

Village of Carol Stream

BOARD MEETING

AGENDA

OCTOBER 15, 2018

7:30 P.M.

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

A. ROLL CALL AND PLEDGE OF ALLEGIANCE:

B. MINUTES:

1. Approval of Minutes of the October 1, 2018 Village Board Meeting.

C. LISTENING POST:

1. Presentation - Illinois Association Chiefs of Police, Maple Park Police Chief Dean Stiegemeier to present Commander Michael Zochert with a Certification as a Certified Police Chief.
2. Resolution No. 3045 Honoring Ilyce 'Dee' Spink for her Service on the Village of Carol Stream Plan Commission/Zoning Board of Appeals.
3. Historical Spotlight: Carole Ellermeier, Carol Stream Historical Society.
4. A representative from the Village's auditing firm Sikich will present the Comprehensive Annual Financial Report (CAFR) and management letter for the year ended April 30, 2018 in accordance with Public Act 098-0738 which became effective January 1, 2015. These documents will also be posted to the Village web site at carolstream.org.
5. Addresses from Audience (3 Minutes).

D. PUBLIC HEARINGS:

E. SELECTION OF CONSENT AGENDA:

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

F. BOARD AND COMMISSION REPORTS:

G. OLD BUSINESS:

Village of Carol Stream

BOARD MEETING

AGENDA

OCTOBER 15, 2018

7:30 P.M.

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

H. STAFF REPORTS AND RECOMMENDATIONS:

1. Receipt of the Comprehensive Annual Financial Report and Auditor's Communication to the Board of Trustees of the Village of Carol Stream for the Year Ended April 30, 2018. *This item was previously discussed under Listening Post and is presented here for receipt by the Village Board of Trustees.*
2. 2018 Crackfill Project – Final Payment and Acceptance. *Staff recommends final payment to Denler, Inc. in the amount of \$93,450.00 and acceptance of the 2018 Crackfill Project.*
3. 2018 Pavement Marking Project – Change Order No. 1, Final Payment and Acceptance. *Staff recommends approval of Change Order No. 1 and final payment to Superior Road Striping, Inc. in the amount of \$37,137.52 and acceptance of the 2018 Pavement Marking Project.*

I. ORDINANCES:

1. Ordinance No. 2018-10-___ amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by increasing the number of Class V Licenses from 15 to 16 (Caputo's New Farm Produce-Carol Stream, Inc. d/b/a Caputo's Fresh Markets, 550 E. North Avenue, Carol Stream, IL). *Staff recommends approval of a Class V license allowing Caputo's Fresh Markets to operate video gaming devices.*
2. Ordinance No. 2018-10-___ amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by decreasing the number of Class C Liquor Licenses from 19 to 18 (Corner Pantry Inc. d/b/a Corner Pantry, 331 S. Schmale Road) and increasing the number of Class C Liquor Licenses from 18 to 19 (Santram Bar LLC d/b/a Patel Corner Pantry, 331 S. Schmale Road). *Staff recommends approval of granting a Class C Liquor License to Santram Bar LLC d/b/a Patel Corner Pantry located at 331 S. Schmale Road.*

Village of Carol Stream

BOARD MEETING

AGENDA

OCTOBER 15, 2018

7:30 P.M.

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

J. RESOLUTIONS:

1. Resolution No. ____ authorizing the Execution of an Intergovernmental Agreement by and between the Village of Carol Stream and DuPage County-Mowing of Certain Right-Of-Ways. *Staff recommends approval of an Intergovernmental Agreement with DuPage County for mowing certain County right-of-ways for a period of three years ending April 30, 2022.*
2. Resolution No. ____ approving a Local Agency Agreement for Federal Participation with the State of Illinois and the Village of Carol Stream appropriating funds for the Lies Road Local Agency Functional Overlay (LAFO). *Staff recommends approving the Local Agency Agreement for Federal Participation for the Lies Road LAFO Project-Gary Avenue to Schmale Road.*
3. Resolution No. ____ approving an Intergovernmental Loan Agreement between the Village of Carol Stream and the Board of Trustees of the Carol Stream Public Library. *This resolution provides terms and conditions for an Intergovernmental Agreement for a \$2,000,000 loan between the Village of Carol Stream and the Carol Stream Library for remodeling, repairing and improving the existing library building at 616 Hiawatha Drive.*
4. Resolution No. ____ authorizing the execution of an Intergovernmental Agreement between the Village of Carol Stream and Chicago Metropolitan Agency for Planning (CMAP) for the Unified Development Ordinance Project. *Staff recommends approval of the Intergovernmental Agreement with CMAP.*

K. NEW BUSINESS:

1. Raffle License Application-Glenbard North High School Boys Basketball Program. *The Glenbard North High School Boys Basketball Program requests approval of a raffle license and waiver of the fees and manager's fidelity bond for a raffle to be held on November 17, 2018.*

Village of Carol Stream

**BOARD MEETING
AGENDA
OCTOBER 15, 2018
7:30 P.M.**

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

2. Raffle License Application-Glenbard North Theatre Boosters. *The Glenbard North Theatre Boosters are requesting approval of a raffle license and waiver of the fees and manager's fidelity bond during their performance of Feathers and Teeth to be held on November 15-17, 2018.*

L. PAYMENT OF BILLS:

1. Regular Bills: October 2, 2018 through October 15, 2018.
2. Addendum Warrants: October 2, 2018 through October 15, 2018.

M. REPORT OF OFFICERS:

1. Mayor:
2. Trustees:
3. Clerk:
4. Treasurer's Report: *Revenue/Expenditure Statements and Balance Sheet for the Month Ended September 30, 2018.*

N. EXECUTIVE SESSION:

O. ADJOURNMENT:

LAST ORDINANCE	2018-09-38	LAST RESOLUTION	3044
NEXT ORDINANCE	2018-10-39	NEXT RESOLUTION	3045

**REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES
Carol Stream Fire Protection District, Station No. 28, 365 Kuhn Road,
Carol Stream, DuPage County, IL**

October 1, 2018

Mayor Saverino called the Regular Meeting of the Board of Trustees to order at 7:30 p.m. and directed Assistant to the Village Manager Tia Messino to call the roll.

Present: Mayor Frank Saverino, Sr. and Trustees David Hennessey, John LaRocca, Rick Gieser, Mary Frusolone, Greg Schwarze and Matt McCarthy

Absent: Village Clerk Laura Czarnecki

Also Present: Village Manager Bob Mellor and Village Attorney Jim Rhodes

*All persons physically present at meeting unless noted otherwise

MINUTES:

Trustee McCarthy moved and Trustee Frusolone made the second to approve the Minutes of the September 17, 2018 Regular Meeting of the Village Board. The results of the roll call vote were as follows:

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

Abstain: 1 Trustee Gieser

Absent 0

The motion passed.

LISTENING POST:

1. Presentation – Alliance Against Intoxicated Motorists. *Rita Kreslin, Executive Director of the Alliance Against Intoxicated Motorists presented certificates and pins for 600 career arrests Officer Dan Stafiej and 300 career arrests Officer Hilary Mabbitt.*

2. Introduction of New Police Officers: Adam Guzman and Christopher Scarpulla. *Chief Ed Sailer introduced new Police Officers Adam Guzman and Christopher Scarpulla.*
3. Proclamation Designating October Community Planning Month. *Proclamation read by Trustee Greg Schwarze.*
4. Proclamation Designating October Manufacturing Month. *Proclamation read by Trustee Matt McCarthy.*
5. Proclamation Designating October 2018 as Arts DuPage Month. *Proclamation read by Trustee Rick Gieser.*
6. Addresses from Audience (3 Minutes).

Mary Stopka, 1086 Bartholdi Court, discussed the Fountain View round about needing directional arrows around the cul-de-sac. Tonnie Tierney, 1143 Orangery Court, stated the circle is overgrown with trees and shrubs, which is a sight issue. Mary Golda, 1147 Orangery Court would like trees trimmed near the path from townhomes to Hampe Park. Signs are blocked and there is an unpaved area east of the soccer fields on park district property by Orangery Court. They also requested additional stop signs at Old Gary Avenue and Goldenhill Street. Village staff will follow up and determine the appropriate course of action.

PUBLIC HEARINGS:

CONSENT AGENDA:

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

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

Nays: 0

Absent: 0

The motion passed.

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

Nays: 0

Absent: 0

The motion passed.

1. Motion authorizing Final Payment to Dynamic Industrial Services, Inc. for coating and steel work on two water storage tanks in the amount of \$112,200.00.
2. Resolution No. 3043 authorizing Execution of an Agreement under the Adopt-A-Highway Program (Merbach Drive from Army Trail Road to Lies Road).
3. Resolution No. 3044 declaring Surplus Property owned by the Village of Carol Stream.
4. Payment of Regular and Addendum Warrant of Bills from September 18, 2018 through October 1, 2018.

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

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

Nays: 0

Absent: 0

The motion passed.

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

Motion authorizing Final Payment to Dynamic Industrial Services, Inc. for coating and steel work on two water storage tanks in the amount of \$112,200.00:

The Village Board approved final payment to Dynamic Industrial Services, Inc. for coating and steel work on two water storage tanks in the amount of \$112,200.00.

Resolution No. 3043 authorizing Execution of an Agreement under the Adopt-A-Highway Program (Merbach Drive from Army Trail Road to Lies Road):

The Village Board approved an Agreement with Cloverdale School/ Cloverdale 5th Graders to participate in the Adopt-a-Highway program (Merbach Drive from Army Trail Road to Lies Road).

Resolution No. 3044 declaring Surplus Property owned by the Village of Carol Stream:

The Village Board approved five (5) gas chainsaws as surplus and authorized to be sold at auction and/or disposed of.

Regular Bills and Addendum Warrant of Bills:

The Village Board approved payment of the Regular Bills dated October 1, 2018 in the amount of \$919,573.23. The Village Board approved the payment of Addendum Warrant of Bills from September 18, 2018 thru October 1, 2018 in the amount of \$620,743.01.

NON-CONSENT AGENDA

Green Garage:

Sam Barghi, Public Works Management Analyst and Edith Makra, Director of Environmental Initiatives-Metropolitan Mayors Caucus presented a Green Garage initiative and trial anti-idling program for Village Board consideration as follows:

Best Practices:

Recycle Oil, Batteries, Tires, Coolant; B20/B5 Biodiesel Usage; Phosphate Free Cleaner; Lead-Free Weights; No-Leads Oil Policy; Non-Toxic Truck Wash; High-Efficiency Garage Furnaces; Oil Overflow Alarm; Fuel Spill Containment Kit; Rechargeable Ion Battery Pole Saw.

Reduce Idling

- Idling vehicles consume 0.5 gallons of fuel/ hour*
- Every gallon of gas wasted produces 20x more pollution than car travelling at 30 mph*
- 1 gallon of wasted gas = 20 pounds of air pollution*
- Idling Public Works Fleet (60 vehicles) for 15 mins/day = \$5,850 in lost fuel per year and over 39,000 pounds of emissions*

Pilot Anti-Idling Policy

- Create Enforceable Standards*
- Reduce Emissions*
- Decrease Fuel and Overall Vehicle Maintenance Costs*
- Track and Report Results*

Educational Outreach

- Anti-Idling Brochure*
- Air Quality Information on Website*

- *Air Quality Awareness Week (April 30-May 7, 2018)*

Fleet Assessment

- *Cost/Benefit & Return on Investment Analysis*
- *Categories to Consider: Fuels; Vehicles; Facility Upgrades; Fueling Infrastructure; Training/Education; Funding Sources; Consultants; Leadership*

Greenest Region Compact Goal

- *Barriers to municipal adoption of alternate fuels*
 - *Planned study to address barriers*
 - *IDOT funded-begins January 2019*

Municipal Fleet Study

- *Regional analysis to support fueling infrastructure and collaboration*
- *Municipal fleet assessments to understand needs*

Municipal Fleet Assessment

- *Professional assessment of fleet and fuel demands*
- *Matching in-kind services required*
- *Recommendations for suitable alternative fuel vehicles*

Village Board approved Anti-Idling Policy and Public Fleet Assessment Partnership for alternative fuels.

Waive Competitive Bidding and give authorization to enter into a Contract for Emergency Storm Sewer Repairs:

Mayor Saverino asked to remove the Contract for Emergency Storm Sewer Repairs from the Consent Agenda.

Village Engineer Jim Knudsen stated the bids the Village received were over budget. The bids were rejected and the scope of the project was reduced.

Trustee Schwarze moved and Trustee McCarthy made the second to waive competitive bidding and give authorization to the Village Manager to enter into a contract for emergency storm sewer repair services in an amount not to exceed \$130,000.00 and waiver of competitive bidding requirements pursuant to the provisions of Section 5-8-3(B) of the Carol Stream Code of Ordinances.

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

Nays: 0

Absent: 0

The motion passed.

Report of Officers:

Trustee LaRocca welcomed new Police Officers Adam Guzman and Christopher Scarpulla. He commended Sam Barghi on his report regarding green initiatives.

Trustee Gieser congratulated new Police Officers Adam Guzman and Christopher Scarpulla. The 4th annual Halloween Decorating Contest is currently underway. Nominations accepted through October 22 at decoratingcontest@carolstream.org. Judging will start on October 23. The Water Reclamation Center's Open House is this Saturday from 10am to 2pm. Trustee Gieser congratulated Bob Mellor as the new Village Manager.

Trustee Schwarze welcomed new Police Officers Adam Guzman and Christopher Scarpulla. The Fire Department Open House is this Saturday from 10am to 2pm. Please Shop Carol Stream.

Trustee Hennessey commented that the Monarch Butterfly population has been drastically reduced due to lack of habitat and the importance of Village of Carol Stream pollinator sites. Glenbard North High School will be holding a toilet paper drive.

Trustee Frusolone stated the Carol Stream Municipal Center will have an Open House on October 27 from 10am to 2pm. She expressed to please vote in the upcoming election and get involved.

Trustee McCarthy stated the Police Department Touch-A-Truck event is scheduled for Saturday, October 13 from 10am to 2pm at the Town Center. He congratulated new Police Officers Adam Guzman and Christopher Scarpulla. The upcoming Veteran's Memorial fundraiser at the Fox River Distilling Company is this Saturday from 6 to 9pm. Please do not blow leaves in the street.

Assistant to the Village Manager Tia Messino stated to please keep our military in your thoughts and prayers.

Village Attorney Jim Rhodes stated there is a new Federal regulation on small cell antennas that may affect the municipality's ability to regulate and charge for them.

Village Manager Mellor congratulated Officers Stafiej and Mabbitt for their AAIM award and welcomed new Police Officers Adam Guzman and Christopher Scarpulla. He reminded everyone about the nationwide test of the Wireless Emergency Alert cell phone system scheduled for Wednesday at 1:20 p.m.

RESOLUTION NO. 3045

**A RESOLUTION HONORING ILYCE 'DEE' SPINK FOR
HER SERVICE ON THE VILLAGE OF CAROL STREAM
PLAN COMMISSION/ZONING BOARD OF APPEALS**

WHEREAS, Dee Spink was appointed to the Plan Commission/Zoning Board of Appeals on March 3, 2003; and

WHEREAS, during her tenure on the Plan Commission/Zoning Board of Appeals, Dee Spink attended 180 meetings, at which 442 applications were reviewed; and

WHEREAS, Dee Spink participated in the review of significant developments including The Home Depot, Lowe's, the Fountains at Town Center mixed-use development, Easton Park, Fountain View Recreation Center, the Carol Stream Marketplace/Caputo's redevelopment, and high-profile industrial redevelopment projects on North Avenue including CoreCentric Solutions and Dermody Properties; and

WHEREAS, Dee Spink also participated in the review of important Village projects, including the 2016 Comprehensive Plan and the expansion and renovation of the Gregory J. Bielawski Municipal Center; and

WHEREAS, Dee Spink has made the decision not to seek re-appointment to her position as a member of the Plan Commission/Zoning Board of Appeals.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, DU PAGE COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, AS FOLLOWS:

SECTION 1: Dee Spink's service to the Village of Carol Stream as a member of the Plan Commission/Zoning Board of Appeals, is hereby recognized and commended.

SECTION 2: Dee Spink is wished the very best of happiness and health in the future.

This Resolution shall be in full force and effect from and after its passage and as approved by law.

PASSED AND APPROVED THIS 15th DAY OF OCTOBER, 2018.

AYES:

NAYS:


ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager
FROM: Adam Frederick, Civil Engineer II
DATE: October 10, 2018 
RE: **2018 Crackfill Project – Final Payment and Acceptance**


In September the Village Board awarded the referenced project to Denler, Inc. in the amount of \$93,450.00.

The final quantities are identical to contract quantities. Total project cost is in the amount of \$93,450.00, the same as the contract amount. Ample funds exist to pay for this work as \$119,000.00 was budgeted for this project in the MFT Fund.

Staff therefore recommends final payment to Denler, Inc. in the amount of \$93,450.00 and acceptance of the 2018 Crackfill Project.

Cc: James T. Knudsen, Director of Engineering Services
William N. Cleveland, Assistant Village Engineer
Jon Batek, Finance Director

Village of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager
FROM: Adam Frederick, Civil Engineer II 
DATE: October 10, 2018
RE: 2018 Pavement Marking Project – Change Order No. 1, Final Payment and Acceptance

In September, the Village Board awarded the referenced project to Superior Road Striping, Inc. in the amount of \$35,995.68.

The final field measured quantities bring the contract to \$37,137.52 which is \$1,141.84 (3.1%) over the contract amount. Overages are due to variations between estimated and final quantities as well as adding a small quantities of markings as needed adjacent to planned work. Ample funds exist to pay for this overage as \$40,000.00 was budgeted for this project.

Staff therefore recommends approval of Changer Order No. 1 and final payment to Superior Road Striping Inc. in the amount of \$37,137.52 and acceptance of the 2018 Pavement Marking Project.

Cc: James T. Knudsen, Director of Engineering Services
Jon Batek, Finance Director
Phil Modaff, Director of Public Works
William N. Cleveland, Assistant Village Engineer

CHANGE ORDER NO. 1

RECEIVED
OCT 04 2018
Engineering Services

PROJECT: 2018 Pavement Marking Project

DATE OF ISSUANCE: 10/1/2018

OWNER: Village of Carol Stream

CONTRACTOR: Superior Road Striping, Inc.

You are directed to make the following changes in the Contract Documents:

Description: Pavement Marking Services

Purpose of Change Order: Change in contract price based on final field measured quantities.

Attachments: Pay Estimate
No. 1 – Final


CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIME:	
Original Contract Price:	\$ 35,995.68	Original Contract Time:	4/30/2019
Previous Change Orders:	\$ 0	Change from previous Change Orders:	None
Current Contract Price:	\$ 35,995.68	Current Contract Time:	4/30/2019
Net increase/(decrease) of this Change Order:	\$ 1,141.84	Net increase of this Change Order:	
Contract Price with this Change Order:	\$ 37,137.52	Contract Time with this Change Order:	4/30/2019

Pursuant to Public Act 85-1295, the circumstances which necessitate this Change Order were not reasonably foreseeable at the time the Contract was signed, were not within the contemplation of the Contract as signed, and are in the best interest of the Village.

RECOMMENDED:
Engineering Services Dept.

APPROVED:
Village of Carol Stream

ACCEPTED:

By: 
James T. Knudsen
Director of Engineering Services

By: _____
Bob Mellor
Village Manager

By: 
Superior Road Striping, Inc.

Village of Carol Stream
Interdepartmental Memo

TO: Mayor and Trustees
FROM: Robert Mellor, Village Manager *RM*
DATE: October 10, 2018
RE: Increase of Class V Licenses – Caputo’s Fresh Markets

The Mayor’s office has received a request for a Class V license to operate video gaming devices from Caputo’s New Farm Produce – Carol Stream, Inc. d/b/a Caputo’s Fresh Markets, 550 E. North Avenue. The Illinois Gaming Board has approved issuance of a State license for video gaming to Caputo’s Fresh Markets. Attached for your review and consideration is an Ordinance increasing the number of Class V Licenses from 15 to 16 which allows establishments to operate video gaming devices.

Staff recommends approval of the attached Ordinance increasing the Class V License by one with regard to Caputo’s Fresh Markets upon passage and approval by law.

RM/dk

Attachment

ORDINANCE NO. 2018-10-_____

AN ORDINANCE AMENDING CHAPTER 11, ARTICLE 2 OF THE CAROL STREAM CODE OF ORDINANCES BY INCREASING THE NUMBER OF CLASS V LICENSES FROM 15 TO 16 (CAPUTO'S NEW FARM PRODUCE-CAROL STREAM, INC. d/b/a CAPUTO'S FRESH MARKETS, 550 E. NORTH AVENUE, CAROL STREAM, IL)

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

SECTION 1: That Chapter 11, Article 2 of the Carol Stream Code of Ordinances, Classification of Liquor Licenses, be and the same is hereby amended by increasing the number of Class V Licenses, authorization to operate video gaming devices, from 15 to 16.

SECTION 2: The increase in the number of Class V liquor licenses as provided in Section 1 is contingent upon the issuance of a video gaming license by the Illinois Gaming Board to Caputo's New Farm Produce-Carol Stream, Inc. d/b/a Caputo's Fresh Markets.

SECTION 3: This Ordinance shall be in full force and effect from and after its passage and approval by law.

PASSED AND APPROVED THIS 15th DAY OF OCTOBER, 2018.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Mayor and Trustees
FROM: Robert Mellor, Village Manager *RM*
DATE: October 10, 2018
RE: Class C Liquor License – Patel Corner Pantry

Attached for your consideration is an Ordinance reflecting the sale of Corner Pantry Inc. d/b/a Corner Pantry, 331 Schmale Road, to Santram Bar LLC d/b/a Patel Corner Pantry, 331 Schmale Road. Santram Bar LLC has submitted a complete application and has satisfactorily completed the required background investigation. Staff recommends approval of this Ordinance.

RM/dk

Attachment

ORDINANCE NO. 2018-10-_____

AN ORDINANCE AMENDING CHAPTER 11, ARTICLE 2 OF THE CAROL STREAM CODE OF ORDINANCES BY DECREASING THE NUMBER OF CLASS C LIQUOR LICENSES FROM 19 TO 18 (CORNER PANTRY INC. D/B/A CORNER PANTRY, 331 S. SCHMALE ROAD) AND INCREASING THE NUMBER OF CLASS C LIQUOR LICENSES FROM 18 TO 19 (SANTRAM BAR LLC D/B/A PATEL CORNER PANTRY, 331 S. SCHMALE ROAD)

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

SECTION 1: That Chapter 11, Article 2 of the Carol Stream Code of Ordinances, Classification of Liquor Licenses, be and the same is hereby amended by decreasing the number of Class C Liquor Licenses, from 19 to 18.

SECTION 2: That Chapter 11, Article 2 of the Carol Stream Code of Ordinances, Classification of Liquor Licenses, be and the same is hereby amended by increasing the number of Class C Liquor Licenses from 18 to 19.

SECTION 3: This Ordinance shall be in full force and effect from and after its passage and approval by law.

PASSED AND APPROVED THIS 15TH DAY OF OCTOBER, 2018.

AYES:

NAYS:

ABSENT:


Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Bob Mellor, Village Manager

FROM: Philip J. Modaff, Director of Public Works 

DATE: October 8, 2018

RE: Intergovernmental Agreement – DuPage County – Mowing Services

The Village has historically provided mowing services on DuPage County rights-of-way within the Village as provided for by an Intergovernmental Agreement approved by the local agencies. In return for mowing the rights-of-way the Village has been compensated at the rate of \$100.00 per acre (or about \$24,000 per year). The County has recently done an analysis of their costs associated with this work and has proposed a new reimbursement formula for all agencies participating in this program.

There are three County roads in the Village where services are provided: County Farm Road, Gary Avenue and Schmale Road, totaling 24.12 acres. Prior agreements provided that the Village mow the areas a minimum of five times per season, with an option for five additional mowings per season as needed. Because we mow the areas more than ten times per year, the Village receives the total available compensation amount of \$24,120 for the entire season.

The County found that the per-acre costs of the various participating agencies are actually lower than the County reimbursement rate, and have therefore proposed another formula. The attached agreement proposes to pay for a minimum of five (5) cuts and up to twenty (20) per season. The County will reimburse the lesser of \$1,206 per cut (\$24,120 for the season) or the *actual contractor pricing* plus ten percent (10%) for oversight and administration.

Based upon our estimated contract mowing costs for next season, I have calculated our costs per mow to be about \$914, for a season total of \$18,298 (assuming at least 20 cuts). With the additional ten percent (10%) administrative and oversight fees (\$1,830), the total reimbursement from the County should total \$20,127. These new terms represent a decrease in reimbursement of approximately \$4,000 per season. However, this remains a desirable agreement that will cover all associated Village costs and produce a better appearance of County rights-of-way within the Village.

Staff recommends that the Village Board adopt a Resolution authorizing the execution of an Intergovernmental Agreement by and between the Village of Carol Stream and DuPage County for mowing certain County right-of-ways for a period of three years ending April 30, 2022.

Attachment

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF CAROL STREAM AND DUPAGE COUNTY – MOWING OF CERTAIN RIGHT-OF-WAYS

WHEREAS, the Mayor and Board of Trustees of the Village of Carol Stream have determined that it is in the best interest of the Village to enter into an Agreement with DuPage County for the provision of mowing services on County right-of-ways; and

WHEREAS the services to be performed by the Village and the compensation to be rendered by DuPage County for those services are provided for in the form of an Agreement attached hereto as Exhibit “A”, and by this reference incorporated herein.

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

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

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

PASSED AND APPROVED THIS 15th DAY OF OCTOBER, 2018.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

INTERGOVERNMENTAL AGREEMENT
 BETWEEN THE COUNTY OF DU PAGE AND
 THE VILLAGE OF CAROL STREAM
 FOR MOWING ALONG COUNTY ROADS AND RIGHTS OF WAY

This intergovernmental agreement (hereinafter referred to as "Agreement"), entered into as hereinafter set forth, by and between the County of DuPage, a body corporate and politic of the State of Illinois (hereinafter referred to as the "COUNTY") and the Village of Carol Stream (hereinafter referred to as the "VILLAGE"), a municipal corporation. The COUNTY and the VILLAGE are hereinafter individually referred to as a "party" or together as the "parties."

WITNESSETH

WHEREAS, the COUNTY and the VILLAGE are authorized by the 1970 Illinois Constitution, Article VII, Para. 10 and the Intergovernmental Cooperation Act 5 ILCS 220/1 et seq., to contract with each other; and

WHEREAS, the VILLAGE agrees to mow grass along certain roads and rights of way which are within the maintenance jurisdiction of the COUNTY and within the corporate limits of the VILLAGE as follows (hereinafter referred to as "COUNTY MOWING"):

COUNTY MOWING:

Co Hwy	Hwy Name	From	To	Side of Street	AREA (ac)
43	County Farm Road	Army Trail Road	Vale Road	East and West (no medians)	7.42
23	Gary Avenue	CN Railroad	Geneva Road	East and West (no medians)	11.59
36	Schmale Road	IL 64	Geneva Road	East and West (no medians)	5.11
36	Schmale Road	CN Railroad	IL 64	West	
	Grand Total				24.12

and;

WHEREAS, the COUNTY and the VILLAGE have determined that it is in the best interest of the citizens of DuPage County and the residents of the Village of Carol Stream for the VILLAGE to provide mowing along the above listed County Highways subject to the following GENERAL CONDITIONS AND SPECIFICATIONS:

GENERAL CONDITIONS

1. The VILLAGE shall visit the site of the proposed work, and shall investigate, examine and familiarize itself with the premises and conditions relating to the mowing to be done in order that it may understand the difficulties and restrictions required to complete the mowing to be done under this Agreement.
2. The VILLAGE shall furnish all labor, materials, equipment and transportation necessary to complete five (5) mowing cycles and up to fifteen (15) intermediate mowing(s) as necessary per year for three (3) years under the terms and conditions herein set forth. All materials and equipment shall be in strict compliance with the specifications hereinafter set forth; however, if no specifications are set forth for particular materials or equipment such material or equipment shall be of such specifications as are reasonably necessary and appropriate to carry out the terms and conditions of this Agreement. All labor and transportation shall be performed in accordance with the highest professional and technical standards in the field.
3. At the sole option of the COUNTY, the VILLAGE shall furnish all labor, materials, equipment and transportation necessary to complete additional mowing cycles, on any portion or portions of said COUNTY MOWING, under the terms and conditions herein set forth. The COUNTY shall give written notice to the VILLAGE of the portion or portions of roads and rights of way to be mowed not less than seven (7) days prior to the required starting date.
4. The safety of persons and property of the VILLAGE, the COUNTY, and the general public is of primary concern, and shall take priority over all other terms and conditions of this Agreement.
5. All equipment and materials furnished by the VILLAGE shall meet or exceed all safety standards for mowing prescribed by O.S.H.A. The VILLAGE agrees, covenants, and understands that the VILLAGE bears sole liability for any injury or damage caused by the VILLAGE under this Agreement and that the COUNTY shall not accept any liability whatsoever from the VILLAGE except where any injury or damage is caused by the COUNTY.
6. Indemnification
 - (a) The VILLAGE shall indemnify, hold harmless and defend the COUNTY, its officials, officers, agents, and employees from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the VILLAGE's negligent or willful acts, errors or omissions or any

of the VILLAGE contractor's or agent's negligent or willful acts in its performance under this Agreement. The indemnification set forth herein shall not extend to any injury or damage caused by the negligent or willful acts, errors or omissions of the COUNTY or its officers, agents and employees.

