

# Village of Carol Stream

## BOARD MEETING

### AGENDA

OCTOBER 4, 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 September 20, 2021 Village Board Meeting.
2. Approval but not release of Executive Session Minutes of the September 20, 2021 Village Board Meeting.

#### **C. LISTENING POST:**

1. Proclamation Designating October Breast Cancer Awareness Month.
2. Proclamation Designating October Cyber Security Awareness Month.
3. Proclamation Designating October National Community Planning Month.
4. Proclamation Designating October Manufacturing Month.
5. Proclamation Designating October Arts DuPage Month.
6. Addresses from Audience (3 Minutes)

#### **D. PUBLIC HEARINGS:**

#### **E. SELECTION OF CONSENT AGENDA:**

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

#### **F. BOARD AND COMMISSION REPORTS:**

#### **G. OLD BUSINESS:**

#### **H. STAFF REPORTS AND RECOMMENDATIONS:**

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#### **I. ORDINANCES:**

1. Ordinance No. 2021-10-\_\_\_\_ Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Increasing the Number of Class V Licenses from 16 to 17 (Charhouse LLC d/b/a John & Tony's, 27W371 North Avenue).

#### **J. RESOLUTIONS:**

1. Resolution No. \_\_\_\_ Accepting Public Improvements and Release of Security for Public Improvements in the amount of \$19,061.25 – 470 E. North Avenue, LA Fitness, Part of Carol Stream Marketplace Subdivision.
2. Resolution No. \_\_\_\_ Approving Local Agency Agreement for Federal Participation – Kuhn Road Bike Trail from Lies Road to Army Trail Road- Amendment #1-Village Share \$22,843.00.
3. Resolution No. \_\_\_\_ Authorizing the Execution of an Illinois Department of Transportation Preliminary Engineering Services Agreement Supplement #1 for Federal Participation with regard to Kuhn Road Bike Trail from Army Trail Road to Lies Road in the amount of \$11,402.00.
4. Resolution No. \_\_\_\_ Approving Local Agency Agreement for Federal Participation – Lies Road Bike Trail from Gary Avenue to Schmale Road- Amendment #1-Village Share \$24,598.00.
5. Resolution No. \_\_\_\_ Authorizing the Execution of an Illinois Department of Transportation Preliminary Engineering Services Agreement Supplement #1 for Federal Participation with regard to Lies Road Bike Path Extension from Gary Avenue to Schmale Road in the amount of \$13,488.00.

#### **K. NEW BUSINESS:**

1. Formal Approval of Raffle License Application – Knights of Columbus. *Request for approval of a raffle license and waiver of the fee and manager's fidelity bond for their Octoberfest fundraiser to be held at Corpus Christi Catholic Church on October 2, 2021. Prior Village Board authorization was granted ahead of time due to the scheduling of the event.*

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

2. Raffle License Application – Wheaton Metro Alliance of Police Chapter 699. *Request for approval of a raffle license and waiver of the fee and manager’s fidelity bond for their fundraiser for Officer Chris Harpling at the Village Tavern and Grill on October 17, 2021.*

#### **L. PAYMENT OF BILLS:**

1. Regular Bills: September 21, 2021 through October 4, 2021.
2. Addendum Warrants: September 21, 2021 through October 4, 2021.

#### **M. REPORT OF OFFICERS:**

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

#### **N. EXECUTIVE SESSION:**

1. Acquisition of Real Property – 5/ILCS 120/2(c)(5)

#### **O. ADJOURNMENT:**

<b>LAST ORDINANCE</b>	<b>2021-09-48</b>	<b>LAST RESOLUTION</b>	<b>3219</b>
<b>NEXT ORDINANCE</b>	<b>2021-10-49</b>	<b>NEXT RESOLUTION</b>	<b>3220</b>

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

**September 20, 2021**

Mayor Frank Saverino, Sr. called the Regular Meeting of the Board of Trustees to order at 6:04 p.m. and directed Clerk Julia Schwarze to call the roll.

Present: Trustees Jeff Berger, Tom Garvey, John Zalak, Rick Gieser, Mary Frusolone, Matt McCarthy and Mayor Frank Saverino, Sr.

Absent: None

Also Present: Village Manager Bob Mellor, Assistant Village Manager Joe Carey, Village Clerk Julia Schwarze, Finance Director Jon Batek, Director of Engineering Services Bill Cleveland, Superintendent of Operations Ron Roehn, Community Development Director Don Bastian, Chief of Police Bill Holmer, Human Resources Director Caryl Rebholz, Information Technology Director Marc Talavera and Village Attorney Jim Rhodes

**MINUTES:**

*Trustee McCarthy moved and Trustee Frusolone made the second to approve the Minutes of the September 7, 2021 Village Board Meeting. The results of the roll call vote were as follows:*

*Ayes: 6 Trustees Berger, Garvey, Zalak, Gieser, Frusolone and McCarthy*

*Nays: 0*

*Abstain: 0*

*The motion passed.*

*Trustee Berger moved and Trustee Frusolone made the second to approve the Minutes of the September 13, 2021 Special Workshop Meeting. The results of the roll call vote were as follows:*

*Ayes: 6 Trustees Berger, Garvey, Zalak, Gieser, Frusolone and McCarthy*

*Nays: 0*

*Abstain: 0*

*The motion passed.*

**LISTENING POST:**

1. Addresses from Audience (3 Minutes). *Commander Rich Hildenbrand of the Carol Stream VFW presented a check to the Carol Stream Police Department DARE program, and gave an overview of the ways in which Post 10396 gives back to the community.*

**PUBLIC HEARINGS:** *None.*

**CONSENT AGENDA:**

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

*Ayes: 6 Trustees Berger, Garvey, Zalak, Gieser, Frusolone and McCarthy*  
*Nays: 0*  
*Abstain: 0*

*The motion passed.*

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

*Ayes: 6 Trustees Berger, Garvey, Zalak, Gieser, Frusolone and McCarthy*  
*Nays: 0*  
*Abstain: 0*

*The motion passed.*

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

*Ayes: 6 Trustees Berger, Garvey, Zalak, Gieser, Frusolone and McCarthy*  
*Nays: 0*  
*Abstain: 0*

*The motion passed.*

*The following items were approved on the Consent Agenda for this meeting:*

**21-0046 – BC Merchants – 490 Tower Blvd.**

*Special Use for Outdoor Activities*

**Recommended Approval with Conditions 7-0**

*The Village Board concurred with Plan Commission's recommendations.*

**21-0047 – Village of Carol Stream – 500 N. Gary Ave.**

*Zoning Text Amendment – Unified Development Ordinance (UDO)*

*Miscellaneous Modifications*

**Recommended Approval 7-0**

*The Village Board concurred with Plan Commission's recommendations.*

**Ordinance No. 2021-09-44 Approving a Special Use Permit for Outdoor Activities and Operations (covered vehicle parking) at BC Merchants (490 Tower Boulevard) in the I Industrial District:**

*The Village Board approved a Special Use Permit for Outdoor Activities and Operations regarding covered vehicle parking at BC Merchants, 490 Tower Boulevard in the I Industrial District.*

**Ordinance No. 2021-09-45 Amending Chapter 16 – Unified Development Ordinance of the Code of Ordinances of the Village of Carol Stream to require Special Use approval for Massage Establishments in certain zoning districts, and miscellaneous amendments to Definitions (Article 2), District Specific Standards (Article 3), Use Specific Standards (Article 4), Development Standards (Article 5) and Sign Standards (Article 6):**

*The Village Board amended Chapter 16 of the Unified Development Ordinance of the Village of Carol Stream to require Special Use approval for massage establishments in certain zoning districts, and miscellaneous amendments to Definitions (Article 2), District Specific Standards (Article 3), Use Specific Standards (Article 4), Development Standards (Article 5) and Sign Standards (Article 6).*

**Ordinance No. 2021-09-46 Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by decreasing the number of Class A Liquor Licenses from 16 to 15 (Jet Foods Carol Stream LLC, 998 Army Trail Road):**

*The Village Board decreased the number of Class A liquor licenses from 16 to 15 with regard to Jet Foods Carol Stream LLC, 998 Army Trail Road.*

**Ordinance No. 2021-09-47 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 (Jet Foods Carol Stream LLC, 998 Army Trail Road):**

*The Village Board decreased the number of Class C liquor licenses from 19 to 18 with regard to Jet Foods Carol Stream LLC, 998 Army Trail Road.*

**Ordinance No. 2021-09-48 Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by increasing the number of Class V Liquor Licenses from 15 to 16 (Fish and Chicken Factory III LLC d/b/a Chicago Fish and Chicken Factory, 333 Schmale Road):**

*The Village Board increased the number of Class V Liquor Licenses from 15 to 16 to allow video gaming for Fish and Chicken Factory III LLC d/b/a Chicago Fish and Chicken Factory, 333 Schmale Road.*

**Resolution No. 3219 Declaring Surplus Property owned by the Village of Carol Stream:**

*The Village Board declared surplus a Kawasaki Jet Ski located within the Police Department.*

**Raffle License Application – Neighborhood Food Pantries:**

*The Village Board approved a raffle license and waived the fee and manager's fidelity bond for the Neighborhood Food Pantries for their "Ladies Social Sunday" fundraiser to be held at Joe Cotton Ford on September 26, 2021.*

**Amplification Permit Application:**

*The Village Board approved an amplification permit and waived the fees for the Carol Stream Historical Society for their Folk Music Concert to be held on September 25, 2021 from 2:30 p.m. to 4:30 p.m. at the Farmhouse.*

**Regular Bills and Addendum Warrant of Bills:**

*The Village Board approved payment of Regular Bills dated September 20, 2021 in the amount of \$1,435,698.65. The Village Board approved the payment of Addendum Warrant of Bills from September 8, 2021 thru September 20, 2021 in the amount of \$694,792.12.*

**Treasurer's Report:**

*The Village Board received the Revenue/Expenditure Statement and Balance Sheet for the month ended August 31, 2021.*

**REPORT OF OFFICERS:**

*Trustee Berger thanked all police officers for keeping our community safe.*

*Trustee Garvey had no report.*

*Trustee Zalak thanked Commander Hildenbrand and the VFW for their generous donation, and reminded everyone to keep the military and first responders in their thoughts and prayers.*

*Trustee Gieser reported details of the Historical Society's Folk Concert to be held on Saturday, September 25<sup>th</sup>; thanked the VFW and Commander Hildenbrand for their service and all they do for our community; and reminded residents to get vaccinated.*

*Trustee Frusolone thanked Commander Hildenbrand and the VFW for their generous DARE donation; reminded residents of the Car Seat Safety Check by the Police Department on Saturday, September 25<sup>th</sup>; and announced her upcoming medical leave of absence from which she expects to return after the first of the year. She asked that we keep her family in our prayers.*

*Trustee McCarthy offered to assist Trustee Frusolone and her family with any needs they might have during her medical leave of absence; thanked Commander Hildenbrand and the VFW for their support of the DARE program; reminded residents to be extra careful watching out for kids as the days get shorter; recommended that parents apply reflective strips to their kids' clothing and bikes to make them more visible; and asked everyone to continue looking out for each other.*

*Assistant to the Village Manager Tia Messino announced the upcoming Pumpkin Recycling event with further details forthcoming on the Village website.*

*Clerk Schwarze expressed her concern for Trustee Frusolone and offered prayers and any support needed by her family; encouraged citizens to give back to their community by becoming an election judge in the 2022 Primary and/or General Election; and reminded residents to Shop Carol Stream.*

*Village Attorney Rhodes told Trustee Frusolone that we look forward to her return.*

*Village Manager Mellor thanked Commander Hildenbrand and the VFW for their donation to and support of the DARE program; and offered Trustee Frusolone the support of the entire Village staff and wished her and her family the best.*

*Mayor Saverino congratulated Nick Cosentino on the opening of his new Chicago Fish & Chicken Factory and invited him to address the Board with a description of his establishment; wished Trustee Frusolone Godspeed and reiterated that we are here for her and her family whatever they might need; reported a successful Tessa Strong Neuroblastoma 1<sup>st</sup> Annual Walk which brought in over \$21,000 for the battle against pediatric cancer; and announced the marriage of his granddaughter the previous weekend.*



*At 6:29 p.m., Trustee McCarthy moved and Trustee Frusolone made the second to adjourn the meeting to Executive Session to discuss Pending Litigation – 5/ILCS 120/2(c)(11), then to adjourn directly from Executive Session. The results of the roll call vote were as follows:*

*Ayes: 6 Trustees Berger, Garvey, Zalak, Gieser, Frusolone and McCarthy*

*Nays: 0*

*Abstain: 0*

*The motion passed.*

FOR THE BOARD OF TRUSTEES

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Frank Saverino, Sr., Mayor

ATTEST:

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Julia Schwarze, Village Clerk

**PROCLAMATION**

**DESIGNATING OCTOBER BREAST CANCER AWARENESS MONTH**

WHEREAS, each year an estimated 281,550 women and 2,650 men in the United States will be diagnosed with breast cancer, making it the second most commonly diagnosed cancer in women and the second leading cause of cancer death among women in our country; and

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

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

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

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

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

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

**October Breast Cancer Awareness Month**

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

PROCLAIMED this 4<sup>th</sup> DAY of OCTOBER 2021.

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Frank Saverino Sr., Mayor

ATTEST:

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Julia Schwarze, Village Clerk

**PROCLAMATION**

**DESIGNATING OCTOBER CYBER SECURITY AWARENESS MONTH**

**WHEREAS**, the Village of Carol Stream recognizes that it plays a vital role in identifying, protecting its citizens from, and responding to cybersecurity threats that may have significant impact to our individual and collective safety and privacy; and

**WHEREAS**, critical infrastructure is increasingly reliant on the support of information systems and technology; and

**WHEREAS**, cybersecurity education and awareness is crucial for everyone, including large corporations, small businesses, financial institutions, schools, government agencies, the home user, and anyone who connects to the internet, be it with a computer, mobile phone, or other internet-connected device; and

**WHEREAS**, the STOP. THINK. CONNECT.™ Campaign serves as the national cybersecurity public awareness campaign, implemented through a coalition of private companies, nonprofit, government organizations, and academic institutions working together to increase the public's understanding of cyber threats and empowering Americans to be safer and more secure online; and

**WHEREAS**, the National Institute of Standards and Technology (NIST) Cybersecurity Workforce Framework is a free resource to help organizations (both large and small, public, and private) improve their cybersecurity practices; and

**WHEREAS**, the Federal Government of the United States of America, the U.S. Department of Homeland Security's Cybersecurity and Infrastructure Security Agency, the Multi-State Information Sharing and Analysis Center, the National Association of State Chief Information Officers, and the National Cyber Security Alliance all recognize October as Cybersecurity Awareness Month; and all citizens are encouraged to visit these websites, along with the Village of Carol Stream [www.carolstream.org/IT](http://www.carolstream.org/IT) to learn about cybersecurity.

**NOW, THEREFORE, BE IT PROCLAIMED** That I, FRANK SAVERINO SR., AND THE CAROL STREAM BOARD OF TRUSTEES do hereby proclaim that the Village of Carol Stream is officially supporting **Cybersecurity Awareness Month 2021**.

PROCLAIMED THIS 4<sup>th</sup> DAY OF OCTOBER, 2021

\_\_\_\_\_  
Frank Saverino, Sr., Mayor

ATTEST:

\_\_\_\_\_  
Julia Schwarze, Village Clerk

**PROCLAMATION**

**DESIGNATING OCTOBER  
NATIONAL COMMUNITY PLANNING MONTH**

**WHEREAS**, change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas, and other places; and

**WHEREAS**, community planning and plans can help manage this change in a way that provides better choices for how people work, live, and play; and

**WHEREAS**, the full benefits of planning requires public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and

**WHEREAS**, the month of October is designated as National Community Planning Month throughout the United States of America and its territories; and

**WHEREAS**, the American Planning Association endorses National Community Planning Month as an opportunity to highlight how planning is essential to recovery and how planners can lead communities to equitable, resilient and long-lasting recovery; and

**WHEREAS**, the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of the members of the Plan Commission/Zoning Board of Appeals and other citizen planners who have contributed their time and expertise to the improvement of the Village of Carol Stream; and

**WHEREAS**, we recognize the many valuable contributions made by professional community and regional planners of the Village of Carol Stream and extend our heartfelt thanks for the continued commitment to public service by these professionals.

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

**October 2021 as National Community Planning Month**

**PROCLAIMED THIS 4<sup>TH</sup> DAY OF OCTOBER, 2021.**

\_\_\_\_\_  
Frank Saverino, Sr., Mayor

ATTEST:

\_\_\_\_\_  
Julia Schwarze, Village Clerk

**PROCLAMATION**

**DESIGNATING OCTOBER MANUFACTURING MONTH**

**WHEREAS**, our country, our state and our community were founded and developed on manufacturing; and

**WHEREAS**, manufacturing has held a prominent place in the Carol Stream business community since its inception; and

**WHEREAS**, manufacturing employs over 55,000 people in over 3,500 businesses in DuPage County and manufacturing is the 4<sup>th</sup> largest industry in the County; and

**WHEREAS**, Carol Stream is a desired location for manufacturing businesses based on its proximity to major expressways, major arterial roadways, O'Hare International Airport and DuPage County Airport; and

**WHEREAS**, Carol Stream is home to more than 100 manufacturing businesses totaling over 4,000,000 square feet of space in a variety of industries, including automotive parts manufacturing, food production, metal fabrication, paper processing, commercial cooking equipment manufacturing, and packaging material manufacturing.

