



**City of Woodstock**  
**Office of the City Manager**

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121 W. Calhoun Street  
Woodstock, Illinois 60098

Roscoe C. Stelford III  
City Manager

**WOODSTOCK CITY COUNCIL**  
**City Council Chambers**  
**October 21, 2014**  
**7:00 p.m.**

*Any Person Wishing to Address the City Council  
Must Approach the Podium, be Recognized by the  
Mayor, and Provide Their Name and Address for the Record*

The proceedings of the City Council meeting are being audio-recorded only to aid in the preparation of the Minutes and are not retained as part of the permanent records of the City.

**CALL TO ORDER**

**ROLL CALL:**

- A. FLOOR DISCUSSION:**
- 1. Proclamation Honoring Dianne Mitchell**
  - 2. Illinois Traffic Safety Award**
  - 3. Employee Service Awards**

Anyone wishing to address the Council on an item not already on the agenda may do so at this time.

- 1. Public Comments**
- 2. Council Comments**

**CONSENT AGENDA:**

(NOTE: Items under the consent calendar are acted upon in a single motion. There is no separate discussion of these items prior to the Council vote unless: 1) a Council Member requests that an item be removed from the calendar for separate action, or 2) a citizen requests an item be removed and this request is, in turn, proposed by a member of the City Council for separate action.)

**B. MINUTES OF PREVIOUS MEETINGS:**

October 7, 2014 Regular Meeting

**C. WARRANTS:**           3635   3636

**D. MINUTES AND REPORTS:**

Police Department Report – September 2014

**E. MANAGER'S REPORT NO. 33**

1. **Appointment of City Clerk and Deputy City Clerk** –Approval of the appointments of Arleen Quinn as City Clerk and Amy Weber as Deputy City Clerk. (33a)
2. **Purchase – Ice Control Salt** – Approval of the purchase of ice control salt from Morton Salt Company through the State of Illinois Joint Purchasing Program. (33b)
3. **Crack Sealing** – Approval to waive competitive bids and award of contract for the 2014 Crack Sealing contract to S.K.C. Construction. (33c)
4. **Intergovernmental Agreement** – Adoption of an Ordinance authorizing the execution of the Northern Illinois Purchasing Cooperative (NIPC) 2014 Intergovernmental Agreement for the purchase of power supplies and other goods and services; waiving local bidding requirements for purchases made through NIPC; and authorizing purchase agreements made through NIPC. (33d)(Doc.1)
5. **Centerville Self-Storage Vacation of Easement** – Adoption of an Ordinance vacating a public utility easement. (33e)(Doc.2)
6. **Police Pension Actuarial Valuation** – Transmittal and acceptance of the annual statement for the Police Pension Fund Fiscal Year 2013/2014 and actuarial report presented by the Police Pension Board. (33f)

7. **Zoning Variation – 700 Margaret Drive** – Adoption of an Ordinance varying Section 7A.3.D.3 Bulk and Standards Area of the Unified Development Ordinance to allow a 6 foot high fence at a 30 foot setback from the front lot line. (33g)(Doc.3)
  
8. **Fiber Optic Agreement** – Approval of a Fiber Optic Network Agreement between the City of Woodstock, District 200, McHenry County, McHenry County College and the McHenry County Emergency Telephone System Board. (33h)

**DISCUSSION ITEM:**

9. Old Courthouse Response (33i)

**EXECUTIVE SESSION:**

**Collective Bargaining (Open Meetings Act: 5ILCS 120/2 (c)(2))**

Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees.

**Local 150**

**RETURN TO OPEN SESSION:**

10. **Local 150 Agreement-** Approval of a Collective Bargaining Agreement between the City of Woodstock and the International Union of Operating Engineers, Local 150, Public Employees Division. (33j)(Doc.4)

**FUTURE AGENDA ITEMS**

**ADJOURN**

***NOTICE: In compliance with the Americans With Disabilities Act (ADA), this and all other City Council meetings are located in facilities that are physically accessible to those who have disabilities. If additional reasonable accommodations are needed, please call the City Manager's Office at 815/338-4301 at least 72 hours prior to any meeting so that accommodations can be made.***

**PROCLAMATION**  
**Honoring**  
***Dianne Mitchell***

***WHEREAS, Dianne Mitchell*** has served the City of Woodstock as City Clerk since November 15, 2011; and

***WHEREAS, Dianne Mitchell*** has faithfully rendered service to the City Council of the City of Woodstock by recording accurate and detailed minutes of their proceedings, in fact, setting the standard for other City Clerks to emulate; and

***WHEREAS, Dianne Mitchell*** has served the Parks and Recreation Commission, the Historic Preservation Commission, the Transportation Commission, and the Plan Commission by recording comprehensive minutes of their proceedings; and

***WHEREAS, Dianne Mitchell*** has also served the Zoning Board of Appeals and the Project Review Commission by serving as the official secretary of their proceedings; and

***WHEREAS, Dianne Mitchell*** willingly gave her time and unique talents to serve not only these public bodies, but also the citizens of the City of Woodstock; and

***WHEREAS,*** the City of Woodstock has benefited from ***Dianne Mitchell's*** professionalism and dedicated service; and

***WHEREAS,*** the City of Woodstock is truly appreciative of the commitment to the community that was exemplified in ***Dianne Mitchell's*** service as City Clerk;

***NOW, THEREFORE, BE IT PROCLAIMED*** that the City Council of the City of Woodstock, on behalf of all citizens of Woodstock, extends to ***Dianne Mitchell*** the Woodstock community's heartfelt gratitude for her years of exemplary service as City Clerk.

***APPROVED*** and ***ADOPTED*** by the City Council of the City of Woodstock, McHenry County, this 21<sup>st</sup> day of October, 2014.

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Brian Sager, Ph.D.  
Mayor

Attest:

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Cindy Smiley, Chief Deputy Clerk



**Police Department**  
Robert W. Lowen, Chief of Police  
656 Lake Avenue  
Woodstock, Illinois 60098

phone 815.338.6787  
fax 815.334.2275  
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www.woodstockil.gov

To: Mr. Roscoe C. Stelford, City Manager  
From: Robert W. Lowen, Chief of Police  
Re: City Council Recognition of Traffic Safety Challenge Award  
Date: October 8, 2014

In 2013-2014 the Woodstock Police Department entered the Illinois Traffic Safety Challenge which is sponsored by the Illinois Association of Chiefs of Police. The project was coordinated by Sergeant Dennis Leard who was assisted by Sergeant Robert Pritchard. Sergeant Leard and Sergeant Pritchard jointly supervised the Woodstock Police Department Traffic Safety Unit. Sergeant Leard completed the tedious job of organizing and documenting the many efforts by the Police Department to comply with the requirements of the Traffic Safety Challenge. Sergeant Leard and Sergeant Pritchard were also able to gain the cooperation and enthusiasm of Woodstock Police Department members to focus on a viable Traffic Safety Program.

The application process involves documentation and agency effectiveness in the six areas of Traffic Safety as follows:

- Department Policy and Guidelines
- Training of Officers
- Incentives and Recognition
- Public Information and Education
- Enforcement Activity
- Effectiveness of Efforts

The program has shown positive results in the improvement of traffic safety in the community. The increased apprehension of impaired drivers, speed enforcement, seatbelt compliance and our participation in national enforcement campaigns combined with public education has reduced the total number of roadway crashes. Our efforts in 2013-2014 were a success and shall continue in 2014-2015 with Sergeant Pritchard taking sole responsibility for the program.

The Woodstock Police Department was recognized as the 1st place winner in the State for agencies with 36-50 employees. The Department was awarded a "Digital-Ally" in-car



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video camera valued at approximately \$4,000 that will assist the Woodstock Police Department in the enforcement of Traffic Laws.

Participation in the Illinois Traffic Safety Challenge is consistent with the provisions of the City of Woodstock's Vision 2020 statement with regards to "Maintain a vigilant police department committed to and accountable for providing public safety and security."

***It is recommended that the City Council approve the recognition of Sergeant Dennis Leard, Sergeant Robert Pritchard and the Woodstock Police Department for this award, and for making the streets and roadways of Woodstock, Illinois a safe place for the motoring public.***

Respectfully,

Robert W. Lowen  
Chief of Police



Reviewed and Approved by:

*Roscoe C. Stellford III*  
City Manager



**Human Resources Department**  
Debbie Schober, MS, SPHR  
Human Resources Director

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Woodstock, Illinois 60098  
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## Memo

**To: Roscoe Stelford, City Manager**  
**From: Deb Schober, Human Resources Director**  
**Date: October 14, 2014**  
**Re: 2014 EMPLOYEE SERVICE AWARDS**

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Attached please find a complete listing of those employees who are eligible for celebration and recognition of their 5<sup>th</sup>, 10<sup>th</sup>, 15<sup>th</sup>, 20<sup>th</sup> or greater anniversary with the City of Woodstock. Of special note this year is the recognition of Librarian Julie Fee celebrating her 30<sup>th</sup> year with the Woodstock Public Library, as well as a total of 6 employees celebrating 25 years of service. Also interesting to note is the absence of any employees with 5 years of service, reflecting the hiring freeze the City was under at that time.

Each employee listed has already received his or her additional Floating Holiday Certificate to be used before the end of this calendar year. In addition, all employees are offered their choice of a gold service award pin, or a \$50 gift certificate redeemable at Woodstock Chamber of Commerce member organizations; these awards are to be presented by the Mayor to the employees present at the City Council meeting next Tuesday, October 21<sup>st</sup>. Employees not able to attend in person will have their awards delivered to them by their respective Department Directors.

Publicly recognizing these periods of continued service is truly a testament to the dedication and commitment of each of these employees who have chosen a life of public service. It is additionally a compliment and validation to the City of Woodstock that such longevity reflects our provision of a high-quality workplace where employees feel both appreciated and challenged.



Reviewed and Approved by:

*Roscoe C. Stelford III*  
City Manager

## **2014 CITY OF WOODSTOCK EMPLOYEE SERVICE RECOGNITION**

Every year, the City of Woodstock celebrates the anniversaries of long-term employees in 5-year increments. We are very pleased to publicly acknowledge the dedication and commitment of each of these employees who have chosen a life of public service. It is additionally a compliment and validation to the City of Woodstock that such longevity reflects our provision of a high-quality workplace where employees feel both appreciated and challenged. This year's noted employees include:

### **5-Year**

None

### **10-Year**

**Monica Amraen**/City Manager's Office Assistant

**David Dempsey**/Patrol Officer

**Brandon Eddy**/Maintenance Worker/Parks

**Joshua Fourdyce**/Police Sergeant

**George Kopulos**/Police Detective

**Ruth Ann Lieb**/Staff Accountant

**Shane Marshall**/Police Detective

**Joshua Rapacz**/Patrol Officer

**Andrew Reitz, Jr.**/Patrol Officer

**Adam Schraw**/Patrol Officer

**Rob Walkington**/Building Inspector

### **15-Year**

**Jason Bernstein**/Patrol Officer

**Cory Fink**/Patrol Officer

### **20-Year**

**Robert Pritchard**/Police Sergeant

**William Straczek**/Senior Accountant

**Daniel Wesolek**/Police Sergeant

**Terry Willcockson**/Grant Writer

### **25-Year**

**Charles "Chip" Amati**/Police Sergeant

**Geraldine Granzetto**/Opera House Box Office Assistant

**Martha Hansen**/Librarian/Network Administrator

**James Kastner**/Planning/Zoning Administrator

**Donna Limbaugh**/Community & Econ. Dev. Office Manager

**John Mecklenburg**/Parks Foreman

### **30-Year**

**Julie Fee**/Reference/Adult Services Librarian

**MINUTES**  
**WOODSTOCK CITY COUNCIL**  
October 7, 2014  
City Council Chambers

The regular meeting of the Woodstock City Council was called to order at 7:00 PM by Mayor Brian Sager on Tuesday, October 7, 2014 in Council Chambers at City Hall. He noted that copies of the agenda were available by the door.

A roll call was taken.

**COUNCIL MEMBERS PRESENT:** Julie Dillon, Maureen Larson, Mayor Brian Sager, Mark Saladin, Joseph Starzynski, RB Thompson, Michael Turner

**COUNCIL MEMBERS ABSENT:** None

**STAFF PRESENT:** City Manager Roscoe Stelford, City Attorney Ruth Schlossberg, Finance Director Paul Christensen, Assistant Director of Public Works Jeff Van Landuyt, Economic Development Director Cort Carlson, Grant Writer Terry Willcockson, Recreation Director Dave Zinnen, Economic Development Coordinator Joe Napolitano

**OTHERS PRESENT:** City Clerk Dianne Mitchell

**A. FLOOR DISCUSSION:**

**Public Comments**

Andrew Celentano, 2116 Greenview Dr, Woodstock stated that he is on the Transportation Commission but his comments are his and not those of the Commission. He stated that his report is on two young men from Woodstock High School who worked as a part of a group to develop a bus system that is Woodstock centric which they presented in May. He reported that one of the members of the group, Augie applied to Purdue University. He reported that when asked by admissions why he should be admitted, Augie showed the 32 page report and letter of appreciation signed by the Commission and was accepted. He reported that Augie also won an internship to work in Germany with civil engineers; one of only five such internships in the US.

A. Celentano reported that another member of the group, John, applied to Bradley and had a similar experience receiving a \$15,000 scholarship. He stated that the work they did for the Transportation Commission provided them with differentiation from other applicants. He hopes to report other good news in the future and encouraged the City to entertain wider interaction with the high schools.

Mayor Sager thanked him on behalf of the City and its residents as well as the school district serving as the Chairman as the Transportation Commission working with young people to give them the opportunities. A. Celentano stated that it has been enjoyable. M. Turner stated that he would like to see the bus route report. J. Van Landuyt advised that he will send the report.

Tricia Rachford, 772 Duvall Dr, Woodstock, referred to the Halloween festivities on the Square and stated that there are a number of events where the City blocks off the Square from automobile traffic. She stated that she has had some parents express their concerns and she questioned if it could be blocked off for a couple of hours while the children are going around the Square doing the festivities so it is a safe place for the children.

Mayor Sager questioned if she is suggesting closing it to vehicular movement and noted that there would be cars parked already on the Square and the City wouldn't be able to prohibit them from

parking noting that they would have to close it off at noon. T. Rachford questioned how it is handled for Fair Diddley. J. Van Landuyt advised that they place barricades at the entrances to the Square and the event coordinators place them early in the morning before traffic gets on and if anyone is parked there they facilitate them leaving one on one. Mayor Sager noted that it is a Sunday and a lot of the businesses aren't open. He advised that Halloween varies and if the City were to close off the streets it would be closing it off to vehicular movement so anybody that is parked there would not be able to move their vehicles until after the event concluded which would be a difficult situation.

M. Larson questioned if there could be increased police presence. M. Turner questioned if it has been a problem in the past and if the risk is significant enough to close the Square. T. Rachford stated that she doesn't know if a child has gotten hurt but she does know a number of parents who have spoken to her about their concerns with the kids and the cars.

Dave Zinnen stated that the Rec Department and the Opera House run the costume contest and advised that there is a police presence on the Square during the event at the main intersections noting that they are on foot. He advised that he doesn't know what time they get there but whenever he has gone to get set up they are there by the time the kids start to do their walk around the Square.

Mayor Sager questioned if there is any possibility that they could direct traffic out of the Square in a certain pattern. D. Zinnen believes they already do that and he thinks they try to get them out east of the Opera House. M. Larson questioned if it is the presence of cars or the speed that they are moving and T. Rachford advised that she doesn't know that answer.

Mayor Sager thanked her for bringing it forward and asked Staff to take a look to see if there are things the City can do noting that he doesn't think we could close the streets like Fair Diddley because it is a short period. He thinks there may be some things the City can do with police presence and traffic patterns. J. Starzynski questioned if some of the crossing guards from the school could help out. Mayor Sager said they would look into it.

T. Rachford stated that she wanted to discuss the posting of traffic signs specifically handicap signs. She reported that on Main St. there are a couple of handicap signs and the top of one of the signs measures at 9 ½ feet. She advised that she drives a standard car and the top of her windshield is 4'4". She stated that she contacted City Engineer Al Wilson and noted that there are certain rules that the City has set out in regards to where the signs need to be. She stated that the State of IL says the sign needs to be at least 60" above the street noting that this sign is well above that.

T. Rachford stated that that A. Wilson expressed that one of the concerns is that the City doesn't want the sign in way that if people are walking that they could run into it and get hurt. She stated that she sees a number of other signs that are much lower so her concern is that the City has signs posted at level where they serve a purpose which is to inform and if it isn't visible then it's useless. She reported that at Walgreens they have a 1 ft wide white post that the handicap sign is mounted on and it is at a lower level and more readily visible. She stated that she has gotten a ticket for it and other people have expressed that they have gotten tickets for the same thing. She stated that she was horrified to find out that she had parked in a handicap spot.

Mayor Sager expressed appreciation for bringing the item forward and stated that the City wants to use the signs properly which is for the function of information. He stated that the City needs to meet the standards noting that they are well in excess of the standards. He advised that City is painting the surfaces of the parking space with the handicapped symbol and noted that they will take a look at the height of the signage. He stated that part of it was that it was a change for those parking spaces and

sometimes it takes time to get adjusted to it. M. Turner noted that his wife had a similar issue and she thinks the signs are too high.

### **Council Comments**

RB Thompson referred to the new picture of the image of the Square in the hallway and Mayor Sager stated that an individual within the municipality came forward who puts these images together. He noted that the individual does it for various advertising efforts but he brought it forward to the City and gave a copy to the City. He credited Susan Stelford who has been working on getting some of the artwork moved around and displayed.

M. Saladin referenced the manufacturing/industrial forum and stated that Council needs to emphasize economic development that taps into that energy and identify at least three or four things that the City can do immediately whether it is the web site or through the enterprise zone. He noted the importance of facilitating the education as best as they can. Mayor Sager thanked Staff for pulling it together. M. Larson questioned if Council will be included in the quarterly meetings and R. Stelford stated that Council is always welcome to attend.

Mayor Sager reported that the Care for Breast Cancer run/walk will be Sunday, October 19<sup>th</sup> at Woodstock North High School starting at 8:30 a.m. He reported that there will be a Rt. 47 Business Meeting on October 23<sup>rd</sup> at Golden Eagle Bank. He noted that Staff is in the midst of the CIP process. He reported that The Haunted Square is up and running and noted that they had a good volunteer base this year and worked with the Rotary Club.

In response to RB Thompson's question regarding the Rt. 47 Business meeting, C. Carlson reported that it is in cooperation with the Chamber of Commerce so they are targeting those businesses that are along Rt. 47 but all Woodstock businesses will be invited. He stated that IDOT will be doing a presentation on the proposed Rt. 47 project. He stated that there was a small turnout at the July 9<sup>th</sup> public meeting from the Rt. 47 businesses that will be impacted by this project so this is the City's way to reach out to them. He noted that IDOT will also have staff from their Acquisitions Department to answer questions on right of way acquisition.

Mayor Sager stated that M. Turner has a meeting on Thursday to continue the discussion relative to marketing and Woodstock Celebrates, Inc.

### **CONSENT AGENDA:**

Motion by J. Dillon, second by RB Thompson to concur with Consent Agenda Items B-E1, E3-E4, E6-E9.

- Mayor Sager removed Item E5
- J. Dillon removed Item E2
- M. Saladin referenced Item E6 and questioned the reason for having three contractors for snow removal. J. Van Landuyt advised that the three contractors work very well together so they have the efficiency and timing down really well. He noted that the problem with getting one contractor is the type of equipment and when they start employing subcontractors the City has had issues in the past with the contractors not paying the subs and the subs coming to the City looking of their money. He stated that there is a concern with the quality of the employees and noted that with the contractors they have now they are their own employees and work for them through-out the year.
- RB Thompson referenced Item E7 and questioned if it is just the trees and Mayor Sager affirmed. He then questioned if they ever awarded anything for the buildings. R. Stelford

advised that the project is being led by the Opera House Staff who had two full-time employees turn over this summer so they are a little bit behind on getting it converted over. He stated that they are putting up the lights on the Opera House itself and they will put it on the adjacent building. He stated that the City doesn't have anything on file showing that it has permission to touch the other buildings so it is something they are working on getting.

- M. Turner referenced Item E9 and stated that he is glad that the City is taking steps on this and noted that this is the kind of project that could be tracked for prevailing wage. He noted that he doesn't question the bids or the need to do it, but it is a big number for stairs. Mayor Sager stated that he wasn't surprised because it is two sets of stairs. He believes his point relative to the prevailing wage question is appropriate.

**B. MINUTES OF PREVIOUS MEETINGS:**

September 16, 2014 Regular Meeting

**C. WARRANTS:** 3633 3634 MFT537

**D. MINUTES AND REPORTS:**

Community & Economic Dev. Building/Activity Report – July 2014

Community & Economic Dev. Building/Activity Report – August 2014

Transportation Commission Minutes – August 20, 2014

**E. MANAGER'S REPORT NO. 32**

1. **Liquor Amendment** – Adoption of Ordinance 14-O-60 amending Title 3, Chapter 3, Section 3.3.6, Classifications of Licenses of the Woodstock City Code authorizing a Class A-1 Liquor License for Town Tap Woodstock LLC and a Class A-2 Liquor License for Supermercado el Sol, Inc.
3. **Ratification of Electric Contract** – Ratification of an Executed Contract for electric power with Constellation NewEnergy for a period of 36 months for the City's General Service Lighting Accounts.
4. **Preserve America Community Designation** – Approval of Resolution 14-R-24 Authorizing Application for 2014 Preserve America Community Designation.
6. **Award of Contracts - Downtown Snow Removal Services** - Approval of the waiver of the requirement for competitive bids and award of contracts to GRO Horticultural Enterprises, Inc. for snow removal services, Gavers Excavating, Inc. for snow loading services, and Excavating Concepts, Inc. for snow hauling services in the downtown.
7. **Award of Bid – Holiday Lighting** – Approval of award of contract for services to install, maintain, and remove holiday lights for the 2014 season to the low bidder, Temple Display, Ltd. for the total bid price of \$20,400.
8. **Award of Bid – Lap Pool Restoration and Painting** – Approval of award of contract for restoration and painting of the lap pool at Woodstock Water Works to Pecover Decorating Services, Inc. for a total cost not to exceed \$30,660.
9. **Old Courthouse & Sheriff's House Stairs Project** -- Approval of the waiver of the requirement for competitive bids and award of the contract for restoration of the Old

Courthouse Stairs and Sheriff's House Stairs to Renaissance Restoration in the amount of \$168,350.

A roll call vote was taken. Ayes: J. Dillon, M. Larson, Mayor Sager, M. Saladin, J. Starzynski, RB Thompson, M. Turner. Nays: None. Absentees: None. Abstentions: None. Motion carried.

**Item E2 Sister City – Approval of the formal designation of the City of Zacatecas, Zacatecas, Mexico as the second official Sister City for the City of Woodstock.**

J. Dillon asked to have it removed because although she is very grateful for the cultural exchange with our Sister City of Guadalupe and the opportunities for the students, she questions how the City and its residents will benefit from having a second sister city in the same region.

Mayor Sager stated that these two cities are almost inseparable and everything is almost in concert. He advised that the reason City didn't move forward in this direction in the initial instance was the fact that they there were different political situations in Mexico. He stated that when they are down there they are constantly working with the City of Zacatecas and the City of Guadalupe who work closely together. He stated that the stars are aligned in terms of the political structure and we believe it will provide the City with a greater unified effort to continue the cultural but to also move forward strongly in the economic arena. He reported that the City Manager of Guadalupe and her family visited this past Saturday and they went to the Farmers Market and the Ale Fest. He stated that they had conversations with local businesses regarding the opportunity for exchanging products.

Mayor Sager reported that he had dinner with Ellyn Wrzeski who indicated that they hire 40 teachers to teach in the dual language program from Spain noting that they can't hire teachers from Mexico because they don't have the equivalency in terms of certifications. He stated the that effort right now is to work with some of the area universities so that teachers in Mexico through the University of Zacatecas will be able to get some of the basic curriculum that we need here and then for them to come up here and work in cooperation with D200 to have the student teaching experience that is required. He reported that they are working with Rockford University and Aurora University and hopefully the University of Zacatecas to accommodate it so that not all of our Spanish teachers in Woodstock are coming from Madrid.

Mayor Sager stated that there are huge ongoing efforts and he believes it is worthy and because the two are so closely tied noting that this doesn't preclude additional sister cities down the road. RB Thompson reported that they are blended communities and advised that when the City is trying to give these comprehensive services to them, one benefits but the other doesn't. He believes it will be better to have both communities as sister cities so it is more efficient.

J. Dillon questioned if it is like a Minneapolis and St. Paul situation and Mayor Sager affirmed. J. Dillon stated that having not been there and seeing the blended approach she didn't have that understanding through the memo. She stated that she sees the benefit with the teachers and it would be a good benefit to our community and residents.

Motion by J. Dillon, second by RB Thompson to approve the formal designation of the City of Zacatecas, Zacatecas, Mexico as the second official Sister City for the City of Woodstock. A roll call vote was taken. Ayes: J. Dillon, M. Larson, Mayor Sager, M. Saladin, J. Starzynski, RB Thompson, M. Turner. Nays: None. Absentees: None. Abstentions: None. Motion carried.

Mayor Sager thinks it would be beneficial for Council members or other members of the community to visit there and noted that Council members have to pay their own way.

**Item E5 Award of Bid - Crack Sealing – Approval of award of the 2014 Crack Sealing contract to S.K.C. Construction.**

Mayor Sager stated that the protocol is that the City has to re-bid because it can't come back with the same bid that was placed before. R. Schlossberg stated that Council did everything correctly according to the municipal code but because the funds come from the MFT funds that are controlled by IDOT, IDOT has additional rules. She reported that Staff checked with IDOT to see if they were comfortable with this procedure but after some back and forth with them it was clear that they weren't comfortable if the City didn't rebid it or reduce it below their threshold for bidding. Mayor Sager advised that they have to postpone it to the next City Council meeting.

M. Larson questioned the end date for the work and R. Stelford advised that it is the end of November. J. Van Landuyt stated that it is weather dependent but advised that pavement temperatures don't get cold until there are several weeks of cold weather. M. Turner questioned if they would be ready to start work on October 22<sup>nd</sup> if Council approves it and J. Van Landuyt affirmed but noted that he would have to check with the contractor.

Motion by M. Saladin, second by M. Turner to postpone to time specific to October 21<sup>st</sup>. A roll call vote was taken. Ayes: J. Dillon, M. Larson, Mayor Sager, M. Saladin, J. Starzynski, RB Thompson, M. Turner. Nays: None. Absentees: None. Abstentions: None. Motion carried.

**DISCUSSION ITEMS:**

**10. Service Line Warranty Options – Discussion of Service Line Warranty Options and authorization for City staff to move forward with Option 1 – Educate.**

M. Turner stated that his preference is Option 2 noting that he is worried that the education thing puts the City right back to where it is at. He stated that he read that there are 6-8 leaks per year so it isn't an overwhelming problem but when it happens to someone it is massive.

J. Van Landuyt stated that it depends and noted that some of the problems the City has had with program is that the insurance companies want to do the cheapest job they can because they make more money. He reported that in some of the older residences that have service lines that have been in the ground a long time, they will fix the leak and because the pipe is in bad condition it will spring another leak. He stated that the insurance company wants to fix it and not replace the whole service line. He stated that you aren't going to replace the whole service line the first time but as you are going through this the resident is losing patience because they are without water or they have water running out in front of their house. He stated that it is a crap shoot as to whether or not you replace the service line or go through several leak repairs.

M. Turner stated that there is such an expectation that this is a City service noting that he knows he owns the line not the City, but most folks don't know that. He stated that the City can do the education but since it isn't happening that much, he questioned if it is one of those roles of government saying it can assist with an impact to where folks don't get slammed with a five digit bill. He suggested bumping up sewer fees to provide protection for everybody that is the equivalent of the insurance. He questioned if it is a viable service for the City.

M. Saladin questioned the cost of it and finding the people on the staff to do the work. J. Van Landuyt stated that the issue the City is seeing right now is because the logo is on the mass mailing the residents feel the City is their point of contact so they are literally administering the program without having any control over it.

M. Saladin expressed his concern of the added cost to Public Works to find the people to do this type of work. J. Van Landuyt stated that Option 2 is in-sourcing so Public Works would be making the repairs and not hiring a contractor to do the work. He stated that they don't just happen in the winter time. He advised that last winter they saw issues of service lines freezing for people that never had an issue before but it was because of the depth of the frost under pavement. He guessed they had 20 last year that had a frozen service line, so if they go with in-sourcing Public Works would have to hire a contractor because they don't have the equipment to thaw the lines. He stated that there is potential this year that it could be an issue again. He stated that the biggest thing is staffing and the time of year that it is occurring. He stated that Public Works can handle infrequent issues and noted that this past summer/fall there were 6 active service leaks at the same time.

M. Saladin questioned how the City would charge the customer and if it would be spread across all of the residents. R. Stelford stated that the City could do it multiple ways such as basing it on a rate increase or running it like an insurance company.

M. Turner stated that he isn't sure that he wants the City to do that and noted that the City can go education, but he questioned if we have the same amount as last year and we are in-sourcing it what the extra cost would be. J. Van Landuyt stated that one of the biggest things that Public Works comes across is a b-box that is misaligned so you can't key the valve. He noted that they run into that like sixty times a year so if Public Works has to go out and dig each of those up and realign them to make them work, it is significant. He stated that they would also be on private property which is an issue in regards to damage. M. Turner stated that being on private property is an important concept.

P. Christensen stated that when they threw out Option 2, the City would become the insurance company. He noted that the insurance company is making a significant profit and they thought that the City could make the significant profit or once the significant profit is made and there is a reserve the City would start lowering the fees to get it more cost control. He stated that the reason it wasn't the option suggested was because the City isn't an insurance company. He stated that the City has about 40 b-boxes that right now have bills that are delinquent because the City can't turn them off because the b-boxes don't work. He stated that they have a threshold were the bill has to get to \$500 before the City will hire a contractor to fix the b-box. He stated that the service leaks are such a problem but the b-boxes are a huge problem right now.

Mayor Sager stated that he has a concern with saying that the City is going to do this in-house with its current employees especially during the winter when everything is so unknown and try to divert them from other unknown priorities. He stated that if the City has a problem with a main break he is hoping that the employees can focus on that because that affecting many households. He isn't convinced that the municipality should get into the insurance game.

J. Dillon questioned if by going with the education option will the educational materials provide recommendations for where the residents can look for insurance plans to cover it. She stated that she doesn't like the fourth option where they have to use the City logo. She likes the education but she would like to provide recommendations.

J. Van Landuyt stated that the City can provide a lot of information and noted it is surprising that with the amount of mass mailings that Service Line Warranties is doing that some people don't pick it up and read it. He stated that some people are still surprised that they are in charge of their own service line. He noted that the City is still at the mercy of people getting it, reading it and understanding it.

M. Saladin stated that he was a sucker for the insurance and purchased it. He questioned if the City has had experience with that company or the contractors they send out. J. Van Landuyt advised that they the jobs are getting done. He gave an example of an older home where company fixed the leak and then two days later another one surfaced. He stated that the property owner came to Public Works wanting them to force them to do something. He advised that it went on for a month and in the meantime the water was running down the street so the City was losing revenue.

J. Van Landuyt provided another example advising that there was a service leak and the contractor could not shut off the b-box because one of the public utilities had nicked the b-box and it was misaligned and couldn't be turned off. He stated that they wouldn't do anything until the property owner fixed the b-box because the b-box isn't covered under the warranty. He noted that the other issue they have in Public Works is that in the meantime all of this water is running down the street and it's the middle of winter and there is icing going on other people's driveways causing inconveniences. He stated that it's a service leak and it's not the City's problem that the b-box is misaligned and the contractor can't get it shut off but now they are in a gray area of who is going to do what and when.

In response to J. Dillon, J. Van Landuyt noted that Public Works went in and straightened the b-box because they needed to get the water shut off. He stated for that older home on Madison, Public Works contacted Service Line Warranties several times to get someone out there. He advised it wasn't a local contractor so they are dealing with contractors that don't know the city. He stated that when they ended up digging the street up, Public Works had to hound the contractor to come back and fix the roads.

M. Turner stated the ability to carve out the service line from a b-box is definitive and questioned if we are going to cover b-boxes. He stated that if we focus on the service line which is the 6-8 leaks per year, he stated that the options are the City becoming a quasi insurance company, leaving the residents completely on their own as it is personal property although there is all this perception that it belongs to the City or covering the 6-8 per year and embedding it in the rates of all bills and accept it as a service of the City. M. Larson noted that there were 20 last year and J. Van Landuyt advised that they had 20 frozen service lines last year which are still a warranty issue. M. Turner stated really serious 20 per year at \$10,000 a piece. J. Van Landuyt stated that after a winter like last year there may be more than the previous year.

Mayor Sager questioned if can be spread this out over all of the residents. Mayor Sager stated that this is the same question as brush pick-up; not everyone needs brush pick-up but the discussion was taking that cost and spreading it over all residents. He believes that the City shouldn't be in the insurance business and he is concerned about trying to do it in-house given limited Staff and priorities. He said there is an insurance opportunity but he isn't altogether pleased with the way it is promoted with the use of the City's logo. He believes there is going to be misunderstanding as a result of that. He feels that they need to go down the education route.

M. Saladin stated that the City's policy is that from the main, which could be under the street, to the house is the owners' responsibility and J. Van Landuyt affirmed. M. Saladin stated that isn't up for

discussion tonight but it causes him concern because his buffalo box is in the parkway between the sidewalk and the street. He knows that the City has that right-of-way pass the sidewalk so he has a problem that that part of it is the owner's responsibility. He questioned whether or not that would help if the City takes that part on. He stated that from the buffalo box to his house he gets but from the main to the buffalo box that is under the street, he doesn't know about that. He stated that he doesn't feel comfortable with the money he has spent on the warranty program. Mayor Sager stated that is insurance and we all make those choices.

M. Turner stated that if the City goes with the educate route he thinks it should investigate service lines companies. He stated that he had to deal with a service line issue in his first house and it was not good. He stated that it's like car insurance or homeowners insurance. He stated that if the City is pulling an insurance offer and going the education route, he thinks it is a service to say here are some options to consider; they are private, have nothing to do with the City and it's the residents' responsibility. Mayor Sager asked the Council if they had consensus with that and Council conceded.

Mayor Sager stated that the other question is the one that M. Saladin raised which he thinks is a question for a future time. He suggested finding out what other municipalities are doing. He commended Public Works for, under that situation, going ahead and realigning the buffalo box.

**11. Enterprise Zone Application** – Discussion of applying for Enterprise Zone Status for the City of Woodstock and authorization for Staff to move forward with the application process utilizing Option C to serve as the boundaries.

Mayor Sager stated that they are asking Staff to move forward with the application process. He noted that the recommendation is to do it in-house and to make the enterprise zone broad and wide.

M. Larson asked why there are three maps proposed. C. Carlson stated that they were looking at different options and certainly the bigger the better. He stated that the first one proposed were the areas that have seen the largest vacancy rates of major industrial sites. He stated that after looking at the criteria they started moving it around and looking to see what other areas they could incorporate that would benefit from the enterprise zone.

M. Larson questioned if there is a downside to going with Option C and C. Carlson said there is not. M. Turner asked if it affects the approval process and C. Carlson stated that it should not. M. Turner questioned why you wouldn't make the whole city an enterprise zone. C. Carlson advised that there is maximum square mileage that they have to keep within and noted that one of their concerns was trying to avoid as much residential areas as possible and advised that they are trying to maintain it in the manufacturing and commercial areas as much as possible.

Mayor Sager stated that he likes the tracking of Option C because it seems to track the majority of the industrial and the commercial area of the city. M. Larson stated that she is completely supportive of it noting that it doesn't seem like there is a downside.

Mayor Sager emphasized that it is highly competitive and noted that there is one other enterprise zone being proposed in McHenry County. He stated that it is likely that there will only be one in McHenry County that would be potentially approved so it will be a highly competitive situation for the County as well as the State level. He advised that we need to make sure the application is well grounded and well supported and we will have to make some effort in terms of outreach to ensure Woodstock is favorably considered.

M. Larson questioned the body that makes the decision and C. Carlson advised that there is a separate review committee that looks at the applications and then those are forwarded on to the Enterprise Zone Board for consideration and final approval which will happen sometime in mid 2015. In response to M. Larson's question regarding Staff's time, C. Carlson stated that looking at the cost to hire an outside consultant he thinks it is feasible. He stated that DCO has worked in conjunction with NIU to create a web site resource center for applicants. M. Larson stated that she was impressed with what is already in the report. C. Carlson gave J. Napolitano a lot of the credit for putting the report together.

M. Saladin questioned if there is the ability to team with another jurisdiction through an intergovernmental agreement to make it a broader area. Mayor Sager believes it is a possibility but he doesn't know if we have gone there. C. Carlson advised that they have not gone there but it is a possibility. He stated that the other application is a joint application between another community and the County. Mayor Sager stated that it is a smaller municipality.

M. Turner questioned if it is Harvard and C. Carlson affirmed. He questioned if there was a reason Woodstock didn't partner with the County and whether it would help us. C. Carlson stated that he didn't know if it would help the application but he thinks they were able to pull in outside jurisdictions or areas and we are looking strictly at what is within Woodstock. He stated that we would like to see our current vacancy rates fixed and our building occupied. He advised that there are some opportunities possible, noting that they did have early conversations with Harvard about possibly doing a joint application. He stated that there wasn't an interest on their part but if the chance that Harvard were to get the application and Woodstock was not awarded an enterprise zone those areas can be changed and stretched to incorporate some of the Woodstock areas; once it's set you can still adjust those boundaries.

M. Larson questioned if it is a hard and fast rule that there is only one per county. C. Carlson stated that it is not. He advised that there are 97 altogether and he believes that 37 are expiring next year. He stated that within the next three years they will all expire, but we are trying to get into the first round with the most possibility for new applicants.

Mayor Sager asked if Council is comfortable with Option C and all conceded. He commended them and encouraged them to continue to move forward. M. Turner asked them to tell Council when it needs to turn political and stated that if we want this to happen then we have to lead the charge and if that means calling upon friends, neighbors, etc. then Staff needs to give them the go. He stated that they need to put pressure on the people they just met with and others in the community if we want to win. He wants to get this to happen because Woodstock needs it.

Mayor Sager stated that there is a need to show the potential economic impact to the larger region; extend it beyond the City of Woodstock. M. Turner stated that we have heard the whole discussion of Woodstock is the County seat and we have all the services here. He believes that is one of the lead arguments of why it should be located here, Woodstock takes its share of the burden and its time that we get some payoff from this and Rt. 47; it is time for us to win on some of this stuff. M. Larson thanked Staff for bringing it forward.

## **12. Budget Format Presentation**

P. Christensen stated that Council gave Staff direction to revamp the budget to come up with a more concise, better document. He stated that one of the goals was to come up with a professional budget with a constant color scheme. He advised that one of his complaints is it is a little long so his goal was to provide the same information in less words. He stated that they keep tables and graphs so

readers understand the information. He reviewed the cover which featured shots of the Square. M. Turner suggested including a shot of Rt. 47 because some say that everything is about the Square. P. Christensen said that his goal is to change the cover each year. He reviewed the headers that would be used throughout the document.

P. Christensen reviewed the new section on the budget process summary and then reviewed the overview of funds which has to meet the needs of a lot of different people.

RB Thompson suggested having the colors of the chart carry through to the data box below so there is a correspondence in color.

P. Christensen stated that the revenue line item description is unique to Woodstock's budget but noted that he shortened them. Mayor Sager stated that they are important because the public should be able to read the document and be able to see what the money actually is going towards.

P. Christensen reviewed the individual budgets and noted that every page will have a front cover page with a brief description, an org chart, their personnel summary and briefly their accomplishments from last year and their goals and objectives for the next year. He stated the accomplishments would be true accomplishments that they did. He reviewed the budget comparison with bar graphs and the line item descriptions.

M. Turner stated that when he looks through and does a quick scan, he is looking for change from the prior year. He advised that he would like a line in the maroon section that says the percentage difference. P. Christensen stated that he thought it was a little confusing because he questioned if it is against budget or against actual from the year before. M. Turner stated that to him it is against actual from the year before. P. Christensen suggested giving Council an executive summary which would be color coded with plus and minuses.

M. Turner stated that he likes it on the page because then he has the description and history. Mayor Sager stated that a lot of us look at the variation. After discussion, Mayor Sager advised that he would want to see budget to proposed budget. R. Stelford questioned if he wants what was budgeted last year and what we are proposing to budget this year and Mayor Sager affirmed.

J. Dillon stated that a budget is a snapshot in time and she likes to look at actual to actual but if she can't get actual to match up with budget because of the timing she wants the projected versus the budget. After further discussion regarding how to compare, P. Christensen stated that he agrees with the Mayor's suggestion of going budget to budget. M. Turner stated that he would like to see both numbers. J. Dillon stated that she likes the summary sheet of the variances.

Mayor Sager stated that he likes the idea of the accomplishments and asked Council for their opinion. Council all like the idea of the accomplishments but M. Turner suggested putting one accomplishment per department. M. Larson questioned how many pages the document will be and P. Christensen stated 400-500 pages.

R. Stelford reported that they discussed adding performance measures for the operating departments and advised that it is a tricky thing because as soon as you start measuring things it puts the eye of managers on the items they are being measured for. He stated that with all the changes being proposed they didn't feel like they could take it on as well. M. Turner asked them to try and suggested beta testing them.

P. Christensen stated that this year they thought they would ask Staff to start identifying them and measuring them. Mayor Sager stated that he thinks it would be a next year next step and asked Council for their opinion. M. Turner stated that he would like a beta version now. RB Thompson stated that he would like to do both now. J. Dillon is okay waiting until next year. M. Larson thinks the beta is a good idea because you can work out some wrinkles. M. Saladin thinks they should start it as long as Staff can accomplish it. J. Starzynski stated that he likes performance measures.

Mayor Sager stated that Council is saying to move ahead with it and beta test it. M. Turner stated that other than asking them to come up with ideas there is no judgment or expectation on their side. P. Christensen said they have already committed to that behind the scenes. Mayor Sager stated that they won't be presented in the budget this year, but Staff is going to beta test it and next year incorporate it. He expressed appreciation for their exceptional work.

#### **FUTURE AGENDA ITEMS**

No items were discussed.

#### **ADJOURNMENT:**

Motion by M. Turner, second by M. Larson, to adjourn the regular meeting of the City Council to the October 21, 2014 City Council meeting. Ayes: J. Dillon, M. Larson, Mayor Sager, M. Saladin, J. Starzynski, RB Thompson, M. Turner. Nays: None. Absentees: None. Abstentions: None. Motion carried.

Meeting adjourned at 8:43 PM.

Respectfully submitted,

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Dianne Mitchell - City Clerk

DATE: 10/07/14  
TIME: 16:14:35  
ID: PR490000.WOW

CITY OF WOODSTOCK  
CHECK WARRANT REPORT

PAGE: 1

NUMBER 3635

PAYROLL CHECKS FROM 10/04/2014 TO 10/08/2014

CHECK #	EMPLOYEE NAME	NET PAY
114635	VOIDED CHECK	
114636	AFLAC	1,205.34
114637	CHILD SUPPORT - D DAY	173.21
114638	CHILD SUPPORT/FOURDYCE	219.23
114639	CHILD SUPPORT - WESOLEK	515.73
114640	DEFERRED INCOME	6,586.35
114641	FEDERAL TAXES	83,744.13
114642	FLEX PLAN - HEALTH INS. DEP.	7,822.81
114643	FLEX PLAN	4,384.53
114644	DEDUCTION - AMATI	15.68
114645	DEDUCTION - AMATI	37.50
114646	IMRF CORRECTION	14.94
114647	RETIREMENT SAVINGS PLAN	1,136.90
114648	STATE TAX	15,849.85
114649	WATER/SEWER VIDALES	25.00
114650	WATER/SEWER PARKER	15.00
TOTAL	WITHHOLDING	121,746.20
STREETS		
114607	VIDALES, ROGER	135.45
TOTAL	STREETS	135.45
RECREATION CENTER		
114608	AQUINO, EDUARDO	123.51
114609	FUENTES, KARINA	379.75
114610	GUZMAN, AYESHAH	177.99
114611	KAMPS, ANN	98.45
114612	LEITZEN, ABBY-GALE	93.19
114613	POWELL, EDEN L	164.39
114614	POWELL, ELLIE	103.74
114615	REESE, AIMEE	189.40
114616	SCHMITT, RONALD	148.86
TOTAL	RECREATION CENTER	1,479.28
AQUATIC CENTER		
114617	SEIBEL, DANIEL	22.72
TOTAL	AQUATIC CENTER	22.72
POLICE		
114618	KAROLEWICZ, ROBIN	852.59
114619	MORTIMER, JEREMY	1,702.90
TOTAL	POLICE	2,555.49
PARKS		
114620	GARCIA, BALDOMERO	437.46
114621	MASS, STANLEY PHILIP	698.22
114622	O'LEARY, PATRICK	1,394.03
TOTAL	PARKS	2,529.71
OPERA HOUSE		

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CITY OF WOODSTOCK  
CHECK WARRANT REPORT

PAGE: 2

PAYROLL CHECKS FROM 10/04/2014 TO 10/08/2014

CHECK #	EMPLOYEE NAME	NET PAY
-----		
OPERA HOUSE		
114623	BOURGEOIS-KUIPER, SAHARA	240.09
114624	CAMPBELL, DANIEL	1,627.55
114625	CLAUSSEN, KATIE R	234.41
114626	FOSSE, ROBERT	245.42
114627	GREENLEAF, MARK	1,745.86
114628	WELLS, GAIL	104.35
114629	LETOURNEAU, THOMAS	141.84
114630	MYERS, MARVIN	209.50
114631	WHITE, CYNTHIA	250.12
	TOTAL OPERA HOUSE	4,799.14
WATER TREATMENT		
114632	HOFFMAN, THOMAS	273.83
114633	SCARPACE, SHANE	1,208.05
	TOTAL WATER TREATMENT	1,481.88
SEWER & WATER MAINTENANCE		
114634	MAJOR, STEPHEN	125.32
	TOTAL SEWER & WATER MAINTENANCE	125.32
	TOTAL ALL CHECKS	134,875.19

DATE: 10/07/14  
TIME: 09:34:54  
ID: PR151W00.CBL

CITY OF WOODSTOCK  
DIRECT DEPOSIT AUDIT REPORT

PAGE: 3

LAST NAME	FIRST NAME	EMP NUM	S S N	LOAD AMOUNT	BANK	ACCOUNT #	TYPE
AMRAEN	MONICA			487.37			
DILLON	JULIE			436.75			
LARSON	MAUREEN			461.75			
MCELMEEL	DANIEL			1722.20			
MITCHELL	DIANNE			363.97			
SAGER	M. BRIAN			747.77			
SALADIN	MARK			353.42			
SMILEY	CINDY			610.00			
SMILEY	CINDY			803.98			
STARZYNSKI	JOSEPH			445.08			
STELFORD III	ROSCOE			3408.71			
THOMPSON	RB			345.08			
TURNER	MICHAEL			391.75			
WILLCOCKSON	TERESA			250.00			
WILLCOCKSON	TERESA			1341.97			
BAKER	NANCY			2051.18			
BERTRAM	JOHN			1978.28			
CARLSON	CORT			2367.56			
DAY	DONOVAN			1282.19			
DAY	DONOVAN			70.00			
KASTNER	JAMES			600.00			
KASTNER	JAMES			125.00			
KASTNER	JAMES			100.00			
KASTNER	JAMES			300.00			
KASTNER	JAMES			932.15			
KASTNER	JAMES			225.00			
LIMBAUGH	DONNA			100.00			
LIMBAUGH	DONNA			1348.68			
MAYER	JOSEPH			1118.26			
NAPOLITANO	JOSEPH			1743.15			
STREIT JR.	DANIEL			30.00			
STREIT JR.	DANIEL			1541.39			
WALKINGTON	ROB			1932.01			
BAYER	PATRICIA			500.00			
BAYER	PATRICIA			327.96			
CHRISTENSEN	PAUL N			550.00			
CHRISTENSEN	PAUL N			2028.98			
LIEB	RUTH ANN			1390.31			
LISK	KATE LYNN			470.62			
STRACZEK	WILLIAM			1576.32			
WOODRUFF	CARY			1110.60			
BRINK	ADAM			909.06			
BURGESS	JEFFREY			1480.88			
FLAHIVE	TROY M			756.33			
LOMBARDO	JAMES			861.21			

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TIME: 09:34:54  
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CITY OF WOODSTOCK  
DIRECT DEPOSIT AUDIT REPORT

PAGE: 4

LAST NAME	FIRST NAME	EMP NUM	S S N	LOAD AMOUNT	BANK	ACCOUNT #	TYPE
LYNK	CHRIS			963.53			
MARTINEZ JR	MAURO			883.40			
MILLER	MARK			2322.03			
PIERCE	BARRY			1272.00			
VIDALES	ROGER			1213.30			
LAMZ	ROBERT			1334.21			
HOWIE	JANE			400.00			
HOWIE	JANE			1038.14			
RUSCKO	PAUL R			2734.25			
VAN LANDUYT	JEFFREY J.			500.00			
VAN LANDUYT	JEFFREY J.			2290.99			
WILSON	ALAN			2496.51			
BAIRD	LEAH			376.17			
BLONIARZ	JESSICA			239.70			
CORTES	VICTOR M			202.25			
CROWN	ALYSSA			99.62			
DEDUAL	BELINDA			86.81			
DIAZ	ARTURO			391.18			
DUNKER	ALAN			1494.63			
FORST	HANNAH			137.26			
FRIESEN	ANNA			264.32			
GROVER	CHARLES			298.94			
HICKS	MICHAEL S			265.78			
KARAFKA	JESSIE			152.61			
KARAFKA	JORIE			268.52			
LISK	MARY LYNN			770.60			
SALADIN	BRIDGET			68.19			
SCHEIDLER	TAYLOR			144.44			
TORREZ	RENEE			1387.99			
VIDALES	REBECCA			1705.07			
ZAMORANO	GUILLERMO			302.37			
ZINNEN	JOHN DAVID			2544.26			
GONZALES	INO			14.77			
BEHRNS	LESLIE			21.74			
SARICH	ERIN			271.87			
JANIGA	JOSEPH			212.01			
LUCKEY	DALE			264.76			
LUCKEY, JR.	HARRY			426.26			
LUCKEY	ROBERT			38.56			
MONACK	KIM			309.10			
PALOS	ERNIE			184.13			
PIERCE	LARRY			295.65			
RANDECKER	JULIE			144.90			
AMATI	CHARLES			443.58			
AMATI	CHARLES			1931.74			

