

# Village of Carol Stream

## BOARD MEETING

### AGENDA

APRIL 1, 2019

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 March 18, 2019 Village Board Meeting.
2. Approval but not release of Executive Session Minutes of the March 18, 2019 Village Board Meeting.

#### **C. LISTENING POST:**

1. Fourth of July Parade Donation. *A check in the amount of \$1,452.62 representing the 2018 resident water bill donations will be presented to the 4<sup>th</sup> of July Parade Committee for their 2019 July 4<sup>th</sup> Parade.*
2. Proclamation Celebrating National Volunteer Week – April 7-13<sup>th</sup>.
3. Proclamation Designating April Safe Digging Month.
4. 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. Motion to approve MB Financial Bank, N.A. as an authorized depository for Village funds and authorize the Village Manager and Finance Director to execute bank documents necessary to establish an account. *This account will be used in conjunction with outsourced fulfillment services related to the processing of vehicle license payments through the bank's lockbox operations.*

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2. ComEd Strategic Energy Management (SEM) Program – Memorandum of Understanding. *Staff recommends approval of the Memorandum of Understanding for the Village to participate in the ComEd Strategic Energy Management program.*
3. Extension of Contract Administrative Assistant Position – GovTemps USA. *Staff recommends approval of the proposed extension of the Employee Leasing Agreement with GovTemps USA for contract clerical services for the period of May 1, 2019 through April 30, 2020.*
4. Recommendation for Approval of Amendment No. 3 to the Agreement for Operations, Maintenance and Management Services of the Water Reclamation Center (WRC). *Staff recommends approval of Amendment No. 3 to the Agreement for Operations, Maintenance and Management Services of the Water Reclamation Center in the amount of \$1,888,549 for the period of May 1, 2019 through April 30, 2020.*
5. Recommendation to Award a Bid – Fuel Storage Tank Removal and Installation. *Staff recommends approval of a bid for removal and installation of fuel storage tanks to Stiles, Inc., in an amount not to exceed \$177,584.*

#### **I. ORDINANCES:**

1. Ordinance No. 2019-04-\_\_\_\_, An Ordinance Adopting a Municipal Alcoholic Beverage Tax within the Village of Carol Stream. *This ordinance imposes a 2% tax on all retail sales of alcoholic beverages to partially offset costs incurred for the enforcement of laws related to alcohol and alcohol consumption.*
2. Ordinance No. 2019-04-\_\_\_\_, An Ordinance Amending Section 13-3-13 of the Village Code pertaining to water and sewer rates. *This ordinance increases the standard billing rate for water services from \$7.75 to \$8.14 per 1,000 gallons metered and for sewer services from \$4.22 to \$4.66 per 1,000 water gallons metered. The \$0.83 rate increase is necessary for the ongoing operation and maintenance of the water distribution system and sanitary sewer collection and treatment systems. The new rates will take effect May 1, 2019 and will result in an increase of \$4.98 per month for a customer using 6,000 gallons of water. Carol Stream*

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*has among the lowest water and sewer rates in effect among all DuPage Water Commission communities.*

3. Ordinance No. 2019-04-\_\_\_ Amending the Carol Stream Code of Ordinances to Regulate Social Hosting and Unlawful Assembly by Underage Persons. *This ordinance allows the enforcement of those who would enable unlawful consumption of alcohol and drugs on their property.*

#### **J. RESOLUTIONS:**

1. Resolution No. \_\_\_ Declaring Surplus Property owned by the Village of Carol Stream. *Staff recommends declaring two squad cars as surplus for sale via the Insurance Auto Auction INC.*
2. Resolution No. \_\_\_ Appointing a Delegate and Alternate Delegate to the Intergovernmental Risk Management Agency. *Staff recommends approval of the Delegate and Alternate to the Intergovernmental Risk Management Agency.*

#### **K. NEW BUSINESS:**

1. Raffle License Application–Glenbard North High School Theatre Boosters. *The Glenbard North High School Theatre Boosters is requesting a raffle license and waiver of the fee and manager’s fidelity bond during their performance of Marie Antoinette on May 2 – 4, 2019.*
2. Raffle License Application & Amplification Permit Request – Summer Concerts and Support our Troops. *Staff recommends approval to waive the fees and manager’s fidelity bond and approve the raffle and amplification permits for the 2019 Summer Concert Series.*

#### **L. PAYMENT OF BILLS:**

1. Regular Bills: March 19, 2019 through April 1, 2019.
2. Addendum Warrants: March 19, 2019 through April 1, 2019.

# Village of Carol Stream

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APRIL 1, 2019

7:30 P.M.

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

#### **M. REPORT OF OFFICERS:**

1. Mayor:
2. Trustees:
3. Clerk:
4. Treasurer's Report: *Revenue/Expenditure Statements and Balance Sheet for the Month ended February 28, 2019.*

#### **N. EXECUTIVE SESSION:**

1. Collective Negotiating Matters.
2. The setting of a price for sale or lease of property owned by the public body.

#### **O. ADJOURNMENT:**

<b>LAST ORDINANCE</b>	<b>2019-03-11</b>	<b>LAST RESOLUTION</b>	<b>3077</b>
<b>NEXT ORDINANCE</b>	<b>2019-04-12</b>	<b>NEXT RESOLUTION</b>	<b>3078</b>

**REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES**  
**Gregory J. Bielawski Municipal Center, 500 N. Gary Avenue,**  
**Carol Stream, DuPage County, IL**

**March 18, 2019**

Mayor Pro Tem McCarthy called the Regular Meeting of the Board of Trustees to order at 7:30 p.m. and directed Village Clerk Laura Czarnecki to call the roll.

Present: Mayor Pro Tem Matt McCarthy, Trustees David Hennessey, John LaRocca, Rick Gieser, Mary Frusolone and Greg Schwarze

Absent: Mayor Frank Saverino, Sr.

Also Present: Village Manager Bob Mellor, Assistant Village Manager Joe Carey and Village Attorney Jim Rhodes

\*All persons physically present at meeting unless noted otherwise

**Moment of silence for victims of the New Zealand tragedy.**

**MINUTES:**

*Trustee Schwarze moved and Trustee Frusolone made the second to approve the Minutes of the March 4, 2019 Special Workshop Meeting of the Village Board. The results of the roll call vote were as follows:*

*Ayes: 5 Trustees LaRocca, Gieser, Frusolone, Schwarze and McCarthy*

*Abstain: 1 Trustee Hennessey*

*Absent 0*

*The motion passed.*

*Trustee LaRocca moved and Trustee Gieser made the second to approve the Minutes of the March 4, 2019 Regular Meeting of the Village Board. The results of the roll call vote were as follows:*

*Ayes: 5 Trustees LaRocca, Gieser, Frusolone, Schwarze and McCarthy*

*Abstain: 1 Trustee Hennessey*

*Absent 0*

*The motion passed.*

*Trustee Frusolone moved and Trustee Schwarze made the second to approve, but not release the Minutes of the March 4, 2019 Executive Session meeting of the Village Board. The results of the roll call vote were as follows:*

*Ayes: 5 Trustees LaRocca, Gieser, Frusolone, Schwarze and McCarthy*

*Abstain: 1 Trustee Hennessey*

*Absent: 0*

*The motion passed.*

**LISTENING POST:**

1. Resolution No. 3075 Recognizing Joe Rup for Twenty Years of Service with the Village of Carol Stream.

*Trustee Schwarze moved and Trustee Frusolone made the second to approve Resolution No. 3075 Recognizing Joe Rup for Twenty Years of Service with the Village of Carol Stream.*

*Ayes: 6 Trustees Hennessey, LaRocca, Gieser, Frusolone, Schwarze and McCarthy*

*Nays: 0*

*Absent: 0*

*The motion passed.*

2. Proclamation Celebrating 2019 Earth Hour. *Proclamation read by Trustee Frusolone.*

3. Addresses from Audience (3 Minutes).  
*Mr. Richard Young, 25 year resident, is concerned for his family's safety and expressed concerns about repeated police activity at his neighbor's home and asked if he is in any danger? Mr. Young agreed to discuss this matter with the Police Chief tomorrow.*

**PUBLIC HEARINGS:**

**CONSENT AGENDA:**

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

*Ayes: 6 Trustees Hennessey, LaRocca, Gieser, Frusolone, Schwarze and McCarthy*

*Nays: 0*

*Absent: 0*

*The motion passed.*

*Trustee LaRocca 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: 6 Trustees Hennessey, LaRocca, Gieser, Frusolone, Schwarze and McCarthy*

*Nays: 0*

*Absent: 0*

*The motion passed.*

1. #19-0005 Village of Carol Stream – 500 N. Gary Ave.
2. Emergency Street Light Repair Services-Contract Extension (FY20).
3. Award a Contract for Plant Bed Maintenance.
4. Request for Change Order #2-Engineering Services Agreement for WRC NPDES Permit Assistance.
5. Ordinance No. 2019-03-10 An Ordinance Amending Chapter 5, Article 7 of the Village of Carol Stream Code of Ordinances-Motor Vehicle Licenses.
6. Ordinance No. 2019-03-11 An Ordinance Amending Chapter 8, Article 5 of the Carol Stream Traffic Code-Traffic Schedules (Schedule IV-Turns).
7. Resolution No. 3076 Declaring Surplus Property owned by the Village of Carol Stream.
8. Resolution No. 3077 Authorizing the Execution of the Official Zoning Map of the Village of Carol Stream.
9. Payment of Regular and Addendum Warrant of Bills from March 5, 2019 through March 18, 2019.

*Trustee Gieser moved and Trustee Frusolone 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: 6 Trustees Hennessey, LaRocca, Gieser, Frusolone, Schwarze and McCarthy*

Nays: 0

Absent: 0

*The motion passed.*

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

**#19-0005 Village of Carol Stream – 500 N. Gary Avenue:**

*2019 Zoning Map*

**Recommended Approval 6-0**

*The Village Board concurred with Plan Commission’s recommendations.*

**Emergency Street Light Repair Services – Contract Extension (FY20):**

*The Village Board approved a contract extension to H&H Electric Company for emergency street light repair and replacement services for the period of May 1, 2019 through April 30, 2020, pursuant to the provisions of Section 5-8-3(B) and 5-8-14(O) of the Carol Stream Code of Ordinances.*

**Award a Contract for Plant Bed Maintenance:**

*The Village Board approved a contract with Beary Landscaping for Plant Bed Maintenance in the amount of \$58,275 for the period of May 1, 2019 through April 30, 2020.*

**Request for Change Order #2 – Engineering Services Agreement for WRC NPDES Permit Assistance:**

*The Village Board approved Change Order #2 to the Engineering Services Agreement with Baxter & Woodman for WRC NPDES Permit Assistance in an amount not to exceed \$7,500.*

**Ordinance No. 2019-03-10, An Ordinance Amending Chapter 5, Article 7 of the Village of Carol Stream Code of Ordinances – Motor Vehicle**

**Licenses:**

*The Village Board approved Ordinance No. 2019-03-10 repealing Section 12 of Article 7 that extended a discount for on-line vehicle registration that provided an incentive to avoid congestion at the Village’s temporary office location during the Municipal Center renovation project.*

**Ordinance No. 2019-03-11, An Ordinance Amending Chapter 8, Article 5 of the Carol Stream Traffic Code – Traffic Schedules (Schedule IV – Turns):**

*The Village Board approved Ordinance No. 2019-03-11 prohibiting no left turns from County Farm Road (northbound) onto Pawnee Drive and County Farm Road (southbound) onto Dorchester Drive.*



**Resolution No. 3076 Declaring Surplus Property owned by the Village of Carol Stream:**

*The Village Board approved Resolution No. 3076 declaring an Intox EC/IR (serial #4700) and Alco-Sensor FSTs (serial #32787 and #008481) as surplus and disposal of such property.*

**Resolution No. 3077 Authorizing the Execution of the Official Zoning Map of the Village of Carol Stream:**

*The Village Board approved Resolution No. 3077 approving the 2019 Official Zoning Map of the Village of Carol Stream.*

**Regular Bills and Addendum Warrant of Bills:**

*The Village Board approved payment of the Regular Bills dated March 18, 2019 in the amount of \$1,378,040.85. The Village Board approved the payment of Addendum Warrant of Bills from March 5, 2019 thru March 18, 2019 in the amount of \$622,919.34.*

**Report of Officers:**

*Trustee Schwarze congratulated Joe Rup on 20 years of service. He also commented on energy efficiency of the Municipal Center and success of our new K-9, Koda. Please Shop Carol Stream.*

*Trustee Gieser stated the Veteran's Memorial received a \$15,000 grant to complete the Memorial and now have reached its goal. There will be two fundraisers at culvers; one for the Veteran's Memorial on April 2 and another one for the 4th of July parade on April 30. He also stated the Summer Concert Series will be fully funded by sponsors and no tax dollars. Trustee Gieser read a couple of student notes to the Village Board from Evergreen School, second graders.*

*Trustee LaRocca congratulated Joe Rup on his 20 years of service.*

*Trustee Frusolone congratulated Joe Rup on his 20 years of service and stated he goes above and beyond his job duties. She also stated the Village Board meetings are now broadcasted on YouTube for residents who do not have Cable TV. Please vote in the local election on April 2<sup>nd</sup> or during early voting which starts today. Trustee Frusolone congratulated Bradley Braves on their NCAA basketball tournament which her son attends.*

*Trustee Hennessey commented on Mr. Young's experience with his neighbor.*

*Village Clerk Czamecki congratulated Joe Rup on his 20 years of service. She also stated wearing red shirts on Fridays represents everyone deployed.*

*Village Manager Mellor stated 10 miles of sewer flushing started last week in the southwest portion of the Village. He congratulated Joe Rup on his 20 years of service and said he is the "jack of all trades". Residents are encouraged to sign up and/or update your info for the CodeRed emergency alert system. Village Manager Mellor also stated the renovation of the Library will be starting soon and as a result their board meetings will be held at the Municipal Center.*

*Mayor Pro Tem McCarthy congratulated Joe Rup on his 20 years of service. He stated to please clear out storm drains in front of your house to avoid flooding and improve appearances. Mayor Pro Tem McCarthy commented on the Bags Tournament fundraisers which will exceed their goal of \$20,000. \$1,700 will be donated to the Ronald McDonald House and remainder to Relay for Life American Cancer Society.*

*At 8:18 p.m., Trustee Schwarze moved and Trustee Frusolone made the second to adjourn the meeting to Executive Session pursuant to Sections 5/ILCS 120/2(c)(2) Collective Negotiating Matters and 5/ILCS 120/2(c)(6) Setting of a price for sale or lease of property owned by the public body. There will be no Village Board action following Executive Session and the meeting will adjourn thereafter. The results of the roll call vote were as follows:*

*Ayes:           6       Trustees Hennessey, LaRocca, Gieser, Frusolone,  
Schwarze and McCarthy*

*Nays:           0*

*Absent:         0*

*The motion passed.*

FOR THE BOARD OF TRUSTEES

\_\_\_\_\_  
Matthew McCarthy, Mayor Pro Tem

ATTEST:

\_\_\_\_\_  
Laura Czarnecki, Village Clerk

*Village of Carol Stream*  
Interdepartmental Memo

**TO:** Mayor and Trustees  
**FROM:** Robert Mellor, Village Manager *RM*  
**DATE:** March 25, 2019  
**RE:** Fourth of July Parade Donation

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Annually the Village asks residents to donate money with their water bill payments to support the Fourth of July Parade. Money collected in one year is held and released the following year to the Parade Committee. A history of those donations follows:

2006	\$4,192.00
2007	\$4,337.00
2008	\$2,719.97
2009	\$3,724.48
2010	\$2,924.37
2011	\$2,787.70
2012	\$2,806.03
2013	\$1,940.53
2014	\$1,872.53
2015	\$1,893.49
2016	\$1,400.84
2017	\$1,643.94
2018	\$1,452.62

RM/dk

Attachment

cc: Fourth of July Parade Committee

To: Mayor and Village Board

From: Carol Stream July 4<sup>th</sup> Parade Committee

March 21, 2019

The Carol Stream July 4<sup>th</sup> Parade Committee requests the check from the Village from water bill donations.

The funds will be used to pay for parade expenses and performers for the 2019 parade. Performers invited for this year include: the Glenbard North High School Marching Band, the Jesse White Tumblers, the Barefoot Hawaiians, several Shrine Units, stilt walkers, jugglers and many others.

Let us know when it is on the agenda and we will attend the meeting.

Thanks

Kim Gieser  
Chairperson, Carol Stream July 4<sup>th</sup> Parade Committee

**PROCLAMATION**

**Celebrating National Volunteer Week**

**WHEREAS**, the Carol Stream Volunteer Program began in 1997 with 5 original volunteers; and

**WHEREAS**, the Carol Stream Community Emergency Response Team began in 2009 with 20 original members; and

**WHEREAS**, currently the Village of Carol Stream has 67 Volunteers and 112 Community Emergency Response Team members of all ages and backgrounds serving the community; and

**WHEREAS**, the Volunteers and Community Emergency Response Team members serve the community by improving village and police services, assisting with public safety, providing disaster relief, ensuring community outreach programs and promoting civic engagement; and

**WHEREAS**, in 2018 the Volunteers served the community with a total of 1,257 hours of service with an estimated savings to the Village of \$30,168; and

**WHEREAS**, over the last 5 years the Volunteers have served the community with 9,459 hours of service with an estimated Village savings of \$208,000; and

**WHEREAS**, the Village of Carol Stream and the Carol Stream Police Department will continue to support and enhance community volunteerism in all of its forms.

NOW, THEREFORE BE IT PROCLAIMED THAT I, MAYOR FRANK SAVERINO SR. AND THE VILLAGE BOARD OF TRUSTEES, CAROL STREAM, DUPAGE COUNTY, ILLINOIS IN THE EXERCISE OF ITS HOME RULE POWERS, do hereby proclaim the week of April 7-13<sup>th</sup> as **National Volunteer Week** and congratulate Carol Stream Volunteers and C.E.R.T. members, both past and present, on their service in strengthening our community through their volunteerism.

PROCLAIMED this 1st DAY of APRIL 2019

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Frank Saverino Sr., Mayor

ATTEST:

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Laura Czarnecki, Village Clerk

**PROCLAMATION**

**Safe Digging Month**

**WHEREAS**, each year, the nation's underground utility infrastructure is jeopardized by unintentional damage by those who fail to call 8-1-1 to have underground lines located prior to digging. Undesired consequences, such as service interruption, damage to the environment, personal injury, and even death, are the potential results; and

**WHEREAS**, the Common Ground Alliance and its 1,700 members, including JULIE Inc., promote the national Call-Before-You-Dig number, 8-1-1, in an effort to reduce these damages. Designated by the FCC in 2005, 8-1-1 provides potential excavators and homeowners a simple number to reach our local JULIE One Call Center to request utility line locations at the intended dig site; and

**WHEREAS**, through education of safe digging practices, excavators and homeowners can save time and money keeping our Village safe and connected by: making a simple call to 8-1-1 in advance of any digging project; waiting the required amount of time; respecting the marked lines by maintaining visual definition throughout the course of the excavation; and finally, digging with care around the marks; and

**WHEREAS**, all parties agree that safe digging is a shared community responsibility. To know what is below, call 8-1-1 before you dig at least two (2) days before the start of any excavation project.

NOW, THEREFORE, BE IT PROCLAIMED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, that April 2019, be known as **SAFE DIGGING MONTH** in the Village of Carol Stream, and encourage excavators and homeowners throughout the community to always call 8-1-1 before digging.

Dated this 1<sup>st</sup> day of April, 2019

\_\_\_\_\_  
Frank Saverino, Sr., Mayor

ATTEST:


\_\_\_\_\_  
Laura Czarnecki, Village Clerk

# *Village of Carol Stream.*

## Interdepartmental Memorandum

**DATE:** March 25, 2019

**TO:** Bob Mellor, Village Manager

**FROM:** Jon Batek, Finance Director 

**SUBJECT:** **New Bank Account – Vehicle Sticker Processing**

With the biennial vehicle registration renewal that begins this May 1<sup>st</sup>, we will outsource the fulfillment of mailed back and internet orders through our third party vendor Third Millennium and Associates (TMA). TMA has for many years been our print house and software provider for vehicle registration materials and database maintenance of license records.

Included as a part of the fulfillment process, TMA contracts with MB Financial to process mailed back orders that are sent directly to their lockbox facility. Once payments are posted, the return mailing of the customer's vehicle sticker(s) is handled by a fulfillment center (iD Commerce + Logistics) based in Glendale Heights.

Because TMA's fulfillment program uses MB Financial as their third party partner, we need to establish an account at MB to receive lockbox deposits as payments are processed. We will periodically "sweep" deposits from the MB account to our accounts at Wheaton Bank & Trust, the Village's primary local banking institution.

Requested is Village Board authorization to name MB Financial Bank, N.A. as an authorized Village depository for use with the vehicle sticker program.

# Corporate Authorization Resolution

MB Financial Bank, N.A.  
 6111 North River Road  
 Rosemont, IL 60018

**By:** Village of Carol Stream  
 Vehicle Sticker Account  
 500 North Gary Avenue  
 Carol Stream, IL 60188

*Referred to in this document as "Financial Institution"*

*Referred to in this document as "Corporation"*

I, Laura Czarnecki, certify that I am Secretary (clerk) of the above named corporation organized under the laws of Illinois, Federal Employer I.D. Number 36-2510906, engaged in business under the trade name of Village of Carol Stream, and that the resolutions on this document are a correct copy of the resolutions adopted at a meeting of the Board of Directors of the Corporation duly and properly called and held on (date). These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

**Agents.** Any Agent listed below, subject to any written limitations, is authorized to exercise the powers granted as indicated below:

Name and Title or Position	Signature	Facsimile Signature <i>(if used)</i>
A. <u>Robert Mellor, Village Manager</u>	X _____	X _____
B. <u>Jon Batek, Finance Director</u>	X _____	X _____
C. <u>Barb Wydra, Accounting Manager</u>	X _____	X _____
D. _____	X _____	X _____
E. _____	X _____	X _____
F. _____	X _____	X _____



**Powers Granted.** (Attach one or more Agents to each power by placing the letter corresponding to their name in the area before each power. Following each power indicate the number of Agent signatures required to exercise the power.)

Indicate A, B, C, D, E, and/or F	Description of Power	Indicate number of signatures required
_____	(1) Exercise all of the powers listed in this resolution.	_____
A B C _____	(2) Open any deposit or share account(s) in the name of the Corporation.	1 _____
A B C _____	(3) Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial Institution.	1 _____
_____	(4) Borrow money on behalf and in the name of the Corporation, sign, execute and deliver promissory notes or other evidences of indebtedness.	_____
_____	(5) Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the Corporation as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.	_____
_____	(6) Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box in this Financial Institution.	_____
_____	(7) Other:	_____

**Limitations on Powers.** The following are the Corporation's express limitations on the powers granted under this resolution.

**Resolutions**

**The Corporation named on this resolution resolves that,**

- (1) The Financial Institution is designated as a depository for the funds of the Corporation and to provide other financial accommodations indicated in this resolution.
- (2) This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by the Financial Institution. Any and all prior resolutions adopted by the Board of Directors of the Corporation and certified to the Financial Institution as governing the operation of this corporation's account(s), are in full force and effect, until the Financial Institution receives and acknowledges an express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of a resolution must be accompanied by documentation, satisfactory to the Financial Institution, establishing the authority for the changes.
- (3) The signature of an Agent on this resolution is conclusive evidence of their authority to act on behalf of the Corporation. Any Agent, so long as they act in a representative capacity as an Agent of the Corporation, is authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated on page one, from time to time with the Financial Institution, subject to any restrictions on this resolution or otherwise agreed to in writing.

