

Village of Carol Stream

BOARD MEETING

AGENDA

JUNE 6, 2022

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 May 16, 2022 Village Board Meeting.
2. Approval but not release of Executive Session Minutes of May 16, 2022 Village Board Meeting.

C. LISTENING POST:

1. Introduction of Chris Harding – Public Works Streets Division.
2. Proclamation Proclaiming June 2022 as Pride Month.
3. Addresses from Audience (3 Minutes).

D. PUBLIC HEARINGS:

E. SELECTION OF CONSENT AGENDA:

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

F. BOARD AND COMMISSION REPORTS:

G. OLD BUSINESS:

H. STAFF REPORTS AND RECOMMENDATIONS:

1. Motion to Purchase Large Water Meters and Supplies. *Staff recommends the purchase of large water meters and supplies from Core & Main in an amount not-to-exceed \$50,000 pursuant to the provisions of Section 5-8-3(B) and subsection 5-8-14(C) of the Carol Stream Code of Ordinances.*
2. 2022 Flexible Pavement Project-Change Order 1 (St. Paul Boulevard Base Failure). *Village Board gave verbal approval at their May 16, 2022 Village Board meeting and repairs are now complete. Staff recommends approval of Change Order 1 in the amount of \$304,880.00 bringing the revised contract amount for this project to \$2,749,375.50.*

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3. 2022 Asphalt Rejuvenator Project – Request to Waive Bids and Award Contract. *Staff recommends that the 2022 Asphalt Rejuvenator Project be awarded to American Road Maintenance at the unit price submitted for a cost not to exceed \$335,024.90 pursuant to the provisions of Section 5-8-3(B) and Section 5-8-14(C) of the Carol Stream Code of Ordinances.*
4. Southeast Bike Path Project. *Staff recommends in accordance with Village Code Section 5-8-14(A) Contracts or Purchases without bid, Santacruz Land Acquisitions be awarded a contract for land acquisition, negotiation and appraisal services for the Southeast Bike Path project at a cost not to exceed \$158,600.*
5. Recommendation to Reject Bids for Construction Services Contract for the Town Center Fountain Repairs.
6. Recommendation to execute an Agreement with Flock Group Inc. for the Lease of six (6) Automatic License Plate Recognition Cameras for an initial cost of \$20,400.
7. GIS Independent Contractor Agreement. *Staff recommends approving a contract of services to Alexis Araoz in the not to exceed amount of \$40,000 pursuant to the provisions of Chapter 5, Article 8, Section 5-8-14(F) of the Carol Stream Code of Ordinances.*

I. ORDINANCES:

1. Ordinance No. 2022-06-____ Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Increasing the Number of Class A Liquor Licenses from 14 to 15 (Silver Oaks Carol Stream Inc. d/b/a Tracy's Carol Stream, 1030 Fountain View Drive).
2. Ordinance No. 2022-06-____ Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Increasing the Number of Class VC Liquor Licenses from 0 to 1 (CS Entertainment LLC d/b/a Mia's Café, 1485 Fair Oaks Road).

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3. Ordinance No. 2022-06-____ Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Increasing the Number of Class VC Liquor Licenses from 1 to 2 (Virbai 2022 Inc. d/b/a Winning Circle, 540 S. Schmale Road).

J. RESOLUTIONS:

1. Resolution No. ____ Approving Local Agency Agreement for Federal Participation Lies Road Bike Trail from Gary Avenue to Schmale Road – Amendment #2.
2. Resolution No. ____ Authorizing the Execution of an Illinois Department of Transportation Local Public Agency Engineering Services Agreement Supplement #2 for Federal Participation with regard to Lies Road Bike Path Extension from Gary Avenue to Schmale Road.

K. NEW BUSINESS:

1. Receipt of the Carol Stream Public Library Annual Report for Fiscal Year ending April 30, 2022.

L. PAYMENT OF BILLS:

1. Regular Bills: May 17, 2022 through June 6, 2022.
2. Addendum Warrants: May 17, 2022 through June 6, 2022.

M. REPORT OF OFFICERS:

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

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N. EXECUTIVE SESSION:

O. ADJOURNMENT:

LAST ORDINANCE	2022-05-28	LAST RESOLUTION	3250
NEXT ORDINANCE	2022-06-29	NEXT RESOLUTION	3251

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

May 16, 2022

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

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

Absent: None

Also Present: Village Manager Bob Mellor, Assistant Village Manager Joe Carey, Assistant to the Village Manager Tia Messino, Finance Director Jon Batek, Community Development Director Don Bastian, Director of Engineering Services Bill Cleveland, Public Works Director Phil Modaff, Assistant Director of Public Works Brad Fink, 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 May 2, 2022 Village Board Meeting. The results of the roll call vote were as follows:

Ayes: 5 Trustees Berger, Garvey, Zalak, Frusolone and McCarthy

Nays: 0

Abstain: 1 Trustee Gieser

Absent: 0

The motion passed.

LISTENING POST:

1. Resolution No. 3248 Commending Donna Hawco on Twenty-Five Years of Service with the Village of Carol Stream - *read by Trustee McCarthy, after which Trustee McCarthy moved and Trustee Frusolone made the second to approve Resolution No.*

3248 Commending Donna Hawco on Twenty-Five Years of Service with the Village of Carol Stream. The results of the roll call vote were as follows:

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

Nays: 0

Abstain: 0

Absent: 0

The motion passed.

2. Proclamation Designating May Building Safety Month - *read by Trustee Gieser.*
3. Proclamation Observing 2022 Motorcycle Awareness Month - *read by Trustee Zalak.*
4. Addresses from Audience (3 Minutes). *Ms. Ellyn Feltes, a new resident residing at 853 Vale Road, requested to be allowed to install a new fence in the same location as her old fence on the corner of County Farm and Vale Roads. Ms. Feltes was advised to request a fence variation and go through the administrative process.*

PUBLIC HEARINGS:

1. Continued Public Hearing - 4N210 Old Gary Avenue - *continued from the May 2, 2022 Village Board meeting, noticed to receive comments from the public regarding the proposed Annexation Agreement for the property at 4N210 Old Gary Avenue owned by LiUNA Chicagoland Laborers' District Council Fund.*

Trustee Gieser moved and Trustee McCarthy made the second to reopen the Public Hearing continued from the May 2, 2022 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

Absent: 0

The motion passed.

After no public comments were received, Trustee Frusolone moved and Trustee Zalak made the second to close the Public Hearing. The results of the roll call vote were as follows:

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

The motion passed.

CONSENT AGENDA:

Trustee McCarthy moved and Trustee Garvey 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
Absent: 0

The motion passed.

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

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

The motion passed.

Trustee Gieser moved and Trustee Zalak 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

Absent: 0

The motion passed.

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

21-0026 – LiUNA, 4N210 Old Gary Avenue

Rezoning to I Industrial District upon Annexation

Recommended Approval 4-0

The Village Board concurred with Plan Commission’s recommendation

Special Use Permit for Union Hall and Training Facility

Front Yard Building Setback Variation

Recommended Approval Subject to Conditions 4-0

The Village Board concurred with Plan Commission’s recommendation

Salt Purchase for Winter 2022/23:

The Village Board approved the purchase of rock salt from Morton Salt Company, Inc. in accordance with terms and conditions as established under DuPage County Bid #22-044-DOT at a cost not-to-exceed \$197,288.00 pursuant to the provisions of Sections 5-8-3(B) and 5-8-14(L) of the Carol Stream Code of Ordinances.

Urban Forest Management Plan (UFMP):

The Village Board approved the Urban Forest Management Plan which is intended to guide decision-making regarding management of trees on public property over the next ten years.

Ordinance No. 2022-05-24 Amending the Village of Carol Stream Code of Ordinances, Chapter 12, Public Ways and Properties, to Replace Article 3, Section 16 with a New Section 16-Tree Preservation:

The Village Board approved amending the Code of Ordinances, Chapter 12-Public Ways and Properties and replacing Article 3, Section 16 to Tree Preservation which includes a correction to scrivener’s error.

Ordinance No. 2022-05-25 Approving an Annexation Agreement – 4N210 Old Gary Avenue:

The Village Board approved an Annexation Agreement for the property at 4N210 Old Gary Avenue owned by LiUNA Chicagoland Laborers' District Council Fund.

Ordinance No. 2022-05-26 Annexing Certain Territory into the Village of Carol Stream – 4N210 Old Gary Avenue:

The Village Board approved annexing 4N210 Old Gary Avenue owned by LiUNA Chicagoland Laborers' District Council Fund.

Ordinance No. 2022-05-27 Approving a Zoning Map Amendment to zone property to the I Industrial District upon Annexation to the Village of Carol Stream (4N210 Old Gary Avenue):

The Village Board approved the zoning map amendment to zone 4N210 Old Gary Avenue to the I Industrial District upon annexation to the Village of Carol Stream.

Ordinance No. 2022-05-28 Approving a Special Use Permit for a Union Hall and Training Facility and a Variation for Front Yard Building Setback (4N210 Old Gary Avenue):

The Village Board approved the Special Use Permit for a Union Hall and Training Facility and Unified Development Ordinance Variation for the Front Yard Building setback.

Resolution No. 3249 for Improvement under the Illinois Highway Code – Morton Road Reconstruction (Section 22-00067-00-WR):

The Village Board approved Resolution No. 3249 for Improvement under the Illinois Highway Code for Morton Road Reconstruction prior to bidding and award of contract in the amount of \$580,800.00.

Resolution No. 3250 for Maintenance of Streets and Highways by Municipality under the Illinois Highway Code – 2022 Crackfill Project (Section 23-00000-00-GM):

The Village Board approved Resolution 3250 for Maintenance of Streets and Highways by Municipality under the Illinois Highway Code for the 2022 Crackfill Project prior to bidding and award of contract with a cost estimate of \$75,000.00.

Reappointment of Gabriel Murcia to the Board of Fire and Police Commission:

The Village Board reappointed Gabriel Murcia to the Board of Fire and Police Commission with a term expiring April 30, 2025.

Regular Bills and Addendum Warrant of Bills:

The Village Board approved payment of Regular Bills dated May 16, 2022 in the amount of \$2,283,265.12. The Village Board approved the payment of Addendum Warrant of Bills from May 3, 2022 thru May 16, 2022 in the amount of \$669,571.16.

Treasurer's Report:

The Village Board received the Revenue/Expenditure Statements and Balance sheet for the month ended April 30, 2022.

REPORT OF OFFICERS:

Trustee Berger congratulated and thanked Donna Hawco for her 25 years of service and dedication to the Village; congratulated all the spring graduates, especially his daughter Emily who is graduating from Glenbard North; wished his daughter Tyler a happy belated birthday; and wished everyone a happy spring.

Trustee Garvey welcomed back Mayor Saverino; congratulated Donna Hawco on her service milestone; thanked Officers Babor and Petragallo for their years of service to Carol Stream; said he was looking forward to the Memorial Day ceremony on May 30th at Veterans Memorial Plaza; and commended staff on the outstanding Urban Forest Management Plan they prepared, especially authors Jason Pauling, Michele Lopez, Patrick Tunney, Phil Modaff and Tia Messino.

Trustee Zalak thanked Donna Hawco for her 25 years of service to the Village; recognized and gave a brief history of National Police Week which is May 15-21, 2022; thanked Chief Holmer and all the officers in the Carol Stream Police Department for their service; congratulated Officers Petragallo and Babor on their retirements; reminded residents to stop at the crosswalk stop line at bike paths; and asked that we keep the police and military in our prayers and thoughts.

Trustee Gieser welcomed back Mayor Saverino; congratulated Donna Hawco on her 25-year milestone with the Village Engineering Department; congratulated all spring graduates including his niece Donna Gieser who graduated from U of I this weekend; encouraged residents to participate in the Carol Stream Independence Day Parade fundraiser Wednesday May 18th at Culver's on Schmale Rd; announced the good news that this year's parade will include the Great Lakes Naval Band; invited Assistant to the Village Manager Messino to share details of the upcoming Geek Fest on May 21st; and reported on his recent talk with youth at Evergreen School who shared their ideas on how to improve our community.

Trustee Frusolone thanked Donna Hawco for her 25 years of service to the Village; congratulated Officers Babor and Petragallo on their retirements; congratulated all graduates, especially her son Daniel who graduated from Bradley University as a high school history teacher, son Dominic who's about to graduate from Glenbard North, and her nephew graduating from Marquette University; commended staff on the excellent Urban Forest Management Plan; and thanked Assistant to the Village Manager Messino and staff for putting together a wonderful summer event schedule including the inaugural Geek Fest scheduled for May 21st.

Trustee McCarthy congratulated Donna Hawco on her 25-year service milestone; asked residents to put up a blue light at their houses in honor of National Police Week; and thanked all our Carol Stream officers for their service to our community.

Assistant to the Village Manager Messino gave an update on the upcoming inaugural Geek Fest scheduled for May 21st and Taste of Carol Stream on June 11th, including the status of sponsorships coming in.

Village Clerk Schwarze welcomed back Mayor Saverino and wished him a happy birthday; congratulated Donna Hawco on her 25-year anniversary; recognized our Police Department for being a model of positive community partnership and thanked all our officers who put their lives on the line every day; reminded residents that this Thursday May 19th starts early voting for the Primary; offered to help any Illinoisan in need of voter registration; extended an invitation to join her Pond & Stream Sweep team at Town Center this Saturday; encouraged residents to attend the Memorial Day ceremony on May 30th; and reminded everyone to shop and dine in Carol Stream.

Attorney Rhodes congratulated Donna Hawco on her service milestone, and deferred to Village Manager Mellor to explain a change order issue pertaining to our flexible pavement project.

Village Manager Mellor gave an update on current road work and asked that motorists observe construction zone speed limits. He explained that our contractor Arrow Construction recently discovered after excavating St. Paul Blvd. that the base layer was in very poor condition and needs replacement. As the purchasing agent, Village Manager Mellor requested the Board approve a preliminary emergency change order for approximately 10% or \$300,000 to make the necessary correction to this pavement. Attorney Rhodes explained that this request meets the provisions of the municipal change order statute that requires three findings: (1) the change order was not foreseeable at the time the original bid was entered into (2) the change order is germane to the original contract; and (3) the change order is in the best interest of the Village. The consensus of the Board was to approve the preliminary emergency change order for approximately \$300,000, with the understanding that the actual change order will be brought to the Board for formal approval at the next Village Board meeting on June 6, 2022.

Mayor Saverino thanked the Village Board and staff for a job well done in his absence and said it was a pleasure to be back; congratulated Donna Hawco on her 25-year milestone and thanked her for her service; commended Public Works Director Modaff and staff on the excellent Urban Forest Management Plan; recognized National Police Week, thanking our outstanding Carol Stream Police Department and Social Services staff; and commended our Village on being a team.

At 7:01 p.m., Trustee McCarthy moved and Trustee Frusolone made the second to adjourn the meeting to Executive Session to discuss collective negotiating matters pursuant to 5/ILCS 120/2(c)(2), 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

Absent: 0

The motion passed.

FOR THE BOARD OF TRUSTEES

Frank Saverino, Sr., Mayor

ATTEST:

Julia Schwarze, Village Clerk

PROCLAMATION

PROCLAIMING PRIDE MONTH

WHEREAS, our nation was founded by a set of principles that every person has been created equal, that each has rights to their life, liberty and pursuit of happiness and that each shall be accorded the full recognition and protection of law; and

WHEREAS, the Village of Carol Stream Lesbian, Gay, Bisexual, Transgender, Queer or Questioning, Intersex, and Asexual (LGBTQIA) residents are a vital part of all fields and professions and contribute to a stronger community; and

WHEREAS, Carol Stream is dedicated to fostering acceptance of all its citizens and preventing discrimination and bullying based on sexual orientation and gender identity; and

WHEREAS, Carol Stream is strengthened by and thrives upon the rich diversity of ethnic, cultural, racial, gender and sexual identities of its residents; all of which contribute to the vibrant character of our Village; and

WHEREAS, the month of June is traditionally recognized as Pride Month to commemorate the Stonewall Riots of June 1969; and

WHEREAS, the Centers for Disease Control (CDC) recognizes that LGBTQIA teens are at higher risk to be the victims of violence and have increased suicide rates; and

WHEREAS, it is imperative that people in our community, regardless of sexual orientation or gender identity, feel valued, safe, empowered, and supported by their peers, educators, and community leaders.

NOW, THEREFORE, BE IT PROCLAIMED THAT I, MAYOR FRANK SAVERINO 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 June, 2022 as Pride month in Carol Stream and welcome our residents to join us at our June 16th Pride Concert to recognize the contributions made by members of the LGBTQIA community and to actively promote the principles of equality and liberty in the Village.

PROCLAIMED THIS 6TH DAY OF JUNE, 2022.


Frank Saverino Sr., Mayor

ATTEST:

Julia Schwarze, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager

FROM: Philip J. Modaff, Director of Public Works 

DATE: May 17, 2022

RE: Motion to Purchase Large Water Meters and Supplies

The Water and Sewer Division will undertake annual program of testing large water meters in the coming months to help limit water loss as a result of inaccurate metering. When meters test outside of the American Water Works Association (AWWA) accuracy standards they are scheduled for replacement by staff. Large meters are tested on a schedule of either every two or four years based upon their size (in accordance with AWWA recommendations). In addition, purchase of other large meters may occur when any meters outside of the testing program are found to be faulty and are replaced at Village expense and when a meter is required to accommodate a new business or development (for which there is an offsetting revenue).

Several years ago staff identified the various large meter options and identified the Sensus Omni meter as the most attractive option due to its excellent performance ratings, maintenance history and our own experience. This meter style is compatible with the Village's meter reading equipment and is available for purchase through an authorized sole-source supplier (Core & Main) located here in Carol Stream. An equipment price sheet from Core & Main is attached which contains current pricing. Also attached is a letter from the manufacturer dated January 28, 2022, identifying Core & Main as the current sole source provider in this area. Purchases of meters will be made throughout the year as needed, and the total amount expended will not exceed the budgeted amount of \$50,000.

It is recommended that the Village Board authorize the purchase of large water meters and supplies from Core & Main in an amount not-to-exceed \$50,000 pursuant to the provisions of Section 5-8-3(B) and subsection 5-8-14(C) of the Carol Stream Code of Ordinances.

Attachments

Jim Grillo
Sensus USA, Inc
Mid-West Director of Sales
612-867-3283
jim.grillo@xylem.com



January 28, 2022

To Whom It May Concern:

Sensus, a Xylem brand is pleased to announce that **Core & Main – Illinois** is the exclusive Authorized Distributor of Sensus products and a Value Added Reseller (VAR) for Sensus Services such as SaaS in your area in the state of Illinois.

Please contact your Core & Main representative for all of your Sensus needs. Purchasing Sensus products and services from the authorized distributor for your area ensures that your products will be properly supported and warranted.

We look forward to the opportunity of providing your firm with quality water measurement equipment and support in the near future. Please feel free to contact me at jim.grillo@xylem.com regarding this or any other matter.

Sincerely

A handwritten signature in black ink, appearing to read "J. Grillo". The signature is stylized and cursive.

James C. Grillo
Mid-West Director of Sales
Sensus USA, Inc



220 E. Weigelt Carroll Stream IL 60188

March 23, 2022

Village of Carol Stream

Attn: Ron Roben

Subject: 2022 Quotation for Sensus Water Meters

New 1 1/2" - 2" OMNI R1 Water Meters

1 1/2" Sensus OMNI R2 Water Meter With Integral Strainer, AMR Output	\$495 00 ea
2" Sensus OMNI R2 Water Meter With Integral Strainer, AMR Output	\$675 00 ea

New 1 1/2" - 6" OMNI C2 Water Meters

1 1/2" Sensus OMNI C2 Water Meter With Integral Strainer, AMR Output, Pulse Output and Test Outlet	\$1,148 00 ea
2" Sensus OMNI C2 Water Meter With Integral Strainer, AMR Output, Pulse Output and Test Outlet	\$1,325 00 ea.
3" Sensus OMNI C2 Water Meter With Integral Strainer, AMR Output, Pulse Output and Test Outlet	\$1,678 00 ea
4" Sensus OMNI C2 Water Meter With Integral Strainer, AMR Output, Pulse Output and Test Outlet	\$3,030 00 ea
6" Sensus OMNI C2 Water Meter With Integral Strainer, AMR Output, Pulse Output and Test Outlet	\$5,236 00 ea

Please Note: 8" and 10" Pricing Available Upon Request

New 1 1/2" - 6" OMNI T2 Water Meters

1 1/2" Sensus OMNI T2 Water Meter With Integral Strainer, AMR Output, Pulse Output and Test Outlet	\$785 00 ea
2" Sensus OMNI T2 Water Meter With Integral Strainer, AMR Output, Pulse Output and Test Outlet	\$932 00 ea
3" Sensus OMNI T2 Water Meter With Integral Strainer, AMR Output, Pulse Output and Test Outlet	\$1,208 00 ea
4" Sensus OMNI T2 Water Meter With Integral Strainer, AMR Output, Pulse Output and Test Outlet	\$2,352 00 ea
6" Sensus OMNI T2 Water Meter With Integral Strainer, AMR Output, Pulse Output and Test Outlet	\$4,235 00 ea

Please Note: 8" and 10" Pricing Available Upon Request

Meter Accessories

3 Conductor Wire 22GA Wire	(500' Roll)	13'	\$60 00 roll
Lead Seals	(500/Pack)		\$0 10 ea
Seal Wire	(1000' Roll)	10'	\$100 00 roll
#4G Solid Copper Ground Wire	(200' Roll)	\$1 50	\$300 00 roll
Ground Clamps (5/8"-1")			\$3 35 ea
Touchpad			\$8 00 ea
Meter Gaskets (5/8"-3/4")	(100/Pack)		\$0 12 ea.
Meter Gaskets (1")	(100/Pack)		\$0 15 ea.
5/8" Brass Tailpieces 'No Lead' - DOMESTIC			\$27 00 pair
3/4" Brass Tailpieces 'No Lead' - DOMESTIC			\$23 00 pair
1" Brass Tailpieces 'No Lead' - DOMESTIC			\$37 00 pair
1 1/2" Brass Flanges 'No Lead' - DOMESTIC			\$147 00 pair
2" Brass Flanges 'No Lead' - DOMESTIC			\$178 00 pair
1 1/2" Brass Flanges 'No Lead' - IMPORT			\$74 00 pair
2" Brass Flanges 'No Lead' - IMPORT			\$97 00 pair
3" Brass Flanges 'No Lead' - DOMESTIC			\$348 00 pair
4" Brass Flanges 'No Lead' - DOMESTIC			\$520 00 pair
6" Brass Flanges 'No Lead' - DOMESTIC			\$1,060 00 pair
1 1/2" Cast Iron Flanges with BNG - IMPORT			\$35 00 pair
2" Cast Iron Flanges with BNG - IMPORT			\$45 00 pair
3" Cast Iron Flanges with BNG - DOMESTIC			\$165 00 pair
4" Cast Iron Flanges with BNG - DOMESTIC			\$249 00 pair
6" Cast Iron Flanges with BNG - DOMESTIC			\$440 00 pair


Please Note: Pricing subject to change due to volatile market conditions.

