

Village of Carol Stream

BOARD MEETING AGENDA FEBRUARY 6, 2017 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 January 17, 2017 Special Workshop Meeting.
2. Approval of Minutes of the January 17, 2017 Village Board Meeting.
3. Approval of Minutes of the January 23, 2017 Village Board Meeting.

C. LISTENING POST:

1. Vehicle Sticker Contest Winner: Kaitlyn Czarnecki
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:

1. Plan Commission/Zoning Board of Appeals
 - a. #16-2080-Village of Carol Stream-295 Kuhn Road
Termination of Special Use Permit
RECOMMENDED APPROVAL 7-0
Zoning Map Amendment (B-3 to R-1)
Continued from the December 12, 2016 meeting
RECOMMENDED APPROVAL 7-0
 - b. #16-2084-Village of Carol Stream-505 E. North Avenue
Special Use Permit for a Public Service Use
Special Use Permit for Outdoor Activities and Operations
Sign Code Variation for an Off-Premise Sign
RECOMMENDED APPROVAL SUBJECT TO CONDITIONS 6-0-1

Village of Carol Stream

BOARD MEETING

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G. OLD BUSINESS:

H. STAFF REPORTS AND RECOMMENDATIONS:

1. Award of Contract for Temporary Village Hall/Police Station Facility Data and Voice Communications. *Staff is seeking approval of a 36 month data and voice communications contract with Comcast for communications services at a cost of \$3,533/month, pursuant to Section 5-8-14(f) of the Carol Stream Code of Ordinances.*
2. Award of Contract-2017 Klein Creek Stream Maintenance. *Staff recommends awarding the 2017 Klein Creek Stream Maintenance contract to Clean Cut Tree Service at a cost of \$33,200.00.*
3. Request for Additional Architectural Services-Multiple Bid Releases. *Staff is requesting approval of multiple bid releases to the architectural services agreement with Williams Architects at a cost of \$8,000 to allow construction to proceed more quickly prior to the onset of winter weather conditions.*
4. Authorizing Increase in Scope of Services with MTI Construction Services for Renovation of the Temporary Village Hall/Police Station at 505 E. North Avenue. *Staff requests Village Board authorization to increase the scope of work for MTI to serve as Construction Manager/General Contractor for renovations to the temporary Village Hall/Police Station located at 505 E. North Avenue at a cost of \$61,406.92.*

I. ORDINANCES:

1. Ordinance No. ____ Terminating a Special Use Permit for Landscape Waste Transfer Station (Village of Carol Stream-295 N. Kuhn Road). *See F-1-a.*
2. Ordinance No. ____ Approving a Zoning Map Amendment to Rezone Property from the B-3 Service District to the R1 One Family Residence District (295 N. Kuhn Road). *See F-1-a.*

Village of Carol Stream

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3. Ordinance No. ____ Approving a Special Use Permit for a Public Service Use and Special Use Permit for Outdoor Activities and Operations in the I Industrial District (Village of Carol Stream, 505 E. North Avenue).
See F-1-b.

J. RESOLUTIONS:

1. Resolution No. ____ declaring Surplus Property owned by the Village of Carol Stream. *Staff recommends declaring miscellaneous Public Work's items surplus for the purpose of scrapping or selling at auction.*
2. Resolution No. ____, Motor Fuel Tax Resolution for Maintenance of Streets & Highways by Municipality under the Illinois Highway Code (Section 17-00000-00-GM – 2017 Flexible Pavement Project). *The Illinois Department of Transportation requires a Resolution for Maintenance of Streets & Highways by Municipality under the Illinois Highway Code to use motor fuel tax funds for 2017 Flexible Pavement Project in the amount of \$4,097,962.25.*
3. Resolution No. ____ Authorizing the execution of an Agreement between the Village of Carol Stream and Cartegraph Systems, Inc. for the Cartegraph Master and Purchase Agreements-Cartegraph Operations Management Systems Software. *Staff and the Village Attorney recommend approval of the Cartegraph Master and Purchase Agreements with Cartegraph's comment responses and specifications incorporated as context exhibits. Based on the attached Purchase Agreement Year 1 costs are \$165,245.68 and the annual cost thereafter for Years 2 and 3 is \$49,945.68.*

K. NEW BUSINESS:

1. Raffle License Application-Carl Sandburg Elementary School PTA. *Carl Sandburg Elementary School PTA requests approval of a raffle license and waiver of the fee and Manager's Fidelity Bond for their Trivia Night fundraiser to be held at the American Legion on March 4, 2017.*

Village of Carol Stream

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AGENDA

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7:30 P.M.

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

L. PAYMENT OF BILLS:

1. Regular Bills: January 18, 2017 through February 6, 2017.
2. Addendum Warrants: January 18, 2017 through February 6, 2017.

M. REPORT OF OFFICERS:

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

N. EXECUTIVE SESSION:

O. ADJOURNMENT:

LAST ORDINANCE	2017-01-02	LAST RESOLUTION	2922
NEXT ORDINANCE	2017-02-03	NEXT RESOLUTION	2923

Village of Carol Stream

Special Workshop Meeting of the Village Board

Website Redesign Focus Group

Gregory J. Bielawski Municipal Center
500 N. Gary Avenue, Carol Stream, IL 60188
January 17, 2017
6:00 p.m. – 7:10 p.m.

Meeting Notes

ATTENDANCE:

- | | |
|----------------------------------|--|
| Mayor Frank Saverino, Sr. | Joseph E. Breinig, Village Manager |
| Trustee Rick Gieser | Bob Mellor, Assistant Village Manager |
| Trustee John LaRocca | Mark Talavera, Information Tech. Dir. |
| Trustee Mary Frusolone | Ed Sailer, Police Chief |
| Trustee David Hennessey | John Jungers, Deputy Police Chief |
| Trustee Matt McCarthy | Tia Messino, Management Analyst |

The meeting was called to order at 6:00 p.m. by Mayor Frank Saverino, Sr. and the roll call read by Acting Village Clerk Bob Mellor. The result of the roll call vote was as follows:

- Present: Mayor Frank Saverino, Sr., Trustees Hennessey, LaRocca, Gieser, Frusolone and McCarthy
- Absent: Trustee Schwarze and Village Clerk Czarnecki

Website Redesign Focus Group

Information Technology Director Marc Talavera introduced website consultant Mallory Robertson, UX Specialist from Vision Internet who led the Village Board focus group discussion on the Village of Carol Stream website likes, dislikes and enhancements.

Overall Impressions:

- Busy & clunky
- Sterile (no color variety or images) too text based, too many links-not dynamic enough
- Boring
- Opening statement on front page too wordy (Do we need statement about Board meetings on front page?)
- Color scheme okay (blue) too dark – remove dark blue background. Blue is official Village of Carol Stream’s color
- Color palate nice, but does not pop
- Search component needs stronger presence. Should not have to search for search option.
- Takes too many clicks to find what you are looking for. (Trustee Frusolone)
- Move search box at top center or as a main menu button.

- Font size of menu items too small. Logo too large (eyes drawn to logo). Eyes need to be drawn to top menu bar.
- Menu bar can be consolidated (too many options)
- Dedicated buttons for email, twitter, facebook, etc.
- Pain to find info i.e. ordinances & codes
- Need better, more visible calendar that is maintained/up to date, i.e. list food vendors with bands for Thursday concerts.
- Trustee Frusolone uses website 3 to 4 times a month. Limited use due to frustration over using it.
- Search feature not accurate or results too broad.
- Want to be able to watch Board meetings on website for those that do not have cable TV.

Preferred Upgrades:

- Online forms for simple permitting
- Online payments for everything (Trustee Hennessey)
- Eliminate/consolidate redundant content.
- Top menu bar should be stationary (visible no matter how far down you scroll)
- Like that important/pertinent info is front and center (Trustee Frusolone)

Likes:

- Once you find it, the info is there
- Likes News Flash

Preferred devices:

- iPhone (Trustees Hennessey and Frusolone)
- Website needs to be mobile friendly

Usability:

- “Contact Us” info should be at bottom
- “I want to” should be in search function (Trustee Frusolone)
- Jobs or help wanted should be under an “Employment” tab “Employment Opportunities”
- “Volunteer Opportunities” as a separate tab
- Facebook info cross linked on Village of Carol Stream website (Trustee Frusolone) Facebook posting should automatically post to webpage

Website Uses:

- Searching
- Meeting agendas
- Village Code research (Trustees Hennessey and LaRocca do not use our website)

Case Study (layouts)

1. Scroll page-Long scroll
(City of Fillmore)
 - Trustee Hennessey-likes (mobile friendly) sleek and modern
 - Trustee Frusolone-does not seem cohesive-too busy-varied use of circles and square buttons.
2. Split Layout-less scroll
(Wenatchee)
 - Trustee Frusolone likes this one better than 1 or 3
 - Rotating Images

- Visually appealing
- 3. Traditional-(Huge background, image –limited scroll)
(Redwood City)
 - Visually appealing but question if it will be mobile friendly (Trustee Hennessey)
 - Too busy (Trustee Frusolone)
- 4. Search Centric-social media at top
(Racine County)
 - Trustee Frusolone likes this page (visuals, layout and location of social media)
 - More use of non-language specific icons for non-English speaking residents (Trustee Frusolone)
 - Can use google translate (Trustee Frusolone not reliable)

Trustee McCarthy likes 1 & 4

Trustee Gieser likes 2 & 4

Trustee LaRocca likes 2

Trustee Hennessey likes 4 the best

Trustee Frusolone likes 4 first and 1 second

Mayor Saverino likes 2 and 4

Manager Breinig announced Tia Messino was promoted to Assistant to the Village Manager position.

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 7:10 p.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, Carol Stream, DuPage County, IL

January 17, 2017

Mayor Frank Saverino, Sr. called the Regular Meeting of the Board of Trustees to order at 7:30 p.m. and directed Acting Village Clerk Bob Mellor to call the roll.

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

Absent: Trustee Greg Schwarze and Village Clerk Laura Czarnecki

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

*All persons physically present at meeting unless noted otherwise

A moment of silence was observed for Pastor Greg Moser

MINUTES:

Trustee McCarthy moved and Trustee Frusolone made the second to approve the Minutes of the December 19, 2016 Special Workshop Meeting of the Village Board. The results of the roll call vote were as follows:

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

Abstain: 0

Absent: 1 Trustee Schwarze

The motion passed.

Trustee Gieser moved and Trustee LaRocca made the second to approve the Minutes of the December 19, 2016 Regular Meeting of the Village Board. The results of the roll call vote were as follows:

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

Abstain: 0

Absent: 1 Trustee Schwarze

The motion passed.

Trustee Frusolone moved and Trustee Hennessey made the second to approve, but not release the Minutes of the January 17, 2017 Executive Session Meeting of the Village Board. The results of the roll call vote were as follows:

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

Abstain: 0

Absent: 1 Trustee Schwarze

The motion passed.

LISTENING POST:

1. Carol Stream Citizen of the Year Nominees. *Trustees Gieser and Frusolone introduced the Carol Stream Citizen of the Year nominees to the audience as follows:*

Citizen of the Year: Laura Schmidt, Michelle Boyle, Kirsten Johansen and Kevin Donahoe.

Special Citizen of the Year: Carol Floren, Denise Simone, Nancy Bagdonas, Ron Mason, Kathie Bender, Janet Berger.

Judges Award: Margaret Webb, Rebecca Hopkins and Tracy Conn.

2. Holiday House Decorating Contest Winners. *Trustee Gieser presented awards to the 2nd annual Holiday House Decorating Contest winners as follows:*

Big Snowball – 802 Thunderbird Trail

Frosty Favorite – 502 Heather Lane

Judges Favorite – 620 Adam Lane

3. Introduction of New Police Officer Theodore Vernon. *Chief Sailer introduced new police officer Theodore Vernon.*
4. Resolution No. 2916 Honoring Linda Tisdell for her 30 years of service with the Village of Carol Stream. *Resolution read by Trustee Hennessey.*

Trustee McCarthy moved and Trustee Frusolone made the second to approve Resolution No. 2916 Honoring Linda Tisdell for her 30 years of service with the Village of Carol Stream.

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

Nays: 0

Absent: 1 Trustee Schwarze

The motion passed.

5. Resolution No. 2917 Honoring Glenn Harker for his 25 years of service with the Village of Carol Stream Police Department. *Resolution read by Trustee Frusolone.*

Trustee Frusolone moved and Trustee LaRocca made the second to approve Resolution No. 2917 Honoring Glen Harker for his 25 Years of Service with the Village of Carol Stream Police Department.

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

Nays: 0

Absent: 1 Trustee Schwarze

The motion passed.

6. Resolution No. 2918 Honoring Caryl Rebholz for her 20 years of service with the Village of Carol Stream. *Resolution read by Trustee McCarthy.*

Trustee Gieser moved and Trustee McCarthy made the second to approve Resolution No. 2918 Honoring Caryl Rebholz for her 20 years of service with the Village of Carol Stream.

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

Nays: 0

Absent: 1 Trustee Schwarze

The motion passed.

7. Veteran's Spotlight: Rob Douglas. *Trustee Gieser introduced Rob Douglas who described his service to the Country in the Armed Services. The Village Board thanked Rob Douglas for his service and applauded.*
8. Addresses from Audience (3 Minutes). *None.*

PUBLIC HEARINGS:

CONSENT AGENDA:

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

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

Nays: 0

Absent: 1 Trustee Schwarze

The motion passed.

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

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

Nays: 0

Absent: 1 Trustee Schwarze

The motion passed.

1. Award of Contract for Commissioning Agent Services.
2. Ordinance No. 2017-01-01 amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by decreasing the number of Class C Liquor Licenses from 19 to 18 (Kesarinandan Inc. d/b/a Paul's Pantry, 1390 Army Trail Road) and increasing the number of Class C Liquor Licenses from 18 to 19 (Matruchhaya Inc. d/b/a Paul's Pantry and Liquor, 1390 Army Trail Road).

The Village Board approved reducing the Class C liquor licenses issued to Kesarinandan Inc. d/b/a Paul's Pantry and increasing a liquor license to Matruchhaya Inc. d/b/a Paul's Pantry and Liquor.

Ordinance No. 2017-01-02 amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by increasing the number of Class F Liquor Licenses from 6 to 7 (Charkies Inc. d/b/a Charkies, 570 Schmale Road):
The Village Board approved issuing a Class F Liquor License to Charkies Inc. located at 570 Schmale Road.

Resolution No. 2919 accepting a Grant of Storm Water Management and Conveyance Easement (100 Mercedes Drive-Mercedes Benz USA, Inc.):
The Village Board approved the Grant of Easement for stormwater management and conveyance located at 100 Mercedes Drive.

Resolution No. 2920 authorizing the Mayor to execute an Agreement for the Purchase of Electric Utility Service:
The Village Board authorized the Mayor or his designee to enter into an agreement to purchase electricity for the Village's large use municipal accounts with the lowest bidder effective February/March 2017 and June 2017.

Resolution No. 2921 authorizing the execution of an Agreement between the Village of Carol Stream and Organic Soils, Inc.:
The Village Board approved an Agreement to terminate the Special Use Permit and rezoning of 295 N. Kuhn Road to its original R-1 designation.

Raffle License Application-American Legion Post 76:
The Village Board approved a 2017 annual raffle license for American Legion Post 76 to conduct raffles at their hall located at 570 S. Gary Ave.

Proposed 2017 Summer Concert Series Line Up:
The Village Board approved the 2017 Summer Concert Series Line Up.

Direction for Special Meeting:
The Village Board is available to meet on Monday, January 23, 2017 at 6:00 p.m.

Regular Bills and Addendum Warrant of Bills:
The Village Board approved payment of the Regular Bills dated January 3, 2017 in the amount of \$1,235,081.73. The Village Board approved the payment of the Addendum Warrant of Bills from December 20, 2016 thru January 3, 2017 in the amount of \$655,682.56.

Regular Bills and Addendum Warrant of Bills:
The Village Board approved payment of the Regular Bills dated January 17, 2017 in the amount of \$888,193.55. The Village Board approved the payment of

the Addendum Warrant of Bills from January 4, 2017 thru January 17, 2017 in the amount of \$621,838.04.

Treasurer's Report:

Revenue/ Expenditure Statements and Balance Sheet for the Month ended December 31, 2016.

Report of Officers:

Trustee LaRocca congratulated the Christmas Decorating contest contestants and winners. He welcomed new Police Officer Theodore Vernon and congratulated Linda Tisdell, Glenn Harker and Caryl Rebholz on their years of service.

Trustee Gieser congratulated the Christmas Decorating contest contestants and winners. He welcomed new Police Officer Theodore Vernon and congratulated Linda Tisdell, Glenn Harker and Caryl Rebholz on their years of service. Trustee Gieser also congratulated the Citizen of the Year nominees. February 4th is the banquet and you can register at www.citizenoftheyear.com. The Martin Luther King celebration at Wheaton Christian Center was exceptional. The message of the celebration was "hate can be overcome with love". Please donate to the Veteran's Memorial Park fundraiser at Village Tavern. You will need to present a flyer which is located on the park district's website. The Village of Carol Stream has been hosting concerts at the Town Center for 20 years. Please donate to support these free concerts.

Trustee Hennessey stated Glenbard North High School hosts an annual diversity "India" night. He encouraged residents to purchase a \$5.00 ticket for shows on February 2nd, 3rd and 4th.

Trustee Frusolone congratulated the Citizen of the Year nominees. She congratulated Caryl Rebholz, Glenn Harker and Linda Tisdell for their years of service to the Village of Carol Stream. Trustee Frusolone congratulated the Glenbard North High School band and choir for their performance at Disney Springs in Orlando, Florida. Please shop Carol Stream and keep the military in your prayers.

Trustee McCarthy congratulated the Carol Stream Citizen of the Year nominees. He welcomed new Police Officer Theodore Vernon and congratulated Linda Tisdell, Glenn Harker and Caryl Rebholz on their years of service. The Chamber Foundation is doing a book and clothing fundraiser at Joe Cotton Ford. This week kicked off the second annual bags tourney at Flip flops to benefit cancer research. Tournament dates are Feb. 27th, March 1st; March 6th, March 8th and March 13th. March 15th is the championship. You can register at rflbags@gmail.com. It is \$40 per team of 2. Flood Brothers and Flip Flops are our large donators.

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

January 23, 2017

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

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

Absent: Mayor Frank Saverino, Sr. and Trustee Greg Schwarze

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

*All persons physically present at meeting unless noted otherwise

A moment of silence was observed for Officer Raymond Murrell

MINUTES:

LISTENING POST:

1. Addresses from Audience (3 Minutes). *None.*

PUBLIC HEARINGS:

CONSENT AGENDA:

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

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

Nays: 0

Absent: 1 Trustee Schwarze

The motion passed.

Non-Consent Agenda**Resolution No. 2922 Authorizing a Lease Agreement for Temporary Village Hall/Police Station (505 E. North Avenue):**

Assistant Village Manager Mellor reviewed the Lease Agreement key provisions that includes the following:

- *Lease Term: 22-25 months with a 30-day out clause after the initial 22 month lease term*
- *Lease Space: 30,000 SF*
- *Lease Cost: \$10.50/SF or \$577,500 for 22-month lease*
- *Landlord Tenant Improvement Allowance: \$100,000 (2 ADA accessible restrooms, new double entryway doors and corridor improvements, electrical power upgrades)*
- *Agreement to allow Village to install sign on North Avenue designating the tenant space as Village Hall/ Police Station*
- *Sufficient onsite parking for Village employees, fleet vehicles and residents/customers*
- *Currently looking at security and installing security cameras*
- *Police Department will be locked for security*
- *Exhibits including the lease premise and sign document are missing from agreement*
- *Village is responsible for janitorial services, grounds maintenance is building owner's responsibility.*
- *Construction planned in phases – Police will move first*
- *Reusing current tenant office partitions and desks on Village Administrative Offices side will reduce moving costs.*
- *Current tenants do not pose security threat.*
- *Police at Glendale Heights will be investigations, traffic and special operations, arrests, processing, jail, and bonding area.*
- *Police at North Avenue location will be the rest of police department, records and social services.*
- *Moving dates are February 15th through May 1st. Friday bidders will walk thru.*
- *Number of Bids expected are 2 to 3*
- *Construction could begin in vacant spaces*
- *\$1,183,857 does not include cost of sign. Does include moving generator, ADA bathrooms, new service for generator and rent and moving generator over.*

Trustee Hennessey moved and Trustee Frusolone made the second to approve a Lease Agreement with 505 E. North, Inc. for rental of property located at 505 E. North Avenue for use as a temporary Village Hall/Police Station during renovation of the existing Municipal Center located at 500 N. Gary Avenue. The results of the roll call vote were as follows:

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

Nays: 0

Absent: 1 Trustee Schwarze

The motion passed.

Request to waive formal bidding procedures (Temporary Village Hall/Police Station).

Assistant Village Manager Mellor reviewed the request to waive formal bidding procedures for the temporary Village Hall/Police Station. Multiple quotes will be acquired. Quickness is of the essence. The bidding process costs money. The main project will be formally bid.

Trustee LaRocca moved and Trustee Gieser made the second to approve waiving of formal bidding procedures to solicit competitive proposals for renovation of the temporary Village Hall/Police Station facility.

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

Nays: 0

Absent: 1 Trustee Schwarze

The motion passed.

Report of Officers:

Trustee Hennessey stated he has no report.

Trustee LaRocca reminded residents that electronics cannot be placed at the curb on garbage day. Special arrangements must be made to dispose of electronics, which may include a fee. Trustee LaRocca's thoughts and prayers go out to the family of Officer Raymond Murrell.

Trustee Gieser stated his thoughts and prayers go out to the family of Officer Murrell and residents and staff of the Bloomingdale Police Department.

Trustee Frusolone sends her condolences to the family of Officer Raymond Murrell. Carol Stream's police volunteers will be helping with the funeral procession.

Village Clerk Czarnecki sends her condolences to the family of Officer Raymond Murrell.

Village Manager Breinig sends his condolences to Officer Raymond Murrell's family. The Carol Stream Police Department will be assisting the Bloomingdale Police Department with mutual aid and the wake and funeral procession. Public Works has also reached out as well.

Mayor Pro Tem McCarthy sends his condolences to the family of Bloomingdale Police Officer Raymond Murrell and responders of the Bloomingdale Police Department. Residents please try to avoid North Avenue and County Farm Road during the funeral procession tomorrow at 11 a.m. at Salerno, which will proceed to Bloomingdale Road then west on North Avenue to Wheaton Bible Church and Wednesday at noon until 3 p.m. near Wheaton Bible Church. It will be an extremely large procession that will proceed on North Avenue to County Farm Road to Roosevelt Road to Hillside while crossing 355 at Roosevelt Road. It will take several hours before procession clears.

At 6:36 p.m. Trustee Gieser moved and Trustee Frusolone made the second to adjourn the meeting. The results of the roll call vote were as follows:

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

Nays: 0

Absent: 1 Trustee Schwarze

The motion passed.

FOR THE BOARD OF TRUSTEES

Matthew McCarthy, Mayor Pro Tem

ATTEST:

Laura Czarnecki, Village Clerk

**Regular Meeting – Plan Commission/Zoning Board of Appeals
Gregory J. Bielawski Municipal Center, DuPage County, Carol Stream, Illinois**

All Matters on the Agenda may be Discussed, Amended and Acted Upon

January 24, 2017

Chairman Frank Parisi called the Regular Meeting of the Combined Plan Commission/Zoning Board of Appeals to order at 7:00 p.m. Chairman Parisi directed Jane Lentino, Community Development Secretary, to call the roll.

The results of the roll call were:

Present: Commissioners David Creighton, Angelo Christopher, Frank Petella, Dee Spink, John Meneghini, Charlie Tucek, and Chairman Frank Parisi.

Also Present: Joseph Breinig, Village Manager, Tom Farace, Planning and Economic Development Manager, Jim Knudsen, Director of Engineering Services, Jane Lentino, Community Development Secretary, and a representative from DuPage County Court Reporters.

MINUTES:

Commissioner Spink moved and Commissioner Creighton made the second to approve the minutes of the meeting of December 12, 2016, with corrections.

The results of the roll call vote were:

Ayes: 6 Commissioners Creighton, Christopher, Petella, Spink, Tucek and Chairman Parisi.

Nays: 0

Abstain: 1 Commissioner Meneghini

Absent: 0

PUBLIC HEARING:

Commissioner Spink moved and Commissioner Creighton made the second to open the Public Hearing.

The motion passed by unanimous vote.

Case # 16-2079 – Village of Carol Stream – 130 E St. Charles Road

*Special Use Permit for a Public Service Use
Special Use Permit for Outdoor Activities and Operations
Amendment to a Special Use Permit for a Planned Unit Development*

Chairman Parisi requested Mr. Farace’s comments.

Mr. Farace requested that Case #16-2079 be withdrawn as another location for the temporary Municipal Center has been looked into.

Case # 16-2080 – Village of Carol Stream – 295 N. Kuhn Road
Termination of Special Use Permit
Zoning Map Amendment (B-3 to R-1)

Chairman Parisi asked Mr. Farace for an update.

Mr. Farace stated that in the interim between the December 12, 2016, meeting and tonight, the attorney representing Organic Soils said that, on behalf of his client, they are withdrawing their objection to the Special Use termination. Mr. Farace said that the lease agreement for the property had been terminated at the Village Board meeting last week. Mr. Farace stated that, according to Village Attorney, Jim Rhodes, no further discussion was required, and that tonight's meeting was to recommend approval of the Special Use termination and rezoning of the property from B-3 back to R-1.

Commissioner Petella made the motion and Commissioner Meneghini seconded the motion to terminate the Special Use and to rezone from B-3 back to R-1.

The motion was passed.

The results of the roll call vote were:

Ayes: 7 Commissioners Creighton, Christopher, Petella, Spink, Meneghini, Tucek and
Chairman Parisi.
Nays: 0
Abstain: 0
Absent: 0

This case will go before the Village Board on Monday, February 6, 2017, at 7:30 PM for final action.

Case #16-2084 - Village of Carol Stream – 505 E North Ave
Special Use Permit for a Public Service Use
Special Use Permit for Outdoor Activities and Operations
Sign Code Variation for an Off-Premise Sign

Chairman Parisi asked to be recused from this case and requested a motion to nominate an acting chairman.

Chairman Creighton moved to nominate Commissioner Christopher and Commissioner Tucek seconded the nomination.

The motion was passed unanimously.

Acting Chairman Christopher stated that if anyone in the audience had anything to say that they could be sworn in and speak, and then asked Mr. Farace for the Staff Report.

Mr. Farace stated that the Village will be relocating from the 500 N Gary Avenue building while it is being renovated beginning in the spring, and is proposing to occupy the former McDade and Company location at 505 E North Avenue, located on the north side of North Avenue and west of Schmale. Mr. Farace stated that the Village is proposing to occupy the southern half of the building, about 30,000 square feet of a 70,000 square foot building. Mr. Farace stated that there are tenants currently in the

building whose leases are about to expire and that the Village will be occupying their spaces, but that there will be two other tenants, Comcast and Property Insight, who will remain in the building.

Mr. Farace stated that main functions of the Village Hall; Administration Services, Community Development, Engineering Services, Human Resources, Information Technologies, will be relocated, along with several of the Police Operations, and that some of the Police Operations would be relocating to the Glendale Heights Police Department.

Mr. Farace stated that the main parking lot is on the west side of the property and consists of about 182 spaces. Mr. Farace stated that western most row of parking, which are furthest away from the building and entrance, would be allocated for Village fleet vehicles, i.e. Police, Engineering, Community Development vehicles, and that eastern most spaces will be used for customer/visitor parking as they are the closest spaces to the entrance. He stated that the middle row of parking would be used for Village employee parking, and referred to the analysis in the Staff report that showed how many spaces were needed, and that there should be enough spaces to meet our needs and the needs of anticipated customers/visitors.

Mr. Farace stated that the hours of operation would remain 8:00am until 5:00pm for everyone except the Police Department, which would be 24 hours of operation.

Mr. Farace stated that Special Use is required and being requested for Public Service Use, which includes governmental buildings, police stations, libraries, etc., as is required even for a temporary period of time, and that the Village anticipated being in the temporary location for approximately 22 months.

Mr. Farace stated that the temporary site is centrally located with two curb cuts along North Avenue and one access point along Schmale Road. He stated that the Schmale Road access point is part of the Western DuPage Special Recreation Association property, and that 505 E. North Avenue property has an access agreement for the driveway that is located south of the Association's building for additional access to the 505 E North Avenue location. Mr. Farace noted that only westbound traffic is able enter on North Avenue.

Mr. Farace stated that a second Special Use is being requested for outdoor operations and activities, for the fleet vehicles to be parked on the west side of the property, and to relocate the generator that is currently located in the back of 500 N. Gary Avenue to the back of the property at 505 E. North Avenue, in a fenced in parking area to the north of the building where Comcast employees and fleet trucks park. Mr. Farace noted that this would be a perfect area for the generator, as it is fully screened by a chain link fence with slats, and the building screens it on the fourth side, restricting visibility from adjacent roadways or properties.

Mr. Farace stated that the final request is for a sign variation to allow an off premise sign, and that the Village would be relocating an existing directional sign from the Gary Avenue location to the Schmale Road entrance, at the southeast corner of the Association's property. Mr. Farace stated that the sign would indicate to individuals traveling either northbound or southbound on Schmale Road of an additional access point to get to the 505 E North Avenue location. Mr. Farace stated that the Village is trying to work with the County to see if it would be possible to get some identification signs along the roadway as well, like they do to indicate the location of a library or other public buildings. Mr. Farace stated that, since the sign is not located on the 505 E. North Avenue property, a variation for an off premise sign is required, and that the Association finds it acceptable to have the directional sign on their property. Mr. Farace stated that the Village would work with the Association with any type of agreement that would be necessary, and noted the importance of having the directional sign there for residents and visitors who may not be familiar with that area.

Mr. Farace stated that Staff is looking for a positive recommendation on the Special Use permit for public use, outdoor storage and backup generator, and the sign code variation.

Acting Chairman Christopher asked for questions from the audience. There were none.

Acting Chairman Christopher asked for questions from the Commission.

Commissioner Tucek suggested that another directional sign be placed further down the North Avenue Access drive or on the building.

Mr. Farace stated that there are a couple of hundred feet before the actual 505 E North Avenue property, and that they were looking at the possibility of additional signage, possibly on a light pole, offering additional direction to the parking lot at the temporary location.

Commissioner Creighton expressed confusion with the parking chart showing 92 parking spaces, but the need is for 111 spaces.

Mr. Farace stated that one finding is based on the code, and the other is based on a personal analysis which is predicated by the need per employee, per department, number of fleet vehicles, contract employees, etc., and that both are within the scope of necessity.

Commissioner Creighton asked about the location of adequate handicapped parking spaces.

Mr. Farace stated that the Village is working with the property owner to restripe some of the spaces in front of the entrance designated for the temporary Village hall.

Mr. Breinig interjected that the handicapped parking status had been worked out the previous day during lease negotiation, and number of handicapped spaces, but that they did not meet the proper dimensions stated in the code, and they will be restriped.

Commissioner Spink asked if the digital marquee currently located on Gary Avenue in front of Village Hall would be relocated, and if not, would it be used to inform residents/visitors of the temporary location.

Mr. Breinig said that the marquee would remain in place on Gary Avenue, that the sign is fed from the current Village Hall and they are hopeful that the sign could remain active, however, it could not be guaranteed due to the amount of excavation anticipated.

Commissioner Spink asked if the mailbox and water billing payment box would stay in place.

Mr. Breinig stated that the site would be fenced during construction and discussed moving it with the Post Office. Mr. Breinig said that the proposed site for the drop box would be at Town Center, and that they are trying to encourage e-payment. Mr. Breinig said that between the Rec Center and the summer concerts they would be able to promote the temporary drop box location.

Commissioner Petella had no questions.

Commissioner Meneghini had no questions.

Acting Chairman Christopher had no questions.

Commissioner Creighton moved and Commissioner Tucek seconded the motion to approve Special Use Permit for a Public Service Use, Special Use Permit for Outdoor Activities and Operations, and Sign Code Variation for an Off-Premise Sign.

The motion passed.

The results of the roll call vote were:

Ayes: 6 Commissioners Creighton, Christopher, Petella, Spink, Meneghini, and Tucek.
Nays: 0
Abstain: 1 Chairman Parisi
Absent: 0

Acting Chairman Christopher turned the meeting back over to Chairman Parisi.

Chairman Parisi asked for a motion to close Public Hearing.

Commissioner Meneghini moved and Commissioner Petella seconded the motion to close Public Hearing.

The motion was passed unanimously.

This case will go before the Village Board on Monday, February 6, 2017, at 7:30 PM for final action.

NEW BUSINESS: StormWater Management Presentation, Village Engineer, Jim Knudsen

Chairman Parisi thanked Mr. Knudsen for his time.

Mr. Knudsen thanked the Commission for the invitation, and opportunity, and stated that stormwater management is one of the toughest issues dealt with by Engineering Services, and that when he came to the Village in 1988, there wasn't even soil erosion control being monitored. Mr. Knudsen stated that stormwater regulation has gotten drastic and that it is the most expensive program within Engineering Services.

Mr. Knudsen stated that the certification process starts with the Stormwater Management program, which is required by Federal law, and the he would be talking about how it relates to regulations and enforcement.

