

Village of Carol Stream

BOARD MEETING

AGENDA

April 6, 2015

7:30 PM

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

A. ROLL CALL AND PLEDGE OF ALLEGIANCE:

B. MINUTES:

1. Approval of Minutes of the March 16, 2015 Special Meeting of the Village Board.
2. Approval of Minutes of the March 16, 2015 Village Board Meeting.

C. LISTENING POST:

1. Swearing in of John Jungers as Deputy Police Chief.
2. Low Salt Community Award. *Tara Neff, Water Resources Assistant from The Conservation Foundation will present the Low Salt Community Award for outstanding leadership in keeping our local rivers clean and healthy.*
3. Year of the Volunteer Spotlight: Luanne Newman, Community Food Drive.
4. Proclamation Declaring April 12th-18th Public Safety Telecommunications Week.
5. Proclamation Supporting The Conservation Foundation's Conservation in our Community Program and the 2015 Tree Replacement Program.
6. Addresses from Audience (3 Minutes).

D. PUBLIC HEARINGS:

E. SELECTION OF CONSENT AGENDA:

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

F. BOARD AND COMMISSION REPORTS:

G. OLD BUSINESS:

H. STAFF REPORTS AND RECOMMENDATIONS:

1. Motion to Award a Contract with Michelle Moore, Ltd. from May 1, 2015 thru April 30, 2018 for DUI and Local Traffic Prosecution for an amount not to exceed \$106,600.00. *Staff recommends approval of a contract with Michelle Moore, Ltd. for DUI and Local Traffic Prosecution for a 52 week period for 3 years.*
2. Motion to Waive Competitive Bidding and Approve the Purchase of Large Water Meters from HD Supply in the amount of \$43,689.00. *Staff recommends waiving competitive bidding and approve the purchase of large water meters from HD Supply.*

3. Motion to Approve Amendment No. 4 to the Agreement for Operations, Maintenance and Management Services of the Water Reclamation Center. *Staff recommends approving Amendment No. 4 with CH2Mhill/OMI regarding an Agreement for Operations, Maintenance and Management Services of the Water Reclamation Center.*
4. Award of Contract for FY15-16 GIS Consultant Services. *Staff recommends approval of the FY15-16 GIS Consortium Service Provider Contract to Municipal GIS Partners, Inc. (MGP) for \$135,974.*
5. Agreements for Professional Services - B&F Construction Code Services, Inc. *Staff recommends approval of the Agreements with B&F Construction Code Services for permit plan reviews, plumbing inspections, commercial/industrial inspections and general code consulting services.*
6. Employee Leasing Agreement with GovTempsUSA for Property Maintenance Inspector. *Staff recommends approval of an Agreement with GovTempsUSA for Property Maintenance Inspector in the amount of \$28.84 per hour.*
7. Motion to Purchase 350 Trees at an amount not to exceed \$59,500.00 from St. Aubin Nursery for Spring Tree Planting. *Staff recommends approval of motion to purchase 350 trees from St. Aubin Nursery.*
8. Motion to Award a Contract to 1-800 Tree Guy in an amount not to exceed \$48,750 for tree removal services for the period May 1, 2015, through April 30, 2016. *Staff recommends approval of a contract with 1-800 Tree Guy for tree removal services.*
9. Award of Contract FY15-16 Northern Illinois University GIS Services. *Staff recommends award of the FY15-16 GIS Services contract to Northern Illinois University for \$26,452.*
10. Motion to Approve the Purchase of a Ford F550 from Currie Motors via the Suburban Purchasing Cooperative Contract #146 in the amount of \$41,217.00. *Staff recommends purchase of a Ford F550 from Currie Motors in an amount not to exceed \$41,217.00.*
11. Motion to Waive Competitive Bidding and Approve the Purchase of Display Equipment for the Emergency Operations Center in the amount of \$39,242.19. *Staff recommends waiving competitive bidding and purchasing the display equipment from MNJ Technologies in an amount not to exceed \$39,242.19.*
12. Motion to Approve the Purchase of a Peterbilt Model 348 from JX Peterbilt through a City of Wheaton contract in the amount of \$177,446.38. *Staff recommends approval to purchase a Peterbilt Model 348 from JX Peterbilt.*
13. Motion to Award a Contract for Truck Rehabilitation Services to Henderson Truck Equipment under NJPA contract number 080114-HPI in the amount of \$56,150.00. *Staff recommends approval of awarding a contract to Henderson Truck Equipment for truck rehabilitation on large dump truck #71.*
14. Motion to Waive Competitive Bidding and Award a Contract to Henderson Truck Equipment of Illinois for the outfitting of a Ford F-550 in the amount of \$50,250.00. *Staff recommends approval of waiving competitive bidding and awarding a contract to Henderson Truck Equipment for an amount not to exceed \$50,250.00.*
15. Motion rejecting all bids, Waiving the Competitive Bidding Process and Awarding a Contract to Brancato Landscaping, Inc., in the amount of \$37,500 for tree planting services in FY16. *Staff recommends approval to reject all*

bids, waive competitive bidding process and award a contract to Brancato Landscaping, Inc. for tree planting services.

I. ORDINANCES:

J. RESOLUTIONS:

1. Resolution No. _____, Declaring Surplus Property owned by the Village of Carol Stream, Public Works Department. *Staff recommends declaring John Deere Gator #593 as surplus for a trade in value at \$1,250.00.*
2. Resolution No. _____ Authorizing the Execution of an Agreement for Regulation of Parking of Motor Vehicles and Traffic at the Klein Creek Condominium Association. *Staff recommends approval of the Traffic Agreement for the Klein Creek Condominium Association.*
3. Resolution No. _____, Declaring Surplus Property owned by the Village of Carol Stream, Police Department. *Staff recommends declaring six vehicles located within the Police Department as surplus for sale at the Insurance Auto Auction.*

K. NEW BUSINESS:

1. Raffle License Application-Illinois Chapter of Operation Support Our Troops America and Amplification Permit-4 day Summer Carnival and 10-date Summer Concert Series. *Staff recommends Raffle License approval and waiver of fee and manager bond requirement for the Illinois Chapter of the Operation Support Our Troops America and approval of the Amplification Permit and fee waiver for the 14-date summer event season.*

L. PAYMENT OF BILLS:

1. Regular Bills: March 15, 2015 through April 5, 2015.
2. Addendum Warrants: March 16, 2015 through April 5, 2015.

M. REPORT OF OFFICERS:

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

N. EXECUTIVE SESSION:

1. Acquisition of Real Property.

O. ADJOURNMENT:

LAST ORDINANCE 2015-03-03 LAST RESOLUTION 2783
NEXT ORDINANCE 2015-04-04 NEXT RESOLUTION 2784

Village of Carol Stream
Special Meeting of the Village Board
General Fund Impact of Proposed State Revenue Cuts

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

March 16, 2015
6:00 p.m. – 7:23 p.m.

Meeting Notes

ATTENDANCE:

Mayor Pro Tem Matt McCarthy
Trustee Greg Schwarze
Trustee Mary Frusolone
Trustee Rick Gieser
Trustee John LaRocca
Village Clerk Beth Melody

Joseph E. Breinig, Village Manager
Bob Mellor, Assistant Village Manager
Chris Oakley, Asst. to the Village Manager
John Batek, Finance Director
Jim Knudsen, Director of Engineering
Bob Glees, Dir. of Community Dev.
Ed Sailer, Acting Police Chief
Caryl Rebholz, Emp. Relations Dir.
Phil Modaff, Director of Public Works
Don Bastian, Asst. Comm. Dev. Dir.
Tom Miller, Police Commander
John Jungers, Police Commander

The meeting was called to order at 6:00 p.m. by Mayor Pro Tem Matt McCarthy and the roll call read by Village Clerk Melody. The result of the roll call vote was as follows:

Present: Mayor Pro Tem Matt McCarthy, Trustees LaRocca, Gieser, Frusolone and Schwarze

Absent: Mayor Frank Saverino, Sr. and Trustee Weiss

General Fund Impact of Proposed State Revenue Cuts

Finance Director Batek presented staff proposals for General Corporate Fund expenditures reductions in light of proposed State revenue cuts to local government

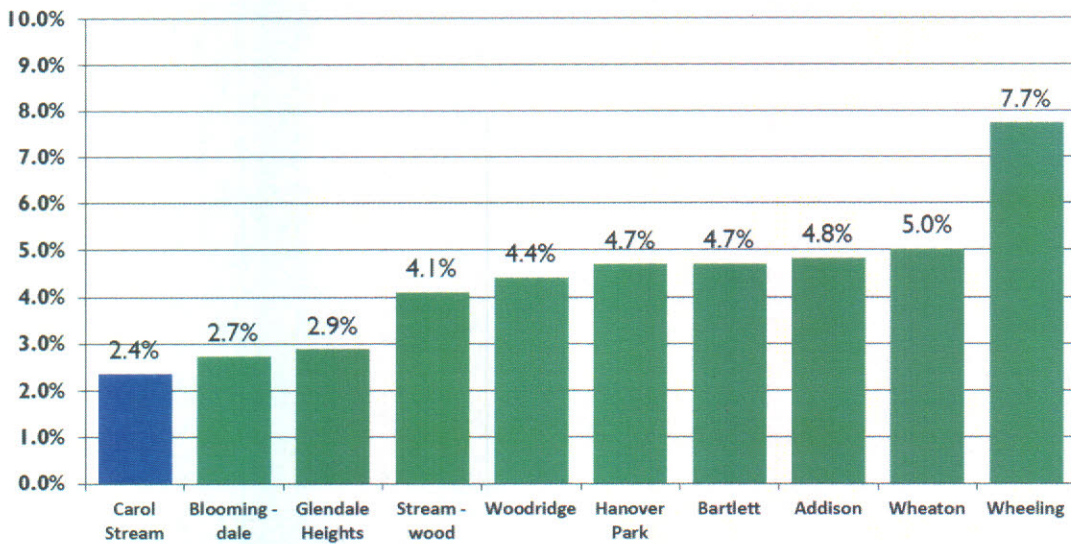
The proposed FY 15/16 General Fund Impact of Proposed State Revenue Cuts consisted of the following:

Proposed FY15/16 Budget Agenda

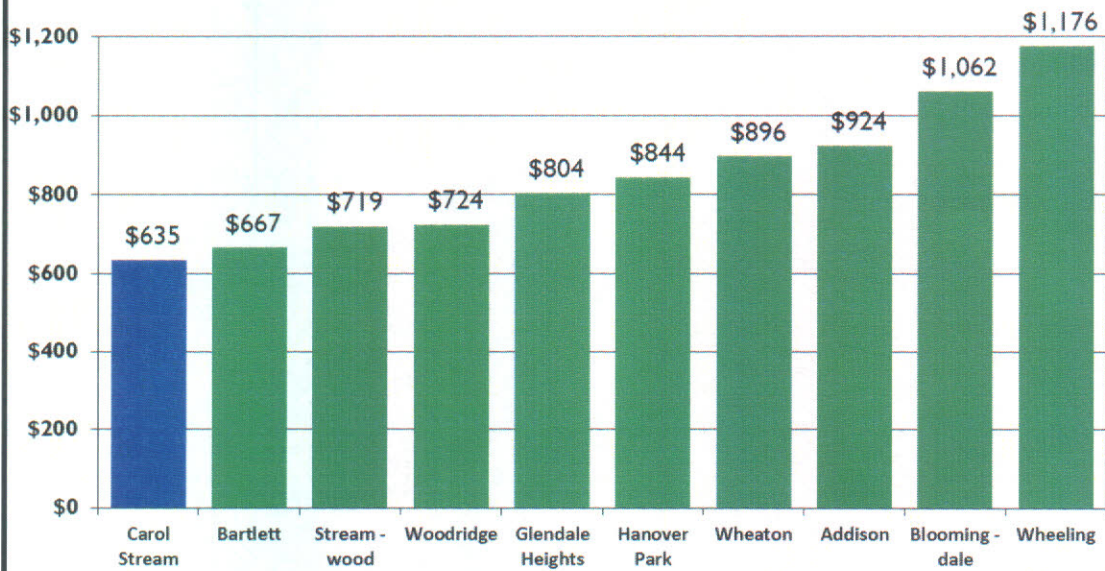
- Revisit General Fund Budget
 - Impact of Proposed State Revenue Reductions
 - Proposed Budget Cuts if Revenues Lost
 - Discussion of Additional Revenues

- TIF Funds
 - Geneva Crossing TIF
 - North / Schmale TIF
- Police Pension Fund
- February 18 Governor's Budget Address
 - Proposal to Cut Local Government Distributive Fund (LGDF) by 50% (per capita Income Tax Allocation – since 1969).
 - Cities and Villages (among others) to pay for the State's financial mismanagement.
 - Legislative Leaders predict overtime session on new State Budget.
 - It may be awhile before we know the level of pain we will be expected to shoulder.
- What is the impact to Carol Stream?
- Proposed LGDF cuts will create a \$1.9 million hole in our General Fund Budget.
 - Equivalent to a 7.5% reduction in total revenues.
 - Erases all revenue recovery/growth sustained over the past 2+ years.
 - Department Heads tasked with identifying cuts needed to balance the budget under the current proposed scenario.
 - Can we afford additional cuts? Are these sustainable?
- Carol Stream has a history of responsible fiscal management and operates a lean organization.
 - No Property Tax
 - No General Obligation Debt
 - 2010 and 2013 Financial Profile and Peer Study
 - Lowest 10 year avg. revenue growth.
 - Lowest FY13 revenues generated per capita.
 - 3rd lowest of 10 in total spending per capita.
 - 3rd lowest of 10 in employees per capita.
 - Staffing remains 11.5% (20 positions) below prior to entering the Great Recession.

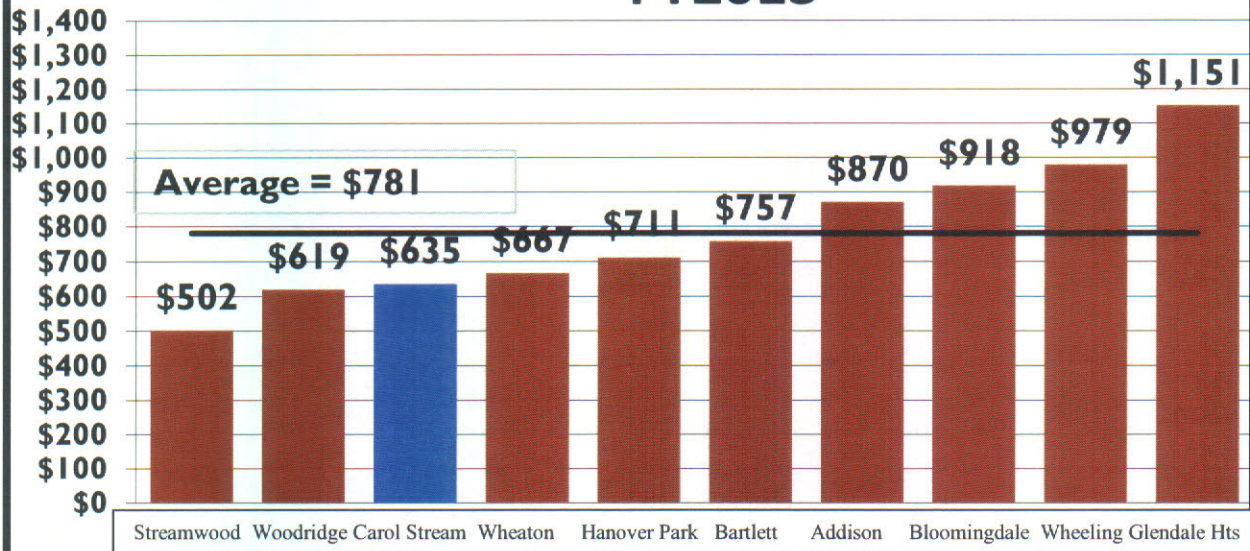
Average Annual Revenue Growth FY2004 to FY2013



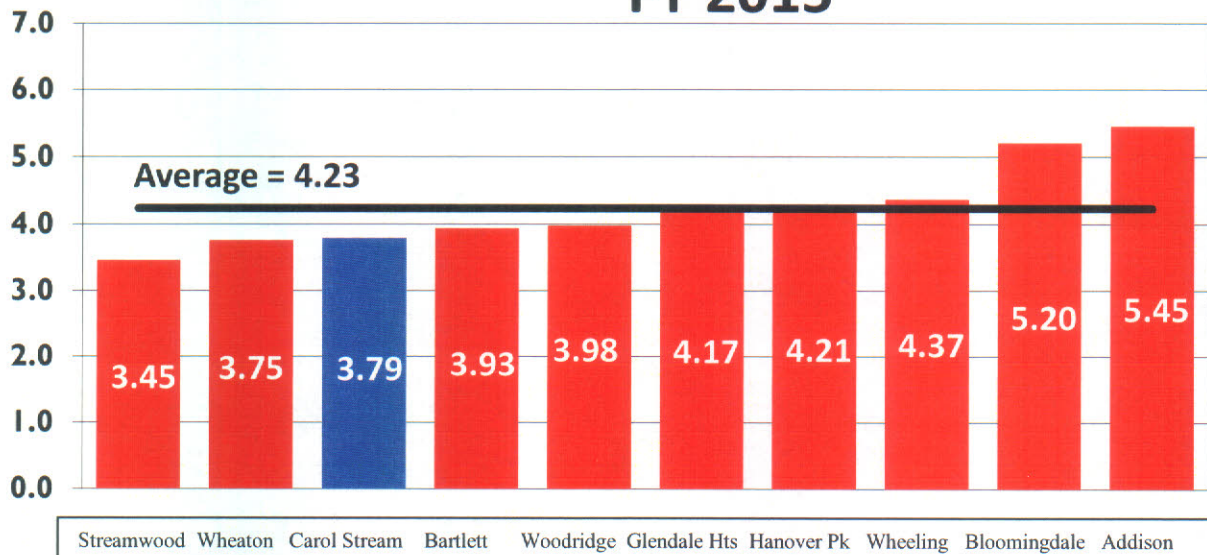
Governmental Fund Revenues per Capita FY 2013



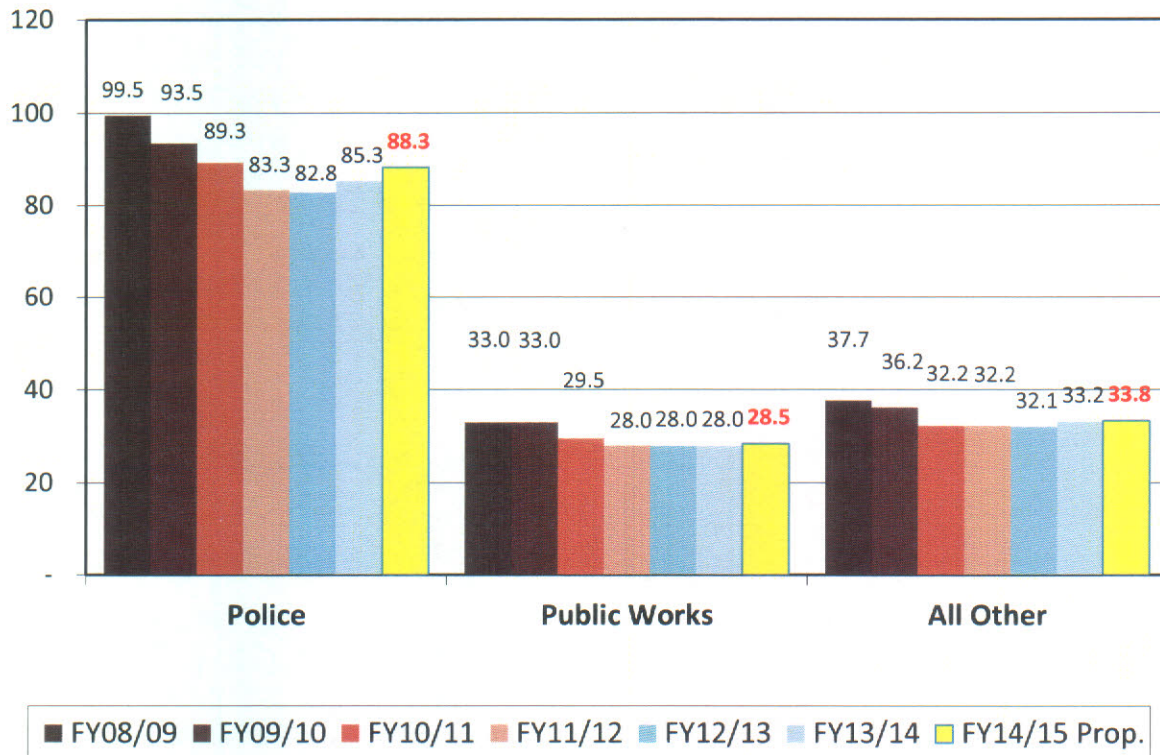
Total Expenditures per Capita FY2013



Total Employees per 1,000 Residents FY 2015



Village of Carol Stream
Proposed Regular Employee Staffing by Department
Fiscal Year 14/15 Beginning May 1, 2014



	FY08/09	FY09/10	FY10/11	FY11/12	FY12/13	FY13/14	FY14/15
Totals	170.20	162.70	150.95	143.50	142.88	146.45	150.60
% Change		-4.4%	-7.2%	-4.9%	-0.4%	2.5%	2.8%
5 Yr. Change							-11.5%

Proposed FY15/16 General Fund Budget

- How have we been able to achieve this?
 - Adherence to fundamental financial policies:
 - Do not spend more than you take in.
 - Deal with problems as they occur, do not defer!
 - Do not budget revenues you cannot reasonably expect to receive.
 - No new programs/services without the ability to pay for them.
 - Maintain adequate reserves to buffer against economic downturns. Use reserves for one-time or capital expenses, not to supplement operations.

- Proposed plan of action for FY15/16 General Fund Budget:
 1. Approve the budget originally presented to the Village Board on February 17, 2015.
 2. Within the Budget letter of transmittal, include action plan with respect to specific budget cuts that would be made if 50% of LGDF is taken.
 3. Until Springfield acts, items on the list would be effectively frozen.
 4. Reevaluate based on Springfield actions.

What would Carol Stream's Budget look like if \$1.9 million in revenues were taken away?

What will not happen if we lose \$1.9 million in revenues?

No scheduled transfer to our Road Fund (CPF)	\$ 855,000
<u>Staffing - No new positions, hold others</u>	
Police Officer - New	80,412
PW Asst. Superintendent of Operations – New	69,959
PW Mechanic (PT) – New	14,090
Information Systems Tech (PT) – New	28,408
CST - RCFL Investigator - Cancelled	70,066
CST - Recent Vacancy	60,888
Engineering Seasonal (PT) - Will not hire	8,397
<u>Legislative Board</u>	
DuPage Senior Citizens Council	\$ 8,400
<u>Municipal Building</u>	
Village Hall Updates (carpet, flooring, paint, etc.)	375,000
Farmhouse Maintenance (siding, windows, etc.)	40,000
<u>Information Systems</u>	
Security Camera Upgrades at VH and PWC	\$ 35,000
On-Line Forms Development System	9,900

Paperless Agenda Management System	9,000
Copier Replacement - Employee Relations	8,000
Copier Replacement - Engineering	8,000
<u>Employee Relations</u>	
Leadership and Executive Staff Development	\$ 15,000
Health Plan Consultant Review	10,000
Recruitment	2,500
Meetings	410
Supervisory Development Books	200
<u>Engineering</u>	
Engineering Asset and Operations Management	170,960
DuPage River Salt Creek Work Group (projects)	36,000
<u>Finance</u>	
Accounts Receivable Software Upgrade	\$ 10,000
High Volume Shredder / Office Chair Repl.	6,000
CAFR Certificate of Achievement Award	435
Budget Covers & Supplies (on-line only)	300
Government Finance Officers Assoc. Dues	250
<u>Community Development</u>	
Permit Software System	\$ 99,020
Branding / Marketing Consultant	25,000

Digitizing of Microfilm	20,000
Reduce Contract Property Maintenance by 50%	15,000
Inspection Support for Crime-Free Housing	5,000
Promotional Materials	3,000
Overhead Sewer Program	2,500

Public Works

PWC Door Security	\$ 20,000
Reduce Garage Tool/Equip. Area Reconfig.	16,800
Mulch on North Avenue	16,000
Recoat Garage Floor	12,000
Light Tower Replacement	12,000
Floor Cleaner (purchase used)	8,000
Tool Boxes / Generator Shelf	5,000

Public Works (cont'd)

Smart Board	\$ 4,000
Contract Hauling	2,500
Equipment Rental (Signs / M&R)	2,200
Telephone Downgrade	530

Training - All Departments

Prohibition on Out-of-State Travel	
45% Reduction in Budgeted Training	85,164

- Sum Total of All Proposed Cuts = \$1,431,289
- Less than \$1.9 million revenue loss because there was a surplus planned in originally proposed draft General Fund budget, which would normally be transferred to the Capital Improvements Fund for road projects.
- What are the General Impacts of Proposed Cuts?
 - Reduces staffing from an already lean organization.
 - Most all of Village Board's Strategic Goals related to Infrastructure, Technology and Branding/Marketing are eliminated or significantly impaired.
 - Difficult to see if/when these may return absent new revenues.
 - Future of Capital Funding for Road Program is uncertain/jeopardized (General Fund Surpluses are essential to proper road funding).
 - Reduces the budget from being planful and forward looking to one which is reactive and defers maintenance.
 - What happens if Illinois Governor/Legislature want more next year?
 - Unforeseen economic challenges?
- What Items are Being Maintained in the Budget?
 - Needed vehicle/fleet replacements will be made.
 - GIS Initiative remains largely intact (MPG Consortium membership / NIU Intern at current levels.
 - Tree Maintenance on schedule.
 - Snow Plowing / Equipment maintenance and replacement.
 - Continued commitment to Crime Free Housing program.
 - Safety Related Maintenance Items – North Garage Floor / Pond Aerators.
 - Town Center Events / 4th of July.
 - Computer Network Maintenance / Upgrades.
 - Modest Employee Recognition Program.
 - Economic Development / Annexation Incentives.

Trustee Frusolone asked if the Village will fill vacancies of retiring employees and Police Officers.

Village Manager Breinig stated we are in recession mode again and all open positions will be evaluated on their merits. Unfortunately the Village is already lean and we likely will not be able to reduce our head count.

- Should the Village Consider Increasing Revenues?
 - Recommend no action to consider increase in revenues until Springfield acts on proposed cuts.
 - Likely Opportunities to Expand / Increase Revenues.
 - Gasoline Tax
 - Food & Beverage Tax
 - Vehicle Sticker Increase
 - Home Rule Sales Tax Increase-consideration of this increase would be offset by business decisions not to move to Carol Stream because of an unfavorable tax rate.
 - Property Tax

Village Manager Breinig stated staff would like to talk about these revenue options in the coming months to balance the loss in State shared revenues.

TIF FUNDS

Geneva Crossing TIF North Ave / Schmale Road TIF

TIF2 – Geneva Crossing Shopping Center

- During the current FY14/15, we applied \$1.15M of available cash reserves to call (pay early) the last three (3) years of bonds retiring in 2019, 2020 and 2021, saving the TIF more than \$306,000 in future interest costs.
- Projected cash balances by April 30, 2015 = \$1.09M, not enough to retire the remaining bonds, but close.
- Remaining debt until 12/30/18, four (4) years to go!
- Will look at possible additional early pre-payments during FY15/16, if feasible.
- Tax protests continue; The Village will become more active in challenging these.

TIF3 – North Ave./Schmale Rd. TIF

- During the current FY14/15, first sales taxes received from Caputo's contributed to the TIF.
- No property tax increment generated in FY14/15 on Caputo's parcel. No property tax increment expected in FY15/16 either.
- Scheduled semi-annual payments to developer under incentive note will commence beginning June 30, 2015 and December 31, 2015.
- It is doubtful there will be sufficient property tax and sales tax increment on hand in the TIF to pay any principal component on the first note installment (partial interest only).

PENSION TRUST FUND

Police Pension Fund

- Funding comes from three (3) sources:
 - Officer Contributions (9.91% of Base Pay)
 - Interest Earned on Investment Portfolio
 - Actuarial Contribution Made by the Village
- Eclipsed \$40 million in net assets during FY14/15.
- Current year cross-over; Benefits paid out now exceed Village Annual contribution.
- 69.9% funded as of April 30, 2014, still above average.
- Village contribution increases by 3.3% in FY15/16 over FY14/15.

There being no further business, Trustee Schwarze moved and Trustee Frusolone made the second to adjourn the Special Board meeting. The meeting was adjourned unanimously at 7:23 p.m.

FOR THE BOARD OF TRUSTEES

Matt McCarthy, Mayor Pro Tem

ATTEST:

Beth Melody, Village Clerk

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

March 16, 2015

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

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

Absent: Mayor Frank Saverino, Sr. and Don Weiss

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

*All persons physically present at meeting unless noted otherwise

Mayor Pro Tem Matt McCarthy led those in attendance in the pledge of allegiance.

MINUTES:

Trustee Frusolone moved and Trustee LaRocca made the second to approve the Minutes of the March 2, 2015 Village Board Meeting. The results of the roll call vote were as follows:

Ayes: 3 Trustees LaRocca, Gieser and Frusolone

Abstain: 2 Trustees Schwarze and McCarthy

Absent: 1 Trustee Weiss

The motion passed.

Trustee Frusolone moved and Trustee Gieser made the second to approve but not release the Minutes of the March 2, 2015 Executive Session Meeting of Village Board. The results of the roll call vote were as follows:

Ayes: 3 Trustees LaRocca, Gieser and Frusolone

Abstain: 2 Trustees Schwarze and McCarthy

Absent: 1 Trustee Weiss

The motion passed.

LISTENING POST:

1. Certificate of Appreciation from the Carol Stream Police Department regarding February 8, 2015 incident. *Award presented to Greg Kaiser by Commander Jeff Degnan. Honorable mention awards presented to Officers Charters Roe, Andrew Zakerski, Jose Lopez, Darren Boshart, Matthew Keally, Natalia Wajdowicz and Camillo Incrocci.*
2. Year of the volunteer Spotlight: Sandy Gbur Rotary President and Executive Director of WDSRA. *Sandy Gbur and Bob McNees provided an update and described the purpose of Rotary and mission to eradicate polio. Fundraisers include the chili open golf tournament, shopping cart brigade at July 4th parade, beverage service at Thursday night concerts and food drives.*
3. Proclamation Designating March 15th –March 21st Flood Safety Awareness Week. *Proclamation read by Trustee Frusolone.*
4. Proclamation Celebrating Earth Hour 2015. *Proclamation read by Trustee LaRocca.*
5. Address from Audience (3 Minutes) *None.*

PUBLIC HEARINGS:

CONSENT AGENDA:

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

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

Nays: 0

Absent: 1 Trustee Weiss

The motion passed.

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

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

Nays: 0

Absent: 1 Trustee Weiss

The motion passed.

1. Motion to Waive Competitive Bidding and approve the purchase of iRecord Anywhere Video Recording System.
2. Motion to Award a Contract to Beary Landscape Management in the amount of \$110,778.00 for Landscape Maintenance Services for the period of May 1, 2015 through April 30, 2016.
3. Motion to Waive Competitive Bidding and approve the purchase of ITRON Equipment and Related Supplies from Midwest Meter in the amount of \$28,582.00.
4. Resolution No. 2780 Urging the Governor and General Assembly to Protect Full Funding of Local Government Distributive Fund Revenues.
5. Resolution No. 2781 Authorizing the execution of an IDOT Construction Engineering Services Agreement for Federal Participation with regard to Construction Services for Kuhn Road LAFO.
6. Resolution No. 2782 Declaring Surplus Property Owned by the Village of Carol Stream, Police Department.
7. Resolution No. 2783 Declaring Surplus Property owned by the Village of Carol Stream, Public Works Department.
8. Raffle License Application-Carol Stream Chamber of Commerce.
9. Payment of Regular & Addendum Warrant of Bills
10. Treasurer's Report: Revenue/Expenditure Statements and Balance Sheet for the month ended February 28, 2015.

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

Nays: 0

Absent: 1 Trustees Weiss

The motion passed.

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

Motion to Waive Competitive Bidding and approve the Purchase of iRecord Anywhere Video Recording System:

The Village Board approved to waive competitive bidding and approve the purchase of iRecord System from Word Systems and the four one-time licensing fees for \$26,370.00.

