

Village of Carol Stream

BOARD MEETING AGENDA NOVEMBER 5, 2012 8:00 P.M.

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

A. ROLL CALL AND PLEDGE OF ALLEGIANCE:

B. MINUTES:

1. Approval of the Minutes of the October 15, 2012 Village Board Meeting.
2. Approve, and not release, the Minutes of the October 15, 2012 Executive Session of the Village Board Meeting.
3. Approval of the October 15, 2012 Minutes of the Special Meeting of the Village Board regarding local prosecution of traffic offenses.
4. Approval of the October 15, 2012 Minutes of the Special Meeting of the Village Board regarding public hearing on electric aggregation.

C. AUDIENCE PARTICIPATION & PUBLIC HEARINGS:

D. SELECTION OF CONSENT AGENDA:

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

E. BOARD AND COMMISSION REPORTS:

F. OLD BUSINESS:

G. STAFF REPORTS & RECOMMENDATIONS:

1. 2012 Asphalt Surface Treatment Project (Rejuvenator) – Final Payment and Acceptance.
Staff recommends final payment be made to American Road Maintenance in the amount of \$2,887.75 and acceptance of the 2012 Asphalt Surface Treatment Project and payment of \$611.50 to their Midwest Tar Sealer (same company) for payment striping.
2. Southwest Water Main Extension Project – Acceptance and Approval of Final Payment and Change Order.
Staff recommends final payment in the amount of \$5,014.88 be made to R.A. Mancini, Inc. and the projected and the Purchase Order be closed.

Village of Carol Stream

BOARD MEETING

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3. Approval of Independent Contractor Agreements for Snow Plow Services.
This is an annual agreement which secures contractors and equipment rates for snow plowing services throughout the winter season.
4. Approval of Out Of Scope Services Agreement for Repair and Rehabilitation of the #2 Primary Screw Pump and Headwork's Improvement Project at the Carol Stream Water Reclamation Center.
This contract is intended to cover two projects at the WRC: the headworks project was planned and budgeted and the screw pump repair was unanticipated and requires immediate attention.

H. ORDINANCES:

I. RESOLUTIONS:

1. Resolution No. _____, Declaring Surplus Property Owned by the Village of Carol Stream.
Public Works is seeking approval to dispose of items no longer of use to the department.
2. Resolution No. _____, Supporting Governmental Self-Insurance Pooling and Opposing Non-Productive Legislative Restraints.
This resolution opposes legislation being considered by the State legislature that would impair local government's ability to pool its resources to self-insure against insurance claims and increases tort immunity defense costs of local governments.

J. NEW BUSINESS:

K. PAYMENT OF BILLS:

1. Regular Bills: October 16, 2012 through November 5, 2012.
2. Addendum Warrants: October 16, 2012 through November 5, 2012.

L. REPORT OF OFFICERS:

1. Mayor:
2. Trustees:

Village of Carol Stream

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3. Clerk:

M. EXECUTIVE SESSION:

1. Collective Negotiating Matters.
2. Salary Schedules for One or More Classes of Employees.

N. ADJOURNMENT:

LAST ORDINANCE:	2012-10-34	LAST RESOLUTION:	2615
NEXT ORDINANCE:	2012-11-35	NEXT RESOLUTION:	2616

AGENDA ITEM

10-15-2012 VB

B-1 11-5-12

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

October 15, 2012

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

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

Absent: Trustees Don Weiss

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

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

MINUTES:

Trustee Schwarze moved and Trustee McCarthy made the second to approve the Minutes of the October 1, 2012 Village Board Meeting. The results of the roll call vote were as follows:

Ayes: 4 Trustees Frusolone, Manzzullo, Schwarze & McCarthy
Nays: 0
Abstain 1 Trustee Fenner
Absent: 1 Trustee Weiss

Trustee Manzzullo moved and Trustee Frusolone made the second to approve and not release the Minutes of the October 1, 2012 Executive Session Meeting of the Village Board. The results of the roll call vote were as follows:

Ayes: 4 Trustees Frusolone, Manzzullo, Schwarze & McCarthy
Nays: 0
Abstain 1 Trustee Fenner
Absent: 1 Trustee Weiss

AUDIENCE PARTICIPATION AND PUBLIC HEARINGS:

Swearing In Ceremony: Thomas Miller as Police Commander and Camillo J. Incrocci as Police Sergeant:

Tom Miller sworn in as Police Commander and Camillo J. Incrocci sworn in as Police Sergeant by Mayor Saverino.

CONSENT AGENDA:

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

Ayes: 5 Trustees Frusolone, Manzzullo, Schwarze, McCarthy & Fenner

Nays: 0

Absent: 1 Trustees Weiss

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

Ayes: 5 Trustees Frusolone, Manzzullo, Schwarze, McCarthy & Fenner

Nays: 0

Absent: 1 Trustees Weiss

1. Village of Carol Stream – 500 N. Gary Avenue Text Amendment #1 – Sign Code (Changeable Copy)
2. Approval to Purchase Squad Cars
3. Letter of Credit Reduction No. 1 (#SLCSTL05549) – Easton Park Subdivision, Phase II
4. Ordinance No. 2012-10-34 Amending Chapter 6, Article 11 of the Municipal Code of the Village of Carol Stream (Sign Code).
5. Resolution No. 2613, Declaring Surplus Property Owned by the Village of Carol Stream
6. Resolution No. 2614, Establishing a Policy for Listening Post Conduct
7. Appointment of David Hennessey to the Board of Fire and Police Commission
8. Raffle License - Carol Stream Woman's Club
9. Payment of Regular & Addendum Warrant of Bills
10. Treasurer's Report: Revenue/Expenditure Statement and Balance Sheet, Month End, September 30, 2012

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

Ayes: 5 Trustees Frusolone, Manzzullo, Schwarze, McCarthy & Fenner

Nays: 0

Absent: 1 Trustees Weiss

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

Village of Carol Stream – 500 N. Gary Avenue Text Amendment #1 – Sign Code (Changeable Copy):

The Village Board concurred with the Plan Commission recommendation to allow changeable copy signs on scoreboards at public or private recreational facilities.

Approval to Purchase Squad Cars:

The Village Board approved the Police Department request to purchase three patrol vehicles under the Southwest Conference of Mayors Cooperative bid in the amount of \$73,800.

Letter of Credit Reduction No. 1 (#SLCSTL05549) – Easton Park Subdivision, Phase II:

The Village Board approved a request by subdivision developer, M/I Homes to reduce the letter of credit for the Easton Park Subdivision, Phase II by \$90,075.00 to a remaining balance of \$294,238.38 for work completed.

Ordinance No. 2012-10-34 Amending Chapter 6, Article 11 of the Municipal Code of the Village of Carol Stream (Sign Code):

The Village Board approved Ordinance No. 2012-10-34 Amending Chapter 6, Article 11 of the Municipal Code of the Village of Carol Stream (Sign Code) to allow changeable copy signs on scoreboards at public or private recreational facilities.

Resolution No. 2613, Declaring Surplus Property Owned by the Village of Carol Stream:

The Village Board approved Resolution No. 2613, declaring 1 seized vehicle awarded to Village as surplus for auction and 2 seized vehicles awarded to the Village as surplus to the Carol Stream Fire Protection District for training purposes.

Resolution No. 2614, Establishing a Policy for Listening Post Conduct:

The Village Board approved Resolution No. 2614, establishing a policy for Listening Post conduct and establishing a policy for addresses by residents at the Listening Post held prior to meetings of the Mayor and Board of Trustees.

Appointment of David Hennessey to the Board of Fire and Police Commission:

The Village Board concurred with the Mayor's recommendation to appoint David Hennessey to the Board of Fire and Police Commission to fill the vacancy left by former Commissioner Ron Samson.

Raffle License - Carol Stream Woman's Club:

The Village Board approved the Carol Stream Woman's Club request for a raffle license and waiver of fee and manager's fidelity bond for their fundraiser to be held on November 3, 2012 at the Holiday Inn.

Regular Bills and Addendum Warrant of Bills:

The Village Board approved the payment of the Regular Bills dated October 15, 2012 in the amount of \$453,091.95. The Village Board approved the payment of the Addendum Warrant of Bills from October 2, 2012 – October 15, 2012 in the amount of \$711,191.26.

Treasurer's Report: Revenue/Expenditure Statement and Balance Sheet, Month End, September 30, 2012:

The Village Board received the Treasurer's Report: Revenue/Expenditure Statement and Balance Sheet, Month End, September 30, 2012.

Non Consent Agenda Items:

Presentation of Annual Report and Rebate – WRC Contract for Period Ending April 30, 2012:

The Village Board received the presentation of the Water Reclamation Center Annual Report and rebate check for \$27,048.62 from John Bowman and Danny Stevens representing the WRC contract operator OMI/CH2MHill.

Resolution No. 2615, to Record the Determination of the Corporate Authorities of the Village of Carol Stream of the Amounts of Money Estimated to be Necessary to be Raised by Taxation Property for the Fiscal Year Beginning May 1, 2012, and Ending April 30, 2013:

This action is required by the Illinois Truth in Taxation Act (35 ILCS 200/18-60) and must be completed no sooner than 20 days prior to adoption of the final 2012 property tax levy. The Village Board is required to approve the tax levy request of the Library Board based on how the Library is organized under Illinois statutes. Final adoption of the tax levy is scheduled for the Village Board meeting of November 19, 2012. The Village Board approved Resolution No. 2615, to record the determination of the Corporate Authorities of the Village of Carol Stream of the amounts of money estimated to be necessary to be raised by taxation property for the fiscal year beginning May 1, 2012, and ending April 30, 2013. Trustee McCarthy commented that this levy is not for Village purposes but is used exclusively by the Carol Stream Library.

Trustee Schwarze moved and Trustee Manzzullo made the second to approve Resolution No. 2615, to record the determination of the Corporate Authorities of the Village of Carol Stream of the amounts of money estimated to be necessary to be raised by taxation property for the fiscal year beginning May 1, 2012, and ending April 30, 2013. The results of the roll call vote were as follows:

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

Report of Officers:

Trustee Frusolone thanked her fellow Board members and members of the community who reached out to her during her recent family emergency. The prayers were much appreciated. She shared good news on the Carol Stream CERT who came in 4th place behind Chicago, New Lennox and Will County (compared to 10th place last year) in area-wide CERT competition with 30 teams participating in 8 different events and #1 in DuPage County. Carol Stream's CERT finished ahead of Addison, Naperville, Buffalo Grove, Palatine, Northbrook and Highland Park. She thanked Commander Miller and Officer Tom Eby for their support of the group. The Carol Stream Park District also

conducted disaster preparedness training last week called the *Zombie Apocalypse* for teenagers (11-17). The training was intended to introduce preparedness concepts to younger residents.

Trustee Manzzullo stated last week Benjamin School held a Lake Michigan Water ceremony recognizing the arrival of Lake Michigan water supply from the Village of Carol Stream. This not only improved their water quality over well water but increased water pressure needed for firefighting purposes. He praised the students for the presentation they made and the residents in the area for their cooperation with the Village prior to and during construction of the new water mains. He closed his report by asking everyone to remember and pray for our troops.

Trustee Fenner stated she had a few personal items to discuss. First, she became a grandmother again with the birth of her fourth granddaughter, Quinn Olivia, 4 weeks ago. She commented that for the past year or so, residents may have noticed she has missed a lot of meetings. She has been diagnosed with polymyalgia rheumatic an autoimmune disease that makes her very weak and very tired. She stated that although she will make every attempt to attend her remaining meetings she has decided not to run again for office during the next election. The Village Board expressed regrets and thank you to Trustee Fenner for her 20 years of service to the Village. There was a round of applause for Trustee Fenner.

