

Village of Carol Stream

BOARD MEETING

AGENDA

APRIL 20, 2020

6:00 P.M.

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

A. ROLL CALL AND PLEDGE OF ALLEGIANCE:

B. MINUTES:

1. Approval of Minutes of the April 6, 2020 Village Board Meeting.

C. LISTENING POST:

1. 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. Extension of Contract-Administrative Assistant Position with GovTemps USA. *Staff recommends approval of the proposed extension of the employee leasing agreement with GovTemps USA for clerical services for the period of May 1, 2020 through April 30, 2021 to support the AMR Replacement Program.*
2. Salt Purchase for Winter 2020/21 – DuPage County Joint Bid. *Staff recommends approving the purchase of rock salt from Compass Minerals America, Inc., in accordance with terms and conditions as established under DuPage County Bid #20-035-DOT and in an amount not-to-exceed \$242,579, pursuant to the provisions of Sections 5-8-3(B) and 5-8-14(L) of the Carol Stream Code of Ordinances.*
3. Recommendation to Waive Formal Bidding Requirements and Award the Purchase of Two Pick-up Trucks to Joe Cotton Ford. *Staff recommends waiving formal bidding requirements and awarding the purchase of two Ford F-350 pick-up trucks from Joe Cotton Ford in the total amount of \$72,184.76.*

Village of Carol Stream

BOARD MEETING

AGENDA

APRIL 20, 2020

6:00 P.M.

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

I. ORDINANCES:

J. RESOLUTIONS:

1. Resolution No. _____, a Resolution Authorizing the execution of an Intergovernmental Agreement by and between the County of DuPage, Illinois and the Village of Carol Stream for the Kehoe Boulevard Streambank Stabilization Project. *Staff recommends approving the DuPage County Intergovernmental Agreement pertaining to the Water Quality Improvement Program grant funding for Kehoe Blvd. Section I Stream Bank Stabilization Project.*

K. NEW BUSINESS:

L. PAYMENT OF BILLS:

1. Regular Bills: April 7, 2020 through April 13, 2020.
2. Addendum Warrants: March 31, 2020 through April 13, 2020.
3. Regular Bills: April 14, 2020 through April 20, 2020.

M. REPORT OF OFFICERS:

1. Mayor:
2. Trustees:
3. Clerk:
4. Treasurer's Report: *Revenue/Expenditure Statements and Balance Sheet for the Month Ended March 31, 2020.*

N. EXECUTIVE SESSION:

O. ADJOURNMENT:

LAST ORDINANCE	2020-04-11	LAST RESOLUTION	3133
NEXT ORDINANCE	2020-04-12	NEXT RESOLUTION	3134

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

April 6, 2020

Mayor Saverino 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 Frank Saverino, Sr., Trustees John Zalak, John LaRocca, Rick Gieser, Mary Frusolone, Greg Schwarze and Matt McCarthy

Absent: None

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

*All persons remotely called in at meeting unless noted otherwise

MINUTES:

Trustee McCarthy moved and Trustee Schwarze made the second to approve the Minutes of the March 16, 2020 Special Workshop Meeting. The results of the roll call vote were as follows:

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

Abstain: 1 Trustee LaRocca

Absent: 0

The motion passed.

Trustee Gieser moved and Trustee Frusolone made the second to approve the Minutes of the March 16, 2020 Village Board Meeting. The results of the roll call vote were as follows:

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

Abstain: 1 Trustee LaRocca

Absent: 0

The motion passed.

LISTENING POST:

1. Addresses from Audience (3 Minutes). *None*

PUBLIC HEARINGS:

1. Public Hearing: Annual Budget for the 2020-2021 Fiscal Year beginning May 1, 2020.

Trustee McCarthy moved and Trustee Gieser made the second to open the public hearing on the Annual Budget for the 2020-2021 Fiscal Year beginning May 1, 2020. The results of the roll call vote were as follows:

Ayes: 6 Trustees Zalak, LaRocca, Gieser, Frusolone, Schwarze and McCarthy

Nays: 0

Absent: 0

John Zimmerman would like the Village to reduce or delay the property tax. Village Manager Mellor stated DuPage County has already closed the period for abatements and has certified the levies of all the taxing jurisdictions in the county in preparation for May 1 tax bills.

Tom Garvey questioned why spend down reserves. Finance Director Batek stated it is prudent to reduce the minimum reserve required and allows the Village to purchase needed items.

Village Attorney Jim Rhodes stated the notice of the budget hearing was published in the Examiner on March 25, 2020 and posted on the Village website as required by law.

Trustee McCarthy moved and Trustee Frusolone made the second to close the public hearing on the annual Budget for the 2020-2021 Fiscal Year beginning May 1, 2020. The results of the roll call vote were as follows:

Ayes: 6 Trustees Zalak, LaRocca, Gieser, Frusolone, Schwarze and McCarthy

Nays: 0

Absent: 0

The motion passed.

CONSENT AGENDA:

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

Ayes: 6 Trustees Zalak, LaRocca, Gieser, Frusolone, Schwarze and McCarthy

Nays: 0

Absent: 0

The motion passed.

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

Ayes: 6 Trustees Zalak, LaRocca, Gieser, Frusolone, Schwarze and McCarthy

Nays: 0

Absent: 0

The motion passed.

1. Recommendation for approval of modifications to the Village's budgetary fiscal policies related to General Fund cash reserves.
2. Agreements for Professional Services – B&F Construction Code Services, Inc.
3. Motion to Approve Purchase of Two (2) Zero-Turn Mowers (FY21).
4. Motion to Reject all Bids for the Emergency Street Light Repair Services.
5. Ordinance No. 2020-04-08, Authorizing the Amendment of the annual Budget of the Village of Carol Stream for the Fiscal Year Ending April 30, 2020.
6. Ordinance No. 2020-04-09, An Ordinance Adopting the annual Budget of the Village of Carol Stream in the Amount of \$58,837,023 for the FY20/21 Fiscal Year Beginning May 1, 2020 and Ending April 30, 2021.
7. Ordinance No. 2020-04-10, An Ordinance Amending Section 13-3-13 of the Village Code pertaining to Water and Sewer Rates.
8. Ordinance No. 2020-04-11 Amending Chapter 6, Article 13, Sections 6-13-3, 6-13-4, 6-13-7 and 6-13-10 of the Carol Stream Code of Ordinances (Fees and Securities for Construction and New Development).
9. Resolution No. 3132 Authorizing the Village Manager to Execute Powers of Attorney to the Secretary of State's Office.
10. Payment of Regular and Addendum Warrant of Bills from March 17, 2020 through March 30, 2020.

11. Payment of Regular Bills from March 31, 2020 through April 6, 2020.

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 Zalak, 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.

Recommendation for approval of modifications to the Village's budgetary fiscal policies related to General Fund cash reserves:

The Village Board approved a reduction in the amount of required reserves to be maintained in the General Fund from 50% to 25% of annual budgeted operating expenditures.

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

The Village Board approved the proposals for Professional Services and Independent Contractor's Agreement with B&F Construction Code Services for consultant services not to exceed \$80,000 in aggregate during FY20/21.

Motion to Approve Purchase of Two (2) Zero-Turn Mowers (FY21):

The Village Board approved the purchase of two (2) Exmark Lazer 72" Deck Zero-turn Mowers for a total amount of \$35,408 from Mowers & More under Sourcewell contract #062117-EXM.

Motion to Reject all Bids for the Emergency Street Light Repair Services:

The Village Board rejected all bids for Emergency Street Light Repair Services and directed staff to revise the bid form and re-bid the contract.

Ordinance No. 2020-04-08, Authorizing the Amendment of the Annual Budget of the Village of Carol Stream for the Fiscal Year Ending April 30, 2020:

The Village Board approved an Amendment of the Annual Budget of the Village of Carol Stream for the Fiscal Year Ending April 30, 2020 to account for certain expenses incurred during the year which were more than originally projected and also establish budgetary appropriations for new funds created during the year.

Ordinance No. 2020-04-09, An Ordinance Adopting the Annual Budget of the Village of Carol Stream in the Amount of \$58,837,023:

The Village Board approved the Annual Budget of the Village of Carol Stream in the amount of \$58,837,023.

Ordinance No. 2020-04-10, An Ordinance Amending Section 13-3-13 of the Village Code pertaining to Water and Sewer Rates:

The Village Board approved amending Section 13-3-13 of the Village Code pertaining to water and sewer rates increasing the standard billing rate for water services from \$8.14 to \$8.38 per 1,000 gallons metered.

Ordinance No. 2020-04-11 Amending Chapter 6, Article 13, Section 6-13-3, 6-13-4, 6-13-7 and 6-13-10 of the Carol Stream Code of Ordinances (Fees and Securities for Construction and New Development):

The Village Board approved increases in various plan review and inspection fees.

Resolution No. 3132 Authorizing the Village Manager to Execute Powers of Attorney to the Secretary of State's Office:

The Village Board authorized the Village Manager to issue the Power of Attorney for the purchase or sale of motor vehicles and for the purchase of license plates.

Regular Bills and Addendum Warrant of Bills:

The Village Board approved payment of the Regular Bills dated March 30, 2020 in the amount of \$384,407.04. The Village Board approved the payment of Addendum Warrant of Bills from March 17, 2020 thru March 30, 2020 in the amount of \$617,943.49. The Village Board approve payment of the Regular Bills dated April 6, 2020 in the amount of \$519,996.36

Non-Consent Agenda

Police Department Administrative Services Agreement:

Trustee Frusolone expressed concerns and would like to change the Administrative Services Agreement from 4 to 2 months.

Trustee Schwarze moved and Trustee McCarthy seconded to approve the Police Department Administrative Services Agreement which includes a 30 day cancellation clause and revising the hours from 850 hours to 560 hours within the Agreement.

Ayes: 5 Trustees Zalak, LaRocca, Gieser, Schwarze and McCarthy

Nays: 1 Trustee Frusolone

Absent: 0

The motion passed.

Resolution No. 3133 Adopting the 2020-21 Employee Compensation Plan for the Village of Carol Stream:

Trustee Gieser moved and Trustee LaRocca seconded to amend the 2020-21 Employee Compensation Plan for the Village of Carol Stream to eliminate the 2% performance pay adjustment pending evaluation of the Village's future financial condition.

Ayes: 6 Trustees Zalak, LaRocca, Gieser, Frusolone, Schwarze and McCarthy

Nays: 0

Absent: 0

The motion passed.

Report of Officers:

Trustee LaRocca urged residents to stay home and stay safe during this pandemic, which will be peaking in the next couple of weeks. He extended his condolences to Trustee McCarthy and his family for the loss of his father.

Trustee Gieser expressed his condolences to Trustee McCarthy and his family. He also stated the Carol Stream Park District will not be contributing to the July 4th fireworks and he thinks the Village should cancel the parade and fireworks in addition to the Thursday night concert series. Trustee Gieser wants residents to stay safe, healthy and stay at home. Assistant to Village Manager Messino stated bands are considering no charge if we maintain same bands for next year.

Trustee Schwarze expressed his condolences to Trustee McCarthy and his family. He thanked staff for bringing the audio meeting together. Trustee Schwarze gave a shout out to all essential workers. Please be safe and follow social distancing. He stated to please order out at local restaurants when possible.

Trustee Zalak thanked staff and I.T. department for putting together the electronic meeting. He expressed thoughts and prayers to all Carol Stream residents impacted by this virus and stated to please stay home and save lives. Trustee Zalak expressed his condolences to Trustee McCarthy and family. He thanked all essential workers and stated April is national distracted driving awareness month.