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TIME: 09:34:54  
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CITY OF WOODSTOCK  
DIRECT DEPOSIT AUDIT REPORT

PAGE: 5

LAST NAME	FIRST NAME	EMP NUM	S S N	LOAD AMOUNT	BANK	ACCOUNT #	TYPE
BERNSTEIN	JASON			2236.23			
BITTIG	ANTHONY			113.61			
BRANUM	ROBBY			2560.06			
CARENO	MARIA YESENIA			206.00			
CARENO	MARIA YESENIA			200.00			
CARENO	MARIA YESENIA			1222.46			
CIPOLLA	CONSTANTINO			100.00			
CIPOLLA	CONSTANTINO			2426.76			
DAVIS	GLEN A			700.72			
DEMPSEY	DAVID			2755.25			
DIFRANCESCA	JAN			1513.03			
DOLAN	RICHARD			2453.45			
EICHINGER	PATRICIA			1626.98			
EISELSTEIN	FRED			350.00			
EISELSTEIN	FRED			1917.64			
FINK	CORY			2106.22			
FOURDYCE	JOSHUA			2419.45			
FREUND	SHARON L			1526.21			
GALLAGHER	KATHLEEN			1697.90			
GUSTIS	MICHAEL			1250.00			
GUSTIS	MICHAEL			1771.69			
HAVENS	GRANT			961.42			
HENRY	DANIEL			2077.37			
HESS	GLENN			935.46			
HESS	PAMELA			1273.44			
KARNATH	MICHAEL			1659.66			
KAROLEWICZ	ROBIN			1402.57			
KOPULOS	GEORGE			2252.74			
LANZ II	ARTHUR			2488.24			
LATHAM	DANIEL			270.00			
LATHAM	DANIEL			2408.41			
LEE	KEITH			576.42			
LIEB	JOHN			25.00			
LIEB	JOHN			25.00			
LIEB	JOHN			200.00			
LIEB	JOHN			1837.56			
LIEB	JOHN			400.00			
LINTNER	WILLIAM			400.00			
LINTNER	WILLIAM			1869.55			
LOWEN, JR.	ROBERT			2949.74			
MARSHALL	SHANE			2250.44			
MORTIMER	JEREMY			2161.33			
MUEHLFELT	BRETT			2157.17			
NAATZ	CHRISTOPHER			1520.06			
NIEDZWIECKI	MICHAEL			20.00			

DATE: 10/07/14  
TIME: 09:34:54  
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CITY OF WOODSTOCK  
DIRECT DEPOSIT AUDIT REPORT

PAGE: 6

LAST NAME	FIRST NAME	EMP NUM	S S N	LOAD AMOUNT	BANK	ACCOUNT #	TYPE
NIEDZWIECKI			*****7944	1610.95			
PARSONS			*****2592	1550.00			
PARSONS			*****2592	1061.01			
PAULEY			*****4338	2249.40			
PETERSON			*****3245	1306.94			
PRENTICE			*****2872	1328.27			
PRITCHARD			*****8841	530.30			
PRITCHARD			*****8841	2436.23			
RANDALL			*****0825	510.21			
RAPACZ			*****0318	175.00			
RAPACZ			*****0318	2101.85			
REED			*****2442	1360.22			
REITZ, JR.			*****0519	2211.61			
SCHMIDTKE			*****8202	2078.16			
SCHRAW			*****2306	2282.74			
SHARP			*****9611	75.26			
SHARP			*****9611	1429.91			
SHEPHERD			*****6750	143.61			
SOTO			*****6875	1119.63			
MCKENDRY			*****3312	25.00			
MCKENDRY			*****3312	25.00			
MCKENDRY			*****3312	1352.50			
TIETZ			*****2842	1659.13			
VALLE			*****2679	1917.76			
VORDERER			*****4270	2310.14			
WALKER			*****3001	1468.38			
WESOLEK			*****3218	1914.74			
MAY			*****0429	1219.95			
SCHOBER			*****0740	120.00			
SCHOBER			*****0740	2725.07			
SCHACHT			*****8162	937.18			
BIRDSELL			*****1538	1307.79			
EDDY			*****4882	1024.85			
LESTER			*****7523	1182.85			
MASS			*****5051	550.00			
MECKLENBURG			*****5786	1454.74			
NELSON			*****3846	30.00			
NELSON			*****3846	300.00			
NELSON			*****3846	1523.53			
SPRING			*****9295	903.45			
BARRY			*****4549	30.00			
BARRY			*****4549	144.80			
BEAUDINE			*****6199	235.98			
BETH			*****8401	216.37			
BROUILLETTE			*****1114	141.55			

DATE: 10/07/14  
TIME: 09:34:54  
ID: PR151W00.CBL

CITY OF WOODSTOCK  
DIRECT DEPOSIT AUDIT REPORT

LAST NAME	FIRST NAME	EMP NUM	S S N	LOAD AMOUNT	BANK	ACCOUNT #	TYPE
CANTY	NANCY NOVY			130.08			
GERVAIS	MARIANNE			122.98			
GRANZETTO	GERALDINE			818.54			
KNAPKE	NATHAN			1129.57			
LYON	LETITIA			34.13			
MCCORMACK	JOSEPH			1636.43			
PANNIER	LORI ANN			260.15			
ROGERS	FLOYD			208.08			
SCHARRES	JOHN			2827.13			
STEINKAMP	LORRAINE			873.45			
WIEGEL	DANIEL M			218.37			
BERGESON	PATRICIA			221.27			
BRADLEY	KATHERINE			90.00			
BRADLEY	KATHERINE			488.46			
DAWDY	KIRK			1324.64			
DREYER	TRUDIE			649.85			
FEE	JULIE			1559.53			
HANSEN	MARTHA			1225.09			
HOYT	MARY J			140.40			
ICKES	RICHARD			205.75			
IHSSEN	CLARISSA			178.79			
KAMINSKI	SARAH			550.42			
KNOLL	LINDA			712.23			
MILLER	LISA			474.78			
MOORHOUSE	PAMELA			1835.10			
MORO	PAMELA			913.87			
O'LEARY	CAROLYN			1319.35			
PALMER	STEPHANIE			891.46			
PALMQUIST	PEGGY			211.16			
REWOLDT	BAILEY S			259.59			
RYAN	ELIZABETH			1192.94			
RYAN	MARY M			1203.66			
SMILEY	BRIAN			273.82			
SUGDEN	MARY			688.16			
SUGDEN	MARY			200.00			
TOTTON SCHWARZ	LORA			200.00			
TOTTON SCHWARZ	LORA			1557.24			
TRIPP	KATHRYN			550.75			
WEBER	NICHOLAS P			2585.27			
ZAMORANO	CARRIE			1257.50			
GARRISON	ADAM			1315.69			
HOFFMAN	THOMAS			1000.00			
SMITH	WILLIAM			500.00			
SMITH	WILLIAM			1504.34			
WHISTON	TIMOTHY			1155.29			

DATE: 10/07/14  
TIME: 09:34:55  
ID: PR151W00.CBL

CITY OF WOODSTOCK  
DIRECT DEPOSIT AUDIT REPORT

PAGE: 8

LAST NAME	FIRST NAME	EMP NUM	S S N	LOAD AMOUNT	BANK	ACCOUNT #	TYPE
BAKER	WAYNE			1478.98			
BOLDA	DANIEL			1027.47			
GEORGE	ANNE			250.00			
GEORGE	ANNE			1717.97			
HANSELL	SUSAN			1072.22			
SHEAHAN	ADAM			100.00			
SHEAHAN	ADAM			1042.60			
VIDALES	HENRY			53.00			
VIDALES	HENRY			1200.31			
GROH	PHILLIP			1212.41			
MAJOR	STEPHEN			20.00			
MAJOR	STEPHEN			1202.76			
MAXWELL	ZACHARY			837.24			
MCCAHILL	NICHOLAS			200.00			
MCCAHILL	NICHOLAS			671.88			
PARKER	SHAWN			60.00			
PARKER	SHAWN			1987.77			
WALTERS	JASON			600.00			
WALTERS	JASON			517.54			
WEGENER	JAMES			972.10			
WOJTECKI	KEITH			1312.85			
ZERMENO	JORGE			850.66			
TOTAL AMOUNT OF DIRECT DEPOSITS				243825.43			

Total # of Employees: 199  
Total # of Direct Deposits 247

City of Woodstock  
Warrant No. 3635 Page: 9  
Payroll Checks from 10/04/14 To 10/08/14

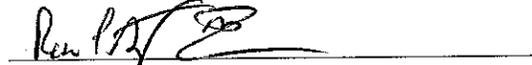
Total All Checks	134,875.19
Total Direct Deposits Per Audit Report	243,825.43
Grand Total of Payroll	378,700.62

**City of Woodstock**  
**Warrant No. 3635**

All items tabulated above and before are proper expenses due from the City of Woodstock for services performed or materials furnished to the City of Woodstock.



Treasurer



City Manager

The Finance Director is hereby authorized to issue order on the City Treasurer covering the above listed obligations approved by the City Council this 21st day of October, 2014.

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

FROM CHECK # 98295 TO CHECK # 98463

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
98295	A AMERICAN ARBORIST	VICTORIAN VILLAGE TREE REMOVAL	PUBLIC PARKS FUND / PUBLIC PARKS	3,100.00
			CHECK TOTAL	3,100.00
98296	MONICA AMRAEN	SENIORS SUPPLIES	GENERAL CORPORATE FUND / COMMUNITY EVENTS	19.36
			CHECK TOTAL	19.36
98297	ARAMARK UNIFORM SERVICE	UNIFORM RENTAL SERVICES	POLICE PROTECTION FUND / POLICE PROTECTION	25.57
		UNIFORM RENTAL SERVICES	POLICE PROTECTION FUND / POLICE PROTECTION	25.57
			CHECK TOTAL	51.14
98298	BADGER TRUCK CENTER	FREIGHT	GENERAL CORPORATE FUND / STREETS DIVISION	12.24
			CHECK TOTAL	12.24
98299	BARCODESINC	TERMAL RECEIPT PAPER	POLICE PROTECTION FUND / POLICE PROTECTION	336.69
			CHECK TOTAL	336.69
98300	EDWIN H. BENN	MEDIATION FEE FOR LOC 150 CONT	GENERAL CORPORATE FUND / HUMAN RESOURCES	1,803.76
			CHECK TOTAL	1,803.76
98301	BOHN'S ACE HARDWARE	SUPPLIES/MATERIALS	POLICE PROTECTION FUND / POLICE PROTECTION	2.99
			CHECK TOTAL	2.99
98302	JUDITH BROWN	RECREATION INSTRUCTION	RECREATION CENTER FUND / RECREATION CENTER	128.00
			CHECK TOTAL	128.00
98303	CALL ONE	PHONE CHARGES	GENERAL CORPORATE FUND / GENERAL GOVERNMENT	58.08
		PHONE CHARGES	GENERAL CORPORATE FUND / FINANCE DEPARTMENT	188.58
		PHONE CHARGES	GENERAL CORPORATE FUND / HUMAN RESOURCES	63.27
		PHONE CHARGES	GENERAL CORPORATE FUND / COMMUNITY & ECONOMIC D	58.08
		PHONE CHARGES	GENERAL CORPORATE FUND / PUBLIC WORKS ADMINISTR	784.58
		PHONE CHARGES	GENERAL CORPORATE FUND / RECREATION DIVISION	46.22
		PHONE CHARGES	RECREATION CENTER FUND / RECREATION CENTER	155.69
		PHONE CHARGES	POLICE PROTECTION FUND / POLICE PROTECTION	4,091.26
		PHONE CHARGES	PERFORMING ARTS FUND / OPERA HOUSE	236.14
		PHONE CHARGES	PUBLIC LIBRARY FUND / PUBLIC LIBRARY	155.69
		PHONE CHARGES	WATER AND SEWER UTILITY FUND / WATER TREATMENT	1,912.06
		PHONE CHARGES	WATER AND SEWER UTILITY FUND / SEWAGE TREATMENT	298.97
		PHONE CHARGES	WATER AND SEWER UTILITY FUND / SEWER & WATER MA	788.83
			CHECK TOTAL	8,837.45

FROM CHECK # 98295 TO CHECK # 98463

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
98304	ANTONIO CALDERON	R.O.W. 815 ROOSEVELT ST	ESCROW FUND / ESCROW ACCOUNT	100.00
			CHECK TOTAL	100.00
98305	CHEMSEARCH	SUPPLIES	WATER AND SEWER UTILITY FUND / SEWAGE TREATMENT	997.78
			CHECK TOTAL	997.78
98306	CROWN RESTROOMS	RENTAL SERVICES-SULLIVAN FIELD	PUBLIC PARKS FUND / PUBLIC PARKS	156.50
		RENTAL SERVICES-MERRYMAN FIELD	PUBLIC PARKS FUND / PUBLIC PARKS	604.50
		RENTAL SERVICES-MERRYMAN FIELD	PUBLIC PARKS FUND / PUBLIC PARKS	230.00
			CHECK TOTAL	991.00
98307	CURRIE MOTORS	VEHICLE PURCHASE	CAPITAL IMP. GEN. CORP. FUND / PUBLIC SAFETY	27,333.00
			CHECK TOTAL	27,333.00
98308	ARTURO DIAZ	SERVICE	AQUATIC CENTER FUND / AQUATIC CENTER	72.00
			CHECK TOTAL	72.00
98309	ALAN DUNKER	PAINT FOR WWV POOL SHELL PAINTING PROJECT	AQUATIC CENTER FUND / AQUATIC CENTER AQUATIC CENTER FUND / AQUATIC CENTER	2,179.80 1,882.75
			CHECK TOTAL	4,062.55
98310	EJ USA, INC	SERVICES	CAPITAL IMP. GEN. CORP. FUND / STREETS/SIDEWALK	391.14
			CHECK TOTAL	391.14
98311	DAVID G. ETERNO	PROFESSIONAL SERVICES	ADMINISTRATIVE ADJUDICATION / ADMINISTRATIVE AD	450.00
			CHECK TOTAL	450.00
98312	FOX VALLEY FIRE & SAFETY CO.	RADIO INSTALL	WIRELESS ALARM MONITORING / WIRELESS ALARM MONI	210.00
			CHECK TOTAL	210.00
98313	JAMES FRANKLIN	OFFICIAL'S SERVICES	GENERAL CORPORATE FUND / RECREATION DIVISION	48.00
			CHECK TOTAL	48.00
98314	ANNA FRIESEN	RECREATION INSTRUCTOR TOYS FOR PLAY ROOM	RECREATION CENTER FUND / RECREATION CENTER GENERAL CORPORATE FUND / RECREATION DIVISION	165.00 30.00
			CHECK TOTAL	195.00
98315	GATE OPTIONS	SERVICE FOR GATE	WATER AND SEWER UTILITY FUND / SEWAGE TREATMENT	250.00
			CHECK TOTAL	250.00

FROM CHECK # 98295 TO CHECK # 98463

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
98316	GE CAPITAL RETAIL BANK	REAR BLADE	PUBLIC PARKS FUND / PUBLIC PARKS	349.99
		UNIFORMS	PUBLIC PARKS FUND / PUBLIC PARKS	229.95
		UNIFORMS	PUBLIC PARKS FUND / PUBLIC PARKS	39.99
		MATERIALS	GENERAL CORPORATE FUND / STREETS DIVISION	78.31
			CHECK TOTAL	698.24
98317	GRAINGER	BATTERY	WATER AND SEWER UTILITY FUND / SEWAGE TREATMENT	279.90
		MATERIALS	WATER AND SEWER UTILITY FUND / SEWAGE TREATMENT	483.54
			CHECK TOTAL	763.44
98318	ED HALL	CONCERT 10/19/14	PUBLIC LIBRARY FUND / PUBLIC LIBRARY	200.00
			CHECK TOTAL	200.00
98319	JOHN HOCKERSMITH	RECREATION INSTRUCTOR	RECREATION CENTER FUND / RECREATION CENTER	202.50
			CHECK TOTAL	202.50
98320	HOME STATE BANK	EMPLOYEE HEALTH CONTRIBUTION	GENERAL CORPORATE FUND / GENERAL	53,619.08
		EMPLOYEE HEALTH CONTRIBUTION	POLICE PROTECTION FUND / POLICE PROTECTION	55,138.97
		EMPLOYEE HEALTH CONTRIBUTION	AQUATIC CENTER FUND / AQUATIC CENTER	752.57
		EMPLOYEE HEALTH CONTRIBUTION	RECREATION CENTER FUND / RECREATION CENTER	752.57
		EMPLOYEE HEALTH CONTRIBUTION	PUBLIC PARKS FUND / PUBLIC PARKS	12,439.24
		EMPLOYEE HEALTH CONTRIBUTION	PERFORMING ARTS FUND / OPERA HOUSE	4,515.39
		EMPLOYEE HEALTH CONTRIBUTION	PUBLIC LIBRARY FUND / PUBLIC LIBRARY	9,846.77
		EMPLOYEE HEALTH CONTRIBUTION	WATER AND SEWER UTILITY FUND / WATER & SEWER	24,030.94
			CHECK TOTAL	161,095.53
98321	DON KAMPS	RECREATION OFFICIAL	GENERAL CORPORATE FUND / RECREATION DIVISION	72.00
			CHECK TOTAL	72.00
98322	ROBIN KAROLEWICZ	TRAINING-EMERG MED DISPATCH	POLICE PROTECTION FUND / POLICE PROTECTION	24.53
			CHECK TOTAL	24.53
98323	SHIRLEY A. KOCH	RECREATION INSTRUCTOR	RECREATION CENTER FUND / RECREATION CENTER	136.00
			CHECK TOTAL	136.00
98324	SALLY R. LESCHER	INSTRUCTOR CONTRACT	RECREATION CENTER FUND / RECREATION CENTER	78.00
			CHECK TOTAL	78.00

FROM CHECK # 98295 TO CHECK # 98463

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
98325	COURTNEY LOCKINGER	DEPOSIT REFUND	GENERAL CORPORATE FUND / GENERAL	50.00
			CHECK TOTAL	50.00
98326	DAN LORANZ	FALL COMPUTER COURSE	PUBLIC LIBRARY FUND / PUBLIC LIBRARY	420.00
			CHECK TOTAL	420.00
98327	ROBERT W. LOWEN, JR.	MEETING EXPENSE	POLICE PROTECTION FUND / POLICE PROTECTION	115.00
			CHECK TOTAL	115.00
98328	LAURA LUISI	MEMBERSHIP REFUND	RECREATION CENTER FUND / RECREATION CENTER	50.00
			CHECK TOTAL	50.00
98329	MDC ENVIRONMENTAL SERVICES	GARBAGE STICKERS YARDWASTE STICKERS	ESCROW FUND / ESCROW ACCOUNT ESCROW FUND / ESCROW ACCOUNT	3,870.00 3,600.00
			CHECK TOTAL	7,470.00
98330	MCHENRY ANALYTICAL WATER	OUTSIDE TESTING	WATER AND SEWER UTILITY FUND / SEWAGE TREATMENT	135.00
			CHECK TOTAL	135.00
98331	AMY MCKENDRY	NOTARY RENEWAL	POLICE PROTECTION FUND / POLICE PROTECTION	5.00
			CHECK TOTAL	5.00
98332	MILLER ENGINEERING CO.	LABOR AND MATERIALS	POLICE PROTECTION FUND / POLICE PROTECTION	1,814.55
			CHECK TOTAL	1,814.55
98333	RUBY NAGI	WATER/SEWER REFUND	WATER AND SEWER UTILITY FUND / WATER & SEWER	39.28
			CHECK TOTAL	39.28
98334	NORTH EAST MULTI-REGIONAL	TRAINING SERVICES TRAINING SERVICES	POLICE PROTECTION FUND / POLICE PROTECTION POLICE PROTECTION FUND / POLICE PROTECTION	250.00 255.00
			CHECK TOTAL	505.00
98335	NORTHWEST POLICE ACADEMY	MEETING EXPENSE	POLICE PROTECTION FUND / POLICE PROTECTION	25.00
			CHECK TOTAL	25.00
98336	NICOR	UTILITY-GAS	PUBLIC PARKS FUND / PUBLIC PARKS	26.64
			CHECK TOTAL	26.64

FROM CHECK # 98295 TO CHECK # 98463

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
98337	POLICE PENSION FUND	TRANSFER	POLICE PROTECTION FUND / POLICE PROTECTION	14,759.27
			CHECK TOTAL	14,759.27
98338	PORT-A-JOHN	RENTAL SERVICES	PUBLIC PARKS FUND / PUBLIC PARKS	104.00
		RENTAL SERVICES	PUBLIC PARKS FUND / PUBLIC PARKS	104.00
		RENTAL SERVICES	PUBLIC PARKS FUND / PUBLIC PARKS	208.00
		RENTAL SERVICES	PUBLIC PARKS FUND / PUBLIC PARKS	104.00
		RENTAL SERVICES	PUBLIC PARKS FUND / PUBLIC PARKS	624.00
		RENTAL SERVICES	PUBLIC PARKS FUND / PUBLIC PARKS	520.00
		RENTAL SERVICES	PUBLIC PARKS FUND / PUBLIC PARKS	104.00
			CHECK TOTAL	1,768.00
98339	PRO-VISION	IN CAR VIDEO EQUIPMENT	CAPITAL IMP. GEN. CORP. FUND / PUBLIC SAFETY	28,110.00
		SHIPPING	CAPITAL IMP. GEN. CORP. FUND / PUBLIC SAFETY	2,562.25
			CHECK TOTAL	30,672.25
98340	QUILL CORPORATION	SUPPLIES	PUBLIC LIBRARY FUND / PUBLIC LIBRARY	119.32
		INK CARTRIDGES	WATER AND SEWER UTILITY FUND / ADMINISTRATION &	18.89
		SUPPLIES	PUBLIC LIBRARY FUND / PUBLIC LIBRARY	79.89
		SUPPLIES	GENERAL CORPORATE FUND / GENERAL GOVERNMENT	35.31
		SUPPLIES	GENERAL CORPORATE FUND / FINANCE DEPARTMENT	9.16
		SUPPLIES	GENERAL CORPORATE FUND / HUMAN RESOURCES	9.16
		SUPPLIES	GENERAL CORPORATE FUND / COMMUNITY & ECONOMIC D	9.16
		SUPPLIES	GENERAL CORPORATE FUND / PUBLIC WORKS ADMINISTR	9.16
		SUPPLIES	GENERAL CORPORATE FUND / RECREATION DIVISION	9.16
		SUPPLIES	PERFORMING ARTS FUND / OPERA HOUSE	9.15
		SUPPLIES	PUBLIC LIBRARY FUND / PUBLIC LIBRARY	37.45
		SUPPLIES	PUBLIC LIBRARY FUND / PUBLIC LIBRARY	6.49
		SUPPLIES	PUBLIC LIBRARY FUND / PUBLIC LIBRARY	116.31
		SUPPLIES	PUBLIC LIBRARY FUND / PUBLIC LIBRARY	10.98
		SUPPLIES	POLICE PROTECTION FUND / POLICE PROTECTION	107.96
		INK CARTRIDGES	WATER AND SEWER UTILITY FUND / ADMINISTRATION &	43.17
		STORAGE BOXES	GENERAL CORPORATE FUND / GENERAL GOVERNMENT	126.89
			CHECK TOTAL	757.61
98341	SECRETARY OF STATE	VEHICLE REGISTRATION	POLICE PROTECTION FUND / POLICE PROTECTION	105.00
			CHECK TOTAL	105.00

FROM CHECK # 98295 TO CHECK # 98463

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
98342	PATRICK RYAN	MEMBERSHIP REFUND	RECREATION CENTER FUND / RECREATION CENTER	40.00
			CHECK TOTAL	40.00
98343	ELIZABETH RYAN	PROGRAM SUPPLIES	PUBLIC LIBRARY FUND / PUBLIC LIBRARY	58.27
			CHECK TOTAL	58.27
98344	LORRAINE STEINKAMP	METAL FILING CABINETS	PERFORMING ARTS FUND / OPERA HOUSE	40.00
			CHECK TOTAL	40.00
98345	SUBURBAN LABORATORIES	OUTSIDE TESTING	WATER AND SEWER UTILITY FUND / SEWAGE TREATMENT	518.00
		OUTSIDE TESTING	WATER AND SEWER UTILITY FUND / SEWAGE TREATMENT	582.00
		OUTSIDE TESTING	WATER AND SEWER UTILITY FUND / SEWAGE TREATMENT	582.00
			CHECK TOTAL	1,682.00
98346	WILLIAM TELL PRODUCTIONS	LEO KOTTKE SEPT 26, 27, 2014	ESCROW FUND / ESCROW ACCOUNT	14,634.90
			CHECK TOTAL	14,634.90
98347	TODAY'S UNIFORMS	UNIFORMS	POLICE PROTECTION FUND / POLICE PROTECTION	110.95
		UNIFORMS	POLICE PROTECTION FUND / POLICE PROTECTION	26.95
		UNIFORMS	POLICE PROTECTION FUND / POLICE PROTECTION	110.95
			CHECK TOTAL	248.85
98348	U. S. A. BLUE BOOK	REPLACEMENT WASHER	WATER AND SEWER UTILITY FUND / WATER/SEWER CAPI	7,116.51
		FREIGHT	WATER AND SEWER UTILITY FUND / WATER/SEWER CAPI	200.00
		MATERIALS	WATER AND SEWER UTILITY FUND / SEWAGE TREATMENT	480.23
		SUMP PUMPS	WATER AND SEWER UTILITY FUND / SEWAGE TREATMENT	559.95
		LAB SUPPLIES AND CHEMICALS	WATER AND SEWER UTILITY FUND / SEWAGE TREATMENT	451.90
		MATERIALS	WATER AND SEWER UTILITY FUND / SEWAGE TREATMENT	204.45
		LAB SUPPLIES AND CHEMICALS	WATER AND SEWER UTILITY FUND / SEWAGE TREATMENT	345.15
			CHECK TOTAL	9,358.19
98349	UNITED LABORATORIES	MATERIALS	WATER AND SEWER UTILITY FUND / SEWAGE TREATMENT	921.04
			CHECK TOTAL	921.04
98350	UNITED PARCEL SERVICE	SHIPPING SERVICES	GENERAL CORPORATE FUND / FINANCE DEPARTMENT	113.00
		SHIPPING SERVICES	GENERAL CORPORATE FUND / PUBLIC WORKS ADMINISTR	7.15
		SHIPPING SERVICES	WATER AND SEWER UTILITY FUND / SEWAGE TREATMENT	8.00
			CHECK TOTAL	128.15

FROM CHECK # 98295 TO CHECK # 98463

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
98351	WAL-MART COMMUNITY	RETIREMENT LUNCH - MAYER	GENERAL CORPORATE FUND / GENERAL GOVERNMENT	58.94
			CHECK TOTAL	58.94
98352	WATER RESOURCES, INC.	WATER METERS	WATER AND SEWER UTILITY FUND / WATER/SEWER CAPI	3,000.00
			CHECK TOTAL	3,000.00
98353	WOODSTOCK FIRE RESCUE	WFRD ADMIN FEES MAY-SEPT 2014	WIRELESS ALARM MONITORING / WIRELESS ALARM MONI	21,042.00
			CHECK TOTAL	21,042.00
98354	WOODSTOCK POWER EQUIPMENT, INC	MATERIALS	GENERAL CORPORATE FUND / STREETS DIVISION	49.90
		MATERIALS	PUBLIC PARKS FUND / PUBLIC PARKS	126.81
			CHECK TOTAL	176.71
98355	JOSE M. ZAMORANO	SERVICE	RECREATION CENTER FUND / RECREATION CENTER	170.00
			CHECK TOTAL	170.00
98356	NICHOLAS WEBER	TRAVEL EXPENSE	PUBLIC LIBRARY FUND / PUBLIC LIBRARY	88.80
			CHECK TOTAL	88.80
98357	A TO Z ENGRAVING	NAME PLATE	PUBLIC PARKS FUND / PUBLIC PARKS	11.50
			CHECK TOTAL	11.50
98358	ADCO SIGNS	DECAL	WATER AND SEWER UTILITY FUND / WATER TREATMENT	60.00
			CHECK TOTAL	60.00
98359	CONSERV FS	DIESEL FUEL	PUBLIC PARKS FUND / PUBLIC PARKS	1,662.35
		REGULAR FUEL	GENERAL CORPORATE FUND / STREETS DIVISION	54.81
		REGULAR FUEL	WATER AND SEWER UTILITY FUND / WATER TREATMENT	200.00
		REGULAR FUEL	WATER AND SEWER UTILITY FUND / SEWER & WATER MA	200.00
		DIESEL FUEL	WATER AND SEWER UTILITY FUND / SEWAGE TREATMENT	300.00
		DIESEL FUEL	PUBLIC PARKS FUND / PUBLIC PARKS	140.50
		DIESEL FUEL	WATER AND SEWER UTILITY FUND / SEWER & WATER MA	1,000.00
		REGULAR FUEL	WATER AND SEWER UTILITY FUND / SEWAGE TREATMENT	126.87
		REGULAR FUEL	PUBLIC PARKS FUND / PUBLIC PARKS	50.00
		DIESEL FUEL	GENERAL CORPORATE FUND / STREETS DIVISION	2,200.00
		DIESEL FUEL	PUBLIC PARKS FUND / PUBLIC PARKS	519.94
			CHECK TOTAL	6,454.47

FROM CHECK # 98295 TO CHECK # 98463

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
98360	AMAZON	LIBRARY MATERIALS	PUBLIC LIBRARY FUND / PUBLIC LIBRARY	446.06
			CHECK TOTAL	446.06
98361	AMERICAN GRAPHIC WORKS	RECREATION SUPPLIES	GENERAL CORPORATE FUND / RECREATION DIVISION	331.12
			CHECK TOTAL	331.12
98362	AQUAFIX	FOAM BUSTER	WATER AND SEWER UTILITY FUND / SEWAGE TREATMENT	562.48
			CHECK TOTAL	562.48
98363	ARAMARK UNIFORM SERVICE	UNIFORM RENTAL SERVICES	POLICE PROTECTION FUND / POLICE PROTECTION	25.57
			CHECK TOTAL	25.57
98364	ARARMARK	UNIFORMS	GENERAL CORPORATE FUND / STREETS DIVISION	86.98
			CHECK TOTAL	86.98
98365	ASSOCIATED ELECTRICAL	STREET LIGHT REPAIR	GENERAL CORPORATE FUND / STREETS DIVISION	524.94
		SHERIFF HOUSE REPAIR	TAX INCREMENT FINANCING FUND / TAX INCREMENT FI	494.56
			CHECK TOTAL	1,019.50
98366	AVENET LLC	WEB SERVICE	GENERAL CORPORATE FUND / GENERAL GOVERNMENT	1,850.00
			CHECK TOTAL	1,850.00
98367	BAKER & TAYLOR BOOKS	BOOKS	PUBLIC LIBRARY FUND / PUBLIC LIBRARY	531.87
		BOOKS	PUBLIC LIBRARY FUND / PUBLIC LIBRARY	669.87
		BOOKS	PUBLIC LIBRARY FUND / PUBLIC LIBRARY	672.67
		BOOKS	PUBLIC LIBRARY FUND / PUBLIC LIBRARY	490.96
		BOOKS	PUBLIC LIBRARY FUND / PUBLIC LIBRARY	393.00
		BOOKS	PUBLIC LIBRARY FUND / PUBLIC LIBRARY	520.14
		BOOKS	PUBLIC LIBRARY FUND / PUBLIC LIBRARY	897.22
		BOOKS	PUBLIC LIBRARY FUND / PUBLIC LIBRARY	560.48
		BOOKS	PUBLIC LIBRARY FUND / PUBLIC LIBRARY	468.48
		BOOKS	PUBLIC LIBRARY FUND / PUBLIC LIBRARY	458.26
		BOOKS	PUBLIC LIBRARY FUND / PUBLIC LIBRARY	497.78
		BOOKS	PUBLIC LIBRARY FUND / PUBLIC LIBRARY	473.65
		BOOKS	PUBLIC LIBRARY FUND / PUBLIC LIBRARY	544.71
		BOOKS	PUBLIC LIBRARY FUND / PUBLIC LIBRARY	674.16
		BOOKS	PUBLIC LIBRARY FUND / PUBLIC LIBRARY	622.82
		BOOKS	PUBLIC LIBRARY FUND / PUBLIC LIBRARY	1,052.74
			CHECK TOTAL	9,528.81

FROM CHECK # 98295 TO CHECK # 98463

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
98368	BAKER & TAYLOR CONTINUATION	BOOKS	PUBLIC LIBRARY FUND / PUBLIC LIBRARY	229.66
		BOOKS	PUBLIC LIBRARY FUND / PUBLIC LIBRARY	151.29
		BOOKS	PUBLIC LIBRARY FUND / PUBLIC LIBRARY	374.34
			CHECK TOTAL	755.29
98369	BOHN'S ACE HARDWARE	SUPPLIES/MATERIALS	WATER AND SEWER UTILITY FUND / SEWAGE TREATMENT	7.28
		SUPPLIES/MATERIALS	WATER AND SEWER UTILITY FUND / SEWAGE TREATMENT	2.00
		SUPPLIES/MATERIALS	GENERAL CORPORATE FUND / STREETS DIVISION	17.97
		SUPPLIES/MATERIALS	GENERAL CORPORATE FUND / STREETS DIVISION	59.76
		SCREWS	WATER AND SEWER UTILITY FUND / SEWER & WATER MA	1.08
		SUPPLIES/MATERIALS	GENERAL CORPORATE FUND / STREETS DIVISION	13.97
		SUPPLIES/MATERIALS	POLICE PROTECTION FUND / POLICE PROTECTION	29.47
		SUPPLIES/MATERIALS	POLICE PROTECTION FUND / POLICE PROTECTION	8.26
		DOOR KNOB REPLACEMENT	PUBLIC PARKS FUND / PUBLIC PARKS	16.99
		BATES PARK RESTROOM KEYS	PUBLIC PARKS FUND / PUBLIC PARKS	4.98
		CITY HALL KEYS	PUBLIC PARKS FUND / PUBLIC PARKS	4.98
		ELECTRICAL PANEL	PUBLIC PARKS FUND / PUBLIC PARKS	66.95
			CHECK TOTAL	233.69
98370	BURRIS EQUIPMENT COMPANY	DIAMOND BLADE	CAPITAL IMP. GEN. CORP. FUND / STREETS/SIDEWALK	392.49
			CHECK TOTAL	392.49
98371	JOHN P. BYARD	KARATE SERVICES	GENERAL CORPORATE FUND / RECREATION DIVISION	480.00
			CHECK TOTAL	480.00
98372	CABAY & COMPANY, INC	SUPPLIES	PUBLIC LIBRARY FUND / PUBLIC LIBRARY	444.15
			CHECK TOTAL	444.15
98373	CARQUEST AUTO PARTS STORES	CAP	ENVIRONMENTAL MANAGEMENT FUND / ENVIRONMENTAL M	6.50
		MOTOR OIL	GENERAL CORPORATE FUND / STREETS DIVISION	7.90
		POWER STEERING LINE	POLICE PROTECTION FUND / POLICE PROTECTION	79.46
		FILTERS	GENERAL CORPORATE FUND / STREETS DIVISION	16.20
		FILTERS	PUBLIC PARKS FUND / PUBLIC PARKS	10.80
		FILTERS	WATER AND SEWER UTILITY FUND / SEWER & WATER MA	39.79
		BELT	POLICE PROTECTION FUND / POLICE PROTECTION	21.44
		FILTER	GENERAL CORPORATE FUND / STREETS DIVISION	21.63
		FILTERS	PUBLIC PARKS FUND / PUBLIC PARKS	32.83
		FILTERS	GENERAL CORPORATE FUND / STREETS DIVISION	32.83

FROM CHECK # 98295 TO CHECK # 98463

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
98373	CARQUEST AUTO PARTS STORES	SENSOR	PUBLIC PARKS FUND / PUBLIC PARKS	34.70
			CHECK TOTAL	304.08
98374	CENTER POINT LARGE PRINT	LIBRARY MATERIALS	PUBLIC LIBRARY FUND / PUBLIC LIBRARY	231.10
		LIBRARY MATERIALS	PUBLIC LIBRARY FUND / PUBLIC LIBRARY	210.98
			CHECK TOTAL	442.08
98375	CHICAGO COFFEE ROASTERY, INC.	CAFE SUPPLIES	PERFORMING ARTS FUND / CAFE	69.70
			CHECK TOTAL	69.70
98376	MICHAEL & FLORENCE CISNER	I/I IMPROVEMENT	WATER AND SEWER UTILITY FUND / WATER/SEWER CAPI	2,500.00
			CHECK TOTAL	2,500.00
98377	CITY LIMITS SYSTEMS INC	STREET MATERIALS	GENERAL CORPORATE FUND / STREETS DIVISION	221.03
			CHECK TOTAL	221.03
98378	CLARK BAIRD SMITH LLP	LEGAL - LOCAL 150 CONTRACT	GENERAL CORPORATE FUND / HUMAN RESOURCES	13,757.50
			CHECK TOTAL	13,757.50
98379	COMCAST CABLE	COMMUNICATIONS	PUBLIC LIBRARY FUND / PUBLIC LIBRARY	394.85
		COMMUNICATIONS	WATER AND SEWER UTILITY FUND / WATER TREATMENT	82.90
			CHECK TOTAL	477.75
98380	DAHM ENTERPRISES INC	TRUCKING SERVICES	WATER AND SEWER UTILITY FUND / WATER TREATMENT	1,200.00
			CHECK TOTAL	1,200.00
98381	DAHM ENTERPRISES INC	TRANSPORTATION OF DISPOSAL	WATER AND SEWER UTILITY FUND / SEWAGE TREATMENT	8,089.20
			CHECK TOTAL	8,089.20
98382	DIRECT ENERGY BUSINESS	STREET LIGHTING	GENERAL CORPORATE FUND / STREETS DIVISION	16,568.63
			CHECK TOTAL	16,568.63
98383	ED'S AUTOMOTIVE	TESTING SERVICES	GENERAL CORPORATE FUND / STREETS DIVISION	234.00
		TESTING SERVICES	WATER AND SEWER UTILITY FUND / SEWER & WATER MA	52.00
			CHECK TOTAL	286.00
98384	ENVIRONMENTS	PLAYROOM SUPPLIES	RECREATION CENTER FUND / RECREATION CENTER	247.71
			CHECK TOTAL	247.71

FROM CHECK # 98295 TO CHECK # 98463

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
98385	FASTENAL COMPANY	BOLTS	GENERAL CORPORATE FUND / STREETS DIVISION	26.65
			CHECK TOTAL	26.65
98386	GALE	BOOKS	PUBLIC LIBRARY FUND / PUBLIC LIBRARY	340.69
		BOOKS	PUBLIC LIBRARY FUND / PUBLIC LIBRARY	27.18
		BOOKS	PUBLIC LIBRARY FUND / PUBLIC LIBRARY	351.11
		BOOKS	PUBLIC LIBRARY FUND / PUBLIC LIBRARY	24.79
		BOOKS	PUBLIC LIBRARY FUND / PUBLIC LIBRARY	77.57
			CHECK TOTAL	821.34
98387	GRAINGER	BELTS, SUTERBILT BLOWER MOTOR	WATER AND SEWER UTILITY FUND / SEWAGE TREATMENT	84.24
			WATER AND SEWER UTILITY FUND / SEWAGE TREATMENT	121.68
			CHECK TOTAL	205.92
98388	HAAS SERVICE SYSTEM	JANITORIAL SERVICES - SEPTEMBE	PERFORMING ARTS FUND / OPERA HOUSE	1,550.00
			CHECK TOTAL	1,550.00
98389	ASHLEY HANSEN	PROGRAM FEE REFUND	GENERAL CORPORATE FUND / GENERAL	70.00
			CHECK TOTAL	70.00
98390	HAWKINS, INC.	CYLINDERS	WATER AND SEWER UTILITY FUND / SEWAGE TREATMENT	379.00
			CHECK TOTAL	379.00
98391	HD SUPPLY	MATERIALS	WATER AND SEWER UTILITY FUND / SEWER & WATER MA	135.88
			CHECK TOTAL	135.88
98392	CHAS. HERDRICH & SON, INC.	SUPPLIES	PERFORMING ARTS FUND / CAFE	37.60
			CHECK TOTAL	37.60
98393	JOHN HOCKERSMITH	RECREATION INSTRUCTOR	RECREATION CENTER FUND / RECREATION CENTER	210.00
			CHECK TOTAL	210.00
98394	ILLINOIS DEPARTMENT OF	TRAFFIC CONTROL SERVICE	GENERAL CORPORATE FUND / STREETS DIVISION	4,370.94
			CHECK TOTAL	4,370.94
98395	ILLINOIS FIRE & POLICE	MEMBERSHIP DUES	POLICE PROTECTION FUND / POLICE PROTECTION	375.00
			CHECK TOTAL	375.00

FROM CHECK # 98295 TO CHECK # 98463

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
98396	IN THE SWIM	POOL SUPPLIES	RECREATION CENTER FUND / RECREATION CENTER	129.99
		POOL SUPPLIES	RECREATION CENTER FUND / RECREATION CENTER	73.98
			CHECK TOTAL	203.97
98397	INTERNATIONAL ECONOMIC	MEMBERSHIP	GENERAL CORPORATE FUND / COMMUNITY & ECONOMIC D	385.00
			CHECK TOTAL	385.00
98398	INTERSTATE BATTERY	BATTERIES	WATER AND SEWER UTILITY FUND / WATER TREATMENT	151.90
			CHECK TOTAL	151.90
98399	JRM DISTRIBUTION LLC	STAINLESS NUTS	WATER AND SEWER UTILITY FUND / SEWAGE TREATMENT	30.39
			CHECK TOTAL	30.39
98400	DON KAMPS	RECREATION OFFICIAL	GENERAL CORPORATE FUND / RECREATION DIVISION	72.00
			CHECK TOTAL	72.00
98401	KOMPAN INC	REPLACEMENT SLIDE-EMRICSON	PUBLIC PARKS FUND / PUBLIC PARKS	2,678.90
			CHECK TOTAL	2,678.90
98402	LAND CONSERVANCY OF MCHENRY	BRUSH REMOVAL	ENVIRONMENTAL MANAGEMENT FUND / ENVIRONMENTAL M	320.00
			CHECK TOTAL	320.00
98403	LOCK & KEY SPECIALTY	DUPLICATE KEYS	RECREATION CENTER FUND / RECREATION CENTER	101.25
		LABOR	RECREATION CENTER FUND / RECREATION CENTER	70.00
			CHECK TOTAL	171.25
98404	INGRID LOFFMIN	WATER/SEWER REFUND	WATER AND SEWER UTILITY FUND / WATER & SEWER	24.88
			CHECK TOTAL	24.88
98405	THOMAS OR JULIE MANNING	WATER/SEWER REFUND	WATER AND SEWER UTILITY FUND / WATER & SEWER	48.63
			CHECK TOTAL	48.63
98406	MC HENRY COUNTY COLLECTOR	REAL ESTATE TAXES	TAX INCREMENT FINANCING FUND / TAX INCREMENT FI	7,704.08
			CHECK TOTAL	7,704.08
98407	MC HENRY COUNTY PLANNING	REGISTRATION	GENERAL CORPORATE FUND / PUBLIC WORKS ADMINISTR	25.00
		REGISTRATION FEE	GENERAL CORPORATE FUND / PUBLIC WORKS ADMINISTR	325.00
			CHECK TOTAL	350.00

FROM CHECK # 98295 TO CHECK # 98463

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
98408	MCMASTER-CARR SUPPLY COMPANY	MINI LIGHT BULBS	WATER AND SEWER UTILITY FUND / SEWAGE TREATMENT	13.80
		BATTERIES	WATER AND SEWER UTILITY FUND / SEWAGE TREATMENT	112.96
			CHECK TOTAL	126.76
98409	MENARDS	MATERIALS & SUPPLIES	RECREATION CENTER FUND / RECREATION CENTER	143.00
		MATERIALS & SUPPLIES	AQUATIC CENTER FUND / AQUATIC CENTER	39.96
		MATERIALS & SUPPLIES	GENERAL CORPORATE FUND / STREETS DIVISION	141.74
		MATERIALS & SUPPLIES	CAPITAL IMP. GEN. CORP. FUND / STREETS/SIDEWALK	10.60
		MATERIALS & SUPPLIES	GENERAL CORPORATE FUND / STREETS DIVISION	25.10
		MATERIALS & SUPPLIES	AQUATIC CENTER FUND / AQUATIC CENTER	37.59
		MATERIALS & SUPPLIES	AQUATIC CENTER FUND / AQUATIC CENTER	17.83
		MATERIALS & SUPPLIES	RECREATION CENTER FUND / RECREATION CENTER	31.52
		MATERIALS & SUPPLIES	RECREATION CENTER FUND / RECREATION CENTER	29.83
		EXTRA STRONG GARBAGE BAGS	PUBLIC PARKS FUND / PUBLIC PARKS	35.37
		MATERIALS & SUPPLIES	RECREATION CENTER FUND / RECREATION CENTER	56.60
		MATERIALS & SUPPLIES	RECREATION CENTER FUND / RECREATION CENTER	14.33
		MATERIALS & SUPPLIES	GENERAL CORPORATE FUND / RECREATION DIVISION	72.06
		MATERIALS & SUPPLIES	RECREATION CENTER FUND / RECREATION CENTER	7.44
		MATERIALS & SUPPLIES	AQUATIC CENTER FUND / AQUATIC CENTER	4.97
		MATERIALS & SUPPLIES	WATER AND SEWER UTILITY FUND / SEWAGE TREATMENT	11.19
		MATERIALS & SUPPLIES	AQUATIC CENTER FUND / AQUATIC CENTER	54.77
		MATERIALS & SUPPLIES	PERFORMING ARTS FUND / OPERA HOUSE	9.76
		MATERIALS & SUPPLIES	RECREATION CENTER FUND / RECREATION CENTER	39.32
		MATERIALS & SUPPLIES	WATER AND SEWER UTILITY FUND / SEWAGE TREATMENT	25.91
		MATERIALS & SUPPLIES	WATER AND SEWER UTILITY FUND / SEWAGE TREATMENT	39.25
		SEALER	CAPITAL IMP. GEN. CORP. FUND / STREETS/SIDEWALK	32.88
		SEALER	CAPITAL IMP. GEN. CORP. FUND / STREETS/SIDEWALK	46.24
		MATERIALS & SUPPLIES	CAPITAL IMP. GEN. CORP. FUND / STREETS/SIDEWALK	174.93
		MATERIALS & SUPPLIES	WATER AND SEWER UTILITY FUND / SEWER & WATER MA	28.76
		MATERIALS & SUPPLIES	RECREATION CENTER FUND / RECREATION CENTER	20.95
		MATERIALS & SUPPLIES	WATER AND SEWER UTILITY FUND / WATER TREATMENT	181.14
		DISC GOLF COURSE	PUBLIC PARKS FUND / PUBLIC PARKS	98.73
		MATERIALS & SUPPLIES	RECREATION CENTER FUND / RECREATION CENTER	17.84
		MATERIALS & SUPPLIES	AQUATIC CENTER FUND / AQUATIC CENTER	152.75
		MATERIALS & SUPPLIES	WATER AND SEWER UTILITY FUND / SEWAGE TREATMENT	-6.99
		MATERIALS & SUPPLIES	WATER AND SEWER UTILITY FUND / SEWAGE TREATMENT	64.86
		MATERIALS & SUPPLIES	WATER AND SEWER UTILITY FUND / SEWAGE TREATMENT	11.08
		MATERIALS & SUPPLIES	WATER AND SEWER UTILITY FUND / SEWAGE TREATMENT	28.93
			CHECK TOTAL	1,700.24

FROM CHECK # 98295 TO CHECK # 98463

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
98410	METRO PROFESSIONAL PRODUCTS, I	SUPPLIES	GENERAL CORPORATE FUND / FLEET MAINTENANCE	55.79
			CHECK TOTAL	55.79
98411	MIDAS TOUCH COMPANY	TOW	WATER AND SEWER UTILITY FUND / SEWER & WATER MA	85.00
			CHECK TOTAL	85.00
98412	MIDWEST TAPE	LIBRARY MATERIALS	PUBLIC LIBRARY FUND / PUBLIC LIBRARY	839.63
		LIBRARY MATERIALS	PUBLIC LIBRARY FUND / PUBLIC LIBRARY	299.09
		LIBRARY MATERIALS	PUBLIC LIBRARY FUND / PUBLIC LIBRARY	366.07
		LIBRARY MATERIALS	PUBLIC LIBRARY FUND / PUBLIC LIBRARY	336.29
		LIBRARY MATERIALS	PUBLIC LIBRARY FUND / PUBLIC LIBRARY	-77.17
		LIBRARY MATERIALS	PUBLIC LIBRARY FUND / PUBLIC LIBRARY	411.62
			CHECK TOTAL	2,175.53
98413	MUZAK LLC	SERVICES	RECREATION CENTER FUND / RECREATION CENTER	97.87
			CHECK TOTAL	97.87
98414	JOYCE A NARDULLI LLC	CONSULTING - OCT 2014 RETAINER	CAPITAL IMP. GEN. CORP. FUND / STREETS/SIDEWALK	5,000.00
			CHECK TOTAL	5,000.00
98415	NAPA AUTO PARTS	MUFFLER	ENVIRONMENTAL MANAGEMENT FUND / ENVIRONMENTAL M	58.98
		CLAMPS	ENVIRONMENTAL MANAGEMENT FUND / ENVIRONMENTAL M	12.67
		MATERIALS TO MAINTAIN	WATER AND SEWER UTILITY FUND / SEWER & WATER MA	5.78
			CHECK TOTAL	77.43
98416	NASCO/FORT ATKINSON	CHILDREN'S AREA PROPS	PUBLIC LIBRARY FUND / PUBLIC LIBRARY	40.89
			CHECK TOTAL	40.89
98417	NAPOLI PIZZA	POOL PAINTING LUNCH	AQUATIC CENTER FUND / AQUATIC CENTER	24.00
			CHECK TOTAL	24.00
98418	NATIONAL TRUST	MEMBERSHIP RENEWAL	PERFORMING ARTS FUND / OPERA HOUSE	45.00
			CHECK TOTAL	45.00
98419	OFFICE MAX CONTRACT, INC.	TONER	PUBLIC LIBRARY FUND / PUBLIC LIBRARY	1,070.39
			CHECK TOTAL	1,070.39
98420	OFFICE DEPOT	OFFICE SUPPLIES	GENERAL CORPORATE FUND / HUMAN RESOURCES	12.87

