

Village of Carol Stream

BOARD MEETING

AGENDA

MAY 7, 2018

7:30 P.M.

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

A. ROLL CALL AND PLEDGE OF ALLEGIANCE:

B. MINUTES:

1. Approval of Minutes of the April 16, 2018 Special Workshop Meeting.
2. Approval of Minutes of the April 16, 2018 Village Board Meeting.

C. LISTENING POST:

1. Resolution No. 3013 Honoring James Lucas Upon his Retirement from the Village of Carol Stream Police Department.
2. Swearing in – Jonathan Grey as Police Sergeant.
3. Swearing in – Kurt Schneider as Police Sergeant.
4. Proclamation designating May 2018 Building Safety Month.
5. Proclamation recognizing May 13-19, 2018 as Police Week.
6. Addresses from Audience (3 Minutes).

D. PUBLIC HEARINGS:

E. 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.

F. BOARD AND COMMISSION REPORTS:

G. OLD BUSINESS:

H. STAFF REPORTS AND RECOMMENDATIONS:

1. 2018-19 Geographical Information System (GIS) Internship Services – Northern Illinois University (NIU). *Staff recommends approving a contract with NIU for Geographical Information System services in an amount not to exceed \$39,581.00.*

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2. 2018 Asphalt Rejuvenator Project – Request to Award Contract. *Staff recommends the 2018 Asphalt Rejuvenator Project be awarded to American Road Maintenance at the unit price submitted for a cost not to exceed \$327,000.00 pursuant to the provisions of Section 5-8-3 (B) and Section 5-8-14 (c) of the Carol Stream Code of Ordinances.*
3. Recommendation to Award a Contract for Roof Replacement at the Public Works Center Administration Building. *Staff recommends awarding a contract for roof replacement at the Public Works Center Administration building to Brown and Root Industrial Services in the amount of \$76,434.94, pursuant to the provisions of Section 5-8-3(B) and subsection 5-8-14(K) of the Carol Stream Code of Ordinances.*
4. Recommendation to Award a Contract for Roof Replacement at the WRC Sand Filter Building. *Staff recommends awarding a contract for roof replacement at the WRC sand filter building to Brown and Root Industrial Services in the amount of \$125,558.84, pursuant to the provisions of Section 5-8-3(B) and subsection 5-8-14(K) of the Carol Stream Code of Ordinances.*
5. 2018 Asphalt Restorative Sealer – Request to Award Contract. *Staff recommends the 2018 Asphalt Restorative Sealer Project be awarded to CAM, LLC of Sugar Grove at the bid unit prices for \$102,850.00 pursuant to the provisions of Section 5-8-3(B) and Section 5-8-14(C) of the Carol Stream Code of Ordinances.*

I. ORDINANCES:

1. Ordinance No. 2018-05-___ amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by decreasing the number of Class F Liquor Licenses from 7 to 6 (Chang's Hot Wok Inc. d/b/a Chang's Hot Wok, 802 W. Army Trail Road). *Staff recommends decreasing the number of Class F liquor licenses by one due to Chang's Hot Wok's decision not to sell alcohol as of May 1.*

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2. Ordinance No. 2018-05-___ amending the Village of Carol Stream Code of Ordinances, Chapter 10, Business Licensing and Registration, to add a new Article 13 – Massage Establishments. *Staff recommends establishing a Massage Establishment Ordinance to more effectively license massage establishments.*

J. RESOLUTIONS:

1. Resolution No. ___ authorizing the execution of an Intergovernmental Agreement between the Village of Carol Stream and the Carol Stream Library for Information Technology Services. *Staff recommends approval of the Intergovernmental Agreement with the Carol Stream Library to provide IT services.*
2. Resolution No. ___ authorizing the execution of an Intergovernmental Agreement between the Village of Carol Stream and the County of DuPage for Information Technology Server Co-Location. *Staff recommends approval of the Intergovernmental Agreement with DuPage County for server co-location services.*
3. Resolution No. ___ declaring surplus property owned by the Village of Carol Stream. *Staff recommends designated Public Works items be declared surplus and authorize to be sold at auction and/or disposed of.*

K. NEW BUSINESS:

1. Raffle License Application-Council of Catholic Women. *The Council of Catholic Women are requesting approval of a raffle license and waiver of the fee and manager's fidelity bond for a gift basket raffle to be held at Corpus Christi Church on June 9 &10, 2018.*
2. Charity Dog Show – *Staff is requesting direction on the use of the Town Center for a Charity Dog Show hosted by Carol Stream Animal Hospital on September 16.*

Village of Carol Stream

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MAY 7, 2018

7:30 P.M.

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

L. PAYMENT OF BILLS:

1. Regular Bills: April 17, 2018 through May 7, 2018.
2. Addendum Warrants: April 17, 2018 through May 7, 2018.

M. REPORT OF OFFICERS:

1. Mayor:
2. Trustees:
3. Clerk:

N. EXECUTIVE SESSION:

1. The setting of a price for sale or lease of property owned by the public body pursuant to 5/ILCS 120/2 (c)(6).

O. ADJOURNMENT:

LAST ORDINANCE	2018-04-17	LAST RESOLUTION	3012
NEXT ORDINANCE	2018-05-18	NEXT RESOLUTION	3013

Village of Carol Stream

Special Meeting of the Village Board

Municipal Center Tour (500 N. Gary Ave.)

Massage Ordinance

Carol Stream Fire Protection District – Fire Station 28

365 Kuhn Road, Carol Stream, IL 60188

April 16, 2018

6:00 p.m. – 7:30 p.m.

Meeting Notes

ATTENDANCE:

Mayor Frank Saverino, Sr.
Trustee Greg Schwarze
Trustee David Hennessey
Trustee Rick Gieser
Trustee Matt McCarthy
Trustee Mary Frusolone
Village Clerk Laura Czarnecki

Joseph E. Breinig, Village Manager
Bob Mellor, Assistant Village Manager
Tia Messino, Asst. to the Village Manager
Jon Batek, Finance Director
Jim Knudsen, Engineering Director
Phil Modaff, Public Works Director
Ed Sailer, Police Chief
Don Bastian, Community Dev. Director
Brian Cooper, Police Commander
Jim Rhodes, Village Attorney

ABSENT: Trustee John LaRocca

The meeting was called to order at 6:00 p.m. by Mayor Frank Saverino and the roll call read by Village Clerk Laura Czarnecki. The result of the roll call vote was as follows:

Present: Mayor Frank Saverino, Trustees Hennessey, Gieser, Frusolone, Schwarze and McCarthy

Absent: Trustee LaRocca

Municipal Center Tour (500 N. Gary Ave.)

Tour of the Gregory J. Bielawski Municipal Center renovation project began at 6:00 p.m. and ended at 6:55 p.m.

Massage Ordinance

Assistant to the Village Manager Tia Messino presented the proposed massage ordinance to the Village Board and problems with the current regulations which included the following:

Problems to be solved:

- Reports of illegal activities at massage establishments
- Convictions of prostitution at local massage establishments
- Recurring incidents of prostitution

- Limited ability to hold the business accountable
- Difficulty communicating with massage business owners

Exceptions:

- Outcall massage services without a fixed place of business in Carol Stream
- In home massage services
 - Home Occupation-business registration
- Hospitals, nursing homes, medical clinics, & sanatoriums
- Facilities with a healthcare worker licensed by the State of Illinois such as:
 - Occupational therapist
 - Physical therapist
 - Chiropractor
 - Naprapath

Key Components of Ordinance:

- Annual Massage Business License
- Background & fingerprint check
 - Owners and managers
- Owner or manager must be on premises
- Register book of employees with IDs
- Possible revocation of license due to violations
- Employees must be properly clothed
 - No transparent garments
- Prohibits touching of genital areas
- Prohibits sexualized advertising
- Limits hours of operation
 - 6:00 a.m. – 10:00 p.m.
- Provides Village authority of inspection

Expected Results:

- Accurate contact information for business owners and managers
- Owners with revoked/suspended massage business license in the last 5 years denied
- Business owners/managers will be free of felony and misdemeanor convictions of a sexual or violent nature within the last 10 years
- Better info available for administration/enforcement
- Accurate identification of employees
- All employed massage therapists will be licensed by the State of Illinois with proof of licensing
- Deterred prostitution/illegal touching at massage establishments
- Village right to inspect property and employee register

Implementation Plan:

- Present at workshop
- Incorporate workshop feedback
- Bring ordinance before the Board
- Education period for business
 - Include courtesy inspections
- Begin 16 month licensing period Sept. 2018
 - Future licensing will be January 1, for 12 months

Staff will bring the ordinance to the Village Board for approval at the May 7, 2018 meeting.

There being no further business, Trustee McCarthy moved and Trustee Frusolone made the second to adjourn the Special Board meeting. The meeting was adjourned unanimously at 7:30 p.m.

FOR THE BOARD OF TRUSTEES

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

**REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES
Carol Stream Fire Protection District, Station No. 28, 365 Kuhn Road,
Carol Stream, DuPage County, IL**

April 16, 2018

Mayor Saverino called the Regular Meeting of the Board of Trustees to order at 7:42 p.m. and directed Village Clerk Laura Czarnecki to call the roll.

Present: Mayor Frank Saverino, Sr. and Trustees David Hennessey, Rick Gieser, Mary Frusolone, Greg Schwarze and Matt McCarthy

Absent: Trustee John LaRocca

Also Present: Village Manager Joe Breinig, Assistant Village Manager Bob Mellor, Village Clerk Laura Czarnecki and Village Attorney Jim Rhodes

*All persons physically present at meeting unless noted otherwise

MINUTES:

Trustee McCarthy moved and Trustee Frusolone made the second to approve the Minutes of the April 2, 2018 Special Workshop meeting of the Village Board. The results of the roll call vote were as follows:

Ayes: 5 Trustees Hennessey, Gieser, Frusolone, Schwarze and McCarthy

Abstain: 0

Absent 1 Trustee LaRocca

The motion passed.

Trustee Schwarze moved and Trustee Gieser made the second to approve the Minutes of the April 2, 2018 regular meeting of the Village Board. The results of the roll call vote were as follows:

Ayes: 5 Trustees Hennessey, Gieser, Frusolone, Schwarze and McCarthy

Abstain: 0

Absent 1 Trustee LaRocca

The motion passed.

Trustee Frusolone moved and Trustee McCarthy made the second to approve, but not release the Minutes of the April 2, 2018 Executive Session meeting of the Village Board. The results of the roll call vote were as follows:

Ayes: 5 Trustees Hennessey, Gieser, Frusolone,
Schwarze and McCarthy

Abstain: 0

Absent 1 Trustee LaRocca

The motion passed.

LISTENING POST:

1. Resolution No. 3008 Honoring Glenn Harker upon his Retirement from the Village of Carol Stream Police Department. *The Village Board offered their congratulations and best wishes.*

Trustee Schwarze moved and Trustee Frusolone made the second to approve Resolution No. 3008 Honoring Glenn Harker upon his Retirement from the Village of Carol Stream Police Department.

Ayes: 5 Trustees Hennessey, Gieser, Frusolone,
Schwarze and McCarthy

Nays: 0

Absent: 1 Trustee LaRocca

The motion passed.

2. Historical Spotlight: Gary Rasmussen, Carol Stream Fire Protection District. *Trustee Gieser introduced Gary Rasmussen who presented reflections on the history of the Carol Stream Fire Protection District.*
3. Proclamation Designating April 21, as Comcast Cares Day. *Proclamation read by Trustee Schwarze.*
4. Proclamation Observing April 22 Earth Day. *Proclamation read by Trustee Gieser.*

CONSENT AGENDA:

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

Ayes: 5 Trustees Hennessey, Gieser, Frusolone, Schwarze and McCarthy

Nays: 0

Absent: 1 Trustee LaRocca

The motion passed.

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

Ayes: 5 Trustees Hennessey, Gieser, Frusolone, Schwarze and McCarthy

Nays: 0

Absent: 1 Trustee LaRocca

The motion passed.

1. Agreements for Professional Services – B&F Construction Code Services, Inc.
2. 365 E. North Avenue Public Watermain and Storm Sewer Improvements – Change Order No. 1, Final Payment and Acceptance.
3. Approval to purchase two (2) replacement squad cars.
4. Ordinance No. 2018-04-16, an Ordinance Adopting the Annual Budget of the Village of Carol Stream in the amount of \$58,094,254 for the FY18/19 Fiscal Year beginning May 1, 2018, and ending April 30, 2019.
5. Ordinance No. 2018-04-17, amending the Carol Stream Code of Ordinances by establishing a Code of Ethics for Public Officials and Employees of the Village of Carol Stream.
6. Corrected Resolution No. 2989, a Resolution accepting a Grant of Sanitary Sewer Easement (870 W. Army Trail Road, 1340 County Farm Road – Bucky’s Fuel Station).
7. Resolution No. 3009 authorizing the Execution of an Intergovernmental Agreement by and between the County of DuPage, Illinois and the Village of Carol Stream for the Park Northeast Detention Retrofit Water Quality Improvement Project.
8. Resolution No. 3010 authorizing the Execution of an Intergovernmental Agreement between the Village of Carol Stream and the County of DuPage,

Illinois for the Implementation of the National Pollutant Discharge Elimination System Program in the East Branch DuPage River and West Branch DuPage River Watersheds.

9. Resolution No. 3011 authorizing the execution of an Assignment of Sidewalk Easement and Authority to Construct Sidewalk within Utility Easement between the County of DuPage, Illinois and the Village of Carol Stream.
10. Resolution No. 3012 declaring Surplus Property owned by the Village of Carol Stream.
11. Raffle License Application – Glenbard North Boosters.
12. Payment of Regular and Addendum Warrant of Bills from April 3, 2018 through April 16, 2018.
13. Treasurer’s Report – Revenue/Expenditure Statement and Balance Sheet for month ended March 31, 2018.

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

Ayes: 5 Trustees Hennessey, Gieser, Frusolone, Schwarze and McCarthy

Nays: 0

Absent: 1 Trustee LaRocca

The motion passed.

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

Agreements for Professional Services – B&F Construction Code Services, Inc:

The Village Board approved the proposals for Professional Services and Independent Contractor’s Agreement with B&F Construction Code Services for consultant services not to exceed \$80,000 in aggregate during FY18/19.

365 E. North Avenue Public Watermain and Storm Sewer:

The Village Board approved Change Order No. 1, final payment to Cecchin Plumbing and Heating, Inc. in the amount of \$13,634.85 and acceptance of the public watermain and storm sewer improvements at 365 E. North Avenue.

Approval to Purchase two (2) Replacement Squad Cars:

The Village Board approved the purchase of a 2018 Dodge Charger Pursuit AWD and 2018 Dodge Durango AWD Special Service Vehicle from Thomas Dodge under the Southwest Conference of Mayors Cooperative joint bid for a total cost of \$48,897.00 pursuant to Section 5-8-14(L).

Ordinance No. 2018-04-16, an Ordinance adopting the Annual Budget of the Village of Carol Stream in the amount of \$58,094,254 for the FY18/19 Fiscal Year beginning May 1, 2018, and ending April 30, 2019:

The Village Board approved the annual budget for the Village for the new fiscal year which begins on May 1, 2018.

Ordinance No. 2018-04-17, amending the Carol Stream Code of Ordinances by establishing a Code of Ethics for Public Officials and Employees of the Village of Carol Stream:

The Village Board approved a Code of Ethics for public officials and employees of the Village of Carol Stream.

Corrected Resolution No. 2989, a Resolution accepting a Grant of Sanitary Sewer Easement (870 W. Army Trail Road, 1340 County Farm Road – Bucky’s Fuel Station):

The Village Board approved correcting a Scribner’s error identified in Resolution 2989 subsequent to its adoption on February 5, 2018 indicating the easement was erroneously being granted for a stormwater management and conveyance easement instead of the sanitary sewer easement granted in the plat of easement attached at the time to the Resolution. The corrected Resolution 2989 will be recorded with DuPage County to correctly reflect the easement as granted.

Resolution No. 3009 authorizing the execution of an Intergovernmental Agreement by and between the County of DuPage, Illinois and the Village of Carol Stream for the Park Northeast Detention Retrofit Water Quality Improvement Project:

The Village Board approved the Intergovernmental Agreement between the County of DuPage, Illinois and the Village of Carol Stream concerning the 2018 Water Quality Improvement Grant Program’s funding that has been awarded to the Village for upgrading the proposed retrofit of the Village’s detention basin near the northwest corner of Munson Drive and Kuhn Road, otherwise known as The Park Northeast.

Resolution No. 3010 authorizing the execution of an Intergovernmental Agreement between the Village of Carol Stream and the County of DuPage, Illinois for the Implementation of the National Pollutant River and West Branch DuPage River Watersheds:

The Village Board approved an Intergovernmental Agreement between the County of DuPage, Illinois and the Village of Carol Stream establishing a permittee/ co-permittee relationship pertaining to coverage of the Village’s separate storm sewer system under the Illinois Environmental Protection Agency’s General NPDES Permit ILR40 for Discharge from Small Municipal Separate Storm Sewer Systems, as well as establishes the conditions for the

Village's use of DuPage County Public Works Department's personnel and equipment.

Resolution No. 3011 authorizing the execution of an Assignment of Sidewalk Easement and Authority to Construct Sidewalk within Utility Easement between the County of DuPage, Illinois and the Village of Carol Stream:

The Village Board approved the Assignment of Sidewalk Easement and Authority to Construct Sidewalk within Utility Easement along the Burke Venture frontage with Army Trail Road.

Resolution No. 3012 declaring Surplus Property owned by the Village of Carol Stream:

The Village Board approved declaring surplus designated seized vehicles and either be sold via the Insurance Auto Auction INC, donated to the Carol Stream Fire Protection District for training purposes or disposed of for scrap.

Raffle License Application – Glenbard North Boosters:

The Village Board approved a raffle license and waiving the fee and manager's fidelity bond for the Glenbard North Theatre Boosters for their performance of Legally Blonde, the Musical which will be held on May 3-5, 2018.

Regular Bills and Addendum Warrant of Bills:

The Village Board approved payment of the Regular Bills dated April 16, 2018 in the amount of \$561,670.05. The Village Board approved the payment of the Addendum Warrant of Bills from April 3, 2018 thru April 16, 2018 in the amount of \$595,674.72.

Treasurer's Report:

The Village Board received the Revenue/Expenditure Statements and Balance Sheet for the Month ended March 31, 2018.

Report of Officers:

Trustee Gieser congratulated Glenn Harker on his 26 years of service to the community. He also explained the connection to Arbor Day as J. Sterling Morton founded the holiday and his son, Mark Morton lived at the corner of North Ave. and Morton Road. Parade fundraisers are scheduled at Augustino's for April 23 and Culvers on May 8. The Veteran's Memorial Task Force has a fundraiser scheduled for April 24 at JT's Corner Tap & Eatery. The Community Wide Food Drive will be at Glenbard North High School on April 21 from 11am to 4pm.

Trustee Schwarze thanked Glenn Harker on his 26 years of service and Gary Rasmussen for sharing his stories with the Carol Stream Fire Protection District. Please shop Carol Stream.

Trustee Hennessey reminded all parents and students to be careful during upcoming prom season. He also stated we are a month away from Challenge Day and everything is going well.

Trustee Frusolone congratulated Sgt. Glenn Harker on his retirement and involvement with the Police Volunteer Program. She also stated food for the Community Wide Food Drive can be dropped off at the Park District and Library. Donations for test driving a Joe Cotton Ford will be made to the Glenbard North High School post prom and theatre boosters on Saturday from 10 to 2 pm. There will be an annual tree planting at Spring Trail School on Arbor Day, April 27.

Trustee McCarthy congratulated Sgt. Glenn Harker on his retirement and reminded volunteers to please sign up for the Pond and Stream Sweep with the Engineering Department. Over 125 volunteers have signed up for the May 19 event.

Village Clerk Czarnecki congratulated Glenn Harker on his retirement. Please keep our military in mind.

Village Attorney Jim Rhodes congratulated Sgt. Glenn Harker. The Governor signed SB 1451, the small cell legislation last week, which is not good for municipalities.

Village Manager Joe Breinig congratulated Sgt. Glenn Harker. He stated the Village of Carol Stream enacted a gas tax tonight, effective June 1st which is administered by the Village of Carol Stream. The shopping center round table event is scheduled for next week Tuesday at the Fountain View Recreation Center at 8:30 am.

Mayor Saverino congratulated Sgt. Glenn Harker on his 26 years of service. He thanked the Village Board and staff for their efforts on the budget. Mayor Saverino expressed amazement at the renovated Village Hall after their tour of the new building. He also thanked Trustee McCarthy for filling in for him as Mayor Pro Tem.

At 8:30 p.m., Trustee McCarthy moved and Trustee Frusolone made the second to adjourn the meeting. The results of the roll call vote were as follows:

Ayes: 5 Trustees Hennessey, Gieser, Frusolone, Schwarze and McCarthy

Nays: 0

Absent: 1 Trustee LaRocca

The motion passed.

FOR THE BOARD OF TRUSTEES

Mayor Frank Saverino, Sr.

ATTEST:

Laura Czarnecki, Village Clerk

RESOLUTION NO. 3013

AGENDA ITEM
C-1 5-7-18

**A RESOLUTION HONORING
JAMES LUCAS
UPON HIS RETIREMENT FROM THE
VILLAGE OF CAROL STREAM POLICE DEPARTMENT**

WHEREAS, James Lucas joined the Carol Stream Police Department as a Police Officer on March 28, 1988; and

WHEREAS, James Lucas served as a certified Juvenile Officer, Field Training Officer, Evidence Technician, Traffic Officer, EVOC Trainer, Detective, Fire Investigator, Member of the DuPage County Fire Investigation Task Force, Officer In Charge, and Corporal; and

WHEREAS, James Lucas was an initial member of the Traffic Unit; and

WHEREAS, James Lucas was promoted to the rank of Sergeant on February 18, 2014; and

WHEREAS, James Lucas received numerous awards and commendations; and

WHEREAS, James Lucas, after 30 years of public service has made the decision to retire from public service 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:

SECTION 1: The services and dedication displayed by James Lucas to the Village of Carol Stream and his accomplishments in the field of law enforcement are hereby recognized and commended.

SECTION 2: James Lucas is wished the very best of happiness and health in his retirement.

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

PASSED AND APPROVED ON THIS 7th DAY OF MAY, 2018

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

PROCLAMATION

AGENDA ITEM
C-4 5-7-18

DESIGNATING MAY 2018 BUILDING SAFETY MONTH

WHEREAS, Carol Stream recognizes that our growth and strength depends on the safety and economic value of the homes, buildings and infrastructure that serve our citizens both in everyday life and in times of natural disaster, and;

WHEREAS, our confidence is achieved through the work of building safety and fire prevention officials, architects, engineers, builders, tradespeople, laborers and others in the construction industry who work year-round to ensure the safe construction of buildings, and;

WHEREAS, the International Code Council uses a governmental consensus process that brings together local, state and federal officials with expertise in the built environment to create and implement the highest quality codes to protect Americans in the buildings where we live, learn, work, worship and play, and;

WHEREAS, the International Codes, the most widely adopted building safety, energy and fire prevention codes in the nation, are used by most U.S. municipalities, counties and states; these modern building codes also include safeguards to protect the public from natural disasters such as hurricanes, snowstorms, tornadoes, wildfires, floods and earthquakes, and;

WHEREAS, *Building Codes Save Lives* is the theme for Building Safety Month 2018, encouraging all Americans to raise awareness of the importance of safe and resilient building construction, fire prevention, disaster mitigation, and new technologies in the construction industry, and;

WHEREAS, each year, in observance of Building Safety Month, Americans are asked to consider the commitment to improve building safety and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.

NOW, THEREFORE, BE IT PROCLAIMED THAT I, FRANK SAVERINO, SR., AND THE CAROL STREAM VILLAGE BOARD OF TRUSTEES do hereby proclaim

May 2018 as Building Safety Month in Carol Stream

and encourage home and commercial property owners to recognize Building Safety Month by participating in sponsored activities.

PROCLAIMED THIS 7th DAY OF MAY, 2018.

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

PROCLAMATION

Recognizing May 13-19, 2018 as Police Week in Carol Stream

WHEREAS, there are approximately 900,000 law enforcement officers serving in communities across the United States, including the 65 dedicated members of the Carol Stream Police Department; and

WHEREAS, there have been 58,627 assaults against law enforcement officers in 2015, resulting in approximately 16,677 injuries; and

WHEREAS, since the first recorded death in 1791, more than 21,500 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty, including 1033 officers from the State of Illinois; and

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.; and

WHEREAS, 360 new names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including 129 officers killed in 2017 and 231 officers killed in previous years; and

WHEREAS, the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 30th Annual Candlelight Vigil, that will be held on the evening of May 13, 2018; and

WHEREAS, the Candlelight Vigil is part of National Police Week, which takes place this year on May 13-19; and

WHEREAS, May 15 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families and U.S. flags should be flown at half-staff.

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

May 13-19, 2018, is formally designated as Police Week in Carol Stream, and publicly salutes the service of law enforcement officers in our community and in communities across the nation.


PROCLAIMED THIS 7th DAY OF MAY, 2018.

Frank Saverino, Sr., Mayor

Laura Czarnecki, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager

FROM: Marc Talavera, Information Technology Director 

DATE: April 27, 2018

RE: 2018-19 Geographical Information System (GIS) Internship Agreement Northern Illinois University (NIU)

The Village has contracted with Northern Illinois University (NIU) since 2004 to augment the Village's GIS staff. Over the years, the NIU GIS interns have become an integral part of the Village's GIS program and have consistently demonstrated a high level of competence at a lower than market rate. The GIS interns, under the direction of our MGP provided GIS specialist, serve in an operational support role and are responsible for Village asset tracking and map maintenance.

In pursuit of the Village Board's goal to incorporate and improve GIS capabilities in all departments, the Village has budgeted over \$194,000 per year for GIS services, including \$39,582 for the NIU interns in FY19.

NIU has provided us with a contract that provides 1,820 Intern hours for a cost not to exceed \$39,581. See attached. Staff has reviewed the contract, found it acceptable and recommend award of the contract to NIU for \$39,582.

PROJECT AGREEMENT

THIS AGREEMENT is made between the Board of Trustees of Northern Illinois University, hereinafter called the "UNIVERSITY," with principal offices at Sponsored Programs Administration, 301 Lowden Hall, DeKalb, Illinois 60115, and the Village of Carol Stream, hereinafter called the "SPONSOR," with principal offices at 500 North Gary Avenue, Carol Stream, IL 60188.

WITNESSETH:

WHEREAS, the SPONSOR and the UNIVERSITY desire to enter into an agreement pertaining to a Project investigation in accordance with the Statement of Work in Appendix A; and

WHEREAS, the investigation is to be funded by the SPONSOR and carried out by the UNIVERSITY under the terms and conditions specified herein; and

WHEREAS, the performance of such investigation is of mutual interest to the SPONSOR and the UNIVERSITY, and is consistent with the instructional, scholarship and research objectives of the UNIVERSITY as a non-profit, tax-exempt educational institution.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

1. STATEMENT OF WORK

The UNIVERSITY agrees to use reasonable efforts to perform the project as described in the Statement of Work, which is incorporated herein and attached as Appendix A. These efforts are hereinafter called the "Project." The UNIVERSITY shall perform this effort consistent with reasonable standards of professionalism applied in related fields. The Project is entitled, "GIS Design and Implementation for the Village of Carol Stream."

2. PRINCIPAL INVESTIGATOR

The Principal Investigator assigned by the UNIVERSITY for directing the performance of the Project is Professor Ryan James. If for any reason the Principal Investigator withdraws from serving as principal investigator, the UNIVERSITY and the SPONSOR shall endeavor to agree upon a successor. If the parties are unable to agree upon a successor, SPONSOR shall have the right to terminate this Agreement in the manner provided in the paragraph 7 entitled Termination.

3. PERIOD OF PERFORMANCE

The work shall be performed during the period from 05/01/18 through 04/30/19. This date may be extended under the same terms or such other terms as may be mutually agreed upon.

4. COST OF RESEARCH

This agreement is to be considered a *cost reimbursement contract* for a total cost not to exceed \$39,581.01. Costs are to be established as outlined in the attached scope of work. The SPONSOR shall not be obligated to reimburse the UNIVERSITY in excess of the contract price, unless and

until SPONSOR has notified NIU, in writing, that such a contract price has been increased and this contract amended to provide for such an increase.