- (b) (b) Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers and employees, at their sole cost and expense, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, in accordance with the applicable law. The COUNTY's participation in its defense shall not remove the VILLAGE's duty to indemnify, defend, and hold the COUNTY harmless, as set forth above provided, however, that the VILLAGE shall have the authority to direct the defense and to settle any claim, suit, demand, proceeding or action against the COUNTY for which the VILLAGE would be required to indemnify the COUNTY hereunder subject to the approval of the State's Attorney to settle all claims. The State's Attorney shall not unreasonably withhold such approval.
- (c) Any indemnity as provided in this Agreement shall not be limited by reason of the enumeration of any insurance coverage herein provided. The VILLAGE's indemnification of the COUNTY shall survive the termination, or expiration, of this Agreement.
- (d) The COUNTY does not waive, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) or otherwise available to it, or to the VILLAGE, under the law."

7. At all times during the period of this Agreement, the VILLAGE and, if applicable, their contractor shall maintain the following insurance coverage(s), or be self-insured to cover the following:

- (a) **Worker's Compensation Insurance** in the statutory amounts.
- (b) **Employer's Liability Insurance** in an amount not less than one million dollars (\$1,000,000.00) each

accident/injury and one million dollars
(\$1,000,000.00) each employee/disease.

- (c) **Commercial (Comprehensive) General Liability**
Insurance with a limit of not less than three million dollars (\$3,000,000) total; including limits of not less than two million (\$2,000,000) dollars per occurrence and one million (\$1,000,000) dollars excess liability in the annual aggregate injury/property damage.
- (d) **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million (\$1,000,000) dollars Combined Single Limit (Each Accident).
- (e) The coverage limits required under subparagraphs (c) and (d) above may be satisfied through a combination of primary and excess coverage. The VILLAGE shall not allow any contractor to commence work until all the insurance coverage(s) required under this insurance section have been obtained. Satisfactory evidence of contractor's insurance including endorsements shall be provided by the VILLAGE to the COUNTY immediately upon request. Additionally, the VILLAGE shall include in all of its contracts a statement expressly declaring the COUNTY to be a third-party beneficiary of the insurance requirements provided for in this insurance section.
- (f) The VILLAGE shall require all approved contractors, anyone directly or indirectly employed by them, or by anyone for whose acts any of them may be liable under this Agreement, to acquire and maintain the insurance as set forth in Paragraph 7. (a) to (d) of the Agreement. The COUNTY retains the right to obtain evidence of contractor's insurance coverage at any time. The VILLAGE will ensure that its contractors and subcontractors name the COUNTY as an additional insured as set out in the paragraphs below. The VILLAGE understands that it is to the VILLAGE's benefit to diligently enforce this insurance requirement as the VILLAGE shall indemnify the COUNTY, its officials, officers, agents, and employees from all liability, in its performance under this Agreement pursuant to the terms in Paragraph 6 herein."
- (g) The insurance required to be purchased and maintained by the VILLAGE and if applicable, their contractor, shall be provided by an insurance company acceptable to the COUNTY, and licensed to do business in the State of Illinois; and shall include at least the

specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the VILLAGE is satisfying insurance required through a combination of primary and excess coverage, the VILLAGE shall require that said excess/umbrella liability policy include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that affect. The VILLAGE shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

- (h) It is the duty of the VILLAGE to immediately notify the COUNTY if any insurance required under this Agreement has been cancelled, materially changed, or renewal has been refused, and the VILLAGE shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the COUNTY of the required insurance coverage, the COUNTY shall notify the VILLAGE that the VILLAGE can proceed with the work that is a part of this Agreement. Failure to provide and maintain the required insurance coverage could result in the immediate cancellation of this Agreement, and the VILLAGE shall accept and bear all costs that may result from the cancellation of this Agreement due to the VILLAGE's or if applicable, their contractor's failure to provide and maintain the required insurance.

- (i) The VILLAGE's and if applicable, their contractor's insurance as required by paragraphs (c) and (d) above shall name the COUNTY, its officers, and employees as additional insured parties. The Certificate of Insurance/endorsements shall state: "The County of DuPage, its officers, and employees are named as additional insured(s) as defined in the Commercial (Comprehensive) General Liability Insurance and Commercial (Comprehensive) Automobile Liability Insurance policies with respect to claims arising from the VILLAGE's performance under this Agreement. The Endorsements must also be provided naming the

County of DuPage c/o DuPage County Division of Transportation, 421 N. County Farm Road, Wheaton, IL 60187, as an additional insured. This additional insured is to be on a primary and non-contributory basis."

- (j) If the VILLAGE will be using their own forces for the work covered in this Agreement, the VILLAGE shall inform the COUNTY in writing following execution of this Agreement. If, however, the VILLAGE will be hiring a contractor for the work covered in this Agreement, the VILLAGE shall inform the COUNTY in writing following execution of this Agreement and shall provide a copy of said contract to the COUNTY upon request.
8. The terms and conditions of this Agreement may be amended or supplemented by written statement of the parties to make such amendment or supplement. The parties agree that no oral change orders will be allowed and that no claim based upon any purported oral change order shall be made.
 9. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
 10. All State and Federal Laws insofar as applicable to COUNTY contracts shall be hereby specifically made a part of this Agreement as set forth herein.
 11. This Agreement shall be governed by the laws of the State of Illinois. The forum for resolving any disputes concerning the parties' respective performance, or failure to perform, under this Agreement, shall be the judicial circuit court for DuPage County.
 12. In the event, any provisions of this Agreement is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the Agreement. The remainder of this Agreement shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.
 13. This Agreement may be terminated at any time by submission to the other party of written thirty (30) days advance notice served by certified or registered mail, return receipt requested, properly addressed with postage prepaid and said notice shall be effective upon receipt as verified by the United States Postal Service, to the following addresses:

FOR THE VILLAGE:

Robert Mellor
Village Manager
Village of Carol Stream
500 Gary Avenue
Carol Stream, Illinois 60188

FOR THE COUNTY:

Christopher C. Snyder, P.E.
Director of Transportation/County Engineer
DuPage County Division of Transportation
421 N. County Farm Road
Wheaton, IL 60187

14. This Agreement shall remain in full force and effect after execution by the parties as set forth below until April 30, 2022, unless terminated by thirty (30) days written notice to the other party as referenced above.

SPECIFICATIONS

1. All grassy areas heretofore set out in COUNTY MOWING shall be mowed from the edge of shoulder or back of curb to the right of way line. Median and island areas are also included as part of this Agreement (as referenced in table hereinabove) and shall be mowed back to back of curb.
2. Grass shall be mowed to the height of three (3) inches.
3. All mowing shall be performed in a manner to produce a finished appearance which is acceptable to the COUNTY. Such acceptability shall be based upon the reasonable application of professional standards in the mowing industry. The opinion of the DuPage County Division of Transportation Highway Operations Manager shall constitute prima facie evidence of a reasonable application of such professional standards.
4. Hand-cutting or cutting along fences and guardrails is included as part of the Agreement.
5. Hand-cutting around landscaping and other obstructions within the right of way shall be part of this contract. Grass cuttings shall not be allowed on roadways or curbs. Large grass clumps shall not remain on cut areas. Such cuttings or clumps shall be removed or blown clean.
6. Pick up of typical roadway trash (bottles, cans, paper, plastic bags, and miscellaneous small debris) will be the responsibility of the VILLAGE and shall be included in the cost of mowing. Any

areas where materials are encountered that would not be classified as "typical roadway trash" should be referred to the DuPage County Highway Operations Manager for removal.

7. Damage caused by the VILLAGE to turf areas shall be repaired to the satisfaction of the DuPage County Highway Operations Manager prior to payment for the cycle in which damage occurred.
8. The VILLAGE shall protect all work sites with proper traffic control as specified in the current "Manual of Uniform Traffic Control Devices" and applicable standards as included in these special provisions, and appropriate at any particular site. The safety of employees and the public shall be of primary concern.
9. Roadways shall be kept open to traffic in both directions at all times. The loading and unloading of materials and/or equipment shall be done in a protected area completely off the traveled roadway. If it is necessary for a slow moving piece of equipment to travel for a short distance along the roadway, this piece of equipment shall be accompanied by a properly equipped escort vehicle during the entire time that it occupies any portion of the traveled roadway. The escort vehicle shall be equipped with an amber-colored, rotating-type warning light mounted on or above the cab of the escort vehicle. The escort vehicle shall also be equipped with two (2) amber colored flashing lights mounted to the rear of the escort vehicle at a minimum height of six (6) feet.
10. No equipment or material shall be stored on the pavement or shoulders at any time.
11. The starting date for each year's mowing cycle shall be no later than the following:

First Mowing - May 1
Second Mowing - June 1
Third Mowing - July 1
Fourth Mowing - August 1
Fifth Mowing - September 15
Fifteen (15) intermediate mowing cycles may be completed as weather and grass conditions warrant.
12. The COUNTY shall pay the VILLAGE the lessor of \$1,206.00 or contractor pricing plus ten percent (10%) for construction engineering within forty-five (45) days of receipt of invoice after the completion of each mowing cycle of 24.12 acres.
13. **The VILLAGE shall endeavor to submit a final invoice for all mowing no later than November 15th of each year for the term of this Agreement.**

14. Additions or deductions to the mowing acres may be required during the mowing season and will be done at the sole discretion of the COUNTY. Additions or deductions will be made to the payment due for a mowing cycle at a unit price of the lessor of Fifty Dollars per acre (\$50.00 per acre) or contractor pricing plus ten percent (10%) for construction engineering. The DuPage County Division of Transportation will notify the VILLAGE in writing, of any additions or deductions made in the mowing cycle acres.

WHEREAS, the parties hereto have read and reviewed the terms of this Agreement and by their signature as affixed below represent that the signing party has the authority to execute this Agreement and that the parties intend to be bound by the terms and conditions contained herein.

WHEREAS, this Agreement shall not be deemed or construed to create an employment, joint venture, partnership or other agency relationship between the parties.

WHEREAS, this Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall be deemed one in the same instrument.

WHEREAS, this Agreement shall become effective on the day on which both parties hereto have executed this document.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officers and to be attested to and their corporate seals to be hereunder affixed.

COUNTY OF DU PAGE

Signed this _____ day of _____, 2018 at Wheaton, Illinois.

Daniel J. Cronin, Chairman
DuPage County Board

ATTEST:

Paul Hinds, County Clerk

VILLAGE OF CAROL STREAM

Signed this 15th day of October, 2018, at Carol Stream, Illinois.


Frank Saverino, Mayor
Village of Carol Stream

ATTEST:

Laura Czarnecki, Village Clerk
Village of Carol Stream

Village of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager

FROM: William N. Cleveland, Assistant Village Engineer 

DATE: October 10, 2018

RE: Local Agency Agreement for Federal Participation and Resolution -
Lies Road LAFO Project –Gary Avenue to Schmale Road

An agreement needs to be executed between the Village and the Illinois Department of Transportation, acting in accordance with the Federal Highway Administration's policies and procedures. This agreement establishes guidelines for the contract and funding of the project and needs to be approved by the attached resolution.

The current cost estimate for construction is \$1,389,000, of which 50% (\$694,500) is from FHWA funding and 50% (\$694,500) is from local funding. Actual costs will be used in the final division of cost for billing and reimbursement based on the defined 50/50 split.

By execution of the Agreement, the Village is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the Village's total cost. IDOT will bid the project, award the contract, and pay contractor invoices. Upon completion of all documentation, IDOT will invoice the Village our proportionate share. IDOT's final invoice could be sent one or two years after completion of the project.

Engineering staff therefore recommends the agreement and resolution be approved and be signed by the Mayor and returned to IDOT for final processing.

Cc: James T. Knudsen, Director of Engineering Services
Jon Batek, Finance Director
Adam Frederick, Civil Engineer II
Phil Modaff, Director of Public Works

RESOLUTION NO. _____

**RESOLUTION APPROVING A LOCAL AGENCY AGREEMENT FOR
FEDERAL PARTICIPATION WITH THE STATE OF ILLINOIS AND
THE VILLAGE OF CAROL STREAM APPROPRIATING FUNDS FOR
THE LIES ROAD LOCAL AGENCY FUNCTIONAL OVERLAY (LAFO)**

WHEREAS, The Village of Carol Stream has determined that there is a need to replace the asphalt surface on Lies Road to improve safety along the road; and

WHEREAS, said project has been approved by the Illinois Department of Transportation to receive Federal Surface Transportation Program (STP) Funds for 50% of Construction costs; and

WHEREAS, in order to obtain federal funding of local highway improvements, the Village of Carol Stream is required, under Illinois Department of Transportation policies, to enter into an agreement for the funding of said local improvements; and

WHEREAS, the attached intergovernmental agreement between the State of Illinois and the Village of Carol Stream defines the Local Agency participation in the improvement and the estimated local share of the cost of the improvement, said agreement attached hereto and hereby made a part hereof.

NOW, THEREFORE BE IT RESOLVED, by the Village Board of Carol Stream, Illinois, that the attached intergovernmental agreement is hereby approved and that there is hereby appropriated the sum of six hundred and ninety-four thousand and five hundred dollars (\$694,500) from the Village Capital Projects Fund; and

BE IT FURTHER RESOLVED, that this project is hereby designated as Section 18-00065-00-RS; and

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to execute said Agreement.

ADOPTED by the Village Board this 15th day of October, 2018.

AYES:


NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

 Illinois Department of Transportation Local Public Agency Agreement for Federal Participation	Local Public Agency	State Contract	Day Labor	Local Contract	RR Force Account
	Village of Carol Stream	X			
	Section	Fund Type		ITEP, SRTS, or HSIP Number(s)	
	18-00065-00-RS	STU			
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-201-18	NUPC(857)				

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA", and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LPA, approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

Location

Local Name Lies Road Resurfacing Route 9-1375 Length 1.02 mi
 Termini Gary Avenue to Schmale Road

Current Jurisdiction Village of Carol Stream TIP Number 08-17-0012 Existing Structure No _____

Project Description

Project consists of milling and resurfacing, Class D patches, curb and gutter removal and replacement, intersection corner widening, guardrail installation, sidewalk ramp replacement to meet ADA requirements, pavement markings, and collateral work.

Division of Cost

Type of Work	STU	%	%	LPA	%	Total
Participating Construction	694,500	(*)	()	694,500	(BAL)	1,389,000
Non-Participating Construction		()	()		()	
Preliminary Engineering		()	()		()	
Construction Engineering		()	()		()	
Right of Way		()	()		()	
Railroads		()	()		()	
Utilities		()	()		()	
Materials		()	()		()	
TOTAL	\$ 694,500			\$ 694,500		\$ 1,389,000

* Maximum FHWA (STU) participation 70% not to exceed \$694,500.

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

Local Public Agency Appropriation

By execution of this Agreement, the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum (required for State-let contracts only)

Method of Financing (State Contract Work Only)

METHOD A---Lump Sum (80% of LPA Obligation) _____
 METHOD B--- _____ Monthly Payments of _____ due by the _____ of each successive month.
 METHOD C---LPA's Share Balance _____ divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Agreement Provisions

THE LPA AGREES:

- (1) To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, and the **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and the **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after final project close-out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LPA** agrees to cooperate fully with any audit conducted by the Auditor General and the **STATE**; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the **LPA**'s estimated obligation incurred under this Agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA**'s obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LPA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LPA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to **LPA** on this or any other contract. The **STATE**, at its sole option, upon notice to the **LPA**, may place the debt into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.
- (11) (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The **LPA** is responsible for the payment of the railroad related expenses in accordance with the **LPA**/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates shall be in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or 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; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LPA's** certification that:
- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - The **LPA** 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.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) To complete this phase of the project within three (3) years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (23) To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months.
- To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- (24) The **LPA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, and personnel and direct cost summaries and other documentation supporting the requested reimbursement amount (Form BLRS 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.

The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of this phase of the improvement or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) The **LPA** shall provide the final report to the appropriate **STATE** district within twelve months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- (26) (Single Audit Requirements) That if the **LPA** expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. **LPAs** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the **LPA**'s fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

Federal funds utilized for construction activities on projects let and awarded by the **STATE** (denoted by an "X" in the State Contract field at the top of page 1) are not included in a **LPA**'s calculation of federal funds expended by the **LPA** for Single Audit purposes.

- (27) That the **LPA** is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/portal/public/SAM/#1>.

The **LPA** is also required to obtain a Dun & Bradstreet (D&B) D-U-N-S Number. This is a unique nine digit number required to identify subrecipients of federal funding. A D-U-N-S number can be obtained at the following website: <http://fedgov.dnb.com/webform>.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LPA**'s certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the **LPA** to proceed with the construction of the improvement when Agreed Unit Prices are approved, and to reimburse the **LPA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) For agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the **LPA** for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **LPA**;
- (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LPA**'s DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for

RESOLUTION NO. _____

A RESOLUTION APPROVING AN INTERGOVERNMENTAL LOAN AGREEMENT
BETWEEN THE VILLAGE OF CAROL STREAM AND THE BOARD OF TRUSTEES OF
THE CAROL STREAM PUBLIC LIBRARY

WHEREAS, the Village is an Illinois municipal corporation and home rule unit of government as provided in subsection (a) of Section 6 of Article VII of the Illinois Constitution of 1970; and

WHEREAS, the Library, is a public library of the State of Illinois operating under and pursuant to the Illinois Local Library Act, 75 ILCS 5/1-0.1 et seq., as amended, which is managed and operated by and through a Library Board of Trustees; and

WHEREAS, the Library Board has deemed it advisable, necessary, and for the best interests of the Library to repair, remodel and improve the Library's building located at 616 Hiawatha Drive, Carol Stream, Illinois, including but not limited to remodeling, repairing or improving the Library's building and the purchase of necessary equipment for such Library, as provided in the Plan (the Project); and

WHEREAS, on January 16, 2018, a joint meeting of the Mayor and Board of Trustees of the Village of Carol Stream and the Library Board was held during which the Library Board presented its Plan for the Project as well as preliminary financial information regarding the availability of funds to carry out the Project, including the amounts proposed to be raised by bond issue, by annual certification or by a mortgage; and

WHEREAS, the Library Board has adopted Resolution 283, dated March 8, 2018 requesting that the Village grant a loan to the Library in an amount of \$2,000,000 under such terms and conditions as the Library Board and the Village may agree; and

WHEREAS, the Mayor and Board of Trustees of the Village have determined that, pursuant to the Village's home rule authority, it is in the best interests of the Village to provide an intergovernmental loan to the Library in an amount not to exceed \$2,000,000, for the purpose of financing the costs of the Project, in accordance with the terms and conditions of the Intergovernmental Loan Agreement attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Carol Stream, in the exercise of its home rule authority, that:

SECTION 1. The Intergovernmental Loan Agreement between the Village of Carol Stream and the Board of Library Trustees of Carol Stream, as attached hereto is approved.

SECTION 2. The Mayor is hereby authorized to execute the attached Intergovernmental Loan Agreement on behalf of the Village of Carol Stream.

SECTION 3. The Mayor is further authorized to execute all documents and to do all things necessary to effectuate the Loan, pursuant to the terms and conditions of the Intergovernmental Agreement.

SECTION 4. The Village Attorney, or such other person or persons as he may designate, is hereby authorized to close the loan transaction as contemplated by the attached Intergovernmental Agreement.

SECTION 5. This Resolution shall take effect from and after its adoption and approval in the manner provided by law.

ADOPTED this ___ day of October, 2018, pursuant to a roll call vote of the Corporate Authorities of the Village of Carol Stream as follows:

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of October, 2018 by the Mayor of the Village of Carol
Stream.

Frank Saverino, Sr., Mayor

(SEAL)

ATTEST:

Laura Czarnecki, Village Clerk

INTERGOVERNMENTAL LOAN AGREEMENT

THIS INTERGOVERNMENTAL LOAN AGREEMENT (hereinafter the “Agreement”) is made and entered into this ____ day of _____, 2018, by and between the **VILLAGE OF CAROL STREAM**, an Illinois home rule municipal corporation (hereinafter the “Village”) and the **BOARD OF LIBRARY TRUSTEES OF THE CAROL STREAM LIBRARY** on behalf of the Carol Stream Library (hereinafter the “Library Board”), a public library organized and operating pursuant to the provisions of the Illinois Local Library Act, 75 ILCS 5/1-0.1 et seq. (hereinafter the “Library”). The Village and Library Board are sometimes referred to individually as a “Party” and collectively as “Parties”.

WITNESSETH

WHEREAS, the Library, is a public library of the State of Illinois operating under and pursuant to the Illinois Local Library Act, 75 ILCS 5/1-0.1 et seq., as amended (hereinafter the “Library Act”); and

WHEREAS, the Library is managed and operated by and through the Library Board, as provided in the Library Act; and

WHEREAS, the Village is an Illinois municipal corporation and home rule unit of government as provided in subsection (a) of Section 6 of Article VII of the Illinois Constitution of 1970; and

WHEREAS, the Library Board has developed plans to repair, remodel and improve the Library’s building located at 616 Hiawatha Drive, Carol Stream, Illinois, which plans are on file with the Library Board (the “Plan”); and

WHEREAS, the Library Board has deemed it advisable, necessary, and for the best interests of the Library to repair, remodel and improve the Library’s building located at 616

Hiawatha Drive, Carol Stream, Illinois, including but not limited to remodeling, repairing or improving the Library's building and the purchase of necessary equipment for such Library, as provided in the Plan ; and

WHEREAS, the Library Board has determined the total cost of the Project and expenses incidental thereto, including financial and legal services related to such Project, to be approximately \$5,425,454; and

WHEREAS, the Library Board has accumulated reserves available and has committed the amount of \$3,425,454 to pay for the Project, however sufficient funds are not available to pay the total costs of the Project; and

WHEREAS, on January 16, 2018, a joint meeting of the Mayor and Board of Trustees of the Village of Carol Stream and the Library Board was held during which the Library Board presented its Plan for the Project as well as preliminary financial information regarding the availability of funds to carry out the Project, including the amounts proposed to be raised by bond issue, by annual certification or by a mortgage; and

WHEREAS, Section 5-6 of the Library Act, 75 ILCS 5/5-6, provides that a public library may borrow money and execute a mortgage on an existing library building for an amount not exceeding 75% of the value thereof for the purpose of remodeling, repairing or improving of such existing library building or building of an addition thereto; and

WHEREAS, the Library Board has adopted Resolution 283, dated March 8, 2018 requesting that the Village grant a loan to the Library in an amount of \$2,000,000 under such terms and conditions as the Library Board and the Village may agree; and

WHEREAS, the Mayor and Board of Trustees of the Village, through Resolution 3002, adopted March 19, 2018, have approved the Library Project and Plan and have determined that,

pursuant to the Village's home rule authority, it is in the best interests of the Village to provide a loan to the Library in an amount not to exceed \$2,000,000, for the purpose of financing the costs of the Project, in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Parties have entered into this Agreement pursuant to the provisions of Article VII, Section 10 of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., which provide for units of local government and public agencies to contract and otherwise associate with each other to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance.

NOW, THEREFORE, in consideration of the mutual agreements, covenants and conditions herein contained, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Village and the Library Board, on behalf of the Library, hereto agree as follows:

I. RECITALS:

The recitals set forth above are hereby restated and incorporated by reference into this Agreement.

II. DEFINITIONS:

For the purposes of this Agreement, unless the context clearly requires otherwise, words and terms used in this Agreement shall have the meanings provided from place to place herein, and as follows:

"Change in the Law" means the occurrence of an event as described below in this definition which interferes with, inhibits or prohibits, in whole or in part, (1) the Library Board from certifying in its annual appropriation and Library tax levy, the amount of the special tax required to be levied to meet the Debt Service Obligations on the Loan (as hereafter defined) or

(2) the Village from levying the special tax required to meet the Debt Service Obligations on the Loan, in the exercise of its home rule authority, or (3) the inability or failure of the Village to receive any or all of the amounts of the Special Debt Service Tax Levy. Change in the Law includes but is not limited to any of the following: (1) the enactment, adoption, promulgation or modification of any federal or state law, or any ordinance, code, rule or regulation which is not subject to the control of either Party; (2) the order or judgment of any federal or state court, administrative agency, governmental body (other than the Village) or any governmental official; or (3) the adoption, promulgation, modification or interpretation in writing of a written guideline or policy statement by a governmental agency or official which is not subject to the control of either Party. Change in the Law, for purposes of this Agreement, shall also include the imposition of any conditions on, or delays in the payment of the special tax levy or the issuance or renewal of any governmental license, approval or permit (or the suspension, termination, interruption, revocation, modification, denial or failure of issuance or renewal thereof) necessary for the undertaking of the actions to be performed under this Agreement.

"Corporate Authorities" means the Mayor and Board of Trustees of the Village of Carol Stream, Du Page County, Illinois.

"Debt Service Obligation" means the amount of money required each year to pay for the interest expense and principal of the Loan (as hereinafter defined) pursuant to the Note (as hereinafter defined). The annual Debt Service Obligation schedule is attached hereto as Exhibit A and incorporated by reference (the "Payment Schedule").

"Library Building" means the building located upon the property located at 616 Hiawatha Drive, Carol Stream, Illinois and used to provide library services to the public.

“Period of Interruption” means that period of time during which (1) the Library Board is prohibited or otherwise unable to certify the amount of the annual appropriation and Special Debt Service Tax Levy (as hereinafter defined) required to be levied to meet the Debt Service Obligations on the Loan or (2) the Village is prohibited or otherwise unable to exercise its home rule authority to levy the annual special Debt Service Tax Levy required to meet the Debt Service obligations on the Loan or (3) the Village or the Library are prohibited or otherwise unable to receive any or all of the funds from the special Debt Service Tax Levy or such funds are unable to be collected or received by the Village due to a Change in the Law or any other reason.

“Project” means and consists of the repair, remodel and improvements to the Library Building in accordance with the plans on file with and approved by the Library Board on December 20, 2017, and all related expenses permitted by Article 5 of the Library Act.

“Project Completion” means the date upon which a Certificate of Final Occupancy is issued by the Village, subject to weather-dependent punch-list items, for the Project or the date upon which the final payment is made under the terms and conditions of the Library’s construction contract, whichever occurs last.

“Special Debt Service Tax Levy” means the tax levy on all real property located within the corporate limits of the Village of Carol Stream required to be certified by the Library Board and to be levied by the Village, pursuant to its home rule authority, in order for the Library to meet the Debt Service Obligations on the Loan pursuant to the Note.

