

Village of Carol Stream

BOARD MEETING AGENDA OCTOBER 21, 2019 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 6, 2019 Special Workshop.
2. Approval of Minutes of the October 7, 2019 Village Board Meeting.

C. LISTENING POST:

1. Proclamation Designating October Breast Cancer Awareness Month.
2. Addresses from Audience (3 Minutes).

D. PUBLIC HEARINGS:

E. SELECTION OF CONSENT AGENDA:

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

F. BOARD AND COMMISSION REPORTS:

G. OLD BUSINESS:

H. STAFF REPORTS AND RECOMMENDATIONS:

1. 2019 Crackfill Project – Final Payment and Acceptance. *Staff recommends final payment to SKC Construction, Inc. in the amount of \$75,658.08 and acceptance of the 2019 Crackfill Project.*
2. Recreational Adult Use Cannabis - Request for Village Board Direction. *Staff has prepared a memorandum outlining the Village Board's options to either permit or prohibit the sale of Recreational Adult Use Cannabis in Carol Stream, including an update on the actions taken by 83 area municipalities.*
3. Approval of Independent Contractor Agreements – Snowplowing. *Staff recommends approving Independent Contractor Agreements for snow plowing with designated firms and rates and for the Walkway Snow Clearing Pilot Program with AJD Construction and Concrete.*

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4. Award of Contract to Stephen F. Schmidt Consulting, Inc. *This is a recommendation to contract with Stephen F. Schmidt Consulting, Inc., for Police Department Administrative Services for an initial term of 6-months with an option to renew for additional months, at the contract rate of \$11,500/month.*

I. ORDINANCES:

J. RESOLUTIONS:

1. Resolution No. ____ A Resolution to Record the Determination of the Corporate Authorities of the Village of Carol Stream of the Amounts of Money Estimated to be Necessary to be Raised by Taxation on Taxable Property for the Fiscal Year Beginning May 1, 2019, and Ending April 30, 2020. *This action is required by the Illinois Truth in Taxation Act (35 ILCS 200/18-60) and must be completed no sooner than 20 days prior to adoption of the final 2019 property tax levy. The Village is requesting a tax levy totaling \$3,800,000 and the Library is requesting a tax levy totaling \$3,674,461 for 2019. The combined total tax levy represents an increase of 201.3% over taxes extended in 2018. The estimated impact to the owner of a median valued home with a market value of \$231,400 is \$232 (Village) and \$224 (Library). A public hearing and final adoption of the tax levy are scheduled for the Village Board meeting of November 18, 2019.*
2. Resolution No. ____ Approving a Plat of Dedication for Public Right-Of-Way Purposes – 24W461 North Avenue, Winfield. *Staff recommends approving a Plat of Dedication for the Southwest Corner of North Avenue and Morton Road.*
3. Resolution No. ____ Authorizing the Execution of an Illinois Department of Transportation Local Public Agency Agreement for Federal Participation-Lies Road Bike Trail between Gary Avenue and Schmale Road. *Staff recommends approval of the IDOT Agreement for the Lies Road Bike Trail from Gary Avenue to Schmale Road.*

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4. Resolution No. _____ Authorizing the Execution of an Illinois Department of Transportation Preliminary Engineering Services Agreement for Federal Participation with regard to Lies Road Bike Path Extension from Gary Avenue to Schmale Road. *Staff recommends approval of the Preliminary Engineering Services Agreement for Federal Participation of the Lies Road Bike Path between Gary Avenue and Schmale Road in the amount of \$109,421.00.*

K. NEW BUSINESS:

1. Appointments to the Plan Commission/Zoning Board of Appeals and the Swearing in of Daniel Morris. *Recommendation to appoint Daniel Morris to the Plan Commission/Zoning Board of Appeals for a term expiring October 31, 2024 and the reappointment of Frank Petella to the Plan Commission/Zoning Board of Appeals for a term expiring October 31, 2024.*
2. Raffle License Application – Glenbard North High School Basketball Program. *Request for approval of a raffle license and waiver of the fee and manager's fidelity bond for their raffle to be held on November 23, 2019 with ticket sales starting November 16, 2019.*

L. PAYMENT OF BILLS:

1. Regular Bills: October 8, 2019 through October 21, 2019.
2. Addendum Warrants: October 8, 2019 through October 21, 2019.

M. REPORT OF OFFICERS:

1. Mayor:
2. Trustees:
3. Clerk:
4. Treasurer's Report: *Revenue/Expenditure Statement and Balance Sheet, Month Ended September 30, 2019.*

Village of Carol Stream

**BOARD MEETING
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N. EXECUTIVE SESSION:

O. ADJOURNMENT:

LAST ORDINANCE	2019-09-35	LAST RESOLUTION	3109
NEXT ORDINANCE	2019-10-36	NEXT RESOLUTION	3110

Village of Carol Stream

Special Workshop Meeting of the Village Board

Property Tax Public Forum

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

October 6, 2019

9:05 a.m. – 11:28 a.m.

Meeting Notes

ATTENDANCE:

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

Bob Mellor, Village Manager
Joe Carey, Assistant Village Manager
Marc Talavera, Information Tech. Dir.
Bill Cleveland, Engineering Services Dir.
Don Bastian, Community Dev. Director
Jon Batek, Finance Director
Phil Modaff, Public Works Director
Caryl Rebholz, HR Director
Deputy Chief Mike Zochert
Tia Messino, Assist. to the VM

ABSENT:

The meeting was called to order at 9:05 a.m. by Mayor Frank Saverino, Sr. and the roll call read by Assistant to the Village Manager Tia Messino. The result of the roll call vote was as follows:

Present: Mayor Saverino, Sr., Trustees Zalak, Gieser, Frusolone, Schwarze, LaRocca and McCarthy

Absent: Village Clerk Laura Czarnecki

PROPERTY TAX PUBLIC FORUM

Mayor Saverino commented on why we are here and asked for public participation.

Finance Director Jon Batek presented the foundations for a municipal property tax as follows:

Background:

- The Village last imposed a property tax in the 1970's but it was discontinued due to developer-related revenues during the Village's rapid growth years.
- Current revenue sources are increasingly volatile due to:
 - Heavy reliance on Sales Tax
 - State cuts to Municipal Revenue (LGDF, PPRT, Sales Tax)
- Past Village Board Strategic Plans and Budget Workshops focused on greater stability for the funding of Village operations and capital improvements.

Recent Public Meeting Discussions:

1. August 5, 2019 - Presented an updated Financial Profile and Peer Comparison showing key financial metrics for Carol Stream compared to 10 municipal peer organizations.
2. August 19, 2019 - Presented Current Revenue and Expenditure Trends and a Plan for Improving Long-term Financial Stability. This included a discussion of sustaining Village operations (General Fund) and a review of Capital Improvement Plan funding levels if a property tax were implemented.

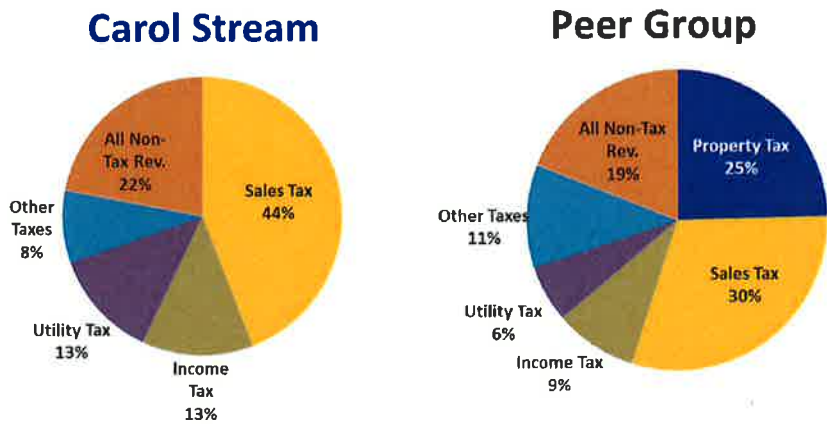
These presentations are available on the Village’s web site.

Go to “News” and “Budget Update” on the home page.

Peer Comparison:

- Selection criteria
 - Population, Footprint, Tax Value, Median Home Value, Median Household Income
 - Included in labor market comparisons
 - Often considered along with Carol Stream by new home buyers
- Ten peers selected
 - Addison
 - Bartlett
 - Bloomingtondale
 - Downers Grove
 - Glendale Heights
 - Hanover Park
 - Lombard
 - Streamwood
 - Wheaton
 - Woodridge

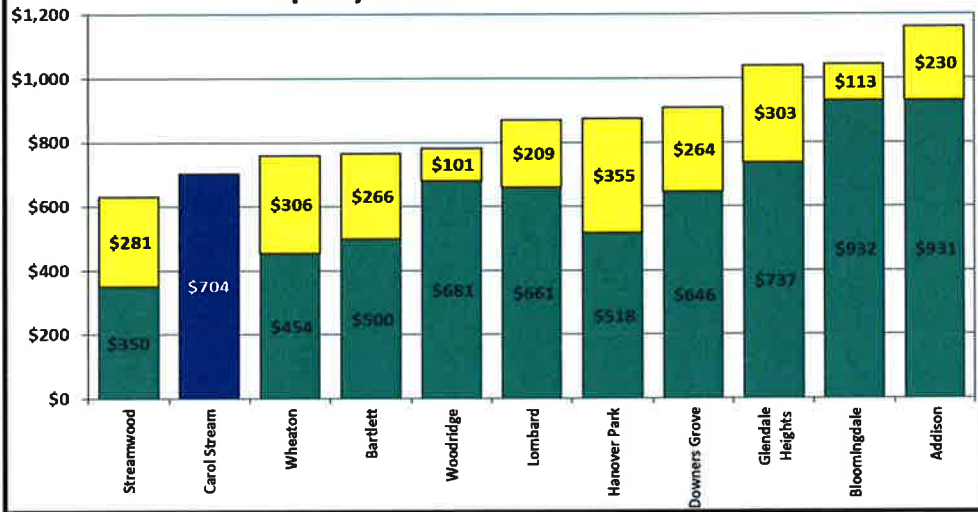
Governmental Fund Revenues by Type - 2018



Other Taxes include such items as Hotel, Video Gaming, Food & Beverage, TIF, Real Estate Transfer, etc.

All Non-Tax Rev. includes such items as fines, charges for services, grants, licenses, permits, and interest income.

Governmental Fund Revenues per Capita Property Tax vs All Other Revenues - 2018



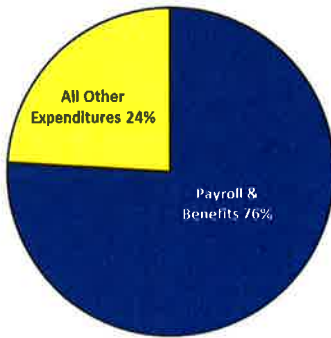
Source: Comprehensive Annual Financial Reports. Property Tax Component (excl. TIF, SSA, R&B)
█ All Other Governmental Revenues

Annual Change in Sales Tax Collections

Calendar Year	DuPage County	Peer Group	Carol Stream
2018	2.0%	1.3%	-2.4%
2017	1.5%	1.7%	-6.6%
2016	2.2%	0.8%	8.8%
2015	2.6%	5.4%	11.2%
2014	4.2%	4.4%	6.7%
2013	6.1%	4.8%	17.9%
2012	3.3%	0.6%	3.4%
2011	4.5%	4.2%	1.6%
2010	4.6%	3.5%	2.1%
2009*	-9.9%	-8.1%	-13.7%

* Low point of Great Recession
(excludes home rule sales tax)

5 Year General Fund Expenditures



All Other Expenditures includes contractual services, commodities, and capital outlay.

Payroll & Benefits Expenditures

Payroll & Benefits Category	Average Annual Increase*
Salaries	4.5%
Overtime	5.4%
FICA	4.8%
Health Benefits	0.2%
Work Comp./Unemployment	0.3%
IMRF Pension	2.6%
Police Pension Fund	9.4%
Total Payroll & Benefits	<u>4.5%</u>



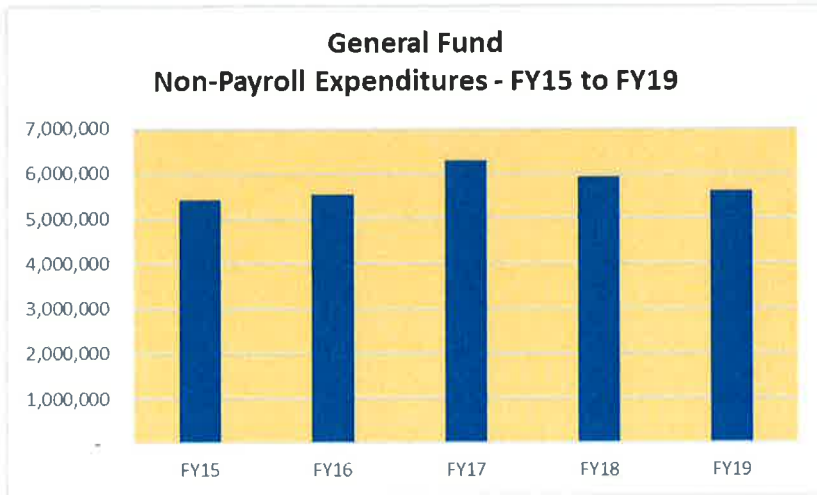
* Represents average annual increase each year for the last 5 years.



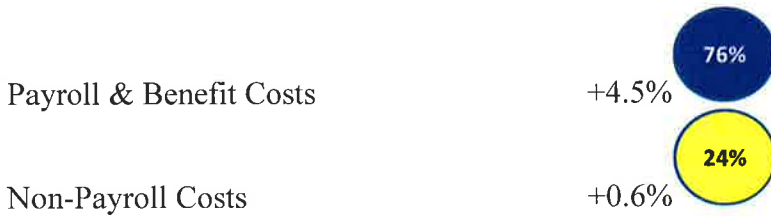
Non-Payroll Costs

All other non-payroll costs include Contractual Services, Commodities, and Capital Outlay categories.

- Growth in non-payroll costs has been much slower (0.6% per year in each of the past 5 years) than payroll and benefit costs at 4.5% average per year.



5 Year Average Annual Growth in General Fund Revenues and Expenditures - FY14 to FY19



Total General Fund Expenditures **+3.6%**
 General Fund Revenues **+2.1%**
5 year average expenditure growth is outpacing revenue growth.

5 Year Capital Improvement Program (CIP)

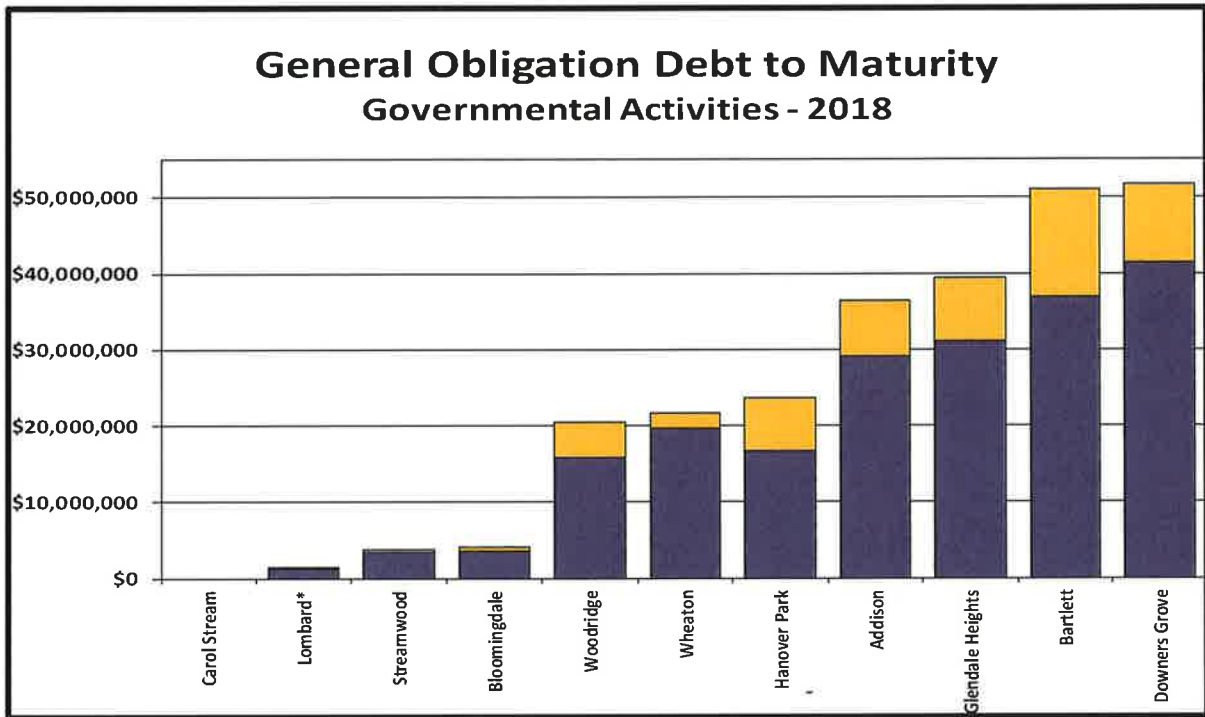
- The 5 year CIP currently projects reserve will be depleted during the 3rd year (FY22) of the 5 year plan.
- This assumes no surplus transfers from the General Fund.
- The amount and availability of regular General Fund surpluses are not as reliable as in years' past. There have been no transfers made in the last 2 years.
- Without additional regular funding, the scope of capital infrastructure improvements will need to be cut back significantly.

Projected Reserve Balances					
Fund	FY20	FY21	FY22	FY23	FY24
Capital Projects Fund	\$5,827,158	\$2,755,158	(\$2,359,842)	(\$6,154,842)	(\$9,609,842)
Motor Fuel Tax Fund	<u>2,813,954</u>	<u>872,954</u>	<u>1,841,954</u>	<u>2,806,954</u>	<u>3,767,954</u>
Total CIP	<u>\$8,641,112</u>	<u>\$3,628,112</u>	<u>(\$517,888)</u>	<u>(\$3,347,888)</u>	<u>(\$5,841,888)</u>

Capital Improvement Program Expenditures

- The CIP requires approximately \$5.6 million in regular annual funding per year over the next 5 years (net of programmed grant and other cost sharing funding).
- With \$2.5 million of current funding, this leaves a shortfall of about \$3.1 million per year to adequately fund the program.
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5 Year CIP Program Expenditures, Revenues, and Funding Shortfall						
(in \$000's)	FY20	FY21	FY22	FY23	FY24	Total
CIP Expenses (net of grants)	\$4,955	\$7,213	\$6,247	\$4,880	\$4,544	\$27,839
Current Revenues	<u>(2,500)</u>	<u>(2,500)</u>	<u>(2,500)</u>	<u>(2,500)</u>	<u>(2,500)</u>	<u>(12,500)</u>
Funding Shortfall	<u>\$2,455</u>	<u>\$4,713</u>	<u>\$3,747</u>	<u>\$2,380</u>	<u>\$2,044</u>	<u>\$15,339</u>
Average Annual Expenditures						\$5,568
Average Annual Funding Shortfall						\$3,068

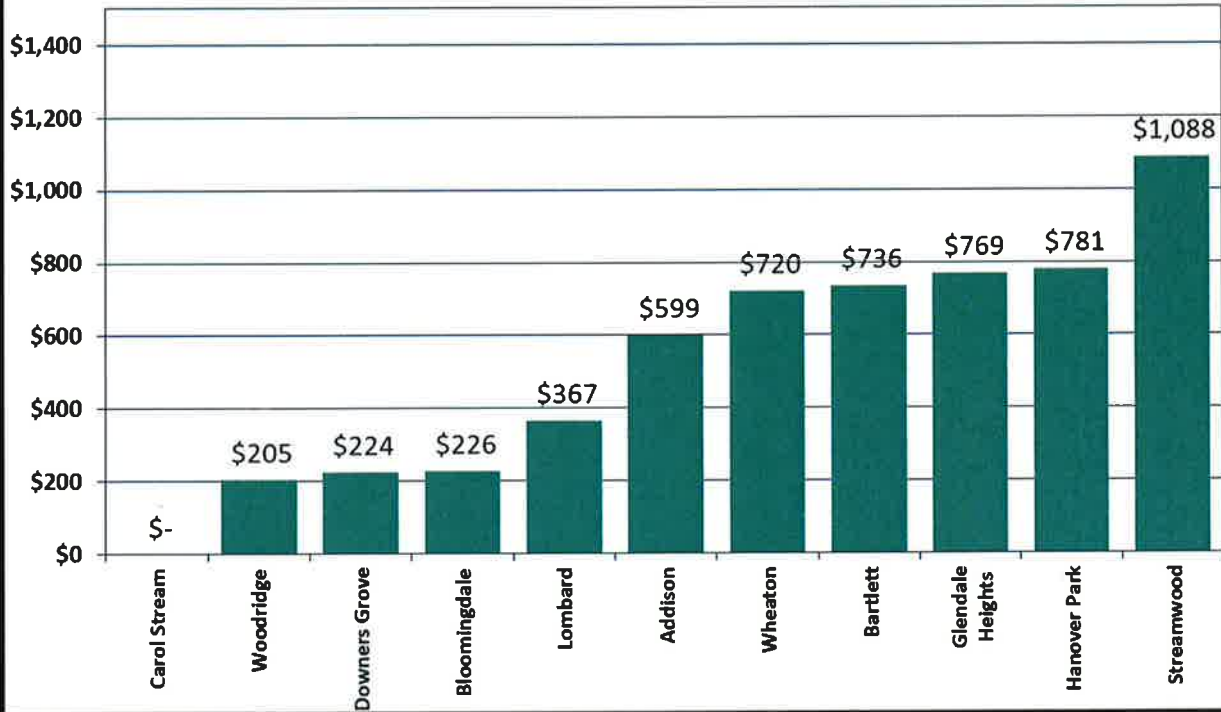


Source: Comprehensive Annual Financial Reports (CY2017/FY2018).

* Lombard uses Debt Certificates rather than G.O. Bonds.

Principal Expense
Interest Expense

2018 Municipal Property Tax Bill (paid in 2019) \$231,400 Median Home Market Value

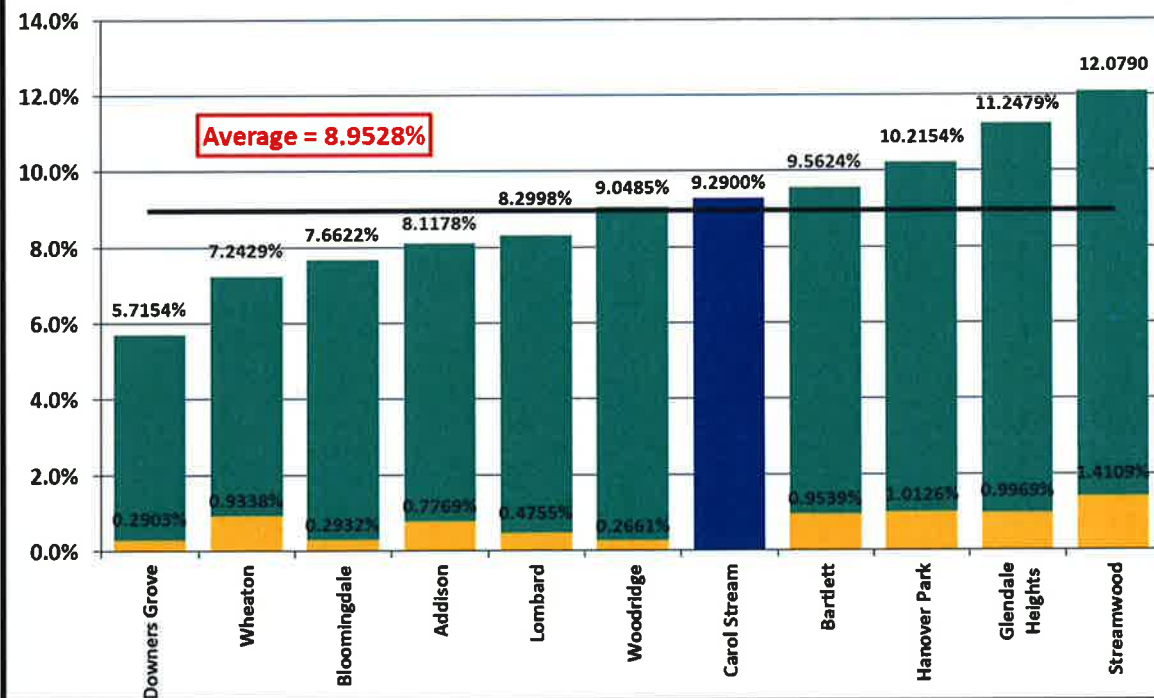


Source: Comprehensive Annual Financial Reports/County Records.

Fire-specific property taxes have been excluded from tax bill amount shown

Excludes parks/recreation levy

Total 2018 Community Property Tax Rate



Estimated Property Tax Bill Impact
For each \$1,000,000 Levied*

Property Market Value	Estimated Tax
\$ 100,000	\$ 26.37
150,000	39.56
200,000	52.74
231,400	61.03
250,000	65.93
300,000	79.12
350,000	92.30
400,000	105.49
500,000	131.86
1,000,000	263.72
2,000,000	527.44
3,000,000	791.16
5,000,000	1,318.60
10,000,000	2,637.21

Median Home Value

* Based on 2018 Carol Stream Equalized Assessed Property Values.

General 2019 Property Tax Levy Timeline

- September, 2019 Carol Stream Library Board considers their 2019 property tax request and forwards to Village.
- October, 2019 Village adopts a resolution recording the determination of the amounts of money estimated to be needed from the property tax. This would include both Library and Village estimate.
- November, 2019 A public hearing would be noticed and required prior to adoption of the combined Village/Library levy. Once public hearing is closed, the Board may approve the levy by ordinance later the same meeting.
- December, 2019 Levy must be filed in the DuPage County Clerk’s Office no later than the last Tuesday in December.

Public Participation included:

Howard Bender recommends the Village of Carol Stream remove the “Hopes and Aspiration” CIP fund from reserves and budget for CIP expenditures. He would like to see more economic development efforts to attract new businesses and questioned what other revenues can be increased to reduce property tax. Mr. Bender suggested to apply a property tax to those properties above the median value. He is not opposed to property tax if it is managed well.

Finance Director Jon Batek stated DuPage County does not allow the Village to choose certain parcels to apply a property tax.

Community Development Director Don Bastian discusses economic development including maintaining relationships with industrial brokers and staying active with economic development organizations.

Public Works Director Phil Modaff discussed many initiatives Public Works has taken involving their vehicles, contract for services, joint purchasing agreements and street light fixtures.

10:03 a.m. - Trustee Gieser announces he has to leave due to work and thanked everyone for attending.

Mike Berardi conveyed his concerns about assessed property values and what the Village of Carol Stream will levy. His levy would be \$75/\$1 million, but has already decided to move out of state within the year. Mr. Berardi also questioned what kind of sales tax the industrial park is paying and if they will also pay a property tax.

Mayor Saverino discussed other property taxing bodies and their increases.

Irene Montana asked if the Village of Carol Stream can install solar panels on its facilities and not spray chemical weed treatments. She also asked if the Village will put a cap on the property tax.

Public Works Director Phil Modaff responded that solar panels have been looked at, but are not feasible due to lack of land. The Village spends under \$10,000 on weeds so eliminating this would not assist in Village's financial situation.

Jim Zay urged the Village Board to let residents know what the levy will be and if no levy, what will the Village need to cut. He stated to not take the property tax personal, it is a business and he feels that 3.1 million is what the Village needs. Mr. Zay is upset about a statement from a resident at the September 30th – 6pm workshop that he should be in prison and no Village Board member rebutted him. Board members strongly stated that they did not hear the comment and believe Jim Zay is a man of integrity.

Skip Stubbs stated property tax was an issue since he was on the Board 15 years ago. This should not be an open book for additional increases.

Brian Bylls is concerned that as soon as we have a property tax, we will also have debt. Our peers have a property tax and debt. He is not adverse to a property tax, but does not want the Village to have debt.

Phil Cyr questioned what the Village of Carol Stream is doing to help the public understand the Village's finances. He also asked if staff measures the effectiveness of public engagement.

Phil Vail has a home business. He has brought 100 complaints to the Police Department and wants to know what a property tax will do to resolve his issues and help with his business.

Mayor Saverino thanked everyone for attending. He talked about our Police Department doing a great job and all the awards they received.

Howard Bender questioned if the Village has looked at revenue for dispensaries. Village Board is still undecided at this time.

Mayor Saverino thanked staff and the Village Board.

There being no further business, Trustee McCarthy moved and Trustee Frusolone made the second to adjourn the Special Workshop meeting. The meeting was adjourned unanimously at 11:28 a.m.

FOR THE BOARD OF TRUSTEES

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

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

October 7, 2019

Mayor Saverino called the Regular Meeting of the Board of Trustees to order at 7:30 p.m. and directed Village Clerk Laura Czarnecki to call the roll.

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

Absent:

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

*All persons physically present at meeting unless noted otherwise

MINUTES:

Trustee McCarthy moved and Trustee Schwarze made the second to approve the Minutes of the September 16, 2019 – 6:00 p.m. Special Workshop of the Village Board. The results of the roll call vote were as follows:

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

Abstain: 0

Absent: 0

The motion passed.

Trustee Gieser moved and Trustee Frusolone made the second to approve the Minutes of the September 16, 2019 Village Board Meeting of the Village Board. The results of the roll call vote were as follows:

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

Abstain: 0

Absent: 0

The motion passed.

Trustee Zalak moved and Trustee Frusolone made the second to approve the Minutes of the September 30, 2019 – 9:00 a.m. Special Workshop of the Village Board. The results of the roll call vote were as follows:

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

Abstain: 0

Absent: 0

The motion passed.

Trustee LaRocca moved and Trustee Gieser made the second to approve the Minutes of the September 30, 2019 – 6:00 p.m. Special Workshop of the Village Board. The results of the roll call vote were as follows:

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

Abstain: 0

Absent: 0

The motion passed.

Trustee Gieser moved and Trustee McCarthy made the second to approve the Minutes of the September 30, 2019 Special Board Meeting of the Village Board. The results of the roll call vote were as follows:

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

Abstain: 0

Absent: 0

The motion passed.

Trustee Schwarze moved and Trustee Frusolone made the second to approve, but not release the Executive Session Minutes of the September 30, 2019 Special Board Meeting of the Village Board. The results of the roll call vote were as follows:

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

Abstain: 0

Absent: 0

The motion passed.

LISTENING POST:

1. Resolution No. 3109 Honoring Ed Sailer upon his Retirement from the Village of Carol Stream Police Department.

Trustee Zalak moved and Trustee McCarthy made the second to approve Resolution No. 3109 Honoring Ed Sailer upon his Retirement from the Village of Carol Stream Police Department.

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

Nays: 0

Absent: 0

The motion passed.

2. Proclaiming October 20-26 Friends of Libraries Week. *Proclamation read by Trustee Gieser and presented to members of the Friends of the Library.*
3. 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, 2019 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. *The CAFR was presented by Brian LeFevre to the Village Board.*
4. Proclamation Designating October Manufacturing Month. *Proclamation read by Trustee McCarthy.*
5. Proclamation Designating October National Planning Month. *Proclamation read by Trustee Zalak.*
6. Addresses from Audience (3 Minutes). *None*

PUBLIC HEARINGS:

CONSENT AGENDA:

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

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

Nays: 0

Absent: 0

The motion passed.

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

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

Nays: 0

Absent: 0

The motion passed.

1. 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, 2019.
2. Storage Area Network (SAN) Replacement Nexsan.
3. Amplification Permit Request – Holiday Tree Lighting.
4. Raffle License Application – Roy DeShane Elementary School PTA.
5. Payment of Regular and Addendum Warrant of Bills from September 17, 2019 through October 7, 2019.
6. Treasurer's Report: Revenue/Expenditure Statement and Balance Sheet, Month Ended August 31, 2019.

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

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

Nays: 0

Absent: 0

The motion passed.

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

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, 2019:

The Village Board received the Comprehensive Annual Financial Report for the year ended April 30, 2019.

Storage Area Network (SAN) Replacement Nexsan:

The Village Board approved a contract for the purchase of Nexsan in the amount of \$52,399 pursuant to the provisions of Chapter 5, Article 8, Section 5-8-14(F) of the Carol Stream Code of Ordinances.

Amplification Permit Request – Holiday Tree Lighting:

The Village Board approved an amplification permit for the Holiday Tree Lighting at the Ross Ferraro Town Center on December 6, 2019.

Raffle License Application – Roy DeShane Elementary School PTA:

The Village Board approved a raffle license and waiver of the fee and manager's fidelity bond for their Fun Fair event to be held on October 18, 2019.

Regular Bills and Addendum Warrant of Bills:

The Village Board approved payment of the Regular Bills dated October 7, 2019 in the amount of \$1,307,820.25. The Village Board approved the payment of Addendum Warrant of Bills from September 17, 2019 thru October 7, 2019 in the amount of \$624,095.29.

Treasurer's Report:

The Village Board received the Revenue/ Expenditure Statement and Balance Sheet, Month ended August 31, 2019.

Report of Officers:

Trustee LaRocca congratulated Chief Sailer on his retirement and wished all the best on a long happy and healthy retirement. He thanked staff for all their hard work with recent presentations and expertise. Trustee LaRocca thanked the residents for getting involved and attending the meetings. He urged residents to get out and vote.

Trustee Gieser congratulated Chief Sailer for 33 years of working for Carol Stream. There will be a July 4th parade fundraiser at Culvers on October 8. He also informed residents of the Village's Halloween Decorating contest deadline of October 21 and to

send nominations to decoratingcontest@carolstream.org. Trustee Gieser thanked residents and staff for coming to the meetings.