Trustee Schwarze congratulated Commander Miller and Sergeant CJ Incrocci on their promotions and new Police and Fire Commissioner Dave Hennessey for his volunteer work. He encouraged residents to shop Carol Stream.

Trustee McCarthy congratulated Commander Miller and Sergeant CJ Incrocci on their promotions and Dave Hennessey for his appointment to the Board of Fire and Police Commission. The Youth council is kicking off the Christmas stocking stuffer program by placing donation cans at West Chicago and Glenbard North High Schools. There was a special meeting on municipal electric aggregation at 6:30 this evening which was taped and will be rebroadcast on cable television. He encouraged residents to view the video so they can make an informed decision on their electric supplier.

Manager Breinig stated there will be another public hearing on municipal electric aggregation on November 5, 2012 in the Village Board room at 6:30 p.m. prior to the Listening Post. He encouraged residents to vote on the referendum on November 6 as it could impact the amount of money they spend on electricity. He commented on the work of Assistant to the Village Manager Chris Oakley, Director of Public Works Phil Modaff and Assistant Public Matt York securing economic stimulus funds to change out the WRC blower motors resulting in significant savings to the Village.

Mayor Saverino recognized Library Board President Mike Wade and District 6 County Board member Dirk Enger in the audience. He congratulated Commander Miller and Sergeant CJ Incrocci on their promotions and Dave Hennessey for his appointment to the Board of Fire and Police Commission. He stated the athletic programs at Glenbard North High School and, in particular the wrestling program and football program which recently clinched its first DuPage Valley Conference championship since 1991 are like jewels of the community. On October 4 he attended the Windsor Park 25th anniversary celebration (another one of our hidden jewels). On October 6th the Carol Stream Library had its 50th anniversary. Also, on October 6th the Carol Stream Fire Protection District

held its annual open house. This past Sunday, Justin McKeown, A 2007 graduate of Glenbard North High School and a Combat Medic with the 1st Marines, returned back from overseas from his 4th tour of duty. Mayor Saverino thanked him for his dedication and service to our country. He also attended the open house for Zones, a new IT company and large taxpayer that recently moved to Carol Stream. He commented that there are great Halloween decorations in town including ones on the 300 block of Canyon Trail, Aztec and on Idaho.

At 9:03 p.m. Trustee Fenner moved and Trustee McCarthy made the second to adjourn the meeting to executive session to discuss collective negotiating matters in accordance with Section 2.C.2 and salary schedules of one or more classes of employees in accordance with Section 2.C.1. of the Open Meetings Act. There will be no action as a result of these discussions and the Board will adjourn their meeting from Executive Session. The results of the roll call vote were as follows:

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

FOR THE BOARD OF TRUSTEES

Frank Saverino, Sr., Mayor

Beth Melody, Village Clerk

SPECIAL MEETING OF THE MAYOR AND BOARD OF TRUSTEES

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

B3-11-5-12**October 15, 2012**

Mayor Saverino, Sr. called the Special Meeting of the Board of Trustees to order at 6:00 p.m. and asked Village Clerk Beth Melody to call the roll:

Present: Mayor Frank Saverino, Sr. & Trustees Matt McCarthy, Pam Fenner, Mary Frusolone, Tony Manzullo, and Greg Schwarze.

Absent: Trustee Don Weiss.

Also Present: Village Manager Joe Breinig, Assistant to the Village Manager Christopher Oakley, Finance Director Jon Batek, Police Chief Kevin Orr, Deputy Police Chief Ed Sailer and Village Clerk Beth Melody.

Village Manager Breinig noted that the Special Meeting represented a continuation of the discussion held at a prior meeting in June on local prosecution of traffic offenses. At that time staff was asked to obtain additional information and report back to the Village Board. Deputy Chief Ed Sailer provided information that supplemented information provided at the June 1, 2012 workshop on the matter.

Information was provided on the current distribution of fine revenues and the distribution if local prosecution is implemented. It was noted that the \$25.00 fee per ticket that currently goes to the County would come to the Village with local prosecution. The conversation shifted to the selection of a prosecutor, and staff explained how a prosecutor could be selected for traffic offenses. Conflicts of interest were among the factors to be considered in selecting a prosecutor. An attorney handling criminal prosecutions might have problems prosecuting on behalf of the Village. Improved communications with the prosecutor was identified as a likely benefit of local prosecution. Lastly the process to be utilized for handling cases was discussed. Direction was given by consensus of the Mayor and Village Board to proceed with implementation of local prosecution of traffic offenses.

A motion was made by Trustee McCarthy and seconded by Trustee Manzullo to adjourn the Special Meeting at 6:18 p.m. The motion carried unanimously by voice vote.

FOR THE BOARD OF TRUSTEES

Frank Saverino, Sr., Mayor

Beth Melody, Village Clerk

AGENDA ITEM

B4 11-5-12

10-15-2012 SVB
PUBLIC HEARING

SPECIAL MEETING/PUBLIC HEARING OF THE MAYOR AND BOARD OF TRUSTEES
Gregory J. Bielawski Municipal Center, 500 N. Gary Avenue, Carol Stream, DuPage
County, IL 60188

October 15, 2012

Mayor Saverino, Sr. called the Special Meeting/Public Hearing of the Board of Trustees to order at 6:30 p.m. and Village Clerk Beth Melody called the roll:

Present: Mayor Frank Saverino, Sr. & Trustees Pam Fenner, Matt McCarthy, Greg Schwarze, Tony Manzullo, and Mary Frusolone.

Absent: Trustee Don Weiss.

Also Present: Village Manager Joe Breinig, Assistant to the Village Manager Christopher Oakley, Finance Director Jon Batek and Village Clerk Beth Melody.

The Public Hearing began with a presentation by David Hoover of the Northern Illinois Municipal Electric Collaborative (NIMEC), the Village's consultant for electric aggregation. Mr. Hoover then addressed questions from those in attendance. The information provided included:

- Electric rates through aggregation are lower than ComEd/Exelon because the Illinois Power Agency acting on behalf of customers statewide entered into long-term contracts and the price of electricity on the open market is lower than the current ComEd/Exelon contract.
- Companies entertained for aggregation are pre-qualified by the Illinois Commerce Commission.
- The program is set up under the state statute as "opt out" to increase participation and obtain the lowest prices.
- Residences will receive letters advising them of the bid results for electricity.
- Bids will be obtained for one, two and three years with rates fixed for the term of the agreement.
- The electricity supplier chosen will directly assist customers in opting out of agreements with alternate suppliers selected earlier.
- The cost of NIMEC's services will be borne by the suppliers and will not be paid for by customers of the Village.
- ComEd/Exelon, in the event of a supplier's inability to meet the needs of the community, will act as the supplier of last resort by law.
- Bids will include green power with the Village Board making a decision on the extent at the time of award of bid.
- Customers with solar panels will be encouraged to remain with ComEd/Exelon to take advantage of unique tariffs for this arrangement.
- Suppliers will be considered on both a qualitative and quantitative basis.
- The timing of bids, because they are for the year around purchase of electricity are less susceptible to seasonal and other factors impacting price.

The Village Board asked if the community could reject bids if bid prices were higher than ComEd/Exelon and Mr. Hoover advised that bids could be rejected under that scenario.

Trustees offered positive experiences with alternate electric suppliers and supported measures being taken to avoid unscrupulous suppliers.

A motion was made by Trustee McCarthy, and seconded by Trustee Schwarze to adjourn the Public Hearing at 7:26 p.m. The motion carried unanimously upon roll call of those present.

FOR THE BOARD OF TRUSTEES


Frank Saverino, Sr., Mayor

Beth Melody, Village Clerk

Village of Carol Stream

Interdepartmental Memo

TO: Joseph Breinig, Village Manager

FROM: William N. Cleveland, Assistant Village Engineer 

DATE: October 29, 2012

RE: 2012 Asphalt Surface Treatment Project (Rejuvenator) – Final Payment and Acceptance


In April of 2012 the Village Board awarded the referenced project to American Road Maintenance (formerly Midwest Tar Sealer) in the amount of \$288,200.00.

The final contract was \$289,386.69, which was \$1,186.69 over the contract amount of \$288,200 due to additional pavement being treated and striped. A total of 280,581 square yards of pavement was treated, and another 51,864 square yards will be treated with the restorative sealer product for older pavements.

Staff therefore recommends approval of final payment to American Road Maintenance in the amount of \$2,887.75 and acceptance of the 2012 Asphalt Surface Treatment Project and \$611.50 to their Midwest Tar Sealer (same company) for pavement striping.

Cc: James T. Knudsen, Director of Engineering Services
Jon Batek, Finance Director
Phil Modaff, Director of Public Works

Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: William N. Cleveland, Assistant Village Engineer 
DATE: October 30, 2012
RE: Southwest Water Main Extension Project – Acceptance and Approval of Final Payment & Change Order

All paperwork and punch list items have been completed for the referenced project. As stipulated in the contract documents, the contractor has provided Certified Payroll, Waivers of Lien, and a Three Year Warranty Bond.

The final contract price is \$1,139,744.33, which is \$112,407.10 (9%) under the adjusted contract price of \$1,252,151.43.

Staff therefore recommends final payment in the amount of \$5,014.88 be made to R.A. Mancini, Inc., the project accepted, and the Purchase Order can be closed.

Cc: Jon Batek, Finance Director
Phil Modaff, Director of Public Works
James T. Knudsen, Director of Engineering Services
James Ludman, Engineering Inspector

CHANGE ORDER NO. 1 (Final)

PROJECT: Southwest Water Main Extension DATE OF ISSUANCE: October 30, 2012

OWNER: Village of Carol Stream

CONTRACTOR: R.A. Mancini, Inc.

You are directed to make the following changes in the Contract Documents:

Description: Final Change Order
Purpose of Change Order: Adjust Contract Quantities
Attachments: Pay Estimate #7 and Final

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIME:	
Original Contract Price:	\$ 1,234,650.00	Original Contract Time:	October 1, 2012
Previous Change Orders:	\$ 17,501.43	Change from previous Change Orders:	None
Current Contract Price:	\$ 1,252,151.43	Current Contract Time:	Oct. 1, 2012
Net increase/(decrease) of this Change Order:	\$ (112,407.10)	Net increase/(decrease) of this Change Order:	None
Contract Price with this Change Order:	\$ 1,139,744.33	Contract Time with this Change Order:	Oct. 1, 2012

Pursuant to Public Act 85-1295, the circumstances which necessitate this Change Order were not reasonably foreseeable at the time the Contract was signed, were not within the contemplation of the Contract as signed, and are in the best interest of the Village.

RECOMMENDED:
Engineering Services Dept.

By: _____

James T. Knudsen
Director of Engineering Services

APPROVED:
Village of Carol Stream

By: _____

Joseph Breinig,
Village Manager

ACCEPTED:
R.A. Mancini

By: _____

President

CONTRACTOR'S CERTIFICATE FOR FINAL PAYMENT # 7

STATE OF Illinois

COUNTY OF McHenry

The Affiant Rick Mancini being first duly sworn, on oath deposes and says that he is President of RA Mancini, Inc contractor with the Village of Carol Stream, Carol Stream, IL, for the construction of:

Southwest Area Watermain Extension Parts (A&B) and Part B (Alt)

quantities, and prices of work and material shown on the attached sheet(s) of the Estimate for Partial Payment are correct and that all work has been performed and materials supplied in full accordance with the terms and conditions of the construction contract between the Contractor and the Owner, and all authorized changes, thereto; that the following is a full, true, and correct statement of the contract account up to and including the last day of the period covered by this estimate; that Waivers of Lien for all materials will be furnished upon demand.

