION/MANAGEMENT RIGHTS

SECTION 1.1: RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours, working conditions and other conditions of employment on which it may lawfully bargain collectively for employees for all persons employed full time or regular part time by the Village of Burr Ridge in the following classifications: General Utility Worker I, General Utility Worker II, and Assistant Water Operator within the Department of Public Works, as certified by the Illinois State Labor Relations Board in No. S-RC-12-055. Excluded are any and all other employees of the Village of Burr Ridge.

SECTION 1.2: MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the Village retains all traditional rights to manage and direct the affairs of the Village in all of its various aspects, and to manage and direct its employees, including, but are not limited to, the following: to plan, direct, control and determine the budget and all the operations, services and missions of the Village; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to layoff employees or otherwise relieve employees from duty for lack of work or other legitimate reasons; to establish work and productivity standards and, from time to time, to change those standards; to contract out for goods and services; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to make, alter and enforce reasonable rules, regulations, orders, policies and procedures; to evaluate employees; to establish reasonable performance standards for employees; to discipline, suspend and discharge non-probationary employees for cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities or introduce new ones; to determine training needs and assign employees for training; to determine equipment to be used and uniforms to be worn; to determine work hours; to develop job descriptions for the positions covered by this Agreement, which shall be subject to change from time to time by the Village; to determine internal investigation procedures.

SECTION 1.3: PART TIME

Part time employees are defined as those employees who are regularly scheduled to work less than 30 hours per week. Part time employees in the classifications of General Utility Worker I and General Utility Worker II shall be members of the bargaining unit but shall not be entitled to any fringe benefits hereunder. Part time employees shall be subject to such limitations

on maximum allowable hours of work as the Employer shall determine. There shall be no limitation on the number of part time employees that the Village may employ. There shall be no limitation on the number of non-bargaining unit seasonal and/or temporary employees that the Village may employ, or the work they are assigned to perform.

ARTICLE II

UNION RIGHTS

SECTION 2.1: UNION ACTIVITY DURING WORKING HOURS

Authorized agents of the Union shall have reasonable access, with prior notice to the Director of Public Works, to the Employer's Public Works Facility during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to; provided however, there is no interruption of the Employer's working schedule.

SECTION 2.2: TIME OFF FOR UNION ACTIVITIES

Employees may utilize any accumulated time off other than sick leave (holiday, personal, vacation, etc.) for union business, provided that all notice requirements in effect for the use of any such leave are satisfied and the use does not interrupt the Employer's working schedule.

SECTION 2.3: UNION BULLETIN BOARD

The Village will make available bulletin board space on one (1) of the visible and accessible bulletin boards in the Public Works Facility for the posting of official Union notices and information of a non-political and non-inflammatory nature. The Union will limit the posting of Union notices to said bulletin board.

ARTICLE III

UNION DUES/FAIR SHARE CHECKOFF

SECTION 3.1: DEDUCTIONS

The Employer agrees to deduct from the pay of those employees who are Union members any or all of the following:

Union membership dues, assessments, or fees.

Requests for any of the above shall be made on a form provided by the Union and shall be made within the provisions of the State Salary and Annuity Withholding Act and/or any other applicable State statute.

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with the law and shall be remitted to the Union on a bi-weekly basis at the address designated in writing by the Union. The Union shall advise the Employer of any increases in dues or other approved deductions in writing at least thirty (30) days prior to its effective date. The Union agrees that no deduction amount shall be changed more than twice per calendar year.

SECTION 3.2: FAIR SHARE

Pursuant to the Illinois Public Labor Relations Act and amendments thereto, employees covered by this Article who are not members of the Union or do not make application for membership, shall be required to pay, in lieu of dues, their proportionate fair share of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours, terms and conditions of employment, as certified by the Union.

The proportionate fair share payment, with a letter of explanation as to that fair share payment, as certified to be current by the Union pursuant to the Illinois Public Labor Relations

Act, shall be deducted by the Employer from the earnings of the non-member employee each pay period. The amount of the above employee deductions shall be remitted to the Union after the deduction(s) is made by the Employer with a listing of the employee, address and the individual employee deduction(s), along with deductions remitted pursuant to this Article.

SECTION 3.3: APPEAL PROCEDURE

The Union agrees to provide fair share payers with an appeal procedure in accordance with applicable law.

SECTION 3.4: HOLD HARMLESS

The Union shall hold and save the employer harmless from any and all responsibility and claims in connection with the collection and disbursement of monies under this Article and Agreement.

ARTICLE IV

HOURS OF WORK AND OVERTIME

SECTION 4.1: WORKDAY AND WORKWEEK

A. The normal workday is eight (8) hours, and the normal workweek is forty (40) hours.

B. The normal hours/workdays for bargaining unit employees shall be 7:00 a.m. to 3:30 p.m., with one-half (1/2) hour unpaid lunch, exclusive of drive/wash up time, Monday through Friday. Additionally, where the requirements of the job dictate that employees work through their lunch period, employees may be allowed to leave work thirty (30) minutes early, or shall be compensated at the appropriate rate of overtime should an employee not leave work early.

C. Employees will be provided with one (1) fifteen (15) minute work break in the morning and one (1) fifteen (15) minute work break in the afternoon. If employees work more than four hours of overtime, they will be entitled to one (1) fifteen (15) minute paid break for every four hours worked.

D. The Village may establish temporary work shifts in cases of emergency or where weather or unusual circumstances exist, not to exceed seven (7) calendar days in duration, and may assign employees to work on the temporary shift according to the skills and classifications needed to complete the work to be performed on the temporary shift.

SECTION 4.2: OVERTIME COMPENSATION

The compensation paid employees for overtime work shall be as follows:

A. Except as set forth elsewhere in this agreement, a bargaining unit employee shall be paid at one and one-half times the employee's regular hourly rate of pay when required to work in excess of 40 hours per week. Overtime will be rounded up to the nearest ¼ hour.

B. Compensated time not actually worked shall be counted as "time worked" for purposes of computing overtime compensation.

SECTION 4.3: OVERTIME DISTRIBUTION

The Village may require overtime work, and employees may not refuse overtime assignments unless compelling reason is shown. Overtime work will be offered and equitably distributed annually to employees in the job classification in which the need for overtime arises. In addition, notwithstanding the above, the Village retains the right to assign specific individuals to perform specific overtime assignments due to their qualifications or to complete work in progress. If any employee establishes that he/she has not received an overtime opportunity that

he/she should have received, the employee shall have first preference to future overtime opportunities until the matter is remedied. The Village reserves the right to assign work normally performed by bargaining unit members to non-bargaining unit persons where, in the reasonable opinion of the Director, such assignment is sound from an operational perspective (such as, a need for supervisory or technical knowledge or skills, preservation of employee rest period(s), or scheduled need for specific employee(s) on a subsequent shift).

SECTION 4.4: CALLBACK

A callback is an official assignment of work which does not continuously follow an employee's regularly scheduled working hours. Callbacks shall be compensated with a guaranteed minimum of two (2) hours at the appropriate overtime rate for each such callback with pay beginning at the time the employee arrives at the job site. Employees shall be given a reasonable amount of time to respond to the Village facility, but shall make every effort to respond within one hour, weather and traffic conditions dependent. In the event of consecutive callbacks within the guaranteed minimum two (2) hour period, the employee will not be paid for two (2) separate callbacks. The Employer may send an employee home early from his or her regular shift when weather forecasts indicate a possible callback for snow plowing. However, if any employee(s) are sent home early for this reason and not called back, they shall be paid from the time they were sent home to the scheduled end of that work shift.

SECTION 4.5: COMPENSATORY TIME

In lieu of paid overtime employees may opt to earn compensatory time off. Compensatory time shall be granted in the minimum of fifteen (15) minute blocks. Employees may accumulate up to thirty-two (32) hours of compensatory time in lieu of overtime at any given time, but cannot use more than sixty (60) hours of compensatory time in any fiscal year.

Compensatory time cannot be scheduled before it is earned. Compensatory time may be cashed in by the employee at the normal cash in periods in April and November.

SECTION 4.6: MANDATORY REST PERIOD

Unless an Employee agrees otherwise, Employees will not be required to work more than sixteen (16) hours in a twenty-four (24) hour period without being allowed an eight (8) hour rest period on or off site at the employee's discretion. The rest period shall be unpaid, but the employee shall be allowed to substitute vacation time, personal time or compensatory time for any time that the rest period extends into a scheduled work shift.

ARTICLE V

SENIORITY

SECTION 5.1: SENIORITY DEFINED

An employee's seniority shall be the period of the employee's most recent continuous regular full time employment within Department of Public Works for the Employer. Seniority is not transferable into the bargaining unit from previously held non-bargaining unit positions. When two employees have the same seniority date, a coin flip shall determine their seniority for the purposes of this Agreement.

SECTION 5.2: BREAKS IN CONTINUOUS SERVICE

An Employee's continuous service record shall be broken by voluntary resignation, layoff in excess of twelve (12) months, discharge for just cause (or without cause in the case of a probationary employee), retirement, failure to return from a leave of absence and being absent for three (3) consecutive days without reporting off. However, if a laid off employee returns to work in any capacity for the Employer within twelve (12) months of layoff, the break in continuous service shall be removed from his/her record.

SECTION 5.3: SENIORITY LIST

The Employer shall maintain a seniority list which shall be furnished to the Union upon request. Any objections to the seniority list will be waived if not raised in writing by the Union within ten (10) days of the furnishing of the list.

SECTION 5.4: PROBATIONARY EMPLOYEES

An employee is probationary for the first twelve (12) months of employment. Employees who are promoted within the bargaining unit shall not be required to serve an additional probationary period.

A probationary employee shall have no seniority, except as otherwise provided for in this Agreement, until he/she has completed their required probationary period. Upon such completion, he/she shall acquire seniority retroactively from the date of employment. During this period of probation, the employee may be disciplined or discharged without cause, and no grievance may be filed by or on behalf of such employee regarding discharge or discipline.

ARTICLE VI

LAYOFF AND RECALL

SECTION 6.1: DEFINITION AND NOTICE

A layoff is defined as a reduction in currently filled bargaining unit jobs. The Village Administrator, with the approval of the Village Board, retains full authority to lay off and assign work. Layoffs may be implemented by reason of shortage of work or funds, the abolition of the position, material changes in the duties or organization, or for other reasons which may be determined by the Village. The temporary or permanent separation of an employee from employment as a penalty or disciplinary action, or the removal of a probationary employee

during the probationary period, shall not be considered a layoff. The Employer shall give the Union and the laid off employee(s) at least forty five (45) days notice of any layoffs, unless such notice is impracticable.

SECTION 6.2: GENERAL PROCEDURES

The basis for determining layoffs of employees shall include but not be limited to seniority, licensing, and qualifications. In the event that licensing and qualifications are determined by the Village to be equal, seniority in classification shall be the determining factor.

SECTION 6.3: RECALL OF LAID-OFF EMPLOYEES

The names of laid-off employees shall be placed on a recall list for a period of one (1) year. If there is a recall, employees who are on the recall list shall be recalled in the inverse order of their layoff, provided that they are presently qualified to perform the work without further training in the position classification to which they are recalled. The Employer shall notify the employee via certified mail to the employee's last known address with a copy to the Union that he/sbe is being recalled. The employee shall notify the Village Administrator, in writing, of the employee's intention to return within three (3) calendar days after receiving notice of recall or seven (7) calendar days for the date of the mailing of the notice, whichever is less. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice to the employee's last known mailing address, it being the obligation and responsibility of the employee to provide the Village with the employee's last mailing address. If the employee does not respond in time, the employee will no longer be considered for employment. Recalled employees shall report for work within fourteen (14) days after their notification of intent to return or at some further time as may be designated by the Village.

ARTICLE VII

DISCIPLINARY PROCEDURES

SECTION 7.1: EMPLOYEE DISCIPLINE

The Employer agrees with the tenets of progressive and corrective discipline and that it shall be imposed only for just cause (probationary employees without cause). Discipline may include the following steps, which are not exhaustive:

- (A) Oral warning with documentation of such filed in the employee's personnel file.
- (B) Written reprimand with copy of such maintained in the employee's personnel file.
- (C) Suspension without pay with documentation of such maintained in the employee's personnel file.
- (D) Discharge with documentation of such maintained in the employee's personnel file.

However, the Employer shall retain the right to invoke discipline which it determines to be appropriate under the circumstances surrounding each individual incident giving rise to disciplinary action, provided just cause exists (except for probationary employees). Therefore, the Employer may invoke either a suspension or discharge without oral warning or written reprimand should the seriousness of the offense warrant suspension or discharge without oral warning or written warning.

Prior to actual imposition of a suspension without pay, the employee will be afforded an opportunity to discuss his/her views concerning the conduct causing such disciplinary action with the Director of Public Works. In the case of termination, the employee will be given the opportunity to discuss the matter with the Village Administrator. Such discussion should take

place as soon as practicable and not be unduly or unreasonably delayed, and the employee shall be informed clearly and concisely of the basis for such action.

All disciplinary action (including verbal warnings if documented) shall be signed by the employee as having been received by the employee, not that it is agreed to, with a copy given to the employee prior to placement in the personnel file, unless the employee refuses to sign the disciplinary action in which case the Employer shall so indicate on the disciplinary action that the employee has refused to sign it.

SECTION 7.2: RIGHT TO REPRESENTATION

Prior to any disciplinary discussions with the employee, where the imposition of discipline beyond an oral warning is contemplated, the employee shall not be denied his/her rights to Union representation upon request due to the fact that disciplinary action may be taken.

ARTICLE VIII

GRIEVANCE PROCEDURE

SECTION 8.1: GRIEVANCE DEFINED

A grievance is defined as any claim of violation of this Agreement.

SECTION 8.2: PROCESSING OF GRIEVANCE

Except for Step 1 and 2, grievances shall be processed only by the Union on behalf of an employee or on behalf of a group of employees or itself setting forth name(s) or group(s) of the employee(s). The Grievant or one Grievant representing a group of Grievants may be present at any step of the grievance procedure, and the employee is entitled to Union representation at each

and every step of the grievance procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group.

SECTION 8.3: GRIEVANCE STEPS

STEP ONE: DIRECTOR OF PUBLIC WORKS

The Union or employee may submit a written grievance to the Director of Public Works within seven (7) calendar days of the event giving rise to the grievance or the employee's reasonable knowledge of the events giving rise to the grievance. The Director or his/her designee shall schedule a conference within fourteen (14) calendar days of receipt of the grievance to attempt to adjust the matter. The Director shall submit a written response within ten (10) business days of the conference. If the conference is not scheduled, the Director shall respond to the grievance in writing within fourteen (14) calendar days of receipt of the grievance. If the Director does not respond in a timely fashion, the grievance shall thereby be deemed as denied and the grievance may advance.

STEP TWO: VILLAGE ADMINISTRATOR

If the grievance remains unsettled at Step ONE, the Union or employee may advance the written grievance to the Village Administrator within fourteen (14) calendar days of the response in step one or when such response was due. The Village Administrator or his/her designee shall schedule a conference within fourteen (14) calendar days of receipt of the grievance to attempt to adjust the matter. The Village Administrator shall submit a written response within fourteen (14) calendar days of the conference. If the conference is not scheduled, the Village Administrator shall respond to the grievance in writing within fourteen (14) calendar days of receipt of the appeal. If the Village Administrator does not respond in a timely fashion, the grievance shall thereby be deemed as denied and the Union may move the grievance to the next step.

STEP THREE: ARBITRATION

If the grievance remains unsettled after the response in step two, the Union may refer the grievance to arbitration within fourteen (14) calendar days of the Step Two response. The Union shall request the Federal Mediation and Conciliation Service to submit a panel of arbitrators. The parties shall alternately strike the names of arbitrators, taking turns as to the first strike. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators.

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator. Both parties shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the costs of its own witnesses.

Questions of procedural arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the question of arbitrability. If it is determined that the matter is arbitrable, the arbitrator shall then proceed to determine the merits of the dispute.

The arbitrator shall neither amend, modify, nullify, ignore, add or subtract from the provisions of this Agreement.

The expenses and fees of the arbitrator and the cost of the hearing room shall be shared equally by the parties. Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent arbitrator(s) during the term of this Agreement or to use the expedited arbitration procedures of the American Arbitration Association.

If either party desires a verbatim record of the proceedings, it may cause such to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, it shall equally pay for the expense of such.

Issue(s) presented to the arbitrator shall be limited to those issue(s) presented at Step Two unless otherwise agreed by the parties.

The arbitrator shall render his/her decision in writing to the parties within a reasonable time following the close of the arbitration hearing or the submission date of briefs, whichever is later. The arbitrator shall support his/her findings with a written opinion. The decision and opinion shall be based solely on and directed to the issue presented. The award shall clearly direct the parties as to what action(s) must be taken in order to comply with the award. The arbitrator's decision shall be final and binding on the Employer, employee, and Union, shall be within the scope and terms of this Agreement, and shall not change any of the terms of this Agreement.

SECTION 8.4: GRIEVANCE FORMS

The written grievance required under this Article shall be on a form which shall be provided by the Union. It shall contain a statement of the Grievant's complaint, the section(s) of this Agreement that have been allegedly violated, the date of the alleged violations and the relief being sought. The form shall be signed and dated by the Grievant and/or his/her representative. An improper grievance form, section citation or other procedural error (other than timeliness) shall not be grounds for denial of the grievance.

SECTION 8.5: SETTLEMENTS AND TIME LIMITS

Any grievance not appealed to the next succeeding step in writing and within the appropriate number of work days of the Employer's last answer will be considered settled on the basis of the employer's last answer and shall not be eligible for further appeal.

SECTION 8.6: UNION STEWARDS

Two (2) duly authorized bargaining unit representatives shall be designated by the Union as Stewards. The Union will provide written notice to identify the Stewards.

ARTICLE IX

LEAVES

SECTION 9.1: HOLIDAYS

Holidays are:

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve Day

Christmas Day

New Years Eve (1/2 Day Only)

3 Personal Days

All employees shall receive eight (8) hours pay for each holiday. Employees who work on a holiday shall be compensated at two (2) times their regular rate of pay for all time actually worked on such holiday, with a guaranteed minimum of two (2) hours double time pay should an employee be called out on a holiday. For example, an employee is called out to plow snow on Christmas Day for 6 hours. He shall be compensated as follows: 8 hours of straight time pay and 6 hours of double time pay. Assuming his pay rate is \$20 per hour, he will receive \$400 for the

day. There shall be no pyramiding and these hours shall not count towards additional overtime if they put the employee over 40 hours for the week.

SECTION 9.2: HOLIDAYS FALLING ON WEEKENDS

The holiday shall be the day as established by the national holiday and as determined by the Employer and not necessarily the observed calendar day. Normally, if a recognized holiday falls on a Saturday, the designated holiday shall be on the previous Friday. If a recognized holiday falls on a Sunday, the designated holiday shall be on the Monday following the holiday. However, for the purpose of holiday pay, the actual day on which the holiday falls shall be considered the day on which holiday pay will be awarded. For Christmas Eve and New Year's Eve, the holiday shall begin at noon and end at midnight. In years when Christmas Eve and New Year's Eve fall on a Friday, Saturday or Sunday, employees will receive a total holiday allowance of twelve (12) hours (8 hours for Christmas Eve, 4 hours for New Year's Eve) and will be allowed to use said time off between the 23rd of December and the 30th of April the following year. This holiday allowance time off must be scheduled in advance and approved by the Department Head.

SECTION 9.3: VACATION LEAVE

Unless specified otherwise, regular full-time employees in the Village service completing a probationary period shall be allowed vacation leave according to the following schedule:

| <u>Completed Years of Service</u> | <u>Earned Vacation Leave</u> |
|-----------------------------------|------------------------------|
| After 1 year | 2 weeks |
| After 5 years | 3 weeks |
| After 10 years | 4 weeks |
| After 17 years | 5 weeks |

Vacation leave is awarded at the beginning of each calendar year. The additional week of vacation which is granted to an employee on their 5th, 10th, and 17th year shall be awarded on the employee's anniversary date. All of the annual vacation days to which the employee is entitled in a calendar year will expire at the end of the calendar year, except for forty (40) hours which an employee may carry over into the next year and which must be used in the next year. Exceptions to this policy will be granted under the following circumstances:

1. For employees whose one, five, ten or seventeen year anniversary falls between November 1 and December 31. In this instance, employees will be allowed to use said vacation leave between November 1 and April 30 of the following year.
2. For new employees to allow them to take their first week of accrued vacation after six months of service between their six-month anniversary and the end of the calendar year following their one-year anniversary date.
3. For unusual circumstances which cause the Department Head to either revoke or otherwise not grant vacation time, due to the needs of the Department, when recommended by the Department Head and approved by the Village Administrator.

Vacation leave must be taken in minimum increments of one day (or less with Department Head approval, such approval not to be unreasonably denied). All vacation schedules shall be arranged in advance and approved by the Department Head, using the Request for Authorized Leave form. Up to two (2) weeks vacation will be granted by seniority, if requested prior to March 1. After March 1, vacations will be granted on a first come, first served basis. Requests for vacation time off in excess of two (2) weeks must receive the approval of the Village Administrator.

In case of emergency, the Department Head may cancel and reschedule any or all approved vacation leaves in advance of their being taken, and, if necessary, may call back an employee from a vacation in progress, provided that the employee has remained at home for his or her vacation.

The time at which an employee may take vacation leave shall be ultimately determined by the Department Head, with due regard to seniority, the wishes of the employee, and to the needs of the Department. No more than one (1) employee covered by this Agreement may be off on vacation at a time between December 1 and February 1.

Employees shall be eligible for accrued vacation upon termination. Upon the death of a Village employee, the named beneficiary or estate of the deceased employee shall be entitled to receive such sum for any accrued vacation period to which the employee was entitled at the time of death.

SECTION 9.4: SICK LEAVE

Bargaining unit employees shall earn sick leave in accordance with the applicable provisions of the Village Personnel Manual, attached hereto as Appendix A.

An employee may be eligible for sick leave for the following reasons:

- A. Personal illness or physical incapacity;
- B. Quarantine of an employee by a physician;
- C. Illness or injury of immediate family (including step relations) of employee (immediate family is defined as spouse, parent, child, brother, sister, mother-in-law or father-in-law);
- D. Maternity as directed by a physician;

Sick leave may be accumulated up to a maximum of 260 days. Sick leave may never be taken in advance of earning the time. In addition, employees covered under IMRF will be

permitted to accumulate sick days beyond the 260-day limit, but only for the purpose of receiving credit for IMRF benefits at the time of retirement. Time accumulated beyond 260 days cannot be used for paid time off.

An employee, unable to report for work because of the above reasons, shall notify his/her supervisor or department head prior to the time they are expected to report for work. Sick leave with pay in excess of three (3) consecutive working days shall be allowed only after presenting a written statement from a physician certifying that the employee's condition prevented the employee from reporting to work if so requested by the Employer. The Employer shall have the right to request appropriate medical certification of any employee's need for sick leave or fitness to return to work whenever it reasonably determines such certification is necessary.

SECTION 9.5: JURY DUTY LEAVE

A full-time employee shall be granted leave with pay when required to be absent from work for jury duty or as a subpoenaed trial witness in a case involving the Village, including cases where an employee is subpoenaed because they witness an incident while on duty, but excluding cases where the employee is the plaintiff or complainant.

When an employee is notified for jury duty, the employee is to provide notification to his/her supervisor or department head the following business day after receiving such notification. When serving on a jury, the employee must make regular contact with his/her supervisor or department head. An employee who must attend court on a non-work related matter must take vacation days or personal days or compensatory time to cover the time off from work. If the employee has used his/her allotted vacation or personal days or comp time the employee will be granted leave without pay.

SECTION 9.6: MILITARY LEAVE

Employees shall be eligible for military leave in accordance with applicable state and federal law.

SECTION 9.7: FUNERAL LEAVE

In the event of the death of a member of the immediate family of an employee or his/her spouse, the employee will be granted up to three (3) days off with pay to attend the funeral. For the purposes of this Section, immediate family shall be defined as the husband/wife, son/daughter, step son/step daughter, mother/father, mother-in-law/father-in-law, sister/brother, grandmother/grandfather of the employee and/or the employee's spouse. The Village retains the right to require proof of the funeral and the employee's attendance at the funeral.

If any portion of the approved leave falls on a day(s) the employee is not scheduled to work, the employee will receive compensation only for those days normally worked. Vacations will be extended as a result of a death of an immediate family member, occurring during vacation. Should an employee need additional time off due to a death of a family member, he shall be permitted to use vacation, personal or compensatory time as permitted by the Department of Public Works, such approval not to be unreasonably denied.

ARTICLE X

LABOR MANAGEMENT CONFERENCES

SECTION 10.1: LABOR-MANAGEMENT CONFERENCES

In the interest of efficient management and harmonious employee relations, meetings shall be held between Union and Employer representatives when appropriate. Such meetings shall be at a time mutually agreed upon by the parties, and shall be limited to:

- (A) Discussion of the implementation and general administration of this Agreement;
- (B) A sharing of general information of interest to the parties;
- (C) The identification of possible health and safety concerns.

A Union representative and/or one Union Steward may attend these meetings. The Employer may assign appropriate management personnel to attend. All meetings shall start no later than 3:00 pm. There shall be a maximum of four (4) meetings per year unless otherwise mutually agreed to.

SECTION 10.2: PURPOSE

Such meetings shall be exclusive of the grievance procedure. Such meetings shall be chaired by the Employer representative. Grievances and arbitrations shall not be discussed at such meetings.

SECTION 10.3: UNSAFE CONDITIONS

Employees who reasonably and justifiably believe that their health and safety are in danger due to an alleged unsafe working condition, equipment or vehicle, shall immediately inform their supervisors, who shall make a prompt in-the-field determination as to the continuation of the assignment. Ongoing concerns should be addressed at the first available labor management conference.

SECTION 10.4: PROTECTIVE CLOTHING

The Employer shall provide necessary items of protective clothing and safety gear, as determined by the Employer, including but not limited to hip boots, rain gear, safety vests, hard hats, ear protection, chaps, gloves, and non-prescription safety glasses.

ARTICLE XI

MISCELLANEOUS PROVISIONS

SECTION 11.1: GENDER

Whenever the male gender is used in this Agreement, it shall be construed to include both males and females equally.

SECTION 11.2: UNIFORMS

The Village will supply all public works employees with uniforms as exist on the date of this Agreement. Boot allowance shall be \$125 per year in the first two years of the contract and shall increase to \$150 in the second two years of the contract.

SECTION 11.3: LICENSE/CERTIFICATION REIMBURSEMENT

The Employer shall reimburse all employees required by the Employer to carry any licenses and certifications (e.g., CDL) as well as the cost of the license/certification and any renewals as well as endorsements it may require.

SECTION 11.4: DRUG AND ALCOHOL TESTING

It is expressly understood that the Union and Village are in favor of a safe work environment, both for the employees and the public. As such, the parties agree on drug and alcohol testing procedures which go above and beyond current rules and regulations. The policies and procedures set forth in the Village's Substance Abuse Policy Statement are incorporated herein by reference, except for Article XII, Section M thereof, and are attached hereto as Appendix B. Actions taken pursuant to said Policy are subject to review under Article VIII of this Agreement (Grievance Procedure).

SECTION 11.5: MISCELLANEOUS BENEFITS

1. ICMA DEFERRED COMPENSATION PROGRAM

All full-time employees are eligible to participate in the International City Managers Association Retirement Corporation's (ICMARC) Deferred Compensation Program.

2. EMPLOYEE ANNIVERSARY RECOGNITION PROGRAM

The Village has an established program for recognizing its employees for their length of service to the Village. Employees who have served the Village for a period of five, ten, fifteen, twenty, twenty-five and thirty years of employment will be recognized by their department heads and will be given either a savings bond in the amount of \$1,000 or a check in the amount of \$500 (the cost of the bond) in appreciation for their service to the Village of Burr Ridge. The Village will cover the cost of withholding taxes so that employees will not see a tax deduction when they receive their recognition award.

3. RETIREE BONUS PLAN

All full-time employees who retire at age 55 years or older with 20 or more years of service are eligible to receive a \$5,000 cash bonus.

4. GROUP TERM LIFE INSURANCE

Effective upon the date of employment, employees are covered by group term life insurance in the amount of \$50,000.

5. EDUCATIONAL ASSISTANCE PROGRAM

The Village shall continue to offer an Educational Assistance Program for full-time employees of the Village as set forth in Appendix C.

6. WORKERS COMPENSATION

Employees on approved workers compensation leave shall be paid the difference between the compensation provided pursuant to the Workers Compensation Act and their full salary (based on 40 hour work week) for a period of up to one (1) year from the date of injury.

ARTICLE XII

SUBCONTRACTING

The Village recognizes the value of having work performed by its own employees and does not intend to use subcontracting as a means to eliminate the bargaining unit. Nevertheless, the parties recognize that subcontracting is and always has been the prerogative of the Village. At any time during the term of this Agreement or thereafter, the Village shall have the right to subcontract or reassign any or all of the existing and future operations and/or work performed by employees covered by this Agreement. However, the Village agrees that it will not contract out any type of work that has not previously been contracted out while any full time bargaining unit employee is on layoff status.

ARTICLE XIII

NON-DISCRIMINATION

SECTION 13.1: PROHIBITION AGAINST DISCRIMINATION

Both the Employer and the Union agree not to discriminate against any employee on the basis of race, sex, creed, religion, color, sexual orientation, marital or parental status, age, national origin, political affiliation and/or beliefs, or other non-merit factors. Rights of employees pursuant to this Article may be grieved but cannot be arbitrated.

SECTION 13.2: UNION ACTIVITY

The Employer and the Union agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by this Agreement, or on account of membership or non-membership in, or lawful activities on behalf of the Union. Violations of this Section may be grieved through arbitration and may be processed through other competent jurisdictions.

ARTICLE XIV

NO STRIKE/NO LOCKOUT

SECTION 14.1: NO STRIKE

Neither the Union nor any of its officers, agents, or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any job action, strike, sympathy strike, slowdown, sitdown, concerted refusal to perform overtime, mass absenteeism or any other intentional interruption or disruption of the operations of the Village, during the life of this Agreement. The Union agrees to notify all employees covered by this Agreement of their obligation and responsibility to maintain compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others. Any violation of this Section shall constitute just cause for discharge.

