

# *Village of Carol Stream*

## **BOARD MEETING AGENDA SEPTEMBER 8, 2015 7:30 P.M.**

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

### **A. ROLL CALL AND PLEDGE OF ALLEGIANCE:**

### **B. MINUTES:**

1. Approval of Minutes of the August 17, 2015 Special Workshop Meeting.
2. Approval of Minutes of the August 17, 2015 Village Board Meeting.

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

1. Year of the Volunteer Spotlight: Frank Parisi, Carol Stream Parks Foundation.
2. Proclamation Designating September 14<sup>th</sup>-18<sup>th</sup>, 2015 Chamber of Commerce Week.
3. Proclamation Designating September 2015 National Preparedness Month.
4. Resolution No. 2823 Recognizing Doug Newlin on Twenty-Five Years of Employment with the Village of Carol Stream.
5. Addresses from Audience (3 Minutes).

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

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

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

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

#### 1. PLAN COMMISSION:

- a. #15169 – Mercedes Benz USA, LLC – 100 Mercedes Drive  
*Zoning Code Variation – Landbanked Parking*

**RECOMMENDED APPROVAL SUBJECT TO CONDITIONS 6-0**

# Village of Carol Stream

## BOARD MEETING

### AGENDA

SEPTEMBER 8, 2015

7:30 P.M.

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

*Variation to allow required off-street parking spaces to be landbanked as greenspace in the I Industrial District in association with the proposed 84,000 square foot building expansion project.*

*Final Plat of Consolidation*

**RECOMMENDED APPROVAL SUBJECT TO CONDITIONS 6-0**

*Final Plat of Consolidation to create a single lot from the two separate lots currently owned by Mercedes Benz USA, LLC, on the south side of Mercedes Drive, to allow for the proposed 84,000 square foot building expansion project.*

- b. #15210 – Blackhawk Corrugated – 700 Kimberly Drive

*Special Use Permit – Outdoor Activities and Operations*

**RECOMMENDED APPROVAL SUBJECT TO CONDITIONS 6-0**

*Special Use Permit to allow for the outdoor installation of a 49 foot, 5 and 7/8<sup>th</sup> inch tall corn starch storage silo in the Industrial District.*

**G. OLD BUSINESS:**

**H. STAFF REPORTS AND RECOMMENDATIONS:**

1. Phase I Engineering Contract – Lies Road Bike Trail Extension-Gary Avenue to Schmale Road. *Staff recommends the Phase I Preliminary Engineering Services contract be awarded to TranSystems Corporation in the amount of \$99,730.18, contingent on IDOT review and approval.*
2. Phase I Engineering Contract – Carol Stream – Bloomingdale Bike Trail-Kuhn Road from Lies Road to Army Trail Road. *Staff recommends the Phase I Preliminary Engineering Services contract be awarded to TranSystems Corporation in the amount of \$72,561.17, contingent on IDOT review and approval.*

# *Village of Carol Stream*

## **BOARD MEETING**

### **AGENDA**

**SEPTEMBER 8, 2015**

**7:30 P.M.**

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

3. Award of Contract – 2015 Crackfilling Contract. *Staff recommends award of the contract to Denler Inc., Mokena, IL in an amount not to exceed \$108,680.00.*
4. Award of Contract – 2015 Pavement Patching Contract. *Staff recommends award of the contract to Brothers Asphalt Paving, Addison, IL in an amount not to exceed \$93,058.00.*
5. 2014 Flexible Pavement Project-Final Payment and Acceptance. *Staff recommends the Indemnification and Hold Harmless Agreement be signed by the Village Manager, approval of final payment in the amount of \$6,336.00 be made to Arrow Road Construction Company and acceptance of the public improvements for the 2014 Flexible Pavement Project.*
6. 2015 Drainage Improvements Project – Reject All Bids. *Staff recommends rejecting the bid with ALamp due to the significant overage and holding off to do a larger project next construction season.*
7. Lies Road at Kuhn Road Traffic Signal – Intergovernmental Agreement between the County of DuPage and the Village of Carol Stream for Future Maintenance/Energy Responsibilities. *Staff recommends approval of the Intergovernmental Agreement with regard to the Lies Road at Kuhn Road Traffic Signal.*
8. Award of Contract with Applied Ecological Services for Landscape Services. *Staff recommends awarding a contract to Applied Ecological Services for installation and maintenance of Pollinator Mix for a total cost of \$11,645.00.*

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

1. Ordinance No. \_\_\_\_ Approving a Variation to allow for Landbanking of Required Parking Spaces in the I Industrial District (Mercedes Benz USA, LLC-100 Mercedes Drive). *Staff recommends approval of a Variation to allow for Landbanking of Required Parking Spaces in the I Industrial District. See F-1-a.*

# Village of Carol Stream

## BOARD MEETING

### AGENDA

SEPTEMBER 8, 2015

7:30 P.M.

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

2. Ordinance No. \_\_\_\_ Approving a Special Use Permit to allow Outdoor Activities and Operations (Storage Silo) in the I Industrial Zoning District (Blackhawk Corrugated, 700 Kimberly Drive). *Staff recommends approval of a Special Use Permit to allow a Storage Silo in the I Industrial Zoning District. See F-1-b.*

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

1. Resolution No. \_\_\_\_ Authorizing a Final Plat of Consolidation (Mercedes Benz USA, LLC-100 Mercedes Drive). *Staff recommends authorizing Final Plat Consolidation for Mercedes Benz USA, LLC-100 Mercedes Drive. See F-1-a.*

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

1. Humanitarian Service Project (HSP) – Raffle License Application – Request to approve and waive the raffle license fee and Manager’s Fidelity Bond. *Staff recommends approval of the waiver request for the license fee and Manager’s Fidelity Bond for a fundraiser raffle to be held at the Fox Bowl, Wheaton, IL on October 1, 2015 from 6:00 p.m. – 9:00 p.m.*
2. Safe Harbor Rescue – Raffle License Application – Request to approve and waive the raffle license fee and Manager’s Fidelity Bond. *Staff recommends approval of the waiver request for the license fee and Manager’s Fidelity Bond for a raffle to be held at the CSBarks Festival on Sunday, September 13, 2015 from 10am-4pm.*

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

1. Regular Bills: August 18, 2015 through September 8, 2015.
2. Addendum Warrants: August 18, 2015 through September 8, 2015.

# Village of Carol Stream

## BOARD MEETING AGENDA SEPTEMBER 8, 2015 7:30 P.M.

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

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

1. Mayor:
2. Trustees:
3. Clerk:
4. Treasurer's Report: Revenue/Expenditure Statements and Balance Sheet for the Month Ended July 31, 2015.

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

1. Collective Negotiating Matters.

### **O. ADJOURNMENT:**

<b>LAST ORDINANCE</b>	<b>2015-08-17</b>	<b>LAST RESOLUTION</b>	<b>2822</b>
<b>NEXT ORDINANCE</b>	<b>2015-09-18</b>	<b>NEXT RESOLUTION</b>	<b>2823</b>

# **Village of Carol Stream**

## **Special Meeting of the Village Board**

### **Discussion of Programs offered by the Conservation Foundation**

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

**August 17, 2015**

**6:30 p.m. – 7:17 p.m.**

## **Meeting Notes**

### **ATTENDANCE:**

**Mayor Frank Saverino, Sr.**  
**Trustee Dave Hennessey**  
**Trustee John LaRocca**  
**Trustee Rick Gieser**  
**Trustee Mary Frusolone**  
**Trustee Matt McCarthy**  
**Village Clerk Laura Czarnecki**

**Joseph E. Breinig, Village Manager**  
**Bob Mellor, Assistant Village Manager**  
**Chris Oakley, Asst. to the Village Manager**  
**Marc Talavera, IS Director**  
**Jim Knudsen, Director of Engineering**  
**Phil Modaff, Director of Public Works**  
**Ed Sailer, Police Chief**

The meeting was called to order at 6:30 p.m. by Mayor Frank Saverino, Sr. and the roll call read by Village Clerk Czarnecki. The result of the roll call vote was as follows:

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

Absent: Trustee Schwarze

### **Discussion of Programs offered by the Conservation Foundation**

Director of Public Works Phil Modaff introduced Jim Kleinwachter from the Conservation Foundation who spoke on the value of planting native species in landscapes. The Conservation Foundation proposed planting a pollinator meadow mix in place of sod which helps the environment, saves gas, and reduces maintenance costs. Maggie from Applied Equalogic services described the cost savings of planting native species vs. planting sod.

The Conservation Foundation Programs consisted of the following:

#### **The McDonald Farm Today**

- 60 acres in all
- 49 acres in agriculture
- Butterfly garden
- Solar panels
- Native prairie
- Organic farm
- Wind turbine
- Wetland area

## Rain Barrel Program

### Biophilia

- Describes an instinctive bond between humans and other life forms
- Explains our need for pets, houseplants, trees, birds, animal channel. . .
- Helps explain why we live and vacation along lakes, seashore and mountains. . .
- Embracing this will make us happier and healthier than suppression of this biological need

### Conservation at Work

### Conservation at Home

### Thinking Eco-Friendly

- Water Conservation
- Getting our property functioning naturally
- Wildlife attraction-food, shelter, nesting
- Less chemical/fertilizer use
- Less grass?
- Soil rebuilding-healthy soil
- More Oak trees!

### Plants are not Décor!

- The energy that flows through our ecosystems is obtained from the sun.
- Plants convert sun to usable energy. . . .

### Landscape as if life depended on it. . . .

- Landscape ecology is the science of studying and improving relationships between urban development and ecological processes in the environment and particular ecosystems

### Deep-Rooted Species

### The Benefits of Trees

- Trees increase property values  
Homes are worth 4% to 15% more and sell faster than homes without trees.
- Trees conserve energy  
Three trees strategically placed around a home can reduce air conditioning needs by up to 50%.  
By reducing the amount of electricity for the air conditioner, we can reduce carbon dioxide and other pollution from power plants.
- Trees reduce stormwater runoff and reduce water pollution  
Trees reduce runoff by breaking rainfall, allowing the water to flow across the leaves and branches to the tree trunk and into the ground where it is absorbed by the tree's roots. When mulched, the trees act like a sponge to absorb the water.
- Trees protect us from the sun  
Ultraviolet light, from the sun, can reduce UV exposure by 50 percent, thus providing protection to adults and children.
- Trees cool your community

Through the release of water vapor into the air through their leaves and the effect of their shade on buildings and pavement, a shade tree can reduce the surrounding air temperature by 10 to 15 degrees. This cooling effect reduces the "heat island effect" that contributes to global warming.

- Trees provide food and shelter for wildlife

In the past 40 years, half of the songbird species have disappeared. Birds, bees and other wildlife depend on trees for their food supply and shelter.

- Trees provide oxygen and remove air pollutants

In one year, an acre of mature trees can provide enough oxygen for 18 people. They also remove carbon dioxide, sulfur dioxide, and other pollutants and fine particles from the air.

### The real value of Trees

- Trees shade and cool our homes
- Provide shelter and food for many
- Pleasing to look at/Desirable for resale
- Lowers crime in tree lined streets
- Adds oxygen to air
- Native trees feed birds and butterflies!

### Oaks-Number 1 for wildlife

- Oak trees support an astounding 543 species of Lepidoptera (i.e., moths and butterflies).
- 60 species of birds feast on the insect life.
- Blue jays, flickers, turkeys, squirrels, deer, mice and more rely on acorns.
- One blue jay can bury up to 4,500 acorns each fall – and recovers 1 in 4.

### Quercus – Oaks

- 60+ species, including brown thrasher, blue jay, nuthatches, woodpeckers, and titmouse
- Acorns; insects; shelter; nesting
- White Oak – state tree – Quercus Alba
- One of the hardest wood types

### Meadow Mix – Grass Replacement Product

### Low Profile, Colorful, Low Maintenance, Sustainable-and ½ cost of turf grass

### The Dollars and Sense?

- Americans spend 40 Billion dollars yearly on grass care – 20 Million Acres!
- Largest crop-covering USA
- Lawnmowers account for over 5% of the total air pollution
- Watering of lawns account for 30% of the total water use

### Bio swale = Functional ditch. . . . .

### Stabilization

- Turf Grass Shoreline
- Native Shoreline

### Trails and waterways great places to improve habitat



The Conservation Foundation Tree Sale will take place on October 3, 2015 and can be viewed at [www.conservationfoundation.org](http://www.conservationfoundation.org).

There being no further business, Trustee McCarthy moved and Trustee Frusolone made the second to adjourn the Special Board meeting. The meeting was adjourned unanimously at 7:17 p.m.

FOR THE BOARD OF TRUSTEES

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Frank Saverino, Sr., Mayor

ATTEST:

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Laura Czarnecki, Village Clerk

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

**August 17, 2015**

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

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

Absent: Trustee Greg Schwarze

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

\*All persons physically present at meeting unless noted otherwise

Mayor Frank Saverino, Sr. led those in attendance in the pledge of allegiance.

**MINUTES:**

*Trustee Frusolone moved and Trustee LaRocca made the second to approve the Minutes of the August 3, 2015 regular Board Meeting of the Village Board. The results of the roll call vote were as follows:*

*Ayes: 3 Trustees LaRocca, Gieser and Frusolone*

*Abstain: 2 Trustees Hennessey and McCarthy*

*Absent: 1 Trustee Schwarze*

*The motion passed.*

**LISTENING POST:**

1. Resolution No. 2821 Honoring David O'Brien upon his Retirement from the Village of Carol Stream Police Department. *Resolution read by Mayor Saverino.*

*Trustee McCarthy moved and Trustee Frusolone made the second to approve Resolution No. 2821, Honoring David O'Brien upon his Retirement from the Village of Carol Stream Police Department. The results of the roll call vote were as follows:*

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

*Nays: 0*

*Absent: 1 Trustee Schwarze*

*The motion passed.*

2. Year of the Volunteer Spotlight: Bob Macht, Community Emergency Response Team (CERT). *Bob Macht described the volunteer efforts of CERT.*

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

**PUBLIC HEARINGS:**

**CONSENT AGENDA:**

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

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

*Nays: 0*

*Absent: 1 Trustee Schwarze*

*The motion passed.*

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

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

*Nays:* 0

*Absent:* 1 *Trustee Schwarze*

*The motion passed.*

1. #15173, McDonald's USA LLC-1335 County Farm Road-Amendment to Special Use Permit-Dual Lane Drive Through-Zoning Code Variation-Reduce Number of Off-Street Parking Spaces.
2. Purchase of 150 Trees for Fall Parkway Planting Program.
3. Purchase of 92 LED Street Lights.
4. Proposal for the Purchase and Installation of Salt Spreader Control Units.
5. Proposal for Contractual Information System Department Staffing with Sierra ITS in the amount of \$53,173.
6. Proposal to Purchase Computer Data Storage Equipment for the Village's Information Systems Function.
7. Ordinance No. 2015-08-17 Approving an Amendment to a Special Use Permit to allow for a dual-lane drive-through at a restaurant and a variation to reduce the required number of off-street parking spaces in the B-3 Service District.
8. Town Center Use and Amplification Permit Fee Waiver Request for the 'Step for Hope' 5K Run/Walk Fundraiser for the Brain Aneurysm Foundation.
9. Request for a Temporary Waiver to the Code of Ordinances to allow Temporary Promotional Signage and a Temporary Sign Permit Fee Waiver for the 'Step for Hope' 5K Run/Walk Fundraiser for the Brain Aneurysm Foundation.
10. Request from the Carol Stream Park District for Temporary Lighting for Youth Football from 6-9 p.m. from August 31<sup>st</sup> thru November.
11. Payment of Regular and Addendum Warrant of Bills.
12. Treasurer's Report for the month ended June 30, 2015.

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

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

*Nays:* 0

*Absent:* 1 *Trustee Schwarze*

*The motion passed.*

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

**#15173, McDonald's USA LLC-1335 County Farm Road-Amendment to Special Use Permit-Dual Lane Drive Through-Zoning Code Variation-Reduce Number of Off Street Parking Spaces:**

*The Village Board concurred with Plan Commission recommendations to allow for the conversion of an existing single-lane drive-through to a dual-lane drive-through and to reduce the required number of off-street parking spaces from 62 to 53 in the B-3 Service District.*

**Purchase of 150 Trees for Fall Parkway Planting Program:**

*The Village Board approved the purchase of 150 trees under the Agreement with St. Aubin Nursery for the fall parkway planting program in the amount of \$25,500.*

**Purchase of 92 LED Street Lights:**

*The Village Board approved the purchase of LED street lights from Evergreen Supply Company in the amount of \$28,520.*

**Proposal for the Purchase and Installation of Salt Spreader Control Units:**

*The Village Board approved the purchase of 4 salt spreader control units from Henderson Truck Equipment in the amount of \$23,800.*

**Proposal for Contractual Information System Department Staffing with Sierra ITS:**

*The Village Board approved a Contract with Sierra ITS for Information System staffing services in an amount not to exceed \$53,173.*

**Proposal to Purchase Computer Data Storage Equipment for the Village's Information Systems Function:**

*The Village Board approved a proposal to purchase replacement Storage Area Network (SAN) equipment from MNJ Technologies for \$46,069.*

**Ordinance No. 2015-08-17 Approving an Amendment to a Special Use Permit to allow for a dual-lane drive-through at a restaurant and a Variation to reduce the required number of off-street parking spaces in the B-3 Service District (McDonald's, 1335 County Farm Road):**

*The Village Board approved an Amendment to the Special Use Permit for a dual-lane drive-through and a Zoning Code Variation to reduce the number of off-street parking spaces.*

**Town Center Use and Amplification Permit Fee Waiver Request for the 'Step for Hope' 5K Run/Walk Fundraiser for the Brain Aneurysm Foundation:**

*The Village Board approved an Amplification Permit Fee Waiver Request for the 'Step for Hope' Fundraiser for the Brain Aneurysm Foundation.*

**Request for a Temporary Waiver to the Code of Ordinances to allow Temporary Promotional Signage and a Temporary Sign Permit Fee Waiver for the 'Step for Hope' 5K Run/Walk Fundraiser for the Brain Aneurysm Foundation:**

*The Village Board approved the temporary waiver to allow temporary promotional signage for the 'Step for Hope' 5K Run/Walk Fundraiser for the Brain Aneurysm Foundation.*

**Request from the Carol Stream Park District for Temporary Lighting for Youth Football from 6-9p.m. from August 31<sup>st</sup> thru November:**

*The Village Board approved a code waiver to allow temporary lighting in Red Hawk Park for weekday youth football practices during their 2015 season.*

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

*The Village Board approved payment of the Regular Bills dated August 17, 2015 in the amount \$686,468.27. The Village Board approved the payment of the Addendum Warrant of Bills from August 4, 2015 thru August 17, 2015 in the amount of \$496,206.07.*

**Treasurer's Report:**

*The Village Board received the Revenue/Expenditure Statements and Balance Sheet for the Month Ended June 30, 2015.*

**Non Consent Agenda**

**Resolution No. 2822 Authorizing Village Staff to submit review comments on the preliminary Digital Flood Insurance Rate Map and Flood Insurance Study to the Illinois State Water Survey:**

*Trustee Hennessey requested this item be removed from the consent agenda. The Village Board approved Resolution No. 2822 Authorizing Village Staff to submit review comments to the Illinois State Water Survey on the preliminary Digital Flood Insurance Rate Maps and the Flood Insurance Study.*

*Trustee Frusolone moved and Trustee LaRocca made the second to approve this item. The results of the roll call vote were as follows:*

<i>Ayes:</i>	<i>4</i>	<i>Trustees LaRocca, Gieser, Frusolone and McCarthy</i>
<i>Abstain:</i>	<i>1</i>	<i>Trustee Hennessey</i>
<i>Absent:</i>	<i>1</i>	<i>Trustee Schwarze</i>

## **Report of Officers:**

*Trustee LaRocca congratulated David O'Brien on his retirement. He directed residents to the Conservation Foundation website at [www.conservationfoundation.org](http://www.conservationfoundation.org) to view the benefits of planting prairie plants instead of grass. Trustee LaRocca stated he is a big proponent of this practice.*

*Trustee Gieser congratulated David O'Brien on his retirement. Tonight's Conservation Foundation presentation will be aired on Cable TV. The final two concerts of the year are this Wednesday and Thursday. Carol Stream Historical Society Family Days at the Farm House is on September 12<sup>th</sup>. The Shape of Carol Stream Town Hall meeting will be at the Village Hall and can also be viewed live on Cable TV on September 30<sup>th</sup>.*

*Trustee Hennessey apologized for not being at the last Village Board meeting as he was on vacation. As a teacher he welcomed all students back to school. Drivers please watch out for students walking about. He encouraged everyone to please come out to cheer on the Glenbard North High School football team.*

*Trustee Frusolone stated, regarding the Conservation Foundation tree sale, trees can be pre-ordered and picked up at the Water Reclamation Center open house. Details of the sale can be found on the Village's and Conservation Foundation's websites. Trustee Frusolone congratulated Officer David O'Brien on his retirement. She thanked Bob Macht and Paul Czarnecki for their CERT presentation and she is looking forward to this year's Prairie State games and competing with the best CERT teams in the State.*

*Trustee McCarthy congratulated David O'Brien on his retirement. This is the last chance to attend a summer concert at the Town Center this week which is scheduled for Wednesday and Thursday. Motorists please watch out for students and pedestrians now that schools are back in session. The AJ LaRocca Foundation will be hosting a golf outing to benefit fire and water reclamation services on September 8<sup>th</sup>.*

*Village Clerk Czarnecki congratulated David O'Brien on his 27 years of service to the Village of Carol Stream.*

*Village Attorney Rhodes stated last week Governor Rauner signed a new Policing reform bill called the Police and Community Relations Improvement Act. The new law has 3 components: 1. Policy on the use of Police body cameras; 2. New policies and procedures for any Officer involved in a death; 3. New recording*

*requirements for certain types of Police Officer stops. The Law Enforcement Standards Board will be developing the new standards. The law is a reaction to all of the issues that have been in the news with respect to the police and their encounters with civilians and issues that have occurred with those stops.*

*Village Manager Breinig congratulated David O'Brien on his retirement. He reminded bicyclists that they must follow the same rules of the road as motorists and encouraged bicyclists to download the document from the Secretary of State's website. The Police Department will be riding the bike paths promoting rider and pedestrian safety.*

*Mayor Saverino stated Office David O'Brien will be missed. He reminded residents of the law prohibiting non-hands free phone use while driving.*

*At 8:15 p.m. Trustee McCarthy moved and Trustee Frusolone made the second to adjourn the meeting. The results of the roll call vote were as follows:*

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

*Nays: 0*

*Absent: 1 Trustee Schwarze*

*The motion passed.*

FOR THE BOARD OF TRUSTEES

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Frank Saverino, Sr., Mayor

ATTEST:

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Laura Czarnecki, Village Clerk



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

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

**August 24, 2015**

Community Development Director Donald Bastian called the Regular Meeting of the Combined Plan Commission/Zoning Board of Appeals to order at 7:00 p.m. and requested a nomination for an Acting Chairman in the absence of Chairman Christopher. Commissioner Meneghini nominated Commissioner Creighton and Commissioner Petella second the nomination it was passed by unanimous vote. Acting Chairman Creighton directed Secretary Roberta Vogel to call the roll.

The results of the roll call vote were:

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

**Absent:** Chairman Angelo Christopher.

**Also Present:** Don Bastian, Community Development Director, Roberta Vogel, Secretary and a representative from DuPage County Court Reporters.

**MINUTES:**

Commissioner Spink moved and Commissioner Parisi made the second to approve the minutes of the meeting of August 10, 2015.

The motion passed by unanimous voice vote.

**PUBLIC HEARING:**

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

The motion passed by unanimous voice vote.

**Case # 15169            Robert Foley/Mercedes Benz USA, LLC – 100 Mercedes Drive  
Variation – Landbanked Parking  
Final Plat of Subdivision**

Acting Chairman Creighton swore in the witness, Robert Foley of Dewberry Engineers Inc. 25 S. Grove Avenue, Elgin, IL 60123. Also works out of office in New Jersey at 600 Parsippany Rd. Parsippany, NJ.

Mr. Foley explained the size of the existing building and the proposed addition. Mr. Foley states the need for the expansion and indicates the staffing will increase by 10 employees. Mr. Foley indicates the need to combine the two lots for the expansion as it crosses over the lot line; he also states the architectural design theme of the expansion will match the theme of the existing building. Mr. Foley states the combined lot size of 37.9 acers, explains the truck traffic growth from 15 to 21 in the 5 year period. He refers to parking exhibit A and explains that the existing need and future need for parking will not change so they are asking to landbank 120 spaces in the eastern portion of the undeveloped lot for future parking if or when needed. He explains the storm water situation and indicates they will construct a Storm Water management facility at the southeast corner of the property with some re-grading of the land area on the west side creating a swale channel to direct water into the new basin. He states they are still working on

details with the engineering staff but the intent is that it will meet current regulations environmentally. They are also proposing a limited amount of landscaping directly in front of the new addition along Mercedes Drive to enhance the area as well.

Acting Chairman Creighton asks for any questions from the audience. No questions.

Acting Chairman Creighton asks Mr. Bastian for the staff report.

Mr. Bastian states the applicant is requesting a variation in accordance with §16-13-2(G) of the Carol Stream Zoning Code to allow for the landbanking of required parking spaces in the I Industrial District, and a Final Plat of Subdivision in accordance with §7-2-6 of the Carol Stream Subdivision Code to allow two lots to be consolidated into a single lot. Mr. Bastian points out the background of landbanked parking, states that with the expansion of the building the code would require 234 parking spaces with the 115 spaces they plan to have in the lot in front of existing building and the 120 space landbanked lot to the east of the building they would be able to provide the number of space required by the Zoning Code. Staff has visited the site several times and does not foresee a problem with parking, if in the future we feel more parking is needed they would need to construct more parking as noted in the conditions. The second part of the request is a Plat of Subdivision it is essentially a Plat of Consolidation, Mercedes subdivided the lot into two lots 10-12 years prior and now is looking to combine them again. The staff finds the Plat acceptable subject to minor corrections to the certificates and easements. Staff recommends approval of the Variation and the Plat of Subdivision subject the conditions in the staff report.

Acting Chairman Creighton asks the Plan Commission for any questions.

Commissioner Tucek, no questions.

Commissioner Meneghini, no questions at this time.

Commissioner Spink, no questions.

Commissioner Petella, no questions

Commissioner Parisi asked a technical question regarding flooding issues in Carol Stream and asks about the detention basin capacity for the landbanked area if it needs to be constructed.

Mr. Foley states they did and states that this project has taken a year of design gestation to get here. Originally Mercedes was looking to do a much more comprehensive multi use development campus type facility which required a PUD Application. The easterly portion of the lot was originally designed to accommodate another building and parking, so the storm water for this site originally was designed for all of those structures so when it became the expansion only we still needed a considerable amount of volume and we reran calculations and kept the original storm water design so it does take into account the construction of the landbanked parking should that need to be constructed.

Acting Chairman Creighton asks about the striping of the lot.

Mr. Foley states we are proposing the striping to be in accordance with Village Code striping per the detail.

Commissioner Meneghini moved and Commissioner Spink made the second to approve the request.

The results of the roll call vote were:

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

Nays: 0

Abstain: 0

Absent: 1 Chairman Christopher

Mr. Bastian reminded the applicant that this request will go before the Village Board on Monday, September 8, 2015 at 7:30 PM for final approval.

**Case # 15210 Lineworks Ltd./Blackhawk Corrugated LLC, 700 Kimberly Drive  
Special Use Permit – Outdoor Activities and Operations**

Acting Chairman Creighton swore in the witness, Walter Dohrmann of Lineworks, 3501 Woodhead Drive, Northbrook IL.

Mr. Dohrmann states Blackhawk Corrugated is taking over the building at 700 Kimberly Drive and manufactures corrugated boxes. The process of making the corrugated cardboard requires a cornstarch based slurry that is used as an adhesive and in order to do this a silo is needed to store the cornstarch. Mr. Dohrmann explains the size of the silo being 50' in height and 12' in diameter located in the southeast corner of the building 10' off the building. Mr. Dohrmann states the silo is proposed to be white steel, explains the filling procedure and the process for getting the cornstarch into the building through pipes, and also agrees to partial screening of the 50' silo with evergreens.

Acting Chairman Creighton asked for any audience questions. No audience questions.

Acting Chairman Creighton asked Don Bastian for the Staff Report.

Mr. Bastian states late in 2014, Toronto-based Atlantic Packaging Products and StandFast Packaging of Addison, Illinois, entered into a joint venture arrangement to establish and operate a corrugated sheet feeding operation within the existing 366,000 square foot building at 700 Kimberly Drive. The new business, Blackhawk Corrugated, represents a \$40 million total investment in the building and property. One of Blackhawk's product lines at this facility is corrugated shipping containers, and a corn starch-based adhesive, mixed on-premises, is used in the manufacturing process. Blackhawk Corrugated would like to install an outdoor silo to allow for the storage of the corn starch that is used in manufacturing the adhesive. Mr. Bastian states the applicant is requesting a Special Use Permit in accordance with Section 16-10-2(B)(14) of the Carol Stream Zoning Code to allow for the outdoor installation of a storage silo. Mr. Bastian explains the storage of the silo, the filling and processing procedure of the cornstarch, he states that for the Special Use Permits in the industrial locations the primary goal is to try to accomplish screening, Blackhawk Corrugated will paint it white to blend in with the building and install the silo 180' back from Kimberly Drive. He explains the constraints that limit the locations of the silo on the property. The rail spur behind the property will be used for the rolled paper delivery so putting the silo in this location is not an option, the fire lane on the outside of the building needs to be maintained so the silo cannot be installed along the south wall of the building, the silo also needs to be relatively close to the interior processing location as well, so where the silo location shown is the optimal spot for the business. Staff is not under the impression that the screening is going to hide the 50' silo but will enhance the area and screen the piping from the silo to the building. Mr. Bastian points out the approval of other Special Uses where complete screening has not been possible. Mr. Bastian states the staff is in position to recommend approval of the Special Use subject to the conditions in the staff report.

Acting Chairman Creighton asked for questions from the Plan Commissioners.

Commissioner Parisi, no questions.

Commissioner Petella asks about the need for state, county or local fire district review due to the flammability of the cornstarch, to review the silo.

Mr. Bastian states that the permit has not been applied for yet and the fire code will be complied with.

Commissioner Petella asks if the Fire District has to do a review.

Mr. Bastian states yes.

Commissioner Petella asks if it's a common practice that Fire District review a permit like this.

Mr. Bastian states yes.

Commissioner Petella asks did you consider some sort of parapet wall around it to protect the pipes from ant sort of damage.

Mr. Dohrmann states he doesn't feel it's necessary.

Commissioner Spink asks about the foundation of the silo.

Mr. Dohrmann states it will sit on a 12' diameter foundation.

Commissioner Meneghini asks about the new business Blackhawk Corrugated as a result of a joint venture and asks about employee count and how many shifts.

Mr. Dohrmann states about 200 and three shifts.

Commissioner Tucek, no questions.

Acting Chairman Creighton asks about the maintenance of the silo, will there be a schedule and if there is any experience with this type of silo.

Mr. Dohrmann states there is no maintenance scheduled at this time and states that every five to seven years it will need to be painted.

Commissioner Petella made the motion to recommend approval and Commissioner Meneghini made the second to approve the request.

The results of the roll call vote were:

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

Nays: 0

Abstain: 0

Absent: 1      Chairman Christopher

Donald Bastian reminded the applicant that this request will go before the Village Board on Monday, September 8, 2015 at 7:30 PM for final approval.

Commissioner Spink moved and Commissioner Parisi made the second to close the Public Hearing.

The motion passed by unanimous vote.

**NEW BUSINESS:**

Commissioner Meneghini moved and Commissioner Spink made the second to cancel the meeting for September 14, 2015.

The motion passed by unanimous vote.

Mr. Bastian states he received a phone call from Chairman Christopher and he will be unable to attend any meetings due to work related commitments until November, we will continue to ask for a nomination for an Acting Chairperson at each meeting.

Mr. Bastian also mentioned that Commissioner Parisi will be speaking at the next Village Board meeting on September 8, 2015 representing the Carol Stream Parks Foundation.

**ADJOURNMENT:**

At 7:35 p.m. Commissioner Spink moved and Commissioner Tucek made the second to adjourn the meeting.