FROM CHECK # 98295 TO CHECK # 98463

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
98420	OFFICE DEPOT	INK CARTRIDGE	ADMINISTRATIVE ADJUDICATION / ADMINISTRATIVE AD	94.99
			CHECK TOTAL	107.86
98421	PACIFIC TELEMAGEMENT	MONTHLY FEE	PUBLIC LIBRARY FUND / PUBLIC LIBRARY	33.00
			CHECK TOTAL	33.00
98422	POMP'S TIRE SERVICE INC	TIRES	WATER AND SEWER UTILITY FUND / SEWER & WATER MA	1,229.78
			CHECK TOTAL	1,229.78
98423	PORT-A-JOHN	RENTAL SERVICES	PUBLIC PARKS FUND / PUBLIC PARKS	63.74
		RENTAL SERVICES	PUBLIC PARKS FUND / PUBLIC PARKS	201.30
			CHECK TOTAL	265.04
98424	PR DIAMOND PRODUCTS INC	BLADE	CAPITAL IMP. GEN. CORP. FUND / STREETS/SIDEWALK	210.00
			CHECK TOTAL	210.00
98425	PRECISION SERVICES & PARTS,	HUB	PUBLIC PARKS FUND / PUBLIC PARKS	207.62
		SENSOR	GENERAL CORPORATE FUND / COMMUNITY & ECONOMIC D	64.80
		FUEL CAP	POLICE PROTECTION FUND / POLICE PROTECTION	14.81
		TIRE	WATER AND SEWER UTILITY FUND / SEWER & WATER MA	84.92
		BRACKET	PUBLIC PARKS FUND / PUBLIC PARKS	150.32
		PUMP, HOSE ASSY	POLICE PROTECTION FUND / POLICE PROTECTION	96.23
			CHECK TOTAL	618.70
98426	QUILL CORPORATION	SUPPLIES	POLICE PROTECTION FUND / POLICE PROTECTION	40.97
		INK CARTRIDGES	GENERAL CORPORATE FUND / PUBLIC WORKS ADMINISTR	51.29
		HOLE PUNCH	GENERAL CORPORATE FUND / FINANCE DEPARTMENT	24.99
			CHECK TOTAL	117.25
98427	RALPH'S GENERAL RENT-ALL	GRINDER	CAPITAL IMP. GEN. CORP. FUND / STREETS/SIDEWALK	156.58
			CHECK TOTAL	156.58
98428	ANATALIO RAMIREZ	PLUMBING PERMIT REFUND	GENERAL CORPORATE FUND / GENERAL	55.00
			CHECK TOTAL	55.00
98429	RANDOM HOUSE INC	BOOKS	PUBLIC LIBRARY FUND / PUBLIC LIBRARY	21.00
		BOOKS	PUBLIC LIBRARY FUND / PUBLIC LIBRARY	19.50
			CHECK TOTAL	40.50

FROM CHECK # 98295 TO CHECK # 98463

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
98430	RECORDED BOOKS, LLC	BOOKS	PUBLIC LIBRARY FUND / PUBLIC LIBRARY	41.60
		BOOKS	PUBLIC LIBRARY FUND / PUBLIC LIBRARY	111.37
		BOOKS	PUBLIC LIBRARY FUND / PUBLIC LIBRARY	83.48
		BOOKS	PUBLIC LIBRARY FUND / PUBLIC LIBRARY	33.08
		BOOKS	PUBLIC LIBRARY FUND / PUBLIC LIBRARY	111.37
		BOOKS	PUBLIC LIBRARY FUND / PUBLIC LIBRARY	34.75
		BOOKS	PUBLIC LIBRARY FUND / PUBLIC LIBRARY	484.40
		BOOKS	PUBLIC LIBRARY FUND / PUBLIC LIBRARY	41.60
			CHECK TOTAL	941.65
98431	RENAISSANCE RESTORATION INC	RESTORATION WORK- ROOF	TAX INCREMENT FINANCING FUND / TAX INCREMENT FI	73,865.35
			CHECK TOTAL	73,865.35
98432	RENAISSANCE RESTORATION INC	TUCK POINTING MASONRY	TAX INCREMENT FINANCING FUND / TAX INCREMENT FI	7,031.00
			CHECK TOTAL	7,031.00
98433	REICHERT CHEVROLET & OLDS	OIL PAN	WATER AND SEWER UTILITY FUND / SEWER & WATER MA	89.62
		WASHER	PUBLIC PARKS FUND / PUBLIC PARKS	13.60
		SEAL, NUTS	WATER AND SEWER UTILITY FUND / SEWER & WATER MA	22.15
		SEAL	GENERAL CORPORATE FUND / COMMUNITY & ECONOMIC D	20.64
			CHECK TOTAL	146.01
98434	ROCK 'N' KIDS, INC	RECREATION INSTRUCTION	GENERAL CORPORATE FUND / RECREATION DIVISION	600.00
			CHECK TOTAL	600.00
98435	DEAN ROWE	VIDEOTAPING	GENERAL CORPORATE FUND / COMMUNITY EVENTS	500.00
			CHECK TOTAL	500.00
98436	RUSH TRUCK CENTER - HUNTLEY	OIL PAN	GENERAL CORPORATE FUND / STREETS DIVISION	957.29
		GASKET	GENERAL CORPORATE FUND / STREETS DIVISION	150.08
		RETURN	GENERAL CORPORATE FUND / STREETS DIVISION	-608.03
		OIL PAN	GENERAL CORPORATE FUND / STREETS DIVISION	519.69
			CHECK TOTAL	1,019.03
98437	SAFETY-KLEEN SYSTEMS, INC.	SERVICE FOR PARTS WASHER	WATER AND SEWER UTILITY FUND / SEWAGE TREATMENT	207.59
			CHECK TOTAL	207.59
98438	SAMS CLUB	SUPPLIES	PERFORMING ARTS FUND / CAFE	278.10
			CHECK TOTAL	278.10

FROM CHECK # 98295 TO CHECK # 98463

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
98439	SHAW MEDIA	LEGAL NOTICES	GENERAL CORPORATE FUND / GENERAL GOVERNMENT	251.00
			CHECK TOTAL	251.00
98440	SHERWIN-WILLIAMS CO.	PAINT	GENERAL CORPORATE FUND / STREETS DIVISION	190.13
			CHECK TOTAL	190.13
98441	SMART APPLE MEDIA	BOOKS	PUBLIC LIBRARY FUND / PUBLIC LIBRARY	463.65
			CHECK TOTAL	463.65
98442	STAN'S OFFICE TECHNOLOGIES, IN	MONTHLY RENTAL- OCT	GENERAL CORPORATE FUND / COMMUNITY & ECONOMIC D	389.00
			CHECK TOTAL	389.00
98443	TAPCO INC	CROSSWALK SYSTEM	GENERAL CORPORATE FUND / STREETS DIVISION	5,600.00
			CHECK TOTAL	5,600.00
98444	THERM FLO, INC.	SERVICE AGREEMENT	POLICE PROTECTION FUND / POLICE PROTECTION	2,363.00
			CHECK TOTAL	2,363.00
98445	TRANS UNION RISK & ALTERNATIVE	SERVICE	POLICE PROTECTION FUND / POLICE PROTECTION	1.50
		SERVICE	POLICE PROTECTION FUND / POLICE PROTECTION	5.25
			CHECK TOTAL	6.75
98446	TODAY'S UNIFORMS	UNIFORMS	PUBLIC PARKS FUND / PUBLIC PARKS	48.00
			CHECK TOTAL	48.00
98447	TRUGREEN PROCESSING CENTER	WEED CONTROL	PUBLIC PARKS FUND / PUBLIC PARKS	45.00
			CHECK TOTAL	45.00
98448	UNDERGROUND PIPE AND VALVE, CO	MATERIALS	WATER AND SEWER UTILITY FUND / SEWER & WATER MA	369.00
			CHECK TOTAL	369.00
98449	U. S. A. BLUE BOOK	MATERIALS	WATER AND SEWER UTILITY FUND / SEWER & WATER MA	63.48
		MATERIALS	WATER AND SEWER UTILITY FUND / SEWER & WATER MA	63.48
			CHECK TOTAL	126.96
98450	U. S. TOY CO/ CONSTRUCTIVE	BOOKS	PUBLIC LIBRARY FUND / PUBLIC LIBRARY	88.53
			CHECK TOTAL	88.53

FROM CHECK # 98295 TO CHECK # 98463

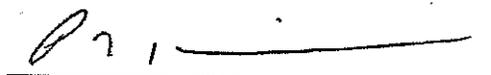
CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
98451	UNITED LABORATORIES	MATERIALS	WATER AND SEWER UTILITY FUND / SEWAGE TREATMENT	582.20
		MATERIALS	WATER AND SEWER UTILITY FUND / SEWAGE TREATMENT	619.58
		ULTRA HIGH TEMP SEWER SOLVENT	WATER AND SEWER UTILITY FUND / SEWER & WATER MA	1,243.04
		MATERIALS	GENERAL CORPORATE FUND / STREETS DIVISION	680.52
			CHECK TOTAL	3,125.34
98452	U.S. POSTAL SERVICE	A15 VIEWER REPORT	GENERAL CORPORATE FUND / RECREATION DIVISION	96.00
			CHECK TOTAL	96.00
98453	WATER RESOURCES, INC.	WATER METERS	WATER AND SEWER UTILITY FUND / WATER/SEWER CAPI	636.81
		WATER METERS	WATER AND SEWER UTILITY FUND / WATER/SEWER CAPI	1,000.00
			CHECK TOTAL	1,636.81
98454	H. W. WILSON COMPANY	BOOKS	PUBLIC LIBRARY FUND / PUBLIC LIBRARY	428.00
			CHECK TOTAL	428.00
98455	WINTER EQUIPMENT	PLOW BLADE	GENERAL CORPORATE FUND / STREETS DIVISION	3,931.55
			CHECK TOTAL	3,931.55
98456	WOODSTOCK CHAMBER OF COMMERCE	COMMUNITY EVENTS SIGN	GENERAL CORPORATE FUND / COMMUNITY EVENTS	125.00
		COMMUNITY EVENTS SIGN	GENERAL CORPORATE FUND / COMMUNITY EVENTS	100.00
			CHECK TOTAL	225.00
98457	WOODSTOCK COMMUNITY SCHOOL	GASOLINE USAGE	POLICE PROTECTION FUND / POLICE PROTECTION	6,559.14
			CHECK TOTAL	6,559.14
98458	WOODSTOCK COMMUNITY SCHOOL	GASOLINE USAGE	GENERAL CORPORATE FUND / COMMUNITY & ECONOMIC D	353.95
		GASOLINE USAGE	GENERAL CORPORATE FUND / RECREATION DIVISION	116.87
			CHECK TOTAL	470.82
98459	WOODSTOCK POWER EQUIPMENT, INC	MOWER PARTS	PUBLIC PARKS FUND / PUBLIC PARKS	235.93
			CHECK TOTAL	235.93
98460	YOUNG MASTERS MARTIAL ARTS	ROOM RENTAL	GENERAL CORPORATE FUND / RECREATION DIVISION	540.00
		ROOM RENTAL	GENERAL CORPORATE FUND / RECREATION DIVISION	450.00
			CHECK TOTAL	990.00
98461	JOSE M. ZAMORANO	SERVICE	RECREATION CENTER FUND / RECREATION CENTER	170.00
			CHECK TOTAL	170.00

FROM CHECK # 98295 TO CHECK # 98463

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
98462	ZEE MEDICAL SERVICES	MEDICAL SUPPLIES	GENERAL CORPORATE FUND / STREETS DIVISION	57.06
		MEDICAL SUPPLIES	WATER AND SEWER UTILITY FUND / SEWAGE TREATMENT	52.75
		MEDICAL SUPPLIES	GENERAL CORPORATE FUND / FLEET MAINTENANCE	156.70
			CHECK TOTAL	266.51
98463	ZUKOWSKI, ROGERS, FLOOD &	LEGAL FEES	GENERAL CORPORATE FUND / GENERAL GOVERNMENT	3,737.50
		LEGAL FEES- APPLE CREEK ESTATE	ESCROW FUND / ESCROW ACCOUNT	362.50
		LEGAL FEES	ADMINISTRATIVE ADJUDICATION / ADMINISTRATIVE AD	701.25
		LEGAL FEES	GENERAL CORPORATE FUND / GENERAL GOVERNMENT	2,928.75
		LEGAL FEES- TIF	TAX INCREMENT FINANCING FUND / TAX INCREMENT FI	247.50
		LEGAL FEES- OLC COURTHOUSE	TAX INCREMENT FINANCING FUND / TAX INCREMENT FI	2,722.50
			CHECK TOTAL	10,700.00
			WARRANT TOTAL	546,894.37

City of Woodstock  
Warrant No. 3636

All items tabulated above and before are proper expenses due from the City of Woodstock for services performed or materials furnished to the City of Woodstock.



Treasurer



City Manager

The Finance Director is hereby authorized to issue order on the City Treasurer covering the above listed obligations approved by the City Council this 21<sup>st</sup> day of October, 2014.

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor



# City of WOODSTOCK

## Police Department

Robert W. Lowen, Chief of Police  
656 Lake Avenue  
Woodstock, Illinois 60098

phone 815.338.6787  
fax 815.334.2275  
policedept@woodstockil.gov  
www.woodstockil.gov

To: Roscoe C. Stelford, City Manager  
From: Robert W. Lowen, Chief of Police  
Re: September 2014 Monthly Report  
Date: October 16, 2014

Woodstock Police responded to 1,215 calls for service during the month of September 2014, an 8% increase in calls for service compared to September 2013 and a 3% increase experienced at this point in time compared to 2013. Reported crime was up significantly for September 2014 compared to September 2013. The crimes of battery, misdemeanor thefts and misdemeanor criminal damage to property account for the majority of the increase. At this point in the calendar year crime is up approximately 13% over a similar point in 2013. Criminal and traffic arrests were up for the month while reported traffic accidents were slightly down.

The Investigations Division was engaged with sex offender address verification/compliance checks where one of the nineteen individuals required to register as a sex offender in the City was found to be non-compliant. An arrest warrant was secured and served on that individual. Investigations also conducted compliance checks at 28 establishments within the City for "spice" and other banned designer drug sales. All 28 retailers were found in compliance. A thirty-four year old resident was arrested on Class X Felony charges after an investigation into Predatory Criminal Sexual Assault and Solicitation of a Child. Additionally, two juveniles were arrested for seven unlawful entries into homes under construction in the Sonatas and Sweetwater subdivisions.

The Coffee with the Chief was well attended and featured a "sexting" seminar by Detective Sergeant Jeff Parsons. Other members of the Police Department were busy with a number of community events including; Touch a Truck; attendance at District #200's annual review of emergency and crisis planning; held new police recruit oral interviews; sponsored an AARP Driver Safety program, attended a homeless summit; took part in the Moose Bike Ride in support of McHenry County Police Charities; Harvest Fest; Hearthstone Communities Duathlon; and homecomings at Woodstock High School, Woodstock North High School and Marian Central Catholic High School.



NATIONAL TRUST  
for HISTORIC PRESERVATION®  
DOZEN DISTINCTIVE  
DESTINATIONS 2007

*Woodstock is proud to have been recognized as a 2007 Distinctive Destination  
by the National Trust for Historic Preservation*

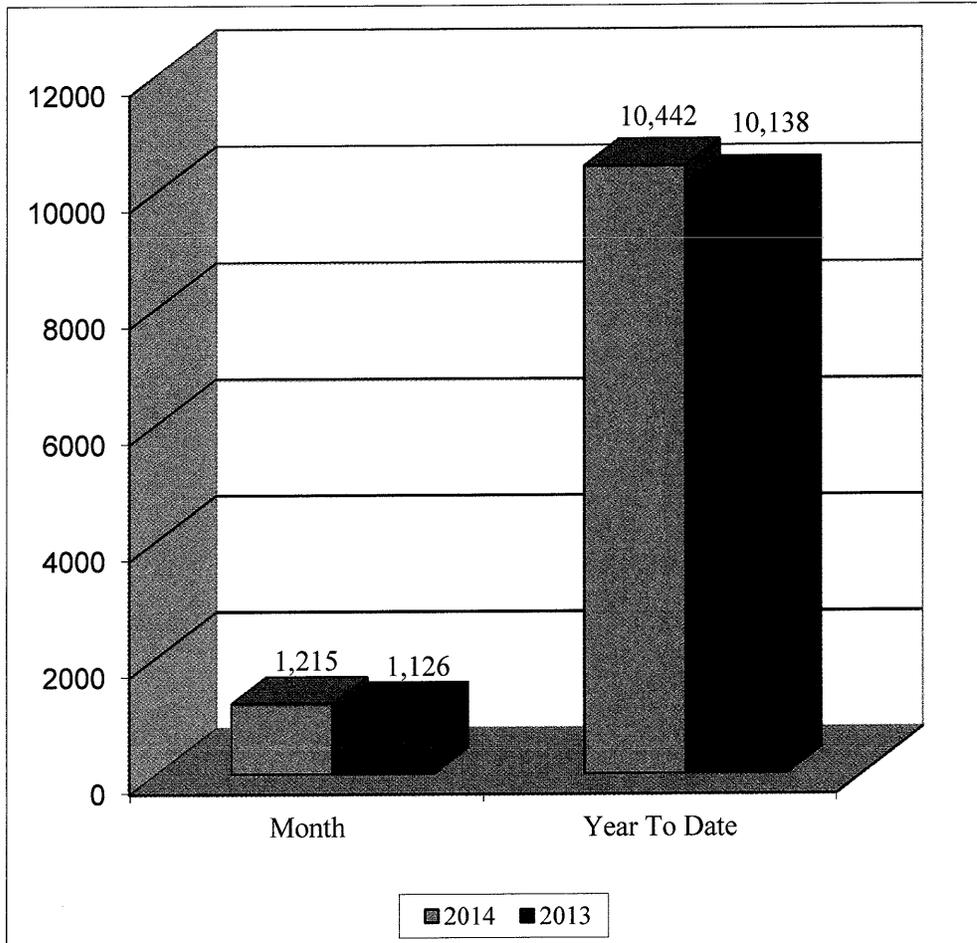
The Police Department continues to maintain high visibility in and around the Woodstock Square; continues a zero tolerance policy on gang activity and continues to monitor a number of special events throughout the community.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert W. Lowen". The signature is written in a cursive style with a large, stylized initial "R".

Robert W. Lowen  
Chief of Police

**CITY OF WOODSTOCK  
POLICE DEPARTMENT  
SEPTEMBER 2014  
MONTHLY REPORT**

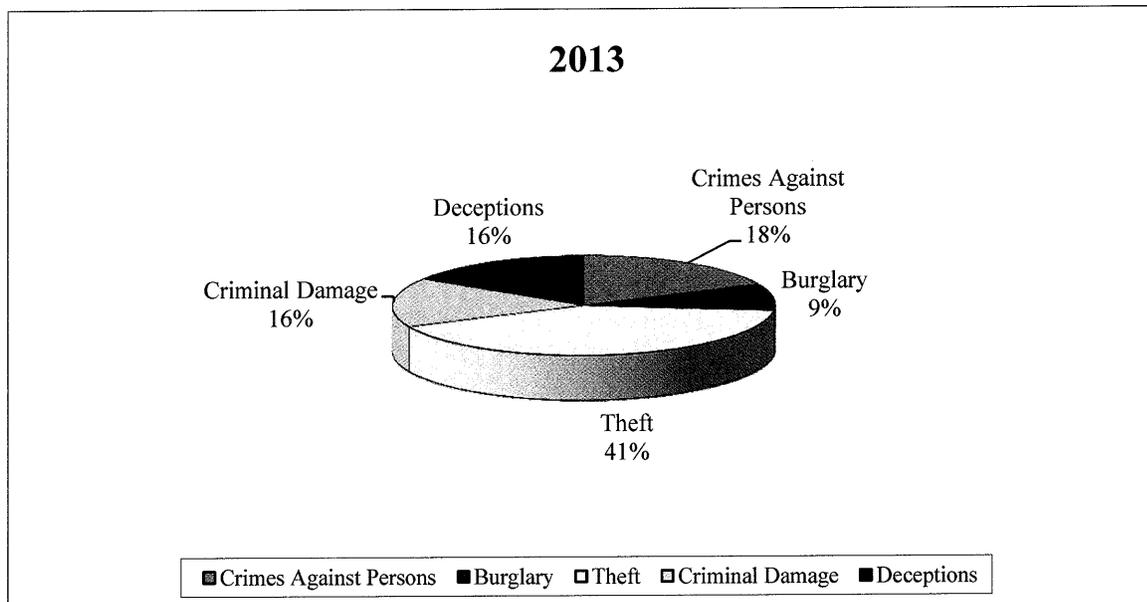
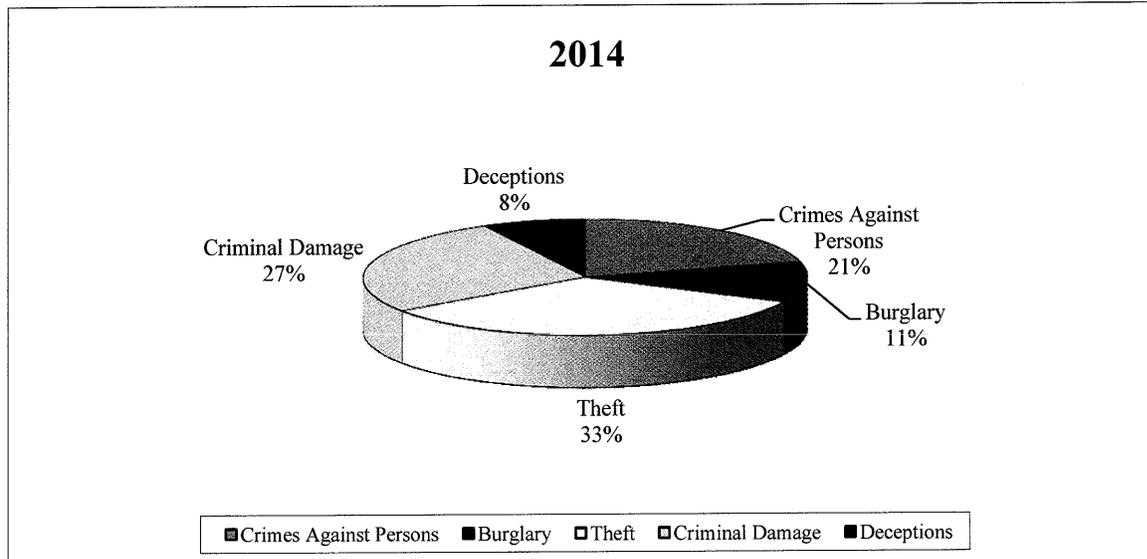


**CALLS FOR POLICE SERVICE**

**WOODSTOCK POLICE DEPARTMENT  
SEPTEMBER 2014 MONTHLY REPORT**

<b>REPORTED CRIME CATEGORIES</b>	<b>Month 2014</b>	<b>Month 2013</b>	<b>Year to Date 2014</b>	<b>Year to Date 2013</b>
<b>CRIMES AGAINST PERSONS</b>				
Homicide	0	1	0	1
Criminal Sexual Abuse	3	4	27	26
Robbery	1	0	2	1
Battery	20	9	159	150
Assault	4	1	20	10
Reckless Homicide	0	0	0	0
<b>CRIMES AGAINST PROPERTY</b>				
Burglary	2	2	8	6
Burglary to Residence	4	3	28	12
Burglary to Vehicle	9	2	39	30
<b>THEFTS</b>				
Felony	4	6	42	50
Misdemeanor	32	20	171	124
Retail Theft	8	8	66	76
Motor Vehicle Theft	0	0	1	4
<b>CRIMINAL DAMAGE TO PROPERTY</b>				
Felony	9	1	26	19
Misdemeanor	27	12	108	104
Arson	0	0	0	1
<b>DECEPTIONS</b>				
Deceptive Practice	2	2	9	5
Forgery	2	4	7	8
Theft of Labor / Service	1	0	3	2
All Other Deceptions	5	7	61	58
<b>TOTAL CRIMES REPORTED</b>	<b>133</b>	<b>82</b>	<b>777</b>	<b>687</b>

# CITY OF WOODSTOCK POLICE DEPARTMENT SEPTEMBER 2014 MONTHLY REPORT



## REPORTED CRIMES COMPARISONS

**WOODSTOCK POLICE DEPARTMENT  
SEPTEMBER 2014 MONTHLY REPORT**

<b>ARREST SUMMARY / TRAFFIC DATA</b>	<b>Month 2014</b>	<b>Month 2013</b>	<b>Year to Date 2014</b>	<b>Year to Date 2013</b>
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**CRIMINAL ARRESTS**

Crimes Against Persons	13	4	101	81
Crimes Against Property	10	6	58	58
Crimes Against Society	7	13	100	132
Arrests for Outside Agencies	8	4	54	49
Juvenile Arrests	22	7	84	108
<b>Total Criminal Arrests</b>	<b>60</b>	<b>34</b>	<b>397</b>	<b>428</b>

**TRAFFIC ARRESTS**

From Accidents	20	20	178	188
Driving Under the Influence	7	5	71	59
Driving While Suspended	26	31	201	206
Insurance Violations	23	18	249	200
Other Traffic Arrests	299	265	2,549	2,419
<b>Total Traffic Arrests</b>	<b>375</b>	<b>339</b>	<b>3,248</b>	<b>3,072</b>

**TRAFFIC CRASHES**

Fatal Crashes	0	0	0	3
Personal Injury	6	5	58	49
Property Damage	32	40	380	380
Private Property	14	14	150	104
<b>Total Crashes</b>	<b>52</b>	<b>59</b>	<b>588</b>	<b>536</b>

**WOODSTOCK POLICE DEPARTMENT  
SEPTEMBER 2014 MONTHLY REPORT**

<b>MISCELLANEOUS SERVICES</b>	<b>Month 2014</b>	<b>Month 2013</b>	<b>Year to Date 2014</b>	<b>Year to Date 2013</b>
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**GENERAL INFORMATION**

Calls for Service	1,215	1,126	10,442	10,138
Miles Patrolled	27,072	26,640	223,629	234,587
Total Written Reports	394	307	3,110	2,946
Tavern Checks	285	246	2,895	2,144
Outside Agency Assists	8	4	54	50
Fire/Rescue Calls	348	338	3,225	3,125

**PARKING VIOLATIONS**

Total Parking Violations	290	246	2,968	2,029
<b>Total Fines Collected</b>	<b>\$6,170</b>	<b>\$4,740</b>	<b>\$73,700</b>	<b>\$48,685</b>

**PROPERTY SUMMARY**

Stolen Property Value	\$29,034	\$22,010	\$174,369	\$298,679
Recovered Property Value	\$11,144	\$585	\$34,460	\$28,546
Vandalized Property Value	\$25,135	\$1,380	\$47,346	\$85,193

**ADDITIONAL FEES/FINES SUMMARY**

Vehicle Impound Fees	\$4,500	\$7,500	\$53,040	\$63,500
Bail Processing Fees	\$420	\$340	\$3,080	\$2,880

**WOODSTOCK POLICE DEPARTMENT  
SEPTEMBER 2014 MONTHLY REPORT**

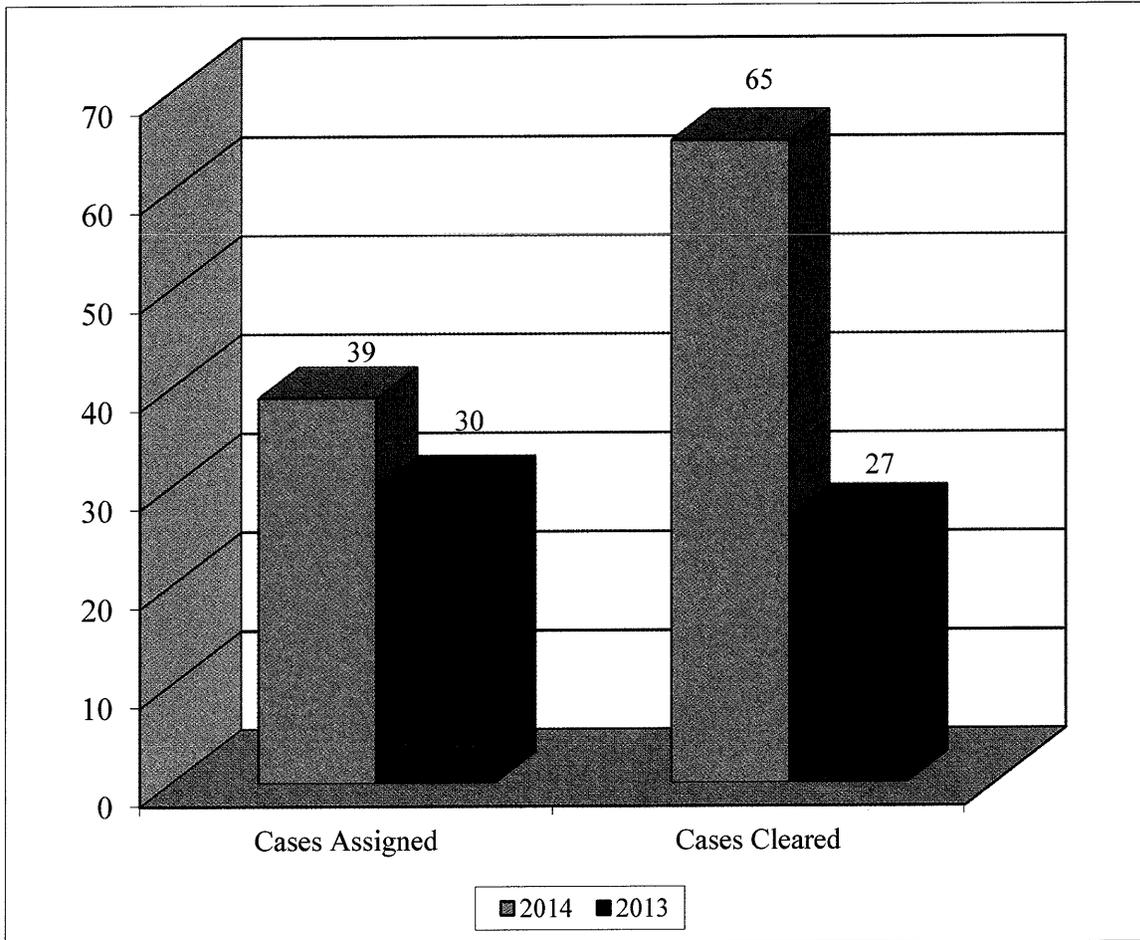
<b>INVESTIGATIONS DIVISION</b>	<b>Month 2014</b>	<b>Month 2013</b>	<b>Year to Date 2014</b>	<b>Year to Date 2013</b>
<b>CASES ASSIGNED</b>				
Felony Cases	23	17	174	152
Misdemeanor Cases	5	3	41	72
Non Criminal Cases	11	10	103	91
<b>Total Cases Assigned</b>	<b>39</b>	<b>30</b>	<b>318</b>	<b>315</b>
<b>CASES CLEARED</b>				
Felony Cases	29	14	241	129
Misdemeanor Cases	5	4	57	37
Non Criminal Cases	31	9	125	113
<b>Total Cases Cleared</b>	<b>65</b>	<b>27</b>	<b>423</b>	<b>279</b>

**NARRATIVE SUMMARY:**

Cases assigned and investigated by the Investigations Division this month included: One(1) deceptive practice, one(1) aggravated battery, one(1) sex crime investigation, one(1) death investigation, one(1) criminal damage to property (over \$300.00), one missing juvenile / located, one(1) missing / located adult, one(1) check for well being, one(1) criminal trespass to residence, one(1) suspicious incident, one(1) failure to register as a sex offender arrest, one(1) new sex offender registration, one(1) liquor compliance verification, one(1) threat assessment, one(1) trespass warning, one(1) home repair fraud investigation, two(2) battery investigations, two(2) unlawful use of a debit card investigations, three(3) attempted residential burglaries, four(4) residential burglaries, five(5) thefts (over \$500.00) and six(6) burglary to motor vehicle investigations.

During this month, the School Resource Officer assigned to both Woodstock Community High School and Woodstock North High School successfully investigated the following: One(1) purchase and/or acceptance of alcohol, one(1) drug investigation, one(1) criminal defacement, one(1) disorderly conduct / trespass warning investigation, two(2) theft (under \$500.00) investigations, two(2) disorderly conduct / fighting investigations and four(4) truancy investigations.

**CITY OF WOODSTOCK  
POLICE DEPARTMENT  
SEPTEMBER 2014  
MONTHLY REPORT**



**INVESTIGATIONS DIVISION  
MONTHLY CASE COMPARISONS**

# **WOODSTOCK POLICE DEPARTMENT SEPTEMBER 2014 MONTHLY REPORT**

## **D.A.R.E / G.R.E.A.T Program Summary**

The D.A.R.E. Officer continued lessons for students at Mary Endres, Westwood, and St. Mary's Schools.

Lesson #2 discussed myths and facts about teen involvement with substances such as alcohol and tobacco, and students learned the consequences and health effects of using such substances. This lesson also reinforced the DARE decision making model with more practice in applying the model to make difficult decisions.

In Lessons #3 and #4, the classes discussed risks and consequences and peer pressure and the appropriate ways to deal with and respond to these pressures. Students learn refusal techniques and discuss why it is difficult to say "no" to friends.

The D.A.R.E. Officer was also able to attend a camping outing for Westwood's fifth grade classes. This was a unique opportunity for the fifth graders to see and interact with their D.A.R.E Officer outside of the class room activities.

The D.A.R.E. Officer held a bike safety helmet lesson and demonstration for the 3<sup>rd</sup> graders at Mary Endres.

The D.A.R.E. Officer has met with several students at Creekside Middle School as a mentor.



**Office of the Mayor**  
Dr. Brian Sager, Mayor  
121 W. Calhoun Street  
Woodstock, Illinois 60098

815.338.4302  
815.334.2269  
mayor@woodstockil.gov  
www.woodstockil.gov

**MEMORANDUM**  
for  
**Woodstock City Council Meeting**  
October 21<sup>st</sup>, 2014

**TO:** Woodstock City Council  
**FROM:** Mayor Brian Sager  
**RE:** Appointment of City Clerk and Deputy City Clerk

Colleagues:

With the resignation of City Clerk Dianne Mitchell following the October 21, 2014 City Council meeting, it is both necessary and appropriate to appoint a new City Clerk. According to Chapter 6, Article B of the Woodstock City Code, the City Clerk is appointed by the Mayor with the advice and consent of the City Council. The work of the City continues and requires that an active City Clerk be appointed to keep the official records of meetings, seal and attest documents and warrants, and record ordinances. Therefore, it is imperative the Council move immediately to appoint a new City Clerk.

Over the past few weeks, and with the excellent assistance of Deb Schober, Jill May and Cindy Smiley, the position was posted, resumes were received and reviewed, and interviews were held. As a result of the search process, I am pleased to nominate Arleen Quinn for the position of City Clerk, effective immediately. I am confident she would prove an asset to our Council team and do not hesitate to recommend her most highly.

Additionally, it is my pleasure to recommend and encourage the appointment of Amy Weber as Deputy City Clerk, effective immediately. Based upon her skills, interest and experience, I am confident she would serve the City well in this important capacity. In accordance with City Ordinances, Cindy Smiley will continue to serve as Chief Deputy Clerk.

I also recommend the following salaries for the identified clerks be approved effectively immediately:

City Clerk	\$5,000 annual salary to be paid on a monthly basis plus \$100 per Board and Commission meeting, excepting City Council meetings;
Chief Deputy Clerk	\$3,000 annual salary to be paid on a monthly basis plus \$100 per Board and Commission meeting for those meetings held outside of normal business hours;
Deputy Clerk	\$2,500 annual salary to be paid on a monthly basis plus \$100 per Board and Commission meeting.

I want to publicly acknowledge the exceptional service of Dianne Mitchell in accurately and efficiently recording minutes of the City Council and various assigned Boards and Commissions. She handled her duties with a great deal of professionalism and attention to detail and the City and its residents have

been the beneficiaries. We extend our sincere thanks and best wishes to her as she moves on to focus on other opportunities and responsibilities.

Your favorable consideration and affirmation of the identified appointments and associated pay would be greatly appreciated.

Respectfully,

A handwritten signature in black ink that reads "Brian Sager". The signature is written in a cursive style with a long horizontal flourish extending to the right.

Brian Sager, Ph.D.  
Mayor



**Department of Public Works**  
326 Washington Street  
Woodstock, Illinois 60098  
815/338-6118 ♦ Fax 815/334-2263  
pruscko@woodstockil.gov  
www.woodstockil.gov

To: Roscoe Stelford, City Manager

From: Paul R. Ruscko, Public Works Director

**Re: Approval to Purchase Bulk Rock Salt through the State of Illinois Joint Purchasing Program**

Date: October 13, 2014

The Department of Public Works is responsible for maintaining the City's roadways and keeping them passable for motorists. To be effective in clearing snow and ice from city streets in the winter months, Public Works needs to secure the necessary materials to ensure safe travel and respond to the needs of the community. Therefore, it is essential that the City has an ample supply and that a supplier is secured to deliver salt on an "as needed" basis throughout the winter months.

For many years, the City has been a participant in the State of Illinois Joint Purchasing Program for the purchase of bulk rock salt. Under this program, the State prepares detailed specifications for the material, solicits bids, and awards annual contracts for bulk rock salt. Through this program, the City theoretically receives a more competitive price due to the large quantity of material bid by the State, and the process complies with all of the requirements for competitive bidding. This season's contract for ice control salt for the City was awarded at a unit price of \$140.19 per ton to Morton Salt Inc., Chicago, Illinois. This bid price is approximately 2.6 times greater than the price the City paid through the same program last year. This year will be the third consecutive season that the contract was awarded to Morton Salt Inc.

Due to the astronomical price increase, we have consulted with the City Attorney, spoke to representatives at the Illinois Department of Central Management Services and reviewed the Joint Purchasing Manual to determine what options, if any, are available to the City. The only feasible option, at this time, is to purchase the minimum quantity of bulk rock salt from Morton Salt Inc. However, we have already begun working with the McHenry County Council of Governments and the McHenry County Division of Transportation to explore other bulk rock salt procurement options in lieu of the State of Illinois Joint Purchasing Program. The Joint Purchasing Program for bulk rock salt doesn't afford the City the opportunity to reject any and all bids received if it is in the best interest of the City. Any benefits the City derived from the Joint Purchasing Program may be overshadowed by this loss of local control and flexibility.

In the approved Motor Fuel Tax (MFT) Fund section of the City's FY14/15 Budget, \$240,000 is allocated for the purchase of ice control salt in line item #12-00-6-572. In March 2014, the City had to specify to the State of Illinois the amount of ice control salt that the City of Woodstock would like to reserve for use this winter. Based upon the amount of road salt that has been used

to maintain City streets within the past few winters, 4,000 tons of salt has been reserved in this year's contract for the City of Woodstock. This quantity at the contract price per ton awarded equals \$560,760. The difference between the contract amount and the budget is significant. The additional expense will be offset by savings realized in other projects, scaling back and/or postponing other projects, and the use of fund balance in the MFT Fund and the General Fund as needed.

Through this contract, the City has an obligation to accept delivery of 100% (4,000 tons) of the estimated quantity, and the bidder has an obligation to deliver a maximum of 120% (4,800 tons) of the quantity at the contract price if the City desires. All salt deliveries will be initiated by the Street & Fleet Superintendent on an as-needed basis. It is impossible to predict what type of weather the City will experience this winter. The weather will, however, have a direct bearing upon the total amount of ice control salt that the City will purchase, and the total price paid will be based upon the quantity of material that is ordered. Historical data shows that annual salt use is approximately 3,000 tons during a year with average snowfall. Therefore, we have no intention on purchasing more than the 4,000 tons requested.

In order to assure that there is an ample supply of bulk rock salt for the winter season, which is used to make City streets safe for motorists, **it is recommended that the City Council approve the purchase of bulk rock salt to be supplied throughout the winter of FY14/15 by Morton Salt Inc., at a unit price of \$140.19 per ton.**

c: Mark Miller



Reviewed and Approved by:

*Roscoe C. Stefford III*  
City Manager



**Department of Public Works**  
326 Washington Street  
Woodstock, Illinois 60098

815/338-6118 ♦ Fax 815/334-2263  
awilson@woodstockil.gov  
www.woodstockil.gov

To: Roscoe Stelford, City Manager  
From: Alan Wilson, City Engineer  
**Re: Waiver of Competitive Bids and Award of 2014 Crack Sealing Contract**  
Date: October 16, 2014

The City allocated \$50,000 in the FY14/15 MFT Fund budget, line item 12-00-5-580, to hire a contractor to perform crack sealing on various roads in order to reduce the amount of unsealed surface cracks that ultimately shorten the service life of the pavement.

On September 4, 2014, the City received one bid for the 2014 Crack Sealing program from S.K.C. Construction in the amount of \$63,000. On September 16, 2014, the City Council rejected this bid because it was the only bid received, it was 26% over the amount the City had budgeted, and other financial burdens are being placed on the MFT Fund (i.e. salt purchasing).

The Council expressed a desire to complete some crack sealing work this year and directed the Department of Public Works to determine if the project quantities could be reduced and still meet IDOT MFT requirements or if the contractor is willing to reduce the quantity of work to be performed to meet our current budget amount and still hold this unit price.

Because the original bid was rejected, the project would have to be rebid in order to meet IDOT's MFT bidding requirements, which is necessary if MFT Funds are to be ultimately utilized to pay for this work. This process would take a considerable amount of time and would delay the possible completion of any work this construction season. The contractor is willing to reduce the quantity of work to be performed and keep the same unit price as long as we complete at least \$25,000 of work. As a result, the City Administration is recommending that the funds utilized to pay for this contract are instead charged to the Street Department in the General Fund and, in return, additional salt charges will be applied against the MFT Fund to offset these costs.

The aforementioned utilization of General Fund dollars will allow the crack sealing to be awarded based on municipal standards versus the more stringent IDOT standards. However, the City Council will still need to waive competitive bids, since the original bid was rejected at an earlier meeting as a legal precaution. A waiver of competitive bids does require a 2/3 majority vote by the Corporate Authorities holding office.

Therefore, the City Administration recommends that the City Council waive the requirement for competitive bids and award the 2014 Crack Sealing contract to S.K.C. Construction for the bid unit price of \$0.63 per foot for routing and crack sealing in an amount not to exceed \$25,000 subject to final direction by the Director of Public Works.



Reviewed and Approved by:

*Roscoe C. Stieford III*

City Manager



## Finance Department

121 W. Calhoun Street  
Woodstock, Illinois 60098  
815/338-4300  
Fax 815/334-2269

# Memo

**To:** Roscoe Stelford, City Manager  
**From:** Paul N. Christensen, Finance Director  
**Date:** October 10, 2014  
**Re:** Proposed Changes to Current NIGEC Agreement

---

In September a meeting of the members of the Northern Illinois Governmental Energy Cooperative (NIGEC) held a phone meeting to discuss making changes to the current intergovernmental agreement. Some of these changes included expanding the original scope of the cooperative. NIGEC was originally formed to purchase electricity for government-owned buildings in aggregate. In addition, the cooperative was also designed to allow the members to purchase natural gas, if the membership was so inclined.

Based on the recent significant increase in costs for road salt, the membership would like to expand the authority of the cooperative to include all types of commodities. Because of this proposed change to the scope of the cooperative's purchasing power, a name change to the Northern Illinois Purchasing Cooperative (NIPC) would be appropriate.

In addition, there are also some additional changes that are being proposed to improve the overall bidding process and allow needed flexibility to secure the lowest possible pricing. Attached is a memorandum from City Attorney Ruth Schlossberg, who also serves as legal counsel for the Cooperative, which reviews all of the contractual modifications.

### Recommendations:

**It is recommended that the City Council approve the attached Ordinance identified as Document #\_\_1, *An Ordinance Authorizing Execution of the Northern Illinois Purchasing Cooperative ("NIPC") 2014 Intergovernmental Agreement for the Purchase of Power Supplies and Other Goods and Services; Waiving Local Bidding Requirements for Purchases Made through NIPC; and Authorizing Purchase Agreements Made through NIPC subject to final review and approval by the City Attorney.***

Should you have any additional questions or concerns, please feel free to contact me.



Reviewed and Approved by:  
*Roscoe C. Stelford III*  
City Manager

LAW OFFICES  
**ZUKOWSKI, ROGERS, FLOOD & McARDLE**  
50 VIRGINIA STREET  
CRYSTAL LAKE, ILLINOIS 60014

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September 18, 2014

**ALGONQUIN –**

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Michael Kumbera  
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**GENOA –**

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[jmisurelli@genoa-il.com](mailto:jmisurelli@genoa-il.com)

**HAMPSHIRE –**

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**JOHNSBURG –**

Claudett Peters  
[cpeters@johnsburg.org](mailto:cpeters@johnsburg.org)

**LAKE IN THE HILLS –**

Rich Hentschel  
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**WOODSTOCK FIRE AND RESCUE**

Ralph Webster, Chief  
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Meagan DeSerto  
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**RE: New Intergovernmental Agreement for Purchasing Cooperative**

Ladies and Gentlemen:

Attached please find the following documents:

1. **A Proposed New Intergovernmental Agreement (“IGA”) Creating the Northern Illinois Purchasing Cooperative (“NIPC”):** As you know, this IGA is largely similar to the IGA used

## ZUKOWSKI, ROGERS FLOOD & MCARDLE

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to establish the Northern Illinois Governmental Energy Cooperative (“NIGEC”) but this new NIPC IGA will replace the NIGEC agreement effective January 1, 2015. After discussions with the group, we have drafted some changes to the previous NIGEC IGA in order both to streamline and clarify operations of the purchasing group and to make it easier for the group to operate as a regional joint purchasing body for its members for more than just electric power purchases. Here are some of the most notable aspects of the NIPC IGA:

A. The group’s name is proposed to be changed from the Northern Illinois Governmental Energy Cooperative (“NIGEC”) to the Northern Illinois Purchasing Cooperative (“NIPC”). This change is made to reflect the fact that this group will exist not just for energy purchases but may be used for its members for other bulk power purchases. The change is also designed to avoid the ongoing confusion between the name NIGEC and the aggregation consortium which is named NIGEAC. We hope this will eliminate further confusion going forward. The group has acknowledged the previous existence of the Northeastern Illinois Planning Commission which was previously known as NIPC. That group was merged into the operations of the Chicago Metropolitan Agency for Planning or CMAP in 2005, so the current NIGEC members do not believe this new title for their purchasing group will create unnecessary confusion.

B. The purchasing terms have been streamlined so that they apply equally to all types of purchases and not just power purchases. The previous NIGEC agreement sought to accomplish this, but we believe this new draft makes this even clearer and more clearly flexible. As there are increasing calls among the members and among MCCG communities in general to explore joint-purchasing opportunities, these clearer procedures are designed to facilitate future group cooperation for many types of purchases and should make it relatively simple for member governments to participate in as few or as many group purchase opportunities as they choose.

C. The previously more rigid NIGEC purchasing guidelines requiring published notice and other procedures consistent with the Illinois Governmental Joint Purchasing Act have been eliminated. The group has concluded that those guidelines, while they have the advantage of being consistent across the state, are too cumbersome for the type of purchasing requiring relatively responsive and flexible purchasing tools that are contemplated by this cooperative. These rules have been replaced with more flexible guidelines that reflect the current realities of many purchase initiatives in a twenty-first century marketplace rather than requiring increasingly obsolete methods such as notice that must be published in a local paper. For instance, this new IGA will permit the use of alternative means of solicitation such as the use of on-line auctions to obtain power supplies. The members believe this will allow them to take advantage of greater access to competitive markets and may result in improved pricing for the members without compromising the integrity of the bid solicitation process. Of course, the group will remain bound to comply with any applicable mandatory Illinois law governing bidding and purchasing.

D. The new language also allows for the waiver of bidding – by a two-thirds vote of the members participating in a particular non-public works purchase initiative. This provision will accommodate instances such as the “blend-and-extend” option the members have benefited from in the

## ZUKOWSKI, ROGERS FLOOD & MCARDLE

September 18, 2014

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past by which longer-term fixed power agreements could be renegotiated at a lower rate when the commodity markets dip in exchange for entering longer term agreements at this new, lower rate. The members believe that this increased flexibility will allow participants to secure better pricing.

E. Because many of the NIGEC/NIPC member governments may have their own purchasing guidelines, this IGA requires participants to waive those guidelines for purchases that are conducted through NIPC. This ensures that the group can act in a unified fashion when they go out for bids.

F. The IGA identifies that parties who are authorized to execute purchase agreements obtained under the IGA without seeking additional approval from the corporate authorities for these purchases. We have used this practice for several years now through NIGEC for purchases in the highly volatile and rapidly shifting power market because contracts for power often must be executed within 24 hours or less after the time a bid has been received. The authorized parties include the following:

- 1) President or Mayor
- 2) Board Member or Council Members designated by the President or Mayor
- 3) Manager or Chief Administrator
- 4) Authorized Staff Person designated by Manager, Chief Administrator, President or Mayor

This list is somewhat long to reflect the reality of the different size and structures of many of the governmental members and to ensure that someone is available to execute agreements when execution times are short as they often are for power purchase agreements. Over the years operating as NIGEC, the group has discovered that it can be difficult to get contracts executed in a timely manner when only one party has authority to sign and the resulting scramble to successfully complete a purchase agreement and to capture favorable pricing has decreased significantly since the NIGEC group expanded the parties authorized to execute agreements.

The group discussed whether this same process would apply for purchases of other goods and services. They concluded that sufficient protections are in place for their municipalities with this purchasing system since, in general, members would not participate in a purchase bid unless they already had budget authority for the particular item being solicited and because once a bid is solicited, the members who have participated will be bound in any event by the IGA to execute the chosen bid. Finally, because members are not required to participate in any specific bid, if a member believes a proposed purchase is not an appropriate one for their government, they do not need to participate. This structure has been chosen by the group because experience has suggested the better pricing is obtained when suppliers know the size of the committed customer base when they submit bids.

2. **A Sample Ordinance Authorizing the Execution of the IGA for NIPC:** Because this IGA has the potential to change some of the members' purchasing ordinances, at least as they apply to

## ZUKOWSKI, ROGERS FLOOD & MCARDLE

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purchases made through NIPC, we believe it is appropriate to approve this IGA through an ordinance. For that purpose we have attached sample ordinances that you can use as the basis of your own ordinance. We have included a sample "City" version and a sample "Village" version. Note please that each contains highlighted home rule language that you should keep in if you are home rule municipality and delete if you are not. We can customize individual ordinances for you if you prefer. Just let me know.