SECTION 14.2: NO LOCKOUT

During the term of this Agreement, the Employer shall not lockout any bargaining unit employees.

ARTICLE XV

FILLING OF VACANCIES

SECTION 15.1: POSTING

Whenever the Employer determines there is a vacancy in an existing job classification, that the Employer determines should be filled, or that a new bargaining unit job has been created, a notice of such vacancy shall be posted on all bulletin boards for ten (10) working days. During this period, employees who wish to apply for such vacancy, including employees on layoff, may do so.

SECTION 15.2: FILLING OF VACANCIES

The Employer shall determine whether or not to fill any vacancy, and if it determines to fill a vacancy it shall determine whether there are any current employees who are qualified to fill the vacancy. If two employees are equally qualified, as determined by the Employer, the most senior employee shall be selected to fill the vacancy. If the Employer determines that no employees are qualified, the vacancy may be filled from outside the bargaining unit.

ARTICLE XVI

INSURANCE

SECTION 16.1 COVERAGE

The Village agrees to continue to provide medical, dental and life insurance coverage for employees through the Intergovernmental Personnel Benefit Cooperative (IPBC). Notwithstanding the foregoing, the Village retains the right to change insurance provider(s), carrier(s), third party administrator(s), or to self-insure for the provision of health, dental, and/or life insurance benefits, and the Village further reserves its right to institute, maintain and change cost containment, benefits and other provisions of the plan(s), provided that such changes are made in the plan(s) for other Village employees. For employee coverage, the Village will pay 90% of the cost of employee coverage and the employee shall pay the remaining 10% of the cost. For dependent coverage, the Village will pay 75% of the specified premium cost and the employee, if he/she elects to have dependent coverage, shall pay the remaining 25% of the cost.

SECTION 16.2 VILLAGE INSURANCE BENEFIT RECIPROCITY

In recognition of the desirability of maintaining a uniform policy Village-wide with respect to insurance benefits and notwithstanding the foregoing provisions contained in this

Article, the parties agree that if the Village makes any changes, modifications or improvements with respect to any of the Village's health, life, or dental insurance programs that are applicable to all other full-time Village employees, then such changes, modifications, or improvements (including the cost sharing arrangements between the Village and the employee) shall likewise be applicable to the employees covered by this Agreement on the same terms and on the same date that they are applicable to all other full-time Village employees.

SECTION 16.3 TERMS OF INSURANCE POLICIES TO GOVERN

The extent of coverage under the insurance plan documents referred to in this Agreement shall be governed by the terms and conditions set forth in those policies. Any questions or disputes concerning such insurance documents, or benefits under them, shall be resolved in accordance with the terms and conditions set forth in the policies and shall not be subject to the grievance and arbitration procedures set forth in this Agreement. The failure of any insurance carrier(s) or organization(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Village, nor shall such failure be considered a breach by the Village of any obligation under this Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) or organization(s) from any liability it may have to the Village, Village employee or beneficiary of any Village employee.

SECTION 16.4 FLEX PLAN

The Village will offer employees, under the same terms and conditions that are offered from time to time to other Village employees, the opportunity to participate in the Village's Section 125 Flex Plan. The Village will continue to offer this program only so long as the program continues to be authorized by the Internal Revenue Service.

ARTICLE XVII

WAGE RATES

SECTION 17.1: WAGE RATES

Employees covered by this Agreement shall be paid pursuant to the wage schedule attached hereto and incorporated herein as Appendix D. The attached wage schedule will apply, in terms of years of service, to employees employed on the date this agreement is executed as set forth in Appendix E. After the initial slotting as set forth in Appendix E, employees will move from one step to the next on their anniversary date of hire based upon the employee's most recent date of beginning continuous full-time employment in a bargaining unit position, provided that they achieve a rating of "meets expectations" or better on his annual evaluation. If an employee is in danger of receiving an evaluation rating below "meets expectations" he will be given reasonable advance warning by the Village.

The Village, at its sole discretion, may determine the step for newly hired employees within the established pay plan. If in the exercise of that discretion the Village determines that a newly hired employee shall be compensated at a rate higher than the beginning step, it may do so.

ARTICLE XVIII

SAVINGS CLAUSE

If any provision of this Agreement or the application of any such provision should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the subject matter of such invalid provision shall be open to immediate re-negotiation.

ARTICLE XIX

ENTIRE AGREEMENT

This Agreement constitutes the complete and entire agreement between the parties and concludes the collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement. If a past practice is not addressed in this Agreement, it may be changed by the Village as provided in the Management Rights clause (Section 1.3). The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Accordingly, the Village and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement. The Union also specifically waives any right it may have to impact or effects bargaining for the life of this Agreement.

ARTICLE XX

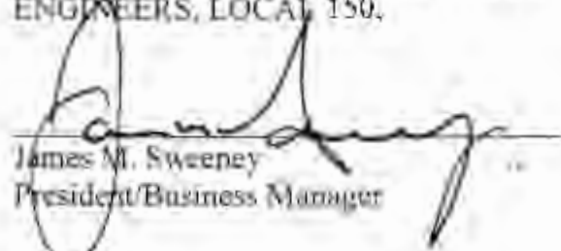
TERMINATION

This Agreement shall be effective when ratified by both parties and shall remain in full force and effect until the 30th day of April, 2016. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least ninety (90) days prior to

the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date, unless mutually agreed.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2012 in the Village of Burr Ridge, ILLINOIS.

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 150,


James M. Sweeney
President/Business Manager

VILLAGE OF BURR RIDGE

Kenneth Edwards
Field Attorney/Organizer

APPENDIX A

IV

Sick Leave

- A. Effective January 1, 2003, during the first year of employment an employee will start earning sick leave at the start of the third full month of employment and will be eligible to earn a total of ten (10) sick leave days during the first year of employment. Commencing with the first month of the second year of employment and each year thereafter, at the start of each of the first ten months of the year in question, an employee will earn one sick leave day per month, i.e., a total of ten sick leave days per year.

Example: An employee whose first day of employment is February 13, 2003, will start earning sick leave as of May 1, 2003 and will earn a total of ten sick leave days during his/her first year of employment. Commencing March 1, 2004, and on March 1 of each succeeding year, such employee will earn one sick leave day for each of the ten consecutive months from March through December. No sick leave days will be earned on either January 1 or February 1.

- B. As of January 1, 2003, any sick leave days that employees had accumulated, but had not used as of January 1, 2003, under the Village's pre-existing sick leave policy will be retained, but no new allotment of sick leave days will be granted under that policy. In addition, there will be no "windfall" as a result of the switch to this new sick leave policy. Employees who received sick leave days under the old policy within the past five years shall not accumulate additional sick leave under the new policy until those days have been taken into account.

Example: If an employee was provided 40 days of sick leave on January 1, 2002, 32 of those sick days must be taken into account before additional sick leave is provided ($40 \div 5 \text{ years} = 8 \text{ days per year}$). At the new rate of 10 days per year, that employee would receive no additional sick leave until 2006, when they would begin to receive 1 sick day per month for 8 months and then 10 days per year thereafter.

- C. The above indicated sick leave days with pay are cumulative with no maximum accrual.
- D. Sick leave days may be used if the employee is sick. In addition, non-union employees may also use sick time for illness of a spouse, parent, child, or other relative(s) residing in the home of the employee. (Revised 2-08) In the event an employee is unable to work due to personal illness, the employee must inform their department head or his/her designee prior to the start of the scheduled work day. Failure to inform their department head or his/her designee each day of absence, or agreed intervals in the case of an extended illness, will result in loss of pay. Any sick-leave related absences in excess of the allowed sick days with pay for the appropriate period of employment as accumulated shall be without pay.

The Village retains the right to take corrective steps to deal with abuse of sick leave or, if an employee has prolonged and/or frequent and regular absences which hinder in the carrying out of their responsibilities. Such corrective steps may include requiring satisfactory evidence, including a physician's certificate as to the nature and extent of the personal illness (or, in the case of non-union employees, an illness of a spouse, parent or child) upon which the claim for a sick day with pay is based and/or informal

or formal disciplinary action, including dismissal.

- E. An employee leaving the employ of the Village shall not be entitled to be paid for any accumulated, but unused, sick days. (Revised 6-03)
- F. Non-union employees may use sick leave for employee doctor and dentist visits and for caring for illnesses of relative(s) residing in the home of the employee. (Added 7-03) (Revised 2-08)

APPENDIX B

SUBSTANCE ABUSE POLICY STATEMENT

The Village of Burr Ridge is committed to providing employees with a workplace that is safe, productive, and conducive to the welfare of all. The intent of this policy is to help those who abuse drugs and alcohol, not simply to dismiss or otherwise discipline those who have become victims of such habits. It is for this reason that the Village has made the decision, with the cooperation of its employees, to announce a clear, comprehensive, and fair policy for dealing with the use and abuse of drugs and alcohol. The following is the Village's policy:

1. The illegal use, sale, dispensation, distribution, or possession of or being under the influence of controlled drugs or controlled substances while on the job or on Village property is proper cause for administrative action ranging from required counseling up to and including termination of employment. Any suspected illegal substance found will be turned over to the appropriate law enforcement agency and may result in criminal prosecution.
2. Off the job licit or illicit drug use, which may adversely affect an employee's job performance, or which could jeopardize the safety of other employees, the public or Village equipment, is proper cause for administrative action ranging from required counseling up to and including termination of employment.
3. The use of medication, whether prescribed or not, and whether on or off the job which may adversely affect an employee's job performance, or which could jeopardize the safety of other employees, the public or Village equipment, is proper cause for administrative action ranging from relief of normal duties up to and including termination of employment.
4. The use, possession, or sale of alcohol on Village premises is strictly prohibited. Employees who are "under the influence" of alcohol or who possess or consume alcohol on the job have a potential for interfering with their own as well as their co-workers' safe and efficient job performance. Consistent with existing Village practices, such conditions will be proper cause for administrative action ranging from required counseling up to and including termination of employment. On appropriate occasions, exceptions to this policy may be made by the Village President, Village Administrator and/or Police Chief (for undercover activities).
5. Use of alcohol off Village premises that adversely affects the individual's work performance or which could jeopardize the safety of other employees, the public or Village equipment is proper cause for administrative action ranging from required counseling up to and including termination of employment.

To insure adherence to these policies, under certain circumstances the Village will require employees to submit to drug and alcohol testing. For employees subject to the Omnibus Transportation Employee Testing Act of 1991 and Federal Motor Carrier Safety Regulations, required drug and alcohol testing and certain disciplinary procedures will differ from those of the other employees of the Village.

Results of urinalysis and participation in a rehabilitation program will be held confidential to every extent practical.

The Village's policy on this matter is intended to be supportive and rehabilitative in nature, rather than strictly punitive. Accordingly, the Village offers an Employee Assistance Program (EAP) for all Village employees who are in need of help. Those employees who voluntarily request help from the EAP may do so without jeopardizing their employment. Such contacts with the EAP, as in all matters, will be handled with confidentiality to every extent practical. However, volunteering to participate in treatment programs after a violation of this policy has been noted will not of itself prevent disciplinary action.

SECTION II

SPECIAL RULES AND REGULATIONS PERTAINING TO EMPLOYEES COVERED

UNDER THE OMNIBUS TRANSPORTATION EMPLOYEE TESTING ACT OF 1991 AND

THE FEDERAL MOTOR CARRIER SAFETY REGULATIONS

A. STATEMENT OF POLICY

The Village, the Federal Highway Administration and the U.S. Congress have determined that alcohol abuse and illegal drug use pose specific dangers to the safety and welfare of the Nation. In fact, Congress specifically noted that the use of alcohol and illegal drugs has been demonstrated to significantly affect the performance of individuals involved in the operation of trucks and has been proven to have been a critical factor in transportation accidents. It is therefore the policy of the Village and the Federal Highway Administration that drivers on the highways of the Nation be free from the influence of drugs and alcohol.

In order to achieve this goal of ensuring a drug and alcohol-free transportation system, as well as to comply with requirements of the Omnibus Transportation Employee Testing Act of 1991 and the Federal Motor Carrier Safety Regulations, the Village has developed and is implementing an alcohol and controlled substance testing program designed specifically for employees covered by these regulations to help prevent accidents and injuries resulting from the misuse of alcohol and controlled substances by drivers of commercial motor vehicles. While it is difficult to estimate the precise cost to society from alcohol misuse, there is no doubt that the cost is enormous. The potential effects of alcohol misuse are substantial in terms of lives lost, personal injuries, property damage, business losses (lost productivity, absenteeism, increased health care costs, etc.) and environmental damage. Implementation of this program will also help discourage substance abuse, reduce absenteeism, accidents, health care costs and other drug-related problems, and operate as a deterrent to those individuals who might be tempted to try drugs for the first time or who currently use drugs. Finally, we believe that this program will enhance the safety and health of our employees and the users of the highways by fostering the early identification and referral for treatment of workers with drug or

alcohol abuse problems.

The Village's drug and alcohol testing program for employees under the Federal Motor Carrier Safety Regulations is designed to create a drug and alcohol-free transportation system and to provide help to those employees who may be suffering from problems with chemical dependency. The program has therefore been developed in compliance with federal regulations in a manner which ensures accurate and reliable test results, thereby eliminating the possibility of any "false positives." It also contains procedures designed to recognize and respect the dignity and privacy of all of our employees. We have also established an appropriate referral, evaluation and treatment program designed to help those individuals desirous of treating problems with alcohol and drug abuse.

E. SCOPE

1. Employees Subject To Random and Post Accident Testing

In addition to other testing mentioned elsewhere in this policy, random and post accident drug and alcohol testing will apply to any individual who operates a commercial motor vehicle in interstate or intrastate commerce and is required to possess a commercial driver's license:

For purposes of this policy a "commercial motor vehicle" is defined as a motor vehicle or combination of motor vehicles used to transport passengers or property which:

- a. Has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross motor vehicle weight rating of more than 10,000 lbs.; or
- b. Has a gross vehicle rating of 26,001 or more pounds; or
- c. Is designed to transport 16 or more passengers, including the driver; or
- d. Is of any size and is used in the transportation of hazardous materials required to be placarded under the Hazardous Materials Transportation Act.

A driver subject to this policy will include any person who operates a commercial motor vehicle, including but not limited to the following:

- a. Full-time, regularly employed drivers;
- b. Casual, intermittent or occasional drivers; and
- c. Leased drivers and independent, owner-operator contractors who are either directly employed by or under lease with the Village or who operate a commercial motor vehicle at the direction of or with the consent of the Village.

The requirements of this policy will therefore specifically apply to employees who work in the following positions:

General Utility Worker

Public Works Superintendent

Lead Gen'l Utility Worker

Part-Time Snow Plow Drivers

2. Sworn Police Officers

With the exception of the Police Chief, all sworn Police Officers shall be subject to the same drug testing terms, conditions, requirements, policies and procedures that are applicable to other employees in "safety sensitive" positions and subject to Federal Motor Carrier Safety Regulations. [Added 6-03]

3. Independent Contractors and Owner-Operators

Because these drug and alcohol tests are required by the Federal Motor Carrier Safety Regulations, its provisions will apply to any individual who operates a motor vehicle on behalf of the Village pursuant to any contract, lease or other agreement with the Village, even though such individual may not be an employee of the Village. However, mere compliance with the provisions of this policy or the application of this policy to any person shall not operate to convert any independent contractor or other person into an employee of the Village unless such other circumstances indicate the existence of an employer-employee relationship.

4. Safety-Sensitive Functions

The requirements of this policy are often dependent upon an individual's performance of a "safety-sensitive" function, which will include any of the "on-duty" functions listed below:

- a. All time at a carrier or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the motor carrier;
- b. All time inspecting equipment as required by 49 CFR §§392.7, .8 or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time;
- c. All "driving time" as that term is defined by 49 CFR §395.2;
- d. All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth as defined by 49 CFR §395.21;
- e. All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded;
- f. All time spent performing the post-accident duties required of drivers under 49 CFR §§392.40 and 392.41;
- g. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

A driver will be considered to be performing any of the safety-sensitive functions listed above during any period in which the driver is actually performing, ready to perform or immediately available to perform any such function.

C. QUALIFICATIONS FOR EMPLOYMENT

1. Prohibited Conduct

Village policy and the Federal Motor Carrier Safety Regulations prohibit the following conduct as it relates to the use of alcohol and drugs with respect to the operation of a commercial motor vehicle:

- a. No person will be "physically qualified" to drive a motor vehicle if he or she uses a Schedule I drug, amphetamine, narcotic or any other habit forming drug, or if he or she has a current clinical diagnosis of alcoholism. (§391.41(b)(12), (13)).
- b. No driver may be on duty and possess, be under the influence of or use any Schedule I drug, amphetamine, narcotic or other impairing substance. (§392.4).
- c. No driver may use or be under the influence of alcohol within four (4) hours before going on duty, operating or having physical control of a motor vehicle. (§392.5(a)(1)).
- d. No driver may use alcohol or be under the influence of alcohol or have any measured alcohol concentration or detected presence of alcohol while on duty, operating or having physical control of a commercial motor vehicle. (§392.5(a)(2)).
- e. No driver may be on duty or operate a commercial motor vehicle while the driver possesses an alcoholic beverage, except that which is manifested and transported as part of a shipment. (§392.5(a)(3)).
- f. No driver will be permitted to be on duty or operate a commercial motor vehicle if his general appearance, conduct or other substantiating evidence indicates that he appears to have used alcohol within the preceding four (4) hours. (§392.5(b)).
- g. A person will be disqualified from driving a motor vehicle for a minimum of one year if he is convicted of operating a commercial motor vehicle while under the influence of a drug or alcohol (including any incident in which the driver's blood alcohol concentration is 0.04% or more); refusing to undergo a test required to check for any of the above; or using a commercial motor vehicle to manufacture, distribute or dispense a controlled substance. (§383.51).

Village policy and the Federal Motor Carrier Safety Regulations also prohibit the following conduct as it specifically relates to drug and alcohol testing under this policy:

- a. No driver may report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. (§382.201).
- b. No driver may be on duty or operate a commercial motor vehicle while the driver possesses alcohol, unless the alcohol is manifested and transported as part of a shipment. (§382.204).
- c. No driver may use alcohol while performing safety-sensitive functions. (§382.205).
- d. No driver may perform safety-sensitive functions within four hours after having used alcohol. (§382.207).

- e. No driver required to take a post-accident alcohol test under this policy may use alcohol for eight hours following the accident, or until he/she undergoes a post-accident alcohol test, whichever occurs first. (§382.209).
- f. No driver may report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance. (§382.213).
- g. No driver may report for duty, remain on duty or perform a safety-sensitive function, if the driver tests positive for controlled substances. (§382.215).
- h. No driver may refuse to submit to any alcohol or controlled substance test required under this policy. (§382.211).

In the event the Village has actual knowledge that a driver has violated any of the above prohibitions, it will prohibit him/her from performing any safety-sensitive functions.

2. Removal from Service

A driver who has engaged in any prohibited conduct will be immediately removed from service and disqualified from the performance of any safety-sensitive functions, including driving a commercial motor vehicle, unless and until that driver has been certified as fit to return to work in accordance with the requirements of Section XI of this policy. The employee will also be subject to any discipline required by the Village in accordance with Section XII of this policy.

Any driver requested to submit to an alcohol test required under this policy and found to have an alcohol concentration of 0.02 or greater, but less than 0.04, will be disqualified from performing or continuing to perform any safety-sensitive functions, including driving a commercial motor vehicle, until the start of the employee's next regularly scheduled duty period, but not less than 24 hours following administration of the test.

3. Prescribed Medications

The prohibitions outlined above do not apply to the use of a controlled substance pursuant to the instructions of a licensed physician who is familiar with the driver's medical history and assigned duties and has advised him/her that the substance will not adversely affect his/her ability to safely operate a commercial motor vehicle. All employees subject to this policy will therefore be required to notify the Village of his/her use of any medication prescribed by a physician.

Any driver requested to submit to a drug test under this policy will also be given the opportunity to list any prescribed medication that he/she may be taking or may have recently taken on the back of the employee's copy of the Urine Custody and Control form provided at the collection site. The driver will then have the opportunity to discuss the use of this medication with the medical review officer and may be required to identify the physician prescribing the medication and authorize the MRO to discuss the use of the medication with that physician, including its possible side effects and its relationship to the driver's ability to safely operate a commercial motor vehicle.

In the event it is determined that a driver is taking or is under the influence of a prescribed

medication that will adversely affect his/her ability to safely operate a commercial motor vehicle and/or pose a significant risk of substantial harm to the driver or the general public, the driver will be removed from the performance of any safety-sensitive functions and/or placed on a medical leave of absence until that threat is acceptably reduced or eliminated. The Village further reserves the right to place any employee taking a prescribed medication on a temporary medical leave of absence until the information described above is provided.

4. Drug and Alcohol Background Check

Any driver the Village intends to hire or use to perform a safety-sensitive function will be required to undergo a background check to determine his/her compliance with the drug and alcohol prohibitions of the Federal Motor Carrier Safety Regulations during the previous two years. All drivers will therefore be required to sign an appropriate consent form authorizing their previous employers to release this information to the Village. Appendix A. The Village will then obtain information on the driver's alcohol tests with a concentration result of 0.04 or greater, positive drug test results and refusals to be tested, within the preceding two years from all of the driver's previous employers during that time period. This information may be provided through a personal interview, telephone interview, letter or other confidential method and will be maintained in a confidential reference log. Appendix B.

The Village will make a good faith effort to obtain and review the above information prior to allowing a driver to perform a safety-sensitive function. If this is not feasible, the Village will attempt to obtain the required information within 14 days after the first time the driver performs a safety-sensitive function, regardless of that individual's subsequent performance of those duties. No driver will be allowed to perform a safety-sensitive function if this information has not been obtained within 14 days, unless the Village is unable to do so through no fault of its own. In the event of such a circumstance, the Village will document its efforts to obtain the requested information in the reference log.

No driver will be allowed to perform a safety-sensitive function if the Village discovers that he/she has had an alcohol test with a concentration of 0.04 or greater, a verified positive drug test result or has refused to be tested, unless and until the Village confirms that the driver has undergone an assessment by a substance abuse professional (SAP), has complied with any recommendations the SAP may have made with respect to rehabilitation, and has passed return-to-duty drug and/or alcohol tests.

SECTION III

DEFINITIONS

I. Drugs/Controlled Substances

Any drug or "controlled substance" as defined by state or federal law except when possessed or taken by the person tested pursuant to a valid predated prescription issued by a licensed physician. In addition, it includes "designer drugs" or chemical substances which may have adverse effects on perception, judgment, memory or coordination.

Although this policy prohibits the use of any controlled substance not lawfully prescribed by a physician, any drug test required under this policy will analyze an individual's urine to test for the presence of the following substances:

- a. Marijuana
- b. Cocaine
- c. Opiates
- d. Amphetamines
- e. Phencyclidine

2. Alcohol

For purposes of this policy, "alcohol" means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol. "Alcohol use" means the consumption of any beverage, mixture, or preparation, including any medication, which contains alcohol. "Alcohol concentration" (or content) means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test.

3. Employee Assistance Program (EAP)

The program offered by a firm designated by the Village to provide employees counseling and other assistance.

4. Employee

Any person employed by the Village of Burr Ridge.

5. Reasonable Suspicion

That level of information that will lead a normal, reasonable person to reach a certain conclusion (proof beyond a reasonable doubt need not be present). However, any such suspicion must be based upon specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee.

6. Supervisor

For the purposes of this Policy, the term "Supervisor" shall include the Village Administrator, Department Heads, Public Works Department Foreman, and Police Department Sergeants and Corporals.

7. Under the Influence/Impairment

A physical or mental condition in which reaction, coordination and/or judgment are impaired due to

alcohol or drugs.

8. Work Place Dysfunction

Impaired performance that may affect the safety of the employee, fellow employees, others or Village equipment or property.

9. Urinalysis to Detect Drug Use

A combination of the following testing techniques used to detect the presence of drugs/controlled substances:

- a. Screening test - a series of initial tests designed to distinguish "negatives" from "presumptive positives."
- b. Confirmation tests - a test used to identify and confirm "positives" by using testing techniques different than the original screening tests and with a greater than or equal sensitivity to the original screening test.

The screening test shall be by an immunoassay test which meets the requirements of the United States Food and Drug Administration for commercial distribution. The initial cut-off level to be used when screening specimens to determine whether they are negative or positive shall comport with federal and state law and shall be established by the toxicology reference lab selected by the Village.

All specimens identified as positive on the initial screening test shall be confirmed using gas chromatography/mass spectrometry (GCMS), or any scientifically more reliable techniques.

10. Negative Test Result

A test result indicating the non-presence of drugs/controlled substances in the body.

11. Presumptive Positive Test Result

A positive test result found after the initial screening test that must be confirmed using a second confirmation test.

12. Positive Test Result

A test result which has indicated the presence of drugs/controlled substances in the body through the use of both a screening test and a confirmation test.

13. Village Premises

All Village-owned property or any place where the employee is assigned to perform normal work duties.

SECTION IV

TESTING CIRCUMSTANCES

A. Notice of Testing Circumstances

Before performing any alcohol or controlled substances test under this policy, the Village will notify an employee that the test is being required pursuant to this policy and where applicable to the Federal Motor Carrier Safety Regulations. (Appendix C) The Village will not, however, represent that any requested test is required by federal regulations if, in fact, the individual to be tested is not subject to those regulations.

II. Pre-Employment/Pre-Duty

1. It is the policy of the Village of Burr Ridge to require all successful candidates for employment, all employees transferring into a position requiring the operation of a commercial motor vehicle and all employees off work due to a leave of absence of six months or more to submit to a urinalysis to detect drug use as a part of the overall pre-employment/re-employment physical. Applicants will be required to sign a consent form (see Appendix D), authorizing the Village to conduct urinalysis to detect drug use. Results of the test will remain confidential and will be reported from the cooperating physician directly to the Village Administrator, who will inform the candidate of the results.
2. Refusal to submit to an urinalysis to detect drug use or to sign the aforementioned consent form will result in an incomplete pre-employment/re-employment physical and, therefore, the applicant will no longer be considered for employment.
3. The taking of the urine sample shall be witnessed by appropriate medical personnel, but shall not be directly observed unless there is reason to believe a specimen has been adulterated, and a second specimen is required.
4. Candidates for employment who test positive on both the screening test and confirmation test will be determined to have failed the pre-employment physical and will, therefore, no longer be considered for employment.

C. Post-Accident - Employees Covered Under Federal Motor Carrier Safety Regulations ONLY

Any employee involved in an accident while driving an authorized Police vehicle or (Rev. 6-03) a commercial motor vehicle will be required to submit to tests for alcohol and controlled substances as soon as practicable following the accident, if the employee:

1. Was performing safety-sensitive functions with respect to the vehicle and the accident involved the loss of human life; or
2. Received a citation under State or local law for a moving traffic violation arising from the accident.

For purposes of this policy, an "accident" is defined as an occurrence involving an authorized Police vehicle or (Rev. 6-30) a commercial motor vehicle operating on a public road which results in:

1. A fatality;
2. Bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or
3. One or more motor vehicles incurring disabling damage as a result of the accident, requiring

the vehicle to be transported away from the scene by a tow truck or other vehicle.

Employees are prohibited from using alcohol for eight hours following any accident or until the required post-accident alcohol test is administered, whichever occurs first. Every effort will be made to conduct post-accident drug and alcohol tests within two hours following an accident. Any employee involved in an accident must therefore remain readily available for testing and will be considered to have refused to submit to testing if he fails to do so. This requirement will not, however, require an employee to delay any necessary medical attention for injured people following an accident or to remain at the scene of an accident when his/her absence is necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

In the event an alcohol test is not administered within two hours following an accident, the Village will prepare and maintain a record stating the reasons why the test was not promptly administered. If an alcohol test is not administered within eight hours following an accident, the Village will make no further effort to administer an alcohol test and will document the reasons why the test was not administered within eight hours. Appendix E. In the event a drug test is not administered within 32 hours following an accident, the Village will cease its attempts to administer any further testing and prepare and maintain a record stating the reasons why the test was not promptly administered.

Any person requested to undergo a drug test will be provided a copy of written specimen collection procedures which must be followed by the individual and the collection site personnel. Appendix I.

The results of any breath or blood test for the use of alcohol or a urine test for the use of controlled substances, conducted by Federal, State, or local officials having independent authority for the test, will be considered to meet the requirements of this section, provided such tests conform to applicable Federal, State or local requirements, and the results of the tests are obtained by the Village.

D. Random - Employees Covered Under Federal Motor Carrier Safety Regulations ONLY

Both the Village and Department of Transportation believe that random drug and alcohol testing is an essential part of any program seeking to ensure a drug and alcohol-free transportation system. All employees subject to this policy will therefore be required to submit to random drug and alcohol testing.

The Village will conduct random alcohol tests at a minimum annual percentage rate of 25 percent of the average number of employee positions. The minimum annual percentage rate for random controlled substances testing will be 50 percent of the average number of employee positions. (If these rates are subsequently increased or decreased by the FHWA, we will provide all employees with written notice of the change.)

The random selection process will be completely objective and anonymous and will utilize a scientifically valid method such as a random number table or a computer-based random number generator matched with employees' Social Security numbers, payroll identification numbers, or other comparable identifying numbers. The tests will be unannounced and the dates for testing will be reasonably spread throughout the course of the year. All employees will have an equal chance of being tested at any time, regardless of the number of his/her previous selections.

Any person requested to undergo a drug test will be provided a copy of written specimen collection

procedures which must be followed by the individual and the collection site personnel, Appendix I).

Any employee notified of his/her selection for random alcohol and/or controlled substances testing will be expected to proceed to the test site immediately. If an employee is performing a safety-sensitive function at the time of his/her notification of a random test requirement, he/she will be required to cease performing the safety-sensitive function and proceed to the testing site as soon as possible. However, an employee will only be required to submit to a random alcohol test if the employee is performing a safety-sensitive function, is about to perform a safety-sensitive function, or has just ceased performing a safety-sensitive function.

