

Village of Carol Stream
BOARD MEETING
AGENDA
MAY 21, 2012

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

A. ROLL CALL AND PLEDGE OF ALLEGIANCE:

B. MINUTES:

1. Approval of the Minutes of the May 7, 2012 Village Board Meeting.
2. Approve, and not release, Minutes from the May 7, 2012 Executive Session of the Village Board Meeting.
3. Approval of the Minutes of the May 14, 2012 Special Joint Meeting with the Carol Stream Park District Commissioners.

C. AUDIENCE PARTICIPATION & PUBLIC HEARINGS:

1. Proclamation Designating the Week of May 20-26, 2012 National Public Works Week.

D. 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.

E. BOARD AND COMMISSION REPORTS:

F. OLD BUSINESS:

G. STAFF REPORTS & RECOMMENDATIONS:

1. Approving an Illinois Department of Commerce and Economic Opportunity (DCEO) Community Development Block Grant (CDBG) Disaster Recovery "Ike" Program Grant Agreement.
Engineering staff is recommending the Village approve CDBG Disaster Recovery "Ike" Program Grant Agreement with DCEO in the amount of \$304,851.00.
2. Reimbursement to the Carol Stream Park District for Partial Construction of the Southwest Water Main Extension Project in the amount of \$83,135.45.
Engineering staff is recommending the Village remit \$83,135.45 to the Carol Stream Park District for the construction of 518 feet of water main associated with the Village's Southwest Water Extension Project.

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3. Supplemental Agreement for Construction Engineering Services – Fair Oaks Road LAPP.
Engineering staff recommends the Supplemental Agreement for Construction Engineering Services with TranSystems Corporation for the Fair Oaks Road LAPP project be approved in the amount not to exceed \$8,353.53.

H. ORDINANCES:

I. RESOLUTIONS:

1. Resolution No. _____, Declaring Surplus Property Owned by the Village of Carol Stream.
The Police Department is requesting three vehicles awarded to the Village via seizure laws be declared surplus property to be sold via the Insurance Auto Auction.

J. NEW BUSINESS:

1. Raffle License Request-Village of Carol Stream-Concert for the Troops.
Request for approval and waiver of fee and manager's fidelity bond for the Village of Carol Stream in connection with its Concert for the Troops to be held on July 12, 2012 at the Ross Ferraro Town Center.
2. DuPage County Natural Hazard Mitigation Plan Update.
The memo requests Village Board approval for staff participation on the DuPage County Hazardous Mitigation Workgroup whose task it is to complete a timely update of the FEMA required DuPage County Hazardous Mitigation Plan.

K. PAYMENT OF BILLS:

1. Regular Bills: May 8, 2012 through May 21, 2012
2. Addendum Warrants: May 8, 2012 through May 21, 2012.

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L. REPORT OF OFFICERS:

1. Mayor:
2. Trustees:
3. Clerk:
4. Treasurer's Report: Revenue/Expenditure Statement and Balance Sheet, Month End, April 30, 2012.

M. EXECUTIVE SESSION:

1. Collective Negotiating Matters.
2. Continued Employment of a Specific Employee.

N. ADJOURNMENT:

LAST ORDINANCE: 2012-05-20

LAST RESOLUTION: 2589

NEXT ORDINANCE: 2012-05-21

NEXT RESOLUTION: 2590

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

May 7, 2012

Mayor Frank Saverino, Sr. called the Regular Meeting of the Board of Trustees to order at 8:00 p.m. and directed Village Clerk Beth Melody to call the roll.

Present: Mayor Frank Saverino, Sr. and Trustees Mary Frusolone, Don Weiss, Greg Schwarze, Matt McCarthy & Pam Fenner

Absent: Trustee Tony Manzzullo

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

Mayor Frank Saverino, Sr. led those in attendance in the pledge of allegiance.

MINUTES:

Trustee Weiss moved and Trustee McCarthy made the second to approve the Minutes of the April 16, 2012 Village Board Meeting. The results of the roll call vote were as follows:

Ayes: 5 Trustees Frusolone, Weiss, Schwarze, McCarthy & Fenner
Nays: 0
Absent: 1 Trustee Manzzullo

Trustee Frusolone moved and Trustee Fenner made the second to approve and not release the Minutes of the April 16, 2012 Executive Session of the Village Board Meeting. The results of the roll call vote were as follows:

Ayes: 5 Trustees Frusolone, Weiss, Schwarze, McCarthy & Fenner
Nays: 0
Absent: 1 Trustee Manzzullo

AUDIENCE PARTICIPATION AND PUBLIC HEARINGS:

Resolution No. 2586, Commending Melanie Dawn Moser upon Her Retirement from the Village of Carol Stream:

A resolution was read by Mayor Saverino commending Dawn Moser upon her retirement from the Village of Carol Stream. Trustee McCarthy moved and Trustee Fenner made the second to approve Resolution No. 2586, commending Melanie "Dawn" Moser upon her retirement from the Village of Carol Stream. The result of the roll call vote was as follows:

Ayes: 5 Trustees Frusolone, Weiss, Schwarze, McCarthy & Fenner
Nays: 0

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B-1
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Absent: 1 Trustee Manzullo

Resolution No. 2587, Recognizing the Windy City Warriors State Wheelchair Basketball Champions:

A resolution was read by Mayor Saverino recognizing the Windy City Warriors State Wheelchair Basketball Champions. Trustee Weiss moved and Trustee Frusolone made the second to approve Resolution No. 2587, recognizing the Windy City Warriors State Wheelchair Basketball Champions. The result of the roll call vote was as follows:

Ayes: 5 Trustees Frusolone, Weiss, Schwarze, McCarthy & Fenner

Nays: 0

Absent: 1 Trustee Manzullo

CONSENT AGENDA:

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

Ayes: 5 Trustees Frusolone, Weiss, Schwarze, McCarthy & Fenner

Nays: 0

Absent: 1 Trustee Manzullo

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

Ayes: 5 Trustees Frusolone, Weiss, Schwarze, McCarthy & Fenner

Nays: 0

Absent: 1 Trustee Manzullo

1. Berlin Industries, LLC – 175 Mercedes Drive – Zoning & Subdivision Code Variations.
2. Royal Die & Stamping Company, Inc. – 125 Mercedes Drive - Zoning Code Variation.
3. Corpus Christi Catholic Church - 1415 Lies Road - Special Use Amendments & Zoning Code Variation.
4. Insurance Incentive Recommendation.
5. Request to Restructure Vacant Position – Employee Relations Secretary.
6. Purchase Orders for Professional Services – B & F Technical Code Services.
7. Purchase of 6-Wheel Dump Truck.
8. Ordinance No. **2012-05-15**, Approving a Variation to Reduce the Required Number of Off-Street Parking Spaces in the I Industrial District (Berlin Industries LLC, 175 Mercedes Drive).
9. Ordinance No. **2012-05-16**, Approving a Variation for Land banked Parking in the I Industrial District (Royal Die & Stamping Company, Inc. 125 Mercedes Drive).

10. Ordinance No. **2012-05-17**, Approving an Amendment to a Special Use Permit for Additions to a Church and a Variation to Exceed the Maximum Allowable Building Height in the R-1 One-Family Residence District (Corpus Christi Catholic Church, 1415 E. Lies Road).
11. Ordinance No. **2012-05-18**, Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Increasing the Number of Class F Liquor Licenses from 6 to 7 (La Huerta Norte, Inc., 172 N. Gary Avenue).
12. Ordinance No. **2012-05-19**, Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Increasing the Number of Class O Liquor Licenses from 0 (zero) to 1 (one) Mario's The Tradition Continues, 465 Thornhill.
13. Ordinance No. **2012-05-20**, Authorizing the Execution of An Amendment to a Loan Agreement, A Mortgage and Security Agreement and An Assignment of Rents and Leases (Metals Technology Corporation).
14. Resolution No. **2588**, Authorizing a Final Plat of Subdivision (Berlin Industries Re-subdivision No. 1 - 125-175 Mercedes Drive.
15. Resolution No. **2589**, Declaring Surplus Property Owned by the Village of Carol Stream and Ratifying Prior Disposal.
16. Police Pension Fund Appointment.
17. Amplification Permit - Carol Stream Park District.
18. Amplification Permit - Bud Swanson's 5K Run/Walk.
19. Request from the Carol Stream Park District for Temporary Variations from the Sign Code.
20. Payment of Regular & Addendum Warrant of Bills.

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

Ayes:	5	Trustees Frusolone, Weiss, Schwarze, McCarthy & Fenner
Nays:	0	
Absent:	1	Trustee Manzzullo

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

Berlin Industries, LLC - 175 Mercedes Drive -Subdivision & Zoning Code Variations:

The Village Board concurred with the Plan Commission recommendation to approve a request for zoning approvals to subdivide and sell the former Berlin Industries property.

Royal Die & Stamping Company, Inc. - 125 Mercedes Drive - Zoning Code Variation:

The Village Board concurred with the Plan Commission recommendation to approve a request for zoning approvals for acquisition and occupancy of the western portion of the former Berlin Industries property.

Corpus Christi Catholic Church - 1415 Lies Road - Special Use Amendments & Zoning Code Variation:

The Village Board concurred with the Plan Commission recommendation to approve a request for zoning approvals for a church expansion project.

Insurance Incentive Recommendation:

The Village Board approved the staff recommendation to provide incentive to employees electing to waive PPO insurance coverage.

Request to Restructure Vacant Position – Employee Relations Secretary:

The Village Board approved the staff recommendation to reorganize Employee Relations Secretary position resulting in a reduction in budgeted expenditure.

Purchase Orders for Professional Services – B & F Technical Code Services:

The Village Board approved the staff recommendation to approve purchase orders for consultant services for permit reviews, inspections and general code consulting as budgeted in FY12/13.

Purchase of 6-Wheel Dump Truck:

The Village Board approved the Public Works recommendation for the purchase of a 2012 Internationale 7400 SFA 6x4 truck through the CMS statewide purchasing program from Prairie Archway International for a total amount of \$182,560.00.

Ordinance No. 2012-05-15, Approving a Variation to Reduce the Required Number of Off-Street Parking Spaces in the I Industrial District (Berlin Industries LLC, 175 Mercedes Drive):

The Village Board approved Ordinance No. 2012-05-15, approving a variation to reduce the required number of off-street parking spaces in the I Industrial District (Berlin Industries LLC, 175 Mercedes Drive). See item E1b above.

Ordinance No. 2012-05-16, Approving a Variation for Land banked Parking in the I Industrial District (Royal Die & Stamping Company, Inc. 125 Mercedes Drive):

The Village Board approved Ordinance No. 2012-05-16 granting a variation for land banked parking in the I Industrial District (Royal Die & Stamping Company, Inc. 125 Mercedes Drive). See item E1c above.

Ordinance No. 2012-05-17, Approving an Amendment to a Special Use Permit for Additions to a Church and a Variation to Exceed the Maximum Allowable Building Height in the R-1 One-Family Residence District (Corpus Christi Catholic Church, 1415 E. Lies Road):

The Village Board approved Ordinance No. 2012-05-17, approving an amendment to a Special Use Permit for additions to a church and a variation to exceed the maximum allowable building height in the R-1 One-Family Residence District (Corpus Christi Catholic Church, 1415 E. Lies Road). See item E1d above.

Ordinance No. 2012-05-18, Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Increasing the Number of Class F Liquor Licenses from 6 to 7 (La Huerta Norte, Inc., 172 N. Gary Avenue):

The Village Board approved Ordinance No. 2012-05-18, amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by increasing the number of Class F Liquor Licenses from 6 to 7 (La Huerta Norte, Inc., 172 N. Gary Avenue).

Ordinance No. 2012-05-19, Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Increasing the Number of Class O Liquor Licenses from 0 (zero) to 1 (one) Mario's The Tradition Continues, 465 Thornhill:

The Village Board approved Ordinance No. 2012-05-19, amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by increasing the number of Class O Liquor Licenses from 0 (zero) to 1 (one) Mario's The Tradition Continues, 465 Thornhill.

Ordinance No. 2012-05-20, Authorizing the Execution of an Amendment to a Loan Agreement, A Mortgage and Security Agreement and An Assignment of Rents and Leases (Metals Technology Corporation):

Metals Technology Corporation has requested to amend the documents from a 1996 Industrial Revenue Bond to provide for cross collateralization and cross default with other credit facilities between the Borrower and the Bank. The Village Board approved Ordinance No. 2012-05-20, authorizing the execution of an amendment to a loan agreement, a mortgage and security Agreement and an assignment of rents and leases (Metals Technology Corporation).

Resolution No. 2588, Authorizing a Final Plat of Subdivision (Berlin Industries Re-subdivision No. 1 – 125-175 Mercedes Drive):

The Village Board approved Resolution No. 2588, authorizing a final plat of subdivision (Berlin Industries Re-subdivision for No. 1 – 125-175 Mercedes Drive. See item E1d above.

Resolution No. 2589, Declaring Surplus Property Owned by the Village of Carol Stream and Ratifying Prior Disposal:

The Public Works Department requested that two vehicles previously taken out of service and sold via auction be declared surplus. The Village Board approved Resolution No. 2589, declaring surplus property owned by the Village of Carol Stream and ratifying prior disposal.

Police Pension Fund Appointment:

The Village Board confirmed Mayor Saverino's appointment of Anthony Simonetta to the Police Pension Fund Board for a two-year term ending April 30, 2014.

Amplification Permit - Carol Stream Park District:

The Village Board approved the Carol Stream Park District request for a waiver of fee and ability to amplify before 10 am for the Just Play event to be held at the Ross Ferraro Town Center on May 19 and May 20, 2012.

Amplification Permit – Bud Swanson's 5K Run/Walk:

The Village Board approved the request for waiver of fee and ability to amplify before 10 am for the Celebrate Life Bud Swanson 5K Run/Walk event to be held at the Ross Ferraro Town Center on Saturday, June 23, 2012.

Request from the Carol Stream Park District for Temporary Variations from the Sign Code:

The Village Board approved the Carol Stream Park District request for special event signage for their "Just Play" event to be held the weekend of May 19-20.

Regular Bills and Addendum Warrant of Bills:

The Village Board approved the payment of the Regular Bills dated May 7, 2012 in the amount of \$988,293.11. The Village Board approved the payment of the Addendum Warrant of Bills from April 17 – May 7, 2012 in the amount of \$1,319,499.54.

Report of Officers:

Trustee Frusolone stated the Carol Stream Library is hosting a program on disaster preparedness at 7:00 p.m. on 5/17. She reminded residents that they can volunteer for the annual pond and stream sweep cleanup that will take place on 5/19 by contacting Village Engineer Jim Knudsen. The Park District will be hosting their annual Just Play event on 5/19 – 5/20 at the Town Center. She stated that the Women's Club will be

hosting a community service booth at the event to make 500 greeting cards to send to troops overseas.

Trustee Schwarze reminded everyone to shop Carol Stream.

Trustee McCarthy stated he attended the grand opening of Cabinet and Granite Direct, a new business located in the old Value City site, with Mayor Saverino, giving residents another option to shop in Carol Stream. The Teen Music Fest will take place on August 11 at the Town Center. He reminded drivers to slow down and lookout for children when driving through the Village.

Mayor Saverino said the annual State of the Village will be made by him at the Chamber of Commerce luncheon at the Carol Stream Holiday Inn on 5/9. He stated he was saddened that West Chicago Mayor Kwasman and Senator John Millner's wife both passed away since the last Board meeting.

Village Attorney Rhodes stated there will be an executive session under Section 2.C.2 of the Open Meetings Act to discuss collective negotiating matters. There will be no action taken after the meeting and the Board will adjourn from there.

At 8:30 p.m. Trustee McCarthy moved and Trustee Fenner made the second to adjourn the meeting and to go into executive session where the meeting will then adjourn. The results of the roll call vote were as follows:

Ayes:	5	Trustees Frusolone, Weiss, Schwarze, McCarthy & Fenner
Nays:	0	
Absent:	1	Trustee Manzullo

FOR THE BOARD OF TRUSTEES

Frank Saverino, Sr., Mayor

Beth Melody, Village Clerk

AGENDA ITEM

B-3 5-21-12

5-14-2012 VB

SPECIAL JOINT MEETING MAYOR AND BOARD OF TRUSTEES AND PARK DISTRICT BOARD OF COMMISSIONERS

College of DuPage Carol Stream Regional Center, Carol Stream, DuPage County, IL

May 14, 2012

Mayor Saverino and Park District Board President Gramann called the Special Joint Meeting of the Board of Trustees and Board of Commissioners to order at 6:01 p.m. The following were:

Present: Mayor Frank Saverino, Sr. and Trustees Mary Frusolone, Tony Manzullo, Matt McCarthy, & Don Weiss

President Brenda Gramann, Vice President Brian Sokolowski and Commissioners Dan Bird, John Jaszka, Jacqueline Jeffery, Tim Powers & Wynn Ullman

Absent: Trustees Pam Fenner & Greg Schwarze

Also Present: Village Manager Joe Breinig, Community Development Director Bob Glees, Assistant Community Development Director Don Bastian & Village Clerk Beth Melody

Executive Director Arnie Biondo, Recreation Director Dave Haring, Finance & Administration Director Sue Rini, Parks & Facilities Director Bill Rosenberg & Marketing Services Director Julie Vogl

Mayor Frank Saverino, Sr. and Board President Brenda Gramann led those in attendance in the pledge of allegiance.

RECREATION CENTER UPDATE

Board President Gramann noted that the walls erected at the recreation center site were only for the gymnasium and that the building will be bigger than what is currently visible on the site. She added that a significant amount of underground work remained. Parks & Facilities Director Rosenberg provided an overview of construction progress. Board President Gramann advised that a naming process would be undertaken and conclude in August of 2012. She concluded noting that a June/July 2013 soft opening and fall 2013 full opening were anticipated.

TOWN CENTER/RECREATION CENTER SIGNAGE

Village Manager Breinig summarized the staff report distributed to the respective Boards in their agenda packets. He mentioned the staff recommendation to rework the existing signs at Town Center to include both facilities and incorporate changeable copy signs on each side of both signs. Unanimous consensus was given from both Boards to proceed. Village Manager Breinig and Executive Director Biondo suggested obtaining a proposal from the recreation center architects, Williams Architects, because of their familiarity with the site and the underlying philosophies of the Village and Park District. The Boards felt the signs should emphasize Carol Stream while retaining the reference to former Mayor Ross Ferraro. It

5-14-2012 VB

was suggested that the signs reflect the unity of the site and the investment the community has made on the property.

OTHER BUSINESS

Staff was asked to provide an update on the sign prohibiting left turns from northbound Gary Avenue at Fountain View. Village Manager Breinig advised that Village and Park District engineering staff had conferred on the matter and agreed to cover the signs during special events such as Just Play and Thursday night concerts. The signs were justified based upon traffic projections when the recreation center is opened and Gary Avenue is in its current condition without a dedicated left turn lane. Village Manager Breinig reminded the Boards that the recreation center is not open adding that accident history at Gary and Fountain View does not currently warrant the sign. He advised that the Village had received preliminary plans for improvements to Gary Avenue to be undertaken by DuPage County that included a dedicated left turn lane. Trustee Frusolone noted that police officers would be present at the Gary/Fountain View and Lies/Fountain View intersections the entire weekend for Just Play.

Mayor Saverino mentioned that he would be travelling to Springfield later in the week and indicated he would speak with legislators about legislation the Park District has had introduced this legislative session.

ADJOURNMENT

There being no further business to come before the Board of Trustees and Board of Commissioners the meeting was adjourned at 6:43 p.m.

FOR THE BOARD OF TRUSTEES

Frank Saverino, Sr., Mayor

Beth Melody, Village Clerk

AGENDA ITEM

C-1 5-21-12

**PROCLAMATION
DESIGNATING THE WEEK OF MAY 20-26, 2012
NATIONAL PUBLIC WORKS WEEK**

WHEREAS, public works services provided in our community are an integral part of our citizens' everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewers, streets, forestry and traffic safety; and

WHEREAS, the health, safety and comfort of this community greatly depends upon the reliable delivery of these and other public works services; and

WHEREAS, the quality and effectiveness of public infrastructure, facilities and utilities is vitally dependent upon the efforts and skill of public works professionals; and

WHEREAS, employees of the Carol Stream Public Works Department have worked diligently throughout the past year to deliver outstanding quality of services in a safe and fiscally responsible manner to the residents and businesses of the community.

NOW, THEREFORE, BE IT PROCLAIMED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, that the week of May 20-26, 2012 be known as

NATIONAL PUBLIC WORKS WEEK

in the Village of Carol Stream, and all citizens are called upon to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works professionals make every day to protect and maintain our health, safety, comfort and quality of life.

Proclaimed this 21st day of May, 2012

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk


AGENDA ITEM

G-1 5-21-12

Village of Carol Stream

Interdepartmental Memo

TO: Joseph Breinig, Village Manager

FROM: James Knudsen, Director of Engineering Services 

DATE: May 15, 2012

RE: Klein Creek Flood Plain Structure Phase II Buyout Project – Illinois Department of Commerce and Economic Development (DCEO) Community Development Block Grant (CDBG) Disaster Recovery “Ike” Program Grant Agreement

On April 21, 2011 the Village applied for the above referenced grant in the amount of \$91,463. We received notice from DCEO on September 12, 2011 that our application had been approved for \$252,880. After further review DCEO corrected the approval to \$91,463 on December 1, 2011. Previously the Village had received another grant from the Illinois Emergency Management Agency (IEMA) Hazard Mitigation Grant Program (MHGP) in the amount of \$214,388 thereby funding 100% of the total \$305,851 cost. We then received notification on April 2, 2012 from DCEO that the original grant amount of \$252,880 had been increased to \$304,851. DCEO made an agreement with IEMA that they would totally fund the project. The \$214,388 HMGP grant cannot be utilized by the Village as it will be used by IEMA for other hazard mitigation efforts. There was a slight reduction in the overall grant based on new cost estimates.

On May 4, 2012 the Village received a Grant Agreement from DCEO. See attached. This agreement, once approved and executed, will allow DCEO and the Village to move forward with the purchase and demolition of the fourth home in the Klein Creek Flood Plain Structure Buyout Project. This is a standardized federal agreement not subject to change. However, the Village’s exposure is small since we only administer the demolition phase of the project. The application, appraisal, duplication of benefits, request for funds, offer, contested appraisal, title work, uniform relocation, closing and monitoring processes will all be conducted by DCEO. Therefore, staff recommends the Village approve the Grant Agreement with DCEO in the amount of \$304,851 for the fourth buyout in the Klein Creek Flood Plain Structure Phase II Buyout Project with the following Village officials designated as “Authorized Designees” for the Grantee:

James Knudsen
Director of Engineering Services
(630) 871-6220
jknudsen@carolstream.org

William Cleveland
Assistant Village Engineer
(630) 871-6220
bcleveland@carolstream.org

cc: William N. Cleveland, Assistant Village Engineer



ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY

Ike Buy Out Program

Grant No. 08-358009

for the

Village of Carol Stream

Illinois Department of Commerce and Economic Opportunity

500 E. Monroe St.
Springfield, IL 62701

**STATE OF ILLINOIS
DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY**

Notice of Grant Award No. 08-358009

This Grant Agreement (hereinafter referred to as the "Agreement") is entered into between the Illinois Department of Commerce and Economic Opportunity (hereinafter referred to as the "Department" or "DCEO") and **Village of Carol Stream** (hereinafter referred to as the "Grantee"). Subject to terms and conditions of this Agreement, the Department agrees to provide a Grant in an amount not to exceed \$304,851.00 to the Grantee.

Subject to the execution of this Agreement by both parties, the Grantee is hereby authorized to incur costs against this Agreement from the beginning date of **04/01/2012** through the ending date of **03/31/2014**, unless otherwise established within Part II Scope of Work. The Grantee hereby agrees to use the Grant Funds provided under the Agreement for the purposes set forth herein and agrees to comply with all terms of this Agreement.

This Agreement includes the following sections, all of which are incorporated into and made part of this Agreement:

Parts:

- I. Budget**
- II. Scope of Work**
- III Grant Fund Control Requirements**
- IV. Terms and Conditions**
- V. General Provisions**
- VI. Certifications**

This grant is federally funded.

Under penalties of perjury, the undersigned certifies that the name, taxpayer information number and legal status listed below are correct.

Name: Village of Carol Stream

Taxpayer Identification Number:
SSN/FEIN: 362510906

Legal Status:

- | | |
|---|---|
| <input type="checkbox"/> Individual (01) | <input type="checkbox"/> Estate or Trust (10) |
| <input type="checkbox"/> Sole Proprietor (02) | <input type="checkbox"/> Pharmacy-Noncoporate (11) |
| <input type="checkbox"/> Partnership/Legal Corporation (03) | <input type="checkbox"/> Nonresident Alien (13) |
| <input type="checkbox"/> Corporation (04) | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corp (15) |
| <input type="checkbox"/> Not For Profit Corporation (04) | <input type="checkbox"/> Tax Exempt (16) |
| <input type="checkbox"/> Medical Corporation (06) | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input checked="" type="checkbox"/> Governmental (08) | <input type="checkbox"/> C - Corporation |
| | <input type="checkbox"/> P - Partnership |

GRANTEE:
Village of Carol Stream

Grantee's execution of this Agreement shall serve as its certification under oath that Grantee has read, understands and agrees to all provisions of this Agreement and that the information contained in the Agreement is true and correct to the best of his/her knowledge, information and belief and that the Grantee shall be bound by the same. Grantee acknowledges that the individual executing this Agreement is authorized to act on the Grantee's behalf. Grantee further acknowledges that the award of Grant Funds under this Agreement is conditioned upon the above certification.