The motion passed by unanimous vote.

FOR THE COMBINED BOARD

Recorded and transcribed by,

\_\_\_\_\_  
Roberta Vogel  
Community Development Secretary

Minutes approved by Plan Commission on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Chairman

**PROCLAMATION**

**Designating September 14<sup>th</sup> - 18<sup>th</sup> 2015 Chamber of Commerce Week**

WHEREAS, the Carol Stream Chamber works with the businesses, merchants, and industry to advance the civic, economic, industrial, professional and cultural life of the Village of Carol Stream; and

WHEREAS, chambers of commerce have contributed to the civic and economic life of Illinois for 177 years since the founding of the Galena Chamber of Commerce in 1838; and

WHEREAS, this year marks the 96<sup>th</sup> anniversary of the founding of the Illinois Chamber of Commerce, the state's leading broad-based business organization; and

WHEREAS, the Chamber of Commerce and its members provide citizens with a strong business environment that increases employment, the retail trade and commerce, and industrial growth in order to make the Village of Carol Stream a better place to live; and

WHEREAS, the Chamber of Commerce encourages the growth of existing industries, services, and commercial firms and encourages new firms and individuals to locate in the Village of Carol Stream; and

WHEREAS, the State of Illinois is the home to international chambers of commerce, the Great Lakes Region Office of the U.S. Chamber of Commerce, the Illinois Chamber of Commerce and more than 400 local chambers of commerce; and

WHEREAS, this year marks the 100<sup>th</sup> anniversary of the Illinois Association of Chamber of Commerce Executives, a career development organization for the chamber professionals.

NOW THEREFORE I, Mayor Frank Saverino, & the Carol Stream Board of Trustees, DuPage County, Illinois does hereby proclaim

**September 14<sup>th</sup> -18<sup>th</sup> 2015 as Chamber of Commerce Week**

in Carol Stream and call upon its significance to our residents and business community.

**PASSED AND APPROVED THIS 8<sup>TH</sup> DAY OF SEPTEMBER 2015.**

SIGNED:

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

ATTEST:

\_\_\_\_\_  
Laura Czarnecki, Village Clerk

## PROCLAMATION

AGENDA ITEM  
C-3 9-8-15

### Designating September 2015 National Preparedness Month

WHEREAS, 'National Preparedness Month' is a time when Americans of all walks of life and our nation's businesses are encouraged to take time to assess the readiness capability of their household and workplace to better respond to disasters common to their region; and

WHEREAS, the Village and Carol Stream Fire Protection District play an integral role in educating our residents and businesses about preparedness to ensure their family members and employees are safeguarded in a disaster or emergency; and

WHEREAS, a critical measure of readiness for both home and business owners is to establish and execute a plan to ensure self-sufficiency during the initial 72 hours of a disaster when an initial community damage assessment is conducted by local first responders; and

WHEREAS, the theme of this year's preparedness campaign is '**DON'T WAIT... COMMUNICATE**' whose elements are detailed our nation's disaster preparedness web portal **www.READY.gov**; and

WHEREAS, the campaign website includes countless educational resources including preparedness and response checklists, mobile apps, educational videos, communication plan templates as well as radio PSAs to assist residents and businesses enhance their current state of preparedness; and

WHEREAS, a unique preparedness opportunity available to any resident is to enroll in the 9-week Community Emergency Response Team (CERT) Academy that is held every Thursday evening beginning on October 8<sup>th</sup> at Fire Station #28.

NOW THEREFORE BE IT PROCLAIMED THAT I, Mayor Frank Saverino Sr. & the Carol Stream Board of Trustees, DuPage County, Illinois in the exercise of its home rule powers does hereby proclaim September 2015 as

### **National Preparedness Month**

in Carol Stream and encourage all residents and business owners to participate in National Preparedness month by restocking your disaster supply kit and conducting a review and subsequent drill of your home or business emergency plan.

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Frank Saverino, Sr., Mayor

ATTEST:

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Laura Czarnecki, Village Clerk

**RESOLUTION NO. 2823**

**A RESOLUTION RECOGNIZING DOUG NEWLIN ON TWENTY-FIVE YEARS OF EMPLOYMENT WITH THE VILLAGE OF CAROL STREAM**

WHEREAS, Doug Newlin was hired as a Mechanic Helper on July 26, 1990, in the Public Works Department; and

WHEREAS, Doug Newlin was promoted to Mechanic on May 11, 1994; and

WHEREAS, Doug Newlin has been responsible for keeping vehicles safe for use by employees delivering critical services, such as Police and Public Works; and

WHEREAS, Doug Newlin has volunteered to take on additional duties and responsibilities in the absence of his supervisor; and

WHEREAS, Doug Newlin has maintained an outstanding attendance record and is routinely available for emergency callouts; and

WHEREAS, Doug has volunteered to serve on, and has been a contributing member of, the Public Works Employee Safety Committee; and

WHEREAS, Doug has worked many hours and sacrificed considerable personal time in serving as a member of the snow-fighting team; and

WHEREAS, Doug has helped train and generously shared his knowledge of vehicle maintenance with several new Mechanics during his tenure; and

WHEREAS, Carol Stream is a better community as a result of the professionalism, competency, talent and dedication Doug brings to his work daily.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM**, on behalf of all the former and present elected and appointed officials and residents of Carol Stream, that:

SECTION 1: Doug Newlin is hereby recognized and commended for twenty-five years of dedicated service to the Village of Carol Stream.

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

PASSED AND APPROVED THIS 8th DAY OF SEPTEMBER, 2015.

AYES:

NAYS:

ABSENT:

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

ATTEST:

\_\_\_\_\_  
Laura Czarnecki, Village Clerk



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

**TO:** Joseph E. Breinig, Village Manager

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

**DATE:** August 31, 2015

**RE:** **Agenda Item for the Village Board meeting of September 8, 2015**  
**PC/ZBA Case 15169, Mercedes Benz USA, LLC – 100 Mercedes Drive**  
**Zoning Code Variation to Allow Landbanking of Required Parking Spaces and a**  
**Final Plat of Subdivision**

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Robert Foley of Dewberry Engineers Inc. on behalf of Mercedes Benz USA, LLC, is seeking approval of a Zoning Code Variation to allow required parking spaces to be landbanked as greenspace, and a Final Plat of Subdivision to allow two adjacent lots owned by Mercedes Benz on the south side of Mercedes Drive to be consolidated into a single lot. Mercedes Benz is planning to construct an 84,000 square foot addition to its existing 209,000 square foot Parts Distribution Center (PDC) at 100 Mercedes Drive. Based upon the proposed use of space in the expanded building, the Zoning Code would require 234 parking spaces. However, due to the low employee count at the Carol Stream PDC, and the fact that the business only operates one shift, Mercedes Benz believes that the 115 existing parking spaces will be more than sufficient to meet the projected parking demand for the foreseeable future. The applicant has prepared a site plan showing a 120-space parking lot that could be built within a greenspace area immediately to the northeast of the proposed building addition, which would provide the full number of parking spaces required by the Zoning Code if ever needed.

The Final Plat of Subdivision (*'Mercedes Benz USA, LLC Consolidation'*) would consolidate the two parcels on the south side of Mercedes Drive, both owned by Mercedes Benz, into a single lot totaling approximately 24 acres. The single lot resulting from the proposed consolidation would comply with the requirements of the I Industrial District and the Village's Subdivision Code.

The staff report presenting the requests, with supporting documentation, was transmitted to the Village Board with the Plan Commission/Zoning Board of Appeals (PC/ZBA) packet on August 21, 2015. At its meeting on August 24, 2015, by a vote of 6-0, the PC/ZBA recommended approval of the Zoning Code Variation to allow for the landbanking of 120 parking spaces, and also recommended approval of the Final Plat of Subdivision to consolidate the two lots into a single lot. The PC/ZBA recommendations were subject to the conditions contained in the August 24, 2015, staff report.


If the Village Board concurs with the PC/ZBA recommendation regarding the landbanked parking Variation, they should approve the Variation, subject to the conditions contained within the Ordinance, and adopt the necessary Ordinance. If the Village Board concurs with the PC/ZBA recommendation regarding the Plat of Subdivision, they should approve the Plat and adopt the necessary Resolution.

DTB:db

c: Robert Foley of Dewberry Engineers Inc. (via e-mail)

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

**TO:** Joseph E. Breinig, Village Manager

**FROM:** Donald T. Bastian, Community Development Director 

**DATE:** August 31, 2015

**RE:** **Agenda Item for the Village Board meeting of September 8, 2015**  
**PC/ZBA Case 15210, Blackhawk Corrugated LLC – 700 Kimberly Drive**  
**Special Use Permit – Outdoor Activities and Operations for a Storage Silo**

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Architect Walter Dohrmann of Lineworks Ltd., on behalf of Blackhawk Corrugated, is seeking approval of a Special Use Permit for outdoor activities and operations to allow for the outdoor installation of a 49 foot, 5 and 7/8<sup>th</sup> inch tall corn starch storage silo at 700 Kimberly Drive. The corn starch is a key ingredient in an adhesive used in the production of corrugated shipping containers, which are manufactured in the building. Several factors result in the silo needing to be placed at the front (southeast) corner of the building, about 180 feet from the front (Kimberly Drive) property line, which is not optimal from the standpoint of effective screening. However, the applicant has indicated that the silo will be white and will have no signage or logos, and the applicant has agreed to plant several evergreen trees near the silo to help screen the piping that leads from the silo into the building.

The staff report presenting the request, with supporting documentation, was transmitted to the Village Board with the Plan Commission/Zoning Board of Appeals (PC/ZBA) packet on August 21, 2015. At its meeting on August 24, 2015, by a vote of 6-0, the PC/ZBA recommended approval of the Special Use Permit to allow for the outdoor installation of the silo, subject to the conditions contained in the August 24, 2015, staff report.

If the Village Board concurs with the PC/ZBA recommendation regarding the Special Use Permit to allow the outdoor silo, they should approve the Special Use, subject to the conditions contained within the Ordinance, and adopt the necessary Ordinance.

DTB:db

c: Walter Dohrmann, Lineworks Ltd. (via e-mail)

*Village of Carol Stream*  
Interdepartmental Memorandum

TO: Joseph Breinig, Village Manager  
FROM: William N. Cleveland, Assistant Village Engineer *WB*  
DATE: August 28, 2015  
RE: Phase I Engineering Contract – Lies Road Bike Trail Extension –  
Gary Avenue to Schmale Road

In 2013 the Village applied for STP construction funding to extend the bike trail along Lies Road from Gary Avenue to Schmale Road. We were awarded 75% of the estimated cost of construction totaling \$385,000. Then in 2014 we were also awarded \$152,000 in ITEP funding to help pay for 80% of the costs to engineer the project.

Similar to our recently completed Kuhn Road trail and West Branch/Fair Oaks Road trail under contract, federal funding requirements necessitate that specific procedures and policies be followed in plan preparation and construction. The Village has had a long working relationship with TranSystems Corporation and they have assisted the Village in obtaining funding and successfully completed two bike trail projects and four road paving projects involving federal funding.

The proposal to complete the preliminary engineering for this project is estimated at \$99,730.18, of which the Village will pay 20%, or \$19,946, and the FHWA will pay 80% or \$79,784. Adequate funds exist within the FY16 budget to pay for the Phase I Preliminary Engineering Costs with \$20,000 in the CIP program fund.

Engineering staff therefore recommends the Phase I Preliminary Engineering Services contract be awarded to TranSystems Corporation in the amount of \$99,730.18, contingent on IDOT review and approval.

Attachment

Cc: James Knudsen, Director of Engineering Services  
Adam Frederick, Civil Engineer II  
Jon Batek, Finance Director

Local Agency Village of Carol Stream	 <b>Illinois Department of Transportation</b>  <b>Preliminary Engineering Services Agreement For Federal Participation</b>	Consultant TranSystems
County DuPage		Address 1475 E Woodfield Road, Suite 600
Section 15-00061-00-BT		City Schaumburg
Project No. TE-01D1(015)		State IL
Job No. P-91-409-15		Zip Code 60173
Contact Name/Phone/E-mail Address William Cleveland, (630) 871-6220 wcleveland@carolstream.org		Contact Name/Phone/E-mail Address David Block, (847) 407-5313 dwblock@transystems.com

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

#### Project Description

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

Description Preliminary Engineering services for construction of a bike path along Lies Road between Gary Avenue and Schmale Road. The off-street bike path will be a 3" HMA surface over 9" aggregate base and will comply with ADA design criteria. Pedestrian signal heads will be installed at traffic signals. No drainage improvements are anticipated. It is anticipated this project will be processed as a CE I submitted with a Project Development Report.

#### Agreement Provisions

##### I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.
2. To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.
3. To complete the services herein described within 450 calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
4. The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
5. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
6. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
7. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
8. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

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

## II. THE LA AGREES,

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

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

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

Specific Rate             (Pay per element)

Lump Sum                 \_\_\_\_\_

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

With Retainage

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

Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, 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 LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
4. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

## III. IT IS MUTALLY AGREED,

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

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. This AGREEMENT may be terminated by the LA 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 LA 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 LA. The LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

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

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

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

10. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LA deems appropriate.

**Agreement Summary**

Prime Consultant:	TIN Number	Agreement Amount
TranSystems	43-0839725	\$88,973.28
Sub-Consultants:	TIN Number	Agreement Amount
Huf & Huff, Inc.	36-3044842	\$10,756.90
Sub-Consultant Total:		\$10,756.90
Prime Consultant Total:		\$88,973.28
Total for all Work:		\$99,730.18

Executed by the LA:

\_\_\_\_\_  
(Municipality/Township/County)

ATTEST:

By: \_\_\_\_\_  
Clerk

By: \_\_\_\_\_  
Title: \_\_\_\_\_

(SEAL)

Executed by the ENGINEER:

ATTEST: David W. Block  
By: [Signature]  
Title: Project Manager

Todd S. Blight  
By: [Signature]  
Title: Vice President



**Exhibit A - Kuhn Road Bike Path**

Route: Lies Road Bike Path  
 Local Agency: Village of Carol Stream, DuPage County  
 (Municipality/Township/County)  
 Section: \_\_\_\_\_  
 Project: \_\_\_\_\_  
 Job No.: \_\_\_\_\_

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

Overhead Rate (OH) 145.47 %  
 Complexity Factor (R) 0.00  
 Calendar Days 450

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

**Cost Estimate of Consultant's Services in Dollars**

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
Project Coordination	Various	48.00	\$ 51.58	\$ 2,475.84	\$ 3,601.60	\$ 196.50		\$ 881.23	\$ 7,155.17
Field Survey	Various	272.00	\$ 29.67	\$ 8,070.24	\$ 11,739.78		\$ 942.50	\$ 3,009.12	\$ 23,761.63
Prelim Design Studies	Various	200.00	\$ 42.03	\$ 8,406.00	\$ 12,228.21	\$ 335.00		\$ 2,991.96	\$ 23,961.17
Environmental Studies	Various	30.00	\$ 48.47	\$ 1,454.10	\$ 2,115.28	\$ 10,946.90		\$ 517.56	\$ 15,033.84
Preferred Improvement Meetings	Various	74.00	\$ 43.23	\$ 3,199.02	\$ 4,653.61	\$ 440.00		\$ 1,138.63	\$ 9,431.27
Project Report	Various	80.00	\$ 51.48	\$ 3,603.60	\$ 5,242.16	\$ 353.50		\$ 1,282.63	\$ 10,481.89
<b>Totals</b>		<b>774.00</b>		<b>\$ 30,444.80</b>	<b>\$ 44,288.05</b>	<b>\$ 13,081.90</b>	<b>\$ 942.50</b>	<b>\$ 10,972.93</b>	<b>\$ 99,730.18</b>

Huff & Huff, Inc. (GZA) \$ 10,756.90  
 Direct Expenses \$ 2,325.00

**Exhibit B**



**Engineering Payment Report**

**Prime Consultant**

Name TranSystems  
 Address 1475 E Wdfld Rd. Suite 600  
 Telephone (847) 407-5313  
 TIN Number 43-0839725

**Project Information**

Local Agency Village of Carol Stream  
 Section Number \_\_\_\_\_  
 Project Number \_\_\_\_\_  
 Job Number \_\_\_\_\_

This form is to verify the amount paid to the Sub-consultant on the above captioned contract. Under penalty of law for perjury or falsification, the undersigned certifies that work was executed by the Sub-consultant for the amount listed below.

Sub-Consultant Name	TIN Number	Actual Payment from Prime
Huff & Huff, Inc.	36-3044842	
	Sub-Consultant Total:	
	Prime Consultant Total:	
	Total for all Work Completed:	

\_\_\_\_\_ Signature and title of Prime Consultant \_\_\_\_\_ Date

Note: The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under state and federal law. Disclosure of this information is REQUIRED and shall be deemed as concurring with the payment amount specified above.

## EXHIBIT A

### SCOPE OF ENGINEERING SERVICES

Lies Road Bike Path  
Gary Avenue to Schmale Road  
Type of Funding: ITEP Enhancement (STE)  
Existing Structure: N/A

#### Preliminary Engineering Services

Preliminary Engineering Services for the Lies Road Bike Path; a total distance of 5,300 feet (0.72 miles).

#### Phase I - Preliminary Engineering

##### 1. Project Coordination, Management and Data Collection (48 hrs)

- A. Obtain the following information from the appropriate agencies: existing roadway and bikeway plans, ridership and user data, right-of-way data, National Wetland Inventory Maps, crash reports (for the 5 most recent years), public and private utility atlases, existing vehicle and bicycle/pedestrian traffic counts, bench mark and other survey datum information. (8 hrs)
- B. Obtain aerial photography at 1"=50' scale for use in the preliminary design studies, environmental survey request, and at public meetings. (4 hrs)
- C. Summarize data collection elements in tables, exhibits, and/or maps for use throughout the duration of the project including, Project Location Map and Typical Sections. (4 hrs)
- D. Conduct site visit, perform general site survey, and take pictures of project features. Prepare log of photographs for use by project team during engineering phases. (8 hrs)
- E. Provide project administration; prepare monthly invoicing and monthly project status reports. Assume 12-month duration. (12 hrs)
- F. Provide QA/QC reviews. (12 hrs)

2. **Field Surveys (272 hrs)**

The limits of the survey extend along Lies Road between Gary Avenue and Schmale Road, a distance of 5,300 feet.

- A. Conduct topographic design survey based on the English system including the establishment of horizontal and vertical controls based on published benchmarks. The survey will include topography, cross sections along the proposed trail alignment (at 50-foot increments), utility, drainage, and trees. Additional cross sections will be conducted (as needed) at critical locations. (152 hrs)
- B. Verify existing right-of-way. Boundary lines will be shown per existing tax maps, subdivision plans and right-of-way markers found in the field. (16 hrs)
- C. Conduct a drainage survey to obtain drainage invert elevations, direction of flow, outfalls, pipe sizes, and condition and size of the structures along the curb line and in the parkways. (24 hrs)
- D. Conduct sign survey. (8 hrs)
- E. Supplemental Survey. Estimate two days. (32 hours)
- F. Download topographic survey and cross sections for use in the preliminary design studies. (4 hrs)
- G. Create project base files, digital terrain model, project design files, project centerline and stationing for use in cross section, alignment, and profile studies. Preliminary plan and profile sheets will be prepared at a scale of 1"=50'. (36 hrs)

3. **Preliminary Design Studies (200 hrs)**

- A. Establish horizontal and vertical geometrics and develop typical sections for path based on design criteria. (4 hrs)
- B. Prepare preliminary plans, profile, and working cross sections (50-foot intervals) to identify preferred alignment, trail geometrics, and right-of-way needs. (120 hrs)
- C. Conduct a cross section analysis along the trail to verify the right-of-way needs and grading limits. (40 hrs)
- D. Determine if fill in the floodplain will occur with this project. (4 hrs)
- E. Identify potential utility conflicts. (4 hrs)
- F. Evaluate intersection striping needs for the side street crossings. (4 hrs)
- G. Identify signing and pavement markings requirements. Current MUTCD, AASHTO and IDOT policies will be followed. (4 hrs)
- H. Summarize right-of-way needs, construction costs and environmental impacts (community, floodplain, wetland, and tree) (20 hrs)

**4. Environmental Studies (30 hrs)**

- A. Prepare an Environmental Survey Request Form to obtain biological resource and cultural resource reviews and signoffs for the project study limits. (8 hrs)
- B. Prepare wetland delineations, investigations, and report. (By subconsultant: Huff & Huff, Inc.)
- C. Upon completion of the wetland delineation and report, Wetland Impact Evaluation Forms will be prepared and submitted to IDOT for review and approval. A conceptual wetland mitigation compensation plan will also be prepared if necessary. (12 hrs)
- D. Submit the wetland delineation report to the Corps of Engineers for Jurisdictional Determination and permit authorization, outlining permitting requirements. (By subconsultant: Huff & Huff, Inc.)
- E. A Section 404 Permit and Joint Permit Application are not anticipated at this time. If required, it would be included as a Supplemental Service.
- F. Perform a Preliminary Environmental Site Assessment. (By subconsultant: Huff & Huff, Inc.)
- G. Summarize the environmental studies and incorporate into the Project Report. (6 hrs)
- H. Identify required permits. Pre-application meetings and permit applications will be prepared in Phase 2. (4 hrs)

**5. Preferred Improvement Plan (74 hrs)**

- A. Based on design studies, environmental studies, and public input, prepare the Preferred Improvement Plan for the path meeting Village and IDOT requirements. Develop the Preferred Improvement Plan on topographic survey mapping. (58 hrs)
- B. Prepare typical sections for the proposed improvements. (8 hrs)
- C. For the Preferred Improvement Plan refine right-of-way, permanent easement, and temporary easement requirements based on proposed geometric requirements, review of cross sections, and construction access. Prepare right-of-way summary tables. (8 hrs)

**6. Village, IDOT and Public Meetings (70 hrs)**

The work tasks below include pre-meeting preparation, attendance and preparation of meeting minutes. Minutes (draft and final) will be distributed via email. Hard copies will **not** be provided for distribution.

- A. Conduct a Kick-off meeting with the Village and IDOT to discuss goals and objectives of the project. (1 meeting) (10 hrs)
- B. Conduct meetings with the Village throughout project duration to present design studies, preferred plan, and discuss the project schedule. (1 meeting) (10 hrs)
- C. Attend FHWA/IDOT Coordination meetings to present the Preferred Improvement Plan, obtain approval of proposed design, and any design variances. It is anticipated the Village would also be in attendance at the meetings. (1 meetings) (10 hrs)

- D. Conduct a Public Informational Meeting to present project need, Preferred Improvement Plan, environmental impacts, project costs, and schedule. The public meeting will be conducted (per Village and IDOT requirements) in an open house format. Work in coordination with the Village to prepare all notifications, handouts, presentation text, exhibits, and minutes. The Village will be responsible for costs of rental of meeting space, publication notices and postings. A slide show presentation is not anticipated. (40 hrs)

**7. Project Report (80 hrs)**

- A. Prepare a Draft Project Report anticipating using the IDOT Project Development Report (PDR) Categorical Exclusion Group 1 (BLR Form 22211) requirements. The PDR will summarize the preliminary engineering efforts including data collection, coordination documentation, alternatives analysis, and Preferred Improvement Plan. (54 hrs)
- B. Prepare a preliminary estimate of cost based on the Preferred Improvement Plan. (8 hrs)
- C. Submit the Draft PDR for Village and IDOT concurrent reviews. (4 hrs)
- D. Revise and submit the Final PDR based on review comments. Incorporate the Public Meeting documentation into the Final PDR, including a disposition of public comments. (8 hrs)
- E. Submit the Final PDR to the Village and IDOT for Design Approval. (4 hrs)
- F. Prepare Design Approval request notices for publication by the Village. (2 hrs)

**Assumptions:**

- 1. The project will be a Categorical Exclusion, Type I.
- 2. FEQ modeling is not required.
- 4. Preparation and submittal of permits will occur in Phase II.

### AVERAGE HOURLY PROJECT RATES

FIRM TranSystems  
 PSB Lies Road Bike Path  
 PRIME/SUPPLEMENT Prime

DATE 03/02/15

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Project Coordination			Field Survey			Prelim Design Studies			Environmental Studies			Preferred Improvement		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Engineer 5 (E5)	70.00	0																	
Engineer 4 (E4)	70.00	58	7.49%	5.25	12	25.00%	17.50				16	8.00%	5.60	4	13.33%	9.33	6	8.11%	5.68
Engineer 3 (E3)	54.82	104	13.44%	7.37	12	25.00%	13.71				32	16.00%	8.77	12	40.00%	21.93	16	21.62%	11.85
Engineer 2 (E2)	40.74	228	29.46%	12.00	24	50.00%	20.37	40	14.71%	5.99	64	32.00%	13.04	8	26.67%	10.86	28	37.84%	15.42
Engineer 1 (E1)	31.70	120	15.50%	4.92							56	28.00%	8.88	6	20.00%	6.34	24	32.43%	10.28
Planner 5 (P5)	70.00	0																	
Planner 4 (P4)	57.39	0																	
Planner 3 (P3)	49.99	0																	
Planner 2 (P2)	31.75	0																	
Architect 4 (AR4)	70.00	0																	
Architect 3 (AR3)	61.33	0																	
Architect 2 (AR2)	38.03	0																	
Architect 1 (AR1)	26.93	0																	
Environmental Scien	70.00	0																	
Industry Specialist 3	50.62	0																	
Surveyor 3 (S3)	34.87	116	14.99%	5.23				116	42.65%	14.87									
Surveyor 1 (S1)	20.65	116	14.99%	3.09				116	42.65%	8.81									
Technician 3 (T3)	35.91	32	4.13%	1.48							32	16.00%	5.74						
Technician 2 (T2)	28.59	0																	
Technician 1 (T1)	21.10	0																	
Administrative 3 (A3)	45.61	0																	
Administrative 2 (A2)	30.86	0																	
Administrative 1 (A1)	22.21	0																	
		0																	
		0																	
		0																	
		0																	
<b>TOTALS</b>		774	100%	\$39.33	48	100.00%	\$51.58	272	100%	\$29.67	200	100%	\$42.03	30	100%	\$48.47	74	100%	\$43.23

### AVERAGE HOURLY PROJECT RATES

**FIRM** TranSystems  
**PSB** Lies Road Bike Path  
**PRIME/SUPPLEMENT** Prime

**DATE** 03/02/15

**SHEET** 2 **OF** 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Meetings			Project Report														
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Engineer 5 (E5)	70.00																		
Engineer 4 (E4)	70.00	16	22.86%	16.00	4	5.00%	3.50												
Engineer 3 (E3)	54.82	24	34.29%	18.80	8	10.00%	5.48												
Engineer 2 (E2)	40.74	24	34.29%	13.97	40	50.00%	20.37												
Engineer 1 (E1)	31.70	6	8.57%	2.72	28	35.00%	11.10												
Planner 5 (P5)	70.00																		
Planner 4 (P4)	57.39																		
Planner 3 (P3)	49.99																		
Planner 2 (P2)	31.75																		
Architect 4 (AR4)	70.00																		
Architect 3 (AR3)	61.33																		
Architect 2 (AR2)	38.03																		
Architect 1 (AR1)	26.93																		
Environmental Scien	70.00																		
Industry Specialist 3	50.62																		
Surveyor 3 (S3)	34.87																		
Surveyor 1 (S1)	20.65																		
Technician 3 (T3)	35.91																		
Technician 2 (T2)	28.59																		
Technician 1 (T1)	21.10																		
Administrative 3 (A3)	45.61																		
Administrative 2 (A2)	30.66																		
Administrative 1 (A1)	22.21																		
<b>TOTALS</b>		70	100%	\$51.48	80	100%	\$40.45	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00



**Lies Road Bike Path**  
**Village of Carol Stream, DuPage County**  
**Direct Cost Summary**

				<u>Outside</u>	<u>In-House</u>
<b>1 <u>Project Coordination &amp; Data Collection</u></b>					
Vehicle Days	0 vehicle @	0 days @ \$ 65.00 per day			\$ -
Mileage	1 trips @	30 miles @ \$ 0.55 per mile		\$ 16.50	
Letter Size Copies	10 sheets @	10 copies @ \$ 0.10 per sheet	1 submittals	\$ 10.00	
Color Copies	5 sheets @	10 copies @ \$ 1.00 per sheet	1 submittals	\$ 50.00	
Full Size Copies	10 sheets @	10 copies @ \$ 0.80 per sheet	1 submittals	\$ 80.00	
Mylar	0 sheets @	0 copies @ \$ 9.00 per sheet	0 submittals	\$ -	
FedEx / Messenger		2 deliveries @ \$ 20.00 per delivery		\$ 40.00	
Legal Notices & Advertising					
Subtotals				\$ 196.50	\$ -
<b>2 <u>Field Surveys</u></b>					
Vehicle Days	1 vehicle @	14.5 days @ \$ 65.00 per day			\$ 942.50
Mileage	0 trips @	0 miles @ \$ 0.55 per mile		\$ -	
Letter Size Copies	0 sheets @	0 copies @ \$ 0.10 per sheet	0 submittals	\$ -	
Color Copies	0 sheets @	0 copies @ \$ 1.00 per sheet	0 submittals	\$ -	
Full Size Copies	0 sheets @	0 copies @ \$ 0.80 per sheet	0 submittals	\$ -	
Mylar	0 sheets @	0 copies @ \$ 9.00 per sheet	0 submittals	\$ -	
FedEx / Messenger		0 deliveries @ \$ 20.00 per delivery		\$ -	
Legal Notices & Advertising					
Subtotals				\$ -	\$ 942.50
<b>3 <u>Preliminary Design Studies</u></b>					
Vehicle Days	0 vehicle @	0 days @ \$ 65.00 per day			\$ -
Mileage	0 trips @	0 miles @ \$ 0.55 per mile		\$ -	
Letter Size Copies	75 sheets @	10 copies @ \$ 0.10 per sheet	1 submittals	\$ 75.00	
Color Copies	10 sheets @	10 copies @ \$ 1.00 per sheet	1 submittals	\$ 100.00	
Full Size Copies	15 sheets @	10 copies @ \$ 0.80 per sheet	1 submittals	\$ 120.00	
Mylar	0 sheets @	0 copies @ \$ 9.00 per sheet	0 submittals	\$ -	
FedEx / Messenger		2 deliveries @ \$ 20.00 per delivery		\$ 40.00	
Legal Notices & Advertising					
Subtotals				\$ 335.00	\$ -
<b>4 <u>Environmental Studies</u></b>					
Vehicle Days	0 vehicle @	0 days @ \$ 65.00 per day			\$ -
Mileage	0 trips @	0 miles @ \$ 0.55 per mile		\$ -	
Letter Size Copies	50 sheets @	10 copies @ \$ 0.10 per sheet	1 submittals	\$ 50.00	
Color Copies	10 sheets @	10 copies @ \$ 1.00 per sheet	1 submittals	\$ 100.00	
Full Size Copies	0 sheets @	0 copies @ \$ 0.80 per sheet	0 submittals	\$ -	
Mylar	0 sheets @	0 copies @ \$ 9.00 per sheet	0 submittals	\$ -	
FedEx / Messenger		2 deliveries @ \$ 20.00 per delivery		\$ 40.00	
Legal Notices & Advertising					
Subtotals				\$ 190.00	\$ -

**Lies Road Bike Path**  
**Village of Carol Stream, DuPage County**  
**Direct Cost Summary**

				<u>Outside</u>	<u>In-House</u>
5	<u>Preferred Improvement Plan</u>				
	Vehicle Days	0 vehicle @	0 days @ \$ 65.00 per day		\$ -
	Mileage	0 trips @	0 miles @ \$ 0.55 per mile	\$ -	
	Letter Size Copies	50 sheets @	10 copies @ \$ 0.10 per sheet	2 submittals \$ 100.00	
	Color Copies	5 sheets @	10 copies @ \$ 1.00 per sheet	2 submittals \$ 100.00	
	Full Size Copies	15 sheets @	10 copies @ \$ 0.80 per sheet	2 submittals \$ 240.00	
	Mylar	0 sheets @	0 copies @ \$ 9.00 per sheet	0 submittals \$ -	
	FedEx / Messenger		0 deliveries @ \$ 20.00 per delivery	\$ -	
	Legal Notices & Advertising				
			Subtotals	\$ 440.00	\$ -
6	<u>Meetings</u>				
	Vehicle Days	0 vehicle @	0 days @ \$ 65.00 per day		\$ -
	Mileage	7 trips @	30 miles @ \$ 0.55 per mile	\$ 115.50	
	Letter Size Copies	10 sheets @	10 copies @ \$ 0.10 per sheet	7 submittals \$ 70.00	
	Color Copies	2 sheets @	10 copies @ \$ 1.00 per sheet	7 submittals \$ 140.00	
	Full Size Copies	5 sheets @	1 copies @ \$ 0.80 per sheet	7 submittals \$ 28.00	
	Mylar	0 sheets @	0 copies @ \$ 9.00 per sheet	0 submittals \$ -	
	FedEx / Messenger		0 deliveries @ \$ 20.00 per delivery	\$ -	
	Legal Notices & Advertising				
			Subtotals	\$ 353.50	\$ -
7	<u>Project Report</u>				
	Vehicle Days	0 vehicle @	0 days @ \$ 65.00 per day		\$ -
	Mileage	0 trips @	0 miles @ \$ 0.55 per mile		\$ -
	Letter Size Copies	150 sheets @	15 copies @ \$ 0.10 per sheet	2 submittals \$ 450.00	
	Color Copies	10 sheets @	15 copies @ \$ 1.00 per sheet	2 submittals \$ 300.00	
	Full Size Copies	0 sheets @	0 copies @ \$ 0.80 per sheet	0 submittals \$ -	
	Mylar	0 sheets @	0 copies @ \$ 9.00 per sheet	0 submittals \$ -	
	FedEx / Messenger		3 deliveries @ \$ 20.00 per delivery	\$ 60.00	
	Legal Notices & Advertising				
			Subtotals	\$ 810.00	\$ -
			<b>Totals</b>	<b>\$ 2,325.00</b>	<b>\$ 942.50</b>



915 Harger Road, Suite 330  
Oak Brook, IL 60523  
Phone (630) 684-9100  
Fax (630) 684-9120  
Website: <http://huffnhuff.com>

January 7, 2015

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

**Re: Environmental Services  
Lies Road Bike Path  
DuPage County, Illinois  
Proposal No.: 81PT00176.15**

Dear Mr. Block:

Huff & Huff, Inc. (Consultant) is pleased to submit this proposal to conduct a Preliminary Environmental Site Assessment (PESA) and wetland delineations for the referenced project. This proposal presents our project approach, the scope of services, cost, and schedule for completing the project.