E. Reasonable Suspicion

A urinalysis to detect alcohol and/or drug use will be required for those employees who:

1. When reporting to work or at any time during the work day exhibit a workplace dysfunction, causing a supervisor to believe there is reasonable suspicion that the employee is impaired due to, or under the influence of, alcohol and/or drugs.
2. In order to require an employee to submit to an alcohol test and/or urinalysis to detect alcohol and/or drug use, a minimum of two (2) "supervisors" as defined in Section III of this policy must concur that a reasonable suspicion exists to warrant such action. During normal office hours (8:00 a.m. to 5:00 p.m., Monday through Friday), every attempt should be made to ensure that at least one of the supervisors is the employee's Department Head and/or the Village Administrator. During times other than normal office hours, where there may only be one supervisor on duty, a Police Department Sergeant or Corporal should be notified to act as a second supervisor to observe and interview the allegedly impaired employee to either concur or disagree with the initial supervisor's suspicions.

In the case where agreement is not reached by the two supervisors as mentioned above, a third and final supervisor shall be contacted to either concur or disagree with the initial supervisor's suspicions. Unless already involved, the third supervisor to be contacted shall be one of the following, listed in order of priority:

- a. The Department Head
- b. The Village Administrator
- c. An unaffected Department Head as chosen by the initiating supervisor.

Supervisors who have reasonable suspicion to believe that an employee is impaired or who have been asked to give a formal opinion must complete a "Supervisor's Report: Observation of Impairment" form (see Appendix F).

Every effort will be made to conduct any required reasonable suspicion testing within two (2) hours of the reasonable suspicion determination. If a reasonable suspicion alcohol test is not administered within two hours following the reasonable suspicion determination, the Village will document the reasons why the test was not promptly administered, and continue its effort to administer an alcohol test for up to eight (8) hours following the reasonable suspicion determination. If the test is not administered within eight hours following the reasonable suspicion determination, the Village will no

longer attempt to administer an alcohol test and will document the reasons for its inability to do so Appendix E.

If not notified prior to any required testing, the Department Head and Village Administrator shall be notified as soon as possible thereafter by the supervisor who initiated the action.

Any person requested to undergo a drug test will be provided a copy of written specimen collection procedures which must be followed by the individual and the collection site personnel (Appendix F).

Employees reasonably suspected of impairment will be required to sign an Employee Consent Form, authorizing the Village to submit a required urine sample to its designated medical laboratory for testing (Appendix G). Results of the test shall be released directly from the laboratory to the Village Administrator, who will notify the employee and the cooperating Department Head for proper administrative action. Refusal to sign the aforementioned consent form and/or refusal to submit to an urinalysis to detect alcohol and/or drug use will result in suspension without pay and, subject to a review of the facts by the Department Head and Village Administrator, shall be considered grounds for termination.

A supervisor shall escort the allegedly impaired employee to the laboratory where the urinalysis will be conducted under medically supervised conditions and witnessed by appropriate medical personnel in accordance with testing procedures approved by the Village.

Upon submittal of a urine sample, the allegedly impaired employee will be interviewed by trained medical staff to further ascertain whether the employee is under the influence or whether the perceived dysfunction is due to a medical problem.

Upon completion of the interview, the allegedly impaired employee will be sent home for the remainder of the shift with pay. The employee will be required to make arrangements to be driven home or picked-up rather than driving himself/herself home. The supervisor may decide that it is in the best interest of the Village and/or the employee not to return the employee to the workplace, but rather to have the employee make his/her arrangements to be driven home from the testing facility. If the employee has no means of transportation, the supervisor will be responsible for seeing to it that the employee is driven home. The employee may return to work the following day. However, a positive test result from the urinalysis to detect alcohol and/or drug use, in addition to any other disciplinary action, will result in the loss of pay for the remainder of the day the employee was sent home.

Notwithstanding the above testing requirements, an employee may not report for duty or remain on duty if that employee is under the influence of or impaired by alcohol, as shown by the behavioral, speech and performance indicators of alcohol misuse. Any such employee will not be allowed to perform or continue to perform any Village function until the employee undergoes an alcohol test yielding an alcohol concentration level of less than 0.02; or twenty-four hours have elapsed following the reasonable suspicion determination.

Any employee who would like to report an incident of on-the-job alcohol and/or drug use or impairment by his/her immediate supervisor may contact their department head, the Village Administrator or another unaffected supervisor.

Any employee who would like to report any violation of this policy, including an incident of on-the-job drug and/or alcohol use or impairment, to someone other than the employee's immediate supervisor or department head may contact the Village Administrator. Every attempt will be made to protect the employee's anonymity.

Any substances believed to be illegal found in or on Village premises, or any workplace of an employee will be turned over to the appropriate law enforcement agency immediately and may result in criminal prosecution.

Any information concerning an unsubstantiated report of alcohol or drug use or any required urinalysis to detect alcohol and/or drug use resulting in a negative finding shall be expunged from the employee's personnel file.

I. Return-To-Duty

Before an employee who has engaged in any conduct prohibited by this policy will be allowed to return to duty, he/she will be required to undergo return-to-duty alcohol and/or controlled substance tests, with results indicating an alcohol concentration of less than 0.02 and a verified negative for controlled substances use, respectively.

II. Follow-Up - Employees Covered Under Federal Motor Carrier Safety Regulations ONLY

Any driver determined by a substance abuse professional to be in need of assistance in resolving problems associated with alcohol misuse and/or the use of controlled substances will be subject to additional unannounced follow-up testing for alcohol and/or controlled substances as directed by the SAP. However, any recommended follow-up testing for alcohol will only be required just before, during or just after the driver has performed a safety-sensitive function.

III. Refusal to Submit

Any employee who refuses to submit to any drug or alcohol test required by this policy will be immediately removed from service. Employees will also be subject to any discipline outlined in Section XII of this policy. For purposes of this policy, "refusal to submit" to an alcohol or controlled substances test will include:

1. Failing to provide adequate breath for alcohol testing, without a valid medical explanation after an employee has received notice of a required breath test;
2. Failing to provide an adequate urine sample for controlled substances testing, without a genuine inability to provide a specimen (as determined by a medical evaluation), after an employee has received notice of a required urine test;
3. Engaging in conduct that clearly obstructs the testing process, including the failure or refusal to sign any document or form required under this policy or by any party authorized to carry out testing under this policy; and
4. Engaging in any conduct that creates reason to believe that a urine specimen has been altered, substituted or adulterated for the purpose of affecting the validity or accuracy of a controlled

substance test result.

I. On-Duty Time

All time spent providing a breath sample or urine specimen, including travel time to and from a collection site, in order to submit to any testing required under this policy will be considered "on-duty" time. In addition, the Village will be responsible for the expense of any drug or alcohol test required under this policy.

SECTION V

ALCOHOL TESTING METHODOLOGY

A. Testing Personnel

1. The Breath Alcohol Technician

All alcohol testing required under this policy will be carried out by a breath alcohol technician ("BAT") trained to proficiency in the operation of the evidential breath testing device ("EBT") being used by the Village for alcohol testing and in the alcohol testing procedures required herein.

The BAT will be required to successfully complete a course of instruction that will provide training in the principles of EBT methodology, operation and calibration checks, the fundamentals of breath analysis for alcohol content, and the procedures required in 49 CFR Part 40 for obtaining a breath sample and interpreting and recording EBT results. This will be accomplished through a course of instruction that meets the standards of the National Highway Traffic Safety Administration (NHTSA) model course and documents that the BAT has demonstrated competence in the operation of the specific EBT being used by the Village. The BAT will receive additional training, as needed, to ensure proficiency concerning any new or additional devices or changes in technology that the Village may use. The Village will document the training and proficiency testing of each BAT being used to test employees and retain records regarding the same for a minimum of two (2) years.

In addition to the above, any BAT who will be performing external calibration checks of an EBT will be trained to proficiency in conducting the check on the particular model of EBT, which will include practical experience and demonstrated competence in preparing the breath alcohol simulator or alcohol standard, and in the maintenance and calibration of the EBT.

2. The Screening Test Technician

Anyone qualified to act as a Breath Alcohol Technician may act as a screening test technician (STT), provided that he/she has demonstrated proficiency in the operation of the non-evidential screening device to be used by that individual.

Any other individual may act as an STT as long as he or she successfully completes a course of instruction concerning the procedures required by 49 CFR Part 40 for conducting alcohol screening tests. Only the Department of Transportation model course, or a course of instruction

determined by the Department of Transportation's Office of Drug Enforcement and Program Compliance to be equivalent to it, may be used for this purpose.

With respect to any non-evidential screening device involving changes, contrasts, or other readings that are indicated on the device in terms of color, STTs shall, in order to be regarded as proficient, be able to discern correctly these changes, contrasts or readings.

The STT will receive additional training, as needed, to ensure proficiency concerning new or additional devices or changes in technology that he or she will use. The employer or its agent will document the training and proficiency of each STT it uses to test employees and retain that documentation for a minimum of two (2) years.

3. Other Personnel

The supervisor of an employee requested to submit to an alcohol test will not act as the BAT or STT for that employee, unless no other BAT or STT is available to perform the test in a timely manner. Under no circumstances will a supervisor serve as a BAT or STT for an employee when that supervisor has made the determination that reasonable suspicion exists to require an alcohol test.

Law enforcement officers who have been certified by state or local governments to conduct breath alcohol testing will be considered qualified as BATs or STTs under this policy. However, in order for a test conducted by such an officer to be accepted under this policy, that officer must have been certified by a state or local government to use the EBT or non-evidential alcohol screening device that was used for the test.

B. Alcohol Testing Devices

Any alcohol test required by this policy will be conducted through the use of an EBT approved by the NHTSA for the evidential testing of breath and listed in its "Conforming Products List (CPL) of Evidential Breath Measurement Devices, and identified on the CPL as conforming with the model specifications available from the NHTSA, Office of Alcohol and State Programs." Any EBT used by the Village for alcohol testing will be stored in a secure place when not in use at a testing site.

For purposes of both screening and confirmatory breath tests, the Village will use an EBT that is capable of providing, independently or directly linked to a separate printer, a printed result of each breath test in triplicate (or three consecutive identical copies). This device will be capable of assigning a unique and sequential number to each completed test, with the number capable of being read by the BAT and the employee before each test and being printed out on each copy of the result, along with the name of the manufacturer, the serial number and the time of the test. The EBT will also be able to distinguish alcohol from acetone at the 0.02 alcohol concentration level and be capable of testing an air blank prior to each collection of breath and performing an external calibration check.

C. Quality Assurance Plan

1. EBTs

In order to be used for any alcohol testing under this policy, the EBT must have a quality assurance plan (QAP) developed by the manufacturer which:

- a. Designates the method or methods to be used to perform external calibration checks of the device, using only calibration devices on the NHTSA "Conforming Products List of Calibrating Units for Breath Alcohol Tests;
- b. Specifies the minimum intervals for performing external calibration checks of the device, listing intervals for different frequencies of use, environmental conditions (e.g., temperature, altitude, humidity) and contexts of operation (e.g., stationary or mobile use);
- c. Specifies the tolerances on an external calibration check within which the EBT is regarded to be in proper calibration;
- d. Specifies inspection, maintenance, and calibration requirements and intervals for the device; and
- e. Has been submitted to and approved by the NHTSA.

The Village or its designated agent will take the following action to comply with the QAP for each EBT it uses for alcohol testing under this policy. These actions will be documented and maintained for a minimum of two years.

- a. Ensure that external calibration checks of each EBT are performed as provided in the QAP
- b. Take an EBT out of service if any external calibration check results in a reading outside of the tolerances for the EBT established in the QAP. The EBT will not be used again for alcohol testing under this policy until it has been serviced and has had an external calibration check resulting in a reading within the appropriate tolerances for the EBT.
- c. Ensure that inspection, maintenance and calibration of each EBT are performed by the manufacturer, a certified maintenance representative of the same, or an appropriate state agency.
- d. Ensure that each BAT or other individual who performs an external calibration check of an EBT used for testing under this policy has demonstrated proficiency in conducting such a check on the model of the EBT in question.
- e. Maintain records of the inspection and maintenance of each of its EBTs for two years and the calibration and the external calibration checks of each of its EBTs for five years.

2. Non-Evidential Screening Devices

In order to be used for alcohol screening tests under this policy, a non-evidential screening device must have an NHTSA-approved quality assurance plan (QAP) developed by the manufacturer which:

- a. Designates the methods to be used to perform quality control checks;
- b. Specifies the temperatures at which the non-evidential screening device shall be stored and used, as well as other environmental conditions (e.g., altitude, humidity) that may affect the performance of the device; and,
- c. Indicates, where relevant, the shelf life of the device

The QAP shall prohibit the use of any device that does not pass the specified quality control checks or that has passed its expiration date.

The manufacturers' instructions on or included in the package for each saliva testing device shall include directions on the proper use of the device, the time frame within which the device must be read and the manner in which the reading is made.

The employer and its agents shall comply with the QAP and manufacturer's instructions for each non-evidential screening device it uses for alcohol screening tests under this policy.

D. The Alcohol Testing Site (Revised 6-03; 6-04; 10-12)

The Village will use an alcohol testing site that affords visual and aural privacy to the individual being tested sufficient to prevent unauthorized persons from seeing or hearing test results. This site will have available all of the necessary equipment, personnel and materials for breath testing, and may include the use of a mobile collection facility. The alcohol testing site will be secure and no unauthorized persons will be permitted access to it at any time when testing is being conducted or when the EBT remains unsecured. Alcohol testing will take place at the location designated below:

Time: **From 8:00 a.m. to 5:00 p.m. M - F**

Site: **Concentra Willowbrook**

Address: **545 Plainfield Road, Suite B**

Willowbrook, IL 60527

Phone: **(630) 286-5300**

After 5:00 p.m.

Concentra Medical Center

OR

Burr Ridge Police Department

8755 S. Harlem Avenue

7700 County Line Road

Bridgeview, IL 60455

Burr Ridge, IL 60527

(708) 430-2295

(630) 323-8181

FAX (708) 430-2377

FAX (630) 323-4441

In unusual circumstances (e.g., when it is essential to conduct a test outdoors at the scene of an accident), a test may be conducted at a place other than the above, but the Village or the BAT will ensure that visual and aural privacy will be provided to the greatest extent practicable.

A BAT will supervise only one employee's use of the EBT at a time and will not leave the alcohol testing site while the preparations for testing and testing of a given employee are in progress.

The above requirements also apply to the use of non-evidential alcohol screening devices by STTs.

E. The Breath Alcohol Testing Form

The Village will use a Breath Alcohol Testing Form prescribed by the Department of Transportation for both EBTs and non-evidential alcohol screening devices. Appendix H. This form will not be modified or revised, except that a form directly generated by an EBT may omit the space for affixing a separate printed result to the form.

SECTION VI

ALCOHOL TESTING PROCEDURES

A. Preparation for Testing

Any employee required to submit to an alcohol test under this policy will be required to provide positive identification (e.g., through use of a photo I.D. card or identification by an employer representative) to the BAT or STT upon entry to the testing site. The employee may also request the BAT or STT to provide positive identification to him/her. The BAT or STT will then explain the testing procedure to the employee. The BAT or STT will then complete Step 1 of the Breath Alcohol Testing Form and the employee will complete Step 2, signing the certification. Except as otherwise provided, any refusal by an employee to sign the required certification will be considered a refusal to submit to the test.

B. Administration of Initial Test

1. Breath Testing Devices

Once the BAT or STT and employee have completed the necessary paperwork, the BAT or STT will open an individually-sealed mouthpiece in view of the employee and attach it to the EBT or non-evidential screening device in accordance with the manufacturer's instructions. The BAT or STT will then instruct the employee to blow forcefully into the mouthpiece for at least 6 seconds or until the device indicates that an adequate amount of breath has been obtained. The BAT and the employee will then take the following steps:

For Initial Screening Devices That Do Not Print Results

The BAT or STT will ensure, before the screening test is administered for each employee, that he or she and the employee read the sequential test number displayed by the breath testing device. The BAT or STT will record the displayed result, test number, testing device, serial number of the

testing device, and time in Step #3 of the Breath Alcohol Testing Form.

EBTs That Provide a Printed Result, but Do Not Print the Results Directly onto the Form

The BAT will show the employee the result displayed on the EBT and then affix the test result printout to the Breath Alcohol Test Form in the designated space, using a method that will provide clear evidence of removal (e.g., tamper-evident tape).

EBTs That Print the Test Results Directly onto the Form

The BAT will show the employee the result displayed on the EBT.

2. Saliva Testing Devices

The STT will explain the testing procedure to the employee, check the expiration date of the saliva testing device and show it to the employee. The STT may not use a device at any time subsequent to its expiration date.

The STT will open an individually sealed package containing the device in the presence of the employee and offer the employee the opportunity to use the swab. If the employee chooses to use the swab, the STT will instruct the employee to insert the absorbent end of the swab into his/her mouth, moving it actively throughout the mouth for a sufficient time to ensure that it is completely saturated, as provided in the manufacturer's instructions for the device. If the employee chooses not to use the swab, or in all cases in which a new test is necessary because the device did not activate, the STT will perform these procedures, but will wear a surgical grade glove while doing so.

The STT will then place the testing device on a flat surface or otherwise in a position in which the swab can be firmly placed into the opening provided in the device for this purpose. The STT will insert the swab into this opening and maintain firm pressure on the device until the device indicates that it is activated.

If the above procedures are not followed successfully (e.g., the swab breaks, the STT drops the swab on the floor or another surface, the swab is removed or falls from the device before the device is activated), the STT shall discard the device and swab and conduct a new test using a new device. The new device shall be one that has been under the control of the employer or STT prior to the test. The STT shall note in the remarks section of the form the reason for the new test. The STT will then offer the employee the choice of using the swab himself or having the STT use it. If the above procedures are not followed successfully on the new test, the collection will be terminated and an explanation provided in the remarks section of the form. A new test shall then be conducted, using an EBT for both the screening and confirmation tests.

If the above procedures are followed successfully, but the device is not activated, the STT will discard the device and swab and conduct a new test in the same manner as provided above, except that the STT shall place the swab into the employee's mouth to collect saliva for the new test.

The STT will read the result displayed on the device two minutes after inserting the swab into

the device, show the device and its reading to the employee, and enter the result on the form.

Devices, swabs, gloves and other materials used in saliva testing may not be reused, and will be disposed of in a sanitary manner following their use, consistent with applicable requirements.

3. Initial Results

If the result of the initial screen is an alcohol concentration of less than 0.02, no further testing will be required. Both the BAT or STT and the employee will then date the Breath Alcohol Testing Form and sign the appropriate certification. If the employee does not sign the certification in Step 4 of the form, it will not be considered a refusal to be tested. In this event, the BAT or STT will note the employee's failure to sign or initial in the "Remarks" section of the form. No further testing will be authorized. The BAT or STT will then confidentially transmit the result to the Village, which will receive and store it in a confidential manner consistent with this policy.

In the event the Village elects to use a non-evidential alcohol screening device, the STT will also enter, in the "Remarks" section of the Breath Alcohol Testing Form, a notation that the screening test was performed using a non-evidential breath testing device or a saliva device, as applicable. Following completion of the screening test, the STT shall date the form and sign the certification in Step 3 of the form.

In the event the test result printed by the EBT does not match the displayed result, or if a sequential test number printed by the EBT does not match the number displayed by the EBT prior to the test, the BAT will note the disparity in the "Remarks" section of the Breath Alcohol Testing Form. Both the employee and the BAT will then initial or sign this notation and the test will be considered invalid, with the employer and employee being advised of the same.

If the result of the screening test is an alcohol concentration of 0.02 or greater, a confirmatory test will be required, as provided below. If the confirmation test is to be conducted by a different BAT, the BAT or STT who conducted the screening test will complete and sign the Breath Alcohol Testing Form, and provide the employee with Copy 2 of that form. If the confirmation test will be conducted at a site different from the one at which the screening test was performed, the employer or its agent will ensure that:

- a. The employee is instructed not to eat, drink or put any object or substance in his or her mouth and, to the extent possible, not to belch during a waiting period before the confirmatory test;
- b. The employee is advised that he or she must not drive, perform safety-sensitive duties, or operate heavy equipment, as noted in Block 4 of the alcohol testing form; and
- c. The employee is under observation of a BAT, STT, or other employer personnel while in transit from the screening test site to the confirmation test site.

C. Administration of Confirmatory Test

If a BAT other than the one who conducted the screening test is to conduct the confirmation test, he/she will again obtain positive verification of the employee's identity and, if requested, provide positive identification to the employee. The new BAT will also again explain the testing procedure to

the employee.

Subsequent to any initial positive breath alcohol test result, the BAT will instruct the employee not to eat, drink or put any object or substance in his or her mouth and, to the extent possible, not to belch during a waiting period before the confirmatory test. This time period will begin with the completion of the initial test and will not be less than 15 minutes. The confirmation test must be conducted within 30 minutes of the completion of the screening test. The BAT will advise the employee that the reason for this requirement is to prevent any accumulation of mouth alcohol from leading to an artificially high reading and that it is for the employee's own benefit. The BAT will also explain that the test will be conducted at the end of the waiting period, even if the employee has disregarded the instruction. If the BAT becomes aware that the employee has failed to comply with this instruction, he/she will so note in the "Remarks" section of the form. If the BAT conducts the confirmation test more than 30 minutes after the result of the screening test has been obtained, the BAT will note in the "Remarks" section of the form the time that elapsed between the screening and confirmation tests and the reason why the confirmation test could not be conducted within 30 minutes of the screening test.

If a new BAT is to conduct the confirmation test, he/she will initiate a new Breath Alcohol Testing Form, completing Step 1 and requesting the employee to complete and sign Step 2. The new BAT will also note in the "Remarks" section of the form that a different BAT conducted the screening test.

After completion of the waiting period, the breath collection procedures set forth in Section B, above, will again be followed and a new mouthpiece will be used for the confirmation test. However, before the confirmation test is administered, the BAT will ensure that the EBT registers 0.00 on an air blank. If the reading is greater than 0.00, the BAT will conduct one more air blank. If the reading is greater than 0.00, testing shall not proceed using that instrument, which shall be taken out of service. However, testing may proceed on another instrument. Any EBT taken out of service because of failure to perform an air blank accurately will not be used for testing until a check of external calibration is conducted and the EBT is found to be within tolerance limits. Before the confirmation test is administered, the BAT will also ensure that he or she and the employee read the sequential test number displayed by the EBT.

In the event the confirmatory test result differs from the screening test result, the confirmation test result will be deemed to be the final result upon which any action under this policy will be based.

EBTs That Provide a Printed Result, but Do Not Print the Results Directly onto the Form

The BAT will show the employee the result displayed on the EBT and affix the test result printout to the Breath Alcohol Test Form in the designated space, using a method that will provide clear evidence of removal (e.g., tamper-evident tape).

EBTs That Print the Test Results Directly onto the Form

The BAT will show the employee the result displayed on the EBT, which will be printed directly on the Breath Alcohol Testing Form.

Following completion of the confirmatory test, the BAT and the employee will both date and sign the Breath Alcohol Testing Form in the appropriate manner. If the employee does not sign the certification in Step 4 of the form, it will not be considered a refusal to be tested. In this event, the BAT will note the employee's failure to sign in the "Remarks" section.

If a test result printed by the EBT does not match the displayed result, or if a sequential test number printed by the EBT does not match the number displayed by the EBT prior to the test, the BAT will note this disparity in the Remarks section of the form, which will be signed or initialed by both the employee and the BAT. If this occurs the confirmatory test will be deemed invalid and the employer and employee will be so advised.

The BAT will transmit all results in a confidential manner to the Village Administrator, who will be responsible for any communications with the BAT concerning alcohol testing and test results and for confidentially receiving and handling alcohol testing results on behalf of the Village.

Transmission of test results to the Village Administrator may be in writing (the employer copy (Copy 1) of the Breath Alcohol Testing Form), in person or by telephone or electronic means, but the BAT will ensure that any test results requiring the employer to prevent an employee from performing or continuing to perform a safety-sensitive function will be transmitted immediately. If the initial transmission is not in writing (e.g., by telephone), the employer will verify the identity of the BAT providing the information through voice recognition, code word or call back (to BAT). If the initial transmission is not in writing, the BAT will follow-up by providing the employer with its copy of the Breath Alcohol Testing Form, which will be treated as a confidential record under this policy.

II. Inability to Provide an Adequate Amount of Breath/Saliva

1. Breath Testing Devices

In the event an employee is unable, or claims to be unable to provide an amount of breath sufficient to permit a valid breath test because of a medical condition, the BAT or STT will instruct the employee to attempt to provide an adequate amount of breath. If the employee refuses to make such an attempt, the BAT or STT will immediately inform the Village. If the employee attempts, but again fails to provide an adequate amount of breath, the BAT or STT will record it in the "Remarks" section of the form and immediately inform the Village.

If an employee attempts and fails to provide an adequate amount of breath, he/she will be required to obtain, as soon as practical after the failed attempt, an evaluation from an approved physician concerning his/her medical ability to provide an adequate amount of breath.

- a. If the physician determines, in his/her reasonable medical judgment, that a medical condition has, or with a high degree of probability, could have, precluded the employee from providing an adequate amount of breath, the employee's failure to provide an adequate amount of breath will not be deemed a refusal to take a test. However, the physician will be required to provide the Village with a written statement of the basis for this conclusion.

- b. If the physician, in his/her reasonable medical judgment, is unable to make a determination that the employee's conduct was due to a medical condition, the employee's failure to provide an adequate amount of breath will be regarded as a refusal to take a test. The physician will be required to provide the Village with a written statement of the basis for this conclusion.

2. Saliva Testing Devices

If an employee is unable to provide sufficient saliva to complete a test on a saliva screening device (e.g., the employee does not provide sufficient saliva to activate the device), the STT will conduct a new test using a new device. If the employee refuses to complete the new test, the STT shall terminate testing and immediately inform the employer. This constitutes a refusal to test.

If the new test is completed, but there is still an insufficient amount of saliva to activate the device, STT will immediately inform the employer, which will immediately cause an alcohol test to be administered to the employee using an EBT.

E. Invalid Tests

1. Breath Testing Devices

A breath alcohol test will be deemed invalid under any of the following circumstances:

- a. The next external calibration check of the EBT produces a result that differs by more than the tolerance stated in the QAP from the known value of the test standard. In this event, every test result of 0.02 or above obtained on the device since the last valid external calibration check will be invalidated. As a result, external calibration tests will be performed. In the event an employee has been disciplined based upon a test result subsequently deemed invalid in accordance with the above, the Village will reconsider the employee's discipline and take appropriate remedial action, if necessary.
- b. The BAT does not observe the minimum 15 minute waiting period prior to the confirmatory test;
- c. The BAT does not perform an air blank of the EBT before a confirmatory test, or an air blank does not result in a reading of 0.00 prior to the administration of the test;
- d. The BAT does not sign the form as required;
- e. The BAT or STT fails to note on the "Remarks" section of the form that the employee has failed or refused to sign the form following the printing or attachment of the test result to the form or the recording of the results of a non-evidential alcohol screening test on the form;
- f. The EBT fails to print a confirmation test result; or
- g. On a confirmation test and where applicable, on a screening test the sequential test number or alcohol concentration displayed on the EBT is not the same as the sequential test number or alcohol concentration on the printed result.

2. Saliva Testing Devices

An alcohol test using a saliva testing device will be invalid under the following circumstances:

- a. The result is read before two minutes or after 15 minutes from the time the swab is inserted into the device;
- b. The device does not activate;
- c. The device is used for a test after the expiration date printed on its package; or
- d. The STT fails to note in the remarks section of the form that the screening test was conducted using a saliva device.

F. Refusal to Test and Uncompleted Tests

In the event an employee refuses to complete and sign the Breath Alcohol Testing Form, refuses to provide a breath sample, an adequate amount of breath or a saliva sample, or otherwise fails to cooperate with the collection process in a way that prevents the completion of the test, the BAT or STT will record such conduct in the "Remarks" section of the Form, terminate the testing process and promptly notify the Village. Any such conduct will constitute a refusal to test. All employees are expected to exercise good faith and cooperate during the collection process. Failure to do so will subject the employee to discipline, up to and including discharge, independent and regardless of the results of any subsequent test.

If an initial or confirmation test cannot be completed for reasons other than a refusal by the employee, or if an event occurs that would invalidate the test, the BAT or STT will, if practicable, begin a new initial or confirmation test, as applicable, using a new Breath Alcohol Testing Form with a new sequential test number, and in the case of a test using a saliva screening device, a new device.

G. Action on Positive Result

In the event a confirmatory evidential breath test yields a result indicating an alcohol concentration level of .02 or greater, the individual tested will be immediately removed from the performance of any safety-sensitive function and prohibited from operating a personal or other motor vehicle. That individual will also be responsible for arranging appropriate transportation home or back to the workplace (if the Village did not transport him to the testing site). If the individual refuses to comply and continues to attempt to operate a motor vehicle, the Village, collection personnel and/or BAT will take appropriate measures to discourage the individual from doing so, including contacting local law enforcement officials. Any individual who fails to cooperate with any of the above procedures will also be subject to discipline, up to and including discharge.

SECTION VII

CONTROLLED SUBSTANCE TESTING METHODOLOGY

A. Appropriate Laboratory

All urine specimens to be tested for the presence of controlled substances will be analyzed by a laboratory certified by under the DHHS Mandatory Guidelines for Federal Workplace Drug Testing Programs. All drug tests required by the Village will therefore be shipped for analysis to the laboratory listed below:

Laboratory: Laboratory Corporation of America Holdings

Address: 104 Alexander Drive

Research Triangle Park, NC 27709

Telephone: (800) 833-3984 or (919) 572-6900

B. Initial Screen

All urine specimens will be initially tested for the use of controlled substances by an immunoassay screen, which will eliminate negative urine specimens from further consideration. Any positive test results in an initial test will be subject to confirmation through an additional, more precise and accurate testing methodology.