By: _____ Date _____
 (Authorized Signator)

Frank Saverino, Sr., Mayor
 Name and Title

STATE OF ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY

By: _____ Date _____
 Warren Ribley, Director

Grantee Address: _____ Please indicate any address changes below
 500 N. Gary Avenue
 Carol Stream, IL 60188-1811

In processing this grant and related documentation, the Department will only accept materials signed by the Authorized Signatory or Designee of this Agreement, as designated or prescribed herein. If the Authorized Signatory chooses to assign a designee to sign or submit materials required by this Agreement to the Department, the Authorized Signatory must either send written notice to the Department indicating the name of the designee or provide notice as set forth immediately following this paragraph. Without such notice, the Department will reject any materials signed or submitted on the Grantee's behalf by anyone other than the Authorized Signatory. The Authorized Signatory must approve each Authorized Designee separately by signing as indicated below. If an Authorized Designee(s) appears below, please verify the information and indicate any changes as necessary.

The following are designated as Authorized Designee(s) for the Grantee:

Authorized Designee:	<u>James Knudsen</u>	William Cleveland
Authorized Designee Title:	<u>Director of Engineering</u>	Assistant Village Engineer
Authorized Designee Phone:	<u>(630) 871-6220</u>	(630) 871-6220
Authorized Designee Email:	<u>jknudsen@carolstream.org</u>	bcleveland@carolstream.org
	Authorized Signatory Approval:	_____

PART I

BUDGET

Cost Category Description	Cost Cat	DCEO Budget Amount	Variance %	Variance Limit
ACQSTN OF RESID PROP LMI	0100	286,851.00	0.00	0.00
CLEARANCE & DEMO LMI	0200	18,000.00	0.00	0.00
Total		\$304,851.00		

BUDGET LINE ITEM DEFINITIONS

The definitions listed below will help to identify allowable costs for each of the budgeted lines in this Agreement. Any costs not specifically named below should be verified to be allowable by the DCEO grant manager prior to incurring the cost.

ACQSTN OF RESID PROP LMI Funds allocated for residential property buyout activities that benefit Low and Moderate Income persons (LMI National Objective). Eligible costs in this category are limited to real property acquisition costs and homeowner incentive payments.

CLEARANCE & DEMO LMI Demolition and clearance of structures and mitigation of any identified environmental hazards on real property acquired that met the Low to Moderate Income Benefit National Objective

Pass-Through Entity or Subgrantor Responsibilities. If Grantee provides any portion of this funding to another entity through a grant agreement or contract, Grantee is considered to be a pass-through entity or subgrantor. Per Section 5.10(M) of the Agreement, Grantee must obtain written approval before it provides any portion of this funding to another entity through a grant agreement or contract. If the Department provides written approval, the Grantee must adhere to the following for any awards or contracts entered into using the Grant Funds listed above:

- (1) Inform any subrecipient(s) of the proper Federal award identifying information (shown below) as required by Federal regulations contained in OMB Circular A-133.

This Federally funded award is identified by the following:

CFDA #	14.228
CFDA Title	Community Development Block Grants/State's program and Non-Entitlement Grants in Hawaii
Award #	B-08-DI-17-0001
Federal Awarding Agency	Department Of Housing And Urban Development

- (2) Advise any subrecipient(s) of requirements imposed on them by Federal laws, regulations, and the provisions of contracts or grant agreements which provided this funding. Advise subrecipient(s) of any supplemental requirements imposed by the pass-through entity or subgrantor (your organization).

PART II

SCOPE OF WORK

In consideration for the Grant Funds to be provided by the Department, the Grantee agrees to perform the Project described in Part II (Scope of Work) hereof, in accordance with the provisions of Part I (Budget) hereof.

The Department, as administrator of the CDBG Illinois "IKE" Disaster Recovery Program (hereinafter referred to as "IDRP"), shall make available to the Grantee IDRP funds up to the gross amount of **\$304,851.00** for the purpose of implementing measures to reduce disaster risk for a single flood-prone property (hereinafter referred to as the "Property") as specified in the Grantee's "Ike" Property Buyout Program (PBP) application (hereinafter referred to as the "Application"), which is incorporated by reference herein. IDRP funds will be used to acquire the Property in an effort to protect residents and their personal property from harm or damage due to flooding. Any remaining structures on the acquired Property will be demolished and cleared in order to convert the Property to permanent "green space" and eliminate future flood damage claims on the Property. A perpetual restrictive covenant agreement in a form prescribed by the Department (hereinafter referred to as the "Covenant") will be attached to the Property deed to ensure that the Property will permanently be used only for purposes compatible with open space, recreational, or wetlands management practices.

I. SPECIAL GRANT CONDITIONS

- a. Prior to performing any activities that would have an adverse environmental impact or limit the choice of reasonable alternatives concerning the targeted Property, the Grantee must obtain written environmental clearance for the Property from the Department. These "choice-limiting" activities include, but are not limited to: property acquisition, demolition, clearance, and risk-reduction activities. The Grantee may execute a conditional purchase agreement for the Property prior to environmental clearance; however, the agreement must be contingent upon the Grantee obtaining written environmental clearance from the Department for the Property. Program administration and other environmentally exempt activities such as title verification, property inspections, and appraisals may be performed as of the Agreement beginning date specified on Page 2 herein.
- b. Any Program Income (if applicable) received by the Grantee as a result of financial assistance provided under the terms of this Agreement shall be returned to the Department within 30 days of receipt by the Grantee.
- c. The Department waives the conditions of Part IV Section 4.5 of this agreement which require Grant Funds paid in advance of realized costs to be kept in an interest bearing account. The Grantee must establish and maintain a separate non-interest bearing checking account for the short-term deposit of IDRP grant drawdown resources. IDRP funds shall not be commingled with local or other Federal/State funds.
- d. The following policies and procedures must be adopted by the Grantee governing body prior to the distribution of funds. The terms of these policies and procedures must be approved by the Department.
 1. Affirmative Fair Housing Policy
 2. Procurement Policy including Code of Conduct
 3. Equal Employment Opportunity Policy
 4. Sexual Harassment Policy
 5. Residential Anti-displacement and Relocation Assistance Policy
 6. Procedures for meeting the requirements set forth in Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u)
 7. Procedures for meeting the requirements set forth in Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794).

II. PROJECT DETAILS

- a. **PROJECT DESCRIPTION** – The Grantee will utilize IDRP funds in conjunction with Grantee funds to acquire the Property and will attach the Covenant to the Property deed at closing. Pursuant to acquiring the Property, the Grantee will take appropriate action to demolish and clear any remaining structures on the Property, which will be subject to the terms of the Covenant in perpetuity.
- b. **PROJECT TASKS** – The Grantee, in collaboration with the Department, will perform the following tasks under the terms of this Agreement:
 1. Acquire the Property
 2. Provide buyout incentive payments and relocation assistance to eligible persons as applicable
 3. Demolish and clear any remaining structures on the Property
 4. Implement measures to address any environmental risks identified in the site specific environmental review for the Property
- c. **NATIONAL OBJECTIVE** – Each activity performed under the terms of this Agreement must meet a CDBG National Objective in accordance with 24 CFR 570.483. As such, the following National Objectives apply to this project depending upon the income level of the project beneficiaries for the specified activity:
 1. Low-and-Moderate Income (LMI) benefit – [24 CFR 570.483(b)(2)(B)]: Activities benefiting LMI persons as determined by information obtained from the beneficiary pertaining to family size and income.
 2. Urgent Need – [24 CFR 570.483(d)]: Activities designed to alleviate existing conditions which pose a serious and immediate threat to the health or welfare of the community.

III. DEPARTMENT PROJECT-RELATED RESPONSIBILITIES

- a. **ENVIRONMENTAL ASSESSMENT** – The Department and/or its agents will be responsible for performing a NEPA-compliant environmental assessment for the Property and will coordinate with the Grantee to obtain appropriate signatures required for the release of funds.
- b. **PROPERTY APPRAISAL** – The Department and/or its agents will be responsible for obtaining a property appraisal from a certified appraiser for the Property in order to determine the 2008 pre-disaster fair market value (FMV) of the Property.
- c. **PROPERTY OWNER COORDINATION** – The Department and/or its agents will be responsible for coordinating with the property owner(s) to obtain all pertinent information needed to determine eligibility for funding.
- d. **DUPLICATION OF BENEFITS VERIFICATION** – The Department and/or its agents will be responsible for verifying all information related to the calculation of the purchase price for the Property.
- e. **TITLE VERIFICATION** – The Department and/or its agents will be responsible for obtaining a title report for the Property and for ensuring that all applicable title-related requirements are met in order to complete the property acquisition.
- f. **CLOSING SERVICES** – The Department and/or its agents will be responsible for scheduling and facilitating the required acquisition closing activities and for filing all applicable closing documents at the appropriate courthouse.

- g. DISPLACEMENT AND RELOCATION BENEFITS – The Department and/or its agents will be responsible for identifying all displaced tenants eligible for relocation benefits and for determining the eligible benefit amount.
- h. QUARTERLY REPORTING – The Department and/or its agents will be responsible for assisting the Grantee in completing the quarterly reporting requirements defined in Section 3.2 herein.
- i. TECHNICAL ASSISTANCE – The Department and/or its agents will be responsible for providing appropriate technical assistance to the Grantee as needed to perform this Scope of Work in compliance with applicable State and Federal statutes and regulations.

IV. GRANTEE PROJECT-RELATED RESPONSIBILITIES

- a. ENVIRONMENTAL CLEARANCE – In accordance with 24 CFR 58.2(a)(7), the Grantee must accept the role of “Responsible Entity” with regard to activities performed under the terms of this Agreement. As such, the Grantee is responsible for executing applicable environmental documents required to achieve release of funds.
- b. DISBURSEMENT OF FUNDS – The Grantee is responsible for processing applicable payments required to satisfy the terms of this Agreement. Required payments may include, but are not limited to: property acquisition payments, buyout incentive payments, relocation benefits, vendor invoices for demolition and clearance services, demolition permit fees, costs of addressing environmental risks, etc.
- c. CLOSING PARTICIPATION – The Grantee is responsible for ensuring that appropriate Grantee representatives attend scheduled closing events and that all applicable closing documents required to acquire the Property are executed at closing.
- d. DEMOLITION AND CLEARANCE – Pursuant to the acquisition of the Property, the Grantee is responsible for ensuring that any remaining structures on the Property are demolished and cleared in order to convert the Property to open space. If applicable, the Grantee is also responsible for ensuring that appropriate measures are taken to address any environmental hazards identified in the site specific environmental review for the Property.
- e. COVENANT ENFORCEMENT – The Grantee is responsible for perpetual enforcement of the terms and conditions of the Covenant applied to the acquired Property.

V. PROJECT MANAGEMENT

The Grantee’s point of contact will be:

Name: James Knudsen

Title: Village Engineer

Phone: (630) 871-6220

Email: jknudsen@carolstream.org

PART III GRANT FUND CONTROL REQUIREMENTS

3.1 AUDITS

- A. Standard Audit If the Grantee is required to have a Standard Audit, the Grantee shall provide the Department with a copy of such audit report, applicable management letters (SAS 115), and applicable SAS 114 letters (Auditor's Communication With Those Charged With Governance) within thirty (30) days of the Grantee's receipt of such audit report, but in no event later than nine (9) months following the end of the period for which the audit was performed. The Audit Report is required to be provided to DCEO any year an audit is performed over the life of the grant. In lieu of providing a Standard Audit, the Grantee may submit a Grant-Specific Audit as defined in Section 3.1 D.
- B. Federal Requirements If the Grantee is required to have an audit performed pursuant to the Single Audit Act of 1984, as amended in 1996 ("Single Audit Act") and by the Office of Management and Budget Circular A-133 ("OMB Circular A-133"), the Grantee shall provide the Department with a copy of the audit report, applicable management letters (SAS 115), and applicable SAS 114 letters (Auditor's Communication With Those Charged With Governance), as provided for in the Single Audit Act and OMB Circular A-133, to the Department within thirty (30) days of the Grantee's receipt of such audit report, but in no event later than nine (9) months following the end of the period for which the audit was performed. The Audit Report is required to be provided to DCEO annually for the life of the grant. In accordance with the American Recovery and Reinvestment (ARRA) Act of 2009 Article 3, the audit report in the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) must separately identify all expenditures for federal awards including each subrecipient, the Federal Award number, CFDA number, and the amount of ARRA funds. Please refer to the ARRA Act Article 3 for further guidance. If no Single Audit is required of federally-funded Grantees, the Grantee is to provide DCEO with an annual letter stating a Single Audit was not required.
- C. Discretionary Audit The Department may, at any time, and at its discretion, request a Grant-Specific Audit or other audit, Management Letters (SAS 115) and SAS 114 Letters (Auditor's Communication With Those Charged With Governance) to be delivered within thirty (30) days of the Grantee's receipt of such audit report, but in no event later than nine (9) months following the end of the period for which the audit was performed.
- D. Grant-Specific Audit If the Grantee submits a Grant-Specific Audit either by requirement of the Department or in place of a Standard Audit, the Grant-Specific Audit must meet the following requirements:

The audit must be completed at the end of the grant and cover the entire grant period.

The audit must include a Revenue (Receipt) and Expenditure Statement, which verifies budget amounts with actual amounts for this grant. The audit must also include a compliance component which covers, at a minimum, the following items:

- Confirmation that the Grantee completed the activities described in the Scope of Work (Part II) within the grant term;
- Confirmation that the Grantee obtained prior written approvals from the Department for material changes from the performance of the activities described in the Scope of Work (Part II);
- Confirmation that the Grantee expended grant funds within the grant period;
- Confirmation that the Grantee adhered to the grant budget (Part I) or, if not variances must be identified;
- Confirmation that the Grantee obtained prior written approvals from the Department for any material variances in its expenditure of grant funds;

- Confirmation that the Grantee adequately accounted for the receipts and expenditures of grant funds;
 - Confirmation, if applicable, that the Grantee returned grant funds and interest to the Department in accordance with the provisions of the Grant Agreement; and
 - Confirmation that the amounts reported in the Grantee's Final Financial Status Report are traceable to its general ledger and accounting records.
- E. Audit Performance All Audits shall be performed by an independent certified public accountant or accounting firm licensed by the appropriate licensing body in accordance with applicable auditing standards.
- F. Audit Submission The Grantee shall electronically send all audit reports and related deliverables to the Department at the following address:

externalauditunit@illinois.gov

If the Grantee is unable to submit the aforementioned documents to the Department electronically, the information shall be sent to the Department at the following address:

Illinois Department of Commerce and Economic Opportunity
Office of Accountability
External Audit Section
500 East Monroe Street
Springfield, IL 62701

3.2 REPORTING REQUIREMENTS

In addition to any other documents specified in this Agreement, the Grantee must submit the following reports and information in accordance with the provisions hereof.

- A. Expenditures and Project Activity Prior to Grant Execution If the Agreement is executed more than thirty (30) days after the beginning date of the grant term provided in the Notice of Grant Award, the Grantee must submit a Financial Status Report and a Project Status Report, in a format provided by the Department, accounting for expenditures and project activity incurred from the beginning of the grant term up to the end of the month preceding the date of the Department's execution. If these Reports are required, the Department will not disburse any Grant Funds until the report is submitted to and approved by the Department.
- B. Final Financial Status Report The Final Financial Status Report described in Section 5.3 hereof is due within 45 days following the end date stated in the Notice of Grant Award. The Grantee should refer to the Welcome Package and the Reports Deliverable Schedule for the specific reporting requirements and due dates. Grantee must submit the report in the format provided by the Department. This report must summarize expenditure of the Grant Funds and activities completed during the grant term. The Grantee's failure to comply with the Close-out requirements set forth herein and in Section 5.3 will be considered a material breach of the performance required by this Agreement and may be the basis to initiate proceedings to recover all Grant Funds disbursed to the Grantee. Grantee's failure to comply with this Section shall be considered prima facie evidence of default, and may be admitted as such, without further proof, into evidence before the Department or in any other legal proceeding.
- C. Additional Information Upon request by the Department, the Grantee must, within the time directed by the Department, submit additional written reports regarding the Project, including, but not limited to, materials sufficient to document information provided by the Grantee.
- D. Submittal of Reports Submittal of all reports and documentation required under this Agreement should be submitted to the individual as directed by the Department. Grants in excess of \$25,000 require, at a

minimum, the filing of quarterly reports describing the progress of the program, project, or use and the expenditure of the grant funds related thereto.

- E. Failure to Submit Reports In the event Grantee fails to timely submit any reports required under this Agreement, the Department may withhold or suspend the distribution of Grant Funds until said reports are filed and approved by the Department.

3.3 WELCOME PACKAGE

Upon execution of this Grant Agreement, the Grantee will receive a Welcome Package detailing reporting requirements and procedures relating to the Grant. The Grantee is obligated to comply with those requirements and any revisions thereto in accordance with Section 3.2(B) of this Grant Agreement.

3.4 FISCAL RECORDING REQUIREMENTS

The Grantee's financial management system shall be structured to provide for accurate, current, and complete disclosure of the financial results of the Project funded under this grant program. The Grantee is accountable for all Grant Funds received under this Grant, including those expended for subgrantees. The Grantee shall maintain effective control and accountability over all Grant Funds, equipment, property, and other assets under the grant as required by the Department. The Grantee shall keep records sufficient to permit the tracing of Grant Funds to a level of expenditure adequate to insure that Grant Funds have not been inappropriately expended, and must have internal controls consistent with generally accepted accounting practices adopted by the American Institute of Certified Public Accountants.

3.5 DUE DILIGENCE IN EXPENDITURE OF FUNDS

Grantee shall ensure that Grant Funds are expended in accordance with the following principles: (i) grant expenditures should be made in accordance with generally accepted sound, business practices, arms-length bargaining, applicable federal and state laws and regulations; (ii) grant expenditures should conform to the terms and conditions of this Agreement; (iii) grant expenditures should not exceed the amount that would be incurred by a prudent person under the circumstances prevailing at the time the decision is made to incur the costs; and (iv) grant accounting should be consistent with generally accepted accounting principles.

3.6 MONITORING

The grant will be monitored for compliance in accordance with the terms and conditions of the Grant Agreement, together with appropriate programmatic rules, regulations, and/or guidelines that the Department promulgates or implements. The Grantee must permit any agent authorized by the Department, upon presentation of credentials, in accordance by all methods available by law, including full access to and the right to examine any document, papers and records either in hard copy or electronic, of the Grantee involving transactions relating to this grant.

3.7 RECORDS RETENTION

The Grantee is accountable for all Grant Funds received under this Agreement and shall maintain, for a minimum of four (4) years following the Department's final written approval of all required close-outs, unless the Department notifies the Grantee prior to the expiration of the four years that a longer period is required, adequate books, records, and supporting documents, including digital and electronic data, to verify the amount, recipients and uses of all disbursements of Grant Funds passing in conjunction with this Agreement. This Agreement and all books, records and supporting documents related hereto shall be available for inspection and audit by the Department, the Office of Inspector General, the Auditor General of the State of Illinois, the Illinois Attorney General, or any of their duly authorized representative(s), and the Grantee agrees to fully cooperate with any audit performed by the Auditor General or the Department. Grantee agrees to provide full access to all relevant materials and to provide copies of same upon request. Failure to maintain books, records and supporting documents required by this Agreement shall establish a presumption in favor of the Department for the recovery of any Grant Funds paid by the Department under

this Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement or expenditure.

If any of the services to be performed under this Agreement are subcontracted and/or if subgrants are issued/awarded for the expenditure of Grant Funds provided under this Agreement, the Grantee shall include in all such subcontracts and subgrants, a provision that the Department, the Office of Inspector General, and the Auditor General of the State of Illinois, or any of their duly authorized representatives, will have full access to and the right to examine any pertinent books, documents, papers and records of any such subcontractor or subgrantee involving transactions related to this Agreement for a period of four (4) years following the Department's final approval of all required close-outs (financial and/or programmatic), and any such subcontractor shall be governed by the same requirements to which the Grantee is subject under this Agreement.

PART IV
TERMS AND CONDITIONS

4.1 AUTHORITY: PURPOSE: REPRESENTATIONS AND WARRANTIES

- A. Authority The Department is authorized to make this grant pursuant to Pub.Law 110-329,2008, FR 5256-n-01/ 5337-n-01.

The purpose of this authority is as follows:

The Consolidated Security, Disaster Assistance, and Continuing Appropriations Act, 2009

- B. Purpose; Representations and Warranties The sole purpose of this grant is to fund the Grantee's performance of the Project, described in Part II hereof, during the term of this grant. The Grantee represents and warrants that the grant proposal/application submitted by the Grantee is in all material respects true and accurate; that it is authorized to undertake the obligations set forth in this Agreement and that it has obtained or will obtain and maintain all permits, licenses or other governmental approvals necessary to perform the Project described in Part II.

4.2 PROJECT SCHEDULE; EXTENSIONS

- A. Project Schedule The Grantee must complete the Scope of Work within the grant term. The Department may require the submission of deliverables. Deliverables must be provided as directed by the Department. For purposes of this Agreement, the Grant Period Begin Date shall be the Project Commencement Date and the Grant Period End Date shall be the Project Completion Date unless these dates are clearly identified as distinctly different in the Part II Scope of Work.
- B. Extensions Extensions of the grant term will be granted only for good cause. Grantees requiring an extension of the grant term should submit a written request to the Program Manager prior to the grant expiration date stating the reason for the extension. All extensions must comply with requirements of Section 5.7.

Grantee's failure to adhere to the schedule set forth in Part II may be grounds for suspension or termination of this Agreement pursuant to Section 5.5 herein. Further, failure by the Grantee to comply with the terms and conditions outlined in Part II, or with any additional terms and conditions within the Agreement, may result in the Grantee being deemed ineligible by the Department for future funding.

4.3 PAYMENT AND EXPENDITURE OF GRANT FUNDS

- A. Expenditure of Funds; Right to Refund Payment of the grant amount specified in the Notice of Grant Award shall be made to the Grantee as specified herein. Grant Funds provided under this Agreement must be expended only to perform the tasks set forth in the Scope of Work attached as Part II of this Agreement. In addition to reasons set forth in other sections of this Agreement, the Department will require a refund from Grantee if (i) the total grant expenditures are less than the amount vouchered to the Grantee from the Department pursuant to the Notice of Grant Award; or (ii) Grant Funds have not been expended or legally obligated within the grant term in accordance with Parts I and Part II hereof. If the Department requires a refund under either of the above circumstances, the Grant Funds must be returned to the Department within forty-five (45) days of the end of the grant term or the otherwise effective Grant Agreement termination date.

- B. Payment Provisions; Prior Incurred Costs

Reimbursement

Payments to the Grantee are subject to the Grantee's submission and certification of eligible costs and any documentation as required by the Department. Payment shall be initiated upon the Department's approval of eligible costs and cash amount requested for reimbursement of those costs.

4.4 GRANT SPECIFIC TERMS/CONDITIONS

- A. Program Objective. Funding under this grant is to meet one or more of the following national objectives as required by Section 104(b)(3) of the US Housing and Community Development Act of 1974 (42 USC 5301 et seq.). The national objectives include: 1) Benefiting low and moderate-income persons; 2) Aiding in the prevention or elimination of slums and/or blight; or 3) Meeting other community development needs that pose a serious and immediate threat to the health and welfare of the community.

Correspondingly, the United States Congress allocated funding to the State of Illinois for disaster recovery in the form of a HUD CDBG-IKE Grant (PL 110-329) for necessary expenses related to disaster relief, long term recovery, and restoration of infrastructure, housing, and economic revitalization in areas affected by hurricanes, floods, and other natural disasters occurring during 2008 for which the President declared a major disaster, and in Illinois the disaster recovery program is known as the Illinois "IKE" Disaster Recovery Program ("IDRP"). The State of Illinois established the following specific objectives for the Illinois "IKE" Disaster Recovery Program, (IDRP) which include: 1) Strengthening community economic development through the creation of jobs, stimulation of private investment, and strengthening of the tax base; 2) Alleviation of economic distress and realizing community economic development opportunities of benefit for low and moderate-income individuals; 3) Improvement of public infrastructure and elimination of conditions which are detrimental to health, safety, and public welfare; 4) Conservation and expansion of the State's housing stock in order to provide a decent home and suitable living environment for persons of low and moderate-income and persons with disabilities. The primary objective/scope of work for this Grant is identified in Part II hereof.

For carrying out the program objectives as described in the Scope of Work (Part II), the total compensation and reimbursement payable by the Department to the Grantee shall not exceed the amount specified in the Notice of Grant Award. The Department shall distribute/pay the total amount of the grant award to the Grantee and the Grantee agrees to perform the Scope of Work in compliance with the Grant Budget (Part I), the Scope of Work (Part II), the Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments (24 CFR Part 85), the federal regulations for the Community Development Block Grants (24 CFR 570 et seq.), and the "Waivers and Alternative Requirements for Grants Under the Supplemental Appropriations Act, 2008" (Federal Register / Vol. 74, No. 29 / Friday, February 13, 2009 / Notices [FR-5256-N-01]). The Grant Funds shall be expended only for project costs that are necessary to complete the program objectives and which are eligible under and meet the provisions of OMB Circular A-87 "Cost Principles for State and Local Governments" or OMB Circular A-122 "Cost Principles for a Not-for-Profit Entity," as appropriate. The Department is authorized to award this grant by implementing Sections 605-940 and 605-945 of the Civil Administrative Code of Illinois [20 ILCS 605/605-940 and 605-945], which is authorized by Title I of the Housing and Community Development Act of 1974, as amended (42 USC 5301 et seq.).

