

Village of Carol Stream

BOARD MEETING

AGENDA

TUESDAY, JANUARY 21, 2014

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 the Minutes of the January 6, 2014 Special Meeting of the Village Board.
2. Approval of the Minutes of the January 6, 2014 Village Board Meeting.

C. LISTENING POST:

1. Resolution No. 2697, Honoring Margaret (Sue) Sullivan for Her 20 Years of Service with the Village of Carol Stream.
2. Addresses from Audience (3 Minutes).

D. PUBLIC HEARINGS:

E. SELECTION OF CONSENT AGENDA:

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

F. BOARD AND COMMISSION REPORTS:

G. OLD BUSINESS:

H. STAFF REPORTS AND RECOMMENDATIONS:

1. A motion authorizing the transfer of various Gary Avenue multi-use path deposits totaling \$48,637 from the General Fund to the Capital Projects Fund. *These deposits will be applied toward the Village's portion of costs associated with DuPage County's Gary Avenue Improvements Project. This is an internal accounting transfer only from one Village account to another and does not represent an expenditure of funds at this time.*

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2. Award of Contract for Consultant Engineering Services for Phase II Illini Bridge Replacement Project.
This item is a recommendation to award a consulting engineering contract to Wills Burke Kelsey Associates, Ltd. (WBK) for the Phase II Illini Bridge Replacement Project at a cost not to exceed \$54,258.31.
3. Award of Contract for Consultant Engineering Services for Phase II West Branch DuPage River/Fair Oaks Trail.
This item is a recommendation to award a consulting engineering contract to TranSystems, Inc. for Phase II West Branch DuPage River/Fair Oaks Trail at a cost not to exceed \$161,328.

I. ORDINANCES:

1. Ordinance No. _____, Annexing Certain Territory to the Village of Carol Stream (Parcel 4 in Community Park).
Annexation of the Village-owned, unincorporated parcel in Community Park.

J. RESOLUTIONS:

1. Resolution No. _____, Accepting Local Technical Assistance from CMAP in the Preparation of a Comprehensive Plan, and Authorizing the Village Manager to Execute a Memorandum of Understanding with CMAP.
Approval of an agreement with CMAP so as to initiate the 2014 Comprehensive Plan Project.
2. Resolution No. _____, Authorizing the Mayor to Execute an Agreement for the Purchase of Electric Utility Service - *This resolution will allow the Mayor or his designee to enter into an agreement to purchase electricity for the Village's large use municipal accounts with the lowest bidder effective June 2014.*
3. Resolution No. _____, Authorizing the Execution of a Contract By and Between the Village of Carol Stream and John Fioti. *This is a 17 month contract renewal for John Fioti to continue to be Administrative Adjudicator for Automated Traffic Law Enforcement (Red Light) and Administrative Tow Hearings.*

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4. Resolution Accepting a Plat of Easement for Stormwater Management and Conveyance – Auto Mechanics Union Local 701.
This item is the acceptance of a grant of easement for storm water management and conveyance as required by the DuPage County Countywide Storm Water Management and Flood Plain Ordinance.
5. Engineering Vehicle Purchase and Resolution Declaring Surplus Property Owned by the Village of Carol Stream.
Purchase of a 2014 Ford F150 in the amount of \$21,205 and declare vehicle #218 surplus, 2001 GMC Sonoma and be traded to Wright Automotive for \$4,000.00.
6. Resolution to approve a Local Agency Agreement for Federal Participation – West Branch DuPage River/Fair Oaks Road Trail.
This agreement indicates that \$32,265 has been set aside to cover the local share of the project cost and \$129,063 in FHWA ITEP funding is available. Additional funds will be appropriated, if required, to cover the Village's total cost.

K. NEW BUSINESS:

1. Request from Pace for Approval of an Advertising Transit Shelter Agreement.
Approval of an agreement with Pace to allow installation of advertising shelters at bus stops.
2. Request from Richard McMahon of Buchanan Energy, for an Extension of a Special Use Permit.
Approval of a one-year extension of the special use permit granted in August 2012 for a Bucky's Express gas station at 870 Army Trail Road.
3. Raffle License Application-Winfield School District 34 PTO.
Request for Raffle License Approval, Waiver of Application Fee and Manager's Fidelity Bond for Their Trivia Fundraiser on February 8, 2014 at the American Legion Hall, Carol Stream, IL.