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

**October 2021 as Manufacturing Month**

in the Village of Carol Stream and call upon the community to celebrate and acknowledge the contribution manufacturing has made and continues to make to our community.

**PROCLAIMED THIS 4<sup>th</sup> DAY OF OCTOBER, 2021.**

\_\_\_\_\_  
Frank Saverino, Sr., Mayor

ATTEST:

\_\_\_\_\_  
Julia Schwarze, Village Clerk

**PROCLAMATION**

**PROCLAIMING ARTS DUPAGE MONTH**

**WHEREAS**, Arts DuPage has regularly issued official proclamations to all the cities, towns, and villages in DuPage County on an annual basis designating October as Arts DuPage Month; and

**WHEREAS**, the arts embody much of the accumulated wisdom, intellect, and imagination of humankind; and

**WHEREAS**, the arts enrich us as individuals and play a unique role in the lives of our families, our communities; and

**WHEREAS**, the arts promote a better understanding of the diversified cultures within our communities and unify us regardless of age, race, and ethnicity; and

**WHEREAS**, the arts sector in DuPage County consists of 2,272 arts related businesses and account for 4.2 percent of the total number of businesses in the region, a larger share of the economy than transportation, tourism, agriculture, and construction; and

**WHEREAS**, the arts provide full-time employment for over 15,000 workers in DuPage County; and

**WHEREAS**, the arts improve our economy, enrich our civic life, drive tourism and commerce, and exert a profound positive influence on the education of our children; and

**WHEREAS**, the coronavirus had a devastating impact on DuPage County's creative sector, forcing 99% of arts organizations to shut down, thus placing artists among the most severely affected segment of the nation's workforce. Even in challenging times, the arts helped collectively lead us through the darkest times of the pandemic—lifting our spirits, unifying communities, and providing entertainment. Now, with the move to Phase 5 of Illinois' COVID-19 Mitigation Plan, the arts will play a vital role in rebuilding our communities, jumpstarting the economy, and leading us back to normalcy.

**NOW, THEREFORE, BE IT PROCLAIMED** THAT I, MAYOR FRANK SAVERINO, Sr. AND THE CAROL STREAM VILLAGE BOARD OF TRUSTEES, DuPage County, Illinois, in the exercise of its home rule powers do hereby proclaim the month of October, 2021 as Arts DuPage Month in Carol Stream and call upon our community members to celebrate and promote the arts in DuPage County.

**PROCLAIMED THIS 4<sup>th</sup> DAY OF OCTOBER, 2021.**

\_\_\_\_\_  
Frank Saverino Sr., Mayor

ATTEST:

\_\_\_\_\_  
Julia Schwarze, Village Clerk

*Village of Carol Stream*  
Interdepartmental Memo

**TO:** Mayor and Trustees  
**FROM:** Robert Mellor, Village Manager *RM*  
**DATE:** September 29, 2021  
**RE:** John & Tony's – Class V License

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The Mayor's office has received a request for a Class V license to operate video gaming devices from Charhouse LLC d/b/a John & Tony's, 27W371 North Avenue. The Illinois Gaming Board has approved issuance of a State license for video gaming to John & Tony's. Attached for your review and consideration is an Ordinance increasing the number of Class V liquor licenses from 16 to 17 which allows establishments to operate video gaming devices.

Staff recommends approval of the attached Ordinance increasing the Class V license by one with regard to John & Tony's upon passage and approval by law.

Attachment

**ORDINANCE NO. 2021-10-\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 11, ARTICLE 2 OF THE CAROL STREAM  
CODE OF ORDINANCES BY INCREASING THE NUMBER OF CLASS V LICENSES  
FROM 16 TO 17 (CHARHOUSE LLC D/B/A JOHN & TONY'S,  
27W371 NORTH AVENUE)**

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

SECTION 1: That Chapter 11, Article 2 of the Carol Stream Code of Ordinances,  
Classification of Liquor Licenses, be and the same is hereby amended by increasing  
the number of Class V Licenses, authorization to operate video gaming devices, from  
16 to 17.

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

PASSED AND APPROVED THIS 4th DAY OF OCTOBER, 2021.

AYES:

NAYS:

ABSENT:

\_\_\_\_\_  
Frank Saverino, Sr., Mayor


ATTEST:

\_\_\_\_\_  
Julia Schwarze, Village Clerk



*Village of Carol Stream*  
Interdepartmental Memo

TO: Robert Mellor, Village Manager

FROM: Adam Frederick, Assistant Village Engineer 

DATE: September 28, 2021

RE: 470 E. North Avenue, LA Fitness, Part of Carol Stream Marketplace  
Subdivision – Acceptance of Public Improvements and Release of Security  
for Public Improvements

As part of the development of the property located at 470 E. North Avenue, 520 E. North Avenue, LLC. proposed to extend public sanitary sewer located on the 470 E. North Avenue property within a public sanitary sewer easement. This sanitary sewer provides the 450 E. North Avenue parcel as well as the 470 E. North Avenue parcel with access to the Village's public sanitary sewer system.

The developer has submitted the necessary paperwork including: waivers of lien and a bill of sale. Engineering staff has inspected the items to be accepted and no deficiencies were found. The Village Attorney has reviewed and approved the bill of sale.

The sanitary sewer improvements have been in service since prior to August 6, 2019, well over the required one year maintenance period. We therefore recommend waiving the one year maintenance period for the improvements, that the public improvements related to the 470 E. North Avenue, LA Fitness, Part of Carol Stream Marketplace Subdivision development be accepted by the Village of Carol Stream and the Security for Public Improvements in the amount of \$19,061.25 be released.

The Bill of Sale with exhibit and the Inventory of Public Improvements shall be attached to the Resolution per the Village Attorney's recommendation.

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

Attachments:  
Bill of Sale w. Exhibit 1  
Inventory of Public Improvements

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS AND  
RELEASE OF SECURITY FOR PUBLIC IMPROVEMENTS -  
470 E. NORTH AVENUE, LA FITNESS,  
PART OF CAROL STREAM MARKETPLACE SUBDIVISION**

WHEREAS, the public improvements for LA Fitness located at 470 E. North Avenue have been completed in conformance with the approved plans and specifications, and a bill of sale has been received.

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 Village of Carol Stream does hereby accept the public improvements and release of security for public improvements in the amount of \$19,061.25 for LA Fitness, 470 E. North Avenue, PIN No. 05-04-101-017. The Bill of Sale for the Public Improvements for LA Fitness, Part of the Carol Stream Marketplace Subdivision is attached hereto and marked Exhibit A along with the Inventory of Public Improvements marked Exhibit B.

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 4<sup>th</sup> DAY OF OCTOBER, 2021.

AYES:

NAYS:

ABSENT:

\_\_\_\_\_  
Frank Saverino, Sr., Mayor

ATTEST:

\_\_\_\_\_  
Julia Schwarze, Village Clerk

**Bill of Sale for  
the Public Improvements in  
the Carol Stream Marketplace Subdivision**

Seller, **520 EAST NORTH AVENUE, LLC**, an Illinois limited liability company (the "Owner") is the current owner of the real property comprising the Carol Stream Marketplace Subdivision (referred to as the "Subdivision"), which is located at 470 E. North Avenue, Carol Stream, Illinois. The Plat of Subdivision was filed on August 25, 2021 with the DuPage County Recorder of Deeds Office and recorded as Document Number R2021-127635, and is incorporated herein by reference. In accordance with the applicable provisions of the Unified Development Ordinance of the Village of Carol Stream, the Owner caused sanitary sewer to be constructed within a public sanitary sewer easement granted pursuant to a Plat of Easement recorded with the DuPage County Recorder of Deeds as Document Number R2021-127633 (the "Easement"). All such improvements are referred to as the "Public Improvements".

In accordance with the applicable provisions of Chapter 16, Article 8-4(O)(9) (Acceptance of Public Improvements) of the Carol Stream Unified Development Ordinance, the Owner desires for the Village of Carol Stream ("Village") to accept the Public Improvements and to convey title to and ownership and maintenance responsibility to the Village for the Public Improvements.

The Public Improvements are described below and are located as shown on the Utility Plan (the Plans)(describe plans), a copy of which is attached hereto as **Exhibit "1"** and made a part hereof:

- A. Sanitary Sewer: Each and every part of the system for the collection and transportation and treatment of sewage installed within Right-of-Way or Public Sanitary Sewer Easement granted to the Village by the Owner, with the exception of those sewer pipes and other items of personalty that transport sewage of a single building to a common sewer known as a house service or private service, specifically the improvements from Sanitary Manhole Ex. S-1 to Sanitary Manhole S-2 as shown on Exhibit "1".

The Owner, in consideration of Ten and No/100 Dollars (\$10.00), receipt whereof is acknowledged as adequate, good and valuable consideration, does sell, assign, transfer and set over title and ownership to the Village of Carol Stream, an Illinois municipal corporation, of the Public Improvements as described herein and as shown on the attached Exhibit "1".

The Owner covenants to the Village that: (1) the Owner is the lawful owner of the Public Improvements; (2) the Public Improvements are free from all liens and encumbrances; (3) the Owner has the right to convey title to the accepted Public Improvements; and (4) the Owner will defend and hold the Village and its appointed and elected officials, president and trustees, employees, engineers, attorneys, volunteers and representatives harmless against the claims and demands of all persons with regard to ownership of and payment for construction of the accepted Public Improvements; and (5) the execution of this Agreement is an authorized act of the Owner.

The Owner hereby provides a limited warranty that the Public Improvements shall not, for a period of one (1) year from the date of this Bill of Sale, require repair or replacement due to failure of design, material or workmanship utilized in their installation.

IN WITNESS WHEREOF, ROBERTINO PUESTA, MANAGER of 520 EAST NORTH AVENUE, LLC, a Illinois Delaware limited liability company, pursuant to the authority and direction given to him by the members of said company, has signed and sealed this Bill of Sale this 21 day of SEPTEMBER, 2021.

By: [Signature]

Name: ROBERTINO PUESTA

Title: MANAGER

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF DUPAGE     )

**NOTARY ACKNOWLEDGEMENT**

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that, ROBERTINO PUESTA, MANAGER of 520 EAST NORTH AVENUE, LLC, a Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

Given under my hand and official seal this 21<sup>st</sup> day of SEPTEMBER, 2021.

[Signature]  
Notary Public



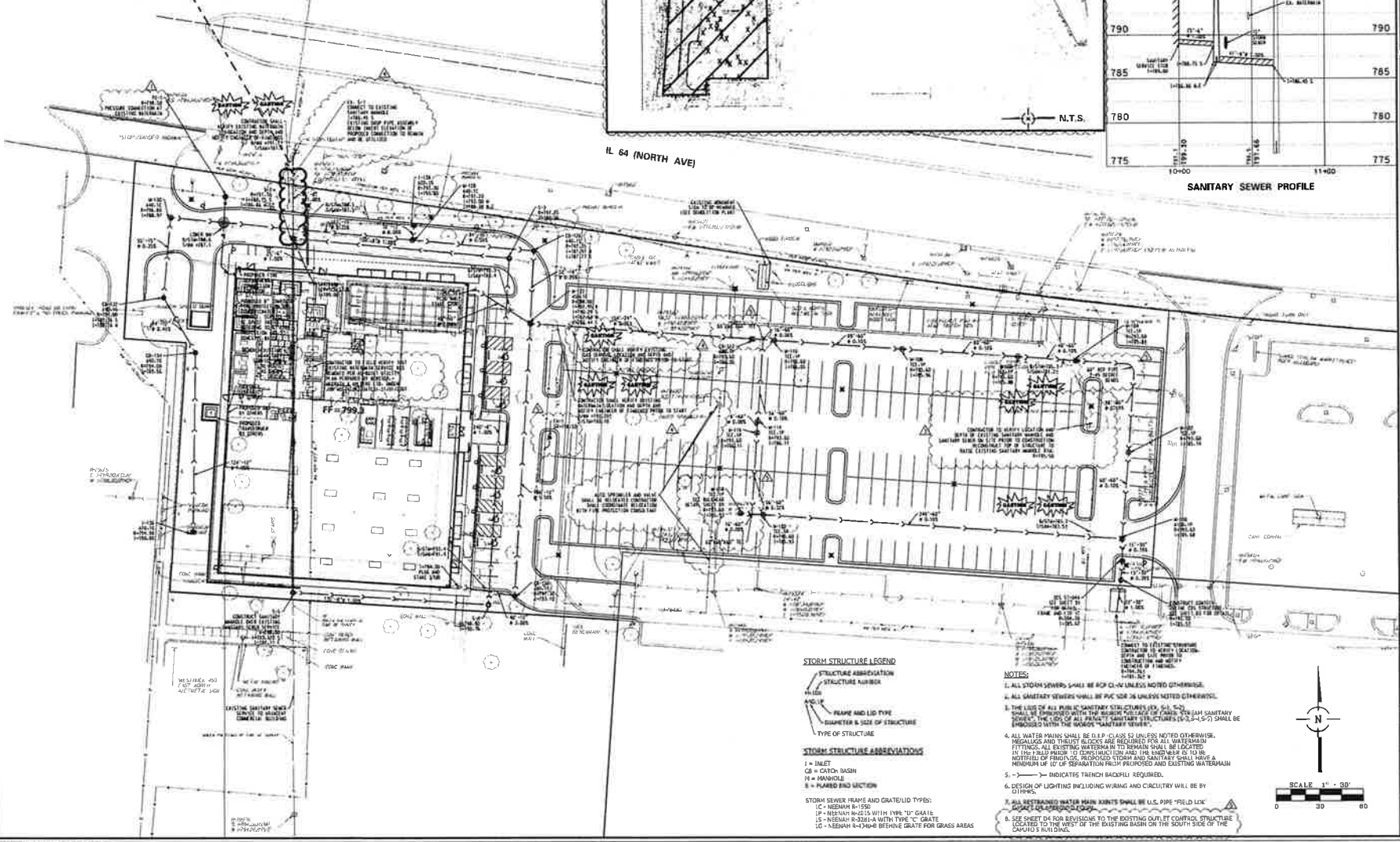
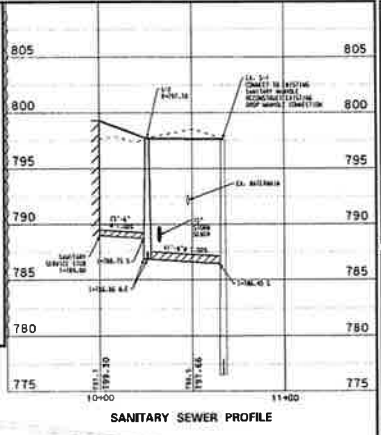
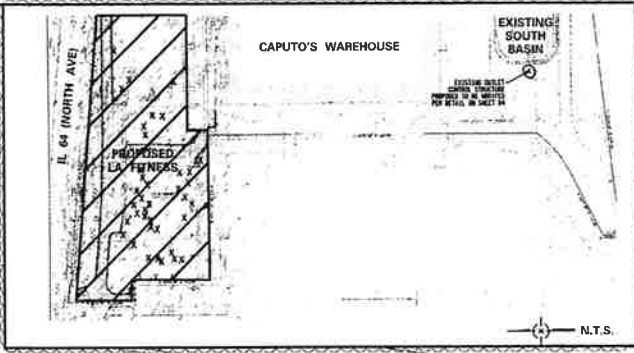
**Exhibit "1"**

**Utility Plan**

(attached)

# EXHIBIT "1"

BUBBLED AREA SHOWS PUBLIC SANITARY SEWER IMPROVEMENTS TRANSFERRED TO THE VILLAGE OF CAROL STREAM



**STORM STRUCTURE LEGEND**

STRUCTURE ABBREVIATION  
STRUCTURE NUMBER  
PIPE  
RAMP AND LID TYPE  
DIAMETER & SIZE OF STRUCTURE  
TYPE OF STRUCTURE

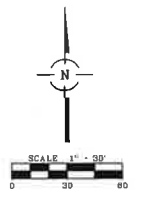
**STORM STRUCTURE ABBREVIATIONS**

I = INLET  
CB = CATCH BASIN  
H = MANHOLE  
B = PLANK END SECTION

**STORM SEWER FRAMES AND GRATE/LID TYPES:**  
IC - INSENAH R-150  
IF - INSENAH R-151 WITH 1/4" x 1/4" GRATE  
IS - INSENAH R-254-A WITH TYPE "C" GRATE  
IG - INSENAH R-254-B BENEVE GRATE FOR GRASS AREAS

**NOTES**

- ALL STORM SEWERS SHALL BE RCP 12" UNLESS NOTED OTHERWISE.
- ALL SANITARY SEWERS SHALL BE PVC 12" UNLESS NOTED OTHERWISE.
- THE LIDS OF ALL PUBLIC SANITARY STRUCTURES (EX. 2, 3, 5, 6) SHALL BE IDENTIFIED WITH THE REGULAR FIELD LID OF PUBLIC SANITARY STRUCTURES. THE LIDS OF ALL PUBLIC SANITARY STRUCTURES (EX. 2, 3, 5, 6) SHALL BE EMPLOYED WITH THE REGULAR "MARKETPLACE" LIDS.
- ALL WATER MAINS SHALL BE D.I.P. CLASS 52 UNLESS NOTED OTHERWISE. FITTINGS AND THROTTLE VALVES ARE REQUIRED FOR ALL WATERMAIN FITTINGS. ALL EXISTING WATERMAIN TO REMAIN SHALL BE LOCATED IN THE FIELD PRIOR TO CONSTRUCTION AND THE ADDRESS IS TO BE NOTIFIED OF THIS INFORMATION TO THE PUBLIC AND SHALL HAVE A MINIMUM OF 12" COVER. EXISTING WATERMAIN SHALL HAVE A MINIMUM OF 12" COVER. EXISTING WATERMAIN SHALL HAVE A MINIMUM OF 12" COVER.
- INDICATES TRAFFIC SIGNAGE REQUIRED.
- DESIGN OF LIGHTING INCLUDING WIRING AND CIRCULARITY WILL BE BY OTHERS.
- ALL BENEATHED WATER MAIN JOINTS SHALL BE U.S. PIPE "FIELD LOCK" JOINTS AS SPECIFIED.
- SEE SHEET D4 FOR REVISIONS TO THE EXISTING OUTLET CONTROL STRUCTURE LOCATED TO THE WEST OF THE EXISTING BASIN ON THE SOUTH SIDE OF THE CAPUTO'S BUILDING.