- (4) All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the Corporation with the Financial Institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.
- (5) The Corporation agrees to the terms and conditions of any account agreement, properly opened by any Agent of the Corporation. The Corporation authorizes the Financial Institution, at any time, to charge the Corporation for all checks, drafts, or other orders, for the payment of money, that are drawn on the Financial Institution, so long as they contain the required number of signatures for this purpose.
- (6) The Corporation acknowledges and agrees that the Financial Institution may furnish at its discretion automated access devices to Agents of the Corporation to facilitate those powers authorized by this resolution or other resolutions in effect at the time of issuance. The term "automated access device" includes, but is not limited to, credit cards, automated teller machines (ATM), and debit cards.
- (7) The Corporation acknowledges and agrees that the Financial Institution may rely on alternative signature and verification codes issued to or obtained from the Agent named on this resolution. The term "alternative signature and verification codes" includes, but is not limited to, facsimile signatures on file with the Financial Institution, personal identification numbers (PIN), and digital signatures. If a facsimile signature specimen has been provided on this resolution, (or that are filed separately by the Corporation with the Financial Institution from time to time) the Financial Institution is authorized to treat the facsimile signature as the signature of the Agent(s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature specimen on file. The Corporation authorizes each Agent to have custody of the Corporation's private key used to create a digital signature and to request issuance of a certificate listing the corresponding public key. The Financial Institution shall have no responsibility or liability for unauthorized use of alternative signature and verification codes unless otherwise agreed in writing.

**Pennsylvania.** The designation of an Agent does not create a power of attorney; therefore, Agents are not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code) unless the agency was created by a separate power of attorney. Any provision that assigns Financial Institution rights to act on behalf of any person or entity is not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code).

**Effect on Previous Resolutions.** This resolution supersedes resolution dated \_\_\_\_\_ n/a . If not completed, all resolutions remain in effect.

**Certification of Authority**

I further certify that the Board of Directors of the Corporation has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the resolutions stated above and to confer the powers granted above to the persons named who have full power and lawful authority to exercise the same. (Apply seal below where appropriate.)

If checked, the Corporation is a non-profit corporation.

In Witness Whereof, I have subscribed my name to this document and affixed the seal of the Corporation on \_\_\_\_\_ (date).

\_\_\_\_\_  
*Secretary*

\_\_\_\_\_  
*Attest by One Other Officer*

**For Financial Institution Use Only**

Acknowledged and received on \_\_\_\_\_


This resolution is superseded by resolution dated \_\_\_\_\_

(date) by KS \_\_\_\_\_ (initials)  
n/a .

**Comments:**

*Village of Carol Stream*  
Interdepartmental Memo

TO: Bob Mellor, Village Manager

FROM: Philip J. Modaff, Director of Public Works 

DATE: March 22, 2019

RE: ComEd Strategic Energy Management (SEM) Program – Memorandum of Understanding

The Village was recently approached by a firm working for ComEd (Cascade Energy Group) about joining a small group of ten area treatment plants to conduct a two-year Strategic Energy Management (SEM) analysis at the WRC. This company has been charged by ComEd to help treatment plants identify low-cost and no-cost energy savings strategies by analyzing treatment plant energy-consumption profiles and treatment processes in an effort to achieve sustainable energy reduction.

In similar efforts across the country, Cascade reports that their program yields an average reduction of seven percent (7%), and that some facilities realize even greater energy reductions. The program is offered free-of-charge; there is a required commitment to participate in multiple training seminars, plant inspections and sharing of energy and operations data. The largest burden for participation will be on Jacobs's staff, and they have indicated they are will to direct the necessary resources over the two-year program period in hopes of finding additional, low-cost/no-cost, sustainable opportunities to reduce energy consumption.

Attached is a Memorandum of Agreement each participant is required to sign in order to qualify for the program and the services to be provided by Cascade Energy Group and ComEd. The Village is not required to expend any funds as a result of participating in the program.

Staff recommends that the Village Board approve a Motion authorizing the Village Manager to sign the attached Memorandum of Understanding for the Village to participate in the ComEd Strategic Energy Management program.

Attachments

## Memorandum of Understanding Strategic Energy Management Agreement

### Participant Information

Company Name: <b>Village of Carol Stream</b>			
Contact name: <b>Phil Modaff</b>	Title: <b>Director of Public Works</b>		
Contact cell or telephone: <b>630-871-6262</b>	Email: <b>pmodaff@carolstream.org</b>		
Facility address: <b>124 Gerzevske Lane</b>	City: <b>Carol Stream</b>	State: <b>IL</b>	Zip: <b>60188</b>

### Overview

Welcome to ComEd’s Energy Efficiency Program’s Strategic Energy Management (SEM) offering administered by Cascade Energy, Inc. SEM is a long-term energy efficiency program offered to qualifying industrial customers of ComEd. Participating facilities engage with Cascade Energy, Inc. (“Cascade Energy”) and a cohort of industrial peer organizations to establish an energy management program that engages facility staff to identify and implement energy saving projects and track energy performance. As a Participant, your organization will receive:

- Energy management training and education for your staff – both one-on-one at your facility and with peers from other industrial facilities via seven in-person workshops;
- Technical assistance for identifying and implementing energy projects;
- Coaching and mentoring at the Executive Sponsor, Energy Champion, and energy team levels;
- Tools for tracking energy performance and quantifying energy savings;
- If eligible, assistance with quantifying and documenting energy-savings for cash incentives regarding completed energy projects and energy savings achieved.

There is no cost to participate in this two-year offering.

### Industrial SEM Offering Components and Expectations

1. Commitment to and participation in SEM activities

This offering requires the sustained assistance of Participant’s personnel, and that Participant commits to, and will allocate personnel in support of, the following activities:

- Assign key roles and responsibilities detailed in Appendix A.
- Establish and support an energy team which meets regularly and implements an energy management plan according to the guidance provided in workshops.

- Send the Energy Champion, and ideally one additional energy team member, to each energy management workshop (which take place in the local region). There will be seven (7) workshops over the course of two years. Cascade Energy will provide a workshop schedule.
- Complete two facility energy scans in collaboration with Cascade Energy and subcontractors.
- Implementation of feasible low/no-cost energy saving projects identified during SEM activities.
- Give site access to Cascade Energy and contractors to support SEM activities.
- Work with Cascade Energy, contractors and provided tools to support energy savings tracking, documentation, and reporting.

Participant is responsible for the performance of its employees, agents, and contractors, and for the accuracy and completeness of all data and information provided to Cascade. Cascade Energy is responsible in turn for its own employees, agents, and contractors, and this team is committed to supporting Participant in developing the SEM offering.

## 2. Data Sharing – Production and Energy

Participant agrees to share relevant facility-specific data on a timely basis with Cascade Energy for use in baseline energy analysis and development of tools to measure energy performance. Such data includes:

- Energy data, including electricity and natural gas usage data
- Facility operational data, including but not limited to production, operating schedules, etc.
- Energy project activity and status

## 3. Incentives

Participants may become eligible for incentives when participating in SEM. These incentives are based on both key milestones achieved as well as energy savings calculated through the Participant's normalized energy consumption model, after netting out savings associated with incented capital projects during the same time period. Participants who comply with all offering requirements are eligible to receive up to \$4,000 in key milestone incentives and a post-measurement performance incentive of \$0.01/kWh of normalized metered data on energy saved. Performance incentives are processed for payment two times during the offering—once after the end of the first year, and a second time after the end of the second year. Final determination of eligibility for performance-based incentive payments, and payment amounts rests solely with ComEd.

Reported energy savings and any associated costs must be verified and approved by ComEd in order to qualify for incentives.

## 4. Engagement Period

The engagement period for SEM is 2 years, and it follows a pre-defined timeline of activities and workshops. Participant agrees to cooperate with Cascade Energy for the duration of the 2-year period. Cascade Energy will alert Participant of the start date of the engagement period with a reasonable amount of notice.

5. Privacy Notice

Other than the need to share the data with ComEd, Cascade will treat Participant's data as confidential. Should a need arise to share information other than with ComEd, Cascade will request Participant's written consent. ComEd shares data in accordance with its privacy notices, which can be found at: <http://www.exeloncorp.com/privacy-policy>.

Commitment to Participate in SEM Offering

By signing and submitting this Agreement, the company named above ("Participant") so agrees

Participant Representative:

Print Name: Robert Mellor	Job Title: Village Manager
Signature:	Date: April 1, 2019

Cascade Energy Representative:

Print Name:	Job Title:
Signature:	Date:

***[Reserved – may include any communication/description of program by the utilities]***

## Appendix A – Strategic Energy Management Roles and Responsibilities

The following elements help contribute to an effective SEM offering:

- a) timely access to Participant’s data and information;
- b) developing the awareness and skill set of Participant’s personnel;
- c) delegating to Participant’s energy team the ability to make and timely communicate decisions;
- d) promptly notifying Cascade Energy of any issues or concerns.

To support those elements, Participant designates the following personnel to fulfill the roles and responsibilities described below.

### Executive Sponsor

- Provide senior leadership support to the Energy Champion and energy team.
- Help communicate throughout the facility that energy efficiency is important and requires the support of all facility staff.
- Help resolve issues and make decisions to ensure success in the offering.
- Allow the Energy Champion and other energy team members to invest time in identifying and implementing energy saving projects, as well as participate in all SEM activities.
- Set reasonable expectations to review SEM accomplishments and facility energy performance with the Energy Champion and energy team members.

Print Name:	Job Title:
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### Energy Champion

- Act as committee chairperson for the energy team, coordinating all activities related to energy saving initiatives, projects and practices and communication with leadership.
- Recruit an energy team of facility coworkers and hold regular energy team meetings.
- Coordinate with Cascade Energy’s SEM coaching team, and attend, along with one or more coworkers, all SEM workshops.
- Ensure that all energy savings activities are tracked and documented in Energy SENSEI.
- Work with energy team to train and motivate facility staff to support energy goals.

Print Name:	Job Title:
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### Data Master


- Work with Cascade Energy’s SEM coaching team to identify and share relevant energy and production data. Data sharing should be on at least a monthly basis.
- Update energy performance tracking results with support from Cascade Energy.

Print Name:	Job Title:
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*Village of Carol Stream*  
Interdepartmental Memo

TO: Robert Mellor, Village Manager

FROM: Philip J. Modaff, Director of Public Works 

DATE: March 14, 2019

RE: Extension of Contract Administrative Assistant Position - - GovTemps USA

In July 2019, the Village Board approved a contract with GovTemps to provide a contract clerical employee to support the AMR Replacement Program. The term of the contract was designed to end concurrent with the fiscal year. Two subsequent one-year extensions were included to be exercised at the Village's discretion.

The program is fully underway and the contract employee is meeting all of the assigned program needs. The attached "Exhibit A" to the original agreement (also attached), details the one-year extension period (May 1, 2019 thru April 30, 2020) and an increase in the hourly rate of three percent (3%).

Staff recommends approval of the proposed extension of the Employee Leasing Agreement with GovTemps USA for contract clerical services for the period May 1, 2019 through April 30, 2020.

Attachments

**EXHIBIT A**  
**Worksite Employee and Base Compensation**

**WORKSITE EMPLOYEE:** Melissa Schultz

**POSITION/ASSIGNMENT:** Administrative Assistant

**BASE COMPENSATION:** \$33.17 per hour for hours worked, based on a thirty-five (35)

hour work week (\$1,160.95 per week). Any adjustment to hours shall be reported weekly via

timesheet to GovTemps via email at payroll@govtempsusa.com on the Monday after

the prior work week.

**POSITION TERM:** Agreement is for the 12-month period (May 1, 2019 – April 30,

2020). Worksite Employee may leave assignment by providing fourteen (14) days written

notice. Agreement may be extended for a subsequent 12-month periods (May 1, 2020 - April

30, 2021) with agreement among all parties. Please review Section 5 of this agreement for

complete terms of the position. Worksite Employee will not work or be paid for the following

Holidays:

New Year's Day

Presidents Day

Memorial Day

July 4<sup>th</sup>

Labor Day

Thanksgiving

Day after Thanksgiving

Christmas Eve

Christmas Day

If a holiday falls on a Saturday, the Village observes the holiday on the preceding Friday. If a holiday falls on a Sunday, the Village observes the holiday on the following Monday.

**GOVTEMPSUSA, INC.:**

By: *J. J. Madenaster*

Date: March 14, 2019

**MUNICIPALITY:**

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

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

This Exhibit A fully replaces all Exhibits A dated prior to the date of the Company's signature above.

## EMPLOYEE LEASING AGREEMENT

**THIS EMPLOYEE LEASING AGREEMENT** (this "Agreement") is made this 16th day of July 2018 ("Effective Date") by and between **GOVTEMPSUSA, LLC**, an Illinois limited liability company ("GovTemps"), and Village of Carol Stream (the "Municipality") (GovTemps and the Municipality may be referred to herein individually as "Party" and collectively as the "Parties").

### RECITALS

The Municipality desires to lease certain employees of GovTemps to assist the Municipality in its operations and GovTemps desires to lease certain of its employees to the Municipality on the terms and conditions contained herein.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions set forth below, and other good and valuable considerations, the receipt and sufficiency of which are mutually acknowledged by the Parties, the Parties hereby agree as follows:

#### SECTION 1 SCOPE OF AGREEMENT

**Section 1.01. Worksite Employee.** The Municipality hereby agrees to engage the services of GovTemps to provide, and GovTemps hereby agrees to supply to the Municipality, the personnel fully identified on **Exhibit A** hereto, hereinafter the "Worksite Employee." **Exhibit A** to this Agreement shall further identify the employment position and/or assignment ("Assignment") the Worksite Employee shall fill at the Municipality and shall further identify the base compensation for each Worksite Employee, as of the effective date of this Agreement. The Parties agree that **Exhibit A** shall establish the framework by which GovTemps shall hire and supply the Worksite Employee and shall not represent a binding obligation that the Municipality accept placement for any Worksite Employee identified on **Exhibit A**. The Municipality shall provide written direction to GovTemps as to the specific need and details for each Worksite Employee at any time during the term of this Agreement. **Exhibit A** may be amended from time to time by a replacement **Exhibit A** signed by both GovTemps and the Municipality. GovTemps shall have the authority to assign and/or remove the Worksite Employee, provided, however, that the Municipality may request, in writing, at the sole discretion of the Municipality, that GovTemps remove the Worksite Employee and such request shall not be withheld by GovTemps. The Parties hereto understand and acknowledge that the Worksite Employee shall be subject to the Municipality's day-to-day supervision.

**Section 1.02. Independent Contractor.** GovTemps and Worksite Employee are and shall remain independent contractors, and not employees, agents, partners of, or joint venturers with, the Municipality. The Worksite Employee shall remain the employee of GovTemps at all times during the term of this Agreement. GovTemps shall have no authority to bind the Municipality to any commitment, contract, agreement or other obligation without the Municipality's express written consent.

**SECTION 2**  
**SERVICES AND OBLIGATIONS OF GOVTEMPS AND MUNICIPALITY**

**Section 2.01. Payment of Wages.** GovTemps shall timely pay the wages and related payroll taxes of the Worksite Employee from GovTemps own account in accordance with federal and Illinois law and GovTemps standard payroll practices. GovTemps shall withhold from such wages all applicable taxes and other deductions elected by the Worksite Employee. GovTemps shall timely forward all deductions to the appropriate recipient as required by law. The Municipality hereby acknowledges that GovTemps may engage a financial entity to maintain its financing and record keeping services, which may include the payment of wages and related payroll taxes in accordance with this Section 2.01. The Municipality agrees to cooperate with any such financial entity to ensure timely payment of (i) wages and related payroll taxes pursuant to this Section 2.01, and (ii) Fees pursuant to Section 3.03.

**Section 2.02. Workers' Compensation.** To the extent required by applicable law, GovTemps shall maintain and administer workers' compensation, safety and health programs. GovTemps shall maintain in effect workers' compensation coverage covering all Worksite Employee and complete and file all required workers' compensation forms and reports.

**Section 2.03. Employee Benefits.** GovTemps shall provide to Worksite Employee those employcc benefits fully identified on **Exhibit B** hereto. GovTemps may amend or terminate any of its employee benefit plans according to their terms. All employee benefits, including severance benefits for Worksite Employee will be included in Fees payable to GovTemps under Section 3.01 of this Agreement. At no time shall the Municipality be required to pay any amount in addition to the fees set forth in Section 3.01 and **Exhibit A**.

**Section 2.04. Vacation, Sick and Personal Leave.** The Worksite Employee shall not be entitled to any paid leave during his or her placement with the Municipality. Should the Worksite Employee be absent from work for whatever reason, the Municipality will notify GovTemps within forty-eight (48) hours of the absence, and GovTemps shall deduct the absence from the fees due pursuant to Section 3.01, provided that if an absence injury occurs on a Friday or weekend, said absence shall be reported on the next business day.

**Section 2.05. Maintenance and Retention of Payroll and Benefit Records.** GovTemps shall maintain complete records of all wages and benefits paid and personnel actions taken by GovTemps in connection with any of the Worksite Employee, shall retain control of such records at such GovTemps location as shall be determined solely by GovTemps, and shall make such records available as required by applicable federal, state or local laws.

**Section 2.06. Other Obligations of GovTemps.** GovTemps shall be responsible for compliance with any federal, state and local law that may apply to its Worksite Employee(s).

**Section 2.07. Direction and Control.** The Parties agree and acknowledge that the Municipality has the right of direction and control over the Worksite Employee, including matters of discipline, excluding removal or reassignment, as provided for by Section 1.01. The Worksite Employee shall be supervised, directly and indirectly, and exclusively by the Municipality's supervisory and managerial employees.

**Section 2.08. Obligations of the Municipality.** As part of the employee leasing relationship, the Municipality hereby covenants, agrees and acknowledges:

(a) The Municipality shall comply with OSHA and all other health and safety laws, regulations, ordinances, directives, and rules applicable to the Worksite Employee or to his or her place of work;

(b) With respect to the Worksite Employees, the Municipality shall comply with all applicable employment-related laws and regulations, including and, without limitation, Title VII of the Civil Rights Act of 1964, as amended, (Title VII), the Americans With Disabilities Act of 1990 (ADA), the Age Discrimination in Employment Act (ADEA), the Equal Pay Act of 1963, the Civil Rights Acts of 1866 and 1871 (42 U.S.C. § 1981), the Family and Medical Leave Act of 1993, the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Employee Retirement Income Security Act of 1974, the Illinois State Constitution, the Illinois Human Rights Act, and any other federal, state or local law, statute, ordinance, order, regulation, policy or decision regulating wages and the payment of wages by GovTemps, prohibiting employment discrimination or otherwise establishing or relating to rights of employees;

(c) The Municipality shall retain the right to exert sufficient direction and control over the Worksite Employee as is necessary to conduct the Municipality's business and operations, without which the Municipality would be unable to conduct its business, operation or comply with any applicable licensure, regulatory or statutory requirements;

(d) The Municipality shall, at its sole discretion, have the right to have the Worksite Employee removed at any time and for any reason, in accordance with Section 1.01;

(e) The Municipality agrees that the Municipality shall pay no wages, salaries or other forms of direct or indirect compensation, including employee benefits, to Worksite Employee and that Worksite Employee shall receive all direct or indirect compensation including employee benefits from GovTemps;

(f) The Municipality shall report to GovTemps any injury to any Worksite Employee of which it has knowledge within forty-eight (48) hours of acquiring such knowledge, provided if an injury occurs on a Friday, weekend or holiday, said injury shall be reported on the next business day. If a Worksite Employee is injured in the course of performing services for the Municipality, the Municipality and GovTemps shall follow the procedures and practices regarding injury claims and reporting, as determined by GovTemps. Upon receipt of notification from GovTemps or its insurance carrier that an injured Worksite Employee is able to return to work and perform "light duty," the Municipality may, but shall not be required, to make available an appropriate light duty work assignment for such Worksite Employee, but only if such light duty assignment is available and feasible; and

(g) The Municipality shall report all on-the-job illnesses, accidents and injuries of the Worksite Employee to GovTemps within forty-eight (48) hours following notification of said injury by employee or employee's representative, provided if an illness, accident or injury occurs on a Friday, weekend or holiday, said illness, accident or injury shall be reported on the next business day.

**SECTION 3  
FEES PAYABLE TO GOVTEMPS**

**Section 3.01. Fees.** The Municipality hereby agrees to pay GovTemps fees for the services provided under this Agreement in the form of the base compensation as identified by the parameters set forth on **Exhibit A** and specifically agreed to at the time the Worksite Employee is placed with the Municipality. Fees shall not become due until the Worksite Employee is placed with the Municipality and actually begins working. Fees shall be paid for the actual days worked by the Worksite Employee, provided the Municipality reports said absence in accordance with Section 2.04, and any fees due shall be reduced to account for any reported absences of the Worksite Employee.

**Section 3.02. Increase in Fees.** There shall be no increase in fees during the term of this Agreement. Provided, however, should the Municipality decide to increase the base compensation as provided for and identified on **Exhibit A**, the fee shall be adjusted as set forth in Section 3.01

**Section 3.03. Payment Method.** Following the close of each month during the term of this Agreement, GovTemps shall provide the Municipality a written invoice for the fees owed by the Municipality pursuant to this Agreement for the prior month. Within thirty (30) days following receipt of such invoice, the Municipality shall pay all invoiced amounts by check, wire transfer or electronic funds transfer to GovTemps to an account or lockbox as designated on the invoice.

**SECTION 4  
INSURANCE**

**Section 4.01. General and Professional Liability Insurance.** The Municipality shall maintain in full force and effect at all times during the term of this Agreement a Comprehensive (or Commercial) General Liability and Professional Liability (if applicable) insurance policy or policies (the "Policies"), with minimum coverage in the amount of \$1,000,000 per occurrence, \$3,000,000 aggregate. At a minimum, the Policies shall insure against bodily injury and property damage liability caused by on-premises business operations, completed operations and/or products or professional service and non-owned automobile coverage.

At all times during the term of this Agreement, GovTemps shall procure and maintain insurance to protect GovTemps from claims arising out of Commercial General Liability and Professional Liability, with minimum coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate.

**Section 4.02. Certificate of Insurance.** Upon request, either Party shall provide the other Party with one or more Certificates of Insurance, verifying the Municipality's compliance with the provisions of Section 4.01.

**Section 4.03. Automobile Liability Insurance.** If the Worksite Employee drives a Municipal or personal vehicle for any reason in connection with his or her Assignment, the Municipality and GovTemps shall both maintain in effect automobile liability insurance which shall insure the Worksite Employee, GovTemps and the Municipality against liability for bodily injury, death and property damage.

**SECTION 5  
DURATION AND TERMINATION OF AGREEMENT**

**Section 5.01. Effective and Termination Dates.** This Agreement shall become effective on July 16, 2018 and shall continue in effect thereafter for a period of approximately nine and one-half (9 ½) months (April 30, 2019). Agreement may be extended for up to two subsequent twelve (12) month periods (May 1, 2019-April 30, 2020 and May 1, 2020-April 30, 2021) by written agreement of the Parties; or until it is terminated in accordance with the remaining provisions of this Section 5. For the purposes of the Agreement, the date on which this Agreement expires and/or is terminated shall be referred to as the "Termination Date."

**Section 5.02. Termination of Agreement for Failure to Pay Fees.** If the Municipality fails to timely pay the fees required under this Agreement, GovTemps may give the Municipality notice of its intent to terminate this Agreement for such failure and if such failure is remedied within thirty (30) days, the notice shall be of no further effect. If such failure is not remedied within the thirty (30) day period, GovTemps shall have the right to terminate the Agreement upon expiration of such remedy period.