## **1. INTRODUCTION**

This Scope-of-Services pertains to the preparation of a PESA, conducting wetland and "Waters of the U.S." (WOUS) delineations for the proposed bike path along Lies Road between Gary Avenue and Schmale Road Lies in Carol Stream, DuPage County, Illinois.

The PESA and wetland/WOUS delineation will be conducted along Lies Road between Gary Avenue and Schmale Road.

## **2. SCOPE OF SERVICES**

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

H&H will prepare an all-inclusive Preliminary Environmental Site Assessment for the Lies Road Bike Path improvements project. The process will follow general protocols contained within:

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

- IDOT Bureau of Local Roads and Streets (BLRS) Manual, Chapter 20-12, Special Waste, July 2013.
- Public Act 96-1416
- Clean Construction or Demolition Debris Fill Operations (CCDD) and Uncontaminated Soil Fill Operations: Amendments to 35 Illinois Administrative Code 1100. Effective on August 27, 2012.

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

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

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

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

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

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

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

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

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

- a) The project location and description
- b) Historical uses of corridor.
- c) The area geology and hydrology.
- d) The environmental status of sites adjacent to the corridor regarding chemical use and storage, underground and aboveground storage tanks, solid waste, special waste, and hazardous waste, and PCBs.
- e) An analysis of the site inspection.

- f) A summary of the findings regarding any environmental concerns. This will include IDOT's per Memo 66-10 and identification of Potentially Impacted Properties (PIPs) per Subpart F, Section 1100, 35 IAC, related to Clean Construction Demolition Debris management.

## **Task 2 – Wetland and WOUS Delineation**

Consultant will conduct wetland and WOUS delineations along Lies Road between Gary Avenue and Schmale Road.

### **A. Off-site Record/Document Review**

Based on available mapping, it is anticipated that wetlands and WOUS are present within the project limits. The following records/documents will be reviewed prior to conducting the field investigation. Soils information will be reviewed to determine the soil types encountered during the delineation procedures. The sources reviewed and to be used include:

- U.S. Geological Survey Topographic Maps
- National Wetlands Inventory Maps
- DuPage County Soil Survey
- DuPage County Wetland Maps
- DuPage County Regulatory Flood Maps
- DuPage County Flood Insurance Rate Maps
- Hydric Soils of the United States
- Aerial Photographs

The Natural Resource Conservation Service (NRCS) no longer conducts farmed wetland determinations for areas of agricultural conversion. The project does not include agricultural areas. Therefore, a Farmed Wetland Determination (FWD) is not included in the scope.

### **B. On-Site Investigation (Field Inventory)**

The on-site investigation will be conducted by our environmental staff experienced in Federal methods for conducting wetland delineations. Our staff will classify and define hydric soils, hydrophytic vegetation, and evidence of hydrology to determine if wetlands are present. If wetlands and/or WOUS are present, they will be delineated and the wetland perimeters will be surveyed in the field by Consultant using Global Positioning System (GPS). The Consultant will delineate all wetlands and WOUS within 25-feet on each side of the proposed bike path.

A wetland delineation of the project site will be conducted that will meet the requirements of Executive Order 11990, "Protection of Wetlands;" Section 404 of the Federal Water Pollution Control Act as amended by the Clean Water Act (Corps of Engineers, Section 404 Permit) and the Illinois Environmental Protection Agency (IEPA Section 401 Guidelines) regulations. These regulations pertain to the placement of fill or alterations of drainage within wetlands of any type and apply to privately as well as publicly owned wetlands. The investigation will meet the requirements of these regulations by identifying the type, functions, and approximate boundaries of the involved wetlands.

Wetlands found will be classified according to type using the “*Classification of Wetlands and Deep Water Habitats of the United States*” by Cowardin. Wetland boundaries will be defined using the *COE Midwest Region Manual* (COE, 2010). This includes a soil investigation to determine the presence or absence of hydric soils and an analysis of the dominant plant species. Field observations will be made on any evidence indicating the hydrology of the area and on water sources that are supporting these wetlands. Functions of these wetlands will be evaluated from field observations.

The entire project area will be investigated in the event that unmapped wetlands are present. All areas that exhibit wetland characteristics within the project limits will be investigated.

Time under this task also includes conducting a wetland boundary verification with Carol Stream and DuPage County as required by the DuPage County Countywide Stormwater and Flood Plain Ordinance.

### **Task 3 – Wetland Delineation Report**

A wetland delineation report will be prepared summarizing the findings of the fieldwork. Based on available information, wetlands are present and this report will be needed. Specific items to be included are as follows:

- Map showing the wetland boundaries and project boundaries
- Aerial photograph with the appropriate limits of delineated wetlands
- COE data sheets with color photos
- Written description of wetland functional classification
- Floristic Quality Index Rating assessment
- Wildlife Assessment
- Wetland and “Waters of the U.S.” Buffer Assessment
- Minimization of impacts
- Mitigation options

DuPage County utilizes the COE guidance on the growing season which requires that all delineations be completed between April 15 and October 15. Delineations conducted outside this timeframe may be considered preliminary and insufficient for permitting purposes. This scope assumes that wetland delineations will be completed between April 15 and October 15.

### **Task 4 - Project Management/Administration**

This task covers items necessary to manage the project, including preparation of quarterly reports, scheduling, and coordination with the prime consultant.

## **3. PROJECT COSTS**

The estimated manhours and project costs are tabulated in the attached tables.

#### **4. CONTRACT CONDITIONS**

##### **81PT00176.15. TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES**

© 2008 by GZA GeoEnvironmental, Inc.

TranSystems Corporation  
Proposal No: 81.PT00176.15.FY2015  
Site: Lies Road Bike Path

These Terms and Conditions, together with Consultant's Proposal, make up the Agreement between with Consultant, TranSystems Corporation, named above.

**1. Services.** H&H will perform the services set forth in its Proposal and any amendments or change orders authorized by you. Any request or direction from you that would require extra work or additional time for performance or would result in an increase in H&H's costs will be the subject of a negotiated amendment or change order.

**2. Standard of Care.** H&H will perform the services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality. **NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE OR INTENDED BY H&H'S PROPOSAL OR BY ANY OF H&H'S ORAL OR WRITTEN REPORTS.**

**3. Payment.**

- a. Except as otherwise stated in the Proposal, you will compensate H&H for the services at the rates set forth in the applicable Proposal, amendment or change order; reimburse its expenses, which will include a communication fee calculated as a percentage of labor invoiced; and pay any sales or similar taxes thereon.
- b. Any retainer specified in H&H's Proposal shall be due prior to the start of services and will be applied to the final invoice for services.
- c. H&H will submit invoices periodically, and payment will be due within 20 days from invoice date. Overdue payments will bear interest at 1½ percent per month or, if lower, the maximum lawful rate. H&H may terminate its services upon 10 days' written notice anytime your payment is overdue on this or any other project and you will pay for all services through termination, plus termination costs. You will reimburse H&H's costs of collecting overdue invoices, including reasonable attorneys' fees.

**4. Your Responsibilities.**

- a. Except as otherwise agreed, you will secure the approvals, permits, licenses and consents necessary for performance of the services. If you are the owner or operator of the Site, you will provide H&H with all documents, plans, information concerning underground structures (including but not limited to utilities, conduits, pipes, and tanks), information related to hazardous materials or other environmental or geotechnical conditions at the site and other information that may be pertinent to the services or, if you are not the owner or operator of the Site, you agree to make reasonable efforts to obtain these same documents and provide them to H&H. Unless otherwise indicated in writing, H&H will be entitled to rely on documents and information you provide.
- b. If you use the services of a construction contractor at the Site, you agree to use best and reasonable efforts to include in your agreement(s) with the construction contractor provisions obligating the latter:
  - (i) to indemnify, defend and hold harmless, to the fullest extent permitted by law, you and H&H, its officers, employees and principals, for or on account of any claims, liabilities, costs and expenses, including attorneys' fees, arising out of or relating to the design or implementation of construction means, methods, procedures, techniques, and sequences of construction, including safety precautions or programs, of the contractor, or any of its subcontractors or any engineer engaged by it;
  - (ii) to name you and H&H as additional insureds under general liability and builder's risk insurance coverages maintained by the contractor, or any of its subcontractors; and
  - (iii) to require that all of its subcontractors agree and be bound to the obligations set forth in (i) and (ii) above.
- c. In the event that you are unable to secure such provisions in the agreement(s) with the construction contractor, you shall promptly notify H&H and H&H shall have the opportunity to negotiate with you reasonable substitute risk allocation and insurance indemnities and protections.

**5. Right of Entry.** You grant H&H and its subcontractor(s) permission to enter the site to perform the services. If you do not own the site, you represent and warrant that the owner has granted permission for H&H to enter the site and perform the

services; you will provide reasonable verification on request; and you will indemnify H&H for any claims by the site owner related to alleged trespass by H&H or its subcontractors.

**6. Reliance.** The services, information, and other data furnished by you shall be at your expense, and H&H may rely upon all information and data that you furnish, including the accuracy and completeness thereof. You acknowledge that the quality of the services provided by H&H is directly related to the accuracy and completeness of the information and data that you furnish to H&H. **H&H'S REPORTS ARE PREPARED FOR AND MADE AVAILABLE FOR YOUR SOLE USE. YOU ACKNOWLEDGE AND AGREE THAT USE OF OR RELIANCE UPON THE REPORT OR THE FINDINGS IN THE REPORT BY ANY OTHER PARTY, OR FOR ANY OTHER PROJECT OR PURPOSE, SHALL BE AT YOUR OR SUCH OTHER PARTY'S SOLE RISK AND WITHOUT ANY LIABILITY TO H&H.**

**7. H&H Professionals.** H&H employees or consultants may act as licensed, certified or registered professionals (including but not limited to Professional Engineers, Licensed Site or Environmental Professionals, or Certified Industrial Hygienists, collectively referred to in this section as "H&H Professionals") whose duties may include the rendering of independent professional opinions. You acknowledge that a federal, state or local agency or other third party may audit the services of H&H or other contractor/consultant(s), which audit may require additional services, even though H&H and such H&H Professionals have each performed such services in accordance with the standard of care set forth herein. You agree to compensate H&H for all services performed in response to such an audit, or to meet additional requirements resulting from such an audit, at the rates set forth in the applicable Proposal, amendment or change order.

**8. Hazardous Materials; H&H "Not a Generator".** Before any hazardous or contaminated materials are removed from the site, you will sign manifests naming you as the generator of the waste (or, if you are not the generator, you will arrange for the generator to sign). You will select the treatment or disposal facility to which any waste is taken. H&H will not be the generator or owner of, nor will it possess, take title to, or assume legal liability for any hazardous or contaminated materials at or removed from the site. H&H will not have responsibility for or control of the site or of operations or activities at the site other than its own. H&H will not undertake, arrange for or control the handling, treatment, storage, removal, shipment, transportation or disposal of any hazardous or contaminated materials at or removed from the site, other than any laboratory samples it collects or tests. You agree to defend, indemnify and hold H&H harmless for any costs or liability incurred by H&H in defense of or in payment for any legal actions in which it is alleged that H&H is the owner, generator, treater, storer or disposer of hazardous waste.

**9. Limits on H&H's Responsibility.** H&H will not be responsible for the acts or omissions of contractors or others at the site, except for its own subcontractors and employees. H&H will not supervise, direct or assume control over or the authority to stop any contractor's work, nor shall H&H's professional activities or the presence of H&H or its employees and subcontractors be construed to imply that H&H has authority over or responsibility for the means, methods, techniques, sequences or procedures of construction, for work site health or safety precautions or programs, or for any failure of contractors to comply with contracts, plans, specifications or laws. Any opinions by H&H of probable costs of labor, materials, equipment or services to be furnished by others are strictly estimates and are not a guarantee that actual costs will be consistent with the estimates.

**10. Changed Conditions.**

- a. You recognize the uncertainties relating to the furnishing of professional services, which often require a phased or exploratory approach, with the need for additional services becoming apparent during the initial services. You also recognize that actual conditions encountered may vary significantly from those anticipated, that laws and regulations are subject to change, and that the requirements of regulatory authorities are often unpredictable.
- b. If changed or unanticipated conditions or delays make additional services necessary or result in additional costs or time for performance, H&H will notify you and the parties will negotiate appropriate changes to the scope of services, compensation and schedule.
- c. If no agreement can be reached, H&H will be entitled to terminate its services and to be equitably compensated for the services already performed. H&H will not be responsible for delays or failures to perform due to weather, labor disputes, intervention by or inability to get approvals from public authorities, acts or omissions on your part or any other causes beyond H&H's reasonable control, and you will compensate H&H for any resulting increase in its costs.

**11. Documents and Information.** All documents, data, calculations and work papers prepared or furnished by H&H are instruments of service and will remain H&H's property. Designs, reports, data and other work product delivered to you are for your use only, for the limited purposes disclosed to H&H. Any delayed use, use at another site, use on another project, or use by a third party will be at the user's sole risk, and without any liability to H&H. Any technology, methodology or technical information learned or developed by H&H will remain its property. Provided H&H is not in default under this



Agreement, H&H's designs will not be used to complete this project by others, except by written agreement relating to use, liability and compensation.

**12. Electronic Media.** In accepting and utilizing any drawings, reports and data on any form of electronic media generated by H&H, you covenant and agree that all such electronic files are instruments of service of H&H, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights. In the event of a conflict between the signed documents prepared by H&H and electronic files, the signed documents shall govern. You agree not to reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Any transfer of these electronic files to others or reuse or modifications to such files by you without the prior written consent of H&H will be at the user's sole risk and without any liability to H&H.

**13. Confidentiality; Subpoenas.** Information about this Agreement and H&H's services and information you provide to H&H regarding your business and the site, other than information available to the public and information acquired from third parties, will be maintained in confidence and will not be disclosed to others without your consent, except as H&H reasonably believes is necessary: (a) to perform its services; (b) to comply with professional standards to protect public health, safety and the environment; and (c) to comply with laws and court orders. H&H will make reasonable efforts to give you prior notice of any disclosure under (b) or (c) above. You will reimburse H&H for responding to any subpoena or governmental inquiry or audit related to the services, at the rates set forth in the applicable Proposal, amendment or change order.

**14. Insurance.** During performance of the services, H&H will maintain workers compensation, commercial general liability, automobile liability, and professional liability insurance. H&H will furnish you certificates of such insurance on request.

**15. Indemnification.** You agree to hold harmless, indemnify, and defend H&H and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "H&H") against all claims, suits, fines and penalties, including mandated cleanup costs and attorneys' fees and other costs of settlement and defense, which claims, suits, fines, penalties or costs arise out of or are related to this Agreement or the services, except to the extent they are caused by H&H's negligence or willful misconduct.

**16. Limitation of Remedies.**

- a. To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the aggregate liability of H&H and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "H&H") for all claims arising out of this Agreement or the services is limited to \$50,000 or, if greater, 10% of the compensation received by H&H under this Agreement.
- b. You may elect to increase the limit of liability by paying an additional fee, such fee to be negotiated prior to the execution of this Agreement.
- c. Any claim will be deemed waived unless received by H&H within one year of substantial completion of the services.
- d. H&H will not be liable for lost profits, loss of use of property, delays, or other special, indirect, incidental, consequential, punitive, exemplary or multiple damages.
- e. H&H will not be liable to you or the site owner for injuries or deaths suffered by H&H's or its subcontractors' employees.
- f. You will look solely to H&H for your remedy for any claim arising out of or relating to this Agreement, including any claim arising out of or relating to alleged negligence or errors or omissions of any H&H principal, officer, employee or agent.

**17. Disputes.**

- a. All disputes between you and H&H shall be subject to non-binding mediation.
- b. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring that the matter be mediated within forty-five (45) days of service of notice.
- c. The mediation shall be administered by the American Arbitration Association in accordance with its most recent Construction Mediation Rules, or by such other person or organization as the parties may agree upon.
- d. No action or suit may be commenced unless mediation has occurred but did not resolve the dispute, or unless a statute of limitation period would expire if suit were not filed prior to such forty-five (45) days after service of notice.

**18. Miscellaneous.**

- a. Massachusetts law shall govern this Agreement.
- b. The above terms and conditions regarding Limitation of Remedies and Indemnification shall survive the completion of the services under this Agreement and the termination of the contract for any cause.

- c. Any amendment to these Terms and Conditions must be in writing and signed by both parties.
- d. Having received these Terms and Conditions, your oral authorization to commence services, your actions, or your use of the Report or Work Product constitutes your acceptance of them.
- e. This Agreement supersedes any contract terms, purchase orders or other documents issued by you.
- f. Neither party may assign or transfer this Agreement or any rights or duties hereunder without the written consent of the other party.
- g. Your failure or the failure of your successors or assigns to receive payment or reimbursement from any other party for any reason whatsoever shall not absolve you, your successors or assigns of any obligation to pay any sum to H&H under this agreement.
- h. These Terms and Conditions shall govern over any inconsistent terms in H&H's Proposal.
- i. The provisions of this Agreement are severable; if any provision is unenforceable it shall be appropriately limited and given effect to the extent it is enforceable.
- j. The covenants and agreements contained in this Agreement shall apply to, inure to the benefit of and be binding upon the parties hereto and upon their respective successors and assigns.

BOTH PARTIES HERETO WARRANT AND REPRESENT that they have full right, power, and authority to execute this Contract.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the day and year first specified above.

CONSULTANT  
HUFF & HUFF, INC.

CLIENT  
TRANSYSTEMS CORPORATION



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

By Linda L. Huff, P.E.

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Officer's Title

\_\_\_\_\_  
Officer's Title

January 7, 2015

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**Payroll Escalation Table  
Fixed Raises**

FIRM NAME Huff & Huff, Inc.  
PRIME/SUPPLEMENT Transystems

DATE 1/7/2015  
PTB NO. \_\_\_\_\_

CONTRACT TERM 12 MONTHS  
START DATE 2/1/2015  
RAISE DATE 3/1/2015

OVERHEAD RATE 148.80%  
COMPLEXITY FACTOR 0  
% OF RAISE 3.00%

**ESCALATION PER YEAR**

2/1/2015 - 3/1/2015

3/2/2015 - 2/1/2016

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

1  
12

11  
12

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

= 8.33%  
= 1.0275

94.42%

2.75%

**The total escalation for this project would be:**



Payroll Rates

FIRM NAME Huff & Huff, Inc. DATE 1/7/2015
PRIME/SUPPLEMENT Transystems
PTB NO.

ESCALATION FACTOR 2.75%

Table with 3 columns: CLASSIFICATION, CURRENT RATE, ESCALATED RATE. Lists various job classifications and their corresponding current and escalated rates.



**Illinois Department  
of Transportation**

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

Firm Huff & Huff, Inc.  
 Route Lies Road Trail  
 Section \_\_\_\_\_  
 County DuPage  
 Job No. \_\_\_\_\_  
 PTB & Item \_\_\_\_\_

Date 1/7/2015  
 Overhead Rate 148.80%  
 Complexity Factor 0

Item	Manhours	Payroll	Overhead & Fringe Benefits	In-House Direct Costs	Fixed Fee	Outside Direct Costs	Services By Others	Total	% of Grand Total
PESA	52	1,594.31	2,372.33	94.70	588.89	340.00	0.00	4,990.23	46.39%
Wetland/WOUS Delineation	14	473.84	705.08	25.40	174.63	0.00	0.00	1,378.94	12.82%
Wetland/WOUS Report	42	1,386.40	2,062.96	10.96	501.75	40.00	0.00	4,002.06	37.20%
Project Administration	4	135.38	201.45	0.00	48.84	0.00	0.00	385.67	3.59%
<b>TOTALS</b>	112	3,589.93	5,341.81	131.06	1,314.11	380.00	0.00	10,756.90	100.00%



### Average Hourly Project Rates

Route Lies Road Trail  
 Section \_\_\_\_\_  
 County DuPage  
 Job No. \_\_\_\_\_  
 PTB/Item \_\_\_\_\_

Consultant Huff & Huff, Inc.

Date 1/7/2015

Sheet 1 OF 1

Payroll Classification	Avg Hourly Rates	Total Project Rates			PESA			Wetland/WOUS Delineations			Wetland/WOUS Report			Project Administration			Hours	% Part.	Wgtd Avg
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Principal	70.00	1	0.89%	0.63	1	1.92%	1.35												
Senior Consultant	54.34	3	2.68%	1.46							3	7.14%	3.88						
Geologist PM	39.53	2	1.79%	0.71	2	3.85%	1.52												
Scientist PM II	33.85	42	37.50%	12.69				14	100.00%	33.85	24	57.14%	19.34	4	100.00%	33.85			
Asst. PM Engineer I	29.64	42	37.50%	11.12	42	80.77%	23.94												
Sr. CADD Specialist	31.12	9	8.04%	2.50	3	5.77%	1.80				6	14.29%	4.45						
Environmental Scientist E1	24.70	8	7.14%	1.76							8	19.05%	4.70						
Sr. Administrative Asst.	26.72	5	4.46%	1.19	4	7.69%	2.06				1	2.38%	0.64						
		0																	
		0																	
<b>TOTALS</b>		112	100%	\$32.05	52	100%	\$30.66	14	100%	\$33.85	42	100%	\$33.01	4	100%	\$33.85	0	0%	\$0.00

**HUFF & HUFF, INC.**  
**SUMMARY OF INHOUSE DIRECT COSTS**

Project: Transystems Lies Road

						<u>DIRECT</u>
<b>PESA</b>						
Trips - Company	20 miles	x	2 x	\$ 0.56	= \$	22.40
Tolls			2 x	\$ 1.50	= \$	3.00
Color copies	3 sets	x	200 x	\$ 0.11	= \$	66.00
Photo sheets	3 sets	x	10 x	\$ 0.11	= \$	3.30
			0 x	\$ -	= \$	-
						<b>Task Total</b>
						<b>\$ 94.70</b>
 <b>Wetland/WOUS Delineation</b>						
Trips - Company	20 miles	x	2 x	\$ 0.56	= \$	22.40
Tolls			2 x	\$ 1.50	= \$	3.00
			0 x	\$ -	= \$	-
						<b>Task Total</b>
						<b>\$ 25.40</b>
 <b>Wetland/WOUS Report</b>						
Reproduction	4 sets	x	40 x	\$ 0.03	= \$	4.80
Color copies	4 sets	x	10 x	\$ 0.11	= \$	4.40
Photo sheets	4 sets	x	4 x	\$ 0.11	= \$	1.76
			0 x	\$ -	= \$	-
						<b>Task Total</b>
						<b>\$ 10.96</b>
 <b>Project Admin</b>						
			0 x	\$ -	= \$	-
						<b>Task Total</b>
						<b>\$ -</b>
<b>GRAND TOTAL</b>						<b>\$ 131.06</b>

**HUFF & HUFF, INC.**  
**SUMMARY OF OUTSIDE DIRECT COSTS**

Project: Transystems Lies Road

	<u>OUTSIDE</u>
<b>PESA</b>	
Federal Express	1 x \$ 20.00 = \$ 20.00
Records Search	1 x \$ 320.00 = \$ 320.00
	0 x \$ - = \$ -
	<b>Task Total \$ 340.00</b>
<b>Wetland/WOUS Delineation</b>	
	0 x \$ - = \$ -
	<b>Task Total \$ -</b>
<b>Wetland/WOUS Report</b>	
Federal Express	2 x \$ 20.00 = \$ 40.00
	0 x \$ - = \$ -
	<b>Task Total \$ 40.00</b>
<b>Project Admin</b>	
	0 x \$ - = \$ -
	<b>Task Total \$ -</b>
<b>GRAND TOTAL</b>	<b>\$ 380.00</b>



*Village of Carol Stream*  
Interdepartmental Memorandum

TO: Joseph Breinig, Village Manager  
FROM: William N. Cleveland, Assistant Village Engineer *WB*  
DATE: August 28, 2015  
RE: Phase I Engineering Contract – Carol Stream – Bloomingdale Bike Trail –  
Kuhn Road from Lies Road to Army Trail Road

In 2013 the Village applied for STP construction funding to extend the bike trail along Kuhn Road from Lies Road to Army Trail Road. We were awarded 75% of the estimated cost of construction totaling \$275,000. Then in 2014 we were also awarded \$133,130 in ITEP funding to help pay for 80% of the costs to engineer the project.


Similar to our recently completed Kuhn Road trail and West Branch/Fair Oaks Road trail under contract, federal funding requirements necessitate that specific procedures and policies be followed in plan preparation and construction. The Village has had a long working relationship with TranSystems Corporation and they have assisted the Village in obtaining funding and successfully completed two bike trail projects and four road paving projects involving federal funding.

The proposal to complete the preliminary engineering for this project is estimated at \$72,561.17, of which the Village will pay 20%, or \$14,512 and the FHWA will pay 80% or \$58,049. Adequate funds exist within the FY16 budget to pay for the Phase I Preliminary Engineering Costs with \$15,000 in the CIP program fund.

Engineering staff therefore recommends the Phase I Preliminary Engineering Services contract be awarded to TranSystems Corporation in the amount of \$72,561.17, contingent on IDOT review and approval.

Attachment

Cc: James Knudsen, Director of Engineering Services  
Adam Frederick, Civil Engineer II  
Jon Batek, Finance Director

Local Agency Village of Carol Stream	 <b>Illinois Department of Transportation</b>  <b>Preliminary Engineering Services Agreement For Federal Participation</b>	Consultant TranSystems
County DuPage		Address 1475 E Woodfield Road, Suite 600
Section 15-00060-00-BT		City Schaumburg
Project No. TE-01D1(012)		State IL
Job No. P-91-403-15		Zip Code 60173
Contact Name/Phone/E-mail Address William Cleveland, (630) 871-6220 wcleveland@carolstream.org		Contact Name/Phone/E-mail Address David Block, (847) 407-5313 dwblock@transystems.com

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

#### Project Description

Name Kuhn Road Route FAU 2554 Length 0.71 mi Structure No. N/A

Termini Lies Road to Army Trail Road

Description Preliminary Engineering services for construction of a bike path along Kuhn Road between Lies Road and Army Trail Road. The off-street bike path will be a 3" HMA surface over 9" aggregate base and will comply with ADA design criteria. No signal or drainage improvements are anticipated. It is anticipated this project will be processed as a CE I submitted with a Project Development Report.

#### Agreement Provisions

##### I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.
2. To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.
3. To complete the services herein described within 450 calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
4. The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
5. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
6. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
7. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
8. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

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

**II. THE LA AGREES,**

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

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

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

Specific Rate             (Pay per element)  
Lump Sum                 \_\_\_\_\_

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

With Retainage

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

Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, 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 LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

**III. IT IS MUTALLY AGREED,**

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

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. This AGREEMENT may be terminated by the LA 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 LA 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 LA. The LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

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

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

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

10. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LA deems appropriate.

**Agreement Summary**

Prime Consultant:	TIN Number	Agreement Amount
TranSystems	43-0839725	\$61,804.27
Sub-Consultants:	TIN Number	Agreement Amount
Huf & Huff, Inc.	36-3044842	\$10,756.90
Sub-Consultant Total:		\$10,756.90
Prime Consultant Total:		\$61,804.27
Total for all Work:		\$72,561.17

Executed by the LA:

\_\_\_\_\_  
(Municipality/Township/County)

ATTEST:

By: \_\_\_\_\_  
Clerk

By: \_\_\_\_\_  
Title: \_\_\_\_\_

(SEAL)

Executed by the ENGINEER:

ATTEST: *David W. Block*  
By: *[Signature]*  
Title: *Project Manager*

*Todd S. Bright*  
By: *[Signature]*  
Title: *Vice President*

**Exhibit A - Kuhn Road Bike Path**

Route: Kuhn Road Bike Path  
 Local Agency: Village of Carol Stream, DuPage County  
 (Municipality/Township/County)  
 Section: \_\_\_\_\_  
 Project: \_\_\_\_\_  
 Job No.: \_\_\_\_\_

\*Firms approved rates on file with IDOT's Bureau of Accounting and Auditing:  
 Overhead Rate (OH) 145.47 %  
 Complexity Factor (R) 0.00  
 Calendar Days 450

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

**Cost Estimate of Consultant's Services in Dollars**

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
Project Coordination	Various	44.00	\$ 52.56	\$ 2,312.64	\$ 3,364.20	\$ 196.50		\$ 823.14	\$ 6,696.48
Field Survey	Various	164.00	\$ 29.98	\$ 4,916.72	\$ 7,152.35		\$ 682.50	\$ 1,848.98	\$ 14,600.55
Prelim Design Studies	Various	116.00	\$ 41.71	\$ 4,838.36	\$ 7,038.36	\$ 295.00		\$ 1,722.12	\$ 13,893.85
Environmental Studies	Various	24.00	\$ 48.81	\$ 1,171.44	\$ 1,704.09	\$ 10,946.90		\$ 416.95	\$ 14,239.39
Preferred Improvement Meetings	Various	40.00	\$ 43.77	\$ 1,750.80	\$ 2,546.89	\$ 360.00		\$ 623.16	\$ 5,280.85
Project Report	Various	70.00	\$ 51.48	\$ 3,603.60	\$ 5,242.16	\$ 353.50		\$ 1,282.63	\$ 10,481.89
		58.00	\$ 40.23	\$ 2,333.34	\$ 3,394.31	\$ 810.00		\$ 830.51	\$ 7,368.16
<b>Totals</b>		516.00		\$ 20,926.90	\$ 30,442.36	\$ 12,961.90	\$ 682.50	\$ 7,547.51	\$ 72,561.17

Huff & Huff, Inc. (GZA) \$ 10,756.90  
 Direct Expenses \$ 2,205.00

**Exhibit B**



**Engineering Payment Report**

**Prime Consultant**

Name TranSystems  
 Address 1475 E Wdflld Rd. Suite 600  
 Telephone (847) 407-5313  
 TIN Number 43-0839725

**Project Information**

Local Agency Village of Carol Stream  
 Section Number \_\_\_\_\_  
 Project Number \_\_\_\_\_  
 Job Number \_\_\_\_\_

This form is to verify the amount paid to the Sub-consultant on the above captioned contract. Under penalty of law for perjury or falsification, the undersigned certifies that work was executed by the Sub-consultant for the amount listed below.