NO.	DATE	REVISIONS
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

UTILITY PLAN  
L.A. FITNESS MARKETPLACE  
AT CAROL STREAM MARKETPLACE  
CAROL STREAM, ILLINOIS

CONSULTING ENGINEER  
SITE DEVELOPMENT ENGINEER  
LID DESIGNER  
PROJECT: 2017-001  
DATE: 08/24/18  
JOB NO.: 10173

**SPACECO INC.**

FILENAME: 1017301  
DATE: 08/24/18  
JOB NO.: 10173  
SHEET: 9 OF 15

**470 E. North Avenue - 520 E. North Avenue, LLC. (LA Fitness Development)  
Inventory of Public Improvements**

ITEM	QUANTITY	UNIT	EST. UNIT PRICE	TOTAL
<b>Sanitary Sewer System</b>				
Connect to Existing Drop Manhole	1	EA	\$ 10,000.00	\$ 10,000.00
Sanitary Sewer, PVC, SDR 26, 8" DIA. (less than 15' Deep)	43	LF	\$ 50.00	\$ 2,150.00
Sanitary Manhole with Frame and Lid	1	EA	\$ 3,500.00	\$ 3,500.00
			<b>Sum of Improvements</b>	<b>\$ 15,650.00</b>

*Village of Carol Stream*  
Interdepartmental Memo

TO: Robert Mellor, Village Manager  
FROM: William N. Cleveland, Village Engineer *WB*  
DATE: September 28, 2021  
RE: Local Public Agency Amendment #1 for Federal Participation –  
Kuhn Road Bike Trail from Lies Road to Army Trail Road

In June of this year, the Village received an increase in ITEP grant funding of \$11,402 to help offset additional Design Engineering costs associated with project changes and delays. IDOT recently approved our submittals to amend the agreements to include this additional funding, and requested they be signed by the Village. This raises our ITEP funding for Design Engineering to \$91,372 (80%) with the Village share of \$22,843 (20%) funded from the Capital Projects Fund.

Staff therefore recommends that Local Public Agency Amendment #1 for Federal Participation be approved for the Kuhn Road Bike Trail project, and five (5) original copies be sent to IDOT for processing.

Attachment

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



Village of Carol Stream  
Location: Kuhn Road  
Section No.: 15-00060-00-BT  
Project No.: 10R3(723)  
Job No.: D-91-403-15  
DuPage County

**RESOLUTION NO.**

**RESOLUTION APPROVING LOCAL AGENCY AGREEMENT  
FOR FEDERAL PARTICIPATION  
KUHN ROAD BIKE TRAIL FROM LIES ROAD TO ARMY TRAIL ROAD – AMENDMENT #1**

WHEREAS, the Village of Carol Stream is attempting to improve a segment of Kuhn Road from Army Trail Road to Lies Road that is approximately 0.71 miles in length; and

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

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

NOW THEREFORE, BE IT RESOLVED by the Village of Carol Stream Board that Village of Carol Stream authorized twenty two thousand, eight hundred and forty three dollars, (\$22,843) or as much may be needed to match federal funds in the completion of MFT Section Number 15-00060-00-BT; and

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

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

PASSED AND APPROVED THIS 4<sup>th</sup> DAY OF OCTOBER, 2021.

AYES:

NAYS:

ABSENT:

\_\_\_\_\_  
Frank Saverino, Mayor

ATTEST:

\_\_\_\_\_  
Julia Schwarze, Village Clerk



**Local Public Agency Amendment  
# 1 for Federal Participation**



**LOCAL PUBLIC AGENCY**

Local Public Agency		County	Section Number
Village of Carol Stream		DuPage	15-00060-00-BT
Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
ITEP	131086	CMAP	08-14-0024

Construction on State Letting    Construction Local Letting    Day Labor    Local Administered Engineering    Right-of-Way

Construction		Engineering		Right of Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
		D-91-403-15	I0R3(723)		

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

**LOCATION**

Local Street/Road Name	Key Route	Length	Stationing	
Kuhn Road	FAU 2554	0.71 miles	From	To
			0.00	0.71
Location Termini				
Army Trail Road to Lies Road				
Current Jurisdiction	Existing Structure Number(s)		Add Location	
LPA	N/A		Remove	

**LOCAL PUBLIC AGENCY APPROPRIATION**

**For Amendments Increasing the LPA share:** By execution of this Amendment, the LPA attests that additional moneys have been appropriated or reserved by resolution or ordinance to fund the additional share of LPA project costs. A copy of the resolution or ordinance is attached as an addendum (required for increases to state-let contracts only).

**ADDENDA**

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

<input checked="" type="checkbox"/>	1.	Location Map
<input checked="" type="checkbox"/>	2.	Division of Cost
-		
Add Row		

BE IT MUTUALLY AGREED that all remaining provisions of the original agreement not altered by the amendment shall remain in full force and effect and the amendment shall be binding upon the inure to the benefit of the parties hereto, their successor and assigns.

The **LPA** further agrees as a condition of payment, that it accepts and will comply with the application provisions set forth in this amendment and all addenda indicated above.

**APPROVED**

Local Public Agency

Name of Official (Print or Type Name)

Frank Savarino

Title of Official

Mayor

Signature

Date

--	--

The above signature certifies the agency's Tin number is

362510906 conducting business as a Governmental Entity.

Duns Number 051080190

**APPROVED**

State of Illinois  
Department of Transportation

Omer Osman, P.E., Secretary of Transportation

Date

--	--

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets

Date

--	--

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer

Date

--	--

Yangu Kim, Chief Counsel

Date

--	--

Joanne Woodworth, Acting Chief Fiscal Officer

Date

--	--

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

**ADDENDA NUMBER 2**

Local Public Agency Village of Carol Stream	County DuPage	Section Number 15-00060-00-BT
--	------------------	----------------------------------

<b>Construction</b>		<b>Engineering</b>		<b>Right of Way</b>	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
		D-91-403-15	10R3(723)		

**DIVISION OF COST**

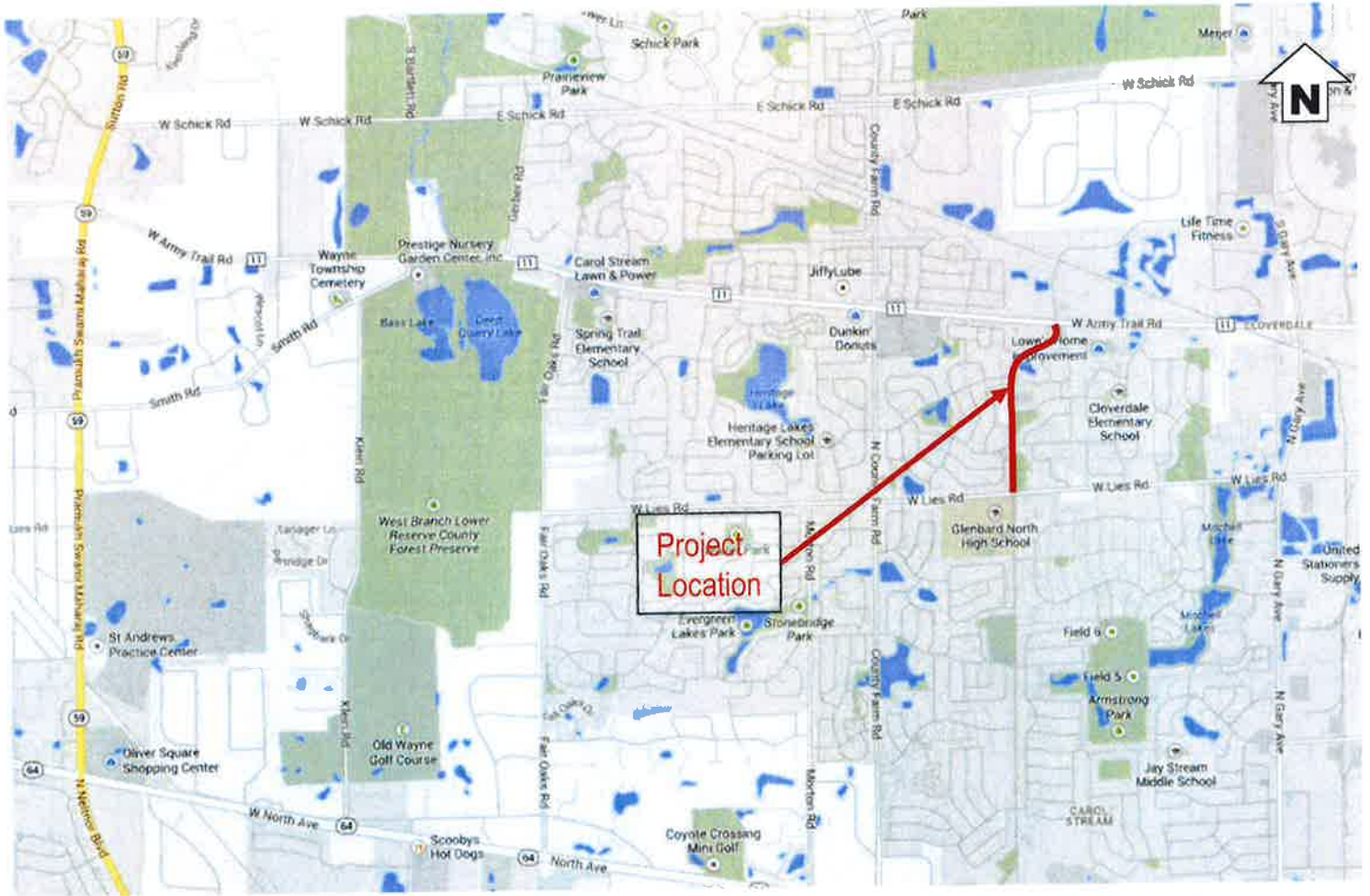
Type of Work	Federal Funds			State Funds			Local Public Agency			Totals
	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	
Preliminary Engineering	ITEP	\$91,372.00	*				LOCAL	\$22,843.00	BAL	\$114,215.00
<b>Total</b>		\$91,372.00		<b>Total</b>			<b>Total</b>		\$22,843.00	\$114,215.00

**Add**

If funding is not a percentage of the total place an asterisk (\*) in the space provided for the percentage and explain below:  
 \*MAXIMUM FEDERAL (ITEP) PARTICIPATION 80% NTE \$91,372.00

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

# Location Map



**EXHIBIT A - Project Map**  
Kuhn Road Bikeway  
Lies Road to Army Trail Road  
Village of Carol Stream

*Village of Carol Stream*  
Interdepartmental Memo

TO: Robert Mellor, Village Manager  
FROM: William N. Cleveland, Village Engineer  
DATE: September 30, 2021  
RE: Local Public Agency Engineering Services Agreement Supplement #1  
Kuhn Road Bike Trail from Army Trail Road to Lies Road

In August of 2020, the Village approved a contract for the design engineering of the Kuhn Road Bike Trail in the amount of \$102,701 (\$102,813 maximum per the IDOT agreement). Due to IDOT delays from the time the preliminary design report was approved in April of 2018, many of the clearances previously granted have expired and costs have increased. We therefore requested an additional \$11,402 to help pay for these increases, bringing the total amended agreement to \$114,215.

IDOT recently approved our submittals to revise the agreements including this additional funding, and requested they be signed by the Village. This raises our ITEP funding for Design Engineering to \$91,372 (80%) with the Village share of \$22,843 (20%) funded from the Capital Projects fund. Actual costs will be based on consultant billing.

Staff therefore recommends that Local Public Agency Engineering Services Agreement Supplement #1 in the amount of \$11,402 be approved for the Kuhn Road Bike Trail project, and four (4) original copies be sent to IDOT for processing.

Attachment

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

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE EXECUTION OF  
AN ILLINOIS DEPARTMENT OF TRANSPORTATION  
PRELIMINARY ENGINEERING SERVICES AGREEMENT SUPPLEMENT #1  
FOR FEDERAL PARTICIPATION WITH REGARD TO KUHN ROAD  
BIKE TRAIL FROM ARMY TRAIL ROAD TO LIES ROAD**

WHEREAS, the Mayor and Board of Trustees of the Village of Carol Stream have determined that it is in the best interest of the Village to enter into an Illinois Department of Transportation Preliminary Engineering Services Agreement Supplement #1 for Federal Participation with regard to Kuhn Road Bike Trail from Army Trail Road to Lies Road attached hereto as Exhibit "A", and by this reference incorporated herein.

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

SECTION 1: That the Mayor and Village Clerk of the Village of Carol Stream be and the same are hereby authorized to execute the Illinois Department of Transportation Agreement, in the appropriate form, attached hereto as Exhibit "A".

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

PASSED AND APPROVED THIS 4<sup>th</sup> DAY OF OCTOBER, 2021.

AYES:

NAYS:

ABSENT:

---

Frank Saverino, Sr., Mayor

ATTEST:

---

Julia Schwarze, Village Clerk



# Local Public Agency Engineering Services Agreement



Using Federal Funds?  Yes  No

Agreement For:  Agreement Type:  Number:

### LOCAL PUBLIC AGENCY

Local Public Agency:  County:  Section Number:  Job Number:

Project Number:  Contact Name:  Phone Number:  Email:

### SECTION PROVISIONS

Local Street/Road Name:  Key Route:  Length:  Structure Number:

Location Termini:

Project Description:

Engineering Funding:  Federal  MFT/TBP  State  Other

Anticipated Construction Funding:  Federal  MFT/TBP  State  Other

### AGREEMENT FOR

Phase I - Preliminary Engineering  Phase II - Design Engineering

### CONSULTANT

Consultant (Firm) Name:  Contact Name:  Phone Number:  Email:

Address:  City:  State:  Zip Code:

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

- Regional Engineer: Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
- Resident Construction Supervisor: Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
- In Responsible Charge Contractor: A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded



**AGREEMENT EXHIBITS**

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Direct Costs Check Sheet
- EXHIBIT D: Qualification Based Selection (QBS) Checklist
- EXHIBIT E: Cost Plus Fixed Fee Cost Estimate of Consultant Services Worksheet (BLR 05513 or BLR 05514 )
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**I. THE ENGINEER AGREES,**

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of United States Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
9. That none of the services to be furnished by the ENGINEER shall be sublet assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
10. For Preliminary Engineering Contracts:
  - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
  - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affix the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
  - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See Exhibit C).

**II. THE LPA AGREES,**

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:
  - (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit D is required to be completed with this AGREEMENT.
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.

3. To pay the ENGINEER:
- (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
  - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

Lump Sum

Specific Rate

Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where  $FF = (0.33 + R) DL + \%SubDL$ , where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).
6. To certify by execution of the AGREEMENT that the selection of the ENGINEER was performed in accordance with the Local Government Professional Services Selection Act 50 ILCS 510, the Brooks Act 40 USC 11, and Procurement, Management, and Administration of Engineering and Design related Services (23 CRF part 172). Exhibit C is required to be completed with this agreement.

### III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT: the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.  
The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
4. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.
5. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this

AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.

6. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. The ENGINEER and LPA certify that their respective firm or agency:
  - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
  - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
  - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
  - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
  - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
  - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph e and
  - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State or local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this certification, an explanation shall be attached to this AGREEMENT.

9. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes include but are not limited to: acts of God or a public enemy; act of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

10. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

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

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

- (a) Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  - (2) Specifying actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (a) abide by the terms of the statement; and
    - (b) notify the employer of any criminal drug statue conviction for a violation occurring int he workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's or contractor's policy of maintain a drug free workplace;

- (3) Any available drug counseling, rehabilitation and employee assistance program; and
- (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future project. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 12. For Preliminary Engineering Contracts:
  - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
  - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

**AGREEMENT SUMMARY**

Prime Consultant	TIN/FEIN/SS Number	Agreement Amount
TranSystems Corporation	43-0839725	\$7,905.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
- Huff & Huff, Inc	36-3044842	\$3,497.00
Subconsultant Total		\$3,497.00
Prime Consultant Total		\$7,905.00
Total for all work		\$11,402.00
Add Subconsultants		

**AGREEMENT SIGNATURES**

Executed by the LPA:

Attest: The  Local Public Agency Type of  Name of Local Public Agency  
 Carol Stream (V)


By  Date  By  Date

Name of Local Public Agency  Local Public Agency Type  Title   
 Carol Stream (V)  Clerk

(SEAL)

Executed by the ENGINEER:

Attest:  Consultant (Firm) Name  
 TranSystems Corporation

By  Date  By  Date   
 9/28/2021  9/28/2021

Title  Title   
 Assistant Vice President  Principal

**FOR FEDERAL PARTICIPATION PROJECTS****EXHIBIT A  
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

Kuhn Road Bike Path  
Village of Carol Stream  
Lies Road to Army Trail Road

**Phase II Engineering Services****1. Additional Cost from Project Delay (51 hrs)**

The extension of the project duration requires additional project coordination, including e-mails, calls, virtual meetings, and discussions with Village and IDOT. The original 18-month Phase 2 design contract was initiated in mid-2020 so project administration will end in late 2021. We will continue to provide project administration and anticipate it lasting through middle of 2022. The additional 6 months at 4 per month is 24 hours. Escalation accounts for the increase in staff salaries over the life of a contract.

**2. New PESA (4 hrs)**

Due to the delayed start from Phase 1 to Phase 2 was more than 3 years, a full PESA is required rather than the updated PESA scoped in the original agreement. Huff & Huff's fee is \$3,497. We estimate 4 hours for coordination.

Local Public Agency	County	Section Number
Carol Stream (V)	DuPage	15-00060-00-BT

**EXHIBIT B  
PROJECT SCHEDULE**

Pre-final PS&E - 8/13/2021  
Final PS&E - 10/4/2021  
ROW Certification - 12/1/2021  
Letting - 1/21/2022

Carol Stream (V)

DuPage

15-00060-00-BT

**Exhibit C  
Direct Costs Check Sheet**

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

Item	Allowable	Quantity	Contract Rate	Total
<input type="checkbox"/> Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			
<input type="checkbox"/> Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			
<input type="checkbox"/> Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			
<input type="checkbox"/> Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			
<input type="checkbox"/> Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			
<input type="checkbox"/> Vehicle Rental	Actual cost (Up to \$55/day)			
<input type="checkbox"/> Tolls	Actual cost			
<input type="checkbox"/> Parking	Actual cost			
<input type="checkbox"/> Overtime	Premium portion (Submit supporting documentation)			
<input type="checkbox"/> Shift Differential	Actual cost (Based on firm's policy)			
<input type="checkbox"/> Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Project Specific Insurance	Actual Cost			
<input type="checkbox"/> Monuments (Permanent)	Actual Cost			
<input type="checkbox"/> Photo Processing	Actual Cost			
<input type="checkbox"/> 2-Way Radio (Survey or Phase III Only)	Actual Cost			
<input type="checkbox"/> Telephone Usage (Traffic System Monitoring Only)	Actual Cost			
<input type="checkbox"/> CADD	Actual cost (Max \$15/hour)			
<input type="checkbox"/> Web Site	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Advertisements	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Recording Fees	Actual Cost			
<input type="checkbox"/> Transcriptions (specific to project)	Actual Cost			
<input type="checkbox"/> Courthouse Fees	Actual Cost			
<input type="checkbox"/> Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Testing of Soil Samples	Actual Cost			
<input type="checkbox"/> Lab Services	Actual Cost (Provide breakdown of each cost)			
<input type="checkbox"/> Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<b>Total Direct Costs</b>				



Carol Stream (V)

DuPage

15-00060-00-BT

**Exhibit D  
Qualification Based Selection (QBS) Checklist**

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

Form Not Applicable (engineering services less than the threshold)

**Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.**

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If yes Due date of submittal

Method(s) used for advertisement and dates of advertisement

5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Project Criteria	Weighting
- Technical Approach	20%
- Similar Experience	10%
- Project Team	20%
- Specialized Expertise	20%
- Work Load Capacity	10%
- Past Performance	10%
- Local Presence	5%
- DBE Participation	5%

Add

8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Selection committee (titles) for this project

Top three consultants ranked for this project in order

1	<input type="text" value="TranSystems Corporation"/>
2	<input type="text" value="Patrick Engineering"/>
3	<input type="text" value="V3 Companies"/>

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Local Public Agency		County	Section Number	
Carol Stream (V)		DuPage	15-00060-00-BT	
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
14	QBS according to State requirements used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
15	Existing relationship used in lieu of QBS process?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
16	LPA is a home rule community (Exempt from QBS).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	



<b>Local Public Agency</b> Village of Carol Stream	<b>County</b> DuPage	<b>Section Number</b> 15-00060-00-BT
<b>Consultant (Firm) Name</b> TranSystems Corporation	<b>Prepared By</b> Dave Block	<b>Date</b> 6/1/2021

### PAYROLL ESCALATION TABLE

CONTRACT TERM	14	MONTHS	OVERHEAD RATE	148.69%
START DATE	6/1/2021		COMPLEXITY FACTOR	0
RAISE DATE	4/1/2022		% OF RAISE	2.00%
END DATE	7/31/2022			

### ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	6/1/2021	4/1/2022	10	71.43%
1	4/2/2022	8/1/2022	4	29.14%

---

The total escalation = 0.57%

<b>Local Public Agency</b>	<b>County</b>	<b>Section Number</b>
Village of Carol Stream	DuPage	15-00060-00-BT

**MAXIMUM PAYROLL RATE** 78.00  
**ESCALATION FACTOR** 0.57%

### PAYROLL RATES

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Engineer 5 (E5)	\$78.00	\$78.00
Engineer 4 (E4)	\$74.47	\$74.90
Engineer 3 (E3)	\$63.25	\$63.61
Engineer 2 (E2)	\$46.43	\$46.70
Engineer 1 (E1)	\$34.56	\$34.76
Planner 5 (P5)	\$78.00	\$78.00
Planner 4 (P4)	\$64.12	\$64.49
Planner 3 (P3)	\$44.83	\$45.09
Architect 5 (AR5)	\$78.00	\$78.00
Architect 4 (AR4)	\$74.17	\$74.59
Architect 3 (AR3)	\$51.85	\$52.15
Architect 2 (AR2)	\$41.57	\$41.81
Architect 1 (AR1)	\$35.66	\$35.86
Environmental Scientist 4 (SC4)	\$78.00	\$78.00
Industry Specialist 3 (IS3)	\$56.86	\$57.18
Construction Services 4 (CS4)	\$52.67	\$52.97
Construction Services 2 (CS2)	\$31.00	\$31.18
Technician 3 (T3)	\$37.08	\$37.29
Technician 1 (T1)	\$19.80	\$19.91
Administrative 3 (A3)	\$53.00	\$53.30
Administrative 2 (A2)	\$35.86	\$36.06
Administrative 1 (A1)	\$25.50	\$25.65



**Local Public Agency**

Village of Carol Stream

**County**

DuPage

**Section Number**

15-00060-00-BT

**AVERAGE HOURLY PROJECT RATES**

Exhibit E Cost Estimate of Consultants Services Worksheet Fixed Raise

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			1. Additional Cost from Project Delay			2. New PESA											
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Engineer 5 (E5)	78.00	2.0	3.64%	2.84	2	3.92%	3.06												
Engineer 4 (E4)	74.90	10.0	18.18%	13.62	8	15.69%	11.75	2	50.00%	37.45									
Engineer 3 (E3)	63.61	5.0	9.09%	5.78	5	9.80%	6.24												
Engineer 2 (E2)	46.70	22.0	40.00%	18.68	20	39.22%	18.31	2	50.00%	23.35									
Engineer 1 (E1)	34.76	16.0	29.09%	10.11	16	31.37%	10.90												
Planner 5 (P5)	78.00	0.0																	
Planner 4 (P4)	64.49	0.0																	
Planner 3 (P3)	45.09	0.0																	
Architect 5 (AR5)	78.00	0.0																	
Architect 4 (AR4)	74.59	0.0																	
Architect 3 (AR3)	52.15	0.0																	
Architect 2 (AR2)	41.81	0.0																	
Architect 1 (AR1)	35.86	0.0																	
Environmental Scientist 4 (E4)	78.00	0.0																	
Industry Specialist 3 (IS3)	57.18	0.0																	
Construction Services 4 (C4)	52.97	0.0																	
Construction Services 2 (C2)	31.18	0.0																	
Technician 3 (T3)	37.29	0.0																	
Technician 1 (T1)	19.91	0.0																	
Administrative 3 (A3)	53.30	0.0																	
Administrative 2 (A2)	36.06	0.0																	
Administrative 1 (A1)	25.65	0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
<b>TOTALS</b>		55.0	100%	\$51.03	51.0	100.00%	\$50.26	4.0	100%	\$60.80	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00



A Subsidiary of GZA



February 3, 2021

via email: [dwblock@transystems.com](mailto:dwblock@transystems.com)

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

**Re: Phase II Environmental Services – Kuhn Road Trail (Lies Road to Army Trail)  
Village of Carol Stream, DuPage County, Illinois  
Proposal No. 81.PT00148.21 (Supplement to Proposal 81.PT00036.19)**

Dear Mr. Block:

Huff & Huff, Inc., a subsidiary of GZA GeoEnvironmental, Inc. (Consultant) is pleased to submit this proposal as a supplement to the original proposal (81.PT00036.19 dated May 16, 2018) to complete a Preliminary Environmental Site Assessment (PESA). This proposal presents our project understanding and the scope of services.

Consultant previously completed the Preliminary Environmental Site Assessment (PESA) for the project, dated August 2016 and according to the BDE and BLRS Manuals, a new PESA is required after three (3) years have lapsed since the date of the original PESA. The findings of the PESA indicate that one (1) site was identified as potentially impacted property (PIP) that have the potential to affect the proposed construction, including the following:

Site Name	PESA Site ID	Address	Reason(s)
7-11 Gas Station #33408	14	550 West Army Trail Road, Carol Stream	Active gasoline station, USTs

**1. SCOPE OF SERVICES**

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

**Task 1 – Preliminary Environmental Site Assessment (PESA)**

A PESA will be completed for local roads portions of the project and the process will follow general protocols contained within:

- A Manual for Conducting Preliminary Environmental Site Assessments for Illinois Department of Transportation (IDOT) Highway Projects (Erdmann et al., 2012)
- ASTM International (ASTM) standard 1527-13
- The IDOTs Bureau of Design and Environment (BDE) Procedure Memorandum Number 10-07, *Special Waste Procedures*. This memo was incorporated into Chapter 27-3 of the IDOT BDE Manual in June 2012.
- IDOT Bureau of Local Roads and Streets (BLRS) Manual, Chapter 20-12, Special Waste, July 2013.
- Public Act 96-1416

GEOTECHNICAL  
ENVIRONMENTAL  
ECOLOGICAL  
WATER  
CONSTRUCTION MANAGEMENT

915 Harger Road  
Suite 230  
Oak Brook, IL 60521  
T: 630.684.9100  
F: 630.684.9120  
[www.huffhuff.com](http://www.huffhuff.com)  
[www.gza.com](http://www.gza.com)



- Clean Construction or Demolition Debris Fill Operations (CCDD) and Uncontaminated Soil Fill Operations: Amendments to 35 Illinois Administrative Code 1100. Effective on August 27, 2012.

#### **A. Historical Research**

The site's historical land use/ownership record will be developed from standard historical sources. Historic aerial photographs will be reviewed to identify land use over time and potential areas of environmental concern, such as areas of surface disturbance and outside storage.

#### **B. Site Evaluation**

Current environmental features and conditions of sites adjacent to the right-of-way/project area will be evaluated. A site walkover of potential right-of-way/project areas designated for excavation and/or acquisition will be conducted for first-hand evaluation of current environmental conditions within the project limits. All of the features and conditions listed above will be investigated and, as appropriate, documented in photographs. The land-use and housekeeping practices of adjacent properties also will be evaluated in accordance with ASTM protocols.

#### **C. Records Review**

Direct costs were included in the original scope for a PESA update, therefore additional direct costs have not been included in those supplemental scope.

A records review will be conducted to assess potential environmental concerns within the study area. It will include a search of standard state and federal environmental record databases in accordance with the specifications of ASTM standards. This search is based on the outline of the study area.

Specifically, Consultant will search each database to identify any potential sources requiring further investigation. As appropriate, Freedom of Information Act (FOIA) requests will be filed with the IEPA to obtain additional data pertaining to identified sites.

#### **D. Report Preparation**

A PESA Report summarizing the results of the evaluation will be prepared. The following information will be included in this report:

- a) The project location and description
- b) Historical uses of corridor.
- c) The area geology and hydrology.
- d) The environmental status of sites adjacent to the corridor regarding chemical use and storage, underground and aboveground storage tanks, solid waste, special waste, and hazardous waste, and PCBs.
- e) An analysis of the site inspection.
- f) A summary of the findings regarding environmental concerns. This will include IDOT's BDE Manual Chapter 27-3, Special Waste Procedures, and identification of Potentially Impacted Properties (PIPs) per Subpart F, Section 1100, 35 IAC, related to Clean Construction or Demolition Debris management.

#### **E. Project Management and QAQC**

Time under this task includes project administration and management activities that include cost and schedule tracking, coordination with Client on authorized activities, memo production and other in-house management activities, and task closeout, and QA/QC time for the PESA Report as described above.





## **2. LEVEL OF EFFORT AND SCHEDULE**

The fee associated with the proposed scope of services is presented on the attached IDOT cost plus fixed fee (CPFF) spreadsheets and is estimated at \$3,497 for the scope identified above as a supplement to the existing contract for Phase II Services (\$9,999.86 per IDOT revisions). Work will commence within 5 business days of project approval, with a target completion date of six weeks from the date of approval.



<b>Local Public Agency</b> Village of Carol Stream	<b>County</b> DuPage	<b>Section Number</b> 15-00060-00-BT
<b>Consultant (Firm) Name</b> Huff & Huff, Inc.	<b>Prepared By</b> Maureen Wunderlich	<b>Date</b> 9/27/2021

**PAYROLL ESCALATION TABLE**

CONTRACT TERM	14	MONTHS	OVERHEAD RATE	182.42%
START DATE	6/1/2021		COMPLEXITY FACTOR	0
RAISE DATE	3/1/2022		% OF RAISE	2.00%
END DATE	7/31/2022			

**ESCALATION PER YEAR**

Year	First Date	Last Date	Months	% of Contract
0	6/1/2021	3/1/2022	9	64.29%
1	3/2/2022	8/1/2022	5	36.43%

---

**The total escalation = 0.71%**

<b>Local Public Agency</b>	<b>County</b>	<b>Section Number</b>
Village of Carol Stream	DuPage	15-00060-00-BT

<b>MAXIMUM PAYROLL RATE</b>	<b>78.00</b>
<b>ESCALATION FACTOR</b>	<b>0.71%</b>

### PAYROLL RATES

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

<b>CLASSIFICATION</b>	<b>IDOT PAYROLL RATES ON FILE</b>	<b>CALCULATED RATE</b>
Associate Principal II	\$69.10	\$69.59
Associate Principal I	\$62.14	\$62.58
Senior Consultant	\$70.16	\$70.66
Senior Project Manager III	\$61.88	\$62.32
Senior Project Manager II	\$50.21	\$50.57
Senior Project Manager I	\$43.74	\$44.05
Senior Landscape Architect	\$55.01	\$55.40
Senior Planning PM	\$51.85	\$52.22
Senior Geologist PM	\$54.03	\$54.42
Senior Technical Specialist I	\$50.43	\$50.79
Senior Scientist PM II	\$51.49	\$51.86
Senior Technical Scientist	\$48.82	\$49.17
Scientist PM II	\$46.53	\$46.86
Scientist PM I	\$39.16	\$39.44
Assistant PM Scientist	\$32.81	\$33.04
Environmental Engineer PM I	\$42.37	\$42.67
Geotechnical Engineer PM I	\$39.19	\$39.47
Architect PM	\$45.19	\$45.51
Assistant PM Engineer I	\$38.89	\$39.17
Engineer I	\$29.63	\$29.84
Scientist E1	\$29.93	\$30.14
Scientist E2	\$24.72	\$24.90
Technical Graphics Technician	\$24.60	\$24.78
Administrative Managers	\$44.42	\$44.74
Senior Administrative Assistant	\$31.22	\$31.44
Lead Word Processor	\$38.77	\$39.05