Mr. Knudsen stated that the regulation portion is through the DuPage County Stormwater Ordinance, which was adopted by the County in 1991, after the devastating impact the 1987 flood events had on the Village of Carol Stream. He said that the code was adopted by the Village in January of 1992.

Mr. Knudsen explained that the ordinance was set up with waiver community designations; non-waiver community having DuPage County administer all provisions of the ordinance; partial waiver community meaning the community administers all provisions of the ordinance except development sites which include regulatory flood plain or sites within 100 feet of wetlands or buffers, which are administered by DuPage County; full waiver community meaning the community administers all provisions of the DuPage County Stormwater Ordinance. Mr. Knudsen stated that he Village of Carol Stream is a full waiver community, and took that approach because the Village felt that it could administer the ordinance best due to a huge emphasis on customer service, among other benefits.

Mr. Knudsen stated the Stormwater Ordinance consists of 18 articles, and that his presentation would highlight seven main sections. Mr. Knudsen said that, as the stormwater administrator for the Village, it is his responsibility to comply with the stormwater ordinance, including submittals, construction and post development. He stated that stormwater submittals are reviewed and certified by the Village Stormwater Ordinance, and once provisions are met, the Village is able to issue building permits, land movement permits, accessory permits, etc.

Mr. Knudsen stated that the Village does not have the staff of specialists, such as wetlands specialists, soil scientists, hydrologic and hydraulic engineers, water resource engineers, which are required to create the review, and that hiring would be cost prohibitive, therefore, consultants are utilized.

Mr. Knudsen stated that the stormwater certification process fits into the permitting process. He said that a developer can request a pre-submittal meeting as a way to help them through the process as it can be difficult and time consuming. Mr. Knudsen stated that the applicant submits plans, drawings, calculations, models, justifications, and other information, then it is sent to the consultant to be reviewed and to provide comments, which are sent back to Engineering Services for review and comments, before transmittal back to the applicant's engineer. Mr. Knudsen stated that once it is certified, which can take several submittals, then permits can be issued.

Mr. Knudsen said that it is the same process as the Planning process, except for the determination that the submittal and site plan are feasible for planning and zoning approvals before being presented to the Plan Commission and Zoning Board of Appeals. He said that this avoids having the applicant come back to the Plan Commission multiple times.

Mr. Knudsen stated that one issue that came up regarding a recent development, Organic Soils, was a wetlands. He explained that there was a process to go through to determine if there is a wetland on a proposed site. He stated Organic Soils was advised in September of 2013 that a wetland may be present on the proposed on the site. Mr. Knudsen noted that they are not wetlands experts, but they know what types of wetland plants were visible on the proposed site, and they were in close proximity to Klein Creek. Mr. Knudsen stated that the first time plans were submitted to the Village delineating wetlands was not until June 15, 2016, which was almost three years later, at which point the Village consultant verified the delineation on July 7, 2016. Mr. Knudsen noted that it can take about a month or two to get it determined and delineated by the consultant.

Mr. Knudsen referred to a section directly out of the code that specifically states that the need to do a field investigation to verify the presence of wetlands on the site, and not to rely solely on maps.

Mr. Knudsen proceeded with a slide presentation showing the map following the location of Klein Creek, showing the proposed location of the site and the wetlands to the north of the site. Mr. Knudsen noted that the County is very clear stating on the map that "Wetlands identified on this map are not all inclusive. Note that the absence or presence of jurisdiction wetlands can only be determined by an onsite investigation conducted in accordance with the current federal wetland determination methodology."

Mr. Knudsen reiterated that the maps are not that accurate and referred to a slide showing a wetland north of Klein Creek, which goes across a roadway and through the residential area. Mr. Knudsen noted that the map was several hundred feet off from the actual location of the wetland.

Mr. Knudsen referred to two slides, one showing Elk Trail and Bluff Street showing acreage with no wetland taken in 1956, and one with a wetland forming taken in 1998. Mr. Knudsen, then, referred to a third picture taken in 2013 showing a full blown wetland. Mr. Knudsen noted that a wetland can propagate out of nowhere, and that wetland maps are usually done every 10-15 years.

Mr. Knudsen ended his presentation and offered to answer any questions.

Chairman Parisi asked the Commission for questions.

Commissioner Meneghini had none.

Commissioner Petella asked if it is the responsibility of the developer or builder to get an environmental scientist to look at all property.

Mr. Knudsen answered that most applicants automatically do that as part of their due diligence, checking not only for wetlands, but for anything environmental. He noted that they will have an environmental impact statement done, like the Village did when they purchased the property at Gary Avenue and Lies Road. Mr. Knudsen said that it is a common practice as wetlands are heavily regulated in DuPage County.

Commissioner Petella asked for clarification that, in six years, there could be a wetland where there is none today.

Mr. Knudsen said that was correct, referring to wetlands that have sprung up in a year's time that are delineated and as small as a table, and that they are regulatory wetlands in DuPage County.

Commissioner Petella asked to clarify that none of this information is collected in-house, by the Village.

Mr. Knudsen stated not 100%, that if a stormwater submittal is simple it can be done in-house, but that other information is required by DuPage County to be collected by certain people on staff, and it would be cost prohibitive to hire those people.

Commissioner Petella asked if when the property on McNees Drive in question was looked at, the vegetation was brought to the attention of the developers.

Mr. Knudsen stated that it was. Mr. Knudsen said that he and his staff have been trained in how to identify wetland plants and the other characteristics of a wetland, but they are not qualified to certify that it is a wetland.

Mr. Breinig stated that, being a full waiver community, Carol Stream is subject to audit, and the Village takes their full waiver status seriously as they could be fined. He stated that there are sites that are no longer prime sites, using the Dermody site on North Avenue as an example, which have a wetland running through the heart of it. Mr. Breinig said that it is the nature of properties, the good properties are taken and the ones that are in play are going to be undeveloped or under developed properties.

Commissioner Spink had no questions.

Commissioner Christopher had no questions.

Commissioner Creighton asked if the Village's stormwater regulations are identical to the County's.

Mr. Knudsen stated that the Village wholly adopted the County's ordinances without any revisions, however, the Village has regulations that pertain to the storm sewer system and few minor differences that are a little more restrictive.

Commissioner Creighton referred to the case asking if the request for wetlands delineation was a request or if it was a requirement, and if the Organic Soils was aware of the code.

Mr. Knudsen stated that if a stormwater submittal was presented without wetlands delineation, known as a tab 4 submittal, the Village would have sent it back saying they had to have it.

Commissioner Creighton asked if Organic Soils had ever gotten to that point.

Mr. Knudsen said that when they did, they were told that they had to go out to the site and determine if there was a wetland, and Organic Soils responded that they used the DuPage County map.

Mr. Breinig stated that if the foundation was the map, that it was flawed. Mr. Breinig suggested that they used to map to avoid incurring the cost of the initial assessment and delineation.

Mr. Knudsen stated that he was told that Organic Soils was following a very linear sequential process, and they were not going to spend any money on a stormwater submittal until they received the IEPA approval, which hampered their timeline. Mr. Knudsen noted that even though Organic Soils did some investigations, nothing was received until 2015. Mr. Knudsen stated that the Village highly encourages all developers and applicants to start on the stormwater first, and foremost, as it is a lengthy process. Mr. Knudsen noted that the Organic Soils project was much simpler to deal with than the Dermody property, which is very complex.

Commissioner Tucek asked, moving forward, what is required for existing residences or businesses, if a wetland should pop up, what is the role of the Village of Carol Stream, and what is the role of the owner to mitigate the wetland.

Mr. Knudsen stated that mitigation isn't required unless it is going to be impacted, and it is not just the wetland but there are buffers around the wetland that have to be protected. He stated that just because a wetland shows up on someone's property doesn't mean that it has to be maintained for the rest of its life, it means it can't be impacted to the point of destruction.

Mr. Breinig stated that if people would maintain their properties, especially the vacant properties. He said the property at Bluff and Elk Trail wasn't taken care of.

Mr. Knudsen stated that there was no wetland there, even after the development. He said that the grading had settled over time, water started ponding, soil changed, animals came into the area with seeds and droppings, windblown seeds settled, plants emerged and it became a wetland.

Mr. Breinig stated that in that case, it got to a point that, between the wetland and the buffer, the property was no longer buildable, and noted that it was donated to Lake Haven. Mr. Breinig stated that as a result it went from a developable piece of property to a non-developable piece of property because they let it go into disrepair. Mr. Breinig said that some of the overgrown parcels in the industrial park will be in the same situation, getting so out of control that it will no longer be buildable.

Commissioner Tucek asked if it would be in Carol Stream's best interest to keep ahead of that so they are not considered wetlands.

Mr. Breinig said that it depends on who you are, if you are an environmentalist or conservationist, it would be a different answer, but it is the property owner's responsibility.

Commissioner Tucek said that if we knowingly let the property fall into disrepair, it hurts us as a village.

Mr. Breinig stated that there is no violation of any law, ordinance or code, and they try to get people to cut unimproved properties, but that often the only attention the property gets is when the right of way is maintained by the Village.

Mr. Knudsen stated that property owners have been warned over the years, noting that the owner of the property at Elk Trail and Bluff was warned. He said that they don't go around investigating every property in Carol Stream for maintenance issues, but that if it is noticed the owner is notified.

Commissioner Tucek asked if there was anything that is totally unusable because it's undeveloped and a wetland, or is it portions of existing properties.

Mr. Knudsen stated that there were both, some are unusable, but some will subdivide or do an assessment plat so as not to get taxed for a wetland. He said some have a small amount of wetland or flood plain, and that it's not that you can't impact wetland, flood plains, or flood ways, but it has to be

mitigated. Mr. Knudsen noted that there were instances where it is almost impossible to impact a critical wetland an endangered species may reside.

Chairman Parisi thanked Mr. Knudsen for his presentation, and asked Mr. Farace if there was anything else to be addressed. Mr. Farace said there was not.

ADJOURNMENT:

At 7:55 pm Commissioner Tucek moved and Commissioner Creighton made the second to adjourn the meeting.

The motion passed by unanimous vote.

FOR THE COMBINED BOARD

Recorded and transcribed by,


Jane Lentino
Community Development Secretary

Minutes approved by Plan Commission on this ____ day of _____, 20____.

Chairman

Village of Carol Stream
Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

FROM: Donald T. Bastian, Community Development Director 

DATE: February 1, 2017

RE: **Agenda Item for the Village Board Meeting of February 6, 2017:
PC/ZBA Case No. 16-2080, Village of Carol Stream – 295 N. Kuhn Road
Termination of the Special Use Permit for a Landscape Waste Transfer Facility
and Rezoning to R-1 One-Family Residence District**

At its meeting on November 21, 2016, the Mayor and Board of Trustees directed staff to process an application for termination of the Special Use Permit granted to Organic Soils, Inc. through Ordinance 2014-08-44, in accordance with the procedure set forth in §16-15-8(H) of the Zoning Code. The Mayor and Board of Trustees also directed staff to process an application for a Zoning Map Amendment to rezone the property from B-3 Service District to R-1 One Family Residence District, in accordance with §16-15-7 of the Zoning Code.

At its meeting on December 12, 2016, the Plan Commission/Zoning Board of Appeals (PC/ZBA) opened the public hearing for consideration of the termination of the Special Use Permit and the Zoning Map Amendment. Following the presentation of evidence and testimony by both the Village and representatives for Organic Soils, the hearing was continued to January 24, 2017. However, during the last week of December, Attorney Robert McNees, representing Organic Soils, contacted the Village and advised that his client was prepared to withdraw its objection to the Village's application to terminate the Special Use Permit, subject to the approval of an agreement between Organic Soils and the Village. The Village Board approved the agreement, which terminated Organic Soils' lease with the Village, at its meeting on January 17, 2017.

At the continued public hearing on January 24, 2017, by a vote of 7-0, the PC/ZBA recommended that the Special Use Permit granted to Organic Soils to operate a landscape waste transfer facility be terminated, and also that the property should be rezoned to R-1 One Family Residence District.

If the Village Board concurs with the PC/ZBA recommendation that the Special Use Permit should be terminated, the Board should terminate the Special Use Permit by adopting the necessary ordinance. If the Village Board concurs with the PC/ZBA recommendation regarding the rezoning of the property to R-1 One Family Residence District, the Board should approve the rezoning by adopting the necessary Ordinance.

DTB:db

Village of Carol Stream
Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

FROM: Tom Farace, Planning & Economic Development Manager *TF*

THROUGH: Donald T. Bastian, Community Development Director *DB*

DATE: February 1, 2017

RE: **Agenda Item for the Village Board Meeting of February 6, 2017**
PC/ZBA Case 16-2084, Village of Carol Stream – 505 E. North Avenue, Special Use Permit for a Public Service Use, Special Use Permit for the Outdoor Activities and Operations in the I Industrial District, and a Sign Code Variation

The Village of Carol Stream requests approval of a Special Use Permit for a Public Service Use and a Special Use Permit for Outdoor Activities and Operations in the form of the storage of Village fleet vehicles and the installation of a generator for the temporary Municipal Center facility at 505 E. North Avenue. The temporary facility is proposed to occupy approximately 30,000 square feet in the southern portion of the 70,000 square-foot building, and will contain space for several Village departments and Police units during the renovation and expansion of the current Municipal Center at 500 N. Gary Avenue.

Village fleet vehicles for several departments (Police, Community Development, Engineering Services) will be parked in the westernmost row of the west parking lot, and it is not anticipated that the parking of fleet vehicles will have adverse effects on neighboring properties. In addition, the backup generator at the Municipal Center property will be relocated to the fenced-in area to the north of the 505 E. North Avenue building, and will be completely screened from view from adjacent roadways and properties.

The staff report presenting the request, with supporting documentation, was transmitted to the Village Board with the PC/ZBA packet on January 20, 2017. At its meeting on January 24, 2017, by a vote of 6-0 with one member abstaining, the PC/ZBA recommended approval of the Special Use Permit requests subject to the conditions in the January 24, 2017 staff report.

If the Village Board concurs with the PC/ZBA recommendation, they should approve the Special Use Permit for the Public Service Use and Special Use Permit for the Outdoor Activities and Operations for the Village of Carol Stream Temporary Municipal Center, subject to the conditions contained within the Ordinance, and adopt the necessary Ordinance.

It should be noted that a Sign Code Variation is also requested for an off-premise sign. An existing 15 square foot directional sign on the Municipal Center property will be relocated to the south side of the driveway on the Western DuPage Special Recreation Association property that leads to the 505 E. North Avenue property from Schmale Road. The proposed off-premise sign will alert motorists travelling along Schmale Road and provide clear identification of this access point to the property. The PC/ZBA has the authority to approve or deny Sign Code variation requests. However, the Sign Code grants the Village Board the opportunity to affirm or reverse the decision of the PC/ZBA within 21 days of the date that the request first appears before the Village Board. If the Village Board chooses to take action on the Sign Code Variation request, their decision is final. If the Board chooses not to take action within the 21-day period set forth in the Sign Code, the decision of the PC/ZBA is final.

Village of Carol Stream

Interdepartmental Memo

TO: Joe Breinig, Village Manager

FROM: Marc Talavera, Information Technology Director (TW)

DATE: January 31, 2017

RE: Temporary Facility Data and Voice Communications

With the lease agreement approved for the temporary facility, Information Technology begins to focus on rebuilding the network infrastructure required to support voice, computer and network operations for staff.

After evaluating several technologies from various providers to interconnect the buildings, fiber optic media stands out as the most cost effective, reliable and secure technology for our needs. Considering the Village has been using fiber communications for nearly a decade with very few disruptions, replicating our existing network is the cleanest way to provide the Village with the service levels they have come to rely on.

Recommendation

The proposed solution leverages Comcast fiber to interconnect the various buildings with a central internet connection at the Public Works facility. By doing so, we can reduce costs by leveraging our existing equipment and have high-speed reliable fiber service available to support our network. The below chart notes the new network locations and speeds.

Location	Network Speed/Type	Internet Service
Glendale Heights PD	10 mbps Fiber	Shared from Public Works
Public Works	100 mbps Fiber	100 mbps
505 E North	50 mbps Fiber	Shared from Public Works
Firehouse #28	10 mbps Fiber	Shared from Public Works

Though the existing internal Carol Stream network links are considerably faster (1000 mbps vs. Comcast's 10-100 mbps), leasing a network of Carol Stream's speed would be unnecessary and cost prohibitive. With staff decentralized in different buildings, it is expected that the reduced speeds will be appropriate for our needs. If it is later identified a speed increase is required, the Comcast solution is scalable and speeds can be adjusted to accommodate our needs.

The requested contract term is 36 months, but it is important to note that though the term is 36 months, it is certain the Village will continue to use Comcast services after the return to the Village Hall. In the Comcast agreement, we can change locations or reorganize the provided service to accommodate our future needs.

When comparing costs between Comcast and VinaKom for the identical voice and data services, Comcast's total proposal was overall, less expensive (-\$807.00/mo.). The below chart provides a side-by-side comparison of services and costs for both providers.

Location	Network Speed/Type	Internet Service	Comcast	VinaKom
Glendale Heights PD	10 mbps Fiber	Shared from Public Works	\$333/mo.	\$750/mo.
Public Works	100 mbps Fiber	100 mbps	\$2,027/mo.	\$1,250/mo.
505 E North	50 mbps Fiber	Shared from Public Works	\$840/mo.	\$1,300/mo.
Firehouse #28	10 mbps Fiber	Shared from Public Works	\$333/mo.	\$1080/mo.
Total Monthly Cost			\$3533/mo.	\$4,380/mo.

Considering Comcast's past performance and 100% turnkey delivery of services, staff recommends awarding a 36/mo. data and voice communications contract to Comcast, for communications services per the terms in their 3-year proposal, pursuant to Section 5-8-14 (F) of the Carol Stream Code of Ordinances.

**COMCAST ENTERPRISE SERVICES
MASTER SERVICES AGREEMENT (MSA)**

MSA ID#: IL-402761-swebb

MSA Term:

36

Customer Name: Village of Carol Stream

CUSTOMER INFORMATION

Primary Contact: Marc Talavera	Primary Contact Address Information	
Title: Director of Information Technology	Address 1: 500 N. Gary Avenue	
Phone: 630/871-6255	Address 2:	
Cell:	City: Carol Stream	
Fax:	State: IL	
Email: mtalavera@carolstream.org	Zip Code:	60188

This Master Service Agreement ("Agreement") sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide communications and other services ("Services") to the above Customer. The Agreement consists of this fully executed Master Service Agreement Cover Page ("Cover Page"), the Enterprise Services General Terms and Conditions ("General Terms and Conditions"), any written amendments to the Agreement executed by both parties ("Amendments"), the Product-Specific Attachment for the applicable Services ("PSA(s)") and each Sales Order accepted hereunder ("Sales Orders"). In the event of any inconsistency among these documents, precedence will be as follows: (1) this Cover Page (2) General Terms and Conditions, (3) PSA(s), and (4) Sales Orders. This Agreement shall be legally binding when signed by both parties and shall continue in effect until the expiration date of any Service Term specified in a Sales Order referencing the Agreement, unless terminated earlier in accordance with the Agreement.

The Customer referenced above may submit Sales Orders to Comcast during the Term of this Agreement ("MSA Term"). After the expiration of the initial MSA Term, Comcast may continue to accept Sales Orders from Customer under the Agreement, or require the parties to execute a new MSA.

The Agreement shall terminate in accordance with the General Terms and Conditions. The General Terms and Conditions and PSAs are located at <http://business.comcast.com/enterprise-terms-of-service/index.aspx> (or any successor URL). Use of the Services is also subject to the High-Speed Internet for Business Acceptable Use Policy ("AUP") located at <http://work.comcast.net/legal/aup.asp> (or any successor URL), and the High-Speed Internet for Business Privacy Policy ("Privacy Policy") located at <http://work.comcast.net/legal/privacy.asp> (or any successor URL). Comcast may update the General Terms and Conditions, PSAs, AUP and Privacy Policy from time to time upon posting to the Comcast website.

Services are only available to commercial customers in wired and serviceable areas in participating Comcast systems (and may not be transferred). Minimum Service Terms are required for most Services and early termination fees may apply. Service Terms are identified in each Sales Orders, and early termination fees are identified in the applicable Product Specific Attachments.

BY SIGNING BELOW, CUSTOMER AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

CUSTOMER SIGNATURE (by authorized representative)

Signature:	
Name:	
Title:	
Date:	

COMCAST USE ONLY (by authorized representative)

Signature:	Sales Rep:
Name:	Sales Rep Email:
Title:	Region:
Date:	Division:

COMCAST ENTERPRISE SERVICES SALES ORDER FORM

Account Name: Village of Carol Stream

MSA ID#: IL-402761-swebb

SO ID#: IL-402761-swebb-7689310

CUSTOMER INFORMATION (for notices)

Primary Contact: Marc Talavera City: Carol Stream Phone: (630) 871-6255
 Title: _____ State: IL Cell: _____
 Address 1: 500 N Gary Ave Zip: 60188 Fax: _____
 Address 2: _____ Allowable Contract Date: _____ Email: mtalavera@carolstream.org
 Contract Generated Date: 01/31/2017

SUMMARY OF CHARGES (Details on following pages)

Service Term (Months): 36

SUMMARY OF SERVICE CHARGES*

Total Ethernet Monthly Recurring Charges: \$ 2,915.00
 Total Trunk Services Monthly Recurring Charges: \$ 618.00
 Total Off-Net Monthly Recurring Charges: \$ 0.00
Total Monthly Recurring Charges (all Services): \$ 3,533.00

SUMMARY OF STANDARD INSTALLATION FEES

Total Ethernet Standard Installation Fees*: \$ 0.00
 Total Trunk Services Standard Installation Fees: \$ 0.00
 Total Off-Net Standard Installation Fees: \$ 0.00
Total Standard Installation Fees (all Services): \$ 0.00

SUMMARY OF CUSTOM INSTALLATION FEES

Total Custom Installation Fee: \$ 0.00
 Amortized Custom Installation Fee \$ 0.00

SUMMARY OF EQUIPMENT FEES

Total Monthly Recurring Ethernet Equipment Fees: \$ 0.00
 Total Monthly Recurring Trunk Services Equipment Fees: \$ 0.00
Total Monthly Recurring Equipment Fees (all Services): \$ 0.00

*Note: Charges identified in the Service Order are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, USF fees, surcharges and recoupments (however designated). Please refer to your Comcast Enterprise Services Master Services Agreement (MSA) for specific detail regarding such charges. Customer shall pay Comcast one hundred percent (100%) of the non-amortized Custom Installation Fee prior to the installation of Service.

GENERAL COMMENTS

ADDITIONAL ETHERNET/TRUNK NOTES

Service(s)	Promo Name	Promo Amount	Promo Details
124 GERZEVSKE LN-Village of Carol Stream		124 GERZEVSKE LN CAROL STREAM, IL 60188	
PRI	1 Full PRI + Data + \$100 BPO + Install	\$200.00 off MRC; \$500.00 off NRC	\$200 MRC Discount off 1 Full (23 Channel) Business Trunk PRI for a reduced rate of \$289. Deluxe 100+ Business Internet or higher or Business Ethernet Required. PRI MRC Discount rolls to rate card at end of original term. Standard Install Waived, expedited orders excluded. Minimum 2 Year Term required. Taxes, Usage Fees and Equip Extra.
Village of Carol Stream - Tech Center		505 E North Ave Carol Stream, IL 60188	
PRI	1 Full PRI + Data + \$100 BPO + Install	\$200.00 off MRC; \$500.00 off NRC	\$200 MRC Discount off 1 Full (23 Channel) Business Trunk PRI for a reduced rate of \$289. Deluxe 100+ Business Internet or higher or Business Ethernet Required. PRI MRC Discount rolls to rate card at end of original term. Standard Install Waived, expedited orders excluded. Minimum 2 Year Term required. Taxes, Usage Fees and Equip Extra.
Trunk Total	# of Promotions: 2	Promo Amount Sum: \$400.00 off MRC; \$1000.00 off NRC	
Ethernet Total	# of Promotions: 0	Promo Amount Sum: \$0.00 off MRC; \$0.00 off NRC	

AGREEMENT

This Comcast Enterprise Services Sales Order Form ("Sales Order") shall be effective upon acceptance by Comcast. This Sales Order is made a part of the Comcast Enterprise Services Master Services Agreement, entered between Comcast and the undersigned and is subject to the Product Specific Attachment for the Service(s) ordered herein, located at <http://business.comcast.com/enterprise-terms-of-service/index.aspx>, (the "Agreement"). Unless otherwise indicated herein, capitalized words shall have the same meaning as in the Agreement.

E911 NOTICE


Comcast Business Class Trunking Service may have the E911 limitations specified below:

- The National Emergency Number Association (NENA), a 911 industry organization that makes recommendations for standardized services relating to E911, has issued guidelines that state "The PBX owner is responsible for creating customer records, preferably in NENA standard format, that identify caller locations." To facilitate Customer's compliance with these guidelines and with associated state and local requirements related to provision of Automatic Location Information (ALI) for E911 services, Comcast offers two options:
 - a. Comcast will send to the ALI database or Subscriber Location Database (SLDB) the main billing telephone number and the main address provided by Customer; or
 - b. Customer may choose to sign up for up to 10 Emergency Location Information Numbers (ELINs) that Customer could assign to zones within Customer's premises that would be separately identified to the E911 call taker. The location information, such as a specific floor, side of a building, or other identifying information, could assist emergency responders to more quickly reach the appropriate location. Customer is solely responsible for programming its PBX system to map each station to one of these numbers, and for updating the system as necessary to reflect moves or additions of stations within the premises. Comcast will send the assigned ELINs to the ALI or SLDB database, as is appropriate.
- Many jurisdictions require businesses using multi-line telephone systems to program their systems to transmit specific location information for 911 calls. Customer bears sole responsibility to ensure that it identifies and complies with all such requirements. In any event, if Customer does not maintain E911 records in a timely and accurate manner, the E911 call taker may not receive proper location information, and emergency responders may be delayed or even prevented from timely reaching the caller's location.
- Battery Back Up - The Integrated Access Device (IAD) provided by Comcast is not equipped with battery backup. It is Customer's responsibility to ensure adequate back-up power is provided to ensure service continuity during a power outage, as employees would otherwise be unable to use the Services, including dialing 9-1-1, when power is unavailable.
- Calls using the Service, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network/equipment/power failure, or another technical problem.
- All questions should be directed to 1-800-391-3000. E911 Service, Private Branch Exchange, and Direct Inward Dial Service.

By signing below, Customer acknowledges, agrees to and accepts the terms and conditions of this Sales Order.

CUSTOMER USE ONLY (by signature/initials)		COMCAST USE ONLY (by authorized personnel)	
Signature:	Signature:	Sales Rep:	Jackie Kelly
Name:	Name:	Sales Rep E-Mail:	jackie_kelly@comcast.com
Title:	Title:	Region:	Chicago
Date:	Date:	Division:	Central

Village of Carol Stream
Interdepartmental Memorandum

TO: Joseph Breinig, Village Manager
FROM: Gregory R. Ulreich, Stormwater Administrator 
DATE: February 3, 2017
RE: Award of Contract – 2017 Klein Creek Stream Maintenance

On February 1st at 10:00 a.m. Engineering Staff opened bids for the referenced project. The following bids were read aloud:

Kramer Tree Specialists, Inc. (West Chicago, IL)	\$ 117,986.00
Homer Tree Care, Inc. (Lockport, IL)	\$ 113,400.00
Trees “R” Us, Inc. (Wauconda, IL)	\$ 86,100.00
Steve Pipe and Sons, Inc. (Naperville, IL)	\$ 82,145.15
Abbott Tree Care Professionals, LLC (Wayne, IL)	\$ 70,623.00
Clean Cut Tree Service (Grayslake, IL)	\$ 44,100.00
Engineering Budget	\$ 35,000.00

The lowest responsible bidder exceeded the budgeted amount of \$35,000.00. The budgeted amount was based on the sole source contract awarded to Kramer Tree Specialists for the stream maintenance performed in 2014 for \$28,420.00. The budgeted amount added a 20% contingency due to the length of time since stream maintenance was last performed. However, the budgeted amount also did not account for the segment between North Avenue and Kuhn Road that was eventually added to the scope of work.

Based on conversations with bidders, the difference in bid amounts appears to stem from two concepts: (1) some bidders disagreed with the Village regarding the use of prevailing wage rates and (2) bidders assumptions regarding obtaining access to the creek outside of the Village’s right-of-way.

Prior to advertising for bids, it was determined by the Village Attorney that prevailing wages are not required as this work was considered maintenance. The contractors have access to the creeks from Village roads, but would have to obtain permission from individual property owners if they chose to use side yards for access.

The lowest bidder provided four municipal references, two of which were for stream / drainage ditch maintenance in Wheeling and Elk Grove. The Village of Wheeling confirmed that their contract does not require prevailing wage rates to be paid and that access to their streams/ditches is likely as difficult as that of Klein Creek. Clean Cut Tree Service has been performing work for them since 2013. Wheeling just awarded a second contract to Clean Cut Tree Service after their bid also came in significantly lower than the rest of the field. The Village of Elk Grove also provided positive feedback and indicated that they are on their short-list for future work within their Village.

The bid documents included a provision that allowed the Village to prioritize sections of Klein and Thunderbird Creeks and selectively award those sections until the total price is under the budget amount. Based on the prioritization set forth in the memorandum dated January 17, 2017, the Village eliminated Sheets 2, 11, 12 and 13. Contact was made with Clean Cut Tree Service on February 2nd and it was confirmed that they would still agree to perform the work based on the reduced scope. These sections will be included in next year's contract.

Staff therefore considers the lowest bidder to be responsible and recommends award of the contract to Clean Cut Tree Service for the revised lump sum amount of \$33,200.00.

Attachments:

Bid Tab

Bid Tab – Prioritized

Memorandum dated January 17, 2017

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

**2017 Klein Creek Stream Maintenance
Bid Tabs**

ITEM NO.	ITEM	UNIT	QTY	Engineer's Estimate		Clean Cut Tree Service Inc. Grayslake, IL 60030		Abbott Tree Care Professionals Wayne, IL 60184		Steve Piper & Sons Naperville, IL 60564		Trees "R" Us, Inc. Wauconda, IL 60084		Kramer Tree Specialists West Chicago, IL 60185		Homer Tree Care Inc. Lockport, IL 60441	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	Unit Price	Total
7	Removal & Trimming (Sheet 8)	LS	1.00			\$5,500.00	\$5,500.00	\$8,778.00	\$8,778.00	\$15,937.50	\$15,937.50	\$15,000.00	\$15,000.00	\$21,140.00	\$21,140.00	\$9,450.00	\$9,450.00
6	Removal & Trimming (Sheet 7)	LS	1.00			\$5,500.00	\$5,500.00	\$7,581.00	\$7,581.00	\$6,745.35	\$6,745.35	\$10,350.00	\$10,350.00	\$9,970.00	\$9,970.00	\$9,450.00	\$9,450.00
5	Removal & Trimming (Sheet 6)	LS	1.00			\$2,500.00	\$2,500.00	\$2,793.00	\$2,793.00	\$5,171.00	\$5,171.00	\$5,400.00	\$5,400.00	\$8,142.00	\$8,142.00	\$9,450.00	\$9,450.00
4	Removal & Trimming (Sheet 5)	LS	1.00			\$4,400.00	\$4,400.00	\$7,980.00	\$7,980.00	\$7,322.50	\$7,322.50	\$10,950.00	\$10,950.00	\$12,334.00	\$12,334.00	\$9,450.00	\$9,450.00
3	Removal & Trimming (Sheet 4)	LS	1.00			\$2,900.00	\$2,900.00	\$8,379.00	\$8,379.00	\$7,705.00	\$7,705.00	\$7,725.00	\$7,725.00	\$8,544.00	\$8,544.00	\$9,450.00	\$9,450.00
2	Removal & Trimming (Sheet 3)	LS	1.00			\$3,500.00	\$3,500.00	\$7,980.00	\$7,980.00	\$5,540.00	\$5,540.00	\$6,225.00	\$6,225.00	\$14,772.00	\$14,772.00	\$9,450.00	\$9,450.00
9	Removal & Trimming (Sheet 10)	LS	1.00			\$3,400.00	\$3,400.00	\$5,586.00	\$5,586.00	\$6,877.50	\$6,877.50	\$5,700.00	\$5,700.00	\$12,070.00	\$12,070.00	\$9,450.00	\$9,450.00
8	Removal & Trimming (Sheet 9)	LS	1.00			\$5,500.00	\$5,500.00	\$5,187.00	\$5,187.00	\$10,140.65	\$10,140.65	\$7,650.00	\$7,650.00	\$10,420.00	\$10,420.00	\$9,450.00	\$9,450.00
	SUBTOTAL						\$33,200.00		\$54,264.00		\$65,439.50		\$69,000.00		\$97,392.00		\$75,600.00
10	Removal & Trimming (Sheet 11)	LS	1.00			\$2,000.00	\$2,000.00	\$3,192.00	\$3,192.00	\$3,502.50	\$3,502.50	\$4,200.00	\$4,200.00	\$4,524.00	\$4,524.00	\$9,450.00	\$9,450.00
12	Removal & Trimming (Sheet 13)	LS	1.00			\$2,900.00	\$2,900.00	\$2,394.00	\$2,394.00	\$5,171.90	\$5,171.90	\$4,200.00	\$4,200.00	\$6,132.00	\$6,132.00	\$9,450.00	\$9,450.00
11	Removal & Trimming (Sheet 12)	LS	1.00			\$2,500.00	\$2,500.00	\$1,197.00	\$1,197.00	\$1,031.25	\$1,031.25	\$900.00	\$900.00	\$3,538.00	\$3,538.00	\$9,450.00	\$9,450.00
1	Removal & Trimming (Sheet 2)	LS	1.00			\$3,500.00	\$3,500.00	\$9,576.00	\$9,576.00	\$7,000.00	\$7,000.00	\$7,800.00	\$7,800.00	\$6,400.00	\$6,400.00	\$9,450.00	\$9,450.00
	TOTAL AS READ					\$35,000.00	\$44,100.00		\$70,623.00		\$82,145.15		\$86,100.00		\$117,986.00		\$113,400.00

* The items above have been re-ordered based on the prioritization set forth in the memorandum dated January 17, 2017.