Sub-Consultant Name	TIN Number	Actual Payment from Prime
Huff & Huff, Inc.	36-3044842	
	Sub-Consultant Total:	
	Prime Consultant Total:	
	Total for all Work Completed:	

\_\_\_\_\_  
 Signature and title of Prime Consultant \_\_\_\_\_  
 Date

Note: The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under state and federal law. Disclosure of this information is **REQUIRED** and shall be deemed as concurring with the payment amount specified above.



## EXHIBIT A

### SCOPE OF ENGINEERING SERVICES

Kuhn Road Bike Path (Carol Stream – Bloomingdale Trail)  
Lies Road to Army Trail Road  
Type of Funding: ITEP Enhancement (STE)  
Existing Structure: N/A

#### Preliminary Engineering Services

Preliminary Engineering Services for the Kuhn Road Bike Path as part of the Carol Stream – Bloomingdale Trail; a total distance of 3,800 feet (0.72 miles).

#### Phase I - Preliminary Engineering

##### 1. Project Coordination, Management and Data Collection (44 hrs)

- A. Obtain the following information from the appropriate agencies: existing roadway and bikeway plans, ridership and user data, right-of-way data, National Wetland Inventory Maps, crash reports (for the 5 most recent years), public and private utility atlases, existing vehicle and bicycle/pedestrian traffic counts, bench mark and other survey datum information. (8 hrs)
- B. Obtain aerial photography at 1"=50' scale for use in the preliminary design studies, environmental survey request, and at public meetings. (4 hrs)
- C. Summarize data collection elements in tables, exhibits, and/or maps for use throughout the duration of the project including, Project Location Map and Typical Sections. (4 hrs)
- D. Conduct site visit, perform general site survey, and take pictures of project features. Prepare log of photographs for use by project team during engineering phases. (8 hrs)
- E. Provide project administration; prepare monthly invoicing and monthly project status reports. Assume 12-month duration. (12 hrs)
- F. Provide QA/QC reviews. (8 hrs)

**2. Field Surveys (164 hrs)**

The limits of the survey extend along Kuhn Road between Lies Road and Army Trail Road, a distance of 3,800 feet.

- A. Conduct topographic design survey based on the English system including the establishment of horizontal and vertical controls based on published benchmarks. The survey will include topography, cross sections along the proposed trail alignment (at 50-foot increments), utility, drainage, and trees. Additional cross sections will be conducted (as needed) at critical locations. (96 hrs)
- B. Verify existing right-of-way. Boundary lines will be shown per existing tax maps, subdivision plans and right-of-way markers found in the field. (16 hrs)
- C. Conduct a drainage survey to obtain drainage invert elevations, direction of flow, outfalls, pipe sizes, and condition and size of the structures along the curb line and in the parkways. (16 hrs)
- D. Conduct sign survey. (8 hrs)
- E. Download topographic survey and cross sections for use in the preliminary design studies. (4 hrs)
- F. Create project base files, digital terrain model, project design files, project centerline and stationing for use in cross section, alignment, and profile studies. Preliminary plan and profile sheets will be prepared at a scale of 1"=50'. (24 hrs)

**3. Preliminary Design Studies (116 hrs)**

- A. Establish horizontal and vertical geometrics and develop typical sections for path based on design criteria. (4 hrs)
- B. Prepare preliminary plans, profile, and working cross sections (50-foot intervals) to identify preferred alignment, trail geometrics, and right-of-way needs. (64 hrs)
- C. Conduct a cross section analysis along the trail to verify the right-of-way needs and grading limits. (24 hrs)
- D. Determine if fill in the floodplain will occur with this project. (4 hrs)
- E. Identify potential utility conflicts. (4 hrs)
- F. Evaluate intersection striping needs for the side street crossings. (4 hrs)
- G. Identify signing and pavement markings requirements. Current MUTCD, AASHTO and IDOT policies will be followed. (4 hrs)
- H. Summarize right-of-way needs, construction costs and environmental impacts (community, floodplain, wetland, and tree) (8 hrs)

**4. Environmental Studies (24 hrs)**

- A. Prepare an Environmental Survey Request Form to obtain biological resource and cultural resource reviews and signoffs for the project study limits. (8 hrs)
- B. Prepare wetland delineations, investigations, and report. (By subconsultant: Huff & Huff, Inc.)
- C. Upon completion of the wetland delineation and report, Wetland Impact Evaluation Forms will be prepared and submitted to IDOT for review and approval. A conceptual wetland mitigation compensation plan will also be prepared if necessary. (8 hrs)
- D. Submit the wetland delineation report to the Corps of Engineers for Jurisdictional Determination and permit authorization, outlining permitting requirements. (By subconsultant: Huff & Huff, Inc.)
- E. A Section 404 Permit and Joint Permit Application are not anticipated at this time. If required, it would be included as a Supplemental Service.
- F. Perform a Preliminary Environmental Site Assessment. (By subconsultant: Huff & Huff, Inc.)
- G. Summarize the environmental studies and incorporate into the Project Report. (4 hrs)
- H. Identify required permits. Pre-application meetings and permit applications will be prepared in Phase 2. (4 hrs)

**5. Preferred Improvement Plan (40 hrs)**

- A. Based on design studies, environmental studies, and public input, prepare the Preferred Improvement Plan for the path meeting Village and IDOT requirements. Develop the Preferred Improvement Plan on topographic survey mapping. (32 hrs)
- B. Prepare typical sections for the proposed improvements. (4 hrs)
- C. For the Preferred Improvement Plan refine right-of-way, permanent easement, and temporary easement requirements based on proposed geometric requirements, review of cross sections, and construction access. Prepare right-of-way summary tables. (4 hrs)

**6. Village, IDOT and Public Meetings (70 hrs)**

The work tasks below include pre-meeting preparation, attendance and preparation of meeting minutes. Minutes (draft and final) will be distributed via email. Hard copies will **not** be provided for distribution.

- A. Conduct a Kick-off meeting with the Village and IDOT to discuss goals and objectives of the project. (1 meeting) (10 hrs)
- B. Conduct meetings with the Village throughout project duration to present design studies, preferred plan, and discuss the project schedule. (1 meeting) (10 hrs)
- C. Attend FHWA/IDOT Coordination meetings to present the Preferred Improvement Plan, obtain approval of proposed design, and any design variances. It is anticipated the Village would also be in attendance at the meetings. (1 meetings) (10 hrs)
- D. Conduct a Public Informational Meeting to present project need, Preferred Improvement Plan, environmental impacts, project costs, and schedule. The public meeting will be conducted (per Village and IDOT

requirements) in an open house format. Work in coordination with the Village to prepare all notifications, handouts, presentation text, exhibits, and minutes. The Village will be responsible for costs of rental of meeting space, publication notices and postings. A slide show presentation is not anticipated. (40 hrs)

**7. Project Report (58 hrs)**

- A. Prepare a Draft Project Report anticipating using the IDOT Project Development Report (PDR) Categorical Exclusion Group 1 (BLR Form 22211) requirements. The PDR will summarize the preliminary engineering efforts including data collection, coordination documentation, alternatives analysis, and Preferred Improvement Plan. (32 hrs)
- B. Prepare a preliminary estimate of cost based on the Preferred Improvement Plan. (8 hrs)
- C. Submit the Draft PDR for Village and IDOT concurrent reviews. (4 hrs)
- D. Revise and submit the Final PDR based on review comments. Incorporate the Public Meeting documentation into the Final PDR, including a disposition of public comments. (8 hrs)
- E. Submit the Final PDR to the Village and IDOT for Design Approval. (4 hrs)
- F. Prepare Design Approval request notices for publication by the Village. (2 hrs)

**Assumptions:**

- 1. The project will be a Categorical Exclusion, Type I.
- 2. FEQ modeling is not required.
- 4. Preparation and submittal of permits will occur in Phase II.

## AVERAGE HOURLY PROJECT RATES

**FIRM** TranSystems  
**PSB** Kuhn Road Bike Path  
**PRIME/SUPPLEMENT** Prime

DATE 03/02/15

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Project Coordination			Field Survey			Prelim Design Studies			Environmental Studies			Preferred Improvement		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Engineer 5 (E5)	70.00	0																	
Engineer 4 (E4)	70.00	46	8.91%	6.24	12	27.27%	19.09				8	6.90%	4.83	4	16.67%	11.67	4	10.00%	7.00
Engineer 3 (E3)	54.82	76	14.73%	8.07	12	27.27%	14.95				20	17.24%	9.45	8	33.33%	18.27	8	20.00%	10.96
Engineer 2 (E2)	40.74	168	32.56%	13.26	20	45.45%	18.52	28	17.07%	6.96	36	31.03%	12.64	8	33.33%	13.58	16	40.00%	16.30
Engineer 1 (E1)	31.70	74	14.34%	4.55							36	31.03%	9.84	4	16.67%	5.28	12	30.00%	9.51
Planner 5 (P5)	70.00	0																	
Planner 4 (P4)	57.39	0																	
Planner 3 (P3)	49.99	0																	
Planner 2 (P2)	31.75	0																	
Architect 4 (AR4)	70.00	0																	
Architect 3 (AR3)	61.33	0																	
Architect 2 (AR2)	38.03	0																	
Architect 1 (AR1)	26.93	0																	
Environmental Scien	70.00	0																	
Industry Specialist 3	50.62	0																	
Surveyor 3 (S3)	34.87	68	13.18%	4.59				68	41.46%	14.46									
Surveyor 1 (S1)	20.65	68	13.18%	2.72				68	41.46%	8.56									
Technician 3 (T3)	35.91	16	3.10%	1.11							16	13.79%	4.95						
Technician 2 (T2)	28.59	0																	
Technician 1 (T1)	21.10	0																	
Administrative 3 (A3)	45.61	0																	
Administrative 2 (A2)	30.66	0																	
Administrative 1 (A1)	22.21	0																	
		0																	
		0																	
		0																	
		0																	
<b>TOTALS</b>		516	100%	\$40.56	44	100.00%	\$52.56	164	100%	\$29.98	116	100%	\$41.71	24	100%	\$48.81	40	100%	\$43.77

## AVERAGE HOURLY PROJECT RATES

**FIRM** TranSystems  
**PSB** Kuhn Road Bike Path  
**PRIME/SUPPLEMENT** Prime

**DATE** 03/02/15

**SHEET** 2 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Meetings			Project Report														
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Engineer 5 (E5)	70.00																		
Engineer 4 (E4)	70.00	16	22.86%	16.00	2	3.45%	2.41												
Engineer 3 (E3)	54.82	24	34.29%	18.80	4	6.90%	3.78												
Engineer 2 (E2)	40.74	24	34.29%	13.97	36	62.07%	25.29												
Engineer 1 (E1)	31.70	6	8.57%	2.72	16	27.59%	8.75												
Planner 5 (P5)	70.00																		
Planner 4 (P4)	57.39																		
Planner 3 (P3)	49.99																		
Planner 2 (P2)	31.75																		
Architect 4 (AR4)	70.00																		
Architect 3 (AR3)	61.33																		
Architect 2 (AR2)	38.03																		
Architect 1 (AR1)	26.93																		
Environmental Scien	70.00																		
Industry Specialist 3	50.62																		
Surveyor 3 (S3)	34.87																		
Surveyor 1 (S1)	20.65																		
Technician 3 (T3)	35.91																		
Technician 2 (T2)	28.59																		
Technician 1 (T1)	21.10																		
Administrative 3 (A3)	45.61																		
Administrative 2 (A2)	30.66																		
Administrative 1 (A1)	22.21																		
<b>TOTALS</b>		70	100%	\$51.48	58	100%	\$40.23	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00

**Kuhn Road Bike Path**  
**Village of Carol Stream, DuPage County**  
**Direct Cost Summary**

				<u>Outside</u>	<u>In-House</u>
<b>1 <u>Project Coordination &amp; Data Collection</u></b>					
Vehicle Days	0 vehicle @	0 days @ \$ 65.00 per day		\$	-
Mileage	1 trips @	30 miles @ \$ 0.55 per mile		\$	16.50
Letter Size Copies	10 sheets @	10 copies @ \$ 0.10 per sheet	1 submittals	\$	10.00
Color Copies	5 sheets @	10 copies @ \$ 1.00 per sheet	1 submittals	\$	50.00
Full Size Copies	10 sheets @	10 copies @ \$ 0.80 per sheet	1 submittals	\$	80.00
Mylar	0 sheets @	0 copies @ \$ 9.00 per sheet	0 submittals	\$	-
FedEx / Messenger		2 deliveries @ \$ 20.00 per delivery		\$	40.00
Legal Notices & Advertising					
Subtotals				\$	196.50
<b>2 <u>Field Surveys</u></b>					
Vehicle Days	1 vehicle @	10.5 days @ \$ 65.00 per day			\$ 682.50
Mileage	0 trips @	0 miles @ \$ 0.55 per mile		\$	-
Letter Size Copies	0 sheets @	0 copies @ \$ 0.10 per sheet	0 submittals	\$	-
Color Copies	0 sheets @	0 copies @ \$ 1.00 per sheet	0 submittals	\$	-
Full Size Copies	0 sheets @	0 copies @ \$ 0.80 per sheet	0 submittals	\$	-
Mylar	0 sheets @	0 copies @ \$ 9.00 per sheet	0 submittals	\$	-
FedEx / Messenger		0 deliveries @ \$ 20.00 per delivery		\$	-
Legal Notices & Advertising					
Subtotals				\$	-
<b>3 <u>Preliminary Design Studies</u></b>					
Vehicle Days	0 vehicle @	0 days @ \$ 65.00 per day			\$ -
Mileage	0 trips @	0 miles @ \$ 0.55 per mile		\$	-
Letter Size Copies	75 sheets @	10 copies @ \$ 0.10 per sheet	1 submittals	\$	75.00
Color Copies	10 sheets @	10 copies @ \$ 1.00 per sheet	1 submittals	\$	100.00
Full Size Copies	10 sheets @	10 copies @ \$ 0.80 per sheet	1 submittals	\$	80.00
Mylar	0 sheets @	0 copies @ \$ 9.00 per sheet	0 submittals	\$	-
FedEx / Messenger		2 deliveries @ \$ 20.00 per delivery		\$	40.00
Legal Notices & Advertising					
Subtotals				\$	295.00
<b>4 <u>Environmental Studies</u></b>					
Vehicle Days	0 vehicle @	0 days @ \$ 65.00 per day			\$ -
Mileage	0 trips @	0 miles @ \$ 0.55 per mile		\$	-
Letter Size Copies	50 sheets @	10 copies @ \$ 0.10 per sheet	1 submittals	\$	50.00
Color Copies	10 sheets @	10 copies @ \$ 1.00 per sheet	1 submittals	\$	100.00
Full Size Copies	0 sheets @	0 copies @ \$ 0.80 per sheet	0 submittals	\$	-
Mylar	0 sheets @	0 copies @ \$ 9.00 per sheet	0 submittals	\$	-
FedEx / Messenger		2 deliveries @ \$ 20.00 per delivery		\$	40.00
Legal Notices & Advertising					
Subtotals				\$	190.00

**Kuhn Road Bike Path**  
**Village of Carol Stream, DuPage County**  
**Direct Cost Summary**

				<u>Outside</u>	<u>In-House</u>
5	<u>Preferred Improvement Plan</u>				
	Vehicle Days	0 vehicle @	0 days @ \$ 65.00 per day		\$ -
	Mileage	0 trips @	0 miles @ \$ 0.55 per mile	\$ -	
	Letter Size Copies	50 sheets @	10 copies @ \$ 0.10 per sheet	2 submittals \$ 100.00	
	Color Copies	5 sheets @	10 copies @ \$ 1.00 per sheet	2 submittals \$ 100.00	
	Full Size Copies	10 sheets @	10 copies @ \$ 0.80 per sheet	2 submittals \$ 160.00	
	Mylar	0 sheets @	0 copies @ \$ 9.00 per sheet	0 submittals \$ -	
	FedEx / Messenger		0 deliveries @ \$ 20.00 per delivery	\$ -	
	Legal Notices & Advertising				
			Subtotals	\$ 360.00	\$ -
6	<u>Meetings</u>				
	Vehicle Days	0 vehicle @	0 days @ \$ 65.00 per day		\$ -
	Mileage	7 trips @	30 miles @ \$ 0.55 per mile	\$ 115.50	
	Letter Size Copies	10 sheets @	10 copies @ \$ 0.10 per sheet	7 submittals \$ 70.00	
	Color Copies	2 sheets @	10 copies @ \$ 1.00 per sheet	7 submittals \$ 140.00	
	Full Size Copies	5 sheets @	1 copies @ \$ 0.80 per sheet	7 submittals \$ 28.00	
	Mylar	0 sheets @	0 copies @ \$ 9.00 per sheet	0 submittals \$ -	
	FedEx / Messenger		0 deliveries @ \$ 20.00 per delivery	\$ -	
	Legal Notices & Advertising				
			Subtotals	\$ 353.50	\$ -
7	<u>Project Report</u>				
	Vehicle Days	0 vehicle @	0 days @ \$ 65.00 per day		\$ -
	Mileage	0 trips @	0 miles @ \$ 0.55 per mile		\$ -
	Letter Size Copies	150 sheets @	15 copies @ \$ 0.10 per sheet	2 submittals \$ 450.00	
	Color Copies	10 sheets @	15 copies @ \$ 1.00 per sheet	2 submittals \$ 300.00	
	Full Size Copies	0 sheets @	0 copies @ \$ 0.80 per sheet	0 submittals \$ -	
	Mylar	0 sheets @	0 copies @ \$ 9.00 per sheet	0 submittals \$ -	
	FedEx / Messenger		3 deliveries @ \$ 20.00 per delivery	\$ 60.00	
	Legal Notices & Advertising				
			Subtotals	\$ 810.00	\$ -
			<b>Totals</b>	<b>\$ 2,205.00</b>	<b>\$ 682.50</b>





environmental engineers  
and consultants

915 Harger Road, Suite 330  
Oak Brook, IL 60523  
Phone (630) 684-9100  
Fax (630) 684-9120  
Website: <http://huffhuff.com>

January 7, 2015

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

**Re: Environmental Services  
Kuhn Road Bike Path  
DuPage County, Illinois  
Proposal No.: 81PT00175.15**

Dear Mr. Block:

Huff & Huff, Inc. (Consultant) is pleased to submit this proposal to conduct a Preliminary Environmental Site Assessment (PESA) and wetland delineations for the referenced project. This proposal presents our project approach, the scope of services, cost, and schedule for completing the project.

## **1. INTRODUCTION**

This Scope-of-Services pertains to the preparation of a PESA, conducting wetland and "Waters of the U.S." (WOUS) delineations for the proposed bike path along Kuhn Road between Lies Road and Army Trail Road in Carol Stream, DuPage County, Illinois.

The PESA and wetland/WOUS delineation will be conducted along Kuhn Road between Lies Road and Army Trail Road.

## **2. SCOPE OF SERVICES**

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

H&H will prepare an all-inclusive Preliminary Environmental Site Assessment for the Kuhn Road Bike Path improvements project. The process will follow general protocols contained within:

- A Manual for Conducting Preliminary Environmental Site Assessments for Illinois Department of Transportation (IDOT) Highway Projects (Erdmann et al., 2012)
- ASTM International (ASTM) standard 1527-13
- The IDOT's Bureau of Design and Environment (BDE) Procedure Memorandum Number 10-07, *Special Waste Procedures*. This memo was incorporated into Chapter 27-3 of the IDOT BDE Manual in June 2012.

- IDOT Bureau of Local Roads and Streets (BLRS) Manual, Chapter 20-12, Special Waste, July 2013.
- Public Act 96-1416
- Clean Construction or Demolition Debris Fill Operations (CCDD) and Uncontaminated Soil Fill Operations: Amendments to 35 Illinois Administrative Code 1100. Effective on August 27, 2012.

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

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

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

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

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

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

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

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

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

- a) The project location and description
- b) Historical uses of corridor.
- c) The area geology and hydrology.
- d) The environmental status of sites adjacent to the corridor regarding chemical use and storage, underground and aboveground storage tanks, solid waste, special waste, and hazardous waste, and PCBs.
- e) An analysis of the site inspection.

- f) A summary of the findings regarding any environmental concerns. This will include IDOT's per Memo 66-10 and identification of Potentially Impacted Properties (PIPs) per Subpart F, Section 1100, 35 IAC, related to Clean Construction Demolition Debris management.

## **Task 2 – Wetland and WOUS Delineation**

Consultant will conduct wetland and WOUS delineations along Kuhn Road between Lies Road and Army Trail Road.

### **A. Off-site Record/Document Review**

Based on available mapping, it is anticipated that wetlands and WOUS are not present within the project limits. The following records/documents will be reviewed prior to conducting the field investigation. Soils information will be reviewed to determine the soil types encountered during the delineation procedures. The sources reviewed and to be used include:

- U.S. Geological Survey Topographic Maps
- National Wetlands Inventory Maps
- DuPage County Soil Survey
- DuPage County Wetland Maps
- DuPage County Regulatory Flood Maps
- DuPage County Flood Insurance Rate Maps
- Hydric Soils of the United States
- Aerial Photographs

The Natural Resource Conservation Service (NRCS) no longer conducts farmed wetland determinations for areas of agricultural conversion. The project does not include agricultural areas. Therefore, a Farmed Wetland Determination (FWD) is not included in the scope.

### **B. On-Site Investigation (Field Inventory)**

The on-site investigation will be conducted by our environmental staff experienced in Federal methods for conducting wetland delineations. Our staff will classify and define hydric soils, hydrophytic vegetation, and evidence of hydrology to determine if wetlands are present. If wetlands and/or WOUS are present, they will be delineated and the wetland perimeters will be surveyed in the field by Consultant using Global Positioning System (GPS). The Consultant will delineate all wetlands and WOUS within 25-feet on each side of the proposed bike path.

A wetland delineation of the project site will be conducted that will meet the requirements of Executive Order 11990, "Protection of Wetlands;" Section 404 of the Federal Water Pollution Control Act as amended by the Clean Water Act (Corps of Engineers, Section 404 Permit) and the Illinois Environmental Protection Agency (IEPA Section 401 Guidelines) regulations. These regulations pertain to the placement of fill or alterations of drainage within wetlands of any type and apply to privately as well as publicly owned wetlands. The investigation will meet the requirements of these regulations by identifying the type, functions, and approximate boundaries of the involved wetlands.

Wetlands found will be classified according to type using the “*Classification of Wetlands and Deep Water Habitats of the United States*” by Cowardin. Wetland boundaries will be defined using the *COE Midwest Region Manual* (COE, 2010). This includes a soil investigation to determine the presence or absence of hydric soils and an analysis of the dominant plant species. Field observations will be made on any evidence indicating the hydrology of the area and on water sources that are supporting these wetlands. Functions of these wetlands will be evaluated from field observations.

The entire project area will be investigated in the event that unmapped wetlands are present. All areas that exhibit wetland characteristics within the project limits will be investigated.

Time under this task also includes conducting a wetland boundary verification with Carol Stream and DuPage County as required by the DuPage County Countywide Stormwater and Flood Plain Ordinance.

### **Task 3 – Wetland Delineation Report**

A wetland delineation report will be prepared summarizing the findings of the fieldwork. Based on available information, wetlands are present and this report will be needed. Specific items to be included are as follows:

- Map showing the wetland boundaries and project boundaries
- Aerial photograph with the appropriate limits of delineated wetlands
- COE data sheets with color photos
- Written description of wetland functional classification
- Floristic Quality Index Rating assessment
- Wildlife Assessment
- Wetland and “Waters of the U.S.” Buffer Assessment
- Minimization of impacts
- Mitigation options

DuPage County utilizes the COE guidance on the growing season which requires that all delineations be completed between April 15 and October 15. Delineations conducted outside this timeframe may be considered preliminary and insufficient for permitting purposes. This scope assumes that wetland delineations will be completed between April 15 and October 15.

### **Task 4 - Project Management/Administration**

This task covers items necessary to manage the project, including preparation of quarterly reports, scheduling, and coordination with the prime consultant.

## **3. PROJECT COSTS**

The estimated manhours and project costs are tabulated in the attached tables.

**81PT00175.15. TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES**

© 2008 by GZA GeoEnvironmental, Inc.

TranSystems Corporation  
Proposal No: 81.PT00175.15.FY2015

Site: Kuhn Road Bike Path

These Terms and Conditions, together with Consultant's Proposal, make up the Agreement between with Consultant, TranSystems Corporation, named above.

1. **Services.** H&H will perform the services set forth in its Proposal and any amendments or change orders authorized by you. Any request or direction from you that would require extra work or additional time for performance or would result in an increase in H&H's costs will be the subject of a negotiated amendment or change order.

2. **Standard of Care.** H&H will perform the services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality. **NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE OR INTENDED BY H&H'S PROPOSAL OR BY ANY OF H&H'S ORAL OR WRITTEN REPORTS.**

3. **Payment.**

- a. Except as otherwise stated in the Proposal, you will compensate H&H for the services at the rates set forth in the applicable Proposal, amendment or change order; reimburse its expenses, which will include a communication fee calculated as a percentage of labor invoiced; and pay any sales or similar taxes thereon.
- b. Any retainer specified in H&H's Proposal shall be due prior to the start of services and will be applied to the final invoice for services.
- c. H&H will submit invoices periodically, and payment will be due within 20 days from invoice date. Overdue payments will bear interest at 1½ percent per month or, if lower, the maximum lawful rate. H&H may terminate its services upon 10 days' written notice anytime your payment is overdue on this or any other project and you will pay for all services through termination, plus termination costs. You will reimburse H&H's costs of collecting overdue invoices, including reasonable attorneys' fees.

4. **Your Responsibilities.**

- a. Except as otherwise agreed, you will secure the approvals, permits, licenses and consents necessary for performance of the services. If you are the owner or operator of the Site, you will provide H&H with all documents, plans, information concerning underground structures (including but not limited to utilities, conduits, pipes, and tanks), information related to hazardous materials or other environmental or geotechnical conditions at the site and other information that may be pertinent to the services or, if you are not the owner or operator of the Site, you agree to make reasonable efforts to obtain these same documents and provide them to H&H. Unless otherwise indicated in writing, H&H will be entitled to rely on documents and information you provide.
- b. If you use the services of a construction contractor at the Site, you agree to use best and reasonable efforts to include in your agreement(s) with the construction contractor provisions obligating the latter:
  - (i) to indemnify, defend and hold harmless, to the fullest extent permitted by law, you and H&H, its officers, employees and principals, for or on account of any claims, liabilities, costs and expenses, including attorneys' fees, arising out of or relating to the design or implementation of construction means, methods, procedures, techniques, and sequences of construction, including safety precautions or programs, of the contractor, or any of its subcontractors or any engineer engaged by it;
  - (ii) to name you and H&H as additional insureds under general liability and builder's risk insurance coverages maintained by the contractor, or any of its subcontractors; and
  - (iii) to require that all of its subcontractors agree and be bound to the obligations set forth in (i) and (ii) above.
- c. In the event that you are unable to secure such provisions in the agreement(s) with the construction contractor, you shall promptly notify H&H and H&H shall have the opportunity to negotiate with you reasonable substitute risk allocation and insurance indemnities and protections.

5. **Right of Entry.** You grant H&H and its subcontractor(s) permission to enter the site to perform the services. If you do not own the site, you represent and warrant that the owner has granted permission for H&H to enter the site and perform the services; you will provide reasonable verification on request; and you will indemnify H&H for any claims by the site owner related to alleged trespass by H&H or its subcontractors.

**6. Reliance.** The services, information, and other data furnished by you shall be at your expense, and H&H may rely upon all information and data that you furnish, including the accuracy and completeness thereof. You acknowledge that the quality of the services provided by H&H is directly related to the accuracy and completeness of the information and data that you furnish to H&H. **H&H'S REPORTS ARE PREPARED FOR AND MADE AVAILABLE FOR YOUR SOLE USE. YOU ACKNOWLEDGE AND AGREE THAT USE OF OR RELIANCE UPON THE REPORT OR THE FINDINGS IN THE REPORT BY ANY OTHER PARTY, OR FOR ANY OTHER PROJECT OR PURPOSE, SHALL BE AT YOUR OR SUCH OTHER PARTY'S SOLE RISK AND WITHOUT ANY LIABILITY TO H&H.**

**7. H&H Professionals.** H&H employees or consultants may act as licensed, certified or registered professionals (including but not limited to Professional Engineers, Licensed Site or Environmental Professionals, or Certified Industrial Hygienists, collectively referred to in this section as "H&H Professionals") whose duties may include the rendering of independent professional opinions. You acknowledge that a federal, state or local agency or other third party may audit the services of H&H or other contractor/consultant(s), which audit may require additional services, even though H&H and such H&H Professionals have each performed such services in accordance with the standard of care set forth herein. You agree to compensate H&H for all services performed in response to such an audit, or to meet additional requirements resulting from such an audit, at the rates set forth in the applicable Proposal, amendment or change order.

**8. Hazardous Materials; H&H "Not a Generator".** Before any hazardous or contaminated materials are removed from the site, you will sign manifests naming you as the generator of the waste (or, if you are not the generator, you will arrange for the generator to sign). You will select the treatment or disposal facility to which any waste is taken. H&H will not be the generator or owner of, nor will it possess, take title to, or assume legal liability for any hazardous or contaminated materials at or removed from the site. H&H will not have responsibility for or control of the site or of operations or activities at the site other than its own. H&H will not undertake, arrange for or control the handling, treatment, storage, removal, shipment, transportation or disposal of any hazardous or contaminated materials at or removed from the site, other than any laboratory samples it collects or tests. You agree to defend, indemnify and hold H&H harmless for any costs or liability incurred by H&H in defense of or in payment for any legal actions in which it is alleged that H&H is the owner, generator, treater, storer or disposer of hazardous waste.

**9. Limits on H&H's Responsibility.** H&H will not be responsible for the acts or omissions of contractors or others at the site, except for its own subcontractors and employees. H&H will not supervise, direct or assume control over or the authority to stop any contractor's work, nor shall H&H's professional activities or the presence of H&H or its employees and subcontractors be construed to imply that H&H has authority over or responsibility for the means, methods, techniques, sequences or procedures of construction, for work site health or safety precautions or programs, or for any failure of contractors to comply with contracts, plans, specifications or laws. Any opinions by H&H of probable costs of labor, materials, equipment or services to be furnished by others are strictly estimates and are not a guarantee that actual costs will be consistent with the estimates.

**10. Changed Conditions.**

- a. You recognize the uncertainties relating to the furnishing of professional services, which often require a phased or exploratory approach, with the need for additional services becoming apparent during the initial services. You also recognize that actual conditions encountered may vary significantly from those anticipated, that laws and regulations are subject to change, and that the requirements of regulatory authorities are often unpredictable.
- b. If changed or unanticipated conditions or delays make additional services necessary or result in additional costs or time for performance, H&H will notify you and the parties will negotiate appropriate changes to the scope of services, compensation and schedule.
- c. If no agreement can be reached, H&H will be entitled to terminate its services and to be equitably compensated for the services already performed. H&H will not be responsible for delays or failures to perform due to weather, labor disputes, intervention by or inability to get approvals from public authorities, acts or omissions on your part or any other causes beyond H&H's reasonable control, and you will compensate H&H for any resulting increase in its costs.

**11. Documents and Information.** All documents, data, calculations and work papers prepared or furnished by H&H are instruments of service and will remain H&H's property. Designs, reports, data and other work product delivered to you are for your use only, for the limited purposes disclosed to H&H. Any delayed use, use at another site, use on another project, or use by a third party will be at the user's sole risk, and without any liability to H&H. Any technology, methodology or technical information learned or developed by H&H will remain its property. Provided H&H is not in default under this Agreement, H&H's designs will not be used to complete this project by others, except by written agreement relating to use, liability and compensation.

**12. Electronic Media.** In accepting and utilizing any drawings, reports and data on any form of electronic media generated by H&H, you covenant and agree that all such electronic files are instruments of service of H&H, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights. In the event of a conflict between the signed documents prepared by H&H and electronic files, the signed documents shall govern. You agree not to reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Any transfer of these electronic files to others or reuse or modifications to such files by you without the prior written consent of H&H will be at the user's sole risk and without any liability to H&H.

