

Village of Carol Stream

BOARD MEETING

AGENDA

APRIL 4, 2011

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

A. ROLL CALL AND PLEDGE OF ALLEGIANCE: All Present.

B. MINUTES: Approval of the Minutes of March 21, 2011 Special Meeting and Board Meeting. **Approved.**

C. AUDIENCE PARTICIPATION & PUBLIC HEARINGS:

1. Resolution No. 2523, Honoring Charles Ranweiler for His 25 Years of Service with the Village of Carol Stream Police Department. **Resolution read by Trustee McCarthy and approved. Barb Chaplin to obtain signatures and file in Clerk's Office.**
2. Proclamation Honoring the Outreach Community Center on their 25th Anniversary. **Proclamation read by Trustee Weiss and approved.**
3. Proclamation Declaring April 11-15, 2011 Tornado Preparedness Week. **Proclamation read by Trustee Schwarze and approved.**
4. Proclamation Declaring National Public Safety Telecommunications Week. **Proclamation read by Trustee Gieser and approved.**
5. Proclamation Declaring the Month of April as Child Abuse Prevention Month. **Proclamation read by Trustee Manzzullo and approved.**
6. Public Hearing: Annual Budget for the 2011-12 Fiscal Year Beginning May 1, 2011. **Public Hearing opened and closed without comment.**

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.

SEE ITEMS IDENTIFIED BELOW.

E. BOARD AND COMMISSION REPORTS:

1. PLAN COMMISSION:

F. OLD BUSINESS:

G. STAFF REPORTS & RECOMMENDATIONS:

1. Purchase of Interoperable Radios and Accessories.
The Police Department requests approval to purchase a total of 11 Starcom radios and equipment through DuComm. These radios and equipment will

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be used for Emergency response and communication. This equipment will be purchased using the DCEO grant for interoperable radios.

Approved. Kevin Orr to provide purchase order for Village Manager's signature.

2. Award of Contract – WRC Management and Operations.

A recommendation to approve an agreement between Operations Management International, Inc. (OMI) and the Village of Carol Stream for operation and management of the Water Reclamation Center (WRC).

Approved. Phil Modaff to provide contract and purchase order for Village Manager's signatures.

3. Award of Contract – Landscape Maintenance.

This is a recommendation to award the contract for 2011 Landscape Maintenance services to Zenith Landscape Group in the amount of \$50,255 for the first year of a 3-year contract.

Continued to the April 18, 2011 meeting.

H. ORDINANCES:

1. Ordinance No. **2011-04-06**, Adopting the Annual Budget for the Village of Carol Stream in the Amount of \$43,114,482 for the 2011-12 Fiscal Year Beginning May 1, 2011 and Ending April 30, 2012. **Approved. Barb Chaplin to obtain signatures, execute and record.**
2. Ordinance No. **2011-04-07**, Amending Section 13-3-13 of the Village Code Pertaining to Water and Sewer Rates.
Ordinance to increase water rates by \$0.21/ 1,000 gallons to pass on a rate increase by the DuPage Water commission. **Approved. Barb Chaplin to obtain signatures, execute and record.**

I. RESOLUTIONS:

1. Resolution No. **2524**, Declaring Surplus Property Owned by the Village of Carol Stream.
The Police Department requests to declare two fleet vehicles as surplus and have them sold at auction through EBay. **Approved. Barb Chaplin to obtain signatures, execute and file in Clerk's Office. Kevin Orr to dispose of surplus vehicles through EBay.**
2. Resolution No. **2525**, Supporting the Application of a Community Development Block Grant (CDBG) Disaster Recovery Program Grant.

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*This resolution supports the Village's CDBG grant application for the voluntary buyout of a fourth structure in the Klein Creek Flood Plain Structure Buyout Project. **Approved. Barb Chaplin to obtain signatures, execute and record. Jim Knudsen to provide a copy to DCEO.***

3. Resolution No. _____, Authorizing the Execution of an Intergovernmental Agreement with DuPage County (Mowing of Certain Rights-of-Ways).

*This is an agreement with DuPage County to reimburse the Village for mowing certain County Rights-of-Ways in Carol Stream. **Removed from the Agenda.***

4. Resolution No. **2526**, Adopting the 2011-12 Employee Compensation Plan for the Village of Carol Stream.

Annual recommendation for compensation of non-union employees.

Approved. Barb Chaplin to obtain signatures, execute and record.

J. NEW BUSINESS:

1. Request from Walgreens at 540 N. Schmale Road for Temporary Waiver of Zoning Code Requirement.

*Walgreens requests temporary approval to allow the outdoor display of propane tanks. **Approved. Bob Gles to notify petitioner of approval***

K. PAYMENT OF BILLS:

1. Regular Bills: **Approved. Jon Batek to process.**

2. Addendum Warrant: **Approved. Jon Batek to process.**

L. REPORT OF OFFICERS:

1. Mayor:

2. Trustees:

3. Clerk:

M. EXECUTIVE SESSION:

1. Employment, Appointment, Performance and/or Dismissal of a Specific Employee.

N. ADJOURNMENT:

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LAST ORDINANCE: 2011-03-05

LAST RESOLUTION: 2522

NEXT ORDINANCE: 2011-04-06

NEXT RESOLUTION: 2523

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

March 21, 2011

Present: Mayor Saverino, Trustees Manzzullo, Weiss, McCarthy, Gieser & Fenner
Absent: Trustee Schwarze
Also Present: Village Manager Breinig, Assistant Village Manager Mellor, Village Clerk Melody, Deputy Village Clerk Progar, Finance Director Batek, Assistant Finance Director Damolaris, Engineering Director Knudsen, Community Development Director Glee, Assistant to the Village Manager Oakley, Public Works Director Modaff, Police Chief Orr, Deputy Chief Sailer, Commander Hoffman, Officer Bucholz

Finance Director Jon Batek presented Budget Workshop # 5 and covered the second part of the Annual Budget that begins May 1, 2011. Topics covered were; Water & Sewer Fund with Revenue Trends and Assumptions, Composition of Expenses, Capital Element (CIP) and Rate Recommendation. Next was Capital Improvement Program with CIP – General Corporate Fund and Motor Fuel Tax Fund. Finally, the Geneva Crossing TIF Fund and Police Pension Fund.

There was discussion regarding Water and Sewer rates, and Motor Fuel Tax funds as contributors to our budget planning. It was noted that this is a very conservative budget and it can be improved if the State of Illinois returns the funding that is owed our municipality.

At 6:45 p.m. Trustee McCarthy moved and Trustee Fenner made the second. The motion passed by unanimous voice vote.

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

March 21, 2011

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, Trustees Tony Manzzullo, Don Weiss, Greg Schwarze, Matt McCarthy, Rick Gieser and Pam Fenner

Also Present: Village Manager Joe Breinig, Assistant Village Manager Bob Mellor, Attorneys Jim Rhodes and Jason Guisinger, Village Clerk Beth and Deputy Village Clerk Wynne Progar

Eagle Scout Joseph Welcome led those in attendance in the Pledge of Allegiance.

MINUTES:

Trustee McCarthy moved and Trustee Manzzullo made the second to approve the Minutes of the Regular Meeting and the Special Meeting on March 7, 2011. The results of the roll call vote were:

Ayes:	6	Trustees Manzzullo, Weiss, Schwarze, McCarthy, Gieser And Fenner
Nays:	0	
Absent:	0	

AUDIENCE PARTICIPATION AND PUBLIC HEARINGS:

Mayor Saverino read Resolution 2521, A RESOLUTION HONORING EDWARD SAILER FOR HIS 25 YEARS OF SERVICE WITH THE VILLAGE OF CAROL STREAM' S POLICE DEPARTMENT. Deputy Chief Sailer was given a standing ovation. He said that he is very proud of the Department and he intends to be around for awhile. Trustee McCarthy moved and Trustee Schwarze made the second to adopt Resolution 2521. The results of the roll call vote were:

Ayes:	6	Trustees Manzzullo, Weiss, Schwarze, McCarthy, Gieser And Fenner
Nays:	0	
Absent:	0	

Trustee McCarthy read Resolution 2522, A RESOLUTION HONORING THE 2011 IHSA BOY'S STATE WRESTLING CHAMPIONSHIP GLENBARD NORTH PANTHERS. Head Coach Hahn said that this has been the best set of wrestlers he has ever had and said that they work hard and are persistent and that how champions are made. Principal John Mensik congratulated the wrestlers and said that this championship has provided a lot of memories that will carry each of them during their lifetime.

Trustee McCarthy moved and Trustee Schwarze made the second to adopt Resolution 2521. The results of the roll call vote were:

Ayes:	6	Trustees Manzzullo, Weiss, Schwarze, McCarthy, Gieser And Fenner
Nays:	0	

Absent: 0

CONSENT ADGENDA:

Trustee Gieser moved and Trustee McCarthy made the second to establish a Consent Agenda for this meeting. Trustee McCarthy moved and Trustee Schwarze made the second to adopt Resolution 2521. The results of the roll call vote were:

Ayes: 6 Trustees Manzullo, Weiss, Schwarze, McCarthy, Gieser
And Fenner

Nays: 0

Absent: 0

Trustee Schwarze moved and Trustee Fenner made the second to put the following items on the Consent Agenda for this meeting. Trustee McCarthy moved and Trustee Schwarze made the second to adopt Resolution 2521. The results of the roll call vote were:

Ayes: 6 Trustees Manzullo, Weiss, Schwarze, McCarthy, Gieser
And Fenner

Nays: 0

Absent: 0

1. From Plan Commission Special use Church Expansion-Ord. 2011-03-04
2. From Plan Commission Special use drive-up Window Service & outdoor seating, Zoning Code Variations, Bldg.setbacks, parking setback, required parking, Sign Code Variations – Menu boards & wall signs McDonalds 355 S. Schmale – Ord.2011-03-05
3. Change Order #1 & final payout-Evergreen Lift Station Replacement
4. Approve purchase Interoperable Radios & Accessories
5. Approval to use DCEO Grant funds to purchase and install antennas, etc.
6. DuPage Organic Garden Club Plant Sale-waiver of Town Center rental fee
7. Receive: Treasurer's Report – month end February, 2011

Trustee Schwarze moved and Trustee McCarthy made the second to approve the Consent Agenda for this meeting by omnibus vote. Trustee McCarthy moved and Trustee Schwarze made the second to adopt Resolution 2521. The results of the roll call vote were:

Ayes: 6 Trustees Manzullo, Weiss, Schwarze, McCarthy, Gieser
And Fenner

Nays: 0

Absent: 0

The following is a brief description of those items approved on the Consent Agenda for this meeting.

From Plan Commission Special use Church Expansion-Ord. 2011-03-04:

At their meeting on March 4, 2011, the Combined Plan Commission/Zoning Board of Appeals recommended approval of the requested Special Use subject to the conditions contained in the staff report. The Board concurred with the recommendation and adopted Ordinance 2011-03-02, AN ORDINANCE APPROVING AN AMENDMENT TO A SPECIAL USE – (KAIVAL GYAN MANDIR, 990 N. COUNTY FARM ROAD.

From Plan Commission Special use drive-up Window Service & outdoor seating, Zoning Code Variations, Bldg.setbacks, parking setback, required parking, Sign Code Variations – Menu boards & wall signs McDonalds 355 S. Schmale – Ord.2011-03-05:

At their meeting on March 14, 2011, the Combined Plan Commission/Zoning Board of Appeals recommended approval of the requests with the conditions noted in the staff report. The Board concurred with the recommendation and adopted Ordinance 2011-03-03, AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR DRIVE-UP WINDOW SERVICE AND OUTDOOR SEATING AND VARIATIONS FOR BUILDING AND PARKING SETBACKS (MCDONALD'S 355 SCHMALE ROAD).

Change Order #1 & final payout-Evergreen Lift Station Replacement:

The Board approved Change Order #1 and final payout to Glenbrook Excavating and Concrete in the amount of \$1,944.40.

Approve purchase Interoperable Radios & Accessories:

The Board waived the formal bidding process because it is a sole source purchase through DuComm and the ETSB, and approved the purchase of nine Starcom interoperable radios and a charging unit.

Approval to use DCEO Grant funds to purchase and install antennas, etc:

The Board waived the formal bidding process and awarded a contract to Chicago Communications to purchase and install a Bi-directional amplifier for the Starcom Radio System and approved the installation of two antennas and coax cable in the Village Hall EOC for the use of two Starcom Radios.

DuPage Organic Garden Club Plant Sale-waiver of Town Center rental fee:

The Board approved the waiver of fee for the DuPage Organic Garden Club Plant Sale to be held on Saturday May 14th from 9:00 a.m. to 12 noon.

Regular Bills, Addendum Warrant of Bills:

The Board approved the payment of the Regular Bills in the amount of \$575,269.27. The Board approved the payment of the Addendum Warrant of Bills in the amount of \$694,365.23.

COMMENTS:

Trustee McCarthy commented that residents should know that the cost of the interoperable radios and all of the equipment that goes with them is being paid for by grants from several places. It was noted that this is a great system and has been beta tested in the area and it will be very helpful in cases of emergency. Mayor Saverino also said that we have a lot of people to be thankful for finding funding for this important improvement.

REPORT OF OFFICERS:

Trustee Manzzullo congratulated Ed Sailer and the Glenbard North Wrestling Team.

He noted that it staying lighter later in the evening and he asked that drivers watch for kids on bicycles or skate boards and slow down. Trustee Manzullo spoke of the creek clean up and asked if anyone sees someone dumping into a creek or pond to dial 911. Lastly he asked everyone to pray for our troops and their families.

Trustee McCarthy congratulated Ed Sailer and also Joseph Welcome on his Eagle Scout. He stated that Troop 191 has had 69 Eagle Scouts come through the ranks, and remarked that the number is incredible. Trustee McCarthy also congratulated the Glenbard North Boy Wrestling Team.

Trustee Fenner congratulated Ed Sailer, Joe Welcome and the Glenbard North Wrestlers. She said that the Disaster Recovery Committee has tentatively planned a Town Hall Meeting for April 14, 2011 to report on what has been accomplished. She said that it may be held at the Fire Station on Kuhn Road, but will let everyone know when it is finalized.

Trustee Weiss commented that he attended the Dare graduation at Carol Stream School, and Western Trails School, and Jay Stream School on March 10 on behalf of Mayor Saverino. He commented on the great job the Police Officers are doing in the schools.

Trustee Schwarze congratulated the Glenbard North Wrestlers and Ed Sailer and he said that a couple of local stores sold winning lotto tickets, so it could pay back even better if you shop in Carol Stream for lotto tickets.

Trustee Gieser congratulated Ed Sailer and Joe Welcome and the Glenbard North Wrestlers. He said what a good job the children did in the Willie Wonka Jr. production at the Park District. He said that Spring is here and Flood Brothers will again be picking up yard waste bags starting on April 4th.

Mr. Breinig said that in past natural disasters, such as Katrina, and the earthquake in Haiti, residents wanted to donate toward helping get things rebuilt and the Village allowed a check off on the water bills for such donations that are passed on to the Red Cross. He asked if the Board members would approve doing the same check-off on the water billing for the disaster victims in Japan. The Board agreed to have it added to the water bills for the next two months. Mr. Breinig said that Representative Coladipietro assisted the Village in getting grants for the interoperable radios, and US Representative Peter Roskam assisted in getting funds for the lift station at Tubeway, Senator Milner funding for led lighting at Spring Valley, Representative Ramey funding for emergency repairs on the Thunderbird Bridge and Senator Pankau for the farmhouse. Mr. Breinig said that he has known Coach Hahn since 1977 and has watched the teams over the years. He said that Coach Hahn's teams have finally won the State Championship and he said it was well deserved and congratulated the coach and the wrestlers.

Mayor Saverino also congratulated the team, the coach and the staff for a great win at State. The Mayor also congratulated Deputy Chief Sailer for his 25 years of service. He enjoyed the Eagle ceremony and is proud of Joe Welcome and noted that he is a member of the Youth Council. Mayor Saverino asked for a motion to move to Executive Session to discuss Salary Schedules for one or more classes of Municipal Employees and Employment, appointment, performance and/or dismissal of a Specific Employee and to adjourn directly from that meeting without taking any further action. Trustee

McCarthy moved and Trustee Gieser made the second. The results of the roll call vote were:

Ayes:	6	Trustees Manzzullo, Weiss, Schwarze, McCarthy, Gieser And Fenner
Nays:	0	
Absent:	0	

FOR THE BOARD OF TRUSTEES

Frank Saverino, Mayor

Beth Melody, Village Clerk

RESOLUTION NO. 2523**A RESOLUTION HONORING CHARLES RANWEILER
FOR HIS 25 YEARS OF SERVICE WITH THE
VILLAGE OF CAROL STREAM**

WHEREAS, Charles Ranweiler joined the Carol Stream Police Department as a Police Officer on April 1, 1986; and,

WHEREAS, Charles Ranweiler served as the Department's first Jay Stream Junior High School Resource Officer from August 1999 until June 2006; and,

WHEREAS, Charles Ranweiler served as a DARE Officer from August 1999 until December 2009; and,

WHEREAS, Charles Ranweiler has been employed as a public servant for twenty-five years as a Police Officer with the Village of Carol Stream Police Department.

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

1. Officer Charles Ranweiler's service and dedication to the Village of Carol Stream and accomplishments in the field of law enforcement are hereby recognized and commended.
2. Officer Charles Ranweiler is wished the very best of happiness and health in the future.

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

PASSED AND APPROVED ON THIS 4TH DAY OF APRIL 2011.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

PROCLAMATION

**HONORING THE OUTREACH COMMUNITY CENTER ON THEIR
25TH ANNIVERSARY**

Whereas, in 1986, the Outreach Community Center was established as a full-service neighborhood resource center by a group of business and civic leaders, clergymen and concerned community citizens to provide essential social services to the greater Carol Stream community; and

Whereas, since its inception, the Center's mission has been to **'Restore Hope and Provide Opportunities for People to Become all that God Intends Them to be'**; and

Whereas, for 25 years, the agency's success in carrying out its mission has helped transformed the lives of youth, adults, families and seniors by providing services that minister to the dignity of all God's people; and

Whereas, countless numbers of volunteers have generously offered their time, talent and treasure that has been instrumental in advancing the Center's mission during its first 25 years; and

Whereas, the Outreach Community Center Board of Directors, professional staff, dedicated agency volunteers, its affiliate churches, countless community partners and clients willingly celebrate the agency's anniversary and the fine tradition of faith-based service to the Carol Stream community.

NOW, THEREFORE, BE IT PROCLAIMED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, DUPAGE COUNTY, ILLINOIS, that the 8th day of April 2011 be set aside as

Outreach Community Center Day

in Carol Stream in recognition and celebration for the commitment and dedication of service to the Carol Stream Community.

Dated this 4th day of April 2011.

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

DECLARING APRIL 11TH - 15TH TORNADO PREPAREDNESS WEEK

Whereas, springtime brings with it the likelihood for severe thunderstorms and tornado activity; and

Whereas, Illinois has experienced some of the worst tornadoes in our nation's history with the infamous March 1925 Tri-State tornado touchdown that left 695 dead and 200 injured; and

Whereas, April, May and June in the Midwest that have the highest recorded tornado events averaging 25 across this 90-day period; and

Whereas, spring of 2006 set an all-time record in Illinois when 124 confirmed tornadoes touched down resulting in 1 death and 49 injuries; and

Whereas, the **'it will never happen here or to me'** syndrome puts families and communities at risk for personal injury and loss of life during severe weather season; and

Whereas, the 4-tiered strategy every person, family or business needs to follow to stay safe during tornado season includes the following:

- ✓ **KNOW** where designated severe weather shelters are located in the home and workplace.
- ✓ **PRACTICE** disaster drills in the home and workplace so family members and coworkers have sufficient time to relocate to a designated storm shelter.
- ✓ **MONITOR** severe weather forecasts using a weather radio, computer, television, AM/FM radio, cell phone, pager or when outdoors the warning sirens.
- ✓ **CARRY OUT** your preparedness plan when severe weather is imminent so you, your family and co-workers successfully relocate to a safe shelter in advance of the tornado.

Whereas, education is another critical activity that helps reinforce and strengthen preparedness, and to this end, residents and the general public should visit **www.ProtectDuPage.com** then click on **Emergency Preparedness** then **Natural** for important information on tornado preparedness.

NOW, THEREFORE BE IT PROCLAIMED that the Mayor and Trustees of the Village of Carol Stream, DuPage County, Illinois in the exercise of its Home Rule Powers, do hereby designate **APRIL 11TH - 15TH AS SEVERE WEATHER PREPAREDNESS WEEK** in Carol Stream and encourage all residents to restock their disaster survival kit and to practice their home and/or business severe storm preparedness plan with their family members and/or employee workforce.