NIU shall invoice SPONSOR on a monthly basis, based upon an hourly rate of \$19.00 per hour worked by the NIU students, subject to verification of the time sheets by the SPONSOR and the UNIVERSITY. From that sum, the UNIVERSITY will ensure that the students are paid the normative rate and that any appropriate fringe benefits are received. Payment is to be made by SPONSOR to the UNIVERSITY no later than 30 days after receipt of the invoice.

Checks are to be made payable to Northern Illinois University and sent to:

Dr. Sue Gossman
Sponsored Programs Administration
203 Lowden Hall
Northern Illinois University
DeKalb, Illinois 60115
RE: SPA# 18-356

The UNIVERSITY is not obligated to expend any other funds on the Project, and the SPONSOR is not obligated to pay the UNIVERSITY in excess of the above stated amount.

5. INTELLECTUAL PROPERTY

If the Project results in any new, patentable development, the parties shall negotiate disposition of such developments in good faith.

6. CONFIDENTIAL INFORMATION

- A. Prior to disclosure of Proprietary Information to UNIVERSITY by SPONSOR, SPONSOR shall notify Principal Investigator of its intent to disclose Proprietary Information; and Principal Investigator shall have the right to decline receipt of said information. Said Proprietary Information shall be sent only to Principal Investigator.
- B. Each party to this Agreement agrees to treat Proprietary Information received from the other with the same degree of care with which it treats its own Proprietary Information and further agrees not to disclose such Proprietary Information to a third party without prior written consent from the party disclosing Proprietary Information.
- C. The foregoing obligations of non-disclosure do not apply to Proprietary Information which:
 - (a) was known to the recipient prior to the disclosure hereunder;
 - (b) was received from a third party not under an obligation of confidence to recipient;
 - (c) is in the public domain at the time of disclosure hereunder or subsequently entered the public domain without the fault of the recipient;
 - (d) has been independently developed by an employee of recipient that has not had access directly or indirectly to Proprietary Information, and recipient can substantiate any claim of independent development by written evidence; or

- (e) is required to be disclosed by law.
- D. Confidential Information must be written and clearly marked "CONFIDENTIAL" or reduced to writing within thirty (30) days after nontangible disclosure ("Confidential Information").
- E. Unless otherwise agreed to in writing, neither party hereto shall have any obligation of confidentiality under this Agreement after the third anniversary of the conclusion of Period of Performance.

7. TERMINATION

This Project may be terminated by either party upon thirty (30) days' written notice. In the event of termination by the SPONSOR, the UNIVERSITY will be reimbursed for all costs incurred and all non-cancellable commitments at the time of termination. In the event of termination by the UNIVERSITY, any unexpended or unobligated balance of funds advanced by the SPONSOR shall be refunded to the SPONSOR. The provisions of Articles 5, 6, and 9 shall survive any termination of the Agreement.

8. USE OF THE NAME OF THE PARTIES

Neither the SPONSOR nor the UNIVERSITY shall make use of the existence of the Agreement, nor use the other's name or the name of any member of its staff, for publicity or advertising purposes except with the consent of and to the extent approved by the other party. For the UNIVERSITY, such approval will be obtained from Sponsored Programs Administration.

9. PUBLICATION

The UNIVERSITY shall have the right to publish or otherwise disclose the results of this Project, provided that the Principal Investigator first provides the SPONSOR with a copy of the proposed publication at least thirty (30) days in advance of submission for publication. The SPONSOR shall have thirty (30) days after the receipt of the publication or presentation to review it. The Principal Investigator shall modify said publication in order to comply with reasonable requests by the SPONSOR.

10. REPORTS

A final report will be submitted to the SPONSOR by the Principal Investigator within ninety (90) days of the termination of this Agreement.

11. WARRANTIES AND INDEMNIFICATION

THE UNIVERSITY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ITS PERFORMANCE UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE MARKETABILITY, USE OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PROJECT RESULTS DEVELOPED UNDER THIS AGREEMENT, OR THAT SUCH RESULTS DO NOT INFRINGE UPON ANY THIRD PARTY'S PROPERTY RIGHTS. The SPONSOR agrees to indemnify and hold harmless the

UNIVERSITY and its employees and agents against any and all costs, damages and expenses, including attorney's fees, arising from any claims, damages and liabilities asserted by third parties arising from the SPONSOR'S use of said results.

12. ASSIGNMENT

Neither party shall assign its rights under this agreement without the prior written consent of the other party. Notwithstanding the foregoing, UNIVERSITY hereby consents to the assignment of this agreement by SPONSOR to any present or future wholly-owned affiliate of SPONSOR or to any successor in interest of the entire business of SPONSOR as a result of a merger, consolidation or purchase as long as the assignee expressly accepts in writing all the obligations and responsibilities of SPONSOR under this agreement.

13. GOVERNING LAW

This agreement shall be interpreted and construed in accordance with the laws of the State of Illinois. This agreement is subject to all applicable rules and regulations of the Board of Trustees of Northern Illinois University and the laws of the United States and the State of Illinois.

14. ENTIRE AGREEMENT

This agreement contains all the terms and conditions agreed upon by the parties hereto, and no agreement, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or be binding upon any of the parties hereto, unless in writing executed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates indicated below by representatives authorized to make such commitments on behalf of the respective party.

**BOARD OF TRUSTEES of
NORTHERN ILLINOIS UNIVERSITY**

VILLAGE OF CAROL STREAM

By: Kellie M Dyslin

By: _____

Name: Kellie Dyslin

Name: _____

Title: Associate Director, SPA

Title: _____

Date: 4/12/18

Date: _____

EIN: _____

Scope of Work

Attached is a scope of work for the proposed contract between Northern Illinois University and Village of Carol Stream Geographic Information System (GIS) Design and Implementation program. Northern Illinois University has been supplying a student worker and project oversight to the Village of Carol Stream for a number of years to assist in the design and implementation of GIS for the Village.

This proposal outlines NIU's interest in continuing the program from May 1, 2018-April 30, 2019, under the supervision of Dr. Ryan James. This awarded sum will allow NIU to provide one Graduate Assistant (GA) and one undergraduate intern for 14 weeks in the summer semester and 36 weeks in the academic year; the GA and undergraduate intern will each work 20 hours a week. During this time period, the student workers and Dr. James will provide the Village of Carol Stream with GIS database updating and management, data migration, map generation for immediate use and long term planning projects, as well as engage in GIS-based spatial analysis to aid policy formulation and administrative management for Carol Stream. Dr. James will visit the Village three times during the year in person or virtually (once each semester) to monitor workflows and student performance, as well as to provide additional GIS guidance.

Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: William N. Cleveland, Assistant Village Engineer *BC*
DATE: April 26, 2018
RE: 2018 Asphalt Rejuvenator Project – Request to Award Contract

In 2004 Engineering staff tested a new product called GSB-88 to alleviate problems of slow curing time, excessive sand, and generally messy conditions from previous rejuvenator products. The new product exceeded our expectations and provided the added benefit of waterproofing and an initial black color.

The product is proprietary and is not able to be funded through IDOT Motor Fuel Tax dollars. This falls under Village Code section 5-8-14 “Contracts or Purchases Without Bid” (c) Purchases which may only be made economically from a single source. However, in 2016 we were able to obtain quotes from two contractors that are licensed by the manufacturer to apply GSB-88. Gee Asphalt Systems from Cedar Rapids, Iowa was able to provide a quote of \$1.25 per square yard plus \$7,500 mobilization cost.

American Road Maintenance (formerly Midwest Tar Sealer Company) has provided a quote of \$1.09 per square yard for 300,000 square yards of pavement rejuvenation. This is the same cost as last year’s price per square yard. Although we previously awarded this project in the fall, the past few years we awarded the contract prior to summer to avoid cure problems associated with cooler weather.

The budget for Pavement Preventative Maintenance Program is in the Roadway System portion of Capital Improvement this year in the amount of \$537,000.00, leaving \$210,000 for the Pavement Patching and Preservative Sealer Projects. Engineering staff therefore recommends that the 2018 Asphalt Rejuvenator Project be awarded to American Road Maintenance at the unit price submitted for a cost not to exceed \$327,000.00 pursuant to the provisions of Section 5-8-3 (B) and Section 5-8-14 (c) of the Carol Stream Code of Ordinances.

Cc: James T. Knudsen, Director of Engineering Services
Jon Batek, Finance Director
Phil Modaff, Director of Public Works
Adam Frederick, Civil Engineer II

Attachments



1485 E. Thorndale
 Itasca, IL 60143
 630.417.0227
 630.729.3033 Fax

April 26th, 2018

Village of Carol Stream
 500 N. Gary Avenue
 Carol Stream, IL 60188
 630.871.6220 X-6408
 Attn: Bill Cleveland
bcleveland@carolstream.org

Re: Various Streets
 Carol Stream, IL

We propose to furnish labor and materials to complete the items listed below:

SEALING:	
GSB-88 Asphaltic Rejuvenator	

Clean specified area free of foreign matter such as dirt and gravel. Scrape and broom oil and grease spots. Apply the appropriate amount of GSB-88 Rejuvenator based on pre-test results. GSB-88 is a pavement rejuvenator designed to protect and restore plasticity, retard aging, and prevent loss of durability in bituminous pavement. GSB-88 protects and preserves bituminous pavement by sealing, penetrating and rebinding the asphaltic mix together. This penetrating action plasticizes the binder of the asphalt.

Specification:

Pre-test pavement to determine proper application rate based on existing pavement conditions. GSB-88 Rejuvenator shall be applied at appropriate rates based on pre-test results.

Pricing is determined by the quantity purchased each year:

250,000 To 350,000	SY of GSB-88 Installed	@	\$1.09 per SY
200,000 To 249,999	SY of GSB-88 Installed	@	\$1.15 per SY
150,000 To 199,999	SY of GSB-88 Installed	@	\$1.20 per SY
100,000 To 149,999	SY of GSB-88 Installed	@	\$1.25 per SY
50,000 To 99,999	SY of GSB-88 Installed	@	\$1.30 per SY
10,000 To 49,999	SY of GSB-88 Installed	@	\$1.40 per SY

Optional Items:

Notification of Residents With Flyers	CALL FOR PRICING
Traffic Control	CALL FOR PRICING
Replacement of Pavement Markings	CALL FOR PRICING

RESTRICTIONS:

- 1 . Above prices will be held through the 2018 season.
- 2 . Above quantities are estimates only. Upon completion of work, field measurements will be taken and the total cost will be actual field measurements times unit costs.
- 3 . Price does not include permits, bonds or material testing

Thank you for the opportunity to bid this project with your organization.

Sincerely,



Skip Coghill


If you wish to accept this proposal, please date, sign, and return one copy to above address:

Date _____

Signature _____

Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager

FROM: Philip J. Modaff, Director of Public Works 

DATE: April 30, 2018

RE: Agenda Item – Recommendation to Award a Contract for Roof Replacement at the Public Works Center Administration Building to Brown and Root Industrial Services Pursuant to the Provisions of Section 5-8-3(B) and subsection 5-8-14(K) of the Carol Stream Code of Ordinances

The roof on the Public Works Center Administration building is due for replacement following several years of leaks and temporary repairs. The FY19 budget provides \$85,000 for this project.

The attached proposal has been secured from Brown & Root, a JOC contractor that the Village has employed for many projects over the past several years, including a number of roof replacement projects. Until recently, Brown & Root's contract services were available under a DuPage County Job Order Contract, but that contract expired in December 2017. Brown & Root also has a National Intergovernmental Purchase Alliance (NIPA) contract for construction maintenance services under a similar JOC arrangement with a governmental unit in Texas (Region 4 Education Service Center). The Village awarded a contract to Brown & Root for tuckpointing services under this contract arrangement in February 2018.

Job Order Contracting (JOC) is similar to joint purchasing of products, where one agency will seek bids for certain products (such as vehicles and road salt) and other governmental agencies are allowed under State statute to take advantage of the contract pricing. The process for selecting a JOC contractor includes a rigorous Request for Proposals (RFP) process which solicits unit pricing on thousands of work types and items. Following a review process of pricing and qualifications of participating contractors a JOC contract is awarded and allows that general contractor to be available for a wide variety of construction projects. Public Works staff provided the JOC contract project manager with a general work scope and the JOC contractor has prepared the attached detailed scope of work and cost proposal.

Staff recommends awarding a contract for roof replacement at the Public Works Center Administration building to Brown and Root Industrial Services in the amount of \$76,434.94, pursuant to the provisions of Section 5-8-3(B) and subsection 5-8-14(K) of the Carol Stream Code of Ordinances.

Attachments

JOB ORDER CONTRACT

JOB ORDER NUMBER: CS-04-18
JOB ORDER NAME: Village of Carol Stream
Public Works Center Administration Building – Roof Replacement
CONTRACTOR NAME: Brown & Root Industrial Services
LOCATION: Public Works Center – 124 Gerzevske Lane, Carol Stream, IL

This JOB ORDER CONTRACT is made and entered into this 7th day of May, 2018, by and between the Village of Carol Stream (hereinafter the “Village”) and Brown & Root Industrial Services (hereinafter “Contractor”).

RECITALS

WHEREAS, Region 4 Education Service Center (Texas) is authorized to work with National Intergovernmental Purchasing Agency (NIPA) in a Principal Procurement Agency (PPA) capacity to secure multi-state volume purchasing contracts; and

WHEREAS Region 4 Education Service Center published Request for Proposal #16-04, received and reviewed proposals and awarded Job Order Contract Number R160402 to Contractor; and

WHEREAS Region 4 Education Service Center on August 23, 2016, approved a contract for the term November 1, 2016 through October 31, 2018; and

WHEREAS, the Village desires to proceed with replacing the roof on the Public Works Center Administration building (hereinafter referred to as the “Project”) through the Region 4 Education Service Center Job Order Contracting, and to purchase construction services and materials under the general terms and provisions of the Region 4 Education Service Center Contract Number R160402, including all addenda issued thereto; and

WHEREAS, the Contractor has agreed to provide such construction services and materials for the Project under the general terms and provisions of the Region 4 Education Service Center Contract Number R160402, including all addenda issued thereto; and

WHEREAS, the Contractor has provided the Village with a proposal, which proposal has been incorporated into the Detail Scope of Work, Job Order Number CS-04-18, dated April 25, 2018, a copy of which is attached hereto as Exhibit A.

NOW THEREFORE, in consideration of the terms and conditions of this Job Order Contract Number CS-04-18, the parties hereto agree as follows:

1. The terms and conditions of this Job Order Contract Number CS-04-18 shall be governed by and shall include all terms and provisions of the Region 4 Education Service Center Contract Number R160402, including all addenda issued thereto, and shall be incorporated into the terms, conditions and provisions of Job Order Contract Number CS-04-18, between the parties hereto except as modified as follows:

- A. The Scope of Work, including all labor and materials, for this Job Order Contract Number CS-04-18, and the cost of such work is hereby set forth in Exhibit A attached hereto.
- B. Whenever within Job Order Contract Number CS-04-18 the terms Agency, City or Owner are used, those terms shall mean the Village of Carol Stream.
- C. Prior to commencement of construction, Contractor shall provide the Village with both a Payment and Performance Bond in the amount of \$76,434.94 from a surety acceptable to the Village and in accordance with the terms set forth in AIA Document A312TM – 2011.
- D. Prior to commencement of construction, the Contractor shall provide the Village with a Certificate of Insurance for the Insurance and at such limits as set forth in Region 4 Education Service Center Contract Number R160402. The Commercial General Liability and Automobile Liability policies shall contain or be endorsed to contain the Village, its officers, agents and employees as Insured and shall be primary insurance and not contribute with the Village's insurance or self-insurance. The Worker's Compensation insurer shall waive all rights of subrogation against the Village for injuries to employees of the Insured resulting from the work for the Village or use of the Village's premises or facilities.
- E. This Job Order Contract is subject to the provisions of the Prevailing Wage Act, 820 ILCS 130/01 et seq. and labor prices shall be based upon the prevailing wages in the DuPage County area as determined by the Illinois Department of Labor. The Contractor shall indemnify, hold harmless and defend the Village from any failure of the Contractor to comply with the provisions of the Prevailing Wage Act.

- F. Contractor will be required to maintain all records and documents for the project in compliance with the Freedom of Information Act, 5ILCS 140/4 et seq. In addition, Contractor shall produce, without cost to the village, any records which are responsive to a request received by the Village under the Freedom of Information Act so that the Village may provide records to those requesting them within the timeframes required. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Village and if possible, the Village shall request an extension so as to comply with the Act. In the event that the Village is found to have not complied with the Freedom of Information Act, based upon Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorney fees and penalties.
- G. The Contractor shall warrant the Project to be free from defects in materials and workmanship for a period of 1 year from the date of final acceptance of the completed project by the Village; provided however, that all materials that have a manufacturer's warranty in excess of 1 year shall be warranted for the full period of the manufacturer's warranty, which warranty shall be transferred to the Village on the date of final acceptance of the completed project.
- H. The Contractor shall secure all building permits for the Project within ten (10) days after the date of execution of the Contract by both Parties and the Contractor shall substantially complete the Project within forty-five (45) days thereafter.
- I. Payment of 90% of the Contract Price shall be made upon completion of the project and the balance paid within thirty (30) days of completion of any "punch list" items required and final acceptance of the work by the Village. There shall be no Economic Price Adjustments to this Contract.
- J. All notices, certificates, approvals, consents or other communications desired or required to be given hereunder shall be given in writing at the addresses set forth below, by any of the following means: (1) personal service, (2) overnight courier, or (3) registered or certified mail, postage prepaid, return receipt requested.

If to Village: Director of Public Works
Village of Carol Stream
124 Gerzevske Lane
Carol Stream, Illinois 60188

If to Developer: Brown & Root Industrial Services
2400 Bluff Creek Drive, Suite 201
Columbia, Missouri 65201

ACCEPTED:

(Village Seal)

VILLAGE OF CAROL STREAM

Attest:

By: _____
Village Clerk

By: _____
Mayor

(Corporate Seal)

CORPORATE NAME

Attest:

By: Allyson Kider
Secretary

By: Rick Farrag
President
Rick Farrag, Vice President

SUBSCRIBED AND SWORN BEFORE ME

This 30th day of April, 2018

MY COMMISSION EXPIRES:

05/31/18
Rebecca Lynn Kotter
NOTARY PUBLIC



5/31/18

The Village of Carol Stream

Attention: Phil Modaff

Date: 25 Apr 18

Project No: CS-04-18

Subject: PW Roof

Contract: Job Order Contracting Services

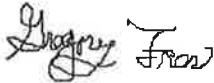
Mr. Modaff,

Contingent upon receipt of a signed delivery order to formally obligate Brown and Root this transmits our proposal to accomplish the subject work, inclusive of the attached proposed scope of work and cost estimate.

This work is limited to the removal of the exiting stone, bituminous membrane, rubber membrane, insulation (some tapering will be left on the roof for rain pitch), and flashing, and provide and install one layer of 1/2" rigid insulation or to code, 50MIL white PVC welded roof, new flashing and coping. Approximate roof size is 6000SF.

No other work is implied or covered by this proposal.

Sincerely,



Gregory Frer
Project Leader

Attachments: Cost Summary Sheet
Scope of work
Proposal cost details



Brown & Root

Forged from the Past. Engineered for the Future.

Exhibit A

Contract #: R160402
Job Order #: CS-04-18

Brown and Root
Proposal Cover

2400 Bluff Creek Drive
Columbia, MO 65201
Office # 573- 441-0365

PROJECT DATA:	
RFP #	CS-04-18
Subject:	Cost Estimate
Title:	PW Roof
Location:	Carol Stream
Date:	April 25, 2018

COST DATA:		(2018 RS Means Facilities Construction Cost Data)
Base work:	Total RS Means Bare Cost Pricing	\$63,253.01
	DuPage County Coefficient 1.2084	\$76,434.94
	Total Direct Cost	\$76,434.94
	Subtotal	\$0.00
	GRAND TOTAL	\$76,434.94

PERFORMANCE DATA:	
Construction Performance Period:	40 Calendar Days From NTP
Write Subcontracts:	5 Calendar Days From NTP
Submittals:	5 Calendar Days From NTP
Weather Restrictions:	According to NOAA per NIPA DuPage County General Conditions
Other Restrictions:	NONE

SUPPORTING DATA:	
A.	Scope Of Work
B.	Detailed List of Prepriced Items

SCOPE OF WORK

DATE: 4/25/18
RFP No: CS-04-18
TITLE: PW Building Roof

- 1.0 In accordance with Brown and Root JOC Specifications, the City of Carol Stream and General and Special Conditions, State and Local Building Codes, the contractor shall furnish all labor, materials, tools, supervision, equipment, transportation, insurances, overhead, and all other items of expense or service necessary for and incidental to construction of this project as indicated on the provided drawings and specifications.

Contract General and Special Conditions are located within the contract Master Agreement.

ALL QUESTIONS OR CONCERNS ARE TO BE DIRECTED TO BROWN AND ROOT VIA Greg Frer at greg.frer@brownandroot.com or by calling 312-617-7570. Contractors are not to inquire or seek information from Architects, Consultants or Carol Stream personnel. All questions or concerns are to be addressed via RFI to Brown and Root.

The work includes but is not limited to the following:

Work will be conducted under normal business hours during the week.

Permits are required but paid for by the customer. This project is based prevailing or union wage and tax exempt.

GENERAL NOTES:

- 1.0.1 After the issuance of a Notice-to-Proceed (NTP) and a signed contract from Brown and Root, subcontractors shall submit for approval all required submittals as listed in the provided submittal log of the project specification, and/or paragraph 3.0 of this document, prior to the purchasing and installation of such items.
- 1.0.2 Prior to the commencement of any work, any and all subcontractors shall submit to Brown and Root their individual progress schedule for approval and for the incorporation into a Master Progress Schedule to be provided to the client for tracking purposes.
- 1.0.3 All contractors will provide Brown and Root with a scope clarification letter that explicitly identifies the task included in their base and or alternate bids where applicable. All contractors will provide Brown and Root with a list of lower tier subcontractors, material suppliers, and employees expected to perform work under their supervision during this project. All contractors will provide Brown and Root with an itemized breakdown of labor and equipment rates to be used if change orders are to be processed and issued.
- 1.0.4 Permits are required on this project.
- 1.0.5 Safety plans shall consider all possible work activities, appropriate safety considerations, and all OSHA and Brown and Root safety rules and regulations. Each contractor must have a current Safety Plan on file with Brown and Root prior to commencing work.

SCOPE OF WORK

DATE: 4/25/18
RFP No: CS-04-18
TITLE: PW Building Roof

- 1.0.6 Subcontractor shall provide a daily report to Brown and Root at the beginning of the following business day. Brown and Root will provide blank forms to subcontractor to be filled out if necessary.
- 1.0.7 **Daily clean-up is mandatory. Each trade is responsible for the clean up of associated debris.** Remove all debris from the building and place in either an approved on-site dumpster or to an approved landfill located off of the owner's property. No owner trash receptacles shall be used at any time during the performance of the requested work by the subcontractor. All hallways, stairwells, corridors and elevators will be cleaned daily where construction traffic is evident.
- 1.0.8 Subcontractor is responsible for the protection of Carol Stream facilities and services during demolition and construction. Any Carol Stream property, facilities or services damaged during demolition or construction activities it is the sole responsibility of the Subcontractor to restore these to like or better condition at no additional cost to Carol Stream or Brown and Root.
- 1.0.9 Unforeseen Site Conditions encountered by the subcontractor are to be brought to the immediate attention of Brown and Root Project Management Staff. Upon notification, an on site meeting with Carol Stream and Brown and Root Staff will be held to evaluate the situation and determine the appropriate methods and costs associated to remedy the condition. The subcontractor will be allowed an opportunity to price the additional work if needed. It is the responsibility of each performing contractor to receive a Change Order Proposal Request, initiated either by Brown and Root or at the request of the performing contractor, followed by a Change Order Proposal and an approved Change Order prior to commencing work. Failure to comply with this directive will result in the nullification of any Change Order Proposal or Change Order Request for additional work. Unauthorized additional work will not be compensated.
- 1.0.10 Security, safety and storage of all materials and equipment are the sole responsibility of the subcontractor. If an on-site storage container or area is approved, Brown and Root and Carol Stream assume no responsibility for the protection or security of the container, storage area or the contents therein.
- 1.0.11 The subcontractor will coordinate access to the property through Brown and Root, and the subcontractor shall not make any type of arrangements with Carol Stream personnel.
- 1.0.12 Arrangement for parking and/or parking permitting is the responsibility of the subcontractor. The subcontractor shall verify parking conditions of the project site prior to bid.

SCOPE OF WORK

DATE: 4/25/18
RFP No: CS-04-18
TITLE: PW Building Roof

Included but not limited to:

1.1 Roofing: 07000

- 1.1.1 Full time fall protection requirements are required when working on a leading edge unless a fall arrest rail system is used and within the OSHA guidelines.
- 1.1.2 Provide a crane and crew to hoist material on the roof.
- 1.1.3 Provide dumpsters or waiting truck and remove demolished material from the grounds.
- 1.1.4 Remove or vacuum river rock, cut away existing bituminous sheet material and felt paper and insulation if needed that is damaged, existing taper system will stay in place. Clean roof and provide and install mechanically fastened one (1) layer of 1/2" duro-fold iso-board rigid insulation on all flat roof surfaces using screws and plates with staggered seams covering the entire roof meeting the minimum code value, R30, and using some of the existing taper system needed for pitch to strainers.
- 1.1.5 Provide and install to manufacturer recommendation approximately 6000SF, 50 mil, single-ply, thermoplastic white welded PVC, (Duro-Last) along all flat surfaces and up curbs (pre-fabricated), pipes (pre-fabricated), and the side/parapet walls to 12" high up walls. Membrane to be mechanically fastened every 12" on center at 28" with manufacturer fasteners, stress plates, and six (6) breather vents. Roof to be inspected by a third party manufacturer's representative for warranty.
- 1.1.6 Membrane will be installed up and over the parapet walls and up and over 4: border.
- 1.1.7 Remove existing and provide and install five (5) drain inserts and five (5) metal leaf strainers.
- 1.1.8 Remove and replace approximately 230 LF, 24 gauge Kynar steel coping from atop parapet walls and 130' of 2-piece clip metal.
New coping to be 2-piece compression for securing the membrane, color TBD or match existing.

2.0 DRAWINGS, SKETCHES, AND SPECIFICATIONS:

- 2.1 Clarifications/Special Considerations: No lead or asbestos removal or encapsulation or environmental remediation, curb removal/replacement, or painting is included in this scope of work.
- 2.2 Salvageable/Repairable Materials for Reuse: As specified in the provided specification and drawings.
- 2.3 Submittal Requirements: As required in the provided project specification submittals log, paragraph 1.0.1 of this document, and paragraph 3.0 of this document.
- 2.4 Schedules: All applicable trades shall provide a complete and accurate Progress Schedule to Brown and Root staff within five (5) business days upon receipt of a signed contract with Brown and Root progress Schedule shall reflect actual work in place completion dates to include long lead time and delivery of specialized equipment and material.