Village of Carol Stream

Interdepartmental Memo

TO: James T. Knudsen, Director of Engineering Services

FROM: Gregory R. Ulreich, Stormwater Administrator

DATE: January 17, 2017

RE: 2017 Klein Creek Stream Maintenance
Prioritization List

The Capital Improvement Plan budgeted \$35,000 for Klein Creek Stream Maintenance for FY16. The contract documents are based on the survey conducted by Engineering Resource Associates in the fall of 2016. Stream maintenance was last performed in the fall of 2014. Sealed bids will be opened on February 1, 2017, but based on the results of the survey, it is anticipated that the entire scope of work may not be able to be completed within the FY16 budget.

Therefore, the contract documents include a provision that allows the Village to partially award the contract based on a pre-determined prioritization of 12 areas (i.e. sheets). The following list prioritizes those segments where flow obstructions are more likely to exacerbate flooding of flood-prone properties. Consideration was also given to ensuring sufficient access points were provided by the order chosen.

Priority	Sheet #	Road Segments
1	8	Illini-Thunderbird
2	7	Illini-Thunderbird
3	6	Thunderbird-Kuhn
4	5	Thunderbird-Kuhn
5	4	Thunderbird-Kuhn
6	3	Thunderbird-Kuhn
7	10	Armstrong Park
8	9	Armstrong Park
9	11	Armstrong Park
10	13	Seminole-Gary
11	12	Seminole-Gary
12	2	Kuhn-North

cc:

Village of Carol Stream
INTER-DEPARTMENTAL MEMO

TO: Mayor and Trustees

RM

FROM: Robert Mellor, Assistant Village Manager

DATE: February 3, 2017

RE: Request for Additional Architectural Services – Multiple Bid Releases

MTI has requested that the Village conduct multiple bid releases to allow construction to start much sooner than the architect services would allow under the current architectural services agreement, which provides for one final bid release. Williams Architects has provided a proposal for these additional services. This will allow them to provide the three bid releases as requested.

Below is the requested timeline for bid releases that will allow for demolition, excavation and construction of the building shell prior to winter:

- **Bid Release 1** - Contains the demolition and mass excavation work completed on or about 31 March 2017, pending owner approvals.
- **Bid Release 2** - Focuses on the site work and building shell. This would likely include the civil engineering design, foundations, concrete floor structure, structural steel, masonry, exterior metal stud walls with their insulation, sheathing and vapor barrier, exterior windows and roofing. This is currently scheduled to be completed on or about May 12, 2017, pending owner decisions.
- **Bid Release 3** - Includes quality control, include all the remaining aspects of the building. This is currently scheduled to be completed on or about August 25, 2017, pending owner decisions.
- Final draft documents are scheduled to be completed on or about August 4, 2017, pending owner decisions.

Williams Architects is proposing to provide the above multiple bid releases as additional services added to their existing owner architect agreement for the fixed lump sum indicated below:

- Bid Release One: No additional fee Bid Release (included in basic architectural services agreement)
- Bid Release Two: Included in the basic services agreement
- Bid Release Three: Eight Thousand Dollars (\$8,000)

Staff is requesting approval of this addition to the architectural services agreement with Williams Architects for multiple bid releases at a cost of \$8,000 to allow construction to proceed more quickly prior to the onset of winter weather conditions.

Please contact me if you have any questions.

Cc: Joseph E. Breinig, Village Manager

3 February 2017

Mr. Robert Mellor
Assistant Village Administrator
Village of Carol Stream
500 N. Gary Avenue
Carol Stream, Illinois 60188

Re: Additional Services
Multiple Bid Releases
Village Hall & Police Project
WA Project Number 2016-021

Dear Bob:

We at Williams Architects (WA) are pleased that the project continues to move forward with increasing momentum. Understanding that MTI needs multiple bid releases to allow construction to start much sooner than our services would allow with only one final bid release (Per Article 1.1.6 of our agreement states "One set of bidding documents and single round of bidding is included"), we are providing this proposal for additional services. This will allow us to provide the three bid releases as requested.

PROJECT UNDERSTANDING:

- A. Currently, MTI needs to have a first bid release that contains the demolition and mass excavation work completed on or about 31 March 2017, pending owner approvals.
- B. The second bid release would focus on the site work and building shell. This would likely include the civil engineering design, foundations, concrete floor structure, structural steel, masonry, exterior metal stud walls with their insulation, sheathing and vapor barrier, exterior windows and roofing. This is currently scheduled to be complete on or about 12 May 2017, pending owner decisions.
- C. The final bid release, including quality control, include all the remaining aspects of the building. This is currently scheduled to be completed on or about 25 August 2017, pending owner decisions. Final draft documents are scheduled to be completed on or about 4 August 2017, pending owner decisions.
- D. The owner understands that by requesting the architect and their engineers and designers to provide bid documents before the facility is fully designed, the components, structure and systems cannot be fully coordinated prior to bidding, fabrication and installation. Therefore, the owner may incur additional construction costs once the facility is fully designed and previously designed and bid portions of the work require changes to coordinate the entire assembly.

SERVICES TO BE PROVIDED:

- A. Three bid releases as described above.

SCHEDULE:

- A. Bid Release One: On or about 31 March 2017
- B. Bid Release Two: On or about 12 May 2017
- C. Bid Release Three, draft documents: On or about 4 August 2017
- D. Bid Release Three, final documents: On or about 25 August 2017



TERMS AND CONDITIONS:

Compensation:

We propose to provide the above noted Multiple bid releases for the fixed lump sums indicated below:

Bid Release One:	No additional fee
Bid Release Two:	Included in the basic services agreement
Bid Release Three:	Eight Thousand Dollars (\$8,000)

These will be additional services added to our existing owner architect agreement. If you are in agreement with the terms of this Additional Services Agreement, please sign and date below, and return one original to our office.

Thank you again for this wonderful opportunity to provide our services to you. If you have any additional questions or comments, please do not hesitate to contact me at your earliest convenience.

Cordially,



Mark S. Bushhouse, AIA
President

xc: Andrew Caputo / Williams Architects
Scott Lange / Williams Architects
Sonja Sporleder / Williams Architects

ACCEPTED BY:

The Village of Carol Stream hereby accepts the terms and conditions of this proposal and authorizes Williams Architects to begin their services immediately.

ACCEPTED:

Printed Name and Title – Village of Carol Stream Authorized Representative

Signature of Authorized Representative

Date

G:\2016\2016-021 Carol Stream Village Hall & Police\B_General Basic Services_Task 20-50\B.05_Contracts\Additional Services\Owner_Architect\WA - Carol Stream Multiple Bid Releases Additional Services Proposal 1-12-2017.docx



AGENDA ITEM
Village of Carol Stream H-4 2-6-17
INTER-DEPARTMENTAL MEMO

TO: Mayor & Trustees

FROM: Robert Mellor, Assistant Village Manager *Rm*

DATE: February 3, 2017

RE: **Authorizing Increase in Scope of Services with MTI Construction Services for Renovation of the Temporary Village Hall/Police Station at 505 E. North Avenue**

Attached for your review is a change to the Construction Manager contract approved by the Village Board in July 2016. The change increases the scope of work for MTI for additional services for renovation of the temporary Village Hall/Police Station at 505 E. North Avenue. MTI's cost for this work was previously included in the budget for the temporary facility that was discussed at the January 23, 2017 Board meeting.

MTI has obtained cost estimates for construction, refined the scope of work and performed requests for proposal services. During the next phase MTI will

- Serve as the Village's General Contractor for work at the temporary facility
- Provide bonds for work done by the subcontractors
- Hire subcontractors
- Coordinate construction work of all subcontractors
- Ensure safety of the job site
- Maintain quality control of products and services
- Identify cost savings through value engineering
- Prepare payout requests
- Secure lien waivers
- Provide dumpsters
- Assist us with relocation services at the temporary facility MTI will.

Attached is a summary of the contractor proposals to renovate the temporary facility including MTI fees for services. The total budget for contractor work was \$485,707. The contractor proposals came in at \$485,175.92. Renovation of the temporary facility should take approximately 2 months.

Staff requests Village Board authorization to increase the scope of work for MTI to serve as Construction Manager/General Contractor for renovations to the temporary Village Hall/Police Station located at 505 E. North Avenue at a cost of \$61,406.92.

I am available to answer any question.

Cc: Joseph E. Breinig, Village Manager

MTI CONSTRUCTION SERVICES

CSVH & Police Temporary Facility - 505 E. North Avenue

Bid Summary for Trade Bidders 2/03/2017

Bid Summary Results						
Trade	Trade Contractor	Base Bid	Alternates	Contingency	Rubbish Dumpster Credit	Recommended Award Total
Concrete		\$ 11,500.00				\$ 11,500.00
Aluminum & Glass		\$ 24,170.00				\$ 24,170.00
CMU		\$ 5,100.00			-500.00	\$ 4,600.00
Drywall		\$ 50,625.00				\$ 50,625.00
Acoustical Ceiling		\$ 10,930.00				\$ 10,930.00
Carpentry/Misc. Items		\$ 31,190.00				\$ 31,190.00
Drs., Frms, Hrdwr.		\$ 8,500.00				\$ 8,500.00
Carpet Demolition		\$ 3,600.00				\$ 3,600.00
General Demolition		\$ 11,000.00			-2,500.00	\$ 8,500.00
Painting		\$ 15,250.00				\$ 15,250.00
Counters & Shutters		\$ 6,680.00				\$ 6,680.00
Wire Mesh Partitions		\$ 16,910.00				\$ 16,910.00
Carpet & Base		\$ 37,910.00	(4,925.00)		-1,000.00	\$ 31,985.00
Ceramic Tile & Base		\$ 4,229.00				\$ 4,229.00
Plumbing & Fixtures		\$ 28,500.00				\$ 28,500.00
Fire Sprinklers		\$ 9,000.00				\$ 9,000.00
Mechanical/Exh. Fans		\$ 29,500.00			-400.00	\$ 29,100.00
Elect. Light & Power		\$ 132,725.00	(3,925.00)		-300.00	\$ 128,500.00
Relocate EM Generator		Included				\$ -
New 800 Amp Service		Included				\$ -
Total Base Bid Results		\$ 437,319.00	\$ (8,850.00)	\$ -	\$ (4,700.00)	\$ 423,769.00

General Conditions	\$	45,000.00
MTI OH&P Fee	\$	16,406.92
Total Project Construction Cost	\$	485,175.92

**AN ORDINANCE TERMINATING A SPECIAL USE PERMIT FOR
LANDSCAPE WASTE TRANSFER STATION (VILLAGE OF CAROL STREAM - 295 N.
KUHN ROAD)**

WHEREAS, on August 18, 2014, the President and Board of Trustees of the Village of Carol Stream passed and approved Ordinance 2014-08-44, which granted a Special Use Permit for a landscape waste transfer station on the parcel of property legally described in Section 1 herein, having a common address of 295 N. Kuhn Road, Carol Stream, Illinois; and

WHEREAS, on February 1, 2016, the President and Board of Trustees of the Village of Carol Stream passed and approved Ordinance 2016-02-06, which granted a six month extension to the time period for the Special Use Permit for a landscape waste transfer station on the parcel of property legally described in Section 1 herein, having a common address of 295 N. Kuhn Road, Carol Stream, Illinois; and

WHEREAS, in accordance with Section 16-15-8(H) of the Carol Stream Code of Ordinances, a Special Use Permit granted by the Board of Trustees shall be subject to termination in the event that the owner fails to commence construction of the proposed use within 18 months from and after the date of the granting of the permit, and also in the event that following the issuance of occupancy permits, abandonment or other failure to utilize the property for the purposes permitted by the Special Use for a period of two months out of any six month period; and

WHEREAS, in accordance with the procedure set forth in Section 16-15-8(H)(2) of the Carol Stream Code of Ordinances, at a regular meeting on December 12, 2016 and January 24, 2017, the Combined Plan Commission/Zoning Board of Appeals conducted a public hearing to determine whether the conditions under which a Special Use Permit may be subject to termination exist, with public notice of the hearing having

been given by newspaper publication and having been sent to the legal owner of record by certified mail, return receipt requested; and

WHEREAS, Organic Soils, the recipient of the Special Use Permit relinquished all rights granted to it by virtue of the Special Use Permit approved pursuant to Ordinance No. 2014-08-44, to operate a landscape waste transfer station upon the Property and further consented to the Village's termination of the Special Use Permit and the rezoning of the Property to its original R-1 One Family Residence District designation; and

WHEREAS, at their January 24, 2017 meeting, the Combined Plan Commission/Zoning Board of Appeals found that the conditions under which a Special Use Permit may be subject to termination by the Board of Trustees do exist in this particular case; and

WHEREAS, the Combined Plan Commission/Zoning Board of Appeals has filed its Findings and Recommendations regarding the termination of the Special Use Permit for a landscape waste transfer station with the Mayor and Board of Trustees, and the Mayor and Board of Trustees have duly considered said Findings and Recommendations.

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

SECTION 1: The Mayor and Board of Trustees of the Village, after examining the Findings and Recommendations of the Combined Plan Commission/Zoning Board of Appeals, have determined and find that, with respect to the termination of the Special Use Permit:

- (1) That the conditions that allow for the termination of a Special Use Permit exist in the case of the property at 295 N. Kuhn Road; specifically, that Organic Soils relinquished all rights to the Special Use Permit and consented to the termination of the Special Use Permit.

SECTION 2: The Special Use Permit granted through Ordinances 2014-08-44 and extended by Ordinance 2016-02-06, to the property legally described below and commonly known as 295 N. Kuhn Road, is hereby terminated.

LEGAL DESCRIPTION:

THAT PART OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 31; THENCE SOUTH 00 DEGREES 12 MINUTES 13 SECONDS EAST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF SECTION 31, 2632.90 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 47 SECONDS EAST, 33.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 47 MINUTES 47 SECONDS EAST ALONG THE LAST DESCRIBED COURSE, 278.00 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 13 SECONDS EAST, 211.08 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 47 SECONDS WEST, 47.62 FEET TO A POINT CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 115.00 FEET, A CHORD OF 31.42 FEET AND A CHORD BEARING OF NORTH 82 DEGREES 21 MINUTES 09 SECONDS WEST, AN ARC DISTANCE OF 31.52 FEET; THENCE NORTH 74 DEGREES 30 MINUTES 06 SECONDS WEST, 116.28 FEET TO A POINT CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 290.00 FEET, A CHORD OF 79.23 FEET AND A CHORD BEARING OF NORTH 82 DEGREES 21 MINUTES 09 SECONDS WEST, AN ARC DISTANCE OF 79.47 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 47 SECONDS WEST, 8.83 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 13 SECONDS WEST, 164.50 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

SECTION 3: This Ordinance shall be in full force and effect from and after passage, approval and publication in pamphlet form.

PASSED AND APPROVED THIS 6th DAY OF FEBRUARY, 2017.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

**AN ORDINANCE APPROVING A ZONING MAP AMENDMENT
TO REZONE PROPERTY FROM THE B-3 SERVICE DISTRICT TO THE R-1 ONE
FAMILY RESIDENCE DISTRICT
(295 N. KUHN ROAD)**

WHEREAS, The Village of Carol Stream, hereinafter referred to as the Petitioner, has petitioned for a Zoning Map Amendment to rezone the Property from the B-3 Service District to the R-1 One Family Residence District; and

WHEREAS, pursuant to Section 16-15-7 of the Carol Stream Code of Ordinances, the Combined Plan Commission/Zoning Board of Appeals, at a regular meeting thereof, held a public hearing on the above petition on December 12, 2016 and January 24, 2017, following proper legal notice of said public hearings, after which the Commission voted to recommend to the Mayor and Board of Trustees of the Village that the Zoning Map Amendment be approved; and

WHEREAS, the Combined Plan Commission/Zoning Board of Appeals has filed its Findings and Recommendations regarding the Zoning Map Amendment with the Mayor and Board of Trustees, and the Mayor and Board of Trustees have duly considered said Findings and Recommendations.

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

SECTION 1: The findings of the Combined Plan Commission/Zoning Board of Appeals are hereby adopted as the findings of the Mayor and Board of Trustees.

SECTION 2: The 1.17 acre parcel legally described below (the Property) is hereby granted a Zoning Map Amendment to rezone the Property from the B-3 Service District to the R-1 One Family Residence District.

LEGAL DESCRIPTION OF THE PROPERTY:

THAT PART OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 31; THENCE SOUTH 00 DEGREES 12 MINUTES 13 SECONDS EAST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF SECTION 31, 2632.90 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 47 SECONDS EAST, 33.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 47 MINUTES 47 SECONDS EAST ALONG THE LAST DESCRIBED COURSE, 278.00 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 13 SECONDS EAST, 211.08 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 47 SECONDS WEST, 47.62 FEET TO A POINT CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 115.00 FEET, A CHORD OF 31.42 FEET AND A CHORD BEARING OF NORTH 82 DEGREES 21 MINUTES 09 SECONDS WEST, AN ARC DISTANCE OF 31.52 FEET; THENCE NORTH 74 DEGREES 30 MINUTES 06 SECONDS WEST, 116.28 FEET TO A POINT CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 290.00 FEET, A CHORD OF 79.23 FEET AND A CHORD BEARING OF NORTH 82 DEGREES 21 MINUTES 09 SECONDS WEST, AN ARC DISTANCE OF 79.47 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 47 SECONDS WEST, 8.83 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 13 SECONDS WEST, 164.50 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

SECTION 3: This Ordinance shall be in full force and effect from and after passage, approval and publication in pamphlet form as provided by law.

PASSED AND APPROVED THIS 6th DAY OF FEBRUARY, 2017.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr. Mayor

ATTEST:

Laura Czarnecki, Village Clerk

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR
A PUBLIC SERVICE USE AND SPECIAL USE PERMIT FOR OUTDOOR
ACTIVITIES AND OPERATIONS IN THE I INDUSTRIAL DISTRICT (VILLAGE OF
CAROL STREAM, 505 E. NORTH AVENUE)**

WHEREAS, The Village of Carol Stream, hereinafter referred to as the Petitioner, has petitioned for a Special Use Permit for a Public Service Use as provided in Section 16-10-2(B)(17) of the Carol Stream Code of Ordinances, and a Special Use Permit for Outdoor Activities and Operations in the form of the storage of Village vehicles and installation of a generator as provided in Section 16-10-2(B)(14) of the Carol Stream Code of Ordinances, on the property legally described in Section 2 herein and commonly known as 505 E. North Avenue, Carol Stream, Illinois; and

WHEREAS, pursuant to Section 16-15-8 of the Carol Stream Code of Ordinances, the Combined Plan Commission/Zoning Board of Appeals held a public hearing on the above petition on January 24, 2017, following proper legal notice of said public hearing, after which the Commission recommended to the Mayor and Board of Trustees of the Village that the Special Use Permits be approved; and

WHEREAS, the Combined Plan Commission/Zoning Board of Appeals has filed its Findings and Recommendations regarding the Special Use Permits with the Mayor and Board of Trustees, and the Mayor and Board of Trustees have duly considered said Findings and Recommendations.

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

SECTION 1:

The Mayor and Board of Trustees of the Village of Carol Stream, after examining the Petition for a Special Use Permit for a Public Service Use and a Special Use Permit for Outdoor Activities and Operations, and the Findings and Recommendations of the Combined Plan Commission / Zoning Board of Appeals, have determined and find that the requested Special Use Permits:

1. Are deemed necessary for the public convenience at the location. *The Village will still need to have a facility to provide Municipal and Police services for residents and business owners at a temporary facility while the renovation/addition project is under construction at the current Municipal Center. In addition, the parking of Village fleet vehicles at the temporary facility is essential to maintain Village operations, and the proposed generator will provide backup service to the facility.*
2. Will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare. *The proposed temporary facility will provide a convenient location for Village residents and business owners during the construction at the current Municipal Center, and the parking of Village fleet vehicles and installation of a backup generator will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare.*

3. Will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. *Surrounding properties include industrial, office, and commercial uses. The proposed temporary facility, along with the parking of Village fleet vehicles and installation of a backup generator, should have with no apparent injury to the use or enjoyment of properties in the immediate vicinity, or diminish or impair property values within the vicinity.*
4. Will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district. *Surrounding industrial properties are already developed. As such, there should be no impact on the normal and orderly development and improvement of surrounding industrial properties.*
5. Will provide adequate utilities, access roads, drainage and other important and necessary community facilities. *Adequate utilities, access roads, drainage and other public improvements are already in place.*
6. Will conform to the applicable regulations of the district in which it is located, except as the Village Board may in each instance modify such regulations. *The temporary facility will conform to all applicable codes and requirements.*

SECTION 2:

The Special Use Permits, as set forth in the above recitals, are hereby approved and granted to the Village of Carol Stream, subject to the conditions set forth in Section 3, upon the real estate commonly known as 505 E. North Avenue, Carol Stream, Illinois, and legally described as follows:

PARCEL 1:

LOT 5, EXCEPT THE SOUTH 136.0 FEET THEREOF, IN KRES SUBDIVISION, BEING A PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 6, 1961 AS DOCUMENT 998730, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2:

LOT 8, AND ALSO THE SOUTH 136.0 FEET OF LOT 5, IN KRES SUBDIVISION, BEING A PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 6, 1961 AS DOCUMENT 998730, IN DUPAGE COUNTY, ILLINOIS.

hereinafter referred to as the Subject Property.

SECTION 3:

The approval of the Special Use Permits granted in Section 1 herein are subject to the following conditions:

1. The Village shall seek the cooperation of the owner of the property to ensure that the property meet State of Illinois handicapped parking requirements in regards to the number, striping, and signage for handicapped spaces; and
2. That the site must be maintained and the business must be operated in accordance with all State, County and Village codes and regulations.

SECTION 4:

The Special Use Permits and Variation are hereby approved and granted as set forth in the following plans and exhibits:

1. Site Plan (Exhibit A dated January 13, 2017), prepared by Williams Architects, 500 Park Boulevard, Suite 800, Itasca, Illinois, 60143.
2. Preliminary Floor Plan (Exhibit B dated January 13, 2017), prepared by Williams Architects, 500 Park Boulevard, Suite 800, Itasca, Illinois, 60143.

PASSED AND APPROVED THIS 6th DAY OF FEBRUARY, 2017.

AYES:

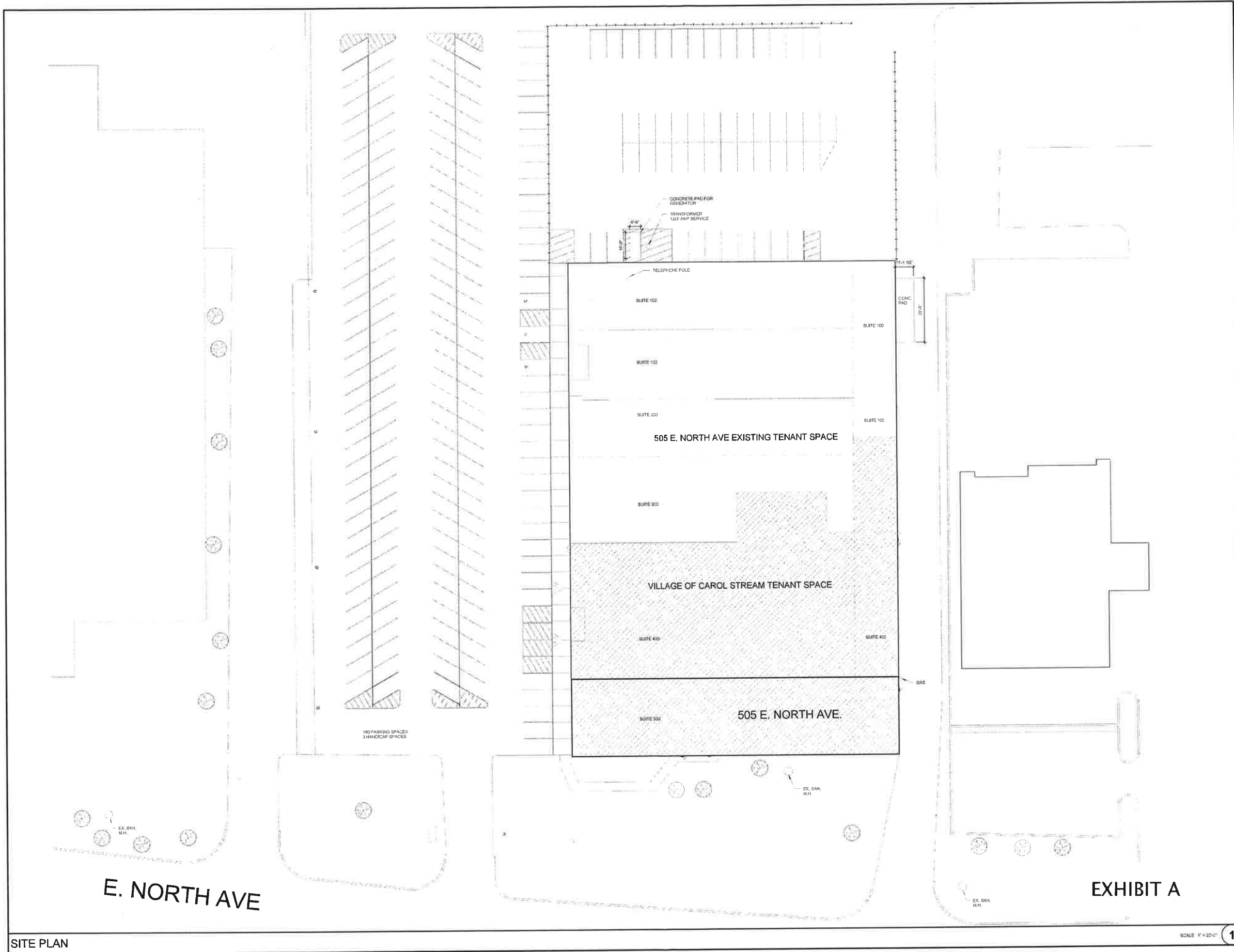
NAYS:

ABSENT:

Frank Saverino, Sr. Mayor

ATTEST:

Laura Czarnecki, Village Clerk



VILLAGE HALL AND POLICE TEMPORARY FACILITY
VILLAGE OF CAROL STREAM
 505 E. NORTH AVE.
 CAROL STREAM, IL 60188

WA No. 2018-021
 Date 2/17/13
 Draw JC/S
 Checked AC

REVISIONS

NO.	DATE	DESCRIPTION



WILLIAMS ARCHITECTS
 ARCHITECTURE | TRAINING | ADAPTIVE | INTERIORS
 1000 W. 12TH STREET, SUITE 100
 PROPER, ILLINOIS 60070
 PHONE 630-321-1232 FAX 630-321-1220



SITE PLAN

AS0.1

RESOLUTION NO. _____

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

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

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

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

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

SECTION 1: That the Mayor and Board of Trustees of the Village of Carol Stream find that the personal property described in Exhibit "A", now owned by the Village of Carol Stream, is no longer useful and authorize its disposal per the attached memorandum dated January 25, 2017.

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

PASSED AND APPROVED THIS 6th DAY OF February 2017.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

EXHIBIT "A"

Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: Philip J. Modaff, Director of Public Works
DATE: January 25, 2017
RE: Request for Declaration of Surplus

The Public Works Department has identified the following items that are no longer of use and recommends each be declared surplus for the purpose of scrapping or selling at auction:


Limb Lopper brand hydraulic lopper	Model #FRJ0128200
Limb Lopper brand hydraulic pole saw	Model #FRP04215TB
Schumacher brand battery charger	Model #SE-8270
Silver Beauty brand battery charger	Model #SE-8050
Econo-mold tube (24" x 144")	
McCann concrete Soni-tube – 4 units (24" x 72")	
Stihl brand chainsaw - 3 units (inoperable)	
Stihl brand pole saw attachment and chainsaw motor (inoperable)	
Metal Storage Shelf (36" x 84")	
Scotty brand calibration gasses container	
Boot dryer (inoperable)	Model #E16
Sump pump (inoperable)	Model #01130121
Subsite model Itron reader (outdated)	Serial #358848
Subsite model locator (inoperable)	Model #70

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

Village of Carol Stream

Interdepartmental Memo

TO: Joseph Breinig, Village Manager

FROM: William N. Cleveland, Assistant Village Engineer 

DATE: February 1, 2017

RE: 2017 Flexible Pavement Project- Motor Fuel Tax Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code (Section 17-00000-00-GM)

Attached is the estimate of cost and MFT resolution for the referenced project in the format required by IDOT. The resolution is for \$4,097,962.25, which is less than the proposed budget amount of \$4,100,000.00. This is the first MFT funded project since 2013, and the largest ever proposed.

This project will be funded through the Village Motor Fuel Tax account, currently at \$4,878,438.51. As such, Illinois Department of Transportation procedures and documentation will need to be followed. We have also increased the size of the project to take advantage of available MFT funds.

It is therefore recommended that the IDOT Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code be approved in the amount of \$4,097,962.25.

Cc: Jon Batek, Finance Director
James T. Knudsen, Director of Engineering Services
Phil Modaff, Director of Public Works
Jim Ludman, Engineering Inspector
Jesse Bahraini, Engineering Inspector

Attachments



Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code

BE IT RESOLVED, by the Mayor and Board of Trustees of the Village of Carol Stream, Illinois, that there is hereby appropriated the sum of \$4,097,962.25 of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of the Illinois Highway Code from May 1, 2017 to April 30, 2018

BE IT FURTHER RESOLVED, that only those streets, highways, and operations as listed and described on the approved Municipal Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that the Clerk shall, as soon a practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

BE IT FURTHER RESOLVED, that the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at Schaumburg, Illinois.