- B. Official Action. The Grantee certifies that with respect to the Grant Agreement that its governing body has duly adopted or passed as an official act, resolution, motion or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Grantee to act in connection with the application and to provide such additional information as may be required.
- C. The Grantee will comply with all of the requirements outlined in the Local Government Certifications signed and submitted at the time of application.

- D. The Grantee certifies that with respect to the Grant Agreement it:
- a. Has provided citizens with an opportunity to participate in the determination of priorities in community development and housing needs;
 - b. Will provide for citizen participation in the planning, implementation, and assessment of the Illinois "IKE" Disaster Recovery Program, including the development of the Grantee Evaluation Report and the submission of views to the Department.
- E. The Grantee will comply with Section 102 of the HUD Reform Act of 1989 which contains a number of provisions designed to ensure greater accountability and integrity. Certain grantees must disclose the other government assistance to be used with respect to the project for which the assistance is sought, the financial interests of persons in the project, and the sources and uses of funds to be made available for the project. Disclosure information will be updated as required. 24 CFR 4.1 et seq.
- F. The Grantee shall comply with the regulations, policies, guidelines and requirements of 24 CFR 85.1 et seq., and OMB Circular A-87 or OMB Circular A-122, as they relate to the application, acceptance, and use of Federal funds under this Part.
- G. The Grantee certifies that it will adopt and enforce:
- a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - b. A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.
- H. Recordkeeping. The Grantee shall comply with the records management requirements set forth in 24 CFR 570.490 and the documentation requirements set forth in 24 CFR 570.506.
- I. Monitoring and Evaluation. The Department will monitor and evaluate the Grant made to the Grantee under this program. Throughout the program year, the Department will periodically monitor the Grant for programmatic and fiscal compliance under the federal regulations, and the policies and guidelines contained in the IDRPs State of Illinois Action Plan, as amended. The Grant will also be subject to monitoring and evaluation by the U. S. Department of Housing and Urban Development.
- J. Grant Impact. The Grant will be evaluated to determine its impact upon the low-and-moderate income residents of the community and for the effective and efficient utilization of IDRPs funds. Evaluations will occur both during the operation of the Grant and upon its completion.
- K. Audits and Inspections. The Grantee will as often as deemed necessary by the Department or the Comptroller of the State of Illinois, or the U. S. Department of Housing and Urban Development, or the Comptroller General of the United States, or any of their duly authorized representatives, permit the aforementioned entities to have full access to and the right to examine any pertinent books, documents, papers and records of the Grantee involving transactions related to this Grant for five years from the date of submission of the final expenditure report or until all audit findings have been resolved, whichever is later. The Grantee shall include in all of its contracts under this Grant a provision that the Department or the Comptroller of the State of Illinois, or the U. S. Department of Housing and Urban Development, or the Comptroller General of the United States, or any of their duly authorized representatives will have full access to and the right to examine any pertinent books, documents, papers and records of any such contractor involving transactions related to the contract for five (5) years from the final payment under the contract.
- L. Procurement, Interest of Public Officials and Employees. The Grantee shall conduct all procurement transactions in a manner providing for full and open competition and comply with all applicable procurement regulations (24 CFR 85.36 or 24 CFR 84.40-48) and/or Illinois' Procurement Code (30 ILCS

500), whichever are more stringent and applicable. The Grantee shall also follow the federal conflict of interest provisions (24 CFR 570.489(h)) and/or Illinois' Procurement and Ethic Disclosure laws (30 ILCS 500/50), whichever are more stringent. The Grantee must maintain all records and source documentation related to its purchase of services, supplies, materials, property, equipment or other acquisitions. Procurement records will include rationale for the method of procurement selection of contract type, contractor selection or rejection, and basis of contract price. The Grantee shall specifically identify all awards of sole source contracts and the rationale for making the award on a sole source basis in reports to the Department. All sole-source procurements shall be reported to the Department. The Grantee shall provide the Department with executed copies of all contracts along with documentation concerning the selection process. The Grantee agrees to abide by the provisions of 24 CFR 85.36, 570.609, and 570.611, which include, but are not limited to, the following:

- a. The Grantee shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
 - b. The Grantee shall comply with the requirements set forth in 24 CFR Part 5 concerning the use of debarred, suspended or ineligible contractors or subrecipients.
 - c. No employee, officer or agent of the Grantee shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
 - d. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-IKE assisted activities (Project/Scope of Work), or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-IKE assisted activity, or with respect to the proceeds from the CDBG-IKE assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, or any designated public agency.
- M. Consultant Activities. No person providing consultant services in an employer-employee type of relationship shall receive more than a reasonable rate of compensation for personal services paid with Community Development Block Grant funds. In no event, however, shall such compensation exceed the equivalent of the daily rate paid for Level IV of the Executive Schedule (24 CFR 570.200(d)(1)). Such services shall be evidenced by written agreements between the parties which detail the responsibilities, standards, and compensation.

Consultant services provided under an independent contractor relationship are governed by the procurement standards found in 24 CFR 85.36(b), and are not subject to the compensation limitation of Level IV of the Executive Schedule (24 CFR 570.200(d)(2)).

- N. The Grantee shall perform an independent review of requests for payment and performance pursuant to the engineering services contract if the Grantee contracts with a single entity to provide both engineering and administrative services.
- O. Federal Lobbying Restrictions. The Grantee acknowledges and agrees that receipt of funds under this Grant Agreement requires compliance with Section 319 of Public Law 101-121 (31 U.S.C.A. 1352) and the regulations issued pursuant thereto (24 CFR 87.1 et seq.) regarding the certification and disclosure of lobbying activities with the Federal Government and agrees to comply with those provisions, and all Federal rules promulgated by the Federal Grantor which is the funding source for implementation for the Federal program; and will require that this assurance of compliance with Federal lobbying restrictions is part of any agreement with all subrecipients or subgrantees. Grantee's acknowledgement and certification of the same is evidenced by execution this Grant Agreement.

- P. The Grantee will comply with the provisions of the Hatch Act and any other Federal and State legislation that limits the political activity of employees.
- Q. The Grantee agrees that no funds granted hereunder shall be used for any partisan or nonpartisan political activity or to further the election or defeat of any candidate for public office, nor shall they be used in any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any election or in any voter registration activity.
- R. The Grantee certifies that it:
- a. Consents to cooperate with the Department in complying with the provisions of the National Environmental Policy Act of 1969, insofar as the provisions of such Act apply to 24 CFR 570.604;
 - b. Is authorized and consents on behalf of the Grantee to accept the jurisdiction of the State and Federal courts for the purpose of enforcement of these responsibilities regarding environmental clearances of local projects.
- S. Interagency Wetland Policy Act. The Grantee certifies that the proposed project is compatible with established state policy regarding wetlands, pursuant to the Interagency Wetland Policy Act of 1989. The Grantee acknowledges that the Illinois Department of Natural Resources may, from time to time, monitor the proposed project to ensure continued compliance with the aforementioned Act. In the event that the project does not remain in compliance with the Act, such noncompliance shall constitute a breach of this Agreement, and failure to cure the breach within 60 days after notice thereof will result in the termination of this Agreement.
- T. The Grantee shall comply with the provisions of Executive Order 11988, relating to evaluation of flood hazards and Executive Order 11507 relating to the prevention, control, and abatement of water pollution. 24 CFR 570.605.
- U. The Grantee certifies that it will not use CDBG IDRP grants funds for any activity in an area delineated as a special flood hazard area in FEMA's most current flood advisory maps unless it also ensures that the action is designed or modified to minimize harm to or within the floodplain in accordance with Executive Order 11988 and 24 CFR part 55.
- V. The Grantee shall require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Part to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A-117.1P 1971, subject to the exceptions contained in 41 CFR 101-19.604. The Grantee will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
- W. The Grantee will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify HUD of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- X. The Grantee will comply with the flood insurance purchase requirements of Section 102(9) of the Flood Disaster Protection Act of 1973, P.L. 93-234, 87 Stat. 975, approved December 31, 1973. Section 102(a) required, on or after March 2, 1974, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance. 24 CFR 570.605.

- Y. The Grantee will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11583 and the Preservation of Archeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:
- a. Consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects by the proposed activity 36 CFR 800.8; and,
 - b. Complying with all requirements established by HUD to avoid or mitigate adverse effects upon such properties.
- Z. The Grantee will conduct eligible project activities in such a manner as to fully protect prime agricultural farm land from irreversible conversion to uses which result in its loss as an environmental or essential food production resource.
- AA. The Grantee will assure that if the project financing includes USDA Rural Development funds, the final design will be in accordance with a preliminary engineering report prepared following Guide 7 (Water) or Guide 8 (Sewer) of FmHA Instruction 1942-A and approved by USDA Rural Development.
- BB. The Grantee certifies that it will comply with the Illinois Underground Utility Facilities Damage Prevention Act requiring owners or operators of underground utility facilities to participate in the State-Wide One-Call Notice System (JULIE - Joint Utility Locating Information for Excavators). (JULIE can be reached at 618/662-2118 or 815/741-5005 or by e-mail at julieinc@wabash.net.)
- CC. The Grantee certifies that it will comply with the requirements set forth in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR Part 35.
- DD. The Grantee will assure compliance with the U. S. Department of Housing and Urban Development rule which prohibits special assessment of any such amount against property which is owned or occupied by eligible low-and-moderate income persons. The most common type of assessment is a "tap-on fee" which is a one-time charge made as a condition of access to the public improvement. 24 CFR 570.482(b).
- EE. The Grantee certifies that it will affirmatively further fair housing. 24 CFR 570.487(b)(2).
- FF. The Grantee will comply with the goals listed in the Minority Benefit/Affirmative Housing Statement submitted at the time of application.
- GG. The Grantee shall comply with:
- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto (24 CFR 1.1 et seq.), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Grantee receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Grantee, this assurance shall obligate the Grantee, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits
 - b. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3600-20), as amended (also known as the Fair Housing Act), and implementing regulations issued at subchapter A of title 24 of the Code of Federal Regulations, which provides that recipients will administer all programs and activities relating to housing and community development in a manner to affirmatively further fair housing;

and will take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services.

- c. Section 109 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR 570.602), which provides that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds provided under this Part.
- d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), and the regulations issued pursuant thereto (24 CFR 8.1 et seq.), which provides that no otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development.
- e. Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and the regulations issued pursuant thereto (24 CFR 135.1 et seq.), which provides that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.
- f. Executive Order 11063, as amended by Executive Order 12259, and the regulations issued pursuant thereto (24 CFR 107.1 et seq.), regarding equal opportunity in housing and non-discrimination in the sale or rental of housing built with Federal assistance.
- g. Executive Order 11246, and the regulations issued pursuant thereto (41 CFR 60-1.1 et seq.), which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal or federally assisted construction contracts; shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.
- h. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157), and the regulations issued pursuant thereto (24 CFR 40.1 et seq.), which requires certain Federal and Federally-funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people.

HH. Any contract or subcontract awarded by a recipient or contractor shall include the following clause (referred to as the "Section 3" clause):

- a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701(u) ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and-moderate income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract agree to comply with HUD's federal regulations, which implement Section 3. The parties to this contract will certify that they are under no contractual or other impediment that would prevent them from complying with 24 CFR 135.1 et seq.
- c. The Grantee or any subcontractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if

any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment can see the notice. 24 CFR 135.38(c).

The notice shall describe the Section 3 preference, shall set forth minimum number of job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin. 24 CFR 135.38(c).

- d. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with 24 CFR 135 , and agrees to take appropriate action as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of these regulations. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR 135.38(d).
 - e. The contractor will certify that any vacant employment positions, including training positions, that are filled:
 - A. after the contractor is selected but before the contract is executed, and
 - B. with persons other than those of whom the regulations require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR 135.38(e).
 - f. Noncompliance with HUD's regulations may result in termination of this contract for default or suspension from future HUD assisted contracts. 24 CFR 135.38(f).
 - g. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450(e)) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b). 24 CFR 135.38(g).
- II. The Grantee shall ensure that any contract or subcontract for work procured under this Agreement contains all applicable Federal Equal Employment Opportunity provisions.
- JJ. The Grantee shall administer and enforce the labor standards requirements set forth in 24 CFR 570.603 and HUD regulations issued to implement such requirements.
- KK. The Grant awarded under this agreement is federally funded and the payment of federal prevailing wages for all construction activities funded in whole, or in part, with CDBG or other federal funds requires compliance with the Davis Bacon Act. Further, Grantee and its subgrantees and/or subcontractors will conduct procurements in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposal, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts State licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criteria provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract (24 CFR 85.36(c)). Accordingly, Section 5.9(K) of this Agreement is not applicable to the Project/Scope of Work set forth in Part II of this Agreement.

LL. The Grantee shall:

- a. To the greatest extent practicable under State law, comply with Sections 301 and 302 of Title III (Uniform Real Property Acquisition Policy) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Sections 303 and 304 of Title III, and HUD implementing instructions at 24 CFR Part 42.1 et seq.;
- b. Comply with Title II (Uniform Relocation Assistance) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and HUD implementing regulations found at 24 CFR 42 and 24 CFR 570.606, except where waivers or alternative requirements are provided for this grant;
- c. Provide relocation payments and offer relocation assistance as described in Section 205 of the Uniform Relocation Assistance Act to all persons displaced as a result of acquisition of real property for an activity assisted under the Illinois "IKE" Disaster Recovery Program. Such payments and assistance shall be provided in a fair and consistent and equitable manner that insures that the relocation process does not result in different or separate treatment of such persons on account of race, color, national origin, sex, or source of income;
- d. Assure that, within a reasonable period of time prior to displacement, comparable decent, safe and sanitary replacement dwellings will be available to all displaced families and individuals and that the range of choices available to such persons will not vary on account of their race, color, religion, national origin, sex, or source of income; and
- e. Inform affected persons of the relocation assistance, policies and procedures set forth in the regulations at 24 CFR 42 and 24 CFR 570.606.

MM. In accordance with 24 CFR 42.325, the Grantee certifies that it will adopt and follow a residential anti-displacement and relocation assistance plan in connection with any activity assisted with funding under the CDBG program.

NN. Program income. Income generated by activities performed under the terms of this agreement are subject to the program income alternative requirements set forth in the "Waivers and Alternative Requirements for Grants Under the Supplemental Appropriations Act, 2008" (Federal Register / Vol. 74, No. 29 / Friday, February 13, 2009 / Notices [FR-5256-N-01]). Directions on retention or return of Program Income will be identified in the Special Terms and Conditions Section in Part II hereof.

OO. Interest on Grant Funds. In accordance with 24 CFR 570.489(c)(2), interest earned by units of local government on grant funds before disbursement of the funds for activities is not program income and must be returned to the Treasury, except that the unit of local government may keep interest amounts of up to \$100 per year for administrative expenses.

PP. Use of Real Property. The Grantee shall comply with the Change of Use requirements set forth in 24 CFR 570.489(j), which apply to real property within the Grantee's control which was acquired or improved in whole or in part using CDBG funds in excess of \$25,000.

QQ. Equipment. The Grantee retains title to all equipment or nonexpendable personal property purchased with grant funds for program operation, subject to the following: for items of nonexpendable personal property having a unit acquisition cost of \$1,000 or more, the Department may reserve the right to transfer the title to the Department or to a third party named by it. The disposition rules for equipment no longer needed are as follows: 1) if the cost of the property is less than \$1,000, the Grantee may sell or retain it, without compensation to the Department; 2) if the property costs \$1,000 or more, the Grantee may either a) keep it, and pay the Department its share of the market value, or b) request disposition instructions from the Department. If the Grantee is instructed to ship the equipment elsewhere, the Grantee shall be reimbursed by the Department for the non-Federal share of the market value, plus shipping costs. If the Grantee is

instructed to otherwise dispose of the equipment, the Grantee will be reimbursed by the Department for such costs incurred in the disposition.

RR. Use of grant funds must relate to the covered disaster(s). In accordance with FR-5256-N-01, funds received under the terms of this agreement will be used solely for necessary expenses related to disaster relief, long-term recovery, and restoration of infrastructure in areas covered by a declaration of major disaster under title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.) as a result of recent natural disasters.

SS. Duplication of Benefits. The Grantee certifies that it will comply with 42 U.S.C. 5155 (section 312 of the Robert T. Stafford Disaster Assistance and Emergency Relief Act), as amended and will not use funds for activities reimbursable by or for which funds have been made available by the Federal Emergency Management Agency ("FEMA"), the Army Corps of Engineers, or other sources.

4.5 DEPOSIT OF GRANT FUNDS

Grant Funds paid in advance of realized costs must be kept in an interest bearing account and maintained therein until used in accordance with the terms and conditions of this Agreement. The Department may waive this requirement upon a written request from the Grantee; however written Departmental approval must be received before any Grant Funds are kept in a non-interest bearing account. Grantee will be responsible for the payment of interest to the Department at a rate equal to twelve percent (12%) per annum on any of the Grant Funds kept in a non-interest bearing account without prior Departmental written approval.

Any interest earned on these Grant Funds must be accounted for as provided in Section 4.6 of this Agreement. Exceptions to Section 4.5 are not permissible without prior written approval by the Department.

Grant Funds paid in reimbursement of previously paid costs may be kept in a non-interest bearing account at the Grantee's discretion.

4.6 INTEREST EARNED ON GRANT FUNDS

In accordance with federal Uniform Administrative Requirements for Grants and Cooperative Agreements, the Grantee may be allowed to retain a portion of interest earned on Grant Funds awarded under this Agreement, applying the following guidelines:

A. Interest retention limits by entity type

- (1) **Governmental** - Interest earned by units of state or local government on Grant Funds before disbursement of the Grant Funds for activities is not program income and must be returned to the federal Treasury through the Department, except that the unit of state or local government may keep interest amounts of up to \$100 per year for administrative expenses; and
- (2) **Non-governmental** - Interest earned by non-governmental entities on Grant Funds before disbursement of the Grant Funds for activities is not program income and must be returned to the federal Treasury through the Department, except that the non-governmental entities may keep interest amounts of up to \$250 per year for administrative expenses; and

B. Any interest earned in excess of the allowable amount, as calculated in 4.6 A(1) or 4.6 A(2), must be returned as interest to the Department in accordance with the directions provided by the Department in Section 5.3 herein; and

C. All interest earned must be accounted for and reported to the Department in the Final Financial Status Report described in Section 5.3 herein.

4.7 **INTENTIONALLY LEFT BLANK**

4.8 **SUPPORT**

Grantee, through its agents, employees and contractors, will provide all equipment, supplies, services and other items of support which are necessary for the effective performance of the Project, unless the Agreement specifically sets forth items of support to be provided by the Department.

4.9 **OWNERSHIP, USE AND MAINTENANCE OF PERSONAL PROPERTY**

A. **Ownership** Subject to the provisions of this Section 4.9, and the remedies available to the Department as set forth in Section 4.11 below, equipment and material authorized to be purchased with Grant Funds becomes the property of the Grantee. Grantee will maintain an inventory or property control record for all equipment and material purchased with Grant Funds.

B. **Use: Maintenance; Insurance** During the Grant term, the Grantee must:

(1) use equipment and materials acquired with Grant Funds only for the approved Project purposes set forth in Part II; and (2) provide sufficient maintenance on the equipment and materials to permit achievement of the approved Project purposes and maintain, at its own expense, insurance coverage on all equipment and material purchased with Grant Funds, for its full insurable value, against loss, damage and other risks ordinarily insured against by owners or users of similar equipment and material in similar businesses.

C. **Prohibition Against Disposition/Encumbrance** The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment or material during the grant term without prior written approval of the Department.

4.10 **PUBLIC INFORMATION REQUIREMENTS**

For the duration of the Agreement, the Grantee will prominently acknowledge the participation of the Department in the Project in all press releases, publications and promotional materials presented to the media or otherwise dissemination published concerning the Project. The Grantee must provide the Department with copies of any proposed press releases, publications and promotional materials not less than ten (10) days before these materials are disseminated. Grantee will submit copies of any press releases, publications and promotional materials to the Department's Project Manager.

The Grantee will provide adequate advance notice pursuant to Section 4.12 of promotional events such as open houses, dedications, or other planned publicity events; and will also coordinate in the planning of said events. Any materials or displays to be distributed in connection with the promotional event must be submitted to the Department in advance of publication or dissemination and must prominently acknowledge the Department's participation in the Project.

4.11 **DEPARTMENT REMEDIES**

In addition to any remedies found elsewhere in this Agreement or at law, the Department may elect any of the following remedies in the event this Agreement is terminated pursuant to Section 5.5 herein. Grantee must comply with the Department's direction within 45 days following written notice or demand from the Department.

A. The Department may direct the Grantee to refund all grant moneys disbursed to it under this Agreement;

B. The Department may direct the Grantee to remit an amount equivalent to the "Net Salvage Value" of all equipment or materials purchased with Grant Funds provided under this Agreement. For purposes of this Agreement, "Net Salvage Value" is defined as the amount realized, or that the Parties agree is

likely to be realized from, the sale of equipment or materials purchased with Grant Funds provided under this Agreement at its current fair market value, less selling expenses;

- C. The Department may direct the Grantee to transfer ownership of equipment or material purchased with Grant Funds provided under this Agreement to the Department or its designee.

4.12 NOTICES

Notices and other communications provided for herein shall be given in writing by first class mail, by registered, or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the respective party at the address set forth on the signature page hereto, or to such other authorized designees as the parties may designate in writing from time to time. Grantee is responsible for providing the Department with correct address and contact information for itself and its designees. Any notice to the Grantee shall be deemed to have been provided if sent to the address or contact information on the signature page or to the address of an authorized designee. Notice to the Department is deemed to have been provided at the time it is actually received.

4.13 COMPLAINT PROCESS

In the event of a Grantee complaint, the Department's Administrative Hearing Rules shall govern and said rules can be found at Title 56 Illinois Administrative Code, Section 2605.

4.14 GRANT FUNDS RECOVERY ACT (30 ILCS 705/1, ET SEQ.)

This Agreement is subject to all applicable provisions of the Illinois Grant Funds Recovery Act, including the requirement that any Grant Funds not expended or legally obligated at the expiration or termination of the Grant term must be returned to the Department within 45 days following said expiration or termination. Notwithstanding any provision specified elsewhere in this Agreement regarding the treatment of interest earned on the Grant Funds, any interest earned on Grant Funds that is not expended or legally obligated during the Grant term must also be returned to the Department within 45 days following the expiration or termination of this Agreement.

4.15 GRANT PROJECT MANAGEMENT

All necessary and ordinary communications, submittals, approvals, requests and notices related to the Project shall be submitted to:

Tricia Arnold
Illinois Department of Commerce and Economic Opportunity
500 E. Monroe St.
Springfield, IL 62701

4.16 FEDERALLY FUNDED GENERAL GRANT PROVISIONS

- A. Lobbying Restrictions The Grantee acknowledges that receipt of Grant Funds under the Agreement may require compliance with Section 319 of Public Law 101-121 (31 U.S.C.A. 1352) regarding the certification and disclosure of lobbying activities with the Federal Government and agrees to comply with those provisions, and all federal rules promulgated by the United States Department of Health and Human Services, the funding source for implementation of programs operated under this Agreement; and will require that this assurance of compliance is part of any sub-agreements executed hereunder.

By executing this Agreement on behalf of the Grantee, the Authorized Signatory hereby certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Grantee shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The Grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made and entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who failed to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- B. Debarment The Grantee certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any Federal department or agency.
- C. Environmental Tobacco Smoke Public Law 103-227, Part C. Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Tobacco Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18 if the services are funded by Federal programs either directly or through States or local governments by Federal grant, contract, loan or loan guarantee. This language must be included in all sub-awards containing provisions for children's services.

**PART V
GENERAL PROVISIONS**

5.1 GRANTEE REPRESENTATIONS AND WARRANTIES; GRANTEE GENERAL COVENANTS

A. Grantee Representations and Warranties In connection with the execution and delivery of this Agreement, the Grantee makes the following representations and warranties to the Department:

- (1) That it has all requisite authority to carry on its business and to execute, deliver and consummate the transactions contemplated by this Agreement;
- (2) That its employees, agents and officials are competent to perform as required under this Agreement;
- (3) That it is the real party in interest to this Agreement and is not acting for or on behalf of an undisclosed party;
- (4) That it has taken all necessary action under its governing documents to authorize the execution and performance of this Agreement under the terms and conditions stated herein;
- (5) That it has no public or private interest, direct or indirect, and shall not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of the Grantee's services and obligations under this Agreement;
- (6) That no member of any governing body or any officer, agent or employee of the State, is employed by the Grantee or has a financial or economic interest directly in this Agreement, or any compensation to be paid hereunder except as may be permitted applicable statute, regulation or ordinance;
- (7) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Grantee's knowledge, threatened, against or affecting the Grantee, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;
- (8) That to the best of the Grantee's knowledge and belief, the Grantee, its principals and key project personnel:
 - (a) Are not presently declared ineligible or voluntarily excluded from contracting with any Federal or State department or agency;
 - (b) Have not within a three-year period preceding this Agreement been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of Federal or State antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property; and
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in subparagraph (b) of this certification.

Any request for an exception to the provisions of this paragraph must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction.