Motion to Award a Contract to Beary Landscape Management in the amount of \$110,778.00 for Landscape Maintenance Services for the Period of May 1, 2015 through April 30, 2016:

The Village Board approved a contract with Beary Landscape Management for landscape maintenance services in the amount of \$110,778.00.

Motion to Waive Competitive Bidding and Approve the purchase of ITRON Equipment and Related Supplies from Midwest Meter in the amount of \$28,582.00:

The Village Board approved waiving competitive bidding and the purchase of ITRON Equipment and Related Supplies from Midwest Meter in the amount of \$28,582.00.

Resolution No. 2780 Urging the Governor and General Assembly to Protect Full Funding of Local Government Distributive Fund Revenues:

The Village Board approved and supports Resolution 2780 Urging the Governor and General Assembly to Protect Full Funding of Local Government Distributive Fund Revenues.

Resolution No. 2781 Authorizing the execution of IDOT Construction Engineering Services Agreement for Federal Participation with regard to Construction Services for Kuhn Road LAFO:

The Village Board approved Phase III construction Management Consultant contract with TranSystems Corporation in the amount of \$35,928.43.

Resolution No. 2782 Declaring Surplus Property Owned by the Village of Carol Stream:

The Village Board approved declaring a 2009 Ford Crown Victoria as surplus vehicle for auction.

Resolution No. 2783 Declaring Surplus Property owned by the Village of Carol Stream:

The Village Board approved declaring two light bars, a bumper, and miscellaneous parts surplus for sale and/or disposal within the Public Works Department.

Raffle License Application-Carol Stream Chamber of Commerce:

The Village Board approved a raffle license and fee waiver for the Carol Stream Chamber of Commerce for their St. Patrick's Day reverse raffle.

Regular Bills and Addendum Warrant of Bills:

The Village Board approved payment of the Regular Bills dated March 16, 2015 in the amount of \$386,702.00. The Village Board approved the payment of the Addendum Warrant of Bills from March 3, 2015 thru March 16, 2015 in the amount of \$737,982.80.

Treasurer's Report for the Month Ended February 28, 2015:

The Village Board received the Treasurer's Report: Revenue/Expenditure Statements and Balance Sheet for the Month Ended February 28, 2015.

Report of Officers:

Trustee LaRocca thanked the Police Officers and Mr. Greg Kaiser for their efforts in the recent shooting incident. He also thanked Carol Stream Rotary for all they do in the community.

Trustee Gieser thanked the Police Officers and Greg Kaiser for their efforts in this recent incident. Thank you to all who attended the fundraiser at the Red Apple Pancake House. Also our next fundraiser for the Fourth of July Parade committee will be at Culvers on April 21st. Thank you to the residents who attended the Comprehensive Plan Visioning meeting. Last week Trustee Gieser attended a Senate Committee meeting regarding the loss of municipal state shared income tax which equals 1.9 million dollars. Village of Carol Stream's proposed budget is available for review on March 27th. The proposed budget is balanced.

Trustee Frusolone stated tonight the Village Board discussed at a special meeting a budget proposal with significant cuts in light of the State of Illinois' threat to cut State shared revenue to the Village of Carol Stream in the amount of 1.9 million dollars. Staff found a way to cut expenditures with significant impacts to achieve a balanced budget. Thank you staff for their efforts. Congratulations to the Police Department on the recent shooting incident.

Trustee Schwarze stated shopping in Carol Stream is more important now in light of proposed revenue reductions by the State to local government. Please shop

PROCLAMATION

Declaring April 12th – 18th Public Safety Telecommunications Week

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

WHEREAS, DU-COMM has been successfully serving the public safety communications needs of the Village and those of numerous other DuPage County communities since 1975; and

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

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

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

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

NOW, THEREFORE, BE IT PROCLAIMED THAT I, MAYOR FRANK SAVERINO SR. & THE BOARD OF TRUSTEES OF CAROL STREAM, DUPAGE COUNTY, ILLINOIS in the exercise of its home rule powers does hereby proclaim April 12th - 18th 2015 as

PUBLIC SAFETY TELECOMMUNICATORS WEEK

in the Village of Carol Stream and commend the tireless contributions and dedicated public service of our DU-COMM Telecommunicators.

PROCLAIMED THIS 6th DAY OF APRIL 2015

Frank Saverino Sr. - Mayor

Beth Melody, Village Clerk

PROCLAMATION

AGENDA ITEM
C-5 4-6-15

SUPPORTING THE CONSERVATION FOUNDATION'S CONSERVATION IN OUR COMMUNITY PROGRAM AND THE 2015 TREE REPLACEMENT PROGRAM

WHEREAS, the environment is an integral part of our community, and the Village of Carol Stream does hereby pledge to consider the effects to the environment on all decisions that are made while working with citizens and business owners to implement systems in the Village that will protect and improve our land and water resources where feasible; and

WHEREAS, The Conservation Foundation received a grant from the DuPage Community Foundation to implement the Conservation in Our Community Program and the Village has been selected as a community to participate due to their efforts to promote sustainable practices; and

WHEREAS, the purpose of the Conservation in Our Community program is to encourage residents and the Village to adopt environmentally friendly practices as they relate to rivers and land and promote public/private partnerships; and

WHEREAS, the Village has experienced the loss of a significant amount of urban forestry that has been severely damaged due to the Emerald Ash borer and the Village has also experienced significant flood damages over many years; and

WHEREAS, the Mayor and Board of Trustees of the Village of Carol Stream and The Conservation Foundation agree to work together to address these issues and implement programs to assist the residents of Carol Stream.

NOW, THEREFORE, BE IT PROCLAIMED THAT I, MAYOR FRANK SAVERINO SR. and the Village Board of Trustees, Village of Carol Stream, DuPage County, Illinois, in the exercise of its home rule powers does hereby

SUPPORT THE CONSERVATION FOUNDATION'S CONSERVATION IN OUR COMMUNITY PROGRAM AND THE 2015 TREE REPLACEMENT PROGRAM

and all residents of the Village of Carol Stream are encouraged to make a difference in the quality of water in the area, reduce stormwater runoff and are further urged to support and participate in the Tree Replacement Program for 2015.

PROCLAIMED THIS 6TH DAY OF APRIL, 2015

Frank Saverino Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

Village of Carol Stream

Interdepartmental Memo

TO: Village Board
VIA: Joe Breinig

FROM: E. Sailer

DATE: March 23, 2015

RE: Recommendation; Law Office of Michelle Moore, LTD, Contract Renewal

Michelle Moore LTD has been under contract to the Village for attorney services related to our DUI prosecution and local traffic prosecution. The last two years they performed local traffic prosecution and this current fiscal year they added DUI prosecution to the contract.

The firm also provided testimony training and updated case law information at roll calls. This enhanced our performance during testimony in court and assisted us to stay current with laws and trends.

Michelle Moore LTD has provided excellent service and officers are extremely pleased with their performance. The firm is well respected in the courts and by Judges that hear the cases.

I recommend that we enter into a three year contract with Michelle Moore, LTD, from May 01, 2015 thru April 30, 2018. The terms are the same as the current contract and fees will not be more than \$106,600.00 for a 52-week period. There will be no increase in fees during the length of the contract.

LEGAL PROSECUTION SERVICES AGREEMENT
(DUI and OV/TR Prosecutions)

THIS AGREEMENT is made and entered into as of the 06th day of April, 2015, by and between THE VILLAGE OF CAROL STREAM, an Illinois municipal corporation (hereinafter referred to as "the VILLAGE") and THE LAW OFFICE OF MICHELLE L. MOORE, LTD., an Illinois corporation (hereinafter referred to as "the ATTORNEYS").

WHEREAS, the VILLAGE desires to engage the ATTORNEYS to furnish certain professional services in connection with the prosecution of Local Ordinance & Illinois Vehicle Code violations (inclusive of Driving Under the Influence charges brought pursuant to municipal ordinance), as adopted by local ordinance 8-1 (hereinafter referred to as "DUI and OV/TR PROSECUTIONS"); and

WHEREAS, the ATTORNEYS represent that they are in compliance with Illinois Statutes relating to professional registration of attorneys and have the necessary expertise and experience to furnish such services upon the terms and conditions as set forth herein below.

NOW, THEREFORE, it is hereby agreed by and between the VILLAGE and the ATTORNEYS that the VILLAGE does hereby retain the ATTORNEYS for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged to perform the services relating to DUI and OV/TR PROSECUTIONS as described herein, subject to the following terms, conditions and stipulations, to wit:

I. SCOPE OF SERVICES

- A. All work hereunder shall be performed under the direction of the CHIEF OF POLICE, his successor or designee, or such other designee selected by the VILLAGE BOARD.
- B. The ATTORNEYS shall provide all necessary services to represent the VILLAGE as the VILLAGE's attorney in the prosecution of all local ordinance violations of the Illinois Vehicle Code, inclusive of those violations related to Driving Under the Influence, as well as all Ordinance Violations of the VILLAGE OF CAROL STREAM MUNICIPAL CODE. Representation by the ATTORNEYS of the VILLAGE will include all aspects of DUI and OV/TR PROSECUTIONS including, but not limited to, pre-trial proceedings, discovery, plea negotiations, trials, appeals and statutory summary suspension hearings.
- C. The ATTORNEYS shall also provide training sessions to the VILLAGE Police Department, as needed and at the request of the Chief of Police, or his designee, to address any issues with enforcement of the local ordinance DUI and OV/TR PROSECUTIONS, detection and apprehension of offenders, preparation of reports, courtroom presentation, and most recent case-law updates effecting same. The ATTORNEYS shall likewise provide monthly

disposition reports for all DUI and Statutory Summary Suspension proceedings to the Chief of Police, or his designee.

- D. Attorney, Michelle L. Moore, will serve as the primary prosecuting ATTORNEY for the Village of Carol Stream, pursuant to this Agreement. The ATTORNEYS shall have the discretion to employ the services of affiliated-associate attorneys, as needed, in furtherance of the DUI and OV/TR PROSECUTIONS, only in the event of an emergency in which Ms. Moore is unable to appear in court. No affiliated-associate attorneys shall provide in-court services on a regular or continuing basis without the prior approval of the CHIEF OF POLICE, or his successor or designee.
- E. In the provision of DUI and OV/TR PROSECUTIONS services under this Agreement, the ATTORNEYS shall endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by attorneys practicing under similar circumstances.

II. TERM

The term of this Agreement shall commence on May 1, 2015, and subject to the termination procedure set forth below, shall continue until April 30, 2018.

III. PAYMENTS TO THE ATTORNEYS

- A. As compensation to the ATTORNEYS for the DUI and OV/TR PROSECUTION services to be provided pursuant to this Agreement, the VILLAGE shall pay to the ATTORNEYS a flat fee of ***\$2,050/week, not to exceed \$106,600.00 for a 52 week period (\$1500/week for DUI enforcement; \$550/week for Traffic/Ordinance/Zoning).***
- B. The VILLAGE shall reimburse the ATTORNEYS for any actual out-of-pocket costs incurred in the facilitation of DUI and OV/TR PROSECUTIONS services, such as for preparation of form orders, filing fees, or service fees, and the like, upon presentation of proof of payment for same.
- C. The VILLAGE shall make monthly payments to the ATTORNEYS during the term of this Agreement, upon receipt and approval of an invoice for services rendered and costs incurred.

IV. INVOICES

- A. The ATTORNEYS shall submit monthly invoices in a format approved by the VILLAGE, which invoices shall include the actual time devoted and the costs incurred for each monthly billing period.
- B. The ATTORNEYS shall permit the authorized representative of the VILLAGE to inspect and audit all data and records of the ATTORNEYS

for work performed under this Agreement. The ATTORNEYS shall make these records available at reasonable times during the Agreement period and for one (1) year after termination of this Agreement.

V. CONFIDENTIAL INFORMATION

All confidential communications between the VILLAGE and the ATTORNEYS, whether oral or written, and all documentation whether prepared by the ATTORNEYS or the VILLAGE shall be, to the full extent permitted by law, considered to be an attorney-client privileged communication and shall not be disclosed except upon the written consent of the CHIEF OF POLICE, his successor or designee.

VI. CONFLICTS OF INTEREST

A. ATTORNEYS agree that they shall not represent any person in any DUI or OV/TR offense brought by the Carol Stream Police Department or occurring within the jurisdictional limits of the Village of Carol Stream. ATTORNEYS further agree that they shall not represent any person or entity or be involved in a legal capacity in any way in any litigation against the Village of Carol Stream, or its officers, agents or employees.

B. In the event the ATTORNEYS must withdraw from the prosecution of a DUI or OV/TR PROSECUTIONS case due to a conflict of interest, the ATTORNEYS shall be authorized to amend any DUI or OV/TR citation to allege an offense against the People of the State of Illinois, and refer further prosecution of same to the Office of the State's Attorney of DuPage County, and shall notify the CHIEF OF POLICE, or his successor or designee, in writing of said conflict of interest within ten (10) days of the ATTORNEYS becoming aware of said conflict.

VII. TERMINATION OF AGREEMENT

Notwithstanding any other provision hereof, the VILLAGE may terminate this Agreement at any time upon thirty (30) days prior written notice to the ATTORNEYS. In the event that this Agreement is so terminated, the ATTORNEYS shall be paid for services actually performed and reimbursable expenses actually incurred prior to termination, except that reimbursement shall not exceed amounts set forth under Paragraph III, above.

VIII. BREACH OF CONTRACT

If either party violates or breaches any term of this Agreement, such violation or breach shall be deemed to constitute a default, and the other party has the right to seek such administrative, contractual or legal remedies as may be suitable to the violation of breach; and, in addition, if either party, by reason of any default, fails within fifteen (15) days after notice thereof by the other party to comply with the conditions of the Agreement, the other party may terminate this

Agreement. Notwithstanding the foregoing, or anything else to the contrary in this Agreement, with the sole exception of an action to recover the monies the VILLAGE has agreed to pay to the ATTORNEYS pursuant to Paragraph III hereof, no action shall be commenced by the ATTORNEYS against the VILLAGE for monetary damages. The ATTORNEYS hereby further waive any and all claims or rights to interest on money claimed to be due pursuant to this Agreement, and waives any and all such rights to interest which it claims it may otherwise be entitled pursuant to law, including, but not limited to, the Local Government Prompt Payment Act (50 ILCS 501/1, *et seq.*), as amended, or the Illinois Interest Act (815 ILCS 205/1, *et seq.*), as amended. The parties hereto further agree that any action by the ATTORNEYS arising out of this Agreement must be filed within one year of the date the alleged cause of action arose or the same will be time-barred. The provisions of this paragraph shall survive any expiration, completion and/or termination of this Agreement.

IX. INDEMNIFICATION

To the fullest extent permitted by law, the ATTORNEYS agree to and shall indemnify and hold harmless the VILLAGE, its officers, employees, agents, boards and commissions from and against any and all claims, suits, judgments, costs, attorney's fees, damages or other relief, including, but not limited to, worker's compensation claims, in any way resulting from or arising out of a breach of this Agreement by the ATTORNEYS and/or the negligent or willful actions or omissions of the ATTORNEYS in connection herewith, including the negligence or willful actions or omissions of the attorneys, members, employees or agents of the ATTORNEYS arising out of the performance of this Agreement. The provisions of this paragraph shall survive any expiration, completion and/or termination of this Agreement.

X. NO PERSONAL LIABILITY

No official, director, officer, agent or employee of the VILLAGE shall be charged personally or held contractually liable under any term of provision of this Agreement or because of their execution, approval or attempted execution of this Agreement.

XI. INSURANCE

The ATTORNEYS and each of the individual attorneys performing services pursuant to this Agreement shall purchase and maintain during the term of this Agreement insurance coverage which will satisfactorily insure the ATTORNEYS, the individual attorneys, and, where appropriate, the VILLAGE against claims and liabilities which arise out of the work of DUI and OV/TR PROSECUTIONS. Such insurance shall be issued by companies authorized to do business in the State of Illinois and approved by the VILLAGE. The insurance coverages shall include, but not necessarily be limited to, professional liability insurance with limits of not less than \$1,000,000.00 per claim covering the ATTORNEYS and the individual attorneys providing services pursuant to

this Agreement against all sums which the ATTORNEYS may become obligated to pay on account of any liability arising out of the performance of the professional services for the VILLAGE under this Agreement when caused by any negligent act, error, or omission of the ATTORNEYS or any of the individual attorneys, or others for which whose actions the ATTORNEYS are legally liable. The professional liability insurance shall remain in full force for a period of not less than four (4) years after the completion of the services to be performed by the ATTORNEYS under this Agreement.

XII. NONDISCRIMINATION

In all hiring or employment made possible or resulting from this Agreement, there shall be no discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status, of the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to, but not be limited to, the following: employment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status or the presence of any sensory, mental or physical handicap. Any violation of this provision shall be considered a violation of a material provision of this Agreement and shall be grounds for cancellation, termination or suspension, in whole or in part, of the Agreement by the City.

XIII. ASSIGNMENT

Neither this Agreement, nor any part, right or interest hereof, may be assigned to any other person, firm or corporation.

XIV. NO CO-PARTNERSHIP OR AGENCY; INDEPENDENT CONTRACTOR RELATIONSHIP ESTABLISHED

This Agreement shall not be construed so as to create a partnership, joint venture, employment or other agency relationship between the parties hereto. The parties intend that this Agreement shall be construed as establishing an independent contractor relationship between the ATTORNEYS and the VILLAGE.

XV. SEVERABILITY

The parties intend and agree that, if any paragraph, sub-paragraph, phrase, clause or other provision of this Agreement, or any portion thereof, shall be held to be

void or otherwise unenforceable, all other portions of this Agreement shall remain in full force and effect.

XVI. HEADINGS

The headings of the several paragraphs of this Agreement are inserted only as a matter of convenience and for reference and in no way are they intended to define, limit, or describe the scope of intent of any provision of this Agreement, nor shall they be construed to effect in any manner the terms and provisions hereof or the interpretation or construction thereof.

XVII. MODIFICATION OR AMENDMENT

This Agreement constitutes the entire Agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended except by written amendment duly executed by the parties. Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in writing herein or in a duly executed amendment hereof, or change order as herein provided.

XVIII. APPLICABLE LAW

This Agreement shall be deemed to have been made in, and shall be construed in accordance with the laws of the State of Illinois. Venue for resolution of any disputes or the enforcement of any rights pursuant to this Agreement shall be in the Circuit Court of the Eighteenth Judicial Circuit Court, DuPage County, Illinois.

XIX. WAIVER

Any failure of either the VILLAGE or the ATTORNEYS to strictly enforce any term, right, or condition of this Agreement shall not be construed as a waiver of such term, right, or condition.

XX. NEWS RELEASES

The ATTORNEYS shall not issue any news releases nor make statements to the media without prior approval from the CHIEF OF POLICE, his successor, or his designee.

XXI. INTERFERENCE WITH PUBLIC CONTRACTING

The ATTORNEYS certify hereby that they are not barred from submitting a proposal on this Agreement as a result of a violation of 720 ILCS 5/33E, et seq. or any similar state or federal statute regarding bid rigging.

XXII. SEXUAL HARASSMENT

As a condition of this contract, the ATTORNEYS shall have written sexual harassment policies that include, at a minimum, the following information:

- A. the illegality of sexual harassment;
- B. the definition of sexual harassment under state law;
- C. a description of sexual harassment, utilizing examples;
- D. the vendor's internal complaint process including penalties;
- E. the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights, and the Illinois Human Rights Commission;
- F. directions on how to contact the department and commission;
- G. protection against retaliation as provided by Section 6-101 of the Human Rights Act.

A copy of the policies shall be provided by the ATTORNEYS to the Department of Human Rights upon request, pursuant to 775 ILCS 5/2-105.

XXIII. SUBCONTRACT

No portion of the work to be provided by the ATTORNEYS shall be subcontracted without the prior written approval of the CHIEF OF POLICE, his successor or his designee.

XXIV. FREEDOM OF INFORMATION ACT

The ATTORNEYS shall, within twenty-four hours of the VILLAGES's request, provide any documents in the ATTORNEYS' possession related to the Agreement which the VILLAGE is or becomes required to disclose to a requestor under the Illinois Freedom of Information Act.

XXV. NOTICES

All notices, reports and documents required under this Agreement (unless otherwise noted) shall be in writing and shall be mailed by First Class Mail, postage prepaid, or by e-mail, addressed as follows:

- A. As to the VILLAGE:

Joseph Breinig
VILLAGE MANAGER
500 N. Gary Avenue
Carol Stream, Illinois 60188
e-mail: jbreinig@villageofcarolstream.org

B. As to the ATTORNEYS:
Michelle L. Moore
The Law Office of Michelle L. Moore, Ltd.
400 S. County Farm Road
Suite 300
Wheaton, Illinois 60187
e-mail: michelle@mooredigiovanni.com

XXVI. COMPLIANCE WITH LAWS

Notwithstanding any other provision of this Agreement, it is expressly agreed and understood that in connection with the performance of this Agreement that the ATTORNEYS shall comply with all applicable federal, state, city and other requirements of law.

XXVII. EXECUTION IN COUNTER-PARTS

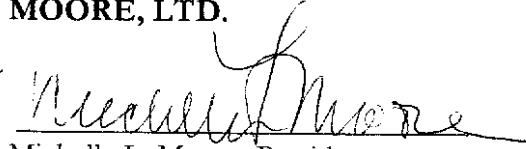
This Agreement may be executed in counter-parts. Signatures transmitted by facsimile or email shall have the same legal effect as original signatures.

IN WITNESS WHEREOF, the parties hereto have entered into and executed this agreement effective as of the ____ day of _____, 2015.

VILLAGE OF CAROL STREAM


Joseph Breinig, Village Manager

**LAW OFFICE OF MICHELLE L.
MOORE, LTD.**



Michelle L. Moore, President

Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager
FROM: Philip J. Modaff, Director of Public Works 
DATE: March 30, 2015
RE: Motion to Waive Competitive Bidding and Approve Purchase of Large Water Meters

The Water and Sewer Division has recently completed the annual large water meter testing program to help identify potential unaccounted for water loss. Large meters are on a schedule to be tested every three years. Recent test results have identified approximately twenty-five existing meters that are underreporting water consumption, leading to a loss of revenue.

Staff has evaluated the various large meter options and has identified the Sensus Omni meter as the most attractive option due to its excellent performance ratings and maintenance history as reported by the American Water Works Association (AWWA). This meter style is compatible with our meter reading equipment and is available for purchase through an authorized sole-supplier located here in Carol Stream (HD Supply). A proposal from HD Supply is attached in the amount of \$43,689.00. Delivery time will be about four (4) weeks and replacement will be undertaken by in-house staff.

It is recommended that the Mayor and Board waive the competitive bidding process and approve the purchase of large water meters from HD Supply in the amount of \$43,689.00.

HDSUPPLY®

WATERWORKS

PS Bid #: JCA229307
Job Name: CAROL STREAM METER BID
Location: CAROL STREAM, IL
Customer: VILLAGE OF CAROL STREAM
Engineer:
Bid date: 3/23/15


Salesman: JIM ALWORTH
Branch: HD SUPPLY - CAROL STREAM
Phone: (630) 665-1800
Fax: (630) 665-1887
Mobile: (630) 514-4197

Seq#	Qty	Description	Units	Price	Ext. Price
10	8	2" SENSUS OMNI C2 METER (17" LAY LENGTH)	EA	1,101.00	8,808.00
20	16	2" GASKET AND SS B&N'S KIT	EA	6.50	104.00
30	6	4" SENSUS OMNI C2 METER (COMPOUND LENGTH)	EA	2,480.00	14,880.00
40	6	4" GASKET AND SS B&N'S KITS	EA	23.00	138.00
50	6	4" X 0'-7/8" FLG FILLER	EA	145.00	870.00
60	6	4" GASKET AND SS STUDS KITS	EA	65.00	390.00
70	13	3" SENSUS OMNI C2 METER (17" LAY LENGTH)	EA	1,395.00	18,135.00
80	26	3" GASKET AND SS B&N'S KIT	EA	14.00	364.00

43,689

Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager

FROM: Philip J. Modaff, Director of Public Works 

DATE: March 31, 2015

RE: Recommendation for Approval of Amendment No. 4 to the Agreement for Operations, Maintenance and Management Services of the Water Reclamation Center

BACKGROUND

In March 2011, the Village Board approved a five-year contract with CH2MHill/OMI for operation and management of the Carol Stream Water Reclamation Center (WRC). The contract included a provision for annual review of costs by the Village and CH2MHill/OMI, including a formula for a default increase should the Village and CH2MHill/OMI fail to reach agreement.

I have worked with CH2MHill/OMI staff to review the various cost centers included in the base fee and to develop a Capital Expenditure ("CapEx") program for the coming fiscal year. The attached proposal requests an overall operating adjustment of 3.0% for the period May 1, 2015 through April 30, 2016.¹ While the default formula would have provided an increase of 1.5%, a large increase in the electrical rate (15%) all area consumers will pay pushes the overall cost up by a total of 3.0%. The CapEx category will remain at \$125,000 as established by contract. As a result, the combined operating and capital budget increase would total \$47,767 (from \$1,717,246 to \$1,765,013).

In addition to the changes in Article 4.9 covering operating and capital costs staff has worked out several other minor administrative changes to cover contract dates (Articles 2.18, 4.7 and 4.8) and a change in language in Article 2.21 to insure the operator is able to utilize the Village's tax exempt status for purchases serving the WRC. Finally, Article 11 paragraph F is amended to reflect the current prevailing wage references.

This contract amendment would be the fifth year of a five-year initial operating term established in the contract originally approved in March 2011. The contract allows for negotiation of an extended term prior to completion of the coming contract year. Staff recommends that a workshop be conducted in May or June to review the contract terms and contractor performance to determine if an extended term should be sought or if proposals should be sought from other providers.

RECOMMENDATION

It is recommended that the Village Board approve Amendment No. 4 to the Agreement for Operations, Maintenance and Management Services of the Water Reclamation Center

Attachments

¹ During the prior five-years annual increases ranged from 2.2% to 5.12%.

AMENDMENT NO. 4
to
THE AGREEMENT
for
OPERATIONS, MAINTENANCE AND
MANAGEMENT SERVICES
for the
VILLAGE OF CAROL STREAM, ILLINOIS

THIS AMENDMENT NO. 4 is made on this 6th day of April, 2015, to the Agreement for Operations, Maintenance and Management Services for the Village of Carol Stream, Illinois, dated April 20, 2011, (hereinafter "Agreement"), between the Village of Carol Stream, Illinois (hereinafter "Owner"), whose address for any formal notice is 124 Gerzevske Lane, Carol Stream, Illinois 60188, and Operations Management International, Inc., (hereinafter "OPERATOR") whose address for any formal notice is 9189 S. Jamaica Street, Suite 400, Englewood, CO 80112.

1. Article 2.18 is hereby deleted in its entirety and replaced with the following Article 2.18:

2.18 Manage a pre-approved Capital Expenditures Budget as defined in Exhibit A, provided the total amount OPERATOR shall be required to pay does not exceed \$125,000 (herein after referred to as the "CapEx Limit") during the period May 1, 2015 through April 30, 2016. OPERATOR shall notify Owner in writing when the CapEx Limit reaches 80%. Once the annual Limit has been reached at 100%, the OPERATOR shall provide written justification of additional expenditures over the limit and written authorization shall be required by the OWNER before such expenditures are made.

On a monthly basis, Owner shall pay OPERATOR for all Capital Expenditures incurred in accordance with the Capital Expenditures Budget. Owner shall pay OPERATOR actual cost plus 10% for approved Capital Expenditures cost in excess of the CapEx Limit Budget. OPERATOR shall negotiate each year with Owner for any changes to the CapEx Limit budget.

2. The following shall be added to Article 2.21:

Purchases: As part of satisfying its obligations under this Agreement, OPERATOR is required to provide certain tangible property to Owner. OPERATOR shall purchase such tangible property as set forth below, and such property will become the property of Owner, as applicable (unless otherwise agreed to by the Parties).

3. Article 4.7 is hereby deleted in its entirety and replaced with the following Article 4.7:

4.7 At the end of the contract year, OPERATOR shall rebate one hundred percent (100%) of any budgeted funds for Repairs that are not spent, if any, for the operations, maintenance and management of the Project during the contract year. At the end of the contract year, OPERATOR shall invoice one hundred percent (100%) of any funds expended by OPERATOR in excess of the budgeted funds

for Repairs, if any, for the operations, maintenance and management of the Project during the contract year. Budgeted funds for the period of May 1, 2015, through April 30, 2016 are listed in Article 4.9.

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

4.8 At the end of the contract year, OPERATOR shall rebate fifty percent (50%) of any budgeted funds for Labor and Benefits, Utilities (Electrical Power and Natural Gas) and Biosolids Hauling and Disposal that are not spent for the operations and maintenance of the Project during the contract year. For purposes of this Agreement, any rebate of these budgeted funds (Labor, Utilities and Biosolids Hauling and Disposal) will be based upon a combined aggregate total of Labor, Utilities and Biosolids Hauling and Disposal. Budgeted funds for the period of May 1, 2015 through April 30, 2016 of this Agreement are listed in Article 4.9.

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

5. Article 4.9 is hereby deleted in its entirety and replaced with the following Article 4.9:

4.9 Owner shall pay to CH2M HILL OMI as compensation for services performed under this Agreement a base fee of One Million Six Hundred Forty Thousand Thirteen Dollars (\$1,640,013) for the period of May 1, 2015 through April 30, 2016 of this Agreement based on the following:

SUMMARY OF OPERATING CONTRACTS BUDGET:

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

NO.	Budget Item	Contractual Amounts
	<i>Total Fixed Operating Costs</i>	
1	<i>1. Subtotal Labor and Benefits Costs:</i>	\$ 625,302
	<i>2. Subtotal Non-Labor Operating Costs:</i>	\$ 540,273
	<i>Total Labor and Operating Costs:</i>	\$ 1,165,575
	<i>Budgeted Utility Costs</i>	
2	<i>1. Electricity</i>	\$ 232,000
	<i>2. Natural Gas</i>	\$ 11,198
	<i>Budgeted Utility Costs</i>	\$ 243,198
3	<i>Costs for Biosolids Hauling and Disposal:</i>	\$ 160,940
4	<i>IPP Costs</i>	\$ 10,300
5	<i>Repair Budget</i>	\$ 60,000
	Total Base Fixed Fee (Sum of Items 1-5)	\$ 1,640,013
	<i>Capital Expenditure Budget (Not included in based fixed fee. See Article 2.18)</i>	\$ 125,000

6. Article 11 F. is hereby deleted in its entirety and replaced with the following Article 11 F.

F. This Agreement calls for the OPERATOR to provide certain construction, repair and maintenance of a "public work" within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* ("the Act"). The OPERATOR and all subcontractors are required to pay wage rates in accordance with the Act to all laborers, workers and mechanics and to maintain and provide documentation of compliance to the Village. The prevailing rate of wages are determined by the Illinois Department of Labor ("IDOL") for DuPage County, effective April 1, 2014, as revised from time to time. The prevailing rate of wages are revised by the IDOL and are available on the IDOL website, www.state.il.us/agency/ido/. The OPERATOR and all subcontractors are responsible for checking the IDOL's website for revisions to the prevailing wage rates. In the event that the IDOL should revise the prevailing rate of wages, then the revised rates shall apply to this Agreement. In no case shall any revision in the rates of prevailing wages result in an increase in the total compensation, during any contract year of the initial term or any extended term, as set forth in this Agreement. The OPERATOR certifies that it is not otherwise barred from participating and/or entering into this Agreement under Section 130/11a of the Act (820 ICLS 130/11a).

This Amendment No. 4 together with all previous amendments and the Agreement constitute the entire agreement between the parties and supersede all prior oral and written understandings with respect to the subject matter set forth herein. Unless specifically stated all other terms and conditions of the Agreement shall remain in full force and effect. Neither this Amendment nor the Agreement may be modified except in writing signed by an authorized representative of the parties.

Both parties indicate their approval of this Amendment by their signatures below:

Authorized signature:

Authorized signature:

Name:

Name: Frank Saverino

Title:

Title: Mayor

OPERATIONS MANAGEMENT
INTERNATIONAL, INC.

