

Village of Carol Stream

BOARD MEETING

AGENDA

May 5, 2014

7:30 P.M.

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

A. ROLL CALL AND PLEDGE OF ALLEGIANCE:

Eagle Scout Robert Angiulo of Carol Stream Boy Scout Troop 191 will lead the Pledge of Allegiance.

B. MINUTES:

1. Approval of the Minutes of the April 21, 2014 Village Board Meeting.
2. Approval but not Release of the Executive Session Minutes of the April 21, 2014 Village Board Meeting.

C. LISTENING POST:

1. **Proclamation** - Designating May 2014 Building Safety Month.
2. **Proclamation**- Designating May 5th -11th Public Service Recognition Week.
3. **Proclamation** – Designating May Motorcycle Safety Awareness Month.
4. **Employee Recognition:** Sgt. Brian Cooper is the recipient of the 2014 National Child Passenger Seat Technician of the Year award from the National Lifesavers Organization.
5. 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:

Village of Carol Stream

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H. STAFF REPORTS AND RECOMMENDATIONS:

1. **Change Order #1 to Landscape Maintenance Contract with Jameson Landscaping Services.** Village staff recommends the approval of a change order in the amount of \$5,075 for landscape and lawn maintenance of the newly acquired 850 Vale Rd. property.
2. **Roadway Salt Purchase Agreement thru DuPage County Procurement Contract 14-084.** Public Works staff recommends approval of a \$140,880 supply contract for 2,000 tons of rock salt from low bidder Morton Salt Co. at a contracted unit cost of \$70.44/ton.
3. **Police Pursuit Vehicle Purchase thru Southwest Conference of Mayors Cooperative Bid Agreement.** Police Staff recommend approval of a purchase contract for 3 Pursuit Vehicles from Thomas Dodge-Jeep of Mokena in the amount of \$78,990.
4. **Illinois Law Enforcement Alarm System (ILEAS) Mutual Aid Agreement.** Police staff recommends renewing a mutual aid agreement with ILEAS that provides assistance from undersigned law enforcement partners in the event of a man-made emergency or natural disaster.
5. **Award of Contract for the 2014 Asphalt Restorative Sealer and Request to Waive Bidding.** Village staff recommends bidding process be waived and the contract be awarded to CAM, LLC of Sugar Grove in the amount of \$88,903.62.
6. **Stormwater Management Plan Reviews and Inspections - Award of Consultant Contract.** Staff recommends that this contract be awarded to Christopher B. Burke Engineering Ltd. based on the agreement billing rates.
7. **2013 Joint and Crackfill Project - Final Acceptance and Payment.** All punch list items have been completed and final waivers of lien have been received. Therefore, Engineering Staff recommends that the project be accepted and final payment made to SKC Construction in the amount of \$47,321.45
8. **Engineering Vehicle Purchase of a 2014 Ford Focus in the amount of \$16,696.00.** We recommend purchase of this vehicle through the State of Illinois Joint Purchase Contract for Local Governments from Wright Automotive of Hillsboro, Illinois.

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I. ORDINANCES:

J. RESOLUTIONS:

1. **Resolution No. _____**, Declaring Surplus Property Owned by the Village of Carol Stream. *The Public Works Department seeks permission to dispose of a John Deere Tractor mower and lunchroom furniture for scrap or at auction.*

K. NEW BUSINESS:

1. **Commission Appointment (Swearing In)** – Recommendation to reappoint and swear in Kirby Williams to the Board of Fire & Police Commissioners for a 3-year term to expire April 30, 2017.
2. **Commission Appointment** – Recommendation to reappoint Anthony Simonetta to the Police Pension Fund Board for a 2-year term to expire April 30, 2016.
3. **Sale of Alcoholic Beverages at Thursday Night Concerts** – Consideration of Alcoholic Beverage Sales at Town Center Concerts and a *Proposed Concession Agreement between the Village and Carol Stream Rotary to serve alcoholic beverages at 9 Summer Concerts at the Town Center.*

L. PAYMENT OF BILLS:

1. Regular Bills: April 22, 2014 through May 5, 2014.
2. Addendum Warrants: April 22, 2014 through May 5, 2014.

M. REPORT OF OFFICERS:

1. Mayor:
2. Trustees:

Village of Carol Stream

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N. EXECUTIVE SESSION:

1. Appointment of a Specific Employee
2. Continued Employment of a Specific Employee

O. ADJOURNMENT:

LAST ORDINANCE	2014-04-20	LAST RESOLUTION	2717
NEXT ORDINANCE	2014-05-21	NEXT RESOLUTION	2718

AGENDA ITEM

B-1 5-5-14

4-21-2014 VB

REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES

Gregory J. Bielawski Municipal Center, Carol Stream, DuPage County, IL

April 21, 2014

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

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

Absent: Mayor Frank Saverino, Sr. and Trustees Don Weiss & Greg Schwarze

Also Present: Village Manager Joe Breinig, Assistant Village Manager Bob Mellor, Acting Village Attorney Mallory Milluzzi and Village Clerk Beth Melody

*All persons physically present at meeting unless noted otherwise

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

MINUTES:

Trustee Gieser moved and Trustee LaRocca made the second to approve the Minutes to the April 7, 2014 Village Board Meeting. The results of the roll call vote were as follows:

Ayes: 4 Trustees LaRocca, Gieser, Frusolone and McCarthy

Nays: 0

Absent: 2 Trustees Weiss and Schwarze

The motion passed.

LISTENING POST:

1. Resolution No. 2716 Honoring Glen Gray Upon His Retirement from the Village of Carol Stream Police Department:

Mayor Pro Tem McCarthy read Resolution No. 2716, honoring Glen Gray upon his retirement from the Village of Carol Stream Police Department. The Village Board, audience and staff gave Glen a standing ovation and applauded him on his retirement.

Trustee Frusolone moved and Trustee LaRocca made the second to approve Resolution No. 2716, Honoring Glen Gray upon His Retirement from the Village of Carol Stream Police Department. The results of the roll call vote were as follows:

Ayes: 4 Trustees LaRocca, Gieser, Frusolone and McCarthy

Nays: 0

Absent: 2 Trustees Weiss & Schwarze

The motion passed.

2. Proclamation - Designating April 28th – May 2nd Tornado Preparedness Week:

Trustee Gieser read a Proclamation - Designating April 28th – May 2nd Tornado Preparedness Week.

3. Proclamation - Designating April Autism Month:

Trustee Frusolone read a Proclamation - Designating April Autism Month.

4. Addresses from Audience:

None

PUBLIC HEARINGS:

None

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: 4 Trustees LaRocca, Gieser, Frusolone and McCarthy

Nays: 0

Absent: 2 Trustees Weiss & Schwarze

The motion passed.

Trustee Gieser moved and Trustee LaRocca 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: 4 Trustees LaRocca, Gieser, Frusolone and McCarthy

Nays: 0

Absent: 2 Trustees Weiss & Schwarze

The motion passed.

1. Wheaton Christian Center Church – 610 E. North Avenue
2. Outreach Community Ministries – 730 E. North Avenue
3. Ordinance No. 2014-04-16, Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Increasing the Number of Class P Liquor

Licenses from 4 to 5 (MHA Enterprises, Inc. d/b/a 7 Eleven, 550 Army Trail Road)

4. Ordinance No. 2014-04-17, Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances to Establish a New Class R Liquor License Classification, the Number Issued and the License Fees. (Carol Stream Park District Recreation Center Caterer's License)
5. Ordinance No. 2014-04-18, Authorizing the Execution of an Amendment to a Loan Agreement, a Mortgage and Security Agreement and an Assignment of Rents and Leases (Metals Technology Corp.-120 N. Schmale Rd.)
6. Ordinance No. 2014-04-19, approving a Special Use Permit for a Planned Unit Development and a Preliminary/Final Planned Unit Development Plan in the B-4 office, research and institutional building district (Wheaton Christian Center/Grace Plaza - 610 E. North Ave.)
7. Ordinance No. 2014-04-20, Amending Chapter 16, Article 16 of the Municipal Code of the Village of Carol Stream (Zoning Code- Business Planned Unit Developments)
8. Resolution No. 2717, Declaring Surplus Property Owned by the Village of Carol Stream
9. Proposal to enter into a Consulting Contract for DUI Prosecution Services
10. Facility Use Request from Village Bible Church (600 N. Kuhn Rd.) to Utilize the Birchbark Trail./Kuhn Rd. Stormwater Detention Pond for Recreation
11. Request by the Carol Stream Park District for a Waiver of the Carnival Fees for the 2014 Just Play! Recreation Festival
12. Payment of Regular & Addendum Warrant of Bills
13. Treasurer's Report: Revenue/Expenditure Statement and Balance Sheet, Month End March 31, 2014

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

<i>Ayes:</i>	<i>4</i>	<i>Trustees LaRocca, Gieser, Frusolone and McCarthy</i>
<i>Nays:</i>	<i>0</i>	
<i>Absent:</i>	<i>2</i>	<i>Trustees Weiss & Schwarze</i>

The motion passed.

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

Wheaton Christian Center Church - 610 E. North Avenue:

The Village Board concurred with the Plan Commission recommendation to approve a Special Use for a Planned Unit Development, a Preliminary/Final Planned Unit Development Plan, a North Avenue Corridor Review and a Sign Code Variation for Grace Plaza and the Wheaton Christian Center property subject to certain conditions.

Outreach Community Ministries – 730 E. North Avenue:

The Village Board concurred with the Plan Commission recommendation to approve North Avenue Corridor review and architectural renovations to the former Frank's Nursery building for Jubilee Furniture subject to certain conditions.

Ordinance No. 2014-04-16, Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Increasing the Number of Class P Liquor Licenses from 4 to 5 (MHA Enterprises, Inc. d/b/a 7 Eleven, 550 Army Trail Road):

The Village Board approved Ordinance No. 2014-04-16, amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by increasing the number of Class P liquor licenses from 4 to 5 (MHA Enterprises, Inc. d/b/a 7 Eleven, 550 Army Trail Road) allowing the sale of beer and wine at 7 Eleven, effective May 1, 2014.

Ordinance No. 2014-04-17, amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances to Establish a New Class R Liquor License Classification, the Number Issued and the License Fees. (Carol Stream Park District Recreation Center Caterer's License):

The Village Board approved Ordinance No. 2014-04-17, amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances to Establish a New Class R Liquor License Classification, the number issued and the license fees. (Carol Stream Park District Recreation Center Caterer's License) for the sale or service of alcoholic liquor within the Fountain View Recreation Center by a caterer licensed by the Carol Stream Park District, effective May 1, 2014.

Ordinance No. 2014-04-18, Authorizing the Execution of an Amendment to a Loan Agreement, a Mortgage and Security Agreement and an Assignment of Rents and Leases (Metals Technology Corp.-120 N. Schmale Rd.):

The Village Board approved Ordinance No. 2014-04-18, authorizing the execution of an amendment to a loan agreement, a mortgage and security agreement and an assignment of rents and leases (Metals Technology Corp.-120 N. Schmale Rd.). This ordinance amends an original Industrial Revenue Development Bond Loan Agreement changing the legal status of the borrower from a partnership to a Limited Liability Corporation.

Ordinance No. 2014-04-19, approving a Special Use Permit for a Planned Unit Development and a Preliminary/Final Planned Unit Development Plan in the B-4 office, research and institutional building district (Wheaton Christian Center/Grace Plaza – 610 E. North Ave.):

The Village Board approved Ordinance No. 2014-04-19, approving a Special Use Permit for a Planned Unit Development and a Preliminary/Final Planned Unit Development Plan in the B-4 office, research and institutional building district (Wheaton Christian Center/Grace Plaza – 610 E. North Ave.) for Grace Plaza, a redevelopment of the Wheaton Christian Center property.

Ordinance No. 2014-04-20, Amending Chapter 16, Article 16 of the Municipal Code of the Village of Carol Stream (Zoning Code- Business Planned Unit Developments):

The Village Board approved Ordinance No. 2014-04-20, amending Chapter 16, Article 16 of the Municipal Code of the Village of Carol Stream (Zoning Code- Business Planned

Unit Developments) for architectural renovations to the former Frank's Nursery building currently occupied by Jubilee Furniture.

Resolution No. 2717, Declaring Surplus Property Owned by the Village of Carol Stream:

The Village Board approved Resolution No. 2717, declaring five seized vehicles awarded to and owned by the Village of Carol Stream as surplus property for sale via the America's Auto Auction, Inc.

Proposal to enter into a Consulting Contract for DUI Prosecution Services:

The Village Board approved a consulting contract for DUI prosecution services with the Law Offices of Michele Moore in an amount not to exceed \$106,000 and an interim contract extension for traffic and code violation prosecutions.

Facility Use Request from Village Bible Church (600 N. Kuhn Rd.) to Utilize the Birchbark Trail./Kuhn Rd. Stormwater Detention Pond for Recreation:

The Village Board approved a license agreement from Village Bible Church (600 N. Kuhn Rd.) for use of the Birchbark Trail/Kuhn Rd. storm water detention pond for a 4 day soccer camp.

Request by the Carol Stream Park District for a Waiver of the Carnival Fees for the 2014 Just Play! Recreation Festival:

The Village Board approved a request by the Carol Stream Park District for a waiver of the carnival fees for the 2014 Just Play recreation festival amusement contractor - The Fun Ones of Carol Stream.

Regular Bills and Addendum Warrant of Bills:

The Village Board approved the payment of the Regular Bills dated April 21, 2014 in the amount of \$248,172.41. The Village Board approved the payment of the Addendum Warrant of Bills from April 8, 2014 - April 21, 2014 in the amount of \$722,847.21.

Treasurer's Report: Revenue/Expenditure Statement and Balance Sheet, Month End March 31, 2014:

The Village Board received the Treasurer's Report: Revenue/Expenditure Statement and Balance Sheet, Month End March 31, 2014.

Report of Officers:

Trustee LaRocca congratulated Officer Glen Gray on his retirement and thanked him for his dedicated service to the Village. He stated he would be collecting for the Misericordia Candy Days this Friday and Saturday at Army Trail and Gary Avenue.

Trustee Gieser congratulated Officer Glen Gray on his retirement. He stated the 4th of July Parade Committee will be holding a fund raiser on Thursday April 24th at Culver's from 10:30 a.m. - 10:00 p.m. Ten percent of the day's sales will be donated to the Parade Committee. On Thursday May 8 Zanies will be hosting a comedy night fund raiser in St. Charles featuring John Caponera. Tickets are \$20 and can be purchased from parade committee members including Rick Gieser and Matt McCarthy. He stated there will be a public meeting at 6:00 p.m. on the Village's comprehensive plan at Fire Station No. 28 on Kuhn Road and stressed public input is important.

Trustee Frusolone stated she will miss Officer Glen Gray and remembered the day he assisted her son during a family emergency. She stated autism has affected her and her family personally for the past 14 years as her nephew is autistic. She stated she attended a red light camera and tow hearing 2 weeks ago. She invited the public to attend the hearings on the 2nd Wednesday of the month at 4:00 p.m. in the Village Board room to get a better idea of how fairly the law is administered. She stated the park District is hosting an Earth Day event this Saturday at the Town Center or alternatively, at the Simkus Recreation Center if the weather is inclement.

Village Clerk Melody wished her husband a happy 24th wedding anniversary.

Village Manager Breinig stated CMAP is funding the Comprehensive Plan project for the Village valued at over \$100,000. He stated there is an opportunity for residents to make donations to help fund the Summer Concert Series at the Town Center as the concerts. Donations can be made via the water bills for the next 2 months. Donations to date exceed \$650. He thanked donors for their generosity.

Mayor Pro Tem McCarthy congratulated Officer Glen Gray and thanked him for his years serving the Village as a police officer. State Senator Tom Cullerton will be hosting a community outreach event on Wednesday April 23 from 10:00 a.m. – Noon at Sweet Mornings Café on Fountain View Drive. Please plan to attend if you have any questions of the Senator. He stated the 9th annual music fest is coming up this year on Friday night, June 27th. He stated he needs more participants for the Youth Council. If parents have kids that are interested please contact him. In honor of a Village Trustee who is not here this evening, shop Carol Stream.

At 8:02 p.m. Trustee Gieser moved and Trustee Frusolone made the second to adjourn the meeting to executive session to discuss Sections 2.C.2, Collective Negotiating Matters and Section 2.C.11, Pending Litigation of the Open Meetings Act. There will be no action taken and the meeting will adjourn directly therefrom. The results of the roll call vote were as follows:

Ayes: 4 Trustees LaRocca, Gieser, Frusolone and McCarthy

Nays: 0

Absent: 2 Trustees Weiss & Schwarze

The motion passed.