3. **An Updated Distribution List for the NIPC Membership:** A number of the proposed NIPC members have new employees or different parties responsible for implementing NIPC and have given us new contact information. The attached list is the most current we have as of the date of this letter and should replace all previous lists. Please also be sure when sending emails to the NIPC group that you use the most current contact information so that all members are included in group discussions.

If this material meets with your approval, then it is ready to be presented to your respective governing boards for consideration beginning in October. Ideally this new IGA will be approved and in place by all members by the end of this fall so that we can use the new format starting in 2015 in time for the next round of power purchases. Until then, the existing NIGEC IGA will continue to govern. If you have any remaining questions or concerns about this material, please do not hesitate to let me know before October so that we can address those concerns before any of the members put this item on their future agendas. It remains a pleasure to work with this group, and I hope the new IGA will allow you to take advantage of future opportunities for savings.

Very Sincerely Yours,

  
Ruth A. Schlossberg

RAS/dg

Attachments

cc: Chalen Daigle, MCCG

Z:\NIGEC\2014\NIPC Creation Documents\All Members.NIPC IGA.doc

***ORDINANCE NO. 14-O-\_\_***

***An Ordinance Authorizing Execution of the Northern Illinois Purchasing Cooperative (“NIPC”) 2014 Intergovernmental Agreement for the Purchase of Power Supplies, and Other Goods and Services; Waiving Local Bidding Requirements for Purchases Made through NIPC; and Authorizing Purchase Agreements Made through NIPC***

WHEREAS, in the fall of 2006 several local governmental entities entered into an intergovernmental agreement for the purchase of electrical power creating the Northern Illinois Governmental Energy Cooperative (“NIGEC”) and that agreement was renewed in 2008 and renewed and amended again in 2013; and

WHEREAS, by working through NIGEC, the participants have been able to secure competitively priced electrical power; and

WHEREAS, by acting cooperatively through NIGEC, each member has sought to reduce the total transaction costs of identifying and negotiating power purchase arrangements with third party suppliers; and

WHEREAS, the NIGEC members wish to continue their cooperative association and to streamline their operations to facilitate cooperative purchasing for both power as well as for other goods and services in instances where group purchasing will result in lower rates or improved efficiencies for the members; and

WHEREAS, in order to better reflect the mission and purpose of the group the members have proposed changing their name to the **Northern Illinois Purchasing Cooperative (“NIPC”)**; and

WHEREAS, the current NIGEC members have negotiated an Intergovernmental Agreement to govern their relationship as NIPC which is attached as Exhibit A, and also have agreed to allow new members to join under those terms and conditions; and

WHEREAS, units of local government may contract and associate among themselves pursuant to Article VII, Section 10, of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, some of the proposed NIPC members have local codes or rules that require that certain purchases must be solicited for bids pursuant to their local rules, but under the proposed NIPC intergovernmental agreement the NIPC purchasing rules shall apply instead; and

WHEREAS, the NIPC agreement contemplates authorizing certain specific parties to execute contracts on behalf of the members.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Woodstock, Illinois, as follows:

SECTION 1: The Mayor is hereby authorized and directed to execute, and the Clerk is authorized and directed to attest, duplicate original copies of the *NIPC Intergovernmental Agreement for the Purchase of Power Supplies, and Other Goods and Services* (“Agreement”), a copy of which is attached hereto and made a part hereof as Exhibit A. This approval includes explicit waiver of any conflict of interest, if any, for the law firm of Zukowski, Rogers, Flood and McArdle to represent NIPC in this matter.

SECTION 2: The administration is directed to take all actions necessary to implement the terms of the Agreement and to execute contracts negotiated under the Agreement in a manner consistent with its terms, and any local ordinances or rules governing purchases that will instead be made through NIPC are hereby waived and those purchases will instead be subject to NIPC’s procedures.

SECTION 3: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict and the Intergovernmental Agreement establishing NIGEC is hereby replaced by this new Agreement.

SECTION 5: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Voting Aye:

Voting Nay:

Abstain:

Absent:

APPROVED:

---

Mayor Brian Sager, Ph.D.

(SEAL)

ATTEST: \_\_\_\_\_  
City Clerk Dianne Mitchell

Passed: \_\_\_\_\_

Approved: \_\_\_\_\_

Published: \_\_\_\_\_

**NORTHERN ILLINOIS PURCHASING COOPERATIVE ("NIPC")  
2014 INTERGOVERNMENTAL AGREEMENT  
FOR THE PURCHASE OF POWER SUPPLIES  
AND OTHER GOODS AND SERVICES**

This Intergovernmental Agreement ("Agreement") is entered into between the signatory parties below, all Illinois municipal corporations or other governmental entities, (collectively, "Members") for purposes of creating the Northern Illinois Purchasing Cooperative ("NIPC"). It is explicitly contemplated that additional local governmental entities may join this Agreement at a later date on the same terms as the signatory parties, with the permission of the Administrator, as defined below, and without additional approval from the original contracting Members. This Agreement shall be binding on any signatories.

**WHEREAS**, the Members have agreed that there may be economies of scale, reduced administrative costs and improved commodity prices by purchasing goods and services, electricity and other power supplies as a group; and

**WHEREAS**, in order to obtain these economies, several municipalities have previously joined together to create the Northern Illinois Governmental Energy Cooperative ("NIGEC") and several of those municipalities wish to continue that association in the newly form NIPC as the successor entity to NIGEC; and

**WHEREAS**, such cooperation is one of the purposes of the Intergovernmental Cooperation Agreement Act ("Act") (5 ILCS 220/1 *et seq.*); and

**WHEREAS**, this Agreement satisfies the requirements of that Act and of the Illinois State Constitution provisions authorizing Intergovernmental Agreements (Article 7, Section 10).

**NOW, THEREFORE**, the Members agree as follows:

1. **PURPOSE.** To act together as NIPC in order to negotiate economical purchase agreements for goods and services as well as for power purchase agreements ("Purchase Agreements") all as directed by the Governing Board (as that term is defined below).

2. **GOVERNANCE.** The NIPC membership shall be governed by one representative of each Member (the "Governing Board"). Each Member shall have one vote, and unless otherwise specifically provided for elsewhere in this Agreement, the Governing Board shall require a majority vote for any binding decisions. All votes by the membership may be taken by telephone, e-mail or other electronic or digital communication.

3. **ADMINISTRATION.**

a. The NIPC membership agrees to place administrative responsibility for its operations, including approval of any new members, with the Director of the McHenry County Council of Governments ("MCCG") (the "Administrator"), who will report to the Governing Board on administrative matters. By a majority vote, the NIPC Governing Board shall agree upon an appropriate level of compensation to MCCG (or any subsequent Administrator) for these administrative services.

b. The Governing Board may elect a new Administrator at any time by a majority vote.

4. **SOLICITING AND SELECTING SUPPLIERS.**

a. **Solicitation.**

i. NIPC shall seek to obtain supplies that are competitively priced or that are supplied on terms that are in the best interests of the Affected Members (as that term is defined in Section 4.a.ii below). To meet this goal NIPC may rely upon a variety of methodologies including using a Request for Proposal solicitation, by the use of an on-line auction format or by using such other methodology as the Affected Members determine are appropriate and consistent with applicable law.

ii. The Administrator is responsible for ensuring that each Member is on notice of each new bidding opportunity. Each NIPC Member may choose, prior to the issuance of any bid request or other solicitation for purchase, whether or not to participate in the specific bid request. Those members who participate in each bid request shall be referred to as the "Affected Members". In cases where less than the full NIPC membership is participating in a bid request or solicitation for purchase, then only the Affected Members and not the entire Governing Board shall be permitted to vote on that

particular bid request or solicitation.

1) The Administrator may require Members to indicate whether they intend to participate in any specific bid solicitation or purchasing effort and may require that the Members give written notice to the Administrator of their intent to withdraw from participation, provided that no withdrawal from participation shall be permitted if a solicitation is outstanding at the time of such withdrawal notice or if bids already have been received and are being considered or negotiated by NIPC.

2) If a Member has not provided notice of withdrawal from a specific bid when so required by the Administrator and if the Member has been included in any bid solicitation announcement or process, then the Member must complete and execute any related Purchase Agreement that is ultimately approved by the Affected Members. Such Member also shall be counted in any tally of Affected Members for purposes of calculating the number of votes required for approval of any matter related to a specific purchase initiative. However, the Administrator shall have discretion to permit withdrawal of that member if, in the sole determination of the Administrator, such withdrawal will not affect the price or terms offered to the balance of the Affected Members.

3) This limitation on withdrawal is imposed in order to ensure that the Affected Members benefit from any bulk purchasing advantages resulting from guaranteeing to supply bidders a defined customer base because this has an impact on the bid prices for supplies.

iii. For each bid solicitation, in the discretion of the Administrator, bidding may exclude accounts that are not likely to offer significant financial advantages to members. This includes, but is not limited to, situations in which bidding some or all of the electric power accounts of some members will not offer significant financial advantages over Commonwealth Edison rates or other existing or potential rates, such as for instance accounts for street lights and any franchise accounts.

iv. NIPC may waive bidding or solicitation for a non-public works purchase by a two-thirds vote of the Affected Members provided that the Affected Members determine that this will result in a competitive price or that such waiver is in the best interests of the Affected Members. Such

bid-waiver option shall include, but not be limited to, the extension of existing agreements without additional solicitation or bidding.

v. By approving this Agreement, all Members agree that this process shall apply to all purchasing by NIPC and any Member regulations governing purchasing to the contrary are hereby waived for purchases made through NIPC. Nothing in this Agreement is intended to waive any applicable Illinois law governing bidding or purchasing or the supply of services.

**b. Selection and Execution of Agreements.**

i. The Administrator may negotiate the terms for any Purchase Agreement in preparation for consideration by the Affected Members.

ii. Each Affected Member shall be given one vote for purposes of determining whether to enter into a specific Purchase Agreement.

iii. A majority vote of the Affected Members shall be required to authorize entry into any specific Purchase Agreement except in cases subject to Section 4(a)(iv) of this agreement involving waiver of bids or solicitation when a two-thirds vote of the Affected Members shall be required to authorize entry into a Purchase Agreement.

iv. All Affected Members agree to be bound by the vote of the Affected Members in favor of entering into a specific Purchase Agreement.

v. Following approval of a Purchase Agreement as required by this Section, the Administrator may verbally commit the Affected Members to accept the Purchase Agreement, and each Affected Member agrees to execute a Purchase Agreement binding their respective unit of government within the time period approved by the Administrator. The Members acknowledge that the rapidly shifting commodity price nature of many goods and some services, including but not limited to prices in the power market, necessitates this structure, and that by approving this Agreement, they are authorizing any of the following representatives of the Members to execute the Purchase Agreement:

- 1) President or Mayor

- 2) Board Member or Council Members designated by the President or Mayor
- 3) Manager or Chief Administrator
- 4) Authorized Staff Person designated by Manager, Chief Administrator, President or Mayor

5. **USE OF CONSULTANTS BY NIPC.** By a majority vote of the membership, NIPC, through the Administrator, may negotiate with and retain a consultant or advisor who may coordinate the purchasing process on behalf of NIPC and its Members. Any agreement between NIPC and any such consultant must be approved by a majority vote of the Governing Board. The Exchange Agreement between NIGEC and World Energy Solutions dated July 12, 2013 is hereby approved as the current agreement for NIPC for purposes of energy and related services purchases and with the consent of World Energy Solutions may be assigned to NIPC as the successor to NIGEC.

6. **MEMBER COOPERATION REQUIRED.** The NIPC membership agrees to provide the necessary information required to develop bid specifications or to identify electric power supply opportunities or goods and services in a timely manner in response to any request being made by the Administrator or Consultant. Failure to provide this information in a timely manner may result in exclusion from a particular Purchase Agreement or bid for such Purchase Agreement at the discretion of the Administrator.

7. **ALLOCATION OF NIPC COSTS.** The NIPC membership agrees to share all costs associated with the Administration of this Agreement, which costs shall be allocated among them by the Administrator based on the number of Affected Members participating in a specific matter.

8. **LEGAL REPRESENTATION.** By executing this Agreement, each Member hereby waives any conflict of interest, permitting the law firm of Zukowski, Rogers, Flood & McArdle ("ZRFM") to represent them individually as well as serving as counsel to NIPC. This representation may be changed by a majority vote of the Governing Board.

9. **AGREEMENT REPLACES EARLIER NIGEC AGREEMENTS.** By executing this Agreement, a Member that belonged to any previous Agreement governing NIGEC agrees, instead, to be

bound by the terms of this Agreement effective January 1, 2015.

10. **TERM.** This Agreement will be effective commencing on January 1, 2015. The Members agree to be bound by this Intergovernmental Agreement through January 30, 2020 regardless of the date any individual Member initially approved the Agreement.

11. **INDEMNIFICATION.**

a. To the extent permitted by law, each Member hereby agrees to indemnify, hold harmless, and defend any other Member from and against any and all losses, claims, expenses and damages (including reasonable attorney's fees) made against or incurred by the other Member for any actions taken or failures to act by the indemnifying Member in connection with or arising out of this Agreement, to the extent that such claims were caused by actions, or failures to act, of the indemnifying Member.

b. To the extent permitted by law, each Member agrees to indemnify, hold harmless, and defend the Administrator and any of its officers, employees or agents from and against any and all losses, claims, expenses and damages (including reasonable attorneys' fees) made against or incurred by the Administrator or any of the Administrator's officers, employees and agents for actions taken or failures to act under this Agreement in its role as Administrator except to the extent such actions or failures to act were willful and wanton.

12. **COUNTERPARTS.** This Agreement may be executed by all of the parties in identical original duplicates and each of the duplicates shall, individually and taken together, constitute one and the same Agreement.

[SIGNATURE PAGES FOLLOW]

<p>VILLAGE OF ALGONQUIN</p> <p>By _____ John C. Schmitt, President</p> <p>DATE: _____, 2014</p>	<p>ATTEST:</p> <p>_____</p> <p>Gerald S. Kautz, Clerk</p>
<p>CITY OF GENOA</p> <p>By _____ Mark Vicary, Mayor</p> <p>DATE: _____, 2014</p>	<p>ATTEST:</p> <p>_____</p> <p>Wendy Shaneen, Clerk</p>
<p>VILLAGE OF HAMPSHIRE</p> <p>By _____ Jeffrey Magnussen, President</p> <p>DATE: _____, 2014</p>	<p>ATTEST:</p> <p>_____</p> <p>Linda R. Vasquez, Clerk</p>
<p>VILLAGE OF HUNTLEY</p> <p>By _____ Charles Sass, President</p> <p>DATE: _____, 2014</p>	<p>ATTEST:</p> <p>_____</p> <p>Rita McMahon, Clerk</p>
<p>VILLAGE OF JOHNSBURG</p> <p>By _____ Edwin P. Hettermann, President</p> <p>DATE: _____, 2014</p>	<p>ATTEST:</p> <p>_____</p> <p>Claudett E. Peters, Clerk</p>
<p>VILLAGE OF LAKE IN THE HILLS</p> <p>By _____ Paul Mulcahy, President</p> <p>DATE: _____, 2014</p>	<p>ATTEST:</p> <p>_____</p> <p>Denise L. Wasserman, Clerk</p>

<p>VILLAGE OF LAKEWOOD</p> <p>By _____ Mary Erin Smith, President</p> <p>DATE: _____, 2014</p>	<p>ATTEST:</p> <p>_____</p> <p>Janice S. Hansen, Clerk</p>
<p>CITY OF McHENRY</p> <p>By _____ Susan E. Low, President</p> <p>DATE: _____, 2014</p>	<p>ATTEST:</p> <p>_____</p> <p>Janice C. Jones, Clerk</p>
<p>VILLAGE OF RICHMOND</p> <p>By _____ Peter Koenig, President</p> <p>DATE: _____, 2014</p>	<p>ATTEST:</p> <p>_____</p> <p>Karla L. Thomas, Clerk</p>
<p>CITY OF WOODSTOCK</p> <p>By _____ Brian Sager, PhD, Mayor</p> <p>DATE: _____, 2014</p>	<p>ATTEST:</p> <p>_____</p> <p>Dianne Mitchell, Clerk</p>
<p>WOODSTOCK FIRE AND RESCUE DISTRICT</p> <p>By _____ Robert Kristensen, President</p> <p>DATE: _____, 2014</p>	<p>ATTEST:</p> <p>_____</p> <p>Kenneth Marunde, Secretary</p>

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**Department of Public Works**  
326 Washington Street  
Woodstock, Illinois 60098

815/338-6118 ♦ Fax 815/334-2263  
awilson@woodstockil.gov  
www.woodstockil.gov

To: Roscoe Stelford, City Manager  
From: Alan Wilson, City Engineer  
Re: Centerville Self Storage – Plat of Vacation  
Date: October 15, 2014

The Department of Public Works was recently contacted by Red Dot Storage, the new owner of the Centerville Self Storage facility located at 2105 S. Eastwood Drive. Red Dot Storage requested that an existing 10' wide utility easement located adjacent to the south side of their property be vacated as it did not contain any existing City utilities and none of the major utility companies had any plans for utilizing it.

The easement was recorded in 1985 as part of the Vavrus Second Addition to Woodstock subdivision. We believe that the City's sanitary sewer main which currently serves the Willow Brook development (formerly Stone Lake Development) was supposed to be located within this easement. When the Centerville Self Storage facility was built in 1997, it was determined that the sanitary sewer main was not built within the easement but was installed farther to the north. A new easement document was recorded as part of the Centerville Self Storage development in order to assure access to the sanitary sewer line.

At the request of Red Dot Storage, a plat of vacation was prepared by Vanderstappen Surveying and Engineering, Inc. showing the location of both easements and delineating the easement they would like to have vacated. The easement to be vacated is unused and existing storage buildings have been constructed over portions of it.

AT&T, Commonwealth Edison, Nicor Gas and Comcast have consented to the vacation of the easement and have signed the attached plat of vacation. The City has no future use for this easement

**It is recommended that the attached Ordinance identified as Document # 2 be approved vacating the existing 10' wide utility easement located over and across the southerly 10' of Lot 6 (excepting the west 10' and the east 20' thereof) in Vavrus Second Addition to Woodstock.**



Reviewed and Approved by:  
*Roscoe C. Stelford III*  
City Manager

**ORDINANCE NUMBER 14-O-\_\_\_\_\_**

**AN ORDINANCE VACATING A PUBLIC UTILITY  
EASEMENT GENERALLY LOCATED OVER AND ACROSS  
THE SOUTHERLY 10' OF LOT 6 (EXCEPTING THE WEST 10'  
AND THE EAST 20' THEREOF) IN VAVRUS SECOND ADDITION  
TO WOODSTOCK**

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Woodstock, McHenry County, Illinois, as follows:

SECTION 1: That Exhibit A attached hereto and made a part hereof, said exhibit consisting of a plat of easement vacation, is hereby vacated.

SECTION 2: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: This Ordinance shall be known as Ordinance Number 14-O-\_\_\_\_\_ and shall be in full force and effect upon its passage, approval, publication in pamphlet form (which publication is hereby authorized) as provided by law, and its recording in the Office of the McHenry County Recorder of Deeds.

APPROVED and ACCEPTED by the City of Woodstock, McHenry County, Illinois, this \_\_\_\_\_ day of October 2014.

Ayes:

Nays:

Abstentions:

Absentees:

APPROVED:

\_\_\_\_\_  
Mayor Brian Sager, Ph.D.

ATTEST: \_\_\_\_\_  
City Clerk

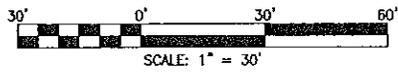
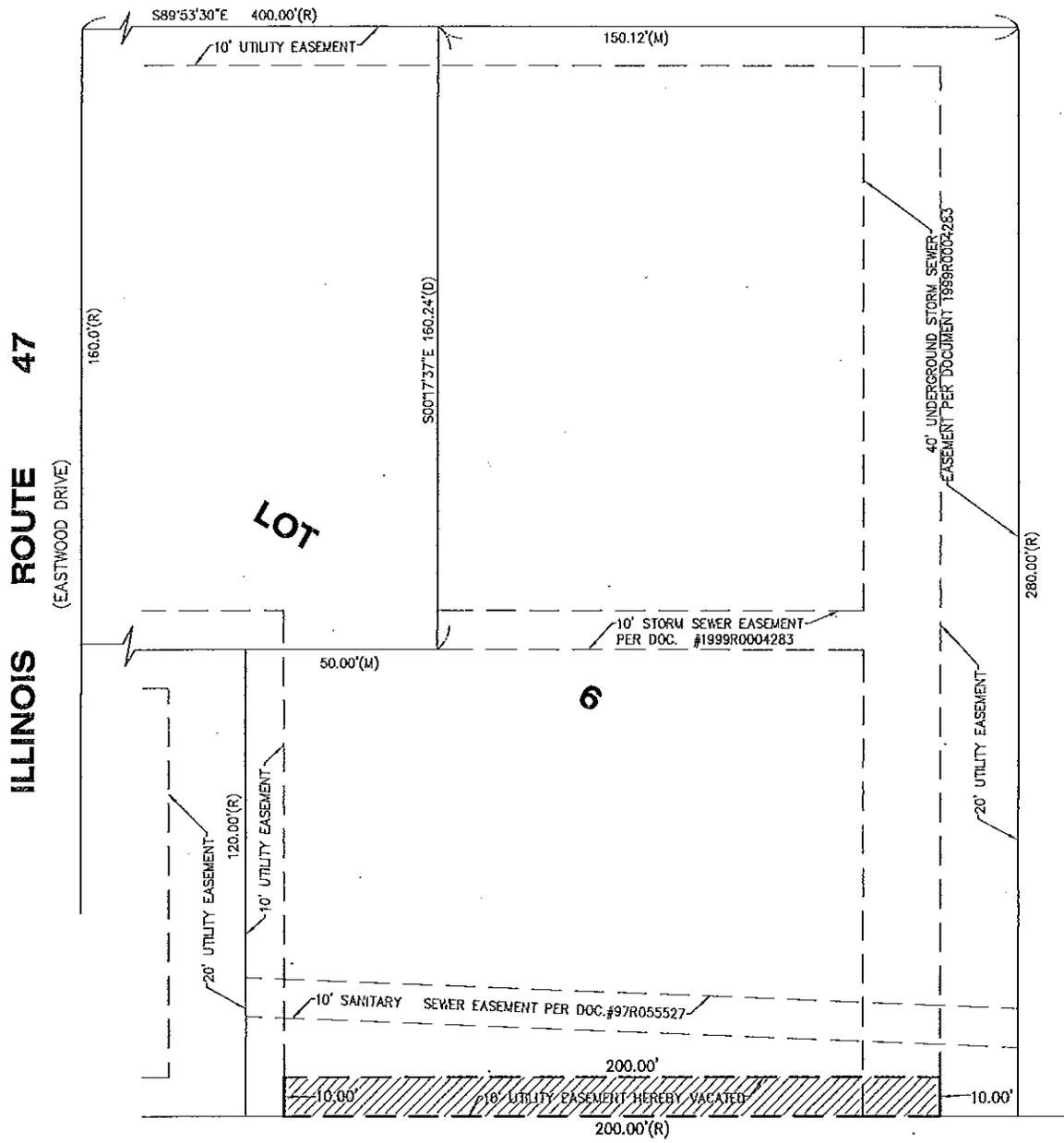
Return recorded easement to: City of Woodstock, Illinois, 121 West Calhoun Street  
Woodstock, Illinois 60098 [815-338-4305]



# PLAT OF VACATION

SPACE RESERVED FOR RECORDING OFFICE

## WILLOW BROOKE DRIVE



CLIENT: CENTERVILLE SELF STORAGE  
 DRAWN BY: APG CHECKED BY: W/J  
 SCALE: 1"=30' SEC. 16 T. 44 R. 7 E.  
 BASIS OF BEARING: ASSUMED  
 P.I.N.: 13-16-151-019  
 JOB NO.: 140013-B I.D. PVA  
 FIELDWORK COMP.: BK. PG.  
 ALL DISTANCES SHOWN IN FEET AND DECIMAL  
 PARTS THEREOF CORRECTED TO 43° F.



# PLAT OF VACATION

SPACE RESERVED FOR RECORDING OFFICE

**LEGAL DESCRIPTION**

The Utility Easement over and across the most Southerly 10.00 feet of Lot 6 (excepting the West 10.00 feet and the East 20.00 feet thereof) in Vavrus Second Addition to Woodstock, being a Resubdivision in the Northwest Quarter of Section 16, Township 44 North, Range 7 East of the Third Principal Meridian, according to the Plat thereof recorded May 23, 1985, as Document No. 907811, in McHenry County, Illinois.

**CITY CERTIFICATE**

STATE OF ILLINOIS )  
 ) S.S.  
 COUNTY OF McHENRY )

Approved, accepted and vacated by the Mayor and City Counsel for the City of Woodstock, McHenry County, Illinois,

this \_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_

By: \_\_\_\_\_  
 Mayor

Attest: \_\_\_\_\_  
 City Clerk

**COMED, AT&T, COMCAST AND NICOR CERTIFICATE**

STATE OF ILLINOIS )  
 ) S.S.  
 COUNTY OF McHENRY )

This certifies that the undersigned utility companies hereby specifically consent to the vacation of that portion of the 10 foot Utility Easement across that part of Lot 6, as described hereon.

**AT&T**

By: Luson E. Mansburn  
 Its: AT&T Right of Way Manager

**COMED**

By: John E. Ober  
 Its: REAL ESTATE REP

**NICOR**

By: Matthew A. Erickson  
 Its: land Management Agent

**COMCAST**

By: Frank Heitner 8/28/2014  
 Its: RIGHT-OF-WAY EDGWBKER

Mail To:  
 Vanderstappen Surveying and Engineering Inc.  
 1316 N. Madison Street  
 Woodstock, IL 60098

8/14/2014 REMSE CERTIFICATE & STREET NAME WJV

STATE OF ILLINOIS )  
 ) S.S.  
 COUNTY OF McHENRY )

I hereby state that we have platted the premises above described, and that the plat hereon is a true representation of said description.

This is not a Boundary Survey

Dated at Woodstock,  
 McHenry County, Illinois 3/20 A.D., 2014.

Vanderstappen Surveying & Engineering, Inc.  
 Design Firm No. 184-002792

By: William J. Vanderstappen  
 Illinois Professional Land Surveyor No. 2709



CLIENT: CENTERVILLE SELF STORAGE  
 DRAWN BY: APG CHECKED BY: WJV  
 SCALE: 1"=30' SEC. 16 T. 44 R. 7 E.  
 BASIS OF BEARING: ASSUMED  
 P.I.N.: 13-18-151-019  
 JOB NO.: 140013-B I.D. PVA  
 FIELDWORK COMP.: BK. PG.  
 ALL DISTANCES SHOWN IN FEET AND DECIMAL PARTS THEREOF CORRECTED TO GS F. REF: 041244



**Finance Department**  
121 W. Calhoun Street  
Woodstock, Illinois 60098  
815/338-4300  
Fax 815/334-2267

# Memo

**To:** Roscoe Stelford, City Manager  
**From:** Paul Christensen, Finance Director  
**Date:** October 14, 2014  
**Re:** Police Pension Actuarial Valuation

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In accordance with Illinois State Statutes (40 ILCS 3-143), the Police Pension Board is required to report to the City Council the financial position of the Police Pension Fund as of its fiscal year end (i.e., April 30, 2014). In addition, the Police Pension Board is required by State law to submit a funding request to the City Council based on the results of an actuarial valuation. This request must be submitted prior to the City's adoption of its property tax levy. Attached is a copy of the Police Pension Board's report for FY13/14 and the Board's request for the calendar year 2014 property tax extension.

The Police Pension Board's request for 2014 has been determined through an actuarial calculation performed by Mr. Tim Sharpe as required by Illinois State Statute (40 ILCS 5/1A-111). A copy of Mr. Sharpe's actuarial report with his opinion has been attached for the City Council's review.

The City is required by Illinois State Statute (40 ILCS 5/1A-111; 3-127) to deposit the necessary funds with the Police Pension that has been determined through an actuarial valuation. In addition, State law requires that the Police Pension reach 90% funding status using the Purchase Unit Credit (PUC) method by April 30, 2040. While State Statute mandates 90% using PUC, it is recommended that the City continues to use Entry Age Normal Cost Method with a 100% funding goal as this is a more financially-sound funding method.

## **Actuarial Valuations:**

An actuarial valuation is a means of determining the funded position for a defined benefit pension plan at a particular point in time. By using mathematical analysis and actuarial tables that include information concerning life expectancy, years of service, surviving spouses and future refunds, an actuary determines what the accrued benefits are based on the City's pension plan and compares the value of the accrued benefits to the value of the accrued assets of the Plan. A glossary of actuarial terms has been attached to this memorandum as Appendix A. The Police Pension Board has conducted a full actuarial valuation as of April 30, 2014.

Unlike accounting liabilities which reflect the results of historical transactions, actuarial liabilities are calculated to determine the outstanding accrued benefits owed to the employees taking into account events that are anticipated to occur in future years (i.e., salary increases, mortality, investment income). Therefore, actuarial liabilities are not reported as an accounting liability in the City's financial statements. However, this information is disclosed in the notes to the financial statements to assist interested parties in determining the impact of future funding on the City's overall finances. As a result of the ongoing concern over public pensions, the Governmental Accounting Standards Board (GASB) will be requiring the inclusion of this liability in future years; however, this liability amount will be offset by a deferred asset and have no financial impact on the City.

### **Police Pension Plan:**

The Police Pension Fund provides for the current and future pension obligations of retired and disabled Woodstock law enforcement personnel. The Police Pension Fund was created and is administered as prescribed by Chapter 40 of Illinois Compiled Statutes Act 5, Article 3. The Illinois Department of Insurance (DOI) regulates the Woodstock Police Pension Fund. Pension benefits are defined by State Statute and can only be modified by the State legislature. Pension benefits were modified in 2010 to adopt a two-tiered structure. Employees hired prior to January 1, 2011 continue to receive benefits utilizing the previous benefit structure. Employees hired after January 1, 2011 are subject to new benefit levels, which require the accrual of longer service time before reaching retirement eligibility, imposes an early retirement penalty, caps maximum income, modifies the calculation of final average salary, reduces survivor benefits, and reduces annual increases.

The City's Police Pension Plan is a single-employer defined benefit plan. Upon retirement, officers receive a percentage of their salary dependent on age and years of service. The participant receives these benefits for the remainder of their lives. Surviving spouses are provided the same benefit without increases for the remaining period. Although a significant amount of funds have been accumulated within the Police Pension Fund, an actuarial valuation is performed to determine if the funds "on-hand" are sufficient to finance the plan requirements for all participants.

In previous years, the State of Illinois Department of Insurance provided the City with their estimate of the actuarial required employer contribution, which is collected in the form of property taxes. The Police Pension Fund includes a line-item within the budget to perform an annual independent actuarial study. This annual study is important to determine the funds necessary to meet future benefits promised to employees. In addition, by utilizing an independent actuary instead of the State, the actuarial valuation is able to use assumptions, such as Entry Age Normal Costing, that more closely reflect the principles of the Fund and City.

The latest actuarial study was completed by the plan for FY13/14. In previous years, the actuary was required to change the valuation used for the Police Pension Fund's assets from market value to a 5-year average market value (i.e., asset smoothing). For this fiscal year, no actuarial assumption changes were made. A copy of the final report has been attached to this memorandum for the City Council's review. A table has been provided below comparing the

results of the actuarial studies performed by the Department of Insurance (prior to 1999) and the City's actuary.

Actuarial Valuation Date April 30,	Actuarial Value of Assets	Actuarial Accrued Liability	Funded Ratio	Unfunded Actuarial Accrued Liability	Covered Payroll	As a Percentage of Covered Payroll
1993	\$4,096,483	\$5,941,310	69.0%	\$1,844,827	\$898,165	205.4%
1994	4,457,491	6,497,448	68.6%	2,039,957	893,754	228.3%
1996	5,160,075	7,772,303	66.4%	2,612,228	1,015,495	257.2%
1998	6,025,658	9,317,076	64.7%	3,291,418	1,124,897	292.6%
1999	6,307,895	9,477,782	66.6%	3,169,887	1,319,024	240.3%
2001	7,065,722	11,123,861	63.5%	4,058,139	1,462,886	277.4%
2002	7,405,644	12,035,087	61.5%	4,629,443	1,359,343	340.6%
2003	7,573,444	13,004,670	58.2%	5,431,226	1,642,661	330.6%
2004	8,798,099	13,619,845	64.6%	4,821,746	1,794,531	268.7%
2005	9,621,897	15,153,429	63.5%	5,531,532	2,022,026	273.6%
2006	11,325,331	16,524,646	68.5%	5,199,315	2,233,583	232.8%
2007	12,530,084	17,706,051	70.8%	5,175,967	2,573,706	201.1%
2008	13,307,776	19,977,150	66.6%	6,669,374	2,743,699	243.1%
2009	11,389,645	21,033,633	54.1%	9,643,988	2,704,686	356.6%
2010	13,724,758	21,778,790	63.0%	8,054,032	2,842,275	283.4%
2011	15,652,223	22,846,820	68.5%	7,194,597	2,782,509	258.6%
2012	15,778,582	25,132,937	62.8%	9,354,355	2,728,331	342.9%
2013	16,683,371	27,335,478	61.0%	10,652,107	2,826,492	376.9%
2014	17,845,024	28,658,155	62.3%	10,813,131	2,953,578	366.1%

The actuarial value of assets represents the amount of investments held by the City to fund the pensions for Police Officers, smoothed over a five-year period. The actuarial accrued liability measures the costs to provide the benefits earned by Police Officers prior to the date of the valuation. The goal is to reach full-funding status. When a plan becomes fully funded, the actuarial value of assets will equal or exceed the actuarial accrued liability. Full funding of a pension plan is a desired result since when a plan is underfunded; the City not only has to make current service payments, but must also make payments for past service, which can place a significant burden on taxpayers. In addition, pension plans are designed to use earnings of investments to pay for benefits. When these funding payments to the Pension Fund have not been made, the City not only must make the previously required payment but the lost investment income.

The 2014 study indicates that the Police Pension's funding level using the actuarial smoothed method increased from 61.0% reported in 2013 to 62.3% in 2014. This increase was due to an increase in covered police salaries. This increase in funding levels is a direct result of earnings exceeded the actuarial assumptions. The fund earned 7.7% vs the 7.0% used for the actuarial analysis.

Based on these facts, the 2014 property tax levy necessary to properly fund the plan using Entry Age Normal Cost Method at 100% funding goal as determined by the City's consulting actuary (page 4 of the report) is \$938,891, or \$28,039 more than the amount required for the 2013 tax levy.

As previously mentioned, the revisions to the Police Pension benefits outlined under PA 096-01495 provided several modifications to the actuarial valuation used to determine the employer contribution. One of these provision is the City is now required to amortize 90% of the accrued liability over the actuarial value of assets as a level percentage of payroll over a thirty (30) year period that began in 2011.

The City could decide in future years to utilize the Projected Unit Credit Cost Method instead of the Entry Age Normal Cost Method for the actuarial valuation. In the Projected Unit Credit Cost Method, the costs for pension benefits increase as employees near retirement. Therefore, an employer with a younger workforce will see an initial reduction from adopting this valuation method; however, these costs will also increase at a more rapid pace as the combination of an aging workforce and lower investment income require additional contributions from the employer. The Entry Age Normal Cost Method has been historically utilized by the plan. This divides the employees' expected benefit costs evenly over their careers, resulting in a level allocation of these costs. This method is preferred by both accountants and actuaries, in general, since it provides a more accurate reflection of the true benefit costs and allows for additional contributions early during employees' careers that will then help to mitigate future costs through the receipt of investment income. The new accounting standards will continue to require utilization of the Entry Age Normal Cost Method for preparing the financial statements and note disclosures.

Therefore, the attached actuarial valuation maintains the utilization of the Entry Age Normal Cost Method for allocating the employees' benefit costs.

**Recommendations:**

**It is recommended that the City Council accept the annual statement for the Police Pension Plan's 2013/2014 fiscal year and the actuarial report presented by the Police Pension Board.**

Please feel free to contact me with any additional questions or concerns.



Reviewed and Approved by:

*Roscoe C. Stelford III*

City Manager

## Appendix A

### Glossary

### Actuarial Terms

Accumulated Benefit Obligation	The actuarial present value of benefits (whether vested or nonvested) attributed by the pension benefit formula to employee service rendered before a specified date and based on employee service and compensation (if applicable) prior to that date. The accumulated benefit obligation differs from the projected benefit obligation in that it includes no assumption about future compensation levels. For plans with flat-benefit or non-pay-related pension benefit formulas, the accumulated benefit obligation and the projected benefit obligation are the same.
Actual Return on Plan Assets	The difference between fair value of plan assets at the end of the period and the fair value at the beginning of the period, adjusted for contributions and payments of benefits during the period.
Actuarial Accrued Liability (AAL)	The value of OPEB benefits already earned by each eligible employee for that employee's past service. Also, the Actuarial Present Value of Total Projected Benefits not provided for by future normal costs.
Actuarial Funding Method	Any of several techniques that actuaries use in determining the amounts and incidence of employer contributions to provide for pension benefits.
Actuarial Present Value	The value, as of a specified date, of an amount or series of amounts payable or receivable thereafter, with each amount adjusted to reflect (a) the time value of money (through discounts for interest) and (b) the probability of payment (by using statistical tables that predict events such as death, disability, withdrawal, or retirement) between the specified date and the expected date of payment.
Amortization	Usually refers to the process of reducing a recognized liability systematically by recognizing revenues, reducing a recognized asset systematically, or by recognizing expenses. In pension accounting, amortization is also used to refer to the systematic recognition of net pension cost over several periods including previously unrecognized amounts, for prior service cost and net gain or loss.
Annual Pension Cost	An accrual-basis measure of an employer's periodic cost of offering pension benefits in a defined benefit plan. It is the current period's ARC, plus any interest on the previous period's Net Pension Obligation, minus any adjustments necessary to the ARC.
Annual Required Contribution (ARC)	The level of employer contribution that would be required on an ongoing basis to reduce the employer's net OPEB obligation to zero. The ARC has two components: 1) The normal cost and 2) the amortized amount of the UAAL for both active employees and retirees. In other words, it is the amount needed to pay benefits as they come due, as well as to amortize additional liability over a specified period (which cannot be more than 30 years.)

Assumptions	Estimates of the occurrence of future events affecting pension costs, such as mortality, withdrawal, disablement and retirement, changes in compensation and pension benefits, and discount rates to reflect the time value of money.
Defined Benefit Pension Plan	A pension plan that defines an amount of pension benefit to be provided, usually as a function of one or more factors such as age, years of service, or compensation.
Defined Contribution Pension Plan	A plan that provides pension benefits in return for services rendered, provides an individual account for each participant, and specifies how contributions to the individual's account are to be determined instead of specifying the amount of benefits the individual is to receive. Under a defined contribution pension plan, the benefits a participant will receive depend solely on the amount contributed to the participant's account, the returns earned on investments of those contributions, and forfeitures of other participants' benefits that may be allocated to such participant's account.
Discount Rate	The interest rate used to adjust for the time value of money.
Employer Contributions:	<p>Contributions made for the pension benefit in relation to the ARC. An employer has made a contribution in relation to the ARC if the employer has:</p> <ul style="list-style-type: none"> <li>• Made a payment of benefits directly to or on behalf of a retiree or beneficiary;</li> <li>• Made premium payments to an insurer; or</li> <li>• Irrevocably transferred assets to a trust in which plan assets are dedicated to providing benefits to retirees and/or beneficiaries.</li> </ul> <p>Assets that employers merely set aside for future benefits do not qualify as contributions for purposes of GASB 45.</p>
ERISA	The Employee Retirement Income Security Act of 1974
Expected Long-Term Rate of Return on Plan Assets	An assumption as to the rate of return on plan assets reflecting the average rate of earnings expected on the funds invested or to be invested to provide for the benefits included in the projected benefit obligation.
Expected Return on Plan Assets	An amount calculated by comparing the extent of future changes in the fair value of the plan's assets. The expected return on plan assets is determined based on the expected long-term rate of return on plan assets and the market-related value of plan assets.
Gain or Loss	A change in the value of either the projected benefit obligation or the plan assets resulting from experience different from that assumed or from a change in an actuarial assumption.
Interest Cost	The increase in the projected benefit obligation due to the passage of time.
Mortality Rate	The proportion of the number of deaths in a specified group to the number living at the beginning of the period in which the death occur. Actuaries use mortality tables, which show death rates for each age, in estimating the amount of pension benefits that will become payable.

Net Pension Cost	The amount recognized in an employer's financial statements as the cost of a pension plan for a period. Components of net pension cost are service cost, interest cost, actual return on plan assets, gain or loss, amortization of unrecognized prior service cost, and amortization of the unrecognized net obligation or asset.
Net Pension Obligation (or Asset):	The difference arrived at by subtracting all employer contributions from the Annual Pension Cost. The Net Pension Obligation is reported as a liability (or asset) in the accrual-basis financial statements.
Normal Cost	That portion of the Actuarial Present Value that is allocated to each valuation year by an actuarial cost method. Under most actuarial methods, Normal Cost can be thought of as the cost for pension benefits being earned by employees in exchange for current service. Any employer with at least one eligible employee participating in a defined benefit pension plan will have a Normal Cost each year.
Plan Amendment	A change in the terms of an existing plan or the initiation of a new plan. A plan amendment may increase benefits, including those attributed to years of service already rendered. Plan benefits are set by the State legislature.
Plan Assets:	Financial resources that have been segregated into a trust for the payment of benefits in accordance with the terms of the plan. Employer contributions to the trust are irrevocable, and assets are dedicated to providing benefits to retirees and their beneficiaries. Plan assets are also legally protected from creditors of the employer. Assets set aside by employers for pension benefits, but not deposited in a trust, are considered <i>employer assets</i> and not Plan assets.
Plan Liabilities:	Obligations payable by the plan at the reporting date. These obligations include benefits and refunds due and payable to plan members and beneficiaries, and accrued investment and administrative expenses. Plan liabilities do not include actuarial accrued liabilities for benefits that are not due and payable at the reporting date.
Prior Service Cost	The cost of retroactive benefits granted in a plan amendment.
Projected Benefit Obligation	The actuarial present value as of a specific date for all benefits attributed by the pension benefit formula to employee service rendered prior to that date. The projected benefit obligation is measured using assumptions as to future compensation levels if the pension benefit formula is based on those future compensation levels.
Service Cost	The actuarial present value of benefits attributed by the pension benefit formula to services rendered by employees during that period. The service cost component is a portion of the projected benefit obligation and is unaffected by the funded status of the plan.
Unfunded Actuarial Liability (UAAL)	The portion of the AAL over and above the Actuarial Value of Plan Assets. The UAAL is determined by three things: unfunded past Normal Costs, actuarial gains and losses (differences between actuarial assumptions and actual experience), and changes to the amount of promised benefits.

Vested Benefits	Benefits for which the employee's right to receive a present or future pension benefit is no longer contingent on remaining in the service of the employer.
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# City of WOODSTOCK

**Police Pension Board**  
**Anthony D. Bittig, President**

P.O. Box 263/656 Lake Ave.  
Woodstock, Illinois 60098  
Phone 815.338.2131

The Honorable Mayor and City Council  
121 W. Calhoun St.  
Woodstock, IL 60098

October 13, 2014

## ANNUAL STATEMENT OF THE WOODSTOCK POLICE PENSION FUND

Pursuant to Chapter 40 of the Illinois Compiled Statutes, Article 3, Section 143, I respectfully submit the following report to the Mayor and City Council of the City of Woodstock.

As required by 40 ILCS 5/3-143, all assets of the Police Pension Fund and the current market values have been verified by the City's auditors, Sikich LLP. In addition, a copy of the current investment policy for the Police Pension Board has been provided for your review.

The actuarial value of the assets in the custody of the Woodstock Police Pension Fund as of April 30, 2014 total \$17,845,024. This represents an increase of \$1,161,653 or 7.0% compared with the ending balance reported for 2013 and reflects the investment gains experienced by pension funds throughout the United States.

The estimated receipts during the completed FY2014 and budgeted receipts for FY2015 for the Police Pension Fund have been provided below:

	<u>FY2014</u>	<u>FY2015</u>
Deductions from Police Officers' Salaries	\$290,105	\$285,000
Income from Investments	1,453,129	950,000
City's Tax Levy	<u>882,336</u>	<u>932,300</u>
Total Receipts	\$2,625,570	\$2,167,300

The estimated amounts required by the Police Pension Fund to pay all pensions and other obligations, as well as meet the requirements of the fund as required by 40 ILCS 5/3-125 and 40 ILCS 5/3-127 for FY2015 has been provided below:

Estimated Pension Benefit Obligations	\$1,320,000
Total Estimated Police Pension Fund Expenditures	\$1,542,100

The total net income received from investments of assets, assumed investment return rate and actual investment return rate for the last two fiscal years of the Police Pension Fund have been provided below:

	<u>FY2013</u>	<u>FY2014</u>
Total Net Income Received from Investments (i.e., includes income from investments net of investment management fees)	\$862,654	\$1,283,401
Assumed Investment Return Rate	7.0%	7.0%
Actual Investment Return Rate (i.e., excludes the impact from investment management fees)	6.5%	7.7%

Mr. Timothy Sharpe performed an actuarial valuation of the Police Pension Fund for FY2014. The valuation determined the following:

- Investment return was 7.72%, expected return 7.0%
- Annual payroll increase 4.5%, average salary increase 3.9%
- New Members 2, Terminations 1, Retirements 0, Incidents of Disability 0
- Percent Funded has increased from 61.0% to 62.3%
- Tax Levy requirement increased from \$910,852 to \$938,891 (3.1%) based on 100% Normal Costing

Mr. Sharpe cited the reason for the increase to the tax levy requirement was due to the increase in salaries.

The current accrued liability for the Police Pension Fund:	\$28,658,155
The current assets of the Police Pension Fund:	<u>\$17,845,024</u>
The unfunded actuarial accrued liability:	\$10,813,131

The current accrued liability measures the future costs to provide the benefits earned by Police Officers prior to the date of the valuation. The current assets of the Police Pension Fund represent the five-year average value of the investments held by the Police Pension Fund. The unfunded actuarial accrued liability indicates the dollar value determined for future costs that are anticipated to be incurred, which exceed the assets on hand to pay for these benefits. The goal for all defined benefit pension plans is to reach full-funding status. When a plan becomes fully funded, the actuarial value of assets will equal or exceed the actuarial accrued liability.

As mandated by 40 ILCS 5/3-143, the Police Pension Board is required to report on the current composition of the membership which is as follows:

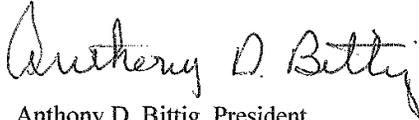
	<u>April 30, 2013</u>	<u>April 30, 2014</u>
Retirees and beneficiaries receiving benefits	23	23
Terminated plan members entitled to but not yet receiving benefits	1	1
Active vested plan members	27	29
Active nonvested plan members	<u>9</u>	<u>8</u>
Totals	60	61

As indicated within the table above, the total number of members actively contributing to the fund was 37 and increased by one from the prior fiscal year. One member terminated employment prior to April 30, 2014 and no active members retired in FY2014.

The total amount disbursed by the Police Pension Fund in benefits for FY2014 was \$1,198,843.

The Illinois Compiled Statutes (40 ILCS 5/3-125) requires Police Pension Funds to be 90% funded by April 30, 2040 using the Purchase Unit Credit Method (PUC). The result of the current actuarial valuation indicates a minimum tax levy amount of \$818,040 to meet this statutory requirement. Since PUC is not a Generally Accepted Accounting Principle (GAAP) and it should be the goal to fund the plan at 100%, it is recommended that the City continue to use the entry age normal cost method at 100% as it has in the past. Tim Sharp as calculated this to be \$938,891, which is a 3.1% increase from the prior year's levy.

Respectfully Submitted,

A handwritten signature in cursive script that reads "Anthony D. Bittig".

Anthony D. Bittig, President

Cc: R. Stelford  
R. Lowen  
P. Christensen

# Woodstock Police Pension Fund

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## **Statement of Investment Policy Objectives and Guidelines**

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# Woodstock Police Pension Fund

## Statement of Investment Policy, Objectives and Guidelines

### Scope and Purpose

This investment policy applies to all financial assets of the Woodstock Police Pension Fund. The Primary objective of the Woodstock Police Pension Fund is to provide eligible employees with retirement benefits.

### Parties Associated with the Plan

#### **Board of Trustees for the Woodstock Police Pension Fund**

1. Holds ultimate responsibility for the Fund and the appropriateness of its investment policy and its execution
2. Retains consultants, money managers, and other advisors to implement and execute investment policy as it relates to the Fund.
3. Reviews adequacy or need for change of this statement.
4. Meets quarterly and reviews reports concerning the Funds asset management.
5. Engages a custodian.
6. Defines investment policy, objectives and guidelines for the Fund including risk tolerance.
7. Administers the Fund in accordance with the Illinois Pension Code, Illinois Compiled Statues Chapter 40 Act 5 Article 1 and 3.

#### **Custodian**

1. Accepts possession securities for safekeeping; collects and disburses income: collects principal of sold, matured or called items; and provides accurate, timely market value pricing, including accrued interest, for all securities under their care.
2. Provides timely monthly statements which accurately detail all transactions in the accounts, as well as accurately describes all the securities owned.
3. Effects receipts and delivery following purchases and sales of securities on a timely and accurate basis.
4. Ensures that all cash is productively employed at all times.
5. Meets as required with the Board of Trustees and provide reports relative to the status of the Plan.

### **Investment Consultant**

1. Assists the Board of Trustees in developing investment policy guidelines, including asset class choices, asset allocation targets and risk diversification.
2. Conducts money manager searches when requested by the Board of Trustees.
3. Provides the Board of Trustees with objective information on a broad spectrum of investment decisions, and assists in evaluating the merits of each particular investment product, and the money manager as to the records of accomplishment, management styles and quality.
4. Monitors the performance of the Aggregate Plan, Investment Managers and provides regular quarterly reports to the Board of Trustees, which aid them in determining the progress toward the investment objectives.

### **Money Managers**

1. Will have full discretion of the management of the assets allocated to the investment managers, subject to overall investment guidelines set by the Board of Trustees.
2. Serve as fiduciaries responsible for specific securities decisions.
3. Will abide by the Illinois Pension Code which governs the Illinois Downstate Police Pension Funds, Illinois Compiled Statutes Chapter 40 Act 5 Section 1-113 and Article 3, and abide by duties, responsibilities and guidelines detailed in any specific investment manager agreement entered into by the manager and Board of Trustees.
4. Will report at least quarterly the current investments held in their account, their current market value and all transactions within the account.
5. Will communicate any major changes in economic outlook, investment strategy, or any other factors which affect implementation of their investment process, or the investment objective of the Plan.
6. Will inform the Board in regards to any qualitative change in the investment management organization: Examples include changes in portfolio management personnel, ownership structure, investment philosophy, etc.