VILLAGE OF CAROL STREAM

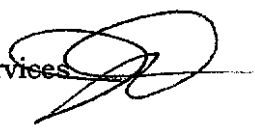
Date: _____

Name: Beth Melody

Title: Village Clerk

Date: _____

Village of Carol Stream
Interdepartmental Memorandum

TO: Joseph Breinig, Village Manager
FROM: James Knudsen, Director of Engineering Services 
DATE: March 31, 2015
RE: FY15-16 GIS Consortium Service Provider Contract

Last November the Village joined the GIS Consortium (GISC) and entered into a contract with their GIS service provider, MGP, Inc. The contract provides GIS program staffing consisting of a GIS Specialist, Coordinator, Analyst, Platform Administrator, Developer and Manager. To hire this entire staff would've been cost prohibitive for the Village. The current contract will expire on April 30, 2015 requiring a renewal.

The Consortium has recently updated the Service Provider Contract form as it hasn't been revised since it was originally created in 1999. In addition MGP has provided us with the FY15-16 contract. See the attached contract as well as MGP's original GIS Offering and Budget that was submitted last year. The cost column labeled 2015 is our FY15-16. The FY15-16 contract costs for GISC program staffing and remote access service (RAS) through MGP is \$135,974 which is less than the \$138,900 budgeted.

Staff as well as the Village Attorney have reviewed the GIS Consortium Service Provider Contract (Contract) with MGP and found them acceptable. Therefore, staff recommends award of the Contract to MGP at a cost of \$135,974.

Cc: Phil Modaff, Director of Public Works
Robert Mellor, Assistant Village Manager
William N. Cleveland, Assistant Village Engineer
Marc Talavera, IT Coordinator

GIS CONSORTIUM SERVICE PROVIDER CONTRACT

This contract (this "**Contract**") made and entered into this 1st day of May, 2015 (the "**Effective Date**"), by and between the Village of Carol Stream, an Illinois municipal corporation (hereinafter referred to as the "**Municipality**"), and Municipal GIS Partners, Incorporated, 701 Lee Street, Suite 1020, Des Plaines, Illinois 60016 (hereinafter referred to as the "**Consultant**").

WHEREAS, the Municipality is a member of the Geographic Information System Consortium ("**GISC**");

WHEREAS, the Consultant is a designated service provider for the members of GISC and is responsible for providing the necessary professional staffing resource support services as more fully described herein (the "**Services**") in connection with the Municipality's geographical information system ("**GIS**");

WHEREAS, the Municipality desires to engage the Consultant to provide the Services on the terms set forth herein; and

WHEREAS, the Consultant hereby represents itself to be in compliance with Illinois statutes relating to professional registration applicable to individuals performing the Services hereunder and has the necessary expertise and experience to furnish the Services upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the promises hereinafter set forth, it is hereby agreed by and between the Municipality and the Consultant that:

SECTION 1 SCOPE OF SERVICES

1.1 Statement of Work. This Contract contains the basic terms and conditions that will govern the overall relationship between the Consultant and the Municipality. The Consultant will provide the Services described in the statement of work attached hereto as **Attachment 1** ("**Statement of Work**"), which shall become a part of and subject to this Contract.

1.2 Supplemental Statements of Work. Any additional services to be performed by the Consultant may be added to this Contract after the Effective Date by the mutual agreement of the parties, which agreement will be evidenced by mutual execution of a Supplemental Statement of Work which shall also be subject to the terms and conditions set forth in this Contract, a form of which is attached hereto as **Exhibit A**.

1.3 Additional Compensation. If the Consultant wishes to make a claim for additional compensation as a result of action taken by the Municipality, the Consultant shall give written notice of its claim within fifteen (15) days after occurrence of such action. Regardless of the decision of the Municipality Manager relative to a claim submitted by the Consultant, all work required under this Contract as determined by the Municipality Manager shall proceed without interruption.

1.4 Contract Governs. If there is a conflict between the terms of this Contract and the Statement of Work or any Supplemental Statement of Work, unless otherwise specified in such Statement of Work, the terms of this Contract shall supersede the conflicting provisions contained in such Statement of Work.

SECTION 2 PERFORMANCE OF WORK

2.1 All work hereunder shall be performed under the direction of the Village Manager or his designee (hereinafter referred to as the "*Municipality Manager*") in accordance with the terms set forth in this Contract and each relevant Statement of Work.

SECTION 3 RELATIONSHIP OF PARTIES

3.1 Independent Contractor. The Consultant shall at all times be an independent contractor, engaged by the Municipality to perform the Services. Nothing contained herein shall be construed to constitute a partnership, joint venture or agency relationship between the parties.

3.2 Consultant and Employees. Neither the Consultant nor any of its employees shall be considered to be employees of the Municipality for any reason, including but not limited to for purposes of workers' compensation law, Social Security, or any other applicable statute or regulation.

3.3 No Authority to Bind. Unless otherwise agreed to in writing, neither party hereto has the authority to bind the other to any third party or to otherwise act in any way as the representative of the other.

SECTION 4 PAYMENT TO THE CONSULTANT

4.1 Payment Terms. The Municipality agrees to pay the Consultant in accordance with the terms and amounts set forth in the applicable Statement of Work, provided that:

(a) The Consultant shall submit invoices in a format approved by the Municipality.

(b) The Consultant shall maintain records showing actual time devoted to each aspect of the Services performed and cost incurred. The Consultant shall permit the authorized representative of the Municipality to inspect and audit all data and records of the Consultant for work done under this Contract. The Consultant shall make these records available at reasonable times during this Contract period, and for a year after termination of this Contract.

(c) The service rates and projected utilization set forth in the applicable Statement of Work shall adjust each calendar year in accordance with the annual rates approved by the Board of Directors of GISC which shall be reflected in a Supplemental Statement of Work.

(d) Payments to the Consultant shall be made pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

4.2 Service Rates. The service rates set forth in the Statement of Work include all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use of, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

SECTION 5 TERM

5.1 Initial Term. Subject to earlier termination pursuant to the terms of this Contract, the initial term of this Contract shall commence on the Effective Date and remain in effect for one (1) year (the "*Initial Term*").

5.2 Renewal Terms. The Initial Term may be extended for successive one (1) year periods or for any other period as mutually agreed to in writing and set forth in a Supplemental Statement of Work executed by both parties (each, a "*Renewal Term*").

SECTION 6 TERMINATION OF CONTRACT

6.1 Voluntary Termination. Notwithstanding any other provision hereof, the Municipality may terminate this Contract during the Initial Term or any Renewal Term, with or without cause, at any time upon thirty (30) days prior written notice to the Consultant. The Consultant may terminate this Contract or additional Statement of Work, with or without cause, at any time upon sixty (60) days prior written notice to the Municipality.

6.2 Termination for Breach. Either party may terminate this Contract upon written notice to the other party following a material breach of a material provision of this Contract by the other party if the breaching party does not cure such breach within ten (10) days of receipt of written notice of such breach from the non-breaching party.

6.3 Payment for Services Rendered. In the event that this Contract is terminated in accordance with this Section 6, the Consultant shall be paid for services actually performed and reimbursable expenses actually incurred.

SECTION 7 CONSULTANT PERSONNEL AND SUBCONTRACTORS

7.1 Adequate Staffing. The Consultant must assign and maintain during the term of this Contract and any renewal thereof, an adequate staff of competent employees, agents, or subcontractors ("*Consultant Personnel*") that is fully equipped, licensed as appropriate and

qualified to perform the Services as required by the Statement of Work or Supplemental Statement of Work.

7.2 Availability of Personnel. The Consultant shall notify the Municipality as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Consultant Personnel assigned to provide the Municipality with the Services. The Consultant shall have no claim for damages and shall not bill the Municipality for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the time of performance as a result of any such termination, reassigning, or resignation.

7.3 Use of Subcontractors. The Consultant's use of any subcontractor or subcontract to perform the Services shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Contract. All Services performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of the Consultant. For purposes of this Contract, the term "Consultant" shall be deemed to refer to the Consultant and also to refer to all subcontractors of the Consultant.

7.4 Removal of Personnel and Subcontractors. Municipality may, upon written notice to Consultant, request that any Consultant Personnel be removed or replaced. Consultant shall promptly endeavor to replace such Consultant Personnel and Municipality shall have no claim for damages for a delay or extension of the applicable Statement of Work as a result of any such removal or replacement.

7.5 Non-Solicitation of Consultant Employees. The Municipality agrees that during the term of this Contract and for a period of one (1) year thereafter, it shall not, directly or indirectly, through any other person, firm, corporation or other entity, solicit, induce, encourage or attempt to induce or encourage any employee of the Consultant to terminate his or her employment with the Consultant or to breach any other obligation to the Consultant. The Municipality acknowledges that the aforementioned restrictive covenant contained in this Section is reasonable and properly required for the adequate protection of the Consultant's business.

SECTION 8

ACCOMMODATION OF CONSULTANT PERSONNEL; MUNICIPAL FACILITIES

8.1 Facilities and Equipment. The Municipality shall provide the Consultant with adequate office space, furnishings, hardware, software and connectivity to fulfill the objectives of the GIS program. Facilities and equipment include, but are not limited to, the following:

(a) Office space for the Consultant's Personnel and periodic guests. This space should effectively and securely house all required GIS systems, peripherals and support tools. This space must be available during normal business hours;

(b) Furnishings including adequate desk(s), shelving, and seating for the Consultant's Personnel and periodic guests;

- (c) A telephone line and phone to originate and receive outside calls;
- (d) A network connection with adequate speed and access to the Internet; and
- (e) Hardware, software, peripherals, and network connectivity to perform the program objectives efficiently.

8.2 Backup and Recovery Systems. The Municipality shall be responsible for installing, operating and monitoring the backup and recovery systems for all Municipality GIS assets that permit the Consultant to continue services within a reasonable period of time following a disaster or outage.

8.3 Right of Entry; Limited Access. Consultant's Personnel performing Services shall be permitted to enter upon the Municipality's property in connection with the performance of the Services, subject to those rules established by the Municipality. Consent to enter upon a Municipality's facility given by the Municipality shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the Municipality. Consultant's Personnel shall have the right to use only those facilities of the Municipality that are necessary to perform the Services and shall have no right to access any other facilities of the Municipality.

SECTION 9 CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY; FOIA

9.1 Municipal Materials. The Consultant acknowledges and agrees that all trademarks, service marks, logos, tradenames and images provided by or on behalf of the Municipality to the Consultant for use in performing the Services and the GIS database (including files created from the database) created by Consultant hereunder (the "***Municipal Materials***") are the sole and exclusive property of the Municipality. The Consultant acknowledges that this Contract is not a license to use the Municipal Materials except as needed to perform the Services hereunder.

9.2 Third-Party Materials. If applicable, to the extent the Consultant has agreed to obtain and/or license Third-Party Materials on behalf of Municipality, the Consultant shall obtain a license for Municipality to use the Third-Party Materials as part of the Services for the purpose specified in the applicable Statement of Work. "***Third-Party Materials***" shall include, but are not limited to, computer software, script or programming code or other materials owned by third parties and/or any software available from third parties, that is licensed by Consultant for the benefit of the Municipality.

9.3 GISC Materials. It is expressly understood that, excluding the Municipal Materials and Third-Party Materials, all members of GISC and the Consultant may use or share in any improvements or modifications incorporated into any computer software (in object code and source code form), script or programming code used or developed by the Consultant in providing Services hereunder (the "***GISC Materials***").

(a) The Consultant hereby grants the Municipality a limited, personal, nontransferable, non-exclusive license to use the GISC Materials solely for the purpose of and in connection with the Municipality's GIS. Upon expiration or termination of this Contract, or at

such time the Municipality is no longer a member of GISC or in breach of its obligations hereunder, the Municipality shall not be entitled to or granted a license in future enhancements, improvements or modifications in the GISC Materials. The Municipality may grant a sublicense to a third party that the Municipality engages to maintain or update the GISC Materials in connection with the Municipality's GIS; provided that such third party agrees in writing to be bound by the license restrictions set forth in this Contract.

(b) The Municipality acknowledges that the Consultant is in the business of providing staffing resource support services and that the Consultant shall have the right to provide services and deliverables to third parties that are the same or similar to the services that are to be rendered under this Contract, and to use or otherwise exploit any GISC Materials in providing such services. The Municipality hereby grants to the Consultant, a royalty-free, non-exclusive, irrevocable license throughout the world to publish modify, transfer, translate, deliver, perform, use and dispose of in any manner any portion of the GISC Materials.

9.4 Confidential Information. In the performance of this Contract, the Consultant may have access to or receive certain information in the possession of the Municipality that is not generally known to members of the public ("**Confidential Information**"). The Consultant acknowledges that Confidential Information includes, but is not limited to, proprietary information, copyrighted material, educational records, employee data, financial information, information relating to health records, resident account information, and other information of a personal nature. Consultant shall not use or disclose any Confidential Information without the prior written consent of the Municipality. Consultant will use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosure of any Confidential Information received from or on behalf of the Municipality. Upon the expiration or termination of this Contract, Consultant shall promptly cease using and shall return or destroy (and certify in writing destruction of) all Confidential Information furnished by the Municipality along with all copies thereof in its possession including copies stored in any computer memory or storage medium. The term "Confidential Information" does not include information that (a) is or becomes generally available to the public other than as a result of a breach of this Contract by the Consultant; (b) was in the Consultant's or Consultant Personnel's possession on a non-confidential basis from any source other than the Municipality, which source, to the knowledge of the Consultant, is entitled to disclose such information without breach of any obligation of confidentiality; or (c) is independently developed by the Consultant without the use of or reference to, in whole or in part, any Confidential Information. For avoidance of doubt, it is agreed that the GISC Materials shall not be considered Confidential Information.

9.5 Dissemination of Confidential Information. Unless directed by the Municipality, Consultant shall not disseminate any Confidential Information. If Consultant is presented with a request for documents by any administrative agency or with a subpoena *duces tecum* regarding any Confidential Information which may be in Consultant's possession as a result of Services provided under this Contract, unless prohibited by law, Consultant shall immediately give notice to the Municipality with the understanding that the Municipality shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. Consultant shall not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended. Consultant

shall cause its personnel, staff and subcontractors, if any, to undertake the same obligations regarding confidentiality and dissemination of information as agreed to by Consultant under this Contract.

9.6 Freedom of Information Act Requests. No less than five (5) business days after the Municipality's Notice to the Consultant of the Municipality's receipt of a request made pursuant to the Illinois Freedom of Information Act (ILCS 140/1 et seq. – herein "FOIA"), the Consultant shall furnish all requested records in the Consultant's possession which are in any manner related to this Contract or the Consultant's performance of the Services, including but not limited to any documentation related to the Municipality and associated therewith. The Consultant shall not apply any costs or charge any fees to the Municipality or any other person, firm or corporation for its procurement and retrieval of such records in the Consultant's possession which are sought to be copied or reviewed in accordance with such FOIA request or requests. The Consultant shall defend, indemnify and hold harmless the Municipality including its several departments and including its officers and employees and shall pay all of the Consultant's Costs associated with such FOIA request or requests including Costs arising from the Consultant's failure or alleged failure to timely furnish such documentation and/or arising from the Consultant's failure or alleged failure otherwise to comply with the FOIA, whether or not associated with the Consultant's and/or the Municipality's defense of any litigation associated therewith. In addition, if the Consultant requests the Municipality to deny the FOIA request or any portion thereof by utilizing one or more of the lawful exemptions provided for in the FOIA, the Consultant shall pay all Costs in connection therewith. As used herein, "in the Consultant's possession" includes documents in the possession of any of the Consultant's officers, agents, employees and/or independent contractors; and "Costs" includes but is not limited to attorneys' fees, witness fees, filing fees and any and all other expenses — whether incurred by the Municipality or the Consultant.

9.7 News Releases. The Consultant may not issue any news releases without prior approval from the Municipality Manager nor will the Consultant make public proposals developed under this Contract without prior written approval from the Municipality Manager.

SECTION 10 LIMITATION OF LIABILITY

10.1 THE REPRESENTATIONS SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. UNDER NO CIRCUMSTANCES SHALL EITHER THE CONSULTANT OR THE MUNICIPALITY BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING LOST SALES OR PROFITS, IN CONNECTION WITH THIS CONTRACT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SECTION 11
CONSULTANT WARRANTY; INDEMNIFICATION; INSURANCE

11.1 Warranty of Services. The Consultant warrants that the Services shall be performed in accordance with industry standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the time of the Effective Date. Unless expressly excluded by this Contract, the warranty expressed shall be in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto the Municipality.

11.2 Indemnification. The Consultant shall indemnify and save harmless the Municipality and its officers, employees, and agents from and against any and all loss, liability and damages of whatever nature, including Workmen's Compensation claims by Consultant's employees, in any way resulting from or arising out of the negligent actions or omissions of the Consultant, the Consultant's employees and agents.

11.3 Insurance. The Consultant must procure and maintain, for the duration of this Contract, insurance as provided in *Attachment 2* to this Contract.

11.4 No Personal Liability No official, director, officer, agent, or employee of any party shall be charged personally or held contractually liable by or to the other party under any term or provision of this Contract or because of its or their execution, approval or attempted execution of this Contract.

SECTION 12
GENERAL PROVISIONS

12.1 No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.

12.2 Sexual Harassment Policy. The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

12.3 Compliance with Laws and Grants. Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited

classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Consultant shall also comply with all conditions of any federal, state, or local grant received by Municipality or Consultant with respect to this Contract or the Services.

12.4 Assignments and Successors. This Contract and each and every portion thereof shall be binding upon the successors and the assigns of the parties hereto; provided, however, that no assignment, delegation or subcontracting shall be made without the prior written consent of the Municipality.

12.5 Severability. The parties intend and agree that, if any paragraph, subparagraph, phrase, clause, or other provision of this Contract, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions of this Contract shall remain in full force and effect.

12.6 Third Party Beneficiary. No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than the Consultant shall be made or be valid against the Municipality.

12.7 Waiver. No waiver of any provision of this Contract shall be deemed to or constitute a waiver of any other provision of this Contract (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Contract.

12.8 Governing Laws. This Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Venue shall reside in Cook County, Illinois.

12.9 Headings. The headings of the several paragraphs of this Contract are inserted only as a matter of convenience and for reference and in no way are they intended to define, limit, or describe the scope of intent of any provision of this Contract, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

12.10 Modification or Amendment. This Contract constitutes the entire Contract of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment or Supplemental Statement of Work duly executed by the parties. Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in writing herein or in a duly executed amendment hereof.

12.11 Attachments and Exhibits. Attachments 1 and 2 and Exhibit A are attached hereto, and by this reference incorporated in and made a part of this Contract. In the event of a conflict between any Attachment or Exhibit and the text of this Contract, the text of this Contract shall control. In the event of any conflict or inconsistency between the terms of this Contract and any Supplemental Statement of Work, the terms of the Supplemental Statement of Work will govern and control with respect to the term, projected utilization rates, service rates and scope of services. .

12.12 Rights Cumulative. Unless expressly provided to the contrary in this Contract, each and every one of the rights, remedies, and benefits provided by this Contract shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

12.13 Notices. All notices, reports and documents required under this Contract shall be in writing (including prepaid overnight courier, electronic transmission or similar writing) and shall be given to such party at its address or e-mail address set forth below, or at such other address or e-mail address as such party may hereafter specify from time to time. Each such notice shall be effective (i) if given by first class mail or prepaid overnight courier, when received, or (ii) if sent to an e-mail address, upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment).

If to Municipality: Village of Carol Stream
Jim Knudsen
500 North Gary Avenue
Carol Stream IL 60188
E-mail: jknudsen@carolstream.org

If to Consultant: Municipal GIS Partners, Incorporated
Thomas A. Thomey
701 Lee Street, Suite 1020
Des Plaines, IL 60016
E-mail: tthomey@mgpinc.com

12.14 Counterpart Execution. This Contract, Statement of Work or any Supplemental Statement of Work may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[REMAINDER INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have placed their hands and seals hereto as of the date first above written.

ATTEST:

VILLAGE OF CAROL STREAM

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

ATTEST:

CONSULTANT:

**MUNICIPAL GIS PARTNERS,
INCORPORATED**

By: Donna J. Thomey
Name: Donna Thomey
Its: Office Administrator

By: Thomas A. Thomey
Name: Thomas Thomey
Its: President

Attachment 1

Statement of Work to GIS Consortium Service Provider Contract

1) **General Purpose.** The Consultant will perform all or part of the Municipality's geographic information system (GIS) management, development, operation, and maintenance. In addition to supporting the existing GIS program, the Consultant will identify opportunities for continued development and enhancement.

The Municipality will be sharing management, development, maintenance expertise and staffing with other municipalities as a member of the Geographic Information System Consortium (GISC). The benefits to the Municipality include, but are not limited to, collective bargaining for rates and services, shared development costs, and joint purchasing and training.

The Consultant is the sole Service Provider for GISC and is responsible for providing the necessary GIS professional resources to support this entity. The Consultant will facilitate and manage resource, cost, and technical innovation sharing among GISC members.

2) **Service Types.** The Consultant will provide two (2) service types. The intent of this distinction is to track specific types of investment without overburdening general operation of the GIS program. Many of these services will go unnoticed but are required to sustain the GIS program. The Consultant will employ reasonable professional discretion when specific direction is not provided. The two (2) services types are as follows:

A. Services related to the direct management, development, operation, and maintenance of the GIS required to reasonably support the system.

B. Services relating to the investigation, research, and development of new functionality and capability for the GIS Consortium and its members.

3) **Services.** The Consultant will provide the necessary resources to support the GIS program. The allocation of these resources will be reasonably commensurate with the level of expertise required to fulfill the specific task which includes, but is not limited to, the following:

A. The GIS Specialist provides the daily operation, maintenance, and support of the GIS program for the community. The GIS Specialist is responsible for database development and maintenance, map and product development, user training, help-desk, system support, and program documentation.

B. GIS/RAS (Remote Access Service) Specialist provides the same services as the GIS Specialist utilizing equipment hosted by the Consultant.

C. The GIS Coordinator is responsible for the coordination and operation of the GIS program for the community including planning, forecasting, resource allocation and performance management.

D. The GIS Analyst is responsible for providing technical support to the GIS Specialist including trouble-shooting, special projects, and access to GISC shared applications and extensions. The GIS Analyst also supports the development of GISC projects and programs.

E. The GIS Platform Administrator is responsible for developing, managing, and directing the GISC solutions including the data model, databases and centralized software applications offered by the GISC.

F. The GIS Application Developer is responsible for developing, testing, and supporting software applications developed by the GISC for its members.

G. The GIS Manager is responsible for the overall development and implementation of the GISC program based on the direction and instructions of the GISC Board of Directors.

4) Projected Utilization and Service Rates. The service rates set forth below are based on, among other things, the negotiated annual projected utilization of all GISC members. The Consultant shall negotiate annually with the Board of Directors (the "**Board**") of GISC to adjust the annual projected utilization and service rates for the members of GISC. It is anticipated that the Consultant will submit its proposed annual projected utilization and service rates (the "**Proposal**") to the Board for approval every year on or about July 31st. Upon the Board's approval of the Proposal, the annual projected utilization and service rates shall become binding on the Municipality and incorporated into this Contract by reference, which shall automatically become effective on January 1st and remain in effect for the remainder of such calendar year. The approved annual projected utilization and the service rates will be promptly distributed by the Board or the Consultant to the Municipality. Notwithstanding the foregoing, in the event the Board, for any reason whatsoever (including the Board being disbanded) does not approve the Proposal, the Consultant may submit its proposed annual projected utilization and service rates directly to the Municipality by no later than October 1st, and upon written approval by the Municipality shall become effective on January 1st. Consultant agrees that, each year, the new aggregate annual contract value for the Municipality will not exceed the greater of (i) cost-of-living adjustments based on the CPI¹ measured as of the most recent CPI number available prior to submitting the Proposal, or (ii) 3%. The GISC service and projected utilization rates set forth below are effective as of the Effective Date until December 31st:

A. Projected Utilization

1. X hours of GIS Specialist

¹For purposes of this Contract, "CPI" shall mean the all items Consumer Price Index for all Urban Consumers in the Chicago-Gary-Kenosha area. In the event that publication or issuance of the Index is discontinued or suspended, the CPI shall be an index published or issued by the United States Department of Labor or any bureau or agency thereof that computes information from substantially the same statistical categories and substantially the same geographic areas as those computed in the CPI and that weights such categories in a substantially similar way to the weighting of the CPI at the Effective Date. The CPI rates, solely for reference purposes, may be accessed at <http://www.bls.gov/ro5/cpichi.htm>, it being understood that the Consultant makes no representation or warranty that the rates published on such website are accurate.

2. 1151 hours of GIS/RAS Specialist
3. 115 hours of GIS Coordinator
4. 115 hours of GIS Analyst
5. 80 hours of GIS Platform Administrator
6. 80 hours of GIS Application Developer
7. 80 hours of GIS Manager

B. Service Rates

1. \$ 72.40 per hour for GIS Specialist
2. \$ 75.90 per hour for GIS/RAS Specialist
3. \$ 91.80 per hour for GIS Coordinator
4. \$ 91.80 per hour for GIS Analyst
5. \$114.70 per hour for GIS Platform Administrator
6. \$114.70 per hour for GIS Application Developer
7. \$114.70 per hour for GIS Manager

Total Not-to-Exceed Amount for Services (Numbers): \$135,974

Total Not-to-Exceed Amount for Services (Figures): One hundred thirty-five thousand nine hundred seventy-four dollars and zero cents.

Attachment 2

To GIS Consortium Service Provider Contract

Insurance

Consultant's Insurance

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

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Municipality named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026
2. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
3. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

B. Minimum Limits of Insurance: Consultant shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Municipality. At the option of the Municipality, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as it respects the Municipality, its officials, agents, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages: The Municipality, its officials, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Municipality, its officials, agents, employees and volunteers.

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

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

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

5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Consultant shall be required to name the Municipality, its officials, employees, agents and volunteers as additional insureds

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

7. The Consultant and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Municipality. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as *Kotecki v. Cyclops Welding*.

E. All Coverages: Each insurance policy required by this paragraph shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Municipality.

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

G. Verification of Coverage: Consultant shall furnish the Municipality with certificates of insurance naming the Municipality, its officials, agents, employees, and volunteers as additional insured's and with original endorsements, affecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Municipality before any work commences. The Municipality reserves the right to request full certified copies of the insurance policies and endorsements.

Exhibit A

Form of Supplemental Statement of Work

Pursuant to and in accordance with Section 1.2 of that certain GIS Consortium Service Provider Contract dated [INSERT DATE] (the "*Contract*") between the _____ of _____ (the "*Municipality*") and Municipal GIS Partners, Incorporated (the "*Consultant*") hereby agree to the following SUPPLEMENTAL STATEMENT OF WORK ("*SOW*"):

1. Description of Additional Services:

[None] or [Describe new services being provided or no longer being provided. Note if Supplemental Statement of Work is intended to replace a previously approved and effective Statement of Work]

2. Project Schedule/Term:

[Insert date by which supplemental work must be commenced and completed with any appropriate milestones]

3. Projected Utilization: [Insert rate effective dates]

- A. _____ hours of GIS Specialist
- B. _____ hours of GIS/RAS Specialist
- C. _____ hours of GIS Coordinator
- D. _____ hours of GIS Analyst
- E. _____ hours of GIS Platform Administrator
- F. _____ hours of GIS Application Developer
- G. _____ hours of GIS Manager

4. Service Rates: [Insert rate effective dates]

- A. \$ _____ per hour for GIS Specialist
- B. \$ _____ per hour for GIS/RAS Specialist
- C. \$ _____ per hour for GIS Coordinator
- D. \$ _____ per hour for GIS Analyst
- E. \$ _____ per hour for GIS Platform Administrator

F. \$_____ per hour for GIS Application Developer

G. \$_____ per hour for GIS Manager

Total Not-to-Exceed Amount for Services (Numbers) : \$[*INSERT*]

Total Not-to-Exceed Amount for Services (Figures) : [*INSERT*]

In the event of any conflict or inconsistency between the terms of this SOW and this Contract or any previously approved SOW, the terms of this SOW will govern and control with respect to the term, projected utilization rates, service rates and scope of services. All other conflicts or inconsistencies between the terms of this Contract and this SOW shall be governed and controlled by this Contract. Any capitalized terms used herein but not defined herein shall have the meanings prescribed to such capitalized term in this Contract.

IN WITNESS WHEREOF, the undersigned have placed their hands and seals hereto as of the date first above written.

ATTEST:

Municipality of _____

Municipality Clerk

By: _____
[*MUNICIPALITY/VILLAGE*] Manager

ATTEST:

CONSULTANT:

**MUNICIPAL GIS PARTNERS,
INCORPORATED**

By _____
Its _____

By _____
Its _____

Village of Carol Stream GIS Offering and Budget

A collaborative approach to GIS



Contents

Current Situation	2
GIS Solution Outcomes.....	3
Preliminary Project Schedule.....	4
Budget and Explanation	5

Current Situation

Through a series of conversations that began with Jim Knudsen, Engineering Director and Phil Modaff, Public Works Director MGP understands that the Village of Carol Stream has the following goals for their GIS program in the future:

- A GIS program that benefits all departments
- Accelerated results with GIS technology and capability
- Ongoing and regular maintenance of the data
- Standardization of the utility systems so that they can be viewed by Public Works and Engineering
- Ability to edit and view utility data in the field

In the process of evaluating a solution the village spoke with two GIS Consortium Board members Peggy Halik, Assistant Village Administrator in Woodridge and Mark Binkerd, IT Manager in Glen Ellyn to gain insight and advice.

In August, Mark Binkerd set up a demonstration at Glen Ellyn that he invited staff members of Carol Stream to so that the community could better understand the offering from the GIS Consortium and this included:

- MapOffice™ application: an enterprise wide map interface that is robust, user friendly and relevant to local government
- Community Portal application: an enterprise wide interface that delivers community data in a textual format and is organized by landing pages that have a specific context
- ArcGIS Online Collector: a mobile app that allows collection and editing of community data and systems
- Five Year Plan: a planning tool employed with every consortium community that enables us to collect, plan, and prioritize projects for every department

After this meeting took place Jim Knudsen contacted Tom Thomey and asked him to present to Carol Stream's Village Board.

GIS Solution Outcomes

- Improve the reliability of the current GIS program *by employing standards and best practices for building and maintaining the community's data*
- Increase access to GIS and other community data by more departments in Carol Stream *by leveraging MapOffice™ and Business Intelligence which brings GIS to every desktop* in the community through one common interface
- *Business Intelligence is a GIS Consortium technology* that connects enterprise systems together using web services.
- Develop standards with how their data is organized *so that things like Carol Stream's utility systems adhere to this standard and they are confident in the data*
- Employ the GIS Consortium model that has been proven to work in 25 communities around the greater Chicago area *which allows Carol Stream to benefit from all of the user interfaces and community projects completed to date*



Preliminary Project Schedule

MGP works solely with small and medium-sized communities. As a result we have developed extensive intellectual property, best practices, and standards. What this means for Carol Stream is that we can deliver accelerated results in a compressed timeframe. Many of our clients tell us that they cannot believe how quickly we get their GIS program up and running, and delivering value to their community.