- (9) That this Agreement has been duly executed and delivered on behalf of the Grantee and constitutes a legal, valid and binding obligation of the Grantee, enforceable in accordance with its terms, except to the extent that enforcement of any such terms may be limited by
- (a) Applicable bankruptcy, reorganization, debt arrangement, insolvency or other similar laws generally affecting creditors' rights; or
 - (b) Judicial public policy limitations upon the enforcement of certain remedies including those which a court of equity may in its discretion decline to enforce; and performance required under this Agreement; and
- (10) Grantee certifies that it is not currently operating under or subject to any cease and desist order, or subject to any informal or formal regulatory action, and, to the best of Grantee's knowledge, that it is not currently the subject of any investigation by any state or federal regulatory, law enforcement or legal authority. Should it become the subject of an investigation by any state or federal regulatory, law enforcement or legal authority, Grantee shall promptly notify the Department of any such investigation. Grantee acknowledges that should it later be subject to a cease and desist order, Memorandum of Understanding, or found in violation pursuant to any regulatory action or any court action or proceeding before any administrative agency, that the Department is authorized to declare Grantee in default of this Agreement and suspend or terminate the Agreement pursuant to Section 5.5.
- B. General Covenants In connection with the execution and delivery of this Agreement, the Grantee makes the following covenants to the Department, which are in addition to any specific covenants contained in this Agreement:
- (1) That it will use Grant Funds only for the purposes set forth in the Budget and Scope of Work, Parts I and II, respectively, of this Agreement;
 - (2) That all warranties and representations made by the Grantee in this Agreement shall be true, accurate and complete for the term of the Agreement;
 - (3) That it shall be subject to, obey, and adhere to any and all federal, state and local laws, statutes, ordinances, rules, regulations and executive orders as are now or may be in effect during the term of this Agreement which may be applicable to the Grantee;
 - (4) That it shall remain solvent and able to pay its debts as they mature. In the event of bankruptcy filing by the Grantee, voluntary or involuntary, the Department may decline to make any further payment, which may otherwise be required under this Agreement;
 - (5) That it shall immediately notify the Department of any and all events or actions that may materially adversely affect its ability to carry on its operations or perform any or all of its obligations under this Agreement; and
 - (6) That it shall not enter into any other agreement or transaction that would conflict with the performance of its duties hereunder.

5.2 APPROPRIATION; NONAPPROPRIATION/INSUFFICIENT APPROPRIATION; REDUCED FUNDING SOURCES/REVENUES

- A. Appropriation The Grantee is hereby given actual knowledge that pursuant to the State Finance Act, 30 ILCS 105/30, payments under this grant are contingent upon the existence of a valid appropriation therefore and that no officer shall contract any indebtedness on behalf of the State, or assume to bind the State in an amount in excess of the money appropriated, unless expressly authorized by law.

- B. Non-appropriation/Insufficient Appropriation Payments pursuant to this Agreement are subject to the availability of applicable federal and/or state funding from the Department and their appropriation and authorized expenditures under State law. The Department shall use its best efforts to secure sufficient appropriations to fund this Agreement. However, the Department's obligations hereunder shall cease immediately, without penalty or further payment being required, if the Illinois General Assembly or federal funding source fails to make an appropriation sufficient to pay such obligation. The Department, at its sole discretion, shall determine whether amounts appropriated are sufficient to continue its obligations under this Agreement. Termination resulting from non-appropriation or insufficient appropriation shall be in accordance with Section 5.5(A)(1) hereof. Any grant is void by operation of law if the Department fails to obtain the requisite appropriation to pay the grant in any year in which this Agreement is in effect.
- C. Reduced Funding Sources/Revenues The Department reserves the right to reduce the amount to be paid to Grantee under this Agreement if the Department determines that it is in the best interest of the State of Illinois to reduce its obligation under this Agreement as a result of the occurrence of any of the following events during the term of the Agreement:
- (1) Receipts from revenues which provide the funding for this Agreement either fall significantly short of anticipated levels, or significantly decrease, or
 - (2) Other sources (external grants, contracts, awards, etc.) providing funds for this Agreement are decreased or withdrawn. If such an event occurs, the Department will notify the Grantee as soon as possible. If the Department and Grantee are able to agree on a reduced compensation amount and a corresponding reduced scope of services, the parties shall execute a grant modification so stating. If the Department and Grantee are unable to agree on the reduced compensation and reduced scope of services, the Department shall terminate the Grant in accordance with the provisions of Section 5.5(A)(2) herein.

5.3 GRANT CLOSE-OUT

- A. Final Financial Status Report In addition to any other reporting requirements specified in this Agreement, the Grantee shall complete and submit a Final Financial Status Report on forms provided by the Department, within forty-five (45) days of the earlier of the Grant Period end date or the effective date of termination of this Agreement. The Grantee should refer to the Welcome Package and the Reports Deliverable Schedule for the specific reporting requirements and due dates. The Grantee must report on the expenditure of Grant Funds provided by the State, and if applicable, the Grantee's required matching funds. The Grantee is responsible for taking the necessary steps to correct any deficiencies disclosed by such Final Financial Status Report, including such action as the Department, based on its review of the report, may direct.
- B. Grant Refunds In accordance with the Illinois Grant Funds Recovery Act, 30 ILCS 705/1, et seq., the Grantee must, within forty-five (45) days of the earlier of the Grant Period end date or the effective date of termination of this Agreement, refund to the Department, any balance of Grant Funds not spent or not obligated as of said date.

5.4 DEFAULT AND REMEDIES

The occurrence of any of the following events, during the grant term, shall constitute a default:

- A. Grantee shall fail to observe or perform any covenant or agreement contained in this Agreement, including the Exhibits hereto;
- B. Any representation, warranty, certificate or statement made by the Grantee in this Agreement, including the Exhibits hereto, or in any certificate, report, financial statement or other document delivered pursuant to this Agreement shall prove to have been incorrect when made in any material respect;

- C. Grantee shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing;
- D. An involuntary case or other proceeding shall be commenced against the Grantee seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceedings shall remain undismissed and unstayed for a period of 60 days; or an order for relief shall be entered against the Grantee under the federal bankruptcy laws as now or hereby after in effect;
- E. The Grantee permanently ceases the conduct of active trade or business at the location specified in Part II, Scope of Work, for any reason, including, but not limited to, fire or other casualty;
- F. Company fails to provide the Company Contribution, if applicable, as identified in Part II, Scope of Work;
- G. Grantee defaults on a loan from a third party. Grantee shall provide the Department with immediate notice upon making a determination that it will default on a loan.

Grantee shall have 30 days from the date Department notifies it of the occurrence of a default to cure the default to Department's satisfaction. Grantee's failure to cure, or to initiate a cure which is satisfactory to the Department, shall be a sufficient basis for the Department to terminate this Agreement and to direct Grantee to refund all Grant Funds disbursed to it by the Department within thirty (30) days of receipt of the notice of termination.

At the Department's discretion the Grantee shall be responsible for the payment of interest at a rate equal to twelve percent (12%) per annum for any amount of the Grant Funds which it has not refunded to the Department beginning thirty (30) days from the date the termination notice is sent by the Department and continuing to the date that all Grant Funds are refunded by Grantee or recovered through other legal processes available to the Department.

5.5 TERMINATION; SUSPENSION

- A. This Agreement may be terminated as follows:
 - (1) Non-appropriation, Insufficient Appropriation In the event of non-appropriation or insufficient appropriation as described in Section 5.2(B) above, Grantee shall be paid for non-cancelable, allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of termination which shall be the date stated in the written termination notice provided to Grantee. The Department shall provide such notice to Grantee as soon as possible after it becomes aware of such non-appropriation or insufficient appropriation. Any refunds due the Department shall be submitted in accordance with the provisions of Section 5.3(B) hereof.
 - (2) Reduced Funding Sources/Revenues In the event the parties are unable to agree on a reduced amount of compensation and scope of services necessitated due to a reduction in revenues or other funding sources for this Agreement as described in Section 5.2(C) above, Grantee shall be paid for non-cancelable, allowable expenditures incurred in the performance of authorized services under

this Agreement prior to the effective date of termination which shall be the date stated in the written termination notice provided to Grantee. Any refunds due the Department shall be submitted in accordance with the provisions of Section 5.3(B) hereof.

For Cause If the Department determines that the Grantee has failed to comply with any of the covenants, terms, conditions or provisions of this Agreement, or any other application, proposal or grant award executed by the Department and the Grantee, including any applicable rules or regulations, or has made a false representation or warranty in connection with the receipt of the grant, the Department may terminate this Agreement in whole or in part at any time before the expiration date of this Agreement. The Department shall notify the Grantee in writing of the reasons for the termination and the effective date of the termination. Grantee shall not incur any costs after the effective date of the termination. Payments made to the Grantee or recovery by the Department shall be in accord with the legal rights and liabilities of the parties.

In the event of termination for cause, Grantee shall also be subject to any other applicable provisions specified elsewhere in this Agreement.

Termination for cause may render the Grantee ineligible for consideration for future grants from the Department for a period not to exceed two (2) years.

- (3) **For Convenience** The Grantee acknowledges that this grant was made by the Department based on its determination that the activities to be funded under this Agreement are in furtherance of either the Department's statutory requirements or its program objectives. The Grantee further acknowledges that the Department may unilaterally terminate this Agreement based on its good faith determination that the continued expenditure of Grant Funds under this Agreement is no longer in furtherance of said statutory requirements or program objectives. Termination for convenience shall be effective upon delivery of notice to Grantee pursuant to Section 5.10(F) hereof. The Grantee shall not incur new obligations after the effective date of the termination, and shall cancel as many outstanding obligations as possible. The Department shall allow full credit to the Grantee for properly incurred expenditures made in connection with the Grant in accordance with the provisions of Part I (Budget) and Part II (Scope of Work). Grant refunds shall be submitted in accordance with the provisions of Section 5.3(B) hereof.

- B. **Suspension** If the Grantee fails to comply with the specific conditions and/or general terms and conditions of this Agreement, the Department may, upon written notice to the Grantee, suspend this Agreement, withhold further payments and prohibit the Grantee from incurring additional obligations of Grant Funds, pending corrective action by the Grantee or a decision to terminate this Agreement. The Department may determine to allow such necessary and proper costs, which the Grantee could not reasonably avoid during the period of suspension provided that the Department agrees that such costs were necessary and reasonable and incurred in accordance with the provisions of this Agreement.

5.6 **INDEMNIFICATION**

- A. **Non-Governmental Entities** The Grantee agrees to assume all risk of loss and to indemnify and hold the State, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments including costs, attorneys' and witnesses' fees, and expenses incident thereto, relating to bodily injuries to persons (including death) and for loss of, damage to, or destruction of real and/or tangible personal property (including property of the State) resulting from the negligence or misconduct of Grantee, its employees, agents, or subcontractors or subgrantees in the performance of this Agreement. Grantee shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction or damage to State property and shall, at the State's request and expense, furnish to the State reasonable assistance and cooperation including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the State in obtaining recovery.

The Grantee shall, at its expense, defend the State against all claims asserted by any person that anything provided by Grantee infringes a patent, copyright, trade secret or other intellectual property right and shall, without limitation, pay the costs, damages and attorneys' fees awarded against the State in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement.

- B. Governmental Entities In the event that the Grantee is a Governmental Entity, it will indemnify and hold harmless the Department as set out herein to the extent authorized by Federal and/or State constitutions(s) and/or laws.

5.7 MODIFICATION BY OPERATION OF LAW; BUDGET MODIFICATIONS; DISCRETIONARY MODIFICATIONS

- A. Modifications by Operation of Law This Agreement is subject to such modifications as the Department determines may be required by changes in Federal or State law or regulations applicable to this Agreement. Any such required modification shall be incorporated into and become part of this Agreement as if fully set forth herein. The Department shall timely notify the Grantee of any pending implementation of or proposed amendment to such regulations of which it has notice.
- B. Budget Modifications Grantee must expend the Grant Funds in accordance with the approved budget set forth in Part I hereof. If the Grantee determines that its expenditures for the grant term will vary from the amounts listed in the approved project budget it must submit a written request for approval from the Department prior to incurring the revised costs. Said request must give the reasons for and amounts of the revisions. If the Department approves the revised expenditures, it will provide the Grantee with a revised Project Budget incorporating the revisions. Grantee's failure to obtain written approval for anticipated budget revisions is a sufficient reason for the Department to disallow any costs not included in the original project budget and require a refund from the Grantee.

The Grantee may make a line item transfer up to the allowable variance percentage/amount of the total approved line item budget as specified in Part I Budget without prior written approval of the Department, subject to the following conditions:

- (1) Modifications Requiring Departmental Approval If the Grantee determines that its expenditures will vary from the approved budgeted line item amounts listed in Part I Budget by more than the allowable variance percentage/amount for any given line item expenditure, but will not exceed the total grant award, it shall submit a written request for approval from the Department prior to incurring the revised costs. Modification requests shall give the reasons for and amounts of the revisions. If the Department approves the revised expenditures, it will provide the Grantee with a revised project Part I Budget incorporating the revisions. Grantee's failure to obtain written approval for anticipated budget revisions shall be deemed sufficient for the Department to disallow any costs not included in the original project budget and require a refund from the Grantee.
 - (2) Discretionary Transfers Transfers between approved line items that do not exceed the allowable variance percentage/amount of the original approved budget line item may be made at the Grantee's discretion without the Department's approval. For purposes of the allowable discretionary transfer(s), the line item to which the transfer is made cannot be increased by more than the allowable variance percentage/amount of the original approved line item. Additionally, the allowable discretionary transfer does not apply to an Audit line item (if present). Any and all modifications to an existing Audit line item may only be made with the Department's prior written approval.
- C. Discretionary Modifications If either the Department or the Grantee wishes to modify the terms of this Agreement other than as set forth in Sections 5.7(A) and 5.7(B) above, written notice of the proposed

modification must be given to the other party. Modifications will only take effect when agreed to in writing by both the Department and the Grantee. However, if the Department notifies the Grantee in writing of a proposed modification, and the Grantee fails to respond to that notification, in writing, within thirty (30) days, the proposed modification will be deemed to have been approved by the Grantee. In making an objection to the proposed modification, the Grantee shall specify the reasons for the objection and the Department shall consider those objections when evaluating whether to follow through with the proposed modification. The Department's notice to the Grantee shall contain the Grantee name, Grant number, modification number, purpose of the revision and signature of the Department's Director.

- D. Unilateral Modifications The parties agree that the Department may unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by the Department for the sole purpose of increasing the Grantee's funding allocation as additional funds become available for the grant during the program year covered by the term of this Agreement. The parties further agree that the thirty (30) day period for objection described in Section 5.7(C) above does not apply to the unilateral modification authority described in Section 5.7(D).
- E. Management Waiver The parties agree that the Department may issue a waiver of specific requirements of this Agreement after the term of the Agreement has expired. These waivers are limited to requirements relating to the Grantee's compliance with existing audit requirements in the Agreement, retention of interest earned by the Grantee on Grant Funds, variances to budgetary line items, non-material changes to the Scope of Work in Part II, and any other non-material changes to specific grant terms that the Department determines are necessary to place the Grantee in administrative compliance with the terms of this Agreement. A management waiver issued after the term of the Agreement has expired will supersede the original requirements of this Agreement that would normally require a modification of this Agreement to be executed. The Department will make no modifications of this Agreement not agreed to prior to the expiration of the Agreement beyond what is specifically set forth in this section.
- F. Term Extensions The Grantee acknowledges that all Grant Funds must be expended or legally obligated during the grant term set forth in the Notice of Grant Award. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 et. seq.), no grant term may be extend beyond a two-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed in reimbursement of costs previously incurred by the grantee.

5.8 CONFLICT OF INTEREST; INTEREST OF PUBLIC OFFICIALS/ EMPLOYEES; BONUS/COMMISSION PROHIBITED; HIRING OF STATE EMPLOYEES PROHIBITED; DUE DILIGENCE IN EXPENDITURE OF GRANT FUNDS

- A. Conflict of Interest A conflict of interest exists if a Grantee's officers, directors, agents, employees and family members use their position for a purpose that is, or gives the appearance of, being motivated by a desire for a private gain, financial or nonfinancial, for themselves or others, particularly those with whom they have family business or other ties. The Grantee must establish safeguards to prohibit such a conflict of interest from occurring. Safeguards, evidenced by rules or bylaws, shall also be established to prohibit persons from engaging in actions, which create or which appear to create a conflict of interest as described herein.

The Grantee must immediately notify the Department in writing of any actual or potential conflicts of interest, as well as any actions that create or which appear to create a conflict of interest.

- B. Interest of Public Officials/Employees

- (1) Governmental Entity If the Grantee is a governmental entity, the Grantee certifies that no conflict of interest as defined in Section 5.8A exists. Further, Grantee certifies that no officer or employee of the Grantee and no member of its governing body and no other public official of the locality in which the program objectives will be carried out who exercises any functions or responsibilities in

the review or approval of the undertaking or carrying out of such objectives shall participate in any decision relating to any contract negotiated under a program grant which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested, or has any financial interest, direct or indirect, in such contract or in the work to be performed under such contract.

- (2) Nongovernmental Entity If the Grantee is a nongovernmental entity, the Grantee certifies that no conflict of interest as defined in Section 5.8A exists. If such a conflict or appearance thereof exists or arises, the Grantee must provide immediate notification to the Department as provided in Section 5.8A. The Department may, in its discretion, issue Grant Funds if it determines that appropriate safeguards are in place and that it is in the best interest of the State to proceed.

Violations of Section 5.8 may result in suspension or termination of this Agreement, and recovery of Grant Funds provided hereunder. Violators may also be criminally liable under other applicable State or Federal laws and subject to actions up to and including felony prosecution.

- C. Bonus or Commission Prohibited The Grantee shall not pay any bonus or commission for the purpose of obtaining the grant awarded under this Agreement.
- D. Hiring State Employees Prohibited No State officer or employee may be hired to perform services under this Agreement, or be paid with Grant Funds derived directly or indirectly through this grant without the written approval of the Department.

5.9 APPLICABLE STATUTES

- A. Grantee Responsibility All applicable Federal, State and local laws, rules and regulations governing the performance required by Grantee shall apply to this Agreement and will be deemed to be included in this Agreement the same as though written herein in full. Grantee is responsible for ensuring compliance with all applicable laws, rules and regulations, including, but not limited to those specifically referenced herein. Except where expressly required by applicable laws and regulations, the Department shall not be responsible for monitoring Grantee's compliance.
- B. Land Trust/Beneficial Interest Disclosure Act (765 ILCS 405/2.1) No grant award Grant Funds shall be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land, which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with the Department identifying each beneficiary of the land trust by name and address and defining such interest therein.
- C. Historic Preservation Act (20 ILCS 3420/1 et seq.) The Grantee will not expend Grant Funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois Historic Preservation Agency.
- D. State of Illinois Discrimination Laws (775 ILCS 5/1-101 et seq.) In carrying out the performance required under this Agreement, the Grantee shall comply with all applicable provisions of the Illinois Human Rights Act, and rules and regulations promulgated by the Illinois Department of Human Rights, prohibiting unlawful discrimination in employment. Grantee's failure to comply with all applicable provisions of the Illinois Human Rights Act, or applicable rules and regulations promulgated thereunder, may result in a determination that Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
- E. Drugfree Workplace Act (30 ILCS 580/1 et seq.) Grantee will make the certification required in this Agreement and will comply with all of the provisions of the Drugfree Workplace Act that are

applicable to the Grantee. False certification or violation of the requirements of the Drugfree Workplace Act may result in sanctions including, but not limited to, suspension of grant payments, termination of this Agreement and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

- F. Freedom of Information Act (5 ILCS 140/1 et seq.) Applications, programmatic reports and other information obtained by the Department under this Agreement shall be administered pursuant to the Freedom of Information Act.
- G. Prevailing Wage Act (820 ILCS 130/0.01 et seq.) All projects for the construction of fixed works which are financed in whole or in part with Grant Funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01) unless the provisions of that Act exempt its application. In the construction of the project, the Grantee shall comply with the requirements of the Prevailing Wage Act, including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the project shall be paid to all laborers, workers and mechanics performing work under the contract and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.
- H. Victims Economic Security and Safety Act (820 ILCS 180 et seq.) If the Grantee has 50 or more employees, it may not discharge or discriminate against an employee who is a victim of domestic violence, or who has a family or household member who is a victim of domestic violence, for taking up to a total of twelve (12) work weeks of leave from work during any twelve month period to address the domestic violence, pursuant to the Victims Economic Security and Safety Act. The Grantee is not required to provide paid leave under the Victims Economic Security and Safety Act, but may not suspend group health plan benefits during the leave period. Any failure on behalf of the Grantee to comply with all applicable provisions of the Victims Economic Security and Safety Act, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by Statute or regulation.
- I. Equal Pay Act of 2003 (820 ILCS 112 et seq.) If the Grantee has four or more employees, it is prohibited by the Equal Pay Act of 2003 from paying unequal wages to men and women for doing the same or substantially similar work. Further, the Grantee is prohibited by the Equal Pay Act of 2003 from remedying violations of the Act by reducing the wages of other employees or discriminating against any employee exercising his/her rights under this Act. Any failure on behalf of the Grantee to comply with all applicable provisions of the Equal Pay Act of 2003, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by Statute or regulation.
- J. Steel Products Procurement Act (30 ILCS 565 et seq.) The grantee, if applicable, hereby certifies that any steel products used or supplied in accordance with this grant for a public works project shall be manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565 et seq.).
- K. Use of Illinois Labor for Public Works Projects (20 ILCS 605/605-390; 30 ILCS 570/0.01) The Grantee shall provide the Department with documentation certifying that at least fifty percent (50%) of the total labor hours performed to complete the project described in Part II were performed by actual residents of the State of Illinois, in those cases where the project meets the statutory definition of a state construction project in 20 ILCS 605/605-390. In periods of excessive unemployment the Grantee shall also provide the Department with documentation certifying that it has caused to be employed at

least 90% Illinois laborers on the project described in Part II, in those cases where the project meets the statutory definition of a public works project or improvement in 30 ILCS 570/0.01 et seq.

- L. Minorities, Females, and Persons with Disabilities Act and Illinois Human Rights Act (30 ILCS 575/0.01; 775 ILCS 5/2-105) The Grantee acknowledges and hereby certifies compliance with the provisions of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, and the equal employment practices of Section 2-105 of the Illinois Human Rights Act for the provision of services which are directly related to the Scope of Work to be performed under this Agreement.
- M. Identity Protection Act (5 ILCS/179 et. seq.) and Personal Information Protection Act (815 ILCS 530 et. seq.) The Department of Commerce and Economic Opportunity (DCEO) is committed to protecting the privacy of its vendors, grantees and beneficiaries of programs and services. At times, DCEO will request social security numbers (SSNs) or other personal identifying information. Federal and state laws, rules and regulations require the collection of this information for certain purposes relating to employment and/or payments for goods and services, including, but not limited to, grants. DCEO also collects confidential information for oversight and monitoring purposes.

Furnishing personal identity information, such as a social security number, is voluntary; however, failure to provide required personal identity information may prevent an individual or organization from using the services/benefits provided by DCEO as a result of state or federal laws, rules and regulations.

5.10 MISCELLANEOUS PROVISIONS

- A. Independence of Grantee Personnel All technical, clerical, and other personnel necessary for the performance required by this Agreement shall be employed by or contracted with Grantee, and shall in all respects be subject to the rules and regulations of Grantee governing its employees. Neither Grantee nor its personnel shall be considered to be the agents or employees of the Department.
- B. Grantor Authority The Department and its payroll employees, when acting pursuant to this Agreement, are acting as State officials in their official capacity and not personally or as the agents of others.
- C. Governing Law This Grant is awarded in the State of Illinois for execution within the State of Illinois. This Agreement shall be governed by and construed according to Illinois law.
- D. Worker's Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes The Grantee shall provide Worker's Compensation insurance where the same is required and shall accept full responsibility for the payment of unemployment insurance, premiums for Workers' Compensation, Social Security and retirement and health insurance benefits, as well as all income tax deduction and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement.
- E. Delivery of Grantee Payments Payment to the Grantee under this Agreement shall be made payable in the name of the Grantee and sent to the person and place specified in the Notice of Grant Award. The Grantee may change the person to whom payments are sent, or the place to which payments are sent by written notice to the Department signed by the Grantee, that complies with the requirements of Section 5.10(F) below. No such change or payment notice shall be binding upon the Department until ten (10) business days after actual receipt.
- F. Notice Any notice, demand, or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth in the Notice of Grant Award by any of the following means: (a) personal service, (b) electronic communication, whether by telex, telegram or telecopy, (c) overnight courier, or (d) registered or certified first class mail, postage prepaid, return receipt requested. Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means,

respectively. Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received five (5) business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

The Grantee acknowledges and agrees that its address set forth in the Notice of Grant Award is its current address and shall be considered its last known address for purposes of receiving any and all notice(s) required under this Agreement. The Grantee further acknowledges and agrees that the Department is justified in relying upon the address information furnished to it by the Grantee in absence of notice to the contrary. The Grantee also acknowledges and agrees that it has the burden of notifying the Department of its current/last known address. In the event that the Grantee changes its current address, it shall contact its Program Manager and notify him/her of said change of address and a formal modification will be executed.