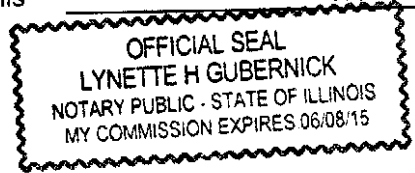
(1) Total Amount Earned	\$	1,139,744.33		(6) Amount of Original Contract	\$	1,234,650.00
(2) Less <u>0.00%</u> Retained	\$	0.00		(7) Authorized Change Orders	\$	17,501.43
(3) Net Amount Earned	\$	1,139,744.33		(8) Additions and Credits to Contract.....	\$	(112,407.10)
(4) Total Previous Payments	\$	1,134,729.45		(9) Net Contract Amount	\$	1,139,744.33
(5) Amount Due This Payment	\$	5,014.88		(10) Balance to Complete Incl. Retainage..	\$	0.00

*OK to pay
10/31/12*

Signed/Title: Rick Mancini President Date: 10/17/2012

Subscribed and Sworn before me this 17th Day of October, 2012

SEAL



Lynette H. Gubernick Notary Public


CERTIFICATE OF CONSULTING ENGINEER
 I certify that I have verified the Estimate and to the best of my knowledge and belief it is full, true, and correct statement of work performed and materials supplied; that all have been performed in full accordance with the terms and conditions of the Construction Contract and any authorized changes, thereto.
 Name: _____
 By: _____ Dates: _____

CERTIFICATE OF COUNTY ENGINEER
 I certify that I have verified the Estimate and to the best of my knowledge and belief it is full, true, and correct statement of work performed and materials supplied; that all have been performed in full accordance with the terms and conditions of the Construction Contract and any authorized changes, thereto.
 Name: _____
 By: _____ Dates: _____

OWNER'S APPROVAL
 By: _____
 Title: _____
 Date: _____

Village of Carol Stream Interdepartmental Memo

TO: Joe Breinig, Village Manager

FROM: Philip J. Modaff, Director of Public Works 

DATE: November 1, 2012

RE: Approval of Independent Contractor Agreements -- Snowplowing Contractors

As in past years, the Public Works Department plans on utilizing contractors to assist in snow removal efforts during the 2012-13 winter season. Contractor services are included in the current budget in the total amount of \$240,000. We are in the process of securing agreements (sample attached) with the following snow removal contractors:

- D & M Services
- Panzarino Construction
- John Tautges Trucking
- Olive Grove Landscaping
- S & S Maintenance
- T.C.L. Excavating
- U.S. Paving

The Village has not granted a rate increase in three years. This year I am proposing a five percent (5%) rate increase in recognition of the significant increase in fuel costs over the past several years:

EQUIPMENT	FULL RATE	TRAVEL RATE
Pick-up truck	\$ 71.95/hr	\$25/hr
Single-axle truck	\$ 74.55/hr	\$25/hr
Skid steer	\$ 84.00/hr	\$28/hr
Tandem truck	\$117.50/hr	\$25/hr
2/2.5 cubic yard loader	\$135.50/hr	\$28/hr
3 cubic yard loader	\$162.75/hr	\$28/hr
Backhoe/loader	\$ 87.00/hr	\$28/hr

I recommend that the Village Board approve a Motion approving Independent Contractor Agreements with the firms and rates listed above.

Attachment

INDEPENDENT CONTRACTOR'S AGREEMENT (page 1 of 2)

THIS AGREEMENT entered into by and between _____ herein referred to as the "*First Party*"; and the **VILLAGE OF CAROL STREAM**, 500 North Gary Avenue, DuPage County, Illinois, hereinafter referred to as the "*Second Party*".

WHEREAS, "*First Party*" will be performing various work under contracts with the said "*Second Party*" entered into and to be entered into from time to time, which work will be performed on and/or off the premises of the "*Second Party*" and said "*First Party*" may have subcontractors or one or more employees engaged in the performance of said work:

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration received and to be received, the "*First Party*" hereby agrees:

1. To comply with all laws, regulations and rules promulgated by any Federal, State, County, Village and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work to which reference is made above. Included within the scope of the laws, regulations and rules referred to in this paragraph but in no way to operate as a limitation, are all forms of traffic regulations, public utility and Intrastate and Interstate Commerce Commissions regulations, Workmen's Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government and any of its titles, FEPC or FEOC statutory provisions and rules and regulations.
2. To protect, indemnify, hold and save harmless and defend the "*Second Party*" against any and all claims, costs causes, actions and expenses, including but not limited to attorney's fees incurred by reason of a lawsuit or claim for compensation arising in favor of any person, including the employees or officers or independent contractors or subcontractors of the first and second parties, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting directly or indirectly from the performance by the "*First Party*" hereunder, whether such loss, damage, injury or liability is contributed to by the negligence of the "*Second Party*" whether latent or patent, or from other causes whatsoever, except that the "*First Party*" shall have no liability or damages or the costs incident thereto caused by the sole negligence of the "*Second Party*".
3. To keep in force, to the satisfaction of the "*Second Party*", at all times during the performance of the work referred to above, Commercial General Liability Insurance and Automobile Liability Insurance with Bodily Injury limits of not less than \$1,000,000 and Property Damage Insurance with limits of not less than \$1,000,000. The "*First Party*" agrees that at any time upon the demand of the "*Second Party*" proof of such insurance coverage as will be submitted to the "*Second Party*". There shall be no additional charge for said insurance to the "*Second Party*".
4. To maintain all records and documents for projects of the Public Body of the Village of Carol Stream in compliance with the Freedom of Information Act, 5ILCS 140/4 et seq. In addition, Contractor shall produce, without cost to the municipality, records which are responsive to a request received by the Public Body under the Freedom of Information Act so that the Public Body may provide records to those requesting them within the timeframes required. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Public Body and if possible, the Public Body shall request an extension so as to comply with the Act. In the event that the Public Body is found to have not complied with the Freedom of Information Act, based upon Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorney fees and penalties.
5. To furnish any affidavit or certificate, in connection with the work covered by this agreement as provided by law.

INDEPENDENT CONTRACTOR'S AGREEMENT (page 2 of 2)

6. To indemnify "Second Party" for any loss it may sustain by theft or other cause from the acts or negligence of the employees of the "First Party" or of the subcontractors.

IT IS MUTUALLY UNDERSTOOD AND AGREED that the "First Party" shall have full control of the ways and means of performing the work referred to above and that the "First Party" or his/its employees, representative or subcontractors are in no sense employees of the "Second Party", it being specifically agreed that in respect to the "Second Party", the "First Party" bears the relationship of an independent contractor.

This agreement shall be in effect from the 19th day of November, 2012 through the 15th ___ day of May, 2013.

IN WITNESS WHEREOF, THE PARTIES have executed this agreement this ___ day of ___ 2012.

FIRST PARTY:

CONTRACTOR

SIGNED _____

BY: _____

TITLE: _____

SECOND PARTY:

VILLAGE OF CAROL STREAM

SIGNED: _____

BY: _____

TITLE: _____

INSURANCE

The Contractor shall provide and maintain in force, at no cost to the Village for the life of this contract, or any subsequent extension thereof, insurance coverage as follows:

TYPE

MINIMUM COVERAGE

- | | |
|--|--|
| A. Workmen's Compensation | Statutory State of Illinois |
| B. Comprehensive general and automobile liability and property damage. The Contractor shall defend, indemnify and save harmless the Owner, and all of their officers, agents, employees from all suits, actions or claims of any character brought for or on account of any injuries to or death or damages received by any person, persons or property resulting from the operations of the Contractor or any of its subcontracts, in prosecuting the work under this contract. | \$1,000,000 Combined Single Limit
\$2,000,000 Aggregate Limit |

NOTE: It is also required that the Contractor's insurer be subject to approval by the Village.

The Contractor will defend, indemnify and hold harmless the village of Carol Stream against any and all loss, damage, and expense for any injury to persons or damage to property arising out of, or in connection with, and for any loss or penalty resulting from the violation of any law or ordinance, by the Contractor, employees and/or subcontractors engaged by the Contractor. The Contractor shall defend, indemnify and save harmless and defend the Village of Carol Stream together with the officers, agents and employees of the Village, and each of them, from and against any and all claims, costs, expense and liability of every nature or kind, arising out of, or in any way connected with the operations of Contractor, its officers, agents, employees or any subcontractor under this agreement, specifically excepting those claims arising out of or contributed to by the negligence of the Village, its employees or agents.


Contractor agrees to provide certificates of insurance evidencing compliance with the insurance provisions of this contract.

Each contractor shall submit a Certificate of Insurance on an ISO approved form prior to commencing any work, indicating the Village of Carol Stream as an additional insured, as per the enclosed sample. The following items must be included on the Certificate of Insurance:

- Cancellation Clause must read as follows: "Should any of the above described policies be cancelled or modified before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named to the left."
- Certificate Holder must read: "Additional Insured: Village of Carol Stream, Its Officers, Employees & Independent Contractors, 500 N. Gary Avenue, Carol Stream, IL 60188"
- You must have at least \$1,000,000 of auto liability and \$1,000,000 of general liability.

Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager

FROM: Philip J. Modaff, Director of Public Works 

DATE: November 1, 2012

RE: Recommendation to Approve an out-of-scope services agreement for repair and rehabilitation of the #2 primary screw pump and headworks improvement project at the Water Reclamation Center (WRC)

There are two major projects that must be undertaken at the WRC:

1. **Primary Screw Pump Repair** - Staff has reported on the recent failure of a primary screw pump. This pump serves at the front end of the process to elevate raw sewage which is then fed via gravity through the initial screening process. Failure of this pump was unanticipated and repair is critical to restore redundancy. Two remaining pumps are capable of handling flows, but the third pump is a critical redundancy.
2. **Headworks Rehabilitation** - The Village's five-year Capital Improvement Program (CIP) included \$750,000 to fund a project for repair, replacement and rehabilitation of several components of the headworks process. The planned work included: replacement of bridge, aerator, rotary drum screen bearings and rollers, sprockets and chains and grit classifier; repair or replacement of various failing HVAC components; application of new paint and epoxy coatings on building interior; overhead door replacement and miscellaneous structural repairs; and improvement to SCADA and generator capabilities.

The work in these two projects is closely related in the front end of the treatment process and will need to be planned, staged and executed while maintaining plant operations. Therefore, I have negotiated with CH2MHill to combine the design and construction of the two in order to take advantage of their operational expertise and familiarity with our plant and to insure continued plant operation throughout the project. In determining the project scope and negotiating the project cost I utilized the services of consulting engineering firm Baxter & Woodman to review project components and propose contract language to protect the Village's interests. In addition, the Village Attorney has reviewed the proposed agreement and worked with CH2MHill's legal representation in crafting the agreement terms.

CH2MHill's proposed cost is \$847,000.00. This cost is presented as an estimate due to the uncertainty of the extent to which several of the primary screw pump components have been damaged. The estimated cost is based upon what is apparent at this time and the intention to repair one or more components rather than replace them. However, should replacement of one

or more components become the obvious choice due to higher-than-expected repair costs, staff will return to the Village Board with a request for a change order.

The budget amount for the headworks project was \$750,000. The additional funds for the balance of the work associated with this project would be drawn from Water/Sewer fund balance.

It is recommended that the Village Board approve an out-of-scope services agreement for repair and rehabilitation of the #2 primary screw pump and headworks improvement project at the Carol Stream Water Reclamation Center.

Attachments

**OUT OF SCOPE SERVICES AGREEMENT FOR REPAIR AND REHABILITATION OF THE #2
PRIMARY SCREW PUMP AND HEADWORK'S IMPROVEMENT PROJECT
AT THE CAROL STREAM WATER RECLAMATION CENTER**

THIS OUT OF SCOPE SERVICES AGREEMENT (hereinafter the "Agreement") is made and entered into this ____ day of November, 2012, by and between the Village of Carol Stream, Illinois, an Illinois home rule municipal corporation (hereinafter the "Owner"), and Operations Maintenance International, Inc., a Colorado business corporation (hereinafter the "Contractor"). Owner and Contractor may sometimes herein be referred to collectively as the "Parties."