**Local Public Agency**

**County**

**Section Number**

Village of Carol Stream

DuPage

15-00060-00-BT

**COST ESTIMATE WORKSHEET**

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

OVERHEAD RATE 182.42%

COMPLEXITY FACTOR 0

TASK	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	DIRECT COSTS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
PESA (Supplement)	33	1,103	2,012	18	364		3,497	100.00%
<b>Subconsultant DL</b>					0			
<b>TOTALS</b>	<b>33</b>	<b>1,103</b>	<b>2,012</b>	<b>18</b>	<b>364</b>	<b>-</b>	<b>3,497</b>	<b>100.00%</b>

3,115

**Local Public Agency**

**County**

**Section Number**

Village of Carol Stream

DuPage

15-00060-00-BT

**AVERAGE HOURLY PROJECT RATES**

**Exhibit E Cost Estimate of Consultants Services Worksheet Fixed Raise**

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			PESA (Supplement)											
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Associate Principal II	69.59	0.0														
Associate Principal I	62.58	1.0	3.03%	1.90	1	3.03%	1.90									
Senior Consultant	70.66	0.0														
Senior Project Manager III	62.32	0.0														
Senior Project Manager II	50.57	0.0														
Senior Project Manager I	44.05	0.0														
Senior Landscape Architect	55.40	0.0														
Senior Planning PM	52.22	0.0														
Senior Geologist PM	54.42	3.0	9.09%	4.95	3	9.09%	4.95									
Senior Technical Specialist I	50.79	0.0														
Senior Scientist PM II	51.86	0.0														
Senior Technical Scientist	49.17	0.0														
Scientist PM II	46.86	0.0														
Scientist PM I	39.44	0.0														
Assistant PM Scientist	33.04	8.0	24.24%	8.01	8	24.24%	8.01									
Environmental Engineer PM I	42.67	0.0														
Geotechnical Engineer PM I	39.47	0.0														
Architect PM	45.51	0.0														
Assistant PM Engineer I	39.17	0.0														
Engineer I	29.84	0.0														
Scientist E1	30.14	16.0	48.48%	14.62	16	48.48%	14.62									
Scientist E2	24.90	0.0														
Technical Graphics Technician	24.78	4.0	12.12%	3.00	4	12.12%	3.00									
Administrative Managers	44.74	0.0														
Senior Administrative Assistant	31.44	1.0	3.03%	0.95	1	3.03%	0.95									
Lead Word Processor	39.05	0.0														
		0.0														
<b>TOTALS</b>		33.0	100%	\$33.43	33.0	100.00%	\$33.43	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00


**HUFF & HUFF, INC.**  
**SUMMARY OF INHOUSE DIRECT COSTS**  
 Project: TS Kuhn Rd Bikeway Supplement (PESA)

						<u>DIRECT</u>
<b><i>Task 1: PESA (Supplement)</i></b>						
Trips - Company	26 miles	x	1 x	\$ 0.56	=	\$ 14.56
Tolls	ea	x	2 x	\$ 1.50	=	\$ 3.00
<b>Task Total</b>						<b>\$ 17.56</b>

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**GRAND TOTAL      \$    17.56**

*Village of Carol Stream*  
Interdepartmental Memo

TO: Robert Mellor, Village Manager  
FROM: William N. Cleveland, Village Engineer   
DATE: September 28, 2021  
RE: Local Public Agency Amendment #1 for Federal Participation –  
Lies Road Bike Trail from Gary Avenue to Schmale Road

In June of this year, the Village received an increase in ITEP grant funding of \$13,488 to help offset additional Design Engineering costs associated with project changes and delays. IDOT recently approved our submittals to amend the agreements to include this additional funding, and requested they be signed by the Village. This raises our ITEP funding for Design Engineering to \$98,390 (80%) with the Village share of \$24,598 (20%) funded from the Capital Projects fund.

Staff therefore recommends that Local Public Agency Amendment #1 for Federal Participation be approved for the Lies Road Bike Trail project, and five (5) original copies be sent to IDOT for processing.

Attachment

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

Village of Carol Stream

Location: Lies Road  
Section No.: 15-00061-00-BT  
Project No.: BPDW(538)  
Job No.: D-91-409-15  
DuPage County

**RESOLUTION NO.**

**RESOLUTION APPROVING LOCAL AGENCY AGREEMENT  
FOR FEDERAL PARTICIPATION  
LIES ROAD BIKE TRAIL FROM GARY AVENUE TO SCHMALE ROAD – AMENDMENT #1**

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

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

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

NOW THEREFORE, BE IT RESOLVED by the Village of Carol Stream Board that Village of Carol Stream authorized twenty four thousand, five hundred and ninety eight dollars, (\$24,598) or as much may be needed to match federal funds in the completion of MFT Section Number 15-00061-00-BT; and

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

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

PASSED AND APPROVED THIS 4<sup>th</sup> DAY OF OCTOBER, 2021.

AYES:

NAYS:

ABSENT:

\_\_\_\_\_  
Frank Saverino, Mayor

ATTEST:

\_\_\_\_\_  
Julia Schwarze, Village Clerk





**Local Public Agency Amendment  
# 1 for Federal Participation**



**LOCAL PUBLIC AGENCY**

Local Public Agency		County	Section Number
Village of Carol Stream		DuPage	15-00061-00-BT
Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
ITEP	131098	CMAP	08-14-0022

Construction on State Letting    Construction Local Letting    Day Labor    Local Administered Engineering    Right-of-Way

Construction		Engineering		Right of Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
		D-91-409-15	BPDW(538)		

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

**LOCATION**

Local Street/Road Name	Key Route	Length	Stationing	
Lies Road	FAU 1375	1.02 miles	From	To
			2.83	3.85
Location Termini				
Gary Avenue to Schamale Road				
Current Jurisdiction	Existing Structure Number(s)		Add Location	
LPA	N/A		Remove	

**LOCAL PUBLIC AGENCY APPROPRIATION**

**For Amendments Increasing the LPA share:** By execution of this Amendment, the LPA attests that additional moneys have been appropriated or reserved by resolution or ordinance to fund the additional share of LPA project costs. A copy of the resolution or ordinance is attached as an addendum (required for increases to state-let contracts only).

**ADDENDA**

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

<input checked="" type="checkbox"/>	1.	Location Map
<input checked="" type="checkbox"/>	2.	Division of Cost
<input type="checkbox"/>		
Add Row		

BE IT MUTUALLY AGREED that all remaining provisions of the original agreement not altered by the amendment shall remain in full force and effect and the amendment shall be binding upon the inure to the benefit of the parties hereto, their successor and assigns.

The **LPA** further agrees as a condition of payment, that it accepts and will comply with the application provisions set forth in this amendment and all addenda indicated above.

**APPROVED**

Local Public Agency

Name of Official (Print or Type Name)

Frank Saverino

Title of Official

Mayor

Signature

Date

--	--

The above signature certifies the agency's Tin number is

362510906 conducting business as a Governmental Entity.

Duns Number 051080190

**APPROVED**

State of Illinois  
Department of Transportation

Omer Osman, P.E., Secretary of Transportation

Date

--	--

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets

Date

--	--

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer

Date

--	--

Yangsui Kim, Chief Counsel

Date

--	--

Joanne Woodworth, Acting Chief Fiscal Officer

Date

--	--

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

**ADDENDA NUMBER 2**

Local Public Agency Village of Carol Stream	County DuPage	Section Number 15-00061-00-BT
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<b>Construction</b>		<b>Engineering</b>		<b>Right of Way</b>	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
		D-91-409-15	BPDW(538)		

**DIVISION OF COST**

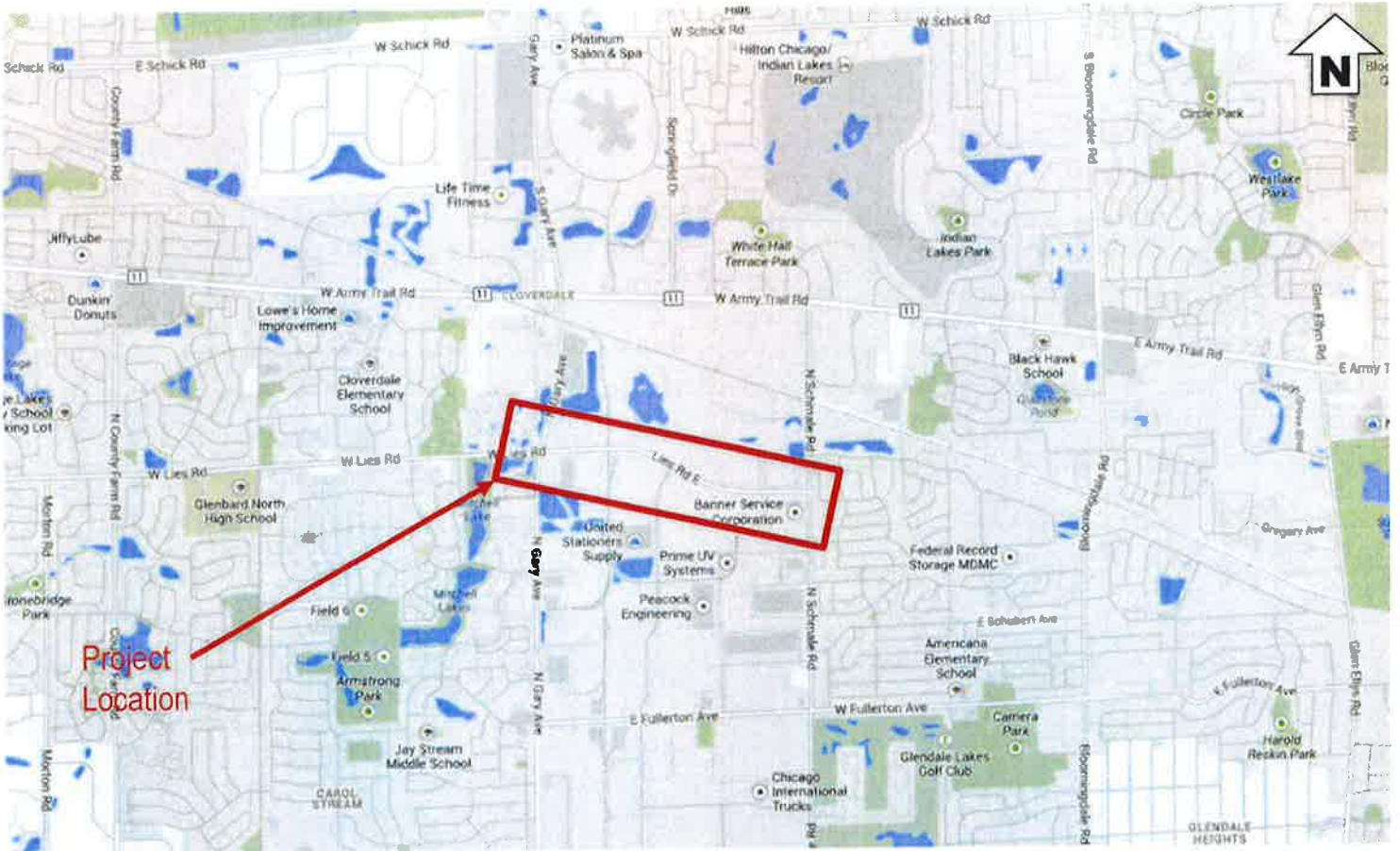
Type of Work	Federal Funds			State Funds			Local Public Agency			Totals
	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	
Preliminary Engineering	ITEP	\$98,390.00	*				LOCAL	\$24,598.00	BAL	\$122,988.00
<b>Total</b>		\$98,390.00		<b>Total</b>			<b>Total</b>		\$24,598.00	\$122,988.00

**Add**

If funding is not a percentage of the total place an asterisk (\*) in the space provided for the percentage and explain below:  
 \*MAXIMUM FEDERAL (ITEP) PARTICIPATION 80% NTE \$98,390.00

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

# Location Map



## **EXHIBIT A - Project Map**

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

*Village of Carol Stream*  
Interdepartmental Memo

TO: Robert Mellor, Village Manager  
FROM: William N. Cleveland, Village Engineer  
DATE: September 30, 2021  
RE: Local Public Agency Engineering Services Agreement Supplement #1  
Lies Road Bike Trail from Gary Avenue to Schmale Road

In October of 2019, the Village approved a contract for the design engineering of the Lies Road Bike Trail in the amount of \$109,421 (\$109,500 maximum per the IDOT agreement). Due to IDOT delays from the time the preliminary design report was approved in April of 2018, many of the clearances previously granted have expired and costs have increased. We therefore requested an additional \$13,488 to help pay for these increases, bringing the total amended agreement to \$122,988.

IDOT recently approved our submittals to revise the agreements including this additional funding, and requested they be signed by the Village. This raises our ITEP funding for Design Engineering to \$98,390 (80%) with the Village share of \$24,598 (20%) funded from the Capital Projects fund. Actual costs will be based on consultant billing.

Staff therefore recommends that Local Public Agency Engineering Services Agreement Supplement #1 in the amount of \$13,488 be approved for the Lies Road Bike Trail project, and four (4) original copies be sent to IDOT for processing.

Attachment

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

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE EXECUTION OF  
AN ILLINOIS DEPARTMENT OF TRANSPORTATION  
PRELIMINARY ENGINEERING SERVICES AGREEMENT SUPPLEMENT #1  
FOR FEDERAL PARTICIPATION WITH REGARD TO LIES ROAD BIKE PATH  
EXTENSION FROM GARY AVENUE TO SCHMALE ROAD**

WHEREAS, the Mayor and Board of Trustees of the Village of Carol Stream have determined that it is in the best interest of the Village to enter into an Illinois Department of Transportation Preliminary Engineering Services Agreement Supplement #1 for Federal Participation with regard to Lies Road Bike Path Extension from Gary Avenue to Schmale Road attached hereto as Exhibit "A", and by this reference incorporated herein.

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

SECTION 1: That the Mayor and Village Clerk of the Village of Carol Stream be and the same are hereby authorized to execute the Illinois Department of Transportation Agreement, in the appropriate form, attached hereto as Exhibit "A".

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

PASSED AND APPROVED THIS 4<sup>th</sup> DAY OF OCTOBER, 2021.

AYES:

NAYS:

ABSENT:

\_\_\_\_\_  
Frank Saverino, Sr., Mayor

ATTEST:

\_\_\_\_\_  
Julia Schwarze, Village Clerk



# Local Public Agency Engineering Services Agreement



Using Federal Funds?  Yes  No

Agreement For:

Agreement Type:  Number:

### LOCAL PUBLIC AGENCY

Local Public Agency:  County:  Section Number:  Job Number:

Project Number:  Contact Name:  Phone Number:  Email:

### SECTION PROVISIONS

Local Street/Road Name:  Key Route:  Length:  Structure Number:

Location Termini:

Project Description  
 Carol Stream is proposing an off-road bike path on the north side of Lies Road (industrial corridor) between Gary Avenue and Schmale Road. This path will connect into Gary Avenue bike path and existing Schmale Road sidewalk.

Engineering Funding:  Federal  MFT/TBP  State  Other

Anticipated Construction Funding:  Federal  MFT/TBP  State  Other

### AGREEMENT FOR

Phase I - Preliminary Engineering  Phase II - Design Engineering

### CONSULTANT

Consultant (Firm) Name:  Contact Name:  Phone Number:  Email:

Address:  City:  State:  Zip Code:

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

- Regional Engineer: Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
- Resident Construction Supervisor: Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
- In Responsible Charge Contractor: A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

## AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Direct Costs Check Sheet
- EXHIBIT D: Qualification Based Selection (QBS) Checklist
- EXHIBIT E: Cost Plus Fixed Fee Cost Estimate of Consultant Services Worksheet (BLR 05513 or BLR 05514 )
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

### I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of United States Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
9. That none of the services to be furnished by the ENGINEER shall be sublet assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
10. For Preliminary Engineering Contracts:
  - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
  - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affix the ENGINEER'S professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER'S responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
  - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See Exhibit C).

### II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:
  - (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit D is required to be completed with this AGREEMENT.
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.



3. To pay the ENGINEER:
  - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
  - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.  
 Method of Compensation:
  - Lump Sum
  - Specific Rate
  - Cost plus Fixed Fee: Fixed
    - Total Compensation = DL + DC + OH + FF
    - Where:
      - DL is the total Direct Labor,
      - DC is the total Direct Cost,
      - OH is the firm's overhead rate applied to their DL and
      - FF is the Fixed Fee.
    - Where  $FF = (0.33 + R) DL + \%SubDL$ , where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.
    - The Fixed Fee cannot exceed 15% of the DL + OH.
5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).
6. To certify by execution of the AGREEMENT that the selection of the ENGINEER was performed in accordance with the Local Government Professional Services Selection Act 50 ILCS 510, the Brooks Act 40 USC 11, and Procurement, Management, and Administration of Engineering and Design related Services (23 CRF part 172). Exhibit C is required to be completed with this agreement.

### III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT: the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.  
 The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
4. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.
5. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this

AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.

6. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. The ENGINEER and LPA certify that their respective firm or agency:
  - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
  - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
  - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
  - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
  - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
  - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph e and
  - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State or local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this certification, an explanation shall be attached to this AGREEMENT.

9. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes include but are not limited to: acts of God or a public enemy; act of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

10. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

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

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

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- (2) Specifying actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
  - (a) abide by the terms of the statement; and
  - (b) notify the employer of any criminal drug statue conviction for a violation occurring int he workplace no later than (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's or contractor's policy of maintain a drug free workplace;

- (3) Any available drug counseling, rehabilitation and employee assistance program; and
- (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future project. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 12. For Preliminary Engineering Contracts:
  - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
  - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

**AGREEMENT SUMMARY**

Prime Consultant	TIN/FEIN/SS Number	Agreement Amount
TranSystems Corporation	43-0839725	\$10,533.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Huff & Huff, Inc	36-3044842	\$2,955.00
Subconsultant Total		\$2,955.00
Prime Consultant Total		\$10,533.00
Total for all work		\$13,488.00
Add Subconsultants		


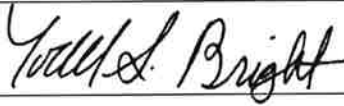
**AGREEMENT SIGNATURES**

Executed by the LPA:

Local Public Agency Type		Name of Local Public Agency	
The		of	Carol Stream (V)
By	Date	By	Date
Name of Local Public Agency	Local Public Agency Type	Title	
Carol Stream (V)		Clerk	

(SEAL)

Executed by the ENGINEER:

Consultant (Firm) Name			
Attest:	TranSystems Corporation		
By	Date	By	Date
	9/28/2021		9/28/2021
Title		Title	
Assistant Vice President		Principal	

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**FOR FEDERAL PARTICIPATION PROJECTS****EXHIBIT A  
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

Lies Road Bike Path  
Village of Carol Stream  
Gary Avenue to Schmale Road

**Phase II Engineering Services****1. Additional Cost from Project Delay (70 hrs)**

The extension of the project duration requires additional project coordination, including e-mails, calls, virtual meetings, and discussions with Village and IDOT. The original 18-month Phase 2 design contract was initiated in early 2020 so project administration will end in the middle of 2021. We will continue to provide project administration and anticipate it lasting through middle of 2022. The additional 12 months at 4 per month is 48 hours. Escalation accounts for the increase in staff salaries over the life of a contract.

**2. New PESA (4 hrs)**

Due to the delayed start from Phase 1 to Phase 2 was more than 3 years, a full PESA is required rather than the updated PESA scoped in the original agreement. Huff & Huff's fee is \$2,955. We estimate 4 hours for coordination.

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**EXHIBIT B  
PROJECT SCHEDULE**

Pre-final PS&E - 8/13/2021  
Final PS&E - 10/4/2021  
ROW Certification - 12/1/2021  
Letting - 1/21/2022

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**Exhibit C  
Direct Costs Check Sheet**

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

Item	Allowable	Quantity	Contract Rate	Total
<input type="checkbox"/> Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			
<input type="checkbox"/> Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			
<input type="checkbox"/> Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			
<input type="checkbox"/> Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			
<input type="checkbox"/> Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			
<input type="checkbox"/> Vehicle Rental	Actual cost (Up to \$55/day)			
<input type="checkbox"/> Tolls	Actual cost			
<input type="checkbox"/> Parking	Actual cost			
<input type="checkbox"/> Overtime	Premium portion (Submit supporting documentation)			
<input type="checkbox"/> Shift Differential	Actual cost (Based on firm's policy)			
<input type="checkbox"/> Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Project Specific Insurance	Actual Cost			
<input type="checkbox"/> Monuments (Permanent)	Actual Cost			
<input type="checkbox"/> Photo Processing	Actual Cost			
<input type="checkbox"/> 2-Way Radio (Survey or Phase III Only)	Actual Cost			
<input type="checkbox"/> Telephone Usage (Traffic System Monitoring Only)	Actual Cost			
<input type="checkbox"/> CADD	Actual cost (Max \$15/hour)			
<input type="checkbox"/> Web Site	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Advertisements	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Recording Fees	Actual Cost			
<input type="checkbox"/> Transcriptions (specific to project)	Actual Cost			
<input type="checkbox"/> Courthouse Fees	Actual Cost			
<input type="checkbox"/> Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Testing of Soil Samples	Actual Cost			
<input type="checkbox"/> Lab Services	Actual Cost (Provide breakdown of each cost)			
<input type="checkbox"/> Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<b>Total Direct Costs</b>				

**Exhibit D  
Qualification Based Selection (QBS) Checklist**

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

Form Not Applicable (engineering services less than the threshold)

**Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.**

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If yes Due date of submittal

Method(s) used for advertisement and dates of advertisement

5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Project Criteria	Weighting
- Technical Approach	20%
- Similar Experience	10%
- Project Team	20%
- Specialized Expertise	20%
- Work Load Capacity	10%
- Past Performance	10%
- Local Presence	5%
- DBE Participation	5%
Add	

8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Selection committee (titles) for this project

Top three consultants ranked for this project in order	
1	TranSystems Corporation
2	Patrick Engineering
3	V3 Companies

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input checked="" type="checkbox"/>



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13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14	QBS according to State requirements used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16	LPA is a home rule community (Exempt from QBS).	<input checked="" type="checkbox"/>	<input type="checkbox"/>



<b>Local Public Agency</b> Village of Carol Stream	<b>County</b> DuPage	<b>Section Number</b> 15-00061-00-BT
<b>Consultant (Firm) Name</b> TranSystems Corporation	<b>Prepared By</b> Dave Block	<b>Date</b> 6/1/2021

### PAYROLL ESCALATION TABLE

CONTRACT TERM	14	MONTHS	OVERHEAD RATE	148.69%
START DATE	6/1/2021		COMPLEXITY FACTOR	0
RAISE DATE	4/6/2022		% OF RAISE	2.00%
END DATE	7/31/2022			

### ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	6/1/2021	4/6/2022	10	71.43%
1	4/7/2022	8/6/2022	4	29.14%

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The total escalation = 0.57%

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**MAXIMUM PAYROLL RATE** 78.00

**ESCALATION FACTOR** 0.57%

### PAYROLL RATES

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Engineer 5 (E5)	\$78.00	\$78.00
Engineer 4 (E4)	\$74.47	\$74.90
Engineer 3 (E3)	\$63.25	\$63.61
Engineer 2 (E2)	\$46.43	\$46.70
Engineer 1 (E1)	\$34.56	\$34.76
Planner 5 (P5)	\$78.00	\$78.00
Planner 4 (P4)	\$64.12	\$64.49
Planner 3 (P3)	\$44.83	\$45.09
Architect 5 (AR5)	\$78.00	\$78.00
Architect 4 (AR4)	\$74.17	\$74.59
Architect 3 (AR3)	\$51.85	\$52.15
Architect 2 (AR2)	\$41.57	\$41.81
Architect 1 (AR1)	\$35.66	\$35.86
Environmental Scientist 4 (SC4)	\$78.00	\$78.00
Industry Specialist 3 (IS3)	\$56.86	\$57.18
Construction Services 4 (CS4)	\$52.67	\$52.97
Construction Services 2 (CS2)	\$31.00	\$31.18
Technician 3 (T3)	\$37.08	\$37.29
Technician 1 (T1)	\$19.80	\$19.91
Administrative 3 (A3)	\$53.00	\$53.30
Administrative 2 (A2)	\$35.86	\$36.06
Administrative 1 (A1)	\$25.50	\$25.65

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### COST ESTIMATE WORKSHEET

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

OVERHEAD RATE **148.69%**

COMPLEXITY FACTOR **0**

TASK	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	DIRECT COSTS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
1. Additional Cost from Project Delay	70	3,496	5,198		1,154		9,848	73.01%
2. New PESA	4	243	362		80	2,955	3,640	26.99%
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Subconsultant DL					0			
<b>TOTALS</b>	<b>74</b>	<b>3,739</b>	<b>5,560</b>	<b>-</b>	<b>1,234</b>	<b>2,955</b>	<b>13,488</b>	<b>100.00%</b>

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**AVERAGE HOURLY PROJECT RATES**

Exhibit E Cost Estimate of Consultants Services Worksheet Fixed Raise

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			1. Additional Cost from Project Delay			2. New PESA											
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Engineer 5 (E5)	78.00	2.0	2.70%	2.11	2	2.86%	2.23												
Engineer 4 (E4)	74.90	12.0	16.22%	12.15	10	14.29%	10.70	2	50.00%	37.45									
Engineer 3 (E3)	63.61	10.0	13.51%	8.60	10	14.29%	9.09												
Engineer 2 (E2)	46.70	26.0	35.14%	16.41	24	34.29%	16.01	2	50.00%	23.35									
Engineer 1 (E1)	34.76	24.0	32.43%	11.27	24	34.29%	11.92												
Planner 5 (P5)	78.00	0.0																	
Planner 4 (P4)	64.49	0.0																	
Planner 3 (P3)	45.09	0.0																	
Architect 5 (AR5)	78.00	0.0																	
Architect 4 (AR4)	74.59	0.0																	
Architect 3 (AR3)	52.15	0.0																	
Architect 2 (AR2)	41.81	0.0																	
Architect 1 (AR1)	35.86	0.0																	
Environmental Scientist 4 (E)	78.00	0.0																	
Industry Specialist 3 (IS3)	57.18	0.0																	
Construction Services 4 (C)	52.97	0.0																	
Construction Services 2 (C)	31.18	0.0																	
Technician 3 (T3)	37.29	0.0																	
Technician 1 (T1)	19.91	0.0																	
Administrative 3 (A3)	53.30	0.0																	
Administrative 2 (A2)	36.06	0.0																	
Administrative 1 (A1)	25.65	0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
<b>TOTALS</b>		74.0	100%	\$50.53	70.0	100.00%	\$49.94	4.0	100%	\$60.80	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00



A Subsidiary of GZA

GEOTECHNICAL  
ENVIRONMENTAL  
ECOLOGICAL  
WATER  
CONSTRUCTION  
MANAGEMENT

915 Harger Road  
Suite 330  
Oak Brook, IL 60523  
T: 630.684.9100  
F: 630.684.9126  
www.huffhuff.com  
www.gza.com



April 9, 2020

via email: [dwblock@transystems.com](mailto:dwblock@transystems.com)

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

**Re: Phase II Environmental Services – Lies Road Trail (Gary Avenue to Schmale Road)  
Village of Carol Stream, DuPage County, Illinois  
Proposal No. 81.PT00028.21 (Supplement to Proposal 81.PT00037.19)**

Dear Mr. Block:

Huff & Huff, Inc., a subsidiary of GZA GeoEnvironmental, Inc. (Consultant) is pleased to submit this proposal as a supplement to the original proposal (81.PT00037.19 dated May 16, 2018) to complete a Preliminary Environmental Site Assessment (PESA). This proposal presents our project understanding and the scope of services.

Consultant previously completed the Preliminary Environmental Site Assessment (PESA) for the project, dated August 2016 and according to the BDE and BLRS Manuals, a new PESA is required after three (3) years have lapsed since the date of the original PESA. The findings of the PESA indicate that seven (7) sites were identified as potentially impacted properties (PIPs) that have the potential to affect the proposed construction, including the following:

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



## **1. SCOPE OF SERVICES**

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

### **Task 1 – Preliminary Environmental Site Assessment (PESA)**

A PESA will be completed for local roads portions of the project and the process will follow general protocols contained within:

- A Manual for Conducting Preliminary Environmental Site Assessments for Illinois Department of Transportation (IDOT) Highway Projects (Erdmann et al., 2012)
- ASTM International (ASTM) standard 1527-13
- The IDOTs Bureau of Design and Environment (BDE) Procedure Memorandum Number 10-07, *Special Waste Procedures*. This memo was incorporated into Chapter 27-3 of the IDOT BDE Manual in June 2012.
- IDOT Bureau of Local Roads and Streets (BLRS) Manual, Chapter 20-12, Special Waste, July 2013.
- Public Act 96-1416
- Clean Construction or Demolition Debris Fill Operations (CCDD) and Uncontaminated Soil Fill Operations: Amendments to 35 Illinois Administrative Code 1100. Effective on August 27, 2012.

#### **A. Historical Research**

The site's historical land use/ownership record will be developed from standard historical sources. Historic aerial photographs will be reviewed to identify land use over time and potential areas of environmental concern, such as areas of surface disturbance and outside storage.

#### **B. Site Evaluation**

Current environmental features and conditions of sites adjacent to the right-of-way/project area will be evaluated. A site walkover of potential right-of-way/project areas designated for excavation and/or acquisition will be conducted for first-hand evaluation of current environmental conditions within the project limits. All of the features and conditions listed above will be investigated and, as appropriate, documented in photographs. The land-use and housekeeping practices of adjacent properties also will be evaluated in accordance with ASTM protocols.

#### **C. Records Review**

Direct costs were included in the original scope for a PESA update, therefore additional direct costs have not been included in those supplemental scope.

A records review will be conducted to determine potential environmental concerns within the study area. It will include a search of standard state and federal environmental record databases in accordance with the specifications of ASTM standards. This search is based on the outline of the study area.

Specifically, Consultant will search each database to identify any potential sources requiring further investigation. As appropriate, Freedom of Information Act (FOIA) requests will be filed with the IEPA to obtain additional data pertaining to identified sites.

#### **D. Report Preparation**

A PESA Report summarizing the results of the evaluation will be prepared. The following information will be included in this report:

- a) The project location and description
- b) Historical uses of corridor.



- c) The area geology and hydrology.
- d) The environmental status of sites adjacent to the corridor regarding chemical use and storage, underground and aboveground storage tanks, solid waste, special waste, and hazardous waste, and PCBs.
- e) An analysis of the site inspection.
- f) A summary of the findings regarding environmental concerns. This will include IDOT's BDE Manual Chapter 27-3, Special Waste Procedures, and identification of Potentially Impacted Properties (PIPs) per Subpart F, Section 1100, 35 IAC, related to Clean Construction or Demolition Debris management.

#### **E. Project Management and QAQC**

Time under this task includes project administration and management activities that include cost and schedule tracking, coordination with Client on authorized activities, memo production and other in-house management activities, and task closeout, and QA/QC time for the PESA Report as described above.

### **2. LEVEL OF EFFORT AND SCHEDULE**

The fee associated with the proposed scope of services is presented on the attached IDOT cost plus fixed fee (CPFF) spreadsheets and is estimated at \$2,955 for the scope identified above as a supplement to the existing contract for Phase II Services (\$11,733.51 per IDOT revisions). Work will commence within 5 business days of project approval, with a target completion date of six weeks from the date of approval.





<b>Local Public Agency</b> Village of Carol Stream	<b>County</b> DuPage	<b>Section Number</b> 15-00061-00-BT
<b>Consultant (Firm) Name</b> Huff & Huff, Inc.	<b>Prepared By</b> Maureen Wunderlich	<b>Date</b> 9/29/2021

### PAYROLL ESCALATION TABLE

CONTRACT TERM	5	MONTHS	OVERHEAD RATE	182.42%
START DATE	8/13/2021		COMPLEXITY FACTOR	0
RAISE DATE	3/1/2022		% OF RAISE	2.00%
END DATE	1/12/2022			

### ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	8/13/2021	1/12/2022	5	100.00%

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The total escalation = 0.00%

**Local Public Agency****County****Section Number**

Village of Carol Stream

DuPage

15-00061-00-BT

**MAXIMUM PAYROLL RATE** 78.00**ESCALATION FACTOR** 0.00%**PAYROLL RATES**

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

<b>CLASSIFICATION</b>	<b>IDOT PAYROLL RATES ON FILE</b>	<b>CALCULATED RATE</b>
Associate Principal II	\$69.10	\$69.10
Associate Principal I	\$62.14	\$62.14
Senior Consultant	\$70.16	\$70.16
Senior Project Manager III	\$61.88	\$61.88
Senior Project Manager II	\$50.21	\$50.21
Senior Project Manager I	\$43.74	\$43.74
Senior Landscape Architect	\$55.01	\$55.01
Senior Planning PM	\$51.85	\$51.85
Senior Geologist PM	\$54.03	\$54.03
Senior Technical Specialist I	\$50.43	\$50.43
Senior Scientist PM II	\$51.49	\$51.49
Senior Technical Scientist	\$48.82	\$48.82
Scientist PM II	\$46.53	\$46.53
Scientist PM I	\$39.16	\$39.16
Assistant PM Scientist	\$32.81	\$32.81
Environmental Engineer PM I	\$42.37	\$42.37
Geotechnical Engineer PM I	\$39.19	\$39.19
Architect PM	\$45.19	\$45.19
Assistant PM Engineer I	\$38.89	\$38.89
Engineer I	\$29.63	\$29.63
Scientist E1	\$29.93	\$29.93
Scientist E2	\$24.72	\$24.72
Technical Graphics Technician	\$24.60	\$24.60
Administrative Managers	\$44.42	\$44.42
Senior Administrative Assistant	\$31.22	\$31.22
Lead Word Processor	\$38.77	\$38.77

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### COST ESTIMATE WORKSHEET

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

OVERHEAD RATE **182.42%**

COMPLEXITY FACTOR **0**

TASK	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	DIRECT COSTS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
PESA (Supplement)	29	933	1,701	13	308		2,955	100.00%
<b>Subconsultant DL</b>					0			
<b>TOTALS</b>	<b>29</b>	<b>933</b>	<b>1,701</b>	<b>13</b>	<b>308</b>	<b>-</b>	<b>2,955</b>	<b>100.00%</b>