**13. Confidentiality; Subpoenas.** Information about this Agreement and H&H's services and information you provide to H&H regarding your business and the site, other than information available to the public and information acquired from third parties, will be maintained in confidence and will not be disclosed to others without your consent, except as H&H reasonably believes is necessary: (a) to perform its services; (b) to comply with professional standards to protect public health, safety and the environment; and (c) to comply with laws and court orders. H&H will make reasonable efforts to give you prior notice of any disclosure under (b) or (c) above. You will reimburse H&H for responding to any subpoena or governmental inquiry or audit related to the services, at the rates set forth in the applicable Proposal, amendment or change order.

**14. Insurance.** During performance of the services, H&H will maintain workers compensation, commercial general liability, automobile liability, and professional liability insurance. H&H will furnish you certificates of such insurance on request.

**15. Indemnification.** You agree to hold harmless, indemnify, and defend H&H and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "H&H") against all claims, suits, fines and penalties, including mandated cleanup costs and attorneys' fees and other costs of settlement and defense, which claims, suits, fines, penalties or costs arise out of or are related to this Agreement or the services, except to the extent they are caused by H&H's negligence or willful misconduct.

**16. Limitation of Remedies.**

- a. To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the aggregate liability of H&H and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "H&H") for all claims arising out of this Agreement or the services is limited to \$50,000 or, if greater, 10% of the compensation received by H&H under this Agreement.
- b. You may elect to increase the limit of liability by paying an additional fee, such fee to be negotiated prior to the execution of this Agreement.
- c. Any claim will be deemed waived unless received by H&H within one year of substantial completion of the services.
- d. H&H will not be liable for lost profits, loss of use of property, delays, or other special, indirect, incidental, consequential, punitive, exemplary or multiple damages.
- e. H&H will not be liable to you or the site owner for injuries or deaths suffered by H&H's or its subcontractors' employees.
- f. You will look solely to H&H for your remedy for any claim arising out of or relating to this Agreement, including any claim arising out of or relating to alleged negligence or errors or omissions of any H&H principal, officer, employee or agent.

**17. Disputes.**

- a. All disputes between you and H&H shall be subject to non-binding mediation.
- b. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring that the matter be mediated within forty-five (45) days of service of notice.
- c. The mediation shall be administered by the American Arbitration Association in accordance with its most recent Construction Mediation Rules, or by such other person or organization as the parties may agree upon.
- d. No action or suit may be commenced unless mediation has occurred but did not resolve the dispute, or unless a statute of limitation period would expire if suit were not filed prior to such forty-five (45) days after service of notice.

**18. Miscellaneous.**

- a. Massachusetts law shall govern this Agreement.
- b. The above terms and conditions regarding Limitation of Remedies and Indemnification shall survive the completion of the services under this Agreement and the termination of the contract for any cause.
- c. Any amendment to these Terms and Conditions must be in writing and signed by both parties.
- d. Having received these Terms and Conditions, your oral authorization to commence services, your actions, or your use of the Report or Work Product constitutes your acceptance of them.

- e. This Agreement supersedes any contract terms, purchase orders or other documents issued by you.
- f. Neither party may assign or transfer this Agreement or any rights or duties hereunder without the written consent of the other party.
- g. Your failure or the failure of your successors or assigns to receive payment or reimbursement from any other party for any reason whatsoever shall not absolve you, your successors or assigns of any obligation to pay any sum to H&H under this agreement.
- h. These Terms and Conditions shall govern over any inconsistent terms in H&H's Proposal.
- i. The provisions of this Agreement are severable; if any provision is unenforceable it shall be appropriately limited and given effect to the extent it is enforceable.
- j. The covenants and agreements contained in this Agreement shall apply to, inure to the benefit of and be binding upon the parties hereto and upon their respective successors and assigns.

BOTH PARTIES HERETO WARRANT AND REPRESENT that they have full right, power, and authority to execute this Contract.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the day and year first specified above.

CONSULTANT  
HUFF & HUFF, INC.

CLIENT  
TRANSYSTEMS CORPORATION



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

By Linda L. Huff, P.E.  
Typed Name

\_\_\_\_\_  
Typed Name

Principal  
Officer's Title

\_\_\_\_\_  
Officer's Title

January 7, 2015  
Date

\_\_\_\_\_  
Date





**Payroll Escalation Table  
Fixed Raises**

FIRM NAME Huff & Huff, Inc.  
PRIME/SUPPLEMENT Transystems

DATE 1/7/2015  
PTB NO. \_\_\_\_\_

CONTRACT TERM 12 MONTHS  
START DATE 2/1/2015  
RAISE DATE 3/1/2015

OVERHEAD RATE 148.80%  
COMPLEXITY FACTOR 0  
% OF RAISE 3.00%

**ESCALATION PER YEAR**

2/1/2015 - 3/1/2015

3/2/2015 - 2/1/2016

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

1  
12

11  
12

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

= 8.33%  
= 1.0275

94.42%

**The total escalation for this project would be:**

**2.75%**



**Payroll Rates**

**FIRM NAME** Huff & Huff, Inc. **DATE** 1/7/2015  
**PRIME/SUPPLEMENT** Transystems  
**PTB NO.** \_\_\_\_\_

**ESCALATION FACTOR** **2.75%**

<b>CLASSIFICATION</b>	<b>CURRENT RATE</b>	<b>ESCALATED RATE</b>
Principal	\$70.00	\$70.00
Senior Geotechnical Cons.	\$56.96	\$58.53
Senior Consultant	\$52.89	\$54.34
Senior Geologist PM	\$53.26	\$54.72
Senior Engineering PM	\$38.48	\$39.54
Senior Scientist PM	\$41.11	\$42.24
Senior Planning PM	\$43.51	\$44.71
Engineering PM	\$37.02	\$38.04
Geologist PM	\$38.47	\$39.53
Scientist PM II	\$32.94	\$33.85
Scientist PM II	\$39.67	\$40.76
Asst. PM Engineer II	\$36.54	\$37.54
Asst. PM Engineer I	\$28.85	\$29.64
Asst. PM Planning	\$30.77	\$31.62
Sr. Technical Specialist	\$41.83	\$42.98
Sr. CADD Specialist	\$30.29	\$31.12
Environmental Engineer	\$31.74	\$32.61
Environmental Scientist E1	\$24.04	\$24.70
Environmental Scientist E2	\$22.12	\$22.73
Administrative Managers	\$37.26	\$38.28
Sr. Administrative Asst.	\$26.00	\$26.72
Administrative Assistant	\$21.16	\$21.74
Senior PM II	\$57.69	\$59.28
Senior PM I	\$38.70	\$39.76
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00



**Illinois Department  
of Transportation**

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

Firm Huff & Huff, Inc.  
 Route Kuhn Road Trail  
 Section \_\_\_\_\_  
 County DuPage  
 Job No. \_\_\_\_\_  
 PTB & Item \_\_\_\_\_

Date 1/7/2015

Overhead Rate 148.80%

Complexity Factor 0

Item	Manhours	Payroll	Overhead & Fringe Benefits	In-House Direct Costs	Fixed Fee	Outside Direct Costs	Services By Others	Total	% of Grand Total
PESA	52	1,594.31	2,372.33	94.70	588.89	340.00	0.00	4,990.23	46.39%
Wetland/WOUS Delineation	14	473.84	705.08	25.40	174.63	0.00	0.00	1,378.94	12.82%
Wetland/WOUS Report	42	1,386.40	2,062.96	10.96	501.75	40.00	0.00	4,002.06	37.20%
Project Administration	4	135.38	201.45	0.00	48.84	0.00	0.00	385.67	3.59%
<b>TOTALS</b>	112	3,589.93	5,341.81	131.06	1,314.11	380.00	0.00	10,756.90	100.00%



Route Kuhn Road Trail  
 Section \_\_\_\_\_  
 County DuPage  
 Job No. \_\_\_\_\_  
 PTB/Item \_\_\_\_\_

Consultant Huff & Huff, Inc.

**Average Hourly Project Rates**

Date 1/7/2015

Sheet 1 OF 1

Payroll Classification	Avg Hourly Rates	Total Project Rates			PESA			Wetland/WOUS Delineations			Wetland/WOUS Report			Project Administration					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Principal	70.00	1	0.89%	0.63	1	1.92%	1.35												
Senior Consultant	54.34	3	2.68%	1.46							3	7.14%	3.88						
Geologist PM	39.53	2	1.79%	0.71	2	3.85%	1.52												
Scientist PM II	33.85	42	37.50%	12.69				14	100.00%	33.85	24	57.14%	19.34	4	100.00%	33.85			
Asst. PM Engineer I	29.64	42	37.50%	11.12	42	80.77%	23.94												
Sr. CADD Specialist	31.12	9	8.04%	2.50	3	5.77%	1.80				6	14.29%	4.45						
Environmental Scientist E1	24.70	8	7.14%	1.76							8	19.05%	4.70						
Sr. Administrative Asst.	26.72	5	4.46%	1.19	4	7.69%	2.06				1	2.38%	0.64						
		0																	
		0																	
<b>TOTALS</b>		112	100%	\$32.05	52	100%	\$30.66	14	100%	\$33.85	42	100%	\$33.01	4	100%	\$33.85	0	0%	\$0.00

**HUFF & HUFF, INC.**  
**SUMMARY OF INHOUSE DIRECT COSTS**

Project: Transystems Kuhn Road


						<u>DIRECT</u>
<b>PESA</b>						
Trips - Company	20 miles	x	2 x	\$ 0.56	= \$	22.40
Tolls			2 x	\$ 1.50	= \$	3.00
Color copies	3 sets	x	200 x	\$ 0.11	= \$	66.00
Photo sheets	3 sets	x	10 x	\$ 0.11	= \$	3.30
			0 x	\$ -	= \$	-
						<b>Task Total</b>
						<b>\$ 94.70</b>
 <b>Wetland/WOUS Delineation</b>						
Trips - Company	20 miles	x	2 x	\$ 0.56	= \$	22.40
Tolls			2 x	\$ 1.50	= \$	3.00
			0 x	\$ -	= \$	-
						<b>Task Total</b>
						<b>\$ 25.40</b>
 <b>Wetland/WOUS Report</b>						
Reproduction	4 sets	x	40 x	\$ 0.03	= \$	4.80
Color copies	4 sets	x	10 x	\$ 0.11	= \$	4.40
Photo sheets	4 sets	x	4 x	\$ 0.11	= \$	1.76
			0 x	\$ -	= \$	-
						<b>Task Total</b>
						<b>\$ 10.96</b>
 <b>Project Admin</b>						
			0 x	\$ -	= \$	-
						<b>Task Total</b>
						<b>\$ -</b>
<b>GRAND TOTAL</b>						<b>\$ 131.06</b>

**HUFF & HUFF, INC.**  
**SUMMARY OF OUTSIDE DIRECT COSTS**

Project: Transystems Kuhn Road

				<u>OUTSIDE</u>
<b>PESA</b>				
Federal Express	1 x	\$ 20.00	= \$	20.00
Records Search	1 x	\$ 320.00	= \$	320.00
_____	0 x	\$ -	= \$	-
		<u>Task Total</u>	<u>\$</u>	<u>340.00</u>
 <b>Wetland/WOUS Delineation</b>				
_____	0 x	\$ -	= \$	-
		<u>Task Total</u>	<u>\$</u>	<u>-</u>
 <b>Wetland/WOUS Report</b>				
Federal Express	2 x	\$ 20.00	= \$	40.00
_____	0 x	\$ -	= \$	-
		<u>Task Total</u>	<u>\$</u>	<u>40.00</u>
 <b>Project Admin</b>				
_____	0 x	\$ -	= \$	-
		<u>Task Total</u>	<u>\$</u>	<u>-</u>
 <b>GRAND TOTAL</b>				 <b>\$ 380.00</b>

*Village Of Carol Stream*  
Interdepartmental Memo

**TO:** Joseph Breinig, Village Manager  
**FROM:** Adam Frederick, Civil Engineer II   
**DATE:** August 31, 2015  
**RE:** **Award of Contract - 2015 Crackfilling Contract**

On August 31<sup>st</sup> at 11:00 a.m. Engineering Staff opened bids for the referenced project. The following bids were read aloud:

Denler Inc., Mokena, IL	\$ 108,680.00
SKC Construction, Inc., West Dundee, IL	\$ 113,995.00
Engineer's Estimate and Budget	\$ 135,000.00

It is apparent that out of state contractors are no longer bidding due to the "Employment of Illinois Workers on Public Works Act". This law requires that in times of high unemployment (over 5%) public works projects using State of Illinois funding must use 90% Illinois labor. The latest figure for the Illinois unemployment rate is at 5.8%. Low bidders from previous years from out of state cannot meet this requirement.

The low bid received was under the budget and the Engineer's Estimate of \$135,000.00 by \$26,320.00 (19%).

Staff therefore recommends award of the contract to Denler, Inc. at the bid unit prices submitted.

Attachments (Bid Tabs)


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

**Bid Tabulation  
2015 Crackfilling  
Bid Opened  
8/31/15**

Item #	ITEM	UNIT	QTY	Village of Carol Stream Engineering Dept.		SKC Construction, Inc. Des Plaines, IL 60118		Denler, Inc. Mokena, IL 60448	
				UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT
1	Fiber - Asphalt	LB	74,500	\$1.75	\$130,375.00	\$1.51	\$112,495.00	\$1.44	\$107,280.00
2	Fine Aggregate (FA-6)	TON	20	\$50.00	\$1,000.00	\$15.00	\$300.00	\$20.00	\$400.00
3	Traffic Control and Protection	LS	1	\$3,625.00	\$3,625.00	\$1,200.00	\$1,200.00	\$1,000.00	\$1,000.00
	Total Estimate Maintenance Cost				\$135,000.00		\$113,995.00		\$108,680.00



*Village Of Carol Stream*  
Interdepartmental Memo

**TO:** Joseph Breinig, Village Manager  
**FROM:** Adam Frederick, Civil Engineer II   
**DATE:** September 1, 2015  
**RE:** **Award of Contract - 2015 Pavement Patching Contract**

On September 1<sup>st</sup> at 11:00 a.m. Engineering Staff opened bids for the referenced project. The following bids were read aloud:

K-Five Construction Corp., Lemont, IL	\$ 164,980.00
ALamp, Schaumburg, IL	\$ 147,455.00
Builders Paving, Hillside, IL	\$ 141,422.00
Arrow Road Construction, Mt. Prospect, IL	\$ 122,680.00
Schroeder Asphalt Services, Inc., Huntley, IL	\$ 120,971.50
Chicagoland Paving, Lake Zurich, IL	\$ 99,900.00
Brothers Asphalt Paving, Addison, IL	\$ 93,058.00
Engineer's Estimate	\$ 119,384.00

The low bid received was under the budget and the Engineer's Estimate of \$119,384.00 by \$26,326.00 (22%).


Staff therefore recommends award of the contract to Brothers Asphalt Paving at the bid unit prices submitted.

Attachments (Bid Tabs)

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



*Village of Carol Stream*  
Interdepartmental Memo

TO: Joseph Breinig, Village Manager  
FROM: William N. Cleveland, Assistant Village Engineer   
DATE: August 31, 2015  
RE: 2014 Flexible Pavement Project - Final Payment and Acceptance

Engineering has received final waivers and we are now recommending final payment be made for the referenced project. No Motor Fuel Tax funds were used for this project; therefore IDOT documents are not required.

The reason this project has not been closed is because a subcontractor went out of business and the contractor was unable to obtain waivers. In order to remove the Village from possible legal claims and close the project, the Village Attorney has drafted an Indemnification and Hold Harmless Agreement that has been executed by Arrow Road and needs to be signed by the Village Manager.

This project was completed for \$2,790,840.41. It was \$509,159.59 (15.4%) under the budget amount of \$3,300,000.00 and \$137,442.32 (4.5%) under the contract (\$2,928,262.73) based on actual field measured quantities.

Engineering staff therefore recommends the Agreement be signed by the Village Manager, approval of final payment in the amount of \$6,336.00 be made to Arrow Road Construction Company and acceptance of the public improvements for the 2014 Flexible Pavement Project.

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



# Arrow Road Construction Co.

3401 South Busse Road - P.O. Box 334 • Mount 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

August 27, 2015

Mr. Bill Cleveland  
Village of Carol Stream  
500 N. Gary Avenue  
Carol Stream, IL 60188



RE: Carol Stream 2014 Flexible  
Pavement Program – Various Streets  
Arrow Job No.: 71614

Dear Mr. Cleveland,

We are pleased to return two (2) executed originals of the *Indemnification and Hold Harmless Agreement* for the above referenced project. Please be sure that one fully executed original is returned to our office for our files.

Sincerely,

Arrow Road Construction Co.

John S. Mueller  
Assistant Secretary

JSM/mf  
Enclosures



**INDEMNIFICATION AND  
HOLD HARMLESS AGREEMENT**

This Indemnity and Hold Harmless Agreement is entered into this 27<sup>th</sup> day of August, 2015, by and between the Village of Carol Stream, DuPage County, Illinois (the "Village"), and Arrow Road Construction, Inc. ("Arrow").

**WHEREAS**, on or about March 17, 2014 the Village and Arrow entered into a Contract for the Village's 2014 Flexible Pavement Project for reconstruction and repair of certain roads within the Village (the Project); and

**WHEREAS**, JNC Construction, Inc. (JNC) was a subcontractor of Arrow and performed work on the Project; and

**WHEREAS**, Arrow has represented to the Village that the amount of \$6,336.00 is due and owing for work JNC performed on the Project, however, Arrow, despite numerous efforts, has been unable to receive any Final Waiver of Lien from JNC.

**WHEREAS**, Illinois law provides that any person who shall furnish material, apparatus, fixtures, machinery or labor to any contractor having a contract for public improvement for any municipal corporation in this State, shall have a lien for the value thereof on the money, bonds, or warrants due or to become due the contractor having a contract with such municipal corporation under such contract; and

**WHEREAS**, Arrow represents that the amount of \$6,336.00 due to JNC, but further represents that neither JNC, nor any successor or assign of JNC, has any basis in law or fact to any lien upon said funds and seeks to have the Village release the final amount due under the Contract to Arrow in the amount of \$6,336.00; and

**WHEREAS**, Arrow agrees to assume any and all risk and expense that the Village has or may have in connection with an immediate release of money to Arrow and has further agreed to

turn over the amount of \$6,336.00 to JNC or such other entity that make a valid legal claim on said funds; and;

**WHEREAS**, it is the express purpose of this Agreement that Arrow shall assume any and all such expense and risk in connection with such funds and to allow the Village to close out the Project.

**NOW, THEREFORE**, in order to induce the Village to release the funds and to disburse the amount of \$6,336.00 to Arrow and in consideration of the matters described in the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals**. The recitals are incorporated herein by reference;
2. **Indemnification and Hold Harmless**. Arrow hereby agrees at its sole cost and expense, to unconditionally indemnify, defend and hold harmless the Village, its trustees, officers, employees and agents against any demand, loss, liability, damage, expenses, claims, penalties, fines, liens, injunctions, suits, proceedings, disbursements or expenses (including, without limitation, attorney's and expert's fees and disbursements and court costs), which may be incurred by or asserted against the Village, its trustees, officers, employees and agents resulting (directly or indirectly) from the Village's release of the \$6,336.00 to Arrow.

Arrow shall assume the expense of defending any and all suits, claims, complaints for accounting or foreclosure of liens on public funds, administrative and court proceedings and disputes of any kind or description with all persons and/or entities arising out of the matters to be indemnified under this Agreement.

Arrow shall pay, promptly upon entry, any non-appealable order, judgment or other final resolution of any claim or dispute arising out of the matters to be indemnified under this

Agreement and shall pay promptly when due any fines, penalties or agreed settlements arising out of the matters to be indemnified under this Agreement.

If Arrow fails to meet its obligations and duties required hereunder, Arrow shall be liable for all reasonable costs, fees and damages that may be sustained or incurred by the Village in pursuit of its rights and/or remedies under this Agreement, including all attorney's fees incurred by the Village in bringing a suit to enforce the provisions of this Agreement.

3. **Authority to Execute Agreement.** The persons who have signed below represent and warrant that they have all necessary authority to execute this Agreement.

**IN WITNESS WHEREOF**, this Agreement has been executed as of the date first above written.

**VILLAGE OF CAROL STREAM**

**ARROW CONSTRUCTION, INC.**


\_\_\_\_\_  
Village Manager

  
\_\_\_\_\_  
Title: President


**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Village Clerk

  
\_\_\_\_\_  
Secretary

*Village Of Carol Stream*  
Interdepartmental Memo

**TO:** Joseph Breinig, Village Manager  
**FROM:** Adam Frederick, Civil Engineer II   
**DATE:** September 3, 2015  
**RE:** **Reject All Bids - 2015 Drainage Improvements Project**

On September 2nd at 11:00 a.m. Engineering Staff opened one bid for the referenced project. The one bid was read aloud:

ALamp, Schaumburg, IL	\$ 120,220.00
Engineer's Estimate	\$ 60,582.50

Three contractors picked up plans for the project and the only bid received was from ALamp which was near double the Engineer's Estimate of \$60,582.50. Staff may need to revisit the scope of the project, the time of year the project is bid or consider incorporating this work into the annual flexible pavement project in the future.

Due to the significant overage with ALamp's bid, staff recommends rejecting the bid and holding off to do a larger project next construction season.

Attachments (Bid Tabs)

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




## 2015 Drianage Improvements Project Bid Tabs

ITEM NO.	ITEM	UNIT	QTY	Engineer's Estimate		A Lamp Schaumburg	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Traffic Control & Protection	L SUM	1	5,000.00	\$5,000.00	\$27,500.00	\$27,500.00
2	Aggregate for Temporary Access	TON	20	30.00	\$600.00	\$25.00	\$500.00
3	Inlet, CB, MH to be Repaired	EACH	5	325.00	\$1,625.00	\$1,850.00	\$9,250.00
4	Inlet, CB, MH to be Adjusted	EACH	15	475.00	\$7,125.00	\$1,500.00	\$22,500.00
5	Inlet, CB, MH to be Reconstructed	EACH	6	1,800.00	\$10,800.00	\$2,350.00	\$14,100.00
6	New Frame and Grate	EACH	3	425.00	\$1,275.00	\$750.00	\$2,250.00
7	Detectable Warning	SF	24	30.00	\$720.00	\$50.00	\$1,200.00
8	Sidewalk Removal & Replacement	SF	75	6.50	\$487.50	\$50.00	\$3,750.00
9	Comb. C&G Removal & Replacement	FOOT	540	30.00	\$16,200.00	\$25.00	\$13,500.00
10	P.C.C. Base Course Patch, 10"	SQ YD	30	80.00	\$2,400.00	\$150.00	\$4,500.00
11	P.C.C. Driveway Pavement Patch, 6"	SQ YD	47	75.00	\$3,525.00	\$165.00	\$7,755.00
12	HMA Driveway Pavement Patch, 2.5"	SQ YD	10	32.00	\$320.00	\$100.00	\$1,000.00
13	Class D Patches, 4 INCH	SQ YD	191	55.00	\$10,505.00	\$65.00	\$12,415.00
	<b>TOTAL ALL</b>						<b>\$120,220.00</b>
	<b>Bid as read</b>						<b>\$120,220.00</b>
	<b>Difference</b>						<b>\$0.00</b>

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

TO: Joe Breinig, Village Manager

FROM: Philip J. Modaff, Director of Public Works 

DATE: September 2, 2015

RE: Recommendation to Approve an Intergovernmental Agreement Between the County of DuPage and the Village of Carol Stream for Future Maintenance/Energy Responsibilities for the Lies Road at Kuhn Road Traffic Signal

As part of DuPage County's ongoing Accountability, Consolidation and Transparency (ACT) initiative, the County Department of Transportation invited municipal agencies to meet and discuss a possible consolidated traffic signal and street light maintenance contract. Public Works staff attended several meetings to assess the opportunity.

After several meetings it was determined that a consolidated street light maintenance contract would be very difficult to bid due to the wide variety of service expectations, existing service contracts and pricing among the various communities. That effort has been put on hold. However, the group was able to agree on a set of specifications for the maintenance of traffic signals.

The Village only has one traffic signal over which it has full jurisdiction and maintenance responsibility, located at the intersection of Kuhn Road and Lies Road. The company (Meade) that currently provides signal maintenance for our one traffic signal also won the bid to provide service under the DuPage County contract. Provisions under that contract include:

- The Village continues to own the signal and may request alterations to the timing or phasing
- The Village will reimburse the County for the routine maintenance costs as well as repair of damages caused by vehicles or construction activities
- The Village will continue to pay for energy costs
- The maintenance contract would take effect on December 1, 2015

The cost secured by the County contract is actually \$6.08 higher per month higher than the current contact price between the Village and Meade. However, there is staff time and resources associated with securing and administering the maintenance contract that will now be handled by the County.

The Village Attorney has reviewed the attached agreement and has spoken with the State's Attorney to amend some of the originally proposed language, which is now reflected in the agreement. The agreement can be terminated by either party with thirty (30) days written notice to the other party.

It is recommended that the Village Board approve the attached Intergovernmental Agreement Between the County of DuPage and the Village of Carol Stream for Future Maintenance/Energy Responsibilities for the Lies Road at Kuhn Road Traffic Signal.

INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE COUNTY OF DU PAGE  
AND THE VILLAGE OF CAROL STREAM  
FOR FUTURE MAINTENANCE/ENERGY RESPONSIBILITIES  
FOR THE  
LIES ROAD AT KUHN ROAD TRAFFIC SIGNAL

This Intergovernmental Agreement (hereinafter referred to as "AGREEMENT") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, between the County of DuPage (hereinafter referred to as "COUNTY"), a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois and the VILLAGE OF CAROL STREAM hereinafter referred to as the "VILLAGE"), a municipal corporation with offices at 500 North Gary Avenue, Carol Stream, Illinois. The COUNTY and the VILLAGE are hereinafter sometimes individually referred to as a "party" or together as the "parties."

RECITALS

WHEREAS, the COUNTY and the VILLAGE, in order to facilitate the free flow of traffic and to ensure the safety of the public desire to define the future maintenance and energy responsibilities for the Lies Road at Kuhn Road traffic signal located within the corporate limits of the VILLAGE and under the VILLAGE's jurisdictional responsibilities (hereinafter referred to as "SIGNAL"); and

WHEREAS, the COUNTY by virtue of its power set forth in "Counties Code" (55 ILCS 5/1-1001 et seq.) and "Illinois Highway Code" (605 ILCS 5/1-101 et seq.), is authorized to enter into this AGREEMENT and the MUNICIPALITY by virtue of its power set forth in the "Municipal Code" (65 ILCS 1/1-1-1 et seq.) are authorized to enter into this AGREEMENT; and

WHEREAS, the COUNTY and the VILLAGE have determined that it is in their mutual best interests to enter into this AGREEMENT; and

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

## **1.0 INCORPORATION**

- 1.1. All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this AGREEMENT.
- 1.2. The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

## **2.0 RESPONSIBILITIES OF THE COUNTY**

- 2.1. The COUNTY shall provide and pay for all costs associated with the maintenance of the SIGNAL with reimbursement by the VILLAGE as hereinafter referenced.

## **3.0 RESPONSIBILITIES OF THE VILLAGE**

- 3.1. The VILLAGE shall continue to own, operate and maintain (as referenced herein) the SIGNAL.
- 3.2. The VILLAGE shall reimburse the COUNTY for all future routine maintenance costs including pre-emption equipment, combination mast arm mounted luminaires, etc. for the SIGNAL by annual invoice from the COUNTY. Routine maintenance shall be invoiced to the VILLAGE at the same unit price paid by the COUNTY for the COUNTY traffic signal maintenance contract in place at the time of the annual invoice.
- 3.3. The VILLAGE shall request alterations to the SIGNAL timing or phasing by notification to the COUNTY per the terms of Section 6.0 hereinafter. All alterations shall be performed by the COUNTY's traffic signal maintenance contractor.
- 3.4. The VILLAGE shall continue to pay for all future energy costs and shall be invoiced directly by the energy provider for the SIGNAL.

- 3.5. The VILLAGE shall be responsible for maintenance of all pavement markings and signage on Lies Road and Kuhn Road.
- 3.6. The VILLAGE agrees that the COUNTY shall repair damages to the SIGNAL caused by motor vehicles or construction activities by others, and shall invoice the VILLAGE for all said costs not recovered by the COUNTY. COUNTY agrees to execute any necessary documentation subrogating COUNTY'S rights to the VILLAGE for recovery of said cost.

#### **4.0 INDEMNIFICATION**

- 4.1. The COUNTY shall, to the extent permitted by law, indemnify, hold harmless and defend the VILLAGE, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the COUNTY'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. The COUNTY does not hereby waive any defenses or immunity available to it with respect to third parties.
- 4.2. The VILLAGE shall indemnify, hold harmless and defend the COUNTY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the VILLAGE'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. The VILLAGE does not hereby waive any defenses or immunity available to it with respect to third parties.
- 4.3. Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys

and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the COUNTY, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, as provided in 55 ILCS 5/3-9008. The COUNTY'S participation in its defense shall not remove VILLAGE'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

- 4.4. Neither party waives, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) or otherwise available to the COUNTY, or the VILLAGE, under the law.
- 4.5. Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided.

#### **5.0 ENTIRE AGREEMENT**

- 5.1. This AGREEMENT represents the entire AGREEMENT between the parties with respect to the SIGNAL, and supersedes all previous communications or understandings whether oral or written.

#### **6.0 NOTICES**

- 6.1. Any notice required hereunder shall be deemed properly given to the party to be notified at the time it is personally delivered or mailed by certified mail, return receipt requested, postage prepaid, to the party's address or sent by confirmed facsimile or email. The address of each party is as specified below; either party may change its address for receiving notices by giving notices thereof in compliance with the terms of this subsection.

**For VILLAGE:**

Joseph Breinig, Village Manager  
Village of Carol Stream  
500 North Gary Avenue  
Carol Stream, IL 60188  
Phone: 630.665.7050

Facsimile: 630.665.1064  
Email: jbreinig@carolstream.org

**For COUNTY:**

Christopher C. Snyder, P.E.  
Director of Transportation/County Engineer  
DuPage County Division of Transportation  
421 N. County Farm Rd.  
Wheaton, IL 60187  
Phone: 630.407.6900  
Facsimile: 620.407.6901  
Email: Christopher.Snyder@dupageco.org

**7.0 AMENDMENT, MODIFICATION OR TERMINATION OF THIS AGREEMENT**

7.1. No modification or amendment to this AGREEMENT shall be effective until approved by the parties in writing except that either party shall have the right to cancel this AGREEMENT with thirty (30) days written notice to the other party.

**8.0 NON-ASSIGNMENT**

8.1. This AGREEMENT shall not be assigned by either party without the written consent of the other party, whose consent shall not be unreasonably withheld.

**9.0 AUTHORITY TO EXECUTE/RELATIONSHIP**

9.1. The parties hereto have read and reviewed the terms of this AGREEMENT and by their signature as affixed below represent that the signing party has the authority to execute this AGREEMENT and that the parties intend to be bound by the terms and conditions contained herein.

9.2. This AGREEMENT shall not be deemed or construed to create an employment, joint venture, partnership or other agency relationship between the parties.

**10.0 GOVERNING LAW**

10.1. This AGREEMENT shall be governed by the laws of the State of Illinois as to both interpretation and performance.

10.2. The forum for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the Judicial Circuit Court for DuPage County.

**11.0 SEVERABILITY**

11.1. In the event, any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

**12.0 FORCE MAJEURE**

12.1. Neither party shall be liable for any delay or non-performance of their obligations caused by any contingency beyond their control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, fires and natural disasters.

IN WITNESS whereof, the parties set their hands and seals as of the date first written above.

COUNTY OF DU PAGE

VILLAGE OF CAROL STREAM

\_\_\_\_\_  
Daniel J. Cronin  
Chairman, DuPage County Board

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

ATTEST:

ATTEST:

\_\_\_\_\_  
Paul Hinds  
County Clerk

\_\_\_\_\_  
Laura Czarnecki  
Village Clerk



*Village of Carol Stream*  
Interdepartmental Memo

TO: Joe Breinig, Village Manager  
FROM: Philip J. Modaff, Director of Public Works  
DATE: September 2, 2015  
RE: Motion to Approve a Contract with Applied Ecological Services for Landscape Services

Following the unintended damage to turf earlier this year in several parkways maintained by the Village, staff has been examining options for restoration. At a recent Board Workshop staff brought in The Conservation Foundation (TCF) and a landscape contractor to present information on TCF's program that promotes replacement of typical turf grass in appropriate locations with native plantings.