The cut-off levels set forth below will be used for the initial screening of specimens to determine whether they are negative for the following drugs:

1. Marijuana metabolites - 50 ng/ml
2. Cocaine metabolites - 300 ng/ml
3. Opiate metabolites - 300 ng/ml*

(*25 ng/ml if immunoassay specific for free morphine)

4. Phencyclidine - 25 ng/ml
5. Amphetamines - 1,000 ng/ml

C. Confirmatory Tests

Any urine specimen identified as positive on the initial test screen will be confirmed by a second analytical procedure independent from the initial test and which uses a different chemical technique and procedure. Gas chromatography/mass spectrometry will be used to confirm initial positive test results. The cut-off levels set forth below will be used to establish the existence of a "confirmed positive" test result:

1. Marijuana metabolites - 15 ng/ml
(delta 9-tetrahydrocannabinol-9-carboxylic acid)
2. Cocaine metabolites - 150 ng/ml
(benzoylecgonine)
3. Opiates
Codeine - 300 ng/ml
Morphine - 300 ng/ml
4. Phencyclidine - 25 ng/ml
5. Amphetamines
Amphetamine - 500 ng/ml
Methamphetamine - 500 ng/ml
(specimen must also contain amphetamine at a concentration of 200 ng/ml or greater)

D. Adulteration

Where appropriate, the laboratory will also analyze the specimen for the presence of adulterants. In the event the laboratory has reason to believe a specimen has been adulterated, the laboratory shall report the result to the MRO as follows:

1. Specific gravity <1.003 and creatinine <0.2g/L - May apply in conjunction with a validated negative result or when no immunoassay result is reported. Actual values of specific gravity and creatinine should not be reported.
2. Specimen not suitable for testing - This applies when a valid immunoassay result is not achieved (abnormal high or low readings) or pH is out of normal range, but the presence of adulterants is not substantiated.
3. Specimen adulterated: Presence of [identify adulterant] detected - This applies when a specific adulterant(s) is identified by the laboratory through procedures that can be forensically validated.

E. Laboratory Reporting Of Test Results

Before the laboratory reports any test result, it will first review the results of the initial test, confirmatory test or any relevant quality control data to certify that the test result is accurate. The laboratory will then report the test results to the Village's medical review officer ("MRO") within five (5) working days after the receipt of the specimen and will forward the MRO the original urine custody and control forms. The laboratory will not report test results to any MRO with whom it may be construed as a potential conflict of interest or from whom it may derive any financial benefit by the

employer's use of the same. Any specimen which was negative on an initial or confirmatory test will be reported as negative. The only specimens reported as positive will be those which have been confirmed as positive through gas chromatography/mass spectrometry. Test results will not be reported verbally or by telephone and the laboratory will not report any test results directly to the Village, but only to its MRO. The laboratory and the Village will ensure that the data transmission is confidential and will secure and limit access to its data transmission storage and retrieval system.

The MRO may request from the laboratory and the laboratory will provide quantification of test results. The MRO will then report to the Village whether the test is positive or negative and, if positive, the identity of the drug(s) for which there was a positive result. The MRO will not, however, disclose the quantification of test results to the Village unless disclosure of the same to the employer, employee or decision-maker is necessary in a lawsuit, grievance or other proceeding initiated by or on behalf of the employee arising from a verified positive drug test.

The laboratory will also provide the employer or its agent with a statistical summary of the testing program, which will not include any personal identifying information, as required by any applicable regulation.

F. Specimen Retention

All positive urine specimens will be retained in long-term frozen storage (-20 degrees C or less) for a minimum of one (1) year.

G. Split Specimen Procedures

If the laboratory observes that the split specimen is untestable, inadequate, or unavailable for testing, the laboratory shall nevertheless test the primary specimen. The laboratory will not inform the MRO or the employer of the untestability, inadequacy, or unavailability of the split specimen until and unless the primary specimen is a verified positive test and the MRO has informed the laboratory that the employee has requested a test of the split specimen.

The laboratory shall log in the split specimen, with the split specimen bottle seal remaining intact, and store this sample securely. If the result of the test of the primary specimen is negative, the laboratory may discard the split specimen. However, if the result of the test of the primary specimen is positive, the laboratory shall retain the split specimen in frozen storage for 60 days from the date on which the laboratory acquires it. Following the end of this 60-day period, if not informed by the MRO that the employee has requested a test of the split specimen, the laboratory may discard the split specimen.

When directed in writing by the MRO to forward the split specimen to another DHHS-certified laboratory for analysis, the second laboratory shall analyze the split specimen by GC/MS to reconfirm the presence of the drug(s) or drug metabolite(s) found in the primary specimen. Such GC/MS confirmation shall be conducted without regard to the cut-off levels specified in Section VII of this policy. The split specimen shall be retained in long-term storage for one year by the laboratory conducting the analysis of the split specimen (or longer if litigation concerning the test is pending).

SECTION VIII

CONTROLLED SUBSTANCES TESTING PROCEDURES

A. Urine Specimen Collection

Any person requested to undergo a drug test will be required to provide a urine sample at a designated collection site. In order to ensure integrity of the specimen collection procedure, a standard Urine Custody and Control Form will be used. This form will be completed by the employee and the person responsible for collecting the urine sample and will be forwarded along with the urine sample to a designated laboratory, which will conduct the actual drug test. The laboratory will then forward a copy of the Urine Custody and Control Form to the medical review officer, who will review it when analyzing any positive test results. The Village will retain a copy of the Urine Custody and Control Form for each drug test it conducts.

All urine specimens will be collected in a clean, single-use specimen bottle that is securely wrapped until filled with the specimen. A clean, single-use collection container (e.g., disposable cup or sterile urinal) that is securely wrapped until used may also be employed. If urination is directly into the specimen bottle, the specimen bottle shall be provided to the employee still sealed in its wrapper or shall be unwrapped in the employee's presence immediately prior to its being provided. If a separate collection container is used for urination, the collection container shall be provided to the employee still sealed in its wrapper or shall be unwrapped in the employee's presence immediately prior to its being provided; and the collection site person shall unwrap the specimen bottle in the presence of the employee at the time the urine specimen is presented.

The employer and collection site will utilize a temporary sealing system designed to ensure against undetected opening and a shipping container in which the specimen and associated paperwork may be transferred and sealed to prevent undetected tampering.

Any person requested to undergo a drug test will be provided a copy of written specimen collection procedures which must be followed by the individual and the collection site personnel (Appendix I).

II. Specimen Collection Procedures

1. Specimen Collection Personnel

Any personnel collecting urine specimens on behalf of the Village will be responsible for maintaining the integrity of the specimen collection and transfer process and for carefully ensuring the modesty and privacy of the donor. Collection site personnel are also to avoid any conduct or remarks that might be construed as accusatorial or otherwise offensive or inappropriate.

Any collection site personnel utilized by the Village will be required to have successfully completed training to carry out the collection functions required under 49 CFR Part 40 or shall be a licensed medical professional or technician who is provided instructions for collection under 49 CFR Part 40 and certifies completion as required therein.

In addition to the above, the Village or its designated agent shall provide collection site personnel with detailed, clear instructions on the collection of specimens in compliance with this Plan.

Appendix F. Employer representatives and donors subject to testing will also be provided standard written instructions setting forth their responsibilities.

The above procedures will also apply to any urine specimen collections occurring on-site by an employee or other agent of the Village.

Unless it is impracticable for any other individual to perform this function, a direct supervisor of an employee shall not serve as the collection site person for that employee's urine test.

In any case where a collection is monitored by non-medical personnel or is directly observed, the collection site person shall be of the same gender as the donor. A collection site is monitored for this purpose if the enclosure provides less than complete privacy for the donor (e.g., if a rest room stall is used and the collection site person remains in the restroom, or if the collection site person is expected to listen for use of unsecured sources of water.)

2. Designated Collection Sites

The facility listed below is the approved collection site which has the personnel, materials, equipment, facilities and supervision necessary to provide for the collection, security, temporary storage and shipping of urine specimens to an appropriate laboratory for testing:

From 8:00 a.m. to 5:00 p.m. M - F

Concentra Willowbrook

545 Plainfield Road, Suite B

Willowbrook, IL 60527

(630) 286-5300

From 5:00 p.m. to 8:00 a.m. M-F & weekends

Hinsdale Hospital Emergency Room

120 N. Oak Street

Hinsdale, IL 60521

(630) 856-9000

A designated collection site may be any suitable location where a specimen can be collected in compliance with 49 CFR Part 40, including a properly equipped mobile facility. Any such site shall be a location having an enclosure within which private urination can occur, a toilet for completion of urination (unless a single-use collector is used with sufficient capacity to contain the void), and a suitable clean surface for writing. The site must also have a source of water for washing hands, which, if practicable, should be external to the enclosure where urination occurs.

3. Security

Any designated collection site shall have in place procedures designed to prevent unauthorized access which could compromise the integrity of the collection process or the specimen, including the following:

- a. Procedures shall provide for the collection site to be secure. If a collection site facility is dedicated solely to urine collection, it shall be secure at all times. If a facility cannot be dedicated solely to drug testing, the portion of the facility used for testing shall be secured during drug testing.
- b. A facility normally used for other purposes, such as a public rest room or hospital examining room, may be secured by visual inspection to ensure other persons are not present and

undetected access (e.g., through a rear door not in the view of the collection site person) is not possible. Security during collection may be maintained by effective restriction of access to collection materials and specimens. In the case of a public rest room, the facility must be posted against access during the entire collection procedure to avoid embarrassment to the employee or distraction of the collection site person.

- c. If it is impractical to maintain continuous physical security of a collection site from the time the specimen is presented until the sealed mailer is transferred for shipment, the following minimum procedures shall apply: The specimen shall remain under the direct control of the collection site person from delivery to its being sealed in the mailer. The mailer shall be immediately mailed, maintained in secure storage, or remain until mailed under the personal control of the collection site person.

No unauthorized personnel shall be permitted in any part of the designated collection site when urine specimens are collected or stored. Only the collection site person may handle specimens prior to their securement in the mailing container or monitor or observe a specimen collection (under the conditions specified in this part). In order to promote security of specimens, avoid distraction of the collection site person and ensure against any confusion in the identification of specimens, the collection site person shall only have one donor under his or her supervision at anytime. For this purpose, a collection procedure is complete when the urine bottle has been sealed and initialed, the drug testing custody and control form has been executed, and the employee has departed the site (or, in the case of an employee who was unable to provide a complete specimen, has entered a waiting area).

C. Chain of Custody and Collection Control

To the maximum extent possible, collection site personnel shall keep the individual's specimen bottle within sight both before and after the individual has urinated. After the specimen is collected, it shall be properly sealed and labeled. The chain-of-custody block on the Urine Custody and Control Form shall be executed by authorized personnel upon receipt of the specimen. This form shall be used for maintaining control and accountability of each specimen from the point of collection to final disposition of the specimen.

The date and purpose shall be documented on an approved chain of custody form each time a specimen is handled or transferred and every individual in the chain shall be identified. Handling and transportation of urine specimens from one authorized individual or place to another shall always be accomplished through chain of custody procedures. However, since specimens and documentation are sealed in shipping containers that would indicate any tampering during transit, and couriers, express carriers, etc., do not have access to the chain of custody forms, this policy does not require that such personnel document chain of custody for the shipping container during transit. This Policy does not require that there be a chain of custody entry when a specimen sealed in a shipping container is put into or taken out of secure storage at the collection site prior to pickup by such personnel. This means that the chain of custody is not broken, and a test will not be canceled, merely because such individuals have not documented their participation in the chain of custody or because the chain of custody does not contain entries related to putting the specimen into or removing it from secure temporary storage at the collection site. Every effort shall be made to minimize the number of persons handling specimens.

D. Individual Privacy

Collection procedures shall allow urine specimens to be provided by the individual in private, unless there is reason to believe that the individual may alter or substitute the specimen, as set forth below:

1. The employee has presented a urine specimen that falls outside the normal temperature range (32° - 38°C/90° - 100°F), and the employee declines to provide a measurement of oral body temperature or oral body temperature varies by more than 1°C/1.8°F from the temperature of the specimen.
2. The last urine specimen provided by the employee (i.e., on a previous occasion) was determined by the laboratory to have a specific gravity of less than 1.003 and a creatinine concentration below .2 g/L.
3. The collection site person observes conduct clearly and unequivocally indicating an attempt to substitute or adulterate the sample (e.g., substitute urine in plain view, blue dye in specimen presented, etc.).
4. The employee has previously been determined to have used a controlled substance without medical authorization and the particular test is being conducted as a part of a rehabilitation program, on return to service after any required rehabilitation or under a FHWA regulation providing for follow-up testing after return to service.

An employee may also be required to provide a urine specimen under direct observation in the event specimen adulteration is suspected under Sections VII, D, and IX, D, of this policy. However, a higher-level supervisor of the collection site person, or a designated employer representative, shall review and concur in advance with any decision by a collection site person to obtain a specimen under the direct observation of a same gender collection site person based upon the circumstances described above.

If the sample is being collected from an employee in need of medical attention (e.g., as part of post-accident test given in an emergency medical facility), necessary medical attention shall not be delayed in order to collect the specimen.

E. Specimen Integrity and Identity

The Village, the employee and the collection site shall take appropriate precautions to preserve the integrity and identity of the urine specimen by ensuring that it is not adulterated or diluted during the collection procedure and that the urine specimen tested is that of the person from whom it was collected. Collection site personnel will be responsible for maintaining the integrity of the specimen collection and transfer process, but employees are expected to cooperate with collection site personnel and to exercise good faith in conjunction with the specimen collection procedures.

F. Split Sample Procedures

The Village will use a split sample collection procedure. As a result, there must be a sufficient volume of each specimen to allow for it to be subdivided, secured and labeled in the presence of the tested individual and retained in a secured manner to prevent the possibility of tampering. This will allow an individual the opportunity to request a retest of the specimen by an appropriate laboratory in accordance with Section VII, G, of this policy.

G. Transportation to Laboratory

Collection site personnel shall arrange to ship the collected specimens to the drug testing laboratory. The specimens shall be placed in a container designed to minimize the possibility of damage during shipment (e.g., specimen boxes and/or padded mailers); and those containers shall be securely sealed to eliminate the possibility of undetected tampering with the specimen and/or the form. On the tape sealing the container, the collection site person shall sign and enter the date specimens were sealed in the containers for shipment. The collection site person shall ensure that the chain of custody documentation is enclosed in each container sealed for shipment to the drug testing laboratory.

Since specimens and documentation are sealed in shipping containers that would indicate any tampering during transit and couriers, express carriers, etc. do not have access to the chain of custody forms, this policy does not require that such personnel document chain of custody for the shipping container during transit. This Policy also does not require that there be a chain of custody entry when a specimen sealed in a shipping container is put into or taken out of secure storage at the collection site prior to pickup by such personnel. This means that the chain of custody is not broken, and a test will not be canceled, merely because such individuals have not documented their participation in the chain of custody or because the chain of custody does not contain entries related to putting the specimen into or removing it from secure temporary storage at the collection site.

H. Failure to Cooperate

Any employee required to provide a urine sample will be expected to sign a consent or release form authorizing the collection of the specimen, analysis of the specimen for designated controlled substances, and release of the results to the employer. The employee will not be required to waive liability with respect to negligence on the part of any person participating in the collection, handling or analysis of the specimen or to indemnify any person for the negligence of others.

If the employee refuses to cooperate during the collection process (e.g., refusal to provide a complete specimen, complete paperwork, initial specimen), the collection site person will inform the Village representative and document the employee's conduct on the Urine Custody and Control Form. Employees are expected to exercise good faith and cooperate during the collection process and failure to do so will subject the employee to discipline, up to and including discharge, independent and regardless of the results of any subsequent drug test.

SECTION IX

CONTROLLED SUBSTANCE TEST RESULTS

A. Medical Review Officer

All confirmed positive and negative test results will be reported by the laboratory to a medical review officer (MRO) before they are communicated to the Village. The MRO will be a licensed physician with knowledge of substance abuse disorders who will review and interpret positive test results from the laboratory. The MRO will also review the chain of custody to ensure that it is sufficient and complete on its face and may request quantification of the test results from the lab. In addition, the MRO will conduct an administrative review of all negative test results prior to their transmission to the Village. The

Village's MRO is:

MRO: Substance Abuse Management, Inc.

Address: 500 N. 19th Street

Milwaukee, WI 53233

Phone No.: (414) 977-7264

The MRO will not be an employee of the laboratory conducting the drug test unless the laboratory establishes a clear separation of functions to prevent any appearance of a conflict of interest, including assuring that the MRO has no responsibility for, and is not supervised by or the supervisor of, any persons who have responsibility for the drug testing or quality control operations of the laboratory.

The function of the MRO is to explore possible alternative medical explanations for any positive test results. Before a final decision to verify a positive test result is made, the MRO will therefore conduct a medical interview with the individual, whether in person or over the telephone, and give him/her the opportunity to discuss the positive test result. The MRO may also review the individual's medical history and any other relevant biomedical factors, as well as medical records that may relate to a lawfully prescribed medication. Results of urine tests not obtained or processed in accordance with this procedure will not be considered.

B. MRO Verification Procedures

1. Contact With Employee

In the event of a confirmed positive test result, the MRO will contact the individual directly, on a confidential basis, to determine whether the employee wishes to discuss the test result. A staff person under the MRO's supervision may make the initial contact and a medically licensed or certified staff person may gather information from the employee. Except as provided below, the MRO will talk directly with the employee before verifying a test as positive.

2. Employee Unavailable

If, after making and documenting all reasonable efforts to contact the individual, the MRO is unable to reach the individual directly, the MRO will advise the Village that he/she has made all reasonable efforts to contact the employee. Within 24 hours or prior to dispatching the employee, the Village will make reasonable efforts to contact the employee and request him/her to contact and discuss the results of the drug test with the MRO, regardless of that employee's employment status at the time. The Village will then immediately notify the MRO that the employee has been advised to contact him/her within 24 hours. If this notification procedure becomes necessary, the Village will ensure, to the maximum extent practicable that the requirement that the employee contact the MRO is held in confidence.

If, after making all reasonable efforts the Village is still unable to contact the employee, it will place the employee on temporary medically unqualified status or on a medical leave of absence.

The MRO will be authorized to verify a test as positive without having communicated directly with a

employee about the results:

- a. If the employee expressly declines the opportunity to discuss the test; or
- b. If, within five days after a documented contact by the designated employer representative instructing the employee to contact the MRO, the employee has not done so.

In the event the MRO reports a positive test result to the Village without having discussed it with the employee, the MRO will document his efforts to contact the employee, along with his/her contacts with the Village's designated representative.

If a test is verified as positive because of an employee's failure to contact the MRO, the employee will be given an opportunity to provide the MRO with evidence establishing that a serious illness, injury or other circumstance unavoidably prevented him/her from timely contacting the MRO. The MRO may, on the basis of that information, reopen the verification and allow the employee to present information concerning a legitimate explanation for the confirmed positive test. If the MRO concludes that there is a legitimate explanation, the MRO will declare the test to be negative.

3. Verification For Opiates

Before the MRO verifies a confirmed positive result for opiates, he shall determine that there is clinical evidence, in addition to the urine test, of unauthorized use of any opium, opiate or opium derivative (e.g. morphine/codeine). This requirement will not apply if the GC/MS confirmation test for opiates confirms the presence of 6-monocetylmorphine.

C. Retest Procedures

In the event a question arises as to the validity or accuracy of a positive test result, the MRO will be authorized to order a reanalysis of the original sample at the same laboratory or an alternative laboratory certified in accordance with DHHS guidelines. However, only the MRO may authorize such a reanalysis, and such a reanalysis may take place only at laboratories certified by DHHS. If the reanalysis fails to reconfirm the presence of the drug or drug metabolite, the MRO shall cancel the test and report the cancellation and the reasons for it to the DOT, the employer and the employee. When appropriate, the MRO will also receive specific consultation from the laboratory concerning the drug test results as requested by the Village.

The MRO will also notify each employee who has a verified positive test that he/she has 72 hours in which to request a test of the split specimen. If the employee requests an analysis of the split specimen within 72 hours of such notice, the MRO will direct, in writing, the laboratory to provide the split specimen to another DHHS-certified laboratory for analysis. The employee will not be allowed to request a reanalysis of the primary specimen and any retest requested by the employee will be at the employee's expense.

If the analysis of the split specimen fails to reconfirm the presence of the drug(s) or drug metabolite(s) found in the primary specimen, or if the split specimen is unavailable, inadequate for testing, or untestable, the MRO will cancel the test and report the cancellation and the reasons for it to the DOT, the employer and the employee. However, because some analytes deteriorate or are lost during freezing and/or storage, quantitation for a retest is not subject to a specific cutoff requirement, but must provide

data sufficient to confirm the presence of the drug or metabolite.

If an employee has not contacted the MRO within 72 hours, the employee may present the MRO with information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the verified positive test, or other circumstances unavoidably prevented the employee from timely contacting the MRO. If the MRO concludes that there is a legitimate explanation for the employee's failure to contact him/her within 72 hours, the MRO will direct that analysis of the split specimen be performed.

D. Specimen Adulteration

In the event the MRO receives a laboratory report which indicates the possibility of adulteration, the MRO shall review and interpret the laboratory report as follows:

1. Specific gravity <1.003 and creatinine <0.2 g/L

The MRO will report the laboratory findings (including negative result or cancelled test) to the Village. The Village may require the next specimen submitted by the donor to be collected under direct observation. However, a dilute specimen (SG <1.003 and creatinine <0.2 g/L) will not be reasonable suspicion/cause to require the donor to submit to another specimen collection.

2. Specimen not suitable for testing

The MRO will first discuss the test result with the laboratory forensic toxicologist to obtain more specific information about the analysis. The MRO will then contact the donor and inform him/her that the specimen was not suitable for testing and will inquire as to medications (e.g. non-steroidal anti-inflammatory agents) or other medical explanations for the specimen's unsuitability. If no acceptable explanation for the "unsuitability" is provided, the MRO will inform the donor that another specimen will be collected under direct observation. The MRO will also report the result to the employer and inform the employer that another collection under direct observation will be required. If there is an acceptable explanation for the "unsuitability," the MRO will report the specimen as cancelled.

3. Specimen adulterated

The MRO will report the result as "specimen adulterated" to the Village and inform the Village that the laboratory finding constitutes a "refusal to test" under this policy.

E. Disclosure of Information to Third Parties

The MRO will not reveal individual test results to anyone unless he or she has been presented with a written authorization from the tested employee. The MRO may, however, reveal to the Village, without an authorization, relevant employee qualification information which indicates whether the employee has tested positive for a controlled substance.

Except as provided below, the MRO will not disclose to any third party medical information provided by the individual to him/her as a part of the testing verification process. However, the MRO may disclose such information to the employer, Federal agency or a physician responsible for determining the medical qualification of the employee under an applicable DOT regulation, as applicable, only if --

1. An applicable DOT regulation permits or requires such disclosure;
2. In the MRO's reasonable medical judgment, the information could result in the employee being determined to be medically unqualified under a DOT rule; or
3. In the MRO's reasonable medical judgment, in a situation in which there is no DOT rule establishing physical qualification standards applicable to the employee, the information indicates that continued performance by the employee of his or her safety-sensitive function could pose a significant safety risk.

Before obtaining medical information from the employee as part of the verification process, the MRO will advise the employee that the information may be disclosed to third parties as provided above and of the identity of any parties to whom the information may be disclosed.

F. MRO Notifications To The Employer

If the MRO, after completing his review, verifies a positive test result, he shall contact Village officials, who will take appropriate action and/or refer the employee to the employer's employee assistance or rehabilitation program.

If the MRO determines that there is a legitimate medical explanation for the positive test result, he/she will report the results to the employer as negative. He/she will also report as negative any test result that is not supported by sufficient quality control, inspection reports or other scientific data.

The MRO may report to the employer using any communications device, but in all instances will forward a signed, written notification within three business days of completion of the process. This written report will contain the following information:

1. That the controlled substances test being reported was in accordance with 49 CFR Part 40;
2. The name of the individual for whom the test results are being reported;
3. The type of test indicated on the custody and control form (i.e. random, post-accident, etc.);
4. The date and location of the test collection;
5. The identities of the persons or entities performing the collection, analysis of the specimens and serving as the medical review officer for the specific test;
6. The verified positive results of a controlled substances test, either positive or negative, and if positive, the identity of the controlled substance(s) for which the test was verified positive.

G. MRO Record Retention

The MRO will maintain all dated records and notifications, identified by individual, for a minimum of five years for verified positive controlled substances test results and a minimum of one year for negative and canceled controlled substances test results.

No person may obtain the individual controlled substances test results retained by an MRO nor may the MRO release the individual controlled substances test results of any employee to any person, without first obtaining a specific, written authorization from the tested employee. However, an MRO will not be

prohibited from releasing, to the employer or to officials of the Secretary of Transportation, any DOT agency, or any State or local officials with regulatory authority over the controlled substances testing program under Part 382, the information delineated in Section F. above.

H. Notification of Test Results

Any job applicant requesting the results of a pre-employment drug test will be provided with those results within sixty (60) days of being notified of the disposition of his/her job application.

The Village will notify any employee who tests positive in a pre-duty, random, post-accident or reasonable suspicion drug test of those results, along with the identity of the controlled substance(s) verified as positive.

In the event the Village receives notification of a positive test result while any employee is in service, the Village will make reasonable efforts to remove the employee from service, wherever the employee may be located. In the event a employee is removed from service due to a positive test result, the employee will be required to arrange for transportation home, at his own expense.

SECTION X

CONFIDENTIALITY AND RECORDKEEPING

A. Confidentiality

The Village will maintain all records generated under this policy in a secure manner so that disclosure to unauthorized persons does not occur. As a result, the results of any tests administered under this policy and/or any other information generated pursuant to this policy will not be disclosed or released to anyone without the express written consent of the employee, except where otherwise required or authorized by law. In addition, the Village's contract with its designated laboratory requires it to maintain all employee test records in confidence.

However, the laboratory or the Village may disclose information required to be maintained under this policy pertaining to a employee, the employer or the decision-maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the individual, and arising from the results of an alcohol and/or controlled substance test administered under this policy, or from the employer's determination that the employee engaged in conduct prohibited by this policy (including, but not limited to, a worker's compensation, unemployment compensation, or other proceeding relating to a benefit sought by the employee.)

B. Access to Facilities And Records

Upon written request by any employee, the Village will promptly provide copies of any records pertaining to the employee's use of alcohol or controlled substances, including any records pertaining to his or her alcohol or controlled substances tests. Access to a employee's records will not be contingent upon payment for records other than those specifically requested.

The Village will also permit access to all facilities utilized in complying with the requirements of 49 CFR Part 382 to the Secretary of Transportation, any DOT agency, or any State or local officials with regulatory authority over the employer or any of its employees. The Village will also make available copies of all results for employer alcohol and/or controlled substances testing conducted under this

policy and any other information pertaining to the employer's alcohol misuse and/or controlled substances use prevention program, when requested by the Secretary of Transportation, any DOT agency, or any State or local officials with regulatory authority over the employer or any of its employees. When requested by the National Transportation Safety Board as part of an accident investigation, the Village will disclose information related to the employer's administration of a post-accident alcohol and/or controlled substance test administered following the accident under investigation.

Records will also be made available to an identified person or a subsequent employer upon receipt of a written request from a employee, but only as expressly authorized and directed by the terms of the employee's written consent. The subsequent release of such information by the person receiving it will be permitted only in accordance with the terms of the employee's consent.

SECTION XI

EMPLOYEE ASSISTANCE PROGRAM

A. Employee Education

All employees subject to this policy will be provided with educational materials explaining the requirements of the regulations and our policies and procedures for meeting them. In addition, employees will be provided with information concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or a controlled substances problem (the employee's or a co-worker's); and available methods of intervening when an alcohol or a controlled substances problem is suspected, including confrontation, referral to any employee assistance program and/or referral to management.

Copies of the above materials and this policy will be distributed to each employee prior to the start of alcohol and controlled substances testing required herein and to each employee subsequently hired or transferred into a position requiring the performance of a safety-sensitive function covered by this policy. Each employee who receives a copy of these materials will be required to sign a statement certifying that he or she has received a copy of the same (see Appendix J). The Village will retain the original of the signed certificate and will provide a copy to the employee, if requested.

Any questions about the requirements of this policy should be directed to the Village Administrator.

B. Supervisory Training

Any individual designated to determine whether reasonable suspicion exists to require a covered employee to undergo a drug or alcohol test under this policy will be required to receive at least 60 minutes of training on alcohol misuse and 60 minutes of training on controlled substance use. This training will cover the physical, behavioral, speech and performance indicators of probable alcohol misuse and use of controlled substances.

C. Evaluation and Treatment

1. Substance Abuse Evaluation

Any employee who engages in conduct prohibited by this policy will be required to undergo an evaluation by an appropriate substance abuse professional, who will determine what, if any,

assistance the employee may need in resolving problems associated with alcohol misuse and controlled substances use. This requirement will apply regardless of whether such conduct is discovered as a result of a positive drug or alcohol test, independent employer knowledge or a voluntary admission by the employee. The employee will be allowed to select any substance abuse professional he/she desires.

2. Treatment

Any employee recommended for further assistance by a substance abuse professional will be afforded the opportunity to take a medical leave of absence in order to undergo any recommended treatment. Any such treatment will be at the employee's expense, unless coverage for the same is provided by any otherwise applicable health insurance plan. However, employees who violate this policy will only be provided with this leave of absence opportunity a minimum of one (1) time and a maximum of two (2) times, depending on the disciplinary action taken.

Any employee who desires to take a leave of absence in order to participate in any recommended treatment program will be expected to follow normal procedures for requesting a medical leave of absence. The employee will also be required to admit himself/herself into any prescribed program and actively participate in the same. Accordingly, proof of admission into the program, regular attendance and "drug/alcohol-free" participation will be required. The Village will also require participation in any recommended or prescribed aftercare or similar follow-up treatment. Failure to participate in any such prescribed program or failure to attend any scheduled after-care or follow-up sessions will disqualify the individual from further employment.

The evaluation and rehabilitation requirements outlined above do not apply to applicants who refuse to submit to or test positive in a pre-employment alcohol (alcohol concentration of 0.04 or greater) or controlled substances test.