FOR THE BOARD OF TRUSTEES

Matt McCarthy, Mayor Pro Tem

Beth Melody, Village Clerk

DESIGNATING MAY BUILDING SAFETY MONTH

WHEREAS, Carol Stream's continuing efforts to address the critical issues of safety, energy efficiency, and resilience in the built environment that affect our citizens, both in everyday life and in times of natural disaster, give us confidence that our structures are safe and sound, and;

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

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

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

WHEREAS, Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our local code officials, who assure us of safe, efficient and livable buildings, and;

WHEREAS, *Building Safety: Maximizing Resilience, Minimizing Risks* is the theme for Building Safety Month 2014, encouraging all Americans to raise awareness of the importance of safe and resilient building construction, fire prevention, disaster mitigation, backyard safety, energy efficiency and new technologies in the construction industry, and;

WHEREAS, Building Safety Month 2014 encourages appropriate steps everyone can take to ensure that the places where we live, learn, work, worship and play are safe and sustainable, and recognizes that countless lives have been saved due to the implementation of safety codes by local and state agencies, and;

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

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

May 2014 as Building Safety Month in Carol Stream

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

DESIGNATING MAY 5TH – 11TH PUBLIC SERVICE RECOGNITION WEEK

WHEREAS, communities all across the nation employ public servants trained in various disciplines to serve well their residents and customers; and

WHEREAS, public servants that serve the Carol Stream community include police officers, civil engineers, librarians, teachers, fire professionals, code inspectors, financial managers, highway and landscape maintenance professionals, administrators, recreation professionals, social workers, personnel managers, water service technicians, sewage treatment operators, training coordinators as well as emergency managers and response personnel to name a few; and

WHEREAS, dedicated public servants are critical to the functioning of a community as they provide essential services including fire suppression & prevention, public safety, elementary, high school and post secondary education, information and literacy, health and recreation as well as its critical infrastructure including its roadway, water distribution, sewage treatment, flood control systems; and

WHEREAS, in democratic societies that continuously change elected leadership as part of the election process, public servants provide the institutional continuity needed for its public institutions to function effectively through these regular leadership transitions; and

WHEREAS, the quality of services provided by professional public servants in a community have a direct impact on the quality of life of its residents and business institutions and are a foundation for developing a strong social fabric.

NOW THEREFORE BE IT RESOLVED THAT I, Mayor Frank Saverino Sr. & the Carol Stream Village Board of Trustees do hereby proclaim

May 5th-11th Public Service Recognition Week in Carol Stream

and encourage residents to recognize the accomplishments and contributions of their local government agencies including the Fire Protection, Park, Library.

PROCLAIMED THIS 5th DAY OF MAY, 2014.

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

DESIGNATING MAY 2014 MOTORCYCLE AWARENESS MONTH

WHEREAS, safety is the highest priority for the highways and streets of our Village and State; and

WHEREAS, the great State of Illinois is proud to be a national leader in motorcycle safety, education and awareness; and

WHEREAS, motorcycles are a common and economical means of transportation that reduces fuel consumption and road wear, and contributes in a significant way to the relief of traffic and parking congestion; and

WHEREAS, it is especially important that the citizens of our Village and State be aware of motorcycles on the roadways and recognize the importance of motorcycle safety; and

WHEREAS, the members of A.B.A.T.E. of Illinois, Inc., continually promote motorcycle safety, education and awareness in high school drivers' education programs and to the general public in our Village and State, presenting motorcycle awareness programs to cover 100,000 participants in Illinois in the past three years alone; and

WHEREAS, all motorcyclists should join A.B.A.T.E. of Illinois, Inc. in actively promoting the safe operation of motorcycles, as well as promoting motorcycle safety, education and awareness to the citizens of our Village and State; and

WHEREAS, the motorcyclists of Illinois have contributed extensive time, money and community service to national and community charitable organizations; and

WHEREAS, during the month of May, all roadway users should join together in the safe sharing of roadways within the Village as well as in all other Illinois communities.

NOW, THEREFORE BE IT RESOLVED THAT, I, Frank Saverino, Sr., Mayor & The Carol Stream Board of Trustees, DuPage County, Illinois, do hereby proclaim

MAY 2014 MOTORCYCLE AWARENESS MONTH

in Carol Stream and urge all motorists to join the 615,000 members of A.B.A.T.E. Illinois in an effort to improve safety and awareness on our roadways for motorcyclists.

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Village Board
VIA: Joe Breinig

FROM: DC E. Sailer

DATE: May 02, 2014

RE: National CPS Technician of the Year Award for Sgt. Brian Cooper

On April 26th, Brian Cooper received the National Child Passenger Safety Technician of the Year award at the annual National Lifesavers Conference in Nashville, Tennessee. Sgt. Cooper was nominated for this award for his continuous efforts in education, training and enforcement of the proper utilization of child safety seats. He became a child passenger safety seat technician in 2005 and has been consistently active in the field. Sgt. Cooper has educated many parents about the need for proper child passenger safety. He currently assists parents who need help for proper installation of child passenger safety seats.

As the traffic sergeant, Sgt. Cooper has placed a priority on the safety of all persons travelling the roadways of Carol Stream. Especially vulnerable are children riding without properly adjusted safety seats. He has held many training classes and participated in numerous free child safety check stations at community gatherings. Many towns have discontinued their child safety seat program or have strict guidelines for parents to meet with a technician. Though his leadership, Sgt. Cooper has maintained our program. Parents continuously walk in to the police station, whether or not they are residents of the Village, for assistance with their child seat. Sgt. Cooper always finds the time to assist and educate them. No parent is turned away.


His efforts through the years were recognized by the National Child Passenger Safety Board. The purpose of the National Child Passenger Safety Board is to maintain the quality and integrity of the National Child Safety Certification Program. At this conference, Sgt. Cooper was the moderator for Building Capacity: How To Grow, Maintain and Keep Technicians Alive Workshop.

There are over 36,000 certified child safety technicians in the nation. Only 28 technicians qualified for this award according to the standards of the Board. Sgt. Cooper was honored with the award at their conference.

Sgt. Cooper has been a tremendous asset to the citizens of the Village of Carol Stream. His enthusiasm for traffic safety, especially the safety of children, has been evident throughout his career. Sgt. Cooper brought positive national attention to the traffic safety efforts within the Carol Stream Police Department. His actions are a model for other law enforcement officers to follow and **he is a credit to the men and women of the Carol Stream Police Department.**

Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager

FROM : Philip J. Modaff, Director of Public Works 

DATE: April 23, 2014

RE: Change Order #1- Landscape Maintenance Services Contract

With the recent purchase of the property located at 850 Vale the Village will be responsible for landscape maintenance services on the property. Public Works has secured a proposed change order with the current landscape maintenance contractor to provide spring and fall cleanups, regular mowing and weed control.

In March 2012 the Village Board awarded a contract to Jameson Landscaping Services, Inc., for landscape maintenance services for the period May 1, 2012 through April 30, 2013. The Village's option to extend that contract has been exercised twice, including most recently for the 2015 fiscal year.

Staff recommends that the Mayor and Board approve a Motion authorizing Change Order #1 to the Landscape Maintenance Services contract in the amount of \$5,075.00.

Attachment

Village of Carol Stream
Change Order

Project Name: Landscape Maintenance Services
Contractor: Jameson Landscaping Services, Inc.
Award Date: February 18, 2014

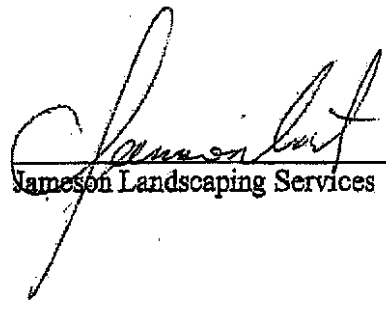
Description of Change Order #1: The Village has requested the following:

Spring/Fall cleanup, mowing & weed control:	\$5,075.00
Total Change Order Value:	\$5,075.00

Original Contract Amount: \$ 97,475.00
Change Order #1: \$ 5,075.00
Prior Change Orders: \$ 0.00
New Contract Amount: \$102,550.00

Approved:

Village of Carol Stream Date



Jameson Landscaping Services Date 4/23/14

JAMESON

Landscaping Services, Inc.


Lawn Maintenance, Design, Installation, Hauling, Dirt, Stone, Mulch, Snowplowing, Salting
123 W. Green Meadows Blvd. Streamwood, IL 60107

Office: (630) 830-7266 Fax: (630) 830-7246 E-mail: jameson@jamesonlandscaping.com

ESTIMATE

NAME / ADDRESS		DATE	ESTIMATE NO.	
Village of Carol Stream Public Works Department 124 Gerzevske Lane Carol Stream, IL 60188-2046		4/9/2014	550	
		TERMS	PROJECT LOCATION	
		Net 30	850 Vale Rd. Carol Stream, I	
ITEM	DESCRIPTION	QTY	TOTAL	
	Job Location: 850 Vale Rd. Carol Stream, IL			
Spring Clean-Up	Spring Clean-up: Remove all debris, leaves, twigs, branches from lawn and beds. Prune dead/low hanging branches. Cut/ Trim annuals*perennials (as necessary), Edge & Cultivate Plant Beds and Tree Rings. Edge Sidewalks.	1	250.00	
Commercial Weekly ...	Weekly Lawn/Landscape Maintenance as per contract	30	3,000.00	
Fall Clean-Up	Fall Clean-Up: All twigs, branches, paper, and other debris will be removed and disposed of. Annuals and/or perennials will be removed/out back as necessary.	2	1,000.00	
Treatment	Weed Treatment - Spray Application	3	825.00	
	Subtotal		5,075.00	
As per the terms of the existing contract, the total of \$5,075.00 will be distributed over the 7-month contract period. \$725.00 will be added to the existing monthly contract rate.				
<i>All work to be performed in conformance with current landscape maintenance contract. Tom</i>				
ABOVE PRICING IS VALID FOR UP TO 30 DAYS			TOTAL DUE \$5,075.00	
PROPOSAL: Jameson Landscaping Services Inc. proposes to furnish all material, labor, & services required for landscape improvements for the above mentioned project per plans and specifications provided by Jameson Landscaping Services Inc. and according to the following terms and conditions.				
TERMS AND CONDITIONS: 1. Plans and specifications prepared by Jameson Landscaping Services are solely for the above mentioned project(s). 2. Owner or its agent agrees that Jameson Landscaping Services shall be the sole contractor used for the above mentioned project.				
GUARANTEE: Jameson Landscaping Services, Inc. shall warranty trees, shrubs & hardscapes (brick pavers/retaining walls, etc.) for ONE year from time of install. *Sod, perennials, & annuals are NOT guaranteed. Guarantee is null and void if plant materials and/or hardscapes are within a 15-ft radius of existing downspouts that have not been properly routed away from the proposed work.				
P.O. NO. _____		DATE _____		SIGNATURE _____

Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager
FROM: Philip J. Modaff, Director of Public Works 
DATE: April 29, 2014
RE: Salt Purchase – Winter 2014/15 – DuPage County Contract

Historically, the Village has ordered road salt through the State of Illinois CMS joint requisition program. In March the Village Board approved a staff recommendation to participate in both the State program and the DuPage County bid. Diversification of sources offered the possibility of protecting against severe price increases and the ability to procure salt from more than one vendor. The County program also offered the option for early delivery of salt (100% delivered by September 30), which provides some protection against potential delivery issues during severe winter conditions.

Under the Joint Purchasing Act the Village is able to secure goods and services under the same terms and conditions as were secured through a public bid conducted by another agency. DuPage County conducted a public bid for the purchase of road salt and included a provision for pricing to be extended to other municipal agencies. DuPage County Bid #14-084 was opened on April 17, 2014, with the following results for the early delivery option:

<u>VENDOR</u>	<u>COST</u> (per ton)
Morton Salt	\$70.44
Cargill De-icing	\$70.78
North American Salt	\$71.23
Detroit Salt	\$75.48

The FY15 budget provides for purchase of 2,000 tons through DuPage County and 1,680 tons through the State program. Under the State program the Village could also secure an additional twenty-percent (336 tons) if winter conditions require additional salt.¹

The Public Works Department recommends that the Board approve a Motion authorizing the purchase of 2,000 tons of rock salt from Morton Salt, Inc., in accordance with terms and conditions as established under DuPage County Bid #14-084 in the amount of \$140,880.00.

Attachments

¹ The Village could also reduce the amount ordered through the State by up to 20% if conditions allow

14-084 EXTENDED BID TAB

DUPAGE COUNTY		DETROIT SALT		CARGILL DEICING		NORTH AMERICAN SALT	
OPTION 1A EARLY DELIVERY							
DESCRIPTION	QUANTITY (TONS)	UNIT PRICE (PER TON)	EXTENDED PRICE	UNIT PRICE (PER TON)	EXTENDED PRICE	UNIT PRICE (PER TON)	EXTENDED PRICE
BULK ROCK SALT	12,000	\$75.48	\$905,760.00	\$72.78	\$873,360.00	\$71.23	\$854,760.00
TOTAL LUMP SUM BID			\$905,760.00		\$873,360.00		\$854,760.00
OPTION 1B STANDARD DELIVERY							
DESCRIPTION	QUANTITY (TONS)	UNIT PRICE (PER TON)	EXTENDED PRICE	UNIT PRICE (PER TON)	EXTENDED PRICE	UNIT PRICE (PER TON)	EXTENDED PRICE
BULK ROCK SALT	22,000	\$77.51	\$1,705,220.00	\$74.78	\$1,645,160.00	\$76.23	\$1,677,060.00
TOTAL LUMP SUM BID			\$1,705,220.00		\$1,645,160.00		\$1,677,060.00
TOWNSHIPS/MUNICIPALITIES							
OPTION 2A - EARLY DELIVERY							
DESCRIPTION	QUANTITY (TONS)	UNIT PRICE (PER TON)	EXTENDED PRICE	UNIT PRICE (PER TON)	EXTENDED PRICE	UNIT PRICE (PER TON)	EXTENDED PRICE
BULK ROCK SALT	12,020	\$75.48	\$907,269.80	\$70.78	\$850,775.80	\$71.23	\$856,184.80
TOTAL GROUP 2 -A			\$907,269.80		\$850,775.80		
OPTION 2B - STANDARD DELIVERY							
DESCRIPTION	QUANTITY (TONS)	UNIT PRICE (PER TON)	EXTENDED PRICE	UNIT PRICE (PER TON)	EXTENDED PRICE	UNIT PRICE (PER TON)	EXTENDED PRICE
BULK ROCK SALT	27,450	\$77.51	\$2,127,649.50	\$73.78	\$2,025,261.00	\$76.23	\$2,092,513.50
TOTAL GROUP 2 -A			\$2,127,649.50		\$2,025,261.00		
DUPAGE COUNTY							
		MORTON SALT					
OPTION 1A EARLY DELIVERY							
DESCRIPTION	QUANTITY (TONS)	UNIT PRICE (PER TON)	EXTENDED PRICE				
BULK ROCK SALT	12,000	\$70.44	\$845,280.00				
TOTAL LUMP SUM BID			\$845,280.00				
OPTION 1B STANDARD DELIVERY							
DESCRIPTION	QUANTITY (TONS)	UNIT PRICE (PER TON)	EXTENDED PRICE				
BULK ROCK SALT	22,000	\$70.44	\$1,549,680.00				
TOTAL LUMP SUM BID			\$1,549,680.00				
TOWNSHIPS/MUNICIPALITIES							
OPTION 2A - EARLY DELIVERY							
DESCRIPTION	QUANTITY (TONS)	UNIT PRICE (PER TON)	EXTENDED PRICE				
BULK ROCK SALT	12,020	\$70.44	\$846,688.80				
TOTAL GROUP 2 -A			\$846,688.80				
OPTION 2B - STANDARD DELIVERY							
DESCRIPTION	QUANTITY (TONS)	UNIT PRICE (PER TON)	EXTENDED PRICE				
BULK ROCK SALT	27,450	\$70.44	\$1,933,578.00				
TOTAL GROUP 2 -A			\$1,933,578.00				

*

Carl Stream *

DUPAGE COUNTY BULK ROCK SALT 2014/2015 BULK ROCK SALT JOINT PURCHASING

MUNICIPALITY: Village of Carol Stream

AUTHORIZED CONTACT: Phil Modaff, Director of Public Works

- A. EARLY BUY - 100% CONFIRMED DELIVERY (BEFORE 9/30/14) 2,000 TONS
(IF NONE, PLEASE INDICATE ZERO)

- B. STANDARD BUY – 80% - 130% ESTIMATED QUANTITIES (ENTER 100% AMOUNT) 0 TONS

PLEASE PROVIDE BILL TO ADDRESS:

Carol Stream Public Works
124 Gerzevske Lane
Carol Stream, IL 60188
CONTACT NAME: Phil Modaff, Director of Public Works
PHONE #: 630-871-6262

PLEASE PROVIDE SHIP TO ADDRESS:

Carol Stream Public Works
124 Gerzevske Lane
Carol Stream, IL 60188
CONTACT NAME: Todd Hoppenstedt, Superintendent of Operations
PHONE #: 630-429-5733

COUNTY OF DU PAGE, ILLINOIS

BID# 14-084
SPECIFICATIONS AND PRICING

This bid is to furnish and deliver bulk rock salt for snow and ice control, in accordance with the AASHTO Specification M143, Sodium Chloride Type 1, Grade 1. Bulk rock salt shall be 95 to 98 percent pure sodium chloride. Maximum moisture content shall be no more than two and a half percent (2.5%).