### **Investment Objectives and Guidelines**

#### **Policies**

1. All investments will be made with judgment and care, not for speculation, but for investment, considering the probable safety of the Fund's capital as well as the probable income to be desired. The primary Policies of the fund, in order of priority are as follows:
  - **Safety:** Investments shall be undertaken in a manner that seeks to ensure the preservation of capital. As such, the Board of Trustees has consciously diversified the aggregate fund to ensure that adverse or unexpected results will not have an excessively detrimental impact on the entire portfolio. Diversification is to be interpreted to include diversification of asset type,

by characteristic, by number of investments, and in the case of the Investment Managers, by investment style.

- **Liquidity:** The investment portfolio will remain sufficiently liquid to enable the pension fund to pay all necessary benefits and meet all operating requirements, which may be reasonably anticipated.
  - **Return on Investments:** Assets will be invested to achieve attractive real rates return. Following the prudent "Investor Standard" for preservation of capital. Assets will be invested to achieve the highest possible rate of return, consistent with the plan tolerance for risk as determined by the Board of Trustees in its role as a fiduciary.
2. Investment management can be delegated to external professional organizations. The managers will operate within the set guidelines, objectives and constraints that are attached hereto. It is the judgment of the Board at this time that there is no immediate need for liquidity with respect to those assets which are managed by money managers. In the short term, the Board believes that other monies will meet the obligations of the fund and should not be a concern of any investment manager. The Board will periodically provide investment managers with an estimate of expected net cash flows with sufficient advance notice to allow the orderly build up of necessary liquid reserves.
  3. The Board of Trustees will follow the policy that, except for established guidelines and unusual circumstances, no restrictions on the selection of individual investments by the funds investment managers.
  4. As a Downstate Police Pension Fund in the State of Illinois, the Fund is restricted by the Illinois Pension Code, Illinois Compiled Statutes Chapter 40 Act 5 Articles 1 and 3. These statutes are hereby incorporated into this policy statement by reference herein.
  5. Investments made in general accounts/fixed annuities of Life Insurance Companies licensed to do business in the State of Illinois shall be rated at least A+ by A.M. Best Company, Aa rated by Moodys, and AA+ rated by Standard and Poors or Fitch rating services. Notwithstanding, the portfolio of the general account of the Insurance Company shall not invest more than 10% of the portfolio in real estate and/or more than 10% of the portfolio in bonds with ratings of less than Baa1 by Moodys or BBB+ by Standard and Poors.
  6. The total investment in the accounts described in paragraph 5 above shall not exceed 10% of the aggregate market value of the Fund.
  7. It is the policy of the Board of Trustees that securities issued by the State of Illinois, or any county, township or Municipal Corporation of the State of Illinois, may be held in the portfolio of the Fund so long as said security is not rated less than Aa by Moodys or AA+ by Standard and Poors.
  8. Proxies shall be voted by the Board of Trustees unless investment advisors who have discretionary control over assets of the plan are employed. Then the plans managers in accordance with the attached guidelines shall vote all proxies. Should voting issues or situations arise which are not covered specifically in the guidelines, or if policy guidelines clarification is needed by an investment manager, the Board of Trustees should be considered as the source for such clarification.

### **Prohibited Transactions**

Prohibited Transactions are those transactions specifically prohibited in the Illinois Pension Code, Illinois Compiled Statutes Chapter 40 Act 5 Sections 1-110, 1-111 and 3-135, as well as:

- Short selling
- Margin transactions
- Transactions involving futures or options contracts
- Reverse purchase agreements
- Repurchase agreements
- Borrowing or lending cash or securities

### **Portfolio Asset Allocation Guidelines**

1. The Board of Trustees has adopted the asset allocation policy shown below for plan assets. Target percentages have been determined for each asset class along with allocation ranges. Percentage allocations are intended to serve as guidelines; the Board will not be required to remain strictly within the designated ranges. Market conditions or an investment transition may require an interim investment strategy and, therefore a temporary imbalance in asset mix.

	<u>Minimum</u>	<u>Maximum</u>
Cash	1%	10%
Fixed Income	45%	100%
Corporate Bonds	0%	50%
Government/Municipal	0%	100%
Equities	0%	55%
Common Stocks	0%	
Mutual Funds	0%	

2. Cash investments shall be defined as funds that can be quickly liquidated without loss of principal.
3. Fixed income investments shall be defined as U.S. Government or U.S. Government agency bonds, certificates of deposit, fixed annuities or guaranteed investment contracts of any insurance company and commingled trust accounts which only invest in the above described investment vehicles.

4. Corporate Bonds shall be defined as a bond issued by a corporation which carries no claim to ownership and the bond holder receives interest payments (yield) and the principal, usually \$1000, is repaid on a fixed maturity date (bonds can mature anywhere between 1 to 30 years). The bonds must be rated as investment grade by one of the 2 largest rating services at the time of purchase. If subsequently downgraded below investment grade, the bonds must be liquidated from the portfolio within 90 days after being downgraded by the investment manager.
5. Mutual Funds shall be defined as a vehicle which Investors pool their money and hire a portfolio manager to invest in a variety of investment securities. Mutual funds managed by an investment company as defined and registered under the Federal Investment Company Act of 1940 and registered under the Illinois Securities Law of 1953, have been in operation for at least 5 years, have total assets of \$250 million or more and invest in a diversified portfolio of common or preferred stocks, bonds, or money market instruments.
6. Common Stock investments shall be defined as investments in preferred or common stocks created or existing under the laws of the United States and are listed on the national securities exchange, board of trade or are quoted in the National Association of Securities Dealers Automated Quotation System National Market System. Said issuers shall have been in existence for 5 years and is not arrears of any payment of dividends on its preferred stock during the preceding 5 years.

#### **Performance Objectives**

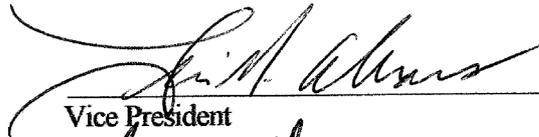
1. Over a 5-year investment horizon, it is the goal of the aggregate plan to meet or exceed the total rate of return of 7%. This investment goal is not meant to be imposed on each investment manager. Specific investment goals and constraints for each investment manager, if any, shall be incorporated as part of this statement. Each manager shall receive a written set of manager guidelines outlining his specific goals and constraints as they may differ from those objectives of the entire plan.
2. Meet or exceed the return of the blended market indices of 55% of the Barclay Intermediate Government Index and 45% of the S&P 500 total return Index.
3. The fund shall generally display an overall level of risk in the aggregate portfolio which is consistent with risk associated with the benchmarks specified in paragraph 2 above. Risk will be measured by annualized standard deviation of monthly returns.
4. The Board of Trustees understands that in order to achieve its objectives for the Plans assets, the Plan will experience volatility of returns and fluctuations of market value as well as periods of losses. Losses will be viewed within the context of appropriate market indices.
5. Performances will be reviewed for the following periods:
  - The most current quarter, year to date, one, three, and five years, and since inception.

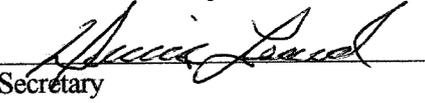
**Liability**

The board of Trustees, members and employees acting in accordance with the prescribed procedures and exercising due diligence shall be relieved of personal responsibility for the performance of any security as to price and/or earnings, provided that deviations from expectations are reported promptly, and appropriate action is taken to minimize adverse developments.

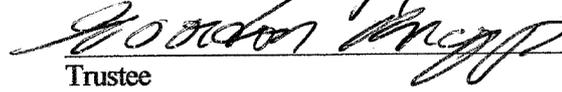
This Statement is adopted on this 16<sup>th</sup> day of October, 2012 by the Board of Trustees of the Fund whose signatures appear below.

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Vice President

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
Trustee

  
\_\_\_\_\_  
Trustee

# **Woodstock Police Pension Fund**

## **Fixed Income Manager Guidelines**

### **Investment Philosophy**

1. The manager is expected to manage assets in a style similar to the one utilized over the past three years. Any significant deviation from the managers stated style will require written approval from the Board of Trustees.
2. The manager is expected to earn the highest possible rate of return consistent with the risk tolerance of the Board of Trustees.

### **Fixed Income Guidelines**

The following instruments are the only investment vehicles in which the manager shall permitted to invest in:

1. Bonds, notes, certificates of indebtedness, Treasury bills or other securities now or hereafter issued, which are guaranteed by the full faith and credit of the United States of America as to principal and interest.
2. Corporate Bonds which must be rated as investment grade by one of the 2 largest rating services at the time of purchase. If subsequently downgraded below investment grade, the bonds must be liquidated from the portfolio within 90 days after being downgraded by the manager.
3. Bonds, notes, debentures or other similar obligations of the following agencies of the United States of America: The Federal Housing Administration; Government National Mortgage Association; Public Housing Boards; Farmers Home Administration; General Services Administration; Maritime Administration; Small Business Administration and Small Business Administration Loan Pools; Tennessee Valley Authority; Washington Metropolitan Area Transit Authority; Federal Land banks; Federal Intermediate Credit Banks; Banks for Cooperatives; Federal Farm Credit Banks; Federal Home Loan Banks; the Federal Home Loan Mortgage Corporation, and the Federal National Mortgage Association.
4. Interest bearing bonds, of the State of Illinois, or any county, township, or Municipal Corporation of the State of Illinois if specifically authorized in writing by the Board of Trustees.
5. Interest bearing savings accounts or any other investments constituting direct obligations of any bank as defined by the Illinois Banking Act if specifically authorized in writing by the Board of Trustees.
6. The original issue size of securities selected should be such to afford a high degree of marketability.
7. Money market mutual funds registered under the Investment Act of 1940 provided the portfolio of any such money market fund is limited to obligations described in paragraphs 1, 2 and 3 above.

Upon making any trades in the account of the Fund the manager shall immediately send a facsimile copy of all trade confirmations to the Woodstock Police Department to the attention of the Woodstock Police Pension Board, and any other interested parties of the Board of Trustees may designate. The board of trustees shall notify the manager in writing of any other interested parties who shall be entitled to receive facsimile transmissions of said trade confirmations.

### Performance

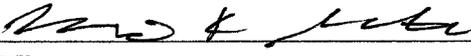
Manager performance shall be measured using a three-year moving average and shall:

1. Meet or exceed net of fees the returns of an unmanaged market index comprised of the Barclay Government Bond Index. The return on the fund's investments shall include net income and appreciation.
2. Achieve a total rate of return, gross of fees of the top 25% of a peer group of active fixed income managers with like investment constraints. Returns shall be evaluated in conjunction with the risk taken by the investment manager relative to the risk taken by the universe of managers. These criteria shall be evaluated over longer market cycles of 3, 5, 7 and 10 years.

Performance will be reviewed for the following periods:

- Three months, Calendar Year to Date, one, three and five years and since inception.

I have received the Fixed Income Manager Guidelines and Statement of Investment Policy, Objectives and Guidelines of the Woodstock Police Pension Fund this 16<sup>th</sup> day of October, 2012 and agree to comply with the provisions of this statement.

  
\_\_\_\_\_  
Signature Investment Professional

Ronald K. Brierton, Senior V.P.  
\_\_\_\_\_  
Printed Name and Title



**CITY OF WOODSTOCK**  
**WOODSTOCK POLICE PENSION FUND**

Actuarial Valuation Report

For the Year

Beginning May 1, 2014

And Ending April 30, 2015

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*Timothy W. Sharpe, Actuary, Geneva, IL (630) 262-0600*

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## INTRODUCTION

Police-sworn personnel of the City of Woodstock are covered by the Police Pension Plan that is a defined-benefit, single-employer pension plan. The purpose of this report is to provide to the Intended Users of this report, specifically the Intended Users are the City Officials, the Pension Board and the City and Pension Board auditors, the reporting requirements of the Illinois Pension Code, the GASB Statements No. 25 & 27 financial information and related actuarial information for the year stated in this report. This report is not intended for distribution or usage to or by anyone who is not an Intended User and should not be used for any other purpose.

The valuation results reported herein are based on the employee data, plan provisions and the financial data provided by the City. The actuary has relied on this information and does not assume responsibility for the accuracy or completeness of this information. I hereby certify that to the best of my knowledge this report is complete and accurate and fairly presents the actuarial position of the Fund in accordance with generally accepted actuarial principles and procedures. In my opinion, the assumptions used are reasonably related to the experience of the Plan and to reasonable expectations. A reasonable request for supplementary information not included in this report should be directed to the undersigned actuary.

The actuary cautions the Intended Users of the possibility of uncertainty or risks in any of the results in this report.

I, Timothy W. Sharpe, am an Enrolled Actuary and a member of the American Academy of Actuaries, and I meet the Qualifications Standards of the American Academy of Actuaries to render the actuarial opinion contained herein.

Respectfully submitted,



Timothy W. Sharpe, EA, MAAA  
Enrolled Actuary No. 14-4384

10/6/2014

Date

## SUMMARY OF RESULTS

There were no material changes with respect to Plan Provisions, Actuarial Methods or Actuarial Assumptions from the prior year.

There were no unexpected changes with respect to the participants included in this actuarial valuation (2 new member, 1 termination, 0 retirements, 0 incidents of disability, annual payroll increase 4.5%, average salary increase 3.9%).

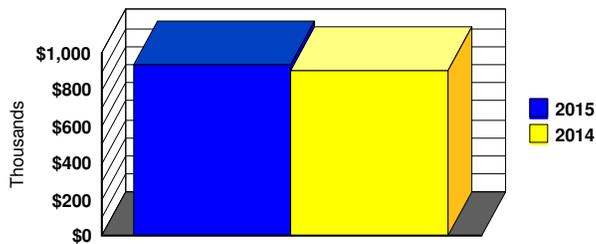
There were no unexpected changes with respect to the Fund's investments from the prior year (annual investment return 7.72%).

The City's Tax Levy Requirement has increased from \$910,852 last year to \$938,891 this year (3.1%). The increase in the Tax Levy is due to the increase in salaries. The Percent Funded is unchanged at 63.5% this year.

SUMMARY OF RESULTS (Continued)

	For Year Ending April 30	
	<u>2015</u>	<u>2014</u>
Tax Levy Requirement	\$ 938,891	\$ 910,852
	as of May 1	
	<u>2014</u>	<u>2013</u>
City Normal Cost	415,426	423,375
Anticipated Employee Contributions	292,700	280,105
Accrued Liability	28,658,155	27,335,478
Actuarial Value of Assets	18,211,900	17,369,108
Unfunded Accrued Liability/(Surplus)	10,446,255	9,966,370
Amortization of Unfunded Accrued Liability/(Surplus)	462,042	427,889
Percent Funded	63.5%	63.5%
Annual Payroll	\$ 2,953,578	\$ 2,826,492

**TAX LEVY REQUIREMENT**  
as of April 30

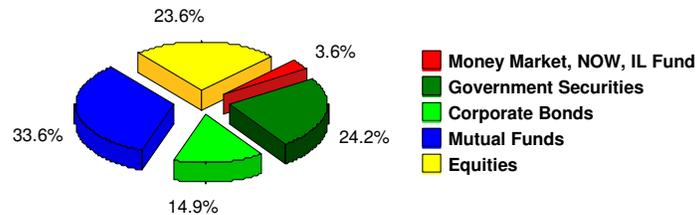


ACTUARIAL VALUATION OF ASSETS

		as of May 1	
	<u>2014</u>		<u>2013</u>
Money Market, NOW, IL Fund	\$ 647,152		\$ 695,441
Government Securities	4,313,200		4,664,253
Corporate Bonds	2,645,693		0
Mutual Funds	5,986,454		5,252,287
Equities	4,201,980		3,341,435
Annuities	0		2,669,201
Interest Receivable	50,545		60,753
Miscellaneous Receivable/(Payable)	<u>0</u>		<u>0</u>
Market Value of Assets	<u>17,845,024</u>		<u>16,683,371</u>
Actuarial Value of Assets	\$ 18,211,900		\$ 17,369,108

FYE 2012-2014 (Gain)/Loss: \$1,031,306; \$83,692; (\$119,826)

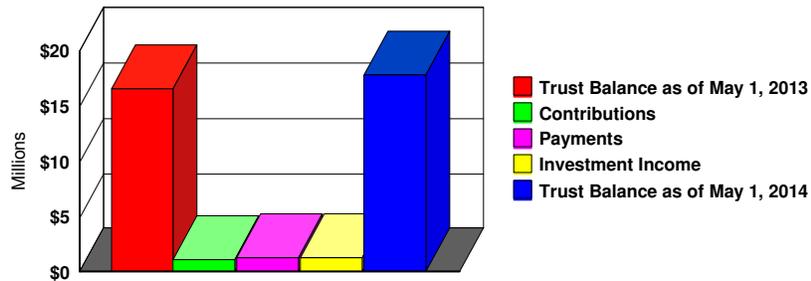
**SUMMARY OF ASSETS**  
As Of May 1, 2014



## ASSET CHANGES DURING PRIOR YEAR

Trust Balance as of May 1, 2013		\$	16,683,370
<b>Contributions</b>			
City	882,336		
Employee	<u>290,105</u>		
Total			1,172,441
<b>Payments</b>			
Benefit Payments	1,272,051		
Expenses	<u>22,137</u>		
Total			1,294,188
Investment Income			<u>1,283,401</u>
Trust Balance as of May 1, 2014		\$	<u>17,845,024</u>
Approximate Annual Rate of Return			7.72%

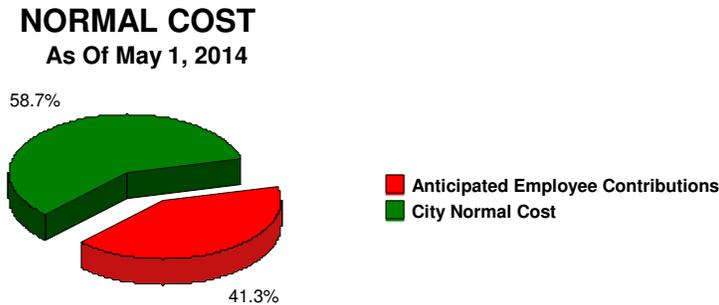
### ASSET CHANGES DURING PRIOR YEAR



## NORMAL COST

The Normal Cost is the actuarial present value of the portion of the projected benefits that are expected to accrue during the year based upon the actuarial valuation method and actuarial assumptions employed in the valuation.

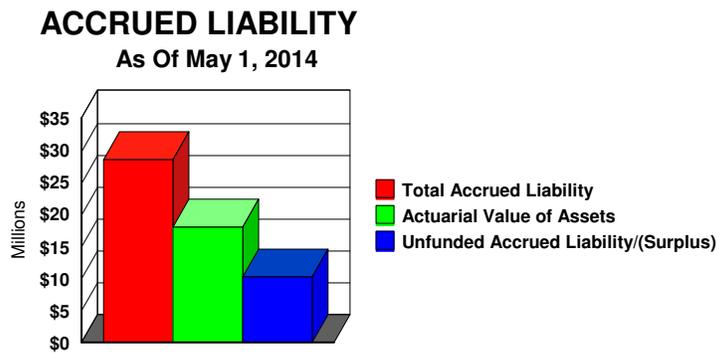
	as of May 1	
	<u>2014</u>	<u>2013</u>
Total Normal Cost	\$ 708,126	\$ 703,480
Anticipated Employee Contributions	<u>292,700</u>	<u>280,105</u>
City Normal Cost	<u>415,426</u>	<u>423,375</u>
Normal Cost Payroll	\$ 2,953,578	\$ 2,826,492
City Normal Cost Rate	14.07%	14.98%
Total Normal Cost Rate	23.98%	24.89%



## ACCRUED LIABILITY

The Accrued Liability is the actuarial present value of the portion of the projected benefits that has been accrued as of the valuation date based upon the actuarial valuation method and actuarial assumptions employed in the valuation. The Unfunded Accrued Liability is the excess of the Accrued Liability over the Actuarial Value of Assets.

	as of May 1	
Accrued Liability	<u>2014</u>	<u>2013</u>
Active Employees	\$ 14,508,311	\$ 13,296,464
Children Annuities	0	0
Disability Annuities	1,850,231	1,820,298
Retirement Annuities	11,448,079	11,453,908
Surviving Spouse Annuities	679,294	603,836
Terminated Vested Annuities	<u>172,240</u>	<u>160,972</u>
Total Annuities	14,149,844	14,039,014
Total Accrued Liability	28,658,155	27,335,478
Actuarial Value of Assets	<u>18,211,900</u>	<u>17,369,108</u>
Unfunded Accrued Liability/(Surplus)	\$ <u>10,446,255</u>	\$ <u>9,966,370</u>
Percent Funded	63.5%	63.5%

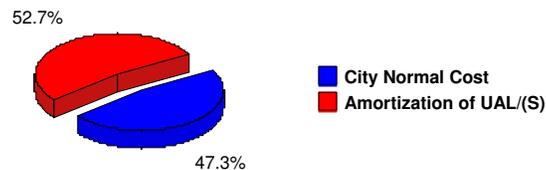


## TAX LEVY REQUIREMENT

The Public Act 096-1495 Tax Levy Requirement is determined as the annual contribution necessary to fund the normal cost, plus the amount to amortize the excess (if any) of ninety percent (90%) of the accrued liability over the actuarial value of assets as a level percentage of payroll over a thirty (30) year period which commenced in 2011, plus an adjustment for interest. Prior to 2011, the amortization amount was equal to the amount to amortize the unfunded accrued liability as a level percentage of payroll over a forty (40) year period which commenced in 1993. Beginning in 2011, the amortization period has been reset to 30 years.

	For Year Ending April 30	
	<u>2015</u>	<u>2014</u>
City Normal Cost as of Beginning of Year	\$ 415,426	\$ 423,375
Amortization of Unfunded Accrued Liability/(Surplus)	462,042	427,889
Interest for One Year	<u>61,423</u>	<u>59,588</u>
Tax Levy Requirement as of End of Year	\$ <u>938,891</u>	\$ <u>910,852</u>
 Public Act 096-1495 Tax Levy Requirement		
1) Normal Cost (PUC)	492,702	495,298
2) Accrued Liability (PUC)	27,063,849	25,801,057
3) Amortization Payment	271,821	251,239
4) Interest for One Year	53,517	52,258
5) PA 096-1495 Tax Levy Requirement (1 + 3 + 4)	\$ 818,040	798,795

### TAX LEVY REQUIREMENT For Fiscal Year Ending April 30, 2015



SUMMARY OF PLAN PARTICIPANTS

The actuarial valuation of the Plan is based upon the employee data furnished by the City. The information provided for Active participants included:

- Name
- Sex
- Date of Birth
- Date of Hire
- Compensation
- Employee Contributions

The information provided for Inactive participants included:

- Name
- Sex
- Date of Birth
- Date of Pension Commencement
- Monthly Pension Benefit
- Form of Payment

Membership	<u>2014</u>	<u>2014</u>	<u>2013</u>	<u>2013</u>
Current Employees				
Vested	29		27	
Nonvested	<u>8</u>		<u>9</u>	
Total	<u>37</u>		<u>36</u>	
Inactive Participants		<u>Annual Benefits</u>		<u>Annual Benefits</u>
Children	0 \$	0	0 \$	0
Disabled Employees	3	115,503	3	114,027
Retired Employees	15	893,830	15	867,797
Surviving Spouses	5	110,950	5	110,950
Terminated Vesteds	<u>1</u>	<u>20,875</u>	<u>1</u>	<u>20,875</u>
Total	<u>24</u>	<u>1,141,158</u>	<u>24</u>	<u>1,113,649</u>
Annual Payroll	\$	2,953,578	\$	2,826,492

SUMMARY OF PLAN PARTICIPANTS (Continued)

Age and Service Distribution

Service Age	0-4	5-9	10-14	15-19	20-24	25-29	30+	Total	Salary
20-24	1							1	50,756
25-29	1							1	54,772
30-34	4	5	3					12	72,777
35-39		2	4	1				7	84,348
40-44		2	3	4				9	82,726
45-49			1	1	2			4	92,564
50-54					1	1	1	3	89,832
55-59									
60+									
<b>Total</b>	<u>6</u>	<u>9</u>	<u>11</u>	<u>6</u>	<u>3</u>	<u>1</u>	<u>1</u>	<u>37</u>	<u>79,826</u>
<b>Salary</b>	52,764	80,881	85,678	84,969	93,780	93,517	81,943		

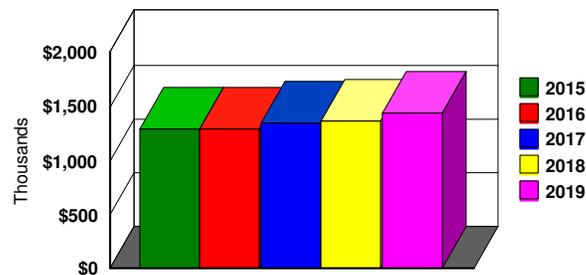
Average Age: 38.1      Average Service: 11.6

DURATION (years)    Active Members: 22.1    Retired Members: 9.4    All Members: 15.5

PROJECTED PENSION PAYMENTS

<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
\$1,294,247	\$1,291,815	\$1,354,907	\$1,370,634	\$1,441,505

**PROJECTED PENSION PAYMENTS**  
2015-2019



## SUMMARY OF PLAN PROVISIONS

The Plan Provisions have not been changed from the prior year.

The City of Woodstock Police Pension Fund was created and is administered as prescribed by "Article 3. Police Pension Fund - Municipalities 500,000 and Under" of the Illinois Pension Code (Illinois Compiled Statutes, 1992, Chapter 40). A brief summary of the plan provisions is provided below.

Employees attaining the age of (50) or more with (20) or more years of creditable service are entitled to receive an annual retirement benefit of (2.5%) of final salary for each year of service up to (30) years, to a maximum of (75%) of such salary.

Employees with at least (8) years but less than (20) years of credited service may retire at or after age (60) and receive a reduced benefit of (2.5%) of final salary for each year of service.

Surviving spouses receive (100%) of final salary for fatalities resulting from an act of duty, or otherwise the greater of (50%) of final salary or the employee's retirement benefit.

Employees disabled in the line of duty receive (65%) of final salary.

The monthly pension of a covered employee who retired with (20) or more years of service after January 1, 1977, shall be increased annually, following the first anniversary date of retirement and be paid upon reaching the age of at least (55) years, by (3%) of the originally granted pension. Beginning with increases granted on or after July 1, 1993, the second and subsequent automatic annual increases shall be calculated as (3%) of the amount of the pension payable at the time of the increase.

Employees are required to contribute (9.91%) of their base salary to the Police Pension Plan. If an employee leaves covered employment with less than (20) years of service, accumulated employee contributions may be refunded without accumulated interest.

For Employees hired after January 1, 2011, the Normal Retirement age is attainment of age 55 and completion of 10 years of service; Early Retirement age is attainment of age 50, completion of 10 years of service and the Early Retirement Factor is 6% per year; the Employee's Accrued Benefit is based on the Employee's final 8-year average salary not to exceed \$106,800 (as indexed); Cost-of-living adjustments are simple increases (not compounded) of the lesser of 3% or 50% of CPI beginning the later of the anniversary date and age 60; Surviving Spouse's Benefits are 66 2/3% of the Employee's benefit at the time of death.

## ACTUARIAL METHODS

The Actuarial Methods employed for this valuation are as follows:

### Projected Unit Credit Cost Method (for years beginning on or after 2011 for PA 096-1495)

Under the Projected Unit Credit Cost Method, the Normal Cost is the present value of the projected benefit (including projected salary increases) earned during the year.

The Accrued Liability is the present value of the projected benefit (including projected salary increases) earned as of the actuarial valuation date. The Unfunded Accrued Liability is the excess of the Accrued Liability over the plan's assets. Experience gains or losses adjust the Unfunded Accrued Liability.

### Entry Age Normal Cost Method

Under the Entry Age Normal Cost Method the Normal Cost for each participant is computed as the level percentage of pay which, if paid from the earliest age the participant is eligible to enter the plan until retirement or termination, will accumulate with interest to sufficiently fund all benefits under the plan. The Normal Cost for the plan is determined as the sum of the Normal Costs for all active participants.

The Accrued Liability is the theoretical amount that would have accumulated had annual contributions equal to the Normal Cost been paid. The Unfunded Accrued Liability is the excess of the Accrued Liability over the plan's assets. Experience gains or losses adjust the Unfunded Accrued Liability.

## ACTUARIAL ASSUMPTIONS

The Actuarial Assumptions used for determining the Tax Levy Requirement and GASB Statements No. 25 & 27 Disclosure Information are the same (except where noted) and have not been materially changed from the prior year. The methods and assumptions disclosed in this report may reflect statutory requirements and may reflect the responsibility of the Principal and its advisors. Unless specifically noted otherwise, each economic and demographic assumption was selected in accordance with Actuarial Standards of Practice 27 and 35 and may reflect the views and advice of advisors to the Principal. In the event a method or assumption conflicts with the actuary's professional judgment, the method or assumption is identified in this report. The Actuarial Assumptions employed for this valuation are as follows:

Valuation Date	May 1, 2014
Asset Valuation Method	5-year Average Market Value (PA 096-1495)
Investment Return	7.00% net of investment expenses.
Salary Scale	5.50%
Mortality	RP 2000 Mortality Table (BCA, +1M, -4F, 2x>105), adjusted for future mortality improvement using 1-year setback after 15 years.
Withdrawal	Based on studies of the Fund and the Department of Insurance, Sample Rates below
Disability	Based on studies of the Fund and the Department of Insurance, Sample Rates below
Retirement	Uniform distribution from ages 50-62 (100% by age 62)
Marital Status	80% Married, Female spouses 3 years younger

ACTUARIAL ASSUMPTIONS (Continued)

<u>Sample Annual Rates Per 100 Participants</u>				
<u>Age</u>	<u>Mortality</u>	<u>Withdrawal</u>	<u>Disability</u>	<u>Retirement</u>
20	0.04	6.00	0.07	
25	0.04	6.00	0.08	
30	0.08	5.10	0.10	
35	0.12	4.10	0.14	
40	0.14	2.85	0.20	
45	0.19	1.74	0.31	
50	0.27		0.52	20.00
55	0.50		0.99	41.67
60	0.94		1.74	83.33
62	1.23			100.00

GASB STATEMENTS NO. 25 & 27 DISCLOSURE INFORMATION

The Governmental Accounting Standards Board (GASB) issued Statements No. 25 & 27 that established generally accepted accounting principles for the annual financial statements for defined benefit pension plans. The required information is as follows:

Membership in the plan consisted of the following as of:

	<u>April 30, 2014</u>	<u>April 30, 2013</u>
Retirees and beneficiaries receiving benefits	23	23
Terminated plan members entitled to but not yet receiving benefits	1	1
Active vested plan members	29	27
Active nonvested plan members	<u>8</u>	<u>9</u>
Total	<u>61</u>	<u>60</u>
Number of participating employers	1	1

SCHEDULE OF FUNDING PROGRESS

Actuarial Valuation Date	Actuarial Value of Assets (a)	Actuarial Accrued Liability (AAL) -Entry Age (b)	Unfunded AAL (UAAL) (b-a)	Funded Ratio (a/b)	Covered Payroll (c)	UAAL as a Percentage of Covered Payroll ((b-a)/c)
04/30/12	15,778,582	25,132,937	9,354,355	62.8%	2,728,331	342.9%
04/30/13	16,683,371	27,335,478	10,652,107	61.0%	2,826,492	376.9%
04/30/14	17,845,024	28,658,155	10,813,131	62.3%	2,953,578	366.1%

GASB STATEMENTS NO. 25 & 27 DISCLOSURE INFORMATION (Continued)

ANNUAL PENSION COST AND NET PENSION OBLIGATION

	<u>April 30, 2014</u>	<u>April 30, 2013</u>
Annual required contribution	806,043	718,760
Interest on net pension obligation	(56,238)	(45,258)
Adjustment to annual required contribution	<u>34,983</u>	<u>27,361</u>
Annual pension cost	784,788	700,863
Contributions made	<u>882,336</u>	<u>857,721</u>
Increase (decrease) in net pension obligation	(97,548)	(156,858)
Net pension obligation beginning of year	<u>(803,395)</u>	<u>(646,537)</u>
Net pension obligation end of year	<u>(900,943)</u>	<u>(803,395)</u>

THREE-YEAR TREND INFORMATION

<u>Fiscal Year Ending</u>	<u>Annual Pension Cost (APC)</u>	<u>Percentage of APC Contributed</u>	<u>Net Pension Obligation</u>
04/30/12	841,278	101.6%	(646,537)
04/30/13	700,863	122.4%	(803,395)
04/30/14	784,788	112.4%	(900,943)

GASB STATEMENTS NO. 25 & 27 DISCLOSURE INFORMATION (Continued)

FUNDING POLICY AND ANNUAL PENSION COST

Contribution rates:

City	29.87%	30.35%
Plan members	9.91%	Same

Annual pension cost	784,788	700,863
---------------------	---------	---------

Contributions made	882,336	857,721
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Actuarial valuation date	04/30/2014	04/30/2013
--------------------------	------------	------------

Actuarial cost method	Entry age	Same
-----------------------	-----------	------

Amortization period	Level percentage of pay, closed	Same
---------------------	---------------------------------	------

Remaining amortization period	27 years	28 years
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Asset valuation method	Market	Same
------------------------	--------	------

Actuarial assumptions:

Investment rate of return*	7.00%	Same
----------------------------	-------	------

Projected salary increases*	5.50%	Same
-----------------------------	-------	------

*Includes inflation at	3.00%	Same
------------------------	-------	------

Cost-of-living adjustments	Tier 1: 3.00% per year, compounded Tier 2: 2.00% per year, simple	Same
----------------------------	--	------



phone 815.338.4305  
fax 815.334.2267  
nbaker@woodstockil.gov  
www.woodstockil.gov

## MEMORANDUM

October 14, 2014

TO: Roscoe Stelford, City Manager

FROM: Nancy Baker, City Planner

### **ZONING VARIATION AT 700 MARGARET DRIVE**

Matt Champion will appear before the City Council seeking approval of a variation of Section 7A.3.D.3, Bulk and Area requirements, of the Woodstock Unified Development Ordinance, to allow the construction of a 6 ft. high fence at a 30 ft. setback from the front lot line.

The Zoning Board of Appeals conducted a public hearing on the proposed variations on October 13, 2014. There were no objectors present. The petitioner owns two lots—his residence is located on Lot 1; and the vacant lot to the west is utilized as part of the yard for the residence. He testified that the fence will connect from the back corner of his garage on Lot 1 to a point along the west property line of Lot 2 which is 30 feet back from the front lot line.

The Unified Development Ordinance specifies that “when setbacks on a recorded plat are greater or less than those required by this Ordinance, the setbacks on said plat shall apply.” In the case of the subject property, the plat establishes a 30 ft. front yard building setback on Lot 1 and a 65 ft. front yard building setback on Lot 2.

It was noted that this circumstance is very unique and other properties with the same zoning are allowed to install a 6 foot high fence at a 25-30 ft. setback. In this case, the subdivision plat establishes a different building setback for the vacant lot than the petitioner’s residence.

The variation will not negate the 65 ft. front yard building setback requirement for construction of a house on Lot 2.

After the conclusion of the hearing and the completion of a findings of fact, a motion to recommend approval of the zoning variation passed (*vote of 5 yes; 0 no; 1 absent*).

A copy of the applicant's petition and exhibits, along with a copy of the Community Development Report prepared for this request is attached. A copy of the minutes from the Zoning Board of Appeals meeting is also attached.

**Based on the action of the Zoning Board of Appeals and the evidence presented during the public hearing, it is recommended that the City Council approve Document Number 3, consisting of an Ordinance varying Section 7A.3.D.3 Bulk and Area Standards, of the Unified Development Ordinance to allow a 6 ft. high fence at a 30 ft. setback from the front lot line.**



Reviewed and Approved by:

*Roscoe C. Stieford III*

City Manager

CITY OF WOODSTOCK

APPLICATION FOR A VARIANCE

To the Zoning board of Appeals:

1. Common Address of the Property 700 Margaret Dr.
2. Statement of Ownership (list legal name, address of the property owners and state how long they have owned the property.)

700 Margaret Drive, Woodstock, IL, 60098  
Matt & Kristen Champion, Owned Since March, 2012

3. Applicant (list name of the applicant if different from the owner and state the interest of the applicant in the property. Also state when his or her interest was acquired.)

4. State the legal description of the property or attach a legible copy.

Lot 2 as described on attached plot of survey

5. State the specific variation (s) requested including unified development ordinance section numbers. Include the ordinance requirement and the proposed request.

SECTION 7A.3.D.3 Variation to construct 6 ft high fence across lot 2, connecting at house's garage, AT 30 ft setback

6. State in detail the reasons for the requested variation by answering the following questions. If additional space is needed, attach extra pages to the application.

What features of the property prevent it from being used for the uses permitted by the zoning classification? Check all that apply and explain why they apply. Give dimensions where appropriate.

Too narrow

Elevation

Too small

Slope

Too shallow

Shape

Soil

Subsurface

Other Subdivision Flat

How do the above conditions prevent reasonable use of the property under the terms of the Woodstock Unified Development Ordinance?

Due to the recent dog attack and continued presence of aggressive dogs in close proximity to my young kids & wife, we want to exchange existing 4 ft split rail fence with 6 ft fence matching our next door neighbor's fence.

Was the hardship created by anyone who had an interest (ownership) in the property after the Unified Development Ordinance was enacted; is the hardship self-imposed?

No

Are the conditions for which you request a variance unique to your property?

~~No~~ YES, they ARE UNIQUE

Are the conditions of the property the result of other man-made conditions (such as the relocation of a road?)

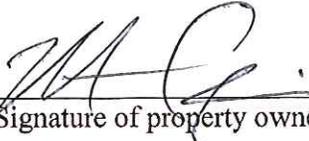
No

Is the requested variation the minimum variation that will make possible the reasonable use of the land, buildings, or structure.

lots 1 & 2 are and have always been used as one cohesive backyard. If lot 2 was sold, a new house would still have to meet the 60 ft setback variation.

**CERTIFICATION**

I/We certify that all of the information submitted as part of this application is true and correct to the best of my/our knowledge and belief:

  
\_\_\_\_\_  
Signature of property owner

Matt Champion  
\_\_\_\_\_  
Print name of property owner

\_\_\_\_\_  
Signature of property owner

\_\_\_\_\_  
Print name of property owner

\_\_\_\_\_  
Signature of applicant  
If different than property owner

\_\_\_\_\_  
Print name of applicant

\_\_\_\_\_  
Signature of applicant  
If different than property owner

\_\_\_\_\_  
Print name of applicant

**BENEFICIAL INTEREST DISCLOSURE  
(FOR PROPERTY HELD IN TRUST)**

*This disclosure is made in compliance with the requirements of Act 404/2, Chapter 765 of the Official Illinois Compiled Statutes.*

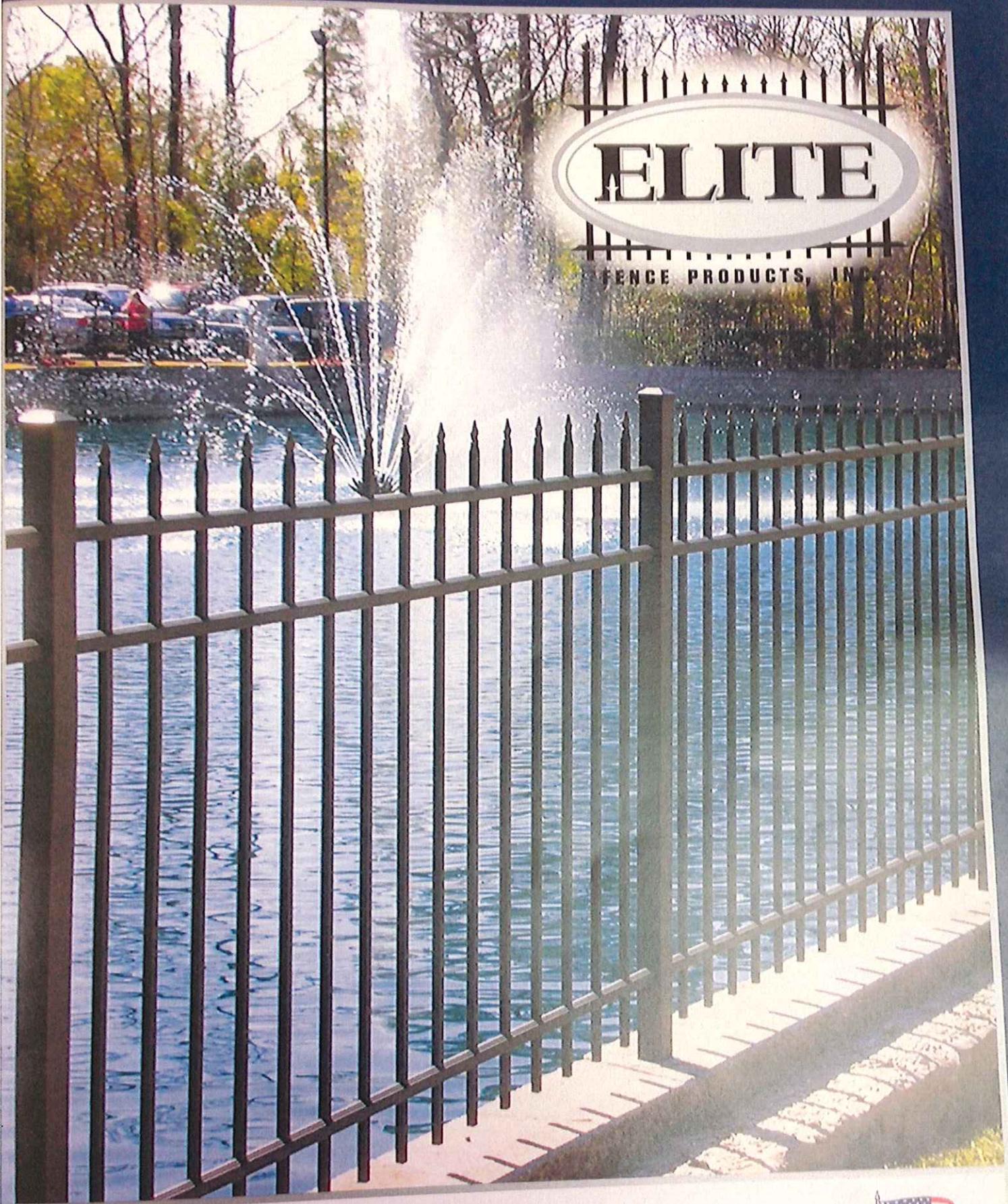
The undersigned states that he/she is the holder of \_\_\_\_\_ percent interest in Trust No. \_\_\_\_\_ at the \_\_\_\_\_.

Name of beneficiary \_\_\_\_\_

Address of beneficiary \_\_\_\_\_

Signature of beneficiary \_\_\_\_\_

Date \_\_\_\_\_



**ELITE**

FENCE PRODUCTS, INC.

**Buy American, Be American™** 



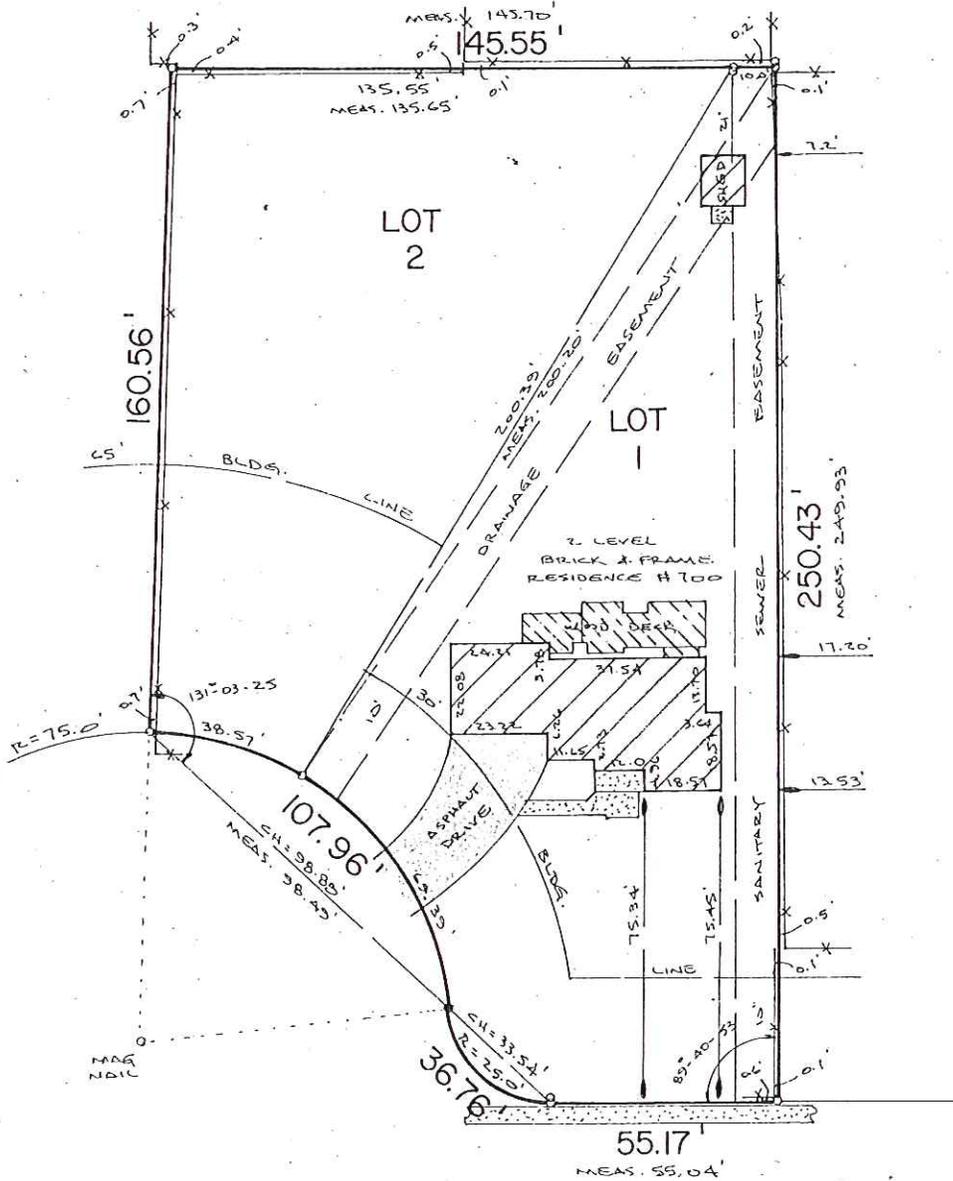
# American Survey Co.

913 Hickory Nut Grove Ln. Cary, IL 60013 847-516-2700

## Plat of Survey



PROPERTY DESCRIBED AS: LOT 1 AND 2 IN GITLIN'S WOODSTOCK WEST UNIT 11, BEING A SUBDIVISION OF PART OF LOT 112 OF THE ASSESSOR'S PLAT OF SECTION 6, TOWNSHIP 44 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 21, 1977 AS DOCUMENT NO. 708971, AND RE-RECORDED OCTOBER 14, 1977 AS DOCUMENT NO. 711428, IN MCHENRY COUNTY, ILLINOIS.



MARGARET

DR.

Surveyed by  
 Steve Jaenicke  
 700 Margaret Drive  
 Woodstock, IL  
 Distances given in feet and decimal parts thereof.  
 or angle shall be assumed by scale.

State of Illinois )  
 County of McHenry ) SS  
 I, William M. TenBusch, an Illinois Professional Land Surveyor,  
 do hereby certify that I have located the above shown  
 buildings as of this 9th day  
 of MARCH 2012

State of Illinois )  
 County of McHenry ) SS  
 I, William M. TenBusch, an Illinois Professional Land Surveyor,  
 do hereby certify that I have located the above shown  
 buildings as of this 9th day  
 of MARCH 2012

*William M. TenBusch*  
 Professional Land Surveyor # 2767

*William M. TenBusch*  
 Professional Land Surveyor # 2767

indicates iron stake found

**WOODSTOCK ZONING BOARD OF APPEALS**  
**COMMUNITY DEVELOPMENT REPORT: ZBA-10-01-14**  
**October 13, 2014**

**PROJECT NAME: 700 Margaret Drive**

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**GENERAL BACKGROUND INFORMATION**

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**Owner: Matt and Kristen Champion**  
**700 Margaret Drive**  
**Woodstock, IL 60098**

**REQUEST:** This appeal is requested from provisions of the Woodstock Unified Development Ordinance, Section 7A.3.D.3, Bulk and Area Requirements to allow the installation of a 6 ft. high fence at a 30 ft. setback from the front lot line on Lot 2 of Gitlin's Woodstock West II Subdivision.

**EXISTING ZONING AND LAND USE OF SUBJECT PARCEL:** The property in question is zoned R-1B, Single Family Residential and is vacant and owned by the owners of the adjoining residence to the east.

**ADJACENT ZONING AND LAND USE:** The property is surrounded by R-1B zoning to west, south and east and by R zoning to the north and is surrounded by single family detached residential uses on all sides.

**ANALYSIS:** The Unified Development Ordinance establishes a 25 ft. front yard building setback for the R-1B zoning district; however Section 7A.3.D.3 specifies that "when setbacks on a recorded plat are greater or less than those required by this Ordinance, the setbacks on said plat shall apply."

Section 7B.3.6.K establishes the following requirements for residential fences:

*1. Any fence erected in a required front yard or side yard abutting a street, or between the front of a structure and the abutting street right-of-way, shall be at least 50 percent open, i.e., no more than 50 percent visually obscured.*

*2. No fence greater than 4 feet in height shall be constructed in a required front yard or side yard abutting a street, unless the principal structure encroaches into the required front yard or side yard abutting a street, in which case such a fence may be as close to the front or side lot line as the encroaching structure.*

Based on the requirement that the plat establishes the front yard setback, a six foot high fence would also have to meet the 65 foot setback, even though the front yard setback on the lot with the residence is only 30 feet, based on the plat and 25 feet, based on the UDO. If not for the plat restriction, a variation would not be required.