SCOPE OF WORK

DATE: 4/25/18
RFP No: CS-04-18
TITLE: PW Building Roof

- 2.5 Supervisory of Construction: All applicable trades shall provide the name and phone number (cell number) of the on-site superintendent responsible for all on-going work activities as well as a list of all persons scheduled to perform work on site.
- 2.6 Drawings and Sketches: As required by the provided specification in Division 1 General Requirements.
- 2.7 Extra Stock of Material: N/A

3.0 SUBMITTALS:

- 3.1 **Roofing Submittals – Including but not limited to:**
 - 3.1.1 Membrane product data, warranty from manufacturer, flashing color unless like in kind.
 - 3.1.2 Safety Plan-MSDS
 - 3.1.3 Schedule of Values
 - 3.1.4 Progress schedule
 - 3.1.5 Certified payroll submitted weekly
 - 3.1.6 List of lower-tier subcontractors (if applicable)
 - 3.1.7 List of material suppliers
 - 3.1.8 Itemized breakdown of labor and equipment rates
 - 3.1.9 Items listed in submittal log of project specification
 - 3.1.10 Closeout documents – warranty letters

4.0 Project Documents:

- 4.1 **Project Specifications– None**
- 4.2 **Architectural Documents – None**
- 4.3 **Plumbing and Fire Protection Documents –None**
- 4.4 **Mechanical Documents – None**
- 4.5 **Electrical Documents – None**

RSMMeans JOCWorks

Preliminary Estimate, by estimates

Greg Frer
KBR
PW Roof - CS-04-18
Greg Frer

Estimator: Greg Frer

PW Roof

Division Summary (MF04)

01 - General Requirements	\$15,077.16
02 - Existing Conditions	\$3,990.00
03 - Concrete	
04 - Masonry	
05 - Metals	
06 - Wood, Plastics, and Composites	\$192.00
07 - Thermal and Moisture Protection	\$30,293.00
08 - Openings	\$3,353.55
09 - Finishes	
10 - Specialties	
11 - Equipment	
12 - Furnishings	
13 - Special Construction	
14 - Conveying Equipment	
21 - Fire Suppression	
22 - Plumbing	\$1,038.00
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	
25 - Integrated Automation	

26 - Electrical	
27 - Communications	
28 - Electronic Safety and Security	
31 - Earthwork	
32 - Exterior Improvements	
33 - Utilities	
34 - Transportation	
35 - Waterway and Marine Transportation	
41 - Material Processing and Handling Equipment	
44 - Pollution Control Equipment	
46 - Water and Wastewater Equipment	
48 - Electric Power Generation	
Alternate	\$9,309.30
Trades	
Assemblies	
FMR	
MF04 Total (Without totalling components)	\$63,253.01

Totalling Components

Subtotal	\$63,253.01
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2012 DuPage County, IL IPA JOC Standard (20.8400%)	\$13,181.93
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Material, Labor, and Equipment Totals (No Totalling Components)

Material:	\$25,916.00
Labor:	\$32,423.01
Equipment:	\$4,914.00
Other:	\$0.00
Laborhours:	510.51
Green Line Items:4	\$6,201.80

Priced/Non-Priced

Total Priced Items:	30	\$63,253.01	
Total Non-Priced Items:	0	\$0.00	0.00%
	30	\$63,253.01	

Grand Total **\$76,434.94**

Preliminary Estimate, by estimates

Estimator: Greg Frer

PW Roof

Item	Description	UM	Quantity	Unit Cost	Total	Book
01 - General Requirements						
1	01-21-53-50-1450-L Factors, cost adjustments, add to construction costs for particular job requirements, material handling and storage limitation, add, maximum Line item is for general loss time for elevated work for labor and/or material handling.	Costs	70,473.7100	7.0000%	\$4,933.16	RSM18eFAC L, B P
2	01-54-19-50-0100 Daily crane crews, for small jobs, portal to portal, truck-mounted hydraulic crane, Crane picks for bringing material up and down for duration of the job.	Day	5.0000	\$1,080.00	\$5,400.00	RSM18eFAC L, E, B P
3	01-54-23-80-4000 Staging aids, and fall protection equipment, nylon full body harness, lanyard and rope grab, buy Harnesses for workers for leading edge work.	Ea.	6.0000	\$166.00	\$996.00	RSM18eFAC M, B P
4	01-54-33-40-0100-1 Hourly operating cost for general equipment rental, without operators, aerial lift, telescoping boom, diesel, to 40' high, 500 lb. capacity Hourly operating costs for the lift, 2.5 days.	Ea.	20.0000	\$11.60	\$232.00	RSM18eFAC E, B P
5	01-54-36-50-2000 Mobilization, up to 25 mile haul distance, 50 miles round trip for mobilization or demobilization crew, truck-mounted crane up to 75 ton, driver only, one-way Vac truck, crane and lifts mob and de-mob.	Ea.	6.0000	\$51.50	\$309.00	RSM11FAC L, B P
6	01-56-13-60-0400 Tarpaulins, reinforced polyethylene, 5.5 mils thick, clear Misc. plastic for the project.	S.F.	250.0000	\$0.19	\$47.50	RSM18eFAC M, B P
7	01-56-23-10-0850 Barricades, stock units, traffic cones, PVC, 28" high Cones for traffic for around the work area and lift areas.	Ea.	8.0000	\$17.75	\$142.00	RSM18eFAC M, B P
8	01-56-23-10-1200 Barricades, guardrail, portable metal with base pads, buy Fall protection for the roofers. Set up and take down is included in the line item.	L.F.	210.0000	\$14.25	\$2,992.50	RSM18eFAC M, B P
9	01-56-23-10-1300 Barricades, barricade tape, polyethylene, 7 mil, 3" wide x 500' long roll Roll of caution tape.	Ea.	1.0000	\$25.00	\$25.00	RSM18eFAC M, B P
01 - General Requirements Total						\$15,077.16
02 - Existing Conditions						
10	02-41-19-19-0800 Selective demolition, rubbish handling, the following are to be added to the demolition prices. Dumpster, weekly rental, includes one dump per week. 30 C.Y. capacity, 7 tons Dumpsters for project.	Week	3.0000	\$730.00	\$2,190.00	RSM18eFAC M, B P
11	02-41-19-19-2005 Selective demolition, rubbish handling, the following are to be added to the demolition prices. Load, haul, dump and return, 0' to 50' haul, wheeled Get material to the dumpster.	C.Y.	60.0000	\$17.25	\$1,035.00	RSM18eFAC L, B P
12	02-41-19-19-2045 Selective demolition, rubbish handling, the following are to be added to the demolition prices. Load, haul, dump and return, 0' to 100' haul, wheeled Get material to the dumpster, to 100 LF. Three dumpsters, only about 1/2 longer distance.	C.Y.	30.0000	\$25.50	\$765.00	RSM18eFAC L, B P

Preliminary Estimate, by estimates

Estimator: Greg Frer

PW Roof

02 - Existing Conditions

Item	Description	UM	Quantity	Unit Cost	Total	Book
02 - Existing Conditions Total						\$3,990.00

06 - Wood, Plastics, and Composites

13	06-16-36-10-0302	Sheathing, plywood on roofs, CDX, 3/4" thick Plywood as needed for project.	S.F.	120.0000	\$1.60	\$192.00	RSM18eFAC M, L, B	P
06 - Wood, Plastics, and Composites Total						\$192.00		

07 - Thermal and Moisture Protection

14	07-05-05-10-3125	Selective demolition, thermal and moisture protection, roofing, felt paper, 30 lb Removal of existing roof, Sq is 100 square feet, two layers.	Sq.	60.0000	\$10.65	\$639.00	RSM18eFAC L, B	P
15	07-05-05-10-3370	Selective demolition, thermal and moisture protection, roofing, modified bitumen Removal of existing roof, Sq is 100 square feet.	Sq.	60.0000	\$62.00	\$3,720.00	RSM18eFAC L, B	P
16	07-22-16-10-1700	Roof deck insulation, excluding fastening, polyisocyanurate, 2 lbs per C.F., density, 3/4" thick New insulation, no 1/2" in the book.	S.F.	6,000.0000	\$0.60	\$3,600.00	RSM18eFAC Gm, M, L, B	P
17	07-22-16-10-1765	Roof deck insulation, excluding fastening, polyisocyanurate, 2 lbs per C.F., density, tapered for drainage Random tapered insulation as needed for water flow.	B.F.	1,000.0000	\$0.71	\$710.00	RSM18eFAC Gm, M, L, B	P
18	07-26-10-10-0700	Vapor retarders, polyethylene vapor barrier, standard, 4 mil Vaper barrier, Sq is 100 square feet.	Sq.	60.0000	\$13.53	\$811.80	RSM18eFAC Gm, M, L, B	P
19	07-54-19-10-8850	Polyvinyl-chloride roofing (PVC), heat welded seams, reinforced, 48 mils, 0.33 psf, fully adhered with adhesive New roofing material, there is no 50 MIL in the book, include building up on parapet walls and double material at the seams.	Sq.	60.0000	\$221.45	\$13,287.00	RSM18eFAC M, L, E, B	P
20	07-71-19-30-0600	Fascia, steel, galvanized and enameled, stock, no furring, short panels New flashing/coping/counter flashing.	S.F.	690.0000	\$9.36	\$6,458.40	RSM18eFAC M, L, B	P
21	07-71-43-10-0020	Drip edge, rake edge, ice belts, aluminum, .016" thick, 5" wide, mill finish Flashing over termination bars along toothed siding.	L.F.	70.0000	\$1.54	\$107.80	RSM16eFAC M, L, B	P
22	07-72-73-10-0100	Pitch pockets, variable sizes, adjustable, 4" to 7", welded corners, 4" deep Line item is for the extra work for bringing the PVC roof up the curbs and pipes for termination.	Ea.	11.0000	\$19.00	\$209.00	RSM11FAC M, L, B	P
23	07-92-13-20-3900	Caulking and sealant options, polyurethane, 1 or 2 component, bulk, in place, 1" x 1/ Sealing the PVC roofing material on curbs and walls (toothed siding) and coping.	L.F.	250.0000	\$3.00	\$750.00	RSM18eFAC M, L, B	P
07 - Thermal and Moisture Protection Total						\$30,293.00		

Preliminary Estimate, by estimates

Estimator: Greg Frer

PW Roof

Item	Description	UM	Quantity	Unit Cost	Total	Book	
08 - Openings							
24	08-71-21-10-1000	Exterior mouldings, astragals, one piece, overlapping, aluminum, flat, 1/8" x 2"	L.F.	395.0000	\$8.49	\$3,353.55	RSM18eFAC M, L, B P
Line item is for termination bars for roof material for both sides of parapet walls up curbs and along toothed siding.							
08 - Openings Total						\$3,353.55	
22 - Plumbing							
25	22-14-26-13-3900	Roof drains, roof, flat metal deck, cast iron body, 12" cast iron dome, 4" pipe	Ea.	2.0000	\$519.00	\$1,038.00	RSM18eFAC M, L, B P
New roof drain scuppers.							
22 - Plumbing Total						\$1,038.00	
Alternate							
26	01-54-33-40-0170-2	Rent per day for general equipment rental, without operators, aerial lift, telescoping boom, gas, to 40' high, 500 lb. capacity Rental for lift for flashing work. I added per the Means book \$51.45 dollars per hour for 20 hours, divided by 2.5 days is \$411.60 and under the material column is the hourly operating cost of \$18.10 per the Means book divided by 40 hours is \$144.80.	Ea.	2.5000	\$876.40	\$2,191.00	CUSTOM M, L, E, B P
27	01-54-33-40-7620-2	Rent per day for general equipment rental, without operators, vacuum truck, hazardous material, 2500 gallons Line items is for rental of a vac truck/system/labor to remove stone from the roof for 1 day. There is no river rock vacuum truck in the book. I added per the Means book \$51.45 dollars per hour for 48 hours (6 workers for 1 day) is \$2469.6 and under the material column is the hourly operating cost of \$10.80 per the Means book is \$86.40.	Ea.	1.0000	\$2,870.40	\$2,870.40	CUSTOM M, L, E, B P
28	07-22-16-10-1700	Roof deck insulation, excluding fastening, polyisocyanurate, 2 lbs per C.F. density, 3/4" thick Removal of insulation board, used same line item for new but removed the material from the line item, labor only.	S.F.	6,000.0000	\$0.18	\$1,080.00	CUSTOM Grn, L, B P
29	07-71-19-30-0600	Fascia, steel, galvanized and enameled, stock, no furring, short panels Line item is to remove the flashing/coping and also counter flashing into the brick. Line is labor only, material was removed.	S.F.	690.0000	\$4.16	\$2,870.40	CUSTOM L, B P
30	22-14-26-13-3900	Roof drains, roof, flat metal deck, cast iron body, 12" cast iron dome, 4" pipe Remove roof drain scuppers, labor only, material has been removed.	Ea.	5.0000	\$59.50	\$297.50	CUSTOM L, B P
Alternate Total						\$9,309.30	
Estimate Grand Total						76,434.94	

**VILLAGE OF CAROL STREAM
GOVERNMENTAL COMPLIANCE CERTIFICATIONS**

I, Rick Farrag (name), certify that I am employed as the Vice President (title) of Brown & Root Industrial Services LLC (company), a contractor/subcontractor for the work described in the Agreement to which this certificate is attached, and I hereby certify that I am authorized to make this certificate and that I have personal knowledge of the matters certified to herein, and that following certifications are true and correct:

1. Certification under 720 ILCS 5/33E-11

The Company is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code of 1961 or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.

2. Payments to Illinois Department of Revenue

The Company is not delinquent in payment of any taxes to Illinois Department of Revenue – 65 ILCS 5/11-42.1

3. Substance Abuse Prevention on Public Works

The Company has in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and will provide a copy thereof to the Village of Carol Stream prior to commencement of the work on the Project.

4. Illinois Public Works Employment Discrimination Act

The Contract shall be performed in compliance with all requirements of the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01

5. Certified Payroll – Prevailing Wage Act - 820 ILCS 130/5

The Company shall pay not less than the prevailing hourly rate of wages, and the generally prevailing rate of hourly wages for legal holiday and overtime work, as determined by the Illinois Department of Labor and the Village of Carol Stream to all laborers, workers, and mechanics performing work under this Contract. All bonds provided by the Company under the terms of this contract shall include such provisions as will guarantee the faithful performance of the Company's obligations under this clause and under the Prevailing Wage Act, 820 ILCS 130/1 et. seq. Should the Department of Labor revise any prevailing rate of hourly wages, such revised rate shall be applicable to

this Contract; however, in no event shall the increase in any prevailing rate of hourly wages be a basis for a change order or other claim for an increase in the Contract Sum. The Company and each of its subcontractors participating on the Project shall make and keep those records required under Section 5 of the Prevailing Wage Act. The Company and any of its subcontractors shall submit a monthly certified payroll statement to verify the payment of prevailing wages as required under the Prevailing Wage Act.

6. Non-Discrimination: EEOC

The Company is an "equal opportunity employer" as defined by Section 2002(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375 (42 U.S.C., Section 2002(e)); Executive Order No. 11246, 30 F.R. 12319 (1965); Executive Order No. 11375, 32 F.R. 14303 (1967) which are incorporated herein by reference. The Equal Opportunity Clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois is a material part of any contract awarded on the basis of this proposal. The Company shall not discriminate on the basis of race, color, sex, national origin, religion, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service.

7. Human Rights Act

The Company shall perform the Contract in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the Company and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in the Act. The Company shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. The Company and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract.

8. Sexual Harassment Policy

Pursuant to Section 2-105 (A)(4) of the Illinois Human Rights Act, the Company and each subcontractor has adopted and maintains written sexual harassment policies that shall include, at a minimum, the following information:

- (1) the illegality of sexual harassment;
- (2) the definition of sexual harassment under State law;
- (3) a description of sexual harassment, utilizing examples;
- (4) the Company's/subcontractor's internal complaint process, including penalties;

- (5) the legal recourse, investigative and complaint process available through the Department and Commission;
- (6) directions on how to contact the Department and the Commission; and
- (7) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act.

A copy of these policies shall be provided to the Owner or Consultant on request.

9. Drug Free Workplace Act [Only applicable to projects with State Funding]

The Company shall comply with all provisions of the Drug Free Workplace Act, 30 ILCS 850/1 et seq.

10. Compliance with Governmental Regulations

The Company and any subcontractors shall comply with and perform all Work required under the Contract Documents in conformance with all applicable federal, state and local laws, regulations and/or ordinances.

Brown & Root Industrial Services LLC
Firm Name

By: Rick Farrag / Vice President
Name/Title

[Signature]
Signature

SUBSCRIBED AND SWORN to before
me this 30th day April, 2018


Rebecca Lynn Kotter
Notary Public

5/3/18



Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager

FROM: Philip J. Modaff, Director of Public Works 

DATE: April 30, 2018

RE: Agenda Item – Recommendation to Award a Contract for Roof Replacement at the WRC Sand Filter Building to Brown and Root Industrial Services Pursuant to the Provisions of Section 5-8-3(B) and subsection 5-8-14(K) of the Carol Stream Code of Ordinances

The roof on the WRC sand filter building is due for replacement following several years of leaks and sections of standing water due to slumping of the roof material. The FY19 budget provides \$127,500 for this project.

The attached proposal has been secured from Brown & Root, a JOC contractor that the Village has employed for many projects over the past several years, including a number of roof replacement projects. Until recently, Brown & Root's contract services were available under a DuPage County Job Order Contract, but that contract expired in December 2017. Brown & Root also has a National Intergovernmental Purchase Alliance (NIPA) contract for construction maintenance services under a similar JOC arrangement with a governmental unit in Texas (Region 4 Education Service Center). The Village awarded a contract to Brown & Root for tuckpointing services under this contract arrangement in February 2018.

Job Order Contracting (JOC) is similar to joint purchasing of products, where one agency will seek bids for certain products (such as vehicles and road salt) and other governmental agencies are allowed under State statute to take advantage of the contract pricing. The process for selecting a JOC contractor includes a rigorous Request for Proposals (RFP) process which solicits unit pricing on thousands of work types and items. Following a review process of pricing and qualifications of participating contractors a JOC contract is awarded and allows that general contractor to be available for a wide variety of construction projects. Public Works staff provided the JOC contract project manager with a general work scope and the JOC contractor has prepared the attached detailed scope of work and cost proposal.

Staff recommends awarding a contract for roof replacement at the WRC sand filter building to Brown and Root Industrial Services in the amount of \$125,558.84, pursuant to the provisions of Section 5-8-3(B) and subsection 5-8-14(K) of the Carol Stream Code of Ordinances.

Attachments

JOB ORDER CONTRACT

JOB ORDER NUMBER: CS-03-18
JOB ORDER NAME: Village of Carol Stream
WRC Sand Filter Building – Roof Replacement
CONTRACTOR NAME: Brown & Root Industrial Services
LOCATION: Water Reclamation Center (WRC) - 245 Kuhn Road

This JOB ORDER CONTRACT is made and entered into this 7th day of May, 2018, by and between the Village of Carol Stream (hereinafter the “Village”) and Brown & Root Industrial Services (hereinafter “Contractor”).

RECITALS

WHEREAS, Region 4 Education Service Center (Texas) is authorized to work with National Intergovernmental Purchasing Agency (NIPA) in a Principal Procurement Agency (PPA) capacity to secure multi-state volume purchasing contracts; and

WHEREAS Region 4 Education Service Center published Request for Proposal #16-04, received and reviewed proposals and awarded Job Order Contract Number R160402 to Contractor; and

WHEREAS Region 4 Education Service Center on August 23, 2016, approved a contract for the term November 1, 2016 through October 31, 2018; and

WHEREAS, the Village desires to proceed with replacing the roof on the WRC sand filter building (hereinafter referred to as the “Project”) through the Region 4 Education Service Center Job Order Contracting, and to purchase construction services and materials under the general terms and provisions of the Region 4 Education Service Center Contract Number R160402, including all addenda issued thereto; and

WHEREAS, the Contractor has agreed to provide such construction services and materials for the Project under the general terms and provisions of the Region 4 Education Service Center Contract Number R160402, including all addenda issued thereto; and

WHEREAS, the Contractor has provided the Village with a proposal, which proposal has been incorporated into the Detail Scope of Work, Job Order Number CS-03-18, dated April 25, 2018, a copy of which is attached hereto as Exhibit A.

NOW THEREFORE, in consideration of the terms and conditions of this Job Order Contract Number CS-03-18, the parties hereto agree as follows:

1. The terms and conditions of this Job Order Contract Number CS-03-18 shall be governed by and shall include all terms and provisions of the Region 4 Education Service Center Contract Number R160402, including all addenda issued thereto, and shall be incorporated into the terms, conditions and provisions of Job Order Contract Number CS-03-18, between the parties hereto except as modified as follows:

- A. The Scope of Work, including all labor and materials, for this Job Order Contract Number CS-03-18, and the cost of such work is hereby set forth in Exhibit A attached hereto.
- B. Whenever within Job Order Contract Number CS-03-18 the terms Agency, City or Owner are used, those terms shall mean the Village of Carol Stream.
- C. Prior to commencement of construction, Contractor shall provide the Village with both a Payment and Performance Bond in the amount of \$125,558.84 from a surety acceptable to the Village and in accordance with the terms set forth in AIA Document A312TM – 2011.
- D. Prior to commencement of construction, the Contractor shall provide the Village with a Certificate of Insurance for the Insurance and at such limits as set forth in Region 4 Education Service Center Contract Number R160402. The Commercial General Liability and Automobile Liability policies shall contain or be endorsed to contain the Village, its officers, agents and employees as Insured and shall be primary insurance and not contribute with the Village's insurance or self-insurance. The Worker's Compensation insurer shall waive all rights of subrogation against the Village for injuries to employees of the Insured resulting from the work for the Village or use of the Village's premises or facilities.
- E. This Job Order Contract is subject to the provisions of the Prevailing Wage Act, 820 ILCS 130/01 et seq. and labor prices shall be based upon the prevailing wages in the DuPage County area as determined by the Illinois Department of Labor. The Contractor shall indemnify, hold harmless and defend the Village from any failure of the Contractor to comply with the provisions of the Prevailing Wage Act.

- F. Contractor will be required to maintain all records and documents for the project in compliance with the Freedom of Information Act, 5ILCS 140/4 et seq. In addition, Contractor shall produce, without cost to the village, any records which are responsive to a request received by the Village under the Freedom of Information Act so that the Village may provide records to those requesting them within the timeframes required. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Village and if possible, the Village shall request an extension so as to comply with the Act. In the event that the Village is found to have not complied with the Freedom of Information Act, based upon Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorney fees and penalties.
- G. The Contractor shall warrant the Project to be free from defects in materials and workmanship for a period of 1 year from the date of final acceptance of the completed project by the Village; provided however, that all materials that have a manufacturer's warranty in excess of 1 year shall be warranted for the full period of the manufacturer's warranty, which warranty shall be transferred to the Village on the date of final acceptance of the completed project.
- H. The Contractor shall secure all building permits for the Project within ten (10) days after the date of execution of the Contract by both Parties and the Contractor shall substantially complete the Project within forty-five (45) days thereafter.
- I. Payment of 90% of the Contract Price shall be made upon completion of the project and the balance paid within thirty (30) days of completion of any "punch list" items required and final acceptance of the work by the Village. There shall be no Economic Price Adjustments to this Contract.
- J. All notices, certificates, approvals, consents or other communications desired or required to be given hereunder shall be given in writing at the addresses set forth below, by any of the following means: (1) personal service, (2) overnight courier, or (3) registered or certified mail, postage prepaid, return receipt requested.

If to Village: Director of Public Works
Village of Carol Stream
124 Gerzevske Lane
Carol Stream, Illinois 60188

If to Developer: Brown & Root Industrial Services
2400 Bluff Creek Drive, Suite 201
Columbia, Missouri 65201

ACCEPTED:

(Village Seal)

VILLAGE OF CAROL STREAM

Attest:

By: _____
Village Clerk

By: _____
Mayor

(Corporate Seal)

CORPORATE NAME

Attest:

Brown & Root Industrial Services LLC

By: *Belanyze K. Cole*
Secretary

By: *Paul Farrag*
President
Kick Farrag, Vice President

SUBSCRIBED AND SWORN BEFORE ME

This 30th day of April, 2018

MY COMMISSION EXPIRES:

05/31/18
Rebecca Lynn Kotter
NOTARY PUBLIC



5/31/18

The Village of Carol Stream

Attention: Phil Modaff

Date: 25 Apr 18

Project No: CS-03-18

Subject: Sand Filter Building Roof

Contract: Job Order Contracting Services

Mr. Modaff,

Contingent upon receipt of a signed delivery order to formally obligate Brown and Root, this transmits our proposal to accomplish the subject work, inclusive of the attached proposed scope of work and cost estimate.

This work is limited to the removal of the exiting stone, bituminous membrane, insulation (some tapering will be left on the roof for rain pitch), and flashing, and provide and install one layer of 1" rigid insulation or to code, 50MIL white PVC welded roof, and new flashing. Remove and reuse parapet coping. Approximate roof size is 11,000SF.

No other work is implied or covered by this proposal.

Sincerely,



Gregory Frer
Project Leader

Attachments: Cost Summary Sheet
Scope of work
Proposal cost details



Brown & Root

Forged from the Past. Engineered for the Future.

Contract #: R160402
Job Order #: CS-03-18

Brown and Root
Proposal Cover

2400 Bluff Creek Dr, STE 201
Columbia Missouri, 65201
Phone: 573.441.0365
Fax: 573.441.0364

PROJECT DATA:

RFP # CS-03-18
Subject: Cost Estimate
Title: Sand Filter Bldg Roof

Location: Carol Stream
Date: April 25, 2018

COST DATA:

(2018 RS Means Facilities Construction Cost Data)

Base work:	Total RS Means Bare Cost Pricing	\$103,905.03
	DuPage County Coefficient 1.2084	\$125,558.84
	Total Direct Cost	\$125,558.84
	Subtotal	\$0.00
	GRAND TOTAL	\$125,558.84

PERFORMANCE DATA:

Construction Performance Period: **40 Calendar Days From NTP**
Write Subcontracts: **5 Calendar Days From NTP**
Submittals: **5 Calendar Days From NTP**

Weather Restrictions: **According to NOAA per NIPA DuPage County General Conditions**
Other Restrictions: **NONE**

SUPPORTING DATA:

A. Scope Of Work
B. Detailed List of Prepriced Items

Attachment A

SCOPE OF WORK

DATE: 4/25/18
RFP No: CS-03-18
TITLE: Sand Filter Building Roof

- 1.0 In accordance with Brown and Root JOC Specifications, the City of Carol Stream and General and Special Conditions, State and Local Building Codes, the contractor shall furnish all labor, materials, tools, supervision, equipment, transportation, insurances, overhead, and all other items of expense or service necessary for and incidental to construction of this project as indicated on the provided drawings and specifications.

Contract General and Special Conditions are located within the contract Master Agreement.

ALL QUESTIONS OR CONCERNS ARE TO BE DIRECTED TO BROWN AND ROOT VIA Greg Frer at greg.frer@brownandroot.com or by calling 312-617-7570. Contractors are not to inquire or seek information from Architects, Consultants or Carol Stream personnel. All questions or concerns are to be addressed via RFI to Brown and Root.

The work includes but is not limited to the following:

Work will be conducted under normal business hours during the week.

Permits are required but paid for by the customer. This project is based prevailing or union wage and tax exempt.

GENERAL NOTES:

- 1.0.1 After the issuance of a Notice-to-Proceed (NTP) and a signed contract from Brown and Root, subcontractors shall submit for approval all required submittals as listed in the provided submittal log of the project specification, and/or paragraph 3.0 of this document, prior to the purchasing and installation of such items.
- 1.0.2 Prior to the commencement of any work, any and all subcontractors shall submit to Brown and Root their individual progress schedule for approval and for the incorporation into a Master Progress Schedule to be provided to the client for tracking purposes.
- 1.0.3 All contractors will provide Brown and Root with a scope clarification letter that explicitly identifies the task included in their base and or alternate bids where applicable. All contractors will provide Brown and Root with a list of lower tier subcontractors, material suppliers, and employees expected to perform work under their supervision during this project. All contractors will provide Brown and Root with an itemized breakdown of labor and equipment rates to be used if change orders are to be processed and issued.
- 1.0.4 Permits are required on this project.
- 1.0.5 Safety plans shall consider all possible work activities, appropriate safety considerations, and all OSHA and Brown and Root safety rules and regulations. Each contractor must have a current Safety Plan on file with Brown and Root prior to commencing work.

SCOPE OF WORK

DATE: 4/25/18
RFP No: CS-03-18
TITLE: Sand Filter Building Roof

- 1.0.6 Subcontractor shall provide a daily report to Brown and Root at the beginning of the following business day. Brown and Root will provide blank forms to subcontractor to be filled out if necessary.
- 1.0.7 **Daily clean-up is mandatory. Each trade is responsible for the clean up of associated debris.** Remove all debris from the building and place in either an approved on-site dumpster or to an approved landfill located off of the owner's property. No owner trash receptacles shall be used at any time during the performance of the requested work by the subcontractor. All hallways, stairwells, corridors and elevators will be cleaned daily where construction traffic is evident.
- 1.0.8 Subcontractor is responsible for the protection of Carol Stream facilities and services during demolition and construction. Any Carol Stream property, facilities or services damaged during demolition or construction activities it is the sole responsibility of the Subcontractor to restore these to like or better condition at no additional cost to Carol Stream or Brown and Root.
- 1.0.9 Unforeseen Site Conditions encountered by the subcontractor are to be brought to the immediate attention of Brown and Root Project Management Staff. Upon notification, an on site meeting with Carol Stream and Brown and Root Staff will be held to evaluate the situation and determine the appropriate methods and costs associated to remedy the condition. The subcontractor will be allowed an opportunity to price the additional work if needed. It is the responsibility of each performing contractor to receive a Change Order Proposal Request, initiated either by Brown and Root or at the request of the performing contractor, followed by a Change Order Proposal and an approved Change Order prior to commencing work. Failure to comply with this directive will result in the nullification of any Change Order Proposal or Change Order Request for additional work. Unauthorized additional work will not be compensated.
- 1.0.10 Security, safety and storage of all materials and equipment are the sole responsibility of the subcontractor. If an on-site storage container or area is approved, Brown and Root and Carol Stream assume no responsibility for the protection or security of the container, storage area or the contents therein.
- 1.0.11 The subcontractor will coordinate access to the property through Brown and Root, and the subcontractor shall not make any type of arrangements with Carol Stream personnel.
- 1.0.12 Arrangement for parking and/or parking permitting is the responsibility of the subcontractor. The subcontractor shall verify parking conditions of the project site prior to bid.