III. CONSTRUCTION OF TERMS

This Agreement, except where the context by clear implication shall otherwise require, shall be construed and applied as follows:

- A. Definitions include both singular and plural.
- B. Pronouns include both singular and plural and cover all genders.
- C. The word "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation."
- D. Headings of Sections herein are solely for convenience of reference and do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.
- E. All exhibits attached to this Agreement shall be and are operative provisions of this Agreement and shall be and are incorporated by reference in the context of use where mentioned and referenced in this Agreement. In the event of a conflict between any exhibit and the terms of this Agreement, the Agreement shall control.
- F. Any certificate, letter or opinion required to be given pursuant to this Agreement means a signed document attesting to or acknowledging the circumstances, representations, opinions of law or other matters therein stated or set forth. Reference herein to supplemental agreements, certificates, demands, requests, approvals, consents, notices and the like means that such shall be in writing whether or not a writing is specifically mentioned in the context of use.

IV. LOAN

Subject to the terms and conditions of this Agreement, the Village agrees to and does hereby provide a loan to the Library Board in an amount not to exceed Two Million (\$2,000,000.00) Dollars (hereinafter the "Loan"). The Loan proceeds shall be paid to the Library Board within fifteen (15) days of the date that the Library Board certifies that the Library's accumulated reserves for the Project have been exhausted to the extent that it will not have sufficient reserves to pay the next payment request on its contract to perform the Project.

V. CONDITIONS PRECEDENT TO RECEIVING LOAN PROCEEDS

The payment of the Loan proceeds as referenced in Section IV above is conditioned upon the following:

A. The Library Board shall have executed the Note and Mortgage in the forms attached hereto as Group Exhibits B and C, respectively.

B. The Library Board shall have competitively bid the Project as provided in the Library Act.

C. The Library Board, after reviewing all bids, determining that it has sufficient funds (including the Loan proceeds) in the amount necessary to fully pay for completion of the Project and all costs and expenses incident thereto, shall have awarded the construction contract(s) for the Project.

D. The Library Board shall have amended its fiscal year 2018-2019 budget to provide for the receipt and the expenditure of the funds received from the Loan and/or Special Debt Service Tax Levy.

E. The Library Board shall have certified to the Village the amount of the Special Debt Service Tax Levy for the purposes set forth in this Agreement and the Village has adopted an ordinance establishing the Special Debt Service Tax Levy for 2018, payable in 2019.

F. The County Clerk shall have extended the Special Debt Service Tax Levy for 2018.

G. No Change in the Law shall have occurred prior to the date that the contract(s) for construction of the Project is approved and entered into by the Library Board.

H. All of the representations and warranties of the Library Board, as set forth in this Agreement, shall remain true and correct as of the date the Loan proceeds are to be paid to the Library Board.

VI. LOAN PAYMENT

A. The Library Board agrees to make all Loan payments when and as such payments are due and payable as provided herein. The obligation of the Library Board for repayment of the above referenced Loan shall be evidenced by a Note executed and delivered by the Library Board in form attached hereto as Group Exhibit B. Such Note shall bear simple interest in the amount of three per cent (3%) per annum on the unpaid balance of the Note and shall provide for repayment of the Loan based upon a ten (10) year repayment schedule (unless extended as provided herein). Debt Service payments shall be made on or before December 1 of each year until all Debt Service is paid in full.

B. Upon payment of the Loan in full, the Village shall no longer levy any Special Debt Service Tax Levy and shall provide the Library Board with the cancelled Note and a Release of the Mortgage.

C. Annual Debt Service payments made to the Village shall be applied first to the interest due and then to principal on the Loan.

VII. SECURITY FOR THE LOAN

As security for its obligations, covenants, agreements and conditions under this Agreement and the Note, the Library Board shall grant, convey, pledge, assign, create a security interest in the property legally described in Exhibit D attached hereto and made a part hereof, (hereinafter the "Library Facility Property") and the property legally described in Exhibit E attached hereto and made a part hereof, (hereinafter the "Vacant Property") evidenced by a First

Mortgage in the form attached hereto as Group Exhibit C. Such Mortgage shall be insured, at the Library's expense, by a Chicago Title Insurance Company loan policy in the amount of the Loan and showing good and merchantable title to the Property in the Library Board and subject only to those covenants, conditions and restrictions of record that shall not affect the Village's security interest in the Library Facility Property and Vacant Property.

VIII. OBLIGATIONS OF LIBRARY BOARD UNCONDITIONAL

The obligations of the Library Board to make the Debt Service payments required hereunder and to perform and observe all of the agreements on its part contained herein and in the Note shall be absolute, unconditional and unrepealable.

IX. PREPAYMENT OF LOAN

The Library Board shall have the right at any time or from time to time to prepay any and all amounts due pursuant to the Note, without penalty, and the Village agrees to accept such prepayments when tendered by the Library Board. In the event that the Vacant Property is sold by the Library Board, the proceeds from such sale shall be used exclusively for the prepayment of the Loan and for no other purpose.

X. SPECIAL DEBT SERVICE TAX LEVY

A. Each year, the Library Board shall budget for and shall certify to the Village the amount necessary to pay the annual Debt Service on the Loan and to be levied upon the real estate within the Village for repayment of the Debt Service on the Loan. Such certification shall be provided to the Village at the same time as the Library's certification for its general corporate levy as provided by the Library Act.

B. The Corporate Authorities of the Village, pursuant to the Village's home rule authority, shall in its next annual tax levy ordinance, include the amount so certified and shall for

the amount so certified levy a Special Debt Service Tax Levy, the proceeds of which shall be used exclusively for payment of Debt Service on the Loan.

Should the Library Board, for any reason, fail to make any annual certification as required hereunder, this Agreement shall constitute certification and authorization of the Library Board for the Village to adopt the Special Debt Service Tax Levy.

XI. CHANGE IN THE LAW

A. In the event of a Change in the Law which results in a Period of Interruption, the Library's duty to pay the Debt Service in the amount as set forth in the Payment Schedule and the term of the Loan shall be extended for such Period of Interruption. However, interest upon the loan shall continue to accrue during any such Period of Interruption.

B. In the event of a Change in the Law which results in a Period of Interruption, the Library board shall pay the Debt Service to the Village in an amount equal to fifty per cent (50%) of any Library general corporate fund surplus (revenues exceed budgeted expenditures) for each year during the Period of Interruption.

C. In the event that the Period of Interruption extends for longer than five (5) years and the Library Board has not sold the Vacant Property and made a prepayment on the outstanding Debt Service on the Loan from the proceeds of such sale, the Library Board shall, at the written request of the Village, convey title to the Vacant Property to the Village, subject only to those covenants, conditions and restrictions of record, but excluding liens or encumbrances capable of being release by payment of a clearly ascertainable amount. The Village shall, in good faith, attempt to sell the Vacant Property, and upon sale, the outstanding Debt Service on the Loan shall be reduced by the sale price of the Vacant Property less the Village's costs of marketing the Vacant Property and all closing costs on the Sale of the Vacant Property. Should

the Village be unable to enter into a contract for the sale of the Vacant Property within two (2) years of the date title was conveyed to the Village, the Village shall cause two appraisals of the Vacant Property to be completed by licensed appraisers. Within thirty (30) days of receipt of both appraisals, the Village shall determine the average of the two appraisals and such average shall constitute the fair cash value of the Vacant Property. The Debt Service on the Loan shall be reduced by the amount of the fair cash value, with such amount being applied first to interest due and then to principal.

D. In the event that the Period of Interruption extends for longer than five (5) years, in addition to the sale of or transfer of title to the Vacant Property, the Library Board and the Village agree to negotiate in good faith, amendments to this Agreement to ensure that the Village receives full repayment of the Debt Service, including but not limited to the issuance of bonds or the refinancing of the Loan.

XII. LIBRARY BOARD'S REPRESENTATIONS AND WARRANTIES

A. The Library Board has full power and authority to enter into this Agreement, borrow funds from the Village, issue the Note and Mortgage to the Village and perform its obligations under this Agreement, the Note and the Mortgage. This Agreement is in full force and effect and is valid and binding upon the Library Board and enforceable in accordance with its terms.

B. The Library Board has duly authorized the execution and delivery of this Agreement, the Note and the Mortgage, and the performance by the Library Board of all of its obligations under this Agreement, and the Note and the Mortgage.

C. All actions of the Library Board required to be taken to authorize execution of this Agreement, the Note and the Mortgage have been validly and duly taken in accordance with law.

D. The Note and Mortgage, when provided, will constitute legal, valid and binding obligations and agreements of the Library Board, enforceable in accordance with their terms.

E. The Library Board is not in default under any document, instrument or commitment to which the Library is a party or to which it or any of its property is subject, which default would or could affect the ability of the Library Board to carry out its obligations under this Agreement, the Note or the Mortgage or which would have a material adverse effect upon terms of this Agreement, the Note or the Mortgage.

F. To the best of its knowledge and belief, the execution of this Agreement and the consummation of the transactions contemplated by this Agreement will not result in any breach of, or constitute a default under, any agreement, contract, lease, mortgage, indenture, deed of trust or other instrument to which the Library Board is a party, nor violate any federal, state or local ordinance or statute, rule or regulation.

G. There is no action, suit or proceeding pending, or to the knowledge of the Library Board threatened, against or affecting the Library or Library Board, at law or in equity, or before any governmental authority which, if adversely determined, would impair the Library Board's ability to perform its obligations under this Agreement.

H. The Library Board has good and marketable title to the Property and the Vacant Property and has the right and the legal ability to assign and pledge the Property and the Vacant Property as provided herein without limitation. The Mortgage to be provided as set forth herein shall create and perfect a first priority security interest in the Property and Vacant Property.

I. The Library Board is currently in compliance with all applicable environmental laws with respect to the Property and the Vacant Property, including obtaining, complying with and maintaining in effect all permits, licenses or other authorizations required by applicable

environmental laws. The Library Board shall take no actions during the term of this Agreement that violate any environmental laws with respect to the Property or the Vacant Property, including obtaining, complying with and maintaining in effect all permits, licenses or other authorizations required by applicable environmental laws.

J. The Library Board covenants and agrees to execute, acknowledge and deliver or cause to be executed, acknowledged and delivered, the Note and the Mortgage, in the forms attached hereto and such other agreements, instruments and documents supplemental hereto and such further acts, instruments, pledges and transfers as may be reasonably required for better clarifying, assuring, mortgaging, conveying, transferring, pledging, assigning and confirming unto the Village or other appropriate persons all and singular the rights, property and revenues covenanted, agreed, conveyed, assigned, transferred and pledged under or in respect of this Agreement.

K. The Library Board has accumulated reserves available and committed to pay for the Project in the amount of \$3,425,454.00 which reserves shall be solely and exclusively used to pay for the costs of the Project.

L. The accumulated reserves, as referenced in Subsection K above, shall be utilized by the Library Board to pay the costs of the Project, prior to the use of any funds borrowed from the Village. For the purpose of clarification, the Library Board shall comply with a "First In, First Out" protocol for the purpose of accounting for the money deposited into the Project Fund from time to time.

M. The Loan shall be used solely for the costs associated with the Project and for no other purposes whatsoever. Any Loan proceeds remaining after completion of the Project credited first to interest and then to principal due on the Loan, pursuant to the Note.

XIII. LIMITATIONS ON ENCUMBRANCES

The Library Board covenants and agrees that it shall not directly or indirectly create, assume or suffer to exist any mortgage, pledge, security interest, encumbrance, lien or charge of any kind upon the Property or the Vacant Property nor shall it incur any indebtedness that would affect the Library Board's ability to pay the Debt Service, other than as permitted under the terms of this Agreement or as approved by the Village.

XIV. INSURANCE

A. The Library Board shall, at all times prior to Project Completion and until the Loan is repaid in full, obtain and continuously maintain the following minimum insurance coverage:

1. An Owner's/Contractor's Policy, in an ISO approved policy form, with limits against bodily injury and property damage of not less than \$5,000,000.00 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used), written on an occurrence basis, naming the Village of Carol Stream, its officials, employees, agents and volunteers as additional insureds on a primary and non-contributory basis by policy endorsement.

2. Workers compensation insurance, with statutory coverage.

3. Builders Risk Insurance, written on the "Builder's Risk – Completed Value Basis" in an amount equal to one hundred percent (100%) of the insurable value of the Project at the date of completion and with coverage available in non-reporting form on the "all risk" form of policy.

B. The Library Board shall at all times obtain and continuously maintain Property and Casualty Insurance in an amount equal to the insurable replacement value of the building at

the date of Project Completion or \$5,425,454, whichever is greater. Such insurance shall include loss or damage by explosion, windstorm, earthquake, flood, aircraft, vehicle damage, smoke, fire, lightning, vandalism, malicious mischief and such other hazards as are available on commercially reasonable terms.

C. All insurance required in this Section XIV shall be obtained and continuously maintained through responsible insurance companies selected by the Library Board or its successors that are authorized under the laws of the State to assume the risks covered by such policies and that are acceptable to the Village. Unless otherwise provided in this Agreement, each policy must contain a provision that the insurer will not cancel nor modify the policy without giving written notice to the insured and the Village at least thirty (30) days before the cancellation or modification becomes effective. Such policy shall contain no provision limiting the carrier's liability for failure to give the insured parties at least thirty (30) days written notice of the cancellation of the policy. Not less than fifteen (15) days prior to the expiration of any policy, the Library Board, or its successors or assigns, must renew the existing policy or replace the policy with another policy conforming to the provisions of this Section. In lieu of separate policies, the Library Board or its successors or assigns, may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein.

XV. DISPOSITION OF INSURANCE PROCEEDS

In the event of a Period of Interruption lasting five (5) or more years after the date of the Loan, any insurance loss proceeds received due to a casualty shall be used first, for restoration, repair and/or reconstruction of the library building located upon the Property, and second, to pay off the outstanding balance of any Debt Service remaining on the Loan. The Library Board shall

restore and repair the library building as nearly as is reasonably possible to the condition it was in immediately prior to the casualty.

XVI. INDEMNIFICATION

The Library Board, and its successors and assigns, shall defend, indemnify and hold harmless the Village and its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees, from and against any and all civil liabilities, actions, responsibilities, obligations, losses, damages, claims, fines and penalties, and all costs and expenses, including but not limited to attorney's fees and expenses (collectively, "Losses") pursuant to any federal, state and local laws, (including the common law), statutes, ordinances, rules, regulations and other requirements relating to or which the Village and/or its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees may incur from or on account of Library Board's use of the Property or the Vacant Property, any tests or surveys conducted by the Library Board, and the construction of the Project, including but not limited to any Losses incurred which are based on tort law, wrongful death and/or a bodily or personal injury claim, suit or action and/or any Losses relating to environmental investigation, cleanup, or abatement, whether asserted or un-asserted, direct or indirect, existing or inchoate, known or unknown, having arisen or to arise in the future, and in any manner whatsoever incurred by reason of Library Board's or worker's activities at the Property except to the extent that such loss is attributable to the negligence of the indemnified parties. It is expressly understood, agreed upon and the specific intent of this Agreement that the Village and its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees will at no time assume responsibility or liability for the actions of Library Board or any of the workers or other persons on the Property or relative to the Project. As between the

Village and its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees and Library Board, Library Board shall at all times be held solely responsible to all persons on the Property, present there because of the Project and construction and development thereon.

The Library Board, its successors and assigns, shall further indemnify, hold harmless and defend the Village and its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees from any and all claims or losses, including but not limited to attorney's fees, costs and expenses, of any kind or nature which arise, either directly or indirectly, out of the actions of the Library Board or the agents, representatives and employees of the Library, in furtherance of this Agreement.

The Village, its successors and assigns, shall indemnify, hold harmless and defend the Library Board and its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees from any and all claims or losses, including but not limited to attorney's fees, costs and expenses, of any kind or nature which arise, either directly or indirectly, out of the actions of the Village or the agents, representatives and employees of the Village, in furtherance of this Agreement.

XVII. NO WAIVER OF TORT IMMUNITY DEFENSES

Nothing contained in any provision of this Agreement shall constitute a waiver of the defenses available under the Illinois Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 et seq.) with respect to claims by third parties.

XVIII. SPECIAL COVENANTS AND OBLIGATIONS OF THE LIBRARY BOARD

A. The Library Board shall cause the construction of the Project to be prosecuted and completed pursuant to the terms hereof with commercially reasonable due diligence, in good

faith and without delay.

B. The Library Board shall complete the Project in a good and workmanlike manner in accordance with all applicable federal, State and county laws and regulations and the Village codes, ordinances and regulations, including but not limited to all local zoning, building, electric, plumbing and fire codes, environmental laws regulations and orders and any other applicable codes and ordinances of the Village which are in effect from time to time and the issuance of each building permit.

C. Within three (3) months of the Effective Date of this Agreement, the Library Board shall demonstrate to the Village's reasonable satisfaction that Library Board has \$3,425,454 in reserve funds to pay towards the costs of the Project.

D. The Library Board shall establish and maintain a separate Building Renovation Loan Fund for the sole purpose of providing for the collection of funds for the payment of debt service on the Loan. The proceeds of all Special Debt Service Tax Levies and interest earned thereon shall be directly deposited and maintained in the Building Renovation Loan Fund as well as the proceeds of the sale of the Vacant Property when realized. At such time as all principal and interest payments on the note have been satisfied in full, the Library may apply any residual balances toward any other lawful use.

XIX. BREACH OF AGREEMENT AND ENFORCEMENT

In the event of a breach of this Agreement committed prior to the receipt of the Loan proceeds, the non-breaching Party may in its sole and absolute discretion terminate this Agreement. In the event of a breach of this Agreement the non-breaching Party may institute such proceedings as are deemed necessary or desirable in its opinion to cure and remedy the breach, including but not limited to an action to restrain any such breach, an action to compel

specific performance, or any action in law or equity. The rights and remedies shall be cumulative and the exercise of one or more such remedies shall not preclude any other remedy for the same breach. Nothing set forth herein shall constitute a waiver of any rights with respect to the provisions of the Note and/or the Mortgage.

XX. TERM OF AGREEMENT AND TERMINATION

A. This Agreement shall remain in full force and effect from the date of execution hereof until the date of full repayment of the Loan. Upon expiration of the term of this Agreement, the Village shall deliver to the Library Board all documents necessary to discharge the lien under the Mortgage.

B. This Agreement may be terminated by either Party should the conditions precedent as set forth in Section V. not occur by June 1, 2019.

XXI. AGREEMENT TO PAY FEES AND EXPENSES

The Library Board shall pay the Village for all of its fees, costs and expenses incurred by the Village in connection with or arising out of the this Agreement, the Note or the Mortgage, and including any such costs, attorney's fees and expenses of enforcement of this Agreement, the Note or the Mortgage, through an action in law or in equity.

XXII. OPINION OF LIBRARY COUNSEL

The Library Board shall cause its legal counsel to provide its opinion in the form attached hereto as Exhibit F.

XXIII. MISCELLANEOUS PROVISIONS

A. Notices.

All notices, certificates, approvals, consents or other communications desired or required to be given hereunder shall be given in writing at the addresses set forth below, by any of the

following means: (1) personal service, (2) overnight courier, or (3) registered or certified mail, postage prepaid, return receipt requested.

If to Village: Village Manager
Village of Carol Stream
500 North Gary Avenue
Carol Stream, Illinois 60188

With a copy to: Klein, Thorpe and Jenkins, Ltd.
20 North Wacker Drive, Suite 1660
Chicago, Illinois 60606-2903
Attention: James A. Rhodes

If to Library Board: Executive Director
Carol Stream Public Library
616 Hiawatha Drive
Carol Stream, Illinois 60188

With a copy to: Ancel Glink, P.C.
140 S. Dearborn Street, Floor 6
Chicago, Illinois 60603
Attention: W. Britt Isaly

The Parties, by notice hereunder, may designate any further or different addresses to which subsequent notices, certificates, approvals, consents or other communications shall be sent.

B. Headings

The headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

C. Maintenance of Records

The Library Board shall maintain all records relating to the use of the Loan proceeds and the repayment of the Loan for a period of four (4) years after the payment in full of the Note.

D. Choice of Law / Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and any court proceedings between the parties hereto shall be brought in the 18th Judicial Circuit, Du Page County, Illinois.

E. Entire Contract and Amendments.

This Agreement (together with the exhibits attached hereto) is the entire contract between the Village and Library Board relating to the subject matter hereof, supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the Village and Library Board, and may not be modified or amended except by a written instrument executed by the Parties hereto.

F. Third Parties.

Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other person other than the Village and Library Board, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to either the Village or Library Board, nor shall any provision give any third parties any rights of subrogation or action over or against either the Village or Library Board. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.

G. Cooperation and Further Assurances.

The Village and Library Board each covenant and agree that each will do, execute, acknowledge and deliver or cause to be done, executed and delivered, such agreements, instruments and documents supplemental hereto and such further acts, instruments, pledges and transfers as may be reasonably required for the better clarifying, assuring, mortgaging,

conveying, transferring, pledging, assigning and confirming unto the Village or Library Board or other appropriate persons all and singular the rights, property and revenues covenanted, agreed, conveyed, assigned, transferred and pledged under or in respect of this Agreement.

H. No Joint Venture, Agency or Partnership Created.

Nothing in this Agreement, or any actions of the Parties to this Agreement, shall be construed to create the relationship of a partnership, agency or joint venture between the Village and Library Board.

I. Successors and Assigns

This Agreement shall be binding upon the Parties and their successors and/or assigns.

J. No Waiver of Rights

The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement, or to exercise any of its rights hereunder, shall not waive such rights and such Party shall have the right to enforce all such rights at any time.

K. Exhibits.

The following exhibits are attached hereto and made a part hereof or incorporated herein by reference and made a part hereof:

L. Drafter Bias.

The Parties acknowledge and agree that the terms of this Agreement are the result of on-going and extensive negotiations between the Parties, both of which are represented by independent counsel and that this Agreement is a compilation of said negotiations. As a result, in the event that a court is asked to interpret any portion of this contract, neither of the Parties shall be deemed the drafter hereof and neither shall be given benefit of such presumption that may be set out by law.

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

VILLAGE OF CAROL STREAM
an Illinois home rule municipal corporation

ATTEST:

By: _____
Mayor

By: _____
Village Clerk

BOARD OF LIBRARY TRUSTEES:

ATTEST:

By: _____
President

By: _____
Secretary

ACKNOWLEDGMENTS

State of Illinois)
) SS
County of Du Page)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Frank Saverino, Sr. and Laura Czarnecki, personally known to me to be the Mayor and Village Clerk of the Village of Carol Stream, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Village Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this ____ day of _____, 2018.

Notary Public

State of Illinois)
) SS
County of Du Page)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Edward Jourdan and Mansi Patel, personally known to me to be the President and Secretary of the Carol Stream Board of Library Trustees, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument and caused the seal of said Board of Library Trustees to be affixed thereto, pursuant to authority given by the Board of Library Trustees, as their free and voluntary act, and as the free and voluntary act and deed of said Board of Library Trustees, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this ____ day of _____, 2018.

Notary Public

EXHIBIT A
PAYMENT SCHEDULE

Carol Stream Public Library
Library Building Renovation Project

Loan Amount: \$2,000,000.00
 Interest Rate: 3.00%
 Number of Years: 10
 Annual Payment: \$234,461.01

<u>Period</u>	<u>Date</u>	<u>Beginning Balance</u>	<u>Payment</u>	<u>Principal</u>	<u>Interest</u>	<u>Cumulative Principal</u>	<u>Cumulative Interest</u>	<u>Ending Balance</u>
1	12/1/2019	2,000,000.00	\$234,461.01	\$174,461.01	\$ 60,000.00	\$174,461.01	\$ 60,000.00	\$ 1,825,538.99
2	12/1/2020	1,825,538.99	234,461.01	179,694.84	54,766.17	354,155.85	114,766.17	1,645,844.15
3	12/1/2021	1,645,844.15	234,461.01	185,085.69	49,375.32	539,241.54	164,141.49	1,460,758.46
4	12/1/2022	1,460,758.46	234,461.01	190,638.26	43,822.75	729,879.79	207,964.25	1,270,120.21
5	12/1/2023	1,270,120.21	234,461.01	196,357.40	38,103.61	926,237.20	246,067.85	1,073,762.80
6	12/1/2024	1,073,762.80	234,461.01	202,248.13	32,212.88	1,128,485.32	278,280.74	871,514.68
7	12/1/2025	871,514.68	234,461.01	208,315.57	26,145.44	1,336,800.89	304,426.18	663,199.11
8	12/1/2026	663,199.11	234,461.01	214,565.04	19,895.97	1,551,365.93	324,322.15	448,634.07
9	12/1/2027	448,634.07	234,461.01	221,001.99	13,459.02	1,772,367.92	337,781.17	227,632.08
10	12/1/2028	227,632.08	234,461.01	227,632.09	6,828.96	2,000,000.00	344,610.14	(0.00)
			\$2,344,610.10	2,000,000.00	344,610.14			

EXHIBIT B

NOTE

Principal Amount: \$2,000,000.00

Date of Note: _____

PROMISE TO PAY. The **Carol Stream Board of Library Trustees**, (“Borrower”) promises to pay to the **Village of Carol Stream**, Illinois, an Illinois Municipal Corporation, (“Village”) the principal sum of Two Million (\$2,000,000.00) Dollars (the “Principal”), together with interest on the unpaid balance from the date of the receipt of the loan proceeds.

INTEREST. Interest will be charged on unpaid Principal until paid in full. Borrower will pay interest at an annual interest rate of three per cent (3%) (the “Interest Rate”). The Interest Rate required herein is the rate the Borrower will pay both before and after any default.

PAYMENT. Borrower’s first payment shall be due on December 1, 2019, and all subsequent payments will be due on the same day of each subsequent year after that. Borrower’s final payment shall be due on December 1, 2028 (the “Maturity Date”) and will be for all principal and accrued interest not yet paid unless the term is extended as provided in the Intergovernmental Loan Agreement between the Borrower and the Village, dated _____, 2018, which Intergovernmental Loan Agreement is incorporated by reference herein. Except during a Period of Interruption as defined within the Intergovernmental Loan Agreement, Borrower shall make annual payments as provided in the attached Schedule A. During a Period of Interruption, Borrower shall be required to make payments as provided within the Intergovernmental Loan Agreement.

MORTGAGE. This Note is secured by a Mortgage dated even date with this Note (the “Mortgage”) covering the real property located within DuPage County, Illinois, described in the Intergovernmental Loan Agreement and as legally described in said Mortgage (the “Property”).

RIGHT TO PREPAY. The Borrower shall have the right to make payments of Principal at any time before such payments are due (“Prepayment”). The Borrower may make a full Prepayment or a partial Prepayment without paying any prepayment penalty or charge, provided that each Prepayment is accompanied by the accrued interest on the amount of Principal prepaid calculated to the date of the Prepayment. If Borrower makes a partial Prepayment, there will be no changes in the Maturity Date or in the amount of the annual payment, except as may be provided in the Intergovernmental Loan Agreement.

APPLICATION OF PAYMENTS. The order of application of payments received from the Borrower shall be as follows: (a) to unpaid Late Charges; (b) to accrued interest on the unpaid balance hereof; and (c) to unpaid Principal.

BORROWER'S FAILURE TO PAY AS REQUIRED.

A. Late Charge. If the Village has not received the payment as provided within the Intergovernmental Loan Agreement within fifteen (15) calendar days of the date due, the Borrower shall be charged a Late Charge in the amount of five per cent (5%) of the overdue payment of Principal and Interest.

B. Default. The failure of the Borrower to pay each payment as provided within the Intergovernmental Loan Agreement shall constitute a default.

C. Notice of Default. If the Borrower is in default, the Village may send written notice ("Default Notice") to Borrower. Borrower shall have thirty (30) days after the date on which the Notice of Default is delivered or mailed to Borrower to cure such Default.

D. Failure to Cure. In the event Borrower fails to cure a Default, the Village shall have all rights and remedies under law, including but not limited to the right to foreclose upon the Mortgage.

E. No Waiver by Village. Any forbearance by the Village in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not constitute a waiver or preclude the exercise of any right or remedy by the Village.

F. Payment of Village's Costs and Expenses. The Village shall have the right to be paid back by the Borrower for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses shall include all court costs and reasonable attorney's fees and expenses.