Frank Saverino Sr, Mayor

ATTEST:

Beth Melody, Village Clerk

PROCLAMATION

NATIONAL PUBLIC SAFETY TELECOMMUNICATIONS WEEK

WHEREAS, DuPage Public Safety Communications, known as DU-COMM, plays a vital role in the protection of human life and property in our community; and

WHEREAS, DU-COMM has been successfully serving the public safety communications needs of the Village of Carol Stream and surrounding communities since August 15, 1975; and

WHEREAS, while enduring long shifts and handling frequent life and death emergencies, DU-COMM Telecommunicators set high standards in performing their duties in a dedicated, diligent and compassionate matter; and

WHEREAS, DU-COMM Telecommunicators provide a critical communication link between the residents and police, fire and emergency medical services providers; and

WHEREAS, these individuals efficiently coordinate emergency services to ensure the health and safety of our residents, visitors, and travelers in our cities, towns, villages, districts and on our highways, 24 hours a day, seven days a week; and

WHEREAS, our Public Safety Communications personnel daily serve the public in countless ways without due recognition by the beneficiaries of their services.

NOW, THEREFORE, BE IT PROCLAIMED BY THE MAYOR AND TRUSTEES OF THE VILLAGE OF CAROL STREAM, that the week of April 10-16, 2011 be known as **NATIONAL PUBLIC SAFETY TELECOMMUNICATIONS WEEK** in the Village of Carol Stream and commends the devotion, contributions and services of the DU-COMM Telecommunicators.

Dated this 4th Day of April, 2011.

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

AGENDA ITEM
C-5 4-4-11

**PROCLAMATION
CHILD ABUSE PREVENTION MONTH**

Whereas, the public cares deeply about child abuse, and a majority report that child abuse is a very important moral issue to them;

Whereas, preventing child abuse and neglect is a community problem that depends on involvement among people throughout the community;

Whereas, child abuse and neglect not only directly harm children, but also increases the likelihood of long-term physical and mental health problems, alcohol and substance abuse, continued family violence and criminal behavior;

Whereas, child maltreatment occurs when people find themselves in stressful situations, without community resources, and don't know how to cope;

Whereas, the majority of child abuse cases stem from situations and conditions that are preventable in an engaged and supportive community;

Whereas, child abuse and neglect can be reduced by making sure each family has the support they need in raising their children in a safe, nurturing environment;

Whereas, effective child abuse prevention programs succeed because of partnerships created among social service agencies, schools, faith communities, civic organizations, law enforcement agencies, and the business community;

NOW, THEREFORE, BE IT PROCLAIMED BY THE MAYOR AND TRUSTEES OF THE VILLAGE OF CAROL STREAM THAT the month of April be designated as **Child Abuse Prevention Month** and call upon all citizens, community agencies, faith groups, medical facilities, and businesses to increase their participation in our efforts to support families, thereby preventing child abuse and strengthening the communities in which we live.

Dated this 4th Day of April 2011.

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

**VILLAGE OF CAROL
STREAM
PROPOSED BUDGET FOR
FY11/12
MAY 1, 2011 - APRIL 30, 2012
NOTICE OF PUBLIC
HEARING**

A public hearing on the Village's proposed FY11/12 annual budget for the fiscal year beginning May 1, 2011 and ending April 30, 2012 will be held by the Mayor and Board of Trustees of the Village of Carol Stream at 8:00PM on Monday, April 4, 2011. The hearing will be held in the Board Room of the Gregory J. Bielawski Municipal Center at 500 N. Gary Ave., Carol Stream, IL 60188.

Residents attending the hearing may provide written and oral comments on any portion of the Village budget. A copy of the proposed budget is available for public inspection in the Village Clerk's office located at 500 N. Gary Ave., Carol Stream or at the Carol Stream Public Library at 616 Hiawatha Dr., Carol Stream during normal business hours. The proposed budget is also available on the Village's website at carolstream.org. Residents may also provide written comments prior to the public hearing by submitting them to Joe Breinig, Village Manager, 500 N. Gary Ave., Carol Stream, IL 60188.


Published in Daily Herald
March 28, 2011 (4254931)S

Village of Carol Stream

Interdepartmental Memo

TO: Joe Breinig, Village Manager

REVIEWED AND APPROVED BY: Kevin Orr, Chief of Police

FROM: Deputy Chief Jerry O'Brien 

DATE: March 29, 2011

RE: **Approval to purchase Interoperable Radios and accessories**

The Police Department requests approval to purchase a total of 11 Starcom radios and equipment through DuComm. These radios and equipment will be used for Emergency response and communication. This equipment will be purchased using the DCEO grant for interoperable radios.

For the proposed 2010-2011 Fiscal Year budget, the department is participating in the new county wide Motorola Starcom Radio System. DuComm is a participating agency in the new radio system. This radio system will allow interoperable communications between police, fire and other emergency responders throughout DuPage County and the State of Illinois.

Non-sworn employees are not authorized to be assigned to the radios that were originally awarded to our agency. I am requesting that we purchase a total of 11 radios through DuComm for a cost of \$43,657.05. The radios will be used by Community Service Technicians (CST), non-sworn police employees, Emergency Management personnel and other people participating in an emergency response. These radios and equipment will be purchased using the balance of the grant money from the Illinois Department of Commerce and Economic Opportunity (DCEO). Our contribution will be under \$1,000.

I am requesting approval from the Village Board to purchase these 11 radios and equipment for \$43,657.05. I am also requesting that the Village Board waive the bidding process for this purchase because it is a sole source group purchase through DuComm.



Village of Carol Stream

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

Purchase Order #: 466-2822

Date: 3/29/2011

Please mail invoices to:

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

This is a tax exempt transaction

Tax exempt #E9997-4509-03

To: DUCOMM
600 WALL ST
GLENDALE HTS, IL 60139-

Phone: (630) 260-7500

Vendor No.:

Qty.	Description	Unit Price	Account	Total
6	Motorola APX7000 Dual Band Starcom Portable Radios and accessories	5,873.00	01662700-54417 01466417-027	35,238.00
5	Motorola Astro Digital XTS1500 Single Band Starcom Portable Radios and accessories	1,683.81	01662700-54417 01466417-027	8,419.05
			Order Total:	43,657.05

Comments: Budgeted Radio Purchases FY2011 Majority of Cost Covered by DCEO Grant

Department Head: _____


Approval: _____ Date: _____
Administration Finance

(Original to Finance Department)

Village of Carol Stream

Interdepartmental Memo

TO: Joe Breinig, Village Manager

FROM: Philip J. Modaff, Director of Public Works 

DATE: March 29, 2011

RE: Recommendation for Award of Contract -- Management and Operation of the Water Reclamation Center (WRC) -- OMI

BACKGROUND

In August, 2011, the Village Board approved an eight-month extension of a contract with Operations Management International, Inc., (OMI) for operation and management of the Carol Stream Water Reclamation Center (WRC). The contract was extended for that period of time in order to both align succeeding contracts with the Village's fiscal year and to allow staff the time necessary to follow the Village Board's direction to update contract documents and solicit proposals from interested firms for a contract that would begin on May 1, 2011.

Staff utilized the services of a consultant (Baxter & Woodman) to collaborate on the process of reviewing and updating the operating contract and conducting a Request for Proposals (RFP). This process included:

- Identifying Village goals and expectations for contract operations, maintenance and management
- Determining the key contract terms to adequately protect the Village.
- Preparing the RFP, solicitation notice and identifying potential contract operators.
- Conducting a tour of the WRC facilities with RFP respondents.
- Responding to questions and requests for information during the proposal preparation stage and preparing and issuing any addendums to the RFP materials.
- Reviewing submitted proposals for completeness and compliance with RFP.
- Interviewing the two firms that submitted proposals.
- Conducting reference checks and verifying statements made in proposals.
- Negotiating a final agreement on contract terms, including costs

In addition, the RFP and draft contract documents were reviewed by the Village's legal counsel. The Attorney also participated in final contract negotiation.

CONTRACT DOCUMENT REVISIONS

As a result of the contract document review process, language changes were put in place (with input from the Village Attorney) to better protect the Village and to reflect physical plant conditions which have (or will) alter historical expense categories (such as higher repair costs due to aging and lower utility costs as a result of the new turbo-blower). Specifically, the following general areas were addressed:

- Insurance and liability language was updated to reflect current recommendations made by the Intergovernmental Risk Management Agency (IRMA). Special attention was paid to environmental and pollution liability coverage.
- Repair and maintenance expenses have been increasing over the past several years, growing beyond contractually established limits. As the plant continues to age, both repair and capital expenses are expected to increase. To address these issues, and to better distinguish between maintenance expenses and capital expenses, definitions of qualifying "repair and maintenance" items were included and a reasonable annual repair expense amount was established (\$50,000). In addition, a new expense category (\$125,000), Capital Expenses, was defined for work that falls outside typical repair and maintenance. Each year the Village and contract operator will establish and prioritize the annual capital expenses. The Village will have final approval of projects to be undertaken each year.
- Firms had the option of submitting a proposal to take over the industrial pre-treatment program that has historically been performed by Public Works staff. The pre-treatment program is a State EPA requirement that identifies and monitors industrial customers whose operation or processes generate heavy or overly burdensome loads on the treatment process. Regular inspection, sampling and monitoring are required. This program is especially important in Carol Stream due to the number and types of businesses in the industrial park.
- A minimum staffing contingent of eight employees was recommended. However, firms were encouraged to submit alternate plans if they felt the plant could be effectively operated with fewer employees.
- The automatic cost increases that were allowed under the old contract were eliminated. (During the most recent five-year contract period, annual increases ranged from 2.2% to 5.12%). Instead, the operator and the Village will negotiate the base fee three months prior to the anniversary of the effective date. If the parties are unable to agree on the new base fee, the parties will default to the maximum allowable increase based upon the following equation:

$$\text{Adjustment Factor} = (\text{ECI} \times 0.5)^1 + (\text{CPI} \times 0.5)^2$$

¹ ECI is the 12-month percent change (from the 4th quarter of the prior year to the 4th quarter of the current year) in the Employment Cost Index for Total Compensation for Civilian Workers, Not Seasonally Adjusted

EVALUATION OF PROPOSALS

Five firms received copies of the RFP and three attended the mandatory RFP review and tour of facilities (OMI, Severn Trent and United Water). Ultimately, just two firms submitted a proposal, with United Water declining the opportunity.

Interviews with the two firms were conducted on February 7, by a committee made up of Mayor Saverino, Trustee Fenner, Village Manager Breinig, Public Works Director Modaff and two representatives from Baxter & Woodman who were involved in the process from the beginning. (Copies of proposal materials were provided to each member of the interview committee and are available for review by others if desired.)

Presentations – Committee members agree that each firm represented itself well during the interviews, although they employed vastly different approaches. OMI, the current operator, used their familiarity with the plant and current conditions to address specific opportunities for operational improvements and process enhancements. They also featured their experience in the treatment field as well as their considerable corporate resources available to support the operation. Severn Trent representatives focused on their firm's strict commitment to the fields of water and wastewater operations, the breadth and depth of experience of their personnel, and their ability to assume operation of existing contract operated facilities. Following the interviews and review of the proposal documents, the general consensus of the group was that both firms appeared qualified to operate and manage the plant.

References – Reference checks were performed for Severn Trent, focusing on Midwest regional references as well as rapid transition contracts. As OMI is the current contract operator, their past performance at the WRC is the reference indication of future performance. References for Severn Trent were generally positive and included facilities that have been served for as long as five years. The positive feedback included comments on satisfactory transitions in a short period of time. A common theme was that operating expenses in the first year typically ran higher than expected, but after the first year costs decreased. Two of the facilities reported that effluent violations occurred in the first six months, but performance improved to a satisfactory level.

Cost Proposals -

Analysis of Cost Proposals ³				
Firm	7 FTE ⁴ w/o IPP ⁵	7 FTE w/IPP	8 FTE w/o IPP	8 FTE w/IPP
Severn Trent	\$ 1,601,765			\$ 1,682,285
OMI	\$ 1,608,830	\$ 1,619,130	\$ 1,673,778	\$ 1,684,078

² CPI is the 12-month percent change (from December of the prior year to December of the current year) in the Consumer Price Index for All Urban Consumers, Not Seasonally Adjusted

³ The current (annualized) contract amount is \$1,613,140; preliminary budget for FY2012 is \$1,636,465

⁴ FTE represents the number of Full-Time Equivalent employees proposed.

⁵ IPP is the acronym for Industrial Pre-treatment Program

- Severn Trent submitted a proposal with the lowest overall cost option, which included seven (7) full-time employees. The equivalent proposal submitted by OMI was just over \$7,000 higher (less than ½ of 1%).⁶
- Proposals that included eight (8) employees and industrial pre-treatment (IPP) were nearly identical, with Severn Trent coming in approximately \$1,800 less than OMI.
- The proposal that most notably set the candidates apart is from OMI that includes seven (7) employees and the optional IPP program for \$1,619,130. Severn Trent did not submit a comparable proposal.
- While both firms requested modifications to the contract document, Severn Trent's requests were greater in number and scope. The Village Attorney reviewed all of the requested modifications.

SUMMARY AND RECOMMENDATION

Based upon review of the submittals and interviews, staff and Baxter & Woodman agree that both firms are qualified to perform the work of managing and operating the WRC facility. Severn Trent's references were generally positive, and the Village's experience with OMI over the past year has also been generally positive.

When evaluating the cost proposals, an even up comparison can only be made of the 7 FTE plan (without IPP) and the 8 FTE plan (with IPP). In both of these scenarios, Severn Trent holds a slight advantage (less than one-half of one-percent). The most attractive cost proposal came from OMI – a 7 FTE plan with industrial pre-treatment in the amount of \$1,619,130. This plan would free the Village from having to perform IPP duties and would likely benefit the overall IPP program due to the direct coordination of IPP activities and daily treatment operations. The Village would also be able to reduce its IPP budget by approximately \$8,500 and re-direct personnel resources towards other areas of need.

Finally, in looking at transition and ability to effectively collaborate on the significant capital improvements planned over the next five years, it is staff's opinion that continuing to work with OMI would be to the Village's advantage.

Therefore, given that the major evaluation factors are roughly equal, and that Baxter & Woodman would support either candidate, it is recommended that the Village enter into an agreement with OMI for operation and management of the WRC in the first-year amount of \$1,619,130, effective May 1, 2011.

⁶ CH2MHill acknowledged that their 7 FTE plan includes the elimination of the existing lab position. Most lab work would be done on site, with some daily sampling still performed at the WRC. Severn Trent was less clear about their lab/sampling program, stating that some would be done on site and some off-site.

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

THIS AGREEMENT is made and entered into this _____ day of April, 2011, between the Village of Carol Stream, Illinois, an Illinois home rule municipal corporation (hereinafter "Owner"), and Operations Management International, Inc. (state legal status of party) (hereinafter "OPERATOR" or "CONTRACTOR")

Owner and Operator agree:

1. GENERAL

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

2. SCOPE OF SERVICES: OPERATOR

OPERATOR shall:

- 2.1 Manage, operate and maintain the Project so that effluent discharged from the Project meets the requirements specified in Exhibit C.
- 2.2 Operate and maintain the Project on a continuous twenty-four (24) hour per day, seven (7) days per week basis.
- 2.3 Operate the plant in the most efficient fashion so as to minimize odors and noise. OPERATOR shall maintain an odor hotline open twenty four (24) hours per day and shall record all odor, noise or nuisance complaints, whether from the Village or the public, including name and address of complainant, time of complaint, time of odor complained of, description of odor, and location where odor was detected. Submit record of phone calls to the Director of Public Works and keep all such records on file.

Upon receipt of three (3) or more odor complaints within a 24-hour period, OPERATOR shall file a written report to the Public Works Director indicating the above date and identifying the source and cause of the odor, and identifying a means of correcting the odor or occurrence of an odor from the same source or cause.
- 2.4 Provide for the disposal of grit, screenings, and sludge to EPA approved disposal sites. OPERATOR will dispose of dewatered sludge in accordance with Federal, State and Local regulations. OPERATOR will pay for the disposal of grit and screenings and sludge.
- 2.5 Staff the Project with employees who have met the certification requirements of the State of Illinois. At a minimum, the Project Manager shall maintain a State of Illinois Class "1" Wastewater Treatment Operator Certification.
- 2.6 Secure and maintain all necessary personnel licenses and certifications for fulfilling the obligations of this Agreement at the Project.
- 2.7 Provide training programs for employees in all facets of wastewater treatment. Training shall include a credible safety program.
- 2.8 Prepare and submit all NPDES permit reports including, but not limited to, Discharge Monitoring Reports (DMR's), in a timely and accurate manner, and submit said reports directly to the IEPA. Copies shall be submitted to the OWNER as well as maintained at the WRC. OPERATOR shall not intentionally violate the terms of the NPDES Permit.

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- 2.9 Prepare and sign any sludge disposal forms necessary to comply with the requirements of the applicable State and Federal regulatory agencies. Keep all forms on file at the Project.
- 2.10 Provide twenty four (24) hour per day access to the Project for Owner's officers or employees. Visits may be made at any time by any of Owner's employees or officials so designated by the Village Director of Public Works. Keys for Project shall be provided by the OWNER. All visitors to the Project shall comply with OPERATOR's operating and safety procedures.
- 2.11 Perform all laboratory testing and sampling currently required by the NPDES permit or recommended by the Illinois EPA for operational control, including the sampling and testing requirements located within the Village's NPDES Permit Special Condition 10, Section 10, related to the Industrial Pretreatment Program (IPP). A copy of the OWNER's NPDES Permit is attached hereto as Exhibit C.

Additionally, OPERATOR shall analyze one sample each weekday for biochemical oxygen demand and total suspended solids if requested by Owner. If samples are obtained away from the WRC Site, such samples will be delivered to the Project by Owner or Owner's representative.

- 2.12 Provide an inventory of vehicles and equipment that are being used at the Project when OPERATOR begins service. Annually update the inventory of vehicles and equipment (as defined in Exhibit E) that are used at the Project. OPERATOR will list those items taken out of service during the past contract year. OPERATOR will list the items added to the inventory during the past contract year and indicate why they were added. OPERATOR will supply the Public Works Director with an updated Exhibit E (Equipment List) and Exhibit F (Inventory) every March 30.
- 2.13 Maintain an inventory of all tools and equipment as per Exhibit E. OPERATOR will replace all tools and equipment in hand in the event of loss or damage by OPERATOR and at termination of the contract. Due to loss or damage, OPERATOR will replace tools and equipment as necessary during the term of the Agreement. In general, the replacement of tools and equipment will be expensed as part of the Total Fixed Operating Costs (Non-labor Operating Costs) Budget if due to loss or damage.
- 2.14 Maintain all existing Project warranties and assist the Owner in enforcing existing equipment warranties and guarantees.
- 2.15 Provide and document all Maintenance and Operations of the Project. OWNER shall have the right to inspect and copy these records during normal business hours.

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OPERATOR shall comply with any Freedom of Information Act (FOIA) Requests as they pertain to contractual operations of the WRC.

- 2.16 Pay all Costs incurred in typical Project operations, including utility costs and other costs described herein and in Exhibit A, attached hereto, which is hereby incorporated by reference.
- 2.17 Provide and document all Repairs for the Project, provided the total amount OPERATOR shall be required to pay does not exceed \$50,000 Fifty Thousand Dollars per year or during each of the first two (2) years of this Agreement, herein after referred to as the "R&M Limit") during the term of this Agreement. OWNER shall pay for all Repairs in excess of the Repairs limit. OPERATOR shall negotiate each year with the OWNER for any changes to the R&M Limit. OPERATOR shall make commercially reasonable efforts to perform any and all Repairs and Maintenance with their employees so as to minimize expense. The \$50,000 Repairs Budget for the Project is an annual budget for each year of the Contract. If the Owner and Operator cannot reach agreement upon the R & M limit, either party may terminate this agreement upon 120 days written notice.
- 2.18 Manage a pre-approved Capital Expenditures Budget as defined in Exhibit A, provided the total amount CONTRACTOR shall be required to pay does not exceed \$125,000 (herein after referred to as the "CapEx Limit") during the term of this Agreement. CONTRACTOR shall notify OWNER in writing when the CapEx Limit reaches 80%. Once the annual Limit has been reached at 100%, the CONTRACTOR shall provide written justification of additional expenditures over the limit and written authorization shall be required by the OWNER before such expenditures are made.
- OWNER shall pay for all Capital Expenditures in excess of the "CapEx Limit" at actual cost plus 10% to be invoiced monthly once the CapEx Limit has been exceeded. CONTRACTOR shall negotiate each year with OWNER for any changes to the CapEx Limit.
- 2.19 Provide OWNER with an accounting of all Repairs & Maintenance and Capital Expenditures on a monthly basis. OPERATOR will provide OWNER with a monthly detailed invoice of any increases over the Repairs limit and an annual accounting at the by March 30 or each contract year.
- 2.20 Rebate to the OWNER the entire amount that actual Repairs are less than the Repairs limit in any year of this Agreement.
- 2.21 Purchases:

For individual purchases for Repairs that cost:

- A. Two Thousand Five Hundred Dollars (\$2,500.00) or less per invoice, OPERATOR will choose which dealer or supplier to select.