D. Return to Duty

Before an employee who has engaged in any conduct prohibited by this policy will be allowed to return to duty, the employee shall be evaluated by a substance abuse professional to determine whether the employee has properly followed any prescribed rehabilitation program.

E. Return to Duty - Employees Covered Under Federal Motor Carrier Safety Regulations ONLY

Before a employee who has engaged in any conduct prohibited by this policy will be allowed to return to duty to perform a safety-sensitive function, he/she must first undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02, if the conduct involved alcohol, or a controlled substances test with a verified negative result, if the conduct involved a controlled substance. The Village may direct the employee to undergo return-to-duty and follow-up testing for both alcohol and controlled substances, if the substance abuse professional determines that return-to-duty and follow-up testing for both alcohol and controlled substances is necessary for that particular employee.

Before returning to work, any employee identified by a substance abuse professional as being in need of assistance in resolving problems associated with alcohol misuse or controlled substances use must also:

1. Be evaluated by a substance abuse professional to determine whether the employee has properly followed any prescribed rehabilitation program; and
2. Be subject to unannounced follow-up alcohol and controlled substances tests administered by the Village following the employee's return to duty. The number and frequency of which will be determined by the SAP and consist of at least six tests in the first 12 months following the employee's return to duty. Follow-up testing will not exceed 60 months from the date of the employee's return to duty and may be terminated at any time after the first six tests have been administered, if the SAP determines such testing is no longer necessary. A follow-up test for alcohol will only be required when the employee is performing a safety-sensitive function or just before or after the performance of any such function.

SECTION XII

DISCIPLINARY ACTION

Village employees shall not possess, use or sell any alcohol, narcotics or controlled substances on Village premises or be "under the influence" of said substances while on Village premises or be found to exhibit reduced work performance due to alcohol and/or substance abuse.

In order to ensure consistency in the enforcement of this policy, any violation of this policy must be reported to the Village Administrator immediately.

Failure to comply with the intent or provisions of this rule may be used as grounds for disciplinary action as decided by the Department Head, in coordination with the Village Administrator. Possible alternatives or combination of alternatives regarding disciplinary action, in addition to the removal of employees from safety sensitive function as required by the Federal Motor Carrier Safety Regulations, are as follows:

A. Pre-employment

Any individual who tests positive for a controlled substance will be determined to have failed the pre-employment physical and will, therefore, no longer be considered for employment.

B. Reasonable Suspicion

Any employee who tests positive for a controlled substance or for alcohol with a concentration level of 0.04 or greater will be subject to discipline as follows:

First Offense for "Under the Influence/Impairment"

- verbal reprimand
- written reprimand
- required EAP consultation
- required doctor's certificate to return to work (see Section XI, D. and E.)
- up to three additional days' suspension
-

Second Offense for "Under the Influence/Impairment"

- written reprimand

- required EAP consultation
- required doctor's certificate to return to work (see Section XI, D. and E.)
- up to five days' suspension
- possible termination

Third Offense for "Under the Influence/Impairment"

- termination

C. Post-Accident – Employees Covered Under Federal Motor Carrier Safety Regulations ONLY

Any employee who tests positive for a controlled substance or for alcohol with a concentration level of 0.04 or greater will be subject to discipline as follows:

First Offense for "Under the Influence/Impairment"

- verbal reprimand
- written reprimand
- required EAP consultation
- required doctor's certificate to return to work (see Section XI, D. and E.)
- up to three additional days' suspension
- possible loss of driving privileges for one year (see Section II, C.1.g.)

Second Offense for "Under the Influence/Impairment"

- termination

D. Random – Employees covered under the Federal Motor Carrier Safety Regulations ONLY

Any employee who tests positive for a controlled substance or for alcohol with a concentration level of 0.04 or greater will be subject to discipline as follows:

First Offense for "Under the Influence/Impairment"

- verbal reprimand
- written reprimand
- required EAP consultation
- required doctor's certificate to return to work (see Section XI, D. and E.)
- up to three additional days' suspension

Second Offense for "Under the Influence/Impairment"

- written reprimand
- required EAP consultation
- required doctor's certificate to return to work (see Section XI, D. and E.)
- up to five days' suspension

- possible termination

Third Offense for "Under the Influence/Impairment"

- termination

E. Return To Work

Any employee who tests positive for a controlled substance or for alcohol with a concentration level of 0.04 or greater will be considered to have committed a new offense.

Second Offense for "Under the Influence/Impairment"

- written reprimand
- required EAP consultation
- required doctor's certificate to return to work (see Section XI. D. and E.)
- up to five days' suspension
- possible termination

Third Offense for "Under the Influence/Impairment"

- termination

F. Follow-Up – Employees Covered Under Federal Motor Carrier Safety Regulations ONLY

Any driver who tests positive for a controlled substance or for alcohol with a concentration level of 0.04 or greater will be considered to have committed a new offense.

Second Offense for "Under the Influence/Impairment"

- written reprimand
- required EAP consultation
- required doctor's certificate to return to work (see Section XI. D. and E.)
- up to five days' suspension
- possible termination

Third Offense for "Under the Influence/Impairment"

- termination

L. Possession Of Alcohol/Controlled Substances

Any employee found to be in possession of alcohol or controlled substances in violation of this policy will be subject to discipline as follows:

First Offense - Possession, Use/Sale of Alcohol/Controlled Substances on Village Premises

- verbal reprimand
- written reprimand
- required EAP consultation
- required doctor's certificate to return to work (see Section XI. D. and E.)
- up to five additional days' suspension
- possible termination

Second Offense - Possession, Use/Sale of Alcohol/Controlled Substances on Village Premises

- termination

II. Refusal To Submit

Any employee who engages in any conduct that constitutes a refusal to submit to a controlled substance or alcohol test required under this policy will be subject to discipline as follows:

First offense:

- Immediate and mandatory suspension without pay and possible termination

Second offense:

- Termination.

I. Invalid Test Results

In the event of an invalid test result, no action will be taken against an employee as a result of a positive test result subsequently deemed invalid.

f. Offense Carry-Over

An offense of this general rule will be carried over for two (2) years. Any subsequent offense which occurs more than two years after the prior offense will be considered a first offense.

K. Special Consideration

Depending on the circumstances and the severity of the offense, special consideration regarding discipline may be given to those employees who voluntarily enter an alcohol and/or substance abuse rehabilitation program.

L. Fire and Police Commission

It is understood that with respect to the discipline of police officers, any conflicts between this policy and the rules and regulations of the Fire and Police Commission, the Commission's rules and regulations shall control.

M. Appeal

Action taken under this policy is subject to appeal through the normal appeal process found in the Village's Personnel Rules.

N. Penalties - Employees covered under the Federal Motor Carrier Safety Regulations

Any employee who violates the requirements of this policy will also be subject to the penalty provisions of 49 U.S.C. §521(b).

SECTION XIII

RECORDKEEPING AND REPORTING

A. Retention Of Records

The Village will maintain records relating to this policy as outlined below. These records will be maintained in a secure location with controlled access. All records required by this policy will be maintained as required by 49 CFR §390.31 and made available for inspection at the employer's principal place of business within two business days after a request has been made by an authorized representative of the Federal Highway Administration.

1. The following records will be maintained for a minimum of five years:

- a. Records of employee alcohol test results with results indicating an alcohol concentration of 0.02 or greater.
- b. Records of employee verified positive controlled substances test results.
- c. Documentation of refusals to take required alcohol and/or controlled substances tests.
- d. Calibration documentation.
- e. Employee evaluation and referrals.
- f. A copy of each annual calendar year summary.

2. The following records will be maintained for a minimum of two years:

- a. Records related to the alcohol and controlled substances collection process (except calibration of evidential breath testing devices) and training.
- b. Records of the inspection and maintenance of each EBT used in employee testing.
- c. Documentation of the employer's compliance with the QAP for each EBT it uses for alcohol testing under this plan.

- d. Records of the training and proficiency testing of each BAT or STT used in employee testing.
3. The following records will be maintained for a minimum of one year:
 - a. Records of negative and canceled controlled substances test results; and
 - b. Alcohol test results with a concentration of less than 0.02.

B. Types Of Records

The following specific records will be maintained by the Village:

1. Records related to the collection process, including:
 - a. Collection logbooks, if used;
 - b. Documents relating to the random selection process;
 - c. Calibration documentation for evidential breath testing devices;
 - d. Documentation of breath alcohol technician and STT training;
 - e. Documents generated in connection with decisions to administer reasonable suspicion alcohol or controlled substances tests;
 - f. Documents generated in connection with decisions on post-accident tests;
 - g. Documents verifying existence of a medical explanation of the inability of a employee to provide adequate breath or to provide a urine specimen for testing; and
 - h. Consolidated annual calendar year summaries as required by the FHWA.
2. Records related to a employee's test results, including:
 - a. The employer's copy of the Breath Alcohol Test Form, including the results of the test;
 - b. The employer's copy of the Urine Custody And Control Form;
 - c. Documents sent to the Village by the medical review officer;
 - d. Documents related to the refusal of any employee to submit to an alcohol or controlled substances test required by this policy; and
 - e. Documents presented by a employee to dispute the result of an alcohol or controlled substances test administered under this policy.
3. Records related to other violations of 49 CFR §382.
4. Records related to evaluations by substance abuse professionals, including:
 - a. Records pertaining to a determination by a substance abuse professional concerning a employee's need for assistance; and
 - b. Records concerning a employee's compliance with recommendations of the substance abuse

professional.

5. Records related to the Village's education and training program, including:

- a. Materials on alcohol misuse and controlled substance use awareness, including a copy of our alcohol and controlled substance testing policy;
- b. Documentation of compliance with the FHWA requirements governing the creation of this policy, including the employee's signed receipt of education materials;
- c. Documentation of reasonable suspicion supervisory training; and
- d. Certification that any training conducted under this policy complies with the requirements for such training.

6. Records related to drug testing, including:

- a. Agreements with collection site facilities, laboratories, medical review officers, and consortia;
- b. Names and positions of officials and their role in the employer's alcohol and controlled substances testing program(s);
- c. Laboratory statistical summaries of urinalysis required by 49 CFR §40.29(g)(6); and
- d. The employer's drug testing policy and procedures.

C. Reporting Requirements (Management Information System)

If requested by the FHWA, the Village will prepare and maintain an annual calendar year summary of the results of all alcohol and controlled substances testing performed under this policy. This summary will contain all of the information required by 49 CFR §382.403(c) (Appendix K). However, if the Village's annual calendar year summary contains only negative controlled substance test results, alcohol screening test results of less than 0.02, and no other violations of this policy, it will have the option of preparing an "EZ" annual summary containing the information required in 49 CFR §382.403(d).

In the event a consortium prepares an annual calendar year summary and report on behalf of the Village, a representative of the Village will be required to sign and submit the report and will remain responsible for ensuring the accuracy and timeliness of each report prepared on its behalf by the consortium.

If the Village is subject to more than one DOT agency alcohol or controlled substances rule it will identify each employee covered by the regulations of more than one DOT agency. The identification will be by the total number of covered functions. Prior to conducting any alcohol or controlled substances test on a employee subject to the rules of more than one DOT agency, the Village will determine which DOT agency rule or rules authorizes or requires the test. The test result information will be directed to the appropriate DOT agency or agencies.

In addition to the above, for the years stated below, the Village will submit to the FHWA each record of a reasonable suspicion or post-accident test required by this policy that is not completed within eight hours. Appendix P. The Village will submit these records by March 15, 1996; March 15, 1997; and March 15, 1998; for calendar years 1995, 1996, and 1997, respectively. These records will be appended to any

AUTHORIZATION FOR THE RELEASE OF INFORMATION

Prior Employer:

Company: _____

Address: _____

Employee:

Name: _____

Date of Birth: _____

Social Security #: _____

Requesting Employer:

Employer: _____

Address: _____

Phone No.: _____

Contact Person: _____

In accordance with 49 CFR §382.405(f) and §382.413(b), you are hereby authorized and request to furnish to _____ at _____ any and all information in your possession concerning my participation in a drug and alcohol testing program under 49 CFR Part 382. I specifically authorize you to release information on any alcohol tests with concentration results of 0.04 or greater, positive controlled substance test results and/or refusals to be tested within two years preceding the date of this request. This authorization also permits the disclosure of any drug or alcohol test results and/or refusals to be tested not specifically within the mandatory disclosure requirements of 49 CFR §382.413(B), including the results of any drug tests conducted under 49 CFR part 391, Subpart H.

I further authorize and request you to release any information in your possession concerning my evaluation by a substance abuse professional, the identity of that substance abuse professional, my participation in any treatment or rehabilitation recommended by the substance abuse professional and the results of any return-to-duty drug or alcohol test within the two years preceding this request.

A photocopy of this release shall be as valid as the original. This authorization shall be valid for one year from the date of signing hereof.

DATE: _____ DRIVER SIGNATURE: _____

CONFIDENTIAL REFERENCE LOG

Driver:

Date Applied:

License No.:

Date Hired:

Date of Birth:

Duty Deadline:

| Employer | Dates | | Response | | | | | | Comments |
|----------|---------------|----------------|----------|-------|---------|----------------|------------------|----------------|----------|
| | Auth. Sent | Info. Rec'd | Alcohol | Drugs | Refusal | SAP Assess. | Rehab. Compl. | RTW Test(s) | |
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NOTIFICATION OF TESTING

Driver _____

(PLEASE PRINT)

Date: _____

The Village is committed to the Goal of obtaining a drug and alcohol-free transportation system. Consistent with this goal and in accordance with the Federal Motor Carrier Safety Regulations, the Village has implemented a comprehensive substance abuse policy which calls for alcohol and controlled substances testing under certain circumstances. CONSISTENT WITH THIS POLICY, YOU ARE BEING REQUESTED TO SUBMIT TO TESTING AS FOLLOWS:

Type of Test: ☐ Alcohol ☐ Controlled substancesTesting Requirement: ☐ FHWA ☐ Company☐ Pre-employment ☐ Pre-duty ☐ Reasonable suspicion☐ Post-accident ☐ Random ☐ Return to duty☐ Follow-up

A POSITIVE TEST RESULT AND/OR THE FAILURE OR REFUSAL TO SUBMIT TO TESTING WILL DISQUALIFY YOU FROM THE PERFORMANCE OF SAFETY-SENSITIVE FUNCTIONS FOR THE VILLAGE AND MAY SUBJECT YOU TO SUCH OTHER ACTION AS OUTLINED BY VILLAGE POLICY.

Date: _____ Driver Signature: _____

NOTIFICATION OF TESTING

Officer: _____

(PLEASE PRINT)

Date: _____

The Village is committed to the Goal of obtaining a drug and alcohol-free work environment. Consistent with this goal and in accordance with the Federal Motor Carrier Safety Regulations and Section 18.6 of the Agreement Between the Village of Burr Ridge and the Metropolitan Alliance of Police Burr Ridge Police Chapter 12, the Village has implemented a comprehensive substance abuse policy which calls for alcohol and controlled substances testing under certain circumstances. CONSISTENT WITH THIS POLICY, YOU ARE BEING REQUESTED TO SUBMIT TO TESTING AS FOLLOWS:

Type of Test: ☐ Alcohol ☐ Controlled substancesTesting Requirement: ☐ FRWA ☐ Village☐ Pre-employment ☐ Pre-duty ☐ Reasonable suspicion☐ Post-accident ☐ Random ☐ Return to duty☐ Follow-up

A POSITIVE TEST RESULT AND/OR THE FAILURE OR REFUSAL TO SUBMIT TO TESTING WILL DISQUALIFY YOU FROM THE PERFORMANCE OF SAFETY-SENSITIVE FUNCTIONS FOR THE VILLAGE AND MAY SUBJECT YOU TO SUCH OTHER ACTION AS OUTLINED BY VILLAGE POLICY.

Date _____ OFFICER: _____

(Signature)

VILLAGE OF BURR RIDGE

APPLICANT CONSENT FORM

A condition of employment is satisfactory completion of a pre-employment physical. As part of the pre-employment physical, the Village conducts an alcohol and drug test. All applicants are required to provide a urine sample for such testing. Refusal to complete the pre-employment physical will prevent an applicant from being employed.

Please fill out the following:

Name: _____

Social Security Number: _____

CONSENT

I consent to giving a sample of my urine in accordance with the directives of the Village of Burr Ridge and its designated medical laboratory for testing for alcohol and drugs. I hereby further consent and agree that results of the test shall be released to the Village Administrator. Further, I release the applicable medical center, the collection facility, testing laboratory and their officers, director and agents, from any liability to me arising out of or related to such testing or their reporting of the test results to Village management.

Signature

Witness

Date

Date

REFUSAL

I hereby refuse to authorize testing of my urine for alcohol or drugs. I understand that my refusal means that I cannot complete my pre-employment physical, and, therefore, will not be considered for employment by the Village of Burr Ridge.

Signature

Witness

Date

Date

BLOOD ALCOHOL SUPPLEMENTAL REPORT

For the years stated in this paragraph, the Village will submit to the FHWA each record of a reasonable suspicion or post-accident test required by this policy that is not completed within eight (8) hours. The Village will submit these records by March 15, 1996; March 15, 1997; and March 15, 1998; for calendar years 1995, 1996, and 1997, respectively. These records will be appended to any MIS report the Village is required to submit to the FHWA. Each such record will include the following information:

1. Reasonable suspicion test: ☐ Yes ☐ No

Supervisor's determination:

2. Post-Accident: ☐ Yes ☐ No

Date of accident: _____

Time: _____

Location: _____

3. Explain why test could not be completed within eight hours:

4. Could blood alcohol testing have been completed within eight hours:

☐ Yes ☐ No

If yes, please provide the following regarding the alcohol testing site:

Testing site:

Address:

Telephone Number:

VILLAGE OF BURR RIDGE

SUPERVISOR'S REPORT: OBSERVATIONS OF EMPLOYEE IMPAIRMENT

Employee Name: _____ Dept: _____

Position: _____

Supervisor to _____ am/pm

Fill in Actual: Time _____ Day _____ Date _____ Supervisor's Name _____

SUPERVISOR'S OPINION () Supervisor () Witnessing Supervisor Position

Indicate briefly what first led you to suspect the employee was under the influence:

What was the employee doing when first observed?

Did you witness consumption, use, distribution or sale of alcohol or illegal substances: () Yes () No

OBSERVATIONS (Check as many as apply)

Breath:

Odor of Alcohol Beverage: () Strong () Moderate () Faint () None

Odor of Marijuana: () Strong () Moderate () Faint () None

Attitude: ☐ Excited ☐ Hilarious ☐ Talkative ☐ Carefree
☐ Sleepy ☐ Profanity ☐ Combative ☐ Indifferent
☐ Insulting ☐ Cocky ☐ Cooperative ☐ Polite

Unusual ☐ Hicoughing ☐ Belching ☐ Vomiting ☐ Fighting

Actions: ☐ Crying ☐ Laughing

Speech: ☐ Not Understandable ☐ Mumbled ☐ Slurred
☐ Confused ☐ Accent ☐ Stuttered
☐ Mush-Mouthed ☐ Thick-Tongued
☐ Fair ☐ Good

PERFORMANCE TESTS

WALK-AND-TURN INSTRUCTIONS

Please put your left foot on the line, then your right foot in front of your left foot with your right heel touching your left toe (demonstrate). When I tell you to begin, take nine heel-to-toe steps down the line, turn around and take nine heel-to-toe steps back. Make your turn by pivoting on one foot, keeping it on the line and, using the other foot, turn yourself around with several small steps (demonstrate). Keep your hands at your sides at all times, watch your feet at all times and count your steps out loud. Once you begin, do not stop until you have completed the test.

Do you understand? Begin.

WALK AND TURN RESULTS

- ☐ Can't keep balance while listening to instructions.
- ☐ Starts before instructions are finished.
- ☐ Stops walking to steady self
- ☐ Does not touch heel-to-toe.
- ☐ Loses balance while walking (steps off line).
- ☐ Uses arms for balance (raises arms more than six inches).
- ☐ Loses balance while turning, turns incorrectly.
- ☐ Incorrect number of steps.
- ☐ Cannot do test (steps off line 3 or more times).
- ☐ TOTAL SCORE

(Decision Point 2)

ONE-LEG-STAND INSTRUCTIONS

Please stand with your heels together and your arms at your sides (demonstrate). When I tell you to, I want you to raise one leg about six inches off the ground and hold that position while you count out loud 1001, 1002, 1003, up to 1030. Watch your foot while you are counting (demonstrate).

Do you understand? Begin.

ONE-LEG-STAND RESULTS

___ Sways while balancing.

___ Uses arms to balance (raises arms more than six inches).

___ Hopping.

___ Puts foot down.

___ Cannot do test (puts foot down 3 or more times).

___ TOTAL SCORE

(Decision Point 2)

FINGER-TO-NOSE RESULTS

Draw lines to spots touched.

Right Index

Left Index

1

2

3

4

6

5



• Opened Eyes

FINGER-TO-NOSE INSTRUCTIONS

Please stand with your heels together and your hands at your sides (demonstrate). When I tell you to begin, I want you to touch the tip of your nose with the tip of your index finger (demonstrate). I will tell you which had to use. Please return it to your side after touching your nose. This test will be performed with your eyes closed.

Do you understand?

(Sequence: right, left, right, left, left, right)

PERFORMANCE TESTS (continued)

Indicate other unusual actions or statements, including when first observed:

Signs or complaint of illness or injury:

Effects of Impairment: () Extreme () Obvious () Slight () None

Ability to Understand Instructions: () Poor () Fair () Good

Tests Performed: Date: _____ Time: _____ am/pm

INTERVIEW - Interviewer to fill in

| | | | |
|-------|-------|-------|--------------------|
| _____ | AM/PM | _____ | _____ |
| Time | Day | Date | Interviewer's name |

What were your assigned duties today:

Have you been drinking? ____ What? _____ How much?

Where? _____ Started? _____ am/pm Stopped? _____ am/pm

Are you under the influence of an alcoholic beverage now?

Have you used marijuana or any controlled substances? _____ What?

How much? _____ Where? _____ Started? _____ am/pm Stopped? _____ am/pm

Are you under the influence of any other substance now?

Are you ill? _____ If so, what's wrong?

Do you limp? _____ Have you been injured lately?

If so, what's wrong? _____ Did you get a bump on the head?

Have you seen a doctor or dentist lately? _____ If so, when?

When? _____ What for?

Are you taking tranquilizers, pills or medicines of any kind?

If so, what kind? (get sample)

Last dose? _____ am/pm Do you have epilepsy? _____ Diabetes?

Do you take insulin? _____ If so, last dose? _____ am/pm

PERFORMANCE TESTS (continued)

Have you had any injections of any other drugs recently? _____

If so, what for? _____

What kind of drug? _____ Last dose? _____ am/pm

When did you last sleep? _____ How much sleep did you have? _____

Are you wearing false teeth? _____ What is your approx. weight? _____

REMARKS

CHEMICAL TEST DATA

Specimen: ☐ Breath ☐ Urine ☐ None ☐ Refused ☐ Unable

Analysis Result: _____

If Refused, Why? _____

Did employee fill out a consent form? ☐ Yes ☐ No

Supervisor: _____ Assignment: _____

Witnessing Supervisor: _____

Date: _____ Time: _____ AM/PM

NOTE: Supervisors will be required to prepare and submit a complete narrative report as to his/her involvement in this alleged impairment case

VILLAGE OF BURR RIDGE

EMPLOYEE CONSENT FORM

Due to the fact that a reasonable suspicion has been noted by two supervisors that you may be "under the influence" of alcohol and/or drugs, the Village of Burr Ridge will conduct an alcohol and drug test. You will be required to provide a urine sample for such testing. This test is voluntary. However, refusal to complete the test will require a review of the facts by management, which may necessitate discipline up to and including termination.

Please fill out the following:

Name _____

Social Security Number _____

CONSENT

I consent to giving a sample of my urine in accordance with the directives of the Village of Burr Ridge and its designated medical laboratory for testing for alcohol and drugs. I hereby further consent and agree that results of the test shall be released to the Village Administrator, if necessary, the results can be released to my supervisors and department head. I hereby acknowledge that I have the right to have other tests conducted by a physician of my choice at my cost, using the same sample used by the Village's testing facility. Further, I release the applicable medical center, the collection facility, testing laboratory and their officers, director and agents, from any liability to me arising out of or related to such testing or their reporting of the test results to Village management.

Signature

Witness

Date

Date

REFUSAL

I hereby refuse to authorize testing of my urine for alcohol or drugs. I understand that my refusal means that I cannot complete the test and such refusal will require a review of the facts by management which will result in mandatory suspension without pay and may necessitate discipline, up to and including termination.

Signature

Witness

Date

Date

U.S. DEPARTMENT OF TRANSPORTATION (DOT)

BREATH ALCOHOL TESTING FORM

(THE INSTRUCTIONS FOR COMPLETING THIS FORM ARE ON THE BACK OF COPY 3)

STEP 1: TO BE COMPLETED BY BREATH ALCOHOL TECHNICIAN

A. Employee Name: _____

(PRINT) (First)

(M.I.)

(Last)

B. SSN or Employee ID No.: _____

C. Employer Name: _____

Address: _____

City, State, Zip: _____

Telephone No.: _____

D. Reason for test: Pre-employment

Random

Reasonable Suspicion/Cause

Post-Accident

Return to Duty

Follow-up

STEP 2: TO BE COMPLETED BY EMPLOYEE

I certify that I am about to submit to breath alcohol testing required by U.S. Department of Transportation regulations and that the identifying information on this form is true and correct.

Signature of Employee

Month

Day

Year

STEP 3. TO BE COMPLETED BY BREATH ALCOHOL TECHNICIAN

I certify that I have conducted breath alcohol testing on the above-named individual in accordance with the procedures established in the U.S. Department of Transportation regulation, 49 CFR Part 40, and that I am qualified to operate the testing devices identified and that the results are as recorded.

Screening test: Complete only if the testing device is not designed to print the following:

AM/PM

Month

Day

Year

Confirmation test: Confirmation test results **MUST** be affixed to the back of each copy of this form.

Remarks

(PRINT) Breath Alcohol Tech's Name (First, MI, Last) Signature of Breath Alcohol Technician Month/Day/Year

STEP 4: TO BE COMPLETED BY EMPLOYEE

I certify that I have submitted to the breath alcohol test, the results of which are accurately recorded on this form. I understand that I must not drive, perform safety-sensitive duties, or operate heavy equipment if the results of 0.02 or greater.

Signature of Employee

Month / Day / Year

COPY 1 - ORIGINAL - FORWARD TO THE EMPLOYER

OMB No. 2105-0529

Exp. Date: 02/28/97

BREATH ALCOHOL TESTING FORM

STEP 1: TO BE COMPLETED BY BREATH ALCOHOL TECHNICIAN

A. Employee Name: _____
(PRINT) (First) (M.I.) (Last)

B. SSN or Employee ID No.: _____

C. Employer Name: _____

Address: _____

City, State, Zip: _____

Telephone No.: _____

D. Reason for test: Pre-employment Random Reasonable Suspicion/Cause
Post-Accident Return to Duty Follow-up

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I certify that I am about to submit to breath alcohol testing required by U.S. Department of Transportation regulations and that the identifying information on this form is true and correct.

Signature of Employee

Month

Day

Year

STEP 3: TO BE COMPLETED BY BREATH ALCOHOL TECHNICIAN

I certify that I have conducted breath alcohol testing on the above-named individual in accordance with the procedures established in the U.S. Department of Transportation regulation, 49 CFR Part 40, and that I am qualified to operate the testing devices identified and that the results are as recorded.

Screening test: Complete only if the testing device is not designed to print the following:

AM/PM

Month

Day

Year

Confirmation test: Confirmation test results **MUST** be affixed to the back of each copy of this form.

Remarks:

(PRINT) Breath Alcohol Tech's Name (First, MI, Last) Signature of Breath Alcohol Technician Month/Day/Year

STEP 4: TO BE COMPLETED BY EMPLOYEE

I certify that I have submitted to the breath alcohol test, the results of which are accurately recorded on this form. I understand that I must not drive, perform safety-sensitive duties, or operate heavy equipment if the results of 0.02 or greater.

Signature of Employee

Month / Day / Year

COPY 2 - EMPLOYEE RETAINS

OMB No. 2105-0529

Exp. Date: 02/28/97

U.S. DEPARTMENT OF TRANSPORTATION (DOT)

BREATH ALCOHOL TESTING FORM

(THE INSTRUCTIONS FOR COMPLETING THIS FORM ARE ON THE BACK OF COPY 3)

STEP 1: TO BE COMPLETED BY BREATH ALCOHOL TECHNICIAN

A. Employee Name: _____

(PRINT) (First)

(M.I.)

(Last)

B. SSN or Employee ID No.: _____

C. Employer Name: _____

Address: _____

City, State, Zip _____

Telephone No. _____

D. Reason for test: Pre-employment

Random

Reasonable Suspicion/Cause

Post-Accident

Return to Duty

Follow-up

STEP 2: TO BE COMPLETED BY EMPLOYEE

I certify that I am about to submit to breath alcohol testing required by U.S. Department of Transportation regulations and that the identifying information on this form is true and correct.

Signature of Employee

Month

Day

Year

STEP 3: TO BE COMPLETED BY BREATH ALCOHOL TECHNICIAN

I certify that I have conducted breath alcohol testing on the above-named individual in accordance with the procedures established in the U.S. Department of Transportation regulation, 49 CFR Part 40, and that I am qualified to operate the testing devices identified and that the results are as recorded.

Screening test: Complete only if the testing device is not designed to print the following:

_____ AM/PM

Month Day Year

Confirmation test: Confirmation test results **MUST** be affixed to the back of each copy of this form.

Remarks:

(PRINT) Breath Alcohol Tech's Name (First, MI, Last) Signature of Breath Alcohol Technician Month/Day/Year

STEP 4: TO BE COMPLETED BY EMPLOYEE

I certify that I have submitted to the breath alcohol test, the results of which are accurately recorded on this form, I understand that I must not drive, perform safety-sensitive duties, or operate heavy equipment if the results of 0.02 or greater.