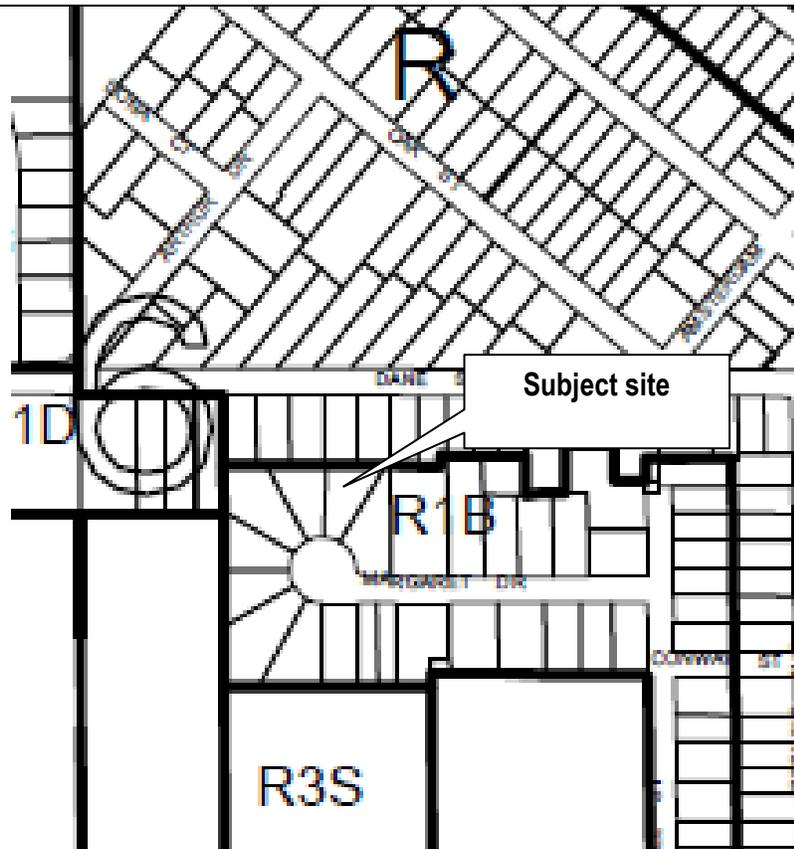
If the variation is approved, the owners plan to install a fence that extends from the back corner of the garage on Lot 1 to the 30 ft. setback along the west property line on Lot 2.

**UNIFIED DEVELOPMENT ORDINANCE GUIDANCE:** Section 4.5.7 states that zoning variations may be approved after a finding that the following approval criteria have been addressed.

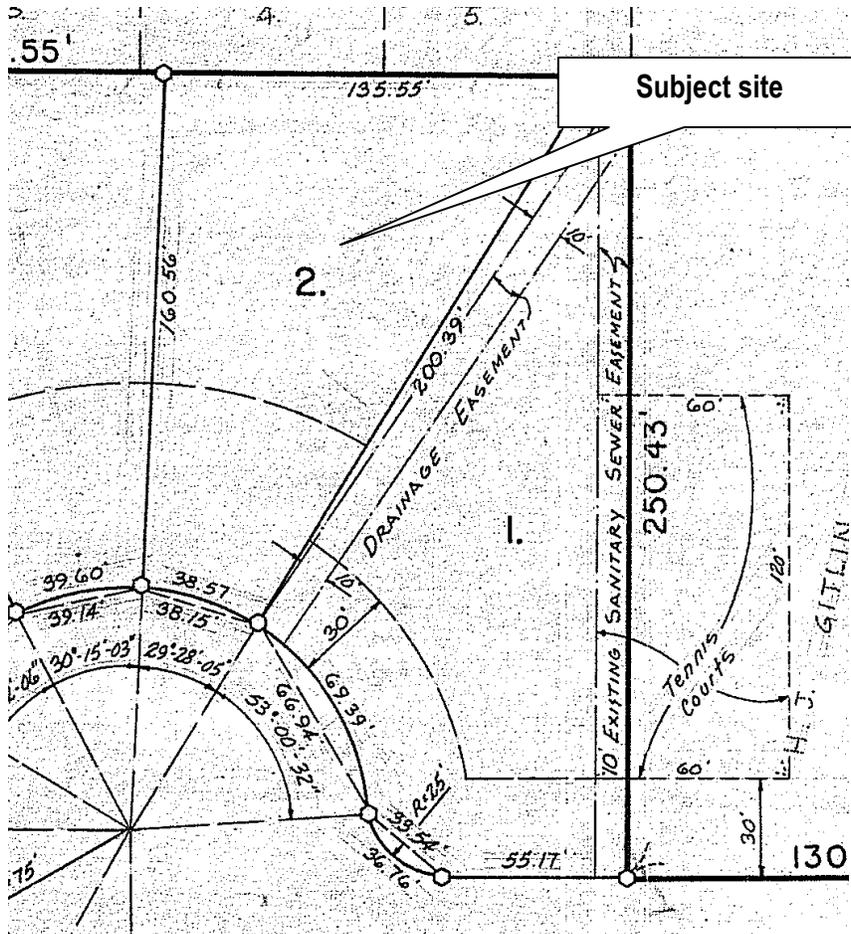
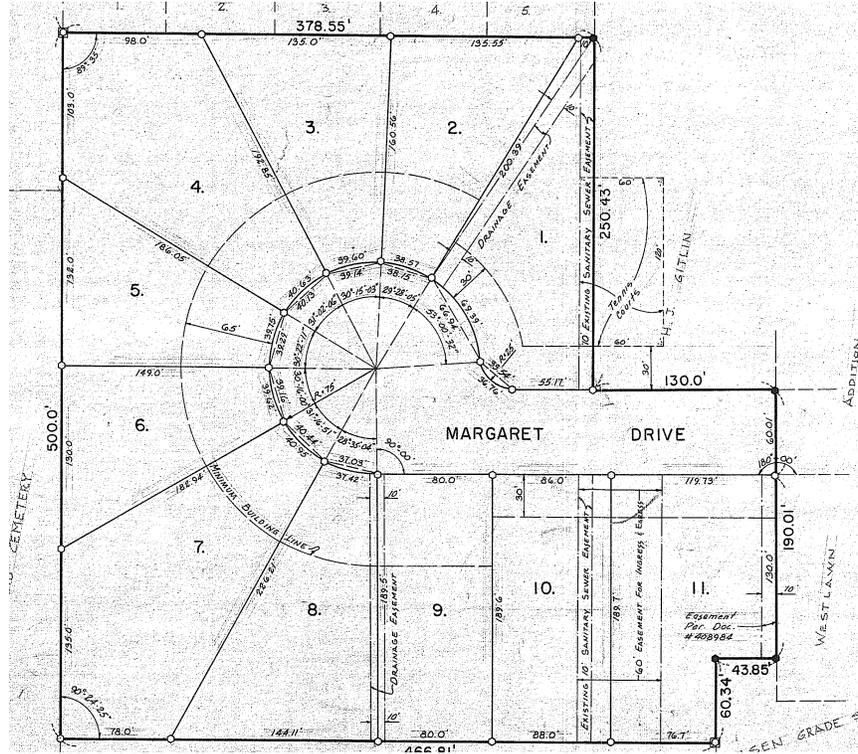
- A. The extent to which particular physical surroundings, shape, or topography of the subject property results in practical difficulty or hardship upon the owner, as distinguished from a mere inconvenience if the strict letter of the zoning regulations are carried out.
- B. The extent that the alleged difficulty or hardship is caused by the application of these zoning regulations and has not been created by any person having an interest in the property.
- C. The extent to which conditions upon which the zoning variation request is based are unique to the subject property and would not be applicable to other property within the same zoning classification.
- D. Whether the variation is based exclusively on a desire to increase the value of the property, the monetary gain to be realized from the property, or the ability to alleviate financial difficulty experienced by the petitioner when attempting to comply with the City's zoning regulations.
- E. The detrimental impact, if any, to the public welfare, to other property, or to improvements in the immediate neighborhood which may result if the zoning variation is granted.
- F. Whether or not the proposed zoning variation will impair the adequate supply of light and air to adjacent property, or substantially increase congestion in public streets, or endanger the public safety, or substantially diminish or impair property values in the neighborhood; and
- G. That the zoning variation will not confer on the applicant any special privilege that is denied by these regulations to other lands, structures or buildings of the same zoning classification.

**RECOMMENDATION:** If the Zoning Board of Appeals agrees that the criteria are met, a motion should be made recommending variations of Section 7A.3.D.3, Bulk and Area Requirements, of the Woodstock Unified Development Ordinance to allow construction of a 6 foot high fence at a 30 ft. setback from the front property line.

**700 MARGARET STREET**  
**ZONING AND LOCATION MAP**



PLAT OF SUBDIVISION (EXCERPT) GITLIN'S WOODSTOCK WEST II



**2012 AERIAL MAP**



**Zoning Board of Appeals: 700 Margaret Drive**

The Zoning Board of Appeals shall complete the enclosed form, which will be included with the Findings of Fact Report submitted to the City Council.

*Request:* Variation from the provisions of the Woodstock Unified Development Ordinance, Section 7A.3.D.3, Bulk and Area Requirements, to allow the installation of a 6 foot high fence in a 30 foot setback from the front property line.

<b>Section 7.3.5 states that the Board may determine and recommend to the City Council a variation of the regulations of Ordinance when it finds:</b>	<b>Yes or No</b>	<b>Comments</b>
1. The particular surroundings, shape or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations was carried out;	All voted yes	
2. The conditions upon which the petition for a variation are based are unique to the property for which the variation is sought and are not applicable, generally to the other property with the same zoning classification;	All voted yes	
3. The purpose of the variation is not based exclusively upon a desire to increase the monetary gain realized from the property or to alleviate financial difficulty experienced by the petitioner in the attempt to comply with the provisions of this Ordinance;	All voted yes	
4. The alleged difficulty or hardship is caused by the application of this Ordinance and has not been created by any person presently having an interest in the property;	All voted yes	
5. That the granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhoods in which the property is located;	All voted yes	
6. That the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets or increase the danger of fire, or endanger the public safety or substantially diminish or impair property values with the adjacent neighborhood;	All voted yes	
7. That the granting of the variation requested will not confer on the applicant any special privilege that is denied by the Ordinance to other lands, structures or buildings of the same district.	All voted yes	

**MINUTES  
CITY OF WOODSTOCK  
ZONING BOARD OF APPEALS  
October 13, 2014  
City Council Chambers**

The regular meeting of the City of Woodstock Zoning Board of Appeals was called to order at 7:00 PM by Chairman John Schuh on Monday, October 13, 2014 in the Council Chambers of Woodstock City Hall, 121 West Calhoun Street, Woodstock. A roll call was taken.

**COMMISSION MEMBERS PRESENT:** Timothy Huffar, Chairman John Schuh, Patrick Shea, Thomas Tierney, Lawrence Winters

**COMMISSION MEMBERS ABSENT:** Howard Rigsby

**STAFF PRESENT:** City Planner Nancy Baker

**OTHERS PRESENT:** City Clerk Dianne Mitchell

**II. APPROVAL OF MINUTES:**

Motion by L. Winters, second by T. Huffar, to approve the Minutes of the June 9, 2014 Woodstock Zoning Board of Appeals meeting as presented. Ayes: P. Shea, L. Winters, T. Huffar, Chairman Schuh, T. Tierney. Nays: None. Absentees: H. Rigsby. Abstentions: None. Motion carried.

**III. ELECTION OF VICE CHAIRMAN**

Motion by L. Winters, second by T. Huffar, to elect P. Shea as Vice-Chairman for the Zoning Board of Appeals. Ayes: P. Shea, L. Winters, T. Huffar, Chairman Schuh, T. Tierney. Nays: None. Absentees: H. Rigsby. Abstentions: None. Motion carried.

**IV. PUBLIC HEARING**

Chairman Schuh opened the Public Hearing at 7:01 PM.

**A. 700 Margaret Drive—Variation to a 6 foot high fence at a setback of 30 feet**

Chairman Schuh swore in petitioner Matt Champion, 700 Margaret Dr., Woodstock. M. Champion stated that the plat shows the two lots, Lot 1 and Lot 2, and noted that he owns both lots. He reported that there is a house only on Lot 1 and advised that Lot 2 is buildable but they consume it as a backyard and have no intention to build on it. He stated that the request is to run a fence off the back of their house connecting to the property line between Lot 2 and Lot 3. The petitioner reviewed the drawing with the Commission showing them the proposed location for the fence.

Chairman Schuh questioned the required fence line setback and M. Champion stated that it is 65 feet. M. Champion advised that the proposed fence is the same type of fence as the neighbors. The group discussed the setback associated with the proposed fence.

T. Tierney questioned if he is starting perhaps at 40 feet back because it is off the back of the garage. M. Champion stated they are well behind the 30 feet and noted that their hope is to run the new fence back to where the existing fence is 6 foot. He referenced the photo to show them where the fence would run.

Chairman Schuh asked if the City received any letters back or if anyone had concerns. N. Baker reported that the petitioner met the notification requirements and the City didn't hear back from anyone.

T. Tierney stated that it is his understanding that you can't have anything above 4 feet in the front yard, but if you did it has to be 50% visually obscuring. He questioned when approving this variation if they are setting any precedence moving forward because the petitioner has chosen a fence less than 50% obscure. Chairman Schuh stated that the 4 foot, 50% is only for the first 30 feet. N. Baker advised that the only reason the petitioner is here is because the plat changes the setback line. She reported that when the UDO was adopted in 2007 it was done that way because they had a problem establishing a front yard setback for the residents; however, if you read the language it applies to fences as well.

T. Huffar questioned if the petitioner decides to sell it and there is a fence, whether it will carry over to the new people. N. Baker advised that they could maintain the fence. T. Tierney stated that they would have to build their house at the 65 foot setback so it doesn't impact any development. T. Huffar stated if they are going to build a house at the 65 foot there would be a 6 foot fence across the front and he questioned if that is consistent with everyone else in town. T. Tierney stated that it isn't across their front yard; it's through the middle of their front yard. The group discussed the location of the fence relative to a new house.

T. Huffar stated that it is something that isn't consistent with anything else in town and questioned if anyone else has a 6 foot fence across the front in a residential. N. Baker stated that most houses sit at 25-30 feet back. She advised that this is a unique situation in that the lot and the house have gone together since it was first sold.

Chairman Schuh closed the Public Hearing at 7:13 PM.

The Findings of Fact were completed by the Zoning Board of Appeals and are attached to these minutes.

Motion by T. Huffar, second by T. Tierney, to approve the variation from the provisions of the Woodstock Unified Development Ordinance, Section 7A.3.D.3, Bulk and Area Requirements, to allow the installation of a 6 foot high fence in a 30 foot setback from the front property line. Ayes: P. Shea, L. Winters, T. Huffar, Chairman Schuh, T. Tierney. Nays: None. Absentees: H. Rigsby. Abstentions: None. Motion carried.

#### **ADJOURNMENT**

Motion by T. Huffar, second by P. Shea to adjourn the October 13, 2014 Zoning Board of Appeals meeting at 7:16 PM. Ayes: P. Shea, L. Winters, T. Huffar, Chairman Schuh, T. Tierney. Nays: None. Absentees: H. Rigsby. Abstentions: None. Motion carried.

Respectfully Submitted,

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Dianne Mitchell – City Clerk

**ORDINANCE NUMBER 14-O-\_\_\_\_\_**

**AN ORDINANCE VARYING PROVISIONS OF  
THE WOODSTOCK UNIFIED DEVELOPMENT ORDINANCE  
FOR PROPERTY AT MARGARET DRIVE**

Be it ordained by the Mayor and City Council of the City of Woodstock, McHenry County, Illinois, as follows:

**Section One.** That, Section 7A.3.D.3, Bulk and Area Requirements of the Woodstock Unified Development Ordinance is varied to allow the installation of a 6 ft. high fence at a 30 ft. setback from the front lot line on property legally described as follows:

Lot 2 in Gitlin's Woodstock West Unit 11, being a subdivision of part of Lot 112 of the Assessor's Plat of Section 6, Township 44 North, Range 7 East of the Third Principal Meridian, according to the plat thereof recorded September 21, 1977 as Document No. 708971, and re-recorded October 14, 1977 as Document No. 711428, in McHenry County, Illinois.

**Section Two.** That the Zoning Board of Appeals on October 13, 2014 conducted a required public hearing on said variation and recommended to the City Council that it be approved.

**Section Three.** That this ordinance shall be known as Ordinance Number 14-O-\_\_\_\_\_ and shall be in full force and effect upon its passage and approval as provided by law.

**Section Four.** Any ordinances or parts thereof or any regulations in conflict with this ordinance are hereby repealed to the extent of such conflict.

**APPROVED AND PASSED** by the City Council of the City of Woodstock, McHenry County, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Ayes:

Nays:

Abstentions:

Absentees:

---

Mayor Brian Sager, Ph.D.

Attest:

---

City Clerk Dianne Mitchell



City of  
**WOODSTOCK**

City Manager's Office  
Daniel McElmeel  
Information Technician

121 W. Calhoun Street  
Woodstock, Illinois 60098  
(815) 338-4300 Ex. 11124  
[www.woodstockil.gov](http://www.woodstockil.gov)

# Memo

**To:** Mr. Roscoe Stelford, City Manager  
Honorable Mayor and City Council Members

**From:** Dan McElmeel, Information Technician

**Date:** October 10, 2014

**Re:** Approval of IGA for Installation of New Fiber Optic Network Infrastructure and Membership in the McHenry County Broadband Fiber Network Consortium

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## Introduction:

As the City of Woodstock continues to grow, it remains committed to constantly improving its services to residents and businesses in the most cost-effective manner. Technology plays a major role in this endeavor and the City becomes increasingly more dependent on its network infrastructure to be both reliable and responsive. With the assistance of McHenry County, McHenry County Emergency Telephone System Board (MCETSB), Woodstock Community Unit School District 200 and McHenry County College, the City of Woodstock is recommending the collaborative installation of a fiber optic network. By participating in the McHenry County Broadband Fiber Network Consortium, the City will positively impact our community, as the participating government agencies will benefit from significant cost sharing, faster and improved site-to-site interconnectivity, and better and more reliable information sharing between the agencies. Furthermore, creating this high-speed, fiber network infrastructure throughout the City will be extremely beneficial in attracting high-tech companies into the area that require very high bandwidth connections as unused strands of fiber can be leased to these organizations for their own data infrastructure needs.

## Background:

The City of Woodstock was previously using point-to-point wireless connections between several of its locations to provide connectivity to shared resources, such as file sharing and internet connectivity. The reliability of these connections was good, but the speed of these connections was very limited and it was unable to keep up with the increasing data demands that the City was requiring.

In FY12/13, the City replaced this aging wireless infrastructure with new high-speed connections offered by Comcast. These new circuits provided significantly faster connectivity and reliability, which the City requires for the new Voice over IP telephone system, improved network connectivity for site-to-site communication, as well as faster Internet connectivity to support several of our key applications.

Even with these new and improved circuits, all of our key data and communications are being transmitted over the public internet, which presents a number of challenges. Some of these challenges that IT is constantly monitoring and attempting to minimize include:

- Outages – When outages occur on the provider’s network that interconnect the City’s facilities, it can bring down entire departments from a data, phone and internet perspective. These outages can be a local outage, or regional outage that can take several hours to correct and is completely out of the control of our City IT staff.
- Latency – Latency is defined as how much time it takes for a set of data to get from one location to another. When high latency occurs between our individual locations, it can cause telephone call quality issues and/or affect the speed of file transfers to the point where a call or file is lost due to extreme delays. Most of the latency delays that occur are out of the control of the City’s IT staff and must wait until the provider can correct the issues.
- Cost – By interconnecting all of our facilities using public internet providers, there are costs to maintain and manage all of the individual connections. The costs range from a monthly charge to pay for each unique connection, to providing a firewall at each location to allow our networks to connect and to provide security at each location. Each of these items requires the City’s IT staff to manage them individually, which is a time-consuming process.
- Hardware Consolidation – Currently, the major departments of the City need to have a specific server maintained at each individual location to allow for the efficient use of resources and time. Several of the servers are susceptible to power loss due to the lack of a generator at that given location. That means each server has to be individually maintained and protected via backup hardware to prevent critical data loss.
- Technology Limitations – Since our connectivity to each City location is routed across public internet and subject to issues like outages and latency, it has limited certain technology choices that can be implemented in the City which can reduce costs and improve management, such as private-cloud computing and virtualized workstations.

It is important for the City to evaluate and implement a more robust and long-term solution for its network communications and interconnectivity. A fiber optic cable is a network cable that contains strands of glass fibers in an insulated casing. It uses light signals to transmit data over very long distances at a very high throughput. There are several benefits to installing fiber optic cable as the backbone for the data network. By collaborating with our local government agencies to build this fiber optic network, the following benefits will be derived:

#### **General Benefits**

- Bandwidth - Provides the ability to increase speeds and bandwidth to each location by replacing the equipment at the endpoint, and not having to replace the cable in the ground. Installed, this network would have one gigabit minimum connections between locations.
- Data Security – Fiber optic cable doesn’t radiate signals and is difficult to tap into. If the cable is tapped, it will leak light which will cause the system to fail.
- Reliability – Fiber is completely immune to many environmental factors that can affect standard copper cables.

#### **City of Woodstock**

- The fiber network will provide the highest level of fast and reliable interconnectivity between several of the City’s locations, while also providing the ability to connect with McHenry County, MCETSB, and District 200 for information sharing and public safety.
- The implementation of the network provides immediate cost savings for the City with regards to Internet access and replacement of expensive analog communication circuits.
- Installation of the fiber network will allow for partnering with private entities to resell unused fiber pathways to existing businesses and to attract new economic development opportunities to the area.

## McHenry County

- Within the County itself, as well as other governmental units, common services and applications can be shared at considerable savings.
- Opportunities for easier more-effective data backup, with concurrent savings.
- Space in the data center can be maximized by uploading data and utilizing high-speed, cloud-based services.

## McHenry County Emergency Telephone System Board

- The expanded fiber network will allow the MCETSB 911 infrastructure to connect to nine other counties covering 900 miles which will create the opportunity for redundancy outside of McHenry County.
- The new fiber network will provide the backbone necessary to implement Next Generation of 9-1-1, which will allow the answering and routing of calls and the sending of video, photos, and text.
- Public safety will be significantly enhanced via greater and more efficient connectivity.

## District 200

- To increase bandwidth for our education system so that our future workforce is prepared for the ever growing advancements within the technology marketplace.
- Long-term taxpayer savings for building-to-building and internet connections over the charges from last mile providers. Greater speed/bandwidth at lower costs.
- Improved safety and security systems within District 200 that allow for collaboration between District 200 and the Woodstock Police Department.

## Process:

Starting in early 2013, McHenry County, District 200, McHenry County College, and the City began to discuss, with consultation from Northern Illinois University, the feasibility of creating and installing a fiber network that would support dedicated high-speed access. Over the next several months, the members made a number of key decisions from the primary path of the fiber optic cable through how to connect the new fiber network to the Internet Service Provider that has reached MCC for dedicated high-speed internet connectivity.

Following all of these discussions, a Request for Proposals was developed and then published on the McHenry County website. To assist in attracting interest in the proposal, the RFP was broken down into four (4) specific categories, fiber construction and installation, which is composed of the primary path and remote secondary paths, fiber electronics to connect the network, network operations to monitor that the network is properly functioning, and finally establishment of a temporary wireless link, to connect the new network to the high-speed network located at MCC on a temporary basis, until the US Route 14 construction is completed. In the RFP, vendors were allowed to propose on as many categories as they were qualified to install.

McHenry County received five (5) bids on the various categories of the RFP. The RFP numbers were originally based on connecting every facility for District 200 and the City. The bids were reviewed and the most qualified vendors were asked to provide a best and final offer based on an updated list of locations that were required to be connected to the fiber network. The table provided below includes the costs for the four categories and are limited to the primary backbone.

Primary Backbone Costs					
	Fiber Construction	Fiber Transport Electronics	Wireless Link	Network Operations	Total
Globetrotters Engineering Corp	\$908,184.	\$53,248	\$67,034	\$26,070	\$1,054,536
Kelso-Burnett	\$949,797				\$949,797
UrbanCom			\$41,390	\$30,000	\$71,390

The table provided below includes the costs of the secondary fiber laterals. These secondary laterals will be used to attach secondary sites to the primary backbone allowing connectivity to each other site.

Constructions Costs of Secondary Laterals	
Globetrotters Engineering Corporation	\$2,362,715
Kelso-Burnett	\$2,400,673

Based on the numbers above along with the strength of the RFP responses that were presented, the decision was to move forward with Globetrotters Engineering Corporation (GEC) as the vendor to supply all four components of the fiber network. GEC is a full-service architectural and engineering firm founded in 1974 with extensive experience providing similar services for significant fiber network projects including, the Statewide Fiber Optic Network for the State of Illinois, Cook County Broadband Initiative Fiber Optic Network, and the South Suburban Mayors and Managers Association Turnkey Fiber Design and Construction for Chicago Southland Fiber Network. By allowing GEC to provide all portions for the entire project, it will allow for easier project management and administration. Once selected, GEC engineers and group members performed a site-by-site walkthrough of each location to provide final costs.

The table provided below illustrates the overall costs of the primary fiber backbone and the proposed cost distribution between the consortium's membership. These costs include the design, implementation and installation of the fiber network into the McHenry County Government Center, Clay Elementary School, and Woodstock City Hall, as well as both the temporary wireless connection and the physical fiber connection between the new fiber network and McHenry County College.

Primary Backbone Costs	Shared N.I.U Expense		Shared Backbone Fiber		Electronics	Shared MCC Wireless Mount/Wiring		ICN 10 GB Upgrade - RR Permit		Contingency (5%)	Total Each
	%	Amount	%	Amount	Amount	%	Amount	%	Amount	Amount	
McHenry County College	5%	\$ 7,000.00	0%	\$ -	\$22,187.00	30%	\$ 20,754.00	0%	\$ -	\$ 4,482.00	\$ 54,423.00
McHenry County Government	65%	\$ 91,000.00	70%	\$ 541,801.00	\$22,187.00	40%	\$ 27,672.00	35%	\$ 21,000.00	\$ 26,893.00	\$ 730,553.00
Woodstock School District 200	10%	\$ 14,000.00	10%	\$ 77,400.00	\$ 4,437.00	10%	\$ 6,918.00	30%	\$ 18,000.00	\$ 4,482.00	\$ 125,237.00
City of Woodstock	10%	\$ 14,000.00	10%	\$ 77,400.00	\$ 4,437.00	10%	\$ 6,918.00	30%	\$ 18,000.00	\$ 4,482.00	\$ 125,237.00
MCETSB	10%	\$ 14,000.00	10%	\$ 77,400.00	\$ -	10%	\$ 6,918.00	5%	\$ 3,000.00	\$ 4,482.00	\$ 105,800.00
Total Cost of Primary Backbone											\$ 1,141,250.00

The secondary lateral costs outlined in the following table are specifically used to interconnect City facilities to City Hall and each other for purposes of routing network, phone and radio traffic. In addition, the Woodstock Police Department will require an additional \$46,775 in equipment costs included under the column heading "Chicago Communications" to install new radio voting equipment to take advantage of the new fiber network. By making this additional investment, the City will be able to terminate several radio circuit lines that have experienced rising costs, for a monthly savings of \$2,846.

Secondary Lateral Costs	Construction Costs	Electronics	Chicago Communications	Total per site
Woodstock Library Tie	\$ 12,432.00	\$ -	\$ -	\$ 12,432.00
Woodstock Recreation Center	\$ 11,538.00	\$ 4,437.00	\$ -	\$ 15,975.00
Woodstock Police Department	\$ 9,248.00	\$ 4,437.00	\$ 46,775.00	\$ 60,460.00
Woodstock Opera House	\$ 12,876.00	\$ 4,437.00	\$ -	\$ 17,313.00
Woodstock Public Works	\$ 16,666.00	\$ 4,437.00	\$ -	\$ 21,103.00
Woodstock Library	\$ 16,365.00	\$ 4,437.00	\$ -	\$ 20,802.00
Woodstock Court House	\$ 9,881.00	\$ 4,437.00	\$ -	\$ 14,318.00
Woodstock Water Works	\$ 73,067.00	\$ 4,437.00	\$ -	\$ 77,504.00
Emrickson Radio Tower	\$ 50,000.00	\$ 4,437.00	\$ -	\$ 54,437.00
Seminary Water Treatment Plant	\$ 9,381.00	\$ 4,437.00	\$ -	\$ 13,818.00
Total Cost of Secondary laterals				\$ 308,162.00
Total Cost of Project				\$ 433,399.00

In addition, Woodstock Community Unit School District 200 has requested assistance from both McHenry County and the City of Woodstock in regards to the initial capital outlay. District 200's total cost for the project amounts to \$806,526, this includes their portion of the primary backbone and connecting their additional secondary lateral sites. They have limited debt capacity due to the significant declines in equalized assessed values, and restricted funds on hand to pay the upfront costs. To facilitate this important community project, the City would front 40% of District 200's capital outlay in the amount of \$322,610. McHenry County would also assist by providing the remaining \$483,916 (60%) of this capital outlay expense. In return, District 200 would pay \$80,653 per year over the next four years back to the City. If District 200 was unable to pay the City, the proposed agreement allows the City to retain the District's impact fees.

Once the new fiber network is installed and operating, the fiber network then becomes the responsibility of the McHenry County Broadband Fiber Network Consortium. This new consortium is to be established for the purpose of providing the location, hardware, software, services and other items necessary for the establishment, operation, and maintenance of the network for the benefit of its members. The Consortium will be managed by a board, with a representative from each agency. The member of the board will be decided by its own governing body to be appointed to the board, with the option of nominating one alternate representative.

### Capital Budget

In the FY 14/15 General – CIP Fund, the City had budgeted \$90,000 to fund the new fiber network infrastructure, with an additional \$90,000 to be allocated for the following four years. This cost breakdown was based on the initial impression that McHenry County would be fronting the entire initial capital outlay and the City would repay McHenry County over five years. McHenry County will not be able to outlay the funding for the entire project. If approved by the City Council, the City would now be billed directly from GEC. The tentative schedule for payments to GEC is outlined in the following table. Based on this table, FY14/15 City expenditures would be \$29,264, with an additional \$357,387 to be paid to GEC in FY15/16. The portion paid on behalf of District 200 would not be an expenditure of the City, but would instead be reported as an asset, representing the District's obligation to repay the City over time.

FY 14/15	Total Payment to GEC - includes all secondary laterals	Payment to GEC for City of Woodstock Costs	Payment to GEC for District 200 - Total Costs	Payment to GEC - City of Woodstock for District 200
10/31/2014	\$ 40,000.00	\$ 7,316.00	\$ 15,264.00	\$ 6,105.60
11/30/2014	\$ 40,000.00	\$ 7,316.00	\$ 15,264.00	\$ 6,105.60
12/31/2014	\$ 40,000.00	\$ 7,316.00	\$ 15,264.00	\$ 6,105.60
1/31/2015	\$ 10,000.00	\$ 1,829.00	\$ 3,816.00	\$ 1,526.40
2/28/2015	\$ 10,000.00	\$ 1,829.00	\$ 3,816.00	\$ 1,526.40
3/31/2015	\$ 10,000.00	\$ 1,829.00	\$ 3,816.00	\$ 1,526.40
4/30/2015	\$ 10,000.00	\$ 1,829.00	\$ 3,816.00	\$ 1,526.40
FY 14/15 Total Payments	\$ 160,000.00	\$ 29,264.00	\$ 61,056.00	\$ 24,422.40
FY 15/16				
5/31/2015	\$ 270,000.00	\$ 49,383.00	\$ 103,032.00	\$ 41,212.80
6/30/2015	\$ 270,000.00	\$ 49,383.00	\$ 103,032.00	\$ 41,212.80
7/31/2015	\$ 270,000.00	\$ 49,383.00	\$ 103,032.00	\$ 41,212.80
8/31/2015	\$ 270,000.00	\$ 49,383.00	\$ 103,032.00	\$ 41,212.80
9/30/2015	\$ 270,000.00	\$ 49,383.00	\$ 103,032.00	\$ 41,212.80
10/31/2015	\$ 270,000.00	\$ 49,383.00	\$ 103,032.00	\$ 41,212.80
11/30/2015	\$ 334,000.00	\$ 61,088.60	\$ 127,454.40	\$ 50,981.76
FY 15/16 Total Payments	\$ 1,954,000.00	\$ 357,386.60	\$ 745,646.40	\$ 298,258.56
Total Cost of Project	\$ 2,114,000.00	\$ 386,650.60	\$ 806,702.40	\$ 322,680.96

## Annual Operating Costs

The City is able to see some immediate cost savings in existing infrastructure that would be replaced. These dollars included the termination of several expensive radio circuits through Call One, eliminating a number of the Comcast connections for City and Internet connectivity, and terminating the firewall yearly maintenance fees that need to be paid to keep the devices up to date. The termination of these services will more than cover the yearly operational and maintenance costs for the new network. An analysis of the estimated annual savings has been provided in the table below:

Initial Cost Savings		
Vendor	Monthly Savings	Yearly Savings
Call One	\$ 2,846.00	\$34,152.00
Comcast	\$ 900.00	\$10,800.00
SonicWALL Maintenance	\$ 190.00	\$ 2,280.00
Subtotal		\$47,232.00
Operational and Maintenance Costs – New Network		\$33,784.00
Total Yearly Savings		\$13,448.00

Furthermore, the City of Woodstock has agreed to perform two additional functions to maintain the fiber optic network. The first is to have the Woodstock Police Department Dispatch Center provide 24/7/365 network monitoring for the network. The network operations of the fiber network is monitored by a server that ensures activity is able to reach the end points of the network. If an end point were to go inactive, after a period a time a notification would be sent to the Dispatch Center at the WPD. At that point, the dispatcher would determine which end point has stopped responding and contact that agency's designated representative. Then it will be that representative's job to troubleshoot and escalate the outage as they determine is necessary. The second function that would be performed by the City is in regards to cable locates. Woodstock Public Works would dispatch and locate the fiber conduit, similar to water and sewer lines, when a JULIE request is received. The City would also be responsible for locates on Route 14 up to the MCC property line, with a portion falling outside of City limits.

### Conclusion:

The necessity for the City to have high-speed, secure, and reliable interconnectivity between its facilities and the Internet continues to become even more important each year. By collaborating with McHenry County, McHenry County Emergency Telephone System Board, District 200, McHenry County College, and participating in the McHenry County Broadband Fiber Network Consortium, the City can take advantage of significant cost savings and achieve the highest level of interconnectivity, not only for its own facilities, but also with our public sector partners for decades to come. The benefits of this project for all partners in the consortium are numerous, such as significantly higher bandwidth and reliability, and opportunities for reselling unused strands to third party businesses.

### Recommendation:

**Therefore, it is recommended that the City Council authorize the Mayor and City Clerk to execute the attached intergovernmental agreement with McHenry County, District 200, McHenry County College, and the McHenry County Emergency Telephone System Board subject to final review and approval by the City Attorney.**



Reviewed and Approved by:

*Roscoe C. Stelford III*  
City Manager

**INTERGOVERNMENTAL AGREEMENT  
AMONG  
McHENRY COUNTY, CITY OF WOODSTOCK, WOODSTOCK COMMUNITY  
UNIT SCHOOL DISTRICT 200 AND McHENRY COMMUNITY COLLEGE  
ESTABLISHING  
THE McHENRY COUNTY BROADBAND FIBER NETWORK  
CONSORTIUM**

**THIS INTERGOVERNMENTAL AGREEMENT** (“Agreement”) is entered into by and among McHenry County (“County”), the McHenry County Emergency Telephone System Board, (“ETSB”), the City of Woodstock (“City”), Woodstock Community Unit School District 200 (“District 200”), and McHenry County College, (“MCC”), all of said entities being located in the State of Illinois (collectively the “Parties”).

**W I T N E S S E T H:**

**WHEREAS**, the County, the ETSB and the City are municipalities or units of state or local government and District 200 and MCC are school districts, all of which are provided for in the 1970 Illinois Constitution (Article VII); and

**WHEREAS**, the 1970 Illinois Constitution (Article VII, §10(a)) and the Illinois Compiled Statutes (5 ILCS 220/3)) provide authority for intergovernmental cooperation; and

**WHEREAS**, pursuant to 65 ILCS 5/8-1-2.5 the City may appropriate and expend funds for economic development purposes within the City such as the project contemplated by this Agreement; and

**WHEREAS**, the County, ETSB, City, District 200 and MCC, in conjunction with their respective governmental and proprietary functions and authority, intend to construct, maintain, and utilize the proposed McHenry County Broadband Fiber Network Consortium (“Network”) for the mutual benefit of all parties; and

**WHEREAS**, it is in the best interests of the Parties to collaborate on the Network to provide the most cost effective broadband services, provide for future growth of high speed communications, and best serve the citizens and businesses of the County to enter into this Agreement; and

**WHEREAS**, the Parties are willing to share in the costs of construction and maintenance of the planned Network; and

**WHEREAS**, it is necessary and appropriate that the parties enter into the Agreement in order to define the agreements, rights, and obligations of each party in connection with the construction and maintenance of the Network in order to accomplish the agreed upon sharing of costs to construct and maintain the Network;

**NOW, THEREFORE,** in consideration of the mutual agreements contained in this Agreement, the County, ETSB, City, District 200 and MCC agree as follows:

**ARTICLE I  
ESTABLISHMENT AND PURPOSE OF  
MCHENRY COUNTY BROADBAND FIBER NETWORK CONSORTIUM**

The Consortium is established for the purpose of providing the location, hardware, software, services and other items necessary and appropriate for the establishment, operation and maintenance of a broadband network for the mutual benefit of its members, and to provide a forum for discussion, study, development and implementation of recommendations of mutual interest regarding the broadband network, communications, public sector information systems and technology, and management reporting within the geographical boundaries of its member public sector agencies.

**ARTICLE II  
DEFINITIONS**

1. **Account.** The depository of all revenue collected by the Consortium for the construction, operation and maintenance of the Network as defined in Article VIII.
2. **Agreement.** This Intergovernmental Agreement among the Parties establishing the Consortium to establish, operate and maintain the Network.
3. **Alternate Representative.** Appointed by the governing board of the Member to represent the Member on the Board in the absence of the Representative pursuant to Article IV.
4. **Board.** Shall manage and operate the Consortium with the authority defined in Article IV.
5. **Budget.** Prepared for each Fiscal Year by the Board and approved by all the Member governing bodies setting forth the anticipated revenue and expenses for the Consortium pursuant to Article VIII.
6. **Chairperson.** Selected by the Board, shall conduct the meetings of the Board and shall sign instruments authorized by the Board along with the Treasurer.
7. **City.** City of Woodstock, Illinois.
8. **Consortium.** The entity established by the Parties for the purpose of establishing, maintaining and operating the Network.
9. **County.** McHenry County, Illinois.

10. **District 200.** Woodstock Community Unit School District No. 200, McHenry County, Illinois.
11. **Effective Date.** The date the last of all the Members executes this Agreement.
12. **ESTB.** McHenry County Emergency Telephone System Board.
13. **Fiscal Year.** January 1 through December 31.
14. **Legal and Fiscal Agent.** McHenry County, Illinois.
15. **MCC.** McHenry County College.
16. **Member.** County, ETSB, City, District 200, or MCC, or a new entity added to the Consortium pursuant to Article V.
17. **Network.** The hardware, software, services and other items necessary and appropriate to establish and operate a broadband network.
18. **Operation and Maintenance Cost.** All costs necessary and appropriate to operate, administer and maintain the Network.
19. **Parties.** The Members.
20. **Representative.** Designated by the governing board of a Member to represent the Member on the Board pursuant to Article IV.
21. **Secretary.** Shall keep the minutes of Board meetings, provide all notices to Members and Representatives, act as custodian of the records of the Consortium, and perform other duties assigned by the Board.
22. **Treasurer.** Shall act as signatory on all instruments approved by the Board along with the Chairperson, provide financial counseling to the Board, process financial transactions.

### **ARTICLE III NETWORK**

1. **Construction.** As soon as practicable, after the execution of this Agreement, the County will begin construction of the Network, as depicted on the map in Exhibit A and summarized in Exhibit B.
2. **Cost of Construction.** The Parties agree to pay the actual costs of construction of the Network in an amount not to exceed: \$760,399 from the County; \$386,624 from the City; \$806,526 from District 200; \$105,800 from the ETSB; and \$54,423, from the MCC

3. **Payment Due.** The payments described in paragraph III.2 above shall be invoiced individually and due to the project vendor pursuant to the payment terms provided by the vendor. Notwithstanding the foregoing, the County shall pay sixty percent (60%) of District 200's share of the construction cost set forth in paragraph III.2 to the vendor and the City shall pay forty percent (40%) of District 200's share of the construction cost set forth in paragraph III.2, and the District shall pay the District's share to the County and the City in four (4) annual equal installments, as follows:

August 1, 2015:	County:	\$120,978.90	City:	\$80,652.60
August 1, 2016:	County:	\$120,978.90	City:	\$80,652.60
August 1, 2017:	County:	\$120,978.90	City:	\$80,652.60
August 1, 2018:	County:	\$120,978.90	City:	\$80,652.60
	Total:	\$483,915.60		\$322,610.40= \$806,526.00

The District agrees that the City may hold and not distribute to the District any School Impact Fees collected by the City on behalf of the District under Chapter 10 of the City's Unified Development Ordinance during the twelve (12) month period immediately preceding the above payment dates. The City agrees to release the School Impact Fees immediately after each of the District's payments to the City.

4. **Operation and Maintenance Costs.** The Parties recognize and agree that certain Operational and Maintenance Costs will arise over the term of this Agreement. The Parties agree and anticipate that maintenance and operational decisions for the Network will be made by Consortium. Payments for Operations and Maintenance Costs shall be paid to the Account in a lump sum beginning January 1, 2016, and each subsequent year of the Agreement based upon each Member's assigned percentage as set forth below. The following is the assigned percentage and the Operation and Maintenance Costs for the first year of operation:

- a. City: 26.8% (\$33,774 in year one);
- b. District 200: 26.8% (\$33,774 in year one);
- c. ETSB: 5.8% (\$7,274 in year one);
- d. MCC: 6.8% (\$8,405 in year one);
- e. County: 33.8% (\$42,510 in year one).

Following the first year of operation of the Consortium, payments due by the Members for Operation and Maintenance Costs shall be based upon the

percentages set forth above unless otherwise changed due to the addition of a new Member.

#### **ARTICLE IV AUTHORITY OF BOARD**

The Consortium shall be managed by the Board pursuant to the terms of this Agreement. The Board shall consist of one Representative from each Member to be designated by each Member through a resolution adopted by the governing board of the Member. Each Member may also designate one Alternate Representative by approving a resolution of the governing board of the Member. The Alternate Representative shall have all the rights of the Representative.

The Board shall have the authority to accomplish the purpose set forth in Article I of this Agreement including but not limited to:

1. Select and hire independent contractors, attorneys, auditors, employees, and such other persons as may be necessary to administer and accomplish the purpose of the Consortium.
2. Direct the collection and payment of funds to be used for the administration of the Consortium.
3. Purchase property, casualty, liability and other insurance.
4. Review and approve the annual Budget of the Consortium and quarterly reports on the financial affairs of the Consortium.
5. Approve and submit to each Member annually an audited report of the financial affairs of the Consortium made by a certified public accountant at the end of each Fiscal Year in accordance with generally accepted accounting practices.
6. Purchase fidelity bonds for employees, officers and representatives.
7. Establish recommended payments and supplementary payments to the Account.
8. Select one or more depositories for the funds of the Consortium.
9. To purchase, acquire, lease, hold and dispose of property, both real and personal.
10. Recommend the expulsion of any Member from the Consortium for failure to perform its obligations under the Agreement.
11. Add additional public sector members to the Consortium and permit public and private sector entities to connect to the Network.

12. By a  $\frac{3}{4}$  vote of the Members approve the creation of an operating committee and guidelines for the operations of the Consortium.
13. Carry out such other activities as are necessary, required or implied to accomplish the purposes of the Consortium specified in Article I of the Agreement.

No Representative shall receive any compensation or other payment for services from the Consortium for services as a Representative on the Board. The Chairperson or any Representative may submit to the Board for approval and be reimbursed for expenses incurred in pursuit of their position as a Member or officer of the Board. Reimbursement shall include amounts advanced on behalf of the Consortium, either by the Representative or by a Member and shall be in accordance with the policies and procedures established by the Board consistent with the terms of this Agreement.

## **ARTICLE V ADDITION OF MEMBERS**

Subsequent Members shall be considered for membership upon receipt of a written request to join the Consortium subject to approval of the Members pursuant to Article IX, the Members' execution of this Agreement, and payment of a one-time initiation fee as determined by the Board. All new Members must be public entities with the authority to levy a tax. The Consortium shall have the authority to permit non-public entities to connect to the Network without becoming a Member. Any new Member shall be financially responsible for its proportional share of the existing debts and liabilities of the Consortium for capital investment to the same extent as if the new member was an original Member as determined by the Board. In addition, any new Member shall be liable for all costs of adding or modifying the Network, hardware and/or software necessary to effectively accommodate the operational needs of the new Member, and of ensuring that there is no degradation of existing capability due to the new Member's needs. Each new Member shall be expected to pay a proportionate share of the normal, continuing operating expenses of the Consortium as set forth in Article III.4, as well as its proportionate share of any special assessment that may be approved by the Members.

## **ARTICLE VI MEETINGS OF THE BOARD**

1. At the annual meeting of Board, which shall be held during the first thirty (30) days of each Fiscal Year, the Board shall select the following officers: Chairperson, Treasurer, and Secretary for the coming Fiscal Year. No person may serve in the same office for more than two (2) consecutive full Fiscal Years. The Board may from

time to time establish other offices and may elect a Representative to serve in any such office. The Board may fill any vacancies that may occur in the offices for the remainder of the Fiscal Year.

2. Regular meetings of the Board shall be held as often as necessary to carry out the purpose of the Consortium but no less than two (2) times in each Fiscal Year. At least one (1) meeting shall be held during the first half of the Fiscal Year, which may include the annual meeting, and at least one (1) meeting shall be held during the second half of the Fiscal Year. Any item of business may be considered at a regular meeting.
3. Special meetings of the Board may be called by the Chairperson or by any two (2) Representatives.
4. Except in the case of an emergency, three (3) days written notice of regular or special meetings of the Board shall be given to each Representative and an agenda specifying the subject of any special meeting shall accompany such notice. Business conducted at special meetings shall be limited to those items specified in the agenda.
5. The time, date and location of regular meetings of the Board shall be determined by the Board.
6. Each Member shall be entitled to one (1) vote on the Board through its Representative or appropriately designated Alternate Representative. No proxy votes or absentee votes shall be permitted. However, meetings may be held, and individual Representatives may participate in such meetings by video or telephonic communication. Voting shall be conducted in accordance with the rules of procedure established by the Board and requirements of applicable laws.
7. A quorum shall consist of a majority of Member Representatives. Except as otherwise provided in this Agreement, a simple majority of a quorum shall be sufficient to constitute action by the Board. All actions of the Consortium shall require the affirmative vote of at least two (2) of the Members Representatives.
8. Initial drafts as well as final approved Minutes of all regular and special meetings of the Board shall be sent to the Representative of each Member.
9. All meetings of the Board shall be conducted in the manner required by law, including but not limited to The Open Meetings Act, 5 ILCS 120/1 et seq. The Chairperson shall cause to be published any schedule or notice of meetings of the Board as required by law.

## **ARTICLE VII FISCAL YEAR AND AGENT**

1. The fiscal year of the Consortium shall commence on January 1 and end on December 31 of each year.

2. The County shall be the fiscal and legal agent for the Consortium with the authority and duties established by the Board. The County shall perform financial administrative functions of the Consortium delegated to it by the Board, including but not limited to acting as official payor of all Operation and Maintenance Costs. The City shall monitor the Network and locate underground utilities within the City limits and as far east as the eastern boundary of the MCC property along U.S. Route 14 when necessary.
3. The Board shall call for an annual audit of the financial affairs of the Consortium to be made by a Certified Public Accountant at the end of each fiscal year in accordance with generally accepted auditing principles. An original copy of the annual audit report shall be delivered to each Member no later than March 1 of the subsequent fiscal year.

### **ARTICLE VIII ACCOUNT**

All revenue collected by the Consortium for design, construction, administration, operation, maintenance and repairs of the Network shall be deposited into the Account. All expenses to be paid for the design, construction, administration, operation, maintenance and repairs of the Network shall be paid from the Account. Prior to the commencement of each Fiscal Year, the Board shall adopt a Budget for the following Fiscal Year setting forth the anticipated revenues and expenses for the coming Fiscal Year. As part of the Budget, the Board shall set the payment each Member shall make to the Consortium. Each Member's payment to the Consortium shall be based upon the anticipated expenses for the operation and maintenance of the Network and shall be based upon the Member's percentage set forth in Article III.4. During each year of the Consortium, as part of its budgeting process, the Board shall determine the appropriate amounts and types of insurance to be obtained by the Consortium.

Members shall make their payments to the Consortium in four (4) equal installments or as otherwise determined by the Board. The Members shall make their payments in accordance with the Local Government Prompt Payment Act, 50 ILCS 505 et seq. All Consortium funds, when invested, shall be invested in compliance with the Public Funds Investment Act, 30 ILCS 235/1 et seq.

If during any Fiscal Year, the funds on hand in the Account are not sufficient to pay the costs for operating and maintaining the Network, the Board shall require supplementary assessments from all Members. Members must pay the supplementary assessment within thirty (30) days of receipt of the notice from the Board in accordance with the Local Government Prompt Payment Act, 50 ILCS 505 et seq. The supplementary assessment shall be assessed in the same proportion as the Member's quarterly payments.

### **ARTICLE IX MATTERS REQUIRING APPROVAL OF MEMBERS**

The following shall require approval of at least 75% of the Weighted Vote of the Members as evidenced by a resolution of the governing body of each Member:

1. Amendments to this Agreement;
2. Expulsion of Members from the Consortium (approval is not required by the expelled Member);
3. Expansion of the Network;
4. Approval of the annual Budget;
5. Addition of Member to Consortium;
6. Supplement contributions to Consortium;
7. Termination of the Consortium.

Weighted Vote shall mean the percentage of Operations and Maintenance Costs as set forth in Article III.4

## **ARTICLE X OBLIGATIONS OF MEMBERS**

Each member shall be required to:

1. Appropriate or budget for and, where necessary, to levy for, and pay promptly all quarterly and supplementary or other payments to the Account within thirty (30) days from the notice and in such amounts as are established within the scope of this Agreement;
2. Select a Representative to serve on the Board and an Alternate Representative;
3. Cooperate fully with the Consortium's attorneys and auditors and any agent, employee, officer or independent contractor of the Consortium in any matter relating to the purpose and powers of the Consortium.