Prices are good until April 30th 2023. Delivery can be made from stock to within twenty-four (20) weeks from receipt of your purchase order. Our terms of payment are net thirty (30) days.

Sincerely,

Territory Manager

Village of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager
FROM: Adam Frederick, Assistant Village Engineer 
DATE: May 31, 2022
RE: 2022 Flexible Pavement Project – Change Order 1
(St. Paul Boulevard Base Failure)

In March, the Mayor and Board approved a contract with Arrow Road Construction of Elk Grove Village in the amount of \$2,444,495.50 with a budget of \$2,600,000.00 through the Capital Projects Fund.

Shortly after the asphalt surface was milled off of St. Paul Boulevard base failures were noticed. Within a matter of days truck traffic caused the failures to spread causing unsuitable clay to make its way through the asphalt base layers and cause severe rutting.

Upon consulting with Testing Services Corporation, our materials testing firm, it was recommended that the contractor remove 8" of the failing base and install 8" of asphalt binder course in addition to placing large rock (PGE) below the new binder as need. Pricing for these two items was not anticipated in the original contract, however Arrow Road Construction provided fair unit pricing at \$57.00/square yard for removal and asphalt binder installation and \$170.00/cubic yard for PGE.

If the roadway was left for any length of time without immediate action being performed on the roadway base, the roadway likely would have needed to be completely shut down to traffic causing issues for adjacent industrial businesses. Additionally, the cost of repairs would likely have been greater as well. Therefore, unit price for this unforeseen work was accepted by staff based on the Board's verbal approval and repairs are now complete.

The final cost for the St. Paul Base Repairs is as follows:

ITEM	UNIT	UNIT PRICE	QUANTITY	TOTAL
Class D Patch, Type IV – 8"	SQ YD	\$57.00	5,140	\$292,980.00
Undercuts (R&R with PGE)	CY	\$170.00	70	\$11,900.00
				\$304,880.00

Engineering recommends approval of the Change Order 1 in the amount of \$304,880.00 bring the revised contract amount for this project to \$2,749,375.50.

Cc: Bill Cleveland, Village Engineer
Jon Batek, Finance Director



Arrow Road Construction Co.

3401 South Busse Road – P.O. Box 334 * Mt. Prospect, Illinois 60056-0334
Phone: 847-437-0700 * Fax 847-437-0779

Algonquin Plant
Phone: 847-658-1140
Fax: 847-783-6697

Carpentersville Plant
Phone: 847-783-6680
Fax: 847-783-6697

May 16, 2022

Mr. Adam Frederick, P.E.
Village of Carol Stream
500 N. Gary Ave.
Carol Stream, IL 60188

Re: 2022 Flexible Pavement Project
Arrow Job No. 62822

Dear Mr. Frederick

We are pleased to submit, for your review and approval, the following agreed unit price for the referenced project:

CL D Patch Ty IV – 8"	5,000SY	\$57.00/SY	\$285,000.00
Undercuts (R&R w/PGE)	160 CY	\$170.00/CY	\$27,200.00

If you have any questions or concerns please feel free to contact me.

Respectfully,
Arrow Road Construction Company

Jon Geier

Jon Geier
Estimator

Cc: Butch Sebers, Project Superintendent
Jean Danecker, Project Accountant
Nick Eichenold, Project Estimator

CHANGE ORDER NO. 1

PROJECT: 2022 Flexible Pavement Project

DATE OF ISSUANCE: May 31, 2022

OWNER: Village of Carol Stream

CONTRACTOR: Arrow Road Construction
Company

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

Description: Base Failures on St. Paul Boulevard


Purpose of Change Order: Increase contract amount

Attachments: Agreed Unit Pricing Sheet from Arrow Road Construction

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIME:	
Original Contract Price:	\$ 2,444,495.50	Original Contract Time:	March 21, 2022
Previous Change Orders:	\$ 0	Change from previous Change Orders:	None
Current Contract Price:	\$ 2,444,495.50	Current Contract Time:	August 26, 2022
Net increase/(decrease) of this Change Order:	\$ 304,880.00	Net increase/(decrease) of this Change Order:	None
Contract Price with this Change Order:	\$ 2,749,375.50	Contract Time with this Change Order:	August 26, 2022

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

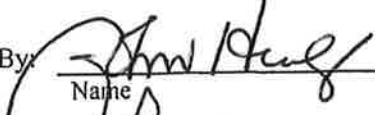
RECOMMENDED:
Engineering Services Dept.

By: 
William N. Cleveland
Director of Engineering Services

APPROVED:
Village of Carol Stream


By: _____
Bob Mellor
Village Manager

ACCEPTED:
Arrow Road Construction

By: 
Name
President
Title

Village of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager

FROM: William N. Cleveland, Director of Engineering Services 

DATE: May 31, 2022

RE: 2022 Asphalt Rejuvenator Project – Request to Waive Bids and Award Contract

In 2004, the Village tested a product called GSB-88 to slow pavement deterioration due to oxidation and other weather related stresses. This product exceeded our expectations and provided the added benefit of waterproofing and an initial black color. It is important that we continue this project even in difficult economic times so that Village roadways will have a long service life and delay expensive reconstruction.

The product is proprietary and is not able to be funded through IDOT Motor Fuel Tax dollars. This falls under Village Code section 5-8-14 “Contracts or Purchases Without Bid” (C) Purchases which may only be made economically from a single source.

American Road Maintenance has provided a quote of \$1.15 per square yard for 300,000 square yards of pavement rejuvenation. This is \$0.05 more than the previous year’s price per square yard. Although we previously awarded this project in the fall, we now award the contract prior to summer to avoid cure problems associated with cooler weather.

The budget for Pavement Preventative Maintenance Program is in the Roadway portion of the Capital Projects Fund this year in the amount of \$500,000.00, leaving about \$165,000 for the Pavement Patching, Marking, and Preservative Sealer Projects, which totaled \$80,000 in 2020, and \$190,000 in 2019, and \$115,000 last year.

Engineering staff therefore recommends that the 2022 Asphalt Rejuvenator Project be awarded to American Road Maintenance at the unit price submitted for a cost not to exceed \$335,024.90 pursuant to the provisions of Section 5-8-3 (B) and Section 5-8-14 (C) of the Carol Stream Code of Ordinances.

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

Attachments

INDEPENDENT CONTRACTOR'S AGREEMENT

THIS AGREEMENT entered into by and between AMERICAN ROAD MAINTENANCE herein referred to as the "*First Party*"; and the **VILLAGE OF CAROL STREAM**, 500 North Gary Avenue, DuPage County, Illinois, hereinafter referred to as the "*Second Party*".

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

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

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

Body may provide records to those requesting them within the timeframes required. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Public Body and if possible, the Public Body shall request an extension so as to comply with the Act. In the event that the Public Body is found to have not complied with the Freedom of Information Act, based upon Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorney fees and penalties.

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

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

This agreement shall be in effect from the ___ day of _____ 20__ until the ___ day of _____, 20__ inclusive.

IN WITNESS WHEREOF, THE PARTIES have executed this agreement this ___ day of __ 20__.

FIRST PARTY:

CONTRACTOR American Road Maintenance

SIGNED J.A. Coghilly

BY: J.A. Coghilly Jr

TITLE: President

SECOND PARTY:

VILLAGE OF CAROL STREAM

SIGNED: _____

BY: _____

TITLE: _____
INSURANCE

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

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

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

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

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

Contractor agrees that in all insurance coverage's obtained in compliance with the indemnity provisions of this contract the Village shall be named as additional named insured's on the comprehensive general liability and automobile liability policies in an ISO approved policy form and that such certificate of insurance shall contain **no** provision limiting carrier's liability for failure to give insured parties at least 30 days written notice of cancellation of such policy.

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

I, JOSEPH Coghill JR (name), certify that I am employed as the PRESIDENT (title) of AMERICAN ROAD MAINTENANCE (company), a party to the Agreement to which this certificate is attached, and I hereby certify that I am authorized to make this certificate and that I have personal knowledge of the matters certified to herein, and that following certifications are true and correct:

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

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

2. Payments to Illinois Department of Revenue

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

3. Non-Discrimination: EEOC

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

4. Human Rights Act

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

5. Sexual Harassment Policy

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

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

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

6. Compliance with Freedom of Information Act (FOIA)

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

AMERICAN ROAD MAINTENANCE
Firm Name

By: J. A. Coghill JR
Name/Title

J.A. Coghill JR
Signature

SUBSCRIBED AND SWORN to before
me this 15th day June, 2022

[Signature]
Notary Public





1485 E. Thorndale
Itasca, IL 60143
630.417.0227
630.729.3033 Fax

May 15th, 2022

Village of Carol Stream
500 N. Gary Avenue
Carol Stream, IL 60188
630.871.6220 X-6408
Attn: Bill Cleveland
bcleveland@carolstream.org

Re: Various Streets
Carol Stream, IL

We propose to furnish labor and materials to complete the items listed below:

SEALING:	
GSB-88 Asphaltic Rejuvenator	

Clean specified area free of foreign matter such as dirt and gravel. Scrape and broom oil and grease spots. Apply the appropriate amount of GSB-88 Rejuvenator based on pre-test results. GSB-88 is a pavement rejuvenator designed to protect and restore plasticity, retard aging, and prevent loss of durability in bituminous pavement. GSB-88 protects and preserves bituminous pavement by sealing, penetrating and rebinding the asphaltic mix together. This penetrating action plasticizes the binder of the asphalt.

Specification:

Pre-test pavement to determine proper application rate based on existing pavement conditions. GSB-88 Rejuvenator shall be applied at appropriate rates based on pre-test results.

Pricing is determined by the quantity purchased each year:

250,000 To 350,000	SY of GSB-88 Installed	@	\$1.15 per SY
200,000 To 249,999	SY of GSB-88 Installed	@	\$1.20 per SY
150,000 To 199,999	SY of GSB-88 Installed	@	\$1.25 per SY
100,000 To 149,999	SY of GSB-88 Installed	@	\$1.30 per SY
50,000 To 99,999	SY of GSB-88 Installed	@	\$1.35 per SY
10,000 To 49,999	SY of GSB-88 Installed	@	\$1.45 per SY

Optional Items:

Notification of Residents With Flyers	CALL FOR PRICING
Traffic Control	CALL FOR PRICING
Replacement of Pavement Markings	CALL FOR PRICING

RESTRICTIONS:

- Above prices will be held through the 2022 season.
- Above quantities are estimates only. Upon completion of work, field measurements will be taken and the total cost will be actual field measurements times unit costs.
- Price does not include permits, bonds, material testing or contractor's license if required.

Thank you for the opportunity to bid this project with your organization.

Sincerely,

Skip Coghill

If you wish to accept this proposal, please date, sign, and return one copy to above address:

Date _____

Signature _____



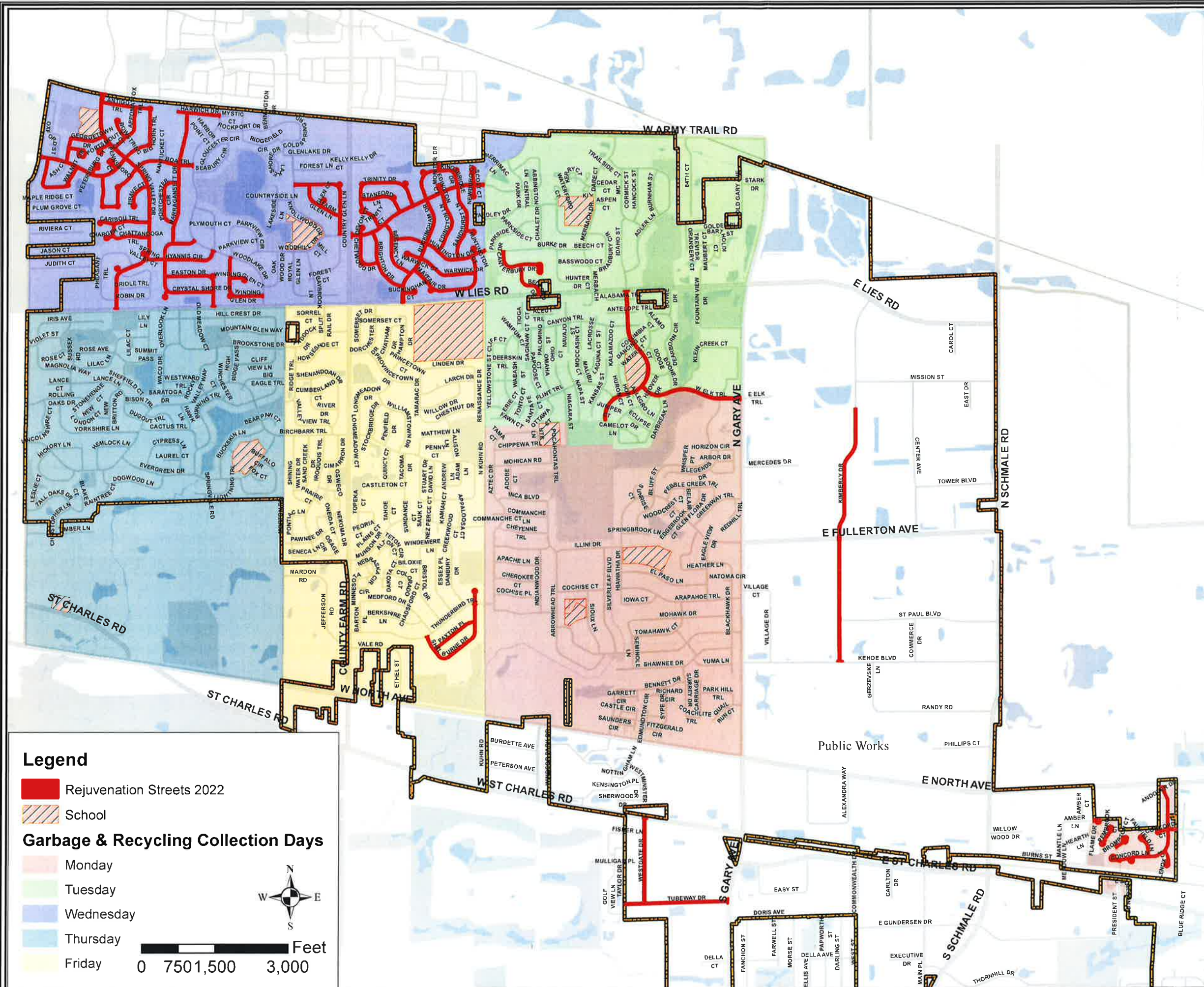
Village of Carol Stream 2022 Rejuvenation Project

Street Name	Area SY	Street Name	Area SY
Antigo Trl	3132	Kimberly Dr	20295
Appomattox Trl	3074	Kingsbridge Dr	5671
Arlington Ct	1187	Lenox Ct	1408
Bedford Dr	2486	Mayfair Dr	6821
Big Horn Trl	4491	Monitor Dr	447
Boa Trl	10163	Narragansett Dr	8128
Bowstring Ct	1673	Newburg Ct	1222
Brave Ct	2106	Paxton Pl	3029
Brighton Dr	4160	Pembroke Ct	2121
Brompton Ct	1558	Pennsboro Ct	1139
Buckingham Ct	1229	Petersburg Ct	1278
Buckingham Dr	7567	Portchester Cir	3542
Canterbury Dr	4345	Portsmouth Ct	1283
Caribou Trl	3490	Potomac Ct	1781
Charger Ct	887	President Ct	1002
Chattanooga Trl	2962	Regency Ln	3723
Chetwood Dr	3027	Sandhurst Ct	1030
Concord Ct	1075	Sandhurst Ln	4647
Concord Ln	6743	Scott Ct	1524
Country Glen Ln	6683	Shelburne Dr	7242
Crystal Shore Ct	916	Shorewood Dr	661
Crystal Shore Dr	7327	Spring Valley Ct	914
Devon Ct	1010	Spring Valley Dr	20580
Easton Dr	5328	Stanford Ln	3490
Edington Ct	914	Trinity Dr	8792
Edington Ln	3842	Tubeway Dr	8162
Fairfield Ln	1775	W Elk Trl	8620
Farm Glen Ln	3106	Walnut Cir	5024
Georgetown Dr	3676	Warwick Ct	1393
Glen Ct	929	Warwick Dr	3648
Harwich Dr	2646	Westgate Dr	6863
Huntington Ct	866	Winding Glen Ct	1546
Huntington Dr	6224	Winding Glen Dr	5165
Hyannis Cir	4512	Woodhill Dr	10742
Idaho St	13284		

Project Total = 291,326 SY

Date: May 20, 2022

Produced By: Department of Engineering and GIS



Legend

- Rejuvenation Streets 2022
- School


Garbage & Recycling Collection Days

- Monday
- Tuesday
- Wednesday
- Thursday
- Friday

0 750 1,500 3,000 Feet

Village of Carol Stream
Interdepartmental Memorandum

TO: Robert Mellor, Village Manager

FROM: William N. Cleveland, Director of Engineering Services 

DATE: June 1, 2022

RE: Southeast Bike Path Project – Agreement for Local Public Agency Land Acquisition, Negotiation and Appraisal Services

In December of 2016, the Village was granted \$1,021,000 from the Surface Transportation Program to construct a bike path along Schmale Road, Gundersen Drive, President Street and through Community Park. Subsequent grants from the Transportation alternatives Program (\$583,200 for design and easement acquisition), and the Illinois Transportation Enhancement Program (\$361,260 for construction cost increases and engineering) have increased the project grant funding to nearly \$2,000,000.

Funding for right-of-way and easement acquisition was granted in the amount of \$350,903, with the Village's local match of \$108,797, for a total of \$459,700 estimated to acquire 18 properties. Surveying, plats and legal documents were completed as part of the design engineering. All work must follow state and federal procedures as a condition of the grants.

Based on the projected total number of parcels of right-of-way to be acquired a proposal of \$158,600 has been submitted by Santacruz Land Acquisitions. They have previously acquired property needed for the West Branch/Fair Oaks Road bike trail project and more recently the Kuhn Road bike trail extension. Santacruz Land Acquisitions has been approved by the Illinois Department of Transportation and is familiar with state and federal rules regarding property acquisitions. The agreement and proposal have been reviewed and approved by the Village Attorney.

Engineering staff therefore recommends that in accordance with Village Code section 5-8-14(A) Contracts or Purchases without bid, Santacruz Land Acquisitions be awarded a contract for land acquisition, negotiation and appraisal services, for the Southeast Bike Path project, as a cost not to exceed \$158,600.

Attachments

Cc: Jon Batek, Finance Director
Adam Frederick, Assistant Village Engineer

**AGREEMENT FOR LOCAL PUBLIC AGENCY
LAND ACQUISITION, NEGOTIATION AND APPRAISAL SERVICES**

LOCAL PUBLIC

AGENCY (LPA): Village of Carol Stream
ADDRESS: 500 N. Gary Avenue, Carol Stream, IL 60188

PROJECT: Southeast Bike Path

1. THIS AGREEMENT FOR LOCAL PUBLIC AGENCY LAND ACQUISITION, NEGOTIATION AND APPRAISAL SERVICES (hereinafter referred to as the "Agreement") is made by and between Santacruz Associates Ltd. whose address is 222 Northfield Road – Suite 201, Northfield, IL 60093 (hereinafter referred to as "Negotiator") and LPA for certain negotiation, appraisal and review appraisal services concerning the acquisition of right of way (hereinafter referred to as the "Land Acquisition Services") for the future construction of improvements to the Project (as defined above). Said Land Acquisition Services are fully described and shall be in accordance with the Scope of Services attached hereto as Exhibit A and made a part hereof.

2. Said Land Acquisition Services shall be furnished by Negotiator at the rates as provided for in Exhibit A. Said Land Acquisition Services shall be conducted in accordance with Chapters 2, 3 and 4 of the Land Acquisition Policies and Procedures Manual (hereinafter referred to as the "Manual") of the Illinois Department of Transportation (hereinafter referred to as "IDOT") and the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (hereinafter referred to as the "Act"), as well as any policies or procedures of LPA.