Trustee Frusolone expressed her condolences to Trustee McCarthy and his family. She stated Covid-19 is horrible, please stay home. Trustee Frusolone hopes Mayor and Trustees families are well and thanked staff and essential workers.

Trustee McCarthy agreed with Trustee Frusolone that staff is much appreciated. Covid-19 is horrible and to please stay home. He thanked everyone for their support and sympathy. Keeping social distancing is important and to remind your kids.

Village Clerk Czarnecki expressed her condolences to Trustee McCarthy and his family. She urged residents to check on your elderly neighbors and see if they need help. Village Clerk Czarnecki thanked first responders and essential employees and stated to stay home, stay safe.

Village Attorney Rhodes expressed his condolences to Trustee McCarthy and to stay safe.

Village Manager Mellor expressed his condolences to Trustee McCarthy on behalf of Village staff and stated since there were no proclamations during this meeting, April is safe digging month. He thanked residents who are practicing safe distancing and wearing masks.

Mayor Saverino expressed his condolences to Trustee McCarthy; hearts and prayers to you and your family. He thanked staff for all their dedication and hard work. Covid-19 information can be found on the Village’s website. Mayor Saverino thanked Senator Cullerton for bringing sanitized cleaning supplies to the Village and expressed a heartfelt god bless all of you.

At 8:46 p.m., Trustee McCarthy moved and Trustee Frusolone made the second to adjourn the meeting. The results of the roll call vote were as follows:

Ayes: 6 Trustees Zalak, LaRocca, Gieser, Frusolone, Schwarze and McCarthy

Nays: 0

Absent: 0

The motion passed.

FOR THE BOARD OF TRUSTEES

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager
FROM: Philip J. Modaff, Director of Public Works
DATE: April 8, 2020
RE: Extension of Contract Administrative Assistant Position - - GovTemps USA

In July 2018, 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. In March, 2019, the Village Board approved the first one-year extension.

The attached "Exhibit A" to the original agreement (also attached), details the second one-year extension period (May 1, 2020 thru April 30, 2021) 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, 2020 through April 30, 2021.

Attachments

UPDATED AGREEMENT
April 2020

EXHIBIT A
Worksite Employee and Base Compensation

WORKSITE EMPLOYEE: Melissa Schultz

POSITION/ASSIGNMENT: Administrative Assistant

BASE COMPENSATION: \$34.16 per hour for hours worked, based on a thirty-five (35)

hour work week (\$1,195.60 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, 2020 – April 30,

2021). Worksite Employee may leave assignment by providing fourteen (14) days written

notice. 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 4th

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: April 7, 2020

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 employee 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.

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.

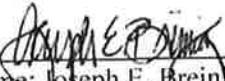
Section 8.13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, except the law of conflicts. The parties agree that any claims, disputes, actions or causes 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

Village of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager
FROM: Philip J. Modaff, Director of Public Works 
DATE: April 15, 2020
RE: Salt Purchase – Winter 2020/21 – DuPage County Joint Bid

DuPage County recently conducted a public bid for the purchase of road salt and included a provision for pricing to be extended to other municipal agencies. Under the Joint Purchasing Act the Village is able to secure goods and services under the same terms and conditions as were secured through a public bid conducted by another agency. DuPage County Bid #20-035-DOT was opened on April 3, 2020, with the following results:

<u>VENDOR</u>	<u>Cost/ton</u>
Compass Minerals	\$81.13
Detroit Salt	\$82.63
Morton Salt	\$88.87
Cargill, Inc.	\$93.41

Attached are the County's bid tab sheet and the bid form submitted by Compass Minerals, Inc.

The FY21 budget provides \$251,880 for purchase of up to 3,000 tons of salt at an estimated cost of \$83.96 per ton.¹ Staff submitted a base order request to the County for bidding purposes of 2,300 tons (with an option to take between 80% and 130% of the base order). With a confirmed bid price of \$81.13 from Compass Minerals, the Village would expend \$186,599 by taking the minimum required amount (1,840 tons) and up to \$242,579 if the maximum amount (2,990 tons) is needed. We currently have approximately 2,340 tons in the salt dome.²

The Public Works Department recommends that the Board approve a Motion authorizing the purchase of rock salt from Compass Minerals America, Inc., in accordance with terms and conditions as established under DuPage County Bid #20-035-DOT and in an amount not-to-exceed \$242,579, pursuant to the provisions of Sections 5-8-3(B) and 5-8-14(L) of the Carol Stream Code of Ordinances.

¹ The price under the prior season's contract was \$82.96/ton.

² In the 2019/20 winter season we used a relatively low amount of approximately 1,400 tons of salt, including inventory supplied to Park District and School District.



THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT

BULK ROCK SALT 20-035-DOT
BID TABULATION

No.	Item	Unit	Qty	COMPASS MINERALS AMERICA INC.		DETROIT SALT COMPANY		MORTON SALT, INC.		CARGILL INC	
				Price	Extended Price	Price	Extended Price	Price	Extended Price	Price	Extended Price
1	Group 1 - DuPage County Standard Delivery	Ton	15,000	\$ 81.13	\$ 1,216,950.00	\$ 82.63	\$ 1,239,450.00	\$ 88.87	\$ 1,333,050.00	\$ 93.41	\$ 1,401,150.00
2	Purchase for 130% -150% of Projected Usage	Ton	1	\$ 91.13		\$ 98.35		No Bid		\$ 113.41	
GRAND TOTAL GROUP 1					\$ 1,216,950.00		\$ 1,239,450.00		\$ 1,333,050.00		\$ 1,401,150.00
3	Group 2A - Townships/Municipalities Early Delivery	Ton	4,000	\$ 85.11	\$ 340,440.00	\$ 82.63	\$ 330,520.00	\$ 84.23	\$ 336,920.00	\$ 93.41	\$ 373,640.00
4	Group 2B - Townships/Municipalities Standard Delivery	Ton	55,020	\$ 81.13	\$ 4,463,772.60	\$ 82.63	\$ 4,546,302.60	\$ 88.87	\$ 4,889,627.40	\$ 93.41	\$ 5,139,418.20
5	Purchase for 130% -150% of Projected Usage	Ton	1	\$ 91.13		\$ 98.35		No Bid		\$ 113.41	
GRAND TOTAL GROUP 2				\$	4,804,212.60	\$	4,876,822.60	\$	5,226,547.40	\$	5,513,058.20

NOTES

1) For both Group 1 – DuPage County and Group 2 – Townships/Municipalities, the minimum contract commitment is eighty percent (80%) of the standard delivery quantity.

Invitations Sent	5
Potential Bidders Requesting Bid Documents	15
Total Bid Responses Received	4
Bid Opening Attended	DW, JM

GROUP 2 – AGENCY/TOWNSHIPS/MUNICIPALITIES

All Product to be shipped F.O.B. Delivered, freight prepaid, to the locations listed. Each Agency/Township/Municipality will make an independent determination on whether it will enter into this agreement with the Awarded Contractor.

A – EARLY DELIVERY – 100% Confirmed quantities. Delivery by November 30, 2020


ITEM	UOM	QTY	UNIT PRICE	EXTENDED PRICE
Bulk Rock Salt	TON	4,000	\$ 85.11	\$ 340,440.00
TOTAL GROUP 2-A				\$ 340,440.00

B – STANDARD DELIVERY – Bidders are required to provide a unit price for 80% to 130% of the estimated quantity. If the Agency/Township/Municipality agrees to enter into an agreement with the Awarded Contractor, the Township/Municipality agrees to purchase at least 80% of the quantity shown. If the Agency/Township/ Municipality does not utilize or order the 80%, the Agency/Township/ Municipality will pay for the 80% and it will be stored at the terminal, for delivery to the Agency/Township/ Municipality at a later date. This will be handled at no additional charge to the Contracting Agency/Township/Municipality.

ITEM	UOM	QTY	UNIT PRICE	EXTENDED PRICE
Bulk Rock Salt	TON	55,020	\$ 81.13	\$ 4,463,772.60
TOTAL GROUP 2-B				\$ 4,463,772.60
UNIT COST PER TON FOR QUANTITIES BETWEEN 130% AND 150% OF PROJECTED USAGE			\$ 91.13	

Village of Carol Stream
Interdepartmental Memo

TO: Bob Mellor, Village Manager

FROM: Philip J. Modaff, Director of Public Works 

DATE: April 15, 2020

RE: Recommendation to Waive Formal Bidding Requirements and Award the Purchase of Two Pick-up Trucks to Joe Cotton Ford

The FY21 Equipment Replacement Fund includes \$103,100.00 for the replacement of two street division trucks. Truck #35 and Truck #42 will be replaced with heavy-duty, dual rear wheel pick-up trucks. They will serve primarily as vehicles for the street division mowing crew and both will be outfitted with a snowplow. One of the pick-up trucks will be outfitted with a removable V-box salt spreader. This truck will be assigned to a snow route that has many courts and will give the driver the ability to more effectively and safety salt courts.

The vehicles being replaced are a 2008 Ford F350 (#35) with 68,616 miles, and a 2008 Ford F350 (#42) with 60,191 miles. Both of these vehicles served as Public Works street trucks as well as front line snow plows. The Garage Supervisor has evaluated the vehicle histories¹ and reports that the maintenance costs to-date for unit #35 (\$35,038) have surpassed one-hundred and thirty percent (130%) of its original purchase price. The maintenance costs to-date for unit #42 (\$39,387) have surpassed one hundred and thirty-six percent (136%) of its original purchase price. An upward trend in frequency and severity of maintenance costs is projected for both vehicles. Based upon these factors the Garage Supervisor has recommended replacing both vehicles in the coming fiscal year.

Staff had initially identified two Ford F350 trucks offered through a joint purchasing opportunity via Sourcewell (contract #120716-NAF) and the National Auto Fleet Group out of Watsonville, CA². Staff also reached out to Joe Cotton Ford of Carol Stream to determine if they have comparable vehicles available for sale and to compare their pricing to the pricing offered by Sourcewell. Joe Cotton has two vehicles that meet all of the specifications and have offered pricing that will reduce costs by \$7,635.88 compared to Sourcewell. While purchase from Joe Cotton Ford rather than through a joint bid opportunity will require the Village Board to waive competitive bidding, staff recommends the waiver due to the significant amount of money to be saved and the opportunity to support a local business, especially in light of the economic challenges businesses face as a result of the COVID-19 pandemic.

¹ A copy of each vehicles' analysis is attached for reference.

² A copy of the National Auto Fleet Group proposal is attached for reference.

The proposed trucks will be equipped with 4-wheel drive, a snowplow package, rear-view camera, spray-in bed liner and license and title for a total cost of \$72,184.76 (see attached quote from Joe Cotton Ford). Once the vehicles are received, there will be additional expenses for items such as strobe lights, pavement temperature sensors, decals and snowplows that will total \$23,550³, for a combined total cost of \$95,734 for both vehicles (nearly \$7,400 under budget).⁴

Staff recommends that the Village Board approve a Motion waiving formal bidding requirements and awarding the purchase of two Ford F350 pick-up trucks from Joe Cotton Ford in the total amount of \$72,184.76.

Attachments

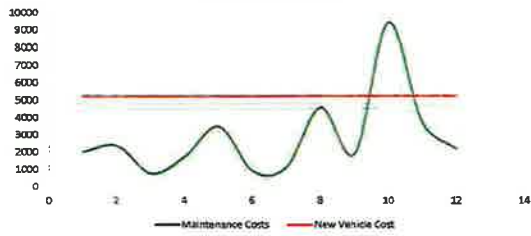
³ This also includes the cost of a separately purchased V-box salt spreader.