Bulk rock salt not meeting the standards listed in these Specifications shall be subject to rejection by DuPage County.

BID AWARD CRITERIA:

DuPage County reserves the right to award a contract(s) to the lowest responsive, responsible bidder(s) by lump sum bid, by group 1A and/or 1B, whichever is in the best interest of DuPage County. DuPage County will only consider unit pricing in the 130%-150% range, in the event of a tie. Group 2 will be awarded by each individual township/municipality.

COUNTY AUTHORIZED REPRESENTATIVE:

The County authorized representative for this bid is Darclie Garza, CPPB, reachable at 630-407-6920 or her authorized designee.

DELIVERY REQUIREMENTS:

Orders are generally expected to be received within three (3) working days from date of order.

Normal deliveries shall be made between the hours of 8:00 a.m. and 2:30 p.m., Monday through Friday. Arrangements can be made for after hours and weekend deliveries to maintain a prompt order delivery schedule.

All order releases shall be delivered to completion, unless mutually agreed upon by the County of DuPage and the awarded Contractor.

All salt deliveries shall be made with trucks equipped with tailgate dump trailers.

All trucks shall be covered with approved waterproof material. The contractor will ensure that upon delivery, the driver shall inspect the inside of the trailer and will confirm that all salt has been removed from the trailer before leaving the point of delivery. The contractor shall ensure that all weights and measures shown on the delivery tickets are correct. DuPage County Division of Transportation reserves the right to require that delivery trucks be directed to a scale in the vicinity to check the accuracy of loads being delivered.

The actual tonnage delivered by the Contractor shall be within 20 (twenty) tons of the requested tonnage for each order.

The Contractor shall notify the Division of Transportation of the trucking firm that will be delivering the salt, as well as a contact name, address and phone number of said trucking firm. The Contractor shall supply the same information for the terminal location, as well.

Deliveries of rock salt will be required to be free of any foreign materials (i.e. mud, rocks, wood, tarpaulins, etc.). Cause for rejection and removal shall be made known within two (2) working days to the Contractor. Loads contaminated with foreign material will be replaced at the Contractor's expense within five (5) working days.

All salt is to be lump free. No salt with lumps larger than two (2) inches in diameter will be accepted. Loads with lumps larger than two (2) inches shall be replaced at the Contractor's expense within five (5) working days.

COUNTY OF DU PAGE, ILLINOIS

INVOICING:

Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order including reference to Purchase Order number and submitted to the correct address for processing. The County shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act". Payment will not be made on invoices submitted later than six-months (180 days) after delivery of goods and any statute of limitations to the contrary is hereby waived.

LIQUIDATED DAMAGES:

From December 1, 2014 through April 30, 2015, if the Contractor is unable to make delivery within seven (7) calendar days from the date of order, DuPage County shall have the right to retain \$.20 per ton, per calendar day as liquidated damages on the undelivered portion of the order. An order placed prior to 12:00 noon on any business day (Monday through Friday, except Holidays) would be considered as the first calendar day of the seven (7) day delivery period. For orders placed after 12:00 noon on a given day, the following day would be considered the first calendar day of the seven (7) day delivery period. If after seven (7) days of liquidated damage assessment, the Contractor has still failed to deliver as required, DuPage County shall reserve the right to take action to remedy the failure of Contractor performance without prior notification of such failure. This may include termination of the order and purchase of salt from other sources, or to take action consistent with public safety as needed to continue business. Any or all additional costs may be collected from the Contractor, in addition to any liquidated damage.

ORDERING:

Group 1 - DuPage County will place a minimum of 1000 tons at a given time. All individual releases will be placed with the terminal.

Group 2 - 1000 ton minimum will be waived. All individual releases will be placed with the terminal.

Orders for tonnage will be placed with the successful qualified bidder beginning June 1, 2014. All salt will be delivered by May 31, 2015. No further orders will be given after that date unless authorized by the County Authorized Representative or designee. Contract renewals will incorporate similar timelines for consecutive years.

QUANTITIES:

DuPage County Division of Transportation (Group 1) intends to make an initial order of 12,000, tons with delivery expected by 09/30/14. Bidders are required to provide a unit price for this 100% guaranteed delivery. (EARLY DELIVERY). DuPage County Division of Transportation has included an additional quantity which is an estimate only. Bidders are to provide a unit price for 80% to 130% of this additional estimated quantity (STANDARD DELIVERY). DuPage County Division of Transportation agrees to purchase at least 80% of the quantity shown. If DuPage County does not utilize or order the 80%, DuPage County will pay for the 80% and it will be stored at the terminal, for delivery to the County at a later date. This will be handled at no additional charge to the County.

The Townships/Municipalities (Group 2) intend to make initial orders as indicated under Group 2 with delivery expected by 09/30/14. Bidders are required to provide a unit price for this 100% guaranteed delivery. (EARLY DELIVERY). The Townships/Municipalities section has included an additional quantity which is an estimate only. Bidders are to provide a unit price for 80% to 130% of this additional estimated quantity (STANDARD DELIVERY). The Townships/Municipalities agree to purchase at least 80% of the quantity shown. If the Townships/Municipalities do not utilize or order the 80%, the Townships/ Municipalities will pay for the 80% and it will be stored at the terminal, for delivery to the Townships/ Municipalities at a later date. This will be handled at no additional charge to the Townships/ Municipalities.

COUNTY OF DU PAGE, ILLINOIS

THIRD PARTY OR ACTING IN THE BEST INTEREST OF THE CITIZENS OF DUPAGE COUNTY:

In cases where other governmental agencies in DuPage County are unable to obtain bulk rock salt, DuPage County Division of Transportation reserves the rights and obligation to sell salt or give salt (to be reimbursed at a later date) to governmental agencies without any recourse from the Awarded Contractor. This will be done at the contracted cost given to DuPage County Division of Transportation by the Awarded Contractor and at no time shall a profit be made by DuPage County Division of Transportation.

STOCKING REQUIREMENTS:

Within thirty (30) days of the notice of award (issuance of purchase order) the Contractor will be required to provide DuPage County with their salt source and local terminal information. One hundred thirty percent (130%) of the standard delivery quantity listed will be required to be in stock at a local terminal by December 1, 2014. This requirement shall be fulfilled each December 1st, with each contract renewal.

DuPage County reserves the right to inspect the awarded Contractor's local terminal to verify for quantity and condition of salt, as required in the Specifications.

PRICING:

The Contractor is to provide a unit price per ton. DuPage County will require a 5% bid security to be submitted with the bid, The Awarded Contractor will also be required to furnish a 20% Performance Bond and Certificate of Insurance, within 10 days of the Notice of Award (as outlined in the Special Conditions). Similar conditions will apply to Group 2.

COUNTY OF DU PAGE, ILLINOIS

GROUP 1 – DUPAGE COUNTY

All Product to be shipped F.O.B. Delivered, freight prepaid, 140 N. County Farm Road, Wheaton, IL 60187 or 7900 S. Rt. 53, Woodridge, IL 60517.

A – EARLY DELIVERY – 100% Confirmed quantities. Delivery by Sept 30, 2014

DESCRIPTION	QUANTITY	UNIT PRICE (PER TON)	EXTENDED PRICE
BULK ROCK SALT	12,000 TONS	\$ 70.44 /TON	\$ 845,280.00
TOTAL GROUP 1 –A			\$ 845,280.00

B – STANDARD DELIVERY – Bidders are required to provide a unit price for 80% to 130% of the estimated quantity. The DuPage County Division of Transportation agrees to purchase at least 80% of the quantity shown. If DuPage County does not utilize or order the 80%, DuPage County will pay for the 80% and it will be stored at the terminal, for delivery to the County at a later date. This will be handled at no additional charge to the County.

DESCRIPTION	QUANTITY	UNIT PRICE (PER TON)	EXTENDED PRICE
BULK ROCK SALT	22,000 TONS	\$ 70.44 /TON	\$ 1,549,680.00
TOTAL GROUP 1 –B			\$ 1,549,680.00

UNIT COST PER TON FOR QUANTITIES BETWEEN 130% AND 150% OF PROJECTED USAGE
 \$ 75.44 PER TON

TOTAL GROUP 1 A	\$ 845,280.00
TOTAL GROUP 1 B	\$ 1,549,680.00
TOTAL GROUP 1 (LUMP SUM BID)	\$ 2,394,960.00

SHIPPING AND BILLING INFORMATION:

BILL TO ADDRESS:	SHIP TO ADDRESS:
DuPage County Division of Transportation Attn: Kathy Black 180 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6930 FX: (630) 407-6962	DuPage County Division of Transportation Attn: Darcie Garza 140 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6920 FX: (630) 407-6921
Same	DuPage County Public Works Attn: Darcie Garza 7900 S. Rt. 53 Woodridge, IL 60517 TX: (630) 407-6920 FX: (630) 407-6921

COUNTY OF DU PAGE, ILLINOIS

GROUP 2 – TOWNSHIPS/MUNICIPALITIES

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

A – EARLY DELIVERY – 100% Confirmed quantities. Delivery by September 30, 2014

DESCRIPTION	QUANTITY	UNIT PRICE (PER TON)	EXTENDED PRICE
BULK ROCK SALT	12,020 TONS	\$ 70.44 /TON	\$ 846,688.80
TOTAL GROUP 2 –A			\$ 846,688.80

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

DESCRIPTION	QUANTITY	UNIT PRICE (PER TON)	EXTENDED PRICE
BULK ROCK SALT	27,450 TONS	\$ 70.44 /TON	\$ 1,933,578.00
TOTAL GROUP 2 –B			\$ 1,933,578.00

UNIT COST PER TON FOR QUANTITIES BETWEEN 130% AND 150% OF PROJECTED USAGE
\$75.44 PER TON

COUNTY OF DU PAGE, ILLINOIS

SHIPPING AND BILLING INFORMATION: GROUP 2 - ADDITIONAL LOCATIONS

Bill To:	Ship To:	A-100% Confirmed Quantities - Delivery before September 30, 2014	B-80-130% Estimated Quantities - Standard Delivery (100% Usage Quantity noted)
City of Wheaton Public Works 821 Liberty Drive Wheaton, IL 60189	City of Wheaton Public Works 821 Liberty Drive Wheaton, IL 60189	None	3300 Tons
Village of Carol Stream 124 Gerzevske Lane Carol Stream, IL 60188	Village of Carol Stream 124 Gerzevske Lane Carol Stream, IL 60188	2000 Tons	None
Village of Woodridge Public Works One Plaza Drive Woodridge, IL 60517	Village of Woodridge Public Works One Plaza Drive Woodridge, IL 60517	500 Tons	1000 Tons
Village of Winfield 27W 466 Jewel Road Winfield, IL 60170	Village of Winfield Public Works 0S040 Wynwood Road Winfield, IL 60190	None	100 Tons
Village of Hinsdale 19 E. Chicago Ave. Hinsdale, IL 60521	Village of Hinsdale 226 Symonds Dr. Hinsdale, IL 60521	None	600 Tons
Village of Downers Grove 801 Burlington Ave. Downers Grove, IL 60515	Village of Downers Grove 5101 Walnut Ave. Downers Grove, IL 60515	None	2000 Tons
Glen Ellyn Public Works 30 S. Lambert Road Glen Ellyn, IL 60137	Glen Ellyn Public Works 30 S. Lambert Road Glen Ellyn, IL 60137	None	1000 Tons
Village of Bensenville 12 S. Center St. Bensenville, IL 60106	Bensenville Public Works 717 E. Jefferson St. Bensenville, IL 60106	500 Tons	None
City of Aurora, Illinois 44 E. Downer Place Aurora, IL 60505	City of Aurora Central Garage 720 N. Broadway Aurora, IL 60505	None	9,000 Tons
Village of Villa Park 20 South Ardmore Ave. Villa Park, IL 60181	Village of Villa Park Salt Storage Yard 729 North Ardmore Villa Park, IL 60181	100 Tons	200 Tons
City of Darien 1702 Plainfield Rd. Darien, IL 60561	City of Darien 1041 S. Frontage Rd. Darien, IL 60561	2500 Tons	2000 Tons
City of Naperville 400 S. Eagle Naperville, IL 60540	City of Naperville 180 Fort Hill Drive Naperville, IL 60540	1600 Tons	None
Village of Clarendon Hill 1N Prospect Ave. Clarendon Hills, IL 60514	Village of Clarendon Hills 452 Park Ave. Clarendon Hills, IL 60514	None	300 Tons

COUNTY OF DU PAGE, ILLINOIS

Bill To:	Ship To:	A-100% Confirmed Quantities - Delivery before September 30, 2014	B-80-130% Estimated Quantities - Standard Delivery (100% Usage Quantity noted)
Addison Township Road District 411 W Potter St. Wood Dale, IL 60191	Addison Township Road District 411 W Potter St. Wood Dale, IL 60191	300 Tons	700 Tons
Bloomington Township Highway 6N030 Rosedale Ave. Bloomington, IL 60108	Bloomington Township Highway 6N030 Rosedale Ave. Bloomington, IL 60108	1000 Tons	1000 Tons
Downers Grove Township Highway Dept. 4340 Prince St. Downers Grove, IL 60515	Downers Grove Township Highway Dept. 318 Quincy St. Westmont, IL 60515	120 Tons	1500 Tons
Lisle Township Road District 4719 Indiana Lisle, IL 60532	Lisle Township Road District 4719 Indiana Lisle, IL 60532	400 Tons	1200 Tons
Milton Township Highway Dept. 23W040 Poss St. Glen Ellyn, IL 60187	Milton Township Highway Dept. 23W040 Poss St. Glen Ellyn, IL 60187	700 Tons	1100 Tons
Naperville Township Road District 31W331 North Aurora Road Naperville, IL 60563	Naperville Township Road District 31W331 North Aurora Road Naperville, IL 60563	400 Tons	500 Tons
Winfield Township Road District PO Box 617 West Chicago, IL 60186-0617	Winfield Township Road District 30W575 Roosevelt Road West Chicago, IL 60185	800 Tons	800 Tons
York Township Highway Dept. 19W475 Roosevelt Road Lombard, IL 60148	York Township Highway Dept. 19W475 Roosevelt Road Lombard, IL 60148	500 Tons	700 Tons
Wayne Township Road District 4N230 Klein Road West Chicago, IL 60185	Wayne Township Road District 4N230 Klein Road West Chicago, IL 60185	600 Tons	450 Tons

COUNTY OF DU PAGE, ILLINOIS

**BID FORM
PROCUREMENT SERVICES DIVISION
BID #14-084**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	Morton Salt, Inc.
Main Business Address	123 N. Wacker Drive
City, State, Zip Code	Chicago, IL 60606-1743
Telephone Number	For ordering: 855/665-4540
Fax Number	312/807-2669
Bid Contact Person	Sales Rep., Debbi Jones, PH# 708/891-5847
Email Address	bids@mortonsalt.com

TO: The DuPage County Procurement Services Division

The undersigned certifies that he is:

- the Owner/Sole Proprietor
 a Member of the Partnership
 an Officer of the Corporation
 a Member of the Joint Venture

herein after called the Bidder and that the members of the Partnership or Officers of the Corporation are as follows:

See Attached Corporate Resolution
(President or Partner)

(Vice-President or Partner)

(Secretary or Partner)

(Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Manager, DuPage Center, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. _____, _____, and _____ issued thereto;

Further, the undersigned proposes and agrees, if this bid is accepted, to provide all necessary machinery, tools, apparatus and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate.

Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33E-4, bid rigging or bid-rotating or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that he has examined and carefully prepared this bid and has checked the same in detail before submitting this bid, and that the statements contained herein are true and correct.

If a Corporation, the undersigned further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of

COUNTY OF DU PAGE, ILLINOIS

Directors duly called and held and have not been repealed, nor modified and that the same remain in full force and effect. (Bidder may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the bidder certifies that he has provided equipment, supplies or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule.

BID AWARD CRITERIA:

DuPage County reserves the right to award a contract(s) to the lowest responsive, responsible bidder(s) by lump sum bid, by group 1A and/or 1B, whichever is in the best interest of DuPage County. DuPage County will only consider unit pricing in the 130%-150% range, in the event of a tie. Group 2 will be awarded by each individual township/municipality.

DELIVERY: REQUIREMENTS AS LISTED IN SPECIFICATIONS

GROUP 1-A:

TOTAL LUMP SUM BID: \$845,280.00
Total (in figures)

Eight hundred forty-five thousand two hundred eighty Dollars and zero Cents.
(Print or Type)

GROUP 1-B:

TOTAL LUMP SUM BID: \$1,549,680.00
Total (in figures)

One million five hundred forty-nine thousand six hundred eighty Dollars and zero Cents.
(Print or Type)

The Contractor agrees to provide the equipment, service and/or supplies as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

X Anthony T. Patton Anthony T. Patton
(Signature and Title) Manager U.S. Government Bulk Ice Control
Sales & Marketing

CORPORATE SEAL
(If available)

**BID MUST BE SIGNED AND NOTARIZED
FOR CONSIDERATION**

Subscribed and sworn to before me this 15th day of April AD, 2014

Carolyn M. Carter My Commission Expires: 8/1/2017
(Notary Public)

Leah Pittacora
Leah Pittacora
Project Manager Ice Control
Salt Group






Carol Stream Police Department

Intradepartmental Memo

TO: Joe Breinig

REVIEWED AND APPROVED BY: Kevin Orr, Chief of Police

FROM: Commander John Jungers 

DATE: April 16, 2014

RE: Approval to purchase squad cars

The Police Department requests approval to purchase 3 patrol squad vehicles under the Southwest Conference of Mayors Cooperative.