SCOPE OF WORK

DATE: 4/25/18
RFP No: CS-03-18
TITLE: Sand Filter Building Roof

Included but not limited to:

1.1 Roofing: 07000

- 1.1.1 Full time fall protection requirements are required when working on a leading edge unless a fall arrest rail system is used and within the OSHA guidelines.
- 1.1.2 Provide a crane and crew to hoist material on the roof.
- 1.1.3 Provide dumpsters or waiting truck and remove demolished material from the grounds.
- 1.1.4 Remove or vacuum river rock, cut away existing bituminous sheet material and felt paper, and first layer of insulation that is damaged, existing taper system will stay in place. There will be standing pockets of water as there is now due to all the skylights that impedes sheet flow to strainers.
- 1.1.5 Clean roof and provide and install mechanically fastened one (1) layer of 1" duro-fold iso-board rigid insulation on all flat roof surfaces using screws and plates with staggered seams covering the entire roof meeting the minimum code value, R30, and using some of the existing taper system needed for pitch to strainers. Add taper where needed in between the skylights to try and push water to main areas. Wall drain scuppers are only on one side of the building.
- 1.1.6 Provide and install to manufacturer recommendation approximately 11,000SF, 50 mil, single-ply, thermoplastic white welded PVC, (Duro-Last) along all flat surfaces and up curbs (pre-fabricated), pipes (pre-fabricated), and the side/parapet walls. Membrane to be mechanically fastened every 12" on center at 28" with manufacturer fasteners, stress plates, and ten (10) breather vents. Roof to be inspected by a third party manufacturer's representative for warranty.
- 1.1.7 Membrane will be installed up and over the parapet walls and up skylight faces.
- 1.1.8 Remove existing and provide and install eight (8) durolast scuppers.
- 1.1.9 Remove and reinstall approximately 400LF, existing steel coping from atop parapet walls and add 2-piece clip termination bars on parapet walls and skylights faces.

2.0 DRAWINGS, SKETCHES, AND SPECIFICATIONS:

- 2.1 Clarifications/Special Considerations: No lead or asbestos removal or encapsulation or environmental remediation, curb removal/replacement, or painting is included in this scope of work.
- 2.2 Salvageable/Repairable Materials for Reuse: As specified in the provided specification and drawings.
- 2.3 Submittal Requirements: As required in the provided project specification submittals log, paragraph 1.0.1 of this document, and paragraph 3.0 of this document.
- 2.4 Schedules: All applicable trades shall provide a complete and accurate Progress Schedule to Brown and Root staff within five (5) business days upon receipt of a signed contract with Brown and Root progress Schedule shall reflect actual work in place completion dates to include long lead time and delivery of specialized equipment and material.

SCOPE OF WORK

DATE: 4/25/18
RFP No: CS-03-18
TITLE: Sand Filter Building Roof

- 2.5 Supervisory of Construction: All applicable trades shall provide the name and phone number (cell number) of the on-site superintendent responsible for all on-going work activities as well as a list of all persons scheduled to perform work on site.
- 2.6 Drawings and Sketches: As required by the provided specification in Division 1 General Requirements.
- 2.7 Extra Stock of Material: N/A

3.0 SUBMITTALS:

3.1 Roofing Submittals – Including but not limited to:

- 3.1.1 Membrane product data, warranty from manufacturer, flashing color unless like in kind.
- 3.1.2 Safety Plan-MSDS
- 3.1.3 Schedule of Values
- 3.1.4 Progress schedule
- 3.1.5 Certified payroll submitted weekly
- 3.1.6 List of lower-tier subcontractors (if applicable)
- 3.1.7 List of material suppliers
- 3.1.8 Itemized breakdown of labor and equipment rates
- 3.1.9 Items listed in submittal log of project specification
- 3.1.10 Closeout documents – warranty letters

4.0 Project Documents:

- 4.1 Project Specifications– None
- 4.2 Architectural Documents – None
- 4.3 Plumbing and Fire Protection Documents –None
- 4.4 Mechanical Documents – None
- 4.5 Electrical Documents – None

RSMMeans JOCWorks

Preliminary Estimate, by estimates

Greg Frer
KBR
Sand Filter Bldg. Roof - CS-03-18
Greg Frer

Estimator: Greg Frer

Sand Filter Bldg. Roof

Division Summary (MF04)

01 - General Requirements	\$23,455.35
02 - Existing Conditions	\$7,767.50
03 - Concrete	
04 - Masonry	
05 - Metals	
06 - Wood, Plastics, and Composites	\$320.00
07 - Thermal and Moisture Protection	\$44,530.30
08 - Openings	\$6,197.70
09 - Finishes	
10 - Specialties	
11 - Equipment	
12 - Furnishings	
13 - Special Construction	
14 - Conveying Equipment	
21 - Fire Suppression	
22 - Plumbing	\$519.00
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	
25 - Integrated Automation	

Totalling Components

Subtotal	\$103,905.03
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Material, Labor, and Equipment Totals (No Totalling Components)

Material:	\$36,464.58
Labor:	\$58,425.75
Equipment:	\$9,014.70
Other:	\$0.00
Laborhours:	901.87
Green Line Items:4	\$11,768.30

26 - Electrical	
27 - Communications	
28 - Electronic Safety and Security	
31 - Earthwork	
32 - Exterior Improvements	
33 - Utilities	
34 - Transportation	
35 - Waterway and Marine Transportation	
41 - Material Processing and Handling Equipment	
44 - Pollution Control Equipment	
46 - Water and Wastewater Equipment	
48 - Electric Power Generation	
Alternate	\$21,115.18
Trades	
Assemblies	
FMR	
MF04 Total (Without totalling components)	\$103,905.03

2012 DuPage County, IL IPA JOC Standard (20.8400%)	\$21,653.81
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Priced/Non-Priced

Total Priced Items:	29	\$103,905.03	
Total Non-Priced Items:	0	\$0.00	0.00%
	29	\$103,905.03	

Grand Total **\$125,558.84**

Preliminary Estimate, by estimates

Estimator: Greg Frer

Sand Filter Bldg. Roof

Item	Description	UM	Quantity	Unit Cost	Total	Book
01 - General Requirements						
1	01-21-53-50-1450-L Factors, cost adjustments, add to construction costs for particular job requirements, material handling and storage limitation, add, maximum Line item is for general loss time for elevated work for labor and/or material handling.	Costs	115,766.3900	7.0000%	\$8,103.65	RSM18eFAC L, B P
2	01-54-19-50-0100 Daily crane crews, for small jobs, portal to portal, truck-mounted hydraulic crane. Crane picks for bringing material up and down for duration of the job.	Day	9.0000	\$1,080.00	\$9,720.00	RSM18eFAC L, E, B P
3	01-54-23-80-4000 Staging aids, and fall protection equipment, nylon full body harness, lanyard and rope grab, buy Harnesses for workers for leading edge work.	Ea.	6.0000	\$166.00	\$996.00	RSM18eFAC M, B P
4	01-54-33-40-0100-1 Hourly operating cost for general equipment rental, without operators, aerial lift, telescoping boom, diesel, to 40' high, 500 lb. capacity Hourly operating costs for the lift, 9 days.	Ea.	72.0000	\$11.60	\$835.20	RSM18eFAC E, B P
5	01-54-36-50-2000 Mobilization, up to 25 mile haul distance, 50 miles round trip for mobilization or demobilization crew, truck-mounted crane up to 75 ton, driver only, one-way Vac truck, crane and lifts mob and de-mob.	Ea.	6.0000	\$51.50	\$309.00	RSM11FAC L, B P
6	01-56-13-60-0400 Tarpaulins, reinforced polyethylene, 5.5 mils thick, clear Misc. plastic for the project.	S.F.	250.0000	\$0.19	\$47.50	RSM18eFAC M, B P
7	01-56-23-10-0850 Barricades, stock units, traffic cones, PVC, 28" high Cones for traffic for around the work area and lift areas.	Ea.	16.0000	\$17.75	\$284.00	RSM18eFAC M, B P
8	01-56-23-10-1200 Barricades, guardrail, portable metal with base pads, buy Fall protection for the roofers. Set up and take down is included in the line item.	L.F.	220.0000	\$14.25	\$3,135.00	RSM18eFAC M, B P
9	01-56-23-10-1300 Barricades, barricade tape, polyethylene, 7 mil, 3" wide x 500' long roll Roll of caution tape.	Ea.	1.0000	\$25.00	\$25.00	RSM18eFAC M, B P
01 - General Requirements Total					\$23,455.35	
02 - Existing Conditions						
10	02-41-19-19-0800 Selective demolition, rubbish handling, the following are to be added to the demolition prices. Dumpster, weekly rental, includes one dump per week, 30 C.Y. capacity, 7 tons Dumpsters for project.	Week	5.0000	\$730.00	\$3,650.00	RSM18eFAC M, B P
11	02-41-19-19-2005 Selective demolition, rubbish handling, the following are to be added to the demolition prices. Load, haul, dump and return, 0' to 50' haul, wheeled Get material to the dumpster.	C.Y.	150.0000	\$17.25	\$2,587.50	RSM18eFAC L, B P
12	02-41-19-19-2045 Selective demolition, rubbish handling, the following are to be added to the demolition prices. Load, haul, dump and return, 0' to 100' haul, wheeled Get material to the dumpster, to 100 LF. Three dumpsters, only about 1/2 longer distance.	C.Y.	60.0000	\$25.50	\$1,530.00	RSM18eFAC L, B P

Preliminary Estimate, by estimates

Estimator: Greg Frer

Sand Filter Bldg. Roof

02 - Existing Conditions

Item	Description	UM	Quantity	Unit Cost	Total	Book
02 - Existing Conditions Total						\$7,767.50

06 - Wood, Plastics, and Composites

13	06-16-36-10-0302	Sheathing, plywood on roofs, CDX, 3/4" thick Plywood as needed for project.	S.F.	200.0000	\$1.60	\$320.00	RSM18eFAC M, L, B	P
06 - Wood, Plastics, and Composites Total						\$320.00		

07 - Thermal and Moisture Protection

14	07-05-05-10-3125	Selective demolition, thermal and moisture protection, roofing, felt paper, 30 lb Removal of existing roof, Sq is 100 square feet, two layers.	Sq.	110.0000	\$10.65	\$1,171.50	RSM18eFAC L, B	P
15	07-05-05-10-3370	Selective demolition, thermal and moisture protection, roofing, modified bitumen Removal of existing roof, Sq is 100 square feet.	Sq.	110.0000	\$62.00	\$6,820.00	RSM18eFAC L, B	P
16	07-22-16-10-1705	Roof deck insulation, excluding fastening, polyisocyanurate, 2 lbs per C.F. density, 1" thick Slightly less, no insulation up parapet walls or skylite faces.	S.F.	10,500.0000	\$0.62	\$6,510.00	RSM18eFAC Gm, M, L, B	P
17	07-22-16-10-1765	Roof deck insulation, excluding fastening, polyisocyanurate, 2 lbs per C.F. density, tapered for drainage Random tapered insulation as needed for water flow.	B.F.	2,500.0000	\$0.71	\$1,775.00	RSM18eFAC Gm, M, L, B	P
18	07-26-10-10-0700	Vapor retarders, polyethylene vapor barrier, standard, 4 mil Vaper barrier, Sq is 100 square feet.	Sq.	110.0000	\$13.53	\$1,488.30	RSM18eFAC Gm, M, L, B	P
19	07-54-19-10-8850	Polyvinyl-chloride roofing (PVC), heat welded seams, reinforced, 48 mils, 0.33 psf, fully adhered with adhesive New roofing material, there is no 50 MIL in the book, include building up on parapet walls and double material at the seams.	Sq.	110.0000	\$221.45	\$24,359.50	RSM18eFAC M, L, E, B	P
20	07-72-73-10-0100	Pitch pockets, variable sizes, adjustable, 4" to 7", welded comers, 4" deep Line item is for the extra work for bringing the PVC roof up the curbs for termination.	Ea.	30.0000	\$19.00	\$570.00	RSM11FAC M, L, B	P
21	07-92-13-20-3900	Caulking and sealant options, polyurethane, 1 or 2 component, bulk, in place, 1" x 1/ Sealing the PVC roofing material on curbs and walls and coping.	L.F.	612.0000	\$3.00	\$1,836.00	RSM18eFAC M, L, B	P
07 - Thermal and Moisture Protection Total						\$44,530.30		

08 - Openings

22	08-71-21-10-1000	Exterior mouldings, astragals, one piece, overlapping, aluminum, flat, 1/8" x 2" Line item is for termination bars for roof material for both sides of parapet walls and up the sides of the skylites.	L.F.	730.0000	\$8.49	\$6,197.70	RSM18eFAC M, L, B	P
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Preliminary Estimate, by estimates

Estimator: Greg Frer

Sand Filter Bldg. Roof

08 - Openings

Item	Description	UM	Quantity	Unit Cost	Total	Book
08 - Openings Total						\$6,197.70

22 - Plumbing

23	22-14-26-13-3900	Roof drains, roof, flat metal deck, cast iron body, 12" cast iron dome, 4" pipe New roof drain scuppers.	Ea.	1.0000	\$519.00	\$519.00	RSM18eFAC M, L, B	P
22 - Plumbing Total						\$519.00		

Alternate

24	01-54-33-40-0170-2	Rent per day for general equipment rental, without operators, aerial lift, telescoping boom, gas, to 40' high, 500 lb. capacity Rental for lift for flashing work. I added per the Means book \$51.45 dollars per hour for 40 hours, divided by 2.5 days is \$411.60 and under the material column is the hourly operating cost of \$18.10 per the Means book divided by 40 hours is \$144.80.	Ea.	2.5000	\$876.40	\$2,191.00	CUSTOM M, L, E, B	P
25	01-54-33-40-7620-2	Rent per day for general equipment rental, without operators, vacuum truck, hazardous material, 2500 gallons Line items is for rental of a vac truck/system/labor to remove stone from the roof for 3 days. There is no river rock vacuum truck in the book. I added per the Means book \$51.45 dollars per hour for 144 hours (6 workers for 3 days), divided by 3 days is \$2469.60 and under the material column is the hourly operating cost of \$10.80 per the Means book divided by 24 hours is	Ea.	3.0000	\$2,870.40	\$8,611.20	CUSTOM M, L, E, B	P
26	07-22-16-10-1705	Roof deck insulation, excluding fastening, polyisocyanurate, 2 lbs per C.F. density, 1" thick Removal of insulation board, used same line item for new but removed the material from the line item, labor only.	S.F.	10,500.0000	\$0.19	\$1,995.00	CUSTOM Gr, L, B	P
27	07-71-19-30-0600	Fascia, steel, galvanized and enameled, stock, no furring, short panels Line item is to remove and replace the flashing/coping, it is in good shape and can be reused. Line is labor only, material was	S.F.	1,800.0000	\$4.16	\$7,488.00	CUSTOM L, B	P
28	07-71-19-30-0600	Fascia, steel, galvanized and enameled, stock, no furring, short panels Line item is to remove and replace the flashing/coping, it is in good shape and can be reused for the skylites. Line is labor only, material was removed.	S.F.	128.0000	\$4.16	\$532.48	CUSTOM L, B	P
29	22-14-26-13-3900	Roof drains, roof, flat metal deck, cast iron body, 12" cast iron dome, 4" pipe Remove roof drain scuppers, labor only, material has been removed.	Ea.	5.0000	\$59.50	\$297.50	CUSTOM L, B	P
Alternate Total						\$21,115.18		

Estimate Grand Total 125,558.84

**VILLAGE OF CAROL STREAM
GOVERNMENTAL COMPLIANCE CERTIFICATIONS**

I, Rick Farrag (name), certify that I am employed as the Vice President (title) of Brown & Root Industrial Services LLC (company), a contractor/subcontractor for the work described in the Agreement to which this certificate is attached, and I hereby certify that I am authorized to make this certificate and that I have personal knowledge of the matters certified to herein, and that following certifications are true and correct:

1. Certification under 720 ILCS 5/33E-11

The Company is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code of 1961 or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.

2. Payments to Illinois Department of Revenue

The Company is not delinquent in payment of any taxes to Illinois Department of Revenue – 65 ILCS 5/11-42.1

3. Substance Abuse Prevention on Public Works

The Company has in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and will provide a copy thereof to the Village of Carol Stream prior to commencement of the work on the Project.

4. Illinois Public Works Employment Discrimination Act

The Contract shall be performed in compliance with all requirements of the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01

5. Certified Payroll – Prevailing Wage Act - 820 ILCS 130/5

The Company shall pay not less than the prevailing hourly rate of wages, and the generally prevailing rate of hourly wages for legal holiday and overtime work, as determined by the Illinois Department of Labor and the Village of Carol Stream to all laborers, workers, and mechanics performing work under this Contract. All bonds provided by the Company under the terms of this contract shall include such provisions as will guarantee the faithful performance of the Company's obligations under this clause and under the Prevailing Wage Act, 820 ILCS 130/1 et. seq. Should the Department of Labor revise any prevailing rate of hourly wages, such revised rate shall be applicable to

this Contract; however, in no event shall the increase in any prevailing rate of hourly wages be a basis for a change order or other claim for an increase in the Contract Sum. The Company and each of its subcontractors participating on the Project shall make and keep those records required under Section 5 of the Prevailing Wage Act. The Company and any of its subcontractors shall submit a monthly certified payroll statement to verify the payment of prevailing wages as required under the Prevailing Wage Act.

6. Non-Discrimination: EEOC

The Company is an "equal opportunity employer" as defined by Section 2002(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375 (42 U.S.C., Section 2002(e)); Executive Order No. 11246, 30 F.R. 12319 (1965); Executive Order No. 11375, 32 F.R. 14303 (1967) which are incorporated herein by reference. The Equal Opportunity Clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois is a material part of any contract awarded on the basis of this proposal. The Company shall not discriminate on the basis of race, color, sex, national origin, religion, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service.

7. Human Rights Act

The Company shall perform the Contract in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.*, and that the Company and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in the Act. The Company shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. The Company and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract.

8. Sexual Harassment Policy

Pursuant to Section 2-105 (A)(4) of the Illinois Human Rights Act, the Company and each subcontractor has adopted and maintains written sexual harassment policies that shall include, at a minimum, the following information:

- (1) the illegality of sexual harassment;
- (2) the definition of sexual harassment under State law;
- (3) a description of sexual harassment, utilizing examples;
- (4) the Company's/subcontractor's internal complaint process, including penalties;

- (5) the legal recourse, investigative and complaint process available through the Department and Commission;
- (6) directions on how to contact the Department and the Commission; and
- (7) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act.

A copy of these policies shall be provided to the Owner or Consultant on request.

9. Drug Free Workplace Act [Only applicable to projects with State Funding]

The Company shall comply with all provisions of the Drug Free Workplace Act, 30 ILCS 850/1 et seq.

10. Compliance with Governmental Regulations

The Company and any subcontractors shall comply with and perform all Work required under the Contract Documents in conformance with all applicable federal, state and local laws, regulations and/or ordinances.

Brown & Root Industrial Services LLC
Firm Name

By: Rick Farrag / Vice President
Name/Title

Rick Farrag
Signature

SUBSCRIBED AND SWORN to before
me this 30th day April, 2018

Rebecca Lynn Kotter
Notary Public

5/3/18



Village of Carol Stream

Interdepartmental Memo

TO: Joseph Breinig, Village Manager

FROM: William N. Cleveland, Assistant Village Engineer 

DATE: May 3, 2018

RE: Request to Award Contract – 2018 Asphalt Restorative Sealer

During the recession, the Village began reducing the size of its asphalt overlay program, known as the “Flexible Pavement Project”. This created a larger backlog of pavements that are in an advanced state of deterioration. Some of these problems have been addressed by increasing the size of our pavement patching projects, and restoring funding to the Flexible Pavement Project.

Currently, we have an Asphalt Rejuvenator Project that is used for pavements in good condition less than 10 years old. The product used is known as “GSB-88” and is not appropriate for older pavements. In order to keep these older pavements serviceable until they can be resurfaced with new asphalt, we have proposed use of a restorative sealer known as “CRF” designed to fill the gap between early preventative maintenance and total asphalt replacement.

CRF is a proprietary product that is unable to be competitively bid. Staff therefore investigated and negotiated a proposal based on similar sized contracts in our area. This year we are proposing to apply restorative sealer to about 85,190 SY of residential streets that were paved about 12 years ago, and may need some patching and crackfilling, but are still serviceable.

The negotiated price was \$1.21 per SY (\$0.03 more than last year) for 85,190 SY and a total cost of \$102,850. This maintenance procedure was budgeted at \$537,000 for all restorative, patching and rejuvenation projects in the pavement maintenance portion of the Capital Improvements Program budget. The total for rejuvenation and restorative projects is about \$430,000.00 with the remaining \$107,000 allocated towards the pavement-patching project.

Engineering staff recommends that the 2018 Asphalt Restorative Sealer Project be awarded to CAM, LLC of Sugar Grove at the bid unit prices for \$102,850, pursuant to the provisions of Section 5-8-3(B) and section 5-8-14 (C) of the Carol Stream Code of Ordinances.

Cc: James T. Knudsen, Director of Engineering Services
Jon Batek, Finance Director
Phil Modaff, Director of Public Works
Adam Frederick, Civil Engineer II

Attachment



Mailing address:
PO BOX 87129
300 Daniel Boone Trail
South Roxana, IL 62087

Locations:
300 Daniel Boone Trail, South Roxana, IL 62087
43W630 Wheeler Road, Sugar Grove, IL 60554



May 2, 2018

Bill Cleveland
Village of Carol Stream
505 E. North Ave
Carol Stream, IL 60188
Office: (630) 871 6220
Bcleveland@carolstream.org

Dear Mr. Cleveland,

Corrective Asphalt Materials, LLC, (CAM) thanks you for the opportunity to assist in the Village of Carol Stream's road maintenance program. Please accept the following as our formal proposal to apply CRF Maltene Based Restorative Seal to selected asphalt pavement.

- **Apply CRF to 85,190 SY of asphalt pavement**
- **CAM's responsibilities:**
 - Resident Notification
 - Furnish and apply CRF
 - Furnish and apply lime screenings
 - All traffic control and signs related to project
 - Street sweeping post application
 - Handle any complaints or issues that may arise from application
 - Restripe crosswalks and stop bars where needed
- Unit Price CRF: \$1.21 SY
- Total Price \$102,850

Mark Homco, Project Coordinator will be contacting you to schedule the project.
Info: homco@cammidwest.com , Cell: 630-465-4142

Billing Information (please fill out upon acceptance)

Name : _____ Address: _____

Phone Number: _____

Again, thank you for the opportunity. We look forward to providing our professional services.

Sincerely,

Mark Homco
Project Coordinator
Corrective Asphalt Materials, LLC

Rachel Lang
Business Development
Corrective Asphalt Materials, LLC

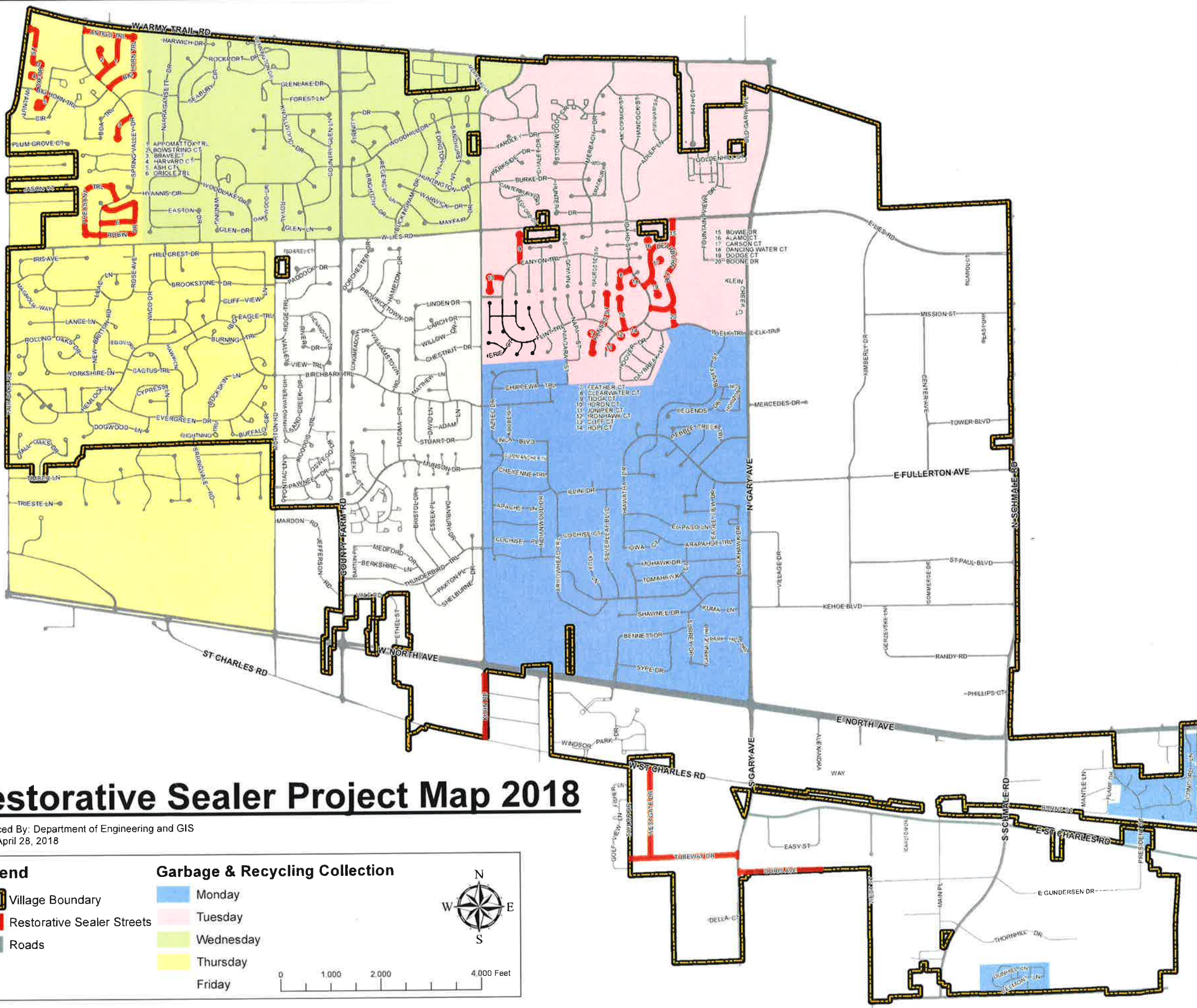
APPROVED BY:

Sign Date



Village of Carol Stream

**Project Total:
85,190 SY & 4.81 mi**



Restorative Sealer Project Map 2018

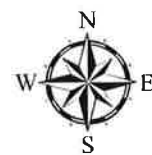
Produced By: Department of Engineering and GIS
Date: April 28, 2018

Legend

- Village Boundary
- Restorative Sealer Streets
- Roads

Garbage & Recycling Collection


- Monday
- Tuesday
- Wednesday
- Thursday
- Friday



0 1,000 2,000 4,000 Feet

Streets	Sq. Yds.
Alamo Ct	1,001
Antigo Trl	3,177
Appomattox Trl	2,725
Ash Ct	2,332
Big Horn Trl	3,716
Boone Dr	1,034
Bow String Ct	1,560
Bowie Dr	1,416
Brave Ct	1,973
Carson Ct	946
Clearwater Ct	2,108
Cliff Ct	2,018
Dancing Water Ct	683
Dearborn Cir	7,408
Dodge Ct	1,291
Doris Ave	3,882
Feather Ct	700
Harvard Ct	883
Hopi Ct	665
Huron Ct	2,043
Ironhawk Ct	653
Juniper Ct	665
Kansas St	3,965
Kuhn Rd	3,918
Oriole Trl	1,874
Oxford St	4,232
Pheasant Trl	6,184
Robin Dr	5,546
Tioga Ct	1,801
Tubeway Dr	8,043
Westgate Dr	6,748

Village of Carol Stream
Interdepartmental Memo

TO: Mayor and Trustees
FROM: Joseph E. Breinig, Village Manager 
DATE: April 27, 2018
RE: Liquor License – Chang’s Hot Wok, 802 W. Army Trail Road

Attached for your review and consideration is an Ordinance reducing the number of Class F Liquor Licenses by one. Peter Chang, owner of Chang’s Hot Wok has notified the Village of his intent not to sell alcoholic liquor as of May 1, 2018.