Trustee Schwarze congratulated Chief Sailer and stated being in a similar line of work, knows how much Chief Sailer has accomplished. He thanked the Police Department for coming to the Fire District Open House which had approximately 1500 people. Trustee Schwarze apologized for missing the WRC Open House. Public Works Director Modaff stated it was a great success with close to 400 people attending. Trustee Schwarze thanked residents for attending the meetings. Please Shop Carol Stream.

Trustee Zalak congratulated Chief Sailer on his well deserved retirement. Chief Sailer is a leader and has mentored so many. He will be missed. Trustee Zalak thanked the residents that attended the property tax workshops and gave their constructive input. He talked about October being breast cancer awareness month and urged early detection is the best defense.

Trustee Frusolone congratulated Chief Sailer on his retirement and stated we have an amazing police department that will move forward and continue to be award winning. She thanked the residents who have reached out regarding property tax and has faith the Board will make the right decision. Trustee Frusolone talked about our great volunteers and the CERT team with their second place win in the Prairie State Challenge.

Trustee McCarthy congratulated Chief Sailer on his retirement and stated he will be missed. Police Department is a reflection of Chief Sailer and his team. Chief makes a great impact at DARE graduations. He thanked the residents for attending the workshops and stated an engaged community makes a strong community. Trustee McCarthy commended Public Works and Fire Protection District for their terrific Open Houses. He reminded residents to please clear the storm drains. Leaf stickers are available for purchase.

Village Clerk Czarnecki congratulated Chief Sailer on his retirement and stated she grew up in a family of law enforcement. Please keep military and first responders in your thoughts and prayers for their safety.

Village Attorney Rhodes stated Mallory Milluzzi had a baby girl, Elana and they are both doing well. He congratulated Chief Sailer and stated it was an honor working with him.

Village Manager Mellor congratulated Chief Sailer on his retirement who served over 3 decades and was very active in the community. He thanked the CERT team for another outstanding performance at the Prairie State competition and their volunteering within the community. Village Manager Mellor stated we tried to hold property tax workshop meetings at different times of the day and weekend. The Village has also video taped these meetings on youtube so residents could be

informed. He thanked Linda Johansen for her work with the Humanitarian Service Project and the paper drive collection which the Village will be collecting on October 21 through October 25 at the Municipal Center from 7am to 5pm.

Mayor Saverino congratulated Chief Sailer on his retirement and stated it was important to see all Police, Fire (past and present) and family here tonight. He thanked the residents for coming out to all the meetings and comments on social media and hoped we answered all your questions. Mayor Saverino stated Jim Zay played a big part at the County Board regarding flooding issues with Armstrong Park and he appreciates his leadership within the Village of Carol Stream. He stated the hard part is coming to figure out what type of tax is needed and also a decision on the sale of cannabis. Mayor Saverino thanked the Police Department volunteers for their service and the staff and board for persevering through the property tax discussions.

At 8:50 p.m., Trustee McCarthy moved and Trustee Frusolone made the second to adjourn the meeting. The results of the roll call vote were as follows:

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

Nays: 0

Absent: 0

The motion passed.

FOR THE BOARD OF TRUSTEES

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

PROCLAMATION

Designating October Breast Cancer Awareness Month

WHEREAS, each year an estimated 268,000 women and 2,600 men in the United States will be diagnosed with breast cancer, making it the second most commonly diagnosed cancer in women and the second leading cause of cancer death among women in our country; and

WHEREAS, in 2016, approximately 245,299 new cases of female breast cancer were diagnosed nationally, of which 10,392 occurred in Illinois alone; and

WHEREAS, in 2016, approximately 41,487 females died from breast cancer nationally; and

WHEREAS, the overall 5-year survival rate for those diagnosed with Stage II breast cancer is 95%, but when diagnosed at Stage I, the 5-year survival rate is 99%; and

WHEREAS, a mammogram is the single most effective method of early detection and has an 80-90% detection rate for women with no symptoms; and

WHEREAS, the DuPage County Health Department provides free breast cancer screenings for uninsured woman between the ages of 40 – 64; and

NOW, THEREFORE, BE IT PROCLAIMED THAT I, MAYOR FRANK SAVERINO SR. & THE BOARD OF TRUSTEES OF CAROL STREAM, Du PAGE COUNTY, ILLINOIS in the exercise of its home rule powers does hereby designate

October Breast Cancer Awareness Month


in Carol Stream and encourages residents to become proactive with their health and recommend they regularly consult their physician about periodic screenings, regular clinical breast examinations and mammograms as well as conducting monthly breast self-exams.

PROCLAIMED this 21st DAY of OCTOBER 2019.

Frank Saverino Sr. - Mayor

Laura Czarnecki, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager
FROM: Adam Frederick, Civil Engineer II 
DATE: October 15, 2019
RE: **2019 Crackfill Project – Final Payment and Acceptance**

In August, the Village Board awarded the referenced project to SKC Construction, Inc. in the amount of \$76,050.00.

After project completion, the total project cost is \$75,658.08, \$391.92 under the contract amount. Ample funds exist to pay for this work as \$123,000.00 was budgeted for this project in the MFT Fund.

Staff therefore recommends final payment to SKC Construction, Inc. in the amount of \$75,658.08 and acceptance of the 2019 Crackfill Project.

Cc: William N. Cleveland, Director of Engineering Services
Jon Batek, Finance Director

SKC Construction, Inc.

P.O. Box 503
West Dundee, IL 60118

Phone (847)214-9800 Fax (847)214-9023

Customer ID 3014

Accounts Payable
Village Of Carol Stream
500 N. Gary Avenue
Carol Stream, IL 60188

Phone (630)665-7050

Invoice# 9010

Date 10/07/2019 Page# 1

Job ID 2019084

Vil of Carol Stream 2019 Crkfill Proj.
Various Locations

Description	Quantity	U/M	Price	Total
FIBER ASPHALT	59,808.00	LB	\$1.26	\$75,358.08
FINE AGGREGATE (FA-6)	5.00	TON	\$10.00	\$50.00
TRAFFIC CONTROL & PROTECTION	1.00	LS	\$250.00	\$250.00

Final Invoice

OK to Pay AF

NET DUE 30 DAYS

Net Amount Due

\$75,658.08

Village of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager
FROM: Donald T. Bastian, Community Development Director
DATE: October 16, 2019
RE: **Recreational Adult Use Cannabis – Request for Village Board Direction**

PURPOSE

This memorandum outlines the Village Board’s options with respect to prohibiting or allowing the sale of recreational adult use cannabis within the Village of Carol Stream, and requests direction from the Board moving forward on this issue.

BACKGROUND

The possession and use of cannabis by adults 21 and older becomes legal in Illinois effective January 1, 2020, via the Cannabis Regulation and Tax Act. Although possession and use of cannabis by adults will be legal, the Act allows municipalities to prohibit (opt-out) or significantly limit the establishment and operation of recreational cannabis dispensaries within its corporate limits by ordinance. Municipalities may also enact zoning regulations designating the time, place, manner and number of cannabis business operations within its corporate limits, including minimum distances between cannabis businesses and other uses, through the special use permit process.

DISCUSSION

The Village Board’s options regarding the prohibition or allowance of recreational adult use cannabis dispensaries are summarized below.

- **Prohibit (Opt-Out) Recreational Cannabis Dispensaries** – If the Village Board wants to prohibit recreational cannabis dispensaries in Carol Stream, the Board should direct staff to prepare an ordinance amending Chapter 10 (Business Licensing and Regulation) of the Village Code, which would specifically identify recreational cannabis dispensaries as prohibited businesses. The ordinance would be acted on by the Village Board only, and would not be subject to review or a public hearing before the Plan Commission/Zoning Board of Appeals (PC/ZBA).
- **Allow Recreational Cannabis Dispensaries** – If the Village Board wants to allow recreational cannabis dispensaries in Carol Stream, the Board should direct staff to prepare a draft text amendment to the Zoning Code. Staff would prepare the draft text amendment; schedule the matter for a public hearing before the PC/ZBA; the PC/ZBA would conduct the public hearing and make a recommendation; and the Village Board would ultimately approve, approve with modifications, or deny the recommendation of the PC/ZBA.

- Adopt a Moratorium – If the Village Board determines that additional time is needed to consider whether to prohibit or allow recreational cannabis dispensaries, the Board could adopt a temporary moratorium that would prohibit the use for the duration of the moratorium, which should not exceed six months. Should the Board adopt a moratorium, the Village should either prepare a zoning code text amendments that would allow recreational cannabis dispensaries in Carol Stream, or act to prohibit the use by the conclusion of the moratorium.

If the Village Board ultimately approves Zoning Code text amendments that would allow recreational cannabis dispensaries in Carol Stream, there is no guarantee that a dispensary would locate in the Village. Per the Cannabis Regulation and Tax Act, the initial round of licenses for recreational cannabis dispensaries will be issued to existing licensed medical cannabis dispensaries, and there are no medical cannabis dispensaries in Carol Stream. According to the Illinois Department of Professional and Financial Regulation, which regulates cannabis dispensaries, applications for licenses to operate recreational cannabis dispensaries for individuals or businesses not already holding a medical cannabis dispensary license may be submitted to the state between October 1, 2019 and January 1, 2020. The state expects to issue these licenses by May 1, 2020.

Should the Village Board wish to allow recreational cannabis dispensaries in Carol Stream, staff requests general direction as to the zoning districts in which the use should be allowed. In 2014, in response to the Compassionate Use of Medical Cannabis Pilot Program Act ('medical cannabis'), the Village Board approved zoning code text amendments to allow medical cannabis dispensaries as a special use in the B-4 Office, Research and Institutional Building District. B-4 District zoning is primarily limited to the Mona Kea office park and properties on Gundersen Drive, west of Schmale Road. As such, the geographic area in Carol Stream in which a medical cannabis dispensary may locate is fairly limited.

If the Village Board wished to provide increased opportunity for recreational cannabis dispensaries in Carol Stream, consideration could be given to allowing the use in additional zoning districts beyond the B-4 District. If this is the Board's preference, the PC/ZBA would consider the specific characteristics of the recreational cannabis dispensary use in deliberating on the text amendments and ultimately in making its recommendation to the Village Board.

For the Board's information, attached is an updated spreadsheet showing the actions that area municipalities have taken with respect to allowing or prohibiting adult use cannabis dispensaries. Of the 84 municipalities surveyed, 29 have prohibited the sale of recreational cannabis, 40 have allowed it, and 15 are still deliberating on the matter.

DIRECTION

Staff seeks direction from the Village Board on the following questions:

1. Does the Village Board wish to prohibit recreational cannabis dispensaries, allow recreational cannabis dispensaries in one or more zoning districts, or adopt a temporary moratorium on recreational cannabis dispensaries?

2. If the Village Board wishes to allow recreational cannabis dispensaries, does the Board favor limiting the location of any new recreational dispensary similar to medical cannabis dispensaries (i.e. the B-4 District)? Alternatively, would the Board prefer that the PC/ZBA consider the characteristics of the recreational cannabis dispensary use during its deliberation on zoning code text amendments, and make a recommendation to the Village Board with respect to the zoning district or districts in which the use should be permitted?
3. If the Village Board wishes to allow recreational cannabis dispensaries, does the Village Board favor the use being listed as a special use, thereby requiring any prospective dispensary operator to receive special use permit approval prior to establishment of the use?
4. If the Village Board wishes to allow recreational cannabis dispensaries, does the Village Board favor the imposition of distance/separation requirements of a proposed dispensary to any existing school, park, daycare center, religious institution, or and residential use?

RECOMMENDATION

For discussion purposes. Staff will proceed in accordance with direction received from the Village Board.

DTB:db

t:\village board special and temporary approvals\2019-10-21 vb memo - adult use cannabis.docx

MUNICIPALITY	POSITION
Addison	Permit
Anna	Permit
Arlington Heights	Permit
Bannockburn	Prohibit
Bartlett	Undecided
Bloomington	Prohibit
Bolingbrook	Prohibit
Brookfield	Permit
Buffalo Grove	Permit
Carbondale	Permit
Carol Stream	Undecided
Clarendon Hills	Prohibit
Crystal lake	Permit
Darien	Permit
Decatur	Prohibit
Deerfield	Permit
DeKalb	Permit
Des Plaines	Undecided
Downers Grove	Prohibit
East Dundee	Permit
Elburn	Permit
Evanston	Permit
Forest View	Prohibit
Frankfort	Prohibit
Freeport	Permit
Glendale Heights	Undecided
Geneva	Undecided
Glen Ellyn	Undecided
Glencoe	Permit
Glenview	Prohibit
Grayslake	Prohibit
Hanover Park	Undecided
Highland Park	Prohibit
Highwood	Permit
Hinsdale	Prohibit
La Grange	Prohibit
La Grange Park	Prohibit
Lake Bluff	Prohibit
Lake Barrington	Prohibit
Lake Forest	Prohibit
Lake in the Hills	Undecided
Lake Zurich	Prohibit
Libertyville	Undecided
Lincolnwood	Permit
Lisle	Prohibit

MUNICIPALITY	POSITION
Lombard	Permit
Mokena	Prohibit
Mount Vernon	Permit
Murphysboro	Prohibit
Naperville	Referendum
Niles	Permit
Northbrook	Permit
Oak Brook	Prohibit
Oak Brook Terrace	Permit
Oak Park	Permit
Orland park	Prohibit
Oswego	Undecided
Park City	Permit
Park Ridge	Prohibit
Pingree Grove	Permit
Plainfield	Prohibit
Riverside	Permit
Rolling Meadows	Permit
Rosemont	Referendum
Schaumburg	Permit
Skokie	Permit
South Beloit	Permit
South Elgin	Permit
St. Charles	Permit
Streamwood	Undecided
Sugar Grove	Prohibit
Urbana	Permit
Vernon Hills	Prohibit
Villa Park	Permit
Warrenville	Permit
Wauconda	Permit
Waukegan	Permit
Wheaton	Prohibit
Wheeling	Permit
Wilmette	Referendum
Winnetka	Prohibit
Winthrop Harbor	Permit
Woodridge	Undecided
Zion	Permit

Count 84
Permit 40
Prohibit 29
Undecided 15
*No Final decision made

Comparable Community

Village of Carol Stream
 Interdepartmental Memo

TO: Phil Modaff, Director of Public Works
 FROM: Jason Pauling, Street Supervisor
 DATE: October 17, 2019
 RE: Approval of Independent Contractor Agreements -- Snowplowing

As in past years, the Public Works Department plans on utilizing contractors to assist in snow removal efforts on courts during the 2019-20 winter season. Contractor services are included in the current budget in the total amount of \$210,000. A meeting will be held with the following contractors on October 21 and we will secure agreements (sample attached) and required documents from each:

- AJD Concrete Construction Corp.
- Abbott Tree Care

All of these contractors performed satisfactorily for the Village last winter. Equipment rates were increased in 2016; staff is not proposing any increase to the following rates for the 2019-20 season:

EQUIPMENT	FULL RATE	TRAVEL RATE
Pick-up truck	\$ 77.35/hr	\$25/hr
Single-axle truck	\$ 80.15/hr	\$25/hr
Skid steer	\$ 90.30/hr	\$28/hr
Tandem truck	\$126.30/hr	\$25/hr
2/2.5 cubic yard loader	\$145.65/hr	\$28/hr
3 cubic yard loader	\$175.00/hr	\$28/hr
Backhoe/loader	\$ 93.50/hr	\$28/hr

One contractor, AJD Construction & Concrete, will also provide walkway snow and ice clearing services in the Glenbard North High School area. Three years ago staff solicited proposals from several contractors and AJD submitted the most attractive proposal. Staff is satisfied with their performance and recommends awarding this work to them for the coming season with *no increase in pricing*.

Staff recommends a Motion approving Independent Contractor Agreements for Snow Plowing (sample attached) with the firms and at the rates listed above and for the Walkway Snow Clearing Program in accordance with the attached proposal from AJD Construction & Concrete.

Attachments

INDEPENDENT CONTRACTOR'S AGREEMENT (page 1 of 2)

THIS AGREEMENT entered into by and between ABBOTT TREE CARE PROFESSIONALS, LLC herein referred to as the "First Party"; and the VILLAGE OF CAROL STREAM, 500 N. Gary Ave, DuPage County, Illinois, hereinafter referred to as the "Second Party".

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

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

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

INSURANCE

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

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

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

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

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

Each contractor shall submit a Certificate of Insurance on an ISO approved form prior to commencing any work, indicating the Village of Carol Stream as an additional insured on a primary and non-contributory basis. The following items must be included on the Certificate of Insurance:

- Cancellation Clause must read as follows: "Should any of the above described policies be cancelled or modified before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named to the left."
- Certificate Holder must read: "Additional Insured: Village of Carol Stream, Its Officers, Employees & Independent Contractors, 500 North Gary Ave, Carol Stream, IL 60188"
- You must have at least \$1,000,000 of auto liability and \$1,000,000 of general liability.

HOLD HARMLESS AGREEMENT

We, ABBOTT TREE CARE PROFESSIONALS, LLC. agree to protect, indemnify, save and keep harmless the Village of Carol Stream, its officers, and employees against and from any and all loss, cost damage or expense, arising out of or from any accident or other occurrence arising out of the performance of this contract by contractor, causing injury to any person or property whomever and whatsoever and will protect, indemnify and save and keep harmless the above mentioned parties from any and all claims, costs or expense arising out of any failure of the contractor in any respect to comply with and perform all the requirements and provisions agreed to and required by any law or ordinance, during period November 15, 2019 through April 30, 2020.

BY: JOHN DAVIS

TITLE: ACCOUNT MANAGER



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/14/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lamb, Little & Co 1101 Perimeter Drive Suite 500 Schaumburg IL 60173	CONTACT NAME: Corinne Burnett PHONE (A/C, No, Ext): 847-230-3274 E-MAIL ADDRESS: cburnett@lamblittle.com	FAX (A/C, No): 847-398-7077
	INSURER(S) AFFORDING COVERAGE	
INSURED ABBOTRE-01 Abbott Tree Care Professionals, LLC PO Box 249 Wayne IL 60184	INSURER A: Western National Insurance Co. NAIC # 15377	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1611068405

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPP1076586	6/17/2019	6/17/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			CPP1076528	6/17/2019	6/17/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB1012665	6/17/2019	6/17/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			WCV1009694	6/17/2019	6/17/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<input checked="" type="checkbox"/> Contractor's Scheduled Equipment <input type="checkbox"/> Leased/Rented Equipment			CPP1076588	6/17/2019	6/17/2020	Limit Limit \$ 1,195,374 95,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional insured on a primary and non-contributory basis with respect to the general liability coverage and primary basis with regards to auto liability only when required by written contract:
 Village of Carol Stream, its officers, employees & Independent Contractors.
 Should any of the above described policies be cancelled or modified before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder.

CERTIFICATE HOLDER**CANCELLATION**

Village of Carol Stream Its Officers, Employees & Independent Contractors 500 North Gary Ave. Carol Stream IL 60188	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

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**VILLAGE OF CAROL STREAM
GOVERNMENTAL CONTRACT COMPLIANCE CERTIFICATIONS**

I, JOHN DAVIS (name), certify that I am employed as the ACCOUNT MANAGER (title) of ARBOTT TREE CARE (company), a party to the Agreement to which this certificate is attached, and I hereby certify that I am authorized to make this certificate and that I have personal knowledge of the matters certified to herein, and that following certifications are true and correct:

1. Certification under 720 ILCS 5/33E-11

The Company is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code of 1961 or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.

2. Payments to Illinois Department of Revenue

The Company is not delinquent in payment of any taxes to Illinois Department of Revenue – 65 ILCS 5/11-42.1

3. Non-Discrimination: EEOC

The Company is an “equal opportunity employer” as defined by Section 2002(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375 (42 U.S.C., Section 2002(e)); Executive Order No. 11246, 30 F.R. 12319 (1965); Executive Order No. 11375, 32 F.R. 14303 (1967) which are incorporated herein by reference. The Equal Opportunity Clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois is a material part of any contract awarded on the basis of this proposal. The Company shall not discriminate on the basis of race, color, sex, national origin, religion, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service.

4. Human Rights Act

The Company shall perform the Contract in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the Company shall not engage in any prohibited form of discrimination in employment as defined in the Act. The Company shall maintain policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual’s ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service.

5. Sexual Harassment Policy

Pursuant to Section 2-105 (A)(4) of the Illinois Human Rights Act, the Company and each subcontractor has adopted and maintains written sexual harassment policies that shall include, at a minimum, the following information:

- (1) the illegality of sexual harassment;
- (2) the definition of sexual harassment under State law;
- (3) a description of sexual harassment, utilizing examples;
- (4) the Company's/subcontractor's internal complaint process, including penalties;
- (5) the legal recourse, investigative and complaint process available through the Department and Commission;
- (6) directions on how to contact the Department and the Commission; and
- (7) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act.

A copy of these policies shall be provided to the Village on request.

6. Compliance with Freedom of Information Act (FOIA)

The Company acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. The undersigned agrees to indemnify and hold harmless the Village from all claims, costs, penalty, losses and injuries (including but not limited to, attorneys' fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Contract.

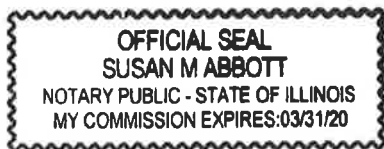
ABBOTT TREE CARE PROFESSIONALS, LLC
Firm Name

By: JOHN DAVIS/ACCOUNT MANAGER
Name/Title

[Signature]
Signature

SUBSCRIBED AND SWORN to before
me this 16th day OCTOBER, 2019

[Signature]
Notary Public



**VILLAGE OF CAROL STREAM
SNOW PLOWING CONTRACTOR INFORMATION**

COMPANY NAME: ABBOTT TREE CARE PROFESSIONALS, LLC.

PRIMARY CONTACT NAME: JOHN DAVIS

SECONDARY CONTACT NAME: MIKE ABBOTT

COMPANY ADDRESS: P.O. BOX 249

CITY: WAYNE STATE: IL ZIP CODE: 60184

Please provide the phone numbers below where you (or your representative) can be reached at any time of the day or night in order to be called out for plowing:

PRIMARY: (630) 807-9317

SECONDARY: (630) 650-8733

OTHER(S): (630) 681-8733 _____

TELEPHONE NUMBERS

<u>DRIVERS' NAMES</u>	<u>PRIMARY PHONE</u>	<u>SECONDARY PHONE</u>
<u>JOHN DAVIS</u>	<u>(630) 807-9317</u>	_____
<u>MARK MEAD</u>	<u>(630) 807-9317</u>	_____
<u>JOE KOWALSKI</u>	<u>(630) 915-0436</u>	_____
<u>JOSE LUIS MARTINEZ</u>	<u>(630) 532-1803</u>	_____
_____	_____	_____
_____	_____	_____

ADDITIONAL EQUIPMENT AVAILABLE:

<u>Description</u>	<u>How Many?</u>
_____	_____
_____	_____
_____	_____

INDEPENDENT CONTRACTOR'S AGREEMENT (page 1 of 2)

THIS AGREEMENT entered into by and between ASD Concrete Construction herein referred to as the "First Party"; and the VILLAGE OF CAROL STREAM, 500 N. Gary Ave, DuPage County, Illinois, hereinafter referred to as the "Second Party".

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

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

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

INDEPENDENT CONTRACTOR'S AGREEMENT (page 2 of 2)

5. To furnish any affidavit or certificate, in connection with the work covered by this agreement as provided by law.
6. To indemnify "Second Party" for any loss it may sustain by theft or other cause from the acts or negligence of the employees of the "First Party" or of the subcontractors.

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

This agreement shall be in effect from the 15th day of November, 2019 through the 30th day of April, 2020.

IN WITNESS WHEREOF, THE PARTIES have executed this agreement this 16th day of Oct 2019.

FIRST PARTY:

CONTRACTOR

SIGNED

BY:

TITLE:

Vito Panzarino
Vito Panzarino
President

SECOND PARTY:

VILLAGE OF CAROL STREAM

SIGNED:

BY:

TITLE:

HOLD HARMLESS AGREEMENT

We, AJD CONCRETE, VITO PANZARINO agree to protect, indemnify, save and keep harmless the Village of Carol Stream, its officers, and employees against and from any and all loss, cost damage or expense, arising out of or from any accident or other occurrence arising out of the performance of this contract by contractor, causing injury to any person or property whomever and whatsoever and will protect, indemnify and save and keep harmless the above mentioned parties from any and all claims, costs or expense arising out of any failure of the contractor in any respect to comply with and perform all the requirements and provisions agreed to and required by any law or ordinance, during period November 15, 2019 through April 30, 2020.

BY: Vito Panzaro

TITLE: President

**VILLAGE OF CAROL STREAM
GOVERNMENTAL CONTRACT COMPLIANCE CERTIFICATIONS**

I, VITO PANZARINO (name), certify that I am employed as the OWNER/PRESIDENT (title) of ASD CONCRETE (company), a party to the Agreement to which this certificate is attached, and I hereby certify that I am authorized to make this certificate and that I have personal knowledge of the matters certified to herein, and that following certifications are true and correct:

1. Certification under 720 ILCS 5/33E-11

The Company is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code of 1961 or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.

2. Payments to Illinois Department of Revenue

The Company is not delinquent in payment of any taxes to Illinois Department of Revenue – 65 ILCS 5/11-42.1

3. Non-Discrimination: EEOC

The Company is an “equal opportunity employer” as defined by Section 2002(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375 (42 U.S.C., Section 2002(e)); Executive Order No. 11246, 30 F.R. 12319 (1965); Executive Order No. 11375, 32 F.R. 14303 (1967) which are incorporated herein by reference. The Equal Opportunity Clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois is a material part of any contract awarded on the basis of this proposal. The Company shall not discriminate on the basis of race, color, sex, national origin, religion, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service.

4. Human Rights Act

The Company shall perform the Contract in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the Company shall not engage in any prohibited form of discrimination in employment as defined in the Act. The Company shall maintain policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual’s ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service.

5. Sexual Harassment Policy

Pursuant to Section 2-105 (A)(4) of the Illinois Human Rights Act, the Company and each subcontractor has adopted and maintains written sexual harassment policies that shall include, at a minimum, the following information:

- (1) the illegality of sexual harassment;
- (2) the definition of sexual harassment under State law;
- (3) a description of sexual harassment, utilizing examples;
- (4) the Company's/subcontractor's internal complaint process, including penalties;
- (5) the legal recourse, investigative and complaint process available through the Department and Commission;
- (6) directions on how to contact the Department and the Commission; and
- (7) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act.

A copy of these policies shall be provided to the Village on request.

6. Compliance with Freedom of Information Act (FOIA)

The Company acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. The undersigned agrees to indemnify and hold harmless the Village from all claims, costs, penalty, losses and injuries (including but not limited to, attorneys' fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Contract.

ASD CONCRETE CONSTRUCTION CORP.
Firm Name

By: Vito P... President
Name/Title

[Signature]
Signature

SUBSCRIBED AND SWORN to before
me this 16th day OCTOBER, 2019

[Signature]
Notary Public



ADDITIONAL SERVICES – WALKING PATH SNOW REMOVAL

This section of the Independent Contractor's Agreement for snow removal services between the Village of Carol Stream (hereinafter "Village") and AJD Concrete Construction Corp. (hereinafter "Contractor") provides for the terms under which Contractor will provide walking path snow removal as provided below.

- The following services shall be provided by the Contractor upon request by the Village:
 - Clearing of snow from sidewalks and/or bike paths in the following locations:
 - On the south side of Lies Road between Idaho Street and Brookstone Drive (except for the area immediately adjacent to the Glenbard North High School property);
 - On the west side of Kuhn Road from Thunderbird Drive to Woodhill Drive (except for the area immediately adjacent to the Glenbard North High School property)
 - Equipment to be used:
 - Sidewalk equipment shall be no larger than a skid steer with plow no wider than the sidewalk
 - Bike path equipment shall be no larger than a pick-up truck with plow no wider than the bike path
 - Application of a snow and ice melting agent (to be provided by the Village) in the same areas as identified above.
 - For the sidewalk Contractor shall use a drop spreader; for the bike path Contractor may use a broadcast spreader.
- Work shall be performed in a timely fashion so as to accommodate pedestrian use of the sidewalks and/or bike paths on the following schedule:
 - Morning: all requested work to be completed no later than 6:30 am
 - Afternoon: all requested work to be completed no later than 2:15 pm (except for early dismissal on Mondays when work must be completed by 1:15 pm)
- Compensation (in accordance with the proposal submitted by Contractor and attached hereto):
 - Clearing of snow:
 - Accumulation between 1" and 4" = \$285 per event¹
 - Accumulation greater than 4" and up to 6" = \$330 per event
 - Accumulation greater than 6" and up to 9" = \$385 per event
 - Accumulation greater than 9" = \$55/hour per person
 - Application of snow and ice melting agent = \$55/hour per person

All other terms and conditions of service remain in effect in accordance with the Independent Contractor's Agreement for snow removal services.

CONTRACTOR: AJD Concrete Construction Corp.

NAME: AJD CONCRETE Construction Corp., TITLE: President

SIGNATURE: [Signature] DATE: 10/16/19

¹ An "event" means one continuous snow storm. Contractor may have to provide services multiple times under the same event and only be entitled to payment for one "event".

CERTIFICATE OF LIABILITY INSURANCE

American Family Insurance Company
 American Family Mutual Insurance Company if selection box is not checked.
 8000 American Pky Madison, Wisconsin 53783-0001

Insured's Name and Address
 Ajd Concrete Construction Corp.
 109 Fairfield Way Ste 106d
 Bloomingdale, IL 60108

Agent's Name, Address and Phone Number (Agt./Dist.)
 Giuseppe Mastrolonardo
 975 E. Nerge Rd Ste N110
 Roselle, IL 60172
 (630) 295-8514 (122/809)

This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This certificate does not amend, extend or alter the coverage afforded by the policies listed below.

COVERAGES

This is to certify that policies of insurance listed below have been issued to the Insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies.

TYPE OF INSURANCE	POLICY NUMBER	POLICY DATE		LIMITS OF LIABILITY
		EFFECTIVE (Mo, Day, Yr)	EXPIRATION (Mo, Day, Yr)	
Homeowners/ Mobilehomeowners Liability				Bodily Injury and Property Damage Each Occurrence \$,000
Boatowners Liability				Bodily Injury and Property Damage Each Occurrence \$,000
Personal Umbrella Liability				Bodily Injury and Property Damage Each Occurrence \$,000
Farm/Ranch Liability				Farm Liability & Personal Liability Each Occurrence \$,000
				Farm Employer's Liability Each Occurrence \$,000
Workers Compensation and Employers Liability †	12-XM3062-91	08/12/2019	08/12/2020	Statutory
				Each Accident \$ 1,000,000
				Disease - Each Employee \$ 1,000,000
				Disease - Policy Limit \$ 1,000,000
General Liability <input checked="" type="checkbox"/> Commercial General Liability (occurrence) <input type="checkbox"/> <input type="checkbox"/>	12-XM3062-01	02/07/2019	02/07/2020	General Aggregate \$ 4,000,000
				Products - Completed Operations Aggregate \$ 4,000,000
				Personal and Advertising Injury \$ 2,000,000
				Each Occurrence \$ 2,000,000
				Damage to Premises Rented to You \$ 100,000
				Medical Expense (Any One Person) \$ 5,000
Businessowners Liability				Each Occurrence†† \$,000
				Aggregate†† \$,000
Liquor Liability				Common Cause Limit \$,000
				Aggregate Limit \$,000
Automobile Liability <input checked="" type="checkbox"/> Any Auto <input checked="" type="checkbox"/> All Owned Autos <input checked="" type="checkbox"/> Scheduled Autos <input checked="" type="checkbox"/> Hired Auto <input checked="" type="checkbox"/> Nonowned Autos <input type="checkbox"/>	12-XM3021-01	02/04/2019	02/04/2020	Bodily Injury - Each Person \$ 1,000,000
				Bodily Injury - Each Accident \$ 1,000,000
				Property Damage \$ 1,000,000
				Bodily Injury and Property Damage Combined \$,000
Excess Liability <input type="checkbox"/> Commercial Blanket Excess <input type="checkbox"/>				Each Occurrence/Aggregate \$,000

Other (Miscellaneous Coverages)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / RESTRICTIONS / SPECIAL ITEMS

ADDITIONAL INSURED: VILLAGE OF CAROL STREAM, ITS OFFICERS,
 EMPLOYEES & INDEPENDENT CONTRACTORS

† The individual or partners Have shown as insured elected to be covered under this policy. Have not.
 †† Products-Completed Operations aggregate is equal to each occurrence limit and is included in policy aggregate.