Signature of Employee

Month / Day / Year

COPY 3 – BREATH ALCOHOL TECHNICIAN RETAINS

OMB No. 2105-0529

Exp. Date: 02/28/97

SPECIMEN COLLECTION PROCEDURES

1. To deter the dilution of specimens at the collection site, toilet bluing agents will be placed in toilet tanks wherever possible, so the reservoir of water in the toilet bowl always remains blue. Where practicable, there shall be no other source of water (e.g., no shower or sink) in the enclosure where urination occurs. If there is another source of water in the enclosure, it shall be effectively secured or monitored to ensure it is not used (undetected) as a source for diluting the specimen.
2. Upon arriving at the collection site, the individual to be tested shall present the collection site person with proper identification to ensure that he/she is positively identified as the person selected for testing (e.g., by presenting a driver's license or other photo ID, or by identification by the employer's representative). If the individual's identity cannot be established, the collection site person shall not proceed with the collection and the employer shall be notified. If the employee requests, the collection site person shall show his/her identification to the employee.
3. If the individual to be tested fails to arrive at the collection site at the assigned time, the collection site person shall contact the employer to obtain guidance on the action to be taken. Failure to report for a urine test at the assigned time may result in discipline or disqualification from further consideration for employment.
4. The individual to be tested will be required to remove any unnecessary outer garments (e.g., a coat or jacket) that might conceal items or substances that could be used to tamper with or adulterate the urine specimen. The collection site person will ensure that all personal belongings such as purses or briefcases remain with the outer garments. The individual may retain his or her wallet. If the employee requests it, the collection site personnel shall provide the employee a receipt for any personal belongings.
5. Before the collection process begins, the individual shall provide the collection site person with a Urine Custody and Control form, if it has not been previously forwarded to the collection site by the employer.
6. The individual shall be instructed to wash and dry his/her hands prior to urination.
7. After washing his/her hands, the individual shall remain in the presence of the collection site person and shall not have access to any water fountain, faucet, soap dispenser, cleaning agent or any other materials which could be used to adulterate the specimen.
8. The individual may provide his/her specimen in the privacy of a stall or otherwise partitioned area that allows for individual privacy. The collection site person shall provide the individual with a specimen bottle or container, if applicable, for this purpose.
9. The collection site person shall note any unusual behavior or appearance on the Urine Custody and Control form.
10. In the exceptional event that an employer-designated collection site is not accessible and there is an immediate requirement for a specimen collection (e.g., an accident investigation), a public rest room

may be used according to the following procedures: A collection site person of the same gender as the individual shall accompany the individual into the public rest room, which shall be made secure during the collection procedure. If possible, a toilet bluing agent shall be placed in the bowl and any accessible toilet tank. The collection site person shall remain in the rest room, but outside the stall, until the specimen is collected. If no bluing agent is available to deter specimen dilution, the collection site person shall instruct the individual not to flush the toilet until the specimen is delivered to the collection site person. After the collection site person has possession of the specimen, the individual will be instructed to flush the toilet and to participate with the collection site person in completing the chain of custody procedures.

11. The collection site person shall instruct the employee to provide at least 45 ml. of urine.
12. The employer will utilize a "split sample" method of collection (in accordance with the following procedures:
 - a. The donor shall urinate into a collection container or a specimen bottle capable of holding at least 60 ml..
 - b. If a collection container is used, the collection site person, in the presence of the donor, pours the urine into two specimen bottles. Thirty (30) ml. shall be poured into one bottle, to be used as the primary specimen. At least 15 ml. shall be poured into the other bottle, to be used as the split specimen.
 - c. If a single specimen bottle is used as a collection container, the collection site person, in the presence of the donor, shall pour 15 ml. of urine from the specimen bottle into a second specimen bottle (to be used as the split specimen) and retain the remainder (at least 30 ml.) in the collection bottle (to be used as the primary specimen).
 - d. However, section b. and c. above do not preclude the employer from using a collection method or system that does not involve the physical pouring of urine from one container or bottle to another by the collection site person, provided that the method or system results in the subdivision of the specimen into a primary (30 ml.) and a split (at least 15 ml.) specimen that can be transmitted to the laboratory and tested in accordance with this policy.
 - e. Both bottles shall be shipped in a single shipping container, together with copies 1, 2, and the split specimen copy of the chain of custody form, to the laboratory.
 - f. If the test result of the primary specimen is positive, the employee may request that the MRO direct that the split specimen be tested in a different DHHS-certified laboratory for presence of the drug(s) for which a positive result was obtained in the test of the primary specimen. The MRO shall honor such a request if it is made within 72 hours of the employee having been notified of a verified positive test result.
 - g. When the MRO informs the laboratory in writing that the employee has requested a test of the split specimen, the laboratory shall forward, to a different DHHS-approved laboratory, the split specimen bottle, with seal intact, a copy of the MRO request, and the split specimen copy of the chain of custody form with appropriate chain of custody entries.

- h. The result of the test of the split specimen is transmitted by the second laboratory to the MRO.
 - i. Action required by DOT agency regulations as the result of a positive drug test (e.g., removal from performing a safety-sensitive function) is not to be stayed pending the result of the test of the split specimen.
 - j. If the result of the test of the split specimen fails to reconfirm the presence of the drug(s) or drug metabolite(s) found in the primary specimen, the MRO shall cancel the test and report the cancellation and the reasons for it to the DOT, the employer, and the employee.
- 13. Upon receiving the specimen from the individual, the collection site person shall determine if it has at least 30 milliliters of urine for the primary or single specimen bottle and an additional 15 ml. of urine for the split specimen bottle. If the individual is unable to provide such a quantity of urine, the collection site person shall instruct the individual to drink not more than 24 ounces of fluids and, after a period of up to two hours, again attempt to provide a complete sample using a fresh collection container. The original insufficient specimen shall be discarded. If the employee is still unable to provide an adequate specimen, the insufficient specimen shall be discarded, testing discontinued, and the employer so notified. The MRO shall refer the individual for a medical evaluation to develop pertinent information concerning whether the individual's inability to provide a specimen is genuine or constitutes a refusal to test. (In pre-employment testing, if the employer does not wish to hire the individual, the MRO shall report his or her conclusions to the employer in writing.)
- 14. Except for split samples collected under paragraph 12, no portion of any sample collected under these procedures may be used for any purpose other than drug testing required under DOT regulations.
- 15. After the specimen has been provided and submitted to the collection site person, the individual shall be allowed to wash his or her hands.
- 16. Immediately after the specimen is collected, the collection site person shall measure the temperature of the specimen. The temperature measuring device used must accurately reflect the temperature of the specimen and not contaminate the specimen. The time from urination to temperature measure is critical and in no case shall exceed 4 minutes.
- 17. If the temperature of a specimen is outside the range of 32 degrees - 38 degrees C/90 degrees-100 degrees F, there will be reason to believe that the individual may have altered or substituted the specimen, and another specimen shall be collected under direct observation of a collection site person of the same gender and both specimens shall be forwarded to the laboratory for testing. An individual may volunteer to have his or her oral temperature taken to provide evidence to counter the reason to believe the individual may have altered or substituted the specimen caused by the specimen's temperature falling outside the prescribed range.
- 18. Immediately after the specimen is collected, the collection site person shall also inspect the specimen to determine its color and look for any signs of contaminants. Any unusual findings shall be noted on the

urine custody and control form.

19. All specimens suspected of being adulterated shall be forwarded to the laboratory for testing.
20. Whenever there is reason to believe that a particular individual has altered or substituted the specimen, a second specimen shall be obtained as soon as possible under the direct observation of a same gender collection site person.
21. Prior to requiring any individual to provide another urine specimen under direct observation because of circumstances constituting reason to believe the specimen may have been altered or substituted, the collection site person shall first contact a higher level supervisor or a designated employer representative to review and concur in advance with the decision to require observation.
22. After the urine specimen is provided, both the individual being tested and the collection site person shall keep the specimen in view at all times prior to its being sealed and labeled. The specimen shall be sealed (by placement of a tamperproof seal over the bottle cap and down the sides of the bottle) and labeled in the presence of the employee. If the specimen is transferred to a second bottle, the collection site person shall request the individual to observe the transfer of the specimen and the placement of the tamperproof seal over the bottle cap and down the sides of the bottle.
23. The collection site person, in the presence of the individual, shall place securely on the bottle an identification label which contains the date, the individual's specimen number and any other identifying information provided or required by the employer. If separate from the label, the tamperproof seal shall also be applied.
24. The individual shall, in the presence of the collection site person, initial the identification label on the specimen bottle for the purpose of certifying that it is the specimen collected from him or her.
25. The collection site person shall, in the presence of the individual, enter on the urine custody and control form all information identifying the specimen. The collection site person shall sign the urine custody and control form certifying that the collection was accomplished according to the instructions provided.
26. The individual shall be asked to read and sign a statement on the urine custody and control form certifying that the specimen identified as having been collected from his or her is in fact that specimen he or she provided. He or she will also have the opportunity to set forth on the form information concerning medications taken or administered in the past 30 days.
27. After signing the urine custody and control form, the individual will also be required to sign a consent and release form authorizing the collection of the specimen, analysis of the specimen for designated controlled substances and release of the test results to the employer and its medical review officer. The individual will not be required to waive liability with respect to negligence on the part of any person participating in the collection, handling or analysis of the specimen or to indemnify any person for the negligence of others.
28. After a proper sample has been provided, labeled and sealed, the collection site person shall complete the chain of custody portion of the urine custody and control form to indicate receipt from the

employee and shall certify proper completion of the collection process.

29. The urine specimen and chain of custody form will then be shipped to an appropriate laboratory for analysis. If the specimen is not immediately prepared for shipment, it shall be appropriately safeguarded during temporary storage.
30. While any part of the above chain of custody procedures is being performed, the urine specimen and custody documents must remain under the control of the involved collection site person. If the involved collection site person leaves his or her work station momentarily, the specimen and urine custody and control form shall be taken with him or her or shall be secured. After the collection site person returns to the work station, the custody process will continue. If the collection site person is leaving for an extended period of time, the specimen shall be packaged for mailing before he or she leaves the site.
31. The collection site person shall not leave the collection site in the interval between presentation of the specimen by the employee and securement of the sample with an identifying label bearing the employee's specimen identification number (shown on the urine custody and control form) and seal initialled by the employee. If it becomes necessary for the collection site person to leave the site during this interval, the collection shall be modified and (at the election of the employer) a new collection begun.

VILLAGE OF BURR RIDGE

RECEIPT OF SUBSTANCE ABUSE POLICY

I hereby state that I have received a copy of the Village's Alcohol and Substance Abuse Policy dated
June 2004.

Signature

Date

Witness

Date

FHWA DRUG AND ALCOHOL TESTING MIS DATA COLLECTION FORM

A. MOTOR CARRIER EMPLOYER INFORMATION

Company _____ Year Covered by This Report: _____

Principal Place of Business for Safety: _____

Physical Address: _____ Mailing Address: _____

U.S. DOT No.: _____ ICC Number: _____

I, the undersigned, certify that the information provided on this Federal Highway Administration Drug and Alcohol Testing Management Information System Data Collection Form is, to the best of my knowledge and belief, true, correct, and complete for the period stated.

Signature_____
Date of Signature_____
Title_____
Phone Number

Title 18, U.S.C. Section 10091, makes it a criminal offense subject to a maximum fine of \$10,000 or imprisonment for not more than 5 years, or both, to knowingly and willfully make or cause to be made any false or fraudulent statements or representations in any matter within the jurisdiction of any agency of the United States.

The Federal Highway Administration estimates that the average burden for this report form is 2 hours. You may submit any comments concerning the accuracy of this burden estimate or any suggestions for reducing the burden to: Director, Office of Motor Carrier Standards (HCS-1); Federal Highway Administration, 400 7th Street, S.W., Washington, D.C. 20590; OR Office of Management and Budget, Paperwork Reduction Project (2125-0543), Washington, D.C. 20503.

B. COVERED EMPLOYEES

| COVERED EMPLOYEES | | | | | | |
|-------------------|---|--|-----|-----|------|------|
| EMPLOYEE CATEGORY | NUMBER OF FHWA COVERED EMPLOYEES | NUMBER OF EMPLOYEES COVERED BY MORE THAN ONE DOT | | | | |
| | | OPERATING ADMINISTRATION | | | | |
| | | FAA | FRA | FTA | RSPA | USCG |
| Drivers | | | | | | |

READ BEFORE COMPLETING THE REMAINDER OF THIS FORM:

1. All items refer to the current reporting period only (for example, January 1, 1994 - December 31, 1994).
2. This report is only for testing REQUIRED BY THE FEDERAL HIGHWAY ADMINISTRATION (FHWA) AND THE U.S. DEPARTMENT OF TRANSPORTATION (DOT):
 - Results should be reported only for employees in COVERED POSITIONS as defined by FHWA/DOT drug and alcohol testing regulations.
 - The information requested should only include testing for marijuana (THC), cocaine, phencyclidine (PCP), opiates, and amphetamines, and alcohol using the standard procedures required by DOT regulations 49 CFR, Part 40.
3. Information on refusals for testing should only be reported in the table entitled "EMPLOYEES WHO REFUSED TO SUBMIT TO A DRUG (or AN ALCOHOL) TEST. Do not include refusals for testing in other sections of this report.
4. Do not include the results of any quality control (QC) samples submitted to the testing laboratory in any of the tables.
5. Complete all items; DO NOT LEAVE ANY ITEM BLANK. If the value for an item is zero (0), place a zero (0) on the form.

DATA COLLECTION FORM (continued)

C. DRUG TESTING INFORMATION

| TYPE OF TEST | NUMBER OF SPECIMENS COLLECTED | NUMBER OF SPECIMENS VERIFIED NEGATIVE | NUMBER OF SPECIMENS VERIFIED POSITIVE FOR 1 OR MORE OF THE FIVE DRUGS | NUMBER OF SPECIMENS VERIFIED POSITIVE FOR EACH TYPE OF DRUG | | | | |
|---|-------------------------------|---------------------------------------|---|---|---------|---------------------|---------|--------------|
| | | | | Marijuana (THC) | Cocaine | Phencyclidine (PCP) | Opiates | Amphetamines |
| PRE-EMPLOYMENT | | | | | | | | |
| RANDOM | | | | | | | | |
| POST-ACCIDENT/ NON-FATAL | | | | | | | | |
| POST-ACCIDENT/ FATAL | | | | | | | | |
| REASONABLE SUSPICION | | | | | | | | |
| RETURN TO DUTY | | | | | | | | |
| FOLLOW-UP | | | | | | | | |
| Number of persons denied a position as a covered employee following a verified positive drug test: | | | | | | | | |
| Number of employees returned to duty during this reporting period who have had a verified positive drug test or refused a drug test required under the FHWA rule: | | | | | | | | |

| SPECIMENS VERIFIED POSITIVE FOR MORE THAN ONE DRUG | | | | | |
|--|--------------------|---------|------------------------|---------|--------------|
| NUMBER OF VERIFIED POSITIVES | Marijuana (THC) | Cocaine | Phencyclidine (PCP) | Opiates | Amphetamines |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

| EMPLOYEES WHO REFUSED TO SUBMIT TO A DRUG TEST | Number |
|---|--------|
| Covered employees who refused to submit to a random drug test required under the FHWA regulation: | |
| Covered employees who refused to submit to a non-random drug test required under the FHWA regulation: | |

| DRUG TRAINING/EDUCATION | Number |
|---|--------|
| Number of supervisors who have received initial training on the specific contemporaneous physical, behavioral, and performance indicators of probable drug use as required by FHWA drug testing regulation: | |

APPENDIX C

XI Educational Assistance Program

The following Educational Assistance Program shall be applicable to full-time employees of the Village of Burr Ridge:

- A. This program is offered to encourage employees to improve their job skills, to increase their value to the Village and to assist them in preparing for future advancement with the Village.
- B. The scope of the program does not include special seminars or "short courses" of a few days' duration which will continue to be considered on an individual and departmental training basis as in-service training.
- C. The following provisions are established to govern the administration of the Village's Educational Assistance Program:
 1. Application for Educational Assistance may be made by any full-time permanent employee who has completed the designated probationary period.
 2. Applications will not be considered if the employee is eligible for or receiving funds for the same course from any other source (G.I. Bill, scholarship, vocational rehabilitation, LEAA, etc.).
 3. Applications are to be submitted for approval by the department head and Village Administrator in advance of beginning the course and only for course work directly related to the employee's present job, future responsibilities or directly related to a promotional position.
 4. Reimbursement shall be made only for course work completed at accredited high schools, trade schools, junior colleges, colleges and universities.
 5. Reimbursement shall be limited to Seven Hundred and Fifty Dollars (\$750.00) per participant per fiscal year for undergraduate credit courses and One Thousand Dollars (\$1,000.00) per participant per fiscal year for graduate credit courses. There shall be a One Hundred Dollar (\$100.00) limitation per participant per fiscal year for non-credit courses. Employees will be reimbursed up to \$100 for textbooks per semester. (Revised 2-08)
 6. Reimbursement for tuition shall be according to the following schedule:
 - a. 100% reimbursement of eligible costs for courses completed with a "C" or better, or numerical equivalent;
 - b. 0% reimbursement of eligible costs for courses completed with a grade less than a "C" or its numerical equivalent or when the employee receives an indication that the employee did not complete the course requirements.
 7. For non-graded courses, when the grade received is "Satisfactory" or "Passing", the reimbursement will be calculated at 50% of eligible costs, subject to maximum amounts established in (5) above.

8. Employees must submit a copy of the school transcript showing final grade received. The employee shall be considered as having completed a class when the term for which the school received the tuition fee is concluded unless the school indicates the employee did not complete the course's requirements.

9. **Degree Program Assistance**

An employee may apply for Educational Assistance toward the attainment of a specific degree (see Attachment #6). (Added 2-96) Requests for a degree program shall be approved by the Village Board. Courses that are either required or pertinent to the approved degree program shall be considered eligible for Educational Assistance. In order to receive Educational Assistance for a degree program, the employee must sign the Tuition Reimbursement Agreement (see Attachment #7). (Revised 2-96)

Employees receiving approval of a degree program are eligible to apply for financial assistance in the amount of eighty percent (80%) of eligible tuition costs up to a maximum reimbursement of Three Thousand Dollars (\$3,000.00) per fiscal year. (Rev. 5-07)

Once an employee has received approval from the Village Board for Educational Assistance toward the attainment of a specific degree, a renewal of this approval is not needed each fiscal year, provided, however, the employee demonstrates a continuous progression to attainment of the degree as determined by the Village Administrator. (Revised 2-94) All other provisions of this section regarding Educational Assistance are applicable.

Employees receiving approval of a degree program may elect, as an alternative to the assistance outlined immediately above, to be reimbursed for tuition as provided in (6) above.

10. As funds for Educational Assistance are limited, priority shall be governed by the time and date that completed applications are received. Approval and reimbursement for Educational Assistance is contingent upon the availability of budgeted funds, the employee's successful completion of the course and adherence to the policies and procedures.

11. After May 1, 1991, employees who apply for and receive Educational Assistance toward a degree must continue employment with the Village for a period of two years following the last award of money towards the degree or be required to pay back the amount received during the two previous years on the following basis:

Less than one year worked after last award of money towards a degree - full amount paid by the Village during the previous two years preceding the last award of money;

Between one and two years worked after last award of money towards a degree - one-half the amount paid by the Village during the previous two years preceding the last award of money. (Revised 3-91) No reimbursement shall be required in the event of the death or total disability of the employee. (Revised 2-96)

12. Expenses such as student fees, matriculation fees, lab fees, parking, mileage, etc. shall not be part of the Educational Assistance Program. (Revised 3-91)(Revised 2-08)

APPENDIX D

Wage rates

| GENERAL UTILITY WORKER I (PART TIME) | | | | |
|--------------------------------------|-----------------------|----------|----------|----------|
| Fiscal Year | Currently Hourly Rate | FY 13-14 | FY 14-15 | FY 15-16 |
| 1 | \$13.48 | \$13.78 | \$14.06 | \$14.34 |
| 2 | \$13.88 | \$14.19 | \$14.48 | \$14.77 |
| 3 | \$14.28 | \$14.60 | \$14.89 | \$15.19 |
| 4 | \$14.68 | \$15.01 | \$15.31 | \$15.62 |
| 5 | \$15.08 | \$15.42 | \$15.73 | \$16.04 |
| 6 | \$15.48 | \$15.83 | \$16.14 | \$16.47 |
| 7 | \$15.88 | \$16.24 | \$16.56 | \$16.89 |
| 8 | \$16.28 | \$16.65 | \$16.98 | \$17.32 |
| 9 | \$16.68 | \$17.06 | \$17.40 | \$17.74 |
| 10 | \$17.08 | \$17.46 | \$17.81 | \$18.17 |
| 11 | \$17.48 | \$17.87 | \$18.23 | \$18.60 |
| 12 | \$17.88 | \$18.28 | \$18.65 | \$19.02 |


| GENERAL UTILITY WORKER I (FULL TIME) | | | | |
|--------------------------------------|-----------------------|----------|----------|----------|
| Fiscal Year | Currently Hourly Rate | FY 13-14 | FY 14-15 | FY 15-16 |
| 1 | \$16.86 | \$17.24 | \$17.58 | \$17.94 |
| 2 | \$17.40 | \$17.79 | \$18.15 | \$18.51 |
| 3 | \$17.94 | \$18.34 | \$18.71 | \$19.08 |
| 4 | \$18.47 | \$18.89 | \$19.26 | \$19.65 |
| 5 | \$19.01 | \$19.44 | \$19.83 | \$20.22 |
| 6 | \$19.55 | \$19.99 | \$20.39 | \$20.80 |
| 7 | \$20.09 | \$20.54 | \$20.95 | \$21.37 |
| 8 | \$20.63 | \$21.09 | \$21.52 | \$21.95 |
| 9 | \$21.17 | \$21.65 | \$22.08 | \$22.52 |
| 10 | \$21.71 | \$22.20 | \$22.64 | \$23.10 |
| 11 | \$22.25 | \$22.75 | \$23.21 | \$23.67 |
| 12 | \$22.79 | \$23.30 | \$23.77 | \$24.24 |

| GENERAL UTILITY WORKER II | | | | |
|---------------------------|-----------------------|----------|----------|----------|
| Fiscal year | Currently Hourly Rate | FY 13-14 | FY 14-15 | FY 15-16 |
| 1 | \$20.73 | \$21.20 | \$21.62 | \$22.05 |
| 2 | \$21.49 | \$21.97 | \$22.41 | \$22.86 |
| 3 | \$22.24 | \$22.74 | \$23.20 | \$23.66 |
| 4 | \$23.00 | \$23.52 | \$23.99 | \$24.47 |
| 5 | \$23.76 | \$24.29 | \$24.78 | \$25.28 |
| 6 | \$24.51 | \$25.06 | \$25.56 | \$26.07 |
| 7 | \$25.27 | \$25.84 | \$26.36 | \$26.88 |
| 8 | \$26.02 | \$26.61 | \$27.14 | \$27.68 |
| 9 | \$26.78 | \$27.38 | \$27.93 | \$28.49 |
| 10 | \$27.53 | \$28.15 | \$28.71 | \$29.29 |
| 11 | \$28.29 | \$28.93 | \$29.51 | \$30.10 |
| 12 | \$29.04 | \$29.69 | \$30.29 | \$30.89 |

| ASSISTANT WATER OPERATOR IN CHARGE | | | | |
|------------------------------------|-----------------------|----------|----------|----------|
| Fiscal Year | Currently Hourly Rate | FY 13-14 | FY 14-15 | FY 15-16 |
| 1 | \$22.86 | \$23.37 | \$23.84 | \$24.32 |
| 2 | \$23.79 | \$24.33 | \$24.81 | \$25.31 |
| 3 | \$24.73 | \$25.29 | \$25.79 | \$26.31 |
| 4 | \$25.66 | \$26.24 | \$26.76 | \$27.30 |
| 5 | \$26.60 | \$27.20 | \$27.74 | \$28.30 |
| 6 | \$27.53 | \$28.15 | \$28.71 | \$29.29 |
| 7 | \$28.47 | \$29.11 | \$29.69 | \$30.29 |
| 8 | \$29.40 | \$30.06 | \$30.66 | \$31.28 |
| 9 | \$30.34 | \$31.02 | \$31.64 | \$32.28 |
| 10 | \$31.28 | \$31.98 | \$32.62 | \$33.28 |
| 11 | \$32.21 | \$32.93 | \$33.59 | \$34.27 |
| 12 | \$33.15 | \$33.90 | \$34.57 | \$35.27 |

APPENDIX E

No employee shall receive any pay increase prior to May 1, 2013. As of May 1, 2013, all employees covered by this Agreement shall be slotted into the pay step in the Pay Schedule (Appendix D) in the "Current" column that is next highest to the employee's then current actual pay. Thereafter, the employee shall move horizontally to the column entitled May 1, 2013, and shall move vertically on his or her anniversary date, contingent on evaluation as set forth in Section 17.1 of the Agreement. This Appendix shall be removed from the Agreement after the initial slotting is completed.

| | | | | | |
|---|---------------------------------------|------------------|------------|----------------|------------------------|
|  Illinois Department of Transportation Local Agency Agreement for Federal Participation | Local Agency Village of Burr Ridge | State Contract | Day Labor | Local Contract | RR (Circle Applicable) |
| | Section 11-00045-00-RS | Plan Type STP | TEP Number | | |

| | | | | | |
|--------------|----------------|-------------|----------------|--------------|----------------|
| Construction | | Engineering | | Right-of-Way | |
| Job Number | Project Number | Job Number | Project Number | Job Number | Project Number |
| C-91-101-12 | M-9003(869) | | | | |

8E

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

Location

Local Name Madison Street Route FAU 2674 Length 8,645 feet
 Termini 91st Street and 79th Street

Current Jurisdiction Village of Burr Ridge Existing Structure No. N/A

Project Description

The work consists of a functional overlay, between 91st Street and 79th Street including the pavement widening, installation of curb and gutter, storm sewer, and sidewalk on the east side between 89th and 87th Streets. ADA ramps will be installed at each existing roadway crossing and other work necessary to complete the project in accordance with the plans, Standard Specifications, and Special Provisions.

Division of Cost

| Type of Work | FHWA | % | STATE | % | LA | % | Total |
|--------------------------------|------------|----|-------|---|------------|----|------------|
| Participating Construction | \$335,370 | 70 | | | 203,366 | 30 | \$538,736 |
| Non-Participating Construction | | | | | | | |
| Preliminary Engineering | | | | | | | |
| Construction Engineering | | | | | | | |
| Right of Way | | | | | | | |
| Railroads | | | | | | | |
| Utilities | | | | | | | |
| Materials | | | | | | | |
| TOTAL | \$ 335,370 | | \$ | | \$ 203,366 | | \$ 538,736 |

* Maximum FHWA (STU) participation 70%. Not to Exceed \$335,370.

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.
 If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.
 The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

Local Agency Appropriation

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

Method of Financing (State Contract Work)

METHOD A—Lump Sum (80% of LA Obligation) _____
 METHOD B—_____ Monthly Payments of _____
 METHOD C—LA's Share Balance divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Agreement Provisions

THE LA AGREES

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the LA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LA, and STATE and the FHWA, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the LA agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement).
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LA will pay to the STATE, in lump sum, an amount equal to 80% of the LA's estimated obligation incurred under this Agreement, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the LA will pay to the STATE, a specified amount each month for an estimated period of months, or until 80% of the LA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LA will pay to the STATE, an amount equal to the LA's share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the LA will repay the STATE any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the LA will repay the STATE any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The LA is responsible for the payment of the railroad related expenses in accordance with the LA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LA's certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - (c) The LA shall require that the language of this certification be included in the award documents for all subawards at all times (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the LA may invoice the STATE monthly for the FHWA and/or STATE share of the costs incurred for this phase of the improvement. The LA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the LA will submit to the STATE a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (20) (Single Audit Requirements) That if the LA expends \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. LA's that expend less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE with 30 days after the completion of the audit, but no later than one year after the end of the LA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
- (26) That the LA is required to register with the Central Contractor Registration (CCR), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. If you do not have a CCR number, you must register at <https://www.bpn.gov/ccr>. If the LA, as a sub-recipient of a federal funding, receives an amount equal to or greater than \$25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LA's certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the LA to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the LA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
 - (a) To reimburse the LA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LA;
 - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE

IT IS MUTUALLY AGREED

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the LA, the LA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The LA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). In the absence of a USDOT - approved LA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.
- (4) In cases where the STATE is reimbursing the LA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (5) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location Map

(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all exhibits indicated above.

APPROVED

Local Agency

Name of Official (Print or Type Name)

Title (County Board Chairperson/Mayor/Village President/etc.)

(Signature)

Date

The above signature certifies the agency's TIN number is _____
conducting business as a Governmental
Entity.

DUNS Number _____

NOTE: If signature is by an APPOINTED official, a resolution
authorizing said appointed official to execute this agreement is
required.

APPROVED

State of Illinois
Department of Transportation

Ann L. Schneider, Secretary of Transportation

Date

By _____

(Delegate's Signature)

(Delegate's Name - Printed)

William R. Frey, Interim Director of Highways/Chief Engineer

Date

Ellen J. Schmale-Haskins, Chief Counsel

Date

Matthew R. Hughes, Director of Finance and Administration

Date



8G

YOUR TOTAL HVAC COMPANY

150 E. St. Charles Rd, Suite D, Carol Stream, IL 60188

PHONE: (630) 668-8111

FAX: (630) 668-8120

EMAIL: kcw.service@kwcglobal.net

January 7, 2013

Bradley Carr
(Operations Supervisor)
Village of Burr Ridge
Department of Public Works
451 Commerce St.
Burr Ridge, IL 60527

RE: OFFICE RTU REPLACEMENT

Dear Bradley,

We appreciate the opportunity to provide this quote. As per your request, below is a price to replace the unit and includes all required material and labor for a complete job.