NOTICES. Any and all notices, demands, consents and approvals required under this Note shall be sent and deemed received a) on the third business day after mailed by certified or registered mail, postage prepaid, return receipt requested, or b) on the next business day after deposit with a nationally recognized overnight delivery service (such as Federal Express or Airborne) for guaranteed next business day delivery, or c) by facsimile transmission on the day of transmission, with the original notice together with the confirmation of transmission mailed by certified or registered mail, postage prepared, return receipt requested, if addressed to the parties as follows:

To the Village:

Village of Carol Stream
500 N. Gary Avenue
Carol Stream, Illinois 60188
Attention: Village Manager

with copies to:

James A. Rhodes
Klein, Thorpe & Jenkins, Ltd.
20 N. Wacker Drive, Suite 1660
Chicago, Illinois 60606

If to Borrower:

Carol Stream Library Board of Trustees
616 Hiawatha Drive
Carol Stream, Illinois 60188
Attention: Executive Director

With copies to:

W. Britt Isaly
Ancel Glink, P.C.
140 S. Dearborn Street, Floor 6
Chicago, Illinois 60603

Either party hereto may change the name(s) and address(es) of the designee to whom notice shall be sent by giving written notice of such change to the other party hereto in the same manner, as all other notices are required to be delivered hereunder.

WAIVERS. The Borrower hereby waives the right of presentment of this Note for payment, or any requirements for notice of dishonor or notice of protest regarding the terms hereof. The term “presentment” means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN THE BORROWER. If all or any part of the Property or any interest in the Property is sold or transferred, without the Village’s prior written consent, the proceeds of such sale shall be paid to the Village as Prepayment of the Principal.

AMENDMENT. This Note shall not be changed, modified or terminated except in writing, signed on behalf of Borrower and the Village.

GOVERNING LAW. This Note and the rights and duties of the parties hereunder shall be governed by the laws of the State of Illinois.

AUTHORITY. The Borrower has duly authorized the execution and delivery of this Note and all actions required to be taken to authorize execution of this Note have been validly and duly taken in accordance with law. This Note constitutes the legal, valid and binding obligation of the

Board of Library Trustees of the Village of Carol Stream, as the Borrower hereunder, enforceable in accordance with its terms.

Board of Library Trustees of the Village of Carol Stream

By: _____
President

ATTEST:

Secretary

State of Illinois)
) SS
County of Du Page)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Edward Jourdan and Mansi Patel, personally known to me to be the President and Secretary of the Board of Library Trustees of the Village of Carol Stream, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument and caused the seal of said Board of Library Trustees to be affixed thereto, pursuant to authority given by the Board of Library Trustees, as their free and voluntary act, and as the free and voluntary act and deed of said Board of Library Trustees, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this ____ day of _____, 2018.

Notary Public

EXHIBIT C

THIS DOCUMENT WAS
PREPARED BY:

James A. Rhodes

Klein Thorpe and Jenkins, Ltd.

20 North Wacker Drive

Suite 1660

Chicago, Illinois 60606

AFTER RECORDING
RETURN TO:

VILLAGE MANAGER
Village of Carol Stream
500 North Gary Avenue
Carol Stream, IL 60188

ABOVE SPACE FOR RECORDER]

MORTGAGE

THIS MORTGAGE made this _____ day of _____, 2018, by the Board of Library Trustees of the Carol Stream Library, a public library organized and operating pursuant to the provisions of the Illinois Local Library Act, 75 ILCS 5/1-0.1 et seq., whose address is 616 Hiawatha Drive, Carol Stream, Illinois 60188, (hereinafter referred to as "Mortgagor") and the Village of Carol Stream, an Illinois municipal corporation, whose address is 500 N. Gary Avenue, Carol Stream, Illinois 60188 (hereinafter referred to as "Mortgagee");

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of TWO MILLION AND NO/100THS (\$2,000,000.00) Dollars, which indebtedness is evidenced by Mortgagor's Note of even date herewith, hereinafter referred to as the "Note," a copy of which is attached hereto and incorporated herein as Exhibit A), which provides for payments of the indebtedness as set forth therein;

NOW THEREFORE, the Mortgagor, to secure the payment of the Note, the payment of all other sums advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of the Mortgagor herein contained, does hereby mortgage, grant and convey to Mortgagee the following described real estate located in the Village of Carol Stream, County of Du Page, State of Illinois to wit:

PARCEL ONE:

LEGAL DESCRIPTION:

LOT 1 (EXCEPT THAT PART THEREOF DEDICATED FOR HIAWATHA DRIVE) IN CAROL STREAM LIBRARY ASSESSMENT PLAT OF PART OF THE SOUTH ½ OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 21, 1976, AS DOCUMENT NUMBER R76-76155, IN DUPAGE COUNTY, ILLINOIS.

Subject Property P.I.N.: 02-29-302-001

Common Address: 616 Hiawatha Drive, Carol Stream, Illinois 60188

PARCEL TWO:

LEGAL DESCRIPTION:

THAT PART OF THE SOUTHWEST ¼ OF SECTION 30, AND THAT PART OF THE NORTHWEST ¼ OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPLE MERIDIAN, DESCRIBED BY BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHWEST ¼ AND RUNNING THENCE SOUTH 0 DEGREES, 6 MINUTES EAST ALONG THE EAST LINE OF SAID NORTHWEST ¼, 573.11 FEET; THENCE SOUTH 87 DEGREES, 04 MINUTES 48 SECONDS WEST ALONG A LINE THAT INTERSECTS THE WEST LINE OF SAID NORTHWEST ¼ AT A POINT THAT IS 573.83 FEET SOUTH OF THE NORTHWEST CORNER OF SAID NORTHWEST ¼ (AS MEASURED ALONG THE WEST LINE THEREOF), 519.38 FEET; THENCE NORTH 0 DEGREES 03 MINUTES, 24 SECONDS WEST 674.93 FEET TO A POINT ON A LINE PARALLEL WITH AND 336.0 FEET SOUTH, MEASURED ALONG THE EAST LINE OF SAID SOUTHWEST ¼, OF AN OLD LINE OF MONUMENTATION AND OCCUPATION ON THE SOUTH LINE OF LUENHAGEN FARM, SAID POINT BEING ON A LINE PARALLEL WITH AND 519.38 FEET WEST OF SAID EAST LINE, AS MEASURED PARALLEL WITH SAID OLE LINE OF MONUMENTATION AND OCCUPATION; THENCE NORTH 87 DEGREES 04 MINUTES, 13 SECONDS EAST, PARALLEL WITH SAID OLD LINE OF MONUMENTATION AND OCCUPATION 519.38 FEET TO SAID EAST LINE OF SAID SOUTHWEST ¼; THENCE SOUTH 0 DEGREES, 11 MINUTES WEST ALONG SAID EAST LINE, 101.89 FEET TO THE POINT OF BEGINNING, IN BLOOMINGDALE TOWNSHIP, IN DUPAGE COUNTY, ILLINOIS.

Subject Property P.I.N.'s: 02-31-100-006 and 02-30-300-015

Property Commonly Known As: 2N540 Kuhn Road, Carol Stream, Illinois

and which, with the property herein described, is referred to herein both individually and collectively as the "Premises".

TOGETHER with all improvements, tenements, easements, fixtures and appurtenances thereon belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto, and all fixtures or apparatus now or hereafter therein, and shall be for the purposes of this Mortgage to be deemed to be real estate and conveyed and mortgaged hereby.

Mortgagor covenants that Mortgagor is lawfully seized of the Premises hereby conveyed and has the right to mortgage, grant and convey the Premises; that the property is not subject to homestead rights of any person, that the Premises is unencumbered, and that Mortgagor will warrant and defend generally the title to the Premises against all claims and demands, subject to any declarations, easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Mortgagor's interest in the Premises.

The Note, secured by this Mortgage, evidences a loan made to Mortgagor by the Village of Carol Stream pursuant to a certain Intergovernmental Loan Agreement of even date herewith, entered into between the Mortgagor(s) and the Village, which Intergovernmental Loan Agreement is incorporated by reference herein.

IT IS FURTHER UNDERSTOOD THAT:

1. Mortgagor shall promptly pay when due the principal and any interest on the indebtedness evidenced by the Note, and the principal of any interest on any future advances allowed under and secured by this Mortgage in accordance with the terms of the Intergovernmental Loan Agreement.

2. In addition, the Mortgagor shall:

(a) Promptly repair, restore or rebuild any improvement now or hereafter on the property which may become damaged or destroyed.

(b) Pay immediately when due and payable all general taxes, special taxes, special assessments, water charges, sewer service charges, and other taxes and charges against the property including those heretofore due, and to furnish the Mortgagee, upon request, with the original or duplicate receipts therefore, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement.

(c) Keep the improvements now existing or hereafter erected on the property insured against loss or damage by fire, lightning, wind storm or such other hazards, as required by the Intergovernmental Loan Agreement. Application by the Mortgagee of any of the proceeds of such insurance to the indebtedness hereby secured shall not excuse the Mortgagor from making all monthly payments until the indebtedness is paid in full. In the event of a loss, Mortgagor shall give prompt notice to the insurance carrier and Mortgagee. Mortgagee may make proof of loss if not made and promptly delivered at least ten (10) days before such insurance shall expire. All policies shall provide further that Mortgagee shall receive ten (10)

days' notice prior to cancellation. So long as this Mortgage is not in default, such insurance proceeds, after deducting therefrom any expenses incurred in the collection thereof, shall be made available by the Mortgagee for the rebuilding or restoration of the Premises.

(d) Complete within a reasonable time any buildings or improvements now or at any time in process of erection upon said property.

(e) Subject to the provisions hereof, restore and rebuild any buildings or improvements now or at any time upon said property and destroyed by fire or other casualty so as to be of at least equal value or substantially the same character as prior to such damage or destruction. In any case, where the insurance proceeds are made available for rebuilding and restoration, such proceeds shall be disbursed upon the disbursing party being furnished with satisfactory evidence of the estimated cost of completion thereof and with architects certificates, waivers of lien, contractors and subcontractors sworn statements and other evidence of cost and payment so that the disbursing party can verify that the amounts disbursed from time to time are represented by completed and in place work and that said work is free and clear of mechanics lien claims. No payment prior to the final completion of the work shall exceed ninety percent (90%) of the value of the work performed from time to time and at all times the undisbursed balance of such proceeds remaining in the hands of the disbursing party shall be at least sufficient to pay for the cost of completion of the work free and clear of liens. Any surplus which remains out of said insurance proceeds after payment of such costs of building or restoring shall at the option of the Mortgagee be applied on accounts of indebtedness secured hereby or be paid to any party entitled thereto without interest.

(f) Keep said Premises in good condition and repair without waste and free from any mechanic's or other lien claims not expressly subordinated to the lien hereof.

(g) Not to suffer or permit any unlawful use of or any nuisance to exist on said Premises nor to diminish nor impair its value by any act or omission to act.

(h) Comply with all requirements of law or municipal ordinances with respect to the Premises and the use thereof.

3. It is agreed that any transfer, sale or conveyance of any right, title or interest in the Premises or any portion thereof, to any person or entity other than the Mortgagor, without the prior written approval of the Village, or any default on the Note, or in the performance of the terms or conditions of the Intergovernmental Loan Agreement or this Mortgage, shall constitute a default hereunder on account of which the holder of the Note secured hereby may, at its option, declare the entire indebtedness evidenced by said Promissory Note to be immediately due and payable and foreclose this Mortgage immediately or at any time such default occurs.

4. In the case of a failure to perform any of the covenants herein, or if any action or proceeding is commenced which materially affects Mortgagee's interest in the Premises, including but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, the Mortgagee may do on the Mortgagor's behalf everything so covenanted; the Mortgagee may also do any act it may deem necessary to protect the lien hereof; and the Mortgagor will repay upon demand any monies paid or disbursed, including reasonable attorney's fees and expenses, by the Mortgagee, for any of the above

purposes and such monies together with interest thereon at the rate set forth in the Note secured hereby shall become so much additional indebtedness hereby secured and may be included in any decree foreclosing this Mortgage and be paid out of the rents or proceeds of sale of said Premises if not otherwise paid. It shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance or claim in advancing monies as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any monies for any purpose nor to any act hereunder; and the Mortgagee shall not incur any personal liability because of anything it may do or not do hereunder nor shall any acts of Mortgagee act as a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured by this Mortgage or to proceed to foreclose its Mortgage.

5. It is the intent hereof to secure payment of the Note whether the entire amount shall have been advanced to the Mortgagor at the date hereof or at a later date, or having been advanced, shall have been repaid in part and further advances made at a later date, which advances shall in no event operate to make the principal sum of the indebtedness greater than the original principal amount plus any amount or amounts that may be added to the mortgage indebtedness under the terms of this Mortgage for the purpose of protecting the security.

6. Time is of the essence hereof, and if default be made in performance of any covenant herein contained in the Note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of the Premises, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of its creditors or if its property be placed under control of or in custody of any court or officer of the government or if the Mortgagor abandons the Premises, or fails to pay when due any share or assessment (whether for insurance premiums, maintenance, taxes, capital improvement), then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare, without notice, all sums secured hereby immediately due and payable, unless such default be remedied by Mortgagor, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagee to the Mortgagor, and said Mortgagee may also immediately proceed to foreclose this Mortgage, and in any foreclosure a sale may be made of the Premises as a single parcel or as separate parcels, in the sole discretion of the Mortgagee. Mortgagor shall not be in default of any payment specified herein or in the Note unless at least fifteen (15) days shall have passed from the due date of said payment.

7. Upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may at any time, after the sale, appoint either the Mortgagee as "Mortgagee in Possession" or a receiver, with power to manage and rent and to collect the rents, issues and profits of said Premises during the pendency of such foreclosure suit and the statutory period of redemption and such rents, issues and profits, when collected, may be applied before as well as after the foreclosure sale, towards the payment of the indebtedness, costs, taxes, insurance and other items including the expenses of such receivership or on any deficiency decree whether there be a decree therefore in personam or not, and if a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, unless there be redemption or not, and until the issuance of a deed in case of sale, but if no deed be issued, until the expiration of the statutory period during which it may be issued and no lease

of said Premises shall be nullified by the appointment or entry in possession of a receiver but he may elect to terminate any lease junior to the lien hereof; and upon foreclosure of said Premises, there shall be allowed and included as an additional indebtedness in the decree of sale all expenditures and expenses together with interest thereon at the rate of three (3) percent, which may be paid or incurred by or in behalf of the Mortgagee for attorney's fees, Mortgagee's fees, appraiser's fees, court costs and costs (which may be estimated as to and include items to be expended after the entry of the decree) and of procuring all such data with respect to title as Mortgagee may reasonably deem necessary either to prosecute such suit or to evidence to bidders at any sale held pursuant to such decree the true title to or value of said premises; all of which aforesaid amounts together with interest as herein provided shall be immediately due and payable by the Mortgagor in connection with (a) any proceeding, including probate or bankruptcy proceedings to which either party hereto shall be a party by reason of this Mortgage or the Note hereby secured; or (b) preparations for the accrual of the right to foreclosure, whether or not actually commenced; or (c) preparations for the defense of or intervention in any suit or proceeding which might affect the Premises or the security hereof. In the event of a foreclosure sale of said Premises, there shall first be paid out of the proceeds thereof all of the aforesaid items, then the entire indebtedness whether due and payable by the terms hereof or not and the interest due thereon up to the time of such sale, and the over-plus, if any, shall be paid to the Mortgagor, and the purchaser shall not be obliged to see to the application of the purchase money.

8. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Mortgagee to any successor in interest of Mortgagor shall not operate to release in any manner the liability of the original Mortgagor and Mortgagor's successor in interest. Mortgagee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sum secured by this Mortgage by reason of any demand made by the original Mortgagor and Mortgagor's successors in interest.

9. Any forbearance by Mortgagee in exercising any right or remedy hereunder or otherwise afforded by applicable law shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's right to accelerate the indebtedness secured by this Mortgage.

10. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity and may be exercised concurrently, independently or successively.

11. The covenants contained herein shall bind, and the rights hereunder shall inure, to the respective successors and assigns of Mortgagee and Mortgagor subject to the provisions of paragraph 4 hereof. All covenants and agreements of Mortgagor shall be binding upon the beneficiaries of Mortgagor and any other party claiming any interest in the Premises under Mortgagor.

12. Except to the extent any notice shall be required under applicable law to be given in another manner, any notice to Mortgagor shall be given by mailing such notice by certified mail addressed to Mortgagor at the Mortgagor's address as set forth herein, or at such other address as

Mortgagor may designate by notice to Mortgagee as provided herein and any notice to Mortgagee shall be given by certified mail, return receipt requested, to Mortgagee's address stated herein or to such other address as Mortgagee may designate by notice to Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given when given in the manner designated herein, effective on the date of receipt.

13. Upon payment of all sums secured by this Mortgage, Mortgagee shall release this Mortgage without charge to Mortgagor. Mortgagor shall pay all costs of recordation of any documentation necessary to release this Mortgage.

14. Mortgagor assigns to Mortgagee and authorizes the Mortgagee to enforce and collect any award for condemnation of all or any part of the Premises. The Mortgagee may, in its discretion, apply any such award to amounts hereunder, or for restoration of the Premises.

15. Mortgagee, its agents and designees shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

16. Mortgagor will at all times deliver to the Mortgagee duplicate originals or certified copies of all leases, agreements and documents relating to the Premises and shall permit access by the Mortgagee to its books and records, insurance policies and other papers for examination and making copies and extracts thereof.

17. Mortgagee in making any payment hereby authorized: (a) relating to taxes and assessments, may do so accordingly to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim therefore; or (b) for the purchase, discharge, compromise or settlement of any other prior lien, may do so without inquiry as to the validity or amount for any claim for lien which may be asserted.

18. The Mortgagor will pay all utility charges incurred in connection with the Premises and all improvements thereon and maintain all utility services now or hereafter available for use at the Premises.

19. If the Premises are now or hereafter located in an area which has been identified by the Secretary of Housing and Urban Development as a flood hazard area and in which flood insurance has been made available under the National Flood Insurance Act of 1968 (the Act), the Mortgagor will keep the Premises insured up to the maximum limit of coverage available under the Act.

20. This Mortgage shall be governed by the laws of the State of Illinois. In the event one or more of the provisions contained in this Mortgage shall be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Mortgage.

21. In the event of a deficiency upon a sale of the whole or a part of the Premises pledged hereunder by Mortgagor, then the Mortgagor shall pay such deficiency including all expenses and fees which may be incurred by the holder of the Note secured by this Mortgage in enforcing any of the terms and provisions of this Mortgage.

EXHIBIT D

LEGAL OF LIBRARY PROPERTY

LOT 1 (EXCEPT THAT PART THEREOF DEDICATED FOR HIAWATHA DRIVE)
IN CAROL STREAM LIBRARY ASSESSMENT PLAT OF PART OF THE SOUTH ½
OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 40 NORTH,
RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE
PLAT THEREOF RECORDED OCTOBER 21, 1976, AS DOCUMENT NUMBER
R76-76155, IN DUPAGE COUNTY, ILLINOIS.

Subject Property P.I.N.: 02-29-302-001

ADDRESS: 616 Hiawatha Drive, Carol Stream, Illinois 60188

EXHIBIT E

LEGAL OF VACANT PROPERTY

THAT PART OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 30, AND THAT PART OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPLE MERIDIAN, DESCRIBED BY BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHWEST $\frac{1}{4}$ AND RUNNING THENCE SOUTH 0 DEGREES, 6 MINUTES EAST ALONG THE EAST LINE OF SAID NORTHWEST $\frac{1}{4}$, 573.11 FEET; THENCE SOUTH 87 DEGREES, 04 MINUTES 48 SECONDS WEST ALONG A LINE THAT INTERSECTS THE WEST LINE OF SAID NORTHWEST $\frac{1}{4}$ AT A POINT THAT IS 573.83 FEET SOUTH OF THE NORTHWEST CORNER OF SAID NORTHWEST $\frac{1}{4}$ (AS MEASURED ALONG THE WEST LINE THEREOF), 519.38 FEET; THENCE NORTH 0 DEGREES 03 MINUTES, 24 SECONDS WEST 674.93 FEET TO A POINT ON A LINE PARALLEL WITH AND 336.0 FEET SOUTH, MEASURED ALONG THE EAST LINE OF SAID SOUTHWEST $\frac{1}{4}$, OF AN OLD LINE OF MONUMENTATION AND OCCUPATION ON THE SOUTH LINE OF LUENHAGEN FARM, SAID POINT BEING ON A LINE PARALLEL WITH AND 519.38 FEET WEST OF SAID EAST LINE, AS MEASURED PARALLEL WITH SAID OLE LINE OF MONUMENTATION AND OCCUPATION; THENCE NORTH 87 DEGREES 04 MINUTES, 13 SECONDS EAST, PARALLEL WITH SAID OLD LINE OF MONUMENTATION AND OCCUPATION 519.38 FEET TO SAID EAST LINE OF SAID SOUTHWEST $\frac{1}{4}$; THENCE SOUTH 0 DEGREES, 11 MINUTES WEST ALONG SAID EAST LINE, 101.89 FEET TO THE POINT OF BEGINNING, IN BLOOMINGDALE TOWNSHIP, IN DUPAGE COUNTY, ILLINOIS.

Subject Property P.I.N.'s: 02-31-100-006 and 02-30-300-015

Property Commonly Known As: 2N540 Kuhn Road, Carol Stream, Illinois

EXHIBIT F

Form Of Opinion Of Counsel To The Library Board

[Letterhead of _____]

[Date]

President and Board of Trustees
Village of Carol Stream, Illinois
500 N. Gary Avenue
Carol Stream, Illinois 60188

Dear President and Board of Trustees:

We have acted as counsel to the Library Board of Trustees of the Village of Carol Stream, (the "**Library Board**"), in connection with the execution and delivery by the Library Board of an Intergovernmental Loan Agreement, dated as of _____, 2018, between the Library Board and the Village of Carol Stream, DuPage County, Illinois (the "**Village**"), a Note and Mortgage. We are delivering this opinion to you at the request of the Library Board and pursuant to Section XXII of the Intergovernmental Loan Agreement.

As Counsel to the Library Board, we are of the opinion that:

(i) The Carol Stream Public Library is a duly created and validly existing public library pursuant to the provisions of the Illinois Local Library Act, 75 ILCS 5/1-1 et seq., and in good standing under the laws of the State of Illinois.

(ii) The Library Board has all requisite corporate power and authority to execute and deliver the Intergovernmental Loan Agreement, Note and Mortgage and to perform its obligations under each of those documents.

(iii) The Intergovernmental Loan Agreement, Note and Mortgage constitute the legal, valid and binding obligation of the Library Board, legally enforceable against the Library Board in accordance with its terms.

(iv) The performance by the Library Board of its obligations under the Intergovernmental Loan Agreement, Note and Mortgage will not violate: (a) any judgment, order, writ, injunction, decree or award binding upon the Library Board and known to us; or (b) the terms of any indenture, mortgage, deed of trust, guaranty, lease or other agreement or instrument to which the Library Board is a Party and known to us.

(v) To our knowledge, there is no claim, action, temporary restraining order, injunction, suit or proceeding at law or in equity, before or by any judicial or administrative court, governmental agency, public board or body pending or threatened against the Library Board (a) seeking to prohibit, restrain or enjoin the performance by

the Library Board of the Intergovernmental Loan Agreement, Note and Mortgage; or (b) contesting the existence of the Library Board or public library, or the power and authority of the Library Board to consummate the transactions contemplated by the Intergovernmental Loan Agreement, Note and Mortgage.

This opinion is expressly limited to the matters expressly set forth in this letter, and no opinion is implied or may be inferred beyond the matters expressly set forth in this letter.

The opinions expressed above are intended solely for your use. No one other than you shall be entitled to rely on this opinion letter, and this opinion letter shall not be relied upon for any other purpose, without our prior express written consent.

This opinion is given as of the date hereof and we undertake no obligation to advise you or anyone else of any subsequent changes in any matter stated herein, changes in any law related thereto or changes in facts or any other matters that hereafter may occur or be brought to our attention. The opinion expressed herein is specifically limited to the laws of the State of Illinois and no opinion, express or implied, is rendered as to the effect that the law of any other jurisdiction might have upon the subject matter of the opinion expressed herein.

Under Section 975 of the Dodd-Frank Act, this law firm has not and does not hold itself out as a financial advisor or financial expert regarding the issuance of municipal securities or municipal financial products, and any advice, recommendation or opinion which our firm offers is not intended to be and should not be deemed to be provided by a financial advisor or financial expert regarding the issuance of municipal securities or municipal financial products.

Very respectfully yours,


ANCEL GLINK, PC

By: _____

cc: Village Manager
Corporation Counsel

Village of Carol Stream
Interdepartmental Memo

TO: Robert J. Mellor, Village Manager

FROM: Donald T. Bastian, Community Development Director 

DATE: October 11, 2018

RE: **Agenda Item for the October 15, 2018 Village Board Meeting – Intergovernmental Agreement (IGA) with the Chicago Metropolitan Agency for Planning (CMAP) for the Unified Development Ordinance (UDO) Project**

The Community Development Department submitted an application to CMAP's Local Technical Assistance (LTA) program in the summer of 2017 in search of funding to comprehensively update the Village's Zoning, Subdivision and Sign Codes. In the fall of 2017, we learned that our application was approved. This project will reorganize all three land use and development-related ordinances into a single Unified Development Ordinance (UDO).

During the past year, staff has worked with CMAP on the development of a Request for Proposals for consultants interested in our UDO project, participated in consultant interviews, and provided CMAP with our consultant recommendation. In September, the CMAP Board approved a contract with staff's recommended consultant for the project, Houseal Lavigne Associates of Chicago.

The next step in the project is approval of an Intergovernmental Agreement between CMAP and the Village of Carol Stream. The IGA outlines the general provisions and responsibilities of both parties, and references the Village's 20% share of the project cost, \$25,033. The Village's share was included in last year's budget but was not spent due to CMAP's project schedule, and the funds were returned to reserves. Although the expense was not included in the current fiscal year budget, funds are available in reserves to cover the Village's portion of the project cost. The Village Attorney has reviewed the IGA and finds it acceptable.

RECOMMENDATION

Staff recommends approval of the IGA between the Village and CMAP. If the Board wishes to authorize the execution of the IGA, it should adopt the attached resolution. Following approval of the IGA, staff anticipates that the project will get underway later this year or early in 2019.

cc: Tom Farace, Planning & Economic Development Manager

DTB:db

t:\planning\cmmap\zoning code update\2018-10-15 vb memo - iga cmap udo.docx

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF
CAROL STREAM AND CHICAGO METROPOLITAN AGENCY FOR PLANNING
(CMAP) FOR THE UNIFIED DEVELOPMENT ORDINANCE PROJECT**

WHEREAS, the Mayor and Board of Trustees of the Village of Carol Stream have determined that it is in the best interest of the Village to enter into an Agreement with the Chicago Metropolitan Agency for Planning (CMAP) for the Unified Development Ordinance Project.

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

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

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

PASSED AND APPROVED THIS 15th DAY OF OCTOBER, 2018.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

Part 1: Scope/Compensation/Term

- A. **Scope of Services and Responsibilities.** CMAP and the GOVERNMENTAL BODY agree as specified in Part 3.
- B. **Compensation and Method of Payment.** Compensation (if any) shall be as specified in Part 4. Payment will be made within thirty (30) days of receipt of invoice unless there is a discrepancy regarding the invoice. Transfer of funds will be made electronically. CMAP certifies the following information:

Bank Name: BMO Harris

Telephone No.: 877-895-3275

Account No.: 2033876

Bank ACH Routing No.: 071000288

CMAP email address for confirmation:

accounting@cmmap.illinois.gov

C. Tax Identification Number.

CMAP certifies that:

- 1. The number shown on this form is a correct taxpayer identification, **and**
- 2. It is not subject to backup withholding because: (a) it is exempt from backup withholding, or (b) has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified CMAP that it is no longer subject to backup withholding, **and**
- 3. It is a U.S. entity (including a U.S. resident alien).

Name of CONTRACTOR: Chicago Metropolitan Agency for Planning

Taxpayer Identification Number: 13-4331367

DUNS No.: 06-858-7112

Legal Status : Local Government

- D. **Term of Agreement.** The term of this Agreement shall be from final signing to September 30, 2020.

- E. **Amendments.** All changes to this Agreement must be mutually agreed upon by CMAP and the GOVERNMENTAL BODY and be incorporated by written amendment, signed by the parties.