- G. Required Notice Grantee agrees to give prompt notice to the Department of any event that may materially affect the performance required under this Agreement. Any notice or approval relating to Section 5.5 (Termination), Section 5.7C (Discretionary Modifications), Section 5.7E (Waivers), and Section 5.10I (Assignment) must be executed by the Director of the Department or her/his authorized designee.
- H. Modifications A modification of any condition of this Agreement must be requested in writing. No modification of any condition of this Agreement may be effective unless in writing from and signed by the Director of the Department.
- I. Assignment The benefits of this Agreement and the rights, duties and responsibilities of the Grantee under this Agreement may not be assigned (in whole or in part) except with the express written approval of the Department acting through its Director. Any assignment by the Grantee in violation of this provision renders this Agreement voidable by the Department.
- J. Severability Clause If any provision under this Agreement or its application to any person or circumstances is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision or its application of this Agreement, which can be given effect without the invalid provision or application.
- K. Integration Clause This Agreement, with attachments, as written, is the full and complete agreement between the parties and there are no oral agreements or understandings between the parties other than what has been reduced to writing herein.
- L. Comptroller Filing Notice The Grantee expressly understands that whenever applicable, a copy of this Agreement and any modification, cancellation or renewal is required to be filed by the Department with the State Comptroller.
- M. Subcontract and Grants The Grantee's services, duties and responsibilities specified herein shall not be subcontracted or subgranted by the Grantee without prior written approval of the Department, unless such subcontracts or subgrants are provided for elsewhere in this Agreement. Any subcontracts or subgrants shall be subject to, and conform with, all applicable State and Federal laws, and shall specifically provide that subcontractors or subgrantees are subject to all of the terms and conditions of this Agreement. For the Department to approve the use of any subcontract or subgrant, the Grantee must employ an open, impartial and reasonably competitive selection process.
- N. Attorney Fees and Costs If the Department is the prevailing party in any proceeding to enforce the terms of this Agreement, the Department has the right to recover reasonable attorney fees, costs and expenses associated with recovering the Grant Funds.

**PART VI
STATE OF ILLINOIS REQUIRED
CERTIFICATIONS**

The Grantee makes the following certifications as a condition of this Agreement. These certifications are required by State statute and are in addition to any certifications required by any Federal funding source as set forth in this Agreement. Grantee's execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

6.1 COMPLIANCE WITH APPLICABLE LAW

The Grantee certifies that it shall comply with all applicable provisions of Federal, State and local law in the performance of its obligations pursuant to this Agreement.

6.2 CONFLICT OF INTEREST

The Grantee certifies that it has no public or private interest, direct or indirect, and shall not acquire directly or indirectly any such interest which does or may conflict in any manner with the performance of Grantee's services and obligations under this Agreement.

6.3 BID-RIGGING/BID-ROTATING

The Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33 E-3 and 5/33 E-4).

6.4 DEFAULT ON EDUCATIONAL LOAN

The Grantee certifies that this Agreement is not in violation of the Educational Loan Default Act (5 ILCS 385/3) prohibiting certain contracts to individuals who are in default on an educational loan.

6.5 AMERICANS WITH DISABILITIES ACT

The Americans with Disabilities Act (ADA) (42 U.S.C. 12101 et. seq.) and the regulations thereunder (28 CFR 35.130) prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this grant, the Grantee certifies that services, programs and activities provided under this Agreement are, and will continue to be, in compliance with the ADA.

6.6 DRUGFREE WORKPLACE ACT

The Grantee certifies that:

- A) It is a Corporation, Partnership, or other entity (other than an individual) **with 24 or fewer employees** at the time of execution of this Agreement.
- B) That the purpose of this grant is to fund solid waste reduction.
- C) It is a Corporation, Partnership, or other entity (other than an individual) **with 25 or more employees** at the time of execution of this Agreement, or
- D) That it is an individual.

If Option "A" or "B" is checked this Agreement is not subject to the requirements of the Act.

If Option "C" or "D" is checked and the amount of this grant is five thousand dollars (\$5,000.00) or more, the Grantee is notified that the Drugfree Workplace Act (30 ILCS 580/1 et seq.) is applicable to this Agreement, and the Grantee must comply with the terms of said Act, as set forth below:

Grantee will provide a drugfree workplace by:

- (a) Publishing a statement:
 - (i) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Grantee's workplace.
 - (ii) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (iii) Notifying the employee that, as a condition of employment on such grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (i) the dangers of drug abuse in the workplace;
 - (ii) the Grantee's policy of maintaining a drug free workplace;
 - (iii) any available drug counseling, rehabilitation and employee assistance programs; and
 - (iv) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the granting agency within ten (10) days after receiving notice, under part (B) of paragraph (iii) of subsection (a) above, from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in, a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 of the Drugfree Workplace Act, 30 ILCS 580/5.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation are required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drugfree workplace through implementation of the Drugfree Workplace Act, 30 ILCS 580/5.

If Grantee is an individual, it certifies that it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this Agreement.

6.7 ANTI-BRIBERY

The Grantee certifies that neither it nor its employees have been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois, nor has Grantee or any of its employees made an admission

of guilt of such conduct which is a matter of record as defined in the Illinois Procurement Code (30 ILCS 500/50-5).

6.8 DISCRIMINATION/ILLINOIS HUMAN RIGHTS ACT

The Grantee certifies (i) that it will not commit unlawful discrimination in employment in Illinois as that term is defined in Article 2 of said Act; (ii) that it will comply with the provisions of Article 5 of the Act regarding equal employment opportunities and affirmative action; and, (iii) that it will comply with policies and procedures established by the Department of Human Rights under Article 7 of the Act regarding equal employment opportunities and affirmative action.

The Grantee further certifies that, if applicable, it will comply with "An Act to prohibit discrimination and intimidation on account of race, creed, color, sex, religion, physical or mental handicap unrelated to ability or national origin in employment under contracts for public buildings or public works." (775 ILCS 10/0.01 et seq.)

6.9 SEXUAL HARASSMENT

The Grantee certifies that it has written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act (775 ILCS 5/2-105 (B)(5)). A copy of the policies shall be provided to the Department upon request.

6.10 INTERNATIONAL ANTI-BOYCOTT CERTIFICATION

The Grantee hereby certifies that neither the Grantee nor any substantially owned affiliate company of the Grantee is participating or will participate in an international boycott, as defined by the provisions of the U.S. Export Administration Act of 1979, or as defined by the regulations of the U.S. Department of Commerce, promulgated pursuant to that Act (30 ILCS 582/1 et seq.).

6.11 FEDERAL, STATE AND LOCAL LAWS; TAX LIABILITIES; STATE AGENCY DELINQUENCIES

The Grantee is required to comply with all federal, state and local laws, including but not limited to the filing of any and all applicable tax returns. In the event that a Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Department shall disburse Grant Funds only if the Grantee enters into an installment payment agreement with said tax authority and remains in good standing therewith. Grantee is required to tender a copy of any such installment payment agreement to the Department. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. **The execution of this Agreement by the Grantee is its certification that (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.**

6.12 PROHIBITION OF GOODS DERIVED FROM CHILD LABOR

The Grantee certifies, in accordance with Public Act 94-0264, that no foreign-made equipment, materials, or supplies furnished to the State in connection with this Agreement have been produced in whole or in part by the labor of any child under the age of 12.

6.13 PREVAILING WAGE

The Grantee acknowledges that receipt of Grant Funds under this Agreement require compliance with the Prevailing Wage Act (820 ILCS 130 et. seq.). Persons willfully failing to comply with, or willfully violating this Act may be in violation of the Criminal Code. Questions concerning compliance with the Prevailing Wage Act should be directed to the Illinois Department of Labor.

6.14 LIEN WAIVERS

The Grantee shall monitor construction to assure that necessary contractor's affidavits and waivers of mechanics liens are obtained prior to release of Grant Funds to contractors and subcontractors.

6.15 INTERAGENCY WETLAND POLICY ACT

The Grantee certifies that the proposed project is compatible with established state policy regarding wetlands, pursuant to the Interagency Wetland Policy Act of 1989. The Grantee acknowledges that the Illinois Department of Natural Resources may, from time to time, monitor the proposed project to ensure continued compliance with the aforementioned Act. In the event that the project does not remain in compliance with the Act, such noncompliance shall constitute a breach of the Agreement, and failure to cure the breach within sixty (60) days after notice thereof will result in the termination of this Agreement.


AGENDA ITEM

G-2 5-21-12

Village of Carol Stream

Interdepartmental Memo

TO: Joseph Breinig, Village Manager

FROM: James Knudsen, Director of Engineering Services 

DATE: May 15, 2012

RE: Southwest Water Main Extension Project – Reimbursement to Carol Stream Park District

The Village approved the First Amendment to the Annexation Agreement with Carol Stream Park District for the Southwest Corridor (McCaslin Park) on September 6, 2011, Ordinance No. 2011-09-27. This Agreement provided for the reimbursement to the Park District for the construction of a portion of the Village's Southwest Water Main Extension Project. The initial estimated cost was \$110,000.

On November 8, 2011 the Village received notification of an invoice for \$90,746.70 for reimbursement to the Park District. Although this was significantly less than the initial estimate it included additional costs for trench backfill material that was not part of the plans, specifications or contract and wasn't inspected. Subsequent invoice requests had not removed those costs. The Park District provided us with a corrected invoice on May 3, 2012.

Staff has reviewed the invoice and recommends payment to the Carol Stream Park District in the amount of \$83,135.45 as reimbursement for the partial construction of the Southwest Water Main Extension Project. Upon receipt of the final waivers of lien and a bill of sale this portion of the water main will be brought back to the Board for acceptance of public improvements.

Cc: Jon Batek, Finance Director
Phil Modaff, Director of Public Works
William N. Cleveland, Assistant Village Engineer

Neri Brothers Construction, Inc

Construction Costs -

McCasin Park Water Main - Install October 2011

Village of Carol Stream Portion Only

No.	Item	Original Quantity	Measured		Contract	
			Quantity*	Unit	Unit Price	Extension
1	12" Ductile Iron Pipe	518	532	LF	\$ 68.10	\$ 36,229.20
2	12" Non-Pressure Connection	1	1	EA	\$ 3,250.00	\$ 3,250.00
3	12" 45 Bend	3	2	EA	\$ 3,950.00	\$ 7,900.00
4	12" 22.5 Bend	0	1	EA	\$ 3,250.00	\$ 3,250.00
5	12" x 6" Tee	2	2	EA	\$ 4,250.00	\$ 8,500.00
6	12" x 8" Tee	1	1	EA	\$ 4,250.00	\$ 4,250.00
7	8" to 3" Reducer	1	1	EA	\$ 2,250.00	\$ 2,250.00
8	3" Plug	1	0	EA	\$ 950.00	\$ -
9	12" Gate Valve in Vault	1	1	EA	\$ 3,750.00	\$ 3,750.00
10	Fire Hydrant	2	2	EA	\$ 3,450.00	\$ 6,900.00
11	12" Plug	1	1	EA	\$ 850.00	\$ 850.00
12	Trench Backfill	518	0	LF	\$ 25.00	\$ -
13	Silt Fence	630	630	LF	\$ 2.25	\$ 1,417.50
14	Restoration	775	555	SY	\$ 10.25	\$ 5,688.75
						\$ 84,236.45

\$ 2150.00


*Items measured by Village Rep Jesse and CM Bryan Hammond on 10/18/2011 (except restoration) * \$ 83,135.45

* Amount approved by Tim Khudsen via email 4.25.2012

Village of Carol Stream

Interdepartmental Memo

TO: Joseph Breinig, Village Manager

FROM: William N. Cleveland, Assistant Village Engineer 

DATE: May 15, 2012

RE: Supplemental Agreement for Construction Engineering Services –
Fair Oaks Road LAPP

In February of this year, the Phase III Construction Services Contract for the Fair Oaks Road paving project was awarded to TranSystems Corporation in the amount of \$31,270.41. This amount was \$21,729.59 (41%) under the budget of \$53,000.00; the cost is shared between the Wayne Township Road District (WTRD) and the Village at a 47/53% split respectively.

It was noted after the contract was awarded that this type of roadway, (with stone shoulders and ditch line) requires before and after cross section surveys to determine excavation quantities. All of our previous Federally Funded LAPP projects involved curb and gutter so that a post construction survey was not needed.

TranSystems has submitted an amendment in the amount of \$8,353.53 to complete this extra work. The new Construction Services Agreement amount is now \$39,623.94, which is still \$13,376.06 (25%) under budget. The split for the extra cost is estimated at \$3,926.16 WTRD and \$4,427.37 Village, and the increased amount is within the \$97,000 engineering costs specified in the Inter-Governmental Agreement between the Village and WTRD.

Engineering staff therefore recommends that the Supplemental Agreement for Construction Engineering Services with TranSystems Corporation for the Fair Oaks Road LAPP project be approved in the amount not to exceed \$8,353.53.

Cc: James Knudsen, Director of Engineering Services
Jon Batek, Finance Director
James Ludman, Engineering Inspector



TranSystems

1475 East Woodfield Road
Suite 600
Schaumburg, IL 60173-5058
Tel 847.605.9600
Fax 847.605.9610

www.transystems.com

Mr. James Knudsen
Director of Engineering Services
Village of Carol Stream
500 North Gary Avenue
Carol Stream, IL 60188



Reference: Supplemental Agreement for Construction Engineering Services
Fair Oaks (FAU 2542) Road LAPP Improvements
North Avenue to Army Trail Road (Project)
LAPP Program

Dear Mr. Knudsen:

TranSystems is pleased to submit this proposal to provide professional consulting services for the Village on the above referenced Project.

The attached details the additional services TranSystems has been requested to perform by the Village in connection with the Project and the pricing at which TranSystems proposes to perform these services. If the proposal outlined is acceptable, TranSystems would request that you indicate your acceptance of this proposal by executing the agreement which is attached.

Very truly yours,

TranSystems Corporation

A handwritten signature in black ink that reads "Todd S. Bright".

Todd S. Bright, P.E.
Vice President

AMENDMENT AGREEMENT

The Professional Consulting Services Agreement for the Fair Oaks Road Resurfacing dated the 21st day of February, 2012 entered into between TranSystems Corporation as Consultant and the Village of Carol Stream as Owner, for good and valuable consideration including the promises and agreements set forth hereafter is hereby amended, modified, and revised as follows:

1. Amend the Scope of Services to include construction services for construction cross section survey of the project to meet IDOT project documentation requirements. This additional work was requested by the Village of Carol Stream.
2. The cost of this work will be invoiced based on actual time and material expended to date in the amount of \$8,353.53 as detailed in Exhibit A.

All other terms and conditions of said original agreement identified hereinabove that are not expressly amended, modified, and or revised by this Amendment Agreement, shall remain unchanged and in full force and effect.

The undersigned being the authorized representatives of the contracting parties identified herein, have executed this Amendment Agreement to make it binding upon the parties hereto effective this _____ day of _____ 2012.

VILLAGE OF CAROL STREAM

By: _____

TRANSYSTEMS CORPORATION

By: Yvonne D. Bright
Vice President

TranSystems

Fair Oaks Road LAPP Improvements
North Avenue to Army Trail Road
Village of Carol Stream

April 12, 2012

Direct Cost Summary
Exhibit A

<u>Pre- and Post Construction Cross Section Survey</u>		<u>Outside</u>
		<u>Direct Cost</u>
1.) Vehicle Expense	5 days x \$ 45.00 /day	\$ 225.00
	Item Total	\$ 225.00

AGENDA ITEM

I-1 5-21-12

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 hereinafter described; and

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

WHEREAS, it has been determined by the Mayor and Board of Trustees of the Village of Carol Stream to declare and dispose of 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 POWERS, as follows:

SECTION 1: That the Mayor and Board of Trustees of the Village of Carol Stream find that the following personal property from the Police Department:

2000 Buick	1G4HP54K5YU288248
2002 Saturn	1G8ZH5281Z146786
1989 Mercury	2MEBM74F7KX614020

and the following personal property from Public Works:

1) Miscellaneous Radios from vehicles:

<u>MAKE</u>	<u>MODEL</u>	<u>SERIAL</u>
KENWOOD	TK-701S	8060227
KENWOOD	TK-720	30400264
KENWOOD	TK-730	71100137
KENWOOD	TK-730	60900028
KENWOOD	TK-720	21100143
KENWOOD	TK-730	50100136
KENWOOD	TK-720	0100098
KENWOOD	TK-720	1010266
KENWOOD	TK-701S	7060101
KENWOOD	TK-760H	11000485
MOTOROLA	D33JAA3000AK	610FLC0267
KENWOOD	TK-730	71200082
KENWOOD	TK-720	60104
KENWOOD	TK-730	60600064
KENWOOD	KSP-1	9080037

- 2) 30 Miscellaneous Tire Chains that cannot be used on our roadways.
- 3) Honeywell Air Compressor Model #WP231G2P1COE
- 4) Wacker 2" Water Pump Serial#5039080
- 5) XMark Walk Behind Mower #561 Model #48-14K-5
- 6) Stone Rammers Compactor #555 Model #SMR 3211
- 7) Parker Lawn Vacuum #550
- 8) Pryco-In Day Tank Model #PY25
- 9) Miscellaneous Salt Spreaders and Salt Spinners
- 10) 1997 GMC 3500 HD (Truck #64) VIN #1GDKC34F9VJ510134
- 11) 2001 Ford F250 HD (Truck #69) VIN #1FTNX21L11EX83406
- 12) Truck #17 VIN #1FDNF21L51EX83407

now owned by the Village of Carol Stream, is no longer useful and authorize its disposal by auction.

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 21st DAY OF MAY, 2012.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

Village of Carol Stream

Interdepartmental Memo

TO: Joe Breinig, Village Manager

**REVIEWED AND
APPROVED BY:** Chief Kevin Orr 

FROM: Sgt. Tom Miller

DATE: 5/15/2012

RE: Surplus vehicles for auction

Request to declare the below listed vehicles awarded to Village as surplus for sale via the Insurance Auto Auction.

The seized vehicles below have been awarded to the Village via seizure laws of the Illinois Compiled Statutes. I would like the vehicles declared as surplus so they can go to auction.

- | | | |
|----|--------------|-------------------|
| 1) | 2000 Buick | 1G4HP54K5YU288248 |
| 2) | 2002 Saturn | 1G8ZH5281Z146786 |
| 3) | 1989 Mercury | 2MEBM74F7KX614020 |

Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: Matthew R York, Assistant Director of Public Works **MRY**
DATE: May 16, 2012
RE: Surplus Equipment for Sale or Scrap

The Public Works Department has identified several items to be declared surplus:

- 1) Miscellaneous Radios from vehicles. All radios are obsolete and will be recycled.

MAKE	MODEL	SERIAL
KENWOOD	TK-701S	8060227
KENWOOD	TK-720	30400264
KENWOOD	TK-730	71100137
KENWOOD	TK-730	60900028
KENWOOD	TK-720	21100143
KENWOOD	TK-730	50100136
KENWOOD	TK-720	0100098
KENWOOD	TK-720	1010266
KENWOOD	TK-701S	7060101
KENWOOD	TK-760H	11000485
MOTOROLA	D33JAA3000AK	610FLC0267
KENWOOD	TK-730	71200082
KENWOOD	TK-720	60104
KENWOOD	TK-730	60600064
KENWOOD	KSP-1	9080037

- 2) 30 Miscellaneous Tire Chains that cannot be used on our roadways. These chains will be sold as scrap.
- 3) Honeywell Air Compressor Model #WP231G2P1COE
This compressor has missing parts and inoperable. This piece will be sold as scrap.
- 4) Wacker 2" Water Pump Serial#5039080
This water pump is leaking and inoperable. It will be sold as scrap.
- 5) XMark Walk Behind Mower #561 Model #48-14K-5
This piece of equipment is no longer used within our mowing program. This piece of equipment will either be sold or scrapped.

- 6) Stone Rammers Compactor #555 Model #SMR 3211
This is a jackhammer compactor used by our Streets Division for concrete, asphalt, and rock compression. This piece of equipment is unrepairable, and shall be scrapped.
- 7) Parker Lawn Vacuum #550
This piece of equipment was purchased for use at the Town Center. Due to our reduction of responsibilities at Town Center, this equipment has become surplus. It will be sold or scrapped.
- 8) Pryco-In Day Tank Model #PY25
This equipment was removed during the rehabilitation of Well #2. This day fuel tank was hooked to the generator, which has been removed, so the tank is obsolete. It will be scrapped.
- 9) Miscellaneous Salt Spreaders and Salt Spinners
There are 3 Salt Spreader pan and 5 salt spinners that are for vehicles that we no longer have in our fleet and which will not fit our current equipment. These will be sold or scrapped.
- 10) 1997 GMC 3500 HD (Truck #64) VIN #1GDKC34F9VJ510134
This vehicle has been utilized as our chipper truck and small brine truck for the last several years. It has 30,199 miles. It was replaced in the fleet at the end of FY 2012 by a new F550. This truck has major electrical that causes the vehicle to die during driving. These problems are due to corrosion within the electrical lines. There is also significant rust throughout the vehicle. It will be sold at auction "as-is".
- 11) 2001 Ford F250 HD (Truck #69) VIN #1FTNX21L11EX83406
This vehicle has been utilized by our lawn mowing crews. It was phased out with the purchase of the 2 new Crew Cabs this year. It has 67,673, but has developed an oil leak which has been captured within the cooling system. The Oil Cooler is faulty would need to be replaced. Mechanics are not sure that is would solve the problem of the leak into the cooling system. It will be sold at auction "as-is".
- 12) Truck #17 VIN #1FDNF21L51EX83407
This vehicle has been used by the Water and Sewer Division. Due to its high mileage (119,794) and the mounting repair costs, it has set idle since the 1st of February. It will be sold at auction "as-is"

Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: Jamie Grant, Secretary *JG*
DATE: May 15, 2012
RE: ***Raffle License Request***
Village of Carol Stream - Concert for the Troops

The Village of Carol Stream is hosting their 3rd annual "Concert for the Troops" on Thursday, July 12, 2012 at the Ross Ferraro Town Center starring Bad Medicine. Attendees are asked to bring items for care packages being sent to our troops in Afghanistan and Iraq.

In connection with this event, the Village is requesting approval to hold a raffle of donated items to raise funds to cover the cost of shipping the care packages and also a split-the-pot raffle.

The Village has submitted a Raffle License Application and is asking for a waiver of the raffle license fee as well as the raffle manager's fidelity bond. The application is available in the Clerk's office for the Board's review.

Please place this on the agenda for the May 21, 2012 Board Meeting for the Board's review and approval. Thank you.

jg

Concert for the Troops

Thu., July 12th @ 6 pm

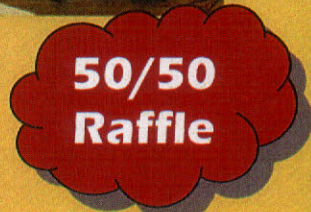
Ferraro Town Ctr.- Gary & Lies

Starring **Bad Medicine**

BON ♦ JOVI
TRIBUTE



**Troop Care Package Items
to be collected include:**



- | | |
|---|----------------------------------|
| Peanut Butter (28 oz. Plastic Jar) | Beef Jerky, Slim Jims |
| Powdered Creamer Packs | Nasal Spray |
| Jelly (32 oz. or less Plastic Jar) | Cold Drink Mix Packets |
| Canned Fruit (20 oz. or less) | Pain Relievers |
| Canned Nuts (20 oz. or less) | Bottles/Rolls of Antacids |



Saverino & Associates, Inc.



AGENDA ITEM

J-2 5-21-12

Village of Carol Stream Interdepartmental Memo

DATE: May 16, 2012
TO: Joseph E. Breinig, Village Manager
FROM: Christopher Oakley, Asst. to the Village Manager *CMO*
RE: Participation on the DuPage County Hazard Mitigation Workgroup

In 2006, the Village joined the DuPage County Hazardous Mitigation Workgroup to participate in the development of a multi-jurisdictional Hazardous Mitigation Plan (HMP) that addresses the most likely natural disaster threats to DuPage County communities that included Severe Winter and Summer Storms, Tornadoes, Flooding, Extreme Heat Events as well as Earthquakes. Federal law requires jurisdictions to have a FEMA approved Hazardous Mitigation Plan on file in order to be able to apply for Hazard Mitigation Program Grants (HMPG), Pre-Disaster Mitigation Program Grants (PDM) as well as Flood Mitigation Assistance grants (FMA).

In October of 2007, the Village Board adopted the initial DuPage County Hazardous Mitigation Plan that was approved by FEMA. An approved HMP is valid for a 3 year period after which a revised plan must be submitted and approved before the current plan's expiration. Our inclusion in this multijurisdictional planning effort has reaped substantial benefits to the community that included our participation in the FEMA Flood Plain Buyout program, funding assistance for the Klein Creek Flood Control Project as well as Hurricane Ike funding that qualified the Village to secure grant funds to repair the damaged Thunderbird Creek Bridge deck.

To this end, I recommend the Village continue our participation on the DuPage County Hazardous Mitigation Workgroup to draft a plan update that when approved will qualify the Village for funding assistance from 2013-15. I have attached the memo inviting our participation and announcing the reconvening of the Hazardous Mitigation Workgroup.




DuPage County Office of Homeland Security and Emergency Management

Norman A. Sturm, Jr., Director
William P. Babyar, Deputy Director

Memo

To: All DuPage County Municipalities and Townships

From: David Bunge , Emergency Management Coordinator – DuPage County Office of Homeland Security and Emergency Management (OHSEM)

Date: May 7, 2012

Re: DuPage County Natural Hazard Mitigation Plan Update

Municipal Partners,

The DuPage County Natural Hazard Mitigation Plan serves as the core document identifying how DuPage County jurisdictions will work to prevent or lessen the effects of natural disasters. Traditionally, municipalities within DuPage County have adopted the County's plan rather than developing their own. The current County Plan will expire and is due for revision by January 2013.

Jurisdictions are ***strongly encouraged*** to participate with the County in this planning process and adopt the county plan. Jurisdictions who do not adopt the county plan are responsible to develop their own plan to address natural hazards in their community.

Local governments are required to develop a hazard mitigation plan as a condition for receiving certain types of non-emergency disaster assistance such the Hazard Mitigation Grant Program (HMPG).

To assist in the plan update, DuPage County OHSEM is applying for grant funding through the Pre-Disaster Mitigation Grant Program. Prior to submitting our application, DuPage County OHSEM is required to obtain a *Statement of Intent* from each jurisdiction who will be involved in the planning process.