KCW Recommends:

- Disconnect gas, electric and all attached antennas, and prepare for replacement
- Check the existing ductwork and secure to the roof curb if required
- Reclaim all existing R-22 refrigerant following EPA approved methods
- Crane lift existing unit off roof and discard
- Supply and crane lift new unit onto roof, set on existing curb and seal as required (Carrier #48TCED14A3A6-0A0A0) (12.5 Tons, Gas heat, Electric Cool)
- Supply and install OEM economizer and wire into unit controls
- Adapt, extend and re-pipe gas line to new unit
- Supply and install new electrical disconnect safety switch and required fittings
- Install PVC drain line and trap
- Start up and test new system operation
- Clean up all related debris

TOTAL INSTALLED PRICE:

\$12,682.00

APPROVED: _____

INITIALS

Warranties: One (1) year parts and labor, Five (5) years on compressor, Ten (10) years on heat exchanger

NOTE: This job will require a 50% deposit prior to the start of the job. The remaining balance will be due under our normal (30 days net) terms and conditions. Upon acceptance, we will send an invoice for the deposit.

Continued on next page

If you have any questions or need further information, please contact me directly.

Sincerely,

KCW ENVIRONMENTAL CONDITIONING, INC.

Darrell Castleman

Service Supervisor

Payment terms are Net 30 unless other arrangements are made in advance and agreed upon by both parties. Accounts paid late are subject to a 2% per month charge on the total unpaid balance. In addition, in the event customer fails to make timely payment of any invoice amount, said customer shall be liable for reasonable cost incurred in collection efforts of any sums due and owing KCW Inc., including, but not limited to Attorney Fees, Lien Fees, Court Costs and expert witness fees incurred hereunder. It is mutually agreed that all material hereinafter shall remain the property of KCW Inc., until all payments specified herein have been made in full and that KCW Inc. may regain possession thereof without notice to customer upon default in any of the payments specified herein. Customer hereby authorizes KCW Inc., to enter on the premises and land where said materials are located and to carefully remove same without liability to KCW Inc. Please note we do not assume responsibility for damage incurred when moving equipment.

Signing below indicates approval of above quoted work, price, terms and conditions. Please fax signed copy to KCW office.

Signature: _____ Date: _____

Title: _____ PO #: _____

**RETURN WITH BID****CONTRACTOR'S SUBSTANCE ABUSE PREVENTION CERTIFICATION**

The Substance Abuse Prevention on Public Works Act, Public Act 95-0635, prohibits the use of drugs and alcohol, as defined in the Act, by employees of the Contractor and by employees of all approved Subcontractors while performing work on a public works project. The Contractor/Subcontractor herewith certifies that it has a superseding collective bargaining agreement or makes the public filing of its written substance abuse prevention program for the prevention of substance abuse among its employees who are not covered by a collective bargaining agreement dealing with the subject as mandated by the Act.

The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has signed collective bargaining agreements that are in effect for all of its employees, and that deal with the subject matter of Public Act 95-0635.

Dated: JANUARY 7, 2013Contractor: KOW Environmental CondBy: [Signature]

(Signature)

Title: PRESIDENT

STATE OF ILLINOIS)

COUNTY OF KANE) -SS

I, the undersigned, a Notary Public in and for the State and County aforesaid, hereby certify that LOUIS J KOBLEY (Name of Signatory) appeared before me this day in person and, being first duly sworn on oath, acknowledge that he/she executed the foregoing certifications as his/her free act and deed.

Dated: JANUARY 7, 2013Wendy J Mueller
(Notary Public)

(NOTARY SEAL)





RETURN WITH BID

CONTRACTOR'S SEXUAL HARASSMENT POLICY CERTIFICATION

KCW Environmental Conditioning Inc ("Contractor"),
hereby certifies that said Contractor has a written sexual harassment policy in place in full
compliance with 775 ILCS 5/2-105(A)(4).

Dated: January 7, 2013Contractor: KCW Environmental CondBy: 
(Authorized Agent of Contractor)Title: PRESIDENTSTATE OF ILLINOIS)
COUNTY OF KANE -SS

I, the undersigned, a Notary Public in and for the State and County aforesaid, hereby
certify that Louis J. Kohley (Name of Signatory) appeared
before me this day in person and, being first duly sworn on oath, acknowledged that he/she
executed the foregoing certification as his/her free act and deed.

Dated: JANUARY 7, 2013
(Notary Public)

(NOTARY SEAL)





RETURN WITH BID

CONTRACTOR'S TAX DELINQUENCY CERTIFICATION

As required under 65 ILCS 5/11-42.1-1, provisions require that the Contractor certify that there are no delinquent taxes outstanding that are otherwise due the Department of Revenue unless they are being contested in accordance with established procedures. The undersigned official of the Contractor hereby certifies that there are no violations of the aforementioned act or if violations do exist, they are being contested properly.

Dated: January 7, 2013Contractor: KCW Environmental ConslBy: [Signature]

(Signature)

Title: PRESIDENT

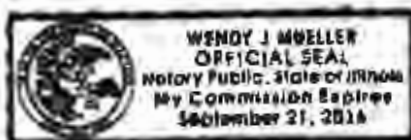
STATE OF ILLINOIS)

COUNTY OF KANE) -SS

I, the undersigned, a Notary Public in and for the State and County aforesaid, hereby certify that Louis J Kohley (Name of Signatory) appeared before me this day in person and, being first duly sworn on oath, acknowledge that he/she executed the foregoing certifications as his/her free act and deed.

Dated: January 7, 2013[Signature]
(Notary Public)

(NOTARY SEAL)





Apprenticeship or Training Program Certification

Return with Bid

| | |
|--------------|------------------------------|
| Project | <u>HVAC</u> |
| County | <u>Cook and DuPage</u> |
| Local Agency | <u>Village of Burr Ridge</u> |
| Section | <u>N/A</u> |

All contractors are required to complete the following certification:

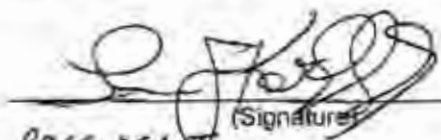
- ☒ For this contract proposal or for all groups in this deliver and install proposal.
- ☐ For the following deliver and install groups in this material proposal:

Illinois State Law requires completion of this document. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidders' subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

- I. Except as provided in paragraph IV below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
- II. The undersigned bidder further certifies for work to be performed by subcontract that each of its subcontractors submitted for approval either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.
- III. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

- IV. Except for any work identified above, any bidder or subcontractor that shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforce and positions of ownership. ☐

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Village at any time before or after award may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. In order to fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

Bidder: KCW Environmental Conditioning Inc. By: 

Address: 150 E. ST CHARLES RD STE 150 CAROL
STREAM IL
60188

Title: PRESIDENT

(Signature)

KCW ENVIRONMENTAL CONDITIONING, INC. - CUSTOMER REFERENCES*(Updated January 8, 2013)*

Rick Krywakowski
 GLEN ELLYN STORAGE
 185 FULLERTON AVE
 CAROL STREAM, IL 60188
 630-344-5222

Bob Camp
 BRONSON & BRATTON, INC.
 220 SHORE DRIVE
 BURR RIDGE, IL 60527
 630-980-1815

Tim Tomczak
 COMMUNITY CONSOLIDATED SCHOOL
 DISTRICT #89
 22 W. 600 BUTTERFIELD RD.
 GLEN ELLYN, IL 60137
 630-546-3844

Emile Canor
 M&M ORTHOPAEDICS
 4115 S. Fairview Avenue
 Downers Grove, IL 60515
 630-968-1881

Todd Reese (Director of Parks)
 DOWNERS GROVE PARK DISTRICT
 2455 W. WARRENVILLE RD.
 DOWNERS GROVE, IL 60515-1726
 630-963-1304

Eric Harris / John Harper
 FIRST BAPTIST CHURCH (EAST CAMPUS)
 2300 SOUTH STREET
 GENEVA, IL 60134
 630-232-7068

Eric Harris / John Harper
 FIRST BAPTIST CHURCH (WEST CAMPUS)
 3435 KESLINGER RD
 GENEVA, IL 60134
 630-232-7068
 630-620-5700

Sue Markowski
 FIRST CONGREGATIONAL CHURCH
 535 FOREST
 GLEN ELLYN, IL 60137
 630-469-3896

Stacie Barnes
 FIRST PRESBYTERIAN
 CHURCH OF GLEN ELLYN
 500 ANTHONY ST.
 GLEN ELLYN, IL 60137
 630-469-2007

Bob Cowser
 FIRST UNITED METHODIST
 CHURCH OF GLEN ELLYN
 424 FOREST AVENUE
 GLEN ELLYN, IL 60137
 630-645-0191

Greg Barton, Wendy Przytuln
 GENESIS FINANCIAL GROUP
 CROSSB LBL, MT 48138
 SOCIAL SECURITY OFFICES
 HILLSIDE IL and MILWAUKEE, WI
 800-546-2630

Dr. Bushes
 GLEN ELLYN ANIMAL HOSP. & YORKVILLE HOSP.
 21 S. PARK BLVD
 GLEN ELLYN, IL 60137
 630-459-7400

Jeff Gerk (Director of Buildings and Grounds)
 BENSBALE SOUTH HIGH SCHOOL
 7401 CLARENDON HILLS
 DARIEN, IL 60559
 630-887-1730

Jerry Jarwicz
 N.O.B.O. (Home Owners Bargain Outlet)
 Multiple Locations
 2650 BELVIDERE
 WAUKEGAN, IL 60085
 847-263-1240

Dan Hess
 KEY INVESTMENT & MANAGEMENT
 Multiple Properties
 1263 S. HIGHLAND AVE., SUITE 2W
 LOMBARD, IL 60148
 630-932-5757

Keith Steindel
 VILLAGE OF LOMBARD
 All Public Buildings
 235 E. WILSON
 LOMBARD, IL 60148
 630-620-5750

Laura Fontana, Property Manager
 LOMBARD STATION CONDOMINIUMS
 31 E. GROVE AVENUE
 LOMBARD, IL 60148
 630-832-7300 (Frank's Roof Etcetera)

Tony Mulasco
 LOMBARD TOWER CONDOMINIUMS
 33 N. MAIN STREET
 LOMBARD, IL 60148
 630-261-0659

KCM ENVIRONMENTAL CONDITIONING CUSTOMER REFERENCES CONTINUED

Thomas Nagelli
IBJI IL BONE & JOINT
(2 Separate MRI Facilities)
9000 Waukegan Road
Morton Grove, IL 60053
847-729-6021

Lowell Stremart
TOWN & COUNTRY DISTRIBUTORS
1050 W. ARDMORE AVE. and
1000 HOLLYWOOD DRIVE
ITASCA, IL 60148
610-210-8827

Bob Clark
NORTHWESTERN FLAVORS, LLC
(WRIGLEY COMPANY)
120 NORTH AURORA ST.
WEST CHICAGO, IL 60185
630-876-5000

Patrick Rooney
KIMCO PROPERTY MANAGEMENT
10000 W. HIGGINS ROAD, SUITE 408
ROSEMONT, IL 60016
847-294-6416

Al Koller Jr
OMRON ELECTRONICS, INC.
55 E. COMMERCE DRIVE
SCHAUMBURG, IL 60173
847-735-7003

Beth (Director of Operations)
HINSDALE ORTHOPEDICS & ASSOC.
550 OGDEN AVENUE
HINSDALE, IL 60521
630.640-9770

Richard Thois
P.A.E.C.
(Proviso Area for Exceptional Children)
1000 VAN BUREN STREET and
1636 10TH AVENUE
MAYWOOD, IL 60153
708-430-2100

Carol Noyak
FIRST BAPTIST CHURCH OF WHEATON
1310 NORTH MAIN STREET
WHEATON, IL 60187
630-665-0330

Joe Boyd
DONTAR PAPER COMPANY
350 S. ROHLWIND RD.
ADDISON, IL 60101
630-932-7542

Cheri Reid
HUNTINGTON LEARNING CENTER
9415 SKOKIS BLVD.
SKOKIE, IL 60077
847-675-8651

Bob Cornea / Chris Grossman
ST. BARNABAS EPISCOPAL CHURCH
22 W 415 BUTTERFIELD RD
GLEN ELLYN, IL 60137

Peter Gulyas
BERWYN MOOSE LODGE
3625 South Harlem Avenue
Berwyn, IL 60402
708-788-8988

Don Gawel
DICKSON COMPANY
937 WESTWOOD AVENUE
ADDISON, IL 60101-4997

Adrian Talip (Facilities Manager)
STONEBRIDGE COUNTRY CLUB
2705 STONEBRIDGE BLVD.
AURORA, IL 60514

John Phelan (Owner)
PHELAN CHEVROLET
4000 S. HARLEM AVENUE
LYONS, IL 60534
708-442-4000

Henry Billie
TECHNOLOGY CONSULTING GROUP
266 LINDEN RD.
BARRINGTON, IL 60010
630-841-8833

John Phelan (Owner)
PHELAN DODGE
1850 LaGRANGE RD.
COUNTRYSIDE, IL 60525
708-352-9300

Miko Mikoola / Ed Komer
TEMCO MACHINERY
1801 N. FARNSWORTH
AURORA, IL 60103
630-978-5151

8H

**VILLAGE OF BURR RIDGE
BOARD COMMITTEES
(as of 1/11/13)**

BOARD OF LOCAL IMPROVEMENTS

Bob Sodikoff, Chairperson
Bob Grela
Len Ruzak
Karen Thomas, Secretary

WATER COMMITTEE

Al Paveza, Chairperson
Maureen Wott
John Manieri

PERSONNEL COMMITTEE

Bob Sodikoff, Chairperson
Al Paveza
John Manieri

STREET POLICY COMMITTEE

Len Ruzak, Chairperson
Bob Grela
Guy Franzese

**ECONOMIC DEVELOPMENT
COMMITTEE**

John Manieri, Chairperson
Bob Sodikoff
Ron Santo
Josephine Goetz
Michael Donahue
Sheryl Kern
Zachary Mottl
1 VACANCY

STORMWATER COMMITTEE

Maureen Wott, Chairperson
Al Paveza
Len Ruzak
Wayne Mrjenovich
William Wilcox
Nancy Montelbano

SPACE NEEDS COMMITTEE

Bob Grela, Chairperson
Al Paveza
Len Ruzak
Greg Trzupek

PUBLIC SAFETY COMMITTEE

Al Paveza, Chairperson
Len Ruzak
John Manieri
Marvin Dyson

**DOWNTOWN BURR RIDGE SUB-AREA
PLAN COMMITTEE**

Bob Sodikoff, Chairperson
Ron Santo
Greg Trzupek
Mike Donahue
Chris Cronin
Steve Napleton
Aristotle Halikias

**DOWNTOWN EVENTS PLANNING
COMMITTEE**

Maureen Wott, Chairperson
Lavonne Campbell
Suzanne Gray
Dehn Grunsten
Jane Hopson
Gaye Wagner
Joan Ruzak



8I

**WILLOWBROOK/BURR RIDGE
CHAMBER OF COMMERCE AND INDUSTRY
8340 SOUTH MADISON STREET BURR RIDGE, IL 60527
TEL 630.654.0909 FAX 630.654.0912
www.wbbrcchamber.org**

January 3, 2013

Mr. Steven Stricker, Village Administrator
Village of Burr Ridge
7660 South County Line Road
Burr Ridge, IL 60527

Re: Temporary signage for the -
Business Expo being held March 6, 2013
Cruise '66 Fest being held August 2013

The Willowbrook/Burr Ridge Chamber of Commerce and Industry requests authorization to place temporary promotional signs for the events as follows:

Freestanding, tent frame style signs, no larger than 4' x 4'.
Placed no more than 21 days prior to the day of the event.
Removed no later than three days after the event.

Locations of signs:

MB Financial - 83rd and Madison Streets (Southwest corner)
Village Hall property along County Line Road (North side)
Burr Ridge United Church of Christ - Plainfield Road and County Line Road (Northwest corner)

Verbal permission has been received from property owners as of this date. If you have any questions, please do not hesitate to contact me at the Chamber office, 630-654-0909. Thank you again for your continued cooperation and support.

Respectfully submitted,

Cheryl Collins, Executive Director

cc

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VILLAGE OF BURR RIDGE

ACCOUNTS PAYABLE APPROVAL REPORT

BOARD DATE: 01/14/13

PAYMENT DATE: 01/15/13

FISCAL 12-13

| FUND | FUND NAME | PRE-PAID | PAYABLE | TOTAL AMOUNT |
|-----------------|-----------------------------|-----------------|---------------------|---------------------|
| 10 | General Fund | 374.71 | 334,699.43 | 335,074.14 |
| 21 | E-911 Fund | | 2,359.81 | 2,359.81 |
| 23 | Hotel/Motel Tax Fund | | 23,456.46 | 23,456.46 |
| 24 | Places of Eating Tax | | 16.95 | 16.95 |
| 31 | Capital Improvements Fund | | 73,194.37 | 73,194.37 |
| 32 | Sidewalks/Pathway Fund | | 585.00 | 585.00 |
| 51 | Water Fund | | 225,460.11 | 225,460.11 |
| 52 | Sewer Fund | | 1,361.65 | 1,361.65 |
| 61 | Information Technology Fund | | 8,762.93 | 8,762.93 |
| TOTAL ALL FUNDS | | <u>\$374.71</u> | <u>\$669,896.71</u> | <u>\$670,271.42</u> |

PAYROLL

PAY PERIOD ENDING DECEMBER 8, 2012
DECEMBER 22, 2012 AND JANUARY 5, 2013

| | TOTAL PAYROLL |
|-----------------------|-----------------------|
| Legislation | 2,838.88 |
| Administration | 53,041.12 |
| Community Development | 28,588.19 |
| Finance | 25,938.33 |
| Police | 389,610.70 |
| Public Works | 78,259.95 |
| Water | 76,762.12 |
| Sewer | 24,668.56 |
| IT Fund | 245.45 |
| TOTAL | <u>\$679,953.30</u> |
| GRAND TOTAL | <u>\$1,350,224.72</u> |

User: mcarman
DB: Burr Ridge

EXP CHECK RUN DATES 12/14/2012 - 01/05/2013
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

| GL Number | Invoice Line Desc | Vendor | Invoice Date | Invoice | Amount |
|---|------------------------------------|----------------------------|--------------|----------|------------------|
| Fund 10 General Fund | | | | | |
| Dept 1010 Boards & Commissions | | | | | |
| 10-1010-50-5010 | Reimb- legal services-Oct'12 | Klein, Thorpe & Jenkins | 11/27/12 | 00000000 | 67.50 |
| 10-1010-50-5010 | General legal services-Oct'12 | Klein, Thorpe & Jenkins | 11/27/12 | 00000000 | 2,298.40 |
| 10-1010-50-5010 | Legal/collective bargaining-Oct' | Klein, Thorpe & Jenkins | 11/27/12 | 00000000 | 1,460.20 |
| 10-1010-50-5010 | BPPC legal-Oct'12 | Klein, Thorpe & Jenkins | 11/27/12 | 00000000 | 76.00 |
| 10-1010-50-5010 | Legal/Involuntary Annexation/Com | Klein, Thorpe & Jenkins | 11/27/12 | 00000000 | 950.00 |
| 10-1010-50-5015 | Ordinance prosecution-Dec'12 | Linda S. Pieczynski | 12/31/12 | 00000000 | 754.00 |
| 10-1010-50-5025 | BRM permit #255000 renewal-Jan'1 | Postmaster | 01/02/13 | 00000000 | 190.00 |
| 10-1010-50-5030 | Telephone-Dec'12 | Call One | 12/15/12 | 00000000 | 50.05 |
| 10-1010-50-5030 | Cell phone bill-Dec12 | Verizon Wireless | 12/21/12 | 00000000 | 15.97 |
| 10-1010-50-5040 | Letterhead/500-Dec'12 | Minuteman Press | 12/20/12 | 00000000 | 118.47 |
| 10-1010-60-6010 | Gavel & sounding block-Dec12 | Mb Financial Card Service | 12/24/12 | 00000000 | 80.19 |
| 10-1010-60-6010 | Signature stamp/Sodikoff-Dec12 | Mb Financial Card Service | 12/24/12 | 00000000 | 26.88 |
| 10-1010-80-8010 | Public/Employee Relations | Brookhaven Marketplace | 12/12/12 | 00000000 | 144.71 |
| 10-1010-80-8010 | 2012 Christmas luncheon | Barbara Popp | 12/12/12 | 00000000 | 25.91 |
| 10-1010-80-8010 | Retirement party exp-Dec'12 | Barbara Popp | 12/12/12 | 00000000 | 12.51 |
| 10-1010-80-8010 | Christmas luncheon(adm,cd,fin,pd | Mb Financial Card Service | 12/24/12 | 00000000 | 200.00 |
| 10-1010-80-8010 | Get well plant/Paveza-Dec'12 | Vince's Flowers & Landscap | 12/04/12 | 00000000 | 77.95 |
| 10-1010-80-8020 | Rel of lien/7425 Arbor Ln-Nov12 | Cook County Recorder of De | 11/30/12 | 00000000 | 40.60 |
| 10-1010-80-8020 | Red Blat of Dedication/8000 Nami | DuPage County Recorder | 12/18/12 | 00000000 | 52.30 |
| 10-1010-80-8020 | Red lein rel/7330 Hamilton-Dec12 | DuPage County Recorder | 12/26/12 | 00000000 | 24.00 |
| 10-1010-80-8020 | Red annex/15W580 W Frntg Rd-Dec1 | DuPage County Recorder | 12/18/12 | 00000000 | 91.00 |
| 10-1010-80-8020 | Front counter camera(V Clerk use | Village of Burr Ridge | 12/19/12 | 00000000 | 16.30 |
| 10-1010-80-8025 | Epl assessment testing/7-Nov'12 | Personnel Strategies, LLC | 12/16/12 | 00000000 | 4,000.00 |
| 10-1010-80-8025 | Pre-empl psych assessment/2-Dec' | Personnel Strategies, LLC | 12/15/12 | 00000000 | 1,000.00 |
| 10-1010-80-8025 | Corporal written exam/7-Dec'12 | Resource Management Associ | 12/04/12 | 00000000 | 1,229.50 |
| 10-1010-80-8030 | Video tape Board mtg=12/10/12 | Fernando Garron | 12/12/12 | 00000000 | 575.00 |
| Total for Dept 1010 Boards & Commissions | | | | | 13,585.10 |
| Dept 2010 Administration | | | | | |
| 10-2010-40-4030 | Dental insurance-Jan'13 | Delta Dental of Illinois | 01/01/13 | 00000000 | 340.92 |
| 10-2010-40-4042 | WS/BR chamber mtg/Stricker-Jan13 | Willowbrook/Burr Ridge | 01/02/13 | 00000000 | 20.00 |
| 10-2010-40-4042 | Pking exp/Chgo (prop tax sem)Str | Village of Burr Ridge | 12/19/12 | 00000000 | 35.00 |
| 10-2010-50-5025 | UPS (return IRMA video) Nov'12 | Mb Financial Card Service | 12/24/12 | 00000000 | 15.75 |
| 10-2010-50-5025 | UPS (return IRMA video-Kenilworth) | Mb Financial Card Service | 12/24/12 | 00000000 | 15.20 |
| 10-2010-50-5030 | Telephone-Dec'12 | Call One | 12/15/12 | 00000000 | 325.30 |
| 10-2010-50-5030 | Memory card-Dec12 | Mb Financial Card Service | 12/24/12 | 00000000 | 37.02 |
| 10-2010-50-5030 | Phone cases-Dec12 | Mb Financial Card Service | 12/24/12 | 00000000 | 29.42 |
| 10-2010-50-5030 | Screen protectors-Dec12 | Mb Financial Card Service | 12/24/12 | 00000000 | 7.80 |
| 10-2010-50-5030 | Cell phone bill/2-Dec12 | Verizon Wireless | 12/21/12 | 00000000 | 119.99 |
| 10-2010-60-6010 | Microcassette recorder/Stricker- | Mb Financial Card Service | 12/24/12 | 00000000 | 160.57 |
| Total for Dept 2010 Administration | | | | | 1,106.96 |
| Dept 3010 Community Development | | | | | |
| 10-3010-40-4030 | Dental insurance-Jan'13 | Delta Dental of Illinois | 01/01/13 | 00000000 | 210.46 |
| 10-3010-50-5020 | Food srvc insp/20-Jul/Sep-12/10/ | Cook County Dept of Public | 12/10/12 | 00000000 | 1,200.00 |
| 10-3010-50-5020 | Elevator re-inspections/5-Dec'12 | Elevator Inspection Servi | 12/04/12 | 00000000 | 192.00 |
| 10-3010-50-5020 | Elevator re-inspection/1-Dec'12 | Elevator Inspection Servi | 12/06/12 | 00000000 | 32.00 |
| 10-3010-50-5020 | Elevator re-inspection/1-Dec'12 | Elevator Inspection Servi | 12/21/12 | 00000000 | 32.00 |
| 10-3010-50-5030 | Telephone-Dec'12 | Call One | 12/15/12 | 00000000 | 506.46 |
| 10-3010-50-5030 | Memory card-Dec12 | Mb Financial Card Service | 12/24/12 | 00000000 | 37.02 |

User: SCARMAN
DB: Burr RidgeEXP CHECK RUN DATES 12/14/2012 - 01/05/2013
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

| GL Number | Invoice Line Desc | Vendor | Invoice Date | Invoice | Amount |
|---|----------------------------------|----------------------------|--------------|------------|------------|
| Fund 10 General Fund | | | | | |
| Dept 3010 Community Development | | | | | |
| 10-3010-50-5030 | Screen protectors-Dec12 | Mb Financial Card Services | 12/24/12 | 1244/Dec12 | 7.80 |
| 10-3010-50-5030 | Phone case-Dec12 | Mb Financial Card Services | 12/24/12 | 1244/Dec12 | 29.42 |
| 10-3010-50-5030 | Cell phone bill/2-Dec12 | Verizon Wireless | 12/21/12 | 1244/Dec12 | 123.18 |
| 10-3010-50-5035 | Public hearing annex note-Dec12 | Suburban Life Media | 12/21/12 | 1244/Dec12 | 436.76 |
| 10-3010-50-5075 | B&F plan rvs/415 Rockwell-Dec12 | B & F Technical Code Serv | 12/06/12 | 1244/Dec12 | 1,564.87 |
| 10-3010-50-5075 | B&F Inspections-Nov'12 | B & F Technical Code Serv | 11/30/12 | 1244/Dec12 | 5,717.46 |
| 10-3010-50-5075 | B&F plan rvs/8320 Madison-Dec12 | B & F Technical Code Serv | 12/20/12 | 1244/Dec12 | 150.00 |
| 10-3010-50-5095 | DMorris inspections-Dec'12 | Don Morris Architects P.C. | 11/30/12 | 1244/Dec12 | 2,810.00 |
| 10-3010-50-5095 | DMorris plan reviews-Dec'12 | Don Morris Architects P.C. | 11/30/12 | 1244/Dec12 | 2,880.00 |
| 10-3010-60-6020 | Gasoline/56.0 gal-Aug/Nov12 | DuPage County Public Works | 11/19/12 | 1244/Dec12 | 191.46 |
| Total For Dept 3010 Community Development | | | | | 16,114.89 |
| Dept 4010 Finance | | | | | |
| 10-4010-40-4030 | Dental insurance-Jan'13 | Delta Dental of Illinois | 01/01/13 | 1244/Dec12 | 118.85 |
| 10-4010-40-4042 | WB/BR chamber mtg/Sapp-Jan13 | Willowbrook/Burr Ridge | 01/02/13 | 1244/Dec12 | 20.00 |
| 10-4010-50-5025 | Postage (returned cases) Dec12 | Mb Financial Card Services | 12/24/12 | 1244/Dec12 | 5.73 |
| 10-4010-50-5030 | Telephone-Dec'12 | Cell One | 12/15/12 | 1244/Dec12 | 250.23 |
| 10-4010-50-5030 | Memory card-Dec12 | Mb Financial Card Services | 12/24/12 | 1244/Dec12 | 35.98 |
| 10-4010-50-5030 | Phone case-Dec12 | Mb Financial Card Services | 12/24/12 | 1244/Dec12 | 29.41 |
| 10-4010-50-5030 | Screen protectors-Dec12 | Mb Financial Card Services | 12/24/12 | 1244/Dec12 | 7.76 |
| 10-4010-50-5030 | Cell phone bill-Dec12 | Verizon Wireless | 12/21/12 | 1244/Dec12 | 69.99 |
| 10-4010-50-5040 | #901-5650 W2 6pt laser form/lpk | Quill Corporation | 12/13/12 | 1244/Dec12 | 22.37 |
| 10-4010-50-5040 | #901-5201 W2 Copy A Fed11 IRS/3p | Quill Corporation | 12/13/12 | 1244/Dec12 | 18.84 |
| 10-4010-50-5040 | #901-5202 W2 Copy B laser form/3 | Quill Corporation | 12/13/12 | 1244/Dec12 | 18.84 |
| 10-4010-50-5040 | #901-5203 W2 Copy C laser form/3 | Quill Corporation | 12/13/12 | 1244/Dec12 | 18.84 |
| 10-4010-50-5040 | #901-5204 W2 Copy 1/Copy B Lar F | Quill Corporation | 12/13/12 | 1244/Dec12 | 18.84 |
| 10-4010-50-5040 | #901-6666-2 W2 Self seal envs/lp | Quill Corporation | 12/13/12 | 1244/Dec12 | 18.91 |
| 10-4010-50-5040 | #901-6105 1099M 5pt laser form/1 | Quill Corporation | 12/13/12 | 1244/Dec12 | 17.63 |
| 10-4010-50-5040 | #901-5140 1099R Copy A form/lpk | Quill Corporation | 12/18/12 | 1244/Dec12 | 5.16 |
| 10-4010-50-5040 | #901-5141 1099R Copy B form/lpk | Quill Corporation | 12/18/12 | 1244/Dec12 | 5.16 |
| 10-4010-50-5040 | #901-5142 1099R Copy C form/lpk | Quill Corporation | 12/18/12 | 1244/Dec12 | 5.16 |
| 10-4010-50-5040 | #901-5143 1099R Copy D form/lpk | Quill Corporation | 12/18/12 | 1244/Dec12 | 5.16 |
| 10-4010-50-5060 | FY11-12 audit progress bill/Dec1 | Sikich LLP | 12/14/12 | 1244/Dec12 | 1,839.00 |
| 10-4010-60-6000 | Phone screen protector-Dec'12 | Village of Burr Ridge | 12/19/12 | 1244/Dec12 | 9.74 |
| Total For Dept 4010 Finance | | | | | 2,542.60 |
| Dept 4020 Central Services | | | | | |
| 10-4020-50-5081 | Work injury/Rolis-Dec12 | Concentra | 10/09/12 | 1244/Dec12 | 64.82 |
| 10-4020-50-5081 | FSA monthly fee-Dec'12 | Discovery Benefits | 12/15/12 | 1244/Dec12 | 83.00 |
| 10-4020-50-5081 | IRMA deductible-Nov'12 | I.R.M.A. | 11/30/12 | 1244/Dec12 | 849.04 |
| 10-4020-50-5081 | 2013 IRMA contribution-Dec'12 | IRMA | 12/12/12 | 1244/Dec12 | 231,045.60 |
| 10-4020-50-5081 | IRMA deductible-Dec'12 | I.R.M.A. | 12/31/12 | 1244/Dec12 | 487.28 |
| 10-4020-50-5085 | Mailing sys rental-Sep/Dec'12 | Pitney Bowes | 12/13/12 | 1244/Dec12 | 447.00 |
| 10-4020-60-6010 | Lunchroom supls/WH-Dec12 | Barbara Popp | 12/12/12 | 1244/Dec12 | 45.30 |
| 10-4020-60-6010 | 20min fuses-Nov'12 | Ray O'Herron Co., Inc. | 11/29/12 | 1244/Dec12 | 62.00 |
| 10-4020-60-6010 | Traffic safety vest/3-Nov'12 | Ray O'Herron Co., Inc. | 11/29/12 | 1244/Dec12 | 155.85 |
| Total For Dept 4020 Central Services | | | | | 233,239.99 |
| Dept 5010 Police | | | | | |
| 10-5010-40-4030 | Dental insurance-Jan'13 | Delta Dental of Illinois | 01/01/13 | 1244/Dec12 | 1,806.10 |