Pursuant to the 2013-2014 Fiscal Year budget, the department has identified the need to replace 3 Patrol vehicles. This is consistent with our vehicle replacement plan that systematically identifies vehicles that are reaching their optimum service life. These vehicles are either scheduled to be transferred to other departments, or auctioned if they have no viable utility to the Village.

I recently received the Southwest Conference of Mayors Cooperative bid for the vehicles. The cooperative vendor is Thomas Dodge, 8940 W. 192nd St. Mokena, IL 60448. The total purchase cost for 3 all-wheel drive Dodge Charger Police Pursuit vehicles is \$78,990 (\$26,330 per). This does not exceed the proposed budget amount for the vehicles.

THOMAS DODGE- CHRYSLER-JEEP

Ph 708:403-8801
219:924-3000

Fax 219:922-2194



"Just the fax officer."

TO : Commander John Lungers

FROM: STEVE KIZARIC

CAROL
STREAM

Comments:

Vehicle quote. Note ignition override is
standard for 2014 so except for the W/D,
there was no price increase.

* 4/7 There was a reason, you couldn't read the price
I forgot to type it in. JB

2 pages including this cover

THANKS!

THOMAS DODGE CHRYSLER-JEEP



YOUR FAVORITE DODGE BOYS

9604 INDIA
HIGHLAND,
(219) 924-610

www.Thoma

ghland, Inc.

OLIS BLVD.
ANA 46322
FAX 922-2295

oGroup.com

April 3, 20

Commander John Jungers
Carol Stream Police Dept.
500 N. Gary Ave.
Carol Stream, IL 60188

Dear Commander Jungers:

We are pleased to quote on your new vehicles through the SCM co-op. Vehicle shall be 2014 Dodge Charger police all wheel drive with the following:

- *5.7L Hemi V-8
- *vinyl floor in lieu of carpet
- *de-act rear doors
- *heated side mirrors
- *block heater
- *full spare now std. with AWD
- *open wheel/chrome center caps
- *left spot w/LED bulb
- *AYE base equipment package
- *Jazz blue

PRICE: \$26,330.00

Note these are the same cars as 2013 only all wheel drive.

Thanks for the opportunity to quote and if you have any questions, feel free to call at 708:403-8801 ext. 5.

Yours truly

Steve Kiz
Fleet Manager



Village of Carol Stream

Interdepartmental Memo

TO: Joe Breinig

FROM: DC E. Sailer

DATE: April 29, 2014

RE: Updated ILEAS Law Enforcement Mutual Aid Agreement

The current Illinois Law Enforcement Alarm System (ILEAS) Mutual Aid Agreement has been in place for 10 years. Their Governing Board updated the language of the agreement (specifically to their internal Governing Board operations and rules) and they request we sign the updated Mutual Aid Agreement.

This agreement is in place when natural or man-made occurrences result in emergencies or disasters that exceed the resources, equipment and/or law enforcement personnel of any agency. Extending the Mutual Aid Agreement allows for our resources, personnel and services to be extended to another law enforcement agency in need and it allows for other law enforcement agencies to assist us.

There is no additional cost to continue this agreement. This is a valuable tool and all surrounding agencies are members of this mutual aid group.

I request the Village Board approve this agreement at the next Village Board meeting.

Law Enforcement Mutual Aid Agreement

This Law Enforcement Mutual Aid Agreement (LEMAA) is executed, in multiple counterparts, by the Public Agency shown on last page hereof on the date that is set forth on the last page of this LEMAA for the uses and purposes set forth herein.

Whereas, the undersigned Public Agency of the State of Illinois does hereby declare that it is in the best interest of the Signatory Public Agency to make provision for law enforcement Mutual Aid in the event the undersigned Public Agency should need law enforcement Mutual Aid, and;

Whereas, the undersigned Public Agency of the State of Illinois recognizes that law enforcement Mutual Aid is only effective if those Public Agencies who could potentially benefit from law enforcement Mutual Aid are willing to provide law enforcement Mutual Aid to other Public Agencies who are willing to enter into a Mutual Aid agreement such as this Mutual Aid agreement, and;

Whereas, in the State of Illinois, there exist constitutional and statutory provisions enabling and supporting the formation of intergovernmental agreements on matters such as law enforcement Mutual Aid, *towit*, the Constitution of the State of Illinois (Ill. Const. Art. VII, § 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/7-101 *et seq.*) and the Illinois Municipal Code (65 ILCS 5/11-1-2.1), and;

Whereas, in order to have an effective law enforcement Mutual Aid system, it is necessary and desirable to have a third party entity that can support, centralize, coordinate and organize the provision of law enforcement Mutual Aid by and among Signatory Public Agencies to the law enforcement Mutual Aid agreement, and;

Whereas, this LEMAA is made in recognition of the fact that natural or man-made occurrences may result in Emergencies or Disasters that exceed the resources, equipment and/or Law Enforcement Personnel of a given Public Agency; each Public Agency which signs a copy of this LEMAA intends to aid and assist the other participating Public Agencies during an Emergency or Disaster by temporarily assigning some of the Responding Public Agency's resources, equipment and/or law enforcement personnel to the Requesting Public Agency as circumstances permit and in accordance with the terms of this LEMAA; the specific intent of this LEMAA being to safeguard the lives, persons and property of citizens of the State of Illinois during an Emergency or Disaster by enabling other Public Agencies to provide additional resources, equipment and/or Law Enforcement Personnel as needed, and;

Whereas, since approximately 2002, there has existed in the State of Illinois an Illinois Law Enforcement Alarm System law enforcement Mutual Aid agreement ("Prior Mutual Aid Agreement") which was initially executed by a multitude of signatory parties in the wake of the events of the 911 terrorist attacks and (even though the needs of law enforcement have changed, grown and advanced in various regards) the Prior Mutual Aid Agreement has never been updated, modified or changed since its inception, it is now the desire of the Signatory Public Agency to this LEMAA to enhance and reaffirm its commitment to law enforcement Mutual Aid in the State of Illinois while providing more particularity to the relationship that exists between each of the Signatory Public Agencies to this LEMAA and the third party agency, the Illinois Law Enforcement Alarm System, created by such Signatory Public Agencies,

Now, therefore, the undersigned Public Agency, does hereby enter into this LEMAA with each and every other Public Agency which signs a counterpart copy of this LEMAA and agrees and contracts as follows:

1. Definitions. The following definitions apply to this Mutual Aid Agreement (the plural version of any defined term meaning two or more instances of the defined term):

a. Disaster – An occurrence, or the reasonable threat or possibility of an occurrence of, any of the following: widespread or severe damage; injury or loss of life or property resulting from any natural or technological cause, including but not limited to, fire, flood, earthquake, windstorm, tornado, hurricane, severe inclement weather, hazardous materials spill or other water or ground contamination requiring prompt action to avert danger or damage; epidemics, contaminations, blight, extended periods of severe and inclement weather, drought, infestation and critical shortages of essential products, fuels and energy; explosion; riot; significant or large scale civil insurrection or disobedience; hostile military or paramilitary action, or; acts of domestic terrorism.

b. Emergency – A natural or man-made situation that threatens to cause, or causes, loss of life and/or property and exceeds the physical and/or organizational response capabilities of a unit of local, state or federal government.

c. Illinois Law Enforcement Alarm System (or the abbreviation "ILEAS") – the third party Public Agency formed by Signatory Public Agencies to this LEMAA, or continued from the Prior Mutual Aid Agreement, to promote and facilitate law enforcement Mutual Aid in the State of Illinois, and;

d. Initial Governing Board – The first Governing Board of ILEAS established after two or more Public Agencies enter into this LEMAA.

e. Law Enforcement Personnel – An employee of a Signatory Public Agency to this LEMAA who is a law enforcement officer, county corrections officer or court security officer, as defined in Section 2 of the Illinois Police Training Act (50 ILCS 705/2).

f. LEMAA – This agreement.

g. Mutual Aid – Assistance provided by a Public Agency to another Public Agency pursuant to a definite and prearranged written agreement in the event of an Emergency or Disaster.

h. Prior Mutual Aid Agreement – a certain Mutual Aid Agreement having initial signatories in 2002 (with other signatory parties beginning their participation at a time later than the initial signatory parties) and which reflects a document modification date of “October 23, 2002” in the footer of the signature page (page 5).

i. Prior Signatory Public Agency – A Public Agency which executed the Prior Mutual Aid Agreement and has neither terminated its participation in the Prior Mutual Aid Agreement nor entered into this LEMAA.

i. Public Agency – Such units of government as are defined as a public agency by the Illinois Intergovernmental Cooperation Act (5 ILCS 220/2(1)).

j. Requesting Public Agency – A Signatory Public Agency to this LEMAA that has primary jurisdiction over the site of an Emergency or Disaster which, due to its perceived insufficient resources, equipment and/or Law Enforcement Personnel, would be unable to provide an adequate response to an Emergency or Disaster without the assistance of others.

k. Responding Public Agency – A Signatory Public Agency to this LEMAA that provides resources, equipment and/or Law Enforcement Personnel to a Requesting Public Agency during an Emergency or Disaster.

l. Signatory Public Agency – a Public Agency that has executed this LEMAA by signature of an authorized individual for the Public Agency under the authority of the Constitution of the State of Illinois (Ill. Const. Art. VII, § 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) and the final approval required of the Public Agency in order to execute the LEMAA.

2. Agreement to Participate in Law Enforcement Mutual Aid.

The Signatory Public Agency to this LEMAA agrees that, in the event of an Emergency or Disaster, it will respond to requests for assistance by a Requesting Public Agency with such Law Enforcement Personnel, equipment, resources, facilities, or services as are, in the opinion of the Responding Public Agency,

available and useful and being requested by a Requesting Public Agency. Possible responses shall include, but not be limited to, merely being on "stand by," providing the benefit of prior experience or consultation and/or actual "hands-on" participation in law enforcement activities in the jurisdiction of the Requesting Public Agency any one of which may also entail the provision of equipment, resources, facilities or other services. Provided, however, that each Responding Public Agency reserves the right to refuse to render assistance or to recall any or all rendered assistance, whenever it believes that such refusal or recall is necessary to ensure adequate protection of its own jurisdiction's property, citizenry or personnel.

It is expected that requests for Mutual Aid under this Agreement will be initiated only when the needs of the Requesting Public Agency exceed its resources. Responding Public Agencies' resources will be released and returned to their own respective jurisdictions by the Requesting Public Agency as soon as the situation is restored to the point where the Requesting Public Agency is able to satisfactorily handle the emergency or disaster with its own resources or when a Responding Public Agency decides to recall its assistance.

Whenever an Emergency or Disaster is of such magnitude and consequence that it is deemed advisable by the highest-ranking officer present of the Requesting Public Agency to request assistance from a Responding Public Agency, he is hereby authorized to do so under the terms of this LEMAA. The highest-ranking officer present of the Responding Public Agency is authorized to, and shall forthwith take, the following actions:

- Immediately determine what type of assistance is being requested.
- Immediately determine if the requested resources, equipment and/or Law Enforcement Personnel can be committed to the Requesting Public Agency.
- Immediately dispatch, in consultation and coordination with the ILEAS dispatcher, the resources, equipment and/or Law Enforcement Personnel that are available to the Requesting Public Agency.

At the Emergency or Disaster site, the highest-ranking officer of the Requesting Public Agency who is present shall assume full responsibility and command for operations at the scene. Law Enforcement Personnel from the Responding Public Agencies shall report to, and shall work under, the direction and supervision of the Requesting Public Agency. Provided, however, that at all times, the personnel of the Responding Public Agency shall remain employees of their own agency and shall adhere to the policies and procedures of their own employer. While working under the direction of the Requesting Public Agency, Law Enforcement Personnel shall only be required to respond to lawful orders.

All equipment provided or services performed under this LEMAA shall be provided without reimbursement to the Responding Public Agency from the Requesting Public Agency. Nothing contained herein shall prohibit a Responding Public Agency or ILEAS from seeking reimbursement or defrayment of any expenses it may have incurred in responding to a Mutual Aid request from other sources. The Requesting Public Agency agrees to cooperate with any effort to seek reimbursement or defrayment of Mutual Aid expenses on the part of Responding Public Agencies or ILEAS.

All Requesting Public Agencies, Responding Public Agencies and ILEAS are required to keep expense and accounting records to identify the costs and expenses of any Mutual Aid provided under this LEMAA.

Each Responding Public Agency shall assume sole responsibility for insuring or indemnifying its own employees, as provided by state, federal law and/or local ordinance, and for providing personnel benefits, including benefits that arise due to injury or death, to their own employees as required by state or federal law just as if the employee would have been working as an employee of the Responding Public Agency in its own home jurisdiction. Each Responding Public Agency shall also be responsible, regardless of fault, for replacing or repairing any damage to its own vehicles or equipment that occurs while providing assistance under this LEMAA.

The Requesting Public Agency agrees that this LEMAA shall not give rise to any liability or responsibility for the failure of any other Signatory Public Agency to respond to any request for assistance made pursuant to this LEMAA.

Each Responding Public Agency under this LEMAA further agrees that each Responding Public Agency will be responsible for defending itself in any action or dispute that arises in connection with, or as the result of, this LEMAA and that each Responding Public Agency will be responsible for bearing its own costs, damages, losses, expenses and attorney fees.

3. The Illinois Law Enforcement Alarm System. By agreement by and between each Signatory Public Agency to this LEMAA, there is and was formed and exists a third party Public Agency, created by the Signatory Public Agency parties to this LEMAA and by virtue of this LEMAA, which shall be known as the Illinois Law Enforcement Alarm System (hereinafter referred to as "ILEAS"). The following provisions apply to ILEAS:

- a. The Public Agency ILEAS shall have a governing board, consistent with the meaning of the phrase "governing board" in 5 ILCS 220/2(1), which shall be known as the "Governing Board."
 1. Governing Board Composition and Voting. The Governing Board of ILEAS shall consist of the following individual

members, described as follows:

- (a). Members of the Initial Governing Board – The individuals designated on Exhibit A will be members of the Initial Governing Board of ILEAS and shall serve until such time as their successors are elected or appointed, as the case may be.
- (b). Composition of the Governing Boards of ILEAS after the Initial Governing Board members have served their term shall be as follows, who shall serve until such time as their successors are elected or appointed, as the case may be:
 - 16 elected members representing eight (8) established ILEAS regions – there shall be one elected Sheriff member and one elected Chief of Police member from each of the eight (8) established ILEAS regions and the elected Sheriff member and the elected Chief of Police member shall be designated as the “Co-Chairs” from that region;
 - a permanent, non-elective Governing Board membership for the Illinois State Police Director or the Director’s designee,
 - a permanent, non-elective Governing Board membership for the President of the Illinois Association of Chiefs of Police or that President’s designee,
 - a permanent, non-elective Governing Board membership for the President of the Illinois Sheriff’s Association or that President’s designee.
 - two permanent, non-elective Governing Board memberships for the City of Chicago, Illinois or those persons designated by the Superintendent of Police, Chicago, Illinois.

Subject to the foregoing provisions of this subparagraph (b), no Public Agency shall be permitted to designate (as a candidate for election or appointment) a Governing Board Member unless that

Public Agency is a Signatory Public Agency and every Governing Board Member must be affiliated by employment with, or relation to, a Signatory Public Agency.

The President of ILEAS, with the advice and consent of the Governing Board of ILEAS, may appoint any number of *Ex-Officio* Governing Board consultants for the benefit of obtaining their counsel and advice but such individuals, if any, as are appointed to *Ex-Officio* Governing Board consultant positions shall not have any voting rights on matters to be decided by the Governing Board and, relative to the Board, are not agents or servants of the Governing Board, ILEAS or any Signatory Public Agency.

- (c). Members of Governing Boards of ILEAS after the Initial Governing Board – For purposes of determining the elected members of the Governing Board after the Initial Governing Board, the State of Illinois shall be divided into eight (8) regions which are shown on Exhibit B hereto. Any Signatory Public Agency to this LEMAA may nominate any one or more eligible individuals from its region as a candidate for Governing Board membership, including an individual employed by the Signatory Public Agency. Only Signatory Public Agencies to this LEMAA may vote for representatives to be elected from their region. Each Signatory Public Agency to this LEMAA gets one vote for an elected Sheriff member and one vote for an elected Chief of Police member from its region. Starting in 2015, the election of Governing Board members shall occur every two years in March of the year on a date to be determined by the Governing Board members in office in the October prior to the date of the election. Should a given Governing Board member vote result in a tie between candidates, the two or more candidates with the same highest number of votes shall participate in a “coin toss” selection process to determine who shall fill that Governing Board member position.
- (d). In the event that an elected Governing Board member dies, retires, resigns, is no longer employed by his employer in the same capacity as at the time of his

election or is otherwise unwilling or unable to serve the balance of that member's term, then a replacement Governing Board member from the same region as the Governing Board member being replaced shall be chosen by the remaining Governing Board member from that Region and shall serve until the next Governing Board member vote. If both Governing Board members from a given Region are no longer in office at the same time, then, by majority vote of the remaining Governing Board members still holding office, two replacements shall be chosen from that same Region (in individual, separate votes) and shall serve until the next Governing Board member vote. The replacement Governing Board member shall be a Sheriff if a Sheriff is being replaced and shall be a Chief of Police if a Chief of Police is being replaced.