3. LPA will furnish Negotiator with parcel plats, legal descriptions, title reports or evidence of ostensible ownership for each parcel. It is understood and agreed that LPA shall be considered to be the owners of all plats, legal descriptions, ownership and occupancy records, forms of deeds and easements, title reports, and any and all other material furnished, prepared or obtained by Negotiator during the course of providing the Land Acquisition Services in accordance with this Agreement. Upon termination of this contract for any reason, or upon completion of the negotiation and/or acquisition of each parcel, as the case may be, the file for each said parcel maintained by the Negotiator shall be delivered to LPA. Negotiator's parcel files shall be available for inspection or review of its contents by LPA personnel at any time during normal business hours.

4. Where the acquisition of a parcel involves the displacement of an owner or tenant occupant from a residence or any personal property thereof, Negotiator and LPA shall determine how relocation assistance will be provided to the property owner. LPA acknowledges that no relocation services are a part of this Agreement unless a specific amendment to this Agreement covering such relocation services has been signed by Negotiator and LPA.

5. It is understood that appearances in court and pretrial conferences may be required in relation to said Land Acquisition Services and it is agreed that such appearance or appearances shall be made upon request of LPA or trial counsel hired by LPA (or IDOT, as the case may be). LPA acknowledges that no such services for appearing in court or at pretrial conferences are a part of this Agreement unless a specific amendment to this Agreement covering such services has been signed by Negotiator and LPA.

6. It is agreed that Negotiator may be expected to attend planning or status meetings with LPA and/or their respective agents in order to facilitate said Land Acquisition Services. In such cases, Negotiator shall be entitled to additional of compensation from LPA in the amount \$250.00 per hour.

7. Invoices for negotiation services will be submitted for payment to LPA each month for services rendered by Negotiator in the previous month. All invoices will show the parcel number or numbers and the services provided for those parcels. Invoices for services in connection with pretrial conferences and court testimony or other services will show the items listed above and in addition, will include a statement of the nature of services performed and amount of time thereon. Invoices shall be paid by LPA within 30 days or shall be subject to interest of 1 ½% per month.

8. Negotiator warrants that he/she has not employed or retained any company or person, other than a bonafide employee working solely for him/her, to solicit or secure this contract, and that Negotiator has not paid or agreed to pay any company or person, other than a bonafide employee working solely for Negotiator, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the contract.

9. Negotiator hereby certifies that, if any conflict of interests arises in any of the parcels subsequently assigned, Negotiator will immediately inform LPA for a resolution of said conflict.

10. Changes in the work to be performed under this Agreement may be made at any time in writing by LPA. If such changes justify an increase or decrease in the compensation as set forth in Exhibit A, an equitable adjustment shall be made and this Agreement shall be modified accordingly. Documentation prepared by Negotiator which is considered inadequate will be augmented and errors will be corrected upon request without additional cost.


11. LPA may terminate this Agreement at any time and for any cause by a notice in writing to Negotiator. In the event of such termination, payment will be made to Negotiator for the services which have been provided to date.

12. This Agreement shall be binding on Negotiator and LPA and their respective executors, administrators, successors or assigns, as may be applicable.

13. This Agreement shall be governed by Illinois law.

IN WITNESS WHEREOF, the parties hereto have caused this Subcontract Agreement for Local Public Agency Land Acquisition Negotiation and Appraisal Services to be executed and delivered on the date written below.

For SANTACRUZ ASSOCIATES LTD.:


_____ Date: May 16, 2022
J. Steve Santacruz, President

For VILLAGE OF CAROL STREAM:

_____ Date: _____
By: _____
Its: _____

PROPOSAL FOR LAND ACQUISITION SERVICES

Village of Carol Stream

Transsystems Corp.



Southeast
Bike Path

**Santacruz Land
Acquisitions** 

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

Contact:
J. Steve Santacruz
847-868-9620
jsteve@santacruz-associates.com

1

EXECUTIVE SUMMARY

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

- Deliver the right of way on-time to meet the letting
- Manage the acquisition risks, including the cost of condemnation litigation
- Compliance with land acquisition policies and procedures and FWHA policies that effect the certification and funding of your project.

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

Delivery of right of way on-time keeps the project on its letting schedule. We understand that nothing is more important to the LPA.

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

Santacruz Land Acquisitions (“Santacruz”) will work with the staff for the LPA and/or Transystems Corp., Engineer for the LPA, (“Consultant”) to develop a land acquisition plan for the construction of the Southeast Bike Path project along Schmale Road (the “Project”) to assure that the goals are met.

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

CRITICAL ISSUE 2: MANAGE THE ACQUISITION RISKS

Equally important as the scheduled letting is the acquisition budget for the Project. Our team will suggest ways to minimize impacts and reduce costs in challenging acquisitions. We will also work with the LPA to minimize the condemnation referrals that impact the budget for this Project. At the same, our team will quickly identify parcels in the very beginning of the process that have title issues that can only be resolved through condemnation so that the team can develop strategies on moving the land acquisition process forward.

Your land acquisition consultant needs to have knowledge of the legal requirements necessary to position an agency for condemnation. Our team possesses that knowledge and has years of experience providing “expert witness” testimony in these matters.

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

CRITICAL ISSUE 3: COMPLIANCE WITH GOVERNMENT REGULATIONS

All land acquisition services must be performed in accordance with the Uniform Relocation Assistance and Real Property Act. In addition, we are familiar with IDOT’s land acquisition guidelines, policies and procedures.

We apply our team’s extensive collective decades of experience complying with federal and state laws and maximizing the team’s knowledge of the land acquisition policies of IDOT.

ADDITIONAL COMPONENT OF OUR PROPOSAL: BEP UTILIZATION

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

TEAM ORGANIZATION

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

WHY SANTACRUZ LAND ACQUISITIONS?

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

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

SUMMARY

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

COMPENSATION

Santacruz shall be entitled to the compensation as shown on the attached schedule. Our cost proposal, based on **eighteen (18)** projected parcels of right-of-way, is as follows:

<u>APPRAISALS:</u>	\$57,600.00
<u>APPRAISAL ESTIMATE:</u>	\$2,500.00
<u>REVIEW APPRAISALS:</u>	\$23,400.00
<u>NEGOTIATIONS:</u>	\$55,800.00
<u>SPECIALTY ENGINEERING:</u>	\$8,500.00

As directed, **Santacruz** shall invoice the LPA or Consultant for any fees and charges related to the acquisitions including, without limitation, (i) the cost of the later date title commitments, (ii) the cost of title insurance policies obtained on the parcels to be acquired, (iii) the cost of recording any necessary documents to complete the conveyance and obtain clear title, (iv) lender's fees related to the processing of any partial releases needed to provide clear title, and (v) land trustee processing fees. **Santacruz** shall include **\$600.00** per parcel for these charges. **Santacruz** shall pay any such fees and charges in excess of the **\$600.00** per parcel allowance for which Santacruz Land Acquisitions shall be entitled to additional compensation in the amount of any such payments pursuant to a separate work order issued.

Based on the projected total number of parcels of right-of-way to be acquired for the Project, the land acquisition negotiation services provided herein are offered a cost not to exceed of **\$158,600.00** as follows:

Land Acquisition Services	\$147,800.00
Direct Billable Expenses	\$10,800.00

2

TECHNICAL APPROACH

Santacruz shall perform all necessary services in the preparation of appraisals and review appraisals and the negotiation of the acquisition of necessary properties required for the completion of the Project. All services shall be performed in accordance with the policies and procedures of IDOT, as applicable, the Uniform Act and the Illinois Eminent Domain Act.

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

LAND ACQUISITION CRITICAL PATH STEPS – “OUR ROAD MAP”

Task 1: Notice to Proceed

Our services start after authorization to proceed from the LPA and IDOT (as may be necessary).

Task 2: Kick-off Meeting

Santacruz will meet with the LPA and/or Consultant to discuss the Project, identify issues and develop any necessary strategies to assure the timely completion of the Project.

Task 3: Delivery and Review of Project Information

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

Task 4: Introductory Notice to Owners

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

Task 5: Appraisal

The Appraiser shall make a detailed inspection of the properties and make such investigations and studies as are consistent with industry standard and necessary to derive sound conclusions for the preparation of appraisal reports. All appraisal work shall be completed within eight to ten weeks after commencement.

The Appraiser shall assist in analyzing and responding to valuation information provided by a property owner in support of a counter offer.

As necessitated by a change of ownership, a revision to the right of way or for condemnation purposes, **Santacruz** will furnish and deliver updated or revised appraisals. Such requests may be pursuant to a separate work order.

Task 6: Review Appraisal

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

As necessitated by a change of ownership, a revision to the right of way or for condemnation purposes, **Santacruz** will furnish and deliver updated or revised reviews. Such requests may be pursuant to a separate work order.

Task 7: Negotiation and Acquisition

Santacruz shall commence negotiations after approval by the LPA of the appraisals and the amount of just compensation to be offered to the property owner.

Before contacting the property owner, **Santacruz** will prepare and send the introductory letter to the property owner on the LPA's letterhead.

Santacruz will present the property owner with an offer package, which shall contain the Offer to Purchase and other documents to assist the property owner with reviewing the right-of-way request.

Santacruz will make all reasonable efforts to complete the acquisition of the right-of-way from the property owner.

Santacruz will not have any authority to determine administrative settlements. **Santacruz** will consult with the LPA for approval of any counter offers and upon acceptance by the LPA of any such counter offer, **Santacruz** will prepare the necessary documentation for administrative settlement.

Santacruz will review the title commitment provided for each parcel to determine the liens and encumbrances that will need to be addressed in order to complete the acquisition process for the LPA.

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

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

Condemnation Support

Santacruz understands that appearances in court and/or pretrial conferences, which may include depositions, and preparation for litigation or pretrial conferences may be required by the LPA so that it may complete the acquisition of the property through condemnation.

In the event, after making every reasonable effort to contact and negotiate with a property owner, **Santacruz** is unable to obtain a settlement for the acquisition of the right-of-way, **Santacruz** shall refer the parcel to the LPA for acquisition by condemnation.

In such case, at the request of the LPA or its trial counsel, the Appraiser assigned to appraise the parcel shall make any such appearances or complete such preparation work in order to assist with this process. In addition, at the request of the LPA or its trial counsel, the Negotiator assigned to negotiate the parcel shall make any such appearances or complete such preparation work in order to assist with this process. Such requests for trial appearances or condemnation support will be pursuant to a separate work order.

PERSONNEL

The experience and talent of the right of way professionals that make up the team for **Santacruz** will, to a large extent, be the basis for the success of keeping this Project on-time and within budget. **Santacruz** brings over twenty-five years of right of way acquisition experience. **Santacruz** has worked on thousands of acquisition parcels for ISTHA, IDOT, Cook, Kane, Lake, and Will Counties. We have also worked for numerous township and municipalities. **Santacruz** has years of experience handling some of the most complex land acquisition transactions.

The **Santacruz** staff includes two negotiators and two paralegals with years of experience in acquiring a variety of right-of-way parcels.

PRIOR EXPERIENCE

Santacruz Land Acquisitions was founded in 1992 and has grown to be one of the most dependable right-of-way negotiation firms in Illinois. **Santacruz** has been providing comprehensive right-of-way solutions, including negotiation activities and the coordination of the valuations of parcels for various public agencies.

3

EXHIBITS

- a. Pricing Schedule
- b. BEP Certification
- c. Team Resumes
- d. References & Letters of Recommendation
- e. Prior Work Experience

Compensation for Services

Appraisal Services

Appraisals	\$3,200.00
Waiver Valuations	\$1,900.00
Revision to appraisal due to change in ROW or plans ¹	\$1,500.00 - \$3,200.00

Review Appraisal Services

Review Appraisals	\$1,300.00
Revision to review appraisal due to change in ROW or plans ¹	\$900.00 - \$1,300.00

Negotiation Services

Negotiation and acquisition services for Right of Way including, without limitation, documentation of conveyance of property interest	\$3,100.00
Additional negotiations due to change in ownership or plans ¹	\$1,900.00 - \$3,500.00

Witness Services

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

Title Services (if applicable)

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

¹ May requires supplemental work order.

Village of Carol Stream
Interdepartmental Memo

TO: Village Board
VIA: Bob Mellor, Village Manager
FROM: Joe Carey, Assistant Village Manager
DATE: May 31, 2022
RE: **Recommendation to Reject Bids for Construction Services Contract**

Earlier this year, the Village contracted with Christopher B. Burke Engineering, Ltd. (CBBEL) to provide engineering and bid services for the Town Center Fountain repairs. The project is broken up into two phases. The first phase involves completing structural repairs to the fountain and the second phase involves relocation of the electrical equipment in the vault to above ground utility cabinet along with the installation of new pumps, motors, and fountain lights.

Bid specifications were prepared by CBBEL and the bid opening took place on May 12. A total of 1 bid was received for the Phase 1 work. The bidder, Tecorp, Inc. of Joliet, Illinois submitted a bid in the amount of \$1,502,000. Based on the initial engineer's estimate by CBBEL of \$300,000, staff recommends rejecting this bid.

After the bid opening, staff met with CBBEL to discuss the scope of work and bid estimate. CBBEL believes their estimates are accurate and that the existing labor market, combined with supply chain issues, presented challenges in obtaining responsible and responsive bidders. The Village will go out to bid for Phase 1 work in June in hopes of attracting more responsive and responsible bidders. The Village is also looking to go out to bid for Phase 2 work in July. Staff will plan to value engineer the project to ensure necessary improvements are made within the scope of the total amount budgeted (\$750,000).



Carol Stream Police Department
Memorandum

TO: Bob Mellor, Village Manager
FROM: Bill Holmer, Chief of Police *wh*
DATE: June 2, 2022
RE: **REQUEST APPROVAL TO EXECUTE AGREEMENT WITH FLOCK GROUP INC. – AUTOMATIC LICENSE PLATE READER CAMERAS**

BACKGROUND

Automatic license plate recognition systems (ALPR) are becoming more prevalent in law enforcement across the nation as a tool to assist in locating stolen vehicles, wanted persons/vehicles, Amber Alerts, and other vehicles of interest for investigative purposes. In Chicago and the suburbs, we have seen a significant rise in vehicle thefts and the use of stolen vehicles to commit other crimes. According to the Insurance Information Institute, Illinois ranks 9th for the most stolen vehicle reports in the country.

The installation of ALPR cameras would provide alerts to patrol officers when stolen, or other "hot list" vehicles are detected in Carol Stream. This technology has become a widely accepted investigative tool, in part, because it fosters information sharing among law enforcement agencies for the purpose of investigating criminal activity. The concept of ALPR is that the cameras capture and check each license plate against plates that have been entered for investigative purposes ("hot list"). When that plate appears, an alert is sent to law enforcement. Additionally, officers can search the system for hits on plates. For example, recently suspects have been developed in myriad thefts of catalytic converters throughout Chicagoland. When a suspect vehicle/license plate was entered into ALPR it allowed investigators to be able to follow the path of the offender(s) and connect their whereabouts with the locations of thefts. Past experience has shown that most of these types of crimes are committed by individuals from outside of Carol Stream. There is no way for officers to know that a stolen or wanted vehicle has entered our jurisdiction unless the officer happened, by sheer luck, to be in the area and run the license plate. However, if that car was detected by ALPR, alerts would be sent regarding the vehicle.

Several surrounding agencies have implemented ALPR technology including, Glendale Heights, DuPage County Sheriff's Department, Glen Ellyn, Hinsdale, Villa Park, Elmhurst, and Lombard to name a few. In fact, we have benefitted from investigative information from these APLR systems to assist our Detectives in solving cases.

SUBJECT

Staff has evaluated several companies that provide the installation of ALPR including Minuteman (Genetec), Flock Safety, and Scientel (Vigilant). Flock Safety offers the lowest first year cost to implement six cameras in Carol Stream. The cost for Flock Safety is \$20,400 compared to approximately \$68,000 and \$25,000 for the others, respectively.

Flock uses an all-solar technology, and they handle all permitting and installation at locations chosen by the Department. Their cameras are also able to be moved fairly easily in the event that it is determined that a chosen site is not effective. Flock also handles all maintenance.

We believe that this technology will be beneficial in assisting with the development of information to further investigate criminal cases. Our approach is to use the system from Flock Safety as an initial entry to an ALPR program. Initially, it's the most cost effective solution to implement and will give us a two-year period to evaluate the effectiveness of the technology, and the program in general. Generally, we will locate cameras along the North Avenue corridor, and along Army Trail Road. Given that we will only install six cameras, we want to target the most effective locations. Again, we can expand this in the future.

RECOMMENDATION

I am requesting approval to execute a two-year agreement with Flock Group, Inc., of Atlanta, Georgia for six (6) ALPR cameras to be installed at locations which will be determined by the Department. The initial cost of this project is \$20,400, which is \$5400 more than we anticipated in the approved FY23 budget. This is due to IDOT permit fees and a software fee. Seizure funds will be used for the additional cost this year.

I have attached a copy of the agreement along with information about Flock Safety.

flock safety

flocksafety.com
866.831.5326

Your partner in fighting crime



Today's Date - Feb 04, 2021
This proposal expires in 90 days.

Protecting your jurisdiction is of the utmost importance. Thank you for considering Flock Safety's technology system as part of your comprehensive strategy to protect your city, citizens, and officers. We are more than just a camera company - we are a crime-fighting technology company with a mission to eliminate non-violent crime in the United States.

What makes Flock Safety's technology different



PUBLIC & PRIVATE PARTNERSHIPS

Thousands of communities use privately funded Flock Safety cameras throughout the country, which provides a huge benefit to local law enforcement as they can have access to those cameras without having to pay for them.



VEHICLE FINGERPRINT™ TECHNOLOGY

Capture far more than just license plates. Allow your investigators to search footage by vehicle type, make, and color; identify the state of a license plate; capture temporary plates, paper plates, and vehicles without plates. Our cameras also capture two (2) lanes of traffic traveling up to 100 MPH with a single camera.



INFRASTRUCTURE FREE

Use cameras that are solar powered and include LTE internet connectivity (unlimited use included in cost), so they can be rapidly deployed virtually anywhere.



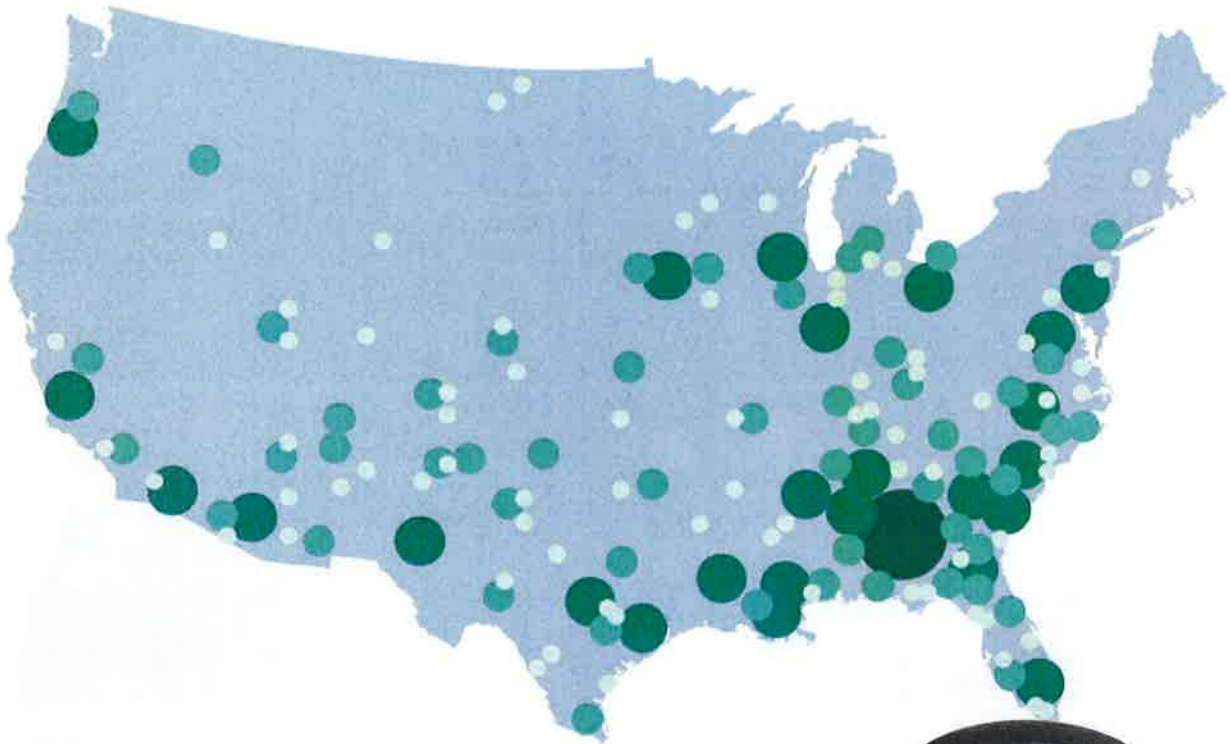
SIMPLE & AFFORDABLE

Our cameras cost \$2,500 per camera per year which includes hardware, software, solar power, LTE connectivity, unlimited users, and unlimited data storage.

We look forward to hearing from you and hope you will join the "flock"!

Thank you,

flock safety



500
Police
departments

1000+
US cities

120
Stolen vehicle
reads/hr



Flock Safety's technology includes fixed license plate reading cameras and software for unlimited users to access footage and receive hotlist notifications.