Feedback from the Village Board for application of a Pollinator Meadow Mix (PMM) on selected properties was positive. The PMM is an alternative to traditional turf grass, and provides colorful native plants specifically designed to keep a low profile. The PMM contains a mixture of short-growing perennial flowers, grasses and sedges, and buffalo grass that are native to Illinois. It was developed in partnership with three landscaping firms, including Applied Ecological Services which staff has been consulting with over the past two months.

At the recent Board Workshop information on the benefits of the Pollinator Meadow Mix was shared:

- Reduces maintenance cost compared to turf grass by reducing mowing, water and fossil fuel consumption
- Increases water absorption
- Increases habitat for wildlife and pollinator insects
- Increases carbon sequestration
- Enhances curb and aesthetic appeal
- The cost of preparing a site and planting the mix is comparable to the cost for restoring the area with grass seed

Staff has developed the following recommendation to address several of the damaged areas by selecting high-visibility locations that offer an opportunity for community education.

- **The four flood buyout properties (on Illini and Silverleaf)** – since these properties cannot be developed and future use must remain passive, staff identified these as good demonstration sites for residential property owners to consider use of these plantings on their own properties. There is a possibility for educational signage and walking paths within and between the properties.

- **Kuhn Road from Birchbark to Deerskin (west side only – both sides of bike path)** - this area was selected due to the wide parkway, adjacent bike path, high traffic volume and proximity to the high school (for possible study or upkeep by a class or ecology club). Also, the proximity to a very large detention basin offers the opportunity for future expansion of the plantings into a portion of the basin to reduce maintenance costs.

Attached is a proposal from Applied Ecological Services to perform the following work:

- Kill off remaining vegetation
- Till or disk the property
- Install Pollinator Meadow Mix seeding
- Straw mulch

It is strongly recommended that if the Pollinator Meadow Mix is approved that it be professionally installed and maintained (inspections, spot herbiciding and high mowing) for the first two years as the plants get established. The seeding area will have a small bloom after one year as native plants build root systems, and should be fully matured and in bloom by the third year. At that stage of maturity ongoing maintenance still is needed, but at a significant cost reduction compared to that of grass turf. Planting in late Fall is recommended. Therefore, the schedule would be as follows:

- Award contract on September 8
- Start public information program and contact with residents adjacent to flood buyout properties
- Contractor will apply herbicide to kill existing vegetation on selected properties
- Prep sites and install seed end of October/early November

The cost of installing the mix is approximately \$11,645.000, which is comparable to the cost for restoring with grass seed. While this work was not budgeted there have been several projects in Public Works that have come in under budget that could provide funding for this work. Two years of the recommended maintenance would cost another \$7,600, would not be payable until the coming fiscal year.

Staff recommends awarding a contract to Applied Ecological Services for installation and maintenance of Pollinator Meadow Mix for a total cost of \$11,645.00.

Attachment



# Contracting Estimate and Agreement

## Project Information

Project Name: Carol Stream Pollinator Meadow  
AES Project Number: 15-0665  
Branch: F: Wisconsin-Illinois

August 13, 2015

Phil Modaff  
Village of Carol Stream  
124 Gerzevske Lane  
Carol Stream, IL 60188

Re: Agreement and/or Authorization for Services by and between Applied Ecological Services, Inc. (AES) and The Village of Carol Stream.

Dear Mr. Modaff,

Thank you for the opportunity to submit a revised quote for turf to pollinator meadow conversions in two locations in the Village of Carol Stream. You will notice that I have separated the pricing per area identified on the maps provided by the Village. We assumed conversion of the entire area indicated on the maps. The pollinator meadow mixes average a mature height of 2 to 3 feet tall. In some cases, it may be beneficial to maintain a narrow mowed edge next to roads and trails to keep a less unkempt appearance and to prevent vegetation from falling on roads or sidewalks. Maintenance of a mowed edge is not included in the pricing below. We are confident you will find that AES provides exceptional expertise, service, and value. We look forward to beginning work with you on this project. Please call with any questions regarding the attached proposal and supporting documents.

Sincerely,

Aaron Kubichka, Project Manager  
Applied Ecological Services, Inc.  
608-214-2360  
aaron@appliedeco.com

Chuck Campbell, Project Estimator  
Applied Ecological Services, Inc.  
608-214-2364  
cacampbell@appliedeco.com

Enclosure(s)

- Terms and Conditions
- Sample Certificate of Insurance
- Site Maps

## Quote for Services and Statement of Work

Item	Qty	Unit	Unit Cost	Extended
<b>AREA 1 - 4 Flood Buyout Properties</b>				
Site Preparation Herbicide 1x	1	acre	\$ 400.00	\$ 400.00
Site Preparation Tilling or Disking	1	acre	\$ 450.00	\$ 450.00
Pollinator Meadow Seeding	1	acre	\$ 1,780.00	\$ 1,780.00
Straw Mulch	1	acre	\$ 900.00	\$ 900.00

AREA 4 - West Side of Kuhn Rd Birchbark to Deerskin, both sides of bike path

Site Preparation Herbicide 1x	0.73	acre	\$	800.00	\$	584.00
Site Preparation Tilling or Disking	0.73	acre	\$	1,300.00	\$	949.00
Pollinator Meadow Seeding	0.73	acre	\$	1,780.00	\$	1,299.40
Erosion Blanket	3522	sy	\$	1.50	\$	5,283.00

2 YEAR MAINTENANCE

Spot Herbicide	4	trip	\$	1,000.00	\$	4,000.00
Mowing	4	trip	\$	900.00	\$	3,600.00

---

**Total** **\$ 19,245.40**

[Prevailing wage rates have been included in the above price.]

Signature Page on Next Page

ORDINANCE NO. 2015-09-\_\_

**AN ORDINANCE APPROVING A VARIATION TO ALLOW FOR LANDBANKING  
OF REQUIRED PARKING SPACES IN THE I INDUSTRIAL DISTRICT  
(MERCEDES BENZ USA, LLC - 100 MERCEDES DRIVE)**

**WHEREAS**, Robert Foley of Dewberry Engineers, on behalf of Mercedes Benz USA, LLC, hereinafter referred to as the Petitioner, has petitioned the Village of Carol Stream for a Variation in accordance with Section 16-13-2(G) of the Carol Stream Code of Ordinances to allow required parking spaces to be landbanked as greenspace on the property legally described in Section 2 herein and commonly known as 100 Mercedes Drive, Carol Stream, Illinois; and

**WHEREAS**, pursuant to Section 16-15-6 of the Carol Stream Code of Ordinances, the Combined Plan Commission/Zoning Board of Appeals at a regular meeting thereof, held a public hearing on the above petition on August 24, 2015, following proper legal notice of said public hearing, after which the Commission voted 6-0 to recommend to the Mayor and Board of Trustees of the Village that the Variation to allow required parking spaces to be landbanked as greenspace be approved; and

**WHEREAS**, in making its recommendation to approve the Variation, the Combined Plan Commission/Zoning Board of Appeals acknowledged that the maximum number of employees of Mercedes Benz, projected to be 80, was far fewer than the 115 spaces that currently exist on the property; that the 234 spaces required by the Zoning Code would be excessive based on Mercedes Benz's employee count and use of space in the building; and that Mercedes Benz had submitted a site plan demonstrating that the full number of parking spaces required by the Zoning Code could be provided within existing greenspace areas on the property; and

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

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

**SECTION 1:**

The Mayor and Board of Trustees of the Village, after examining the Petition for a Variation and the Findings and Recommendations of the Combined Plan Commission/Zoning Board of Appeals, have determined and find that, with respect to the requested Variation:

1. That the property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located. *Based on the provided employee count information, the applicant has demonstrated that the number of parking spaces required by the Zoning Code is substantially greater than the number that will be needed to meet*

*expected demand, and also that the total number of spaces required by the Zoning Code could easily be provided if needed in the future.*

2. That the conditions upon which the petition for variation is based would not be applicable generally to other property within the same district. *Based on the reported number of employees, the Mercedes Benz PDC does not need the number of spaces required by the Zoning Code. The large size of the building and low employee count of the business are somewhat unique.*

3. That the granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located. *The areas where the landbanked parking would be installed are currently grassy (greenspace) areas of the site. As such, if the variation is granted, there will be no change in the character of the area, as the greenspace area will remain in its present condition.*

4. That the plight of the owner is due to unique circumstances. *The physical conditions of the site are not applicable to this request. Adequate space exists to install the full number of spaces required by the Zoning Code if needed in the future.*

5. That the variation, if granted, will not alter the essential character of the locality. *These conditions might apply to other properties in the Industrial District, in which the business has a low employee count with sufficient room on site to install additional parking.*

6. The granting of the variation will not be detrimental to the public welfare or injurious to the other property or improvements in the neighborhood in which the property is located. *The requested variation should in no way be detrimental to the public welfare. It is beneficial to the business, and therefore to the community, to forego installation of parking spaces that would not be used.*

**SECTION 2:**

A Variation is hereby approved and granted to allow for the landbanking of 120 parking spaces on the property commonly known as 100 Mercedes Drive, Carol Stream, Illinois, and legally described as follows:

Mercedes Benz USA, LLC Consolidation, being a Consolidation of Lots 1 and 2 in the Mercedes-Benz Resubdivision per Document R2006-244205, in the West Half of the Southeast Quarter of Section 29, Township 40 North, Range 10, East of the Third Principal Meridian, In DuPage County, Illinois.

**SECTION 3:**

The approval of the Variation granted in Section 2 herein is subject to compliance with the attached site plan (Exhibit A, prepared by Dewberry Engineers, Inc. 600 Parsippany Road, Suite 301, Parsippany, New Jersey 07054), and is also subject to the following conditions:

1. That if deemed necessary by the Village in the future, all or a portion of the landbanked parking stalls shall be installed by the property owner as shown on the site plan. The applicant shall obtain the required permits from the Village before commencing construction on the parking lot improvements;
2. That the applicant shall be responsible for maintaining at least 115 actual parking spaces on the site at all times, unless and until the Village requires the installation of all or a portion of the landbanked stalls;
3. That if installed, the parking spaces shown in the landbanked areas shall meet the greenspace, striping, and parking lot dimensional requirements set forth in the Zoning Code at the time of installation;
4. That at the time that a new tenant enters the building, the property owner shall either apply for a reaffirmation of the landbank variation, which will require review by the Plan Commission/Zoning Board of Appeals and final approval by the Village Board, or shall the new tenant/owner provide the number of parking spaces required by the Zoning Code based upon the use of space by the building tenant(s);
5. That the facility shall comply with all state, county, and village codes and requirements.

**SECTION 4:**

This Ordinance shall be in full force and effect from and after passage, approval and publication in pamphlet form, provided, however, that this Ordinance is executed by the owners or such other party in interest, consenting to and agreeing to be bound by the terms and conditions contained within this Ordinance. Such execution and delivery to the Village shall take place within sixty (60) days after the passage and approval of this Ordinance or within such extension of time as may be granted in the discretion of the corporate authorities, by motion.

PASSED AND APPROVED THIS 8<sup>TH</sup> DAY OF SEPTEMBER, 2015.

AYES:

NAYS:

ABSENT:

---

Frank Saverino, Sr. Mayor

ATTEST:

---

Laura Czarnecki, Village Clerk

I, \_\_\_\_\_, being the owner/party in interest of the property legally described in this ordinance, do hereby accept, concur, and agree to develop and use the subject property in accordance with the terms and conditions of this Ordinance, and I understand that if I do not do so, I am subject to the penalties set forth in Section 16-17-7 A and B of the Carol Stream Code of Ordinances, and/or termination of the special use permit.

\_\_\_\_\_  
Date

\_\_\_\_\_  
owner/party in interest



CONSTRUCTION NOTES



Mercedes-Benz  
Village of Carol Stream, IL

**Gensler**  
180 East Canal  
1200 Avenue of the Americas  
New York, NY 10020  
Tel: (212) 512-2000  
Fax: (212) 512-2000

**Thornton Tomasetti**  
Thornton Tomasetti  
1200 East 17th Street  
Chicago, IL 60611  
Tel: (773) 399-4300

**Dewberry**  
Dewberry  
1100 East 17th Street  
Chicago, IL 60611  
Tel: (773) 399-4300

**Syska Hennessy**  
Syska Hennessy  
200 American Lane 8th Fl  
Chicago, IL 60611  
Tel: (773) 399-4300



LEGEND

RECEIVED

COMMUNITY DEVELOPMENT  
DEPT

SHEET NOTES

No.	Description	Date
1	Issue: Site & Access Conditions	10/21/10
2	Issue: Site & Access Conditions	10/21/10
3	Issue: Site & Access Conditions	10/21/10

Robert J. Foley, P.E.  
License No. 001-000000

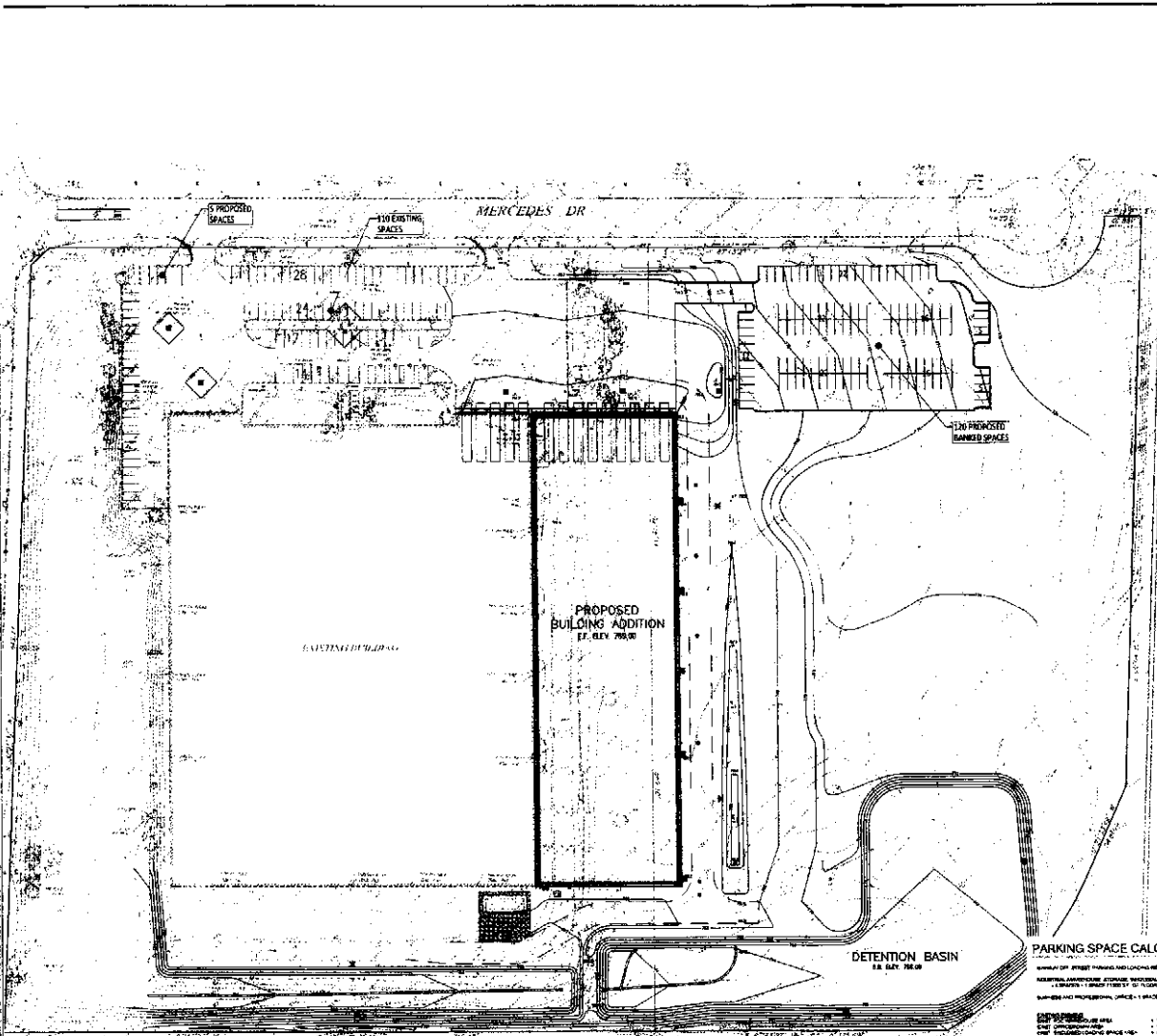
Project Name  
Carol Stream

Project Number  
201000

Date  
10/21/10

Exhibit A

C-1 of 1



DETENTION BASIN  
8.8 Acre 765,00

PARKING SPACE CALCULATIONS

Assumed 50% Street Frontage and Loading Dock Requirements

Description	Area (sq ft)	Spaces
1. 100% of 110 Existing Spaces	121,000	110
2. 100% of 170 Proposed Spaces	228,000	170
3. 100% of 170 Proposed Spaces (10' x 20')	340,000	170
4. 100% of 170 Proposed Spaces (10' x 20')	340,000	170
5. 100% of 170 Proposed Spaces (10' x 20')	340,000	170
6. 100% of 170 Proposed Spaces (10' x 20')	340,000	170
7. 100% of 170 Proposed Spaces (10' x 20')	340,000	170
8. 100% of 170 Proposed Spaces (10' x 20')	340,000	170
9. 100% of 170 Proposed Spaces (10' x 20')	340,000	170
10. 100% of 170 Proposed Spaces (10' x 20')	340,000	170
11. 100% of 170 Proposed Spaces (10' x 20')	340,000	170
12. 100% of 170 Proposed Spaces (10' x 20')	340,000	170
13. 100% of 170 Proposed Spaces (10' x 20')	340,000	170
14. 100% of 170 Proposed Spaces (10' x 20')	340,000	170
15. 100% of 170 Proposed Spaces (10' x 20')	340,000	170
16. 100% of 170 Proposed Spaces (10' x 20')	340,000	170
17. 100% of 170 Proposed Spaces (10' x 20')	340,000	170
18. 100% of 170 Proposed Spaces (10' x 20')	340,000	170
19. 100% of 170 Proposed Spaces (10' x 20')	340,000	170
20. 100% of 170 Proposed Spaces (10' x 20')	340,000	170
21. 100% of 170 Proposed Spaces (10' x 20')	340,000	170
22. 100% of 170 Proposed Spaces (10' x 20')	340,000	170
23. 100% of 170 Proposed Spaces (10' x 20')	340,000	170
24. 100% of 170 Proposed Spaces (10' x 20')	340,000	170
25. 100% of 170 Proposed Spaces (10' x 20')	340,000	170
26. 100% of 170 Proposed Spaces (10' x 20')	340,000	170
27. 100% of 170 Proposed Spaces (10' x 20')	340,000	170
28. 100% of 170 Proposed Spaces (10' x 20')	340,000	170
29. 100% of 170 Proposed Spaces (10' x 20')	340,000	170
30. 100% of 170 Proposed Spaces (10' x 20')	340,000	170



ORDINANCE NO. 2015-09-\_\_

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT  
TO ALLOW OUTDOOR ACTIVITIES AND OPERATIONS  
(STORAGE SILO) IN THE I INDUSTRIAL ZONING DISTRICT  
(BLACKHAWK CORRUGATED, 700 KIMBERLY DRIVE)**

**WHEREAS**, Architect Water Dohrmann, on behalf of Blackhawk Corrugated, hereinafter referred to as the Petitioner, has petitioned the Village of Carol Stream for a Special Use Permit to allow for outdoor activities and operations in the form of a storage silo in the I Industrial Zoning District, as provided in Section 16-10-2(B)(14) of the Carol Stream Code of Ordinances, on the property legally described in Section 2 herein and commonly known as 700 Kimberly Drive, Carol Stream, Illinois; and

**WHEREAS**, pursuant to Section 16-15-8 of the Carol Stream Code of Ordinances, the Combined Plan Commission/Zoning Board of Appeals at a regular meeting thereof, held a public hearing on the above petition on August 24, 2015, following proper legal notice of said public hearing, after which the Commission voted to recommend to the Mayor and Board of Trustees of the Village that a Special Use Permit be approved; and

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

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

**SECTION 1:**

The Mayor and Board of Trustees of the Village, after examining the Petition for a Special Use and the Findings and Recommendations of the Combined Plan Commission/Zoning Board of Appeals, have determined and find that the requested Special Use Permit:

1. Is deemed necessary for the public convenience at the location. *Blackhawk Corrugated, which is making a large investment in the building and property and bringing jobs to the community, requires the corn starch silo to enable efficient processing of an important product line.*

2. Will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort, or general welfare. *The storage silo would not be detrimental to or endanger the public health, safety, morals, comfort or general welfare.*

3. Will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. *Other nearby properties have received Special Use approval for outdoor activities and operations, with no apparent injury to the*

*use or enjoyment of properties in the immediate vicinity, or diminution or impairment to property values within the neighborhood.*

4. Will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district. *Surrounding properties are already developed. As such, there should be no impact on the normal and orderly development and improvement of surrounding properties.*

5. Will provide adequate utilities, access roads, drainage, and other important and necessary community facilities. *Adequate utilities, access roads, drainage and other public improvements are in place.*

6. Will conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Board of Trustees. *The proposal is expected to conform to all applicable codes and requirements.*

## **SECTION 2:**

A Special Use Permit is hereby approved and granted, subject to the conditions set forth in Section 3, to allow an outdoor storage silo to be installed upon the real estate commonly known as 700 Kimberly Drive, Carol Stream, Illinois, and legally described as follows:

LOT 1 IN KIMBERLY NORTH UNIT 3, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 18, 1985 AS DOCUMENT R85-57137 AND CERTIFICATE OF CORRECTION RECORDED JANUARY 7, 1987 AS DOCUMENT R87-002107, IN DUPAGE COUNTY, ILLINIOS.

## **SECTION 3:**

The approval of the Special Use Permit for an outdoor storage silo granted in Section 1 herein is subject to the silo and property generally being designed and maintained in accordance with the attached Site Plan (Exhibit A) and Silo Elevations (Exhibit B), both exhibits prepared by Lineworks Ltd., 3501 Woodhead Drive, Northbrook, Illinois 60062, and with the silo and property being operated and maintained in accordance with the following conditions:

1. That the silo must be painted a neutral color so as to blend in with the existing building, and that the paint must be maintained in good condition, with the owner performing touch up work or re-painting as needed;
2. That no signs or graphics may be painted or installed on the silo;
3. That the applicant agrees to plant at least five evergreen trees around the base of the silo that are a minimum of eight feet in height at the time of installation, with the final location of the trees subject to review and approval by the Community Development Director;

4. That any dead or diseased tree on the property must be removed and replaced with a similar type of tree (i.e. shade, ornamental or evergreen), and that all landscaped materials must be maintained in a neat and healthy condition, with dead or dying materials being replaced on an annual basis; and
5. That the site must be maintained and the business must be operated in accordance with all State, County and Village codes and requirements.

**SECTION 4:**

This Ordinance shall be in full force and effect from and after passage, approval and publication in pamphlet form, provided, however, that this Ordinance is executed by the owners or such other party in interest, consenting to and agreeing to be bound by the terms and conditions contained within this Ordinance. Such execution and delivery to the Village shall take place within sixty (60) days after the passage and approval of this Ordinance or within such extension of time as may be granted in the discretion of the corporate authorities, by motion.

**SECTION 5:**

The failure of the owner or other party in interest, or a subsequent owner or other party in interest, to strictly comply with the terms and conditions of this Ordinance, after execution of this Ordinance, shall subject the owner or party in interest to the penalties set forth in Section 16-17-7 A and B of the Carol Stream Code of Ordinances, and/or termination of the special use permit after notice and public hearing in accordance with the procedures required by the Carol Stream Code of Ordinances.

PASSED AND APPROVED THIS 8<sup>th</sup> DAY OF SEPTEMBER, 2015.

AYES:

NAYS:

ABSENT:

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

ATTEST:

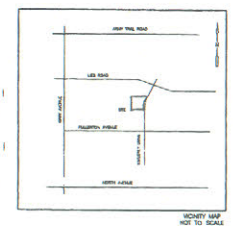
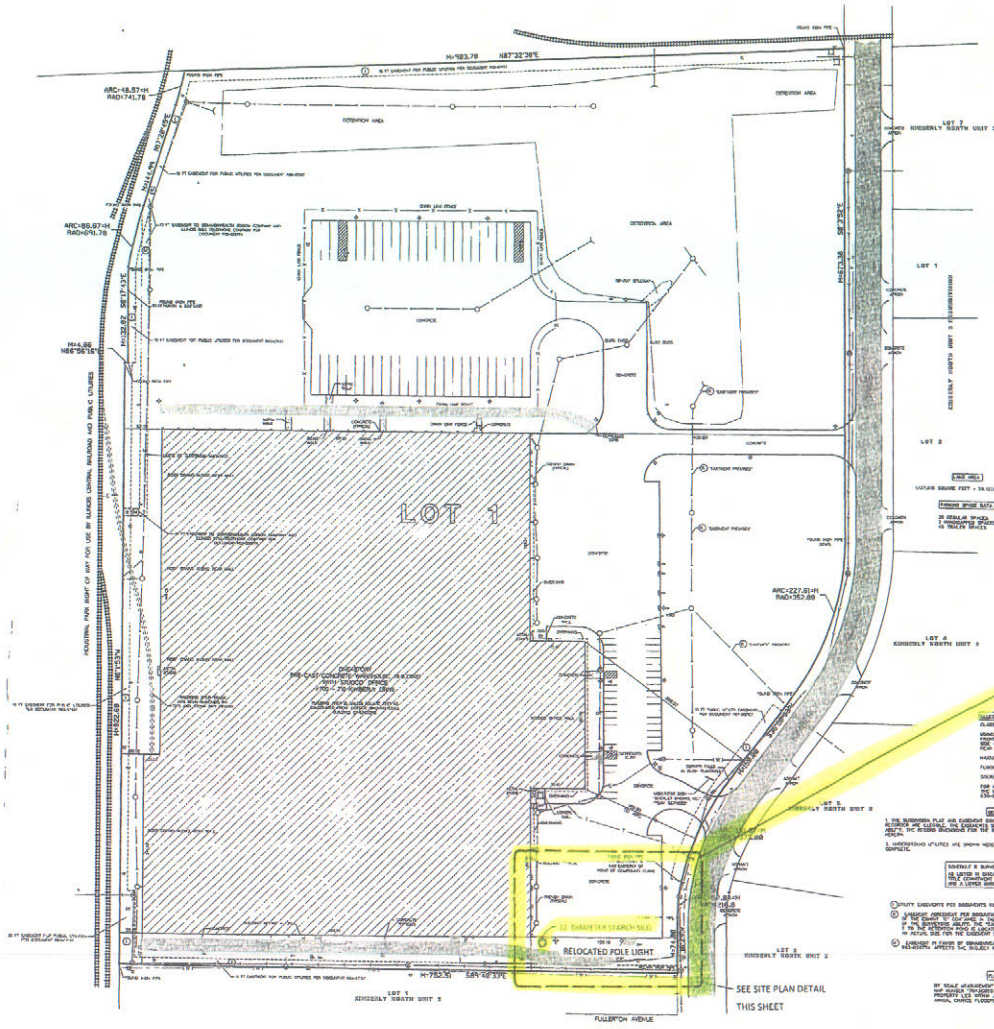
\_\_\_\_\_  
Laura Czarnecki, Village Clerk

I, \_\_\_\_\_, being the owner/party in interest of the property legally described in this ordinance, do hereby accept, concur, and agree to develop and use the subject property in accordance with the terms and conditions of this Ordinance, and I understand that if I do not do so, I am subject to the penalties

set forth in Section 16-17-7 A and B of the Carol Stream Code of Ordinances, and/or termination of the special use permit.

\_\_\_\_\_  
Date

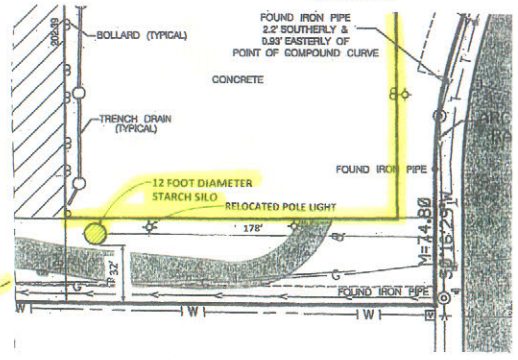
\_\_\_\_\_  
Owner/Party In Interest



**PROJECT:**  
 Commercial Site  
 10th Ave  
 11th Ave

**DATE:**  
 02/20/2014

**SCALE:**  
 1" = 20'



- UNSATURATED FILL**  
 IS NOT TO BE USED FOR FILLING ANY OF THE AREAS SHOWN ON THIS PLAN. THE FILL SHOULD BE PLACED IN LIFTED LAYERS NOT EXCEEDING 18 INCHES IN THICKNESS. THE FILL SHOULD BE COMPACTED TO A MINIMUM OF 95% RELATIVE COMPACTION. THE FILL SHOULD BE COVERED WITH A MINIMUM OF 6 INCHES OF TOPSOIL.
- EXISTING & NEW UTILITIES**  
 ALL UTILITIES SHOWN ON THIS PLAN ARE TO BE MAINTAINED AND PROTECTED. ANY NEW UTILITIES TO BE INSTALLED SHOULD BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE CODES AND REGULATIONS.
- PLUMBING FIXTURES**  
 ALL PLUMBING FIXTURES TO BE INSTALLED ON THIS PLAN ARE TO BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE CODES AND REGULATIONS.

**SITE PLAN**  
 1" = 20'

INFORMATION FOR THIS SITE PLAN AND JOINTLY MAP'S FROM THE A1 DI. DRAWING BY WEBSTER, McGRATH & HILBERG, LTD. JOB#41627, DATED JANUARY 2, 2014

PROJECT NO.	101001
DATE	02/20/2014
DRAWN BY	J. HILBERG
CHECKED BY	T. McGRATH
DATE	02/20/2014
SCALE	1" = 20'
TITLE	SITE PLAN
CLIENT	STARCH SILO
LOCATION	10th Ave, 11th Ave
PROJECT NO.	101001
DATE	02/20/2014
DRAWN BY	J. HILBERG
CHECKED BY	T. McGRATH
DATE	02/20/2014
SCALE	1" = 20'
TITLE	SITE PLAN
CLIENT	STARCH SILO
LOCATION	10th Ave, 11th Ave

Exhibit A

A-1



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

**A RESOLUTION AUTHORIZING A FINAL PLAT OF CONSOLIDATION  
(MERCEDES BENZ USA, LLC - 100 MERCEDES DRIVE)**

**WHEREAS**, Robert Foley of Dewberry Engineers, on behalf of Mercedes Benz USA, LLC, hereinafter referred to as the Petitioner, has requested approval of a Final Plat of Consolidation to consolidate two existing lots located on the south side of Mercedes Drive, commonly known as 100 Mercedes Drive, into one lot, in accordance with Section 7-2-6 of the Carol Stream Subdivision Code; and

**WHEREAS**, the Plan Commission/Zoning Board of Appeals (the "Combined Board") of the Village of Carol Stream, at their meeting on August 24, 2015, considered the Final Plat of Consolidation and has found it to be in conformance with the Zoning Code, the Subdivision Code, and other Codes of the municipality relating to the particular property herein proposed to be subdivided; and

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

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

**SECTION 1:** Approval is hereby given to the Final Plat of Consolidation for *Mercedes Benz USA, LLC Consolidation*, such document being attached to and made a part of this Resolution as Exhibit "A", drawn by Gewalt Hamilton Associates, Inc., 625 Forest Edge Drive, Vernon Hills, Illinois, 60061, dated August 20, 2015.

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



PASSED AND APPROVED THIS 8<sup>th</sup> DAY OF SEPTEMBER, 2015.