⁴ Delivery will be delayed until after May 1 so the expense can be assigned to Fiscal Year 2021.

Truck #35

Vehicle Maintenance Replacement Chart										#35		EXTRA YEARS			
Original price	\$27,754.00	Years owned	12	Replacement Cost	\$52,500.00	Replacement years	10								
Maintenance															
FY08	FY09	FY10	FY11	FY12	FY13	FY14	FY15	FY16	FY17	FY18	FY19	FY20	TOTAL	% of Original Price	% of New Vehicle
\$ 1,989.82	\$ 2,350.05	\$ 744.88	\$1,698.78	\$3,481.57	\$ 871.76	\$ 1,123.47	\$4,573.20	\$ 1,874.23	\$ 9,442.17	\$ 3,698.05	\$ 2,145.66	\$ 2,051.50	\$ 36,045.14	130%	69%
New vehicle															
year 1	year 2	year 3	year 4	year 5	year 6	year 7	year 8	year 9	year 10	year 11	year 12				
\$ 5,250.00	\$ 5,250.00	\$ 5,250.00	\$5,250.00	\$5,250.00	\$5,250.00	\$ 5,250.00	\$5,250.00	\$ 5,250.00	\$ 5,250.00	\$ 5,250.00	\$ 5,250.00				

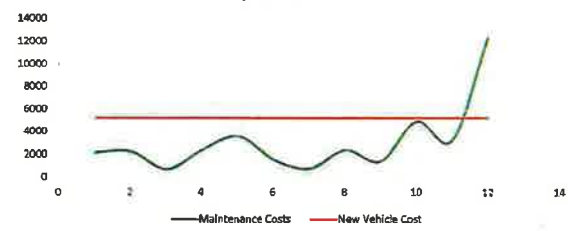
Replacement Chart



Truck # 48

Vehicle Maintenance Replacement Chart							#35	EXTRA YEARS							
Original price	\$29,904.00	Years owned	12	Replacement Cost	\$52,500.00	Replacement years	10								
Maintenance															
FY08	FY09	FY10	FY11	FY12	FY13	FY14	FY15	FY16	FY17	FY18	FY19	FY20	TOTAL	% of Original Price	% of New Vehicle
\$ 2,130.31	\$ 2,226.17	\$ 693.13	\$2,372.51	\$3,579.49	\$1,528.05	\$ 757.41	\$2,361.15	\$1,412.84	\$ 4,901.98	\$ 3,226.42	\$12,416.54	\$ 3,202.99	\$40,808.99	136%	78%
New vehicle															
year 1	year 2	year 3	year 4	year 5	year 6	year 7	year 8	year 9	year 10	year 11	year 12				
\$ 5,250.00	\$ 5,250.00	\$ 5,250.00	\$5,250.00	\$5,250.00	\$5,250.00	\$ 5,250.00	\$5,250.00	\$5,250.00	\$ 5,250.00	\$ 5,250.00	\$ 5,250.00				

Replacement Chart





Prepared by: Jennifer Menching

04/02/2020

Jennifer Mensching | 175 W North Ave Carol Stream Illinois | 60188

2020 F-350 4x4 SD Super Cab 8' box 164" WB DRW XL (X3D)

Price Level: 40 | Quote ID: 040120

Re: Quote ID 040120 04/02/2020

Dear Jason ,

Attached you will find the build per your specifications for your interest in the 2 Ford F350 4X4 Supercab SD DRW Pickup. Please take a moment to review and if there is anything you would like to adjust please let me know.

The price for the unit is \$36,092.38
2 Units total \$72184.76

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

Jennifer Menching

Fleet Manager

630-384-6586

jmensching@joecottonford.com



Prepared by: Jennifer Menching
04/02/2020

Jennifer Mensching | 175 W North Ave Carol Stream Illinois | 60188

2020 F-350 4x4 SD Super Cab 8' box 164" WB DRW XL (X3D)

Price Level: 40 | Quote ID: 040120

As Configured Vehicle

Code	Description	Invoice
Base Vehicle		
X3D	Base Vehicle Price (X3D)	\$40,252.00
Packages		
620A	Order Code 620A <i>Includes:</i> - Transmission: TorqShift 10-Speed Automatic Includes SelectShift and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery. - Wheels: 17" Argent Painted Steel Hub covers/center ornaments not included. - HD Vinyl 40/20/40 Split Bench Seat Includes center armrest, cupholder, storage and driver's side manual lumbar. - Radio: AM/FM Stereo w/MP3 Player Includes 4 speakers. - SYNC Communications & Entertainment System Includes enhanced voice recognition with 911 Assist, 4.2" LCD center stack screen, AppLink and 1 smart-charging USB-C port.	N/C
Powertrain		
99N	Engine: 7.3L 2V DECVT NA PFI V8 Gas	\$1,551.00
44G	Transmission: TorqShift 10-Speed Automatic <i>Includes SelectShift and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery.</i>	Included
X4L	Limited Slip w/4.30 Axle Ratio	\$319.00
68L	GVWR: 13,000 lb Payload Package (68L)	N/C
Wheels & Tires		
TBM	Tires: LT245/75Rx17E BSW A/T (6) <i>Spare may not be the same as road tire.</i>	\$150.00
64K	Wheels: 17" Argent Painted Steel <i>Hub covers/center ornaments not included.</i>	Included
Seats & Seat Trim		
A	HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i>	Included

Other Options



Prepared by: Jennifer Menching
04/02/2020

Jennifer Mensching | 175 W North Ave Carol Stream Illinois | 60188

2020 F-350 4x4 SD Super Cab 8' box 164" WB DRW XL (X3D)

Price Level: 40 | Quote ID: 040120

As Configured Vehicle (cont'd)

Code	Description	Invoice
164WB	164" Wheelbase	STD
90L	Power Equipment Group <i>Deletes passenger-side lock cylinder. Includes upgraded door trim panel.</i> <i>Includes:</i> - Accessory Delay - Trailer Tow Mirrors w/Power Heated Glass <i>Includes power heated glass, heated convex spotter mirror and integrated clearance lights and turn signal indicators.</i> - Advanced Security Pack <i>Includes SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors.</i> - Power Locks - Power Tailgate Lock - Power Front & Rear Seat Windows <i>Includes 1-touch up/down driver/passenger window.</i> - Remote Keyless Entry	\$832.00
473	Snow Plow Prep Package Requires Dual Extra Heavy-Duty Alternator (67B) when ordered with Upfitter Switches (66S) and 110V/400W Outlet (43C). <i>Includes computer selected springs for snowplow application. NOTE 1: Restrictions apply; see Supplemental Reference or Body Builders Layout Book for details. NOTE 2: May result in deterioration of ride quality when vehicle is not equipped with snowplow.</i>	\$228.00
86M	Dual 78 AH Battery	\$191.00
67B	397 Amp Alternators	\$104.00
18B	Platform Running Boards	N/C
85S	Tough Bed Spray-In Bedliner <i>Includes tailgate-guard, black box bed tie-down hooks and black bed attachment bolts.</i>	\$542.00
PAINT	Monotone Paint Application	STD
43B	Fixed Rear-Window w/Defrost	\$54.00
924	Privacy Glass	\$28.00
43C	110V/400W Outlet Requires Dual Extra Heavy-Duty Alternator (67B) when ordered with Upfitter Switches (66S) and Snow Plow Pkg. (473) or Snow Plow/Camper Pkg. (47B). <i>Includes 1 in-dash mounted outlet.</i>	\$160.00
66S	Upfitter Switches (6) Requires Extra Extra Heavy-Duty Alternator (67E) when ordered with 110V/400W Outlet (43C) and Snow Plow Pkg. (473) or Snow Plow/Camper Pkg. (47B) and 6.2L Gas engine (996); or Dual Alternators (67A) when ordered with 110V/400W Outlet (43C) and Snow Plow Pkg. (473) or Snow Plow/Camper Pkg. (47B) and Diesel engine (99T); or Dual Extra Heavy-Duty Alternator (67B) when ordered with 110V/400W Outlet (43C) and Snow Plow Pkg. (473) or Snow Plow/Camper Pkg. (47B) and 7.3L Gas engine (99N). <i>Located in overhead console.</i>	\$150.00



Prepared by: Jennifer Menching
04/02/2020

Jennifer Mensching | 175 W North Ave Carol Stream Illinois | 60188

2020 F-350 4x4 SD Super Cab 8' box 164" WB DRW XL (X3D)

Price Level: 40 | Quote ID: 040120

As Configured Vehicle (cont'd)

Code	Description	Invoice
587	Radio: AM/FM Stereo w/MP3 Player <i>Includes 4 speakers. Includes: - SYNC Communications & Entertainment System Includes enhanced voice recognition with 911 Assist, 4.2" LCD center stack screen, AppLink and 1 smart-charging USB-C port.</i>	Included
61S	Front Splash Guards/Mud Flaps (Pre-Installed)	N/C
62S	Rear Splash Guards/Mud Flaps (Pre-Installed)	N/C
Fleet Options		
FLADCR	Fleet Advertising Credit	-\$865.00
Emissions		
425	50-State Emissions System	STD
Interior Colors		
AS_01	Medium Earth Gray	N/C
Primary Colors		
Z1_01	Oxford White	N/C
SUBTOTAL		\$43,696.00
Destination Charge		\$1,695.00
TOTAL		\$45,391.00



Prepared by: Jennifer Menching

04/02/2020

Jennifer Mensching | 175 W North Ave Carol Stream Illinois | 60188

2020 F-350 4x4 SD Super Cab 8' box 164" WB DRW XL (X3D)

Price Level: 40 | Quote ID: 040120

Pricing Summary - Single Vehicle

INVOICE

Vehicle Pricing

\$45,478.38

Pre-Tax Adjustments

Code	Description	
FLT SPL ADJ	Fleet Credit Adjustment	-\$2,086.00
GPC INCENT	Village Carol Stream Incentive	-\$7,300.00

Total

\$36,092.38

Customer Signature

Acceptance Date



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076
 (855) 289-6572 • (831) 480-8497 Fax
 Fleet@NationalAutoFleetGroup.com

3/31/2020
 3/31/2020 Re-Configured

Quote ID: **23742 R2**

Order Cut Off Date: **TBA**

andrew olsen
 Village of Carol Stream
 Public Works

124 Gerzevske Ln
 124 Gerzevske Ln

Carol Stream, Illinois, 60188

Dear andrew olsen,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

Two (2) New/Unused (2020 Ford Super Duty F-350 DRW (X3D) XL 4WD SuperCab 8' Box 164" WB,) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Extended Unit's (2)	Total Savings
Contract Price	\$48,475.00	\$39,910.32	17.668 %	\$79,820.64	\$17,129.36
Tax (0.0000 %)		\$0.00		\$0.00	
Tire fee		\$0.00		\$0.00	
Total		\$39,910.32		\$79,820.64	

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 120716-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
 Account Manager
 Email: Fleet@NationalAutoFleetGroup.com
 Office: (855) 289-6572
 Fax: (831) 480-8497



GMC

Village of Carol Stream
Interdepartmental Memorandum

TO: Robert Mellor, Village Manager

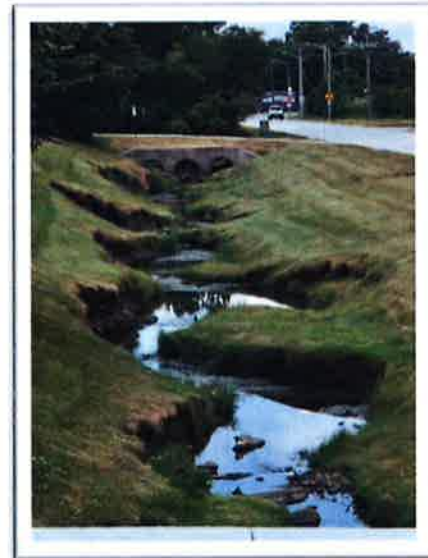
FROM: William Cleveland, Director of Engineering Services
Gregory R. Ulrich, Stormwater Administrator

DATE: April 13, 2020

RE: DuPage County Intergovernmental Agreement (IGA) pertaining to the Water Quality Improvement Program (WQIP) grant funding for Kehoe Blvd. Section I Stream Bank Stabilization Project

PC
GRU

The Village's FY2020/21 budget for the Capital Improvement Program (CIP) includes \$415,000 for the subject project. The work will stabilize the streambanks in the public right-of-way along 180 Kehoe Blvd., as well as a portion that fronts the DuPage County's Gary-Kehoe Flood Control Reservoir. The permit process will begin before the end of April and the design should be completed in time for solicitation and award around August 2020.