Proposal Summary

Police departments need a scalable solution to increase clearance rates and deter crime. The Flock Safety camera sees like a detective to make actionable evidence available when needed that is easily searchable by vehicle type, make, model, color, timeframe, or plate details. We deliver this detail through AI and Machine Learning technology that scans each image for distinguishing features, instead of traditional metal plates. This means we can also detect vehicles with no plates, temporary plates, dirty/covered plates, and even get accurate state detection.

30% ▲

Our solution **captures 30% more plates** than our leading competitor, according to a side-by-side study done by LASD in 2019, largely due to using AI and Machine Learning to analyze the entire vehicle profile, instead of legacy Infrared based technology.

34% ▼

In April 2019, Marietta Police Department released a study that shows they experienced a **34% reduction in calls for service** by targeting crime hot spots throughout the city with Flock Safety cameras.

60% ▼

In October 2019, Cobb County Police Department released a study based on their installation of 13 Flock Safety cameras in March. Over the six month period, Cobb police reported a **60% reduction in overall crime** by focusing on the beat with the highest



Company Overview

Flock Safety's mission is to eliminate non-violent crime. This is possible with city-wide coverage of automatic license plate readers (ALPRs) for both public safety organizations and private citizens. When a crime occurs, Flock Safety cameras deliver the actionable evidence you need to make an arrest.

Our company is headquartered in Atlanta, Georgia. Flock Safety

camera systems live in over 1000 cities in 38 states and over 500 police departments. With an average of 120 Hot List notifications sent an hour with jurisdictions throughout the U.S., our team is helping agencies solve and prevent crime every minute.

Customer Results

Police departments need a scalable solution to increase clearance rates and deter crime. The Flock Safety camera sees like a detective to make actionable evidence available when needed that is easily searchable by vehicle type, make, model, color, timeframe, or plate details. We deliver this detail through AI and Machine Learning technology that scans each image for distinguishing features, instead of traditional metal plates. This means we can also detect vehicles with no plates, temporary plates, dirty/covered plates, and even get accurate state detection.



JERSEY VILLAGE, TEXAS

A camera on every street to create a virtual gate

Within one week, Flock Safety cameras notified officers of two vehicles on the NCIC Hot List. During the seizure of one of the vehicles, a wanted murderer in the state of Louisiana was arrested. Both vehicles were returned to their owners.

- Location: Houston suburb
- Flock Cameras: 50+
- Residents: 8,000
- Installation: Two months from purchase

MARIETTA, GEORGIA

34% reduction in calls for service in targeted hotspots

Cameras within the city led to the arrest of a suspect who allegedly brutally attacked a woman. Officers were able to locate and arrest the suspect using Flock cameras after weeks of the suspect being on-the-run.

- Location: Atlanta suburb, in Cobb County, Georgia
- Flock Cameras: 70 and growing within the county (30 police and 40 private cameras)
- Residents: 65,000 in Marietta
- Installation: Two months from purchase for first hotspot created



Today's Date - Feb 04, 2021

This proposal expires in 90 days.



COBB COUNTY, GEORGIA

Containment strategy in highest crime beat of the county

Cobb County Police Department utilized 35 Flock cameras in 2 containment zones in their highest crime beats to reduce crime by over 60%.

- Location: Cobb County, GA is just outside of Atlanta
- Flock Cameras: 35 for PD, over 100 including private sector cameras
- Residents: 750,000 in Cobb County
- Installation: Phased approach
- Contact: Deputy Chief Stuart Vanhoozer at stuart.vanhoozer@cobbcounty.org or (404) 375-1926

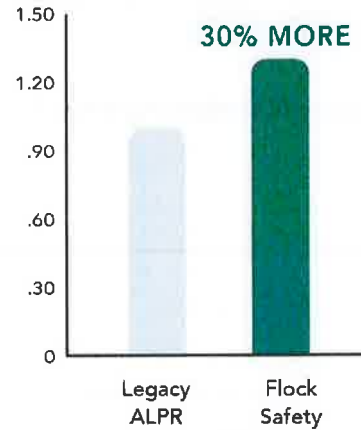
LOS ANGELES, CALIFORNIA

Sheriff's Department performs detection accuracy test

Los Angeles Sheriff's Department performed a head-to-head test of the Flock Safety camera versus a legacy ALPR solution.

- The results showed that the Flock Safety camera captures 30% more vehicle images and provides more accurate reads than traditional cameras triggered by infrared technology.
- Conducted in limited lighting from 2:00 AM to 8:00 AM, and from 11:00 PM to 6:00 AM.
- Causes for missed vehicles and/or misread plates were associated with the amount of reflectivity of the plate (older/dirtier tags, and dealer provided paper plates).

ACCURATE READS





Product

Flock Safety Automatic License Plate Reading (ALPR) cameras do not just identify the plate seen, but all the objects within the frame. Even if the vehicle does not have a tag, the image can be captured for review.

The user interface is a simple search with unlimited user licenses. Within the software component, law enforcement can receive hotlist alerts and create custom alerts for plates under your investigation.

SOFTWARE USER INTERFACE

Included at no additional cost with unlimited user licenses. Receive alerts to help detect crime and search footage to access evidence — with any internet-connected device (based on user credentials that are easily managed/approved by admin).



Detect Crime

- Connected to the NCIC Hot List & CJIS compliant
- State detection to ensure quality alerts
- Hotlist alerts (includes privately owned cameras in your jurisdiction)
- Create custom alerts for tags under investigation with your organization
- Filter notifications by reason codes (exclude sex offenders, include stolen plates, etc.)
- Email and SMS alerts to users
- Audible and visual alerts

Access Evidence

- Filter search by specific camera location
- Capture vehicles regardless of plate type (paper, no plate, etc.)
- Search results with vehicle summary in multiple formats
- Filter by Vehicle Fingerprint™
 - Date and time
 - Vehicle Characteristics
 - Plate (partial/full)
 - Plate Type (in state, out of state, temporary tag)
 - Build & Color
 - Resident status
 - Location/Date/Time



Insights

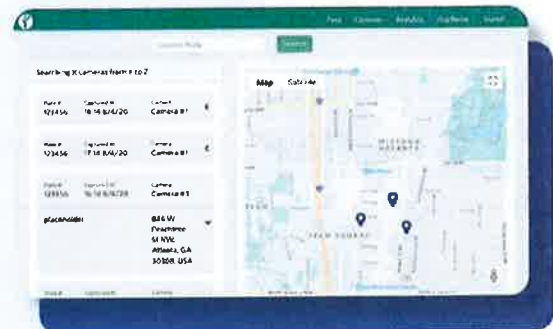
Give city council an ROI report

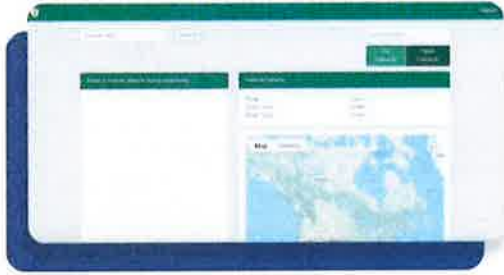
- Discover crime and traffic patterns
- Prioritize changes by greatest impact
- Change your community for the better

Lookup

Search plates across your jurisdiction

- "I have the plate where is the car?"
- Designed to search all cameras, all time
- Get a full view of all activity tied to one vehicle in your network





Talon

A new way to solve cross-jurisdiction crimes

- New privacy setting (National + State search)
- 500M monthly reads
- Attached to "Lookup" experience

Performance

DAY TIME FOOTAGE



NIGHT TIME FOOTAGE



TEMPORARY PLATE



NO PLATE



COVERED PLATE



TWO LANES OF TRAFFIC



CAMERA SPECIFICATIONS

Design

Dimensions: 8.75" x 3"

Weight: 3 lbs

IP65 Waterproof

Power

14Ah Battery

30W Solar Panel (14" x 21")

AC Power (5 ft. range)

Data

16GB local storage, ~2 weeks

Image

5MP Image Sensor

Motion

Passive Infrared Motion Detection

Connectivity

Embedded Cellular LTE Connection

Cellular service provider depends on area

Production

Designed & manufactured in the U.S.

Night Vision

850nm Custom IR Array

Cloud Storage

30 days storage (Amazon Web Services)

Accessible via secure website

Images can be downloaded and stored by department

CAMERA PERFORMANCE

Traffic

NCIC and Custom Alert Notifications

- Average of 10-15 seconds

Includes time, location, plate, and vehicle image

Includes state specific alerts based on image

Power Source

100-240 VAC <1 amp

60 W Solar

11-14 Volt

Processing Power

1.4GHz

64-bit quad-core CPU

Image Capture

30-50 ft from vehicles

Up to 2 lanes of traffic per camera

Date and time with camera location

Plate (state, partial, paper, and none)

Vehicle details (Make, type, and color)





Training, Ongoing Support & Timeline

New customers will first get connected with their dedicated Onboarding Specialist who will spearhead the installation project to completion. Once cameras are successfully capturing footage, customers get introduced to their dedicated Market Manager. This person serves as the main point of reference for all things Flock Safety (training, setup questions, etc). In addition, the Flock Safety Support team monitors the support@flocksafety.com inbox Monday through Friday, 8:00 AM to 5:00 PM EST.

SAFETY-AS-A-SERVICE

- Regular software updates at no additional cost
- Camera maintenance is included in the subscription
- Unlimited users for hotlist integration and alerts, and camera footage search

INSTALLATION & CAMERA LOCATIONS

The average installation is to 6-8 weeks. Camera locations and installation timing is coordinated by the Flock Safety Customer Support team.

City intersection
Solar & existing pole



Entrance to Hotel
Solar & Flock 14 foot pole



City Foot Traffic Street
Electric & existing pole



Install Process Guide

TERMS, CONDITIONS, & SERVICE LEVEL AGREEMENT INFORMATION

For the complete list of Terms & Service, please visit <https://www.flocksafety.com/legal>.

WARRANTY

- All Flock products are under warranty for the duration of the Customer's contract.
- Flock cameras have built-in alarms to alert us if a camera is not performing at optimal standards. In the event of a camera performance issues, maintenance teams will be deployed at no additional cost.
- In the event the Flock camera is physically damaged or stolen, the first camera replacement will be made by Flock at not additional cost. A reassessment of camera location will be made at that time to deter further issues.
- In the unlikely case that an additional replacement camera is needed, the customer will be responsible for the \$500 cost.
- Flock reserves the right to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit; provided that such inspection and test shall occur within 72 hours after the Agency notifies the Flock of defect.

Pricing

\$2,500 PER CAMERA, PER YEAR*

Annual subscription includes:

Camera Hardware:

- ✓ Automatic license plate reader
- ✓ Solar or DC Power
- ✓ Mounting equipment
- ✓ Maintenance Warranty

Hosting & Analytics

- ✓ Cloud hosting & LTE connectivity
- ✓ Unlimited user licenses
- ✓ Hot list integration & alerts
- ✓ Ongoing software enhancements

** five (5) camera minimum / one-time installation fee per camera = \$250
Flock Safety does not provide electrical services / electrical work not included in the price*

Subscription Details	Price	QTY	Subtotal
Annual Subscription Price per year	\$2,500.00	2	\$5,000.00
Automatic License Plate Reader (ALPR) Solar or DC Power	\$0.00	2	\$0.00
Hosting & Analytics Cloud Hosting Unlimited User Licenses Hotlist Integration & Alerts Neighborhood Camera Integration Ongoing Software Enhancements	\$0.00	2	\$0.00
Implementation Camera Setup Shipping & Handling	\$250.00	2	\$500.00
Other Cellular Mounting Equipment	\$0.00	2	\$0.00

Total \$5,500.00

Today's Date - Feb 04, 2021
This proposal expires in 90 days.

**FLOCK GROUP INC.
SERVICES AGREEMENT
ORDER FORM**

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. ("Flock") and the customer identified below ("Agency") (each of Flock and Customer, a "Party"). This order form ("Order Form") hereby incorporates and includes the "GOVERNMENT AGENCY AGREEMENT" attached (the "Terms") which describe and set forth the general legal terms governing the relationship (collectively, the "Agreement"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the "Effective Date").

Agency: IL - Carol Stream PD Legal Entity Name:	Contact Name: William Holmer
Address: 500 N Gary Ave Carol Stream, Illinois 60188	Phone: (630) 668-2167 E-Mail: wholmer@carolstream.org
Expected Payment Method:	Billing Contact: (if different than above)

Initial Term: 24 months Renewal Term: 24 months	Billing Term: Annual payment due Net 30 per terms and conditions
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Name	Price	QTY	Subtotal
Flock Safety Advanced Search <25 Falcons	\$2,500.00	1.00	\$2,500.00
Flock Falcon Camera	\$2,500.00	6.00	\$15,000.00
Professional Services - Falcon, Standard Implementation	\$350.00	4.00	\$1,400.00
Professional Services - Custom Scope	\$750.00	2.00	\$1,500.00

(Includes one-time fees)

Year 1 Total \$20,400.00

Recurring Total: \$17,500.00

I have reviewed and agree to the Customer Implementation Guide on Schedule B at the end of this agreement.

By executing this Order Form, Agency represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Agency: IL - Carol Stream PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

flock safety

GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the police department or government agency identified in the signature block of the order form (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

RECITALS

WHEREAS, Flock offers a software and hardware solution for automatic license plate detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Services are capable of capturing audio, image, and recordings data of suspected vehicles (“**Footage**”) and can provide notifications to Agency upon the instructions of Non-Agency End User (“**Notifications**”);

WHEREAS, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from non-Agency users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, Flock deletes all Footage on a rolling thirty (30) day basis, Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering (“**Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Agency agree as follows and further agree to incorporate the Recitals into this Agreement.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 "**Agency Data**" will mean the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.

1.2. "**Agency Hardware**" shall mean the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services. The term "**Agency Hardware**" excludes the Embedded Software

1.3 "**Authorized End User(s)**" shall mean any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.4 "**Documentation**" will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.5 "**Embedded Software**" will mean the software and/or firmware embedded or preinstalled on the Agency Hardware.

1.6 "**Flock IP**" will mean the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.7 "**Footage**" means still images captured by the Agency Hardware in the course of and provided via the Services.

1.8 "**Hardware**" or "**Flock Hardware**" shall mean the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services. The term "**Hardware**" excludes the Embedded Software.

1.9 "**Implementation Fee(s)**" means the monetary fees associated with the Installation Services, as defined in Section 1.10 below.

1.10 "**Installation Services**" means the services provided by Flock including any applicable installation of Embedded Software on Agency Hardware.

1.11 "**Non-Agency End User(s)**" shall mean any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.

1.12 "**Services**" or "**Flock Services**" means the provision, via the Web Interface, of Flock's software application for automatic license plate detection, searching image records, and sharing Footage.

1.13 “*Support Services*” shall mean Monitoring Services, as defined in Section 2.9 below.

1.14 “*Unit(s)*” shall mean the Agency Hardware together with the Embedded Software.

1.15 “*Usage Fee*” means the subscription fees to be paid by the Agency for ongoing access to Services.

1.16 “*Web Interface*” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services in accordance with the terms of this Agreement.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Service Term (as defined in Section 6.1 below), solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the order form, and any Authorized End Users to access via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username (“*User ID*”). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Services, and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, including without limitation using a third party to host the Web Interface which makes the Services available to Agency and Authorized End Users. Warranties provided by said third party service providers are the agency’s sole and exclusive remedy and flock’s sole and exclusive liability with regard to such third-party services, including without limitation hosting the web interface. Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Service Term to Agency’s in connection with its use of the Services as contemplated herein, and under Section 2.4 below.

2.4 Usage Restrictions.

a. Flock IP. The purpose for usage of the Unit, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency and not for tracking activities that the system is not designed to capture (“*Permitted Purpose*”). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Unit, Documentation or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency’s rights under Sections 2.1, 2.2, or 2.3.

b. Flock Hardware. Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.4(b), all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

2.5 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock’s sole discretion. There are no implied rights.

2.6 Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency’s and any Authorized End User’s access to any portion or all of the Flock IP or Flock Hardware if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Agency’s or any Authorized End User’s use of the Flock IP disrupts or poses a security risk to the Flock IP or any other Agency or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock’s provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (e) any vendor of Flock has suspended or terminated Flock’s access to or use of any third party services or products required to enable Agency to access the Flock IP; or (f) Agency has violated any term of this provision, including, but not limited to,

utilizing the Services for anything other than the Permitted Purpose (each such suspension, in accordance with this Section 2.6, a “*Service Suspension*”). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Agency (including notices sent to Flock’s registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Agency or any Authorized End User may incur as a result of a Service Suspension. To the extent that the Service Suspension is not caused by Agency’s direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of any suspension (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency’s account that have been impacted.

2.7 Installation Services.

2.7.1 *Designated Locations.* For installation of Flock Hardware, prior to performing the physical installation of the Units, Flock shall advise Agency on the location and positioning of the Units for optimal license plate image capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Units (each Unit location so designated by Agency, a “*Designated Location*”). Flock shall have final discretion on location of Units. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency’s delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. The deployment plan will confirm the Designated Location. After installation, any subsequent changes to the deployment plan (“*Reinstalls*”) will incur a charge for Flock’s then-current list price for Reinstalls, as listed in the then-current Reinstall Policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, removing foliage, camera replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock Safety shall have full discretion on decision to reinstall Flock Hardware.

2.7.2 *Agency Installation Obligations.* Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although the Units are designed to utilize solar power, certain Designated Locations may require a reliable source of 120V AC power, as described in the deployment plan. In the event adequate solar exposure is not available Agency is solely responsible for providing a reliable source of 120V AC power to the Units, if necessary. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the

permitting process of installation of cameras or AC power; (ii) any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency (“*Agency Installation Obligations*”). In the event that a Designated Location for a Unit requires permits, Flock will provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Units from the temporary alternate location to the permitted location at no additional cost. Flock will provide options to supply power at each Designated Location. If Agency refuses alternative power supply options, Agency agrees and understands that Agency will not be subject to any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar. Flock will make all reasonable efforts within their control to minimize suspension of Flock Services. Any fees payable to Flock exclude the foregoing. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation. Flock is not responsible for installation of Agency Hardware.

2.7.3 Flock's Obligations. Installation of any Flock Hardware shall be installed in a workmanlike manner in accordance with Flock’s standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Flock’s obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of the Units for the length of the Term and will receive access to the Footage for a period of three (3) business days after the initial installation in order to monitor performance and provide any necessary maintenance solely as a measure of quality control. Agency understands and agrees that the Flock Services will not function without the Hardware. Labor may be provided by Flock or a third party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware.

2.7.4 Security Interest. Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Hardware by Flock. Should Agency default on any payment of the Flock Services, Flock may remove Hardware at Flock’s discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock’s rights to any damages Flock may sustain as a result of Agency’s default and Flock shall have the right to enforce any other legal remedy or right.

2.8 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

2.9 Support Services. Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Subject to the terms hereof, Flock will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at support@flocksafety.com. Flock will use commercially reasonable efforts to respond to requests for support.

2.10 Special Terms. From time to time, Flock may offer certain "Special Terms" related to guarantees, service and support which are indicated in the proposal and on the order form and will become part of this Agreement, upon Agency's consent. To the extent that any terms of this agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.10 Changes to Platform. Flock may, in its sole discretion, make any changes to any system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to its Agency s, (b) the competitive strength of, or market for, Flock's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Agency Obligations. Flock will assist Agency end-users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone, and must protect the security of its account and password. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining

any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 Agency Representations and Warranties. Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Although Flock has no obligation to monitor Agency 's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA

4.1 Confidentiality. To the extent allowable by applicable FOIA and state-specific Public Records Acts, each Party (the "*Receiving Party*") understands that the other Party (the "*Disclosing Party*") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "*Proprietary Information*" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors built into the Units ("*Agency Data*"). The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, such as when a car exits Agency 's neighborhood, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or

otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Agency hereby expressly grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the term hereof) to disclose the Agency Data (inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. Flock may store deleted Footage in order to comply with certain legal obligations but such retained Footage will not be retrievable without a valid court order.

4.2 Agency Data. As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.9 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Agency Data as a part of the Aggregated Data (as defined in Section 4.4 below). As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion.

4.3 Feedback. If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.4 Aggregated Data. Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data that does not refer to or identify Agency or any individuals or de-identifies such data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Agency Data and data derived therefrom). For the sake of clarity, Aggregated Data is compiled anonymous data which has been stripped of any personal identifying information. Agency acknowledges that Flock will be compiling anonymized and/or aggregated data based on Agency Data input into the Services (the "**Aggregated Data**"). Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to (i) use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts, and (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. No rights or licenses are granted except as expressly set forth herein. Flock shall not sell Agency Data or Aggregated Data.

5. PAYMENT OF FEES

5.1a Wing Fees. For Wing products, the Agency will pay Flock the first Usage Fee and the Implementation Fee (as described on the Order Form attached hereto, together the “*Initial Fees*”) as set forth on the Order Form on or before the 30th day following the Effective Date of this Agreement. Flock shall have no liability resulting from any delay by the Agency in installing the Embedded Software on the Agency Hardware. If applicable, Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each payment period. All payments will be made by either ACH, check, or credit card.

5.1b Falcon Fees. For Falcon products during the Initial Term, Agency will pay Flock fifty percent (50%) of the first Usage Fee, the Implementation Fee and any fee for Hardware (as described on the Order Form attached hereto, together the “*Initial Fees*”) as set forth on the Order Form on or before the 30th day following receipt of initial invoice after Effective Date. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of the Initial Fees, and Agency shall pay on or before 30th day following receipt of invoice. Upon completion of installation, Flock will issue an invoice for the remaining balance and Agency shall pay on or before 30th day following receipt of final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For a Renewal Term, as defined below, Agency shall pay the entire invoice on or before the 30th day following receipt of invoice.