Staff recommends approval of the attached Ordinance reducing the Class F Liquor Licenses by one with regard to Chang’s Hot Wok, Inc. d/b/a Chang’s Hot Wok located at 802 W. Army Trail Road.

JEB/dk

Attachment

ORDINANCE NO. 2018-05-_____

**AN ORDINANCE AMENDING CHAPTER 11, ARTICLE 2 OF THE CAROL STREAM
CODE OF ORDINANCES BY DECREASING THE NUMBER OF CLASS F LIQUOR
LICENSES FROM 7 TO 6 (CHANG'S HOT WOK INC. D/B/A
CHANG'S HOT WOK, 802 W. ARMY TRAIL ROAD)**

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 Chapter 11, Article 2 of the Carol Stream Code of Ordinances,
Classification of Liquor Licenses, be and the same is hereby amended by decreasing the number
of Class F Liquor Licenses, from 7 to 6 with regards to Chang's Hot Wok Inc. d/b/a Chang's Hot
Wok located at 802 W. Army Trail Road.

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

PASSED AND APPROVED THIS 7th DAY OF MAY, 2018.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Mayor and Trustees
FROM: Tia Messino, Assistant to the Village Manager
DATE: May 2, 2018
RE: Ordinance to License Massage Establishments

Context

The Village has received complaints from residents, businesses, and state agencies regarding illegal services provided at some Carol Stream massage establishments. The Carol Stream Police Department performed sting operations over several years and filed charges on multiple incidents of prostitution. After addressing individual incidents of prostitution and finding limited ability to hold the offending businesses accountable, staff drafted a Massage Establishment Licensing Ordinance to create more effective regulation. Exceptions to this ordinance include outcall massage services without a fixed place of business in Carol Stream, in home massage services, and facilities with a healthcare worker licensed by the state.

Key Components

This ordinance establishes an annual massage business license created to address challenges staff and the Police Department have experienced while interacting with some massage establishments. The ordinance requires either an owner or manager be on site during operating hours and both must pass a fingerprint and background check.

During operating hours, which are restricted to 6:00 AM-10:00 PM, the waiting area must be accessible. The windows to the waiting area may not be covered or opaque. No doors to corridors or individual massage rooms shall be equipped with a lock or shall be obstructed. Customers may not be turned away on the basis of gender.

The ordinance also requires employees be properly clothed and identified in a register book that may be inspected by the Village at any time. No employees may complete a massage without being properly licensed by the state. The ordinance also prohibits sexualized advertising and touching genital areas at massage establishments. The annual license will cost \$500 and there will be a \$150 charge per finger print and background check similar to the liquor license application.

Expected Results

This ordinance is intended to deter prostitution and illegal touching at massage establishments as well as to increase transparency in massage establishment business practices. Massage establishments that violate the ordinance may be subject to criminal charges, fines, and/or revocation of their massage establishment

license. This program is designed to provide staff with accurate contact information for owners and managers, a responsible point of contact on site during business hours, and better information for enforcement. This ordinance will not grant a license to owners or managers with specific criminal convictions including sex offenses, felony violence, and fraud within the last 10 years. Owners and managers may also be denied a license if they have had a massage business license revoked in the last 5 years.

All employed massage therapists will be licensed by the State of Illinois and the Village will have right to inspect their license. All employees, managers and agents of a massage establishment are mandated reporters and shall immediately report to the Carol Stream Police Department within one business day any sexual misconduct that is observed or any allegations of sexual misconduct that are reported.

Implementation Plan

Attached for your review and consideration is an ordinance regulating massage establishments. If this ordinance is approved we will implement a 16 month licensing period beginning September 2018. Future licensing periods will be from January 1 for 12 months. Before the official licensing period begins, staff will assist businesses with understanding the new ordinance and provide courtesy inspections to promote compliance. Staff recommends approval of this ordinance and licensing program.

Attachment

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE VILLAGE OF
CAROL STREAM CODE OF ORDINANCES, CHAPTER 10, BUSINESS LICENSING AND
REGISTRATION, TO ADD A NEW ARTICLE 13 – MASSAGE ESTABLISHMENTS**

WHEREAS, the Village of Carol Stream is a home rule unit under subsection (a) of Section 6 of Article VII of the Illinois Constitution of 1970; and

WHEREAS, Section 6 of Article VII of the Illinois Constitution of 1970 provides that a home rule unit may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to regulate for the protection of the public health, safety, morals and welfare; and

WHEREAS, though massage therapists are licensed by the Illinois Department of Financial and Professional Regulations pursuant to the Massage Licensing Act, 225 ILCS 57/1, the Illinois Department of Financial and Professional Regulations does not regulate massage establishments; and

WHEREAS, prostitution is a problem associated with some massage establishments, and the licensing of massage establishments assists with the prevention of prostitution and the spread of sexually transmitted diseases; and

WHEREAS, the licensing and regulation of massage establishments is a matter pertaining to public health, safety, morals and welfare and is within the government and affairs of the Village of Carol Stream; and

WHEREAS, the Corporate Authorities deem it to be in the best interests of the public to regulate massage establishments.

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: The Carol Stream Code of Ordinances, Chapter 10, “Business Licensing and Regulation” is hereby amended by adding Article 13 entitled “Massage Establishments”, which shall read as follows:

§10-13-1 DEFINITIONS:

For the purpose of this article, the following words and phrases shall have the meanings respectively ascribed to them by this section:

APPLICANT: Any person or entity seeking a massage establishment business license. If it is a corporation or limited liability company, the term shall include any stockholder holding more than five percent (5%) of the stock, and each officer and director. If it is a partnership, it shall include each

partner, including each limited partner. It shall also include the manager or other person principally in charge of the operation of the business.

EMPLOYEE: Any person over eighteen (18) years of age, other than a massage therapist, who renders any service in connection with the operation of a massage business and receives compensation from the operator of the business or patrons.

LICENSEE: The operator of a massage establishment.

MASSAGE: Any method of pressure on or friction against or stroking, kneading, rubbing, tapping, pounding, vibrating, or stimulating of the body with the hands, elbows, feet, or with the aid of any mechanical or electrical apparatus or appliance, with or without rubbing alcohol, liniments, antiseptics, oils, powder, creams, lotions, ointments, or other similar preparations used in this practice, under such circumstances that it is reasonably expected that the person to whom treatment is provided, or some third party on such person's behalf, will pay money or give any other consideration or gratuity.

MASSAGE ESTABLISHMENT: Any establishment having a fixed place of business where any person, firm, association or corporation engages in or carries on, or permits to be engaged in or carried on, a business of providing massages.

MASSAGE THERAPIST: Any person who, for any consideration or gratuity whatsoever, engages in the practice of massage and is licensed by the State of Illinois.

OUTCALL MESSAGE SERVICE: Any business, a function of which is to engage in or carry on massages at a location designated by the customer or patron rather than at a massage establishment.

PATRON: Any person who is offered or receives a massage under such circumstances that it is reasonably expected that he or she will pay money or any other consideration for such massage.

SEXUAL MISCONDUCT: Any unwelcome behavior of a sexual nature that is committed without consent or by force, intimidation, coercion, or manipulation.

SEXUAL OR GENITAL AREA: Genitals, pubic area, anus, or perineum of any person, or the vulva or breasts of a female.

STATE LICENSE: A valid license issued pursuant to the Illinois Massage Licensing Act, 225 Illinois Compiled Statutes 57/1 et seq.

§10-13-2: MESSAGE BUSINESS LICENSE REQUIRED:

- A. Massage Business License Required; Exceptions: No person or entity shall operate a massage establishment unless that person has a valid massage establishment business license issued by the Village pursuant to the provisions of this article for each and every separate office or place of business in the Village. However, where individuals possessing the license required in subsection B of this section, perform massage in their own homes or as an outcall massage service without a massage establishment in Carol Stream, no massage business license shall be required for that

home. When a licensee performs massage in his or her own home, the requirements of the Carol Stream zoning code pertaining to home occupations shall apply. All massage establishments within the village shall be licensed on or before September 1, 2018, which licenses shall expire on December 31, 2019. Thereafter, all licenses shall be due on or before January 1 of each year and will terminate on December 31 following such issuance, unless sooner suspended or revoked.

- B. State License Required: No person shall engage in massage for compensation or other consideration, unless the person has a valid state license issued pursuant to the Massage Licensing Act, 225 ILCS 57/1 et seq.

§10-13-3: APPLICATION FOR MASSAGE ESTABLISHMENT BUSINESS LICENSE:

- A. Every applicant for a license to maintain, operate, or conduct a massage establishment shall file an application, under oath, with the Village of Carol Stream upon a form provided by the Village Clerk and pay a nonrefundable annual license fee, in the amount set forth in Section 10-1-19 of this Chapter. Copies of the massage establishment business license application shall be forwarded to the Director of Community Development. The Director of Community Development shall, within thirty (30) days of receiving a complete application, cause an inspection of the premises proposed to be operated as a massage establishment and upon inspection, shall prepare a written report concerning compliance with the applicable regulations. The complete application, once accepted, shall also be referred to the Police Department by the Village Clerk for investigation. The Police Department will perform the required criminal record check. Background investigations shall require the submission of fingerprints for the owner/applicant/s and the manager/s. The cost of the criminal record check and cost of fingerprint submissions shall be borne by the applicant.

- B. Each application shall contain the following information:

1. The name under which the business will be conducted and a complete statement of the service or services to be provided.
2. The location, mailing address and all telephone numbers where the business is to be conducted. If the premises is leased, the name and address of the owner of the premises, and if the premises is held in a trust, the names and addresses all owners of the beneficial interest in the trust. A copy of the lease for the premises shall also be provided.
3. Federal employer identification number (FEIN) and state of Illinois business tax number (IBT).
4. The name and residence address of each applicant (all provisions which refer to applicant include an applicant which may be a corporation, limited liability company or partnership).
 - a. If applicant is a corporation or limited liability company, the term applicant includes each of the officers, directors, member or manager of the corporation or company and of each stockholder owning more than five percent (5%) of the stock of the corporation or company.

- b. If applicant is a partnership, the term applicant includes each of the partners including limited partners.
 - c. If the applicant is a corporation, Limited Liability Company or partnership, the business address of the partnership, if different from the address of the massage establishment shall be provided.
5. The two (2) previous addresses immediately prior to the present address of each applicant.
 6. Proof that each applicant is at least eighteen (18) years of age.
 7. Copy of a government issued photo identification, such as a driver's license or State of Illinois Identification for each applicant.
 8. One portrait photograph of each applicant at least two inches by two inches (2" x 2") and a complete set of applicant's fingerprints shall be taken by the chief of police or his/her agent. If the applicant is a partnership, limited liability company, or corporation, the chief of police shall have the right to require fingerprints of any and all officers, shareholders, directors, partners, members, managers or agents of the entity along with the fee for each.
 9. Business, occupation, or employment of each applicant for the three (3) years immediately preceding the date of application.
 10. The massage or similar business license history of the applicant; whether such person, in previously operating in this or another municipality, county or state, has had a business license revoked or suspended, the reason for the revocation or suspension, and the business activity or occupation subsequent to such action of suspension or revocation.
 11. All criminal convictions other than misdemeanor traffic violations, including the dates of convictions, nature of the crimes and place convicted for each applicant.
 12. The name and residence address of each person who shall be employed as massage therapists, managers, assistant managers or any other persons principally in charge of the operation of the business, whether such persons are employees or independent contractors. Each application shall be accompanied by a copy of the state license issued by the state of Illinois authorizing the practice of massage therapy under the Massage Licensing Act, 225 ILCS 57/1 et seq. Each application shall also be accompanied by a copy of a photo identification card such as an Illinois driver's license or Illinois identification card for each massage therapist, manager, assistant manager or any other person principally in charge of the operation of the business. The business license holder shall provide the information required herein for every new employee or independent contractor employed, to the Village Clerk, at least ten (10) business days prior to the person beginning work at the premises.
 13. The name and address of any other business owned or operated by any person whose name is required to be given as an applicant as provided in subsection B.4. of this section.

14. A description of any other business to be operated on the same premises or on adjoining premises owned or controlled by the applicant.
 15. Authorization of the Village, its agents and employees to seek information and conduct an investigation into the truth of the statements set forth in the application and the qualifications of the applicant for the permit. Authorization for the Village or its agents to inspect the premises.
 16. Such other identification and information necessary to discover the truth of the matters required to be set forth in the application.
- C. Upon the completion of the above provided form and the furnishing of all foregoing information, the Village Clerk shall accept the completed application for the necessary investigations. The holder of a massage establishment license shall notify the Village Clerk of each change in any of the data required to be furnished by this section within ten (10) days after such change occurs.

§10-13-4: ISSUANCE OF LICENSE FOR A MASSAGE ESTABLISHMENT:

The Village of Carol Stream shall issue a license for a massage establishment if all requirements for a massage establishment described in this article are met unless it finds one or more of the following:

- A. The license application is incomplete, is missing required documentation, or the correct license fee or other fees or fines owed to the Village of Carol Stream have not been tendered to the Village.
- B. The operation, as proposed by the applicant, if permitted, would not comply with all applicable laws, including, but not limited to, the Village's building, zoning, and health regulations.
- C. The applicant or employees, other than massage therapists, have been found guilty of any of the following offenses or found guilty of an offense outside the state of Illinois that would have constituted any of the following offenses if committed within the state of Illinois:
 1. An offense involving the use of force and violence upon the person of another that amounts to a felony.
 2. An offense enumerated in any provision of article 11, entitled "sex offenses", of the Illinois criminal code, 720 Illinois Compiled Statutes 5/11-1 et seq., as amended from time to time.
 3. Any offense involving possession or delivery of a controlled substance or other illegal drug offense that amounts to a felony.
 4. A felony offense enumerated in article 24, deadly weapons, of the Illinois Criminal Code, 720 Illinois Compiled Statutes 5/24-1 et seq., as amended from time to time, or any other offense that involves the use of weapons.
 5. Any crime of moral turpitude. The Village of Carol Stream may issue a license to any person found guilty of (or whose employees, other than massage therapists, have been found guilty

of) any of the crimes described in subsections C1 through C4 of this section only if it determines that such finding of guilt occurred more than ten (10) years prior to the date of the application and the individual has had no subsequent felony findings of guilty of any nature and no subsequent misdemeanor findings of guilty for a crime or crimes set forth in this section. Further, for the purpose of this section, any finding of guilty, including an order resulting in supervision, shall apply.

- D. Any applicant has knowingly made any false, misleading or fraudulent statement of fact or failed to disclose or attempted to conceal required information or a fact in the license application or in any other document required by the Village.
- E. Any applicant has had a massage business, massage therapy or other similar permit or license denied, revoked or suspended by the Village or any other state, county or local agency within five (5) years prior to the date of the application.
- F. Any applicant is not eighteen (18) years of age or older.
- G. Copies of the state licenses of persons, who will be providing massage services at the business establishment, including outcall services, have not been provided.
- H. The business is licensed as a sexually oriented business as defined in 10-10-3 DEFINITIONS.

§10-13-5: APPROVAL OR DENIAL OF APPLICATION:

The Village of Carol Stream, through the Village Clerk or designee shall act to approve or deny an application for a license under this article within a reasonable period of time and in no event shall the Village of Carol Stream act to approve or deny said license later than ninety (90) days from the date that a full and complete application was filed with the Village.

§10-13-6: POSTING OF LICENSE; PHOTO IDENTIFICATION CARD:

- A. The state licenses issued to each massage therapist shall be posted in the reception area for patrons, or in the therapist's work area and shall be available for immediate inspection.
- B. The Village's Paper Massage Business License shall be posted in a publicly viewable area and the Village's Sticker Massage Business License shall be posted in a front window.
- C. In the event of the loss or destruction of a license issued pursuant to this article, upon written application to the Office of the Clerk, and payment of a fee of \$5, a duplicate license will be issued, noting it is a reissued license.
- D. Every massage therapist shall possess a government issued photo identification card while on the licensed premises and produce such identification card upon request of any representative of the Village of Carol Stream.

- E. To provide outcall massage service, the massage therapist must possess a government issued photo identification card and state license in the name of the individual providing the service.
- F. Every manager, assistant manager or other person principally in charge of the operation of the business shall possess a government issued photo identification card while on the licensed premises and produce such identification card upon request of any representative of the Village of Carol Stream.

§10-13-7: REGISTER OF EMPLOYEES:

The licensee or person designated by the licensee of a massage establishment shall maintain a register of all persons employed at any time, including massage therapists, along with their current photographs and a copy of their licenses. Such register shall be available at the massage establishment to representatives of the Village of Carol Stream during regular business hours.

§10-13-8: REVOCATION OR SUSPENSION OF LICENSE:

- A. Any license issued for a massage establishment may be revoked or suspended by the Village of Carol Stream after notice and a hearing by the Mayor or designee, for good cause, or in any case where any of the provisions of this article are violated or where any employee of the licensee, including a massage therapist, is engaged in any conduct which violates any of the state or local laws or regulations at licensee's place of business. Such license may also be revoked or suspended by the Village of Carol Stream after notice and hearing, upon the recommendations of the inspector that such business is being managed, conducted or maintained without regard to proper sanitation and hygiene.
- B. Notice of the hearing for revocation of a license or permit shall be given in writing, setting forth specifically the grounds of the complaint and the time and place of the hearing. Such notice shall be sent by certified mail (return receipt requested) to the licensee or permittee at his or her last known address, at least three days prior to the date set for the hearing. Notice will also be posted on a public bulletin board and the Village website no less than 48 hours before the hearing. A stenographic or electronically recorded record of the hearing shall be kept. The Village shall pay the cost of attendance fees of the reporter and the costs of the transcript, if such transcript shall be ordered by the Village. The licensee or permittee shall pay the cost of any transcript ordered by him or her.
- C. Within a reasonable time after the conclusion of the hearing, but not later than 30 days after such conclusion, the Mayor shall file a written decision in which he or she has summarized the evidence and has stated the reasons for his or her decision. If a license has been revoked for any cause, no license shall be granted to any person for the conduct of the business of a massage establishment at that location for a period of twelve (12) months.
- D. No person shall destroy, obliterate, take, remove or carry away without the consent of the owner any license, certificate, plate or sticker which has been issued by the Village, except when such license, certificate, plate or sticker has been discontinued or the licensed premises have been

abandoned. Nothing herein shall prevent the Mayor or his or her duly authorized representative from removing any license, certificate, plate or sticker from the possession of a former licensee, his or her premises, any vehicle or any machine when such license has been revoked under the provisions of this code.

§10-13-9: REVOCATION OF MASSAGE THERAPIST LICENSE:

A massage therapist license issued by the state may be revoked or suspended in accordance with the Illinois Massage Licensing Act, 225 Illinois Compiled Statutes 57/1 et seq., as it may be amended from time to time. The Chief of Police shall report any and all suspected violations to the department of professional regulation.

§10-13-10: FACILITY REQUIREMENTS:

Every location for which a massage establishment license is sought shall, in addition to meeting all other Village regulations, comply with the following:

- A. The minimum number of plumbing fixtures shall be provided and maintained as required by code.
- B. The establishment will comply with all building, property maintenance, and fire codes.

§10-13-11: OPERATING REQUIREMENTS:

- A. Prices for all services shall be prominently posted in the reception area in a location available to all prospective customers on a placard of at least 8 inches by 10 inches.
- B. All employees, including massage therapists, shall wear nontransparent outer garments.
- C. The sexual or genital areas of patrons must be covered with nontransparent towels, cloths, or undergarments when in the presence of an employee or massage therapist.
- D. No massage therapist, employee, or licensee shall perform, offer, or agree to perform any act, which shall require the touching of a patron's sexual or genital area.
- E. Any reception or waiting area shall be open to the public and visible from outside of the immediate entrance of establishment, e.g., storefront windows and any entrance door shall be transparent and unobstructed. Any exterior windows or doors with a view to the waiting area or reception area must be free of any posting or material that would obstruct the view of the waiting area or reception area from the outside of the establishment. No massage establishment shall be equipped with tinted or one-way glass in any room or office. No doors to corridors or individual massage rooms shall be equipped with a lock or shall be obstructed.
- F. No massage establishment granted a license under the provisions of this article shall place, publish or distribute or cause to be placed, published or distributed any advertisement, picture, or statement which is known or through the exercise of reasonable care should be known to be false,

deceptive or misleading in order to induce any person to purchase or utilize any professional massage services.

- G. No massage establishment granted a license under the provisions of this article shall depict, place, publish, distribute, or cause to be depicted, placed, published, or distributed any advertising matter that suggests to prospective patrons that any services are available other than those services permitted by this article, or which would suggest that employees or massage therapists are dressed in any manner other than that permitted by this article.
- H. No advertising will suggest or describe the physical characteristics of employees or massage therapists.
- I. No person shall be denied a massage or access to the massage establishment because of gender.
- J. No massage establishment or employee of any massage establishment may display or offer to others any novelties, instruments, devices, or paraphernalia that are designed primarily for use in connection with specified sexual activities or that give the appearance of or simulate any of the specified anatomical areas.
- K. An owner or manager of the massage establishment must be present during all operating hours.

§10-13-12: PERSONS UNDER AGE EIGHTEEN PROHIBITED ON PREMISES:

It shall be unlawful to permit any person under the age of eighteen (18) years to be offered or receive a massage at any massage business establishment unless accompanied by, or with written consent of, a parent or legal guardian.

§10-13-13: ALCOHOLIC BEVERAGES PROHIBITED:

No person shall sell, give, dispense, provide or keep, or cause to be sold, given, dispensed, provided or kept, any alcoholic beverage on any premises used in any way for or by a massage business, patron or massage therapist.

§10-13-14: HOURS:

No portion of any business premises used in any way for or by a massage business shall be kept open for any purpose between the hours of ten o'clock (10:00) P.M. and six o'clock (6:00) A.M.

§10-13-15: EMPLOYMENT OF MASSAGE THERAPIST:

No person shall employ, as a massage therapist, any person unless the employee has obtained and has in effect a state license issued by the Illinois department of professional regulation pursuant to the Illinois Massage Licensing Act, 225 Illinois Compiled Statutes 57/1 et seq., as it may be amended from time to time. Or a reciprocal license as defined by 225 ILCS 57/1 et seq.

§10-13-16: INSPECTIONS REQUIRED:

Upon issuance of a massage establishment business license, in addition to the inspection requirements of this article, the licensee shall provide any representative of the Village with reasonable opportunity to inspect the premises for which the license is issued and to interview the licensee's agents and employees for the purpose of determining that the provisions of this article and other applicable ordinances and state and federal laws are being complied with. It shall be unlawful for any person to fail to allow any representative of the Village access to the premises of the massage establishment or to hinder such access in any manner.

§10-13-17: UNLAWFUL ACTS:

- A. It shall be unlawful for any person, in a massage establishment, to place his or her hand or hands upon, to touch with any part of his or her body, to fondle in any manner, or to massage, a sexual or genital area of any other person.
- B. It shall be unlawful for any person, in a massage establishment, to expose his or her sexual or genital area to any other person. It shall also be unlawful for any person, in a massage establishment, to expose the sexual or genital area of any other person.
- C. It shall be unlawful for any person, while in the presence of any other person in a massage establishment, to fail to conceal with a fully opaque covering, the sexual or genital area of his or her body.
- D. It shall be unlawful for any person to perform, offer or agree to perform any act which shall require the touching of a patron's sexual or genital area or any unlawful act, as defined in 720 Illinois Compiled Statutes 5/11-14, 5/11-14.1, 5/11-14.3, and 5/11-14.4, which are incorporated as now or hereafter amended.
- E. It shall be unlawful for any person owning, operating or managing a massage establishment, to cause, allow or permit in or about such massage establishment, any agent, employee or any other person under his or her control or supervision to perform such acts prohibited in subsection A, B, C or D of this section.
- F. It shall be unlawful for any licensee under this article to administer or permit massage within the Village, except within the establishment licensed to carry on such business under this article or as outcall massage service.
- G. It shall be unlawful for any massage service to be carried on within any cubicle, room, booth or any area within a massage establishment, which is fitted with a door capable of being locked. Toilets and cubicles used solely for the application of liquid and vapor baths shall be clearly marked as to purposes on the exterior door or curtain of the cubicle, room or booth. Nothing contained in this article shall be construed to eliminate any other regulation concerning the maintenance of premises, or to preclude authorized inspection of any premises, whenever such inspection is deemed appropriate by the Carol Stream Police Department.

§10-13-18: MASSAGE ESTABLISHMENT LICENSE; EXEMPTIONS:

The massage establishment license shall not be required for hospitals, nursing homes, sanatoriums, or any facility at which a healthcare worker duly licensed by the state of Illinois provides, on an ongoing basis, professional health services to individuals, including, but not limited to, the offices of an occupational therapist licensed under the Illinois Occupational Therapy Practice Act, 225 Illinois Compiled Statutes 75/1 *et seq.*; a physical therapist licensed under the Medical Practice Act, 225 Illinois Compiled Statutes 60/1 *et seq.*; a chiropractor licensed under the Medical Practice Act, 225 Illinois Compiled Statutes 60/1 *et seq.*; and a naprapath listed under the Illinois Naprapathic Practice Act, 225 Illinois Compiled Statutes 63/1 *et seq.*

§10-13-19: SALE OR TRANSFER OR CHANGE OF LOCATION:

No license issued under the provisions of this Article is transferable. Upon sale, transfer or relocation of a massage establishment, the license shall be null and void and a new license required. Upon the death or legal incapacity of the licensee or any co-licensee of the massage establishment, any heir or beneficiary of a deceased licensee, or any legal guardian of an heir or beneficiary of a deceased licensee, or any legal guardian of any legally incapacitated licensee, may continue the business of the massage establishment for a reasonable period of time not to exceed sixty (60) days to allow for an orderly transition and application for a new license.

§10-13-20: NAME AND PLACE OF BUSINESS:

No person granted a license pursuant to this article, shall operate the massage establishment under a name not specified in the license, nor shall the person conduct business under any designation or location not specified in the license, except that the location for outcall massage service need not be specified on the license.

§10-13-21: JOINT AND SEVERAL LIABILITY:

Any act or failure to act of an employee, a person performing massage at or on behalf of a massage establishment, or an agent of the licensee with respect to the licensed business shall be deemed to be the act of the licensee. The licensee and individual committing a violation are jointly and severally liable for any fines or penalties assessed pursuant to this article.

§10-13-22: PUBLIC NUISANCE:

It is determined and declared by the corporate authorities to be a public nuisance and a menace to the health, safety and welfare for any person, firm association or corporation to establish, operate, or maintain a massage establishment, whether open to the public generally or operated as a private or semi-private club, within the village where any massage therapist, employee or patron touches, rubs, strokes, kneads, massages, fondles, or manipulates the genital area of any other person or exposes his or her sexual or genital area to any other person for the purpose of sexual arousal and/or sexual gratification. Touching of the genital area by a licensed physician, chiropractor, osteopath, or nurse for the purpose of medical examination or treatment shall not constitute a public nuisance hereunder.

§10-13-23: DUTY TO REPORT:

All employees, managers and agents of a massage establishment are mandated reporters and shall immediately report to the Carol Stream Police Department within one business day any sexual misconduct that is observed or any allegations of sexual misconduct that are reported.

§10-13-24: VIOLATION AND PENALTY:

Any person violating any provisions of this article shall be punished by a fine as determined by the Carol Stream Code of Ordinances 15-4-5 INDEX OF MINIMUM FINES. Penalties for ordinance violations may also be determined by administrative adjudication. A separate offense shall be deemed committed each time on each day during or on which violation occurs or is permitted to occur.

SECTION 2:

The Carol Stream Code of Ordinances, Chapter 10, “Business Licensing and Regulation”, Article 1, “Administration”, Section 10-1-19, “Fee Schedule”, is hereby amended by adding to such section the following:

Article 13 Massage Establishment License \$500/year plus \$150 per criminal background check

SECTION 3:

Those sections, paragraphs and provisions of Chapter 10 of the Carol Stream Code of Ordinances which are not expressly amended or repealed by this Ordinance are hereby re-enacted, and it is expressly declared to be the intention of this Ordinance not to repeal or amend any portion of the Carol Stream Code of Ordinances other than those expressly amended or repealed in Section 1 of this Ordinance.