I, Laura Czarnecki Clerk in and for the Village of Carol Stream, County of DuPage

hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by

the Mayor and Board of Trustees at a meeting on February 6, 2017

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 7th day of February, 2017

(SEAL) Village Clerk

Approved
Date
Department of Transportation
Regional Engineer



Municipal Estimate of Maintenance Costs

Local Public Agency: Village of Carol Stream
 County: DuPage

Maintenance Period: 5/1/2017 to 4/30/2018

Section Number: 17-00000-00-GM

Estimated Cost of Maintenance Operations

Maintenance Operation (No. Description)	Maint. Group	Insp. Req.	For Group I, IIA, IIB, or III					Est Total Operation Cost
			Item	Unit	Quantity	Unit Price	Item Cost	
Flexible Pavement Project (17-00000-01-GM)	IV	Y						
			Comb C&G Rem	LF	31584.00	4.25	134,232.00	134,232.00
			Comb C&G Ty B6-12	LF	25725.00	18.25	469,481.25	469,481.25
			Comb C&G Ty M6-12	LF	5784.00	18.20	105,268.80	105,268.80
			SW Rem	SF	140384.00	1.25	175,480.00	175,480.00
			PCC SW 5"	SF	139892.00	5.00	699,460.00	699,460.00
			Detectable Warnings	SF	3800.00	27.00	102,600.00	102,600.00
			Dwy Pvt Rem	SY	7598.00	14.00	106,372.00	106,372.00
			HMA Dwy Repl 2.5"	SY	7374.00	34.00	250,716.00	250,716.00
			PCC Dwy Pvt 6"	SY	130.00	45.00	5,850.00	5,850.00
			Agg for Temp Access	TON	25.00	10.50	262.50	262.50
			Earth Excavation	CY	23.00	75.00	1,725.00	1,725.00
			Agg Base Repairs	TON	5.00	15.00	75.00	75.00
			Preparation of Base	SY	7130.00	0.05	356.50	356.50
			Pipe Underdrain 6"	LF	345.00	30.00	10,350.00	10,350.00
			Trench Backfill	CY	7.00	40.00	280.00	280.00
			Inlets CB MH to be Rep	EA	62.00	75.00	4,650.00	4,650.00
			Inlets CB MH to be Adj	EA	197.00	250.00	49,250.00	49,250.00
			Inlets CB MH to be Rec	EA	4.00	850.00	3,400.00	3,400.00
			New Frame & Grate	EA	1.00	525.00	525.00	525.00
			HMA Surf Rem 1.75"	SY	109142.00	2.00	218,284.00	218,284.00
			HMA Surf Rem 2.5"	SY	48259.00	2.50	120,647.50	120,647.50
			HMA Surf Rem 4.75"	SY	7130.00	4.50	32,085.00	32,085.00
			Class D Patch Ty IV 3"	SY	1754.00	25.00	43,850.00	43,850.00
			Strp Rf Cr Ctrl Tr 24" Ty B	LF	100.00	3.00	300.00	300.00
			Bit Matl (Prime Coat)	LB	133674.00	0.05	6,683.70	6,683.70
			Agg Prime Coat	TON	180.00	1.00	180.00	180.00
			Lvl Bndr Mach Mth N50	TON	2082.00	67.00	139,494.00	139,494.00
			HMA Bndr Cs IL-19.0 N50	TON	1436.00	66.00	94,776.00	94,776.00
			HMA Sur Cs Mx D N50	TON	18731.00	67.00	1,254,977.00	1,254,977.00
			Therm Pvt Mkg Ln 4"	LF	4242.00	2.00	8,484.00	8,484.00
			Therm Pvt Mkg Ln 6"	LF	2228.00	3.00	6,684.00	6,684.00
			Therm Pvt Mkg Ln 12"	LF	474.00	5.00	2,370.00	2,370.00
			Therm Pvt Mkg Ln 24"	LF	434.00	4.00	1,736.00	1,736.00
			Therm Pvt Mkg L&S	SF	187.40	5.00	937.00	937.00
			Traffic Ctrl & Protection	LS	1.00	45,000.00	45,000.00	45,000.00
			Tpsl Seed & Strw (Rest Spcl)	SY	76.00	15.00	1,140.00	1,140.00
							-	-
							-	-
Total Estimated Maintenance Operation Cost								4,097,962.25

	Estimated Cost	MFT Portion	Other Funds	Preliminary Engineering	
Maintenance	4,055,462.25	4,055,462.25	-	Engineering Inspection	
Maint Eng	-		-	Material Testing	
Totals:	4,055,462.25	4,055,462.25	-	Advertising	
				Bridge Inspections	
Total Estimated Maintenance Engineering Cost					-
Total Estimated Maintenance Cost					4,097,962.25

Submitted:

Approved:

 Municipal Official Title


 Date

 Regional Engineer

 Date

Village of Carol Stream
Interdepartmental Memorandum

TO: Joseph Breinig, Village Manager

FROM: James Knudsen, Director of Engineering Services 

DATE: February 3, 2017

RE: Cartegraph Operations Management Systems Software – Master & Purchase Agreements

In 2013, the Village Board adopted a Strategic Goal for the implementation of an Operations Management System (OMS) allowing staff to more effectively maintain the Village's numerous infrastructure assets. The following year an engineering firm was hired to assist Engineering and Public Works staff in evaluating the different enterprise systems available on the market. This process involved software demonstrations, testing, usage, surveys, reference checks, needs assessments, inventories, requests for information and cost comparisons being conducted over the next year and a half. The Village ultimately selected Cartegraph's OMS as the product that best met the Village's needs. The Village Board embraced another goal in 2015, the creation of a Technology Implementation Plan that paved the way for the purchase of software and hardware components. The cost to purchase the OMS program was then subsequently budgeted in FY17.

Several other municipalities in the GIS Consortium had already purchased Cartegraph or were in the process of purchasing it. Consortium members decided to work together in negotiating future purchase prices. Even though this significantly delayed our implementation schedule, we also joined these other municipalities. Our efforts not only led to substantial cost savings but also enhanced services.

The Village defines asset management as "An integrated, multidisciplinary set of strategies to sustain and extend the service life of public infrastructure assets, minimize life cycle costs, and continuously deliver necessary services at an acceptable level of risk." The Village is developing an asset and operations management plan that will be utilized by Engineering Services and Public Works for its four major infrastructure components; roadways, water distribution, sanitary and storm sewer systems.

The Carol Stream community depends on the Village to deliver safe, reliable and effective services. In order to accomplish this, the Village must properly evaluate existing infrastructure, capital improvements, operations and maintenance strategies for cost effectiveness, risk exposure, likelihood of failure, consequences of failure, reliability and ability to meet target levels of service.

The Village's core business needs are to:

- Program and justify capital improvements, and
- Provide accurate information and justification for operations management, and
- Provide support services for emergency response efforts.

To meet our business needs the Village has determined the asset and operations management plan should include the following elements:

- Registry of asset information
- Inventory of condition assessments
- Life cycle cost management
- Business risk exposure (likelihood of failure and consequences of failure)
- Performance assessments
- Data storage, access and reporting procedures/process
- Asset financial value
- Prioritization and programming of capital expenditures
- Operations management system

Cartegraph's OMS will address the Village's core business needs and will include all the previously identified elements. In addition, the Village will meet the following objectives with the execution of an enterprise asset and operations management plan through the implementation of Cartegraph's OMS program:

1. A strategic review and analysis of current and alternative asset management practices.
2. Establishment of enterprise-wide business processes and standards that support the development and improvement of decision-making tools that promote making the right decisions to extend the life of the assets.
3. Modification of current capital expenditure justification, project management and project workflow in order to effectively include future asset data and improve functional efficiency.
4. Implementation of enterprise-wide inventories, condition inspections, data storage/retrieval and reporting procedures that meet Village information technology standards. Achieve continuous improvement in asset management process through ongoing improvements to data quality to provide increased forecast reliability.
5. An assessment and evaluation of computerized maintenance and operations management systems and its ability integrate with other systems and provide long-term support to the asset management plan. Creation of an enterprise-wide integrated computerized asset and operations management system is the ultimate goal.
6. Maximized utilization of existing data sources and application systems such as the Village's Environmental Systems Research Institute (ESRI) geographic information system (GIS).
7. Meet legislative reporting and organizational financial planning requirements. Establish and maintain a record of the value and depreciation rates of all tangible assets owned by the Village.
8. Modify current business processes where justified to improve operational effectiveness and efficiency.
9. Simplification of asset management work process through reduction of data entry and associated steps.
10. Elimination of stand-alone data sets through integration of asset inventories and information into the asset management and operations systems.
11. Provide appropriate staff, equipment and resources to ensure the long-term management of Village assets meeting established levels of service, business standards, acceptable risk exposure and operational performance/effectiveness.
12. The development of enhanced communication tools to illustrate complex concepts in understandable language.

Attached is the Master Agreement, which sets forth the standard controlling terms and conditions in every Cartegraph agreement. Also attached is the Purchase Agreement. This agreement is intended to supplement, clarify and amend the Master Agreement. It provides more detailed terms and conditions specific to the Village's scope of work and investments.

The Purchase Agreement calls for a three-year implementation schedule. Year 1 will focus on initial installation, configurations, training, consulting, support, importation of pavement data from IMS, integration of all Village transportation and water system assets and design of two customized reports. In Year 2, all of the same services will be provided except the initial installation and only Village sewer assets will be integrated. Year 3 includes the on-going licensing costs, which were also contained in the previous years. We were able to negotiate free monthly data back-up charges for the first year, but will be assessed a fee for Years 2 and 3.

The total cost for Year 1 is \$165,245.68; under the \$175,000 budgeted. Years 2 and 3 costs are \$49,945.68 for each year. Through the GIS Consortium, we were able to save the Village \$34,665.91 in the three-year contract. Village Staff and the Village Attorney have both reviewed the agreements and found them acceptable. During the Village Attorney's review, there were a number of issues that were discussed in responses to his questions and comments. At the Village Attorney's recommendation, the Cartegraph responses and specifications are to be attached as context exhibits.

Therefore, Staff recommends approval of the Cartegraph Master and Purchase Agreements with Cartegraph's comment responses and specifications incorporated as context exhibits. Based on the attached Purchase Agreement Year 1 costs are \$165,245.68 and the annual cost thereafter for Years 2 and 3 is \$49,945.68.

Cc: Phil Modaff, Director of Public Works
Marc Talavera, IT Director
Bill Cleveland, Assistant Village Engineer

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF
AN AGREEMENT BETWEEN THE VILLAGE OF CAROL STREAM AND
CARTEGRAPH SYSTEMS, INC. FOR THE MASTER AND PURCHASE OF
CARTEGRAPH OPERATIONS MANAGEMENT SYSTEMS SOFTWARE**

WHEREAS, the Mayor and Board of Trustees of the Village of Carol Stream have determined that it is in the best interest of the Village to enter into an Agreement with Cartegraph Systems, Inc. for the Master and Purchase of Cartegraph Operatons Management Systems Software 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 Contract, in the appropriate form, attached hereto as Exhibit "A" and as approved by the Village Attorney.

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

PASSED AND APPROVED THIS 6th of FEBRUARY, 2017.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

Cartegraph Master Agreement

Agreement No. #MA236

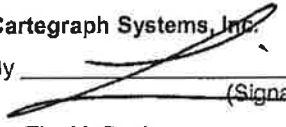
This Agreement is by and between **Cartegraph Systems, Inc.**, an Iowa corporation having its principal place of business at **3600 Digital Drive, Dubuque, Iowa, 52003** ("Cartegraph"), and **Village of Carol Stream** ("Customer") with an address of **500 N. Gary Ave., Carol Stream, IL 60188** dated **January 31, 2017**.

This Agreement is intended to serve as the primary controlling agreement between the parties. This Agreement includes the following terms and conditions, as well as all Exhibits, Appendices and Addenda to this Agreement, Purchase Agreements, and all other future agreements referencing this Agreement which Cartegraph and Customer may execute from time to time for the purchase of Software, Support, Services and Hosting. Collectively these are referred to as "Products". The terms and conditions herein provided shall be controlling as between Cartegraph and Customer unless specifically superseded by an Exhibit to this Agreement, a contemporaneously or subsequently executed Purchase Agreement, or any other contemporaneously or subsequently executed agreement specifically referencing this Agreement.

BY EXECUTING THIS AGREEMENT, CUSTOMER AND CARTEGRAPH ACKNOWLEDGE THAT THEY HAVE REVIEWED THE TERMS AND CONDITIONS ON THE FOLLOWING PAGES IN ADDITION TO ANY EXHIBITS, APPENDICES, ADDENDA AND PURCHASE AGREEMENTS AND THEY AGREE TO BE LEGALLY BOUND BY EACH SUCH AGREEMENT.

Cartegraph Systems, Inc.

Village of Carol Stream

By 
(Signature)

By _____
(Signature)

Tim McCool
(Type or print name)

(Type or print name)

Title Director of Sales

Title _____

Date 2/2/17

Date _____

The following are the terms and conditions under which Cartegraph licenses its Software and provides Support, Services and Hosting as listed in the Exhibits, Appendices, Addenda and Purchase Agreements referencing this Agreement.

1. Grant of License to Software.

- A. Cartegraph is the Licensor of certain software developed by Cartegraph ("Cartegraph Software") and is licensed by third parties ("Third Party Licensors") to sublicense certain third party software products to Customer and to offer services to Customer for these third party software products under this Agreement. The Third Party sublicenses are as set forth in Section 19 Miscellaneous.
- B. Each Cartegraph Software product, Software products provided by Third Party Licensors, including all data programs or set of programs, or routines and subroutines, consisting of a series of instructions or statements in machine readable form, and including any documentation relating to or describing such Software, such as, but not limited to manuals, online documentation and user instructions, flow charts, database schemas and improvements or updates provided by Cartegraph (collectively "Software"), is furnished to Customer under a personal, non-exclusive, nontransferable limited license (the "Software Licenses") solely for Customer's own internal use on Host Computer System (as defined below) and with Customer's Clients. All Software Licenses shall be granted for the full term of this Agreement. In the event that Cartegraph is unable to continue to provide Third Party Software, Cartegraph shall provide substitute software that shall provide the same functions as the software being replaced.
1. Host Computer Systems, if applicable, are Servers owned or controlled by Cartegraph that Customer may access under this Agreement (the provision of this service is herein referred to as "Hosted" or "Hosting").
 2. Servers are personal computers, minicomputers, mainframes, workstations, and terminal devices that interact with Client Software and have been approved by Cartegraph or Third Party Licensors for operation of Software.
 3. Server Software is a copy of Software residing on a server, multiple servers, or a Host Computer System.
 4. Clients are personal computers, minicomputers, mainframes, workstations, mobile devices, and terminal devices that interact with Server Software and have been approved by Cartegraph or Third Party Licensors for operation of Software.
 5. Client Software is a copy of Software residing on a Client that interacts with Server Software.
 6. Data Files are those files which contain data that is input by the Customer during the use of the Software.
- C. Customer agrees that the number of users licensed will be listed in the Purchase Agreement and only that number of users may use the Software at any given time.
1. If Customer has purchased a Per-User License, as indicated in the Purchase Agreement, only a finite number of licenses have been purchased by Customer and only that finite number of users may access and use the Software at any given time. The specific number of licenses purchased shall be identified in the Purchase Agreement.
 2. If Customer has purchased an Unlimited License, as indicated in the Purchase Agreement, all employees of Customer are considered to be licensed to access and use the Software at any given time. Such Unlimited License applies only to employees of Customer and does not allow the access or use of the Software by any independent contractors, affiliated entities or organizations, or any other individual, party, or entity that is not an employee of Customer.
- D. Customer agrees the Software license for the Software is limited as follows:
1. Browser Based User – Each browser based user is defined by unique ID and password.
 2. For Server Software – one copy of Server Software for each Server or, if Hosted, no copies of Server Software for a Server that is not a Host Computer System.
- E. Customer agrees that this license does not permit Customer to: (1) use the Software for a service bureau application or (2) sublicense the Software.
- F. Except as set forth in this Agreement or as may be permitted in writing by Third Party Licensors, Customer shall not use, provide or otherwise make available the Software or any part or copies thereof to any third party.
- G. Except as specifically provided herein, Customer shall not, and shall not permit others to:
1. Reverse engineer, decompile, decode, decrypt, disassemble, or in any way derive source code from the Software;
 2. Modify, translate, adapt, alter, or create derivative works from the Software;
 3. Copy, (other than one back-up copy), distribute, publicly display, transmit, sell, rent, lease or otherwise exploit the Software; or

4. Distribute, sublicense, rent, lease, loan (or grant any third party access to or use of) the Software to any third party.
- H. Customer may make copies of the Client Software for the purpose of archiving and accessing archived data. The Server Software may not be copied, in whole or in part.

2. Title to Software and Data Files.

- A. Ownership of the Software, any portions thereof and any modifications, translations, or derivatives thereof, even if unauthorized, remains with Cartegraph or Third Party Licensors, as do all applicable rights in patents, copyrights and trade secrets and any other proprietary rights in the Software. Software provided hereunder is valuable, proprietary and unique, and Customer agrees to be bound by and observe the proprietary nature thereof as provided herein.
- B. Customer acknowledges that unauthorized reproduction, use, or disclosure of the Software or any part thereof may cause irreparable injury to Cartegraph or Third Party Licensors, who may therefore be entitled to injunctive relief to enforce these license restrictions, in addition to any other remedies available at law, in equity, or under this Agreement.
- C. Customer agrees that Cartegraph or Third Party Licensors may audit Customer's Software usage remotely or on-site during Support, Services or Hosting or upon reasonable notice and during standard business hours. Prevention of audit by Customer may be grounds for termination of this Agreement.
- D. Cartegraph agrees that ownership of data in Data Files remains with Customer. Customer agrees that Cartegraph may access Data Files and grants Cartegraph a license to use the data only for the purposes to evaluate the use and the operation of the Software, Support, Services or Hosting and for analysis purposes provided that any information is anonymized and/or aggregated so that Customer cannot be identified from the information.

3. License Fees, Support Charges, Services and Hosting Charges.

- A. Customer agrees to pay the license fees for the Software, Support charges, Services charges and Hosting charges as set forth in the Purchase Agreement for each Product. Customer shall receive the discounts as provided in the Purchase Agreement during the full term of this Agreement. Customer shall receive all GIS Consortium discounts for any renewals of the licenses granted in this Agreement or any new licenses purchased by Customer.
- B. Cartegraph agrees that the total amount listed in the Purchase Agreement shall be considered the not-to-exceed price for the Software, Support, Services and Hosting included in that Purchase Agreement. Hosting includes 50G of available file storage. If additional storage is required, the Customer can purchase in 50G increments.
- C. Customer agrees that all payments are due in accordance with the Illinois Prompt Payment Act.
- D. Customer shall be invoiced for Software, Support, Hosting and hardware upon delivery. Customer shall be invoiced for Services as set forth in the Purchase Agreement.
- E. Customer shall reimburse Cartegraph for reasonable expenses incurred during the provision of Support, Services or Hosting. Reasonable expenses include, but are not limited to, travel, lodging, and meals. Expenses are billed based on actual costs incurred. Estimated expenses shall be included in each Purchase Agreement and include the number of trips to customer site. Cartegraph shall not exceed the estimated expenses without written approval from Customer.

4. Delivery and Installation.

A. On-Site Installation

1. This subsection "A" regarding On-Site Installation shall apply if Customer elects, as indicated in the Purchase Agreement, to have Software and Products installed on Customer's Servers and Client computers at Customer's facilities ("On-Site") instead of utilizing Cartegraph Hosting Services.
 - a. Execution of a Purchase Agreement by Customer shall be considered as Customer's notification to Cartegraph to proceed with delivery of the Products identified in the Purchase Agreement.
 - b. Delivery of Software and Support shall take place reasonably quickly after execution of the Purchase Agreement. Cartegraph shall provide access to the Software to Customer in a downloadable form. Notification by Cartegraph that Software is available for download shall constitute delivery of Software and Support, regardless of when Customer downloads the Software.
 - c. Customer shall be responsible for installation of the Client Software on Customer's Clients, unless agreed otherwise.
 - d. After execution of the Purchase Agreement, delivery of Services will be scheduled in cooperation with Customer. Customer shall remain responsible for Service charges even if Services are not delivered.
 - e. Any hardware included in the Purchase Agreement shall be ordered after execution of the Purchase Agreement. Delivery of hardware will be scheduled in cooperation with Customer.

B. Hosting

1. This subsection "B" regarding Hosting shall apply if Customer elects, as indicated in the Purchase Agreement, to utilize the Hosting services offered by Cartegraph instead of having the Software installed On-Site, as described in the previous subsection.
 - a. Execution of a Purchase Agreement shall be considered as Customer's notification to Cartegraph to proceed with delivery of the Software and Services as indicated in the Purchase Agreement.
 - b. Delivery of Software, Testing, Support, and Hosting shall take place reasonably quickly after execution of the Purchase Agreement. Cartegraph shall provide access to the Server Software to Customer on a Host Computer System. Notification by Cartegraph that Server Software is available for access and has been tested to ensure that the Server Software is functioning properly shall constitute delivery of Server Software and Hosting.
 - c. Cartegraph shall be responsible for installation of the Server Software on Cartegraph's Host Computer System. Customer shall be responsible for installation of the Client Software on Customer's Clients, unless agreed otherwise.
 - d. After execution of the Purchase Agreement, delivery of Services will be scheduled in cooperation with Customer.
 - e. Any hardware included in the Purchase Agreement shall be ordered after execution of the Purchase Agreement. Delivery of hardware will be scheduled in cooperation with Customer.

2. Hosting Services

- a. Cartegraph will install, and operate Server Software on one or more Host Computer Systems.
- b. Cartegraph will provide all equipment, software and services necessary for the operation, maintenance and support of one or more Host Computer Systems and the Server Software. Cartegraph may contract with third parties for all or part of such equipment, software and services ("Third Party Hosts"). Cartegraph reserves the right to change the configuration of the Host Computer System and the Server Software and to change or delete such equipment or software at any time, but Cartegraph shall make the Software compatible with such change or deletion and function as required without additional charge to Customer.
- c. Customer shall have access to and be permitted to use the Server Software via Clients.
- d. Customer shall provide a computing and networking environment that meets the minimum requirements set forth in Cartegraph's published specifications.
- e. Customer shall be responsible for all bandwidth between Host Computer System and Clients and in such amounts as to provide reasonable responsiveness of the system.
- f. Cartegraph shall perform a full back-up of data files on a daily basis. The daily full back-up will be retained for (14) fourteen days and then deleted unless customer contracts for additional days. Cartegraph's hosting services uses RAID 10 which both mirrors the data and stripes across multiple drives creating redundancy. Cartegraph hosting services have dual redundancy with offsite back-up storage and back-up data centers.
- g. The Host Computer System shall be used by Customer only for purposes relating to Customer's own use of the Software. Customer shall have no right to assign any of its rights under this section.
- h. Customer agrees that it shall be bound by the terms and conditions of any agreement between Cartegraph and any Third Party Hosts that relate to the use and operation of Host Computer Systems. Cartegraph will apprise Customer of the terms and conditions of such agreements from time to time.
- i. Cartegraph will take reasonable security precautions to guard against any unauthorized access to Servers or Data Files. However, Cartegraph assumes no responsibility that the Software will be used properly by the Customer.
- j. Customer shall have the right to receive all Data Files within thirty (30) days of termination of any Hosting on the condition that customer has paid all outstanding non-disputed invoices owed to Cartegraph. Data files shall be received in .bak format.

3. Availability of Host Computer System.

- a. If Cartegraph contracts with a Third Party Host to provide Hosting, the service level provided by the Third Party Host shall be equal to or greater than the service level provided by Cartegraph to Customer.
- b. In general, Server Software will be available for use and access by Customer 24 hours a day, 7 days a week, except for scheduled maintenance to take place at commercially reasonable times so as to cause as little disruption as possible to Customer's use of the Server Software. Furthermore, if access to the Server Software becomes a problem, then Cartegraph shall provide Support in view of the severity of the problem.
- c. Server Software will be available for use and access by Customer during back-up activities performed by Cartegraph.

5. Support and Training.

- A. Scope of Support. Cartegraph shall undertake all reasonable efforts to provide technical assistance under this Agreement and to rectify or provide solutions to problems where the Software does not properly function as set forth in its specifications. Cartegraph shall provide the Customer with substantially the same level of service through the term of this Agreement. Support shall include the response to and resolution of Customer-encountered problems with the Software as reported to Cartegraph by Customer.
 1. Resolution of Customer-encountered problems shall consist of (1) maintenance provided through telephone, email or remote access; (2) correction of the problem in the Software program; or (3) delivery of bug fixes or workarounds limited to the current or immediate prior Software release. Cartegraph shall provide access to the Support Campus (www.cartegraph.com/campus), dedicated, unlimited and toll free phone support and secure, live remote support for the term of this Agreement.
 2. Cartegraph will only support licensed Software located on Servers or Clients. Cartegraph will use commercially reasonable efforts to respond to Customer problems according to the priority level of the problem.
 3. Support shall also include copyrighted data patches, upgrades to Software, new releases or new versions of the Software, when necessary to resolve the encountered problems with the Software.
- B. Support Limitations. Any Support is dependent upon the use by Customer of unmodified Software (except as authorized by Cartegraph) operated in accordance with Cartegraph's documentation. Support specifically excludes the following: (1) Support to a version of Software other than the current or immediate prior release; (2) efforts to restore a release of the Software beyond the current or immediate prior release; (3) efforts to restore a Customer Data File beyond the most recent back-up; and (4) efforts to convert a Customer Data File to another format.
- C. Training. Cartegraph shall provide the training as set forth in the Purchase Agreement.

As part of Support, Cartegraph is under no obligation to modify the Software so that the modified Software would depart from Cartegraph's published specifications for the Software.

6. Professional Services.

- A. The professional consulting services and deliverables to be performed or delivered by Cartegraph under this Agreement may include, but are not limited to: consulting, network engineering, systems integration, hardware installation, special studies, pre-installation support, installation of Client Software, installation support, training, custom Software modification, tools/utilities components, programming and documentation, data conversion, application design and development, systems analysis and design, conversions, implementing planning and implementation of the Software (collectively referred to as the "Services").
- B. Professional Services shall only be provided as the result of a Purchase Agreement and any attached statements of work.
- C. Professional Services will be provided during the hours of 7:00 a.m. to 7:00 p.m., Central Standard or Central Daylight Time, whichever is applicable, Monday through Friday excluding holidays.

7. Customer's Responsibilities.

- A. Customer is responsible for maintenance and installation of any Clients, common carrier equipment or communication equipment related to the operation of the Software and not furnished by Cartegraph. Before Customer introduces equipment not within Cartegraph's published specification, Cartegraph must approve the additional equipment.
- B. Customer is responsible for charges incurred for communication facilities at Customer's facilities, whether incurred by Customer or by Cartegraph Support representatives while performing Support on the Software.
- C. Customer is responsible for performing Software back-ups in accordance with published documentation.

- D. Customer shall notify Cartegraph of any problem and shall allow Cartegraph reasonable access to the Software for performing Support, Services or Hosting.
 - E. Customer shall furnish Cartegraph, at Customer's expense, all technical data and information as may be necessary to furnish Support, Services or Hosting.
 - F. Customer shall grant Cartegraph access to Servers and Clients as may be necessary for the adequate delivery of the Support, Services or Hosting.
- 8. Software Modification.** Cartegraph and Third Party Licensors will not be responsible to Customer for loss of use of the Software or data or for any other liabilities arising from alterations, additions, adjustments or repairs which are made to the Software by Customer or third parties. Cartegraph reserves the right to terminate the Software license, Support, Services or Hosting under this Agreement upon written notice to Customer if any such alteration, addition, adjustment or repair adversely affects Cartegraph's ability to render Support, Services or Hosting.
- 9. Term.**
- A. Unless terminated by Cartegraph in accordance with this Agreement, the term of the Software license, Support and Hosting shall begin upon the execution of a Purchase Agreement and shall continue for the period of time identified in the Purchase Agreement.
 - B. Support for any subsequently added components or upgrades shall be either coterminous with the term of Support applicable to the Software initially covered or as otherwise agreed and stated in the Purchase Agreement.
 - C. If Customer elects to purchase Services, then Services shall terminate as agreed in the appropriate Purchase Agreement.
 - D. Unless otherwise stated in the most recently executed Purchase Agreement, this Agreement and the Purchase Agreement shall automatically renew at the then current rates for a one (1) year term beginning on the first day following the date identified in the Purchase Agreement as the end of the term of this Agreement, unless notice of termination is provided by Cartegraph or Customer. Such automatic renewal shall continue after the end of each successive year until a new Purchase Agreement is executed or until Customer or Cartegraph terminate this Agreement as provided for herein. Term shall include any renewal term of this Agreement.
 - E. If this Agreement and the most recently executed Purchase Agreement are automatically renewed under the terms of the previous paragraph "D", there shall be an automatic increase of up to five percent (5%) annually to all prices that were in effect during the immediately previous term. Customer will be notified each year by December 31st of any intended price increase.
 - F. If Customer wishes not to renew this Agreement, Customer must provide written notice of Customer's intent not to renew this Agreement at least ninety (90) days prior to the end of the term then in effect.
 - G. Notwithstanding anything to the contrary in this Section, Support, Services and Hosting shall terminate immediately upon termination of this Agreement.
- 10. Termination.**
- A. Notwithstanding the foregoing, Cartegraph shall have the right to terminate this Agreement if Customer fails to pay any and all required license fees, Support charges, Services charges, Hosting charges as provided in the Illinois Prompt Payment Act or otherwise fails to comply with the terms of this Agreement ("Default") , provided, however, that Cartegraph shall provide the Customer with prior written notice of such Default and the Customer shall have failed to cure such Default within thirty(30) days.
 - B. Upon expiration of the license term or upon notice of such termination, Customer shall immediately return or destroy the Software and all portions and copies thereof as directed by Cartegraph or Third Party Licensors and, if requested by Cartegraph or Third Party Licensors, shall certify in writing as to the destruction or return of the same.
 - C. Any termination of this Agreement shall automatically terminate Support, Services and Hosting provided under any Purchase Agreement or Statements of Work, unless otherwise agreed. All confidentiality and non-disclosure obligations shall survive any such termination.
 - D. Customer shall have the right to terminate this Agreement, if Cartegraph fails to comply with the terms of this Agreement ("Default") provided, however that the Customer shall provide Cartegraph with prior written notice of such Default and Cartegraph shall have failed to cure such Default within fourteen (14) days. If Customer terminates for an uncured Default, it shall be entitled to a return of all fees paid on a pro rata basis to the date of the Default.
 - E. If Customer wishes to terminate this Agreement prior to the end of the term of this Agreement as identified above or in the appropriate Purchase Agreement for any reason other than a default, Customer must provide Cartegraph with written notice of such intent to terminate at least ninety (90) days prior to such termination.
 - F. If Customer terminates before the date set in the Purchase Agreement, Customer shall pay a cancellation fee equal to 80% of the remainder of licensing fees, Support charges and Hosting charges due under this Agreement. There

shall be no cancellation fee for Services not yet performed. However, no matter the reason, Customer's termination shall not relieve it of the obligation to pay any amounts already due under this Agreement.

- G. Provided however, if Customer is a governmental entity and Software, Support, Services or Hosting are not funded for future fiscal years under the appropriate legal budgeting process for such governmental entity, Customer may terminate for future fiscal years. However, no matter the reason, Customer's termination shall not relieve it of the obligation to pay any amounts already due under this Agreement.
- H. Cartegraph shall have the right to terminate Hosting, if Hosting services are being provided, by giving at least ninety (90) days written notice that Cartegraph cannot meet its obligations of availability of the Host Computer System. Customer may terminate this Agreement if Cartegraph cannot meet its obligations of availability of the Host Computer System.
- I. In addition to the right of termination provided to Cartegraph under other sections of this Agreement, Cartegraph shall have the right to terminate the Software license, Support, Services and/or Hosting upon the occurrence of any of the following events:
 - 1. Customer's oldest invoice is ninety (90) days past due. Support hold will be initiated when customer's oldest invoice is thirty (30) days past due or,
 - 2. Subject to applicable law, the appointment of a receiver, trustee in bankruptcy or similar officer for the equity or assets of Customer, or
- J. There is an assignment of this Agreement without the prior written consent of Cartegraph. Termination shall not be either Parties exclusive remedy or termination shall not adversely affect any claim for damages against the other Party.

11. Limited Warranty.

- A. Cartegraph warrants that it has the right to sublicense the Software being licensed hereunder pursuant to the terms provided herein.
- B. Cartegraph warrants that the Software will conform to Cartegraph's published specifications until Support ends.
- C. Provided that the Software is used in a manner for which it was designed as set forth in the Software, Cartegraph's sole obligation and liability hereunder for the Software shall be to use reasonable efforts to remedy any substantial non-conformance which is reported to Cartegraph. In the alternative, Cartegraph may refund amounts paid by Customer pursuant to Purchase Agreements for such Software products
- D. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT WITH RESPECT TO THE SOFTWARE LICENSED HEREUNDER.
- E. SUPPORT, SERVICES AND HOSTING SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SUPPORT, SERVICES AND HOSTING PROVIDED UNDER THIS AGREEMENT DO NOT ASSURE THE UNINTERRUPTED OPERATION OF THE SOFTWARE.
- F. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY SHALL BE TO TERMINATE THE SOFTWARE LICENSE, SUPPORT OR SERVICES. THE REMEDY SET FORTH IN THIS SECTION IS CARTEGRAPH'S SOLE LIABILITY, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, IN LIEU OF ALL OTHERS, FOR ANY BREACH BY CARTEGRAPH OF ITS SOFTWARE, SUPPORT, SERVICES AND HOSTING WARRANTIES HEREUNDER.

12. Limitation of Liability. TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW:

- A. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOSS OF DATA, HOWEVER ARISING, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES;
- B. EXCEPT FOR DAMAGES RESULTING FROM BODILY INJURY OR PATENT OR COPYRIGHT INFRINGEMENT, AS DISCUSSED BELOW, IN NO EVENT SHALL THE MAXIMUM CUMULATIVE LIABILITY OF EITHER PARTY TO THE OTHER UNDER THIS AGREEMENT, UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, EXCEED THE AMOUNT PAID BY CUSTOMER TO CARTEGRAPH DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING CAUSE TO SUCH LIABILITY.

- 13. **Insurance.** If Cartegraph will provide Support or Services at Customer's location, liability of Cartegraph arising out of bodily injury, shall not in any event exceed the limits of its insurance coverage. If Cartegraph will provide Support or Services at Customer's location, Cartegraph will carry commercial general liability insurance with a limit of \$1,000,000 per occurrence and a \$2,000,000 aggregate limit, business auto liability insurance with a limit of \$1,000,000 and workers

compensation insurance with statutory coverage. Cartegraph agrees to indemnify, hold harmless and defend Customer and its agents, officials and employees from bodily injury and property damage claims related to or caused by the negligent or willful acts or omissions of Cartegraph, its employees or contractors.