5.2 Changes to Fees. Flock reserves the right to change the fees or applicable charges and to institute new charges and fees at the end of the Initial Term or any Renewal Term, upon sixty (60) days’ notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email). If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Flock’s Agency support department. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

5.3 Invoicing, Late Fees; Taxes. Flock may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Flock thirty (30) days after the mailing date of the invoice. If Agency is a non-tax exempt entity, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock’s net income.

6. TERM AND TERMINATION

6.1a Wing Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the “*Initial Term*”). The Term shall commence upon execution of this Agreement. *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “Renewal Term”, and together with the Initial Term, the “Service Term”) unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

6.1b Falcon Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the “*Initial Term*”). The Term shall commence upon first installation and validation of a Unit. *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms for the length set forth on the Order Form (each, a “Renewal Term”, and together with the Initial Term, the “Service Term”) unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

6.2 Termination for Convenience. At any time during the agreed upon Term, an Agency not fully satisfied with the service may self-elect to terminate this Agreement for convenience. Termination for convenience will result in a one-time fee of \$500 per Flock Hardware. Upon termination for convenience, a refund will be provided for Falcon Cameras, prorated for any fees for the remaining Term length set forth previously. Agency will remain liable to pay the full outstanding fees for any Wing product on the effective date of termination of that Order Form. Flock will invoice, and Agency will pay, any unbilled fees and any unpaid fees covering the remainder of the term of that Order Form had it not been terminated. Termination for convenience of the Agreement by the Agency will be effective immediately. Flock will provide advanced written notice and remove all Flock Hardware at Flock’s own convenience, within a commercially reasonable period of time upon termination.

6.3 Termination. Notwithstanding the termination provisions in Section 2.4(b), in the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty (30) day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business. Upon termination for Flock’s material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

6.5 No-Fee Term. For the Term of this Agreement, Flock will provide Agency with complimentary access to ‘hot-list’ alerts, which may include ‘hot tags’, stolen vehicles, Amber Alerts, etc. (“*No-Fee Term*”). In the event a Non-Agency End User grants Agency access to Footage and/or Notifications from a Non-Agency End User Unit, Agency will have access to Non-Agency End User Footage and/or Notifications until deletion, subject to the thirty (30) day

retention policy. Non-Agency End Users and Flock may, in their sole discretion, leave access open. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine not to provide additional No-Fee Terms or can impose a price per No-Fee Term upon thirty (30) days' notice. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days' notice.

6.6 Survival. The following Sections will survive termination: 2.4, 2.5, 3, 4, 5 (with respect to any accrued rights to payment), 5.4, 6.5, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 10.5.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 Remedy. Upon a malfunction or failure of Flock Hardware or Embedded Software (a "*Defect*"), Agency must notify Flock's technical support as described in Section 2.9 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit provided that such inspection and test shall occur within seventy-two (72) hours after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Unit at no additional cost. In the event that a Unit is lost, stolen, or damaged, Agency may request that Flock replace the Unit at a fee according to the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Units, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Units and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Hardware.

7.2 Exclusions. Flock will not provide the remedy described in Section 7.1 if Agency is found to have misused the Flock Hardware, Agency Hardware or Embedded Software in any manner.

7.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Upon completion of any installation or repair, Flock shall clean and leave the area in good condition. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY 'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE

SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

7.5 Insurance. Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock's business risk. Certificates of Insurance can be provided upon request.

7.6 Force Majeure. Flock is not responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of Agency or any Authorized End User.

8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, AGENCY SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF

THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

8.2 Additional No-Fee Term Requirements. IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.5 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.5 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complimentary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

8.3 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Agency will not pursue any claims or actions against Flock's suppliers.

8.4 Indemnity. Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from an alleged violation of Section 3.2, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Flock Hardware, Agency Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.2 or this Agreement.

9. RECORD RETENTION

9.1 Data Preservation. The Agency agrees to store Agency Data in compliance with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules. As part of Agency's consideration for paid access and no-fee access to the Flock System, to the extent that Flock is required by local, state or federal law to preserve the Agency Data, Flock will notify Agency of the requirement and applicable retention period, and Agency agrees to preserve and securely store this data on Flock's behalf so that should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Agency upon demand.

10. MISCELLANEOUS

10.1 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

10.2 Assignment. This Agreement is not assignable, transferable or sublicensable by Agency except with Flock's prior written consent. Flock may transfer and assign any of its rights and obligations, in whole or in part, under this Agreement without consent.

10.3 Entire Agreement. This Agreement, together with the Order Form(s), the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>), and Deployment Plan(s), are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected.

10.4 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever.

10.5 Governing Law; Venue. This Agreement shall be governed by the laws of the State in which the Agency is located. The parties hereto agree that venue would be proper in the chosen courts of the State of which the Agency is located. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

10.6 Publicity. Upon prior consent from Agency, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.7 Export. Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services, the Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.8 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated Sections.

10.09 Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the organizations and individuals they are representing.

10.10 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

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Sole Source Letter for Flock Safety ALPR Cameras and Solution

Flock Safety is the sole manufacturer and developer of the Flock Safety ALPR Camera. Flock Safety is also the sole provider of the comprehensive monitoring, processing, and machine vision services which integrate with the Flock Safety ALPR Camera.

The Flock Safety ALPR camera and devices are the only Law Enforcement Grade ALPR System to offer the following combination of proprietary features:

1. Patented Vehicle Fingerprint Technology:

- Patented proprietary machine vision to analyze vehicle license plate, state recognition, vehicle color, vehicle type, vehicle make and objects (roof rack, bumper stickers, etc.) based on image analytics (not car registration data)
- Machine vision to capture and identify characteristics of vehicles with a paper license plate and vehicles with the absence of a license plate
- Ability to 'Save Search' based on description of vehicles using our patented Vehicle Fingerprint Technology without the need for a license plate, and set up alerts based on vehicle description
- Only LPR provider with "Visual Search" which can transform digital images from any source into an investigative lead by finding matching vehicles based on the vehicle attributes in the uploaded photo

2. Integrated Cloud-Software & Hardware Platform:

- Ability to capture two (2+) lanes of traffic simultaneously with a single camera from a vertical mass
- Best in class ability to capture and process up to 30,000 vehicles per day with a single camera powered exclusively by solar power
- Wireless deployment of solar powered license plate reading cameras with integrated cellular communication weighing less than 5lbs and able to be powered solely by a solar panel of 60W or less
- Web based footage retrieval tool with filtering capabilities such as vehicle color, vehicle type, vehicle manufacturer, partial or full license plate, state of license plate, and object detection
- Utilizes motion capture to start and stop recording without the need for a reflective plate
- Motion detection allows for unique cases such as bicycle capture, ATV, motorcycle, etc.
- On device machine processing to limit LTE bandwidth consumption
- Cloud storage of footage

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- Covert industrial design for minimizing visual pollution
- 3. Transparency & Ethical Product Design:
 - One-of-a-kind "Transparency Portal" public-facing dashboard that details the policies in place by the purchaser, as well as automatically updated metrics from the Flock system
 - Built-in integration with NCMEC to receive AMBER Alerts to find missing children
 - Privacy controls to enable certain vehicles to "opt-out" of being captured
- 4. Integrated Audio & Gunshot Detection:
 - Natively integrated audio detection capabilities utilizing machine learning to recognize audio signatures typical of crimes in progress (e.g., gunshots)
- 5. Partnerships:
 - Flock Safety is the only LPR provider to officially partner with AXON to be natively and directly integrated into Evidence.com
 - Flock Safety is the only LPR provider to be fully integrated into a dynamic network of Axon's Fleet 3 mobile ALPR cameras for patrol cars and Flock Safety's Falcon cameras
 - Access to additional cameras purchased by our HOA and private business partners, means an ever-increasing amount of cameras and data at no additional cost
- 6. Warranty & Service:
 - Lifetime maintenance and support included in subscription price
 - Flock Safety is the only fully integrated ALPR one-stop solution from production of the camera to delivery and installation
 - Performance monitoring software to predict potential failures, obstructions, tilts, and other critical or minor issues

Thank you,




Garrett Langley CEO, Flock Safety

Village of Carol Stream

Interdepartmental Memo

TO: Robert Mellor, Village Manger

FROM: Marc Talavera, Director of Information Technology 

DATE: June 2, 2022

RE: GIS Independent Contractor Agreement

History

Staff is seeking approval to award a contract of services to Alexis Araoz. As an MGP GIS Analyst, Alexis began providing GIS services to the Village in 2019 and after separating with MGP, in May of 2021 she began contracting independently with the Village of Carol Stream.

FY22 Select Accomplishments

Alexis's FY22 focus has been on the water system attribution and has achieved a 93% completeness, which represents a 6% increase over the previous year. For additional context, attribution data represents the details of the water system. Collecting details such as diameter and material type of the water system is a slow and arduous process requiring researching of plans, as-built documentation and querying Engineering and Public Works staff. In addition to the water system, Alexis served a critical role in creating the skeletonization of the water system to support the upcoming water distribution model.

FY23 Objectives

1. Complete the water system attribution project (7% remaining)
2. Complete the validation of the existing attribution data (86% remaining)

Recommendation

Included in this year's fiscal budget are funds to support this GIS initiative. Working with the Village Attorney, staff has prepared an independent contractor agreement with a cost not to exceed the FY23 budgeted amount of \$40,000. The services will be provided to the Village of Carol Stream at a rate of \$29.32/hr. for approximately 26 hours a week, billed monthly until the termination date of April 30th 2023. The full agreement is attached which includes the scope of work. Staff is recommending an award of contract of services to Alexis Araoz in the not to exceed amount of \$40,000 pursuant to the provisions of Chapter 5, Article 8, Section 5-8-14(F) of the Carol Stream Code of Ordinances.

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT entered into by and between ALEXIS ARAOZ herein referred to as the *First Party*; and the **VILLAGE OF CAROL STREAM**, 500 North Gary Avenue, DuPage County, Illinois, hereinafter referred to as the *Second Party*. The *First Party* and the *Second Party* are sometimes collectively referred to herein as the *Parties* and individually referred to as a *Party*.

WHEREAS, *First Party* will be performing various services as set forth in Exhibit A for the *Second Party*, which services will be performed on and/or off the premises of the *Second Party*.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration received and to be received, the *Parties* hereby agree as follows:

1. This agreement shall commence on May 16, 2022 and terminate on April 30, 2023 unless earlier terminated by either *Party* as provided in this Agreement.
2. The *First Party* shall provide the services for the *Second Party* as set forth in Exhibit A of this Agreement (the "Services"), which services will be performed both on and/or off the premises of the *Second Party* as authorized by the *First Party*. The *First Party* is expected to have all of the required communication and software applications required to complete the services under the Scope of the Project.
3. The *First Party* acknowledges and agrees that the *Second Party* shall not be liable for any costs incurred by the *First Party* in connection with any services provided by the *First Party* that are outside the scope of this Agreement ("Additional Services"), regardless of whether such Additional Services are requested or directed by the *Second Party*, except upon the prior written consent of the Village Manager.
4. The *First Party* is retained by the *Second Party* for the purposes of providing the Services as set forth in this Agreement, and the *First Party's* relationship to the *Second Party* under this Agreement shall be that of an independent contractor. The *First Party* shall have full control of the ways and means of performing the work referred to above and that the "*First Party*" shall not be an employee of the "*Second Party*", it being specifically agreed that in respect to the "*Second Party*", the "*First Party*" bears the relationship of an independent contractor.
5. The *Second Party* shall not be required to make any deductions or withhold any sums for the payment of any and all applicable federal, state, local and other taxes, income taxes, or FICA taxes. The *First Party* shall not be entitled to receive or participate in any employee plans, benefit programs, retirement plans or related employee benefit arrangements, or any other benefits provided to or for employees of the *Second Party* or applicable to employees under law. As an independent contractor, it is the responsibility of the *First Party* to file all necessary tax returns (federal, state, county and local) and to make such required deductions and pay all income tax, social security, and any and all other taxes due as an independent contractor. As an independent contractor, the *First Party* agrees that the *First Party* is ineligible to file a claim for unemployment compensation benefits or for workers compensation benefits against the *Second Party* and agrees not to file any claims in the event this Agreement is terminated or the *First Party* is injured performing any Services under this Agreement. The *First Party* agrees to assume all risk of death, illness and injury relative to performing any Services under this

Agreement. The *First Party* is an independent contractor and not the *Second Party's* employee for all purposes, including, but not limited to, the application of the Fair Labors Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act and the Worker's Compensation Act (820 ILCS 305/1, et seq.), or any other federal or state laws pertaining to employees.

6. The *Second Party* shall pay the *First Party* for the Services provided under this Agreement the sum of \$29.32/per hour for each hour the Services are performed under this Agreement. In order to complete the Scope of the Project within the term of this Agreement, it is expected that the *First Party* shall conduct the work necessary to provide the Services for approximately twenty-six (26) hours per week (\$762.32). The time for which services are performed on the Project shall be reported weekly through the *Second Party's* timecard application. The total cost of the Services to be provided by the *First Party* to complete the Scope of the Project under this agreement shall not exceed \$40,000. The *Second Party* shall not be obligated to pay for any work necessary to complete the Scope of the Project in excess of the not to exceed contract price.
7. A monthly status report shall be submitted to the *Second Party's* Director of Information Technology by the *First Party* indicating: a. the progress achieved per month; b. the estimated completion date of the Project ; and c. any notable monthly events.
8. The *First Party* shall invoice the *Second Party* on a monthly basis for the hours worked performing the Services under the Agreement. Payment is to be made by the *Second Party* to the *First Party* no later than 30 days after receipt of the invoice. Payment for the Services rendered by the *First Party* shall be made payable to ALEXIS ARAOZ and sent to:

Alexis Araoz
5500 110th St.
Jacksonville FL. 32224
9. This Project may be terminated by either *Party* upon thirty (30) days' written notice. In the event of termination by the *First Party*, any unexpended or unobligated balance of funds advanced by the *Second Party* shall be refunded to the *Second Party*. In the event of termination by the *Second Party*, the *First Party* shall be paid for all services rendered up to the date of termination.
10. The *First Party* shall protect, indemnify, hold and save harmless and defend the *Second Party* against any and all claims, costs causes, actions and expenses, including but not limited to attorney's fees incurred by reason of a lawsuit or claim for compensation arising in favor of any person on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting directly or indirectly from any act or omission of the *First Party* in the performance of the Services by the *First Party* hereunder, whether such loss, damage, injury or liability is contributed to by the negligence of the *Second Party*, whether latent or patent, or from other causes whatsoever, except that the *First Party* shall have no liability or damages or the costs incident thereto caused by the sole negligence of the *Second Party*.

11. The *First Party* shall maintain all records and documents for projects of the Public Body of the Village of Carol Stream in compliance with the Freedom of Information Act, 5ILCS 140/4 et seq. In addition, the *First party* shall produce, without cost to the municipality, records which are responsive to and not exempt from a request received by the *Second Party* under the Freedom of Information Act within two (2) business days of the request being made by the *Second Party*, so that the *Second Party* may provide records to those requesting them within the timeframes required. If additional time is necessary to compile records in response to a request, then *First Party* shall so notify the *Second Party* in writing, if it maintains that any such records are exempt from disclosure and if possible, the *Second Party* shall request an extension to comply with the Act. In the event that the *Second Party* is found to have not complied with the Freedom of Information Act, based upon *First Party's* failure to produce documents or otherwise appropriately respond to a request under the Act, then the *First Party* shall indemnify and hold harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorney fees and penalties.
12. The *First Party* shall furnish any affidavit or certificate, in connection with the work covered by this agreement as provided by law.
13. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by the *Parties* in accordance with all applicable statutory procedures.
14. This Agreement may not be assigned by either *Party* without the prior written consent of the other *Party*.
15. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Illinois. Venue shall be in the Circuit Court of DuPage County.
16. The invalidity or partial invalidity of any portion of this Agreement will void this agreement.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, THE *PARTIES* have executed this agreement this 16th day of May 2022.

FIRST PARTY:

SIGNED

Alexis Araoz

BY:

Alexis Araoz

TITLE:

CEO

SECOND PARTY:

VILLAGE OF CAROL STREAM

SIGNED: _____

BY: _____

TITLE: _____

EXHIBIT A

SCOPE OF WORK

The *First Party* agrees to perform the Services for the Project as described in this Statement of Work. These Services are hereinafter called the "Project." The *First Party* shall perform the Services to be provided under this Agreement with due diligence and in a manner consistent with reasonable standards of professionalism applied in related fields. The Project is entitled, "GIS Utility Data Edits".

Under the supervision of the IT Director, guidance of Municipal GIS Partners and with assistance of the Village of Carol Stream staff, the following is considered in-scope work and is restricted to the data related to the utility infrastructure assets (water, sewer and storm water systems).

1. Research utility location, type data and other relevant information
 - a. Reference in order;
 - i. Electronic as-built/record drawing for clarification. If not available;
 - ii. Electronic approved plans, if not available;
 - iii. Original as-built/record drawing, plan drawings.
 - b. If supporting documents don't exist or the content is in question, consult specified staff for additional assistance
2. GIS edits will be conducted using ESRI software tools
 - a. If when requested or through research, a change is justified in the GIS data, the following would be completed;
 - i. Confirm the accuracy or adjust the geospatial location
 - ii. Confirm the accuracy or adjust the feature class
 - iii. Confirm the accuracy or adjust attribution data
 - iv. Confirm the accuracy or adjust splits
 - v. Confirm accurate illustration of flow information
 - vi. Confirm the accuracy or adjust other relevant data as requested
 - b. Where GIS is incomplete, and if requested or research has been completed to justify an addition of data, the feature class, geospatial location, splits, attribution data and other relevant data must be accurately entered.
 - c. When in question, reference the GIS standard operating procedure or/and consult specified staff for additional assistance
 - d. Miscellaneous edits as required
3. Billing and time management
 - a. Track time in VOCS Timecard application
 - b. Prepare monthly invoices
4. Communication
 - a. Participate in staff meetings when requested
 - b. Prepare weekly status reports
 - c. Maintain a working progress log leveraging the helpdesk application

CERTIFICATE OF COMPLIANCE

Illinois Compiled Statutes

65 ILCS 5/11-42.1-1

Alexis Araoz, the Party whose signature is listed below hereby certifies that said contractor is not delinquent taxes are outstanding or otherwise due to the Illinois Department of Revenue in accordance with 65 ILCS 5/11 -42.1-1.

By: Alexis Araoz, CEO
Authorized Agent of Contractor (name and title)



SUBSCRIBED AND SWORN to before me this 13th day of May, 2022

Shannon Barton Brown
Notary Public

Village of Carol Stream
Interdepartmental Memo

TO: Mayor and Trustees
FROM: Robert Mellor, Village Manager *RYM*
DATE: May 31, 2022
RE: Liquor License – Tracy’s Carol Stream, 1030 Fountain View Drive

Attached for your review and consideration is an Ordinance granting a Class A Liquor License to Silver Oaks Carol Stream Inc. d/b/a Tracy’s Carol Stream located at 1030 Fountain View Drive. The Class A License will permit the sale of full alcohol for consumption on premise.

The application submitted by Silver Oaks Carol Stream Inc. has found to be in order and background checks have been performed. Mayor Saverino as Local Liquor Control Commissioner is recommending issuance of this license.

Accordingly, staff recommends adoption of the attached Ordinance.

ORDINANCE NO. 2022-06-_____

**AN ORDINANCE AMENDING CHAPTER 11, ARTICLE 2 OF THE
CAROL STREAM CODE OF ORDINANCES BY INCREASING THE NUMBER OF CLASS A
LIQUOR LICENSES FROM 14 TO 15 (SILVER OAKS CAROL STREAM INC. d/b/a
TRACY'S CAROL STREAM, 1030 FOUNTAIN VIEW DRIVE)**

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 A Liquor Licenses from fourteen (14) to fifteen (15).

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

PASSED AND APPROVED THIS 6th DAY OF JUNE, 2022.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Julia Schwarze, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Mayor and Trustees
FROM: Robert Mellor, Village Manager *RMM*
DATE: May 31, 2022
RE: Liquor License – Mia’s Café, 1485 Fair Oaks Road

Attached for your review and consideration is an Ordinance granting a Class VC Liquor License to CS Entertainment LLC d/b/a Mia’s Cafe located at 1485 Fair Oaks Road. The Class VC License will permit the sale of beer and wine only in a video gaming café for consumption on premise.

The application submitted by CS Entertainment LLC has found to be in order and background checks have been performed. Mayor Saverino as Local Liquor Control Commissioner is recommending issuance of this license.

Accordingly, staff recommends adoption of the attached Ordinance.

ORDINANCE NO. 2022-06-_____

**AN ORDINANCE AMENDING CHAPTER 11, ARTICLE 2 OF THE
CAROL STREAM CODE OF ORDINANCES BY INCREASING THE NUMBER OF
CLASS VC LIQUOR LICENSES FROM 0 TO 1
(CS ENTERTAINMENT LLC d/b/a MIA'S CAFE, 1485 FAIR OAKS ROAD)**

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

SECTION 1: That Chapter 11, Article 2 of the Carol Stream Code of Ordinances, Classification of Liquor Licenses, be and the same is hereby amended by increasing the number of Class VC Liquor Licenses from zero (0) to one (1).

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

PASSED AND APPROVED THIS 6th DAY OF JUNE, 2022.