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L. PAYMENT OF BILLS:

1. Regular Bills: January 7, 2014 through January 21, 2014.
2. Addendum Warrants: January 7, 2014 through January 21, 2014.

M. REPORT OF OFFICERS:

1. Mayor:
2. Trustees:
3. Clerk:
4. Treasurer's Report: Revenue/Expenditure Statement and Balance Sheet, Month End, December 31, 2013.

N. EXECUTIVE SESSION:

1. Collective Negotiating Matters.

O. ADJOURNMENT:

LAST ORDINANCE	2014-01-03	LAST RESOLUTION	2696
NEXT ORDINANCE	2014-01-04	NEXT RESOLUTION	2697

Village of Carol Stream
Special Meeting of the Village Board
Medical Marijuana
Budget Workshop #1 – General Fund

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

January 6, 2014
6:00 p.m. – 7:27 p.m.

Meeting Notes

ATTENDANCE: Trustee Matt McCarthy
Trustee Greg Schwarze
Trustee Don Weiss (Absent)
Trustee Mary Frusolone
Trustee Rick Gieser
Trustee John LaRocca
Mayor Frank Saverino, Sr. (Absent)
Clerk Beth Melody
Commissioner Angelo Christopher
Commissioner James Joseph
Commissioner Frank Petella (Absent)
Commissioner Dee Spink
Commissioner David Creighton
Commissioner David Hennessey
Commissioner John Meneghini
Joseph E. Breinig, Village Manager
Robert Mellor, Asst. Village Manager
Chris Oakley, Asst. to the Village Manager
Phil Modaff, Dir. of Public Works
James Knudsen, Dir. Engineering Services
Robert Glees, Dir. of Community Dev.
Jon Batek, Finance Director
Kevin Orr, Police Chief
Caryl Rebholz, Employee Relations Dir.
Don Bastian, Asst. Dir. of Community Dev.
Jim Rhodes, Village Attorney

The meeting was called to order by Mayor Pro Tem McCarthy and the roll call read by Village Clerk Melody. The result of the roll call vote was as follows:

Present: Mayor Pro Tem McCarthy and Trustees Schwarze, Frusolone, Gieser & LaRocca
Absent: Mayor Saverino and Trustee Weiss

Medical Marijuana

Assistant Community Development Director Bastian reviewed the Compassionate Use of Medical Cannabis Pilot Program Act which went into effect on January 1, 2014. The Act is intended to provide access to medical cannabis to qualifying patients having debilitating medical conditions via licensed dispensing facilities. The State of Illinois has 120 days from the effective date of the act to draft rules and procedures regarding administration of the pilot program.

This update will cover the following topics:

- I. Overview of the Compassionate Use of Medical Cannabis Pilot Program Act
- II. Status of the Compassionate Use of Medical Cannabis Pilot Program
- III. DuPage Mayors and Managers Conference Report
- IV. Regulation through Zoning
- V. Recommended Zoning Changes for Carol Stream
- VI. Village Board/PCZBA Feedback and Questions

I. **Overview – Compassionate Use of Medical Cannabis Pilot Program Act**

Act was signed by Governor Quinn on August 1, 2013.