CERTIFICATE HOLDER'S NAME AND ADDRESS	CANCELLATION
Village of Carol Stream 500 North Gary Ave Carol Stream, IL 60188	<input checked="" type="checkbox"/> Should any of the above described policies be cancelled before the expiration date thereof, the company will endeavor to mail * (30 days) written notice to the Certificate Holder named, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives. *10 days unless different number of days shown. <input type="checkbox"/> This certifies coverage on the date of issue only. The above described policies are subject to cancellation in conformity with their terms and by the laws of the state of issue.
DATE ISSUED 10/15/2019	AUTHORIZED REPRESENTATIVE GIUSEPPE MASTROLONARDO

**VILLAGE OF CAROL STREAM
SNOW PLOWING CONTRACTOR INFORMATION**

COMPANY NAME: AJD CONCRETE CONSTRUCTION, COOP.
 PRIMARY CONTACT NAME: VITO PANZARINO
 SECONDARY CONTACT NAME: DOMENIK PANZARINO
 COMPANY ADDRESS: 109 FAIRFIELD WAY STE 102D, Bloomington
 CITY: Bloomington STATE: IL ZIP CODE: 60108

Please provide the phone numbers below where you (or your representative) can be reached at any time of the day or night in order to be called out for plowing:

PRIMARY: 630-808-5017
 SECONDARY: 630-956-1380
 OTHER(S): 331-333-2795 630-417-5023

TELEPHONE NUMBERS

<u>DRIVERS' NAMES</u>	<u>PRIMARY PHONE</u>	<u>SECONDARY PHONE</u>
<u>Domenico Panzarino</u>	<u>331-333-2795</u>	<u>630-808-5017</u>
<u>Vito Panzarino</u>	<u>630-808-5017</u>	<u>630-808-5017</u>
<u>Mike Panzarino</u>	<u>630-417-5023</u>	<u>630-808-5017</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

ADDITIONAL EQUIPMENT AVAILABLE:

<u>Description</u>	<u>How Many?</u>
<u>Bulldozers</u>	<u>3</u>
<u>Pick-up</u>	<u>5</u>
<u>Wheel loader</u>	<u>1</u>

Village of Carol Stream
Interdepartmental Memo

TO: Mayor and Village Board
RM

FROM: Robert Mellor, Village Manager

DATE: October 18, 2019

RE: **Police Department Administrative Services Agreement**

As the Village Board is aware, Chief Ed Sailer provided his retirement notice on July 25, 2019 with an effective date of October 4, 2019. While the position of Chief of Police would field a strong group of external candidates, I believe there is an opportunity to promote from within. However, in light of the recent filling of the vacant Deputy Police Chief and other command staff positions, an internal promotion would be premature.

To that end, staff conducted a search for an interim replacement who would oversee the operations of the Police Department for a period of 6 to 12 months. The interim position would provide administrative and oversight services to the Police Department including mentoring the Deputy Chiefs and Command staff. This person will also oversee risk management and creation of the department budget for fiscal year 2020-21. The contractor would not be a candidate for the vacant Police Chief position.

Staff solicited and received letters of interest and resumes primarily through the Illinois Association of Chiefs of Police linebacker program. A linebacker is an interim or substitute Chief of Police who fills in on a temporary basis and must be a former Chief of Police in Illinois. Staff received 7 applications from retired Illinois Police Chiefs for this interim, contractual position and interviewed 2 during the first week of October. Both finalist, candidates were well qualified and had retired from communities similar to Carol Stream in department size and population.

When negotiating contractual services it is important to remember that the costs of Health, Dental, Vehicle, General Liability, Errors and Omissions and Workers Compensation insurances and the overhead for legal and accounting services are borne by the contractor and are subsequently included in the contractual fee. In addition, the contractor will not be provided a take home vehicle, education/dues/memberships and uniforms nor will the Village pay into a pension or FICA/Medicare on his behalf. These costs, in addition to "salary" are also considered in the fee provided. The difference in the budgeted cost of the police chief salary versus the contractual interim police chief is estimated to be \$10,143/month or \$121,716/year **lower**.

I am recommending contracting with Steven Schmidt for an initial term of 6-months with the option for additional 6-month extension, if needed, at the negotiated fee of \$11,500/month per terms and conditions outlined in the attached contract.

Police Administrative Services Agreement

This Agreement ("Agreement"), is made and entered into as of this 22nd day of October, 2019 by and between the Village of Carol Stream, Illinois, a municipal corporation, (hereinafter called the "Village") and Stephen F. Schmidt Consulting, Inc., (hereinafter called the "Contractor"). The Village and Contractor are sometimes individually referred to as a "Party" and collectively referred to as the "Parties".

In consideration of the terms, conditions and mutual covenants set forth herein, the Parties agree as follows:

Section 1: Term

This agreement shall commence on October 22, 2019 and terminate on April 22, 2020 unless earlier terminated by the Village or Contractor as provided in this Agreement. The term of this agreement may be extended by the agreement of the Parties for up to an additional 6 months period upon the same terms and conditions set forth in this agreement,

Section 2: Services

A. The Contractor shall provide administration services for the Village police department as set forth in Exhibit A of this Agreement (the "Services").

B. The Contractor shall provide at least 850 hours of service during the initial term of this Agreement. Contractor shall perform the Services at the offices of the Police Department and shall be expected to be present a minimum of thirty-five (35) hours per week and generally between the hours of 9:00 a.m. and 5:00 p.m. Monday through Friday. Hours may be adjusted at the discretion of the Village Manager. However, the Contractor shall be under no obligation to perform Services on the following days: New Year's Day, Labor Day, President's Day, Thanksgiving Day, Memorial Day, the day after Thanksgiving, Independence Day, Christmas Eve, Christmas Day.

C. Village shall not be liable for any costs incurred by the Contractor in connection with any services provided by the Contractor that are outside the scope of this Agreement ("Additional Services"), regardless of whether such Additional Services are requested or directed by the Village, except upon the prior consent of the Village Manager

Section 3: Independent Contractor Status

A. The Contractor is retained by the Village for the purposes of providing the Services as set forth in this Agreement, and the Contractor's relationship to the Village shall, during the term of this Agreement, be that of an independent contractor.

B. The Contractor shall be free to dispose of such portion of the Contractor's time, energy and skill when the Contractor is not obligated to devote time to performing his Services hereunder to the Village, in such manner as the Contractor sees fit and, to such persons, firms or corporations as the Contractor deems advisable; provided, however, that the Contractor shall not perform any work for any person, firm or corporation that is a vendor for the Village or any work that constitutes a conflict with the interests of the Village. At all times, the Contractor is separate and independent from the Village and will utilize the level of skill necessary to perform the Services under this Agreement.

C. The Contractor shall not be considered as having an employee status, nor shall the Village make any deductions or withhold any sums for the payment of any and all applicable federal, state, local and other taxes, income taxes, or FICA taxes. The Contractor shall not be entitled to receive or participate in any employee plans, benefit programs, retirement plans or related employee benefit arrangements, or any other benefits provided to or for employees of the Village, as set forth in the Village's Personnel Policy Manual or applicable to employees under law. As an independent contractor, it is the responsibility of the Contractor to file all necessary tax returns (federal, state, county and local) and to make such required deductions and pay all income tax, social security, and any and all other taxes due as an independent contractor in his profession. As an independent contractor, the Contractor is ineligible to file a claim for unemployment compensation benefits or for workers compensation benefits against the Village. The Contractor is an independent contractor and not the Village's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Worker's Compensation Act (820 ILCS 305/1, et seq.), or any other federal or state laws pertaining to employees.

Section 4: Compensation for Services

A. Village shall pay Contractor for the Services provided pursuant to this Agreement the amount of eleven thousand five hundred dollars (\$11,500) per month or fraction thereof on a prorated basis, payable on the last day of each calendar month.

B. The Contractor shall maintain records showing actual time devoted, and type of work performed for all services performed under this Agreement. Such records shall be provided to the Village Manager of the Village as required herein in a format reasonably acceptable to the Village.

Section 5. Confidential Information

A. The term "Confidential Information" shall mean information in the possession or under the control of the Village relating to the technical, business or corporate affairs of the Village and particularly; the Police Department; Village property; and user information, including, without limitation, information contained or stored within the Village's computer system, including without limitation any information obtained from server logs or other records of electronic or machine readable form.

B. The Contractor acknowledges that it shall, in performing the Services for the Village under this Agreement, have access, or be directly or indirectly exposed, to Confidential Information. The Contractor shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without the express prior written consent of the Village Manager of the Village or his/her designee.

Section 6. Insurance and Indemnification

A. The Village will not provide any form of insurance coverage, including but not limited to health insurance, worker's compensation insurance, auto insurance, general liability

insurance, errors and omissions insurance, or professional liability insurance for or on behalf of the Contractor relative to the performance of the Services under this Agreement.

B. The Contractor, at its own cost, shall provide all of its own insurance coverages as applicable to the Services being performed, including but not limited to health insurance, worker's compensation insurance, auto insurance, general liability and property insurance, errors and omissions insurance, or professional liability insurance relative to the performance of the Services under this Agreement. The Contractor's policy or policies of insurance shall specifically recognize and cover the indemnification obligations under this Agreement. Said insurance shall provide that the insurance provided by the Contractor shall be primary and that any provision of any contract of insurance or other risk protection benefit or self-insurance policy purchased or in effect or enacted by the Village and any other insurance or benefit of the Village shall be in excess of the Contractor's insurance.

C. To the fullest extent permitted by Illinois law, the Contractor shall indemnify, defend and hold harmless the Village and its officers and officials, agents, and employees from all claims, demands, lawsuits, actions and costs of any kind, caused by, resulting from, arising out of or occurring in connection with the Contractor's negligent or intentionally tortious performance of the Services under this Agreement.

D. The Contractor assumes all liability for personal injuries or illness of any kind or death that might occur to its employees while acting under this Agreement. The Contractor assumes all liability and responsibility for its personal property while performing any Services under this Agreement.

E. No appointed official, agent, attorney, employee, volunteer or representative of the Village or any of its local government members shall be personally liable, in law or in contract, to the Contractor as the result of the execution of this Agreement.

Section 7: Conflict of Interest

A. The Contractor represents and certifies that, to the knowledge of its president, Stephen F. Schmidt: (1) no elected or appointed the Village official, employee or agent has a personal financial interest in the business of the Contractor or in this Agreement, or has personally received payment or other consideration for this Agreement; (2) as of the date of this Agreement, neither the Contractor nor any person employed or associated with the Contractor has any interest that would conflict in any manner or degree with the performance of the obligations of Contractor under this Agreement; (3) Contractor is not barred from contracting with a unit of state or local government as a result of: (a) a delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless the Contractor is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (b) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. and (4) the only persons, firms or corporations interested in the Contractor as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any person, firm or corporation.

B. The Contractor covenants that neither the Contractor nor any person employed by the Contractor shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

Section 8: Compliance with Laws

The Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed and completed in accordance with all required governmental permits, licenses, approvals and authorizations that may be required in connection with providing, performing and completing the Services, and with all applicable statutes, ordinances, rules and regulations, including, without limitation: any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. The Contractor shall also comply with all conditions of any federal, state or local grant received by the Village or the Contractor with respect to this Agreement or the Services; provided, however, should, the Contractor choose not to comply with the conditions of any such grant, this Agreement may at the Contractor's option be terminated effective upon notice to the Village and the Village shall promptly pay any compensation owed to the Contractor through such termination. If at any time it shall be found that the Contractor has, in procuring this Agreement, colluded with any person, firm or corporation, then the Contractor shall be liable to the Village for all loss or damage that the Village may suffer and this Agreement may, at the Village's option, be terminated effective upon notice to the Contractor.

Section 9: No Third-Party Agreements without Village Approval

The Village shall not be liable to any vendor or third party for any agreements of any kind made by the Contractor without the approval of the Village Manager.

Section 10: Mutual Cooperation

The Village shall cooperate with the Contractor in the performance of the Services, including meeting with the Contractor and providing the Contractor with direction and such information that the Village may have that may be relevant and helpful to the Contractor's performance of the Services. The Contractor shall cooperate with the Village in the performance and completion of the Services.

Section 11: News Releases

The Contractor shall not issue any news releases, advertisements or other public statements regarding the Services or this Agreement without the prior written consent of the Village Manager.

Section 12: Intervening Law.

Notwithstanding any provision of this Agreement to the contrary, in the event that any Party receives notice ("Notice") of an actual or threatened decision, finding or action by any governmental or private agency or court (collectively, an "Action"), which legislation, law or Action, if or when implemented, would have the effect of subjecting either party to civil action under state and/or federal law or other adverse proceeding because of their participation in this Agreement, this Agreement shall be subject to termination without penalty upon the earlier of: (A) 30 days following the date upon which any Party gave notice to the other or (B)

the effective date on which the law or Action prohibits the relationship of the Parties pursuant to this Agreement. The Contractor shall be paid pro rata all compensation owed to it hereunder through such termination

Section 13: Termination

- A. Either Party may terminate this Agreement at any time and for any reason effective thirty (30) days after written notice to the non-terminating Party.
- B. This Agreement shall automatically terminate when:
 - 1. A Chief of Police is appointed by the Village Manager; or
 - 2. Contractor receives written notice from the Village Manager that he has failed to perform the Services to the satisfaction of Village Manager or Village Board; or
 - 3. Contractor enters into an employment or contractual agreement with a known vendor of the Village of Carol Stream or performs any work that constitutes a conflict of interest with the Village; or
 - 4. The termination date as set forth in Section 1 herein occurs.

If contractor is terminated as set forth herein, Contractor shall be paid for services rendered on a pro rata basis to the date of termination.

Section 14: Freedom of Information Act.

Section 7(2) of the Illinois Freedom of Information Act ("FOIA") (5 ILCS 120/7(2)) requires certain records that qualify as "public records," which have been prepared by and are in the possession of a party who has contracted with the Village, be turned over to the Village so that a FOIA requestor can inspect and photocopy the non-exempt portions of the public records pursuant to a FOIA request. The Village has a very short period of time from receipt of a FOIA request to comply with the request, and it requires sufficient time to collect and review the records to decide what information is or is not exempt from disclosure. The Contractor acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the possession of the Contractor and provide the requested public records to the Village within two (2) business days of the request being made by the Village. The Contractor shall indemnify and hold harmless the Village from all claims, costs, penalty, losses and injuries arising out of or relating to its failure to provide the public records to the Village as aforesaid under this Agreement.

Section 15: Notices

All notices, consents, approvals and requests (collectively for the purposes of this Section, "Notices") required or permitted to be given under this Agreement shall be in writing and shall be delivered (A) personally, (B) by a reputable overnight courier, or (C) by certified mail, return

receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of actual receipt; one (1) business day after deposit with an overnight courier, as evidenced by a receipt of deposit; or four (4) business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such Party, but no notice of a change of addressee or address shall be effective until actually received. Additionally, notices sent by any other means (i.e., facsimile, email, etc.) may be acceptable subject to confirmation of both the transmission and receipt of the notice.

VILLAGE: Village of Carol Stream
Attention: Village Manager
500 Norther Gary Avenue
Carol Stream, IL 60188

CONTRACTOR: Stephen F. Schmidt Consulting, Inc.
1456 Haar Lane
Elk Grove Village, IL 60007

Section 16: General Provisions

- A. Entire Agreement. This Agreement sets forth and establishes the entire understanding between the Village and the Contractor. Any prior discussions or representations by or between the Parties are merged into and rendered null and void by this Agreement.
- B. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by the Village and the Contractor in accordance with all applicable statutory procedures.
- C. Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party.
- D. Waiver. Neither the Village nor the Contractor shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall determine to be in its best interests from time to time. The failure of the Village or the Contractor to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the Village's or the Contractor's right to enforce such rights or any other rights at any time.
- E. Governing Laws. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Illinois. Venue shall be in the Circuit Court of DuPage County.
- F. Severability. The invalidity or partial invalidity of any portion of this Agreement will void this agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

VILLAGE:
Village of Carol Stream,
a municipal corporation

CONTRACTOR:
Stephen F. Schmidt Consulting, Inc.

By: _____
Bob Mellor,
Village Manager

By: _____
Stephen F. Schmidt
President

Attest: _____
Laura Czarnecki, Village Clerk

Witness: _____

Exhibit A

SCOPE OF SERVICES


Contractor is responsible for the oversight of all Police Department administrative functions. This position monitors the planning, staffing, directing, coordinating and controlling of all department functions and activities, ensuring their efficiency. The Contractor shall have no power of arrest and shall not carry a firearm.

The following services are to be performed by the Contractor under this Agreement.

- Mentors Deputy Chiefs and Command level staff, preparing monthly updates to the Village Manager on the actions taken to provide guidance in their managerial duties and leadership development and provides written documentation of Deputy Chief's performance including areas for improvement and strengths.
- Oversees all administrative aspects of the Police Department.
- Manages the development and administration of the Police Department budgets, with input from Command staff, for Fiscal Years 2019-2020 and 2020-2021: directs the forecast of funds needed for staffing, equipment, materials and supplies; directs the monitoring of and approves expenditures; directs the preparation of and implements budgetary adjustments as necessary. Prepares the Fiscal Year 2020-2021 Police Department Budget with input from Command staff within the guidelines set forth by the Village Manager.
- Reviews and analyzes all Police Department services and activities with input from Command staff and recommends policies and procedures to the Village Manager.
- Monitors the development and implementation of Police Department goals, objectives, policies and priorities with input from Command staff; recommends, within Village policy, appropriate service and staffing levels; and the allocation of resources based on all information received.
- Monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures, assesses and monitors workload, administrative and support systems, and internal reporting relationships, with input from Command staff, identifies opportunities for improvement; directs the implementation of changes.
- Oversees the risk management program for the Police Department to ensure that it adheres to Village guidelines for risk management; Coordinates with supervisors to implement the risk management program/policies per Village guidelines.
- Works with the Deputy Chiefs and Command staff to represents the Police Department to other Village departments, elected officials and outside agencies; explains Police Department programs, policies and activities; negotiates and resolves sensitive, significant and/or controversial issues.
- Directly supervises the Deputy Chiefs and Police Administration Secretary positions in the Department.
- Evaluates Police Department performance; coordinates staff training; coordinates and assists the Deputy Chiefs with disciplining police officers in accordance with Village of Carol Stream Police Commission Rules for breaches of department policies, procedures, rules, regulations and directives in a fair and impartial manner with measures including suspensions and dismissal; coordinates and assists the Deputy Chiefs with disciplining non-sworn personnel.

- Coordinates through the Deputy Chiefs, the Police Department's work plan; meets with management staff to identify and resolve problems; recommends projects and programmatic areas of responsibility; reviews and evaluates work methods and procedures.
- Works with the Deputy Chiefs to coordinate and oversee command staff meetings on a bi-weekly or monthly basis.
- Attends and participates in Village Department Head level meetings as the representative of the Police Department.
- Coordinating with the Deputy Chiefs, prepares Police Department agenda items for the Village Board meetings or workshops and attends such meetings of the Village Board.
- Meets weekly with the Village Manager to provide updates on the Services performed and Police Department actions and prepares Weekly updates on Police Department operations for the Village Manager's transmittal to the Village Board and Executive staff.
- Coordinates, attends and actively participates in multi-departmental initiatives and programs with Department Heads and staff.
- Coordinating with the Deputy Chiefs, recommends department goals and objectives in support of the Village of Carol Stream Strategic Plan.
- Coordinates, attends and actively participates in Police Department activities with those of other departments, outside agencies and organizations; provides staff assistance to the Village Manager and Board of Trustees; prepares and presents staff reports and other necessary correspondence.
- Stays abreast of new trends and innovations in the field of law enforcement administration.
- Assists in the development of innovative municipal law enforcement policies.
- Ensures responsive, appropriate service delivery by conferring with civic, professional, service, fraternal and other community groups.
- Reviews and analyzes reports, legislation, court cases, and related matters; prepares initial responses for legal actions; prepares ordinances with the assistance and input of Command staff.
- Performs upper-level administrative functions, which includes, but is not limited to: the ability to persuade, evaluate, convince, and train others; and give advice regarding the fair and equitable application of policies, procedures and standards to specific situations.
- Communicates with Village staff in a timely manner and responds through appropriate chain of command.

Village of Carol Stream Interdepartmental Memorandum

DATE: October 14, 2019
TO: Robert Mellor, Village Manager
FROM: Jon Batek, Finance Director 
COPY: Susan Westgate, Director, Carol Stream Library
SUBJECT: 2019 Property Tax Levy

As the Village considers its first property tax levy in many decades, the statutory process to be followed in approving the levy remains the same as we have observed in prior years. Adoption of the combined Village and Library tax levy requires a two-meeting process and must be completed in time to file an approved levy ordinance in the DuPage County Clerk's Office no later than the last Tuesday in December. Even though the approved levy ordinance includes the levies for both the Village and Library, each will be itemized separately on property tax bills mailed around May 1st of each year.

Step 1: Determination of Property Taxes to be Levied

The first step in the levy process involves a determination by the corporate authorities of the amount of funds needed to be raised by the property tax as referenced below:

The Illinois "Truth in Taxation Act" (35 ILCS 200/18-60) requires the following:

Sec. 18-60. Estimate of taxes to be levied. Not less than 20 days prior to the adoption of its aggregate levy, hereafter referred to as "levy", the corporate authority of each taxing district shall determine the amounts of money, exclusive of any portion of that levy attributable to the cost of conducting an election required by the general election law, hereafter referred to as "election costs", estimated to be necessary to be raised by taxation for that year upon the taxable property in its district. (Source: P.A. 82-102; 88-455.)

The attached Village Board resolution incorporates the Village and Library proposed 2019 tax levies. The Village levy amount is stated at **\$3,800,000** and is reflective in part of the minimum amount needed to adequately fund the Village's 5 year Capital Improvement Program as well as allowing for consideration of future fee reductions that impact most Village residents. The Library's proposed levy is stated at **\$3,674,461** and is reflected in Library Board resolution # 288 adopted on October 16, 2019 which is attached as **Exhibit A**. The Library's levy request for 2019 is not increased over 2018.

Exhibit B summarizes the combined Village/Library property tax levy for 2019 which will be billed to property owners on or about May 1, 2020 and collected in June and September 2020. Since property taxes in Illinois are collected in arrears, the 2019 levy actually supports the Village and Library current FY19/20 budgets, not the fiscal year in which the funds are actually received (FY20/21).

Step 2: Determination of Need for Truth in Taxation Hearing (November 18, 2019)

The Truth in Taxation Act requires notification and public hearing on the proposed tax levy if the amount estimated in Step 1 above is greater than 105% of the prior year taxes extended. These requirements are stipulated in 35 ILCS 200/18-70 as follows:

Sec. 18-70. More than 5% increase; notice and hearing required. If the estimate of the corporate authority made as provided in Section 18-60 is more than 105% of the amount extended or estimated to be extended, plus any amount abated by the corporate authority prior to extension, upon the final aggregate levy of the preceding year, exclusive of election costs, the corporate authority shall give public notice of and hold a public hearing on its intent to adopt an aggregate levy in an amount which is more than 105% of the amount extended or estimated to be extended upon the final aggregate levy extensions, plus any amount abated, exclusive of election costs, for the preceding year. The hearing shall not coincide with the hearing on the proposed budget of the taxing district. (Source: P.A. 86-957; 88-455.)

Because 2019 is the first proposed Village tax levy in decades, the combined Village/Library levy represents an increase of 101.3% over taxes extended in 2018, therefore newspaper notice and public hearing are required. With proposed final tax levy approval scheduled for November 18th, we will place the statutorily required notice in the November 6th edition of the Carol Stream Examiner.

Step 3: Adoption of Tax Levy Ordinance (Monday, November 18, 2019)

A public hearing will be convened at the beginning of the November 18th Village Board meeting where the public will be permitted to provide comment on the proposed levy. Following closing of the public hearing, the Village Board may approve the final tax levy via ordinance later in the meeting. Following approval, the levy will be filed in the DuPage County Clerk's Office.

Resolution No. _____

**A Resolution to Record the Determination of the
Corporate Authorities of the Village of Carol Stream
of the Amounts of Money Estimated to be Necessary to be
Raised by Taxation on Taxable Property for the Fiscal Year
Beginning May 1, 2019, and Ending April 30, 2020**

Whereas, Chapter 35, Section 200/18-60 of the Illinois Compiled Statutes requires that not less than twenty (20) days prior to the adoption of its aggregate levy, the corporate authorities of each taxing district shall determine the amount of money estimated to be necessary to be raised by taxation for that year upon the taxable property in its district; and

Whereas, the Mayor and Board of Trustees of the Village of Carol Stream has determined that the amount required to be raised by property tax for general corporate purposes of the Village for the fiscal year beginning May 1, 2019, and ending April 30, 2020, is Three Million Eight Hundred Thousand Dollars (\$3,800,000); and

Whereas, the Board of Trustees of the Carol Stream Public Library has determined through the adoption of Library Resolution #288 on October 16, 2019, that the amount required to be raised by property tax for the benefit of the Library for the fiscal year beginning May 1, 2019, and ending April 30, 2020, is Three Million Six Hundred Seventy Four Thousand, Four Hundred Sixty One Dollars (\$3,674,461) for general corporate, audit, IMRF, Social Security, tort immunity insurance and special debt service purposes;

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: The estimate of the amount of money necessary to be raised by taxation for the year 2019 on the taxable property in the Village of Carol Stream to meet the operating budget of the

Village of Carol Stream exclusive of election and debt service costs, as determined by the Carol Stream Mayor and Board of Trustees, is Three Million Eight Hundred Thousand Dollars (\$3,800,000).

Section 2: The estimate of the amount of money necessary to be raised by taxation for the year 2019 on the taxable property in the Village of Carol Stream to meet the operating budget of the Carol Stream Public Library exclusive of election and debt service costs, as determined by the Carol Stream Library Board of Trustees, is Three Million Six Hundred Seventy Four Thousand, Four Hundred Sixty One Dollars (\$3,674,461).

Section 3: The amount of property tax extended upon the 2018 property tax levy ordinance including abatements, exclusive of election and debt service costs, was Three Million Seven Hundred Thirteen Thousand, Five Hundred Twenty One Dollars (\$3,713,521); and the amount estimated to be levied upon the 2019 property tax levy ordinance to be hereafter adopted (\$7,474,461) is 201.3% of the amount of property taxes extended upon the 2018 tax levy ordinance.

Section 4: The Finance Director of the Village of Carol Stream is hereby authorized and directed to prepare a tax levy ordinance based upon this estimate and to present such tax levy ordinance for passage and approval not less than twenty (20) days after this determination of the amount required to be raised by taxation on taxable property within the Village.

Section 5: This Resolution shall be in full force and effect from and after its passage and approval.

Passed by the Mayor and Board of Trustees of the Village of Carol Stream, Illinois, this _____ day of _____, 2019.

Ayes:

Nays:

Absent:

Approved by the Mayor of the Village of Carol Stream, Illinois, this
____ day of _____, 2019.

Mayor of the Village
of Carol Stream, Illinois

Attest:

Village Clerk of the Village
of Carol Stream, Illinois

RE: 2019 REQUEST FOR TAX LEVY

WHEREAS, the Board of Library Trustees passed its Fiscal 2020 Budget / Appropriation, on April 17, 2019 as attached hereto and included in Exhibit A; and

WHEREAS, Exhibit A, which also describes the FY 2020 appropriation, and describes anticipated expenditures in the amount of \$9,111,491; and

WHEREAS, funds derived as income from sources other than tax receipts are anticipated to total \$187,000 for the fiscal year 2020.

WHEREAS, a total amount of \$3,674,461 is needed from tax receipts in addition to the amount received from other sources to satisfy the anticipated financial needs of the Library for fiscal year 2020.

RESOLVED that:

Section 1: The President and Board of Trustees of the Village of Carol Stream, Illinois are hereby requested to include in their appropriation ordinance for the fiscal year commencing on the first day of May 2019 and ending on the thirtieth day of April 2020 the following:

- A. Taxes to be levied to maintain the Public Library pursuant to Illinois Compiled Statutes, Chapter 75, Act 5, Sec. 3-4 shall be: \$3,117,000 or as much thereof as may be authorized by law, but in no event shall such tax levy for maintenance and operation of the Carol Stream Public Library exceed 0.60 percent of the value of all such taxable property as equalized or assessed by the Department of Revenue pursuant to the anticipated expenditures and financial requirements detailed in Exhibit A.
- B. Taxes to be levied for participation in the Illinois Municipal Retirement Fund, as provided in Illinois Compiled Statutes Ch. 40, Act 5, Section 22-403, *et sec.*, in addition to all other taxes heretofore levied, in the sum of \$170,000.
- C. Taxes to be levied for participation in the FICA, as provided in Illinois Compiled Statutes Ch. 40, Act 5, Section 22-403, *et sec.*, in addition to all other taxes heretofore levied, in the sum of \$140,000.
- D. Taxes to be levied for the Liability Insurance Fund, as provided in Illinois Compiled Statutes Chapter 745, Act 10, Section 9-107, *et sec.*, in addition to all other taxes heretofore levied, in the sum of \$1,000.
- E. Taxes to be levied for the Annual Audit as provided in Illinois Compiled Statutes, Chapter 50, Act 310, Section 9, *et sec.*, in addition to all other taxes heretofore levied, in the sum of \$12,000.
- F. Taxes to be levied for debt service pursuant to an Intergovernmental Loan Agreement between the Village of Carol Stream and the Board of Library Trustees of the Carol Stream Library as approved by the Library Board of Trustees, dated October 17, 2018, in the sum of \$234,461.

Section 2: That pursuant to Illinois Compiled Statutes, Chapter 75, Act 5, Sec. 5-8, the Board of Library Trustees shall accumulate and set apart as a Capital Improvement and Repair Fund for the purchase of sites and buildings, for the construction and equipment of buildings, for the rental and repair of buildings acquired for library purposes, and for repairs and alterations of library buildings and equipment, the unexpended balances of the proceeds annually received from taxes not in excess of the statutory limits and pursuant to plans to be developed by the Board of Library Trustees. In March 2016, the Library completed a Capital Replacement Study of their facility. The document outlines the capital expenses needed to maintain the facility into the future. As part of the Library's three year Strategic Plan (January 2015-December 2017), on April 24, 2017 the Library Board approved the development of a Building Master Plan in anticipation of renovating the existing facility. On December 20, 2017, the Board approved the Building Master Plan. Architects were contracted for the renovation project on April 24, 2018. A Construction Management Firm was hired on May 30, 2018 to oversee the project. The Schematic Design for the project was approved on September 19, 2018. Construction began in April, 2019 and will take approximately eleven months to complete.

Section 3: That the funds derived from sources other than the Tax Levy may be allotted by the Board of Library Trustees to such budgeted items and in such amounts as said Board may determine within the limits of said budget.

Section 4: That the unexpended balance of any item or items of said Budget as set forth in this Resolution may be expended in making up any deficiency in any other item or items in the same general Budget made by this Resolution.

Section 5: That the President and Board of Trustees of the Village of Carol Stream are further requested to include in their levy ordinance the following statement:

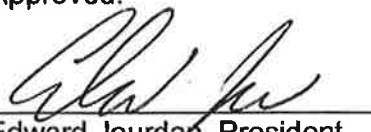
All ordinances and parts of ordinances conflicting with any of the provisions of this ordinance be and the same are hereby modified and repealed, and if any item or portion thereof of this levy is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this ordinance.

Section 6: That the President and the Board of Trustees of the Village of Carol Stream be aware that the Illinois Statutes require that the levy ordinance be duly passed and a certified copy be recorded with the DuPage County Clerk on or before the last Tuesday in December 2019.

Resolution passed this 16th day of October, 2019 by a vote of:

Ayes: 7, Nays: 0, Absent or not voting: 0

Approved:


Edward Jourdan, President
Board of Library Trustees

Attest:

I, the undersigned Secretary of the Board of Library Trustees of the Village of Carol Stream, hereby state that the foregoing Resolution entitled:

2019 REQUEST FOR TAX LEVY

was duly adopted by said Board of Trustees at a valid meeting on October 16, 2019.