RECITALS:

WHEREAS, on April 20, 2011, the Owner and the Contractor entered into an Agreement for the Operations, Maintenance and Management Services for the Village of Carol Stream Water Reclamation Center (hereinafter the "Operations Agreement"); and

WHEREAS, pursuant to the Operations Agreement, the Contractor is responsible for the operations, maintenance, repair, and management of the Carol Stream Water Reclamation Center (hereinafter the "WRC"); and

WHEREAS, pursuant to Section 2.25 of the Operations Agreement, the Owner may request the Contractor to perform services beyond the scope of the Operations Agreement upon terms and conditions to be negotiated by the Parties; and

WHEREAS, the Owner has determined that the WRC is in need of certain maintenance and repairs beyond the scope of the Operations Agreement and desires to retain the Contractor to perform the services in relation thereto. Specifically, the WRC is in need of repair and rehabilitation of the #2 primary screw pump (hereinafter the "Screw Pump Project") and repair, replacement and rehabilitation of several components of the headwork's process (hereinafter the "Headwork's Project"). The Screw Pump Project and the Headwork's Project may sometimes herein be referred to collectively as the "Projects"; and

WHEREAS, the Owner desires to combine the design and construction of the Screw Pump Project and the Headwork's Project in order to take advantage of the Contractor's operational expertise and familiarity with the WRC to reduce costs and insure operation of the WRC during the Projects.

IN CONSIDERATION of the above recitals, the mutual covenants herein contained, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Incorporation of Recitals.** The above recitals are incorporated into this Agreement as material terms thereof.
2. **Screw Pump Project.** The Contractor agrees to perform the services and provide the necessary equipment for the Screw Pump Project as described in Exhibit A attached hereto and made a part hereof.
3. **Headwork's Project.** The Contractor agrees to perform the services and provide the necessary equipment for the Headwork's Project as described in Exhibit B attached hereto and made a part hereof.

4. **Work Schedule.**

A. **Screw Pump Project.** The Screw Pump Project shall be completed by the Contractor within three (3) months of the date of this Agreement. The schedule may change if it is determined in writing by the Owner, in consultation with the Contractor, that the "reducer" addressed in Exhibit A needs to be replaced. If the schedule changes, the Contractor shall provide the Owner with an updated schedule as soon as practical.

B. **Headwork's Project.** The Headwork's Project shall be completed by the Contactor within six (6) months from the date of this Agreement.

C. The Parties acknowledge that events may arise during the course of the Projects that may necessitate an extension of the Work Schedule provided for herein. As such, the Parties may agree, by mutual agreement evidenced by a letter from the Village Director of Public Works, to extend the Work Schedule for the Projects by a reasonable amount of time. Approval of such an extension shall not be unreasonably denied by the Village.

5. **Contract Price.** The Owner shall pay the Contractor an amount up to \$847,000 for satisfactorily completing the Projects. The estimated cost of the Projects is based on the anticipated costs plus 12.5%. However, the Parties acknowledge that the actual cost of the Projects may exceed \$847,000, depending on the actual condition of the components to be repaired, which will not be fully known by the Parties until work on the Projects begins. In the event that the estimated maximum cost of the Projects is determined by the Parties to exceed \$847,000 after commencement of the Projects, the maximum contract price may be adjusted by the Parties by change order. The Contractor shall not be obligated to perform any of the work necessitating an increase in the maximum contract price until such time as a change order is executed by an authorized representative of the Owner.

6. **Payment Terms.** The payment terms shall be pursuant to Section 6.2 of the Operations Agreement. A payment of 50% of the total estimated non-labor combined costs shall be due upon acceptance of this Agreement by the Owner. For reference purposes, a summary of the estimated combined non-labor costs is attached hereto as Exhibit C and made a part hereof. The remaining balance shall be made by the Owner upon completion of the Projects.

7. **Purchases.** The Contractor agrees to adhere to Section 2.21 of the Operations Agreement in regard to the purchase of required services and/or equipment, unless the required equipment and/or services are only available from a sole source provider due to the proprietary rights associated with the equipment and/or services. However, for the sole purposes of this Agreement, the Contractor may adhere to Section 2.21(C) of the Operations Agreement for purchases in excess of \$20,000, if the Contractor determines in its prudent business judgment and in consultation with the Owner, that adherence to Section 2.21(D) of the Operations Agreement would cause an unduly burdensome delay in the Projects.

8. **Manufacturer's Warranties.** The Contractor agrees to obtain, and take all necessary actions to maintain, any and all manufacturer's warranties for any and all equipment purchased in connection with the Projects.
9. **Installation Warranty.** At the time of final payment for the cost of the Projects, the Contractor shall provide the Owner with a written warranty covering the workmanship and equipment provided, for a period of one (1) year commencing on the date of the Owner's final payment for the cost of the Project.
10. **Change Orders.** The Contractor agrees that no extra work or changes to this Agreement, including, without limitation, the maximum contract price provided for in Section 5 of this Agreement, will be effective or paid for unless agreed to in writing by change order signed by an authorized representative of the Owner before any extra work is commenced or change is made.
11. **Subcontractors.** The Contractor shall provide the Owner with reasonable written notice prior to entering into any subcontract for any work to be performed on the Projects. The Owner shall have the unilateral and unconditional right to reject, in writing, any proposed subcontractor within three (3) business days of receipt of such notice. In the event that the Owner does not object, in writing, to a proposed subcontractor within three (3) business days of receipt of notice from the Contractor, the Owner will be deemed to have agreed to the subcontractor. The Contractor shall be solely responsible for making any and all payments to any and all subcontractors used on the Projects, and shall defend, indemnify and hold the Owner harmless for any and all causes of action and liabilities arising from the failure of the Contractor to pay any subcontractor.
12. **Incorporation of Operations Agreement by Reference.** Any and all of the provisions of the Operations Agreement including, without limitation, those related to insurance and indemnification requirements, are incorporated herein by reference and shall remain in full force and effect.
13. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and but one agreement.

Village of Carol Stream

By:

Title: Mayor

ATTEST:

Title: Clerk

CONTRACTOR:

By: _____

Title: _____

ATTEST:

Title: _____

Exhibit A
Scope of Work for Project A

**Carol Stream Repair and Rehabilitation of the #2 Primary
Screw Pump
(Dated September 25, 2012)**

General Description

CH2M HILL OMI to provide the repair and rehabilitation of the #2 Primary Screw Pump at the Carol Stream Water Reclamation Center. This includes the removal, rebuilding and re-installation of the existing damaged #2 primary screw pump. All work is to be provided by CH2M.HILL OMI subcontractors, with the oversight of CH2M HILL OMI.

Descriptions:

Removal, Repair and Re-Install of #2 Primary Screw Pump:

- 1) Remove cover and deflector plates.
- 2) Disconnect screw from upper and lower stub shaft assemblies.
- 3) Remove screw and transport to CH2M HILL OMI's Subcontractor's facility.
- 4) Remove three inches off the outer edge of the flighting, along the entire length of the screw pump. Seal weld a 5" wide x 1/4" thick steel strip along the outer edge of the flighting. The new steel strip shall overlap the remaining flight edge by 2". Two continuous seal welds shall be located at the top of remaining flight edge and the bottom of the new steel strip edge.
- 5) Abrasive blast, clean near white torque tube and flights.
- 6) Re-coat auger torque tube and flights with one coat of Wasser MC-Zinc (3 mils DFT) and two coats (14 total mils DFT) of Wasser MC-Tar.
- 7) Re-install screw pump assembly including upper and lower stub shaft assemblies, motor and reducer, and deflector plates.
- 8) Replace fiberglass cover support brackets with 304 stainless steel.
- 9) Re-install fiberglass cover.

Motor & Gear Reducer Rebuild:

- 1) Motor is to be sent to CH2M HILL OMI's subcontractor for overhaul, all parts to be disassembled, cleaned, baked, dynamically balance rotor and test, and replace roller bearing and ball bearing.
- 2) Gear reducer to be disassembled and inspected for condition of parts; to include removal of pulleys and output shaft coupling, installation of new shaft coupling, installation of new seals and bearings in gear reducer, measurement of journal and housing fits and record, sandblasting and cleaning of all parts, reassembly of reducer, a test run with the motor in CH2M HILL OMI's subcontractor's facility, and recording of all test data and vibrations.
- 3) If there are any parts, including related services, that are in need of replacement after breakdown and inspection of the equipment, CH2M HILL OMI's subcontractor is to acquire necessary items and complete the repair.

NOTE – If needed, this will be in addition to the estimated cost within this proposal.

Equipment and Parts to be Supplied:

- 1) New parts for pump consist of 9" upper bearing assembly with shaft.
- 2) New 6" lower bearing assembly with shaft.
- 3) Gear coupling assembly.
- 4) Deflection plates with brackets (stainless steel).
- 5) Sumitomo Paramax Reducer 9000 Drive Conversion to include Base Adapter Plate

NOTE – If CH2M HILL OMI determines the gear reducer rebuild costs to exceed 50% of a new replacement unit, CH2M HILL OMI will provide a new unit at cost plus 12.5%. If needed, this will be in addition to the estimated cost within this proposal.

Delivery of Equipment:

- 1) If needed, the estimated shipment of equipment/parts is 19-21 weeks for the reducer.
- 2) Estimated shipment of all other items is 8-10 weeks after acceptance of this letter, subject to CH2M HILL OMI' supplier's backlog at time of order.

Technical Assumptions:

- 1) All services completed onsite at the Carol Stream Water Reclamation Center are to take place during normal working hours, Monday to Friday 8am to 5pm.
- 2) The above services and cost do not include any permit fees.
- 3) All work performed onsite is to be supervised by CH2M HILL OMI's Steve Hutchings during normal working hours.
- 4) The screw pump is to be reviewed by CH2M HILL OMI at the subcontractor's facility were the rehab work is being performed when repair and blasting are complete and before painting starts.
- 5) The screw Pump being installed is like kind equipment, therefore no startup training is to be provided unless requested by the Village of Carol Stream.
- 6) Standby pumping is not included in the above scope or CH2M HILL OMI's estimated cost. If standby pumping becomes necessary, the Village of Carol Stream will be billed at the cost plus 12.5%.

Deliverables:

- 1) Start-up is to be provided by CH2M HILL OMI and/or CH2M HILL OMI's installation subcontractor.
- 2) One (1) operation and maintenance manual for the new equipment.

Exhibit B Scope of Work for Project B

Carol Stream Headwork's Improvement Project (Dated September 25, 2012)

General Description

CH2M HILL OMI to provide the upgrade of the Headwork's Building and equipment at the Carol Stream Water Reclamation Center. This includes the rebuilding of the rotary screens, replacement of the grit classifier, replacement of the aeroductor, replacement of the compactor, replacement of the boilers and heaters, new vent fans for the influent wet well, new venting system for the rotary screens, new gas detection equipment, paintings and coatings for entire inside of building and I & C upgrades for all PLC's and SCADA computers. All work is to be provided by CH2M HILL OMI subcontractors, with the oversight of CH2M HILL OMI.