Part 2: General Conditions

The following are general conditions of approval and procedural guidelines and specific terms of Agreement to which all projects are subject. Signatories of this Agreement certify that these general conditions will be adhered to unless amended in writing.

1. Complete Agreement.

- a. This Agreement including all exhibits and other documents incorporated or referenced in the Agreement, constitutes the complete and exclusive statement of the terms and conditions of the Agreement between CMAP and the GOVERNMENTAL BODY and it supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect

the validity of other terms or conditions.

b. CMAP's failure to insist in any one or more instances upon the performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of CMAP's right to such performance by the GOVERNMENTAL BODY or to future performance of such terms or conditions and GOVERNMENTAL BODY's obligation in respect thereto shall continue in full force and effect. The GOVERNMENTAL BODY shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions that can affect the work or the cost thereof. Any failure by the GOVERNMENTAL BODY to do so will not relieve it from responsibility for successfully performing the work without additional expense to CMAP.

c. CMAP and the GOVERNMENTAL BODY assume no responsibility for any understanding or representations made by any of its officers, employees or agents prior to the execution of this Agreement, unless such understanding or representations by CMAP are expressly stated in this Agreement.

d. Changes: CMAP and the GOVERNMENTAL BODY may from time to time order work suspension or make any change in the general scope of this Agreement including, but not limited to changes, as applicable, in the drawings, specifications, delivery schedules or any other particular of the description, statement of work or provisions of this Agreement. If any such change causes an increase or decrease in the cost or time required for performance of any part of the work under this Agreement, CMAP shall promptly notify the GOVERNMENTAL BODY and assert its claim for adjustment within thirty (30) days after the change is ordered. A written amendment will be prepared for Agreement between CMAP and the GOVERNMENTAL BODY for changes in scope, time and/or costs. No amendments are effective until there is a written Agreement that has been signed by both parties.

e. Changes to any portion of this Agreement shall not be binding upon CMAP and the GOVERNMENTAL BODY except when specifically confirmed in writing by an authorized representative of CMAP and an authorized representative of the GOVERNMENTAL BODY.

f. For its convenience, CMAP reserves the right to extend the Term of this agreement. Any changes to the Term of this Agreement shall not be binding until specifically confirmed in writing by authorized representatives of both parties.

2. **Compliance/Governing Law.** The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws.
3. **Availability of Appropriation (30 ILCS 500/20-60).** This Agreement is contingent upon and subject to the availability of funds. CMAP, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty, if the Illinois General Assembly, the state funding source, or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason. The GOVERNMENTAL BODY will be notified in writing of the failure of appropriation or of a reduction or decrease.
4. **Allowable Charges.** No expenditures or charges shall be included in the cost of the Project that are: (i) contrary to provisions of this Agreement or the latest budget approved by a duly-authorized official of CMAP and the GOVERNMENTAL BODY; (ii) not directly for carrying out the Project; (iii) of a regular and continuing nature, except that of salaries and wages of appointed principal executives of CMAP who have not been appointed specifically for the purposes of directing the Project, who devote official time directly to the Project under specific assignments, and respecting whom adequate records of the time devoted to and services performed for the Project are maintained by CMAP may be considered as proper costs of the Project to the extent of the time thus devoted and recorded if they are otherwise in accordance with the provisions hereof; or (iv) incurred without the consent of CMAP after written notice of the suspension or termination of any or all of CMAP's obligations under this Agreement.
5. **Audits.** The records and supportive documentation for all completed projects are subject to an on-site audit by CMAP and the GOVERNMENTAL BODY. CMAP and the GOVERNMENTAL BODY reserve the right to

inspect and review, during normal working hours, the work papers of the independent auditor in support of their audit report.

6. **Access to Records.** CMAP and the GOVERNMENTAL BODY shall maintain, for a minimum of **three years** after the completion of the Agreement, adequate books, records and supporting documents related to the Agreement which shall be made available for review upon request. Failure to maintain the books, records and supporting documents required by this Section shall establish a presumption in favor of CMAP for the recovery of any funds paid by CMAP under the Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement. In addition:

- (1) If any litigation, claim or audit is started before the expiration of three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- (2) Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.

CMAP shall include in all subcontracts, if any, under this Agreement a provision that CMAP and the GOVERNMENTAL BODY will have full access to and the right to examine any pertinent books, documents, papers, and records of any such subcontractors involving transactions related to the subcontract for three (3) years from the final payment under that subcontract except that:

- (1) If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- (3) Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.

The term "subcontract" as used in this clause excludes purchase orders not exceeding \$2,500.

7. **Procurement Procedures.** All procurement transactions for Contractual Services, Commodities and Equipment shall be conducted in a manner that provides maximum open and free competition. The GOVERNMENTAL BODY and CMAP shall also meet the following minimum procedural requirements.

- a. **Subcontracting:** Subcontracting, assignment or transfer of all or part of the interests of CMAP concerning any of the obligations covered by this Agreement is prohibited without prior written consent of the GOVERNMENTAL BODY.
- b. **Procurement of Goods or Services:** For purchases of products or services with any Agreement funds that cost more than \$2,500 but less \$10,000, CMAP shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any Agreement funds that are in excess of \$10,000 will require CMAP to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures the procedures of CMAP will be used. CMAP may only procure products or services from one source with any Agreement funds if: (1) the products or services are available only from a single source; or (2) after solicitation of a number of sources, competition is determined inadequate.
- c. **Records.** CMAP and the GOVERNMENTAL BODY shall maintain records sufficient to detail the significant history of procurements. These records shall include, but are not necessarily limited to: information pertinent to rationale for the method of procurement, selection of contract type, contractor selection or rejection, and basis for the cost or price.
- d. No CMAP or GOVERNMENTAL BODY employee shall participate in the procurement of products or services if a conflict of interest, real or apparent, would be involved. No employee shall solicit or accept anything of monetary value from bidders or suppliers.

8. **Equipment Inventory.** An inventory of non-expendable personal property having a useful life of more than two years and an acquisition cost of \$500 or more is subject to periodic inspection by CMAP and the GOVERNMENTAL BODY.

9. **Method of Payment.** Project expenditures are paid directly from federal and/or state funds. Because CMAP is responsible for obtaining federal reimbursement for project expenditures, it is necessary that CMAP monitor all procedures and documents which will be used to claim and support project-related expenditures.
10. **Suspension.** If the GOVERNMENTAL BODY fails to comply with the special conditions and/or the general terms and conditions of this Agreement, CMAP may, after written notice to the GOVERNMENTAL BODY, suspend the Agreement, pending corrective action by the GOVERNMENTAL BODY. If corrective action has not been completed within sixty (60) calendar days after service of written notice of suspension, CMAP shall notify the GOVERNMENTAL BODY in writing that the Agreement has been terminated by reason of default in accordance with paragraph 11 hereof.
11. **Termination.**
- a. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure (hereinafter termed "Termination by Default") by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no such termination may be affected unless the other party is given (i) not less than seven (7) calendar days written notice (delivered by certified mail, return receipt requested) of intent to Termination by Default, and (ii) an opportunity for consultation with the terminating party prior to Termination by Default.
 - b. This Agreement may be terminated in whole or in part in writing by CMAP or the GOVERNMENTAL BODY for its convenience (hereinafter termed "Termination for Convenience"), provided that the terminating party provides not less than seven (7) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate to the respective address set forth on the signature page of this Agreement.
 - c. Upon notice of termination action pursuant to paragraphs (a) or (b) of this clause, CMAP shall (i) promptly discontinue all services affected (unless the notice directs otherwise) and (ii) deliver or otherwise make available to the GOVERNMENTAL BODY all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by CMAP in performing this Agreement, whether completed or in process.
12. **Remedies.** Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes and other matters in question between CMAP and the GOVERNMENTAL BODY arising out of or relating to this Agreement or the breach thereof will be decided by arbitration. If the parties hereto mutually agree, a request for remedy may be sought from a court of competent jurisdiction within the State of Illinois, County of Cook.
13. **Equal Employment Opportunity.** The GOVERNMENTAL BODY and CMAP will comply with Executive Order 11246 entitled "Equal Employment Opportunity," as amended by U.S. Department of Labor regulations (41 CFR Part 60) and the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights. In connection with the execution of this Agreement, the GOVERNMENTAL BODY and CMAP shall not discriminate against any employee or an applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service. The GOVERNMENTAL BODY and CMAP shall take affirmative actions to insure that applicants are employed and that employees are treated during their employment without regard to their of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service. Such actions shall include, but not be limited to, employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, other forms of compensation, and selection for training or apprenticeship. The GOVERNMENTAL BODY and CMAP shall cause the provisions of this paragraph to be inserted into all subcontractors work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that such provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
14. **Small and Minority Business Enterprise.** In connection with the performance of this Agreement the GOVERNMENTAL BODY will cooperate with CMAP in meeting CMAP's commitments and goals with respect to the maximum utilization of small business and minority business enterprises, and will use its best

efforts to insure that small business and minority business enterprises shall have the maximum practicable opportunity to compete for work under this Agreement.

15. **Political Activity.** No portion of funds for this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.
16. **Prohibited Interest.**
 - a. No officer or employee of CMAP or the GOVERNMENTAL BODY and no member of its governing body and no other public official of any locality in which the Project 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 (i) participate in any decision relating to any contract negotiated under this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; or (ii) have any financial interest, direct or indirect, in such contract or in the work to be performed under any such subcontract.
 - b. No member of or delegate of the Illinois General Assembly or the Congress of the United States of America, and no federal Resident Commissioner, shall be admitted to any share hereof or to any benefit arising herefrom.
 - c. The GOVERNMENTAL BODY and CMAP warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Agreement, upon an agreement or understanding for a commission, percentage, bonus, brokerage or contingent fee, or gratuity, excepting its bona fide employees. For breach or violation of this warranty CMAP or the GOVERNMENTAL BODY shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage bonus, brokerage or contingent fee, or gratuity.
17. **Conflict of Interest.** In order to avoid any potential conflict of interest, the GOVERNMENTAL BODY and CMAP agree during the term of this Agreement not to undertake any activities which could conflict directly or indirectly with the interest of CMAP or the GOVERNMENTAL BODY. The GOVERNMENTAL BODY shall immediately advise CMAP of any such conflict of interest. CMAP shall make the ultimate determination as to whether a conflict of interest exists.
18. **Ownership of Documents/Title of Work.** All documents, data and records produced by the GOVERNMENTAL BODY or CMAP in carrying out the obligations and services hereunder, without limitation and whether preliminary or final, shall become and remains the property of CMAP and the GOVERNMENTAL BODY. CMAP and the GOVERNMENTAL BODY shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation. All documents, data and records utilized in performing research shall be available for examination by CMAP or the GOVERNMENTAL BODY upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data and records shall, at the option of CMAP or the GOVERNMENTAL BODY, be appropriately arranged, indexed and delivered to CMAP or the GOVERNMENTAL BODY.
19. **Publication.** CMAP and the GOVERNMENTAL BODY shall have royalty-free, nonexclusive and irrevocable license to reproduce, publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials specifically prepared under this Agreement, and to authorize other material to do so. The GOVERNMENTAL BODY and CMAP shall include provisions appropriate to effectuate the purpose of this clause in all contracts for work under this Agreement.
20. **Confidentiality Clause.** Except as required pursuant to a validly issued subpoena, lawful request by a governmental entity or any applicable laws, including without limitation any Federal or State Freedom of Information Acts, any documents, data, records, or other information given to or prepared by the GOVERNMENTAL BODY or CMAP pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by CMAP or the GOVERNMENTAL BODY. All information secured in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by CMAP or the GOVERNMENTAL BODY. Nothing in these restrictions interfere with the lawful obligation to respond to FOIA requests.

21. **Reporting/Consultation.** The GOVERNMENTAL BODY shall consult with and keep CMAP fully informed as to the progress of all matters covered by this Agreement. CMAP shall consult with and keep the GOVERNMENTAL BODY fully informed as to the progress of all matters covered by this Agreement.
22. **Identification of Documents.** All reports, maps, and other documents completed as part of this Agreement, other than documents exclusively for internal use within CMAP or the GOVERNMENTAL BODY offices, shall carry the following notation on the front cover or a title page or, in the case of maps, in the same area which contains the name of the GOVERNMENTAL BODY. "This material was prepared in consultation with CMAP, the Chicago Metropolitan Agency for Planning, (<http://www.cmap.illinois.gov>)."
23. **Force Majeure.** Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control including, but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the Federal, state or local government; national fuel shortage; or a material act of omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.
24. **Independent Contractors.** Contractor's relationship to CMAP and the GOVERNMENTAL BODY in the performance of this Agreement is that of an independent contractor. Contractor's personnel performing work under this Agreement shall at all times be under the contractor's exclusive direction and control and shall be employees of contractor and not employees of CMAP or the GOVERNMENTAL BODY. Contractor's shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including, but not limited to, social security, income tax withholding, unemployment compensation, workers' compensation insurance and similar matters
25. **Federal, State and Local Laws.** CMAP and the GOVERNMENTAL BODY warrant that in the performance of this Agreement they shall comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder. Since laws, regulations, directives, etc. may be modified from time-to-time, CMAP and the GOVERNMENTAL BODY shall be responsible for compliance as modifications are implemented. The CMAP or the GOVERNMENTAL BODY'S failure to comply shall constitute a material breach of this contract.
26. **Hold Harmless and Indemnity.** Each party to this Agreement shall indemnify, defend and hold harmless the other party to this Agreement, and its officers, officials, directors, employees, volunteers and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss, or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct of the respective party and its officers, officials, directors, employees, agents, volunteers, subcontractors or suppliers, in connection with or arising out of the performance of this Agreement.
27. **Equal Employment Opportunities -- Affirmative Action Sexual Harassment.** CMAP and the GOVERNMENTAL BODY must comply with the Illinois Board of Human Rights Act and rules applicable to public funds, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
28. **International Boycott.** The GOVERNMENTAL BODY and CMAP certify that neither or any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).
29. **Forced Labor.** The GOVERNMENTAL BODY and CMAP certify it complies with the State Prohibition of Goods from forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to CMAP or the GOVERNMENTAL BODY under this Agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

31. Subcontracts.

- a. Any subcontractors or outside associates or contractors required by CMAP in connection with the services covered by this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations. Any substitutions in or additions to such subcontractors, associates or contractors will be subject to the prior approval of CMAP and the GOVERNMENTAL BODY.
- b. All subcontracts for work under this Agreement shall contain those applicable provisions which are required in this Agreement.
- c. The Contractor may not subcontract services agreed to under this Agreement without prior written approval of CMAP and the GOVERNMENTAL BODY.

Part 3: Responsibilities/Scope of Work

The GOVERNMENTAL BODY shall perform and carry out in a satisfactory and proper manner, as determined by CMAP, the following:

- A. The project scope of work, including staffing, timelines, public engagement schedules, and commitment of other resources by CMAP or the GOVERNMENTAL BODY, will be finalized prior to beginning work. All work performed by CMAP will be consistent with the scope of work. Changes to the scope of work must be jointly agreed to by CMAP and the GOVERNMENTAL BODY.
- B. The GOVERNMENTAL BODY will provide access to all relevant data, reports, and other information that is necessary for CMAP to conduct its work. The GOVERNMENTAL BODY will allocate sufficient time by its staff and leadership to interact with CMAP on the activities in the scope of work and to review and comment on the materials produced. The GOVERNMENTAL BODY commits to participate actively in the project, make time available at relevant meetings for discussion, and involve its leadership in the project process.
- C. The GOVERNMENTAL BODY agrees actively to participate in public outreach and engagement efforts, including assisting in disseminating project and meeting information, attending and assisting at public meetings, and providing key stakeholder contact information.

CMAP and the GOVERNMENTAL BODY shall perform and carry out in a satisfactory and proper manner, as determined by CMAP the following:

- A. **SCOPE OF WORK.** The purpose of the project is the Updated Zoning, Sign and Subdivision Ordinances for the Village of Carol Stream, (hereinafter "PROJECT").
- B. **PROJECT MANAGEMENT.** CMAP will have lead responsibility for project management. CMAP shall in all reasonable ways coordinate and work with the GOVERNMENTAL BODY staff as the project proceeds. The GOVERNMENTAL BODY in all reasonable ways shall cooperate with CMAP and the CONSULTANT, if any. CMAP shall require the consultant, if any, to provide the GOVERNMENTAL BODY with all of the consultants' deliverables, if any; at the same time they are delivered to CMAP. CMAP and GOVERNMENTAL BODY shall notify the other of all scheduled PROJECT related meetings with the consultant, if any, to enable the other to attend the meetings if desired.

Part 4. Contribution

The GOVERNMENTAL BODY will be responsible for a contribution in the amount of \$25,033.33 which will be deposited in the Local Technical Assistance Contribution Fund. CMAP will invoice the GOVERNMENTAL BODY. The invoice will be due 30-days after receipt. The invoice will be sent to the person listed on ATTACHMENT 2. Should the project be terminated through no fault of the GOVERNMENTAL BODY, CMAP shall be obligated to refund the contribution in the amount of \$25,033.33, within 30-days of notification, to the GOVERNMENTAL BODY.

ATTACHMENT 2:

Invoice Information

Name: _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

Email: _____

Return this completed form to:

Finance Department
Chicago Metropolitan Agency for Planning
233 S. Wacker Dr., Suite 800
Chicago, IL 60606

Village of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager
FROM: Ann Delort - Secretary *AD*
DATE: October 1, 2018
RE: **Raffle License Request-Boys Basketball Program
Glenbard North High School**

The Boys Basketball Program at Glenbard North High School will be selling raffle tickets from November 10, 2018 to November 17, 2018 with the drawing on November 17, 2018. The cost is \$5.00 per raffle ticket and prizes will be \$500, \$100 and \$50. All other money raised would go towards summer leagues, tournaments, uniforms and equipment.

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

Please place this on the agenda for the October 15, 2018 Board meeting for Board's approval.

Enclosure



GLENBARD NORTH HIGH SCHOOL

"Home of the Panthers"

Dr. John Mensik, Principal

990 N. Kuhn Road, Carol Stream, IL 60188, (630) 653-7000, www.glenbardnorthhs.org

To the Village of Carol Stream,

For one week, November 10th-17th 2018, the Boys Basketball Program at Glenbard North High School would like to sell raffle tickets at \$5.00 each for our program fundraiser. The prizes would be \$500 for 1st, \$100 for 2nd and \$50 for 3rd. All other money raised would help fund summer leagues, summer tournaments, uniforms and equipment for our program. I am requesting that the village consider waiving the requirement for a manager's fidelity bond and the fee associated with requesting a raffle license. Thank you for your consideration.

Respectfully,

Joseph Larson

Head Boys Basketball Coach

WHERE EXCELLENCE IS TRADITION

Mr. Eric Johansen, Assistant Principal for Operations • Mr. John Healy, Assistant Principal for Instruction
Ms. Debra Cartwright, Assistant Principal for Student Services • Mr. Matt Bowser, Assistant Principal for Athletics

Village of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager
FROM: Ann Delort - Secretary *AD*
DATE: October 5, 2018
RE: ***Raffle License Request-Theatre Booster***
Glenbard North High School

The Theatre Booster at Glenbard North High School will be selling raffle tickets from November 15 – 17, 2018 during their production of Feathers & Teeth with a drawing during each performance. The cost will be \$1.00 per ticket. All money raised will benefit the fine arts programs at Glenbard North High School.

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

Please place this on the agenda for the October 15, 2018 Board meeting for Board's approval.

Enclosure

Patty Glade
Glenbard North Boosters
708 Hoover Dr.
Carol Stream, IL 60188

Carol Stream Village Board,

I am requesting the approval of a raffle license for our 50/50 split the pot fundraiser. The raffle will be held at Glenbard North High School during the performances of:

Feathers and Teeth on the dates of November 15, 16, 17, 2018

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

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

Thank you for your consideration,

Patty Glade
Glenbard North Theatre Booster President

ps. You all are invited to purchase tickets to see our productions.

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 15, 2018**

AGENDA ITEM
L-1 10/15/18

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
505 E NORTH AVE INC					
50% OF WATER- AUGUST	153.82	01680000-53220	WATER	138257	
RENT - NOVEMBER 2018	26,250.00	01680000-55300	RENT - 505 NORTH AVE	NOVEMBER/2018	
	<u>26,403.82</u>				
ACCURATE OFFICE SUPPLY CO					
COPY PAPER	43.95	01590000-53317	OPERATING SUPPLIES	452173	
COPY PAPER	298.90	01590000-53317	OPERATING SUPPLIES	454061	
MISC. OFFICE SUPPLIES	7.20	01590000-53317	OPERATING SUPPLIES	452173	
MISC. OFFICE SUPPLIES	77.59	01590000-53317	OPERATING SUPPLIES	454061	
SUPPLIES	255.76	04200100-53314	OFFICE SUPPLIES	438318	
	<u>683.40</u>				
ADVANCE AUTO PARTS PROFESSIONAL					
AG GASKET	10.31	01696200-53354	PARTS PURCHASED	2420-421646	
AG HYD FITTING	17.39	01696200-53354	PARTS PURCHASED	2420-422237	
AG OIL COOLER GASKET	62.55	01696200-53354	PARTS PURCHASED	2420-422184	
SP ALTERNATOR	111.07	01696200-53354	PARTS PURCHASED	2420-423356	
SP BULB	7.69	01696200-53354	PARTS PURCHASED	2420-423658	
SP CHARGER	26.79	01696200-53354	PARTS PURCHASED	2420-423727	
SP FITTINGS	30.15	01696200-53354	PARTS PURCHASED	2420-423906	
SP FITTINGS	32.00	01696200-53354	PARTS PURCHASED	2420-423409	
SP HOSE	116.93	01696200-53354	PARTS PURCHASED	2420-423692	
SP HOSE	180.00	01696200-53354	PARTS PURCHASED	2420-423870	
SP PLT CERAMIC RTN	-37.04	01696200-53354	PARTS PURCHASED	2420-422205	
SP SEALANT	10.28	01696200-53354	PARTS PURCHASED	2420-423622	
SP SEALANT	10.28	01696200-53354	PARTS PURCHASED	2420-423634	
	<u>578.40</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 15, 2018**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
ADVANTAGE TRAILERS & HITCHES					
AG JACK	90.00	01696200-53354	PARTS PURCHASED	43292	
SP ELECTRICAL	46.52	01696200-53354	PARTS PURCHASED	43661	
	<u>136.52</u>				
ALEXIAN BROTHERS AMBULATORY GROUP					
RADOM DOT SCREENS/LEAD LEVEL TEST	49.00	01662700-52236	EMPLOYEE SERVICES	663573	
RADOM DOT SCREENS/LEAD LEVEL TEST	150.00	01600000-52225	EMPLOYMENT PHYSICALS	663573	
	<u>199.00</u>				
AMANN INC					
UNIFORMS-GARAGE	29.41	01690100-53324	UNIFORMS	18-1264	
UNIFORMS-SEWER	37.50	04100100-53324	UNIFORMS	18-1264	
UNIFORMS-STREETS	155.47	01670100-53324	UNIFORMS	18-1264	
UNIFORMS-WATER	87.01	04200100-53324	UNIFORMS	18-1264	
	<u>309.39</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 15, 2018**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
AMAZON.COM					
5 HANDCUFFS	259.95	01662700-53317	OPERATING SUPPLIES	8014616	
AG CORDS	39.55	01696200-53354	PARTS PURCHASED	2057827	
AG GENERATOR	896.66	01696200-53354	PARTS PURCHASED	1076231	
AG GFI PLUG	97.41	01696200-53354	PARTS PURCHASED	2365822	
BOOTS - B EVANS	134.90	04200100-53324	UNIFORMS	8257817	
BOOTS-J DILLON	104.95	01670100-53324	UNIFORMS	6178660	
BOTTLES, MOUSEPAD	27.96	01696200-53317	OPERATING SUPPLIES	3653854	
BUS CARD HOLDER, SPRAY HEAD	47.24	01662700-53317	OPERATING SUPPLIES	4158638	
CC THERMAL PAPER	57.11	01612900-53317	OPERATING SUPPLIES	24658636	
CHARGER HEAD PHONE CON.	12.99	01652800-53317	OPERATING SUPPLIES	6345063	
COLOR PAPER	11.58	04200100-53314	OFFICE SUPPLIES	3202637	
EAR BUDS FOR HEADSETS	7.98	01640100-53314	OFFICE SUPPLIES	4953038	
EQUIPMENT BAGS	144.40	01662300-53317	OPERATING SUPPLIES	3581031	
EVIDENCE CAMERA	559.95	01662700-54412	OTHER EQUIPMENT	0597010	
EYEWASH SOLUTION	14.82	01670100-53317	OPERATING SUPPLIES	1542613	
EYEWASH SOLUTION	14.82	04201600-53317	OPERATING SUPPLIES	1542613	
FY18 CAFR SPINES	35.80	01612900-53315	PRINTED MATERIALS	8059426	
HAND SANITIZER	6.32	01690100-53314	OFFICE SUPPLIES	8543406	
HANDCUFFS	51.99	01662700-53317	OPERATING SUPPLIES	3689836	
INSULATED T-HANDLE	49.99	04201600-53316	TOOLS	2217860	
OFFICE SUPPLIES	15.26	01670100-53317	OPERATING SUPPLIES	7201827	
OFFICE SUPPLIES	15.26	01690100-53314	OFFICE SUPPLIES	7201827	
OFFICE SUPPLIES	15.28	04200100-53314	OFFICE SUPPLIES	7201827	
OFFICE SUPPLIES	68.90	01612900-53317	OPERATING SUPPLIES	7457027	
REFERENCE BOOKS	15.02	01662700-53318	REFERENCE MATERIALS	0444207	
REFERENCE BOOKS	61.91	01662700-53318	REFERENCE MATERIALS	0062647	
REFERENCE BOOKS	128.13	01662700-53318	REFERENCE MATERIALS	4897014	
REFERENCE BOOKS	128.58	01662700-53318	REFERENCE MATERIALS	4024214	
REPLACE LAPTOP BATTERY	78.69	01652800-53317	OPERATING SUPPLIES	3124230	
REPLACE LAPTOP BATTERY	85.69	01652800-53317	OPERATING SUPPLIES	9673810	