**Section 5.03. Termination of Agreement for Material Breach.** If either Party materially breaches this Agreement, the non-breaching Party shall give the breaching Party notice of its intent to terminate this Agreement for such breach and if such breach is remedied within ten (10) days, the notice shall be of no further effect. If such breach is not remedied within the ten (10) day period, the non-breaching Party shall have the right to immediately terminate the Agreement upon expiration of such remedy period.

**Section 5.04. Termination of Agreement For Reason Other than Material Breach.** Either Party may terminate this Agreement for reason other than material breach by giving fourteen (14) days prior written notice to the other Party. Upon such termination, GovTemps shall be paid for the time period through the effective date of termination.

**Section 5.05. Termination of Agreement to execute Temp-to-Hire Arrangement.** At the end of the term of the agreement, as outlined in Section 5.01, the Municipality may hire the Employee as a permanent employee of the Municipality. If the Municipality exercises this option, the sum of two weeks gross salary is payable to GovTemps within thirty (30) days of the permanent employment date. If the Municipality does not exercise the Temp-to-Hire Arrangement by the end of the contract, as outlined in Section 5.01, it agrees not to extend an offer of employment to the Employee for two years after the conclusion of this agreement. If an offer is made within two years after the conclusion of this agreement, as outlined in Section 5.01, then the two weeks gross salary fee is payable to GovTemps within thirty (30) days of the permanent employment date.

**SECTION 6  
NON-SOLICITATION**

**Section 6.01. Non-Solicitation.** The Municipality acknowledges GovTemps legitimate interest in protecting its business for a reasonable time following the termination of this Agreement. Accordingly, the Municipality agrees that during the term of this Agreement and for a period of two (2) years thereafter, the Municipality shall not solicit, request, entice or induce



Worksite Employee to terminate his or her employment with the GovTemps, nor shall the Municipality hire Worksite Employee as an employee.

**Section 6.02. Injunctive Relief.** The Municipality recognizes that the rights and privileges granted by this Agreement are of a special, unique, and extraordinary character, the loss of which cannot reasonably or adequately be compensated for in damages in any action at law. Accordingly, the Municipality understands and agrees that GovTemps shall be entitled and limited to equitable relief, including a temporary restraining order and preliminary and permanent injunctive relief, to prevent or enjoin a breach of Section 6.01 this Agreement.

**Section 6.03. Survival.** The provision of this Section 6 shall survive any termination of this Agreement.

## **SECTION 7 DISCLOSURE AND INDEMNIFICATION PROVISIONS**

**Section 7.01. Indemnification by GovTemps.** GovTemps agrees to indemnify, defend and hold the Municipality and its related entities or their agents, representatives or employees (the "Municipality Parties") harmless from and against all claims, liabilities, damages, attorney's fees, costs and expenses ("Losses") (a) arising out of GovTemps breach of its obligations under this Agreement, (b) related to the actions or conduct of GovTemps and its related business entities, their agents, representatives and employees, including the Work Site Employees (the "GovTemps Parties"), taken or not taken with respect to the Worksite Employees that relate to events or incidents occurring during or subsequent to the term of this Agreement, and (c) arising from any act or omission on the part of GovTemps or any of the GovTemps Parties.

**Section 7.02. Indemnification by the Municipality.** The Municipality agrees to indemnify, defend and hold the GovTemps Parties harmless from and against all Losses (a) arising out of the Municipality's breach of its obligations under this Agreement, and (b) arising from any act or omission on the part of the Municipality or any of the Municipality Parties. Notwithstanding the foregoing, the Municipality shall have no obligations to the GovTemps Parties under this Section with respect to Losses arising out of events or incidents occurring before or after the term of this Agreement.

**Section 7.03. Indemnification Procedures.** The Party that is seeking indemnity (the "Indemnified Party") from the other Party (the "Indemnifying Party") pursuant to this Section 7, shall give the Indemnifying Party prompt notice of any such claim, allow the Indemnifying Party to control the defense or settlement of such claim and cooperate with the Indemnifying Party in all matters related thereto; provided however that, prior to the Indemnifying Party assuming such defense and upon the request of the Indemnified Party, the Indemnifying Party shall demonstrate to the reasonable satisfaction of the Indemnified Party that the Indemnifying Party (a) is able to fully pay the reasonably anticipated indemnity amounts under this Section 7 and (b) takes steps satisfactory to the Indemnified Party to ensure its continued ability to pay such amounts. In the event the Indemnifying Party does not control the defense, the Indemnified Party may defend against any such claim at the Indemnifying Party's cost and expense, and the Indemnifying Party shall fully cooperate with the Indemnified Party, at no charge to the Indemnified Party, in defending such potential Loss, including, without limitation, using reasonable commercial efforts

to keep the relevant Worksite Employee available. In the event the Indemnifying Party controls the defense, the Indemnified Party shall be entitled, at its own expense, to participate in, but not control, such defense. The failure to promptly notify the Indemnifying Party of any claim pursuant to this Section shall not relieve such Indemnifying Party of any indemnification obligation that it may have to the Indemnified Party, except to the extent that the Indemnifying Party demonstrates that the defense of such action has been materially prejudiced by the Indemnified Party's failure to timely give such notice.

**Section 7.04. Survival of Indemnification Provisions.** The provisions of this Section 7 shall survive the expiration or other termination of this Agreement.

## **SECTION 8 ADDITIONAL PROVISIONS**

**Section 8.01. Amendments.** This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by all of the Parties to this Agreement.

**Section 8.02. Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the Parties and their respective heirs, successors, representatives and assign. Neither Party may assign its rights or delegate its duties hereunder without the express written consent of the other Party, which consent shall not be unreasonably withheld.

**Section 8.03. Counterpart Execution.** This Agreement may be executed and delivered in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered via facsimile.

**Section 8.04. Definitions.** Terms and phrases defined in any part of this Agreement shall have the defined meanings wherever used throughout the Agreement. The terms "hereunder" and "herein" and similar terms used in this Agreement shall refer to this Agreement in its entirety and not merely to the section, subsection or paragraph in which the term is used.

**Section 8.05. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties regarding GovTemps provision of Worksite Employee to the Municipality, and contains all of the terms, conditions, covenants, stipulations, understandings and provisions agreed upon by the Parties. This Agreement supersedes and takes precedence over all proposals, memorandum agreements, tentative agreements, and oral agreements between the Parties, made prior to and including the date hereof, and not specifically identified and incorporated in writing into this Agreement. No agent or representative of either Party hereto has authority to make, and the Parties shall not be bound by or liable for, any statement, representation, promise, or agreement not specifically set forth in this Agreement.

**Section 8.06. Further Assurances.** Each of the Parties shall execute and deliver any and all additional papers, documents and other assurances and shall do any and all acts and things reasonably necessary in connection with the performances of their obligations hereunder and to carry out the intent of the parties hereto.

**Section 8.07. Gender.** Whenever the context herein so requires, the masculine, feminine or neuter gender and the singular and plural number shall each be deemed to include the other.

**Section 8.08. Notices.** Notices given under this Agreement shall be in writing and shall either be served personally or delivered by certified first class U.S. Mail, postage prepaid and return receipt requested or by overnight delivery service. Notices also may effectively be given by transmittal over electronic transmitting devices such as Telex or facsimile machine if the Party to whom the notice is being sent has such a device in its office, provided that a complete copy of any notice shall be mailed in the same manner as required for a mailed notice.

Notices shall be deemed received at the earlier of actual receipt or three days from mailing date. Notices shall be directed to the Parties at their respective addresses shown below. A Party may change its address for notice by giving written notice to the other Party in accordance with this Section:

If to GovTemps:

GOVTEMPSUSA, LLC  
630 Dundee Road, Suite 130  
Northbrook, Illinois 60062  
Attention: Michael Earl  
Telephone: 224-261-8366  
E-Mail: [mearl@govhrusa.com](mailto:mearl@govhrusa.com)

If to the Municipality:

Village of Carol Stream  
500 North Gary Avenue  
Carol Stream, IL 60188  
Attention: Phil Modaff  
Telephone: 630-871-6262  
E-Mail: [pmodaff@carolstream.org](mailto:pmodaff@carolstream.org)

**Section 8.09. Section Headings.** Section and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

**Section 8.10. Severability.** If any part or condition of this Agreement is held to be void, invalid or inoperative, such shall not affect any other provision hereof, which shall continue to be effective as though such void, invalid or inoperative part, clause or condition had not been made.

**Section 8.11. Waiver of Provisions.** The failure by one Party to require performance by the other Party shall not be deemed to be a waiver of any such breach, nor of any subsequent breach by the other Party of any provision of this Agreement. Such waiver shall not affect the validity of this Agreement, nor prejudice either Party's rights in connection with any subsequent action. Any provision of this Agreement may be waived if, but only if, such waiver is in writing signed by the Party against whom the waiver is to be effective.


**Section 8.12. Confidentiality.** Each Party shall protect the confidentiality of the other's records and information and shall not disclose confidential information without the prior written

consent of the other Party. Each Party shall reasonably cooperate with the other Party regarding any Freedom of Information Act (FOIA) request calling for production of documents related to this Agreement.


**Section 8.13. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, except the law of conflicts. The parties agree that any claims, disputes, actions or causes of action arising out of this Agreement or relating to the breach thereof shall be brought before a court of proper jurisdiction in Cook County, Illinois.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

GOVTEMPSUSA, LLC,  
an Illinois limited liability company

By:   
Name: Joellen C. Earl  
Title: President/Co-owner

Village of Carol Stream

By:   
Name: Joseph E. Breinig  
Title: Village Manager

**EXHIBIT A**  
**Worksite Employee and Base Compensation**

**WORKSITE EMPLOYEE:** Melissa Schultz

**POSITION/ASSIGNMENT:** Administrative Assistant

**BASE COMPENSATION:** \$32.20 per hour for hours worked, based on a thirty-five (35)


hour work week (\$1,127 per week). Any adjustment to hours shall be reported weekly via timesheet to GovTemps via email at payroll@govtempsusa.com on the Monday after the prior work week.

**POSITION TERM:** Agreement is for approximately 9½ months (July 16, 2018 – April 30, 2019). Worksite Employee may leave assignment by providing fourteen (14) days written notice. Agreement may be extended for two subsequent 12-month periods (May 1, 2019- April 30, 2020 and May 1, 2020- April 30, 2021) with agreement among all parties. Please review Section 5 of this agreement for complete terms of the position. Worksite Employee will not work or be paid for the following Holidays:

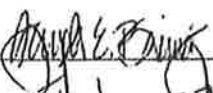
New Year's Day  
Presidents Day  
Memorial Day  
July 4<sup>th</sup>  
Labor Day  
Thanksgiving  
Day after Thanksgiving  
Christmas Eve  
Christmas Day

If a holiday falls on a Saturday, the Village observes the holiday on the preceding Friday. If a holiday falls on a Sunday, the Village observes the holiday on the following Monday.

**GOVTEMPSUSA, INC.:**

By:   
Date: July 16, 2018

**MUNICIPALITY:**

By:   
Date: July 17, 2018


This Exhibit A fully replaces all Exhibits A dated prior to the date of the Company's signature above.

**EXHIBIT B**  
**Summary of Benefits**

Not applicable.

*Village of Carol Stream*  
Interdepartmental Memo

TO: Robert Mellor, Village Manager

FROM: Philip J. Modaff, Director of Public Works 

DATE: March 14, 2019

RE: Recommendation for Approval of Amendment No. 3 to the Agreement for Operations, Maintenance and Management Services of the Water Reclamation Center (WRC)

BACKGROUND

In December 2015, the Village Board approved a ten-year agreement with OMI (now Jacobs Engineering) for operation, maintenance and management of the Water Reclamation Center (WRC). The initial agreement year covered the period from May 1, 2016 through April 30, 2017. The agreement included a provision for annual review of costs by the Village and OMI, including a formula for a default increase should the Village and OMI fail to reach agreement.

I have worked with OMI staff to review the various cost centers included in the base fee and to develop a Capital Expenditure ("CapEx") program for the coming fiscal year. The attached proposal requests an increase to the base fee (which covers operating expenses) of 2.20% for the period May 1, 2019 through April 30, 2020, which is in keeping with the formula prescribed in the Agreement. The CapEx category will remain at \$125,000 as established by the Agreement. Two years ago, an additional annual amount of \$11,185 was added to reflect the rental fees for the new ComEd transfer switch that was replaced in Fall 2016. This amount will be included in the Agreement each year, but will not be subject to an annual increase. As a result, the combined operating and capital budget increase would total \$37,722 (from \$1,850,827 to \$1,888,549).

RECOMMENDATION

It is recommended that the Village Board approve Amendment No. 3 to the Agreement for Operations, Maintenance and Management Services of the Water Reclamation Center in the amount of \$1,888,549 for the period May 1, 2019 through April 30, 2020.

Attachment





AMENDMENT NO. 3  
TO THE  
AGREEMENT DATED DECEMBER 7, 2015  
FOR  
OPERATIONS AND MAINTENANCE SERVICES

**THIS AMENDMENT** to the Agreement for Operations Management and Maintenance dated December 7, 2015 is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the Village of Carol Stream, Illinois, whose address for any formal notice is 124 Gerzevske Lane, Carol Stream, IL 60188 (hereinafter "OWNER") and Operations Management International, Inc., whose address for any formal notice is 9191 South Jamaica Street, Englewood, CO 80112 (hereinafter "OPERATOR" or "CH2M HILL").

OWNER and OPERATOR agree as follows:

1. Article 4.8 is hereby deleted in its entirety and replaced with the following:

4.8 OWNER shall pay to OPERATOR as compensation for services performed under this Agreement a base fee of One Million Seven Hundred Fifty Two Thousand Three Hundred Sixty Four Dollars (\$1,752,364) for the period of May 1, 2019 to April 30, 2020 of this Agreement based on the following:

NO.	Budget Item	Contractual Amounts
1	<i>Total Fixed Operating Costs</i>	
	1. <i>Subtotal Labor and Benefits Costs:</i>	\$ 743,835
	2. <i>Subtotal Non-Labor Operating Costs:</i>	\$ 534,091
	<i>Total Labor and Operating Costs:</i>	\$ 1,277,926
2	<i>Budgeted Utility Costs</i>	
	1. <i>Electricity</i>	\$ 232,000
	2. <i>Natural Gas</i>	\$ 11,198
	<i>Budgeted Utility Costs</i>	\$ 243,198
3	<i>Costs for Biosolids Hauling and Disposal:</i>	\$ 160,940
4	<i>IPP Costs</i>	\$ 10,300
5	<i>Repair Budget</i>	\$ 60,000
	<b>Total Base Fixed Fee (Sum of Items 1-5)</b>	<b>\$ 1,752,364</b>
	Automatic Transfer Switch Replacement*	\$ 11,185
	<i>Capital Expenditure Budget (Not included in based fixed fee. See Article 2.18)</i>	\$ 125,000

\* The Transfer Switch Replacement is a fixed, direct cost and will stay the same at \$11,185.00 for the remainder of the contract. This cost is not subject to escalation and will be billed at 1/12 of the total fee each month.



This Amendment No. 3 together with the Agreement constitutes the entire agreement between the Parties and supersedes all prior oral and written understandings with respect to the subject matter set forth herein. Unless specifically stated all other terms and conditions of the Agreement shall remain in full force and effect. Neither this Amendment nor Agreement may be modified except in writing signed by an authorized representative of the Parties.

Both parties indicate their approval of this Agreement by their signatures below.

**OPERATIONS MANAGEMENT  
INTERNATIONAL, INC.**

**VILLAGE OF CAROL STREAM**


\_\_\_\_\_  
Name: Kevin Dahl  
Title: Manager of Projects  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name: Frank Saverino Sr.  
Title: Mayor  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name: Laura Czarnecki  
Title: Village Clerk  
Date: \_\_\_\_\_

*Village of Carol Stream*  
Interdepartmental Memo

TO: Robert Mellor, Village Manager

FROM: Philip J. Modaff, Director of Public Works 

DATE: March 28, 2019

RE: Recommendation to Award a Bid – Fuel Storage Tank Removal and Installation – Stiles, Inc.

The FY20 Capital Projects Fund includes \$140,000 for the removal of the fueling station at the Public Works Center, including three 8,000 gallon underground tanks, conduit and cable, dispensers and canopy. In addition, the project will include installation of a small above ground diesel fuel storage tank and dispenser.<sup>1</sup>

In January 2019, the Village awarded an engineering services contract to Integrity Environmental Services for engineering design, bid assistance and construction oversight. A bid packet was released in early March, a pre-bid meeting was held last week and the bid opening was held on March 27. Seven potential contractors attended the pre-bid meeting, but only three submitted bids with the following results:

CONTRACTOR NAME	Base Bid A1	Base Bid A2	Base Bid A3	Total
Crowne Industries	\$ 53,186	\$ 120,244	\$ 72,151	\$ 245,581
R.W. Collins	\$ 56,650	\$ 58,760	\$ 72,151	\$ 187,561
Stiles, Inc.	\$ 59,058	\$ 46,375	\$ 72,151	\$ 177,584

NOTE: The bid categories above (A1, A2 and A3) are as follows:

- **Base Bid A1** is for the new tank installation
- **Base Bid A2** is for the removal of the existing tanks and dispensing system
- **Base Bid A3** is an amount pre-established by the consultant to account for costs associated with worst-case soil contamination. (Depending on soil and groundwater conditions found by the Office of the State Fire Marshall when the tanks are excavated, some of all of these funds may be expended.)

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<sup>1</sup> The Village shifted to fueling off-site in 2017 through the State of Illinois' WEX program. With few exceptions all vehicles fuel at local retail outlets; one underground storage tank has been kept active for diesel vehicles that are not easily filled at gas stations (tractors, mowers, etc.).

Page Two  
March 28, 2019

Our consultant has reviewed the bid submittal and checked references on the low bidder, and has found all documents to be in order and all references to be satisfactory. The bid sheet and reference sheet are attached for reference.

While the low bid of \$177,584 is over the budgeted amount of \$140,000, it should be noted that the total bid amount includes the worst-case scenario that was assumed for potential contaminated soil and/or groundwater. If, during excavation of the tanks, the Office of the State Fire Marshall determines no contamination is present, very little (if any) of the Base Bid A3 amount (\$72,151) would be spent. If the Fire Marshall identifies any contamination, he will direct and inspect additional excavation until clean soil is identified. Costs related to this additional excavation would come from the Base Bid A3 amount. In addition, if contamination is located, that would trigger the likely release of State Leaking Underground Storage Tank (LUST) funds to help defray the additional costs.

Therefore, staff recommends that the Village Board award a bid for removal and installation of fuel storage tanks to Stiles, Inc., in an amount not-to-exceed \$177,584.

Attachments



March 28, 2019

C-12726

Mr. Phil Modaff  
Public Works Director  
Village of Carol Stream  
124 Gerzevske Lane  
Carol Stream, Illinois 60188

Dear Phil:

**Bid Review and Contractor Recommendation Letter  
Removal of Fuel Dispensing Facility and Installation of  
Aboveground Diesel Storage Tank/Dispensing System  
Public Work Center  
Village of Carol Stream  
124 Gerzevske Lane  
Carol Stream, Illinois  
IES No. 932-02**

On Wednesday, March 27, 2019, bids for the above referenced project were publicly opened and read aloud at the Village of Carol Stream Public Work Center, Carol Stream, Illinois. A copy of the Bid Tabulation sheet is enclosed for your review and reference.

As you know, seven (7) qualified, State-registered tank contractors originally displayed interest in this project by attending the mandatory Pre-Bid Meeting held on March 19, 2019 at the referenced project site. Of the seven (7) tank contractors, three (3) ultimately participated in the bidding process by submitting a bid.

The lowest Base Bid (sum) was received by Stiles, Inc. (Stiles), Loves Park, Illinois in the Base Bid sum amount of \$177,584.00. The second and third low Base Bids were submitted by R.W. Collins Company, Chicago, Illinois in the amount of \$187,561.00 and Crowne Industries, Ltd., Streamwood, Illinois in the amount of \$245,581.00. As you know, an allowance of \$72,151.00 was included in the Base Bid sum of all bidders. All three (3) bidders properly submitted the required 10% Bid Bond/Bid Security, acknowledged the receipt of Addendum No. 1, and properly signed and has notarized, where needed, all applicable bid documents.

On March 27, 2019, following the bid opening, Integrity Environmental Services, Inc. contacted a representative of Stiles to discuss their bid. The Stiles representative verified that their bid is accurate and sound and accounts for all scope of work tasks and items. The Stiles representative also indicated that they stand by their bid and their pricing. We also asked the Stiles representative if they were willing to negotiate Unit Price B.1 (impacted water pumping, transport, and disposal). The Stiles representative indicated that they are willing to negotiate this per gallon price.

Mr. Phil Modaff  
C-12726  
March 28, 2019  
Page 2

Our experience working with Stiles is very limited. As such, we contacted the three (3) project references listed on the References section of the Project Specifications. As of this writing, two (2) of the three (3) returned our calls. Below is a summary of these reference discussions:

1. City of Elgin (Mr. John Nardozzi, OBG Engineering)-

We were informed that this 2018/2019 City of Elgin project included excavation and soil remediation activities on various site (single contract). It was reported that Stiles was responsive, performed well, and responded well to site complications. It was also noted that Stiles clearly understood their work, their contract, and the regulatory requirements of the project. Additionally, Mr. Nardozzi was impressed with their project-related and administrative paperwork. Mr. Nardozzi indicated that his firm would work with Stiles again.

2. City of Mendota (Mr. Ross Grimes, Fehr Graham)-

This 2019 City of Mendota project included UST removal and soil remediation activities. It was reported that Stiles was responsive, performed well, and was cooperative. It was also noted that Stiles understood their work, their contract, and the regulatory requirements of the project. Also, Mr. Grimes stated that their equipment was relatively new and good working order. Similarly, Mr. Grimes indicated that their project-related and administrative paperwork was good and would work with Stiles again.

In summary, we believe that Stiles is capable of performing this project and all associated tasks professionally, according to our specifications and all regulatory requirements, and in a cost-effective and timely manner. We therefore recommend that the Village move forward with the approval of the Base Bid sum of \$177,584.00, as submitted by Stiles, Inc.

A copy of Stiles' bid package has been enclosed for reference. Please note, all original bids received and opened at the March 27, 2019 bid opening will be returned (hand-delivered) to your office.

We trust that this letter and its content will further assist your office, and the Village Board with the evaluation of this project and these bid results. We look forward to a successful, timely, and cost-effective completion to this project.

Mr. Phil Modaff  
C-12726  
March 28, 2019  
Page 3

As always, if you have any questions, please feel free to contact the undersigned at (630) 718-9133.

INTEGRITY ENVIRONMENTAL SERVICES, INC.



Mark J. Ravanese  
President

Enclosures

cc: Mr. Ron Roehn

**BID TABULATION SHEET**

**REMOVAL OF FUEL DISPENSING FACILITY AND INSTALLATION OF  
ABOVEGROUND DIESEL STORAGE TANK/DISPENSING SYSTEM**

VILLAGE OF CAROL STREAM  
PUBLIC WORKS CENTER  
124 GERZEVSKE LANE  
CAROL STREAM, ILLINOIS  
IES NO. 932-02

BIDS DUE/BID OPENING:  
MARCH 27, 2019, 10:00 A.M.