Typical projects and releases – Year 1

Project	Estimated Timeframe
Migration of planimetric mapping data into GISC model	Month 2
Migration of district boundaries to GISC Model	Month 2
Migration of county data to GISC model	Month 2
Creation of GIS address database	Month 3
Department meetings	Month 3
MapOffice™ Release	Month 4
Host first community wide GIS User Group Meeting(s)	Month 4
Community Portal Release	Month 4
Water Utility Migration	Month 5
Five Year GIS Project Plan	Month 6
Sanitary Utility Migration	Month 7
Storm Utility Migration	Month 9
Design Community Map	Month 10
Design FEMA SFHA Map	Month 10
Design Police Beat Map	Month 11
Design Zoning Map	Month 12
MapOffice™ Training	Ongoing/As-needed
GIS Help Desk	Ongoing/As-needed

Budget and Explanation

Village of Carol Stream - GIS Budget

Remote Access Service (RAS) GIS Consortium Model

PROGRAM STAFFING	2014	2015	2016	2017	2018
GISC Specialist	40,566	83,565	86,072	88,654	91,314
GISC Coordinator	5,092	10,490	10,805	11,129	11,463
GISC Analyst	5,092	10,490	10,805	11,129	11,463
GISC Platform Administrator	4,558	9,389	9,670	9,961	10,259
GISC Developer	4,558	9,389	9,670	9,961	10,259
GISC Manager	4,558	9,389	9,670	9,961	10,259
PROGRAM STAFFING SUB-TOTAL	64,423	132,712	136,693	140,794	145,018
LAYER DEVELOPMENT					
Photogrammetric Mapping					
Rapid conversion					
Other					
LAYER DEVELOPMENT SUB-TOTAL					
HARDWARE					
GIS Workstation					
GIS Server					
Plotter/printer					
GIS Thin-client	1,500				
GIS Remote Access Service (RAS)	2,014	4,028	4,028	4,028	4,028
Other					
HARDWARE SUB-TOTAL	3,514	4,028	4,028	4,028	4,028
SOFTWARE					
ArcGIS Advanced (ESRI)					
ArcGIS Basic Licenses (ESRI)					
ArcGIS Server (ESRI)					
ArcGIS Online (Future consideration)					
GISC Shared Initiatives	1,824	3,648	3,648	3,648	3,648
Other					
SOFTWARE SUB-TOTAL	1,824	3,648	3,648	3,648	3,648
MAINTENANCE & LICENSES					
Hardware - GIS Workstation					
Hardware - GIS Server					
Hardware - Plotter/printer					
Software - ArcGIS Advanced (ESRI)		1,500	1,500	1,500	1,500
Software - ArcGIS Standard (ESRI)		700	700	700	700
Software - ArcGIS Basic Licenses (ESRI)					
Software -ArcGIS Server (ESRI)		250	250	250	250
Software -ArcGIS ArcPad (ESRI)					
Other -					
MAINTENANCE & LICENSES SUB-TOTAL		2,450	2,450	2,450	2,450
OTHER COSTS					
Supplies & Materials	500	500	500	500	500
Furniture & Fixtures	500				
GISC Initiation Fee	14,000				
Other					
OTHER COSTS SUB-TOTAL	15,000	500	500	500	500
TOTAL PROGRAM BUDGET	84,761	143,338	147,319	151,420	155,644

This budget has been prorated in the first year and represents an estimated November 4, 2014 start.

PROGRAM STAFFING (GISC Staffing model)

This is the staffing component of the budget. These services are provided by MGP, founding partner of the GIS Consortium (GISC). An annual contract is required with MGP for these services.

- Rates and allocations are negotiated annually by the GISC Board of Directors on behalf of all members.
- Your GISC allocation math is 69% based on 9.8 square miles which includes estimated service areas. The GISC allocation model requires community allocations to be a factor of 10% and no less than 20%. This budget is based on a 70% allocation. A GIS specialist will be assigned to your community 7-days every 2-weeks excluding paid-time-off, holidays, and enrichment.
- This is a 12-month budget projection and the staffing will be distributed throughout the year.

LAYER DEVELOPMENT

MGP staff will facilitate workshops with community departments to determine if the following items are needed for your GIS program. We encourage utilization of public and commercial products that are available at little or no cost. We do not anticipate any investment in the 1st year for these items. Staff may prioritize these in future years.

Base Mapping

- The Base Mapping program is a collaborative initiative to collect aerial photos and to produce planimetric mapping (building footprints, road surface, curbs features etc.), topography mapping (elevation model, 1 foot contours) and digital orthoimagery (photography). The mapping accuracy of these products is generally 1"=50'.

Rapid Conversion

- Rapid conversion is an option for off-shoring some of the larger dataset conversions particularly utilities. This item is generally utilized when there is no digital source and the data is being developed from paper.

HARDWARE

We are recommending the remote access service (RAS) model. This model allows the community to keep its investment in hardware (and software) to a minimum.

- With the RAS option the community is not required to purchase a GIS workstation or GIS server. The community replaces this equipment with a less expensive dual-monitor thin-client or personal computer.
- The thin-client accesses the shared GIS (RAS) Workstation across an adequate Internet connection. MGP can provide the minimum standard for this connection if the community selects this approach.
- The GIS (RAS) Workstation budget is based on the hours allocated to the GIS Specialist.

SOFTWARE

We are recommending the remote access service (RAS) model to again minimize community investment.

- With the RAS option the community is not required to purchase ArcGIS Advanced or ArcGIS Server.
- The community will use the web based MapOffice™ product in place of the local MapOffice™.
- MapOffice™ web access authentication will be established with the community Active Directory.
- GISC Shared Initiatives include the hosting of the public and community versions of MapOffice™, ESRI Business Analyst Online, ArcGIS extensions and other items that are shared by the GISC membership [See GISC Prospectus for complete list].

MAINTENANCE & LICENSES

This category provides costs for supporting hardware and software licenses and maintenance agreements.

- Software maintenance includes existing and new software purchases recommended in this budget.
- We have included maintenance for the Village's existing licenses of (1) ArcGIS Desktop Standard, (2) ArcGIS Desktop Basic single use, and (1) ArcGIS ArcPad.
- We did remove ArcGIS Desktop Publisher extension since there is a shared version available from the GIS Consortium.

OTHER EXPENSES

This section contains miscellaneous expenses associated with the GIS program.

- An allowance has been included for general supplies and materials.
- An allowance has been added to cover office furnishings if they do not already exist. The community is required to provide an adequate workplace with phone and Internet access.
- There are no annual membership dues for the GIS Consortium. There is a one-time membership initiation fee to join the GIS Consortium based on allocation level.

Village of Carol Stream
Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager
FROM: Robert J. Glees, Community Development Director *RJG*
DATE: April 1, 2015
RE: **Agenda Item for the Village Board Meeting of April 6, 2015**
Agreements for Professional Services – B&F Construction Code Services, Inc.

PURPOSE

The purpose of this memorandum is to request approval from the Village Board to execute an agreement with B&F Construction Code Services for permit plan reviews, plumbing inspections, commercial/industrial inspections and general code consulting services during FY15/16.

DISCUSSION

The Community Development Department uses B&F Construction Code Services to provide permit plan reviews and plumbing inspections on a regular basis as a part of our development services processes, and also commercial/industrial inspections and general consultant services on an as-needed basis to cover short-term staffing needs or ad hoc business development assistance. The Village has used B&F for these purposes for many years.

As we have done for the past seven years, we recently conducted a performance evaluation of B&F's work quality and process efficiency. We can report that the working relationship between B&F and Community Development staff continues to function at a high level. This is very important, as an efficient and predictable development approvals process is one of the Village's most effective economic development tools. With respect to the cost of services, we would note that B&F's fee schedule has not changed since 2003.

For the Village Board's benefit, we offer the following history of recent expenditures for building code consultant services.

B&F CONSULTANT SERVICES EXPENDITURES					
FY09/10	FY10/11	FY11/12	FY12/13	FY13/14	FY14/15*
\$66,462	\$67,297	\$72,122	\$100,235	\$88,149	\$56,624*

* As of March 25, 2015

We would note that the substantial jump in plan review activity during FY12/13 was due to the consultant being assigned Fire Code plan reviews, which previously were done by the Fire Protection District. Also, a significant amount of plumbing inspection work was done that year at the Fountain View Recreation Center, and we processed some large building permits, such as Caputo's. Last year and this year, we have had few large building permits. In addition, we now are able to perform more permit review work in-house rather than by consultant.

As we enter a new fiscal year, the Community Development Department needs to enter into new agreements for budgeted building consultant services. The current year's budget is \$105,000, and actual expenses will come in below that figure. We expect the lower level of consultant expenditure to continue during FY15/16; hence, the budgeted amount for consultant services in the Development Services Program was reduced to \$95,000.

RECOMMENDATION

Attached are an Independent Contractor's Agreement and proposals for consultant services from B&F Construction Code Services. Staff recommends that the Village Board authorize the Village Manager by motion to execute the attached Proposals for Professional Services and Independent Contractor's Agreement, and a purchase order with B&F Construction Code Services for consultant services during FY15/16.



VILLAGE OF CAROL STREAM

PROPOSAL

FOR

PROFESSIONAL SERVICES

BUILDING PLAN REVIEW

March 19, 2015

SUBMITTED TO:

Robert Glees
Community Development Department
Village of Carol Stream
500 North Gary Avenue
Carol Stream, Illinois 60188-1899

PROFESSIONAL SERVICES AGREEMENT

BUILDING PLAN REVIEW

Services Provided

B & F Construction Code Services, Inc. will provide plan review for all projects submitted for review. The reviews will be performed only on projects sent to B & F Construction Code Services, Inc. The submittal shall include a copy of the plan submittal form. This form indicates the type of reviews, which are requested. A copy of the form is provided.

All reviews include:

1. Unlimited reviews with no additional fee
2. Free shipping of plans to our office
3. First review in 9 business days
4. Second and additional reviews in 5 business days
5. Reports can be faxed or e-mailed
6. One meeting on the project with no fee
7. Unlimited telephone calls at no fee
8. All reviews are performed by employees of B & F Construction Code Services, Inc.

Fees

The fee for all reviews is shown on the attached fee sheet. This fee can be calculated before any plan review work has started.

The Village of Carol Stream or the permit applicant can be invoiced for the project. The projects will be invoiced after the first review is complete.

All B & F Construction Code Services, Inc. employees are covered by the following:

- A. Workers Compensation Insurance;
- B. General Liability Insurance underwritten by Western National.; and
- C. Professional Liability Insurance underwritten by Lloyd's of London

There is no contract for the plan review. The plan submittal form is considered the authorization to perform the work requested.

B & F CONSTRUCTION CODE SERVICES, INC.

2420 Vantage Drive • Elgin, IL 60124
Phone 847-428-7010 • Fax 847-428-3151

The following covers all B & F Construction Code Services, Inc. employees:

- A. Workers Compensation Insurance;
- B. General Liability Insurance underwritten by Western National; and
- C. Professional Liability Insurance underwritten by Lloyd's of London

Accepted By	_____	Accepted By	<u>Kenneth Garrett</u>
Please Print	_____	Please Print	<u>KENNETH GARRETT</u>
Title	_____	Title	<u>VICE-PRESIDENT</u>
Date	_____	Date	<u>3-19-15</u>



VILLAGE OF CAROL STREAM
PROPOSAL
FOR
CODE CONSULTING SERVICES

March 19, 2015

SUBMITTED TO:

Robert Glees
Community Development Department
Village of Carol Stream
500 North Gary Avenue
Carol Stream Illinois, Illinois 60188-1899

**PROFESSIONAL SERVICES AGREEMENT
CODE CONSULTING SERVICES**

Services Provided

B & F Construction Code Services, Inc. will provide code consulting services for items pertaining to code requirements via the International Code Council (ICC) series of code books and local amendments.

Code Consulting shall consist of the following:

1. Interpret the intent of the ICC codes and the Village of Carol Stream amendments.
2. Provide recommendations to the Director of Community Development on code changes and updates on a continuous basis.
3. Respond to code questions and interpretations from design professionals, contractors, owners and the Village of Carol Stream.
4. Provide written interpretations of code requirements as directed by the Director of Community Development.
5. Attend meetings as requested by the Village.
6. If requested by the Village provide, office time to assist in administration of the department and/or coordinate building code meetings and render interpretations.
7. Provide other responsibilities as directed by the Village of Carol Stream.

Fees

Option A

The Village of Carol Stream shall reimburse B & F Construction Code Services, Inc. in the minimum monthly amount of \$1,000.00. Monthly hours exceeding ten hours shall be invoiced at the rate of \$80.00 per hour.

Option B

The Village of Carol Stream shall reimburse B & F Construction Code Services, Inc. in the amount of \$100.00 per hour. Invoicing shall be calculated in increments of quarter hours. There is no minimum amount we will invoice for actual time based on fifteen-minute increments.

When signing below indicate the option chosen for this proposal.

B & F CONSTRUCTION CODE SERVICES, INC.

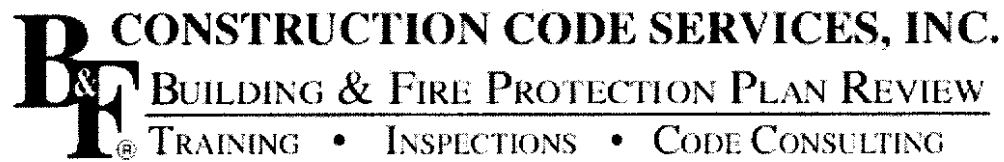
2420 Vantage Drive • Elgin, IL 60124
Phone 847-428-7010 • Fax 847-428-3151

The Village of Carol Stream shall agree not to attempt to hire any of B & F Construction Code Services, Inc., officers, employees, agents, or consultants for a period of one year after the individual is no longer employed by B & F Construction Code Services, Inc.

The following covers all B & F Construction Code Services, Inc., employees:

- A. Workers Compensation Insurance;
- B. General Liability Insurance underwritten by Western National; and
- C. Professional Liability Insurance underwritten by Lloyd's of London

Accepted By	_____	Accepted By	<u>Kenneth Garrett</u>
Please Print	_____	Please Print	<u>KENNETH GARRETT</u>
Title	_____	Title	<u>VICE-PRESIDENT</u>
Date	_____	Date	<u>3-19-15</u>



VILLAGE OF CAROL STREAM, IL

PROPOSAL

FOR

PLUMBING INSPECTION SERVICES

March 19, 2015

SUBMITTED TO:

Robert Glees
Community Development Director
Village of Carol Stream
500 N. Gary Avenue
Carol Stream, IL 60188-1899

PROFESSIONAL SERVICES AGREEMENT

PLUMBING INSPECTIONS

Services Provided

B & F Construction Code Services, Inc. will provide one State of Illinois licensed Plumbing Inspector to perform residential and commercial plumbing inspections within the limits of the Village of Carol Stream.

Each inspector shall have proper inspection equipment to conduct inspections as required. Equipment shall include a clipboard, flashlight, thermometer, tape measure and other equipment as determined to provide a quality inspection.

Each inspector shall utilize B & F Construction Code Services, Inc. three-part carbonless forms or forms acceptable to the Village of Carol Stream. A copy of the inspection report shall be left at the job site with a copy sent to the Municipality and a copy for ourselves.

The inspector shall utilize a B & F Construction Code Services, Inc. company vehicle to conduct inspections.

Inspections shall be scheduled via fax to our office no later than 4:00 P.M. the day before the inspection is to be conducted. Inspection hours shall be conducted as agreed upon between the Village of Carol Stream and B & F Construction Code Services, Inc.

The inspector will be available during the hours designated above to perform inspections as assigned. The Plumbing Inspector will inspect plumbing items only. The inspectors will not perform fire alarm, fire protection, engineering, or other types of inspections or services outside his/her area of qualification.

The Village of Carol Stream shall agree not to attempt to hire any of B & F Construction Code Services, Inc. officers, employees, agents, or consultants for a period of one (1) year after the individual is no longer employed by B&F Construction Code Services, Inc.

Plumbing Inspections, meetings and/or small plan reviews are invoiced on an hourly rate at eighty dollars (\$80.00) per hour plus one-way travel time.

B & F CONSTRUCTION CODE SERVICES, INC.

2420 Vantage Drive • Elgin, IL 60124
Phone 847-428-7010 • Fax 847-428-3151



VILLAGE OF CAROL STREAM, IL

PROPOSAL

FOR

INSPECTION SERVICES

March 19, 2015

SUBMITTED TO:

Robert Glees
Community Development Department
Village of Carol Stream
500 N. Gary Avenue
Carol Stream, IL 60188-1899

PROFESSIONAL SERVICES AGREEMENT
BUILDING, MECHANICAL, AND ELECTRICAL INSPECTIONS

Services Provided

B & F Construction Code Services, Inc. will provide one ICC Certified Inspector to perform commercial/industrial building, mechanical and electrical inspections within the limits of the Village of Carol Stream in the afternoons on Monday, Wednesday and Friday.

The inspector shall have proper inspection equipment to conduct inspections as required. Equipment shall include a clipboard, flashlight, electrical tester, tape measure and other equipment as determined to provide a quality inspection.

The inspector shall utilize forms acceptable to the Village of Carol Stream. These forms are three-part carbonless forms. A copy of the inspection report shall be left at the job site with a copy sent to the Municipality and a copy for ourselves.

The inspector shall utilize a B & F Construction Code Services, Inc. company vehicle to conduct inspections.

Inspection hours shall be conducted as agreed upon between the Village of Carol Stream and B & F Construction Code Services, Inc.

Inspections shall be billed at an hourly rate of \$80.00 per hour per inspector plus one-way travel time. The minimum number of hours billed per day shall be 2-hours regardless of the number of inspections and including travel time. Travel time will only be charged if the inspector works less than an 8-hour day.

The inspector will be available during the hours designated above to perform inspections as assigned. The Inspector will not perform fire alarm, fire protection, engineering, or other types of inspections or services outside his/her area of qualification.

The Village of Carol Stream shall agree not to attempt to hire any of B & F Construction Code Services, Inc. officers, employees, agents, or consultants for a period of one year after the individual is no longer employed by B & F Construction Code Services, Inc.

B, M, E Inspections
Village of Carol Stream
March 17, 2015
Page 3 of 3

The following covers all B & F Construction Code Services, Inc., employees:

- A. Workers Compensation Insurance;
- B. General Liability Insurance underwritten by Western National; and
- C. Professional Liability Insurance underwritten by Lloyd's of London

Accepted By _____	Accepted By <u>Kenneth Garrett</u>
Please Print _____	Please Print <u>KENNETH GARRETT</u>
Title _____	Title <u>VICE-PRESIDENT</u>
Date _____	Date <u>3-19-15</u>

INDEPENDENT CONTRACTOR'S AGREEMENT

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

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

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

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

Public Body shall request an extension so as to comply with the Act. In the event that the Public Body is found to have not complied with the Freedom of Information Act, based upon Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorney fees and penalties.

5. To furnish any affidavit or certificate, in connection with the work covered by this agreement as provided by law.
6. To indemnify "Second Party" for any loss it may sustain by theft or other cause from the acts or negligence of the employees of the "First Party" or of the subcontractors.
7. To the extent required by law, Contractor agrees to comply with the provisions of the Employment of Illinois Workers on Public Works Act ("Act"). In the event the Contractor is found to have not complied with the Act, then Contractor shall indemnify and hold Public Body harmless and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

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

This agreement shall be in effect from the ___ day of _____ 20__ until the ___ day of _____, 20__ inclusive.

IN WITNESS WHEREOF, THE PARTIES have executed this agreement this ___ day of 20__.

FIRST PARTY:

CONTRACTOR BLF CONSTRUCTION COPY SERVICES

SIGNED Kenneth Garrett

BY: KENNETH GARRETT

TITLE: VICE-PRESIDENT

SECOND PARTY:

VILLAGE OF CAROL STREAM

SIGNED: _____

BY: _____

TITLE: _____

INSURANCE

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

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

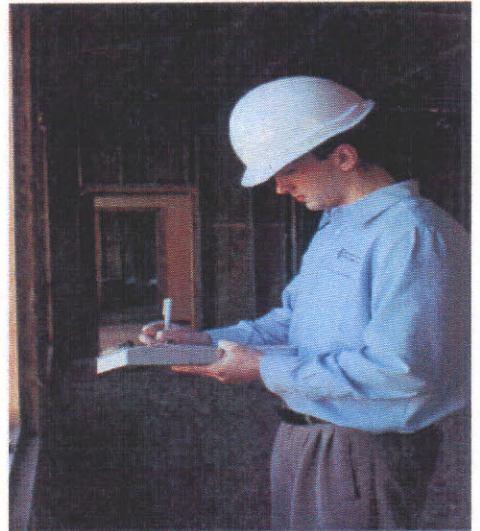
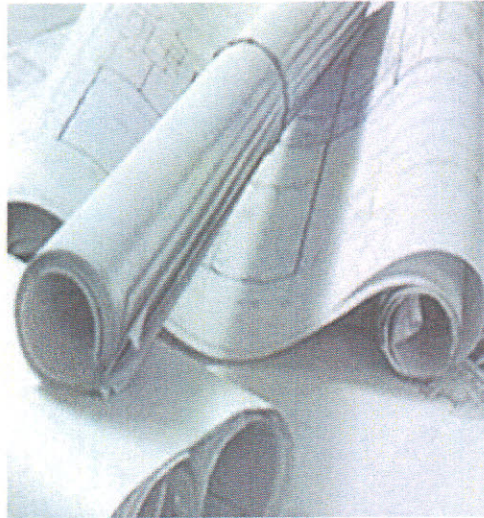
NOTE: It is also required that the Contractor's insurer be subject to approval by the Village.

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

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

The Contractor agrees that in all insurance coverages obtained in compliance with the indemnity provisions of this contract the Village shall be named as additional named insured on the comprehensive general liability and automobile liability policies in an ISO approved policy form and that such certificate of insurance shall contain no provision limiting carrier's liability for failure to give insured parties at least 30 days written notice of cancellation of such policy.

B&F CONSTRUCTION CODE SERVICES, INC.
BUILDING & FIRE PROTECTION PLAN REVIEW
TRAINING • INSPECTIONS • CODE CONSULTING



Plan Review

Inspections

Training

Code Consulting

System Testing

Fire Protection

Code Adoption

System Analysis

Accessibility

Safety Training

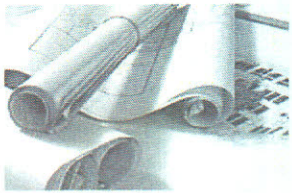


SERVICES & FEE SCHEDULE

B & F Construction Code Services, Inc.

B & F Construction Code Services, Inc. provides complete Plan Review Services for Municipal building departments nationwide. Plan reviews are based on model building codes including the **International Code Series**, BOCA, UBC, SBCCI, CABO, NEC, NFPA, Life Safety, your local amendments, and accessibility requirements.

For **Building, Plumbing, Mechanical, Electrical, Energy Conservation, and Fire Suppression and Detection** systems, you can count on professional, accurate, and time-saving service by a staff committed to excellence.



Plan reviews identify areas of noncompliance (arranged numerically) including the code and section referenced, and informs your office of compliance or noncompliance with applicable codes and standards.

First plan reviews are completed within 9 business days of receipt; additional reviews completed within 5 business days of receipt. Free telephone consultation for all projects, all disciplines and all parties involved is included. Priority Express plan review service is available for time-sensitive projects.

Additional Benefits

One Fee Per Project Discipline. Each project is invoiced for the first review only. Subsequent reviews for the same project discipline are performed at no additional charge. This means from beginning to end, you know what the total cost will be. No surprises. No "extras."

Free Federal Express Shipping of your plans and specifications to our office is provided for all municipal building departments. Nationwide, your documents reach us next day – at no cost to you.

Fast Turnaround Service of your plan review. First reviews are completed and in your office within 9 business days of receipt. Additional reviews are completed within 5 business days.

Priority Express Review Service is available for projects requiring an expedited review and is completed within 3 business days (additional fee required).

Choose the Billing Method that best suits your municipality. We will bill directly to the municipality or other responsible party as designated.

B & F Construction Code Services, Inc.

2420 Vantage Drive • Elgin, IL 60124

P.O. Box 5178 • Elgin, IL 60121

Phone: 847-428-7010 • Fax: 847-428-3151 • Toll Free 800-232-5523

www.bfccs.org • bfccs@bfccs.org

Why More Municipalities Choose B & F Construction Code...

NATIONWIDE

- We know the codes.
- We include your local ordinances.
- We're here when you need us.
- Fast, accurate, reliable service.
- No hidden costs. No "extras."
- We answer your questions.
- No project too big or complex.
- We are fully insured & insure you
- Proven knowledge of experience.
- We provide the services you want
- Our reputation.
- We're Here to Help.

- International Code Series
- BOCA ® National Codes
- Uniform Codes
- Standard Codes
- National Electric Code
- National Fire Code
- Accessibility Codes
- CABO One & Two Family Dwelling Code
- State Codes/Amendments
- Local Ordinances

Plan Review Fee Schedule

Building Size	Building Review	Building Plumbing & Mechanical	Building Plumbing Mechanical & Electrical
Up to 60,000 Cubic Ft.	\$347.75	\$ 522.16	\$ 695.50
60,001 to 80,000 Cubic Ft.	\$428.00	\$ 642.00	\$ 856.00
80,000 to 100,000 Cubic Ft.	\$547.70	\$ 818.55	\$1,091.40
100,001 to 150,000 Cubic Ft.	\$625.95	\$ 938.93	\$1,251.90
150,001 to 200,000 Cubic Ft.	\$711.55	\$1,067.33	\$1,423.10
Over 200,000 Cubic Ft.	\$838.00 + 8.00 (per 10,000 Cu. Ft.)	Building Fee x 1.5	Building Fee x 2.0

Footing and Foundation.....25% of Building Review (Minimum \$300.00)

Commercial/Industrial Zoning.....120.00 per 20,000 square feet of site area

One and Two Single Family Dwellings

Up to 3,000 square feet (including basement).....	450.00 per Dwelling Unit
Up to 3,000 square feet (including basement and zoning).....	525.00 per Dwelling Unit
Over 3,000 square feet (including basement).....	.15 per Dwelling Unit
Over 3,000 square feet (including basement and zoning)175 per Square Foot
Elevator Plan Review.....	300.00 per Elevator Bank
Hood & Duct Plan Review (Type 1)	300.00 per System
Hood & Duct Plan Review (Type 2)	200.00 per System
Spray Booth Plan Review	300.00 per Booth
Miscellaneous Plan Review	150.00 per Hour (Min. 300.00)
In-Ground Pool Plan Review.....	450.00 per Pool
NFPA 101 Plan Review	25% of Building Review (min. 300.00)
Priority Express Plan Review	x 2.5 of Base Plan Review
HPM, High Hazard, Processing Piping	x 1.5 of Base Plan Review
Fire Code.....	50% of Review
Energy Code.....	50% of Review

Fire Suppression & Detection Systems

Fire Suppression Systems

(Includes fire pump, hose stations and standpipes)

Hydraulically Calculated

Number of Sprinklers

Up to 100	\$392.34
101 to 200	\$494.34
201 to 300	\$601.34
301 to 500	\$708.34
Over 500	\$815.34 + 1.00 each

Pipe Schedule (see Miscellaneous Plan Review)

Alternate Fire Protection Systems

Carbon Dioxide,

Clean Agent Systems \$112.35 to 105 lbs.
(.80 each pound over)

Fire Detection \$149.80 First 15,000 sq. ft.
And Alarm System (Prorated every 15,000 sq. ft.
Thereafter.)

Dry Chemical \$328.00 + alarm fees

Special Services

Code Writing and Adoption Assistance

Fee based on individual project.

Water Flow/Backflow/Hydrant Flushing

Device Testing

Fee based on quantity and size.

Safety Training and Disaster Plans

Fee based on individual project.

Estimates upon request.

Building Department Analysis

Fee based on services needed.

Inspections

From footings to occupancy, or anywhere between, we inspect Building, Plumbing, Mechanical, Electrical, Fire Protection and Detection systems for new and existing construction of commercial, industrial and single-family homes. Inspections are based on the adopted code(s) of the municipality, including local amendments and standard industry practices.

Inspections may be scheduled directly with office by phone or fax. We provide our own easily identifiable vehicles and uniformed inspectors.

New and Existing Commercial Construction

Based on Building Square Footage

Building	.14 per square foot
Mechanical	.04 per square foot
Electrical	.04 per square foot
Plumbing	.04 per square foot
Energy	.02 per square foot
(Special Systems Additional)	

Hourly and per inspection rates available.
Call for details.

Residential Subdivisions

Call for Quote

Sprinkler Systems

First Riser	\$300.00
Additional Risers	\$100.00
Fire Pump Test	\$300.00
Hydrostatic Test	\$300.00

Fee based on number of risers and zones.
Estimates upon request.

Hydrant Water Flow Test

Test within 25 miles	\$300.00
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Fire Alarm System

First 6 Zones	\$325.00
Each additional 6 Zones	\$225.00

Addressable Systems

Fee Based on Building Layout
Call for Quote

Door Pressure & Duct Blaster Testing

within 25 miles	\$300.00
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Building & Fire Code Academy

Welcome to new educational opportunities offered by the Building & Fire Code Academy. The Building & Fire Code Academy (BFCA), provides comprehensive and practical education in the application, implementation and enforcement of building and fire codes for construction industry professionals nationwide. Our programs benefit thousands of building and fire officials, inspectors, design professionals, contractors and developers across the country. The Building & Fire Code Academy has established the first of its kind facility dedicated to providing continuing educational opportunities to construction industry professionals. The Building & Fire Code Academy instructors conduct on-site, open registration and private continuing education training. On-site and open registration courses are scheduled throughout the year and announced by direct mail, trade associations, fax and our Web site. Registrations are completed directly with our office.

Providing comprehensive and practical education in the application, implementation and enforcement of building and fire codes for construction industry professionals nationwide.

Call us to schedule your on-site training class. Choose from our standard course offerings or request topics customized to suit the specific educational needs of your organization. We can show you how even small groups can benefit, or tell us you want to be on our mailing list.



The Building & Fire Code Academy has been approved as an Authorized Provider by the International Association for Continuing Education and Training (IACET), 8405 Greensboro Drive, Suite 800, McLean, VA 22102. In obtaining this approval, the Building & Fire Code Academy has demonstrated that it complies with the ANSI/IACET Standards which are widely recognized as standards of good practice internationally.

As a result of their Authorized Provider membership status, the BFCA is authorized to offer IACET Continuing Education Units (CEUs) for its programs that qualify under the ANSI/IACET Standards.

The BFCA is additionally an Illinois Workforce Development System approved training provider and an American Institute of Architects Continuing Education System (AIA/CES) Registered Provider. Architects completing Academy classes earn Learning Units (Lus). HSW (Health, Safety, and Welfare) credit may also be available. Other measures of accomplishment include contact, clock, or class hours



Building & Fire Code Academy

2420 Vantage Drive • Elgin, IL 60124

Phone: 847-428-2951 • Fax: 847-428-2911 • Toll Free: 800-488-7057

www.bfcacademy.com • bfca@bfcacademy.com

Building Better With our Greatest Resource...Education®

Village of Carol Stream H-6 4-6-15
Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager
FROM: Robert J. Glees, Community Development Director *RJG*
DATE: April 1, 2015
RE: **Agenda Item for the Village Board Meeting of April 6, 2015
Employee Leasing Agreement with GovTempsUSA for Property
Maintenance Inspector**

PURPOSE

The purpose of this memorandum is to request from the Village Board approval of the referenced agreement.

DISCUSSION

For the past three years, Community Development has performed enhanced Property Maintenance Code enforcement activities using consultant services as a proactive initiative to address property maintenance concerns in the residential neighborhoods. For the first two years, this initiative was performed on a seasonal basis (20 weeks per year). Last year, the part-time Property Maintenance Inspector's time was expanded to the full year, and the scope of inspections was increased to cover all properties in Carol Stream, not just single-family residential. This year, we are recommending a return to the seasonal schedule as employed in past years, but the scope of inspections will continue to include all properties in Carol Stream. The Property Maintenance Inspector would work on a part-time basis, 20 hours per week, from May through November.

Attached is an *Employee Leasing Agreement* with GovTempsUSA, the temporary staffing firm which has provided staff to Community Development, Administration and Engineering Services during the past three years. The employee who will fill the position during FY15/16 is the same as was used during the past two years, and his performance has been excellent; hence, the hourly rate (\$28.84 per hour) for the part-time contract employee includes a 3% pay increase. Staff has reviewed the particulars of the agreement and we find it acceptable.

RECOMMENDATION

Staff recommends that the Village Board by motion authorize the Village Manager to execute the attached *Employee Leasing Agreement* and a purchase order with GovTempsUSA in the amount of \$28.84 per hour with a budgeted amount of \$16,000.00.

RJG:bg

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EMPLOYEE LEASING AGREEMENT

THIS EMPLOYEE LEASING AGREEMENT (this "Agreement") is made this 1st day of May, 2015 ("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's own account in accordance with federal and Illinois law and GovTemps's 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 City 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 for employment with the Municipality. Should the Worksite Employee be absent from work for whatever reason, the Municipality 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 May 1, 2015 and shall continue in effect thereafter for a period of seven (7) month(s), unless extended for up to eight additional weeks 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 6 NON-SOLICITATION

Section 6.01. Non-Solicitation. The Municipality acknowledges GovTemp's 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's 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's provision of Worksite Employee to the Municipality, and contains all of the terms, conditions, covenants, stipulations, understandings and provisions agreed upon by the Parties. This Agreement supersedes and takes precedence over all proposals, memorandum agreements, tentative agreements, and oral agreements between the Parties, made prior to and including the date hereof, and not specifically identified and incorporated in writing into this Agreement. No agent or representative of either Party hereto has authority to make, and the Parties shall not be bound by or liable for, any statement, representation, promise, or agreement not specifically set forth in this Agreement.