AYES:

NAYS:

ABSENT:

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: May 31, 2022
RE: Liquor License – Winning Circle, 540 S. Schmale Road

Attached for your review and consideration is an Ordinance granting a Class VC Liquor License to Virbai 2022 Inc. d/b/a Winning Circle located at 540 S. Schmale Road. The Class VC License will permit the sale of beer and wine only in a video gaming café for consumption on premise.

The application submitted by Virbai 2022 Inc. has found to be in order and background checks have been performed. Mayor Saverino as Local Liquor Control Commissioner is recommending issuance of this license.

Accordingly, staff recommends adoption of the attached Ordinance.

ORDINANCE NO. 2022-06-_____

**AN ORDINANCE AMENDING CHAPTER 11, ARTICLE 2 OF THE
CAROL STREAM CODE OF ORDINANCES BY INCREASING THE NUMBER OF
CLASS VC LIQUOR LICENSES FROM 1 TO 2
(VIRBAI 2022 INC. d/b/a WINNING CIRCLE, 540 S. SCHMALE ROAD)**

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

SECTION 1: That Chapter 11, Article 2 of the Carol Stream Code of Ordinances, Classification of Liquor Licenses, be and the same is hereby amended by increasing the number of Class VC Liquor Licenses from one (1) to two (2).

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

PASSED AND APPROVED THIS 6th DAY OF JUNE, 2022.

AYES:

NAYS:


ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Julia Schwarze, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager
FROM: William N. Cleveland, Village Engineer 
DATE: May 31, 2022
RE: Local Public Agency Amendment #2 for Federal Participation –
Lies Road Bike Trail from Gary Avenue to Schmale Road

In September of 2021, 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 request to amend the agreements to include additional ITEP funding of \$13,587 for design changes due to CN Railroad requests, and requested they be signed by the Village. This raises our ITEP funding for Design Engineering to \$111,977 (80%) with the Village share of \$27,995 (20%) (funded from the Capital Projects fund) for a total amended contract of \$139,972.

Staff therefore recommends that Local Public Agency Amendment #2 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 #2**

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 three thousand, three hundred and ninety seven dollars, (\$3,397.00) 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 6th DAY OF JUNE, 2022.

AYES:

NAYS:

ABSENT:

Frank Saverino, Mayor

ATTEST:

Julia Schwarze, Village Clerk



Local Public Agency Amendment # 2

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
ITEP	131098		CMAP
			MPO TIP Number
			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)		

Reason for modification of original Agreement

Additional ITEP and local funds for Phase II engineering

This amended Agreement, hereinafter referred to as "**Amendment**" is made and entered to in 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 **LPA** and **STATE** agree to revise the original Agreement by execution of this **Amendment**.

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
			From	To
Lies Road	1375	1.02	2.83	3.85

Location Termini

Gary Avenue to Schmale Road

Current Jurisdiction	Existing Structure Number(s)	Add Location
Village of Carol Stream	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 **Amendment**.

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

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)

Bill Cleveland

Title of Official

Village Engineer

Signature

Date

--	--

The above signature certifies the agency's TIN number is

36251090 conducting business as a Governmental Entity.

DUNS Number 051080190

UEI W5CNM1ZKQMJ9

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

--	--

Yangsung Kim, Chief Counsel

Date

--	--

Vicki Wilson, 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.

Location Map

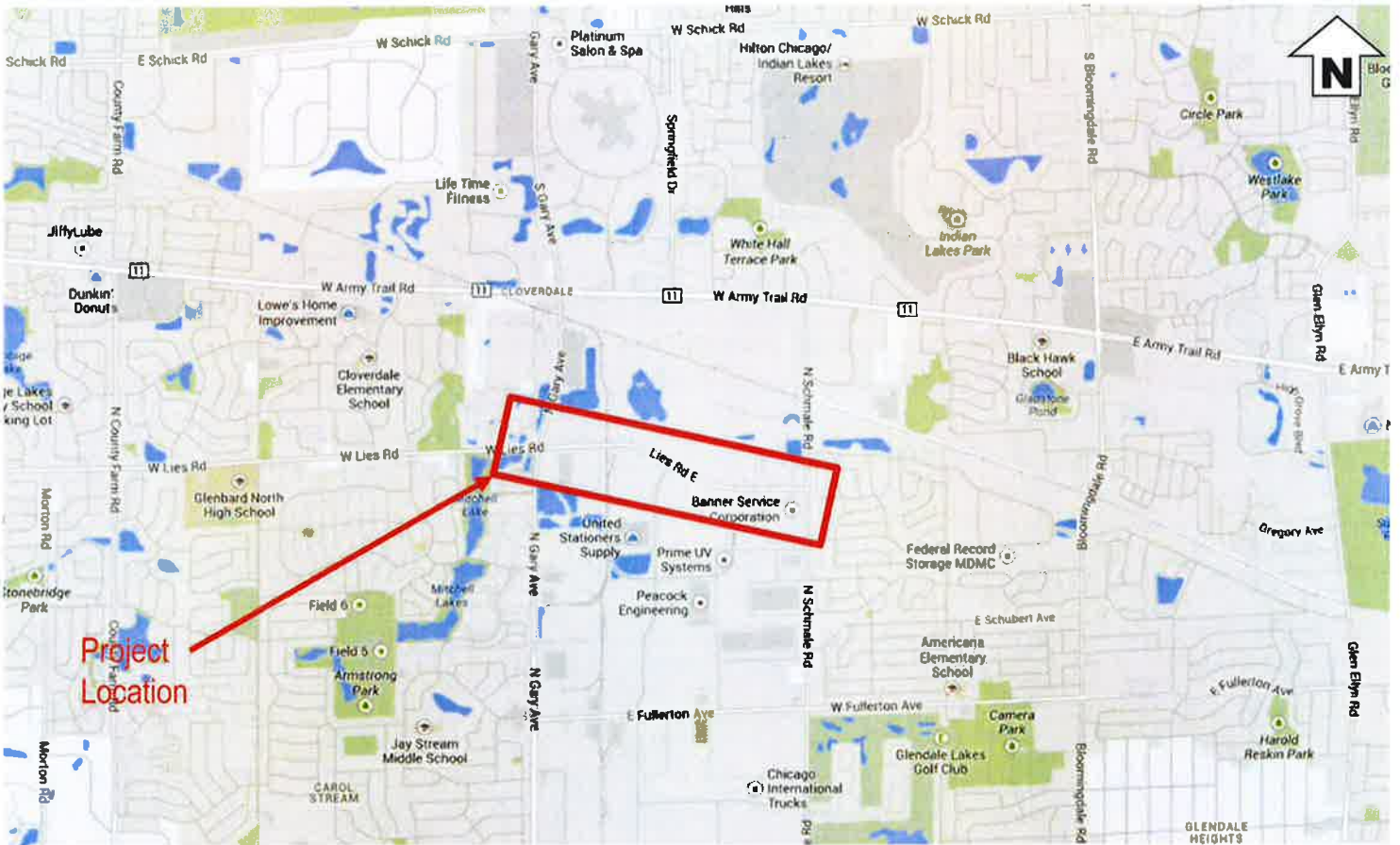


EXHIBIT A - Project Map

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

ADDENDA NUMBER 2

Local Public Agency	County	Section Number
Village of Carol Stream	DuPage	15-00061-00-BT

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

ORIGINAL DIVISION OF COST (ODC)

Type of Work	Federal Funds			State Funds			Local Public Agency Funds			Totals	
	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%		
Preliminary Engineering	ITEP	\$98,390.00	80%				Local	\$24,598.00	20%	\$122,988.00	
ODC Federal Funds		\$98,390.00		ODC State Funds			ODC LPA Funds		\$24,598.00	Total	\$122,988.00

AMENDMENT # 2

Type of Work	Federal Funds			State Funds			Local Public Agency Funds			Work Totals	
	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%		
Preliminary Engineering	ITEP	\$13,587.00	80%				Local	\$3,397.00	20%	\$16,984.00	
Federal Funds Amendment # 2		\$13,587.00		State Funds Amendment # 2			LPA Funds Amendment # 2		\$3,397.00	Total	\$16,984.00
Add Amendment		Remove Amendment									

Total Federal Funds	\$111,977.00	Total State Funds		Total LPA Funds	\$27,995.00	TOTAL	\$139,972.00
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CUMULATIVE DIVISION OF COST (CDC)

Type of Work	Federal Funds			State Funds			Local Public Agency Funds			Totals	
	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%		
Preliminary Engineering	ITEP	\$111,977.00	80%				Local	\$27,995.00	20%	\$139,972.00	
CDC Federal Funds		\$111,977.00		CDC State Funds			CDC LPA Funds		\$27,995.00	Total	\$139,972.00


If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

--

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.

Village of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager

FROM: William N. Cleveland, Village Engineer 

DATE: May 31, 2022

RE: Local Public Agency Engineering Services Agreement Supplement #2
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, an additional \$13,488 was granted bringing the total amended agreement to \$122,988. Subsequent additional changes to the plans requested by the CN Railroad and further delays, IDOT has approved a second amendment of \$16,984 to help pay for these costs.

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 \$111,977 with the Village share of \$27,995 funded from the Capital Projects fund raising the new contract to \$139,972. Actual costs will be based on consultant billing.

Staff therefore recommends that Local Public Agency Engineering Services Agreement Supplement #2 in the amount of \$16,984 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
LOCAL PUBLIC AGENCY ENGINEERING SERVICES AGREEMENT
SUPPLEMENT #2 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 Local Public Agency Engineering Services Agreement Supplement #2 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 6th DAY OF JUNE, 2022.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Julia Schwarze, Village Clerk



Local Public Agency Engineering Services Agreement



Using Federal Funds? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Agreement For <input type="text" value="Federal PE"/>	Agreement Type <input type="text" value="Supplement"/>	Number <input type="text" value="2"/>
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LOCAL PUBLIC AGENCY			
Local Public Agency	County	Section Number	Job Number
Village of Carol Stream	DuPage	15-00061-00-BT	D-91-409-15
Project Number	Contact Name	Phone Number	Email
BPDW(538)	Bill Cleveland	(630) 871-6220	wcleveland@carolstream.org

SECTION PROVISIONS			
Local Street/Road Name	Key Route	Length	Structure Number
Lies Road	1375	1.02	N/A
Location Termini			<input type="button" value="Add Location"/>
Gary Avenue to Schmale Road			<input type="button" value="Remove Location"/>
Project Description			
Design of 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	<input checked="" type="checkbox"/> Federal	<input type="checkbox"/> MFT/TBP	<input type="checkbox"/> State	<input checked="" type="checkbox"/> Other	<input type="text" value="Local"/>
Anticipated Construction Funding	<input checked="" type="checkbox"/> Federal	<input type="checkbox"/> MFT/TBP	<input checked="" type="checkbox"/> State	<input checked="" type="checkbox"/> Other	<input type="text" value="Local"/>

AGREEMENT FOR	
<input type="checkbox"/> Phase I - Preliminary Engineering	<input checked="" type="checkbox"/> Phase II - Design Engineering

CONSULTANT				
Consultant (Firm) Name	Contact Name	Phone Number	Email	
TranSystems Corporation	Dave Block	(847) 407-5313	dwblock@transystems.com	
Address	City	State	Zip Code	
1475 E. Woodfield Road, Suite 600	Schaumburg	IL	60173	

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 CFR 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 statute conviction for a violation occurring in the 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	\$14,976.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
SE3	20-1307980	\$2,008.00
Subconsultant Total		\$2,008.00
Prime Consultant Total		\$14,976.00
Total for all work		\$16,984.00
Add Subconsultants		

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The of

By (Signature & Date)

By (Signature & Date)

Name of Local Public Agency Local Public Agency Type Clerk

Title

(SEAL)

Executed by the ENGINEER:

Attest:

By (Signature & Date)

By (Signature & Date)

Title

Title

Local Public Agency	County	Section Number
Village of Carol Stream	DuPage	15-00061-00-BT

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

1. Additional Coordination for Delayed Lettings
 The project letting was postponed a third time because of the delay in reaching agreement with the CN for the track crossing work. The delay requires additional coordination with IDOT to address additional comments and re-work the plans and specs to conform to the revised letting.
 (24 hrs)

2. Additional Design and Coordination with CN and ICC
 Coordination with CN and ICC required a re-alignment of the path across the tracks to avoid an insulated rail and maintain a sufficient distance from the cantilever mast. The proposed profile and cross sections were also revised along the new alignment. CN finally approved the revised alignment and provided a cost estimate for the track work to accommodate the crossing. We coordinated with the Village and Village attorney to provide information to file the petition to the ICC. We are also pursuing additional STP funding for construction cost increases and for CN track work.
 (84 hrs; \$2,008 fee for SE3)

Local Public Agency	County	Section Number
Village of Carol Stream	DuPage	15-00061-00-BT

**EXHIBIT B
PROJECT SCHEDULE**

Initial final PS&E - June 13, 2022 Letting - September 23, 2022
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Village of Carol Stream

DuPage

15-00061-00-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"/>				
Total Direct Costs				

**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"/>
---	---	--------------------------	-------------------------------------

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"/>

Local Public Agency		County	Section Number	
Village of Carol Stream		DuPage	15-00061-00-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 checked="" type="checkbox"/>	<input 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"/>	



Local Public Agency Village of Carol Stream	County DuPage	Section Number 15-00061-00-BT
Consultant (Firm) Name TranSystems Corporation	Prepared By Emily Druckrey	Date 3/x/2022

PAYROLL ESCALATION TABLE

CONTRACT TERM	12	MONTHS		OVERHEAD RATE	143.97%
START DATE	2/1/2022			COMPLEXITY FACTOR	0
RAISE DATE	4/2/2022			% OF RAISE	2.00%
END DATE	1/31/2023				

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	2/1/2022	4/2/2022	2	16.67%
1	4/3/2022	2/2/2023	10	85.00%

The total escalation = 1.67%

Local Public Agency	County	Section Number
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MAXIMUM PAYROLL RATE	78.00
ESCALATION FACTOR	1.67%

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)	\$77.39	\$78.00
Engineer 3 (E3)	\$68.71	\$69.86
Engineer 2 (E2)	\$48.13	\$48.93
Engineer 1 (E1)	\$36.00	\$36.60
Planner 5 (P5)	\$78.00	\$78.00
Planner 4 (P4)	\$66.91	\$68.03
Planner 3 (P3)	\$46.70	\$47.48
Planner 2 (P2)	\$39.64	\$40.30
Architect 4 (AR4)	\$73.88	\$75.11
Architect 3 (AR3)	\$65.92	\$67.02
Architect 2 (AR2)	\$45.24	\$45.99
Architect 1 (AR1)	\$37.86	\$38.49
Environmental Scientist 4 (SC4)	\$78.00	\$78.00
Industry Specialist 3 (IS3)	\$60.11	\$61.11
Construction Services 4 (CS4)	\$57.14	\$58.09
Construction Services 3 (CS3)	\$58.46	\$59.43
Construction Services 2 (CS2)	\$33.08	\$33.63
Technician 3 (T3)	\$39.18	\$39.83
Technician 1 (T1)	\$20.04	\$20.37
Administrative 3 (A3)	\$56.24	\$57.18
Administrative 2 (A2)	\$30.66	\$31.17
Administrative 1 (A1)	\$26.94	\$27.39

Local Public Agency

County

Section Number

Village of Carol Stream

DuPage

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COST ESTIMATE WORKSHEET

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

OVERHEAD RATE

COMPLEXITY FACTOR

TASK	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	DIRECT COSTS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Additional Coordination for Delayed Lettings	24	1,170	1,685		386		3,241	19.08%
Additional Design and Coord w/ CN and ICC	84	4,237	6,100		1,398		11,735	69.09%
SE3						2,008	2,008	11.82%
Subconsultant DL					0			
TOTALS	108	5,407	7,785	-	1,784	2,008	16,984	100.00%

13,192

Local Public Agency

County

Section Number

Village of Carol Stream

DuPage

15-00061-00-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			Additional Coordination for Delayed Lettings			Additional Design and Coord w/ CN and ICC											
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Engineer 5 (E5)	78.00	0.0																	
Engineer 4 (E4)	78.00	16.0	14.81%	11.56	4	16.67%	13.00	12	14.29%	11.14									
Engineer 3 (E3)	69.86	0.0																	
Engineer 2 (E2)	48.93	66.0	61.11%	29.90	12	50.00%	24.47	54	64.29%	31.46									
Engineer 1 (E1)	36.60	22.0	20.37%	7.46	4	16.67%	6.10	18	21.43%	7.84									
Planner 5 (P5)	78.00	0.0																	
Planner 4 (P4)	68.03	0.0																	
Planner 3 (P3)	47.48	0.0																	
Planner 2 (P2)	40.30	0.0																	
Architect 4 (AR4)	75.11	0.0																	
Architect 3 (AR3)	67.02	0.0																	
Architect 2 (AR2)	45.99	0.0																	
Architect 1 (AR1)	38.49	0.0																	
Environmental Scientist 4 (E4)	78.00	0.0																	
Industry Specialist 3 (IS3)	61.11	0.0																	
Construction Services 4 (C4)	58.09	0.0																	
Construction Services 3 (C3)	59.43	0.0																	
Construction Services 2 (C2)	33.63	0.0																	
Technician 3 (T3)	39.83	0.0																	
Technician 1 (T1)	20.37	0.0																	
Administrative 3 (A3)	57.18	0.0																	
Administrative 2 (A2)	31.17	4.0	3.70%	1.15	4	16.67%	5.20												
Administrative 1 (A1)	27.39	0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
TOTALS		108.0	100%	\$50.07	24.0	100.00%	\$48.76	84.0	100%	\$50.44	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00

SE3, LLC
SCOPE OF ENGINEERING SERVICES

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

Phase II Final Engineering Services

Supplement #1

A supplement is being requested by SE3 due to the following out of scope items which have been performed:

- ADA Detail Sheets
 - Update ADA Detail sheet for revised railroad crossing
 - Update ADA Detail sheet station and offsets due to revised proposed alignment.

**PAYROLL ESCALATION TABLE
 FIXED RAISES**

FIRM NAME SE3, LLC
 PRIME/SUPPLEMENT Supplement
 Prepared By Steve Schuessler (SE3)

DATE 03/02/22
 PTB-ITEM#

CONTRACT TERM 3 MONTHS
 START DATE 3/2/2022
 RAISE DATE 1/1/2023
 END DATE 6/1/2022

OVERHEAD RATE 124.75%
 COMPLEXITY FACTOR 0
 % OF RAISE 2%

ESCALATION PER YEAR

year	First date	Last date	Months	% of Contract
0	3/2/2022	6/1/2022	3	100.00%

The total escalation = 0.00%

PAYROLL RATES

FIRM NAME
PRIME/SUPPLEMENT
PTB-ITEM #

SE3, LLC
Supplement

DATE

03/02/22

ESCALATION FACTOR 0.00%

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

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Principal	\$87.16	\$87.16
Senior Project Manager	\$74.04	\$74.04
Project Manager	\$66.09	\$66.09
Project Engineer	\$49.08	\$49.08
Staff Engineer	\$35.53	\$35.53
Technical Manager	\$45.86	\$45.86
Accountant	\$36.19	\$36.19
Administrative Assistant	\$28.03	\$28.03

COST PLUS FIXED FEE COST ESTIMATE OF CONSULTANT SERVICES

Bureau of Design and Environment
Prepared By: Consultant
03/02/22

FIRM SE3, LLC
PTB-ITEM #
PRIME/SUPPLEMENT Supplement

OVERHEAD RATE 124.75%
COMPLEXITY FACTOR 0

DATE _____

DBE DROP BOX	ITEM	MANHOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENF (C)	DIRECT COSTS (D)	FIXED FEE (E)	SERVICES BY OTHERS (G)	DBE TOTAL (H)	TOTAL (B-G)	% OF GRAND TOTAL
DBE	ADA Details	19	779	972		257		2,008	2,008	100.00%
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	Subconsultant DL					0			-	
	TOTALS	19	779	972		257	-	2,008	2,008	100.00%

1,751 **DBE 100.00%**

AVERAGE HOURLY PROJECT RATES

FIRM SE3, LLC
PTB-ITEM# _____
PRIME/SUPPLEMENT Supplement

DATE 03/02/22

SHEET 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			ADA Details														
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Principal	87.16	0.0																	
Senior Project Manager	74.04	0.0																	
Project Manager	66.09	1.0	5.26%	3.48	1	5.26%	3.48												
Project Engineer	49.08	6.0	31.58%	15.50	6	31.58%	15.50												
Staff Engineer	35.53	11.0	57.89%	20.57	11	57.89%	20.57												
Technical Manager	45.86	0.0																	
Accountant	36.19	0.0																	
Administrative Assistant	28.03	1.0	5.26%	1.48	1	5.26%	1.48												
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TOTALS		19.0	100%	\$41.02	19.0	100.00%	\$41.02	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00

CAROL STREAM PUBLIC LIBRARY

616 Hiawatha Drive • Carol Stream, IL 60188
(630)-653-0755 www.cslibrary.org

May 18, 2022

To: The Honorable Mayor Frank Saverino and
Members of the Board of Trustees of the
Village of Carol Stream

Cc: Bob Mellor, Village Manager

Re: Board of Library Trustees of the Village of Carol Stream
Annual Report 2021-2022

Pursuant to the Local Library Act (75 ILCS 5/4-10), the Board of Library Trustees of the Village of Carol Stream submits the following Annual Report for the Fiscal Year ending April 30, 2022 (FY22) on the condition of its trust:

- Part I — Itemized Statement of the various funds received from the library fund and from other sources (subject to annual audit)-Exhibit 1
- Part II — Itemized statement of the objects and purposes for which those sums of money have been expended (subject to annual audit)-Exhibit 2
- Part III — a statement of the number of books and periodicals available for use, and the number and character thereof circulated
- Part IV — A statement of the real and personal property acquired by legacy, purchase, gift or otherwise
- Part V — A statement of the character of any extensions of library service which have been undertaken
- Part VI - Blank (This amendment to 75 ILCS 5/4-10, passed August 22, 2017.)
- Part VII — A statement as to the amount of accumulations and the reasons thereof (subject to annual audit)
- Part VIII — A statement as to any outstanding liabilities including those for bonds still outstanding or amounts due for judgements, settlements, liability insurance, or for amounts due under a certificate of the board
- Part IX — Any other statistics, information and suggestions that may be of interest

Part III

Total number of books (including audiobooks, eBooks and eAudiobooks) is 159,640. The Library subscribes to 24 newspapers, 125 print magazines and has 4046 downloadable eMagazine subscriptions. Paper copies of print back issues of six months to one year are available. The Library circulated 268,130 items during FY22 (32% increase).