Descriptions:

The Upgrade of the Headwork's Building and Equipment:

- 1) Remove and replace the Aeroductor Bridge with new like kind
- 2) Remove and replace the Hypress Compactor with new like kind
- 3) Remove and replace the Grit Classifier with new like kind
- 4) Rebuild the mechanicals on the three rotary screens. Sprockets, chains, wheels, bearings, and trunnion shafts
- 5) Removal and replacement of the buildings boilers and heaters with new energy efficient units
- 6) Removal and replacement of the rotary screen venting system with new pvc corrosion resistant duct work and fan
- 7) Removal and replacement of the two influent vent fans with corrosion resistant equipment
- 8) Removal and replacement of the gas detection unit and sensors
- 9) Replacement of the inner door and two overhead doors one to have an explosion proof motor operator and one will have a chain lift mechanism
- 10) Painting the interior of the screen and grit room. This includes all walls, ceilings, floors, pits, troughs, stairs, crane structure, window sills, door frames, and all piping

- 11) I & C work which includes the running of new conduits to all buildings that have PLC's which will have fiber optic cabling pulled, new Ethernet processors, new touch screen controllers, new SCADA computer w/ large monitor and programming.
- 12) Digester level control installation and programming to PLC
- 13) Upgrade PLC programming for Secondary Screws to sequence with higher flows from Primaries
- 14) Replacement of old breaker panel in Control Building and switching the panel feed to come off of generator

Equipment and Parts to be Supplied:

- 1) New Aeroductor Unit
- 2) New Grit Classifier
- 3) New Compactor
- 4) New parts for three screens i.e. Sprockets driven and drive, chains, wheels, bearings, and trunnion shafts
- 5) New high efficiency boilers and heaters
- 6) New duct work and fan for screen venting
- 7) New fans for influent venting
- 8) New gas detection equipment. Controller and sensors
- 9) New inner door and two overhead doors one with chain lift and one with explosion proof motor operator
- 10) New conduit for fiber optic cabling
- 11) New Ethernet processors and touch screens for PLC's
- 12) New SCADA computer with monitor
- 13) New digester level sensors
- 14) New breaker Panel

Delivery of Equipment:

- 1) Estimated shipment of Grit Classifier and Aeroductor is 16 to 19 weeks
- 2) Estimated shipment of all other items is 8-10 weeks after acceptance of this letter, subject to CH2M HILL OMI' supplier's backlog at time of order.

Technical Assumptions:

- 1) All services completed onsite at the Carol Stream Water Reclamation Center are to take place during normal working hours, Monday to Friday 8am to 5pm.

- 2) The above services and cost do not include any permit fees.
- 3) All work performed onsite is to be supervised by CH2M HILL OMI's Steve Hutchings during normal working hours.
- 4) Most of the equipment being installed is like kind equipment, therefore no startup training is to be provided unless requested by the Village of Carol Stream.
- 5) Start up training will be provided for Gas Detection Unit, New Touch Screen Controllers on PLC's, and any changes for SCADA programming

Deliverables:

- 1) Start-up is to be provided by CH2M HILL OMI and/or CH2M HILL OMI's installation subcontractor.
 - 2) One (1) operation and maintenance manual for the new equipment.

Exhibit C

Non-Labor Summary of Costs

Project A - Repair and Rehabilitation of the #2 Primary Screw Pump

Motor/Gearbox Rebuild		\$ 15,925.00
Removal, rebuild and re-installation of the #2 Primary Screw Pump		\$ 93,900.00
9" Upper Bearing Assembly w/shaft		\$ 45,842.00
6" Lower Bearing Assembly w/shaft		\$ 10,370.00
Deflection Plates w/ brackets Stainless Steel		\$ 13,686.00
Gear Coupling Assembly		\$ 4,210.00

Project A	Total	\$ 183,933.00
Project A	Plus 12.5%	\$ 186,232.16
Project A	50% Down	\$ 93,116.08

Project B - Headwork's Improvement Project

Drive Sprockets for Screen		\$ 13,446.00
Drive Sprockets for Screen		\$ 2,133.00
Chain for Screen		\$ 2,520.00
Greaseless Trunnion Assemblies		\$ 20,064.00
Trunnion Shafts		\$ 5,436.00
Trunnion Drive Shafts		\$ 3,219.00
UHMW Chain block supports & stabilizer pads		\$ 801.00
Lakeside Aeroductor Aerated Grit Package		\$ 44,500.00
Lakeside Grit Classifier		\$ 52,000.00

Hypress Ram Style Dewatering press		\$	29,000.00
Coatings, Paint, SS cleaning		\$	35,635.00
Installation of Lakeside equipment/rebuild of screens		\$	22,840.00
Venting and Fans		\$	57,151.00
Heating System		\$	33,000.00
Gas Detection System		\$	15,000.00
Door Replacement		\$	3,330.00
Overhead Doors replacement		\$	25,082.00
New PLC's and updated Processors, Conduit/wire, SCADA		\$	161,500.00
Project B	Total Cost	\$	526,657.00
Project B	Plus 12.5%	\$	533,240.21
Project B	50% Down	\$	266,620.11
Total Estimated Non-Labor Costs		\$	719,472.38
50% of Estimated Non-Labor Costs		\$	359,736.19

AGENDA ITEM

I-1 11-5-12

RESOLUTION NO. _____

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

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

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

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

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

SECTION 1: That the Mayor and Board of Trustees of the Village of Carol Stream find that the personal property described in Exhibit "A", now owned by the Village of Carol Stream, is no longer useful and authorize its disposal per the attached memorandum dated November 1, 2012.

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

PASSED AND APPROVED THIS 5th DAY OF NOVEMBER, 2012.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

"Exhibit A"
Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: Matthew R York, Assistant Director of Public Works *MR*
DATE: November 1, 2012
RE: Surplus Equipment for Sale or Scrap

The Public Works Department has identified the following item to be declared surplus to be sold or scrapped:

- #582 2001 John Deere Zero Turn Mower – Serial #TCM665x02101
This mower was one of the original Zero-Turn mowers. This mower is currently inoperable.

- #583 2001 John Deere Zero Turn Mower – Serial #TCM665X022467
This mower was one of the original Zero-Turn mowers. This mower is currently inoperable.

- #587 2004 John Deere Zero Turn Mower – Serial #TC0757B023634
This mower was the 2nd generation of the original Zero-Turn mowers for the Village. It has a bent deck that cannot be repaired or replaced.

- #580 2000 John Deere 4200 Series Tractor Mower – Serial #LV4200H322413
This 72" Tractor mower has been replaced in the mowing operations by the Zero-Turn Mowers and is not needed within the department.

- #516 1998 John Deere Model F1145 – Serial #M01145X170520
This tractor based mower has been replaced in the mowing operations by the Zero-Turn Mowers and is not needed within the department.

- Old Village Hall Movable Type Sign
Not in use anymore within the Village

- #60 1997 International 4900 Series Plow Truck – VIN 1HTSDAAN9VH440761
This truck was involved in an accident in 2011. It is in need of major reconstruction to put into an operational capacity.

- Electrical Wiring, Lighting Supplies, and Aerator Cabling
This equipment is no longer used by the Village of Carol Stream.

Mower #582



Mower #583



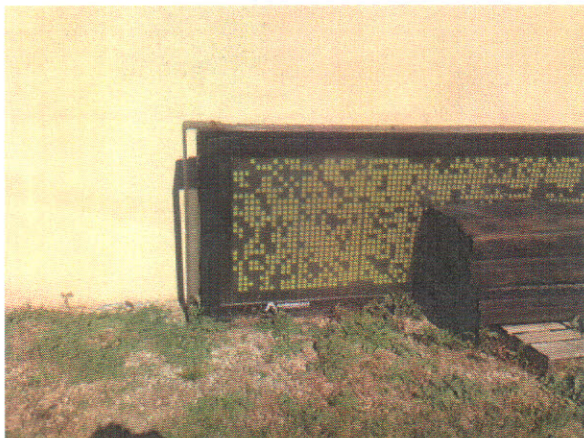
Tractor #580



Mower #587



Old Village Hall Sign



Tractor #516



Aerator Cabling and Lighting Products



Electrical Wiring



Truck #60



AGENDA ITEM

I-2 11-5-12

Village of Carol Stream

INTER-DEPARTMENTAL MEMO

TO: Mayor & Trustees

FROM: Robert Mellor, Assistant Village Manager ^{Rm}

DATE: November 2, 2012

RE: Resolution Supporting Governmental Self-Insurance Pooling and Opposing Non-Productive Legislative Restraints

Periodically, there is proposed legislation which negatively affects local government operations and we are asked to contact our State legislators to express our concerns and offer our comments and suggestions. Recently, there have been efforts on behalf of the insurance industry to encourage our State legislators to pass legislation that would adversely impact the ability of local governments to pool insurance coverage. This would not only affect Villages and special districts that pool insurance coverage through the Intergovernmental Risk Management Agency (IRMA) but also park districts (PDIRMA) and other governmental pools throughout the State. The Village of Carol Stream, The Carol Stream Fire Protection District, the Carol Stream Library and the Carol Stream Park District are currently members of intergovernmental risk and/or health insurance pools.

The attached memo from IRMA details the adverse impacts of 3 bills (HB 542, SB 1856 & SB 3796) introduced last year which would adversely impact public sector risk pooling in Illinois by either eroding self-governance of the pools by its member municipalities or increasing costs of local government legal defense under the Illinois Tort Immunity Act. These Bills were being proposed without regard to any apparent defect in the Intergovernmental Cooperation Act which authorizes public entities to jointly self-insure its risks or the Illinois Tort Immunity Act which provides legal defense and certain protections to municipalities against tort liability claims.

IRMA and our lobbyist are recommending that we, as a member of the IRMA risk pool, take a proactive approach with our legislators to ensure that, should the legislation reappear, our legislators are aware of our concerns and opposition to the legislation that could harm local governments and their constituent taxpayers. **Staff recommends passage and approval of the attached resolution Supporting Governmental Self-Insurance Pooling and Opposing Non-Productive Legislative Restraints and sending it to our State representatives.**

Please contact me if you have any questions.

Cc: Joseph E. Breinig, Village Manager



MEMORANDUM

TO: IRMA Members Elected Boards
DATE: October 17, 2012
RE: Legislative Action

Public entity risk pools provide a long term, stable source of risk financing, protected from the price fluctuations associated with the commercial insurance cycle; broad coverage designed to meet the needs of public entities; and training and risk control services tailored to the needs of public entities. As owners of the pool, you direct the operation of the pool to maximize the benefit to all participants without a requirement to generate profits for shareholders or other outside owners.

There were two pieces of legislation introduced in the last year, which are a direct attack on public entity risk pooling in Illinois. Those pieces of legislation were not successful due to in large part a concerted effort to oppose the legislation by governmental risk pools throughout the State. However, there is no guarantee that they will not be raised again in upcoming legislative sessions. If enacted, they will fundamentally change for the worse the way public entity risk pooling will operate in Illinois.

Legislative Attacks

I. Intergovernmental Cooperation Act - Joint Self-Insurance Provisions

The first pieces of legislation (HB 542 and SB1856) has been termed by the pooling community as the "Anti-Pooling Legislation". The legislation is an attempt to make structural changes to risk pooling by changing certain provisions of the Joint Self-Insurance provisions of the Intergovernmental Cooperation Act. The proposed legislation does several things:

- Limits the period for notice of withdrawal to no more than 30 days
- Allows a withdrawn member to rejoin the pool without penalty for up to 60 days
- Requires the head of any insurance pool to be a licensed insurance producer in the State of Illinois
- Bars any pool from entering into Contracts for insurance coverage for a period of more than one year

The effect of this legislation will:

(a) erode the necessary self-direction that intergovernmental cooperatives and their members need for *stability, predictability, and cost-effectiveness*;

(b) nullify the predictability and stability achieved by the members agreeing to a set notice period which allows a public entity pool to efficiently and accurately set rates for members,

appropriately (and fairly) allocate costs, and negotiate favorable reinsurance contracts; and causing the withdrawing members share of fixed costs allocated to it through the budget process to be passed on to the remaining pool members which will increase costs for all public entity members;

(c) place intergovernmental risk pools at a competitive disadvantage to commercial insurers by limiting pools to contracts of no more than one year duration and allowing commercial insurers to enter into contracts of any length; by eliminating a pool's ability to enter into multi-year contracts with reinsurers when such contracts would lower the cost to the public entities participating in the pool; by requiring the "head" of the public entity risk pool to be a licensed insurance producer but not requiring the same for commercial insurance companies; and

(d) reduce public entities' ability to control their own risk financing and insurance needs by imposing legislative limits on the ability of pool members to self-determine their own membership terms and notice requirements to the detriment of self-insured risk pools and their public entity members.