Seal:



**Mansi Patel, Secretary
Board of Library Trustees**

		FY 19/20
		Appropriation
		Approved 4/17/19
ACCT #	Account Name	
GENERAL FUND REVENUES		
3000	Property Taxes	
3001	Property Tax -- Current	3,117,000
3002	Property Tax -- Non-Current	0
3100	PPR Taxes	40,000
3200	Interest Income	
3201	Interest Income -- Taxes	1,500
3202	Interest Income -- Investments	40,000
3300	Patron Payments	
3301	Fines & Fees	21,000
3302	Public Copier Payments	16,000
3303	Non-Resident Card Fees	3,500
3304	Sale items	1,000
3400	Donations	5,500
3500	Developer Contributions	2,400
3600	RBP/ILL Reimbursements	1,500
3700	Grants	
3701	Per Capita Grant	49,600
3702	Other Grants/Awards	0
3800	Other Income	5,000
	TOTAL REVENUES	3,304,000
GENERAL FUND EXPENDITURES		
5100	SALARIES	
5101	Exempt Staff Salaries	640,000
5102	Non-exempt Staff Salaries	1,295,000
5103	Custodial Salaries	75,000
5104	Benefits-Med/Life/Dental	
5105	Professional Education	18,000
5106	Memberships	4,000
5107	Benefits -- Life insurance	2,000
5108	Benefits -- Health Insurance	250,000
5109	Benefits -- Other	2,000
5110	Trustee Development	3,000
	TOTAL	2,289,000
5200	PLANT MAINTENANCE	
5201	Supplies	12,500
5202	Maintenance/Repair	15,000
5203	Maintenance Contracts	42,000
5204	Landscape Maintenance/Snow Removal	17,000
5205	Furniture/Equipment	7,000

			FY 19/20 Appropriation
			Approved 4/17/19
ACCT #	Account Name		
5206	Electric-Com Ed		36,000
5207	Water/Sewer		6,500
5208	Insurance (Property)		10,500
	TOTAL		146,500
5300	BUSINESS EXPENSE		
5301	Postage		8,000
5302	Office & Equipment Supplies		7,000
5303	Printing		5,000
5304	Equipment Leasing		20,000
5305	Mileage Reimbursement		3,000
5306	Legal Notices		800
5308	Business Phone		14,000
5309	Accounting Service		13,000
5310	Material Recovery Fees		1,000
5311	Payroll Service		7,500
5312	Attorney Fees		15,000
5314	Other Consultants		0
5315	Other Expenditures		7,500
5317	Bank & Credit Card Fees		100
5319	Security Service		21,000
5320	Donation Expense		
5321	Human Resources Expense		10,500
	TOTAL		133,400
5400	CIRCULATION & MATERIALS PROCESSING, INCLUDING AUTOMATED SERVICES		
5401	Automation Hardware		33,000
5402	ISP and Web Page Hosting		15,000
5403	Computer Software		30,000
5404	Tech Support & Repair		18,000
5405	Technical Services Supplies		17,000
5406	Circulation Supplies		3,000
5408	Tech Serv Online Resources		14,500
5409	RBP/ILL Expenses		500
5410	SWAN Consortium		47,500
5411	Village IT Services		95,000
	TOTAL		273,500
5500	SERVICES		
5501	Youth Services Programs		26,000
5503	Adult/Teen Programs		20,000
5505	Library Newsletter		43,000

		FY 19/20
		Appropriation
		Approved 4/17/19
ACCT #	Account Name	
5509	Library Publicity and Promotion	30,000
	TOTAL	119,000
5600	COLLECTION DEVELOPMENT	
5601	Youth Services Books	40,000
5606	Youth Services Media	15,000
5630	Adult Services Books	65,000
5634	Online Resources	40,000
5635	Magazines & Newspapers	13,000
5637	Adult Services Media	50,000
5651	Digital Media	70,000
5652	Grant/Award Expense (Databases)	49,600
	TOTAL	342,600
	GENERAL FUND EXPENDITURES	
5100	SALARIES	2,289,000
5200	PLANT MAINTENANCE	146,500
5300	BUSINESS EXPENSE	133,400
5400	CIRCULATION & MATERIAL PROC...	273,500
5500	SERVICES	119,000
5600	COLLECTION DEVELOPMENT	342,600
	TOTAL EXPENDITURES	3,304,000
	GENERAL FUND REVENUES	
	LIBRARY TAX	3,117,000
	OPERATING REVENUE	187,000
	TOTAL REVENUES	3,304,000
	OTHER FINANCING SOURCES/FUNDS	
Class 80	BUILDING RENOVATION LOAN FUND (new Fund line)	
80-3001	Special Debt Service Tax Levy	234,461
80-3002	Interest income	0
80-5104	Loan payment expense	234,461
	Net Difference	0
	Fund Balance April 30, 2019	0

			FY 19/20 Appropriation
			Approved 4/17/19
ACCT #	Account Name		
	WORKING CASH FUND		
20-3001	Working Cash Levy		0
20-3202	Interest on investments		100
	TOTAL		100
20-6920	Transfer to General Fund		-100
	Fund Balance April 30		48,361
Class 50	LIABILITY INSURANCE FUND		
50-3001	Liability Insurance Levy		1,000
50-3202	Interest on Investments		0
50-3300	LIMRIC UCGA Dividend		0
	TOTAL		1,000
50-7101	Liability Insurance		22,000
50-7102	Risk Management expense		4,000
50-7103	Unemployment Comp. Insurance		3,000
	TOTAL		29,000
	Net Difference		-28,000
	Fund Balance, May 1	(FY18 audit)	34,760
	Reserve Balance April 30		6,760
	Reserve In Months		2.80
Class 30	FICA FUND		
30-3001	FICA Tax Levy		140,000
30-3202	Interest on Investments		0
30-5104	FICA Benefit		155,000
	Net Difference		-15,000
	Fund Balance, May 1	(FY18 audit)	42,084
	Reserve Balance April 30		27,084
	Reserve In Months		2.10
Class 40	IMRF FUND		

			FY 19/20 Appropriation
			Approved 4/17/19
ACCT #	Account Name		
40-3001	IMRF Tax Levy		170,000
40-3202	Interest on Investments - IMRF		0
40-5104	IMRF Benefit		195,000
	Net Difference		-25,000
	Fund Balance, May 1	(FY18 audit)	96,869
	Reserve Balance April 30		71,869
	Reserve in Months		4.42
Class 60	AUDIT FUND		
60-3001	Audit Levy		12,000
60-3202	Interest on Investments		
60-7201	Audit Expense		12,000
	Net Difference		0
	Fund Balance, May 1	(FY18 audit)	2,148
	Reserve Balance April 30		2,148
	Reserve in Months		2.15
Class 70	CAPITAL MAINTENANCE & REPAIR FUND		
	CAPITAL MAINTENANCE & REPAIR REVENUE		
	CM & R LEVY		0
70-3001	Interest on Investments		0
70-3202	Grant Funds		0
70-3203	Building Renovation Loan		2,000,000
70-3702	TOTAL		0
	CAPITAL MAINTENANCE & REPAIR EXPENDITURES		
70-7301	MAJOR REPAIRS		0
70-7301			
70-7400	OTHER CAPITAL EXPENDITURES		
7401	Furniture		20,000
7401	Parking Lot Repair/Maintenance		10,000
7403	Building Repair		50,000
7404	Landscape		50,000
7405	Memorials		1,500

		FY 19/20	
		Appropriation	
		Approved 4/17/19	
ACCT #	Account Name		
7406	OTHER EXPENDITURES		25,000
	Subtotal		156,500
70-7500	Special Projects		
7503	VOIP Phone System		
7504	Light Bright Fixture		19,000
7505			
7506			
7507	Computer Equipment		30,000
7508	Library Renovation Project		4,976,530
	Total		5,182,030
	FUND BALANCE, MAY 1	(FY18 audit)	3,651,380
	Building Renovation Loan		2,000,000
	FUND BALANCE, APRIL 30		468,350
Appropriation Summary (Expenses)			
	General Fund	3,304,000	
	Building Renovation Loan Fund	234,461	
	Working Cash Fund		
	Liability Insurance Fund	29,000	
	FICA Fund	155,000	
	IMRF Fund	195,000	
	AUDIT Fund	12,000	
	Capital Maintenance & Repair Fund	5,182,030	
		\$ 9,111,491	
Levy Recap			
	General Fund	\$ 3,117,000	
	Building Renovation Loan Fund	234,461	
	Working Cash Fund	0	
	Liability Insurance Fund	1,000	
	FICA Fund	140,000	
	IMRF Fund	170,000	
	AUDIT Fund	12,000	
	Capital Maintenance & Repair Fund	0	
	Total Levy Request - 2018	\$ 3,674,461	

Exhibit B


VILLAGE OF CAROL STREAM PROPOSED 2019 PROPERTY TAX LEVY (Collected in 2020)

	2018 Taxes <u>Extended</u>	2019 Proposed <u>Levy</u>	\$ <u>Inc/(Dec)</u>	% <u>Inc/(Dec)</u>
VILLAGE LEVY:				
Operating	-	3,800,000.00	3,800,000.00	
Bond Payments	-	-	-	
Total	-	3,800,000.00	3,800,000.00	
LIBRARY LEVY:				
Operating				
Corporate	3,141,581.67	3,117,000.00	(24,581.67)	
Special Debt Service Tax Levy	234,461.00	234,461.00	-	
IMRF	166,842.99	170,000.00	3,157.01	
Audit	12,639.62	12,000.00	(639.62)	
Tort/Liab	1,263.96	1,000.00	(263.96)	
Social Security	156,731.30	140,000.00	(16,731.30)	
Operating Total	3,713,520.54	3,674,461.00	(39,059.54)	-1.1%
Bond Payments	-	-	-	0.0%
Total	3,713,520.54	3,674,461.00	(39,059.54)	-1.1%
TOTAL, VILLAGE AND LIBRARY				
Operating ¹	3,713,520.54	7,474,461.00	3,760,940.46	101.3%
Bond Payments	-	-	-	0.0%
Total	3,713,520.54	7,474,461.00	3,760,940.46	101.3%

¹ Total operating increase is subject to required public hearing under the Truth in Taxation Act if percentage increase, excluding debt, is greater than 5.0% of taxes extended in 2018.

Public hearing is required

Village of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager
FROM: Adam Frederick, Civil Engineer II 
DATE: October 15, 2019
RE: Conor Commercial, North Avenue Commerce Center, SWC of North Avenue and Morton Road, Village of Winfield- Plat of Dedication

Although Morton Road from North Avenue to St. Charles Road is within the jurisdictional limits of Carol Stream, the property along the west side of the road in which the North Avenue Commerce Center was developed is located within the corporate limits of the Village of Winfield.

Chapter 7 of the Village Code requires that a public roadway be fully improved to our Subdivision Code standards as well as require a right-of-way width of 80 feet within industrial areas. In order to obtain an automobile access point to Morton Road, Conor Commercial paid the Village for future improvements to Morton Road as well as dedicate the additional right-of-way required for the improvements.

This plat of dedication generally provides an additional seven feet of right-of-way to the Village of Carol Stream along the west side of Morton Road from North Avenue to St. Charles Road. In order to acquire the required 80 foot right-of-way, additional right-of-way will be obtained along the east side of the road as those properties redevelop.

The additional right-of-way will be required for the future improvements to Morton Road. Therefore, staff recommends approving this Plat of Dedication.

Cc: Bill Cleveland, Director of Engineering Services
Phil Modaff, Public Works Director
Jon Batek, Finance Director

Attachments:
Plat of Dedication

RESOLUTION NO. _____

**A RESOLUTION APPROVING A PLAT OF DEDICATION
FOR PUBLIC RIGHT-OF-WAY PURPOSES
27 W 461 NORTH AVENUE, WINFIELD, ILLINOIS
PIN: 01-36-300-002, 01-36-300-004**

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: Approval is hereby given to accept a Plat of Dedication for Public
Right-of-Way Purposes as shown on Exhibit "A".

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

PASSED AND APPROVED THIS 21st 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: William N. Cleveland, Village Engineer *RE*
DATE: October 16, 2019
RE: Resolution to Approve a Local Agency Agreement for Federal Participation – Lies Road Bike Trail – Gary to Schmale

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.

The current cost estimate for engineering is \$109,500, of which \$87,600 is from FHWA (ITEP) funding and \$21,900 is from Village funding. Actual costs will be used in the final division of cost for billing and reimbursement based on an 80/20 split for ITEP funds.

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.

Engineering staff therefore recommends a resolution be approved and the agreement be approved and signed by the Mayor and five (5) original agreements returned to IDOT for final processing.

Cc: Jon Batek, Finance Director
Phil Modaff, Director of Public Works
Adam Frederick, Civil Engineer

Attachment

Village of Carol Stream

Location: FAU 1375/Lies Road: Gary Avenue to Schmale Road

Section No.: 15-00061-00-BT

Project No.: BPBW (538)

Job No.: D-91-409-15

DuPage County

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN ILLINOIS
DEPARTMENT OF TRANSPORTATION LOCAL PUBLIC AGENCY AGREEMENT
FOR FEDERAL PARTICIPATION - LIES ROAD BIKE TRAIL
BETWEEN GARY AVENUE AND SCHMALE ROAD**

WHEREAS, Village of Carol Stream is attempting to improve a segment of Lies Road from Gary Avenue to Schmale Road that is approximately 1.02 miles in length; and

WHEREAS, the cost of said improvement has necessitated the use of federal funds; and

WHEREAS, the federal fund source requires a match of local match.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Carol Stream, DuPage County that Village of Carol Stream authorized twenty one thousand, nine hundred dollars, (\$21,900) or as much may be needed to match federal funds in the completion of MFT Section Number 15-00061-00-BT.

BE IT FURTHER RESOLVED that the Mayor be and is hereby authorized and directed to execute the above-mentioned AGREEMENT and any other such documents related to advancement and completion of said project.

BE IT FURTHER RESOLVED that the Clerk is hereby directed to transmit five (5) certified copies of this resolution to the Illinois Department of Transportation through the Division of Local Roads.

PASSED AND APPROVED THIS 21st DAY OF OCTOBER, 2019.

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 Village of Carol Stream	State Contract	Day Labor	Local Contract X	RR Force Account
	Section 15-00061-00-BT	Fund Type ITEP	ITEP, SRTS, or HSIP Number(s) 131098		
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
		D-91-409-15	BPBW(538)		

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 Route FAU 1375 Length 1.02 mi.
 Termini Gary Avenue to Schmale Road

Current Jurisdiction LPA TIP Number 08-14-0022 Existing Structure No N/A

Project Description

PE II design of a bike trail

Division of Cost

Type of Work	ITEP	%	%	LPA	%	Total
Participating Construction	()	()	()	()	()	
Non-Participating Construction	()	()	()	()	()	
Preliminary Engineering	87,600	(*)	()	21,900	(BAL)	\$109,500
Construction Engineering	()	()	()	()	()	
Right of Way	()	()	()	()	()	
Railroads	()	()	()	()	()	
Utilities	()	()	()	()	()	
Materials	()	()	()	()	()	
TOTAL	\$ 87,600			\$ 21,900		\$ 109,500

*Maximum FHWA (ITEP) participation 80% not to exceed \$87,600.

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

enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved LPA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.

- (5) In cases where the STATE is reimbursing the LPA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 - Location Map, Number 2 - GATA Reporting

(Insert Addendum numbers and titles as applicable)

The LPA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all Addenda indicated above.

APPROVED

Local Public Agency

Frank Saverino Sr

Name of Official (Print or Type Name)

Village President

Title (County Board Chairperson/Mayor/Village President/etc.)

(Signature)

Date

The above signature certifies the agency's TIN number is 36-2510906 conducting business as a Governmental Entity.

DUNS Number 051080190

APPROVED

State of Illinois
Department of Transportation

Randall S. Blankenhorn, Secretary of Transportation

Date

By:

Erin Aleman, Director of Planning & Programming

Date

Erin Aleman, Director of Planning & Programming

Date

Philip C. Kaufmann, Chief Counsel

Date

Jeff Heck, Chief Fiscal Officer (CFO)

Date

NOTE: If the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

Location Map

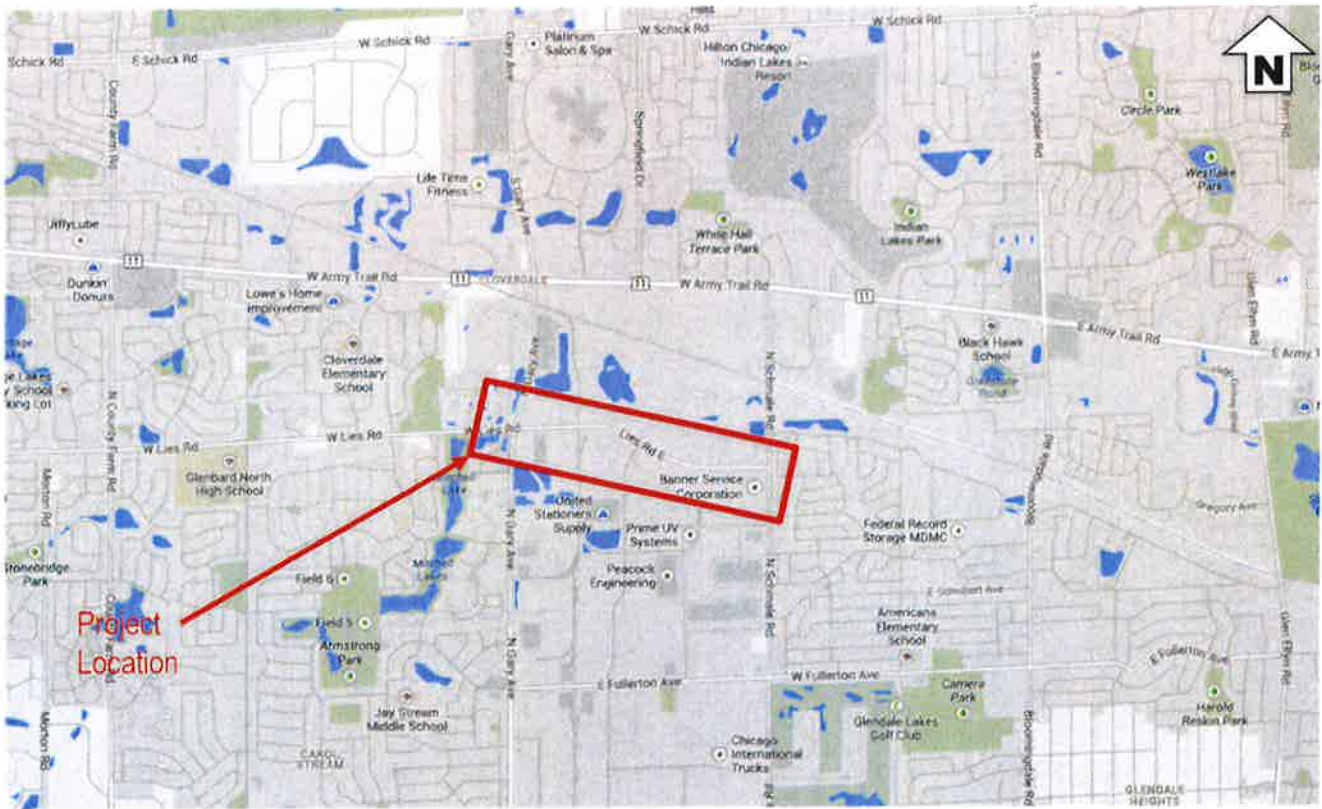


EXHIBIT A - Project Map

Lies Road Bikeway
Gary Avenue to Schmale Road
Village of Carol Stream

Addendum No. 2

Grant Accountability and Transparency Act (GATA)

Required Uniform Reporting

The Grant Accountability and Transparency Act (30 ILCS 708), requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's [BoBS 2832](#) form available on IDOT's web page under the "Resources" tab.

Additional reporting frequency may be required based upon specific conditions, as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

PLEASE NOTE: Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "*Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports*" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: <https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx>)

Village of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager
FROM: William N. Cleveland, Village Engineer *WB*
DATE: October 16, 2019
RE: Preliminary Engineering Services Agreement for Federal Participation – Lies Road Bike Path Extension from Gary Avenue to Schmale Road

In April of 2018 Engineering Staff reviewed Statements of Interest for Phase II Engineering Design Services based on IDOT's Quality Based Selection (QBS) process. TranSystems Corporation was chosen from five (5) submittals and a contract was negotiated for review and approval by IDOT.

IDOT recently approved both the Local Public Agency Agreement for Federal Participation and the attached Preliminary Engineering Services Agreement for Federal Participation. Work cannot begin until the Village of Carol Stream signs the documents and sends them to IDOT for final execution. All procedures need to follow State and Federal guidelines in order to receive project grant funding.

The total price negotiated for all work is \$109,421.00 of which 80% (\$87,536.80) is to be funded by the Illinois Transportation Enhancement Program (ITEP) and the remaining 20% (\$21,884.20) will be funded by the Village of Carol Stream. The current target Letting for construction of this project is scheduled for March of 2021, of which 75% (\$385,000.00) is funded through the federal Surface Transportation Program.

Engineering staff therefore recommends that the Preliminary Engineering Services Agreement for Federal Participation of the Lies Road Bike Path between Gary Avenue and Schmale Road be approved in the amount of \$109,421.00 and five (5) copies be sent to IDOT for further processing.

Cc: Jon Batek, Finance Director
Phil Modaff, Director of Public Works
Adam Frederick, Civil Engineer

Attachment

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF
AN ILLINOIS DEPARTMENT OF TRANSPORTATION
PRELIMINARY ENGINEERING SERVICES AGREEMENT FOR
FEDERAL PARTICIPATION WITH REGARD TO LIES ROAD BIKE PATH
EXTENSION FROM GARY AVENUE TO SCHMALE ROAD**

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 Illinois Department of Transportation Preliminary Engineering Services Agreement for Federal Participation with regard to Lies Road Bike Path Extension from Gary Avenue to Schmale Road attached hereto as Exhibit "A", and by this reference incorporated herein.

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

SECTION 1: That the Mayor and Village Clerk of the Village of Carol Stream be and the same are hereby authorized to execute the Illinois Department of Transportation 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 21st DAY OF OCTOBER, 2019.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

Local Public Agency Village of Carol Stream	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Federal Participation	C O N S U L T A N T	Consultant TransSystems Corporation
County DuPage			Address 1475 East Woodfield Road
Section 15-00061-00-BT			City Schaumburg
Project No. BPBW(538)			State IL
Job No. D-91-409-15			Zip Code 60173
Contact Name/Phone/E-mail Address William Cleveland (603) 868-2260 wcleveland@carolstream.org			Contact Name/Phone/E-mail Address David Block (847) 407-5313 dwblock@transystems.com

THIS AGREEMENT is made and entered into this _____ day of _____, 2018 between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LPA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

Project Description

Name Lies Road Bike Path Route FAU 1375 Length 1.02 mi Structure No. N/A
 Termini Gary Avenue to Schmale Road

Description Phase 2 Design Engineering services for construction of a bike path along Lies Road between Gary Avenue and Schmale Road.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LPA for the proposed improvement herein described.
2. To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LPA or STATE.
3. To complete the services herein described within 500 calendar days from the date of the Notice to Proceed from the LPA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
4. The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
5. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
6. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
7. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
8. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LPA.

9. The undersigned certifies neither the ENGINEER nor I have:
- employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
 - agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - 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 the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
 - have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
11. To submit all invoices to the LPA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).
13. Scope of Services to be provided by the ENGINEER:
- Make such detailed surveys as are necessary for the planning and design of the PROJECT.
 - Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
 - Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
 - Design and/or approve cofferdams and superstructure shop drawings.
 - Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
 - Prepare the necessary environmental and planning documents including the Project Development Report or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
 - Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
 - Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
 - Prepare preliminary roadway and drainage structure plans and meet with representatives of the LPA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
 - Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
 - Furnish the LPA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

II. THE LPA AGREES,

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
 CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or
 CPFF = 14.5%[(2.3 + R)DL + IHDC]

Where: DL = Direct Labor
 IHDC = In House Direct Costs
 OH = Consultant Firm's Actual Overhead Factor
 R = Complexity Factor

Specific Rate (Pay per element)

Lump Sum _____

3. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - b) **Final Payment** – Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
4. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).
 5. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Local Government Professional Services Selection Act 50 ILCS 510, the Brooks Act 40USC 11, and Procurement, Management, and Administration of Engineering and Design related Services (23 CFR part 172). Exhibit C is required to be completed with this agreement.

III. IT IS MUTALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LPA of a written Notice to Proceed.
2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LPA or to the STATE, without restriction or limitation as to their use.

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LPA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
5. To maintain, for a minimum of 3 years after the completion of the contract, 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 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.
6. The payment by the LPA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- a. Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
- f. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

10. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
11. When the ENGINEER is requested to complete work outside the scope of the original AGREEMENT, a supplemental AGREEMENT will be required. Supplements will also be required for the addition or removal of subconsultants, direct costs, the use of previously unspecified staff, and other material changes to the original AGREEMENT.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
TranSystems Corporation	43-0839725	\$69,450.00
Sub-Consultants:	TIN Number	Agreement Amount
Jorgensen & Associate, Inc.	36-3668574	\$8,725.00
Huff & Huff, Inc.	36-3044842	\$12,000.00
SE3, LLC	201307980	\$9,046.00
Santacruz Land Acquisitions	36-3851733	\$10,200.00
Sub-Consultant Total:		\$39,971.00
Prime Consultant Total:		\$69,450.00
Total for all Work:		\$109,421.00

Executed by the LPA:

_____ (Municipality/Township/County)

ATTEST:

By: _____
Clerk

By: _____
Title: _____

(SEAL)

Executed by the ENGINEER:

ATTEST:

By: David W. Block
Title: Assistant Vice President

By: Todd S. Bright
Title: Senior Vice President

Exhibit A - Preliminary Engineering

Route: Lies Road Bike Path Phase 2
 Local Agency: Village of Carol Stream
 (Municipality/Township/County)
 Section: 15-00061-00-BT
 Project: BPBW(538)
 Job No.: D-91-409-15

*Firms approved rates on file with IDOT's
 Bureau of Accounting and Auditing:

Overhead Rate (OH) 150.05 %
 Complexity Factor (R) 0.00
 Calendar Days 500

Method of Compensation:

- Cost Plus Fixed Fee 1 14.5% [DL + R(DL) +OH(DL) +IHDC]
- Cost Plus Fixed Fee 2 14.5% [DL + R(DL) + 1.4(DL) + IHDC]
- Cost Plus Fixed Fee 3 14.5% [(2.3 + R)DL + IHDC]
- Specific Rate
- Lump Sum

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
1- Project Coordination	Varies	75	\$ 45.20	\$ 3,390	\$ 5,087	\$ 211		\$ 1,260	\$ 9,948
2-Supplemental Survey	Varies	2	\$ 57.18	\$ 114	\$ 172			\$ 41	\$ 327
3-Pre-Final Engineering	Varies	275	\$ 45.02	\$ 12,380	\$ 18,576	\$ 224		\$ 4,521	\$ 35,701
4-Final Engineering	Varies	139	\$ 44.79	\$ 6,226	\$ 9,342	\$ 166		\$ 2,282	\$ 18,016
5-Permitting	Varies	20	\$ 46.69	\$ 934	\$ 1,401	\$ 33		\$ 343	\$ 2,711
6-ROW Acquisition	Varies	4	\$ 50.77	\$ 203	\$ 305			\$ 74	\$ 582
7-Phase 3 Consultation	Varies	16	\$ 47.27	\$ 756	\$ 1,135			\$ 274	\$ 2,165
Jorgensen Supplemental Survey						\$ 3,908.00			\$ 3,908.00
Jorgensen Plats/Legals						\$ 4,817.00			\$ 4,817.00
Huff & Huff						\$ 12,000.00			\$ 12,000.00
SE3						\$ 9,046.00			\$ 9,046.00
Santacruz						\$ 10,200.00			\$ 10,200.00
Totals		531		\$ 24,003	\$ 36,018	\$ 40,605	\$ -	\$ 8,795	\$ 109,421

Exhibit A

SCOPE OF ENGINEERING SERVICES

Lies Road Bike Path Extension Project
From Gary Avenue to Schmale Road

Phase II Final Engineering Services

1. Project Coordination and Data Collection

- a. Attend a Phase II project kick off meeting with IDOT and Village staff to discuss project requirements, scope of work, task list and schedule. (One meeting)
- b. Coordinate the project with private utility companies and incorporate information into the contract plans and specifications.
- c. Conduct utility coordination meetings including field meeting with utilities to discuss potential conflicts, review test hole information, resolve conflicts, and determine relocation schedule. (Two meetings)
- d. Coordinate project with the DuPage County Division of Transportation (DuDOT).
- e. Coordinate project with the Canadian National Railway (CN) and develop trail/rail crossing plans to obtain a construction permit from CN.
- f. Conduct prefinal plan review meeting with IDOT and Village staff. (One meeting)
- g. Conduct Quality Assurance/Quality control field meeting with Village staff during pre-final plan stage to pay particular attention to existing drainage conditions and utilities.
- h. Provide project administration; prepare monthly invoicing and monthly project status reports. (Ten months)

2. Supplemental Field Survey (Jorgensen & Associates)

- a. Conduct additional topographic survey in areas where needed.
- b. Set horizontal control and tie points between Gary Avenue and Schmale Road.

3. Preparation of Prefinal Contract Plans and Documents

- a. It is anticipated that the following sheets would be included in the contract plans:

Sheet Description	No. of Sheets
Title Sheet	1
Index of Sheet, General Notes and Highway Standards	1
Summary of Quantities	2
Existing and Proposed Typical Sections	2
Schedule of Quantities	1
Alignment, Ties and Benchmarks	1
Removal Plan (1"=50')	5
Bikeway and Utility Plan and Profile (1"=50')	5
Construction Staging Plan and Notes	3
Erosion and Sediment Control Plan (1"=50') (SE3, Inc.)	3
Bikeway Marking, Signing & Landscaping Plan (1"=50')	5
Railroad Crossing and Plan Details	2
ADA Details (SE3, Inc.)	2
District One Details	5
Cross Sections (@ 50 ft. stations, 1"=10' horizontal, 1"=5' vertical)	20
Totals	58

- b. Prepare quantities and estimate of construction cost (BDE 213) based on current contract unit prices.
- c. Prepare detailed specifications including status of utilities to be adjusted.
- d. Prepare estimate of time (BDE 220a).
- e. Perform independent Quality Assurance/Quality Control review of plans and calculations. The review will be performed by a member of the consultant design team.
- f. Submit prefinal contract plans, specifications, cost estimate, and estimate of time to IDOT, Village, DuDOT and CN for review.

4. Final Contract Plan and Document Approval

- a. Update final contract plans and documents based on comments received.
- b. Submit final plans, specifications, cost estimate and estimate of time to IDOT, Village, DuDOT and CN.
- c. Perform independent Quality Assurance/Quality Control review of plans, specifications and estimate.
- d. Submit final plans to utility companies and conduct utility relocation reviews.
- e. Process through IDOT final contract plans and documents for a project letting. Use IDOT standard symbology for CADD plan preparation. Submit final plans, specs, cost estimate, and quantity calculations in electronic format (MS Word, Excel, Microstation and PDF format).

5. Permitting

- a. Comply with DuPage County Storm Water Management Ordinance and coordinate with the Village of Carol Stream, a complete waiver community, for stormwater certification.
- b. Submit application for NPDES Permit including Storm Water Pollution Prevention Plan and Notice of Intent.
- c. Perform Preliminary Site Investigation (PSI) for the seven (7) sites determined to be Potentially Impacted Properties (PIPs). As part of the PSI, a CCDD assessment will be performed and the appropriate LPC-662 or LPC-663 Form would be completed with supporting documentation for submittal to CCDD facilities. If exclusion areas are identified, we will recommend appropriate soil reuse and/or disposal at a Subtitle D Sanitary Landfill. The findings of the PSI and CCDD documentation will be utilized to aid in determining associated pay items, special provisions and quantities to include in the bidding documents. (Huff & Huff, Inc.)
- d. Update IDNR through EcoCAT system near close of project to extend the biological resource clearances through Phase II.
- e. Prepare IDOT Local Agency Agreement for Federal Participation (BLR05310).
- f. Assist the Village attorney with filing a petition with The Illinois Commerce Commission (ICC) for a determination regarding the track crossing improvements. TranSystems does not anticipate attending the ICC hearing.

6. Right-of-Way Acquisition Services (Jorgensen and Santacruz Land Acquisitions)

- a. Revise the easement description for Tallgrass Town Square at the NE corner of Lies Road and Gary Avenue to include provisions for a bike path.

7. Phase III Consultation

- a. Provide engineering services to review shop drawings, attend on-site meetings, answer questions about the intent of the design, and offer assistance to make design changes necessary during construction of the project.