## **ARTICLE XI LIABILITY OF BOARD OR OFFICERS**

1. The Representatives, Alternate Representatives, and officers of the Consortium shall use ordinary care and reasonable diligence in the exercise of their authority and in the performance of their duties. They shall not be liable for any mistake of judgment or other action made, taken or omitted by any agent, employee, or independent contractor selected with reasonable care, nor for loss incurred through investment of Consortium funds or failure to invest.
2. No officer, Representative or Alternate Representative shall be liable for any action taken or omitted by any other officer, Representative or Alternate Representative. The

Account shall be used to defend and hold harmless any officer, Representative or Alternate Representative of the Board for actions taken by the Board if performed by the officer, Representative or Alternate Representative within the scope of his authority. The Consortium may purchase insurance providing fiduciary liability coverage for officers, Representatives and/or Alternate Representatives.

## **ARTICLE XII CONTRACTUAL OBLIGATION**

The obligations and responsibilities of the Members set forth in this Agreement, including the obligation to take no action inconsistent with this Agreement, as originally written or validly amended, shall remain a continuing obligation and responsibility of each Member. This Agreement may be enforced in law or equity either by the Consortium itself or by a Member. The consideration for the duties imposed upon the Member by this Agreement is based upon the mutual promises and agreements of the Members set forth herein. Except to the extent of the limited financial contributions to the Consortium each Member has agreed to make and except as provided in Article XVII (5), no Member agrees by this Agreement to be responsible for any claims of any kind against any other Member. Except as provided in Article XVII (5), the Members do not intend to create between the Members any relationship of partnership, surety, indemnification or liability for the debts of or claims against another.

## **ARTICLE XIII EXPULSION OF MEMBER**

1. The expulsion of a Member must be approved by all Members (except the expelled Member) as evidenced by resolution of the Governing body of each Member. Such expulsion shall take effect in the manner set out below, whenever a Member fails to perform any of its material obligations under this Agreement.
2. No Member may be expelled except after written notice from the Board of the alleged reasons for expulsion and after a reasonable opportunity of not less than thirty (30) days to correct the reasons for the expulsion. If the alleged reasons for expulsion cannot be corrected within thirty (30) days, and if the offending Member has taken, and is actively pursuing all reasonable efforts to correct the alleged reasons for expulsion, then the time such Member has to correct the alleged defaults shall be extended an additional thirty (30) days.
3. Within the initial thirty (30) day period, the offending Members may request a hearing before the Board. The request shall be in writing and addressed to the Chairperson.
4. If the offending Member and the Board are not able to resolve all issues between them, the offending Members may request arbitration in which event all matters in dispute shall be submitted to binding arbitration.

- A. The Arbitrator shall be selected from the list of mediators maintained by the Circuit Court of the McHenry County pursuant to its Mediation Program.
  - B. If the offending Member and the Board cannot agree on an arbitrator within 21 days after demand for arbitration, then the offending Member and the Board shall jointly ask the Chief Judge (Presiding Judge of the Circuit Court) to designate an arbitrator.
  - C. The costs, expenses and fees of the Arbitrator for his/her services shall be paid by the Cooperative.
  - D. The rules and procedures set forth in the Civil Division Mediation Program for the McHenry County Circuit Court shall apply, with the exception that the arbitrator shall resolve all matters in dispute and his/her decision shall be final and binding on the Consortium, its Board and all Members.
5. In the event of expulsion, the former Member shall continue to be fully liable for any payment found to be due to the Account with respect to the period prior to the date of expulsion and any other unfulfilled obligation arising at any time attributable to the period prior to the date of expulsion and any other unfulfilled obligation as if it was still a Member of the Consortium. The Member shall be not be entitled to any asset of the Consortium, including but not limited to any personal or real property owned by the Consortium as of the date of any expulsion or any funds held in the Account. An expelled Member shall continue to maintain any hardware and software of the Network located on its property and shall grant access to said hardware and software to the Consortium for maintenance, repair and replacement.

#### **ARTICLE XIV WITHDRAWAL FROM THE CONSORTIUM**

A Member may withdraw from the Consortium after December 1, 2019, subject to the provisions of this Agreement. A Member may withdraw on any January 1 upon at least one hundred eighty (180) days prior written notice to the Consortium. The rights and liabilities of a withdrawing Member to the Consortium shall be the same as those with respect to an expelled Member.

#### **ARTICLE XV TERMINATION OF THE CONSORTIUM**

The Consortium shall terminate upon the occurrence of any one of the following events:

- 1. A final determination by a court of competent jurisdiction, after all appeals have been exhausted or time for appeal has expired, that the Consortium is invalid or contrary to law;
- 2. Vote of Members for termination pursuant to Article IX of this Agreement.

3. All or substantially all of the Network is destroyed and the Board determines that it shall not rebuild.

In the event the Board determines that it shall terminate the Consortium, it shall pay all of its outstanding obligations. If any funds exist after payment of the Consortium's outstanding obligations, the Consortium shall distribute the remaining revenue and other assets of the Consortium to the Members prorata based upon the total amount of money contributed to the Consortium since its inception, including original construction costs and annual Operations and Maintenance Costs, compared to all remaining Members' contributions.

## **ARTICLE XVI EFFECTIVE DATE AND TERM**

This Agreement shall commence only upon the last of all the Members to execute this Agreement ("Effective Date") and shall remain in effect until terminated pursuant to Article XV.

## **ARTICLE XVII MISCELLANEOUS**

1. **Notice:** Any notice required by this Agreement shall be in writing and shall be deemed to have been given when deposited in a United States Post Office, registered or certified mail, postage prepaid, return receipt requested and addressed as follows:

If to the Consortium: at the business address of the then current Chairperson of the Board.

If to a Member: to the address of the principal office of the Member.

2. **Section Headings:** The section headings inserted in this Agreement are for convenience only and are not intended to and shall not be construed to limit, enlarge or affect the scope or intent of this Agreement or the meaning of any provision hereof.
3. **Validity and Savings Clause:** In the event any provision of this Agreement shall be declared by a final judgment of a Court of competent jurisdiction to be unlawful or unconstitutional or invalid as applied to any Member, the lawfulness, constitutionality or validity of the remainder of this Agreement shall not be deemed affected thereby.
4. **Counterparts:** This Agreement and any amendments thereto may be executed in any number of counterparts which taken together constitute a single instrument.
5. **Indemnification.** To the extent permitted by law, each party agrees to indemnify and hold each other party harmless from and against any and all losses, damages, expenses, and claims (including attorney's fees, costs and expenses of defending

against such claims) by a third party made against or incurred by a Member for actions taken or failures to act in connection with or arising out of this Agreement. Each party's indemnification obligation shall be limited based upon its percentage of Operations and Maintenance Costs set forth in Article III.4.

6. **Non-Appropriation.** This Agreement is made subject to available annual budgetary appropriations and shall not create any obligation on behalf of any party in excess of such appropriations. In the event that no funds or insufficient funds are appropriated and budgeted, this Agreement shall terminate without penalty or expense to the Parties thirty (30) days after written notification of termination from any of the Parties.
7. **Governing Law and Venue.** This Agreement shall be governed by and construed according to the laws of the State of Illinois. Proper jurisdiction and venue for any action arising under this agreement shall be exclusively found in the 22nd Judicial Circuit Court, McHenry County, Illinois.
8. **Applicable Laws.** The Consortium shall abide by and be governed by the Illinois Prevailing Wage Act, 820 ILCS 130 *et seq.*, and other laws applicable to local governmental entities.

**IN WITNESS WHEREOF**, the undersigned entities have caused this Agreement to be duly executed on the date set forth hereinafter.

**McHENRY COUNTY**

**CITY OF WOODSTOCK**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

Attest:

By: \_\_\_\_\_

By: \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

**WOODSTOCK COMMUNITY UNIT  
SCHOOL DISTRICT 200**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_

Its \_\_\_\_\_

**McHENRY COUNTY COLLEGE**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_

Its \_\_\_\_\_

**McHENRY COUNTY EMERGENCY  
TELEPHONE SYSTEM BOARD**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Attest

By: \_\_\_\_\_

Its \_\_\_\_\_

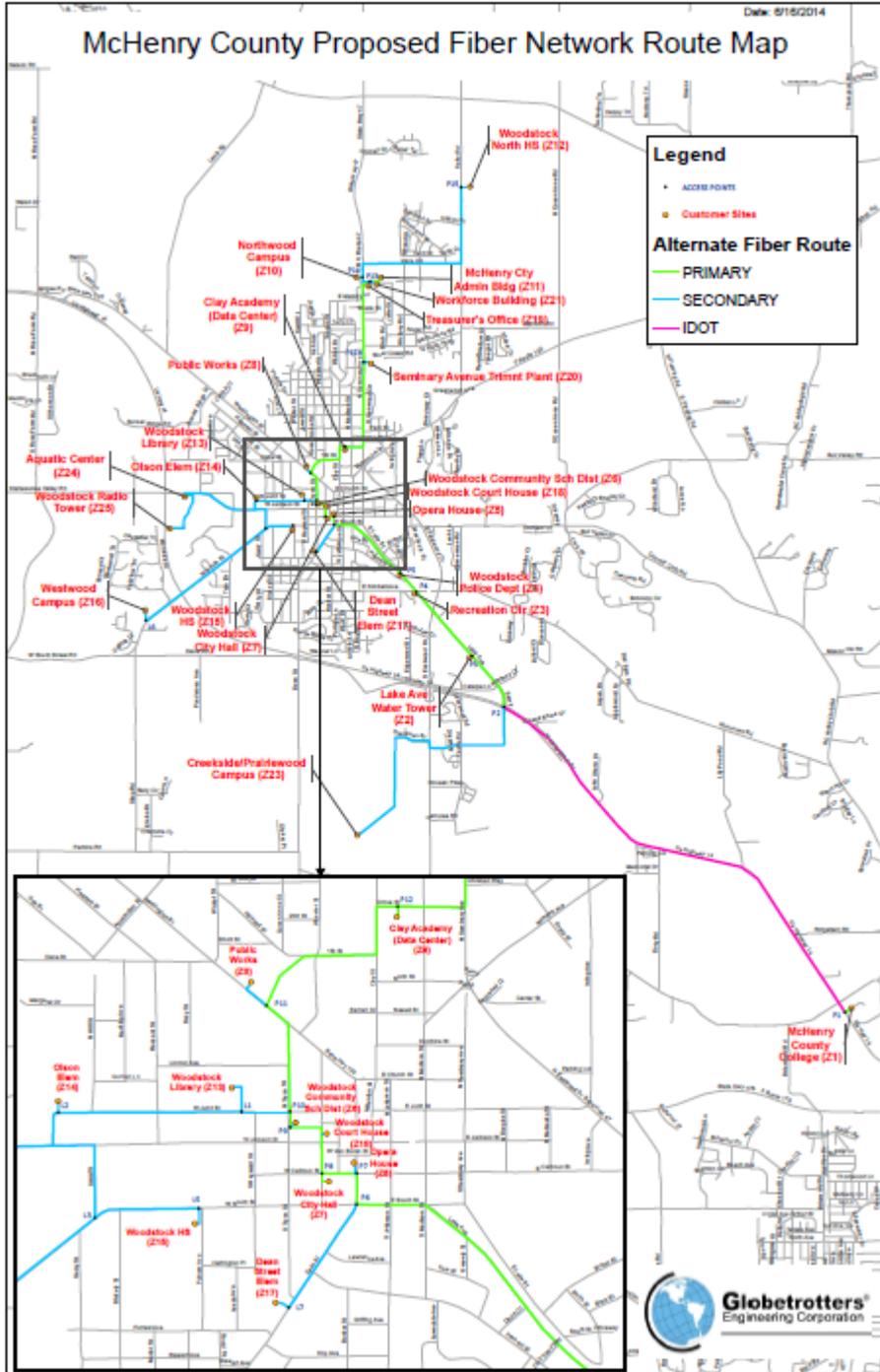
**EXHIBIT A - McHENRY COUNTY BROADBAND FIBER NETWORK  
CONSTRUCTION MAP**

**EXHIBIT B - McHENRY COUNTY BROADBAND FIBER NETWORK  
CONSTRUCTION SEGMENT DESCRIPTION**

**EXHIBIT C - McHENRY COUNTY BROADBAND COST STRUCTURE**

# EXHIBIT A

## MAP



## **EXHIBIT B**

### **McHENRY COUNTY BROADBAND FIBER NETWORK CONSTRUCTION FIBER CONSTRUCTION**

The Network segments and related construction costs are presented in Exhibit A as follows:

*Primary Fiber Backbone* – Tarton Drive and US 14 Right of Way to the County of Woodstock Government Center on Seminary Road, including 12 segments.

*Secondary Fiber Backbone* - 12 Fiber Laterals to connect City and District 200 Sites

*Fiber Laterals* – 21 Fiber Laterals to connect City, District 200 and MCC Sites

#### **FIBER TRANSPORT ELECTRONICS**

Fiber transport electronics consists of high speed network electronic equipment with high bandwidth capabilities and future expansion capabilities. Electronic equipment is required at each site connected to the Network. In addition to the initial cost of the equipment, the transport electronic equipment requires annual maintenance costs to insure ongoing network operations.

#### **WIRELESS LINK**

The Network includes a high speed wireless link between the MCC Campus with the Lake Avenue (City of Woodstock) water tower. This link will be provisioned to provide data connectivity while the duct to be placed by IDOT road construction during 2014 is completed. This radio system may be left in place as a redundant route or may be moved to provide connectivity for other site access once fiber construction is completed. The Wireless Link includes both initial and ongoing maintenance costs.

#### **NETWORK OPERATIONS**

The network will require 24/7/365 support to monitor active network and electronic components, provide problem resolution and repairs in a timely manner and provide regular reporting to County management. Network Operations includes both initial and ongoing maintenance costs. The City will provide Network Operations support and a Contractor will be retained on a time and material basis to provide utility locate services and any fiber break/fix requirements.

**EXHIBIT C**  
**TOTAL COMMITMENT FOR CONSTRUCTION**

<b>TOTAL COMMITMENT</b>	<b>CONSTRUCTION COSTS</b>		<b>ANNUAL MAINTENANCE (first year)</b>	
<b>McHenry Community College</b>	<b>\$ 54,423</b>		<b>\$ 8,405</b>	<b>6.8 %</b>
<b>McHenry County</b>	<b>\$ 760,399</b>		<b>\$42,510</b>	<b>33.8%</b>
<b>District 200 Schools</b>	<b>\$ 806,526</b>		<b>\$33,774</b>	<b>26.8%</b>
<b>City of Woodstock</b>	<b>\$ 386,624</b>		<b>\$33,774</b>	<b>26.8 %</b>
<b>McHenry County ETSB – PSAP</b>	<b>\$105,800</b>		<b>\$7,274</b>	<b>5.8%</b>
<b>TOTAL</b>	<b>\$ 2,113,772</b>		<b>\$125,737</b>	<b>100.0 %</b>



**Human Resources Department**  
Deborah Schober, Director  
121 W. Calhoun Street  
Woodstock, Illinois 60098

phone 815.338.1172  
fax 815.338.2264  
humanresources@woodstockil.gov  
www.woodstockil.gov

## MEMORANDUM

**To:** Mr. Roscoe Stelford, City Manager  
Honorable Mayor and City Council Members

**From:** Deb Schober, Human Resources Director

**Date:** October 10, 2014

**Re:** Approval and Adoption of Proposed Collective Bargaining Agreement between the City of Woodstock and International Union of Operating Engineers (IUOE) Local 150 Covered Members

---

On behalf of the City's Negotiating Team, I am pleased to present the City Council with a proposed collective bargaining agreement between the City of Woodstock and Local 150, representing all of the covered members of the Woodstock Public Works Department. This proposed collective bargaining agreement was ratified by the covered members on Wednesday, October 8<sup>th</sup>.

As a matter of background, the City's Negotiating Team – comprised of me, City Manager Roscoe Stelford, Public Works Director Paul Ruscko, and Finance Director Paul Christensen – started an unprecedented process on September 15<sup>th</sup> to arrive at a new Collective Bargaining Agreement via mediation. In this “thinking outside of the box” process, the City's Negotiating Team (represented by Attorney Jim Baird) and the Local 150 Negotiating Team (employees Rob Lamz and Phil Groh and Local 150 Attorney Ken Edwards) agreed to use grievance Arbitrator Ed Benn as a Mediator to facilitate a new collective bargaining agreement. If the parties were successful in reaching a new Collective Bargaining Agreement from such mediation (and/or subsequent negotiation sessions), then the Union and City agreed to the following: (a) the Union would withdraw with prejudice, two (2) health the grievances that were originally scheduled for an arbitration hearing on September 15<sup>th</sup>, (b) the Union would withdraw with prejudice, its Unfair Labor Practice (ULP) charge for direct dealing in exchange for the City posting an agreed upon notice regarding such and the hearing scheduled for September 25-26 at the Illinois Labor Relations Board to address the ULP would be cancelled, and (c) the Union would withdraw with prejudice, and not advance to arbitration, an open grievance regarding the recent promotion of an employee.

It is important to note that even under these unprecedented circumstances, both teams worked professionally and in partnership to reach the proposed collective bargaining agreement that is being presented for approval.

As the contract negotiation process can be extremely taxing, the City Administration wishes to recognize the significant involvement and commitment of the representatives of the City's Negotiating team and the Local 150 Bargaining Team in reaching the attached proposed agreement. Again, the Local 150 bargaining unit employees ratified the attached proposed agreement on October 8, 2014.

**RECOMMENDATION:**

Therefore, it is recommended that the City Council authorize the City Manager to execute the attached agreement identified as Document # 4, “Collective Bargaining Agreement Between the City of Woodstock and the International Union of Operating Engineers, Local 150, Public Employees Division” for all Public Works bargaining unit employees for the period of May 1, 2014 through April 30, 2018.



Reviewed and Approved by:

*Roscoe C. Stelford III*

City Manager



# **COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

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

**AND**

**CITY OF WOODSTOCK, ILLINOIS**

**May 1, 2014 through April 30, 2018**

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## **PREAMBLE**

This AGREEMENT entered into by the CITY OF WOODSTOCK, ILLINOIS (hereinafter referred to as the "City" or the "Employer") and the INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 150 (hereinafter referred to as the "Union") is in recognition of the Union's status as the representative of certain specified full-time employees of the City's Public Works Department, and has as its intent and purpose the establishment of an entire agreement covering all rates of pay, hours of work and conditions of employment applicable to bargaining unit employees during the term of this Agreement; the promotion of good working relations between the Employer and the Union; to encourage and improve efficiency and productivity; to prevent interruptions of work and interference with the operation of the City; and the establishment of an orderly procedure for the resolution of grievances as provided herein.

Therefore, in consideration of the mutual promises and agreements contained in this Agreement, the Employer and the Union do mutually promise and agree as follows:

## **ARTICLE I - RECOGNITION**

### **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 within the collective bargaining unit within the Employer's Department of Public Works, as certified by the Illinois State Labor Relations Board in No.: S-RC-11-039 and the Lab Manager and Water Treatment Operator I and Water Treatment Operator II's.

### **Section 1.2 New Positions**

The City shall within fifteen (15) calendar days notify the Union of its decision to implement any new position(s) pertaining to work of a nature performed by bargaining unit members. If the new position is a successor title to a position covered by the Agreement and the job duties are not significantly altered or changed, the new position shall automatically become a part of this Agreement. The City shall establish the wage rate and working conditions for the new position until such time the parties have concluded negotiations. If the parties do not agree, both parties agree to arbitration.

### **Section 1.3 Duty of Fair Representation**

The Union recognizes its responsibility as the exclusive bargaining agent for the employees in the bargaining unit covered by this Agreement, and the Union agrees to fulfill its duty to fairly represent all employees in the bargaining unit, whether or not they are members of the Union.

## **ARTICLE II - MANAGEMENT RIGHTS**

### **Section 2.1 Management Rights**

Except as specifically limited by the express provisions of this Agreement, the City retains all traditional rights to manage and direct the affairs of the City in all of its various aspects and to manage and direct its employees, to make and implement decisions with respect to the operation and management of its operations in all respects, including all rights and authority possessed or exercised by the City prior to the recognition of the Union as the bargaining agent for the employees covered by this Agreement. These rights and authority include, but are not limited to, the following: to plan, direct, control and determine all the operations and services of the City; to determine the City's mission, policies, procedures, and to set all standards of service offered in the community; to determine the budget, and to allocate budgetary priorities; to utilize and select suppliers and subcontractors; to supervise and direct the working forces; to establish the qualifications for hire and conditions for continued employment; to determine reasonable standards of conduct, both on and off duty, to the extent permitted by federal and state law; to select, hire, train, evaluate, promote, demote and transfer employees; to discipline and discharge employees for just cause (probationary employees without cause); to schedule and assign work and work duties; to assign overtime; to establish and enforce reasonable work, productivity and performance standards and, from time to time, to change those standards; to determine the methods, means, organization and number of personnel by which City operations and services shall be provided or purchased; to determine whether services are to be provided by employees covered by this Agreement or by other employees or non-employees not covered by this Agreement; to make, alter and enforce reasonable rules, regulations, orders and policies; to change or eliminate existing methods, equipment or facilities; to layoff or otherwise relieve employees from duty because of lack of work or for other reasons; and to take any and all actions as may be necessary to carry out the mission, duties and responsibilities of the City in situations of local disaster or civil emergencies as may be formally declared by the Mayor or his designee to declare that a local disaster or civil emergency condition exists. In the event of such emergency action, the provisions of this Agreement may be suspended, except for rates of pay. A local disaster or civil emergency shall include, but is not limited to, riots, civil disorder, and natural or manmade disaster conditions. For the purposes of this Agreement, an "emergency" is defined as a sudden, unexpected state of affairs requiring the immediate use of City resources.

## **ARTICLE III - UNION SECURITY AND RIGHTS**

### **Section 3.1 Dues and Fair Share Check-Off**

While this Agreement is in effect, the City will deduct the appropriate biweekly amount of dues or fair share fees from each employee in the bargaining unit who has filed with the City a lawful, voluntary, effective check-off authorization form. Check-off authorization forms shall be supplied by the Union. The City will honor all executed check-off authorization forms received

no later than ten (10) working days (i.e., days the City's administrative offices are open) prior to the next deduction date. If a conflict exists between the check-off authorization form and this Article, the terms of this Article and Agreement control.

Total deductions collected for each month shall be remitted by the City to the Union by the tenth (10<sup>th</sup>) of the following month, together with a list of employees for whom deductions have been made. Dues and fair share fees deducted shall be sent to the official address designated in writing to the Employer by the Union. The Union agrees to refund to the employee any amounts paid to the Union in error on account of this dues deduction provision.

Dues or fair share shall be withheld and remitted to the Union unless or until such time as the City receives ten (10) working days written notice a revocation of dues and fair share check-off from an employee, or other timely notice of an employee's death, transfer from covered employment, termination of covered employment, or when there are insufficient funds available in the employee's earnings after withholding all other legal and required deductions. Information concerning dues and fair share not deducted under this Article shall be forwarded to the Union, and this action will discharge the City's only responsibility with regard to such cases. The City shall provide the Union with a copy of any revocation of dues deduction authorization within seven (7) calendar days of the date the revocation is received by the City. Semiannually, the City shall provide the Union with a list of all employees in the bargaining unit, their fair share/dues status, and the amount paid in the previous six-month period. Deductions shall cease at such time as a strike or work stoppage occurs in violation of Article VIII (No Strike-No Lockout).

The actual dues and fair share amounts to be deducted shall be certified in writing to the City by the Union. Dues and fair share fees shall each be uniform in dollar amount for all employees in order to ease the Employer's burden of administering this provision. The Union may charge the fixed uniform dollar amounts of its regular monthly dues and fair share fees once each calendar year during the life of this Agreement. The Union will give the City thirty (30) calendar days' notice of any such change in the amount of uniform dues or fair share fees to be deducted.

### **Section 3.2 Fair Share**

During the term of this Agreement, bargaining unit members who are not members of the Union shall, commencing thirty (30) days after their employment or thirty (30) days after the effective date of this Agreement, whichever is later, pay a uniform fair share fee to the Union for collective bargaining and contract administration services rendered by the Union, provided that the fair share fee shall not exceed the dues attributable for being a member of the Union. A check-off authorization card will not be required for the withholding of fair share fees. The Union shall periodically submit to the City a list of employees covered by the Agreement who are not members of the Union. The fair share fee shall not include contributions related to the election or support of any candidate for political office, or for any member-only benefit.

The Union agrees to assume full responsibility to insure full compliance with the requirements set forth by the United States Supreme Court in Chicago Teachers Union v. Hudson, 106 U.S. 1066 (1986), with respect to the constitutional rights of fair share payers as well as all applicable provisions of the Illinois Public Labor Relations Act and rules and regulations promulgated there under relating to fair share fees. It is specifically agreed that any dispute a fair share fee payer may have with the Union concerning the amount of the fair share fee and/or the responsibilities of the Union with respect to fair share payers shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall direct the Union to pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the affected non-member and the Union are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois State Labor Relations Board and the payment shall be made to said organization.

### **Section 3.3 Bulletin Board**

The Employer shall provide space for one Union bulletin board at 326 Washington Street, 1965 Tappan Street and 1500 Seminary Street. The bulletin boards shall be for the sole and exclusive use of the Union. Postings will not be defamatory, derogatory or inflammatory and political postings will be limited to federal and statewide elections.

### **Section 3.4 Union Indemnification**

The Union shall indemnify, defend and hold harmless the City and its officials, representatives and agents against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions of this Article.

### **Section 3.5 Union Officials**

The Union shall advise the City Administration of the names of the Union Stewards. It is expressly understood that the Stewards do not have authority to modify, alter, amend, etc. this collective bargaining agreement.

## **ARTICLE IV - LABOR-MANAGEMENT MEETINGS**

### **Section 4.1 Meeting Request**

The Union and the City agree that, in the interest of efficient management and harmonious employee relations, meetings to be held up to once quarterly at the request of either party or at other times mutually agreed between Union representatives and the Director of Public Works, Human Resources Director and/or the City Manager. Such meetings may be requested by either party at least seven (7) days in advance by placing in writing a request to the other for

a “labor-management meeting” and expressly providing the agenda for such meeting. Such meetings and locations, if mutually agreed upon, shall be limited to:

- (a) discussion on the implementation and general administration of this Agreement;
- (b) a sharing of general information of interest to the parties;
- (c) notifying the Union of changes in conditions of employment contemplated by the Employer which may affect employees;
- (d) issues or concerns involving safety.

#### **Section 4.2 Content**

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at “labor-management meetings” nor shall negotiations for the purpose of adding to or altering any of the terms of this Agreement be carried on at such meetings.

#### **Section 4.3 Attendance**

Attendance at labor-management meetings shall be voluntary on the employee’s part, and attendance by off-duty personnel during such meetings shall not be considered time worked for compensation purposes. If the labor management meetings are scheduled at the request or consent of the City during the regularly scheduled duty hours of one or two employee Union representatives, and if it is mutually agreed between the Director of Public Works or his/her designee and the Union, such employee Union representative(s) shall be released from duty without loss of pay, provided they shall remain available to return to duty if needed. Normally, up to three (3) persons from each side shall attend these meetings, schedules permitting.

### **ARTICLE V - HOURS OF WORK AND OVERTIME**

#### **Section 5.1 General Provisions**

- A.) Purpose of Article. The sole purpose of this article is to provide a basis for the calculation of straight time and overtime wage rates. The Employer’s pay records, practices, policies and other procedures shall govern the payment of all wages. This Article is intended only as a basis for computing overtime consistent with the provisions of the Fair Labor Standards Act. This Article is not intended to establish a right to compensation in any form for time not worked except as specifically provided for in this Agreement.
  
- B.) No Pyramiding. Compensation shall not be paid more than once for the same hours under any provision of this Agreement.

## **Section 5.2 Normal Work Period, Workday and Work Schedule**

A.) For all employees (except those in the Water Treatment Division whose workday and workweek schedules shall continue as per current or agreed upon practice), the workday and workweek shall be according to the following schedule:

Monday through Friday – 7:00 am to 3:30 pm, except as follows:

1. The City may schedule up to two (2) bargaining unit employees from the Parks Division (one (1) employee whose regular schedule is as set forth in number 7 below and one (1) employee to train “the Saturday” employee and be scheduled for up to one (1) special event per year) and up to two (2) bargaining unit employees from the Street Division (one (1) employee whose regular schedule is as set forth in number 8 below and one (1) employee to train “the Sunday” employee and be scheduled for up to one (1) special event per year) for eight (8) hours that begins at 6:00 am on Saturday and Sunday at straight time (unless a holiday falls on the weekend, at which point it shall be paid at double time for all hours worked.)
  - a. In the absence of the employees set forth in numbers 7 and 8 below whether the absence is due to position vacancy, benefit time usage, or approved leave of absence, the work hours for the positions set forth in number 1 above will be staffed by seeking volunteers first and then using a rotating inverse seniority list. A minimum of two (2) weeks’ notice will be provided for staffing vacations with a one (1) week notice for all other situations. If proper notice is not provided, the City shall fill the absence by using the overtime rotation process.
  - b. The two (2) employees referenced in this section shall include the employees in the positions referenced in numbers 7 and 8 below. The positions referenced in numbers 7 and 8 are on a trial basis. If it is reasonably determined by the Director of Public Works that the proposed schedule is not providing the necessary workforce, numbers 1, 7, and 8 revert to the language agreed between the parties prior to their 2014 agreement, including the practice of using a rotating scheduling list with the exception that there will be only one (1) employee scheduled to work the weekend hours and one (1) additional employee when there is a special event, up to one time per year.
2. The City may schedule up to five (5) employees for ball field maintenance for up to eight (8) hours that may begin as early as 5:00 am on Saturday and Sunday. Hours worked shall be paid on straight-time rate on Saturday and at the overtime rate on Sunday (unless a holiday falls on the weekend, at which point it shall be paid at double time for all hours worked.)
3. For street sweeping operations within the Street Division, the City may schedule one(1) employee on Monday and one (1) employee on Friday to work from 3:00 am until 11:30 am, from April 1<sup>st</sup> through October 31<sup>st</sup> of each year.

4. In the Fleet Maintenance Division, the City may schedule one (1) employee from 6:30 am to 3:00 pm, Monday through Friday, between October 1<sup>st</sup> and November 30<sup>th</sup>.
5. In the Wastewater Division, the City may schedule one (1) employee Saturday and Sunday year round for up to three (3) hours that may begin as early as 6:00 am. In such instances, the scheduled employee shall leave early during the same FLSA work week for up to three (3) hours, such day to be approved by the supervisor.
6. The City may schedule up to two (2) employees in the Parks Division to work 5:00 am to 1:30 pm, Monday through Friday in the month of November.
7. The City may regularly schedule up to one (1) employee in the Parks Division to work Tuesday through Friday, 7:00 am to 3:30 pm and Saturday, 6:00 am to 2:30 pm. Such employee is disallowed from taking compensatory time on a Saturday. It is expressly agreed that this person shall be one of the next full time employees hired after the ratification date of this agreement for the Parks Division. Thereafter, if said employee is promoted, transfers to another position, or is no longer employed by the City, the City may temporarily fill this position via the rotation system in effect prior to the start of this Agreement and will hire another employee for this position as soon as practicable.
8. The City may regularly schedule up to one (1) employee in the Streets Division to work Sunday, 6:00 am to 2:30 pm and Monday through Thursday, 7:00 am to 3:30 pm. Such employee is disallowed from taking compensatory time on a Sunday. It is expressly agreed that this person shall be one of the next full time employees hired after the ratification date of this agreement for the Streets Division. Thereafter, if said employee is promoted, transfers to another position, or is no longer employed by the City, the City may temporarily fill this position via the rotation system in effect prior to the start of this Agreement and will hire another employee for this position as soon as practicable.
9. The City, in an effort to accommodate employee training, may discuss with the employee and/or Union alternate work hours and/or compensation in accordance with FLSA standards, rather than CBA standards in order to effectuate training in the most cost effective manner.

As referenced in numbers 1 and 7 above, when a Parks employee is scheduled to work on a Saturday, the employee will take off the same amount of work hours on one day (Monday, Tuesday, Wednesday, Thursday) of the same FLSA week. During January, February, March and April, an employee may request Friday. The day off shall be selected by the employee with the approval of the Supervisor, such approval not to be unreasonably denied

As referenced in numbers 1 and 8 above, when a Streets employee is scheduled to work on a Sunday will be off the Friday of the same FLSA week. An employee may select a different day off during the same FLSA week with the approval of the Supervisor, such approval not to be unreasonably denied.

- B.) Water Treatment Division Hours** - In the Water Treatment Division, the City may schedule employees to cover two (2) shifts (7:00 am – 3:30 pm and 3:00 pm – 11:30 pm) Sunday through Saturday. Due to the unique hours and operations of the Water Treatment and Wastewater Treatment Divisions of Woodstock Public Works, holidays shall be kept off of the overtime rotation lists for these two (2) divisions only. If a holiday falls during an employee's normal work schedule, then he/she is responsible to either work such holiday or find another qualified employee to work for him/her. This shall only apply to the Water Treatment and Wastewater Treatment Divisions and shall not affect any other division within the Woodstock Public Works Department.
- C.) Lunch Period** - Employees will receive a ½ hour unpaid lunch. Employees will be permitted up to 10 minutes of drive/wash-up time in addition to the unpaid lunch period. Furthermore, where the City determines that employees work through their lunch period, employees may be allowed to leave work 30 minutes early, take a later lunch period, or shall be compensated at the appropriate rate of overtime, as determined by the supervisor, should an employee not be authorized to leave early or take a later lunch period.
- D.) Breaks and Clean up Time** - Employees will be provided with a fifteen (15) minute paid work break in the morning and a ten (10) minute paid work break in the afternoon. Breaks are to be taken at a time designated by the Supervisor but generally will be in the middle of the morning and in the middle of the afternoon. Employees are allowed a ten (10) minute clean-up period before the end of the work day. An employee shall not receive additional compensation if they do not take the breaks and/or clean-up time.

### **Section 5.3 Overtime Pay**

When a bargaining unit member works more than eight (8) hours in a workday or forty (40) hours in a seven (7) day work period, he/she shall be paid at a rate of one and one-half (1 1/2) times his/her regular straight-time hourly rate of pay for each overtime hour worked, unless hours are to be paid at double (2) time as provided elsewhere within this agreement. Overtime pay shall be received in fifteen (15) minute increments as provided by the Fair Labor Standards Act (FLSA). Use of paid benefit leave (e.g. vacation, floating holiday, compensatory time and sick leave) will be considered as time worked for purposes of determining overtime pay as well as any other paid time off.

For scheduled or unscheduled overtime, a paid fifteen (15) minute break shall be available upon completion of every four (4) hours of overtime worked. Such paid breaks shall be in lieu of unpaid lunch periods; therefore no unpaid lunch period will occur during scheduled or unscheduled overtime. It shall be the employee's choice to take the break with the understanding that breaks are to be taken at a time designated by the Supervisor. An employee shall not receive additional compensation if he/she does not take the break(s.)

### **Section 5.4 Overtime Assignments**

The City Manager, Deputy City Manager, Public Works Director, Assistant Public Works Director, supervisor or their designee(s) shall have the right to designate overtime work and

bargaining unit members may not refuse overtime assignments without good cause. The employer may request documentation of good cause. The following shall apply to overtime assignments:

- A.) In general, bargaining unit members already assigned to a task and activity shall be utilized to complete work in progress, if overtime is assigned by the City.
- B.) Specific bargaining unit members may be assigned for overtime work based on specific skills, qualifications, ability and experiences suitable to the task to be performed at the reasonable discretion of the Public Works Director or his/her designee.
- C.) When the City assigns overtime to bargaining unit members, such overtime shall be assigned on a rotating basis according to Section 5.5 of this Agreement.

### **Section 5.5 Rotation of Overtime Assignments**

It is the intent of the Department of Public Works to assign overtime to employees in an equitable manner via a rotating list. As stated in the Section 5.4 above, the City reserves the right to assign overtime based on specific skills, qualifications, ability and experiences suitable for certain tasks.

#### **A. Eligibility**

This procedure for assigning overtime applies to all non-exempt employees, bargaining unit or otherwise, in each of the divisions of the Public Works Department.

#### **B. Definitions**

The Department of Public Works will maintain two (2) separate overtime assignment rotation lists initially sorted by seniority, based on hire date; one (1) list will be Division specific and the second will be a list containing all Public Works employees. The lists will contain all bargaining unit employees in each of the divisions of the Public Works Department and two (2) contact telephone numbers, if provided by the employee. The divisions are defined as:

- Parks Division
- Streets Division
- Sewer and Water Maintenance Division
- Fleet Maintenance Division
- Waste Water Treatment Division
- Water Treatment Division

Division specific overtime assignments may occur when the nature of the work to be performed has historically been done by a specific division. Non-division specific overtime assignments may occur when the nature of the work to be performed has historically not been assigned to any specific division.

### C. Procedure

Overtime will be assigned by following the procedure below and calling the employees on the applicable lists at the telephone numbers listed. No answer at both numbers, if applicable, will be considered a denial of overtime assignment (with/without good cause to be determined later), causing rotation to the bottom of the list, and the next employee on the list to be called. Per Section 5.4 above, bargaining unit members may not refuse overtime assignments without good cause.

When assigning overtime, the respective division specific list(s) will be exhausted before the non-division specific list is used. Both lists will be maintained in a rolling manner with the names moving from the top of the list to the bottom of the list once an overtime assignment occurs, regardless of the assignment being accepted or refused (with or without good cause).

With the exception of weather events or emergency situations, employees off work on benefit time and marked as unavailable will not be called for overtime assignments, but will be included in the rotation by moving to the bottom of the list if an assignment were to arise for which they were unavailable. The applicable division specific list(s) will be updated and rotated following the occurrence of overtime assignments and calls made from the list. The overall (all of Public Works) list will be updated and rotated within the first business day following the occurrence of overtime assignments and calls made from the list.

1. As indicated in Section 5.4 above, for the purpose of assigning division specific overtime, bargaining unit members already assigned to a task and activity shall be utilized to complete the work in progress. Likewise, employees already at work, such as on Saturdays or Sundays, will be used to complete tasks in lieu of placing an overtime assignment call.
2. If the overtime does not involve an overtime assignment as designated in item #1, the on-call person for that division (if one has been designated) shall be the first employee assigned the overtime each time, for the one week period they remain on-call.
3. If the overtime does not involve an overtime assignment as designated in item #1, or requires more than the on-call person (if one has been designated), employees within the division normally assigned the task shall be assigned the overtime. Overtime assignments will be made to employees on a rotating basis, beginning by seniority as determined utilizing their respective hire dates.
4. If the overtime assignments needs cannot be met within the division, employees from other divisions shall be utilized to complete the task. Overtime assignments will be made to employees qualified to perform the work on a rotating basis, beginning by seniority as determined utilizing their respective hire dates.

### **Section 5.6 Callback Pay**

A callback is defined as a work assignment which does not immediately follow an employee's scheduled working hours. Bargaining unit members who are assigned to continue work beyond their scheduled work day and who do not leave work, shall be paid for the time actually worked, which will not be considered a callback. An employee called back to work after having left work shall receive a minimum of two (2) hours pay at overtime rates. Once the employee completes the task for which he/she was called back, he/she shall be released unless additional work arises resulting in additional callback situations prior to the employee completing the original callback duties. For the purposes of this section, callback duties will have concluded after the employee has completed the tasks assigned to the callback situation and the employee departs from the city's facilities.

### **Section 5.7 On-Call Pay**

Employees designated by the City to be on call shall be compensated at a rate of one-hundred dollars (\$100.00) per week for remaining on call. Employees may trade on-call assignments, so long as they provide notice to the Department Director or whomever he/she designates. On-call pay shall not apply to any situation where employees are given notice of weather conditions which may result in the employee being called into work. An employee on call will not be removed from being on call due to weather bulletins.

### **Section 5.8 Maximum Hours**

Except in an emergency, no bargaining unit member shall work more than sixteen (16) consecutive hours in a twenty-four hour period.

### **Section 5.9 Compensatory Time**

Where requested by the bargaining unit member, the City shall grant compensatory time for all overtime hours worked. Up to a maximum of forty (40) hours of compensatory time per member, may be carried, at any one time. Bargaining unit members requesting the use of compensatory time shall submit a written request seven (7) calendar days in advance of the time-off requested except in extenuating circumstances, and such requests may be denied based upon a reason(s) which is neither arbitrary nor capricious. Compensatory time off shall be taken in no less than one (1) hour increments

The granting or denial of compensatory time use shall be up to the Director of Public Works, Assistant Director of Public Works, Supervisor or their designee, such approval not to be unreasonably denied. In no event shall compensatory time be converted to cash compensation, except upon retirement or separation.

### **Section 5.10 Snow Plan Scheduling Provisions**

If an employee is told to not report to work at the start of the scheduled work day due to a snow or ice event or an employee's overtime work period ends during his/her scheduled work period due to a snow or ice event, the employee shall be able to utilize accrued benefit time (except sick time), if he/she desires, to fill in the remainder of the regular work day. Any

applicable advance notification and/or minimum increment requirements for usage of comp time and/or vacation time will be waived in such instances. Should an employee not have any accrued benefit time, he/she shall be able to borrow against future accumulation of vacation hours and/or floating holiday hours.

It is expressly agreed that except for disciplinary reasons/suspension, suspensions pending investigation, and/or medical reasons, the only time employees may be told to stay home during their scheduled work periods shall be during snow and ice events. In such events the City will provide the affected employees with as much notice as possible, but no less than twelve (12) hours.

If an employee is told to stay home during his/her workday, the following shall apply:

- A. The employee shall have the option of using accrued vacation, holiday and/or compensatory time to make up the eight (8) straight time hours if he/she so chooses.
- B. The employee shall receive eight (8) hours of either work or pay that day in accordance with this Section. If the employee comes in, he/she shall be compensated at the overtime rate for all hours outside of his/her scheduled time. If he/she begins working and is subsequently sent home, he/she shall be permitted to use accrued benefit time if he/she chooses to do so, to make up the eight (8) hours of straight time, no matter how many hours of overtime he/she has worked. (Attached as Appendix D are some examples of how this process shall be administered.)

The City will provide the Union with the opportunity to comment on the preparation of the annual snow/ice plan (a once a year initiative) each year in a Labor-Management meeting.

## **ARTICLE VI - SENIORITY, LAYOFF RECALL, AND JOB POSTING**

### **Section 6.1 Definition of Seniority**

For purposes of this Agreement, seniority shall be defined as an employee's length of continuous service from the last date of beginning continuous full-time employment in a position covered by this Agreement. Seniority shall accumulate during all authorized paid leaves of absence and during authorized unpaid leaves of absence, suspensions or layoffs of thirty (30) days or less. Seniority shall not accumulate from the first day of an authorized unpaid leave of absence, suspension or layoff of more than thirty (30) calendar days. Conflicts of seniority shall be determined on the basis of the alphabetical order of the employee's last name.

### **Section 6.2 Probationary Period**

All new employees and those hired after loss of seniority shall be considered probationary employees until they have completed a probationary period of nine (9) months of work. The

probationary period may be extended up to three (3) months by the Director of Public Works or his/her designee. Should the Director of Public Works or his/her designee determine to extend the probation of an employee, he/she shall provide a written notice to the employee of the extension and the reasons for the extension. Time absent from duty or not served for any reason (such as, including but not limited to, unpaid leave of absence (including duty-related injury or illness), jury duty, military leave, etc.) shall not apply toward satisfaction of the probationary period, except for holidays, vacation and paid sick leave. Probationary employees shall be entitled to all rights, privileges and benefits provided for in this Agreement, except that during an employee's probationary period, the employee may be terminated without cause. Such probationary employee shall have no recourse to the grievance procedure to contest a layoff, termination or extension of probation. Furthermore, there shall be no seniority among probationary employees for purpose of layoffs. Upon successful completion of the probationary period, an employee shall acquire seniority which shall be retroactive to his last date of hire with the City in a position covered by this Agreement.

### **Section 6.3 Seniority List**

On or about November 15 of each year, the City will provide the Union with a seniority list of all employees in the bargaining unit setting forth each employee's seniority date and job classification. The City shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the City in writing within fourteen (14) calendar days after the Union's receipt of the list. Upon requesting in writing to the Director of Public Works, an updated seniority list will be provided to the Union during the course of the year.

### **Section 6.4 Layoff**

The City, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this Agreement in the affected job classification(s) will be laid off in accordance with their length of service, provided, however, that (1) probationary employees shall be selected for layoff based on relative skill and ability as determined by the Director of Public Works or his/her designee and not based on their seniority, and (2) the remaining employees must be qualified to do the remaining work without further training. If a non-probationary employee is laid off from their job classification, he/she may bump another less senior employee in an equal or lower-rated job classification in the bargaining unit if the City determines in its sole judgment that the employee to be bumped does not have greater skill and ability to carry out the duties of his/her job than the more senior employee. In the event a non-probationary employee is laid off pursuant to this Section 6.4 ahead of a probationary employee who possesses skills or qualifications not possessed by any non-probationary employee, said non-probationary employee(s) shall be given an additional six (6) months (up to a total of twenty-four (24) months) for purposes of recall pursuant to Section 6.5.

### **Section 6.5 Recall**

Employees (including probationary employees) who are laid off shall be placed on a recall list, in the reverse order of their layoff, for a period of eighteen (18) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff,

provided they meet the City's medical, physical fitness, and mental standards and are fully qualified to perform the work to which they are recalled without further training. An employee who is recalled and fails to meet such standards at the time of recall shall be passed over and returned to the top of the recall list; such an employee will be eligible for a second recall for a future vacancy so long as he remains on the recall list. An employee's seniority will be terminated if he fails such standards upon a second recall.

Employees who are eligible for recall shall be given at least fourteen (14) calendar days' notice of recall (with the first of the fourteen (14) calendar days being the date the notice to the employee is postmarked). The notice of recall shall be sent to the employee by certified mail, return receipt requested, with a copy similarly mailed or personally delivered to a designated representative of the Union. The employee must notify the Director of Public Works or his/her designee of his/her intention to return to work within three (3) calendar days after receiving notice of recall (but in no event later than fourteen (14) calendar days from the date of postmark of the notice of recall). The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of each employee to provide the Director of Public Works or his/her designee with his/her latest mailing address. If an employee fails to timely respond to a recall notice or if an employee either declines the recall or does not report to work as scheduled, his/her name shall be removed from the recall list. If the City has not heard from the employee within fourteen (14) calendar days of mailing a properly addressed notice of recall, or if the notice is returned as undeliverable by the United States Postal Service, whichever occurs first, the employee's name shall be removed from the recall list.

#### **Section 6.6 Termination of Seniority**

Seniority for all purposes and the employment relationship shall be terminated if the employee:

- A.) quits;
- B.) is discharged;
- C.) retires or is retired;
- D.) falsifies the reason for a leave of absence or is found to be working during a leave of absence without prior written approval of the Director of Public Works or his/her designee.
- E.) fails to report to work at the conclusion of an authorized leave of absence, layoff or vacation;
- F.) is laid off and fails to respond to a notice of recall within three (3) calendar days after receiving notice of recall or to report for work at the time prescribed in the notice of recall or otherwise does not timely respond to a notice of recall as provided in Section 6.5 of this Agreement;
- G.) is laid off or otherwise does not perform bargaining unit work for the City for a period in excess of twelve (12) months; or
- H.) is absent for three (3) consecutive working days without notification to or authorization from the City, except for good cause shown due to circumstances beyond the control of the employee.

### **Section 6.7 Job Posting**

The City will post, on the Union bulletin boards all bargaining unit job openings. Union openings will not be filled until fourteen calendar days after posting.

### **Section 6.8 Filling of Vacancies**

When the City determines to fill a vacancy in the bargaining unit, the City will select the most qualified employee for said vacancy. When two employees are equally qualified, the City shall select the most senior employee who applies for the position.

## **ARTICLE VII - GRIEVANCE PROCEDURE**

### **Section 7.1 Definition**

"Grievance" is defined as a dispute or difference of opinion raised under and during the term of this Agreement by a bargaining unit member or Union against the City involving an alleged violation, misinterpretation or misapplication of an expressed written provision of this Agreement.

### **Section 7.2 Procedure**

A grievance filed against the City will be processed in the following manner. The parties may bypass one or more steps of the following procedure by written mutual agreement:

Step 1: The Union or a bargaining unit member may file a grievance by submitting it in writing to the Public Works Director or Assistant Public Works Director within seven (7) calendar days after the occurrence or after the bargaining unit member knew or should have known of the occurrence. The grievance shall specifically state the facts, relevant dates, provision violated and relief requested. The Director or Assistant Public Works Director shall meet to discuss the grievance with the grievant, the Steward and/or a Union Official at a mutually agreeable time within fifteen (15) business days of his/her receipt of the grievance. If no settlement of the grievance is reached, the Director or Assistant Public Works Director will provide a written answer within fifteen (15) business days (Monday through Friday) of the meeting, or if no meeting is held, within fifteen (15) business days (Monday through Friday) of his/her receipt of the grievance.

Step 2: If the grievance is not settled at Step 1 and the grievant wishes to appeal to Step 2 of the grievance procedure, it shall be submitted in writing to the Director of Human Resources within fifteen (15) business days after receipt of the City's answer in Step 1 or within fifteen (15) business days of when the City's answer in Step 1 was due. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step of the grievance procedure. The Director of Human Resources shall meet to discuss the grievance with the grievant, the Steward and/or the Union Official at a mutually agreeable time within fifteen (15) business days of his/her receipt of the grievance. The

Director of Human Resources will provide a written answer within fifteen (15) business days of the meeting or, if no meeting is held, within fifteen (15) business days after his/her receipt of the grievance.

Step 3: If the grievance is not settled at Step 2 and the grievant wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be submitted in writing to the City Manager within fifteen (15) business days after receipt of the City's answer in Step 2 or within fifteen (15) business days of when the City's answer in Step 2 was due. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step of the grievance procedure. The City Manager or his/her designee shall investigate the grievance and, in the course of such investigation, shall meet to discuss the grievance within fifteen (15) business days with the grievant, the Steward and/or a Union Official. If no settlement of the grievance is reached, the City Manager and/or his/her designee shall provide a written answer to the grievant and a designated Union Official within fifteen (15) business days following the meeting or, if no meeting is held, within fifteen (15) business days after his/her receipt of the appeal.

### **Section 7.3 Arbitration**

If the grievance is not settled in Step 3 and the grievant wishes to appeal the grievance from Step 3 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, within seven (7) calendar days of receipt of the City's written answer as provided to the Union in Step 3 or within seven (7) calendar days of when the City's answer in Step 3 was due:

- A.) The parties shall attempt to agree upon an arbitrator within ten (10) business days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said ten (10) day period, the parties shall jointly request the Federal Mediation and Conciliation Service or American Arbitration Association (AAA) to submit a panel of seven (7) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the City and the Union shall have the right to alternately strike names from the panel, with the Union striking first. The person remaining shall be the arbitrator.
- B.) The arbitrator shall be notified jointly by the parties of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and City representatives.
- C.) The City and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The City and the Union retain the right to employ legal counsel.
- D.) The arbitrator shall submit his/her decision in writing within thirty (30) business days following the close of the hearing or the submission of briefs by the parties, whichever is later.

