

Village of Carol Stream

BOARD MEETING

AGENDA

JANUARY 18, 2021

6:00 P.M.

Village Board meeting is being held virtually to the public until further notice due to the pandemic.

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 December 21, 2020 Village Board Meeting.

C. LISTENING POST:

1. Holiday House Decorating Contest Winners:



Big Snowball – 178 Carriage Drive



Frosty Favorite – 1316 Sheffield Court



Judges Favorite – 802 Thunderbird Trail

2. Addresses from Audience (3 Minutes).

D. PUBLIC HEARINGS:

1. Public Hearing – 27W174 North Avenue and 2N441 County Farm Road. *This Public Hearing is noticed to receive comments on the proposed Annexation Agreement for the properties at 27W174 North Avenue owned by Madeleine Hohe, as Trustee of the Madeleine Hohe Trust, and 2N441 County Farm Road owned by Ray Hohe.*

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. 20-0030 – Badway RE Investments, LLC – 27W371 North Avenue
Plat of Subdivision
RECOMMEND APPROVAL 5-0 WITH 2 MEMBERS ABSENT

G. OLD BUSINESS:

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H. STAFF REPORTS AND RECOMMENDATIONS:

1. 2020 Flexible Pavement Project – Final Payment, Balancing Change Order and Acceptance. *Staff recommends approval of the balancing change order, final payment to Schroeder Asphalt Services, Inc. in the amount of \$61,593.86 and acceptance of the public improvements for the 2020 Flexible Pavement Project.*
2. 2020 Drainage Improvements Project and Clearwater Court Rear Yard Drainage Improvements – Balancing Change Order, Final Payment and Acceptance. *Staff recommends approving change order no. 1 and final payment to Copenhagen Construction, Inc. in the amount of \$223,637.70 and acceptance of the 2020 Drainage Improvements Project and Clearwater Court Rear Yard Drainage Improvements Project.*
3. Motion to Approve a Professional Services Agreement with Geosyntec Consultants, Inc. for professional engineering services to model the hydrologic and hydraulic conditions of the stormwater management facility at the northwest corner of Fullerton Avenue and Kimberly Drive.
4. Recommendation to award a contract extension with Lakeshore Recycling Systems for Street Sweeping Services in the amount of \$77,751.50 for the period of May 1, 2021 through April 30, 2022, pursuant to the provisions of Section 5-8-3(B) and subsection 5-8-14(N) of the Village Code of Ordinances.
5. Recommendation to approve a 6 month extension in the current contract with GovTemps USA, Inc. that staffs an Accounts Clerk position in the Finance Department at a cost of \$1,234.80 per week for the period January 25, 2021 through July 24, 2021.

I. ORDINANCES:

1. Ordinance No. 2021-01-_____ Amending the Carol Stream Code of Ordinances, Chapter 1, Government Organization, Article 5, Rules of Order and Procedure. *Amendments include the change of the starting time for regular meetings of the Board of Trustees from 7:30 p.m. to 6:00 p.m.*

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J. RESOLUTIONS:

1. Resolution No. ____, Motor Fuel Tax Resolution for Maintenance of Streets and Highways by Municipality under the Illinois Highway Code (Section 21-00000-01-GM – 2021 Flexible Pavement Project). *The Illinois Department of Transportation requires a Resolution for Maintenance of Streets and Highways by Municipality under the Illinois Highway Code to use motor fuel tax funds for 2021 Flexible Pavement Project in the amount of \$2,399,645.50.*
2. Resolution No. ____ Authorizing a Plat of Subdivision (Badway RE Investments, LLC/Kyle's Corner Subdivision, 27W371 North Avenue) PIN #01-36-400-026 and 01-36-400-027. *See F.1.a.*
3. Resolution No. ____ Authorizing the Execution of an Inter-Governmental Grant Agreement between the Village of Carol Stream and the State of Illinois, Illinois Protection Agency regarding Klein Creek Stabilization.

K. NEW BUSINESS:

L. PAYMENT OF BILLS:

1. Regular Bills: December 22, 2020 through January 4, 2021.
2. Addendum Warrants: December 22, 2020 through January 4, 2021.
3. Regular Bills: January 5, 2021 through January 18, 2021.
4. Addendum Warrants: January 5, 2021 through January 18, 2021.

M. REPORT OF OFFICERS:

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

Village of Carol Stream

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N. EXECUTIVE SESSION:

O. ADJOURNMENT:

LAST ORDINANCE	2020-12-47	LAST RESOLUTION	3167
NEXT ORDINANCE	2021-01-01	NEXT RESOLUTION	3168

REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES
Hybrid Meeting - In Person and Zoom
Gregory J. Bielawski Municipal Center, 500 N. Gary Avenue,
Carol Stream, DuPage County, IL

December 21, 2020

Mayor Frank Saverino, Sr. called the Regular Meeting of the Board of Trustees to order at 6:00 p.m. and directed Clerk Julia Schwarze to call the roll.

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

Absent: None

Also Present: Village Manager Bob Mellor and Assistant to the Village Manager Tia Messino; called in virtually were Assistant Village Manager Joe Carey and Village Attorney Jim Rhodes

MINUTES:

Trustee Gieser moved and Trustee McCarthy made the second to approve the Minutes of the December 7, 2020 Village Board Meeting. The results of the roll call vote were as follows:

Ayes: 4 Trustees Zalak, LaRocca, Gieser and McCarthy

Abstain: 1 Trustee Frusolone

Absent: 0

The motion passed.

LISTENING POST:

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

PUBLIC HEARINGS: *None*

CONSENT AGENDA:

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

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

Nays: 0

Absent: 0

The motion passed.

Trustee LaRocca moved and Trustee Frusolone 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 Zalak, LaRocca, Gieser, Frusolone and McCarthy

Nays: 0

Absent: 0

The motion passed.

1. #20-0027-My Property Holdings, LLC (Crash Champions)-125 Stark Drive.
2. #20-0028-Grunt Style, LLC-400 E. Fullerton Avenue.
3. Approval to Purchase Eight Patrol Vehicles.
4. Ordinance No. 2020-12-44, 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 (Katwala & Shah, Inc. d/b/a Liquor & Tobacco Depot) and increasing the number of Class C Liquor Licenses from 18 to 19 (Noor & Gurjee, Inc. d/b/a Liquor & Tobacco Depot) located at 570 N. Schmale Road.
5. Ordinance No. 2020-12-45 Approving a Zoning Map Amendment to Rezone Property from the B-2 General Retail District to the B-3 Service District (My Property Holdings, LLC/Crash Champions, 125 Stark Drive).
6. Ordinance No. 2020-12-46 Approving a Special Use Permit for an Auto Repair Storage Garage and Zoning Code Variation (My Property Holdings, LLC/Crash Champions, 125 Stark Drive).
7. Ordinance No. 2020-12-47 Approving a Special Use Permit for Retail Sales in the Industrial District (Grunt Style, LLC, 400 E. Fullerton Avenue).
8. Payment of Addendum Warrant of Bills from December 8, 2020 through December 21, 2020.
9. Treasurer's Report for the month ended November 30, 2020.

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

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

Nays: 0

Absent: 0

The motion passed.

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

#20-0027–My Property Holdings, LLC (Crash Champions)–125 Stark Drive

Special Use Permit for an Auto Repair Storage Garage

Zoning Map Amendment from B-2 to B-3

Setback Variation

Recommend Approval with Conditions 6-0 with 1 Member Abstaining

Fence Code Variation

Gary Avenue Corridor Review

Approved 6-0 with 1 Members Abstaining

Village Board concurred with Plan Commission’s recommendations.

#20-0028-Grunt Style, LLC-400 E. Fullerton Avenue

Special Use Permit for Retail Sales in the Industrial District

Recommend Approval with Conditions 7-0

Village Board concurred with Plan Commission’s recommendations.

Approval to Purchase Eight Patrol Vehicles:

The Village Board approved the purchase of two 2021 Dodge Charger Police Vehicles, two 2021 Dodge Durango Police Vehicles, two 2021 Dodge Ram Police Pickup Trucks and two 2021 Ford Police Utility Vehicles under the Suburban Purchasing Cooperative and their dealers for a total amount of \$249,146.

Ordinance No. 2020-12-44, 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 (Katwala & Shah, Inc. d/b/a Liquor & Tobacco Depot) and increasing the number of Class C Liquor Licenses from 18 to 19 (Noor & Gurjee, Inc. d/b/a Liquor & Tobacco Depot) located at 570 N. Schmale Road:

The Village Board approved a Class C Liquor License to Noor & Gurjee, Inc. d/b/a Liquor and Tobacco Depot located at 570 N. Schmale Road.

Ordinance No. 2020-12-45 Approving a Zoning Map Amendment to Rezone Property from the B-2 General Retail District to the B-3 Service District (My Property Holdings, LLC/Crash Champions, 125 Stark Drive):

The Village Board approved a Zoning Map Amendment to Rezone Property from the B-2 General Retail District to the B-3 Service District (My Property Holdings, LLC/Crash Champions, 125 Stark Drive).

Ordinance No. 2020-12-46 Approving a Special Use Permit for an Auto Repair Storage Garage and Zoning Code Variation (My Property Holdings, LLC/Crash Champions, 125 Stark Drive):

The Village Board approved a Special Use Permit for an Auto Repair Storage Garage and Zoning Code Variation (My Property Holdings, LLC/Crash Champions, 125 Stark Drive).

Ordinance No. 2020-12-47 Approving a Special Use Permit for Retail Sales in the Industrial District (Grunt Style, LLC, 400 E. Fullerton Avenue):

The Village Board approved a Special Use Permit for Retail Sales in the Industrial District (Grunt Style, LLC, 400 E. Fullerton Avenue).

Regular Bills and Addendum Warrant of Bills:

The Village Board approved payment of the Regular Bills dated December 21, 2020 in the amount of \$1,201,517.58. The Village Board approved the payment of Addendum Warrant of Bills from December 8, 2020 thru December 21, 2020 in the amount of \$595,787.65.

Treasurer’s Report:

The Village Board received the Revenue/Expenditure Statements and Balance Sheet for the Month Ended November 30, 2020.

Non-Consent Agenda

Village Trustee Appointment:

Trustee McCarthy moved and Trustee Zalak seconded to concur with the Mayor’s appointment of Thomas Garvey as new Village Trustee to serve the remainder of the Trustee vacancy term.

Ayes: 5 Trustees Zalak, LaRocca, Gieser, McCarthy and Mayor Saverino

Nays: 1 Trustee Frusolone

Absent: 0

The motion passed.

Mayor Saverino swore in Thomas Garvey as Village Trustee.

Report of Officers:

Trustee LaRocca congratulated Mr. Garvey on his appointment as Trustee and wished the residents of Carol Stream happy holidays!

Trustee Gieser congratulated Trustee Garvey, gave an update on the Holiday Lights Decorating Contest and wished all Carol Stream residents happy holidays and a healthy 2021!

Trustee Frusolone welcomed Trustee Garvey to the Board, thanked the Village staff for all their hard work this year and gave a shout out to Tia Messino for putting together the amazing holiday video in less than a day. She recommended continuing the video as an annual tradition. Trustee Frusolone also thanked all the volunteers who made this year's Christmas Sharing Program so successful and wished residents happy holidays and happy New Year!

Trustee Zalak welcomed Mr. Garvey to the Board, congratulated Sergeant Julie Johnson on her retirement and thanked her for her 23 years of service in the Carol Stream Police Department, congratulated the three new officers recently sworn in and announced the upcoming Knights of Columbus Blood Drive at Corpus Christi Church December 29, 2020 from 3-7pm which includes a \$10 gift card and a Covid antibody test.

Trustee McCarthy welcomed Trustee Garvey to the team. He applauded the Social Services department for "steering the ship" on the Christmas Sharing Program and making it a huge success. Trustee McCarthy shared the sad news about his father's passing earlier this year, but positive news that he and his wife will soon be grandparents to twins! He wished everyone a happy holiday and a better 2021.

Village Clerk Schwarze congratulated Trustee Garvey on his appointment, thanked the Board for her own appointment and all the staff who have welcomed and supported her learning. She reported a smooth Consolidated Election process thus far with nominations now closed, wished everyone happy holidays and reminded residents to "Shop Carol Stream!"

Village Manager Mellor congratulated Trustee Garvey, announced municipal closing December 24th and 25th, informed us of today's winter solstice and praised the Board's holiday greetings video as the second-most viewed video in Carol Stream history!

Village Attorney Rhodes congratulated Trustee Garvey, thanked residents for coming together to assist their neighbors in need during this pandemic and wished residents, staff and the Board happy holidays!

**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 11, 2021.***

Chairman Parisi called the Regular Meeting of the Combined Plan Commission/Zoning Board of Appeals to order at 6:00 p.m. and directed Patty Battaglia, Planning and Permitting Assistant, to call the roll.

The results of the roll call vote were:

Present: 5 Commissioners Petella, Tucek, Morris, Meneghini and Chairman Parisi

Absent: 2 Commissioners Battisto and Christopher

Also Present: Tom Farace, Planning and Economic Development Manager; Patty Battaglia, Planning and Permitting Assistant and John A. Badway from Badway RE Investments LLC.

*All persons remotely called in at meeting unless noted otherwise.

Chairman Parisi read a statement regarding conducting the meeting electronically per the Governor's Disaster Proclamation reissued November 13, 2020, and the Governor's Executive Orders. Public comments will be addressed at the appropriate time. Mr. Farace added no emails or public comments have been submitted prior to the meeting.

Chairman Parisi asked for questions or comments pertaining to the declaration. There were none.

MINUTES:

Commissioner Tucek moved and Commissioner Petella seconded the motion to approve the minutes of the Regular Meeting held on December 14, 2020.

The results of the roll call vote were:

Ayes: 5 Commissioners Petella, Tucek, Morris, Meneghini and Chairman Parisi

Nays: 0

Abstain: 0

Absent: 2 Commissioners Battisto and Christopher

The motion passed by unanimous vote.

PUBLIC HEARING:

Chairman Parisi asked for a motion to open the Public Hearing. Commissioner Meneghini moved and Commissioner Tucek seconded the motion.

The results of the roll call vote were:

Ayes: 5 Commissioners Petella, Tucek, Morris, Meneghini and Chairman Parisi

Nays: 0

Abstain: 0

Absent: 2 Commissioner Battisto and Christopher

The motion was passed by unanimous vote.

20-0030- Badway RE Investments LLC / 27W371 North Avenue – Plat of Subdivision

Chairman Parisi swore in John Badway, representative of Badway RE Investments LLC, 27W371 North Avenue, Carol Stream, IL.

Chairman Parisi asked Mr. Badway to give a presentation before taking any questions.

Mr. Badway stated he entered into an agreement to sell the southern adjacent piece of land to David Schonback, who had recorded the plat of subdivision at the DuPage County recorder's office.

Mr. Badway also stated he was unaware the Plat of Subdivision was not approved by the Village of Carol Stream.

Chairman Parisi asked if there were any questions or comments for the petitioner from the public.

Mr. Farace stated there were no comments from the public earlier and there is no one from the public attending the meeting electronically.

Chairman Parisi then asked Mr. Farace to provide a staff report.

Mr. Farace said we are requesting review of a Plat of Subdivision that has already been recorded with DuPage County, but we still want to go through the process for it to be reviewed by Plan Commission and also by Village Board. Also, as indicated by Mr. Badway, in the 2000's there was a proposal to subdivide the property at the southeast corner of North Avenue and Morton into two lots. The proposal was for an office/warehouse to be built on the vacant portion located to the south of a current restaurant on the property. The property was going to be subdivided and a PUD plan was in place and under review. The developer who was going through that process took it upon himself to have the Plat of Subdivision recorded with the County Recorder of Deed's office without going through the Village review and approval process. Mr. Farace reiterated this was not known to Mr. Badway or the Village until several years later.

Mr. Farace stated this will be a plat not signed by Village officials because it has already been recorded with the County, but it is necessary for it to go to Plan Commission and Village Board for review and approval.

Mr. Farace mentioned there are some additional easements that needed to be granted and a separate Plat of Easement has been prepared which will be reviewed by our Village Board.

Mr. Farace stated we recommend the Plan Commission approve the Plat of Subdivision officially for record keeping purposes.

Chairman Parisi asked for questions from the Plan Commission and there were none.

Chairman Parisi asked for a motion to recommend approval for Case No. 20-0030. Commissioner Meneghini moved and Commissioner Tucek seconded the motion with no further discussion.

The results of the roll call vote were:

Ayes: 5 Commissioners Petella, Tucek, Morris, Meneghini and Chairman Parisi

Nays: 0

Abstain: 0

Absent: 2 Commissioners Battisto and Christopher

The motion was passed by unanimous vote.

This case will go before the Village Board of Trustees on Monday, January 18, 2021, at 6:00 PM for formal approval.

OLD BUSINESS:

OTHER BUSINESS:

Mr. Farace asked if the PC/ZBA meeting on January 25, 2021 could be cancelled due to lack of items for the agenda.

Chairman Parisi asked for a motion to cancel the meeting on January 25, 2021:

Commissioner Tucek moved and Commissioner Petella seconded the motion to cancel the January 25, 2021 meeting.

Ayes: 5 Commissioners Petella, Meneghini, Tucek, Morris, and Chairman Parisi

Nays: 0

Abstain: 0

Absent: 2 Commissioners Battisto and Christopher

The motion was passed by unanimous vote.

ADJOURNMENT:

At 6:15 p.m. Commissioner Meneghini moved and Commissioner Tucek seconded the motion to adjourn the meeting.

The results of the roll call vote were:

Ayes: 5 Commissioners Petella, Meneghini, Tucek, Morris, and Chairman Parisi

Nays: 0

Abstain: 0

Absent: 2 Commissioners Battisto and Christopher

The motion was passed by unanimous vote.

FOR THE COMBINED BOARD

Recorded and transcribed by,


Patty Battaglia
Planning and Permitting Assistant

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

Chairman

Village of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager

FROM: Donald T. Bastian, Community Development Director 

DATE: January 14, 2021

RE: **Agenda Item for the January 18, 2021 Village Board Meeting – Public Hearing for an Annexation Agreement for 27W174 North Avenue and 2N441 County Farm Road**

The purpose of this memorandum is to coordinate a public hearing before the Village Board regarding an Annexation Agreement for two parcels located generally at the northeast corner of North Avenue and County Farm Road totaling 38,088 square feet (0.87-acre). Parcel 1, located at 27W174 North Avenue, is owned by Madeleine Hohe as Trustee of the Madeleine Hohe Trust, and contains the *Complete Fence* fence contractor business and storage yard. Parcel 2, located at 2N441 County Farm Road, is owned by Ray Hohe, and is vacant. Parcel 2 previously contained D&D Kennels, which sustained significant fire damage a few years ago. The building was recently demolished and the site is in the process of being restored.

The Village Board must conduct a public hearing on the proposed Annexation Agreement. The public hearing was properly noticed in *The Examiner* on December 30, 2020. A copy of the Notice of Public Hearing is attached.

BACKGROUND

With a basis in furthering economic development and community planning goals, the Village has long been interested in annexing properties in the vicinity of North Avenue and County Farm Road. This is reflected in the decision in the 1990s to extend the Village's public water and sewer system west to Morton Road along the north and south sides of North Avenue, as well as the jurisdictional boundary agreements the Village maintains in this area. This general area is one of the Key Opportunity Areas identified in the Village's 2016 Comprehensive Plan. While redevelopment of the parcels that are the subject of the Annexation Agreement is not known to be imminent, annexation of these parcels would extend the Village's corporate boundary and provide further annexation and redevelopment opportunities for Carol Stream.

DISCUSSION

As shown on the attached map, the two unincorporated parcels are contiguous to the Village's existing corporate limits and therefore may be annexed. Annexation of these parcels would subsequently allow the Village to annex additional parcels on the south side of North Avenue. Though no formal application has been submitted, the Village has recently received inquiries about

the possible redevelopment of parcels at the southeast corner of North Avenue and County Farm Road. As noted, annexation of the parcels at the northeast corner of the intersection would enable the Village to facilitate further growth and redevelopment in the area.

Highlights of the proposed Annexation Agreement include:

- Within 15 days of the approval of the Annexation Agreement, the Village will pay the owner of each parcel an annexation incentive in the amount of \$10,262, for a total Village payment of \$20,524. The Village Board unfroze funds budgeted for economic development at its November 16, 2020 Board meeting, and will use these funds for this purpose.
- Upon annexation, the parcels would be zoned R-1 One-Family Residence District. The fence contractor business operating on Parcel 1 may continue operating as a legal, non-conforming use until the first of the following to occur: 1) the business ceases operations for 30 consecutive days or 2) Parcel 1 is sold.
- The owner of Parcel 2 will remove all demolition debris and the dumpster and restore the site within 30 days of the date of the agreement, and the use or development of Parcel 2 shall be subject to approval by the Village in accordance with the Municipal Code.
- The annexation fee due to the Village, \$524, shall be paid by each owner in the amount of \$262 each at the time of execution of the Agreement.
- The owner of each parcel may, but shall not be required to, connect to the Village's existing public water and sewer systems, for as long as they own the parcel. Upon the sale of either parcel, a connection to the Village's public water and sewer system is required within one year following the sale in accordance with the Municipal Code.

For the Village Board's information, although the property owners have provided an electronically signed copy of the Annexation Agreement, we are yet to receive original executed copies of the Agreement, Annexation Petition and Plat of Annexation from the property owners. As such, the Village Board is only being asked to conduct the public hearing on the Annexation Agreement at the January 18, 2021 meeting. Once all original executed documents are received, ordinances approving the annexation and Annexation Agreement will be placed on a future agenda for Village Board action.

RECOMMENDATION

Staff recommends that the Village Board conduct the public hearing, accept any public testimony, and then close the public hearing and take no further action.

DTB:db


Certificate of the Publisher

Examiner Publications, Inc. certifies that it is the publisher of The Examiner of Carol Stream. The Examiner of Carol Stream is a secular newspaper, has been continuously published weekly for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the Village of Carol Stream, township of Bloomingdale, County of DuPage, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 ILCS 5/5.

A notice, a true copy of which is attached, was published 1 times in The Examiner of Carol Stream, namely one time per week for 1 successive weeks. The first publication of the notice was made in the newspaper, dated and published on December 30, 2020 and the last publication of the notice was made in the newspaper dated and published on December 30, 2020. This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

In witness, Examiner Publications, Inc. has signed this certificate by Randall Petrik, its publisher, at The Village of Carol Stream, Illinois, on December 30, 2020.

Examiner Publications, Inc.

By: Publisher 
Randall E. Petrik, Publisher, Examiner Publications, Inc.

Subscribed and sworn to before me this 30 day of December, A.D. 2020.

Notary Public





NOTICE OF PUBLIC HEARING ON AN ANNEXATION AGREEMENT BY THE VILLAGE OF CAROL STREAM 27W174 NORTH AVENUE AND 2N441 COUNTY FARM ROAD

Notice is hereby given that on Monday, January 18, 2021, at 6:00 pm, the Mayor and Board of Trustees of the Village of Carol Stream will hold a Public Hearing at the Gregory J. Bielawski Municipal Center, 500 N. Gary Avenue, Carol Stream, Illinois, pursuant to 85 ILCS 5/11-15.1-1 et seq., for the purpose of considering and hearing testimony regarding a proposed annexation agreement with Ray Hohe, Madeleine Hohe, the Madeleine Hohe Trust and Complete Fence, Inc., and the annexation of two parcels of property located at the northeast corner of North Avenue and County Farm Road legally described as follows:

PARCEL 1:
The East 87.4 feet (except the North 249.2 feet thereof) of the West 172.4 feet of the part of Lot 2, recorded in the assessment plat of the Edward W. Plane Estate, being a subdivision of part of Section 36, Township 40 North, Range 9, East of the Third Principal Meridian and Section 31, Township 40 North, Range 10, East of the Third Principal Meridian, lying South of a line 930 feet South of the North line of said Lot 2, more particularly described by commencing at a point in the West line of said Lot 2, 123.7 feet South of the Quarter Section line of said Section 36 (said point being in the center line of North Avenue); thence North on the West line of said Lot 2, 519.85 feet, more or less, to a point, 930 feet South of the Northwest corner of said Lot 2; thence East parallel with the North line of said Lot 2, 87.4 feet; thence South parallel with the West line of said Lot 2, 550.31 feet, more or less; to the center line of North Avenue; thence West along the center line of North Avenue, 88.42 feet to a point which is 85 feet, measured at right angles from the West line of said Lot 2, extended South; thence North parallel with the West line of said Lot 2, 534.75 feet to a place of beginning, according to the plat thereof recorded June 15, 1931 as Document 313722, in DuPage County, Illinois

EXCEPTING THEREFROM THE FOLLOWING:

That part of the East 87.4 feet (except the North 249.2 feet thereof) of the West 172.4 feet of Lot 2 of the Assessment Plat of the Edward W. Plane Estate, recorded on June 15, 1931 as Document No. 313722, located in Section 36, Township 40 North, Range 9, East of the Third Principal Meridian, described as follows:
Commencing at the intersection of the West line of said Lot 2 and the centerline of North Avenue as dedicated by Plat recorded March 28, 1933 as Document No. 334933; thence on an assumed bearing of South 81 degrees, 06 minutes, 25 seconds, East along the centerline of North Avenue, 88.00 feet to the point of beginning, said point being on a line which is 85.00 feet, measured at right angles, from the West line of said Lot 2; thence North 0 degrees, 07 minutes, 47 seconds East, 101.18 feet to a point on the Northerly line of said North Avenue, thence continuing North 0 degrees, 07 minutes, 47 seconds East, 35.00 feet; thence South 36 degrees, 42 minutes, 51

seconds East, 49.45 feet to the Northerly line of North Avenue, thence South 81 degrees, 06 minutes, 25 seconds, East along said Northerly line of North Avenue, 60.13 feet to the Grantor's East line, thence South 0 degrees, 24 minutes, 26 seconds East along Grantor's West line, 101.32 feet to the centerline of said North Avenue; thence North 81 degrees, 06 minutes, 25 seconds West along said centerline, 91.09 feet (88.42 feet, record) to the point of beginning, in DuPage County, Illinois.
P.I.N. 01-36-204-019
Parcel Address: 27W174 North Avenue, West Chicago, Illinois 60185

Parcel 1
as transported to DuPage
on and theft over \$500.
arrants for contempt pa-
is also found to have out-
retail theft and battery.
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Parcels
Subject to
Annexation
Agreement



North Avenue

County Farm Road

Existing
Village
Boundary

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ANNEXATION AGREEMENT

**27W174 North Avenue, West Chicago, IL 60185 and
2N441 County Farm Road, West Chicago, IL 60185**

This Agreement made and entered into this 18 day of December, 2020, by and between the Village of Carol Stream, an Illinois municipal corporation (hereinafter referred to as the "Village") and Ray Hohe, and Madeleine Hohe, as Trustee of the Madeleine Hohe Trust, dated July 6, 2015 (hereinafter the "Trust") and Complete Fence, Inc., an Illinois Corporation (hereinafter referred to as "Complete Fence"). (The Trust and Ray Hohe may be individually referred to as the "Owner" and collectively referred to as the "Owners").

W I T N E S S E T H:

WHEREAS, Madeleine Hohe, as Trustee of the Madeleine Hohe Trust, dated July 6, 2015 is the owner of record of certain real estate in DuPage County, Illinois, legally described on the attached Exhibit A and referred to herein as Parcel 1 and commonly known as 27W174 North Avenue, West Chicago, Illinois 60185, PIN 01-36-204-019 (hereinafter sometimes referred to as "Parcel 1"); and

WHEREAS, Ray Hohe is the owner of record of certain real estate in DuPage County, Illinois, legally described on the attached Exhibit B and referred to herein as Parcel 2 and commonly known as 2N441 County Farm Road, West Chicago, Illinois 60185 PIN 01-36-204-014 (hereinafter sometimes referred to as "Parcel 2"), (Parcel 1 and Parcel 2 are hereinafter referred to collectively as the "Property"); and

WHEREAS, Parcel 1 measures approximately 0.374 acres and is located at 27W174 North Avenue, West Chicago, Illinois 60185, in unincorporated Wayne Township, DuPage County, Illinois, and Parcel 2 measures approximately 0.500 acres and is located at 2N441 County Farm Road, West Chicago, Illinois 60185, in unincorporated Wayne Township, DuPage County, Illinois; and

29 **WHEREAS**, Complete Fence, Inc. conducts business upon Parcel 1; and

30 **WHEREAS**, pursuant to Section 7-1-8 of the Illinois Municipal Code, 65 ILCS
31 5/7-1-8, the Owners have submitted to the Village a petition for annexation,
32 requesting the President and Board of Trustees (hereinafter collectively referred to as
33 the “Corporate Authorities”) annex the Property to the Village; and

34 **WHEREAS**, the Village has caused the issuance of proper notice with respect to
35 all hearings necessary in order to effectuate the annexation of the Property; and

36 **WHEREAS**, pursuant to the provisions of Section 11-15.1-1 et seq. of the
37 Illinois Municipal Code, 65 ILCS 5/11-15.1-1 et seq., a proposed Annexation
38 Agreement, in substance and in form the same as this Agreement, was submitted to
39 the Village for public hearing and a public hearing was held thereon by the Corporate
40 Authorities pursuant to notice duly published in a newspaper of general circulation,
41 and as provided by law; and

42 **WHEREAS**, the Property is contiguous to the Village, and none of the Property
43 is presently within the corporate limits of any other municipality; and

44 **WHEREAS**, there are currently no electors residing upon the Property; and

45 **WHEREAS**, the parties hereto desire that the Property be annexed to the Village
46 on the terms and under the conditions hereafter set forth and that the Property be
47 maintained and used under the terms and conditions of this Agreement; and

48 **WHEREAS**, the Property is neither within a library district nor a soil
49 conservation district, no roads adjacent to or on the Property are under the
50 jurisdiction of a township, and the Village does not provide any fire protection services
51 and therefore no notice is required to be given to any such agencies or entities; and

52 **WHEREAS**, the Village Board has determined that the annexation of the
53 Property and the implementation of this Agreement are in the best interests of the

54 Village, and will further the orderly growth of the Village and promote the general
55 welfare of the Village; and

56 **WHEREAS**, the Village is a Home Rule Unit pursuant to the provisions of the
57 Illinois Constitution, Article VII, Section 6, and the terms, conditions and acts of the
58 Village under this Agreement are entered into and performed pursuant to the Home
59 Rule powers of the Village and the statutes in such cases made and provided.

60 **NOW, THEREFORE**, in consideration of the mutual covenants, agreements,
61 terms and conditions herein set forth, the Owners, Complete Fence and the Village
62 agree as follows:

63 1. The provisions of the recitals hereinabove set forth are hereby restated
64 and incorporated herein by reference.

65 2. The Owners have filed with the Village Clerk a duly executed petition to
66 annex the Property which constitutes territory contiguous to the Village pursuant to
67 and in accordance with the provisions of Illinois Compiled Statutes, 65 ILCS 5/7-1-1,
68 the Village will annex the Property. The Village may record any Petition for Annexation
69 submitted and this Agreement in the Office of the Recorder of Deeds of DuPage
70 County.

71 3. Within 21 days of the execution and adoption of this Agreement, the
72 Village, through the action of its Corporate Authorities, shall annex the Property to the
73 Village upon the terms and conditions of this Agreement, and do all things necessary
74 or appropriate to cause the Property to be validly annexed to the Village, including, the
75 enactment of an ordinance annexing the Property to the Village. The Village shall
76 notify, as required by law, all entities or persons of such annexation and promptly
77 record all ordinances, plats and affidavits necessary to said annexation, in accordance
78 with any and all statutory and ordinance requirements.

79 4. Upon annexation and subject to the terms and conditions of this
80 Agreement, the Property shall be zoned as R-1 One-Family Residence District under
81 the Village's Zoning Code.

82 5. The Village, Owner and Complete Fence agree that the fence contractor
83 business (as described in Paragraph 6 below) on Parcel 1 (27W174 North Avenue) may
84 continue operating as a legal non-conforming use until the first of the following to
85 occur: a) the business ceases operations for thirty (30) consecutive days or b) Parcel 1
86 is sold. The transfer of Parcel 1 for value or actual consideration of less than \$100
87 dollars shall not be considered the sale of Parcel 1 as intended by this Paragraph.
88 Upon the occurrence of one of the preceding events, the legal non-conforming status of
89 the use and all structures shall terminate, the non-conforming uses shall cease and
90 Parcel 1 shall be used only as provided in the Village's Zoning Code for the R-1 One-
91 Family Residence District. Any subsequent use or development of Parcel 1 shall be
92 subject to approval by the Village in accordance with all provisions of the Municipal
93 Code of the Village of Carol Stream.

94 6. The current use of Parcel 1 (27W174 North Avenue) consists of the
95 following: fence contractor business with a sales office in the south building, inside
96 material and equipment storage in the garage/shed, outside material storage and
97 outside parking for contractor's trucks and vehicles. The preceding itemization is a
98 complete accounting of all uses and activities taking place on Parcel 1 and Owner
99 acknowledges that no other uses or activities are conducted upon Parcel 1. No
100 expansion of the current building or structures, or construction of any new buildings
101 or structures may occur, and no change in the use is permitted, except as allowed by
102 the Municipal Code of the Village of Carol Stream and only after formal review and
103 approval by the Mayor and Board of Trustees.

104 7. Parcel 2 is currently vacant with no current uses or structures upon said
105 Parcel, the building upon Parcel 2 having been recently demolished. Ray Hohe shall
106 cause all demolition debris and the dumpster to be properly removed and the site
107 graded and seeded within thirty (30) days of the date of this Agreement. The Village
108 and Owner agree that both prior to and after annexation, the use or development of
109 the property shall be subject to approval by the Village in accordance with all
110 provisions of the Municipal Code of the Village of Carol Stream.

111 8. The Village shall have the authority to revise the address of the Property
112 to coincide with the Village's grid system.

113 9. The annexation fee payable to the Village is \$524, \$262 payable by each
114 of the Owners at time of execution of this Agreement.

115 10. The current Owner of each Parcel may, but shall not be required to,
116 connect the building to the existing water main and water system, or to the existing
117 sanitary sewer and sewer system, of the Village, for as long as the current Owner owns
118 the Parcel and is using the Parcel in accordance with Paragraphs 5, 6, and 7 above.
119 Upon the sale of either Parcel 1 or Parcel 2, the subsequent Owner of the respective
120 Parcel sold shall, in accordance with the Village's Code of Ordinance, connect to
121 Village water system and Village sewer system within one (1) year of the date of
122 transfer of title, or prior to the issuance of any occupancy permit for said Parcel,
123 whichever occurs first.

124 11. Existing septic systems and wells contained on the Property shall be
125 maintained in accordance with the requirements of the DuPage County Department of
126 Public Health so long as they are in use by the respective Owner. Following the sale of
127 either Parcel, any existing septic system contained on the Parcel shall be removed, and
128 any well on the Parcel shall be capped in accordance with the requirements of the

129 DuPage County Department of Public Health, and the affidavit of compliance shall be
130 filed with the Director of Public Works of the Village of Carol Stream.

131 12. The Owners shall not be otherwise required by the Village to donate any
132 land or money to the Village or any other governmental body, except as provided in
133 this Agreement.

134 13. As the Property is not annexed to any park district, the Owners shall
135 promptly, upon the annexation of the Property to the Village, petition for annexation to
136 the Carol Stream Park District.

137 14. Within 15 days of the approval of this Agreement by the Corporate
138 Authorities, the Village shall pay to each Owner an annexation incentive in the total
139 amount of \$10,262.00.

140 15. The Village and the Owners agree that to the extent permitted by law, the
141 time for performance of any obligation herein contained may be extended by the
142 mutual agreement of the parties without the necessity of amending this Annexation
143 Agreement. The Village and the Owners shall be excused from any obligations under
144 this Agreement to the extent to which either is prohibited from fulfilling such
145 obligation, or required to take an action inconsistent with a provision of this
146 Agreement because of a lawful order or other action by a superior governmental
147 authority. The Village and the Owners shall give notice to the other if either receives
148 notice or has knowledge of the taking or proposed taking of such action by a superior
149 governmental authority. Upon the request of the other party, either party may agree to
150 contest such order or other action by judicial or other proceedings, provided the other
151 party equitably participated in the reasonable expenses of such interest.

152 16. The Parties or their successors or assigns, may, in equity, by suit, action,
153 mandamus, injunction, or other proceedings in court, enforce and compel the

154 performance of this Agreement, including suits for specific performance, but they may
155 not seek monetary damages.

156 17. This Agreement shall be binding upon each Owner and Complete Fence,
157 as well as their respective successors, assigns and heirs, and upon any successor
158 Corporate Authorities of the Village and successor municipalities for a period of twenty
159 (20) years from the date of execution hereof. It is agreed that, to the extent permitted
160 by law, in the event the annexation of the Property or this Agreement is challenged in
161 any court proceeding which shall reasonably delay the development of the Property,
162 the period of time during which such litigation is pending shall not be included in
163 calculating the said twenty (20) year term.

164 18. If any portion of this Agreement or ordinance enacted pursuant hereto
165 shall be declared invalid, the same shall not affect the validity of this Agreement as a
166 whole other than the part so declared invalid. The parties shall then negotiate in good
167 faith to seek to reestablish the powers and duties found to be invalid. The Owners or
168 the Village shall be obligated to execute any document or take any additional action
169 which may be required to correct any defect which has resulted or could result in the
170 invalidation of this Agreement in whole or in part.

171 19. The each Owner represents and warrants to the Village as follows:

172 A. That the Owner identified on page 1 hereof is the legal titleholder and the
173 owner of record of the Property.

174 B. That the Owner agrees to use the Property only in the manner
175 contemplated under this Agreement.

176 C. That other than the Owner no other entity or person has any ownership
177 interest in the Property or its use as herein proposed.