VILLAGE OF CAROL STREAM
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- B. For individual purchases which cost between Two Thousand Five Hundred Dollars (\$2,500.00) and Five Thousand Dollars (\$5,000.00) per invoice, OPERATOR will obtain at least three (3) verbal quotes and keep on file the written final quote for the selected vendor quotes.
 - C. For purchases Thousand Dollars (\$5,000.00) and Twenty Thousand Dollars (\$20,000.00) per invoice, OPERATOR shall obtain three (3) written quotes. The lowest quote will be accepted unless time of delivery or quality of service or materials dictate the prudent business decision by OPERATOR is to accept another quote.
 - D. For purchases over Twenty Thousand Dollars (\$20,000.00), OPERATOR will prepare a written Request for Bids (RFB) which the Owner will then publish according to established Owner purchasing policy. OPERATOR will not need to obtain quotes for individual purchases or deliveries where OPERATOR has a national contract to purchase such items from the selected vendor or in the case of repeat purchases of an item (i.e. chemicals) where the vendor has already qualified as the lowest responsible provider of the goods (such documentation will be required to be submitted to OWNER for approval prior).
- 2.22 Make emergency repairs in the most expeditious and cost-effective manner. Quotations for equipment and services will not be required in the case of emergency repairs, however OPERATOR will seek concurrence on expenditures with Director of Public Works within 25-hours of the emergency. OPERATOR shall provide final documentation of the labor, equipment and materials required. Emergency repairs will be charged against the Repairs limit described in Section 2.17 above. Upon verification of expenses incurred and if the Repairs limit has been exceeded, OWNER will reimburse OPERATOR for emergency repairs.
- 2.23 Provide the OWNER, before November 1 of each year, a recommended 5-Year Capital Improvements Plan. Report to the Owner as to the implemented portions of the current plan, and recommend priorities for the remaining components of the Plan. OPERATOR acknowledges that its responsibility to perform is not relieved if the capital improvements recommendations are not implemented.
- 2.24 WRC is currently permitted by the IEPA as a Phase II Stormwater "Zero Discharge Facility". Maintain WRC drainage to continue this practice. Should the IEPA require a Storm Water Pollution Prevention Plan (SWPPP), this would a change in scope to be negotiated.

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2.25 In the event that the Owner requests the Operator to perform services beyond the Scope of Services for the management, operation and maintenance of the Project, as set forth herein, such services shall be negotiated with the Owner and invoiced with applicable backup. In no event shall the Operator perform any such additional services without the prior written approval of the Owner.

2A OPTIONAL SCOPE OF SERVICES: INDUSTRIAL PRETREATMENT PROGRAM

If the Pretreatment Option is so elected, OPERATOR shall:

- 2.26 Perform compliance inspections at all permitted industries listed in Exhibit B, a minimum of one (1) per year plus additional inspections as needed to ensure industry is meeting pretreatment regulations.
- 2.27 Review and maintain files of new and old Industrial Wastewater Discharge Surveys.
- 2.28 Perform compliance monitoring at each of the permitted facilities. This entails establishing auto samplers for collection of 24-hour composite samples, according to the established compliance schedule.
- 2.29 Prepare annual pretreatment report during the term of this Agreement, as required by USEPA, and submit such to OWNER.
- 2.30 Review and track all monthly, quarterly, and semi-annual compliance reports submitted by industrial users. Submit quarterly compliance reports to OWNER.
- 2.31 Issue notices of violation when pretreatment standards are not being met. Provide notification of all violations to OWNER.
- 2.32 Follow-up on violations and coordinate with OWNER for compliance enforcement.
- 2.33 Provide annual review of industrial slug control plans and spill prevention plans for each permitted industry.

3. SCOPE OF SERVICE: OWNER

OWNER shall:

- 3.1 Provide for all agreed upon Capital Expenditures in excess of the CapEx Limit as defined in Section 2.18 and in Exhibit A.

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- 3.2 Maintain all existing Project warranties, guarantees, easements, and licenses that have been granted to OWNER.
- 3.3 Pay all property, franchise, or other taxes and NPDES Permit Fees associated with the Project.
- 3.4 Provide OPERATOR any piece of OWNER's heavy equipment, within a reasonable time after OPERATOR has made a request and for a reasonable period of time, provided that such equipment is not otherwise in use by the OWNER. OPERATOR shall demonstrate ability to safely operate requested equipment, either via licenses, certifications or resume.
- 3.5 Provide all licenses for vehicles used in conjunction with the Project.
- 3.6 Provide for the OPERATOR'S use all vehicles and equipment currently in use full time at the Project, including the vehicles listed in Exhibit E.
- 3.7 Provide all current documentation on OWNER's Industrial Pretreatment Program (if option is so elected).
- 3.8 Assist with enforcement of sewer and WRC related ordinances, including those pertaining to the Industrial Pretreatment Program and provide for the billing and collection of all user fees and rates pertaining to the facilities.

4. COMPENSATION

- 4.1 OWNER shall pay to OPERATOR as compensation for services performed under this Agreement a base, fixed fee for the first year of this Agreement as listed under TOTAL in Section 4.9 ("Total Base Fixed Fee")..
- 4.2 Subsequent years' Total Base Fixed Fee shall be determined as follows:

The Total Base Fixed Fee shall be negotiated each year three (3) months prior to the anniversary of the effective date hereof. If the parties are unable to agree on the new Total Base Fixed Fee for any contract year during the Term, the parties will default to the equation set forth below:

Total Base Fixed Fee Equation:

Total Base Fixed Fee During Year 1 of Contract x (AF + 1)

AF: Adjustment Factor

$$AF = (ECI \times 0.5) + (CPI \times 0.5)$$

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

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

- 4.3 In the event of an increase or decrease in electricity or natural gas rates and/or tariffs charged by Commonwealth Edison or NICOR Inc, respectively, the Owner and OPERATOR will adjust the Agreement accordingly as provided in Exhibit G.
- 4.4 In the event of a change in the scope of services provided by OPERATOR occurs, Owner and OPERATOR will negotiate a commensurate adjustment in base fee.
- 4.5 Owner will pay as additional compensation to OPERATOR any increases in sludge hauling costs that are a result of rate increases by the sludge hauler that occur during any Agreement year. Owner reserves the right to require the OPERATOR to obtain a minimum of three (3) bids for sludge hauling services per Agreement Year prior to agreeing to pay additional compensation.
- 4.6 Upon commencement of this Agreement, OPERATOR will provide a minimum of 7 Full-Time Equivalent (FTE) associates to provide services included.
- 4.7 Upon commencement of this Agreement, OPERATOR will provide a minimum of 7 Full-Time Equivalent (FTE) associates to provide services included within the scope of the contract.

At the end of the contract year, OPERATOR shall rebate any budgeted funds for Labor and Benefits that are not spent for the operations, maintenance and management of the Project during the contract year. The rebates for this section shall remain applicable through the contract year

Budgeted funds for year one (1) (FYE 2012) of this Agreement are listed in Section 4.9

- 4.8 At the end of the contract year, OPERATOR shall rebate fifty percent (50%) of any budgeted funds for Utilities (Electrical Power and Natural Gas) and Biosolids Hauling and Disposal that are not spent for the operations and maintenance of the

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Project during the contract year. For purposes of this Agreement, any rebate of these budgeted funds (Utilities and Biosolids Hauling and Disposal) will be based upon a combined net total of both. Budgeted funds for Year one (1) of this Agreement are listed in Section 4.9

Rebates do not include any energy or operation grants directly resulting from efforts initiated, funded or performed by the Village. This includes any major WRC improvements which are funded by the Village outside this Contract.

4.9 Summary of Operating Contract Budgets:

WRC Operations - The expenditures budgeted from Sections 2.17, 2.18, 4.7 and 4.8 are as follows:

NO.	BUDGET ITEM	CONTRACTUAL AMOUNTS
1	Total Fixed Operating Costs	
	1. Subtotal Labor and Benefits Costs:	\$516,629
	2. Subtotal Non-Labor Operating Costs	\$411,075
	Total Labor and Operating Costs	\$927,704
2	Budgeted Utility Costs	
	1. Electricity	\$333,988
	2. Natural Gas:	\$11,198
	Budgeted Utility Costs	\$345,186
3	Costs for Biosolids Hauling and Disposal:	\$160,940
4	IPP Costs	\$10,300
5	Repair Budget	\$50,000
6	Capital Expenditure Budget	\$125,000
	TOTAL BASE FIXED FEE (SUM OF ITEMS 1-5)	\$1,619,130

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

5. ADMINISTRATION AND EMPLOYEES

- 5.1 Upon commencement of this Agreement, OPERATOR shall transfer all existing utility billings and contracts (unless pass-through option) to their responsibility, or negotiate and execute new contracts, including but not limited to, private utilities, (i.e. natural gas, electricity, etc), chemicals, biosolids hauling and disposal and laboratory services.
- 5.2 OPERATOR shall meet with the Public Works Director or his designee to report and discuss on the past, current and future operations of the WRC. Discussions shall include, but are not limited to discharge permit compliance, operational decisions, repairs, capital expenditures, staffing and public issues (odor, noise, nuisances, etc). If so requested by the Village Director of Public Works, OPERATOR shall report weekly; otherwise not less than bi-monthly. All staffing changes shall be reported to the Director of Public Works, accompanied with the reasons for the change and what, if any, operation changes are anticipated as a result.
- 5.3 The personnel employed by OPERATOR shall not be deemed to be employees of the Owner and shall not be entitled to any fringe benefits the Owner affords its employees. Personnel employed by OPERATOR shall not hold themselves out as employees of the Owner. However, CONTRACTOR and CONTRACTOR'S officers, employees, and agents hereby acknowledge that residents may view CONTRACTOR'S officers, employees, and agents as representatives of the OWNER. Accordingly, CONTRACTOR'S officers, employees, and agents will act in a polite and courteous manner when dealing with the public.
- 5.4 The OWNER shall have the right to accept or reject the Project Manager proposed by OPERATOR, or to request that the Project manager or any OPERATOR employee be replaced if OWNER reasonably believes that such Project manager or employee is engaging in behavior that is detrimental to the OWNER. Upon receiving any such request from OWNER, OPERATOR will promptly resolve the issues to Owner's satisfaction.
- 5.5 OPERATOR shall comply with all aspects of the Public Works Employment Discrimination Act, 775 ILCS 10-1 et seq., and shall further comply with Section 2-105(a) of the Illinois Human Rights Act (775 ILCS 512-1 05(a) and continue to remain in compliance with said sections for the entirety of this Agreement. OPERATOR shall also comply with any other provisions of law required of entities which perform services to a municipality as an independent contractor. Violation of any such legal requirements is a cause of the cancellation of this Agreement. Any delay by the Owner in canceling this Agreement shall not be construed as and does not constitute Owner's consent to such violation and a waiver of any rights the Owner might have, including without limitation, cancellation of the contract.

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- 5.6 The OPERATOR agrees that all O&M manuals, operating and laboratory records database, state reports, Industrial Pre-Treatment Program (IPP) reports, maintenance database and all other deliverables prepared for OWNER under this Agreement shall remain the property of the OWNER and shall be properly arranged, indexed and delivered to the OWNER upon the conclusion or termination of Contract. All data provided will be in a format suitable for the OWNER's use.
- 5.7 Any and all documents and materials made or maintained under this Agreement shall be and will remain the property of the OWNER, which shall have the right to use same without restriction or limitation and without compensation to the OPERATOR other than as provided in this Agreement. Where the OPERATOR uses proprietary software or systems to service the OWNER, those proprietary software and systems shall remain the property of the OPERATOR.
- 5.8 The OWNER acknowledges that the use of information that becomes the property of the OWNER pursuant to Paragraph 5.7, for the purposes other than those contemplated in this Agreement, shall be at the OWNER's sole risk.

6. PAYMENT OF COMPENSATION

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

Upon receipt of OPERATOR's invoice and payable, OWNER will pay, or cause to be paid, the approved amounts invoiced to the OPERATOR in accordance with the Local Prompt Payment Act, Illinois Compiled Statutes Ch. 505, et. Seq or within thirty (30) days. OWNER shall not be required to pay OPERATOR more often than monthly.

- 6.3 Any rebate arising from Section 2.17 and 2.18 will be paid to Owner within sixty (60) days after the end of each Agreement year.

7. LABOR DISPUTES; FORCE MAJEURE

- 7.1 In the event that activities by Owner's employee groups or unions cause a disruption in OPERATOR's ability to perform at the Project, OWNER, with OPERATOR's assistance or OPERATOR, at its own option, may seek appropriate injunctive court orders.

During any such disruption, OPERATOR shall operate the facilities on a best-efforts basis until any such disruptions cease.

- 7.2 A Party shall not be deemed in material breach of this Agreement with respect to the Project if such Party fails to timely perform the same and such failure is due in whole or in part to war, acts of God, strikes, labor disputes, inability to procure materials, delay in issuance of necessary permits or authorizations by any governmental body, including but not limited to the Village, through no fault of the Operator or similar causes beyond the reasonable control of such Party ("**Force Majeure**"). If one of the foregoing events shall occur or either Party shall claim that such an event shall have occurred, such claims shall be made in writing within ten (10) days after its occurrence.

8. INDEMNITY, LIABILITY AND INSURANCE

- 8.1 To the fullest extent permitted by law, OPERATOR hereby agrees to and shall defend and hold Owner and its officers, agents, representatives and employees harmless from any liability or damages for property damage or bodily injury, including death, which may arise from negligent, willful and wanton or intentional misconduct of OPERATOR or any of its officers, employees, representatives, subcontractors or agents under this Agreement. Owner agrees to and shall defend and hold OPERATOR harmless from any liability or damages for property damage or bodily injury, including death, which may arise from the negligent, willful and wanton, or intentional misconduct of the Owner or its officers, agents or employees. To the extent that the Owner and Operator are determined by a finder of fact to be negligent and the negligence of both is the proximate cause of the damages assessed by such finder of fact, and such determination is final and non-appealable, then in such event Owner and Operator shall each be responsible for their respective portions of the damages assessed in direct proportion to their comparative shares of the total negligence.
- 8.2 Operator shall be liable for fines or civil penalties, which may be imposed by a regulatory or enforcement agency for violations occurring on or after the Commencement Date, as a result of the failure to comply with the terms and conditions of any duly authorized permit, court order, administrative order, law, statute, or ordinance for reasons resulting from Operator's breach, negligence or willful misconduct during the term of this Agreement. Owner may assist Operator to contest the level of any such fines in administrative proceedings and/or in court prior to any payment by Operator. Operator shall pay the costs, including attorney's fees, of contesting any such fines. Operator shall not be liable for fines or civil penalties that result from violations (i) for the exceptions stated in Exhibit C.
- 8.3 Each party shall obtain and maintain insurance coverage of a type and in the amounts described in Exhibit D. Each party shall name the other party as an additional insured on all insurance policies covering the Project and shall provide the other party with satisfactory proof of insurance.

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- 8.4 Performance Guarantee (Bond): The Contractor shall submit a performance bond equal to 125% of the amount of the contract within 30 days after execution of the Agreement. This bond shall be renewed or replaced with a bond of equal value within 30 days of the anniversary date of the Agreement throughout the life of the Agreement.

9. TERM AND TERMINATION; DEFAULT REMEDIES

- 9.1 The initial term of this Agreement shall be five (5) years commencing on May 1, 2011 through April 30, 2016. The parties may agree to subsequent Agreement extensions (hereinafter "the extended term").
- 9.2 Either party may terminate this Agreement for a material breach of the Agreement by the other party after giving written notice of breach and allowing the other party thirty (30) days to correct the breach. Neither party shall terminate this Agreement without giving the other party thirty (30) days written notice of intent to terminate after failure of the other party to correct the breach within thirty (30) days.
- 9.3 Upon notice of termination by the OWNER, OPERATOR shall assist OWNER in resuming operation of the Project. The period of assistance shall extend no longer than ninety (90) days from the date of Notice of Termination at the option of the OWNER. At the date of termination, the OPERATOR will provide the OWNER with the quantities of chemicals shown in Exhibit F. OWNER will pay the OPERATOR for the cost of the quantities shown in Exhibit F at current market rates. If additional cost is incurred by OPERATOR at request of the OWNER, OWNER shall pay the OPERATOR such cost in accordance with Article 2.25. All Operations and Maintenance Manuals and facility performance data shall remain the property of the OWNER and will be turned over to the Owner by OPERATOR at the date of termination.
- 9.4 All remedies available to either party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

10. OPERATOR'S REPRESENTATIONS AND WARRANTIES.

- 10.1 The Operator represents and warrants that:
- A. It is a duly organized and validly existing (legal status) corporation under the laws of the State of Illinois. The Operator has all requisite power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement and this Agreement has been duly executed and delivered by authorized members of the Operator and is legally binding upon and enforceable against the Operator in accordance with its terms.

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- B. The Operator is not a party to any contract or agreement or subject to any charter, operating agreement, article of organization or other limited liability company restriction which materially and adversely affects its business, property or assets, or financial condition. Neither the execution and delivery of this Agreement nor compliance with the terms of this Agreement will conflict with, or result in any breach of the terms, conditions or restrictions of, or constitute a default under, or result in any violation of, or result in the creation of any liens upon the properties or assets of the Operator pursuant to, the operating agreement or articles of incorporation of the Operator, any award of any arbitrator or any agreement (including any agreement with members), instrument, order, judgment, decree, statute, law, rule or regulation to which the Operator is subject.

- C. There is no action, suit, investigation or proceeding pending, or to the knowledge of the Operator, threatened against or affecting the Operator, at law or in equity, or before any court, arbitrator, or administrative or governmental body, nor has the Operator received notice in respect of, nor does it have any knowledge of, any default with respect to any judgment, order, writ, injunction, or decree of any court, governmental authority or arbitration board or tribunal, which in either case might reasonably be expected to result in any material adverse change in the business, condition (financial or otherwise) or operations of the Operator or the ability of the Operator to perform its obligations under this Agreement.

- D. The execution, delivery and performance of this Agreement have been duly authorized by all requisite corporate action.

- E. The Operator has filed all federal, state and other income tax returns which, to the knowledge of the officers of the Operator, are required to be filed, and each has paid all taxes as shown on such returns and on all assessments received by it to the extent that such taxes have become due, except such taxes as are being contested in good faith by appropriate proceedings for which adequate reserves have been established in accordance with generally accepted accounting principles. The Operator knows of no proposed additional tax or assessment against it by any governmental authority, that would be reasonably likely to have a material adverse effect on the business, condition (financial or otherwise) or operations of the Operator.

11. OPERATOR CERTIFICATIONS:

The OPERATOR certifies that:

**VILLAGE OF CAROL STREAM
WRC CONTRACT OPERATOR**

- A. It is not barred from contracting with any unit of state or local government as a result of violating Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 33E-4).
- B. It shall comply with the Illinois Drug Free Work Place Act.
- C. It shall comply with the Equal Opportunity Clause of the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights.
- D. It shall comply with the Americans with Disabilities Act and Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.).
- E. The Operator is not delinquent in the payment of any tax administered by the Illinois Department of Revenue nor is delinquent in the payment of any money owed to the Village.
- F. To the extent applicable the Operator shall comply with the Prevailing Wage Act, 820 ILCS 130/1 et seq. and shall provide such documentation as requested by the Owner to ensure such compliance.
- G. The Operator shall comply with all applicable federal laws, state laws and regulations including without limitation, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Operator agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and state statutes, and further agrees to make all required withholdings and deposits therefore. The Operator agrees to maintain full compliance with changing government requirements that govern or apply to the construction of the Project. The Operator understands and agrees that the most recent of such federal, county, state, and local laws and regulations will govern the administration of this Agreement at any particular time. Likewise, new federal, county, state and local laws, regulations, policies and administrative practices may be established after the date of the Agreement has been executed and may apply to this Agreement and the Project. Any lawsuit or complaint of violation of laws that is received by the Operator relative to this Agreement or the Project shall be immediately forwarded to the Owner.
- H. The Operator shall cooperate and shall comply with all third party requirements with respect to documents in its possession as provided in the Freedom of Information Act, 5 ILCS 140/1 et seq.

12. MISCELLANEOUS PROVISIONS

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

VILLAGE OF CAROL STREAM
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construe or describe the scope or intent of such paragraphs or articles of this Agreement nor in any way affect this Agreement.