SECTION 4: The invalidity of any section or provision of this Ordinance hereby passed and approved shall not invalidate other sections or provisions thereof.

SECTION 5: This Ordinance shall be in full force and effect from and after its passage and approval by law.

PASSED AND APPROVED THIS _____ DAY OF _____, 2018

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

Laura Czarnecki, Village Clerk

Village of Carol Stream Interdepartmental Memo

TO: Joe Breinig, Village Manager
FROM: Marc Talavera, Information Technology Director (W)
DATE: April 30, 2018
RE: 2018-19 Intergovernmental Agreement of Information Technology Services between the Carol Stream Library and the Village of Carol Stream

Staff seeks approval of an intergovernmental agreement between the Village of Carol Stream and the Carol Stream Public Library for IT services.

In 2017 the Village of Carol Stream Information Technology Director had assisted the Carol Stream Library staff with the technical interviews for their vacant technology support position. The Village's role in the interview process was to qualify the technical abilities of the applicants and provide feedback to the Library Director. During this process several challenges were identified.

- 1) Recruitment was low
- 2) Available IT talent was not meeting the Library's requirements
- 3) Qualified applicants required considerably higher compensation than was expected or budgeted

From these challenges a unique opportunity presented itself for both the Carol Stream Library and the Village of Carol Stream. With the Village's IT department sufficiently staffed with technical personnel of varying levels, consideration was given to both parties entering an IGA where the Village would provide IT services to the Library. With this arrangement, the Library would benefit by having an IT department that far exceeds their existing capabilities.

In order for the arrangement to be mutually beneficial, staff recognized the agreement needed to be cost neutral and current service levels could not be negatively impacted, in fact, they had to improve. Staff presented the concept to the Board at the November 20th 2017 special workshop meeting. At that time the intention was to gauge interest, but no formal agreement had been drafted.

The recommended IGA requires the Library to provide full funding for an additional Village IT staff member. This staff member would be used to augment our team to ensure existing service levels are not impacted while supporting the Library's technical needs. Library support will be addressed in the same manner as the other Village departments. A triaged, priority based tactic will be implemented allowing all technical staff members to work where needed on the most critical issues. The added individual will not be dedicated to the Library, rather they will be dedicated to support, wherever needed. With this approach, all supported departments benefit from the additional team member. Furthermore, increasing the staff reduces the individual staff members cumulative support call total. This affords the IT department the opportunity to focus on best practices of technology management and modernizing operations. Focus can be given to Village wide technology training, education, process improvements, extended support hours and technical documentation as a start.

Considering the agreement has a 5-year term that can be terminated at any time without cause, staff has elected to initially fill the position using contract help rather than adding a Village employee. This approach minimizes permanent staffing risks if the agreement is terminated. Other considerations surround the support maintenance of their networking environments and applications. Although there are costs savings that can be realized by sharing common infrastructure or applications (internet connections, virtual environments, etc.) at this time there are no intentions of sharing applications, hardware or infrastructure. The Library network will be maintained and supported as a completely separate entity.

The opportunity presented is unique and provides all parties involved with a better technology experience. The Village, while greatly improving its service capabilities, will have done so without increasing cost. Staff requests the approval of the intergovernmental agreement between the Village of Carol Stream and the Carol Stream Public Library for IT services.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF
CAROL STREAM AND THE CAROL STREAM LIBRARY FOR
INFORMATION TECHNOLOGY SERVICES**

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 the Carol Stream Library for Information Technology services.

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 be and the same are hereby authorized to execute the agreement, in the appropriate form, attached hereto as Exhibit "A".

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 7th DAY OF MAY, 2018.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
VILLAGE OF CAROL STREAM AND THE CAROL STREAM LIBRARY
FOR INFORMATION TECHNOLOGY SERVICES**

This Intergovernmental Agreement ("Agreement"), is made and entered into this 18th day of April, 2018 by and between the VILLAGE OF CAROL STREAM, an Illinois municipal corporation (hereinafter referred to as the "Village"), and the CAROL STREAM PUBLIC LIBRARY, a body politic and corporate (hereinafter referred to as "Library"):

Witnesseth:

WHEREAS, the Village and the Library wish to enter into an intergovernmental agreement ("IGA") wherein the Village agrees to perform Information Technology Services ("IT Services") for the Library; and

WHEREAS, the Village is willing to provide IT Services, in accordance with the terms and conditions hereinafter set forth; and

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), provide that local units of government may contract with one another to perform any activity authorized by law; and

WHEREAS, the Village and Library wish to enter into an agreement with each other concerning the provision of IT Services by the Village for the Library.

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

1. **Contracted Services:** The Village shall perform information technology services, support and functions as further described in the Scope of Services attached hereto as Exhibit "A" (the "Services"). The Library shall assign a representative ("Library Representative") to provide direction to the Village with respect to the Services to be provided hereunder. The Village shall have the right to modify the terms of the Scope of Services at any time with advanced notice to the Library. The Village shall notify the Library, in writing, if the Scope of Services is to be

modified and the Library shall have the right to reject the modifications and terminate this Agreement by notifying the Village, in writing, within ten (10) business days of the notice of modification. If the Library fails to notify the Village of termination, in writing, within ten (10) business days of being notified of any modifications, the Library shall be deemed to have accepted the modifications.

2. Independent Contractor. The Village shall be an independent contractor and nothing within this Agreement shall be construed to create a joint venture, partnership, agency or other employment relationship between the Parties. The Village will be solely responsible for the payment of compensation to its employees, including all applicable federal, state and local employment taxes. The Village shall not be authorized to transact business, enter into agreements or otherwise make commitments on behalf of the Library, unless expressly authorized in writing by the Library Director in a manner consistent with the Library's General Purchasing and Contracting policy.

3. Compensation: The Library will pay to the Village the amount of \$7,512.66 per month for services from June 1st, 2018 through April 30th, 2019. The Village may increase the compensation for services on each annual anniversary date by an amount not to exceed five (5%) percent, for so long as this Agreement remains in effect. Such sum shall be paid monthly in advance. In addition, the Library shall reimburse the Village for its actual out-of-pocket expenses as reasonably incurred in connection with the performance of the Services. Such reimbursable expenses shall include but not limited to: training and travel expenses, over time, contractor expenses. All compensation hereunder shall be due and payable in accordance with the Local Government Prompt Payment Act. 50 ILCS 505/1 et seq. The Library agrees to make such appropriations as are necessary to fully fund the services to be provided hereunder.

4. Term; Cancellation:

A. The initial term of this Agreement shall be for a period of five (5) years, with the second through fifth years commencing on May 1st. At the conclusion of the initial term, this agreement shall renew annually thereafter on May 1st, unless terminated earlier in accordance with the terms of this agreement.

- B. Either Party shall have the option to terminate this Agreement, without cause, by providing ninety (90) days notice of its intent to terminate without cause.
- C. This Agreement may be terminated for cause, as defined in Paragraph 12, at any time provided that the breaching Party is provided an opportunity to cure the alleged breach in the manner set forth in Paragraph 12 E.
- D. Upon termination, the Village shall be entitled to payment for all work performed prior to termination and the Village shall reimburse at termination any fee paid by the Library for which no services were delivered.

5. **Compatibility:** Both Parties recognize that for efficiency of service and network security, certain upgrades in equipment and programs will need to be undertaken by the Library during the term of this Agreement or subsequent agreements. The Village agrees to inform the Library of necessary upgrades in as timely a fashion as possible. Subject to the availability of funds, the Library agrees to take such steps as are necessary to upgrade equipment and programs to ensure the proper functioning of its information technology system. The Library understands that the Village may terminate this Agreement, pursuant to the terms of Paragraph 6, if the upgrades recommended by the Village are not funded or approved by the Library.

6. **Library Responsibilities.** The Library shall be responsible for the following:

- A. Ensuring that the Library Representative has the necessary business and application knowledge and can convey it to the Village's employees providing the Services hereunder.
- B. Providing ready access to all appropriate computing platforms, documentation (e.g. programs sources, copybooks, tables subroutines, etc.), and personnel (i.e. end users and technical representatives) necessary to fully understand the Library's systems and environment throughout the term of the Agreement.
- C. Providing at its facility, offices space and equipment for the Village's employees. Access will also be provided to the Library's source library, test systems and test data.
- D. Providing external communications capability and access to the Library building to enable the Village to access the Library's information technology system for after hours or weekend Services, as required.

- E. Assigning a Library employee to be present at the Library facility for any after hours or weekend Services, as required.
- F. Providing passwords and other information necessary for the Village to access the information technology system.

7. Limitation on Liability. The Library agrees that the Village shall not be liable to the Library, or any third party, for (1) any liability claims, loss, damage, or expense of any kind arising directly or indirectly out of the Services provided hereunder; (2) any incidental or consequential damages, however caused, and the Library agrees to indemnify and hold harmless the Village, its officers, agents and employees against such liabilities, claims, losses damages (consequential or otherwise) or expenses, or actions in respect thereof.

8. Compliance: All staff assigned by the Village shall comply with all applicable laws, regulations, orders, ordinances, codes and standards, including identification and procurement of required permits, certificates, approvals and inspections, insurance coverage (including workers' compensation), proper withholding and submission of social security and income taxes and any other laws, which subsequently become applicable to the Village or to Village employees, in performance under this Agreement.

9. Insurance: Both the Village and the Library agree to maintain insurance, each at its own expense, with the following minimum requirements:

- A. Comprehensive broad form general public liability insurance with extended coverage protecting each Party against claims for personal injury, death, and property damage occurring upon, in or about the Leased Parcel, such insurance to afford protection to the limit of not less than One million (\$1,000,000.00) dollars and excess liability coverage in the amount of not less than Five million (\$5,000,000.00) dollars.
- B. Workers Compensation insurance at the statutory limits and Employer's Liability with a policy limit of not less than Five hundred thousand (\$500,000.00) dollars.
- C. Automobile Liability Insurance with a combined single limit of at least One million (\$1,000,000.00) dollars for each accident for bodily injury and property damage. Such automobile liability insurance shall be for owned, non-owned and hired vehicles.

- D. Cyber Risk Insurance in the minimum amount of Two Hundred Fifty Thousand (\$250,000.00) dollars per claim for privacy and network security liability claims, including but not limited to liability arising from theft, dissemination, and use of data, including but not limited to bank, credit card account and personally identifiable information, regardless of how stored or transmitted; network security liability arising from (i) the unauthorized access to, use of, or tampering with security systems, including hacker attacks or (ii) the inability of any authorized third party to gain access to Library data, including denial of service, unless caused by a mechanical or electrical failure; (iii) liability arising from the introduction of a computer virus into, or otherwise causing damage to, a Library, Village, or third party computer, computer system, network or similar computer related property and the data, software and programs thereon and crisis management expenses for data breach.
- E. The Library shall maintain Broad Form Property Damage insurance covering its property, and all alterations, extensions, improvements thereto, against loss or damage by fire and the risks contemplated within the extended coverage endorsements, including sprinkler damage, vandalism, and malicious mischief and against such other risks as shall reasonably be required by the Parties in an amount not less than the full actual replacement cost of the real property and appurtenances thereto.
- F. All policies of insurance shall be issued by solvent and responsible insurance companies, licensed to do business in Illinois with a general policy holder's rating of not less than A and a financial rating of AAA as rated in the most current and available "Best's Insurance Reports", and qualified to do business in the State of Illinois.
- G. All policies, other than those for Worker's Compensation, shall be written on an occurrence and not on a claims made basis.

10. **Confidentiality:** The Village agrees that it and its employees assigned to the Library will not disclose any information learned during the performance of this Agreement relating to the business of the Library that is confidential including, without limitation, all passwords, employee information, patron information, or any such data which is generally known to be confidential, except as may be required by law. Library acknowledges and agrees that the Village may disclose any information not exempt from disclosure under the Illinois Freedom of Information

Act, 5 ILCS 140/1 et seq. The Village acknowledges and agrees not to disclose any library circulation and order records identifying library users with specific materials as prohibited under the Library Records Confidentiality Act and to indemnify and hold the Library harmless for any violation of such Act by the Village.

11. **Warranties:** The Village makes no representations or warranties, expressed or implied, regarding its performance under this Agreement.

12. **Default:** The following events shall be deemed to be events of default under this Agreement ("Event of Default"):

- A. The Library shall have failed to pay the amounts due under this Agreement or any other charge provided herein, or any portion thereof, by the date it becomes due;
- B. Either Party fails to maintain the insurance as required herein;
- C. The Library fails to make necessary upgrades to the information technology system as advised by the Village;
- D. Either Party has failed to comply with any other provisions of this Agreement;
- E. In the event either Party to this Agreement should avoid or otherwise fail to perform its obligations herein, the party not in breach shall provide written notice to the Party in breach setting forth the action or failure to act that constitutes the breach of this Agreement. The breaching party shall have thirty (30) days to cure any breach, otherwise the Party not in breach may terminate this Agreement and/or initiate an action in the Circuit Court of DuPage County to enforce the terms and conditions set forth herein, and, if a breach of the terms of this Agreement is found to exist, the court may award costs and reasonable attorney's fees incurred by the prevailing party.

13. **Nonsolicitation of Employees:** The Library shall not, either directly or indirectly, solicit, hire, or contract with any Village employee during the term of this Agreement and for a one (1) year period following the termination thereof (the Nonsolicitation Term). In the event that the Library desires to directly hire any Village employee during the Nonsolicitation Term, the Library shall seek the Village's consent and upon such consent shall pay the Village a placement fee of not less than twenty (20%) per cent of the offered salary prior to the Village employee commencing work as an employee of the Library. If the Library hires a Village employee without the consent of the Village, the Library shall pay the Village a liquidated damage equal to

100% of the employee's salary with the Village. This provision is considered a material term that allows for termination rights under Paragraph 12 of this Agreement.

14. Permitted Delays: Each party shall be excused from performance hereunder for any period and to the extent that it is prevented from performing any services pursuant hereto in whole or in part, as a result of delays caused by the other Party or an act of God, emergency situations, or other cause beyond its reasonable control, including failures or fluctuations in electric power, heat, light, air conditioning or telecommunications equipment. The Village's time of performance shall be enlarged, if and to the extent reasonably necessary, in the event that (i) the Library fails to submit information, instructions, approvals, or any other required element in the prescribed form; (ii) the Library fails to provide any equipment, software, premises or performance called for by this Agreement and the same is necessary for the Village's performance hereunder; (iii) a special request by the Library.

15. Notices: All notice, required herein, shall be in writing and shall be served on the party or mailed by United States mail, postage prepaid as follows:

Carol Stream Public Library	Village of Carol Stream
Director	Village Manager
616 Hiawatha Drive	500 North Gary Avenue
Carol Stream, Il. 60188	Carol Stream, Il. 60188

16. Captions: The captions used herein are for reference only and are not intended to define or limit the meaning of any paragraph.

17. Severability: If any provisions of this Agreement are held to contravene or be invalid under the laws of any state, country or jurisdiction, such contravention or invalidity will not invalidate the entire Agreement, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

18. Waiver: A delay or failure by either Party to exercise any right under this Agreement shall not constitute a waiver of that or any similar or future right.

19. **Jurisdiction:** This Agreement shall be governed by and construed according to the laws of the State of Illinois from time to time in effect. The venue shall be DuPage County.

20. **Assignment:** This Agreement or any part hereof shall not be transferred, conveyed or assigned by either party without the prior written consent of the other.

21. **Entire Agreement:** This Agreement and Exhibit A attached hereto constitute the entire agreement between the Parties and supersede any prior representations or agreements between the Parties regarding the subject matter of this Agreement.

22. **Amendments:** This Agreement and the Exhibits may be amended only by an instrument in writing executed by the Parties hereto. Any written work order submitted by the Library shall not amend the terms of this Agreement and shall only be considered at statement of the work to be performed; set forth any deadlines or schedules; and additional fees to be charged, if any, for any out of scope work or services to be provided on the work order.

23. **Authority:** Each Party warrants that it has the authority to enter into this Agreement and that entering into this Agreement is not restricted or prohibited by any existing agreement to which it is a party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

VILLAGE OF CAROL STREAM

CAROL STREAM PUBLIC LIBRARY

By: _____

By: *[Signature]*

Its: _____

Its: Board President

EXHIBIT A

SERVICE AGREEMENT

The Village agrees to provide the following resources:

- 1 - Information Technology Director
- 1 – Network Engineer
- 4 - Desktop Technician

Unless otherwise agreed upon in writing by the Village and the Library, all day to day support is to be accomplished on site Monday through Friday during regular business hours, typically between the hours of 9AM to 9PM local time, with the exception of Paid Time Off (PTO) & Village observed holidays. 24x7 emergency IT infrastructure support by the resource(s) defined above is provided at no extra charge.

The agreement and service level response will be reviewed quarterly by both the Library Director and Carol Stream's IT Director. If the Library is not satisfied with the level of service, the Library Director will provide written feedback and request changes to established service levels. The Village will process the input as appropriate and respond in writing with the action taken. Either party can request a special review meeting at any point in the agreement.

Periodic maintenance or upgrades will occur. The Village will notify the Library in advance of any one-time or regularly scheduled maintenance. Maintenance may be performed in-person or using remote administration tools.

The Village will review long-term services or tasks for specific projects with the Library.

Scope of Services

The following is considered in-scope:

I. Strategic Planning

- a. Alignment
 - i. Annual technology goal setting
 - ii. Quarterly reviews of Library goals to ensure technology alignment
 - iii. Technology use policy
 - 1. Vendor specific recommendations tailored to the Library
 - 2. Industry trends
- b. Infrastructure and application
 - i. Performance analysis
 - ii. Proactive planning
 - iii. Replacement schedules
- c. Mitigate risk
 - i. Protect the technology investment
 - 1. Policy development and review
 - a. Back up strategy development

- b. Disaster preparedness
 - c. Patch strategy development
 - d. System access policy
 - 2. Usage Reporting
 - ii. Technology education program
 - 1. Safe computing practices
 - 2. Incident response planning
 - iii. Budgeting Assistance
- II. New and Replacement Technology Implementation Planning**
 - a. Requirements gathering and scope definition
 - b. Research technology options
 - c. Prepare technology recommendation
 - i. Procurement information
 - ii. Technology explanation
 - d. Included Supported Technology
 - i. Hardware
 - 1. Hardware maintenance agreements are required
 - 2. Server
 - 3. Printers
 - 4. Desktops
 - 5. Laptops
 - 6. Networking Equipment
 - a. Access Points
 - b. Switches
 - c. Routers
 - d. Firewall
 - 7. Multifunction Devices
 - 8. Shared Storage Devices
 - 9. Display Equipment
 - 10. CCTV Camera Systems
 - 11. Desktop Phones
 - 12. Backup Systems
 - 13. Remote Access (library owned equipment)
 - ii. Software Applications
 - 1. Software maintenance agreements are required
 - 2. Enterprise Applications
 - 3. Network Applications
 - a. MS Windows based
 - b. Limited Linux support (best effort)
 - 4. Operating Systems
 - a. MS Windows based
 - b. Limited Linux support (best effort)
 - 5. Phone System

6. Website platform (best effort)
7. Productivity Suite
 - a. MS Office or similar suite

III. Implementation Services

- a. Implementation services provided for all supported technology
- b. Infrastructure preparation
 - i. Planning
 - ii. Testing
- c. Communication
 - i. Performance
 - ii. Outage
 - iii. Timelines
- d. Implementation
 - i. Planning
 - ii. Testing
- e. Documentation
 - i. Installation
 - ii. Infrastructure
 - iii. User

IV. Infrastructure Maintenance

- a. Maintenance available for all supported technology
- b. System Management
 - i. Patches
 - ii. Updates
 - iii. Firmware
- c. Change Communication
- d. Review Documentation
 - i. Installation
 - ii. Infrastructure
 - iii. User

V. Continuous Improvement

- a. Quarterly Performance Reviews
 - i. Systems
 - ii. Applications
 - iii. Information Technology Staff
- b. Quarterly Recommendations
 - i. Service improvements
 - ii. Staff improvements
 - iii. Technology improvements

VI. Support Services

- a. Service available for all supported technology
- b. Emergency on-call support

- c. Daily site visits
- d. 24/7 E-mail ticket submission
- e. 24/7 Online Helpdesk
 - i. Response Times by Ticket Priority
 1. Low: Respond in 2 days and resolve in 10 days*
 2. Medium: Respond in 1 day and resolve in 5 days*
 3. High: Respond in 4 hours and resolve in 2 days*
 4. Critical: Respond in 4 hours and resolve in 1 day*

*These numbers indicate the extreme resolution times for each level of ticket, provided that the resolution is under the Village's control.

- ii. Definition of Ticket Priority
 1. LOW: Single issue affecting only one user
 2. MEDIUM: One user's computer or device is unusable
 3. HIGH: Multiple People have same issue with a major system
 4. CRITICAL: Entire Network is down affecting entire Library or location

- f. Escalation process to be defined
- g. Support performance reports available

VII. System Monitoring

- a. Key Infrastructure
 - i. Hardware systems
 - ii. Application systems (where practical)
 - iii. Network
- b. Alerting
 - i. Proactive
 - ii. Reactive

VIII. Vendor Management

- a. Hardware, service and software contracts
 - i. Renewals
 - ii. Changes
- b. Accountability
 - i. Agreed upon SLAs
 - ii. Vendor escalations
- c. License and Warranty Management
 - i. Renewals
 - ii. Changes
 - iii. Documentation

Additional Staffing Resources

If any project is deemed to be outside of the Village of Carol Stream's IT capabilities, additional staffing resources or expertise may be required. At the Library's expense, the Library may contract for additional resources. The Village will manage these tasks and supervise the additional resources in accordance to the Library's written scope of work.

Projects Out of Scope

Any item not mentioned in above task list is considered to be out of scope.

- The Village will manage the hardware and software on the public computers but will not interface or provide customer service to the public.
- The Village will provide management of hardware and software defined as supported technology, but the Library is responsible for purchasing and licensing of client software and hardware.
- The Library is responsible for purchasing and managing circulating and programming technology (mobile devices, 3D printer, tablets, hotspots, etc.)

Village of Carol Stream Interdepartmental Memo

TO: Joe Breinig, Village Manager

FROM: Marc Talavera, Information Technology Director (M)

DATE: April 30, 2018

RE: 2018-19 Intergovernmental Agreement between the Village of Carol Stream and the County of DuPage for Information Technology Server Co-location

Staff seeks approval of an intergovernmental agreement between the Village of Carol Stream and DuPage County for server co-location services.

With technology threats evolving and becoming increasingly destructive, staff has identified the need to improve the backup system, recovery processes and business continuity capabilities of the Village. As an initial step, staff has evaluated several options to achieve offsite capabilities. The prevailing IT practice for disaster recovery is to have recovery media, tape and potentially hardware off site. If a cyber-event should occur, where access had been lost to the local systems, a recovery would be possible using the resources available off site. Though there are several service options, focus has been placed on cloud-based storage and co-location due to its flexibility. Co-location is renting space in a datacenter, installing server equipment and configuring the equipment as a secondary production system. Cloud based storage is a backup location on the internet.

Using professional datacenters for co-location can be costly, so alternative options were considered. Staff contacted DuPage County to gauge interest in sharing datacenter resources, essentially using each other's server rooms as co-location facilities. DuPage county was agreeable, but at this time does not have interest in placing equipment in our future server room. Per the agreement, the Village would leverage DuPage County's datacenter for our backup and co-location needs. This includes rack space, power, backup power, cooling and security. For context, in 2016 Village staff had a Chicago based company quote similar co-location service, the quote provided was a \$14,000 yr. expenditure. Although DuPage county plans to use a different facility for their co-location, the agreement is reciprocal and they could choose to use Carol Stream in the future.

This is an opportunity to improve our backup security and work towards an operations continuity plan without the rental expense. Staff is requesting approval of the intergovernmental agreement between the Village of Carol Stream and DuPage County for server co-location services.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF
CAROL STREAM AND THE COUNTY OF DUPAGE FOR INFORMATION
TECHNOLOGY SERVER CO-LOCATION**

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 DuPage County for Information Technology Server Co-location services.

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 be and the same are hereby authorized to execute the agreement, in the appropriate form, attached hereto as Exhibit "A".

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 7th DAY OF MAY, 2018.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
COUNTY OF DUPAGE AND THE VILLAGE OF CAROL STREAM
FOR INFORMATION TECHNOLOGY SERVER CO-LOCATION**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made this ____ day of _____, 201_, by and among the COUNTY OF DUPAGE, an Illinois municipal corporation (hereinafter referred to as "DuPage County"), and the Village of Carol Stream, an Illinois municipal corporation (hereinafter referred to as "Carol Stream"). DuPage County and the Village of Carol Stream are sometimes referred to herein individually as a "Party" and jointly referred to as the "Parties".

WITNESSETH:

WHEREAS, DuPage County is a body corporate and politic pursuant to 55 ILCS 5/5-1001 and is a unit of local government as defined within Article VII, Section 1 of the Constitution of the State of Illinois; and

WHEREAS, the Village of Carol Stream is an Illinois home rule municipal corporation, and a unit of local government as defined within Article VII, Section 1 of the Constitution of the State of Illinois; and

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois authorizes units of local government to contract and associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, under said Constitutional provision, participating units of local government may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Intergovernmental Cooperation Act, as amended (5 ILCS 220/1, *et seq.*) authorizes units of local government to exercise, combine, transfer, and enjoy jointly any power or powers, privileges, functions, or authority exercised or which may be exercised by any one of them, and to enter into intergovernmental agreements for that purpose; and

WHEREAS, DuPage County and the Village of Carol Stream, each respectively own, maintain and operate a separate network server room complete with physical access controls, unfiltered power, and available Internet access outside of their respective private networks; and

WHEREAS, DuPage County and the Village of Carol Stream are seeking reciprocal use of each other's network server room as a backup location for the installation and operation of a backup system for their respective private networks; and

WHEREAS, Carol Stream has chosen a backup location, but DuPage County has not; and

WHEREAS, DuPage County and Carol Stream have each agreed to allow the other the aforementioned use of its respective network server room, in accordance with the terms and conditions of this Intergovernmental Agreement (the "Agreement"); and

NOW, THEREFORE, in consideration of the terms and conditions of this Agreement and pursuant to statutory authority and their powers of intergovernmental cooperation, it is agreed by and between the Parties hereto as follows:

SECTION 1. Recitals Incorporated. The foregoing recitals shall be and are hereby incorporated into and made a part of this Agreement.

SECTION 2. Access. Each Hosting Party will allow the Backup Party to access the designated server room by appointment only during normal business hours to access the co-located equipment. It is expressly understood that said server room co-location shall only be used for backup purposes in the event that the main server fails. Only the Backup Party's employees will be provided limited, agreed upon access to its equipment. The Backup Party's employees will be required to provide identification and sign in at the front desk. In the event of an after-hours failure, the Backup Party's employees will contact the Hosting Party's on call staff to arrange access to the server room. The Hosting Party shall provide after-hours access to the server room within two (2) hours of notification of an after-hours failure by the Backup Party. The Hosting Party shall provide the Backup Party with up to date contact information for on call staff.

The term "Hosting Party" shall mean the Party providing space within its server room to the other Party for the purpose of co-locating equipment for backup purposes. The term "Backup Party" shall mean the Party installing equipment for backup purposes within the Hosting Party's server room.

SECTION 3. Equipment. DuPage County will allow Carol Stream to install its network equipment (hereinafter the "Carol Stream Equipment") in the DuPage County server room located 421 N. County Farm Road, Wheaton, Illinois, subject to said installation and connections taking place as directed by and under the supervision of DuPage County. Said Carol Stream Equipment shall remain the property of Carol Stream and upon termination of this Agreement Carol Stream shall remove the Carol Stream Equipment. Carol Stream shall be solely responsible for installing and making any necessary repairs to the Carol Stream Equipment.

Carol Stream will allow DuPage County to install its network equipment (hereinafter the "DuPage Equipment") in the Carol Stream server room located 500 N. Gary Avenue, Carol Stream, Illinois, subject to said installation and connections taking place as directed by and under the supervision of Carol Stream. All DuPage County Equipment shall remain the property of DuPage County and upon termination of this Agreement DuPage County shall remove the DuPage County Equipment. DuPage County shall be solely responsible for installing and making any necessary repairs to the DuPage County Equipment.

SECTION 4. Internet Access. The Parties agree that each Backup Party shall install and employ its own data circuits, independent of the Hosting Party's data circuits.

SECTION 5. Fees or Costs. There is not anticipated to be any fees or costs incurred through this Agreement. Any and all fees or costs shall be the responsibility of the Party incurring said fees.