178 D. That the Owner has provided the legal description of the Property set
179 forth in this Agreement and the attached Exhibits and that said legal descriptions are
180 accurate and correct.

181 20. All notices, requests and demands shall be in writing and shall be
182 personally delivered to or mailed by United States Certified mail, postage prepaid and
183 return receipt requested, as follows:

184
185 For the Village: Village of Carol Stream
186 Attn: Village Manager's Office
187 500 N. Gary Avenue
188 Carol Stream, IL 60188
189

190
191 For the Owners: Ray Hohe
192 27W174 North Avenue
193 West Chicago, IL 60185
194
195 Madeleine Hohe, as Trustee
196 41 W 011 Dillonfield Drive
197 Elburn, IL 60119
198

199 Any Party hereto shall have the right at any time, and from time to time, to
200 notify each of the other Parties hereto, of a change of address and/or designee for the
201 purpose of receiving any notices hereunder.

202 21. Notwithstanding any provision of this Agreement to the contrary,
203 including but not limited to the sale and/or conveyance of all or any part of the
204 Property by an Owner, Owners shall at all times during the term of this Agreement
205 remain liable to Village for the faithful performance of all obligations imposed upon
206 Owners by this Agreement until such obligations have been fully performed or until
207 Village, at its sole option, has otherwise released such Owner from any or all of such
208 obligations.

209 22. Any and all representations, warranties, indemnifications, covenants,
210 undertakings, and agreements contained herein shall survive the annexation of the
211 Property and shall not be merged or extinguished by the annexation of the Property or
212 any part thereof to the Village.

213 23. Failure of any Party to this Agreement to insist upon the strict and
214 prompt performance of the terms covenants, agreements, and conditions herein
215 contained, or any of them, upon any other party imposed, shall not constitute or be
216 construed as a waiver or relinquishment of any party's right thereafter to enforce any
217 such term, covenant, agreement or condition, but the same shall continue in full force
218 and effect.

219 24. This Agreement may be executed in multiple counterparts of duplicate
220 originals or with multiple signature pages each of which shall constitute and be
221 deemed one and the same document.

222 25. The undersigned Owners warrant that all of the individuals or entities
223 listed herein constitute all owners of the Property and that they have full authority
224 and power to sign the Agreement and any petitions submitted hereunder and that they
225 have not and will not take any action to change ownership in the Property until after
226 this Agreement is recorded. Complete Fence, Inc. warrants that all of the individuals
227 or entities listed herein have full authority and power to sign the Agreement.

228 26. The Mayor and Clerk of the Village hereby warrant that they have been
229 lawfully authorized by the Village Board of Trustees of the Village to execute this
230 Agreement. The Owners and the Village shall, upon request, deliver to each other at
231 the respective time such entities cause their authorized agents to affix their signatures
232 hereto copies of all bylaws, resolutions, ordinances, partnership agreements, letters of

250 IN WITNESS WHEREOF this Agreement has been duly executed by whose
251 names are subscribed below or on the signature pages attached hereto from time to
252 time, and which pages are specifically incorporated herein.

253 OWNERS VILLAGE OF CAROL STREAM
254 RAY HOHE
255 Ray Hohe By: _____
256 _____
257 _____
258 (print name)

259
260 MADELEINE HOHE,
261 AS TRUSTEE
262 Attest: _____
263 Village Clerk
264 Madeleine Hohe

265
266 COMPLETE FENCE, INC.
267
268 By: Ray Hohe
269 Its: Owner

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283 STATE OF ILLINOIS)
284) SS.
285 COUNTY OF DU PAGE)
286 *Beck*

287 I, the undersigned, a Notary Public in and for the County and State aforesaid, DO
288 HEREBY CERTIFY that the above-named Ray Hohe and Madeleine Hohe, as Trustee of the
289 Madeleine Hohe Trust, dated July 6, 2015 and personally known to me to be the same persons
290 whose names are is subscribed to the foregoing instrument appeared before me this day in person
291 and acknowledged that they signed and delivered the said instrument as their own free and
292 voluntary act for the uses and purposes therein set forth.

293
294 GIVEN under my hand and official seal, this 21st day of December 2020

295
296 Commission expires April 29, 2022

297
298 *Melissa Post*
299
300 Notary Public



303
304 STATE OF ILLINOIS)
305) SS.
306 COUNTY OF DU PAGE)
307 *Beck*

308 I, the undersigned, a Notary Public in and for the County and State aforesaid, DO
309 HEREBY CERTIFY that the above-named Ray Hohe and
310 Madeleine and personally known to me to be the same person whose names is subscribed to the foregoing instrument appeared
311 before me this day in person and acknowledged that they signed and delivered the said
312 instrument as their own free and voluntary act and, pursuant to full authority granted, as the free
313 and voluntary act of Complete Fence, Inc., for the uses and purposes therein set forth.

314
315 GIVEN under my hand and official seal, this 21st day of December 2020

316
317 Commission expires April 29, 2022

318
319 *Melissa Post*
320
321 Notary Public



STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)
Schell

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Madeleine Hohe, Trustee of the Madeleine Hohe Trust dated July 6, 2015 and Ray Hohe, personally known to me to be the same persons whose names are subscribed to the foregoing Petition to Annex, appeared before me this day in person and severally acknowledged that they signed and delivered the said Petition to Annex, as their free and voluntary act, and as the free and voluntary act of said Trust, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this *21st* day of *December*,
2020.

Melissa Post
Notary Public
MELISSA POST
Official Seal
Notary Public - State of Illinois
My Commission Expires Apr 29, 2022

EXHIBIT A

PARCEL 1:

The East 87.4 feet (except the North 249.2 feet thereof) of the West 172.4 feet of the part of Lot 2, recorded in the assessment plat of the Edward W. Plane Estate, being a subdivision of part of Section 36, Township 40 North, Range 9, East of the Third Principal Meridian and Section 31, Township 40 North, Range 10, East of the Third Principal Meridian, lying South of a line 930 feet South of the North line of said Lot 2, more particularly described by commencing at a point in the West line of said Lot 2, 123.7 feet South of the Quarter Section line of said Section 36 (said point being in the center line of North Avenue); thence North on the West line of said Lot 2, 519.65 feet, more or less, to a point, 930 feet South of the Northwest corner of said Lot 2; thence East parallel with the North line of said Lot 2, 85.0 feet for a place of beginning; thence East parallel with the North line of said lot 2, 87.4 feet; thence South parallel with the West line of said Lot 2, 550.31 feet, more or less, to the center line of North Avenue; thence West along the center line of North Avenue, 88.42 feet to a point which is 85 feet, measured at right angles from the West line of said Lot 2, extended South; thence North parallel with the West line of said Lot 2, 534.75 feet to a place of beginning, according to the plat thereof recorded June 15, 1931 as Document 313722, in DuPage County, Illinois

EXCEPTING THEREFROM THE FOLLOWING:

That part of the East 87.4 feet (except the North 249.2 feet thereof) of the West 172.4 feet of Lot 2 of the Assessment Plat of the Edward W. Plane Estate, recorded on June 15, 1931 as Document No. 313722, located in Section 36, Township 40 North, Range 9, East of the Third Principal Meridian, described as follows:

Commencing at the intersection of the West line of said Lot 2 and the centerline of North Avenue as dedicated by Plat recorded March 28, 1933 as Document No. 334933; thence on an assumed bearing of South 81 degrees, 06 minutes, 25 seconds, East along the centerline of North Avenue, 86.00 feet to the point of beginning, said point being on a line which is 85.00 feet, measured at right angles, from the West line of said Lot 2; thence North 0 degrees, 07 minutes, 47 seconds East, 101.18 feet to a point on the Northerly line of said North Avenue, thence continuing North 0 degrees, 07 minutes, 47 seconds East, 35.00 feet; thence South 36 degrees, 42 minutes, 51 seconds East, 49.45 feet to the Northerly line of North Avenue, thence South 81 degrees, 06 minutes, 25 seconds, East along said Northerly line of North Avenue, 60.13 feet to the Grantor's East line, thence South 0 degrees, 24 minutes, 26 seconds East along Grantor's West line, 101.32 feet to the centerline of said North Avenue; thence North 81 degrees, 06 minutes, 25 seconds West along said centerline; 91.09 feet (88.42 feet, record) to the point of beginning, in DuPage County, Illinois.

Permanent Index No. 01-36-204-019

Property Address: 27W174 North Avenue, West Chicago, Illinois 60185

PARCEL 2:

The North 249.2 feet of the East 87.4 feet of the West 172.4 feet of that part of Lot 2 of the assessment plat of the Edward W. Plane Estate, being a subdivision of part of Section 36, Township 40 North, Range 9, East of the Third Principal Meridian, and Section 31, Township 40 North, Range 10, East of the Third Principal Meridian, lying South of a line 930 feet South of the North line of said Lot 2, more particularly described by commencing at a point in the West line of said Lot 2, 123.7 feet South of the Quarter Section line of said Section 36 (said point being in the center line of North Avenue); thence North on the West line of said Lot 2, 518.45 feet, more or less, to a point 930 feet South of the Northwest corner of said Lot 2; thence East parallel with the North line of said Lot 2, 85 feet for a place of beginning; thence East parallel with the North line of said Lot 2, 87.4 feet; thence South parallel with the West line of said Lot 2, 550.31 feet, more or less, to the center line of North Avenue; thence West along the center line of North Avenue, 88.42 feet to a point which is 85 feet, measured at right angles from the West line of said Lot 2, extended South; thence North parallel with the West line of said Lot 2, 534.75 feet to the place of beginning, according to the plat thereof recorded June 15, 1931, as Document 313722 in DuPage County, Illinois, except that part of the land taken and used by State of Illinois, Department of Transportation, pursuant to Order entered in case 95ED-13.

Permanent Index Number: 01-36-204-014

Property Address: 2N441 County Farm Rd., West Chicago, Illinois 60185

Village of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager

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

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

DATE: January 12, 2021

RE: **Agenda Item for the Village Board Meeting of January 18, 2021**
**PC/ZBA Case 20-0030, Badway RE Investments, LLC – 27W371 North Avenue,
Plat of Subdivision**


Mr. John A Badway requests approval of a Plat of Subdivision for the property containing the T42 restaurant (formerly John & Tony's) and the vacant land to the south, at the southeast corner of North Avenue and Morton Road. In 2007, a developer was interested in purchasing the southern 2.25-acre site for a proposed office/warehouse building. Although the developer had been working with the Village on the necessary development approvals, as required under the terms of the pre-annexation agreement for the property, the developer ceased communications with the Village and the project did not move forward. The Village later learned, however, that the developer recorded a Plat of Subdivision for the property with DuPage County. Per the pre-annexation agreement, Village approval of the Plat was required.

Mr. Badway would like to sell the restaurant property and is looking to correct the improper subdivision at this time so that the sale can proceed. Although the Plat has been recorded, Plan Commission and Village Board review of the Plat was still required as per the Subdivision Code. It should be noted that a separate plat of easement will be reviewed by the Village Board shortly which denotes the granting of additional utility easements.

The staff report presenting the request, with supporting documentation, was transmitted to the Village Board with the PC/ZBA packet on January 8, 2021. At its meeting on January 11, 2021, the PC/ZBA recommended approval of the Plat of Subdivision by a vote of 5-0. If the Village Board concurs with the PC/ZBA recommendation, they should approve the Plat of Subdivision, and adopt the necessary Resolution.

ec: John Badway, Badway RE Investments, LLC

Village of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager
FROM: Adam Frederick, Assistant Village Engineer 
DATE: January 11, 2021
RE: 2020 Flexible Pavement Project – Final Payment, Balancing Change Order and Acceptance

In March of 2020, the Mayor and Board approved a contract with Schroeder Asphalt Services, Inc. of Huntley IL. in the amount of \$3,174,446.05.

This project was completed for \$2,751,892.43. It was \$422,553.62 (13.3%) under the contract amount. Project savings included sidewalk removal and replacement, base patching repairs and concrete curb replacement.

The budget for the project is \$3,439,979.25 with the following funding breakdown:

Flexible Pavement Project Right-of-Way Improvements (MFT)	\$3,254,077.75
President Street Parking Lot (CPF)	\$33,190.00
Town Center Parking Lot (CPF)	\$152,711.50
Town Center Parking Lot Reimbursement (Park District)	(\$70,115.00)

The Park District was invoiced for their portion of the Town Center work in the amount of \$54,721.77.

Engineering recommends approval of the balancing change order, approval of final payment in the amount of \$61,593.86 be made to Schroeder Asphalt Services, Inc. and acceptance of the public improvements for the 2020 Flexible Pavement Project.

Cc: Bill Cleveland, Village Engineer
Jon Batek, Finance Director
Phil Modaff, Director of Public Works
Jesse Bahraini, Engineering Inspector

CHANGE ORDER NO. 1 and Final

PROJECT: 2020 Flexible Pavement Project

DATE OF ISSUANCE: January 5, 2021

OWNER: Village of Carol Stream

CONTRACTOR: Schroeder Asphalt Services, Inc.

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

Description: Balancing Change Order based on Final Quantities

Purpose of Change Order: Decrease contract amount

Attachments: Invoice No. 2020-373

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIME:

Original Contract Price: \$ 3,174,446.05

Original Contract Time: May 1, 2020

Previous Change Orders: \$ 0

Change from previous Change Orders: None

Current Contract Price: \$ 2,751,892.43

Current Contract Time: April 30, 2021

Net increase/(decrease) of this
Change Order: \$ (422,553.62)

Net increase/(decrease) of this Change Order: None

Contract Price with this
Change Order: \$ 2,751,892.43

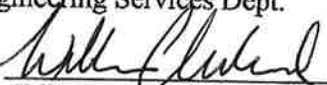
Contract Time with this Change Order: April 30, 2021

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


RECOMMENDED:
Engineering Services Dept.

APPROVED:
Village of Carol Stream

ACCEPTED:

By: 
William N. Cleveland
Director of Engineering Services

By: _____
Bob Mellor
Village Manager

By: 
Name
Schroeder Asphalt Services
Corporate Secretary
Title

Village of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager

FROM: Adam Frederick, Assistant Village Engineer 

DATE: January 11, 2021

RE: 2020 Drainage Improvements Project and Clearwater Court Rear Yard Drainage Improvements – Balancing Change Order, Final Payment and Acceptance

In September of 2020, the Mayor and Board approved a contract with Copenhaver Construction, Inc. of Gilberts IL in the amount of \$227,875.00.

The final field measured quantities bring the contract to \$223,637.70 which is \$4,237.30 (1.9%) under the contract amount. Savings are due to slight variations between estimated and final quantities. The 2020 Drainage Improvements budget is \$225,000.00 and the Clearwater Court Rear Yard Drainage Improvements Project budget is \$234,000.00 for a total budget of \$459,000.00.

Staff recommends approving Change Order Number 1, and final payment to Copenhaver Construction, Inc. of Gilberts IL in the amount of \$223,637.70 and acceptance of the 2020 Drainage Improvements Project and Clearwater Court Rear Yard Drainage Improvements Project.

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

CHANGE ORDER NO. 1

PROJECT: 2020 Drainage Improvements Proj. DATE OF ISSUANCE: 1/5/2021

OWNER: Village of Carol Stream

CONTRACTOR: Copenhaver Construction, Inc.

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

Description: Clearwater Court Drainage, Storm Sewer Repairs and Underdrain Installation


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

Attachments: Copenhaver Construction, Inc. Final Invoice

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIME:
Original Contract Price:	\$ 227,875.00	Original Contract Time: 4/30/2021
Previous Change Orders:	\$ 0	Change from previous Change Orders: None
Current Contract Price:	\$ 223,637.70	Current Contract Time: 4/30/2021
Net increase/(decrease) of this Change Order:	\$ (4,237.30)	Net decrease of this Change Order:
Contract Price with this Change Order:	\$ 223,637.70	Contract Time with this Change Order: 4/30/2021

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

RECOMMENDED:
Engineering Services Dept.

By: 
Bill Cleveland
Director of Engineering Services

APPROVED:
Village of Carol Stream

By: _____
Robert Mellor
Village Manager

ACCEPTED:

By: 
Copenhaver Construction, Inc.

Village of Carol Stream Interdepartmental Memo

TO: Robert Mellor, Village Manager

FROM: Gregory R. Ulreich, Stormwater Administrator *GRU*

DATE: January 13, 2021

RE: **Kimberly North Stormwater Study (Phase I)**
Award of Contract for Professional Engineering Services for
Hydrologic & Hydraulic Analysis of Kimberly North Detention

The detention pond(s) at the northwest corner of Fullerton Ave and Kimberly Dr operate poorly. The result is frequent flooding of the access drive to Fullerton Ave and repeated overtopping of the emergency spillway adjacent to the railroad, which is damaged from erosion. In addition, turf maintenance across the bottom has been impracticable due to a consistent flow of water and the significant length of time that it takes to drain the detention pond after heavy rains.

The detention pond(s) actually operate together as a single, detention pond. A pipe beneath the access drive interconnects both sides. The outgoing pipe, which is used to slow down the water in order to fill the detention pond (aka "restrictor"), is located offsite and underneath the railroad. Approximately 80 acres (roughly defined as Tower Blvd to the north, Schmale Rd to the east, and Fullerton Ave to the south), drains to and through this detention pond. This single restrictor is insufficient to properly convey runoff from this offsite area.



The detention pond, the east building (285 E Fullerton Ave), and the access drive to Fullerton Ave. were all constructed in 1981. The detention pond was a Village requirement for developing the Kimberly North Industrial Subdivision. It provides detention for the two, adjacent lots, as well as several other lots within the subdivision; namely 315 E Fullerton and 551, 555, 595 & 615 Kimberly Blvd as shown in the adjacent aerial figure.



Two Bill of Sale documents (Resolution No. 836 & 1004) show that a transfer of ownership for the storm sewer system occurred from the subdivider to the Village, which includes the restrictor pipe beneath the railroad, but not the detention ponds themselves. In addition, several years later the Village and the property owner (Stanley Works) agreed that excess capacity, as identified by the Village, could be used to provide detention for the 1986 reconstruction of Fullerton Avenue.

Lastly, the property was then subdivided into two lots in 1989 and the west building on 245 E Fullerton Ave. was subsequently constructed in 2000. An “Access and Drainage Easement Agreement” (R1993-007851) established that the maintenance of the detention pond would be split with respect to the property boundary.

The final result is a situation where two, different property owners are responsible for the maintenance of a single, detention pond. In addition, this detention pond was designed to serve properties that are offsite and under different and various ownership entities, including the Village for Fullerton Ave. Finally, the Village owns and maintains the storm sewer infrastructure that is integral to its operation.

Therefore, Engineering Services recommends that the Village undertake a study to analyze potential solutions and their costs. This will serve as the basis for Village staff to develop a proposal to be presented and discussed with the property owners (7 parcels) served by this detention pond. The proposal is anticipated to address the Village’s recommended solution(s), the expectation(s) and method(s) for cost-sharing, and the basic outline of an agreement for the long-term ownership and maintenance responsibilities of the detention pond. The

study is not intended to obligate the Village to make improvements to private property, but it is necessary because the Village has a shared responsibility in its proper operation.

Staff has selected Geosyntec Consultants based on the firm's extensive experience in water resources engineering, but especially in their practice area of Urban Stormwater Management Planning and Design. In addition, their team's experience using modeling software (EPA-SWMM) that is available for free from the Environmental Protection Agency will allow staff to build upon the model and conduct its own analysis in the future. The more expensive, commercial software products have improved user interfaces and functionality, but the science behind them are all generally based on what was developed for EPA-SWMM.

The study will be conducted in three steps. The first step will be to work with staff to review all available documentation, including plans, reports, and GIS data. Their proposal price includes a \$10,000 allowance for staff to negotiate additional topographic work to fill any gaps in the data, if needed. The second step will setup the software to model the existing conditions, including verifying the results using water level depths collected by staff in 2020 and rainfall recorded at the WRC. This step will also analyze how the detention pond performs when using current design criteria (i.e. Illinois State Water Survey's Technical Bulletin 75; published 2019). The third step will be to analyze four, pre-determined alternatives and provide preliminary cost estimates for their implementation. All four alternatives will also be analyzed to determine if retrofitting to a native vegetated, wetland bottom is feasible.

Therefore, staff recommends that a contract for professional engineering services in order to perform a hydrologic and hydraulic analysis for the Kimberly North Stormwater Study be awarded to Geosyntec Consultants in the not-to-exceed amount of \$103,119.00 on a Time and Materials basis in accordance with Section 5-8-14(A) of the Village Code of Ordinances. The FY20/21 Capital Improvement Program budgeted \$120,000 for Phase I & II contracts; this study is considered Phase I.

Please note that the contract contains minor revisions to the Village's standard terms and conditions as requested by the consultant, which have been reviewed and approved by the Village's attorney.

cc: William N. Cleveland, Director of Engineering Services (via email)
Phil Modaff, Director of Public Works (via email)
Jon Batek, Director of Finance (via email)

Photographs

Attachment:

1. Contract Agreement signed by Geosyntec Consultants.
2. Resumes of Geosyntec Consultants team members.

Photographs



View of Access Drive from Fullerton Ave – West Pond (left) & East Pond (right)



East Pond (285 E Fullerton Ave) during 05/15/20 rainfall.



West Pond (245 E Fullerton Ave) during 05/15/20 rainfall.



Overtopping of Emergency Spillway during 05/15/20 rainfall.



Village of Carol Stream

FRANK SAVERINO, SR., MAYOR • ROBERT MELLOR, MANAGER
 500 N. Gary Avenue • Carol Stream, Illinois 60188-1899
 (630) 665-7050 • FAX (630) 665-1064
 www.carolstream.org

PROFESSIONAL SERVICES AGREEMENT

“KIMBERLY NORTH STORMWATER STUDY”

THIS CONTRACT (“Contract”) is made by and between the **VILLAGE OF CAROL STREAM**, an Illinois municipal corporation and home rule unit of government, (hereinafter referred to as the “Village”) and **GEOSYNTEC CONSULTANTS, INC.** (hereinafter referred to as the “Consultant”) and its successors.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Contract, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. This contract shall embrace and include all of the Contract Documents listed below and shall be incorporated herein by reference:
 - a. This Contract
 - b. General Terms and Conditions
 - c. Proposal for Professional Services dated November 30, 2020 (hereinafter referred to as the “Proposal”).
 - i. Scope of Professional Engineering Services
 - ii. Geosyntec Consultants – 2021 Rate Schedule
 - d. Certificate(s) of Insurance
2. The Consultant shall sign this Contract and return it to the Village along with the Certificate(s) of Insurance required per the General Terms and Conditions. The Consultant shall not commence work under this Contract until provided with a fully-executed Contract and a written Notice to Proceed from the Village.
3. This Contract and the Contract Documents represent the entire Agreement between the parties and may not be modified without the written approval of both parties.

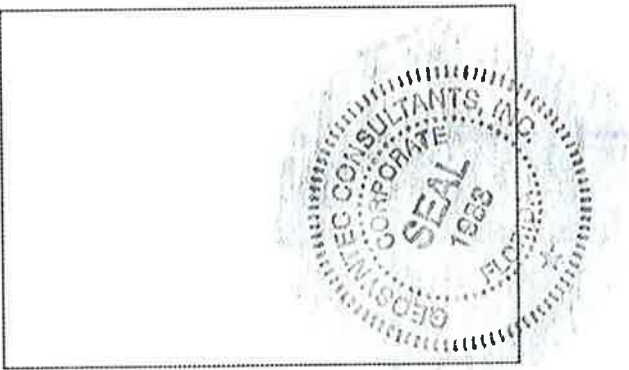
VILLAGE OF CAROL STREAM

IN WITNESS WHEREOF, the Consultant has hereunto set their hands this 10 day of December, 2020.

PAUL J SABATINI
(Printed Name)

VICE PRESIDENT
(Printed Title)

Paul J Sabatini
(Signature)



(Corporate Seal)

NOTARY PUBLIC – STATE OF ILLINOIS

Subscribed and Sworn to before me this 10 day of December, 2020

Terri Eder
(Signature)



(Notary Seal)

THE VILLAGE OF CAROL STREAM, ILLINOIS

IN WITNESS WHEREOF, the Village has hereunto set their hands this _____ day of _____, 2020.

By _____ Director of Engineering Services

I. GENERAL TERMS & CONDITIONS

1. SCOPE OF SERVICES.

1.1 SERVICES TO BE PROVIDED BY THE PARTIES.

All services described in the Scope of Services (Scope) of the Proposal shall be performed by the Consultant in a prompt and expeditious manner with the professional skill and judgment in accordance with the professional standards applicable to the services that are rendered for the Project. The Consultant shall be responsible for all services provided under this Agreement whether such services are provided directly by the Consultant or by sub-consultants hired by the Consultant. The Consultant will perform the work activities described in the Scope promptly and without unreasonable delay and will give all projects such priority as is necessary to cause the services to be provided hereunder to be properly performed in a timely manner and consistent with sound professional practices.

1.2 RELATIONSHIP

The relationship of the Consultant to the Village shall be that of an independent consultant rendering professional services. The Consultant shall have no authority to execute contracts or to make commitments on behalf of the Village and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the Village and the Consultant.

1.3 ACCESS TO INFORMATION

The Village shall provide any data, reports, records, and maps for the project that are in the possession of the Village. No charge will be made to the Consultant for such information, and the Village will cooperate with the Consultant to facilitate the performance of the work described in this Agreement.

1.4 PERSONNEL

The Consultant represents that he has, or will secure at his own expense, all personnel and equipment required in order to perform under this Agreement. Such personnel shall not be employees of, or have any contractual relationship to, the Village.

All services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

None of the work or services covered by this Agreement shall be subcontracted without prior written approval of the Village. Any work or services subcontracted hereunder shall be specified in written contract or agreement and shall be subject to each provision of this Agreement.

1.5 REPORTS AND INFORMATION

The Consultant, at such times and in such forms as the Village may require, shall furnish the Village such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, any affidavit or certificate, in connection with the work covered by this agreement as provided by law and any other matters covered by this Agreement.

1.6 FINDINGS CONFIDENTIAL

All of the reports, information, data, etc., prepared or assembled by the Consultant under this Agreement are confidential and the Consultant agrees that they shall not be made available to any individual or organization without prior written approval of the Village.

1.7 COPYRIGHT

No report, maps, or other documents produced in whole or in part under this Agreement shall be subject of an application for copyright by or on behalf of the Consultant. Any such materials produced as a result of this Agreement that might be subject to copyright shall be the property of the Village and all such rights shall belong to the Village, and the Village shall be sole and exclusive entity who may exercise such rights.

1.8 ERRORS & OMISSIONS

Consultant shall correct, at no cost to the Village, any and all errors, omissions, or ambiguities in the work product and services provided or submitted to the Village. If the Consultant has prepared plans and specifications or other design documents to be used in construction of a project or provided services, Consultant shall be obligated to correct any and all errors, omissions or ambiguities in the work product or services discovered prior to and during the course of construction of the project. This obligation shall survive termination of this Agreement.

2. COMPENSATION AND METHOD OF PAYMENT.

2.1 COMPENSATION.

The Village shall pay the Consultant in accordance with the hourly rate charges contained in Exhibit A of its Proposal, up to the not-to-exceed cost of \$103,119 for all services to be provided under this Agreement, including such allowable expenses agreed upon by the parties herein to provide and complete the Scope. Reimbursement under this Agreement shall be based on invoices, supported by appropriate documentation of costs actually incurred.

2.2 RECORDS.

The Consultant agrees to maintain records and a system of accounting consistent with generally accepted accounting principles and follow such procedures as may be required by the Village. Such records shall include all information pertaining to the Agreement, payroll, receipted invoices, obligations and unobligated balances, assets and liabilities, expenses and outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this Agreement and work undertaken under this Agreement shall be retained by the Consultant for a period of at least four (4) years after completion of this Agreement, unless a longer period is required to resolve audit findings, litigation or required by state or federal regulations. In such cases, the Village shall request a longer period of record retention.

The Village shall have full access and the right to examine any and all pertinent documents, documents, records, and books of the Consultant involving Consultant's services on projects arising under this Agreement.

2.3 CHANGES, MODIFICATIONS AND AMENDMENTS.

Since some of the Consultant's services are being provided on an as-needed basis, the

amount of services may be less than anticipated. The Village makes no guarantee as to the minimum amount of services that will be required under the Agreement and no adjustment in the fee will be made if the actual amount of services is less than what is anticipated. However, the Village may, from time to time, require changes or modifications in the Scope to be performed hereunder. Such changes, including any decrease in the amount of compensation therefore, which are mutually agreed upon by the Village and the Consultant, shall be incorporated in written amendments to this Agreement. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the Parties and approved as required by law. No oral understanding or agreement not incorporated in the Agreement is binding on any of the Parties.

2.4 TAXES.

Consultant acknowledges that the Village is a tax exempt entity under the laws of the State of Illinois and that the Village shall, as part of its undertakings under this Contract, provide to the Consultant all certificates of exemptions and tax exempt numbers needed to entitle Consultant to purchase material and other items to be used on the Work or incorporated into the Work on a tax-exempt basis, said exemptions specifically to include but not be limited to the "Illinois Retailer's Occupation Tax" (sales tax). Consultant shall warrant that all material costs and scheduled values have been calculated so as to give the Village its full benefit of its tax-exempt status, and Consultant shall require that all subcontracts include a requirement that sub-Consultants purchase materials so as to give the Village the full benefit of its tax exempt status. The Village shall not be liable for, and shall be entitled to a credit against the Contract Sum or Contract Price for any sales tax paid by Consultant or any sub-Consultant of any tier which is shown to have been charged to the Village as part of the Contract Sum or Contract Price, as a component of the schedule of values, as a unit price, or otherwise.

2.5 PROMPT PAYMENT ACT.

All payments made under this Contract shall be made in conformance with the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

3. COMMENCEMENT AND TIME OF PERFORMANCE.

3.1 COMMENCEMENT OF WORK.

The Consultant will not initiate any work until the Consultant receives written authorization from the Village to proceed.

3.2 TIME OF PERFORMANCE.

The Consultant shall provide the professional services and submit all deliverables in accordance with the following requirements, but **no later than April 30, 2021**. If requested, the Village may at its sole discretion elect to extend milestones and completion dates if sound justification and documentation is provided by the Consultant.

4. INSURANCE AND INDEMNIFICATION.

4.1 INSURANCE.

The Consultant shall not commence work under this Agreement until he has obtained all

insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Illinois State agency, shall be filed with the state of Illinois for approval. The Consultant shall not allow any sub-consultant to commence work on his subcontract until all similar insurance required for the sub-consultant has been obtained and approved. If so requested, the Consultant shall also submit copies of insurance policies for inspection and approval of the state of Illinois before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the state of Illinois and consented to by the state of Illinois in writing and the policies shall so provide.

4.1.1 INSURANCE RATING

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI. This rating requirement shall be waived for Worker's Compensation coverage only.

4.1.2 WORKER'S COMPENSATION INSURANCE

Before any work is commenced, the Consultant shall maintain during the life of the Agreement, Workers' Compensation Insurance for all of the Consultant's employees employed at the site of the project. In case any work is sublet, the Consultant shall require the sub-consultant similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Consultant. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Consultant shall provide for any such employees, and shall further provide or cause any and all sub-consultants to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

4.1.3 COMMERCIAL GENERAL LIABILITY INSURANCE

The Consultant shall maintain during the life of the Agreement such Commercial General Liability Insurance which shall protect him, the Village, and any sub-consultant during the performance of work covered by the Agreement from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Agreement, whether such operations be by himself or by a sub-consultant, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the state. Such insurance shall name the state as additional insured for claims arising from or as the result of the operations of the Consultant or his sub-consultants. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000 and aggregate limit of \$2,000,000.

4.1.4 INSURANCE COVERING SPECIAL HAZARDS

Special hazards as determined by the state shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Consultant, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

4.1.5 LICENSED AND NON-LICENSED MOTOR VEHICLES

The Consultant shall maintain during the life of the Agreement, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence and not less than aggregate limit of \$2,000,000 for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the

Agreement on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

4.1.6 SUB-CONSULTANT'S INSURANCE

The Consultant shall require that any and all sub-consultants, which are not protected under the Consultant's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Consultant.

4.1.7 ADDITIONAL INSURED

The Village, its officers, agents and employees shall be named as Additional Insureds on all insurance required to be acquired and maintained hereunder. All insurance of any tier shall state that the coverage afforded to the Additional Insureds shall be primary insurance of the Additional Insureds with respect to any claims arising out of any project for which the Consultant provides services.

4.2 INDEMNIFICATION.

To the fullest extent permitted by Illinois law, Consultant shall indemnify, defend and hold harmless the Village of Carol Stream and its officers, employees and agents (collectively "Indemnitee"), from lawsuits, actions, costs (including attorneys' fees), claims or liabilities of any character (collectively "Damages") caused by, resulting from, arising out of or occurring in connection with the Consultant's performance of the Work under this Contract, provided that any such lawsuit, action, cost, claim or liability is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent act or omission, intentional misconduct, or breach of applicable law of the Consultant or anyone or entity directly or indirectly employed by Consultant for whose acts Consultant may be liable. Under no circumstance shall Consultant's indemnification apply to Damages caused by the negligence of the Indemnitee. Consultant shall protect, indemnify, and hold and save harmless the Village from and against any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Consultant's breach of any obligations under or Consultant's default of any provision of the Contract Documents.

5. COMPLIANCE WITH THE LAW AND CERTIFICATIONS.

5.1 COMPLIANCE WITH GOVERNMENTAL REGULATIONS.

The Consultant shall comply with all applicable federal, state or local laws, ordinances, and codes and the Consultant shall hold and save the Village harmless with respect to any damages arising from any failure of the Consultant or its officers, agents or employees to comply with any such laws in performing any of the work provided under this Agreement.

5.2 EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the Consultant agrees as follows:

- a. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, handicap or familial status. The Consultant will take affirmative steps to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, national origin, handicap or familial status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or

recruitment advertising; layoff or termination; rates of pay or other forms or compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Village setting forth the provisions of this non-discrimination clause.

- b. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant; state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, handicap or familial status.
- c. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each sub-consultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

5.3 ILLINOIS HUMAN RIGHTS ACT (775 ILCS 5/1-101 ET SEQ.)

In carrying out the terms of this agreement, Consultant shall comply with all applicable provisions of the Illinois Human Rights Act, and rules and regulations promulgated by the Illinois Department of Human Rights, prohibiting unlawful discrimination in employment. Consultant's failure to comply with all applicable provisions of the Illinois Human Rights Act, or applicable rules and regulations promulgated thereunder, may result in a determination that Consultant is ineligible for future contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

5.4 ILLINOIS FREEDOM OF INFORMATION ACT, (5ILCS 140/4, AS AMENDED BY PUBLIC ACT 96-542, EFFECTIVE JANUARY 1, 2010)

The Consultant agrees to maintain all records and documents for projects of the Public Body of the Village of Carol Stream in compliance with the Freedom of Information Act (FOIA), 5ILCS 140/4 et seq. In addition, Consultant shall produce, without cost to the municipality, records which are responsive to a request received by the Public Body under the FOIA so that the Public Body may provide records to those requesting them within the timeframes required. If additional time is necessary to compile records in response to a request, then Consultant shall so notify the Public Body and if possible, the Public Body shall request an extension so as to comply with the FOIA. In the event that the Public Body is found to have not complied with the FOIA, based upon Consultant's failure to produce documents or otherwise appropriately respond to a request under the FOIA, then Consultant shall indemnify and hold harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorney fees and penalties.

5.5 AUTHORIZED TO DO BUSINESS IN ILLINOIS

The Consultant certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal, 30 ILCS 500/1.15.8, 20-43.

5.6 CERTIFICATION TO ENTER INTO PUBLIC CONTRACTS – 720 ILCS 5/33E-1

The Consultant certifies that he/she/it is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code or violating the prohibition set forth in Section 50-10.5(e) of the Illinois

Procurement Code, 30 ILCS 500/50-10.5e or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.

5.7 PAYMENTS TO ILLINOIS DEPARTMENT OF REVENUE – 65 ILCS 5/11-42.1

Consultant certifies that it is not delinquent in payment of any taxes to Illinois Department of Revenue.

5.8 SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS

Consultant certifies that it has in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and if requested will provide a copy thereof to the Village.

5.9 DEBARMENT

The Consultant certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any federal department or agency.

5.10 INTEREST OF MEMBERS OF THE VILLAGE

The Consultant certifies that no member of the governing body of the Village and no other officer, employee, or agent of the Village who exercises any functions or responsibilities in connection with the planning or carrying out of the project, has any personal financial interest, direct or indirect, in this Agreement; and the Consultant shall take appropriate steps to assure compliance.

5.11 INTEREST OF CONSULTANT AND EMPLOYEES

The Consultant covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the various project areas or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.

5.12 AUDITS AND INSPECTIONS

The Village or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the various projects and this Agreement, by whatever legal and reasonable means are deemed expedient by the Village.

6. GENERAL PROVISIONS.

6.1 AMENDMENT.

No amendment or modification to this Contract shall be effective until it is reduced to writing and approved and executed by the Village and Consultant in accordance with all applicable statutory procedures.

6.2 ASSIGNABILITY

The Consultant shall not assign any interest on this Agreement, and shall not transfer any interest on this Agreement (whether by assignment or notation), without prior written consent of

the Village thereto: provided, however, that claims for money by the Consultant from the Village under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any intent to assign or transfer shall be furnished promptly to the Village by the Consultant.

6.3 SEVERABILITY

If any term or condition of this Agreement or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

6.4 VENUE AND GOVERNING LAW.

This Contract shall be governed by the laws of the State of Illinois and venue shall be fixed in the Eighteenth Judicial Circuit of DuPage County, Illinois.