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

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

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

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

If to GovTemps:	GOVTEMPSUSA, LLC 650 Dundee Road, Suite 270 Northbrook, Illinois 60062 Attention: Joellen C. Earl Telephone: 847-380-3240 Facsimile: 866-803-1500
-----------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------

If to the Municipality:	Village of Carol Stream 500 North Gary Avenue Carol Stream, IL 60188 Attention: Joseph Breinig Telephone: 630-871-6250 Facsimile: 630-665-1064
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Section 8.09. Section Headings. Section and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

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


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

Section 8.12. Confidentiality. Each Party shall protect the confidentiality of the other's records and information and shall not disclose confidential information without the prior written consent of the other Party. Each Party shall reasonably cooperate with the other Party regarding any Freedom of Information Act (FOIA) request calling for production of documents related to this Agreement.

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

MUNICIPALITY
Village of Carol Stream

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

EXHIBIT A
Worksite Employee and Base Compensation

WORKSITE EMPLOYEE: Edward Herzog

POSITION/ASSIGNMENT: Seasonal Property Maintenance Inspector

BASE COMPENSATION: \$28.84 per hour for hours worked, based on a twenty

(20) hour work week (\$576.80 per week). Standard hours will be paid unless

the Village reports otherwise to GovTempsUSA, LLC via email at

payroll@govtempusa.com on the Monday after the prior work week. Any change to

standard hours should be reported on the Monday after the prior work week by the

close of business. Agreement is for seven (7) months – May 1, 2015 through

November 31, 2015. Worksite Employee may leave assignment by providing thirty

(30) days written notice.

GOVTEMPSUSA, INC.:

MUNICIPALITY:

By: 

By: _____

Date: March 26, 2015

Date: _____

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

EXHIBIT B
Summary of Benefits

Not applicable.

Village of Carol Stream
Interdepartmental Memorandum

MEMO TO: Joe Breinig, Village Manager
FROM: Tia Messino, Management Analyst
DATE: March 31, 2015
SUBJECT: Motion to Approve Purchase of Trees for Spring Planting – St. Aubin Nursery

In October 2007 the Village entered into an agreement with St. Aubin Nursery to grow and harvest trees for planting in Village parkways. The agreement has since been amended by the Board on three occasions to better meet the Village's financial and planting needs.

We are now preparing for Spring harvesting and planting of three-hundred and fifty (350) trees provided for in the 2016 fiscal year budget. St. Aubin has provided the attached list of trees to be harvested for the cost of \$59,500.00 in accordance with Amendment #3 of the Agreement as approved by the Village Board on January 20, 2015 (copy of staff memo and agreement attached for reference).

It is recommended that the Village Board approve a Motion for the purchase of 350 trees from St. Aubin Nursery in the amount of \$59,500.00.

Attachments

Eugene A. de St. Aubin & Bros., Inc.

St. Aubin Nursery

35445 Irene Rd., Kirkland, IL 60146
 Phone: (815) 522-3535 Fax: (815) 522-6663
 E-mail: info@staubin.com www.StAubin.com

No 20358

BILLING

ORDER

ACKNOWLEDGEMENT

QUOTATION

Carol Stream

DATE ORDERED: _____
 DATE REQUIRED: SPRING 2015
 JOB NAME: _____
 P.O. NO.: _____
 PHONE: _____
 TERMS: _____
 SALESMAN: _____

TMESSINO@carolstream.org

	DESCRIPTION	PRICE		PLANT AMOUNT
50	Sugar Maple			
50	Chanticleer Pear			
25 50 ¹⁰	River Birch			
50	SKYLINE Honeylocust			
580	15 English OAK			
25	Valley Forge Elm			
25	Kentucky Coffee			
35	Greenspire Linden			
	ADD ON'S			
25	Armstrong Maple		Columnar for tight	
15	Chinkapin oak			
10	SILVER LINDEN			
15	Autumn Blaze Pear	mature	18' x 15' WIDE	
10	PINK SPARKLES CRAB	mature	16' x	
15	Aristocrat Pear			
350				
300	TOTAL			

Any special order material or special dug material cannot be canceled. Any other material that is accepted for return will be assessed a 15% HANDLING CHARGE. There will be no refunds or exchange after 3 days.

Fees are guaranteed to be true to name and alive at time of shipping. No other warranty or guarantee expressed or implied is given unless otherwise put in writing. In no case will any damage exceed the original sales price.

Owner to carry fire, wind, tornado and other necessary insurance to cover any work. Any claims must be made in writing within 24 hours of receiving.

We and all subcontractors, guarantees, and discounts become null and void if account becomes delinquent. We are not responsible for damage done by fires, strikes, or acts of any equipment doing work on customer's property. Customer responsible for any utility damages.

In the event that it becomes necessary for our firm to file suit or defend a suit, the undersigned agrees that such suit may be brought in county of seller's choice and seller shall be entitled to collection costs, court costs, and attorney's fees and interest at the rate of 1-1/2% per month (19.56% PER ANNUM) on all amounts due and payable.

BY: _____
 DATE: _____

Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager

FROM: Philip J. Modaff, Director of Public Works

DATE: January 13, 2015

RE: Recommendation to Approve Amendment No. 3 to the Harvesting Agreement with St. Aubin Nursery

In 2007 the Emerald Ash Borer (EAB) was discovered in Carol Stream. In the ensuing months staff presented the Village Board with the potential impact of damage to the parkway tree inventory and options for responding to the impending crisis. As a result the Village set aside \$2.25 million for the removal and replacement of approximately 2,200 parkway Ash trees.

As part of the preparation for the loss of parkway trees to EAB the Village entered into a harvesting agreement with St. Aubin Nursery in Kirkland, IL in November 2007 (copy attached). The agreement provided that St. Aubin would plant and grow 2,000 trees specifically for Carol Stream until such time as they were ready for transplanting in the Village's parkways. Planting of the trees was staggered over a four-year period starting in 2008 in anticipation of a steady decline of parkway trees due to EAB and the subsequent removal and replacement over a period of four years from 2012 - 2015. The agreement further provided that the Village would pay St. Aubin a total of \$340,000 in equal annual payments starting in 2008 and ending in 2015.

At the Village's request due to the recession, the Village and St. Aubin approved Amendment No. 1 in December 2009 (copy attached) which extended the term of the agreement by another two years. This would allow the Village to reduce its annual financial commitment and would also spread out delivery of trees to 2017 by decreasing the delivery from 500 per year to between 300 and 350.

Beginning in the summer of 2010 the rate of decline of Ash trees increased dramatically. By 2012 over 1,300 trees had been damaged badly enough by EAB that they had to be removed. The terms of the harvesting agreement only allowed for annual delivery of 340 replacement trees, meaning removals were far outpacing replacement. It was also becoming apparent that the number of Ash trees that would require replacement would exceed the original agreement amount and would approach nearly 2,800. Anticipating a similar rate of decline in 2013, as well as the need for replacement of other (non-EAB) parkway trees, the Village and St. Aubin approved Amendment No. 2 in April 2013 (copy attached) to meet the Village's needs by agreeing to provide a total of 2,400 trees over the next two years.

This required the acceleration of delivery and the addition of another 740 trees to the agreement which St. Aubin agreed to provide at the original unit price of \$170.00 per tree.

With the recent completion of 2014 Fall tree planting we have now exhausted the 2,400 trees guaranteed under Amendment No. 2 of the agreement with St. Aubin. Staff recently visited the nursery and requested that the owner consider a third amendment to the agreement to provide an additional 800 trees over the next two years while holding the unit price (\$170/tree). St. Aubin has submitted the attached letter agreeing to the Village's proposed terms via Amendment Number 3 to the agreement.

Staff has developed a plan to replace EAB and non-EAB trees in the next two years and determined that approximately 500 trees will be needed in the coming fiscal year and another 300 will be needed in FY17. By the end of FY17 we anticipate replacement of Ash trees will be nearly complete, with perhaps just another 50 needed in FY18.

Therefore, staff requests that the Village Board approve Amendment No. 3 to the Tree Harvesting Agreement between the Village of Carol Stream and St. Aubin Nursery dated October 15, 2007 and as amended on December 21, 2009 and March 4, 2013. Staff will return to the Village Board for specific purchasing approval in each of the upcoming planting seasons in 2015 and 2016.

Attachments

**AMENDMENT NO. 3 TO THE TREE HARVESTING AGREEMENT
BETWEEN THE VILLAGE OF CAROL STREAM AND
EUGENE A. de ST. AUBIN & BRO. INC (ST. AUBIN)**

This AMENDMENT made and entered into this 5th day of January, 2015, to the Agreement for Tree Harvesting dated October 15, 2007, as amended on December 21, 2009 and amended on March 4, 2013, between the Village of Carol Stream, Illinois (hereinafter "Village"), whose address for any formal notice is 124 Gerzevske Lane, Carol Stream, IL 60188, and Eugene de St. Aubin & Bro. Inc. (hereinafter "St. Aubin") whose address for any formal notice is 35445 Irene Road, Kirkland, IL 60146.

1. Paragraph 4 is hereby deleted in its entirety and replaced with the following Paragraph 4:

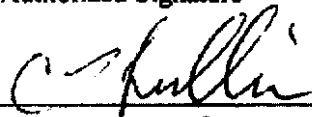
"4. HARVESTING – During the 2015 and 2016 planting seasons (Spring and Fall), St. Aubin will harvest a total of eight-hundred (800) trees for use by the Village. The Village and St. Aubin will agree on a suitable diverse tree listing for each seasonal harvesting. All trees harvested will be at least two inches (2") diameter, and will be dug, balled and bagged in accordance with the standards and specifications established in the Illinois Nurserymen Standards or as otherwise mutually agreed to by the parties. Delivery and planting of trees are not included in the scope of the agreement."

2. Paragraph 7 – Cost/Payment is hereby deleted in its entirety and replaced with the following Paragraph 7:

"7. Cost/Payment – the Village shall pay to St. Aubin the sum of \$170.00 per tree harvested."

Both parties indicate their approval of this Amendment No. 3 to the Agreement by their signatures below:

FOR ST. AUBIN:
Authorized Signature



Name: Todd Sullivan

Title: Pres

Date: Jan 5, 2014

FOR THE VILLAGE:
Authorized Signature

Frank Saverino
Mayor

Beth Melody
Village Clerk

Date

**AMENDMENT NO. 3 TO THE TREE HARVESTING AGREEMENT
BETWEEN THE VILLAGE OF CAROL STREAM AND
EUGENE A. de ST. AUBIN & BRO. INC (ST. AUBIN)**

This AMENDMENT made and entered into this 5th day of January, 2015, to the Agreement for Tree Harvesting dated October 15, 2007, as amended on December 21, 2009 and amended on March 4, 2013, between the Village of Carol Stream, Illinois (hereinafter "Village"), whose address for any formal notice is 124 Gerzevske Lane, Carol Stream, IL 60188, and Eugene de St. Aubin & Bro. Inc. (hereinafter "St. Aubin") whose address for any formal notice is 35445 Irene Road, Kirkland, IL 60146.

1. Paragraph 4 is hereby deleted in its entirety and replaced with the following Paragraph 4:

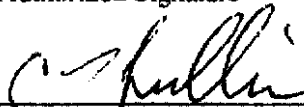
"4. HARVESTING – During the 2015 and 2016 planting seasons (Spring and Fall), St. Aubin will harvest a total of eight-hundred (800) trees for use by the Village. The Village and St. Aubin will agree on a suitable diverse tree listing for each seasonal harvesting. All trees harvested will be at least two inches (2") diameter, and will be dug, balled and bagged in accordance with the standards and specifications established in the Illinois Nurserymen Standards or as otherwise mutually agreed to by the parties. Delivery and planting of trees are not included in the scope of the agreement."

2. Paragraph 7 – Cost/Payment is hereby deleted in its entirety and replaced with the following Paragraph 7:

"7. Cost/Payment – the Village shall pay to St. Aubin the sum of \$170.00 per tree harvested."

Both parties indicate their approval of this Amendment No. 3 to the Agreement by their signatures below:

FOR ST. AUBIN:
Authorized Signature



Name: Todd Sullivan

Title: Pres

Date: Jan 5, 2014

FOR THE VILLAGE:
Authorized Signature

Frank Saverino
Mayor

Beth Melody
Village Clerk

Date

AGENDA ITEM

Village of Carol Stream **G-5 11-19-07**
Interdepartmental Memo

TO: Joe Breinig, Village Manager
FROM: Matthew R. York, Administrative Analyst *MY*
DATE: November 12, 2007
RE: Staff recommends the waiver of bids and the award of the Tree Purchasing contract to St Aubin Nursery for 150 trees a year for the next four years for a total cost of \$131,400

In July 2007, the Village changed the Parkway Tree Program to the Village paying 100% of the cost of parkway trees. In making the change in policy, the Village is also becoming more aggressive in replacing trees in Village parkways.

In October, the Village signed a Tree Harvesting Agreement with St Aubin Nursery to provide 500 trees a year for the Parkway Tree Program. These trees will not be available for planting in the Village until 2013. During the interim period, staff would like to enter into a purchasing agreement with St Aubin.

This agreement will allow the Village of Carol Stream to select 150 trees a year from St Aubin's stock to be planted in Village parkways. There are currently 38 different species in their nursery. The cost of the tree would be \$219 per tree, which includes delivery, planting, and a one-year warranty. The \$219 a tree is a locked in cost for the 4-year duration of the agreement. During the most recent planting, the average cost of a tree was \$223.

Staff recommends that the Village Board waive formal bidding and approve a four (4) year agreement with St Aubin Nursery to purchase 150 trees at a yearly cost of \$32,850, and a total contract cost of not to exceed \$131,400.

Tree Harvesting Agreement

This agreement made and entered into this 10th day of October 2007 by and between the Village of Carol Stream, an Illinois Municipal Corporation (Village) and Eugene A. de St. Aubin & Son, Inc (St. Aubin's):

WITNESSETH:

WHEREAS, the village is desirous of insuring the availability of replacement trees for future planting in the village which may become necessary as a result of existent diseases affecting trees in our area; and

WHEREAS, St. Aubin's is desirous of planting a designated amount of tree liners each year for a four (4) year period in area on St. Aubin's property to be exclusively dedicated for planting for the Village's need and harvesting and selling said trees to the village; and

WHEREAS, the Village and St. Aubin's deem it necessary and appropriate to establish and set forth all the terms and conditions of said planting, harvesting and sale.

NOW, THEREFORE for good and valuable consideration, it is hereby agreed by and between the parties hereto as follows:

1. **PLANTING-** St. Aubin's will plant five-hundred (500) trees annually in the form of tree liners for a period of (4) four years commencing in 2008 (the planting year). The type of trees and quantities of same totaling five-hundred (500) shall be as requested by the Village, with the advice of St. Aubin's, and after a determination of availability. Village shall endeavor to choose varieties by September 1st for the following years' plantings.
2. **LOCATION/OWNERSHIP-** The Village will be assigned a designated plot of land on St. Aubin's property that St. Aubin will plant, cultivate and harvest the two thousand (2,000) trees to be purchased under the terms of this contract. Once planted, the trees will become the property of the Village and shall not be subject to attachment by any creditor of St. Aubin's or made available for any user other than the Village.
3. **MAINTENANCE-** St. Aubin's will provide professional nurserymen for the purpose of maintaining all care, pruning and other required maintenance until such time as the trees are harvested. The care rendered shall be in accordance with American Standard for Nursery Stock (ANSI Z26.01-2004). Required maintenance shall include a drip irrigation system. Maintenance cost is inclusive in paragraph 7.

4. **HARVESTING-** Commencing in the year 2012, and continuing through 2015 (the harvesting years) St. Aubin's will harvest five-hundred(500) trees annually thereafter until such time as all two thousand (2,000) planted trees have been harvested. The village, with the advice of St. Aubin, will determine which five-hundred (500) trees will be harvested during the four harvesting years, it being the intention to harvest two and one half (2 1/2") diameter trees. All trees harvested will be dug, balled and bagged in accordance with the standards and the specifications established in the Illinois Nurserymen Standards. Delivery and replanting of trees are not included in this contract. The Village shall have the option in any harvest year, to harvest more or less than designated number of five-hundred(500). This option shall be exercised based upon the need in any given year, provided that, the numbers of trees harvested shall not be less than four-hundred (400) nor more than six-hundred (600) in any given year, unless a larger or smaller is agreed upon by St. Aubin's.
5. **GUARANTEE/RISK-** with respect to the mortality risk of all trees planted and owned by St. Aubin will guarantee that ninety percent (90%) of the stock will be available for harvesting. Should the specific trees planted during the planting years fail to meet the guaranteed number of trees to be provided (1,500), then St. Aubin shall use its existing stock to cure any such deficiency, the type and number to be determined by the village.
6. **THIRD PARTY PURCHASERS-**Should the village, for whatever reason, not be able to plant all of the purchased trees set forth in this contract during the planting years, the village shall have the right to assign their interest in said purchase to third party entities or individuals in the sole discretion of the village. Any third party purchaser shall have the same rights as the village contained herein. Payment by the third party purchaser will be directly to the Village.
7. **COST/PAYMENT-** the village shall pay to St. Aubin's the sum of \$340,000 payable in the (8) equal installments of \$42,500.00. the first installment is payable on or before May 15, 2008 remaining installments to be payable on the anniversary date of the initial payment for the succeeding seven (7) years.

8. BINDING AGREEMENT-This agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns. The parties further acknowledge and agree that this Agreement shall be governed and construed under the laws of the State of Illinois. In case of default, each party may pursue such remedy as provided by law, including specific performance.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written.

EUGENE A DE ST. AUBIN & BRO. INC

VILLAGE OF CAROL STREAM

By: *L. Mullin*
 Title: *President*

By: *Frank Savarino*
 Title: *Mayor*

Attest:

Bob Melby
 Village Clerk

Village of Carol Stream
INTER-DEPARTMENTAL MEMO

TO: Joseph E Breinig, Village Manager
FROM: Matthew R York, Assistant Public Works Director *MY*
DATE: December 8, 2009
RE: Tree Harvesting Agreement - Addendum #1

In October 2007, the Village of Carol Stream and St Aubin's Nursery entered into a Harvesting agreement. The Harvesting agreement stated that St Aubin's would plant 500 trees for four (4) consecutive years on their property to be raised for plantings within Village of Carol Stream parkways. Beginning with the 5th Year of the Contract (2012), trees would be harvested and be transplanted to the Village. The total cost of the program is \$340,000 and is paid for in 8 equal installments of \$42,500.

On December 7th, I met with Todd Sullivan of St Aubin's to discuss ways to lessen the economic burden of the contract on the Village, while also keeping the integrity of the contract. We came to the following understanding:

- The length of the contract will be extended from 8 years to 10 years.
- The minimum and maximum planting requirements will be removed from the contact. Trees will be harvested for six (6) consecutive years (beginning 2012) instead of four (4).
- Annual cost of the program was reduced from \$42,500 to \$31,875, while the overall cost of the program was unchanged.

These changes to the program will allow the Village to reduce annual budgetary expenses and spread out the cost to additional years. The program also allows additional time for St Aubin's to continue to nurture slower growing trees on their property before they are transplanted to the Village.

Revised schedule

	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
Planting at St Aubins	500	500		500	500					
Planting in Village *					350	350	300	350	350	300

* Village Plantings are estimates for each year, with 2000 being planted within the 6 years of plantings.

**Addendum #1
Tree Harvesting Agreement**

The original agreement was entered into on the 15th day of October 2008 by and between the Village of Carol Stream, an Illinois Municipal Corporation (Village) and Eugene A de St Aubin & Bro. Inc (St Aubin's).

The addendum to the contract are as follows:

- 1. Planting - St Aubin's will not plant trees in 2010, but will plant 500 trees in 2012.
- 4. Harvesting - St Aubin's and the Village will agree on the number of trees harvested on a yearly basis. No yearly minimums will be required. Trees will be harvested for six (6) consecutive years beginning in 2012 and commencing in 2017.
- 7. Cost/Payment - The Village will make eight (8) equal installments of \$31,875 with the first installment payable on or before May 15, 2010. Remaining installment to be payable on the anniversary date of the initial payment for the succeeding seven (7) years. Total cost of the program is unchanged at \$340,000.

EUGENE A. DE ST AUBIN & BRO INC

By: *Eugene A. de St Aubin*

Title: *President*

VILLAGE OF CAROL STREAM

By: _____

Title: _____

Attest:

Village Clerk

AGENDA ITEM

G-3 3-4-13

Village of Carol Stream Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: Matthew R York, Assistant Public Works Director *MY*
DATE: February 25, 2013
RE: Recommendation to Approve Amendment Number Two to the Harvesting Agreement with St Aubin's Nursery

In the summer of 2007, the Public Works Department introduced to the Village Board the effect that the Emerald Ash Borer could have on the Village's parkway trees. As a result of those discussions the Village set aside \$2.25 million for the removal and replacement of approximately 2,000 Ash trees.

In October 2007, the Village entered into an eight-(8) year harvesting agreement with St Aubin's Nursery in Kirkland, IL. This agreement stated that St Aubin's would plant 2000 trees on their property and grow them until they were ready to be transplanted to the Village rights-of-way. Five hundred (500) trees were planted at St. Aubin's in the spring of four (4) consecutive years from 2008-2011. These trees were scheduled to be transplanted, at a rate of 500 per year, during 2012-2015. The total cost of this agreement was \$340,000, or \$170 per tree. The \$340,000 was to be paid in eight equal installments of \$42,500.

Due to the recession, the Village approached St Aubin's in the Fall of 2009 about making a change to our current agreement. On December 21, 2009, the Village Board approved Amendment #1 extending the length of the contract in a move to reduce the annual expenditure from \$42,500 to \$31,875 for the remaining six (6) installments. The addendum to the agreement moved the 2010 planting of 500 trees on St Aubin's property to 2012. The extension made the re-established the planting schedule from 2012-2015 to 2012-2017. At the same time, the number of trees to be planted each year went from 500 to between 300 and 350.

Beginning in the Summer of 2010, the Village saw the Ash trees in our urban forest begin a sharp downturn. By 2012, a large number of Ash trees were visibly affected and 1,300 trees were removed, while only 340 were planted. Staff is estimating that another 1,000 trees will be removed in 2013. This removal rate, combined with the current replanting rate of 300 - 350 trees per year, will result in a backlog of several years before trees are replaced. In the Fall of 2012, the Public Works Department and St Aubin's entered into preliminary discussions to again amend the agreement to accelerate the planting rate.

Public Works negotiated with St Aubin's Nursery to provide 2400 trees over the next 2 years. The trees that will be transplanted are a mixture of the trees that were planted on St Aubin's property under the existing agreement, and additional trees from St Aubin's own stock. Currently we have 1,660 trees left on the agreement, so the Village would have to purchase an additional 740 trees. St Aubin's agreed to extend to the Village the \$170 per tree cost from the original agreement to the additional 740 trees.

The payment structure has also changed. Since the amended contract spread out the payments over a 10 year period, St Aubin's requested that they get paid for the trees as they are removed from their property. Since payment was stretched out over a long time period, the cost per tree from the original contract is lower than \$170. The payment structure is as follows:

Payment Period	Payment Amount	Remaining on Agreement
BEGINNING AGREEMENT		
		\$340,000
May 2008 (Original agreement)	\$42,500	\$297,500
May 2009 (Original agreement)	\$42,500	\$255,000
May 2010 (Amended)	\$31,875	\$223,125
May 2011 (Amended)	\$31,875	\$191,250
May 2012 (Amended)	\$31,875	\$159,375
May 2013 (Proposed - 600 Trees)	\$57,600	\$101,775
November 2013 (Proposed - 600 Trees)	\$57,600	\$44,175
May 2014 (Proposed - 460 Trees)	\$44,175	\$0
ADDITIONAL PROPOSED TREES		
May 2014 (Proposed - 140 Trees)	\$23,800	
November 2014 (Proposed -600 Trees)	\$102,000	

Staff is recommending approval of a Motion Amending the previously amended agreement with St Aubin's Nursery. The amendment will accelerate the replanting of the trees, and the purchase of an addition 740 trees at the previously negotiated price.

AMENDMENT No. 2
To
THE AGREEMENT
for
TREE HARVESTING
for the
VILLAGE OF CAROL STREAM, ILLINOIS

THIS AMENDMENT made on this 4th day of March, 2013, to the Agreement for Tree Harvesting dated October 15, 2007, as amended on December 21, 2009 between the Village of Carol Stream, Illinois (hereinafter "Village"), whose address for any formal notice is 124 Gerzevske Ln, Carol Stream, Illinois 60188, and Eugene A de St. Aubin & Bro. Inc (St. Aubin's) whose address for any formal notice is 35445 Irene Rd, Kirkland, Illinois 60146.

1. Paragraph 4 Harvesting is hereby deleted in its entirety and replaced with the following Paragraph 4:

4. Harvesting - During the 2013 and 2014 planting seasons (Spring and Fall), St Aubin's will harvest 2,400 trees for use by the Village. The Village and St Aubin's will agree on a suitable, diverse tree listing for each seasonal planting of 600 trees. All trees harvested will be at least two (2) inch diameter trees, and will be dug, balled, and bagged in accordance with the standards and specifications established in the Illinois Nurserymen Standards. Delivery and replanting of trees are not included in this contract.

2. Paragraph 7 - Cost/Payment is hereby deleted in its entirety and replaced with the following Paragraph 7:

7. Cost/Payment - the Village shall pay to St Aubin's the sum of \$285,175 payable at the time of harvesting. The payment schedule will be as follows:

Spring 2013 Harvesting	\$57,600
Fall 2013 Harvesting	\$57,600
Spring 2014 Harvesting	\$67,975
Fall 2014 Harvesting	\$102,000

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

Authorized signature:

Authorized signature:

Name: _____
Title: _____
EUGENE A DE ST. AUBIN & BRO. INC

Frank Saverino
Mayor
VILLAGE OF CAROL STREAM

Date: _____

Date: _____
Beth Melody
Village Clerk

Date: _____

Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager
 FROM: Tia Messino, Management Analyst
 DATE: March 31, 2015
 RE: Recommendation to Award a Contract – 1800 Tree Guy – Tree Removal Services

Staff recently completed the bid process for tree removal services for the upcoming fiscal year. The project includes the removal of trees, stump grinding, and site restoration throughout the Village from May 1, 2015 through April 30, 2016. The Village estimates approximately one-hundred fifty (150) trees will be removed during the contract period and has budgeted \$48,750 for this work.

In addition to the bid for the upcoming fiscal year, bidders were required to submit proposed increases for two, one-year extensions, to be awarded at the Village's sole discretion.

On March 20, 2015, thirteen (13) responsive bids were received and publicly read aloud, 1 800 Tree Guy came in low bidder. Bid results are attached.

1-800Tree Guy	<i>FY 16</i>	<i>FY 17</i>	<i>FY 18</i>
<i>Less than 5" DBH</i>	\$15	\$15	\$15
<i>5.0" TO 10" DBH</i>	\$64	\$64	\$64
<i>10.1" TO 15" DBH</i>	\$159	\$159	\$159
<i>15.1" TO 20" DBH</i>	\$255	\$225	\$225
<i>20.1" TO 25" DBH</i>	\$388.75	\$388.75	\$388.75
<i>25.1" TO 30" DBH</i>	\$513	\$513	\$513
<i>Over 30.1" DBH</i>	\$585	\$585	\$585
<i>Stump Only (Per inch)</i>	\$4	\$4	\$4

Low bidder 1 800 Tree Guy provided all of the required bid documents, including satisfactory references demonstrating performance of similar work for several municipal clients.

Staff recommends that the Village Board approve a Motion awarding a contract to 1 800 Tree Guy in an amount not to exceed \$48,750 for tree removal services, during the period May 1, 2015 through April 30, 2016.

Attachments

	Steve Piper & Sons			Ciosek			Pessina Tree Service		
	FY 16	FY 17	FY 18	FY 16	FY 17	FY 18	FY 16	FY 17	FY 18
Less than 5" DBH	\$63.75	\$65.65	\$66.95	\$55	\$55	\$55	\$112	\$112	\$112
5.0" TO 10" DBH	\$102	\$105.05	\$107.10	\$80	\$80	\$80	\$244	\$244	\$244
10.1" TO 15" DBH	\$202.30	\$208.40	\$212.45	\$200	\$200	\$200	\$365	\$365	\$365
15.1" TO 20" DBH	\$309.60	\$318.90	\$325.10	\$270	\$270	\$270	\$518	\$518	\$518
20.1" TO 25" DBH	\$500.25	\$515.25	\$525.25	\$320	\$320	\$320	\$591	\$591	\$591
25.1" TO 30" DBH	\$906.25	\$933.45	\$951.55	\$600	\$600	\$600	\$950	\$950	\$950
Over 30.1" DBH	\$1,256.50	\$1,294.20	\$1,319.35	\$600	\$600	\$600	\$945	\$945	\$945
Stump Only (Per inch)	\$5.95	\$6.15	\$6.25	\$4	\$4	\$4	\$10.50	\$10.50	\$10.50
Total	\$39,857	\$41,054	\$41,851	\$28,179	\$28,179	\$28,179	\$51,649	\$51,649	\$51,649
Contract est. total		\$122,763			\$84,537			\$154,946	
	Family Landscaping & Tree Werks Inc			Frank Saupp: Kramer Tree Specialists, Inc			Davey Tree Experts*		
	FY 16	FY 17	FY 18	FY 16	FY 17	FY 18	FY 16	FY 17	FY 18
Less than 5" DBH	\$35	\$35	\$40	\$70.50	\$72.65	\$74.85	\$45	\$47.50	\$50
5.0" TO 10" DBH	\$165	\$165	\$185	\$152	\$156.75	\$161.45	\$120	\$125	\$130
10.1" TO 15" DBH	\$250	\$250	\$275	\$345	\$355	\$367	\$270	\$277.50	\$285
15.1" TO 20" DBH	\$325	\$325	\$360	\$795	\$819	\$844	\$400	\$410	\$420
20.1" TO 25" DBH	\$395	\$395	\$435	\$1,185	\$1,221	\$1,258	\$550	\$562.50	\$575
25.1" TO 30" DBH	\$450	\$450	\$495	\$1,572	\$1,619	\$1,668	\$990	\$1,005	\$1,020
Over 30.1" DBH	\$500	\$500	\$550	\$2,035	\$2,096	\$2,159	\$1,143.80	\$1,158.85	\$1,173.90
Stump Only (Per inch)	\$7.95	\$7.95	\$7.95	\$12	\$12.50	\$13.25	\$8	\$8.50	\$9
Total	\$32,018	\$32,018	\$35,343	\$83,435	\$85,948	\$88,579	\$45,162	\$46,163	\$47,164
Contract est. total		\$99,379			\$257,961			\$138,488	

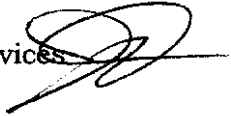
	B. Haney & Sons			Trees R Us			Arborworks		
	FY 16	FY 17	FY 18	FY 16	FY 17	FY 18	FY 16	FY 17	FY 18
Less than 5" DBH	\$91	\$93.50	\$96.25	\$64	\$75	\$80	\$65	\$66.95	\$68.95
5.0" TO 10" DBH	\$126	\$129.15	\$133	\$99	\$105	\$110	\$111	\$114.30	\$117.75
10.1" TO 15" DBH	\$279	\$287.25	\$296	\$190	\$200	\$205	\$205	\$211.15	\$217.45
15.1" TO 20" DBH	\$432	\$445	\$458.50	\$420	\$430	\$440	\$259	\$266.75	\$274.75
20.1" TO 25" DBH	\$736	\$758.15	\$781	\$620	\$630	\$640	\$326	\$335.75	\$345.85
25.1" TO 30" DBH	\$894	\$921	\$948.75	\$960	\$970	\$980	\$411	\$423.30	\$436
Over 30.1" DBH	\$1,704	\$1,755.25	\$1,807.75	\$1,165	\$1,165	\$1,165	\$749	\$771.40	\$794.60
Stump Only (Per inch)	\$7.25	\$7.75	\$8.25	\$10	\$11	\$12	\$6.25	\$6.44	\$6.63
Total	\$53,560	\$55,162	\$56,827	\$45,716	\$46,626	\$47,407	\$27,939	\$28,775	\$29,639
Contract est. total		\$165,549			\$139,749			\$86,353	
	Clean Cut Tree Service			Homer tree* Non-responsive			Dawsons tree service		
	FY 16	FY 17	FY 18	FY 16	FY 17	FY 18	FY 16	FY 17	FY 18
Less than 5" DBH	\$70	\$73.50	\$77.18	\$69	\$69	\$70	\$25	\$25	\$25
5.0" TO 10" DBH	\$140	\$147	\$154.35	\$80	\$80	\$85	\$100	\$100	\$100
10.1" TO 15" DBH	\$440	\$462	\$485.10	\$200	\$200	\$220	\$350	\$350	\$350
15.1" TO 20" DBH	\$480	\$504	\$529.20	\$250	\$250	\$260	\$525	\$525	\$525
20.1" TO 25" DBH	\$620	\$651	\$683.55	\$325	\$325	\$325	\$750	\$750	\$750
25.1" TO 30" DBH	\$900	\$945	\$992	\$540	\$540	\$540	\$950	\$950	\$950
Over 30.1" DBH	\$1,200	\$1,260	\$1,323	\$580	\$580	\$600	\$1,250	\$1,250	\$1,250
Stump Only (Per inch)	\$9	\$9.45	\$9.92	\$8.50	\$8.50	\$8.50	\$10	\$12	\$15
Total	\$52,559	\$55,187	\$57,946	\$27,301	\$27,301	\$28,129	\$55,510	\$55,512	\$55,515
Contract est. total		\$165,692			\$82,730			\$166,537	

	Powell Tree Care, Inc.		
	FY 16	FY 17	FY 18
Less than 5" DBH	\$112	\$112	\$112
5.0" TO 10" DBH	\$176	\$176	\$176
10.1" TO 15" DBH	\$266	\$266	\$266
15.1" TO 20" DBH	\$515	\$515	\$515
20.1" TO 25" DBH	\$576	\$576	\$576
25.1" TO 30" DBH	\$895	\$895	\$895
Over 30.1" DBH	\$1,150	\$1,150	\$1,150
Stump Only (Per inch)	\$7.25	\$7.25	\$7.25
Total	\$49,071	\$49,071	\$49,071
Contract est. total		\$147,214	

	1-800Tree Guy		
	FY 16	FY 17	FY 18
Less than 5" DBH	\$15	\$15	\$15
5.0" TO 10" DBH	\$64	\$64	\$64
10.1" TO 15" DBH	\$159	\$159	\$159
15.1" TO 20" DBH	\$255	\$225	\$225
20.1" TO 25" DBH	\$388.75	\$388.75	\$388.75
25.1" TO 30" DBH	\$513	\$513	\$513
Over 30.1" DBH	\$585	\$585	\$585
Stump Only (Per inch)	\$4	\$4	\$4
Total	\$27,830	\$27,020	\$27,020
Contract est. total		\$81,871	

Village of Carol Stream
Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

FROM: James T. Knudsen, Director of Engineering Services 

DATE: March 27, 2014

RE: 2015-16 Geographical Information System (GIS) Services -
Northern Illinois University (NIU) Award of Contract

Since 2004 the Village of Carol Stream has been using the services of NIU interns to perform various tasks associated with the GIS. Their services were envisioned as a progressive ongoing project whereby the Village would further integrate GIS capabilities into the organization. Over the last few years the interns were almost exclusively used for maintaining the system, with few initiatives being undertaken. Recently the Village Board adopted a goal to accelerate and incorporate enterprise wide GIS applications. The Village has committed to this endeavor by budgeting over \$175,000 per year including \$29,000 for a NIU GIS intern and \$146,000 for GIS Consortium (GISC) services.