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 15, 2018**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
SOAP DISPENSER	16.99	01696200-53317	OPERATING SUPPLIES	2587411	
SOCKET SET	37.95	04201600-53316	TOOLS	6534678	
SP SPINDLE	139.70	01696200-53354	PARTS PURCHASED	5791461	
STEEL ROLLERS	23.90	01670400-52244	MAINTENANCE & REPAIR	8070616	
SUPPLIES	69.67	01662700-53317	OPERATING SUPPLIES	6905019	
TREE WTR BAGS	327.98	01670700-52268	TREE MAINTENANCE	8683434	
VELLUM	17.18	04200100-53314	OFFICE SUPPLIES	3964251	
	3,822.46				
AMERICAN FIRST AID					
1ST AID PWKS SEPT	15.85	01670100-53317	OPERATING SUPPLIES	68693	
1ST AID VLG HL AUGUST	44.20	01590000-53317	OPERATING SUPPLIES	68827	
	60.05				
AMERICAN SOCIETY OF CIVIL ENGINEERS					
MEMB/DUES KNUDSEN	275.00	01620100-52234	DUES & SUBSCRIPTIONS	1044071749	
	275.00				
APPLIED CONCEPTS INC					
PATROL RADAR UNITS- 2	2,474.00	01662700-53350	SMALL EQUIPMENT EXPENSE	332853	
	2,474.00				
APWA-CHICAGO METRO CHAPTER					
TRNG ULREICH 9/18/18	20.00	01620600-52223	TRAINING	56966	
	20.00				
ARMBRUST PLUMBING & HEATING INC					
BACKFLOW DEVICE TEST	598.55	04201600-52244	MAINTENANCE & REPAIR	0000107768	
RESIDENT VALVE CALL	174.00	04201600-52244	MAINTENANCE & REPAIR	0000108271	
VALVE REPL-BILOXI	352.06	04201600-52244	MAINTENANCE & REPAIR	0000107600	
	1,124.61				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 15, 2018**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
AUTO TRUCK GROUP					
SIREN REPLACEMENT #646	300.00	01662700-52244	MAINTENANCE & REPAIR	1585615	
	<u>300.00</u>				
BARN OWL FEED & GARDEN CENTER					
PROPANE	33.33	01696200-53317	OPERATING SUPPLIES	42195	
	<u>33.33</u>				
BEDROCK EARTHSCAPES LLC					
POND & WETLAND NATIVE MTC-TC & TC BASIN	4,475.00	01620600-52272	PROPERTY MAINTENANCE	905	20190004
RESTORATION OF KUHN PARKWAY	4,680.00	01670400-52272	PROPERTY MAINTENANCE	906	
	<u>9,155.00</u>				
BLOOMING COLOR OF ST CHARLES					
HECK BUS CARDS	38.12	01662700-53317	OPERATING SUPPLIES	242654	
HECKERMANN BUS CARDS	38.12	01660100-53317	OPERATING SUPPLIES	242796	
FY18 CAFR COVERS	83.77	01612900-53315	PRINTED MATERIALS	243160	
	<u>160.01</u>				
BRACING SYSTEMS					
AG EZ LOCK	45.49	01696200-53354	PARTS PURCHASED	330291-1	
DIAMOND BLADE	275.00	01670500-53317	OPERATING SUPPLIES	329281-1	
MARKING PAINT	115.20	01622200-53317	OPERATING SUPPLIES	331902-1	
	<u>435.69</u>				
BROWN & ROOT INDUSTRIAL SERVICES LLC					
RPLMNT OF ROOF -PWC ADM BLDG	76,434.94	11740000-55487	FACILITY CAPITAL IMPROVEMENT	1800033084	20190008
	<u>76,434.94</u>				
BROWNELLS INC					
GUN SUPPLIES	61.89	01662700-53317	OPERATING SUPPLIES	16320863.00	
	<u>61.89</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 15, 2018**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
BURLINGTON COAT FACTORY					
CLOTH ALLOW - POPE	22.98	01664700-53324	UNIFORMS	015744	
	<u>22.98</u>				
C S FIRE PROTECTION DISTRICT					
PERMITS - SEPTEMBER	1,080.00	01-24416	DEPOSIT-FIRE DISTRICT PERMIT	PERMITS- SEPT	
	<u>1,080.00</u>				
CANON FINANCIAL SERVICES INC					
ADMIN COPIER-SEPT	979.20	01652800-52226	OFFICE EQUIPMENT MAINTENANCI	9070517	
	<u>979.20</u>				
CAPUTO'S NEW FARM PRODUCE- CAROL STREAM INC					
WEED SUPPLIES	10.11	01670400-53317	OPERATING SUPPLIES	00258211	
	<u>10.11</u>				
CAROL STREAM LAWN & POWER					
CHAINS FOR SAWS	138.78	01670700-53317	OPERATING SUPPLIES	421547	
SP CHAIN	52.09	01696200-53354	PARTS PURCHASED	420845	
	<u>190.87</u>				
CARQUEST AUTO PARTS					
SP BEARINGS	23.22	01696200-53354	PARTS PURCHASED	2420-422755	
SP LIGHT BULBS	15.38	01696200-53354	PARTS PURCHASED	2420-422841	
	<u>38.60</u>				
CH2MHILL OMI					
OPERATING CONTRACT- NOVEMBER	143,818.91	04101100-52262	WRC CONTRACT	351199-22-01	20190009
	<u>143,818.91</u>				
CHAD PASKEVICZ					
CLOTH ALLOW - BOOTS	242.50	01662400-53324	UNIFORMS	W1035364952	
REIMBURSEMENT CLOTH ALLOW PASKEVICZ	208.44	01662400-53324	UNIFORMS	CLOTH ALLW KOHLS	
	<u>450.94</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 15, 2018**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
CHICAGO TRIBUNE-REDEYE					
SEPT SUBSCRIPTION	15.96	01660100-52234	DUES & SUBSCRIPTIONS	180910679SEP	
	<u>15.96</u>				
CINTAS FIRE PROTECTION					
FIRE EXT INSPECTION	1,470.76	01670400-52244	MAINTENANCE & REPAIR	0F94544942	
FIRE EXT INSPECTIONS	100.00	01670400-52244	MAINTENANCE & REPAIR	0F94545605	
	<u>1,570.76</u>				
CITRIX SYSTEMS INC					
FILE SHARING SOFTWARE RNWL 10/2018-9/2019	3,240.00	01652800-52255	SOFTWARE MAINTENANCE	8800035590	
	<u>3,240.00</u>				
CLARK BAIRD SMITH LLP					
LABOR COUNSEL- SEPTEMBER	2,931.25	01570000-52238	LEGAL FEES	10426	
	<u>2,931.25</u>				
COLLEGE OF DUPAGE					
ROEHN CLS 10/11-11/08	235.00	04200100-52223	TRAINING	CE18FA	
ROEHN CLS 10/11-11/08	240.00	01670100-52223	TRAINING	CE18FA	
	<u>475.00</u>				
COMCAST CABLE					
ELEV POT LINE SRV 8/20- 9/19	79.46	01652800-52230	TELEPHONE	00101128/16	
ELV POT LN SRV 7/20-8/19	277.49	11740000-55490	VILLAGE HALL RENOVATION	00101127/20	
PH SRV FRM 8/2 -9/1	80.95	01664700-53330	INVESTIGATION FUND	0479023 7/28	
PH/DATA SRV 8/15- 9/14	4,435.51	01652800-52230	TELEPHONE	68750998	
TV 505 NORTH 8/19-9/18	6.36	01652800-52226	OFFICE EQUIPMENT MAINTENANCE	0443594 8/15	
	<u>4,879.77</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 15, 2018**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
COMED					
110 E ST CHARLES	34.04	01670600-53210	ELECTRICITY	6827721000 10/5/18	
VILLAGE HALL	5,813.52	11740000-55490	VILLAGE HALL RENOVATION	0795333005 8/28/18	
	<u>5,847.56</u>				
CONSTELLATION NEW ENERGY					
1345 GEORGETOWN CONTROLLER	24.84	01670300-53213	STREET LIGHT ELECTRICITY	13012541701 9/21/18	
300 BENNETT DR - LIGHTS	1,387.86	01670300-53213	STREET LIGHT ELECTRICITY	13006473501 9/21/18	
	<u>1,412.70</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 15, 2018**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
CORE & MAIN LP					
2" METER	1,366.64	04201400-53333	NEW METERS	J435602	
2" METER	1,377.54	04201400-53333	NEW METERS	J462333	
2" OMNI	1,366.70	04201400-53333	NEW METERS	J336340	
2" OMNI	1,366.70	04201400-53333	NEW METERS	J336397	
B-BOX PARTS	186.79	04201600-53317	OPERATING SUPPLIES	J135213	
B-BOX PARTS	196.44	04201600-53317	OPERATING SUPPLIES	J464460	
CAPS & MORTAR	264.00	04201600-53317	OPERATING SUPPLIES	J448607	
COUPLING	67.43	01670600-53317	OPERATING SUPPLIES	J274883	
COUPLING	115.00	01670600-53317	OPERATING SUPPLIES	J489669	
COUPLINGS	270.00	01670600-53317	OPERATING SUPPLIES	J482946	
END SECTION	83.36	01670600-53317	OPERATING SUPPLIES	J263640	
FIREMAN BOOT	215.50	04201600-53317	OPERATING SUPPLIES	J263640	
HYDRANT	2,372.00	04201600-53317	OPERATING SUPPLIES	J457518	
HYMAX GRIP	655.00	04201600-53317	OPERATING SUPPLIES	J416295	
METER COUPLINGS	517.50	04201400-53333	NEW METERS	J388102	
MORTAR	162.00	04101500-53317	OPERATING SUPPLIES	J326661	
MORTAR	972.00	04101500-53317	OPERATING SUPPLIES	J443305	
NEW 12" VALVE	1,905.00	04201600-53317	OPERATING SUPPLIES	J409096	
SP FILTER/NEW CHAIN CUTTING DEVICE FOR PIPE	30.00	01696200-53354	PARTS PURCHASED	J448321	
SP FILTER/NEW CHAIN CUTTING DEVICE FOR PIPE	424.00	04201600-53316	TOOLS	J448321	
STORM SEWER PIPE	201.89	01670600-53317	OPERATING SUPPLIES	J315374	
	14,115.49				
COUNTY COURT REPORTERS INC					
PC MTNG - 8/27/18	175.00	01530000-52241	COURT REPORTER FEES	123630	
	175.00				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 15, 2018**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
DELL MARKETING LP					
DELL LATITUDE RUGGED 5404 PARTS	9.00	01652800-53317	OPERATING SUPPLIES	10267714390	
DELL RUGGED LAPTOP 5404 LABOR CHRGS	49.99	01652800-53317	OPERATING SUPPLIES	10267714381	
LAPTOP REPAIR	58.99	01652800-53317	OPERATING SUPPLIES	405174375	
	<u>117.98</u>				
DENLER INC					
2018 CRACKFILL PROJECT	93,450.00	06320000-52211	CRACKFILLING	20093434	
	<u>93,450.00</u>				
DISCOVERY BENEFITS					
FLEX ADMIN - SEPTEMBER	215.00	01600000-52273	EMPLOYEE SERVICES	925355-IN	
	<u>215.00</u>				
DOCUMENT IMAGING DIMENSIONS, INC					
PD TONER REPLACEMENT	109.00	01652800-52226	OFFICE EQUIPMENT MAINTENANCE	1066	
TONER FINANCE	89.00	01652800-52226	OFFICE EQUIPMENT MAINTENANCE	1049	
TONER POLICE	139.00	01652800-52226	OFFICE EQUIPMENT MAINTENANCE	1047	
TONER POLICE RECORDS	69.00	01652800-52226	OFFICE EQUIPMENT MAINTENANCE	1028	
TONER POLICE RECORDS	238.00	01652800-52226	OFFICE EQUIPMENT MAINTENANCE	1086	
	<u>644.00</u>				
DU COMM					
DISPATCH QTR END 1/31/19	191,389.00	01662700-52245	GENERAL COMMUNICATIONS	16460	
DISPATCH SRV'S QTR END 1/31/19	9,872.85	01662700-52245	GENERAL COMMUNICATIONS	16504	
	<u>201,261.85</u>				
DU PAGE MATERIALS COMPANY					
COLD PATCH	280.00	01670500-52286	PAVEMENT RESTORATION	4684	
	<u>280.00</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 15, 2018**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
DUPAGE COUNTY					
CJIS ACCESS JULY & AUG	500.00	01662600-52247	DATA PROCESSING	IA 455	
	<u>500.00</u>				
DUPAGE COUNTY DIVISION OF TRANSPORTATION					
SIGNS	122.21	01670300-53344	STREET SIGNS	4127	
	<u>122.21</u>				
DUPAGE COUNTY RECORDER					
1ST AMENDMENT WAYNE TWNSHP RECORDING	40.00	01580000-52233	RECORDING FEES	201810040160	
RECORDING UTILITY AGREEMENT	31.00	01580000-52233	RECORDING FEES	201810040158	
	<u>71.00</u>				
DUPAGE RIVER SALT CREEK WRKGRP					
2018 DEICING 6 EMPLYS	210.00	01670200-52223	TRAINING	822268193	
	<u>210.00</u>				
DUPAGE WATER COMMISSION					
WATER PURCH - AUGUST	630,052.54	04201600-52283	DUPAGE CTY WATER COMMISSION	12288	
	<u>630,052.54</u>				
DYNAMIC INDUSTRIAL SERVICES INC					
WATER STORAGE PROJECT FINAL PYMNT	112,200.00	04201600-52244	MAINTENANCE & REPAIR	1074	20190011
	<u>112,200.00</u>				
EARTH INC					
STONE	235.84	04201600-52286	PAVEMENT RESTORATION	20493	
	<u>235.84</u>				
ENGINEERING RESOURCE ASSOCIATES INC					
PROF SRV'S THRU AUGUST 31, 2018 (470 E NOR)	350.00	01620600-52253	CONSULTANT	180709.01	
	<u>350.00</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 15, 2018**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
EVIDENT INC					
TAPE/SYRINGE TUBES	183.20	01662400-53317	OPERATING SUPPLIES	135476A	
	<u>183.20</u>				
EXPRESS					
CLOTH ALLOW - BOSHART	79.80	01662400-53324	UNIFORMS	T-8499	
	<u>79.80</u>				
FASTENAL INDUSTRIAL & CONSTRUCTION SUPPL					
SIGN HARDWARE	15.98	01670300-53317	OPERATING SUPPLIES	ILHAN44123	
	<u>15.98</u>				
FBINAA					
TRNG JUNGERS	400.00	01660100-52223	TRAINING	7D781328VK682615H	
	<u>400.00</u>				
FEDEX					
DUI KIT TO LAB	9.12	01662400-53317	OPERATING SUPPLIES	782753075721	
DUI KIT TO LAB	9.48	01662400-53317	OPERATING SUPPLIES	782638672211	
DUI KIT TO LAB	10.35	01662400-53317	OPERATING SUPPLIES	782514443091	
DUI KITS TO LAB	8.88	01662400-53317	OPERATING SUPPLIES	920205860584	
	<u>37.83</u>				
FIRESTONE COMPLETE AUTO CARE					
AG TIRES	473.84	01696200-53354	PARTS PURCHASED	060541	
ALIGNMENT	62.99	01696200-53353	OUTSOURCING SERVICES	061117	
	<u>536.83</u>				
FORCE SCIENCE INSTITUTE LTD					
BUCHOLZ- FORCE SCIENCE TRNG	149.00	01662700-52223	TRAINING	FSI-19243	
	<u>149.00</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 15, 2018**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
FOX VALLEY WILDFIRE CENTER					
OPEN HS WRC OCT 6TH WILDLIFE PRGM	100.00	04100100-52274	COMMUNITY SERVICE PROGRAMS	2014-01	
	100.00				
FULL LIFE SAFETY CENTER					
SAFETY SIGNS	331.00	04101500-53317	OPERATING SUPPLIES	40192	
	331.00				
GENUINE PARTS COMPANY INC					
SUPPLIES	1,998.94	01696200-53354	PARTS PURCHASED	11007487 9/30/18	
	1,998.94				
GIS CONSORTIUM					
MGP GIS SERVICES	2,456.19	01652800-52257	GIS SYSTEM	514	
	2,456.19				
GLOBAL INDUSTRIAL					
POST SLEEVE	135.39	11740000-55490	VILLAGE HALL RENOVATION	113231002	
	135.39				
GLOCK PROFESSIONAL INC					
LALLY RECERT CLASS 9/27/18	250.00	01662700-52223	TRAINING	249241	
	250.00				
GOV CONNECTION, INC					
BIT DEFENDER A/V	77.61	01652800-52255	SOFTWARE MAINTENANCE	56090455	
BIT DEFENDER A/V CRED	-244.20	01652800-52255	SOFTWARE MAINTENANCE	56090454CR	
	-166.59				
GOVCONNECTION INC					
VIRTUAL ENV LICENSE	8,556.56	01652800-54413	COMPUTER EQUIPMENT	55996908	
	8,556.56				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 15, 2018**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
GOVTEMPSUSA LLC					
ACCOUNTS CLERK W/E 9/16 & 9/23	1,377.60	04103100-52253	CONSULTANT	2626357	
ACCOUNTS CLERK W/E 9/16 & 9/23	1,377.60	04203100-52253	CONSULTANT	2626357	
ACCOUNTS CLERK W/E 9/30	688.60	04103100-52253	CONSULTANT	2631286	
ACCOUNTS CLERK W/E 9/30	689.00	04203100-52253	CONSULTANT	2631286	
CLERICAL ASSIST SUPPORT AMR W.E 9/30	1,127.00	04201400-52253	CONSULTANT	2631287	20190024
CLERICAL ASSIST SUPPORT AMR W/E 9/16 & 9/2	2,254.00	04201400-52253	CONSULTANT	2626358	20190024
LIBRARY TECH W/E 9/16 & 9/23	3,360.00	01652800-52253	CONSULTANT	2626355	
LIBRARY TECH W/E 9/30	1,680.00	01652800-52253	CONSULTANT	2631285	
OFFICE MGR W/E 9/16 & 9/23	3,003.20	01590000-52253	CONSULTANT	2626354	
OFFICE MGR W/E 9/30	1,501.60	01590000-52253	CONSULTANT	2631284	
PROPERTY INSP W/E 9/16 & 9/23	1,225.00	01642100-52253	CONSULTANT	2626356	
	18,283.60				
GRAINGER					
PLOW BOLT, LOCK NUT	267.65	01696200-53317	OPERATING SUPPLIES	9887145572	
	267.65				
GRANITE TELECOMMUNICATIONS					
SRV FOR POT LINES OCT/2018	426.50	01652800-52230	TELEPHONE	434161583	
	426.50				
H & H ELECTRIC COMPANY					
EMERGENCY STR LIGHT REPR SRV SEPT 19TH	871.71	01670300-52271	STREET LIGHT MAINTENANCE	31579	20190014
	871.71				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 15, 2018**

<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					
B-BOX PARTS, RAGS, TOOLS	190.16	04201600-53317	OPERATING SUPPLIES	0163634	
BACKPACK SPRAYER	85.47	01670400-53350	SMALL EQUIPMENT EXPENSE	5826755	
CONCRETE	254.72	01670600-53317	OPERATING SUPPLIES	2191542	
FRM HS SUPPLIES	14.67	01680000-53319	MAINTENANCE SUPPLIES	5602107	
GARBAGE BAGS,TAPE	25.34	01696200-53317	OPERATING SUPPLIES	5997796	
GAUGE, FITTINGS	13.80	04201600-53317	OPERATING SUPPLIES	0142414	
KEYS	47.60	04201600-53317	OPERATING SUPPLIES	2531705	
RACHET FOR TRAILER	34.47	01670500-53317	OPERATING SUPPLIES	0244129	
WOOD FOR STAKES	32.72	04201600-53317	OPERATING SUPPLIES	0176073	
	<u>698.95</u>				
HOTELS-MASTERCARD					
JUNGERS HOTEL FBINAA 10/28-31ST	352.98	01660100-52223	TRAINING	6927PT	
MADD- CLUEVER 9/15	149.21	01662300-52223	TRAINING	2101392	
MADD-CLUEVER 9/16	149.21	01662300-52223	TRAINING	2101394	
	<u>651.40</u>				
ILLINI POWER PRODUCTS COMPANY					
REPAIRS TO PORTABLE GENERATOR	3,341.77	01696200-53353	OUTSOURCING SERVICES	SWO020797-1	
	<u>3,341.77</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 15, 2018**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
ILLINOIS ASSN OF TECHNICAL ACCIDENT INVE					
CLUEVER CONFR	150.00	01662300-52223	TRAINING	U80844531	
CLUEVERIATAI DUES	45.00	01662300-52223	TRAINING	U80844531	
COOPER CONFR	150.00	01660100-52223	TRAINING	F4882311	
COOPREIATAIDUES	45.00	01660100-52223	TRAINING	YM5094903	
EAGAN CONFR	150.00	01662300-52223	TRAINING	VA2546934	
EAGANIATAI DUES	45.00	01662300-52223	TRAINING	U80844531	
JUNGERS CONFR	150.00	01660100-52223	TRAINING	YM5094903	
JUNGERSIATAIDUES	45.00	01660100-52223	TRAINING	YM5094903	
TURNHOLT CONFR	150.00	01662300-52223	TRAINING	E7018500X	
TURNHOLT DIFF MEMB FEE	25.00	01662300-52223	TRAINING	919030D	
TURNHOLTPARTIALDUES	10.00	01662300-52223	TRAINING	U80844531	
TURNHOLTPARTIALDUES	10.00	01662300-52223	TRAINING	YM5094903	
	975.00				
ILLINOIS DEPT OF FINANCIAL & PROF REGULA					
CPA LIC RNWL -MCDERMOTT	2.12	01612900-52234	DUES & SUBSCRIPTIONS	239019576	
CPA LIC RNWL -MCDERMOTT	90.00	01612900-52234	DUES & SUBSCRIPTIONS	239019576	
CPA LIC RNWL- J BATEK	2.12	01610100-52234	DUES & SUBSCRIPTIONS	239015902JON	
CPA LIC RNWL- J BATEK	90.00	01610100-52234	DUES & SUBSCRIPTIONS	239015902JON	
	184.24				
ILLINOIS MUNICIPAL LEAGUE					
JOB AD - ASST. VILLAGE MGR	35.00	01600000-52228	PERSONNEL HIRING	2266616332	
	35.00				
ILLINOIS PROSECUTOR SERVICES LLC					
2018 ICOG FLASH DRIVE	125.00	01662700-53317	OPERATING SUPPLIES	2804	
	125.00				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 15, 2018**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
ILLINOIS SECRETARY OF STATE					
REG RENEWAL 610	101.00	01662700-52244	MAINTENANCE & REPAIR	013507	
REG RENEWAL FOR #673	101.00	01662700-52244	MAINTENANCE & REPAIR	007906	
REG RENEWAL SVC FEE	2.37	01662700-52244	MAINTENANCE & REPAIR	007906	
REG SVC FEE #610	2.37	01662700-52244	MAINTENANCE & REPAIR	013507	
	<u>206.74</u>				
ILLINOIS STATE POLICE					
REPLENISH LIVSCAN	2,000.00	01660100-53317	OPERATING SUPPLIES	ILL13340S OCT/2018	
	<u>2,000.00</u>				
ILLINOIS TOLLWAY					
TOLL REPLENISH	5.00	01670100-52223	TRAINING	092398	
TOLL REPLENISH	5.00	04100100-52223	TRAINING	092398	
TOLL REPLENISH	5.00	04200100-52223	TRAINING	092398	
TOLL REPLENISH	5.00	01696200-52223	TRAINING	092398	
	<u>20.00</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 15, 2018**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
INTERGOVERNMENTAL PERSONNEL BENEFIT COOPERATIVE					
OCT 2018 INSURANCE	25.94	01641800-51111	GROUP INSURANCE	10012018	
OCT 2018 INSURANCE	336.06	01643600-51111	GROUP INSURANCE	10012018	
OCT 2018 INSURANCE	514.68	01621300-51111	GROUP INSURANCE	10012018	
OCT 2018 INSURANCE	701.58	01641700-51111	GROUP INSURANCE	10012018	
OCT 2018 INSURANCE	709.45	01670700-51111	GROUP INSURANCE	10012018	
OCT 2018 INSURANCE	755.49	01623100-51111	GROUP INSURANCE	10012018	
OCT 2018 INSURANCE	874.82	04201400-51111	GROUP INSURANCE	10012018	
OCT 2018 INSURANCE	1,109.21	04103100-51111	GROUP INSURANCE	10012018	
OCT 2018 INSURANCE	1,112.74	01621900-51111	GROUP INSURANCE	10012018	
OCT 2018 INSURANCE	1,192.94	04101500-51111	GROUP INSURANCE	10012018	
OCT 2018 INSURANCE	1,275.78	04100100-51111	GROUP INSURANCE	10012018	
OCT 2018 INSURANCE	1,391.76	01670500-51111	GROUP INSURANCE	10012018	
OCT 2018 INSURANCE	1,590.59	01670200-51111	GROUP INSURANCE	10012018	
OCT 2018 INSURANCE	1,639.86	01610100-51111	GROUP INSURANCE	10012018	
OCT 2018 INSURANCE	1,653.58	01670300-51111	GROUP INSURANCE	10012018	
OCT 2018 INSURANCE	1,664.03	04203100-51111	GROUP INSURANCE	10012018	
OCT 2018 INSURANCE	1,789.42	01670600-51111	GROUP INSURANCE	10012018	
OCT 2018 INSURANCE	1,935.65	01620600-51111	GROUP INSURANCE	10012018	
OCT 2018 INSURANCE	1,994.14	01680000-51111	GROUP INSURANCE	10012018	
OCT 2018 INSURANCE	2,041.43	01642100-51111	GROUP INSURANCE	10012018	
OCT 2018 INSURANCE	2,145.98	01622200-51111	GROUP INSURANCE	10012018	
OCT 2018 INSURANCE	2,213.64	01640100-51111	GROUP INSURANCE	10012018	
OCT 2018 INSURANCE	2,352.47	01613000-51111	GROUP INSURANCE	10012018	
OCT 2018 INSURANCE	2,485.32	01690100-51111	GROUP INSURANCE	10012018	
OCT 2018 INSURANCE	3,040.41	01620100-51111	GROUP INSURANCE	10012018	
OCT 2018 INSURANCE	3,479.44	01696200-51111	GROUP INSURANCE	10012018	
OCT 2018 INSURANCE	3,560.80	01662500-51111	GROUP INSURANCE	10012018	
OCT 2018 INSURANCE	3,767.79	01643700-51111	GROUP INSURANCE	10012018	
OCT 2018 INSURANCE	4,019.23	01670400-51111	GROUP INSURANCE	10012018	
OCT 2018 INSURANCE	4,041.10	01590000-51111	GROUP INSURANCE	10012018	