13. OTHER DOCUMENTS

13.1 Except as modified by this Agreement, CONTRACTOR agrees to comply with all requirements, promises and representations contained in the following documents. Said documents are attached hereto and are fully incorporated herein by reference. If the requirements, promises or representations contained in said documents should conflict with any provision of this Agreement, the terms of this Agreement shall control.

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

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

14. NOTICES

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

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

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

OPERATOR Contact Information:

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

15. EXHIBITS.

**VILLAGE OF CAROL STREAM
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15.1 The following exhibits are attached hereto and made a part hereof or incorporated herein by reference and made a part hereof:

- Exhibit A DEFINITIONS
- Exhibit B LOCATION OF PROJECT
- Exhibit C NPDES PERMIT AND PROJECT CHARACTERISTICS
- Exhibit D INSURANCE COVERAGE
- Exhibit E VEHICLE INVENTORY AND MAINTENANCE EQUIPMENT
DESCRIPTION
- Exhibit F THIRTY-DAY SUPPLY AND SPARE PARTS INVENTORY
- Exhibit G ELECTRICITY AND HEATING FUEL ADJUSTMENT
- Exhibit H COPIES OF CRITICAL FORMS TO BE USED

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

Village of Carol Stream

By:

Title: _____

ATTEST:

Title:

OPERATOR:

By: _____

Title: _____

ATTEST:

Title: _____

EXHIBIT A

DEFINITIONS

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

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

EXHIBIT B

LOCATION OF PROJECT

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

a) All equipment, vehicles, grounds, and facilities now existing within the current property boundaries of, or being used to, operate OWNER's Wastewater Treatment Plant located at:

245 Kuhn Road
Carol Stream, Illinois 60188

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

A. Significant Industrial User (SIU)

1. Inland Power Group
2. Spice Tec
3. Davies Molding

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B. Categorical Industrial User (CIU)

1. Galaxy Circuits
2. Core Pipe
3. ITW Trans Tech
4. FIC America

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EXHIBIT C

NPDES PERMIT AND PROJECT CHARACTERISTICS

C.1 OPERATOR will operate so that effluent will meet the requirements of NPDES permit No. IL0026352 (most recent issued, January 2008, copy attached). OPERATOR shall be responsible for meeting the effluent quality requirements of Owner's NPDES permit and shall be responsible for such fines and legal action arising out of a failure to meet those requirements unless one or more of the following occurs:

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

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

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

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

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

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

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

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

EXHIBIT C (CONTINUED)

NPDES PERMIT

EXHIBIT D

INSURANCE COVERAGE

D.1 Mandatory Insurance Requirements

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

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

MINIMUM LIMITS OF INSURANCE

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

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

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C. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

D. (RESERVED)

E. Contractors Pollution Liability: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Operator deductibles and self-insured retentions are as follows:

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

Business Automobile Liability, \$100,000 Deductible

Worker's Compensation, \$500,000 Deductible

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

OTHER INSURANCE PROVISIONS

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

A. General Liability and Automobile Liability Coverages

1. The Owner, its officials, agents, employees and volunteers are to be covered as additional insured's as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.

2. The Contractor's insurance coverage shall be primary as respects the Owner, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Owner, its officials, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner, its officials, agents, employees and volunteers.

4. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. (RESERVED)

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6. All general liability coverage shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

B. Workers' Compensation and Employers' Liability Coverage

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

C. All Coverages

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

ACCEPTABILITY OF INSURERS

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

VERIFICATION OF COVERAGE

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

SUBCONTRACTORS

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

ASSUMPTION OF LIABILITY

(RESERVED)

III. **EXHIBITS**

- EXHIBIT 1 – ISO Additional Insured Endorsement CG 2010
EXHIBIT 2 –ISO Additional Insured Endorsement CG 2026
EXHIBIT 3 – Sample Certificate of Insurance
EXHIBIT 4 – Sample Additional Insured Endorsement

INDEMNITY/HOLD HARMLESS PROVISION

(RESERVED)

Regulatory Requirements

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

INSURANCE EXHIBIT 1

INSURANCE EXHIBIT 2

INSURANCE EXHIBIT 3

INSURANCE EXHIBIT 4

EXHIBIT E
VEHICLE INVENTORY AND MAINTENANCE EQUIPMENT LIST

VEHICLES	
MANUFACTURER	DESCRIPTION
Chevrolet	1991 4x4 Pickup
John Deere	Gator
John Deere	Riding Mower
John Deere	Tractor
Toyota	2000 Fork Truck

PLANT MAINTENANCE EQUIPMENT
Miller Bobcat Welder/Generator
Honda Trash Pump
Power Washer
Pipe Vice, Stand, Cutter
Master mechanic Circular Power Saw
Echo Weed Wacker
Century 295 Welder
Craftsman Wet/Dry Vac
Sears 6-Ton Hydraulic Jack
Hitach Cordless Drill
Sears 3/8 Reverse Drill
Sears Craftsman 1/2 Reverse Drill
Simpson 260 Amp/Ohm Tester
Digital Multimeter
Astro 7-in Power Grinder
Sears 1/2-hp Bench Grinder
Kito 1-Ton Chain Holst
Stanley Short Cut Saw
Craftsman Charging System
Craftsman Compressor
Craftsman 10-in Band Saw
Craftsman Snow Blower
Craftsman Air Compressor
1000 AAC Clamp-On Ammeter, IR & Probe Temp
Sander/Grinder

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Black & Decker TS850 Air Compressor

PLANT MAINTENANCE EQUIPMENT (CONT'D)

Blue Giant Pallet Truck

12-in Compass Saw

Circular Saw

3-in Bimetal holesaw

ADMINISTRATION BUILDING EQUIPMENT
--

Kenmore Canister Vac

Misc Office Equipment

Pitney Bowles Copier & Stand

SCADA HP Compaq Computer & Monitor

SCADA Deskjet All In One Printer

Zenith Video Recorder

LABORATORY EQUIPMENT

Orion pH Electrode

Prion Ammonia Electrode

Fisher Stirrer/Hotplate

Barnstead-Thermolyne Muffle Furnace

Tuttnauer 2340 M Autoclave

Thermo Eltron Hot Air Oven

Gast Vacuum Pump

Boekel Dessicator Cabinet

Precision Water Bath

Precisa Micro Balance

Orion 290-A Meter

Orion DO Electrode

Labline BOD Incubator

White-Westinghouse Refrigerator

UV Cabinet

(2) Fisher Magnetic Stir Plates

Precision 6-place Magnetic Stir Plates
--

Thermolyne Cimarec Magnetic Stir Plates

Thermo-Orion Dual Star Meter

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Thermo-Orion Four Star Meter
YSI 550A Fiel Dissolved Oxygen Probe and Meter
ISCO 3710 Portable Sampler

EXHIBIT F

THIRTY-DAY SUPPLY AND SPARE PARTS INVENTORY

ITEM	UNIT	QUANTITY
Polymer	Lbs.	110 (2 Drums)
Sodium Hypochlorite (Nominal 15% Solution)	Gallons	400
Sodium Bisulfite (Nominal 38% Solution)	Gallons	2,000 (Two week supply)

EXHIBIT G

ELECTRICITY AND HEATING FUEL ADJUSTMENT

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

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

OPERATOR agrees that, for the plant loadings as stipulated in Exhibit C and for the WRC currently in place, the energy consumption will be capped at 3,694,632 KWH and 15,552 therm of heating fuel per year. Operator will be responsible for all electric and heating fuel costs above this cap unless the parties mutually agree to modify these caps. The electrical consumption is based on the successful startup and commissioning of the new turbo blower that is to be installed in the West Blower Building on or before May 1, 2011.

The initial average electrical rate for the period May 1, 2011 to April 30, 2012 is 9.04 cents per KWH.

The initial average heating fuel rate for the period of May 1, 2011 to April 30, 2012 is \$0.72 cost per therm.

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

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

EXHIBIT H

COPIES OF CRITICAL FORMS TO BE USED

OPERATOR
SAMPLES TO
BE PROVIDED
HERE

EXHIBIT 1

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
<p style="font-size: 48px; opacity: 0.5; transform: rotate(-45deg);">SAMPLE</p>	
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

EXHIBIT 2

POLICY NUMBER:

**COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
EXAMPLE
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

EXHIBIT 3

(EXAMPLE)

ACORD™		CERTIFICATE OF LIABILITY INSURANCE				DATE (MM/DD/YYYY) Completed
PRODUCER Fully Completed		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
INSURED Fully Completed		INSURERS AFFORDING COVERAGE			NAIC #	
		INSURER A: Name of Insurance Company			Completed	
		INSURER B: Name of Insurance Company			Completed	
		INSURER C: Name of Insurance Company			Completed	
		INSURER D: Name of Insurance Company			Completed	
INSURER E: Name of Insurance Company			Completed			
COVERAGES						
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	ADJ'L INSRE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY CG001 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OWNERS & CONT PROT (IF REQUIRED) <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIER PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Policy Number	Policy Start Date	Policy End Date	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea. Occur.) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP AGG \$ 1,000,000
A		AUTOMOBILE LIABILITY CA001 <input checked="" type="checkbox"/> ANY AUTO CA001 <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____	Policy Number	Policy Start Date	Policy End Date	COMBINED SINGLE LIMIT (Ea. Accident) \$ 1,000,000 BODILY INJURY (PER PERSON) \$ BODILY INJURY (PER ACCIDENT) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY-EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
B	X	EXCESS UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	Policy Number	Policy Start Date	Policy End Date	EACH OCCURRENCE \$ per request AGGREGATE \$ per request
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO If yes, describe under SPECIAL PROVISIONS below	Policy Number	Policy Start Date	Policy End Date	<input checked="" type="checkbox"/> WC STATU- <input type="checkbox"/> OTHER TORY LIMITS E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE-EA EMPLOYEE \$ 500,000 E.L. DIESEASE-POLICY LIMIT \$ 500,000
		OTHER Professional Liability (if requested)	Policy Number	Policy Start Date	Policy End Date	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS						
List project number, location and description. No endorsements or additional forms modify or limit coverage provided to additional insured. Coverage provided to the additional insured is primary.						
CERTIFICATE HOLDER				CANCELLATION		
Additional Insured: Member, its officials, employees, agents and volunteers.				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, SIGNATURE OF AUTHORIZED AGENT		

Accord 25 (2001/08)

EXHIBIT 4

ADDITIONAL INSURED ENDORSEMENT

Name of Insurer:
Name of Insured:
Policy Number:
Policy Period:
Endors. Effective Date:

This endorsement modifies coverage provided under the following:

Commercial General Liability
Coverage Part

Name of Individuals or Organization:

WHO IS AN INSURED section of the policy / coverage document is amended to include as an insured, the individuals or organization shown above, but only with respect to liability "arising out of your ongoing operations".

For purposes of this endorsement, "arising out of your ongoing operations" shall mean:

1. Liability the Additional Insured may incur resulting from the actions of a contractor it hires.
2. Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors work.
3. Liability the Additional Insured may incur for failure to maintain safe worksite conditions.
4. Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.

Original Created-1/2002
Revised-1/2005
Revised 1/2011

AGENDA ITEM
6.3 4-4-11

Village of Carol Stream
INTER-DEPARTMENTAL MEMO

TO: Mayor & Trustees

FROM: Robert Mellor, Assistant Village Manager *Rm*

DATE: April 1, 2011

RE: Award of Contract - Landscape Maintenance

Included in the proposed Fiscal-Year 2011-12 budget are funds to maintain the landscaped right-of-ways along Village, DuPage County and State of Illinois roadways. These properties include the Town Center on Lies Road, the Municipal Center, Daylily Park on St. Charles Road and the North Avenue, Schmale Road, Gary Avenue, County Farm Road and Army Trail Road median and right-of-ways. Carol Stream is reimbursed for the cost of maintaining County and State of Illinois right of ways by DuPage County. The specifications for maintenance of these properties is at a high level consistent with previously established Village Board guidelines and meet or exceed maintenance levels specified by IDOT for North Avenue and by DuPage County for Gary Avenue, County Farm Road and Army Trail Road. The bid specification requested a three year cost proposal with the initial term of the agreement from May 1, 2011 through April 30, 2012 with possible renewal for an additional two years, in one-year increments. A total of 31 bid packets were distributed with 7 contractors ultimately submitting sealed bids. On March 16, sealed bids were opened for landscape maintenance of these Village properties along with several Park District properties for which they are responsible. The results of the Village bid opening were as follows:

2011 Landscape Maintenance ¹

Landscape Contractor:	Town Center	Mun. Center	Daylily Park	North Ave.	Gary Ave.	County Farm Rd.	Army Trail Rd.	Schmale Rd.	Total All Property
The TLC Group, Clarendon Hills	\$12,759	\$4,272	\$3,684	\$34,380	\$3,360	\$3,200	\$1,230	\$3,360	\$66,245.00
Zenith Landscaping Wadsworth ²	\$10,750	\$3,270	\$3,175	\$23,400	\$2,880	\$2,840	\$1,100	\$2,840	\$50,255.00
The TLC Group, Clarendon Hills	\$ 9,394	\$3,322	\$2,730	\$28,834	\$3,010	\$3,150	\$1,105	\$3,150	\$54,695.00
Zenith Landscaping Wadsworth	\$11,450	\$3,720	\$3,625	\$27,400	\$2,880	\$2,840	\$1,100	\$2,840	\$55,855.00
Walsh Landscape Construction Bolingbrook ³	\$10,547	\$5,162	\$2,803	\$26,315	\$4,307	\$4,615	\$2,459	\$4,167	\$60,375.00
Atrium Landscape Lemont ⁴	\$12,600	\$4,200	\$3,500	\$33,000	\$2,800	\$3,200	\$1,100	\$3,100	\$63,500.00
Jameson Landscaping Streamwood	\$14,040	\$8,310	\$7,680	\$28,420	\$3,600	\$4,740	\$960	\$900	\$68,650.00
Sebert Landscaping Bartlett	\$15,454	\$4,830	\$10,934	\$21,840	\$7,280	\$6,834	\$5,792	\$4,434	\$77,398.00
Prestige Nursery West Chicago	\$24,700	\$5,490	\$9,220	\$47,700	\$4,830	\$7,740	\$2,230	\$8,000	\$109,910.00

Current Landscape Maintenance Contract pricing appears in blue. (Approximately \$4,000 for chemical weed control/fertilization was included in the current contract but is not included in the bid proposals as this will be

performed by a company that specializes in this service. This cost would need to be added to each of the bid proposals for an accurate comparison to the current contract pricing.)

¹ Includes mowing, weeding, edging/trimming, Spring/Fall & general clean up, and pruning/trimming.

² The Zenith bid was reduced by \$5,600 for mulching services which are not being recommended for award.

³ Walsh Landscaping bid total escalates 4% per year in the second and third year of the contract.

⁴ Atrium is a "Women Owned Business with only Green Practices".

Additionally, each contractor provided a cost to provide weed/tall grass lien cuttings as follows:

Landscape Contractor:	Weed Lien/Tall Grass Cuttings
The TLC Group, Clarendon Hills	.05/sq.ft.
Zenith Landscaping, Wadsworth	.05/sq.ft.
Walsh Landscape Construction Bolingbrook	.02/sq.ft.
Atrium Landscape Lemont	.05/sq.ft.
Jameson Landscaping Streamwood	.05/sq.ft.
Sebert Landscaping Bartlett	.05/sq.ft.
Prestige Nursery West Chicago	.03/sq.ft.

The current price for weed lien cuttings is \$.05/square foot.

The following bidder inconsistencies were noted:

- The Grand Total (GT) bid for all work submitted by Sebert Landscaping contained a \$7,280 discrepancy. The bid GT stated it was \$70,118 when it actually totaled \$77,398.
- The Grand Total (GT) bid for all work submitted by Prestige Nursery contained a \$40 discrepancy. The bid GT stated it was \$109,950 when it actually totaled \$109,910.

The contract for landscape maintenance is not a lump sum contract. The Village pays for only those services provided. Mowing/Trimming for example is paid for by the cutting and is entirely a reflection of weather. The bid specifications also provide for the award of a contract in whole or in part. The bid documents request a cost for applying mulch, however, the last time mulch was applied under this contract was 2008. Since 2008 any mulch needed has been applied by staff. In excluding mulch from the bid award the Village saves over \$4,400. Therefore, it is recommended that mulch be excluded. If mulch is excluded from the contract, Zenith Landscaping is the lowest responsible bidder for the services to be awarded.

Consistent with prior year contracts it is recommended that the Village Board approve the landscape maintenance contract prior to May 1st so that the selected contractor can gear-up for spring clean-up activities. Landscape contractors are also preparing their schedules and priorities for the coming year and usually give preference to clients who notify them early that they will be awarded the contract.

Staff recommends award of the contract for landscape maintenance services for the properties listed above to Zenith Landscape Group at the unit costs specified for all items except mulch in their bid opened on March 16, 2011 (approximately \$50,255/year), for the period May 1, 2011 through April 30, 2012 with a contract option for two additional years. Zenith satisfactorily provides landscape maintenance services to the City of Wheaton, the Village of Carpentersville and the Schaumburg, Arlington Heights and Mundelein Park Districts. This cost represents a decrease of 24% over the previous contract with TLC Landscaping, Inc. There are sufficient funds budgeted in the proposed Fiscal Year 2011-12 budget to pay for these expenditures. Furthermore, some of the Village's costs are offset through a reimbursement of up to \$14,210 by

DuPage County for maintenance of County right-of-ways in Carol Stream. Final approval of this contract is subject to funds being included in the Fiscal Year 2012 Budget.

Cc: Joseph E. Breinig, Village Manager
Phil Modaff, Director of Public Works
Rick Lescher, Buildings & Grounds Maintenance Supervisor

BIDDING DOCUMENTS

FOR

LANDSCAPE MAINTENANCE

VILLAGE OF CAROL STREAM
DUPAGE COUNTY, ILLINOIS

PROPOSAL SUBMITTED BY:

ZENITH LANDSCAPE GROUP LLC
(CONTRACTOR'S NAME)

38579 ARBOR CT
(ADDRESS)

WADSWORTH IL 60083

(847) 360-1010 office 847-317-7554
(TELEPHONE) CELL

SCHEDULE OF MAINTENANCE PRICES

ITEM NO.	ITEM	APPROX. QUANTITIES	UNITS	1 ST YEAR CONTRACT DOLLARS/CENTS		2 ND YEAR CONTRACT DOLLARS/CENTS		3 RD YEAR CONTRACT DOLLARS/CENTS	
				Ea. Unit	Total	Ea. Unit	Total	Ea. Unit	Total
1.	Town Center	All #1. Items	Lump Sum	\$ <u>11,450</u>		\$ 11,450		\$ 11,450	
A.	Mowing/Trimming	28 (One time per week or as determined by the Village of Carol Stream)	Each Mowing (7.5 Acres)	\$ 175	\$ 4,900	\$ 175	\$ 4,900	\$ 175	\$ 4,900
B.	Edging	Once each season	Each (Per Specification)	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250
C.	Spring Clean-up	Once each Season	Lump Sum (Per Spec.)	\$ 700		\$ 700		\$ 700	
D.	Fall Clean-up	Once each Season	Lump Sum (Per Spec.)	\$ 925		\$ 925		\$ 925	
E.	General Clean-up	28 (Weekly)	Each (Per Specification)	\$ 925		\$ 925		\$ 925	
F.	Mulch (Trees/Planting Beds)	1 Time/Year (3"-4") All Areas	Cu. Yd. Labor cost	\$ <u>700</u>		\$ 700		\$ 700	
G.	Pruning (Shrubs)	2 Time/Year per specification	Shrubs	\$ 500	\$ 1,000	\$ 500	\$ 1,000	\$ 500	\$ 1,000
H.	Hand Weeding (Planting Beds)	14 (Once every 2 weeks or as directed by the Village)	One complete weeding of all beds	\$ 75	\$ 1,050	\$ 75	\$ 1,050	\$ 75	\$ 1,050
2.	Municipal Center	All #2. Items	Lump Sum	\$ <u>3,720</u>		\$ 3,720		\$ 3,720	
A.	Mowing/Trimming	28 (One time per week or as determined by the Village of Carol Stream)	Each Mowing (1 Acre)	\$ 50	\$ 1,400	\$ 50	\$ 1,400	\$ 50	\$ 1,400
B.	Edging	Once each season	Each (Per specification)	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200
C.	Spring Clean-up	Once each Season	Lump Sum (Per Spec.)	\$ 250		\$ 250		\$ 250	
D.	Fall Clean-up	Once each Season	Each (Per specification)	\$ 350		\$ 350		\$ 350	
E.	General Clean-up	28 (Weekly)	Each	\$ 150		\$ 150		\$ 150	
F.	Mulch (Trees/Planting Beds)	1 Time/Year (3"-4") All Areas	Cu. Yd. Labor cost	\$ <u>450</u>		\$ 450		\$ 450	
G.	Pruning (Shrubs)	2 Time/Year per specification	Shrubs	\$ 250	\$ 500	\$ 250	\$ 500	\$ 250	\$ 500
H.	Hand Weeding (Planting Beds)	14 (Once every 2 weeks or as directed by the Village)	One complete weeding of all beds	\$ 30	\$ 420	\$ 30	\$ 420	\$ 30	\$ 420