Bidding Contractor	Bid Bond/ Security (10%)	Add. No. 1	Base Bid A.1	Base Bid A.2	Base Bid A.3	Unit Price B.1	Unit Price B.2	Unit Price B.3	Total Base Bid Sum (A.1-A.3)
Crowne Industries, Ltd.	Rec'd.	Yes	\$53,186.00	\$120,244.00	\$72,151.00	\$0.47/gal	\$22.00/ton	\$6.50/ft <sup>2</sup>	<b>\$245,581.00</b>
Industrial & Environmental	No Bid								<b>No Bid</b>
Metro Tank and Pump	No Bid								<b>No Bid</b>
Petroleum Technologies	No Bid								<b>No Bid</b>
R.W. Collins Company	Rec'd.	Yes	\$56,650.00	\$58,760.00	\$72,151.00	\$1.00/gal	\$28.50/ton	\$7.67/ft <sup>2</sup>	<b>\$187,561.00</b>
Stenstrom Petroleum Group	No Bid								<b>No Bid</b>
Stiles, Inc.	Rec'd.	Yes	\$59,058.00	\$46,375.00	\$72,151.00	\$3.00/gal	\$28.00/ton	\$12.00/ft <sup>2</sup>	<b>\$177,584.00</b>



SECTION 000300 - BID FORM

BID DATE: March 27, 2019

OWNER: VILLAGE OF CAROL STREAM  
500 NORTH GARY AVENUE  
CAROL STREAM, ILLINOIS 60188

BID FOR: REMOVAL OF FUEL DISPENSING FACILITY AND  
INSTALLATION OF ABOVEGROUND DIESEL  
STORAGE TANK/DISPENSING SYSTEM

VILLAGE OF CAROL STREAM  
PUBLIC WORKS CENTER  
124 GERZEVSKE LANE  
CAROL STREAM, ILLINOIS

BID FROM: Stiles, Inc.

2104 Charmar Drive

Loves Park, IL 61111

The undersigned acknowledges receipt of the bid documents (Project Specifications) for the work indicated above, including all Division 0 Sections, this Bid Form (Section 000300), Division 1 Sections, AST System Installation Work (Section 002080), UST System Removal Work (Section 002081), Soil Remediation Work (Section 002082), Concrete Work (Section 003001), Flexible Asphalt Pavement Work (Section 321200), the Project Drawings, all specified and/or referenced documents, the as listed herein, and all Addenda.

Bidder acknowledges receipt of Addenda as listed below:

Addenda: No. 1 Dated 3/21/2019  
No. \_\_\_\_\_ Dated \_\_\_\_\_  
No. \_\_\_\_\_ Dated \_\_\_\_\_  
No. \_\_\_\_\_ Dated \_\_\_\_\_

Having examined the site of work, having become familiar with local conditions affecting the cost of the work and with all requirements of the bidding documents including the Project Manual, Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, General Conditions, Technical Specifications, Project Drawings, and duly issued Addenda, Bidder hereby agrees to perform all work and furnish all labor, materials and equipment specifically required of him by the bidding documents, including such additional work as may be included as related requirements in other divisions or sections of the Specifications.

The Bidder Agrees:

To furnish the described labor, materials, equipment, services, insurance, etc. for the stated Base Bid lump sum prices, the requested allowances, all unit prices, and requested Alternate Bids, if applicable, as requested in this Bid Form.

To hold this bid open until forty-five (45) calendar days after the bid opening date.

To accept the provisions of the Bid Form, Invitation to Bid, General Conditions, Specifications, Drawings, Addenda, and disposition of the bid security.

To enter into and execute a contract with the Owner, if awarded the project on the basis of this bid, and in connection therewith to:

1. Furnish all bonds and insurance required by the bidding documents and as defined in the General Conditions and other applicable Sections.
2. Accomplish the work in accordance with the contract.
3. Complete the work within the contract time herein specified.

Start Dates/Site Access/Completion Dates:

A project schedule has been provided as part of the bid documents. This schedule indicates the sequence of work under this portion of the contract only. The project schedule will be updated upon award and/or scheduling of all other contracts, if applicable, to include the completion dates and time durations provided by other successful bidders.

The bidder is required to become familiar with the scope and schedule of other projects and consider this information when completing this bid. The Owner will not be responsible for any additional costs or delays incurred by the Contractor or their Subcontractors for failing to accommodate the scope and schedules of the work to be performed by the other contractors.

The Owner will not be responsible for any additional costs due to the Contractor or Subcontractors performing work on evenings, weekends, or holidays in order to complete the work of the Contract Documents on or before the required substantial completion date or final completion date agreed to in this Bid Form by the Bidder.

Award Schedule and On-Site Start Date:

The undersigned agrees to begin the required permitting process immediately upon receipt of the Owner's Letter of Intent to Award on March 28, 2019. It is the Village's intention to issue a formal Contract soon after the scheduled Village Board Meeting of April 1, 2019. Site work shall begin before May 20, 2019 and continue uninterrupted until complete.

Construction Sequence:

The undersigned agrees to begin the project on May 20, 2019 and to perform the specified work continuously and uninterrupted until completion.

Completion Date:

The undersigned agrees to be substantially complete with all work specified for on or before June 7, 2019. It is expected that all work be fully completed on or before June 11, 2019.

Bid Deposit:

The undersigned furnishes herewith, a bid deposit in the amount of 10% of the Base Bid total amount. (Bidder to check type of deposit furnished below):

- \_\_\_\_\_ Certified Check made payable to the Owner  
\_\_\_\_\_ ✓ Bid bond naming the Owner as obligee  
\_\_\_\_\_ Other acceptable means (see Divisions 0)

It is understood and agreed that should the undersigned fail to enter into a contract with the Owner or furnish acceptable contract security within the time and in the manner herein provided, the bid deposit shall be retained by the Owner as liquidated damages and not as a forfeiture. As it is impossible to determine precisely and exactly the amount of damages the owner will sustain, it is agreed that the bid deposit is a fair and equitable estimate of such damages.

A. Base Bid:

1. The Bidder agrees to furnish all labor, materials, equipment, insurance, services, etc. to fully complete all work associated with the installation of one (1), 1,000-gallon, double-wall UL 142 diesel fuel AST system, including all related specified equipment, features, and components, concrete slab, guard posts, etc., as specified herein and as shown on the Project Drawings.

**Provide Base Bid Sub-Total (Base Bid Item A.1):**

Fifty nine thousand and fifty eight dollars (\$ 59,058<sup>00</sup>)

2. The Bidder agrees to furnish all labor, materials, equipment, insurance, services, etc. to fully complete all work associated with the removal of the existing three (3), 8,000-gallon UST systems, including existing canopy, pump island and surface features and equipment, piping and vent lines, existing pavement and concrete slabs to facilitate the work, site and pavement restoration, and other items as specified herein and as shown on the Project Drawings.

**Provide Base Bid Sub-Total (Base Bid Item A.2):**

Forty six thousand and three hundred seventy five dollars (\$ 46,375<sup>00</sup>)

3. The Bidder agrees to furnish all labor, materials, equipment, insurance, services, etc. to fully complete the work described below as allowances requested by the Village, as specified herein and as shown on the Project Drawings.
- a. Include \$45,570.00 (930 tons @ \$49.00/ton) for the allowable IEPA LUST Program "Early Action" costs for the excavation, loading, hauling, and manifested disposal of confirmed impacted soil.
  - b. Include \$19,350.00 (1,125 tons @ \$17.20/ton) for the total allowable IEPA LUST Program "Early Action" costs to furnish/haul, install, compact, and finish additional stone backfill per Section 002082, as required due to the remediation of confirmed impacted soil.
  - c. Include \$7,231.00 (2,066 square feet @ \$3.50/square foot) for the total allowable IEPA LUST Program "Early Action" costs to furnish/haul, install, and roll additional asphalt per Section 321200, as required to complete additional pavement due to the remediation of confirmed impacted soil.

**Provide Allowance Sub-Total (Sum of Base Bid Items A.3.a-c):**

**Seventy-Two Thousand, One Hundred Fifty-One dollars (\$72,151.00)**

**PROVIDE BASE BID TOTAL (BASE BID ITEMS A.1, 2, and 3):**

One hundred seventy seven thousand  
Five hundred eighty four dollars (\$177,584<sup>00</sup>)

**B. Unit Prices:**

Provide Unit Prices for the following work which may or may not occur during the course of the project.

- 1. Provide all services necessary, as requested, and in accordance with these Specifications, to perform additional pumping, transport, and manifested disposal as special liquid waste, residual product in the USTs and/or impacted groundwater/surface water run-off beyond (or less than) the 2,000-gallon Base Bid estimate (including all additional pumping, transport, and manifested disposal as per gallon price (add to/deduct from Base Bid):

\$ 3.00  
**add/deduct per gallon**

2. Provide all services necessary, as requested, and in accordance with these Specifications, to perform additional gravel backfill installation per Sections 002081 or 002082 beyond the Base Bid scope of work, not including the Allowance A.3.b noted above (add to Base Bid): \$ 28.00  
add per ton
  
3. Provide all services necessary, as requested, and in accordance with these Specifications, to perform additional asphalt removal and additional new asphalt pavement installation per Section 321200 beyond the Base Bid specified area, not including the Allowance A.3.c noted above (add to Base Bid): \$ 12.00  
add per square foot

C. Alternate Proposal:

The Village is not requesting Alternate Bids at this time.

Bid Acceptance:

If written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned within the time noted herein, after the date of opening of bids or at any time thereafter before this bid is withdrawn, the undersigned agrees that he will execute a construction contract (AIA Document A101, 2007 Edition) in accordance with the bids as accepted.

The undersigned agrees to obtain performance and payment bonds with such surety or sureties as the Owner may approve and cost which shall be included in the Base Bid.

The Owner reserves the right to award the contract to its best interests, to reject any or all bids, to waive any informalities in bidding and to hold all bids for the bid guarantee period. The Owner reserves the right to award separate contracts for any of the items of work bid herein.

The Owner reserves the right to award this project based on the base bid amount or the sum of the base bid and alternate bid amounts, if applicable, whichever is considered by the Owner to be most advantageous and cost effective to the Owner.

Representations and Certifications:

The bidder makes the following representations and certifications as part of the bid on the project herein identified on the Bid Form. In the case of a joint venture bid, each party represents and certifies as to their own organization.

**SURETY.** I have notified a Surety Company that I am submitting a bid for work to be performed on the project. The Surety Company has agreed to issue a performance and labor and material payment bond for my work if my bid is accepted and the contract is awarded to me.

**AVAILABILITY.** The number and amount of contracts and awards pending which I am and/or will be obligated to perform, now and during the course of the project, will not interfere with or hinder the timely prosecution of my work.

**INDEPENDENT PRICE DETERMINATION.** The contract sum in this bid has been arrived at independently, without consultation, communication or agreement for the purpose of restricting completion.

**PREVAILING WAGE.** The Contract and each subcontractor shall pay not less than the general prevailing rate of hourly wages for work of a similar character in the locality in which the work is performed and not less than general prevailing rate of hourly wages for legal holidays and overtime work in the performance of work under this contract, as established by the Illinois Department of Labor, pursuant to an act of the General Assembly of the State of Illinois approved June 26, 1941 as amended according to the Illinois Revised Statutes, Chapter 48, Section 39s-1, et seq.

Pursuant to Illinois Revised Statutes, Chapter 48, Section 39s-5, the contractor and each subcontractor shall keep an accurate record showing the names and occupation of all laborers, workers and mechanics employed by them, and also showing the actual hourly wages paid to each such individual, which record shall be opened at all reasonable hours to inspection by the Owner, its officers and agents, and to agents of the Illinois Department of Labor.

The Contractor and each subcontractor hereby agree, jointly and severally, to defend, indemnify and hold harmless the Owner, and the Owner's Representative(s) from any and all claims, demands, liens or suites of any kind or nature whatsoever (including suits for injunctive relief) by the Illinois Department of Labor under the Illinois Prevailing Wage Act, Illinois Revised Statutes, Chapter 48, Section 39s-1, et seq., or by any laborer, worker or mechanic employed by the Contractor or subcontractor who alleges that he has been paid for his services in a sum less than prevailing wage rates required by Illinois law. The Owner agrees to notify the Contractor or subcontractor of the pendency of any such claim, demand, lien or suit.

**BID-RIGGING/BID ROTATING.** The undersigned is not barred from bidding on this project as a result of a violation of either Section 33E-3 (Bid-rigging) under Article 33E of Chapter 38 of the Illinois Revised Statutes.

Signature:

Respectfully submitted this 25 day of March, 2019

Type of Firm (Bidder to indicate)

- Individual
- Partnership
- Corporation
- Joint Venture

Stilas, Inc  
(Firm Name)

2104 Charmer Dr.

Lovos Park, IL 61111  
(Address)

815-966-6700  
(Telephone Number)

[Signature]  
(Authorized Bidder's Signature)

President  
(Title)

(CORPORATE SEAL)

NO SEAL

Subscribed and sworn to me

this 25 day of March, 2019.

[Signature]

(NOTARY SEAL)

END Section 000300.



SECTION 000400 - REFERENCES

**MUST BE COMPLETED AND RETURNED WITH BID FORM**

The bidder shall list three (3) municipal or public utility references for which the bidder has supplied services in the last twelve (12) months that are similar to the specifications contained herein. References may only be provided for work performed by the firm submitting the bid.

**THIS FORM MUST BE FILLED OUT IN ITS ENTIRETY. NO OTHER REFERENCE FORM WILL BE ACCEPTED. BIDDER MAY NOT PROVIDE A SEPARATE REFERENCE SHEET.**

Municipality Name City of Elgin (OBG Engineering)  
Municipality Address 150 Dexter Court Elgin, IL 60120  
Contact Name and Phone John Nardozi 773-796-4601, 630-881-7226  
Work Performed excavation, soil remediation  
Beginning and Ending dates of work (month and year): 12/2018 - 12/2018  
03/2019 - 03/2019

Municipality Name City of Mendota (Fehr Graham)  
Municipality Address 800 Washington St., Mendota, IL 61342  
Contact Name and Phone Ross Grimes 815-394-4700, 815-541-1403  
Work Performed UST removal, soil remediation  
Beginning and Ending dates of work (month and year): 01/2019 - 01/2019

Municipality Name City of South Beloit (Terracon Environmental)  
Municipality Address 519 Blackhawk, South Beloit, IL  
Contact Name and Phone Rich O'Brien 312-575-0014, 312-443-2958  
Work Performed excavation, soil remediation  
Beginning and Ending dates of work (month and year): 07/2017 - 12/2017  
03/2018 - 05/2018

END Section 000400.

References  
AST Installation/UST Removal Work

03/08/19  
Village of Carol Stream Public Works



**SECTION 000450 - GOVERNMENTAL COMPLIANCE CERTIFICATIONS**

**MUST BE COMPLETED AND RETURNED WITH BID FORM**

I, Douglas D Stiles (name), certify that I am employed as the President (title) of Stiles, Inc. (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.

Governmental Compliance Certifications  
AST Installation/UST Removal Work

03/08/19  
Village of Carol Stream Public Works

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 Bid Documents and Specifications in conformance with all applicable federal, state and local laws, regulations and/or ordinances.

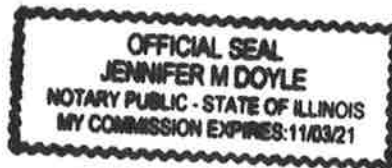
Stilas, Inc.  
Firm Name

By: Douglas D Stilas President  
Name/Title

[Handwritten Signature]  
Signature

SUBSCRIBED AND SWORN to before  
me this 25 day March, 2019.

Jennifer M Doyle  
Notary Public



END Section 000450.

# *Village of Carol Stream.*

## Interdepartmental Memorandum

**DATE:** March 20, 2019  
**TO:** Bob Mellor, Village Manager  
**FROM:** Jon Batek, Finance Director  
**SUBJECT:** **Alcoholic Beverage Tax**

### Background

In December of 2017, in response to a major loss of sales tax revenues from Office Depot as well as new fees and revenue share reductions imposed by the State of Illinois, the Village (following significant budget cutbacks) was forced to consider exploring new revenue sources. We met with the Village Board to discuss and review a short-list of remaining revenue sources that would be significant enough to balance the proposed FY18/19 General Fund Budget. At that time, the Village Board opted for an increase in the Village's home rule sales tax rate of 0.25% as well as imposition, for the first time, of a 4 cents per gallon local motor fuel tax.

While those actions kept our FY18/19 budget in balance, new and continued large losses in sales taxes combined with the known relocation of two major sales tax producing businesses to other communities during 2019 have resulted in revenue projections that fail to keep pace with basic operating cost increases. Although additional operating cuts have been made to the General Fund budget for FY19/20 that already strain our ability to maintain current service levels to the community, additional revenues are needed to prevent more pronounced impacts to service delivery.

Early in the budget process, staff identified and recommended two additional sources of potential revenue that would address current and anticipated revenue losses in other areas and to cover increases in operating expenditures into FY19/20:

1. An increase in the Village vehicle sticker fee, which had not been adjusted in more than 25 years. This fee increase was adopted by the Village Board on February 19, 2019 and will begin with registration renewals beginning on May 1<sup>st</sup>.
2. An additional 2% sales tax on the sale of alcoholic beverages including package sales and alcohol sold for consumption on premise.

### **Proposed Alcohol Tax**

Attached is an ordinance for Village Board consideration that would impose an additional sales tax of 2% on the sale of all packaged alcoholic beverages as well as all alcoholic beverages sold for consumption on an establishment's premises. Summary details on the proposed new tax and its administration are itemized below:

1. This tax would apply to all Carol Stream businesses that hold a valid liquor license, currently 53.
2. This tax is in addition to all other sales taxes. The current Carol Stream sales tax on general merchandise is 8.00%. The 8.00% is collected by the State Department of Revenue and Carol Stream receives 1.00% as its base rate plus another 1.00% representing our home rule sales tax.
3. The additional 2.00% tax would raise the sales tax on alcohol sales from 8.00% to 10.00% and will be locally administered and collected directly by the Village, not the State. The Finance Department will handle most facets of daily tax administration from providing notices to taxpayers, collection, deposit and tracking of tax returns and revenues as well as preliminary follow-up on late or missing returns. Assistance will be needed from the Administration Department in matters that involve delinquent taxes or other issues that may require hearings or enforcement actions through the Mayor's and/or Village Attorney's Office.
4. Other communities that specifically tax alcohol provide for a tax rate generally between 1% and 3%. We are proposing to start at 2.00%, which would allow some room for future expansion if needed. Our early estimate of anticipated revenues from this tax is \$400,000 annually. This amount has been set as a placeholder in our proposed FY19/20 revenue budget.
5. A merchant that pays on time each month is entitled to deduct and keep 1.00% of taxes collected as consideration for their work in maintaining records and completing returns and remittances each month. This is customary with many other municipal ordinances of this nature. If they fail to pay on time, they lose the discount and also must pay a late fee equal to 2.00% of taxes collected. A sample tax return is attached.
6. The ordinance contains exemption provisions for special events where alcohol is sold pursuant to charitable, religious or educational events (e.g. Rotary sales at Town Center).
7. The implementation of this tax is set to begin on July 1, 2019. We anticipate this should allow enough time to prepare certified mailings to all liquor license

Mr. Bob Mellor  
March 20, 2019  
Page 3 of 3

holders informing them of their obligation to collect the new tax and make adjustments to their sales systems as required.

8. The ordinance designates revenues received from this tax as a general tax revenue to be received by the General Fund.

The Village Attorney has reviewed and provided comment on the draft ordinance which is attached to this memorandum. Unless you have any additional questions, this item will be ready for Village Board consideration at their April 1 Village Board Meeting.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE ADOPTING A MUNICIPAL ALCOHOLIC BEVERAGE TAX  
WITHIN THE VILLAGE OF CAROL STREAM**

**WHEREAS**, the Village of Carol Stream, DuPage County, Illinois is a home rule municipality under Section 6(a); Article VII of the 1970 Constitution of the State of Illinois, and may exercise powers pertaining to its local governmental affairs; and

**WHEREAS**, Section 8-11-6a of the Illinois Municipal Code (65 ILCS 5/8-11-6a) specifically allows home rule municipalities to impose a tax on alcoholic beverages, whether based upon gross receipts, volume sold, or any other measurement; and

**WHEREAS**, the Carol Stream Police Department annually invests significant financial resources in manpower and equipment costs in the administration of local liquor establishments as well as the active enforcement of and response to calls for service that relate to the effects of alcohol consumption; and

**WHEREAS**, pursuant to the Village's home rule authority, the Village desires to impose an alcoholic beverage tax of 2.00% on all retail sales of alcoholic beverages to partially offset costs incurred for the enforcement of laws related alcohol and alcohol consumption; and

**WHEREAS**, the Mayor and Board of Trustees of the Village of Carol Stream, DuPage County, Illinois, find that it is in the best interests of the Village to adopt a tax upon the retail purchase of alcoholic beverages within the Village.

**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 5, "Taxation and Finance" is hereby amended by adding Article 14, "Municipal Alcoholic Beverage Tax", which shall read as follows:

**ARTICLE 14      MUNICIPAL ALCOHOLIC BEVERAGE TAX**

- 5-14-1      Short Title
- 5-14-2      Definitions
- 5-14-3      Tax Imposed
- 5-14-4      Liability for Payment
- 5-14-5      Collection of Tax
- 5-14-6      Rules and Regulations

5-14-7	Filing of Return and Payment of Tax
5-14-8	Failure to File Return or Pay Tax when Due
5-14-9	Records
5-14-10	Exemptions
5-14-11	Suspension or Revocation of Licenses for Failure to Comply
5-14-12	Disposition of Proceeds of Tax
5-14-13	Penalty

**5-14-1: SHORT TITLE:**

The tax imposed by this chapter shall be known as the “Municipal Alcoholic Beverage Tax” and is imposed in addition to all other taxes imposed by the Village of Carol Stream, the State of Illinois, or any other municipal corporation or political subdivision thereof.

**5-14-2: DEFINITIONS:**

For the purposes of this chapter, whenever any of the following words, terms or definitions are used herein, they shall have the meanings ascribed to them in this section:

**ALCOHOLIC LIQUOR:** Shall have the meaning ascribed to it as the term is defined in section 11-2-1 of this Code.

**CONSUMER:** The person who seeks the privilege of purchasing alcoholic liquor at retail at any liquor establishment

**FINANCE DEPARTMENT:** The Finance Department of the Village of Carol Stream.

**LIQUOR ESTABLISHMENT:** Any premises required to obtain a retail liquor license pursuant to chapter 11, article 2 of this Code.

**OWNER:** Any person or persons having a sufficient proprietary interest in conducting the operation of a liquor establishment so as to entitle such a person or persons to all or a portion of the net receipts thereof.

**PERSON:** Any natural person, receiver, administrator, executor, conservator, assignee, trust in perpetuity, trust, estate, firm, co-partnership, joint venture, club, company, business trust, domestic or foreign corporation, association, syndicate, society or any group of individuals acting as a unit, whether mutual, cooperative, fraternal nonprofit, or otherwise; whenever the term "person" is used in any clause prescribing and imposing a penalty, the term as applied to associations shall mean that the owners or part owners thereof and, as applied to corporations, the officers thereof.

**RETAIL SALE OR PURCHASE:** Any transfer of the ownership, exchange or barter or any transfer for a valuable consideration.



**5-14-3: TAX IMPOSED:**

- A. Beginning on July 1, 2019, there is hereby levied and imposed upon the privilege of purchasing alcoholic liquor at any liquor establishment in the village a tax of two percent (2.00%) of the purchase price, exclusive of any other tax charged for such alcoholic liquor.

**5-14-4: LIABILITY FOR PAYMENT:**

- A. The ultimate incidence of and liability for payment of the tax imposed by this chapter shall be borne by the consumer.
- B. The tax herein levied shall be paid in addition to any and all other taxes and charges. It shall be the duty of the owner, manager or operator of every liquor establishment to collect said tax from the consumer and remit to the village said tax under the rules and regulations prescribed by the local liquor control commissioner and as otherwise provided in this chapter.