2,634

**Local Public Agency**

Village of Carol Stream

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**AVERAGE HOURLY PROJECT RATES**

Exhibit E Cost Estimate of Consultants Services Worksheet Fixed Raise

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			PESA (Supplement)														
		Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg			
Associate Principal II	69.10	0.0																	
Associate Principal I	62.14	1.0	3.45%	2.14	1	3.45%	2.14												
Senior Consultant	70.16	0.0																	
Senior Project Manager III	61.88	0.0																	
Senior Project Manager II	50.21	0.0																	
Senior Project Manager I	43.74	0.0																	
Senior Landscape Architect	55.01	0.0																	
Senior Planning PM	51.85	0.0																	
Senior Geologist PM	54.03	1.0	3.45%	1.86	1	3.45%	1.86												
Senior Technical Specialist I	50.43	0.0																	
Senior Scientist PM II	51.49	0.0																	
Senior Technical Scientist	48.82	0.0																	
Scientist PM II	46.53	0.0																	
Scientist PM I	39.16	0.0																	
Assistant PM Scientist	32.81	8.0	27.59%	9.05	8	27.59%	9.05												
Environmental Engineer PM I	42.37	0.0																	
Geotechnical Engineer PM I	39.19	0.0																	
Architect PM	45.19	0.0																	
Assistant PM Engineer I	38.89	0.0																	
Engineer I	29.63	0.0																	
Scientist E1	29.93	15.0	51.72%	15.48	15	51.72%	15.48												
Scientist E2	24.72	0.0																	
Technical Graphics Technician	24.60	3.0	10.34%	2.54	3	10.34%	2.54												
Administrative Managers	44.42	0.0																	
Senior Administrative Assistant	31.22	1.0	3.45%	1.08	1	3.45%	1.08												
Lead Word Processor	38.77	0.0																	
		0.0																	
<b>TOTALS</b>		29.0	100%	\$32.16	29.0	100.00%	\$32.16	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00

**HUFF & HUFF, INC.**  
**SUMMARY OF IN-HOUSE DIRECT COSTS**  
 Project: TS Lies Rd Trail Supplement (PESA)

					<u>DIRECT</u>
<b>Task 1: PESA</b>					
Trips - Company	18 miles	x	1 x	\$ 0.560 =	\$ 10.08
Tolls	ea	x	2 x	\$ 1.50 =	\$ 3.00
<b>Task Total</b>					<b>\$ 13.08</b>

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**GRAND TOTAL      \$    13.08**

*Village of Carol Stream*  
**Interdepartmental Memo**

**TO:** Mayor & Village Board of Trustees  
**FROM:** Robert Mellor, Village Manager  
**DATE:** September 21, 2021  
**RE:** Knights of Columbus  
Raffle License Application

After the September 20, 2021 agenda had already been published, the Grand Knight from the Corpus Christi council of the Knights of Columbus submitted a raffle license application and request for a fee and fidelity bond waiver for their Oktoberfest dinner, charity fundraiser to be held on Saturday, October 2. The next Village Board meeting was on October 4. I had requested and received Village Board concurrence granting staff preliminary authority to issue a raffle license to the Knights of Columbus and fee and fidelity bond waivers for this event. This item is now being presented to the Village Board for formal approval. The request for this raffle license and fee waiver is attached.

Thank you.



September 17, 2021

Village of Carol Stream  
Mayor Frank Saverino, Sr.  
500 N Gary Ave  
Carol Stream, IL 60188

Dear Mayor Saverino,

Enclosed please find a Raffle License application for a raffle to be held Saturday October 2<sup>nd</sup> at the Oktoberfest dinner fundraiser at Corpus Christi Catholic Church. Raffle tickets will be sold and the prizes will be awarded that same night.

On behalf of the church, in addition to the Knights of Columbus organization that is organizing the event, I am requesting a waiver of the license fee and Fidelity Bond associated with the license. Our presiding Secretary (Karl Pasker) and Treasurer (Jeff Shimek) are bonded through the Knights of Columbus.


I would also like to note that the Village has a copy of our Articles of Incorporation as our Council was formed October 12, 1992 and we have had Raffle permits at least annually for the past 25 years.

All proceeds from the charity event will be provided to both Corpus Christi Church and the Knights of Columbus (Council 10958). Your consideration of this request is greatly appreciated by all members of our Knights of Columbus council.

Sincerely,

Mark Jatzak  
Grand Knight  
Corpus Christi Knights of Columbus Council #10958  
630-263-8377  
[kofcmark@gmail.com](mailto:kofcmark@gmail.com)  
1399 Bowstring Ct  
Carol Stream, IL 60188

*Village of Carol Stream*  
**Interdepartmental Memo**

**TO:** Bob Mellor, Village Manager  
**FROM:** Ann Delort, Secretary   
**DATE:** September 27, 2021  
**RE:** Raffle License Application  
Wheaton Metro Alliance of Police Union

The Wheaton Metro Alliance of Police Union (MAP 699) is hosting a fundraiser for Officer Chris Harpling on Sunday, October 17, 2021 from 11:00am – 6:00pm. This fundraiser will be held at Village Tavern and Grill parking lot located at 291 S Schmale Road. Ticket prices will be \$1.00 per ticket or \$20.00 for 25 tickets.

MAP 699 is requesting a waiver of all fees as indicated in the attached letter request. The raffle license application and required documentation is on file in the Administration office for your review.

Please place this item on the agenda for review and approval by the Village Board of Trustees at their Monday, October 4, 2021 Board meeting.

Thank you.

Attachment





Metropolitan Alliance of Police  
Wheaton MAP Chapter #699

To whom it may concern,

I am writing to request the raffle fee and fidelity bond be waived in regard to our event Helping the Harplings on October 17, 2021. This event will take place in the rear Village Tavern Bar and Grill (291 S Schmale Rd) parking lot from 11am-7pm. Part of this fundraiser includes a raffle. Donated items will be raffled off and 100% of the money collected will go to Officer Chris Harpling and his family. Raffle tickets will be sold for \$1 a ticket and \$20 for 25 tickets.

Officer Chris Harpling has spent the last twenty years serving the community of Wheaton. In early July, he received the devastating diagnosis of Acute Lymphoblastic Leukemia. Chris was immediately hospitalized due to his reduced white blood cell count. For the next month, he received aggressive chemotherapy and was not able to see his family and friends. Chris has a wife and three kids between the ages of 2 and 9, and this absolutely crushed him. In August, he was released from the hospital once his white blood cell numbers went up. His children are still in school, so the chance of COVID transmission is high, which still secludes him from his family. He is currently undergoing outpatient chemotherapy treatments as well as other treatment. The family is anticipating large medical bills as well as a substantial reduction in his pay due to being out of paid time-off. These fundraisers will hopefully be able to give them one less thing to worry about.

Thank you for your time,

Crystal Miroballi

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on OCTOBER 04,2021**

**AGENDA ITEM**  
L-1 10/4/21

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>AEP ENERGY</b>					
100 DELLA CT 08/06-09/07/21	9.07	01670300-53213	STREET LIGHT ELECTRICITY	3013130378 09/09/21	
1025 LIES RD 08/16-09/15/21	25.34	01670300-53213	STREET LIGHT ELECTRICITY	3013130446 09/16/21	
192 YUMA LN 08/17-09/16/21	22.88	01670300-53213	STREET LIGHT ELECTRICITY	3013130479 09/17/21	
401 TOMAHAWK 08/17-09/16/21	31.39	01670300-53213	STREET LIGHT ELECTRICITY	3013130468 09/17/21	
403 SIOUX 08/17-09/16/21	18.84	01670300-53213	STREET LIGHT ELECTRICITY	3013130389 09/17/21	
491 CHEYENNE 08/17-09/16/21	18.53	01670300-53213	STREET LIGHT ELECTRICITY	3013130413 09/17/21	
512 CANYON TRL 08/17-09/16/21	16.48	01670300-53213	STREET LIGHT ELECTRICITY	3013130402 09/17/21	
594 NEZ PERCE CT 08/17-09/16/21	16.07	01670300-53213	STREET LIGHT ELECTRICITY	3013130424 09/17/21	
633 THUNDERBIRD 08/17-09/16/21	59.94	01670300-53213	STREET LIGHT ELECTRICITY	3013130457 09/17/21	
796 PAWNEE 08/17-09/16/21	46.88	01670300-53213	STREET LIGHT ELECTRICITY	3013130435 09/17/21	
	<u>265.42</u>				
<b>ALEXIS ARAOZ, GIS ANALYST</b>					
GIS CONTRACTOR 09/01-09/30/21	2,990.64	01652800-52257	GIS SYSTEM	0000004 PO-1937	
	<u>2,990.64</u>				
<b>ARAMARK UNIFORM &amp; CAREER APPAREL GROUP INC</b>					
FIRST AID SUPPLIES	112.29	01590000-53317	OPERATING SUPPLIES	ORD4-007896	
	<u>112.29</u>				
<b>B &amp; F CONSTRUCTION CODE SERVICES, INC</b>					
BLDG PLAN REV-281 LIES RD, 21-2619-RMDC	1,417.50	01643700-52253	CONSULTANT	57371	
FIRE ALARM REV-565 RANDY RD., 21-2579-FIRE	200.00	01643700-52253	CONSULTANT	57284	
PLUMBING INSPECTION-AUG 2021	958.40	01643700-52253	CONSULTANT	14909	
	<u>2,575.90</u>				
<b>BEDROCK EARTHSCAPES LLC</b>					
POLLINATOR MAINTENANCE-ILLINI, SILVERLEAF	1,680.00	01670400-52272	PROPERTY MAINTENANCE	1715	
	<u>1,680.00</u>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on OCTOBER 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>
<b>BOLLER CONSTRUCTION CO. INC</b>					
CLARIFIER ROOF DEMO-WRC 245 KUHN RD	29,800.00	04101100-54480	CONSTRUCTION	21298-1 PO-3932	
	<u>29,800.00</u>				
<b>C S FIRE PROTECTION DISTRICT</b>					
PERMITS-AUG 2021	3,120.00	01-24416	DEPOSIT-FIRE DISTRICT PERMIT	PERMITS AUG 2021	
	<u>3,120.00</u>				
<b>CAROL CADLE</b>					
CLOTH ALLOW-C CADLE, DICKS SPORTING 09/26/	129.98	01660100-53324	UNIFORMS	DICKS SPORT 09/26/21	
	<u>129.98</u>				
<b>COMCAST CABLE</b>					
COMCAST REPAIR, STUMP SANDING	280.00	01670700-53317	OPERATING SUPPLIES	CS.210817.04	
	<u>280.00</u>				
<b>COMED</b>					
465 CENTER 08/17-09/21/21	79.71	01670300-53213	STREET LIGHT ELECTRICITY	2859083222 09/21/21	
KUHN RD 08/17-09/16/21	33.18	01662300-52298	ATLE SERVICE FEE	4202129060 09/16/21	
MASTER ACCT-5025 08/16-09/15/21	325.00	01670300-53213	STREET LIGHT ELECTRICITY	5853045025 09/20/21	
SW-MORTON, LIES 07/22-08/20/21	96.61	01670300-53213	STREET LIGHT ELECTRICITY	2883059034 09/14/21	
	<u>534.50</u>				
<b>CONCENTRA HEALTH SERVICES, INC</b>					
DOT RANDOM SCREEN 08/20/21	50.00	01600000-52225	EMPLOYMENT PHYSICALS	15072821	
	<u>50.00</u>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on OCTOBER 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>
<b>CONSTELLATION NEW ENERGY</b>					
1015 LIES RD 08/16-09/15/21, 60583031301	34.76	04201600-53210	ELECTRICITY	7280332-21 09/16/21	
124 GERZEVSKE 08/16-09/15/21, 60583052501	3,239.51	04201600-53210	ELECTRICITY	7280332-17 09/16/21	
1348 CHARGER CT 08/16-09/15/21, 6058303030	284.09	04101500-53210	ELECTRICITY	7280332-20 09/16/21	
1350 TALL OAKS 08/17-09/16/21, 60593074401	35.22	04101500-53210	ELECTRICITY	7280332-29 09/17/21	
1N END THORNHILL 08/16-09/15/21, 605828770	78.04	01670300-53213	STREET LIGHT ELECTRICITY	7280332-6 09/16/21	
300 KUHN RD 08/19-09/16/21, 60593089701	1,336.14	04201600-53210	ELECTRICITY	7280332-19 09/17/21	
301 ANTELOPE 08/17-09/16/21, 60593048901	50.07	01670300-53213	STREET LIGHT ELECTRICITY	7280332-11 09/17/21	
333 FULLERTON 08/16-09/15/21, 60582920901	912.27	04201600-53210	ELECTRICITY	7280332-27 09/16/21	
391 FLINT 08/17-09/16/21, 60593076001	41.12	01670300-53213	STREET LIGHT ELECTRICITY	7280332-12 09/17/21	
391 ILLINI DR 08/17-09/16/21, 60593090701	42.15	01670600-53210	ELECTRICITY	7280332-26 09/17/21	
500 GARY AVE 08/17-09/16/21, 60593098901	85.29	01670300-53213	STREET LIGHT ELECTRICITY	7280332-5 079/17/21	
506 CHEROKEE 08/17-09/16/21, 60593083301	36.72	01670300-53213	STREET LIGHT ELECTRICITY	7280332-4 09/17/21	
850 LONGMEADOW 08/17-09/16/21, 605930720	95.53	01670600-53210	ELECTRICITY	7280332-23 09/17/21	
879 DORCHESTER 08/17-09/16/21, 6059304900	19.38	01670600-53210	ELECTRICITY	7280332-22 09/17/21	
880 PAPOOSE CT 08/17-09/16/21, 60593049201	76.25	01670300-53213	STREET LIGHT ELECTRICITY	7280332-13 09/17/21	
990 DEARBORN 08/17-09/16/21, 60593085801	45.86	01670300-53213	STREET LIGHT ELECTRICITY	7280332-10 09/17/21	
	<b>6,412.40</b>				
<b>CORE &amp; MAIN LP</b>					
10' VALVE KEYS	380.00	04201600-53316	TOOLS	P503273	
BELL REPAIR CLAMP-YORKSHIRE LN	1,527.00	04201600-53317	OPERATING SUPPLIES	P552143	
VALVE, ACC-KUHN RD	1,485.13	04201600-53317	OPERATING SUPPLIES	P560572	
	<b>3,392.13</b>				
<b>DUPAGE COUNTY ANIMAL CARE &amp; CONTROL</b>					
ANIMAL SVC-AUG 2021	150.00	01662700-52249	ANIMAL CONTROL	12546	
	<b>150.00</b>				
<b>DUPAGE COUNTY INFORMATION TECHNOLOGY</b>					
DUPAGE COUNTY CJIS-Q/E 08/31/21	750.00	01662600-52247	DATA PROCESSING	IA 715	
	<b>750.00</b>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on OCTOBER 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>
<b>FEDEX</b>					
FEDEX TO CHRISTOPHER BURKE ENGINEERING	34.29	01670100-53317	OPERATING SUPPLIES	7-479-89239	
	<u>34.29</u>				
<b>FEECE OIL CO</b>					
SP GREASE	304.80	01696200-53354	PARTS PURCHASED	1993128	
	<u>304.80</u>				
<b>FGM ARCHITECTS</b>					
EOC DESIGN SERVICES 07/31-08/27/21	175.00	01560000-55487	FACILITY CAPITAL IMPROVEMENT 21-3073.02-5		
FRONT ENTRY CONSULTATION	105.00	11740000-55487	FACILITY CAPITAL IMPROVEMENT 20-3014.02-3		
	<u>280.00</u>				
<b>FONTANA LEADERSHIP DEVELOPMENT INC</b>					
GOAL SETTING WORKSHOP	4,500.00	01520000-52222	MEETINGS	1037	
	<u>4,500.00</u>				
<b>FOX VALLEY CHLORINATING SPECIALISTS INC</b>					
COLIFORM ANALYSIS	250.00	04201600-54480	CONSTRUCTION	27022	
	<u>250.00</u>				
<b>GENUINE PARTS COMPANY INC</b>					
AG PARTS 08/01-08/31/21	6.49	01670300-53316	TOOLS	11007487 08/31/21	
AG PARTS 08/01-08/31/21	18.21	01696200-53316	TOOLS	11007487 08/31/21	
AG PARTS 08/01-08/31/21	162.85	01696200-53317	OPERATING SUPPLIES	11007487 08/31/21	
AG PARTS 08/01-08/31/21	3,314.87	01696200-53354	PARTS PURCHASED	11007487 08/31/21	
	<u>3,502.42</u>				
<b>GEOSYNTEC CONSULTANTS</b>					
STORMWATER STUDY-AUG 2021	16,652.26	11740000-55488	STORMWATER UTILITIES	187446881 PO-462641	
	<u>16,652.26</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>
<b>GOVTEMPSUSA LLC</b>					
AMR CLERK-M SOLOMACHA 09/12, 09/19/21	1,940.40	04201400-52253	CONSULTANT	3814972 PO-3909	
LIBRARY TECH-N BOYD 09/12, 09/19/21	3,699.20	01652800-52253	CONSULTANT	3814971 PO-1925	
OFFICE MANAGER-D KALKE 09/12, 09/19/21	3,267.20	01590000-52253	CONSULTANT	3814970	
PROPERTY INSPECTOR-E HERZOG 09/12, 09/19/21	1,286.25	01643700-52253	CONSULTANT	3814973	
	<b>10,193.05</b>				
<b>IRMA</b>					
CLOSED CLAIMS-AUG 2019	10,000.00	01590000-52215	INSURANCE DEDUCTIBLES	SALES0019458	
CLOSED CLAIMS-AUG 2020	150.19	01590000-52215	INSURANCE DEDUCTIBLES	SALES0019485	
CLOSED CLAIMS-AUG 2021	32,700.01	01590000-52215	INSURANCE DEDUCTIBLES	SALES0019520	
CLOSED CLAIMS-JUL 2019	-3,360.52	01590000-52215	INSURANCE DEDUCTIBLES	CREDIT0003085	
CLOSED CLAIMS-JUL 2021	1,016.01	01590000-52215	INSURANCE DEDUCTIBLES	SALES0019411	
DEDUCTIBLE-JUL 2021	1,327.50	01590000-52215	INSURANCE DEDUCTIBLES	SALES0019443	
	<b>41,833.19</b>				
<b>ILLINOIS STATE POLICE</b>					
LIVESCAN FEES-AUG 2021	56.50	01660100-53317	OPERATING SUPPLIES	IL022040L AUG-2021	
	<b>56.50</b>				
<b>INTEGRITY ENVIRONMENTAL SERVICES, INC</b>					
SEWER EXTENSION PROJECT-SAFETY ASSESSMEN	760.00	04101500-54480	CONSTRUCTION	21-08050 PO-462657	
SEWER EXTENSION PROJECT-SITE MONITORING	250.00	04101500-54480	CONSTRUCTION	21-09016 PO-462657	
SEWER EXTENSION SITE MONITORING 09/01-09,	2,150.00	04101500-54480	CONSTRUCTION	21-09002 PO-462657	
	<b>3,160.00</b>				
<b>JACOB &amp; HEFNER ASSOCIATES INC</b>					
ASBESTOS TESTING 09/15/21	720.00	11740000-55487	FACILITY CAPITAL IMPROVEMENT 63342		
	<b>720.00</b>				
<b>KPRG AND ASSOCIATES, INC</b>					
SPOIL TESTING	900.00	04201600-52265	HAULING	13667	
	<b>900.00</b>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on OCTOBER 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>
<b>LAN ELECTRIC NC</b>					
FTN-ELECTRICAL REPAIRS	1,924.39	01680000-53381	TC MAINTENANCE & SUPPLIES	65-21B PO-4602173	
FTN-ELECTRICAL REPAIRS	3,087.33	01680000-53381	TC MAINTENANCE & SUPPLIES	65-21A PO-4602173	
	<u>5,011.72</u>				
<b>LANDMARK CONTRACTORS, INC.</b>					
SALT DOME FLOOR REPAIR	-8,542.26	11-21452	RETAINAGE - LANDMARK CONTRASALT DOME.1 PO-3948		
SALT DOME FLOOR REPAIR	85,422.60	11740000-55487	FACILITY CAPITAL IMPROVEMENT SALT DOME.1 PO-3948		
	<u>76,880.34</u>				
<b>LANDSCAPE MATERIAL &amp; FIREWOOD SALES INC</b>					
DIRT, SEED 09/21/21	420.50	01670400-53317	OPERATING SUPPLIES	48825	
TOP SOIL 09/09, 09/18/21	415.00	01670400-53317	OPERATING SUPPLIES	48719	
	<u>835.50</u>				
<b>LAW OFFICE OF MICHELLE L MOORE LTD</b>					
PROSECUTION-SEP 2021	2,700.00	01570000-52235	LEGAL FEES-PROSECUTION	2021-09	
PROSECUTION-SEP 2021	6,207.00	01570000-52312	PROSECUTION DUI	2021-09	
	<u>8,907.00</u>				
<b>LRS HOLDINGS LLC</b>					
PORTA JOHN-300 KUHN 08/27-09/23/21	100.00	01670400-52264	EQUIPMENT RENTAL	PS403616	
STREET SWEEP-SEP 2021	9,045.88	01670600-52272	PROPERTY MAINTENANCE	PS400567 PO-3870	
	<u>9,145.88</u>				
<b>MARK E RADABAUGH</b>					
TAPING, EDITING 09/20/21	100.00	01590000-52253	CONSULTANT	21-0187	
	<u>100.00</u>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on OCTOBER 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>
<b>MULTISYSTEM MANAGEMENT COMPANY</b>					
JANITORIAL-AUG 2021	3,950.00	01680000-52276	JANITORIAL SERVICES	2664 PO-4602164	
JANITORIAL-JUL 2021	3,950.00	01680000-52276	JANITORIAL SERVICES	2631 PO-4602164	
JANITORIAL-JUN 2021	3,950.00	01680000-52276	JANITORIAL SERVICES	2607 PO-4602164	
JANITORIAL-MAY 2021	3,950.00	01680000-52276	JANITORIAL SERVICES	2583 PO-4602164	
	<u>15,800.00</u>				
<b>MUNICIPAL CLERKS OF DUPAGE CO</b>					
CLERKS MTG-OCT 2021	28.00	01520000-52222	MEETINGS	MCDC 10/06/21	
	<u>28.00</u>				
<b>NICOR</b>					
124 GERZEVSKE LN 08/18-09/17/21	41.44	04201600-53230	NATURAL GAS	13811210007 09/17/21	
1348 CHARGER CT 08/19-09/20/21	133.67	04101500-53230	NATURAL GAS	86606011178 09/20/21	
200 TUBEWAY DE 08/17-9/16/21	43.09	04101500-53230	NATURAL GAS	14309470202 09/16/21	
	<u>218.20</u>				
<b>PROMOS 911 INC</b>					
CAR SHOW	208.74	01664700-53325	COMMUNITY RELATIONS	9692	
	<u>208.74</u>				
<b>REFUNDS MISC</b>					
21-2661-DECK, #000260-0091, 1330 NANTUCKET	192.00	01000000-42307	BUILDING PERMITS	1330 NANTUCKET-2021	
	<u>192.00</u>				