- (e) Matters before the Governing Board for decision shall be decided by majority vote of a quorum of the voting members. A quorum for the conducting of the business of the Governing Board shall be established by the Bylaws promulgated by the Governing Board. Nothing contained herein shall prohibit the establishment of committees or subcommittees of the whole for the conduct of business as expressed in the Bylaws promulgated by the Governing Board.
2. Governing Board to Promulgate a Plan of Operation. The Governing Board shall cause to be promulgated a Plan of Operation for the giving and receiving of Mutual Aid under the provisions of the LEMAA and shall promulgate Bylaws for the management of ILEAS. Both the Plan of Operation and Bylaws may be modified from time to time based upon the majority vote of the then current members of the Governing Board.
 3. Governing Board Compensation. All officers, members and *ex-officio* members of the Governing Board shall serve without compensation.
 4. Regional Governing Boards. In each of the Regions, in addition to the co-chairs for that region, there may be elected a secretary, treasurer and sergeant at arms for that Region as well as any number of *ex-officio* members as that Region

desires.

- b. The Public Agency ILEAS shall have a President, Vice President, Secretary, Treasurer and Sergeant at Arms who shall be appointed by and from the Governing Board of ILEAS, at its discretion. The officers shall have the duties, responsibilities and powers accorded to them by the Bylaws of ILEAS as the Bylaws are established and may be amended from time to time by the Governing Board.
- c. The Public Agency ILEAS shall have an Executive Director, appointed by the Governing Board at its discretion, who shall be the chief operating officer of ILEAS and who shall have the duties, responsibilities and powers accorded to the Executive Director by the Bylaws of ILEAS as the Bylaws are established and may be amended from time to time by the Governing Board.
- d. The Public Agency ILEAS shall have the authority, right and power to:
 1. coordinate law enforcement Mutual Aid responses by and among Signatory Public Agencies to this LEMAA and act as a central receiving point for Mutual Aid requests;
 2. solicit and receive commitments from Signatory Public Agencies to respond to a Mutual Aid request and coordinate and provide support for any legal documentation necessary or desirable to effectuate the provision of law enforcement Mutual Aid;
 3. maintain an electronic mutual aid database to which all Signatory Public Agencies provide information related to each respective Signatory Public Agency's manpower, resources and equipment necessary to respond to a Mutual Aid request and to which all Signatory Public Agencies have access;
 4. identify through the mutual aid database individuals from Signatory Public Agencies with the ability, training and qualifications suitable for Mutual Aid responses, together with the necessary equipment and other resources as requested by the Requesting Public Agency;
 5. coordinate and provide a facility for training exercises and education;
 6. solicit, obtain and administer funds for the operations and functions of ILEAS and the provision of law enforcement

Mutual Aid in the form of grants, donations, endowments or allocations of funds from other governmental agencies or other sources (but not from the issuance of any debt obligations), to assess Board-approved dues on Signatory Public Agencies and to obtain reimbursement, payment, advances or funds from any governmental entity or agency which provides, allocates or administers funds to defray, pay or reimburse the expenses of those entities participating in Mutual Aid efforts;

7. provide accounting, budgeting, estimation, documentation, archival and general administrative support for law enforcement Mutual Aid deployments (actual, planned, proposed or contemplated) and the general operations of ILEAS;
8. obtain indemnity, casualty, liability and worker's compensation insurance for the operations of ILEAS in amounts and under terms deemed appropriate by the Governing Board;
9. employ support personnel to perform the functions and operations of ILEAS;
10. enter into contracts, agreements, purchase agreements and leases necessary to the functions and operations of ILEAS;
11. provide and display identification, signage, insignias, patches or other indicia which identify ILEAS employees and agents if and when such employees and/or agents are on site to coordinate or facilitate disaster and/or emergency relief performed by various Responding Public Agencies;
12. to own, hold, supply, borrow or lend, in ILEAS' name, such personal property as deemed necessary by the Governing Board to the purposes, functions and operations of ILEAS;
13. facilitate, enhance or enable interagency communication relative to the provision of Mutual Aid;
14. provide to Signatory Public Agencies to this LEMAA such information as is useful to them relative to what resources are available from ILEAS or other Signatory Public Agencies to this LEMAA ;
15. maintain a listing or database of available equipment, available animals and alleged independent contractor

experts in various fields that would serve as a resource to ILEAS and any Signatory Public Agency to this LEMAA which listing would be made available to such Signatory Public Agencies with the understanding on the part of the requesting Signatory Public Agency that ILEAS:

- (a) does not represent, provide, recommend or warrant to any Signatory Public Agency the appropriateness, integrity, quality, or qualifications of any listed resource, equipment or animal for a given use (such determination to be made solely by the requesting Signatory Public Agency), and;
 - (b) does not furnish, employ, provide, retain or have as its agent, any alleged expert whose contact information is provided to the Signatory Public Agency, such alleged expert being solely an independent contractor and, further, does not represent, recommend or warrant to any Signatory Public Agency the appropriateness, integrity, training, quality or qualifications of any alleged expert (such determinations to be made solely by the requesting Signatory Public Agency), and;
 - (c) relative to any animal, does not represent, recommend or warrant to any Signatory Public Agency the appropriateness, training, behavioral characteristics, quality or qualifications of any animal for a given use (such determination to be made solely by the requesting Signatory Public Agency).
16. engage in such other activities as support, enhance or enable Mutual Aid by and between the Signatory Public Agencies to this LEMAA.
- e. It is not the function, responsibility or purpose of ILEAS to warrant or endorse the sufficiency or talents of, deploy, supply, direct, command or manage any Law Enforcement Personnel responding to Mutual Aid requests under this LEMAA. Any Law Enforcement Personnel responding to a law enforcement Mutual Aid request under this LEMAA shall be Law Enforcement Personnel of a Responding Public Agency (and not of ILEAS) and shall take their orders from commanding officers of either the requesting Public Agency or the Responding Public Agency, as otherwise detailed in this LEMAA. In general, ILEAS' function in a Mutual Aid deployment is to receive the Mutual Aid request, identify and contact

appropriate potential responding Signatory Public Agency responders, obtain commitments from such potential Signatory Public Agency responders that they will respond to the Mutual Aid request, identify those Signatory Public Agencies who will respond to the Mutual Aid request of the Requesting Public Agency, provide ILEAS' expertise, services and experience relative to issues associated with Mutual Aid deployments and continue to monitor the adequacy of the Mutual Aid response to be able to respond if the Requesting Public Agency determines more assistance is needed and review the sufficiency of the Mutual Aid response that was made. ILEAS may, in its discretion, establish an on site presence at the Mutual Aid site when the Requesting Public Agency or the Responding Public Agencies believe such presence is useful to the purposes and functions of ILEAS and/or the Requesting Public Agency or the Responding Public Agencies.

4. Additional Signatory Public Agency Provisions

- a. Each Signatory Public Agency to this LEMAA agrees to maintain liability insurance with a Best's rated A- or better insurance company or a self insurance trust fund in the face or indemnity amount of at least one million dollars (\$1,000,000.00) which would provide, *inter alia*, liability coverage for any activities in which the Signatory Public Agency to this LEMAA might engage under this LEMAA.
- b. Each Signatory Public Agency to this LEMAA agrees to provide to ILEAS information about the equipment, resources and personnel of its Public Agency, jurisdictional and regional demographic information, contact information, National Incident Management Systems information and Reception Site Staging information which may be used by ILEAS to aid in ILEAS' support role under this LEMAA. The Executive Director of ILEAS shall prepare a document, which will be amended from time to time, which requests the information desired and send it to each Signatory Public Agency for completion and update. Each Signatory Public Agency to this LEMAA agrees that ILEAS may distribute any information obtained by the Executive Director to any other Signatory Public Agency to this LEMAA who may request such information for Mutual Aid purposes.
- c. Each Signatory Public Agency to this LEMAA agrees that it will not hold itself out as an agent of ILEAS or any Public Agency other than itself and will instruct each of its employees that they are not to hold themselves out as employees or agents of ILEAS or any

Public Agency other than the one as to which they are actually agents or employees. Further, each Signatory Public Agency to this LEMAA agrees to monitor the activities of its agents and employees to maintain compliance with this provision of the LEMAA.

- d. Each Signatory Public Agency to this LEMAA understands that, under the Constitution of the State of Illinois (Ill. Const. Art. VII, §10) and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), ILEAS may only be delegated authority, abilities and powers that the Signatory Public Agency to this LEMAA has itself. To the extent that a Signatory Public Agency to this LEMAA does not have legal authority to participate in cooperative law enforcement mutual aid, this LEMAA is void and of no effect relative to such Signatory Public Agency.
- e. It is the intent of each Signatory Public Agency to this LEMAA that ILEAS be created with all the powers enumerated herein and without further restrictions on those powers. Therefore, each Signatory Public Agency agrees that, if that Signatory Public Agency is determined to not have the authority or powers that are coextensive with those granted to ILEAS in this LEMAA or it is determined that the Signatory Public Agency is limited in the exercise of its authority or its powers to a greater extent than ILEAS is limited by this LEMAA, rather than limiting the powers of ILEAS, that finding will cause the Signatory Public Agency's participation in the creation of ILEAS to be void *ab initio* and Section 3 of this LEMAA shall not apply to such a Signatory Public Agency. Such a finding will not, however, invalidate the Signatory Public Agency's adoption of this LEMAA for purposes of providing and receiving law enforcement Mutual Aid.
- f. Each Signatory Public Agency to this LEMAA warrants that:
 1. It is a Public Agency under the laws of the State of Illinois.
 2. It is authorized by the legal process and laws applicable to that Public Agency that it has the full authority and right to enter into this LEMAA.
 3. To the extent that it is called upon to provide Law Enforcement Personnel as a Responding Public Agency, the Law Enforcement Personnel the Signatory Public Agency to this LEMAA provides have been properly credentialed by the Illinois Law Enforcement Training Standards Board to be a law enforcement officer, county corrections officer or court security officer in the State of Illinois and have been trained

relative to the types of tasks that the Law Enforcement Personnel will be undertaking relative to the mutual aid request.

4. To the extent that it is called upon to provide equipment as a Responding Public Agency, the equipment the Signatory Public Agency to this LEMAA provides is in good working order with no known defects, problems, faults or limitations that would make its use dangerous or impractical.

5. Termination of Participation in LEMAA

- a. Any Signatory Public Agency to this LEMAA has the right to terminate its participation in this LEMAA upon ninety (90) days notice to ILEAS. ILEAS shall notify remaining Signatory Public Agency parties to the LEMAA of the notice of termination.
- b. To the extent that a Signatory Public Agency incurs an obligation under this LEMAA prior to the expiration of the ninety (90) day notice of termination period, nothing contained in this section shall be interpreted to mean that that Signatory Public Agency should not meet its obligation under this LEMAA. Termination is automatically effective upon the expiration of the ninety (90) day period without further action by any party.

6. Non-Member Affiliates

- a. Definition of Status – A non-member affiliate of ILEAS is an incorporeal entity, which is not a public agency, but which has been vested with police powers by the State of Illinois, and which:
 1. would be eligible to request or provide law enforcement mutual aid, and;
 2. has agreed with ILEAS, under the provisions of this LEMAA, to be a non-member affiliate and abide by the provisions of this Agreement applicable to a non-member affiliates.
- b. Purpose of Non-Member Affiliate Status – While only Public Agencies may enter into this LEMAA and form ILEAS, there exists value to the public agencies forming ILEAS in having non-member affiliates to provide counsel, advice, experience and different points of view with respect to the problems and issues confronted and addressed by the Public Agencies which have formed ILEAS. As well, as situations sometimes call for coordination with entities with

police power which are not Public Agencies, advance cooperation, planning, coordination and sharing with such entities remains valuable to the Signatory Public Agencies forming ILEAS. As well, in situations of emergency or disaster and to the extent permitted by law, law enforcement services may be provided or given by non-member affiliates under agreements approved by the Governing Board of ILEAS.

- c. Participation by Non-Member Affiliate – A non-member affiliate becomes or remains a non-member affiliate at the sole discretion and pleasure of the Governing Board of ILEAS.
- A non-member affiliate may:
 1. send its law enforcement officers to participate in ILEAS-organized training and educational events upon terms and conditions determined by ILEAS;
 2. have its representative agent serve, at the discretion of the President of ILEAS and with the advice and consent of the Governing Board of ILEAS, as an *ex-officio* Governing Board Consultant;
 3. at the discretion of ILEAS, provide advice and counsel to ILEAS relative to a mutual aid situation.
 4. to the extent permitted by law:
 - (a) and under terms and conditions to be determined by the Governing Board of ILEAS, enter into agreements permitting peace officers of a non-member affiliate to provide law enforcement services, in an emergency or disaster, to Signatory Public Agencies and utilize ILEAS coordination services.
 - (b) and under terms and conditions to be determined by the Governing Board of ILEAS, enter into agreements permitting Signatory Public Agencies to provide law enforcement services, in an emergency or disaster, to the non-member affiliate and utilize ILEAS coordination services.
 - A non-member affiliate, or its representative(s) may not:
 1. represent to any third party or the public at large that it is a “member” of ILEAS or a Signatory Public Agency of ILEAS;

2. bind ILEAS, or any of the Signatory Public Agencies to this LEMAA, to any form of an agreement of any sort or kind;
 3. disclose to any third party or the public at large:
 - (a) the discussions to which its representatives may be privy at any Governing Board meeting,
 - (b) any documents, strategems or other planning activities associated with the business or activities of ILEAS or its Signatory Public Agencies,
 - (c) any information deemed by ILEAS or its Signatory Public Agencies as confidential in nature, with the presumption that, if the information was learned at any meeting or assemblage of ILEAS Directors, Officers or Signatory Party representatives, the information should be deemed confidential.
- A non-member affiliate shall:
 1. to the extent that it participates in ILEAS events, maintain liability insurance with a Best's rated A- or better insurance company or a self insurance trust fund in the face or indemnity amount of at least one million dollars (\$1,000,000.00) which would provide, *inter alia*, liability coverage for any activities in which the non-member affiliate might engage.
 2. advise any individual, who will be representing the non-member affiliate, of the terms and conditions of non-member affiliate status and direct that individual to act consistently with those terms and conditions.
 3. to the extent determined by the Governing Board of ILEAS, pay appropriate dues for a non-member affiliate.
 - d. Evidence of Participation as Non-Member Affiliate – Upon the endorsement of approval by the President of ILEAS' Governing Board of an application for non-member affiliate status, the incorporeal entity applying for non-member affiliate with ILEAS shall become a non-member affiliate with ILEAS.
 1. The granting of non-member affiliate status with ILEAS may be revoked at any time and for such reasons as the Governing Board sees fit in its sole discretion and choice.

2. Nothing associated with the granting of a status as a non-member affiliate shall be deemed to create a partnership, joint venture, or any other legal combination of entities, including but not limited to, any principal/agent status by or between the non-member affiliate and either ILEAS or a Signatory Public Agency.

7. Additional Provisions

- a. Application of Law and Venue Provisions - This LEMAA shall be governed by, and interpreted and construed under, the laws of the State of Illinois. The exclusive venue for the enforcement of the provisions of this Agreement or the construction or interpretation of this Agreement shall be in a state court in Springfield, Illinois.
- b. Compliance with Laws - All Signatory Public Agencies to this LEMAA agree to comply with all federal, state, county and local laws and ordinances as well as all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Signatory Public Agencies' respective performances of the provisions of this LEMAA.
- c. Lack of Waiver - Acceptance of partial performance or continued performance after breach of this LEMAA shall not be construed to be a waiver of any such breach.
- d. Status of a Signatory Public Agency – Nothing contained within this LEMAA shall be deemed to create, or be interpreted to intend to create, a joint venture, partnership or any other sort of legal association or combination of entities as between the Signatory Public Agencies to this LEMAA or as between ILEAS and any Signatory Public Agency to this LEMAA. Each Signatory Public Agency to this LEMAA is acting in its own individual capacity and not as the agent of any other Public Agency which is created by this or any other counterpart copy of this LEMAA or which is a Signatory Public Agency to this LEMAA.
- e. Involuntary Termination of Participation in ILEAS – Under terms and conditions established by the Board of Governors of ILEAS, a Signatory Public Agency may have its participation in this LEMAA involuntarily terminated. The terms and conditions shall describe those situations where such involuntary termination may occur and

the process to be followed to make the determination as to whether involuntary termination shall occur.