SECTION 6. Maintenance. Each Party agrees to maintain its own Server Room at its sole cost and expense. The Hosting Party shall also be responsible for providing unfiltered power to the Backup Party's equipment, at no cost to the Backup Party.

SECTION 7. Insurance. Each Party hereby represents and warrants that it will possess and maintain at all times during the term of this Agreement insurance coverage for contractual liabilities, and blanket excess insurance coverage, providing comprehensive liability coverage in an aggregate amount not less than \$2,000,000 pursuant to the provisions of a self-insurance pool agreement or a comprehensive general liability insurance policy and a blanket excess insurance policy during the terms of usage by each Party. Each Party shall take all actions necessary to keep such insurance coverage in full force and effect, from time to time. A failure to keep such insurance coverage in continuing effect shall result in an automatic suspension of the right to use the location for back up purposes pursuant to this Agreement. Such suspension shall be automatically lifted when insurance coverage is in effect. Not later than fifteen (15) days before beginning the use of the premises pursuant to this Agreement, the backup Party shall deliver or cause to be delivered to hosting Party, a satisfactory and current certificate or certificates of insurance showing the required coverages and the effective dates for such coverage, which certificate or certificates shall contain a limitation that the insurance coverage may not be modified, revoked or canceled except after ten (10) days prior written notice served on the hosting Party. In each subsequent year, and upon written request, a certificate or certificates evidencing renewal or replacement of the insurance policy, or policies, or of the coverage provided by the self-insurance pool agreement required above shall be delivered to the hosting Party no later than the date of expiration of the then current certificate or certificates.

SECTION 8. Hold Harmless and Indemnification. Each Party agree to, indemnify the other, and its elected and appointed officials, attorneys, employees and agents, and hold them harmless from any claim, injury, or loss, no matter how sustained, arising out of or related in any way to the use of the server room of the Hosting Party, and the use of, the misuse of, or the disruption or failure of network operations of the Backup Party pursuant to this Agreement.

SECTION 9. Termination. Either Party may terminate this Agreement by providing at least sixty (60) days written notice to the other Party. Equipment installed pursuant to this Agreement shall be removed within the sixty (60) day notice period.

SECTION 10. Notices. Written notices required pursuant to this Agreement and all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

DuPage County: CIO
421 N. County Farm Road
Wheaton, IL 60187

With a copy to: DuPage County State's Attorney's Office
503 N. County Farm Road
Wheaton, IL 60187

Village of Carol Stream: Village Manager
500 North Gary Avenue
Carol Stream, IL 60188

With Copies to: Carol Stream IT Director
500 North Gary Avenue
Carol Stream, IL 60188

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date herein above written.
[Signature Page to Follow]

VILLAGE OF CAROL STREAM

COUNTY OF DUPAGE

Mayor

County Board Chairman

ATTEST:

ATTEST:

Village Clerk

County 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 described in "Exhibit A"; and

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

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

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

SECTION 1: That the Mayor and Board of Trustees of the Village of Carol Stream find that the personal property described in Exhibit "A", now owned by the Village of Carol Stream, is no longer useful and authorize its disposal per the attached memorandum dated April 27, 2018.

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 7th DAY OF MAY, 2018.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

EXHIBIT "A"

Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: Philip J. Modaff, Director of Public Works
DATE: April 27, 2018
RE: Surplus Declaration

The Department has identified the equipment below to be declared surplus. These items are past their useful life and are considered obsolete for the Department's purposes.

#536 Stihl Pole Saw


This saw was used by the Streets Division and no longer operates. The item will be scrapped.

Tires

Two Goodyear Dyna Torque II tires and two Firestone Traction Field and Road tires are past their useful life. The Department normally pays a company to dispose old tires, but staff will attempt to auction them as recreational fitness items (not for vehicle use) to avoid these fees.

Staff recommends that these items be declared surplus by the Mayor and Board of Trustees and that the Public Works Director be authorized to dispose of them as indicated above.

Village of Carol Stream
Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager
FROM: Ann Delort 
DATE: April 19, 2018
RE: Raffle License Request-Council of Catholic Women

The Council of Catholic Women has submitted a raffle license application to hold a gift basket raffle at Corpus Christi Catholic Church on Saturday, June 9, 2018 and Sunday, June 10, 2018. Ticket prices will be \$1.00 and \$3.00 per ticket and the proceeds from this raffle will benefit CCW to assist those in need.

Applicant is requesting a waiver of all fees as indicated in the attached letter. The raffle license application and required documentation is on file in the Administration office for your review.

Please place this item on the agenda for review and approval by the Village Board of Trustees at their upcoming Monday, May 7, 2018 Board meeting.

Thank you.

Attachment



Corpus Christi Catholic Church

1415 W. Lies Road Carol Stream, IL 60188 630-483-4673

April 17, 2018

Village of Carol Stream
505 E. North Avenue
Carol Stream, IL 60188

My name is Lynn Bierman and I am the President of the Council of Catholic Women affiliated with Corpus Christi Catholic Church, 1415 W. Lies Road, Carol Stream, IL. We are part of a wider organization through the Diocese of Joliet's Council of Catholic Women, 16555 Weber Road, Crest Hill, IL.

As a ministry of the church, we exist to help those in need through our church community and beyond. We have helped a number of the ministries of Corpus Christi take mission trips, cook dinners for PADS, and help families in need through our adopt a family program. We could not do our mission without the generosity of our church community.

We are looking to hold a CCW Gift Basket Raffle the weekend of June 9 & 10. I would like to request the Village Board to approve our raffle and also waive the fee for this event. The raffle baskets will be \$50 and under. With this raffle, we hope to continue the good works of the CCW and the proceeds to benefit those in need.

Thank you for your kind consideration of our request,

A handwritten signature in cursive script that reads "Lynn Bierman".

Lynn Bierman
President
Council of Catholic Women
Corpus Christi Catholic Church

Village of Carol Stream
Interdepartmental Memo

TO: Mayor and Trustees

FROM: Joseph E. Breinig, Village Manager 

DATE: May 1, 2018

RE: Charity Dog Show

Carol Stream Animal Hospital has inquired into hosting a Charity Dog Show at Town Center on Sunday, September 16. Proceeds from the event will benefit the American Veterinary Medical Foundation (AVMF). Staff is requesting direction on the use of Town Center for this event. A meeting was held with event coordinator, Dr. Contreras, on April 23, and he seems to understand the many logistical considerations associated with an event of this nature. Dr. Contreras has indicated he will attend the May 7, 2018 Village Board meeting to answer questions.

JEB/dk

Attachments

cc: Dr. Mondrian Contreras, DVM, Carol Stream Animal Hospital



Village of Carol Stream

FRANK SAVERINO, SR., MAYOR • LAURA CZARNECKI, CLERK • JOSEPH E. BREINIG, MANAGER
500 N. Gary Avenue • Carol Stream, Illinois 60188-1899
(630) 665-7050 • FAX (630) 665-1064
www.carolstream.org

April 11, 2018


Dr. Mondrian Contreras, DVM
Carol Stream Animal Hospital
140 Elk Trail
Carol Stream, IL 60188

Dear Dr. Contreras:

Thank you for the information on the 1st Annual Carol Stream Animal Hospital Charity Dog Show proposed to be held at the Ross Ferraro Town Center on Sunday, September 16 from 10:00 a.m. until 4:00 p.m. I have reviewed the information and have several questions, which are attached for your review and reply. Many of the questions come from our twenty years of either holding or hosting events and are the types of things we have addressed ourselves or requested from others using Town Center for events. The questions are in no priority order and are not intended to overwhelm or intimidate.

I look forward to hearing from you and would be happy to meet with you to discuss the event further.

Sincerely,


Joseph E. Breinig
Village Manager

JEB/dk

Enclosure

QUESTIONS CONCERNING
CAROL STREAM ANIMAL HOSPITAL
CHARITY DOG SHOW

- Please explain how this event will be funded and how net proceeds will be derived. Will there be a fee to attend, participate or display?
- How will the event be staffed? Who will be in charge? Will that person be on site throughout the event?
- Who will set up and take down the event? When is the event to be taken down? Previously the Park District arranged to clean the site after their dog event. Will the site be cleared of all excrement and debris?
- What is the anticipated attendance? How will the event be marketed? How will parking be managed? Have contingencies been made if demand exceeds capacity for parking and/or the facility?
- The Park District shares the use of the parking lot at Town Center. Have you contacted the Park District to determine if any conflicts exist on that weekend?
- Any emergency plan will be needed for the event. The plan will need to include, but not be limited to how attendees and quite possibly their pets will be sheltered in inclement weather, how the site will be evacuated if necessary, emergency contact information, etc. Has any consideration been given to first aid or other emergency services?
- A more detailed site plan will be needed with a more complete description of activities.
- Any expectations on services needed from the Village will need to be stated and explained. These include power, water, signs/barricades, restrooms, possible placement of porta-potties, and use of the Visitor's Center (the building with the restrooms).
- Many elements of this type of event require permits. Will there be any tents on site? Where will they be placed and what size will they be? Will there be any signage? Will it be placed on-site, off-site and where will it be placed? Amplified sound requires a permit. Any raffle will require a permit. Any rides or carnival will require a permit. All of these are issued locally and require an application and lead time.
- Any food sold and served may require a DuPage County Health Department permit. Permits are obtained through the Health Department and require lead time.
- Insurance will need to be provided for the event as evidenced by a Certificate of Insurance naming the Village as an additional insured. Wording can be provided the naming of the Village as an additional insured.

- Depending on the nature of assistance required from the Village, it may be necessary to recover direct costs (overtime, supplies, wear and tear).
- The Village does not provide overnight security for these types of events. We can patrol the area as our workload permits but we cannot place an officer at the site during the day or overnight. Will security be provided overnight?

1st Annual Carol Stream Animal Hospital Charity Dog Show

Net proceeds benefit the AVMF Veterinary Care Charitable Fund®

The Carol Stream Animal Hospital has enrolled in the AVMF Veterinary Care Charitable Fund, a program created by the American Veterinary Medical Foundation (AVMF) to support veterinarians in offering low or no-cost services to clients facing extraordinary hardships, as well as to support animals rescued from abuse and neglect. Carol Stream Animal Hospital encourages community members to make tax-deductible charitable contributions to the AVMF Veterinary Care Charitable Fund at carolstreamah.com and click the AVMF donate button.

Since we love to actively participate in Carol Stream events, we would like to hold our first big fundraiser on September 16th (we would need to set up on the 15th) in the Town Center of Carol Stream from 10am to 4pm. It will be the "1st Annual Carol Stream Animal Hospital Charity Dog Show," and any pet can win prizes for a variety of reasons. We will have fun events (best dog walk, funniest dog hair, smallest dog, biggest dog, etc.), and I anticipate that I can acquire quite a few sponsors and vendors for the event as well. **All proceeds of the event will go to the AVMF Veterinary Care Charitable Fund.**

Carol Stream Animal Hospital donates considerable time and money each year to local, animal health-related charitable endeavors in Carol Stream and the greater Chicago area. As a participant in the AVMF Veterinary Care Charitable Fund, Carol Stream Animal Hospital will be empowered to provide charitable care to those in need right here in our community, including disabled veterans requiring a service dog, low income senior citizens, Good Samaritans who rescue domesticated animals, and victims of domestic violence. We are excited to play an even bigger role in our community by being able to help more pets and people undergoing hardships. We appreciate your support!

Sincerely,

Mondrian Contreras, DVM

Please explain how this event will be funded and how net proceeds will be derived. Will there be a fee to attend, participate or display?

This is the plan we are hoping to use:

- 1. It will be a free event for the public to attend.**
- 2. Dog show entries will have an entry fee (this money will be directly donated to our foundation).**
- 3. Vendors will pay a small fee to help cover the cost of the event location.**
- 4. Sponsors will help pay for advertising costs for the event (displays, flyers, etc).**
- 5. Side events (agility course, frisbie play, weiner dog race, etc.) will have a charge**
- 6. Concessions will have a charge**
- 7. Raffles will have a charge**

How will the event be staffed? Who will be in charge? Will that person be on site throughout the vent?

**Staff will all be volunteers (friends, family, hospital staff).
Dr. Mondrian Contreras will be in charge of the event with Dr. Elaine McCarthy, Dr. Robbie Unsell, and Fina Rodriguez as assistant event coordinators (help making decisions,**

managing schedule, vendors, etc.). Dr. Contreras will be on site throughout the event as will assistant event coordinators.

Who will set up and take down the event? When is the event to be taken down? Previously the Park District arranged to clean the site after their dog event. Will the site be cleared of all excrement and debris? **Dr. Contreras and scheduled volunteers will set up and take down the event (vendors will be responsible for their areas). Dr. Contreras and his staff of volunteers that will help clear the park of any trash and dog excrement until the park is entirely clean. There will be multiple trash bins and dog poop bags available to help encourage people to clean up after their pets.**

We hope to set up the evening before (tents up, tables out, fencing completed), and will start clean up at 4pm at the close of the event. I imagine the location would be clean no later than 8pm.

What is the anticipated attendance? How will the event be marketed? How will parking be managed? Have contingencies been made if demand exceeds capacity for parking and/or the facility?

It is difficult for us to estimate the number of attendees at this time. We are hoping to get around a quarter of the amount of people that the Barks in the Park festival would bring in, but we would love to make it larger than the Barks Festival. There will be some limitations as to how much advertising we will be able to do since this depends on our sponsors and the amount of volunteers that will be available.

We will advertise via our website, social media and press releases. I plan to have at least enough people to be able to handle parking, setting up, cleaning up, and coordinating events. Since this is our first event, we are hoping to consult with Pam Falco and others on the Barks Fest team for ideas and planning.

The Park District shares that use of the parking lot at Town Center. Have you contacted the park District to determine if any conflicts exist on the weekend? **I have contacted Pam Falco from the Park District and informed her about our potential plans and tentative dates. I will call her (and anyone else I need to contact, as advised by her and/or you) to ensure there are no schedule conflicts regarding the use of the parking lot.**

Any emergency plan will be needed for the vent. The plan will need to include, but not be limited to how attendees and quite possibly their pets will be sheltered in inclement weather, how the site will be evacuated if necessary, emergency contact information, etc. Has ny consideration been given to first aid or other emergency services? **The emergency evacuation plan at this time would be to direct animals and their owners to the parking lot and to have everyone leave in an orderly fashion.**

I can contact the police department (or the Park District's team) for ideas as to creating a detailed evacuation plan. Unfortunately with an outside event, if it rains we do not have a back up plan. I will be looking into getting (possibly renting) a large canopy for people and pets to take shelter

under for short time while it rains, but if thunder or lightning start, attendees will need to seek shelter in their cars until it clears or until the decision is made to cancel.

A more detailed site plan will be need with a more complete description of activities. **SEE ATTACHMENT**

Any expectations on services needed from the Village will need to be stated and explained. These include power, water, signs/barricades, restrooms, possible placement for porta-potties, and use of the Visitor's Center (the building with the restrooms). **We were hoping to get two porta-potties and use barricades for the parking lot for the event. Having a porta-pottie on site will would help allow people easy accesses to a restroom. We would like to have access to the Visitor's Center as well, if that is a possibility. I think we would need power for microphones as well as water access to be sure pets are hydrated.**

Many elements of this type of event require permits. Will there be any tents on site? Where will they be placed and what size will they be? Will there be any signage? Will it be placed on-site, off-site and where will it be placed? Amplified sound requires a permit. Any raffles will require a permit. Any rides or carnival will require a permit. All of these are issued locally an require an application and lead time. **We plan on having several tents (one for entries/registrations, one for first aid, two for event/contest sites) on site approximately 10ftx10ftx10ft. We plan on having an event sign at the Gary Ave entrance and one at the Lies entrance, as well as a number of signs to**

advertise, show the schedule, and direct attendees to the events. We will need amplified sound permit (I have filled out the application, but I am waiting to hand it in until we get the okay for the event). We plan on having several raffles throughout the day of the event, and I have started filling these applications out as well. We DO NOT plan on having any rides at this time.

Any food sold and served may require a DuPage County Health Department permit. Permits are obtained through the Health Department and require lead time. **We plan on having 2-3 food vendors at this event (we have not yet secured them) and are currently working get the proper permit applications together.**

Insurance will need to be provided for the event as evidenced by a Certificate of Insurance naming the Village as an additional insured. Wording can be provided the naming of the Village as an additional insured. **PLEASE SEE ATTACHMENT - if this does not meet your criteria the insurance company said it will only take approx 24 hours to resend it.**

Depending on the nature of the assistance required from the Village, it may be necessary to recover direct costs (overtime, supplies, wear and tear). **We are hoping there will not be assistance needed, but we are certainly ready to pay if costs are incurred. Any estimates of the costs that could be anticipated would be welcomed. I'm not sure what additional assistance would be needed from the village or at what rate we would be charged.**

The Village does not provide overnight security for these types of events. We can patrol the area as our workload permits but we cannot place an officer at the site during the day or overnight. Will Security be provided overnight? **We did not intend for there to be overnight security for the tents and barricades that we had planned to set up the night before, but if it is required please let us know and we will start researching and securing overnight security.**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/09/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 100290819 Chicago, IL-Hub International Midwest West 55 East Jackson Boulevard Floor 14A Chicago, IL 60604	CONTACT NAME: PHONE (A/C, No, Ext): (312) 922-5000	FAX (A/C, No): (312) 922-5358
	E-MAIL ADDRESS:	
INSURED Carol Stream Animal Hospital PC 140 W. Elk Trail Carol Stream, IL 60188	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Twin City Fire Insurance Company	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	


COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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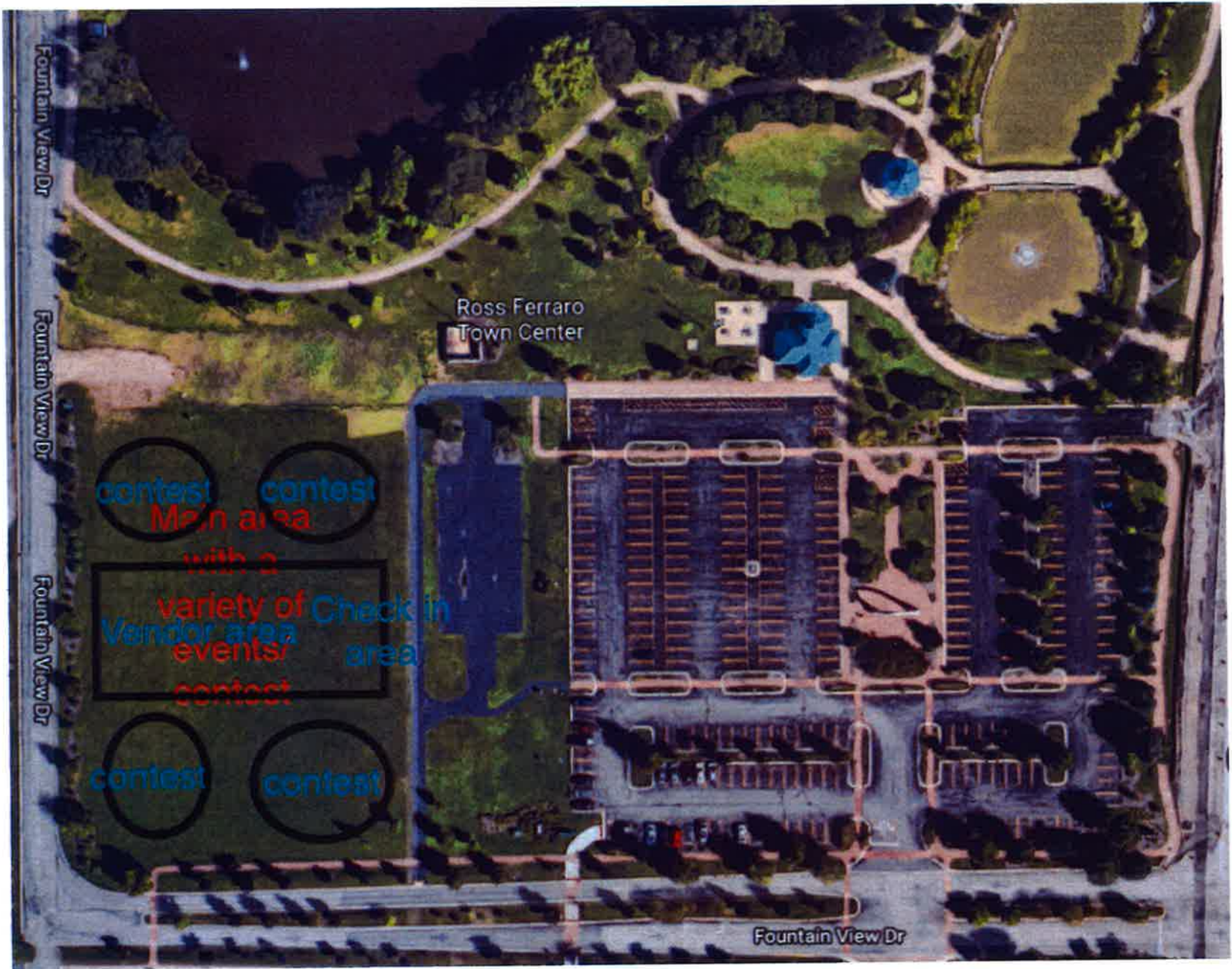
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			83SBWAA4579	01/12/2018	01/12/2019	EACH OCCURRENCE \$ 2,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 2,000,000
	<input type="checkbox"/> POLICY	<input checked="" type="checkbox"/> PROJECT	<input type="checkbox"/> LOC				GENERAL AGGREGATE \$ 4,000,000
	OTHER:						PRODUCTS - COM/OP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO OWNED AUTOS ONLY		SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	HIRED AUTOS ONLY		NON-OWNED AUTOS ONLY				BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB		OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB		CLAIMS-MADE				AGGREGATE \$
			DED				RETENTION \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			Y/N			OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate Holder is included as Additional Insured as their interests may appear with respect to General Liability.

Subject to policy terms, conditions, and exclusions.

CERTIFICATE HOLDER	CANCELLATION
Village of Carol Stream Fountain View Dr. Carol Stream, IL 60188	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



Ross Ferraro
Town Center

Fountain View Dr

Fountain View Dr

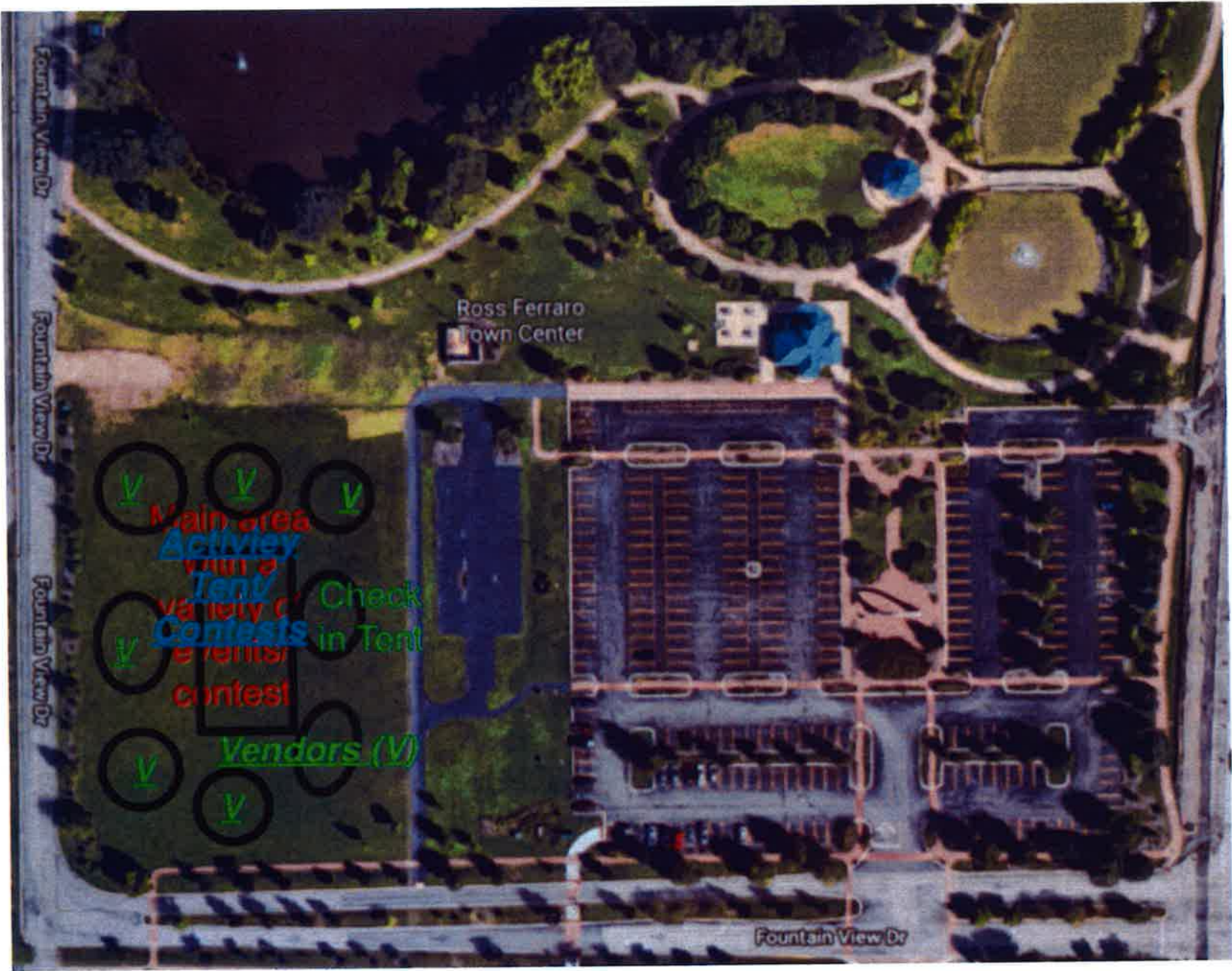
Fountain View Dr

Fountain View Dr

contest contest
Main area

with a
variety of Vendor area
events
contest
Check in
area

contest contest



Ross Ferraro
Town Center

Fountain View Dr

Fountain View Dr

Fountain View Dr

Fountain View Dr

Main area
Activity
with a
Tent
variety of
contests
contest

Check
in Tent

Vendors (V)



**Village of Carol Stream
Schedule of Bills
For Village Board Approval on May 7, 2018**

AGENDA ITEM
L-1 5-7-18

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
ACCESS ONE					
POTS BACK UP & SINGLE LNS APRIL	662.46	01652800-52230	TELEPHONE	3254084	
	<u>662.46</u>				
ACCURATE OFFICE SUPPLY CO					
OFFICE SUPPLIES	86.68	01600000-53314	OFFICE SUPPLIES	441264	
	<u>86.68</u>				
AJD CONCRETE CONSTRUCTION CORP					
GBN SIDEWALK SALTING 4/16/18	550.00	01670200-52266	SNOW REMOVAL	2018-055	
SALTING SIDEWALKS AT GBN 4/19/18	495.00	01670200-52266	SNOW REMOVAL	2018-056	
	<u>1,045.00</u>				
ALEXIAN BROTHERS MEDICAL GROUP					
HEP B VACCINATION - DELALIS	75.00	01662700-52236	EMPLOYEE SERVICES	646832	
HEP B VACCINATION -LIPINSKI	75.00	01662700-52236	EMPLOYEE SERVICES	647122	
RANDOM DOT SCREENS/HEP B/ LEAD LV TESTS	150.00	01600000-52225	EMPLOYMENT PHYSICALS	648965	
RANDOM DOT SCREENS/HEP B/ LEAD LV TESTS	179.00	01662700-52236	EMPLOYEE SERVICES	648965	
	<u>479.00</u>				
AMERICAN PUBLIC WORKS ASSOCIATION					
ENGR/PWKS MEMB RNWL 6/2018-5/2019	626.50	01670100-52234	DUES & SUBSCRIPTIONS	20978 3/7/18	
ENGR/PWKS MEMB RNWL 6/2018-5/2019	626.50	01620100-52234	DUES & SUBSCRIPTIONS	20978 3/7/18	
	<u>1,253.00</u>				
B & B CONCRETE LIFTING INC					
SIDEWALK MUDJACKING SRV'S	3,160.00	01670500-52272	PROPERTY MAINTENANCE	1529	
	<u>3,160.00</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on May 7, 2018**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
B & F CONSTRUCTION CODE SERVICES, INC					
BLDG PLAN REVIEW 323 COMMERCE DR	734.68	01643700-52253	CONSULTANT	49321	
FIRE ALARM REVIEW 1160 NORTH AVE	480.35	01643700-52253	CONSULTANT	49228	
PLUMBING INSPECTIONS- MAR/2018	1,718.40	01643700-52253	CONSULTANT	49109	
	<u>2,933.43</u>				
BAXTER & WOODMAN INC					
NPDES PRMT PROF SRV FRM 3/18-4/14	1,042.50	04101100-52253	CONSULTANT	0198664	
	<u>1,042.50</u>				
BEARY LANDSCAPING					
MOWING CONTRACT FINAL FY18	10,299.57	01670400-52272	PROPERTY MAINTENANCE	89415	
	<u>10,299.57</u>				
BEDROCK EARTHSCAPES LLC					
SHORELINE & WETLAND MTC MARCH	7,200.00	01620600-52272	PROPERTY MAINTENANCE	742	
SHORELINE WETLAND MTC TC MARCH	505.00	01620600-52272	PROPERTY MAINTENANCE	743	
	<u>7,705.00</u>				
BLOOMINGDALE TOWNSHIP					
MOSQUITO ABATEMENT - APRIL	8,552.50	01670100-52269	MOSQUITO ABATEMENT	10002	
	<u>8,552.50</u>				
BRANIFF COMMUNICATIONS INC					
2018-19 OUTDOOR SIRENS	3,083.00	01660100-52244	MAINTENANCE & REPAIR	0031544	
	<u>3,083.00</u>				
BROWN & ROOT INDUSTRIAL SERVICES LLC					
TOWER #4 INTERIOR DEMO-FINAL	5,125.45	04201600-52244	MAINTENANCE & REPAIR	1804J154IL0002	
WRC SAND FILTER TUCKPOINTING -FINAL	31,968.22	04101100-54480	CONSTRUCTION	1804J154IL0001	
	<u>37,093.67</u>				