**5-14-5: COLLECTION OF TAX:**

Every person required to collect the tax levied by this chapter shall collect said tax from the consumer at the time he collects payment for the sale of alcoholic liquor at retail. The amount due under the tax provided in this chapter shall be separately stated on the invoice receipt or other statement or memorandum of the payment given to the consumer at the time of payment, unless the person required to collect the tax does not have a cash register that separately states such tax. In any event, the person required to collect the tax shall keep records that clearly support total liquor sales and liquor taxes due hereunder. It shall be unlawful for the owner, manager or operator of a liquor establishment to fail to include the tax imposed herein in the sale price of the alcoholic beverage or to otherwise absorb such tax.

**5-14-6: RULES AND REGULATIONS:**

The local liquor control commissioner may promulgate rules and regulations not inconsistent with the provisions of this chapter concerning the enforcement and application of this chapter. The term "rules and regulations" includes, but is not limited to, a case by case determination whether or not the tax imposed by this chapter applies.

**5-14-7: FILING OF RETURN AND PAYMENT OF TAX:**

The owner(s) of each liquor establishment within the village shall file with the finance department, sworn tax returns showing tax receipts received during each calendar month reporting period on forms prescribed by the local liquor control commissioner. The returns and related payment of taxes collected shall be due on or before the last calendar day of the month following the month for which the sales of alcoholic liquor occurred.

At the time of filing such returns, the owner shall pay to the village all taxes due for the period to which the tax return applies, less a commission of one percent (1.00%) of the amount of the tax, which is allowed to reimburse the owner for the expenses incurred in keeping records, billing, preparing and filing returns, remitting the tax and supplying data to the village upon request. No commission may be claimed by an owner for taxes not timely remitted to the village. Payment of the tax imposed shall be made to the finance department.

#### **5-14-8: FAILURE TO FILE RETURN OR PAY TAX WHEN DUE:**

- A. If for any reason a tax imposed under this chapter is not paid when due, a late fee shall be added and collected as follows. For the first late payment, \$50.00 or two percent (2.00%) of the amount of tax which remains unpaid, whichever is greater; for the second late payment, \$100.00 or two percent (2.00%) of the amount of tax which remains unpaid, whichever is greater; and for the third and subsequent late payments, \$150.00 or two percent (2.00%) of the amount tax which remains unpaid, whichever is greater. In addition to the above late fee, beginning on the 1<sup>st</sup> day of the month following the month in which a late fee is assessed, interest will accrue on all unpaid taxes at the rate of 1.00% per month for any portion of the month taxes remain due but unpaid.
- B. Whenever any person shall fail to pay any tax as provided in this chapter, the village may bring or cause to be brought an action to enforce the payment of the tax on behalf of the village and reasonable attorney's fees incurred in bringing such action in any court of competent jurisdiction.

#### **5-14-9: RECORDS:**

- A. Every owner, manager or operator of a liquor establishment in the village shall keep books and records for a period of at least forty-eight (48) months, which, at a minimum should include a daily sheet showing:
  - 1. The amount of taxable receipts within the twenty four (24) hour period; and
  - 2. The actual liquor establishment tax receipts collected for the date in question.
- B. The local liquor control commissioner or his designee shall at all reasonable times have full access to said books and records.
- C. The financial records of any liquor establishment submitted pursuant to this chapter or any rule and regulation promulgated thereunder shall not be available for public inspection in order to protect the owner's right to privacy, except when necessary in any action to enforce collection of tax under this chapter or as otherwise provided by law.

#### **5-14-10: EXEMPTIONS:**

The tax imposed under this chapter shall not apply or be imposed upon a person organized and operated exclusively for charitable, religious or educational purposes to the extent alcoholic liquor is purchased by such person and used solely for the charitable, religious or educational purposes of such person and is not resold for profit.

**5-14-11: SUSPENSION OR REVOCATION OF LICENSES FOR FAILURE TO COMPLY:**

The Liquor Control Commissioner may, in accordance with law, revoke or suspend any license issued by him or her if he or she determines that the owner of a licensed establishment has violated any of the provisions of this chapter. No suspension or revocation hereunder shall release or discharge said person from his civil liability for the payment or collection and remittance of the tax, nor from prosecution for such offense. Any suspension or revocation of a liquor license shall follow the procedures set forth in, and otherwise comply with, the provisions of chapter 11, article 1 of this code.

**5-14-12: DISPOSITION OF PROCEEDS OF TAX:**

All proceeds resulting from the imposition of the tax under this chapter, including penalties, shall be revenues of the general corporate fund of the village and shall be paid into the treasury of the village and shall be credited to and deposited in the general corporate fund of the village.

**5-14-13: PENALTY:**

In addition to the suspension or revocation of licenses as hereinabove provided, any person found guilty of violating, disobeying, omitting, neglecting, or refusing to comply with or resisting or opposing the enforcement of any of the provisions of this chapter, except when otherwise specifically provided, upon conviction thereof, shall be punished by a fine of not less than one hundred dollars (\$100.00) nor more than one thousand five hundred fifty dollars (\$1,500.00). Each day of violation shall constitute a separate and distinct offense.

**SECTION 2:**

Those sections, paragraphs, and provisions of the Village of 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 portions of the Village of Carol Stream Code of Ordinances other than those expressly amended or repealed in Section 1 of this Ordinance.

**SECTION 3:**

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

**SECTION 4:**

The provisions of this Ordinance shall be become effective on July 1, 2019 and all purchases of alcoholic beverages on or after that date shall be subject to and pay such Alcoholic Beverage Tax.

**ADOPTED BY THE MAYOR AND BOARD OF TRUSTEES** of the Village of Carol Stream, DuPage County, Illinois at a regular meeting thereof held on the \_\_\_\_ day of \_\_\_\_\_, 2019, pursuant to a roll call vote as follows:

AYE: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED** by me this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Frank Saverino, Sr., Mayor

(SEAL)

ATTEST:

\_\_\_\_\_  
Laura Czarnecki, Village Clerk

*Village of Carol Stream*  
Interdepartmental Memo

**TO:** Bob Mellor, Village Manager  
**FROM:** Jon Batek, Finance Director  
**DATE:** March 20, 2019  
**RE:** Water and Sewer Rate Ordinance – May 1, 2019

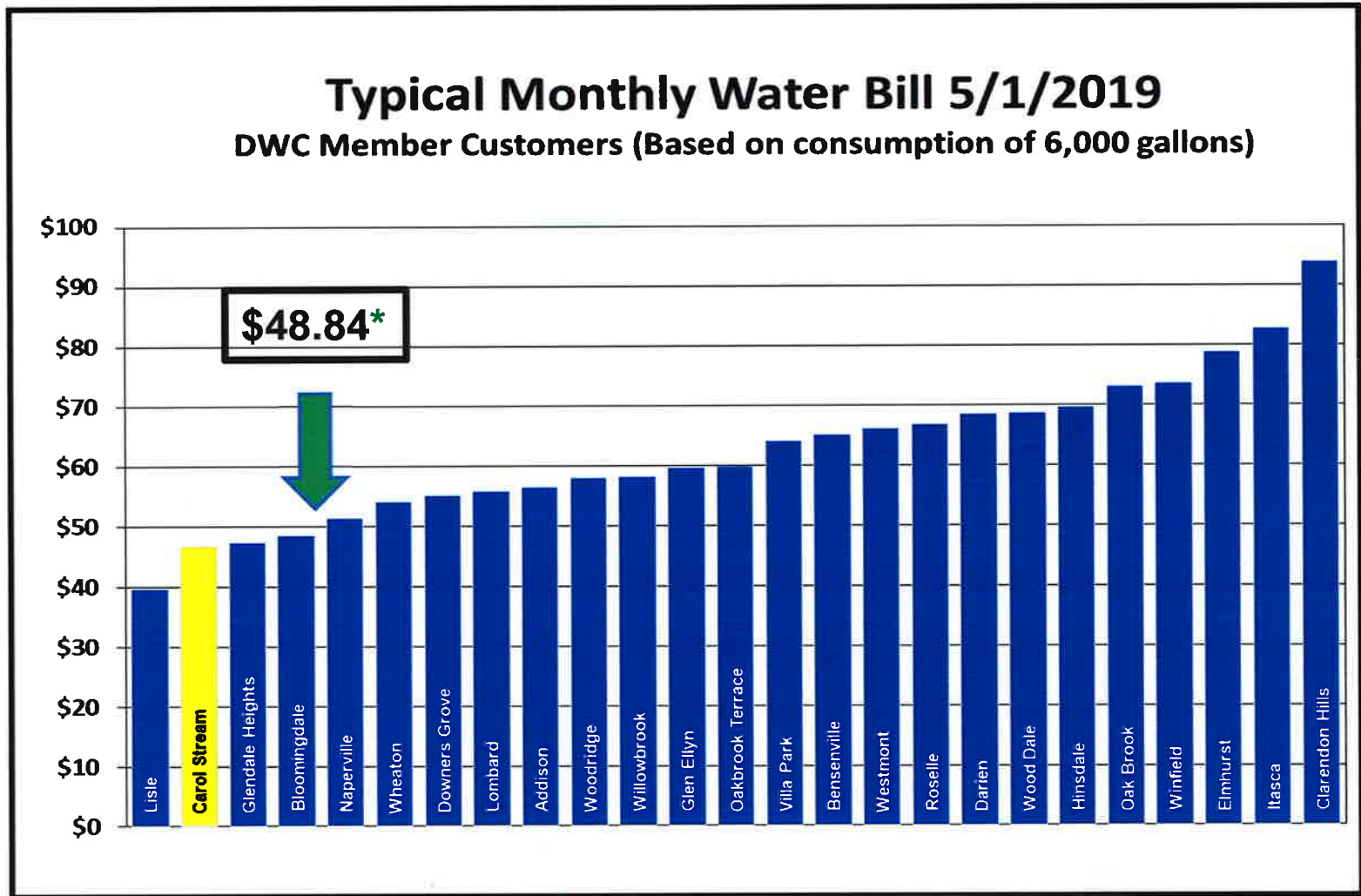
Transmitted with this memorandum is an ordinance establishing water and sewer rates effective May 1, 2019.

As recommended in the Water and Sewer Fund budget workshop meeting on March 4<sup>th</sup>, a rate increase for water (\$0.39 per 1,000 gallons) and sewer (\$0.44 per 1,000 gallons water used) is needed to cover cost increases in various operating areas of the fund as well as fund capital improvement projects for the upcoming May 1, 2019 to April 30, 2020 fiscal year. The combined \$0.83 rate increase will result in an increase in the monthly water/sewer bill of a customer using 6,000 gallons of water of \$4.98.

As we discussed, the fund has been drawing from reserves for many years to complete capital improvements and rehabilitations of system infrastructure. While this is an acceptable use of reserves, cash balances have declined in eight of the last ten years. The proposed 3 year financial plan continues to rely heavily on reserve balances in FY19/20 and FY20/21 to complete significant capital improvement projects.

After considering the proposed rate adjustments for May 1, Carol Stream continues to have among the lowest combined water and sewer rates among DuPage Water Commission communities as illustrated on the attached graphics.

# Water & Sewer Fund Community Comparison – Water



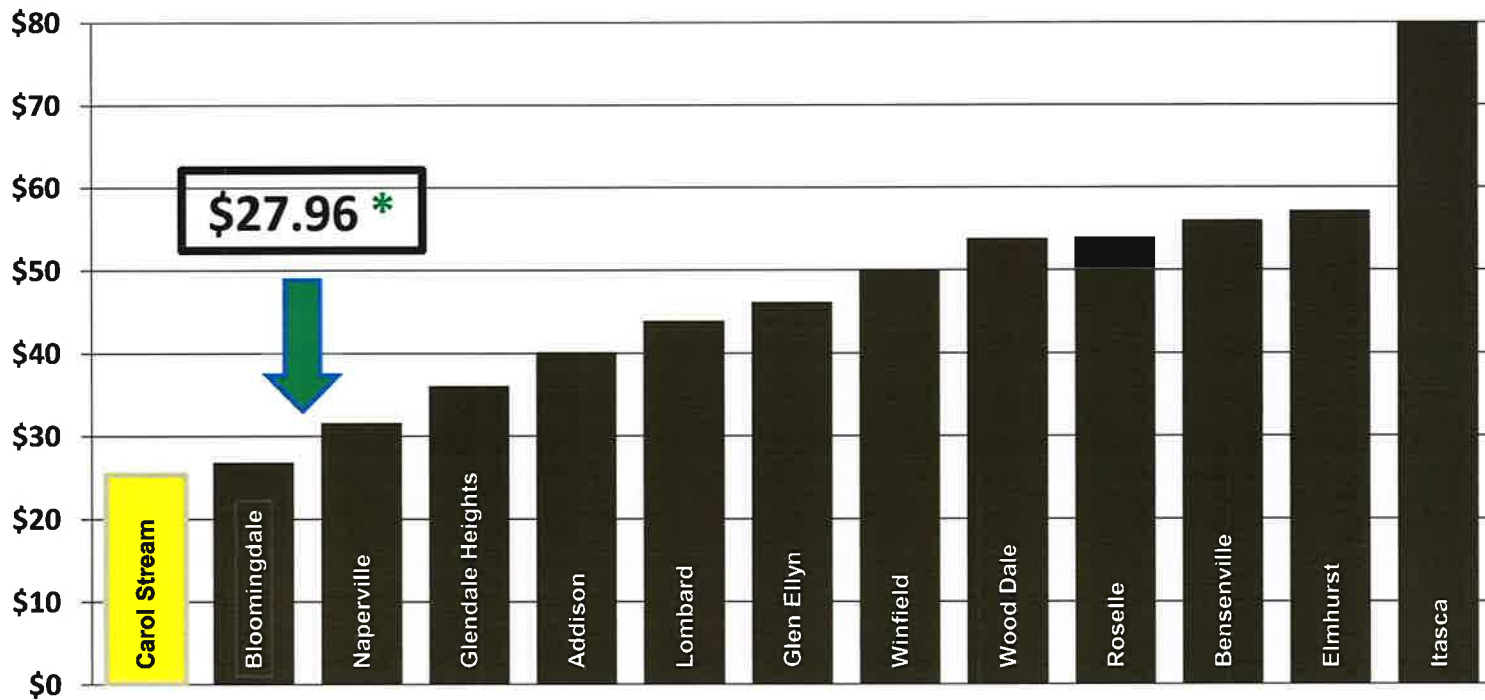
Source: Municipal Websites – 2/19/2019

\* Recommended \$0.39 rate increase.

# Water & Sewer Fund Community Comparison – Sewer

## Typical Monthly Sanitary Sewer Bill 5/1/2019

DWC Member Customers (Based on water consumption of 6,000 gallons)



Source: Municipal Websites – 2/19/2019

Includes those municipal DWC members that bill for sewage treatment or operate treatment facilities.

\* Recommended \$0.44 rate increase.

**ORDINANCE NO. 2019-04-\_\_\_\_**

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

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

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

WHEREAS, the Village's proposed Water and Sewer Fund Budget for the new fiscal year beginning May 1, 2019 through April 30, 2020 projects that anticipated revenues to be generated from current water and sewer rates will be insufficient to cover proposed operating expenses as well as capital investment needs necessary to maintain the water and sanitary sewer systems in good working order; and

WHEREAS, an increase in the water rate of \$0.39 per 1,000 gallons billed to Carol Stream water customers is necessary to offset the Village's costs of maintaining a safe and reliable potable water distribution system; and

WHEREAS, an increase in the sanitary sewerage rate of \$0.44 per 1,000 gallons of water billed is necessary to ensure sufficient funds are generated to meet the continued operational and capital maintenance costs of the sanitary sewerage collection and treatment systems,

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

SECTION 1: That Section 13-3-13 of the Village Code of Ordinances, Subsections (B), (C) and (D) of the Village of Carol Stream pertaining to Water and Sewer Rates is and the same is hereby amended to read as follows:



§13-3-13 RATES

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

The charge shall be \$12.80 per each 1,000 gallons or a fraction thereof.

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

For each 1,000 gallons, the charge shall be \$8.14 per each 1,000 gallons or fraction thereof.

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

For each 1,000 gallons, the charge shall be \$4.66 for each 1,000 gallons or fraction thereof.

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

SECTION 3: After its passage, approval and publication in pamphlet form as provided by law, this Ordinance shall be in full force and effect for usage beginning May 1, 2019.

PASSED AND APPROVED THIS 1<sup>st</sup> DAY OF APRIL 2019.

AYES:

NAYS:

ABSENT:

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Frank Saverino, Sr., Mayor

ATTEST:

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Laura Czarnecki, Village Clerk

*Village of Carol Stream*  
**Interdepartmental Memo**

TO: Bob Mellor

FROM: Sergeant Don Cummings &  
Chief E. Sailer

DATE: March 18, 2019

RE: Social Hosting Ordinance

The purpose of this memorandum is to recommend the Village of Carol Stream to adopt a social hosting ordinance. Current state and local laws allow police to cite those who either possess or consume alcoholic beverages. However, the Village is limited on its ability to cite homeowners whose home was utilized for illegal activity. When homeowners are not directly involved in supplying the alcohol to juveniles, the only offense available is the Illinois state charge of Contributing to the Delinquency and Neglect of a Minor.

DuPage County State's Attorney's Office and the DuPage County Prevention Leadership Team drafted a social hosting ordinance. The ordinance was developed by using parts of best practice civil-style social ordinances provided by the Community Anti-Drug Coalitions of America (CADCA). The critical components of the ordinance are as follows:

- Applies to anyone, regardless of relationship to the juvenile. This includes parents, guardians and other related or unrelated persons.
- Provides for enforcement regardless of the place in which the gathering is held.
- Includes the use of illicit drugs in addition to alcohol.
- Does not require the person responsible for facilitating the gathering to be present.
- Provides for protection of the person hosting the gathering if they contact the police for assistance to terminate the gathering.
- Requires an under-aged person to leave any gathering where alcohol is being consumed or possessed by other under-aged persons
- Does not apply to legitimate religious ceremonies or to parents providing alcohol only to their children in their own home as allowed by Illinois state law.
- Provides for minimum fines to assure that the violators will understand the severity of the offense. The fine structures can be established to best serve our community.

The social hosting ordinance will allow the Carol Stream Police Department to have a reasonable and fair law to combat those who would enable unlawful consumption of alcohol and drugs on their property. If adopted, staff will ensure residents are educated on the ramifications of hosting these types of gatherings to reduce or eliminate the problem.

**ORDINANCE NO. 2019-04-\_\_\_**

**AN ORDINANCE AMENDING THE CAROL STREAM CODE OF ORDINANCES TO REGULATE SOCIAL HOSTING AND UNLAWFUL ASSEMBLY BY UNDERAGE PERSONS**

**WHEREAS**, underage consumption of alcoholic beverages and illicit drugs poses an immediate threat to the public health, safety and welfare, in that it results in alcohol and drug abuse by minors, physical altercations, accidental injury, violent crimes, neighborhood vandalism, and excessive noise disturbances; and

**WHEREAS**, underaged persons often obtain, possess, or consume alcoholic beverages and illicit drugs at social gatherings held on private property under the control of a person who knows or should know of such conduct but fails to take reasonable steps to prevent it; and

**WHEREAS**, the prohibitions found in this ordinance are expected to deter the consumption of alcoholic beverages and illicit drugs by underaged persons by holding reasonable person who encourage, are aware of, or should be aware of the illegal conduct but fail to take steps to prevent it; and

**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**, as provided in said Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals and welfare; and

**WHEREAS**, in furtherance of its home rule powers the Mayor and Board of Trustees finds that the consumption of alcohol and illegal drugs by minors is harmful to the health, safety and welfare of the Village; and,

**WHEREAS**, the Mayor and Board of Trustees further finds that the prohibitions found in this chapter are expected to deter the consumption of alcoholic beverages and illicit drugs by underaged persons by holding responsible, those persons who encourage, are aware of, or should be aware of the illegal conduct but fail to take steps to prevent it.

**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 above referenced recitals are hereby incorporated into this Ordinance by reference.

**SECTION 2:**

The Carol Stream Code of Ordinances, Chapter 11, "Intoxicating Liquor", is hereby amended by adding Article 3, "Social Hosting", which Article shall read as follows:

**ARTICLE 3: SOCIAL HOSTING**

**§11-3-1 DEFINITIONS.**

For the purpose of this article, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

A. "Alcohol" means ethyl alcohol, hydrated oxide of ethyl, or spirits of wine, whiskey, rum, brandy, gin, or any other distilled spirits including dilutions and mixtures thereof from whatever source or by whatever process produced.

B. "Alcoholic beverage" means alcohol, spirits, liquor, wine, beer, and every liquid or solid containing alcohol, spirits, wine, beer, and which contains one-half of one percent or more of alcohol by volume and which is fit for beverage purposes either alone or when diluted, mixed, or combined with other substances.

C. "Control" means to have legal authority over a Premise by ownership, lease, license, or permission or, where no legal authority exists, to exert authority over a Premise.

C. "Conveyance" means any vehicle, trailer, watercraft or container operated for the transportation of persons or property.

D. "Gathering or Event" means any group of two or more persons who have assembled or gathered together for a social occasion or other activity.

E. "Host" means to aid, conduct, allow, entertain, organize, supervise, control, or permit.

F. "Illicit drugs" means any drug, substance or compound prohibited by law, including drugs prescribed by a physician, which are in the possession of or used by someone other than the person to whom the drug was prescribed.

G. "Parent" means any person having legal custody of a juvenile: (1) As a natural, adoptive parent, or stepparent; (2) As a legal guardian; or (3) As a person to whom legal custody has been given by order of the court.

H. "Person" means any individual, partnership, co-partnership, corporation, or any association of one or more individuals.

I. "Possession" means actual possession or constructive possession based on facts, which permit the inference of intent to possess or control.

I. "Public place" means any place to which the public or a substantial group of the public has access and includes, but is not limited to, streets, highways, and the common areas of schools, hospitals, apartment houses, office buildings, governmental buildings, transport facilities, parks, businesses or parking lots.

J. "Religious ceremony" means the possession, consumption and dispensation of alcohol or an alcoholic beverage for conducting any bona fide rite or religious ceremony.

K. "Premises" means any home, yard, farm, field, land, apartment, condominium, hotel or motel room, or other dwelling unit, or a hall or meeting room, park, or any other place of conducive of assembly, public or private, whether occupied on a temporary or permanent basis, whether occupied as a dwelling or specifically for a party or other social function, and whether owned, leased, rented, or used with or without permission or compensation.

L. "Underage person" means any individual under twenty-one years of age.

### **§11-3-2 DUTY OF HOST**

A. It shall be the duty of each person who controls a premise to take reasonable steps to ensure that underage persons do not possess or consume alcoholic beverages or illicit drugs on such premises.

B. Reasonable steps shall include, but not be limited to:

1. Controlling underage persons access to alcoholic beverages or illicit drugs,
2. Supervising underage persons activities at any gathering on such premises,
3. Controlling the quantity of alcoholic beverages,
4. Verifying the age of persons being served, in possession of or consuming alcoholic beverages at any gathering,
5. Notifying law enforcement of underage possession or consumption of alcoholic beverages or illicit drugs and allowing the law enforcement officers to enter the premises for stopping the possession or consumption of alcoholic beverages or illicit drugs by underage persons.
6. Notifying law enforcement in advance of departing the premises that the owner, lessee, tenant, or person in control of a premise will be away and no underage person is authorized to be present and consume or be in possession of any alcoholic beverage or illicit drugs on the premises.

### **§11-3-3 PROHIBITED ACTS**

A. It is unlawful for any person to host a gathering of underage persons on any premises, whether public or private, or in any conveyance, over which that person has control or a reasonable opportunity to control, when that person knows or reasonably should have known that an underage person is in possession of or has possessed or consumed an alcoholic beverage or an illicit drug at such gathering.