6.5 ARBITRATION AND MEDIATION.

Notwithstanding any inconsistent or contrary provision in any other provision of the Contract Documents, no claim or dispute arising under this Contract shall be subject to arbitration unless the Parties mutually agree on a submission to arbitration, which submission shall be in writing and signed by the Parties and shall set forth a specific statement of the nature of the dispute and shall contain an express statement on the limitations of the powers of the arbitrator. The Parties mutually agree that in the absence of such submission, arbitration cannot be demanded or compelled by either party.

6.6 NO WAIVER BY PAYMENT.

Notwithstanding any language in the Contract Documents to the contrary, Village shall not be deemed to waive any claim or right to assert a claim by making any progress payment or final payment.

6.7 FREEDOM OF INFORMATION ACT.

The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010, adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the Village has contracted. The Village will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information. The Consultant acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. The undersigned agrees to indemnify and hold harmless the Village from all claims, costs, penalty, losses and injuries (including but not limited to, attorneys' fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Contract.

6.8 LIMITATION OF LIABILITY PROVISIONS.

Notwithstanding any inconsistent or contrary provision in the Contract Documents, the

Village shall not be deemed to have agreed to or consented to any limitation of liability provision applicable to the Consultant.

6.9 AUTHORITY TO EXECUTE.

6.9.1 THE VILLAGE.

The Village hereby warrants and represents to the Consultant that the persons executing this Contract on its behalf have been properly authorized to do so by its corporate authorities.

6.9.2 THE CONSULTANT.

The Consultant hereby warrants and represents to the Village that the persons executing this Contract on its behalf have the full and complete right, power, and authority to enter into this Contract and to agree to the terms, provisions, and conditions set forth in this Contract and that all legal actions needed to authorize the execution, delivery, and performance of this Contract have been taken.

6.10 ENTIRE AGREEMENT.

This is the complete Agreement between the Parties with respect to the subject matter and all prior discussions and negotiations are merged into this Agreement. This Agreement is entered into with neither party relying on any statement or representation made by the other party not embodied in this Agreement and there are no other agreements or understanding changing or modifying the terms. This Agreement shall become effective upon final statutory approval of the Village.

7. NOTICE.

7.1 NOTICES REQUIRED OR PERMITTED

All notices required or permitted to be given under this Contract shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, (3) by certified mail, return-receipt requested, and deposited in the U.S. Mail, postage prepaid, or (4) by electronic mail.

Unless otherwise expressly provided in this Contract, notices shall be deemed received upon the earlier of: (a) actual receipt; (b) one business day after deposit with an overnight courier, as evidenced by a receipt of deposit; or (c) four business days following deposit in the U.S. mail, as evidenced by a return receipt.

By notice complying with the requirements of this Section, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following addresses:

Village of Carol Stream
500 N. Gary Avenue
Carol Stream, Illinois 60188
Attn: Director of Engineering Services
EngineeringServices@carolstream.org

Notices and communications to the Consultant shall be addressed and delivered to the

person and address for the Consultant identified in their Proposal. To the extent the Consultant desires notices to be sent to a different person and/or address than set forth therein, any such alternative contact person and/or address shall be provided to the Village in writing.

8. TERMINATION.

If the Consultant fails to comply with the terms and conditions of this Agreement or to adequately perform any provisions of this Agreement, the Village may pursue such remedies as are legally available including, but not limited to, the termination of this Agreement in the manner specified herein.

8.1 TERMINATION FOR CAUSE.

If the Consultant fails to comply with the terms and conditions of this Agreement or to adequately perform any provisions of this Agreement, or whenever the Consultant is unable to substantiate full compliance with provisions of this Agreement, the Village may terminate the Agreement pending corrective actions or investigation, effective not less than fourteen (14) calendar days following written notification to the Consultant of its authorized representative. At the end of the fourteen (14) calendar days the Village may terminate the Agreement, in whole or in part, if the Consultant fails to adequately perform any provisions of this Agreement or comply with the terms and conditions of this Agreement and any of the following conditions exist:

- a. The lack of compliance with the provisions of this Agreement was of such scope and nature that the Village deems continuation of the Agreement to be substantially detrimental to the interest of the Village;
- b. The Consultant has failed to take satisfactory action as directed by the Village or its authorized representative within the time period specified by the Village;
- c. The Consultant has failed within the time specified by the Village or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this Agreement;

and there upon shall notify the Consultant of termination, the reasons therefore, and the effective date provided such effective date, no charges incurred under any terminated portions of the Scope are allowable.

The Consultant shall continue performance of the Agreement to the extent it hasn't been terminated and shall be liable for all reasonable costs incurred by the Village to procure similar services. The exercising of its rights of termination shall not limit the Village's right to seek any other remedies allowed by law.

8.2 TERMINATION FOR OTHER GROUNDS

This Agreement may also be terminated in whole or in part:

- a. By the Village, when in the interest of the Village or for the convenience of the Village provided that the Village shall give fourteen (14) calendar days written notice of Agreement termination to the Consultant specifying what part(s) of the Agreement are being terminated and when it becomes effective. If the Agreement is terminated for the convenience of the Village as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date;
- b. By the Village, with the consent of the Consultant or by the Consultant with the consent of

- the Village, in which case the Parties shall devise by mutual agreement, the conditions of termination, including effective date and in case of termination in part, that portion to be terminated;
- c. If the funds allocated by the Village via this Agreement are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services;
 - d. In the event the Village fails to pay the Consultant promptly or within sixty (60) days after invoices are properly rendered, the Village agrees that the Consultant shall have the right to consider said default a breach of this agreement terminated. In such event, the Village shall then promptly pay the Consultant for all services performed and all allowable expenses incurred.

***** END OF GENERAL TERMS AND CONDITIONS *****



1420 Kensington Road, Suite 103
Oak Brook, Illinois 60523
PH 630.203.3340
FAX 630.203.3341
www.geosyntec.com

November 30, 2020

Gregory R. Ulreich, P.E., CFM
Stormwater Administrator
Village of Carol Stream, Engineering Services Department
Carol Stream, IL-60188
gulreich@carolstream.org

**Subject: Proposal for Professional Engineering Services:
"Kimberly North Stormwater Drainage Study"**

Dear Mr. Ulreich:

Geosyntec Consultants, Inc. (Geosyntec) is pleased to provide the Village of Carol Stream (Village) with this proposal for professional engineering services to create a model of the hydrologic and hydraulic conditions of the stormwater management facility at the northwest corner of Fullerton Avenue and Kimberly Drive. Geosyntec will use said model to then develop several, concept-level alternatives as detailed herein to improve its performance. This proposal was prepared pursuant to your request on the telephonic conversation with Geosyntec Consultants on November 13, 2020. The remainder of this proposal presents the background and proposed scope of work.

BACKGROUND

The stormwater management facility (SMF) at the northwest corner of Fullerton Avenue and Kimberly Drive frequently overtops the access drive and emergency spillway, which results in erosion and localized flooding upstream. Underneath the access driveway (to Fullerton Avenue) is a culvert designed to connect and equalize the storage between the west and east lobes. Although designed to be a dry detention, a relatively consistent base flow and unusually long retention times have combined to make turf maintenance impracticable.

The SMF is referred to as Detention Basin #1 on the Engineering Improvement Plans titled "Kimberly North Industrial Subdivision Phase 1 & 2" (ENG49585). It was designed to provide site runoff storage for what the plans show as Lots 1, 2, 3, 4, 5, 6 and 18, but the property was subdivided instead as Lots 1-4 of "Kimberly North Unit 1" (R1983-028312) and Lots 2-4 of "Kimberly North Unit 2" (R1984-079139). The SMF itself was constructed as part of Unit 1, Lot 4 (aka Lot 18), which was then subdivided further by "Kimberly North Unit 4" (R1989-111820). This resulted in the current ownership split between 245 E Fullerton Avenue (west lobe) and 285 E Fullerton Ave (east lobe).

The 1981 stormwater calculations (ENG200277) examined several alternatives (“Southern Watershed Alternates”) for routing the discharge from two, preliminary basins designated as “Middle Basin” and “Southern Basin”. None of the alternatives were adopted and the final solution was to install and route all discharge through an 8-inch diameter pipe beneath the Canadian National tracks. Lot 1 of Unit 2 (aka Lot 17; aka 640 Kimberly Dr) provides its own site runoff storage and discharges into the same 8-inch crossing rather than utilize an existing 12” culvert beneath the tracks (approximately 750’ north of Fullerton Ave.).

The subject SMF was developed under the Village’s stormwater ordinance, which required a release rate of 0.11 cfs/acre and 6 inch, 100-year, 24-hour rainfall per NWS TP40. The offsite, tributary area is bounded by Tower Boulevard, Schmale Road, and Fullerton Avenue to the north, east, and south, respectively. The vast majority of which was developed after adoption of the DuPage County Countywide Stormwater and Floodplain Ordinance (DCSFPO) and therefore based on a release rate of 0.10 cfs/acre using rainfall per ISWS Bulletin 70. The area contains 10 stormwater management facilities at the locations provided in the table below:

Stormwater Management Facilities – Offsite & Upstream				
640 Kimberly Dr	319 E Fullerton Ave	325 E Fullerton Ave	550 Center Ave	610 Center Ave
400 E Fullerton Ave	465 E Fullerton Ave	545 E Fullerton Ave	450 Tower Blvd	590 Tower Blvd

During the development of Phase II of Kimberly North Industrial Subdivision, it was confirmed that site runoff storage for Lots 4, 5 & 6 would be provided in the subject SMF. The calculations showed that the storm sewer system in Kimberly Drive is sufficient to convey the 100-year flow, but if that is insufficient, the overland flow route would be through the SMF on 640 Kimberly Drive.

The Village reconstructed Fullerton Avenue east of Kimberly Drive in the mid-1980’s, where it routed the storm sewer into the subject SMF. Documentation shows that the Village determined that there was sufficient, excess capacity within the existing SMF to provide site runoff storage for the reconstruction and then presumably had obtained permission from the property owner.

As noted above, in 1989 Lot 4 was subdivided into two lots per Kimberly North Unit 4. That subdivision included retrofitting the SMF to improve the conveyance of the smaller, more frequent

events, but it also removed approximately 10 acre-ft of site runoff storage by filling in the north half of the western lobe. **No supporting calculations have been discovered to date.**

In 2000, the new lot (245 E Fullerton Ave) was finally developed and approximately 0.3 acre-ft of site runoff storage was added. **No supporting calculations have been discovered to date.**

PROPOSED SCOPE OF WORK

The Village's objective is for Geosyntec to perform a comprehensive stormwater drainage study to identify potential improvements that will maximize the Stormwater Management Facility's flood reduction capability while supporting its retrofit to a native-vegetated, wetland bottom in order to minimize future maintenance. Geosyntec proposes the tasks set forth herein, which will be executed in a sequential manner to achieve the study's objective.

Task 1: Data Review / Identify Overland Flow Routes / Topographic Survey

The Village will provide Geosyntec with the following data:

- DuPage County 2017 1-ft contours (ESRI shapefile)
- DuPage County 2019 aerial imagery (geoTIF)
- Village's Storm Sewer Atlas (ESRI shapefile; includes Diameter, Material & Length)
 - Missing: Rim & Invert elevations
- Site Development Plans, As-builts, and stormwater reports (PDF).
- Water Level Logger Data; East & West Lobes; May thru November 2020 (Excel)

Geosyntec will identify the overland flow routes for each 'Offsite & Upstream' SMF using the 2017 contours. Based on this identification and a review of the storm sewer atlas Geosyntec will discuss the findings with the Village. The Village will assist with filling any gaps identified and discuss if additional survey data is critical for the study. If determined critical, a separate proposal for the supplemental topographic survey will be submitted prior to authorization. For budgetary purposes of this proposal an allowance has been included at this time.

Task 2: Develop Hydrologic & Hydraulic (H&H) Model for Existing Conditions

Geosyntec will develop an H&H model to analyze the performance of the SMF under existing conditions. Since the upstream watershed is almost completely 'built-out', Geosyntec recommends representing the interconnectivity of the various stormwater management facilities using a

dynamic model capable of simulating flow reversals, tailwater influences, and dynamic storage allocation. The modeling shall be completed with industry-accepted freeware that the Village can use to build upon the model in the future. Therefore, Geosyntec proposes using version 5 of the US Environmental Protection Agency Storm Water Management Model (EPA-SWMM), including the full use of its hydrologic and hydraulic components.

Task 2 will be broken into the following components:

- A. Develop the model for the entire tributary area (~80 acres) using rainfall data from USGS 415423088081500 CAROL STREAM WWTF. The model results will be compared to water level logger data provided by the Village, and modeling parameters will be adjusted to achieve a reasonable consistency with field measured data. The model adjustments will focus on achieving reasonable agreement during critical wet-weather events between the period of May to October. The critical events will be decided based on review of rainfall and water logger data in consultation with the Village.
- B. Analyze the SMF's performance with only the existing development of Kimberly North Industrial Subdivision Phases 1 & 2 (i.e. 245, 285 & 315 E Fullerton Ave and 551, 555, 595 & 615 Kimberly Dr; excludes 640 Kimberly Dr) being tributary during a 24-hour, 100-year design storm per ISWS Bulletin 75.
- C. Analyze the SMF's performance when the tributary area from Fullerton Avenue is added to the model from Task 2B above.
- D. Analyze the SMF's performance based on the entire tributary area, as well as each individual 'Offsite & Upstream' SMF, during the:
 - o 100-year, 24-hour and critical duration design storms;
 - o Continuous simulation of recorded rainfall for the months of April thru October for both 2019 and 2020.

Task 3: Develop Hydrologic & Hydraulic (H&H) Model for Alternatives Analysis

Geosyntec will develop four, concept-level alternatives whose proposed improvements are intended to meet the study's objective to varying degrees. Each alternative shall include:

1. Upsizing the CNRR crossing to match the conveyance capacity of the downstream 21-inch storm sewer, and;
2. Installing a restrictor structure per the Village's standard detail somewhere on the subject property, and;
3. Upsizing the 12-inch equalizer pipe between the east and west lobes, and;
4. Designing a two-staged restrictor, or equivalent, that is capable of ensuring the water level does not stay above 6-inches for longer than 5 days after a 10-year design storm.
5. Analyzing the SMF's performance based on the entire tributary area during the:
 - a. 100-year, 24-hour and critical duration design storms;
 - b. Continuous simulation of recorded rainfall for the months of April thru October for both 2019 and 2020.

The proposal cost is based on the level-of-effort required to accomplish an analysis of each of the following alternatives:

- A. Alternative 1: Size the restrictor so it will produce the allowable release rate (0.1 cfs/acre) at the existing HWL based on the tributary area from Task 2C (includes Fullerton Ave). Route the emergency overflow via pipe and provide a weir as a secondary, emergency overflow route.
- B. Alternative 2: Size the restrictor to prevent overtopping the emergency overflow weir at its existing elevation.
- C. Alternative 3: By-pass parallel pipe (north side of Fullerton R.O.W.).
- D. Alternative 4: Relocate the Fullerton Ave driveway to the western property line in order to increase storage capacity by combining the two lobes and sizing the restrictor per:
 - i. Task 3A above, and;
 - ii. Task 3B above.
- E. Alternative 5: Modify the three, largest, 'Offsite & Upstream' SMF's (i.e. By volume: 550 Center Ave, 465 E Fullerton Ave & 545 E Fullerton Ave) to use "Continuous Monitoring and Adaptive Control". The outcome of the previous four alternatives will determine the magnitude of the benefit for this alternative. This proposal does not include the analysis for Alternative 5 on the basis that the outcome of the previous four alternatives will determine if warranted. A separate proposal can be provided upon request.

Task 4: Study Deliverables

Geosyntec will provide the following project deliverables in electronic format:

- Task 1 Exhibit (Working): Provide for Village review an exhibit illustrating the overland flow route and identifying areas where supplemental topographic survey is proposed; includes a 2-hour teleconference meeting.
- Task 2 Exhibit & Model (Working): Provide for Village review an exhibit illustrating the sub-watershed delineations and their hydrologic characteristics, as well as the calibrated model; includes a 2-hour teleconference meeting.
- Task 2 Models (Working): Provide for Village review the models for each analysis performed in Tasks 2B, 2C and 2D; includes 2-hour teleconference meeting.
- Technical Memorandum (Draft): The content of the memorandum shall contain the following; includes a 2-hour teleconference meeting:
 - Narrative: A summary of the results from Task 2, a summary for each alternative from Task 3 that compares the proposed system's performance to the existing conditions, and a discussion of the constructability of each alternative.
 - Concept-level Exhibits: Each alternative will be represented in a plan-view with an aerial background, existing and proposed contours, storm sewer system, and schematics of any proposed changes to the site's geometric design.
 - Concept-level Engineer's Opinion of Probable Cost: Each alternative will have the major construction activities itemized and provided with parametric pricing when applicable.
 - Modeling Input/Output: Provide an appendix with summary tables of the inputs necessary to re-create the model from scratch, as well as summary tables of outputs such that a review of the model's electronic file is unnecessary.
 - Model File: All input and custom files required to execute the model and produce the same results as the summary tables above.
- Technical Memorandum (Final): Revise the Draft based on written comments from the Village. Geosyntec assumes the comments will be primarily editorial and thus would not require substantial rework.

Greg Ulreich
November 30, 2020
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COST ESTIMATE

Geosyntec has provided a level of effort and cost estimate for executing the proposed scope of work described above. Geosyntec's rate table for 2021 is also included for reference.

CLOSING

Geosyntec appreciates the opportunity to be of service to the Village on this important project. To oversee the proper execution of this project, Dawn will serve as the project manager and the primary point of contact, and Rishab will serve as the senior review engineer. If you have any questions, please do not hesitate to call either of the undersigned.

Sincerely,



Rishab Mahajan, PE
Senior Engineer
630-203-3361



Dawn Brook, PE
Senior Engineer
630-203-3376



Matt Bardol, PE
Senior Principal
630-203-3368

Attachments:
Cost Estimate
Rate Table

Professional Engineering Services: Kimberly North Stormwater Drainage Study

Task	Subtask	Short Description	Senior Technical Advisor	PD / Senior Tech. Lead	PM	Asst PM and Tech. Lead	Modeling	Admin/ Invoicing	Total Hours	Total Cost	Direct Expenses, Cost + 0.1		Total Cost		
			Matt Bardol	Rishab Mahajan	Dawn Brook	Emily Campbell	Ranjita Tiwari	Amy Wrather			Geosyntec	Geosyntec		description	cost
			Senior Principal	Senior Professional	Senior Professional	Professional	Senior Staff Professional	Project Administrator							
			\$254.00/hr	\$215.00/hr	\$215.00/hr	\$168.00/hr	\$147.00/hr	\$68.00/hr							
hours	hours	hours	hours	hours	hours	hours	Cost	Cost							
1		Data Review / Identify Overland Flow Routes / Topographic Survey	9	10	18	20	48		99	\$17,198		\$0	\$17,198		
	a	Review Data		2	2	6	15		25	\$4,073					
	b	Identify Overland flow routes	1	4	4	6	15		30	\$5,187					
	c	Identify Critical Areas for Topographic Survey	1	2	8	4	8		23	\$4,252					
	d	Prepare exhibit	1		2	2	8		13	\$2,196					
	e	Client Coordination Call		2	2	2	2		8	\$1,490					
2		Develop Hydrologic & Hydraulic (H&H) Model for Existing Conditions	10	20	16	40	132		218	\$96,404		\$0	\$96,404		
	a	Develop and Calibrate Model	2	10	6	24	90		132	\$21,210					
		Prepare Exhibit & Client Coordination Call		2	2	2	10		16	\$2,666					
	b	Analyze performance with only the existing development of Kimberly North Industrial Subdivision Phases 1 & 2	2	2	2	4	10		20	\$3,510					
	c	Analyze the SMF's performance with the tributary area from Fullerton Ave	2	2	2	4	10		20	\$3,510					
	d	Analyze the SMF's performance based on the entire tributary area	2	2	2	4	10		20	\$3,510					
	e	Client Coordination Call	2	2	2	2	2		10	\$1,998					
3		Develop Hydrologic & Hydraulic (H&H) Model for Alternatives Analysis	4	8	8	16	49		85	\$14,347		\$0	\$14,347		
	a	Alternative 1	1	2	2	4	12		21	\$3,550					
	b	Alternative 2	1	2	2	4	12		21	\$3,550					
	c	Alternative 3	1	2	2	4	12		21	\$3,550					
	d	Alternative 4	1	2	2	4	12		21	\$3,550					
4		Study Deliverables	10	9	25	15	64	10	139	\$22,458		\$0	\$22,458		
	1	Draft Tech Memo	2	2	4	2	20	1	31	\$5,142					
	2	Concept Level exhibits for alternatives	2	2	4	4	20		32	\$5,410					
	3	Probable Cost of Alternatives	2		4	2	12		20	\$3,468					
	4	Final tech memo	2	3	3	5	10	1	24	\$4,176					
	5	Project Management and Invoicing			8			8	16	\$2,264					
	6	Client Coordination Call	2	2	2	2	2		10	\$1,998					
5		Allowance							0	\$0		\$10,000	\$10,000		
	1	Topographic Survey							0	\$0					
		Total Hours	27	47	67	91	293	10	535	\$90,407		\$10,000	\$100,407		
		Total Cost	\$6,858	\$10,105	\$14,405	\$15,288	\$43,071	\$680				\$10,000	\$103,119		
												Communications Fee, 0.03 (on labor)	\$2,712		
												Total	\$103,119		

CONFIDENTIAL

GEOSYNTEC CONSULTANTS 2021 RATE SCHEDULE

	<u>Rate/Hour</u>
Staff Professional	\$127
Senior Staff Professional	\$147
Professional	\$168
Project Professional	\$192
Senior Professional	\$215
Principal	\$235
Senior Principal	\$254
Technician I	\$ 66
Technician II	\$ 70
Senior Technician I	\$ 75
Senior Technician II	\$ 83
Site Manager I	\$ 92
Site Manager II	\$100
Construction Manager I	\$115
Construction Manager II	\$124
Senior Designer	\$164
Designer	\$134
Senior Drafter/Senior CADD Operator	\$120
Drafter/CADD Operator/Artist	\$105
Project Administrator	\$ 68
Clerical	\$ 54
Direct Expenses	Cost plus 10%
Subcontract Services	Cost plus 12%
Technology/Communications Fee	3% of Professional Fees
Specialized Computer Applications (per hour)	\$ 12
Personal Automobile (per mile)	Current Gov't Rate
Photocopies (per page)	\$.08

Rates are provided on a confidential basis and are client and project specific.

Unless otherwise agreed, rates will be adjusted annually based on a minimum of the Producer Price Index for Engineering Services (PPI).

Rates for field equipment, health and safety equipment, and graphical supplies presented upon request.
Construction management fee presented upon request.



MATTHEW R. BARDOL, P.E., CFM, CPESC, D.WRE

**Floodplain Map Revisions and flood mitigation
Hydrologic and hydraulic design
Bridge and culvert design
Drainage studies**

EDUCATION

M.S., Civil Engineering, University of Southern California, Los Angeles, CA, 2002
M.S., Environmental Management, Hardin-Simmons University, Abilene, TX, 1999
B.S., Civil Engineering, University of Notre Dame, South Bend, IN, 1996

PROFESSIONAL REGISTRATIONS/CERTIFICATIONS

Licensed Professional Engineer: Illinois, Indiana, California, Hawaii, Michigan,
Missouri, Mississippi, Ohio, and Texas
Certified Floodplain Manager (CFM), Illinois No. IL-06-00253
Certified Professional in Erosion and Sediment Control (CPESC), No. 3972
Diplomate, Water Resources Engineer (D.WRE) American Academy of Water
Resource Engineers

CAREER SUMMARY

Mr. Bardol has over 23 years of diverse environmental and water resource engineering experience, providing a breadth of technical expertise to address the most complex water resource situations with innovative solutions. Matt listens to his client's needs, and draws upon his experience as a military engineer and program manager of major stormwater infrastructure projects, his academic training in both groundwater and surface water, and his experience serving as the lead technical design expert on projects across the US to provide high value solutions for his clients. Matt's diversity is demonstrated by his broad project experience, which encompasses detailed design, obtaining permits, and preparing comprehensive studies for both traditional and sustainable green infrastructure.

Relevant Projects

Urban Flood Mitigation Study – City of Chicago, Metropolitan Water Reclamation District (MWRD), Chicago, Illinois. Led a first of its kind urban stormwater study with the Metropolitan Water Reclamation District of Greater Chicago for a 17-square mile area that intricately examined urban flooding within a combined sewer system. The study explicitly modeled the performance of green infrastructure to reduce basement backups, surface flooding, and the volume of water reaching the combined sewer system. The

analysis explored various methods to model and quantify the performance and cost of green and gray infrastructure within the City's existing intricate combined sewer model. Key to the quantitative approach to evaluating the performance of "upscaling" green infrastructure at a broad scale, is the integration of optimization software to evaluate over 500,000 potential combinations of both green and gray infrastructure solutions within the study area.

Flood Control Improvements, Pipe and Infrastructure Inspection and Rehabilitation, St. Peters, MO. Project Director and engineer of record for a two-phased \$3.6M capital improvement planning and design project to eliminate flooding at a major roadway intersection for the 100-year event. Phase I consisted of data collection, infrastructure inspections, and development of conceptual plans. A hydrologic and hydraulic model and analysis of 40,000 alternatives was performed for the entire watershed study using a cloud-based optimization software to significantly reduce the potential cost of implementation, evaluating an extensive range of improvements. Phase II was the development of plans and construction documents for five projects (1: Major roadway stormwater sewer system, 2: Pipe assessment, rehabilitation, replacement, and lining of large sewer system; 3: Floodplain compensatory storage park; 4: Channel Restoration; and 5: Flood Control Facility Retrofit.

Richton Park Subregional Stormwater Management Concept, Village of Richton Park, IL. Served as project manager, directing the natural resource mapping and analysis for the Richton Park Subregional Stormwater Management plan. The Stormwater Management plan consisted of evaluating riparian corridors, soils, flood depth, and ecological integrity zones. The analysis resulting in an integrated plan to assist the Village of Richton Park in guiding future development to protect natural resources, mitigate flooding, and reduce nutrient loads to the Hickory Creek.

Stormwater Master Plan, University Park, IL. Matt served as the project manager in the development of an integrated stormwater master plan for Governor State University. The plan consisted of analyzing existing problem areas, engineering a hydraulic model for recommended flood mitigation and water quality improvements, and developing a conceptual layout to illustrate the existing storm sewer network with the recommended improvements to mitigate localized flooding and to reduce sediment load to receiving water bodies.

Stormwater Master Plan for University of Missouri, Columbia, MO. Geosyntec developed a multifaceted Stormwater Master Plan for the University to guide sustainable stormwater management as part of the capital improvement plan, while integrating the USEPA requirements for Municipal Separate Storm Sewer Systems (MS4). Served as

technical lead in developing tailored design guidance for recommended stormwater Best Management Practices (BMP). Designed and coordinated construction of bio-retention cell to capture and treat stormwater runoff of parking lot as part of campus demonstration project.

Green Infrastructure Stormwater Retrofits, Springfield, Missouri. Geosyntec developed detailed designs and construction documents for the retrofit of two stormwater detention facilities at local Universities to target urban water quality improvements. Integral to the designs was source water hydrologic modeling and the design of pretreatment systems for adjacent parking lots to preserve infiltration capacity within the basins. The design team facilitated coordination meetings with the City and University Staff, prepared planting plans to complement existing facilities, prepared construction specifications and bid documents; and supported the City inspectors during construction implementation.

Kansas City Green Infrastructure, Kansas City, MO. Served as the lead engineer for the development of preliminary and final construction documents for a series of green infrastructure (GI) practices in Kansas City, MO. Led the development of detailed EPA-SWMM models using continuous simulation to size the GI practices, analyze performance, maximize water quality, and CSO mitigation.

Flood Study to Support FEMA Letter of Map Revision, Pinnacle Business Center, Romeoville, IL. Served as the project manager and lead engineer in the preparation of two separate Conditional Letter of Map Revisions (CLOMR) and Letter of Map Revisions (LOMR) for distinct phases of construction for the Pinnacle development. The study included collection of site survey data, LiDAR data, prior studies, and record drawings. A hydrologic and hydraulic analysis was performed using GIS integrated modeling software to streamline the mapping process. Complete CLOMR, and subsequent LOMR packages, were prepared.

PROFESSIONAL EXPERIENCE

Geosyntec Consultants, Oak Brook, Illinois, 2010-present

Cowhey Gudmundson Leder, Itasca, Illinois, 2004-2010

Patrick Engineering, Lisle, Illinois, 2003-2004

United States Air Force (USAF), Civil Engineering Officer, 1996-2003

DAWN C. BROOK, P.E., LEED AP

**site civil design
land planning
stormwater BMP design and implementation
construction management**

EDUCATION

B.S., Civil and Environmental Engineering with a Minor in Business Administration,
Marquette University, Milwaukee, Wisconsin, 2000

REGISTRATIONS AND CERTIFICATIONS

Professional Engineer, State of Illinois, No. 06-2057933
Professional Engineer, State of Indiana, No. 11900036
Professional Engineer, State of Mississippi, No. 29635
LEED AP, Green Building Certification Institute, No. 10283618-AP

CAREER SUMMARY

Ms. Brook is a professional civil engineer with over 15 years of experience in the area of land development. Her experience includes project management, site civil design, local and state permitting, and construction management. Ms. Brook has extensive experience in large scale development projects in the private industry for site civil improvements. She has coordinated and led multi-disciplined teams for private and public clients. Working within a built environment can be challenging, however, developing feasible design strategies to meet the client's vision is a passion for Dawn.

Over the past 7 years, Ms. Brook has worked on several process water and stormwater infrastructure projects for industrial clients. These capital projects span several years from inception to installation. Activities include stormwater management planning, feasibility studies/alternative analysis, site investigations, utility design upgrades, as well as providing technical support during the bid and construction phases.

Representative Projects

St. Peters, Missouri, Flood Control Projects, Stormwater Planning P22/23 (Phase I and II), St. Peters, Missouri. Senior engineer providing conceptual design support and performed internal QA/QC reviews of design calculations associated with storm sewer improvements and a stormwater park to reduce flooding and drainage issues along a major thoroughfare. Prepared bid documents for the client consisting of technical specifications, construction drawings, and bid forms.

Calwood Creek Basin Retrofits, City of Springfield, Springfield, MO. Senior Engineer. Developed detailed designs and construction documents for the retrofit of two stormwater detention facilities to target urban water quality improvements and 3,100 lineal feet of creek restoration to prevent erosion and re-establish the native vegetation. Reviewed the water quality calculations and design plans and prepared the construction specifications and bid documents.

Green Infrastructure BMP Design (Greenprint Communities) – RES Projects, St. Louis, Missouri. Senior reviewer to oversee the reduction of stormwater runoff into a combined sewer system maintained by Metropolitan St. Louis Sewer District. A watershed-based approach was developed for the 7-acre site. BMP design criteria for water quality were implemented through proposed grading via bioretention cells. Using the agency's tool for annual volume reduction calculation, Geosyntec's design will reduce the volume of stormwater into the combined system by 10 acre-feet.

Confidential Client, Chicago, IL. Senior Engineer. Provided design services to retrofit an existing stormwater detention system with a real-time control system to use detained stormwater for on-site irrigation which greatly reduced wet weather flow to the downstream combined sewer system. Gathered data on the existing irrigation system and designed the proposed irrigation retrofit connections. Coordinated the permitting efforts as a 'grey-water' reuse system. During the bidding process, provided support to address contractor Requests for Information (RFIs).

Big Urbie Basin Retrofits, City of Springfield, Springfield, MO. Senior Engineer. Developed detailed designs and construction documents for the retrofit of two stormwater detention facilities at local Universities to target urban water quality improvements. Integral to the designs was source water hydrologic modeling and the design of pretreatment systems for adjacent parking lots to preserve infiltration capacity within the basins. Prepared planting plans to complement existing facilities, prepared construction specifications and bid documents.

Confidential Client, IL. Senior Engineer. Provided a feasibility study for replacing an existing 22' arch pipe within an urban right-of-way. Reviewed design calculations for equivalent pipe configurations as well as feasibility for the construction to minimize disruption. Assisted with the sequence of construction and cost analysis for the storm sewer replacement.

PROFESSIONAL EXPERIENCE

Geosyntec Consultants, Inc., Oak Brook, Illinois, 2013-present

TRC Environmental Corporation, Chicago, Illinois, 2010-2013

Cowhey Gudmundson Leder, Ltd. (Manhard Consulting), Itasca, Illinois, 2000-2010

EMILY CAMPBELL, PE, CFM, CPESC

**hydraulics and hydrology
stormwater management
wetlands and floodplains
NPDES permit compliance**

EDUCATION

M.S., Biosystems Engineering, Michigan State University, E. Lansing, Michigan, 2014

B.S., Biosystems Engineering, Michigan State University, E. Lansing, Michigan, 2012

REGISTRATIONS AND CERTIFICATIONS

Professional Engineer, State of Illinois, License No. 062.070122, 2017

Certified Floodplain Manager (CFM), No. IL-18-00830, 2018

Certified Professional in Erosion Sediment Control, Envirocert Int., No. 8039, 2018

CAREER SUMMARY

Emily Campbell is an engineer in water resources at Geosyntec's Oak Brook location. Emily has 6 years of experience in water resource engineering, including stormwater management, ecological restoration, and wastewater treatment design. Since joining Geosyntec, she has worked on a variety of projects, including hydraulic, hydrologic, and water quality modeling, GIS analysis and data management, NPDES permit compliance, bid document preparation, and construction oversight. She is proficient in a variety of design and analysis tools including ArcGIS, Civil 3D, SWMM, HEC-RAS, and HEC-HMS.

Representative Projects

Stormwater Management at a Bulk Material Handling Facility, Confidential Client, Detroit, Michigan. Assisted a facility with decommissioning a stormwater pond, designing an alternative stormwater management system, and permitting construction and industrial activities. Worked with a geotechnical engineering firm and the client to develop a plan to manage stormwater and river water management during construction of a dock. Developed a design for post construction stormwater infrastructure that would not inhibit the client's use of the facility, including traffic patterns for heavy equipment.

Detention Basin Restoration, Confidential Client, St. Charles, Illinois. Provided site investigation to determine the cause of flooding at a detention basin in Illinois. Constructed and installed a siphon to drain the pond and clean out the discharge orifice. Constructed and installed a temporary trash grate. Met with City to discuss restoration and discharge requirements; developed restoration design including analysis of a retrofitted discharge structure. Met with Contractors on-site to discuss design

constructability. Coordinated with City for permitting and throughout construction.

Grand Park Hydrologic and Hydraulic Assessment - Technical Lead, OLIN, Clarksville, Indiana. Geosyntec served as a technical advisor to OLIN for the proposed Grand Park, a 632-acre property located along the Ohio River in Indiana. The property frequently floods and has numerous hydrological features, including wetlands, creeks, ponds, and historical flow control devices. Geosyntec was hired by OLIN to help the project team understand how the hydrology would affect park uses and to envision ways to leverage the hydrological features for recreational purposes. OLIN was also concerned about continual degradation along the Ohio River shoreline and within incised streams located on the property. Geosyntec's work informed OLIN regarding the programming of recreational facilities, open space management, and water quality considerations for the park. Geosyntec provided concept layouts and storybooks to illustrate the frequency, duration, and location of anticipated flooding and stream restoration concepts and river flow deflection devices to limit erosive forces on the stream bed and riverbanks.

Stream Restoration and Basin Retrofit, Hydraulic and Hydrologic Modeling, St. Peters, Missouri. Geosyntec was hired by the City of Peters, Missouri to provide design for several stormwater projects throughout the City. Project manager for multiple stormwater project sites including a stream restoration and three basin retrofits. Performed hydraulic and hydrologic modeling to support the design, including scour analysis. Coordinated with Geosyntec's ecological subcontractor on the development of vegetation plans for each project area. Assisted on the development of technical design drawings and specifications used for bid. Provided an engineering estimate of probable cost. Assisted on sediment and erosion control design. Performed quantity calculations for use in the bid document. Utilized Civil 3D, ArcGIS and SWMM to support design.

Central Baptist Green Infrastructure Design, Metropolitan St. Louis Sewer District (MSD), St. Louis, Missouri. MSD's Project Clear Rainscaping Large Scale Grants Program funded Geosyntec's design and engineering services to develop detailed BMP design drawings and supporting calculations for the implementation of the stormwater management features to the existing combined sewer infrastructure. Facilitated a watershed-based approach for evaluating the use of bioretention cells and tree trenches to capture and treat stormwater runoff to reduce the volume of runoff and improve water quality. Assisted in the design of bioretention cells and tree trenches and evaluating the proposed flow into the downstream storm sewer network.

PROFESSIONAL EXPERIENCE

Geosyntec Consultants, Inc., Oak Brook, Illinois, 2014-present
Michigan State University, Graduate Researcher, East Lansing, Michigan, 2012-2014
MDOT, Lansing, Michigan, 2011-2014

RISHAB MAHAJAN, P.E., CFM, CPSWQ

**hydraulics and hydrology
hydrodynamics
water quality modeling**

EDUCATION

M.S., Environmental Engineering, University of Cincinnati, Cincinnati, Ohio, 2009

B.S., Civil Engineering, Punjab Engineering College, Chandigarh, India, 2007

REGISTRATIONS AND CERTIFICATIONS

Licensed Professional Engineer: Georgia No. 038543

Certified Floodplain Manager (CFM)

Certified Professional in Stormwater Quality (CPSWQ)

CAREER SUMMARY

Rishab Mahajan is a senior water resources engineer in Geosyntec's Oak Brook office with over 10 years of experience. His expertise includes hydrology and hydraulics, hydrodynamic, sediment transport and water quality modeling with a focus on regulatory permits and requirements, stormwater management, surface water system assessments, total maximum daily load (TMDL) development and implementation, and nutrient criteria limit development. His stormwater and floodplain experience developing detailed hydrologic and hydraulic studies to obtain revisions to FEMA Flood Insurance Rate Maps (FIRM) and Flood Insurance Studies (FIS), floodplain permitting effective storm water management designs, NPDES permits, dam safety permits and designs. Rishab served as co-author on a Water Environment Federation (WEF) publication on Stormwater, Watershed, and Receiving Water Quality Modeling.