- E.) More than one grievance may be submitted to the same arbitrator only if both parties mutually agree to do so in writing.
- F.) The fees and expenses of the arbitrator shall be divided equally between the City and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses. The cost of a court reporter shall be borne on the party requesting the court reporter with a copy sent to the arbitrator, unless the other party requests a copy in which case the parties shall split the cost.

#### **Section 7.4 Limitations on Authority of Arbitrator**

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at Step 3. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws or court decisions, or rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the City under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section 7.4 shall be final and binding upon the City, Union and the bargaining members covered by this Agreement.

#### **Section 7.5 Time Limit for Filing**

No grievance shall be entertained or processed unless it is submitted at Step 1 within seven (7) calendar days after the bargaining unit member or Union through the use of reasonable diligence, could have obtained knowledge of the occurrence of the first event giving rise to the grievance.

If a grievance is not presented by the bargaining unit member or the Union within the time limits, it shall be considered “waived” and cannot be pursued further. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City’s last answer. If the City does not hold a meeting or answer a grievance or an appeal thereof within the specified time limits, the aggrieved bargaining unit member may elect to treat the grievance as denied at that step and immediately appeal to the next step based on the time limits set forth in this Article.

#### **Section 7.6 Miscellaneous**

No member of the bargaining unit shall have any authority to respond to a grievance being processed in accordance with the grievance procedure set forth in this Article. Moreover, no action, statement, agreement, settlement, or representations made by any member of any bargaining unit or other City bargaining unit member represented by any Union shall impose

any obligation or duty or be considered to be authorized by or binding upon the City unless and until the City has agreed thereto in writing.

### **Section 7.7 Grievance Form**

Any grievance will be addressed using a Grievance Form as a method to track the process.

## **ARTICLE VIII - NO STRIKE-NO LOCKOUT**

### **Section 8.1 Strikes Prohibited**

During the term of this Agreement, neither the Union nor any of its officers or agents, nor any employees covered by this Agreement will, for any reason, instigate, promote, sponsor, aid, condone or engage in any strike, sympathy strike, boycott, secondary boycott, residential picketing or hand-billing, work slowdown, speed-up, sit-down, concerted disobedience of lawful orders of a superior, concerted stoppage of work, concerted refusal to perform overtime, deliberate absenteeism, picketing of any kind or any other intentional interruption or disruption of the operations of the City.

### **Section 8.2 Violations of This Article**

Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City, and the only issue that may be raised in any proceeding in which such discipline or discharge is challenged is whether or not the employee actually engaged in such prohibited conduct. Such discipline may include any, some or all of the employees involved. The failure to confer a penalty in any instance is not a waiver of such right in any instance nor is it a precedent. Any disciplinary action taken by the City for employee activities prohibited by this Article shall not be considered a violation of this Agreement and shall not be subject to the grievance and arbitration procedures of this Agreement.

### **Section 8.3 Union Notification of Employees**

The Union agrees to notify all Union Officials and agents of their obligations and responsibility for maintaining compliance with this Article, including their responsibility to abide by the provisions of this Article by remaining at work (that is, those who are employees of the City) during any interruption as outlined above. In addition, in the event of a violation of this Article, the Union agrees to inform its members of their obligations under this Agreement and to encourage and direct them to return to work by all means available under its Constitution, By-Laws, or otherwise.

### **Section 8.4 No Lockout**

The City will not lock out any employees during the term of this Agreement as a result of an actual or anticipated labor dispute with the Union so long as there is good faith compliance by the Union with this Article.

### **Section 8.5 Judicial Relief**

Nothing contained herein shall preclude the Employer from obtaining a temporary restraining order, damages and other judicial relief as determined appropriate by the Court in the event the Union or any employees covered by this Agreement violate this Article.

## **ARTICLE IX - HOLIDAYS AND FLOATING HOLIDAYS**

### **Section 9.1 Holidays**

The following are recognized as holidays for bargaining unit members:

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving  
Friday after Thanksgiving  
Christmas Eve  
Christmas Day

### **Section 9.2 Eligibility Requirements**

Bargaining unit members shall be granted twelve (12) paid holidays annually. Depending on the calendar year and bargaining unit members' work schedules, some holidays may be considered floating holidays, but in total, will be equal to twelve (12) holidays. An annual holiday schedule will be published and distributed to all employees in November of the preceding calendar year. Due to the specific needs of the Department of Public Works, observance of holidays may vary within each division.

"Holiday Pay" shall be based upon the following conditions:

A bargaining unit member who is scheduled to work, but does not work on a recognized holiday, that falls between Monday through Friday, shall be paid the equivalent of straight time earnings.

A bargaining unit member who works on a holiday shall receive double time for the hours worked. A bargaining unit member, who works on a holiday that falls between Monday through Friday, shall also be paid an additional eight hours of equivalent straight time earnings deemed as "holiday pay."

### **Section 9.3 Floating Holidays**

Floating holidays cannot be used in less than half-day (4 hour) increments. Floating holidays not used by December 31<sup>st</sup> of the year they are granted, are considered forfeited.

**ARTICLE X - VACATIONS**

**Section 10.1 Eligibility and Allowance**

The bargaining unit members will earn vacation hours which will be determined by the length of service according to the following parameters: Vacation benefits are earned based on the completion of one (1) full calendar year of service according to the table below. Vacation hours are prorated at the beginning of the next calendar year, for a first-year employee, based on the employee’s hire date.

In the case of a new employee, the employee will be credited with 6.6 hours of vacation leave per completed month of service prior to the commencement of the first full calendar year of service with the City. Vacation leave accrued during this period may be taken, upon completion of the probationary period and with the approval of the Director of Public Works, Supervisor and/or their designee during the first full calendar year (commencing January 1), of service with the City.

As an example, an employee who is employed by the City in the middle of September would be credited with 19.8 hours of vacation (6.6 hours for each of the months of October, November and December). This vacation, however, could not be taken until the employee has successfully completed the probationary period. Thereafter, all vacation time would be earned and taken on a calendar basis.

**VACATION SCHEDULE**

<u>Number of Completed Calendar Years of Service</u>	<u>Earned Vacation Leave</u>
1	10 Working Days
2 – 5	12 Working Days
6 – 9	15 Working Days
10 – 15	20 Working Days
16 – 20	25 Working Days
21 – 25	28 Working Days
>25	30 Working Days

Vacation time shall not accrue beyond the number of days credited in a one (1) year period. An extension of accrued vacation days used in the next calendar year is strongly discouraged; however should the need arise, requests for an extension must be submitted no later than November 15<sup>th</sup> of each year to the Department Director and approved by the City Manager. Earned vacation not used and not approved for an extension shall be forfeited. Earned vacation benefits shall not be converted to cash compensation, except upon separation or retirement from the City.

### **Section 10.2 Scheduling Vacation and Pay**

Vacation requests shall be submitted to the employee's immediate supervisor and must be approved by the immediate supervisor and the Department Director. Requests should provide a minimum of two (2) weeks' notice to the department. No vacation time shall be granted in less than half-day (4 hour) increments. The vacation schedule shall be arranged in each department that provides for minimum disruption of services. An employee with less than nine (9) months of service with the City is not eligible to use any vacation benefits, but will still accrue future vacation time. Vacation pay is equivalent to straight-time compensation.

### **Section 10.3 Vacation Pay at Separation**

Accrued vacation time that has been accumulated and not used shall be paid at the time the employer/employee relationship is terminated. Additionally, payment for the accrued time (accrual of the following year's vacation hours) will be paid on a pro-rated basis.

## **ARTICLE XI - SICK LEAVE**

### **Section 11.1 Purpose and Allowance**

Bargaining unit members shall earn sick leave with pay at the rate of one (1) working day for each full month of employment. Accrued sick leave may be taken by a bargaining unit member who is unable to work during their scheduled work day when one or more of the following conditions apply:

- A.) Injury or illness to self
- B.) Injury or illness to a member of their immediate family
- C.) Required medical and/or dental care
- D.) Exposure to a contagious disease
- E.) Pregnancy, if applicable

To be eligible for sick leave compensation, the bargaining unit member shall notify the Director of Public Works, Assistant Director of Public Works or their immediate supervisor, a minimum of fifteen (15) minutes prior to their scheduled work time excluding exigent circumstances (e.g., auto accident). An accepted medical note by a licensed physician may be required at the discretion of the Director of Public Works, Assistant Director of Public Works, Human Resources Director or their designee by the bargaining unit member under the following circumstances:

- A.) The health or injury related absence lasts more than three (3) days;
- B.) The requested sick leave is immediately before or after a holiday or vacation day; or
- C.) The health or injury occurs frequently or habitually and the employee has been notified or warned that a physician's note is required.

### **Section 11.2 Sick Leave Compensation**

A bargaining unit member receiving sick-leave compensation shall be paid the equivalent of

straight time earnings. Sick-leave compensation shall be paid in no less than one (1) hour increments.

A bargaining unit member shall be entitled to use sick leave benefits for the length of any period of incapacitation by reason of injury or illness while on paid vacation leave; providing however, that the employee substantiates such incapacitation and the reason(s) with a physician's note.

Unused sick leave may accumulate up to a maximum of one hundred (100) days.

Commencing January 2015, once an employee has accumulated the maximum number of hours allowed, he/she shall receive a fifty percent (50%) payout for all hours earned over the allowable accumulation, up to a maximum of forty-eight (48) hours of pay per year. This conversion will apply only so long as the employee maintains the maximum allowable sick leave accumulation and is an employee at the City at the time the payment is made in January of each year. The dollar value of such payout will be mandatorily applied to the employee's share of his/her health insurance premiums, not subject to any applicable payroll taxation unless IRS regulations state otherwise, with any remaining balance to be paid as taxable wages. Employees that do not participate in the City's health insurance plan shall have any applicable payout as taxable wages. Should the employee leave employment for any reason, any funds not applied against health insurance premiums shall be paid as taxable wages. Should a fifty percent (50%) conversion application to insurance premiums become voluntary for other City employees in the future, the employees of this Agreement shall also be extended such option on a voluntary basis.

### **Section 11.3 Sick Leave Conversion at the Time of Separation**

An employee with less than twenty-five (25) years of service, who resigns in good standing, as determined by the City Manager, shall receive severance pay for the unused sick-leave at a fifty percent (50%) rate.

Bargaining unit members that have twenty-five years of service or more on November 1, 2011, will continue to receive sick leave conversion at the time of separation based on the following criteria:

A.) A bargaining unit member with twenty-five (25) or more years, but less than thirty (30) years of service, who leaves the City in good standing as determined by the City Manager, shall receive severance pay for unused sick leave at a seventy percent (70%) rate.

B.) A bargaining unit member with thirty (30) or more years of service, who leaves service in good standing, shall receive severance pay for unused sick leave at an eighty percent (80%) rate.

The bargaining unit members may utilize tax-deferred options at the time of separation, provided the bargaining unit member chooses this option and provides adequate advanced

notice. If payment is made to the bargaining unit member for unused sick time, the portions paid cannot be applied towards IMRF service credit.

## **ARTICLE XII - ADDITIONAL LEAVES OF ABSENCE**

### **Section 12.1 Unpaid Discretionary Leaves**

The City may grant leaves of absence, without pay or salary, to employees for job-related reasons (such as further training or study), which will enable employees to perform their usual and customary duties with greater efficiency and expertise, or other valid reasons (such as prolonged illness of the employee, spouse, or child or children or childbirth). No leave, if granted, shall be for a period exceeding three hundred sixty-five (365) consecutive calendar days. The denial of discretionary leaves shall not be subject to the dispute resolution and grievance procedure of this Agreement.

### **Section 12.2 Military Leave**

Military leave shall be granted in accordance with applicable law. Employees must apply for such leave as soon as they are aware of the need for such leave.

### **Section 12.3 Funeral Leave**

Bargaining unit members may be granted up to three (3) days leave with pay in the event of the death of a spouse, parent, (step), in-laws (parents, brother, sister), brother, sister (step/half), child, stepchild, foster child, adopted child, guardian, grandparent, grandchild and spouse (e.g. death in the family).

If any portion of the approved leave falls on a day(s) the bargaining unit member is not scheduled to work, the bargaining unit member 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 a bargaining unit member need additional time off due to a death of a family member, he/she shall be permitted to use vacation, personal or compensatory time as permitted by the Public Works Director or his/her designee.

Any absence to attend the funeral of anyone who is not a member of a bargaining unit member's immediate or extended family may be arranged with the City, without pay, but previously accrued and unused vacation leave may be utilized in such case with the consent of the Supervisor.

A bargaining unit member shall provide satisfactory evidence of the death and the bargaining unit member's attendance at the funeral, if so requested by the City.

### **Section 12.4 Jury Leave**

An employee required to report for jury duty (including service on a grand jury) shall be excused from work without loss of pay for jury duty which occurs on the employee's scheduled

work days and during the employee's scheduled work hours. An employee shall immediately notify the Director of Public Works or his/her designee as soon as he receives a notice to appear as a juror, and must provide the Director of Public Works or his/her designee with a copy of the jury summons prior to reporting for jury duty. In order for employees to receive compensation from the City for such jury duty, the employee must sign over to the City any compensation he/she receives for serving as a juror on days for which he/she was scheduled to be on duty, provided the employee may keep travel reimbursement he/she receives from the court for jury duty.

### **Section 12.5 Application for Leave**

Unless otherwise required by law, any request for a leave of absence other than funeral leave under this Article shall be submitted in writing by the bargaining unit member to the City or its designee as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. Authorization for a leave of absence, if granted, will be furnished to the employee and Union by the City and it shall be in writing.

### **Section 12.6 Benefits While on Leave of Absence or Layoff**

Unless otherwise required by law, and consistent with but not limited to Sections 6.1, 10.1, and 11.1 of this Agreement, length of service and other benefits shall not accrue for an employee who is on approved unpaid leave. Accumulated length of service shall remain in place during that leave and shall begin to accrue again when the employee returns to work on a pay status. Upon return from leave the City shall place the employee in his or her previous assignment, if vacant. If not vacant, an employee returning from leave will be placed in the first available assignment according to the employee's seniority, where skill and ability to perform the work without additional training is equal.

If, upon the expiration of a leave of absence, there is no work available for the bargaining unit member, he/she shall go directly on layoff.

During an approved FMLA leave of absence or other type of discretionary leave of absence (if applicable), whether paid or unpaid, a bargaining unit member shall be entitled to coverage under applicable group medical and life insurance plans to the extent provided in such plan(s), provided the employee makes arrangements for any applicable coverage change(s) and arrangements to pay his/her portion of the insurance premium involved. Following the expiration of an approved FMLA leave of absence, other type of discretionary leave of absence (if applicable), or during layoff under this Agreement, a bargaining unit member shall be entitled to coverage under applicable group medical and life insurance plans to the extent provided in such plan(s), provided the employee makes arrangements for any applicable coverage change(s) and arrangements to pay the entire insurance premium involved (with any applicable COBRA charges), including the amount of the premium previously paid by the City.

## **ARTICLE XIII - WAGES**

### **Section 13.1 Base Wages**

Employees covered by this Agreement shall be compensated in accordance with the wage schedule attached hereto and incorporated herein as Appendix A, with increases retroactive to May 1, 2014. Retroactive compensation will be paid within sixty (60) days of the ratification of this Agreement by both parties, on all hours worked or compensated for employees employed in the bargaining unit on the date this Agreement is signed by both parties. Appendix B specifies the employees' job classifications and their corresponding pay grades. Appendix C includes a list of all current bargaining unit employees and their job classifications.

The City's step pay plan will remain in effect for all bargaining unit members. Bargaining unit members shall progress through the wage schedule as identified in Appendix A for the term of this contract. Except as otherwise set forth herein (e.g. promotions, step-up pay, etc.), pay rate adjustments will become effective at the start of the fiscal year (i.e., May 1<sup>st</sup>). An employee hired prior to November 1<sup>st</sup> will receive a step increase on the next May 1<sup>st</sup>; an employee hired on or after November 1 will not receive a step increase on the next May 1<sup>st</sup>, but will wait instead to the following May 1<sup>st</sup> to progress to the next step in their pay grade.

For example, an employee hired on November 1<sup>st</sup>, 2011 would not receive a step increase on May 1<sup>st</sup>, 2012, but would have to wait until May 1<sup>st</sup> 2013 before receiving their first step increase. If the employee was hired on October 31<sup>st</sup>, 2011 or earlier in the fiscal year, then the employee would receive their first step increase on May 1<sup>st</sup>, 2012. An employee hired at any time during the fiscal year will still receive a COLA adjustment on May 1<sup>st</sup>.

### **Section 13.2 Evaluation Requirement**

The bargaining unit member must receive a satisfactory performance evaluation as defined by the City's performance tool. With a satisfactory evaluation, the employee will be advanced as indicated in Appendix A on May 1<sup>st</sup> of each fiscal year during the term of this agreement.

### **Section 13.3 Promotions**

A bargaining unit member promoted from a lower pay grade to a higher pay grade shall be slotted into the next highest step that affords him/her no less than a three percent (3%) pay rate increase. Promotions may occur at any time throughout the fiscal year.

### **Section 13.4 Step-Up Pay**

A bargaining unit member who performs the duties of a higher pay grade pursuant to an express written assignment for five (5) consecutive work days, shall be paid at the appropriate rate of pay (the next highest step which results in no less than a three percent (3%) increase in pay) of the grade in which he/she performs the work for all hours worked in said grade.

### **Section 13.5 Eligibility for Merit Based Promotion**

This promotion program shall apply to employees eligible for promotion from Maintenance Worker I to Maintenance Worker II, Water Meter Technician I to Water Meter Technician II, or Mechanic I to Mechanic II. A full-time employee with at least three (3) years of full-time service in the City's Public Works Department will be promoted from the level I position to the level II position in the event he/she meets all of the criteria listed below:

- A. Prior to the time he/she is seeking promotion, the employee has held the corresponding level I position for a minimum period of three (3) years as of the time he/she is eligible for promotion to the corresponding level II position.
- B. The employee is certified by the division Superintendent/Supervisor that he/she is proficient and capable in the operation of all division specific equipment and possesses the skills and proficiency required of the level II position. It is expressly understood that all employees who so request shall be given every reasonable opportunity to succeed in gaining the necessary proficiencies, classes and capabilities in order that they become qualified for promotion subject to reasonable budgetary constraints.
- C. The employee has achieved an overall review rating of 3.25 or greater on performance reviews before the ratification date of this Agreement and an overall review rating of 3.5 or greater on performance reviews after the ratification date of this Agreement ***and*** a rating of 3.0 or greater in all review categories on each of the three (3) most recent annual performance evaluations conducted prior to the time he/she is eligible for promotion. Effective the first full pay period after this Agreement is signed by both parties, performance ratings below these requirements shall be subject to the Grievance Procedure as indicated in Article VII of this Agreement except the performance review rating may be overturned only upon a showing by the Union that the review rating was made in an arbitrary and capricious manner. Additionally, if the grievance is advanced to arbitration (step 4), the parties agree that the presiding Arbitrator shall be Edwin H. Benn, and the losing party shall pay the full cost of the arbitrator and court reporter fee.
- D. The employee has a work record/personnel file that is free of any record of disciplinary action resulting in a written warning or greater within the three (3) year period immediately prior to the time he/she is being promoted.
- E. The employee has not abused the sick leave benefit within the three (3) year period immediately prior to the time the employee is being promoted.
- F. The employee has successfully completed coursework as outlined below:
  - (a) Maintenance Worker I to Maintenance Worker II or Water Meter Technician I to Water Meter Technician II – Within 90 days of this Agreement, the Union Stewards, Business Agent and Director of Public Works shall meet to discuss available courses and will mutually agree upon a sample list of coursework to be taken. Thereafter,

the employee seeking promotion shall meet with his/her supervisor and the Director of Public Works to mutually agree upon specific courses to be taken and complete and present proof of a grade C or better or pass (on a pass/fail scale) in two (2) such previously approved courses. Coursework may be taken on work time if held during the day and benefit time is taken, or if held during the evenings, will be taken on the employee's own time. However, in either circumstance, the City shall reimburse the employee the amount paid for all course work as long as the minimum grade requirement is met.

- (b) Mechanic I to Mechanic II – Within 90 days of this Agreement, the Union Stewards, Business Agent and Director of Public Works shall meet to discuss and mutually agree upon available certification(s) and/or areas of expertise within the Automotive Service Excellence (ASE) certification program and also agree upon certification(s) sought. The employee must then complete and present proof of obtaining Automotive Service Excellence (ASE) Master Technician status in previously agreed upon area(s) of certification and/or expertise. Coursework may be taken on work time if held during the day and benefit time is taken, or if held during the evenings, will be taken on the employee's own time. However, in either circumstance, the City shall reimburse the employee the amount paid for all coursework as long as the certification(s) is successful obtained.

With the exception of the first year of this Agreement (May 1, 2014 – April 30, 2015), during the remaining term of this Agreement, an employee seeking promotion shall notify his/her supervisor and the Director of Public Works in writing of his/her interest in such no later than January 15<sup>th</sup> to be considered for promotion within the subsequent fiscal year. By way of example, an employee seeking promotion sometime during the second year of this contract (also Fiscal Year 2015-2016) shall notify the City as indicated above no later than January 15<sup>th</sup> 2015. After meeting all eligibility requirements for promotion as outlined above and presenting proof of eligibility, eligible employees will be promoted to the level II position. When an eligible employee is promoted, said promotion shall be effective the first full pay period following presentation of proof of eligibility.

Upon meeting all the requirements for promotion listed in A through F above, the Maintenance Worker I, Water Meter Technician I, or Mechanic I will be promoted and placed into the next higher step within the Maintenance Worker II, Water Meter Technician II, or Mechanic II wage schedule that provides the employee with at least a 3% pay rate increase.

It is expressly agreed that any employee at the Maintenance Worker I level who has met the eligibility criteria outlined in A through F (a) above and presents proof of such shall be promoted to Maintenance Worker II effective the first full pay period after ratification of this Agreement.

Employees must maintain satisfactory performance upon promotion and any certifications required for promotion must be maintained. Any employee who was promoted under this

Section and who has served in the Maintenance Worker II, Water Meter Technician II, or Mechanic II classification for three (3) or less years (which is intended to include no less than three (3) annual reviews) and who has consecutive years with any rating less than 3.0 in any category of his/her annual review, shall be returned to the Maintenance Worker I, Water Meter Technician I or Mechanic I classification to the step that they would have occupied had they not been promoted, and then will be eligible for reconsideration in subsequent years, pursuant to the terms of the program identified above. Thereafter, the employee will be eligible for consideration for a step adjustment following twelve (12) months of satisfactory performance in the Maintenance Worker I, Water Meter Technician I, or Mechanic I position. Section 13.5 shall be subject to the Grievance Procedure as indicated in Article VII of this Agreement with the exception of the Grievance Arbitration Procedure outlined in Section 13.5 C. above.

## **ARTICLE XIV - UNIFORM ALLOWANCE**

### **Section 14.1 Uniform Allowances**

The outermost article of clothing worn by a bargaining unit member when they are “on duty” and being paid for their services, shall be the one that has been provided by the City with a “Woodstock Public Works” identification embroidered onto it. If other issued clothing (safety vests, safety coats, rain coats, etc.) must be worn, the layer of clothing under that article shall be one that has been provided by the City with a “Woodstock Public Works” identification embroidered onto it. Bargaining unit members shall not alter the uniforms that have been provided by the City (i.e. remove sleeves, write on them, etc.)

New hires will receive a select number of each garment as determined by the division supervisor upon successful completion of their probationary period. After that time, uniforms will be replaced at the same frequency as existing employees. That program is based upon replacement of existing garments and will be administered as follows:

The City will replace garments (i.e. t-shirts, sweatshirts, jackets, etc.) as they wear out. If a bargaining unit member has a garment that has been provided by the City of Woodstock which, because of its condition, no longer portrays a positive image of the Department of Public Works, they can submit that garment to their supervisor who will determine whether or not it will be replaced. The supervisor will take possession of the used garment at the time that a new or replacement garment is received.

### **Section 14.2 Return of Uniforms and Equipment**

Upon separation from employment by the City, bargaining unit members will be responsible for the return of uniforms and equipment purchased with City funds or issued directly by the City in good condition, less normal depreciation and destruction in the course of employment.

## ARTICLE XV - HEALTH INSURANCE

### Section 15.1 Health Insurance

The Union and the City acknowledge the continuing need for hospitalization, medical and dental insurance with appropriate levels of coverage and at affordable rates. The City shall make available to bargaining unit employees and their dependents the same group health and hospitalization and dental insurance coverage and plan design components as are provided to other City employees, including those bargaining unit employees in the City's Police Department. Further, the City shall make available to employees who retire during the life of this Agreement, and who at the time of retirement were covered by City insurance, individual and dependent coverage (if the dependent was covered when the employee retired) at group rates, with such premiums paid by the retired employee in accordance with applicable state and federal law.

### Section 15.2 Cost Containment

The City reserves the right to institute cost containment measures relative to insurance coverage as long as such changes are applicable to all other eligible City employees, including those bargaining unit employees in the City's Police Department. In an effort to further contain costs, the City may institute medical plan design changes subject to the following:

- The City reserves the right to comply with the Patient Protection and Affordable Care Act (PPACA.)
- In/out of network coverage differentials shall be no less than 80% (in)/60% (out).
- In network calendar year deductibles cannot exceed \$1,000 per person with a maximum of three (3) per family.
- Out of network calendar year deductibles cannot exceed \$2,000 per person with a maximum of three (3) per family.
- Emergency Room Co-pay may not exceed \$250 per visit.
- Prescription Plan co-pays may not exceed \$15/\$45/\$65 (mail order \$25/\$85/\$125) for a 3-tier plan or \$13/\$40/\$80/\$155 (mail order tbd) for a 4-tier plan. A mandatory generic overlay may not be applied during the term of this Agreement.
- The Wellness Discount will remain at 2% until other Wellness options of greater value become available and addressed via a Memorandum of Understanding to this Agreement.
- The City reserves the right to offer an option of a High Deductible Health Plan (HDHP) and/or a Health Savings Account (HSA) Health Plan.

If the medical plan design components listed **directly** above, applicable to all other eligible City employees, are changed or eliminated from the collective bargaining agreement that covers the bargaining unit employees in the City's Police Department then those changes and/or eliminations are automatically incorporated into this Agreement. Additionally, the specific medical plan design component language **directly** above shall not appear in the successor Agreement, but the substance of the plan design components listed **directly** above shall remain

in effect during negotiations for a successor Agreement *unless otherwise changed or eliminated as stated above.*

**Section 15.3 Terms of Policies to Govern**

The extent of coverage under the insurance referred to in Section 15.1 shall be exclusively controlled by the applicable plan documents, and bargaining unit employees shall be provided with the same coverage provided to all other non-Local 150 personnel at the City including those bargaining unit employees in the City’s Police Department. The City agrees to assist employees, in a liaison capacity only, regarding communicating coverage questions to the insurance carrier. Any questions concerning coverage shall be resolved in accordance with the terms and conditions of said policies and shall not be subject to the grievance procedure set forth in this Agreement.

**Section 15.4 Right to Maintain Coverage While on Unpaid Leave or on Layoff**

An employee who is on an approved unpaid leave of absence, other than approved leave under the City’s Family and Medical Leave (FMLA) Policy, or who is on layoff with recall rights shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for employee coverage and, if desired, for dependent coverage.

**Section 15.5 Health Insurance-Employee Contributions**

Effective the first full pay period after the date of execution of this Agreement by all parties, employees shall contribute to Health and Dental insurance premiums in accordance with the following:

2014	1/1/2015	1/1/2016	1/1/2017	1/1/2018
12%	14%	15%	16%	18%

Employees who participate in Wellness programs and attain established wellness targets will be incentivized for their efforts. There will be at least a 2% discount of the premium cost for those members who choose to participate in the annual Wellness program (election of services determined and selected by the participating member.)

The City reserves the right to convert the current 2-tier plan design to a 4-tier plan design providing coverage tiers for single, employee+spouse, employee+child(ren), and family, with the understanding that the percentage of premium contribution indicated above is maintained during the term of the Agreement.

The City reserves the right to shop for, obtain, and implement a new dental plan to offer to all employees. If the rates for the new dental plan cannot be accommodated under the current City subsidization level, the situation may be addressed via discussion with the Union and a Memorandum of Understanding.

**Section 15.6 Flexible Spending/Section 125 Plan**

Bargaining unit members may continue to participate in the City’s Benefits Salary Reduction plan, in which they may pay their share of insurance premiums, other reimbursable out-of-pocket medical costs, as well as eligible dependent care expenses with pre-tax dollars to the extent allowable by law.

**Section 15.7 Waiver of Insurance**

Any bargaining unit member shall have the option to waive the right to receive medical and dental insurance coverage under the terms of this Section. If a bargaining unit member waives any such insurance coverage but thereafter chooses to reverse his/her decision, the reinstatement of such insurance coverage shall be contingent upon the bargaining unit member’s insurability and shall also be subject to such conditions, limitations and restrictions as the City’s insurers may prescribe as a consequence of the bargaining unit member’s prior waiver and non-coverage.

**Section 15.8 Life Insurance**

The City shall continue to provide basic life insurance for full-time employees and their eligible dependents. The terms of the life insurance plan or plans shall be exclusively controlled by the plan documents, and bargaining unit employees shall be provided with the same City-paid basic life insurance coverage provided to non-Local 150 personnel at the City.

**Section 15.9 Hepatitis Vaccine**

The City shall, at its expense, provide hepatitis vaccine inoculations to any bargaining unit member whose job responsibilities bring him\her in contact with raw sewage.

**ARTICLE XVI - DISCIPLINE**

**Section 16.1 Discipline**

As a matter of policy, the City recognizes the principles of progressive and corrective discipline, where applicable. Nothing, however, shall preclude the City from seeking discipline commensurate with the offense up to and including discharge for just cause. Discipline shall only be issued for just cause.

**Section 16.2 Removal of Discipline**

Written reprimands shall be removed from a bargaining unit member’s file after thirty-six (36) months, but retained by the City, provided the conduct which led to the reprimand has not reoccurred during that time period.

## **ARTICLE XVII - GENERAL PROVISIONS**

### **Section 17.1 Gender**

Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall be deemed to refer to both the masculine and feminine.

### **Section 17.2 Ratification and Amendment**

This Agreement shall become effective when ratified by the Union and the City Council and signed by authorized representatives thereof and may be amended or modified during its term only with mutual written consent of both parties.

### **Section 17.3 Fitness Examinations**

The City may require, at its expense (to the extent not covered by insurance), that the employee have an examination by a qualified and licensed physician or other appropriate medical professional selected by the City if there is any question concerning an employee's fitness for duty or fitness to return to duty. The City may also require any or all employees to take a complete physical exam as often as once a year. All physical examinations may include employee drug or alcohol testing when testing for fitness to return to duty or when appropriate under applicable policies (see Section 17.5).

### **Section 17.4 Physical Fitness Examinations**

In order to maintain and improve efficiency in the Public Works Department, to best protect the public and to reduce insurance costs and risks, the City may establish reasonable physical fitness requirements for employees, which may include individualized goals and minimum fitness standards. All employees may be required to participate in any such program. Employees who fail to meet minimum fitness standards or who fail to make a good faith effort to achieve individualized goals shall be subject to progressive discipline up to and including discharge. The City will meet with Union representatives in accordance with Article IV to discuss reasonable physical fitness requirements prior to their implementation or alteration.

### **Section 17.5 Drug and Alcohol Testing Policies**

The City shall implement a drug and alcohol testing policy for employees with commercial driver's licenses (CDL's) consistent with applicable federal law. Other drug and alcohol testing shall be administered in accordance with applicable City policies.

### **Section 17.6 Outside Employment**

It is understood that the City is the employee's primary employer and hours and schedule flexibility of any outside employment must be secondary to their obligations to the City, including response to callbacks. Employees may hold outside jobs, including self-employment, which will not result in a conflict of interest, infringe on their ability to do their job for the City, negatively reflect upon the City or be prohibited by law. Employees shall notify the Director of Public Works or his/her designee of any ongoing outside employment (name, address, phone number) where they can be contacted when necessary for callbacks.

### **Section 17.7 Rules and Regulations**

The Union acknowledges the right of the City to make, alter, interpret and enforce rules, orders and policies as it deems appropriate, consistent with the Management Rights Article of this Agreement. Other than in an emergency situation, where the City seeks to add to, modify, alter, change, delete, or otherwise amend or supplement the existing written policies, procedures, rules, regulations, orders or directives of the City or the Public Works Department which directly relate to and significantly affect terms and conditions of employment for employees covered by this Agreement, the City shall notify the Union in writing of the proposed change(s), at least ten (10) days prior to the effective date of the modification, and shall provide a reasonable opportunity to the Union during the 10-day notice period to meet and discuss with the City the proposed modification. Any meeting that occurs pursuant to this Section shall be in the form of a labor-management conference pursuant to Article IV of this Agreement.

### **Section 17.8 Maintenance of Specific Working Conditions**

During the term of this Agreement, the City will continue to follow existing Personnel Policy Manual provisions (as last amended December, 2005) relative to the payment for commercial driver's licenses.

### **Section 17.9 Use of Electronic Communication Devices**

At no time shall an employee covered by this collective bargaining agreement operate heavy equipment or vehicles while using a personal electronic communication device.

### **Section 17.10 Unsafe Conditions**

Bargaining unit members who reasonably and justifiably believe that their safety and health are in danger due to an alleged unsafe working condition or equipment, shall immediately inform their supervisor who shall have the responsibility to determine what action, if any, should be taken, including whether or not the job should be discontinued.

### **Section 17.11 Maintenance of Benefits**

The City agrees to continue for the term of this contract to provide bargaining unit members with the following benefits as permitted or modified by applicable laws and/or regulations:

- A.) Prescription Drug Card
- B.) Group Vision Coverage (Employee Paid Premiums)
- C.) Additional Group Life Insurance (Employee Paid Premiums)
- D.) AFLAC Supplemental Insurance (Employee Paid Premiums)
- E.) IMRF Death Benefits
- F.) Credit Union Membership
- G.) Direct Payroll Deposit
- H.) Section 125 "Cafeteria" Flex Plan Tax Savings and Debit Card
- I.) Discounted Woodstock Recreation Center Membership
- J.) Nationwide (NRS) Deferred Compensation Plan Membership

- K.) Employee Assistance Program
- L.) \$100 Annual Reimbursement for a Health-Club Membership
- M.) Tuition Reimbursement for Approved Classes

**ARTICLE XVIII - SUBCONTRACTING**

It is the general policy of the City of Woodstock to continue to utilize employees to perform work they are qualified to perform. However, the City of Woodstock reserves the right to contract out any work it deems necessary in the interests of efficiency, economy, improved work product or emergency as long as such subcontracting does not result in a layoff of any bargaining unit position or a reduction in normal hours of work without first providing the Union thirty (30) days' notice and the opportunity to discuss alternatives to the layoffs or reduction of hours with the City.

**ARTICLE XIX - SAVINGS CLAUSE**

In the event any Article, section or portion of this Agreement should be held invalid as unenforceable by any board, agency or court of competent jurisdiction or by reason of any subsequently enacted legislation, then such provision shall not be applicable or performed or enforced, except to the extent permitted or authorized by law, and such provision shall be deemed modified to the extent necessary to conform to law; provided that in such event all other provisions of this Agreement shall remain in full force and effect.

If there is any conflict between the provisions of this Agreement and any legal obligations or affirmative action requirements imposed on the City by federal or state law, such legal obligations or affirmative action requirements thus imposed shall be controlling.

**ARTICLE XX - ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties and no verbal statements shall supersede any of its provisions. Any amendment supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto. The Employer and Union Representative, for the life of this agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to: (1) any subject or matter specifically referred to or covered in this agreement; and (2) subjects or matters that arose as a result of the parties' proposals during bargaining, but which were not agreed to.

**ARTICLE XXI - DURATION AND TERM OF AGREEMENT**

This Agreement shall be effective the day after the contract is executed by both parties, and shall remain in full force and effect until 11:59 p.m. on the 30<sup>th</sup> day of April, 2018. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than forty-five (45) days prior to the expiration date.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless either party gives at least ten (10) days written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the anniversary date set forth in the preceding paragraph.

Executed this \_\_\_\_ day of \_\_\_\_\_.

CITY OF WOODSTOCK:

IUOE LOCAL 150:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

## APPENDIX A – WAGE SCHEDULES

Step and COLA adjusted at beginning of Fiscal Years

Grade A - Maintenance Worker I & Water Meter Technician I											
COLA	+Equity Adj of 1% for Grade A		COLA			COLA			COLA		
2.00%			2.50%			2.50%			2.25%		
Year 1 - FY14/15			Year 2 - FY15/16			Year 3 - FY16/17			Year 4 - FY17/18		
Start	\$ 16.11		Start	\$ 16.51		Start	\$ 16.92		Start	\$ 17.31	
1	\$ 16.55	2.75%	1	\$ 16.97	2.7%	1	\$ 17.39	2.7%	1	\$ 17.78	2.7%
2	\$ 17.02	2.8%	2	\$ 17.44	2.8%	2	\$ 17.88	2.8%	2	\$ 18.28	2.8%
3	\$ 17.50	2.8%	3	\$ 17.94	2.8%	3	\$ 18.39	2.8%	3	\$ 18.80	2.8%
4	\$ 17.98	2.8%	4	\$ 18.43	2.8%	4	\$ 18.89	2.8%	4	\$ 19.32	2.8%
5	\$ 18.49	2.8%	5	\$ 18.95	2.8%	5	\$ 19.42	2.8%	5	\$ 19.86	2.8%
6	\$ 19.00	2.8%	6	\$ 19.48	2.8%	6	\$ 19.97	2.8%	6	\$ 20.41	2.8%
7	\$ 19.54	2.8%	7	\$ 20.03	2.8%	7	\$ 20.53	2.8%	7	\$ 20.99	2.8%
8	\$ 20.09	2.8%	8	\$ 20.59	2.8%	8	\$ 21.10	2.8%	8	\$ 21.58	2.8%
9	\$ 20.65	2.8%	9	\$ 21.17	2.8%	9	\$ 21.70	2.8%	9	\$ 22.19	2.8%
10	\$ 21.23	2.8%	10	\$ 21.76	2.8%	10	\$ 22.30	2.8%	10	\$ 22.80	2.8%

Grade B - Maintenance Worker II & Water Meter Technician II											
Year 1 - FY14/15			Year 2 - FY15/16			Year 3 - FY16/17			Year 4 - FY17/18		
Start	\$ 19.00		Start	\$ 19.48		Start	\$ 19.96		Start	\$ 20.41	
1	\$ 19.53	2.8%	1	\$ 20.02	2.8%	1	\$ 20.52	2.8%	1	\$ 20.98	2.8%
2	\$ 20.08	2.8%	2	\$ 20.58	2.8%	2	\$ 21.10	2.8%	2	\$ 21.57	2.8%
3	\$ 20.64	2.8%	3	\$ 21.16	2.8%	3	\$ 21.69	2.8%	3	\$ 22.17	2.8%
4	\$ 21.22	2.8%	4	\$ 21.75	2.8%	4	\$ 22.29	2.8%	4	\$ 22.79	2.8%
5	\$ 21.81	2.8%	5	\$ 22.36	2.8%	5	\$ 22.92	2.8%	5	\$ 23.43	2.8%
6	\$ 22.42	2.8%	6	\$ 22.98	2.8%	6	\$ 23.56	2.8%	6	\$ 24.09	2.8%
7	\$ 23.05	2.8%	7	\$ 23.63	2.8%	7	\$ 24.22	2.8%	7	\$ 24.76	2.8%
8	\$ 23.70	2.8%	8	\$ 24.29	2.8%	8	\$ 24.90	2.8%	8	\$ 25.46	2.8%
9	\$ 24.36	2.8%	9	\$ 24.97	2.8%	9	\$ 25.59	2.8%	9	\$ 26.17	2.8%
10	\$ 25.04	2.8%	10	\$ 25.67	2.8%	10	\$ 26.31	2.8%	10	\$ 26.90	2.8%

Grade C - Forestry Technician, Utility Inspector, Crew Leader, WT/WWT Plant Operator I, & Mechanic I											
Year 1 - FY14/15			Year 2 - FY15/16			Year 3 - FY16/17			Year 4 - FY17/18		
Start	\$ 21.27		Start	\$ 21.80		Start	\$ 22.34		Start	\$ 22.85	
1	\$ 21.86	2.8%	1	\$ 22.41	2.8%	1	\$ 22.97	2.8%	1	\$ 23.48	2.8%
2	\$ 22.47	2.8%	2	\$ 23.03	2.8%	2	\$ 23.61	2.8%	2	\$ 24.14	2.8%
3	\$ 23.10	2.8%	3	\$ 23.68	2.8%	3	\$ 24.27	2.8%	3	\$ 24.82	2.8%
4	\$ 23.75	2.8%	4	\$ 24.34	2.8%	4	\$ 24.95	2.8%	4	\$ 25.51	2.8%
5	\$ 24.42	2.8%	5	\$ 25.03	2.8%	5	\$ 25.66	2.8%	5	\$ 26.23	2.8%
6	\$ 25.10	2.8%	6	\$ 25.73	2.8%	6	\$ 26.37	2.8%	6	\$ 26.97	2.8%
7	\$ 25.80	2.8%	7	\$ 26.44	2.8%	7	\$ 27.10	2.8%	7	\$ 27.71	2.8%
8	\$ 26.52	2.8%	8	\$ 27.18	2.8%	8	\$ 27.86	2.8%	8	\$ 28.49	2.8%
9	\$ 27.26	2.8%	9	\$ 27.95	2.8%	9	\$ 28.64	2.8%	9	\$ 29.29	2.8%
10	\$ 28.03	2.8%	10	\$ 28.73	2.8%	10	\$ 29.45	2.8%	10	\$ 30.11	2.8%

Grade D - WT/WWT Plant Operator II, Lab Manager, Mechanic II, & Foreman (until April 30, 2015 only)											
Year 1 - FY14/15			Year 2 - FY15/16			Year 3 - FY16/17			Year 4 - FY17/18		
Start	\$ 24.46		Start	\$ 25.07		Start	\$ 25.70		Start	\$ 26.28	
1	\$ 25.14	2.8%	1	\$ 25.77	2.8%	1	\$ 26.42	2.8%	1	\$ 27.01	2.8%
2	\$ 25.85	2.8%	2	\$ 26.49	2.8%	2	\$ 27.16	2.8%	2	\$ 27.77	2.8%
3	\$ 26.57	2.8%	3	\$ 27.24	2.8%	3	\$ 27.92	2.8%	3	\$ 28.54	2.8%
4	\$ 27.32	2.8%	4	\$ 28.00	2.8%	4	\$ 28.70	2.8%	4	\$ 29.34	2.8%
5	\$ 28.08	2.8%	5	\$ 28.78	2.8%	5	\$ 29.50	2.8%	5	\$ 30.17	2.8%
6	\$ 28.87	2.8%	6	\$ 29.59	2.8%	6	\$ 30.33	2.8%	6	\$ 31.01	2.8%
7	\$ 29.67	2.8%	7	\$ 30.41	2.8%	7	\$ 31.17	2.8%	7	\$ 31.88	2.8%
8	\$ 30.50	2.8%	8	\$ 31.26	2.8%	8	\$ 32.04	2.8%	8	\$ 32.76	2.8%
9	\$ 31.35	2.8%	9	\$ 32.14	2.8%	9	\$ 32.94	2.8%	9	\$ 33.68	2.8%
10	\$ 32.23	2.8%	10	\$ 33.04	2.8%	10	\$ 33.86	2.8%	10	\$ 34.63	2.8%

Grade E - Foreman (effective May 1, 2015)											
			Year 2 - FY15/16			Year 3 - FY16/17			Year 4 - FY17/18		
			Start	\$ 25.82		Start	\$ 26.47		Start	\$ 27.06	
			1	\$ 26.55	2.8%	1	\$ 27.21	2.8%	1	\$ 27.82	2.8%
			2	\$ 27.29	2.8%	2	\$ 27.97	2.8%	2	\$ 28.60	2.8%
			3	\$ 28.05	2.8%	3	\$ 28.76	2.8%	3	\$ 29.40	2.8%
			4	\$ 28.84	2.8%	4	\$ 29.56	2.8%	4	\$ 30.23	2.8%
			5	\$ 29.65	2.8%	5	\$ 30.39	2.8%	5	\$ 31.07	2.8%
			6	\$ 30.48	2.8%	6	\$ 31.24	2.8%	6	\$ 31.94	2.8%
			7	\$ 31.33	2.8%	7	\$ 32.11	2.8%	7	\$ 32.84	2.8%
			8	\$ 32.21	2.8%	8	\$ 33.01	2.8%	8	\$ 33.76	2.8%
			9	\$ 33.11	2.8%	9	\$ 33.94	2.8%	9	\$ 34.70	2.8%
			10	\$ 34.04	2.8%	10	\$ 34.89	2.8%	10	\$ 35.67	2.8%

**APPENDIX B – JOB CLASSIFICATIONS AND PAY GRADES**

**City of Woodstock Public Works Bargaining Unit Members  
May 1, 2014 – April 30, 2018**

<u>Job Title/Classification</u>	<u>Grade</u>
Maintenance Worker I & Water Meter Technician I	A
Maintenance Worker II & Water Meter Technician II	B
Forestry Technician, Crew Leader, Utility Inspector Mechanic I, Water Treatment Operator I, & Wastewater Treatment Operator I	C
Mechanic II, Lab Manager, Water Treatment Operator II Wastewater Treatment Operator II	D
Foreman (Effective 5/1/2015)	E

**APPENDIX C – CURRENT EMPLOYEES AND JOB CLASSIFICATIONS**

(Accurate as of 10/8/2014, but using post ratification titling)

<b><u>Employee Name</u></b>	<b><u>Public Works Division</u></b>	<b><u>Job Title</u></b>
Robert Lamz	Fleet Maintenance	Foreman
Christopher Birdsell	Parks	Maintenance Worker I
Brandon Eddy	Parks	Maintenance Worker I
Tad Lester	Parks	Crew Leader
Stanley Philip Mass	Parks	Maintenance Worker I
Nicholas McCahill	Parks	Maintenance Worker I
John Mecklenburg	Parks	Foreman
Patrick O'Leary	Parks	Forestry Technician
Trevor Schacht	Parks	Maintenance Worker I
Timothy Spring	Parks	Maintenance Worker I
Phillip Groh	Sewer & Water	Maintenance Worker I
Stephen Major	Sewer & Water	Maintenance Worker I
Zachary Maxwell	Sewer & Water	Maintenance Worker I
Jason Walters	Sewer & Water	Utility Inspector/Locator
James Wegener	Sewer & Water	Maintenance Worker I
Keith Wojtecki	Sewer & Water	Crew Leader
Jorge Zermeno	Sewer & Water	Water Meter Technician I
Adam Brink	Streets	Maintenance Worker I
Jeffrey Burgess	Streets	Crew Leader
James Lombardo	Streets	Maintenance Worker I
Chris Lynk	Streets	Maintenance Worker I
Mauro Martinez, Jr.	Streets	Maintenance Worker I
Barry Pierce	Streets	Crew Leader
Roger Vidales	Streets	Foreman
Wayne Baker	Waste Water Treatment	Plant Operator II
Daniel Bolda	Waste Water Treatment	Plant Operator I
Susan Hansell	Waste Water Treatment	Lab Manager
Adam Sheahan	Waste Water Treatment	Plant Operator I
Henry Vidales	Waste Water Treatment	Plant Operator I
Adam Garrison	Water Treatment	Plant Operator II
Thomas Hoffman	Water Treatment	Plant Operator II
Shane Scarpace	Water Treatment	Plant Operator I
Timothy Whiston	Water Treatment	Plant Operator I

## **APPENDIX D – SNOW PLAN SCHEDULING PROVISION EXAMPLES**

Example 1 – An employee is scheduled to work Monday through Friday, from 7:00 am to 3:30 pm. On Tuesday evening, his supervisor calls him and tells him not to come in at 7:00 am on Wednesday due to an anticipated snow event. Instead, he is instructed to come in at 3:30 pm. The employee arrives at 3:30pm and works 8 hours, until 11:30 pm. He shall be paid at the overtime rate for all 8 hours. Additionally, he shall, at his discretion, be able to use accrued vacation, holiday, and/or compensatory time (including any compensatory time he earned that evening) to backfill any or all of his 8 straight time hours. In this instance, assuming he chose to backfill his 8 straight time hours, and assuming further that this was the only overtime event worked that week, his paycheck will reflect 40 straight time hours and 8 overtime hours.

Example 2 – An employee is scheduled to work Monday through Friday, from 7:00 am to 3:30 pm. On Tuesday evening, his supervisor calls him and tells him not to come in at 7:00 am on Wednesday due to an anticipated snow event. Instead, he is instructed to come in at 3:30 pm. The employee arrives at 3:30pm and works 4 hours, until 7:30 pm and is then sent home. He shall be paid at the overtime rate for all 4 hours. He shall also be paid 4 straight time hours. Additionally, he shall, at his discretion, be able to use accrued vacation, holiday and/or compensatory time (including any compensatory time he earned that evening) to backfill any or all of his remaining 4 straight time hours. In this instance, assuming he chose to backfill his 8 straight time hours, and assuming further that this was the only overtime event worked that week, his paycheck will reflect 40 straight time hours and 4 overtime hours.

Example 3 – An employee is scheduled to work Monday through Friday, from 7:00 am to 3:30 pm. Later Tuesday evening, his supervisor calls him and tells him to come in as soon as possible. He arrives at 9:00 pm. The employee works 16 hours, with a 30 minute unpaid meal period during his scheduled shift, and is sent home at 1:30 pm on Wednesday. He shall be paid at the overtime rate from 9:00pm on Tuesday through 7:00 am on Wednesday. He shall be paid at the straight time rate from 7:00 am through 1:30 pm on Wednesday (less a 30 minute unpaid meal period). Additionally, he shall, at his discretion, be able to use accrued vacation, holiday, and/or compensatory time (including any compensatory time he earned the evening before) to fill any or all of his remaining 8 straight time hours on Wednesday, i.e., from 1:30pm to 3:30pm. In this instance, assuming he chose not to fill his 8 straight time hours with accrued time, and assuming further that this was the only overtime event worked that week, his paycheck will reflect 38 straight time hours and 10 overtime hours.