As part of the procurement process, staff applied for, and was awarded, a DuPage County 2020 Water Quality Improvement Grant (WQIG). The grant will provide a maximum of \$85,000 and is meant to cover up to 23% of the estimated construction cost (\$366,850) on a reimbursable basis. This funding was included under CIP Revenue as "Kehoe Ditch - Section 1" (Acct.# 43640).

The enclosed IGA establishes certain design features, milestone dates, and payment terms that are a condition of the grant. The cost of the additional design features are expected to be covered by the grant and will improve water quality and add to the overall aesthetics of the final product.

Except for some minor tweaks (ex. Section 4.12), the language is substantially the same as the IGA passed by Resolution No. 3009 for the WQIP grant awarded to The Park Northeast Detention Retrofit project. Therefore, staff recommends that the Village Board authorize the execution of the attached IGA.

cc: Phil Modaff, Public Works Director
Jon Batek, Finance Director

Enclosure

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE
COUNTY OF DUPAGE, ILLINOIS AND THE VILLAGE OF CAROL STREAM
FOR THE KEHOE BOULEVARD STREAMBANK STABILIZATION PROJECT**

WHEREAS, the Mayor and Board of Trustees of the Village of Carol Stream have determined that it is in the best interest of the Village to enter into an Agreement with DuPage County regarding the Kehoe Boulevard Streambank Stabilization Project; and

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

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

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

PASSED AND APPROVED THIS 20th DAY OF APRIL, 2020.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DUPAGE,
ILLINOIS AND THE VILLAGE OF CAROL STREAM FOR THE KEHOE BOULEVARD
STREAMBANK STABILIZATION PROJECT

This INTERGOVERNMENTAL AGREEMENT is made this 12th day of May 2020 between the COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 N. County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and VILLAGE OF CAROL STREAM, a body politic and corporate, with offices at 500 North Gary Avenue, Carol Stream, Illinois 60188 (hereinafter referred to as the VILLAGE).

R E C I T A L S

WHEREAS, the VILLAGE and the COUNTY are public agencies within the meaning of the Illinois "Intergovernmental Cooperation Act" and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the purposes of the "Intergovernmental Cooperation Act" and Article 7 of the Constitution of the State of Illinois include fostering cooperation among government bodies; and

WHEREAS, the Illinois General Assembly has granted the COUNTY authority to take action to manage stormwater and control flooding and to enter into agreements for the purposes of stormwater management and flood control (Illinois Compiled Statutes, Chapter 55 paragraphs 5/5-1062.3 and 5/5-15001 et. seq.); and

WHEREAS, the COUNTY has adopted the DuPage County Stormwater Management Plan which recognizes the reduction of stormwater runoff and improving water quality as an integral part of the proper management of storm and flood waters; and

WHEREAS, the VILLAGE has developed a conceptual design report for the design, construction, and maintenance of streambank stabilization practices installed on a tributary to Klein Creek along Kehoe Boulevard (herein referred to as the "PROJECT"); and

WHEREAS, the COUNTY and the VILLAGE have determined that the construction of the PROJECT will benefit local citizens by improving the water quality in Klein Creek, a tributary to the West Branch DuPage River; and

WHEREAS, the VILLAGE has requested COUNTY participation in cost sharing of the PROJECT through a grant from the COUNTY'S Water Quality Improvement Program in an amount not to exceed eighty-five thousand dollars (\$85,000); and

WHEREAS, the VILLAGE shall pay PROJECT expenses to the contractors as they become due and will be reimbursed by the County for qualified expenses per this

AGREEMENT; and

WHEREAS, the VILLAGE shall share any available data collected from the PROJECT for the purposes of fostering community education and improving upon similar future projects; and

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

1.0 INCORPORATION AND CONSTRUCTION.

- 1.1 All recitals set forth above are incorporated herein and made a part hereof, the same constituting the factual basis for this AGREEMENT.
- 1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

2.0 PROJECT DESCRIPTION.

- 2.1 The PROJECT involves the installation of streambank stabilization practices along 535 linear feet of Klein Creek Tributary No. 2. The improvements include regrading slopes, installation of retaining walls, rock riffles, stone toe and native plantings. The goal of the VILLAGE is to reduce pollutant loadings associated with eroding streambanks into the Klein Creek and the West Branch DuPage River watershed.
- 2.2 The PROJECT shall be developed essentially in accord with the conceptual design report (Kehoe Blvd Streambank Stabilization- Section 1), as prepared by the VILLAGE and dated January 10, 2020, which document is incorporated herein by reference but is not attached hereto due to space limitations. The best management practices shall be maintained and monitored by the VILLAGE or its consultant.

3.0 FUNDING.

- 3.1 The total water quality related PROJECT costs are estimated to be three hundred sixty-six thousand eight hundred and fifty dollars (\$366,850). The cost share is as follows, unless otherwise agreed to in writing as provided in Paragraph 3.2 below:

VILLAGE OF CAROL STREAM	77%	\$281,850
COUNTY OF DUPAGE	23%	\$ 85,000
<u>TOTAL</u>	<u>100.0%</u>	<u>\$366,850</u>

- 3.2 The VILLAGE shall be responsible for bearing any cost overruns or expenses in excess of the funding listed in Paragraph 3.1, regardless of the cause, unless the VILLAGE and COUNTY agree to apportion such extra costs before they are incurred.
- 3.3 This AGREEMENT shall in no way obligate the VILLAGE to undertake this PROJECT if the VILLAGE in its sole discretion determines that it is no longer in the VILLAGE'S best interest to proceed with this PROJECT. However, in the event the PROJECT is not substantially completed (excepting post-construction monitoring) by October 31, 2021, the VILLAGE shall promptly reimburse the COUNTY any monies paid by the COUNTY to the VILLAGE pursuant to this AGREEMENT. The VILLAGE'S right to retain the COUNTY'S reimbursement of PROJECT costs is expressly conditioned upon the VILLAGE'S timely and satisfactory completion of the PROJECT.
- 3.4 The VILLAGE may only seek COUNTY reimbursement for allowable PROJECT expenses. Allowable PROJECT expenses incurred and paid by the VILLAGE in relation to the PROJECT shall include third-party professional services related to the construction of the PROJECT (construction management, etc.), construction (labor and materials), bid advertising, etc. Notwithstanding the foregoing, allowable expenses shall not include the VILLAGE'S administrative costs, overhead, payroll, land acquisition, legal or accounting services.

4.0 VILLAGE'S RESPONSIBILITIES.

- 4.1 The VILLAGE shall be responsible for the preparation of the plans, specifications, and bid documents for the PROJECT, together with the advertisement and award of all PROJECT-related public bids. The VILLAGE shall select, and contract with, all vendors providing professional services for the PROJECT.
- 4.2 The VILLAGE shall be responsible for successful completion of all phases of the PROJECT, from design and construction through maintenance.
- 4.3 The VILLAGE shall be responsible for securing all local, county, state, and federal permits necessary for completion of the PROJECT.
- 4.4 The VILLAGE shall be responsible for submitting copies of all permit applications and related correspondence to the COUNTY in a timely manner to ensure sufficient review by the COUNTY. The purpose of the COUNTY'S

review shall be for the sole purpose of documenting whether PROJECT work components qualify as allowable expenses.

- 4.5 The VILLAGE shall be responsible for obtaining all required land rights necessary for the completion of the PROJECT.
- 4.6 The VILLAGE shall not be reimbursed by the COUNTY for work undertaken prior to the signing of this AGREEMENT.
- 4.7 The VILLAGE may enter into additional agreements to secure its portion of the local PROJECT costs.
- 4.8 The VILLAGE shall submit no more than one invoice per month to the COUNTY during the construction of the PROJECT. Under no circumstances should the COUNTY be invoiced more than twenty-three percent (23%) of total incurred PROJECT costs up to the limits as established in Paragraph 3.1. The invoice shall show the quantities and cost per item and be summarized by PROJECT area.
- 4.9 The VILLAGE shall make direct payments, or cause to have payments made, to all parties providing services related to this PROJECT. This requirement will not affect the COUNTY'S obligation to reimburse the VILLAGE in the amounts herein agreed upon, nor shall this provision affect the VILLAGE'S obligation to repay the COUNTY in the event the PROJECT is not undertaken or completed, as established in Paragraph 3.3.
- 4.10 The VILLAGE shall make any data collected from the PROJECT available to the COUNTY upon reasonable request by the COUNTY.
- 4.11 The COUNTY shall not be responsible for or have control over the design, construction, means, methods, techniques or procedures with respect to any work performed for the PROJECT. The VILLAGE and VILLAGE'S contractors shall be solely responsible for the safety of all individuals performing work on the PROJECT. The VILLAGE shall take such measures as are necessary to ensure that its contractors maintain the PROJECT areas in a safe condition and install appropriate barricades and warning signs, and the VILLAGE shall strictly enforce or cause to have strictly enforced all applicable safety rules and regulations. This provision is not intended to create any new burden or liability for the VILLAGE beyond the usual burdens and liabilities for a municipality in the construction of public improvements. This section is intended merely to relieve the COUNTY from such liabilities in this PROJECT. COUNTY'S role in conducting any review or granting any consent or approval relates solely to the PROJECT'S eligibility under the COUNTY'S Water Quality Improvement Program.
- 4.12 The VILLAGE must acknowledge the COUNTY using logo(s) and wording provided by the COUNTY in permanent onsite signage and other promotion of the

PROJECT including, but not limited to, printed materials, press releases and presentations.

5.0 COUNTY'S RESPONSIBILITIES.

- 5.1 The COUNTY shall reserve the right to review the PROJECT'S plans and specifications, prior to the VILLAGE'S advertisement for contract services, together with any subsequent change orders, addendums, or revisions thereto ("CONTRACT DOCUMENTS"), for the purpose of verifying that PROJECT components qualify for reimbursement through the COUNTY'S Water Quality Improvement Program. The COUNTY shall promptly provide the VILLAGE with any recommended changes to the CONTRACT DOCUMENTS for PROJECT components to qualify for reimbursement.
- 5.2 The COUNTY shall cost share in the PROJECT as follows:
 - 5.2.1 The COUNTY shall reimburse the VILLAGE for approved costs associated with the PROJECT at a fixed proportion of twenty- three percent (23%) of the PROJECT costs, which have been incurred and paid for by the VILLAGE, as specified in Paragraph 3.1.
 - 5.2.2 The total reimbursement amount paid by the COUNTY shall not exceed eighty-five thousand dollars (\$85,000).
 - 5.2.3 In the event PROJECT costs total less than three hundred sixty-six thousand eight hundred fifty dollars (\$366,850), the COUNTY'S total reimbursement amount shall be not more than twenty-three percent (23%) of the actual total PROJECT costs. Any amounts overpaid by the COUNTY shall be promptly refunded by the VILLAGE.
 - 5.2.4 The COUNTY shall not be obligated to pay invoices received after November 30, 2021, regardless of when the work was completed and notwithstanding that the COUNTY'S contribution limit has not been reached.
- 5.3 The COUNTY shall be allowed unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and work documents (i.e., plans, change orders, field orders, manager diaries, etc.) for the limited purpose of determining eligibility for COUNTY reimbursement, and the use of all data collected as part of the PROJECT. The COUNTY shall provide the VILLAGE reasonable advance notice of when the COUNTY requires such access.