Part IV

The Library did not acquire any property over the past year.

Part V

FY22 has continued to be an interesting and challenging year for the Library in providing public services to the community as the COVID-19 pandemic continues. Staff have responded to these challenges with a positive attitude and creative thinking, finding a variety of ways to continue and develop our Library patron relationships and providing as many services as possible and implementing new ones.

- The Youth Services Department offered 299 programs with 6,838 attendees. The Adult Services Department offered 94 programs with 1,259 attendees. 75 Teen programs were offered with 370 attendees. To provide additional options for patrons, the three departments provided a large variety of passive programming utilizing take and make crafts and individually customized Binge Boxes that were comprised of books, activities, tchotchkes and a snack. These are available by request for patrons of all ages. Youth Services had 1,053 passive programs with 8,582 participants, Adult Services had 308 passive programs with 4,061 participants, and Teen Services had 17 passive programs with 89 participants. In spring 2022 the Library began to offer in-person programming.
- The Library's outdoor patio was opened to the public on May 3, 2021 with comfortable seating and Wi-Fi access.
- The Library's new study rooms were opened for public use on June 14, 2021. Additional public computers were also made available.
- Two new circulating item types were added to the Library in FY22. Xbox Series X and PlayStation 5 titles were added to the Library's video game collection.
- A new online service for children called *LOTE Online for Kids* is now available to library cardholders. *LOTE Online for Kids* is an online database of digital picture books in World Languages, that helps libraries to engage multilingual families in their communities, while allowing kids to enjoy books and learn language through the magic of storytelling. The platform provides unlimited access to over 1200+ book titles in 40+ World Languages together with English translations, and each month they release another 30-50 digital books and 1-2 new languages.
- The Library provided monthly Homebound deliveries of Library materials to local senior centers and individual patrons.
- The Library provided curbside pick-up service for the public. Patrons can reserve materials online, text the staff when they arrive, and their bag of materials is brought out to their vehicle. Patrons are also able to request curbside printing and copying. There were 2,786 curbside materials pick-ups and 2,433 printing/copying pick-ups in FY22.
- The Library often works with local community organizations to provide additional information and services. During the year, the Library hosted three blood drives, and two vaccination clinics. We were a collection location for the Christmas Sharing Program and Rotary Food Drive.
- The Library provides online virtual Library card registration so that patrons are able to immediately access our online collections and databases 24/7. The virtual card is valid for 90 days. Patrons' are required to come in and register in-person to extend their privileges.

- The Library's Website, www.cslibrary.org, offers patrons 24/7 service with the opportunity to download eAudiobooks, eBooks, eMagazines, streaming video and music, access to online subscription databases, as well as the ability to register for programs through their home computers and other electronic devices.
- The Library has a mobile application for patrons to access the Library with their smartphones and other devices. The application was accessed 42,707 times during FY22 (17.6% increase).
- Live online chat and texting with librarians is available during regular Library hours to immediately respond to patrons' informational needs. Wi-Fi Hotspots are available for check out for patrons with no internet service or will be in an area that does not provide internet service. Portable chargers are available for check out for patrons who need to charge their electronic devices. Bike locks are available for check out for riders to secure their bicycles.
- The in-print newsletter was suspended for most of FY22, with the focus on information mailers and the Library's e-newsletter. In spring 2022 bi-monthly print newsletters began.
- The Library offers patrons the opportunity to subscribe to an e-newsletter.

Part VI No longer required.

Part VII

The Library Board continues to implement, within its financial plan, the accumulation of funds for the purpose of completing capital improvement projects, making major repairs, providing for catastrophic emergency, and special projects. This past fiscal year the Library had \$442,637 (subject to audit) remaining in the General Fund to add to the Library's Reserve. In anticipation of this surplus, \$350,000 of that amount was transferred in April to four of the Library's Special Funds (\$75,000 to CM&R Fund, \$50,000 to the IMRF Fund, \$5,000 to the Liability Fund and \$220,000 to the Building Renovation Loan Fund). The surplus this year was a result of staff vacancies and reductions in some of our yearly expenses.

Part VIII

In FY19 the Library Board entered into an Intergovernmental Loan Agreement (ILA) with the Village of Carol Stream for \$2,000,000 for ten years. The annual loan repayment is \$234,461.

Part IX

- Percentage of population (39,854) registered with Library cards is 44.4% (17,695 cardholders)
- Digital Services: There were 179,955 visits to the Library's Web page (47% increase) and remote access to the Library's subscription databases via the Web page numbered 48,257 (6.8% increase). 64,107 eAudiobooks, eBooks, and e-music CDs were downloaded through the Library's subscription services via the Library web page and mobile application. 6015 videos were streamed from the Library's online streaming service Hoopla. 10,907 eMagazines were downloaded with the Library's downloadable online magazine services RBdigital and Press Reader (55.5% increase). Being able to provide expanded patron access to our downloadable/virtual collections has been a great benefit to the residents of the community during the pandemic.
- Social Media: The Library's Facebook page has 2,722 followers (15.5% increase) and received 32,702 Engagements (Likes) and had 360,352 Impressions (Views) in FY22. Instagram has 1,045 followers (12.9% increase) and had 1,083 Engagements (Likes) and 23,550 Impressions (Views) of

posts. Twitter has 1,475 followers (9.5% increase) and had 119,003 Engagements (Likes) and 209,416 Impressions (Views) of posts.

- The number of homebound patrons currently being served is 45. The Library made 331 deliveries and delivered 2,302 items to our homebound patrons during FY 22.
- Adult reference staff answered 23,725 questions and Youth reference staff answered 8,662 questions for a total of 23,725, including online chat (64.7% increase). There were 33 one-on-one tutorials.
- The Library’s study rooms, which were opened on June 14, 2021, had 2,442 users.

CERTIFICATION

This Annual Report is filed by the Carol Stream Public Library pursuant to the Local Library Act (75 ILCS 5/4-10) for the fiscal year commencing May 1, 2021 and ending April 30, 2022.

Signed:



Susan Westgate
Library Director

Attest:

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

BOARD OF LIBRARY TRUSTEES OF THE VILLAGE OF CAROL STREAM ANNUAL REPORT 2021-2022

is a true and accurate report of the activities of the Carol Stream Public Library for the year stated.



Justin Lynch
President
Board of Library Trustees

(Seal)

EXHIBIT 1 - FY 22 Income Received (subject to audit)

ACCT #	Account Name		
	GENERAL FUND REVENUES		
	Property Taxes		
	Property Tax -- Current	3,166,554	
	Property Tax -- Non-Current	0	
	PPR Taxes	84,947	
	Interest Income		
	Interest Income -- Taxes		
	Interest Income -- Investments	3,394	
	Patron Payments		
	Fines & Fees	5,185	
	Public Copier Payments	6,365	
	Non-Resident Card Fees	2,122	
	Sale items	0	
	Donations	16,630	
	Developer Contributions	0	
	RBP/ILL Reimbursements	61	
	Grants		
	Per Capita Grant	58,574	
	Other Grants/Awards	2,000	
	Other Income	5,110	
	TOTAL GENERAL FUND REVENUE	3,350,942	
	SPECIAL FUND REVENUES		
	IMRF Fund		
	Property Tax -- Current	151,510	
	Property Tax -- Non-Current		
	Interest Income Taxes	0	
	Interest Income Investments	145	
	FICA Fund		
	Property Tax -- Current	127,161	
	Property Tax -- Non-Current	0	
	Interest Income Taxes	0	
	Interest Income Investments	181	
	Liability Fund		
	Property Tax -- Current	20,290	
	Property Tax -- Non-Current	0	
	Interest Income Taxes	0	
	Interest Income Investments	19	

EXHIBIT 1 - FY 22 Income Received (subject to audit)		
ACCT #	Account Name	
	Audit Fund	
	Property Tax -- Current	10,823
	Property Tax -- Non-Current	0
	Interest Income Taxes	0
	Interest Income Investments	13
	Capital Maint. & Repair	
	Interest Income Investments	2,786
	Working Cash Fund	
	Interest Income Investments	87
	Debt Service Fund	
	Property Tax -- Current	234,280
	Property Tax -- Non-Current	0
	Interet Income Taxes	0
	interest Income Investments	177
	TOTAL SPECIAL FUND REVENUES	547,472
	TOTAL INCOME FY 2021	\$3,898,414

EXHIBIT 2 - FY 22 EXPENSES (subject to audit)

ACCT #	Account Name		
	GENERAL FUND EXPENDITURES		
5100	SALARIES		
5101	EXEMPT STAFF SALARIES	601,011	
5102	NON-EXEMPT STAFF SALARIES	1,147,517	
5103	CUSTODIAL SALARIES	72,045	
5104	BENEFITS-MED/LIFE/DENTAL		
5105	Professional Education	4,718	
5106	Memberships	3,368	
5107	Benefits -- Life insurance	1,762	
5108	Benefits -- Health Insurance	176,781	
5109	Benefits -- Other	2,369	
5110	Trustee Development	413	
	TOTAL	2,009,984	
5200	PLANT MAINTENANCE		
5201	SUPPLIES	13,891	
5202	MAINTENANCE/REPAIR	3,732	
5203	MAINTENANCE CONTRACTS	43,701	
5204	LANDSCAPE MAINTENANCE	11,060	
5205	FURNITURE/EQUIPMENT	3,829	
5206	ELECTRIC - COMM EDISON	50,872	
5207	WATER/SEWER	4,909	
5208	INSURANCE (PROPERTY)	10,273	
	TOTAL	142,267	
5300	BUSINESS EXPENSE		
5301	POSTAGE	5,398	
5302	OFFICE&EQUIPMENT SUPPLIES	5,677	
5303	PRINTER SUPPLIES	233	
5304	EQUIPMENT LEASING	15,839	
5305	MILEAGE REIMBURSEMENT	411	
5306	LEGAL NOTICES	555	
5308	BUSINESS PHONE	7,584	
5309	ACCOUNTING SERVICE	11,450	
5310	MATERIAL RECOVERY FEES	1,083	
5311	PAYROLL SERVICE	7,539	
5312	ATTORNEY FEES	1,931	
5314	OTHER CONSULTANTS	7,200	
5315	OTHER EXPENDITURES	4,990	
5317	BANK FEES	101	
5319	SECURITY SERVICE	9,741	

EXHIBIT 2 - FY 22 EXPENSES (subject to audit)			
ACCT #	Account Name		
5320	Donation Received Expense	12,075	
5321	Human Resources	13,866	
	TOTAL	105,673	
5400	CIRCULATION & MATERIALS PROCESSING, INCLUDING AUTOMATED SERVICES		
5401	Automation Hardware	6,632	
5402	ISP and Web Page Hosting	6,461	
5403	Computer Software	13,086	
5404	LAN and Hardware Maintenance	15,183	
5405	Technical Services Supplies	4,313	
5406	Circulation Supplies	2,406	
5408	Tech Services Online Resources	14,159	
5409	RBP/ILL Expenses	342	
5410	SWAN Consortium	46,166	
5411	Village IT Services	97,420	
	TOTAL	206,168	
5500	SERVICES		
5501	Youth Services Programs	33,484	
5503	Adult Programs	20,470	
5505	Library Newsletter	9,657	
5509	Library Publicity and Promotion	13,127	
	TOTAL	76,738	
5600	COLLECTION DEVELOPMENT		
5601	Youth Services Books	43,131	
5606	Youth Services Media	15,875	
5630	Adult Books	67,874	
5634	Online Resources	17,117	
5635	Magazines & Newspapers	11,291	
5637	Adult Media	33,605	
5651	Digital Media	95,784	
5652	Grant/Award Expense (Databases)	58,646	
	TOTAL	343,323	
	GENERAL FUND EXPENDITURES		
5100	SALARIES	2,009,984	
5200	PLANT MAINTENANCE	142,267	
5300	BUSINESS EXPENSE	105,673	
5400	CIRCULATION & MATERIAL Proc....	206,168	
5500	SERVICES	76,738	

EXHIBIT 2 - FY 22 EXPENSES (subject to audit)			
ACCT #	Account Name		
5600	COLLECTION DEVELOPMENT	343,323	
	TOTAL	2,884,153	
SPECIAL FUND EXPENDITURES			
	Account Name		
	LIABILITY INSURANCE FUND	23,598	
	FICA FUND	139,307	
	IMRF FUND	189,635	
	AUDIT FUND	11,849	
	Capital Maintenance & Repair Fund	74,013	
	Special Capital Projects in CM&R Fund	37,597	
	Debt Service Fund	554,461	
	TOTAL	1,030,460	
	General Fund Expenditures	2,884,153	
	Special Fund Expenditures	1,030,460	
	Total Expenditures	\$ 3,914,613	

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on JUNE 06,2022**

AGENDA ITEM
2-1 6/6/22

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
ACCURATE OFFICE SUPPLY CO					
OFFICE SUPPLIES	84.25	01600000-53314	OFFICE SUPPLIES	570430	
	<u>84.25</u>				
AEP ENERGY					
100 DELLA CT 04/08-05/11/22	9.87	01670300-53213	STREET LIGHT ELECTRICITY	3013130378 05/12/22	
	<u>9.87</u>				
AMERICAN LEGAL PUBLISHING CORP					
CODIFICATION-APR 2022	120.00	01520000-52253	CONSULTANT	16678	
	<u>120.00</u>				
AMERICAN PLANNING ASSOCIATION-IL CHAPTER					
AD-PT PLANNING TECH 05/18/22	100.00	01600000-52228	PERSONNEL HIRING	1577	
	<u>100.00</u>				
ARAMARK UNIFORM & CAREER APPAREL GROUP INC					
FIRST AID SUPPLIES	232.72	01590000-53317	OPERATING SUPPLIES	ORD4-009094	
	<u>232.72</u>				
ARIEL IBARRIENTOS					
IJOA-IDOA 2022 IBARRIENTOS 06/14-06/17/22	87.00	01660100-52223	TRAINING	IJOA-IDOA 2022-IBARR	
	<u>87.00</u>				
ARROW ROAD CONSTRUCTION COMPANY					
FLEX PAVEMENT-ROAD RESURFACE PO-462673 P	-78,666.67	11-21449	RETAINAGE ARROW ROAD CONST	62822-2	
FLEX PAVEMENT-ROAD RESURFACE PO-462673 P	786,666.68	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	62822-2	
	<u>708,000.01</u>				
B & F CONSTRUCTION CODE SERVICES, INC					
BLDG PLAN REV-411 GENEVA RD, 22-3492-RMDC	2,005.00	01643700-52253	CONSULTANT	59039	
	<u>2,005.00</u>				

**Village of Carol Stream
Schedule of Bills
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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>
BAXTER & WOODMAN INC					
WRC CONSTRUCTION-DEWATERING, PO-3906, P/	175.00	04101100-54480	CONSTRUCTION	0234992	
WRC CONSTRUCTION-DEWATERING, PO-3906, P/	262.50	04101100-54480	CONSTRUCTION	0234991	
	<u>437.50</u>				
BEDROCK EARTHSCAPES LLC					
MAINTENANCE SVC-POND, STREAM PO-462676	3,254.60	01620100-52358	POND/STORM MAINTENANCE	1849	
MAINTENANCE SVC-POND, STREAM PO-462676	6,056.00	01620100-52358	POND/STORM MAINTENANCE	1828	
	<u>9,310.60</u>				
BLOOMINGDALE TOWNSHIP					
MOSQUITO ABATEMENT-APR 2022 FINAL, PAY #4	8,921.25	01670100-52269	MOSQUITO ABATEMENT	104102 PO-3879	
	<u>8,921.25</u>				
BRIAN CLUEVER					
MGMT TRAINING-CLUEVER, PER DIEM 05/02-05,	177.13	01660100-52223	TRAINING	CLUEVER 2022	
	<u>177.13</u>				
C J INCROCCI					
STOPS 2022-INCROCCI 06/13-06/15/22	97.00	01660100-52223	TRAINING	STOPS 2022-INCROCCI	
	<u>97.00</u>				
C S FIRE PROTECTION DISTRICT					
PERMITS-APR 2022	1,440.00	01-24416	DEPOSIT-FIRE DISTRICT PERMIT	PERMITS APR 2022	
	<u>1,440.00</u>				
C S PUBLIC LIBRARY					
PPRT APR 2022	19,388.15	01000000-41102	PERSONAL PROPERTY REPLAC TAXPPRT APR 2022		
	<u>19,388.15</u>				
CAROL STREAM PARK DISTRICT					
PARK PASSES-APR 2022	110.00	01-24236	BARK PARK MEMBERSHIP	PARK PASSES APR 2022	
	<u>110.00</u>				

**Village of Carol Stream
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
CHRISTOPHER B BURKE ENGR LTD					
FULLERTON TOWER REPAIRS PO-3975, PAY #1	3,403.64	04201600-52253	CONSULTANT	174565	20230008
	<u>3,403.64</u>				
CLARKE ENVIROMENTAL MOSQUITO MGMNT					
MOSQUITO ABATEMENT PO-3972	8,325.00	01670100-52269	MOSQUITO ABATEMENT	001024008	20230004
	<u>8,325.00</u>				
COMED					
465 CENTER 04/19-05/18/22	87.73	01670300-53213	STREET LIGHT ELECTRICITY	2859083222 05/18/22	
KUHN RD, RT64 04/19-05/18/22	32.22	01662300-52298	ATLE SERVICE FEE	4202129060 05/18/22	
MASTER ACCT-5025 04/15-05/17/22	468.84	01670300-53213	STREET LIGHT ELECTRICITY	5853045025 05/20/22	
	<u>588.79</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>
CONSTELLATION NEW ENERGY					
1015 LIES RD 04/18-05/17/22, 62494752701	94.40	04201600-53210	ELECTRICITY	7280332-21 05/18/22	
1128 EVERGREEN TRL 04/20-05/19/22, 6251833	73.16	04101500-53210	ELECTRICITY	7280332-25 05/20/22	
1348 CHARGER CT 04/18-05/17/22, 6249475230	576.85	04101500-53210	ELECTRICITY	7280332-20 05/18/22	
1350 TALL OAKS 04/19-05/18/22, 62507502301	47.20	04101500-53210	ELECTRICITY	7280332-29 05/19/22	
1415 MAPLE RIDGE 04/20-05/19/22, 625182356	194.75	01670600-53210	ELECTRICITY	7280332-28 05/20/22	
1N END THORNHILL 04/18-05/17/22, 624947741	67.44	01670300-53213	STREET LIGHT ELECTRICITY	7280332-6 05/18/22	
300 KUHN RD 04/19-05/18/22, 62507513601	2,214.81	04201600-53210	ELECTRICITY	7280332-19 05/19/22	
301 ANTELOPE 04/19-05/18/22, 62507487501	51.88	01670300-53213	STREET LIGHT ELECTRICITY	7280332-11 05/19/22	
333 FULLERTON 04/18-05/17/22, 62494703301	413.92	04201600-53210	ELECTRICITY	7280332-27 05/18/22	
391 FLINT 04/19-05/18/22, 62507503301	42.94	01670300-53213	STREET LIGHT ELECTRICITY	7280332-12 05/19/22	
451 SILVERLEAF 04/19-05/18/22, 62507467701	32.91	01670300-53213	STREET LIGHT ELECTRICITY	7280332-1 05/19/22	
500 GARY AVE 04/19-05/18/22, 62507521401	108.79	01670300-53213	STREET LIGHT ELECTRICITY	7280332-5 05/19/22	
506 CHEROKEE 04/19-05/18/22, 62507509201	36.39	01670300-53213	STREET LIGHT ELECTRICITY	7280332-4 05/19/22	
850 LONGMEADOW 04/19-05/18/22, 625075009	96.88	01670600-53210	ELECTRICITY	7280332-23 05/19/22	
879 DORCHESTER 04/19-05/18/22, 6250748760:	18.48	01670600-53210	ELECTRICITY	7280332-22 05/19/22	
880 PAPOOSE CT 04/19-05/18/22, 62507487801	88.49	01670300-53213	STREET LIGHT ELECTRICITY	7280332-13 05/19/22	
990 DEARBORN 04/19-05/18/22, 62507511201	47.44	01670300-53213	STREET LIGHT ELECTRICITY	7280332-10 05/19/22	
200 TUBEWAY 04/08-05/09/22, 62419360301	596.73	04101500-53210	ELECTRICITY	7280332-18 05/10/22	
	4,803.46				
CORE & MAIN LP					
12" HYMAX GRIP	950.35	04201600-53317	OPERATING SUPPLIES	Q828605	
ANCHOR CPLG, ACCESSORIES	409.71	04201600-53317	OPERATING SUPPLIES	Q844484	
MUELLER TAP GUN	1,855.00	04201600-53316	TOOLS	Q840898	
MUELLER UPPER STEM	578.00	04201600-53317	OPERATING SUPPLIES	Q840935	
SEWER FLAGS	111.90	04101500-53317	OPERATING SUPPLIES	Q800201	
	3,904.96				
DANNAE POPE					
IJOA-IDOA 2022 POPE 06/14-06/17/22	87.00	01660100-52223	TRAINING	IJOA-IDOA 2022-POPE	
	87.00				