RELEVANT PROJECTS

Urban Stormwater Infrastructure Study and Design, City of St. Peters, Missouri, St. Peters, Missouri. Mr. Mahajan implemented the use of a genetic algorithm optimization technique with SWMM model to evaluate over 200,000 alternatives to develop a multi-year phased Capital Improvement Plan (CIP) that achieved optimal performance by prioritizing improvements. The project involved the evaluation of a multi-faceted drainage system that collected approximately 356 acres of urban runoff. The system is comprised of a network of major trunk sewers, streams, ponds, and detention facilities. A watershed approach was taken for this project to effectively solve flooding issues and improve water quality to support an intelligent CIP to support NPDES compliance. Upon

selection of prioritized solutions, the Geosyntec team developed detailed designs for each phase of implementation.

Fort Shafter Levee Design and Flood Mitigation Project, USACE, Oahu, Hawaii. As the project engineer, Mr Mahajan worked on the development of revised hydrologic and hydraulic model of the interior drainage system of Fort Shafter (FS) Flats, Oahu, Hawaii to support a Letter of Map Revision (LOMR) based on record drawings. The revised model was developed in EPA Storm Water Management Model (SWMM) for an integrated evaluation of the pump system along with the constructed storm sewers and detention basin.

Flood Study to Support FEMA Letter of Map Revision, Pinnacle Business Center, The Pizzuti Companies, Romeoville, Illinois. Served as the Assistant Project Manager in preparation of Letter of Map Revisions (LOMR) for the latest phase of construction for the Pinnacle Development, in Romeoville, Illinois. The study included collection of site survey data, LiDAR data, prior studies, and record drawings. A hydrologic and hydraulic analysis was performed using SWMM to streamline the mapping process. Complete LOMR was prepared which included a dam safety report for the embankments of the proposed ponds in the development.

Mill Creek Watershed Support, Chicago Metropolitan Agency for Planning (CMAP), Kane County, Illinois. Project Manager for pollutant load modeling and BMP pollutant load reduction modeling and associated services for the Mill Creek (Kane County) and Indian Creek (Kane and DuPage County) watersheds.

Fox River Water Quality Model Update, Fox River Study Group. As Project Manager, Mr. Mahajan is currently leading the development of water quality model for 98 miles of the Fox River in Illinois. The Fox River Study Group (FRSG) is a diverse coalition of stakeholders working together to assess water quality in the Fox River watershed. As part of that effort, the FRSG is implementing a long-term, phased work plan to eliminate water quality impairments due to nuisance algae, low dissolved oxygen (DO), diel DO swings, and high phosphorus concentrations. Geosyntec has finished recalibration the FRSG's existing QUAL2K model of the Fox River. The model will be used to assess the alternatives such as dam removal, nutrient load reduction for improving the water quality in Fox River.

PROFESSIONAL EXPERIENCE

Geosyntec Consultants, Inc., Oak Brook, Illinois, 2014-present

Tetra Tech Inc., Atlanta, Georgia, 2010-2014

United States Environmental Protection Agency (USEPA), Athens, Georgia, 2009-2010

RANJITA TIWARI

**hydrologic and hydraulic modeling
soil erosion and sediment control
best management practice design
SWPPP/SPCC
EPA SWMM**

EDUCATION

M.S., Civil Engineering, University of Illinois, Chicago, Illinois, 2018

B.Tech, Civil Engineering, National Institute of Technology, Surat, India, 2015

PROFESSIONAL TRAINING

40-hr OSHA HAZWOPER

CAREER SUMMARY

Ms. Tiwari is a Senior Staff Professional in the Chicago, Illinois office. Ms. Tiwari has over two years of industry experience focusing on Hydrologic and Hydraulic Modelling, stormwater management, best management practice design, sediment and erosion control design, drafting of specific software, such as HEC-RAS, HEC-HMS, ArcGIS, EPA SWMM and AutoCAD. Ms. Tiwari's current responsibilities include H&H modeling, best management practice design, sediment and erosion control design, and drafting of reports and technical documents and GIS maps and figures.

REPRESENTATIVE PROJECTS

Green Infrastructure Design, Catholic Charities and Central Baptist Church, St Louis, Missouri. Ms. Tiwari assisted in designing green infrastructure and preparing associated calculation packages. She prepared GIS drainage maps for the projects.

MVP Southgate, Extension of Gas Pipeline, Rockingham County, North Carolina. Ms. Tiwari assisted in design of the sediment and erosion control plan for extension of the gas pipeline across Rockingham County, NC. She assisted in the design of sediment and erosion control best management practice. She assisted in preparation of construction documents using Civil3D.

Village of Richton Park, Hickory Creek LOMR, Cook County, Illinois. Ms. Tiwari is assisting in preparation of a Letter of Map Revision. The effort consists of revising hydraulic and hydrologic models based on additional survey data obtained. The model is prepared to support the LOMR application.

Bulldog Cartage, Illinois. Ms. Tiwari developed a HEC-RAS 2D model for Bulldog Dam Breach analysis. She completed the Hazard Potential Category Assessment (HPCA) required per Section 3702.30 of the Illinois Administrative Code, Title 17, Part 3702, Chapter I, Subchapter h. She used GIS desktop analysis to inform the parameters for the Dam breach analysis. She also provided support in preparing a memorandum.

Tejon Mountain Village CLOMR, California. Ms. Tiwari collaborated to create a duplicate effective model using HEC-2 output and assisted with refining 1D/2D HEC-RAS model. She also assisted in several GIS mapping effort.

Program Management Services for Stormwater Master Planning – Combined Sewer Area, Metropolitan Water Reclamation District (MWRD), Chicago, Illinois. Ms. Tiwari assisted in shortlisting Year 2 individual study profiles (ISPs) based on Flood Susceptibility Index, Equalized Assessed Value, Economically Disconnected Area, existing stormwater master plans, previous MWRD projects in the study area and municipality survey results. She also assisted in preparing exhibits and drafting reports.

Lake Petit Dam Inundation Mapping, Georgia. Ms. Tiwari supported development of a HEC-RAS 2D model for dam breach analysis of Lake Petit in Georgia. The model uses a cascading breach analysis of 3 lakes.

Teck Dam, Elk Valley, British Columbia. Ms. Tiwari supported development of a HEC-RAS 2D model for Teck Dam breach analysis. The objective is to classify the dam based on hazard potential.

Boeing Kent Space Center, City of Kent, King County, Washington. Ms. Tiwari prepared an Estimated Opinion of Probable Cost and Specifications for a sand media filtration system for the Boeing Kent Space Center Facility located in King County, Washington. She used RSmeans to derive costs for the EOPC and CAD to derive quantities.

Bonne Femme Watershed Plan, Boone County, Missouri. Ms. Tiwari is currently using Spreadsheet Tool for Estimating Pollutant Load (STEPL) model to estimate load reductions from implementation of various best management practices. The objective is to prepare a watershed-based plan for Boone County. She used GIS to analyze and prepare inputs (nutrient and sediment loads from different land uses, soil's hydrologic category, animal population and distribution, etc.) for the STEPL model.

PROFESSIONAL EXPERIENCE

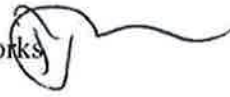
Geosyntec Consultants, Inc., Chicago, Illinois, 2018-present

University of Illinois at Chicago, Graduate Researcher, Complex and Sustainable Urban Networks Laboratory, 2017-2018

Metropolitan Planning Council, Chicago, Illinois, March 2017-August 2017

Village of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager

FROM: Philip J. Modaff, Director of Public Works 

DATE: January 13, 2021

RE: Recommendation to Approve a Contract Extension – Lakeshore Recycling Systems - Street Sweeping Services

In February 2018, the Village awarded a publicly bid contract to Lakeshore Recycling Systems for street sweeping services. The original contract amount totaled \$72,200¹, and included an option for three, one-year extensions at the Village's discretion. In 2019 and 2020 the Village awarded one-year extensions with an increase of 2.5% (in accordance with the bid results).

LRS has met contract performance requirements in a satisfactory manner and works well with staff with regards to communication, flexibility in scheduling and timely invoicing. The original awarded contract provides for a 2.5% increase for the period May 1, 2021 thru April 30, 2022.

Therefore, staff recommends awarding an extension of the contract with Lakeshore Recycling Systems for Street Sweeping Services in the amount of \$77,751.50 for the period May 1, 2021 through April 30, 2022, pursuant to the provisions of Section 5-8-3(B) and subsection 5-8-14(N) of the Village Code of Ordinances.

Attachment

¹ The contract amount included an allowance of \$3,000 for "Special Sweeping" (such as before/after special events) and \$2,000 for "Emergency Sweeping" (such as following a severe windstorm)

VILLAGE OF CAROL STREAM
STREET SWEEPING BID FORM (PAGE 1 OF 2)

Bidder, in submitting this bid, hereby agrees to comply with all provisions and requirements of the specifications and contract documents attached hereto. This proposal shall remain in force and effect for a 1-year period, from May 1, 2018 through April 30, 2019.

The bid award shall be based upon the total extended price.

<u>SERVICE</u>	<u>UNIT COST</u>	<u>UNITS</u>	<u>TOTAL PRICE EXTENDED</u>
Regular Sweeping	\$ <u>8,400.00</u> (per sweep)	<u>8 sweeps</u>	\$ <u>67,200.00</u>
Special Sweeping	\$ <u>100.00</u> (per hour)	<u>30 hours</u>	\$ <u>3,000.00</u>
Emergency Sweeping	\$ <u>100.00</u> (per hour)	<u>20 hours</u>	\$ <u>2,000.00</u>
GRAND TOTAL:			\$ <u>72,200.00</u>

*Wages and benefits are governed by collective bargaining agreement Teamsters Local 673.

Rates for services listed for 2018/2019 will not increase more than 2.5 % for the 2019/2020-contract period. At its sole discretion, the Village may extend the contract for another one-year term, May 1, 2019 through April 30, 2020

Rates for services listed for 2019/2020 will not increase more than 2.5 % for the 2020/2021-contract period. At its sole discretion, the Village may extend the contract for another one-year term, May 1, 2020 through April 30, 2021

Rates for services listed for 2020/2021 will not increase more than 2.5 % for the 2021/2022-contract period. At its sole discretion, the Village may extend the contract for another one-year term, May 1, 2021 through April 30, 2022.

*Wages and benefits are governed by collective bargaining agreement Teamsters Local 673.

SEE NEXT PAGE FOR PAGE 2 OF 2 OF BID FORM

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

I, Gabe Hanson (name), certify that I am employed as the Ops Manager (title) of Lakeshore Recycling Systems (company), a party to the Agreement to which this certificate is attached, and I hereby certify that I am authorized to make this certificate and that I have personal knowledge of the matters certified to herein, and that following certifications are true and correct:

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

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

2. Payments to Illinois Department of Revenue

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

3. Non-Discrimination: EEOC

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

4. Human Rights Act

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

5. Sexual Harassment Policy

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

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

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

6. Compliance with Freedom of Information Act (FOIA)

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

Lakeshore Recycling Systems
Firm Name

By: Gabe Hanson - ops Manager
Name/Title

[Signature]
Signature

SUBSCRIBED AND SWORN to before
me this 13 day January 2021

[Signature]
Notary Public



Village of Carol Stream.

Interdepartmental Memorandum

DATE: January 13, 2021

TO: Robert Mellor, Village Manager

FROM: Jon Batek, Finance Director

SUBJECT: **Contract Accounts Clerk Position – GovTemps USA**

GovTemps employee Alyssa Retske is nearing the conclusion of the second 6-month extension of her contract with the Village that was renewed on July 24, 2020. As a reminder, this position was filled to supplement utility operations throughout the AMR replacement program.

I am requesting Alyssa's contract be extended for an additional 6 month period as the AMR replacement program continues.

The attached contract conforms with similar agreements executed with GovTemps over the past several years. The contract rate of \$1,234.80 per week is included within the current year budget and reflects an increase of 5% over the last 12 month period. This increase is comparable to adjustments received by Village employees under the current compensation plan and also reflects that Alyssa's current rate of pay falls well below the minimum of the position to which she is assigned.

Should you concur with this recommendation, this item may be placed on the Village Board's January 18, 2021 meeting agenda for further consideration and action.

EXHIBIT A
Worksite Employee and Base Compensation

WORKSITE EMPLOYEE: Alyssa Retske

POSITION/ASSIGNMENT: Outsourced Accounts Clerk

POSITION TERM: January 25, 2021 – July 24, 2021

Worksite Employee may leave assignment by providing fourteen (14) days written notice.

Agreement may be extended annually or for a an agreed upon term, with agreement

among all parties. Please review Section 5 of this agreement for complete terms of the
position.

BASE COMPENSATION: \$30.87 per hour for hours worked, based on a forty (40)
hour work week (\$1,234.80 per week). Standard hours will be paid unless reported
to GovTempsUSA, LLC via email at payroll@govtempsusa.com on the Monday after
the prior work week. See Exhibit B for additional Benefits.

GOVTEMPSUSA, INC.:

MUNICIPALITY:

By: 

By: _____

Date: January 13, 2021

Date: _____

This Exhibit A fully replaces all Exhibits A dated prior to the date of the Company's signature above.

EXHIBIT B
Summary of Benefits

Municipality Holidays

New Year's Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Thanksgiving
Day after Thanksgiving
Christmas Eve
Christmas Day

Paid Time Off

5 days off starting January 25, 2021

**Village of Carol Stream
INTERDEPARTMENTAL MEMO**

TO: Mayor & Trustees
FROM: Robert Mellor, Village Manager
DATE: January 15, 2021
RE: Ordinance Amending the Village Code – Regular Board Meeting Start Times

When the pandemic hit last year, the Governor imposed a stay at home order and limited meeting attendance, which precluded us from holding in-building meetings. We began to conduct our meetings remotely via Zoom at 6:00 p.m. rather than the regular meeting time of 7:30 p.m. The Village Board subsequently changed the meeting time of regular Board meetings to 6:00 p.m. beginning January 1, 2021.

Section § 1-5-1 REGULAR BOARD MEETINGS, of the Village Code of Ordinances specifies that *(A) The regular meetings of the Board of Trustees shall be held on each of the first and third Monday of each month of the year at the hour of 7:30 p.m. in the boardroom of the Village Hall.* Attached for your review and approval is an ordinance amending Chapter 1. Government Organization, Article 5, Rules of Order and Procedure, changing the start time of regular Board meetings from 7:30 p.m. to 6:00 p.m.

Please contact me if you have any questions.

ORDINANCE NO. 2021-01-_____

AN ORDINANCE AMENDING THE CAROL STREAM CODE OF ORDINANCES, CHAPTER 1, GOVERNMENT ORGANIZATION, ARTICLE 5, RULES OF ORDER AND PROCEDURE

WHEREAS, the Mayor and Board of Trustees conduct meetings for the purpose of discussing and determining matters of village business; and

WHEREAS, pursuant to the provisions of the Illinois Municipal Code, and by virtue of its authority as a home rule unit of local government, the Village Board is authorized to determine and enact its own rules of proceeding; and

WHEREAS, the Mayor and Board of Trustees find it to be in the best interests of the Village to amend its procedures for conducting Village Board meetings as set forth herein.

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 authority as follows:

SECTION 1: The Carol Stream Code of Ordinances, Chapter 1, Government Organization, Article 5, Rules of Order and Procedure, Section 1-5-1, Regular Board Meetings, Subsection (A), is hereby amended and as amended shall read as follows:

1-5-1 Regular Board Meetings

(A) The regular meetings of the Board of Trustees shall be held on each of the first and third Monday of each month of the year at the hour of 6:00 p.m. in the Board Room of the Village Hall.

SECTION 2: The invalidity of any section or provision of this Ordinance hereby passed and approved shall not invalidate other sections or provisions thereof.

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

PASSED AND APPROVED THIS 18th DAY OF JANUARY, 2021.

AYES:

NAYS:

ABSENT:

Matthew McCarthy, Mayor Pro Tem


ATTEST:

Julia Schwarze, Village Clerk

Village of Carol Stream

Interdepartmental Memo

TO: Robert Mellor, Village Manager

FROM: Adam Frederick, Assistant Village Engineer 

DATE: January 11, 2021

RE: Resolution for Maintenance Under the Illinois Highway Code – 2021 Flexible Pavement Project (Section 21-00000-01-GM)

Attached is the MFT Resolution for the 2021 Flexible Pavement Project in the amount of \$2,399,645.50 in the format required by IDOT. This value will be reflected in the FY22 Budget.

This project will once again be funded through the State Motor Fuel Tax account, which will be more common since the MFT gas tax was increased. As such, Illinois Department of Transportation procedures and documentation must be followed. It is therefore recommended that the IDOT Resolution for Maintenance Under the Illinois Highway Code be approved in the amount of \$2,399,645.50.

Once four copies of the attached Resolution are executed, the Engineering Services Department will forward all required documents to the Illinois Department of Transportation Bureau of Local Roads and Streets for approval.

Attachments:
4 Copies BLR14220
Estimates of Cost

CC: William N. Cleveland, Director of Engineering Services
Jon Batek, Finance Director
Sherry Craig, Clerk's Office Secretary



Resolution for Maintenance Under the Illinois Highway Code



Resolution Number, Resolution Type (Original), Section Number (21-00000-01-GM)

BE IT RESOLVED, by the Board of the Village of Carol Stream, Illinois that there is hereby appropriated the sum of Two Million Three Hundred Ninety Nine Thousand Six Hundred Forty Five and Fifty Cents Dollars (\$2,399,645.50) of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 05/01/21 to 04/30/22.

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved 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 Village of Carol Stream shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Julia Schwarze, Clerk in and for said Village of Carol Stream, in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

Board of Carol Stream at a meeting held on 01/18/21

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 18th day of January, 2021

(SEAL)

Clerk Signature box

APPROVED

Regional Engineer Department of Transportation and Date boxes



Estimate of Maintenance Costs

Submittal Type

Maintenance Period

Local Public Agency	County	Section Number	Beginning	Ending
Carol Stream	DuPage	21-00000-01-GM	05/01/21	04/30/22

Maintenance Items

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
1. Flex. Pvmt. Proj.	IV		Contract Total Estimate					\$2,399,645.50
21-00000-01-GM								
Total Operation Cost								\$2,399,645.50

Estimate of Maintenance Costs Summary

Maintenance

- Local Public Agency Labor
- Local Public Agency Equipment
- Materials/Contracts(Non Bid Items)
- Materials/Deliver & Install/Materials Quotations (Bid Items)
- Formal Contract (Bid Items)

	MFT Funds	RBI Funds	Other Funds	Estimated Costs
	\$2,399,645.50			\$2,399,645.50
Maintenance Total	\$2,399,645.50			\$2,399,645.50

Estimated Maintenance Eng Costs Summary

Maintenance Engineering

- Preliminary Engineering
- Engineering Inspection
- Material Testing
- Advertising
- Bridge Inspection Engineering

	MFT Funds	RBI Funds	Other Funds	Total Est Costs
Maintenance Engineering Total				

Total Estimated Maintenance

	\$2,399,645.50			\$2,399,645.50
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Remarks

Remarks box

Local Public Agency Official Date

062-063551
LICENSED PROFESSIONAL ENGINEER

Title

County Engineer/Superintendent of Highways Date

APPROVED

Regional Engineer

Department of Transportation Date

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING A PLAT OF SUBDIVISION
(BADWAY RE INVESTMENTS, LLC/KYLE'S CORNER SUBDIVISION,
27W371 NORTH AVENUE)
PIN#01-36-400-026 and 01-36-400-027**

WHEREAS, Mr. John A. Badway, hereinafter referred to as the Petitioner, has requested approval of a Plat of Subdivision to create two lots of approximately 1.31 acres and 2.27 acres at 27W371 North Avenue, in accordance with Section 7-2-6 of the Carol Stream Subdivision Code; and

WHEREAS, the Plan Commission/Zoning Board of Appeals (the "Combined Board") of the Village of Carol Stream, at their meeting on January 11, 2021, considered the Plat of Subdivision and has found it to be in conformance with the Zoning Code, the Subdivision Code, and other Codes of the municipality relating to the particular property herein proposed to be subdivided; and

WHEREAS, the Combined Board made its recommendation to the Corporate Authorities regarding the approval of this plat.

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

SECTION 1: Approval is hereby given to the Plat of Subdivision, such document being attached to and made a part of this Resolution as Exhibit "A", drawn by E.D.M. & Associates, Inc., 1661 Aucutt Road, Montgomery, Illinois 60538.

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

PASSED AND APPROVED THIS 18th DAY OF JANUARY, 2021.

AYES:

NAYS:

ABSENT:

Matthew McCarthy, Mayor Pro Tem

ATTEST:

Julia Schwarze, Village Clerk

KYLE'S CORNER SUBDIVISION

BEING A RESUBDIVISION OF PART OF LOT 4 IN ASSESSMENT PLAT OF EDWARD W. PLANE ESTATE
A SUBDIVISION OF PART OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 9, AND SECTION 31,
PLAT THEREOF RECORDED JUNE 15, 1931 AS DOCUMENT 313722, IN DUPAGE COUNTY, ILLINOIS.

PLAT
R2007-166054
SEP. 07. 2007
11:24 AM

- SCALE 1" = 60'
- = SET CONCRETE MONUMENT
 - = FOUND 3/4" DIA. IRON PIPE
 - = SET IRON PIPE 1/2" DIA x 24"
 - I.R. = IRON ROD
 - P.U.E. = PUBLIC UTILITY EASEMENT
 - C/L = CENTERLINE OF ROAD
 - (R) = RECORD DISTANCE
 - (M) = MEASURED DISTANCE
 - N = NORTH
 - S = SOUTH
 - E = EAST
 - W = WEST
 - - - = BUILDING SETBACK LINE
 - - - = EASEMENT LINE

PERMANENT INDEX NUMBER:
01-38-400-023

DEVELOPER:
MR. DAVID G. SCHONBACK
825 W. FABIAN PARKWAY
GENEVA, ILLINOIS 60134

PROPERTY ADDRESS:
27W371 NORTH AVENUE
WEST CHICAGO, ILLINOIS

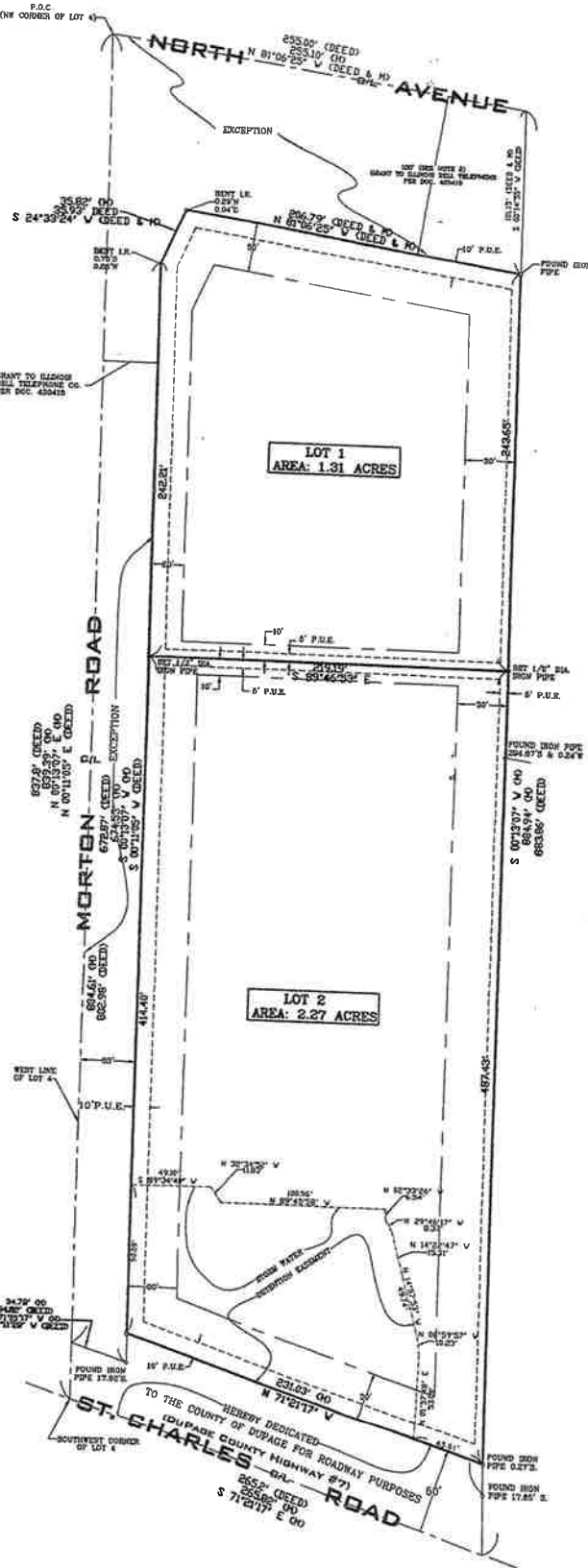
PUBLIC UTILITY AND DRAINAGE EASEMENT PROVISIONS

A NON EXCLUSIVE EASEMENT FOR SERVING THIS SUBDIVISION AND OTHER PROPERTY IS HEREBY RESERVED FOR AND GRANTED TO THE TOWNSHIP OF WAYNE, THE COUNTY OF DUPAGE, AND TO PUBLIC UTILITY COMPANIES INCLUDING BUT NOT LIMITED TO, AMERITECH (ILLINOIS BELL TELEPHONE COMPANY), COMMONWEALTH EDISON COMPANY, N-COR (NORTHERN ILLINOIS GAS COMPANY), AT&T BROADBAND, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, OVER THOSE AREAS DESIGNATED AS "PUBLIC UTILITY AND DRAINAGE EASEMENT" TO INSTALL, LAY, CONSTRUCT, MAINTAIN, OPERATE, MAINTAIN, AND REMOVE, FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH THE UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY, SIGNALS, SIGNALS, GAS, WATER, STORM WATER, OVERLAND DRAINAGE OR SANITARY SEWER UNDER, ACROSS, ALONG AND UPON THE SURFACE OF SAID EASEMENT AREAS, TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS UNDER OR ON THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS THEREON, THE RIGHT TO CUT, TRIM, OR REMOVE TREES, BUSHES AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENTAL TO THE RIGHTS HEREIN GIVEN AND PURPOSES. THE LOCATION OF ALL SUCH FACILITIES IS SUBJECT TO THE APPROVAL OF THE OWNERS OF THE SUBDIVIDED PROPERTY FOR ALL OF THESE FACILITIES. SUCH FACILITIES SHALL NOT BE UNREASONABLY WITHHELD, AND ALL SUCH INSTALLATIONS ARE SUBJECT TO THE ORDINANCES OF THE COUNTY OF DUPAGE AND THE TOWNSHIP OF WAYNE.

NOTES:

1) PROPERTY IS SUBJECT TO 2 UNRECORDED EASEMENTS IN FAVOR OF COMMONWEALTH EDISON CO. (PER UTILITY LETTER DATED 8-14-1995) REGARDING POLES ALONG ST. CHARLES ROAD, AND REGARDING A UTILITY EASEMENT LOCATED ALONG THE NORTH, SOUTH, AND WEST LOT LINES OF THE PROPERTY.

2) NORTH AVENUE HAS BEEN DEDICATED BY DOCUMENTS 262202, 264500, AND 3349933.



STATE OF ILLINOIS) SS
COUNTY OF DUPAGE)

THAT I, DAVID G. SCHONBACK, IS THE LEGAL OWNER OF THE LAND DESCRIBED IN THE ANNEXED PLAT AND THAT I HAVE CAUSED THE SAME TO BE SURVEYED AND RESUBDIVIDED AS INDICATED THEREON FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DO HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED. I ALSO CERTIFY THAT THE PROPERTY FALLS WITHIN GRADE SCHOOL DISTRICT 89 AND HIGH SCHOOL DISTRICT 94.

DATED THIS 10th DAY OF September, A.D. 2007

DAVID G. SCHONBACK

STATE OF ILLINOIS) SS
COUNTY OF DUPAGE)

I, Jean A. Hartman, A NOTARY PUBLIC, IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT DAVID G. SCHONBACK IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH A MEMBER OF SCHONBACK ENTERPRISES LLC, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE SIGNED AND DELIVERED THE ANNEXED PLAT AS HIS OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 10th DAY OF Sept., A.D. 2007

NOTARY PUBLIC

MY COMMISSION EXPIRES: 5/19/2011

STATE OF ILLINOIS) SS
COUNTY OF DUPAGE)

I, Gary A. King, COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT GENERAL TAXES, NO UNPAID FORGOTTEN TAXES AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE PLAT DRAWN HEREON.

I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE ANNEXED PLAT.

GIVEN UNDER MY HAND AND SEAL THIS 7th DAY OF September, A.D. 2007 AT Wheaton, ILLINOIS.

Gary A. King
COUNTY CLERK

STATE OF ILLINOIS) SS
COUNTY OF DUPAGE)

THIS INSTRUMENT NO. R2007-166054 WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS ON THIS 11th DAY OF September, A.D. 2007 AT 11:24 O'CLOCK A.M.

Fred Bucholz
COUNTY RECORDER

STATE OF ILLINOIS) SS
COUNTY OF DUPAGE)

APPROVED AND ACCEPTED THIS ___ DAY OF ___, A.D. 20__

VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF WEST CHICAGO.

BY: _____
PRESIDENT

ATTEST: _____
VILLAGE CLERK

STATE OF ILLINOIS) SS
COUNTY OF DUPAGE)

APPROVED AND ACCEPTED THIS ___ DAY OF ___, A.D. 20__

VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM.

BY: _____
PRESIDENT

ATTEST: _____
VILLAGE CLERK

STATE OF ILLINOIS) SS
COUNTY OF DUPAGE)

APPROVED ON THIS 30th DAY OF August, 2007

BY: Life Andrew Quinn
PLAT OFFICER, DUPAGE COUNTY

STATE OF ILLINOIS) SS
COUNTY OF DUPAGE)

THIS PLAT HAS BEEN APPROVED BY THE DUPAGE COUNTY DIVISION OF TRANSPORTATION WITH RESPECT TO ROADWAY ACCESS TO COUNTY HIGHWAY #7, ST. CHARLES ROAD PURSUANT TO 785 ILCS 205/2. HOWEVER, A HIGHWAY PERMIT FOR ACCESS IS REQUIRED OF THE OWNER OF THE PROPERTY PRIOR TO CONSTRUCTION WITHIN THE COUNTY'S RIGHTS OF WAY, DATED THIS 22nd DAY OF August, 2007.

BY: Charles F. Potanski
COUNTY ENGINEER

I, KENNETH SPITZ, WAYNE TOWNSHIP HIGHWAY COMMISSIONER, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND FOUND IT TO COMPLY WITH THE APPLICABLE REGULATIONS AND REQUIREMENTS REGARDING PLATS OF WAYNE TOWNSHIP ROADWAYS, AND THE REGULATIONS AND REQUIREMENTS, IF ANY, GOVERNING PLATS OF SUBDIVIDED LAND ADOPTED BY THE WAYNE TOWNSHIP ROAD DISTRICT AND/OR WAYNE TOWNSHIP, ILLINOIS.

DATED THIS 10th DAY OF September, A.D. 2007.

Kenneth Spitz
WAYNE TOWNSHIP HIGHWAY COMMISSIONER

STATE OF ILLINOIS) SS
COUNTY OF DUPAGE)

TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF, OR THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, ADEQUATE PROVISION HAS BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS, OR IN DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL NOT BE DEPOSITED ON THE PROPERTY OF ADJOINING LAND OWNERS BY SUCH CONCENTRATIONS AS MAY CAUSE DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

DATED THIS 10th DAY OF September, A.D. 2007

BY: _____
ENGINEER

BY: _____
OWNER OR ATTORNEY

STATE OF ILLINOIS) SS
COUNTY OF DUPAGE)

APPROVED ON THIS ___ DAY OF ___, 20__

BY: _____
ENVIRONMENTAL ENGINEER

THIS IS TO CERTIFY THAT I, THE UNDERSIGNED, AS AN AUTHORIZED AGENT UNDER THE PROVISIONS OF A MORTGAGE AGREEMENT DATED ___ AND RECORDED ON ___ AS DOCUMENT ___ IN COUNTY, IN THE STATE OF ILLINOIS, IS THE MORTGAGEE OF THE PROPERTY DESCRIBED HEREIN. I HEREBY CERTIFY THAT I HAVE RECEIVED A TRUE COPY OF THIS INSTRUMENT AND THAT I HAVE READ AND UNDERSTOOD THE PROVISIONS OF THE MORTGAGEE'S CERTIFICATE, AFFIXED HEREBY.

DATED THIS ___ DAY OF ___, 20__

STATE OF ILLINOIS) SS
COUNTY OF KANE)

I, THE UNDERSIGNED, A NOTARY PUBLIC, IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT THE FOREGOING SIGNATOR OF THE MORTGAGEE'S CERTIFICATE IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS THAT THEY SIGNED AND DELIVERED SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS ___ DAY OF ___, A.D. 20__ AT ___, ILLINOIS.

NOTARY PUBLIC

STATE OF ILLINOIS) SS
COUNTY OF KANE)

I, GEORGE H. SKULAVIK, A PROFESSIONAL LAND SURVEYOR IN ACCORDANCE WITH 785 ILCS 205/2 (PROPERTY) DO HEREBY DESIGNATE DAVID G. SCHONBACK AS THE ENTITY THAT MAY RECORD "KYLE'S CORNER SUBDIVISION", A TRUE COPY OF WHICH WAS RETAINED BY ME TO ASSURE NO CHANGES HAVE BEEN MADE.

DATED THIS 29th DAY OF August, A.D. 2007

George H. Skulavik
GEORGE H. SKULAVIK
ILLINOIS PROFESSIONAL LAND SURVEYOR
NO. 2580

STATE OF ILLINOIS) SS
COUNTY OF KANE)

THIS IS TO CERTIFY THAT I, GEORGE H. SKULAVIK, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2580, HAVE SURVEYED, RESUBDIVIDED, RESUBDIVIDED AND PLATTED THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF LOT 4 IN ASSESSMENT PLAT OF THE EDWARD W. PLANE ESTATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING IN THE CENTER OF SAID LOT 4, 663.86 FEET TO THE CENTER LINE OF NORTH AVENUE, 255.0 FEET TO A CROSS IN SAID PAVEMENT, THENCE SOUTHERLY ALONG SAID AVENUE, 255.0 FEET TO A POINT OF BEGINNING, THENCE SOUTHERLY ALONG THE CENTER LINE OF ST. CHARLES ROAD, 286.2 FEET TO THE SOUTHWEST CORNER OF SAID LOT 4, THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 4, 857.8 FEET TO THE PLACE OF BEGINNING, BEING A THIRD PRINCIPAL MERIDIAN, AND SECTION 31, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 15, 1931 AS DOCUMENT 313722, EXCEPTING THEREFROM THAT PART OF SAID LOT 4, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 4, BEING THE INTERSECTION OF THE CENTERLINE OF NORTH AVENUE (381 FEET) AND THE CENTERLINE OF PUBLIC HIGHWAY KNOWN AS MORTON ROAD ALSO BEING ASSUMED BEARING OF SOUTH 81°06'26" EAST ALONG THE CENTERLINE OF NORTH AVENUE, 286.20 FEET (255.0 FEET RECORD) TO THE EAST LINE OF GRANTOR'S WEST PROPERTY, THENCE SOUTH 09°14'06" WEST ALONG GRANTOR'S WEST LINE, 101.16 FEET TO THE SOUTHERLY LINE OF NORTH AVENUE, THENCE NORTH 81°06'26" WEST 30' 24" WEST, 36.83 FEET TO THE EAST LINE OF MORTON ROAD, THENCE SOUTH 00°11'06" WEST ALONG THE EAST LINE OF MORTON ROAD, 472.87 FEET TO THE NORTHERLY LINE OF ST. CHARLES ROAD, THENCE NORTH 71°11'06" WEST 34.82 FEET TO THE CENTERLINE OF MORTON ROAD, BEING THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 36, THENCE NORTH 09°11'06" EAST ALONG THE CENTERLINE OF MORTON ROAD, 602.98 FEET TO THIS POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

I DO HEREBY FURTHER CERTIFY THAT THE LAND INCLUDED IN THE ANNEXED PLAT IS WITHIN 1/2 MILES OF THE CORPORATE LIMITS OF THE VILLAGES OF CAROL STREAM AND WEST CHICAGO, ILLINOIS, AND THAT ACCORDING TO A FLOOD INSURANCE RATE MAP, COMMUNITY MAP, NUMBER 17047 OF THE FLOOD INSURANCE RATE MAP, COMMUNITY MAP, NUMBER 17047 OF THE FLOOD INSURANCE RATE MAP, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NO PART OF THE ABOVE DESCRIBED PROPERTY LIES WITHIN A FLOOD PLAIN OR SPECIAL FLOOD HAZARD AREA AND THAT ALL REGULATIONS ENACTED BY THE COUNTY BOARD OF TRUSTEES OF DUPAGE COUNTY, ILLINOIS, RELATIVE TO PLATS AND SUBDIVISIONS, HAVE BEEN COMPLIED WITH IN THE PREPARATION OF THIS PLAT.