II. Illinois Tort Immunity Act

The second piece of legislation (SB 3796) is a proposed change to the Illinois Tort Immunity Act to modify the provisions relating to selection of defense counsel. When a municipal employee is sued in relation to the performance of their job, the municipality generally provides a defense for the employee. The proposed change will require the municipality to pay for a separate lawyer of the employee's choice for each employee in the suit, without limitation. This approach is unnecessary and prohibitively expensive.

The effect of this legislation will:

(a) increase the defense costs paid by local governments on behalf of themselves and their employees by two to three times; the unit of local government will end up paying for the defense fees of two, three or possibly more attorneys each representing a different employee without having control over the hourly rate being charged, the experience of the attorney being retained or the ability to control the litigation to protect against unnecessary legal action and cost;

(b) result in dramatically more and higher settlements, even in frivolous cases, being paid by the local government and ultimately the taxpayer due to the oppressive costs of the legal defense and to avoid the crushing defense cost exposure that would otherwise be faced; and

(c) interfere with defense strategies by fracturing the defense in cases giving employees the ability to bind the municipality under settlement or other decisions for which the municipality did not agree.

Combating these Legislative Attack on Pools

On the possibility that these pieces of legislation may be resurrected, IRMA and its lobbyist recommend that members take a proactive approach with their legislators to ensure that should the legislation reappear, legislators are aware of local government opposition to the legislation and the harm that it could cause local governments and their taxpayers.

It has been recommended that the way to deal with this destructive legislation is to have every IRMA member pass a Resolution which supports the concept of pooling and warns against unnecessary legislative interference. Such a Resolution will make clear to all state legislators that there is a very large and active group within his or her district which has confidence in and

relies upon its own voting ability within the Pool to see to it that its operations are lawful, effective and serve the interests of the Pool members rather than consultants. The Resolution clearly spells out the benefits of pooling and the demand of local government that their legislators seek advice and counsel from them before taking a position on pool directed legislation and/or when legislation is being proposed that directly affects local governments and ultimately the taxpayers.

A draft of a Resolution is attached for the members' use. It can be modified as the member sees fit. Once the Resolution is enacted, certified copies of the resolutions should be sent to the IRMA office to the attention of Susan Garvey. All resolutions will be sent to the appropriate legislators.

Legislation Adverse to Local Governments Public Entity Joint Self-Insurance Risk Pools

Section 220/6 of the Intergovernmental Cooperation Act authorizes public entities to jointly self-insure to protect itself or any public agency member against liability or loss in designated insurable areas. There are dozens of public entity risk pools created throughout the state comprised of thousands of governmental bodies who are satisfied members of intergovernmental self-insurance Pools.

Two pieces of legislation were introduced in the last legislative session that would have dramatically harmed the rational and efficient operation of governmental joint self-insurance pools. The legislation was not proposed as a result of any Pool abuses or failures. There have been almost no instances in Illinois in which pools have been mismanaged or underfunded.

The legislative efforts were introduced by groups who had a self interest in the outcome of the legislation to the detriment of joint risk pooling. We believe that the legislative efforts were proposed to address a withdrawal issue arising out of one singular instance of one singular pool and by attorneys who discovered that their contacts with local governments did not automatically result in being chosen as defense attorneys by pools.

The legislative efforts would result in the erosion of the necessary self-direction such intergovernmental cooperatives and their members need for stability, predictability, and cost-effectiveness.

Benefits of Joint Self-Insurance Risk Pooling

Public entity risk pools provide a long term, stable source of risk financing, protected from the price fluctuations associated with the commercial insurance cycle.

Risk pools provide broad coverage designed to meet the specific needs of public entities.

As owners of the pool, public entities can direct the operation of the pool to maximize the benefit to all participants without a requirement to generate profits for shareholders or other outside owners.

The Legislation

The first legislative proposal would make structural changes to risk pooling by changing certain provisions of the Joint Self-Insurance provisions of the Intergovernmental Cooperation Act, including limiting the period for notice of withdrawal to no more than 30 days, requiring pools to take back members who had voluntarily withdrawn without penalty, limited the ability of Pools to purchase multi-year insurance contracts and interfered with the selection of Pool Officials.

The second legislative proposal was a change to the Illinois Tort Immunity Act to modify the provisions relating to selection of defense counsel. When a municipal employee is sued in relation to the performance of their job, the municipality generally provides a defense for the employee. The proposed change will require the municipality to pay for a separate lawyer chosen by the employee for each employee in the suit without limitation.

The Effect on Joint Self-Insurance Risk Pools

The efficient use of public funds and services is of paramount concern to the taxpayers of Illinois and to the local public entities which serve them. It is more important than ever that local public entities be able to maintain their statutory right and ability to self-determine their individual and collective insurance and risk management needs through intergovernmental cooperation.

The legislation that was proposed would unfairly limit the ability of units of local government to cost-effectively meet their long-term insurance and risk financing needs through alternative means to commercial insurance.

A predictable, stable membership for a known and agreed upon period of time allows a public entity pool to efficiently and accurately set rates for members, appropriately (and fairly) allocate costs, and negotiate favorable reinsurance contracts. Fixed costs are allocated among all pool members when a budget is approved. Allowing members to leave a pool with only a 30 day notice period will result in the withdrawing member's share of costs being passed on to the remaining pool members.

Mandating that any past member shall be allowed to rejoin the intergovernmental pool or cooperative within 60 days after withdrawing without penalty unfairly limits the ability of a pool to adjust its member contribution based upon changes to the former member's loss experience or risk profile during the ensuing 60 day period. This bill would prohibit any intergovernmental pool from exercising either of these options, thus requiring the pool to extend coverage in exchange for a "premium" which would, by definition, be inadequate to cover the risk now presented by the re-joining member.

The legislation would eliminate an intergovernmental insurance pool's ability to enter into multi-year contracts with reinsurers when such contracts would lower the cost to the public entities participating in the pool limit. There is no limitation on a commercial insurer's ability to enter into contracts of any length.

Governmental pools win cases and control costs by hiring attorneys who are familiar with the defense of public officials and municipal employees.

The proposed change to the Tort Immunity Act, mandating that a municipality must pay for separate defense counsel chosen by each employee that may be joined in a law suit will increase the defense costs paid by local governments on behalf of themselves and their employees by two to three times.

The unit of local government will end up paying for the defense fees of two, three or possibly more attorneys without having control over the hourly rate being charged, the experience of the attorney being retained or the ability to control the litigation to protect against unnecessary legal action and cost.

This potential change will result in dramatically more and higher settlements, even in frivolous cases, being paid by the local government and ultimately the taxpayer due to the oppressive costs of the legal defense and to avoid the crushing defense cost exposure that would be faced.

If this legislation is resurrected or any legislation regarding risk pooling that may affect local government entities or their taxpayers is proposed, please consult with the governmental bodies in your District before taking a position on any such legislation to truly understand the effect it will have on local government and ultimately the taxpayer.

RESOLUTION NO. _____

A RESOLUTION SUPPORTING GOVERNMENTAL
SELF-INSURANCE POOLING AND OPPOSING
NON-PRODUCTIVE LEGISLATIVE RESTRAINTS

WHEREAS, from time-to-time, cyclical and fluctuating pricing and availability in the conventional insurance market has made it difficult for governmental bodies to offer needed liability insurance protections at a reasonable cost; and

WHEREAS, commencing in 1979, all types of Illinois governmental bodies began to collectively self-insure through the use of governmental self-insurance pools; and

WHEREAS, in the case of Antiporek v. Hillside, the Illinois Supreme Court praised the institution of governmental self-insurance pools and validated their existence and the benefits which pooling provides to its public entities; and

WHEREAS, the Intergovernmental Risk Management Agency ("IRMA") is a self-insurance pool of 70 municipalities located in Northeastern Illinois; and

WHEREAS, the Village of Carol Stream has been a member of IRMA since 1986; and

WHEREAS, IRMA is governed by a Board of Directors and Executive Committees composed of representatives of the Member governments. IRMA functions efficiently, and effectively, and reflects the philosophical position of its governmental members rather than that of a private insurance company; and

WHEREAS, governmental self-insurance pools return unused contributions (profits) to their members rather than to shareholders, historically have dramatically reduced administrative and operational costs and saved their governmental Members and the taxpayers of this State millions of dollars; and

WHEREAS, at least three pieces of recently-proposed legislation aimed at intergovernmental pooling were introduced in the Illinois General Assembly; and

WHEREAS, these bills were not directed at actual problems or abuses of governmental self-insurance pools but, rather, are attempts to weaken the benefits of pooling; and

WHEREAS, the governmental bodies which pass this Resolution want their Legislators to be acutely aware of their strong and active desire to be consulted whenever bills are introduced affecting governmental pooling:

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, DUPAGE COUNTY, ILLINOIS, as follows:

SECTION I: History of Pooling: Governmental self-insurance pools have functioned as active intergovernmental agencies in Illinois since December of 1979. Almost all types of local governmental bodies in the State of Illinois and school districts have created and joined governmental self-insurance pools. Many of the governmental self-insurance pools in the State of Illinois, like IRMA, are governed by Boards of Directors or Executive Committees composed of representatives of the Member governments. IRMA functions efficiently, and

effectively. Each pool reflects the philosophical position of its governmental members rather than that of a private insurance company.

SECTION 2: Legislation and Pooling: The purpose of this Resolution is to alert the Members of the General Assembly, which represent our districts, about the important role which governmental self-insurance pools play in the State of Illinois and to prevent what to date has been unnecessary and destructive legislation proposed to harm the efficient operation of these important governmental institutions.

SECTION 3: Specific Legislation: None of the recent legislative attempts directed at Pools sought to correct errors or Pool failures, but only to harm the ability of governmental Pools to operate in manners typically chosen by their Members as fulfilling the Pool's objectives. These bills were introduced, without explanation, and efforts were made for their passage with the least opportunity for governmental Pools to object to their provisions or to explain the adverse impacts which this legislation would have on governmental bodies in every part of the State.

SECTION 4: What Pool Members Expect From Their Legislators

By the passage of this Resolution, we ask our representatives in the Illinois General Assembly to:

- (a) Be aware of the special place and importance that governmental self-insurance pools play in the economic operation of the Village of Carol Stream and other Illinois governmental bodies.

(b) Identify and evaluate all proposed legislation which affects the Village of Carol Stream and the other governmental bodies within their District, which are members of governmental self-insurance pools.

(c) Consult with the Village of Carol Stream and the other governmental bodies within their District, which have expressed interest in governmental pooling and/or rely upon governmental pooling to provide user-directed broad based and affordable insurance coverage for the thousands of employees and citizens who come into contact with governmental bodies every day within your legislative District.

(d) Consult with the Village of Carol Stream and these other governmental bodies to learn of the positive or negative effect that such legislation may have on their ability to continue to efficiently operate governmental self-insurance pools.

(e) Be aware that every governmental body in this State, which is a member of a governmental self-insurance pool, is regulated by a required audit, which that Pool provides annually to the Illinois Department of Insurance.

SECTION 5: Pool Member Response. This governmental body pledges to promptly provide information to the Legislator regarding its views about legislative proposals affecting pooling and to do so with a full recognition that legislation may sometimes be necessary, especially in the face of improper actions or perceived difficulties. Absent such real and provable defects, however, the provisions of the Illinois Constitution and statues, which allow for intergovernmental cooperation for the purpose of making government more efficient and less costly, should not be carelessly sacrificed to the private

interests of entities that seek to harm or diminish the efficient operation of self-insurance pools.