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 15, 2018**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
OCT 2018 INSURANCE	4,418.54	04200100-51111	GROUP INSURANCE	10012018	
OCT 2018 INSURANCE	4,513.35	04201600-51111	GROUP INSURANCE	10012018	
OCT 2018 INSURANCE	4,909.54	01612900-51111	GROUP INSURANCE	10012018	
OCT 2018 INSURANCE	5,473.17	01662300-51111	GROUP INSURANCE	10012018	
OCT 2018 INSURANCE	6,194.44	01652800-51111	GROUP INSURANCE	10012018	
OCT 2018 INSURANCE	8,762.89	01662600-51111	GROUP INSURANCE	10012018	
OCT 2018 INSURANCE	8,880.13	01662400-51111	GROUP INSURANCE	10012018	
OCT 2018 INSURANCE	10,370.71	01670100-51111	GROUP INSURANCE	10012018	
OCT 2018 INSURANCE	12,460.63	01664700-51111	GROUP INSURANCE	10012018	
OCT 2018 INSURANCE	21,442.29	01660100-51111	GROUP INSURANCE	10012018	
OCT 2018 INSURANCE	32,260.09	01600000-51111	GROUP INSURANCE	10012018	
OCT 2018 INSURANCE	58,082.61	01662700-51111	GROUP INSURANCE	10012018	
	233,183.72				
INTERNATIONAL SOCIETY OF ARBORICULTURE					
MBR RNWL- N TECHTER	180.00	01670700-52234	DUES & SUBSCRIPTIONS	851957	
	180.00				
INTERNET PURCHASE MASTERCARD					
BASSET LICENSE RNWL THRU 9/2019	7.05	01664777-53325	COMMUNITY RELATIONS	000532	
BASSET LICENSE RNWL THRU 9/2019	300.00	01664777-53325	COMMUNITY RELATIONS	000532	
CANCELED PD PROMO	-608.53	01660100-53317	OPERATING SUPPLIES	DM3421426RF	
CLOTH ALLOW - EBY	59.99	01664700-53324	UNIFORMS	016859	
INTERIOR DETAIL #687	79.00	01662700-52212	AUTO MAINTENANCE & REPAIR	258210	
PD PROMO	608.53	01660100-53317	OPERATING SUPPLIES	DM3421426	
SAW BLADES	90.29	01696200-52284	EQUIPMENT MAINTENANCE	100046823	
TRNG-M NOYES 9/18	40.00	01643700-52223	TRAINING	824222497	
WORK BOOTS-KNUDSEN	129.99	01622200-53324	UNIFORMS	1209	
	706.32				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 15, 2018**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
IT GLUE					
DOC SOFTWARE 9/9-10/9	114.00	01652800-52255	SOFTWARE MAINTENANCE	123774644	
	<u>114.00</u>				
J C PENNY					
CLOTH ALLOW - BUSCH	189.99	01664700-53324	UNIFORMS	0720	
	<u>189.99</u>				
J G UNIFORMS INC					
C CADLE	130.00	01662700-53324	UNIFORMS	40282	
CASTRO VEST CARRIER W/SHIPPING	138.06	01664700-53324	UNIFORMS	40929	
INCROCCI VEST CARRIER	165.00	01660100-53324	UNIFORMS	40931	
KAISER	146.30	01662700-53324	UNIFORMS	39854	
KALINOWICZ	146.30	01662700-53324	UNIFORMS	40251	
STAFIEJ/INCROCCI VEST CARRIER W/SHIPPING	13.49	01660100-53324	UNIFORMS	40931	
STAFIEJ/INCROCCI VEST CARRIER W/SHIPPING	165.00	01662300-53324	UNIFORMS	40931	
	<u>904.15</u>				
JULIE INC					
JULIE LOCATES	387.21	01670600-52272	PROPERTY MAINTENANCE	2018-0376 09/30/18	
JULIE LOCATES	387.21	01670300-52272	PROPERTY MAINTENANCE	2018-0376 09/30/18	
JULIE LOCATES	387.21	04201600-52272	PROPERTY MAINTENANCE	2018-0376 09/30/18	
JULIE LOCATES	387.21	04101500-52272	PROPERTY MAINTENANCE	2018-0376 09/30/18	
	<u>1,548.84</u>				
JAM PACKAGING CORP					
CASH REGISTER PAPER	55.72	01612900-53317	OPERATING SUPPLIES	32463	
	<u>55.72</u>				
JET BRITE CAR WASH INC					
CAR WASHES - QTR END	192.00	01662700-52244	MAINTENANCE & REPAIR	3484	
	<u>192.00</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 15, 2018**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
JOE COTTON FORD					
AG BOLT	7.48	01696200-53354	PARTS PURCHASED	334653	
AG GASKET	8.99	01696200-53354	PARTS PURCHASED	334667	
AG GASKET RTN	-8.99	01696200-53354	PARTS PURCHASED	CM334667	
AG INJECTOR	477.80	01696200-53354	PARTS PURCHASED	334681	
SP LATCH	126.32	01696200-53354	PARTS PURCHASED	334748	
	<u>611.60</u>				
JOHN L FIOTI					
LOCAL PROSECUTION - OCTOBER	250.00	01570000-52238	LEGAL FEES	121	
LOCAL PROSECUTION - OCTOBER	250.00	01662300-52310	ATLE LEGAL ADJUDICATION	121	
	<u>500.00</u>				
JOY JOVINA					
REIMBURSEMENT SLEA UNIFORM FOR ACADEM	195.00	01662700-53324	UNIFORMS	SLEA ACADEMY UNIFRM	
	<u>195.00</u>				
KAMMES AUTO & TRUCK REPAIR INC					
STATE INSP 8/28/18	210.00	01696200-53353	OUTSOURCING SERVICES	126349	
	<u>210.00</u>				
KENNETH LYNCH & SONS INC					
SLAT FOR BENCH	55.90	01680000-52244	MAINTENANCE & REPAIR	47280-1	
	<u>55.90</u>				
KEVRON PRINTING					
TOW REPORTS 365 KUHN	401.40	01662600-53315	PRINTED MATERIALS	18-41501	
	<u>401.40</u>				
KMART					
CLOTH ALLOW - EB	88.96	01664700-53324	UNIFORMS	069778	
	<u>88.96</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 15, 2018**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
KOHL'S					
CLOTH ALLOW - POPE	26.69	01664700-53324	UNIFORMS	060756	
	<u>26.69</u>				
KONICA MINOLTA BUSINESS SOLUTIONS					
INV JUL/AUG18	133.92	01662400-52226	OFFICE EQUIPMENT MAINTENAN	253513455	
SSU JUL/AUG18	52.64	01662500-52226	OFFICE EQUIPMENT MAINTENAN	253513594	
	<u>186.56</u>				
LAUTERBACH & AMEN, LLP					
ACTUARIAL SERV'S -POLICE PENSION 4/30/18	4,750.00	01610100-52254	ACTUARIAL	30853	
	<u>4,750.00</u>				
LAW OFFICE OF MICHELLE L MOORE LTD					
LOCAL PROSECUTION - NOVEMBER	2,400.00	01570000-52235	LEGAL FEES-PROSECUTION	2018-11	
LOCAL PROSECUTION - NOVEMBER	6,200.00	01570000-52312	PROSECUTION DUI	2018-11	
	<u>8,600.00</u>				
LECHNER & SONS					
MATS/TOWELS-8/22/18	30.21	01670100-53317	OPERATING SUPPLIES	2475689	
MATS/TOWELS-8/29/18	32.04	01670100-53317	OPERATING SUPPLIES	2478380	
MATS/TOWELS-9/12/18	32.04	01670100-53317	OPERATING SUPPLIES	2483825	
MATS/TOWELS-9/5/18	32.04	01670100-53317	OPERATING SUPPLIES	2481139	
WIPES-8/22/18	60.86	01696200-53317	OPERATING SUPPLIES	2475689	
WIPES-8/29/18	62.69	01696200-53317	OPERATING SUPPLIES	2478380	
WIPES-9/12/18	62.69	01696200-53317	OPERATING SUPPLIES	2483825	
WIPES-9/5/18	62.69	01696200-53317	OPERATING SUPPLIES	2481139	
	<u>375.26</u>				
LEXISNEXIS					
AUGUST 2018 FEE	197.08	01662400-53330	INVESTIGATION FUND	20180831	
	<u>197.08</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 15, 2018**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
LINDCO EQUIPMENT SALES INC					
AG HYD FITTINGS	92.52	01696200-53354	PARTS PURCHASED	180954P	
AG PLATE	327.83	01696200-53354	PARTS PURCHASED	180823P	
	<u>420.35</u>				
LIVE VIEW GPS INC					
MONTHLY FEE-SEPT	79.90	01664700-53330	INVESTIGATION FUND	341005	
	<u>79.90</u>				
LOWE'S HOME CENTERS					
1" VALVE	19.98	04201600-53317	OPERATING SUPPLIES	9591933	
PAINT MARKER	10.76	01696200-53317	OPERATING SUPPLIES	8395669	
STAND	19.99	01696200-53350	SMALL EQUIPMENT EXPENSE	8395669	
WOOD FILLER	16.76	01680000-53319	MAINTENANCE SUPPLIES	2687187	
WOOD FILLER	16.76	01680000-53319	MAINTENANCE SUPPLIES	6691128	
	<u>84.25</u>				
LRS HOLDINGS LLC					
HAULING	378.00	01670500-52265	HAULING	0003982256	
STREET SWEEPING SRV'S-SEPT	8,400.00	01670600-52272	PROPERTY MAINTENANCE	PS232015	20190016
	<u>8,778.00</u>				
LULU PRESS INC					
FIELD TRAINING MANUAL	198.37	01662700-53318	REFERENCE MATERIALS	13486606	
	<u>198.37</u>				
MAGIK TECHNOLOGY SOLUTIONS INC					
WAP SOFTWARE MTC -1 YR	2,822.00	01652800-52255	SOFTWARE MAINTENANCE	2054	
WAPS FOR VLG HALL	22,154.00	11740000-55490	VILLAGE HALL RENOVATION	2050	
	<u>24,976.00</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 15, 2018**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
MANAGEFORCE CORPORATION					
SQL ADM - QTR END 10/31/18	7,800.00	01652800-52253	CONSULTANT	VIL18003	
	<u>7,800.00</u>				
MIDWEST METER INC					
M120 ENCODER	195.47	04201400-53333	NEW METERS	0102365-IN	
AMR RPLMNT PROGRAM	156.72	04201400-53333	NEW METERS	0103826-IN	20190019
AMR RPLMNT PROGRAM	1,977.00	04201400-53333	NEW METERS	0104339-IN	20190019
AMR RPLMNT PROGRAM	7,336.50	04201400-53333	NEW METERS	0104340-IN	20190019
AMR RPLMNT PROGRAM	112,704.00	04201400-53333	NEW METERS	0102837-IN	20190019
	<u>122,369.69</u>				
MTI CONSTRUCTION SERVICES, LLC					
C S MUNICIPAL CTR REIMB'S	1,998.75	11740000-55490	VILLAGE HALL RENOVATION	18-059	
	<u>1,998.75</u>				
MULTISYSTEM MANAGEMENT COMPANY					
JANITORIAL SRV'S SEPT/2018	1,580.00	01680000-52276	JANITORIAL SERVICES	1909	
	<u>1,580.00</u>				
MUNICIPAL GIS PARTNERS INC					
MGP GIS SERV'S - SEPT	11,928.31	01652800-52257	GIS SYSTEM	4126	
	<u>11,928.31</u>				
N E M R T					
BORNEMANN TRNG	300.00	01662700-52223	TRAINING	238991	
KRIESE,BORNEMANN, RUDELICH, MCGUIRE TRN	300.00	01662700-52223	TRAINING	238991	
M. RUDELICH TRNG	300.00	01662700-52223	TRAINING	238991	
MCGUIRE TRAINING	300.00	01662700-52223	TRAINING	238991	
WALKER TRAINING 6/18-22	500.00	01662700-52223	TRAINING	238918	
	<u>1,700.00</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 15, 2018**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
NAPCO STEEL INC					
AG STEEL	120.00	01696200-53354	PARTS PURCHASED	420914	
SP STEEL	430.00	01696200-53354	PARTS PURCHASED	421179	
	<u>550.00</u>				
NATIONAL ENGRAVERS					
BREINIG RETIREMENT PLAQUE	95.00	01600000-53315	PRINTED MATERIALS	65917	
	<u>95.00</u>				
NEENAH FOUNDRY COMPANY					
INTERCONNECT MANHOLES	650.55	04201600-53317	OPERATING SUPPLIES	278592	
	<u>650.55</u>				
NMI					
CC GATEWAY FEES SEPT/2018	10.00	01610100-52256	BANKING SERVICES	267818659	
CC GATEWAY FEES SEPT/2018	97.80	04103100-52221	UTILITY BILL PROCESSING	267836999	
CC GATEWAY FEES SEPT/2018	97.80	04203100-52221	UTILITY BILL PROCESSING	267836999	
	<u>205.60</u>				
NORTHWEST POLICE ACADEMY					
SEPT TRAINING (6) SUPERVISOR LIAB	150.00	01660100-52223	TRAINING	SEP-18	
	<u>150.00</u>				
O'REILLY AUTO PARTS					
AG STRUTS	257.14	01696200-53354	PARTS PURCHASED	5514-180433	
	<u>257.14</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 15, 2018**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
OFFICE DEPOT					
CERT SUPPLIES	102.90	01664773-53325	COMMUNITY RELATIONS	206278323-001	
CERT SUPPLIES	254.13	01664773-53325	COMMUNITY RELATIONS	200977036-001	
OFFICE SUPPLIES	11.22	01662600-53314	OFFICE SUPPLIES	185924672002	
OFFICE SUPPLIES	57.94	01662600-53314	OFFICE SUPPLIES	08212018	
OFFICE SUPPLIES	66.62	01662600-53314	OFFICE SUPPLIES	203718463001	
OFFICE SUPPLIES	143.06	01662600-53314	OFFICE SUPPLIES	200296033001	
OFFICE SUPPLIES	346.53	01662600-53314	OFFICE SUPPLIES	189106821001	
	982.40				
ORIENTAL TRADING COMPANY INC					
ADOPT A COP SUPPLIES	338.98	01664700-53325	COMMUNITY RELATIONS	691791903	
	338.98				
PDQ.COM					
SOFTWARE SUBSCRIPT RNWL 1YR	900.00	01652800-52255	SOFTWARE MAINTENANCE	1159729	
	900.00				
PETE DELALIS					
TUITION REIMB ORL 601 8/13- 9/24 2018	1,995.00	01660100-52223	TRAINING	ORL 601 8/13-9/24	
	1,995.00				
PILOT STORE					
FUEL	10.68	04200100-53313	AUTO GAS & OIL	6256752	
FUEL	74.76	04201400-53313	AUTO GAS & OIL	6256752	
FUEL	128.15	04201600-53313	AUTO GAS & OIL	6256752	
	213.59				
PLATINUM POOLCARE AQUATECH LTD					
TC FOUNTAIN MTC AUGUST	1,318.40	01680000-52219	TC MAINTENANCE	89028	
	1,318.40				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 15, 2018**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
POMPS TIRE SERVICE					
AG TIRE	202.50	01696200-53354	PARTS PURCHASED	410595247	
AG TIRES	538.20	01696200-53354	PARTS PURCHASED	410600466	
	<u>740.70</u>				
PORTER LEE CORPORATION					
ANL RNW 8/2018-7/2019	684.00	01662400-52255	SOFTWARE MAINTENANCE	20848	
ANL RNWL8/2018-9/2019	684.00	01662400-52255	SOFTWARE MAINTENANCE	20848	
	<u>1,368.00</u>				
POSITIVE PROMOTIONS					
ADOPT A COP SUPPLIES	423.77	01664700-53325	COMMUNITY RELATIONS	22313605	
	<u>423.77</u>				
PRO SAFETY INC					
JULIE LOCATE SUPPLIES	183.50	04201600-53317	OPERATING SUPPLIES	2/852290	
JULIE LOCATE SUPPLIES	467.20	04201600-53317	OPERATING SUPPLIES	2/852110	
	<u>650.70</u>				
R GUNS					
AR BARREL REPLACEMENT	180.00	01662700-53317	OPERATING SUPPLIES	066508	
	<u>180.00</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 15, 2018**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
RAY O'HERRON CO					
2 GLOCKS	1,006.00	01662700-53323	WEAPONS	1844622-CA	
B RUDELICH	482.50	01662700-53324	UNIFORMS	1839868	
BULLERI	99.98	01662700-53324	UNIFORMS	1839870	
COLLUM	87.00	01662600-53324	UNIFORMS	1845084	
COOPER	363.81	01662400-53324	UNIFORMS	1835355	
DUNTEMAN	143.97	01662400-53324	UNIFORMS	1832456	
EAGAN	98.00	01662300-53324	UNIFORMS	1845083	
HECKERMAN	-155.99	01660100-53324	UNIFORMS	1844625CM	
HECKERMANN	155.99	01660100-53324	UNIFORMS	1844293	
HECKERMANN	1,045.93	01660100-53324	UNIFORMS	1843019	
JOHNSON	53.00	01662700-53324	UNIFORMS	1837620	
JOHNSON	180.99	01662700-53324	UNIFORMS	1837615	
KUSIAK	79.08	01662700-53324	UNIFORMS	1844883	
KUSIAK	214.91	01662700-53324	UNIFORMS	1843009	
KUSIAK	1,630.83	01662700-53324	UNIFORMS	1842967	
MARIJAUNA DRUG KITS	162.75	01660100-53317	OPERATING SUPPLIES	1844244	
MCGUIRE	39.95	01662700-53324	UNIFORMS	1837619	
MCINTYRE	79.08	01662700-53324	UNIFORMS	1844886	
MCINTYRE	149.96	01662700-53324	UNIFORMS	1843011	
MCINTYRE	1,760.71	01662700-53324	UNIFORMS	1843022	
NIELSEN	85.08	01662700-53324	UNIFORMS	1844885	
NIELSEN	1,662.78	01662700-53324	UNIFORMS	1843012	
RIEMER	134.94	01662700-53324	UNIFORMS	1844295	
SAILER	33.50	01660100-53324	UNIFORMS	1845082	
SAILER BELT KEEPER	83.94	01660100-53324	UNIFORMS	1845081	
SCARAPULLA	777.91	01662700-53324	UNIFORMS	1840233	
ZOCHERT	355.00	01660100-53324	UNIFORMS	1839836	
	10,811.60				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 15, 2018**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
RED VALVE CO INC					
ULTRA FLEX PIPE	1,520.02	11740000-55488	STORMWATER UTILITIES	663864	
	<u>1,520.02</u>				
RED WING SHOE STORE					
BOOTS - J SMITH	188.99	04200100-53324	UNIFORMS	54168	
	<u>188.99</u>				
REFUNDS MISC					
OVRPD BLDG PRMT 18-1444 1452 WALNUT CIR	4.00	01000000-47407	MISCELLANEOUS REVENUE	PRMT 18-1444 DRVW	
OVRPD ON TICKET 239862 TWICE ONLINE 10/03,	60.00	01000000-45402	ORDINANCE FORFEITS	TICKET 239862	
RFND TICKETS 232823/24 VOIDED & ALREADY PA	140.00	01000000-45402	ORDINANCE FORFEITS	TICKET 232823/24	
	<u>204.00</u>				
REFUNDS PRESERVATION BONDS					
AS BUILT SECURITY REFUND	5,000.00	01-24302	ESCROW - GRADING	440 MISSION	
DRIVEWAY BOND REFUND	300.00	01-24302	ESCROW - GRADING	1286 CRYSTAL SHORE(1	
DRIVEWAY BOND REFUND	300.00	01-24302	ESCROW - GRADING	353 THUNDERBIRD	
DRIVEWAY BOND REFUND	300.00	01-24302	ESCROW - GRADING	837 KANSAS	
PATIO BOND REFUND	200.00	01-24302	ESCROW - GRADING	331 BLACKHAWK	
PATIO BOND REFUND	200.00	01-24302	ESCROW - GRADING	600 SEQUOIA CT	
PATIO BOND REFUND	200.00	01-24302	ESCROW - GRADING	661 ANDREW LN	
	<u>6,500.00</u>				
REFUNDS TAX STAMPS					
TAX STAMP 29979 REFUND	975.00	01000000-41208	REAL ESTATE TRANSFER TAX	980 WOODHILL	
	<u>975.00</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 15, 2018**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
REFUNDS W&S FINALS					
	5.21	04-12110	ACCOUNT RECEIV WATER & SEWER	3599	
	9.33	04-12110	ACCOUNT RECEIV WATER & SEWER	1260	
	13.32	04-12110	ACCOUNT RECEIV WATER & SEWER	0550	
	13.53	04-12110	ACCOUNT RECEIV WATER & SEWER	4200	
	28.61	04-12110	ACCOUNT RECEIV WATER & SEWER	9219	
	29.11	04-12110	ACCOUNT RECEIV WATER & SEWER	20288	
	36.87	04-12110	ACCOUNT RECEIV WATER & SEWER	6791	
	50.00	04-12110	ACCOUNT RECEIV WATER & SEWER	4407	
	58.08	04-12110	ACCOUNT RECEIV WATER & SEWER	0643	
	60.21	04-12110	ACCOUNT RECEIV WATER & SEWER	8797	
	73.26	04-12110	ACCOUNT RECEIV WATER & SEWER	7078	
	111.99	04-12110	ACCOUNT RECEIV WATER & SEWER	19127	
	1,221.87	04-12110	ACCOUNT RECEIV WATER & SEWER	0606	
	1,711.39				
REPLACEMENT COMMERCIAL					
AG MOTOR	273.03	01696200-53354	PARTS PURCHASED	12169422	
	273.03				
RESTAURANT-MASTERCARD					
ANDREJEVIC TRNG 8/21	13.31	01664700-52223	TRAINING	106876	
ANDREJEVIC TRNG 8/22	13.52	01664700-52223	TRAINING	017918	
ANDREJEVIC TRNG 9/5	9.57	01664700-52223	TRAINING	1209/05	
HECK TRAINING 8/22	13.70	01664700-52223	TRAINING	066872	
SEPT CHIEF'S MEETING	14.86	01660100-52222	MEETINGS	233749	
TRNG DUNTEMAN 8/20-22	12.58	01662400-52223	TRAINING	057069	
TRNG HECK 8/22	13.86	01664700-52223	TRAINING	108015	
TRNG HECK 8/25	0.01	01664700-52223	TRAINING	108014	
	91.41				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 15, 2018**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
RUSH TRUCK CENTERS					
OC ADJUSTER	55.49	01696200-53354	PARTS PURCHASED	3012293914	
OC CHAMBER	96.50	01696200-53354	PARTS PURCHASED	3012284427	
SP DEF	59.94	01696200-53354	PARTS PURCHASED	3012168320	
	211.93				
SAFEKIDS WORLDWIDE					
BACIDORE SAFETY SEAT CLS 9/28	85.00	01662700-52223	TRAINING	BAC540	
BOSHART CPS RECERT	50.00	01662400-52223	TRAINING	BOSH507	
CHILD SAFETY SEAT CERT-STAFIEJ	50.00	01662300-52223	TRAINING	2018 RNWL CERT	
CLUEVER CPS RECERT	50.00	01662300-52223	TRAINING	CLU503	
ESTRADA CAR SEAT CLASS 9/26/18	85.00	01662700-52223	TRAINING	20180313372	
MABBIT CPS RECERT	50.00	01662700-52223	TRAINING	1MBCPS	
	370.00				
SAUBER MGF.CO					
AG WINCH CABLE	68.26	01696200-53354	PARTS PURCHASED	PSI204751	
	68.26				
SEARS HARDWARE					
CLOTH ALLOW - RUP	101.98	01680000-53324	UNIFORMS	011725211609	
	101.98				
SEAWAY SUPPLY CO					
PAPER PRODUCTS	31.50	01670400-53317	OPERATING SUPPLIES	137536	
PAPER PRODUCTS	31.50	04201600-53317	OPERATING SUPPLIES	137536	
	63.00				
SERVICE COMPONENTS INC					
SUPPLIES	201.04	01696200-53317	OPERATING SUPPLIES	92689	
SUPPLIES	261.38	01696200-53317	OPERATING SUPPLIES	91893	
	462.42				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 15, 2018**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
SIGNATURE COINS					
COINS-OPEN HOUSE	1,612.00	01680000-55487	FACILITY CAPITAL IMPROVEMENT	375865	
	<u>1,612.00</u>				
SIKICH LLP					
AUDIT FEES FY/18	1,500.00	01520000-52237	AUDIT FEES	358406	
	<u>1,500.00</u>				
SNAP ON INDUSTRIAL					
PLIERS	21.00	01696200-53316	TOOLS	ARV/37173999	
	<u>21.00</u>				
SPRING ALIGN OF PALATINE INC					
ALIGNMENT	119.95	01696200-53353	OUTSOURCING SERVICES	110587	
SP SPRINGS	802.98	01696200-53354	PARTS PURCHASED	110537	
	<u>922.93</u>				
STANDARD EQUIPMENT COMPANY					
DRILL POINT, SKIDS	280.13	04101500-53350	SMALL EQUIPMENT EXPENSE	P08518	
	<u>280.13</u>				
STEINBRECHER LAND SURVEYORS INC					
PLAT OF SURVEY LOT#75	384.38	11740000-55487	FACILITY CAPITAL IMPROVEMENT	13432	
PLAT OF SURVEY LOT#79	384.37	11740000-55487	FACILITY CAPITAL IMPROVEMENT	13433	
	<u>768.75</u>				
STEPHEN A LASER ASSOCIATES P C					
POLICE ASSESSMENT- PROMO FEEDBACK SESSIO	2,800.00	01510000-52228	PERSONNEL HIRING	2006530	
	<u>2,800.00</u>				
STEVE PIPER & SONS INC					
EMERG TREE RMVL	1,205.00	01670700-52268	TREE MAINTENANCE	11376	
	<u>1,205.00</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 15, 2018**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
SUBURBAN LABORATORIES INC					
UCMR SAMPLES	1,744.00	04201600-52279	LAB SERVICES	158369	
	<u>1,744.00</u>				
SUPERIOR ROAD STRIPING					
2018 PAVEMENT MARKING PROJECT	37,137.52	01670300-52272	PROPERTY MAINTENANCE	696618	
	<u>37,137.52</u>				
THE CONSERVATION FOUNDATION					
2018 MEMBERSHIP	51.50	01620100-52234	DUES & SUBSCRIPTIONS	2724	
	<u>51.50</u>				
THE UPS STORE					
SP SHIPPING	9.63	01696200-53354	PARTS PURCHASED	059926	
	<u>9.63</u>				
THIRD MILLENIUM ASSOCIATES INCORPORATED					
BILL PRINTING - 9/27/18	1,219.73	04103100-52221	UTILITY BILL PROCESSING	22586	
BILL PRINTING - 9/27/18	1,219.73	04203100-52221	UTILITY BILL PROCESSING	22586	
GREEN PAY FEE - SEPT	225.00	04103100-52221	UTILITY BILL PROCESSING	22587	
GREEN PAY FEE - SEPT	225.00	04203100-52221	UTILITY BILL PROCESSING	22587	
	<u>2,889.46</u>				
TITAN SUPPLY INC					
JANITORIAL SUPPLIES	324.00	01680000-53320	JANITORIAL SUPPLIES	3549	
	<u>324.00</u>				
TOMMY GUNS INC					
PAINT TC FLAG POLES	2,625.00	01680000-52219	TC MAINTENANCE	24937	
	<u>2,625.00</u>				
TOPCON SOLUTIONS STORE					
SAFETY VESTS	17.90	01622200-53324	UNIFORMS	000415	
	<u>17.90</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 15, 2018**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
TRAFFIC CONTROL & PROTECTION					
SIGNS	1,428.50	01670300-53344	STREET SIGNS	93944	
	<u>1,428.50</u>				
TRANS UNION LLC					
CRED CK 7/26-8/25	75.00	01662400-53330	INVESTIGATION FUND	08800475	
	<u>75.00</u>				
TREASURER OF THE STATE OF ILLINOIS					
UNCLAIMED PROPERTY 7/1/2012 -6/30/15	1,734.98	04-24131	UNCLAIMED DEPOSITS	FY2018 UNCLAIMED	
UNCLAIMED PROPERTY 7/1/2012 -6/30/15	21,571.13	01-24131	UNCLAIMED DEPOSITS	FY2018 UNCLAIMED	
	<u>23,306.11</u>				
TRISOURCE SOLUTIONS LLC					
TRISOURCE CC FEES SEPT/2018	168.55	04103100-52221	UTILITY BILL PROCESSING	1420 10/2/18	
TRISOURCE CC FEES SEPT/2018	168.55	04203100-52221	UTILITY BILL PROCESSING	1420 10/2/18	
TRISOURCE CC FEES SEPT/2018	1,011.28	01610100-52256	BANKING SERVICES	1420 10/2/18	
TRISOURCE CC FEES SEPT/2018	2,901.55	04103100-52221	UTILITY BILL PROCESSING	7833 10/2/18	
TRISOURCE CC FEES SEPT/2018	2,901.55	04203100-52221	UTILITY BILL PROCESSING	7833 10/2/18	
	<u>7,151.48</u>				
TYCO FIRE & SECURITY (US)MGMT INC					
1349 CHARGER CT 9/1-11/30	54.73	04100100-52234	DUES & SUBSCRIPTIONS	30994991	
	<u>54.73</u>				
U S POSTMASTER					
POSTAGE WATER BILLS 9/30/18	2,150.85	04203100-52229	POSTAGE	INV 1529 9/28/18	
POSTAGE WATER BILLS 9/30/18	2,150.86	04103100-52229	POSTAGE	INV 1529 9/28/18	
	<u>4,301.71</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 15, 2018**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
UIC ANALYTICAL FORENSIC TESTING LABORATORY					
LAB CASE #'S 260,261,262,263,332	725.00	01662300-53317	OPERATING SUPPLIES	H0347	
LAB CASE #'S 291,293,330,331,297	800.00	01662300-53317	OPERATING SUPPLIES	H0331	
LAB CASE #'S 294,333,334	525.00	01662700-53317	OPERATING SUPPLIES	H0363	
LAB CASE #'S 349,350,351,352,353	800.00	01662300-53317	OPERATING SUPPLIES	H0348	
	2,850.00				
ULINE SHIPPING SUPPLY SPECIALISTS					
EVIDENCE PACKAGING	546.06	01662400-53317	OPERATING SUPPLIES	101293278	
	546.06				
UNITED STATES POSTAL SERVICE					
AMR PROG CERT LTRS	140.70	04201400-52229	POSTAGE	038586-443	
CHRIS BURKE LETTER	13.65	01620100-53317	OPERATING SUPPLIES	442572346	
DUI KIT TO ISP LAB	11.00	01662400-53317	OPERATING SUPPLIES	045162/967	
PASSPORT 8/21/18	6.70	01610100-52229	POSTAGE	442226849	
PASSPORT 8/22/18	6.70	01610100-52229	POSTAGE	442392329	
PASSPORT 8/28/18	6.70	01610100-52229	POSTAGE	442776410	
PASSPORT 8/29/18	6.70	01610100-52229	POSTAGE	442876734	
PASSPORT 8/30/18	6.70	01610100-52229	POSTAGE	442992770	
PASSPORT 9/13/18	6.70	01610100-52229	POSTAGE	444049211	
PASSPORT 9/5/18	6.70	01610100-52229	POSTAGE	443360872	
PASSPORT 9/6/18	6.70	01610100-52229	POSTAGE	443485344	
	218.95				
UPS GROUND SERVICE					
HAVIS DOCK REPAIR	12.16	01652800-53317	OPERATING SUPPLIES	1ZP69KT00337	
	12.16				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 15, 2018**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
USA BLUE BOOK					
AUTO HYD FLUSHERS	3,865.49	04201600-53350	SMALL EQUIPMENT EXPENSE	678127	
FITTINGS HYD MTR	53.00	04201600-53317	OPERATING SUPPLIES	686619	
HYDRANT ADAPTERS	488.08	04201600-53317	OPERATING SUPPLIES	679954	
NEW CHLORIMETER	466.96	04201600-53350	SMALL EQUIPMENT EXPENSE	659936	
	<u>4,873.53</u>				
VERIZON WIRELESS					
PHONE EMAG SERV JUL 03- AUG 02	1.74	01652800-52230	TELEPHONE	9812072635	
	<u>1.74</u>				
VERMEER ILLINOIS					
AG PRESSURE PLATE	28.00	01696200-53354	PARTS PURCHASED	PC6877	
	<u>28.00</u>				
VILLA PARK ELECTRICAL SUPPLY CO INC					
#6 WIRE	422.10	01670300-53215	STREET LIGHT SUPPLIES	137867-00	
150W BULBS	186.00	01670300-53215	STREET LIGHT SUPPLIES	137550-00	
ELBOWS,COUPLINGS,GASK	43.18	01670300-53215	STREET LIGHT SUPPLIES	136907-00	
LNG/SHRT BARRELS COUP	368.00	01670300-53215	STREET LIGHT SUPPLIES	137135-02	
MIDGETS, FUSE BOOTS	891.50	01670300-53215	STREET LIGHT SUPPLIES	137135-01	
STREET LIGHT WIRE	422.10	01670300-53215	STREET LIGHT SUPPLIES	136606-00	
WINGNUTS, VINYL TAPE	166.33	01670300-53215	STREET LIGHT SUPPLIES	137135-00	
	<u>2,499.21</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 15, 2018**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
VILLAGE OF CAROL STREAM					
124 GERZEVSKE E SIDE PUMP STN	72.55	04101500-53220	WATER	1400089/21254	
124 GERZEVSKE LN HYD MTR	1,770.37	04200100-53220	WATER	1400077/21240	
124 GERZEVSKE MTR STRG RM/WSHRM BINS	34.95	01670100-53220	WATER	1400092/21257	
124 GERZEVSKE NORTH GARAGE	40.70	01670100-53220	WATER	1399738/20874	
124 GERZEVSKE PWKS CTR	109.04	01670100-53220	WATER	1399739/20875	
245 KUHN BATHROOM MTC BLDG	3.06	04101500-53220	WATER	1400091/21256	
245 KUHN RD MTC CONTROL BLDG	13.41	04101500-53220	WATER	1399735/20871	
245 N KUHN ADM BLDG	48.96	04101500-53220	WATER	1399736/20872	
300 KUHN RD CHL ANALYSZER	96.96	04101500-53220	WATER	1400090/21255	
500 N GARY AVE	101.75	01680000-53220	WATER	1399740/20876	
725 THORNHILL DR COMM PRK	34.95	01680000-53220	WATER	1398367/19472	
960 N GARY DRK FOUNTAIN GZBO	0.62	01680000-53220	WATER	1400045/21204	
960 N GARY BLDG @ FOUNTAIN	77.33	01680000-53220	WATER	1399742/20878	
960 N GARY FOUNTAIN	2,428.63	01680000-53220	WATER	1399741/20877	
	4,833.28				
WAL MART					
RSSC REFRESHMENTS	53.82	01662300-52222	MEETINGS	06384	
WORK CLOTH - LESCHER	79.71	01680000-53324	UNIFORMS	03359	
	133.53				
WATER PRODUCTS-AURORA					
B-BOX	28.50	04201600-53317	OPERATING SUPPLIES	0281530	
	28.50				
WELCH BROS INC					
BARREL, TOP	436.67	01670600-53317	OPERATING SUPPLIES	3024664	
CONE SECTION-RANDY RD	420.00	04201600-53317	OPERATING SUPPLIES	3022133	
	856.67				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 15, 2018**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
WEST SIDE TRACTOR SALES					
OC WHEEL	462.96	01696200-53354	PARTS PURCHASED	N71988	
	<u>462.96</u>				
WESTERN REMAC INC					
SIGNS	39.05	01696200-53317	OPERATING SUPPLIES	55041	
	<u>39.05</u>				
WESTMORE SUPPLY CO					
CONCRETE STORM SEWER	569.25	01670600-53317	OPERATING SUPPLIES	R97336	
CONCRETE STORM SEWER	741.00	01670600-53317	OPERATING SUPPLIES	R97252	
CONCRETE STORM SEWERS	430.50	01670600-53317	OPERATING SUPPLIES	R97204	
CONCRETE STORM SEWERS	576.00	01670600-53317	OPERATING SUPPLIES	r 97105	
	<u>2,316.75</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 15, 2018**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
WEX BANK					
FUEL	48.45	01652800-53313	AUTO GAS & OIL	56051793	
FUEL	59.57	01643700-53313	AUTO GAS & OIL	56051793	
FUEL	83.63	04101100-53313	AUTO GAS & OIL	56051793	
FUEL	108.97	01622200-53313	AUTO GAS & OIL	56051793	
FUEL	147.28	01696200-53313	AUTO GAS & OIL	56051793	
FUEL	163.45	01620100-53313	AUTO GAS & OIL	56051793	
FUEL	163.83	01680000-53313	AUTO GAS & OIL	56051793	
FUEL	181.63	01670100-53313	AUTO GAS & OIL	56051793	
FUEL	181.63	01670300-53313	AUTO GAS & OIL	56051793	
FUEL	199.41	01642100-53313	AUTO GAS & OIL	56051793	
FUEL	227.04	01670600-53313	AUTO GAS & OIL	56051793	
FUEL	227.04	01670700-53313	AUTO GAS & OIL	56051793	
FUEL	272.45	01670500-53313	AUTO GAS & OIL	56051793	
FUEL	385.97	01670400-53313	AUTO GAS & OIL	56051793	
FUEL	399.19	04200100-53313	AUTO GAS & OIL	56051793	
FUEL	435.65	01664700-53313	AUTO GAS & OIL	56051793	
FUEL	544.56	01662400-53313	AUTO GAS & OIL	56051793	
FUEL	794.64	01670200-53313	AUTO GAS & OIL	56051793	
FUEL	980.20	01660100-53313	AUTO GAS & OIL	56051793	
FUEL	991.46	04101500-53313	AUTO GAS & OIL	56051793	
FUEL	2,794.34	04201400-53313	AUTO GAS & OIL	56051793	
FUEL	4,790.30	04201600-53313	AUTO GAS & OIL	56051793	
FUEL	8,930.72	01662700-53313	AUTO GAS & OIL	56051793	
	23,111.41				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 15, 2018**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
WHEATON MULCH INC					
TOOLS	130.00	01670500-53316	TOOLS	18-3378	
TOP SOIL	128.00	01670400-53317	OPERATING SUPPLIES	18-3432	
TOP SOIL	128.00	01670400-53317	OPERATING SUPPLIES	18-3454	
TOP SOIL	224.00	01670400-53317	OPERATING SUPPLIES	18-3250	
	<u>610.00</u>				
WINTER EQUIPMENT COMPANY INC					
AG CURB SHOES	1,556.06	01696200-53354	PARTS PURCHASED	IV37766	
	<u>1,556.06</u>				
ZIEBELL WATER SERVICE PRODUCTS INC					
PIPE/JOINT SEAL	1,050.00	04101500-53317	OPERATING SUPPLIES	242985-000	
	<u>1,050.00</u>				
GRAND TOTAL	<u><u>\$1,992,798.60</u></u>				