**PAYROLL ESCALATION TABLE
 FIXED RAISES**

FIRM NAME
 PRIME/SUPPLEMENT
 Prepared By

TranSystems Corporation
Prime
TranSystems Corporation

DATE 5/31/2018
 PTB-ITEM# Lies Road Bike Path

CONTRACT TERM 18 MONTHS
 START DATE 10/1/2018
 RAISE DATE 4/6/2019

OVERHEAD RATE 150.05%
 COMPLEXITY FACTOR 0
 % OF RAISE 3%

END DATE 3/31/2020

ESCALATION PER YEAR

year	First date	Last date	Months	% of Contract
0	10/1/2018	4/6/2019	6	33.33%
1	4/7/2019	4/6/2020	12	68.67%

The total escalation = 2.00%

PAYROLL RATES

FIRM NAME TranSystems Corporatio **DATE** 10/16/2019
PRIME/SUPPLEMENT Prime
PTB-ITEM # Lies Road Bike Path

ESCALATION FACTOR **2.00%**

Note: Rates should be capped on the AVG 1 tab as necessary

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Engineer 5 (E5)	\$70.00	\$70.00
Engineer 4 (E4)	\$70.00	\$70.00
Engineer 3 (E3)	\$57.82	\$58.98
Engineer 2 (E2)	\$43.49	\$44.36
Engineer 1 (E1)	\$34.35	\$35.04
Planner 5 (P5)	\$70.00	\$70.00
Planner 4 (P4)	\$67.05	\$68.39
Planner 3 (P3)	\$48.04	\$49.00
Architect 4 (AR4)	\$70.00	\$70.00
Architect 3 (AR3)	\$57.26	\$58.41
Architect 2 (AR2)	\$33.95	\$34.63
Architect 1 (AR1)	\$27.42	\$27.97
Environmental Scientist 4 (E)	\$70.00	\$70.00
Industry Specialist 3 (IS3)	\$52.00	\$53.04
Industry Specialist 2 (IS2)	\$38.18	\$38.94
Construction Services 4 (CS)	\$50.82	\$51.84
Technician 3 (T3)	\$30.94	\$31.56
Technician 1 (T1)	\$20.64	\$21.05
Administrative 3 (A3)	\$47.52	\$48.47
Administrative 2 (A2)	\$36.78	\$37.52
Administrative 1 (A1)	\$23.90	\$24.38

AVERAGE HOURLY PROJECT RATES

FIRM
PTB-ITEM#
PRIME/SUPPLEMENT

TranSystems Corporation
Lies Road Bike Path
Prime

DATE 10/16/2019

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			1-Project Coordination			2-Supplemental Survey			3-Pre-Final Engineering			4-Final Engineering			5-Permitting		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Engineer 5 (E5)	70.00	0.0																	
Engineer 4 (E4)	70.00	81.0	15.25%	10.68	13	17.33%	12.13	1	50.00%	35.00	40	14.55%	10.18	18	12.95%	9.06	4	20.00%	14.00
Engineer 3 (E3)	58.98	21.0	3.95%	2.33							13	4.73%	2.79	8	5.76%	3.39			
Engineer 2 (E2)	44.36	221.4	41.70%	18.50	33	44.00%	19.52	1	50.00%	22.18	111	40.36%	17.91	57.41	41.30%	18.32			
Engineer 1 (E1)	35.04	207.6	39.09%	13.70	23	38.67%	13.55				111	40.36%	14.14	55.59	39.99%	14.01			
Planner 5 (P5)	70.00	0.0																	
Planner 4 (P4)	68.39	0.0																	
Planner 3 (P3)	49.00	0.0																	
Architect 4 (AR4)	70.00	0.0																	
Architect 3 (AR3)	58.41	0.0																	
Architect 2 (AR2)	34.63	0.0																	
Architect 1 (AR1)	27.97	0.0																	
Environmental Scientist 4 (S)	70.00	0.0																	
Industry Specialist 3 (IS3)	53.04	0.0																	
Industry Specialist 2 (IS2)	38.94	0.0																	
Construction Services 4 (CS)	51.84	0.0																	
Technician 3 (T3)	31.56	0.0																	
Technician 1 (T1)	21.05	0.0																	
Administrative 3 (A3)	48.47	0.0																	
Administrative 2 (A2)	37.52	0.0																	
Administrative 1 (A1)	24.38	0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
TOTALS		531.0	100%	\$45.20	75.0	100.00%	\$45.20	2.0	100%	\$57.18	275.0	100%	\$45.02	139.0	100%	\$44.79	20.0	100%	\$46.69

Lies Road Bike Path Phase 2

Section: 15-00061-00-BT

Village of Carol Stream

Direct Cost Summary

				<u>Total</u>
1 <u>Project Coordination</u>				
Vehicle Days	0 vehicle @	0 days @ \$ 45.00 per day		\$ -
Mileage	5 trips @	25 miles @ \$ 0.55 per mile		\$ 68.13
Letter Size Copies	20 sheets @	5 copies @ \$ 0.10 per sheet	1 submittals	\$ 10.00
Color Copies	5 sheets @	5 copies @ \$ 1.00 per sheet	1 submittals	\$ 25.00
Full Size Copies	2 sheets @	5 copies @ \$ 0.80 per sheet	1 submittals	\$ 8.00
Mylar	0 sheets @	0 copies @ \$ 9.00 per sheet	0 submittals	\$ -
FedEx / Messenger		5 deliveries @ \$ 20.00 per delivery		\$ 100.00
Legal Notices & Advertising				
		Subtotals		\$ 211.13
2 <u>Supplemental Survey</u>				
Vehicle Days	0 vehicle @	0 days @ \$ 45.00 per day		\$ -
Mileage	0 trips @	0 miles @ \$ 0.55 per mile		\$ -
Letter Size Copies	0 sheets @	0 copies @ \$ 0.10 per sheet	0 submittals	\$ -
Color Copies	0 sheets @	0 copies @ \$ 1.00 per sheet	0 submittals	\$ -
Full Size Plans	0 sheets @	0 copies @ \$ 0.80 per sheet	0 submittals	\$ -
Reduced Size Plans	0 sheets @	0 copies @ \$ 0.20 per sheet	0 submittals	\$ -
Mylar	0 sheets @	0 copies @ \$ 9.00 per sheet	0 submittals	\$ -
FedEx / Messenger		0 deliveries @ \$ 20.00 per delivery		\$ -
Legal Notices & Advertising				
		Subtotals		\$ -
3 <u>Pre-Final Engineering</u>				
Vehicle Days	0 vehicle @	0 days @ \$ 45.00 per day		\$ -
Mileage	0 trips @	0 miles @ \$ 0.55 per mile		\$ -
Letter Size Copies	100 sheets @	5 copies @ \$ 0.10 per sheet	1 submittals	\$ 50.00
Color Copies	0 sheets @	0 copies @ \$ 1.00 per sheet	0 submittals	\$ -
Reduced Size Plans	58 sheets @	15 copies @ \$ 0.20 per sheet	1 submittals	\$ 174.00
Full Size Plans	0 sheets @	0 copies @ \$ 0.80 per sheet	0 submittals	\$ -
Mylar	0 sheets @	0 copies @ \$ 9.00 per sheet	0 submittals	\$ -
FedEx / Messenger		0 deliveries @ \$ 20.00 per delivery		\$ -
Legal Notices & Advertising				
		Subtotals		\$ 224.00
4 <u>Final Engineering</u>				
Vehicle Days	0 vehicle @	0 days @ \$ 45.00 per day		\$ -
Mileage	0 trips @	0 miles @ \$ 0.55 per mile		\$ -
Letter Size Copies	100 sheets @	5 copies @ \$ 0.10 per sheet	1 submittals	\$ 50.00
Color Copies	0 sheets @	0 copies @ \$ 1.00 per sheet	0 submittals	\$ -
Reduced Size Plans	58 sheets @	10 copies @ \$ 0.20 per sheet	1 submittals	\$ 116.00
Full Size Plans	0 sheets @	0 copies @ \$ 0.80 per sheet	0 submittals	\$ -
Mylar	0 sheets @	0 copies @ \$ 9.00 per sheet	0 submittals	\$ -
FedEx / Messenger		0 deliveries @ \$ 20.00 per delivery		\$ -
Legal Notices & Advertising				
		Subtotals		\$ 166.00

Lies Road Bike Path Phase 2
Section: 15-00061-00-BT
Village of Carol Stream
Direct Cost Summary

				<u>Total</u>
5 <u>Permitting</u>				
Vehicle Days	0 vehicle @	0 days @ \$ 45.00 per day		\$ -
Mileage	0 trips @	0 miles @ \$ 0.55 per mile		\$ -
Letter Size Copies	20 sheets @	3 copies @ \$ 0.10 per sheet	1 submittals	\$ 6.00
Color Copies	0 sheets @	0 copies @ \$ 1.00 per sheet	0 submittals	\$ -
Reduced Size Plans	45 sheets @	3 copies @ \$ 0.20 per sheet	1 submittals	\$ 27.00
Full Size Plans	0 sheets @	0 copies @ \$ 0.80 per sheet	0 submittals	\$ -
Mylar	0 sheets @	0 copies @ \$ 9.00 per sheet	0 submittals	\$ -
FedEx / Messenger		0 deliveries @ \$ 20.00 per delivery		\$ -
Legal Notices & Advertising				
Subtotals				\$ 33.00
6 <u>ROW Acquisition</u>				
Vehicle Days	0 vehicle @	0 days @ \$ 45.00 per day		\$ -
Mileage	0 trips @	0 miles @ \$ 0.55 per mile		\$ -
Letter Size Copies	0 sheets @	0 copies @ \$ 0.10 per sheet	0 submittals	\$ -
Color Copies	0 sheets @	0 copies @ \$ 1.00 per sheet	0 submittals	\$ -
Full Size Copies	0 sheets @	0 copies @ \$ 0.80 per sheet	0 submittals	\$ -
Mylar	0 sheets @	0 copies @ \$ 9.00 per sheet	0 submittals	\$ -
FedEx / Messenger		0 deliveries @ \$ 20.00 per delivery		\$ -
Legal Notices & Advertising				
Subtotals				\$ -
7 <u>Phase 3 Consultation</u>				
Vehicle Days	0 vehicle @	0 days @ \$ 45.00 per day		\$ -
Mileage	0 trips @	0 miles @ \$ 0.55 per mile		\$ -
Letter Size Copies	0 sheets @	0 copies @ \$ 0.10 per sheet	0 submittals	\$ -
Color Copies	0 sheets @	0 copies @ \$ 1.00 per sheet	0 submittals	\$ -
Full Size Plans	0 sheets @	0 copies @ \$ 0.80 per sheet	0 submittals	\$ -
Reduced Size Plans	0 sheets @	0 copies @ \$ 0.20 per sheet	0 submittals	\$ -
Mylar	0 sheets @	0 copies @ \$ 9.00 per sheet	0 submittals	\$ -
FedEx / Messenger		0 deliveries @ \$ 20.00 per delivery		\$ -
Legal Notices & Advertising				
Subtotals				\$ -
Totals				\$ 634.13



JORGENSEN & ASSOCIATES, INC.
LAND SURVEYORS
Est. 1990

May 18, 2018

Mr. David W. Block, P.E.
TranSystems Corporation
1475 East Woodfield Road
Suite 600
Schaumburg, Illinois 60173-5440

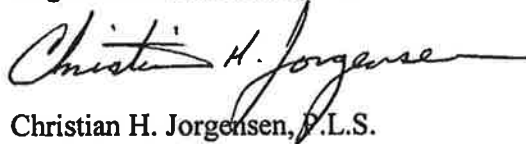
Re: Village of Carol Stream – Lies Road Bike Path Survey Proposal

Dear Mr. Block:

Enclosed, please find our revised proposal to prepare a supplemental topographic survey and a plat of easement for the referenced project. Our proposal is based on your email of May 15th and our telephone conversation.

I would like to thank you for considering Jorgensen & Associates for this project. We look forward to continuing our working relationship with your firm. Should you have any questions, comments or require any further information concerning our proposal, please feel free to call me at (847)356-3371.

Respectfully submitted,
Jorgensen & Associates, Inc.



Christian H. Jorgensen, P.L.S.
President

CHJ/pt

Enclosures

E:\TranSystems\Carol Stream\Lies Rd\Bike Path\Letter

Route: Lies Road Bike Path
Section:
County: DuPage
Job No.:

Exhibit "A"

Payroll Burden & Fringe Costs

	<u>% of Direct Productive Payroll</u>
Federal Insurance Contributions Act _____	11.81%
State Unemployment Compensation _____	0.47%
Federal Unemployment Compensation _____	0.11%
Workmen's Compensation Insurance _____	0.95%
Paid Holidays, Vacation, Sick Leave, Personal Leave _____	9.83%
Bonus _____	11.78%
Pension _____	0.98%
Group Insurance _____	<u>37.83%</u>
Total Payroll Burden & Fringe Costs	73.76%

Route: Lies Road Bike Path
Section:
County: DuPage
Job No.:

Exhibit "B"

Overhead and Indirect Costs

	<u>% of Direct Productive Payroll</u>
Business Insurance _____	4.72%
Depreciation _____	11.00%
Indirect wages and salaries _____	42.74%
Reproductive and printing costs _____	0.23%
Office Supplies _____	2.99%
Computer Costs _____	2.19%
Professional Fees _____	1.94%
Telephone _____	1.89%
Fees, license & dues _____	0.88%
Repairs and maintenance _____	1.77%
Business space rent _____	4.94%
Facilities - capital _____	0.72%
Travel - Meals _____	0.26%
Survey Supplies _____	2.60%
Automobile/travel expense _____	0.41%
Miscellaneous Expense _____	0.76%
State Income Tax _____	1.67%
Postage _____	0.20%
Educational & Professional Registrations _____	0.23%
Gain on Sale of Asset _____	<u>(1.33%)</u>
Total Overhead	80.81%

**PAYROLL ESCALATION TABLE
FIXED RAISES**

FIRM NAME Jorgensen & Associates, Inc.
PRIME/SUPPLEMENT Prime

DATE 05/18/18
PTB NO. _____

CONTRACT TERM 12 MONTHS
START DATE 6/1/2018
RAISE DATE 12/1/2018

OVERHEAD RATE 154.57%
COMPLEXITY FACTOR _____
% OF RAISE 0.00%

ESCALATION PER YEAR

6/1/2018 - 12/1/2018	12/2/2018 - 6/1/2019			
6 ----- 12	6 ----- 12			
= 50.00%	50.00%			
= 1.0000				
The total escalation for this project would be:		0.00%		

AVERAGE HOURLY PROJECT RATES

FIRM Jorgensen & Associates, Inc.
 PSB _____
 PRIME/SUPPLEMENT Prime

DATE 05/18/18

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			(1) Field-Topographic Survey			(2) Office-Compile Field Data			(3) Office-Create Existing Topography Base File			(4) Office-Create T.I.N. & Contours			(5) QC/QA		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Supervisor, P.L.S.	43.00	4	8.51%	3.66				2	50.00%	21.50							2	100.00%	43.00
Survey Party Chief, S.I.T.	27.50	16	34.04%	9.36	16	50.00%	13.75												
Instrument Operator	21.50	16	34.04%	7.32	16	50.00%	10.75												
Cadd Supervisor	31.50	11	23.40%	7.37				2	50.00%	15.75	7	100.00%	31.50	2	100.00%	31.50			
		0																	
		0																	
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TOTALS		47	100%	\$27.71	32	100.00%	\$24.50	4	100%	\$37.25	7	100%	\$31.50	2	100%	\$31.50	2	100%	\$43.00

Route: Lies Road Bike Path
Section:
County: DuPage
Job No.:

**Manhour Breakdown
Topographic Survey Estimate**

Lies Road $\pm 5,280' = \pm 1.000 \text{ mile}$
Total Length $\pm 5,280' = \pm 1.000 \text{ mile}$

1. Field – Topographic Survey

- a. Measure traverse & level circuit
3 hours x 2 men = 6 MH
- b. Supplemental topographic survey
13 hours x 2 men = 26 MH

Sub-total Item #1 32 MH

2. Office - Compile Field Data

- a. Compute traverse & level circuit
2 hours x 1 man = 2 MH
- b. Edit & compile topographic survey
2 hours x 1 man = 2 MH

Sub-total Item #2 4 MH

3. Office - Create Existing Topography Base File

- a. Layout and drafting existing topography
7 hours x 1 man = 7 MH

4. Office - Create T.I.N. & Contours

a. Compute contours
2 hours x 1 man =

2 MH

5. QC/QA

a. Check topographic survey & contours
2 hours x 1 man =

2 MH

Total All Items 47 MH

Route: Lies Road Bike Path
Section:
County: DuPage
Job No.:

**Breakdown of
In House Direct Costs**

Item

1. Field - Topographic Survey

- a. Trips to project site - 2 ea.
 ± 90 miles/trip x 2 trips = ± 180 miles
 ± 180 miles @ \$0.54/mile = \$ 97.20

**PAYROLL ESCALATION TABLE
FIXED RAISES**

FIRM NAME
PRIME/SUPPLEMENT

Jorgensen & Associates, Inc.
Prime

DATE 05/18/18
PTB NO. _____

CONTRACT TERM 12 MONTHS
START DATE 6/1/2018
RAISE DATE 12/1/2018

OVERHEAD RATE 154.57%
COMPLEXITY FACTOR
% OF RAISE 0.00%

ESCALATION PER YEAR

5/1/2018 - 12/1/2018

12/2/2018 - 6/1/2019

6
12

6
12

= 50.00%
= 1.0000

50.00%

The total escalation for this project would be:

0.00%

AVERAGE HOURLY PROJECT RATES

FIRM Jorgensen & Associates, Inc.
 PSB _____
 PRIME/SUPPLEMENT Prime

DATE 06/18/18

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			(1) Pre-Survey Phase			(2) Reconnaissance Survey			(3) Project Survey Plan			(4) First Submittal Plat of Easement & Description			(5) Survey (Field)		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Supervisor, P.L.S.	43.00	12	25.53%	10.98									3	27.27%	11.73				
Survey Party Chief, S.I.T.	27.50	11	23.40%	6.44				2	50.00%	13.75							9	50.00%	13.75
Instrument Operator	21.50	11	23.40%	5.03				2	50.00%	10.75							9	50.00%	10.75
Cadd Supervisor	31.50	13	27.66%	8.71	1	100.00%	31.50				1	100.00%	31.50	8	72.73%	22.91			
		0																	
		0																	
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		0																	
TOTALS		47	100%	\$31.16	1	100.00%	\$31.50	4	100%	\$24.50	1	100%	\$31.50	11	100%	\$34.64	18	100%	\$24.50

Route: Lies Road Bike Path
 Section:
 County: DuPage
 Job No.:

**Manhour Breakdown
 Land Acquisition Estimate**

Length of Project

Lies Road = + 5,280' = + 1.000 mile
 Total Length = + 5,280' = + 1.000 mile

1 Parcel: 1 Permanent Easement

1. Pre-Survey Phase
 Research available records

- a. Title Co.)
- b. Recorder's Office)
- c. I.D.O.T.)
- d. Utilities)
- e. Private Surveyors)
- f. Land Owners) 1 MH

Sub-total Item # 1 1 MH

2. Reconnaissance Survey

2 hours x 2 men = 4 MH

3.	Project Survey Plan	<u>± 2,640'</u> /sheet – 1 sheet	
a.	Alignment info)	
)	
b.	Existing R.O.W. info)	
)	
c.	Land line data)	
)	
d.	Subdivision data)	<u>1 MH</u>
		Sub-total Item #3	1 MH
4.	First Submittal Plat of Easement & Description		
a.	Ownership info)	
)	
b.	Total holding boundaries)	
)	
c.	Total holding area listing)	1 MH
)	
d.	Private survey info)	
)	
e.	Deed calculated closures)	
)	
f.	Layout and drafting	<u>± 2 sheets</u>	
	8 hours x 1 man =		8 MH
g.	Write certificates		1 MH
h.	Legal descriptions	1 description	<u>1 MH</u>
		Sub-total Item #4	11 MH
5.	Survey (Field)		
a.	Measure existing R.O.W., property & section lines		
	7 hours x 2 men =		14 MH
b.	Monument proposed easement line		
	2 hours x 2 men =		<u>4 MH</u>
		Sub-total Item #5	18 MH

6.	Survey (Office)	
	a. Compute traverse 1 hour x 1 man =	1 MH
	b. Compute existing R.O.W. & property lines 5 hours x 1 man =	5 MH
	c. Compute proposed easement 1 hour x 1 man =	<u>1 MH</u>
	Sub-total Item #6	7 MH
7.	Final Submittal Plat of Easement & Description	
	a. Final drafting \pm 2 sheets 1 hour x 1 man =	1 MH
8.	QC/QA	
	a. Check preliminary plat of easement 2 sheets	2 MH
	b. Check preliminary legal description 1 legal description	1 MH
	c. Check final plats 2 sheets	<u>1 MH</u>
	Total All Items	47 MH

Route: Lies Road Bike Road
Section:
County: DuPage
Job No.:

**Breakdown of
In House Direct Costs**

Item

4. First Submittal Plat of Easement & Description

a. Plat of Easement Mylars
2 sheets @ \$5.00/sheet = \$ 10.00

5. Survey (Field)

a. Trips to project site - 2 ea.
+ 90 miles/trip x 2 trips = + 180 miles
+ 180 miles @ \$0.54/mile = \$ 97.20

Total All Items \$ 107.20

Route: Lies Road Bike Path
Section:
County: DuPage
Job No.:

**Breakdown of
Services By Others**

Item

1. Pre-Survey Phase

a. Commitments for Title Insurance	
1 Commitment @ \$425.00 each =	\$ 425.00



A Subsidiary of GZA

GEO TECHNICAL
ENVIRONMENTAL
ECOLOGICAL
WATER
CONSTRUCTION
MANAGEMENT

915 Harger Road
Suite 320
Oak Brook, IL 60521
T: 630.684.9100
F: 630.684.9120
www.huffnhuff.com
www.gza.com



May 16, 2018

via email: dwblock@transystems.com

Mr. David W. Block, P.E.
Project Manager – Senior Professional Partner
TranSystems Corporation
1475 East Woodfield Road, Suite 600
Schaumburg, IL 60173-5440

**Re: Phase II Environmental Services – Lies Road Trail (Gary Avenue to Schmale Road)
Village of Carol Stream, DuPage County, Illinois
Proposal No. 81.PT00037.19**

Dear Mr. Block:

Huff & Huff, Inc., a subsidiary of GZA GeoEnvironmental, Inc. (Consultant) is pleased to submit this proposal to complete a Preliminary Site Investigation (PSI) including documentation for off-site final disposition of spoils at a clean construction and demolition debris (CCDD) facility for the Lies Road Trail Project. This proposal presents our project understanding and the scope of services.

Consultant previously completed the Preliminary Environmental Site Assessment (PESA) for the project, dated August 2016. The findings of the PESA indicate that seven (7) sites were identified as potentially impacted properties (PIPs) that have the potential to affect the proposed construction, including the following:

Site Name	PESA Map ID	Address	Reason(s)
Tall Grass Center / Parkview Commons / Unknown	1	100-129 E. Lies Rd. E (N & S side of E. Lies Rd.), Carol Stream	Spill/release of motor oil at E. Lies Rd. & Gary Ave. intersection
Railroad Tracks	6	~265 E. Lies Rd., Carol Stream (on corridor)	Potential for historic pesticide / herbicide use
Mold-Tech Midwest / Rawal	7	279 E. Lies Rd., Carol Stream	FINDS/FRS; ICIS; RCRA (LQG) for corrosives, ignitables, spent nonhalogenated solvents, electroplating wastewater/sludge; RCRA (TSD)
Bard Brachytherapy	10	295 E. Lies Rd., Carol Stream	FINDS/FRS; RCRA (CESQG) of mercury, lead, corrosives, ignitables
Niven / Duke Construction / Expo Project Consolidation Center / Commercial Products Group	13	815-955 Kimberly Dr., Carol Stream	RCRA (CESQG) of ignitables, mercury, benzene, MEK, spent nonhalogenated solvents
Ingram Micro / Gainey Transportation	15	343-373 & 415 E. Lies Rd., Carol Stream	Spill/release of diesel from saddle tank on truck along Project Corridor
FIC America Corp	17	485 E. Lies Rd., Carol Stream	FINDS/FRS; ICIS; RCRA (CESQG) of chromium, ignitables



1. SCOPE OF SERVICES

H&H will provide the following scope of services for the proposed project:

Task 1 – Preliminary Site Investigation (PSI) and CCDD

The PSI will include a PESA update section due to the date of the original PESA to confirm the original findings, consistent with Bureau of Local Roads & Streets Special Environmental Studies – Federal Funds Manual since more than 180 days and less than 3 years have elapsed since the last examination of the project for special waste. This is a minimal effort to include a new database review in comparison to the prior effort.

A. Soil Borings and Soil Sampling

It is anticipated that one day of field effort will be required to complete a series of hand auger soil borings to depths consistent with the proposed construction, currently understood to be less than 3-feet deep. To address the findings of the PESA, up to ten (10) hand auger borings are proposed with sampling consistent with contaminants of concern associated with the PIPs. In addition, up to an additional four (4) hand auger borings are proposed for full coverage of the project corridor for CCDD documentation purposes with laboratory analysis for soil pH only.

All borings are proposed outside of the existing railroad right-of-way (ROW) and therefore, we do not anticipate the need for railroad ROW access, railroad protective liability insurance, or flagger services.

B. Analytical

Laboratory analysis of soil samples is proposed to be consistent with constituents of concern (COCs) as determined from the PESA as presented below. Boring locations where petroleum products or other volatile organic compounds represent the primary concern, samples will be field screened with a photoionization detector (PID). The sample with the highest PID reading in each boring will be analyzed for:

- **Volatile Organic Compounds** (up to 6 samples) – VOCs are volatile compounds found in gasoline and related to various solvents;
- **Benzene, toluene, ethylbenzene, and total xylenes (BTEX) and methyl-tert-butyl-ether (MTBE)** (up to 3 samples) – BTEX / MTBE are volatile compounds found in gasoline;
- **Semi-Volatile Organic Compounds (SVOCs) or Polynuclear Aromatic Hydrocarbons (PNAs)** (up to 2 SVOC and 7 PNA samples) SVOCs are semi-volatile compounds commonly formed during incomplete combustion of organic compounds. PNAs are a subset of SVOCs and can be formed by the combustion of wood, coal, and petroleum products. They are also found in less refined, nonvolatile petroleum products and can be used to identify potential for diesel or fuel oil contamination in soil.

Other field screening factors such as visual, or proximity to potential sources of known contamination to determine which samples will be analyzed to identify the presence of:

- **RCRA Metals, total and SPLP/TCLP methods** (up to 7 samples) – Federal environmental regulations identify eight (8) heavy metals as hazardous if present in a *solid waste* at concentrations above varying threshold concentrations. Samples will be analyzed for select RCRA Metals, some of which may require further SPLP or TCLP analysis to determine compliance with the CCDD maximum allowable concentrations (MACs) (up to 3 samples); and



- **Pesticides and Herbicides** (up to 1 sample) – Pesticides and herbicides have historically been utilized along railroad corridors.

In addition, soil samples will be analyzed for soil pH from each boring location, analyzed with a field meter consistent with CCDD sampling requirements with select pH samples submitted for laboratory analysis (up to 14).

C. PSI Report Preparation

A report summarizing the results of the soil sample collection activities and analytical results will be prepared. This document will present information pertinent for the bidding documents regarding conditions of soils tested, handling and final disposition considerations.

D. CCDD (LPC-Form) Documentation

The soil sample results will be compared to the Maximum Allowable Concentrations (MACs) associated with CCDD facility acceptance, including the soil pH range of 6.25 to 9.0. If results achieve the MAC values, H&H will prepare the LPC-663 document that will be signed/stamped by the H&H. This proposal assumes the potential for requiring a separate form for each area to account for this currently unknown situation.

Any locations that do not achieve the MACs (including soil pH range) will be identified as exclusion zones, not acceptable for CCDD facility disposal.

Task 2 – Project Management

Time under this task includes project administration and management activities that include cost and schedule tracking, coordination with Client on authorized activities, memo production and other in-house management activities, and project closeout.

Task 3 – QA/QC

Time under this task includes QA/QC time for the PSI report and CCDD documentation as described above.

2. LEVEL OF EFFORT AND SCHEDULE

The fee associated with the proposed scope of services is presented on the attached IDOT cost plus fixed fee (CPFF) spreadsheets and is estimated at \$11,999.86 for the scope identified above. Work will commence within 5 business days of project approval, with a target completion date of six weeks from the date of approval.

3. TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

CONDITIONS OF ENGAGEMENT

The conditions of engagement are described in the attached Terms and Conditions for Professional Services. H&H's report will be prepared on behalf of and for the exclusive use of Client. Client acknowledges and agrees that the report and the findings in the report shall not, in whole or in part, be disseminated or conveyed to any other party, or used or relied upon by any other party, in whole or in part, except for the specific purpose and to the specific parties alluded to above, without the written consent of H&H. H&H would be pleased to discuss the conditions associated with any additional dissemination, use, or reliance by other parties.



**Payroll Escalation Table
Fixed Raises**

FIRM NAME Huff & Huff, Inc.
PRIME/SUPPLEMENT TranSystems Corporation

DATE 5/16/2018
PTB NO. _____

CONTRACT TERM 12 MONTHS
START DATE 6/1/2018
RAISE DATE 3/1/2019

OVERHEAD RATE 186.64%
COMPLEXITY FACTOR 0
% OF RAISE 3.00%

ESCALATION PER YEAR

6/1/2018 - 3/1/2019	3/2/2019 - 6/1/2019			
9 ----- 12	3 ----- 12	-----	-----	-----
= 75.00%	25.75%			

The total escalation for this project would be: 0.75%



**Cost Estimate of
Consultant Services
(CPFF)**

Firm Huff & Huff, Inc.
 Route Lies Road Trail
 Section Gary to Schmale
 County DuPage
 Job No. _____
 PTB & Item _____

Date 5/16/2018

Overhead Rate 186.64%

Complexity Factor 0

Item	Manhours	Payroll	Overhead & Fringe Benefits	In-House Direct Costs	Fixed Fee	Outside Direct Costs	Services By Others	Total	% of Grand Total
PSI/CCDD	65	2,060.13	3,845.02	153.40	878.49	3,955.00	0.00	10,892.03	90.77%
Project Management	2	87.31	162.96	0.00	36.29	0.00	0.00	286.55	2.39%
QAQC	5	250.23	467.03	0.00	104.00	0.00	0.00	821.27	6.84%
TOTALS	72	2,397.67	4,475.01	153.40	1,018.78	3,955.00	0.00	11,999.86	100.00%

Method of Compensation:

- 14.5%[DL + R(DL) + OH(DL) + IHDC]
- 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
- 14.5%[(2.3 + R)DL + IHDC]
- Specific Rate
- Lump Sum



Average Hourly Project Rates

Route Lies Road Trail
 Section Gary to Schmale
 County DuPage
 Job No. _____
 PTB/Item _____

Consultant Huff & Huff, Inc.

Date 5/16/2018

Sheet 1 OF 1

Payroll Classification	Avg Hourly Rates	Total Project Rates			PSI/CCDD			Project Management			QAQC			Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg						
Senior Principal	70.00	0																	
Principal	70.00	0																	
Associate Principal II	70.00	0																	
Associate Principal I	59.63	2	2.78%	1.66							2	40.00%	23.85						
Senior Consultant	67.68	0																	
Senior Geotechnical Consultant	63.34	0																	
Senior Project Manager III	60.45	0																	
Senior Project Manager II	46.06	0																	
Senior Landscape Architect	52.50	0																	
Senior Planning PM	50.27	0																	
Senior Geologist PM	43.65	5	6.94%	3.03				2	100.00%	43.65	3	60.00%	26.19						
Senior Technical Specialist	44.97	0																	
Senior Scientist PM II	46.49	0																	
Senior Scientist PM I	39.75	0																	
Senior Technical Scientist	37.22	0																	
Senior CADD Specialist	34.00	4	5.56%	1.89	4	6.15%	2.09												
Scientist PM	42.57	0																	
Engineer PM II	42.56	0																	
Engineer PM I	36.45	0																	
Planning PM	35.41	0																	
Architect PM	37.82	0																	
Assistant PM Engineer II	39.31	0																	
Assistant PM Engineer I	35.00	30	41.67%	14.58	30	46.15%	16.15												
Assistant PM Scientist	28.20	30	41.67%	11.75	30	46.15%	13.02												
Engineer I	34.39	0																	
Scientist E1	27.18	0																	
Scientist E2	23.43	0																	
Administrative Managers	40.87	0																	
Senior Administrative Assistant	28.10	1	1.39%	0.39	1	1.54%	0.43												
Intern	15.11	0																	
TOTALS		72	100%	\$33.30	65	100%	\$31.69	2	100%	\$43.65	5	100%	\$50.05	0	0%	\$0.00	0	0%	\$0.00

HUFF & HUFF, INC.
SUMMARY OF INHOUSE DIRECT COSTS

Project: TranSystems Lies Trail PSI/CCDD

DIRECT

Task 01 - PSI/CCDD

Trips - Company	40 miles	x	2	x	\$ 0.545	=	\$	43.60
Tolls			4	x	\$ 1.50	=	\$	6.00
Reproduction	2 sets	x	175	x	\$ 0.03	=	\$	10.50
Color copies	2 sets	x	15	x	\$ 0.11	=	\$	3.30
Field Kit	1 day	x	1	x	\$ 30.00	=	\$	30.00
pH Meter	1 day	x	1	x	\$ 10.00	=	\$	10.00
PID meter	1 day	x	1	x	\$ 50.00	=	\$	50.00
Task Total								\$ 153.40

Task 02 - Project Management

			0	x	\$ -	=	\$	-
Task Total								\$ -

Task 03 - QAQC

			0	x	\$ -	=	\$	-
Task Total								\$ -

GRAND TOTAL \$ 153.40

HUFF & HUFF, INC.
SUMMARY OF OUTSIDE DIRECT COSTS
 Project: TranSystems Lies Trail PSI/CCDD

OUTSIDE

Task 01 - PSI/CCDD

Analytical					
VOC	6 x	\$ 155.00	=	\$	930.00
BTEX	3 x	\$ 65.00	=	\$	195.00
SVOC	2 x	\$ 210.00	=	\$	420.00
PNA	7 x	\$ 105.00	=	\$	735.00
RCRA total	7 x	\$ 85.00	=	\$	595.00
RCRA splp	3 x	\$ 110.00	=	\$	330.00
Pests/Herbs	1 x	\$ 295.00	=	\$	295.00
pH	14 x	\$ 20.00	=	\$	280.00
Records Search	1 x	\$ 175.00	=	\$	175.00
	0 x	\$ -	=	\$	-
					Task Total
					\$ 3,955.00

Task 02 - Project Management

	0 x	\$ -	=	\$	-
					Task Total
					\$ -

Task 03 - QAQC

	0 x	\$ -	=	\$	-
					Task Total
					\$ -

GRAND TOTAL \$ 3,955.00

HUFF & HUFF, INC.
SUMMARY OF SERVICES BY OTHERS
 Project: TranSystems Lies Trail PSI/CCDD

				<u>OUTSIDE</u>
Task 01 - PSI/CCDD _____	0 x	\$ -	= \$	-
		Task Total	\$	-
Task 02 - Project Management _____	0 x	\$ -	= \$	-
		Task Total	\$	-
Task 03 - QAQC _____	0 x	\$ -	= \$	-
		Task Total	\$	-
GRAND TOTAL				\$ -

SE3, LLC
SCOPE OF ENGINEERING SERVICES

Lies Road Bike Path Extension Project
From Gary Avenue to Schmale Road

Phase II Final Engineering Services

General

- a. TranSystems will supply topographic survey, existing right-of-way information, utility atlases, existing public/private utility information, proposed bike path geometry and all other information necessary to complete the proposed improvement drawings.
- b. Erosion control permitting for the Storm Water Pollution Prevention Plan (SWPPP) will be prepared by TranSystems.

Task 1 - Field Checks/Meetings

- a. This task includes one field visit by the Project Manager and Project Engineer to conduct a plan-in-hand review.
- b. One meeting is assumed at the office of TranSystems in Schaumburg IL for discussion of Final Contract Plan review comments. This meeting will be attended by the Project Manager.

Task 2 - Final Contract Plans and Document Approval

- a. Prepare ADA ramp details at a scale of 1" = 5 feet for the intersection of Lies Road with:
 1. Gary Avenue (NW and NE Intersection Quadrants)
 2. N. Schmale Road (NW Intersection Quadrant)
 3. Railroad crossing near Sta 1013+65 (NE and NW Quadrants)
- b. Prepare ADA ramp details at a scale of 1" = 5 feet at the following commercial driveways along Lies Road:
 1. Driveway near Sta 1005+80 (NW and NE Quadrants)
 2. Driveway near Sta 1010+00 (NW and NE Quadrants)
 3. Driveway near Sta 1012+60 (NW and NE Quadrants)
 4. Driveway near Sta 1014+90 (NW and NE Quadrants)
 5. Driveway near Sta 1017+90 (NW and NE Quadrants)
 6. Driveway near Sta 1019+80 (NW and NE Quadrants)
 7. Driveway near Sta 1023+10 (NW and NE Quadrants)
 8. Driveway near Sta 1025+00 (NW and NE Quadrants)
 9. Driveway near Sta 1031+70 (NW and NE Quadrants)
 10. Driveway near Sta 1038+77 (NW and NE Quadrants)
 11. Driveway near Sta 1044+50 (NW and NE Quadrants)
 12. Driveway near Sta 1045+90 (NW and NE Quadrants)
 13. Driveway near Sta 1051+80 (NW and NE Quadrants)
- c. Prepare Erosion Control sheets at a scale of 1" = 50 feet for the proposed improvements.
 1. 3 Dual Plan view sheets are anticipated
 2. Prepare special provisions, if required, in accordance with IDOT District I Requirements.