SECTION 7: Effective Date. This Resolution shall be in full force and effect immediately upon its passage and a certified copy of this Resolution shall be sent to a central location for collation and transferred to the Members of the Illinois General Assembly and to the Governor.

PASSED AND APPROVED THIS 5th DAY OF NOVEMBER, 2012.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

Beth Melody, Village Clerk

Village of Carol Stream
 Schedule of Bills
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AGENDA ITEM

K-1 11-5-12

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
A T & T					
SERV FRM OCT 16- NOV 15 2012	438.26	01652800-52230	TELEPHONE	630Z57651910OCT/12	
	<u>438.26</u>				
ALLSTAR ASPHALT INC					
PAVEMENT PATCHING-FALL 2012	60,762.64	11740000-55486	ROADWAY CAPITAL IMPROVEMEN	3566	
	<u>60,762.64</u>				
AMERICAN ROAD MAINTENANCE					
2012 ASPHALT REJUVENATOR PRJ- FINAL RETENT	2,887.75	11-21344	RETAINAGE AMERICAN ROAD MAIM	14887	20130038
	<u>2,887.75</u>				
B & F TECHNICAL CODE					
PERMIT PLN RVW 124 WINDSOR PARK	1,369.37	01643700-52253	CONSULTANT	35887	20130004
PERMIT PLN RVW 156 N GARY AVE	1,669.37	01643700-52253	CONSULTANT	35848	20130004
PERMIT PLN RVW 313 SCHMALE RD	1,369.37	01643700-52253	CONSULTANT	35895	20130004
PERMIT PLN RVW 365 VILLAGE	392.34	01643700-52253	CONSULTANT	35864	20130004
PERMIT PLN RVW 604 E NORTH AVE	1,969.37	01643700-52253	CONSULTANT	35880	20130004
	<u>6,769.82</u>				
BAXTER & WOODMAN INC					
TUBEWAY LIFT STN	767.50	01670600-52253	CONSULTANT	0165313	20130069
TUBEWAY LIFT STN	767.50	04101500-52253	CONSULTANT	0165313	20130069
WRC RAW SEWAGE PUMP EVAL	1,047.08	04101100-52253	CONSULTANT	0165312	20130070
	<u>2,582.08</u>				
BEACON SSI INC					
REPAIR TO FUEL BOARD	1,900.02	01696200-52244	MAINTENANCE & REPAIR	69399	
	<u>1,900.02</u>				
BRIAN CLUEVER					
MEALS PER DIEM SPRINGFIELD IL	84.00	01662300-52223	TRAINING	11/13-11/15 CPS CONF	
	<u>84.00</u>				

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BRIAN COOPER					
MEALS PER DIEM SPRINGFIELD IL	84.00	01662300-52223	TRAINING	11/13-15 CPS CONF	
	84.00				
BRIAN PLACKETT					
MEALS PER DIEM SPRINGFIELD, IL	84.00	01662300-52223	TRAINING	CPS CONF 11/13-15	
	84.00				
C S FIRE PROTECTION DISTRICT					
PERMITS-SEPTEMBER 2012	560.00	01-24416	DEPOSIT-FIRE DISTRICT PERMIT	SEPT/12 PERMITS	
	560.00				
C S PUBLIC LIBRARY					
PPRT FOR THE COLLECTION PERIOD OCT/12	4,720.71	01000000-41102	PERSONAL PROPERTY REPLAC TAXPPRT OCT/12		
	4,720.71				
CALL ONE					
SERV FRM 9/15 - 10/14 2012	561.96	04101500-52230	TELEPHONE	1010-6641 10/15/12	
SERV FRM 9/15 - 10/14 2012	3,203.63	01650100-52230	TELEPHONE	1010-6641 10/15/12	
SERV FRM 9/15 - 10/14 2012	3,224.52	04201600-52230	TELEPHONE	1010-6641 10/15/12	
	6,990.11				
CHRISTOPHER B BURKE ENGR LTD					
PROF SERV FRM AUG 26 - SEPT 29 2012	86.50	01621900-52253	CONSULTANT	107889	
PROF SERV FRM AUG 26 -SEPT 29 2012	86.50	01621900-52253	CONSULTANT	107887	
PROF SERV FRM AUG 26- SEPT29 2012	812.50	01621900-52253	CONSULTANT	107888	
PROF SERV FRM AUG 26-SEPT 29 2012	1,668.50	01621900-52253	CONSULTANT	107890	
PROF SERV'S AUG 26- SEPT 29 2012	173.00	01621900-52253	CONSULTANT	107885	
PROF SERV'S FRM AUG 26 -SEPT 29 2012	519.00	01621900-52253	CONSULTANT	107886	
	3,346.00				

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CIOSEK TREE SERVICE INC					
REMOVAL OF PARKWAY TREES	545.00	01670700-52268	TREE MAINTENANCE	OCTOBER/12	20130047
REMOVAL OF PARKWAY TREES	45,885.00	01670700-52281	EAB REMOVAL/REPLACEMENT	OCTOBER/12	20130047
	<u>46,430.00</u>				
CLARK BAIRD SMITH LLP					
LABOR COUNSEL-SEPT/12	2,873.75	01570000-52238	LEGAL FEES	2568	
	<u>2,873.75</u>				
COMCAST CABLE					
CHARGES FOR NOV/12	84.90	01652800-52234	DUES & SUBSCRIPTIONS	10/20/12	
	<u>84.90</u>				

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COMED					
SERV 9/25 - 10/23 2012	112.20	01670600-52248	ELECTRICITY	2127117053OCT/12	
SERV FRM 8/20 - 10/18 2012	1,162.01	06320000-52248	ELECTRICITY	5853045025OCT/12	
SERV FRM 9/ 19 - 10/19 2012	41.21	06320000-52248	ELECTRICITY	1043062112OCT/12	
SERV FRM 9/ 20 - 10/19 2012	15.34	01670600-52248	ELECTRICITY	4483019016OCT/12	
SERV FRM 9/10 - 10/10 2012	65.44	01670600-52248	ELECTRICITY	6827721000OCT/12	
SERV FRM 9/17 - 10/18 2012	53.75	04201600-52248	ELECTRICITY	2514004009OCT/12	
SERV FRM 9/17 - 10/18 2012	705.41	04201600-52248	ELECTRICITY	0300009027OCT/12	
SERV FRM 9/17- 10/18 2012	344.52	06320000-52248	ELECTRICITY	6213120002OCT/12	
SERV FRM 9/17- 10/18 2012	445.73	04101500-52248	ELECTRICITY	2496057000OCT/12	
SERV FRM 9/19 - 10/18 2012	40.03	01670600-52248	ELECTRICITY	6337409002OCT/12	
SERV FRM 9/19 - 10/19 2012	94.89	06320000-52248	ELECTRICITY	0030086009OCT/12	
SERV FRM 9/19 - 10/19 2012	110.25	06320000-52248	ELECTRICITY	3153036011OCT/12	
SERV FRM 9/19 - 10/19 2012	130.74	01670600-52248	ELECTRICITY	0803155026OCT/12	
SERV FRM 9/19 - 10/19 2012	130.74	01670600-52248	ELECTRICITY	1865134015OCT/12	
SERV FRM 9/20 - 10/19 2012	40.82	04101500-52248	ELECTRICITY	2073133107OCT/12	
SERV FRM 9/20- 10/19 2012	33.04	01662300-52298	ATLE SERVICE FEE	4202129060OCT/12	
SERV FRM 9/20-10/19 2012	126.92	06320000-52248	ELECTRICITY	6675448009OCT/12	
SERV FRM 9/21 - 10/22 2012	24.92	06320000-52248	ELECTRICITY	1603109101OCT/12	
SERV FRM 9/21 - 10/22 2012	72.37	04101500-52248	ELECTRICITY	0291093117OCT/12	
SERV FRM 9/24 -10/23 2012	180.11	01670600-52248	ELECTRICITY	5838596003OCT/12	
SERV FRM 9/25 - 10/24 2012	193.19	06320000-52248	ELECTRICITY	0815164035OCT/12	
	4,123.63				
CONCEPT TO PROJECT MANAGEMENT LLC					
GEOMELT PUMP REPAIRS	804.00	01670400-52244	MAINTENANCE & REPAIR	21956	
	804.00				

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CONSTELLATION					
SERV FRM 9/10-10/09 2012	126.78	04101500-52248	ELECTRICITY	100431100360	
SERV FRM 9/17- 10/17 2012	1,628.70	04201600-52248	ELECTRICITY	100559500360	
SERV FRM 9/19- 10/17 2012	1,845.42	06320000-52248	ELECTRICITY	200214600280	
SERV FRM 9/20 -10/18 2012	1,595.69	04201600-52248	ELECTRICITY	100431200360	
	<u>5,196.59</u>				
CORRECTIVE ASPHALT MATERIALS					
RESTORATIVE SEAL APPLICATION	59,643.60	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	12-2560	20130075
	<u>59,643.60</u>				
DAILY HERALD					
TREASURERS RPRT FY/12	555.45	01580000-52240	PUBLIC NOTICES/INFORMATION	T4317922	
	<u>555.45</u>				
DANIEL STAFEIJ					
MEALS PER DIEM SPRINGFIELD IL	84.00	01662300-52223	TRAINING	CPS CONF 11/13-11/15	
	<u>84.00</u>				
DAVID G BAKER					
VLG BOARD MTG TELECAST 10/15/12	105.00	01650100-52253	CONSULTANT	101512	
	<u>105.00</u>				
DISCOVERY BENEFITS					
FLEX ADMIN - OCTOBER 2012	210.00	01600000-52273	EMPLOYEE SERVICES	336807	
	<u>210.00</u>				
DU COMM					
QTRLY SHARES NOV/12-JAN/13	30,000.00	01662700-52245	GENERAL COMMUNICATIONS	14736A	
	<u>30,000.00</u>				

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DU KANE ASPHALT CO					
BINDER PATCH	17.16	06320000-53340	MATERIALS	21889	
BINDER-PATCH	253.32	06320000-53340	MATERIALS	21907	
	<u>270.48</u>				
DUPAGE COUNTY					
APPL FEE 380 SCHMALE CLS STREET REPR	100.00	04201600-52244	MAINTENANCE & REPAIR	AP120681	
APPL FEE 411 SCHMALE RD CLOSED	100.00	04201600-52244	MAINTENANCE & REPAIR	AP120680	
	<u>200.00</u>				
DUPAGE COUNTY RECORDER					
RECORDING FEES VLG CLERK OFFC	80.00	01580000-52233	RECORDING FEES	201210100247	
	<u>80.00</u>				
DUPAGE MAYORS AND MANAGERS CONFERENCE					
SEPT/12 MEETING BREINIG	40.00	01590000-52222	MEETINGS	7224	
	<u>40.00</u>				
DUPAGE WATER COMMISSION					
SERV FOR SEPT/12	316,553.50	04201600-52283	DUPAGE CTY WATER COMMISSION	09754	
	<u>316,553.50</u>				
ERM					
REPAIR TO 4 LIGHT POLES	6,500.00	01680000-52244	MAINTENANCE & REPAIR	32939	
	<u>6,500.00</u>				
FEECE OIL CO					
REGULAR GAS	26,174.36	01696200-53356	GAS PURCHASED	3227437	
	<u>26,174.36</u>				
GLENN HARKER					
REIMB FOR CLOTH ALLOW - SOU	242.37	01664700-53324	UNIFORMS	REIMB CLOTH KOHL'S	
	<u>242.37</u>				