6.0 GOVERNMENT REGULATIONS.

- 6.1 The VILLAGE shall comply with all local, county, state and federal requirements now in force, or which may hereafter be in force, pertaining to the PROJECT.

7.0 INDEMNIFICATION.

- 7.1 The VILLAGE shall indemnify, hold harmless and defend the COUNTY or any of its officials, officers, employees, and agents from and against all liability, claims, suits, demands, liens, proceedings and actions, including reasonable costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the VILLAGE 'S performance under this AGREEMENT to the fullest extent the VILLAGE is so authorized under the law; provided, however, that the VILLAGE shall not be obligated to indemnify, hold harmless and defend the COUNTY for any negligent or intentional wrongful misconduct or omissions by COUNTY officials, employees, agents, contractors or personnel.
- 7.2 The VILLAGE shall require each consultant and contractor responsible for the construction of the PROJECT to name the VILLAGE and COUNTY as an additional insured party on said vendor's liability insurance policy. Further, the VILLAGE shall require that its consultants and contractors indemnify, defend and hold harmless the VILLAGE and COUNTY, its officers, employees and elected officials from and against any claims, liability or judgments resulting from, or caused by, the negligence or willful conduct of such consultant and/or contractor.
- 7.3 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, liens, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraph 7.1 is to be the State's Attorney, in accord with the applicable law. The COUNTY'S participation in its defense shall not remove the VILLAGE'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above. Moreover, indemnity as provided in this AGREEMENT shall not be limited by reason of any insurance coverage maintained by the VILLAGE or its consultants, contractors or agents. The VILLAGE'S indemnification of the COUNTY shall survive the termination, or expiration, of this AGREEMENT.

8.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT.

- 8.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties, excluding term extensions as provided for in the following provision.
- 8.2 Notwithstanding Paragraph 8.1, above, the term for performing this AGREEMENT may be extended by any suitable COUNTY designated form, signed by both parties without formal amendment pursuant to Paragraph 8.1, above.

9.0 TERM OF THIS AGREEMENT.

- 9.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:
- 9.1.1 November 30, 2021 or to a new date agreed upon by the parties.
- 9.1.2 The completion by the VILLAGE and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before November 30, 2021.

10.0 ENTIRE AGREEMENT.

- 10.1 This AGREEMENT, including matters incorporated herein, contains the entire AGREEMENT between the parties.
- 10.2 There are no other covenants, warranties, representations, promises, conditions or understandings, either oral or written, other than those contained herein.
- 10.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.
- 10.4 In the event of a conflict between the terms or conditions of this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

11.0 SEVERABILITY.

11.1 In the event any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

12.0 GOVERNING LAW.

12.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.

12.2 The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the judicial circuit court for DuPage County.

13.0 NOTICES.

13.1 Any required notice shall be sent to the following addresses and parties:

Greg Ulrich
Stormwater Administrator
Village of Carol Stream
500 N. Gary Avenue
Carol Stream, Illinois, 60188

Mary Beth Falsey
Water Quality Supervisor
DuPage County Stormwater Management
421 N. County Farm Road
Wheaton, Illinois 60187

14.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

14.1 The parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT. Further the failure to enforce any particular breach shall not bar or prevent the remaining party from enforcing this AGREEMENT with respect to a different breach.

15.0 NO WAIVER OF TORT IMMUNITIES

15.1 Nothing contained in any provision of this Agreement is intended to constitute nor shall constitute a waiver of the defenses, privileges or immunities available to the

parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act.

IN WITNESS OF, the parties set their hands and seals as of the date first written above.

COUNTY OF DUPAGE

VILLAGE OF CAROL STREAM

Daniel J. Cronin,
Chairman

Frank Saverino
Mayor

ATTEST:

ATTEST:

Jean Kaczmarek,
County Clerk

Laura Czarnecki
Village Clerk

Village of Carol Stream
 Schedule of Bills
 For Village Board Approval on APRIL 13,2020

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
B & F CONSTRUCTION CODE SERVICES, INC					
350 KEHOE-BLDG PLAN 20-2057-RMDC	1,369.37	01643700-52253	CONSULTANT	53468	
365 E NORTH-BLDG REVIEW 20-0126-RMDC	910.17	01643700-52253	CONSULTANT	53379	
570 S SCHMALE-FIRE ALARM 20-0143-FIRE	480.00	01643700-52253	CONSULTANT	53465	
	<u>2,759.54</u>				
C S FIRE PROTECTION DISTRICT					
PERMITS-MAR 2020	720.00	01-24416	DEPOSIT-FIRE DISTRICT PERMIT	PERMITS MAR 2020	
	<u>720.00</u>				
C S PUBLIC LIBRARY					
PPRT-MAR 2020	1,177.16	01000000-41102	PERSONAL PROPERTY REPLAC TAX	PPRT MAR 2020	
	<u>1,177.16</u>				
CAROL STREAM PARK DISTRICT					
PER IGA W/PARK DISTRICT-COMM PARK	300.00	01643600-52253	CONSULTANT	202003121634	
	<u>300.00</u>				
DUPAGE WATER COMMISSION					
WATER PURCHASE-FEB 2020	398,817.65	04201600-52283	DUPAGE CTY WATER COMMISSION	01/31/20-02/29/20	
	<u>398,817.65</u>				
EXAMINER PUBLICATIONS INC					
BUDGET FY20/21-PUBLIC HEARING NOTICE 3/25/20	54.00	01520000-52240	PUBLIC NOTICES/INFORMATION	52774	
	<u>54.00</u>				
FEECE OIL CO					
DIESEL FUEL	835.00	01696200-53356	GAS PURCHASED	3691216	
	<u>835.00</u>				
GRANITE TELECOMMUNICATIONS					
TELCO SERVICE 4/1-4/30/20 ACT.03966738	862.55	01652800-52230	TELEPHONE	482124139 04/01/20	
	<u>862.55</u>				

**Village of Carol Stream
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
HEARTLAND BUSINESS SYSTEMS, LLC					
EXCHANGE UPGRADE ASSIST	262.50	01652800-52253	CONSULTANT	353509-H	
	<u>262.50</u>				
I R M A					
DECEMBER ALL EVENTS 2019	2,894.35	01590000-52215	INSURANCE DEDUCTIBLES	SALES0018051.	
	<u>2,894.35</u>				
IDEMIA IDENTITY & SECURITY					
LIVE SCAN UPGRADE	3,380.00	02385200-54413	COMPUTER EQUIPMENT	128613	
	<u>3,380.00</u>				
KONICA MINOLTA BUSINESS SOLUTIONS					
FINANCE BIZ HUB Q/E 2/5/20	78.90	01610100-52226	OFFICE EQUIPMENT MAINTENANCE	9006491468	
	<u>78.90</u>				
LAW OFFICE OF MICHELLE L MOORE LTD					
PROSECUTION-MAY 2020	8,627.80	01-13010	PRE-PAID ITEMS	2020-05	
	<u>8,627.80</u>				
LRS HOLDINGS LLC					
STREET SWEEPING-124 GERZEVSKE LN 3/16-3/20/20	8,610.00	01670600-52272	PROPERTY MAINTENANCE	PS315283	20200010
	<u>8,610.00</u>				
MNJ TECHNOLOGIES DIRECT					
COMPUTER CABLE	10.30	01652800-53315	PRINTED MATERIALS	0003721408	
	<u>10.30</u>				
MULTISYSTEM MANAGEMENT COMPANY					
JANITORIAL-MAR 2020	3,950.00	01680000-52276	JANITORIAL SERVICES	2220	
	<u>3,950.00</u>				

**Village of Carol Stream
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
MUNICIPAL GIS PARTNERS INC					
GIS SERVICES MAR 2020	12,196.00	01652800-52257	GIS SYSTEM	4968	
	<u>12,196.00</u>				
NEW HORIZONS					
CISA-TRAINING PO-1877 3/9/20	2,600.00	01652800-52223	TRAINING	INV-30033-MOT6L8	
	<u>2,600.00</u>				
NORTHERN ILLINOIS UNIVERSITY					
GIS INTERNS 1/1/20-1/31/20	3,427.58	01652800-52257	GIS SYSTEM	1120	
GIS INTERNS 2/1/20-2/29/20	3,427.58	01652800-52257	GIS SYSTEM	2120	
GIS INTERNS 3/1/20-3/31/20	3,427.58	01652800-52257	GIS SYSTEM	3120	
GIS INTERNS 4/1/20-4/30/20	3,427.58	01652800-52257	GIS SYSTEM	4120	
	<u>13,710.32</u>				
R & M PRINTING					
UNIFORMS	100.45	01600000-53314	OFFICE SUPPLIES	6304	
UNIFORMS	190.35	01590000-53324	UNIFORMS	6304	
UNIFORMS	343.25	01610100-53317	OPERATING SUPPLIES	6304	
UNIFORMS	354.60	01652800-53324	UNIFORMS	6304	
UNIFORMS	564.76	01622200-53324	UNIFORMS	6304	
	<u>1,553.41</u>				
RUSH TRUCK CENTERS					
AP FILTERS	102.88	01696200-53354	PARTS PURCHASED	3018894594	
MR FILTER	4.42	01696200-53354	PARTS PURCHASED	3018744598	
	<u>107.30</u>				
SCORPIO CONSTRUCTION CORP.					
EMERGENCY SEWER REPAIR 3/12/20	7,605.00	04101500-52244	MAINTENANCE & REPAIR	783-20 PO-3797	
	<u>7,605.00</u>				