GIVEN UNDER MY HAND AND SEAL THIS 7th DAY OF September, A.D. 2007

George H. Skulavik
GEORGE H. SKULAVIK
ILLINOIS PROFESSIONAL LAND SURVEYOR
NO. 2580

SUBMITTED BY: DAVID SCHONBACK
825 W. FABIAN PKWY
GENEVA, IL 60134



Metrolink #1 ENBALADO P.L.B. 2768 EXP. 11/30/2008
Metrolink #2 ENBALADO P.L.B. 2880 EXP. 11/30/2008
Metrolink #3 ENBALADO P.L.B. 3415 EXP. 11/30/2008
N.A.L. SIGN FIRM NO. 184-002860
EXP. 11/30/2008
J.O.M. & ASSOCIATES, INC.
CONSULTING ENGINEERS
1400 W. 14TH ST. #200
CHICAGO, IL 60604
valid only if original seal is shown in red.



Rev. Date	Rev. Description
5/20/06	Revised Standard per Client
7/17/06	Revised L&P
7/20/06	Map Centerline to County Right-of-Way
8/20/06	Add description note
5/10/07	Revise Top, Hwy Centerline
8/20/07	Drawn by: JSM
8/20/07	Checked by: JSM
8/20/07	Field Work Completed: 09/14/07
8/20/07	Client: DAVID G. SCHONBACK
8/20/07	Project Number: 2005-0769 (SUB)

Village of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager

FROM: Gregory R. Ulreich, Stormwater Administrator *GRU*

DATE: January 14, 2021

RE: **Klein Creek Streambank Stabilization – Section I**
Inter-Governmental Grant Agreement with the State of
Illinois, Illinois Environmental Protection Agency.

The Illinois Environmental Protection Agency (IEPA) notified staff in August 2020 that the Village was a finalist for a grant to stabilize the streambanks along Klein Creek between Kuhn Road and Thunderbird Trail. The application was submitted in August 2019 that requested \$1,000,000 in funds based on an estimated construction cost of \$3,100,000 (32%). Since being notified, staff has been negotiating the conditions of the Inter-Governmental Grant Agreement (IGA), specifically Exhibits A thru G. With the negotiations now complete, the IEPA has requested that the agreement is signed and returned for their execution by February 5, 2020.

The terms state that the Village will be reimbursed for costs related to both design and construction at a rate of 50%, for up to \$1,000,000 (not-to-exceed). The scope of work (see Exhibit A “Outputs”) reflects the preliminary engineering design from our application, but it was deliberately vague regarding the location – only that it be on Klein Creek. This provides the Village with flexibility should additional funding sources become available, allowing us to revise the project limits so long as the “outputs” are still achieved.

The Capital Improvement Program’s 3 Year Look Ahead approved for FY21 budgeted \$100,000 for FY21, \$1,100,000 for FY22, and \$2,000,000 budgeted for FY23. Once the IEPA signs the IGA, the Village may begin incurring costs for professional (engineering) services, which equates to the \$100,000 budgeted in FY21. The IGA’s milestone for construction to be completed is July 15, 2023 (FY24), so some adjustments to the scheduled expenditures may be necessary. In addition to Village funds and the subject IEPA grant, the Village will continue to pursue additional grant funding, such as DuPage County’s

Water Quality Improvement Program and the DuPage River Salt Creek Workgroups special conditions projects.

Although Klein Creek is within a recorded “Easement for Maintaining Drainage”, the Plat of Subdivision does not include the typical language that specifies what rights are being dedicated. Staff believes that the easement allows for the proposed work to be performed, however, any improvements will still be upon private property for the portion that borders Carol Stream Unit 4 Subdivision. Staff recommends workshopping the issue with the Board of Trustees to determine what cost-sharing, if any, is applicable. The streambank ownership between Kuhn Road and Thunderbird Trail breaks down as follows:

Village	56%	Park District	4%
Residents (19)	27%	Fire District	12%

The IGA stipulates a milestone for the design, permitting and contract documents to be provided for their review by the end of this calendar year. Obtaining the necessary permits will be critical to meeting this schedule and it is imperative that the process begin soon. Engineering Resource Associates, Inc. (ERA) is the professional engineering firm that performed the preliminary engineering, as well as completed the grant application. Their firm has extensive experience in the design and implementation of bio-engineering techniques for stabilizing streambanks. ERA has successfully completed many design projects for the Village over the last decade, most recently being The Park Unit 1 Detention Retrofit Project and the Clearwater Court Rear Yard Drainage Improvement Project. Both were successfully constructed within the last two years without any delays or change orders relating to their professional services.

Therefore, staff recommends executing the IGA with the IEPA. In addition, staff requests authorization to move forward on negotiating a professional services agreement directly with Engineering Resource Associates for the design, permitting and contract document preparation for Klein Creek Streambank Stabilization – Section I Project. Upon the completion of negotiations, the agreement will be presented to the Board of Trustees for their approval prior to its execution.

cc: William N. Cleveland, Director of Engineering Services (via email)
Phil Modaff, Director of Public Works (via email)
Jon Batek, Director of Finance (via email)

Attachment:

1. Resolution w/Inter-Governmental Grant Agreement

RESOLUTION NO.

RESOLUTION AUTHORIZING THE EXECUTION OF AN INTER-GOVERNMENTAL GRANT AGREEMENT BETWEEN THE VILLAGE OF CAROL STREAM AND THE STATE OF ILLINOIS, ILLINOIS ENVIRONMENTAL PROTECTION AGENCY REGARDING KLEIN CREEK STABILIZATION

WHEREAS, Klein Creek and its Tributary No. 2, Thunderbird Creek, have over 7.7 miles of streambanks and pond shorelines within the corporate limits of the Village of Carol Stream; and

WHEREAS, approximately 9.11 square miles drains through the crossing between Klein Creek and North Avenue (IL-64), which includes area within the corporate limits of the Villages of Bloomingdale and Glendale Heights; and

WHEREAS, continued development of this watershed has significantly, and permanently, altered the land's hydrologic characteristics through the construction of impervious surfaces that results in an increase in both the volume and rate of flow of rainfall runoff into Klein Creek and its tributaries; and

WHEREAS, this increase in volume and rate of flow has eroded the soil of Klein Creek's channel and streambanks, resulting in a deeper and wider configuration than what existed at the time the Village of Carol Stream was incorporated; and

WHEREAS, this deepening and widening has impacted the integrity of public infrastructure and contributed to the loss of personal property; and

WHEREAS, the corresponding soil erosion has degraded the water quality and wildlife habitat, resulting in the placement of Klein Creek on the Illinois Environmental Protection Agency's 303(d) list of impaired waterways; and

WHEREAS, the watershed's development has progressed sufficiently that the hydrologic characteristics have more or less stabilized, thus increasing the likelihood of success for any stabilization measures constructed in the future; and

WHEREAS, the stabilization of streambanks is regulated at the federal, state, and county level to the extent that there are limits placed on the options used to stabilize the streambanks, with an emphasis that favors the use of bioengineering techniques; and

WHEREAS, bioengineering techniques are most effective and more likely to succeed when done as an integral part of a comprehensive plan; and

WHEREAS, it is in the best interest of the Village that it perform as the lead agency among the various public and private interests affected by such a comprehensive plan and significant grant funding is now being offered by the State of Illinois to offset the costs that otherwise would have been borne by the Village; and

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 Agreement, attached hereto as Exhibit "A", and as approved by the Village Attorney.

SECTION 2: That the Village Manager and Director of Finance are hereby authorized to execute the Uniform Grant Budget Template, attached hereto as Exhibit "B", and as approved by the Village Attorney.

SECTION 3: This resolution shall be in full force and effect from and after its passage as approved by law.

PASSED AND APPROVED THIS 18TH DAY OF JANUARY, 2021.

AYES:

NAYS:

ABSENT:

Matthew McCarthy, Mayor Pro Tem

ATTEST

Julia Schwarze, Village Clerk

INTER-GOVERNMENTAL GRANT AGREEMENT



BETWEEN
THE STATE OF ILLINOIS, ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
AND
VILLAGE OF CAROL STREAM

KLEIN CREEK STABILIZATION

The Illinois Environmental Protection Agency (Grantor), with its principal office at 1021 North Grant Avenue East, P.O. Box 19276, Springfield, Illinois 62794-9276, and Village of Carol Stream (Grantee), with its principal office at 500 N. Gary Avenue, Carol Stream, Illinois, 60440-1811 and payment address (same), hereby enter into this Inter-governmental Grant Agreement (Agreement), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

PART ONE - THE UNIFORM TERMS
RECITALS

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the state of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

ARTICLE I
AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that 051080190 is Grantee's correct DUNS Number, that 36-2510906 is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a:

- Individual
Sole Proprietorship
Partnership
Corporation (includes Not For Profit)
Medical Corporation
Governmental Unit
Estate or Trust
Pharmacy-Non Corporate
Pharmacy/Funeral Home/Cemetery Corp.
Tax Exempt
Limited Liability Company (select applicable tax classification)
P = partnership
C = corporation

If Grantee has not received a payment from the state of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

1.2. Amount of Agreement. Grant Funds (check one) [] shall not exceed or [] are estimated to be \$1,000,000.00, of which \$1,000,000.00 are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

1.3. Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is C99520020, the federal awarding agency is United States Environmental Protection Agency, and the Federal Award date is 7/16/2020. If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is Nonpoint Source Implementation and Number is 66.460. The Catalog of State Financial Assistance (CSFA) Number is 532-60-0378. The State Award Identification Number is 378-23812.

1.4. Term. This Agreement shall be effective on the date of Illinois EPA's official signature and shall expire on September 30, 2023, unless terminated pursuant to this Agreement.

1.5. Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

1.6. Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

VILLAGE OF CAROL STREAM

By: _____
Signature of John J. Kim

By: _____
Signature of Authorized Representative

By: _____
Signature of Designee

E-mail: _____

Date: _____

Date: _____

Printed Name: John J. Kim

Printed Name: _____

Printed Title: Director

Printed Title: _____

By: _____
Signature of Jacob Poeschel

Date: _____

Printed Name: Jacob Poeschel

Printed Title: Chief Financial Officer

By: _____
Signature of Chuck Gunnarson

Date: _____

Printed Name: Charles Gunnarson

Printed Title: Chief Legal Counsel

**ARTICLE II
REQUIRED REPRESENTATIONS**

2.1. Standing and Authority. Grantee warrants that:

(a) Grantee is validly existing and in good standing, if applicable, under the laws of the state in which it was incorporated, organized or created.

(b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) If Grantee is an agency under the laws of a jurisdiction other than Illinois, Grantee warrants that it is also duly qualified to do business in Illinois and is in good standing with the Illinois Secretary of State.

(d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.

(e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2. Compliance with Internal Revenue Code. Grantee certifies that it does and will comply with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3. Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4. Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. See 44 Ill. Admin. Code 7000.40(c)(1)(A).

2.5. Compliance with Registration Requirements. Grantee shall: (i) be registered with the federal SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS Number; (iv) have a valid UEI, if applicable; and (v) have successfully completed the annual registration and prequalification through the Grantee Portal. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

**ARTICLE III
DEFINITIONS**

3.1. Definitions. Capitalized words and phrases used in this Agreement have the following meanings:

“2 CFR Part 200” means the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards published in Title 2, Part 200 of the Code of Federal Regulations.

“Agreement” or “Grant Agreement” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Allocable Costs” means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Award” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Budget” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“CFDA” or “Catalog of Federal Domestic Assistance” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Close-out Report” means a report from the Grantee allowing the Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Consolidated Year-End Financial Report” means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

“Cost Allocation Plan” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“CSFA” or “Catalog of State Financial Assistance” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Disallowed Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“DUNS Number” means a unique nine-digit identification number provided by Dun & Bradstreet for each physical location of Grantee’s organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the state of Illinois.

“FAIN” means the Federal Award Identification Number.

"FFATA" or "Federal Funding Accountability and Transparency Act" has the same meaning as in 31 USC 6101; P.L. 110-252.

"Financial Assistance" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Fixed-Rate" has the same meaning as in 44 Ill. Admin. Code Part 7000. "Fixed-Rate" is in contrast to fee-for-service, 44 Ill. Admin. Code Part 7000.

"GAAP" or "Generally Accepted Accounting Principles" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"GATU" means the Grant Accountability and Transparency Unit of GOMB.

"GOMB" means the Illinois Governor's Office of Management and Budget.

"Grant Funds" means the Financial Assistance made available to Grantee through this Agreement.

"Grantee Portal" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Net Revenue" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Net Revenue" is synonymous with "Profit."

"Nonprofit Organization" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Notice of Award" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"OMB" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with "Net Revenue."

"Program" means the services to be provided pursuant to this Agreement.

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Program Income" has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Related Parties” has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

“SAM” means the federal System for Award Management (SAM); which is the federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

“State” means the state of Illinois.

“Term” has the meaning set forth in Paragraph 1.4.

“Unallowable Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Unique Entity Identifier” or “UEI” means the unique identifier assigned to the Grantee by SAM.

ARTICLE IV PAYMENT

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.2. Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee, including those funds obligated pursuant to ARTICLE XVII, at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. A Grantee who is required to reimburse Grant Funds and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30 ILCS 210; 44 Ill. Admin. Code 7000.450(c). In addition, as required by 44 Ill. Admin. Code 7000.440(b)(2), unless granted a written extension, Grantee must liquidate all obligations incurred under the Award at the end of the period of performance.

4.3. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. See 2 CFR 200.305; 44 Ill. Admin. Code Part 7000.

4.4. Payments to Third Parties. Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.5. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under Exhibit A may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.6. Interest.

(a) All interest earned on Grant Funds held by a Grantee shall be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in PART TWO or PART THREE. Any amount due shall be remitted annually in accordance with 2 CFR 200.305(b)(9) or to the Grantor, as applicable.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR Part 200.305(b)(8).

4.7. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in PART TWO, PART THREE or Exhibit C. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.8. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or sub-grantee) must contain the following certification by an official authorized to legally bind the Grantee (or sub-grantee):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein shall be considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V
SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

5.1. Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including Exhibit A (Project Description) and Exhibit B (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of Award is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in PART TWO (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in PART THREE.

5.2. Scope Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. See 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment will be included in Exhibit G. Grantee shall adhere to the specific conditions listed therein.

ARTICLE VI
BUDGET

6.1. Budget. The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-federal as well as the federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308 or 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Discretionary Line Item Transfers. Unless prohibited from doing so in 2 CFR 200.308 or 44 Ill. Admin. Code 7000.370(b), transfers between approved line items may be made without Grantor's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4. Non-discretionary Line Item Transfers. Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

6.5. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

**ARTICLE VII
ALLOWABLE COSTS**

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement shall be determined in accordance with 2 CFR 200 Subpart E and Appendices III, IV, and V.

7.2. Indirect Cost Rate Submission.

(a) All Grantees must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(d).

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations, in a format prescribed by Grantor. For Grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For Grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of the Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix V and VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and local governments,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A Grantee who has a current, applicable rate negotiated by a cognizant federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. See 2 CFR 200.451.

7.4. Higher Education Cost Principles. The federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5. Government Cost Principles. The federal cost principles that apply to state, local and federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

7.6. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income.

These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/520, Grantee shall use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. See 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.5).

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit G** of the requirement to submit Personnel activity reports. See 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.7. **Federal Requirements.** All Awards, whether funded in whole or in part with either federal or State funds, are subject to federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 Ill. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.6.

7.8. **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. *See, e.g.,* 2 CFR 200.400(g); *see also* 30 ILCS 708/60(a)(7).

7.9. **Management of Program Income.** Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII REQUIRED CERTIFICATIONS

8.1. **Certifications.** Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 *et seq.*).

(e) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.*) or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(f) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

(g) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by federal or state government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(h) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the

performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

(i) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(j) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency 2 CFR 200.205(a), or by the State (*See* 30 ILCS 708/25(6)(G)).

(l) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(m) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

(n) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.

(o) **Criminal Convictions.** Grantee certifies that neither it nor any managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

(p) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(q) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(s) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(t) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

(u) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or sub-contractor(s) that performs work using funds from this Award, shall, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

ARTICLE IX CRIMINAL DISCLOSURE

9.1. **Mandatory Criminal Disclosures.** Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. See 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Financial Assistance, funded by either State or federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

ARTICLE X UNLAWFUL DISCRIMINATION

10.1. **Compliance with Nondiscrimination Laws.** Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of state and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

(a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;

(b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);

(c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (See also guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);

(d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);

- (e) The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and
- (f) The Age Discrimination Act (42 USC 6101 *et seq.*).

**ARTICLE XI
LOBBYING**

11.1. Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2. Federal Form LLL. If any funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

11.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

11.5. Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

11.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**ARTICLE XII
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING**

12.1. Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333 or 44 Ill. Admin. Code §§ 7000.430(a) and (b). If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.336 and 44 Ill. Admin. Code 7000.430(e), shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the state of Illinois or by federal statute. Grantee shall cooperate fully in any such audit or inquiry.

12.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

**ARTICLE XIII
FINANCIAL REPORTING REQUIREMENTS**

13.1. Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. Unless so specified, the first of such reports shall cover the first three months after the Award begins, and reports must be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**, unless additional information regarding required financial reports is set forth in **Exhibit G**. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*; 2 CFR 207(b)(3) and 200.327. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report no later than the due date specified in **PART TWO** or **PART THREE** following the end of the period of performance for this Agreement or Agreement termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.344.

13.3. Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply.

ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS

14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in Exhibit E must be reported quarterly, unless otherwise specified in PART TWO, PART THREE or Exhibit G. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.207, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit-based review of the application. In such cases, Grantor shall notify Grantee of same in Exhibit G. Pursuant to 2 CFR 200.328 and 44 Ill. Admin. Code 7000.410(b)(2), periodic Performance Reports shall be submitted no later than the due date(s) specified in PART TWO or PART THREE. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, no later than the due date specified in PART TWO or PART THREE following the end of the period of performance or Agreement termination. See 2 CFR 200.343; 44 Ill. Admin. Code 7000.440(b)(1).

14.3. Content of Performance Reports. Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost if required; performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in PART TWO or PART THREE of this Agreement.

14.4. Performance Standards. Grantee shall perform in accordance with the Performance Standards set forth in Exhibit F. See 2 CFR 200.301 and 200.210.

**ARTICLE XV
AUDIT REQUIREMENTS**

15.1. Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. See 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

15.2. Consolidated Year-End Financial Reports.

(a) This Paragraph 15.2 applies to all Grantees, unless exempted pursuant to a federal or state statute or regulation, which is identified in **PART TWO** or **PART THREE**.

(b) Grantees shall submit Consolidated Year-End Financial Reports, according to the required audit, namely:

(i) For Grantees required to conduct a single audit (or program-specific audit), within the earlier of (a) 9 months after the end of the Grantee's fiscal year or (b) 30 calendar days following completion of the audit; or

(ii) For Grantees required to conduct a Financial Statement Audit or for Grantees not required to perform an audit, within 180 days after the end of Grantee's fiscal year.

These deadlines may be extended at the discretion of the Grantor, but only for rare and unusual circumstances such as a natural disaster.

(c) The Consolidated Year-End Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Consolidated Year-End Financial Report must cover the same period as the Grantee's tax return.

(d) Consolidated Year-End Financial Reports must include an in relation to opinion from the report issuer on the financial statements included in the Consolidated Year-End Financial Report.

(e) Consolidated Year-End Financial Reports shall follow a format prescribed by Grantor.

15.3. Audit Requirements.

(a) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters, AU-C 265 communications and the Consolidated Year-End Financial Report(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(b) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in Federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends \$500,000 or more in Federal and state Awards, singularly or in any combination, from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit G** based on the Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in Federal and state Awards, singularly or in any combination, from all sources, but expends \$300,000 or more in Federal and state Awards, singularly or in any combination, from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee shall have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of Federal and state Awards.

(iv) If Grantee does not meet the requirements in subsections 15.3(a) and 15.3(b)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 6 months after the end of the Grantee's audit period.

15.4. **Performance of Audits.** For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the state of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to Generally Accepted Government Auditing standards or Generally Accepted Auditing standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

15.5. **Delinquent Reports.** Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available. Otherwise, Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XVI TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1. **Termination.**

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.339(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;

(iii) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; or

(iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3. Non-compliance. If Grantee fails to comply with applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.207. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.338. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 44 Ill. Admin. Code §§ 7000.80, 7000.260.

16.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.341; 44 Ill. Admin. Code §§ 7000.80, 7000.260.

16.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

(i) Grantor expressly authorizes them in the notice of suspension or termination;
and

(ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342.

16.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(c).

ARTICLE XVII SUBCONTRACTS/SUB-GRANTS

17.1. Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved.

17.2. Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by federal and state laws and regulations, and the provisions of this Agreement. In all agreements between Grantee and its sub-grantees, Grantee shall insert term(s) that requires that all sub-grantees adhere to the terms of this Agreement.

17.3. Liability as Guaranty. Grantee shall be liable as guarantor for any Grant Funds it obligates to a sub-grantee or sub-contractor pursuant to Paragraph 17.1 in the event the Grantor determines the funds were either misspent or are being improperly held and the sub-grantee or sub-contractor is insolvent or otherwise fails to return the funds. 2 CFR 200.344; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

ARTICLE XVIII NOTICE OF CHANGE

18.1. Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, federal employer identification number (FEIN), DUNS Number, UEI, SAM registration status, Related Parties, or address. See 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2. Failure to Provide Notification. To the extent permitted by Illinois law, Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3. Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4. Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5. Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

ARTICLE XIX STRUCTURAL REORGANIZATION

19.1. Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure, and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its governance structure. Nevertheless, PART TWO or PART THREE may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

ARTICLE XX AGREEMENTS WITH OTHER STATE AGENCIES

20.1. Copies upon Request. Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

ARTICLE XXI CONFLICT OF INTEREST

21.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.112 and 30 ILCS 708/35.

21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the state of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20 (30 ILCS 500/50-13). An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. 2

CFR 200.64.

21.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

ARTICLE XXII EQUIPMENT OR PROPERTY

22.1. Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole or in part with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439. Grantor shall notify Grantee in writing should Grantor require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2. Prohibition against Disposition/Encumbrance. The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

22.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317–200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable federal and state statutes and executive orders.

22.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, are no longer needed for their original purpose. Notwithstanding anything to the contrary contained within this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. The Grantee shall properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer’s guidelines, federal and state laws or rules, and Grantor requirements stated herein.

ARTICLE XXIII PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

23.1. Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee shall obtain Prior Approval for the use of those funds (2 CFR 200.467) and agrees to

include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.2. Prior Notification/Release of Information. Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XXIV INSURANCE

24.1. Maintenance of Insurance. Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in PART TWO or PART THREE.

24.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.

ARTICLE XXV LAWSUITS

25.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or state of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2. Liability. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXVI MISCELLANEOUS

26.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

26.2. Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3. Exhibits and Attachments. Exhibits A through G, PART TWO, PART THREE, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4. Assignment Prohibited. Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

26.5. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

26.6. Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7. No Waiver. No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

26.8. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the state of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

26.9. Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10. Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable state and federal statutes, federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

26.11. Compliance with Freedom of Information Act. Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

26.12. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between

PART ONE and PART TWO or PART THREE of this Agreement, PART ONE shall control. In the event there is a conflict between PART TWO and PART THREE of this Agreement, PART TWO shall control. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) shall control.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in PART TWO or PART THREE, and in such cases, those requirements control.

26.13. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

26.14. Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

26.15. Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

26.17. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

26.18. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of the Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final indirect cost rate adjustments and those funds obligated pursuant to ARTICLE XVII; (c) the Consolidated Year-End Financial Report; (d) audit requirements established in ARTICLE XV; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XXII; or (f) records related requirements pursuant to ARTICLE XII. 44 Ill. Admin. Code 7000.450.

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EXHIBIT A

PROJECT DESCRIPTION

This project is located on Klein Creek (IL_GBKC-01), in HUC 0712000408, which is a tributary to the West Branch of the DuPage River. The project will install bioengineering stabilization methods to provide enhanced water quality benefits on Klein Creek. The project includes streambank stabilization (such as rock toe, root wads, FES Lifts, limestone terrace wall), stream channel stabilization (such as rock vanes, rock riffles, remeanders), and wetland and riparian/buffer restoration to create a floodplain terrace in the overbank areas. The overbank areas will be modified and vegetated with riparian and mesic prairie vegetation (as appropriate) to increase the residence time of stormwater runoff. The project will be designed to be consistent with the goals of the Klein Creek Watershed-Based Plan (2017).

- **OUTPUTS:**
 - 5,870 feet of streambank stabilization
 - 3,670 feet of stream channel stabilization
 - 5 acres of riparian buffer
 - 1.4 acres of wetland restoration
 - 3 educational signs and website

- **OUTCOMES:**
 - Water quality restoration of Klein Creek (IL_GBKC-01).
 - Reduced annual pollutant loadings of approximately 131 tons of sediment, 262,731 lbs. of Total Suspended Solids, 137 lbs. of phosphorus, and 314 lbs. of nitrogen.

**EXHIBIT B
DELIVERABLES OR MILESTONES**

<u>Description</u>	<u>Completion Date</u>
PROJECT COORDINATION	
1. Project Coordination	July 30, 2023
BEST MANAGEMENT PRACTICE (BMP) IMPLEMENTATION	
2. BMP Documentation Form (Part 1) and Design	December 31, 2021
O&M Plan	December 31, 2021
Sign Design	December 31, 2021
Draft Landowner Agreement	December 31, 2021
Final Landowner Agreement	January 31, 2022
Complete Implementation of BMPs	July 15, 2023
BMP Documentation Form (Part 2) w/Invoices and Photo Documentation	September 1, 2023
EDUCATIONAL SIGN AND WEBSITE INFORMATION	
3. Draft Sign Design	December 31, 2021
Final Sign Design	March 31, 2022
Install Signs	May 30, 2023
PROJECT REPORT	
4. Draft Project Report	July 15, 2023
Final Project Report	August 30, 2023
OTHER DIRECTED ACTIVITIES	
Periodic Performance and Financial Reports	Quarterly as stipulated

EXHIBIT C

PAYMENT

The Grantee shall receive \$ 1,000,000.00 under this Agreement.

TOTAL PROJECT COST:	\$ 2,000,000.00	
Grantor Share:	\$ 1,000,000.00	50.0 % of Total project cost
Grantee Share:	\$ 1,000,000.00	50.0 % of Total Project cost

The specific terms of payment are:

The estimated project costs allowable under this Agreement are identified in the Budget incorporated herein as an **Attachment 1**.

Federal funding shall make up no part of the Grantee's share of the total project cost and that the Grantee's Share shall be used exclusively for this project. The Grantee's Share for this project shall not be used to match or financially qualify for any other federal grant. Illinois state sales tax is not eligible for reimbursement or as match. The Grantee must not exceed the Illinois Department of Central Management Services Travel Reimbursement Schedule for mileage, per diem/meals, and lodging.

The Grantor's financial obligations to the Grantee are limited to the amount of funding identified as "Grantor Share" in this Agreement. All Grantee costs and match must be incurred within the Agreement Term. If the Grantee incurs costs in anticipation of receiving additional funds from the Grantor, the Grantee does so at its own risk.

Payment requests submitted by the Grantee must be for the reimbursement of incurred costs. Advanced payment is not allowed. Requests for payment must be submitted by the Grantee's authorized representative no more frequently than once per month. Invoices for supplies purchased, services performed, and expenses incurred through June 30 of any year must be submitted to the Grantor no later than August 11 of that year; otherwise the Grantee may have to seek payment through the Illinois Court of Claims. Each request must detail the amount and value of the work performed and must be accompanied by such supporting documentation as required by the Grantor. The requests for payment shall be submitted to:

Illinois Environmental Protection Agency
Attention: Fiscal Service
EPA.FiscalServ@Illinois.gov
P.O. Box 19276; Mail Code #2
Springfield, Illinois 62794-9276

The Grantor may withhold payment to the Grantee if the Grantee's progress in completing the Performance Measures contain in Exhibit E of this Agreement does not meet the project schedule contained in the Agreement to the satisfaction of the Grantor. The Grantor may withhold payment to the Grantee if Grantee fails to file required reports. The Grantor retains the right to withhold ten (10) percent of the Grantor Share until all products outlined in Exhibit E (Performance Measures) of this Agreement are submitted and approved by Grantor.

Upon satisfactory completion of the work performed under the Agreement, as a condition before final payment under the Agreement or as a termination settlement under the Agreement the Grantee must execute and deliver to the Grantor a release of all claims against the Grantor arising under the Agreement. Unless otherwise provided in the Agreement or in another writing executed by both the Grantor and the Grantee, final payment under the Agreement or settlement upon termination of the Agreement shall not constitute a waiver of any claim that the Grantor may have pertaining to the Agreement against any party affected by the Agreement.

EXHIBIT D
CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

GRANTOR CONTACT

Name: Christine Davis
Title: Watershed Management Section Manager, SPSA
Address: Illinois Environmental Protection Agency
Bureau of Water, Nonpoint Source Unit #15
P.O. Box 19276
Springfield, Illinois 62794-9276
Phone: (217) 782-3362
TTY#: _____
Fax#: _____
E-mail Address: christine.davis@illinois.gov

GRANTEE CONTACT

Name: Gregory Ulreich
Title: Village Stormwater Administrator
Address: Village of Carol Stream
500 N. Gary Avenue
Carol Stream, Illinois 60440-1811
Phone: (847) 871-6220
TTY #: _____
Fax #: _____
E-mail Address: gulreich@carolstream.org
Additional Information: _____

EXHIBIT E

PERFORMANCE MEASURES

Under this Agreement, the Grantee shall complete the following tasks.

*All submissions shall be sent to the Grantor Contact as identified in Exhibit D of this Agreement and shall be submitted electronically unless otherwise specified by the Grantor.

PROJECT COORDINATION

1. Serving as the lead organization, the Grantee shall coordinate the development of the project designs, secure all necessary permits, and then coordinate the implementation of the nonpoint source pollution control best management practice (BMP) designs as developed and approved under Item 2 of Exhibit E of this Agreement. The Grantee shall ensure that the designs are consistent with the goals of the Klein Creek Watershed-Based Plan (2017) and the Illinois' Nonpoint Source Management Program.

BEST MANAGEMENT PRACTICE (BMP) IMPLEMENTATION

2. The Grantee shall complete Part I of the BMP Documentation Form (Part I) and compile all design supplemental information (Design) for the BMPs identified in Exhibit A of this Agreement. The Design shall include all plans and specifications, operation and maintenance plans (O&M Plan), a description of installation and construction techniques, and materials to be used (including plant species).

The Design shall meet the requirements of at least one of the following documents: 1) the current Natural Resources Conservation Service (NRCS) Technical Guide and Engineering Field Manual, 2) the Illinois Urban Manual, and/or 3) the Native Plant Guide for Streams and Stormwater Facilities in Northeastern Illinois. The Design shall be certified by a registered professional engineer unless the Grantee obtains a written waiver from this certification requirement from the Grantor.

Part I and the Design shall be submitted by the Grantee to the Grantor for review and approval by December 31, 2021. Upon Grantor's request, Part I and the Design shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval. No activities related to BMP implementation shall be started until the BMP Design is approved by the Grantor.

An O&M Plan shall be developed to ensure the long-term viability (no less than 10 years) for the BMPs implemented under this Agreement. The O&M Plan shall identify inspection needs and management activities such as sediment and debris removal, replacement of vegetation and hardware, chemical treatment, etc. The O&M Plan shall identify both coordinating (i.e., local governments) and participating (i.e., citizen groups, landowners) parties to carry out inspection and management needs, as well as the financial resources necessary for implementation of the O&M Plan.

The O&M Plan shall be submitted by the Grantee to the Grantor for review and approval by December 31, 2021. Upon Grantor's request, the O&M Plan shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval. No activities related to BMP implementation shall be started until the O&M Plan is approved by the Grantor.

In the event that the Grantee does not own, or have easements rights to, the entire project site, the Grantee shall enter into legally binding agreements with participating landowners to ensure that the BMPs are maintained as designed and that the O&M Plans are implemented for no less than 10 years from the completion

of the BMPs, unless the Grantee obtains a written waiver from this requirement from the Grantor. The Grantee shall submit a draft of the agreement to the Grantor for review and approval by December 31, 2021. The Grantee shall submit a copy of the executed agreement(s) to the Grantor by January 31, 2022 or prior to the implementation of the BMP, whichever comes first.

The Grantee shall design a sign which acknowledges the participating agencies and identifies Section 319 of the Clean Water Act as a funding source of the project. The Grantee shall complete and submit a sign design to the Grantor for review and approval by December 31, 2021. The Grantee shall erect the sign prior to the installation of the BMP(s) and for a period thereafter as mutually agreed upon by the Grantee and the Grantor.

The Grantee shall complete the implementation of the BMPs by July 15, 2023. Upon completion of the BMPs, the Grantee shall complete and submit Part II of the BMP Documentation Form with all supporting documentation to the Grantor. Support documentation includes invoice and photographic documentation.

EDUCATIONAL SIGN AND WEBSITE IMPLEMENTATION

3. The Grantee shall create and install three (3) educational signs on the project site to inform the general public about the Klein Creek Stabilization Project. The signs can provide detail about implementation of the specific stabilization practices and their benefits to improve water quality through the reduction of nonpoint source pollution. These signs can also include topics such as: the history of the site, nonpoint pollution, watersheds and local watershed planning efforts, how BMPs can improve the water quality of Klein Creek, or actions that the public can take to protect the creek.

The draft sign design shall be completed and submitted by the Grantee to the Grantor by December 31, 2021. The final sign design shall be completed and submitted by the Grantee to the Illinois EPA by March 31, 2022. The signs shall be installed by May 30, 2023.

The Grantee shall post project information on their website throughout the grant period. The Grantee shall submit narrative and photos to the Grantor for review and approval prior to posting online.

PROJECT EVALUATION AND REPORT

4. The Grantee shall evaluate and prepare a report on the success of the Klein Creek Stabilization Project in terms of water quality. The report shall document the project tasks, implementation schedule, and budget. For all BMP implementation developed under Item 2 of Exhibit E of this Agreement, the report shall include pre and post conditions (both narrative and photos), type and location of practices, plans and specifications, the O & M Plan, a description of installation and construction techniques, and materials used (including plant species). The draft report shall be completed and submitted by the Grantee to the Grantor for review and approval by July 15, 2023. The final report shall be completed and two (2) paper copies and one (1) electronic copy submitted by the Grantee to the Grantor by August 30, 2023.

EXHIBIT F

PERFORMANCE STANDARDS

All products produced, and all work performed by the Grantee under this Agreement shall be subject to review and approval by the Grantor to determine eligibility and acceptability in meeting the terms and intent of this Agreement.

The Grantee shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all services furnished by the Grantee under this Agreement. The Grantee must, without additional financial assistance, correct or revise any errors or deficiencies in its services.

The Grantee will perform such services as necessary to accomplish the objectives of this Agreement, in accordance with all the terms of this Agreement.

EXHIBIT G

SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this Exhibit G by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

The Grantee and the Grantor have the right to use (including, but not limited to, citing to, circulating, displaying, and reproducing) all products that result from the Grantee receiving financial assistance under this Agreement whether the product is developed by the Grantee or a sub-grantee.

The Grantee will include in any publications for external general circulation (including brochures, newsletters, and presentations materials) the following phrase: "Funding for this project provided, in part, by the Illinois Environmental Protection Agency through Section 319 of the Clean Water Act."

The Grantor reviewed the risk posed by the Grantee. The risk level is: Medium for a) Financial and Regulatory Reporting, b) Property Standards, c) Procurement Standards, and d) Fraud, Waste and Abuse.

1. The following additional award conditions apply to this grant:
 - a. Financial and Regulatory Reporting – requires more detailed reporting
 - b. Property Standards – requires additional prior approvals
 - c. Procurement Standards – requires additional prior approvals
 - d. Fraud, Waste and Abuse – requires technical assistance including required training.
2. The reasons for the risk level:
 - a. Financial and Regulatory Reporting - medium to high risk increases the likelihood that grant revenues and expenditures will be inaccurate that could result in misreporting, and an abusive environment
 - b. Property Standards - medium to high risk increases the likelihood of non-compliance resulting in audit findings, questioned cost and fraud, waste and abuse
 - c. Cost Principles – medium to high risk increases the likelihood of non-compliance resulting in audit findings, questioned cost and fraud, waste and abuse.
 - d. Fraud, Waste and Abuse - medium to high risk increases the likelihood of fraud, waste and abuse occurring and not being identified in the normal course of employee's duties, also decreases the likelihood of employees or clients reporting fraud, waste and abuse.
3. The following additional award conditions apply to this grant. Upon request by Grantor:
 - a. the Grantee shall complete the implementation of new enhanced system, mitigating controls or a combination of both
 - b. the Grantee shall implement corrective action including new or enhanced controls over equipment and property
 - c. The Grantee shall complete implementation of new or enhanced controls over procurements of activities.
 - d. The Grantee shall implement a fraud awareness program including information on how to report fraud, waste and abuse without fear of retaliation.
4. The time allowed for completing the actions, if applicable:
 - a. One year
5. The method for requesting removal of additional requirements:
 - a. Removal requests must be submitted in writing. Requests should take the form of a signed letter with attached documentation and should be submitted to the Grantor Contact identified in Exhibit D of this Agreement.

PART TWO – THE GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in PART ONE, the Grantor has the following additional requirements for its Grantee:

In reference to Part One, Article IV, Item 4.7 of this Agreement, the Grantee is not required to submit payment requests to the Grantor within fifteen (15) days of the end of the quarter but may instead request reimbursement of incurred costs as needed within the Agreement Term but may do so no more frequently than once per month.

In reference to Part One, Article XIII, Item 13.1 of this Agreement, the Grantee will submit the Periodic Financial Report by the fifteenth (15th) of January, April, July, and October occurring during the Agreement Period.