If you are interested in participating in the DuPage County Natural Hazard Mitigation Plan, please complete the *Statement of Intent Form* and return to David Bunge by June 15, 2012. The document must be signed by either the Mayor or Village Manager to confirm your participation.

Attachments: *Statement of Intent letter template*

Statement of Intent in Multi-Hazard Mitigation Planning

Village of Carol Stream

As a potential participant in the Hazard Mitigation Assistance Program, the **Village of Carol Stream**, Illinois hereby states their interest in participating in the multi-jurisdictional DuPage County Multi-Hazard Mitigation Plan.

After FEMA funding approval and during the planning implementation, the **Village of Carol Stream**, Illinois agrees to participate in the hazard mitigation planning process.

As signed, we understand this is a voluntary program and our participation may benefit our jurisdiction by identifying hazards and prioritizing potential projects to mitigate the effects of natural hazards.

Name (printed)

Title

Signature of Authorized Representative

Date

Return Instructions for "Statement of Intent in Multi Hazard Mitigation Planning" Document

Village of Carol Stream
 Schedule of Bills
 For Village Board Approval on May 21, 2012

AGENDA ITEM
K-1 5-21-12

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
ACTIVE EXCAVATING & WRECKING INC					
EMERG SEWER TELEV 180 KEHOE	462.50	04101500-52244	MAINTENANCE & REPAIR	8515	
	462.50				
ADT SECURITY SERVICES INC					
ALARM SYSTEM-KUHN RD	38.25	04200100-52234	DUES & SUBSCRIPTIONS	67226981	
ALARM SYSTEM-PWC	38.25	01670400-52234	DUES & SUBSCRIPTIONS	67227023	
ALRM SERV WTR TRMNT	38.25	04100100-52234	DUES & SUBSCRIPTIONS	67227087	
FARM HS ALRM 4/1-6/30	36.00	01650100-52230	TELEPHONE	67227017	
TWN CTR ALRM 4/1-6/30	36.00	01650100-52230	TELEPHONE	67227018	
	186.75				
ADVANCED ROOFING					
RPR GARAGE & SALT DME	206.15	01670400-52244	MAINTENANCE & REPAIR	7954	
	206.15				
AIR 1 WIRELESS -CS					
PHONE BATTERY & CASE	59.98	01620100-52230	TELEPHONE	DPCCSIN362	
	59.98				
AIRGAS SAFETY INC					
RETURN	-22.80	01696200-53317	OPERATING SUPPLIES	105566946	
SUPPLIES-WIRE	15.30	01696200-53317	OPERATING SUPPLIES	211408-01	
SUPPLIES-WIRE	57.94	01696200-53317	OPERATING SUPPLIES	206416-00	
	50.44				
ALANIZ LAWCARE INC					
NORTH AV,CO FRM,SCHM, ARMY TR GARY MAR/	2,771.10	01670400-52272	PROPERTY MAINTENANCE	4445	
VLG HL, TWN CTR, DAYL PRK MTC MAR/12	531.00	01680000-52244	MAINTENANCE & REPAIR	4444	
	3,302.10				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on May 21, 2012**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
ALPHA BUILDING MAINTENANCE SERVICE INC					
JAN SRV PWKS 4/12	480.00	01670100-52276	JANITORIAL SERVICES	12755 VCS	
JAN SRV VLG HL 4/12	950.00	01680000-52276	JANITORIAL SERVICES	12755 VCS	
	1,430.00				
AMERICAN COURIER SVC					
DELIVERY UB INSERT	57.50	01621900-53317	OPERATING SUPPLIES	302	
	57.50				
AMERICAN FIRST AID					
1ST AID SUPPLIES	8.92	01670100-53317	OPERATING SUPPLIES	116711	
RE-STOCK SUPPLIES	74.15	01650100-53317	OPERATING SUPPLIES	135344	
	83.07				
AMERICAN MESSAGING					
SERV FOR APRL/12	5.30	01660100-52243	PAGING	U1113407MD	
SERV FOR APRL/12	5.30	01662600-52243	PAGING	U1113407MD	
SERV FOR APRL/12	5.30	01690100-52264	EQUIPMENT RENTAL	U1113407MD	
SERV FOR APRL/12	5.30	04201600-52243	PAGING	U1113407MD	
SERV FOR APRL/12	15.89	01662500-52243	PAGING	U1113407MD	
SERV FOR APRL/12	42.35	01670100-52243	PAGING	U1113407MD	
	79.44				
ANDY FRAIN SERVICES					
CROSSING GUARD SRV APRIL/2012	12,663.12	01662300-52105	CROSSING GUARDS	160229	
	12,663.12				
APPLIED CONCEPTS INC					
NEW RADAR	1,399.00	01662700-54412	OTHER EQUIPMENT	S140501-1	
NEW RADARS	6,995.00	01662700-54412	OTHER EQUIPMENT	S140502	
	8,394.00				

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ARAMARK UNIFORMS					
WRK SHIRTS LESCHER	128.69	01680000-53324	UNIFORMS	14730790	
	128.69				
AREA BLACK SOIL INC					
BLACK DIRT FOR RESTORATION 7 YDS 4/23	84.00	01670700-53317	OPERATING SUPPLIES	8336	
	84.00				
ARGUS HAZCO					
VARIOUS MAINT PARTS	401.12	04101500-52244	MAINTENANCE & REPAIR	06003270	
	401.12				
AUTO TRUCK GROUP					
627 LED STROBES	600.00	01662700-53350	SMALL EQUIPMENT EXPENSE	1068004	
627 UPFIT LABOR	3,240.00	01662700-52212	AUTO MAINTENANCE & REPAIR	1068004	
EQUIPMENT CONSOLE	725.00	01662700-53350	SMALL EQUIPMENT EXPENSE	1068004	
LAPTOP STANDS	300.00	01662700-54412	OTHER EQUIPMENT	1068004	
LIGHT CONTROLLER	50.00	01662700-53350	SMALL EQUIPMENT EXPENSE	1068004	
LIGHTBAR	1,858.00	01662700-54412	OTHER EQUIPMENT	1068004	
PARTITION	1,000.00	01662700-54412	OTHER EQUIPMENT	1068004	
SIDE MARKER LIGHTS	67.00	01662700-53350	SMALL EQUIPMENT EXPENSE	1068004	
	7,840.00				
B & F TECHNICAL CODE					
PLAN REVWS 124 WINDSOR PK	1,943.11	01643700-52253	CONSULTANT	34920	
SPRINKLER PLAN REVW 910 N GARY AVE	708.34	01643700-52253	CONSULTANT	34922	
WET CHEM PLAN REVW 180 KEHOE	200.00	01643700-52253	CONSULTANT	34916	
WET CHEMICAL REVIEW 355 KEHOE	200.00	01643700-52253	CONSULTANT	34946	
APRIL/2012 INSPECTIONS	1,718.40	01643700-52253	CONSULTANT	34864	
	4,769.85				

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BARN OWL FEED & GARDEN CENTER					
GRASS MIX	114.50	01670500-53317	OPERATING SUPPLIES	120989	
GRASS SEED FOR EXCAV.	107.82	04201600-53317	OPERATING SUPPLIES	122439	
	<u>222.32</u>				
BATTERY SERVICE CORPORATION					
BATTERY	52.80	01696200-53354	PARTS PURCHASED	219670	
BATTERY	76.50	01696200-53354	PARTS PURCHASED	220376	
	<u>129.30</u>				
BHFX DIGITAL IMAGING					
PLOTTER SRV CALL	292.50	01620100-52226	OFFICE EQUIPMENT MAINTENANCE	080271	
	<u>292.50</u>				
BRACING SYSTEMS					
BOOTS	19.95	04201600-53324	UNIFORMS	185823-1	
CONCRETE TOOLS	225.90	01670500-53316	TOOLS	185932-1	
MARKING PAINT	82.80	01621300-53317	OPERATING SUPPLIES	185111-1	
MARKING PAINT	82.80	01621300-53317	OPERATING SUPPLIES	186262-1	
RUBBER BOOTS-SMITH	24.95	04201600-53324	UNIFORMS	185118-001	
	<u>436.40</u>				
BUCK BROS INC					
LOCKING COLFY	273.04	01696200-53354	PARTS PURCHASED	01322858	
PARTS-BELTS/SPINDLES	987.71	01696200-53354	PARTS PURCHASED	323769	
PARTS-WHEEL	123.24	01696200-53354	PARTS PURCHASED	323768	
SWITCH/GRIP/KEY	81.76	01696200-53354	PARTS PURCHASED	01322857	
	<u>1,465.75</u>				

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C S CHAMBER OF COMMERCE					
CHAMBER LUNCH B GLEES	25.00	01643600-52222	MEETINGS	139812	
CHAMBER LUNCH BATEK	25.00	01610100-52222	MEETINGS	139816	
CHAMBER LUNCH BREINIG	25.00	01590000-52222	MEETINGS	139810	
CHAMBER LUNCH HOFFMAN	25.00	01660100-52222	MEETINGS	139817	
CHAMBER LUNCH KNUDSEN	25.00	01620100-52222	MEETINGS	139811	
CHAMBER LUNCH MELLOR	25.00	01590000-52222	MEETINGS	139815	
CHAMBER LUNCH OAKLEY	25.00	01650100-52222	MEETINGS	139814	
CHAMBER LUNCH REBHOLZ	25.00	01600000-52222	MEETINGS	139813	
CHAMBER LUNCH SAILER	25.00	01660100-52222	MEETINGS	139818	
	225.00				
C S PARK DISTRICT					
REIM PORTION OF SW WATER MAIN EXT MCCAS	83,135.45	04201600-54480	CONSTRUCTION	201205020317	
	83,135.45				
CAROL STREAM LAWN & POWER					
CYCLE MIX 4 FUEL	305.00	01670500-53317	OPERATING SUPPLIES	296574	
GAS CANS	79.04	01670400-53317	OPERATING SUPPLIES	296195	
REACHERS 4 CREW	83.80	01670500-53317	OPERATING SUPPLIES	298613	
REACHERS-4 CUT CREW	116.70	01670500-53317	OPERATING SUPPLIES	296308	
REPAIR KIT	53.96	01696200-53354	PARTS PURCHASED	296314	
SLICK	45.98	01696200-53354	PARTS PURCHASED	296452	
WEED EATER STRING	25.00	01670400-53317	OPERATING SUPPLIES	296427	
	709.48				

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CARQUEST AUTO PARTS					
AIR FILTERS	13.40	01696200-53354	PARTS PURCHASED	2420-235937	
BRAKE ROTOR/PAD	90.72	01696200-53354	PARTS PURCHASED	2420-234580	
CAPSULE	11.16	01696200-53354	PARTS PURCHASED	2420-235355	
CREDIT	-20.74	01696200-53354	PARTS PURCHASED	3/1/12CR	
FAST FIT GLV BLACK	29.90	01696200-53317	OPERATING SUPPLIES	2420-234634	
FILTERS	35.51	01696200-53354	PARTS PURCHASED	2420-237289	
FUSE	14.72	01696200-53354	PARTS PURCHASED	2420-236519	
GAS CAP	5.78	01696200-53354	PARTS PURCHASED	2420-237363	
GASKETS	-9.35	01696200-53354	PARTS PURCHASED	2420-236523	
GREASE CAP	9.44	01696200-53354	PARTS PURCHASED	2420-235790	
IDLER ARM ASSEMBLY	70.33	01696200-53354	PARTS PURCHASED	2420-237145	
INFLATOR/DGT GAUGE	49.41	01696200-53317	OPERATING SUPPLIES	2420-236210	
OIL FILTER	3.65	01696200-53354	PARTS PURCHASED	2420-237414	
OIL FILTER	5.02	01696200-53354	PARTS PURCHASED	2420-235179	
OIL FILTER	7.06	01696200-53354	PARTS PURCHASED	2420-237043	
PLASTIC SQUEEGEE	5.93	01696200-53317	OPERATING SUPPLIES	2420-237520	
PRESSURE KIT/SENSOR	54.52	01696200-53354	PARTS PURCHASED	2420-235318	
RTN INFLATOR	-52.91	01696200-53354	PARTS PURCHASED	2420-236256	
SENSOR	87.98	01696200-53354	PARTS PURCHASED	2420-235482	
SPARK PLUG	5.31	01696200-53354	PARTS PURCHASED	2420-236504	
SPARK PLUG	14.06	01696200-53354	PARTS PURCHASED	2420-235228	
SWAY BAR LINK	46.78	01696200-53354	PARTS PURCHASED	2420-234613	
TIE ROD END OUTER	114.56	01696200-53354	PARTS PURCHASED	2420-237048	
TRANS FILTER	7.85	01696200-53354	PARTS PURCHASED	2420-235863	
TRANS FILTER	15.67	01696200-53354	PARTS PURCHASED	2420-236216	
TURN ROTORS	34.00	01696200-53354	PARTS PURCHASED	2420-236142	
VARIOUS PARTS	480.22	01696200-53354	PARTS PURCHASED	2420-236438	
	1,129.98				

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CDW GOVERNMENT INC					
MISC-SUPPORT WIN 7	165.35	01652800-53317	OPERATING SUPPLIES	1585733	
	<u>165.35</u>				
CHEM CARE INC					
ROLL/HAND TOWELS	445.00	01670100-53317	OPERATING SUPPLIES	30173	
	<u>445.00</u>				
CHICAGO MICRO					
MEMORY UPGRADES	761.36	01652800-54412	OTHER EQUIPMENT	45106	
MONITOR-LOBBY	950.41	01652800-54412	OTHER EQUIPMENT	44843	
SCANNER-FINANCE	1,545.00	01612900-53350	SMALL EQUIPMENT EXPENSE	43463	
	<u>3,256.77</u>				
CHICAGO PARTS AND SOUND					
CALIPER ASY	100.48	01696200-53354	PARTS PURCHASED	445963	
INJECTOR ASY	22.24	01696200-53354	PARTS PURCHASED	444299	
PAD/ROTOR ASY/SEAL	330.24	01696200-53354	PARTS PURCHASED	445619	
PADS/ROTOR ASY	507.82	01696200-53354	PARTS PURCHASED	446350	
	<u>960.78</u>				
CHRISTOPHER B BURKE ENGR LTD					
CENTRL PRK WEEK CONTRL 4/1-4/28 2012	285.00	01621300-52253	CONSULTANT	105814	
PRO SERV'S CAPUTO'S 4/1-4/28 2012	2,043.50	01621900-52253	CONSULTANT	105812	
WEED CONTRL CENTRL PRK 4/1 - 4/28 2012	902.13	01621300-52253	CONSULTANT	105813	
	<u>3,230.63</u>				
CITY LIMITS CLEANING SYSTEMS INC					
FLEET BRITE HD	274.45	01670100-53317	OPERATING SUPPLIES	2046	
	<u>274.45</u>				

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CLARK BAIRD SMITH LLP					
APRIL LABOR COUNSEL	708.75	01570000-52238	LEGAL FEES	12768 MAY 4 2012	
	<u>708.75</u>				
COMCAST CABLE					
HIGH SPEED INTERNET MAY 2012	76.90	01652800-52234	DUES & SUBSCRIPTIONS	8771201800010112/MAY	
HIGH SPEED INTERNET APRIL/12	27.10	01652800-52234	DUES & SUBSCRIPTIONS	8771201800010112	
	<u>104.00</u>				
COMED					
SERV FRM 03/28 - 4/26 2012	199.45	06320000-52248	ELECTRICITY	0815164035APRL/12	
SRVS 3/23/12-4/23/12	16.51	01670600-52248	ELECTRICITY	1865134015 APR 12	
	<u>215.96</u>				
CORPORATE PROMOTIONS INC					
GAUG/SHWR TMR EARTH DY	1,938.89	01750000-52291	MISC EVENTS/ACTIVITIES	10812	
	<u>1,938.89</u>				
CROSSROADS INC					
CONCRETE MIX	345.63	06320000-53338	CONCRETE	12095	
	<u>345.63</u>				
DAHME MECHANICAL INDUSTRIES					
WRC CHLORINE PROJECT THRU 4/30/12	-6,363.00	04-21243	RETAINAGE DAHME	PAY APPL #2 0143	
WRC CHLORINE PROJECT THRU 4/30/12	63,630.00	04101100-54480	CONSTRUCTION	PAY APPL #2 0143	
	<u>57,267.00</u>				

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DAILY HERALD					
ANNUAL BUDGET ADOPTN	55.20	01580000-52240	PUBLIC NOTICES/INFORMATION	T4295454	
CASE # 12075	59.80	01530000-52240	PUBLIC NOTICES/INFORMATION	T4297066	
CASE # 12087	59.80	01530000-52240	PUBLIC NOTICES/INFORMATION	T4297065	
CASE # 12088	58.65	01530000-52240	PUBLIC NOTICES/INFORMATION	T4297068	
CASE #12089	66.70	01530000-52240	PUBLIC NOTICES/INFORMATION	T4297070	
CHAMBER OF COM 7/12	995.00	01520000-52240	PUBLIC NOTICES/INFORMATION	73860	
	<u>1,295.15</u>				
DAVID G BAKER					
VLG BOARD MTG TELECAST 5/7/12	105.00	01650100-52253	CONSULTANT	050712	
	<u>105.00</u>				
DELUXE TOWING					
TOW-FORD CROWN VIC	115.00	01696200-53353	OUTSOURCING SERVICES	75616	
	<u>115.00</u>				
DIRECTECH SOLUTIONS INC					
RAM UPGRADES-WIN 7	1,467.40	01652800-52255	SOFTWARE MAINTENANCE	0139711 IN	
	<u>1,467.40</u>				
DISCOVERY BENEFITS					
MAY FLEX ADMIN FEES	220.00	01600000-52273	EMPLOYEE SERVICES	307579	
	<u>220.00</u>				
DU COMM					
QTRLY SHR MAY THRU JULY 2012	144,398.00	01662700-52245	GENERAL COMMUNICATIONS	14607	
	<u>144,398.00</u>				
DUPAGE COUNTY ANIMAL CARE & CONTROL					
ANIMAL CARE FEB/12	300.00	01662700-52249	ANIMAL CONTROL	320-18250	
	<u>300.00</u>				

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DUPAGE COUNTY RECORDER					
FILING OF WEED LIEN 457 SILVERLEAF	8.00	01580000-52233	RECORDING FEES	20120410 0287	
	<u>8.00</u>				
DUPAGE JUVENILE OFFICERS ASSOCIATION					
LALLY, NICKLES, RUDELICH, CASTRO	80.00	01662400-52234	DUES & SUBSCRIPTIONS	7/12 THR 6/13 DUES	
	<u>80.00</u>				
DUPAGE RIVER SALT CREEK WRKGRP					
DUES FOR 3/2012-2/2013	10,018.00	01620100-52272	PROPERTY MAINTENANCE	MEMBSHIP DUES	
	<u>10,018.00</u>				
EBHI LIQUIDATING TRUST					
CLOTH ALLOW - K GEORG	305.70	01662400-53324	UNIFORMS	0054705	
	<u>305.70</u>				
ELECTRICAL CONTRACTORS INC					
FRONT GATE REPAIR	203.00	01670400-52244	MAINTENANCE & REPAIR	57412	
	<u>203.00</u>				
EMINENT LIFESTYLE					
CLOTH ALLOW - WALKER	37.05	01664700-53324	UNIFORMS	14748	
	<u>37.05</u>				
EXELON ENERGY INC					
SERV FRM 3/22 - 4/19 2012	1,529.35	06320000-52248	ELECTRICITY	200214600220	
	<u>1,529.35</u>				
FEDEX					
TRAFF SAFETY CHALLNG	5.38	01662300-53317	OPERATING SUPPLIES	78050122901	
TRAFF SAFETY CHALLNG	12.74	01662300-53317	OPERATING SUPPLIES	78050122901A	28
	<u>18.12</u>				

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FEECE OIL CO					
GREASE	23.18	01696200-53317	OPERATING SUPPLIES	1203959	
	<u>23.18</u>				
FIFTH THIRD BANK					
CARQUEST CC3/21	-3.72	01696200-53354	PARTS PURCHASED	YORK 3/21CR	
D MYERS 3/21	-600.00	01670100-53314	OFFICE SUPPLIES	D MYERS 3/21	
D MYERS 3/21	-225.86	01670100-53314	OFFICE SUPPLIES	D MYERS 3/21	
D MYERS 3/21	-74.40	01670100-53314	OFFICE SUPPLIES	D MYERS 3/21	
D MYERS 3/21	-52.50	01670100-53314	OFFICE SUPPLIES	D MYERS 3/21	
D MYERS 3/21	-32.06	01670100-53314	OFFICE SUPPLIES	D MYERS 3/21	
FLEET CC3/21	-1,589.16	01670100-54415	VEHICLES	YORK 3/21CR	
FLEET CC3/21	-130.26	01696200-53354	PARTS PURCHASED	YORK 3/21CR	
HOME DEP, CARQUEST	-56.28	01670200-53317	OPERATING SUPPLIES	PAGLIA 3/21	
HOME DEPOT 3/12 CC RU	-39.46	01680000-53319	MAINTENANCE SUPPLIES	J RUP 3/21CR	
LIBERTY RCYL CC3/21	-118.34	01696200-53317	OPERATING SUPPLIES	YORK 3/21CR	
WHOLESALE CC3/21	-205.22	01696200-53317	OPERATING SUPPLIES	YORK 3/21CR	
	<u>-3,127.26</u>				
FLOLO CORPORATION					
MAINT. FOR MARCH 2012	300.00	04201600-52244	MAINTENANCE & REPAIR	089027	
	<u>300.00</u>				
FLOOD BROTHERS DISPOSAL					
YARD WASTE STICKERS 5/7/12	2,000.00	01-14120	YARD WASTE STICKERS	2610176	
YARD WASTE STICKERS 3/27/12	1,000.00	01-14120	YARD WASTE STICKERS	2559629	
YARD WASTE STICKERS 4/13/12	1,000.00	01-14120	YARD WASTE STICKERS	2587607	
	<u>4,000.00</u>				

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FULL LIFE SAFETY CENTER					
GLOVES 4/19/12	9.87	01670100-53317	OPERATING SUPPLIES	18594 & 595	
GLOVES 4/19/12	67.80	01696200-53324	UNIFORMS	18594 & 595	
GLOVES 4/19/12	135.72	04201600-53324	UNIFORMS	18594 & 595	
GLOVES 4/19/12	248.60	01670100-53324	UNIFORMS	18594 & 595	
	461.99				
GANDER MOUNTAIN #284					
CLOTH ALLOW-RUDELICH	45.98	01664700-53324	UNIFORMS	553235	
	45.98				
GLENDALE PARADE STORE LLC					
GLOVES- HONOR GUARD	103.00	01660100-53324	UNIFORMS	H434488	
	103.00				
GORDON FLESCH COMPANY INC					
COPIER 2/28-3/28 MTC	137.99	01662600-52226	OFFICE EQUIPMENT MAINTENANCE	IGA491	
	137.99				
GOVTEMPSUSA LLC					
DAVID TRAIS 4/29/12	1,038.40	01622200-52253	CONSULTANT	1146787	
DAVID TRAIS 4/22/12	1,038.40	01622200-52253	CONSULTANT	1146786	
	2,076.80				
GRAPHIC III PAPER					
NCR PAPER	465.90	01662700-53317	OPERATING SUPPLIES	411824	
	465.90				

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GREEN TEE LAWN CARE					
BRD LEAF MTC 4/05 TC	346.00	01680000-52244	MAINTENANCE & REPAIR	391411	
BRD LF MTC VLG HL	55.00	01680000-52244	MAINTENANCE & REPAIR	391406	
TREE/SHRUB MTC 3/30VH	90.00	01680000-52244	MAINTENANCE & REPAIR	385359	
WEED CNTRL DY LILY4/5	71.00	01680000-52244	MAINTENANCE & REPAIR	391405	
WEED PREVENT-NORTH AV	902.00	01670400-52272	PROPERTY MAINTENANCE	391401	
WEED PREVENTION	600.00	01670400-52272	PROPERTY MAINTENANCE	391421	
WEED PREVENTION-LIES	396.00	01670400-52272	PROPERTY MAINTENANCE	391410	
	2,460.00				
HD SUPPLY WATERWORKS					
CHEYENNE SEWER REPAIR	117.00	04101500-53317	OPERATING SUPPLIES	4698201	
HY REPAIR PARTS	569.60	04201600-53317	OPERATING SUPPLIES	4658944	
REFUND	-295.39	01670600-53317	OPERATING SUPPLIES	3842673CR	
REPLACEMENT PARTS	615.70	04201600-53317	OPERATING SUPPLIES	4661746	
SCREW VB RISER	180.00	04201600-53317	OPERATING SUPPLIES	4589667	
STEM	15.00	04201600-53317	OPERATING SUPPLIES	4547113	
UPR VLV PLATE 5.2	139.48	04201600-53317	OPERATING SUPPLIES	4659208	
	1,341.39				
HOLSTEIN'S GARAGE					
INSPECTION	29.00	01696200-53353	OUTSOURCING SERVICES	4047	
INSPECTION	29.00	01696200-53353	OUTSOURCING SERVICES	4049	
INSPECTIONS	116.00	01696200-53353	OUTSOURCING SERVICES	4048	
INSPECTIONS	145.00	01696200-53353	OUTSOURCING SERVICES	4088	
	319.00				