Task 3 - Opinion of Probable Construction Cost

- a. Prepare quality calculations and Opinion of Probable Construction Cost for the Erosion Control improvements.

Task 4 - Quality Control

- a. Perform in-house peer and milestone reviews by senior staff before pre-final and final submittals.

Task 5 - Administration

- a. This task will include overall project coordination, administration and work force planning/allocation. Monthly invoices (Ten months) will be prepared and submitted to TranSystems.
- b. It is assumed that monthly progress reports will not be required.

**PAYROLL ESCALATION TABLE
 FIXED RAISES**

FIRM NAME SE3, LLC
 PRIME/SUPPLEMENT Prime
 Prepared By Steve Schuessler

DATE 5/17/2018
 PTB-ITEM# N/A

CONTRACT TERM 10 MONTHS
 START DATE 7/1/2018
 RAISE DATE 1/1/2019

OVERHEAD RATE 112.02%
 COMPLEXITY FACTOR 0
 % OF RAISE 3%

END DATE 4/30/2019

ESCALATION PER YEAR

year	First date	Last date	Months	% of Contract
0	7/1/2018	1/1/2019	6	60.00%
1	1/2/2019	5/1/2019	4	41.20%

The total escalation = 1.20%

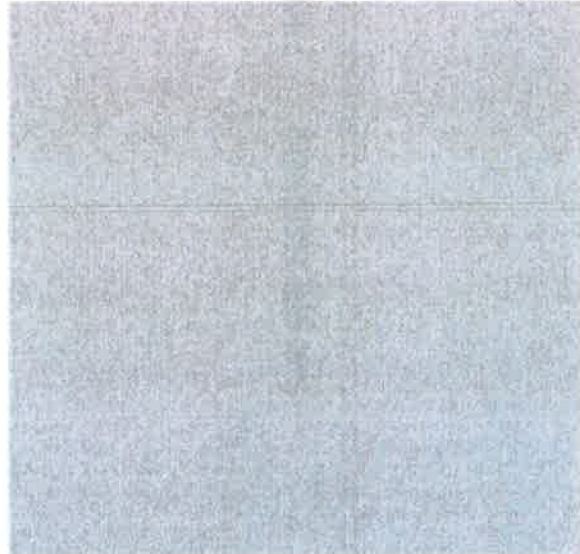
PAYROLL RATES

FIRM NAME SE3, LLC **DATE** 5/17/2018
PRIME/SUPPLEMENT Prime
PTB-ITEM # N/A

ESCALATION FACTOR **1.20%**

Note: Rates should be capped on the AVG 1 tab as necessary

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Principal	\$96.16	\$97.31
Senior Project Manager	\$62.16	\$62.91
Project Manager	\$51.50	\$52.12
Project Engineer	\$40.22	\$40.70
Staff Engineer	\$30.02	\$30.38
Technician	\$40.16	\$40.64
Administrative Assistant	\$21.33	\$21.59
Intern	\$21.67	\$21.93



COST PLUS FIXED FEE COST ESTIMATE OF CONSULTANT SERVICES

Bureau of Design and Environment
Prepared By: Consultant

FIRM SE3, LLC
PTB-ITEM # N/A
PRIME/SUPPLEMENT Prime

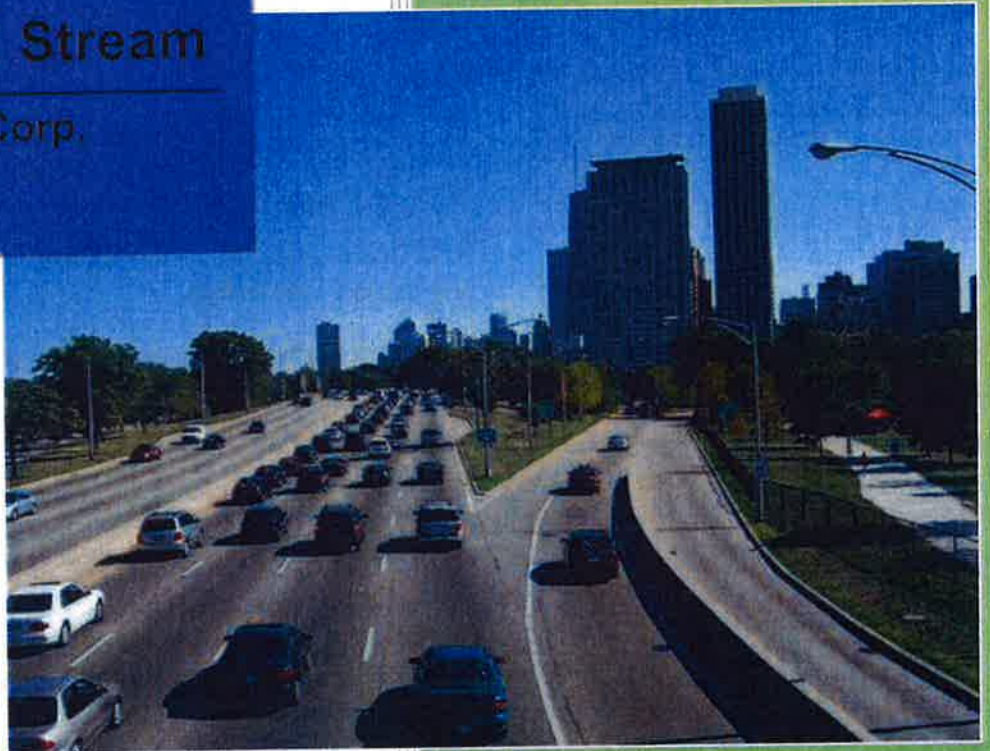
DATE 5/17/2018
OVERHEAD RATE 112.02%
COMPLEXITY FACTOR 0

ITEM	MANHOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENF (C)	DIRECT COSTS (D)	FIXED FEE (E)	SERVICES BY OTHERS (G)	TOTAL (B-G)	% OF GRAND TOTAL
Field Checks/Meetings	8	383	429		118		930	10.28%
ADA Details	62	2,339	2,620	65	728		5,752	63.59%
Erosion Control Plans	8	325	364		100		789	8.72%
Estimate of Probable Cost	2	81	91		25		197	2.18%
QA/QC	4	252	282		77		611	6.75%
Admin	9	316	354		97		767	8.48%
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TOTALS	93	3,696	4,140	65	1,146	-	9,046	100.00%

PROPOSAL FOR LAND ACQUISITION SERVICES

Village of Carol Stream

Transystems Corp.



Lies Road Bike Path

**Santacruz Land
Acquisitions**

222 Northfield Road · Suite 201
Northfield, IL 60093
www.santacruz-associates.com

Contact:

J. Steve Santacruz
847-868-9620

jsteve@santacruz-associates.com

1

EXECUTIVE SUMMARY

Having extensive experience with right of way projects, we understand the importance of keeping on schedule. On-time lettings gives the Village of Carol Stream, the Local Public Agency (“LPA”) the best use of its resources and strengthens the efficiencies in the implementation of its roadway improvement program. To achieve your goals, it is critical that your land acquisition consultant understands the importance and addresses three critical issues in your acquisition of right of way:

- Deliver the right of way on-time to meet the letting
- Manage the acquisition risks, including the cost of condemnation litigation
- Compliance with the Uniform Relocation Assistance and Real Property Act of 1970, as amended (Uniform Act), IDOT land acquisition policies and procedures and FWA policies.

CRITICAL ISSUE 1: DELIVER THE RIGHT-OF-WAY ON-TIME TO MEET LETTING

Delivery of right of way on-time keeps the project on its letting schedule. We understand that nothing is more important to the LPA. We also know that keeping the land acquisition on-time and within budget is a measurement of success for the LPA. When a project does not meet its letting schedule, we know it can impact the budget for the LPA, causing scheduling conflicts with potential contractors and also affect other economic factors which govern the delivery of the overall roadway improvement program for the LPA.

Our solution is to assemble a team of industry leading right of way professionals that have years of experience working on land acquisition projects with the understanding of what needs to be done to complete an acquisition on time.

Santacruz Land Acquisitions will work with the staff for the LPA and/or Transystems Corp., Engineer for the LPA, (“Consultant”) to develop a land acquisition plan for the construction of the Lies Road Bike Path (the “Project”) to assure that the goals are met. Beginning with waiver valuations on the appraisal side, we look for ways to reduce the time on the acquisition cycle. With years of right of way acquisition work, we have a large database of real estate representatives for corporate acquisitions to cut down the time spent in the initial steps of locating the real estate representative for each property.

All of these efficiencies lead to ways in which we minimize our time with an acquisition and translate to your project staying on schedule.

CRITICAL ISSUE 2: MANAGE THE ACQUISITION RISKS

Equally important as the scheduled letting is the acquisition budget for the Project. Cost overruns can jeopardize a project from moving forward. Because real estate costs can represent a significant portion of the budget for a transportation project, our team will suggest ways to minimize impacts and reduce costs in challenging acquisitions. We will also work with the LPA to minimize the condemnation referrals that impact the budget for this Project. By the same token, our team will quickly identify parcels in the very beginning of the process that have title issues that can only be resolved through condemnation.

Through experience, we know that a portion of the parcels will need to be acquired through condemnation. As such, your land acquisition consultant needs to have knowledge of the legal requirements necessary to position an agency for condemnation. Our team possesses that knowledge and has years of experience providing "expert witness" testimony in these matters.

Santacruz Land Acquisitions is made up of skilled right of way professionals with a vast background in real estate and civil engineering with respect to transportation projects which gives us the ability to recognize issues and resolve them before they create delays.

CRITICAL ISSUE 3: COMPLIANCE WITH GOVERNMENT REGULATIONS

All land acquisition services must be performed in accordance with the Uniform Relocation Assistance and Real Property Act of 1970, as amended (Uniform Act). In addition, we are familiar with IDOT's land acquisition guidelines, policies and procedures.

WHY SANTACRUZ LAND ACQUISITIONS?

As you review our proposal, you will see that the team that Santacruz Land Acquisitions has assembled is versatile, experienced and qualified to deliver the full scope of the land acquisition needs for the LPA. What sets apart our team is:

- Years of successful on-time delivery of right of way and acquisition services to various other agencies
- Diverse set of real estate acquisition disciplines including backgrounds in law and civil engineering
- Extensive experience with complex valuations and acquisitions
- Title review experience, including familiarity with all types of recorded documents affecting real estate and knowledge on how to clear title
- Experience in reviewing plats and legal descriptions, as well as an ability to review and understand roadway construction plans
- Expertise with the Uniform Relocation Assistance and Real Property Act of 1970, as amended (Uniform Act), Illinois Eminent Domain Act (735 ILCS 30), IDOT Land Acquisition Guidelines
- Familiarity with IDOT policies and procedures related to land acquisition and appraisals.

Our solution is to apply our team's extensive collective decades of experience complying with federal and state laws and maximizing the team's knowledge of the land acquisition policies of IDOT.

ADDITIONAL COMPONENT OF OUR PROPOSAL: BEP UTILIZATION

Santacruz Land Acquisitions is a BEP with Central Management Services, a DBE with IDOT and an MBE with Cook County and the City of Chicago.

TEAM ORGANIZATION

Santacruz Land Acquisitions has assembled a versatile team of professional right of way consultants with the experience to deliver successful land acquisition services and meet the letting dates of the project. J. Steve Santacruz, President of Santacruz Associates Ltd. d/b/a Santacruz Land Acquisitions will lead the team as Project Manager. The team brings a wealth of experience in land acquisition for governmental agencies and related real estate law and civil engineering disciplines to assure the proper handling of even the most complicated of acquisitions. Additionally, the key members of the Santacruz Land Acquisitions team have collaborated in the past on projects.

SUMMARY

With a long history of successful delivery of a variety of right of way projects on-time, within budget and to our client's satisfaction, we look forward to the opportunity to assist the LPA with its land acquisition needs

COMPENSATION

Santacruz Land Acquisitions shall be entitled to the compensation as shown on the attached schedule. Our cost proposal, based on one (1) projected parcels of right-of-way, is as follows:

<u>APPRAISALS/WAIVERS:</u>	\$3,500.00.
<u>REVIEW APPRAISALS:</u>	\$1,500.00.
<u>NEGOTIATIONS:</u>	\$3,700.00.

As directed, Santacruz Land Acquisitions shall invoice the LPA or Consultant for any fees and charges related to the acquisitions including, without limitation, (i) the cost of the later date title commitments, (ii) the cost of title insurance

policies obtained on the parcels to be acquired, (iii) the cost of recording any necessary documents to complete the conveyance and obtain clear title, (iv) lender's fees related to the processing of any partial releases needed to provide clear title, and (v) land trustee processing fees. Santacruz Land Acquisitions shall include \$500.00 per parcel for these charges. Santacruz Land Acquisitions shall pay any such fees and charges in excess of the \$500.00 per parcel allowance for which Santacruz Land Acquisitions shall be entitled to additional compensation in the amount of any such payments pursuant to a separate work order issued.

Santacruz Land Acquisitions will attend and/or participate in up to four (4) hours of meetings and conference calls for consultations on the project. This will include, without limitation, kick-off meetings, planning discussions, project strategy development and review of parcels with acquisition challenges.

Based on the projected total number of parcels of right-of-way to be acquired for the Project, the land acquisition negotiation services provided herein are offered a cost not to exceed of \$10,200.00 as follows:

Land Acquisition Services	\$8,700.00
Consultation/Meeting Services	\$1,000.00
Direct Billable Expenses	\$500.00

2

TECHNICAL APPROACH

Santacruz Land Acquisitions shall perform all necessary services in the preparation of appraisals and review appraisals and the negotiation of the acquisition of necessary properties required for the completion of the Project. All services shall be performed at the direction of the LPA and Consultant in accordance with the policies and procedures of IDOT, as applicable, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("Uniform Act"), as amended (49 CFR Part 24), the Illinois Eminent Domain Act (735 ILCS 30) ("Eminent Domain Act") and the Illinois Code of Civil Procedure ("Code of Civil Procedure").

Santacruz Land Acquisitions will review the highway construction plans with the LPA and/or the Consultant to understand the nature and purpose of the project.

Santacruz Land Acquisitions agrees to perform the services as set forth herein as well as furnish and deliver to the LPA the final reports accompanied by all necessary documents needed for recordation and/or necessary for eminent domain proceedings. **The process described in this section has been the roadmap to many successful right of way projects for Santacruz Land Acquisitions helping us help you keep your projects on-time and within budget.**

LAND ACQUISITION CRITICAL PATH STEPS – "OUR ROAD MAP"

Task 1: Notice to Proceed

Our services start within one week (or sooner, if requested) of an authorization to proceed from the LPA.

Task 2: Kick-off Meeting

Santacruz Land Acquisitions will meet with the LPA and/or Consultant to discuss the Project, identify issues and develop any necessary strategies to assure the timely completion of the Project. At that time, we will identify the subconsultants that shall be assigned to the Project to perform the appraisal and review appraisal functions.

Task 3: Delivery and Review of Project Information

The LPA or Consultant will provide Santacruz Land Acquisitions with plats of highway, legal descriptions, the most recent title commitments and any other pertinent information regarding the property owner for each parcel assigned for acquisition. In addition, the LPA or Consultant will also provide us with a set of project plans, including, (i) plan and profile, (ii) drainage and utilities, (iii) pavement markings and (iv) cross sections.

Task 4: Introductory Notice to Owners

The assigned Appraiser will notify the property owner of the proposed taking and the beginning the valuation process of the property. The notice will invite the property owner to be present during the inspection by the appraiser.

Task 5: Appraisal

All appraisal work shall be completed within the time frame provided by the LPA at the time the project is assigned.

The Appraiser will review the plat of highways and the construction plans to determine the type of appraisal to be used for each parcel. The Appraiser shall make a detailed inspection of the properties and make such investigations and studies as are consistent with industry standard and necessary to derive sound conclusions for the preparation of appraisal reports.

The Appraiser shall assist in analyzing and responding to valuation information provided by a property owner in support of a counter offer. At the request of the LPA or Consultant, Santacruz Land Acquisitions will furnish and deliver updated or revised appraisals resulting from a revision to the right of way or for condemnation purposes.

We understand that appearances in court and/or pretrial conferences, which may include depositions, and preparation for litigation or pre-trial conferences may be required by the LPA so that it may complete the acquisition of the property through condemnation. In such case, at the request of the LPA or its trial counsel, the Appraiser assigned to appraise the parcel shall make any such appearances or complete such preparation work in order to assist with this process. Such requests will be pursuant to a separate work order.

Task 6: Review Appraisal

All appraisals will be reviewed by the Review Appraiser assuring that all items affecting the value of the property have been considered in the appraisal.

The Review Appraiser will complete the Right of Way Appraisal Review Certification (using the form designated by IDOT) and a copy will be attached to the appraisal delivered by Santacruz Land Acquisitions.

At the request of the LPA or Consultant, Santacruz Land Acquisitions will furnish and deliver updated or revised appraisals and/or reviews resulting from a revision to the right of way or for condemnation purposes. Such requests will be pursuant to a separate work order.

Task 7: Negotiation and Acquisition

All negotiations and acquisition services shall be provided by Santacruz Land Acquisitions after approval by the LPA of the amount of just compensation to be offered to the property owner.

The Negotiator will not have any authority to determine administrative settlements. The Negotiator will consult with the LPA for approval of any counter offers and upon acceptance by the LPA of any such counter offer, Santacruz Land

Acquisitions will prepare the necessary documentation for administrative settlement.

Prior to the start of negotiations, the Negotiator will review the plats of highway and appraisals for each parcel before the start of negotiations with a property owner to understand the valuation and impact to the property. Santacruz Land Acquisitions will review the title commitment provided for each parcel to determine the liens and encumbrances that will need to be addressed in order to complete the acquisition process for the LPA. Santacruz Land Acquisitions will direct any questions to the LPA or Consultant resulting from its review of the plans, plats, appraisals and title commitments so that Santacruz Land Acquisitions is prepared for any issues raised by the property owner during negotiations.

Before contacting the owner of a parcel, Santacruz Land Acquisitions will prepare and send the introductory letter to the property owner on the LPA's letterhead. This letter will provide a general statement of the Project, identify the property and the legal property owner, and briefly state the right of requirements necessary from the parcel. This letter shall also contain contact information for Santacruz Land Acquisitions and a representative of the LPA.

Santacruz Land Acquisitions will prepare an offer package for presentation to the owner at the first meeting. The offer package shall contain the Basis for Computing Total Approved Compensation and Offer to Purchase (in the format approved by IDOT), a copy of the plat of highway with the acquisition areas highlighted and a copy of the legal descriptions of the parcels to be acquired. If, after repeated efforts to contact the property owner to schedule a meeting to present the offer, Santacruz Land Acquisitions is unable to make contact with the property owner, or if the property owner is located out of town, or at the request of the property owner to have the offer package mailed, Santacruz Land Acquisitions will send the

offer package by certified mail so that a receipt of delivery can be established.

Santacruz Land Acquisitions will personally contact the property owner a minimum of three times before making a determination that the acquisition of the parcel cannot be successfully negotiated. In most cases, Santacruz Land Acquisitions will exceed the minimum number of contacts in an attempt to make all reasonable efforts to reach a settlement before recommending that the LPA commence condemnation proceedings. All contacts and efforts to make contact with the property owner shall be documented in the negotiator's report maintained by Santacruz Land Acquisitions for each parcel.

If, during its discussions with the property owner, errors in the plans are discovered or the property owner requests design changes, Santacruz Land Acquisitions will immediately notify LPA or Consultant with this information. At any time during negotiations for situations involving design changes, errors in plans or for any other reason, if requested by LPA or Consultant, Santacruz Land Acquisitions will cease negotiations on certain parcels until corrected information or further instruction is provided to Santacruz Land Acquisitions.

Upon successful negotiations with the property owner, Santacruz Land Acquisitions will prepare all necessary conveyance documents in the forms provided by and approved by IDOT in order to complete the acquisition and obtain title approval for the property. Santacruz Land Acquisitions will submit the completed parcel file with original conveyance documents, any documents necessary for title clearance, the Negotiator's Log documenting all negotiation activities, copies of all correspondence with the property owner, title commitments, plats, and all other documentation as required by the LPA.

In the event that Santacruz Land Acquisitions, after having made every reasonable effort to contact and negotiate with the owner of a parcel, is unable to obtain a settlement on the approved appraisal amount, Santacruz Land Acquisitions shall prepare and submit to the LPA a completed parcel file with its recommendation to acquire the parcel by means of condemnation. In addition, the file will include the Negotiator's Log, copies of all correspondence with the property owner, title commitments, plats, and all other documentation as required by the LPA.

We understand that appearances in court and/or pretrial conferences, which may include depositions, and preparation for litigation or pre-trial conferences may be required by the LPA so that it may complete the acquisition of the property through condemnation. In such case, at the request of the LPA or its trial counsel, the Negotiator assigned to negotiate the parcel shall make any such appearances or complete such preparation work in order to assist with this process. Such requests will be pursuant to a separate work order.

PERSONNEL

The experience and talent of the right of way professionals that make up the team for Santacruz Land Acquisitions will, to a large extent, be the basis for the success of keeping this Project on-time and within budget. J. Steve Santacruz brings over twenty years of right of way acquisition experience to lead this team as its project manager. Steve has worked on thousands of acquisition parcels for ISTHA, IDOT, Cook, Kane, Lake, and Will Counties. He has also worked for numerous township and municipalities. Steve has a reputation in the right of community of being able to handle the most complex of land acquisition transactions.

The internal support team members for Santacruz Land Acquisitions include Robin Weber, a real estate paralegal with over twenty years of

experience in closing residential and commercial real estate transactions, and Jonathan Abplanalp, a District 1 fee negotiator.

Each of our team members, including our subconsultants, have relevant experience working collaboratively with professionals of other disciplines and other agencies. They understand the importance of effective coordination throughout the land acquisition process.

PRIOR EXPERIENCE

Santacruz Land Acquisitions was founded in 1992 as Santacruz Associates Ltd. and has grown to be one of the most dependable right of way negotiation firms in IDOT's District 1. Since it opened, Santacruz Land Acquisitions has been providing comprehensive right of way solutions, including negotiation activities and the coordination of the valuations of parcels for various public agencies. Our proprietary database overlay allows us to handle hundreds of parcels at one time keeping deadlines organized for each of our different clients.

Our team brings an array of services and broad disciplines in real estate which give us a distinct advantage in handling even the most complex of your land acquisition projects. In addition, our team of subconsultants is not new to each other as we have collaborated together on various other projects.

Our team has delivered real estate solutions for its public agencies balancing risk management and letting dates on some of the largest and most intricate projects in the State.

3

EXHIBITS

a. Pricing Schedule

Compensation for Services

Appraisal Services

Appraisals	\$3,500.00
Revision to appraisal due to change in ROW or plans ¹	\$1,500.00 - \$4,000.00

Review Appraisal Services

Review Appraisals	\$1,500.00
Revision to review appraisal due to change in ROW or plans ¹	\$900.00 - \$2,000.00

Negotiation Services

Negotiation and acquisition services for Right of Way including, without limitation, documentation of conveyance of property interest	\$3,700.00
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Witness Services

Rate for each ½ day in pretrial conference or in court for Negotiator ¹	\$1,000.00
Rate for each ½ day in pretrial conference or in court for Appraiser ¹	\$1,000.00
Hourly rate for consultation not otherwise specifically provided for herein	\$250.00

Title Services (if applicable)

Later date commitment – In addition to actual recording costs + Administrative fee	\$25.00
Title insurance policies – In addition to actual recording costs + Administrative fee	\$25.00
Recording of Documents – In addition to actual recording costs + Administrative fee	\$25.00
Copies of recorded documents – In addition to actual copying costs & research fees + Administrative fee	\$25.00

¹ Requires additional work order.

Village of Carol Stream
Interdepartmental Memo


TO: Board of Trustees
FROM: Frank Saverino, Sr., Mayor *FS SR*
DATE: October 15, 2019
RE: Plan Commission/Zoning Board of Appeals Appointments

A vacancy and reappointment currently exists with terms expiring the end of October. I am requesting your concurrence with the appointment of Dan Morris and the reappointment of Frank Petella. Mr. Morris' term would fill Dave Creighton's term of November 1, 2019 through October 31, 2024. Mr. Petella would continue for five years through October 31, 2024.

Your concurrence with the appointments are requested.

FS/dk

Village of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager
FROM: Ann Delort - Secretary 
DATE: September 12, 2019
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 16, 2019 to November 23, 2019 with the drawing on November 23, 2019. 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 21, 2019 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 16th- 23rd 2019, 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
Schedule of Bills
For Village Board Approval on OCTOBER 21, 2019**

AGENDA ITEM
L-1 10/21/19

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
7 ELEVEN					
ICE FOR CAR SEAT EVENT	7.74	01660100-52223	TRAINING	099083	
	<u>7.74</u>				
ACCURATE OFFICE SUPPLY CO					
COPY PAPER	634.54	01590000-53317	OPERATING SUPPLIES	490817	
OFFICE SUPPLIES	47.03	01640100-53314	OFFICE SUPPLIES	490843	
TONER CARTRIDGE	80.00	04200100-53314	OFFICE SUPPLIES	486476	
OFFICE SUPPLIES	8.31	01662600-53314	OFFICE SUPPLIES	492321	
OFFICE SUPPLIES	11.35	01662600-53314	OFFICE SUPPLIES	492769	
OFFICE SUPPLIES	30.14	01662600-53314	OFFICE SUPPLIES	491885	
	<u>811.37</u>				
ADVANCE AUTO PARTS PROFESSIONAL					
AG AIR FITTING	20.58	01696200-53354	PARTS PURCHASED	2420-447142	
AG BRAKE HOSE	36.38	01696200-53354	PARTS PURCHASED	2420-447636	
AG BRAKE PARTS	3.47	01696200-53354	PARTS PURCHASED	2420-447152	
AG RETURN	-11.95	01696200-53354	PARTS PURCHASED	2420-447799	
AG SOLENOID	27.83	01696200-53354	PARTS PURCHASED	2420-447721	
AG STARTER	247.11	01696200-53354	PARTS PURCHASED	2420-447339	
AG SWITCH	19.13	01696200-53354	PARTS PURCHASED	2420-447284	
AG VALVE	11.95	01696200-53354	PARTS PURCHASED	2420-447616	
HOSE CLAMP	13.41	01696200-53317	OPERATING SUPPLIES	2420-447976	
HOSE CLAMP-RETURN	-2.97	01696200-53317	OPERATING SUPPLIES	2420-447978	
SEALS	9.32	01696200-53317	OPERATING SUPPLIES	2420-447227	
SP PULLEY	36.18	01696200-53354	PARTS PURCHASED	2420-449003	
	<u>410.44</u>				
ADVANTAGE TRAILERS & HITCHES					
OUTFIT TRAILER SUP	194.20	01670400-54412	OTHER EQUIPMENT	52661	
	<u>194.20</u>				

**Village of Carol Stream
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
AIR CONDITIONING & HEATING CO / THE					
T.C. AC UNIT	153.00	01680000-52244	MAINTENANCE & REPAIR	17140634	
	<u>153.00</u>				
ALEXIAN BROTHERS AMBULATORY GROUP					
POST PHYSICAL & RANDOM DOT	211.00	01600000-52225	EMPLOYMENT PHYSICALS	692021	
POST PHYSICAL & RANDOM DOT	656.00	01510000-52228	PERSONNEL HIRING	692021	
	<u>867.00</u>				
ALLIED CONTROLS					
BOOSTER PUMP PARTS	444.60	04201600-53317	OPERATING SUPPLIES	39369	
BOOSTER PUMP PARTS	444.60	04201600-53317	OPERATING SUPPLIES	39416	
	<u>889.20</u>				

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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
AMAZON.COM					
	32.99	01662700-53317	OPERATING SUPPLIES	0973008	
AG RETURN-TIRES	-60.96	01696200-53354	PARTS PURCHASED	7887433RET	
AG TIRES	103.96	01696200-53354	PARTS PURCHASED	4040263	
BATTERIES	114.99	04201600-53317	OPERATING SUPPLIES	6903466	
BIKE PUMPS	56.98	01662700-53317	OPERATING SUPPLIES	4977003	
BOOK	8.92	01662700-53318	REFERENCE MATERIALS	6260250	
COFFEE SUPPLIES	5.49	01662700-53317	OPERATING SUPPLIES	8056214	
HAND CLEANER	115.05	01696200-53317	OPERATING SUPPLIES	2561020	
HAND SOAP	51.99	01696200-53317	OPERATING SUPPLIES	3832234	
MEDIA DRIVES	179.98	01662700-53317	OPERATING SUPPLIES	1877064	
OFFICE SUPPLIES	8.90	01620100-53314	OFFICE SUPPLIES	4957028	
OFFICE SUPPLIES	15.82	01670100-53317	OPERATING SUPPLIES	6840235	
OFFICE SUPPLIES	15.82	01690100-53314	OFFICE SUPPLIES	6840235	
OFFICE SUPPLIES	15.84	04200100-53314	OFFICE SUPPLIES	6840235	
OFFICE SUPPLIES	97.24	01620100-53314	OFFICE SUPPLIES	6115436	
OP'S SUPPLIES	169.90	01670500-53317	OPERATING SUPPLIES	6756265	
OUTFIT TRAILER	160.27	01670400-54412	OTHER EQUIPMENT	5805804	
PATROL BAGS	108.30	01662700-53317	OPERATING SUPPLIES	7906672	
PENS	9.03	01696200-53317	OPERATING SUPPLIES	5758660	
REPLACE SSD DRIVE	26.57	01652800-53317	OPERATING SUPPLIES	2917815	
REPLACEMENT UPS	79.90	01652800-53317	OPERATING SUPPLIES	8646638	
REPLACEMENT UPS	299.88	01652800-53317	OPERATING SUPPLIES	8646638	
RETURN-TORX BITS	-19.98	01696200-53316	TOOLS	2677867RET	
SGT COMPUTER SUPPLIES	226.96	01652800-54412	OTHER EQUIPMENT	4734627	
SOAP	51.99	01670400-53317	OPERATING SUPPLIES	9658607	
SP MICROPHONE	141.96	01696200-53354	PARTS PURCHASED	8003410	
SP SPREADER LIGHT	200.08	01696200-53354	PARTS PURCHASED	4297803	
SP STROBES	298.36	01696200-53354	PARTS PURCHASED	4731459	
SUPPLIES	34.97	01662700-53317	OPERATING SUPPLIES	7966640	
TOOLS	13.02	04201600-53316	TOOLS	7959450	

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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
TOOLS	29.20	04201600-53316	TOOLS	6855400	
TORX BITS	19.98	01696200-53316	TOOLS	2677867	
UNIFORM SHIRT-JUNGERS	24.99	01660100-53324	UNIFORMS	9619466	
X-MAS LIGHTS	25.47	01680000-53381	TC MAINTENANCE & SUPPLIES	0450634	
	2,663.86				
AMER PLANNING ASSN					
TOM-APA CONFERENCE 9/25/19-9/26/19	275.00	01641700-52223	TRAINING	517153324202	
	275.00				
APPLIED CONCEPTS INC					
STALKER RADAR REMOTES	502.00	01662700-53350	SMALL EQUIPMENT EXPENSE	353138	
	502.00				
ARAMARK UNIFORM & CAREER APPAREL GROUP INC					
FIRST AID SUPPLIES	56.65	01670100-53317	OPERATING SUPPLIES	ORD4-002328	
FIRST AID SUPPLIES	48.43	01590000-53317	OPERATING SUPPLIES	ORD4-002197	
FIRST AID SUPPLIES 9/13/19	138.87	01590000-53317	OPERATING SUPPLIES	ORD4-002423	
	243.95				
ARC ACADEMY					
WELDNG TRNG-M HARTING	175.00	01696200-52223	TRAINING	000062640445	
	175.00				
ARMBRUST PLUMBING & HEATING INC					
BACKFLOW TESTING	676.55	04201600-52244	MAINTENANCE & REPAIR	121967	
HYDRANT REPAIR (PWC)	560.00	04201600-52244	MAINTENANCE & REPAIR	122161	
	1,236.55				
ASSOCIATION OF POLICE SOCIAL WORKERS					
APSS CHIEF'S LUNCHEON	160.00	01662500-52223	TRAINING	000006	
	160.00				

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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
B & F CONSTRUCTION CODE SERVICES, INC					
120 S GARY-SPRINKLER REVIEW 19-51256-FIRE	425.00	01643700-52253	CONSULTANT	52325	
401 N GARY-SPRINKLER REVIEW 19-51247-FIRE	175.00	01643700-52253	CONSULTANT	52288	
470 E NORTH AVE-SPRINKLER REVIEW 19-51246-	650.00	01643700-52253	CONSULTANT	52309	
560 S SCHMALE-SPRINKLER REVIEW 19-51273-FI	550.00	01643700-52253	CONSULTANT	52336	
616 HIAWATHA-PLUMBING INSPECTIONS	20.00	01643700-52253	CONSULTANT	11907	
PLUMBING INSPECTIONS-SEPT 2019	905.60	01643700-52253	CONSULTANT	11906	
	2,725.60				
BARN OWL FEED & GARDEN CENTER					
PROPANE	55.56	01670400-53317	OPERATING SUPPLIES	57962	
SEED	79.75	01670400-53317	OPERATING SUPPLIES	58718	
	135.31				
BATTERYJUNCTION.COM					
BATTERIES	89.00	01662700-53317	OPERATING SUPPLIES	W-1318304	
	89.00				
BAXTER & WOODMAN INC					
DESIGN WRC DE-WATERING	8,440.00	04101100-54480	CONSTRUCTION	0208495	20200044
	8,440.00				
BEDROCK EARTHSCAPES LLC					
POND & WETLAND MAINTENANCE	5,140.00	01620600-52272	PROPERTY MAINTENANCE	1165	20200012
	5,140.00				
BLOOMING COLOR OF ST CHARLES					
HECKERMANN BIZ CARDS	38.12	01660100-53317	OPERATING SUPPLIES	256953	
INTERN BIZ CARDS	38.12	01662700-53317	OPERATING SUPPLIES	256257	
M THOMAS BIZ CARDS	38.12	01662700-53317	OPERATING SUPPLIES	256256	
	114.36				