B. It is unlawful for any person to fail to take reasonable steps to prevent the possession or consumption of alcoholic beverages or illicit drugs by any underage person at a gathering on a premise, whether public or private, or in a conveyance, over which that person has control or a reasonable opportunity to control.

C. It is unlawful for any person to intentionally aids, advises, hires, counsels, conspires with, or solicits another person to commit a violation of this Article.

D. A person who hosts a gathering does not have to be present at the gathering to be responsible and in violation of the provisions of this Article.

#### **§11-3-4 PRIMA FACIE EVIDENCE - PRESUMPTION**

It shall be prima facie evidence that a person who hosts a gathering of underaged persons had knowledge or should have had knowledge that an underage person possessed or consumed an alcoholic beverage or illicit drug, if the person who hosts the gathering is present at the premises at the time the underaged person possessed or consumed any alcoholic beverage or illicit drug.

#### **§11-3-5 EXCEPTIONS**

A. A person who hosts a gathering of underaged persons shall not be in violation of this Article if he or she:

1. Terminates the gathering because the person has been unable to prevent an underage person from consuming or possessing alcoholic beverages or illicit drugs, as long as the termination occurs prior to law enforcement intervention or any other person making a complaint to a law enforcement agency about the gathering.
2. Seeks assistance from law enforcement to remove any person who refuses to abide by the host's performance if his/her duties under this Article.

B. This Article shall not apply to conduct involving the use of alcoholic beverages that occurs at a religious ceremony or exclusively between an underaged person and his or her parent, as permitted by state law.

#### **§11-3-6 UNLAWFUL ASSEMBLY BY UNDERAGED PERSONS**

It is unlawful for any person under the age of twenty-one years to remain in any premises or conveyance, when such person knows, or reasonably should have known that one or more other persons under the age of twenty-one years located upon such premises or conveyance is/are in possession of or have consumed any alcoholic beverage or illicit drug.

#### **§11-3-7 PENALTIES**

A. Any person who violates any provision of this Article shall be fined not more than One thousand dollars for each such violation. Each day on which, or during which a violation occurs shall constitute a separate offense.

B. The first violation of this Article shall be punishable by a fine of not less than Five hundred dollars plus applicable court costs.

C. A second violation of this Article by the same person within a twelve-month period shall be punishable by a fine of no less than Seven hundred and fifty dollars plus applicable court costs.

D. A third or subsequent violation of this Article by the same person within a twelve-month period shall be punishable by a fine of no less than One thousand dollars plus applicable court costs.

E. The court may, in its discretion, order the person to perform community service of an equivalent value to the fine imposed under this section.

**SECTION 3:** Those sections, paragraphs and provisions of Chapter 11 and Chapter 14 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 \_\_\_\_\_, 2019

AYES:

NAYS:

ABSENT:

\_\_\_\_\_  
Frank Saverino, Sr., Mayor

ATTEST:

\_\_\_\_\_  
Laura Czarnecki, Village Clerk

*Village of Carol Stream*  
**Interdepartmental Memo**

**TO:** Robert Mellor, Village Manager

**REVIEWED AND  
APPROVED BY:** Chief Ed Sailer

**FROM:** SGT Don Cummings #27

**DATE:** 03/15/2019

**RE:** Surplus Vehicles for Auction

*Request to declare two squad cars as surplus for sale via the  
Insurance Auto Auction INC.*

The below listed vehicles are Police Department squads. Due to each vehicle having multiple mechanical faults and high mileage, I do not believe the Village can no longer properly utilize their services. I would like the following cars to be declared as surplus and sent to auction.

- |    |   |                   |
|----|---|-------------------|
| 1) | 2012 Dodge Charger (624)<br>Mileage: 88,963 | 2C3CDXAT4CH278391 |
| 2) | 2012 Dodge Charger (625)<br>Mileage: 91,628 | 2C3CDXAT6CH278392 |

**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; 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 declare two (2) Police Department squad vehicles as surplus for sale and sold via the Insurance Auto Auction INC.

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

SECTION 1: That the Mayor and Board of Trustees of the Village of Carol Stream find that the personal property described below:

- 2012 Dodge Charger (624) VIN: 2C3CDXAT4CH278391
- 2012 Dodge Charger (625) VIN: 2C3CDXAT6CH278392

now owned by the Village of Carol Stream, is no longer useful and declared surplus.

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 1st DAY OF APRIL, 2019.

AYES:

NAYS:

ABSENT:

---

Frank Saverino Sr., Mayor

ATTEST:

---

Laura Czarnecki, Village Clerk



CERTIFICATE OF TITLE OF A VEHICLE

VEHICLE IDENTIFICATION NO. 2C3CDXAT4CH278391
YEAR 2012 MAKE DODGE MODEL BODY STYLE 4 DOOR TITLE NO. X2290628031
DATE ISSUED 10/16/12 ODOMETER 10 CCM MOBILE HOME SQ. FT. PURCHASED 06/23/12 TYPE TITLE ORIGINAL
10 NEW

MAILING ADDRESS

Squad 624

LEGEND(S)

ACTUAL MILEAGE

VILLAGE OF CAROL STREAM
500 N GARY AVE
CAROL STREAM IL 60188-1811



OWNER(S) NAME AND ADDRESS
VILLAGE OF CAROL STREAM
500 N GARY AVE
CAROL STREAM IL 60188-1811

FIRST LIENHOLDER NAME AND ADDRESS

SECOND LIENHOLDER NAME AND ADDRESS

RELEASE OF LIEN

The Lienholder on the vehicle described in this Certificate does hereby state that the lien is released and discharged.

Firm Name By Signature of Authorized Agent Date
Firm Name By Signature of Authorized Agent Date

NEW LIEN ASSIGNMENT: The information below must be on an application for title and presented to the Secretary of State.
Secured Party: Address:

Federal and State law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

ASSIGNMENT OF TITLE

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address:

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:

- 1. The mileage stated is in excess of its mechanical limits.
2. The odometer reading is not the actual mileage.
WARNING-ODOMETER DISCREPANCY.

If this vehicle is one of more than 5 commercial vehicles owned by me, I certify also that the vehicle is not damaged in excess of 33 1/3% of its fair-market value unless this document is accompanied by a salvage application.

Signature(s) of Seller(s) NO TENTHS ODOMETER READING DATE OF SALE
Printed Name(s) of Seller(s)
I am aware of the above odometer certification made by seller.
Signature(s) of Buyer(s) Printed Name

I Jesse White, Secretary of State of the State of Illinois, do hereby certify that according to the records on file with my Office, the person or entity named hereon is the owner of the vehicle described hereon, which is subject to the above named liens and encumbrances, if any. IN WITNESS WHEREOF, I HAVE AFFIXED MY SIGNATURE AND THE GREAT SEAL OF THE STATE OF ILLINOIS AT SPRINGFIELD.

CONTROL NO.

J4854915



Jesse White

JESSE WHITE Secretary of State



CERTIFICATE OF TITLE OF A VEHICLE

VEHICLE IDENTIFICATION NO. 2C3CDXAT6CH278392
YEAR 2012 MAKE DODGE MODEL BODY STYLE SEDAN TITLE NO. X2290628034
DATE ISSUED 10/16/12 ODOMETER 10 CCM MOBILE HOME SQ. FT. PURCHASED 06/23/12 TYPE TITLE ORIGINAL
NEW

MAILING ADDRESS

VILLAGE OF CAROL STREAM
500 N GARY AVE
CAROL STREAM IL 60188-1811

Squad 625

LEGEND(S)

ACTUAL MILEAGE

OWNER(S) NAME AND ADDRESS

VILLAGE-OF CAROL STREAM
500 N GARY AVE
CAROL STREAM IL 60188-1811



FIRST LIENHOLDER NAME AND ADDRESS

SECOND LIENHOLDER NAME AND ADDRESS

RELEASE OF LIEN

The Lienholder on the vehicle described in this Certificate does hereby state that the lien is released and discharged.

By: Signature of Authorized Agent Date:
Firm Name Signature of Authorized Agent Date

NEW LIEN ASSIGNMENT: The information below must be on an application for title and presented to the Secretary of State.

Secured Party: Address:

Federal and State law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

ASSIGNMENT OF TITLE

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address:

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:

- 1. The mileage stated is in excess of its mechanical limits.
2. The odometer reading is not the actual mileage.
WARNING-ODOMETER DISCREPANCY.

If this vehicle is one of more than 5 commercial vehicles owned by me, I certify also that the vehicle is not damaged in excess of 33 1/3% of its fair-market value unless this document is accompanied by a salvage application.

Signature(s) of Seller(s)

Printed Name(s) of Seller(s)

I am aware of the above odometer certification made by seller.

Signature(s) of Buyer(s)

Printed Name

DATE OF SALE



I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that according to the records on file with my Office, the person or entity named hereon is the owner of the vehicle described hereon, which is subject to the above named liens and encumbrances, if any IN WITNESS WHEREOF, I HAVE AFFIXED MY SIGNATURE AND THE GREAT SEAL OF THE STATE OF ILLINOIS AT SPRINGFIELD

CONTROL NO.

J4854912



Jesse White

JESSE WHITE, Secretary of State



*Village of Carol Stream*  
**Interdepartmental Memo**

**TO:** Mayor and Trustees  
**FROM:** Tia Messino, Assistant to the Village Manager  
**DATE:** March 28, 2019  
**RE:** Appointing Delegate and Alternate to IRMA

---

The Village of Carol Stream is a member of the Intergovernmental Risk Management Agency (IRMA). Membership in IRMA requires the appointment of a Delegate and an Alternate Delegate to attend Board Meetings and vote on behalf of the Village.

Bob Mellor was the Village's IRMA Delegate when he was the Assistant Village Manager in 2018 and in 2017, the Village Board appointed Assistant to the Village Manager, Tia Messino to serve as the Alternate Delegate. Staff recommends appointing Assistant to the Village Manager Tia Messino as the IRMA Delegate as she is the staff member primarily responsible for risk management and Assistant Village Manager Joseph Carey as the Alternate Delegate.

Staff recommends approval of this resolution.

Attachment

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPOINTING A DELEGATE AND ALTERNATE DELEGATE  
TO THE INTERGOVERNMENTAL RISK MANAGEMENT AGENCY**

WHEREAS, the Village of Carol Stream adopted the Contract and By-Laws of the Intergovernmental Risk Management Agency by Ordinance and thereby became a member of said cooperative; and

WHEREAS, said contract provides that member units of local government shall by majority vote of its corporate authorities select one (1) person to represent that body on the Board of Directors of said Intergovernmental Agency.

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 Tia Messino, Assistant to the Village Manager of the Village of Carol Stream is hereby appointed to represent the Village on the Board of Directors of said Intergovernmental Risk Management Agency commencing April 1, 2019.

SECTION 2: That Joseph Carey, Assistant Village Manager of the Village of Carol Stream is hereby selected as the alternative representative to serve if Tia Messino is unable to carry out her aforesaid duties as the representative of the Village to said Intergovernmental Agency.

PASSED AND APPROVED THIS 1<sup>ST</sup> DAY OF APRIL, 2019.

AYES:

NAYS:

ABSENT:

\_\_\_\_\_  
Frank Saverino, Sr., Mayor

ATTEST:

\_\_\_\_\_  
Laura Czarnecki, Village Clerk

**INTERGOVERNMENTAL RISK MANAGEMENT AGENCY  
CONTRACT AND BYLAWS**

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- (B) **Powers.** To enable IRMA to accomplish the foregoing, IRMA shall have the power to:
- (i) Enter into contracts;
  - (ii) Acquire, hold, dispose of, pledge, and mortgage real and personal property in the name of IRMA;
  - (iii) Incur debts, liabilities and obligations necessary to accomplish the purpose of this Contract and Bylaws;
  - (iv) Invest funds as permitted by law;
  - (v) Acquire, construct, manage and maintain buildings;
  - (vi) Sue and be sued in the name of IRMA;
  - (vii) Lease and sublease real or personal property; and
  - (viii) Perform such other functions as may be necessary or appropriate to effectuate this Contract and Bylaws, so long as such other functions so performed are not prohibited by applicable law.
- (C) **No Waiver.** All contributions made to IRMA shall be directly derived from public funds from the MEMBERS of IRMA. It is the intent of the MEMBERS that these public funds used for the purpose of public risk management and intergovernmental pooling shall not waive any immunities or defenses provided in the Local Governmental and Governmental Employees Tort Immunity Act of the State of Illinois.

**ARTICLE II**

**ADMINISTRATION**

**Section 2.01 – Board of Directors**

- (A) **Establishment.** There is hereby established a Board of Directors of IRMA. Each MEMBER shall appoint one (1) delegate and one (1) alternate delegate to represent the MEMBER and serve on the Board of Directors, provided that the alternate delegate may only serve on the Board in the event of the delegate's absence or inability to act.

**INTERGOVERNMENTAL RISK MANAGEMENT AGENCY  
CONTRACT AND BYLAWS**

---

- (B) **Appointment of Delegate and Alternate Delegate.** Each delegate and alternate delegate of a MEMBER shall be appointed by the Chief Executive Officer (as defined in the Definition Section hereof) of such MEMBER and the appointments shall be confirmed by the legislative body of such MEMBER. Upon confirmation, the MEMBER shall provide the Executive Director of IRMA with a certified copy of the resolution or minutes appointing the delegate and alternate delegate. When such copy is received by the Executive Director, the persons appointed shall continue as delegate and alternate delegate until IRMA receives written notice from the MEMBER of their replacement. The failure of a MEMBER to appoint a delegate or alternate delegate or the failure of that person to participate in IRMA shall not affect the responsibilities or duties of a MEMBER under Article IV or any other provision of this Contract and Bylaws. The IRMA Board shall be the final judge regarding the proper appointment of delegates and alternate delegates to the Board of Directors in conformity with this Contract and Bylaws.
- (C) **Notice by IRMA.** Written notice by IRMA to a MEMBER'S delegate, or alternate delegate in the event that a delegate has not been appointed, or Chief Executive Officer in the event that a delegate or alternate delegate has not been appointed, shall be construed as notice to such MEMBER unless otherwise provided in this Contract and Bylaws or the policies and procedures implementing this Contract and Bylaws.

**Section 2.02 – Powers of the Board of Directors.**

- (A) **In General.** The Board of Directors shall be responsible for determining the general policies of IRMA, which shall be followed by IRMA's officers, agents, employees, and independent contractors.
- (B) **Specific Responsibilities.** The Board of Directors shall have the responsibility to:
- (i) Select and set compensation for IRMA's Executive Director and select other officers;
  - (ii) Set compensation policy for all employees;
  - (iii) Set any fidelity bonding or insurance requirements for IRMA's officers, and employees;

*Village of Carol Stream*  
**Interdepartmental Memo**

**TO:** Robert Mellor, Village Manager  
**FROM:** Sandy Belongia - Secretary 53  
**DATE:** March 15, 2019  
**RE:** ***Raffle License Request-Theatre Booster  
Glenbard North High School***

The Theatre Booster at Glenbard North High School will be selling raffle tickets from May 2 - 4, 2019 during their production of Marie Antoinette with a drawing during each performance. The cost will be \$1.00 per ticket. All money raised will benefit the fine arts programs at Glenbard North High School.

They have requested a waiver of both the license fee and manager's fidelity bond as indicated in the attached letter request. The raffle license application and required documentation is on file in the Administration Department for your review.

Please place this on the agenda for the April 1, 2019 Board meeting for Board's approval.

Enclosure

**Patty Glade  
Glenbard North Boosters  
990 Kuhn Rd.  
Carol Stream, IL**

**Carol Stream Village Board,**

**I am requesting the approval of a raffle license for our 50/50 split the pot fundraiser. The raffle will be held on May 2<sup>nd</sup>, 3<sup>rd</sup>, & 4<sup>th</sup> at Glenbard North High School during the performance of Marie Antoinette.**

**We are in need of raising funds to continue to support our children of this community with their fine arts programs.**

**As a non-profit I am also asking for the Village Board to consider waiving the fees and the fidelity bond.**

**Thank you for your consideration,**

A handwritten signature in black ink that reads "Patty Glade". The signature is written in a cursive style with a large, looped initial "P".

**Patty Glade  
Glenbard North Theatre Booster President**

**ps. You all are invited to purchase tickets to see this amazing performance.**



*Village of Carol Stream*  
**Interdepartmental Memo**

**DATE:** March 25, 2019  
**TO:** Bob Mellor, Village Manager  
**FROM:** Tia Messino, Assistant to the Village Manager  
**RE:** Raffle License Application & Amplification Permit Request

Each year the Village requests and successfully manages a raffle license and a sound amplification permit for Summer in the Center activities. We are requesting a raffle license for a Split-the-Pot (50-50) raffle at eight of the Summer Concerts and a Support Our Troops Split-the-Pot raffle at the Annual Concert for the Troops. We are also requesting approval to amplify prerecorded and live music outdoors at the Ferraro Town Center at the four day summer carnival and the 10 date summer concert series.

Raffle License Application:

Staff is seeking direction on whether to move forward with selecting local food pantries as the recipients of the eight (50-50) raffles as shown below. The Concert for the Troops is on Thursday, July 18<sup>th</sup>, proceeds are to benefit the Illinois Chapter of Operation Support Our Troops America. Raffle tickets are sold by Village staff for \$1/chance or 6 chances for \$5 beginning at 6 pm and ending at 7:45 pm with the actual drawing held between the featured band's 1<sup>st</sup> and 2<sup>nd</sup> music sets. Staff is requesting the Village board waive both the raffle application fee and manager bond requirement again this year.

Bloomington Township Food Pantry	Milton Township Food Pantry
Interfaith Food Pantry	Neighborhood Food Pantry
	Wayne Township Food Pantry

Amplification Permit:

Section 15-5-1 of the Village Code requires any party wanting to play amplified music able to be heard over public property to obtain a permit from the Village. An amplification permit application is attached requesting Village Board approval to host the four day Summer Carnival and the ten date Summer Concert Series during which prerecorded and/or live music will be played outdoors at the Ferraro Town Center. As part of this permit request, the Village requests a waiver of the \$25 application fee.

Please include the raffle license application and the Village's amplification permit request for the 14-date summer event season on the upcoming April 1<sup>st</sup> agenda for consideration by the Village Board.



# Village of Carol Stream

## Sound Amplification Permit Application

Permit #
----------

Please thoroughly read the attached local Sound Amplification Ordinance that details the permit procedures and guidelines for use of a sound amplification device.

Applicant Name: Asst. to Tia Messino

Applicant Address: 500 N Gary Ave.

Daytime Phone #: 630-871-6254 Applicant E-mail: tmessino@carolstream.org

Organization Name: Village of Carol Stream

Organization Address: 500 N Gary Ave.

Daytime Phone #: \_\_\_\_\_ Organization E-mail: \_\_\_\_\_

**Address Where Sound Amplifier Device Will Be Used:**

Please provide copy of permit location if Park District property

Town Center 960 N Gary Ave.

**Purpose of Event for Sound Amplifier Permit Request:**

Concerts/Carnival

**Date(s) and Time(s) for Use of Sound Amplifier Permit:**

6/6/19, 6/13/19, 6/20/19, 6/27/19, 7/4/19, 7/11/19, 7/18/19, 7/27/19, 8/1/19, 8/8/19

Summer Carnival Dates TBD

**PERMIT FEE: \$25.00 per day used at a fixed location or in a moving vehicle. Please return completed permit application and fee payment(s) to:**

Village Manager's Office  
Village of Carol Stream  
500 N. Gary Avenue  
Carol Stream, IL 60188  
(630) 871-6250

If non for profit organization, please submit fee waiver request on organization letterhead indicating event, date and time. Fee waiver request and application will be presented to the Village Board. If approved, fee will be waived. Please allow up to 30 days for Board approval.

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on APRIL 01, 2019**

**AGENDA ITEM**  
L-1 4/1/19

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>ACCESS ONE</b>					
FEB 2019 BACK UP POTS	28.12	01652800-52230	TELEPHONE	3869021	
MARCH 2019 BACK UP POTS	167.04	01652800-52230	TELEPHONE	3907020	
	<u>195.16</u>				
<b>ACTION ELECTRIC ENTERPRISES INC</b>					
INSTALL BREAKER 3/15/19 PAY#1 (PO 3647)	7,200.00	04201600-52244	MAINTENANCE & REPAIR	8765	
	<u>7,200.00</u>				
<b>AJD CONCRETE CONSTRUCTION CORP</b>					
FY19 SNOW-GLENBARD NORTH SIDEWALK 2/27/	330.00	01670200-52266	SNOW REMOVAL	2019-050	
	<u>330.00</u>				
<b>ALEXIAN BROTHERS AMBULATORY GROUP</b>					
HEP B VACCINATION-POLICE 2/27/19	80.00	01662700-52236	EMPLOYEE SERVICES	675613	
	<u>80.00</u>				
<b>B &amp; F CONSTRUCTION CODE SERVICES, INC</b>					
BLGD PLAN REV 201 FLAME DR-PERMIT 19-0128	1,943.11	01643700-52253	CONSULTANT	50974	
FIRE ALARM SYSTEM 1213 N GARY-PERMIT 19-0:	200.00	01643700-52253	CONSULTANT	50969	
PLUMBING INSPECTION - FEB 2019	1,138.40	01643700-52253	CONSULTANT	11135	
	<u>3,281.51</u>				
<b>BAXTER &amp; WOODMAN INC</b>					
NPDES SVC 1/13/19-2/9/19 (PAY#7 FY2019)	2,430.00	04101100-52253	CONSULTANT	0204438	
	<u>2,430.00</u>				
<b>BOLLINGER LACH &amp; ASSOCIATES</b>					
KEHOE STRM BANK STABILIZATION	8,942.25	11740000-55488	STORMWATER UTILITIES	19175	
	<u>8,942.25</u>				
<b>BRIAN CLUEVER</b>					
IL CHILD PASS SAFETY- CLUEVER 4/7-4/9/19	61.00	01662300-52223	TRAINING	ICPS 2019 CLUEVER	
	<u>61.00</u>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on APRIL 01,2019**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>BRIAN COOPER</b>					
IL CHILD PASS SAFETY - COOPER 4/7-4/9/19	61.00	01660100-52223	TRAINING	ICPS 2019 COOPER	
	<b>61.00</b>				
<b>BRIAN RUDELICH</b>					
IL CHILD PASS SAFETY - RUDELICH 4/7-4/9/19	61.00	01662700-52223	TRAINING	ICPS 2019 RUDELICH	
	<b>61.00</b>				
<b>CHRISTOPHER B BURKE ENGR LTD</b>					
120 S GARY 01/27/19-02/23/19	4,276.50	01620600-52253	CONSULTANT	149385	
550 CENTER DR 1/27/19-2/23/19	1,006.50	01620600-52253	CONSULTANT	149384	
PRIMROSE SCHOOL 1/27-2/23/19	3,460.50	01620600-52253	CONSULTANT	149383	
	<b>8,743.50</b>				
<b>COMED</b>					
1015 LIES RD TOWER #4 2/18-3/19/19	102.60	04201600-53210	ELECTRICITY	2514004009 3/19/19	
1025 LIES RD-CONTROLLER 2/18-3/19/19	74.18	01670300-53213	STREET LIGHT ELECTRICITY	6213120002 3/19/19	
106 GOLDENHILL 2/22-3/25/19	28.74	01670600-53210	ELECTRICITY	2127117053 3/25/19	
1128 EVERGREEN TRL, LIFT STATION 2/20-3/21/1	74.41	04101500-53210	ELECTRICITY	0291093117 3/21/19	
1350 TALL OAKS STATION 2/19-3/20/19	52.50	04101500-53210	ELECTRICITY	2073133107 3/20/19	
1415 MAPLE RIDGE 2/20-3/21/19	28.74	01670600-53210	ELECTRICITY	5838596003 3/21/19	
333 FULLERTON AVE 2/18-3/19/19	734.63	04201600-53210	ELECTRICITY	0300009027 3/20/19	
391 ILLINI DR 2/19-3/20/19	138.22	01670600-53210	ELECTRICITY	4430145023 3/20/19	
465 CENTER AVE 2/19-3/20/19	77.31	01670300-53213	STREET LIGHT ELECTRICITY	2859083222 3/20/19	
850 LONGMEADOW 2/19-3/25/19	21.43	01670600-53210	ELECTRICITY	1865134015 3/25/19	
879 DORCHESTER 2/19-3/20/19	21.43	01670600-53210	ELECTRICITY	0803155026 3/21/19	
MASTER ACCT-5025 2/18-3/19/19	461.78	01670300-53213	STREET LIGHT ELECTRICITY	5853045025 3/22/19	
	<b>1,815.97</b>				
<b>COMPLETE FENCE INC</b>					
CHARGER CT-FENCE (PO# 3655)	3,980.00	04101500-52244	MAINTENANCE & REPAIR	48985	
	<b>3,980.00</b>				