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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
TELCOM INNOVATIONS GROUP LLC					
CHANGE PW NIGHT RINGER	70.00	01652800-52253	CONSULTANT	A55112	
PHONE REPLACEMENT DEPOSIT	22,275.20	01652800-54412	OTHER EQUIPMENT	A54904D PO-1880	
RECONF. OF PW PHONES	70.00	01652800-52253	CONSULTANT	A55101	
TROUBLESHOOT-PHONES	105.00	01652800-52253	CONSULTANT	A54847	
VOICEMAIL TO EMAIL GATEWAY FAILURE	140.00	01652800-52253	CONSULTANT	A55067	
	22,660.20				
THIRD MILLENIUM ASSOCIATES INCORPORATED					
BILL PRINTING 3/27/20	1,195.95	04103100-52221	UTILITY BILL PROCESSING	24584	
BILL PRINTING 3/27/20	1,195.95	04203100-52221	UTILITY BILL PROCESSING	24584	
GREEN PAY MAR 2020	225.00	04103100-52221	UTILITY BILL PROCESSING	24585	
GREEN PAY MAR 2020	225.00	04203100-52221	UTILITY BILL PROCESSING	24585	
	2,841.90				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on APRIL 13,2020**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
VERIZON WIRELESS					
CELL PHONES 1/14/20-2/13/20	36.01	02385200-52230	TELEPHONE	9848384491 02/13/20	
CELL PHONES 1/14/20-2/13/20	38.01	01652800-52230	TELEPHONE	9848384491 02/13/20	
CELL PHONES 1/14/20-2/13/20	38.01	01670100-52230	TELEPHONE	9848384491 02/13/20	
CELL PHONES 1/14/20-2/13/20	56.34	01610100-52230	TELEPHONE	9848384491 02/13/20	
CELL PHONES 1/14/20-2/13/20	56.34	01640100-52230	TELEPHONE	9848384491 02/13/20	
CELL PHONES 1/14/20-2/13/20	56.34	01642100-52230	TELEPHONE	9848384491 02/13/20	
CELL PHONES 1/14/20-2/13/20	56.34	01690100-52230	TELEPHONE	9848384491 02/13/20	
CELL PHONES 1/14/20-2/13/20	58.72	01662700-52230	TELEPHONE	9848384491 02/13/20	
CELL PHONES 1/14/20-2/13/20	94.35	01600000-52230	TELEPHONE	9848384491 02/13/20	
CELL PHONES 1/14/20-2/13/20	112.68	01643700-52230	TELEPHONE	9848384491 02/13/20	
CELL PHONES 1/14/20-2/13/20	112.68	01680000-52230	TELEPHONE	9848384491 02/13/20	
CELL PHONES 1/14/20-2/13/20	179.22	01590000-52230	TELEPHONE	9848384491 02/13/20	
CELL PHONES 1/14/20-2/13/20	233.89	04100100-52230	TELEPHONE	9848384491 02/13/20	
CELL PHONES 1/14/20-2/13/20	281.70	01620100-52230	TELEPHONE	9848384491 02/13/20	
CELL PHONES 1/14/20-2/13/20	434.84	01652800-52230	TELEPHONE	9848384491 02/13/20	
CELL PHONES 1/14/20-2/13/20	492.12	01670100-52230	TELEPHONE	9848384491 02/13/20	
CELL PHONES 1/14/20-2/13/20	515.82	04200100-52230	TELEPHONE	9848384491 02/13/20	
CELL PHONES 1/14/20-2/13/20	3,383.74	01662700-52230	TELEPHONE	9848384491 02/13/20	
CELL PHONES 2/14-3/13/20	36.01	02385200-52230	TELEPHONE	9850476543 03/13/20	
CELL PHONES 2/14-3/13/20	38.01	01652800-52230	TELEPHONE	9850476543 03/13/20	
CELL PHONES 2/14-3/13/20	56.34	01610100-52230	TELEPHONE	9850476543 03/13/20	
CELL PHONES 2/14-3/13/20	56.34	01640100-52230	TELEPHONE	9850476543 03/13/20	
CELL PHONES 2/14-3/13/20	56.34	01642100-52230	TELEPHONE	9850476543 03/13/20	
CELL PHONES 2/14-3/13/20	56.34	01690100-52230	TELEPHONE	9850476543 03/13/20	
CELL PHONES 2/14-3/13/20	58.72	01662700-52230	TELEPHONE	9850476543 03/13/20	
CELL PHONES 2/14-3/13/20	94.37	01600000-52230	TELEPHONE	9850476543 03/13/20	
CELL PHONES 2/14-3/13/20	112.68	01643700-52230	TELEPHONE	9850476543 03/13/20	
CELL PHONES 2/14-3/13/20	112.68	01680000-52230	TELEPHONE	9850476543 03/13/20	
CELL PHONES 2/14-3/13/20	179.22	01590000-52230	TELEPHONE	9850476543 03/13/20	
CELL PHONES 2/14-3/13/20	233.89	04100100-52230	TELEPHONE	9850476543 03/13/20	

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on APRIL 13,2020**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
CELL PHONES 2/14-3/13/20	281.70	01620100-52230	TELEPHONE	9850476543 03/13/20	
CELL PHONES 2/14-3/13/20	434.86	01652800-52230	TELEPHONE	9850476543 03/13/20	
CELL PHONES 2/14-3/13/20	515.82	04200100-52230	TELEPHONE	9850476543 03/13/20	
CELL PHONES 2/14-3/13/20	530.18	01670100-52230	TELEPHONE	9850476543 03/13/20	
CELL PHONES 2/14-3/13/20	3,383.72	01662700-52230	TELEPHONE	9850476543 03/13/20	
	<u>12,474.37</u>				
GRAND TOTAL	<u><u>\$509,088.25</u></u>				

The preceding list of bills payable totaling \$509,088.25 was reviewed and approved for payment.

Approved by:



Bob Mellor –Village Manager

Date: 4/20/20

Authorized by:

Frank Saverino Sr. – Mayor

Laura Czarnecki- Village Clerk

ADDENDUM WARRANTS
March 31, 2020 Thru April 13, 2020

Fund	Check #	Vendor	Description	Amount
General	A C H	Wheaton Bank & Trust	Payroll March 23, 2020 thru April 5, 2020	521,809.86
Water & Sewer	A C H	Wheaton Bank & Trust	Payroll March 23, 2020 thru April 5, 2020	59,684.87
				<u>581,494.73</u>

Approved this _____ day of _____, 2020

By: _____
 Frank Saverino Sr-Mayor

 Laura Czarnecki - Village Clerk

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on APRIL 20,2020**

AGENDA ITEM
L-3 4/20/20

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
CORE & MAIN LP					
B-BOX PARTS (STOCK)	205.21	04201600-53317	OPERATING SUPPLIES	M126915	
	<u>205.21</u>				
COVERALL NORTH AMERICA INC					
JANITORIAL SVCS-APR 2020	1,422.00	01670100-52276	JANITORIAL SERVICES	1010656640	20200003
	<u>1,422.00</u>				
CYBERSOURCE CORP					
AUTHNET GATEWAY MAR 2020	25.00	01610100-52256	BANKING SERVICES	AUTHNET 03/31/20	
	<u>25.00</u>				
DUPAGE COUNTY RECORDER					
WEED LIEN R2020-001141	11.00	01520000-52233	RECORDING FEES	40100202	
	<u>11.00</u>				
ENGINEERING RESOURCE ASSOCIATES INC					
FAIR OAKS PED BRIDGE	800.00	01620600-52253	CONSULTANT	ONE PO-462619	
	<u>800.00</u>				
GENUINE PARTS COMPANY INC					
PARTS 3/1/20-3/31/20	4.58	01696200-53317	OPERATING SUPPLIES	11007487 03/31/20	
PARTS 3/1/20-3/31/20	32.90	01696200-53316	TOOLS	11007487 03/31/20	
PARTS 3/1/20-3/31/20	2,323.18	01696200-53354	PARTS PURCHASED	11007487 03/31/20	
	<u>2,360.66</u>				
GOVTEMPSUSA LLC					
ACCOUNTS CLERK-A RETSKE 3/29, 4/5/20	1,176.00	04103100-52253	CONSULTANT	3506673	
ACCOUNTS CLERK-A RETSKE 3/29, 4/5/20	1,176.00	04203100-52253	CONSULTANT	3506673	
LIBRARY TECH-N BOYD 3/29, 4/5/20	3,426.40	01652800-52253	CONSULTANT	3506672	
OFFICE MANAGER-D KALKE 3/29, 4/5/20	3,170.40	01590000-52253	CONSULTANT	3506671	
	<u>8,948.80</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on APRIL 20,2020**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
INTEGRITY ENVIRONMENTAL SERVICES, INC					
SOIL TEST-SALT DOME LEAK 3/25/20	785.00	01670400-52244	MAINTENANCE & REPAIR	20-04001	
	<u>785.00</u>				
KLEIN, THORPE & JENKINS, LTD					
GENERAL COUNSEL-MAR 2020	107.50	01510000-52238	LEGAL FEES	209433 03/31/20	
GENERAL COUNSEL-MAR 2020	107.50	22490000-52238	LEGAL FEES	209433 03/31/20	
GENERAL COUNSEL-MAR 2020	15,676.48	01570000-52238	LEGAL FEES	209433 03/31/20	
	<u>15,891.48</u>				
MAILFINANCE					
POSTANGE METER-QTR END 8/4/20	575.22	01-13010	PRE-PAID ITEMS	N8246701	
	<u>575.22</u>				
NMI					
CC GATEWAY FEES MAR 2020	10.00	01610100-52256	BANKING SERVICES	273341100	
CC GATEWAY FEES MAR 2020	106.50	04103100-52221	UTILITY BILL PROCESSING	273348389	
CC GATEWAY FEES MAR 2020	106.50	04203100-52221	UTILITY BILL PROCESSING	273348389	
	<u>223.00</u>				
NOTARY PUBLIC ASSOCIATION OF IL					
NOTARY 2020-JOHNSON #844194 RENEWAL	54.00	01662700-52234	DUES & SUBSCRIPTIONS	NOTARY 2020-JOHNSON	
	<u>54.00</u>				
ONSOLVE INTERMEDIATE HOLDING COMPANY					
CODE RED 5/1/20-4/30/21	10,000.00	01-13010	PRE-PAID ITEMS	INV54661813200	
	<u>10,000.00</u>				
R & M PRINTING					
UNIFORM-MICHELLE	67.95	01643700-53324	UNIFORMS	6303	
	<u>67.95</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on APRIL 20,2020**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
REFUNDS PRESERVATION BONDS					
20-0137-PATI #2256495 PATIO BOND	200.00	01-24302	ESCROW - GRADING	1194 CACTUS TR 04/20	
	<u>200.00</u>				
REFUNDS TAX STAMPS					
31298 STAMP, 766 N GARY AVE, #4 206	354.00	01000000-41208	REAL ESTATE TRANSFER TAX	STAMP 31298	
31329 STAMP, 630 BELAIR CT	780.00	01000000-41208	REAL ESTATE TRANSFER TAX	STAMP 31329	
	<u>1,134.00</u>				
SCHROEDER ASPHALT SERVICES					
FLEX PAVEMENT-VARIOUS STREETS	-61,178.00	06-21446	RETAINAGE SCHROEDER	2020-102 PO-462616	
FLEX PAVEMENT-VARIOUS STREETS	3,450.00	11740000-55486	ROADWAY CAPITAL IMPROVEMENTS	2020-102 PO-462616	
FLEX PAVEMENT-VARIOUS STREETS	608,330.00	06320000-54470	STREET RESURFACING	2020-102 PO-462616	
	<u>550,602.00</u>				
THOMAS ENGINEERING GROUP, LLC					
SCHMALE RD WATERMAIN PHASE II 03/2020	14,959.70	04201600-54480	CONSTRUCTION	20-080	20200011
	<u>14,959.70</u>				
TIF 3 NORTH AND SCHMALE RD					
SALES TAX-JAN 2020	-8,414.97	22000000-49340	SALES TAX CONTRIB - RDA#1	TIF3 04/30/20	
SALES TAX-JAN 2020	8,414.97	01720000-58340	SALES TAX TFR - RDA#1	TIF3 04/30/20	
SALES TAX-JAN 2020	8,414.97	22-11105	CASH - TRUST	TIF3 04/30/20	
	<u>8,414.97</u>				
TRISOURCE SOLUTIONS LLC					
TRISOURCE CC FEES MAR 2020	71.95	04103100-52221	UTILITY BILL PROCESSING	1420 04/02/20	
TRISOURCE CC FEES MAR 2020	71.96	04203100-52221	UTILITY BILL PROCESSING	1420 04/02/20	
TRISOURCE CC FEES MAR 2020	431.70	01610100-52256	BANKING SERVICES	1420 04/02/20	
TRISOURCE CC FEES MAR 2020	2,451.63	04103100-52221	UTILITY BILL PROCESSING	7833 04/02/20	
TRISOURCE CC FEES MAR 2020	2,451.63	04203100-52221	UTILITY BILL PROCESSING	7833 04/02/20	
	<u>5,478.87</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on APRIL 20,2020**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
WEX BANK					
FUEL 03/31/20	-214.04	01000000-47407	MISCELLANEOUS REVENUE	64661975 03/31/20	
FUEL 03/31/20	25.60	01622200-53313	AUTO GAS & OIL	64661975 03/31/20	
FUEL 03/31/20	29.59	01643700-53313	AUTO GAS & OIL	64661975 03/31/20	
FUEL 03/31/20	31.26	01660100-53313	AUTO GAS & OIL	64661975 03/31/20	
FUEL 03/31/20	38.41	01620100-53313	AUTO GAS & OIL	64661975 03/31/20	
FUEL 03/31/20	54.91	01696200-53313	AUTO GAS & OIL	64661975 03/31/20	
FUEL 03/31/20	64.91	04200100-53313	AUTO GAS & OIL	64661975 03/31/20	
FUEL 03/31/20	83.87	04101100-53313	AUTO GAS & OIL	64661975 03/31/20	
FUEL 03/31/20	99.08	01642100-53313	AUTO GAS & OIL	64661975 03/31/20	
FUEL 03/31/20	104.14	01680000-53313	AUTO GAS & OIL	64661975 03/31/20	
FUEL 03/31/20	130.42	01670100-53313	AUTO GAS & OIL	64661975 03/31/20	
FUEL 03/31/20	130.42	01670300-53313	AUTO GAS & OIL	64661975 03/31/20	
FUEL 03/31/20	163.02	01670600-53313	AUTO GAS & OIL	64661975 03/31/20	
FUEL 03/31/20	163.02	01670700-53313	AUTO GAS & OIL	64661975 03/31/20	
FUEL 03/31/20	195.63	01670500-53313	AUTO GAS & OIL	64661975 03/31/20	
FUEL 03/31/20	277.14	01670400-53313	AUTO GAS & OIL	64661975 03/31/20	
FUEL 03/31/20	341.25	01664700-53313	AUTO GAS & OIL	64661975 03/31/20	
FUEL 03/31/20	426.56	01662400-53313	AUTO GAS & OIL	64661975 03/31/20	
FUEL 03/31/20	454.34	04201400-53313	AUTO GAS & OIL	64661975 03/31/20	
FUEL 03/31/20	570.58	01670200-53313	AUTO GAS & OIL	64661975 03/31/20	
FUEL 03/31/20	767.80	01660100-53313	AUTO GAS & OIL	64661975 03/31/20	
FUEL 03/31/20	778.87	04201600-53313	AUTO GAS & OIL	64661975 03/31/20	
FUEL 03/31/20	915.11	04101500-53313	AUTO GAS & OIL	64661975 03/31/20	
FUEL 03/31/20	6,995.56	01662700-53313	AUTO GAS & OIL	64661975 03/31/20	
	12,627.45				
ZONES INC					
ZONES REBATE-11/2019-01/2020	129,955.70	01720000-58207	ZONES SALES TAX REIMB	ZONES REBATE 04/2020	
	129,955.70				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on APRIL 20,2020**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
GRAND TOTAL	<u><u>\$764,742.01</u></u>				