14. **U.S. Government Restricted Rights.** The Software is commercial software and the Software is provided with restricted rights. Use, duplication or disclosure by the Government is subject to restrictions as set forth in paragraph (c)(1)(ii) of the Rights in Technical Data and Computer Software Clause at DFARS 252.227-7013 of subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable.
15. **Employees and Conflicts of Interest.** This Agreement shall not prevent Cartegraph from performing similar services or restrict Cartegraph's use of the employees or contractors provided under this Agreement.
16. **Proprietary Rights and Confidential Information of Cartegraph.**
 - A. Certain information and materials supplied by Cartegraph with the Products, such as, without limitation, deliverables, manuals, diagrams, drawings, plans, flowcharts, software, technical processes and formulae, source codes, product designs, sales, costs and other unpublished financial information, product and business plans, usage rates, relationships, projects and data, are Cartegraph's or Third Party Licensors' confidential or proprietary trade secrets (the "Confidential Information") and Cartegraph furnishes them solely to assist Customer in the installation, operation and use of Software. Customer must not reproduce, copy or disclose such Confidential Information except as is reasonable and necessary to properly use Software. Any such Information which is submitted in writing to Customer by Cartegraph and which is clearly and conspicuously marked as confidential shall be protected by Customer against unauthorized disclosure by using the same degree of care and discretion that Customer uses with similar Information which Customer may protect from disclosure to third parties. However, Customer shall not be required to protect Information which is or becomes publicly available, or is rightfully obtained from third parties. Nothing herein shall restrict Customer from complying with its obligations under any law requiring disclosure, but Customer shall give Cartegraph five (5) days prior notice before any release of Confidential Information.
 - B. Customer acknowledges and agrees that Cartegraph or Third Party Licensors shall suffer irreparable injury not compensable by money damages and therefore shall not have an adequate remedy at law in the event of an unauthorized use of proprietary rights or an unauthorized use or disclosure of any Confidential Information in breach of the provisions of this Agreement. Accordingly, Cartegraph or Third Party Licensors shall be entitled to injunctive relief to prevent or curtail any such breach, threatened or actual. The foregoing shall be in addition and without prejudice to such rights that Cartegraph or Third Party Licensors may have at law or in equity.
 - C. Cartegraph acknowledges and agrees that Customer shall suffer irreparable injury not compensable by money damages and therefore shall not have an adequate remedy at law in the event of an unauthorized use of proprietary rights or an unauthorized use or disclosure of any Confidential Information in breach of the provisions of this Agreement. Accordingly, Customer shall be entitled to injunctive relief to prevent or curtail any such breach, threatened or actual. The foregoing shall be in addition and without prejudice to such rights that Customer may have at law or in equity.
17. **Proprietary Information of Customer.**
 - A. In order to provide Products under this Agreement, Customer may, from time to time, disclose to Cartegraph certain information respecting Customer's technical, financial, statistical and personnel data, (hereinafter "Information") . Any such Information which is submitted in writing to Cartegraph by the Customer and which is clearly and conspicuously marked as confidential shall be protected by Cartegraph against unauthorized disclosure by using the same degree of care and discretion that Cartegraph uses with similar Information which Cartegraph does not want disclosed to third parties. However, Cartegraph shall not be required to protect Information which (a) is or becomes publicly available, (b) is already in Cartegraph's or its related companies' possession, (c) is independently developed by Cartegraph outside the scope of this Agreement, or (d) is rightfully obtained from third parties. Cartegraph's obligations under this Section shall cease immediately upon return to Customer or destruction by Cartegraph of such Information.
 - B. Cartegraph shall not be required to protect any ideas, concepts, know-how, or techniques relating to data, electronic document processing and image processing developed or resulting from the information or the Services provided under this Agreement.
18. **Infringement Indemnification.**
 - A. Cartegraph or Third Party Licensors will defend any action, suit or proceeding brought against Customer if based on a claim that Products infringe any United States patent or copyright of any third party ("Intellectual Property") provided that Customer promptly notifies Cartegraph or Third Party Licensors immediately and gives Cartegraph or Third Party Licensors full authority, information and assistance for the action's defense. Cartegraph or Third Party Licensors will pay all damages and costs awarded therein against Customer, but shall not be responsible for any compromise made without its consent. Cartegraph or Third Party Licensors may, at any time it is concerned over the possibility of such an Infringement, at its option and expense, replace or modify Products so that infringement will not exist. In the

alternative, Cartegraph may remove a component of Products involved and refund to Customer the price as depreciated by an equal annual amount over five (5) years.

- B. Cartegraph and Third Party Licensors shall have no liability to Customer if any Intellectual Property infringement or claim thereof is based upon the use of Products in connection or in combination with equipment, devices, or software not supplied by Cartegraph or used in a manner not expressly authorized by this Agreement or in a manner for which Products were not designed, or if the claim of infringement would have been avoided but for Customer's use of software other than the latest, unmodified release of Software made available to Customer by Cartegraph.
- C. Customer shall indemnify and hold Cartegraph and Third Party Licensors harmless from any loss, cost or expense suffered or incurred in connection with any claim, suit or proceeding brought against Cartegraph or Third Party Licensors so far as it is based on a claim that the use, sale or licensing of any Products delivered hereunder and modified or altered or combined with any products, device, or software not supplied by Cartegraph hereunder constitutes an infringement because of such modification, alteration or combination.

19. Miscellaneous.

- A. **Taxes.** Customer shall pay all taxes, levies and similar governmental charges, however designated, and all liabilities with respect thereto which may be imposed by any jurisdiction, including, without limitation, customs, privilege, excise, sales, use, value-added and property taxes levied or based on gross revenue or operation of this Agreement, except those taxes based upon Cartegraph's net income.
- B. **Relationship of the Parties.** Cartegraph and Customer are Independent of each other. This Proposal does not and is not intended to create in any way or manner or for any purpose an employee/employer relationship or a principal-agent relationship. Neither party is authorized to enter into agreements for or on behalf of the other, to create any obligation or responsibility, express or implied, for or on behalf of the other, to accept payment of any obligation due or owed the other, or to accept service of process for the other. Cartegraph is an independent contractor, customarily engaged in the performance of similar services for other parties.
- C. **Attorney's Fees/Legal Proceedings.** In the event of any litigation or other proceeding between the parties relating to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and other reasonable costs incurred in connection therewith and in pursuing collection, appeals and other relief to which that party may be entitled. Export. Customer agrees that the Software, Support, Services and Hosting purchased hereunder will not be exported directly or indirectly, separately or as part of any system, without first obtaining a license from the U.S. Department of Commerce or any other appropriate agency of the U.S. Government, as required.
- D. **Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Purchase Agreements), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. In the event of such a termination, Cartegraph shall refund to Customer any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- E. **Waiver.** The parties' rights and remedies are separate and cumulative. Neither parties' waiver nor failure to exercise in any respect any right or remedy provided in this Agreement is a waiver of any future right or remedy hereunder.
- F. **Force Majeure.** If any cause beyond Cartegraph's reasonable control prevents Cartegraph from performing under this Agreement by a given date or time, Cartegraph's performance will be automatically postponed.
- G. **Choice of Law.** Cartegraph agrees that jurisdiction and venue are proper in the state where the Customer has its principal place of business and that the law of the state where the Customer has its principal place of business shall govern any litigation that results from this Agreement.
- H. **Severability.** The invalidity of any provision of this Agreement will not affect the validity and binding effect of any other provision.
- I. **Notice.** Notices hereunder must be sent to the addresses on the face of this Agreement, or to such other addresses as specified by a notice complying with this provision. Notice is effective on the earlier of actual receipt or five days after deposit in the mail. Notices in the form of a fax or email are acceptable. Notices must be sent to the attention of the person signing on behalf of the party.
- J. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties on the subject matter hereof and supersedes all prior or contemporaneous agreements, negotiations, representations and proposals, written or oral between Cartegraph and Customer. This Agreement is not an acceptance of any conflicting terms and conditions and will prevail over any conflicting Customer's terms and conditions. Notwithstanding the foregoing, Customer agrees and acknowledges that the license(s) granted hereunder to Customer may be subject to additional terms and conditions of certain Third Party Licensors, which terms and conditions may be subject to change from

time to time without notice at the sole discretion of such Third Party Licensors. A current copy of all such Third Party Licensor terms and conditions can be found at <http://www.cartograph.com/privacy-policy/#third-party-licenses>.

K. **Amendment.** Only a writing executed by authorized representatives of the parties and referenced as an amendment to this Agreement may modify, supplement, or change this Agreement.

L. **Certifications.** Cartograph hereby agrees, represents and certifies it:

1. Is not barred from contracting with any unit of state or local government as a result of violating Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 33E-4).
2. Shall comply with the Illinois Drug Free Work Place Act (30 ILCS 580/1 et seq.).
3. Shall comply with the Equal Opportunity Clause of the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.) and the Rules and Regulations of the Illinois Department of Human Rights.
4. Shall comply with the Americans with Disabilities Act and Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.).
5. Has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

Purchase Agreement

Cartegraph is pleased to present this Purchase Agreement for the implementation of world class technology solutions. This Purchase Agreement is made and entered into between Village of Carol Stream (hereinafter referred to as "**Customer**" or "**Licensee**" and **Cartegraph Systems, Inc.** (hereinafter referred to as "**Cartegraph**"). This Purchase Agreement is intended to supplement, clarify, and amend the Master Agreement previously executed between **Cartegraph** and **Customer**. In the case that any terms or conditions provided in the Master agreement differ from, are provided in more detail by, or are made irrelevant by the terms and conditions provided in this Purchase Agreement, the terms in this Purchase Agreement shall control. For all terms and conditions not addressed by this Purchase Agreement, the Master Agreement, #MA236 dated January 31, 2017 shall control.

Customer Bill To: James Knudsen Village of Carol Stream 500 N. Gary Avenue Carol Stream, IL 60188 630-871-6220	Customer Ship To: Same
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Investment Summary

Cartegraph's proposed fees for this project are included in the summary below.

Date: January 31,
2017

Purchase Agreement March 31, 2017
Expiration Date:

Purchase Agreement #PA436
No.:

	Purchase Type	Citizen/Qty.	Unit Price	Total Price
YEAR 1				
SOFTWARE PRODUCTS				
Cartegraph OMS – Platform - Enterprise	Per-citizen Subscription, Cartegraph Cloud Deployment	39,711	\$0.50	\$19,855.50
<i>GIS Consortium Membership Discount</i>				(\$3,971.10)
Cartegraph OMS Extension	Advanced Work Management per-citizen Subscription	39,711	\$0.15	\$5,956.65
<i>GIS Consortium Membership Discount</i>				(\$1,191.33)
Cartegraph OMS Extension	Advanced Asset Management per-citizen Subscription	39,711	\$0.15	\$5,956.65
<i>GIS Consortium Membership Discount</i>				(\$1,191.33)
Cartegraph OMS Extension	Advanced Requests per-citizen Subscription	39,711	\$0.10	\$3,971.10
<i>GIS Consortium Membership Discount</i>				(\$794.22)
Cartegraph OMS Extension	Advanced Resources per-citizen Subscription	39,711	\$0.10	\$3,971.10
<i>GIS Consortium Membership Discount</i>				(\$794.22)
Cartegraph OMS Extension	Advanced User Tools per-citizen Subscription	39,711	\$0.10	\$3,971.10
<i>GIS Consortium Membership Discount</i>				(\$794.22)
Cartegraph OMS Extension	Offline with Cartegraph for iPad	39,711	\$0.05	\$1,985.55
<i>GIS Consortium Membership Discount</i>				(\$1,985.55)

Cartegraph OMS Users	User Pack Subscription – 5 Named Users	3	\$2,500.00	\$7,500.00
Esri OMS Users	Esri User Pack Subscription – 5 Named Users	3	\$2,500.00	\$7,500.00
Cartegraph OMS – Hosting	Cartegraph Cloud Shared Hosting Subscription	1	\$5,000.00	\$5,000.00
FIELD SERVICES				
Implementation Services	Fixed Fee Service	1	\$64,900.00	\$64,900.00
<i>ESTIMATED EXPENSES</i>				\$4,800.00
Implementation Services	Fixed Fee Service	1	\$37,000.00	\$37,000.00
<i>ESTIMATED EXPENSES</i>				\$3,600.00
Implementation Services	Fixed Fee Service, Monthly Backup Service	1	\$2,500.00	\$2,500.00
<i>Discount</i>				<i>(\$2,500.00)</i>
YEAR 1 SUB-TOTAL				\$165,245.68
YEAR 2				
SOFTWARE PRODUCTS				
Cartegraph OMS – Platform - Enterprise	Per-citizen Subscription, Cartegraph Cloud Deployment	39,711	\$0.50	\$19,855.50
<i>GIS Consortium Membership Discount</i>				<i>(\$3,971.10)</i>
Cartegraph OMS Extension	Advanced Work Management per-citizen Subscription	39,711	\$0.15	\$5,956.65
<i>GIS Consortium Membership Discount</i>				<i>(\$1,191.33)</i>
Cartegraph OMS Extension	Advanced Asset Management per-citizen Subscription	39,711	\$0.15	\$5,956.65
<i>GIS Consortium Membership Discount</i>				<i>(\$1,191.33)</i>
Cartegraph OMS Extension	Advanced Requests per-citizen Subscription	39,711	\$0.10	\$3,971.10
<i>GIS Consortium Membership Discount</i>				<i>(\$794.22)</i>
Cartegraph OMS Extension	Advanced Resources per-citizen Subscription	39,711	\$0.10	\$3,971.10
<i>GIS Consortium Membership Discount</i>				<i>(\$794.22)</i>
Cartegraph OMS Extension	Advanced User Tools per-citizen Subscription	39,711	\$0.10	\$3,971.10
<i>GIS Consortium Membership Discount</i>				<i>(\$794.22)</i>
Cartegraph OMS Extension	Offline with Cartegraph for iPad	39,711	\$0.05	\$1,985.55
<i>GIS Consortium Membership Discount</i>				<i>(\$1,985.55)</i>
Cartegraph OMS Users	User Pack Subscription – 5 Named Users	3	\$2,500.00	\$7,500.00
Cartegraph OMS – Hosting	Cartegraph Cloud Shared Hosting Subscription	1	\$5,000.00	\$5,000.00
FIELD SERVICES				
Implementation Services	Fixed Fee Service, Monthly Backup Service	1	\$2,500.00	\$2,500.00
YEAR 2 SUB-TOTAL				\$49,945.68

YEAR 3				
SOFTWARE PRODUCTS				
Cartegraph OMS – Platform - Enterprise	Per-citizen Subscription, Cartegraph Cloud Deployment	39,711	\$0.50	\$19,855.50
<i>GIS Consortium Membership Discount</i>				(\$3,971.10)
Cartegraph OMS Extension	Advanced Work Management per-citizen Subscription	39,711	\$0.15	\$5,956.65
<i>GIS Consortium Membership Discount</i>				(\$1,191.33)
Cartegraph OMS Extension	Advanced Asset Management per-citizen Subscription	39,711	\$0.15	\$5,956.65
<i>GIS Consortium Membership Discount</i>				(\$1,191.33)
Cartegraph OMS Extension	Advanced Requests per-citizen Subscription	39,711	\$0.10	\$3,971.10
<i>GIS Consortium Membership Discount</i>				(\$794.22)
Cartegraph OMS Extension	Advanced Resources per-citizen Subscription	39,711	\$0.10	\$3,971.10
<i>GIS Consortium Membership Discount</i>				(\$794.22)
Cartegraph OMS Extension	Advanced User Tools per-citizen Subscription	39,711	\$0.10	\$3,971.10
<i>GIS Consortium Membership Discount</i>				(\$794.22)
Cartegraph OMS Extension	Offline with Cartegraph for iPad	39,711	\$0.05	\$1,985.55
<i>GIS Consortium Membership Discount</i>				(\$1,985.55)
Cartegraph OMS Users	User Pack Subscription – 5 Named Users	3	\$2,500.00	\$7,500.00
Cartegraph OMS – Hosting	Cartegraph Cloud Shared Hosting Subscription	1	\$5,000.00	\$5,000.00
FIELD SERVICES				
Implementation Services	Fixed Fee Service, Monthly Backup Service	1	\$2,500.00	\$2,500.00
YEAR 3 SUB-TOTAL				\$49,945.68
TOTAL COST (3-YEAR TERM)				\$265,137.04

NOTES: The pricing listed above does not include applicable sales tax.
 In Years 2 and 3, ESRI will bill customer directly for Esri ArcGIS User Licenses at their current price.

Payment Terms and Conditions

In consideration for the Services and Products provided by **Cartegraph** to **Customer**, **Customer** agrees to pay **Cartegraph** Software Costs and Professional Service Fees in U.S. Dollars as described below:

1. **Delivery:** Software Products shall be licensed upon acceptance of this Purchase Agreement. If applicable, Services will be scheduled and delivered upon your acceptance of this Purchase Agreement, which will be considered as your notification to proceed.
2. **Services Scheduling:** **Customer** agrees to work with **Cartegraph** to schedule Services in a timely manner. All undelivered Services shall expire 365 days from the signing of this Purchase Agreement.
3. **Software Invoicing:** The Software Subscription Licenses fee will be due in annual installments 15 days prior to the anniversary of the initial term as follows:
 - a. \$54,945.68 due upon execution of the Purchase Agreement.
 - b. \$47,445.68 due 15 days prior to 1st year anniversary of term start date.
 - c. \$47,445.68 due 15 days prior to 2nd year anniversary of term start date.
4. **Field Services Invoicing:** Invoicing for the Field Services fee shall occur upon the acceptance of this Purchase Agreement and shall be invoiced as follows:
 - a. Invoicing for the Field Services in **Year 1** will be due in four (4) equal consecutive monthly payments beginning at the date of the execution of the Purchase Agreement.
 - b. Invoicing for the Field Services in **Year 2**, \$2,500.00 will be due January 1, 2018.
 - c. Invoicing for the Field Services in **Year 3**, \$2,500.00 will be due January 1, 2019.
5. **Expenses:** In providing the field services included in this Purchase Agreement, **Cartegraph** shall be reimbursed for any reasonable out-of-pocket costs, including, but not limited to, travel, lodging, meals, and cancellation fees. Out-of-pocket expenses are billed based on actual costs incurred and are due separately.
6. **Payment Terms:** All payments are due Net 30 days from date of invoice.

BY EXECUTING THIS PURCHASE AGREEMENT, CUSTOMER ACKNOWLEDGES THAT IT HAS REVIEWED THE TERMS, CONDITIONS, FEES AND CHARGES PROVIDED HEREIN AND IN THE MASTER AGREEMENT, AS WELL AS ANY OTHER EXHIBITS TO THE MASTER AGREEMENT, AND CUSTOMER AGREES TO BE LEGALLY BOUND BY EACH SUCH AGREEMENT.

Cartegraph Systems, Inc.

By _____

(Signature)

Tim McCool

(Type or print name)

Title Director of Sales

Date 2/2/17

Village of Carol Stream

By _____

(Signature)

(Type or print name)

Title _____

Date _____

Cartegraph Systems, Inc.
Addendum A - Software Products

Cartegraph shall issue software licenses in the agreed upon quantities specified in the Investment Summary of the Purchase Agreement. The "Software," as defined in Master Agreement #MA236, consists of developed and supported technology products available from Cartegraph. All Software shall provide the functionality and shall comply with the specifications as set forth in the Responses to the Request for Information and Cartegraph's written specifications as provided in writing or as set forth on Cartegraph's website.

In addition to full access to Cartegraph licensed software, your organization will receive:

1. Support

- a. Campus – www.cartegraph.com/campus**
 Cartegraph's User Assistance area is a convenient and easily-shareable resource designed to help Customer and its employees better understand the functions and capabilities of Cartegraph applications. Campus instantly access user tips, step-by-step guides, videos, and more.
- b. Dedicated, Unlimited, Toll-free Phone Support - 877.647.3050**
 Cartegraph's Support team will provide the guidance and assistance Customer may need when questions, answers and difficulties arise. Support shall be available Monday-Friday, 7:00 am-7:00 pm CT.
- c. Secure, Live Remote Support**
 If Customer's challenge requires a more hands-on approach, Cartegraph shall provide remote support tools to fix it. Cartegraph's Support Team members will directly interact with Customer's system to find a fast, effective solution.
- d. Standard Support Resolution Guidelines:**
 75% of all issues solved within one business day
 Other guidelines listed below:

	Severity Level High	Severity Level Normal	Severity Level Low
Situation	System down or other dire situation	Important issue but major system functions operational, system is not down	Minor Issue
Initial Contact	Direct Voice Connect or call-back within 2 hours	Direct Voice Connect or within 1 business day call back	Direct Voice Connect or next business day call back
Follow-up	Within 4 hours	Within 48 hours	Within 5 business days
Resolution	95% of cases resolved within 24 hours	95% of cases resolved within 3 – 5 business days	95% of cases resolved within 14 business days

2. Training & Education: In addition to the training set forth in Addendum B, Cartegraph shall provide:

- a. Convenient Online Resources**
 All the information Customer needs, one click away, including online training opportunities, tutorial videos, upcoming event information, and more.
- b. Regional User Groups**
 Cartegraph conducts smaller, more personalized User Groups allowing Customer to

meet and network with similar Cartegraph users to find out what other organizations are doing to get more from their Cartegraph Systems.

3. Software Releases & Upgrades

a. New Software Releases

All Software upgrades or new versions shall be provided to the Customer at no additional cost.

b. Hot Fixes

If an issue is determined to be a software defect and falls outside the standard release cycle, Cartegraph will issue a hot fix and provide application specialists with detailed levels of product knowledge to work with you in achieving a timely and effective resolution.

BY EXECUTING THIS PURCHASE AGREEMENT, CUSTOMER ACKNOWLEDGES THAT IT HAS REVIEWED THE TERMS, CONDITIONS, FEES AND CHARGES PROVIDED HEREIN AND IN THE MASTER AGREEMENT, AS WELL AS ANY OTHER EXHIBITS TO THE MASTER AGREEMENT, AND CUSTOMER AGREES TO BE LEGALLY BOUND BY EACH SUCH AGREEMENT.

Cartegraph Systems, Inc.

By [Signature]
(Signature)

Tim McCool
(Type or print name)

Title Director of Sales

Date 2/2/17

Village of Carol Stream

By _____
(Signature)

(Type or print name)

Title _____

Date _____

Addendum B - Field Services (Fee for Service)

The Fee for Field Service Implementation Services as listed in the *Investment Summary* of the Purchase Agreement are specific Cartegraph services which will be delivered to the Customer based on the descriptions below and any descriptions that may be found in the Purchase Agreement's Exhibits. Cartegraph will coordinate with the Customer on service delivery expectations and timeframes. This is an addendum to Customer's Master Agreement #MA236 This is an addendum to the Purchase Agreement #PA436.

Cartegraph OMS – Implementation Scope of Work

Implementation of the Operations Management System (OMS) includes the following professional services:

Phase One –

Setup

- Cartegraph will setup a hosted, production OMS environment. If a test or sandbox environment is purchased, Cartegraph will also setup a hosted, test OMS environment.
- Cartegraph will provide an overview, up to two (2) hours, of Cartegraph and ArcGIS Online user-based logins and User/Role functionality.
- Cartegraph will provide a template file to be utilized by Customer's staff to populate Roles and Users to be utilized for OMS.
- Cartegraph will utilize the template to create users and roles in OMS. (Note: Subsequent User and/or Role changes will be Customer's administrator responsibility.)
- Cartegraph will provide documentation and guidance, up to four (4) hours, for Customer's technical GIS staff to configure Esri Basemap Services for OMS integration. Guidance will be geared towards OMS/Esri integration functionality and requirements.
- Cartegraph will setup the OMS Platform, including the Request, Work, Resource, and Asset Management areas of the software. *Asset Management solutions will be setup for all solutions referenced in the Assets section of the scope unless otherwise noted.*

Consulting

- Cartegraph will provide a three-day (3-day) onsite requirement gathering workshops to increase Cartegraph's understanding of Customer's business and functional goals. Through workshops and interviews, Cartegraph will identify best fit scenarios for OMS and provide a brief including any challenges as well as recommendations for OMS best practices relevant to implementation.

Training

- Cartegraph will provide remote, live, train-the-trainer training, up to four (4) hours, on overall system navigation and functionality to help familiarize Customer's staff with the software environment and its common functions. Training topics include:
 - Home Screen
 - Logins/Permission
 - Layers
 - Filters

- Maps
 - Grids
 - System Navigation
 - Views (List & Detail)
 - Standard Reports
 - Attachments
 - Requests, Work, Assets, Resources, Reports, and Administrator Tabs
- Cartegraph will provide remote, live, train-the-trainer training, up to two (2) hours, on OMS Esri integration functionality. Training topics include:
 - OMS Esri integration configuration options
 - Integration functionality (basemap and feature)
 - Overall Esri integration requirements, considerations, and Cartegraph recommended best practices
 - Cartegraph will provide a three-day (3-day) onsite "train-the-trainer" training event. The training agenda will be defined and agreed upon by both Cartegraph and Customer's project manager. Topics may include any of the following:
 - Request Management:
 - Requests
 - Requesters
 - Task Creation from Requests
 - Issue library (including settings such as Applies to Asset and Non-Location)
 - Cartegraph recommended best practices for Request and Requester Management
 - Work Management:
 - Create Task(s) (Asset/Non-Asset)
 - Assignments (Add, Edit, Remove)
 - Task Menu Actions
 - Related Work Items
 - Create Work Order
 - Associate Task to WO
 - Repeat Work Orders
 - Work Order Menu Actions
 - Enter Resources
 - Timesheets
 - Activity library (including settings such as Applies to Asset, Inspection, Key Dates, Cost, and Productivity)
 - Cartegraph recommended best practices for Work Management
 - Asset Management:
 - Asset Details
 - Inspections
 - Linked assets (if applicable)
 - Container/Component Relationships (if applicable)
 - Cartegraph recommended best practices for Asset Management

To avoid redundancy, and to utilize service time efficiently, training may cover a subset of the assets listed in the Asset section of the scope.
 - Resource Management:
 - Resource Details

- Labor/Equipment Rates
 - Material Management (Stock, Usage, Adjustments)
 - Vendor Price Quotes
 - Cartegraph recommended best practices for Resource Management
 - Fleet Management:
 - Preventative Maintenance
 - Task Management
 - Vehicle Replacement Ratings (VRR) Equipment Detail information
 - Fleet Reports
 - Cartegraph recommended best practices for Fleet Management
 - Cartegraph for iPad:
 - Overall system functionality (Navigation, Interface, Maps, Attachments, Sorting)
 - Work Management
 - Create and Update Tasks (Asset/Non-Asset)
 - Assign Tasks
 - Enter Resources
 - Inspections
 - Asset Management
 - Create and Update Assets
 - Request Management
 - View and Update Requests
 - View Requester information
 - Create Task from Request
 - Cartegraph recommended best practices for mobile device use
 - Administrator:
 - Administrator:
 - User Administration, Role Administration, Import/Export, Error Log
 - Settings:
 - System Settings, Base Map Administration, Geocode Settings, GIS Integration Settings, Background Task Scheduler, Asset Color Manager
 - Manager:
 - Layout Manager, Library Manager, Preventative Maintenance, Asset Condition Manager, Notification Manager, Structure Manager
- Cartegraph will provide remote, live, train-the-trainer training, up to six (6) hours, on OMS Reporting functionality. Training topics include:
 - Security/Roles
 - Report Designer
 - Report Types, Report Styling, Filtering\Parameters, Basic Formulas, Grouping\Sorting
 - Report Viewer
 - Reporting best practices and solution tips/tricks.

Extensions

- Cartegraph will provide remote, live, train-the-trainer training, up to four (4) hours, on Advanced Request functionality. Training topics include:
 - Internal Requests
 - YourGOV
 - Requester Notifications
 - Issue Library settings and management
 - YourGOV web and smartphone functionality, including Create Request, View Request, and View Status
 - Cartegraph recommended best practices for advanced request management

- Cartegraph will provide remote, live, train-the-trainer training, up to eight (8) hours, on Advanced Asset functionality. Training topics include:
 - Preventative Maintenance
 - Performance Management
 - Prediction Groups
 - Minimum Condition Groups
 - Activities and Impacts
 - Criticality Factor
 - Install/Replaced Dates
 - Cartegraph recommended best practices for advanced asset management

To avoid redundancy, and to utilize service time efficiently, training may cover a subset of the assets listed in the Asset section of the scope.

- Cartegraph will provide remote, live, train-the-trainer training, up to sixteen (16) hours, on Advanced Work functionality. Training topics include:
 - Scenario Builder
 - Settings:
 - Prediction Groups
 - Minimum Condition Groups
 - Activities and Impacts
 - Criticality Factor
 - Install/Replaced Dates
 - Scenarios:
 - Scenario Types
 - Plan Years and Budgets
 - Protocols
 - Data Exports
 - Cartegraph recommended best practices for advanced work management

To avoid redundancy, and to utilize service time efficiently, training may cover a subset of the assets listed in the Asset section of the scope.

- Cartegraph will provide remote, live, train-the-trainer training, up to six (6) hours, on Advanced User functionality. Training topics include:
 - Cartegraph Administrator Application
 - OMS Administrator

- Structure Manager
- Library Manager
- Layout Manager
- User/Role Configurations
- Cartegraph recommended best practices for utilizing development tools, expanding the system's use, and/or building assets

Go-Live Support

- Cartegraph will provide a three-day (3-day) onsite event for Go-Live support. The agenda will be defined, and agreed upon, by both Customer's and Cartegraph's project managers. Topics may include any of the following:
 - Refresher training for items listed in the scope of work.
 - Software and process support for staff during production roll out.
 - Field, Layout, and Report configuration guidance, if applicable

Data Services

- Cartegraph will provide one test and one production data load service through standard import/export functionality. Cartegraph will provide template documents for data population. Once populated by Customer's staff, Cartegraph will load the data into Customer's test or production OMS environment. Data loads may include data such as:
 - Parent level asset records
 - Asset location (spatial x/y) attributes
 - Parent level resource (Labor, Equipment Material, Vendor) records
 - Resource Rate (Labor, Equipment, Material) records
 - Standard system libraries
- Cartegraph will provide the following backup services for the term of the three (3) year agreement:
 - Cartegraph staff will provide a monthly backup of the hosted customer's database.
 - The database backup file will be delivered to the customer via customer's secured FTP site.
 - The database backup file format will be a SQL 2012 backup (.bak) file.

Loading Pavement Data into Cartegraph OMS

Cartegraph will perform a data load of the following asset types from the IMS data collection project:

- Marking – Point
 - Asset Attributes
 - Inspection Attributes
 - Condition Rating
- Marking – Linear
 - Asset Attributes
 - Inspection Attributes
 - Condition Rating
- Pavement
 - Details provided in Appendix A, B, and C below

Assets

Asset implementation includes the following professional services:

- Cartegraph will provide installation and training on the following twenty (20) asset types:
 - Transportation (11)
 - Bridge; Light Fixture; Marking - Point; Marking - Linear; Pavement; Pavement Area; Sign; Support; Street Light Cable; Street Light Power Connection; Street Light Control Cabinet;
 - Water (9)
 - Water Backflow; Water Facility; Water Hydrant; Water Lateral; Water Main; Water Meter; Water Pump; Water Storage Tank; Water Valve;
- Cartegraph will provide up to five (5) field configurations for each asset type listed above.

Reports

- Cartegraph staff will configure and provide two (2) reports to be defined during the implementation phase of the project.
- Customer will be responsible for providing sample reports or mockups to assist Cartegraph staff in report requirement gathering tasks.
- Report configuration will be performed utilizing standard software functionality. *Reports requiring script or other non-standard elements are not included in the scope of this project.*

Phase Two –

Setup

- Cartegraph will setup a hosted, production OMS environment. If a test or sandbox environment is purchased, Cartegraph will also setup a hosted, test OMS environment.
- Cartegraph will provide an overview, up to two (2) hours, of Cartegraph and ArcGIS Online user-based logins and User/Role functionality.
- Cartegraph will provide a template file to be utilized by Customer's staff to populate Roles and Users to be utilized for OMS.
- Cartegraph will utilize the template to create users and roles in OMS. (Note: Subsequent User and/or Role changes will be Customer's administrator responsibility.)
- Cartegraph will provide documentation and guidance, up to four (4) hours, for Customer's technical GIS staff to configure Esri Basemap Services for OMS integration. Guidance will be geared towards OMS/Esri integration functionality and requirements.
- Cartegraph will setup the OMS Platform, including the Request, Work, Resource, and Asset Management areas of the software. *Asset Management solutions will be setup for all solutions referenced in the Assets section of the scope unless otherwise noted.*

Consulting

- Cartegraph will provide a two-day (2-day) onsite requirement gathering workshops to increase our understanding of Customer's business and functional goals. Through workshops and interviews, Cartegraph will identify best fit scenarios for OMS and provide a brief including any challenges as well as recommendations for OMS best practices relevant to implementation.

Training

- Cartegraph will provide remote, live, train-the-trainer training, up to four (4) hours, on overall system navigation and functionality to help familiarize Customer's staff with the software environment and its common functions. Training topics include:
 - Home Screen
 - Logins/Permission
 - Layers
 - Filters
 - Maps
 - Grids
 - System Navigation
 - Views (List & Detail)
 - Standard Reports
 - Attachments
 - Requests, Work, Assets, Resources, Reports, and Administrator Tabs
- Cartegraph will provide remote, live, train-the-trainer training, up to two (2) hours, on OMS Esri integration functionality. Training topics include:
 - OMS Esri integration configuration options
 - Integration functionality (basemap and feature)
 - Overall Esri integration requirements, considerations, and Cartegraph recommended best practices

- Cartegraph will provide a two-day (2-day) onsite "train-the-trainer" training event. The training agenda will be defined and agreed upon by both Cartegraph and Customer's project manager. Topics may include any of the following:

- Request Management:
 - Requests
 - Requesters
 - Task Creation from Requests
 - Issue library (including settings such as Applies to Asset and Non-Location)
 - Cartegraph recommended best practices for Request and Requester Management
- Work Management:
 - Create Task(s) (Asset/Non-Asset)
 - Assignments (Add, Edit, Remove)
 - Task Menu Actions
 - Related Work Items
 - Create Work Order
 - Associate Task to WO
 - Repeat Work Orders
 - Work Order Menu Actions
 - Enter Resources
 - Timesheets
 - Activity library (including settings such as Applies to Asset, Inspection, Key Dates, Cost, and Productivity)
 - Cartegraph recommended best practices for Work Management
- Asset Management:
 - Asset Details
 - Inspections
 - Linked assets (if applicable)
 - Container/Component Relationships (if applicable)
 - Cartegraph recommended best practices for Asset Management

To avoid redundancy, and to utilize service time efficiently, training may cover a subset of the assets listed in the Asset section of the scope.