AYES:

NAYS:

ABSENT:

---

Frank Saverino, Sr. Mayor

ATTEST:

---

Laura Czarnecki, Village Clerk

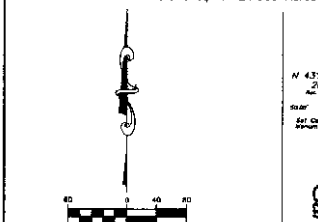
# 100 Mercedes Drive Consolidation

Being a Consolidation of Lots 1 and 2 in the Mercedes-Benz Resubdivision in the West Half of the Southeast Quarter of Section 29, Township 40 North, Range 10, East of the Third Principal Meridian, in DuPage County, Illinois.

## Berlin Industries Resubdivision I

Document No. R2012-080938

**Location Map**  
Buildable Area = 804768.360 sq ft 18.475 Acres  
Easement Area = 240671.640 sq ft 5.529 Acres  
Total Area = 1045440.000 sq ft 24.000 Acres



1 inch = 80 ft.  
Banks are hereby notified that the State of Illinois has adopted the Revised Uniform Land Use Classification Code, effective January 1, 2002. The State of Illinois has also adopted the Revised Uniform Land Use Classification Code, effective January 1, 2002. The State of Illinois has also adopted the Revised Uniform Land Use Classification Code, effective January 1, 2002.

Lot 1: P.L.N. 02-29-400-038  
Lot 2: P.L.N. 02-29-400-039

**Stormwater Management and Conveyance Easement**  
As a condition of the approval of this plan by the Village of Carol Stream, Illinois, the undersigned hereby grants to the Village of Carol Stream, Illinois, a permanent easement for the collection, conveyance, storage, and treatment of stormwater runoff from the property shown on this plan. The easement shall be subject to the terms and conditions set forth herein and shall be subject to the terms and conditions set forth in the Stormwater Management and Conveyance Easement Agreement, dated and to be hereinafter approved by the Village of Carol Stream, Illinois.

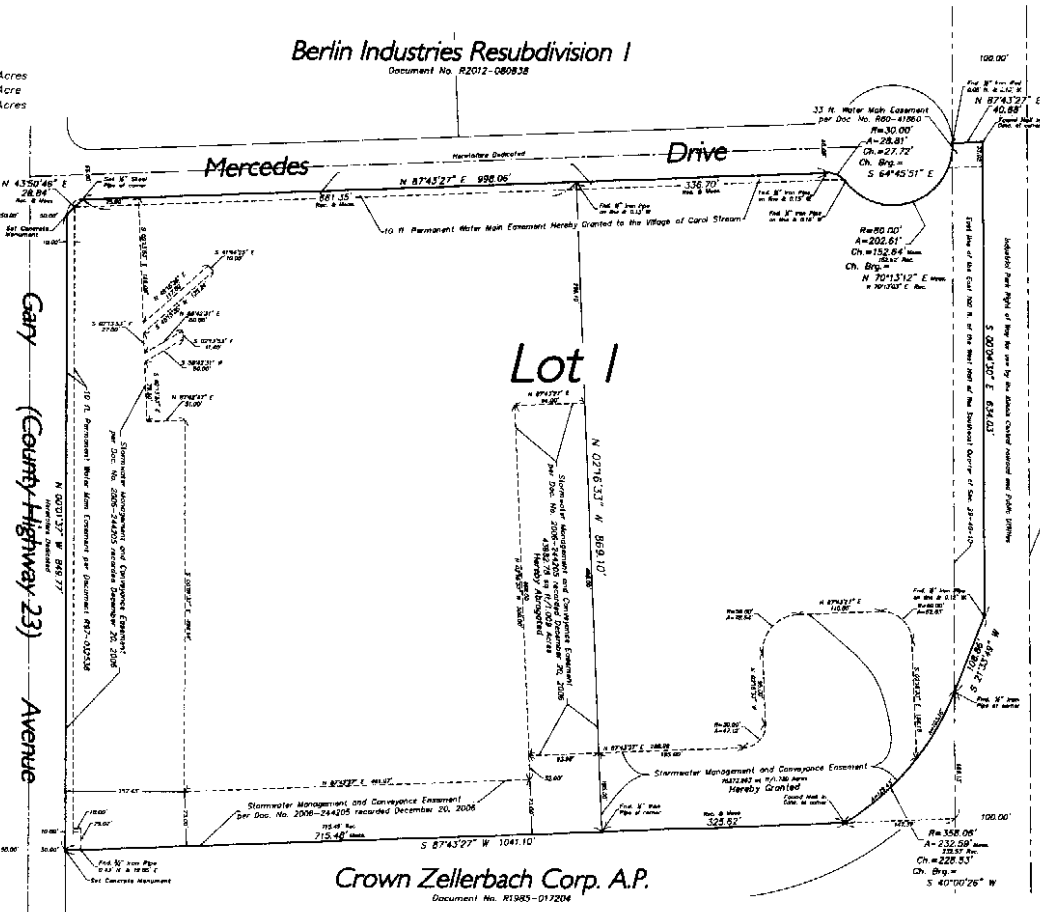
**Easement Provisions**  
1. Owner agrees to maintain, at his cost or expense, to the Village of Carol Stream, Illinois, all of the following, which are not located on public rights-of-way or municipal easements:  
(1) All such existing easement facilities to be located on the property as shown on this plan and approved by the Village of Carol Stream, Illinois.  
(2) All such stormwater collection basins, storage and treatment facilities to be located on the property as shown on this plan and approved by the Village of Carol Stream, Illinois.

(3) All such water meter and meter assemblies located on the property as shown on this plan and approved by the Village of Carol Stream, Illinois.  
(4) All such water meter and meter assemblies located on the property as shown on this plan and approved by the Village of Carol Stream, Illinois.

(5) All such stormwater collection basins, storage and treatment facilities to be located on the property as shown on this plan and approved by the Village of Carol Stream, Illinois.  
(6) All such water meter and meter assemblies located on the property as shown on this plan and approved by the Village of Carol Stream, Illinois.

(7) All such stormwater collection basins, storage and treatment facilities to be located on the property as shown on this plan and approved by the Village of Carol Stream, Illinois.  
(8) All such water meter and meter assemblies located on the property as shown on this plan and approved by the Village of Carol Stream, Illinois.

(9) All such stormwater collection basins, storage and treatment facilities to be located on the property as shown on this plan and approved by the Village of Carol Stream, Illinois.  
(10) All such water meter and meter assemblies located on the property as shown on this plan and approved by the Village of Carol Stream, Illinois.



**Crown Zellerbach Corp. A.P.**  
Document No. R1585-01204

### Plan Commission Certificate

State of Illinois, s.s.  
County of DuPage, ss.  
I, the undersigned, Village Engineer of the Village of Carol Stream, Illinois, do hereby certify that the plan and specifications thereon have been approved by the Plan Commission of the Village of Carol Stream, Illinois, on this day of \_\_\_\_\_, 2015.

### Village Engineer Certificate

State of Illinois, s.s.  
County of DuPage, ss.  
I, the undersigned, Village Engineer of the Village of Carol Stream, Illinois, do hereby certify that the plan and specifications thereon have been approved by the Village of Carol Stream, Illinois, on this day of \_\_\_\_\_, 2015.

### Village Finance Director Certificate

State of Illinois, s.s.  
County of DuPage, ss.  
I, the undersigned, Village Finance Director of the Village of Carol Stream, Illinois, do hereby certify that the plan and specifications thereon have been approved by the Village of Carol Stream, Illinois, on this day of \_\_\_\_\_, 2015.

### Village Board Certificate

State of Illinois, s.s.  
County of DuPage, ss.  
I, the undersigned, Village Board of the Village of Carol Stream, Illinois, do hereby certify that the plan and specifications thereon have been approved by the Village of Carol Stream, Illinois, on this day of \_\_\_\_\_, 2015.

### School District Certificate

State of Illinois, s.s.  
County of DuPage, ss.  
I, the undersigned, School District of the Village of Carol Stream, Illinois, do hereby certify that the plan and specifications thereon have been approved by the Village of Carol Stream, Illinois, on this day of \_\_\_\_\_, 2015.

### Drainage Certificate

State of Illinois, s.s.  
County of DuPage, ss.  
I, the undersigned, Drainage District of the Village of Carol Stream, Illinois, do hereby certify that the plan and specifications thereon have been approved by the Village of Carol Stream, Illinois, on this day of \_\_\_\_\_, 2015.

### Owner's Certificate

State of Illinois, s.s.  
County of DuPage, ss.  
I, the undersigned, Owner of the property shown on this plan, do hereby certify that the plan and specifications thereon have been approved by the Village of Carol Stream, Illinois, on this day of \_\_\_\_\_, 2015.

### Notary Certificate

State of Illinois, s.s.  
County of DuPage, ss.  
I, the undersigned, Notary Public in and for the County of DuPage, Illinois, do hereby certify that the plan and specifications thereon have been approved by the Village of Carol Stream, Illinois, on this day of \_\_\_\_\_, 2015.

### County Recorder's Certificate

State of Illinois, s.s.  
County of DuPage, ss.  
I, the undersigned, County Recorder of DuPage County, Illinois, do hereby certify that the plan and specifications thereon have been approved by the Village of Carol Stream, Illinois, on this day of \_\_\_\_\_, 2015.

### County Clerk's Certificate

State of Illinois, s.s.  
County of DuPage, ss.  
I, the undersigned, County Clerk of DuPage County, Illinois, do hereby certify that the plan and specifications thereon have been approved by the Village of Carol Stream, Illinois, on this day of \_\_\_\_\_, 2015.

### Surveyor's Certificate

State of Illinois, s.s.  
County of DuPage, ss.  
I, the undersigned, Professional Land Surveyor of DuPage County, Illinois, do hereby certify that the plan and specifications thereon have been approved by the Village of Carol Stream, Illinois, on this day of \_\_\_\_\_, 2015.

**GHA GEWALT HAMILTON ASSOCIATES, INC.**  
625 Forest Edge Drive • Vernon Hills, IL 60061  
Tel: 847.478.9700 • Fax: 847.478.9701

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FILE: 4936-300-P03 Consolidation.org  
DRAWN BY: G.S.  
DATE: 6/10/15  
GHA PROJECT #: 4936.300  
CHECKED BY: JFP  
DATE: 06/12/15  
SCALE: 1" = 80'

Submitted/Return to:  
Village of Carol Stream  
500 North Gary Road  
Carol Stream, Illinois 60188-1899  
Send Tax Bill to:  
Mercedes Benz USA Inc.  
1 Mercedes Drive  
Montvale, New Jersey 07645

Tax Distribution for: 100 Mercedes Drive  
Carol Stream, Illinois  
District School District: 93  
High School District: 87  
Carol Stream Fire  
Carol Stream Park  
Village of Carol Stream Library  
Village of Carol Stream 502  
College of DuPage  
Forest Preserve District  
Bloomington Township  
DuPage Airport Authority  
DuPage County Health Department

**EXHIBIT A**  
George A. Sporn  
Professional Land Surveyor No. 2865  
Illinois License Expires November 30, 2016

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

**TO:** Joseph E. Breinig, Village Manager  
**FROM:** Rose Armstrong, Secretary *RA*  
**DATE:** August 18, 2015  
**RE:** Raffle License Application  
Humanitarian Service Project (HSP)

The Humanitarian Service Project (HSP) is sponsoring a Bowling Fundraiser to be held at Fox Bowl in Wheaton on Thursday, October 1, 2015 from 6:00 pm – 9:00 pm and has submitted a raffle application. Raffle tickets will be sold from now until October 1, 2015 for 1 for \$2.00 or 6 for \$10.00.

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

Please place this item on the agenda for review and approval by the Village Board of Trustees at their Tuesday, September 8, 2015 Board meeting.

Thank you,

Attachment



# Humanitarian Service Project

Serving Humanity Since 1979

465 Randy Road - Carol Stream, IL 60188

630 221-8340 / FAX 630 221-8371

[hsp@humanitarianservice.org](mailto:hsp@humanitarianservice.org)

[www.humanitarianservice.org](http://www.humanitarianservice.org)

Village of Carol Stream  
500 N. Gary Ave.  
Carol Stream, IL 60188

August 13, 2015

re: Raffle License

Dear Friends,

We wish to request a waiver of the license fees and bond requirement for a raffle license. At a meeting held on August 13, 2015 there was unanimous agreement by all members present to request such a waiver regarding the special fund raising event scheduled for October 1, 2015 named the HSP Bowl.

With best wishes,

Floyd Kettering  
Chairman/CFO/Co-Founder

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

**TO:** Joseph E. Breinig, Village Manager  
**FROM:** Ann Delort, Secretary *AD*  
**DATE:** August 20, 2015  
**RE:** Raffle License Application  
Safe Harbor Rescue

The Safe Harbor Rescue will be raffling an up-scale pet bed during the CSBark Festival on Sunday, September 13, 2015 from 10:00 am – 4:00 pm. The raffle tickets will be sold for \$5.00 each or 5 tickets for \$20.00. Proceeds from this raffle will provide shelter, medical and surgical care for homeless dogs and cats prior to adoption.

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

Please place this item on the agenda for review and approval by the Village Board of Trustees at their Tuesday, September 8, 2015 Board meeting.

Thank you,

Attachment



8/20/2015

RE: Safe Harbor Rescue  
EIN: 20-3725673

To Whom It May Concern,

Safe Harbor Rescue is requesting to have both the Raffle fee and the Fidelity Bond to be waived in the event of the Raffle License application for the upcoming CSBark Dog Fest. We are a current 501(c)3 Non-Profit organization located in Glendale Heights, IL. Please see attached Bylaws for our organization as requested.

Please call if you have any further questions or require any further information.

Respectfully,

Safe Harbor Rescue

A handwritten signature in cursive script that reads "Corinne Golzer".

Corinne Golzer  
President

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on Sept 8, 2015**

**AGENDA ITEM**  
2-1 9-8-15

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>1 800 TREE GUYS</b>					
FY16 TREE REMOVAL CONTRACT	1,841.65	01670700-52268	TREE MAINTENANCE	1001	20160014
FY16 TREE REMOVAL CONTRACT	3,739.10	01670700-52281	EAB REMOVAL/REPLACEMENT	1001	20160014
	<u>5,580.75</u>				
<b>A T &amp; T</b>					
PD MOBILE DATA LINK 8/16-9/15	440.18	01652800-52230	TELEPHONE	630Z57651908 8/16/15	
	<u>440.18</u>				
<b>ACCESS ONE</b>					
PHONE SERV -AUGUST	2,360.39	01590000-52230	TELEPHONE	1602003 8/2/15	
	<u>2,360.39</u>				
<b>AJD CONCRETE CONSTRUCTION CORP</b>					
CONCRETE REMOVAL AND REPLACE	9,800.00	01670500-52272	PROPERTY MAINTENANCE	2015-0144	
	<u>9,800.00</u>				
<b>AMERICAN LEGAL PUBLISHING CORP</b>					
CODIFICATION - AUGUST	21.00	01580000-52253	CONSULTANT	0106307	
	<u>21.00</u>				
<b>ARROW ROAD CONSTRUCTION</b>					
2014 FLEXIBLE PAVEMENT - FINAL	6,336.00	11740000-55486	ROADWAY CAPITAL IMPROVEMEN	6449.1CM	
	<u>6,336.00</u>				
<b>ASSOCIATION OF POLICE SOCIAL WORKERS</b>					
2015 POLICE CHIEFS APPRECIATION LUNCHEON (5	136.00	01662500-52222	MEETINGS	LUNCHEON -2015	
	<u>136.00</u>				
<b>B &amp; F CONSTRUCTION CODE SERVICES, INC</b>					
518 RANDY RD PLAN REVIEW	2,434.64	01643700-52253	CONSULTANT	42267	
PLAN REVIEW 170 W NORTH AVE	1,943.11	01643700-52253	CONSULTANT	42132	
PLUMBING INSPECTIONS JULY	1,492.80	01643700-52253	CONSULTANT	42193	
	<u>5,870.55</u>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on Sept 8, 2015**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>BAXTER &amp; WOODMAN INC</b>					
ASSIST WITH WTR SYSTEM ADMIN	520.13	04100100-52253	CONSULTANT	0181686	
REVIEW TMDL REPORT FOR PERMIT	1,276.25	04101100-52253	CONSULTANT	0181687	
WRC PERMIT RVW CONSULTING SRV'S	121.25	04101100-52253	CONSULTANT	0181685	
	<b>1,917.63</b>				
<b>C J INCROCCI</b>					
ST O P S RE-CERTIFICATION -9/15-9/16	78.00	01662700-52223	TRAINING	PER DIEM	
	<b>78.00</b>				
<b>C S FIRE PROTECTION DISTRICT</b>					
PERMITS- JUNE & JULY 2015	520.00	01-24416	DEPOSIT-FIRE DISTRICT PERMIT	PERMITS JUNE/JULY	
	<b>520.00</b>				
<b>CH2MHILL OMI</b>					
WRC OPER CONTRACT- OCTOBER	136,667.75	04101100-52262	WRC CONTRACT	61978	20160005
	<b>136,667.75</b>				
<b>COMCAST CABLE</b>					
CABLE TV -8/26 THRU 9/25	4.21	01652800-52234	DUES & SUBSCRIPTIONS	0113254 08/19/15	
INTERNET SERV - SEPT	82.90	01652800-52234	DUES & SUBSCRIPTIONS	0010112 08/20/15	
	<b>87.11</b>				
<b>COMED</b>					
SERV FOR AUGUST	15.07	01670300-53213	STREET LIGHT ELECTRICITY	1083101009 8/12/15	
SERV FOR AUGUST	18.92	01670300-53213	STREET LIGHT ELECTRICITY	1603109101 8/24/15	
SERV FOR AUGUST	23.07	01670300-53213	STREET LIGHT ELECTRICITY	1043062112 08/21/15	
SERV FOR AUGUST	35.52	01670300-53213	STREET LIGHT ELECTRICITY	6597112015 8/20/15	
SERV FOR AUGUST	38.91	01670300-53213	STREET LIGHT ELECTRICITY	1353117013 8/20/15	
SERV FOR AUGUST	40.00	01662300-52298	ATLE SERVICE FEE	4202129060 08/20/15	
SERV FOR AUGUST	46.12	04101500-53210	ELECTRICITY	2073133107 08/19/15	
SERV FOR AUGUST	54.02	01670300-53213	STREET LIGHT ELECTRICITY	0975048036 08/24/15	
SERV FOR AUGUST	54.77	01670300-53213	STREET LIGHT ELECTRICITY	2207156029 8/20/15	
SERV FOR AUGUST	56.89	01670300-53213	STREET LIGHT ELECTRICITY	3480136046 08/20/15	
SERV FOR AUGUST	68.66	01670300-53213	STREET LIGHT ELECTRICITY	0801065136 08/20/15	
SERV FOR AUGUST	89.34	01670300-53213	STREET LIGHT ELECTRICITY	0822115042 08/20/15	
SERV FOR AUGUST	110.93	01670600-53210	ELECTRICITY	4430145023 8/19/15	
SERV FOR AUGUST	121.08	01670600-53210	ELECTRICITY	6337409002 08/20/15	
SERV FOR AUGUST	132.34	01670300-53213	STREET LIGHT ELECTRICITY	6675548009 8/20/15	



**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on Sept 8, 2015**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
SERV FOR AUGUST	142.06	01670600-53210	ELECTRICITY	2127117053 08/25/15	
SERV FOR AUGUST	193.54	01670300-53213	STREET LIGHT ELECTRICITY	0815164035 08/27/15	
SERV FOR AUGUST	223.14	01670600-53210	ELECTRICITY	583596003 08/21/15	
SERV FOR AUGUST	640.44	01670300-53213	STREET LIGHT ELECTRICITY	5853045025 08/21/15	
SERV FOR JULY	21.04	01670600-53210	ELECTRICITY	4483019016 8/18/15	
SERV FOR JULY	31.82	01670600-53210	ELECTRICITY	6827721000 8/11/15	
SERV FOR JULY	43.77	04201600-53210	ELECTRICITY	2514004009 8/20/15	
SERV FOR JULY	64.51	04101500-53210	ELECTRICITY	0291093117 08/19/15	
SERV FOR JULY	77.56	01670300-53213	STREET LIGHT ELECTRICITY	0030086009 08/18/15	
SERV FOR JULY	80.74	01670300-53213	STREET LIGHT ELECTRICITY	3153036011 8/18/15	
SERV FOR JULY	129.57	01670600-53210	ELECTRICITY	0803155026 8/18/15	
SERV FOR JULY	142.41	01670600-53210	ELECTRICITY	1865134015 8/18/15	
SERV FOR JULY	224.79	01670300-53213	STREET LIGHT ELECTRICITY	6213120002 08/19/15	
SERV FOR JULY	296.40	04101500-53210	ELECTRICITY	2496057000 08/20/15	
SERV FOR JULY	799.01	04201600-53210	ELECTRICITY	0300009027 08/20/15	
	<b>4,016.44</b>				
<b>CONSTELLATION NEW ENERGY</b>					
SERV FOR AUGUST	272.08	04101500-53210	ELECTRICITY	00267214920001	
SERV FOR JULY	1,913.14	04201600-53210	ELECTRICITY	0026990080001 8/21	
	<b>2,185.22</b>				
<b>COUNTY COURT REPORTERS INC</b>					
PUBLIC HEARING #15 173 8/10/15	150.00	01530000-52241	COURT REPORTER FEES	116015	
	<b>150.00</b>				
<b>CRYSTAL MGMT &amp; MAINTENANCE SRV'S CORP</b>					
CLEANING SERVICES SEPTEMBER	860.00	01670100-52276	JANITORIAL SERVICES	23125	
CLEANING SERVICES SEPTEMBER	1,385.00	01680000-52276	JANITORIAL SERVICES	23125	
	<b>2,245.00</b>				
<b>DAILY HERALD</b>					
LEGAL NOTICE	131.10	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	4416750	
LEGAL NOTICE	142.60	11740000-55488	STORMWATER UTILITIES	T4416751	
	<b>273.70</b>				
<b>DANIEL STAFEIJ</b>					
S T O P S RECERTIFICATION 9/15-9/16	78.00	01662300-52223	TRAINING	PER DIEM	
	<b>78.00</b>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on Sept 8, 2015**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>DAVID G BAKER</b>					
VLG BOARD MTG TELECAST 08/17/15	137.50	01590000-52253	CONSULTANT	081715	
	<u>137.50</u>				
<b>DONALD CUMMINGS</b>					
TRNG FRM 9/13-9/25 2015 SUPERVISION OF PD P	518.00	01662700-52223	TRAINING	PER DIEM	
	<u>518.00</u>				
<b>DOOR SYSTEMS INC</b>					
REPLACE LOOP DETECTOR-PWC	1,801.00	01670400-52244	MAINTENANCE & REPAIR	0811697-IN	
	<u>1,801.00</u>				
<b>DUPAGE COUNTY RECORDER</b>					
WEED LIENS- 342 SHELBURNE	8.00	01580000-52233	RECORDING FEES	201508030115	
	<u>8.00</u>				
<b>DUPAGE JUVENILE OFFICERS ASSOCIATION</b>					
CONFERENCE FEE -OCTOBER 28TH	75.00	01662700-52223	TRAINING	POPE/CASTRO	
CONFERENCE FEE -OCTOBER 28TH	75.00	01664700-52223	TRAINING	POPE/CASTRO	
	<u>150.00</u>				
<b>DUPAGE MAYORS AND MANAGERS CONFERENCE</b>					
ANNUAL STP WORKSHOP- ADAM	10.00	01620100-52222	MEETINGS	9067	
	<u>10.00</u>				
<b>DUPAGE RIVER SALT CREEK WRKGRP</b>					
MEMBERSHIP DUES & PROJECT ASSESSMENTS	44,432.00	01620600-52272	PROPERTY MAINTENANCE	MAR/2015-FEB/2016	
	<u>44,432.00</u>				
<b>DUPAGE WATER COMMISSION</b>					
OPER/MTC JULY/15	517,960.60	04201600-52283	DUPAGE CTY WATER COMMISSION	10974	
	<u>517,960.60</u>				
<b>ENGINEERING RESOURCE ASSOCIATES INC</b>					
STRM WTR PILOT STATION PROF SRV THRU JULY	315.00	01620600-52253	CONSULTANT	150804.01	
	<u>315.00</u>				
<b>FLOOD BROTHERS DISPOSAL</b>					
YARD WASTE 07/07/15	6,450.00	01-14120	YARD WASTE STICKERS	3350703	
	<u>6,450.00</u>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on Sept 8, 2015**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>GAS DEPOT</b>					
UNLEADED FUEL	15,031.84	01696200-53356	GAS PURCHASED	19583-1	
	<b>15,031.84</b>				
<b>GOLF &amp; BUSSE TOWING</b>					
2015 FLEXIBLE PAVEMENT -RELOCATION	55.00	11740000-55486	ROADWAY CAPITAL IMPROVEMEN	43444	
	<b>55.00</b>				
<b>GOVTEMPSUSA LLC</b>					
OFFICE MGR - 08/16/15	1,384.40	01590000-52253	CONSULTANT	1773410	
OFFICE MGR - 8/9/15	1,384.40	01590000-52253	CONSULTANT	1773409	
OFFICE MGR 07/12/15	1,384.40	01590000-52253	CONSULTANT	1754656	
OFFICE MGR 07/19/15	1,384.40	01590000-52253	CONSULTANT	1754657	
OFFICE MGR 07/26/15	1,384.40	01590000-52253	CONSULTANT	1763939	
OFFICE MGR 08/02/15	1,384.40	01590000-52253	CONSULTANT	1763940	
PROPERTY INSP - 08/09/15	576.80	01642100-52253	CONSULTANT	1773407	
PROPERTY INSP-08/16/15	576.80	01642100-52253	CONSULTANT	1773408	
	<b>9,460.00</b>				
<b>HD SUPPLY WATERWORKS</b>					
LARGE METER RPLMNT PROGRAM	49,355.20	04201400-53333	NEW METERS	E193595	
	<b>49,355.20</b>				
<b>IGFOA</b>					
POSTING FOR ACCOUNTANT POSITION	250.00	01600000-52228	PERSONNEL HIRING	ACCOUNTANT JOB POST	
	<b>250.00</b>				
<b>IPELRA</b>					
2015 ANNUAL CONFERENCE C REBHOLZ	375.00	01600000-52223	TRAINING	REGIS OCT 25-28	
	<b>375.00</b>				
<b>IEPA</b>					
IEPA LOAN PAYMENT	43,300.28	04100100-56491	LOAN INTEREST	BILL #22	
IEPA LOAN PAYMENT	171,024.91	04100100-56490	LOAN PRINCIPAL	BILL #22	
	<b>214,325.19</b>				
<b>IL STATE POLICE/DIRECTOR</b>					
CS12039052-3, CS13000135,CS12039052-1,CS120:	17,518.97	01-23517	DEF REV POLICE EVIDENCE	4 SEIZED ASSETS	
SEIZED ASSESTS	683.00	01-23517	DEF REV POLICE EVIDENCE	CS14007989	
	<b>18,201.97</b>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on Sept 8, 2015**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>ILL LIQUOR CONTROL COMMISSION</b>					
BASSETT RNWL LIC - TOM EBY	250.00	01664700-53325	COMMUNITY RELATIONS	RNWL LIC 5A-0048785	
	<b>250.00</b>				
<b>ILLINOIS HOMICIDE INVESTIGATORS ASSN</b>					
CONF FEES FOR 7 POLICE ATTENDEES	195.00	01662300-52223	TRAINING	OCT 19-21 2015	
CONF FEES FOR 7 POLICE ATTENDEES	390.00	01664700-52223	TRAINING	OCT 19-21 2015	
CONF FEES FOR 7 POLICE ATTENDEES	780.00	01662400-52223	TRAINING	OCT 19-21 2015	
	<b>1,365.00</b>				
<b>ILLINI POWER PRODUCTS</b>					
RPLMNT ELECTRICAL TRANSFER SWITCH PWKS EA:	7,851.00	04201600-52244	MAINTENANCE & REPAIR	SWO007297-1	
	<b>7,851.00</b>				
<b>ILLINOIS POWER MARKETING</b>					
SERV FRM 7/22- 8/19 2015	1,864.09	01670300-53213	STREET LIGHT ELECTRICITY	105438415081 8/25/15	
	<b>1,864.09</b>				
<b>JOHN L FIOTI</b>					
LOCAL PROSECUTION -AUGUST	225.00	01662300-52310	ATLE LEGAL ADJUDICATION	C S 79	
LOCAL PROSECUTION -AUGUST	270.00	01570000-52238	LEGAL FEES	C S 79	
	<b>495.00</b>				
<b>KAKNES LANDSCAPE SUPPLY, INC</b>					
WATERBAGS FOR PKWY TREES	346.50	01670700-52268	TREE MAINTENANCE	140921	
WATERBAGS FOR PKWY TREES	808.50	01670700-52281	EAB REMOVAL/REPLACEMENT	140921	
	<b>1,155.00</b>				
<b>KLEIN, THORPE &amp; JENKINS, LTD</b>					
GENERAL COUNSEL- JULY	20.50	04100100-52238	LEGAL FEES	177433 8/18/15	
GENERAL COUNSEL- JULY	61.50	01510000-52238	LEGAL FEES	177433 8/18/15	
GENERAL COUNSEL- JULY	2,562.50	11740000-52238	LEGAL FEES	177433 8/18/15	
GENERAL COUNSEL- JULY	11,506.15	01570000-52238	LEGAL FEES	177433 8/18/15	
	<b>14,150.65</b>				
<b>KONICA MINOLTA BUSINESS SOLUTIONS</b>					
BIZHUB MTC QTR ENDING 8/15/15	53.98	01612900-52226	OFFICE EQUIPMENT MAINTENANC	9001641828	
	<b>53.98</b>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on Sept 8, 2015**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>LOPEZ JOSE</b>					
RECERTIFICATION S T O P S 9/15-9/16	156.00	01662700-52223	TRAINING	PER DIEM	
	<u>156.00</u>				
<b>MUNICIPAL CLERKS OF DUPAGE CO</b>					
SEPT- VLG CLERK MEETING	25.00	01580000-52222	MEETINGS	SEPT 2, 2015 MTG	
	<u>25.00</u>				
<b>NICOR</b>					
CHARGER CT SRV- AUGUST	16.96	04101500-53230	NATURAL GAS	86606011178 8/17/15	
TUBEWAY DR SRV 7/28 THRU 8/26	52.10	04101500-53230	NATURAL GAS	14309470202 8/26/15	
	<u>69.06</u>				
<b>NORTHWEST POLICE ACADEMY</b>					
SEPT/2015 THRU JUNE 2016 MEMBERSHIP	50.00	01660100-52234	DUES & SUBSCRIPTIONS	2015-16	
	<u>50.00</u>				
<b>NOTARY PUBLIC ASSOCIATION OF IL</b>					
NOTARY RENEWAL - CHERYL LEUZE	49.00	01662600-52234	DUES & SUBSCRIPTIONS	CHERYL LEUZE	
NOTARY RNWL HILDA GUZMAN	49.00	01662600-52234	DUES & SUBSCRIPTIONS	HILDA GUZMAN	
	<u>98.00</u>				
<b>OPERATION SUPPORT OUR TROOPS</b>					
2015 CONTRIBUTIONS	3,737.86	01-24227	SUPPORT OUR TROOPS RAFFLE	2015 CONTRIBUTIONS	
	<u>3,737.86</u>				
<b>R &amp; M PRINTING</b>					
SHIRT TRUSTEE- FRUSOLONE	49.17	01520000-53324	UNIFORMS	4108	
	<u>49.17</u>				
<b>REFUNDS MISC</b>					
4 SIDEWALK SQUARES REIMBURSEMENT	80.00	01670500-53317	OPERATING SUPPLIES	SIDEWALK SQ REIMB	
342 SHELBURNE	2,522.52	01000000-47407	MISCELLANEOUS REVENUE	3 WEED LIENS	
ADM/PUBLIC SAFETY FEE PARTIAL REFUND	475.00	01000000-45321	TOWING FEE	CS15019756	
ADM/PUBLIC SAFETY FEE PARTIAL REFUND	475.00	01000000-45321	TOWING FEE	CS15022247	
ADM/PUBLIC SAFETY FEE PARTIAL REFUND	475.00	01000000-45321	TOWING FEE	CS15023185	
PC/ZBA APPL FEE REFUND	460.00	01000000-44318	PUBLIC HEARING FEES	23W750 ST CHARLES	
STATE TICKET 052301823 PD ONLINE 8/17/15 REF	120.00	01000000-45402	ORDINANCE FORFEITS	052301823	
	<u>4,607.52</u>				