The preceding list of bills payable totaling \$764,742.01 was reviewed and approved for payment.

Approved by:



Bob Mellor –Village Manager

Date: 4/17/20

Authorized by:

Frank Saverino Sr. – Mayor

Laura Czarnecki- Village Clerk

Village of Carol Stream
General Fund Budget Summary
For the Month Ended March 31, 2020

	MONTH				YTD				BUDGET					
	Last Year Mar	Current Year Mar	Monthly Variance		Last Year YTD	Current Year YTD	YTD Variance		Annual Budget	YTD Budget	YTD Actual	Variance		
			\$	%			\$	%				\$	%	
REVENUES														
Sales Tax	\$ 666,119	\$ 681,670	15,551	2%	\$ 6,564,074	\$ 6,618,639	54,565	1%	\$ 6,935,000	\$ 6,443,490	\$ 6,618,639	175,149	3%	
Home Rule Sales Tax	519,455	487,662	(31,793)	-6%	4,303,236	4,822,411	519,175	12%	5,150,000	4,785,000	4,822,411	37,411	1%	
State Income Tax	238,676	278,412	39,736	17%	3,472,137	3,895,132	422,995	12%	3,960,000	3,579,000	3,895,132	316,131	9%	
Utility Tax - Electricity	164,153	147,839	(16,314)	-10%	1,767,892	1,692,940	(74,952)	-4%	1,880,000	1,736,051	1,692,940	(43,111)	-2%	
Telecommunications Tax	75,266	66,564	(8,702)	-12%	893,252	732,800	(160,453)	-18%	877,000	803,917	732,800	(71,117)	-9%	
Fines (Court, Ord., ATLE, Towing)	131,999	118,809	(13,190)	-10%	1,261,336	1,484,973	223,637	18%	1,468,000	1,355,893	1,484,973	129,080	10%	
Natural Gas Use Tax	122,064	104,352	(17,713)	-15%	576,899	532,202	(44,698)	-8%	620,000	525,000	532,202	7,202	1%	
Other Taxes (Use, Hotel, PPRT Real Estate, Alcohol)	322,970	285,577	(37,393)	-12%	2,891,148	3,304,347	413,199	14%	3,527,000	3,233,552	3,304,347	70,795	2%	
Licenses (Vehicle, Liquor, etc.)	32,882	22,832	(10,050)	-31%	514,368	642,291	127,924	25%	898,000	741,963	642,291	(99,672)	-13%	
Cable Franchise Fees	-	-	-	0%	572,440	547,097	(25,343)	-4%	535,000	490,417	547,097	56,680	12%	
Building Permits	52,989	17,571	(35,418)	-67%	502,640	479,466	(23,173)	-5%	662,500	540,500	479,466	(61,034)	-11%	
Fees for Services	84,171	45,909	(38,262)	-45%	780,528	692,461	(88,067)	-11%	797,500	756,958	692,461	(64,497)	-9%	
Interest Income	19,029	10,035	(8,993)	-47%	167,107	323,740	156,633	94%	210,000	192,500	323,740	131,240	68%	
All Other / Miscellaneous	73,355	34,406	(38,950)	-53%	1,078,668	965,336	(113,332)	-11%	955,000	875,000	965,336	90,336	10%	
Revenue Totals	2,503,128	2,301,637	(201,491)	-8%	25,345,726	26,733,835	1,388,110	5%	28,475,000	26,059,242	26,733,835	674,593	3%	
EXPENDITURES														
Fire & Police Commission	-	8,640	8,640	100%	30,963	15,311	(15,652)	-51%	36,311	33,285	15,311	(17,974)	-54%	
Village Board & Clerk	3,348	14,247	10,898	326%	91,790	132,783	40,994	45%	151,123	138,529	132,783	(5,746)	-4%	
Plan Commission & ZBA	749	-	(749)	-100%	4,132	4,638	506	12%	5,400	4,950	4,638	(312)	-6%	
Emergency Services	-	108	108	100%	-	108	108	100%	158,000	158,000	108	(157,892)	-100%	
Legal Services	18,168	37,838	19,670	108%	210,606	231,582	20,976	10%	273,500	250,708	231,582	(19,126)	-8%	
Village Clerk	3,658	-	(3,658)	-100%	35,841	-	(35,841)	-100%	-	-	-	-	0%	
Administration	87,514	58,217	(29,297)	-33%	864,466	721,839	(142,627)	-16%	865,717	793,574	721,839	(71,735)	-9%	
Employee Relations	59,370	57,882	(1,489)	-3%	336,892	400,243	63,351	19%	451,994	414,328	400,243	(14,085)	-3%	
Financial Management	94,977	58,051	(36,925)	-39%	821,328	663,515	(157,813)	-19%	720,036	660,033	663,515	3,482	1%	
Engineering Services	124,805	98,566	(26,238)	-21%	1,175,775	1,102,720	(73,054)	-6%	1,388,189	1,272,507	1,102,720	(169,786)	-13%	
Community Development	94,213	71,558	(22,655)	-24%	909,053	926,384	17,331	2%	1,031,122	945,195	926,384	(18,811)	-2%	
Information Technology	117,896	112,316	(5,580)	-5%	1,189,996	1,204,262	14,265	1%	1,508,202	1,382,519	1,204,262	(178,257)	-13%	
Police	1,492,820	1,217,265	(275,555)	-18%	14,546,947	14,821,803	274,856	2%	16,809,037	15,408,284	14,821,803	(586,481)	-4%	
Public Works	445,914	253,092	(192,822)	-43%	3,286,844	3,004,600	(282,244)	-9%	3,991,715	3,659,072	3,004,600	(654,472)	-18%	
Municipal Building	45,501	29,154	(16,347)	-36%	625,695	355,970	(269,726)	-43%	474,059	434,554	355,970	(78,584)	-18%	
Municipal Garage	12,398	(5,115)	(17,513)	-141%	(60,287)	(20,819)	39,468	-65%	-	-	(20,819)	(20,819)	100%	
Transfers and Agreements	173,998	10,109	(163,890)	-94%	511,331	918,556	407,225	80%	566,700	566,700	918,556	351,856	62%	
Town Center	50	1,047	997	1994%	43,405	41,539	(1,865)	-4%	43,895	43,895	41,539	(2,356)	-5%	
Expenditure Totals	2,775,379	2,022,974	(752,405)	-27%	24,624,776	24,525,035	(99,741)	0%	28,475,000	26,166,133	24,525,035	(1,641,098)	-6%	
Net Increase / (Decrease)	(272,251)	278,664	550,914		720,949	2,208,800	1,487,851		-	(106,891)	2,208,800	2,315,691		

Village of Carol Stream
Water and Sewer Fund Budget Summary
For the Month Ended March 31, 2020

	MONTH				YTD				BUDGET				
	Last Year Mar	Current Year Mar	Monthly Variance		Last Year YTD	Current Year YTD	YTD Variance		Annual Budget	YTD Budget	YTD Actual	Variance	
			\$	%			\$	%				\$	%
REVENUES													
Water Billings	\$ 592,845	\$ 634,444	41,599	7%	\$ 7,743,381	\$ 7,917,076	173,694	2%	\$ 8,816,000	\$ 8,120,702	\$ 7,917,076	(203,626)	-3%
Sewer Billings	281,171	292,955	11,784	4%	3,417,101	3,670,154	253,053	7%	4,053,000	3,733,349	3,670,154	(63,195)	-2%
Penalties/Admin Fees	16,628	2,647	(13,981)	-84%	157,012	169,415	12,403	8%	176,000	161,333	169,415	8,082	5%
Connection/Expansion Fees	2,603	2,068	(535)	-21%	24,869	45,779	20,911	84%	28,000	25,667	45,779	20,113	78%
Interest Income	34,065	27,440	(6,625)	-19%	207,283	380,414	173,131	84%	225,000	206,250	380,414	174,164	84%
Rental Income	12,635	15,590	2,955	23%	132,485	141,037	8,553	6%	152,000	139,333	141,037	1,704	1%
All Other / Miscellaneous	5,189	714	(4,475)	-86%	101,861	312,026	210,165	206%	110,000	105,500	312,026	206,526	196%
Revenue Totals	945,136	975,858	30,723	3%	11,783,993	12,635,902	851,909	7%	13,560,000	12,492,134	12,635,902	143,768	1%
EXPENDITURES													
Salaries & Benefits	176,046	143,655	(32,391)	-18%	1,453,471	1,648,229	194,758	13%	1,670,102	1,530,925	1,648,229	117,304	8%
Purchase of Water	443,716	442,956	(760)	0%	6,108,238	5,232,035	(876,203)	-14%	6,024,000	5,558,749	5,232,035	(326,714)	-6%
WRC Operating Contract	176,854	146,962	(29,891)	-17%	1,779,672	1,705,834	(73,838)	-4%	1,894,000	1,736,167	1,705,834	(30,333)	-2%
Maintenance & Operating	209,385	295,678	86,293	41%	2,001,366	2,044,317	42,950	2%	2,594,612	2,378,394	2,044,317	(334,078)	-14%
IEPA Loan P&I	214,325	214,325	-	0%	428,650	428,650	-	0%	428,650	428,650	428,650	0	0%
DWC Loan P&I	-	-	-	0%	56,891	55,910	(981)	-2%	55,910	55,910	55,910	(0)	0%
Capital Outlay	-	78,444	78,444	100%	178,051	258,851	80,800	45%	3,503,000	3,503,000	258,851	(3,244,149)	-93%
Expenditure Totals	1,220,325	1,322,020	101,695	8%	12,006,340	11,373,826	(632,514)	-5%	16,170,274	15,191,795	11,373,826	(3,817,969)	-25%
Net Increase / (Decrease)	(275,189)	(346,162)	(70,973)		(222,347)	1,262,076	1,484,423		(2,610,274)	(2,699,661)	1,262,076	3,961,736	