- Resource Management:
 - Resource Details
 - Labor/Equipment Rates
 - Material Management (Stock, Usage, Adjustments)
 - Vendor Price Quotes
 - Cartegraph recommended best practices for Resource Management
- Cartegraph for iPad:
 - Overall system functionality (Navigation, Interface, Maps, Attachments, Sorting)
 - Work Management
 - Create and Update Tasks (Asset/Non-Asset)
 - Assign Tasks
 - Enter Resources
 - Inspections
 - Asset Management
 - Create and Update Assets
 - Request Management

- View and Update Requests
 - View Requester information
 - Create Task from Request
 - Cartegraph recommended best practices for mobile device use
- Administrator:
 - Administrator:
 - User Administration, Role Administration, Import/Export, Error Log
 - Settings:
 - System Settings, Base Map Administration, Geocode Settings, GIS Integration Settings, Background Task Scheduler, Asset Color Manager
 - Manager:
 - Layout Manager, Library Manager, Preventative Maintenance, Asset Condition Manager, Notification Manager, Structure Manager
- Cartegraph will provide remote, live, train-the-trainer training, up to six (6) hours, on OMS Reporting functionality. Training topics include:
 - Security/Roles
 - Report Designer
 - Report Types, Report Styling, Filtering\Parameters, Basic Formulas, Grouping\Sorting
 - Report Viewer
 - Reporting best practices and solution tips/tricks.

Extensions

- Cartegraph will provide remote, live, train-the-trainer training, up to twelve (12) hours, on Advanced Resources functionality. Training topics include:
 - Material Locations
 - Material Transfers
 - Material Orders
 - Settings:
 - Vendor Price Quotes
 - Re-order points
 - Cartegraph recommended best practices for advanced resource management
- Cartegraph will provide remote, live, train-the-trainer training, up to eight (8) hours, on Advanced Asset functionality. Training topics include:
 - Preventative Maintenance
 - Performance Management
 - Prediction Groups
 - Minimum Condition Groups
 - Activities and Impacts
 - Criticality Factor
 - Install/Replaced Dates
 - Cartegraph recommended best practices for advanced asset management

To avoid redundancy, and to utilize service time efficiently, training may cover a subset of the assets listed in the Asset section of the scope.

- Cartegraph will provide remote, live, train-the-trainer training, up to sixteen (16) hours, on Advanced Work functionality. Training topics include:
 - Scenario Builder
 - Settings:
 - Prediction Groups
 - Minimum Condition Groups
 - Activities and Impacts
 - Criticality Factor
 - Install/Replaced Dates
 - Scenarios:
 - Scenario Types
 - Plan Years and Budgets
 - Protocols
 - Data Exports
 - Cartegraph recommended best practices for advanced work management

To avoid redundancy, and to utilize service time efficiently, training may cover a subset of the assets listed in the Asset section of the scope.

- Cartegraph will provide remote, live, train-the-trainer training, up to six (6) hours, on Advanced User functionality. Training topics include:
 - Cartegraph Administrator Application
 - OMS Administrator
 - Structure Manager
 - Library Manager
 - Layout Manager
 - User/Role Configurations
 - Cartegraph recommended best practices for utilizing development tools, expanding the system's use, and/or building assets

Go-Live Support

- Cartegraph will provide a two-day (2-day) onsite event for Go-Live support. The agenda will be defined, and agreed upon, by both Customer's and Cartegraph's project managers. Topics may include any of the following:
 - Refresher training for items listed in the scope of work.
 - Software and process support for staff during production roll out.
 - Field, Layout, and Report configuration guidance, if applicable

Data Services

- Cartegraph will provide one test and one production data load service through standard import/export functionality. Cartegraph will provide template documents for data population. Once populated by Customer's staff, Cartegraph will load the data into Customer's test or production OMS environment. Data loads may include data such as:
 - Parent level asset records
 - Asset location (spatial x/y) attributes

- Parent level resource (Labor, Equipment Material, Vendor) records
- Resource Rate (Labor, Equipment, Material) records
- Standard system libraries

Assets

Asset Implementation includes the following professional services:

- Cartegraph will provide installation and training on the following seven (7) asset types:
 - Sewer (7)
 - Sewer Cleanout; Sewer Facility; Sewer Force Main; Sewer Lateral; Sewer Main; Sewer Manhole; Sewer Pump;
- Cartegraph will provide up to five (5) field configurations for each asset type listed above.

Cartegraph will provide all services remotely via audio, video, and web conferences unless otherwise noted.

Customer Responsibility

For the project, Customer will be responsible for appointing a dedicated project manager that will be responsible for:

- Reviewing the implementation scope of work
- All internal aspects of the project including, but not limited to, internal change management, internal documentation, staff coordination, task completion, and schedule commitment
- Ensuring all scheduled meetings are attended by invited staff
- Partnering with the Cartegraph Project Manager to ensure project success
- Providing leadership and insight on all relevant internal issues such as policy/procedure, organizational structure, project stakeholders, technical architecture, data, and current systems

Exclusions

The following service items are not included in the scope of this project:

- Implementation of any custom modification or integration developed by Cartegraph, Customer's internal staff, or any third-party is not included in the scope of this project unless specifically listed above.
- Data conversion services from other software system(s) or sources (including Cartegraph Navigator databases) are not included in the scope of this project unless specifically listed above.
- Any service items discussed during demonstrations, conference calls, or other events are not included in the scope of this project unless specifically listed above.

Appendix A - Pavement Data Load Services

Cartegraph's Pavement solution provides robust functionality including industry standard attributes, libraries, and condition assessment data compliant with ASTM-6433-11.

To fully realize the value of Cartegraph's solution, certain data attributes must be available and stored correctly. Due to the flexibility of Cartegraph's solutions and the variety of standard operating procedures each data collection vendor employs, data can easily be missed or loaded incorrectly. This can result in a reduced return on investment in the Cartegraph solution.

This document includes the following:

- 1) Appendix B - data attributes required for a Cartegraph pavement data load
- 2) Appendix C – Standard data load scope of work

Cartegraph will provide a supplemental MS Excel spreadsheet illustrating the required format for data delivery.

Appendix B – Cartegraph Data Attributes

The following data attributes are either required (*) or highly recommended to support robust pavement management functionality in Cartegraph.

PAVEMENT INVENTORY TABLE		
NAME	DATA TYPE	DESCRIPTION
* Cartegraph ID	Text	Unique identifier for Cartegraph Pavement (section) record. <i>Note: This ID will be used to link all associated roadway section related tables</i>
* Pavement Length	Quantity (Number w/ Unit)	Length of the Pavement section <i>Note – Quantity fields require two data cells per row: 1 Number value and 1 Unit of Measure (m, km, mi, yd)</i>
* Pavement Width	Quantity (Number w/ Unit)	Width of the Pavement section <i>Note – Quantity fields require two data cells per row: 1 Number value and 1 Unit of Measure (m, km, mi, yd)</i>
* Pavement Classification	Text (Lookup)	Pavement Classification value for Cartegraph Pavement record. Default values: <i>Asphalt, Brick and Block, Concrete, Earth, and Gravel</i>
* Function Classification	Text (Lookup)	Functional Classification value for Cartegraph Pavement record. Default values: <i>Rural Arterial, Rural Collector, Rural Local, Urban Arterial, Urban Collector, and Urban Local</i>
Street	Text (Lookup)	Street name for Cartegraph Pavement record
Street Ahead	Text (Lookup)	(Intersecting) Street Ahead name for Cartegraph Pavement record
Street Back	Text (Lookup)	(Intersecting) Street Back name for Cartegraph Pavement record
Construction Date	Date	Construction date helps establish a baseline for each asset. This baseline is crucial when managing condition and deterioration of high cost, high impact assets.

- Pavement attributes must include Length and Width values
- Pavement Classifications should be limited to the following:
 - Gravel
 - Brick and Block
 - Concrete
 - Asphalt
 - Earth
- Functional Classifications should be limited to the following:
 - Rural Arterial

- Rural Collector
- Rural Local
- Urban Arterial
- Urban Collector
- Urban Local

PAVEMENT INSPECTION TABLE		
NAME	DATA TYPE	DESCRIPTION
* Cartegraph ID	Text	Unique identifier for Cartegraph Pavement (section) record. <i>Note: This ID will be used to link all associated roadway section related tables</i>
* Inspection ID	Text	Unique identifier for Inspections
* Inspection Date	Date	Inspection date
Average IRI	Quantity with Unit	If applicable, a pre-calculated Average IRI value must be provided. Additionally, an Average IRI value should be converted and provided in a 0 to 100 scale for use in Cartegraph's Overall Condition Index (OCI) calculation.

PAVEMENT DETAILED DISTRESS TABLE**		
NAME	DATA TYPE	DESCRIPTION
* Cartegraph ID	Text	Unique identifier for Cartegraph Pavement (section) record. <i>Note: This ID will be used to link all associated roadway section related tables</i>
* Inspection ID	Text	Unique Identifier for Inspection records
* Sample ID	Text	Unique Identifier for Sample Areas
Sample To	Integer	Identify the end of the Sample Area
Sample From	Integer	Identify the beginning of the Sample Area
Sample Length	Quantity with Unit	
* Distress	Text (Lookup)	Values must match distresses specified in the ASTM-6433-11 standard.
* Severity	Text (Lookup)	Low, Moderate, High
* Extent	Number	Must be represented as a percentage number value

Note: Distress data should be collected in accordance with ASTM D-6433-11 standards, including extent and severity.

- Distress Severities must be limited to the following:
 - Low
 - Moderate
 - High

- **Standard distresses:**
 - *Asphalt Longitudinal Cracking and Asphalt Transverse Cracking should be combined into a single distress.*
 - *PCC Faulting Right and PCC Faulting Left should be combined into a single distress.*
 - *PCC Longitudinal Cracking and PCC Transverse Cracking should be combined into a single distress.*
 - *Asphalt Raveling & Weathering should be separated into Asphalt Raveling and Asphalt Weathering – Surface Wear.*
- *ASTM-6433-11 requires unique "Distress + Severity" combinations per Sample area.*

PAVEMENT CONDITION CATEGORY TABLE		
NAME	DATA TYPE	DESCRIPTION
* Cartegraph ID	Text	Unique Identifier for Cartegraph Pavement (section) record. <i>Note: This ID will be used to link all associated roadway section related tables</i>
* Inspection ID	Text	Unique Identifier for Inspection records
Condition Category	Text (Lookup)	A value that generally reflects a high-level condition using a 0 to 100 scale index. For example, Cartegraph OMS recognizes PCI as a Condition Category. IRI values provided in a converted 0 to 100 scale can be loaded as a Ride Condition Category thereby impacting the Overall Condition Index (OCI) value in
Index	Integer	A value, on a 0 to 100 scale, which reflects the condition of the corresponding Condition Category

Appendix C – Standard Scope of Work for OMS Pavement Data

Cartegraph staff will provide the following data services to load customer's pavement data into Cartegraph OMS:

- Cartegraph will provide a template file to third-party vendors, so processed data can be delivered to Cartegraph in the required format.
- Cartegraph will provide a review, not to exceed two (2) hours, of OMS data requirements to customer and third-party vendor staff.
- Cartegraph will provide a field map review, not to exceed two (2) hours, to identify the OMS destination fields for up to 10 additional data attributes which may have been collected.
- Cartegraph will provide a one-time data load into the customer's test environment.
- Cartegraph will provide a one-time data load into the customer's production environment.

Assumptions, Requirements, and Considerations:

- This scope of work is isolated to data load activities and does not include any manipulation of collected data.
- Data must be provided to Cartegraph staff in Esri shapefile or .csv formats
 - If Pavement spatial data is not provided, and does not currently exist in the customer OMS database, Cartegraph will load Pavement condition data without impacting the existing spatial implementation.
 - Prior to collection efforts, third-party vendors must ensure collected data can be linked to a Cartegraph Pavement ID.
- Cartegraph OMS calculates PCI values based on the ASTM-6433-11 – *Standard Practice for Roads and Parking Lots Pavement Condition Index Surveys* standard. Data collection firms are required to provide Distress, Severity, and Extent values as specified by the aforementioned standard.

Customer/Cartegraph Responsibilities

Project representatives from Customer and Cartegraph accepts responsibility for all aspects of project planning, management, and execution not specifically identified as the responsibility of Cartegraph in the Master Agreement or in this Purchase Agreement. Ongoing management of the day-to-day allocation of Customer and Cartegraph resources and management of project tasks is the responsibility of the Customer and Cartegraph project representatives. Customer and Cartegraph project representatives will provide overall guidance and direction for the project and will direct the project accordingly. Further, and with regard to the Cartegraph obligations listed in this Purchase Agreement, Customer understands that it is vital to the success of the project that Customer provides assistance in the following matters:

1. For those services listed under Field Services, Cartegraph personnel will conduct information gathering and evaluation sessions with various Customer users and management. While Cartegraph respects the time and workload of Customer staff, dedicated time on the part of the appropriate Customer resources is necessary to complete these exercises.

2. The installation process requires the assistance of Customer personnel and suitable access to hardware and systems (e.g., security clearance). Customer is required to supervise the installation process while systems are accessible to Cartegraph. All hardware and software, for both Personal Computers and servers, is expected to be available, installed, and operating as specified in Cartegraph's System Requirements documentation such that delivery and execution of Cartegraph Field Services will not be impeded.
3. Customer and Cartegraph understand that the successful performance of Field Services depends upon Customer fulfilling its responsibilities. The Project assumes that Customer will provide all personnel required to achieve a successful implementation.
4. Customer will provide Internet access and IT staff support as required. For those services that are web-based, Cartegraph utilizes WebEx Meeting (or similar) technology.

Customer shall ensure that their workstation platform and database meet Cartegraph system requirements as specified in the Cartegraph System Requirements documentation. Cartegraph Software will be supported within new versions of these workstation platforms and databases within a reasonable period of time from their release from their manufacturer. Cartegraph will discontinue support of its Software within older versions of these workstation platforms and databases as their support is discontinued by their manufacturers.

5. Customer agrees to work with Cartegraph to schedule Field Services in a timely manner. All undelivered Field Services shall expire 365 days from the execution of this Purchase Agreement, unless noted differently in Services Scope listed above. Upon expiration of services, the project may be cancelled at Cartegraph's discretion.

Not-to-Exceed Proposal

Cartegraph will not exceed the total included in this Purchase Agreement without written approval from Customer. In the event it becomes apparent to Cartegraph that additional service efforts will be needed due to any changes in the scope of this Purchase Agreement, Cartegraph will notify Customer prior to exceeding the approved efforts and obtain written approval if additional Software or services are required.

BY EXECUTING THIS PURCHASE AGREEMENT, CUSTOMER ACKNOWLEDGES THAT IT HAS REVIEWED THE TERMS, CONDITIONS, FEES AND CHARGES PROVIDED HEREIN AND IN THE MASTER AGREEMENT, AS WELL AS ANY OTHER EXHIBITS TO THE MASTER AGREEMENT, AND CUSTOMER AGREES TO BE LEGALLY BOUND BY EACH SUCH AGREEMENT.

Cartegraph Systems, Inc.

By _____
(Signature)

Tim McCool
(Type or print name)

Title Director of Sales

Date 2/2/17

Village of Carol Stream

By _____
(Signature)

(Type or print name)

Title _____

Date _____

HELP TOPIC

Technical Specifications for Hosted Deployment: Winter 2016

Client PC Recommendations

Operating Systems

- Windows 7, 8.1, or 10

Supported Web Browsers

- IE 11 (Windows 7, 8.1, or 10)
- Edge (latest version)
- Firefox (latest version)
- Chrome (latest version)

Monitor

- Minimum screen resolution: 1200 x 768

Map Support

Esri Map Services

- ArcGIS Server
- ArcGIS Online

Connectivity

- Internet connection required
- Bandwidth Minimum: 3G

GIS Integration Support

Esri ArcGIS Online

or

Esri ArcGIS Server

- Version 10.2.2, 10.3, 10.3.1, or 10.3.2
- Standard or Advanced version
- Cartegraph add-in for ArcMap
- Cartegraph SOE for ArcGIS Server

Tablets

- Setup with internet connectivity
- Active GPS is recommended

Apple iPad

- iPad 3 or later
- iPad mini 2 or later

- iPad Pro
- iPad Air or later
- iOS 9.2

HELP TOPIC

Cartegraph System Requirements Winter 2016

This document describes the requirements for the installation and use of applications and servers.

Cartegraph Administrator Workstation	
Operating System:	<ul style="list-style-type: none"> • Windows 7 Professional or Ultimate edition • Windows 8.1 • Windows 10 • All Microsoft updates must be installed. • 64-bit only
Processor and Memory (RAM):	<ul style="list-style-type: none"> • Must meet or exceed the requirements of the operating system.
Available Hard Disk:	<ul style="list-style-type: none"> • 500 MB recommended
Monitor:	<ul style="list-style-type: none"> • Minimum screen resolution 1200 x 768
Supporting Software:	<ul style="list-style-type: none"> • Cartegraph Administrator application
Client Workstation	

Operating System:	<ul style="list-style-type: none"> • Windows 7 Professional or Ultimate edition • Windows 8.1 • Windows 10 • All Microsoft updates must be installed. • 64-bit only
Processor and Memory (RAM):	<ul style="list-style-type: none"> • Must meet or exceed the requirements of the operating system.
Available Hard Disk:	<ul style="list-style-type: none"> • 500 MB recommended
Supported Web Browsers:	<ul style="list-style-type: none"> • IE 11 (Windows 7, 8.1, or 10) • Edge (most current version) • Firefox (most current version) • Chrome (most current version)
Connectivity:	<ul style="list-style-type: none"> • Always connected • External Internet Access is required
Monitor:	<ul style="list-style-type: none"> • Minimum screen resolution 1200 x 768
Web Server	
Operating System:	<ul style="list-style-type: none"> • Windows Server 2012, or 2012 R2 (recommended) • .NET version 4.5.2 • All Microsoft updates must be installed.
Processor and Memory:	<ul style="list-style-type: none"> • Multi-core processor 2.0 GHz or faster • 2 GB RAM • 100/1000 Ethernet connection
IIS:	<ul style="list-style-type: none"> • Version 8 or 8.5 • SSL SHA-256 is required

	<ul style="list-style-type: none"> • Server requires Transport Layer Security (TLS) protocol version 1.2 enabled
Other:	<ul style="list-style-type: none"> • Internet Access • Outgoing SSL communication required from your web server.
Application Server	
Operating System:	<ul style="list-style-type: none"> • Windows Server 2012 or 2012 R2 (recommended) • .NET version 4.5.2 • All Microsoft updates must be installed.
Processor and Memory:	<ul style="list-style-type: none"> • Multi-core processor 2.0 GHz or faster • 8 GB RAM • 100/1000 Ethernet connection
IIS	<ul style="list-style-type: none"> • Version 8 or 8.5 • SSL SHA-256 or later is required • Server requires Transport Layer Security (TLS) protocol version 1.2 enabled
Other Environment Requirements:	<ul style="list-style-type: none"> • User ID with full access rights to the database and Project Home • SMTP Compliant Email Server • Permissions to run the Windows Task Scheduler • Cartegraph recommends adding this server's URL to the Safe list on the firewall between the DMZ and internal network to eliminate flooding issues.
Database	
Supported Database Types:	<ul style="list-style-type: none"> • SQL 2012 or 2014 (recommended)

Available Hard Disk:	<ul style="list-style-type: none"> • 5 GB or more free disk space
Map Support	
	<ul style="list-style-type: none"> • Esri ArcGIS Online • Supports latitude/longitude coordinates only.
GIS Integration	
	<p>Esri ArcGIS Online OR Esri ArcGIS Server</p> <ul style="list-style-type: none"> • Version 10.2.2, 10.3, 10.3.1, or 10.3.2 • Standard or Advanced Version • Esri Portal for ArcGIS (Cartegraph on-premise only) • Cartegraph add-in for ArcMap (Recommended) • Cartegraph SOE for ArcGIS Server (Recommended) • Requires TLS 1.2 • Requires SHA256+ SSL certifications
Tablets	
Apple iPad:	<ul style="list-style-type: none"> • iPad 3 or later • iPad mini 2 or later • iPad Pro • iPad Air or later • iOS 9.2 • Setup with internet connectivity • Active iTunes account for initial download and subsequent updates • GPS enabled device

HELP TOPIC

Cartegraph Administrator Application Functionality List for Winter 2016

The following list describes the functionality available in the Cartegraph Administrator application. You must have Administrator rights to access this application.

Report Building

- Place copies of reports in the appropriate Project Home folders.
- Request, Task, and Work Order reports are built under the Administrator Page
- List View reports will have an Active filter
- Detail View reports will have a Current filter
- Report View reports will have a Custom filter

Troubleshooting

- Create Datalink
- Format DB
- ClearIT
- DBUtility

- Trace.out
- Tweak

HELP TOPIC

ArcGIS Server Configurations

Cartegraph supports several ArcGIS Server configurations that are used in the Manage Servers feature in the GIS Integration feature.

- Server Name can be any unique name up to 50 characters.
- The Server URL should be the URL to access the server feature layer desired for the integration.
- The Portal URL is used to access the portal feature layer and is used in combination with the Server URL, for Portal credentials configuration settings only.
- The User Name and Password should be the same credentials used for a valid ArcGIS Online sign in, for ArcGIS for Server credentials, ArcGIS Online credentials, and Portal credentials Configuration settings only.

Configuration	Required Fields
Unsecured	Server Name, Server URL
ArcGIS for Server credentials	Server Name, Server URL, User Name, Password
ArcGIS for Online credentials	Server Name, Server URL, User Name, Password
Portal Credentials	Server Name, Server URL, Portal URL, User Name, Password

ArcGIS Server

This server publishes the GIS data, provides access to the data from the Cartegraph environment. It has two installed components: ArcGIS for Server and the Cartegraph SOE (Server Object Extension). These components expose the GIS data as RESTful URLs, which must be accessible from the Cartegraph Application Server. When using secure services with GIS Integrations in Cartegraph a Server Name, Server URL, User Name, and Password are required. Only a Server Name and Server URL are necessary for an unsecured service.

Server URL

- In most cases, is the URL of (unfederated) ArcServer
- In the case of Portal, is the URL of (federated) ArcServer
- Examples
 - [http://\[server.domain.com\]:6080/ArcGIS](http://[server.domain.com]:6080/ArcGIS)
 - <http://devarcserv102:6080/arcgis>
 - <http://demo.cartegraph.com/arcgis>

Unsecured

- Configuration: Unsecured
- Visible Feature Layers are Public

Secured

- Configuration: ArcGIS for Server credentials
- Requires Server Admin credentials
- Visible Feature Layers are Public or Secured

ArcGIS Online

Online access provides ability to access GIS data from Esri's cloud platform. It allows organizations to use web services as feature layers for maps. These feature layers expose the GIS data as RESTful URLs, which must be accessible from the Cartegraph Application Server. When using secure services with GIS Integrations in Cartegraph a Server Name, Server URL, User Name, and Password are required. Only a Server Name and Server URL are necessary for an unsecure service.

Unsecured

- Configuration: Unsecured
- Server URL
 - Is the Service URL of Feature Layers in ArcGIS Online
 - Examples
 - [https://\[service.arcgis.com/key\]/arcgis](https://[service.arcgis.com/key]/arcgis)
 - <https://services3.arcgis.com/CB76hVWjiRk4G0xu/arcgis>
- Visible Feature Layers are Public
 - Pass-through* to secured server
 - Server credentials would be saved with the Feature Layer when it is created
 - Generates a proxy URL that is different than the above URL
 - Hosted*

Secured

- ◆ Configuration: ArcGIS Online credentials
- ◆ Server URL is the Service URL of Feature Layer(s) in ArcGIS Online
- ◆ Requires ArcGIS Online credentials
- ◆ Visible Feature Layers are Public, or Secured-shared with Organization or Groups that the credential's owners belongs to
 - ◆ Pass-through* to secured server
 - ◆ Server credentials would be saved with the Feature Layer when it is created
 - ◆ Generates a proxy URL that is different than the public ArcGIS Online URL above
 - ◆ Hosted*

Portal for ArcGIS Server

Portal provides access of GIS data from an on-premises site for an Organization. It gives the organization the ability to host the data in a secure environment on their local network. These components expose the GIS data as RESTful URLs, which must be accessible from the Cartegraph Application Server. When using secure services with GIS Integrations in Cartegraph a Server Name, Server URL, Portal URL, User Name, and Password are required. Only a Server Name and Server URL are necessary for an unsecure service.

Unsecured

- ◆ Configuration: Unsecured

- Server URL
 - Is the URL of the Portal
 - For example, **https://[portal.domain.com]/arcgis/home**

- Visible Feature Layers
 - Public
 - Hosted*
 - Pass-through* to secured server
 - Server credentials would be saved with the Feature Layer when it is created
 - Generates a proxy URL that is different than the Portal URL

Secured

- Configuration: Portal Credentials
- Server URL is the Service URL of the Feature Layer
- Portal URL is the URL of the Portal
- Requires Portal credentials
- Visible Feature Layers
 - Public or Secured-shared with Organization or Groups that the credential's owners belongs to

- Hosted*
- Pass-through* to secured server is Server credentials would be saved with the Feature Layer when it is created

Definition of Terms

Hosted Feature Layer

When a Feature Layers is published from ArcMap and hosted on ArcGIS Online

Pass-through Feature Layer to secured server

When a Feature Layer is created in ArcGIS Online using the Rest endpoint (URL) of the service in ArcGIS Server thus making ArcGIS Online act as a proxy.

How to get the Service URL for Online and Portal Feature Layers

1. Go to the Gallery.
2. Find the **Feature Layer**.
3. Hover over the Feature Layer and click **Details**.
4. Under Layers, click on one of the layers.
5. A window with details about the selected layer opens.
6. The Server URL is everything before the /rest/services.

HELP TOPIC

Updates and Enhancements Winter 2016

Tasks

- Create a task while performing an Inspection.
- Convert a non-asset task to an asset task.

Advanced Asset Inspections*

- Different assets should be inspected based on different criteria. Select from a variety of options for your inspection method. New methods include five-star rating, index, number, option, and quantity. Edit to align the index values that make sense for your organization.
- Condition Category Rankings and Ratings were removed.
- Support for Not Inspected options for PCI Inspections
- Ability to copy and paste impacts and index mappings.

Notifications

- Added notification for Task completion

- ◆ GIS Integration Synchronization Failure is new.
- ◆ Scheduled Process Error is new.
- ◆ Can now reorder fields in the notification email message.

Advanced Materials Management*

- ◆ With Advanced Resources, Locations enforced on time sheets, transfer, and stock.
- ◆ Transfer Materials between Locations
- ◆ Bulk Transfers to restock locations
- ◆ Fix Material Log—provides the ability to correct a mistake made in the past. For example, stocked 100 widgets @ \$33.33 instead of \$3.33.

Locations

- ◆ Manage Locations
- ◆ Track Materials per Location
- ◆ Manage Materials per Location
- ◆ Reports

Orders

- ◆ Create Orders
- ◆ Receive Orders and automatically stock them
- ◆ Report

Materials

- Material Trend Chart
- Material Stats globally and per Location
- Reports

Time Sheets

- Custom fields can now be added to the time sheet view, including fields through a lookup.
- Me button added to the Labor section of the time sheet.

Maps

- Can specify a tag to limit the number of web maps that display.
- Cartegraph supports Active Directory logins via ArcGIS Online's enterprise sign ins. For additional details see: <https://doc.arcgis.com/en/arcgis-online/administer/enterprise-logins.htm>
- Operational layers display on the web map for hosted features
- Multifactor authentication - <http://doc.arcgis.com/en/arcgis-online/reference/multifactor.htm>

Administration

- Library filters added to Role Administration so you can set values specific to roles and department.
- Scheduled Process Log is new, replaces Background Task Scheduler

Cartegraph for iPad App

- Set Primary Attachment from the tablet.
- Attachment upload size is now a configurable setting on the tablet.
- The Find Me option now allows the removal of the blue pin
- Can now search for an address from the main Asset, Task, or Request view
- Adjust the transparency of the live task radius, including removing it.
- Access Cartegraph Campus from the app.
- Support of Library filters
- Ability to convert a non-asset task to an asset task
- Material location can be set from the tablet.
- URL hyperlinks are active in Memo fields
- Advanced layer control on the iPad with ability to view all available asset layers and add, reorder, and delete layers.
- Create a task from an Inspection Detail view

Esri Enabled Features

- Support for Active Directory login with ArcGIS Online accounts
- Support for multifactor authentication with ArcGIS Online accounts
- Control of password policy (special characters, timeframe to reset, etc.) with ArcGIS Online accounts

Platform

- Supports Windows 10
- Supports Edge web browser
- Supports ArcGIS 10.3.2
- Supports iOS 9.2
- support for be .NET 4.5.2
- Web server must support at least Transport Layer Security (TLS) protocol version 1.2

*You must have a Cartegraph OMS advanced feature extension to access this feature.

HELP TOPIC

Structure Changes: Summer 2015 to Winter 2016

Structure Changes

Removed

- All Top-level Asset Condition Category\Condition Ranking Libraries (including Equipment and Versa) [all existing libraries removed]
- All Top-level Asset\Inspection\Condition Category Recordsets (including Equipment and Versa), Rating [existing field removed]

Changed

All Top-level Asset\Inspection\Condition Category Recordsets including Equipment and Versa)

- Measured Value (Text, Field Size = 50, System) [new field added]
- Condition Details (Memo, System) [new field added]

All Top-level Asset Condition Category Libraries (including Equipment and Versa)

- Type (Lookup, System, Required, Default Value = 5 Star, Lookup Source = Condition Category Types) [new field added]
- Unit Category (Text, Field Size = 50, System) [new field added]
- Default Unit (Text, Field Size = 50, System) [new field added]
- Condition Details (Memo, System) [new field added]
- Sort Order (Integer, System, Default Value = 0) [new field added]

Material Log

- Cost Components (Text, Field Size = 8001, System) [new field added]

Added

Condition Category Types (Library, Read-Only)

- Type (Text, Field Size = 50, Unique, Required, System)

All Top-level Asset Condition Category\Index Mapping Libraries (including Equipment and Versa)

- Value (Text, Field Size = 50, Required, System)
- Index (Number, Required, System)

Material Locations (Recordset)

- Address Number (Number, System)
- City (Lookup, System)
- Location Description (Text, System)
- Mobile Location (Yes/No, System)

- Primary Attachment (Lookup, System)
- State (Lookup, System)
- Street (Lookup System)
- Zip Code (Text ,20)

Material Log

- Location (lookup to Material Locations, System)

Materials Per Location (Recordset - child to Material Locations)

- Material ID (Lookup, Read Only, System)
- Maximum Amount (Quantity, System)
- Minimum Amount (Quantity, System)
- Quantity On Hand (Quantity, Read Only, System)
- Quantity On Order (Quantity, Read Only, System)
- Reorder Amount (Quantity, System)
- Reorder Point (Quantity, System)
- Value Of Stock (Float, Read Only, System)

Material Orders (Recordset)

- Purchase Order (Text (50), System)
- Order Number (Text (50), System)
- Date (Date, Required, System)

- Vendor (Lookup, Required, System)
- Status (Lookup, System)
- Shipping (Currency, System)
- Tax (Currency System)
- Percent (Number, System)

Order Line Items (Recordset - child to Material Orders)

- Material ID (Lookup, System)
- Order Amount (Quantity, System)
- Price Per Unit (Currency, System)
- Quantity Received (Quantity, System)
- Overhead (Currency, System)
- Location (Lookup, System)

Pick Slips (Library)

- Location (Lookup, Required, ReadOnly, System)
- Material (Lookup, Required, ReadOnly, System)
- Date (Date, Required, ReadOnly, System)
- Required (Quantity, ReadOnly, System)
- Quantity On Hand (Quantity, ReadOnly, System)
- Needed (Quantity, ReadOnly, System)
- Pulled (Number, System)

- Percent (Number, System)

Material Order Status (Library, Read-Only)

- Status (Text, Field Size = 30, Unique, Required, System)

Preventative Maintenance Plan\Labor Assignment (Recordset - child)

- Activity (Lookup, System)
- Labor ID (Lookup, System)

Notification Messages (Library, Read-Only)

- Source (Text, Field Size = 75, System)
- Message (Memo, System)

Notification Types

- Schedule Trigger (Text, Field Size = 100, Read Only, System)
- Trigger Value (Text, Field Size = 100, Read Only, System)

Scheduled Process Log (Read-Only, system)

- Process Name (Text, Field Size = 150, System)
- Run Start (Date/Time, System)
- Run Stop (Date/Time, System)
- Run Result (Text, Field Size = 75, System)
- Error (Memo, System)

HELP TOPIC

Structure Updates: Winter 2016 to Spring 2016

Changed

Recordsets

- Tasks
 - Asset ID (Text, System, Read-only, Id: cgAssetID, Column: cgAssetID, Length: 100) [new field added]
 - Start Date (Date, System, Read-only) [new field added]
 - Stop Date (Date, System, Read-only) [new field added]
- Assets (including Equipment)
 - Total Cost (Currency, System, Read-only, DefaultValue: 0)[new field added]
- Equipment\Log
 - Cost (changed from not read-only, to read-only)

- ◆ Labor\Log
 - ◆ Cost (changed from not read-only, to read-only)

Libraries

GIS Associations

- ◆ Filter Text (Memo, System) [new field added]
- ◆ JSON Object (Memo, System) [new field added]

Added

Recordsets

Tasks/Routes

- ◆ Route (Lookup = Planned Routes Library, System, Ref Enforced, Required)
- ◆ Order (Integer, System, Required, Column: Order1)

Libraries

Planned Routes

- ◆ ID (Text, Length = 75, System, Auto Number, Prefix: Route_, Unique, Required)

System Structure:

cgSysContainerComponentHistory [Does not have meta data]

- ◆ ComponentClassname (Text)
- ◆ ComponentOid (Int)
- ◆ ContainerClassname(Text)

- ContainerOid (Int)
- IsEstimated (Yes\No)
- OID (Int)
- StartDate (DateTime)
- StopDate (DateTime)

Jim Knudsen

From: Damon Seys <DamonSeys@cartegraph.com>
Sent: Wednesday, February 1, 2017 8:34 PM
To: James A. Rhodes
Cc: Jim Knudsen
Subject: RE: Purchase & Master Agreement review comments for Carol Stream

Jim,
Support services are included as part of the software subscription and refers to Technical Support. If the subscription is cancelled, Support services are cancelled as well. The term "Services" (later in Section 10.F.) refers to implementation or consulting services and that no cancellation fee will be assessed for those services not yet performed. This corresponds to our response.