3.	St. Charles-Daylily Park	All #3. Items	Lump Sum	3,175 \$ 3,625		\$ 3,625		\$ 3,625	
A.	Mowing/Trimming	28 (One time per week or as determined by the Village of Carol Stream)	Each Mowing (3/4 Acre)	\$ 35 Ea. Unit	\$ 980 Total	\$ 35 Ea. Unit	\$ 980 Total	\$ 35 Ea. Unit	\$ 980 Total
B.	Edging	Once each season	Each (Per specification)	\$ 250 Ea. Unit	\$ 250 Total	\$ 250 Ea. Unit	\$ 250 Total	\$ 250 Ea. Unit	\$ 250 Total
C.	Spring Clean-up	Once each Season	Lump Sum (Per Spec.)	\$ 325		\$ 325		\$ 325	
D.	Fall Clean-up	Once each Season	Each (Per specification)	\$ 350		\$ 350		\$ 350	
E.	General Clean-up	28 (Weekly)	Each	\$ 700		\$ 700		\$ 700	
F.	Mulch (Trees/Planting Beds)	1 Time/Year (3"-4") All Areas	Cu. Yd. Labor cost	\$ 450		\$ 450		\$ 450	
G.	Pruning (Shrubs)	2 Time/Year per specification	Shrubs	\$ 110 Ea. Unit	\$ 220 Total	\$ 110 Ea. Unit	\$ 220 Total	\$ 110 Ea. Unit	\$ 220 Total
H.	Hand Weeding (Planting Beds)	14 (Once every 2 weeks or as directed by the Village)	One complete weeding of all beds	\$ 25 Ea. Unit	\$ 350 Total	\$ 25 Ea. Unit	\$ 350 Total	\$ 25 Ea. Unit	\$ 350 Total

4.	North Avenue	All #4. Items	Lump Sum	23,400 \$ 27,400		\$ 27,400		\$ 27,400	
A.	Mowing/Trimming	14 (Once every 2 weeks or as directed by the Village)	Each Mowing (50 Acres)	\$ 900 Ea. Unit	\$ 12,600 Total	\$ 900 Ea. Unit	\$ 12,600 Total	\$ 900 Ea. Unit	\$ 12,600 Total
B.	Edging	Once each season	Each (Per specification)	\$ 1,000 Ea. Unit	\$ 1,000 Total	\$ 1,000 Ea. Unit	\$ 1,000 Total	\$ 1,000 Ea. Unit	\$ 1,000 Total
C.	Spring Clean-up	Once each Season	Lump Sum (Per Spec.)	\$ 1000		\$ 1000		\$ 1000	
D.	Fall Clean-up	Once each Season	Each (Per specification)	\$ 1000		\$ 1000		\$ 1000	
E.	General Clean-up	Weekly	Lump Sum	\$ 2000		\$ 2000		\$ 2000	
F.	Pruning (Shrubs)	2 Time/Year per specification	Shrubs	\$ 2000 Ea. Unit	\$ 2000 Total	\$ 1000 Ea. Unit	\$ 2000 Total	\$ 1000 Ea. Unit	\$ 2000 Total
G.	Mulch (Trees/Planting Beds)	1 Time/Year (3"-4") All Areas	Cu. Yd. Labor cost	\$ 4,000		\$ 4,000		\$ 4,000	
H.	Hand Weeding (Planting Beds)	14 (Once every 2 weeks or as directed by the Village)	One complete weeding of all beds	\$ 200 Ea. Unit	\$ 2,800 Total	\$ 200 Ea. Unit	\$ 2,800 Total	\$ 200 Ea. Unit	\$ 2,800 Total
I.	Watering	As directed by Village during drought periods	1000 gal. units	\$ 1.00 Ea. Unit	\$ 1,000 Total	\$ 1.00 Ea. Unit	\$ 1,000 Total	\$ 1.00 Ea. Unit	\$ 1,000 Total

5.	County Farm Road	All #5. Items	Lump Sum	\$ 2,840		\$ 2,840		\$ 2,840	
A.	Mowing/Trimming	14 (Once every 2 weeks or as directed by the Village)	Each Mowing (8 Acres)	\$ 110 Ea. Unit	\$ 1540 Total	\$ 110 Ea. Unit	\$ 1540 Total	\$ 110 Ea. Unit	\$ 1540 Total
B.	Spring Clean-up	Once each Season	Lump Sum (Per Spec.)	\$ 475		\$ 475		\$ 475	
C.	Fall Clean-up	Once each Season	Each (Per specification)	\$ 475		\$ 475		\$ 475	

D.	General Clean-up	Weekly	Lump Sum	\$ 350	\$ 350	\$ 350
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6.	Schmale Road	All #6. Items	Lump Sum	\$ 2,840		\$ 2,840		\$ 2,840	
A.	Mowing/Trimming	14 (Once every 2 weeks or as directed by the Village)	Each Mowing (7 Acres)	\$ 110 Ea. Unit	\$ 1,540 Total	\$ 110 Ea. Unit	\$ 1,540 Total	\$ 110 Ea. Unit	\$ 1,540 Total
B.	Spring Clean-up	Once each Season	Lump Sum (Per Spec.)	\$ 475		\$ 475		\$ 475	
C.	Fall Clean-up	Once each Season	Each (Per specification)	\$ 475		\$ 475		\$ 475	
D.	General Clean-up	Weekly	Lump Sum	\$ 350		\$ 350		\$ 350	
7.	Army Trail Road	All #7. Items	Lump Sum	\$ 1,100		\$ 1,100		\$ 1,100	
A.	Mowing/Trimming	14 (Once every 2 weeks or as directed by the Village)	Each Mowing (2 Acres)	\$ 45 Ea. Unit	\$ 630 Total	\$ 45 Ea. Unit	\$ 630 Total	\$ 45 Ea. Unit	\$ 630 Total
B.	Spring Clean-up	Once each Season	Lump Sum (Per Spec.)	\$ 175		\$ 175		\$ 175	
C.	Fall Clean-up	Once each Season	Each (Per specification)	\$ 175		\$ 175		\$ 175	
D.	General Clean-up	Weekly	Lump Sum	\$ 120		\$ 120		\$ 120	
8.	Gary Avenue	All #9. Items	Lump Sum	\$ 2,880		\$ 2,880		\$ 2,880	
A.	Mowing/Trimming	14 (Once every 2 weeks or as directed by the Village)	Each Mowing (6 Acres)	\$ 145 Ea. Unit	\$ 2,030 Total	\$ 145 Ea. Unit	\$ 2,030 Total	\$ 145 Ea. Unit	\$ 2,030 Total
B.	Spring Clean-up	Once each Season	Lump Sum (Per Spec.)	\$ 300		\$ 300		\$ 300	
C.	Fall Clean-up	Once each Season	Each (Per specification)	\$ 300		\$ 300		\$ 300	
D.	General Clean-up	Weekly	Lump Sum	\$ 250		\$ 250		\$ 250	
9.	Weed Lien Properties	As needed	Square Foot	\$.05 /sq.ft.		\$.05 /sq.ft.		\$.05 /sq.ft.	
		Total of Lump Sum Items 1 through 8		\$ 55,855		\$ 55,855		\$ 55,855	

CERTIFICATE OF ELIGIBILITY TO CONTRACT

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

Date: 03/14/2011

Zenith Landscape Group
Contractor

SUBSCRIBED and SWORN TO before me

this 15 day of MARCH, 2011.

NOTARY PUBLIC



A handwritten signature in cursive script, likely belonging to the Notary Public, is written over a faint, circular notary seal. The seal contains the text "NOTARY PUBLIC" and "STATE OF ILLINOIS".

PUBLIC CONTRACTORS -WRITTEN SEXUAL HARASSMENT POLICY

ZENITH LANDSCAPE Group, ("Contractor"), having submitted a bid/proposal
(Name of Contractor)

for Landscape Maintenance Services to the Village of Carol Stream on

MARCH 14 2011, hereby certifies that said Contractor has a written Sexual Harassment Policy in full compliance
(Date)

with 775 ILCS 5/2-105(A) (4).

By: Wesley Peete Wesley Peete
Authorized Agent of Contractor (Signature) (Printed)

Subscribed and sworn to before me this 15 day of MARCH, 20011

Notary Public

[Handwritten Signature]
[Faint Notary Seal]

CONTRACTOR QUESTIONNAIRE

FIRM NAME: ZENITH LANDSCAPE GROUP LLC

OWNER'S NAME: WESLEY PEETE C.L.T PHONE # (847) 417-7554

BUSINESS ADDRESS: 38579 NARBOR CT
WADSWORTH IL 60083

MAINTENANCE YARD ADDRESS:

HORIZON CT ZION IL 60099
Street City Zip Code

	Company-wide	Designated for Village of Carol Stream Properties
# FULL TIME EMPLOYEES:	<u>18</u>	<u>5</u>
# PART TIME EMPLOYEES:	<u>9</u>	<u>1</u>
# SEASONAL EMPLOYEES:	<u>15</u>	<u>4</u>
# CLERICAL EMPLOYEES:	<u>4</u>	<u>2</u>
# CERTIFIED LANDSCAPE TECHNICIANS (ILCA):	<u>2</u>	<u>1</u>
# CERTIFIED ARBORISTS (ISA):	<u>0</u>	<u>0</u>

YEARS IN BUSINESS (under this company name) 9

BANK NAME: FIRST MIDWEST BANK

BONDING COMPANY NAME: RNA SURETY COMPANY

BONDING POWER: \$500,000

REFERENCES: Please list the name, address and phone number, and number of acres maintained in the contract for your five largest clients on separate company letterhead.

May the Village of Carol Stream contact these references? YES X NO _____



Zenith Landscape Group
"Go Green" Enhancing Green Landscapes

Additional Labor:

Additional Labor Rate per manned hour:	\$35.00
Core Aeration per acre:	\$90.00
Power Raking per acre:	\$125.00
Fertilization / Weed Control per acre:	\$125.00
Irrigation Repair and Maintenance per hour:	\$125.00

www.ZenithLandscapeGroup.com

38579 Arbor Court, Wadsworth, IL 60083 • 847-360-1010 • Fax 847-360-1011



Zenith Landscape Group
"Go Green" Enhancing Green Landscapes

Equipment List

03/15/2011

Village of Carol Stream

2008 F-450 Crew Cab Diesel

License Plate # 99536 F

2009 Wells Cargo 8X22 Enclosed Landscape Trailer

License Plate # 224012T/A

(2) 2011 72" Exmark Riding Mowers

(1) 2011 60" Exmark Turf Tracer Hydro Mower

(1) 2010 61" Wright Stander Hydro Mower

(3) 2011 Echo Line Trimmers

(3) 2011 Echo Backpack Blowers

(2) Redmax Hedge Trimmer

Garden Tools: Cultivators, Spades, Leaf Rakes, Loppers

www.ZenithLandscapeGroup.com

38579 Arbor Court, Wadsworth, IL 60083 • 847-360-1010 • Fax 847-360-1011

ORDINANCE NO. _____

**AN ORDINANCE ADOPTING THE ANNUAL BUDGET FOR THE
VILLAGE OF CAROL STREAM
IN THE AMOUNT OF \$43,114,482 FOR THE FY2011-12 FISCAL YEAR
BEGINNING MAY 1, 2011, AND ENDING APRIL 30, 2012**

WHEREAS, Village staff has prepared and presented to the Mayor and Board of Trustees of the Village of Carol Stream a proposed annual budget for the 2011-12 fiscal year beginning May 1, 2011, and ending April 30, 2012 as set forth in "Exhibit A" to this ordinance as attached hereto; and

WHEREAS, the Board of Library Trustees of the Carol Stream Public Library on March 16, 2011 passed Resolution # 248 entitled "FY2012 Working and Appropriation Budgets / Request for Tax Levy", such budget having been incorporated into the foregoing proposed annual budget as presented in "Exhibit A" to this ordinance, and

WHEREAS, following due and proper publication of public notice in The Daily Herald on March 28, 2011, a public hearing was held on April 4, 2011, to consider the proposed annual budget for the 2011-12 fiscal year; and

WHEREAS, the proposed annual budget has been made conveniently available for public review and inspection at least 10 days prior to passage in the office of the Carol Stream Village Clerk, the Carol Stream Public Library and on the Village's web site, and

WHEREAS, the Mayor and Board of Trustees of the Village of Carol Stream deem it in the best interest of the Village to adopt the budget proposed by the Budget Officer, as revised at the direction of the Mayor and Board of Trustees;

NOW, THEREFORE, BE IT HEREBY ORDAINED 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: The annual expenditure Budget for the 2011-12 fiscal year, beginning May 1, 2011, and ending April 30, 2012, for the Village of Carol Stream, is in the amount of Forty Three Million One Hundred Fourteen Thousand Four Hundred Eighty Two Dollars, (\$43,114,482); as set forth in Exhibit "A," as attached hereto, is hereby adopted and authorized.

SECTION 2: That the adoption of the foregoing annual budget shall be in lieu of the Appropriation Ordinance required in Section 8-2-9 of the Illinois Municipal Code.

SECTION 3: The budget hereby approved shall be printed and bound and a certified copy of this Ordinance and a copy of the printed and bound budget shall be filed with the DuPage County Clerk in accordance with the provisions of the statutes of the State of Illinois.

SECTION 4: This Ordinance shall be in full force and effect upon its passage, approval, and publication in pamphlet form as provided by law.

PASSED AND APPROVED THIS 4TH DAY OF APRIL, 2011.

AYES:

NAYS:


ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

Village of Carol Stream
Interdepartmental Memorandum

DATE: March 31, 2011
TO: Joe Breinig, Village Manager
FROM: Jon Batek, Finance Director 
SUBJECT: April 4, 2011 Proposed Budget Adoption

Included with this memorandum is the ordinance which will be placed on the Village Board's agenda for adoption of the fiscal year 2011-12 Village budget this coming Monday, April 4.

The only changes which have been made to the draft budget document published last Friday, March 25th are the inclusion of recently received Library budget totals which were approved at their March 16th meeting. Updated pages 24 – 28 which incorporate these totals are attached for your reference and have been inserted into the draft budget document attached as an exhibit to the ordinance.

Upon Village Board approval Monday evening, we will begin to finalize and bind the final budget document for filing at the County offices prior to May 1st.

Village of Carol Stream

Comparison of Revenues

Description	Actual FY 09-10	Revised Budget FY 10-11	Estimated Revenues FY 10-11	Proposed Budget FY 11-12	Projected FY 12-13	Projected FY 13-14
General Corporate Fund						
Operating Revenue						
Property Taxes						
Road & Bridge	\$ 238,815	\$ 234,320	\$ 242,000	\$ 251,000	\$ 256,000	\$ 261,100
Pers. Prop. Replace.Tax	79,245	67,500	71,000	70,000	73,000	76,000
Other Taxes						
Sales Tax (State Shared)	4,753,175	4,654,442	4,865,000	4,915,000	4,965,000	5,015,000
Electricity Use tax	1,749,319	1,748,005	1,875,000	1,750,000	1,750,000	1,750,000
Income Tax (State Shared)	3,235,566	3,183,950	3,140,000	3,140,000	3,140,000	3,140,000
Amusement Tax	9,020	9,000	10,000	10,000	10,000	10,000
Home Rule Sales Tax	1,786,154	2,510,328	2,267,000	2,654,000	2,681,000	2,708,000
Real Estate Transfer Tax	330,533	325,000	200,000	175,000	250,000	350,000
Natural Gas Use Tax	562,474	590,000	505,000	525,000	535,000	550,000
Telecommunications Tax	1,771,703	1,770,342	1,640,000	1,558,000	1,558,000	1,558,000
Auto Rental Tax	13,512	13,354	13,800	14,000	14,000	14,000
Local Use Tax	478,246	468,423	490,000	485,000	495,000	505,000
Hotel Tax Receipts	230,191	214,766	230,000	230,000	240,000	250,000
Licenses and Permits						
Business/Scavenger Lic.	29,970	25,500	27,500	27,500	27,500	27,500
Dog License	1,980	1,900	1,900	1,900	1,900	1,900
Vehicle License	448,659	450,000	450,000	450,000	450,000	450,000
Liquor License	108,425	62,100	105,000	105,000	105,000	105,000
Vending Machine License	8,400	8,000	9,000	9,000	9,000	9,000
Game Room Fees	900	900	1,900	1,900	1,900	1,900
Building Permits	324,360	321,250	425,000	430,000	450,000	380,000
Review Fees - Bldg. Permits	63,163	82,000	60,000	60,000	60,000	60,000
Tobacco License	4,000	4,000	4,000	4,000	4,000	4,000
Charges for Services						
Re-inspection Fees	680	1,000	2,000	2,500	2,500	2,500
Legal & Planning Fees	45,264	50,000	75,000	50,000	50,000	50,000
Liquor Investigation Fees	5,100	4,000	800	4,000	4,000	4,000
Cable Franchise Fees	570,959	433,500	501,000	460,000	470,000	480,000
Service Fee - Developers	0	820	12,000	5,000	5,000	5,000
Sale of Trees	7,216	0	0	0	0	0
Host Benefit & Recyc.Fee	31,902	13,558	13,500	0	0	0
Public Hearing Fees	13,000	13,000	15,000	15,000	15,000	15,000
Passport Fees	9,170	9,000	12,000	10,000	10,000	10,000
Reim. Fee Based/DuMeg	217,167	203,895	170,000	100,000	100,000	100,000
Engr. Review Fees-SMA	34,311	51,000	45,000	51,000	51,000	51,000
Reimb. - Police Schools	8,872	7,300	2,500	2,500	2,500	2,500
Reimb. - School Dist/Park	295,220	280,111	290,000	300,000	305,000	310,000
Municipal Service Charge	124,807	106,260	106,000	158,200	130,800	145,600
Maint.& Rpr.Reimb.	3,609	0	3,000	3,000	3,000	3,000
Gas Sales Reimb.	50,601	67,194	50,000	50,000	50,000	50,000
Police Reports	3,192	4,000	3,000	3,000	3,000	3,000

Village of Carol Stream

Comparison of Revenues

Description	Actual FY 09-10	Revised Budget FY 10-11	Estimated Revenues FY 10-11	Proposed Budget FY 11-12	Projected FY 12-13	Projected FY 13-14
Fines and Forfeits						
Circuit Court - Fines	558,691	550,000	450,000	450,000	475,000	500,000
Court DUI Fines	271,833	885,000	260,000	280,000	300,000	300,000
Court Fines - Vehicles	71,600	75,000	56,000	60,000	60,000	60,000
DUI Tech	23,870	80,000	24,000	25,500	27,000	27,000
False Alarms	12,950	13,500	11,500	12,500	12,500	12,500
Ordinance Forfeits	127,612	110,000	80,000	80,000	80,000	80,000
Vehicle Forfeiture	51,866	55,000	58,000	60,000	60,000	60,000
ATLE Fines	249,433	264,000	425,000	400,000	400,000	400,000
Towing Fees	0	350,000	415,000	400,000	400,000	400,000
Interest Income						
Interest Income - Operating	135,542	64,500	40,000	40,000	80,000	160,000
Other Operating						
Miscellaneous Revenue	309,623	105,350	187,000	121,000	101,000	101,000
Total Operating Revenue	19,461,900	20,542,068	19,940,400	20,009,500	20,273,600	20,558,500
Non-Operating Revenue						
Miscellaneous Revenue	384,291	0	0	0	0	0
Intergovernmental Grants	189,037	226,662	225,000	75,000	75,000	75,000
Total Non-Operating Revenue	573,328	226,662	225,000	75,000	75,000	75,000
Other Funding Sources						
Reapprpr. of Fund Balance	0	513,241	0	0	0	0
Total Other Funding Sources	0	513,241	0	0	0	0
Total General Corp. Fund	20,035,228	21,281,971	20,165,400	20,084,500	20,348,600	20,633,500

Water & Sewer Fund

Operating Revenue

Water Billing	3,935,181	4,640,480	4,200,000	4,331,000	4,262,000	4,220,000
Water Penalties	45,122	60,326	49,000	48,000	48,000	48,000
Sewer Billing	2,363,814	2,632,157	2,350,000	2,307,000	2,261,000	2,238,000
Sewer Penalties	31,926	34,218	35,000	32,000	32,000	32,000
Meter Sales	6,288	275	12,000	12,900	11,800	800
Miscellaneous Revenue	15,233	11,500	4,000	4,000	4,000	4,000
Shut-off Notices/Admin. Fee	59,395	50,000	57,000	55,000	55,000	55,000
Wheaton Sanitary Serv. Chg.	6,619	6,500	6,300	6,500	6,500	6,500
Interest Income-operating	0	8,375	0	0	0	0
Total Operating Revenue	6,463,578	7,443,831	6,713,300	6,796,400	6,680,300	6,604,300