EXP CHECK RUN DATES 12/14/2012 - 01/05/2013
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

| GL Number | Invoice Line Desc | Vendor | Invoice Date | Invoice | Amount |
|----------------------|-------------------------------------|------------------------------|--------------|---------------------|----------|
| Fund 10 General Fund | | | | | |
| Dept 5010 Police | | | | | |
| 10-5010-40-4032 | Uniforms/Buccheri-Dec'12 | Ray O'Herron Co. Inc. | 12/05/12 | 000110-0112000 | 446.75 |
| 10-5010-40-4032 | Retirement badge/Phillips-Dec'12 | SymbolArts, LLC | 12/03/12 | 1204-017810000 | 85.00 |
| 10-5010-40-4032 | Freight | SymbolArts, LLC | 12/03/12 | 1302-017810000 | 10.00 |
| 10-5010-40-4040 | 2013 DCCFA membership-Madden/Vac1 | DuPage Cty Chiefs of Pol. | 12/13/12 | 0002012 | 100.00 |
| 10-5010-40-4040 | 2013 notary dues-Heller | Notaries Assn of Illinois | 01/02/13 | 010210-0 | 8.00 |
| 10-5010-40-4040 | 2013 notary dues-Henderson | Notaries Assn of Illinois | 01/02/13 | 010210-0 | 8.00 |
| 10-5010-40-4040 | 2013 notary dues-M Smith | Notaries Assn of Illinois | 01/02/13 | 010210-0 | 8.00 |
| 10-5010-40-4041 | Pre-empl phys/M Smith-Dec'12 | Concentra | 12/17/12 | 10011-0700 | 282.00 |
| 10-5010-40-4041 | Pre-empl physical/Heller-Dec'12 | Concentra | 12/25/12 | 10011-0700 | 282.00 |
| 10-5010-40-4042 | NEMRT host mtg exp-Dec'12 | Village of Burr Ridge | 12/12/12 | 0002040 | 12.97 |
| 10-5010-50-5020 | 2013 notary file fee-Heller | Illinois Secretary of State | 01/02/13 | 010210-0 | 10.00 |
| 10-5010-50-5020 | 2013 notary file fee-Henderson | Illinois Secretary of State | 01/02/13 | 010210-0 | 10.00 |
| 10-5010-50-5020 | 2013 notary file fee-M Smith | Illinois Secretary of State | 01/02/13 | 010210-0 | 10.00 |
| 10-5010-50-5020 | 2013 notary bond-Heller | Notaries Assn of Illinois | 01/02/13 | 010210-0 | 16.00 |
| 10-5010-50-5030 | 2013 notary bond-Henderson | Notaries Assn of Illinois | 01/02/13 | 010210-0 | 16.00 |
| 10-5010-50-5030 | 2013 notary bond-M Smith | Notaries Assn of Illinois | 01/02/13 | 010210-0 | 16.00 |
| 10-5010-50-5030 | Outside emerg. phone-Dec'12 | Call One | 12/15/12 | 1010107000000000000 | 25.31 |
| 10-5010-50-5030 | Telephone-Dec'12 | Call One | 12/15/12 | 1010107000000000000 | 1,376.26 |
| 10-5010-50-5030 | Screen protectors-Dec'12 | Mb Financial Card Services | 12/24/12 | 10001-Dec'000 | 7.80 |
| 10-5010-50-5030 | Phone cases-Dec'12 | Mb Financial Card Services | 12/24/12 | 10001-Dec'000 | 29.42 |
| 10-5010-50-5030 | Memory card-Dec'12 | Mb Financial Card Services | 12/24/12 | 10001-Dec'000 | 37.02 |
| 10-5010-50-5030 | Cell phone bill/6-Dec'12 | Verizon Wireless | 12/21/12 | 10001-Dec'000 | 337.11 |
| 10-5010-50-5050 | Equip. maint/#0903-Dec'12 | Public Safety Direct, Inc | 12/06/12 | 10001 | 108.50 |
| 10-5010-50-5050 | Equip. maint/#0716-Dec'12 | Public Safety Direct, Inc | 12/06/12 | 10001 | 115.50 |
| 10-5010-50-5051 | Vehicle washing-Nov'12 | Fuller's Car Wash | 11/30/12 | 12101-Nov'12 | 187.93 |
| 10-5010-50-5051 | GOP/rpl front brakes/#1011-Nov'12 | Tom & Jerry Tire & Service | 11/02/12 | 10001 | 322.69 |
| 10-5010-50-5051 | Mount/balance 4 tires/#1005-Nov'12 | Tom & Jerry Tire & Service | 11/09/12 | 10001 | 81.60 |
| 10-5010-50-5051 | GOP/rpl taillight bulb/#0508-Nov'12 | Tom & Jerry Tire & Service | 11/13/12 | 10001 | 42.38 |
| 10-5010-50-5051 | GOP/rotare tires/#0612-Nov'12 | Tom & Jerry Tire & Service | 11/26/12 | 10001 | 45.85 |
| 10-5010-50-5051 | GOP/#0903-Nov'12 | Tom & Jerry Tire & Service | 11/28/12 | 10001 | 25.45 |
| 10-5010-50-5051 | Vehicle maint/#0612-Dec'12 | Willowbrook Ford | 12/05/12 | 10001-Dec'12 | 387.28 |
| 10-5010-50-5051 | Rpl headlight/#0903-Dec'12 | Tom & Jerry Tire & Service | 12/21/12 | 10001 | 24.99 |
| 10-5010-50-5051 | GOP/#1016-Dec'12 | Tom & Jerry Tire & Service | 12/01/12 | 10001 | 25.45 |
| 10-5010-50-5051 | Rpl wiper blades/#0515-Dec'12 | Tom & Jerry Tire & Service | 12/07/12 | 10001 | 28.46 |
| 10-5010-50-5051 | GOP/#1003-Dec'12 | Tom & Jerry Tire & Service | 12/07/12 | 10001 | 25.45 |
| 10-5010-50-5051 | GOP/#1003-Dec'12 | Tom & Jerry Tire & Service | 12/07/12 | 10001 | 25.45 |
| 10-5010-50-5051 | GOP/#1304-Dec'12 | Tom & Jerry Tire & Service | 12/10/12 | 10001 | 25.45 |
| 10-5010-50-5051 | Mount/balance 4 tires/#0612-Dec'12 | Tom & Jerry Tire & Service | 12/20/12 | 10001 | 81.60 |
| 10-5010-50-5051 | GOP, mount/bal 4 tires/#1011-Dec'12 | Tom & Jerry Tire & Service | 12/28/12 | 10001 | 107.05 |
| 10-5010-50-5051 | Rpl door mirror assy/#1005-Jan'13 | Willowbrook Ford | 01/03/13 | 10001-Jan'13 | 228.40 |
| 10-5010-50-5095 | Random drug screen/Buccheri-Dec'12 | First Advantage Occupational | 11/30/12 | 10001-Dec'12 | 7.25 |
| 10-5010-50-5095 | Tow vehicle/cs#441210216-Oct'12 | Tom & Jerry Tire & Service | 10/05/12 | 10001 | 150.00 |
| 10-5010-50-5095 | Tow vehicle/cs#441211977-Nov'12 | Tom & Jerry Tire & Service | 11/20/12 | 10001 | 220.00 |
| 10-5010-50-5095 | Tow squad/unit#0716-Nov'12 | Tom & Jerry Tire & Service | 11/28/12 | 10001 | 100.00 |
| 10-5010-50-5095 | Random drug screens/6-Dec'12 | Concentra | 12/25/12 | 10011-0700 | 291.00 |
| 10-5010-60-6000 | UPS chg-11/26/12 | Village of Burr Ridge | 12/12/12 | 0002040 | 2.16 |
| 10-5010-60-6010 | 2013 notary stamp-Heller | Notaries Assn of Illinois | 01/02/13 | 010210-0 | 18.75 |
| 10-5010-60-6010 | 2013 notary stamp-Henderson | Notaries Assn of Illinois | 01/02/13 | 010210-0 | 18.75 |
| 10-5010-60-6010 | 2013 notary stamp-M Smith | Notaries Assn of Illinois | 01/02/13 | 010210-0 | 18.75 |

User: scorman

DR: Burr Ridge

EXP CHECK RUN DATES 12/14/2012 - 01/05/2013
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| GL Number | Invoice Line Desc | Vendor | Invoice Date | Invoice | Amount |
|----------------------------|--|------------------------------|--------------|--------------------|-----------|
| Fund 10 General Fund | | | | | |
| Dept 5010 Police | | | | | |
| 10-5010-60-6020 | Gasoline/7753.90gal-Aug/Nov12 | DuPage County Public Works | 11/19/12 | 10120 | 27,152.22 |
| 10-5010-60-6020 | Gasoline-12/05/12 | Village of Burr Ridge | 12/12/12 | 10010 | 17.60 |
| 10-5010-70-7000 | Part #DOM-ILECIR2, INTOX EC/IR 1 Intoximeters Inc. | | 12/10/12 | 105000-11000 | 5,875.00 |
| 10-5010-70-7000 | Part #27-9780-00, i/o DS203 A SE Intoximeters Inc. | | 12/10/12 | 105000-11000 | 175.00 |
| 10-5010-70-7000 | Part #28-0180-00, Cable DB9 F-F Intoximeters Inc. | | 12/10/12 | 105000-11000 | 10.00 |
| 10-5010-70-7020 | Pro-gard Dual Free Standing Gun | Public Safety Direct, Inc | 12/06/12 | 10401 | 445.00 |
| 10-5010-70-7020 | Pro-gard Single Free Standing Ri | Public Safety Direct, Inc | 12/06/12 | 10402 | 375.00 |
| 10-5010-70-7020 | Shipping | Public Safety Direct, Inc | 12/06/12 | 10403 | 45.00 |
| Total For Dept 5010 Police | | | | | 41,768.80 |
| Dept 6010 Public Works | | | | | |
| 10-6010-40-4030 | Dental insurance-Jan'13 | Delta Dental of Illinois | 01/01/13 | 10310-000000000000 | 531.75 |
| 10-6010-40-4032 | Uniform rental/cleaning-12/04/12 | Breens Cleaners | 12/04/12 | 10200 | 62.30 |
| 10-6010-40-4040 | Reimb/ ISA & SMA dues-Gatlin-Dec | Bary Gatlin | 12/13/12 | 10010 | 245.00 |
| 10-6010-40-4041 | Pre-empl phys/Giscan-Dec'12 | Concentra | 12/06/12 | 10010-000000000000 | 150.00 |
| 10-6010-40-4042 | Mid-Am Kort. trade show reg-2 rei | Gary Gatlin | 12/14/12 | 10010 | 70.00 |
| 10-6010-40-4042 | Flng/IRRTA mtg-May/Dec12 | Village of Burr Ridge | 12/19/12 | 10020 | 13.00 |
| 10-6010-40-4042 | Mileage to VH/From PW-Child/Nov1 | Village of Burr Ridge | 12/19/12 | 10010 | 19.98 |
| 10-6010-40-4043 | Fall'12 degree pgm/P May-Jon13 | Paul D. May | 01/03/13 | 10010 | 1,000.00 |
| 10-6010-50-5030 | PW fax line-Dec'12 | Call One | 12/15/12 | 101000000000000000 | 26.46 |
| 10-6010-50-5030 | PW phone line-Dec'12 | Call One | 12/15/12 | 101000000000000000 | 85.09 |
| 10-6010-50-5030 | Telephone/RA-Dec'12 | Call One | 12/15/12 | 101000000000000000 | 25.14 |
| 10-6010-50-5030 | Telephone-Dec'12 | Call One | 12/15/12 | 101000000000000000 | 417.05 |
| 10-6010-50-5030 | Memory card-Dec12 | Mb Financial Card Services | 12/24/12 | 10010-000000000000 | 37.62 |
| 10-6010-50-5030 | Phone cases-Dec12 | Mb Financial Card Services | 12/24/12 | 10010-000000000000 | 29.42 |
| 10-6010-50-5030 | Screen protectors-Dec12 | Mb Financial Card Services | 12/24/12 | 10010-000000000000 | 7.80 |
| 10-6010-50-5030 | Cell phone bill-Dec12 | Verizon Wireless | 12/21/12 | 101000000000000000 | 294.34 |
| 10-6010-50-5051 | Apr brakes/#27-Dec'12 | B & R Repair & Co. | 12/11/12 | 10010-000000000000 | 3,233.77 |
| 10-6010-50-5051 | Veh. safety inspection/#34-Dec12 | Courtney's Safety Lane, Inc | 12/03/12 | 10010 | 32.00 |
| 10-6010-50-5051 | Veh. safety inspection/#27-Dec12 | Courtney's Safety Lane, Inc | 12/10/12 | 10010 | 64.00 |
| 10-6010-50-5051 | Yearly vehicle 11/1 inspection/4 | Midwest Equipment Sales | 12/27/12 | 10100 | 200.00 |
| 10-6010-50-5054 | Street light maint-Nov'12 | Heade Electric Company, Inc | 11/14/12 | 10010-000000000000 | 702.03 |
| 10-6010-50-5054 | Street light maint-Oct'12 | Heade Electric Company, Inc | 11/26/12 | 10010-000000000000 | 3,847.00 |
| 10-6010-50-5055 | RR horn maint/97th & Mad-Sep12 | Heade Electric Company, Inc | 11/14/12 | 10010-000000000000 | 134.00 |
| 10-6010-50-5055 | Traf. signal maint/Bridgeway-Nov | Heade Electric Company, Inc | 11/30/12 | 10010-000000000000 | 175.00 |
| 10-6010-50-5055 | Electric/Mad RR crossing-Dec'12 | COMBO | 12/05/12 | 10010-000000000000 | 34.69 |
| 10-6010-50-5055 | P Dale signal maint-Jul/Sept12 | Pleasantdale School Dist. | 11/29/12 | 10010-000000000000 | 24.00 |
| 10-6010-50-5065 | Elect/street lights NW crss 70th | Constellation NewEnergy, Inc | 11/29/12 | 10010-000000000000 | 1,088.07 |
| 10-6010-50-5085 | Shop Towel Rental-12/04/12 | Breens Cleaners | 12/04/12 | 10010 | 2.70 |
| 10-6010-50-5095 | Random drug screen/Gatlin-Nov'12 | First Advantage Occupation | 11/30/12 | 10010-000000000000 | 5.00 |
| 10-6010-50-5095 | Random drug screens/4-Dec'12 | Concentra | 12/25/12 | 10010-000000000000 | 221.00 |
| 10-6010-60-6010 | Misc. shop supplies-Nov'12 | Grainier | 11/16/12 | 10010-000000000000 | 188.91 |
| 10-6010-60-6020 | Gasoline/2225.0gal-Aug/Nov12 | DuPage County Public Works | 11/19/12 | 10120 | 7,769.50 |
| 10-6010-60-6020 | Gasoline-Dec'12 | Speedway SuperAmerica LLC | 12/23/12 | 10010-000000000000 | 19.18 |
| 10-6010-60-6040 | Misc. vehicle suppl-Nov'12 | Catching Fluidpower, Inc | 11/26/12 | 10010-000000000000 | 245.21 |
| 10-6010-60-6040 | 6 Pan trailer condenser-10/17/12 | Westown Auto Supply Co. | 11/10/12 | 10010-000000000000 | 21.23 |
| 10-6010-60-6041 | Oil pad & hardware/unit #29-Dot1 | Chicago International Truck | 10/08/12 | 10010-000000000000 | 411.96 |
| 10-6010-60-6041 | Veh. parts-Oct'12 | Chicago International Truck | 10/15/12 | 10010-000000000000 | 113.57 |
| 10-6010-60-6041 | Battery C65-XHD/unit #38-Nov'12 | Interstate Battery System | 11/12/12 | 10010-000000000000 | 113.95 |

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| GL Number | Invoice Line Desc | Vendor | Invoice Date | Invoice | Amount |
|--|------------------------------------|-------------------------------|--------------|------------------|-------------------|
| Fund 10 General Fund | | | | | |
| Dept 6010 Public Works | | | | | |
| 10-6010-60-6041 | Battery/unit #37-Nov'12 | Interstate Battery System | 11/16/12 | 1110460000033 | 208.80 |
| 10-6010-60-6041 | Flom cutting edge-Dec'12 | Monroe Truck Equipment | 12/11/12 | 1110089 | 240.00 |
| Total For Dept 6010 Public Works | | | | | 22,003.42 |
| Dept 6020 Buildings & Grounds | | | | | |
| 10-6020-50-5052 | HVAC maintenance/VH-Nov'12 | Alliance Mechanical | 11/26/12 | 1098112 | 1,758.00 |
| 10-6020-50-5052 | Garbage hauling/VH-12/01/12 | Waste Management | 12/01/12 | 0110000000000000 | 85.60 |
| 10-6020-50-5052 | wht CHI model 3251, 14x24 bottom | Wunderlich Doors | 10/31/12 | 0110000000000000 | 764.00 |
| 10-6020-50-5052 | Garbage hauling/PD-12/01/12 | Waste Management | 12/01/12 | 0110000000000000 | 110.58 |
| 10-6020-50-5058 | Mat rental/VH-12/04/12 | Breens Cleaners | 12/04/12 | 1100000 | 18.00 |
| 10-6020-50-5058 | Mat rental/PW-12/04/12 | Breens Cleaners | 12/04/12 | 1100000 | 21.00 |
| 10-6020-50-5058 | Mat rental/PD-12/04/12 | Breens Cleaners | 12/04/12 | 1100000 | 27.00 |
| 10-6020-50-5058 | Cell cleaning-Dec'12 | Service Master | 12/01/12 | 0000000 | 265.00 |
| 10-6020-50-5080 | Electric/Lakewood aerator-Dec'12 | COMED | 12/05/12 | 0110000000000000 | 15.83 |
| 10-6020-50-5080 | Electric/Windsor aerator-Dec'12 | COMED | 12/05/12 | 0110000000000000 | 15.63 |
| 10-6020-50-5080 | PW sewer charge-Nov'12 | Flagg Creek Water Reclamation | 11/27/12 | 0110000000000000 | 27.55 |
| 10-6020-50-5080 | PD sewer chg-Dec'12 | DuPage County Public Works | 12/19/12 | 1100000000000000 | 1,076.53 |
| 10-6020-60-6010 | 1st aid cabinet suppl/PD-Dec'12 | American First Aid Service | 12/13/12 | 0000000 | 32.40 |
| 10-6020-60-6010 | Bulbs for VH sidewalk/parking | Industrial Electric Supply | 12/08/12 | 0110000000000000 | 202.00 |
| 10-6020-60-6010 | Budget Fuse | Industrial Electric Supply | 12/08/12 | 0110000000000000 | 127.90 |
| 10-6020-60-6010 | Misc. bldg suppl-Nov'12 | Menards - Hodgkins | 11/14/12 | 1100000000000000 | 167.96 |
| Total For Dept 6020 Buildings & Grounds | | | | | 4,714.25 |
| Total For Fund 10 General Fund | | | | | 335,074.14 |
| Fund 21 E-911 Fund | | | | | |
| Dept 7010 Special Revenue E-911 | | | | | |
| 21-7010-50-5095 | E911 line charge-Dec'12 | AT&T | 12/16/12 | 0110000000000000 | 1,027.17 |
| 21-7010-50-5095 | E911 surcharge collection-Oct'12 | Southwest Central 911 Syst | 01/02/13 | 0000000 | 1,332.64 |
| Total For Dept 7010 Special Revenue E-911 | | | | | 2,359.81 |
| Total For Fund 21 E-911 Fund | | | | | 2,359.81 |
| Fund 23 Hotel/Motel Tax Fund | | | | | |
| Dept 7030 Special Revenue Hotel/Motel | | | | | |
| 23-7030-50-5069 | LS maint/medians & gateways-Oct'12 | Landworks Custom Ltd | 10/01/12 | 0000000 | 6,182.93 |
| 23-7030-50-5075 | Electric/gateway sign-Dec'12 | COMED | 12/06/12 | 0110000000000000 | 41.00 |
| 23-7030-50-5075 | Electric/median lighting-Dec'12 | COMED | 12/06/12 | 0110000000000000 | 413.03 |
| 23-7030-50-5075 | Electric/entryway sign-Dec'12 | COMED | 12/06/12 | 0110000000000000 | 97.05 |
| 23-7030-50-5075 | Rpl LED on granite sign-CLR /C/M | Industrial Electric Supply | 11/26/12 | 0110000000000000 | 396.00 |
| 23-7030-50-5075 | Instl 2 event signs w/sleeves-No | Design Group Signage Corp | 11/29/12 | 0000000 | 1,237.50 |
| 23-7030-80-8055 | H/M marketing-Dec'12 | Boost Creative Marketing | 12/28/12 | 1000000 | 4,882.50 |
| 23-7030-80-8055 | H/M Online advertising-Dec'12 | Boost Creative Marketing | 12/28/12 | 1000000 | 10,206.91 |
| Total For Dept 7030 Special Revenue Hotel/Motel | | | | | 23,456.46 |
| Total For Fund 23 Hotel/Motel Tax Fund | | | | | 23,456.46 |
| Fund 24 Places of Eating Tax | | | | | |
| Dept 7040 Restaurant/Piece of Eating Tax | | | | | |
| 24-7040-80-8056 | DEF-77501 brochure display racks | Warehouse Direct, Inc. | 12/06/12 | 1110000000000000 | 16.95 |

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| GL Number | Invoice Line Desc | Vendor | Invoice Date | Invoice | Amount |
|--|----------------------------------|----------------------------|--------------|------------|-----------|
| Fund 24 Places of Eating Tax | | | | | |
| Dept 7040 Restaurant/Place of Eating Tax | | | | | |
| Total For Dept 7040 Restaurant/Place of Eating T | | | | | 16.85 |
| Total For Fund 24 Places of Eating Tax | | | | | 16.85 |
| Fund 31 Capital Improvements Fund | | | | | |
| Dept 8010 Capital Improvement | | | | | |
| 31-8010-70-7010 | I-55 bridge design-Nov'12 | Hitchcock Design Group | 12/05/12 | 0865-14977 | 28,294.65 |
| 31-8010-70-7010 | I-55 bridge design/Dec-12 | Hitchcock Design Group | 12/24/12 | 0865-14978 | 2,026.76 |
| 31-8010-70-7055 | Phase 1 VM renovations-Dec'12 | J. C. Anderson, Inc. | 12/06/12 | 0865-14979 | 42,174.46 |
| 31-8010-70-7055 | VM board room improvements-Dec12 | Interior Environments Inc. | 12/31/12 | 0865-14980 | 698.50 |
| Total For Dept 8010 Capital Improvement | | | | | 73,194.37 |
| Total For Fund 31 Capital Improvements Fund | | | | | 73,194.37 |
| Fund 32 Sidewalks/Pathway Fund | | | | | |
| Dept 8020 Sidewalks/Pathway | | | | | |
| 32-8020-70-7053 | CIR ROW mowing-Nov'12 | Vince's Flowers & Landscap | 11/30/12 | 0865-14981 | 585.00 |
| Total For Dept 8020 Sidewalks/Pathway | | | | | 585.00 |
| Total For Fund 32 Sidewalks/Pathway Fund | | | | | 585.00 |
| Fund 51 Water Fund | | | | | |
| Dept 6030 Water Operations | | | | | |
| 51-6030-40-4030 | Dental insurance-Jan'13 | Delta Dental of Illinois | 12/01/12 | 0865-14982 | 921.57 |
| 51-6030-40-4032 | Uniform rental/cleaning-12/04/12 | Breens Cleaners | 12/04/12 | 0865-14983 | 68.38 |
| 51-6030-40-4043 | Fall'12 degree pgm/P May-Jan13 | Paul D. May | 01/03/13 | 0865-14984 | 927.88 |
| 51-6030-50-5020 | Bench Test meter/747 Cambridge-D | HBK Water Meter Service, | 12/07/12 | 0865-14985 | 18.50 |
| 51-6030-50-5020 | shipping | HBK Water Meter Service, | 12/07/12 | 0865-14986 | 15.65 |
| 51-6030-50-5020 | Coliform water test/13-Nov'12 | Envirotest Perry Laborato | 12/03/12 | 0865-14987 | 84.50 |
| 51-6030-50-5030 | Telephone-Dec'12 | Call One | 12/15/12 | 0865-14988 | 375.34 |
| 51-6030-50-5030 | Well/pumping line-Dec'12 | Call One | 12/15/12 | 0865-14989 | 616.47 |
| 51-6030-50-5030 | Well monitoring line-Dec'12 | Call One | 12/15/12 | 0865-14990 | 63.43 |
| 51-6030-50-5030 | Cell phone bill-Dec12 | Verizon Wireless | 12/21/12 | 0865-14991 | 328.30 |
| 51-6030-50-5067 | Rpr watermain/132 Post Rd-Nov12 | Vian Construction Co., Inc | 11/28/12 | 0865-14992 | 3,774.50 |
| 51-6030-50-5080 | Electric/PC-Nov'12 | Constellation NewEnergy, | 11/19/12 | 0865-14993 | 2,664.28 |
| 51-6030-50-5080 | Electric/well #4-Dec'12 | COMED | 12/10/12 | 0865-14994 | 283.08 |
| 51-6030-50-5080 | Electric/bedford sump pump-Dec'1 | COMED | 12/11/12 | 0865-14995 | 97.44 |
| 51-6030-50-5080 | Electric/2M tank-Dec'12 | COMED | 12/07/12 | 0865-14996 | 151.63 |
| 51-6030-50-5080 | Nicot heating chg-Dec'12 | NICOR Gas | 12/10/12 | 0865-14997 | 152.71 |
| 51-6030-50-5081 | 2013 IRMA contribution-Dec'12 | IRMA | 12/12/12 | 0865-14998 | 57,761.40 |
| 51-6030-50-5095 | 2013 MWRDGC watermain ROW | Metropolitan Water Reclam | 12/03/12 | 0865-14999 | 4,875.14 |
| 51-6030-50-5095 | UB late notices/441-Dec'12 | Third Millennium Assoc. I | 12/19/12 | 0865-15000 | 285.83 |
| 51-6030-60-6010 | CA7 - 3/4" stone/21.70tons-Nov12 | Illinois Mining Corp. | 11/19/12 | 0865-15001 | 352.63 |
| 51-6030-60-6010 | Topsoil/3yds (restorations) Nov1 | Tameling Industries | 11/08/12 | 0865-15002 | 78.00 |
| 51-6030-60-6010 | 25' Teflon FFP Tubing 3/8" OD | USA Blue Book | 11/06/12 | 0865-15003 | 157.95 |
| 51-6030-60-6010 | 100' Black HDPE Tubing 3/8" OD | USA Blue Book | 11/06/12 | 0865-15004 | 114.95 |
| 51-6030-60-6010 | PVDF Fittings (3/8" F connectors | USA Blue Book | 11/06/12 | 0865-15005 | 53.84 |
| 51-6030-60-6010 | PVDF Fittings (3/8" unions) | USA Blue Book | 11/06/12 | 0865-15006 | 46.74 |
| 51-6030-60-6010 | Shipping/Freight | USA Blue Book | 11/06/12 | 0865-15007 | 17.83 |
| 51-6030-60-6010 | PVDF Fittings (3/8" M connectors | USA Blue Book | 11/06/12 | 0865-15008 | 23.56 |
| 51-6030-60-6010 | Shipping/Freight | USA Blue Book | 11/06/12 | 0865-15009 | 12.34 |

```
User: scanman
```

DB: Burr Ridge

EXP CHECK RUN DATES 12/14/2012 - 01/05/2013
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

[illegible]

01/10/2013 03:41 PM
User: scorman
DB: Burr Ridge

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF BURR RIDGE

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EXP CHECK RUN DATES 12/14/2012 - 01/05/2013
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

| GL Number | Invoice Line Desc | Vendor | Invoice Date | Invoice | Amount |
|-----------|-------------------|--------|--------------|----------------------------------|------------|
| | | | | Fund 52 Sewer Fund | 1,361.65 |
| | | | | Fund 51 Information Technology F | 8,762.83 |
| | | | | Total for All Funds | 570,271.42 |