**Village of Carol Stream**  
**Schedule of Bills**  
**For Village Board Approval on Sept 8, 2015**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>REFUNDS PRESERVATION BONDS</b>					
BLD 24,25 AND 26 BOND REFUNDS	73,796.40	01-24302	ESCROW - GRADING	LANDSCAPING BNDS	
DRIVEWAY BOND REFUND	300.00	01-24302	ESCROW - GRADING	1335 BOA TRL	
DRIVEWAY BOND REFUND	300.00	01-24302	ESCROW - GRADING	427 BRISTOL	
DRIVEWAY BOND REFUND	300.00	01-24302	ESCROW - GRADING	812 TAMARAC DR	
DRIVEWAY/STOOP BOND REFUND	300.00	01-24302	ESCROW - GRADING	541 APACHE LN	
ENGR SEC DEPOSIT/STRMWTR REVW FEE REFUND	1,500.00	01-24302	ESCROW - GRADING	570 S GARY AVE	
ENGR SEC DEPOSIT/STRMWTR REVW FEE REFUND	5,070.00	01-24321	STORMWATER REVIEW FEE SECUR	570 S GARY AVE	
LOTS 23,24,25,26,27 & 28 STORM, GRADING & VA	42,100.00	01-24302	ESCROW - GRADING	EASTON GRADING BNDS	
PATIO BOND REFUND	200.00	01-24302	ESCROW - GRADING	1337 LANCE(1)	
STRM, GRADING & PRKWAY PRSV SECR BOND REF	2,000.00	01-24302	ESCROW - GRADING	1337 LANCE(2)	
	<b>125,866.40</b>				
<b>REFUNDS TAX STAMPS</b>					
TAX STAMP #26832 REFUND	774.00	01000000-41208	REAL ESTATE TRANSFER TAX	1168 WINDING GLEN	
TAX STAMP #26951 REFUND	462.00	01000000-41208	REAL ESTATE TRANSFER TAX	516 NEBRASKA	
	<b>1,236.00</b>				
<b>SIERRA SYSTEMS INC</b>					
IT CONTRACTOR THOMAS DEE-8/15/15	2,120.00	01652800-52253	CONSULTANT	1805555	
IT CONTRACTOR THOMAS DEE-8/8/15	1,219.00	01652800-52253	CONSULTANT	1805535	
	<b>3,339.00</b>				
<b>SIKICH LLP</b>					
AUDIT FEES FY15	3,375.00	04103100-52237	AUDIT FEES	226348	
AUDIT FEES FY15	3,375.00	04203100-52237	AUDIT FEES	226348	
AUDIT FEES FY15	6,750.00	01520000-52237	AUDIT FEES	226348	
	<b>13,500.00</b>				
<b>SIMPLEX GRINNELL</b>					
RESET EAST SIDE PUMP STN FIRE SYSTEM	536.00	04201600-52284	EQUIPMENT MAINTENANCE	81614548	
	<b>536.00</b>				
<b>SMITHS BELL AND CLOCK</b>					
TWN CTR CLOCK REPAIR	535.00	01680000-52219	TC MAINTENANCE	1113	
	<b>535.00</b>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on Sept 8, 2015**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>THEODORE POLYGRAPH SERVICE</b>					
POLYGRAPH FOR POLICE OFFICER CANDIDATE	150.00	01510000-52228	PERSONNEL HIRING	4975	
	<u>150.00</u>				
<b>TRANSYSTEMS CORPORATION</b>					
PH III CONST MGMT KUHN RD LAFO-7/25-8/21	8,538.99	11740000-55486	ROADWAY CAPITAL IMPROVEMEN	2840007-04	20160011
	<u>8,538.99</u>				
<b>VERIZON WIRELESS</b>					
SERV FRM JULY 14 THRU AUG 13	-150.00	01652800-54412	OTHER EQUIPMENT	9750655708	
SERV FRM JULY 14 THRU AUG 13	17.98	01643700-52230	TELEPHONE	9750655708	
SERV FRM JULY 14 THRU AUG 13	17.98	01662500-52230	TELEPHONE	9750655708	
SERV FRM JULY 14 THRU AUG 13	35.96	01642100-52230	TELEPHONE	9750655708	
SERV FRM JULY 14 THRU AUG 13	38.01	01590000-52230	TELEPHONE	9750655708	
SERV FRM JULY 14 THRU AUG 13	59.79	01690100-52230	TELEPHONE	9750655708	
SERV FRM JULY 14 THRU AUG 13	77.77	01680000-52230	TELEPHONE	9750655708	
SERV FRM JULY 14 THRU AUG 13	80.74	01610100-52230	TELEPHONE	9750655708	
SERV FRM JULY 14 THRU AUG 13	95.75	04101500-52230	TELEPHONE	9750655708	
SERV FRM JULY 14 THRU AUG 13	97.80	01600000-52230	TELEPHONE	9750655708	
SERV FRM JULY 14 THRU AUG 13	113.73	04201600-52230	TELEPHONE	9750655708	
SERV FRM JULY 14 THRU AUG 13	120.97	01662300-52230	TELEPHONE	9750655708	
SERV FRM JULY 14 THRU AUG 13	135.81	04200100-52230	TELEPHONE	9750655708	
SERV FRM JULY 14 THRU AUG 13	164.91	01652800-52230	TELEPHONE	9750655708	
SERV FRM JULY 14 THRU AUG 13	180.57	01590000-52230	TELEPHONE	9750655708	
SERV FRM JULY 14 THRU AUG 13	199.99	01652800-54412	OTHER EQUIPMENT	9750655708	
SERV FRM JULY 14 THRU AUG 13	298.95	01662400-52230	TELEPHONE	9750655708	
SERV FRM JULY 14 THRU AUG 13	334.91	01620100-52230	TELEPHONE	9750655708	
SERV FRM JULY 14 THRU AUG 13	358.74	01664700-52230	TELEPHONE	9750655708	
SERV FRM JULY 14 THRU AUG 13	392.95	01670100-52230	TELEPHONE	9750655708	
SERV FRM JULY 14 THRU AUG 13	460.21	01660100-52230	TELEPHONE	9750655708	
SERV FRM JULY 14 THRU AUG 13	1,701.45	01662700-52230	TELEPHONE	9750655708	
	<u>4,834.97</u>				
<b>VILLAGE OF CAROL STREAM</b>					
CS TREATMENT ADM BLDG- JULY	56.44	04101500-53220	WATER	986886/20872	
CS TREATMENT PLANT - JULY	4.73	04101500-53220	WATER	986885/20871	
FOUNTAIN - JULY	4,188.34	01680000-53220	WATER	986891/20877	
PWKS CTR - JULY	82.05	01670100-53220	WATER	986889/20875	
PWKS GARAGE- JULY	45.50	01670100-53220	WATER	653555/20874	

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on Sept 8, 2015**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
TC VISITOR CTR- JULY	187.44	01680000-53220	WATER	986892/20878	
VLG HALL - JULY	335.88	01680000-53220	WATER	986890/20876	
	<u>4,900.38</u>				
<b>WHEATON BANK AND TRUST</b>					
WHEATON BANK FEES JULY/2015	225.93	04103100-52256	BANKING SERVICES	7509063 JULY/2015	
WHEATON BANK FEES JULY/2015	225.93	04203100-52256	BANKING SERVICES	7509063 JULY/2015	
WHEATON BANK FEES JULY/2015	705.86	01610100-52256	BANKING SERVICES	7509063 JULY/2015	
	<u>1,157.72</u>				
<b>GRAND TOTAL</b>	<u><u>\$1,258,171.81</u></u>				



The preceding list of bills payable totaling \$1,258,171.81 was reviewed and approved for payment.

**Approved by:**



\_\_\_\_\_

Joseph Breinig - Village Manager

**Date:**

9/3/15  
\_\_\_\_\_

**Authorized by:**

\_\_\_\_\_  
Frank Saverino Sr - Mayor

\_\_\_\_\_  
Laura Czarnecki- Village Clerk

**ADDENDUM WARRANTS**  
**August 18, 2015 thru September 8, 2015**

Fund	Check #	Vendor	Description	Amount
General	A C H	Wheaton Bank & Trust	Payroll Aug 3, 2015 thru Aug 16, 2015	467,316.44
Water & Sewer	A C H	Wheaton Bank & Trust	Payroll Aug 3, 2015 thru Aug 16, 2015	40,592.05
General	A C H	Wheaton Bank & Trust	Payroll Aug 17, 2015 thru Aug 30, 2015	469,108.21
Water & Sewer	A C H	Wheaton Bank & Trust	Payroll Aug 17, 2015 thru Aug 30, 2015	<u>77,607.66</u>
				<u><u>1,054,624.36</u></u>

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2015

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

\_\_\_\_\_  
 Laura Czarniecki - Village Clerk

Village of Carol Stream  
**General Fund Budget Summary**  
 For the Month Ended July 31, 2015

**AGENDA ITEM**  
*M-4 9-8-15-*

**MONTH**

**YTD**

**BUDGET**

**REVENUES**

	Last Year		Current Year		Monthly Variance			Last Year		Current Year		YTD Variance			Annual	YTD	YTD	Variance	
	Jul	Jul	\$	%	\$	%		YTD	YTD	\$	%	Budget	Budget		Actual	\$	%		
Sales Tax	\$ 539,686	\$ 590,796	51,110	9%	\$ 1,494,765	\$ 1,619,156	124,392	8%	\$ 6,710,000	\$ 1,559,166	\$ 1,619,156	59,990	4%						
Home Rule Sales Tax	322,423	330,711	8,288	3%	904,412	921,027	16,615	2%	3,960,000	920,164	921,027	863	0%						
State Income Tax	369,999	417,098	47,099	13%	1,193,768	1,424,557	230,789	19%	3,881,000	1,191,057	1,424,557	233,500	20%						
Utility Tax - Electricity	167,235	153,757	(13,479)	-8%	442,897	432,332	(10,565)	-2%	1,850,000	425,159	432,332	7,173	2%						
Telecommunications Tax	112,760	101,545	(11,214)	-10%	339,634	321,475	(18,159)	-5%	1,210,000	330,356	321,475	(8,882)	-3%						
Fines (Court, Ord., ATLE, Towing)	156,713	120,565	(36,148)	-23%	401,860	448,586	46,726	12%	1,625,000	415,950	448,586	32,636	8%						
Natural Gas Use Tax	17,086	17,837	751	4%	115,094	99,867	(15,226)	-13%	570,000	99,360	99,867	507	1%						
Other Taxes (Use, Hotel, PPRT Real Estate, Road & Bridge)	126,916	243,238	116,322	92%	626,090	703,376	77,286	12%	2,298,500	701,507	703,376	1,869	0%						
Licenses (Vehicle, Liquor, etc.)	43,436	37,073	(6,363)	-15%	388,291	363,091	(25,200)	-6%	601,500	376,705	363,091	(13,614)	-4%						
Cable Franchise Fees	152,431	159,911	7,480	5%	152,431	262,484	110,053	72%	650,000	162,500	262,484	99,984	62%						
Building Permits	54,872	98,383	43,510	79%	191,385	188,132	(3,253)	-2%	522,500	170,000	188,132	18,132	11%						
Fees for Services	67,058	47,768	(19,290)	-29%	189,363	156,101	(33,262)	-18%	609,500	176,775	156,101	(20,674)	-12%						
Interest Income	2,904	465	(2,439)	-84%	7,380	1,041	(6,339)	-86%	5,000	1,250	1,041	(209)	-17%						
All Other / Miscellaneous	31,938	44,068	12,129	38%	145,483	194,091	48,607	33%	1,189,000	311,000	194,091	(116,909)	-38%						
<b>Revenue Totals</b>	<b>2,165,457</b>	<b>2,363,214</b>	<b>197,757</b>	<b>9%</b>	<b>6,592,853</b>	<b>7,135,318</b>	<b>542,465</b>	<b>8%</b>	<b>25,682,000</b>	<b>6,840,950</b>	<b>7,135,318</b>	<b>294,368</b>	<b>4%</b>						

**EXPENDITURES**

Fire & Police Commission	1,933	3,225	1,292	67%	6,650	7,973	1,323	20%	28,011	7,002	7,973	971	14%						
Legislative Board	15,613	5,565	(10,047)	-64%	58,329	11,646	(46,683)	-80%	141,878	56,829	11,646	(45,182)	-80%						
Plan Commission & ZBA	763	1,168	405	53%	1,544	1,403	(141)	-9%	5,243	1,311	1,403	92	7%						
Legal Services	31,167	22,168	(8,999)	-29%	78,263	74,025	(4,238)	-5%	320,000	80,001	74,025	(5,976)	-7%						
Village Clerk	2,241	2,400	159	7%	9,607	8,177	(1,429)	-15%	38,874	10,239	8,177	(2,062)	-20%						
Administration	90,492	65,417	(25,075)	-28%	236,052	231,727	(4,325)	-2%	921,723	226,502	231,727	5,225	2%						
Employee Relations	17,792	15,708	(2,085)	-12%	62,778	65,241	2,463	4%	310,225	81,993	65,241	(16,752)	-20%						
Financial Management	94,822	84,500	(10,321)	-11%	256,472	244,624	(11,848)	-5%	872,540	259,280	244,624	(14,656)	-6%						
Engineering Services	96,689	79,500	(17,189)	-18%	279,469	256,924	(22,545)	-8%	1,198,002	315,185	256,924	(58,262)	-18%						
Community Development	76,504	51,048	(25,456)	-33%	240,521	204,403	(36,118)	-15%	1,111,988	292,505	204,403	(88,103)	-30%						
Information Services	42,993	35,973	(7,019)	-16%	165,463	126,219	(39,244)	-24%	972,291	248,828	126,219	(122,609)	-49%						
Police	1,184,657	1,341,215	156,558	13%	3,375,512	3,611,761	236,249	7%	13,763,102	3,661,860	3,611,761	(50,099)	-1%						
Public Works	249,243	193,570	(55,672)	-22%	820,491	785,849	(34,642)	-4%	3,825,460	963,248	785,849	(177,399)	-18%						
Municipal Building	44,859	24,800	(20,059)	-45%	97,296	88,248	(9,047)	-9%	754,728	99,081	88,248	(10,833)	-11%						
Municipal Garage	1,662	(8,138)	(9,800)	-590%	14,600	7,583	(7,017)	-48%	-	-	7,583	7,583	100%						
Transfers and Agreements	115,341	-	(115,341)	-100%	169,196	-	(169,196)	-100%	1,375,000	173,333	-	(173,333)	-100%						
Town Center	7,457	17,486	10,030	135%	13,927	22,737	8,811	63%	42,935	33,475	22,737	(10,738)	-32%						
<b>Expenditure Totals</b>	<b>2,074,227</b>	<b>1,935,606</b>	<b>(138,621)</b>	<b>-7%</b>	<b>5,886,168</b>	<b>5,748,540</b>	<b>(137,628)</b>	<b>-2%</b>	<b>25,682,000</b>	<b>6,510,672</b>	<b>5,748,540</b>	<b>(762,132)</b>	<b>-12%</b>						
<b>Net Increase / (Decrease)</b>	<b>91,230</b>	<b>427,608</b>	<b>336,378</b>		<b>706,685</b>	<b>1,386,778</b>	<b>680,093</b>		<b>-</b>	<b>330,278</b>	<b>1,386,778</b>	<b>1,056,500</b>							

Village of Carol Stream  
**Water and Sewer Fund Budget Summary**  
 For the Month Ended July 31, 2015

**MONTH**

**YTD**

**BUDGET**

**REVENUES**

	Last Year	Current Year	Monthly Variance	
	Jul	Jul	\$	%
Water Billings	\$ 507,396	\$ 551,583	44,187	9%
Sewer Billings	182,783	214,608	31,826	17%
Penalties/Admin Fees	14,012	20,012	6,000	43%
Connection/Expansion Fees	1,100	5,368	4,268	388%
Interest Income	4,455	452	(4,003)	-90%
Rental Income	16,668	8,012	(8,657)	-52%
All Other / Miscellaneous	3,313	12,679	9,366	283%
<b>Revenue Totals</b>	<b>729,727</b>	<b>812,713</b>	<b>82,986</b>	<b>11%</b>

	Last Year	Current Year	YTD Variance	
	YTD	YTD	\$	%
Water Billings	\$ 1,623,324	\$ 1,771,837	148,513	9%
Sewer Billings	583,208	674,315	91,108	16%
Penalties/Admin Fees	38,953	46,811	7,858	20%
Connection/Expansion Fees	79,968	23,027	(56,942)	-71%
Interest Income	12,947	1,053	(11,894)	-92%
Rental Income	47,666	34,685	(12,981)	-27%
All Other / Miscellaneous	80,880	80,551	(329)	0%
<b>Revenue Totals</b>	<b>2,466,945</b>	<b>2,632,278</b>	<b>165,334</b>	<b>7%</b>

	Annual	YTD	YTD	Variance	
	Budget	Budget	Actual	\$	%
Water Billings	\$ 6,750,000	\$ 1,746,089	\$ 1,771,837	25,748	1%
Sewer Billings	2,550,000	691,189	674,315	(16,874)	-2%
Penalties/Admin Fees	164,000	41,000	46,811	5,811	14%
Connection/Expansion Fees	93,000	23,250	23,027	(223)	-1%
Interest Income	14,000	3,500	1,053	(2,447)	-70%
Rental Income	100,000	25,000	34,685	9,685	39%
All Other / Miscellaneous	92,000	8,000	80,551	72,551	907%
<b>Revenue Totals</b>	<b>9,763,000</b>	<b>2,538,028</b>	<b>2,632,278</b>	<b>94,250</b>	<b>4%</b>

**EXPENDITURES**

	Last Year	Current Year	Monthly Variance	
	Jul	Jul	\$	%
Salaries & Benefits	86,235	80,765	(5,470)	-6%
Purchase of Water	432,066	485,791	53,725	12%
WRC Operating Contract	(28,305)	88,380	116,686	-412%
Maintenance & Operating	107,691	121,139	13,448	12%
IEPA Loan P&I	-	-	-	0%
DWC Loan P&I	-	-	-	0%
Capital Outlay	93,949	280,587	186,638	199%
<b>Expenditure Totals</b>	<b>691,635</b>	<b>1,056,662</b>	<b>365,026</b>	<b>53%</b>

	Last Year	Current Year	YTD Variance	
	YTD	YTD	\$	%
Salaries & Benefits	297,232	293,218	(4,014)	-1%
Purchase of Water	1,210,297	1,376,865	166,568	14%
WRC Operating Contract	369,756	408,815	39,059	11%
Maintenance & Operating	220,783	541,428	320,645	145%
IEPA Loan P&I	-	-	-	0%
DWC Loan P&I	-	-	-	0%
Capital Outlay	138,180	329,168	190,988	138%
<b>Expenditure Totals</b>	<b>2,236,248</b>	<b>2,949,494</b>	<b>713,246</b>	<b>32%</b>

	Annual	YTD	YTD	Variance	
	Budget	Budget	Actual	\$	%
Salaries & Benefits	1,318,433	354,963	293,218	(61,745)	-17%
Purchase of Water	5,655,000	1,242,544	1,376,865	134,321	11%
WRC Operating Contract	1,765,013	441,253	408,815	(32,438)	-7%
Maintenance & Operating	1,645,616	411,404	541,428	130,024	32%
IEPA Loan P&I	428,650	-	-	-	0%
DWC Loan P&I	59,834	-	-	-	0%
Capital Outlay	3,729,000	750,000	329,168	(420,832)	-56%
<b>Expenditure Totals</b>	<b>14,601,546</b>	<b>3,200,164</b>	<b>2,949,494</b>	<b>(250,669)</b>	<b>-8%</b>

**Net Increase / (Decrease)**

<b>38,092</b>	<b>(243,949)</b>	<b>(282,041)</b>		
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<b>230,697</b>	<b>(317,216)</b>	<b>(547,913)</b>		
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<b>(4,838,546)</b>	<b>(662,136)</b>	<b>(317,216)</b>	<b>344,920</b>	
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Village of Carol Stream  
**Capital Budget Summary**  
For the Month Ended July 31, 2015

CAPITAL PROJECTS FUND	MONTH				YTD				BUDGET*		
	Last Year	Current Year	Monthly Variance		Last Year	Current Year	YTD Variance		Annual	YTD	% of
	Jul	Jul	\$	%	YTD	YTD	\$	%	Budget	Actual	Total
<b>REVENUES</b>											
Capital Grants	\$ -	\$ -	-	0%	\$ -	\$ 2,954	2,954	100%	\$ 730,000	\$ 2,954	0%
Interest Income	(5,048)	762	5,810	-115%	14,882	1,826	(13,056)	-88%	15,000	1,826	12%
All Other / Miscellaneous	246	515	269	109%	50,591	18,276	(32,315)	-64%	346,000	18,276	0%
<b>Revenue Totals</b>	<b>(4,802)</b>	<b>1,278</b>	<b>6,079</b>	<b>-127%</b>	<b>65,473</b>	<b>23,056</b>	<b>(42,417)</b>	<b>-65%</b>	<b>1,091,000</b>	<b>23,056</b>	<b>2%</b>
<b>EXPENDITURES</b>											
Roadway Improvements	1,654,359	1,757,087	102,728	6%	2,484,638	2,870,767	386,129	16%	4,650,000	2,870,767	62%
Facility Improvements	-	-	-	0%	-	-	-	0%	90,000	-	0%
Stormwater Improvements	-	-	-	0%	-	-	-	0%	507,000	-	0%
Miscellaneous	-	2,381	2,381	100%	-	2,463	2,463	100%	5,000	2,463	0%
<b>Expenditure Totals</b>	<b>1,654,359</b>	<b>1,759,467</b>	<b>105,109</b>	<b>6%</b>	<b>2,484,638</b>	<b>2,873,230</b>	<b>388,592</b>	<b>16%</b>	<b>5,252,000</b>	<b>2,873,230</b>	<b>55%</b>
<b>Net Increase / (Decrease)</b>	<b>(1,659,161)</b>	<b>(1,758,190)</b>	<b>(99,029)</b>	<b>6%</b>	<b>(2,419,165)</b>	<b>(2,850,173)</b>	<b>(431,009)</b>	<b>18%</b>	<b>(4,161,000)</b>	<b>(2,850,173)</b>	<b>68%</b>

MFT FUND	MONTH				YTD				BUDGET*		
	Last Year	Current Year	Monthly Variance		Last Year	Current Year	YTD Variance		Annual	YTD	% of
	Jul	Jul	\$	%	YTD	YTD	\$	%	Budget	Actual	Total
<b>REVENUES</b>											
Motor Fuel Tax Allotments	\$ 77,298	\$ 56,286	(21,013)	-27%	\$ 430,209	\$ 235,365	(194,844)	-45%	\$ 966,000	\$ 235,365	24%
Interest Income	158	129	(30)	-19%	460	292	(168)	-36%	500	292	58%
<b>Revenue Totals</b>	<b>77,457</b>	<b>56,414</b>	<b>(21,042)</b>	<b>-27%</b>	<b>430,669</b>	<b>235,657</b>	<b>(195,012)</b>	<b>-45%</b>	<b>966,500</b>	<b>\$ 235,657</b>	<b>24%</b>
<b>EXPENDITURES</b>											
Street Resurfacing - Capital	-	-	-	0%	-	-	-	0%	-	-	0%
Crack Filling	-	-	-	0%	47,321	-	(47,321)	-100%	135,000	-	0%
Salt	-	-	-	0%	-	-	-	0%	-	-	0%
Electricity	-	-	-	0%	-	-	-	0%	-	-	0%
Materials and Supplies	-	-	-	0%	-	-	-	0%	-	-	0%
<b>Expenditure Totals</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0%</b>	<b>47,321</b>	<b>-</b>	<b>(47,321)</b>	<b>100%</b>	<b>135,000</b>	<b>-</b>	<b>0%</b>
<b>Net Increase / (Decrease)</b>	<b>77,457</b>	<b>56,414</b>	<b>(21,042)</b>	<b>-27%</b>	<b>383,348</b>	<b>235,657</b>	<b>(147,691)</b>	<b>-39%</b>	<b>831,500</b>	<b>235,657</b>	<b>28%</b>

\* Due to the uncertainty of timing of various capital improvement projects, no YTD budget estimates are shown.

Village of Carol Stream  
**TIF Funds Budget Summary**  
 For the Month Ended July 31, 2015

	MONTH				YTD				BUDGET				
	Last Year	Current Year	Monthly Variance		Last Year	Current Year	YTD Variance		Annual	YTD	YTD	Variance	
	Jul	Jul	\$	%	YTD	YTD	\$	%	Budget	Budget	Actual	\$	%
<b>GENEVA CROSSING TIF</b>													
<b>REVENUES</b>													
TIF Property Taxes	\$ 4	\$ -	(4)	-100%	\$ 247,660	\$ 190,689	(\$ 56,971)	-23%	\$ 475,000	\$ 237,500	\$ 190,689	(46,811)	-20%
Interest Income	17	10	(8)	-44%	50	28	(23)	-45%	200	50	28	(22)	-45%
Village Contribution	-	-	-	0%	45,104	-	(45,104)	-100%	55,000	18,333	-	(18,333)	-100%
<b>Revenue Totals</b>	<b>21</b>	<b>10</b>	<b>(11)</b>	<b>-54%</b>	<b>292,814</b>	<b>190,716</b>	<b>(102,098)</b>	<b>-35%</b>	<b>530,200</b>	<b>255,883</b>	<b>190,716</b>	<b>(65,167)</b>	<b>-25%</b>
<b>EXPENDITURES</b>													
Principal Retirement	-	-	-	0%	-	-	-	0%	265,000	-	-	-	0%
Interest Expense	-	-	-	0%	58,480	27,240	(31,240)	-53%	54,480	27,240	27,240	-	0%
Paying Agent Fees	-	-	-	0%	-	-	-	0%	3,500	1,500	-	(1,500)	-100%
<b>Expenditure Totals</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0%</b>	<b>58,480</b>	<b>27,240</b>	<b>(31,240)</b>	<b>-53%</b>	<b>322,980</b>	<b>28,740</b>	<b>27,240</b>	<b>(1,500)</b>	<b>-5%</b>
<b>Net Increase / (Decrease)</b>	<b>21</b>	<b>10</b>	<b>(11)</b>	<b>-54%</b>	<b>234,334</b>	<b>163,476</b>	<b>(70,858)</b>	<b>-30%</b>	<b>207,220</b>	<b>227,143</b>	<b>163,476</b>	<b>(63,667)</b>	<b>-28%</b>

**NORTH/SCHMALE TIF**

<b>REVENUES</b>													
TIF Property Taxes	\$ 0	\$ -	(\$ 0)	-100%	\$ 7,379	\$ 7,239	(\$ 139)	-2%	\$ 14,000	\$ 7,000	\$ 7,239	\$ 239	3%
Sales Taxes	-	-	-	0%	-	-	-	0%	120,000	40,000	-	(40,000)	-100%
Interest Income	0	2	2	826%	0	3	3	554%	-	-	3	3	100%
Village Contribution	-	-	-	0%	-	-	-	0%	-	-	-	-	0%
<b>Revenue Totals</b>	<b>0</b>	<b>2</b>	<b>1</b>	<b>487%</b>	<b>7,379</b>	<b>7,242</b>	<b>(137)</b>	<b>100%</b>	<b>134,000</b>	<b>47,000</b>	<b>7,242</b>	<b>(39,758)</b>	<b>-85%</b>
<b>EXPENDITURES</b>													
Legal Fees	39	-	(39)	-100%	39	-	(39)	-100%	4,000	999	-	(999)	-100%
Consulting Fees	-	-	-	0%	-	-	-	0%	2,000	750	-	(750)	-100%
Other Expenses	-	-	-	0%	-	22,602	22,602	100%	151,000	50,000	22,602	(27,398)	-55%
<b>Expenditure Totals</b>	<b>39</b>	<b>-</b>	<b>(39)</b>	<b>-100%</b>	<b>39</b>	<b>22,602</b>	<b>22,563</b>	<b>57854%</b>	<b>157,000</b>	<b>51,749</b>	<b>22,602</b>	<b>(29,147)</b>	<b>-56%</b>
<b>Net Increase / (Decrease)</b>	<b>(39)</b>	<b>2</b>	<b>40</b>		<b>7,340</b>	<b>(15,360)</b>	<b>(22,700)</b>		<b>(23,000)</b>	<b>(4,749)</b>	<b>(15,360)</b>	<b>(10,611)</b>	

Village of Carol Stream  
**Police Pension Fund Budget Summary**  
 For the Month Ended July 31, 2015

POLICE PENSION FUND	MONTH				YTD				BUDGET				
	Last Year	Current Year	Monthly Variance		Last Year	Current Year	YTD Variance		Annual	YTD	YTD	Variance	
	Jul	Jul	\$	%	YTD	YTD	\$	%	Budget	Budget	Actual	\$	%
<b>REVENUES</b>													
Investment Income	\$ 8	\$ (607,821)	(607,829)	-7752921%	\$ 946,114	\$ (539,281)	(1,485,395)	-157%	\$ 3,300,100	\$ 825,025	\$ (539,281)	(1,364,306)	-165%
Employee Contributions	40,779	42,400	1,621	4%	145,634	148,943	3,309	2%	570,000	153,462	148,943	(4,518)	-3%
Village Contribution	137,653	284,324	146,672	107%	412,958	426,486	13,529	3%	1,705,946	426,486	426,486	-	0%
Other Revenues	-	-	-	0%	-	-	-	0%	-	-	-	-	0%
<b>Revenue Totals</b>	<b>178,440</b>	<b>(281,097)</b>	<b>(459,537)</b>	<b>-258%</b>	<b>1,504,706</b>	<b>36,148</b>	<b>(1,468,558)</b>	<b>-98%</b>	<b>5,576,046</b>	<b>1,404,973</b>	<b>36,148</b>	<b>(1,368,825)</b>	<b>-97%</b>
<b>EXPENDITURES</b>													
Investment and Admin Fees	2,765	8,765	6,001	217%	82,191	22,277	(59,914)	-73%	150,000	37,500	22,277	(15,223)	-41%
Participant Benefit Payments	160,212	172,303	12,091	8%	453,645	512,558	58,913	13%	2,235,500	512,575	512,558	(17)	0%
<b>Expenditure Totals</b>	<b>162,976</b>	<b>181,068</b>	<b>18,092</b>	<b>11%</b>	<b>535,836</b>	<b>534,835</b>	<b>(1,001)</b>	<b>0%</b>	<b>2,385,500</b>	<b>550,075</b>	<b>534,835</b>	<b>(15,240)</b>	<b>-3%</b>
<b>Net Increase / (Decrease)</b>	<b>15,463</b>	<b>(462,166)</b>	<b>(477,629)</b>		<b>968,869</b>	<b>(498,688)</b>	<b>(1,467,557)</b>		<b>3,190,546</b>	<b>854,898</b>	<b>(498,688)</b>	<b>(1,353,585)</b>	

Village of Carol Stream  
**Schedule of Cash and Investment Balances**  
 July 31, 2015

FUND	CASH	INVESTMENTS	TOTAL CASH & INVESTMENTS	LAST YEAR 7/31/2014
GENERAL FUND	\$ 1,138,188.12	\$ 12,736,409.27	\$ 13,874,597.39	\$ 13,616,738.57
WATER & SEWER FUND	631,905.73	12,367,264.90	12,999,170.63	15,063,544.89
CAPITAL PROJECTS FUND	-	19,872,281.85	19,872,281.85	21,687,440.42
MFT FUND	-	3,513,378.93	3,513,378.93	2,526,907.55
GENEVA CROSSING TIF FUND	-	1,233,263.24	1,233,263.24	2,195,110.42
NORTH/SCHMALE TIF FUND	-	47,996.97	47,996.97	18,037.51
POLICE PENSION FUND	486,727.10	40,528,322.98	41,015,050.08	39,759,242.42
<b>TOTAL</b>	<u>\$ 2,256,820.95</u>	<u>\$ 90,298,918.14</u>	<u>\$ 92,555,739.09</u>	<u>\$ 94,867,021.78</u>