Non-Operating Revenue

Rental Income	153,512	150,949	158,000	163,000	168,000	173,000
Connection Fees - Water	4,245	250	8,000	11,800	10,800	800
Connection Fees - Sewer	9,198	525	6,000	9,400	8,600	600
Expansion Fee	82,234	2,595	65,000	122,000	112,000	7,800
Repayment from General Fund	0	0	25,668	25,719	25,371	25,022
DPC Water Main Reimb	0	0	12,751	12,751	12,751	60,814
Interest Income	126,297	175,000	42,000	50,000	75,000	100,000
Developer Contribution	97,046	0	0	0	0	0
Total Non-Operating Revenue	472,532	329,319	317,419	394,670	412,522	368,036

Village of Carol Stream

Comparison of Revenues

Description	Actual FY 09-10	Revised Budget FY 10-11	Estimated Revenues FY 10-11	Proposed Budget FY 11-12	Projected FY 12-13	Projected FY 13-14
Other Funding Sources						
Intergovernmental Grants	2,937	152,200	0	0	0	0
Reappropri. of Fund Balance	0	2,973,400	0	5,003,000	1,320,000	1,897,000
Installment Loan Proceeds	0	0	0	0	0	0
Total Other Funding Sources	2,937	3,125,600	0	5,003,000	1,320,000	1,897,000
Total Water & Sewer Fund	6,939,047	10,898,750	7,030,719	12,194,070	8,412,822	8,869,336
Motor Fuel Tax Fund						
Intergovernment Allotments	1,056,387	1,046,835	1,269,000	1,048,000	1,059,000	1,070,000
Interest Income	9,944	18,000	6,000	10,000	26,000	21,000
Subtotal	1,066,331	1,064,835	1,275,000	1,058,000	1,085,000	1,091,000
Reappropri. of Fund Balance	0	931,567	626,300	0	1,548,080	0
Total Motor Fuel Tax Fund	1,066,331	1,996,402	1,901,300	1,058,000	2,633,080	1,091,000
Police Pension Fund						
Employer Contribution	955,957	1,256,813	1,256,813	1,434,572	1,434,572	1,506,301
Employee Contribution	513,314	527,823	545,000	518,305	524,629	527,587
Miscellaneous Revenue	22	0	95,000	0	0	0
Interest Income	2,322,706	1,747,215	1,847,600	1,202,500	1,202,500	1,202,500
Total Police Pension Fund	3,791,999	3,531,851	3,744,413	3,155,377	3,161,701	3,236,388
Carol Stream Public Library *						
Revenue	3,599,583	3,675,967	3,547,562	3,723,426	0	0
Total Public Library	3,599,583	3,675,967	3,547,562	3,723,426	0	0
TIF Debt Service Fund						
Geneva Crossing						
Incremental Taxes	400,376	365,598	353,503	300,000	261,000	242,000
Interest Income	720	1,500	500	500	500	500
Subtotal	401,096	367,098	354,003	300,500	261,500	242,500
Transfer from General Fund	103,632	173,719	160,000	130,000	135,000	140,000
Total TIF Debt Service Fund- Geneva Crossing	504,728	540,817	514,003	430,500	396,500	382,500
Capital Projects Fund						
Grants/Contributions	61,098	2,022,000	55,000	1,745,000	1,401,000	1,248,000
Interest Income	291,547	245,000	200,000	87,000	149,000	295,000
Subtotal	352,645	2,267,000	255,000	1,832,000	1,550,000	1,543,000
Transfer from General Fund	0	0	0	0	0	0
Reappropri. of Fund Balance	0	1,037,000	0	2,506,000	199,000	2,146,000
Total Capital Proj. Fund	352,645	3,304,000	255,000	4,338,000	1,749,000	3,689,000
Total Revenues - All Funds	\$ 36,289,561	\$ 45,229,758	\$ 37,158,397	\$ 44,983,873	\$ 36,701,703	\$ 37,901,724

* The Library does not prepare a 3-year plan.

Village of Carol Stream

Comparison of Expenditures/Expenses

Description	Actual FY 09-10	Revised Budget FY 10-11	Estimated Expenditures/ Expenses FY 10-11	Proposed Budget FY 11-12	Projected FY 12-13	Projected FY 13-14
General Corporate Fund						
Legislative, Boards, Administration						
Fire & Police Commission	\$ 7,016	\$ 28,993	\$ 19,073	\$ 18,198	\$ 2,448	\$ 16,948
Legislative Board	120,170	108,196	100,451	108,706	104,740	111,121
Planning Commission & Zoning Board of Appeals	5,575	9,011	4,373	6,958	6,984	7,005
Legal Services	291,354	368,000	213,572	335,000	342,500	360,000
Administration	485,395	499,923	495,611	508,850	519,368	531,141
Subtotal	909,510	1,014,123	833,080	977,712	976,040	1,026,215
Support Services						
Village Clerk	73,552	71,330	51,905	75,440	75,846	76,206
Employee Relations	227,532	215,147	233,710	229,612	233,983	239,188
Financial Management	861,607	815,602	782,684	782,542	812,230	824,644
Management Services	1,086,965	882,134	823,461	771,830	811,766	779,004
Subtotal	2,249,656	1,984,213	1,891,760	1,859,424	1,933,825	1,919,042
Engineering Services						
Engineering Services	849,640	783,822	764,850	807,009	819,104	841,559
Community Development						
Community Development	730,880	764,527	727,746	756,865	765,284	777,808
Public Safety						
Emergency Services	20,969	0	0	0	0	0
Police	12,083,983	13,353,211	12,118,269	12,345,790	12,624,188	12,933,460
Subtotal	12,104,952	13,353,211	12,118,269	12,345,790	12,624,188	12,933,460
Public Works						
Streets	3,170,761	2,688,312	2,786,170	2,882,701	3,004,497	3,724,912
Municipal Building	345,985	358,963	319,515	345,689	356,143	364,876
Municipal Garage	47,481	0	0	0	0	0
Transfers and Agreements	169,913	240,219	227,500	200,000	205,000	200,000
Town Center	292,360	94,581	43,348	44,500	44,950	46,723
Subtotal	4,026,500	3,382,075	3,376,533	3,472,890	3,610,590	4,336,511
Total General Corporate Fund	20,871,138	21,281,971	19,712,238	20,219,690	20,729,031	21,834,595

Village of Carol Stream

Comparison of Expenditures/Expenses

Description	Actual FY 09-10	Revised Budget FY 10-11	Estimated Expenditures/ Expenses FY 10-11	Proposed Budget FY 11-12	Projected FY 12-13	Projected FY 13-14
Water and Sewer Fund						
Wastewater Collection & Treatment Center	2,530,996	3,106,559	3,120,718	5,539,245	4,389,802	4,921,939
Water Division	3,705,491	7,090,990	4,122,211	6,648,756	4,386,486	4,413,466
Total Water and Sewer Fund	6,236,487	10,197,549	7,242,929	12,188,001	8,776,288	9,335,405
Motor Fuel Tax Fund	570,309	1,996,402	1,901,300	512,500	2,687,080	546,682
Police Pension Fund	1,265,565	1,588,933	1,422,736	1,762,130	1,882,890	2,077,700
Carol Stream Public Library *	4,309,905	3,675,967	3,543,166	3,723,426	0	0
TIF Debt Service Fund - Geneva Crossing	373,373	369,660	369,660	370,735	371,110	370,760
Capital Projects Fund	3,238,267	3,304,000	300,000	4,338,000	1,749,000	3,689,000
Total Expenditures/Expenses - All Funds	\$ 36,865,044	\$ 42,414,482	\$ 34,492,028	\$ 43,114,482	\$ 36,195,399	\$ 37,854,142

* The Library does not prepare a 3-year plan.


Village of Carol Stream

H-2 4-4-11

Interdepartmental Memorandum

DATE: March 29, 2011

TO: Joe Breinig, Village Manager

FROM: Jon Batek, Finance Director 

SUBJECT: Water and Sewer Rate Increase – May 1, 2011

Attached is an Ordinance which will increase the water rate by \$0.21 per 1,000 gallons billed. There is no proposed increase in the sewer rate at this time. Current and proposed in-town rates are summarized in the table below:

<u>Rate per 1,000 Gallons</u>	<u>Current Rate eff. 5/1/2010</u>	<u>Proposed Rate eff. 5/1/2011</u>	<u>Change</u>
Water Rate	\$3.88	\$4.09	+\$0.21
Sewer Rate	<u>2.62</u>	<u>2.62</u>	-0-
Combined Rate	<u>\$6.50</u>	<u>\$6.71</u>	<u>+\$0.21</u>

As you recall from our budget workshop discussion on March 21st, this is a direct pass-through of the proposed DuPage Water Commission rate increase of \$0.21 to be effective May 1, 2011.

I am recommending consideration of this item for the April 4, 2011 Village Board meeting in order to maximize the opportunity to provide as much advance notice to our customers as possible. Further, I have added a provision to the Ordinance which conditions this rate increase upon final action of the Water Commission on the rate increase to its members.

The projected financial impact of this increase on a family using 7,000 gallons of water per month is \$1.47.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTION 13-3-13 OF THE VILLAGE CODE
PERTAINING TO WATER AND SEWER RATES**

WHEREAS, the Village of Carol Stream owns and operates a combined water and sewer system that serves all residents and businesses in the Village of Carol Stream and some of the adjacent unincorporated areas; and

WHEREAS, all of the funds required for the operation, maintenance and improvement of the system come from the users of the system, essentially through a system of user rates and charges; and

WHEREAS, the Village of Carol Stream purchases its allocation of Lake Michigan water through its participation and membership in the DuPage Water Commission; and

WHEREAS, beginning May 1, 2011, Carol Stream's cost of purchasing Lake Michigan water through the DuPage Water Commission will increase by \$0.21 per 1,000 gallons of water purchased; and

WHEREAS, there is insufficient revenue from the current water charges paid by the customers of the system to cover the additional cost of purchasing Lake Michigan water; and

WHEREAS, an increase in the water rate of \$0.21 per 1,000 gallons billed to Carol Stream water customers is necessary to offset the Village's additional cost of purchasing water,

NOW, THEREFORE BE IT ORDAINED 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 Section 13-3-13 of the Village Code of Ordinances, Subsections (B), (C) and (D) of the Village of Carol Stream pertaining to Water and Sewer Rates is and the same is hereby amended to read as follows:

§13-3-13 RATES

- (B) For each residential single-family, commercial or industrial user of the combined waterworks and sewerage system within the corporate limits, the charge for water and sewer service shall be as follows:

The charge shall be \$6.71 per each 1,000 gallons or a fraction thereof.

- (C) For each residential single-family and multi-family, commercial, or industrial user of water service only, within the corporate limits, the charge for water service only shall be as follows:

For each 1,000 gallons, the charge shall be \$4.09 per each 1,000 gallons or fraction thereof.

- (D) For each residential single-family and multi-family, commercial or industrial user of the sewer service only, within the corporate limit, the charge for sewer service only shall be as follows:

For each 1,000 gallons, the charge shall be \$2.62 for each 1,000 gallons or fraction thereof.

SECTION 2: All other sections of the code not herein modified or changed shall remain in full force and effect.

SECTION 3: This amendment to Section 13-3-13 of the Village Code shall be contingent upon the final action of the DuPage Water Commission proposed rate increase of \$0.21 per 1,000 gallons purchased to be effective May 1, 2011.

SECTION 4: After its passage, approval and publication in pamphlet form as provided by law, this Ordinance shall be in full force and effect for usage beginning May 1, 2010.

PASSED AND APPROVED THIS 4TH DAY OF APRIL 2011.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

RESOLUTION NO. _____

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

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

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

WHEREAS, it has been determined by the Mayor and Board of Trustees of the Village of Carol Stream to 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 on eBay, per the attached memorandum dated March 23, 2011.

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 April 4, 2011.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

Village of Carol Stream

Interdepartmental Memo

TO: Joe Breinig, Village Manager

**REVIEWED AND
APPROVED BY:** Kevin Orr, Chief of Police

FROM: Deputy Chief Jerry O'Brien 

DATE: March 23, 2011

RE: Surplus police vehicles

Request to declare two police department fleet vehicles as surplus and have them sold at auction through EBay.

The following vehicles have been assigned to the police department patrol division. It has been determined that these vehicles have reached their useful life.

#660 2006 Ford Crown Victoria
VIN# 2FAFP71W56X166175
Mileage 83,704

#663 2006 Ford Crown Victoria
VIN# 2FAFP71W47X102131
Mileage 91,535

I propose that the Village Board declare these vehicles as surplus and allow them to be sold through auction on EBay.

Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: William N. Cleveland, Assistant Village Engineer *WC*
DATE: March 31, 2011
RE: CDBG Support Resolution

Engineering staff is in the process of applying for funding through the Community Development Block Grant (CDBG) Disaster Recovery "Ike" Program to buyout a fourth home located in the floodplain. These funds were appropriated by the federal Consolidated Security Disaster Assistance and Continuing Appropriations Act of 2009 for areas affected in 2008 by flooding and other disasters. HUD allocated over \$169 million to the State of Illinois, Department of Commerce and Economic Opportunity (DCEO).

As part of the application, the DCEO requires the community to pass a "Resolution Supporting the Application of a Community Development Block Grant Disaster Recovery Program Grant". The resolution basically states that the Village will follow the terms and conditions of the State of Illinois, execute documents for application, and provide additional information to obtain the grant.

Staff therefore recommends that the resolution supporting the application of a CDBG Disaster Recover Program Grant be approved.

Cc: James T. Knudsen, Director of Engineering Services
Jon Batek, Finance Director

RESOLUTION NO. _____

**A RESOLUTION SUPPORTING THE APPLICATION OF
A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
DISASTER RECOVERY PROGRAM GRANT**

WHEREAS, the Village of Carol Stream is applying to the State of Illinois for a CDBG Disaster Recovery Program Grant; and

WHEREAS, it is necessary that an application be made and agreements entered into with the State of Illinois;

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

SECTION 1: That the Village of Carol Stream applies for a grant under the terms and conditions of the State of Illinois and shall enter into and agree to the understandings and assurances contained in said application.

SECTION 2: That the Mayor and Village Clerk on behalf of the Village execute such documents and all other documents necessary for the carrying out of said application.

SECTION 3: That the Mayor and Village Clerk are authorized to provide such additional information as may be required to accomplish the obtaining of such grant.

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

PASSED AND APPROVED THIS 4TH DAY OF APRIL 2011.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL
AGREEMENT BY AND BETWEEN
THE VILLAGE OF CAROL STREAM AND DUPAGE COUNTY
(MOWING OF CERTAIN RIGHT-OF-WAYS)**

WHEREAS, the Mayor and Board of Trustees of the Village of Carol Stream have determined that it is in the best interest of the Village to enter into an Agreement with in the form of an Agreement attached hereto as Exhibit "A", and by this reference incorporated herein.

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

SECTION 1: That the Mayor and Village Clerk of the Village of Carol Stream be and the same are hereby authorized to execute the agreement, in the appropriate form, attached hereto as Exhibit "A" and as approved by the Village Attorney.

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

PASSED AND APPROVED THIS 4TH DAY OF APRIL 2011.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

Village of Carol Stream

INTER-DEPARTMENTAL MEMO

TO: Mayor & Trustees

FROM: Robert Mellor, Assistant Village Manager *Rm*

DATE: April 1, 2011

RE: Intergovernmental Agreement – DuPage County Mowing Contract

Attached is the annual Intergovernmental Agreement between DuPage County and the Village of Carol Stream, which allows the Village to provide for a higher level of maintenance of DuPage County right of ways in Carol Stream. In particular, the Village is reimbursed up to \$14,210 per year to mow approximately 20 acres of right of way, 7 times along the Carol Stream portions of Army Trail Road, Gary Avenue, Schmale Road and County Farm Road. This agreement has been renewed annually since 2001. Staff recommends that the Village Board approve this intergovernmental agreement with DuPage County to mow the State and County right of ways in Carol Stream.

Joseph E. Breinig, Village Manager
Phil Modaff, Director of Public Works



DuPage County
DANIEL J. CRONIN
COUNTY BOARD CHAIRMAN

DIVISION OF TRANSPORTATION

(630) 407-6900

FACSIMILE (630) 407-6901

February 15, 2011

Mr. Joseph E. Breinig
Village Manager
Village of Carol Stream
500 Gary Avenue
Carol Stream, IL 60188

FEB 17 2011

Re: Intergovernmental Agreement for Mowing
Along County Road and Rights of Way

Dear Mr. ^{Joe} Breinig:

Enclosed are two duplicate original Intergovernmental Agreements between the County of DuPage and the Village of Carol Stream for mowing along County Road and rights of way for the next three mowing seasons. Please review paragraph 7 (insurance requirements/notification of contractor or by own forces) as this section has been updated from the previous mowing agreement. If this agreement is acceptable, please have both originals signed and returned to Agnes Dolan at the address listed below together with the insurance/endorsements as required in paragraph 7 of the General Conditions of the Agreement. A fully executed original will be returned to you after approval by the County Board.

Thank you for your cooperation and support of this intergovernmental effort. If there are any questions or you need any additional information in your review of this agreement, please feel free to contact me at 407-6900.

Very truly yours,

A handwritten signature in cursive script that reads "John P. Kos".

John P. Kos, P.E.
Director of Transportation and Operations

Enc./gdg-ad

Cc: J. Kawka/DOT
A. Dolan/DOT

INTERGOVERNMENTAL AGREEMENT
 BETWEEN THE COUNTY OF DU PAGE AND THE VILLAGE OF CAROL STREAM
 FOR MOWING ALONG COUNTY ROADS AND RIGHTS OF WAY

This intergovernmental agreement (hereinafter referred to as "Agreement"), entered into as hereinafter set forth, by and between the County of DuPage, a body corporate and politic of the State of Illinois (hereinafter referred to as the "COUNTY") and the Village of Carol Stream (hereinafter referred to as the "VILLAGE"), a municipal corporation. The COUNTY and the VILLAGE are hereinafter individually referred to as a "party" or together as the "parties."

WITNESSETH

WHEREAS, the COUNTY and the VILLAGE are authorized by the 1970 Illinois Constitution, Article VII, Para. 10 and the Intergovernmental Cooperation Act 5 ILCS 220/1 et seq., to contract with each other; and

WHEREAS, the VILLAGE agrees to mow grass, weeds and other vegetation along certain roads and rights of way which are within the maintenance jurisdiction of the COUNTY and within the corporate limits of the VILLAGE as follows (hereinafter referred to as "COUNTY MOWING"):

COUNTY MOWING

<u>Route Number</u>	<u>Highway Name</u>	<u>Location</u>
11	Army Trail Road	Fair Oaks Rd. to County Farm Rd., South Side Only.
23	Gary Avenue	Geneva Rd. to the Chicago Central & Pacific RR
36	Schmale Road	Geneva Rd. to IL 64
36	Schmale Road	IL 64 to Chicago Central & Pacific RR, West Side Only
43	County Farm Road	Vale Rd. to Army Trail Rd.

; and

WHEREAS, the COUNTY and the VILLAGE have determined that it is in the best interest of the citizens of DuPage County and the residents of Carol Stream for the VILLAGE to provide mowing along the above listed County Highways subject to the following GENERAL CONDITIONS AND SPECIFICATIONS:

GENERAL CONDITIONS

1. The VILLAGE shall visit the site of the proposed work, and shall investigate, examine and familiarize itself with the premises and conditions relating to the work to be done in order that it may understand the difficulties and restrictions required to complete the work to be done under this Agreement.
2. The VILLAGE shall furnish all labor, materials, equipment and transportation necessary to complete five (5) cycles and two (2) intermediate mowing(s) as necessary of COUNTY MOWING per year for three (3) years under the terms and conditions herein set forth. All materials and equipment shall be in strict compliance with the specifications hereinafter set forth; however, if no specifications are set forth for particular materials or equipment such material or equipment shall be of such specifications as are reasonably necessary and appropriate to carry out the terms and conditions of this Agreement. All labor and transportation shall be performed in accordance with the highest professional and technical standards in the field.
3. At the sole option of the COUNTY, the VILLAGE shall furnish all labor, materials, equipment and transportation necessary to complete an additional cycle of COUNTY MOWING, or of any portion or portions of said COUNTY MOWING, under the terms and conditions herein set forth. The COUNTY shall give written notice to the VILLAGE of the portion or portions of roads and rights of way to be mowed during the additional mowing cycle not less than seven (7) days prior to the required starting date.
4. The safety of persons and property of the VILLAGE, the COUNTY, and the general public is of primary concern, and shall take priority over all other terms and conditions of this Agreement.
5. All equipment and materials furnished by the VILLAGE shall meet or exceed all safety standards for mowing prescribed by O.S.H.A. The VILLAGE agrees, covenants, and understands that the VILLAGE bears sole liability for any injury or damage caused by the VILLAGE under this Agreement and that the COUNTY shall not accept any liability whatsoever from the VILLAGE except where any injury or damage is caused by the COUNTY.
6. The VILLAGE shall, at all times, fully indemnify, hold harmless and defend the COUNTY, County Officers, agents, employees and board members from any and all claims and demands, actions and causes of action of any character whatsoever, made by any person or party on account of negligent or malicious acts of the VILLAGE, their contractors or persons otherwise associated with the VILLAGE growing out of the performance of the terms and conditions of this Agreement.