Thank you,

Damon

From: James A. Rhodes [mailto:JARhodes@KTJLAW.com]
Sent: Wednesday, February 01, 2017 4:38 PM
To: Damon Seys <DamonSeys@cartegraph.com>
Subject: RE: Purchase & Master Agreement review comments for Carol Stream

Damon

You indicate in your response to our question 12 below that the termination fee of section 10 f would apply only to the software subscription and hosting services, however, the agreement that you sent indicates it would also apply to support services. It is our understanding that the term Services as used in this section means support services and the Village would only be charged for support services provided to the date of termination. Can you remove the term support services from this provision so that it corresponds with your response?

Thank you

Jim Rhodes

From: Damon Seys [mailto:DamonSeys@cartegraph.com]
Sent: Monday, January 30, 2017 2:39 PM
To: James A. Rhodes
Cc: Phil Modaff; Linda Mehring; Marc A.Talavera; Jim Knudsen (JKNUDSEN@carolstream.org); Ben Murray; Tim McCool
Subject: RE: Purchase & Master Agreement review comments for Carol Stream

Hi Jim,
See responses below...

Thank you,

Damon

From: James A. Rhodes [<mailto:JARhodes@KTJLAW.com>]

Sent: Thursday, January 19, 2017 3:36 PM

To: Damon Seys <DamonSeys@cartegraph.com>

Cc: Phil Modaff <pmodaff@carolstream.org>; Linda Mehring <lmehring@carolstream.org>; Marc A.Talavera <mtalavera@carolstream.org>; Jim Knudsen (JKNUDSEN@carolstream.org) <JKNUDSEN@carolstream.org>

Subject: RE: Purchase & Master Agreement review comments for Carol Stream

Damon

I have met with the Village regarding your responses to our proposed revisions. We are requesting that you provide responses to the following questions so that we can clarify Cartegraph's positions with respect to the provisions of the agreement. Our questions are as follows:

Master Agreement

1. Section 2D. Cartegraph desires the use of Customer data "for analysis purposes provided that any information is anonymized and aggregated so that Customer cannot be identified from the information. Please explain how this analysis purpose will differ from the use of data to evaluate the use and operation of the Software, Support, Services and Hosting as set forth in the preceding sentence. Please explain how the information will be anonymized and aggregated and how the data will not be able to be identified as the Customers.

Section 2D:

Through the process of data aggregation, we query only sums, counts, averages, etc, in which the query does not include customer information. This differs from the use of data for support services in which analysis may need to be run to diagnose system issues. We do not use individual client info without permission.

2. Section 3D. Cartegraph has edited this section to provide that it will invoice the Customer upon delivery of properly functioning software. Please explain how it will be determined that the software is functioning properly. In Section 3a. of the Purchase Agreement it provides that payment will be due upon delivery of the software when Customer receives the URL to the hosted site. These two provisions appear to be in conflict. Will Cartegraph agree to a period of time within which the Village can work with the software in order to determine if the software appears to be functioning properly?

Section 3D:

Software will be invoiced upon execution of the Purchase Agreement.

3. Section 4.B.2.a. Cartegraph rejected language indicating that Cartegraph will maintain back-up servers and fail overs to ensure uninterrupted service. This language came from a response by Cartegraph to a Village inquiry which indicated that Cartegraph has fail overs and back up servers that take over if there is a problem with the current server. Will Cartegraph agree to the insertion of language that "Cartegraph shall maintain fail overs and back up servers to take over if there is a problem with the Customer's main server?"

Section 4.B.2.a:

Cartegraph utilizes Amazon Web Services for its host computing systems. Backup and redundancy systems are described in Section 4.B.2.f.

4. Section 4.B.2.d. Representatives of Cartegraph reviewed the Village's system and advised the Village that its system met Cartegraph's minimum requirements for its software. If that is the case, then why is Cartegraph reluctant to acknowledge that the Village's system meets its minimum requirements?

Section 4.B.2.d:

Since this Master Agreement will be used for multiple GIS Consortium members, Cartegraph cannot acknowledge that every members' environment meets our minimum requirements.

5. Section 4.B.2.f. Cartegraph has agreed to provide a daily back-up of data files and to retain those files for 14 days. Please explain why backed-up data cannot be transmitted to the Village on a routine basis in .bak format for no additional charge.

Section 4.B.2.f:

Cartegraph has agreed to "perform" a full back-up of data files on a daily basis in a hosted environment. To transmit the back-up files from this hosted environment to the customer is a manual process and may be performed on occasion (note: this is a secured hosted environment). To establish this as a routine monthly or daily event becomes a chargeable service. Providing this service at no additional charge breaks GIS Consortium agreements. The customer has requested back-ups as a means to interact with the data; as previously discussed, the suggested, recommended, and easier method of interacting with the Cartegraph database is through an API as already provided in the Purchase Agreement (Advanced Users).

6. Section 4.B.2.h This section requires the Customer to be bound by any third party software agreements between Cartegraph and any third parties. The Village, through its attorney, requested copies of those third party agreements which Cartegraph refused to provide. Is it Cartegraph's position that its customers must agree to be bound by agreements that will not be provided to the customers for review?

Section 4.B.2.h:

Amazon Web Services Terms: <https://aws.amazon.com/service-terms/>

7. Section 5.A. Cartegraph revised the first sentence to read "not properly function as "written". How software is written is significantly different than if it functions as set forth in its specification. Is it Cartegraph's intent in this revision that the software is not required to function as provided in the specifications?

Section 5.A:

Cartegraph revised the wording to "...where the software does not properly function as set forth in its specifications."

8. Section 5.A.2. Cartegraph has rejected the Village's language indicating that Cartegraph will provide a work around if telephone, email or remote access fails to resolve the problem stating that the Support guidelines are in Addendum A. Will Cartegraph agree to the placement of this language in Addendum A? If problems cannot be resolved through telephone, email or remote access, how does Cartegraph propose to solve the problem? What time period must pass before Cartegraph will take additional steps beyond telephone, email or remote access to resolve a problem.

Section 5.A.2:

Cartegraph will not agree to the placement of this language in Addendum A due to the unforeseen complexities of an issue. Guidelines and timeframes have been added to Addendum A.

9. Section 5.C. Cartegraph rejected the Village's language that it could terminate the agreement if an encountered problem could not be rectified. Is there a specific time period that Cartegraph will commit to resolve problems? If Cartegraph cannot resolve a problem, what remedy does Cartegraph suggest that the Village has? Is it Cartegraph's position that if a core feature or software application does not work for a period of time, that the Customer should not be entitled to a credit for down time?

Section 5.C:

Cartegraph has never experienced significant down time. If core functionality is affected, a hotfix is developed and released to resolve the issue until the next full software release within 90 to 180 days.

10. Section 9.E. Section 9F. requires the Village to give Cartegraph at least 90 days notice of intent not to renew. Section E. allows Cartegraph up to a 5% increase of fees each renewal, but does not specify when Cartegraph will provide notice to the Village of any amount of increase. The request to provide such information 120 days prior to the renewal was rejected by Cartegraph due to logistical problems. Will Cartegraph agree to a shorter notice of an intent not to renew (30 days) that will allow the Village to receive the amount of any proposed increase prior to making the decision to renew?

Section 9.E:

Cartegraph will add to the master agreement "Customer will be notified each year by December 31 of any intended price increase."

11. Section 10D. If Cartegraph is in default of the Agreement that it fails to cure, is it Cartegraph's position that the Village's only remedy is termination of the Agreement? The Village is required to pay for Cartegraph's services in advance. Is it Cartegraph's position that it is entitled to keep all advanced payments even though Cartegraph has defaulted under the terms of the Agreement?

Section 10D:

Cartegraph accepts the Village's suggested changes. Master Agreement updated accordingly.

12. Section 10F. This Section appears to indicate that if the Village desires to terminate the agreement, it would be required to pay 80% of the remaining license fees and hosting charges due under the agreement. Is it Cartegraph's position that during the three year agreement, a customer would be required to pay 80% of the remaining three year fees? An additional provision indicates that there will be no cancellation fee due for services not yet performed. Is that statement in conflict with the preceding sentence? Does this statement refer only to fees other than hosting and license fees? How will it be determined the value of the amounts for services not yet performed?

Section 10F:

In a three year agreement the customer would be responsible for 80% of the remainder of the three year agreement for the software subscription and hosting fees only. There will be no cancellation fees for services not yet performed. Customers prefer multi-year agreements.

13. Section 11.A. Is it Cartegraph's position that it will not warrant that its software does not infringe upon any rights of a third party? Does Cartegraph believe that its software may infringe upon a third party's rights?

Section 11.A:

Cartegraph warrants that it has the right to sublicense. See response for 11.D. regarding infringement.

14. Section 11 B. Cartegraph provided responses to the Village's request for proposal. Is it Cartegraph's position that the Village cannot rely upon those responses and that Cartegraph's responses may conflict with or differ from its "published specifications"? Will Cartegraph provide the Village with copies of its "published specification to attach as an exhibit to the agreement? What security does Cartegraph maintain with respect to malware, spyware or virus protection? Will Cartegraph agree to take reasonable security steps to maintain anti-malware anti-spyware and anti-virus protection?

Section 11 B:

The Village of Carol Stream can rely upon the responses in Cartegraph's Request for Proposal and may include them as part of the overall contract package. Since this Master Agreement will cover multiple communities, community-specific specifications are not included in a Master Agreement. System specifications may change from time to time, current specifications can be found at: <http://www.cartegraph.com/campus>. Cartegraph utilizes the most current versions of software and definitions of ESET, OPMANAGER, KEPEFSKY, and AWS tools to monitor for intrusions, malware, spyware, and viruses. Cartegraph maintains an on call team that monitors the health of our environments around the clock.

15. Section 11C. Is it Cartegraph's position that if it cannot remedy conformance to the specifications, it is at total discretion as to whether it will provide a refund to the Customer and to what extent a refund will be provided?

Section 11C:

Cartegraph leaves the door open for a refund if there is substantial non-conformance.

16. Section 11D. Will Cartegraph agree to add the phrase "Except as provided herein" in the beginning of this Section? Please also explain why Cartegraph excludes any warranty for non-infringement. Does Cartegraph have a concern that its software infringes on the rights of other parties?

Section 11D:

Cartegraph is agreeable to adding "Except as expressly provided in this Agreement, " to the beginning of Section 11D. (Section 11D updated)

Language disclaiming noninfringement of software is typical in this context and something we include in all of our agreements. Cartegraph has already agreed to indemnify the customer from infringement claims but we can't warrant to the customer that there is no infringement because it's always possible that there could be infringement that we are not aware of and there is no way for us to search to determine definitively that no infringement exists.

17. Section 11F. Please explain why Cartegraph believes that this section does not conflict with the indemnification provisions of Sections 12 and 17.

Section 11F:

Cartegraph is willing to add to the beginning of Section 11F the same language as above, which is "Except as expressly provided in this Agreement, ". (Section 11F updated.)

18. Section 12 B. Please explain the insurance coverage Cartegraph carries with respect to copyright infringement.

19. Section 16.B. and C. Cartegraph desires the right to injunctive relief for breach of confidential information. Please explain why Cartegraph will not provide those same rights to the Village with respect to its confidential information.

Section 16.B:

Change Accepted (Master Agreement updated)

20. Section 18. Please explain how Cartegraph can legally bind a third party licensor to indemnify a Customer. Is it Cartegraph's position that it no longer would be required to indemnify the Customer for any copyright infringement claims if it simply removes the infringing product and provides a Customer refund, without any settlement or dismissal of the infringement suit?

Section 18:

Section 18 says that Cartegraph OR a Third Party Licensor will defend any action for infringement and does not purport to bind any Third Party Licensor to provide indemnification since no Third Party Licensor is a party to the agreement. Any indemnification provided by a Third Party Licensor would be governed by the agreement between Cartegraph and such Third Party Licensor.

There is no language in the third sentence of Section 18A, which we presume is the sentence you're referring to, that says the replacement of a product or removal of a component and a refund would be the sole remedy of the customer in the case of infringement. The language in the first two sentences of Section 18A would still apply in this case.

21. Section 19.K. (new) Please explain why Cartegraph will not agree that it's pricing to the Village will be at a cost that will be at least equal to the costs of other customers within Illinois. Please state if it is Cartegraph's position to provide differing costs to members of the GIS Consortium. Please state if it is Cartegraph's position to provide licensing and services for prices less than quoted the Village.

Section 19.K:

Our pricing may vary from customer to customer based on their population, number of users, what they purchase, and how much they purchase. So pricing will vary. All members of the consortium will receive the same price structure. But if some member purchase more products than others, they may receive additional discounts. So yes, it is possible someone receives better pricing than the Village because of their population, number of users, and what they are purchasing.

Addendum A. – Software Products.

1. Section 1. (our revised d.) Please explain why Cartegraph rejected the inclusion of language indicating that Cartegraph will provide copyrighted data patches, upgrades to software, new releases or versions when necessary to resolve problems. Cartegraph has agreed to this language in Section 5.A.3. of the Master Agreement.

Section 1:

Because it is in the Master Agreement Section 5.A.3.

2. Section 1. (Cartegraph revised d.) Please explain the services Cartegraph will provide the Village if the support services listed within the guidelines do not resolve an encountered problem.

Section 1:

If the item is an issue, we would provide a hotfix or fix in the next release. If the item is a design change, that would be up to Products to address in a future version.

3. Section 1 Guidelines. Please explain what constitutes a "down system" and a "dire situation" within the high severity level. If a major system function or application is not operational does that constitute a "dire situation" or a "down system"? Please explain what constitutes an "important issue" in the normal security level. Please explain Cartegraph's definition of a minor issue. Cartegraph represents that resolution of problems are completed in the time represented in 95% of cases.

Section 1:

System down or other dire situation means that no one can access the system or one of the core features is not operational to all users; Important Issue is when one of the core features is not operational to some users; Minor issue is when one of the ancillary functions is unavailable to one or minimal number of users.

3. Section 2. If during the term of the Agreement between the Village and Cartegraph, Cartegraph issues an upgrade or upgraded version of the software, is it Cartegraph's position that the Village will be required to pay an additional license fee for the updated Software? If Cartegraph issues new software during the term of the license agreement, will the Village be required to pay an additional fee for that new software during the term of the license agreement? Does Cartegraph provide routine upgrades to its software and how are those upgrades handled?

Section 2:

Customer may be required to pay for additional software that is added in a release that is NOT part of their existing subscription fees. Cartegraph does provide new releases/upgrades to its software 2-3 times a year. If the customer is

hosted, Cartegraph will apply those new releases/upgrades to the customer's system with a "notice of upgrade" sent in advance.

Purchase Agreement

1. Year One costs include two fixed fee services under Field Services with both labeled Implementation Services. Please explain the difference between each of the Implementation Services listed.

Implementation Services are broken into Phase I and Phase II

2. There is no definition of Field Services within the Master Agreement or the Purchase Agreement. What services do Field Services entail? Shouldn't the term Field Services be defined or refined to specify the actual services being rendered?

Field Services is the term used to represent the Cartegraph's effort of deploying the software per Scope of Work. Field Services consist of consultation, configuration, training, and go live support. Field Services are defined in Addendum B - Field Services.

3. There are no amounts for Field Services within years two or three. Will no Field Services be performed during those years?

All the services listed in this contract is expected to be completed in year 1. The client will determine if they want additional services year 2 or year 3 that are not included in this contract. If they do, a separate Purchase Agreement would be used.

We believe that it is in both parties best interests to have an agreement that clearly sets forth the understandings of both the Village and Cartegraph so that there are no surprises or disagreements. Based upon Cartegraph's responses, we can work toward mutually acceptable contract provisions.

Thank you for your assistance.

Jim Rhodes

From: Damon Seys [<mailto:DamonSeys@cartegraph.com>]
Sent: Wednesday, January 11, 2017 5:52 PM
To: Jim Knudsen; James A. Rhodes
Cc: Phil Modaff; Linda Mehring; Marc A.Talavera
Subject: RE: Purchase & Master Agreement review comments for Carol Stream

Jim,
Attached are our responses to James Rhodes' comments regarding the Master Agreement, Purchase Agreement, and Addendums. Upon approval, we will prepare final documents for your Jan 16th Council Meeting.

I'll touch base with you to go over the comments.

Thank you,
Damon

From: Damon Seys
Sent: Tuesday, January 10, 2017 3:48 PM
To: 'Jim Knudsen' <JKNUDSEN@carolstream.org>; Marc A.Talavera <mtalavera@carolstream.org>
Cc: Phil Modaff <pmodaff@carolstream.org>
Subject: RE: Purchase & Master Agreement review comments for Carol Stream

Hi Marc,

I wanted to follow-up my voicemail to provide contact information and address any concerns regarding access to the Cartegraph data.

Are you available tomorrow (Jan 11) at 8:30 AM to discuss IT's data needs and access options to the Cartegraph data?

Thank you,
Damon

Damon Seys

Enterprise Sales Executive

Cartegraph

The Operations Management System.

800 688.2656 x 5267 Phone

309 269.7397 Mobile

From: Jim Knudsen [<mailto:JKNUDSEN@carolstream.org>]
Sent: Tuesday, January 10, 2017 1:23 PM
To: Marc A.Talavera <mtalavera@carolstream.org>
Cc: Damon Seys <DamonSeys@cartegraph.com>; Phil Modaff <pmodaff@carolstream.org>
Subject: RE: Purchase & Master Agreement review comments for Carol Stream

Damon will be contacting you probably this afternoon or early tomorrow. He had questions and suggestions for solutions to our data access issue that I think you were far better suited to answer or determine if they meet our needs. Please let me know how the conversation turns out.

James Knudsen

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

Telephone: (630) 871-6220

Fax: (630) 665-1064

Email: jknudsen@carolstream.org

From: Jim Knudsen
Sent: Tuesday, January 10, 2017 9:29 AM
To: 'Damon Seys' <DamonSeys@cartegraph.com>
Cc: James A. Rhodes <JARhodes@KTJLAW.com>; Phil Modaff <pmodaff@carolstream.org>; Marc A.Talavera

<mtalavera@carolstream.org>; Linda Mehring <lmehring@carolstream.org>

Subject: RE: Purchase & Master Agreement review comments for Carol Stream

We recognize on-premise can be done, but it will be very expensive and require more ongoing maintenance for us. This is one of the main reasons for hosting in the cloud. It is our preference to utilize cloud hosting, but not be assessed an annual fee. We understand there is work that is required for the initial set up which we would be willing to pay for a reasonable costs, but after that the downloads should be incidental to the contract.

James Knudsen

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

Telephone: (630) 871-6220

Fax: (630) 665-1064

Email: jknudsen@carolstream.org

From: Damon Seys [<mailto:DamonSeys@cartegraph.com>]

Sent: Tuesday, January 10, 2017 8:59 AM

To: Jim Knudsen <JKNUDSEN@carolstream.org>

Cc: James A. Rhodes <JARhodes@KTJLAW.com>; Phil Modaff <pmodaff@carolstream.org>; Marc A.Talavera <mtalavera@carolstream.org>; Linda Mehring <lmehring@carolstream.org>

Subject: RE: Purchase & Master Agreement review comments for Carol Stream

Jim,

Legal review is complete. Several of the items we will need to discuss, specifically regarding the Master Agreement. Purchase Agreement and Addendums have minor comments. In regards to the Council meeting next week, the Purchase Agreement and Addendums will be ready pending hosted or on-premise decision. The Master Agreement will take further discussions.

I will formalize the response comments and send out to the group.

Let me know if Carol Stream wants to go with an on-premise deployment and I will have the Purchase Agreement updated.

Thank you,
Damon

From: Damon Seys

Sent: Monday, January 09, 2017 10:50 AM

To: 'Jim Knudsen' <JKNUDSEN@carolstream.org>

Cc: James A. Rhodes <JARhodes@KTJLAW.com>; Phil Modaff <pmodaff@carolstream.org>; Marc A.Talavera <mtalavera@carolstream.org>; Linda Mehring <lmehring@carolstream.org>

Subject: RE: Purchase & Master Agreement review comments for Carol Stream

Hi Jim,

We should consider an on-premise deployment. This will provide the desired back-end access to the database as-needed. Our technical staff will work with your IT department to establish an on-premise installation during implementation. The database and Cartegraph OMS service will be on your servers. Many of our clients have an on-premise deployment without issue.

Below is a link to the technical requirements for an on-premise installation of Cartegraph for your IT department.
<http://www.cartegraph.com//campus/?mode=help&view=help&entry=technical-specifications-for-on-premise-deployment-winter-2016>

The reason we limit back-end access to the database in a hosted solution is for security. Amazon Web Services (our hosting partner) only allows Cartegraph technical staff to have that level of security access.

If we go on-premise, you will have complete access to the SQL database and your end-users will not notice any functionality differences.

Let me know if this better serves your needs and I will update the contract and scope to reflect an on-premise deployment.

Thank you,
Damon

p.s. Legal review is still in progress, I expect comments back today.

From: Jim Knudsen [<mailto:JKNUDSEN@carolstream.org>]
Sent: Monday, January 09, 2017 8:45 AM
To: Damon Seys <DamonSeys@cartegraph.com>
Cc: James A. Rhodes <JARhodes@KTJLAW.com>; Phil Modaff <pmodaff@carolstream.org>; Marc A.Talavera <mtalavera@carolstream.org>; Linda Mehring <lmehring@carolstream.org>
Subject: RE: Purchase & Master Agreement review comments for Carol Stream

Thanks Damon for getting back to me quickly on the issue of having access to our data. A monthly back-up isn't the most accessible way to utilize our data as other competitors allow access to the back end, but we could probably manage without back-end access. I understand there may be some initial cost to set up a process for us to gain access to our data via a monthly back-up, but after that this should be an automated process involving minimal if any effort on Cartegraph. We request there would be no annual fee for this service. Jim Rhodes had previously written this into the agreements. Have your attorneys had a chance to review the revised documents from Jim? We would really like to get this on our agenda for next Monday's Board meeting for their approval. The next meeting isn't until February 6th.

James Knudsen

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

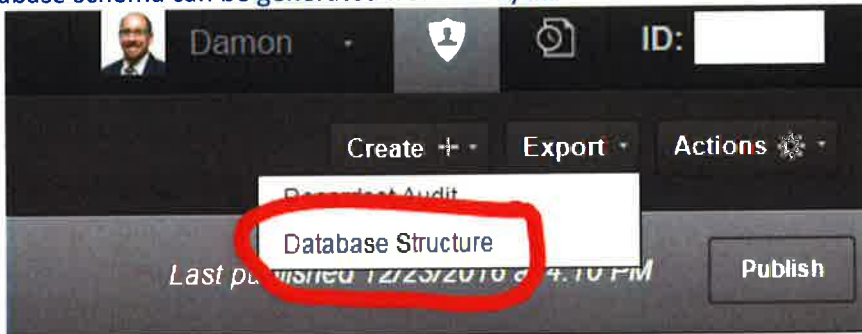
Telephone: (630) 871-6220
Fax: (630) 665-1064
Email: jknudsen@carolstream.org

From: Damon Seys [<mailto:DamonSeys@cartegraph.com>]
Sent: Thursday, January 5, 2017 2:16 PM
To: Jim Knudsen <JKNUDSEN@carolstream.org>
Cc: James A. Rhodes <JARhodes@KTJLAW.com>; Phil Modaff <pmodaff@carolstream.org>; Marc A.Talavera

<mtalavera@carolstream.org>; Linda Mehring <lmehring@carolstream.org>

Subject: RE: Purchase & Master Agreement review comments for Carol Stream

- 1) The API is included with the Advanced User Tools
- 2) A monthly back-up (SQL *.bak format) and delivery via ftp of the Cartegraph database on a monthly basis: \$2,500 annual
- 3) The database schema can be generated from the system's front-end



a.

Hope that helps Jim, let me know if you have any further questions.

Take Care,
Damon

From: Jim Knudsen [<mailto:JKNUDSEN@carolstream.org>]

Sent: Thursday, January 05, 2017 10:21 AM

To: Damon Seys <DamonSeys@cartegraph.com>

Cc: James A. Rhodes <JARhodes@KTJLAW.com>; Phil Modaff <pmodaff@carolstream.org>; Marc A.Talavera <mtalavera@carolstream.org>; Linda Mehring <lmehring@carolstream.org>

Subject: RE: Purchase & Master Agreement review comments for Carol Stream

Can you provide more detail:

- 1) *Are there any costs associated with this API? Or is it included with the advanced user tools.*
- 2) *What would the costs be to get a back-up of the database and in what format would it be provided? Assume a frequency of once a month.*
- 3) *Would they provide a database schema?*

James Knudsen

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

Telephone: (630) 871-6220

Fax: (630) 665-1064

Email: jknudsen@carolstream.org

From: Damon Seys [<mailto:DamonSeys@cartegraph.com>]

Sent: Wednesday, January 4, 2017 6:00 PM

To: Jim Knudsen <JKNUDSEN@carolstream.org>

Cc: James A. Rhodes <JARhodes@KTJLAW.com>; Phil Modaff <pmodaff@carolstream.org>; Marc A.Talavera

<mtalavera@carolstream.org>; Linda Mehring <lmehring@carolstream.org>

Subject: RE: Purchase & Master Agreement review comments for Carol Stream

Jim,

Our hosted solution does not allow for direct live access to the SQL database. We can provide a SQL backup of the database upon request (fees may apply depending on the frequency). We do not recommend interacting directly w/ the back-end of our SQL Database, rather utilize our API for integration with your other enterprise systems. The Advanced User Tools listed in the Purchase Agreement allow for your developers to build 'business intelligence solutions' integrations with the Cartegraph database via the API. (API interaction is available in a hosted and on-premise solution and is the recommended form of integration)

In addition, you have the ability to export (or import) your data at any time via Import/Export. You determine the data and fields typically in some sort of a delimited file format.

To answer your question "Can we easily access the Cartegraph SQL Database anytime we want?" The short answer is; No, not in a hosted environment. That would be a call to Cartegraph.

To have this level of access to the Cartegraph SQL database, Carol Stream would need to host the Cartegraph system themselves on-premise. Several of our clients have on-premise installations. Our IT staff would work with your staff during implementation to set this up.

Some of the contract language will need to change and Carol Stream will be fully responsible for database backups, firewalls, security, etc... Any customization or changes to the back-end of the Cartegraph SQL Database will void any warranties.

Here is a link to a document that explores other pros/cons of Hosted vs. On-Premise

<http://www.cartegraph.com/campus/?mode=help&view=help&search=hosted&entry=hosted-vs.-on-premise-a-cost-comparison>

This may be a little more than you were asking for, but best to revisit the options out there so you are informed.

The current contract is for a hosted solution as requested, we can adjust the contract and establish an on-premise deployment. Either way works, the end-user still accesses the system the same way and Carol Stream still owns the data.

Let me know if you would like to change the contract to an on-premise deployment.

Thank you,
Damon

Damon Seys

Enterprise Sales Executive

Cartegraph

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309 269.7397 Mobile

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From: Jim Knudsen [<mailto:JKNUDSEN@carolstream.org>]
Sent: Wednesday, January 04, 2017 12:46 PM
To: Damon Seys <DamonSeys@cartegraph.com>
Cc: James A. Rhodes <JARhodes@KTJLAW.com>; Phil Modaff <pmodaff@carolstream.org>; Marc A.Talavera <mtalavera@carolstream.org>; Linda Mehring <lmehring@carolstream.org>
Subject: RE: Purchase & Master Agreement review comments for Carol Stream

One very important issue that we wanted addressed in the agreement was if, when and how we can have access to our data. It is our desire to have full and easy access to data so we can create business intelligence solutions with our other enterprise systems (Laserfiche, Munis, SharePoint, LAMA – for development, code enforcement and permitting, etc.) as well as to our local databases. Do we have access through the backend? Can we easily access the Cartegraph SQL database anytime we want? Who is the best person on your staff that we can discuss this with?

James Knudsen

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

Telephone: (630) 871-6220
Fax: (630) 665-1064
Email: jknudsen@carolstream.org

From: Damon Seys [<mailto:DamonSeys@cartegraph.com>]
Sent: Wednesday, January 4, 2017 9:44 AM
To: James A. Rhodes <JARhodes@KTJLAW.com>
Cc: Jim Knudsen <JKNUDSEN@carolstream.org>
Subject: RE: Purchase & Master Agreement review comments for Carol Stream

UPDATE:

Good Morning Gentlemen and Happy New Year,
I wanted to provide a quick update, the requested changes to our contract are still under legal review. I will let you know when complete.

Hope everyone had a great holiday break!

Thank you,

Damon

From: James A. Rhodes [<mailto:JARhodes@KTJLAW.com>]
Sent: Wednesday, December 28, 2016 2:03 PM
To: Damon Seys <DamonSeys@cartegraph.com>
Cc: Jim Knudsen (JKNUDSEN@carolstream.org) <JKNUDSEN@carolstream.org>
Subject: RE: Purchase & Master Agreement review comments for Carol Stream

Attached you will find my revisions to Addendum A and Addendum B and the Appendices.

Jim Rhodes

From: Damon Seys [<mailto:DamonSeys@cartegraph.com>]
Sent: Wednesday, December 28, 2016 1:35 PM
To: James A. Rhodes
Cc: Jim Knudsen (JKNUDSEN@carolstream.org)
Subject: RE: Purchase & Master Agreement review comments for Carol Stream

Addendum A: Software Products in Word format

From: Damon Seys
Sent: Wednesday, December 28, 2016 12:58 PM
To: 'James A. Rhodes' <JARhodes@KTJLAW.com>
Cc: Jim Knudsen (JKNUDSEN@carolstream.org) <JKNUDSEN@carolstream.org>
Subject: RE: Purchase & Master Agreement review comments for Carol Stream

Jim,
Attached is Addendum B: Field Services which contain Appendices A, B, and C.

I'm waiting to receive Addendum A in Word format.

Have a great day,
Damon

From: James A. Rhodes [<mailto:JARhodes@KTJLAW.com>]
Sent: Tuesday, December 27, 2016 3:09 PM
To: Damon Seys <DamonSeys@cartegraph.com>
Cc: Jim Knudsen (JKNUDSEN@carolstream.org) <JKNUDSEN@carolstream.org>
Subject: RE: Purchase & Master Agreement review comments for Carol Stream

Damon

I am finishing up my revisions to the Master Agreement and the Purchase Agreement, however I do not have any of the Appendices or Addenda in word format. Please sent those to me as there are some revisions to those documents that must be made as well. Also, I note that the document sent contained an Appendix A and C but no B. Is there an Appendix B that should be added? if so, please send along. Upon receipt I can complete my revisions and get them to you.

Jim Rhodes

From: Damon Seys [<mailto:DamonSeys@cartegraph.com>]
Sent: Thursday, December 22, 2016 9:41 PM
To: Jim Knudsen; James A. Rhodes
Subject: RE: Purchase & Master Agreement review comments for Carol Stream

Jim,
This is a very well thought out implementation strategy. I commend you and the Consortium for your diligence. Once we get the legal aspects of the Agreements worked out, it will benefit everyone as a whole. I appreciate all you hard work and dedication to this project.