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<b>REFUNDS PRESERVATION BONDS</b>					
#2504560, 200 SCHMALE RD-REFUND	5,000.00	01-24302	ESCROW - GRADING	200 S SCHMALE-2021	
19-0631-PATI, #2110886, 243 THUNDERBIRD-REF	200.00	01-24302	ESCROW - GRADING	243 THUNDERBIRD-2021	
19-51368-GARG, #2186950, 410 ESSEX PL-REFUN	300.00	01-24302	ESCROW - GRADING	410 ESSEX PL-2021	
21-1743-PFOS, #2453732, 1210 HILL CREST DR-R	200.00	01-24302	ESCROW - GRADING	1210 HILL CREST-2021	
21-1796-PFOS, #2456899, 1341 LANCE LN-REFUN	200.00	01-24302	ESCROW - GRADING	1341 LANCE LN-2021	
21-1825-GARG, #2461333, 320 ARROWHEAD TRI	300.00	01-24302	ESCROW - GRADING	320 ARROWHEAD-2021	
21-1877-PFOS, #2460724, 523 DELAWARE TRL-RI	200.00	01-24302	ESCROW - GRADING	523 DELAWARE-2021	
21-1957-DRVW, #2468679, 970 VALLEY VIEW TR	300.00	01-24302	ESCROW - GRADING	970 VALLEY TRL-2021	
21-2065-DRVW, #2473750, 682 MAYFAIR DR-REF	300.00	01-24302	ESCROW - GRADING	682 MAYFAIR DR-2021	
21-2071-DRVW, #2474678, 408 BRISTOL DR-REFI	300.00	01-24302	ESCROW - GRADING	408 BRISTOL DR-2021	
21-2127-DRVW, #2480042, 678 MAYFAIR DR-REF	300.00	01-24302	ESCROW - GRADING	678 MAYFAIR DR-2021	
21-2278-PFOS, #2489146, 930 MOCCASIN CT-RE	200.00	01-24302	ESCROW - GRADING	930 MOCCASIN CT-2021	
21-2346-PFOS, #000074-0191, 580 AZTEC DR-RE	200.00	01-24302	ESCROW - GRADING	580 AZTEC DR-2021	
21-2395-STOO, #000118-0094, 1236 SPRING VAL	200.00	01-24302	ESCROW - GRADING	1236 SPRING VAL-2021	
21-2479-DRVW, #2508981, 576 IROQUOIS TRL-R	300.00	01-24302	ESCROW - GRADING	576 IROQUOIS-2021	
21-2488-DRVW, #000173-0128, 1359 PORTSMO	300.00	01-24302	ESCROW - GRADING	1359 PORTSMOUTH-2021	
21-2631-PFOS, #000250-0002, 832 KANSAS ST-RI	200.00	01-24302	ESCROW - GRADING	832 KANSAS ST-2021	
	<b>9,000.00</b>				
<b>RUSH TRUCK CENTERS</b>					
AG TRANSMISSION	1,650.00	01696200-53354	PARTS PURCHASED	3024596079	
SP BRAKE SHOE	230.38	01696200-53354	PARTS PURCHASED	3024852089	
SP BRAKES	755.40	01696200-53354	PARTS PURCHASED	3024842048	
SP CREDIT	-79.52	01696200-53354	PARTS PURCHASED	3024761370	
SP FILTER	21.47	01696200-53354	PARTS PURCHASED	3024762180	
SP FILTER	21.71	01696200-53354	PARTS PURCHASED	3024758999	
SP FILTER	43.04	01696200-53354	PARTS PURCHASED	3024935254	
SP OIL LINE	132.21	01696200-53354	PARTS PURCHASED	3024933337	
SP SENSOR	79.52	01696200-53354	PARTS PURCHASED	3024734108	
	<b>2,854.21</b>				

**Village of Carol Stream  
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<b>SABEL MECHANICAL LLC</b>					
WRC CLARIFIER-INSPECTION 07/14/21	1,500.00	04101100-54480	CONSTRUCTION	21420	
	<u>1,500.00</u>				
<b>SCHINDLER ELEVATOR CORPORATION</b>					
VH-ANNUAL ELEVATOR SVC 10/01/21-09/30/22	4,074.12	01680000-52244	MAINTENANCE & REPAIR	8105740944	
	<u>4,074.12</u>				
<b>SIKICH LLP</b>					
AUDIT FEES-FY 21	9,000.00	01520000-52237	AUDIT FEES	529007	
	<u>9,000.00</u>				
<b>THE BOARD OF TRUSTEES OF THE UNIV OF ILL</b>					
LAB TESTING	105.00	01662300-53317	OPERATING SUPPLIES	H0963 2021-023	
LAB TESTING	105.00	01662300-53317	OPERATING SUPPLIES	H0963 2021-090	
LAB TESTING	105.00	01662300-53317	OPERATING SUPPLIES	H0963 2021-122	
LAB TESTING	180.00	01662300-53317	OPERATING SUPPLIES	H0963 2021-078	
LAB TESTING	180.00	01662300-53317	OPERATING SUPPLIES	H0963 2021-087	
LAB TESTING	180.00	01662300-53317	OPERATING SUPPLIES	H0963 2021-123	
LAB TESTING	180.00	01662300-53317	OPERATING SUPPLIES	H0963 2021-130	
LAB TESTING	180.00	01662300-53317	OPERATING SUPPLIES	H0963 2021-131	
LAB TESTING	180.00	01662300-53317	OPERATING SUPPLIES	H0963 2021-137	
	<u>1,395.00</u>				
<b>TIF 3 NORTH AND SCHMALE RD</b>					
SALES TAX-JUN 2021	-9,317.03	22000000-49340	SALES TAX CONTRIB - RDA#1	TIF3 09/30/21	
SALES TAX-JUN 2021	9,317.03	01720000-58340	SALES TAX TFR - RDA#1	TIF3 09/30/21	
SALES TAX-JUN 2021	9,317.03	22-11105	CASH - TRUST	TIF3 09/30/21	
	<u>9,317.03</u>				

**Village of Carol Stream  
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<b>TRANSYSTEMS CORPORATION</b>					
FAIR OAKS SAFETY IMPROVEMENTS 08/14-09/17	34,937.47	06320000-54469	REBUILD ILLINOIS BOND	04-3756004	PO-462649
KUHN RD-BIKE PATH PHASE II 0821-09/17/21	17,279.05	11740000-55486	ROADWAY CAPITAL IMPROVEMEN	10-3755424	PO-462639
LIES RD-BIKE PATH PHASE II 08/21-09/17/21	9,687.25	11740000-55486	ROADWAY CAPITAL IMPROVEMEN	18-3754445	PO-462609
STP QUARTERLY REPORTS-SVC THRU 09/17/21	429.05	11740000-55486	ROADWAY CAPITAL IMPROVEMEN	0003755416	PO-638
	<u>62,332.82</u>				
<b>TYCO FIRE &amp; SECURITY (US)MGMT INC</b>					
	657.03	04201600-52244	MAINTENANCE & REPAIR	22487330	
	<u>657.03</u>				
<b>U S POSTMASTER</b>					
POSTAGE WATER BILLS-SEP 2021	2,355.04	04103100-52229	POSTAGE	1529 09/29/21	
POSTAGE WATER BILLS-SEP 2021	2,355.04	04203100-52229	POSTAGE	1529 09/29/21	
	<u>4,710.08</u>				

**Village of Carol Stream  
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<b>VERIZON WIRELESS</b>					
PHONES 08/14-09/13/21	36.01	02385200-52230	TELEPHONE	9888432321	
PHONES 08/14-09/13/21	38.01	01652800-52230	TELEPHONE	9888432321	
PHONES 08/14-09/13/21	42.40	01610100-52230	TELEPHONE	9888432321	
PHONES 08/14-09/13/21	42.40	01640100-52230	TELEPHONE	9888432321	
PHONES 08/14-09/13/21	42.40	01642100-52230	TELEPHONE	9888432321	
PHONES 08/14-09/13/21	44.87	01662700-52230	TELEPHONE	9888432321	
PHONES 08/14-09/13/21	80.41	01600000-52230	TELEPHONE	9888432321	
PHONES 08/14-09/13/21	80.41	01696200-52230	TELEPHONE	9888432321	
PHONES 08/14-09/13/21	84.80	01680000-52230	TELEPHONE	9888432321	
PHONES 08/14-09/13/21	109.91	01643700-52230	TELEPHONE	9888432321	
PHONES 08/14-09/13/21	137.52	01590000-52230	TELEPHONE	9888432321	
PHONES 08/14-09/13/21	152.04	01652800-54413	COMPUTER EQUIPMENT	9888432321	
PHONES 08/14-09/13/21	206.08	04100100-52230	TELEPHONE	9888432321	
PHONES 08/14-09/13/21	250.01	01620100-52230	TELEPHONE	9888432321	
PHONES 08/14-09/13/21	371.17	01652800-52230	TELEPHONE	9888432321	
PHONES 08/14-09/13/21	472.99	04200100-52230	TELEPHONE	9888432321	
PHONES 08/14-09/13/21	480.50	01670100-52230	TELEPHONE	9888432321	
PHONES 08/14-09/13/21	2,810.08	01662700-52230	TELEPHONE	9888432321	
	<b>5,482.01</b>				
<b>WEST SIDE TRACTOR SALES</b>					
SP REFUND-CORE, INV.N11845	-50.00	01696200-53354	PARTS PURCHASED	N12342	
SP WATER PUMP	404.97	01696200-53354	PARTS PURCHASED	N11845	
	<b>354.97</b>				
<b>WHEATON BANK AND TRUST</b>					
WHEATON BANK FEES-AUG 2021	334.16	04103100-52256	BANKING SERVICES	7509063 AUG-2021	
WHEATON BANK FEES-AUG 2021	334.16	04203100-52256	BANKING SERVICES	7509063 AUG-2021	
WHEATON BANK FEES-AUG 2021	1,361.59	01610100-52256	BANKING SERVICES	7509063 AUG-2021	
	<b>2,029.91</b>				

**Village of Carol Stream  
Schedule of Bills  
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<b>GRAND TOTAL</b>	<b>\$364,664.33</b>				

**The preceding list of bills payable totaling \$364,664.33 was reviewed and approved for payment.**

**Approved by:**

Robert Mellor  
Bob Mellor – Village Manager

**Date:** 10/1/21

**Authorized by:**

Frank Saverino Sr-Mayor

Julia Schwarze- Village Clerk

**ADDENDUM WARRANTS  
 SEPTEMBER 21, 2021 Thru OCTOBER 4, 2021**

Fund	Check #	Vendor	Description	Amount
General	A C H	Wheaton Bank & Trust	Payroll September 6, 2021 thru September 19, 2021	638,688.02
Water & Sewer	A C H	Wheaton Bank & Trust	Payroll September 6, 2021 thru September 19, 2021	67,913.27
				<u><u>706,601.29</u></u>

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2021

By: \_\_\_\_\_  
 Frank Saverino Sr-Mayor

\_\_\_\_\_  
 Julia Schwarze - Village Clerk