7. At all times during the period of this Agreement, the VILLAGE and, if applicable, their contractor shall maintain the following insurance coverage(s), or be self-insured to cover the following:
- (a) Worker's Compensation Insurance in the statutory amounts.
 - (b) Employer's Liability Insurance in an amount not less than five hundred thousand (\$500,000.00) dollars each accident/injury and five hundred thousand (\$500,000.00) each employee/disease.
 - (c) Commercial General Liability Insurance with a limit of not less than three million dollars (\$3,000,000) total; including limits of not less than one million (\$1,000,000) dollars per occurrence and two million (\$2,000,000) dollars excess liability in the annual aggregate injury/property damage.
 - (d) Commercial Automobile Liability Insurance with minimum limits of at least one million (\$1,000,000) dollars Combined Single Limit (Each Accident).
 - (e) The coverage limits required under subparagraphs (c) and (d) above may be satisfied through a combination of primary and excess coverage. The VILLAGE shall not allow any contractor to commence work until all the insurance coverage(s) required under this insurance section have been obtained. Satisfactory evidence of contractor's insurance including endorsements shall be provided by the VILLAGE to the COUNTY immediately upon request. Additionally, the VILLAGE shall include in all of its contracts a statement expressly declaring the COUNTY to be a third-party beneficiary of the insurance requirements provided for in this insurance section.
 - (f) It shall be the duty of the VILLAGE to provide to the COUNTY, copies of the VILLAGE's Certificates of Insurance, as well as all applicable coverage(s) and endorsements, before the work that is a part of this Agreement can proceed.
 - (g) The insurance required to be purchased and maintained by the VILLAGE and if applicable, their contractor, shall be provided by an insurance company acceptable to the COUNTY, and licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or

required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY.

- (h) It is the duty of the VILLAGE to immediately notify the COUNTY if any insurance required under this Agreement has been cancelled, materially changed, or renewal has been refused, and the VILLAGE shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the COUNTY of the required insurance coverage, the COUNTY shall notify the VILLAGE that the VILLAGE can proceed with the work that is a part of this Agreement. Failure to provide and maintain the required insurance coverage could result in the immediate cancellation of this Agreement, and the VILLAGE shall accept and bear all costs that may result from the cancellation of this Agreement due to the VILLAGE's or if applicable, their contractor's failure to provide and maintain the required insurance.
- (i) The VILLAGE's and if applicable, their contractor's insurance as required by paragraphs (c) and (d) above shall name the COUNTY, its officers, and employees as additional insured parties. The Certificate of Insurance/endorsements shall state: "The County of DuPage, its officers, and employees are named as additional insured(s) as defined in the Commercial General Liability Insurance and Commercial Automobile Liability Insurance policies with respect to claims arising from the VILLAGE's performance under this Agreement."
- (j) If the VILLAGE will be using their own forces for the work covered in this Agreement, the VILLAGE shall inform the COUNTY in writing following execution of this Agreement. If, however, the VILLAGE will be hiring a contractor for the work covered in this Agreement, the VILLAGE shall inform the COUNTY in writing following execution of this Agreement and shall provide a copy of said contract to the COUNTY upon request.

8. The terms and conditions of this Agreement may be amended or supplemented by written statement of the parties to make such amendment or supplement. The parties agree that no oral change orders will be allowed and that no claim based upon any purported oral change order shall be made.
9. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
10. All State and Federal Laws insofar as applicable to COUNTY contracts shall be hereby specifically made a part of this Agreement as set forth herein.
11. This Agreement shall be governed by the laws of the State of Illinois. The forum for resolving any disputes concerning the parties' respective performance, or failure to perform, under this Agreement, shall be the judicial circuit court for DuPage County.
12. In the event, any provisions of this Agreement is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the Agreement. The remainder of this Agreement shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.
13. This Agreement may be terminated at any time by submission to the other party of written thirty (30) days advance notice served by certified or registered mail, return receipt requested, properly addressed with postage prepaid and said notice shall be effective upon receipt as verified by the United States Postal Service, to the following addresses:

FOR THE VILLAGE:

Joseph E. Breinig
 Village Manager
 Village of Carol Stream
 500 Gary Avenue
 Carol Stream, Illinois 60188

FOR THE COUNTY:

County Engineer
 DuPage County
 Division of Transportation
 421 N. County Farm Road
 Wheaton, Illinois 60187

14. This Agreement shall remain in full force and effect after execution by the parties as set forth below until November 15, 2013, unless terminated by thirty (30) days written notice to the other party as referenced above.

SPECIFICATIONS

1. All grassy areas heretofore set out in COUNTY MOWING shall be mowed from the edge of shoulder or back of curb to the right of way line. Median and island areas are also included as part of this Agreement and shall be mowed back to back of curb.
2. Grass shall be mowed to the height of three (3) inches.
3. All mowing shall be performed in a manner to produce a finished appearance which is acceptable to the COUNTY. Such acceptability shall be based upon the reasonable application of professional standards in the mowing industry. The opinion of the DuPage County Division of Transportation Highway Operations Manager shall constitute prima facie evidence of a reasonable application of such professional standards.
4. Hand-cutting or cutting along fences and guardrails is included as part of the Agreement.
5. Hand-cutting around landscaping and other obstructions within the right of way shall be part of this contract. Grass cuttings shall not be allowed on roadways or curbs. Large grass clumps shall not remain on cut areas. Such cuttings or clumps shall be removed or blown clean.
6. Pick up of typical roadway trash (bottles, cans, paper, plastic bags, and miscellaneous small debris) will be the responsibility of the VILLAGE and shall be included in the cost of mowing. Any areas where materials are encountered that would not be classified as "typical roadway trash" should be referred to the DuPage County Highway Operations Manager for removal.
7. Damage caused by the VILLAGE to turf areas shall be repaired to the satisfaction of the DuPage County Highway Operations Manager prior to payment for the cycle in which damage occurred.
8. The VILLAGE shall protect all work sites with proper traffic control as specified in the current "Manual of Uniform Traffic Control Devices" and applicable standards as included in these special provisions, and appropriate at any particular site. The safety of employees and the public shall be of primary concern.
9. Roadways shall be kept open to traffic in both directions at all times. The loading and unloading of materials and/or equipment shall be done in a protected area completely off the traveled roadway. If it is necessary for a slow moving piece of equipment to travel for a short distance along the roadway, this piece of equipment shall be accompanied by a properly equipped escort vehicle during the entire time that it occupies any portion of the traveled roadway. The escort vehicle shall be equipped with an amber-colored, rotating-type warning light mounted on or above the cab of the escort vehicle. The escort

vehicle shall also be equipped with two (2) amber colored flashing lights mounted to the rear of the escort vehicle at a minimum height of six (6) feet.

10. No equipment or material shall be stored on the pavement or shoulders at any time.
11. The starting date for each year's mowing cycle shall be no later than the following:
 - First Mowing - May 1
 - Second Mowing - June 1
 - Third Mowing - July 1
 - Fourth Mowing - August 1
 - Fifth Mowing - September 15Two (2) intermediate mowings are to be completed as weather and grass conditions warrant.
12. The COUNTY shall pay the VILLAGE \$2,030 within forty-five (45) days of receipt of invoice after the completion of each mowing cycle of 20.30 acres.
13. The final invoice for all mowing shall be submitted no later than November 15th of each year for the term of this Agreement.
14. Additions or deductions to the mowing acres may be required during the mowing season and will be done at the sole discretion of the COUNTY. Additions or deductions will be made to the payment due for a mowing cycle at a unit price of One Hundred Dollars per acre (\$100.00 per acre). The DuPage County Division of Transportation will notify the VILLAGE in writing, of any additions or deductions made in the mowing cycle acres.

WHEREAS, this Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall be deemed one in the same instrument.

WHEREAS, this Agreement shall become effective on the day on which both parties hereto have executed this document.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officers and to be

attested to and their corporate seals to be hereunder affixed.

COUNTY OF DU PAGE

Signed this _____ day of _____, 2011 at Wheaton,
Illinois.

Daniel J. Cronin, Chairman
DuPage County Board

ATTEST:

Gary A. King, County Clerk

VILLAGE OF CAROL STREAM

Signed this _____ day of _____, 2011, at Carol Stream,
Illinois.

Frank Saverino, Mayor
Village of Carol Stream

ATTEST:

Beth Melody, Village Clerk
Village of Carol Stream

RESOLUTION NO. _____

A RESOLUTION ADOPTING THE 2011-12 EMPLOYEE COMPENSATION PLAN FOR THE VILLAGE OF CAROL STREAM

WHEREAS, as part of the budgeting process for the Village of Carol Stream, the Village Board of Trustees annually approves and adopts an employee pay plan schedule; and

WHEREAS, an employee pay plan schedule has been found to be in the best interests of the Village of Carol Stream; and

WHEREAS, the state of the economy has caused a shift in the practices of establishing pay ranges in the Village of Carol Stream, which have and will remain unchanged since May 1, 2009. (attached to this Resolution as Attachment "A").

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, DUPAGE PAGE COUNTY, ILLINOIS, in the exercise of its home rule powers, as follows:

SECTION 1: The Village of Carol Stream pay ranges effective May 1, 2009 and May 1, 2010, shall again be adopted by the Village of Carol Stream for all present Village employees including the Village Manager, executive and non-executive, who are not represented by a labor organization.

SECTION 2: All present Village employees who are not represented by a labor organization will receive a 0% wage adjustment to their current salary.

SECTION 3: All Village employees actively employed on 4/29/11 who are not represented by a labor organization will receive a 3% non-recurring lump-sum bonus.

SECTION 4: The Information Systems Coordinator classification will be re-titled to Information Systems Supervisor, with no salary range adjustment as part of the Compensation Plan.

SECTION 5: All ranges will be effective May 1, 2011 through April 30, 2012.

SECTION 6: This Resolution shall be in full force and effect from and after its passage and publication in pamphlet form as prescribed by law.

PASSED AND APPROVED THIS 4th DAY OF April 2011.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk


ATTACHMENT A


Village of Carol Stream 2011-2012 Pay Plan						GWA 0%			
Effective May 1 2011		Annual		Monthly		Bi-weekly		Hourly	
	POSITION TITLE	min	max	min	max	min	max	min	max
1	ACCOUNTANT	56,898.52	80,994.33	4,741.54	6749.53	2,188.40	3,115.17	27.36	38.94
2	ACCOUNTS CLERK/PW CLERK	38,477.62	54,772.41	3,206.47	4584.37	1,479.91	2,106.63	18.50	26.33
3	ADMINISTRATIVE SECRETARY	42,224.35	60,105.83	3,518.70	5008.82	1,624.01	2,311.76	20.30	28.90
4	ASSISTANT FINANCE DIRECTOR	72,958.64	103,855.71	6,079.89	8654.64	2,806.10	3,994.45	35.08	49.93
5	ASSISTANT VILLAGE MANAGER	88,248.79	125,621.06	7,354.07	10468.42	3,394.18	4,831.58	42.43	60.39
6	ASST TO VIL MGR	61,934.03	88,162.31	5,161.17	7346.86	2,382.08	3,390.86	29.78	42.39
7	ASST VILL ENGINEER / ASST CD DIR	70,510.49	100,370.80	5,875.87	8364.23	2,711.94	3,860.42	33.90	48.26
8	BUILDING MAINTENANCE EMPLOYEE	44,761.20	63,717.01	3,730.10	5309.75	1,721.58	2,450.65	21.52	30.63
9	BUILDING MAINTENANCE SUPERVISOR	59,407.56	84,565.93	4,950.63	7047.16	2,284.91	3,252.54	28.56	40.66
10	CODE PROFESSIONAL I	56,375.63	80,250.00	4,697.97	6,687.50	2,168.29	3,086.54	27.10	38.58
11	CODE PROFESSIONAL II	50,949.39	72,525.82	4,245.78	6043.82	1,959.59	2,789.45	24.49	34.87
12	COMMANDER	105,061.05	107,349.03	8,755.09	8945.75	4,040.81	4,128.81	50.51	51.61
13	COMMUNITY DEVELOPMENT DIR	89,404.95	127,266.84	7,450.41	10605.57	3,438.65	4,894.88	42.98	61.19
14	CST / INVESTIGATIVE AIDE	39,668.45	56,467.55	3,305.70	4705.63	1,525.71	2,171.83	19.07	27.15
15	DEPUTY POLICE CHIEF	83,932.68	119,477.13	6,994.39	9956.43	3,228.18	4,595.27	40.35	57.44
16	EMPLOYEE RELATIONS DIR.	82,160.62	116,954.62	6,846.72	9746.22	3,160.02	4,498.25	39.50	56.23
17	ENGINEERING INSPECTOR	53,687.28	76,423.18	4,473.94	6368.60	2,064.90	2,939.35	25.81	36.74
18	ENGINEERING SERVICES DIRECTOR	81,585.74	116,136.28	6,798.81	9678.02	3,137.91	4,466.78	39.22	55.83
19	EVIDENCE CUSTODIAN	42,749.47	60,853.33	3,562.46	5071.11	1,644.21	2,340.51	20.55	29.26
20	EXECUTIVE SECRETARY	47,230.80	67,232.46	3,935.90	5602.71	1,816.57	2,585.86	22.71	32.32
21	FINANCE DIRECTOR	93,393.16	132,944.00	7,782.76	11078.67	3,592.04	5,113.23	44.90	63.92
22	GARAGE SUPERVISOR	63,642.98	90,594.99	5,303.58	7549.58	2,447.81	3,484.42	30.60	43.56
23	INFORMATION SYSTEMS SUPERVISOR	66,918.09	95,257.06	5,576.51	7938.09	2,573.77	3,663.73	32.17	45.80
24	IT TECHNICIAN	49,837.40	70,942.92	4,153.12	5,911.91	1,916.82	2,728.57	23.96	34.11
25	PERMIT SYSTEMS COORDINATOR	42,224.35	60,105.83	3,518.70	5008.82	1,624.01	2,311.76	20.30	28.90
26	POLICE CHIEF	90,150.75	134,775.40	7,512.56	11231.28	3,467.34	5,183.67	43.34	64.80
27	PUBLIC WORKS DIRECTOR	92,610.34	131,829.67	7,717.53	10985.81	3,561.94	5,070.37	44.52	63.38
28	PW ASST. DIR	76,049.00	108,250.00	6,337.42	9020.83	2,924.96	4,163.46	36.56	52.04
29	RECORDS CLERK	35,981.38	51,219.05	2,998.45	4268.25	1,383.90	1,969.96	17.30	24.62
30	RECORDS SUPERVISOR	55,812.89	79,448.96	4,651.07	6620.75	2,146.65	3,055.73	26.83	38.20
31	SECRETARY	39,099.72	55,657.96	3,258.31	4638.16	1,503.84	2,140.69	18.80	26.76
32	SERGEANT	81,295.64	95,510.05	6,774.64	7959.17	3,126.76	3,673.46	39.08	45.92
33	SOCIAL SERVICES SUPERVISOR	60,130.78	85,595.42	5,010.90	7132.95	2,312.72	3,292.13	28.91	41.15
34	SOCIAL WORKER	52,746.28	75,083.67	4,395.52	6256.97	2,028.70	2,887.83	25.36	36.10
35	STREETS / UTILITY SUPERINTENDENT	71,629.17	101,963.23	5,969.10	8496.94	2,754.97	3,921.66	34.44	49.02
36	TRAINING CO/BUDGET ANALYST	47,736.14	67,951.81	3,978.01	5,662.65	1,836.01	2,613.53	22.95	32.67

Village of Carol Stream

Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

FROM: Donald T. Bastian, Assistant Community Development Director 

THROUGH: Robert J. Glees, Community Development Director 

DATE: March 30, 2011

RE: **Agenda Item for the Village Board Meeting of April 4, 2011:
Request for Approval of a Temporary Waiver to Allow Outdoor
Propane Tanks at Walgreens - 540 Schmale Road**

PURPOSE

The purpose of this memorandum is to coordinate a request for Village Board approval of a temporary waiver to the code of ordinances to allow for the outdoor display of merchandise at Walgreens Pharmacy, 540 Schmale Road.

DISCUSSION

The Walgreens Pharmacy at 540 Schmale Road has offered for sale 20 pound propane tanks (gas grill size) for the past five years. The propane tanks have been kept outdoors in a locked metal cage beneath the overhang on the south side of the building. As explained in the attached letter from Store Manager Eric Kolodzik, Walgreens has made a corporate-wide change in their propane gas tank supplier, and will now be using Blue Rhino as their propane supplier. Blue Rhino recently contacted the Village to inquire about the permitting and approval process for placing a propane tank cage outdoors on the Walgreens property. In review of the inquiry, staff determined that the zoning approvals needed to allow merchandise to be stored or displayed outdoors had never been granted to the Walgreens property. (§16-9-1(C) of the Zoning Code requires that all merchandise be kept inside a building in the Business zoning districts unless specifically permitted to be displayed or stored outdoors.)

As referenced in Mr. Kolodzik's letter, the previous propane supplier has removed their cage and tanks from the property, and so there is currently no propane available for sale at Walgreens. This is a concern for the store, as propane is a strong selling item for Walgreens, particularly in the fast-approaching spring season. Although a formal Zoning Code variation would need to be granted to allow propane tanks to permanently be stored and displayed outdoors on the property, Mr. Kolodzik is requesting that the Village Board grant temporary

approval to allow for the outdoor display and storage of propane tanks on the property until the formal zoning variation process can be completed. As in the past, the tanks would be stored on the sidewalk on the south side of the building in locked metal cages measuring 50 inches in height, 44 inches in width and 29 inches in depth. With these cage dimensions, at least four feet of sidewalk would be kept clear for pedestrians. The cages would hold a maximum of 36 tanks.

Attached for your review are the letter from Store Manager Eric Kolodzik, a photograph of the south building wall and the previous propane storage cage, a sketch site plan and an aerial photograph of the property.

RECOMMENDATION

If the Village Board would be inclined to support a Zoning Code variation to allow the proposed outdoor storage and display of propane tanks at Walgreens, they should grant a temporary waiver to the code of ordinances. This would allow Walgreens to have their new propane provider install a new storage cage immediately and would allow propane sales to resume. If the Village Board wishes to grant a temporary waiver to the code of ordinances, they should pass the following motion:

Motion to approve a temporary waiver to the code of ordinances to allow propane tanks to be stored and displayed outdoors on the Walgreens property at 540 Fullerton Avenue in a cage on the sidewalk beneath the building overhang, for a period not to exceed 120 days.

Mr. Kolodzik understands that he will need to file an application for a Zoning Code variation within 120 days if he should wish to seek permanent approval for the outdoor display and storage of propane tanks.

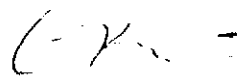
C: Eric Kolodzik, Walgreens Store Manager

DTB:db

Village of Carol Stream,

My name is Eric Kolodzik and I'm the store manager of the Carol Stream Walgreens on the corner of Schmale and Fullerton. I have been managing the store for 5 years now and we have been selling propane tanks out of a cage outside of our store. Walgreens as a company decided to make a change and have all of our locations serviced by Blue Rhino Propane Company. We had been using Amerigas Propane Company in the past. In the switching of companies, Blue Rhino contacted the village to make sure we had a permit to sell the propane outside of the store. In working with village staff, we didn't find any permit had been applied for in the past. We have begun the paperwork to apply for a variance, but my concern is that it takes 6 to 8 weeks to complete. Our store is currently out of propane and we are going into our busiest propane season with spring around the corner. The last couple of weeks, propane was our #3 item in terms of store sales. I'm afraid of the lost sales and potential loss of customers with us being out of it for so long. In talking with village staff, there is a temporary 120 day waiver that I would like to apply for until the variation process is complete.

Thank you for consideration,



Eric Kolodzik

RECEIVED

MAR 25 2011

OFFICE OF THE
MAYOR OF CAROL STREAM, ILL.