All the best,
~Damon

From: Jim Knudsen [<mailto:JKNUDSEN@carolstream.org>]
Sent: Tuesday, December 20, 2016 4:20 PM
To: Damon Seys <DamonSeys@cartegraph.com>; James A. Rhodes <JARhodes@KTJLAW.com>
Subject: RE: Purchase & Master Agreement review comments for Carol Stream

Jim is diligently working on the Agreements. I just provided him with information on the evaluation of your program as well as the others that we looked at. In addition I provided him with the brochures that Cartegraph prepared for the Consortium as well as an explanation of how, when and which of the domains and assets types were being installed. Our emphasis is on a strong initial implementation program with a lot of training. It is our hope that the Village would be capable of implementing many of the other asset types in years two and three with Cartegraph assisting in the integration of 3rd party programs to be scoped out at a future date but budget now. If you can reply to his questions it would be greatly appreciated.

James Knudsen

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

Telephone: (630) 871-6220
Fax: (630) 665-1064
Email: jknudsen@carolstream.org

From: Damon Seys [<mailto:DamonSeys@cartegraph.com>]
Sent: Tuesday, December 20, 2016 10:37 AM
To: Jim Knudsen <JKNUDSEN@carolstream.org>; James A. Rhodes <JARhodes@KTJLAW.com>
Subject: Purchase & Master Agreement review comments for Carol Stream

Hi Jim and Jim,
To keep us on track for a Jan 3 Council meeting, I assume we will need the complete package ready for agenda by Wed Dec 28. With that said, when can we anticipate comments regarding the Purchase Agreement and specific comments regarding the Master Agreement?

Thank you,

Damon Seys

Enterprise Sales Executive

Cartegraph

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563 556.8149 Fax


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Village of Carol Stream
Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager
FROM: Ann Delort, Secretary 
DATE: January 25, 2017
RE: Raffle License Application
Carl Sandburg Elementary School

The Carl Sandburg Elementary School PTA is having a Trivia Night-Silent Auction fundraiser on Saturday, March 4, 2017 from 4:00 pm – 11:00 pm at the American Legion Post 76 in Carol Stream. The raffle will benefit educational programs and services for the students of Carl Sandburg Elementary School. Raffle tickets will be sold for \$1.00 each.

They have requested a waiver of all fees as indicated in the attached letter request. The raffle license application and required documentation is on file in the Village Clerk's office for your review.

Please place this item on the agenda for review and approval by the Village Board of Trustees during the Monday, February 6, 2017 Board meeting.

Thank you.

Attachment

Sandburg Elementary School

1345 Jewell Road • Wheaton, Illinois 60187
Phone: (630) 682-2105 Fax: (630) 682-2350

January 20, 2017

To whom it may concern:

As one of the members of the Sandburg Elementary School Trivia Night/ Silent Auction Committee, I am seeking the waived fee for our Raffle License from the Village of Carol Stream. Trivia Night will be held on Saturday, March 4th 2017. This event helps support the educational programs and services for the students of Sandburg Elementary School through the Sandburg PTA such as technology for classrooms, field trips to enhance classroom learning and family reading nights. We appreciate your past support and hope you can partner with us again to make Trivia Night a huge success!

The event, at the American Legion Hall, will draw Sandburg families from Wheaton, Winfield and Carol Stream.

Please feel free to contact me directly or through the school with any questions.

Sincerely,

Patricia Boone
Trivia Night Committee
630-809-4319
Boone353@att.net

Sandburg Elementary School PTA
1345 Jewell Road
Wheaton, IL 60187
630-682-2105
Federal Tax ID# 36-3603340

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**Village of Carol Stream
Schedule of Bills
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AGENDA ITEM
2-1 2-6-17

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
ACCESS ONE					
PHONE SRV JAN/2017	3,480.71	01590000-52230	TELEPHONE	2084932 1/1/17	
	<u>3,480.71</u>				
ACCURATE OFFICE SUPPLY CO					
TONER CARTRIDGE- CASHIER	173.45	01610100-53317	OPERATING SUPPLIES	392780	
	<u>173.45</u>				
ADS LLOC					
LEAK DETECTON	500.00	04201600-52244	MAINTENANCE & REPAIR	35103.31-0117h	
	<u>500.00</u>				
AJD CONCRETE CONSTRUCTION CORP					
SNOW PILOT RMVL PRGRM 1/10/17	945.00	01670200-52266	SNOW REMOVAL	2016-0444	
SNOW RMVL PILOT PRGRM 1/12/17	990.00	01670200-52266	SNOW REMOVAL	2016-0445	
SNOW RMVL PILOT PRGRM 1/26/17	550.00	01670200-52266	SNOW REMOVAL	2016-0446	
	<u>2,485.00</u>				
ASSOCIATION OF POLICE SOCIAL WORKERS					
M THOMAS, E MOLLOY & K MCNAMARA DUES	140.00	01662500-52234	DUES & SUBSCRIPTIONS	APSW2017	
	<u>140.00</u>				
AUTO TRUCK GROUP					
UPFIT FOR SOU DODGE CHRGR #660	4,327.11	01662700-52244	MAINTENANCE & REPAIR	1431209	
UPFIT FOR SOU DODGE CHRGR #660	7,022.89	01664700-53350	SMALL EQUIPMENT EXPENSE	1431209	
	<u>11,350.00</u>				
B & F CONSTRUCTION CODE SERVICES, INC					
PLUMBING INSP'S DECEMBER/2016	959.20	01643700-52253	CONSULTANT	45695	
	<u>959.20</u>				

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BAXTER & WOODMAN INC					
WRC NPDES COMPL STUDIES-12/11/16-1/14/17	7,133.75	04101100-52253	CONSULTANT	0190363	20170006
WTR MODEL FOR REDEVELOPMENT	90.00	04201600-52253	CONSULTANT	0190364	
	<u>7,223.75</u>				
BOLLINGER LACH & ASSOCIATES					
KEHOE STRM BNK STABILIZATION	5,471.00	11740000-55488	STORMWATER UTILITIES	18201	20170030
	<u>5,471.00</u>				
BROWN & ROOT INDUSTRIAL SERVICES LLC					
WELLHOUSE ROOF REPAIR (FINAL)	11,000.00	04201600-52244	MAINTENANCE & REPAIR	1612J0358502DO0063	20170026
WELLHOUSE ROOF REPAIR (FINAL)	134,967.28	01670400-52244	MAINTENANCE & REPAIR	1612J0358502DO0063	20170026
	<u>145,967.28</u>				
CANON SOLUTIONS AMERICA					
COPIER MTC THRU MAR 24TH	2,625.55	01652800-52226	OFFICE EQUIPMENT MAINTENANCE	4021142667	
	<u>2,625.55</u>				
CDW GOVERNMENT INC					
1ST OF 3 YR AGR MICROSOFT SOFTWARE	30,110.57	01652800-52255	SOFTWARE MAINTENANCE	GLX1934	
	<u>30,110.57</u>				
CH2MHILL OMI					
1ST YR OF 10YR CONTRACT WRC-MARCH	136,667.75	04101100-52262	WRC CONTRACT	17270	20170010
	<u>136,667.75</u>				
CHRISTOPHER B BURKE ENGR LTD					
PROF SRV'S FRM 11/27 -12/31 DERMODY PROP	9,208.10	01620600-52253	CONSULTANT	133980	
PROF SRV'S FRM 11/27 -12/31 MERCEDES DR	734.50	01620600-52253	CONSULTANT	133979	
PROF SRV'S FRM 11/27- 12/31 S&S INTN'L	97.16	01620600-52253	CONSULTANT	133981	
	<u>10,039.76</u>				

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COMED					
1 N END THORNHILL TRL	81.15	01670300-53213	STREET LIGHT ELECTRICITY	6337409002 01/20/17	
100 DELLA CT	24.72	01670300-53213	STREET LIGHT ELECTRICITY	1083101009 01/11/17	
1015 LIES RD	93.61	04201600-53210	ELECTRICITY	2514004009 01/19/17	
1025 LIES RD	373.07	01670300-53213	STREET LIGHT ELECTRICITY	6213120002 01/19/17	
106 GOLDENHILL AERATOR	31.66	01670600-53210	ELECTRICITY	2127117053 1/25/17	
110 E ST CHARLES RD	32.46	01670600-53210	ELECTRICITY	6827721000 1/10/17	
1128 EVERGREEN TRL	75.65	04101500-53210	ELECTRICITY	0291093117 01/23/17	
1348 CHARGER CT	473.49	04101500-53210	ELECTRICITY	2496057000 01/19/17	
1348 CHARGER CT	665.36	04101500-53210	ELECTRICITY	2496057000 12/20/16	
1350 TALL OAKS DR	53.76	04101500-53210	ELECTRICITY	2073133107 1/20/17	
1415 MAPLE RIDGE CT	31.66	01670600-53210	ELECTRICITY	5838596003 01/23/17	
192 YUMA LN	40.82	01670300-53213	STREET LIGHT ELECTRICITY	0501137042 01/20/17	
192 YUMA LN	111.51	01670300-53213	STREET LIGHT ELECTRICITY	0501137042 01/26/17	
301 ANTELOPE TRL	86.20	01670300-53213	STREET LIGHT ELECTRICITY	0801065136 01/20/17	
333 FULLERTON AVE	1,438.64	04201600-53210	ELECTRICITY	0300009027 01/20/17	
391 FLINT TRL	68.95	01670300-53213	STREET LIGHT ELECTRICITY	2207156029 01/20/17	
391 ILLINI DR	154.34	01670600-53210	ELECTRICITY	4430145023 01/20/17	
401 TOMAHAWK CT	62.70	01670300-53213	STREET LIGHT ELECTRICITY	0723076266 01/20/17	
401 TOMAHAWK CT	174.30	01670300-53213	STREET LIGHT ELECTRICITY	0723076266 1/26/17	
403 SIOUX LN	32.82	01670300-53213	STREET LIGHT ELECTRICITY	1353117013 01/23/17	
451 SILVERLEAF BLVD	56.37	01670300-53213	STREET LIGHT ELECTRICITY	0030086009 01/20/17	
491 CHEYENNE TRL	32.44	01670300-53213	STREET LIGHT ELECTRICITY	6597112015 01/23/17	
500 N GARY -CONTROLLER	101.42	01670300-53213	STREET LIGHT ELECTRICITY	6675448009 01/20/17	
506 CHEROKEE CT	64.38	01670300-53213	STREET LIGHT ELECTRICITY	31563036011 01/20/17	
512 CANYON TRL	29.96	01670300-53213	STREET LIGHT ELECTRICITY	1043062112 01/23/17	
594 NEZ PERCE CT	96.35	01670300-53213	STREET LIGHT ELECTRICITY	0975048036 01/23/17	
633 THUNDERBIRD TRL	116.22	01670300-53213	STREET LIGHT ELECTRICITY	0455095075 01/20/17	
633 THUNDERBIRD TRL	338.02	01670300-53213	STREET LIGHT ELECTRICITY	0455095075 01/26/17	
786 PAWNEE DR	77.20	01670300-53213	STREET LIGHT ELECTRICITY	2264121040 1/20/17	
850 LONGMEADOW DR AERATOR	21.33	01670600-53210	ELECTRICITY	1865134015 01/20/17	

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867 SHENANDOAH DR AERATOR	21.33	01670600-53210	ELECTRICITY	4483019016 01/20/17	
867 SHENANDOAH DR AERATOR-FINAL	2.14	01670600-53210	ELECTRICITY	4483019016 01/23/17	
880 PAPOOSE CT	156.88	01670300-53213	STREET LIGHT ELECTRICITY	0822115042 01/20/17	
990 DEARBORN CIR	78.38	01670300-53213	STREET LIGHT ELECTRICITY	3480136046 01/20/17	
MASTER STREETLIGHT ACCT	1,288.27	01670300-53213	STREET LIGHT ELECTRICITY	5853045025 01/24/17	
RED LIGHT CAMERA	41.08	01662300-52298	ATLE SERVICE FEE	4202129060 1/20/17	
SW MORTON & LIES (MASTER)	201.37	01670300-53213	STREET LIGHT ELECTRICITY	0815164035 01/30/17	
	6,830.01				
CONSTELLATION NEW ENERGY					
124 GERZEVSKE LN	3,581.54	04201600-53210	ELECTRICITY	375245410001	
200 TUBEWAY LIFT STN	516.98	04101500-53210	ELECTRICITY	00373025610001	
300 KUHN RD	3,283.10	04201600-53210	ELECTRICITY	375248610001	
	7,381.62				
CRYSTAL MGMT & MAINTENANCE SRV'S CORP					
CLEANING SRV'S - FEB/17	860.00	01670100-52276	JANITORIAL SERVICES	24315	
CLEANING SRV'S - FEB/17	1,385.00	01680000-52276	JANITORIAL SERVICES	24315	
	2,245.00				
DAVID G BAKER					
VLG BOARD MTG TELECAST 1/17/17	110.00	01590000-52253	CONSULTANT	011717	
	110.00				
DIXON ENGINEERING INC					
TECH SPEC'S & PROJ ADM	1,250.00	04201600-52244	MAINTENANCE & REPAIR	17-1628	
	1,250.00				
DUPAGE COUNTY					
CJIS ACCESS - QTR END 12/31/16	750.00	01662600-52247	DATA PROCESSING	IA 264	
	750.00				

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DUPAGE COUNTY RECORDER					
WEED LIENS - S.E. CORNER OF GARY & LIES	8.00	01580000-52233	RECORDING FEES	201612200222	
	<u>8.00</u>				
DUPAGE SENIOR CITIZEN COUNCIL					
DUPG SENIOR CITIZENS ANNL DONATION	10,000.00	01520000-52274	COMMUNITY SERVICE PROGRAMS	2017 ANNL DONATION	
	<u>10,000.00</u>				
DUPAGE WATER COMMISSION					
WATER PURCH - DEC/2016	494,904.00	04201600-52283	DUPAGE CTY WATER COMMISSION	11598	
	<u>494,904.00</u>				
DUPG COUNTY SENIOR POLICE MGMT					
ZOCHERT,JUNGERS,DEGNAN,COOPER,INCROCCI	175.00	01660100-52234	DUES & SUBSCRIPTIONS	2017 ANNL MEMB	
	<u>175.00</u>				
EDENBROS LLC					
LEAK CORRELATOR	18,033.53	04201600-54412	OTHER EQUIPMENT	1170121344	
	<u>18,033.53</u>				
ENGINEERING RESOURCE ASSOCIATES INC					
KLEIN CREEK STRM BNK STABLIZAT- DEC/16	8,565.90	11740000-55488	STORMWATER UTILITIES	160914.03	20170027
	<u>8,565.90</u>				
FULL LIFE SAFETY CENTER					
REPLACE FIRST AID KITS	328.00	01670100-53317	OPERATING SUPPLIES	35300	
	<u>328.00</u>				
GOVTEMPSUSA LLC					
OFFICE MGR W/E 01/08/17	1,419.20	01590000-52253	CONSULTANT	2166450	
OFFICE MGR W/E 01/15/17	1,419.20	01590000-52253	CONSULTANT	2166451	
	<u>2,838.40</u>				

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H & H ELECTRIC COMPANY					
EMERG ST LIGHT KNOCKDOWN	3,284.54	01670300-52271	STREET LIGHT MAINTENANCE	27247	
	<u>3,284.54</u>				
HAYES MECHANICAL					
FRONT OFFICE HEATER REPAIR	425.66	01670400-52244	MAINTENANCE & REPAIR	382915	
HEAT IN NORTH BARN	252.00	01670400-52244	MAINTENANCE & REPAIR	382850	
HEATER REPAIR	252.00	01670400-52244	MAINTENANCE & REPAIR	382309	
	<u>929.66</u>				
HD SUPPLY WATERWORKS LTD					
LARGE METERS	10,791.00	04201400-53333	NEW METERS	G693717	
RPLMNT WATER METER	2,756.38	04201400-53333	NEW METERS	G555735	20170011
	<u>13,547.38</u>				
I P E L R A					
REBHOLZ, VAN DYKE, MELLOR, JUNGERS REGIS	195.00	01590000-52223	TRAINING	SEMINAR 3/3/17	
REBHOLZ, VAN DYKE, MELLOR, JUNGERS REGIS	195.00	01660100-52223	TRAINING	SEMINAR 3/3/17	
REBHOLZ, VAN DYKE, MELLOR, JUNGERS REGIS	390.00	01600000-52223	TRAINING	SEMINAR 3/3/17	
	<u>780.00</u>				
ILL ASSN OF PROPERTY & EVIDENCE MGRS					
2017 MEMBERSHIP DUES- B COOPER	35.00	01660100-52234	DUES & SUBSCRIPTIONS	10135	
	<u>35.00</u>				
ILLINOIS POWER MARKETING					
300 BENNETT DR - LIGHTS	3,029.54	01670300-53213	STREET LIGHT ELECTRICITY	105438417011	
	<u>3,029.54</u>				

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JULIE INC					
LOCATES FOR THE 1ST QTR/2017	411.90	01670600-52272	PROPERTY MAINTENANCE	20170371 1ST QTR/17	
LOCATES FOR THE 1ST QTR/2017	411.91	01670300-52272	PROPERTY MAINTENANCE	20170371 1ST QTR/17	
LOCATES FOR THE 1ST QTR/2017	411.91	04201600-52272	PROPERTY MAINTENANCE	20170371 1ST QTR/17	
LOCATES FOR THE 1ST QTR/2017	411.91	04101500-52272	PROPERTY MAINTENANCE	20170371 1ST QTR/17	
	<u>1,647.63</u>				
JOHN L FIOTI					
LOCAL PROSECUTION - JAN/17	250.00	01570000-52238	LEGAL FEES	C S 98	
LOCAL PROSECUTION - JAN/17	250.00	01662300-52310	ATLE LEGAL ADJUDICATION	C S 98	
	<u>500.00</u>				
KLEIN, THORPE & JENKINS, LTD					
GENERAL COUNSEL- DEC/16	205.00	21500000-52238	LEGAL FEES	186768 1/6/17	
GENERAL COUNSEL- DEC/16	287.00	04200100-52238	LEGAL FEES	186768 1/6/17	
GENERAL COUNSEL- DEC/16	1,086.50	11740000-55490	VILLAGE HALL RENOVATION	186768 1/6/17	
GENERAL COUNSEL- DEC/16	2,173.00	04100100-52238	LEGAL FEES	186768 1/6/17	
GENERAL COUNSEL- DEC/16	8,108.62	01570000-52238	LEGAL FEES	186768 1/6/17	
	<u>11,860.12</u>				
MEADE ELECTRIC COMPANY INC					
OPTICOM REPAIR- RT#64 & BENNETT	1,390.69	01670300-52350	TRAFFIC SIGNAL MAINTENANCE	675669	
	<u>1,390.69</u>				
MNJ TECHNOLOGIES DIRECT					
18 SURFACE PRO EQUIPMENT	44,987.22	01652800-54413	COMPUTER EQUIPMENT	3488363P	
	<u>44,987.22</u>				
NICOR					
124 GERZEVSKE, ES PAS	137.15	04201600-53210	ELECTRICITY	13811210007 01/09/17	
200 TUBEWAY LIFT STN	25.00	04101500-53210	ELECTRICITY	14309470202 01/26/17	
CHARGER CT	85.71	04101500-53230	NATURAL GAS	86606011178 01/10/17	
	<u>247.86</u>				

**Village of Carol Stream
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NORTHWESTERN UNIVERSITY					
LODGING FOR B CLUEVER 3/12-5/19	4,780.00	01662700-52223	TRAINING	8801	
	<u>4,780.00</u>				
PETTY CASH					
PETTY CASH REIMBURSEMENTS THRU JAN/17	599.51	01-10307	PETTY CASH	REIMB'S THRU JAN/17	
	<u>599.51</u>				
PUSH WELLNESS SOLUTIONS INC					
FLU SHOTS FOR EMPLOYEES	1,350.00	01600000-52340	WELLNESS PROGRAM	160703	
PUSH WELLNESS INCENTIVE -DEC/16	2,649.00	01600000-52340	WELLNESS PROGRAM	160690	
WELLNESS INCENTIVES - JANUARY	2,638.00	01600000-52340	WELLNESS PROGRAM	160713	
	<u>6,637.00</u>				
R & M PRINTING					
CAROL STREAM NAVY BLUE SHIRTS	77.84	01600000-53314	OFFICE SUPPLIES	4760	
CAROL STREAM NAVY BLUE SHIRTS	138.24	01640100-53324	UNIFORMS	4760	
CAROL STREAM NAVY BLUE SHIRTS	217.59	01590000-53324	UNIFORMS	4760	
CAROL STREAM NAVY BLUE SHIRTS	225.04	01610100-53317	OPERATING SUPPLIES	4760	
CAROL STREAM NAVY BLUE SHIRTS	434.72	01622200-53324	UNIFORMS	4760	
CODE ENFR/COM DEV JACKETS & SHIRTS	300.70	01642100-53324	UNIFORMS	4707	
CODE ENFR/COM DEV JACKETS & SHIRTS	508.28	01643700-53324	UNIFORMS	4707	
EMBROIDERY FOR JACKET LINERS	36.00	01643700-53324	UNIFORMS	4761	
	<u>1,938.41</u>				
REFUNDS MISC					
OVRPYMT FOR VEH STK 21752	20.00	01000000-42303	VEHICLE LICENSES	VEH STK 21752	
PD TWICE ON TICKET 235608	20.00	01000000-45402	ORDINANCE FORFEITS	TICKET 235608	
VENDING CO PAID ALREADY	15.00	01000000-42305	VENDING MACHINE LICENSES	REFUND VEND LIC	
	<u>55.00</u>				

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REFUNDS PRESERVATION BONDS					
DRIVEWAY BOND REFUND	300.00	01-24302	ESCROW - GRADING	544 COCHISE PL	
EROSION CONTROL SECURITY REFUND	41,055.00	01-24302	ESCROW - GRADING	365 NORTH AVE	
	<u>41,355.00</u>				
REFUNDS TAX STAMPS					
TAX STP #27735 REFUND	714.00	01000000-41208	REAL ESTATE TRANSFER TAX	517 DANBURY	
	<u>714.00</u>				
REFUNDS W&S FINALS					
755 BILOXIE CT	21.49	04-12110	ACCOUNT RECEIV WATER & SEWER	1036	
W&S FINAL 370 RANDY RD	43.85	04-12110	ACCOUNT RECEIV WATER & SEWER	0721	
W&S REFUND 1191 SARATOGA DR	64.17	04-12110	ACCOUNT RECEIV WATER & SEWER	5953	
	<u>129.51</u>				
REGIONAL TRUCK EQUIPMENT CO					
LIFT GATE FOR TRUCK #61	2,968.00	01670500-54412	OTHER EQUIPMENT	47375	
	<u>2,968.00</u>				
SNI SOLUTIONS					
SALT ORGANIC TREATMENT	6,790.47	01670200-53335	SALT	136854	
	<u>6,790.47</u>				
STEVE PIPER & SONS INC					
CONTRACTED TREE TRIM	311.00	01670700-52268	TREE MAINTENANCE	6343	
CONTRACTED TREE TRIM	2,902.75	01670700-52268	TREE MAINTENANCE	6340	
CONTRACTED TREE TRIMMING	3,809.35	01670700-52268	TREE MAINTENANCE	6342	
	<u>7,023.10</u>				
SUBURBAN LABORATORIES INC					
DISINFECTANT & ROUTINE SAMPLES	1,052.00	04201600-52279	LAB SERVICES	141985	
	<u>1,052.00</u>				

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THEODORE POLYGRAPH SERVICE					
POLICE ASSESSMENT -4 CANDIDATES	600.00	01510000-52228	PERSONNEL HIRING	5532	
	<u>600.00</u>				
TKB ASSOCIATES INC					
COLOR SCANNER - COMM DEV	2,640.00	01652800-54412	OTHER EQUIPMENT	12365	
	<u>2,640.00</u>				
TRANSYSTEMS CORPORATION					
KUHN RD BIKE EXTN-PH I ENGR 11/12/16- 01/13	798.37	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	11-3091759	20170020
PH 1 PRELIMINARY ENGR SRV 12/13/16-01/13/1	4,932.85	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	01-3091781	20170033
PH I -LIES RD BIKE TRL EXTN 11/12/16 -01/13/17	1,389.89	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	11-3091761	20170019
PHASE III CONST SERVICES	1,713.25	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	05-3091775	20170021
WEST BR/FAIR OAKS RD BIKE	5,432.74	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	07-3073734	20170022
	<u>14,267.10</u>				
TRESSLER LLP					
LEGAL SRV'S THRU DEC/16 -ORGANIC SOILS	7,428.50	04100100-52238	LEGAL FEES	378676	
	<u>7,428.50</u>				
U S POSTMASTER					
POSTAGE FOR WTR BILLS JAN/2017	2,165.48	04203100-52229	POSTAGE	INV 1529 013117	
POSTAGE FOR WTR BILLS JAN/2017	2,165.49	04103100-52229	POSTAGE	INV 1529 013117	
	<u>4,330.97</u>				

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VERIZON WIRELESS					
SERV FRM 12/14/16 -01/13/17	19.91	01662500-52230	TELEPHONE	9778696023	
SERV FRM 12/14/16 -01/13/17	62.58	01610100-52230	TELEPHONE	9778696023	
SERV FRM 12/14/16 -01/13/17	62.58	01640100-52230	TELEPHONE	9778696023	
SERV FRM 12/14/16 -01/13/17	62.58	01642100-52230	TELEPHONE	9778696023	
SERV FRM 12/14/16 -01/13/17	62.58	01690100-52230	TELEPHONE	9778696023	
SERV FRM 12/14/16 -01/13/17	82.49	01680000-52230	TELEPHONE	9778696023	
SERV FRM 12/14/16 -01/13/17	100.59	01600000-52230	TELEPHONE	9778696023	
SERV FRM 12/14/16 -01/13/17	115.27	01662400-54413	COMPUTER EQUIPMENT	9778696023	
SERV FRM 12/14/16 -01/13/17	125.16	01643700-52230	TELEPHONE	9778696023	
SERV FRM 12/14/16 -01/13/17	127.50	01662300-52230	TELEPHONE	9778696023	
SERV FRM 12/14/16 -01/13/17	144.21	04101500-52230	TELEPHONE	9778696023	
SERV FRM 12/14/16 -01/13/17	176.61	04200100-52230	TELEPHONE	9778696023	
SERV FRM 12/14/16 -01/13/17	232.53	01590000-52230	TELEPHONE	9778696023	
SERV FRM 12/14/16 -01/13/17	247.47	04201600-52230	TELEPHONE	9778696023	
SERV FRM 12/14/16 -01/13/17	312.90	01662400-52230	TELEPHONE	9778696023	
SERV FRM 12/14/16 -01/13/17	374.34	01652800-52230	TELEPHONE	9778696023	
SERV FRM 12/14/16 -01/13/17	375.48	01664700-52230	TELEPHONE	9778696023	
SERV FRM 12/14/16 -01/13/17	407.31	01620100-52230	TELEPHONE	9778696023	
SERV FRM 12/14/16 -01/13/17	479.98	01670100-52230	TELEPHONE	9778696023	
SERV FRM 12/14/16 -01/13/17	481.67	01660100-52230	TELEPHONE	9778696023	
SERV FRM 12/14/16 -01/13/17	2,003.26	01662700-52230	TELEPHONE	9778696023	
	6,057.00				

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VILLAGE OF CAROL STREAM					
124 GERZEVSKE LN	103.81	01670100-53220	WATER	1176172/20875	
PWKS NORTH GARAGE	439.05	01670100-53220	WATER	1176171/20874	
TC FOUNTAIN BLDG	0.65	01680000-53220	WATER	1176175/20878	
TREATMENT MN CONTROL BLDG	2.27	04101500-53220	WATER	1176168/20871	
TREATMENT PLANT ADM BLDG	174.19	04101500-53220	WATER	1176169/20872	
VILLAGE HALL	261.54	01680000-53220	WATER	1176173/20876	
	981.51				
WEST SIDE TRACTOR SALES					
PARTS	19.84	01696200-53354	PARTS PURCHASED	N46982	
PARTS	74.54	01696200-53354	PARTS PURCHASED	N47107	
PARTS	1,113.13	01696200-53354	PARTS PURCHASED	N46935	
	1,207.51				

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WEX BANK					
MONTHLY WEX FUEL ALLOCATION DEC/16	35.46	01680000-53313	AUTO GAS & OIL	DEC/16 FUEL ALLOC	
MONTHLY WEX FUEL ALLOCATION DEC/16	54.25	01622200-53313	AUTO GAS & OIL	DEC/16 FUEL ALLOC	
MONTHLY WEX FUEL ALLOCATION DEC/16	54.62	01643700-53313	AUTO GAS & OIL	DEC/16 FUEL ALLOC	
MONTHLY WEX FUEL ALLOCATION DEC/16	59.64	04200100-53313	AUTO GAS & OIL	DEC/16 FUEL ALLOC	
MONTHLY WEX FUEL ALLOCATION DEC/16	81.38	01620100-53313	AUTO GAS & OIL	DEC/16 FUEL ALLOC	
MONTHLY WEX FUEL ALLOCATION DEC/16	97.10	01642100-53313	AUTO GAS & OIL	DEC/16 FUEL ALLOC	
MONTHLY WEX FUEL ALLOCATION DEC/16	130.04	01696200-53313	AUTO GAS & OIL	DEC/16 FUEL ALLOC	
MONTHLY WEX FUEL ALLOCATION DEC/16	152.16	04101100-53313	AUTO GAS & OIL	DEC/16 FUEL ALLOC	
MONTHLY WEX FUEL ALLOCATION DEC/16	257.93	04101500-53313	AUTO GAS & OIL	DEC/16 FUEL ALLOC	
MONTHLY WEX FUEL ALLOCATION DEC/16	330.18	01664700-53313	AUTO GAS & OIL	DEC/16 FUEL ALLOC	
MONTHLY WEX FUEL ALLOCATION DEC/16	412.74	01662400-53313	AUTO GAS & OIL	DEC/16 FUEL ALLOC	
MONTHLY WEX FUEL ALLOCATION DEC/16	417.45	04201400-53313	AUTO GAS & OIL	DEC/16 FUEL ALLOC	
MONTHLY WEX FUEL ALLOCATION DEC/16	521.12	01670100-53313	AUTO GAS & OIL	DEC/16 FUEL ALLOC	
MONTHLY WEX FUEL ALLOCATION DEC/16	521.12	01670300-53313	AUTO GAS & OIL	DEC/16 FUEL ALLOC	
MONTHLY WEX FUEL ALLOCATION DEC/16	651.40	01670600-53313	AUTO GAS & OIL	DEC/16 FUEL ALLOC	
MONTHLY WEX FUEL ALLOCATION DEC/16	651.40	01670700-53313	AUTO GAS & OIL	DEC/16 FUEL ALLOC	
MONTHLY WEX FUEL ALLOCATION DEC/16	715.64	04201600-53313	AUTO GAS & OIL	DEC/16 FUEL ALLOC	
MONTHLY WEX FUEL ALLOCATION DEC/16	742.91	01660100-53313	AUTO GAS & OIL	DEC/16 FUEL ALLOC	
MONTHLY WEX FUEL ALLOCATION DEC/16	781.68	01670500-53313	AUTO GAS & OIL	DEC/16 FUEL ALLOC	
MONTHLY WEX FUEL ALLOCATION DEC/16	1,107.37	01670400-53313	AUTO GAS & OIL	DEC/16 FUEL ALLOC	
MONTHLY WEX FUEL ALLOCATION DEC/16	2,279.88	01670200-53313	AUTO GAS & OIL	DEC/16 FUEL ALLOC	
MONTHLY WEX FUEL ALLOCATION DEC/16	6,768.78	01662700-53313	AUTO GAS & OIL	DEC/16 FUEL ALLOC	
	16,824.25				
WHEATON BANK AND TRUST					
WHEATON BANK FEES - DEC/2016	318.70	04103100-52256	BANKING SERVICES	7509063 1/17/17	
WHEATON BANK FEES - DEC/2016	318.70	04203100-52256	BANKING SERVICES	7509063 1/17/17	
WHEATON BANK FEES - DEC/2016	852.83	01610100-52256	BANKING SERVICES	7509063 1/17/17	
	1,490.23				

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WILLIAMS ASSOCIATES ARCHITECTS, LTD					
SCHEMATIC DESIGN PHASE SERV'S- DEC/16	82,281.95	11740000-55490	VILLAGE HALL RENOVATION	0017541	20170024
	<u>82,281.95</u>				
GRAND TOTAL	<u><u>\$1,205,004.14</u></u>				

The preceding list of bills payable totaling \$1,205,004.14 was reviewed and approved for payment.

Approved by:



Joseph Breinig - Village Manager

Date: 2/3/17

Authorized by:

Frank Saverino Sr - Mayor

Laura Czarnecki- Village Clerk

ADDENDUM WARRANTS
Jan 18, 2017 thru Feb 6, 2017

Fund	Check #	Vendor	Description	Amount
General	A C H	Wheaton Bank & Trust	Payroll Jan 2, 2017 thru Jan 15, 2017	527,750.16
Water & Sewer	A C H	Wheaton Bank & Trust	Payroll Jan 2, 2017 thru Jan 15, 2017	50,642.98
General	A C H	Wheaton Bank & Trust	Payroll Jan 16, 2017 thru Jan 29, 2017	546,801.64
Water & Sewer	A C H	Wheaton Bank & Trust	Payroll Jan 16, 2017 thru Jan 29, 2017	<u>48,613.25</u>
				<u>1,173,808.03</u>

Approved this _____ day of _____, 2017

By: _____
 Frank Saverino, Sr - Mayor

 Laura Czarnecki - Village Clerk