- Act became effective January 1, 2014.
- Illinois is the 20th state to legalize medical cannabis.
- Act allows 22 medical cannabis **cultivation centers** to be established within the state, with not more than one cultivation center in each State Police District.
- Per the Act, medical cannabis **cultivation centers** may not be located within **2,500 feet** of the property line of a pre-existing public or private preschool or elementary or secondary school or day care center, day care home, group day care home, part day child care facility, or an area zoned for residential use.
- Per the Act, medical cannabis **dispensing organizations** may not be located within **1,000 feet** of the property line of a pre-existing public or private preschool or elementary or secondary school or day care center, day care home, group day care home or part day child care facility, and may not be located in any area zoned for residential use.
- Only cannabis grown in an Illinois licensed and regulated cultivation center will be allowed to be dispensed in Illinois. Cannabis may not be brought in from out of state.
- Only Illinois residents meeting program requirements can participate in the program. There is no reciprocity with programs in other states.
- As a Pilot Program, the Act was created with a sunset provision, meaning that if the legislature does not renew the program or create a new law, the Program will cease to exist four years after it went into effect (January 1, 2018).
- Act allows up to 60 medical cannabis **dispensing organizations** to be established in the state, not geographically limited by State Police District.
- Various State agencies have roles in implementing the Act and administering the Pilot Program:
- Illinois Department of Agriculture (IDOA) – Licensing and regulating cultivation centers as allowed within the Act
- Illinois Department of Financial & Professional Regulation (IDPFR) – Licensing and regulating the dispensing organizations as allowed within the Act
- Illinois Department of Public Health (IDPH) – Creating a system for issuing registry identification cards to qualifying patients, and a system for physicians to recommend patients for inclusion into the registry
- To become a Qualifying Patient, a person must be diagnosed by a physician with a current Controlled Substances License as having a debilitating medical condition as defined in the Act.
- The Act lists approximately 40 illnesses as debilitating medical conditions, and a process exists for petitioning the IDPH to add new debilitating conditions.
- Qualifying Patients may obtain up to 2.5 ounces of medical cannabis every 14 days from a licensed dispensing organization.

II. **Status of the Compassionate Use of Medical Cannabis Pilot Program**

- Beginning January 1, 2014, the Illinois Department of Agriculture, Illinois Department of Financial & Professional Regulation and Illinois Department of Public Health have **120 days** to file the draft administrative rules and procedures relative to their role in implementing the Act with the **Joint Committee on Administrative Rules (JCAR)**.
- Once draft rules are filed, there will be a minimum 45-day First Notice period for public review and comment, after which there will be a 45-day Second Notice period, with the possibility of a 45-day extension.
- Upon adoption of the administrative rules, each state agency will process applications relative to their role in the Act.

- As noted on their website (www.agr.state.il.us/mcipp), the IDOA does not anticipate that it will begin accepting applications for cultivation center licenses until fall 2014.
- It is not known how long it will take to license an Illinois cultivation center; however, with only Illinois-cultivated cannabis allowed to be dispensed in Illinois, it may very well be 2015 before medical cannabis is available for dispensing in Illinois.

III. DuPage Mayors and Managers Conference Report

- This fall, the DMMC Managers Committee directed that a Medical Marijuana Working Group be established to study the implications of the Act on DuPage County municipalities.
- The Working Group, led by Village Manager Breinig, included municipal staff with legal, administrative, employee relations and land use/zoning backgrounds.
- The Working Group's draft report, "*Medical Marijuana – What You Need to Know*" was transmitted to you in advance of this workshop.
- The report includes sections on land use and zoning regulation, police enforcement activities, and human resources related procedures and actions.