**Village of Carol Stream
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
DTN LLC					
WEATHER SERVICE 05/01/22-04/30/23	2,668.00	01670100-52234	DUES & SUBSCRIPTIONS	6123820	
	<u>2,668.00</u>				
DUPAGE COUNTY ANIMAL CARE & CONTROL					
ANIMAL SVC-FEB 2022	135.00	01662700-52249	ANIMAL CONTROL	15568	
	<u>135.00</u>				
DUPAGE COUNTY CLERK					
2022 NOTARY-POPE	10.00	01660100-52234	DUES & SUBSCRIPTIONS	NOTARY 2022-POPE	
NOTARY 2022-PLUMB	10.00	01660100-52234	DUES & SUBSCRIPTIONS	NOTARY 2022-PLUMB	
	<u>20.00</u>				
DUPAGE COUNTY RECORDER					
RECORDING R2022-051327 THRU R2022-051329	227.00	01520000-52233	RECORDING FEES	40426162	
RECORDING R2022-051337 THRU R2022-051339	171.00	01520000-52233	RECORDING FEES	40426176	
	<u>398.00</u>				
DUPAGE MAYORS AND MANAGERS CONFERENCE					
2022-2023 DMMC DUES	36,098.16	01520000-52234	DUES & SUBSCRIPTIONS	11368A	
	<u>36,098.16</u>				
DUPAGE WATER COMMISSION					
WATER PURCHASE-APR 2022	414,299.20	04201600-52283	DUPAGE CTY WATER COMMISSION	03/31/22-04/30/22	
	<u>414,299.20</u>				
FEDEX					
REFLECTIVE TAPE SHIPPING	75.77	01670300-53317	OPERATING SUPPLIES	7-745-11332	
	<u>75.77</u>				
FIFTH THIRD BANK					
5/3 SUBPOENA RESEARCH BILLING-CSPC2000738	38.95	01662400-53330	INVESTIGATION FUND	CSPC2000738	
	<u>38.95</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>
FOURTH OF JULY PARADE COMMITTEE					
2022-JULY 4TH PARADE DONATION	10,000.00	01750000-52291	MISC EVENTS/ACTIVITIES	JULY 4 PARADE 2022	
	<u>10,000.00</u>				
GOVTEMPSUSA LLC					
ACCOUNTS CLERK-R ARGUILLES 05/08, 05/15/22	1,398.00	04103100-52253	CONSULTANT	39639306	
ACCOUNTS CLERK-R ARGUILLES 05/08, 05/15/22	1,398.00	04203100-52253	CONSULTANT	39639306	
AMR CLERK-A PEREZ 05/08, 05/15/22 PO-3971	1,824.90	04201400-52253	CONSULTANT	3963907	20230012
OFFICE MANAGER-D KALKE 05/08, 05/15/22	3,364.80	01590000-52253	CONSULTANT	3963904	
	<u>7,985.70</u>				
HEY & ASSOCIATES					
PHASE III CONSTR SVC 04/01-04/30/22, PO-4626	82.50	11740000-55488	STORMWATER UTILITIES	14818	
	<u>82.50</u>				
IEPA					
STREAMBANK STABILIZATION-KLEIN CREEK	750.00	11740000-55488	STORMWATER UTILITIES	ILR10ZBSM 2022	
	<u>750.00</u>				
ILLINOIS CITY /COUNTY MANANGEMENT ASSN					
AD-PT PLANNING TECH 05/18/22	50.00	01600000-52228	PERSONNEL HIRING	3622	
	<u>50.00</u>				
ILLINOIS JUVENILE OFFICERS ASSN					
IJOA 2022-POPE 06/14-06/17/22	150.00	01660100-52223	TRAINING	IJOA 2022-POPE	
	<u>150.00</u>				
JOHN L FIOTI					
ADJUDICATION-MAY 2022	575.00	01570000-52238	LEGAL FEES	MAY 2022	
	<u>575.00</u>				
JOSE LOPEZ					
STOPS 2022-LOPEZ 06/13-06/15/22	97.00	01660100-52223	TRAINING	STOPS 2022-LOPEZ	
	<u>97.00</u>				

**Village of Carol Stream
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
KLEIN, THORPE & JENKINS, LTD					
GENERAL COUNSEL-APR 2022	215.00	01510000-52238	LEGAL FEES	225813	
GENERAL COUNSEL-APR 2022	645.50	04200100-52238	LEGAL FEES	225813	
GENERAL COUNSEL-APR 2022	4,773.80	11740000-52238	LEGAL FEES	225813	
GENERAL COUNSEL-APR 2022	6,697.22	01570000-52238	LEGAL FEES	225813	
	12,331.52				
LAW OFFICE OF MICHELLE L MOORE LTD					
PROSECUTION-MAY 2022	2,700.00	01570000-52235	LEGAL FEES-PROSECUTION	2022-05	
PROSECUTION-MAY 2022	7,900.00	01570000-52312	PROSECUTION DUI	2022-05	
	10,600.00				
LRS HOLDINGS LLC					
STREET SWEEP-MAY 2022	10,402.00	01670600-52272	PROPERTY MAINTENANCE	PS453396	20230015
HAULING 04/25/22	636.00	01670500-52265	HAULING	0004978298	
PORTA JOHN-280 KUHN RD 04/08-05/05/22	115.00	01670400-52264	EQUIPMENT RENTAL	PS449075	
	11,153.00				
MARCOTT ENTERPRISES, INC.					
HAULING	2,500.00	01670500-52265	HAULING	22108	
SPOIL HAULING 03/29/22	350.00	01670500-52265	HAULING	20320B	
SPOIL HAULING 03/29/22	2,150.00	04201600-52265	HAULING	20320B	
SPOIL HAULING 04/21/22	750.00	04201600-52265	HAULING	16644	
	5,750.00				
MARK E RADABAUGH					
TAPING, EDITING 05/16/22	100.00	01590000-52253	CONSULTANT	22-0203	
	100.00				
MICHAEL RAMSEY					
C&D CLASS-LARSON 09/06-11/09/22	400.00	04200100-52223	TRAINING	APRIL 26, 2022	
	400.00				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on JUNE 06,2022**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
MID AMERICAN WATER INC					
WATEROUS GASKET KIT	1,167.00	04201600-53317	OPERATING SUPPLIES	248617W	
	1,167.00				
MNJ TECHNOLOGIES DIRECT					
OPERATING EQUIPMENT	288.93	01652800-53317	OPERATING SUPPLIES	0003843285	
CISCO DUO ACCESS	10,395.00	01652800-52255	SOFTWARE MAINTENANCE	0003843174	
	10,683.93				
MUNICIPAL CLERKS OF DUPAGE CO					
CLERKS MTG-JUN 2022	32.00	01520000-52222	MEETINGS	MCDC 06/01/22	
	32.00				
N E M R T					
ANNUAL NEMRT DUES 07/01/22-07/01/23	7,600.00	01660100-52223	TRAINING	302160	
	7,600.00				
NICOR					
1348 CHARGER CT 04/21-05/20/22	164.97	04101500-53230	NATURAL GAS	86606011178 05/20/22	
200 TUBEWAY DR 04/19-05/18/22	53.29	04101500-53230	NATURAL GAS	14309470202 05/18/22	
124 GERZEVSKE-WELL #4 04/20-05/19/22	94.70	04201600-53230	NATURAL GAS	13811210007 05/19/22	
	312.96				
OMI					
CAPEX-APR 2022 PO-3904 FINAL	28,623.97	04101100-52262	WRC CONTRACT	351199-CE-23	
	28,623.97				
PABLO CASTRO					
IJOA-IDOA 2022 CASTRO 06/14-06/17/22	87.00	01660100-52223	TRAINING	IJOA-IDOA 2022 CASTR	
	87.00				

**Village of Carol Stream
Schedule of Bills
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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>
PRIME LANDSCAPING GROUP, LLC					
MOWING SVC-MAY 2022	6,547.89	01670400-52272	PROPERTY MAINTENANCE	1688	20230018
PLANT BED MAINT SVC-MAY 2022	3,176.79	01670400-52272	PROPERTY MAINTENANCE	1688.1	20230017
	<u>9,724.68</u>				
PROPAC, INC					
CERT KIT PRO 2	668.42	01664700-53325	COMMUNITY RELATIONS	105052	
	<u>668.42</u>				
PROSPAN MANUFACTURING CO INC					
SHORING EQUIPMENT	1,900.75	04201600-53350	SMALL EQUIPMENT EXPENSE	2022-010048	
	<u>1,900.75</u>				
RECORD-A-HIT INC					
CONCERT SERIES-RECORD A HIT 05/21/22	2,080.00	01750000-52291	MISC EVENTS/ACTIVITIES	RECORD-A-HIT 2022	
	<u>2,080.00</u>				
RED WING SHOE STORE					
BOOTS-B KUTILEK	229.49	01670100-53324	UNIFORMS	225-72-22749	
BOOTS-C ESQUEDA	203.99	01670100-53324	UNIFORMS	225-72-22751	
BOOTS-C WEIGAND	178.49	04100100-53324	UNIFORMS	225-72-22748	
BOOTS-J SMITH	186.99	04200100-53324	UNIFORMS	225-72-22747	
BOOTS-M HARTING	203.99	01696200-53324	UNIFORMS	225-72-22757	
BOOTS-P TUNNEY	186.99	01670100-53324	UNIFORMS	225-72-22750	
	<u>1,189.94</u>				
REFUNDS MISC					
22-3618-FENC, 853 VALE RD-REFUND	64.00	01000000-42307	BUILDING PERMITS	853 VALE RD-2022	
22-3624-WHTR, 665 MATTHEW LN-REFUND	1.39	01610100-52256	BANKING SERVICES	665 MATTHEW-2022	
22-3624-WHTR, 665 MATTHEW LN-REFUND	48.00	01000000-42307	BUILDING PERMITS	665 MATTHEW-2022	
TOW FEE REIMBURSEMENT-CSP22012678	500.00	01000000-45321	TOWING FEE	ARIF SIDDIQUI-2022	
	<u>613.39</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on JUNE 06,2022**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
REFUNDS PRESERVATION BONDS					
21-2991-GZBO, #000435-0011, 437 TOWER-REFL	300.00	01-24302	ESCROW - GRADING	437 TOWER BLVD-2022	
	300.00				
REFUNDS TAX STAMPS					
STAMP 33414, 420 ESSEX PL-REFUND	936.00	11000000-41208	REAL ESTATE TRANSFER TAX	STAMP 33423	
STAMP 33446, 25W510 GENEVA RD-REFUND	25.00	11000000-41208	REAL ESTATE TRANSFER TAX	STAMP 33446	
	961.00				
REFUNDS W&S FINALS					
	7.08	04-12110	ACCOUNT RECEIV WATER & SEWER	01669-20300	
	7.25	04-12110	ACCOUNT RECEIV WATER & SEWER	01667-20344	
	19.81	04-12110	ACCOUNT RECEIV WATER & SEWER	01666-14724	
	27.46	04-12110	ACCOUNT RECEIV WATER & SEWER	01665-12481	
	28.31	04-12110	ACCOUNT RECEIV WATER & SEWER	01668-14459	
	28.70	04-12110	ACCOUNT RECEIV WATER & SEWER	01670-14601	
	30.47	04-12110	ACCOUNT RECEIV WATER & SEWER	01662-21151	
	32.22	04-12110	ACCOUNT RECEIV WATER & SEWER	01664-16709	
	170.00	04-12110	ACCOUNT RECEIV WATER & SEWER	01661-13554	
	203.25	04-12110	ACCOUNT RECEIV WATER & SEWER	01663-12817	
	554.55				
REMPE-SHARPE & ASSOCIATES INC					
PHASE II-MORTON RD, APR 2022, PO-462664 FIN	3,247.47	11740000-55486	ROADWAY CAPITAL IMPROVEMEN	28420	
	3,247.47				
RUSH TRUCK CENTERS					
AP AIR FILTER	170.05	01696200-53354	PARTS PURCHASED	3027411527	
AP HEADLIGHT BUCKET	151.41	01696200-53354	PARTS PURCHASED	3027474702	
AP MUFFLER	281.06	01696200-53354	PARTS PURCHASED	3027478760	
	602.52				

**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>
SCANLON EXCAVATING AND CONCRETE INC					
DRAINAGE IMPROVEMENT PO.462-661 FINAL	9,129.64	11-21439	RETAINAGE - SCANLON EXCAVAT	22-171	
	<u>9,129.64</u>				
THE BOARD OF TRUSTEES OF THE UNIV OF ILL					
LAB TESTING	80.00	01662300-53317	OPERATING SUPPLIES	H1019 2021-236	
LAB TESTING	105.00	01662300-53317	OPERATING SUPPLIES	H1019 2021-237	
LAB TESTING	180.00	01662300-53317	OPERATING SUPPLIES	H1019 2021-176	
LAB TESTING	180.00	01662300-53317	OPERATING SUPPLIES	H1019 2021-220	
LAB TESTING	180.00	01662300-53317	OPERATING SUPPLIES	H1019 2021-226	
LAB TESTING	180.00	01662300-53317	OPERATING SUPPLIES	H1019 2021-230	
LAB TESTING	180.00	01662300-53317	OPERATING SUPPLIES	H1019 2021-241	
LAB TESTING	180.00	01662300-53317	OPERATING SUPPLIES	H1019 2021-242	
LAB TESTING	180.00	01662300-53317	OPERATING SUPPLIES	H1019 2021-248	
	<u>1,445.00</u>				
TIC TANK INDUSTRY CONSULTANTS					
ANTENNA REV-LIES RD WATER STORAGE TANK	3,470.13	04200100-52253	CONSULTANT	40642	
	<u>3,470.13</u>				
TRANSYSTEMS CORPORATION					
LIES RD-BIKE PATH PHASE II PO-462609	2,846.73	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	16-3852906	
FAIR OAKS SAFETY IMPROVE 04/16-05/13/22 PO	1,820.88	06320000-54469	REBUILD ILLINOIS BOND	12-3848984	
SOUTHWEST BIKE PATH-PHASE II PO-462659, PA	27,510.45	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	07-3852912	
	<u>32,178.06</u>				
TRI RIVER POLICE TRAINING REGION, INC					
MEMBERSHIP 07/01/22-06/30/23	6,500.00	01660100-52223	TRAINING	5067	
	<u>6,500.00</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on JUNE 06,2022**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
U S POSTMASTER					
POSTAGE WATER BILLS-MAY 2022	2,358.39	04103100-52229	POSTAGE	1529 05/27/22	
POSTAGE WATER BILLS-MAY 2022	2,358.39	04203100-52229	POSTAGE	1529 05/27/22	
	<u>4,716.78</u>				
ULTRA STROBE COMMUNICATIONS, INC					
UPFIT-2020 EQUINOX	1,575.00	01662700-52244	MAINTENANCE & REPAIR	081132	
UPFIT-2020 EQUINOX	3,072.03	01662700-53350	SMALL EQUIPMENT EXPENSE	081132	
	<u>4,647.03</u>				
UNITED SYSTEMS & SOFTWARE, INC					
AMR WHIPS	307.97	04201400-53333	NEW METERS	90830	
	<u>307.97</u>				

**Village of Carol Stream
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For Village Board Approval on JUNE 06,2022**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
VERIZON WIRELESS					
CELL PHONES 04/14-05/13/22	36.01	02385200-52230	TELEPHONE	9906491635 05/13/22	
CELL PHONES 04/14-05/13/22	38.01	01652800-52230	TELEPHONE	9906491635 05/13/22	
CELL PHONES 04/14-05/13/22	42.32	01610100-52230	TELEPHONE	9906491635 05/13/22	
CELL PHONES 04/14-05/13/22	42.32	01640100-52230	TELEPHONE	9906491635 05/13/22	
CELL PHONES 04/14-05/13/22	42.32	01643700-52230	TELEPHONE	9906491635 05/13/22	
CELL PHONES 04/14-05/13/22	44.72	01662700-52230	TELEPHONE	9906491635 05/13/22	
CELL PHONES 04/14-05/13/22	80.33	01600000-52230	TELEPHONE	9906491635 05/13/22	
CELL PHONES 04/14-05/13/22	80.35	01696200-52230	TELEPHONE	9906491635 05/13/22	
CELL PHONES 04/14-05/13/22	84.64	01680000-52230	TELEPHONE	9906491635 05/13/22	
CELL PHONES 04/14-05/13/22	129.31	01643700-52230	TELEPHONE	9906491635 05/13/22	
CELL PHONES 04/14-05/13/22	137.22	01590000-52230	TELEPHONE	9906491635 05/13/22	
CELL PHONES 04/14-05/13/22	205.87	04100100-52230	TELEPHONE	9906491635 05/13/22	
CELL PHONES 04/14-05/13/22	249.61	01620100-52230	TELEPHONE	9906491635 05/13/22	
CELL PHONES 04/14-05/13/22	358.26	01652800-52230	TELEPHONE	9906491635 05/13/22	
CELL PHONES 04/14-05/13/22	548.51	04200100-52230	TELEPHONE	9906491635 05/13/22	
CELL PHONES 04/14-05/13/22	556.00	01670100-52230	TELEPHONE	9906491635 05/13/22	
CELL PHONES 04/14-05/13/22	2,187.00	01652800-52255	SOFTWARE MAINTENANCE	9906491635 05/13/22	
CELL PHONES 04/14-05/13/22	2,930.60	01662700-52230	TELEPHONE	9906491635 05/13/22	
	7,793.40				
VIRTRA INC					
TRAINING SIMULATOR 01/21/22-01/20/23	2,282.19	01660100-52223	TRAINING	211672	
	2,282.19				

**Village of Carol Stream
Schedule of Bills
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WEX BANK					
FUEL 03/31/22	-284.63	01000000-47407	MISCELLANEOUS REVENUE	79940121 03/31/22	
FUEL 03/31/22	65.93	01680000-53313	AUTO GAS & OIL	79940121 03/31/22	
FUEL 03/31/22	142.73	01640100-53313	AUTO GAS & OIL	79940121 03/31/22	
FUEL 03/31/22	162.52	04200100-53313	AUTO GAS & OIL	79940121 03/31/22	
FUEL 03/31/22	318.00	01620100-53313	AUTO GAS & OIL	79940121 03/31/22	
FUEL 03/31/22	418.24	01670100-53313	AUTO GAS & OIL	79940121 03/31/22	
FUEL 03/31/22	418.24	01670300-53313	AUTO GAS & OIL	79940121 03/31/22	
FUEL 03/31/22	522.80	01670600-53313	AUTO GAS & OIL	79940121 03/31/22	
FUEL 03/31/22	522.80	01670700-53313	AUTO GAS & OIL	79940121 03/31/22	
FUEL 03/31/22	627.36	01670500-53313	AUTO GAS & OIL	79940121 03/31/22	
FUEL 03/31/22	888.76	01670400-53313	AUTO GAS & OIL	79940121 03/31/22	
FUEL 03/31/22	1,137.64	04201400-53313	AUTO GAS & OIL	79940121 03/31/22	
FUEL 03/31/22	1,829.80	01670200-53313	AUTO GAS & OIL	79940121 03/31/22	
FUEL 03/31/22	1,950.25	04201600-53313	AUTO GAS & OIL	79940121 03/31/22	
FUEL 03/31/22	1,985.96	04101500-53313	AUTO GAS & OIL	79940121 03/31/22	
FUEL 03/31/22	17,465.77	01662700-53313	AUTO GAS & OIL	79940121 03/31/22	
	28,172.17				
WHEATON BANK AND TRUST					
WHEATON BANK FEES-APR 2022	277.20	04103100-52256	BANKING SERVICES	7509063 APR-2022	
WHEATON BANK FEES-APR 2022	277.20	04203100-52256	BANKING SERVICES	7509063 APR-2022	
WHEATON BANK FEES-APR 2022	1,108.23	01610100-52256	BANKING SERVICES	7509063 APR-2022	
	1,662.63				
GRAND TOTAL	\$1,458,045.71				

The preceding list of bills payable totaling \$ 1,458,045.71 was reviewed and approved for payment.

Approved by:



Bob Mellor –Village Manager

Date: 6/3/22

Authorized by:

Frank Saverino Sr-Mayor

Julia Schwarze- Village Clerk

**ADDENDUM WARRANTS
MAY 17, 2022 Thru JUNE 6, 2022**

Fund	Check #	Vendor	Description	Amount
General	A C H	Wheaton Bank & Trust	Payroll May 2, 2022 thru May 15, 2022	629,344.22
Water & Sewer	A C H	Wheaton Bank & Trust	Payroll May 2, 2022 thru May 15, 2022	60,179.39
General	A C H	Wheaton Bank & Trust	Payroll May 16, 2022 thru May 29, 2022	639,262.26
Water & Sewer	A C H	Wheaton Bank & Trust	Payroll May 16, 2022 thru May 29, 2022	57,656.18
				<u>1,386,442.05</u>

Approved this _____ day of _____, 2022

By: _____
Frank Saverino Sr-Mayor

Julia Schwarze - Village Clerk