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<b>CONSTELLATION NEW ENERGY</b>					
100 DELLA CT STREET LIGHTS 2/8-3/11/19	10.28	01670300-53213	STREET LIGHT ELECTRICITY	7280332-2 3/12/19	
1N END THORNHILL 2/18-3/19/19	102.31	01670300-53213	STREET LIGHT ELECTRICITY	7280332-6 3/21/19	
	<u>112.59</u>				
<b>CORE &amp; MAIN LP</b>					
BASIN FILTERS	293.70	01670600-53317	OPERATING SUPPLIES	K244581	
CHAMBERS FOR LARGE METERS	3,950.00	04201400-53333	NEW METERS	K169997	20190030
TEST PLUGS FOR LARGE METERS	168.90	04201400-53333	NEW METERS	K160152	
	<u>4,412.60</u>				
<b>COVERALL NORTH AMERICA INC</b>					
JANITORIAL SRV'S-PWKS FACILITY MARCH 2019	1,379.00	01670100-52276	JANITORIAL SERVICES	1010634633	20190010
	<u>1,379.00</u>				
<b>DANIEL STAFIEJ</b>					
IL CHILD PASS SAFETY - STAFIEJ 4/7-4/9/19	61.00	01662300-52223	TRAINING	ICPS 2019 STAFIEJ	
	<u>61.00</u>				
<b>DRI-STICK DECAL CORP</b>					
VEHICLE STICKER/GAMING 2019-2021	4,901.50	01612900-53315	PRINTED MATERIALS	354584	
	<u>4,901.50</u>				
<b>DUPAGE COUNTY</b>					
CJIS ACCESS-QTR END DEC/JAN/FEB	750.00	01662600-52247	DATA PROCESSING	IA 506	
	<u>750.00</u>				
<b>DUPAGE COUNTY CLERK</b>					
NOTARY-KELLI SPICER 2019	10.00	01662600-52234	DUES & SUBSCRIPTIONS	NOTARY K SPICER 2019	
	<u>10.00</u>				
<b>DUPAGE COUNTY DIVISION OF TRANSPORTATION</b>					
SIGNS FOR HALL 2/21/19	204.29	01670300-53344	STREET SIGNS	4229	
	<u>204.29</u>				

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<b>DUPAGE COUNTY RECORDER</b>					
VILLAGE EASEMENTS	142.00	01580000-52233	RECORDING FEES	40021368	
	<u>142.00</u>				
<b>ENGINEERING RESOURCE ASSOCIATES INC</b>					
CLEARWATER STORM 10/26/18	1,366.40	11740000-55488	STORMWATER UTILITIES	180620.05	
PROFESSIONAL SVCS THRU 3/1/19 FLOOD BROS	2,970.00	01620600-52253	CONSULTANT	18120800.01	
	<u>4,336.40</u>				
<b>ERYOPS BODYCRAFT INC</b>					
TRUCK #61 REPAIR-BODY DAMAGE PO#3692	2,607.95	01670300-52272	PROPERTY MAINTENANCE	5904	
	<u>2,607.95</u>				
<b>FOURTH OF JULY PARADE COMMITTEE</b>					
TRANSFER JUNE/JULY WATER BILL DONATION	1,452.62	01-24224	JULY 4TH DONATIONS	JULY 4 PARADE 2019	
	<u>1,452.62</u>				
<b>GOVTEMPSUSA LLC</b>					
ACCOUNTS CLERK - A.RETSKE 3/3 & 3/10/19	1,120.00	04103100-52253	CONSULTANT	2738742	
ACCOUNTS CLERK - A.RETSKE 3/3 & 3/10/19	1,120.00	04203100-52253	CONSULTANT	2738742	
AMR CLERK-M SCHULTZ 3/3, 3/10	2,254.00	04201400-52253	CONSULTANT	2738743	20190024
LIBRARY TECH - J.FIREK 3/3 & 3/10/19	3,360.00	01652800-52253	CONSULTANT	2738741	
OFFICE MANAGER-D.KALKE 3/3, 3/10	3,079.20	01590000-52253	CONSULTANT	2738740	
	<u>10,933.20</u>				
<b>HILARY MABBITT</b>					
IL CHILD PASS SAFETY - MABBITT 4/7-4/9/19	61.00	01662700-52223	TRAINING	ICPS 2019 MABBITT	
	<u>61.00</u>				

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<b>INTERGOVERNMENTAL PERSONNEL BENEFIT COOPERATIVE</b>					
MAR 2019 INSURANCE	342.79	01643600-51111	GROUP INSURANCE	03012019	
MAR 2019 INSURANCE	524.98	01621300-51111	GROUP INSURANCE	03012019	
MAR 2019 INSURANCE	723.65	01670700-51111	GROUP INSURANCE	03012019	
MAR 2019 INSURANCE	742.08	01641700-51111	GROUP INSURANCE	03012019	
MAR 2019 INSURANCE	770.61	01623100-51111	GROUP INSURANCE	03012019	
MAR 2019 INSURANCE	892.33	04201400-51111	GROUP INSURANCE	03012019	
MAR 2019 INSURANCE	1,131.41	04103100-51111	GROUP INSURANCE	03012019	
MAR 2019 INSURANCE	1,135.01	01621900-51111	GROUP INSURANCE	03012019	
MAR 2019 INSURANCE	1,216.81	04101500-51111	GROUP INSURANCE	03012019	
MAR 2019 INSURANCE	1,301.31	04100100-51111	GROUP INSURANCE	03012019	
MAR 2019 INSURANCE	1,419.62	01670500-51111	GROUP INSURANCE	03012019	
MAR 2019 INSURANCE	1,622.43	01670200-51111	GROUP INSURANCE	03012019	
MAR 2019 INSURANCE	1,672.68	01610100-51111	GROUP INSURANCE	03012019	
MAR 2019 INSURANCE	1,686.67	01670300-51111	GROUP INSURANCE	03012019	
MAR 2019 INSURANCE	1,697.33	04203100-51111	GROUP INSURANCE	03012019	
MAR 2019 INSURANCE	1,825.23	01670600-51111	GROUP INSURANCE	03012019	
MAR 2019 INSURANCE	1,974.39	01620600-51111	GROUP INSURANCE	03012019	
MAR 2019 INSURANCE	2,034.04	01680000-51111	GROUP INSURANCE	03012019	
MAR 2019 INSURANCE	2,082.28	01642100-51111	GROUP INSURANCE	03012019	
MAR 2019 INSURANCE	2,188.93	01622200-51111	GROUP INSURANCE	03012019	
MAR 2019 INSURANCE	2,257.94	01640100-51111	GROUP INSURANCE	03012019	
MAR 2019 INSURANCE	2,399.55	01613000-51111	GROUP INSURANCE	03012019	
MAR 2019 INSURANCE	2,535.06	01690100-51111	GROUP INSURANCE	03012019	
MAR 2019 INSURANCE	3,101.26	01620100-51111	GROUP INSURANCE	03012019	
MAR 2019 INSURANCE	3,549.07	01696200-51111	GROUP INSURANCE	03012019	
MAR 2019 INSURANCE	3,632.06	01662500-51111	GROUP INSURANCE	03012019	
MAR 2019 INSURANCE	3,843.19	01643700-51111	GROUP INSURANCE	03012019	
MAR 2019 INSURANCE	4,099.67	01670400-51111	GROUP INSURANCE	03012019	
MAR 2019 INSURANCE	4,121.98	01590000-51111	GROUP INSURANCE	03012019	
MAR 2019 INSURANCE	4,506.97	04200100-51111	GROUP INSURANCE	03012019	

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MAR 2019 INSURANCE	4,603.67	04201600-51111	GROUP INSURANCE	03012019	
MAR 2019 INSURANCE	5,007.79	01612900-51111	GROUP INSURANCE	03012019	
MAR 2019 INSURANCE	5,582.71	01662300-51111	GROUP INSURANCE	03012019	
MAR 2019 INSURANCE	6,318.41	01652800-51111	GROUP INSURANCE	03012019	
MAR 2019 INSURANCE	8,938.26	01662600-51111	GROUP INSURANCE	03012019	
MAR 2019 INSURANCE	9,057.85	01662400-51111	GROUP INSURANCE	03012019	
MAR 2019 INSURANCE	10,578.26	01670100-51111	GROUP INSURANCE	03012019	
MAR 2019 INSURANCE	12,710.01	01664700-51111	GROUP INSURANCE	03012019	
MAR 2019 INSURANCE	22,127.57	01660100-51111	GROUP INSURANCE	03012019	
MAR 2019 INSURANCE	36,914.86	01600000-51111	GROUP INSURANCE	03012019	
MAR 2019 INSURANCE	59,245.05	01662700-51111	GROUP INSURANCE	03012019	
	<b>242,115.77</b>				
<b>J &amp; D INGENUTIES LLC</b>					
SIREN REPAIR 2/1/19	332.78	01660100-52244	MAINTENANCE & REPAIR	1399	
	<b>332.78</b>				
<b>JET BRITE CAR WASH INC</b>					
CAR WASHES-QTR END 2/1-2/28/19	207.00	01662700-52244	MAINTENANCE & REPAIR	3591	
	<b>207.00</b>				
<b>KLEIN, THORPE &amp; JENKINS, LTD</b>					
GENERAL COUNSEL FEB 2019	172.00	04100100-52238	LEGAL FEES	201331 2/28/19	
GENERAL COUNSEL FEB 2019	1,462.00	04200100-52238	LEGAL FEES	201331 2/28/19	
GENERAL COUNSEL FEB 2019	4,547.38	01570000-52238	LEGAL FEES	201331 2/28/19	
	<b>6,181.38</b>				
<b>MARK E RADABAUGH</b>					
MTG TAPING/EDITING 3/18//19	100.00	01590000-52253	CONSULTANT	19-0117	
	<b>100.00</b>				



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<b>MELANIE MEJIA</b>					
IL CHILD PASS SAFETY - MEJIA 4/7-4/9/19	61.00	01662700-52223	TRAINING	ICPS 2019 MEJIA	
	<b>61.00</b>				
<b>MICHELE BAJOREK</b>					
IL CHILD PASSENGER SAFETY - BAJOREK 4/7-4/9/	61.00	01662700-52223	TRAINING	ICPS 2019 BAJOREK	
	<b>61.00</b>				
<b>MIDWEST METER INC</b>					
20 AMR UNITS	1,984.98	04201400-53333	NEW METERS	0109669-IN	20190037
AMR PROGRAM	4,202.78	04201400-53333	NEW METERS	0104341-IN	20190019
AMR PROGRAM	8,511.50	04201400-53333	NEW METERS	0108480-IN	20190019
AMR PROGRAM	1,366.01	04201400-53333	NEW METERS	0099310-IN	20190038
AMR PROGRAM	1,467.50	04201400-53333	NEW METERS	0109263-IN	20190038
AMR PROGRAM	20,457.81	04201400-53333	NEW METERS	0106538-IN	20190038
AMR UNITS	24,654.00	04201400-53333	NEW METERS	0109646-IN	20190037
	<b>62,644.58</b>				
<b>MUNICIPAL CLERKS OF DUPAGE CO</b>					
CLERKS OF DUPAGE CO 4/3/19 MEETING	30.00	01580000-52222	MEETINGS	MCDC 4/3/19	
	<b>30.00</b>				
<b>NEOPOST LEASING</b>					
POSTAGE MACHINE SUPPLIES	20.00	01610100-53317	OPERATING SUPPLIES	40124027	
	<b>20.00</b>				
<b>NICOLAS BACIDORE</b>					
IL CHILD PASS SAFETY - BACIDORE 4/7-4/9/19	61.00	01662300-52223	TRAINING	ICPS 2019 BACIDORE	
	<b>61.00</b>				

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<b>NICOR</b>					
CHARGER CT 2/19-3/21/19	101.91	04101500-53230	NATURAL GAS	86606011178 3/21/19	
TUBEWAY DR 2/15-3/19/19	29.93	04101500-53230	NATURAL GAS	14309470202 3/19/19	
WELL #4 2/19-3/18/19	132.00	04201600-53230	NATURAL GAS	13811210007 3/20/19	
	<u>263.84</u>				
<b>ODLE, INC</b>					
GERZEVSKE LN-RESERVOIR REPAIR P/O 3656	-9,815.00	04-21230	RETAINAGE- ODLE, INC	1855301	
GERZEVSKE LN-RESERVOIR REPAIR P/O 3656	196,300.00	04201600-52244	MAINTENANCE & REPAIR	1855301	
	<u>186,485.00</u>				
<b>PADDOCK PUBLICATIONS INC</b>					
PLANT MAINT BID NOTICE 2/15/19	96.60	01580000-52240	PUBLIC NOTICES/INFORMATION	8547	
	<u>96.60</u>				
<b>PETTY CASH</b>					
PETTY CASH REIMB. THRU 04/01/19	1,138.76	01-10307	PETTY CASH	04/01/19	
	<u>1,138.76</u>				
<b>RAKASH PATEL</b>					
MONITOR FOR IT (FAROOQ)	173.24	01652800-53317	OPERATING SUPPLIES	0935420	
	<u>173.24</u>				
<b>REFUNDS MISC</b>					
REFUND 241096 TICKET (DOUBLE PAYMENT)	60.00	01000000-45402	ORDINANCE FORFEITS	241096	
REFUND 241359 TICKET DOUBLE PAYMENT	30.00	01000000-45402	ORDINANCE FORFEITS	241359	
REFUND 241541 TICKET DOUBLE PAYMENT	30.00	01000000-45402	ORDINANCE FORFEITS	TICKET 241541	
REFUND PERMIT 19-0180-PLMB #2071274 DOU	420.40	01000000-42307	BUILDING PERMITS	860 ARMY TRAIL	
	<u>540.40</u>				

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<b>REFUNDS TAX STAMPS</b>					
REFUND 30306 STAMP	615.00	01000000-41208	REAL ESTATE TRANSFER TAX	1399 GEORGETOWN	
REFUND 30352 STAMP	630.00	01000000-41208	REAL ESTATE TRANSFER TAX	495 ILLINI DR	
	<u>1,245.00</u>				
<b>RUSH TRUCK CENTERS</b>					
MR LIGHT 2019	19.29	01696200-53354	PARTS PURCHASED	3014156170	
MR LIGHT BULB 2019	105.43	01696200-53354	PARTS PURCHASED	3014198577	
MR TANK 2019	311.76	01696200-53354	PARTS PURCHASED	3014212593	
	<u>436.48</u>				
<b>STEPHEN A LASER ASSOCIATES P C</b>					
POLICE ASSESSMENT-CHRIS GARZA	600.00	01510000-52228	PERSONNEL HIRING	2006675	
	<u>600.00</u>				
<b>TELCOM INNOVATIONS GROUP LLC</b>					
CALL TWINNING CONTROLLER SETUP	70.00	01652800-52253	CONSULTANT	A52338	
	<u>70.00</u>				
<b>THE DETROIT SALT COMPANY</b>					
ROCK SALT PURCHASE 3/12/19	2,814.93	01670200-53335	SALT	83527	20190015
	<u>2,814.93</u>				
<b>TYCO FIRE &amp; SECURITY (US)MGMT INC</b>					
FARMHOUSE ALARM 4/1-6/30/19	38.70	01590000-52230	TELEPHONE	32240414	
T.C. ALARM 4/1-6/30/19	51.51	01590000-52230	TELEPHONE	32240415	
VILLAGE HALL ALARM 4/1-6/30/19	108.00	01590000-52230	TELEPHONE	32240413	
	<u>198.21</u>				

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<b>VERIZON WIRELESS</b>					
CELL PHONES 2/14/19-3/13/19	38.01	01652800-52230	TELEPHONE	9826171420	
CELL PHONES 2/14/19-3/13/19	38.01	01662700-52230	TELEPHONE	9826171420	
CELL PHONES 2/14/19-3/13/19	56.10	01610100-52230	TELEPHONE	9826171420	
CELL PHONES 2/14/19-3/13/19	56.10	01640100-52230	TELEPHONE	9826171420	
CELL PHONES 2/14/19-3/13/19	56.10	01642100-52230	TELEPHONE	9826171420	
CELL PHONES 2/14/19-3/13/19	56.10	01690100-52230	TELEPHONE	9826171420	
CELL PHONES 2/14/19-3/13/19	58.48	01662700-52230	TELEPHONE	9826171420	
CELL PHONES 2/14/19-3/13/19	67.48	01662700-52230	TELEPHONE	9826171420	
CELL PHONES 2/14/19-3/13/19	76.84	01680000-52230	TELEPHONE	9826171420	
CELL PHONES 2/14/19-3/13/19	94.11	01600000-52230	TELEPHONE	9826171420	
CELL PHONES 2/14/19-3/13/19	112.20	01643700-52230	TELEPHONE	9826171420	
CELL PHONES 2/14/19-3/13/19	119.58	01662700-52230	TELEPHONE	9826171420	
CELL PHONES 2/14/19-3/13/19	178.74	01590000-52230	TELEPHONE	9826171420	
CELL PHONES 2/14/19-3/13/19	271.18	04100100-52230	TELEPHONE	9826171420	
CELL PHONES 2/14/19-3/13/19	336.60	01620100-52230	TELEPHONE	9826171420	
CELL PHONES 2/14/19-3/13/19	362.64	04200100-52230	TELEPHONE	9826171420	
CELL PHONES 2/14/19-3/13/19	437.76	01652800-52230	TELEPHONE	9826171420	
CELL PHONES 2/14/19-3/13/19	452.65	01670100-52230	TELEPHONE	9826171420	
CELL PHONES 2/14/19-3/13/19	3,169.68	01662700-52230	TELEPHONE	9826171420	
	<b>6,038.36</b>				

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<b>WEX BANK</b>					
FUEL 02/28/19	-107.96	01000000-47407	MISCELLANEOUS REVENUE	58066451	
FUEL 02/28/19	36.97	01622200-53313	AUTO GAS & OIL	58066451	
FUEL 02/28/19	38.26	01643700-53313	AUTO GAS & OIL	58066451	
FUEL 02/28/19	38.96	01652800-53313	AUTO GAS & OIL	58066451	
FUEL 02/28/19	55.46	01620100-53313	AUTO GAS & OIL	58066451	
FUEL 02/28/19	68.22	04101100-53313	AUTO GAS & OIL	58066451	
FUEL 02/28/19	77.65	01696200-53313	AUTO GAS & OIL	58066451	
FUEL 02/28/19	85.76	01680000-53313	AUTO GAS & OIL	58066451	
FUEL 02/28/19	102.92	04200100-53313	AUTO GAS & OIL	58066451	
FUEL 02/28/19	128.09	01642100-53313	AUTO GAS & OIL	58066451	
FUEL 02/28/19	346.41	01664700-53313	AUTO GAS & OIL	58066451	
FUEL 02/28/19	433.02	01662400-53313	AUTO GAS & OIL	58066451	
FUEL 02/28/19	556.48	04101500-53313	AUTO GAS & OIL	58066451	
FUEL 02/28/19	693.32	01670100-53313	AUTO GAS & OIL	58066451	
FUEL 02/28/19	693.32	01670300-53313	AUTO GAS & OIL	58066451	
FUEL 02/28/19	720.45	04201400-53313	AUTO GAS & OIL	58066451	
FUEL 02/28/19	779.43	01660100-53313	AUTO GAS & OIL	58066451	
FUEL 02/28/19	866.66	01670600-53313	AUTO GAS & OIL	58066451	
FUEL 02/28/19	866.66	01670700-53313	AUTO GAS & OIL	58066451	
FUEL 02/28/19	1,039.99	01670500-53313	AUTO GAS & OIL	58066451	
FUEL 02/28/19	1,235.06	04201600-53313	AUTO GAS & OIL	58066451	
FUEL 02/28/19	1,473.32	01670400-53313	AUTO GAS & OIL	58066451	
FUEL 02/28/19	3,033.30	01670200-53313	AUTO GAS & OIL	58066451	
FUEL 02/28/19	7,101.51	01662700-53313	AUTO GAS & OIL	58066451	
	<b>20,363.26</b>				
<b>WINDY CITY CLEANING EQUIP &amp; SUPPLIES</b>					
CLEANING SUPPLIES	329.00	01670200-53317	OPERATING SUPPLIES	SO000556	
POWER WASH HOSE	89.99	01670200-53317	OPERATING SUPPLIES	SO000569	
	<b>418.99</b>				

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Schedule of Bills  
For Village Board Approval on APRIL 01, 2019**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>GRAND TOTAL</b>	<u><u>\$601,243.12</u></u>				

The preceding list of bills payable totaling \$601,243.12 was reviewed and approved for payment.