NO SMOKING PLEASE LEAVE YOUR EMPTY CYLINDER HERE **AmeriGas** CYLINDER EXCHANGE (888) 428-9779 **PROPANE**

AmeriGas
Cylinder Exchange

Chill & Grill!

HOW TO EXCHANGE YOUR PROPANE CYLINDER

1. BRING EMPTY CYLINDER TO US
2. WE CHECK IT IN FOR YOU
3. GET YOUR NEW PROPANE CYLINDER

Exchange Your Empty Buy a Space

\$ \$

FLAMMABLE EMERGENCIES: 1-888-428-9779
NO SMOKING PROPANE www.amerigas.com

AmeriGas
Cylinder Exchange

Chill & Grill!

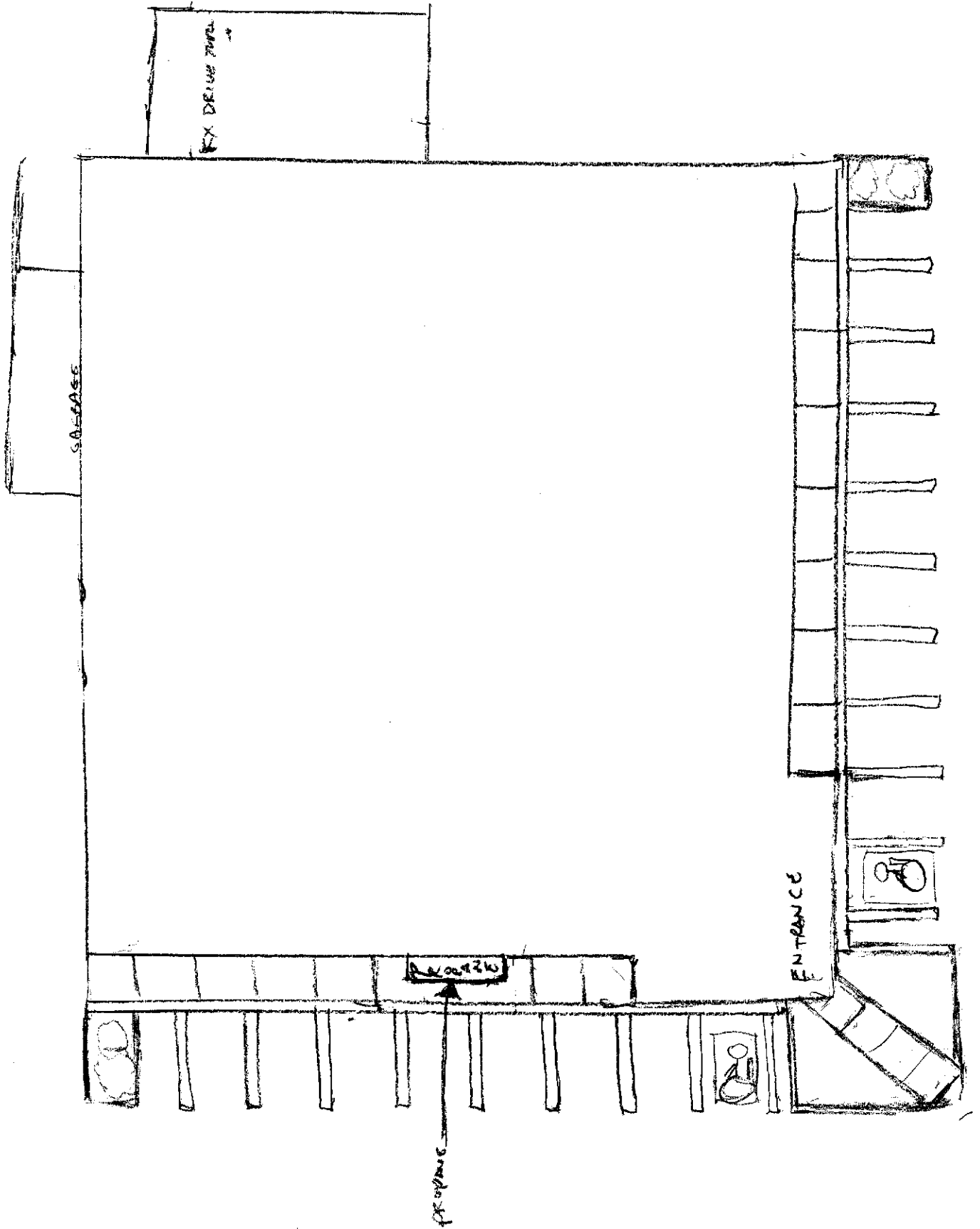
HOW TO EXCHANGE YOUR PROPANE CYLINDER

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Exchange Your Empty Buy a Space

\$ \$

FLAMMABLE EMERGENCIES: 1-888-428-9779
NO SMOKING PROPANE www.amerigas.com



PARKING LOT SCHMALE

FULLERTON

PARKING LOT



Proposed propane
tank cage location
(beneath overhang)

VILLAGE OF CAROL STREAM SCHEDULE OF BILLS

April 4, 2011

AGENDA ITEM
K-1 4-4-11

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
AVALON PETROLEUM COMPANY					
87 OCTANE GASOLINE	23,212.50	01696200 53356	GAS PURCHASED	543704	
	<u>23,212.50</u>				
B & F TECHNICAL CODE					
BUILDING PLAN REV-720 CENTER A	650.00	01643700 52253	CONSULTANT	32923	20110003
	<u>650.00</u>				
BAXTER & WOODMAN INC					
WRC ACTIVATION SLUDGE AERATIC	29,360.00	04101100 54412	OTHER EQUIPMENT	0155181	20110030
	<u>29,360.00</u>				
C S PUBLIC LIBRARY					
PPRT COLLECTION FOR PERIOD DE	22,107.79	01000000 41102	PERSONAL PROPERTY REPLAC	PPRT DEC 2010	
	<u>22,107.79</u>				
CALL ONE					
SERV FRM 02/15 THRU 03/14	347.18	04101500 52230	TELEPHONE	1010-6641 3/15/11	
SERV FRM 02/15 THRU 03/14	1,979.33	04201600 52230	TELEPHONE	1010-6641 3/15/11	
SERV FRM 02/15 THRU 03/14	2,639.82	01650100 52230	TELEPHONE	1010-6641 3/15/11	
	<u>4,966.33</u>				
COMED					
SERV FOR 02/24 -03/25	82.67	04101500 52248	ELECTRICITY	0291093117 MAR/11	
SERV FOR 02/25 - 03/26	21.44	01670600 52248	ELECTRICITY	5838596003 MAR/11	
SERV FRM 02/22 - 03/24	115.05	06320000 52248	ELECTRICITY	1353117013 MAR/11	
SERV FRM 01/24 THRU 02/22	81.78	06320000 52248	ELECTRICITY	5853045025 FEB/11	
SERV FRM 02/14 THRU 03/14	25.13	01670600 52248	ELECTRICITY	6827721000 FEB/11	
SERV FRM 02/22 THRU 03/24	107.67	06320000 52248	ELECTRICITY	6597112015 MAR/11	
SERV FRM 02/22 - 03/24	88.25	06320000 52248	ELECTRICITY	0030086009 MAR/11	
SERV FRM 02/22 - 03/24	95.77	06320000 52248	ELECTRICITY	3153036011 MAR/11	
SERV FRM 02/22 THRU 03/23	58.36	04201600 52248	ELECTRICITY	2514004009 MAR/11	
SERV FRM 02/22 THRU 03/23	144.79	01670600 52248	ELECTRICITY	6337409002 MAR/11	
SERV FRM 02/22 THRU 03/23	328.91	06320000 52248	ELECTRICITY	6213120002 MAR/11	
SERV FRM 02/22 THRU 03/23	671.26	04101500 52248	ELECTRICITY	2496057000 MAR/11	
SERV FRM 02/23 - 03/23	14.91	01670600 52248	ELECTRICITY	4483019016 MAR/11	
SERV FRM 02/23 - 03/24	14.91	01670600 52248	ELECTRICITY	1865134015 MAR/11	

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
SERV FRM 02/23 - 03/24	17.81	06320000 52248	ELECTRICITY	7219135017 MAR/11	
SERV FRM 02/23 THRU 03/24	30.96	01662300 52298	ATLE SERVICE FEE	4202129060 MAR/11	
SERV FRM 02/23- 03/24	14.91	01670600 52248	ELECTRICITY	0803155026 MAR/11	
SERV FRM 2/23 THRU 03/24	124.21	06320000 52248	ELECTRICITY	6675448009 MAR/11	
SERV FROM 02/22 - 03/23	917.60	04201600 52248	ELECTRICITY	0300009027 MAR/11	
SERV FROM 02/23 THRU 3/24	54.22	06320000 52248	ELECTRICITY	1043062112 MAR/11	
SRV FROM 02/23 TO 03/24	45.34	04101500 52248	ELECTRICITY	2073133107 MAR/11	
	3,055.95				
COUNTY COURT REPORTERS INC					
PLAN COMM MARCH 14TH	150.00	01530000 52241	COURT REPORTER FEES	103908	
	150.00				
CUSTOM SERVICE HEAT COOL INC					
BROKEN METER WELL #3	930.30	04201600 52244	MAINTENANCE & REPAIR	03/30/11	
	930.30				
DAVID G BAKER					
VLG BRD MTG TELECAST 03/21/11	105.00	01650100 52253	CONSULTANT	032111	
	105.00				
DUPAGE COUNTY					
DATA PROCESS POLICE DEPT FEBR	250.00	01662600 52247	DATA PROCESSING	8620	
	250.00				
EXELON ENERGY INC					
SERV FRM 02/14 - 03/14	406.76	04101500 52248	ELECTRICITY	100431100170	
	406.76				
FULTON TECHNOLOGIES					
WARNING SIREN AGRMT 4/1/11 TO 3	360.00	01 13010	PRE-PAID ITEMS	MON 141	
	360.00				
GAFFNEYS PROTECTIVE MAINTENANCE INC					
KNCK DWN ST LIGHT 1305 BIRCHBA	2,190.00	01670300 52271	STREET LIGHT MAINTENANCE	17238	
KNOCK DWN ST LIGHT 341 ST PAUL	1,725.00	01670300 52271	STREET LIGHT MAINTENANCE	17236	
KNOCK DWN ST LIGHTS BIRCHBARF	2,450.00	01670300 52271	STREET LIGHT MAINTENANCE	17237	
	6,365.00				
IMPACT NETWORKNG LLC					
SERV FRM 01/06/11 - 02/06/11	3.33	01580000 53314	OFFICE SUPPLIES	096095	
SERV FRM 01/06/11 - 02/06/11	3.92	01620100 53314	OFFICE SUPPLIES	096095	
SERV FRM 01/06/11 - 02/06/11	4.17	01590000 52226	OFFICE EQUIPMENT MAINTENAN	096095	
SERV FRM 01/06/11 - 02/06/11	5.16	01600000 53314	OFFICE SUPPLIES	096095	

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>		<u>ACCT</u> <u>DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
SERV FRM 01/06/11 - 02/06/11	5.33	01662556	53314	OFFICE SUPPLIES	096095	
SERV FRM 01/06/11 - 02/06/11	6.67	01650100	53314	OFFICE SUPPLIES	096095	
SERV FRM 01/06/11 - 02/06/11	8.33	01590000	53314	OFFICE SUPPLIES	096095	
SERV FRM 01/06/11 - 02/06/11	12.50	01620100	52226	OFFICE EQUIPMENT MAINTENAN	096095	
SERV FRM 01/06/11 - 02/06/11	12.50	01670100	52226	OFFICE EQUIPMENT MAINTENAN	096095	
SERV FRM 01/06/11 - 02/06/11	14.58	01613000	53317	OPERATING SUPPLIES	096095	
SERV FRM 01/06/11 - 02/06/11	16.67	01610100	52226	OFFICE EQUIPMENT MAINTENAN	096095	
SERV FRM 01/06/11 - 02/06/11	16.67	01640100	52226	OFFICE EQUIPMENT MAINTENAN	096095	
SERV FRM 01/06/11 - 02/06/11	21.07	01670100	53314	OFFICE SUPPLIES	096095	
SERV FRM 01/06/11 - 02/06/11	21.17	01662456	53314	OFFICE SUPPLIES	096095	
SERV FRM 01/06/11 - 02/06/11	21.17	01662756	53314	OFFICE SUPPLIES	096095	
SERV FRM 01/06/11 - 02/06/11	21.83	01640100	53314	OFFICE SUPPLIES	096095	
SERV FRM 01/06/11 - 02/06/11	36.08	01612900	53317	OPERATING SUPPLIES	096095	
SERV FRM 01/06/11 - 02/06/11	42.42	01660100	53314	OFFICE SUPPLIES	096095	
SERV FRM 01/06/11 - 02/06/11	42.42	01664756	53314	OFFICE SUPPLIES	096095	
SERV FRM 01/06/11 - 02/06/11	66.12	01650100	52226	OFFICE EQUIPMENT MAINTENAN	096095	
SERV FRM 01/06/11 - 02/06/11	87.50	01610100	53317	OPERATING SUPPLIES	096095	
SERV FRM 01/06/11 - 02/06/11	132.50	01662656	53314	OFFICE SUPPLIES	096095	
SERV FRM 02/06/11 - 03/06/11	3.33	01580000	53314	OFFICE SUPPLIES	096687	
SERV FRM 02/06/11 - 03/06/11	3.92	01620100	53314	OFFICE SUPPLIES	096687	
SERV FRM 02/06/11 - 03/06/11	4.17	01590000	52226	OFFICE EQUIPMENT MAINTENAN	096687	
SERV FRM 02/06/11 - 03/06/11	5.16	01600000	53314	OFFICE SUPPLIES	096687	
SERV FRM 02/06/11 - 03/06/11	5.33	01662556	53314	OFFICE SUPPLIES	096687	
SERV FRM 02/06/11 - 03/06/11	6.67	01650100	53314	OFFICE SUPPLIES	096687	
SERV FRM 02/06/11 - 03/06/11	8.33	01590000	53314	OFFICE SUPPLIES	096687	
SERV FRM 02/06/11 - 03/06/11	12.50	01620100	52226	OFFICE EQUIPMENT MAINTENAN	096687	
SERV FRM 02/06/11 - 03/06/11	12.50	01670100	52226	OFFICE EQUIPMENT MAINTENAN	096687	
SERV FRM 02/06/11 - 03/06/11	14.58	01613000	53317	OPERATING SUPPLIES	096687	
SERV FRM 02/06/11 - 03/06/11	16.67	01610100	52226	OFFICE EQUIPMENT MAINTENAN	096687	
SERV FRM 02/06/11 - 03/06/11	16.67	01640100	52226	OFFICE EQUIPMENT MAINTENAN	096687	
SERV FRM 02/06/11 - 03/06/11	21.07	01670100	53314	OFFICE SUPPLIES	096687	
SERV FRM 02/06/11 - 03/06/11	21.17	01662456	53314	OFFICE SUPPLIES	096687	
SERV FRM 02/06/11 - 03/06/11	21.17	01662756	53314	OFFICE SUPPLIES	096687	
SERV FRM 02/06/11 - 03/06/11	21.83	01640100	53314	OFFICE SUPPLIES	096687	
SERV FRM 02/06/11 - 03/06/11	36.08	01612900	53317	OPERATING SUPPLIES	096687	
SERV FRM 02/06/11 - 03/06/11	42.42	01660100	53314	OFFICE SUPPLIES	096687	
SERV FRM 02/06/11 - 03/06/11	42.42	01664756	53314	OFFICE SUPPLIES	096687	
SERV FRM 02/06/11 - 03/06/11	79.42	01650100	52226	OFFICE EQUIPMENT MAINTENAN	096687	
SERV FRM 02/06/11 - 03/06/11	87.50	01610100	53317	OPERATING SUPPLIES	096687	
SERV FRM 02/06/11 - 03/06/11	132.50	01662656	53314	OFFICE SUPPLIES	096687	
	<u>1,217.52</u>					

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
KLEIN, THORPE & JENKINS, LTD					
LEGAL RENDERED THRU FEB 28 201	171.00	04103100 52238	LEGAL FEES	151655	
LEGAL RENDERED THRU FEB 28 201	171.00	04203100 52238	LEGAL FEES	151655	
LEGAL RENDERED THRU FEB 28 201	9,390.71	01570000 52238	LEGAL FEES	151655	
	<u>9,732.71</u>				
MICHAEL ZOCHERT					
TUITION REIMB FEB 8 2011 THRU 3/1	1,776.00	01664700 52223	TRAINING	CJA 453/463	
	<u>1,776.00</u>				
NEXTEL COMMUNICATIONS					
SERV FRM 01/24/11 - 02/23/11	22.73	01642100 52230	TELEPHONE	760300514-109	
SERV FRM 01/24/11 - 02/23/11	23.18	01643700 52230	TELEPHONE	760300514-109	
SERV FRM 01/24/11 - 02/23/11	46.59	01680000 52230	TELEPHONE	760300514-109	
SERV FRM 01/24/11 - 02/23/11	53.51	01662500 52230	TELEPHONE	760300514-109	
SERV FRM 01/24/11 - 02/23/11	62.72	01600000 52230	TELEPHONE	760300514-109	
SERV FRM 01/24/11 - 02/23/11	71.99	01610100 52230	TELEPHONE	760300514-109	
SERV FRM 01/24/11 - 02/23/11	115.17	01622200 52230	TELEPHONE	760300514-109	
SERV FRM 01/24/11 - 02/23/11	131.60	01662700 52230	TELEPHONE	760300514-109	
SERV FRM 01/24/11 - 02/23/11	134.47	01652800 52230	TELEPHONE	760300514-109	
SERV FRM 01/24/11 - 02/23/11	138.38	04201600 52230	TELEPHONE	760300514-109	
SERV FRM 01/24/11 - 02/23/11	168.97	01662300 52230	TELEPHONE	760300514-109	
SERV FRM 01/24/11 - 02/23/11	172.75	01620100 52230	TELEPHONE	760300514-109	
SERV FRM 01/24/11 - 02/23/11	189.14	01650100 52230	TELEPHONE	760300514-109	
SERV FRM 01/24/11 - 02/23/11	189.55	01662400 52230	TELEPHONE	760300514-109	
SERV FRM 01/24/11 - 02/23/11	189.81	01664700 52230	TELEPHONE	760300514-109	
SERV FRM 01/24/11 - 02/23/11	236.20	01670100 52230	TELEPHONE	760300514-109	
SERV FRM 01/24/11 - 02/23/11	336.28	01660100 52230	TELEPHONE	760300514-109	
	<u>2,283.04</u>				
RYDIN DECAL					
SHIPPNG & FREIGHT VENDING DEC,	10.45	01612900 53315	PRINTED MATERIALS	259947A	
	<u>10.45</u>				
THIRD MILLENIU ASSOCIATES INCORPORATEE					
VEH STK ANNL MTC 4/25/11 -4/24/12	995.00	01 13010	PRE-PAID ITEMS	13408	
	<u>995.00</u>				
THOMAS F HOWARD JR					
LEGAL SERV FOR MARCH 2011	6,318.75	01570000 52312	PROSECUTION DUI	178	
	<u>6,318.75</u>				
TRANSYSTEMS CORPORATION					

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
KUHN RD BIKE TRL PHASE II CONS	4,111.39	11740000 55486	ROADWAY CAPITAL IMPROVEME	5(2054474)	20110065
	<u>4,111.39</u>				
TUNNEL VISION INC					
STORM SEWER TV	1,254.00	01670600 52244	MAINTENANCE & REPAIR	11-210	
	<u>1,254.00</u>				
UNIVERSAL CABLE CONSTRUCTION					
REPLACE WIRE IN POLY PIPE	5,272.00	11740000 55489	MISCELLANEOUS CAP IMPR	11 1003	
	<u>5,272.00</u>				
	<u><u>124,890.49</u></u>				

The preceding list of bills payable totaling \$124,890.49 was reviewed and approved for payment.

Approved by:



Joseph Breinig- Village Manager

Date: 4/1/11

Authorized by:

Frank Saverino Sr – Mayor

Beth Melody, Village Clerk

Date: _____

AGENDA ITEM

K-2 4-4-11

ADDENDUM WARRANTS March 22, 2011 thru April 4, 2011

Fund	Check #	Vendor	Description	Amount
General	A C H	Charter One Bank	Payroll March 7, 2011 to Mar 20, 2011	428,522.95
Water & Sewer	A C H	Charter One Bank	Payroll March 7, 2011 to Mar 20, 2011	28,411.86
General	A C H	Ill Funds	Dupage Water Commission - Feb 2011	<u>183,243.05</u>
				<u>640,177.86</u>

Approved this _____ day of _____, 2011

By: _____
Frank Saverino Sr - Mayor

Beth Melody - Village Clerk