In reference to Part One, Article XIV, Item 14.1 of this Agreement, the Grantee will submit the Periodic Performance Report with supplemental attachment by the fifteenth (15th) of January, April, July, and October occurring during the Agreement Period.

In reference to Part One, Article XIV, Item 14.3 of this Agreement, the Grantee will submit the performance report supplemental attachment using the following format. The first page will include the project title, agreement number, the period of time that the report covers, and a table showing the entire list of Deliverables or Milestones (Exhibit B) and all deliverables defined in the strategies developed under this grant. The table shall include the task, its scheduled completion date, and current status. The remainder of the report will include the items listed in Section 14.3, plus information regarding what happened during this quarter and what is scheduled for the upcoming quarter. For projects implementing best management practices, the report will include a table of all projects, which lists the project owner, estimated date to be completed, implementation status, and comments as needed.

PART THREE – THE PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in PART ONE and the Grantor-Specific Terms in PART TWO, the Grantor has the following additional requirements for this Project:

The Grantee shall be available for coordination and progress briefings with the Grantor during the term of the Agreement. The dates and locations of these briefings shall be specified by the Grantor in consultation with the Grantee.

Upon completion of the Agreement, as a condition before final payment under the Agreement or as a termination settlement under the Agreement the Grantee must execute and deliver to the Grantor an amended Uniform Grant Budget Template that reflects any and all budget line item transfers made to the original Uniform Grant Agreement Budget, unless already addressed in an executed amendment to the Uniform Grant Agreement Budget Template.



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

This form is used to apply to individual State of Illinois discretionary grant programs. Applicants should submit budgets based upon the total estimated costs for the project including all funding sources. Pay attention to applicable program specific instructions, if attached. The applicant organization should refer to 2 CFR 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" cited within these instructions.

You must consult with your Business Office prior to submitting this form for any award restrictions, limitations or requirements when filling out the narrative and Uniform Budget Template.

Section A – Budget Summary
STATE OF ILLINOIS FUNDS

All applicants must complete Section A and provide a break-down by the applicable budget categories shown in lines 1-17. Eligible applicants requesting funding for only one year should complete the column under " Year 1." Eligible applicants requesting funding for multi-year grants should complete all applicable columns. **Please read all instructions before completing form.**

STATE OF ILLINOIS GRANT FUNDS

Provide a total requested State of Illinois Grant amount for each year in the Revenue portion of Section A. The amount entered in Line (a) will equal the total amount budgeted on Line 18 of Section A.

BUDGET SUMMARY – STATE OF ILLINOIS FUNDS

All applicants must complete Section A and provide a break-down by the applicable budget categories shown in lines 1-17.

Line 18: Show the total budget request for each fiscal year for which funding is requested.

Please use detail worksheet and narrative section for further descriptions and explanations of budgetary line items.

Section A (continued) Indirect Cost Information: *(This information should be completed by the applicant's Business Office).* If the applicant is requesting reimbursement for indirect costs on line 17, the applicant's Business Office must select one of the options listed on the Indirect Cost Information page under Section-A Indirect Cost Information (1-4).

Option (1): The applicant has a Negotiated Indirect Cost Rate Agreement (NICRA) that was approved by the Federal government. A copy of this agreement must be provided to the State of Illinois' Indirect Cost Unit for review and documentation. This NICRA will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations. *If this option is selected by the applicant, basic information is required for completion of this section. See bottom of "Section-A Indirect Cost Information".*

NOTE: The applicant may not have a Federally Negotiated Indirect Cost Rate Agreement. Therefore, in order for the applicant to be reimbursed for Indirect Costs from the State of Illinois, the applicant must either:

- A) Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from our State Cognizant Agency on an annual basis.
- B) Elect to use the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois Awards.
- C) Use a Restricted Rate designated by programmatic statutory policy. (See Notice of Funding Opportunity for Restricted Rate Programs).



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Section A – Budget Summary (continued)

Option (2a): The applicant currently has a Negotiated Indirect Cost Rate Agreement with the State of Illinois that will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations. The applicant is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within six (6) months after the close of each fiscal year (2 CFR 200 Appendix IV (C)(2)(c). **Note:** *If this option is selected by the applicant, basic information is required for completion of this section. See bottom of “Section-A Indirect Cost Information”.*

Option (2b): The applicant currently does not have a Negotiated Indirect Cost Rate Agreement with the State of Illinois. The applicant must submit its initial Indirect Cost Rate Proposal (ICRP) immediately after the applicant is advised that the State award will be made and, in no event, later than three (3) months after the effective date of the State award (2 CFR 200 Appendix IV (C)(2)(b). The initial ICRP will be sent to the State of Illinois’ Indirect Cost Unit. **Note:** *The applicant should check with the State of Illinois awarding Agency for information regarding reimbursement of indirect costs while its proposal is being negotiated.*

Option (3): The applicant elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards (2 CFR 200.414 (c)(4)(f) & (200.68). **Note:** *(The applicant must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs.)*

Option (4): If you are applying for a grant under a Restricted Rate Program, indicate whether you are using a restricted indirect cost rate that is included on your approved Indirect Cost Rate Agreement, or whether you are using a restricted indirect cost rate that complies with statutory or programmatic policies. **Note:** *See Notice of State Award for Restricted Rate Programs.*

Section B – Budget Summary
NON-STATE OF ILLINOIS FUNDS

NON-STATE OF ILLINOIS FUNDS: If the applicant is required to provide or volunteers to provide cost-sharing or matching funds or other non-State of Illinois resources to the project, the applicant must provide a revenue breakdown of all Non-State of Illinois funds in lines (b)-(d). the total of “Non-State Funds” should equal the amount budgeted on Line 18 of Section B. If a match percentage is required, the amount should be entered in this section.

BUDGET SUMMARY – NON-STATE OF ILLINOIS FUNDS

If the applicant is required to provide or volunteers to provide cost-sharing or matching funds or other non-State of Illinois resources to the project, these costs should be shown for each applicable budget category on lines 1017 of Section B.

Lines 1-17: For each project year, for which matching funds or other contributions are provided, show the total contribution for each applicable budget category.

Line 18: Show the total matching or other contribution for each fiscal year.

Please see detail worksheet and narrative section for further descriptions and explanations of budgetary line items.



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Section C – Budget Worksheet & Narrative

[Attach separate sheet(s)]

Pay attention to applicable program specific instructions, if attached.

All applicants are required to submit a budget narrative along with Section A and Section B. The budget narrative is sometimes referred to as the budget justification. The narrative serves two purposes: it explains how the costs were estimated and it justifies the need for the cost. The narrative may include tables for clarification purposes. The State of Illinois recommends using the State of Illinois Uniform Budget Template worksheet and narrative guide provided.

1. Provide an itemized budget breakdown, and justification by project year, for each budget category listed in Sections A and B.
2. For non-State of Illinois funds or resources listed in Section B that are used to meet a cost-sharing or matching requirement or provided as a voluntary cost-sharing or matching commitment, you must include:
 - a. The specific costs or contributions by budget category;
 - b. The source of the costs or contributions; and
 - c. In the case of third-party in-kind contributions, a description of how the value was determined for the donated or contributed goods or services.

[Please review cost sharing and matching regulations found in 2 CFR 200.306.]

3. If applicable to this program, provide the rate and base on which fringe benefits are calculated.
4. If the applicant is requesting reimbursement for indirect costs on line 17, this information should be completed by the applicant's Business Office. Specify the estimated amount of the base to which the indirect cost rate is applied and the total indirect expense. Depending on the grant program to which the applicant is applying and/or the applicant's approved Indirect Cost Rate Agreement, some direct cost budget categories in the applicant's grant application budget may not be included in the base and multiplied by your indirect cost rate. Please indicate which costs are included and which costs are excluded from the base to which the indirect cost rate is applied.
5. Provide other explanations or comments you deem necessary.



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

Keep in mind the following—

Although the degree of specificity of any budget will vary depending on the nature of the project and State of Illinois agency requirements, a complete, well-thought-out budget serves to reinforce your credibility and increase the likelihood of your proposal being funded.

- A well-prepared budget should be reasonable and demonstrate that the funds being asked for will be used wisely.
- The budget should be as concrete and specific as possible in its estimates. Make every effort to be realistic, to estimate costs accurately.
- The budget format should be as clear as possible. It should begin with a budget narrative, which you should write after the entire budget has been prepared.
- Each section of the budget should be in outline form, listing line items under major headings and subheadings.
- Each of the major components should be subtotaled with a grand total at the end.

Your budget should justify all expenses and be consistent with the program narrative:

- Salaries should be comparable to those within the applicant organization.
- If new staff is being hired, additional space and equipment are considered, as necessary.
- If the budget lists an equipment purchase, it is the type allowed by the agency.
- If additional space is rented, the increase in insurance is supported.
- If an indirect cost rate applies to the proposal, the division between direct and indirect costs is not in conflict, and the aggregate budget totals refer directly to the approved formula. Indirect costs are costs that are not readily assignable to a particular project, but are necessary to the operation of the organization and the performance of the project (like the cost of operating and maintaining facilities, depreciation, and administrative salaries).

§200.308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or \$1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

State Agency: Illinois Environmental Protection Agency

Organization Name: Village of Carol Stream

Notice of Funding Opportunity (NOFO) Number: 2020 Section 319 NPS

Data Universal Number System (DUNS) Number (enter numbers only) : 051080190

Catalog of State Financial Assistance (CSFA) Number: 532-60-0378

CSFA Short Description: Section 319(h) Grant Program

Section A: State of Illinois Funds

Fiscal Year: 01/01/2020

REVENUES			Total Revenue
State of Illinois Grant Requested		\$	
Budget Expenditure Categories	OMB Uniform Guidance Federal Awards Reference 2 CFR 200		Total Expenditures
1. Personnel (Salary and Wages)	200.430	\$	
2. Fringe Benefits	200.431	\$	
3. Travel	200.474	\$	
4. Equipment	200.439	\$	
5. Supplies	200.94	\$	
6. Contractual Services and Subawards	200.318 & 200.92	\$	
7. Consultant (Professional Service)	200.459	\$	50,000.00
8. Construction		\$	950,000.00
9. Occupancy (Rent and Utilities)	200.465	\$	
10. Research and Development (R&D)	200.87	\$	
11. Telecommunications		\$	
12. Training and Education	200.472	\$	
13. Direct Administrative Costs	200.413 (c)	\$	
14. Miscellaneous Costs		\$	
15. A. Grant Exclusive Line Item(s)		\$	
15. B. Grant Exclusive Line Item(s)			
16. Total Direct Costs (add lines 1-15)	200.413	\$	1,000,000.00
17. Total Indirect Costs	200.414	\$	
Rate %:	<input type="text"/>		
Base:	<input type="text"/>		
18. Total Costs State Grant Funds (Lines 16 and 17) MUST EQUAL REVENUE TOTALS ABOVE		\$	1,000,000.00

Instructions found at end of document.



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Organization Name: Village of Carol Stream

NOFO Number: 2020 Section 319 NPS

SECTION A - Continued - Indirect Cost Rate Information

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options

1. Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our Federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. **NOTE: (If this option is selected, please, provide basic Negotiated Indirect Cost Rate Agreement in area designated below.)**

Your organization may not have a Federally Negotiated Cost Rate Agreement. Therefore, in order for your organization to be reimbursed for the Indirect Costs from the State of Illinois your organization must either:

- a. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from your State Cognizant Agency on an annual basis;
- b. Elect to use the de minimis rate of 10% modified for total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or
- c. Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity for Restricted Rate Programs).

2a. Our Organizations currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year [2 CFR 200, Appendix IV(C)(2)(c)]. **NOTE: (If this option is selected, please provide basic Indirect Cost Rate information in area designated below.)**

2b. Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than three (3) months after the effective date of the State award [2 CFR 200 Appendix (C)(2)(b)]. The initial ICRP will be sent to the State of Illinois Indirect Cost unit. **Note: (Check with you State of Illinois Agency for information regarding reimbursement of indirect costs while your proposal is being negotiated.)**

3. Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the Federal government or the State or Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards [2 CFR 200.414 (C)(4)(f) and 200.68.] **[Note: Your Organization must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs.]**

4. For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:

is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or

complies with other statutory policies.

The Restricted Indirect Cost Rate is: _____ %

5. No reimbursement of Indirect Cost is being requested. (Please consult your program office regarding possible match requirements.)

Basic Negotiated Indirect Cost Rate Information (Use only if option 1 or 2(a), above is selected.)

Period Covered by NICRA: From: To: Approving Federal or State Agency:

Indirect Cost Rate: % The Distribution Base Is:



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Organization Name: Village of Carol Stream

NOFO Number: 2020 Section 319 NPS

Section B: Non-State of Illinois Funds

Fiscal Year: 01/01/2020

REVENUES			Total Revenue
Grantee Match Requirement %:	50	(Agency to Populate)	
b) Cash			\$ 900,000.00
c) Non-Cash			\$
d) other Funding and Contributions			\$ 100,000.00
Total Non-State Funds (lined b through d)			\$ 1,000,000.00

Budget Expenditure Categories	OMB Uniform Guidance Federal Awards Reference 2 CFR 200		Total Expenditures
1. Personnel (Salaries and Wages)	200.430	\$	
2. Fringe Benefits	200.431	\$	
3. Travel	200.474	\$	
4. Equipment	200.439	\$	
5. Supplies	200.94	\$	
6. Contractual Services and Subawards	200.318 & 200.92	\$	
7. Consultant (Professional Services)	200.459	\$	50,000.00
8. Construction		\$	950,000.00
9. Occupancy (Rent and Utilities)	200.465	\$	
10. Research and Development (R&D)	200.87	\$	
11. Telecommunications		\$	
12. Training and Education	200.472	\$	
13. Direct Administrative Costs	200.413 (c)	\$	
14. Miscellaneous Costs		\$	
15. A. Grant Exclusive Line Item(s)		\$	
15. B. Grant Exclusive Line Item(s)		\$	
16. Total Direct Costs (add lines 1-15)	200.413	\$	1,000,000.00
17. Total indirect Costs	200.414	\$	
Rate %:	<input type="text"/>		
Base:	<input type="text"/>		
18. Total Costs State Grant Funds (Lines 16 and 17) MUST EQUAL REVENUE TOTALS ABOVE		\$	1,000,000.00



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Organization Name: Village of Carol Stream

NOFO Number: 2020 Section 319 NPS

Data Universal Number System (DUNS) Number (enter numbers only) : 051080190

Fiscal Year: 01/01/2020

Catalog of State Financial Assistance (CSFA) Number: 532-60-0378

CSFA Short Description: Section 319(h) Grant Program

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

Village of Carol Stream

Institution/Organization Name:

Village of Carol Stream

Institution/Organization Name:

Finance Director

Title (Chief Financial Officer or equivalent):

Village Administrator

Title (Executive Director or equivalent):

Jon Batek

Printed Name (Chief Financial Officer or equivalent):

Bob Mellor

Printed Name (Executive Director or equivalent):

Signature (Chief Financial Officer or equivalent):

Signature (Executive Director or equivalent):

Date of Execution (Chief Financial Officer):

Date of Execution (Executive Director):

Note: The State Awarding Agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter onto contractual agreements on the behalf of the organization.



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

FFATA Data Collection Form (if needed by agency)

Under FFATA, all sub-recipients who receive \$30,000 or more must provide the following information for federal reporting. Please fill out the following form accurately and completely.

4-digit extension if applicable:			
Sub-recipient DUNS: 051080190		Sub-recipient Parent Company DUNS:	
Sub-recipient Name: Village of Carol Stream			
Sub-recipient DBA Name: Village of Carol Stream			
Sub-recipient Street Address: 500 N. Gary Avenue			
City: Carol Stream	State: IL	Zip-Code: 60188	Congressional District: IL House 42; IL Senate 21; US 6
Sub-recipient Principal Place of Performance:			
City:	State:	Zip-Code:	Congressional District:
Contract Number (if known):	Award Amount:	Project Period: From:	Project Period: To:
Unknown	\$1,000,000.00	Jan 18, 2021	Aug 30, 2023
State of Illinois Awarding Agency and Project Detail Description:			
Illinois Environmental Protection Agency. Installation of Best Management Practices under the Nonpoint Source Pollution Control Financial Assistance Program that will install bioengineering stabilization methods to provide enhanced water quality benefits on Klein Creek.			
Under certain circumstances, sub-recipient must provide names and total compensation of its top 5 highly compensated officials. Please answer the following questions and follow the instructions.			
Q1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches and affiliates worldwide) receive (1) 80% or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements and (2) \$25,000,000 or more in annual gross revenue from U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements?			
Yes <input type="checkbox"/> If Yes, must answer Q2 below.		No <input checked="" type="checkbox"/> If No, you are not required to provide data.	
Q2. Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (5 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue code of 1986 (i.e., on IRS Form 990)?			
Yes <input checked="" type="checkbox"/>		No <input type="checkbox"/> If No, you must provide the data. Please fill out the rest of this form.	
Please provide names and total compensation of the top five officials:			
Name:			Amount:
Name:			Amount:
Name:			Amount:
Name:			Amount:
Name:			Amount:



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

1). Personnel (Salaries and Wages) (2 CFR 200.430)

List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project and length of time working on the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives in the narrative space provided below. Also, provide a justification and description of each position (including vacant positions). Relate each position specifically to program objectives. Personnel cannot exceed 100% of their time on all active projects.

Name	Position	Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Length of Time	Personnel Cost	Add/Delete Row
				%			Add
							Delete
State Total							
				%			Add
							Delete
NON-State Total							
Total Personnel							
Personnel Narrative (State):							
Personnel Narrative (Non-State): (i.e. "Match" or "Other Funding")							



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

2). Fringe Benefits (2 CFR 200.431)

Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in category (1) direct salaries and wages, and only for the percentage of time devoted to the project. Provide the fringe benefit rate used and a clear description of how the computation of fringe benefits was done. Provide both the annual (for multiyear awards) and total. If a fringe benefit rate is not used, show how the fringe benefits were computed for each position. The budget justification should be reflected in the budget description. Elements that comprise fringe benefits should be indicated.

Name	Position(s)	Base	Rate (%)	Fringe Benefit Cost	Add/Delete Rows
			%		Add
					Delete
State Total					
			%		Add
					Delete
Non-State Total					
Total Fringe Benefits					

Fringe Benefits Narrative (State):

Fringe Benefits Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

3). Travel (2 CFR 200.474)

Travel should include: origin and destination, estimated costs and type of transportation, number of travelers, related lodging and per diem costs, brief description of the travel involved, its purpose, and explanation of how the proposed travel is necessary for successful completion of the project. In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and unit cost involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Indicate source of Travel Policies applied, Applicant or State of Illinois Travel Regulations. NOTE: Dollars requested in the travel category should be for staff travel only. Travel for consultants should be shown in the consultant category along with the consultant's fee. Travel for training participants, advisory committees, review panels and etc., should be itemized the same way as indicated above and placed in the "Miscellaneous" category.

Purpose of Travel/Items	Location	Cost Rate	Basis	Quantity	Number of Trips	Travel Cost	Add/Delete Row
							Add
							Delete
State Total							
							Add
							Delete
NON-State Total							
Total Travel							

Travel Narrative (State):

Travel Narrative (Non-State): (i.e..e "Match" of "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

4). Equipment (2 CFR 200.439)

Provide justification for the use of each item and relate them to specific program objectives. Provide both the annual (for multiyear awards) and total for equipment. Equipment is defined as an article of tangible personal property that has a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. An applicant organization may classify equipment at a lower dollar value but cannot classify it higher than \$5,000. (Note: Organization's own capitalization policy for classification of equipment can be used). Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

Item	Quantity	Cost Per Item	Equipment Cost	Add/Delete Rows
				Add
				Delete
State Total				
				Add
				Delete
Non-State Total				
Total Equipment				

Equipment Narrative (State):

Equipment Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

5). Supplies (2 CFR 200.94)

List items by type (office supplies, postage, training materials, copying paper, and other expendable items such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

	Item	Quantity/Duration	Cost Per Item	Supplies Cost	Add/Delete Rows
					Add
					Delete
	State Total				
					Add
					Delete
	Non-State Total				
	Total Supplies				

Supplies Narrative (State):

Supplies Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

6). Contractual Services (2 CFR 200.318) & Subawards (200.92)

Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole contracts in excess of \$150,000 (See 2 CFR 200.88). NOTE : this budget category may include **subawards**. Provide separate budgets for each subaward or contract, regardless of the dollar value and indicate the basis for the cost estimates in the narrative. Describe products or services to be obtained and indicate the applicability or necessity of each to the project.

Please also note the differences between subaward, contract, and contractor (vendor):

- 1) Subaward (200.92) means an award provided by a pass-through entity to a sub-recipient for the sub-recipient to carry out part of a Federal/State award, including a portion of the scope of work or objectives. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal/State program.
- 2) Contract (200.22) means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward.
- 3) "Vendor" or "Contractor" is generally a dealer, distributor or other seller that provides supplies, expendable materials, or data processing services in support of the project activities.

Item	Contractual Services Cost	Add/Delete Rows
		Add
		Delete
State Total		
		Add
		Delete
Non-State Total		
Total Contractual Services		
Contractual Services Narrative (State):		
Contractual Services Narrative (Non-State): (i.e. "Match" or "Other Funding")		



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

7). Consultant Services and Expenses (2 CFR 200.459)

Consultant Services (Fees): For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project.
Consultant Expenses: List all expenses to be paid from the grant to the individual consultant in addition to their fees (i.e., travel, meals, lodging, etc.) Consultant--
 Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisitions Policy is used.

Consultant Services (Fees)	Services Provided	Fee	Basis	Quantity	Consultant Services (Fee) Cost	Add/Delete Row
Professional Engineering	Final & Construction Engineering	\$125.00	Hourly	400	\$50,000.00	Add Delete
State Total					\$50,000.00	
Professional Engineering	Final & Construction Engineering	\$125.00	Hourly	400	\$50,000.00	Add Delete
NON-State Total					\$50,000.00	
Total Consultant Services (Fees)					\$100,000.00	

Consultant Services Narrative (State):

The Village of Carol Stream is requesting \$50,000 in grant funding to be earmarked for Consultant Services and Expenses.

Consultant Services Narrative (Non-State):

The Village of Carol Stream intends to contract with a professional engineering design firm for the design, permitting, contract document preparation, and construction engineering support. The Engineer's Opinion of Probable Cost (EOPC), which is based on a preliminary design, estimated the Consultant Services and Expenses to total approximately \$92,000. See attached EOPC in overflow pages for further detail regarding unit costs.

Consultant Expenses - Items	Location	Cost Rate	Basis	Quantity	Number of Trips	Consultant Expenses Cost	Add/Delete Row
							Add Delete
State Total							
							Add Delete
NON-State Total							
Total Consultant Expenses							

Consultant Expenses Narrative (State):



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

7). Consultant Services and Expenses (2 CFR 200.459)

Consultant Expenses Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

8). Construction

Provide a description of the construction project and an estimate of the costs. As a rule, construction costs are not allowable unless with prior written approval. In some cases, minor repairs or renovations may be allowable. Consult with the program office before budgeting funds in this category. Estimated construction costs must be supported by documentation including drawings and estimates, formal bids, etc. As with all other costs, follow the specific requirements of the program, the terms and conditions of the award, and applicable regulations.

Purpose	Description of Work	Construction Cost	Add/Delete Rows
BMP Implementation & Signage	Streambank Stabilization & Wetland Restoration	\$950,000.00	Add
			Delete
State Total		\$950,000.00	
BMP Implementation & Signage	Streambank Stabilization & Wetland Restoration	\$950,000.00	Add
			Delete
Non-State Total		\$950,000.00	
Total Construction		\$1,900,000.00	

Construction Narrative (State):

The Village of Carol Stream is requesting \$950,000 in grant funding to be earmarked for Construction Costs.

Construction Narrative (Non-State): (i.e. "Match" or "Other Funding")

The Engineer's Opinion of Probable Cost (EOPC), which is based on a preliminary design, estimated the Construction Costs to total approximately \$3,000,000. Therefore, the Village of Carol Stream actually anticipates that it's contribution (aka "Non-State Total") will be significantly more than the \$950,000 indicated above. However, the \$950,000 was used in order to establish a reimbursement rate of 50% should the actual Construction Costs incurred be lower than what was anticipated by the EOPC. In all instances, the Village of Carol Stream understands that the State's Total would not exceed \$950,000. See attached EOPC in overflow pages for further detail regarding unit costs.



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

9). Occupancy - Rent and Utilities (2 CFR 200.465)

List items and descriptions by major type and the basis of the computation. Explain how rental and utility expenses are allocated for distribution as an expense to the program/service. For example, provide the square footage and the cost per square foot rent and utility, and provide a monthly rental and utility cost and how many months to rent. **NOTE:** This budgetary line item is to be used for direct program rent and utilities, all other indirect or administrative occupancy costs should be listed in the indirect expense section of the Budget worksheet and narrative. Maintenance and repair costs may be included here if directly allocated to program.

Description	Quantity	Basis	Cost	Length of Time	Occupancy Cost	Add/Delete Row
						Add
						Delete
State Total						
						Add
						Delete
NON-State Total						
Total Occupancy - Rent and Utilities						

Occupancy - Rent and Utilities Narrative (State):

Occupancy - Rent and Utilities Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

10). Research & Development (R&D) (2 CFR 200.87)

Definition: All research activities, both basic and applied, and all development activities that are performed by non-Federal entities directed toward the production of useful materials, devices, systems, or methods, including design and development of prototypes and processes. Provide a description of the research and development project and an estimate of the costs. Consult with the program office before budgeting funds in this category.

Purpose	Description of Work	Research and Development Cost	Add/Delete Rows
			Add
			Delete
State Total			
			Add
			Delete
Non-State Total			
Total Research and Development			

Research and Development Narrative (State):

Research and Development Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

11). Telecommunications

List items and descriptions by major type and the basis of the computation. Explain how telecommunication expenses are allocated for distribution as an expense to the program/service. NOTE: This budgetary line item is to be used for direct program telecommunications, all other indirect or administrative telecommunication costs should be listed in the indirect expense section of the Budget worksheet and narrative.

Description	Quantity	Basis	Cost	Length of Time	Telecommunications Cost	Add/Delete Row
						Add
						Delete
State Total						
						Add
						Delete
NON-State Total						
Total Telecommunications						
Telecommunications Narrative (State):						
Telecommunications Narrative (Non-State): (i.e. "Match" or "Other Funding")						



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

12). Training and Education (2 CFR 200.472)

Describe the training and education cost associated with employee development. Include rental space for training (if required), training materials, speaker fees, substitute teacher fees, and any other applicable expenses related to the training. When training materials (pamphlets, notebooks, videos, and other various handouts) are ordered for specific training activities, these items should be itemized below.

Description	Quantity	Basis	Cost	Length of Time	Training and Education Cost	Add/Delete Row
						Add
						Delete
State Total						
						Add
						Delete
NON-State Total						
Total Training and Education						

Training and Education Narrative (State):

Training and Education Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

13). Direct Administrative Costs (2 CFR 200.413 (c))

The salaries of administrative and clerical staff should normally be treated as indirect (F&A) costs. Direct charging of these costs may be appropriate only if all of the following conditions are met: (1) Administrative or clerical services are integral to a project or activity; (2) Individuals involved can be specifically identified with the project or activity; (3) Such costs are explicitly included in the budget or have the prior written approval of the State awarding agency; and (4) The costs are not also recovered as indirect costs.

Name	Position	Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Length of Time	Direct Administrative Cost	Add/Delete Row
				%			Add Delete
State Total							
				%			Add Delete
NON-State Total							
Total Direct Administrative Costs							

Direct Administrative Costs Narrative (State):

Direct Administrative Costs Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

14). Other or Miscellaneous Costs

This category contains items not included in the previous categories. List items by type of material or nature of expense, break down costs by quantity and cost per unit if applicable, state the necessity of other costs for successful completion of the project and exclude unallowable costs (e.g.. Printing, Memberships & subscriptions, recruiting costs, etc.)

Description	Quantity	Basis	Cost	Length of Time	Other or Miscellaneous Cost	Add/Delete Row
						Add
						Delete
State Total						
						Add
						Delete
NON-State Total						
Total Other or Miscellaneous Costs						

Other or Miscellaneous Costs Narrative (State):

Other or Miscellaneous Costs Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

15). GRANT EXCLUSIVE LINE ITEM

Grant Exclusive Line Item Description: _____

Costs directly related to the service or activity of the program that is an integral line item for budgetary purposes. To use this budgetary line item, an applicant must have Program approval. (Please cite reference per statute for unique costs directly related to the service or activity of the program). (Note: Use columns within table as needed for the item being reported. Leave blank those columns that are not applicable. This table does NOT auto-calculate each line. You must enter the line totals. The table will auto-calculate the State, Non-State, and Total Grant Exclusive Line Item amounts based on your line entries. The State, Non-State and Total Grant Exclusive Line Item amounts will NOT carry forward to the Budget Narrative Summary table. You will have to enter the State and Non-State Totals for ALL Grant Exclusive Line Items in the Budget Narrative Summary table. Use the "Add New Grant Exclusive Line Item" button below to add additional tables as needed.)

Description	Quantity	Basis	Cost	Length of Time	Grant Exclusive Line Item Cost	Add/Delete Row
						Add
						Delete
State Total						
						Add
						Delete
NON-State Total						
Total Grant Exclusive Line Item						

Grant Exclusive Line Item Narrative (State):

Grant Exclusive Line Item Narrative (Non-State): (i.e. "Match" or "Other Funding")

Add New Grant Exclusive Line Item	Delete Grant Exclusive Line Item
-----------------------------------	----------------------------------



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

16). Indirect Cost (2 CFR 200.414)

Provide the most recent indirect cost rate agreement information with the itemized budget. The applicable indirect cost rate(s) negotiated by the organization with the cognizant negotiating agency must be used in computing indirect costs (F&A) for a program budget. The amount for indirect costs should be calculated by applying the current negotiated indirect cost rate(s) to the approved base(s). After the amount of indirect costs is determined for the program, a breakdown of the indirect costs should be provided in the budget worksheet and narrative below.

Description	Base	Rate	Indirect Cost	Add/Delete Rows
				Add
				Delete
State Total				
				Add
				Delete
Non-State Total				
Total Indirect Costs				
Indirect Costs Narrative (State):				
Indirect Costs Narrative (Non-State):				



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Budget Narrative Summary--When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform template provided (SECTION A & B). Verify the total costs and the total project costs. Indicate the amount of State requested funds and the amount of non-State funds that will support the project. (Note: The State, Non-State, and Total cost amounts for each line item below are auto-filled based upon the entries in the preceding budget tables 1-14 and 16. The State and Non-State Total amounts from Table 15 above, Grant Exclusive Line Item(s), must be entered into this table by hand due to the possibility of there being more than one Grant Exclusive Line Item table. Once the Grant Exclusive Line Item(s) amounts are entered into this table, the State Request amount, Non-State Amount and the Total Project Costs will be calculated automatically. It is imperative that the summary tables be completed accurately for the Budget Narrative Summary to be accurate.)

Budget Category	State	Non-State	Total
1. Personnel			
2. Fringe Benefits			
3. Travel			
4. Equipment			
5. Supplies			
6. Contractual Services			
7. Consultant (Professional Services)	\$50,000.00	\$50,000.00	\$100,000.00
8. Construction	\$950,000.00	\$950,000.00	\$1,900,000.00
9. Occupancy (Rent and Utilities)			
10. Research and Development (R & D)			
11. Telecommunications			
12. Training and Education			
13. Direct Administrative Costs			
14. Other or Miscellaneous Costs			
15. GRANT EXCLUSIVE LINE ITEM(S)			
16. Indirect Costs			
State Request	\$1,000,000.00		
Non-State Amount		\$1,000,000.00	
TOTAL PROJECT COSTS			\$2,000,000.00



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

For State Use Only

Grantee: Village of Carol Stream
Data Universal Number System (DUNS) Number (enter numbers only) : 051080190
Notice of Funding Opportunity (NOFO) Number: 2020 Section 319 NPS
Catalog of State Financial Assistance (CSFA) Number: 532-60-0378 CSFA Short Description: Section 319(h) Grant Program
Fiscal Year(s): FY22, FY23, FY24

Initial Budget Request Amount: \$1,000,000.00
Prior Written Approval for Expense Line Item: NA
Statutory Limits or Restrictions: NA
Checklist: NA

Final Budget Amount Approved: \$1,000,000.00

Sanjay Sofat
Program Approval Name Program Approval Signature Date
Max Paller
Fiscal & Administrative Approval Name Fiscal & Administrative Approval Signature Date

Budget Revision Approved:

Sanjay Sofat
Program Approval Name Program Approval Signature Date
Max Paller
Fiscal & Administrative Approval Signature Fiscal & Administrative Approval Signature Date

§200.308 Revision of budget and program plans
(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or \$1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.