The NIU GIS intern's previous responsibilities will shift from primarily maintaining the GIS to being a support to our GISC service provider (MGP, Inc.). MGP will direct the activities of the GIS interns.

NIU has provided us with a contract that provides 1,310 GIS intern hours for \$26,452 which is below the budget amount of \$29,000. See attached. Staff has reviewed the contract, found it acceptable and recommend award of the contract to NIU for \$26,452.

Cc: Robert Mellor, Assistant Village Manager
William N. Cleveland, Assistant Village Engineer

Price Quotation

**Northern Illinois University
Department of Geography
DeKalb, IL 60115**

**Ryan James, Project Director
Phone: 815-753-6851**

Date: March 20, 2015

**Bob Mellor
Assistant Village Manager
Village of Carol Stream
500 N. Gary Avenue
Carol Stream, IL 60188**

Description of work to be performed:

See attached scope of work – Attachment A

Schedule: May 1, 2015 – April 30, 2016

Price: \$26,452

See attached price quotation – Attachment B

ACCEPTANCE OF WORK AND PRICE QUOTATION. CONDITIONS ATTACHED

**BOARD OF TRUSTEES of
NORTHERN ILLINOIS UNIVERSITY**

On behalf of: Village of Carol Stream

By: _____

By: _____

Name: _____

Name: _____

Title: Director, Sponsored Projects

Title: _____

Date: _____

Date: _____

Acknowledged and Agreed to:

Principal Investigator

1. **Payment.** The Sponsor shall make payment of 50% to the University within thirty (30) days after the signing the agreement and the remaining 50% within thirty (30) days after the delivery of the final product. Checks are to be made payable to Northern Illinois University and sent to:
Linda Blair, Director
Grants Fiscal Administration
Northern Illinois University
DeKalb, Illinois 60115
RE: OSP# 13-477-02
2. **Proprietary Data.** The University's acceptance and use of any proprietary data which may be supplied by the Sponsor in the course of Research shall be subject to the following:
 - (a) The data must be marked or designated in writing as proprietary to the Sponsor.
 - (b) The University retains the right to refuse to accept any such data which it does not consider to be essential to the completion of the Research or which it believes to be improperly designated, or for any other reason.
 - (c) Where the University does not accept such data as proprietary, it agrees to exercise its best efforts not to publish or otherwise reveal the data to others outside the University without the permission of the Sponsor, unless the data has already been published or disclosed publicly by third parties or is required to be disclosed by a court of law.
3. **Termination.** This project may be terminated by either party upon thirty (30) days' written notice. In the event of termination by the Sponsor, the University will be reimbursed for all costs incurred and all noncancellable commitments. In the event of termination by the University, any unexpected or unobligated balance of funds advanced by the Sponsor shall be refunded to the Sponsor.
4. **Use of the name of the University.** The sponsor shall not make use of the existence of the Agreement, nor the results of the investigations conducted hereunder, nor the use of the University's name or any member of its staff for publicity or advertising purposes, except with the consent of and to the extent approved by Northern Illinois University Office of Sponsored Projects as given by its Director.
5. **Publications and Copyrights.** The University or its employees shall be free to publish papers dealing with the results of the Research under this agreement. The Sponsor shall be given full credit and acknowledgement for the support provided to the University in any publication resulting from the Research. Original research data shall belong to the University. Title to and the right to determine the disposition of any copyrights, or copyrightable material, first produced or composed in the performance of the Research, shall remain with the University or the named individual researcher, provided that the University shall grant to the Sponsor an irrevocable royalty-free, nonexclusive right to reproduce, translate, and use all such copyrighted material for its own purpose.
6. **Warranties.** The University makes no warranties, express or implied, as to any matter whatsoever, including, without limitation, the condition of the Research or any inventions, or products whether tangible or intangible, conceived, or discovered, or developed under this Agreement; or the ownership, merchantability, or fitness for a particular purpose of the Research or any such invention or product. The University shall not be liable for any direct, consequential, or other damages suffered to any licensee or any others resulting from the use of the Research or any such invention or product.
7. **Use of the Research Results and Product Liability.** The Sponsor agrees to hold harmless, indemnify, and defend the University from all liabilities, demands, damages, expenses and losses of any kind arising out of the use by any third party or by the Sponsor, or by any acting on behalf of or under authorization from the Sponsor, or out of any use, sale or other disposition by the Sponsor, or by any party acting on behalf of or under authorization from the Sponsor, of products made by use out of or in connection with this Agreement. The provisions of this paragraph shall survive termination of the Agreement as provided in the paragraph, entitled Termination.

SCOPE OF WORK

The Village of Carol Stream would like a graduate student assistant, under the supervision of Dr. Ryan James to work from May 1, 2015 to April 30, 2016. The budget allocates 37.5 hours of work, weekly, from May 1, 2015-August 15, 2015 for summer extra help, and 20 hours of work, weekly, from August 17, 2015-April 30, 2016 for Graduate Assistant duties. During this time, the Graduate Assistant, Dr. James, and the summer extra help will provide the Village of Carol Stream with GIS database updating and management, data migration, map generation for immediate use and long term planning projects, as well as engage in GIS-based spatial analysis to aid policy formulation and administrative management for Carol Stream. Additionally, the Graduate Assistant will serve as a liaison between Carol Stream, and the regional GIS entity, Municipal GIS Partners, Inc., of which Carol Stream is a member. Additionally, Dr. James will visit the Village 3 times during the year to monitor work flows, Assistant and help performance, and provide additional GIS guidance.


ATTACHMENT B

Budget:

Personnel

Summer Extra Help 3.5 Months@2,529/Mo	\$8,852
Graduate Research Assistant 8.5 Months @1,348.80/Mo	\$11,465
Summer Extra Help Fringe 7.65% of \$8,851	\$677
Total Direct Costs	\$20,994
Indirect Costs	\$5,458
Total Project Costs	\$26,452

Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager
FROM: Philip J. Modaff, Director of Public Works 
DATE: April 1, 2015
RE: Recommendation for Purchase of Ford F550 Cab and Chassis

The FY16 budget includes funding for the replacement of vehicle #40, a small dump truck which serves as a snow plow vehicle and also supports street division activities. The recommended purchase is for the cab and chassis, with the outfitting of the truck (dump body, plow, spreader and wet system) to be awarded via another contract to be presented at the April 6 Village Board meeting.

The current vehicle was purchased in 2005 and is at a point where its condition and maintenance demands support its replacement. Its replacement, which would include a removable cap to be used for brush-chipping operations, will allow for the elimination of another vehicle (truck #68) from the fleet that is used solely for brush-chipping.

Staff reviewed various available vehicles that may meet our needs and have settled on a Ford F-550 XL 4x2 available for joint purchase through the Suburban Purchasing Cooperative. This new unit will have a stainless steel dump body and spreader, a wetting system and a heavy-duty snow plow

The budget provides \$100,000 for this purchase. Cost for the cab and chassis purchase and outfitting of the truck would be \$8,533 under budget:

Truck:	\$41,217.00
<u>Outfitting:</u>	<u>\$50,250.00</u>
Total:	\$91,467.00

Staff is seeking approval to place the order for the truck cab and chassis prior to the start of the new fiscal year due to the long lead time in building the truck and the subsequent work to outfit the truck. With this schedule staff expects to have the new truck built, outfitted and delivered before winter.

It is recommended that the Village Board approve a Motion to purchase a Ford F550 from Currie Motors via the Suburban Purchasing Cooperative contract #146 in the amount of \$41,217.00.

Attachments

Currie Motors Frankfort
SPC Contract Winner
#146
2015 Ford F-550 XL 4x2
Chassis Cab
Call Tom Sullivan (815) 464-9200

Standard Package: \$28,866

Warranty 3 Years 36,000 miles Bumper to Bumper/ 5 Years 60,000 Power train

Free Delivery Within 30 Miles from Point of Purchaser's Billing Address

Alternator – 157 Amps, Heavy Duty

Axle – Mono-beam front axle with coil spring suspension

Non-Limited Slip Rear Axle

Battery – 78 Amp Hour

Engine – 6.8L 3-Valve V-10

Transmission – TorqShift 5-Speed SelectShift Automatic O/D

Brakes – (ABS) With Engine Only Traction Control

60" Cab to Axle

Bumper – Front – black painted steel with grained MIC top cover

Grille – Black MIC

Mirrors – Manually telescoping trailer tow with manual glass & two-way fold

Wheels – 19.5" Argent Painted Steel

Windows – fixed rear

Air Conditioning – manual

Audio – AM/FM/Clock

Door Trim – Armrest/grab handle and reflector

Floor Covering – black vinyl

Instrument Center – Multifunctional switch message center with ice blue lighting (three button message control on steering wheel)

Manual door locks and windows

Rearview Mirror – 11.5" day/night

Seats – HD vinyl 40/20/40 split bench with center armrest, cupholder and storage, manual lumbar support, driver side

Steering Wheel – black vinyl, telescoping steering wheel/column

Sunvisors – Color coordinated vinyl, single driver with pocket, single passenger with insert

Airbags – Driver and passenger side, passenger side deactivation switch on Regular Cab and Super Cab

GOOD THRU: 03/2015

Options – Cab Style

<input type="checkbox"/>	Super Cab	2370.00
<input type="checkbox"/>	Crew Cab	3440.00
<input checked="" type="checkbox"/>	84" Cab To Axle	262.00

Options – Powertrain

<input checked="" type="checkbox"/>	6.7L OHV Power Stroke Diesel	7093.00
<input checked="" type="checkbox"/>	4x4 with Manual Transfer Case	2875.00
<input type="checkbox"/>	Limited Slip Axle	308.00
<input type="checkbox"/>	Gaseous Prep (does not include Conversion)	268.00
<input type="checkbox"/>	Electronic Shift On the Fly 6.7L Engine Only	158.00
<input type="checkbox"/>	Engine Block Heater	64.00
<input type="checkbox"/>	PTO Provision (available with 6.7L Engine)	239.00
<input type="checkbox"/>	Engine Idle Shut Down (available with 6.7L Engine)	214.00
<input type="checkbox"/>	Dual Alternators (requires 6.7L Engine)	324.00
<input type="checkbox"/>	Extra HD Alternator	STD Diesel
<input type="checkbox"/>	Fuel Tank-28.5 Gallon Mid-Ship	107.00
<input type="checkbox"/>	Dual Fuel Tanks-Diesel Only Requires XL Value Group	626.00

Options – Suspension

<input checked="" type="checkbox"/>	Snow Plow Prep Package	73.00
<input checked="" type="checkbox"/>	Heavy Duty Front Suspension Package	107.00
<input checked="" type="checkbox"/>	High Capacity Trailer Tow Package (requires Limited Slip Axle, Diesel Motor & 19500 GVWR)	299.00
<input checked="" type="checkbox"/>	Trailer Brake Controller	230.00
<input type="checkbox"/>	Payload Up Grade Package (requires Limited Slip Axle)	985.00
<input type="checkbox"/>	225/70Rx19.5G BSW Traction Tires (4-traction rear 2-highway front)	162.00
<input checked="" type="checkbox"/>	Max Traction Tires (6-traction tires)	183.00
<input type="checkbox"/>	Spare Tire and Wheel	299.00
<input type="checkbox"/>	Hydraulic Jack	48.00

Options – Exterior

<input checked="" type="checkbox"/>	6" Black Molded Cab Steps	273.00
<input checked="" type="checkbox"/>	Exterior Back Up Chime	107.00
<input type="checkbox"/>	Day Time Running Lights	38.00
<input type="checkbox"/>	Manual Sliding Rear Window	107.00

Options - Interior

<input type="checkbox"/>	XL value Package	507.00
<input type="checkbox"/>	Power Equipment Group	763.00
<input type="checkbox"/>	Remote Start System (requires Power Equipment Group)	166.00
<input type="checkbox"/>	Rapid Heat Supplemental Cab Heater (requires 6.7L Engine and Dual Alternators)	214.00
<input type="checkbox"/>	Sync includes USB Port (requires Steering Wheel Controls and XL Value Package)	252.00
<input type="checkbox"/>	Steering Wheel Audio Controls	60.00
<input type="checkbox"/>	Air Conditioning Delete (call for details)	-726.00
<input type="checkbox"/>	Side Air Bags/Curtain Delete	-166.00
<input type="checkbox"/>	Frontal Passenger and Side Air Bags/Curtain Delete	-166.00
<input type="checkbox"/>	Cruise Control	200.00
<input type="checkbox"/>	Radio Delete	-44.00

Options - Additional

<input type="checkbox"/>	Powertrain Care 3 Year 100,000 Warranty 4x2 Gasoline Motor	1595.00
<input type="checkbox"/>	Powertrain Care 3 Year 100,000 Warranty 4x4 Gasoline Motor with Snow Plow Prep	2,750.00
<input checked="" type="checkbox"/>	Rustproofing with Undercoating	395.00
<input type="checkbox"/>	4-Corner Strobes (requires Upfitters Switches)	795.00
<input type="checkbox"/>	9' Electric Hydraulic Dump Body -Black Finish (requires Trailer Hitch)	6895.00
<input type="checkbox"/>	Hitch Plate-pintle/combo	525.00
<input type="checkbox"/>	9' Steel Service Body-White Finish	7185.00
<input type="checkbox"/>	8.5' Boss Snow Plow	4987.00
<input type="checkbox"/>	8.5' Western Snow Plow	4987.00
<input type="checkbox"/>	Hand Held Controller	90.00
<input type="checkbox"/>	Snow Deflector	295.00
<input type="checkbox"/>	Delivery Of More Than 30 Miles	185.00
<input checked="" type="checkbox"/>	License and Title Fees	105.00
<input type="checkbox"/>	Detailed CD Rom Shop Manual	325.00

Exterior

<input type="checkbox"/>	Vermillion Red	
<input type="checkbox"/>	Blue Jeans Metallic	
<input type="checkbox"/>	Caribou	
<input type="checkbox"/>	Tuxedo Black	
<input type="checkbox"/>	Magnetic	
<input type="checkbox"/>	Ingot Silver Metallic	
<input checked="" type="checkbox"/>	Oxford White	
<input type="checkbox"/>	Green Gem	
<input type="checkbox"/>	Special Paint (minimum 5 units. No minimum for School Bus Yellow)	612.00

Interior


<input checked="" type="checkbox"/>	Steel 40/20/40 Vinyl	
<input type="checkbox"/>	Steel 40/20/40 Cloth	85.00
<input type="checkbox"/>	Steel 40/Console/40 Vinyl-No Armrest Included N/A Crew Cab	303.00
<input type="checkbox"/>	Steel 40/Console/40 Cloth- No Armrest Included	438.00

Stainless Steel Alcoa wheel inserts \$349
Per Tom Sullivan on 3/24/15

Grand Total = \$41,217.00

Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager

FROM : Philip J. Modaff, Director of Public Works 

DATE: April 1, 2015

RE: Agenda Item – Recommendation to Waive Competitive Bidding and Approve the Purchase of Display Equipment for the Emergency Operations Center (EOC)

In January 2014 the Village Board approved an agreement with the State of Illinois for a grant to fund improvements to the Emergency Operating Center (EOC) located at Carol Stream Fire Protection District Station #28. The agreement provides up to \$150,000 to enhance lighting, HVAC, electrical generating, communications (radio, phone and data) and improve display capabilities in the EOC.

Over the past year staff from the Fire District and the Village have been working to identify needs, define the scope of the project, consult with other EOC resources and identify options and costs for meeting our needs. Presentations have been made to both the Village Board and Fire District Board regarding the project with support being expressed by both Boards.

The first phase of the work, the electrical system upgrade, is substantially complete. We are now prepared to purchase equipment to be installed that will enhance display capabilities in support of EOC staff by monitoring conditions at the site of an emergency or field command center field, interactive display of GIS maps and other visuals and accommodating two-way video communications.

Following consultation with staff from the Fire District the Village's IT Supervisor researched and observed various options and has recommended the InFocus product supplied locally by MNJ Technologies. The EOC will be outfitted with one permanently mounted unit and another mobile unit that can be moved throughout the EOC. The price for the video units and all supporting equipment, warranty and training totals \$39,242.19.

Staff recommends that the Mayor and Board approve a motion waiving competitive bidding and approving the purchase of display equipment for the Emergency Operations Center in the amount of \$39,242.19.

Attachments



QUOTE

DATE: 03/09/2015
 QUOTE NO: 0000830439

Page: 1

MNJ Technologies Direct, Inc.
 1025 Busch Pkwy
 Buffalo Grove, IL 60089-4504
 (847) 634-0700

P.O.:
 PRINTED: Mar 30, 2015 10:47 am
 ORDERED BY: Marc Talavera

SALESPERSON:	Mike Leigh	
EMAIL:	mleigh@mnjtech.com	
PHONE NO:	(847) 634-5446	EXT:

BILL TO: (00-6012394)
 Village of Carol Stream
 500 N Gary
 Carol Stream, IL 60188

SHIP TO: (9999)
 Village of Carol Stream
 500 N Gary
 Carol Stream, IL 60188

ATTN:

ATTN: Marc Talavera
 Phn: 6308716255
 Email: mtalavera@carolstream.org

mondopad InFocus

LN	PRODUCT	QTY ORD	DESCRIPTION	PRICE (\$)	AMOUNT (\$)
1	MNJ10778025	2	InFocus Mondopad INF8021 All-in-One Computer - Intel Core i7 i7-4770T 2.50 GHz - Desktop - 8 GB RAM - 120 GB SSD - Windows 7 Professional 64-bit - 80" Touchscreen Display - Wireless LAN - Bluetooth MFG PART NO: INF8021	14,814.81	29,629.62
2	MNJ10464941	2	InFocus 2.0 Sound Bar Speaker - 50 W RMS MFG PART NO: IHW-SOUNDBAR-4	144.68	289.36
3	MNJ10631236	1	InFocus Wall Mount for Flat Panel Displa MFG PART NO: INF-WALLMNT3	299.52	299.52
4	MNJ9985135	1	InFocus Monitor Stand MFG PART NO: INF-MOBCARTPRO-B	895.83	895.83

CONTINUED



QUOTE

DATE: 03/09/2015
 QUOTE NO: 0000830439

Page: 2

MNJ Technologies Direct, Inc.
 1025 Busch Pkwy
 Buffalo Grove, IL 60089-4504
 (847) 634-0700

P.O.:
 PRINTED: Mar 30, 2015 10:47 am
 ORDERED BY: Marc Talavera

SALESPERSON:	Mike Leigh	
EMAIL:	mleigh@mnjtech.com	
PHONE NO:	(847) 634-5446	EXT:

BILL TO: (00-6012394)
 Village of Carol Stream
 500 N Gary
 Carol Stream, IL 60188

SHIP TO: (9999)
 Village of Carol Stream
 500 N Gary
 Carol Stream, IL 60188

ATTN:

ATTN: Marc Talavera
 Phn: 6308716255
 Email: mtalavera@carolstream.org

mondopad InFocus

LN	PRODUCT	QTY ORD	DESCRIPTION	PRICE (\$)	AMOUNT (\$)
5	MNJ10087132	1	InFocus Mondopad Virtual Training - Technology Training Course - 2 Hour Duration	465.28	465.28
MFG PART NO: INF-VT2					
6	MNJ10631232	2	InFocus Corporation - 2YR HW/SW PREMIER MP FOR 80IN	3,444.40	6,888.80
MFG PART NO: EPWPRE80MP2					
			Marc Talavera Village of Carol Stream 500 N Gary Carol Stream IL 60188 USA	mtalavera@carolstream.org Phone: 6308716255	
7	MNJ11072128	2	InFocus Corporation - INFOCUS PTZ CAMERA SHELF ATTACHMENT FOR INFOCUS WALL MOUNT OR PRO MOBILE CART	118.39	236.78
MFG PART NO: INF-PTZMNTU					



QUOTE

DATE: 03/09/2015
 QUOTE NO: 0000830439

Page: 3

MNJ Technologies Direct, Inc.
 1025 Busch Pkwy
 Buffalo Grove, IL 60089-4504
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 Village of Carol Stream
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 Carol Stream, IL 60188

SHIP TO: (9999)
 Village of Carol Stream
 500 N Gary
 Carol Stream, IL 60188


ATTN:

ATTN: Marc Talavera
 Phn: 6308716255
 Email: mtalavera@carolstream.org

mondopad InFocus

LN	PRODUCT	QTY ORD	DESCRIPTION	PRICE (\$)	AMOUNT (\$)	
					Net Order:	\$38,705.19
					Sales Tax:	\$0.00
					Shipping Charges:	\$537.00
					Total:	\$39,242.19
					Less Deposit:	\$0.00
					Order Balance:	\$39,242.19
Thanks for the opportunity. We appreciate all your business						
SHIP VIA		FOB	TERMS			
FEDEX GROUND			Credit Card			

Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager
FROM: Philip J. Modaff, Director of Public Works 
DATE: April 1, 2015
RE: Recommendation for Purchase of Single-Axle dump Truck

The FY16 budget includes funding for the replacement of vehicle #67, a single-axle dump truck which serves primarily as a snow plow vehicle and also supports street division activities. The recommended purchase is for the cab and chassis along with the outfitting of the truck (dump body, plows, spreader and wet system).

The current vehicle was purchased in 2000 and is beyond the point where rehabilitation would be cost-effective. It is the only large dump truck in the fleet that does not have a wetting system, the dump body and frame are significantly corroded and it has had significant mechanical problems which has kept it out of operation for the past month.

Staff reviewed various vehicle offerings that may meet our needs and have settled on Peterbilt model #348. We have found that this truck is available through a joint purchase contract awarded by the City of Wheaton¹ in May 2014 under the authority of Illinois' Joint Purchasing Act (similar to contracts available under the State's CMS program or the Suburban Purchasing Cooperative). Their contract includes the cab and chassis from Peterbilt with outfitting performed by Henderson Truck Equipment of Illinois.

When complete, this new truck will be outfitted with a stainless steel dump body and spreader, a wetting system, a corrosion-resistant aluminum cab and will also include a large (11-foot) front plow and a wing plow (8-foot side-mounted). This would be the first wing plow in the fleet and will improve efficiencies in the industrial areas and wider streets that typically require several trucks working in tandem.

The budget provides \$188,000 for this purchase. Cost for the cab and chassis purchase and outfitting of the truck would be \$10,553.62 under budget:

Truck:	\$ 87,496.38
<u>Outfitting:</u>	<u>\$ 89,950.00</u>
Total:	\$177,446.38

¹ A copy of the section of the City of Wheaton's bid document which makes this contract available to other agencies in DuPage and other counties is attached for reference.

Staff is seeking approval to place the order prior to the start of the new fiscal year due to the long lead time in building the truck (ten weeks) and the subsequent work to outfit the truck (another twelve weeks). With this schedule staff expects to have the new truck built, outfitted and delivered before winter.

It is recommended that the Village Board approve a Motion to purchase a Peterbilt Model 348 from JX Peterbilt through the City of Wheaton contract awarded in May 2014 in the amount of \$177,446.38.

Attachments

bonding company listed on the Department of the Treasury's Listing of Certified Companies http://www.fms.treas.gov/c570/c570_a-z.html. AIA bonds are not acceptable.

- 123.1. Surety must be in compliance with any bond requirements mandated by the State of Illinois.
- 123.2. Payment and Performance Bonds are typically one hundred ten percent (110%) of the full contract price unless depicted otherwise on page one of the solicitation. Performance Bonds are required for: all Public Works projects in excess of \$10,000; the faithful fulfillment of the contract; the payment of all labor, materials and fees for service used in the work; and for the protection of the City from all liens and damages arising out of the work.
- 123.2.1. The successful bidder submits the Performance Bond with the signed contract.
- 123.2.2. Under rare circumstances, a Letter of Credit may be acceptable to the City provided the rating of the Bank at time of contract is acceptable to the City, and the project is not funded by motor fuel tax funds, federal aid funds, or other state funding.
- 123.3. Maintenance Bonds are typically ten percent (10%) of the final contracted price, including all adjustments, change orders and allowances, unless depicted otherwise on page one of the solicitation.
- 123.3.1. Maintenance Bonds are to be submitted upon receipt of final completion and acceptance.
124. All Contract documents, Insurance Certificates, Bond Certificates must be submitted *within 10 days* after receipt of the award document. Work may not proceed until said completed documents, and any other required documents, are received by the Procurement Officer and deemed acceptable.
125. Security Clearance:
- 125.1. Background checks inclusive of finger printing may be required for contractors servicing secured areas. Contractors will submit a list of employees' names, birth dates, and social security numbers to the Project Manager who will coordinate the background checks with the police department. Said list should include staff to cover absences or reassignment.
- 125.2. Anyone with a background history showing a conviction for a felony, theft history of any kind, sex offense history, or any crime involving moral turpitude, illegal drug or narcotics use, sale or possession, or anyone showing a felony charge pending, or who has any outstanding warrants of any type, including misdemeanor traffic or felony warrants, may be subject to arrest, and will not be allowed to work under this contract.
- 125.3. The contractor shall be responsible for all personnel engaged in the work:
- 125.3.1. To ensure that said personnel have been completely and satisfactorily cleared by the City of Wheaton for work within secure areas.
- 125.3.2. to ensure that a sufficient amount of backup or relief personnel to cover absenteeism or replacement have been completely and satisfactorily cleared by the City of Wheaton for work within secure areas.
- 125.3.3. To ensure that all equipment and personnel do not enter facilities except as required during the progress of the work.
- 125.4. The City reserves the right to request removal of any contractor's employee upon submitting proper justification should such action be considered necessary to the best interests of the City. Contractor is permitted to add/replace personnel with approved backup personnel, or reassign personnel already cleared by the City for work within secure areas. *The City must be provided written notice prior to time of replacement.*
126. The successful bidder may be audited by the City or an agent of the City. Audits may be at the request of federal or state regulatory agencies, other governmental agencies, courts of law, consultants hired by the City or other parties, which in the City's opinion requires information. Data, information and documentation will include, but not be limited to, original estimate files, change order estimate files, detailed worksheets, subcontractor proposal, supplier quotes and rebates, all project related correspondence, and subcontractor and supplier change order files.

PATENTS:

127. The successful bidder agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented

material process, article, or device that may enter into the manufacture, construction or form a part of the work covered by the contract

OTHER ENTITY USE:

128. Although this solicitation is specific to the City of Wheaton, Bidders have the option of allowing this offer, if awarded by the City to the Bidder, to be available to other local entities and agencies within the DuPage-Kane-Cook-Will and Kendall Counties. If the successful bidder and the interested entity/agency mutually agree on the contract terms inclusive of pricing and terms and conditions, both parties may perform business under the authority of this contract.
129. It is understood that at no time will any city or municipality or other agency be obligated for placing an order for any other city, municipality or agency; nor will any city or municipality or agency be obligated for any bills incurred by any other city or municipality or agency. Further, it is understood that each agency will issue its own purchase order to the awarded bidder(s).

SPECIAL CONDITIONS:

130. Wherever Special Provisions are in conflict with conditions stated in these Terms and Conditions, the Special Provisions stated shall take precedence.

PROTESTS:

131. Any bidder who claims to be aggrieved in connection with a solicitation, the selection process, a pending award, or other reasonable issue may initiate a protest.
132. Protests for bids against the solicitation process or stated requirements must be presented in writing via e-mail to the Procurement Officer *no later than seven calendar days before the date established for the receipt of submittals.*
133. Protests involving the evaluation of
- 133.1. Bid offers, staff recommendations, or the award process must be submitted in writing to the Procurement Officer *no later than three business days after bid results are publicly posted.*
- 133.2. Proposals must be submitted in writing to the Procurement Officer *no later than three business days after recommendation to award is publicly posted.*
134. Protests must include
- 134.1. the name and address of the protestor;
- 134.2. appropriate identification of the solicitation
- 134.3. if an award has been initiated, the award documents number, if available,
- 134.4. identification of the procedure that is alleged to have been violated;
- 134.5. precise statement(s) of the relevant facts;
- 134.6. identification of the issue to be resolved;
- 134.7. protestor's argument and supporting documentation;
- 134.8. Exhibits, evidence, or documents to substantiate any claims.
135. A person filing a notice of protest will be required at the time the notice of protest is filed to post a bond in the form of a cashier's check or surety bond in an amount equal to twenty-five percent of the City's estimate of the total volume of the contract, or \$1,000, whichever is less.
- 135.1. If the decision of the Protest does not uphold the action taken by the City, then the City shall return the amount, without deduction, to the bidder filing the protest.
- 135.2. If the decision of the Protest upholds the action taken by the City, then the City shall retain the amount in payment of a portion of the cost and expense, including but not limited to, time spent by City staff in responding to the protest and in conducting the evaluation of the protest.
136. Upon receipt of the notice of protest, the Procurement Officer shall not proceed further with the award of the contract.
137. The Procurement Officer will rule on the protest in writing *within two business days from receipt of protest.*
138. Appeals of the Procurement Officer's decision must be made in writing *within two business days after receipt* thereof and submitted to the City Manager's office for final resolution. Appellant shall have the opportunity to be heard and an opportunity to present evidence in support of the appeal.