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CH2MHILL OMI					
MONTHLY OPERATING MAY	143,818.92	04101100-52262	WRC CONTRACT	67101	
	<u>143,818.92</u>				
CLARKE ENVIROMENTAL MOSQUITO MGMNT					
WAYNE TWNShP- REQ #1 OF 4	8,325.00	01670100-52244	MAINTENANCE & REPAIR	001000470	
	<u>8,325.00</u>				
COMCAST CABLE					
CONST COST EST COMMUNICATION SRV'S VLG H	5,125.00	11740000-55490	VILLAGE HALL RENOVATION	10615491	
	<u>5,125.00</u>				
COMED					
1015 W LIES RD TOWER RD#4	51.80	04201600-53210	ELECTRICITY	2514004009	4/17/18
1025 LIES RD - CONTROLLER	260.99	01670300-53213	STREET LIGHT ELECTRICITY	6213120002	4/17/18
106 GOLDENHILL	33.35	01670600-53210	ELECTRICITY	2127117053	4/23/18
1128 EVERGREEN TRL LIFT STN	72.48	04101500-53210	ELECTRICITY	0291093117	4/19/18
1350 TALL OAKS STN	48.57	04101500-53210	ELECTRICITY	2073133107	4/18/18
1415 MAPLE RIDGE	33.35	01670600-53210	ELECTRICITY	5838596003	4/19/18
192 YUMA LN	38.73	01670300-53213	STREET LIGHT ELECTRICITY	0501137042	4/18/18
333 FULLERTON WELL #3	593.90	04201600-53210	ELECTRICITY	0300009027	4/18/18
391 ILLINI DR	125.26	01670600-53210	ELECTRICITY	4430145023	4/18/18
401 TOMAHAWK	57.03	01670300-53213	STREET LIGHT ELECTRICITY	0723076266	4/18/18
500 N GARY AVE	4,084.84	11740000-55490	VILLAGE HALL RENOVATION	0795333005	4/23/18
633 THUNDERBIRD	108.72	01670300-53213	STREET LIGHT ELECTRICITY	0455095075	4/18/18
850 LONGMEADOW	23.87	01670600-53210	ELECTRICITY	1865134015	4/18/18
879 DORCHESTER	23.87	01670600-53210	ELECTRICITY	0803155026	04/18/18
MASTER ACCT- 5025	647.40	01670300-53213	STREET LIGHT ELECTRICITY	5853045025	4/20/18
RED LIGHT CAMERA	41.52	01662300-52298	ATLE SERVICE FEE	4202129060	4/18/18
SW- MORTON & LIES	196.85	01670300-53213	STREET LIGHT ELECTRICITY	0815164035	4/28/18
	<u>6,442.53</u>				

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CONSTELLATION NEW ENERGY					
100 DELLA CT	16.65	01670300-53213	STREET LIGHT ELECTRICITY	443802210001	
1345 GEORGETOWN CONTROLLER	23.16	01670300-53213	STREET LIGHT ELECTRICITY	00445302220001	
301 ANTELOPE TRL	66.74	01670300-53213	STREET LIGHT ELECTRICITY	00445156570001	
391 FLINT	55.73	01670300-53213	STREET LIGHT ELECTRICITY	00445145870001	
403 SIOUX	21.13	01670300-53213	STREET LIGHT ELECTRICITY	00445148880001	
491 CHEYENNE	20.87	01670300-53213	STREET LIGHT ELECTRICITY	0044515224001	
506 CHEROKEE	46.98	01670300-53213	STREET LIGHT ELECTRICITY	00445148750001	
512 CANYON TRL	18.64	01670300-53213	STREET LIGHT ELECTRICITY	00445149360001	
594 NEZ PERCE CT	64.34	01670300-53213	STREET LIGHT ELECTRICITY	00445151900001	
796 PAWNEE	50.00	01670300-53213	STREET LIGHT ELECTRICITY	00445146490001	
880 PAPOOSE CT	90.70	01670300-53213	STREET LIGHT ELECTRICITY	00445154080001	
990 DEARBORN	61.11	01670300-53213	STREET LIGHT ELECTRICITY	00445150060001	
	536.05				
CORE & MAIN LP					
9 LARGE METERS PURCHASED	9,450.00	04201600-53333	NEW METERS	1735745	
	9,450.00				
COSTCO WHOLESALE					
HARKER & LUCAS RETIREMENT PARTY SUPPL	88.21	01600000-52242	EMPLOYEE RECOGNITION	PAPER PRODUCTS	
VLG SHR DESSERT FOR APPR WEEK DUCOMM	51.86	01662700-53317	OPERATING SUPPLIES	DUCOMM APPR WK	
	140.07				
DISCOVERY BENEFITS					
FLEX SPENDING ADM- MARCH	240.00	01600000-52273	EMPLOYEE SERVICES	860440-IN	
	240.00				
DOCUMENT IMAGING DIMENSIONS, INC					
TONER FOR IT & CD LASERJET PRINTERS	118.00	01652800-52226	OFFICE EQUIPMENT MAINTENANC	330691	
	118.00				

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DONALD CUMMINGS					
TUITION REIMBURSEMENT- 1/16 TO 3/9	1,563.12	01664700-52223	TRAINING	PSPA 612	
	1,563.12				
DTN LLC					
WEATHER SRV 5/2018 - 5/2019	2,397.60	01670100-52234	DUES & SUBSCRIPTIONS	5307512	
	2,397.60				
DU COMM					
DISPATCH SRV'S QTR END 7/31/18	191,389.00	01662700-52245	GENERAL COMMUNICATIONS	16261	
FACILITY LEASE QTR END 7/31/18	9,872.85	01662700-52245	GENERAL COMMUNICATIONS	16305	
	201,261.85				
DUPAGE COUNTY					
2018 NET RMS MTC DEC/17-NOV/18	3,613.60	01660100-52255	SOFTWARE MAINTENANCE	18-RMS104	
CJIS ACCESS - QTR END 3/31/18	750.00	01662600-52247	DATA PROCESSING	IA 409	
	4,363.60				
DUPAGE COUNTY DIVISION OF TRANSPORTATION					
CONST COST TRAFFIC SIGNAL ST CHAR/PRES	25,181.67	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	7031	
	25,181.67				
DUPAGE COUNTY RECORDER					
RECORDING FEES	39.00	01580000-52233	RECORDING FEES	201804240204	
RECORDING FEES	162.00	01580000-52233	RECORDING FEES	201804240194	
	201.00				
DUPAGE RIVER SALT CREEK WRKGRP					
2018/19 DUES & POTW PROJ ASSESSMENT	14,707.00	01620600-52272	PROPERTY MAINTENANCE	55	
2018/19 DUES & POTW PROJ ASSESSMENT	53,757.00	04100100-52234	DUES & SUBSCRIPTIONS	55	
	68,464.00				

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DUPAGE WATER COMMISSION					
WATER PURCH - MAR/2018	530,822.00	04201600-52283	DUPAGE CTY WATER COMMISSION	L2113	
	530,822.00				
DYNEGY ENERGY SERVICES, LLC					
124 GERZEVSKE, E SIDE PASS	2,723.16	04201600-53210	ELECTRICITY	275664018041-1	
1348 CHARGER CT	393.69	04101500-53210	ELECTRICITY	275664018041-4	
200 TUBEWAY, LIFT STATIONS	263.68	04101500-53210	ELECTRICITY	275664018041-3	
300 KUHN RD W SIDE PASS	2,416.91	04201600-53210	ELECTRICITY	275664018041-2	
	5,797.44				
EARTH INC					
HAULING CONCRETE TO DUMP	166.80	04201600-52265	HAULING	19842	
	166.80				
EFRAIM CARLSON & SON INC					
FARM HOUSE DRYWALL REPAIR	3,869.00	01680000-52244	MAINTENANCE & REPAIR	04192018F	
	3,869.00				
ENFORCEMENT VIDEO, LLC					
2 RPLMNT IN CAR CAMERA UNITS	10,740.00	01662700-53350	SMALL EQUIPMENT EXPENSE	4REINV0007189	
	10,740.00				
EXAMINER PUBLICATIONS INC					
FURNITURE BIDS	148.50	11740000-55490	VILLAGE HALL RENOVATION	52059	
	148.50				
GOVTEMPSUSA LLC					
ACCOUNTS CLERK W/E 4/8 & 4/15	2,688.00	01612900-52253	CONSULTANT	2507737	
OFFICE MGR W/E 4/8 & 4/15	3,003.20	01590000-52253	CONSULTANT	2507738	
	5,691.20				

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GREEN HORIZON LANDSCAPING LLC					
1 MTHLY INSTLMNT PLANT BED MTC`	6,000.00	01670400-52272	PROPERTY MAINTENANCE	9453	
	6,000.00				
GREEN T NORTH					
SPRING SPRAY @TC	1,000.00	01670400-52272	PROPERTY MAINTENANCE	1737164	
	1,000.00				
GREGORY WALKER					
CLOTH ALLOW REIMBURSEMENT	70.58	01664700-53324	UNIFORMS	4609	
	70.58				
I R M A					
MARCH DEDUCTIBLE	6,785.89	01590000-52215	INSURANCE DEDUCTIBLES	16723	
	6,785.89				
ITRON INC					
ITRON MTC -QTR END 7/31/18	653.66	04103100-52255	SOFTWARE MAINTENANCE	482296	
ITRON MTC -QTR END 7/31/18	653.67	04203100-52255	SOFTWARE MAINTENANCE	482296	
	1,307.33				
JOHN L FIOTI					
LOCAL PROSECUTION - APRIL	250.00	01570000-52238	LEGAL FEES	C S 114	
LOCAL PROSECUTION - APRIL	250.00	01662300-52310	ATLE LEGAL ADJUDICATION	C S 114	
	500.00				
LAUREEN A ROSE LCSW					
M THOMAS CLINICAL CONSULT 02/23/18	200.00	01662500-52223	TRAINING	04272018	
	200.00				
LRS HOLDINGS LLC					
FINAL PAYMENT FOR FY18 STREET SWEEPING	8,774.73	01670600-52272	PROPERTY MAINTENANCE	PS205874	
	8,774.73				

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MARK RADABAUGH					
BOARD MTG TAPING/EDITING 3/19/18	100.00	01590000-52253	CONSULTANT	18-0086	
	100.00				
MARVIN O GONZALEZ					
20 PD VEH INTERIOR/EXTERIOR DETAILS	1,200.00	01662700-52244	MAINTENANCE & REPAIR	00071	
DETAILING 18 VEH'S	1,080.00	01662700-52212	AUTO MAINTENANCE & REPAIR	00066	
	2,280.00				
MEADE ELECTRIC COMPANY INC					
PREVENTATIVE MTC PROGRAM	1,300.00	01662700-53322	EMERGENCY EQUIPMENT	680553	
	1,300.00				
MIDWEST METER INC					
MOBILE READING UNIT	2,950.00	04103100-52255	SOFTWARE MAINTENANCE	0098202-IN	
MOBILE READING UNIT	2,950.00	04203100-52255	SOFTWARE MAINTENANCE	0098202-IN	
MOBILE READING UNIT	14,750.00	04103100-54412	OTHER EQUIPMENT	0098202-IN	
MOBILE READING UNIT	14,750.00	04203100-54412	OTHER EQUIPMENT	0098202-IN	
	35,400.00				
MNJ TECHNOLOGIES DIRECT					
NETWORKING EQUIPMENT	18,660.00	01652800-54412	OTHER EQUIPMENT	0003600244P	
	18,660.00				
MOTOROLA SOLUTIONS INC					
2APX 8000 RADIOS W/MICS & ANTENNAS	11,525.52	01662700-53350	SMALL EQUIPMENT EXPENSE	13214583	
	11,525.52				
MTI CONSTRUCTION SERVICES, LLC					
CS VLG HALL RENOVATION	-136,270.69	11-21342	RETAINAGE MTI CONSTRUCTION S	18-023	
CS VLG HALL RENOVATION	1,536,125.54	11740000-55490	VILLAGE HALL RENOVATION	18-023	
	1,399,854.85				

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MUNICIPAL FLEET MGMT ASSOCIATION					
MFMA DUES	30.00	01690100-52234	DUES & SUBSCRIPTIONS	2018 ANNUAL DUES	
	30.00				
MUNICIPAL GIS PARTNERS INC					
GIS CONTRACT SRV'S JAN/2018	11,928.31	01652800-52257	GIS SYSTEM	4118	
MGP GIS CONTRACTOR SRV'S APRIL	11,928.31	01652800-52257	GIS SYSTEM	4121	
	23,856.62				
N E M R T					
2018/19 ANNUAL TRAINING DUES	285.00	01662500-52223	TRAINING	233608	
2018/19 ANNUAL TRAINING DUES	285.00	01662600-52223	TRAINING	233608	
2018/19 ANNUAL TRAINING DUES	380.00	01662300-52223	TRAINING	233608	
2018/19 ANNUAL TRAINING DUES	570.00	01662400-52223	TRAINING	233608	
2018/19 ANNUAL TRAINING DUES	760.00	01660100-52223	TRAINING	233608	
2018/19 ANNUAL TRAINING DUES	855.00	01664700-52223	TRAINING	233608	
2018/19 ANNUAL TRAINING DUES	4,275.00	01662700-52223	TRAINING	233608	
	7,410.00				
NICOR					
CHARGER CT	92.22	04101500-53230	NATURAL GAS	86606011178 04/10/18	
TUBEWAY DR	21.27	04101500-53230	NATURAL GAS	14309470202 4/19/18	
WELL #4	44.75	04201600-53230	NATURAL GAS	13811210007 4/9/18	
	158.24				
NORTHERN ILLINOIS POLICE ALARM SYSTEM					
MEMBERSHIP DUES MAY/2018-APRIL/2019	400.00	01660100-52234	DUES & SUBSCRIPTIONS	11938	
MOBILE FIELD FORCE ASSESS MAY/2018-APRIL/2	1,005.00	01660100-52234	DUES & SUBSCRIPTIONS	11939	
	1,405.00				
NORTHWEST POLICE ACADEMY					
TRAINING SEMR 4/12/18	125.00	01660100-52223	TRAINING	4/19/18	
	125.00				

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ONSOLVE INTERMEDIATE HOLDING COMPANY					
CODE RED SRV 5/1/2018- 04/30/19	9,500.00	01660100-52234	DUES & SUBSCRIPTIONS	ECN-031145	
	9,500.00				
P F PETTIBONE & CO					
BLACK MINUTE BOOKS	573.55	01580000-53314	OFFICE SUPPLIES	174272	
	573.55				
PETTY CASH					
APRIL PETTY CASH REIMBURSEMENTS	464.23	01-10307	PETTY CASH	APR REIMB	
	464.23				
PROSPAN MANUFACTURING CO INC					
SHORING STRUT(NEW)	796.95	04201600-53350	SMALL EQUIPMENT EXPENSE	2018-101701193	
	796.95				
PUSH WELLNESS SOLUTIONS INC					
WELLNESS INCENTIVES - MAY	2,509.00	01600000-52340	WELLNESS PROGRAM	161154	
	2,509.00				
R & M PRINTING					
SHOPPING CART PROMO ITEM	1,427.26	01643600-52222	MEETINGS	5441	
UNIFORMS- COM DEV	209.57	01643700-53324	UNIFORMS	5442	
	1,636.83				
REFUNDS MISC					
OVER CHR'G'D ON PERMIT 18-0210-RMDL	43.90	01000000-42307	BUILDING PERMITS	173 THUNDERBIRD	
OVERPAID ON TICKET 238753	50.00	01000000-45402	ORDINANCE FORFEITS	TICKET 238753	
REFUND ON VOIDED TICKET 238278	60.00	01000000-45402	ORDINANCE FORFEITS	TICKET 238278	
REFUND ONLINE PYMNT TICKET 238733	30.00	01000000-45402	ORDINANCE FORFEITS	TICKET 238733	
REFUND OVRPD ON SENIOR VS 06478/07000	44.00	01000000-42303	VEHICLE LICENSES	VS STKS 06478/07000	
REFUND TICKET 238881 DPL ONLINE PAYMENT	10.00	01000000-45402	ORDINANCE FORFEITS	TICKET 238881	
	237.90				

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REFUNDS PRESERVATION BONDS					
DRAINTILE BOND REFUND	200.00	01-24302	ESCROW - GRADING	480 ARROWHEAD	
DRIVEWAY/WALK BOND REFUND	300.00	01-24302	ESCROW - GRADING	974 WOODHLL DR	
ENGR GRADIG DEPOSIT REFUND	2,925.60	01-24302	ESCROW - GRADING	733 KIMBERLY	
HVAC SYSTEM BOND REFUND	200.00	01-24302	ESCROW - GRADING	725 CENTER AV	
PATIO BOND REFUND	200.00	01-24302	ESCROW - GRADING	1095 CHETWOOD	
PATIO BOND REFUND	200.00	01-24302	ESCROW - GRADING	449 STONEWOOD CIR(1)	
PRESV BOND CHRGD IN ERROR 18-0288-DRVW	300.00	01-24302	ESCROW - GRADING	515 KEHOE	
	4,325.60				
REFUNDS TAX STAMPS					
TAX STAMP #29404 REFUND	537.00	01000000-41208	REAL ESTATE TRANSFER TAX	552 ALTON CT	
	537.00				
REFUNDS W&S FINALS					
RE: 1235 SPRING VALLEY FINAL WTR RF	49.92	04-12110	ACCOUNT RECEIV WATER & SEWER	4331	
RE: 1296 GLOUCESTER FINAL WTR RF	70.09	04-12110	ACCOUNT RECEIV WATER & SEWER	4817	
RE: 1410 ROSE CT FINAL WTR RF	13.38	04-12110	ACCOUNT RECEIV WATER & SEWER	7505	
RE: 301 SYPE FINAL WTR RF	627.59	04-12110	ACCOUNT RECEIV WATER & SEWER	9384	
	760.98				
RORY GILBERT LCSW					
COUNS/EMPLY ASSIST SRV 5/1/18 THRU 4/30/19	2,650.00	01662400-52236	EMPLOYEE SERVICES	5/1/18-4/30/19	
	2,650.00				

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RUSH TRUCK CENTERS					
AP AIR FILTER	53.77	01696200-53354	PARTS PURCHASED	3010287249	
AP ALTERNATOR	143.69	01696200-53354	PARTS PURCHASED	3010201536	
AP BATTERY	131.18	01696200-53354	PARTS PURCHASED	3010338796	
AP BREAKERS	76.86	01696200-53354	PARTS PURCHASED	3010285601	
AP FILTER	53.77	01696200-53354	PARTS PURCHASED	3010279180	
AP FILTERS	49.44	01696200-53354	PARTS PURCHASED	3010302016	
AP FILTERS	304.82	01696200-53354	PARTS PURCHASED	3010136508	
AP FILTERS	492.26	01696200-53354	PARTS PURCHASED	3010243258	
AP OIL FILTER	29.26	01696200-53354	PARTS PURCHASED	3010285609	
AP RELAY VALVE	81.92	01696200-53354	PARTS PURCHASED	3010120729	
AP STARTER	314.09	01696200-53354	PARTS PURCHASED	301012548	
AP TENSIONER	159.68	01696200-53354	PARTS PURCHASED	3010201539	
	1,890.74				
SMITH SECKMAN REID INC					
PROF SERV'S THRU MAR/2018	3,662.00	11740000-55490	VILLAGE HALL RENOVATION	249576	
	3,662.00				
STEPHEN A LASER ASSOCIATES P C					
ASSESSMENT CTR- PROMOTIONAL SERGEANT TE	11,450.00	01510000-52228	PERSONNEL HIRING	2006436	
	11,450.00				
TELCOM INNOVATIONS GROUP LLC					
TELEPHONE SYTM SFTWR 5/2018 -5/2019	2,480.00	01652800-52255	SOFTWARE MAINTENANCE	A51600	
	2,480.00				
THEODORE POLYGRAPH SERVICE					
POLICE ASSESS- KUSIAK & MC INTYRE	350.00	01510000-52228	PERSONNEL HIRING	6111	
POLICE ASSESSMENT - NIELSEN	175.00	01510000-52228	PERSONNEL HIRING	6106	
POLICE ASSESSMENT -SCARPULLA	175.00	01510000-52228	PERSONNEL HIRING	6103	
	700.00				

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THIRD MILLENIUM ASSOCIATES INCORPORATED					
ENVELOPES AND VEH STK APPS	824.29	01612900-53315	PRINTED MATERIALS	22003	
	<u>824.29</u>				
THOMAS DODGE CHRYSLER JEEP					
DODGE CHRGR/DODGE DURANGO RPLMNT PUR	23,097.00	01662700-54415	VEHICLES	SQUADS #681/#682	
DODGE CHRGR/DODGE DURANGO RPLMNT PUR	25,800.00	01660100-54415	VEHICLES	SQUADS #681/#682	
	<u>48,897.00</u>				
TIM'S AUTO BODY					
BODY SHOP REPAIR #636	1,195.95	01662700-52244	MAINTENANCE & REPAIR	CFDC7A42	
BODY SHOP RPR FOR #674	1,491.80	01662700-52244	MAINTENANCE & REPAIR	AB6EC592	
DOOR MOLDING RPR #646	121.60	01662700-52244	MAINTENANCE & REPAIR	OBEB8C6B	
	<u>2,809.35</u>				
TKB ASSOCIATES INC					
LASERFICHE TRAINING & SUPPORT PORTAL	1,417.50	01652800-52230	TELEPHONE	13011	
	<u>1,417.50</u>				
TRANSYSTEMS CORPORATION					
LIES RD PAVEMENT REHAB PRJ 3/6 -4/13	4,918.68	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	01-3286996	
LIES RD PH I BIKE EXT 2/16 -4/13	989.56	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	19-3286978	
PH I KUHN RD BIKE EXT 2/10 -4/13	2,123.88	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	19-3286975	
	<u>8,032.12</u>				
TYCO FIRE & SECURITY (US)MGMT INC					
FARM HS SYSTEM SRV REPAIR 4/19/18	124.62	01590000-52230	TELEPHONE	30408248	
	<u>124.62</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on May 7, 2018**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
U S POSTMASTER					
REPLENISH POSTAGE MACHINE	10,000.00	01610100-52229	POSTAGE	POC 14021044-2018	
POSTAGE 4/30/18 WATER BILLS	2,164.72	04203100-52229	POSTAGE	1529 04/30/18	
POSTAGE 4/30/18 WATER BILLS	2,164.73	04103100-52229	POSTAGE	1529 04/30/18	
	14,329.45				
UNITED RADIO COMMUNICATIONS					
RADIO EQUIP & PROGRAM	5,015.20	01670500-53317	OPERATING SUPPLIES	103003786-1	
	5,015.20				
VERIZON WIRELESS					
CELL PH SRV MAR 14- APR 13	38.01	01652800-52230	TELEPHONE	9805378611	
CELL PH SRV MAR 14- APR 13	38.01	01662700-52230	TELEPHONE	9805378611	
CELL PH SRV MAR 14- APR 13	55.90	01610100-52230	TELEPHONE	9805378611	
CELL PH SRV MAR 14- APR 13	55.90	01640100-52230	TELEPHONE	9805378611	
CELL PH SRV MAR 14- APR 13	55.90	01642100-52230	TELEPHONE	9805378611	
CELL PH SRV MAR 14- APR 13	55.90	01690100-52230	TELEPHONE	9805378611	
CELL PH SRV MAR 14- APR 13	76.57	01680000-52230	TELEPHONE	9805378611	
CELL PH SRV MAR 14- APR 13	93.91	01600000-52230	TELEPHONE	9805378611	
CELL PH SRV MAR 14- APR 13	111.80	01643700-52230	TELEPHONE	9805378611	
CELL PH SRV MAR 14- APR 13	178.38	01590000-52230	TELEPHONE	9805378611	
CELL PH SRV MAR 14- APR 13	270.50	04100100-52230	TELEPHONE	9805378611	
CELL PH SRV MAR 14- APR 13	382.55	01620100-52230	TELEPHONE	9805378611	
CELL PH SRV MAR 14- APR 13	382.84	01652800-52230	TELEPHONE	9805378611	
CELL PH SRV MAR 14- APR 13	419.76	04200100-52230	TELEPHONE	9805378611	
CELL PH SRV MAR 14- APR 13	487.46	01670100-52230	TELEPHONE	9805378611	
CELL PH SRV MAR 14- APR 13	3,192.43	01662700-52230	TELEPHONE	9805378611	
	5,895.82				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on May 7, 2018**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
VILLAGE OF CAROL STREAM					
124 GERZEVSKE E SIDE PUMP STN	77.25	04200100-53220	WATER	1344208/21254	
124 GERZEVSKE N GARAGE	304.65	01670100-53220	WATER	1343858/20874	
124 GERZEVSKE PWKS CHLR ANALYZER	181.52	04200100-53220	WATER	1344209/21255	
124 GERZEVSKE PWKS CTR	95.09	01670100-53220	WATER	1343859/20875	
245 KUHN RD BATHRM MAIN BLDG	4.61	04101500-53220	WATER	1344210/21256	
245 N KUHN RD	3.99	04101500-53220	WATER	1343855/20871	
245 N KUHN RD ADM BLDG	42.74	04101500-53220	WATER	1343856/20872	
BLDG AT TC FOUNTAIN	4.88	01680000-53220	WATER	1343862/20878	
CS VILLAGE HALL	30.22	01680000-53220	WATER	01343860/20876	
	744.95				
VODOTECH INC					
TC CAMERA INSTALL	1,244.00	01652800-54412	OTHER EQUIPMENT	640	
TC PARKING LOT SECURITY CAMERA	550.00	01652800-54412	OTHER EQUIPMENT	644	
TC SECURITY CAMERA UPGRADE	6,513.00	01652800-54412	OTHER EQUIPMENT	641	
	8,307.00				
WILLIAMS ASSOCIATES ARCHITECTS, LTD					
C S VLG HALL & PD RENOV THRU MAR/2018	8,207.19	11740000-55490	VILLAGE HALL RENOVATION	0018384	
	8,207.19				
GRAND TOTAL	\$2,787,782.19				

AGENDA ITEM
L-2 5-7-18

ADDENDUM WARRANTS
April 17, 2018 Thru May 7, 2018

Fund	Check #	Vendor	Description	Amount
General	A C H	Wheaton Bank & Trust	Payroll April 9, 2018 thru April 22, 2018	553,611.72
Water & Sewer	A C H	Wheaton Bank & Trust	Payroll April 9, 2018 thru April 22, 2018	49,365.03
				<u><u>602,976.75</u></u>

Approved this _____ day of _____, 2018

By: _____
Frank Saverino Sr - Mayor

Laura Czarnecki - Village Clerk

The preceding list of bills payable totaling \$2,787,782.19 was reviewed and approved for payment.

Approved by:



Joseph Breinig – Village Manager

Date: 5/4/18

Authorized by:

Frank Saverino Sr – Mayor

Laura Czarnecki- Village Clerk