- f. Immunities - With respect to ILEAS and each and every Signatory Public Agency to this LEMAA, becoming a Signatory Public Agency to this LEMAA or performance under the terms of this LEMAA shall not be deemed to waive any governmental immunity or defense to which the Signatory Public Agency or ILEAS would otherwise be entitled under statute or common law in the absence of this LEMAA.
- g. No Third Party Beneficiary -This LEMAA is not intended nor expected to confer upon or entitle any person or entity, other than ILEAS and the Signatory Public Agencies to this LEMAA, any information, benefits, advantages, rights or remedies. It is expressly understood and agreed that enforcement of the terms and conditions of this LEMAA, and all rights of action relating to such enforcement, shall be strictly reserved to ILEAS and the Signatory Public Agencies to this LEMAA and nothing contained in this LEMAA shall give or allow any claim or right of action by any other or third person or entity (including, but not limited to, members of the general public) based on this LEMAA. It is the express intention of ILEAS and the Signatory Public Agencies to this LEMAA that any person or entity (other than ILEAS and the Signatory Public Agencies to this LEMAA) who may be deemed to receive services or benefits under this LEMAA shall be deemed to be only an incidental beneficiary to this LEMAA.
- h. Paragraph Headings - The captions and headings used in this LEMAA are only for convenience of reference and the organization of this LEMAA and shall not be construed as expanding, defining or limiting the terms and provisions in this LEMAA.
- i. Severability - If any part, term, or provision of this LEMAA is held by the courts to be invalid, unenforceable, contrary to law or in conflict with any of the laws of the State of Illinois, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties to this LEMAA shall be construed and enforced as if the LEMAA did not contain the particular part, term, or provision held to be invalid, unenforceable, contrary to law or in conflict with any law of the State of Illinois.

- j. Parol Evidence and Prior Mutual Aid Agreements - This LEMAA constitutes the entire agreement between the Signatory Public Agencies concerning this LEMAA's subject matter, whether or not written, and may not be modified except as otherwise provided herein.
- As between Signatory Public Agencies, this LEMAA supersedes, in its entirety, the Prior Mutual Aid Agreement concerning its subject matter.
 - As between Signatory Public Agencies to this LEMAA and Prior Signatory Public Agencies who have not executed this LEMAA, this LEMAA does not supersede the Prior Mutual Aid Agreement.
 - Nothing contained herein shall be deemed to affect other Mutual Aid agreements that a Signatory Public Agency to this LEMAA may have executed.
- k. Amendments – As it may be desirable, from time to time, to amend this LEMAA, this subsection shall govern that process. In the event that one or more signatory public agencies wishes to propose an amendment to this LEMAA, such signatory public agency(ies) shall communicate the proposed amendment to the Governing Board in the form of a resolution as to which there can be a vote for the resolution or against the resolution. No resolution may come to a vote unless at least ten (10) then-current signatory public agencies (including the signatory public agency(ies) proposing the amendment) endorse their written desire to have a vote on the resolution. In not less than 30 days nor more than 180 days after receipt of the proposed amendment with the requisite minimum of ten (10) endorsements, the Board shall communicate the proposed amendment to all then-current signatory public agencies to the LEMAA together with the date and time by which the signatory public agency must cast its vote for or against the resolution. Each then-current signatory public agency is entitled to one vote. The vote of the signatory public agency should be sent to whomever is the Executive Director at the time of the cutoff for receipt of the votes and such votes may be sent by letter, fax or email but may not be communicated orally (in person or by telephone). The sender assumes all risk that the communication of the vote will not be received in time so early voting is encouraged. The cutoff date and time for the vote to be received by the Executive Director must

not be sooner than fourteen 14 days after the Board has sent out its communication that an amendment has been proposed. The Executive Director shall be the sole individual to determine if the vote was received in a timely fashion in order to be counted and all votes shall be tallied within one day after the date when the voting was terminated. The resolution shall carry if the votes in favor of the amendment constitute greater than fifty percent (50%) of the total votes cast and shall fail if the votes against the amendment constitute less than or equal to fifty percent (50%) of the total votes cast. If the resolution carries, unless the resolution, by its terms, provides for a later date when it would be effective, the amendment is effective upon the determination by vote tally that the resolution carried. As soon as reasonably possible after the results of the voting have been determined, the Executive Director shall communicate the results of the voting to all then-current signatory public agencies.

- i. Notices - Notices concerning the withdrawal of a Signatory Public Agency from the terms and conditions of this LEMAA under Section 5 of this LEMAA shall be made to ILEAS at 1701 E. Main St., Urbana, Illinois 61802. Notice of any alleged or actual violations of the terms or conditions of this LEMAA shall be made to ILEAS at 1701 E. Main St., Urbana, Illinois 61802 and each other Signatory Public Agency to this LEMAA who is alleged to have committed the alleged or actual violation of the terms or conditions of this LEMAA.
- m. Counterparts - This LEMAA may be, and is anticipated to be, executed in counterparts, each of which shall be deemed to be an original of this LEMAA.

Balance of this page is intentionally left blank before the signature page.

In Witness Whereof, the Signatory Public Agency designated below enters into this LEMAA with all other Signatory Public Agencies who have signed or will sign this LEMAA pursuant to legal authorization granted to it under the Constitution of the State of Illinois (Ill. Const. Art. VII, § 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and the final approval required of an entity such as the undersigned Public Agency.

Public Agency Name

By: _____
Legally Authorized Agent

← Legally Authorized Agent Signature

Printed Name:

Title: _____

Date: _____

← Legally Authorized Agent Printed Name

State of Illinois)
County of _____) ss

after being duly sworn on oath, deposes and states under penalty of perjury that he/she is the duly authorized agent for the Public Agency shown above, that he/she has read the cover letter accompanying the LEMAA in its entirety, that the entity shown above the "Public Agency Name" line, above, is a Public Agency within the meaning of 5 ILCS 220/1 et seq. and that he/she signs this document pursuant to proper authority granted by that public agency.

Notary Public

← Notary Public Signature

My Commission Expires:

In Witness Whereof, the Signatory Public Agency designated below enters into this LEMAA with all other Signatory Public Agencies who have signed or will sign this LEMAA pursuant to legal authorization granted to it under the Constitution of the State of Illinois (Ill. Const. Art. VII, § 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and the final approval required of an entity such as the undersigned Public Agency.

Public Agency Name

By: _____
Legally Authorized Agent

Printed Name:

Title: _____

Date: _____

State of Illinois)
) ss
County of _____)

_____, after being duly sworn on oath, deposes and states under penalty of perjury that he/she is the duly authorized agent for the Public Agency shown above, that he/she has read the cover letter accompanying the LEMAA in its entirety, that the entity shown above the "Public Agency Name" line, above, is a Public Agency within the meaning of 5 ILCS 220/1 et seq. and that he/she signs this document pursuant to proper authority granted by that public agency.

Notary Public

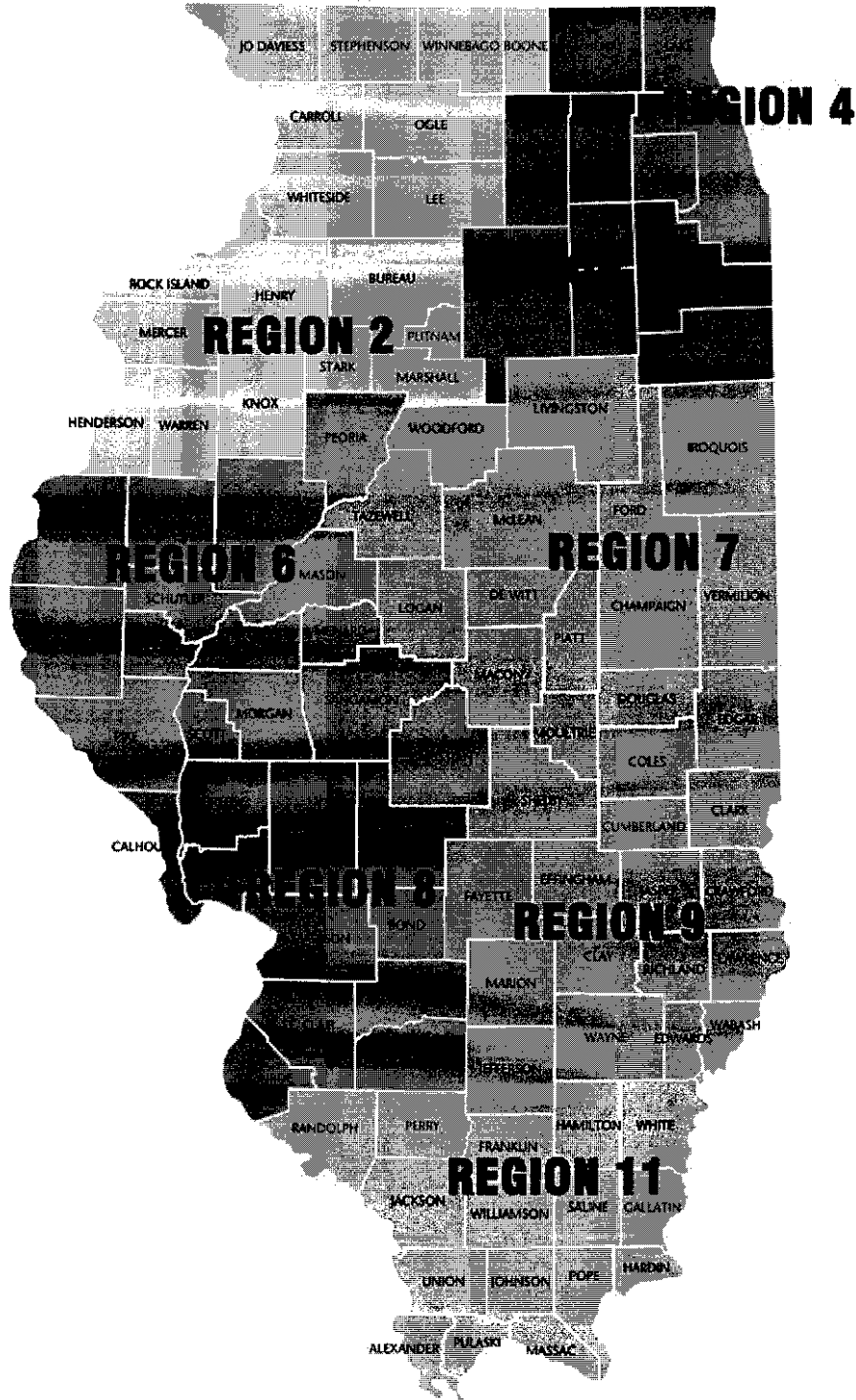
My Commission Expires:

Exhibit A

- William Smith, Captain, Illinois State Police
- Wayne Gulliford, Deputy Chief, Chicago Police Dept
- Steve Georgas, Deputy Chief, Chicago Police Dept
- Eric Smith, Chief of Police, Sherman, Illinois
- Tom Schneider, Sheriff, Macon County, Illinois
- David Snyders, Sheriff, Stephenson County, Illinois
- Victor Moreno, Chief of Police, East Moline, Illinois
- Thomas Roman, Chief of Police, Waubonsee Community College
- Roger Scott, Sheriff, DeKalb County, Illinois
- Steve Neubauer, Chief of Police, Tinley Park, Illinois
- John Zaruba, Sheriff, DuPage County, Illinois
- Mike McCoy, Sheriff, Peoria County, Illinois
- Brian Fengel, Chief of Police, Bartonville, Illinois
- Don Volk, Chief of Police, Washington, Illinois
- Derek Hagen, Sheriff, Iroquois County, Illinois
- Richard Miller, Chief of Police, Granite City, Illinois
- Jim Vazzi, Sheriff, Montgomery County, Illinois
- Andrew Hires, Sheriff, Richland County, Illinois
- Bill Ackman, Chief of Police, Robinson, Illinois
- Jody O'Guinn, Chief of Police, Carbondale, Illinois
- Keith Brown, Sheriff, Saline County, Illinois

or their respective successors per this LEMAA


Exhibit B



Village of Carol Stream

Interdepartmental Memo

TO: Joseph Breinig, Village Manager

FROM: William N. Cleveland, Assistant Village Engineer 

DATE: April 29, 2014

RE: Request to waive bids and award contract –
2014 Asphalt Restorative Sealer

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

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

Similar to the GSB-88, CRF is a proprietary product that is unable to be competitively bid. Staff therefore investigated and negotiated a proposal based on similar sized contracts in our area. This year we are proposing to apply restorative sealer to about 76,000 SY of residential streets that were paved about 12 years ago, and may need some patching, but still serviceable.

The negotiated price was \$1.17 per SY (last year was \$1.15) for 75,986 SY and a total cost of \$88,903.62. This maintenance procedure was budgeted at \$397,000 for all restorative and rejuvenation projects, in the pavement maintenance portion of the Capital Improvements Program budget. Additional pavement rejuvenation projects will be awarded in the future.


Engineering staff recommends that the bid process be waived and the 2014 Asphalt Restorative Sealer Project be awarded to CAM, LLC of Sugar Grove in the amount of \$88,903.62.

Cc: James T. Knudsen, Director of Engineering Services
Jon Batek, Finance Director
Phil Modaff, Director of Public Works

Attachment

Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager

FROM: James Knudsen, Director of Engineering Services 

DATE: April 30, 2014

RE: Plan Reviews and Inspections for the Village of Carol Stream & DuPage County Storm Water Ordinances – Award of Contract for Professional Engineering Services

Special management areas or SMA's are areas that include wetlands, floodplain, floodways, riparians and now post construction Best Management Practices (PCBMPs). The DuPage County Countywide Stormwater and Flood Plain Ordinance require the Village to perform SMA reviews and inspections utilizing experts with special knowledge in the fields of hydrology and hydraulics, wetland and soil sciences. It would be impractical to hire an in-house specialist, therefore the Village has been using outside consultant engineering services to perform this valuable function. The Village also utilizes a consultant to perform reviews on typical storm water management practices. This has improved the consistency of reviews and allows for better coordination.

Stormwater reviews will be required for private site plans as well as Village and other governmental agency projects. Wetland and BMP inspections will also be required for mitigation sites and best management practices (BMPs). Based on previous reviews and inspections, staff has budgeted \$47,000.00 for site plan reviews, \$8,000.00 for wetland inspections. Both the site plan reviews and wetland inspections will be billed back to the applicants along with a \$120/permit administration fee.

The Village also implemented a policy whereby the developer must post a deposit based on the consultant's typical review or inspection costs for each storm water submittal. The deposit is returned to the developer after the storm water improvements have been completed and all invoices have been paid. This measure will protect the Village from developers that decide not to go through with their project and not pay the invoices for the review or inspection services performed for them and paid by the Village.

Since this Ordinance has been in effect (September 1991) the Village has utilized the services of Christopher B. Burke Engineering, Ltd. (CBBEL), and recently Engineering Resource Associates (ERA). CBBEL has performed the reviews and inspections on all projects unless there is a conflict of interest. In those instances, the Village has substituted ERA as the reviewer. This contract is for plan review and inspection services to be performed by CBBEL.

CBBEL has performed the reviews and inspections in a timely and very professional manner. Continuing to utilize CBBEL will allow us to maintain a consistent interpretation of the Ordinance that's reliable but not overly burdensome. The hourly billing rates have increased by 3.2% to 3.5% for the Stormwater Management Engineer and the Hydrological/Hydraulic Engineer respectively. There was a significant increase for the Environmental and Soil Scientists due to not having been increased in previous years or very small increases. Comparing them to 2010 rates they have only increased by 4.41% per year over that four year period. Therefore, staff recommends approval of the consultant services agreement contract for storm water management plan reviews and inspections to CBBEL at the specified rates in Attachment C.

Cc: William N. Cleveland, Assistant Village Engineer
Jon Batek, Finance Director

Attachment

ATTACHMENT C

CONSULTANT SERVICES AGREEMENT

This AGREEMENT entered into by and between Christopher B. Burke Engineering, Ltd. HEREINAFTER 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 furnishing certain employees for temporary assignment to the "Second Party" for engineering services involving field observation, site plan review and other miscellaneous review items.

The "First Party" is committed to furnish the "Second Party":

A professional Engineer with two years experience in stormwater and floodplain management.

An Engineer with two years experience in the application of continuous hydrology and fully dynamic hydraulic models.

An environmental scientist who has attended at least one course in wetland delineation approved by the DuPage County Department of Economic Development and Planning (Department).

A soil scientist meeting the qualifications of the Department.

The "First Party" also agrees that they will replace said employee(s), when requested by the "Second Party," within twenty-one (21) calendar days.

The "First Party" will submit monthly invoices for payment to the "Second Party" for engineering services. The basis of the invoices shall be the number of hours worked in the billing period by each employee of the "First Party" at the following rates:

Stormwater Management Engineer	\$ 179 /hr
Hydrological/Hydraulic Engineer	\$ 129 /hr
Environmental Scientist	\$ 183 /hr
Soil Scientist	\$ 183 /hr

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration received and to be received, the parties hereby agree:

The "Second Party" hereby agrees:

1. That they will not solicit the permanent services of personnel furnished by the Engineer for a period of six (6) months following the expiration date of this Agreement.
2. The "Second Party" agrees to compensate the "First Party" for providing the above described services on a time and expense basis in accordance with the attached Schedule of Hourly Charges, which is subject to change at the beginning of the next calendar year and at subsequent intervals of not less than twelve months.