END OF
GENERAL INSTRUCTIONS FOR VENDORS



42400 Hwy. 41, Wadsworth, IL. 60083

To: Village of Carol Stream
124 Gerzevske Lane
Carol Stream, IL. 60188
Todd Hoppenstedet

Todd,

We are pleased to quote the following Peterbilt Model 348 as per the attached summary.
NJPA Contract # 102811

2016 Model 348	\$ 88,514.38
Heated Windshield	\$ 595.00
Doc Fee	\$ 165.00
Title / Plates	\$ 105.00
	\$ 89,379.38
DEDUCT for Wheaton Contract	\$ <1,883.00>

Municipal FET and Sales Tax Exempt
Final Payment Due Upon Delivery to Body Company
Signed Agreement Required

Accepted . _____


Date . _____

PO # _____

Rick Michalowski | Vocational Account Manager
JX Enterprises, Inc.
Cell 708-207-2354 | Fax 708-460-8991
rmichalowski@jxe.com
www.JXE.com

Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager

FROM: Philip J. Modaff, Director of Public Works 

DATE: July 2, 2014

RE: Recommendation to Award a Contract for Vehicle Rehabilitation Services

The FY16 budget includes \$48,000 for the rehabilitation of a large dump truck (#71). Similar work was performed on a similar truck in the current year and our goal is to extend the life of these large trucks for at least ten years and defer a replacement cost of at least four times the rehabilitation cost.

In the current fiscal year the Village awarded a contract to Henderson Truck Equipment following a process which yielded no other interested vendors. Henderson now has a contract available for this type of work through the National Joint Powers Alliance (NJPA), of which Carol Stream is a member. NJPA allows government agencies who become members to take advantage of jointly bid contracts for all types of services and equipment.

The work that is planned for truck #71 will include replacement of the dump body and salt-spreader with stainless-steel components, re-plumbing of the entire hydraulic system with hard stainless-steel tubing from front to back, sandblasting and re-coating of the entire underbody and snow plow and upgrading of the salt and wet-system controls. The cost of the proposed rehabilitation work is \$45,650.00.

We are also recommending the replacement of the plow for this truck. While not originally planned when the budget was proposed the plow suffered serious wear over the past two winter seasons and has exhibited signs of deterioration that cannot be repaired. A new plow and hitch will be installed for an additional \$10,500, which would bring the total rehabilitation cost to \$56,150. To make up for the budget shortfall of \$8,150.00 staff recommends using a portion of the \$19,000 savings from the two truck purchases that are recommended on the April 6 Village Board agenda.

I recommend that the Village Board approve a Motion to award a contract for truck rehabilitation services to Henderson Truck Equipment under NJPA contract number 080114-HPI in the amount of \$56,150.00.

Attachments



Henderson Truck Equipment-Illinois
124 Industrial Drive
Gilberts, IL. 60136

Toll Free: 888-360-7483
Office: 847-836-4996

Quote

Date: 3/27/15
To: Andrew @ Carol Stream
By: Joe Vagle
Re: 2015 Refirb Project

Henderson Truck Equipment-Illinois is pleased to quote the following equipment:

Henderson Products NJPA Contract Number - 080114-HPI
Carol Stream Member Number - 25,788

<u>Contract Items</u>	<u>List Price</u>	<u>30% Discount</u>
(1) 10' x 30" Dump Body	\$19,814.00	\$13,869.80
(1) 10 gauge 201 stainless steel	\$6,190.00	\$4,333.00
(1) Air Tailgate	\$483.00	\$338.10
(1) Stainless steel fold down ladder	\$1,083.00	\$758.10
(1) 1-1/2" stainless steel grip strut walk rail	\$1,157.00	\$809.90
(1) Double acting telescopic hoist	\$1,025.00	\$717.50
(1) 22" x 86" 201 stainless steel cabshield	\$1,168.00	\$817.60
(1) two intermediate per side v crimped side brace	\$290.00	\$203.00
(1) PTO in lieu of front pump	\$1,411.00	\$987.70
(1) Certified Power XDS Spreader controller	\$7,912.00	\$5,538.40
(1) Additional set of mudflaps in front of rear wheels	\$160.00	\$112.00
(1) 7 prong trailer plug	\$128.00	\$89.60
(1) Electric tarp system	\$3,440.00	\$2,408.00
(1) Spinner light	\$173.00	\$121.10
(10) Shovel holder	\$288.00	\$201.60
(2) Wrap around curb guard @ 150 each	\$300.00	\$210.00
(1) Stainless steel 6" direct drive under-tailgate spreader	\$5,351.00	\$3,745.70
(1) Motor with integral speed sensor	\$312.00	\$218.40
(1) Quick link plow portion	\$581.00	\$406.70
(1) 11' x 42" reversible snowplow	\$6,701.00	\$4,690.70
(1) Integral shield	\$214.00	\$149.80
(1) Adjustable cutting edge trip	\$1,821.00	\$1,274.70
(1) 12" rubber snow deflector	\$447.00	\$312.90
(1) 36" plastic side markers	\$49.00	\$34.30
(1) Parking Jack	\$165.00	\$115.50
(1) Slurry tube for Under-Tailgate spreader	\$920.00	\$644.00
(1) Vibrator mount	\$300.00	\$210.00
	\$61,883.00	\$43,318.10

Non-Contract Items

(1) Cirrus Controls Central Hydraulic System ILO Certified Power	\$3,275.00	\$2,292.50
(1) "J" style grade 50 steel moldboard ILO standard	\$386.00	\$270.20
(1) Outboard cylinder pushframe ILO standard	\$3,811.00	\$2,667.70
(1) Removal of existing body and hydraulics	\$3,648.00	\$2,553.60
(1) Sandblast & paint truck frame, plow hitch, pintle plate & wheels	\$5,368.00	\$3,757.60
(1) Sloped stainless steel side boards	\$1,843.00	\$1,290.10
	\$18,331.00	\$12,831.70
	Total Package	\$56,149.80


Price per Unit:	\$56,150.00
Number of Units	1
Extended Price	\$56,150.00
Tax	
Total Quote Price	\$56,150.00

FOB Gilberts, IL

Please note the following regarding installation quotes:

A clean truck frame without obstruction is assumed in the pricing of our quote. Re-positioning of air tanks, fuel tanks or other obstacles to the ease of installation may require additional charges. Henderson will notify you before modification if this occurs.

Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager
FROM: Philip J. Modaff, Director of Public Works 
DATE: April 1, 2015
RE: Recommendation for Waiver of Bid and Award of a Contract to Henderson Truck Equipment of Illinois for Outfitting of a Ford F-550

The FY16 budget includes funding for the replacement of vehicle #40, a small dump truck which serves as a snow plow vehicle and also supports street division activities. The April 6, 2015, Village Board agenda includes a recommendation for purchase of the cab and chassis from Currie Motors under a joint purchase arrangement with the Suburban Purchasing Cooperative. Once the cab and chassis are delivered the next step is outfitting of the truck, which includes installation of a dump body, plow, spreader and wet system. The outfitting will also include a removable cap for the dump body which will allow this truck to serve as a brush-chipping vehicle. Outfitting the new truck in this manner will allow us to eliminate another vehicle from the fleet (#68) which serves solely in the brush-chipping capacity.

Staff reviewed various options for outfitting the truck and has determined that Henderson Truck Equipment of Illinois offers the best options. We have recent satisfactory experience with Henderson outfitting dump trucks with snow plow equipment. Henderson's delivery time will be shorter than the other area competitors (Monroe and Tenco), with delivery anticipated in time for the winter season. In addition, any warranty work necessary would be closest with Henderson which is located in Gilberts IL. (Monroe is located in Joliet and Tenco in New York.)

The budget provides \$100,000 for the purchase of the truck and outfitting. Total cost for the cab and chassis purchase and outfitting of the truck as recommended would be \$8,533 under budget:

Truck:	\$41,217.00
<u>Outfitting:</u>	<u>\$50,250.00</u>
Total:	\$91,467.00

It is recommended that the Village Board approve a Motion waiving competitive bidding and awarding a contract to Henderson Truck Equipment of Illinois for the outfitting of a Ford F550 in the amount of \$50,250.00.

Attachments



Henderson Truck Equipment-Illinois
124 Industrial Drive
Gilberts, IL. 60136

Toll Free: 888-360-7483
Office: 847-836-4996

Quote

Date: 3/17/15
To: Todd @ Carol Stream
By: Joe Vagle
Re: One Ton

Henderson Truck Equipment-Illinois is pleased to quote the following equipment:

(1) Henderson Mark III One Ton Dump Body

9' 6" long with 13" fixed sides
201 stainless steel construction
3/16" AR400 floor
24" tall quick release tailgate with handle on curb side
Double acting telescopic lift cylinder
5" I-beam long sils with a 4" c-channel sub-frame
Full width lightbox on cabshield with the following lights
 Two 6" LED amber warning lights facing forward
 Two 6" LED amber warning light facing the side
 Two 6" LED amber warning light facing the rear
 Two 6" LED red Stop/Tail/Turn lights facing the rear
Two light holes inside the rear corner post with the following lights
 Two 6" LED amber warning lights
 Two 6" LED red Stop/Tail/Turn lights
Stainless steel shovel holder w/ bracket on driver side

(1) Henderson TGS Under-Tailgate Spreader

6" direct driver auger
201 stainless steel construction
18" poly spinner disc
Stainless steel mounting hardware
1/2" stainless steel pre-wet application tube installed inside

(1) Henderson Pre-wetting System

120 gallon behind the cab reservoir
Stainless steel tank frame
Vent kit for tank
2.8 gpm electric pre-wet pump

(1) Henderson MSP Reversible Snowplow

9' long x 34" tall
Full trip design with compression trip springs
12" rubber snow deflector
36" sight markers
Custom hitch for Ford F-550
Snowplow light kit

(1) Cirrus Controls Central Hydraulic System

PTO/Pump installed on Ford Transmission
20 gallon stainless steel valve/tank combination
Dual Spread electric spreader controller
Lamprey single electric joystick installed in headrest of Ford jumpseat
Stainless steel hydraulic tubing to the rear

(1) Trailer Towing Package

1/2" thick pintle plate
Two "D" rings
7 pole flat trailer plug
20 ton pintle hook

(1) Chipper Cap

Custom made to fit Henderson Mark III dump body
Made of 201 stainless steel
Bolts into side board pockets on body

(1) Misc Equipment

One set of poly full fenders over the rear wheels
One set of rubber mudflaps behind the rear wheels
One set of hide-away strobe lights in front turn signals
One LED Spreader light

Price per Unit:	\$50,250.00
Number of Units	1
Extended Price	\$50,250.00
Tax	
Total Quote Price	\$50,250.00


FOB Gilberts, IL

Please note the following regarding installation quotes:

A clean truck frame without obstruction is assumed in the pricing of our quote. Re-positioning of air tanks, fuel tanks or other obstacles to the ease of installation may require additional charges. Henderson will notify you before modification if this occurs.

Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager

FROM: Philip J. Modaff, Director of Public Works 

DATE: April 2, 2015

RE: Recommendation to Reject All Bids, Waive Competitive Bidding and Award a Contract to Brancato Landscaping for Tree Planting Services

Staff recently solicited bids for tree planting services for the Spring and Fall planting seasons. The budget anticipates planting of five-hundred (500) trees in the coming fiscal year, with approximately three-hundred fifty (350) to be planted in the Spring and another one-hundred fifty (150) in Fall 2015. Bidders were required to submit proposed increases for two, one-year extensions, to be awarded at the Village's sole discretion. On March 20, 2015, five bids were received and publicly read aloud, with the following results:

Contractor	Unit Cost	Year 2 Incr.	Year 3 Incr.
Alaniz Group, Inc.	\$61.00	0%	2%
Brancato Landscaping	\$75.00	0%	0%
KCG Management	\$89.00	0%	0%
Beary Landscaping	\$98.40	2%	4%
McGinty Bros., Inc.	\$144.00	3%	3%

Following a review of all bids received and consultation with the Village Attorney, staff believes it is in the best interest of the Village to reject all bids, waive competitive bidding and award a contract to the second lowest bidder. The total price of the contract will fall within the amount budgeted for this work in FY16.

Staff recommends that the Village Board approve a Motion rejecting all bids, waiving the competitive bidding process and awarding a contract to Brancato Landscaping, Inc., in the amount of \$37,500.00 for tree planting services in FY2016.

Attachments

**VILLAGE OF CAROL STREAM
 BID PROPOSAL FORM
 TREE PLANTING SERVICES SPECIFICATIONS**

The Contractor in submitting this bid hereby agrees to comply with all provisions and requirements of the specifications and contract documents attached hereto. The undersigned ("Contractor") agrees to furnish to the Village of Carol Stream, an Illinois Municipal Corporation hereinafter referred to as the "Village", **Tree Planting Services** for the 2015 Tree Planting Program

Price for Planting Services (per tree) \$ 75⁻

Total for Tree Planting (500 trees) \$ 37,500⁻

Change of Rate for Upcoming Years: 2016 0 %

2017 0 %

Company: Brancato Landscaping, Inc.

Address: 901 Nicholas Unit B.

Elk Grove Village, IL 60007

Telephone No. 847-965-1160

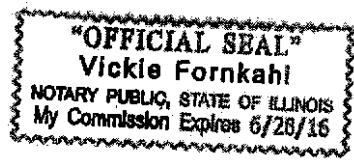
Fax No. 847-357-9901

Signature: [Handwritten Signature]

Name and Title: (Please Print) JOE BRANCATO President Date: 3-17-15

Subscribed and sworn before me this 18th day of March, 2015

MY COMMISSION EXPIRES: 6-28-16
Vickie Fornkahl



NOTARY PUBLIC

**SEALED BID IS DUE
 Friday, March 20, 2015
 1:00 pm**

RESOLUTION NO. _____

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

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

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

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

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

SECTION 1: That the Mayor and Board of Trustees of the Village of Carol Stream find that the personal property described in Exhibit "A", now owned by the Village of Carol Stream, is no longer useful and authorize its disposal per the attached memorandum dated April 2, 2015.

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

PASSED AND APPROVED THIS 6th DAY OF April, 2015.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

EXHIBIT "A"

Village of Carol Stream Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: Philip J. Modaff, Director of Public Works
DATE: April 2, 2015
RE: Surplus Equipment – 2005 "Gator" Utility Cart (Unit #593)

The Department has identified the equipment below to be declared surplus. This is a ten-year old utility cart that is primarily used on a seasonal daily basis for transporting employees during landscape maintenance operations and also serves as transport for various staff during special events. It was purchased in 2005 for \$7,790. Due to poor physical condition and escalating maintenance costs this unit has reached the end of its useful service life.

The FY16 budget includes \$17,500 to purchase two replacement utility carts. Public Works has tested several makes and models and has selected a unit that best meets our needs. The vendor from whom the purchase would be made has offered the Village \$1,250.00 in trade-in value, bringing the net cost for the two new units to \$16,720.98. Based upon the Garage Supervisor's assessment of the condition and value of this unit it is our recommendation to dispose of this via trade-in as proposed.

- **John Deere Gator # 593 (W06X4HD002390)**

Staff recommends that this item be declared surplus by the Mayor and Board of Trustees and that the Public Works Director be authorized to dispose of the item via trade-in as part of the purchase of two budgeted replacement units.



RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF
AN AGREEMENT FOR REGULATION OF PARKING OF MOTOR
VEHICLES AND TRAFFIC AT THE KLEIN CREEK CONDOMINIUM ASSOCIATION
IN THE VILLAGE OF CAROL STREAM**

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

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

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

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

PASSED AND APPROVED THIS 6th DAY OF APRIL, 2015.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

**AGREEMENT FOR REGULATION OF PARKING OF MOTOR VEHICLES
AND TRAFFIC AT KLEIN CREEK CONDOMINIUM ASSOCIATION
IN THE VILLAGE OF CAROL STREAM**

THIS AGREEMENT, made and entered into this 20th day of May 2014, by and between the VILLAGE OF CAROL STREAM, a municipal corporation of the State of Illinois (hereinafter called the "Village") and Klein Creek Condominium Association, an Illinois corporation (hereinafter called the "Owner")

WITNESSETH:

WHEREAS, Klein Creek Condominium Association is the owner of a residential development (apartment/condominium complex) which controls a parking area located within the limits of the Village, and which is legally described in Appendix A attached to this agreement; and

WHEREAS, Klein Creek Condominium Association desires to enter into an agreement with the Village in order to empower the Village to regulate the parking of motor vehicles and the traffic at such parking area, pursuant to the provisions of Chapter 625 ILCS 5 sections 11-209 & 11-209.1, Illinois Compiled Statutes; and

WHEREAS, The Village Board of Carol Stream and Board of Directors of Klein Creek Condominium Association have authorized the ratification of the terms, provisions, and conditions of the Agreement:

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

1. The Village hereby agrees to establish and enforce the following regulations within the apartment/condominium complex:
 - a. The maximum speed limit for any vehicle shall be twenty (20) miles per hour.
 - b. Stop signs within the jurisdiction of Carol Stream shall be posted at all exits and the driver of a vehicle emerging from the apartment complex shall stop such vehicle immediately prior to driving onto a sidewalk or street and shall yield the right-of-way to any pedestrian as may be necessary to avoid collision, and upon entering the street or roadway shall yield the right-of-way to all vehicles approaching on said street or roadway;
 - c. The stopping, standing or parking of any motor vehicle on roadway or driveway which lies directly in front of the building located within the apartment/condominium complex shall be prohibited, except that the Owner shall have the right to establish a loading zone not to exceed N/A feet and to be located directly in front of the entrance of the building. If the Owner desires to establish such a loading zone, the Owner shall obtain, erect, and maintain at his own expense, suitable signs for this purpose;

- d. The prohibition of parking by vehicles not driven by or used by handicapped persons in parking spaces designated only for use by the handicapped;
 - e. The standing or parking of any motor vehicle within the apartment/condominium complex during the hours of _____ to _____ shall be prohibited, except that any motor vehicle having a decal or sticker issued by the Owner shall not be subject to this restriction;
 - f. The removal and storage of any vehicle parked within the apartment/condominium complex which is left unattended for a period of two days or left unattended anywhere within the area covered by this agreement in such a manner as to constitute an obstruction to traffic or where stopping, standing or parking is prohibited. The Village shall have such vehicle removed and impounded where it shall remain until a charge is made for the removal and storage in accordance with ordinance provisions. In the event that the municipality is unable to recover the cost for storing such vehicle, that amount shall be payable by the Owner.
2. The Owner does hereby agree to erect signs consistent with the manual on Uniform Traffic Control Devices for Streets and Highways relating to the aforesaid regulations at the appropriate places within the apartment/condominium complex.
 3. The Owner does hereby agree to bear the costs and expenses of obtaining, erecting (consistent with the Manual on Uniform Traffic Control Devices for Street and Highways) and maintaining any and all signs necessary to the enforcement of the aforesaid regulations.
 4. ~~The Owner further agrees to make available at its own expense a distinctive decal or sticker for the use of its employees and other authorized personnel. Such decal or sticker shall be placed on the driver's side rear window of the automobile of said persons for identification purposes.~~
 5. The Village hereby agrees to regulate the parking of automobiles and the traffic at the apartment/condominium complex to enforce the aforesaid regulation.
 6. Where any owner or user of a vehicle shall use or permit the use of a vehicle in a manner contrary to the regulations contained within this agreement the Village will enforce its ordinances and those State Traffic Code provisions listed in Appendix "B" against such person as if the action had taken place on a public highway.
 7. It is mutually agreed that this agreement shall cover a period of one (1) year from the date hereof and shall be self renewing for periods of one (1) year each thereafter, not to exceed a period of 20 years, unless (a) the Village of Carol Stream accepts the dedication of public streets in the development or (b) until canceled by not less than thirty (30) days written notice by either party to the other of its intention to cancel

same, in which case, the agreement shall terminate on the first day of January in the year next following the filing of the cancellation notice.

8. Whenever notice to the Village is required, it shall be addressed to:

Village Clerk, Beth Melody
Village of Carol Stream
500 North Gary Avenue
Carol Stream, Illinois 60188

When notice to the Owner is required, it shall be addressed to:

Klein Creek Condominium Association C/O LMS

25 NW Point Blvd #330

Elk Grove Village, IL 60007

9. The Owner hereby agrees to release and hold harmless and defend (including the payment of all costs and attorney's fees) the Village, its officers and agents, in connection with any and all action or claims for any loss, damage, personal injury or death occurring as a consequence of the performance of this agreement and shall procure insurance to protect, hold harmless and indemnify the Village pursuant thereto. Such insurance shall be in the minimum amount of one million dollars, and shall be in such form and with such company as shall be approved by the corporate authorities. Neither the amount of the insurance, nor a failure of the insurance company to pay, shall limit the obligation of the owner to hold harmless and defend.

10. In consideration for the performance by the Village of the police services herein specified upon the private property of the Owner, the municipality shall be paid the sum of \$0.00 per month. It is understood between the parties that such compensation is for the extra police services to be performed under this contract and not as a payment for normal police protection. The Municipality shall, in the exercise of its' sole discretion, determine when the press of regular police business shall preclude the furnishing of extra police services under this agreement.

11. The sole remedy available to the Owner, upon any breach of this agreement by the Municipality, shall be the cancellation of the agreement under its terms. It is of the essence of this agreement, that the Municipality shall not be liable in money damages for any breach of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument by their daily-authorized officers the day and year first above written.

Klein Creek Condominium Association
An Illinois Corporation

VILLAGE OF CAROL STREAM
A MUNICIPAL CORPORATION
OF THE STATE OF ILLINOIS

By: *[Signature]*
President/Owner

By: _____
Mayor

ATTEST:

ATTEST:

[Signature]
Secretary/Notary

Village Clerk



(SEAL)

APPENDIX "A" OF AN AGREEMENT FOR THE
REGULATION OF PARKING OF MOTOR VEHICLES,
THE ENFORCEMENT OF CERTAIN TRAFFIC PROVISIONS
AND THE FURNISHING OF GENERAL POLICE SERVICES.

Property Description:

Address: 110-344 Klein Creek, Carol Stream

Property Parcel Number:

Legal Description Attached

**APPENDIX "B" OF AN AGREEMENT FOR THE
REGULATION OF PARKING OF MOTOR VEHICLES,
THE ENFORCEMENT OF CERTAIN TRAFFIC PROVISIONS
AND THE FURNISHING OF GENERAL POLICE SERVICES AT:**

In addition to the parking or traffic regulation set forth within an "Agreement for the Regulation or Parking of Motor vehicles and Traffic" at Klein Creek Condominium Association dated this 20th day of May 2014, the Municipality and the Owner do hereby agree that the following additional sections of Chapter 625 ILCS 5 of the Illinois Compiled Statutes, or such sections may be amended may be enforced upon the subject property:

SECTION 11-202 through 11-206
SECTION 11-305 and 11-306
SECTION 11-309 through SECTION 11-416
SECTION 11-501 through SECTION 11-505
SECTION 11-601 through SECTION 11-611
SECTION 11-701 through SECTION 11-711
SECTION 11-801 through SECTION 11-806
SECTION 11-901 through SECTION 11-908
SECTION 11-1001 through SECTION 11-1011
SECTION 11-1201 through SECTION 11-1205
SECTION 11-1301 through SECTION 11-1306
SECTION 11-1401 through SECTION 11-1428
SECTION 11-1501 through SECTION 11-1515
SECTION 13-100 through SECTION 3-917
SECTION 6-101 through SECTION 6-106
SECTION 6-112 through SECTION 6-113
SECTION 6-301 through SECTION 6-305.1
SECTION 6-500 through SECTION 6-525
SECTION 12-100 through SECTION 12-902
SECTION 13-101 through SECTION 13-115
SECTION 15-101 through SECTION 15-319
SECTION 16-201 through SECTION 16-202

In addition, the Municipality may enforce all provisions of the Code of Ordinances of the Village of Carol Stream which relate to the parking of motor vehicles and the regulation of traffic, which provisions of the Municipal Code are not inconsistent with the provisions of Chapter 625 ILCS 5, Section 11 of the Illinois Compiled Statutes.

RESOLUTION NO. _____

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

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

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

WHEREAS, it has been determined by the Mayor and Board of Trustees of the Village of Carol Stream to declare one vehicle as surplus for sale and go to auction through the Insurance Auto Auction Inc.

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

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

- 2005 Dodge Magnum VIN: 2D8GV582X5H548904
- 1997 Dodge Ram Van VIN: 2B6HB21X9VK602006
- 2001 Chevrolet Blazer VIN: 1GNDDT13W512116760
- 1992 Ford F-150 P/U VIN: 2FTEF14Y1NCA51145
- 1996 Jeep Cherokee VIN: 1J4GZ78SOTC403511
- 2008 Kia VIN: KNAGE123585257437

now owned by the Village of Carol Stream, is no longer useful and authorize its auction per the attached memorandum dated April 1, 2015.

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

PASSED AND APPROVED THIS 6th DAY OF APRIL 2015.

AYES:

NAYS:

ABSENT:


Frank Saverino Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager

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

FROM: Sgt. Glenn Harker

DATE: 4/1/2015

RE: Surplus vehicles for auction

*Request to declare four seized vehicles awarded to the Village as
surplus for sale via the Insurance Auto Auction INC.*

I would like the six below listed vehicles declared as surplus so they can go to auction.

1)	2005 Dodge Magnum	2D8GV582X5H548904
2)	1997 Dodge Ram Van	2B6HB21X9VK602006
3)	2001 Chevrolet Blazer	1GNDDT13W512116760
4)	1992 Ford F-150 P/U	2FTEF14Y1NCA51145
5)	1996 Jeep Cherokee	1J4GZ78S0TC403511
6)	2008 Kia	KNAGE123585257437

830
95
1990

#40

(2007) 427 (Rev. 5/12)

AWARD ORDER

STATE OF ILLINOIS UNITED STATES OF AMERICA COUNTY OF DU PAGE
IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT

PEOPLE OF THE STATE OF ILLINOIS

-VS-

Case Number
14 MR 1093

2005 DODGE

DEFENDANT(S)

FILED
14 NOV 19 PM 4:25
Chris Kachiroubas
CLERK OF THE
18th JUDICIAL CIRCUIT
DU PAGE COUNTY ILLINOIS
File Stamp Here

CASE CLOSED
JUDGE'S INIT. lmw

AWARD ORDER

This cause coming on to be heard upon the motion of the STATE
and the Court being fully advised in the premises, having jurisdiction in the subject matter, upon a:

- Forfeiture Hearing (720 ILCS 5/36-2)
- Agreed Order of the Parties
- Entry of Judgment on Default 11/19/14
- Other _____

IT IS HEREBY ORDERED: The listed vehicle, a 2005 DODGE
(Year) (Make)

2 D 8 G V 5 8 2 X 5 H 5 4 8 9 0 4
(1) (2) (3) (4) (5) (6) (7) (8) (9) (10) (11) (12) (13) (14) (15) (16) (17)

1. Vehicle is awarded to CAROL STREAM POLICE (14-24235)
in accordance with 720 ILCS 5/36-2. SO 14-27350
 2. The Illinois Secretary of State is directed to:
 - a. Indicate that all right, title and interest in the listed vehicle is terminated immediately against the parties listed on the official title records of the Secretary of State.
 - b. Accept the application for a Certificate of Title by CAROL STREAM POLICE
- Other Terms or Conditions for Release: _____

Case Closed Strike future Court date: _____

BY EB 50064

ROBERT B. BERLIN, States Attorney
Attorney No. 50000
503 N. County Farm Road
Wheaton IL 60187
(630) 407- 8000

Electronically Certified

I, Chris Kachiroubas, Clerk of the 18th Judicial Circuit Court DuPage County, Illinois, do hereby certify the above to be correct.

Date 12-Mar-2015

ENTER: [Signature]
CHRIS KACHIROUBAS, Clerk

DATE: 11/19/14
By DEWEY HARTMAN
Deputy Clerk

This order is the command of the Circuit Court and violation thereof is subject to the penalty of the law. 7801382

CHRIS KACHIROUBAS, CLERK OF THE 18TH JUDICIAL CIRCUIT COURT

WHEATON, ILLINOIS 60187-0707

40

1990
95

#16

(2005)

AWARD ORDER

4737 (Rev. 5/12)

STATE OF ILLINOIS

UNITED STATES OF AMERICA

COUNTY OF DU PAGE

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT

PEOPLE OF THE STATE OF ILLINOIS

-VS-

Case Number

14 MR. 1605

1997 DODGE

DEFENDANT(S)

CASE CLOSED

JUDGE'S INIT

FILED
15 JAN 22 PM 2:19
18th JUDICIAL CIRCUIT
DU PAGE COUNTY
FILE STAMP HERE

AWARD ORDER

STATE

This cause coming on to be heard upon the motion of the _____ and the Court being fully advised in the premises, having jurisdiction in the subject matter, upon a:

Forfeiture Hearing (720 ILCS 5/36-2)

Agreed Order of the Parties

Entry of Judgment on Default
12/01/2014

Other _____

IT IS HEREBY ORDERED: The listed vehicle, a 1997 DODGE

2 B 6 H B 2 1 X 9 V K 6 0 2 0 0 6
(1) (2) (3) (4) (5) (6) (7) (8) (9) (10) (11) (12) (13) (14) (15) (16) (17)

1. Vehicle is awarded to CAROL STREAM POLICE
in accordance with 720 ILCS 5/36-2. (14-3499A)

2. The Illinois Secretary of State is directed to:

a. Indicate that all right, title and interest in the listed vehicle is terminated immediately against the parties listed on the official title records of the Secretary of State.

b. Accept the application for a Certificate of Title by CAROL STREAM POLICE

Other Terms or Conditions for Release: _____

Electronically Certified

Case Closed

Strike future Court date: _____

BY TEL/5006A

ROBERT B. BERLIN, States Attorney
Attorney No. 50000
503 N. County Farm Road
Wheaton IL 60187
(630) 407- 8000

ENTER: _____

DATE: 01/21/2015

I, Chris Kachirobas, Clerk of the 18th Judicial Circuit Court, DuPage County, Illinois, do hereby certify the above to be correct.