Village of Carol Stream
Capital Budget Summary
For the Month Ended March 31, 2020

	MONTH				YTD				BUDGET*		
	Last Year Mar	Current Year Mar	Monthly Variance \$ %		Last Year YTD	Current Year YTD	YTD Variance \$ %		Annual Budget	YTD Actual	% of Total
CAPITAL PROJECTS FUND											
REVENUES											
Local Motor Fuel Tax	\$ 69,676	\$ 64,577	\$ (5,099)	-7%	\$ 663,118	\$ 793,115	\$ 129,997	20%	\$ 950,000	\$ 793,115	83%
Capital Grants	-	-	-	0%	16,072	-	(16,072)	-100%	503,000	-	0%
Interest Income	14,322	6,821	(7,501)	-52%	195,907	209,402	13,494	7%	180,000	209,402	116%
All Other / Miscellaneous	-	-	-	0%	136,888	80,813	(56,075)	-41%	320,000	80,813	25%
Revenue Totals	83,998	71,398	(12,600)	-15%	1,011,985	1,083,330	71,345	7%	1,953,000	1,083,330	55%
EXPENDITURES											
Roadway Improvements	4,779	(19,741)	(24,520)	-513%	2,385,511	994,073	(1,391,438)	-58%	2,400,000	994,073	41%
Facility Improvements	10,311	3,300	(7,011)	-68%	6,522,634	254,250	(6,268,384)	-96%	150,000	254,250	169%
Stormwater Improvements	-	21,053	21,053	100%	136,636	224,237	87,601	64%	904,000	224,237	25%
Miscellaneous	-	258	258	100%	546	6,559	6,013	1101%	1,000	6,559	656%
Expenditure Totals	15,090	4,870	(10,220)	-68%	9,045,327	1,479,118	(7,566,209)	-84%	3,455,000	1,479,118	43%
Net Increase / (Decrease)	68,909	66,528	(2,380)	-3%	(8,033,342)	(395,789)	7,637,553	-95%	(1,502,000)	(395,789)	26%

MFT FUND											
REVENUES											
Motor Fuel Tax Allotments	\$ 78,359	\$ 122,195	43,836	56%	\$ 936,123	\$ 1,309,023	372,900	40%	\$ 1,010,000	\$ 1,309,023	130%
Interest Income	2,851	3,536	685	24%	30,727	73,695	42,968	140%	50,000	73,695	147%
Revenue Totals	81,210	125,731	44,521	55%	966,850	1,382,718	415,868	43%	1,060,000	\$ 1,382,718	130%
EXPENDITURES											
Street Resurfacing - Capital	-	-	-	0%	-	1,889,420	1,889,420	100%	2,200,000	1,889,420	0%
Crack Filling	-	-	-	0%	93,450	75,658	(17,792)	-19%	123,000	75,658	62%
Expenditure Totals	-	-	-	0%	93,450	1,965,078	1,871,628	100%	2,323,000	1,965,078	85%
Net Increase / (Decrease)	81,210	125,731	44,521	55%	873,400	(582,360)	(1,455,760)	-167%	(1,263,000)	(582,360)	46%

* 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 March 31, 2020

NORTH/SCHMALE TIF	MONTH				YTD				BUDGET				
	Last Year	Current Year	Monthly Variance		Last Year	Current Year	YTD Variance		Annual	YTD	YTD	Variance	
	Mar	Mar	\$	%	YTD	YTD	\$	%	Budget	Budget	Actual	\$	%
REVENUES													
TIF Property Taxes	\$ -	\$ -	\$ -	0%	\$ 316,903	\$ 349,372	\$ 32,469	10%	\$ 326,000	\$ 326,000	\$ 349,372	\$ 23,372	7%
Sales Taxes	35,343	10,109	(25,234)	-71%	99,109	112,384	13,275	13%	95,700	95,700	112,384	16,684	17%
Interest Income	693	476	(217)	-31%	5,563	7,066	1,503	27%	6,600	6,063	7,066	1,003	17%
Village Contribution	-	-	-	0%	17,136	19,241	2,106	12%	18,200	18,200	19,241	1,041	6%
Revenue Totals	36,035	10,584	(25,451)	-71%	438,711	488,063	49,353	11%	446,500	445,963	488,063	42,100	9%
EXPENDITURES													
Legal Fees	-	387	387	100%	2,634	1,462	(1,172)	-44%	3,000	2,750	1,462	(1,288)	-47%
Other Expenses	-	-	-	0%	215,748	230,493	14,745	7%	215,000	215,000	230,493	15,493	7%
Expenditure Totals	-	387	387	100%	218,382	231,955	13,573	6%	218,000	217,750	231,955	14,205	7%
Net Increase / (Decrease)	36,035	10,197	(25,838)		220,329	256,109	35,780		228,500	228,213	256,109	27,896	

Village of Carol Stream
State and Federal Asset Seizure Fund Summary
For the Month Ended March 31, 2020

	MONTH				YTD				BUDGET*		
	Last Year Feb	Current Year Feb	Monthly Variance \$ %		Last Year YTD	Current Year YTD	YTD Variance \$ %		Annual Budget	YTD Actual	% of Total
State Asset Seizure Fund											
REVENUES											
Transfer from General Fund		\$ -	\$ -	0%		\$ 231,707	\$ 231,707	100%		\$ 231,707	100%
State Drug Seizure		16,347	16,347	100%		16,347	16,347	100%		16,347	0%
State Money Laundering		27,849	27,849	100%		27,849	27,849	100%		27,849	0%
State Vehicle Seizure		2,788	2,788	100%		2,788	2,788	100%		2,788	0%
Revenue Totals		46,983	46,983	100%		278,690	278,690	100%		278,690	100%
EXPENDITURES											
State Drug Seizure		-	-	0%		5,817	5,817	100%		5,817	100%
State Money Laundering		-	-	0%		-	-	0%		-	0%
State Vehicle Seizure		-	-	0%		-	-	0%		-	0%
Expenditure Totals		-	-	0%		5,817	5,817	100%		5,817	100%
Net Increase / (Decrease)		46,983	46,983	100%		272,873	272,873	100%		272,873	100%
Federal Asset Seizure Fund											
REVENUES											
Transfer from General Fund		\$ -	\$ -	0%		\$ 21,104	21,104	100%		\$ 21,104	100%
Federal DOJ Seizure		-	-	0%		143,412	143,412	100%		143,412	100%
Federal Treasury Seizure		-	-	0%		7,044	7,044	100%		7,044	100%
Revenue Totals		-	-	0%		171,559	171,559	100%		\$ 171,559	100%
EXPENDITURES											
Federal DOJ		-	-	0%		4,349	4,349	100%		4,349	100%
Federal Treasury		-	-	0%		-	-	0%		-	0%
Expenditure Totals		-	-	0%		4,349	4,349	100%		4,349	100%
Net Increase / (Decrease)		-	-	0%		167,211	167,211	100%		167,211	100%

* Due to the uncertainty of timing of revenues and expenditures, no YTD budget estimates are shown.

Village of Carol Stream
Police Pension Fund Budget Summary
 For the Month Ended March 31, 2020

POLICE PENSION FUND	MONTH				YTD				BUDGET				
	Last Year	Current Year	Monthly Variance		Last Year	Current Year	YTD Variance		Annual	YTD	YTD	Variance	
	Mar	Mar	\$	%	YTD	YTD	\$	%	Budget	Budget	Actual	\$	%
REVENUES													
Investment Income	\$ 737,637	\$ (1,730,173)	\$ (2,467,810)	-335%	\$ 1,692,282	\$ 2,958,036	\$ 1,265,754	75%	\$ 3,360,000	\$ 3,080,000	\$ 2,958,036	\$ (121,964)	-4%
Employee Contributions	74,569	47,209	(27,360)	-37%	592,389	618,518	26,130	4%	680,000	623,326	618,518	(4,808)	-1%
Village Contribution	202,915	218,792	15,877	8%	2,232,065	2,406,712	174,647	8%	2,625,502	2,406,712	2,406,712	-	0%
Other Revenues	-	50	50	100%	-	276	276	100%	-	-	276	276	100%
Revenue Totals	1,015,121	(1,464,122)	(2,479,243)	-244%	4,516,736	5,983,542	1,466,807	32%	6,665,502	6,110,038	5,983,542	(126,496)	-2%
EXPENDITURES													
Investment and Admin Fees	7,527	2,654	(4,873)	-65%	135,687	113,386	(22,301)	-16%	171,500	157,208	113,386	(43,822)	-28%
Participant Benefit Payments	254,714	288,160	33,447	13%	2,706,064	3,038,350	332,286	12%	3,501,000	2,987,000	3,038,350	51,350	2%
Expenditure Totals	262,240	290,814	28,574	11%	2,841,752	3,151,736	309,985	11%	3,672,500	3,144,208	3,151,736	7,528	0%
Net Increase / (Decrease)	752,880	(1,754,936)	(2,507,817)		1,674,984	2,831,806	1,156,822		2,993,002	2,965,830	2,831,806	(134,023)	

Village of Carol Stream
Schedule of Cash and Investment Balances
 March 31, 2020

FUND	CASH	LGIPs*	Investments	TOTAL CASH & INVESTMENTS	LAST YEAR 2/28/2019
GENERAL FUND	\$ 2,663,290.80	\$ 9,196,492.43	\$ -	\$ 11,859,783.23	\$ 10,473,004.29
WATER & SEWER FUND	373,897.66	13,247,783.46	-	13,621,681.12	12,209,103.10
CAPITAL PROJECTS FUND	166,472.59	6,495,236.35	-	6,661,708.94	7,294,921.33
MFT FUND	-	3,444,853.61	-	3,444,853.61	3,864,977.05
NORTH/SCHMALE TIF FUND	313,421.32	463,012.30	-	776,433.62	531,585.86
POLICE PENSION FUND	186,990.71	143,548.43	52,543,818.20	52,874,357.34	48,315,761.70
STATE ASSET SEIZURE FUND	272,873.41	-	-	272,873.41	-
FEDERAL ASSET SEIZURE FUND	167,210.53	-	-	167,210.53	-
TOTAL	<u>\$ 4,144,157.02</u>	<u>\$ 32,990,926.58</u>	<u>\$ 52,543,818.20</u>	<u>\$ 89,678,901.80</u>	<u>\$ 82,689,353.33</u>

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