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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>
HOME DEPOT					
BLADES/GAS/BULBS/WIRE	44.50	04201600-53317	OPERATING SUPPLIES	0203539	
CAULK & WEED KILLER	31.88	04201600-53317	OPERATING SUPPLIES	303019	
DEHUMIDIFIER-KUHN RD	261.98	04201600-53317	OPERATING SUPPLIES	0174144	
DRY ERASE LETTERS	3.96	01660100-53317	OPERATING SUPPLIES	9946955	
DUCT TAPE FOR NATO	75.60	01660100-53317	OPERATING SUPPLIES	0247197	
GLOVES 3/27/12	9.88	01670100-53324	UNIFORMS	9935735	
GLOVES, BLADES, BATTERY	117.73	04201600-53317	OPERATING SUPPLIES	0207019	
PAINT&TORCH FOR WELL2	57.85	04201600-53317	OPERATING SUPPLIES	5724711	
PLIERS 3/27/12	15.94	01670400-53316	TOOLS	9935735	
PRO FIRE EXTINGUISHER	49.97	01680000-53319	MAINTENANCE SUPPLIES	0277640	
QUICKRETE FOR REPAIRS	47.52	01670600-53317	OPERATING SUPPLIES	0190041	
RADAR TILE	3.38	01670400-53317	OPERATING SUPPLIES	0514075	
RESPIRATOR	24.97	04201600-53317	OPERATING SUPPLIES	0286039	
SUPPL SEWER RPR	12.95	04101500-53317	OPERATING SUPPLIES	0212845	
TIME DELAY CARTRIDGE	10.97	01670400-53317	OPERATING SUPPLIES	72336	
	769.08				
HOSTMONSTER INC					
DOMAIN HOSTING SERVICE	250.20	01652800-52255	SOFTWARE MAINTENANCE	5289596	
	250.20				
HOTELS-MASTERCARD					
EBY CONF HOTEL	88.48	01664700-52223	TRAINING	41014417867A	
EBY-CONF HOTEL NICP	265.44	01664700-52223	TRAINING	410144178672	
HOTEL FOR CASTRO/DARE	1,218.84	01664700-52223	TRAINING	85252196	
MUNIS TRAINING-WYDRA	26.82	01612900-52223	TRAINING	823072	
MUNIS TRAINING-WYDRA	666.96	01612900-52223	TRAINING	409276451978	
	2,266.54				

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HOVING CLEAN SWEEP LLC					
STREET SWEEPING 5/7/12	8,085.00	01670600-52272	PROPERTY MAINTENANCE	5823	
	<u>8,085.00</u>				
ICCI					
TRAINING	79.00	01643700-52223	TRAINING	20012007	
	<u>79.00</u>				
IGFOA					
REPR HEALTHCR 5/24	30.00	01610100-52223	TRAINING	4890520	
	<u>30.00</u>				
IRMA					
APRIL MONTHLY DEDUCTIBLE	2,181.28	01650100-52215	INSURANCE DEDUCTIBLES	11504	
APRIL OPTIONAL DEDUCTIBLE	10,768.47	01650100-52215	INSURANCE DEDUCTIBLES	11552	
OVERPYMT 171 TUBEWAY DR CLAIM	124.00	01650100-52215	INSURANCE DEDUCTIBLES	157674-01	
	<u>13,073.75</u>				
IDENTI-KIT SOLUTIONS					
SOFTWARE MTC CREDIT	-408.00	01662400-52255	SOFTWARE MAINTENANCE	101614CR	
	<u>-408.00</u>				
ILL ASSN OF PROPERTY & EVIDENCE MGRS					
BOOK/CD TRNG DUMOULIN	45.00	01662400-52223	TRAINING		PROP EVID BK
	<u>45.00</u>				
ILLINOIS CITY COUNTY MANAGEMENT ASSN					
ILCMA MTG BREINIG	45.00	01590000-52223	TRAINING	7023082	
ILCMA MTG REBHOLZ	45.00	01600000-52223	TRAINING	7023082	
	<u>90.00</u>				
ILLINOIS JUVENILE OFFICERS ASSN					
REGIS FEE FOR IJOA CONF 6/12-15 2012	150.00	01664700-52223	TRAINING		PABLO CASTRO
	<u>150.00</u>				

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ILLINOIS PAPER COMPANY					
COPY PAPER	3,780.00	01650100-52231	COPY EXPENSE	627179	
	<u>3,780.00</u>				
ILLINOIS SECRETARY OF STATE					
NOTARY COMM RENEWAL EXP'S 12/9/12	10.00	01612900-53317	OPERATING SUPPLIES	MARGARET MOFFET	
	<u>10.00</u>				
ILLINOIS STATE POLICE					
C S LIQUOR COMMISSION LIVESCAN	500.00	01660100-53317	OPERATING SUPPLIES	APRIL 2012 LIVESCAN	
	<u>500.00</u>				
ILLINOIS TACTICAL OFFICERS ASSN					
CLASS FOR DAN BALLERI 3/23/12	135.00	01662700-52223	TRAINING	3338	
	<u>135.00</u>				
INTERNET PURCHASE MASTERCARD					
5 GAL DIESEL CAN	65.92	01670400-53317	OPERATING SUPPLIES	108317	
CHAIN SAW HELMET SYS	46.75	01670700-53317	OPERATING SUPPLIES	7871405	
HEADBAND EAR MUFFS	86.77	01670400-53317	OPERATING SUPPLIES	418645	
PEDESTRIAN BRIDG BK	72.00	01622200-53318	REFERENCE MATERIALS	00070490	
TYPEWRITER RIBBON	25.15	01620100-53314	OFFICE SUPPLIES	6699443	
VACUUM BREAKERS	23.06	04201600-53317	OPERATING SUPPLIES	8596	
WEBINAR 5/8/12	48.00	01643600-52222	MEETINGS	2058-6703-54	
	<u>367.65</u>				
J C PENNY					
SHORTS STRK,NOWRL,GUN	177.00	04201600-53324	UNIFORMS	0442	
	<u>177.00</u>				
JACKSON HIRSH INC					
LAMINATE	82.14	01660100-53317	OPERATING SUPPLIES	0828981	
	<u>82.14</u>				

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JAMESON LANDSCAPING SERVICES INC					
MTC 4/23/12 VARIOUS STR'S VLG	3,500.00	01670400-52272	PROPERTY MAINTENANCE	4000	
	<u>3,500.00</u>				
JC SCHULTZ ENTERPRIZE INC					
US & IL FLAGS	305.14	01680000-53319	MAINTENANCE SUPPLIES	266484	
	<u>305.14</u>				
JEWEL-OSCO					
CPA - FOOD	21.96	01664776-53325	COMMUNITY RELATIONS	0046312	
FOOD SRGT INTERV	53.19	01510000-52228	PERSONNEL HIRING	276 4/11/12	
	<u>75.15</u>				
KANE, MCKENNA AND ASSOCIATES INC					
NRTH/SCHMALE TIF DIST 4/16-4/30 2012	950.00	22490000-52253	CONSULTANT	11058	
	<u>950.00</u>				
KARA COMPANY INC					
5 CASEBOUND FIELD BKS	36.50	01621300-53317	OPERATING SUPPLIES	1655	
	<u>36.50</u>				
KOHL'S					
CLOTH ALLOW-RUDELICH	41.59	01664700-53324	UNIFORMS	032200119469	
SHORTS-D MYERS	53.97	01696200-53324	UNIFORMS	881489517138	
	<u>95.56</u>				
LABOR RELATIONS INFORMATION SYSTEM					
SUBSCRIP-POLICE DEPT	150.00	01660100-52234	DUES & SUBSCRIPTIONS	2012/13	
	<u>150.00</u>				
LIVE VIEW GPS INC					
MONTHLY FEE APR 2012	79.90	01664700-53330	INVESTIGATION FUND	78540	
	<u>79.90</u>				

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LOWE'S HOME CENTERS					
CATCHBASIN REPAIR	4.80	04201600-53317	OPERATING SUPPLIES	08008	
FAN/ELECT POLICE	154.64	01662400-53317	OPERATING SUPPLIES	09863	
FILTER FOR TWN CTR	6.48	01680000-53319	MAINTENANCE SUPPLIES	07586	
PAINT FOR FOUNTAIN TC	31.98	01680000-53381	TC MAINTENANCE & SUPPLIES	08358	
PAINT FOR OFFICES	267.92	01662500-53317	OPERATING SUPPLIES	04874	
PAINTERS TAPE	18.71	01680000-53319	MAINTENANCE SUPPLIES	04894	
PARTS NEW VENT-PD	17.74	01660100-53317	OPERATING SUPPLIES	02089	
PRO FIRE EXTING-7	349.79	01680000-53319	MAINTENANCE SUPPLIES	09071	
SCREEN/WEED KLR TC	66.12	01680000-53381	TC MAINTENANCE & SUPPLIES	06700	
TC FOUNTAIN LIGHT RPR	16.74	01680000-53381	TC MAINTENANCE & SUPPLIES	06210	
	934.92				
MAILFINANCE					
LEASE 5/2012	422.44	01610100-52226	OFFICE EQUIPMENT MAINTENANCE	03205416	
	422.44				
MARSHALLS					
CLOTH ALLOW RUDELICH	50.98	01664700-53324	UNIFORMS	0711034463	
	50.98				
MARTIN IMPLEMENT SALES INC					
BLADE/COVER/SPINDLE	335.88	01696200-53354	PARTS PURCHASED	A18327	
BLADE/COVER/SPINDLE	361.07	01696200-53354	PARTS PURCHASED	A18279	
CREDIT	-361.07	01696200-53354	PARTS PURCHASED	A18326	
	335.88				
MEADE ELECTRIC COMPANY INC					
TRAFF SIGNL MTC 3/12	150.00	06320000-52244	MAINTENANCE & REPAIR	654511	
	150.00				

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MENARDS					
FLOOR MAT FOR EVID	29.99	01662400-53317	OPERATING SUPPLIES	081359	
	<u>29.99</u>				
MERRELL					
CLOTH ALLOW-RUDELICH	95.00	01664700-53324	UNIFORMS	079301967198	
	<u>95.00</u>				
MINUTEMAN PRESS					
ANNUAL BUDGET COVERS	234.20	01610100-53315	PRINTED MATERIALS	35093	
PATROL HANDBKS	276.66	01662700-53315	PRINTED MATERIALS	35420	
	<u>510.86</u>				
MONSTER.COM					
ADV REC CLK	273.00	01600000-52228	PERSONNEL HIRING	3168463	
	<u>273.00</u>				
MR SITCO					
WATER METER READS MAY 2012	1,636.50	04103100-52221	UTILITY BILL PROCESSING	201271	
WATER METER READS MAY 2012	1,636.50	04203100-52221	UTILITY BILL PROCESSING	201271	
	<u>3,273.00</u>				
N E M R T					
PASKEVICZ-JUV SPEC PR	75.00	01660100-52223	TRAINING	153476	
	<u>75.00</u>				
NATIONAL INSTITUTE O F CRIME PREVENTION					
EBY CPTD REGISTRATION	395.00	01664700-52223	TRAINING	APRL 17-19	
	<u>395.00</u>				
NATIONAL POWER RODDING CORPORATION					
EMERG REPR 180 KEHOE SEWER LINE	7,290.00	04101500-52244	MAINTENANCE & REPAIR	42774	
	<u>7,290.00</u>				

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NAVIANT INC					
MICRO MTC 2/12-3/13	200.00	01641700-52226	OFFICE EQUIPMENT MAINTENAN	0113672	
MICRO MTC 2/12-3/13	510.00	01643700-52226	OFFICE EQUIPMENT MAINTENAN	0113672	
	<u>710.00</u>				
NED V ZIZZO INC					
SHREDDER OIL	53.70	01662600-53314	OFFICE SUPPLIES	27726	
	<u>53.70</u>				
NEENAH FOUNDRY COMPANY					
NEW CURB INLET	210.00	01670600-53317	OPERATING SUPPLIES	751105	
	<u>210.00</u>				
NEOPOST LEASING					
POSTAGE FOR MAIL ROOM MACHINE	10,000.00	01610100-52229	POSTAGE	POSTG ON CALL	
	<u>10,000.00</u>				
NEXT GENERATION SCREEN PRINTING					
DARE SUPPLIES	249.25	01664765-53325	COMMUNITY RELATIONS	8790	
	<u>249.25</u>				
NICOR					
SERV FRM 3/27 - 4/27 2012	26.32	04101500-52277	HEATING GAS	14 30 94 7020 2APR12	
SRV 4/11/12-5/9/12	78.65	04101500-52277	HEATING GAS	86606011178 APR 12	
SRV 4/9/12-5/8/12	45.62	04201600-52277	HEATING GAS	13811210007 APR 12	
	<u>150.59</u>				
NIU OUTREACH					
SEMINAR-B MELLOR	40.00	01590000-52223	TRAINING	406332	
	<u>40.00</u>				
NMI					
VEH STK FEES APRL/12	10.00	01610100-52256	BANKING SERVICES	248148964	
	<u>10.00</u>				

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NORTH AMERICAN SALT COMPANY					
BULK SALT 4/11/12	16,107.60	06320000-53335	SALT	70821504	
	16,107.60				
NOTARIES ASSOCIATION OF ILL INC					
NOTARY COMM RNWL EXP'S 12/9/12	38.00	01612900-53317	OPERATING SUPPLIES	MARGARET A MOFFET	
	38.00				
OFFICE DEPOT					
5 DAILY REMINDERS	115.00	01620100-53317	OPERATING SUPPLIES	39114688	
ADM SUPPLIES	62.08	01650100-53314	OFFICE SUPPLIES	602585831	
CLERK SUPPLIES	11.70	01580000-53314	OFFICE SUPPLIES	602585831	
OFFICE SUPPLES	56.15	01643700-53314	OFFICE SUPPLIES	605425322	
OFFICE SUPPLIES	5.22	01643700-53314	OFFICE SUPPLIES	606102825	
OFFICE SUPPLIES	5.86	01643700-53314	OFFICE SUPPLIES	606015231	
OFFICE SUPPLIES	8.95	01643700-53314	OFFICE SUPPLIES	605430046	
OFFICE SUPPLIES	11.50	01610100-53314	OFFICE SUPPLIES	604223598001	
OFFICE SUPPLIES	26.02	01670100-53314	OFFICE SUPPLIES	603283628001	
OFFICE SUPPLIES	29.48	01643700-53314	OFFICE SUPPLIES	603075583	
OFFICE SUPPLIES	32.09	04203100-53314	OFFICE SUPPLIES	604223598001	
OFFICE SUPPLIES	43.74	01643700-53314	OFFICE SUPPLIES	605430045	
OFFICE SUPPLIES	49.23	01662600-53314	OFFICE SUPPLIES	603689465001	
OFFICE SUPPLIES	60.77	01643700-53314	OFFICE SUPPLIES	604230691	
OFFICE SUPPLIES	63.96	01612900-53314	OFFICE SUPPLIES	604223598001	
OFFICE SUPPLIES	89.47	01643700-53314	OFFICE SUPPLIES	602315120	
OFFICE SUPPLIES	315.76	01662600-53314	OFFICE SUPPLIES	605203942001	
OFFICE SUPPLIES	38.28	04200100-53314	OFFICE SUPPLIES	605113610001	
OFFICE SUPPLIES 3/19	24.74	04200100-53314	OFFICE SUPPLIES	602453195001	
OFFICE SUPPLIES 3/19	39.78	01670100-53314	OFFICE SUPPLIES	602453195001	
PORTABLE FILE BOX	18.48	01620100-53314	OFFICE SUPPLIES	39114688	
	1,108.26				

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OVERHEAD INC					
OPER.REPL-NORTH GARAGE	2,200.00	01670400-52244	MAINTENANCE & REPAIR	43167	
	<u>2,200.00</u>				
P & M MERCURY MECHANIC					
AIR COND MTC 3/2/12	222.00	01680000-52244	MAINTENANCE & REPAIR	65619	
REPR AIR COND VLG	348.99	01680000-52244	MAINTENANCE & REPAIR	65911	
	<u>570.99</u>				
PARVIA MARTING & CO					
PROF SERV APRIL 1 -APRIL 30 2012	1,077.71	01622200-52253	CONSULTANT	0012019	
	<u>1,077.71</u>				
PAUL REILLY COMPANY					
CREDIT-TAX	-23.53	01670400-53317	OPERATING SUPPLIES	8448	
	<u>-23.53</u>				
PLOTE CONSTRUCTION INC					
2012 FLEXIBLE PAVEMENT THRU 5/16/12	-69,361.78	11-21112	RETAINAGE - PLOTE	120120.01	
2012 FLEXIBLE PAVEMENT THRU 5/16/12	693,617.78	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	120120.01	
	<u>624,256.00</u>				
POMPS TIRE SERVICE					
TIRE	115.27	01696200-53354	PARTS PURCHASED	206332	
TIRES	160.22	01696200-53354	PARTS PURCHASED	197347	
TIRES	226.72	01696200-53354	PARTS PURCHASED	206315	
TIRES	319.48	01696200-53354	PARTS PURCHASED	221726	
TIRES	443.44	01696200-53354	PARTS PURCHASED	198482	
TIRES	774.28	01696200-53354	PARTS PURCHASED	197356	
	<u>2,039.41</u>				

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PORTER LEE CORPORATION					
BEAST LABEL/RIBBON	391.50	01662460-53317	OPERATING SUPPLIES	11509	
	<u>391.50</u>				
R3 ENVIROMENTAL MANAGEMENT INC					
WELL CHEMICAL DISPOS	2,230.00	04201600-52265	HAULING	9518	
	<u>2,230.00</u>				
RA MANCINI INC					
SOUTHWEST AREA WATERMAIN 5/2-5/16/12	-15,324.19	04-21244	RETAINAGE RA MANCINI	PAYMENT # 3	
SOUTHWEST AREA WATERMAIN 5/2-5/16/12	153,367.81	04201600-54480	CONSTRUCTION	PAYMENT # 3	
	<u>138,043.62</u>				
RADCO COMMUNICATIONS INC					
NEW SIREN SPEAKER	225.70	01662700-52212	AUTO MAINTENANCE & REPAIR	77681	
UNIT 673 SWITCH	136.67	01662700-52212	AUTO MAINTENANCE & REPAIR	77664	
	<u>362.37</u>				
RADIOSHACK					
SWITCH FIN SCANNER	49.98	01652800-53317	OPERATING SUPPLIES	034370	
	<u>49.98</u>				
RANDALL PRESSURE SYSTEMS INC					
PART-ELBOW	9.96	01696200-53354	PARTS PURCHASED	I-71064-0	
	<u>9.96</u>				

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RAY O'HERRON CO					
AMMUNITION	415.00	01662700-53321	AMMUNITION	0050984	
AMMUNITION	600.00	01662700-53321	AMMUNITION	0050988	
AMMUNITION	900.00	01662700-53321	AMMUNITION	0050986	
DUTY AMMO STATE BID	777.00	01662700-53321	AMMUNITION	0050985	
EBY	78.95	01664700-53324	UNIFORMS	0050238	
ESTRADA	179.90	01662700-53324	UNIFORMS	0050237	
HARRISON	233.75	01662700-53324	UNIFORMS	0050236	
HOFFMAN/MACE	160.00	01662700-53317	OPERATING SUPPLIES	0050235	
JUNGERS	9.95	01660100-53324	UNIFORMS	0050234	
RAINEY	102.00	01660100-53324	UNIFORMS	0050239	
SAILER	37.00	01660100-53324	UNIFORMS	0050233	
SPIZZIRRI	371.45	01664700-53324	UNIFORMS	0050232	
ZALAK	77.90	01662700-53324	UNIFORMS	0050360	
	3,942.90				
RESTAURANT-MASTERCARD					
CPA - FOOD	41.75	01664776-53325	COMMUNITY RELATIONS	59	
FOOD-SRGT'S INTERV	48.86	01510000-52228	PERSONNEL HIRING	951731-2	
LUNCH SGT TRAINING	71.75	01510000-52228	PERSONNEL HIRING	03/26/2012	
SERGEANT'S EXAM FOOD	65.08	01510000-52228	PERSONNEL HIRING	946030-2	
	227.44				
ROBERT HALF INTERNATIONAL					
CONSULT ERMIS W/E 4/6	585.00	01652800-54412	OTHER EQUIPMENT	35297339	
	585.00				