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GOVTEMPSUSA LLC					
CONST INSPECTR 9/30/12	1,038.40	01621900-52253	CONSULTANT	1231605	20130013
CONST INSPECTR 9/23/12	1,038.40	01621900-52253	CONSULTANT	1231604	20130013
LEASING AGR FOR CONST INSPECTR-10/07/12	1,038.40	01621900-52253	CONSULTANT	1239019	20130013
	<u>3,115.20</u>				
HOVING CLEAN SWEEP LLC					
VLG STREET SWEEPING 10/1-10/05 2012	8,085.00	01670600-52272	PROPERTY MAINTENANCE	6323	20130014
	<u>8,085.00</u>				
I R M A					
SEPT/12 MONTHLY DEDUCTIBLE	974.01	01650100-52215	INSURANCE DEDUCTIBLES	11860	
SEPT/12 OPTIONAL DEDUCTIBLE	410.83	01650100-52215	INSURANCE DEDUCTIBLES	11840	
	<u>1,384.84</u>				
J U L I E I N C					
2012 FINAL INSTALLMENT	347.19	01670300-52272	PROPERTY MAINTENANCE	2012-0358 FINAL INST	
2012 FINAL INSTALLMENT	347.19	04201600-52272	PROPERTY MAINTENANCE	2012-0358 FINAL INST	
2012 FINAL INSTALLMENT	347.19	04101500-52272	PROPERTY MAINTENANCE	2012-0358 FINAL INST	
	<u>1,041.57</u>				
JAMESON LANDSCAPING SERVICES INC					
LANDSCAPE MTC SRV'S OCT/12	13,925.00	01670400-52272	PROPERTY MAINTENANCE	4217	20130021
	<u>13,925.00</u>				
JOHN L FIOTI					
TOW/ALTE ORD SERV OCT 10 2012	187.50	01662300-52310	ATLE LEGAL ADJUDICATION	CS45	
TOW/ALTE ORD SERV OCT 10 2012	187.50	01570000-52238	LEGAL FEES	CS45	
	<u>375.00</u>				

**Village of Carol Stream
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
JOHN TAUTGES TRUCKING					
SPOILS HAULING/GRAVEL IN	278.13	06320000-53347	CA-6	1202	
SPOILS HAULING/GRAVEL IN	1,940.00	04201600-52265	HAULING	1202	
	2,218.13				
KLEIN, THORPE & JENKINS, LTD					
LEGAL SRV'S THRU SEPT 2012	483.00	01-24322	NORTH AVE SHELL ENVIRON DEP	160335	
LEGAL SRV'S THRU SEPT 2012	1,072.50	11740000-52238	LEGAL FEES	160335	
LEGAL SRV'S THRU SEPT 2012	3,217.50	22490000-52238	LEGAL FEES	160335	
LEGAL SRV'S THRU SEPT 2012	4,685.92	01570000-52238	LEGAL FEES	160335	
	9,458.92				
KONICA MINOLTA BUSINESS SOLUTIONS					
INVEST COPIER CHRGS 8/20-9/7 2012	64.04	01662400-52226	OFFICE EQUIPMENT MAINTENAN	222256567	
INVESTG COPIER CHRG 5/20-6/19 2012	6.98	01662400-52226	OFFICE EQUIPMENT MAINTENAN	221452117	
INVESTG COPIER CHRG 7/17- 8/20 2012	92.08	01662400-52226	OFFICE EQUIPMENT MAINTENAN	221977958	
MTC -DOWNSTAIRS COPR 11/24/12-11/23/13	765.51	01612900-52226	OFFICE EQUIPMENT MAINTENAN	222511301	
	928.61				
MEADE ELECTRIC COMPANY INC					
SEPT 2012 LIES/KUHN TRAF SIGNL MTC	150.00	06320000-52244	MAINTENANCE & REPAIR	656711	
	150.00				
METROPOLITAN MAYORS CAUCUS					
PARTICIPANT FEE-AGGREGATION DOCKET#12-04	350.00	01570000-52238	LEGAL FEES	2013-003	
	350.00				
MIDWEST TAR SEALER CO.					
YELLOW /WHT STRIPPING PRESIDENT/NORTH	611.50	11740000-55486	ROADWAY CAPITAL IMPROVEMEN	M14886	
	611.50				

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MORONI LAW OFFICES					
PROF SERVICES FOR SEPT /12	2,570.00	01570000-52235	LEGAL FEES-PROSECUTION	SEPT/12	
	<u>2,570.00</u>				
MOTOR INFORMATIN SYSTEMS					
GARAGE DATA 1 YEAR SUBSCRIPT 2012/13	1,500.00	01696200-52234	DUES & SUBSCRIPTIONS	25912	
	<u>1,500.00</u>				
NEXTEL COMMUNICATIONS					
SERV FRM 9/24 - 10/23 2012	0.42	01652800-52230	TELEPHONE	760300514-129	
SERV FRM 9/24 - 10/23 2012	27.24	01650100-52230	TELEPHONE	760300514-129	
SERV FRM 9/24 - 10/23 2012	27.24	01642100-52230	TELEPHONE	760300514-129	
SERV FRM 9/24 - 10/23 2012	27.24	01643700-52230	TELEPHONE	760300514-129	
SERV FRM 9/24 - 10/23 2012	27.24	01662300-52230	TELEPHONE	760300514-129	
SERV FRM 9/24 - 10/23 2012	27.24	01662500-52230	TELEPHONE	760300514-129	
SERV FRM 9/24 - 10/23 2012	27.24	01680000-52230	TELEPHONE	760300514-129	
SERV FRM 9/24 - 10/23 2012	54.48	01622200-52230	TELEPHONE	760300514-129	
SERV FRM 9/24 - 10/23 2012	60.93	01600000-52230	TELEPHONE	760300514-129	
SERV FRM 9/24 - 10/23 2012	64.13	01670100-52230	TELEPHONE	760300514-129	
SERV FRM 9/24 - 10/23 2012	81.72	01620100-52230	TELEPHONE	760300514-129	
SERV FRM 9/24 - 10/23 2012	91.16	01664700-52230	TELEPHONE	760300514-129	
SERV FRM 9/24 - 10/23 2012	117.81	01660100-52230	TELEPHONE	760300514-129	
SERV FRM 9/24 - 10/23 2012	134.22	01662700-52230	TELEPHONE	760300514-129	
SERV FRM 9/24 - 10/23 2012	163.44	04201600-52230	TELEPHONE	760300514-129	
SERV FRM 9/24 - 10/23 2012	163.67	01662400-52230	TELEPHONE	760300514-129	
	<u>1,095.42</u>				
NICOR					
SERV FRM 09/06 - 10/05 2012	23.96	04201600-52277	HEATING GAS	13 81 12 1000 7OCT12	
SERV FRM 09/07- 10/09 2012	80.37	04101500-52277	HEATING GAS	86 60 60 1178SEPT	
	<u>104.33</u>				

**Village of Carol Stream
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PRAIRIE INTERNATIONAL					
WHL DUMP/PLOW TRK-2013 INTERN'L	182,560.00	04201600-54415	VEHICLES	25441	20130058
	<u>182,560.00</u>				
RA MANCINI INC					
SW WTR MAIN EXT FINAL PAYMENT	5,014.88	04-21244	RETAINAGE RA MANCINI	12-023 369	
	<u>5,014.88</u>				
RYDIN DECAL					
BUS,BANK,TOBACCO,VEND,DOG 2013 LIC'S	1,782.93	01612900-53315	PRINTED MATERIALS	278692	
	<u>1,782.93</u>				
STELLMACH ELECTRIC INC					
EMERG RPR- EASTSIDE BOOSTER STN GENERATO	480.00	04201600-52244	MAINTENANCE & REPAIR	09121505B	
	<u>480.00</u>				
STEPHEN A LASER ASSOCIATES P C					
PSYCH ASSESSMENT FOR POLICE CAND	1,200.00	01510000-52228	PERSONNEL HIRING	2003091	
	<u>1,200.00</u>				
THOMAS F HOWARD JR					
PROF SERV'S FRM 9/30- 10/30 2012	6,483.75	01570000-52312	PROSECUTION DUI	197	
	<u>6,483.75</u>				
THOMAS MILLER					
CLOTHING REIMB -ONLINE SHOES	299.97	01662400-53324	UNIFORMS	INVEST CLOTH REIMB	
REIMBURSEMENT FOR CLOTH EXPENSE	158.80	01662400-53324	UNIFORMS	INVEST CLOTH	
	<u>458.77</u>				
TIC TANK INDUSTRY CONSULTANTS					
DESIGN REV/INSPEC'S SEPT 23-OCT 6 2012	858.80	04200100-52253	CONSULTANT	28106	20130049
PROF SERV FRM SEPT 30 - OCT 6TH 2012	560.05	04200100-52253	CONSULTANT	28094	20130049
	<u>1,418.85</u>				

**Village of Carol Stream
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TRANSYSTEMS CORPORATION					
CONSTRUCTION, ADM OF KUHN RD B	7,893.87	11740000-55486	ROADWAY CAPITAL IMPROVEMEN	2348556-9	20130003
CONSTRUCTION, ADM OF KUHN RD B	9,344.71	11740000-55486	ROADWAY CAPITAL IMPROVEMEN	2330968-8	20130003
FAIR OAKS RD LAPP PH III CONST	480.22	11740000-55486	ROADWAY CAPITAL IMPROVEMEN	2348531-7	20130002
FAIR OAKS RD LAPP PH III CONST	7,414.55	11740000-55486	ROADWAY CAPITAL IMPROVEMEN	2330944-6	20130002
	<u>25,133.35</u>				
TRI R SYSTEMS INC					
TOUCH SCR N PRGRM, INSTL	14,250.00	04201600-52244	MAINTENANCE & REPAIR	3411	20130059
	<u>14,250.00</u>				
VILLAGE OF CAROL STREAM					
SERV FRM 9/2 - 10/05 2012	0.82	04101500-53220	WATER	611287/20871	
SERV FRM 9/2 - 10/05 2012	52.09	01680000-53220	WATER	611293/20878	
SERV FRM 9/2 - 10/06 2012	4.59	01670100-53220	WATER	611289/20874	
SERV FRM 9/3 - 10/05 2012	341.88	01680000-53220	WATER	611291/20876	
SERV FRM 9/3 - 10/11 2012	67.64	01670100-53220	WATER	611290/20875	
SERV FRM 9/3- 10/6 2012	34.04	04101500-53220	WATER	611288/20872	
SERV FRM 9/4 - 10/03 2012	1,678.74	01680000-53220	WATER	611292/20877	
	<u>2,179.80</u>				
GRAND TOTAL	<u><u>\$879,256.87</u></u>				

The preceding list of bills payable totaling \$879,256.87 was reviewed and approved for payment.

Approved by:

Joseph E. Breinig (fm)
Joseph Breinig – Village Manager

Date: 11/2/12

Authorized by:

Frank Saverino Sr – Mayor

Beth Melody, Village Clerk

Date: _____

AGENDA ITEM

K-2 11-5-12

ADDENDUM WARRANTS Oct 16, 2012 thru Nov 5, 2012

Fund	Check #	Vendor	Description	Amount
General	A C H	Charter One Bank	Payroll Oct 1, 2012 thru Oct 14, 2012	426,116.61
Water & Sewer	A C H	Charter One Bank	Payroll Oct 1, 2012 thru Oct 14, 2012	34,504.75
General	A C H	Charter One Bank	Payroll Oct 15, 2012 thru Oct 28, 2012	419,919.11
Water & Sewer	A C H	Charter One Bank	Payroll Oct 15, 2012 thru Oct 28, 2012	<u>36,581.06</u>
				<u>917,121.53</u>

Approved this _____ day of _____, 2012

By: _____
Frank Saverino Sr - Mayor

Beth Melody - Village Clerk