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BRACING SYSTEMS					
BLADE	114.95	01670500-53317	OPERATING SUPPLIES	351861-1	
EXPANSION JOINTS	30.00	01670500-53317	OPERATING SUPPLIES	353757-1	
MEASURING WHEEL	149.95	01622200-53317	OPERATING SUPPLIES	351856-1	
PAVER CAST,ARDEX	372.00	01670500-53317	OPERATING SUPPLIES	353602-1	
STAKES	68.00	01670500-53317	OPERATING SUPPLIES	351649-1	
	<u>734.90</u>				
BRIAN COOPER					
FBINAA 2019-COOPER 10/14/19-10/16/19	52.00	01660100-52223	TRAINING	FBINAA 2019-COOPER	
	<u>52.00</u>				
BROWNELLS INC					
RANGE CLEANING SUPPL	767.37	01662700-53317	OPERATING SUPPLIES	18076178.00	
	<u>767.37</u>				
BUCK BROS INC					
AG BLADES	215.20	01696200-53354	PARTS PURCHASED	224017	
AG BLADES	269.76	01696200-53354	PARTS PURCHASED	225854	
AG RETURN	-178.08	01696200-53354	PARTS PURCHASED	226529	
	<u>306.88</u>				
C S FIRE PROTECTION DISTRICT					
PERMITS SEPTEMBER 2019	2,170.00	01-24416	DEPOSIT-FIRE DISTRICT PERMIT	PERMITS SEP 2019	
	<u>2,170.00</u>				
CALIBRE PRESS LLC					
SPLIT - BUCHOLZCLASS	179.00	01662700-52223	TRAINING	73584	
SPLIT - INCROCCICLASS	179.00	01660100-52223	TRAINING	73584	
	<u>358.00</u>				

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CANON FINANCIAL SERVICES INC					
ADMIN COPIER 9-1-19	910.00	01652800-52226	OFFICE EQUIPMENT MAINTENANC	20398744	
COPIER ADMIN	1,001.00	01652800-52226	OFFICE EQUIPMENT MAINTENANC	20510652	
	<u>1,911.00</u>				
CAPUTO'S NEW FARM PRODUCE- CAROL STREAM INC					
VLG BBQ	6.90	01600000-52242	EMPLOYEE RECOGNITION	081426	
	<u>6.90</u>				
CAROL STREAM LAWN & POWER					
AG COVER	348.50	01696200-53354	PARTS PURCHASED	438465	
CHAINSAW SUPPLIES & AG COVER	120.01	01670700-53317	OPERATING SUPPLIES	438465	
TANK FOR #76	94.95	01670300-53317	OPERATING SUPPLIES	438610	
	<u>563.46</u>				
CDW GOVERNMENT LLC, CDW GOVERNMENT, CDWG					
LAPTOP CASE RETURN	-65.11	01652800-53317	OPERATING SUPPLIES	TMS1797	
	<u>-65.11</u>				
CH2MHILL OMI					
WRC OPERATING EXPENSES-NOVEMBER 2019	146,962.41	04101100-52262	WRC CONTRACT	351199-23-07	20200020
WRC-CAPEX	31,846.07	04101100-52262	WRC CONTRACT	351199-CE-05	20200020
	<u>178,808.48</u>				
CHICAGO PARTS AND SOUND					
AG CONDENSER	161.91	01696200-53354	PARTS PURCHASED	1-0095371	
	<u>161.91</u>				
CHICAGO TIRE					
REPAIR TO VEH#80	261.95	01696200-53353	OUTSOURCING SERVICES	217801	
	<u>261.95</u>				

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CHICAGO TRIBUNE-REDEYE					
OCT SUBSCRIPTION	15.96	01660100-52234	DUES & SUBSCRIPTIONS	180910679 10/2019	
	<u>15.96</u>				
CHOICE OFFICE EQUIPMENT AND SUPPLIES INC					
WRC COPIER	22.20	04101100-52231	COPY EXPENSE	KIRK923467S	
	<u>22.20</u>				
CITY COMMUNICATIONS INC					
KUHN RD-FIRE SYSTEM SERVICE CALL	220.00	04201600-52244	MAINTENANCE & REPAIR	34078	
	<u>220.00</u>				
CITY ELECTRIC SUPPLY					
LED BID PURCHASE	29,053.60	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	GUR/088775 PO-3751	
	<u>29,053.60</u>				
CLARK BAIRD SMITH LLP					
LABOR COUNSEL-SEPTEMBER 2019	1,163.75	01570000-52238	LEGAL FEES	11774	
	<u>1,163.75</u>				
CLEC ENTERPRISES INC					
RUSS M TRAINING	850.00	01643700-52223	TRAINING	R464181913	
	<u>850.00</u>				
COMCAST CABLE					
08/20/19-09/19/19 FEE	82.95	01664700-53330	INVESTIGATION FUND	0483228 08/16/19	
ELEVATOR PHONE 08/20/19-09/19/19	83.53	01652800-52230	TELEPHONE	0010112 08/16/19	
	<u>166.48</u>				
COMMUNICATIONS SUPPLY CORP					
CAT 5E UNDERGROUND WIRE FOR PW	562.50	01652800-53317	OPERATING SUPPLIES	505652	
	<u>562.50</u>				

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COMPASS MINERALS AMERICA INC					
ROCK SALT 19-20 WINTER SEASON	3,481.83	01670200-53335	SALT	508330	20200053
ROCK SALT 19-20 WINTER SEASON	18,361.54	01670200-53335	SALT	506745	20200053
ROCK SALT 19-20 WINTER SEASON	19,307.28	01670200-53335	SALT	507491	20200053
	<u>41,150.65</u>				
CONSTELLATION NEW ENERGY					
100 DELLA CT 9/6/19-10/7/19	9.74	01670300-53213	STREET LIGHT ELECTRICITY	7280332-2 10/08/19	
	<u>9.74</u>				
COPS					
COPS CONF-J JOHNSON 11/8/19-11/10/19	300.00	01662700-52223	TRAINING	61885971125	
	<u>300.00</u>				
CORE & MAIN LP					
1288 BRAVE CT-OP SUPPLIES	507.67	04201600-53317	OPERATING SUPPLIES	L150212	
NORTH AVE-PARTS FOR MAIN REPAIR	2,320.82	04201600-53317	OPERATING SUPPLIES	L278201	
NORTH AVE-STORM PIPE REPAIR	863.60	01670600-53317	OPERATING SUPPLIES	L289755	
NORTH AVE-WATER MAIN REPAIR	1,078.00	04201600-53317	OPERATING SUPPLIES	L278268	
RETURN L278201	-904.00	04201600-53317	OPERATING SUPPLIES	L301307	
TOOLS	25.74	04201600-53316	TOOLS	L151217	
	<u>3,891.83</u>				
COSTCO WHOLESALE					
COOKIES/DISH SOAP	5.59	01660100-53317	OPERATING SUPPLIES	961766	
COOKIES/DISH SOAP	31.96	01600000-52242	EMPLOYEE RECOGNITION	961766	
	<u>37.55</u>				
COUNTY COURT REPORTERS INC					
PC MTG 8/26/19	200.00	01530000-52241	COURT REPORTER FEES	126210	
PC MTG-9/9/2019	200.00	01530000-52241	COURT REPORTER FEES	126307	
	<u>400.00</u>				

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DELL MARKETING LP					
ICAC COMPUTER	1,571.25	01662400-53330	INVESTIGATION FUND	10311903477	
REPLACE COMPUTER FOR FAROOQ 9/24/19	1,691.23	01652800-54413	COMPUTER EQUIPMENT	10313929360	
	<u>3,262.48</u>				
DISCOVERY BENEFITS					
FLEX ADMIN-SEPTEMBER 2019	215.00	01600000-52273	EMPLOYEE SERVICES	0001063439-IN	
	<u>215.00</u>				
DOCUMENT IMAGING DIMENSIONS, INC					
TONER FINANCE	89.00	01652800-52226	OFFICE EQUIPMENT MAINTENANCE	1534	
TONER POLICE	267.00	01652800-52226	OFFICE EQUIPMENT MAINTENANCE	1456	
	<u>356.00</u>				
DOLLAR TREE					
VLG BBQ	6.00	01600000-52242	EMPLOYEE RECOGNITION	051615	
	<u>6.00</u>				
DSW SHOEWAREHOUSE					
CLOTH ALLOW - POPE	95.98	01664700-53324	UNIFORMS	052244	
	<u>95.98</u>				
DU COMM					
DISPATCH-3RD QTR Q/E 01/31/20	197,360.50	01662700-52245	GENERAL COMMUNICATIONS	16910	
FACILITY COSTS Q/E 01/31/20	9,883.43	01662700-52245	GENERAL COMMUNICATIONS	16954	
	<u>207,243.93</u>				
DU PAGE MATERIALS COMPANY					
ASPHALT RESTORE	404.60	04201600-52286	PAVEMENT RESTORATION	8187	
RESTORE WATER	188.89	04201600-52286	PAVEMENT RESTORATION	7717	
	<u>593.49</u>				

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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
DUPAGE CHRYSLER DODGE JEEP					
AG A/C COMPRESSOR	553.63	01696200-53354	PARTS PURCHASED	75620	
AG BOOST VALVE	41.73	01696200-53354	PARTS PURCHASED	75717	
AG WHEEL	141.68	01696200-53354	PARTS PURCHASED	75716	
REPAIR 2013 DODGE CHARGER	149.95	01696200-53353	OUTSOURCING SERVICES	190281	
SP CORE RETURN	-50.00	01696200-53354	PARTS PURCHASED	CM75906	
SP DOOR TRIM	159.39	01696200-53354	PARTS PURCHASED	75846	
SP NOZZLE	53.67	01696200-53354	PARTS PURCHASED	75873	
SP NUT	79.76	01696200-53354	PARTS PURCHASED	76068	
SP POWER STEERING PUM	581.30	01696200-53354	PARTS PURCHASED	75937	
SP PUMP	1,097.20	01696200-53354	PARTS PURCHASED	75906	
SP SHIFTER	77.77	01696200-53354	PARTS PURCHASED	76093	
	2,886.08				
DUPAGE COUNTY ANIMAL CARE & CONTROL					
JULY ANIMAL CONTROL	150.00	01662700-52249	ANIMAL CONTROL	4618	
	150.00				
DUPAGE WATER COMMISSION					
WATER PURCHASE AUG 2019	547,042.93	04201600-52283	DUPAGE CTY WATER COMMISSION	07/31/19-08/31/19	
	547,042.93				
EARTH INC					
DUMP CHARGES 10/3/19	160.00	01670500-52265	HAULING	21671	
	160.00				
EASYKEYS.COM					
KEYS	44.00	01662700-53317	OPERATING SUPPLIES	4424024	
	44.00				
EJ EQUIPMENT INC					
VAC HOSE & CLAMPS	361.84	04101500-53317	OPERATING SUPPLIES	P19036	
	361.84				

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EXAMINER PUBLICATIONS INC					
PUBLIC NOTICE 8/21/19	69.00	01530000-52240	PUBLIC NOTICES/INFORMATION	54297	
	<u>69.00</u>				
EXPRESS					
CLOTH ALLOW-BOSHART	50.88	01662400-53324	UNIFORMS	054276	
	<u>50.88</u>				
FASTENAL INDUSTRIAL & CONSTRUCTION SUPPL					
SUPPLIES	6.28	01696200-53317	OPERATING SUPPLIES	ILHAN48704	
	<u>6.28</u>				
FBINAA					
FBI ACADEMY TRAINING-B COOPER	400.00	01660100-52223	TRAINING	2902617	
FBINAA CONFERENCE-JUNGERS	400.00	01660100-52223	TRAINING	8163U	
	<u>800.00</u>				
FEDEX					
CERT SUPPLIES-BOUND MANUAL	736.12	01664700-53325	COMMUNITY RELATIONS	036718	
DUI KIT TO AFTL	10.92	01662400-53317	OPERATING SUPPLIES	940241028967	
DUI KITS TO AFTL LAB	10.36	01662400-53317	OPERATING SUPPLIES	940239730619	
DUI KITS TO AFTL LAB	11.13	01662400-53317	OPERATING SUPPLIES	940240485175	
	<u>768.53</u>				
FIRESTONE COMPLETE AUTO CARE					
AG TIRES	366.12	01696200-53354	PARTS PURCHASED	068703	
AG TIRES	468.48	01696200-53354	PARTS PURCHASED	068513	
ALIGNMENT SERVICE	65.79	01696200-53353	OUTSOURCING SERVICES	069052	
SP TIRES	259.28	01696200-53354	PARTS PURCHASED	069027	
	<u>1,159.67</u>				

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FOREMOST PROMOTIONS					
GIVEAWAYS	609.55	01664700-53325	COMMUNITY RELATIONS	482528	
	<u>609.55</u>				
FULL LIFE SAFETY CENTER					
CONFINED SPACE EQUIP	655.58	04201600-52244	MAINTENANCE & REPAIR	50267	
YELLOW BIBS/COATS	382.50	04200100-53324	UNIFORMS	50465	
	<u>1,038.08</u>				
GAS PURCHASES-MASTERCARD					
GASOLINE	76.48	01664700-53313	AUTO GAS & OIL	032788	
	<u>76.48</u>				
GENUINE PARTS COMPANY INC					
SP PARTS	52.18	01696200-53317	OPERATING SUPPLIES	11007487 09/30/19	
SP PARTS	1,846.36	01696200-53354	PARTS PURCHASED	11007487 09/30/19	
	<u>1,898.54</u>				
GLOCK PROFESSIONAL INC					
HECK-GLOCK RECERT 11/12/19	250.00	01664700-52223	TRAINING	267893	
KEALLY-GLOCK RECERT 11/12/19	250.00	01662700-52223	TRAINING	267882	
MCGUIRE-GLOCK RECERT 11/12/19	250.00	01662700-52223	TRAINING	267890	
MOZALEWSKI-GLOCK RECERT 11/12/19	250.00	01662700-52223	TRAINING	267885	
RUDELICH-GLOCK RECERT 11/12/19	250.00	01664700-52223	TRAINING	267875	
	<u>1,250.00</u>				
GMIS ILLINOIS					
GMIS CONFERENCE-MARC 11/3/19-11/6/19	250.00	01652800-52223	TRAINING	2018192	
GMIS CONFERENCE-ROCKY 11/3/19-11/16/19	200.00	01652800-52223	TRAINING	2018194	
	<u>450.00</u>				

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GOVTEMPSUSA LLC					
ACCOUNTS CLERK-A RETSKE 9/29, 10/6/19	1,120.00	04103100-52253	CONSULTANT	2885420	
ACCOUNTS CLERK-A RETSKE 9/29, 10/6/19	1,120.00	04203100-52253	CONSULTANT	2885420	
LIBRARY TECH 9/29, 10/6/19	3,460.00	01652800-52253	CONSULTANT	2885419	
OFFICE MANAGER-D KALKE 9/29, 10/6/19	2,463.36	01590000-52253	CONSULTANT	2885418	
	8,163.36				
GRAINGER					
CHLORINE TESTING	87.85	04201600-53331	CHEMICALS	9293601846	
NUMBER LABELS	38.14	01696200-53317	OPERATING SUPPLIES	9294340527	
SP GAUGE	62.32	01696200-53354	PARTS PURCHASED	9294340519	
SP MOTOR	737.20	01696200-53354	PARTS PURCHASED	9288054332	
	925.51				
GRANITE TELECOMMUNICATIONS					
TELEPHONE DATA INV.467153336	868.53	01652800-52230	TELEPHONE	03966738 10/01/19	
	868.53				
H & H ELECTRIC COMPANY					
EMERGENCY STREET LIGHT 595 THORNHILL DR 9	2,525.93	01670300-52271	STREET LIGHT MAINTENANCE	33616	20200022
	2,525.93				
HAWCO, DONNA					
ENGINEERING TAILGATE PARTY 10/18/19	168.53	01600000-52242	EMPLOYEE RECOGNITION	TAILGATE 2019	
	168.53				
HENDERSON PRODUCTS INC					
HYDRANT METER	1,051.96	01696200-53354	PARTS PURCHASED	297447	
	1,051.96				

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HOME DEPOT					
ANCHORS-PD CAGE	35.45	01680000-53319	MAINTENANCE SUPPLIES	099621	
BULBS FOR STATIONS	3.96	01670400-53317	OPERATING SUPPLIES	4013387	
DEHUMIDIFIER-KUHN PUMP ST	355.41	04201600-53317	OPERATING SUPPLIES	8021848	
DRILL FOR METER VAN	199.00	04201600-53316	TOOLS	7015554	
FASTENERS	43.12	01680000-53319	MAINTENANCE SUPPLIES	087517	
FORMS	27.60	01670500-53317	OPERATING SUPPLIES	3013577	
KEYS	10.32	01662700-53317	OPERATING SUPPLIES	048291	
LANDSCAPE LOCK	5.28	01670500-53317	OPERATING SUPPLIES	0015347	
LUMBER FH	22.23	01680000-53319	MAINTENANCE SUPPLIES	040598	
OUTFIT TRAILER SUP	59.85	01670400-54412	OTHER EQUIPMENT	5013275	
PAINT	3.98	01670400-53317	OPERATING SUPPLIES	7014323	
POWER STRIP/STEP STOOL	24.44	01662400-53317	OPERATING SUPPLIES	079759	
PW TRASH BAGS	39.42	01670400-53317	OPERATING SUPPLIES	4015906	
SMALL EQUIPMENT	67.71	01680000-53350	SMALL EQUIPMENT EXPENSE	081107	
	897.77				
HOTELS-MASTERCARD					
HOTEL-FBINAA JUNGERS 10/14/19-10/16/19	126.54	01660100-52223	TRAINING	6945U1	
JUNGERS NIGHT 2	126.54	01660100-52223	TRAINING	6945U1	
	253.08				
ICCI					
CODE COMMENTARY BOOKS	465.25	01643700-53318	REFERENCE MATERIALS	100753598	
	465.25				
IBM CORPORATION					
MOBILITY MANAGEMENT OVERAGE 6/1-6/30/19	509.00	01652800-52255	SOFTWARE MAINTENANCE	2786183	
	509.00				

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ILL LIQUOR CONTROL COMMISSION					
BASSET LICENSE	300.00	01664700-52234	DUES & SUBSCRIPTIONS	1438634592	
CREDITCARDFEE	7.05	01664700-52234	DUES & SUBSCRIPTIONS	1438634592	
	307.05				
ILLINOIS HOMICIDE INVESTIGATORS ASSN					
HECK IHIA CONFERENCE 10/15/19-10/17/19	225.00	01664700-52223	TRAINING	ILHIA 2019-HECK	
ILHIA 2019-BUSCH 10/15/19-10/17/19	225.00	01664700-52223	TRAINING	ILHIA 2019-BUSCH	
	450.00				
ILLINOIS L E A P					
HOLIDAY LUNCH-JAGERS 12/11/19	25.00	01660100-52222	MEETINGS	2019 LUNCH-JAGERS	
	25.00				
ILLINOIS OFFICE OF THE STATE FIRE MARSHAL					
BOILER INSPECTION	140.00	01680000-53319	MAINTENANCE SUPPLIES	9606929	
	140.00				
ILLINOIS SECRETARY OF STATE					
ILL LICENSE EILEEN ML	61.35	01662500-52234	DUES & SUBSCRIPTIONS	20242286	
ILL LICENSE KMC	61.35	01662500-52234	DUES & SUBSCRIPTIONS	20242412	
ILL STATE LICENSE MBT	61.35	01662500-52234	DUES & SUBSCRIPTIONS	20241472	
PE RENEWAL-ADAM FREDERICK	61.35	01620100-52234	DUES & SUBSCRIPTIONS	20259232	
PE RENEWAL-BILL CLEVELAND	61.35	01620100-52234	DUES & SUBSCRIPTIONS	20240378	
	306.75				
ILLINOIS SECTION A W W A					
ISAWWA DUES - S EVANS	83.00	04200100-52234	DUES & SUBSCRIPTIONS	200045797	
WTR DIST CLASS-S EVAN	397.00	04200100-52223	TRAINING	200045798	
	480.00				

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ILLINOIS TACTICAL OFFICERS ASSN					
RIFLE CLASS-BUSCH 8/27/19	10.00	01664700-52223	TRAINING	12390360	
	<u>10.00</u>				
ILLINOIS TRUCK ENFORCEMENT ASSN					
TRAINING-COOPER 11/13/19-11/14/19	100.00	01662300-52223	TRAINING	03795	
TRAINING-TURNHOLT,BACIDORE 11/13/19-11/14/19	150.00	01662300-52223	TRAINING	03764	
	<u>250.00</u>				
INTEGRITY ENVIRONMENTAL SERVICES, INC					
CONSULT SERVICES-FUEL STORAGE	285.00	11740000-55487	FACILITY CAPITAL IMPROVEMENT	19-09051	20200019
	<u>285.00</u>				
INTERNET PURCHASE MASTERCARD					
CLOTH ALLOW - BLAIR	74.44	01664700-53324	UNIFORMS	365-1126-270	
CLOTH ALLOW - HECK	37.42	01664700-53324	UNIFORMS	GS4993826	
CLOTH ALLOW - ROE	105.19	01662400-53324	UNIFORMS	WUS05355243	
ELGL DUES-T MESSINO	40.00	01590000-52234	DUES & SUBSCRIPTIONS	E0A6F21D0001	
ELGL MEMBERSHIP	20.00	01590000-52234	DUES & SUBSCRIPTIONS	1060318867	
ELGL SEMINAR- J CAREY 9/27/19	45.28	01590000-52223	TRAINING	1060318867	
FRAUD.ACTIVITY	-333.89	01680000-53319	MAINTENANCE SUPPLIES	3CR-ALUM	
FRAUD.ACTIVITY	-316.17	01680000-53319	MAINTENANCE SUPPLIES	4CR-ALUM	
FRAUD.ACTIVITY	-37.64	01680000-53319	MAINTENANCE SUPPLIES	2CR-ALUM	
FRAUD.ACTIVITY	-21.18	01680000-53319	MAINTENANCE SUPPLIES	1CR-ALUM	
SP GO LIGHT	37.32	01696200-53354	PARTS PURCHASED	11604	
	<u>-349.23</u>				
IPMBA					
CADLE MEMBERSHIP	60.00	01660100-52234	DUES & SUBSCRIPTIONS	N2NC7DCGXZZ	
	<u>60.00</u>				

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IT GLUE					
IT DOC SOFTWARE	114.00	01652800-52255	SOFTWARE MAINTENANCE	155441336	
	<u>114.00</u>				
ITRON INC					
ITRON MAINT-Q/E 01/31/20	1,058.61	04103100-52255	SOFTWARE MAINTENANCE	534981	
ITRON MAINT-Q/E 01/31/20	1,058.61	04203100-52255	SOFTWARE MAINTENANCE	534981	
	<u>2,117.22</u>				
J & R CYCLE & SKI					
BIKE REPAIRS	156.98	01662300-53317	OPERATING SUPPLIES	6157	
	<u>156.98</u>				
JULIE INC					
JULIE 1/1/19-9/30/19	392.34	01670600-52272	PROPERTY MAINTENANCE	2019-0381	
JULIE 1/1/19-9/30/19	392.34	01670300-52272	PROPERTY MAINTENANCE	2019-0381	
JULIE 1/1/19-9/30/19	392.34	04201600-52272	PROPERTY MAINTENANCE	2019-0381	
JULIE 1/1/19-9/30/19	392.35	04101500-52272	PROPERTY MAINTENANCE	2019-0381	
	<u>1,569.37</u>				
JEWEL-OSCO					
ADMIN BREAKFAST MTG	27.12	01590000-52222	MEETINGS	00064960	
INTERGOVERNMENTAL MTG	9.99	01520000-52222	MEETINGS	00053935	
	<u>37.11</u>				

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JOE COTTON FORD					
AG TUBE	33.60	01696200-53354	PARTS PURCHASED	338394	
AG TUBE ASSY	79.76	01696200-53354	PARTS PURCHASED	338479	
AG WHEEL	148.15	01696200-53354	PARTS PURCHASED	338381	
SP CABLE	16.19	01696200-53354	PARTS PURCHASED	338575	
SP CONVERTER	352.24	01696200-53354	PARTS PURCHASED	338559	
SP MUFFLER	652.52	01696200-53354	PARTS PURCHASED	338580	
SP PIPE	267.12	01696200-53354	PARTS PURCHASED	338653	
SP SENSOR	13.62	01696200-53354	PARTS PURCHASED	338583	
SP STUDS	16.50	01696200-53354	PARTS PURCHASED	338566	
	<u>1,579.70</u>				
JOHN JUNGERS					
FBINAA 2019-JUNGERS 10/14/19-10/16/19	52.00	01660100-52223	TRAINING	FBINAA 2019-JUNGERS	
	<u>52.00</u>				
JOHN L FIOTI					
LOCAL PROSECUTION-OCT 2019	262.50	01570000-52238	LEGAL FEES	CS 10-19	
LOCAL PROSECUTION-OCT 2019	262.50	01662300-52310	ATLE LEGAL ADJUDICATION	CS 10-19	
LOCAL PROSECUTION-SEPT 2019	262.50	01570000-52238	LEGAL FEES	CS 09-19	
LOCAL PROSECUTION-SEPT 2019	262.50	01662300-52310	ATLE LEGAL ADJUDICATION	CS 09-19	
	<u>1,050.00</u>				
JX ENTERPRISES INC					
SP LIGHTS	233.96	01696200-53354	PARTS PURCHASED	2586650P	
	<u>233.96</u>				
KAMMES AUTO & TRUCK REPAIR INC					
STATE INSPECTIONS	70.00	01696200-53353	OUTSOURCING SERVICES	129085	
STATE INSPECTIONS	507.00	01696200-53353	OUTSOURCING SERVICES	128801	
	<u>577.00</u>				

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KEVRON PRINTING					
4 PART COMPLAINT FORM	423.65	01662600-53315	PRINTED MATERIALS	19-44960	
NON TRAFFIC COMPLAINT	232.40	01662600-53315	PRINTED MATERIALS	19-44635	
REGISTER RECEIPTS	227.85	01662600-53315	PRINTED MATERIALS	19-44959	
	883.90				
KLEIN, THORPE & JENKINS, LTD					
GENERAL COUNSEL-AUGUST 2019	64.50	22490000-52238	LEGAL FEES	205034	
GENERAL COUNSEL-AUGUST 2019	193.50	11740000-52238	LEGAL FEES	205034	
GENERAL COUNSEL-AUGUST 2019	752.50	04100100-52238	LEGAL FEES	205034	
GENERAL COUNSEL-AUGUST 2019	5,109.48	01570000-52238	LEGAL FEES	205034	
GENERAL COUNSEL-SEPT 2019	645.00	11740000-52238	LEGAL FEES	205647	
GENERAL COUNSEL-SEPT 2019	7,886.05	01570000-52238	LEGAL FEES	205647	
	14,651.03				
KONICA MINOLTA BUSINESS SOLUTIONS					
COPY MACHINE EXPENSE-SOCIAL SVC	45.48	01662500-52226	OFFICE EQUIPMENT MAINTENANC	260648396	
	45.48				
LANGUAGE LINE SERVICES					
AUG TRANSLATIONS	208.81	01662700-53317	OPERATING SUPPLIES	4634375	
	208.81				
LAW OFFICE OF MICHELLE L MOORE LTD					
LOCAL PROSECUTION-NOVEMBER 2019	2,400.00	01570000-52235	LEGAL FEES-PROSECUTION	2019-11	
LOCAL PROSECUTION-NOVEMBER 2019	6,350.00	01570000-52312	PROSECUTION DUI	2019-11	
	8,750.00				

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LECHNER & SONS					
MATS/TOWELS-08/21/19	32.04	01670100-53317	OPERATING SUPPLIES	2630840	
MATS/TOWELS-8/14/19	32.04	01670100-53317	OPERATING SUPPLIES	2627979	
MATS/TOWELS-8/28/19	32.04	01670100-53317	OPERATING SUPPLIES	2634259	
MATS/TOWELS-9/11/19	32.04	01670100-53317	OPERATING SUPPLIES	2640512	
MATS/TOWELS-9/4/19	32.04	01670100-53317	OPERATING SUPPLIES	2637672	
TOWELS-8/21/19	62.69	01696200-53317	OPERATING SUPPLIES	2630840	
WIPES-8/14/19	62.69	01696200-53317	OPERATING SUPPLIES	2627979	
WIPES-8/28/19	62.69	01696200-53317	OPERATING SUPPLIES	2634259	
WIPES-9/11/19	62.69	01696200-53317	OPERATING SUPPLIES	2640512	
WIPES-9/4/19	62.69	01696200-53317	OPERATING SUPPLIES	2637672	
	473.65				
LEXISNEXIS					
AUGUST 2019 FEE	203.00	01662400-53330	INVESTIGATION FUND	20190831	
	203.00				
LIVE VIEW GPS INC					
MONTHLY FEE	79.90	01664700-53330	INVESTIGATION FUND	370493	
	79.90				
LOWE'S HOME CENTERS					
FENCE PICKET	1.52	01670400-53317	OPERATING SUPPLIES	8576092	
FIBER/LADDER	75.05	01670300-53316	TOOLS	88132830	
GATOR CLIPS	9.24	01670300-53215	STREET LIGHT SUPPLIES	2605333	
HARDWARE-SIGNS	37.92	01680000-53319	MAINTENANCE SUPPLIES	9395255	
MISC. HOSE	8.98	01670400-53317	OPERATING SUPPLIES	8991781	
T.C.-LAMP	48.94	01680000-53319	MAINTENANCE SUPPLIES	9123784	
TREE OP'S	23.38	01670700-53317	OPERATING SUPPLIES	6708812	
	205.03				

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LRS HOLDINGS LLC					
STREET SWEEPING 9/16/19-9/23/19	8,610.00	01670600-52272	PROPERTY MAINTENANCE	PS293478	20200010
	8,610.00				
LULU PRESS INC					
FTO BOOKS	127.43	01662700-53318	REFERENCE MATERIALS	14153512	
	127.43				
MAC'S BODY SHOP, INC					
REPAIR 08' FORD F550	1,732.02	01696200-53353	OUTSOURCING SERVICES	035044	
	1,732.02				
MAILFINANCE					
POSTAGE METER Q/E 2/4/20	575.22	01610100-52226	OFFICE EQUIPMENT MAINTENANCE	7952601	
	575.22				
MARK E RADABAUGH					
TAPING & EDITING 10/7/19	100.00	01590000-52253	CONSULTANT	19-0136	
	100.00				
MARSHALLS					
CLOTH ALLOW-BOSHART	58.96	01662400-53324	UNIFORMS	026205	
	58.96				
MARVIN O GONZALEZ					
DETAIL #681-2018 DURANGO 10/7/19	90.00	01662700-52244	MAINTENANCE & REPAIR	8495 414	
	90.00				
MENARDS					
MAILBOX REPAIR	49.89	01670700-53317	OPERATING SUPPLIES	052795	
MAILBOX REPAIR	65.77	01670700-53317	OPERATING SUPPLIES	074607	
RETURN-GENTRY POST MOUNT	-58.79	01670700-53317	OPERATING SUPPLIES	653194	
	56.87				

**Village of Carol Stream
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For Village Board Approval on OCTOBER 21,2019**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
MIDWEST FUEL INJECTION					
SP PUMP	1,079.80	01696200-53354	PARTS PURCHASED	N524921	
	<u>1,079.80</u>				
MIDWEST METER INC					
800 AMRS FOR FY20	705.00	04201400-53333	NEW METERS	0115326-IN	20200051
PARTS FOR REGISTERS AND AMR'S	229.75	04201400-53333	NEW METERS	0115324-IN	
	<u>934.75</u>				
MIDWEST WATER GROUP INC					
CL2 PARTS	115.00	04201600-53317	OPERATING SUPPLIES	10618	
	<u>115.00</u>				
MONROE TRUCK EQUIPMENT					
SP BRUSH KIT	50.43	01696200-53354	PARTS PURCHASED	325776	
	<u>50.43</u>				
MULTISYSTEM MANAGEMENT COMPANY					
JANITORIAL-SEPTEMBER 2019	3,950.00	01680000-52276	JANITORIAL SERVICES	2077	
	<u>3,950.00</u>				
NASSCO					
2019 MEMBERSHIP-G ULREICH	30.00	01620100-52234	DUES & SUBSCRIPTIONS	16238	
	<u>30.00</u>				
NATIONAL ASSN OF SOCIAL WORKERS					
MBT RENEWAL DUES	236.00	01662500-52234	DUES & SUBSCRIPTIONS	884603465 19/20	
NASW KMC 2019	236.00	01662500-52234	DUES & SUBSCRIPTIONS	885644005 19/20	
	<u>472.00</u>				
NATIONAL ENGRAVERS					
RETIREMENT PLAQUES	243.00	01660100-53317	OPERATING SUPPLIES	73138	
SAILER PLAQUE	95.00	01600000-53315	PRINTED MATERIALS	73206	
	<u>338.00</u>				