Date: 12-Mar-2015

Chris Kachirobas
CHRIS KACHIROBAS, Clerk

By DEWEY HARTMAN
Deputy Clerk

This order is the command of the Circuit Court and violation thereof is subject to the penalty of the law. 7801395

CHRIS KACHIROBAS, CLERK OF THE 18TH JUDICIAL CIRCUIT COURT
WHEATON, ILLINOIS 60187-0707

095
820
1990
AWARD ORDER

#45

(2009) 4237 (Rev. 5/12)

STATE OF ILLINOIS

UNITED STATES OF AMERICA

COUNTY OF DU PAGE

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT

PEOPLE OF THE STATE OF ILLINOIS

-VS-

Case Number

14MR1217

2001 CHEVROLET

DEFENDANT(S)

FILED
14 SEP 24 PM 4:17
CLERK OF THE
18TH JUDICIAL CIRCUIT
DU PAGE COUNTY
File Stamp Here

AWARD ORDER

This cause coming on to be heard upon the motion of the STATE and the Court being fully advised in the premises, having jurisdiction in the subject matter, upon a:

Forfeiture Hearing (720 ILCS 5/36-2)

Agreed Order of the Parties

all parties
Entry of Judgment on Default

Other _____

IT IS HEREBY ORDERED: The listed vehicle, a 2001 CHEVROLET
(Year) (Make)

1 G N D T 1 3 W 5 1 2 1 1 6 7 6 0
(1) (2) (3) (4) (5) (6) (7) (8) (9) (10) (11) (12) (13) (14) (15) (16) (17)

1. Vehicle is awarded to CAROL STREAM POLICE (14-27438) in accordance with 720 ILCS 5/36-2.

2. The Illinois Secretary of State is directed to:

a. Indicate that all right, title and interest in the listed vehicle is terminated immediately against the parties listed on the official title records of the Secretary of State.

b. Accept the application for a Certificate of Title by CAROL STREAM POLICE

Other Terms or Conditions for Release: _____

Case Closed Strike future Court date: _____
BY TEV 50064
ROBERT B. BERLIN, States Attorney
Attorney No. 50000
503 N. County Farm Road
Wheaton IL 60187
(630) 407- 8000

Electronically Certified
I, Chris Kachirobas, Clerk of the 18th Judicial Circuit Court DuPage County, Illinois, do hereby certify the above to be correct.
Date: 12-Mar-2014
Chris Kachirobas
CHRIS KACHIROBAS, Clerk
By: DEWEY HARTMAN
Deputy Clerk
This order is the command of the Circuit Court and violation thereof is subject to the penalty of the law: **7501369**

1990
95
2840

A/0

(2005)

AWARD ORDER

427 (Rev. 5/12)

STATE OF ILLINOIS

UNITED STATES OF AMERICA

COUNTY OF DU PAGE

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT

PEOPLE OF THE STATE OF ILLINOIS

-VS-

Case Number

14 MR 722

1992 FORD

DEFENDANT(S)

FILED
14 JUL - 1 PM 3:28
CLERK OF COURT
DU PAGE COUNTY
WHEATON, ILLINOIS

CASE CLOSED
JUDGE'S INIT.
STATE

AWARD ORDER

This cause coming on to be heard upon the motion of the and the Court being fully advised in the premises, having jurisdiction in the subject matter, upon a:

Forfeiture Hearing (720 ILCS 5/36-2)

Agreed Order of the Parties

Entry of Judgment on Default *entered 6/23/14*

Other

IT IS HEREBY ORDERED: The listed vehicle, a

1992
(Year)

FORD
(Make)

2 F T E F I 4 Y I N C A S I I 4 S
(1) (2) (3) (4) (5) (6) (7) (8) (9) (10) (11) (12) (13) (14) (15) (16) (17)

1. Vehicle is awarded to CAROL STREAM POLICE (13-10550)
in accordance with 720 ILCS 5/36-2. SO 14-18031.

2. The Illinois Secretary of State is directed to:

a Indicate that all right, title and interest in the listed vehicle is terminated immediately against the parties listed on the official title records of the Secretary of State.

b Accept the application for a Certificate of Title by CAROL STREAM POLICE

Other Terms or Conditions for Release:

Electronically Certified

Case Closed

Strike future Court date: 07/17/2014

BY TEV 5006A

ROBERT B. BERLIN, States Attorney
Attorney No. 50000
503 N. County Farm Road
Wheaton IL 60187
(630) 407- 8000

ENTER:

DATE:

Chris Kachiroubas, Clerk of the 18th Judicial Circuit Court
DuPage County, Illinois. I hereby certify the above to be correct.
Date 12-Mar-2015
CHRIS KACHIROUBAS, Clerk
By DEWEY HARTMAN
Deputy Clerk
This order is the command of the Circuit Court and violation thereof subject to the penalty of the law. 7881388

CHRIS KACHIROUBAS, CLERK OF THE 18TH JUDICIAL CIRCUIT COURT

WHEATON, ILLINOIS 60187-0707

AWARD ORDER

STATE OF ILLINOIS

UNITED STATES OF AMERICA

COUNTY OF DU PAGE

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT

PEOPLE OF THE STATE OF ILLINOIS

-VS-

Case Number

15 MR 236

1996 JEEP

DEFENDANT(S)

File Stamp Here

AWARD ORDER

This cause coming on to be heard upon the motion of the STATE
and the Court being fully advised in the premises, having jurisdiction in the subject matter, upon a:

Forfeiture Hearing (720 ILCS 5/36-2)

Agreed Order of the Parties

Entry of Judgment on Default 3/27/2015

Other _____

IT IS HEREBY ORDERED: The listed vehicle, a

1996
(Year)

JEEP
(Make)

1 J 4 G Z Z 8 S 0 T C 4 0 3 5 1 1
(1) (2) (3) (4) (5) (6) (7) (8) (9) (10) (11) (12) (13) (14) (15) (16) (17)

1. Vehicle is awarded to CAROL STREAM POLICE (15-5361)
in accordance with 720 ILCS 5/36-2.

2. The Illinois Secretary of State is directed to:

a. Indicate that all right, title and interest in the listed vehicle is terminated immediately against the parties listed on the official title records of the Secretary of State.

b. Accept the application for a Certificate of Title by CAROL STREAM POLICE

Other Terms or Conditions for Release: _____

Case Closed

Strike future Court date: _____

BY TEV 5006A

ENTER: Annice M. Theodor

ROBERT B. BERLIN, States Attorney
Attorney No. 50000
503 N. County Farm Road
Wheaton IL 60187
(630) 407- 8000

DATE: 03/27/2015.

AWARD ORDER

#16

(2005)

4237 (Rev. 5/12)

STATE OF ILLINOIS

UNITED STATES OF AMERICA

COUNTY OF DU PAGE

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT

PEOPLE OF THE STATE OF ILLINOIS

-VS-

Case Number

14MR 231

2008 KIA

DEFENDANT(S)

File Stamp Here

AWARD ORDER

This cause coming on to be heard upon the motion of the STATE and the Court being fully advised in the premises, having jurisdiction in the subject matter, upon a.

Forfeiture Hearing (720 ILCS 5/36-2)

Agreed Order of the Parties

Entry of Judgment on Default

Other

ALL PARTIES.

IT IS HEREBY ORDERED: The listed vehicle, a 2008 KIA

Vehicle Identification Number: K N A G E 1 2 3 5 8 5 2 5 7 4 3 7

1. Vehicle is awarded to CAROL STREAM POLICE (14-5322) in accordance with 720 ILCS 5/36-2. SD 14-7187

2. The Illinois Secretary of State is directed to:

a. Indicate that all right, title and interest in the listed vehicle is terminated immediately against the parties listed on the official title records of the Secretary of State.

b. Accept the application for a Certificate of Title by CAROL STREAM POLICE

Other Terms or Conditions for Release:

Case Closed

Strike future Court date:

BY

TEV 5006A

ROBERT B. BERLIN, States Attorney
Attorney No. 50000
503 N. County Farm Road
Wheaton IL 60187
(630) 407- 8000

ENTER:

DATE:

Handwritten signature and date 04/09/2014

Village of Carol Stream
Interdepartmental Memo

DATE: April 6, 2015
TO: Joseph E. Breinig, Village Manager
FROM: Christopher Oakley, Assistant to the Village Manager
RE: Raffle License Application & Amplification Permit Request

Attached is a raffle license application from the Illinois Chapter of Operation Support Our Troops America (IL-SOTA) to sell raffle chances whose proceeds will be donated in support of this troop support organization. In addition, an umbrella amplification permit is attached requesting Village Board approval to amplify prerecorded and live music outdoors at the Ferraro Town Center as part of 2015 Summer in the Center activities that includes the 4-day summer carnival and the 10-date summer concert series.

Raffle License Application:

The raffle license application requests approval from the Village Board of Trustees to conduct a 50/50 Raffle on behalf of the Illinois Chapter of the Operation Support Our Troops America charity during 4 scheduled summer concerts that includes the 6th Annual Concert for the Troops on Thursday, July 16th. Raffle tickets are sold by Village staff persons for \$1/chance or 6 chances for \$5 beginning at 6 pm and ending at 7:45 pm with the actual drawing held on the Gazebo Stage between the featured band's 1st and 2nd music sets. It is precedent for the Village Board to waive both the raffle application fee and manager bond requirement and to this end request that same consideration for this year's effort. All proceeds from the sale of raffle chances at the four summer concerts are donated to IL-OSOTA.

Amplification Permit:

Section 15-5-1 of the Village Code of Ordinances (Sound Amplifiers) requires any party wanting to play amplified music able to be heard over a public street or public property to first obtain a permit from the Village. To this end, an amplification permit application is attached requesting Village Board approval to host the 4-day Summer Carnival in addition to the upcoming 10-date Summer Concert Series during which prerecorded and/or live music will be played outdoors at the Ferraro Town Center. As part of this permit request, the Village requests a waiver of the \$25 application fee.

Please include IL-OSOTA's raffle license application and the Village's amplification permit application for the 14-date summer event season on the upcoming April 6th agenda for consideration by the Village Board.

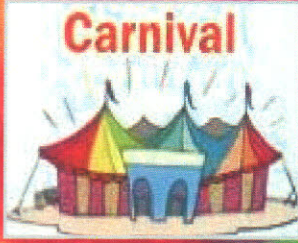
Concessions
Begin @ 6 PM

Concerts
@ 7 PM

Carol Stream Summer Concert S E R I E S



Gary Ave. & Lies Rd.



**Thu., June 11
- Sun., June 14**



**Sat, 6/13 FREE Special
Needs Carnival
Noon - 2:00 PM**



**Thu., Denny Diamond &
6/18 the Family Jewels
Food-Charkies**

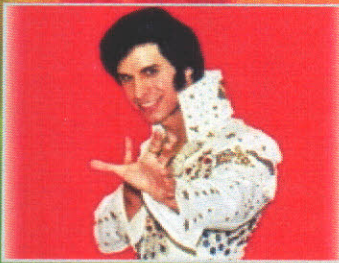


**Thu., SHINDIG
6/25 Food-Alberto's**



Fireworks @ 9:20 pm

**Sat. Illinois Brass Band
7/4 Food Truck Night**



**Thu. Elvis Presley
7/9 Food-Charkies**



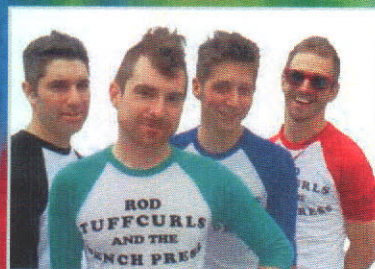
**Thu. 7th Heaven Troop
7/16 Food-Rocco Vino's**



**Thu. CATFIGHT
7/23 Food-Alberto's**



**Thu. Final Say
7/30 TBD**



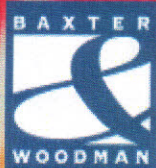
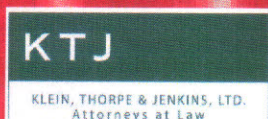
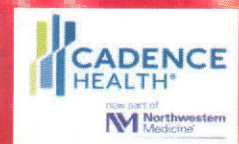
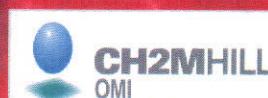
**Thu. Rodd Tuff curls
8/6 Food-Rocco Vino's**



**Thu. Libido Funk Circus
8/13 Food-Charkies**



**Thu. One Night Band
8/20 Food-Alberto's**



Village of Carol Stream
 Schedule of Bills
 For Village Board Approval on April 6, 2015

AGENDA ITEM
L-1 4-6-15

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
A T & T					
SERV FRM MAR 16 - APRIL 15 2015	440.18	01652800-52230	TELEPHONE	630Z57651903 3/16/15	
	<u>440.18</u>				
AJD CONCRETE CONSTRUCTION CORP					
SNOW RMVL 3/23/15 EVENT #14-020	3,606.67	01670200-52266	SNOW REMOVAL	2015-0009	
	<u>3,606.67</u>				
ALANIZ LANDSCAPE GROUP					
TREE PLANTING PROJECT -FINAL	9,518.40	01670700-52268	TREE MAINTENANCE	4987	
TREE PLANTING PROJECT -FINAL	22,209.60	01670700-52281	EAB REMOVAL/REPLACEMENT	4987	
	<u>31,728.00</u>				
AMERICAN LEGAL PUBLISHING CORP					
MARCH CODIFICATION	126.00	01580000-52253	CONSULTANT	0103724	
	<u>126.00</u>				
B & F CONSTRUCTION CODE SERVICES, INC					
PLAN REVEIW 637 BURNS ST BLDG #11	149.80	01643700-52253	CONSULTANT	41197	
PLAN REVIEW - 637 BURNS ST BLDG #2	149.80	01643700-52253	CONSULTANT	41198	
PLAN REVIEW -102 S SCHMALE DR	1,369.37	01643700-52253	CONSULTANT	41206	
PLAN REVIEW 160 ELK TRL	392.34	01643700-52253	CONSULTANT	41256	
PLAN REVIEW 255 KEHOE BLVD	392.34	01643700-52253	CONSULTANT	41245	
PLAN REVIEW 806 ARMY TRAIL RD	2,828.24	01643700-52253	CONSULTANT	41267	
PLAN REVIEW FOR 1251 N GARY AVE	149.80	01643700-52253	CONSULTANT	41235	
PLAN REVIEW FOR 637 BURNS ST BLDG #12	149.80	01643700-52253	CONSULTANT	41195	
PLAN REVIEWS FOR 637 BURNS ST BLDG #1	149.80	01643700-52253	CONSULTANT	41196	
PLUMBING INSPECTIONS FOR FEB/2015	860.00	01643700-52253	CONSULTANT	41145	
	<u>6,591.29</u>				
BEMMCO DOORS, HARDWARE & INSTALLATION LLC					
REPLACE EXTERIOR DOORS TWN CTR	1,025.00	01680000-52219	TC MAINTENANCE	5207	
	<u>1,025.00</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on April 6, 2015**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
BENCHMARK SALES & SERVICE OF IL INC					
PUMP REPAIR HSP #2 ES	4,250.00	04201600-52244	MAINTENANCE & REPAIR	14-1131	
	<u>4,250.00</u>				
BURNS MCDONNELL					
EMERGENCY GENERATOR POWER STUDY EOC PR	3,000.00	01660100-54425	EOC IMPROVEMENTS GRANT	82697-1	
	<u>3,000.00</u>				
CHRISTOPHER B BURKE ENGR LTD					
PROF SRV'S FOR FEB/2015 PRINCE INDUSTRIES A	243.50	01620100-52253	CONSULTANT	121415	
	<u>243.50</u>				
CIOSEK TREE SERVICE INC					
REMOVAL/STUMPING OF TREES ON LIES RD	5,995.00	01670700-52268	TREE MAINTENANCE	3/19/2015	
	<u>5,995.00</u>				
CITY LIMITS SYSTEMS INC					
TRUCK CLEANING SOLUTION	209.30	01670200-53317	OPERATING SUPPLIES	5737	
	<u>209.30</u>				
CITYTECH USA INC					
PUBLIC SALARY ANNL DUES THRU MAR 16 2016	390.00	01600000-52234	DUES & SUBSCRIPTIONS	2441	
	<u>390.00</u>				
COMCAST CABLE					
SERV FOR APRIL 2015	82.90	01652800-52234	DUES & SUBSCRIPTIONS	0010112 03/20/15	
SERV FRM 03/26 - 04/25 2015	4.21	01652800-52234	DUES & SUBSCRIPTIONS	0113254 03/19/15	
	<u>87.11</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on April 6, 2015**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
COMED					
SERV FRM 01/21 - 03/23 2015	2,816.73	01670300-53213	STREET LIGHT ELECTRICITY	5853045025 03/25/15	
SERV FRM 02/21 - 03/24 2015	126.75	01670300-53213	STREET LIGHT ELECTRICITY	6675448009 03/24/15	
SERV FRM 02/21 - 03/24 2015	188.10	01670600-53210	ELECTRICITY	6337409002 03/24/15	
SERV FRM 02/21 - 03/25 2015	51.38	04101500-53210	ELECTRICITY	2073133107 03/25/15	
SERV FRM 02/21 - 03/25 2015	66.22	01670300-53213	STREET LIGHT ELECTRICITY	6597112015 03/26/15	
SERV FRM 02/21 - 03/25 2015	72.66	01670300-53213	STREET LIGHT ELECTRICITY	1353117013 03/26/15	
SERV FRM 02/21 - 03/25 2015	83.65	01670300-53213	STREET LIGHT ELECTRICITY	0975048036 03/26/15	
SERV FRM 02/23 - 03/25 2015	58.70	01670300-53213	STREET LIGHT ELECTRICITY	2207156029 03/25/15	
SERV FRM 02/23 - 03/23 2015	72.08	04201600-53210	ELECTRICITY	2514004009 03/23/15	
SERV FRM 02/23 - 03/23 2015	263.13	01670300-53213	STREET LIGHT ELECTRICITY	6213120002 03/23/15	
SERV FRM 02/23 - 03/23 2015	460.03	04101500-53210	ELECTRICITY	2496057000 03/23/15	
SERV FRM 02/23 - 03/23 2015	1,178.88	04201600-53210	ELECTRICITY	0300009027 03/24/15	
SERV FRM 02/23 - 03/24 2015	39.81	01662300-52298	ATLE SERVICE FEE	4202129060 03/24/15	
SERV FRM 02/23 - 03/25 2015	30.39	01670300-53213	STREET LIGHT ELECTRICITY	1603109101 03/26/15	
SERV FRM 02/23 - 03/25 2015	65.72	01670300-53213	STREET LIGHT ELECTRICITY	3480136046 03/25/15	
SERV FRM 02/23 - 03/25 2015	67.24	01670300-53213	STREET LIGHT ELECTRICITY	4430145023 03/25/15	
SERV FRM 02/23 - 03/25 2015	71.35	01670300-53213	STREET LIGHT ELECTRICITY	0801065136 03/25/15	
SERV FRM 02/24 - 03/25 2015	69.26	04101500-53210	ELECTRICITY	0291093117 03/25/15	
SERV FRM 02/24 - 03/25 2015	126.51	01670300-53213	STREET LIGHT ELECTRICITY	0822115042 03/25/15	
SERV FRM 02/24 - 03/27 2015	31.13	01670600-53210	ELECTRICITY	5838596003 03/27/15	
SERV FRM 2/13 - 03/13 2015	31.84	01670300-53213	STREET LIGHT ELECTRICITY	6827721000 03/13/15	
SERV FRM 2/19 - 3/20 2015	21.06	01670600-53210	ELECTRICITY	0803155026 03/20/15	
SERV FRM 2/19 - 3/20 2015	21.06	01670600-53210	ELECTRICITY	4483019016 3/20/15	
SERV FRM 2/19 - 3/20 2015	93.75	01670300-53213	STREET LIGHT ELECTRICITY	0030086009 03/20/15	
SERV FRM 2/19 - 3/20 2015	98.28	01670300-53213	STREET LIGHT ELECTRICITY	3153036011 03/20/15	
SERV FRM 2/20 - 3/20 2015	21.06	01670600-53210	ELECTRICITY	1865134015 03/20/15	
SERV FRM 2/24 - 3/25 2015	22.77	01670300-53213	STREET LIGHT ELECTRICITY	1043062112 03/26/15	
SRV FRM 2/13 - 3/13 2015	26.06	01670300-53213	STREET LIGHT ELECTRICITY	1093101009 3/16/15	
	6,275.60				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on April 6, 2015**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
CONSTELLATION NEW ENERGY					
SERV FRM 02/13 - 03/12 2015	194.40	04101500-53210	ELECTRICITY	00227844180001	
SERV FRM 02/23 - 03/22 2015	2,553.05	04201600-53210	ELECTRICITY	00230816120001	
	<u>2,747.45</u>				
COSTCO WHOLESALE					
SERGEANT ASSESSMENTS 3/25 & 3/26	30.95	01662700-52223	TRAINING	514776	
	<u>30.95</u>				
CRYSTAL MGMT & MAINTENANCE SRV'S CORP					
CLEANING SRV FOR APRIL 2015	860.00	01670100-52276	JANITORIAL SERVICES	22786	
CLEANING SRV FOR APRIL 2015	1,385.00	01680000-52276	JANITORIAL SERVICES	22786	
	<u>2,245.00</u>				
DAVID G BAKER					
VLG BOARD MTG TELECAST SRV 3/16/15	105.00	01590000-52253	CONSULTANT	031615	
	<u>105.00</u>				
DFI TOTAL BUSINESS SOLUTIONS					
BLUE PAYROLL CHECK STOCK	98.96	01612900-53315	PRINTED MATERIALS	15030881	
	<u>98.96</u>				
DON BASTIAN					
PER DIEM MEALS FOR NATIONAL APA	284.00	01641800-52223	TRAINING	APA CONF 2015 MEALS	
	<u>284.00</u>				
DOUGLAS DUNTEMAN					
PER DIEM 4/22 THRU 4/24 2015	83.00	01664700-52223	TRAINING	IDEOA TRNG	
	<u>83.00</u>				
DUPAGE COUNTY CLERK					
NOTARY REGISTRATION DENISE R KALKE	10.00	01590000-52234	DUES & SUBSCRIPTIONS	DENISE R KALKE	
	<u>10.00</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on April 6, 2015**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
DUPAGE SECURITY SOLUTIONS INC					
FRONT DOOR REPAIR @ PWKS	158.90	01670400-52244	MAINTENANCE & REPAIR	72795	
	158.90				
DUPAGE WATER COMMISSION					
OPER/MTC FEB/2015	416,523.48	04201600-52283	DUPAGE CTY WATER COMMISSION	10797	
	416,523.48				
ELEVATOR INSPECTION SERVICES					
ELEVATOR INSP SRV 3/11/15	130.00	01680000-52244	MAINTENANCE & REPAIR	50933	
	130.00				
FEECE OIL CO					
OIL	119.84	01696200-53317	OPERATING SUPPLIES	1426256	
	119.84				
GAS DEPOT					
UNLEADED FUEL	14,316.08	01696200-53356	GAS PURCHASED	13738-1	
	14,316.08				
GLENN STEINHOFER					
SNOW RMVL 3/23/15 EVENT #14-020	2,524.38	01670200-52266	SNOW REMOVAL	SS125	
	2,524.38				
GOVTEMPSUSA LLC					
COM DEV INSP SRV FOR 03/08/15	560.00	01642100-52253	CONSULTANT	1682396	
COM DEV INSP SRV'S PERIOD OF 03/15/15	560.00	01642100-52253	CONSULTANT	1682397	
OFFICE MANAGER SRV'S FOR 03/08/15	1,384.40	01590000-52253	CONSULTANT	1682398	
OFFICE MGR SRV'S FOR PERIOD 3/15/15	1,384.40	01590000-52253	CONSULTANT	1682399	
	3,888.80				
HILARY MABBITT					
PER DIEM DRE TRAINING 4/12-4/23 2015	391.00	01662700-52223	TRAINING	DRE TRAINING	
	391.00				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on April 6, 2015**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
IL STATE POLICE/DIRECTOR					
SEIZED FUNDS-CLAIMANT-L BANUELOS	12,295.00	01-23517	DEF REV POLICE EVIDENCE	CS12042453	
	<u>12,295.00</u>				
ILLINOIS OFFICE OF THE STATE FIRE MARSHAL					
CONVEYANCE CERT. OF OPER ANNL RNWL 2015	75.00	01680000-52244	MAINTENANCE & REPAIR	5125065389	
	<u>75.00</u>				
ILLINOIS SECRETARY OF STATE					
3 NEW SQUADS- TITLE/PLATES REGIS	315.00	01662700-52244	MAINTENANCE & REPAIR	3 NW TITLE/PLATES	
	<u>315.00</u>				
ILLINOIS STATE POLICE ACADEMY					
RECRUIT FEE FOR 4/12 TO 07/02 2015	3,358.27	01662700-52223	TRAINING	K ELIOPOULOS	
	<u>3,358.27</u>				
JOHN C BOSCO					
SNOW RMVL 3/23/15 EVENT #14-020	192.38	01670200-52266	SNOW REMOVAL	14507	
	<u>192.38</u>				
JOHN L FIOTI					
ATLE/TOW LEGAL FEES FOR MAR 11, 2015	225.00	01662300-52310	ATLE LEGAL ADJUDICATION	C S 74	
ATLE/TOW LEGAL FEES FOR MAR 11, 2015	225.00	01570000-52238	LEGAL FEES	C S 74	
	<u>450.00</u>				
JON GREY					
PER DIEM 4/22-4/24 2015	83.00	01664700-52223	TRAINING	IDEOA TRAINING	
	<u>83.00</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on April 6, 2015**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
KLEIN, THORPE & JENKINS, LTD					
LEGAL SERVICES THRU FEB/2015	102.50	11740000-52238	LEGAL FEES	174409 3/6/15	
LEGAL SERVICES THRU FEB/2015	594.50	04100100-52238	LEGAL FEES	174409 3/6/15	
LEGAL SERVICES THRU FEB/2015	799.50	04200100-52238	LEGAL FEES	174409 3/6/15	
LEGAL SERVICES THRU FEB/2015	1,004.50	01510000-52238	LEGAL FEES	174409 3/6/15	
LEGAL SERVICES THRU FEB/2015	9,344.18	01570000-52238	LEGAL FEES	174409 3/6/15	
	11,845.18				
LEONARD M BULAT					
MISC LETTERING & NUMBERS FOR SQUADS	240.00	01662700-53350	SMALL EQUIPMENT EXPENSE	15-171	
	240.00				
MERIT EMPLOYMENT ASSESSMENT SERVICES					
WRITTEN EXAM - POLICE SERGEANT	3,647.10	01510000-52228	PERSONNEL HIRING	20151977	
	3,647.10				
MUNICIPAL GIS PARTNERS INC					
GIS STAFFING SRVS, OPER, MTC & OPER'S	11,060.00	01652800-52257	GIS SYSTEM	2503	
	11,060.00				
NICOR					
SERV FRM 02/09 - 03/10 2015	114.47	01670100-53230	NATURAL GAS	13811210007 3/10/15	
SERV FRM 02/27 - 03/27 2015	23.15	04101500-53230	NATURAL GAS	14309470202 3/27/15	
SERV FRM 02/10 - 03/11 2015	80.53	04101500-53230	NATURAL GAS	86606011178 3/11/15	
	218.15				
NORTHEASTERN ILLINOIS PUBLIC SAFETY					
CLASS 2/27/15 SCHAFFER, PAGLIA, NOWORUL	225.00	01670100-52223	TRAINING	13788	
	225.00				
NORTHWEST POLICE ACADEMY					
POLICE PENSION SEMR 3/12 SAILER/HOFFMAN	50.00	01660100-52223	TRAINING	3/12/15 PP SEMR	
	50.00				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on April 6, 2015**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
P F PETTIBONE & CO					
MINUTE BOOK PAPER	470.35	01580000-52240	PUBLIC NOTICES/INFORMATION	32754	
	<u>470.35</u>				
PAHCS II					
STRESS TEST FOR POLICE OFFICER CANDIDATE	384.00	01510000-52228	PERSONNEL HIRING	166994	
	<u>384.00</u>				
RAYMOND MUNCH					
PER DIEM TRAINING 4/19- 4/24 2015	350.75	01664700-52223	TRAINING	CPTED TRAINING	
	<u>350.75</u>				
REFUNDS MISC					
REIMBURSEMENT FOR BROKEN MAILBOX FRM S	54.18	01670300-53317	OPERATING SUPPLIES	BROKEN MLBX RFND	
SEIZED FUNDS- CLAIMANT L BANUELOS	10,001.00	01-23517	DEF REV POLICE EVIDENCE	CS12042453-1	
	<u>10,055.18</u>				
SERVICE FORMS & GRAPHICS INC					
REAL ESTATE TRANSFER STAMP 27534-28533	300.35	01612900-53315	PRINTED MATERIALS	152129	
	<u>300.35</u>				
STEPHEN A LASER ASSOCIATES P C					
POST OFFICER ASSESSMENT POLICE CANDIDATE	600.00	01510000-52228	PERSONNEL HIRING	2003843	
	<u>600.00</u>				
STRAND & ASSOCIATES					
CONST. OVR SIGHT SRV'S FOR I&I CONST FEB/15	493.12	04101500-52244	MAINTENANCE & REPAIR	0110141	
	<u>493.12</u>				
TIM'S AUTO BODY					
REPAIR TO IMPOUND VEHICLE	1,234.35	01662700-52244	MAINTENANCE & REPAIR	3880	
	<u>1,234.35</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on April 6, 2015**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
TRANSYSTEMS CORPORATION					
PHASE II WEST BRANCH DPG RIVER	3,693.06	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	2770263-11	20150028
	<u>3,693.06</u>				
U S POSTMASTER					
POSTAGE 3/27/15 WTR BILLS	2,214.72	04103100-52229	POSTAGE	INV 1529 3/27/15	
POSTAGE 3/27/15 WTR BILLS	2,214.72	04203100-52229	POSTAGE	INV 1529 3/27/15	
	<u>4,429.44</u>				
VERIZON WIRELESS					
SERV FRM 2/14 THRU 3/13 2015	18.02	01643700-52230	TELEPHONE	9742274598	
SERV FRM 2/14 THRU 3/13 2015	18.02	01662500-52230	TELEPHONE	9742274598	
SERV FRM 2/14 THRU 3/13 2015	36.04	01642100-52230	TELEPHONE	9742274598	
SERV FRM 2/14 THRU 3/13 2015	60.07	01610100-52230	TELEPHONE	9742274598	
SERV FRM 2/14 THRU 3/13 2015	60.07	01690100-52230	TELEPHONE	9742274598	
SERV FRM 2/14 THRU 3/13 2015	78.09	01680000-52230	TELEPHONE	9742274598	
SERV FRM 2/14 THRU 3/13 2015	96.11	04101500-52230	TELEPHONE	9742274598	
SERV FRM 2/14 THRU 3/13 2015	98.10	01600000-52230	TELEPHONE	9742274598	
SERV FRM 2/14 THRU 3/13 2015	114.13	04201600-52230	TELEPHONE	9742274598	
SERV FRM 2/14 THRU 3/13 2015	136.09	04200100-52230	TELEPHONE	9742274598	
SERV FRM 2/14 THRU 3/13 2015	165.44	01652800-52230	TELEPHONE	9742274598	
SERV FRM 2/14 THRU 3/13 2015	181.41	01590000-52230	TELEPHONE	9742274598	
SERV FRM 2/14 THRU 3/13 2015	196.16	01662300-52230	TELEPHONE	9742274598	
SERV FRM 2/14 THRU 3/13 2015	204.83	01620100-52230	TELEPHONE	9742274598	
SERV FRM 2/14 THRU 3/13 2015	394.39	01670100-52230	TELEPHONE	9742274598	
SERV FRM 2/14 THRU 3/13 2015	452.43	01664700-52230	TELEPHONE	9742274598	
SERV FRM 2/14 THRU 3/13 2015	474.45	01662400-52230	TELEPHONE	9742274598	
SERV FRM 2/14 THRU 3/13 2015	510.06	01660100-52230	TELEPHONE	9742274598	
SERV FRM 2/14 THRU 3/13 2015	1,193.69	01662700-52230	TELEPHONE	9742274598	
	<u>4,487.60</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on April 6, 2015**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
VILLAGE OF CAROL STREAM					
SERV 2/7/15-3/8/15	2.17	01680000-53220	WATER	00931403/20878	
SERV 2/7/15-3/8/15	256.20	01680000-53220	WATER	00931401/20876	
	<u>258.37</u>				
WHEATON BANK AND TRUST					
WB&T FEES FEB/2015	230.96	04103100-52256	BANKING SERVICES	7509063 FEB/15	
WB&T FEES FEB/2015	230.96	04203100-52256	BANKING SERVICES	7509063 FEB/15	
WB&T FEES FEB/2015	875.73	01610100-52256	BANKING SERVICES	7509063 FEB/15	
	<u>1,337.65</u>				
WILDLAND MANAGEMENT INC					
PRESCRIBED BURN TWN CTR	1,000.00	01620100-52272	PROPERTY MAINTENANCE	03/25/15A	
PRESCRIBED BURNS @ 10 VLG PONDS	18,400.00	01620100-52272	PROPERTY MAINTENANCE	03/25/15	
	<u>19,400.00</u>				
WILLIAMS ASSOCIATES ARCHITECTS, LTD					
PROF SRV'S FOR FEB/2015	1,562.50	01680000-55487	FACILITY CAPITAL IMPROVEMENT	0016318	
	<u>1,562.50</u>				
GRAND TOTAL	<u><u>\$600,735.29</u></u>				

The preceding list of bills payable totaling \$600,735.29 was reviewed and approved for payment.

Approved by:

Robert Mellor
Robert Mellor – Assistant Village Manager

Date: 4/3/15

Authorized by:

Frank Saverino Sr - Mayor

Beth Melody - Village Clerk

ADDENDUM WARRANTS
Mar 17, 2015 thru April 6, 2015

Fund	Check #	Vendor	Description	Amount
General	A C H	Wheaton Bank & Trust	Payroll Mar 2, 2015 thru Mar 15, 2015	471,811.20
Water & Sewer	A C H	Wheaton Bank & Trust	Payroll Mar 2, 2015 thru Mar 15, 2015	37,826.63
General	A C H	Wheaton Bank & Trust	Payroll Mar 16, 2015 thru Mar 29, 2015	475,541.15
Water & Sewer	A C H	Wheaton Bank & Trust	Payroll Mar 16, 2015 thru Mar 29, 2015	<u>37,879.91</u>
				<u>1,023,058.89</u>

Approved this _____ day of _____, 2015

By: _____
 Frank Saverino Sr - Mayor

 Beth Melody - Village Clerk