Village of Carol Stream
 Schedule of Bills
 For Village Board Approval on JANUARY 04, 2021

AGENDA ITEM
L-1 1/18/21

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
AEP ENERGY					
100 DELLA CT-1083101009 11/5/20-12/08/20	11.03	01670300-53213	STREET LIGHT ELECTRICITY	3013130378 12/11/20	
	<u>11.03</u>				
B & F CONSTRUCTION CODE SERVICES, INC					
BLDG REVIEW-124 WINDSOR PARK DR, 20-1460-	3,741.24	01643700-52253	CONSULTANT	55256	
BLDG REVIEW-521 S SCHMALE RD, 20-1469-NEW	1,633.00	01643700-52253	CONSULTANT	55258	
	<u>5,374.24</u>				
CH2MHILL OMI					
CAP EX PROJECT-SEP 2020	6,097.38	04101100-52262	WRC CONTRACT	351199-CE-10 PO-3794	20210001
	<u>6,097.38</u>				
CLEAN SOIL CONSULTING LLC					
SOIL SAMPLES	1,800.00	04201600-52265	HAULING	19232	
	<u>1,800.00</u>				
COMED					
465 CENTER AVE 11/16-12/17/20	98.51	01670300-53213	STREET LIGHT ELECTRICITY	2859083222 12/17/20	
KUHN RD 11/16-12/17/20	33.10	01662300-52298	ATLE SERVICE FEE	4202129060 12/17/20	
MASTER ACCT-5025 11/13-12/16/20	459.31	01670300-53213	STREET LIGHT ELECTRICITY	5853045025 12/21/20	
	<u>590.92</u>				
DELL MARKETING LP					
LAPTOP DOCK	158.49	01652800-54413	COMPUTER EQUIPMENT	10433747721	
	<u>158.49</u>				
DUPAGE COUNTY ANIMAL CARE & CONTROL					
ANIMAL CONTROL 11/23/20	135.00	01662700-52249	ANIMAL CONTROL	9045	
	<u>135.00</u>				
DUPAGE COUNTY DIVISION OF TRANSPORTATION					
KUHN & LIES MAINTENANCE	3,282.36	01670300-52350	TRAFFIC SIGNAL MAINTENANCE	4607	
	<u>3,282.36</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on JANUARY 04,2021**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
DUPAGE COUNTY RECORDER					
RECORDING-ULTY EASEMENT R2020-156079, R2I	114.00	01520000-52233	RECORDING FEES	40229722	
	<u>114.00</u>				
GIS CONSORTIUM					
MGP GIS-MEMBERSHIP FEE	4,441.00	01652800-52257	GIS SYSTEM	608	
	<u>4,441.00</u>				
GOVTEMPSUSA LLC					
ACCOUNTS CLERK-A RETSKE 12/6, 12/13/20	1,176.00	04103100-52253	CONSULTANT	3643580	
ACCOUNTS CLERK-A RETSKE 12/6, 12/13/20	1,176.00	04203100-52253	CONSULTANT	3643580	
OFFICE MANAGER-D KALKE 12/6, 12/13/20	3,170.40	01590000-52253	CONSULTANT	3643578	
PROPERTY INSPECTOR-E HERZOG 09/13/20	735.00	01642100-52253	CONSULTANT	3593289	
	<u>6,257.40</u>				
ILLINOIS SECRETARY OF STATE					
2020 FORD F-150, F19910, TITLE & REGISTRATIOI	301.00	01662700-52244	MAINTENANCE & REPAIR	F19910	
	<u>301.00</u>				
ILLINOIS STATE POLICE/DIRECTOR					
AWARD TO ISP CSPC1924814	4,100.00	01-24238	IL STATE POLICE ASSET FORFEIT	CSPC1924814/19MR1334	
	<u>4,100.00</u>				
JET BRITE CAR WASH INC					
CAR WASH 11/01/20-11/30/20	3.00	01640100-53317	OPERATING SUPPLIES	4104	
CAR WASH 11/1/20-11/30/20	147.00	01662700-52244	MAINTENANCE & REPAIR	4103	
	<u>150.00</u>				
KLEIN, THORPE & JENKINS, LTD					
GENERAL COUNSEL-NOV 2020	21.50	22490000-52238	LEGAL FEES	214402	
GENERAL COUNSEL-NOV 2020	1,835.34	04200100-52238	LEGAL FEES	214402	
GENERAL COUNSEL-NOV 2020	5,117.02	01570000-52238	LEGAL FEES	214402	
	<u>6,973.86</u>				

Village of Carol Stream
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 For Village Board Approval on JANUARY 04, 2021

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
LANDSCAPE MATERIAL & FIREWOOD SALES INC					
TOP SOIL-260412 12/08/20	240.00	01670400-53317	OPERATING SUPPLIES	43372	
TOP SOIL-285084 11/18/20	200.00	01670400-53317	OPERATING SUPPLIES	43338	
	<u>440.00</u>				
LAW OFFICE OF MICHELLE L MOORE LTD					
PROSECTON-DEC 2020	3,000.00	01570000-52235	LEGAL FEES-PROSECUTION	2020-12	
PROSECTON-DEC 2020	6,200.00	01570000-52312	PROSECUTION DUI	2020-12	
	<u>9,200.00</u>				
LEONARD M BULAT					
SPRIPE PKG #601, #602, #628	765.00	01662700-52244	MAINTENANCE & REPAIR	20-242	
SPRIPE PKG #601, #602, #628	1,530.00	01662700-53350	SMALL EQUIPMENT EXPENSE	20-242	
	<u>2,295.00</u>				
MARK E RADABAUGH					
TAPING, EDITING 12/21/20	125.00	01590000-52253	CONSULTANT	20-0167	
	<u>125.00</u>				
MUNICIPAL GIS PARTNERS INC					
MGP GIS-NOV 2020	9,756.80	01652800-52257	GIS SYSTEM	4976.	
	<u>9,756.80</u>				
NICOR					
124 GERZEVSKE-WELL#4 11/18/20-12/18/20	90.51	04201600-53230	NATURAL GAS	13811210007 12/18/20	
200 TUBEWAY DR 11/17/20-12/17/20	39.95	04101500-53230	NATURAL GAS	14309470202 12/17/20	
	<u>130.46</u>				
NOTARY PUBLIC ASSOCIATION OF IL					
	34.00	01660100-52234	DUES & SUBSCRIPTIONS	NOTARY 2021-SMITH	
	<u>34.00</u>				

**Village of Carol Stream
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
REFUNDS MISC					
ID 778-EXEMPT BUS REGISTRATION, CK 4532	25.00	01000000-42301	BUSINESS/MISC LICENSES	ID 778	
SMA BOND-290 S MAIN PL. #2018101, REFUND	4,300.00	01-24321	STORMWATER REVIEW FEE SECUR	290 MAIN PL-2020.1	
	<u>4,325.00</u>				
REFUNDS PRESERVATION BONDS					
20-1161-PKGL, #2344521, 450 TOWER BLVD-REF	1,000.00	01-24302	ESCROW - GRADING	450 TOWER BLVD-2020	
20-1402-DRVW, #2370448, 1271 ROSE AVE-REFL	300.00	01-24302	ESCROW - GRADING	1271 ROSE AVE-2020	
20-1431-DRVW, #2373321, 121 HORIZON CIR-RE	300.00	01-24302	ESCROW - GRADING	121 HORIZON CIR-2020	
BOND-290 S MAIN PL-#2314069, REFUND	5,000.00	01-24302	ESCROW - GRADING	290 MAIN PL-2020.2	
	<u>6,600.00</u>				
RUSH TRUCK CENTERS					
DE LIGHT	1.57	01696200-53354	PARTS PURCHASED	3021787969	
	<u>1.57</u>				
STEVEN CADLE					
CJUS 700-THEORIES OF CRIME 10/26-12/18/20	1,661.50	01660100-52223	TRAINING	CJUS700-CADLE	
	<u>1,661.50</u>				
TIC TANK INDUSTRY CONSULTANTS					
T-MOBILE ANTENNA MODIFICATION	5,400.00	04200100-52253	CONSULTANT	39020 PO-4601815	
	<u>5,400.00</u>				
TRANSYSTEMS CORPORATION					
LIES RD BIKE PATH PHASE II	1,079.97	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	09-3655678 PO-462609	20210007
PHASE II ENGINEERING DESIGN	3,042.32	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	01-3655679 PO-462639	20210082
	<u>4,122.29</u>				
TYCO FIRE & SECURITY (US)MGMT INC					
FIRE SPRINKLER TEST	804.76	01670400-52244	MAINTENANCE & REPAIR	22022509	
	<u>804.76</u>				

**Village of Carol Stream
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
WESTMORE SUPPLY CO					
CONCRETE-COACHLITE TR 11/02/20	346.50	01670500-53317	OPERATING SUPPLIES	R104000	
CONCRETE-LIES, GARY 11/05/20	567.13	04201600-52286	PAVEMENT RESTORATION	R104929	
	913.63				
WEX BANK					
FUEL 10/31/20	-172.62	01000000-47407	MISCELLANEOUS REVENUE	68369311 10/31/20	
FUEL 10/31/20	36.35	04101100-53313	AUTO GAS & OIL	68369311 10/31/20	
FUEL 10/31/20	36.69	01652800-53313	AUTO GAS & OIL	68369311 10/31/20	
FUEL 10/31/20	51.53	01680000-53313	AUTO GAS & OIL	68369311 10/31/20	
FUEL 10/31/20	95.69	04200100-53313	AUTO GAS & OIL	68369311 10/31/20	
FUEL 10/31/20	109.98	01640100-53313	AUTO GAS & OIL	68369311 10/31/20	
FUEL 10/31/20	124.14	01620100-53313	AUTO GAS & OIL	68369311 10/31/20	
FUEL 10/31/20	138.23	01670100-53313	AUTO GAS & OIL	68369311 10/31/20	
FUEL 10/31/20	138.23	01670300-53313	AUTO GAS & OIL	68369311 10/31/20	
FUEL 10/31/20	172.79	01670600-53313	AUTO GAS & OIL	68369311 10/31/20	
FUEL 10/31/20	172.79	01670700-53313	AUTO GAS & OIL	68369311 10/31/20	
FUEL 10/31/20	207.35	01670500-53313	AUTO GAS & OIL	68369311 10/31/20	
FUEL 10/31/20	293.74	01670400-53313	AUTO GAS & OIL	68369311 10/31/20	
FUEL 10/31/20	570.48	04101500-53313	AUTO GAS & OIL	68369311 10/31/20	
FUEL 10/31/20	604.78	01670200-53313	AUTO GAS & OIL	68369311 10/31/20	
FUEL 10/31/20	669.85	04201400-53313	AUTO GAS & OIL	68369311 10/31/20	
FUEL 10/31/20	1,148.33	04201600-53313	AUTO GAS & OIL	68369311 10/31/20	
FUEL 10/31/20	8,492.28	01662700-53313	AUTO GAS & OIL	68369311 10/31/20	
	12,890.61				
WINKLER'S TREE SERVICE					
ANNUAL TREE TRIMMING	27,484.58	01670700-52268	TREE MAINTENANCE	123641 PO-3849	20210081
	27,484.58				
GRAND TOTAL	\$125,971.88				

The preceding list of bills payable totaling \$125,971.88 was reviewed and approved for payment.

Approved by:



Bob Mellor –Village Manager

Date: 12/30/20

Authorized by:

Matt McCarthy-Mayor Pro-Tem

Julia Schwarze- Village Clerk

ADDENDUM WARRANTS
December 22, 2020 Thru JANUARY 04, 2021

Fund	Check #	Vendor	Description	Amount
General	A C H	Wheaton Bank & Trust	Payroll December 14, 2020 thru December 27, 2020	609,115.80
Water & Sewer	A C H	Wheaton Bank & Trust	Payroll December 14, 2020 thru December 27, 2020	62,180.26
				<u>671,296.06</u>

Approved this _____ day of _____, 2021

By: _____
Matt McCarthy-Mayor Pro-Tem

Julia Schwarze - Village Clerk

**Village of Carol Stream
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AGENDA ITEM
L-3 1/18/21

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
ABBOTT TREE CARE					
SNOW REMOVAL-124 GERZEVSKE 01/01/21-01/01/21	2,470.54	01670200-52266	SNOW REMOVAL	22253 PO-3842	
SNOW REMOVAL-124 GERZEVSKE 12/29/20-12/29/20	2,763.91	01670200-52266	SNOW REMOVAL	22251 PO-3842	
	5,234.45				
ACCURATE OFFICE SUPPLY CO					
COPY PAPER	298.90	01590000-53317	OPERATING SUPPLIES	531203	
OFFICE SUPPLIES	14.07	01620100-53317	OPERATING SUPPLIES	521096	
OFFICE SUPPLIES	19.49	01620100-53317	OPERATING SUPPLIES	501311	
OFFICE SUPPLIES	19.79	01620100-53317	OPERATING SUPPLIES	504846	
OFFICE SUPPLIES	24.49	01620100-53317	OPERATING SUPPLIES	504709	
OFFICE SUPPLIES	32.28	01620100-53317	OPERATING SUPPLIES	514086	
OFFICE SUPPLIES	40.85	01620100-53317	OPERATING SUPPLIES	523433	
OFFICE SUPPLIES	46.05	01620100-53317	OPERATING SUPPLIES	521482	
OFFICE SUPPLIES	66.21	01620100-53317	OPERATING SUPPLIES	513505	
OFFICE SUPPLIES	90.20	01620100-53317	OPERATING SUPPLIES	521000	
OFFICE SUPPLIES	102.47	01640100-53317	OPERATING SUPPLIES	529629	
	754.80				
ACTION LOCK & KEY					
EXTRA CAGE KEYS	17.50	01660100-53317	OPERATING SUPPLIES	057445	
	17.50				

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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
AEP ENERGY					
1025 LIES RD-CONTROLLER 11/13/20-12/16/20	44.85	01670300-53213	STREET LIGHT ELECTRICITY	3013130446	12/18/20
1345 GEORGETOWN-CONTROLLER 11/17/20-12/	25.00	01670300-53213	STREET LIGHT ELECTRICITY	3013130390	12/22/20
192 YUMA LN 11/16/20-12/17/20	30.08	01670300-53213	STREET LIGHT ELECTRICITY	3013130479	12/18/20
300 BENNETT DR-LIGHTS 11/18-12/21/20	1,773.25	01670300-53213	STREET LIGHT ELECTRICITY	3013130367	12/22/20
401 TOMAHAWK 11/16/20-12/17/20	51.56	01670300-53213	STREET LIGHT ELECTRICITY	3013130468	12/18/20
403 SIOUX-1353117013 11/16/20-12/17/20	26.14	01670300-53213	STREET LIGHT ELECTRICITY	3013130389	12/18/20
491 CHEYENNE-6597112015 11/16/20-12/17/20	25.71	01670300-53213	STREET LIGHT ELECTRICITY	3013130413	12/18/20
512 CANYON TRL 11/16/20-12/17/20	22.72	01670300-53213	STREET LIGHT ELECTRICITY	3013130402	12/18/20
594 NEZ PERCE CT 11/16/20-12/17/20	20.88	01670300-53213	STREET LIGHT ELECTRICITY	3013130424	12/18/20
633 THUNDERBIRD-0455095075 11/16/20-12/17/	86.81	01670300-53213	STREET LIGHT ELECTRICITY	3013130457	12/18/20
796 PAWNEE-2264121040 11/16/20-12/17/20	65.35	01670300-53213	STREET LIGHT ELECTRICITY	3013130435	12/18/20
	2,172.35				
AIRGAS USA LLC					
GAS	138.71	01696200-53317	OPERATING SUPPLIES	9108114521	
	138.71				
AJD CONCRETE CONSTRUCTION CORP					
SNOW REMOVAL 01/01/21-01/02/21	11,318.17	01670200-52266	SNOW REMOVAL	2021-004	PO-3841
SNOW REMOVAL 12/29/20-12/30/20	13,097.39	01670200-52266	SNOW REMOVAL	2021-003	PO-3841
SNOW REMOVAL-GLENBARD NORTH 01/02/21	1,385.00	01670200-52266	SNOW REMOVAL	2021-009	PO-3841
SNOW REMOVAL-PW SIDEWALK 01/02/21	110.00	01670200-52266	SNOW REMOVAL	2021-008	PO-3841
SNOW REMOVAL-PW SIDEWALK 12/30/20	165.00	01670200-52266	SNOW REMOVAL	2021-007	PO-3841
SNOW REMOVAL-SILVER LEAF 01/02/21	120.00	01670200-52266	SNOW REMOVAL	2021-006	PO-3841
SNOW REMOVAL-SILVER LEAF 12/30/20	120.00	01670200-52266	SNOW REMOVAL	2021-005	PO-3841
	26,315.56				
ALEXIAN BROTHERS AMBULATORY GROUP					
MRO FEE FOR RANDOM DOT TESTING	65.00	01600000-52225	EMPLOYMENT PHYSICALS	715935	
	65.00				

**Village of Carol Stream
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
ALLIED 100 LLC					
REFUND	-16.08	01680000-53319	MAINTENANCE SUPPLIES	1798246-REF	
	<u>-16.08</u>				

**Village of Carol Stream
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
AMAZON.COM					
5 MONITORS AND MOUNTS	624.95	01652800-54413	COMPUTER EQUIPMENT	7133824	
CHAINSAW FILES	42.88	01670700-53316	TOOLS	4278654	
COOPER CALENDAR	15.99	01660100-53317	OPERATING SUPPLIES	0211430	
CORDLESS & SMALL TOOLS	850.92	04201600-53316	TOOLS	8168256	
DE VAN SEAT	264.00	01696200-53354	PARTS PURCHASED	1569000	
DISHWASHING SOAP	11.20	01660100-53317	OPERATING SUPPLIES	9287457	
DRILLS	430.76	01696200-53316	TOOLS	6813023	
FUEL SAWZALL KIT	349.00	04201600-53316	TOOLS	9161868	
GLOVES	82.44	01670500-53317	OPERATING SUPPLIES	1267407	
GLOVES	240.00	01560000-53390	COVID - 19 RESPONSE	3598627	
HARNES	301.58	01696200-53324	UNIFORMS	4104256-3	
IMPACT DRIVER BIT SET	39.95	04201600-53316	TOOLS	7745824	
MONITOR MOUNT	49.59	01652800-53314	OFFICE SUPPLIES	9719462	
PAPER TOWELS	74.76	01662700-53317	OPERATING SUPPLIES	4429035	
POWER ADAPTOR W/S DIV.	27.78	04200100-53314	OFFICE SUPPLIES	3109049	
PWC LIGHTING	485.98	01670400-52244	MAINTENANCE & REPAIR	9633809	
REFUND-ERROR PURCHASE	-119.00	01662700-53317	OPERATING SUPPLIES	3638647-REF	
REPLACEMENT PHONE CHARGERS	60.55	04201600-53316	TOOLS	7140246	
SGTS TEST-REF. MATERIALS	35.00	01662700-53318	REFERENCE MATERIALS	3018611	
SGTS TEST-REF. MATERIALS	73.00	01662700-53318	REFERENCE MATERIALS	6295446	
SGTS TEST-REF. MATERIALS	130.47	01662700-53318	REFERENCE MATERIALS	3521814	
SGTS TEST-REF. MATERIALS	555.25	01662700-53318	REFERENCE MATERIALS	1427458	
SGTS TEST-REF. MATERIALS	826.68	01662700-53318	REFERENCE MATERIALS	1427458	
SGTS TEST-REF.MATERIALS	111.03	01662700-53318	REFERENCE MATERIALS	5815444	
SIMPLE GREEN	456.94	01696200-53317	OPERATING SUPPLIES	8349015	
SMALL TOOLS-TRUCK LEAK	89.00	04201600-53316	TOOLS	2028214	
SPLIT - DISHWAND REFILLS	20.07	01660100-53317	OPERATING SUPPLIES	9287457	
SPLIT - HOLMER CALENDAR	11.56	01660100-53317	OPERATING SUPPLIES	0211430	
SUPPLIES	59.90	01662700-53317	OPERATING SUPPLIES	1785026	
SUPPLIES	69.95	01660100-53317	OPERATING SUPPLIES	3365826	

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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
SWEATSHIRTS-CODY WEIGAND	109.98	04200100-53324	UNIFORMS	4945849	
UNIFORM SUPPLIES-ALL	49.99	01662700-53324	UNIFORMS	8124210	
UNIFORM SUPPLIES-ALL	66.02	01662700-53324	UNIFORMS	8124210	
UNIFORM SUPPLIES-ALL	95.68	01662700-53324	UNIFORMS	1285866	
UNIFORM SUPPLIES-ALL	129.21	01662700-53324	UNIFORMS	9309838	
UNIFORM SUPPLIES-ALL	134.87	01662700-53324	UNIFORMS	1285866	
UNIFORM SUPPLIES-ALL	247.80	01662700-53324	UNIFORMS	1285866	
UNIFORMS-ALL	49.92	01662700-53324	UNIFORMS	4437068	
WISE GRIPS	79.97	01696200-53316	TOOLS	6628223	
WCR-TONER FOR PRINTER	54.89	04200100-53314	OFFICE SUPPLIES	4237853	
WEB CAMERAS FOR STAFF	557.80	01652800-53317	OPERATING SUPPLIES	9809044	
XMAS CARDS	109.42	01660100-53317	OPERATING SUPPLIES	7721812	
ZIPTIES	39.34	01696200-53317	OPERATING SUPPLIES	1903431	
	<u>7,997.07</u>				
AMERICAN LEGAL PUBLISHING CORP					
CODIFICATION 01/07/21-01/07/22	375.00	01520000-52253	CONSULTANT	5586	
	<u>375.00</u>				
ARAMARK UNIFORM & CAREER APPAREL GROUP INC					
FIRST AID SUPPLIES	90.59	01670100-53317	OPERATING SUPPLIES	ORD4-005878	
	<u>90.59</u>				
ARROWHEAD SCIENTIFIC INC					
EVIDENCE SUPPLIES	319.20	01662700-53317	OPERATING SUPPLIES	132983	
	<u>319.20</u>				
B & F CONSTRUCTION CODE SERVICES, INC					
CODE STUDY-730 E NORTH AVE, 20-151-MNSC	300.00	01643700-52253	CONSULTANT	55365	
PLUMBING INSP-DEC 2020	376.80	01643700-52253	CONSULTANT	13878	
	<u>676.80</u>				

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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
BATTERYJUNCTION.COM					
BATTERIES	60.92	01662700-53317	OPERATING SUPPLIES	1488106	
	<u>60.92</u>				
BAXTER & WOODMAN INC					
WRC DE-WATERING SYSTEM PROJECT	260.00	04101500-54480	CONSTRUCTION	0218896 PO-3852	20210084
	<u>260.00</u>				
BOSS INDUSTRIES INC					
DE PM KIT	424.35	01696200-53354	PARTS PURCHASED	0353715-IN	
	<u>424.35</u>				
BROWNELLS INC					
RIFLE PARTS	59.31	01662700-53323	WEAPONS	20244230	
	<u>59.31</u>				
C S PUBLIC LIBRARY					
REFUND-LIBRARY FLEX PAYMENT 12/31/20	368.52	01-22125	DUE TO EMPLOYEE-125 PLAN	FLEX 12/31/20	
	<u>368.52</u>				
CANON FINANCIAL SERVICES INC					
ADMIN LEASE-NOV 2020	968.65	01652800-52226	OFFICE EQUIPMENT MAINTENAN	22174426	
	<u>968.65</u>				
CARHARTT INC					
SWEATSHIRTS-CODY WEIGAND	185.90	04200100-53324	UNIFORMS	160453338490	
	<u>185.90</u>				

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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
CAROL STREAM LAWN & POWER					
CHAINSAW CHAIN	17.96	01670700-53317	OPERATING SUPPLIES	458995	
EDGER BLADES	27.68	01670400-53317	OPERATING SUPPLIES	458693	
HAND SHEARS	27.95	01670700-53316	TOOLS	458862	
NV LEVER	8.21	01696200-53354	PARTS PURCHASED	458749	
OUTSOURCING SERVICE-TRIMMER	73.50	01696200-53353	OUTSOURCING SERVICES	458994	
SPARK PLUG	3.99	01670400-53317	OPERATING SUPPLIES	458515	
TREE SUPPLIES	104.86	01670700-53317	OPERATING SUPPLIES	458749	
	<u>264.15</u>				
CARQUEST AUTO PARTS					
CORE RETURNS	-66.00	01696200-53354	PARTS PURCHASED	2420-483320	
DE BATTERY	115.79	01696200-53354	PARTS PURCHASED	2420-482782	
DE BATTERY	155.99	01696200-53354	PARTS PURCHASED	2420-483034	
DE BATTERY	155.99	01696200-53354	PARTS PURCHASED	2420-483189	
DE FITTING	13.85	01696200-53354	PARTS PURCHASED	2420-481607	
NV VALVE STEM	2.33	01696200-53354	PARTS PURCHASED	2420-481510	
RETURN/CORE RETURN	-50.80	01696200-53354	PARTS PURCHASED	2420-482252	
RETURN0-INVOICE 467625	-8.09	01696200-53317	OPERATING SUPPLIES	2420-481492	
	<u>319.06</u>				
CH2MHILL OMI					
WRC OPERATING & MGMT-FEB 2021	150,063.17	04101100-52262	WRC CONTRACT	351199-24-10 PO-3794	20210001
	<u>150,063.17</u>				
CHICAGO TRIBUNE-REDEYE					
DIGITAL SUBSCRIPTION 12/04-12/31/20	7.96	01590000-52234	DUES & SUBSCRIPTIONS	204437289 DEC-20	
	<u>7.96</u>				
CHOICE OFFICE EQUIPMENT AND SUPPLIES INC					
COPIER @WRC	4.89	04101100-52231	COPY EXPENSE	32655	
	<u>4.89</u>				

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CHRISTOPHER B BURKE ENGR LTD					
DESIGN,BID SVC-TOWER PAINTING 11/29/20-12/	4,592.76	04201600-52253	CONSULTANT	163472 PO-3791	
	<u>4,592.76</u>				
CLARK BAIRD SMITH LLP					
LABOR COUNSEL-DEC 2020	595.00	01570000-52238	LEGAL FEES	13536	
	<u>595.00</u>				
COMCAST CABLE					
MONTHLY FEE 11/20/20-12/19/20	86.95	01664700-53330	INVESTIGATION FUND	0483228 11/16/20	
PHONE ELEVATOR SVC 11/20-12/19/20	87.30	01652800-52230	TELEPHONE	0010112 11/16/20	
	<u>174.25</u>				
COMED					
SW-MORTON, LIES 11/19-12/22/20	227.41	01670300-53213	STREET LIGHT ELECTRICITY	0815164035 12/29/20	
	<u>227.41</u>				
CONRAD POLYGRAPH, INC					
POLYGRAPH-DEC 2020	480.00	01510000-52228	PERSONNEL HIRING	4188	
	<u>480.00</u>				

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CONSTELLATION NEW ENERGY					
1015 LIES RD-TOWER #4 19014091401 11/13-12,	61.09	04201600-53210	ELECTRICITY	7280332-21 12/17/20	
1128 EVERGREEN TRL-19035361401 11/17-12/1:	58.60	04101500-53210	ELECTRICITY	7280332-25 12/21/20	
1348 CHARGER CT-19014090901 11/13-12/16/2:	385.48	04101500-53210	ELECTRICITY	7280332-20 12/17/20	
1350 TALL OAKS-19024803501 11/16-12/17/20	43.37	04101500-53210	ELECTRICITY	7280332-29 12/18/20	
1415 MAPLE RIDGE-19035351801 11/17-12/18/:	24.59	01670600-53210	ELECTRICITY	7280332-28 12/21/20	
1N END THORNHILL-19014016801 11/13-12/16/	100.69	01670300-53213	STREET LIGHT ELECTRICITY	7280332-6 12/17/20	
300 KUHN RD-19024856401 11/16-12/17/20	1,845.75	04201600-53210	ELECTRICITY	7280332-19 12/18/20	
301 ANTELOPE-19024741501 11/16-12/17/20	57.99	01670300-53213	STREET LIGHT ELECTRICITY	7280332-11 12/18/20	
333 FULLERTON-WELL #3 19014039501 11/13-1:	627.31	04201600-53210	ELECTRICITY	7280332-27 12/17/20	
391 FLINT-19024807001 11/16-12/17/20	48.18	01670300-53213	STREET LIGHT ELECTRICITY	7280332-12 12/18/20	
391 ILLINI DR-19024865901 11/16-12/17/20	120.98	01670600-53210	ELECTRICITY	7280332-26 12/18/20	
451 SILVERLEAF-LIGHTS 19024632301 11/16-12/	39.97	01670300-53213	STREET LIGHT ELECTRICITY	7280332-1 12/18/20	
500 GARY-CONTROLLER 19024684801 11/16-12/	88.98	01670300-53213	STREET LIGHT ELECTRICITY	7280332-5 12/18/20	
506 CHEROKEE-19024837501 11/16-12/17/20	44.87	01670300-53213	STREET LIGHT ELECTRICITY	7280332-4 12/18/20	
850 LONGMEADOW-19024799201 11/16-12/17/	18.80	01670600-53210	ELECTRICITY	7280332-23 12/18/20	
879 DORCHESTER-19024743801 11/16-12/17/2:	18.80	01670600-53210	ELECTRICITY	7280332-22 12/18/20	
880 PAPOOSE CT-19024749701 11/16-12/17/20	101.47	01670300-53213	STREET LIGHT ELECTRICITY	7280332-13 12/18/20	
990 DEARBORN-19024845101 11/16-12/17/20	54.75	01670300-53213	STREET LIGHT ELECTRICITY	7280332-10 12/18/20	
	3,741.67				
COPENHAVER CONSTRUCTION INC					
2020 ROADWAY DRAINAGE-CLEARWATER CT	223,637.70	11740000-55488	STORMWATER UTILITIES	1 PO-462623	20210089
	223,637.70				

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CORE & MAIN LP					
B-BOX PARTS	1,141.22	04201600-53317	OPERATING SUPPLIES	N287712	
HYDRANT PARTS	680.00	04201600-53317	OPERATING SUPPLIES	N383044	
REPAIR SLEEVES	532.94	04201600-53317	OPERATING SUPPLIES	N358930	
REPAIR SLEEVES	686.84	04201600-53317	OPERATING SUPPLIES	N353489	
REPAIR SLEEVES	1,378.16	04201600-53317	OPERATING SUPPLIES	N395326	
SMALL TOOLS	110.99	04201600-53316	TOOLS	N395326	
B-BOX REPAIR PARTS	972.00	04201600-53317	OPERATING SUPPLIES	N497766	
CREDIT-MISC OPS SUPPLIES	-564.04	04201600-53317	OPERATING SUPPLIES	N525063	
CREDIT-REPAIR SUPPLIES	-303.00	04201600-53317	OPERATING SUPPLIES	N525063 PO-3851	
WATER MAIN SLEEVE SUPPLY	73.47	04201600-53317	OPERATING SUPPLIES	N514322	
WATERMAIN REPAIR PARTS	645.64	04201600-53317	OPERATING SUPPLIES	N523734	
WATERMAIN REPAIR SLEEVES	5,435.04	04201600-53317	OPERATING SUPPLIES	N481221 PO-3851	
	10,789.26				
COVERALL NORTH AMERICA INC					
JANITORIAL CONTRACT FY21 01/01/21-01/31/21	1,422.00	01670100-52276	JANITORIAL SERVICES	1010671206 PO-3807	20210008
	1,422.00				
CRITICAL REACH					
CRITICAL REACH SUBSCRIPTION	750.00	01660100-52234	DUES & SUBSCRIPTIONS	1140	
	750.00				
CYBERSOURCE CORP					
AUTHNET-JAN 2021	30.00	01610100-52256	BANKING SERVICES	AUTHNET 01/31/21	
	30.00				
DELUXE TOWING					
TOWING 12/21/20	20.00	01696200-53353	OUTSOURCING SERVICES	91685	
	20.00				

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DISCOVERY BENEFITS					
FLEX ADMIN-DEC 2020	210.00	01600000-52273	EMPLOYEE SERVICES	0001274633-IN	
	<u>210.00</u>				
DOCUMENT IMAGING DIMENSIONS, INC					
TONER FOR PD	89.00	01652800-52226	OFFICE EQUIPMENT MAINTENANCE	1936	
TONER FOR PD	218.00	01652800-52226	OFFICE EQUIPMENT MAINTENANCE	1929	
	<u>307.00</u>				
DU COMM					
DISPATCH SERVICES 02/01/21-04/30/21	198,289.50	01662700-52245	GENERAL COMMUNICATIONS	17455	
FACILITY COST 02/01/21-04/30/21	9,849.43	01662700-52245	GENERAL COMMUNICATIONS	17412	
	<u>208,138.93</u>				
DUPAGE CHRYSLER DODGE JEEP					
DE COVER	286.44	01696200-53354	PARTS PURCHASED	82958	
DE LIGHT	770.00	01696200-53354	PARTS PURCHASED	82770	
DE RADIATOR	601.37	01696200-53354	PARTS PURCHASED	82959	
DE RIVETS	61.20	01696200-53354	PARTS PURCHASED	82993	
DE TRIM	184.80	01696200-53354	PARTS PURCHASED	82957	
OUTSOURCING SERV-17' DURANGO	442.83	01696200-53353	OUTSOURCING SERVICES	213396	
	<u>2,346.64</u>				
DUPAGE COUNTY					
DUJIS OPERATING EXPENSES	70,590.69	01660100-52255	SOFTWARE MAINTENANCE	20-PRMS106	
	<u>70,590.69</u>				
DUPAGE COUNTY RECORDER					
RECORDING R2020-160498, R2020-160499	141.00	01520000-52233	RECORDING FEES	40233748	
	<u>141.00</u>				

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DUPAGE WATER COMMISSION					
WATER PURCHASE-NOV 20	412,276.41	04201600-52283	DUPAGE CTY WATER COMMISSION	10/31/20-11/30/20	
	<u>412,276.41</u>				
EDUCATION TO GO					
TRAINING-PATTY 01/13/21	199.00	01640100-52223	TRAINING	5534342	
	<u>199.00</u>				
ELINEUP LLC					
E-LINEUP SUBSCRIPTION	600.00	01660100-52255	SOFTWARE MAINTENANCE	875	
	<u>600.00</u>				
ENFORCEMENT VIDEO, LLC					
MICROPHONES	1,392.00	01662700-52244	MAINTENANCE & REPAIR	0028064	
	<u>1,392.00</u>				
ENGINEERING RESOURCE ASSOCIATES INC					
KLEIN CREEK STABILIZATION-NOV 2020	1,341.20	11740000-55488	STORMWATER UTILITIES	16091400.15 PO-526	20210042
PHASE III-CLEARWATER CT-NOV 2020	1,703.10	01620100-52355	BRIDGE INSPECTION	191026CE.01 PO-632	20210092
	<u>3,044.30</u>				
EQUIPMENT BLADES INC					
JA-PLOW BLADES	765.73	01696200-53354	PARTS PURCHASED	022203	
	<u>765.73</u>				
ESRI					
ESRI DESKTOP, CLOUD SOFTWARE	15,458.90	01652800-52257	GIS SYSTEM	93934597 PO-1905	20210086
	<u>15,458.90</u>				
EXAMINER PUBLICATIONS INC					
EXAMINER PUBLIC NOTICE	202.50	01530000-52240	PUBLIC NOTICES/INFORMATION	55106	
EXAMINER PUBLIC NOTICE 11/18/20, 11/23/20	72.00	01530000-52240	PUBLIC NOTICES/INFORMATION	55084	
LEGAL NOTICE-ANNEXATION	301.50	01520000-52240	PUBLIC NOTICES/INFORMATION	55178	
	<u>576.00</u>				

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FIRESTONE COMPLETE AUTO CARE					
ALIGNMENT SERVICE	66.49	01696200-53353	OUTSOURCING SERVICES	078122	
	<u>66.49</u>				
FULL LIFE SAFETY CENTER					
CALIBRATE GAS MONITORS	385.62	04101500-52244	MAINTENANCE & REPAIR	54348	
	<u>385.62</u>				
GALLS LLC					
UNIFORM-CASTRO	281.69	01660100-53324	UNIFORMS	017004898	
UNIFORM-J LOPEZ	112.60	01660100-53324	UNIFORMS	016999295	
UNIFORM-KOTNAUR	51.72	01660100-53324	UNIFORMS	017005228	
	<u>446.01</u>				
GARVEY'S OFFICE SUPPLIES					
OFFICE SUPPLIES	7.04	01662600-53314	OFFICE SUPPLIES	PINV2015677	
OFFICE SUPPLIES	99.90	01662600-53314	OFFICE SUPPLIES	PINV2015449	
OFFICE SUPPLIES	139.52	01662600-53314	OFFICE SUPPLIES	PINV2013983	
OFFICE SUPPLIES	300.41	01662600-53314	OFFICE SUPPLIES	PINV2008997	
	<u>546.87</u>				
GOVTEMPSUSA LLC					
ACCOUNTS CLERK-A RETSKE 12/20, 12/27/20	1,176.00	04103100-52253	CONSULTANT	3651899	
ACCOUNTS CLERK-A RETSKE 12/20, 12/27/20	1,176.00	04203100-52253	CONSULTANT	3651899	
LIBRARY TECH-N BOYD 11/22, 11/29/20	3,529.60	01652800-52253	CONSULTANT	3634639 PO-1907	20210087
OFFICE MANAGER-D KALKE 12/20, 12/27/20	3,170.40	01590000-52253	CONSULTANT	3651897	
PT SECRETARY-J COX 12/06/20	378.00	01670100-52253	CONSULTANT	3643577 PO-3848	20210077
PT SECRETARY-J COX 12/06/20	378.00	04201600-52253	CONSULTANT	3643577 PO-3848	20210077
PT SECRETARY-J COX 12/20/21	378.00	01670100-52253	CONSULTANT	3651896 PO-3848	20210077
PT SECRETARY-J COX 12/20/21	378.00	04201600-52253	CONSULTANT	3651896 PO-3848	20210077
	<u>10,564.00</u>				

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GRAINGER					
BATTERIES FOR FARMHOUSE	96.25	01680000-53319	MAINTENANCE SUPPLIES	9708478822	
INSULATION FOR PIPE REPAIR VH	201.98	01680000-53319	MAINTENANCE SUPPLIES	9732849360	
SHOP SUPPLIES	44.56	01680000-53319	MAINTENANCE SUPPLIES	9713843242	
SMALL TOOL FOR SHOP	200.00	01680000-53350	SMALL EQUIPMENT EXPENSE	9708341186	
	<u>542.79</u>				
GRANITE TELECOMMUNICATIONS					
TELCO 01/01-01/31/21	876.94	01652800-52230	TELEPHONE	506938844	
	<u>876.94</u>				
HAYES MECHANICAL					
REPLACE, INSTALL THERMOSTAT	701.00	04201600-52244	MAINTENANCE & REPAIR	468670	
	<u>701.00</u>				
HBK WATER METER SERVICE INC					
WATER METER TESTING	331.00	04201400-52282	METER MAINTENANCE	200559 PO-3829	20210035
	<u>331.00</u>				
HENDERSON PRODUCTS INC					
1 TON UP-LIFTING	51,518.00	04201600-54415	VEHICLES	327163 PO-3824	20210083
	<u>51,518.00</u>				
HOBBY LOBBY					
RETIREMENT SHADOW BOX	253.85	01660100-53317	OPERATING SUPPLIES	033320	
	<u>253.85</u>				

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HOME DEPOT					
AUTO ENAMEL	20.50	01696200-53317	OPERATING SUPPLIES	6612899	
BATTERIES	65.82	01670300-53317	OPERATING SUPPLIES	5028005	
BRINE TANK	10.32	01670200-53317	OPERATING SUPPLIES	0010554	
DE HOSE ADAPTOR	4.95	01696200-53354	PARTS PURCHASED	2520862	
FARMHOUSE ANCHORS	20.98	01680000-53319	MAINTENANCE SUPPLIES	020918	
FLOOD LIGHT BOLTS	14.88	01670300-53317	OPERATING SUPPLIES	6513297	
HARDWARE FARMHOUSE	41.66	01680000-53319	MAINTENANCE SUPPLIES	006843	
PAINTING SUPPLIES & TOOL BAG	95.52	01680000-53319	MAINTENANCE SUPPLIES	082031	
RODENT BAIT	10.47	04101500-53317	OPERATING SUPPLIES	4012691	
TOOL BOX	285.86	01680000-53350	SMALL EQUIPMENT EXPENSE	021940	
TOOLS	330.94	01680000-53350	SMALL EQUIPMENT EXPENSE	071292	
WINDEX AND PUMP PROTECTOR	13.24	01680000-53319	MAINTENANCE SUPPLIES	092463	
	915.14				

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IRMA					
2021 ANNUAL CONTRIBUTION	-19,175.00	01-12250	IRMA DIVIDEND RECEIVABLE	IRMA 2021	
2021 ANNUAL CONTRIBUTION	14.67	01520000-51114	WORKERS COMP	IRMA 2021	
2021 ANNUAL CONTRIBUTION	37.00	04103100-51114	WORKERS COMP	IRMA 2021	
2021 ANNUAL CONTRIBUTION	56.33	04203100-51114	WORKERS COMP	IRMA 2021	
2021 ANNUAL CONTRIBUTION	87.33	01643600-51114	WORKERS COMP	IRMA 2021	
2021 ANNUAL CONTRIBUTION	110.67	01600000-51114	WORKERS COMP	IRMA 2021	
2021 ANNUAL CONTRIBUTION	113.00	01652800-51114	WORKERS COMP	IRMA 2021	
2021 ANNUAL CONTRIBUTION	167.00	01640100-51114	WORKERS COMP	IRMA 2021	
2021 ANNUAL CONTRIBUTION	209.00	01662500-51114	WORKERS COMP	IRMA 2021	
2021 ANNUAL CONTRIBUTION	212.00	01642100-51114	WORKERS COMP	IRMA 2021	
2021 ANNUAL CONTRIBUTION	252.33	01662600-51114	WORKERS COMP	IRMA 2021	
2021 ANNUAL CONTRIBUTION	259.00	01590000-51114	WORKERS COMP	IRMA 2021	
2021 ANNUAL CONTRIBUTION	265.33	01641700-51114	WORKERS COMP	IRMA 2021	
2021 ANNUAL CONTRIBUTION	272.67	04100100-52224	VEHICLE INSURANCE	IRMA 2021	
2021 ANNUAL CONTRIBUTION	406.00	01610100-51114	WORKERS COMP	IRMA 2021	
2021 ANNUAL CONTRIBUTION	433.67	04201400-51114	WORKERS COMP	IRMA 2021	
2021 ANNUAL CONTRIBUTION	446.67	04100100-51114	WORKERS COMP	IRMA 2021	
2021 ANNUAL CONTRIBUTION	522.00	01680000-52224	VEHICLE INSURANCE	IRMA 2021	
2021 ANNUAL CONTRIBUTION	522.00	01696200-52224	VEHICLE INSURANCE	IRMA 2021	
2021 ANNUAL CONTRIBUTION	565.67	01670700-51114	WORKERS COMP	IRMA 2021	
2021 ANNUAL CONTRIBUTION	582.00	01690100-51114	WORKERS COMP	IRMA 2021	
2021 ANNUAL CONTRIBUTION	636.67	01643700-51114	WORKERS COMP	IRMA 2021	
2021 ANNUAL CONTRIBUTION	784.00	01640100-52224	VEHICLE INSURANCE	IRMA 2021	
2021 ANNUAL CONTRIBUTION	1,242.67	01696200-51114	WORKERS COMP	IRMA 2021	
2021 ANNUAL CONTRIBUTION	1,270.00	04200100-51114	WORKERS COMP	IRMA 2021	
2021 ANNUAL CONTRIBUTION	1,295.00	04101500-51114	WORKERS COMP	IRMA 2021	
2021 ANNUAL CONTRIBUTION	1,349.33	01620100-52224	VEHICLE INSURANCE	IRMA 2021	
2021 ANNUAL CONTRIBUTION	1,631.33	01670600-51114	WORKERS COMP	IRMA 2021	
2021 ANNUAL CONTRIBUTION	1,832.00	01680000-51114	WORKERS COMP	IRMA 2021	
2021 ANNUAL CONTRIBUTION	1,863.00	01670300-51114	WORKERS COMP	IRMA 2021	