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NMI					
CC GATEWAY FEES-SEPT 2019	10.00	01610100-52256	BANKING SERVICES	2719335140	
	<u>10.00</u>				
NORTHEASTERN ILLINOIS PUBLIC SAFETY					
SNWPLW TRNING-FRANK M 11/19/19	118.75	01670200-52223	TRAINING	191119SPD	
SNWPLW TRNING-JAMES D 11/12/19	118.75	01670200-52223	TRAINING	191112SPD	
	<u>237.50</u>				
NOTARY PUBLIC ASSOCIATION OF IL					
MABBITT NEW NOTARY	88.00	01662700-52234	DUES & SUBSCRIPTIONS	NOTARY 2019-MABBIT	
	<u>88.00</u>				
ORIENTAL TRADING COMPANY INC					
ADOPT-A-COP SUPPLIES	73.20	01664700-53325	COMMUNITY RELATIONS	698139264	
ADOPT-A-COP SUPPLIES	253.44	01664700-53325	COMMUNITY RELATIONS	698139204	
CERT SUPPLIES	68.70	01664700-53325	COMMUNITY RELATIONS	698039832	
	<u>395.34</u>				
PARVIN-CLAUSS SIGN COMPANY					
VH ADA SIGNAGE	784.00	01680000-53319	MAINTENANCE SUPPLIES	83549	
	<u>784.00</u>				
PDQ.COM					
PDQ DEPLOY/INVENTORY	900.00	01652800-52255	SOFTWARE MAINTENANCE	8586X	
	<u>900.00</u>				
PESI SEMINARS					
KMC TRAINING 11/21/19	219.99	01662500-52223	TRAINING	2161435	
	<u>219.99</u>				
PLATINUM POOLCARE AQUATECH LTD					
FOUNTAIN AUGUST MAINT	1,861.40	01680000-52219	TC MAINTENANCE	97773	
	<u>1,861.40</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on OCTOBER 21,2019**

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PLOTE CONSTRUCTION INC					
2019 FLEXIBLE PAVEMENT PROGRAM THROUGH	-4,700.10	06-21112	RETAINAGE - PLOTE	190200.06 PO-462591	
2019 FLEXIBLE PAVEMENT PROGRAM THROUGH	47,000.96	06320000-54470	STREET RESURFACING	190200.06 PO-462591	
	42,300.86				
POMPS TIRE SERVICE					
AG TIRES	418.02	01696200-53354	PARTS PURCHASED	410704832	
SP RIMS	235.00	01696200-53354	PARTS PURCHASED	410710546	
SP TIRES	660.00	01696200-53354	PARTS PURCHASED	410710161	
SP TIRES	770.00	01696200-53354	PARTS PURCHASED	280101914	
SP TIRES	1,096.76	01696200-53354	PARTS PURCHASED	280101925	
	3,179.78				
POSITIVE PROMOTIONS					
ADOPT-A-COPSUPPLIES	374.76	01664700-53325	COMMUNITY RELATIONS	23448125	
	374.76				
PRIORITY PRODUCTS INC					
NUTS & SCREWS	20.14	01696200-53317	OPERATING SUPPLIES	940960	
RETAINER,SEALANT,TIES	48.59	01696200-53317	OPERATING SUPPLIES	941119	
ST. LIGHT OP'S	141.83	01670300-53215	STREET LIGHT SUPPLIES	941560	
SUPPLIES	370.16	01696200-53317	OPERATING SUPPLIES	941157	
	580.72				
PULLTARPS MFG					
SP RELAY	101.47	01696200-53354	PARTS PURCHASED	219855-1	
	101.47				
RANDALL PRESSURE SYSTEMS INC					
SP FITTINGS	23.56	01696200-53354	PARTS PURCHASED	I-29405-0	
	23.56				

**Village of Carol Stream
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RAY O'HERRON CO					
BULLERI	311.97	01662700-53324	UNIFORMS	1940695	
BUSCH	108.00	01664700-53324	UNIFORMS	1940694	
CUMMINGS	341.00	01662700-53324	UNIFORMS	1940691	
EBY	794.00	01664700-53324	UNIFORMS	1944785	
FRY	153.00	01662700-53324	UNIFORMS	1940696	
LALLY	338.87	01662700-53324	UNIFORMS	1942361	
MABBITT	211.99	01662700-53324	UNIFORMS	1944784	
MARJ TEST KITS	61.65	01660100-53317	OPERATING SUPPLIES	1940693	
MEJIA	85.98	01662700-53324	UNIFORMS	1943785	
SAILER	109.96	01660100-53324	UNIFORMS	1940919	
ZOCHERT	144.50	01660100-53324	UNIFORMS	1940692	
ZOCHERT	803.61	01660100-53324	UNIFORMS	1943049	
	3,464.53				
REFUNDS PRESERVATION BONDS					
DRIVEWAY BOND REFUND 19-1203-DRVW	300.00	01-24302	ESCROW - GRADING	552 CHIPPEWA TRAIL	
DRIVEWAY BOND REFUND 19-51117-DRVW	300.00	01-24302	ESCROW - GRADING	1431 IRIS	
DRIVEWAY BOND REFUND 19-51243-DRVW	300.00	01-24302	ESCROW - GRADING	290 SPRINGBROOK LN	
DRIVEWAY BOND REFUND 19-51259-DRVW	300.00	01-24302	ESCROW - GRADING	750 BUFFALO	
DRIVEWAY BOND REFUND 19-51321-DRVW	300.00	01-24302	ESCROW - GRADING	894 HIGH RIDGE PASS	
PATIO BOND REFUND #2170282 19-51239-PATI	200.00	01-24302	ESCROW - GRADING	610 ADAMS LANE	
PATIO BOND REFUND 19-51148-PATI	200.00	01-24302	ESCROW - GRADING	900 DEARBORN CIR	
	1,900.00				
REFUNDS TAX STAMPS					
STAMP 030910-PROPERTY UNINCORPORATED	25.00	01000000-41208	REAL ESTATE TRANSFER TAX	STAMP 030910	
	25.00				

**Village of Carol Stream
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RENTAL MAX					
REFUND-STUMP GRINDER	-80.17	01670700-52264	EQUIPMENT RENTAL	381280-8REF	
STUMP GRINDER RENTAL	318.73	01670700-52264	EQUIPMENT RENTAL	381280-8	
STUMP RENTAL	-0.65	01670700-52264	EQUIPMENT RENTAL	377198-8REF	
STUMP RENTAL	292.97	01670700-52264	EQUIPMENT RENTAL	377198-8	
	<u>530.88</u>				
RESTAURANT-MASTERCARD					
	165.00	01664700-53325	COMMUNITY RELATIONS	002474	
AUG CHIEFS MEETING	15.99	01660100-52222	MEETINGS	014599	
CINNAMON ROLLS FOR NEMRT 9/20/19	30.22	01660100-52223	TRAINING	019949	
DONUTS FOR NEMRT TRNG	11.28	01660100-52223	TRAINING	051133	
GREAT BREAKFAST@OCC	150.00	01664700-53325	COMMUNITY RELATIONS	051691	
SEPT CHIEFS MEETING	15.99	01660100-52222	MEETINGS	029024	
SPCL PC MEETING 8/26/19	115.90	01641700-52222	MEETINGS	039130	
SPLIT - SPECIAL OLYMP	112.00	01664700-53325	COMMUNITY RELATIONS	083451	
SPLIT - VLG BBQ	80.00	01600000-52242	EMPLOYEE RECOGNITION	083451	
VOLUNTEER REFRESHMENT	46.46	01664700-53325	COMMUNITY RELATIONS	001952	
WORKSHOP 9/16/19	147.09	01520000-52222	MEETINGS	0099808	
	<u>889.93</u>				
REX RADIATOR & WELDING CO INC					
SP RADIATOR	995.00	01696200-53354	PARTS PURCHASED	B133075	
	<u>995.00</u>				
ROSS STORES					
CLOTH ALLOW - HECK	29.99	01664700-53324	UNIFORMS	046455	
	<u>29.99</u>				
RUSSO POWER EQUIPMENT					
TREE OP'S	201.08	01670700-53317	OPERATING SUPPLIES	6394303	
	<u>201.08</u>				

**Village of Carol Stream
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SAE CUSTOMS INC					
691 ELECTRONICS EQUIP	780.96	01662700-52244	MAINTENANCE & REPAIR	2185	
	<u>780.96</u>				
SAFEKIDS WORLDWIDE					
ALEX ROY CPS RECERTIFICATION 9/26/17-9/25/1	55.00	01662700-52223	TRAINING	NCPS-ROY	
GREG KAISER-CPS RECERT 09/27/17-09/25/19	55.00	01662700-52223	TRAINING	NCPS-KAISER	
	<u>110.00</u>				
SIKICH LLP					
AUDIT FEES-FY19	1,500.00	01520000-52237	AUDIT FEES	406729	
	<u>1,500.00</u>				
SIMPLY COMPLIANCE					
RENEWAL-REBHOLZ 13-MONTHS	2,756.00	01600000-52223	TRAINING	52290978	
	<u>2,756.00</u>				
SKC CONSTRUCTION INC					
2019 CRACKFILL PROJECT	75,658.08	06320000-52211	CRACKFILLING	9010 PO-462598	
	<u>75,658.08</u>				
SNAP ON INDUSTRIAL					
OUTFIT NEW TRAILER	166.67	01670400-54412	OTHER EQUIPMENT	ARV/41130735	
	<u>166.67</u>				
SPRAY TECH					
AG SPOOL	85.56	01696200-53354	PARTS PURCHASED	8434	
	<u>85.56</u>				
STALWORTH UNDERGROUND, LLC					
FAIR OAKS-RETAINING WALL REPAIR	61,200.00	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	00001 PO-462603	
	<u>61,200.00</u>				

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STANDARD EQUIPMENT COMPANY					
AG HANDLE	68.00	01696200-53354	PARTS PURCHASED	P16112	
SP DECAL	115.22	01696200-53354	PARTS PURCHASED	P16831	
SP OIL	227.10	01696200-53354	PARTS PURCHASED	P16830	
	<u>410.32</u>				
STEVE PIPER & SONS INC					
TREE REMOVAL SERVICES	707.30	01670700-52268	TREE MAINTENANCE	13681	20200052
TREE REMOVAL SERVICES	1,683.30	01670700-52268	TREE MAINTENANCE	13838	20200052
	<u>2,390.60</u>				
SUBURBAN LABORATORIES INC					
VARIOUS WATER SAMPLES	2,555.00	04201600-52279	LAB SERVICES	168697	20200031
	<u>2,555.00</u>				
SUMMIT SAFETY LLC					
HARD HATS	46.35	01670500-53317	OPERATING SUPPLIES	246331	
HARD HATS	46.36	04201600-53317	OPERATING SUPPLIES	246331	
	<u>92.71</u>				
TESTING SERVICE CORP					
TESTING FLEXIBLE PAVEMENT 2019	1,753.00	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	N114608	20200048
	<u>1,753.00</u>				
THE BOARD OF TRUSTEES OF THE UNIV OF ILL					
LAB TESTING	650.00	01662300-53317	OPERATING SUPPLIES	H0542	
LAB TESTING	1,375.00	01662300-53317	OPERATING SUPPLIES	H0550	
	<u>2,025.00</u>				

**Village of Carol Stream
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THE SAFARILAND GROUP					
PASKEVICZ-LESS LETHAL 10/9/19	275.00	01662400-52223	TRAINING	61971	
RUDELICH-LESS LETHAL 10/9/19	275.00	01662700-52223	TRAINING	61660	
UNIFORM SUPPLIES	67.99	01662700-53324	UNIFORMS	00466302	
	<u>617.99</u>				
THE UPS STORE					
AG SHIPPING	9.10	01696200-53354	PARTS PURCHASED	067803	
	<u>9.10</u>				
THOMAS ENGINEERING GROUP, LLC					
SCHMALE RD WATERMAIN PHASE II	6,977.54	04201600-54480	CONSTRUCTION	19-236	20200011
	<u>6,977.54</u>				
TITAN SUPPLY INC					
SUPPLIES	705.80	01680000-53320	JANITORIAL SUPPLIES	3613	
	<u>705.80</u>				
TJ MAXX					
CLOTHALLOW-ANDREJEVIC	19.99	01664700-53324	UNIFORMS	088959	
	<u>19.99</u>				
TRAFFIC CONTROL & PROTECTION					
SIGNS	93.00	01670300-53344	STREET SIGNS	101815	
SIGNS	267.10	01670300-53344	STREET SIGNS	101813	
STICKERS FOR PD	165.00	01670100-53317	OPERATING SUPPLIES	101814	
	<u>525.10</u>				
TRANS UNION LLC					
MTHLY CREDIT CHECKS	85.00	01662400-53330	INVESTIGATION FUND	08900368	
	<u>85.00</u>				

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TRAVEL-MASTERCARD					
MADD BANQUET PARKING	6.00	01662300-53317	OPERATING SUPPLIES	473941	
	<u>6.00</u>				
TREASURER OF THE STATE OF ILLINOIS					
UNCLAIMED PROPERTY 7/1/15-6/30/16	175.39	04-24131	UNCLAIMED DEPOSITS	FY2019 UNCLAIMED	
UNCLAIMED PROPERTY 7/1/15-6/30/16	260.00	01-24131	UNCLAIMED DEPOSITS	FY2019 UNCLAIMED	
	<u>435.39</u>				
TYCO FIRE & SECURITY (US)MGMT INC					
ALARM-1349 CHARGER CT	58.83	04100100-52234	DUES & SUBSCRIPTIONS	32967193	
KUHN RD-REPAIRS TO FIRE SYSTEM	972.53	04201600-52244	MAINTENANCE & REPAIR	86233231	
	<u>1,031.36</u>				
U S POSTMASTER					
S/O NOTICE POSTAGE OCT 2019	80.50	04103100-52229	POSTAGE	1529 10/10/19	
S/O NOTICE POSTAGE OCT 2019	80.50	04203100-52229	POSTAGE	1529 10/10/19	
	<u>161.00</u>				
UNITED RADIO COMMUNICATIONS					
RADIO REP	9.95	01670200-53317	OPERATING SUPPLIES	109020908-1	
	<u>9.95</u>				
UNITED STATES POSTAL SERVICE					
DUI KIT TO ISP LAB	14.15	01662400-53317	OPERATING SUPPLIES	010542	
	<u>14.15</u>				
UPS GROUND SERVICE					
HAVIS DOCK REPAIR	11.77	01652800-53317	OPERATING SUPPLIES	1ZP69KT00334392749	
	<u>11.77</u>				
USA BLUE BOOK					
LIFTING SLINGS	129.35	04201600-53317	OPERATING SUPPLIES	015695	
	<u>129.35</u>				

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VERIZON WIRELESS					
EMAG SERVICE 7/3/19-8/2/19	1.72	01652800-52230	TELEPHONE	9835317950	
EMAG SERVICES 08/03/19-09/02/19	1.72	01652800-52230	TELEPHONE	9837315402	
	<u>3.44</u>				
VERMEER ILLINOIS					
SP GASKET	18.76	01696200-53354	PARTS PURCHASED	PE0330	
	<u>18.76</u>				
VISTAPRINT.COM					
BUSINESS CARDS - BC	30.19	01620100-53314	OFFICE SUPPLIES	1000000	
	<u>30.19</u>				
WAL MART					
CARDS	9.64	01600000-52242	EMPLOYEE RECOGNITION	056049	
CERT SUPPLIES	14.97	01664700-53325	COMMUNITY RELATIONS	007343	
COFFEE SUPPLIES	146.40	01662700-53317	OPERATING SUPPLIES	399291	
GIVEAWAY FOR GREAT	19.98	01664700-53325	COMMUNITY RELATIONS	054914	
STEP STOOL	33.69	01662400-53317	OPERATING SUPPLIES	041466	
VILLAGE BBQ	11.16	01600000-52242	EMPLOYEE RECOGNITION	011834	
VOLUNTEER SUPPLIES	97.32	01664700-53325	COMMUNITY RELATIONS	007196	
	<u>333.16</u>				
WESTERN REMAC INC					
DECALS	151.40	01670400-54412	OTHER EQUIPMENT	56996	
	<u>151.40</u>				
WESTMORE SUPPLY CO					
1312 ANTIGO-CONCRETE 09/24/19	557.50	01670500-53317	OPERATING SUPPLIES	R101114	
1437 JASON-CONCRETE 9/20/19	730.00	01670500-53317	OPERATING SUPPLIES	R101133	
891 WACO-CONCRETE 9/17/19	647.50	01670500-53317	OPERATING SUPPLIES	R101179	
	<u>1,935.00</u>				

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WHEATON MULCH INC					
DIRT FOR RESTOS	204.00	04201600-53317	OPERATING SUPPLIES	19-3619	
DIRT/SEED	196.00	01670400-53317	OPERATING SUPPLIES	19-3777	
	<u>400.00</u>				
ZEUS BATTERY PRODUCT					
BATTERIES	25.83	01670300-53317	OPERATING SUPPLIES	00244048	
	<u>25.83</u>				
ZONES INC					
ZONES REBATE OCT 2019	204,715.81	01720000-58207	ZONES SALES TAX REIMB	ZONES REBATE 10/2019	
	<u>204,715.81</u>				
GRAND TOTAL	<u><u>\$1,557,743.20</u></u>				

ADDENDUM WARRANTS
October 8, 2019 Thru October 21, 2019

Fund	Check #	Vendor	Description	Amount
General	A C H	Wheaton Bank & Trust	Payroll September 23, 2019 thru October 6, 2019	720,914.70
Water & Sewer	A C H	Wheaton Bank & Trust	Payroll September 23, 2019 thru October 6, 2019	78,184.49
				<u>799,099.19</u>

Approved this _____ day of _____, 2019

By: _____
 Frank Saverino Sr - Mayor

 Laura Czarnecki - Village Clerk

Village of Carol Stream
General Fund Budget Summary
For the Month Ended September 30, 2019

	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	\$ 629,136	\$ 607,648	(21,488) -3%		\$ 3,138,669	\$ 3,013,271	(125,398) -4%		\$ 6,935,000	\$ 2,854,796	\$ 3,013,271	158,475 6%	
Home Rule Sales Tax	360,671	452,282	91,611 25%		1,744,253	2,212,206	467,952 27%		5,150,000	2,120,000	2,212,206	92,206 4%	
State Income Tax	243,719	236,284	(7,436) -3%		1,629,876	1,922,184	292,307 18%		3,960,000	1,823,512	1,922,184	98,671 5%	
Utility Tax - Electricity	177,388	184,799	7,410 4%		815,107	784,502	(30,604) -4%		1,880,000	791,419	784,502	(6,917) -1%	
Telecommunications Tax	84,539	60,166	(24,374) -29%		420,048	338,279	(81,769) -19%		877,000	365,417	338,279	(27,138) -7%	
Fines (Court, Ord., ATLE, Towing)	108,712	150,503	41,792 38%		596,959	684,391	87,432 15%		1,468,000	618,983	684,391	65,408 11%	
Natural Gas Use Tax	16,145	14,912	(1,233) -8%		165,437	147,235	(18,202) -11%		620,000	145,000	147,235	2,235 2%	
Other Taxes (Use, Hotel, PPRT Real Estate, Alcohol)	241,403	320,639	79,237 33%		1,504,875	1,363,667	(141,208) -9%		3,527,000	1,469,338	1,363,667	(105,671) -7%	
Licenses (Vehicle, Liquor, etc.)	4,623	20,600	15,978 346%		415,785	545,343	129,559 31%		898,000	689,433	545,343	(144,090) -21%	
Cable Franchise Fees	-	-	- 0%		268,251	259,929	(8,321) -3%		535,000	222,917	259,929	37,013 17%	
Building Permits	83,705	81,363	(2,342) -3%		317,008	354,804	37,796 12%		662,500	299,000	354,804	55,804 19%	
Fees for Services	59,924	66,767	6,843 11%		382,139	384,525	2,386 1%		797,500	430,333	384,525	(45,809) -11%	
Interest Income	17,840	20,616	2,775 16%		61,106	105,846	44,740 73%		210,000	87,500	105,846	18,346 21%	
All Other / Miscellaneous	70,531	109,941	39,410 56%		456,640	574,657	118,017 26%		955,000	378,500	574,657	196,157 52%	
Revenue Totals	2,098,336	2,326,519	228,183 11%		11,916,152	12,690,839	774,687 7%		28,475,000	12,296,149	12,690,839	394,690 3%	
EXPENDITURES													
Fire & Police Commission	-	775	775 100%		25,615	2,479	(23,136) -90%		36,311	15,130	2,479	(12,650) -84%	
Village Board & Clerk	5,967	5,411	(556) -9%		58,397	85,032	26,636 46%		151,123	62,968	85,032	22,064 35%	
Plan Commission & ZBA	444	628	184 41%		1,901	1,474	(426) -22%		5,400	2,250	1,474	(776) -34%	
Emergency Services	-	-	- 0%		-	-	- 0%		158,000	-	-	- 0%	
Legal Services	14,425	22,903	8,478 59%		88,323	105,956	17,633 20%		273,500	113,958	105,956	(8,002) -7%	
Village Clerk	3,239	-	(3,239) -100%		16,994	-	(16,994) -100%		-	-	-	- 0%	
Administration	53,600	50,445	(3,155) -6%		318,207	322,929	4,723 1%		865,717	360,715	322,929	(37,786) -10%	
Employee Relations	35,380	32,697	(2,683) -8%		166,950	171,186	4,237 3%		451,994	188,331	171,186	(17,144) -9%	
Financial Management	62,086	56,319	(5,768) -9%		385,963	354,837	(31,126) -8%		720,036	300,015	354,837	54,822 18%	
Engineering Services	99,259	67,428	(31,831) -32%		578,379	610,424	32,046 6%		1,388,189	578,412	610,424	32,012 6%	
Community Development	85,570	74,045	(11,525) -13%		432,154	448,608	16,454 4%		1,031,122	429,634	448,608	18,973 4%	
Information Technology	69,464	92,382	22,918 33%		552,607	561,434	8,827 2%		1,508,202	628,418	561,434	(66,983) -11%	
Police	1,134,033	1,158,736	24,703 2%		6,556,452	6,901,751	345,298 5%		16,809,037	7,003,765	6,901,751	(102,015) -1%	
Public Works	222,418	259,082	36,664 16%		1,228,342	1,348,173	119,830 10%		3,991,715	1,663,215	1,348,173	(315,042) -19%	
Municipal Building	77,250	29,009	(48,240) -62%		308,745	172,690	(136,055) -44%		474,059	197,525	172,690	(24,835) -13%	
Municipal Garage	(19,693)	(671)	19,022 -97%		(51,786)	(1,103)	50,683 -98%		-	-	(1,103)	(1,103) 100%	
Transfers and Agreements	-	-	- 0%		174,350	252,045	77,695 45%		566,700	200,000	252,045	52,045 26%	
Town Center	2,550	1,079	(1,471) -58%		42,388	39,915	(2,473) -6%		43,895	43,895	39,915	(3,980) -9%	
Expenditure Totals	1,845,992	1,850,267	4,276 0%		10,883,981	11,377,831	493,850 5%		28,475,000	11,788,230	11,377,831	(410,399) -3%	
Net Increase / (Decrease)	252,344	476,252	223,908		1,032,171	1,313,007	280,837		-	507,918	1,313,007	805,089	

Village of Carol Stream
Water and Sewer Fund Budget Summary
For the Month Ended September 30, 2019

	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	\$ 831,154	\$ 771,061	(60,092)	-7%	\$ 3,787,392	\$ 3,875,612	88,221	2%	\$ 8,816,000	\$ 3,911,805	\$ 3,875,612	(36,193)	-1%
Sewer Billings	372,371	360,941	(11,429)	-3%	1,665,815	1,800,963	135,148	8%	4,053,000	1,798,383	1,800,963	2,580	0%
Penalties/Admin Fees	9,773	18,801	9,028	92%	70,706	82,840	12,135	17%	176,000	73,333	82,840	9,507	13%
Connection/Expansion Fees	-	350	350	100%	20,197	43,711	23,514	116%	28,000	11,667	43,711	32,044	275%
Interest Income	18,416	19,389	973	5%	77,146	101,908	24,762	32%	225,000	93,750	101,908	8,158	9%
Rental Income	12,376	21,490	9,114	74%	61,579	69,854	8,275	13%	152,000	63,333	69,854	6,521	10%
All Other / Miscellaneous	12,775	4,727	(8,048)	-63%	81,507	304,657	223,150	274%	110,000	22,500	304,657	282,157	1254%
Revenue Totals	1,256,865	1,196,760	(60,105)	-5%	5,764,341	6,279,546	515,205	9%	13,560,000	5,974,772	6,279,546	304,774	5%
EXPENDITURES													
Salaries & Benefits	117,515	145,234	27,719	24%	629,250	749,350	120,100	19%	1,670,102	695,875	749,350	53,475	8%
Purchase of Water	655,276	555,298	(99,978)	-15%	2,872,258	2,432,588	(439,669)	-15%	6,024,000	2,786,939	2,432,588	(354,351)	-13%
WRC Operating Contract	143,819	146,962	3,144	2%	865,842	943,613	77,771	9%	1,894,000	789,167	943,613	154,447	20%
Maintenance & Operating	134,089	114,962	(19,127)	-14%	808,845	1,006,267	197,422	24%	2,594,612	1,081,088	1,006,267	(74,821)	-7%
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%	56,891	55,910	(981)	-2%	55,910	55,910	55,910	(0)	0%
Capital Outlay	-	3,000	3,000	100%	33,468	88,245	54,777	164%	3,503,000	903,000	88,245	(814,755)	-90%
Expenditure Totals	1,265,025	1,179,782	(85,243)	-7%	5,480,879	5,490,299	9,420	0%	16,170,274	6,526,303	5,490,299	(1,036,004)	-16%
Net Increase / (Decrease)	(8,160)	16,978	25,138		283,462	789,247	505,785		(2,610,274)	(551,531)	789,247	1,340,778	

Village of Carol Stream
Capital Budget Summary
 For the Month Ended September 30, 2019

	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
CAPITAL PROJECTS FUND											
REVENUES											
Local Motor Fuel Tax	\$ 74,650	\$ 75,363	\$ 712	1%	\$ 223,110	\$ 375,178	\$ 152,068	68%	\$ 950,000	\$ 375,178	39%
Capital Grants	-	-	-	0%	5,104	-	(5,104)	-100%	503,000	-	0%
Interest Income	16,117	11,548	(4,570)	-28%	104,562	68,183	(36,380)	-35%	180,000	68,183	38%
All Other / Miscellaneous	-	-	-	0%	-	3,981	3,981	100%	320,000	3,981	1%
Revenue Totals	90,768	86,910	(3,857)	-4%	332,776	447,341	114,565	34%	1,953,000	447,341	23%
EXPENDITURES											
Roadway Improvements	206,904	17,412	(189,492)	-92%	2,266,024	701,967	(1,564,057)	-69%	2,400,000	701,967	29%
Facility Improvements	501,697	425	(501,272)	-100%	4,743,614	229,907	(4,513,707)	-95%	150,000	229,907	153%
Stormwater Improvements	7,615	29,074	21,459	282%	8,602	42,609	34,007	395%	904,000	42,609	5%
Miscellaneous	420	15,185	14,765	3516%	546	20,583	20,037	3670%	1,000	20,583	2058%
Expenditure Totals	716,635	62,096	(654,539)	-91%	7,018,785	995,065	(6,023,720)	-86%	3,455,000	995,065	29%
Net Increase / (Decrease)	(625,867)	24,814	650,681	-104%	(6,686,009)	(547,724)	6,138,285	-92%	(1,502,000)	(547,724)	36%
MFT FUND											
REVENUES											
Motor Fuel Tax Allotments	\$ 86,807	\$ 132,055	45,248	52%	\$ 428,131	\$ 465,732	37,601	9%	\$ 1,010,000	\$ 465,732	46%
Interest Income	1,517	7,429	5,912	390%	6,056	40,778	34,722	573%	50,000	40,778	82%
Revenue Totals	88,324	139,484	51,160	58%	434,187	506,510	72,322	17%	1,060,000	\$ 506,510	48%
EXPENDITURES											
Street Resurfacing - Capital	-	212,055	212,055	100%	-	1,020,158	1,020,158	100%	2,200,000	1,020,158	0%
Crack Filling	-	-	-	0%	-	-	-	0%	123,000	-	0%
Expenditure Totals	-	212,055	212,055	100%	-	1,020,158	1,020,158	#DIV/0!	2,323,000	1,020,158	44%
Net Increase / (Decrease)	88,324	(72,572)	(160,896)	-182%	434,187	(513,648)	(947,835)	-218%	(1,263,000)	(513,648)	41%

* 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, 2019

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	\$ 158,391	\$ 174,621	\$ 16,231	10%	\$ 316,781	\$ 349,261	\$ 32,480	10%	\$ 326,000	\$ 326,000	\$ 349,261	\$ 23,261	7%
Sales Taxes	-	-	-	0%	32,114	34,455	2,340	7%	95,700	32,500	34,455	1,955	6%
Interest Income	442	664	222	50%	2,038	3,550	1,511	74%	6,600	2,765	3,550	785	28%
Village Contribution	-	-	-	0%	17,136	19,241	2,106	12%	18,200	18,200	19,241	1,041	6%
Revenue Totals	158,833	175,286	16,452	10%	368,070	406,507	38,438	100%	446,500	379,465	406,507	27,042	7%
EXPENDITURES													
Legal Fees	-	258	258	100%	2,361	753	(1,609)	-68%	3,000	1,250	753	(498)	-40%
Other Expenses	-	-	-	0%	111,327	119,137	7,810	7%	215,000	107,500	119,137	11,637	11%
Expenditure Totals	-	258	258	100%	113,688	119,889	6,201	5%	218,000	108,750	119,889	11,139	10%
Net Increase / (Decrease)	158,833	175,028	16,194		254,382	286,618	32,236		228,500	270,715	286,618	15,903	

Village of Carol Stream
Police Pension Fund Budget Summary
For the Month Ended September 30, 2019

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	\$ 759,306	\$ 501,686	(257,620)	-34%	\$ 2,218,307	\$ 1,677,897	(540,410)	-24%	\$ 3,360,000	\$ 1,400,000	\$ 1,677,897	277,897	20%	
Employee Contributions	47,439	49,769	2,330	5%	260,298	307,142	46,844	18%	680,000	283,330	307,142	23,812	8%	
Village Contribution	202,915	218,792	15,877	8%	1,014,575	1,093,960	79,385	8%	2,625,502	1,093,960	1,093,960	-	0%	
Other Revenues	-	-	-	0%	-	-	-	0%	-	-	-	-	0%	
Revenue Totals	1,009,660	770,247	(239,413)	-24%	3,493,180	3,078,999	(414,181)	-12%	6,665,502	2,777,290	3,078,999	301,709	11%	
EXPENDITURES														
Investment and Admin Fees	2,442	4,015	1,573	64%	54,731	54,943	211	0%	171,500	71,458	54,943	(16,516)	-23%	
Participant Benefit Payments	242,256	270,675	28,419	12%	1,207,626	1,329,650	122,024	10%	3,501,000	1,334,000	1,329,650	(4,350)	0%	
Expenditure Totals	244,698	274,690	29,992	12%	1,262,357	1,384,592	122,235	10%	3,672,500	1,405,458	1,384,592	(20,866)	-1%	
Net Increase / (Decrease)	764,962	495,556	(269,405)		2,230,823	1,694,407	(536,416)		2,993,002	1,371,832	1,694,407	322,575		

Village of Carol Stream
Schedule of Cash and Investment Balances
September 30, 2019

FUND	CASH	LGIPs*	Investments**	TOTAL CASH & INVESTMENTS	LAST YEAR 9/30/2018
GENERAL FUND	\$ 465,730.97	\$ 12,435,628.49	\$ -	\$ 12,901,359.46	\$ 10,721,264.20
WATER & SEWER FUND	1,185,280.24	10,643,544.62	884,300.00	12,713,124.86	12,166,638.80
CAPITAL PROJECTS FUND	80,149.30	6,642,258.56	-	6,722,407.86	9,566,570.23
MFT FUND	-	3,768,643.50	-	3,768,643.50	3,425,764.33
NORTH/SCHMALE TIF FUND	424,667.16	381,566.44	-	806,233.60	565,365.75
POLICE PENSION FUND	<u>301,180.71</u>	<u>142,358.13</u>	<u>51,289,647.70</u>	<u>51,733,186.54</u>	<u>48,877,056.17</u>
TOTAL	<u>\$ 2,457,008.38</u>	<u>\$ 34,013,999.74</u>	<u>\$ 52,173,947.70</u>	<u>\$ 88,644,955.82</u>	<u>\$ 85,322,659.48</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 Certificates of Deposit
September 30, 2019**

<u>FDIC #</u>	<u>Coupon</u>	<u>Financial Institution</u>	<u>State</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u># Days</u>	<u>Total Cost</u>	<u>Net Yield</u>	<u>Face/ Par</u>
							#10125		
04 - Water and Sewer									
29147	3.100%	Northeast Community Bank	NY	12/17/2018	12/17/2019	365	\$ 200,000.00	2.780%	\$ 205,560.11
33823	3.050%	Capital Community Bank	UT	12/17/2018	12/17/2019	365	200,000.00	2.752%	205,504.00
22398	2.850%	Modern Bank, National Association	NY	12/17/2018	9/13/2019	270	-	2.600%	105,108.40
24045	3.000%	Pacific Western Bank	CA	1/16/2019	3/11/2020	420	242,100.00	2.731%	249,713.74
57993	2.910%	Servisfirst Bank	FL	1/16/2019	3/11/2020	420	242,200.00	2.707%	249,723.68
Subtotal							\$ 884,300.00		
Total							\$ 884,300.00		