The preceding list of bills payable totaling \$1,992,798.60 was reviewed and approved for payment.

Approved by:



Robert Mellor – Village Manager

Date: 10/12/18

Authorized by:

Frank Saverino Sr – Mayor

Laura Czarnecki- Village Clerk

ADDENDUM WARRANTS
October 2, 2018 Thru October 15, 2018

Fund	Check #	Vendor	Description	Amount
General	A C H	Wheaton Bank & Trust	Payroll Sept 24, 2018 thru October 7, 2018	565,764.02
Water & Sewer	A C H	Wheaton Bank & Trust	Payroll Sept 24, 2018 thru October 7, 2018	58,459.54
				<u><u>624,223.56</u></u>

Approved this _____ day of _____, 2018

By: _____
Frank Saverino Sr - Mayor

Laura Czarnecki - Village Clerk

Village of Carol Stream
General Fund Budget Summary
For the Month Ended September 30, 2018

	MONTH				YTD				BUDGET					
	Last Year Sep	Current Year Sep	Monthly Variance		Last Year YTD	Current Year YTD	YTD Variance		Annual Budget	YTD Budget	YTD Actual	Variance		
			\$	%			\$	%				\$	%	
REVENUES														
Sales Tax	\$ 672,146	\$ 629,136	(43,010)	-6%	\$ 3,085,882	\$ 3,138,669	52,787	2%	\$ 7,418,000	\$ 3,081,064	\$ 3,138,669	57,606	2%	
Home Rule Sales Tax	349,237	360,671	11,434	3%	1,755,948	1,744,253	(11,695)	-1%	5,367,000	2,224,475	1,744,253	(480,222)	-22%	
State Income Tax	205,259	243,719	38,460	19%	1,550,916	1,629,876	78,961	5%	3,575,000	1,543,177	1,629,876	86,699	6%	
Utility Tax - Electricity	171,600	177,388	5,789	3%	775,703	815,107	39,404	5%	1,870,000	791,419	815,107	23,688	3%	
Telecommunications Tax	91,643	84,539	(7,104)	-8%	469,626	420,048	(49,578)	-11%	974,000	405,835	420,048	14,213	4%	
Fines (Court, Ord., ATLE, Towing)	121,007	108,712	(12,296)	-10%	582,621	596,959	14,338	2%	1,356,000	571,633	596,959	25,326	4%	
Natural Gas Use Tax	14,668	16,145	1,478	10%	131,368	165,437	34,069	26%	570,000	128,090	165,437	37,347	29%	
Other Taxes (Use, Hotel, PPRT Real Estate, Road & Bridge)	263,013	241,403	(21,610)	-8%	1,208,229	1,504,875	296,647	25%	2,881,500	1,375,664	1,504,875	129,211	9%	
Licenses (Vehicle, Liquor, etc.)	28,774	6,173	(22,602)	-79%	676,022	418,085	(257,938)	-38%	586,700	395,367	418,085	22,718	6%	
Cable Franchise Fees	-	-	-	0%	332,524	268,251	(64,274)	-19%	661,000	275,417	268,251	(7,166)	-3%	
Building Permits	29,814	83,705	53,891	181%	195,982	317,008	121,025	62%	548,800	260,000	317,008	57,008	22%	
Fees for Services	59,785	58,374	(1,411)	-2%	265,738	379,839	114,100	43%	742,000	401,458	379,839	(21,620)	-5%	
Interest Income	7,687	17,840	10,153	132%	30,678	61,106	30,428	99%	140,000	58,333	61,106	2,773	5%	
All Other / Miscellaneous	71,479	70,531	(948)	-1%	380,444	456,640	76,196	20%	970,000	374,333	456,640	82,306	22%	
Revenue Totals	2,086,112	2,098,336	12,224	1%	11,441,681	11,916,152	474,471	4%	27,660,000	11,886,265	11,916,152	29,887	0%	
EXPENDITURES														
Fire & Police Commission	2,300	-	(2,300)	-100%	10,249	25,615	15,366	150%	19,510	8,129	25,615	17,486	215%	
Legislative Board	14,926	5,967	(8,959)	-60%	75,871	58,397	(17,474)	-23%	122,155	50,898	58,397	7,499	15%	
Plan Commission & ZBA	299	444	145	48%	2,635	1,901	(735)	-28%	5,900	2,458	1,901	(558)	-23%	
Emergency Services	-	-	-	0%	-	-	-	0%	29,070	12,113	-	(12,113)	-100%	
Legal Services	24,380	14,425	(9,955)	-41%	111,668	88,323	(23,345)	-21%	274,000	114,167	88,323	(25,843)	-23%	
Village Clerk	4,405	3,239	(1,166)	-26%	15,197	16,994	1,797	12%	37,784	15,743	16,994	1,251	8%	
Administration	107,412	53,600	(53,812)	-50%	370,402	318,207	(52,195)	-14%	866,979	361,241	318,207	(43,035)	-12%	
Employee Relations	45,451	35,380	(10,071)	-22%	188,141	166,950	(21,191)	-11%	431,713	179,880	166,950	(12,931)	-7%	
Financial Management	97,824	62,086	(35,737)	-37%	436,386	385,963	(50,423)	-12%	945,852	394,105	385,963	(8,142)	-2%	
Engineering Services	192,538	99,259	(93,279)	-48%	619,856	578,379	(41,477)	-7%	1,355,703	564,876	578,379	13,502	2%	
Community Development	103,061	85,570	(17,491)	-17%	462,755	432,154	(30,601)	-7%	983,016	409,590	432,154	22,564	6%	
Information Technology	107,840	69,464	(38,376)	-36%	452,635	552,607	99,972	22%	1,361,782	567,409	552,607	(14,802)	-3%	
Police	1,619,790	1,134,033	(485,757)	-30%	6,385,113	6,556,452	171,339	3%	15,736,097	6,556,707	6,556,452	(255)	0%	
Public Works	340,246	222,418	(117,828)	-35%	1,369,828	1,228,342	(141,485)	-10%	3,607,679	1,503,200	1,228,342	(274,857)	-18%	
Municipal Building	77,142	77,250	107	0%	608,110	308,745	(299,365)	-49%	681,910	284,129	308,745	24,616	9%	
Municipal Garage	13,875	(19,693)	(33,567)	-242%	(16,482)	(51,786)	(35,304)	214%	-	-	(51,786)	(51,786)	100%	
Transfers and Agreements	-	-	-	0%	235,916	174,350	(61,565)	-26%	1,157,600	247,600	174,350	(73,250)	-30%	
Town Center	544	2,550	2,006	369%	39,097	42,388	3,291	8%	43,250	43,250	42,388	(862)	-2%	
Expenditure Totals	2,752,032	1,845,992	(906,041)	-33%	11,367,376	10,883,981	(483,395)	-4%	27,660,000	11,315,496	10,883,981	(431,515)	-4%	
Net Increase / (Decrease)	(665,920)	252,344	918,265		74,305	1,032,171	957,866		-	570,769	1,032,171	461,401		

Village of Carol Stream
Water and Sewer Fund Budget Summary
For the Month Ended September 30, 2018

	MONTH				YTD				BUDGET					
	Last Year Sep	Current Year Sep	Monthly Variance \$ %		Last Year YTD	Current Year YTD	YTD Variance \$ %		Annual Budget	YTD Budget	YTD Actual	Variance \$ %		
REVENUES														
Water Billings	\$ 701,020	\$ 831,154	130,134	19%	\$ 3,429,435	\$ 3,787,392	357,957	10%	\$ 8,525,000	\$ 3,766,195	\$ 3,787,392	21,197	1%	
Sewer Billings	299,057	372,371	73,314	25%	1,442,438	1,665,815	223,377	15%	3,720,000	1,650,626	1,665,815	15,189	1%	
Penalties/Admin Fees	18,141	9,773	(8,368)	-46%	76,335	70,706	(5,629)	-7%	175,000	72,917	70,706	(2,211)	-3%	
Connection/Expansion Fees	-	-	-	0%	2,068	20,197	18,129	876%	27,000	11,250	20,197	8,947	80%	
Interest Income	9,485	18,416	8,931	94%	44,293	77,146	32,852	74%	180,000	65,000	77,146	12,146	19%	
Rental Income	11,985	12,376	391	3%	59,633	61,579	1,946	3%	159,000	66,250	61,579	(4,671)	-7%	
All Other / Miscellaneous	782	12,775	11,993	1533%	377,062	81,507	(295,555)	-78%	94,000	15,417	81,507	66,091	429%	
Revenue Totals	1,040,470	1,256,865	216,395	21%	5,431,264	5,764,341	333,077	6%	12,880,000	5,647,654	5,764,341	116,687	2%	
EXPENDITURES														
Salaries & Benefits	168,655	117,515	(51,140)	-30%	604,561	629,250	24,689	4%	1,501,462	625,609	629,250	3,641	1%	
Purchase of Water	564,709	655,276	90,567	16%	2,596,492	2,872,258	275,766	11%	6,325,000	2,926,194	2,872,258	(53,936)	-2%	
WRC Operating Contract	266,402	143,819	(122,583)	-46%	842,073	865,842	23,769	3%	1,854,690	772,788	865,842	93,054	12%	
Maintenance & Operating	221,018	134,089	(86,929)	-39%	836,964	808,845	(28,119)	-3%	2,458,561	1,024,400	808,845	(215,555)	-21%	
IEPA Loan P&I	214,325	214,325	-	0%	214,325	214,325	-	0%	428,650	214,324	214,325	1	0%	
DWC Loan P&I	-	-	-	0%	57,872	56,891	(981)	-2%	56,891	56,891	56,891	(0)	0%	
Capital Outlay	810	-	(810)	-100%	131,230	33,468	(97,761)	-74%	3,857,500	550,000	33,468	(516,532)	-94%	
Expenditure Totals	1,435,920	1,265,025	(170,895)	-12%	5,283,516	5,480,879	197,363	4%	16,482,754	6,170,206	5,480,879	(689,327)	-11%	
Net Increase / (Decrease)	(395,449)	(8,160)	387,289		147,748	283,462	135,715		(3,602,754)	(522,552)	283,462	806,014		

Village of Carol Stream
Capital Budget Summary
For the Month Ended September 30, 2018

CAPITAL PROJECTS FUND	MONTH				YTD				BUDGET*		
	Last Year	Current Year	Monthly Variance		Last Year	Current Year	YTD Variance		Annual	YTD	% of
	Sep	Sep	\$	%	YTD	YTD	\$	%	Budget	Actual	Total
REVENUES											
Local Motor Fuel Tax	\$ -	\$ 74,650	\$ 74,650	100%	\$ -	\$ 223,110	\$ 223,110	100%	\$ 780,000	\$ 223,110	29%
Capital Grants	72,283	-	(72,283)	-100%	74,587	5,104	(69,483)	-93%	481,000	5,104	1%
Interest Income	20,318	16,117	(4,201)	-21%	97,929	104,562	6,633	7%	225,000	104,562	46%
All Other / Miscellaneous	-	-	-	0%	-	-	-	0%	379,000	-	0%
Revenue Totals	92,601	90,768	(1,833)	-2%	172,516	332,776	160,260	93%	1,865,000	332,776	18%
EXPENDITURES											
Roadway Improvements	42,424	206,904	164,480	388%	743,286	2,266,024	1,522,738	205%	4,157,000	2,266,024	55%
Facility Improvements	806,552	501,697	(304,855)	-38%	2,171,333	4,743,614	2,572,281	118%	5,385,000	4,743,614	88%
Stormwater Improvements	-	7,615	7,615	100%	43,833	8,602	(35,231)	-80%	931,000	8,602	1%
Miscellaneous	-	420	420	100%	882	546	(336)	-38%	5,000	546	11%
Expenditure Totals	848,975	716,635	(132,340)	-16%	2,959,334	7,018,785	4,059,452	137%	10,478,000	7,018,785	67%
Net Increase / (Decrease)	(756,375)	(625,867)	130,507	-17%	(2,786,818)	(6,686,009)	(3,899,192)	140%	(8,613,000)	(6,686,009)	78%

MFT FUND

REVENUES											
Motor Fuel Tax Allotments	\$ 86,702	\$ 86,807	105	0%	\$ 423,601	\$ 428,131	4,531	1%	\$ 1,020,000	\$ 428,131	42%
Interest Income	3,541	1,517	(2,024)	-57%	19,647	6,056	(13,591)	-69%	72,000	6,056	8%
Revenue Totals	90,243	88,324	(1,919)	-2%	443,248	434,187	(9,061)	-2%	1,092,000	\$ 434,187	40%
EXPENDITURES											
Street Resurfacing - Capital	606,887	-	(606,887)	-100%	2,264,445	-	(2,264,445)	-100%	-	-	0%
Crack Filling	-	-	-	0%	-	-	-	0%	119,000	-	0%
Expenditure Totals	606,887	-	(606,887)	-100%	2,264,445	-	(2,264,445)	100%	119,000	-	0%
Net Increase / (Decrease)	(516,644)	88,324	604,968	-117%	(1,821,197)	434,187	2,255,384	-124%	973,000	434,187	45%

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

Village of Carol Stream
TIF Fund Budget Summary
 For the Month Ended September 30, 2018

NORTH/SCHMALE TIF	MONTH				YTD				BUDGET				
	Last Year	Current Year	Monthly Variance		Last Year	Current Year	YTD Variance		Annual	YTD	YTD	Variance	
	Sep	Sep	\$	%	YTD	YTD	\$	%	Budget	Budget	Actual	\$	%
REVENUES													
TIF Property Taxes	\$ 152,468	\$ 158,391	\$ 5,923	4%	\$ 304,936	\$ 316,781	\$ 11,846	4%	\$ 336,000	\$ 336,000	\$ 316,781	\$ (19,219)	-6%
Sales Taxes	-	-	-	0%	28,305	32,114	3,809	13%	90,000	30,000	32,114	2,114	7%
Interest Income	141	442	302	215%	608	2,038	1,430	235%	6,400	2,665	2,038	(627)	-24%
Village Contribution	-	-	-	0%	15,520	17,136	1,616	10%	17,600	17,600	17,136	(464)	-3%
Revenue Totals	152,608	158,833	6,225	4%	349,368	368,070	18,701	100%	450,000	386,265	368,070	(18,195)	-5%
EXPENDITURES													
Legal Fees	-	-	-	0%	-	2,361	2,361	100%	3,000	1,250	2,361	1,111	89%
Other Expenses	-	-	-	0%	107,371	111,327	3,956	4%	225,000	112,500	111,327	(1,173)	-1%
Expenditure Totals	-	-	-	0%	107,371	113,688	6,317	6%	228,000	113,750	113,688	(62)	0%
Net Increase / (Decrease)	152,608	158,833	6,225		241,997	254,382	12,384		222,000	272,515	254,382	(18,133)	

Village of Carol Stream
Police Pension Fund Budget Summary
For the Month Ended September 30, 2018

POLICE PENSION FUND	MONTH				YTD				BUDGET				
	Last Year	Current Year	Monthly Variance		Last Year	Current Year	YTD Variance		Annual	YTD	YTD	Variance	
	Sep	Sep	\$	%	YTD	YTD	\$	%	Budget	Budget	Actual	\$	%
REVENUES													
Investment Income	\$ 311,231	\$ 759,306	448,075	144%	\$ 1,395,291	\$ 2,218,307	823,016	59%	\$ 3,360,000	\$ 1,400,000	\$ 2,218,307	818,307	58%
Employee Contributions	69,771	47,439	(22,332)	-32%	256,142	260,298	4,155	2%	645,022	268,759	260,298	(8,462)	-3%
Village Contribution	172,729	202,915	30,186	17%	863,646	1,014,575	150,929	17%	2,434,978	1,014,574	1,014,575	1	0%
Other Revenues	-	-	-	0%	-	-	-	0%	-	-	-	-	0%
Revenue Totals	553,731	1,009,660	455,929	82%	2,515,080	3,493,180	978,100	39%	6,440,000	2,683,333	3,493,180	809,846	30%
EXPENDITURES													
Investment and Admin Fees	4,291	2,442	(1,849)	-43%	57,551	54,731	(2,820)	-5%	175,500	73,125	54,731	(18,394)	-25%
Participant Benefit Payments	221,973	242,256	20,283	9%	1,109,181	1,207,626	98,445	9%	2,951,000	1,225,000	1,207,626	(17,374)	-1%
Expenditure Totals	226,264	244,698	18,434	8%	1,166,732	1,262,357	95,625	8%	3,126,500	1,298,125	1,262,357	(35,768)	-3%
Net Increase / (Decrease)	327,467	764,962	437,495		1,348,347	2,230,823	882,475		3,313,500	1,385,208	2,230,823	845,614	

Village of Carol Stream
Schedule of Cash and Investment Balances
 September 30, 2018

FUND	CASH	LGIPs*	Investments**	TOTAL CASH & INVESTMENTS	LAST YEAR 9/30/2017
GENERAL FUND	\$ 1,526,444.20	\$ 8,193,721.52	\$ 1,001,098.48	\$ 10,721,264.20	\$ 10,079,365.94
WATER & SEWER FUND	558,956.43	8,113,231.70	3,494,450.67	12,166,638.80	12,353,718.27
CAPITAL PROJECTS FUND	216,137.61	9,350,432.62	-	9,566,570.23	23,286,006.39
MFT FUND	-	936,874.25	2,488,890.08	3,425,764.33	3,546,309.50
NORTH/SCHMALE TIF FUND	298,841.71	266,524.04	-	565,365.75	360,909.13
POLICE PENSION FUND	<u>275,726.75</u>	<u>950,438.55</u>	<u>47,650,890.87</u>	<u>48,877,056.17</u>	<u>45,569,922.39</u>
TOTAL	<u>\$ 2,876,106.70</u>	<u>\$ 27,811,222.68</u>	<u>\$ 54,635,330.10</u>	<u>\$ 85,322,659.48</u>	<u>\$ 95,196,231.62</u>

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

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

Village of Carol Stream
Schedule of Investments
As of September 30, 2018

<u>CUSIP</u>	<u>Purchase Date</u>	<u>Type</u>	<u>Par Value</u>	<u>Price</u>	<u>(Premium)/ Discount</u>	<u>Book Value</u> ##-11501	<u>Purchased Interest</u> ##-12150	<u>Cash Settlement Amount</u>	<u>Coupon Dates</u>	<u>Coupon Rate</u>	<u>YTM</u>	<u>Maturity Date</u>
01 - General Fund												
912828A75	3/21/2018	Treasury Note	504,000.00	0.995976562	2,027.81	501,972.19	1,670.72	503,642.91	Jun/Dec	1.500%	2.02%	12/31/2018
912796QC6	9/14/2018	Treasury Bill	506,000.00	0.986415583	6,873.71	499,126.29	-	499,126.29	N/A	N/A	2.25%	4/25/2019
Subtotal			\$ 1,004,000.00			\$ 1,001,098.48						
04 - Water and Sewer												
912828N22	4/18/2018	Treasury Note	\$ 500,000.00	0.995429688	\$ 2,285.16	\$ 497,714.84	\$ 2,129.12	\$ 499,843.96	Jun/Dec	1.250%	1.95%	12/15/2018
912828N63	4/18/2018	Treasury Note	501,000.00	0.993554688	3,229.10	497,770.90	1,447.99	499,218.89	Jan/Jul	1.125%	2.00%	1/15/2019
912828P53	4/18/2018	Treasury Note	504,000.00	0.989453125	5,315.62	498,684.38	647.40	499,331.78	Feb/Aug	0.750%	2.04%	2/15/2019
912828P95	4/18/2018	Treasury Note	1,031,000.00	0.990507813	9,786.45	1,021,213.55	952.55	1,022,166.10	Mar/Sep	1.000%	2.06%	3/15/2019
313384EK1	4/18/2018	FHLB Discount	1,000,000.00	0.979067000	20,933.00	<u>979,067.00</u>	-	979,067.00	N/A	N/A	2.12%	4/15/2019
Subtotal						\$ 3,494,450.67						
06 - Motor Fuel Tax Fund												
912828Q52	4/6/2018	Treasury Note	\$ 2,519,000.00	0.988047	\$ 30,109.92	\$ 2,488,890.08	10,657.31	2,499,547.39	Apr/Oct	0.875%	2.07%	4/15/2019