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SEARS HARDWARE					
RETURN SHORTS SMITH	-59.97	04201600-53324	UNIFORMS	011725240081	
SHORTS-OLSEN	67.50	01696200-53324	UNIFORMS	011725249418	
UNIFORM SHORTS-SMITH	59.97	04201600-53324	UNIFORMS	011725249457	
UNIFORM SHORTS-SMITH	59.98	04201600-53324	UNIFORMS	011725240082	
UNIFORMSHORTS-KRAUSER	89.97	04201600-53324	UNIFORMS	01720249045	
UNISHORTS-TIJERINA	89.97	04201600-53324	UNIFORMS	011725249046	
UNISHORTS-ZAMECNIK	73.97	04201600-53324	UNIFORMS	011725249047	
	381.39				
SHEMIN NURSERIES					
GRASS REPAIR	411.39	01670200-53317	OPERATING SUPPLIES	782249	
	411.39				
SNAP ON INDUSTRIAL					
CIRCUIT TESTER 4/11	74.98	01670300-53316	TOOLS	ARV/16944233	
TOOLS 4/11/2012	49.67	01696200-53316	TOOLS	ARV/16944233	
	124.65				
SOUTH SIDE CONTROL SUPPLY CO					
BOAST/RELAY	29.75	01680000-52244	MAINTENANCE & REPAIR	473930	
	29.75				
SPRINT CORPORATE SECURITY					
MNTHLY 03/17-04/16	156.83	01662400-53330	INVESTIGATION FUND	144871676004	
MONTHLYFEE 2/17-3/16	156.89	01662400-53330	INVESTIGATION FUND	144871676003	
	313.72				
ST CHARLES CHRYSLER, DODGE & JEEP					
REPAIRS TO UNIT 657	1,110.45	01696200-53353	OUTSOURCING SERVICES	CHCS119170	
SEAT BELT	289.60	01696200-53354	PARTS PURCHASED	85313	
	1,400.05				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on May 21, 2012**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
STANDARD EQUIPMENT COMPANY					
POLE CAMERA FOR SEWER INSPECTION	7,925.00	01670600-54412	OTHER EQUIPMENT	U54484	
POLE CAMERA FOR SEWER INSPECTION	7,925.00	04101500-54412	OTHER EQUIPMENT	U54484	
	15,850.00				
STEVE PIPER & SONS INC					
TUB GRIND CHIPS	4,200.00	01670700-52264	EQUIPMENT RENTAL	134429	
	4,200.00				
STRAND & ASSOCIATES					
I&I STUDY PROG APRIL SRVS	2,360.00	04101500-54480	CONSTRUCTION	0091815	
	2,360.00				
STREICHERS					
JOHNSON	100.00	01662700-53324	UNIFORMS	1917295	
KONIOR	124.99	01662700-53324	UNIFORMS	1893369	
	224.99				
SUBURBAN LABORATORIES INC					
COLIFORM TESTING	160.00	04201600-52279	LAB SERVICES	17008	
TESTING-COLIFORM	199.00	04201600-52279	LAB SERVICES	17358	
WATER TESTING	199.00	04201600-52279	LAB SERVICES	16639	
	558.00				
SUNRISE CHEVROLET					
ARM/SENSOR	83.06	01696200-53354	PARTS PURCHASED	775619	
SENSORS REPAIR	393.80	01696200-53353	OUTSOURCING SERVICES	586416	
SWITCH	380.24	01696200-53354	PARTS PURCHASED	775443	
WEATHERSTRIP	16.74	01696200-53354	PARTS PURCHASED	776029	
	873.84				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on May 21, 2012**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
TEAM SALES					
SHIRTS FOR THE BOARD	760.00	01520000-53324	UNIFORMS	15774	
	<u>760.00</u>				
TELVENT DTN INC					
DTN	2,172.00	01670100-52234	DUES & SUBSCRIPTIONS	3653133	
	<u>2,172.00</u>				
THE UPS STORE					
ITRON INSURED MAIL	114.30	04201600-52229	POSTAGE	8943883372	
	<u>114.30</u>				
THYSENDRUPP ELEVATOR CORP					
ELEV INSP 3/21	200.00	01680000-52244	MAINTENANCE & REPAIR	6000007234	
	<u>200.00</u>				
TITAN SUPPLY INC					
JANITORIAL SUPPLIES	809.90	01680000-53320	JANITORIAL SUPPLIES	3197	
	<u>809.90</u>				
TOOL KING.COM					
BATTERY & CHARGER	317.32	01670300-53350	SMALL EQUIPMENT EXPENSE	100081971	
	<u>317.32</u>				
TRAFFIC CONTROL & PROTECTION					
RTN TRAFFIC SIGNS	-390.00	01670300-53344	STREET SIGNS	72419ACR	
SIGNS	96.20	01670300-53344	STREET SIGNS	72554	
TRAFF SIGNS	390.00	01670300-53344	STREET SIGNS	72419A	
TRAFFIC SIGNS	390.00	01670300-53344	STREET SIGNS	72419	
	<u>486.20</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on May 21, 2012**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
TRANS UNION LLC					
MONTHLY FEE MAR 2012	45.00	01662400-53330	INVESTIGATION FUND	03200868	
MONTHLYFEE -FEB 2012	79.06	01662400-53330	INVESTIGATION FUND	02200923	
	<u>124.06</u>				
TRANSYSTEMS CORPORATION					
FAIR OAKS BK PATH WEST BR PH I 4/20	1,774.54	11740000-55486	ROADWAY CAPITAL IMPROVEMEN	12(2265281)	
FAIR OAKS RD LAPP FINAL	115.64	11740000-55486	ROADWAY CAPITAL IMPROVEMEN	7(2201044)A	
	<u>1,890.18</u>				
TRAVEL-MASTERCARD					
EBY FLIGHT CPTED	255.58	01664700-52223	TRAINING	V4H1YI	
EBY LUGG FEE FLIGHT	10.00	01664700-52223	TRAINING	V4H1YI-BAG	0
PARKG/ TRNG DUMOULIN	13.00	01662400-52223	TRAINING	4/11-13	
TRNG LUGG FEE EBY	66.00	01664700-52223	TRAINING	V4H1YI	
TRNG TAXI FEE EBY	31.30	01664700-52223	TRAINING	4220 4/16/12	
	<u>375.88</u>				
U S POST OFFICE					
OVRLW IEPA NOTICE	5.90	04101500-53317	OPERATING SUPPLIES	688	
WELL #2 PERMIT APPL MLG	4.25	04201600-53317	OPERATING SUPPLIES	215	
CALLER SRV FEE BOX 4694 WATER BILLS	480.00	04103100-52229	POSTAGE	CALL BX 4694 2012-13	
CALLER SRV FEE BOX 4694 WATER BILLS	480.00	04203100-52229	POSTAGE	CALL BX 4694 2012-13	
	<u>970.15</u>				
UNCOMMON USA INC					
RETAINER RINGS-FLAGS	86.00	01680000-52244	MAINTENANCE & REPAIR	0686726-IN	
	<u>86.00</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on May 21, 2012**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
UNIFIRST CORPORATION					
MATS 3/27/12	14.40	01670100-53317	OPERATING SUPPLIES	785468	
MATS 4/10/12	14.40	01670100-53317	OPERATING SUPPLIES	789044	
MATS 4/17/12	14.40	01670100-53317	OPERATING SUPPLIES	790807	
MATS 4/3/12	14.40	01670100-53317	OPERATING SUPPLIES	787261	
TOWELS 3/27/12	12.50	01670100-53317	OPERATING SUPPLIES	785468	
TOWELS 4/10/12	12.50	01670100-53317	OPERATING SUPPLIES	789044	
TOWELS 4/17/12	12.50	01670100-53317	OPERATING SUPPLIES	790807	
TOWELS 4/3/12	12.50	01670100-53317	OPERATING SUPPLIES	787261	
UNIFORM 4/10/12	57.57	01696200-52267	UNIFORM CLEANING	789044	
UNIFORM 4/17/12	57.57	01696200-52267	UNIFORM CLEANING	790807	
UNIFORM 4/3/12	57.57	01696200-52267	UNIFORM CLEANING	787261	
UNIFORMS 3/27/12	57.57	01696200-52267	UNIFORM CLEANING	785468	
WIPERS 3/27/12	52.97	01696200-53317	OPERATING SUPPLIES	785468	
WIPERS 4/10/12	52.97	01696200-53317	OPERATING SUPPLIES	789044	
WIPERS 4/17/12	52.97	01696200-53317	OPERATING SUPPLIES	790807	
WIPERS 4/3/12	52.97	01696200-53317	OPERATING SUPPLIES	787261	
	549.76				
USA BLUE BOOK					
BOOTS GUENTHER,CARNEY	460.52	04201600-53324	UNIFORMS	623846	
INSULATED GLOVES	90.24	01670600-53317	OPERATING SUPPLIES	636942	
	550.76				
VERIZON WIRELESS					
ADMIN 2/14-3/13	265.93	01660100-52230	TELEPHONE	2714923285	
DETECT 2/14/3/13	113.97	01662400-52230	TELEPHONE	2714923285	
PATROL 2/14-3/13	797.79	01662700-52230	TELEPHONE	2714923285	
SOU 2/14-3/13	189.95	01664700-52230	TELEPHONE	2714923285	
SURCHARGE 2/14-3/13	1.03	01660100-52230	TELEPHONE	2714923285	
TRAFFIC 2/14-3/13	75.98	01662300-52230	TELEPHONE	2714923285	
	1,444.65				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on May 21, 2012**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
WAL MART					
CELL PHONE CASE	18.32	04201600-53314	OFFICE SUPPLIES	07171	
POP & COFFEE SGT TEST	35.60	01510000-52228	PERSONNEL HIRING	08428	
WORK PANTS J RUP	90.94	01680000-53324	UNIFORMS	210100059460	
	144.86				
WATER PRODUCTS COMPANY					
ADJUSTINGRINGS4REPAIR	524.50	01670600-53317	OPERATING SUPPLIES	0231320	
REPAIR CLAMPS	249.00	04201600-53317	OPERATING SUPPLIES	0231124	
VALVE	568.00	04201600-53317	OPERATING SUPPLIES	0231212	
VARIOUS PARTS	1,296.13	04201600-53317	OPERATING SUPPLIES	0231432	
	2,637.63				
WATER SERVICES					
LEAK DETECT @ NORTH	350.00	04201600-52244	MAINTENANCE & REPAIR	18572	
	350.00				
WEBROOT SOFTWARE INC					
EMAIL SECUR SOFTWR	228.00	01652800-52255	SOFTWARE MAINTENANCE	1009277	
	228.00				
WHEATON MULCH INC					
MULCH/SEED	98.00	04201600-52265	HAULING	12-0233	
MULCH/SEED	98.00	04201600-53317	OPERATING SUPPLIES	12-0233	
	196.00				
WHOLESALE DIRECT INC					
BRAKE, 10" ELECTRIC	75.27	01696200-53354	PARTS PURCHASED	000192268	
GREASE CAP/PLUG	48.19	01696200-53354	PARTS PURCHASED	000192261	
JACK	108.50	01696200-53354	PARTS PURCHASED	000192125	
	231.96				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on May 21, 2012**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
WORLD FUEL SERVICES					
FUEL	28,150.06	01696200-53356	GAS PURCHASED	484862-1	
	<u>28,150.06</u>				
XEROX CAPITAL SERVICES LLC					
LEASE 4/2012	1,679.60	01650100-52231	COPY EXPENSE	060820459	
	<u>1,679.60</u>				
ZIEBELL WATER SERVICE PRODUCTS INC					
LEAK CLAMP	521.24	04201600-53317	OPERATING SUPPLIES	215646-000	
	<u>521.24</u>				
ZIEGLERS ACE HARWARE					
SUPPLIES FOR SEWER RPR	15.84	04101500-53317	OPERATING SUPPLIES	H85382	
	<u>15.84</u>				
GRAND TOTAL	<u><u>\$1,290,451.40</u></u>				

The preceding list of bills payable totaling \$1,290,451.40 was reviewed and approved for payment.

Approved by:



Joseph Breinig – Village Manager

Date: 5/18/12

Authorized by:

Frank Saverino Sr – Mayor

Beth Melody, Village Clerk

Date: _____

AGENDA ITEM

K-2 5-21-12

ADDENDUM WARRANTS May 8, 2012 thru May 21, 2012

Fund	Check #	Vendor	Description	Amount
General	A C H	Charter One Bank	Payroll April 30, 2012 thru May 13, 2012	455,554.66
Water & Sewer	A C H	Charter One Bank	Payroll April 30, 2012 thru May 13, 2012	33,467.56
General	A C H	Ill Funds	I P B C for May 2012	221,526.96
Water & Sewer	A C H	Ill Funds	I P B C for May 2012	18,305.01
				<u>728,854.19</u>

Approved this _____ day of _____, 2012

By: _____
Frank Saverino Sr - Mayor

Beth Melody - Village Clerk

Village of Carol Stream
General Fund Budget Summary
 For the Month Ended April 30, 2012

AGENDA ITEM
L-4 5-21-12

	MONTH				YTD				BUDGET				
	Last Year Apr	Current Year Apr	Monthly Variance \$ %		Last Year YTD	Current Year YTD	YTD Variance \$ %		Annual Budget	YTD Budget	YTD Actual	Variance \$ %	
REVENUES													
Sales Tax	\$ 364,925	\$ 369,071	4,146	1%	\$ 4,888,623	\$ 4,928,908	40,285	1%	\$ 4,915,000	\$ 4,915,000	\$ 4,928,908	13,908	0%
Home Rule Sales Tax	200,148	211,037	10,889	5%	2,288,262	2,834,212	545,950	24%	2,654,000	2,654,000	2,834,212	180,212	7%
State Income Tax	296,632	343,655	47,024	16%	3,176,206	3,244,566	68,360	2%	3,140,000	3,140,000	3,244,566	104,566	3%
Utility Tax - Electricity	141,192	139,596	(1,596)	-1%	1,859,071	1,810,091	(48,980)	-3%	1,750,000	1,750,000	1,810,091	60,091	3%
Telecommunications Tax	166,339	127,364	(38,974)	-23%	1,656,341	1,599,272	(57,069)	-3%	1,558,000	1,558,000	1,599,272	41,272	3%
Fines (Court, Ord., ATLE, Towing)	151,019	132,093	(18,926)	-13%	1,657,435	1,418,414	(239,022)	-14%	1,708,000	1,708,000	1,418,414	(289,586)	-17%
Natural Gas Use Tax	91,416	67,885	(23,530)	-26%	559,969	523,178	(36,791)	-7%	525,000	525,000	523,178	(1,822)	0%
Other Taxes (Use, Hotel, PPRT Real Estate, Road & Bridge)	88,118	151,989	63,871	72%	1,408,084	1,916,143	508,060	36%	1,235,000	1,235,000	1,916,143	681,143	55%
Licenses (Vehicle, Liquor, etc.)	94,402	82,841	(11,561)	-12%	591,528	584,225	(7,303)	-1%	599,300	599,300	584,225	(15,075)	-3%
Cable Franchise Fees	88,756	95,662	6,906	8%	533,616	523,218	(10,398)	-2%	460,000	460,000	523,218	63,218	14%
Building Permits	99,215	45,412	(53,803)	-54%	541,007	595,973	54,966	10%	492,500	492,500	595,973	103,473	21%
Fees for Services	63,738	51,530	(12,208)	-19%	673,414	646,922	(26,492)	-4%	593,500	593,500	646,922	53,422	9%
Interest Income	3,014	1,863	(1,151)	-38%	39,571	33,992	(5,578)	-14%	40,000	40,000	33,992	(6,008)	-15%
All Other / Miscellaneous	63,223	88,379	25,156	40%	648,649	893,706	245,057	38%	414,200	414,200	893,706	479,506	116%
Revenue Totals	1,912,134	1,908,378	(3,757)	0%	20,521,776	21,552,819	1,031,043	5%	20,084,500	20,084,500	21,552,819	1,468,319	7%
EXPENDITURES													
Fire & Police Commission	32	4,890	4,858	15039%	14,689	8,231	(6,458)	-44%	18,198	18,198	8,231	(9,967)	-55%
Legislative Board	1,798	2,038	240	13%	98,646	108,942	10,296	10%	108,706	112,706	108,942	(3,764)	-3%
Plan Commission & ZBA	653	161	(491)	-75%	4,277	4,970	693	16%	6,958	6,958	4,970	(1,988)	-29%
Legal Services	20,421	16,506	(3,915)	-19%	173,138	187,756	14,618	8%	335,000	335,000	187,756	(147,244)	-44%
Village Clerk	8,205	2,405	(5,800)	-71%	60,962	38,067	(22,895)	-38%	75,440	75,440	38,067	(37,373)	-50%
Administration	48,749	40,965	(7,784)	-16%	509,370	494,291	(15,079)	-3%	508,850	508,850	494,291	(14,559)	-3%
Employee Relations	19,858	19,798	(60)	0%	229,621	220,918	(8,703)	-4%	229,612	229,612	220,918	(8,694)	-4%
Financial Management	73,130	70,093	(3,037)	-4%	793,717	786,133	(7,584)	-1%	782,542	782,542	786,133	3,591	0%
Engineering Services	65,247	63,517	(1,730)	-3%	754,012	756,603	2,592	0%	807,009	803,009	756,603	(46,406)	-6%
Community Development	67,710	82,919	15,209	22%	713,612	727,619	14,008	2%	756,865	756,865	727,619	(29,246)	-4%
Management Services	47,461	50,230	2,769	6%	776,100	709,973	(66,127)	-9%	771,830	771,830	709,973	(61,857)	-8%
Police	928,108	881,356	(46,752)	-5%	11,856,986	11,805,940	(51,046)	0%	12,345,790	12,345,790	11,805,940	(539,850)	-4%
Public Works	143,610	221,009	77,399	54%	2,716,347	2,823,454	107,107	4%	2,882,701	2,882,701	2,823,454	(59,247)	-2%
Municipal Building	21,605	28,598	6,992	32%	303,115	301,162	(1,953)	-1%	345,689	345,689	301,162	(44,527)	-13%
Municipal Garage	(7,191)	3,302	10,493	-146%	35,586	30,084	(5,503)	-15%	-	-	30,084	30,084	100%
Transfers and Agreements	30,000	-	(30,000)	-100%	246,410	167,178	(79,232)	-32%	200,000	200,000	167,178	(32,822)	-16%
Town Center	-	-	-	0%	44,278	33,485	(10,792)	-24%	44,500	44,500	33,485	(11,015)	-25%
Expenditure Totals	1,469,395	1,487,786	18,392	1%	19,330,867	19,204,809	(126,058)	-1%	20,219,690	20,219,690	19,204,809	(1,014,881)	-5%
Net Increase / (Decrease)	442,740	420,592	(22,148)		1,190,909	2,348,010	1,157,101		(135,190)	(135,190)	2,348,010	2,483,201	
Operating Transfer to Capital Projects Fund						5,000,000					5,000,000		
Net Increase / (Decrease)						<u>\$ (2,651,990)</u>					<u>\$ (2,651,990)</u>		

Village of Carol Stream
Water and Sewer Fund Budget Summary
 For the Month Ended April 30, 2012

	MONTH				YTD				BUDGET				
	Last Year Apr	Current Year Apr	Monthly Variance		Last Year YTD	Current Year YTD	YTD Variance		Annual Budget	YTD Budget	YTD Actual	Variance	
			\$	%			\$	%				\$	%
REVENUES													
Water Billings	\$ 331,746	\$ 435,390	103,644	31%	\$ 4,250,828	\$ 4,643,759	392,931	9%	\$ 4,331,000	\$ 4,331,000	\$ 4,643,759	312,759	7%
Sewer Billings	182,682	198,226	15,544	9%	2,392,046	2,380,604	(11,441)	0%	2,307,000	2,307,000	2,380,604	73,604	3%
Penalties/Admin Fees	9,427	10,239	812	9%	137,927	145,284	7,357	5%	135,000	135,000	145,284	10,284	8%
Connection/Expansion Fees	18,345	-	(18,345)	-100%	109,400	73,261	(36,139)	-33%	143,200	143,200	73,261	(69,939)	-49%
Interest Income	3,708	3,270	(439)	-12%	43,242	41,259	(1,983)	-5%	50,000	50,000	41,259	(8,741)	-17%
Rental Income	12,938	18,045	5,107	39%	149,431	169,428	19,998	13%	163,000	163,000	169,428	6,428	4%
All Other / Miscellaneous	3,612	761	(2,852)	-79%	214,913	69,572	(145,341)	-68%	61,870	61,870	69,572	7,702	12%
Revenue Totals	562,459	665,930	103,471	18%	7,297,785	7,523,168	225,383	3%	7,191,070	7,191,070	7,523,168	332,098	5%
EXPENDITURES													
Salaries & Benefits	83,854	97,897	14,043	17%	1,024,258	1,067,880	43,622	4%	1,189,314	1,189,314	1,067,880	(121,434)	-10%
Purchase of Water	183,243	263,007	79,764	44%	2,468,652	2,843,737	375,085	15%	2,650,000	2,650,000	2,843,737	193,737	7%
WRC Operating Contract	-	-	-	0%	1,680,436	1,695,319	14,883	1%	1,636,465	1,636,465	1,695,319	58,854	4%
Maintenance & Operating	49,096	93,813	44,717	91%	898,370	947,513	49,143	5%	1,102,220	1,102,220	947,513	(154,707)	-14%
IEPA Loan P&I	-	214,325	214,325	100%	428,650	428,650	-	0%	428,651	428,651	428,650	(1)	0%
DWC Loan P&I	-	-	-	0%	12,751	12,751	-	0%	12,751	12,751	12,751	0	0%
Capital Outlay	29,360	374,440	345,080	1175%	158,916	595,421	436,505	275%	5,068,600	5,068,600	595,421	(4,473,179)	-88%
Expenditure Totals	345,553	1,043,482	697,929	202%	6,672,033	7,591,271	919,238	14%	12,088,001	12,088,001	7,591,271	(4,496,730)	-37%
Net Increase / (Decrease)	216,906	(377,552)	(594,458)		625,751	(68,103)	(693,855)		(4,896,931)	(4,896,931)	(68,103)	4,828,828	

Village of Carol Stream
Capital Budget Summary
 For the Month Ended April 30, 2012

	MONTH				YTD				BUDGET*		
	Last Year Apr	Current Year Apr	Monthly Variance \$ %		Last Year YTD	Current Year YTD	YTD Variance \$ %		Annual Budget	YTD Actual	% of Total
CAPITAL PROJECTS FUND											
REVENUES											
Capital Grants	\$ 14,336	\$ -	(14,336)	-100%	\$ 65,569	\$ 882,585	817,016	1246%	\$ 1,745,000	\$ 882,585	51%
Interest Income	43,944	18,809	(25,135)	-57%	217,515	52,823	(164,692)	-76%	87,000	52,823	61%
All Other / Miscellaneous	1,600,000	-	(1,600,000)	-100%	1,600,944	207,925	(1,393,019)	-87%	-	207,925	0%
Revenue Totals	1,658,280	18,809	(1,639,471)	-99%	1,884,027	1,143,332	(740,695)	-39%	1,832,000	1,143,332	62%
EXPENDITURES											
Roadway Improvements	(2,853)	27,243	30,096	-1055%	254,475	1,657,312	1,402,837	551%	3,747,000	1,657,312	44%
Facility Improvements	-	-	-	0%	-	104,986	104,986	100%	440,000	104,986	24%
Stormwater Improvements	-	-	-	0%	22,258	606,298	584,040	2624%	151,000	606,298	402%
Miscellaneous	5,272	176	(5,097)	-97%	5,272	14,576	9,304	176%	-	14,576	0%
Expenditure Totals	2,419	27,418	25,000	1034%	282,005	2,383,171	2,101,166	745%	4,338,000	2,383,171	55%
Net Increase / (Decrease)	1,655,861	(8,609)	(1,664,471)	-101%	1,602,021	(1,239,839)	(2,841,861)	-177%	(2,506,000)	(1,239,839)	49%
Operating Transfer from General Fund						5,000,000				5,000,000	
Net Increase / (Decrease)						<u>\$ 3,760,161</u>				<u>\$ 3,760,161</u>	
MFT FUND											
REVENUES											
Motor Fuel Tax Allotments	\$ 86,798	\$ 79,620	(7,178)	-8%	\$ 1,240,064	\$ 1,180,733	(59,332)	-5%	\$ 1,048,000	\$ 1,180,733	113%
Interest Income	373	389	16	4%	5,288	4,446	(842)	-16%	10,000	4,446	44%
Revenue Totals	87,170	80,009	(7,161)	-8%	1,245,352	1,185,178	(60,174)	-5%	1,058,000	\$ 1,185,178	112%
EXPENDITURES											
Street Resurfacing - Capital	-	-	-	0%	1,379,394	-	(1,379,394)	-100%	-	-	0%
Crack Filling	-	-	-	0%	95,202	113,090	17,888	19%	144,000	113,090	79%
Salt	39,160	-	(39,160)	-100%	225,205	102,302	(122,903)	-55%	257,250	102,302	40%
Electricity	2,590	2,683	93	4%	54,327	37,571	(16,757)	-31%	61,750	37,571	61%
Materials and Supplies	2,084	718	(1,367)	-66%	47,674	36,755	(10,919)	-23%	49,500	36,755	74%
Expenditure Totals	43,833	3,400	(40,433)	-92%	1,801,802	289,718	(1,512,084)	-84%	512,500	289,718	57%
Net Increase / (Decrease)	43,337	76,609	33,272	77%	(556,450)	895,460	1,451,910	-261%	545,500	895,460	164%

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

Village of Carol Stream
TIF Funds Budget Summary
 For the Month Ended April 30, 2012

GENEVA CROSSING TIF	MONTH				YTD				BUDGET				
	Last Year	Current Year	Monthly Variance		Last Year	Current Year	YTD Variance		Annual	YTD	YTD	Variance	
	Apr	Apr	\$	%	YTD	YTD	\$	%	Budget	Budget	Actual	\$	%
REVENUES													
TIF Property Taxes	\$ -	\$ -	\$ -	0%	\$ 353,503	\$ 366,002	\$ 12,499	4%	\$ 300,000	\$ 300,000	\$ 366,002	\$ 66,002	22%
Interest Income	12	14	1	12%	488	179	(309)	-63%	500	500	179	(321)	-64%
Village Contribution	30,000	-	(30,000)	-100%	177,614	118,682	(58,932)	-33%	130,000	130,000	118,682	(11,318)	-9%
Revenue Totals	30,012	14	(29,999)	-100%	531,605	484,862	(46,743)	-9%	430,500	430,500	484,862	54,362	13%
EXPENDITURES													
Principal Retirement	-	-	-	0%	210,000	220,000	10,000	5%	220,000	220,000	220,000	-	0%
Interest Expense	-	-	-	0%	156,660	147,735	(8,925)	-6%	147,735	147,735	147,735	-	0%
Paying Agent Fees	-	-	-	0%	3,000	3,839	839	28%	3,000	4,000	3,839	(162)	-4%
Expenditure Totals	-	-	-	0%	369,660	371,574	1,914	1%	370,735	371,735	371,574	(162)	0%
Net Increase / (Decrease)	30,012	14	(29,999)	-100%	161,945	113,289	(48,656)	-30%	59,765	58,765	113,289	54,524	93%

NORTH/SCHMALE TIF*

REVENUES													
TIF Property Taxes	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%
Interest Income	-	-	-	0%	-	-	-	0%	-	-	-	-	0%
Revenue Totals	-	-	-	0%	-	-	-	0%	-	-	-	-	0%
EXPENDITURES													
Legal Fees	-	1,066	1,066	100%	-	18,413	18,413	100%	25,000	25,000	18,413	(6,587)	-26%
Consulting Fees	-	-	-	0%	-	11,124	11,124	100%	15,000	15,000	11,124	(3,876)	-26%
Expenditure Totals	-	1,066	1,066	100%	-	29,537	29,537	100%	40,000	40,000	29,537	(10,463)	-26%
Net Increase / (Decrease)	-	(1,066)	(1,066)		-	(29,537)	(29,537)		(40,000)	(40,000)	(29,537)	10,463	

* Created 12/5/2011.

Village of Carol Stream
Police Pension Fund Budget Summary
 For the Month Ended April 30, 2012

POLICE PENSION FUND	MONTH				YTD				BUDGET				
	Last Year	Current Year	Monthly Variance		Last Year	Current Year	YTD Variance		Annual	YTD	YTD	Variance	
	Apr	Apr	\$	%	YTD	YTD	\$	%	Budget	Budget	Actual	\$	%
REVENUES													
Investment Income	\$ 597,506	\$ (143,241)	\$ (740,747)	-124%	\$ 2,895,422	\$ 2,546,865	\$ (348,557)	-12%	\$ 1,202,500	\$ 1,202,500	\$ 2,546,865	\$ 1,344,365	112%
Employee Contributions	39,167	37,493	(1,674)	-4%	533,321	491,907	(41,415)	-8%	518,305	518,305	491,907	(26,398)	-5%
Village Contribution	104,728	119,544	14,816	14%	1,256,813	1,434,572	177,759	14%	1,434,572	1,434,572	1,434,572	-	0%
Other Revenues	-	1,129	1,129	100%	94,586	147,909	53,323	56%	-	-	147,909	147,909	100%
Revenue Totals	741,400	14,925	(726,475)	-98%	4,780,142	4,621,253	(158,890)	-3%	3,155,377	3,155,377	4,621,253	1,465,876	46%
EXPENDITURES													
Investment and Admin Fees	(5,190)	20,189	25,379	-489%	161,763	114,843	(46,920)	-29%	112,130	112,130	114,843	2,713	2%
Participant Benefit Payments	115,690	119,043	3,353	3%	1,242,913	1,325,216	82,303	7%	1,650,000	1,650,000	1,325,216	(324,784)	-20%
Expenditure Totals	110,500	139,232	28,732	26%	1,404,676	1,440,059	35,383	3%	1,762,130	1,762,130	1,440,059	(322,071)	-18%
Net Increase / (Decrease)	630,900	(124,307)	(755,207)		3,375,466	3,181,193	(194,273)		1,393,247	1,393,247	3,181,193	1,787,946	

Village of Carol Stream
Schedule of Cash and Investment Balances
 April 30, 2012

FUND	CASH	INVESTMENTS	TOTAL CASH & INVESTMENTS	LAST YEAR 4/30/2011
GENERAL FUND	\$ 3,463,420.84	\$ 10,681,020.23	\$ 14,144,441.07	\$ 17,406,674.61
WATER & SEWER FUND	2,356,930.80	14,512,637.70	16,869,568.50	17,371,357.96
CAPITAL PROJECTS FUND	-	22,644,731.63	22,644,731.63	19,209,966.49
MFT FUND	940.16	2,638,395.73	2,639,335.89	1,771,687.20
GENEVA CROSSING TIF FUND	1,616,715.14	-	1,616,715.14	1,503,426.38
NORTH/SCHMALE TIF FUND	-	-	-	N/A
POLICE PENSION FUND	259,362.86	32,550,970.67	32,810,333.53	29,625,413.87
TOTAL	<u>\$ 7,697,369.80</u>	<u>\$ 83,027,755.96</u>	<u>\$ 90,725,125.76</u>	<u>\$ 86,888,526.51</u>