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2021 ANNUAL CONTRIBUTION	1,909.33	01670200-51114	WORKERS COMP	IRMA 2021	
2021 ANNUAL CONTRIBUTION	2,123.00	01670500-51114	WORKERS COMP	IRMA 2021	
2021 ANNUAL CONTRIBUTION	2,295.00	01620100-51114	WORKERS COMP	IRMA 2021	
2021 ANNUAL CONTRIBUTION	2,417.33	04201600-51114	WORKERS COMP	IRMA 2021	
2021 ANNUAL CONTRIBUTION	2,856.18	04200100-52224	VEHICLE INSURANCE	IRMA 2021	
2021 ANNUAL CONTRIBUTION	2,883.33	01670400-51114	WORKERS COMP	IRMA 2021	
2021 ANNUAL CONTRIBUTION	3,830.66	01670100-51114	WORKERS COMP	IRMA 2021	
2021 ANNUAL CONTRIBUTION	4,628.99	01662400-51114	WORKERS COMP	IRMA 2021	
2021 ANNUAL CONTRIBUTION	4,708.33	01662300-51114	WORKERS COMP	IRMA 2021	
2021 ANNUAL CONTRIBUTION	6,875.00	04100100-52263	PROPERTY INSURANCE	IRMA 2021	
2021 ANNUAL CONTRIBUTION	6,875.00	04200100-52263	PROPERTY INSURANCE	IRMA 2021	
2021 ANNUAL CONTRIBUTION	7,448.00	04100100-52261	LIABILITY INSURANCE	IRMA 2021	
2021 ANNUAL CONTRIBUTION	7,448.00	04200100-52261	LIABILITY INSURANCE	IRMA 2021	
2021 ANNUAL CONTRIBUTION	8,020.66	01590000-52261	LIABILITY INSURANCE	IRMA 2021	
2021 ANNUAL CONTRIBUTION	9,145.66	01664700-51114	WORKERS COMP	IRMA 2021	
2021 ANNUAL CONTRIBUTION	9,166.66	01590000-52263	PROPERTY INSURANCE	IRMA 2021	
2021 ANNUAL CONTRIBUTION	9,420.32	01670100-52224	VEHICLE INSURANCE	IRMA 2021	
2021 ANNUAL CONTRIBUTION	10,677.65	01660100-51114	WORKERS COMP	IRMA 2021	
2021 ANNUAL CONTRIBUTION	11,773.32	01660100-52224	VEHICLE INSURANCE	IRMA 2021	
2021 ANNUAL CONTRIBUTION	19,175.00	01-23503	DEFERRED REV - IRMA SURPLUS	IRMA 2021	
2021 ANNUAL CONTRIBUTION	51,392.24	01662700-51114	WORKERS COMP	IRMA 2021	
2021 ANNUAL CONTRIBUTION	75,462.15	04-13010	PRE-PAID ITEMS	IRMA 2021	
2021 ANNUAL CONTRIBUTION	291,204.85	01-13010	PRE-PAID ITEMS	IRMA 2021	
	550,000.00				
ILLINOIS CITY /COUNTY MANANGEMENT ASSN					
ILCMA EVENT COM. CONUNDRUMS	15.00	01590000-52222	MEETINGS	84602	
	15.00				
ILLINOIS PUBLIC WORKS MUTUAL AID NETWORK					
DUES 01/01/21-12/31/20 MODAFF,ROEHN,PAUL	250.00	01670100-52234	DUES & SUBSCRIPTIONS	903	
	250.00				

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ILLINOIS TOLLWAY					
REFUND-TOLLWAY	-30.77	01660100-52223	TRAINING	VS5501205566-REF	
	<u>-30.77</u>				

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INTERGOVERNMENTAL PERSONNEL BENEFIT COOPERATIVE					
JAN 2021 INSURANCE	686.53	01643600-51111	GROUP INSURANCE	01042021	
JAN 2021 INSURANCE	752.04	01670500-51111	GROUP INSURANCE	01042021	
JAN 2021 INSURANCE	784.52	01641700-51111	GROUP INSURANCE	01042021	
JAN 2021 INSURANCE	1,002.73	01670300-51111	GROUP INSURANCE	01042021	
JAN 2021 INSURANCE	1,108.32	01640100-51111	GROUP INSURANCE	01042021	
JAN 2021 INSURANCE	1,169.88	04100100-51111	GROUP INSURANCE	01042021	
JAN 2021 INSURANCE	1,176.47	01662500-51111	GROUP INSURANCE	01042021	
JAN 2021 INSURANCE	1,253.43	01670200-51111	GROUP INSURANCE	01042021	
JAN 2021 INSURANCE	1,253.43	01670700-51111	GROUP INSURANCE	01042021	
JAN 2021 INSURANCE	1,671.22	04101500-51111	GROUP INSURANCE	01042021	
JAN 2021 INSURANCE	1,671.22	04201400-51111	GROUP INSURANCE	01042021	
JAN 2021 INSURANCE	1,726.20	01642100-51111	GROUP INSURANCE	01042021	
JAN 2021 INSURANCE	1,754.82	01670600-51111	GROUP INSURANCE	01042021	
JAN 2021 INSURANCE	2,157.77	01680000-51111	GROUP INSURANCE	01042021	
JAN 2021 INSURANCE	2,506.86	01690100-51111	GROUP INSURANCE	01042021	
JAN 2021 INSURANCE	2,756.04	01643700-51111	GROUP INSURANCE	01042021	
JAN 2021 INSURANCE	2,844.15	04103100-51111	GROUP INSURANCE	01042021	
JAN 2021 INSURANCE	2,844.15	04203100-51111	GROUP INSURANCE	01042021	
JAN 2021 INSURANCE	3,081.92	01652800-51111	GROUP INSURANCE	01042021	
JAN 2021 INSURANCE	3,185.08	01590000-51111	GROUP INSURANCE	01042021	
JAN 2021 INSURANCE	3,760.29	01696200-51111	GROUP INSURANCE	01042021	
JAN 2021 INSURANCE	5,264.42	01670400-51111	GROUP INSURANCE	01042021	
JAN 2021 INSURANCE	5,849.36	04200100-51111	GROUP INSURANCE	01042021	
JAN 2021 INSURANCE	6,350.70	04201600-51111	GROUP INSURANCE	01042021	
JAN 2021 INSURANCE	6,865.27	01610100-51111	GROUP INSURANCE	01042021	
JAN 2021 INSURANCE	7,520.59	01670100-51111	GROUP INSURANCE	01042021	
JAN 2021 INSURANCE	7,603.78	01620100-51111	GROUP INSURANCE	01042021	
JAN 2021 INSURANCE	8,341.18	01662600-51111	GROUP INSURANCE	01042021	
JAN 2021 INSURANCE	10,788.86	01662400-51111	GROUP INSURANCE	01042021	
JAN 2021 INSURANCE	11,377.10	01662300-51111	GROUP INSURANCE	01042021	

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JAN 2021 INSURANCE	16,131.71	01664700-51111	GROUP INSURANCE	01042021	
JAN 2021 INSURANCE	28,356.39	01660100-51111	GROUP INSURANCE	01042021	
JAN 2021 INSURANCE	44,429.41	01600000-51111	GROUP INSURANCE	01042021	
JAN 2021 INSURANCE	55,267.13	01662700-51111	GROUP INSURANCE	01042021	
	<u>253,292.97</u>				
INTERNATIONAL ASSN OF CHIEF OF POLICE					
DUES 2021-INCROCCI 01/01/21-12/31/21	190.00	01660100-52234	DUES & SUBSCRIPTIONS	IACP 2021-INCROCCI	
	<u>190.00</u>				
INTERNATIONAL SOCIETY OF ARBORICULTURE					
DUES-PATRICK TUNNEY	190.00	01670700-52234	DUES & SUBSCRIPTIONS	1027342	
	<u>190.00</u>				
INTERNET PURCHASE MASTERCARD					
AMANDA LARSEN'S FATHER	87.90	01660100-53317	OPERATING SUPPLIES	2330821	
MEMBERSHIP 12/17/20-12/17/21	149.50	01660100-52234	DUES & SUBSCRIPTIONS	140190	
	<u>237.40</u>				
IT GLUE					
IT DOC SERVICE	114.00	01652800-52255	SOFTWARE MAINTENANCE	211517336	
	<u>114.00</u>				
J C SCHULTZ ENTERPRISES INC					
3 US/3 IL FLAGS	174.54	01680000-53319	MAINTENANCE SUPPLIES	0000475079	
	<u>174.54</u>				
J G UNIFORMS INC					
UNIFORM-BUSCH	55.00	01660100-53324	UNIFORMS	79307	
UNIFORM-CLUEVER	37.00	01660100-53324	UNIFORMS	79743	
	<u>92.00</u>				

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JEGS HIGH PERFORMANCE					
DE RADIOS	250.00	01696200-53354	PARTS PURCHASED	702889121120	
	<u>250.00</u>				
JEWEL-OSCO					
HOLIDAY LUNCH	38.97	01600000-52242	EMPLOYEE RECOGNITION	834838446260	
RETIREMENT CARDS-JOHNSON 11/30/20	10.98	01600000-52242	EMPLOYEE RECOGNITION	00006583	
	<u>49.95</u>				
JOE COTTON FORD					
NV BODY MOUNT	102.42	01696200-53354	PARTS PURCHASED	4468	
NV HOSE	84.28	01696200-53354	PARTS PURCHASED	4531	
	<u>186.70</u>				
JOSEPH D FOREMAN & COMPANY INC					
HYDRANT PARTS	771.32	04201600-53317	OPERATING SUPPLIES	328650	
	<u>771.32</u>				
JX ENTERPRISES INC					
DE DEF SENSOR	198.99	01696200-53354	PARTS PURCHASED	25135922P	
	<u>198.99</u>				
KAMMES AUTO & TRUCK REPAIR INC					
STATE INSPECTIONS	379.50	01696200-53353	OUTSOURCING SERVICES	132679	
	<u>379.50</u>				
KEVRON PRINTING					
REGISTER RECEIPTS	252.40	01662600-53315	PRINTED MATERIALS	20-47968	
	<u>252.40</u>				
LANGUAGE LINE SERVICES					
CSPC2002594	135.92	01662700-53317	OPERATING SUPPLIES	10112535	
	<u>135.92</u>				

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LECHNER & SONS					
MATS-11/11/20	55.98	01670100-53317	OPERATING SUPPLIES	2832780	
MATS-11/18/20	55.98	01670100-53317	OPERATING SUPPLIES	2835963	
MATS-12/2/20	55.98	01670100-53317	OPERATING SUPPLIES	2841725	
MATS-12/9/20	55.98	01670100-53317	OPERATING SUPPLIES	2844320	
TOWELS/WIPES-11/11/20	20.64	01696200-53317	OPERATING SUPPLIES	2832780	
TOWELS/WIPES-11/18/20	20.64	01696200-53317	OPERATING SUPPLIES	2835963	
TOWELS/WIPES-12/2/20	20.64	01696200-53317	OPERATING SUPPLIES	2841725	
TOWELS/WIPES-12/9/20	20.64	01696200-53317	OPERATING SUPPLIES	2844320	
	<u>306.48</u>				
LEXISNEXIS					
MONTHLY FEE-NOV 2020	215.38	01662400-53330	INVESTIGATION FUND	20201130	
	<u>215.38</u>				
LIVE VIEW GPS INC					
MONTHLY FEE-DEC 2020	119.85	01664700-53330	INVESTIGATION FUND	405737	
	<u>119.85</u>				
LOUP ELECTRONICS INC					
LOADER SCALE NETWORK	600.00	01670100-52230	TELEPHONE	224200	
	<u>600.00</u>				
LOWE'S HOME CENTERS					
BATTERIES	56.16	01670300-53317	OPERATING SUPPLIES	9836705	
	<u>56.16</u>				
LUND INDUSTRIES					
RIFLE VAULT FOR SQUAD	1,471.79	01662700-52244	MAINTENANCE & REPAIR	98700	
	<u>1,471.79</u>				

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MAILFINANCE					
POSTAGE METER-QTR END 05/04/21	575.22	01610100-52226	OFFICE EQUIPMENT MAINTENAN	08659412	
	<u>575.22</u>				
MENARDS					
XMAS SHARING	40.91	01662700-53317	OPERATING SUPPLIES	069688	
	<u>40.91</u>				
METROPOLITAN INDUSTRIES INC					
LIFT STATION PUMP REPAIR	4,186.00	04101500-52244	MAINTENANCE & REPAIR	INV023502 PO-3853	20210085
	<u>4,186.00</u>				
MNJ TECHNOLOGIES DIRECT					
3 HAVIS DOCKS FOR PD	1,983.07	01652800-54412	OTHER EQUIPMENT	0003757879	
POLICE VEHICLE ANTENNAS	765.26	01652800-54412	OTHER EQUIPMENT	0003758665	
	<u>2,748.33</u>				
N P E L R A					
ANNUAL MEMBERSHIP FEE-MAURER	230.00	01600000-52234	DUES & SUBSCRIPTIONS	CRD2FEAA1A	
	<u>230.00</u>				
NATIONAL ENGRAVERS					
NAME PLATE-CITIZEN OF THE YEAR	108.00	01520000-53315	PRINTED MATERIALS	79938	
	<u>108.00</u>				
NAVIANT INC					
CD FICHE READER MAINT. 03/01/21-02/28/22	715.00	01652800-52226	OFFICE EQUIPMENT MAINTENAN	0142027-IN	
	<u>715.00</u>				
NEW ANNUVIA COMPANYLLC					
AED REPL PADS	131.68	01670100-53317	OPERATING SUPPLIES	184867	
	<u>131.68</u>				

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NICOR					
1348 CHARGER CT 11/19-12/21/20	251.72	04101500-53230	NATURAL GAS	86606011178 12/21/20	
	<u>251.72</u>				
NIU OUTREACH					
FORECASING FORUM-BATEK	79.00	01610100-52223	TRAINING	661599	
	<u>79.00</u>				
NMI					
CC GATEWAY FEES-DEC 2021	10.00	01610100-52256	BANKING SERVICES	275668676	
CC GATEWAY FEES-DEC 2021	103.00	04103100-52221	UTILITY BILL PROCESSING	275675270	
CC GATEWAY FEES-DEC 2021	103.00	04203100-52221	UTILITY BILL PROCESSING	275675270	
	<u>216.00</u>				
OFFICE DEPOT					
REMOTE FOR PRESENTATIONS	29.99	01664700-53325	COMMUNITY RELATIONS	009579	
	<u>29.99</u>				
ONLINE STORES, LLC					
FLAG POLE	1,671.00	01670400-52244	MAINTENANCE & REPAIR	CS1022227	
	<u>1,671.00</u>				
PADDOCK PUBLICATIONS INC					
BID NOTICE 8/24/20	94.30	01620100-53317	OPERATING SUPPLIES	155191	
	<u>94.30</u>				
PAPERCUT SOFTWARE					
SOFTWARE MAINTENANCE	875.00	01652800-52255	SOFTWARE MAINTENANCE	237041	
	<u>875.00</u>				
PARTNERS AND PAWS VETERINARY SERVICES					
CODA VACCINE 12/16/20	20.00	03395000-52315	CANINE SERVICES	84611	
	<u>20.00</u>				

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PESI SEMINARS					
TRAINING-MOLLOY-LANGDON	199.99	01660100-52223	TRAINING	2131617	
	<u>199.99</u>				
PHOTO CARD SPECIALISTS INC					
RETIREMENT PLAQUE-MOFFETT	208.35	01660100-53317	OPERATING SUPPLIES	121691	
	<u>208.35</u>				
PHYSICIANS IMMEDIATE CARE-CHICAGO					
POST OFFER POLICE, HEP B	95.00	01660100-52236	EMPLOYEE SERVICES	4188638	
POST OFFER POLICE, HEP B	566.00	01600000-52225	EMPLOYMENT PHYSICALS	4188638	
POST OFFER POLICE, HEP B	595.00	01510000-52228	PERSONNEL HIRING	4188638	
	<u>1,256.00</u>				
PORTER LEE CORPORATION					
LABELS AND RIBBON	166.50	01662400-53317	OPERATING SUPPLIES	24039	
	<u>166.50</u>				
PRIORITY PRODUCTS INC					
CABLE TIES	28.03	01696200-53317	OPERATING SUPPLIES	956723	
	<u>28.03</u>				
PRO SAFETY INC					
JULIE SUPPLIES	158.33	01670600-53317	OPERATING SUPPLIES	2/875330	
JULIE SUPPLIES	158.33	04101500-53317	OPERATING SUPPLIES	2/875330	
JULIE SUPPLIES	158.34	04201600-53317	OPERATING SUPPLIES	2/875330	
	<u>475.00</u>				
PROMOS 911 INC					
CAR FRESHENERS	325.89	01664700-53325	COMMUNITY RELATIONS	6367	
	<u>325.89</u>				

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PUMPBIZ, INC					
BRINE PUMP	2,114.00	01670200-53350	SMALL EQUIPMENT EXPENSE	59665	
	<u>2,114.00</u>				
R GUNS					
RIFLE PARTS	344.00	01662700-53323	WEAPONS	041192	
	<u>344.00</u>				

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RAY O'HERRON CO					
REFUND-JUNGERS #2068025-IN	-59.99	01660100-53324	UNIFORMS	2066197-CM	
UNIFORM-BABOR	13.98	01660100-53324	UNIFORMS	2072301	
UNIFORM-BOGUSZEWSKI, VEST	919.00	01660100-53324	UNIFORMS	2069359	
UNIFORM-BUCHOLZ	29.99	01660100-53324	UNIFORMS	2071455	
UNIFORM-CHRISTENSON	105.99	01660100-53324	UNIFORMS	2072102	
UNIFORM-EAGAN	56.00	01660100-53324	UNIFORMS	2069957	
UNIFORM-ESTRADA	448.99	01660100-53324	UNIFORMS	2070611	
UNIFORM-GATES	846.90	01660100-53324	UNIFORMS	2071929	
UNIFORM-HOLSTERS	129.99	01660100-53324	UNIFORMS	2071301	
UNIFORM-INCROCCI	29.99	01660100-53324	UNIFORMS	2069356	
UNIFORM-JUNGERS	127.99	01660100-53324	UNIFORMS	2068025	
UNIFORM-M LOPEZ	107.48	01660100-53324	UNIFORMS	2069016	
UNIFORM-MCGOVERN	654.86	01660100-53324	UNIFORMS	2072417	
UNIFORM-PETRAGALLO	11.98	01660100-53324	UNIFORMS	2070613	
UNIFORM-PLUMB	29.99	01660100-53324	UNIFORMS	2069357	
UNIFORM-RIEMER	19.99	01660100-53324	UNIFORMS	2070614	
UNIFORM-SYMES	984.88	01660100-53324	UNIFORMS	2072480	
UNIFORM-TURNHOLT	31.99	01660100-53324	UNIFORMS	2071456	
UNIFORM-VEST FREER	927.52	01660100-53324	UNIFORMS	2068903	
UNIFORM-WALKER	71.98	01660100-53324	UNIFORMS	2071617	
UNIFORM-WALKER	357.94	01660100-53324	UNIFORMS	2072199	
UNIFORM-WILLIS	27.00	01660100-53324	UNIFORMS	2068004	
UNIFORM-WILLIS	35.00	01660100-53324	UNIFORMS	2068698	
UNIFORM-WILLIS	101.00	01660100-53324	UNIFORMS	2068026	
	6,010.44				
REFUNDS MISC					
1271 COUNTYFARM RD-STORMWATER REFUND	3,600.00	01-24321	STORMWATER REVIEW FEE SECUR	1271 COUNTYFARM-2 21	
TICKET 18442, 18443-REFUND	50.00	01000000-47602	OVER/SHORT	TICKET 18442-18443	
	3,650.00				

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REFUNDS PRESERVATION BONDS					
1271 COUNTYFARM RD, #2223592 REFUND	5,000.00	01-24302	ESCROW - GRADING	1271 COUNTYFARM-1 21	
19-0601-DRVW, #2107992, 880 WOODHILL DR-R	300.00	01-24302	ESCROW - GRADING	880 WOODHILL-2021	
20-0910-PATI, #2325110, 1097 BROOKSTONE-REI	200.00	01-24302	ESCROW - GRADING	1097 BROOKSTONE	
	<u>5,500.00</u>				
REFUNDS W&S FINALS					
	9.92	04-12110	ACCOUNT RECEIV WATER & SEWER	7105-190416	
	32.86	04-12110	ACCOUNT RECEIV WATER & SEWER	7378-190417	
	152.84	04-12110	ACCOUNT RECEIV WATER & SEWER	1562-190415	
	<u>195.62</u>				
REMPE-SHARPE & ASSOCIATES INC					
HYDROLOGIC, HYDRAULIC STUDY 11/01-11/31/2	1,951.00	11740000-55488	STORMWATER UTILITIES	27745 PO-462637	20210091
	<u>1,951.00</u>				
RESTAURANT-MASTERCARD					
CERT GRADUATION 11/24/20 (CHICAGO PASTRY)	207.47	01664700-53325	COMMUNITY RELATIONS	63066	
HOLIDAY LUNCH 12/17/20	179.71	01600000-52242	EMPLOYEE RECOGNITION	CHARKIES-2 12/17/20	
HOLIDAY LUNCH 12/17/20	754.79	01600000-52242	EMPLOYEE RECOGNITION	CHARKIES-1 12/17/20	
PRISONER MEALS	44.33	01662700-53317	OPERATING SUPPLIES	164533	
RED APPLECIU/COOPER/GREY	89.67	01662400-53317	OPERATING SUPPLIES	749481	
RETIREMENT-JOHNSON 12/08/20 (CHARKIES)	303.26	01600000-52242	EMPLOYEE RECOGNITION	CHARKIES 12/08/20	
RETIREMENT-JOHNSON 12/10/20 (NOTHING BUI	86.00	01600000-52242	EMPLOYEE RECOGNITION	44	
	<u>1,665.23</u>				
RICHARD BLAIR					
CLOTH ALLOW-BLAIR	63.95	01660100-53324	UNIFORMS	BLAIR 01/04/21	
CLOTH ALLOW-BLAIR	78.09	01660100-53324	UNIFORMS	21-6621-3038	
	<u>142.04</u>				

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RUSH TRUCK CENTERS					
DE-CONNECTOR	11.72	01696200-53354	PARTS PURCHASED	3021883405	
DE-STARTER	243.31	01696200-53354	PARTS PURCHASED	3021706644	
DE-TUBE	169.45	01696200-53354	PARTS PURCHASED	3021895349	
DE-TURBO	2,054.81	01696200-53354	PARTS PURCHASED	3021894738	
	<u>2,479.29</u>				
SAFEKIDS WORLDWIDE					
BACIDORE CPS RECERT	55.00	01660100-52223	TRAINING	11204	
	<u>55.00</u>				
SCHROEDER ASPHALT SERVICES					
FLEX PAVEMENT-VARIOUS STREETS FINAL PAYME	-12,129.04	06320000-54470	STREET RESURFACING	2020-373	
FLEX PAVEMENT-VARIOUS STREETS FINAL PAYME	410.80	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	2020-373	
FLEX PAVEMENT-VARIOUS STREETS FINAL PAYME	6,279.01	06320000-54470	STREET RESURFACING	2020-373	
FLEX PAVEMENT-VARIOUS STREETS FINAL PAYME	12,129.04	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	2020-373	
FLEX PAVEMENT-VARIOUS STREETS FINAL PAYME	54,904.05	06-21446	RETAINAGE SCHROEDER	2020-373	
	<u>61,593.86</u>				
STEINER ELECTRIC COMPANY					
FITTINGS	3.72	04101500-53317	OPERATING SUPPLIES	S006796524	
	<u>3.72</u>				
STEPHEN A LASER ASSOCIATES P C					
POLICE ASSESSMENT	4,800.00	01510000-52228	PERSONNEL HIRING	2007152	
	<u>4,800.00</u>				
SUBURBAN LABORATORIES INC					
WATER SAMPLES	530.00	04201600-52279	LAB SERVICES	182727 PO-3817	20210025
	<u>530.00</u>				

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TELCOM INNOVATIONS GROUP LLC					
GUIDANCE ON VM HEIRARCHY	70.00	01652800-52253	CONSULTANT	A56378	
OUT OF SERVICE-VM MESSAGE	420.00	01652800-52253	CONSULTANT	A55937	
TWINNING FAILED	105.00	01652800-52253	CONSULTANT	A56377	
WATER REC PHONES	70.00	01652800-52253	CONSULTANT	A56070	
WATER REC VOICEMAIL ASSISTANCE	315.00	01652800-52253	CONSULTANT	A56068	
	<u>980.00</u>				
THIRD MILLENIU ASSOCIATES INCORPORATED					
BILL PRINTING 12/29/20	1,231.35	04103100-52221	UTILITY BILL PROCESSING	25681	
BILL PRINTING 12/29/20	1,231.35	04203100-52221	UTILITY BILL PROCESSING	25681	
GREEN PAY FEE-DEC 2020	225.00	04103100-52221	UTILITY BILL PROCESSING	25682	
GREEN PAY FEE-DEC 2020	225.00	04203100-52221	UTILITY BILL PROCESSING	25682	
	<u>2,912.70</u>				
TIF 3 NORTH AND SCHMALE RD					
SALES TAX-OCT 20	-10,797.57	22000000-49340	SALES TAX CONTRIB - RDA#1	TIF3 01/31/21	
SALES TAX-OCT 20	10,797.57	01720000-58340	SALES TAX TFR - RDA#1	TIF3 01/31/21	
SALES TAX-OCT 20	10,797.57	22-11105	CASH - TRUST	TIF3 01/31/21	
	<u>10,797.57</u>				
TITAN SUPPLY INC					
URINAKLEEN	63.80	01680000-53320	JANITORIAL SUPPLIES	3710	
	<u>63.80</u>				
TKB ASSOCIATES INC					
LASERFICHE LICENSE 03/07/21-03/06/22	11,873.00	01652800-52255	SOFTWARE MAINTENANCE	14140 PO-1908	20210088
	<u>11,873.00</u>				
TRANE US INC					
HVAC MAINTENANCE-VH, PD	3,475.00	01680000-52244	MAINTENANCE & REPAIR	311263832	
	<u>3,475.00</u>				

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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
TRANS UNION LLC					
MTHLY CREDIT CHECKS 10/26/20-11/25/20	213.80	01662400-53330	INVESTIGATION FUND	11000338	
	<u>213.80</u>				
TRISOURCE SOLUTIONS LLC					
TRISOURCE CC FEES-DEC 2020	75.68	04103100-52221	UTILITY BILL PROCESSING	1420 01/05/21	
TRISOURCE CC FEES-DEC 2020	75.68	04203100-52221	UTILITY BILL PROCESSING	1420 01/05/21	
TRISOURCE CC FEES-DEC 2020	454.10	01610100-52256	BANKING SERVICES	1420 01/05/21	
TRISOURCE FEES-DEC 2020	2,277.39	04203100-52221	UTILITY BILL PROCESSING	7833 01/05/21	
TRISOURCE FEES-DEC 2020	2,277.40	04103100-52221	UTILITY BILL PROCESSING	7833 01/05/21	
	<u>5,160.25</u>				
TYCO FIRE & SECURITY (US)MGMT INC					
ALARM - 1349 CHARGER CT 12/01/20-02/28/21	58.83	04100100-52234	DUES & SUBSCRIPTIONS	35072496	
	<u>58.83</u>				
TYLER BUSINESS FORMS					
2020 TAX FORMS	186.58	01610100-53315	PRINTED MATERIALS	156788	
	<u>186.58</u>				
U S POSTMASTER					
POSTAGE WATER BILLS-DEC 2020	2,175.61	04103100-52229	POSTAGE	1529 12/29/20	
POSTAGE WATER BILLS-DEC 2020	2,175.61	04203100-52229	POSTAGE	1529 12/29/20	
S/O NOTICE POSTAGE-JAN 2021	76.75	04103100-52229	POSTAGE	1529 01/07/21	
S/O NOTICE POSTAGE-JAN 2021	76.75	04203100-52229	POSTAGE	1529 01/07/21	
	<u>4,504.72</u>				
ULINE SHIPPING SUPPLY SPECIALISTS					
EVIDENCE BOXES	366.31	01662400-53317	OPERATING SUPPLIES	127441954	
	<u>366.31</u>				

**Village of Carol Stream
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UNITED LABORATORIES					
SEWER EQUIP WIPES	316.09	04101500-53317	OPERATING SUPPLIES	INV303941	
	<u>316.09</u>				
UNITED RADIO COMMUNICATIONS					
SP RADIO	42.21	01696200-53354	PARTS PURCHASED	106022688-1	
TRUCK 6 UPFIT	385.24	10670000-54415	VEHICLES	106023391-1	
	<u>427.45</u>				
UPS GROUND SERVICE					
BADGE SHIPMENT-MOFFETT	11.14	01660100-53317	OPERATING SUPPLIES	082961	
DUI KITS TO LAB	12.06	01662400-53317	OPERATING SUPPLIES	0020003705	
	<u>23.20</u>				
VILLA PARK ELECTRICAL SUPPLY CO INC					
T.C. BULBS	240.94	01670300-53215	STREET LIGHT SUPPLIES	191383-00	
	<u>240.94</u>				
VILLAGE OF CAROL STREAM					
124 GERZEVSKE LN-E SIDE PUMP STATION 11/02-	125.92	04200100-53220	WATER	01690854-21254	
124 GERZEVSKE LN-NORTH GARAGE 11/02-12/0:	136.42	01670100-53220	WATER	01690525-20874	
124 GERZEVSKE LN-PW CENTER 11/02-12/02/20	131.41	01670100-53220	WATER	01690526-20875	
124 GERZEVSKE LN-PW HYD METER 11/03-12/01	880.20	04200100-53220	WATER	01690842-21240	
124 GERZEVSKE LN-WASH BIN 11/02-12/01/20	32.86	04200100-53220	WATER	01690857-21257	
245 KUHN RD-BLOWER BLDG I 11/02-12/01/20	1.45	04101500-53220	WATER	01690879-21279	
245 KUHN RD-BLOWER BLDG II 11/02-12/01/20	0.89	04101500-53220	WATER	01690878-21278	
245 KUHN RD-BTH MAINT BLDG 11/02-12/01/20	3.31	04101500-53220	WATER	01690856-21256	
245 KUHN RD-MAINT BLDG 11/02-12/01/20	3.58	04101500-53220	WATER	01690522-20871	
245 KUHN RD-PLANT ADMIN BLDG 11/02-12/01,	54.90	04101500-53220	WATER	01690523-20872	
300 KUHN RD-CHLORINE ANALYZER 11/02-12/01	111.53	04200100-53220	WATER	01690855-21255	
500 GARY AVE-VH 11/02/20-12/01/20	196.83	01680000-53220	WATER	01690527-20876	
960 GARY AVE-FOUNTAIN BLDG 11/02/20-12/01,	5.12	01680000-53220	WATER	01690529-20878	
	<u>1,684.42</u>				

**Village of Carol Stream
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VILLAGE TAVERN & GRILL					
CERT DINNER 12/03/20	169.87	01664700-53325	COMMUNITY RELATIONS	020519	
	<u>169.87</u>				
VISTAPRINT.COM					
BUSINESS CARDS-LENTINO, KNIGHT, BATTAGLIA	87.19	01640100-53315	PRINTED MATERIALS	N22L976A506G2	
BUSINESS CARDS-T.KNIGHT	11.99	01640100-53315	PRINTED MATERIALS	2MCR976A304C7	
	<u>99.18</u>				
WESTERN REMAC INC					
TRUCK 6 UPLIFT	121.00	10670000-54415	VEHICLES	59394	
	<u>121.00</u>				
WEX BANK					
FUEL 11/30/20	-142.13	01000000-47407	MISCELLANEOUS REVENUE	68939983 11/30/20	
FUEL 11/30/20	28.00	01680000-53313	AUTO GAS & OIL	68939983 11/30/20	
FUEL 11/30/20	32.82	04101100-53313	AUTO GAS & OIL	68939983 11/30/20	
FUEL 11/30/20	51.19	04200100-53313	AUTO GAS & OIL	68939983 11/30/20	
FUEL 11/30/20	111.59	01640100-53313	AUTO GAS & OIL	68939983 11/30/20	
FUEL 11/30/20	149.97	01670100-53313	AUTO GAS & OIL	68939983 11/30/20	
FUEL 11/30/20	149.97	01670300-53313	AUTO GAS & OIL	68939983 11/30/20	
FUEL 11/30/20	187.46	01670600-53313	AUTO GAS & OIL	68939983 11/30/20	
FUEL 11/30/20	187.46	01670700-53313	AUTO GAS & OIL	68939983 11/30/20	
FUEL 11/30/20	190.07	01620100-53313	AUTO GAS & OIL	68939983 11/30/20	
FUEL 11/30/20	224.95	01670500-53313	AUTO GAS & OIL	68939983 11/30/20	
FUEL 11/30/20	318.69	01670400-53313	AUTO GAS & OIL	68939983 11/30/20	
FUEL 11/30/20	358.30	04201400-53313	AUTO GAS & OIL	68939983 11/30/20	
FUEL 11/30/20	469.97	04101500-53313	AUTO GAS & OIL	68939983 11/30/20	
FUEL 11/30/20	614.24	04201600-53313	AUTO GAS & OIL	68939983 11/30/20	
FUEL 11/30/20	656.12	01670200-53313	AUTO GAS & OIL	68939983 11/30/20	
FUEL 11/30/20	8,632.45	01662700-53313	AUTO GAS & OIL	68939983 11/30/20	
	<u>12,221.12</u>				

**Village of Carol Stream
Schedule of Bills
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WHEATON BANK AND TRUST					
WHEATON BANK FEES-NOV 2020	362.83	04103100-52256	BANKING SERVICES	7509063 NOV-2020	
WHEATON BANK FEES-NOV 2020	362.83	04203100-52256	BANKING SERVICES	7509063 NOV-2020	
WHEATON BANK FEES-NOV 2020	1,273.23	01610100-52256	BANKING SERVICES	7509063 NOV-2020	
	<u>1,998.89</u>				
WORKING PERSONS STORE					
SAFETY SHOES AF	-17.00	01620100-53324	UNIFORMS	1634675	
SAFETY SHOES AF	124.95	01620100-53324	UNIFORMS	1643675	
	<u>107.95</u>				
YUBICO, INC					
2FA KEYS	427.00	01652800-53317	OPERATING SUPPLIES	US267309	
	<u>427.00</u>				
ZEUS BATTERY PRODUCT					
BATTERIES	16.95	01670300-53317	OPERATING SUPPLIES	00250800	
	<u>16.95</u>				
ZIEBELL WATER SERVICE PRODUCTS INC					
HYDRANT PARTS	3,999.20	04201600-53317	OPERATING SUPPLIES	252582-000 PO-3855	20210090
	<u>3,999.20</u>				
ZONES INC					
ZONES REBATE 08/2020-10/2020	103,813.32	01720000-58207	ZONES SALES TAX REIMB	ZONES REBATE 01/2021	
	<u>103,813.32</u>				
ZOOM VIDEO COMMUNICATIONS LLC					
ADDITIONAL LICENSE FOR CD 11/24-12/19/20	12.99	01652800-52255	SOFTWARE MAINTENANCE	53787807	
ZOOM SERVICE 12/20/20-01/19/21	101.24	01652800-52255	SOFTWARE MAINTENANCE	INV58415613	
	<u>114.23</u>				

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GRAND TOTAL	<u><u>\$2,308,341.25</u></u>				

**ADDENDUM WARRANTS
 JANUARY 05, 2020 Thru JANUARY 18, 2021**

Fund	Check #	Vendor	Description	Amount
General	A C H	Wheaton Bank & Trust	Payroll December 28, 2020 thru January 10, 2021	630,922.41
Water & Sewer	A C H	Wheaton Bank & Trust	Payroll December 28, 2020 thru January 10, 2021	59,818.39
				<u><u>690,740.80</u></u>

Approved this _____ day of _____, 2021

By: _____
 Matt McCarthy-Mayor Pro-Tem

 Julia Schwarze - Village Clerk