The "First Party" hereby agrees:

1. To comply with all relevant laws, regulations and rules promulgated by any Federal, State, County, Village and/or other government unit or regulatory body now in effect or which may be in effect and which are relevant during the performance of the work to which reference is made above. Included within the scope of the laws, regulations and rules referred to 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 the "Second Party" against any and all claims, costs, causes, actions and expenses, incurred by reason of a lawsuit or claim for compensation arising in favor of any person, including the employees or officers of the "First Party", on account of personal injuries or death, or damages to property occurring or resulting directly from negligent performance by the "First 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, Public Liability Insurance containing a contractual Liability Clause 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 will be submitted to the "Second Party". There shall be no additional charge for said insurance to the "Second Party".
4. To furnish, when requested by the Village any affidavit or certificate as required from by County, State or Federal Agencies in connection with the work covered by this agreement.
5. To indemnify "Second Party" for any loss it may sustain by theft or other cause from the acts of negligence of the employees of the "First Party" or its subcontractors.

IT IS MUTUALLY UNDERSTOOD AND AGREED 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 1st day of May 2014 until the 30th day of April, 2015, inclusive.

IN WITNESS WHEREOF, THE PARTIES have executed this agreement this _____ day of _____ for new fee schedule.

FIRST PARTY:

SECOND PARTY:

Christopher B. Burke Engineering, Ltd.

By: _____
Christopher B. Burke, PhD, PE
President

By: _____

ATTEST:

ATTEST:


Christopher B. Burke Engineering, Ltd.

By: _____
Melissa Johandes
Executive Administrative Assistant

By: _____

Village of Carol Stream

Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: William N. Cleveland, Assistant Village Engineer 
DATE: May 1, 2014
RE: 2013 Joint and Crackfill Project – Final Acceptance and Payment

In October of 2013 the Village Board approved the referenced project to SKC Construction Inc. of West Dundee, IL in the amount of \$118,500. The final invoice based on the actual pounds of material used was \$96,902.08.

This is \$21,597.92 or 18% under the original contract, and \$26,097.92 or 21% less than the budget of \$123,000.


The project was completed this spring, due to cold wet weather last fall. We were \$21,597.92 under contract because the actual application rate was 0.3 lbs/sy versus the estimate of 0.35 lbs indicating that pavements are not cracked as severely as previous years.

Staff therefore recommends final acceptance of the 2013 Crackfilling Project and final payment in the amount of \$47,321.45 to SKC Construction Inc.

dh

cc: James T. Knudsen, Director of Engineering Services
Jon Batek, Finance Director
Phil Modaff, Director of Public Works

Village of Carol Stream
Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager
FROM: William N. Cleveland, Assistant Village Engineer 
DATE: May 1, 2014
RE: Request to Order a Vehicle under the
State of Illinois Purchase Program.

Engineering Services is requesting to order a replacement vehicle that is included in the 2014-2015 budget. This vehicle has been bid by the State of Illinois so all bidding requirements have been met.

Staff is recommending the purchase of a 2014 Ford Focus 4-Door Sedan to replace the 2009 Ford Focus. The 2009 Focus will remain with Engineering to replace the 2001 Chevy Impala. The 2001 Chevy Impala will be used by Community Development for code enforcement. This is a low emissions vehicle (LEV) certified under the Federal Clean Air Act and has an EPA rating of 28 mpg city and 40 mpg highway.

The budget for the vehicle is \$36,000 and the cost is \$16,696.54, 54 % under budget. We had budgeted for a much more expensive "plug-in hybrid" vehicle, but have since decided that a low cost, high mileage vehicle is more suitable for the department.

It is therefore recommended that the Village purchase a 2014 Ford Focus 4-Door Sedan through the State of Illinois Joint Purchase Contract for Local Governments from Wright Automotive of Hillsboro, IL Fleet Sales Program in the amount of \$16,696.00.

Cc: James T. Knudsen, Director of Engineering Services
Jon Batek, Finance Director
Phil Modaff, Director of Public Works
Robert Glees, Community Development Director

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 May 5, 2014.

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 5th DAY OF May, 2014.

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: Tia Messino, Management Analyst
DATE: April 22, 2014
RE: Surplus Property for Sale or Scrap

The Department has identified equipment and furniture (shown below) to be declared surplus:

John Deere Zero Turn Mower (Unit #586)

VIN # TC0757B022901

Acquired 04/07/2004 this equipment is approximately ten (10) years old with a scheduled replacement year of 2010. Due to increasing maintenance costs, this equipment has reached the end of its useful service life. This equipment no longer has value to the Village but may have value at auction or as scrap.

Lunchroom Furniture

The old lunchroom furniture, of unknown age, has been replaced and is no longer useful to the Village.

Staff recommends that the items be declared surplus by the Mayor and Board of Trustees and that the Public Works Director be authorized to sell or otherwise dispose of the items.



Village of Carol Stream

Interdepartmental Memo

TO: Trustees

FROM: Frank Saverino, Sr., Mayor *OK F. Saverino*

DATE: April 21, 2014

RE: Board of Fire and Police Commissioners Appointment

On February 4, 2013 Kirby Williams was appointed to fill an unexpired term on the Board of Fire and Police Commissioners expiring on April 30, 2014. Mr. Williams has expressed interest in continuing his service on the Board of Fire and Police Commissioners. I am therefore recommending the reappointment of Kirby Williams to a three-year term on the Board of Fire and Police Commissioners expiring on April 30, 2017. The Code of Ordinances provides for a three-year term. Your concurrence with the appointment is requested.

cc: Kirby Williams

Village of Carol Stream

FRANK SAVERINO, SR., MAYOR • BETH MELODY, CLERK • JOSEPH E. BREINIG, MANAGER
500 N. GARY AVENUE • CAROL STREAM, ILLINOIS 60188-1899
(630) 665-7050 • FAX (630) 665-1064
www.carolstream.org



BOARD OF FIRE AND POLICE COMMISSIONER OATH OF OFFICE

I, Kirby Williams do solemnly swear that I will support the
Constitution of the United States of America,
the Constitution and laws of the State of Illinois,
and the Ordinances of the Village of Carol Stream
and that I will faithfully discharge, to the best of my ability
the duties of Fire and Police Commissioner
in the Village of Carol Stream, Illinois.

Dated at Carol Stream, Illinois
this 5th day of May, 2014

Kirby Williams


Subscribed and sworn to before
me this 5th day of May, 2014

Frank Saverino Sr., Mayor

Village of Carol Stream

Interdepartmental Memo

TO: Trustees

FROM: Frank Saverino, Sr., Mayor 

DATE: April 21, 2014

RE: Police Pension Fund Board of Trustees Appointment

On May 7, 2012 Anthony Simonetta was appointed to a two-year term on the Police Pension Fund Board of Trustees expiring on April 30, 2014. Mr. Simonetta has expressed interest in continuing his service on the Police Pension Fund Board of Trustees. I am therefore recommending the reappointment of Anthony Simonetta to a two-year term on the Police Pension Fund Board of Trustees expiring on April 30, 2016. State statute and the Code of Ordinances limit this appointment to a two-year term. Your concurrence with the appointment is requested.

cc: Anthony Simonetta
John Numrich, President, Police Pension Fund Board of Trustees

Village of Carol Stream
INTER-DEPARTMENTAL MEMO

AGENDA ITEM
K-3 5-5-14

TO: Mayor and Trustees

FROM: Robert Mellor, Assistant Village Manager *Rm*

DATE: April 30, 2014

RE: Sale of Alcoholic Beverages at Thursday Night Concerts

Background

Last year, at the conclusion of the Summer Concert Series, it was suggested that staff investigate the feasibility of offering alcoholic beverages at Thursday night concerts. It was suggested that a revenue sharing agreement be investigated with restaurants adjacent to the Town Center to help cover the cost of additional staff and Police Department personnel needed to monitor alcohol sales and police the grounds. In prior years, when the Village hosted a 4-day Summer in the Center festival, beer and wine sales were sold by Rotary in a fenced beer garden setting with assistance of Village staff. The Village checked patron IDs, affixed wristbands, sold tickets for drinks and collected money for alcoholic beverage sales. Rotary secured the State of Illinois liquor license, purchased dram shop insurance and dispensed the drinks. Patrons were required to stay within the fenced beer garden. After Rotary expenses were reimbursed, the Village collected 40% and Rotary 60% of alcoholic beverage sales.

Operational Impacts/Costs

The cost of providing 4-5 sworn police officers dedicated to overseeing alcoholic beverage sales at each concert and to provide security and policing of the grounds is approximately \$1,300 - \$1,600/night or \$11,700 - \$14,400 for all 9 concerts. Additional staffing and/or Village Board participation will also be needed for checking IDs and wrist banding. This is in addition to our normal staff activities of setting up and taking down tables and chairs, signage placement, parking attendant duties, running the free and split the pot raffles, monitoring restroom cleanliness and supplies, emptying garbage cans and closing down the Visitor Center at the end of the night. Some concerts, such as the Concert for the Troops will attract more attendees and require additional help to collect and sort food and miscellaneous donations, etc.

If alcoholic beverage sales at Thursday night concerts are desirable it is recommended that we continue to partner with Rotary, which has experience selling alcoholic beverages at our events and would be BASSAT trained. Rotary would continue to return proceeds from their fundraising activities to the community minus their costs. A copy of an agreement between the Village and Rotary to provide these services is attached for your review. The agreement is similar to prior agreements with Rotary minus the revenue sharing language. Rotary would be responsible for purchasing the alcoholic beverages and selling them to the public. We would be responsible for providing the venue, ice, advertising, storage of product, ID checks, wrist banding and security/police staffing.

The following guidelines would be used for the sale and possession of alcohol at Thursday night concerts:

- No outside alcohol allowed at the Town Center
- Alcohol sales and consumption restricted to those wearing an authorized wristband
- Alcohol consumption and possession prohibited outside of designated/signed concert area
- Patron purchases of alcoholic beverages limited to 2 bottles per event

Actionable Item

If the Village Board wishes to pursue the sale of alcoholic beverages at Thursday night concerts with Rotary, the attached agreement would need to be approved to allow Rotary time to apply for a state liquor license. I am available should you have any questions.

Cc: Joseph E. Breinig, Village Manager
Kevin Orr, Chief of Police

**VILLAGE OF CAROL STREAM AND CAROL STREAM ROTARY CLUB
SUMMER CONCERT SERIES AGREEMENT**

This agreement is by and between the Village of Carol Stream (the Village) and the Carol Stream Rotary Club (Rotary).

A. The Village intends to host an event known as the "Summer Concert Series" from June 5, 2014 through August 14, 2014 at the Ross Ferraro Town Center. The Village desires to allow the sale of alcoholic beverages in the form of Beer Wine & Coolers for the Thursday Night Concerts as part of the Summer Concert Series.

B. Rotary, as a service organization within the Village, has provided volunteer services dispensing beer, wine and coolers for many years for Village events such as "Summer in the Center" and at the Village's Oktoberfest event in the past. Further, Rotary donates proceeds of beverage sales to charitable causes in the Village..

C. Rotary desires to provide volunteer services for the Village in connection with its 2014 Summer Concert Series and the Village desires that Rotary provide its volunteer services to purchase, sell and dispense beer, wine and alcohol coolers for the Village's 2014 concerts.

D. The parties wish to document in writing their respective duties and obligations in connection with alcoholic beverage sales for the 2014 concert series.

NOW, THEREFORE, in consideration of the terms and conditions of this Agreement, and other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

1. The foregoing recitals are incorporated by reference and made a part of this Agreement.
2. Patrons will not be allowed to leave the Town Center Concert area with beer or wine/coolers including areas outside of the concert music area, in the parking lot, in vehicles or on any street within the Village of Carol Stream.
3. Rotary shall apply for and obtain a local liquor license for alcoholic beverage sales. This is required for Rotary to obtain its license from the State for serving beer, wine coolers and whiskey coolers at the event. Rotary needs the local liquor license at least one month in advance of the event in order to obtain the State license.
4. Rotary shall contract for and obtain the products to be sold at the concert events. The products shall be beer, wine and coolers. All products shall be dispensed to patrons in clear plastic bottles with a limit of two (2) bottles/patron/event. Pricing to patrons will be \$5.00 for a 16 oz. beer or a 12 oz. - 14 oz. cooler.
5. Rotary shall obtain dram shop insurance in the amount of \$1,000,000 insuring both the Village and Rotary for alcoholic beverage sales. The Village, its officers, agents and employees shall be listed as an insured on a primary and non-contributory basis. Rotary shall provide the Village with a copy of the certificate of insurance and State of Illinois Liquor Control Commission Special Event License prior to the 2014 concert events.

6. The hours for the Beer Garden shall be determined by the Village, in its sole discretion. Hours for sale of alcoholic beverages shall be from 6:00 p.m. to 8:30 p.m. on the following concert nights:

- Thursday June 5, 2014
- Thursday June 12, 2014
- Thursday June 19, 2014
- Thursday July 10, 2014
- Thursday July 17, 2014
- Thursday July 24, 2014
- Thursday July 31, 2014
- Thursday August 7, 2014
- Thursday August 14, 2014

7. The Village shall provide security for the Town Center area where alcoholic beverages are sold and stored during the events. This shall specifically include a secure storage location for alcoholic beverages used at the Town Center. The Village shall provide tables and chairs for Rotary use while selling and dispensing alcoholic beverages. The Village shall provide ice and/or refrigerated storage for Rotary use to cool alcoholic beverage products.

8. Rotary shall be responsible for selling alcoholic beverages only as described above and for dispensing the products to patrons of legal drinking age. All Rotary volunteers selling or serving alcoholic beverages shall be Bassett trained. The Village shall be responsible for checking the ages of patrons seeking to be served products to determine that they are of legal age and affixing wristbands to those of legal age. All Village volunteers checking ages of patrons shall be Bassett trained. Rotary shall sell and serve products only to those patrons wearing wristbands.

9. The Village shall be responsible for clean-up of the Town Center concert area, including cleaning tables, restrooms and removing trash. Rotary shall be responsible for maintaining/cleaning their alcoholic beverage sales area and removal/storage of coolers, tables, chairs and beverages used for the sale of their product.

10. Rotary shall be responsible for providing staffing to dispense the products to the patrons during the hours specified above.

11. Rotary agrees to use proceeds from the sale of alcoholic beverages at the Summer Concert Series to support charitable endeavors within the Village of Carol Stream.