Approved by:

Robert Mellor  
Robert Mellor – Village Manager

Date: 3/29/19

Authorized by:

\_\_\_\_\_  
Frank Saverino Sr – Mayor

\_\_\_\_\_  
Laura Czarnecki- Village Clerk

**ADDENDUM WARRANTS**  
**March 19, 2019 Thru April 01, 2019**

Fund	Check #	Vendor	Description	Amount
General	A C H	Wheaton Bank & Trust	Payroll March 11,2019 thru March 24,2019	574,596.44
Water & Sewer	A C H	Wheaton Bank & Trust	Payroll March 11,2019 thru March 24, 2019	54,322.41
				<b><u>628,918.85</u></b>

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2019

By: \_\_\_\_\_  
 Frank Saverino Sr - Mayor

\_\_\_\_\_  
 Laura Czarnecki - Village Clerk



Village of Carol Stream  
General Fund Budget Summary  
For the Month Ended February 28, 2019

	MONTH				YTD				BUDGET				
	Last Year Feb	Current Year Feb	Monthly Variance \$ %		Last Year YTD	Current Year YTD	YTD Variance \$ %		Annual Budget	YTD Budget	YTD Actual	Variance \$ %	
<b>REVENUES</b>													
Sales Tax	\$ 631,422	\$ 545,639	(85,783)	-14%	\$ 6,048,129	\$ 5,897,955	(150,173)	-2%	\$ 7,418,000	\$ 6,181,899	\$ 5,897,955	(283,944)	-5%
Home Rule Sales Tax	366,101	423,337	57,236	16%	3,419,389	3,783,781	364,392	11%	5,367,000	4,462,597	3,783,781	(678,815)	-15%
State Income Tax	436,809	396,387	(40,422)	-9%	3,044,277	3,233,461	189,184	6%	3,575,000	2,998,480	3,233,461	234,981	8%
Utility Tax - Electricity	177,398	158,081	(19,317)	-11%	1,557,726	1,603,739	46,013	3%	1,870,000	1,574,136	1,603,739	29,603	2%
Telecommunications Tax	79,341	72,800	(6,541)	-8%	898,504	817,986	(80,517)	-9%	974,000	811,670	817,986	6,316	1%
Fines (Court, Ord., ATLE, Towing)	115,810	103,731	(12,079)	-10%	1,125,426	1,129,337	3,911	0%	1,356,000	1,119,317	1,129,337	10,021	1%
Natural Gas Use Tax	121,122	98,594	(22,528)	-19%	412,590	454,835	42,246	10%	570,000	380,002	454,835	74,833	20%
Other Taxes (Use, Hotel, PPRT Real Estate, Road & Bridge)	166,318	184,288	17,970	11%	2,607,395	2,568,178	(39,217)	-2%	2,881,500	2,449,533	2,568,178	118,645	5%
Licenses (Vehicle, Liquor, etc.)	12,895	5,294	(7,601)	-59%	788,790	481,486	(307,305)	-39%	586,700	438,213	481,486	43,272	10%
Cable Franchise Fees	118,019	115,554	(2,466)	-2%	654,266	572,440	(81,826)	-13%	661,000	550,833	572,440	21,607	4%
Building Permits	26,830	15,011	(11,819)	-44%	347,313	449,650	102,337	29%	548,800	435,000	449,650	14,650	3%
Fees for Services	47,625	47,571	(53)	0%	555,117	696,357	141,240	25%	742,000	660,247	696,357	36,111	5%
Interest Income	22,366	16,625	(5,741)	-26%	82,506	148,078	65,572	79%	140,000	116,667	148,078	31,412	27%
All Other / Miscellaneous	120,177	83,840	(36,337)	-30%	872,455	1,005,313	132,857	15%	970,000	781,667	1,005,313	223,646	29%
<b>Revenue Totals</b>	<b>2,442,233</b>	<b>2,266,751</b>	<b>(175,482)</b>	<b>-7%</b>	<b>22,413,883</b>	<b>22,842,597</b>	<b>428,714</b>	<b>2%</b>	<b>27,660,000</b>	<b>22,960,259</b>	<b>22,842,597</b>	<b>(117,662)</b>	<b>-1%</b>
<b>EXPENDITURES</b>													
Fire & Police Commission	2,188	175	(2,013)	-92%	18,674	30,963	12,289	66%	19,510	16,258	30,963	14,705	90%
Legislative Board	2,871	4,796	1,924	67%	98,088	88,441	(9,647)	-10%	122,155	101,796	88,441	(13,354)	-13%
Plan Commission & ZBA	127	366	240	189%	3,820	3,383	(438)	-11%	5,900	4,917	3,383	(1,534)	-31%
Emergency Services	-	-	-	0%	-	-	-	0%	29,070	24,225	-	(24,225)	-100%
Legal Services	25,289	14,867	(10,422)	-41%	222,915	192,438	(30,476)	-14%	274,000	228,333	192,438	(35,895)	-16%
Village Clerk	2,467	2,837	369	15%	29,216	32,184	2,967	10%	37,784	31,487	32,184	697	2%
Administration	53,920	71,169	17,249	32%	696,698	776,951	80,254	12%	866,979	722,483	776,951	54,469	8%
Employee Relations	30,741	6,547	(24,195)	-79%	332,935	277,522	(55,413)	-17%	431,713	359,761	277,522	(82,239)	-23%
Financial Management	70,941	80,317	9,376	13%	804,319	726,351	(77,968)	-10%	945,852	788,210	726,351	(61,859)	-8%
Engineering Services	92,402	78,729	(13,672)	-15%	1,064,493	1,050,970	(13,523)	-1%	1,355,703	1,129,753	1,050,970	(78,783)	-7%
Community Development	69,008	67,646	(1,363)	-2%	813,509	814,840	1,331	0%	983,016	819,180	814,840	(4,340)	-1%
Information Technology	95,071	93,677	(1,394)	-1%	885,459	1,072,101	186,642	21%	1,361,782	1,134,818	1,072,101	(62,718)	-6%
Police	1,066,952	1,146,760	79,808	7%	12,240,379	13,054,127	813,748	7%	15,736,097	13,113,414	13,054,127	(59,287)	0%
Public Works	471,184	423,969	(47,215)	-10%	3,040,037	2,840,930	(199,107)	-7%	3,607,679	3,006,399	2,840,930	(165,469)	-6%
Municipal Building	52,291	38,371	(13,921)	-27%	870,837	580,195	(290,642)	-33%	681,910	568,258	580,195	11,936	2%
Municipal Garage	(14,028)	(11,353)	2,675	-19%	(26,395)	(72,685)	(46,290)	175%	-	-	(72,685)	(72,685)	100%
Transfers and Agreements	33,805	-	(33,805)	-100%	458,436	337,332	(121,103)	-26%	1,157,600	457,600	337,332	(120,268)	-26%
Town Center	33	357	324	990%	39,658	43,355	3,697	9%	43,250	43,250	43,355	104	0%
<b>Expenditure Totals</b>	<b>2,055,263</b>	<b>2,019,228</b>	<b>(36,035)</b>	<b>-2%</b>	<b>21,593,076</b>	<b>21,849,397</b>	<b>256,321</b>	<b>1%</b>	<b>27,660,000</b>	<b>22,550,142</b>	<b>21,849,397</b>	<b>(700,745)</b>	<b>-3%</b>
<b>Net Increase / (Decrease)</b>	<b>386,970</b>	<b>247,523</b>	<b>(139,447)</b>		<b>820,807</b>	<b>993,200</b>	<b>172,393</b>		<b>-</b>	<b>410,118</b>	<b>993,200</b>	<b>583,082</b>	

Village of Carol Stream  
**Water and Sewer Fund Budget Summary**  
 For the Month Ended February 28, 2019

	MONTH				YTD				BUDGET					
	Last Year Feb	Current Year Feb	Monthly Variance \$ %		Last Year YTD	Current Year YTD	YTD Variance \$ %		Annual Budget	YTD Budget	YTD Actual	Variance \$ %		
<b>REVENUES</b>														
Water Billings	\$ 626,852	\$ 666,405	39,553	6%	\$ 6,701,978	\$ 7,150,536	448,559	7%	\$ 8,525,000	\$ 7,208,500	\$ 7,150,536	(57,964)	-1%	
Sewer Billings	262,413	292,228	29,815	11%	2,816,459	3,135,930	319,471	11%	3,720,000	3,149,043	3,135,930	(13,113)	0%	
Penalties/Admin Fees	14,436	15,387	951	7%	143,046	140,384	(2,662)	-2%	175,000	145,833	140,384	(5,449)	-4%	
Connection/Expansion Fees	-	-	-	0%	69,355	22,266	(47,090)	-68%	27,000	22,500	22,266	(234)	-1%	
Interest Income	30,826	22,683	(8,143)	-26%	121,550	173,219	51,669	43%	180,000	143,750	173,219	29,469	20%	
Rental Income	12,145	8,614	(3,530)	-29%	122,297	119,850	(2,447)	-2%	159,000	132,500	119,850	(12,650)	-10%	
All Other / Miscellaneous	564	789	225	40%	391,109	96,672	(294,437)	-75%	94,000	87,833	96,672	8,839	10%	
<b>Revenue Totals</b>	<b>947,235</b>	<b>1,006,105</b>	<b>58,870</b>	<b>6%</b>	<b>10,365,794</b>	<b>10,838,857</b>	<b>473,063</b>	<b>5%</b>	<b>12,880,000</b>	<b>10,889,960</b>	<b>10,838,857</b>	<b>(51,103)</b>	<b>0%</b>	
<b>EXPENDITURES</b>														
Salaries & Benefits	111,822	130,177	18,355	16%	1,201,368	1,277,425	76,058	6%	1,501,462	1,251,218	1,277,425	26,207	2%	
Purchase of Water	502,430	495,446	(6,984)	-1%	5,253,164	5,664,523	411,359	8%	6,325,000	5,344,628	5,664,523	319,894	6%	
WRC Operating Contract	140,538	143,819	3,281	2%	1,651,884	1,602,818	(49,066)	-3%	1,854,690	1,545,575	1,602,818	57,243	4%	
Maintenance & Operating	122,708	122,124	(584)	0%	1,571,502	1,791,981	220,479	14%	2,458,561	2,048,801	1,791,981	(256,819)	-13%	
IEPA Loan P&I	-	-	-	0%	214,325	214,325	-	0%	428,650	214,324	214,325	1	0%	
DWC Loan P&I	-	-	-	0%	57,872	56,891	(981)	-2%	56,891	56,891	56,891	(0)	0%	
Capital Outlay	42,518	11,092	(31,426)	-74%	307,965	178,051	(129,914)	-42%	3,857,500	3,857,500	178,051	(3,679,449)	-95%	
<b>Expenditure Totals</b>	<b>920,016</b>	<b>902,659</b>	<b>(17,357)</b>	<b>-2%</b>	<b>10,258,080</b>	<b>10,786,015</b>	<b>527,935</b>	<b>5%</b>	<b>16,482,754</b>	<b>14,318,937</b>	<b>10,786,015</b>	<b>(3,532,923)</b>	<b>-25%</b>	
<b>Net Increase / (Decrease)</b>	<b>27,219</b>	<b>103,446</b>	<b>76,227</b>		<b>107,714</b>	<b>52,842</b>	<b>(54,872)</b>		<b>(3,602,754)</b>	<b>(3,428,977)</b>	<b>52,842</b>	<b>3,481,820</b>		

Village of Carol Stream  
**Capital Budget Summary**  
For the Month Ended February 28, 2019

CAPITAL PROJECTS FUND	MONTH				YTD				BUDGET*		
	Last Year	Current Year	Monthly Variance		Last Year	Current Year	YTD Variance		Annual	YTD	% of
	Feb	Feb	\$	%	YTD	YTD	\$	%	Budget	Actual	Total
<b>REVENUES</b>											
Local Motor Fuel Tax	\$ -	\$ 89,216	\$ 89,216	100%	\$ -	\$ 593,442	\$ 593,442	100%	\$ 780,000	\$ 593,442	76%
Capital Grants	2,704	792	(1,913)	-71%	154,042	16,072	(137,970)	-90%	481,000	16,072	3%
Interest Income	31,407	13,577	(17,830)	-57%	216,965	181,585	(35,380)	-16%	225,000	181,585	81%
All Other / Miscellaneous	-	-	-	0%	-	136,888	136,888	100%	379,000	136,888	36%
<b>Revenue Totals</b>	<b>34,111</b>	<b>103,585</b>	<b>69,474</b>	<b>204%</b>	<b>371,007</b>	<b>927,987</b>	<b>556,980</b>	<b>150%</b>	<b>1,865,000</b>	<b>927,987</b>	<b>50%</b>
<b>EXPENDITURES</b>											
Roadway Improvements	50,107	52	(50,055)	-100%	914,276	2,380,732	1,466,456	160%	4,157,000	2,380,732	57%
Facility Improvements	1,485,580	616,651	(868,929)	-58%	7,962,472	6,512,323	(1,450,149)	-18%	5,385,000	6,512,323	121%
Stormwater Improvements	-	-	-	0%	45,268	136,636	91,368	202%	931,000	136,636	15%
Miscellaneous	-	-	-	0%	882	546	(336)	-38%	5,000	546	11%
<b>Expenditure Totals</b>	<b>1,535,687</b>	<b>616,703</b>	<b>(918,984)</b>	<b>-60%</b>	<b>8,922,898</b>	<b>9,030,237</b>	<b>107,339</b>	<b>1%</b>	<b>10,478,000</b>	<b>9,030,237</b>	<b>86%</b>
<b>Net Increase / (Decrease)</b>	<b>(1,501,575)</b>	<b>(513,118)</b>	<b>988,458</b>	<b>-66%</b>	<b>(8,551,891)</b>	<b>(8,102,250)</b>	<b>449,640</b>	<b>-5%</b>	<b>(8,613,000)</b>	<b>(8,102,250)</b>	<b>94%</b>

**MFT FUND**

<b>REVENUES</b>											
Motor Fuel Tax Allotments	\$ 89,837	\$ 86,156	(3,681)	-4%	\$ 854,994	\$ 857,764	2,770	0%	\$ 1,020,000	\$ 857,764	84%
Interest Income	3,580	2,391	(1,189)	-33%	35,350	27,876	(7,474)	-21%	72,000	27,876	39%
<b>Revenue Totals</b>	<b>93,417</b>	<b>88,547</b>	<b>(4,870)</b>	<b>-5%</b>	<b>890,344</b>	<b>885,640</b>	<b>(4,704)</b>	<b>-1%</b>	<b>1,092,000</b>	<b>\$ 885,640</b>	<b>81%</b>
<b>EXPENDITURES</b>											
Street Resurfacing - Capital	-	-	-	0%	3,108,205	-	(3,108,205)	-100%	-	-	0%
Crack Filling	-	-	-	0%	89,774	93,450	3,676	4%	119,000	93,450	79%
<b>Expenditure Totals</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0%</b>	<b>3,197,978</b>	<b>93,450</b>	<b>(3,104,528)</b>	<b>100%</b>	<b>119,000</b>	<b>93,450</b>	<b>79%</b>
<b>Net Increase / (Decrease)</b>	<b>93,417</b>	<b>88,547</b>	<b>(4,870)</b>	<b>-5%</b>	<b>(2,307,634)</b>	<b>792,190</b>	<b>3,099,825</b>	<b>-134%</b>	<b>973,000</b>	<b>792,190</b>	<b>81%</b>

\* Due to the uncertainty of timing of various capital improvement projects, no YTD budget estimates are shown.

Village of Carol Stream  
**TIF Fund Budget Summary**  
 For the Month Ended February 28, 2019

NORTH/SCHMALE TIF	MONTH				YTD				BUDGET				
	Last Year	Current Year	Monthly Variance		Last Year	Current Year	YTD Variance		Annual	YTD	YTD	Variance	
	Feb	Feb	\$	%	YTD	YTD	\$	%	Budget	Budget	Actual	\$	%
<b>REVENUES</b>													
TIF Property Taxes	\$ -	\$ -	\$ -	0%	\$ 304,936	\$ 316,903	\$ 11,967	4%	\$ 336,000	\$ 336,000	\$ 316,903	\$ (19,097)	-6%
Sales Taxes	33,805	-	(33,805)	-100%	91,417	63,766	(27,651)	-30%	90,000	90,000	63,766	(26,234)	-29%
Interest Income	210	562	352	168%	1,554	4,871	3,317	213%	6,400	5,330	4,871	(459)	-9%
Village Contribution	-	-	-	0%	15,520	17,136	1,616	10%	17,600	17,600	17,136	(464)	-3%
<b>Revenue Totals</b>	<b>34,015</b>	<b>562</b>	<b>(33,453)</b>	<b>-98%</b>	<b>413,426</b>	<b>402,676</b>	<b>(10,751)</b>	<b>100%</b>	<b>450,000</b>	<b>448,930</b>	<b>402,676</b>	<b>(46,254)</b>	<b>-10%</b>
<b>EXPENDITURES</b>													
Legal Fees	441	-	(441)	-100%	2,247	2,634	387	17%	3,000	2,500	2,634	134	5%
Other Expenses	-	-	-	0%	211,549	215,748	4,199	2%	225,000	225,000	215,748	(9,252)	-4%
<b>Expenditure Totals</b>	<b>441</b>	<b>-</b>	<b>(441)</b>	<b>-100%</b>	<b>213,796</b>	<b>218,382</b>	<b>4,586</b>	<b>2%</b>	<b>228,000</b>	<b>227,500</b>	<b>218,382</b>	<b>(9,118)</b>	<b>-4%</b>
<b>Net Increase / (Decrease)</b>	<b>33,574</b>	<b>562</b>	<b>(33,012)</b>		<b>199,631</b>	<b>184,294</b>	<b>(15,337)</b>		<b>222,000</b>	<b>221,430</b>	<b>184,294</b>	<b>(37,136)</b>	

Village of Carol Stream  
**Police Pension Fund Budget Summary**  
For the Month Ended February 28, 2019

POLICE PENSION FUND	MONTH				YTD				BUDGET				
	Last Year	Current Year	Monthly Variance		Last Year	Current Year	YTD Variance		Annual	YTD	YTD	Variance	
	Feb	Feb	\$	%	YTD	YTD	\$	%	Budget	Budget	Actual	\$	%
<b>REVENUES</b>													
Investment Income	\$ 943,618	\$ 1,998,348	\$1,054,731	112%	\$ 4,057,361	\$ 954,646	\$ (3,102,715)	-76%	\$ 3,360,000	\$ 2,800,000	\$ 954,646	\$ (1,845,354)	-66%
Employee Contributions	47,789	49,458	1,670	3%	497,464	517,820	20,355	4%	645,022	537,518	517,820	(19,699)	-4%
Village Contribution	172,729	202,915	30,186	17%	1,727,293	2,029,150	301,858	17%	2,434,978	2,029,148	2,029,150	2	0%
Other Revenues	-	-	-	0%	-	-	-	0%	-	-	-	-	0%
<b>Revenue Totals</b>	<b>1,164,135</b>	<b>2,250,722</b>	<b>1,086,586</b>	<b>93%</b>	<b>6,282,118</b>	<b>3,501,615</b>	<b>(2,780,502)</b>	<b>-44%</b>	<b>6,440,000</b>	<b>5,366,667</b>	<b>3,501,615</b>	<b>(1,865,052)</b>	<b>-35%</b>
<b>EXPENDITURES</b>													
Investment and Admin Fees	13,745	4,843	(8,902)	-65%	128,398	128,161	(237)	0%	175,500	146,250	128,161	(18,089)	-12%
Participant Benefit Payments	226,819	254,714	27,894	12%	2,228,739	2,451,350	222,611	10%	2,951,000	2,455,500	2,451,350	(4,150)	0%
<b>Expenditure Totals</b>	<b>240,564</b>	<b>259,557</b>	<b>18,993</b>	<b>8%</b>	<b>2,357,137</b>	<b>2,579,511</b>	<b>222,374</b>	<b>9%</b>	<b>3,126,500</b>	<b>2,601,750</b>	<b>2,579,511</b>	<b>(22,239)</b>	<b>-1%</b>
<b>Net Increase / (Decrease)</b>	<b>923,571</b>	<b>1,991,165</b>	<b>1,067,594</b>		<b>3,924,980</b>	<b>922,104</b>	<b>(3,002,876)</b>		<b>3,313,500</b>	<b>2,764,917</b>	<b>922,104</b>	<b>(1,842,813)</b>	

Village of Carol Stream  
**Schedule of Cash and Investment Balances**  
February 28, 2019

FUND	CASH	LGIPs*	Investments**	TOTAL CASH & INVESTMENTS	LAST YEAR 2/28/2018
GENERAL FUND	\$ 669,267.54	\$ 9,102,929.97	\$ 499,126.29	\$ 10,271,323.80	\$ 8,584,908.21
WATER & SEWER FUND	404,458.66	8,716,049.60	2,987,705.56	12,108,213.82	12,188,676.45
CAPITAL PROJECTS FUND	623,184.42	7,275,265.56	-	7,898,449.98	19,536,215.95
MFT FUND	-	1,294,876.87	2,488,890.08	3,783,766.95	2,832,818.18
NORTH/SCHMALE TIF FUND	194,542.25	301,008.47	-	495,550.72	424,967.09
POLICE PENSION FUND	<u>269,816.82</u>	<u>140,405.79</u>	<u>47,135,029.76</u>	<u>47,545,252.37</u>	<u>48,120,159.04</u>
TOTAL	<u>\$ 2,161,269.69</u>	<u>\$ 26,830,536.26</u>	<u>\$ 53,110,751.69</u>	<u>\$ 82,102,557.64</u>	<u>\$ 91,687,744.92</u>

\* Local Government Investment Pools (LGIP) include the Illinois Funds and IMET.

\*\* Detailed investment schedule on following page (excludes Police Pension investments under separate management).

**Village of Carol Stream**  
**Schedule of Investments Government Securities**  
**2/28/2019**

<u>CUSIP</u>	<u>Purchase Date</u>	<u>Type</u>	<u>Par Value</u>	<u>Price</u>	<u>(Premium)/ Discount</u>	<u>Book Value</u>	<u>Cash Settlement Amount</u>	<u>Coupon Dates</u>	<u>Coupon Rate</u>	<u>YTM</u>	<u>Maturity Date</u>
						##-11501					
<b>01 - General Fund</b>											
912796NV7	3/21/2018	Treasury Bill	\$ 500,000.00	0.991156000	\$ 4,422.00	\$ -	\$ 495,578.00	N/A	N/A	1.85%	9/13/2018
912828A75	3/21/2018	Treasury Note	504,000.00	0.995976562	2,027.81	-	503,642.91	Jun/Dec	1.500%	2.02%	12/31/2018
912796QC6	9/14/2018	Treasury Bill	506,000.00	0.986415583	6,873.71	499,126.29	499,126.29	N/A	N/A	2.25%	4/25/2019
<b>Subtotal</b>			<b>\$ 1,004,000.00</b>			<b>\$ 499,126.29</b>					
<b>04 - Water and Sewer</b>											
912828N22	4/18/2018	Treasury Note	\$ 500,000.00	0.995429688	\$ 2,285.16	\$ -	\$ 499,843.96	Jun/Dec	1.250%	1.95%	12/15/2018
912828N63	4/18/2018	Treasury Note	501,000.00	0.993554688	3,229.10	-	499,218.89	Jan/Jul	1.125%	2.00%	1/15/2019
912828P53	4/18/2018	Treasury Note	504,000.00	0.989453125	5,315.62	-	499,331.78	Feb/Aug	0.750%	2.04%	2/15/2019
912828P95	4/18/2018	Treasury Note	1,031,000.00	0.990507813	9,786.45	1,021,213.55	1,022,166.10	Mar/Sep	1.000%	2.06%	3/15/2019
313384EK1	4/18/2018	FHLB Discount	1,000,000.00	0.979067000	20,933.00	979,067.00	979,067.00	N/A	N/A	2.12%	4/15/2019
<b>Subtotal</b>						<b>\$ 2,000,280.55</b>					
<b>06 - Motor Fuel Tax Fund</b>											
912828Q52	4/6/2018	Treasury Note	\$ 2,519,000.00	0.988047	\$ 30,109.92	\$ 2,488,890.08	2,499,547.39	Apr/Oct	0.875%	2.07%	4/15/2019
						<b>\$ 2,488,890.08</b>					
<b>Total</b>						<b>\$ 4,988,296.92</b>					

**Village of Carol Stream  
Schedule of Investments Certificates of Deposit  
February 28, 2019**

<u>FDIC #</u>	<u>Coupon</u>	<u>Financial Institution</u>	<u>State</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u># Days</u>	<u>Total Cost</u>	<u>Net Yield</u>	<u>Face/ Par</u>
							#10125		
<b>04 - Water and Sewer</b>									
29147	3.100%	Northeast Community Bank	NY	12/17/2018	12/17/2019	365	\$ 200,000.00	2.780%	\$ 205,560.11
33823	3.050%	Capital Community Bank	UT	12/17/2018	12/17/2019	365	200,000.00	2.752%	205,504.00
22398	2.850%	Modern Bank, National Association	NY	12/17/2018	9/13/2019	270	103,125.01	2.600%	105,108.40
24045	3.000%	Pacific Western Bank	CA	1/16/2019	3/11/2020	420	242,100.00	2.731%	249,713.74
57993	2.910%	Servisfirst Bank	FL	1/16/2019	3/11/2020	420	<u>242,200.00</u>	2.707%	249,723.68
<b>Total</b>							<b>\$ 987,425.01</b>		