12. Either party may terminate this agreement upon 14 days written notice.

AGREED:

THE VILLAGE OF CAROL STREAM

CAROL STREAM ROTARY

By: _____
Signature

By: _____
Signature

By: _____
Name & Title (Printed)

By: _____
Name & Title (Printed)

Dated: _____

Dated: _____

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on May 5, 2014**

AGENDA ITEM
LI 5-5-14
Purchase

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Order</u>
A T & T					
SERV FRM 4/16- 5/15 2014	439.83	01652800-52230	TELEPHONE	630257651904	4/16/14
	<u>439.83</u>				
ACCESS ONE					
SERV FOR MARCH 2014	2,289.79	01650100-52230	TELEPHONE	1461606	04/02/14
	<u>2,289.79</u>				
AHEAD OF OUR TIME PUBLISHING					
SUBSCRIPT FRM JUNE 2014- MAY 2015	500.00	01590000-52234	DUES & SUBSCRIPTIONS	5162	
	<u>500.00</u>				
AUTO TRUCK GROUP					
UPFIT FOR UNIT #641	4,160.00	01662700-52212	AUTO MAINTENANCE & REPAIR	1225965	
UPFIT FOR UNIT #641	5,458.00	01662700-53350	SMALL EQUIPMENT EXPENSE	1225965	
	<u>9,618.00</u>				
B & F CONSTRUCTION CODE SERVICES, INC					
PLAN REVIEW 125 MERCEDES DR	149.80	01643700-52253	CONSULTANT	39100	
PLAN REVIEW 570 S GARY AVE	1,369.37	01643700-52253	CONSULTANT	39098	
PLAN REVIEW FOR 1251 N GARY AVE	1,070.00	01643700-52253	CONSULTANT	39103	
PLAN REVIEW FOR 499 PHILLIPS CT	909.34	01643700-52253	CONSULTANT	39097	
	<u>3,498.51</u>				
BEDROCK EARTHSCAPES LLC					
2013/14 POND WETLAND BURNS	9,078.33	01620100-52272	PROPERTY MAINTENANCE	26	
	<u>9,078.33</u>				
C S FIRE PROTECTION DISTRICT					
PERMITS APRIL 2014	1,160.00	01-24416	DEPOSIT-FIRE DISTRICT PERMIT	PERMITS APRL/14	
	<u>1,160.00</u>				
C S PARK DISTRICT					
DEVELOPER DONATION APRIL 2014	8,430.00	01-24403	DEPOSIT-PARK DIST DEV CONTRB	DEV DON APRL/14	
	<u>8,430.00</u>				

Village of Carol Stream
Schedule of Bills
For Village Board Approval on May 5, 2014

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
C S PUBLIC LIBRARY					
DEVELOPER DONATIONS APRIL 2014	666.34	01-24401	DEPOSIT-LIBRARY DEVEL CONTRB	DEV DON APRL/14	
	666.34				
CHRISTOPHER B BURKE ENGR LTD					
PROF SRV FEB 23 - MAR 29 2014 DPG CO DOT	5,424.20	01620100-52253	CONSULTANT	115791	
PROF SRV FEB 23 -MAR 29 2014 HOME DEPOT	2,023.50	01620100-52253	CONSULTANT	115789	
PROF SRV FEB 23- MAR 29 2014 BURNS/MCDONAI	1,833.50	01620100-52253	CONSULTANT	115792	
PROF SRV FEB 23-MAR 29 2014 O'REILLY'S	3,134.00	01620100-52253	CONSULTANT	115790	
PROF SRV'S FEB 23 THRU MAR 29 2014 HENKEL	173.00	01620100-52253	CONSULTANT	1115793	
	12,588.20				
CIOSEK TREE SERVICE INC					
TREE REMOVALS	2,130.00	01670700-52268	TREE MAINTENANCE	APRIL 2014	
TREE REMOVALS	39,713.00	01670700-52281	EAB REMOVAL/REPLACEMENT	APRIL 2014	
	41,843.00				
COMCAST CABLE					
SERV FOR 4/26 - 5/25 2014	4.23	01652800-52234	DUES & SUBSCRIPTIONS	0113254 4/19/14	
SERV FOR MAY/2014	80.01	01652800-52234	DUES & SUBSCRIPTIONS	0010112 4/20/14	
	84.24				
COMED					
SERV FRM 02/21 - 03/24 2014	106.06	01670300-53213	STREET LIGHT ELECTRICITY	5853045025APRIL/14	
SERV FRM 02/24 - 03/25 2014	30.98	01680000-53210	ELECTRICITY	8523637021MAR/14	
SERV FRM 02/24 - 03/25 2014	76.49	01670300-53213	STREET LIGHT ELECTRICITY	0030086009MAR/14	
SERV FRM 03/21 - 04/22 2014	1,154.41	04201600-53210	ELECTRICITY	0300009027APRIL/14	
SERV FRM 03/24 - 04/22 2014	147.00	01670600-53210	ELECTRICITY	6337409002APRIL/14	
SERV FRM 03/24 - 04/23 2014	17.50	01670600-53210	ELECTRICITY	0803155026APRIL/14	
SERV FRM 03/24 - 04/23 2014	17.50	01670600-53210	ELECTRICITY	18685134015APRIL/14	
SERV FRM 03/25 - 04/23 2014	17.50	01670600-53210	ELECTRICITY	4483019016APRIL/14	
SERV FRM 03/25 - 04/23 2014	20.89	01670300-53213	STREET LIGHT ELECTRICITY	1043062112APRIL/14	
SERV FRM 03/25 - 04/23 2014	35.97	01662300-52298	ATLE SERVICE FEE	402129060APRIL/14	
SERV FRM 03/25 - 04/23 2014	50.86	04101500-53210	ELECTRICITY	2073133107APRIL/14	
SERV FRM 03/25 - 04/23 2014	77.65	01670300-53213	STREET LIGHT ELECTRICITY	3153036011APRIL/14	

**Village of Carol Stream
Schedule of Bills
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
SERV FRM 03/25 - 04/23 2014	93.72	01670300-53213	STREET LIGHT ELECTRICITY	6675448009APRL/14	
SERV FRM 03/25 - 4/23 2014	71.13	01670300-53213	STREET LIGHT ELECTRICITY	0030086009APRL/14	
SERV FRM 03/25- 4/23 2014	58.57	01670300-53213	STREET LIGHT ELECTRICITY	1353117013APRL/14	
SERV FRM 03/28 - 04/28 2014	188.04	01670300-53213	STREET LIGHT ELECTRICITY	0815164035APRL/14	
SERV FRM 1/22 - 2/20 2014	65.66	04201600-53210	ELECTRICITY	2514004009FEB/14	
SERV FRM 2/20 - 3/24 2014	67.71	04201600-53210	ELECTRICITY	2514004009MAR/14	
SERV FRM 3/14 - 4/14 2014	23.66	01670300-53213	STREET LIGHT ELECTRICITY	1083101009APRL14	
SERV FRM 3/14 - 4/14 2014	29.87	01670600-53210	ELECTRICITY	6827721000APRL14	
SERV FRM 3/24 - 4/22 2014	228.89	01670300-53213	STREET LIGHT ELECTRICITY	6213120002APRL/14	
SERV FRM 3/24 - 4/22 2014	440.43	04101500-53210	ELECTRICITY	2496057000APRL/14	
SERV FRM 3/25 - 4/23 2014	29.37	01680000-53210	ELECTRICITY	8523637021APRL814	
SERV FRM 3/25 - 4/23 2014	53.83	01670300-53213	STREET LIGHT ELECTRICITY	6597112015APRL/14	
SERV FRM 3/26 - 4/24 2014	27.42	01670300-53213	STREET LIGHT ELECTRICITY	1603109101APRL/14	
	3,131.11				
COMMUNITY CONSOLIDATED SCHOOL #93					
DONATIONS APRIL 2014	2,190.00	01-24411	DEPOSIT SCHOOL D93 CASH	DONATIONS APR/14	
	2,190.00				
CONSTELLATION NEW ENERGY					
SERV FRM 03/13- 04/13 2014	331.55	04101500-53210	ELECTRICITY	0014565438-0001	
SERV FRM 03/24 - 04/21 2014	1,619.46	01670300-53213	STREET LIGHT ELECTRICITY	00146713860001	
SERV FRM 03/24 - 04/21 2014	2,145.53	04201600-53210	ELECTRICITY	00146736140001	
SERV FRM 03/25 - 04/22 2014	1,965.08	04201600-53210	ELECTRICITY	00146931770001	
	6,061.62				
COUNTY COURT REPORTERS INC					
PUBLIC HEARING CASE 13196 610 NORTH AVE	150.00	01530000-52241	COURT REPORTER FEES	112636	
	150.00				
DAVID G BAKER					
VLG BOARD MTG TELECAST 4-21-14	105.00	01590000-52253	CONSULTANT	042114	
	105.00				
DUMMIES UNLIMITED INC					
TRAINING EQUIPMENT FOR PATROL	2,870.91	01662700-52223	TRAINING	13240	
	2,870.91				

**Village of Carol Stream
Schedule of Bills
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
DUPAGE TOPSOIL INC					
DIRT	160.00	01670400-53317	OPERATING SUPPLIES	038103	
DIRT	600.00	01670400-53317	OPERATING SUPPLIES	038102	
	760.00				
DUPAGE WATER COMMISSION					
OPER/MTC MARCH 2014	396,884.82	04201600-52283	DUPAGE CTY WATER COMMISSIOI	10405	
	396,884.82				
EMERGENCY TELEPHONE SYSTM BOARD OF DUPG CO					
NET RMS COSTS PD	9,290.47	01660100-52255	SOFTWARE MAINTENANCE	14-104	
	9,290.47				
ERIK FISCHER					
MEALS FOR VACTOR TRAINING	132.48	01696200-52223	TRAINING	MEALS 5/19-5/22	
	132.48				
GLENBARD NORTH HIGH #87					
DONATIONS APRIL 2014	585.00	01-24408	DEPOSIT SCHOOL 87 CASH	DONATIONS APRIL/14	
	585.00				
H & H ELECTRIC COMPANY					
STR LIGHT KNK DOWN/RPR SUSSEX RD/ROSE AVE	1,191.68	01670300-52271	STREET LIGHT MAINTENANCE	22717	
STREET LIGHT KNK DOWN RPR BURNING TRL/BIRC	4,164.27	01670300-52271	STREET LIGHT MAINTENANCE	22716	
	5,355.95				
I P E L R A					
REGISTRATION-SUPRV SUCCESS TRNG D BASTIAN	95.00	01640100-52223	TRAINING	5/15 REGIS BASTIAN	
	95.00				
ILLINOIS MUNICIPAL LEAGUE					
MEMBERSHIP DUES FY 14/15	2,198.00	01520000-52234	DUES & SUBSCRIPTIONS	04/01/14-03/31/15	
AD FOR CIVIL ENG II	20.00	01600000-52228	PERSONNEL HIRING	0023965-IN	
	2,218.00				
ILLINOIS PAPER & COPIER CO					
PAPER	39.00	01590000-52231	COPY EXPENSE	IN102592	
	39.00				

**Village of Carol Stream
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
JAMESON LANDSCAPING SERVICES INC					
LANDSCAPING APRIL 2014	13,925.00	01670400-52272	PROPERTY MAINTENANCE	5123	
	<u>13,925.00</u>				
JOHN L FIOTI					
ATLE/TOW HEARINGS 4/9/14 PHONE COUNSEL 4/	225.00	01662300-52310	ATLE LEGAL ADJUDICATION	C S 63	
ATLE/TOW HEARINGS 4/9/14 PHONE COUNSEL 4/	270.00	01570000-52238	LEGAL FEES	C S 63	
	<u>495.00</u>				
KLEIN, THORPE & JENKINS, LTD					
LEGAL SERVICE FOR MARCH 2014	838.50	01510000-52238	LEGAL FEES	168924 4/21/14	
LEGAL SERVICE FOR MARCH 2014	838.50	04100100-52238	LEGAL FEES	168924 4/21/14	
LEGAL SERVICE FOR MARCH 2014	9,009.74	01570000-52238	LEGAL FEES	168924 4/21/14	
	<u>10,686.74</u>				
KONICA MINOLTA BUSINESS SOLUTIONS					
MONTHLY SRV 03/20 - 04/19 2014	130.83	01662400-52226	OFFICE EQUIPMENT MAINTENANCE	9000576510	
	<u>130.83</u>				
LOWE'S HOME CENTERS					
FINAL PAYMENT	8,750.94	01720000-58206	LOWES SALES TAX REIMB	TAX REBATE	
	<u>8,750.94</u>				
METROPOLITON INDUSTRIES INC					
TALL OAKS PUMP REPLACEMENT	9,461.00	04101500-52244	MAINTENANCE & REPAIR	0000284211	
	<u>9,461.00</u>				
NORTHERN ILLINOIS UNIVERSITY					
GRANT #G5B70136 GIS DESIGN/IMPLEMENTATION	21,221.00	01652800-52257	GIS SYSTEM	424	
GIS DESIGN/IMPLEMENTATION GRANT# G5B70136	9,925.00	01652800-52257	GIS SYSTEM	42114	
	<u>31,146.00</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on May 5, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
OMI					
OPER/MTC JUNE 2014	132,687.17	04101100-52262	WRC CONTRACT	59010	
OPER/MTC MAY 2014	132,687.17	04101100-52262	WRC CONTRACT	59009	
	<u>265,374.34</u>				
PAT MCDONALD					
RETIREMENT PORTRAIT KEVIN ORR	50.00	01660100-53317	OPERATING SUPPLIES	108	
	<u>50.00</u>				
PAULING BROS					
STRAW	42.00	01670400-53317	OPERATING SUPPLIES	3989	
	<u>42.00</u>				
PIONEER TIRE REPAIR					
TIRE REPAIR	52.28	01696200-53317	OPERATING SUPPLIES	4220	
	<u>52.28</u>				
RYDIN DECAL					
FY14 VEHICLE STICKERS	4,083.34	01612900-53315	PRINTED MATERIALS	293272	
	<u>4,083.34</u>				
S K C CONSTRUCTION INC					
2014 CRACKFILL	47,321.45	06320000-52211	CRACKFILLING	7866	
	<u>47,321.45</u>				
THOMAS F HOWARD JR					
LEGAL SRV FOR APRIL 2014	8,032.50	01570000-52312	PROSECUTION DUI	215	
	<u>8,032.50</u>				
TRAFFIC CONTROL & PROTECTION					
STREET SIGNS	9,162.40	01670300-53344	STREET SIGNS	79815	
	<u>9,162.40</u>				
VERIZON WIRELESS					
SRV DATE MAR 14 THRU APRIL 13 2014	20.25	01642100-52230	TELEPHONE	9723502986	
SRV DATE MAR 14 THRU APRIL 13 2014	20.25	01643700-52230	TELEPHONE	9723502986	
SRV DATE MAR 14 THRU APRIL 13 2014	20.25	01662500-52230	TELEPHONE	9723502986	
SRV DATE MAR 14 THRU APRIL 13 2014	38.05	01652800-52230	TELEPHONE	9723502986	

**Village of Carol Stream
Schedule of Bills
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
SRV DATE MAR 14 THRU APRIL 13 2014	60.06	01600000-52230	TELEPHONE	9723502986	
SRV DATE MAR 14 THRU APRIL 13 2014	60.06	01610100-52230	TELEPHONE	9723502986	
SRV DATE MAR 14 THRU APRIL 13 2014	60.06	01690100-52230	TELEPHONE	9723502986	
SRV DATE MAR 14 THRU APRIL 13 2014	68.68	01622200-52230	TELEPHONE	9723502986	
SRV DATE MAR 14 THRU APRIL 13 2014	80.31	01680000-52230	TELEPHONE	9723502986	
SRV DATE MAR 14 THRU APRIL 13 2014	100.56	04101500-52230	TELEPHONE	9723502986	
SRV DATE MAR 14 THRU APRIL 13 2014	103.02	01620100-52230	TELEPHONE	9723502986	
SRV DATE MAR 14 THRU APRIL 13 2014	116.52	01662300-52230	TELEPHONE	9723502986	
SRV DATE MAR 14 THRU APRIL 13 2014	136.08	04200100-52230	TELEPHONE	9723502986	
SRV DATE MAR 14 THRU APRIL 13 2014	141.06	04201600-52230	TELEPHONE	9723502986	
SRV DATE MAR 14 THRU APRIL 13 2014	181.33	01652800-52230	TELEPHONE	9723502986	
SRV DATE MAR 14 THRU APRIL 13 2014	181.56	01650100-52230	TELEPHONE	9723502986	
SRV DATE MAR 14 THRU APRIL 13 2014	354.27	01664700-52230	TELEPHONE	9723502986	
SRV DATE MAR 14 THRU APRIL 13 2014	394.34	01670100-52230	TELEPHONE	9723502986	
SRV DATE MAR 14 THRU APRIL 13 2014	474.43	01662400-52230	TELEPHONE	9723502986	
SRV DATE MAR 14 THRU APRIL 13 2014	586.62	01660100-52230	TELEPHONE	9723502986	
SRV DATE MAR 14 THRU APRIL 13 2014	1,034.76	01662700-52230	TELEPHONE	9723502986	
	4,232.52				
VILLAGE OF CAROL STREAM					
SERV FRM 03/07 - 04/04 2014	3.54	04101500-53220	WATER	809601/20871	
SERV FRM 03/08 - 04/06 2014	60.65	01670100-53220	WATER	809604/20875	
SERV FRM 03/09 - 04/06 2014	78.45	01670100-53220	WATER	809603/20874	
SERV FRM 03/09 - 04/06 2014	30.50	04101500-53220	WATER	809602/20872	
	173.14				
WHEATON BANK AND TRUST					
WB & T FEES - MARCH 2014	282.76	04203100-52256	BANKING SERVICES	INV 7509063 3/14	
WB & T FEES - MARCH 2014	282.77	04103100-52256	BANKING SERVICES	INV 7509063 3/14	
WB & T FEES - MARCH 2014	734.15	01610100-52256	BANKING SERVICES	INV 7509063 3/14	
	1,299.68				
WILDLAND MANAGEMENT INC					
PRESCRIBED BURNS MAPLE RIDGE POND	2,800.00	01620100-52272	PROPERTY MAINTENANCE	4/27/14	
	2,800.00				

**Village of Carol Stream
Schedule of Bills
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
WM HORN STRUCTURAL STEEL CO					
STRUCTURAL STEEL	21.85	04201600-53317	OPERATING SUPPLIES	95855D	
	<u>21.85</u>				
GRAND TOTAL	<u><u>\$937,306.61</u></u>				

AGENDA ITEM
L2 5-5-14

ADDENDUM WARRANTS
April 22, 2014 thru May 5, 2014

Fund	Check #	Vendor	Description	Amount
General	A C H	Wheaton Bank & Trust	Payroll April 14, 2014 thru April 27, 2014	442,703.70
Water & Sewer	A C H	Wheaton Bank & Trust	Payroll April 14, 2014 thru April 27, 2014	38,521.53
				481,225.23

Approved this _____ day of _____, 2014

By: _____
Frank Saverino Sr- Mayor

Beth Melody - Village Clerk

The preceding list of bills payable totaling \$937,306.61 was reviewed and approved for payment.

Approved by:

Joseph Breinig – Village Manager

Date: _____

Authorized by:

Frank Saverino Sr – Mayor

Beth Melody - Village Clerk

Date: _____