IV. Regulation through Zoning

- The Medical Marijuana Working Group surveyed municipalities to find out whether they were considering zoning code amendments related to cultivation centers or dispensing organizations.
- 11 out of the 20 responding municipalities reported that they had approved, or were contemplating, zoning code amendments aimed at addressing medical cannabis facilities.
- Other DuPage municipalities that did not respond to the survey (Bartlett, Downers Grove and Lombard) have approved zoning code changes to further regulate medical cannabis facilities.
- **IDFPR will require applicants for dispensing organization licenses to submit proof of compliance with local zoning laws.**
- Land Use and Municipal Attorneys offer (at least) two perspectives on the need to impose further regulation of medical cannabis cultivation centers and dispensing organizations through zoning.
- **Perspective #1:** Municipalities may enact reasonable zoning regulations that do not conflict with the Act or its regulations; however their home rule authority is pre-empted. An outright ban on cultivation centers or dispensing organizations would not likely survive a legal challenge.
- **Perspective #2:** Dispensing marijuana is a federal crime under the Federal Controlled Substances Act. A good argument can be made that the Federal Controlled Substances Act preempts state law. If the zoning code prohibits uses that violate federal law, then the municipality can deny the use.
- A map of Areas where dispensaries and cultivation centers would be prohibited was presented. By applying the separation buffers set forth in the Act, it is possible to identify the areas of the Village where a cultivation center or dispensing organization could conceivably locate, absent any further regulation through local zoning.
- Several DuPage County municipalities have recently amended their Zoning Codes to specifically list medical cannabis cultivation center and medical cannabis dispensing organization as allowable permitted or special uses in various business or industrial zoning districts.
- In review of the permitted and special use lists of Carol Stream's Zoning Code, there are presently no listed uses that are synonymous or nearly synonymous with cannabis cultivation center or cannabis dispensing organization.
- Several DuPage County municipalities have recently amended their Zoning Codes to specifically list medical cannabis cultivation center and medical cannabis dispensing organization as allowable permitted or special uses in various business or industrial zoning districts.
- In review of the permitted and special use lists of Carol Stream's Zoning Code, there are presently no listed uses that are synonymous or nearly synonymous with cannabis cultivation center or cannabis dispensing organization.

V. **Recommended Zoning Changes for Carol Stream**

- Based on available information, staff believes it would best to add *medical cannabis cultivation center* and *medical cannabis dispensing organization* as allowable uses in the Zoning Code, since an outright ban of these facilities is viewed as not being likely to survive a legal challenge.
- Staff believes the characteristics of each use, and the potential impacts associated with each use, should be considered in recommending the zoning district or districts in which the uses should be listed.
- The characteristics and potential impacts of each use should also be considered in deciding whether the use should be a permitted or special use.

Cultivation Centers:

- A *medical cannabis cultivation center* would primarily involve the use of raw materials to produce a product that would be packaged and distributed to the market.
- Based on these use characteristics, staff believes a *medical cannabis cultivation center* would most appropriately be located in the I Industrial District.
- After applying the separation buffers provided in the Act, only a few properties in the Industrial District would remain eligible for a cultivation center. However, this could change if a neighboring community rezoned property adjacent to Carol Stream, or if the State of Illinois modified the buffer distance set forth in the Act.
- Per the Act, only one cultivation center is allowed in each State Police District. Carol Stream is in State Police District 2, which includes DuPage, Kane, Lake, McHenry and DeKalb Counties. As such, it is unlikely a cultivation center will locate in Carol Stream.
- Security issues are a unique concern related to the *medical cannabis cultivation center* use.
- Based on nature of the use and the security concerns, staff recommends a zoning code text amendment to list *medical cannabis cultivation center* as a **Special Use** in the **I Industrial District**.
- A definition for the use would also be added to the code.

Dispensing Organizations:

- A *medical cannabis dispensing organization* would primarily consist of an office operation serving as the distribution point for a medical product.
- The Village's B-4 Office, Research and Institutional Building District lists *medical offices, including clinics* as a permitted use. As such, staff believes that the B-4 District is the most appropriate zoning district to add *medical cannabis dispensing organization* as an allowable use.
- After applying the separation buffers provided in the Act, some B-4 District properties would be eligible for a *medical cannabis dispensing organization*.
- As currently provided for in the Act, 60 dispensing organizations will be allowed statewide, with no State Police District geographic limitations as is the case for cultivation centers.
- Security issues are a unique concern related to the *medical cannabis dispensing organization* use.
- Based on nature of the use and the security concerns, staff recommends a zoning code text amendment to list *medical cannabis dispensing organization* as a **Special Use** in the **B-4 Office, Research and Institutional Building District**.
- A definition for the use would also be added to the code.

VI. **Village Board/PCZBA Feedback and Questions...**

- Questions...comments...?
- <http://www.idph.state.il.us/HealthWellness/MedicalCannabis/faq.htm>
- http://www.idfpr.com/FAQ/DPR/IDFPR_MC_PilotProgram.asp
- <http://www.agr.state.il.us/mcpp/>
- Staff will monitor progress of the development of the administrative rules and procedures.
- With your concurrence, staff will prepare draft zoning code text amendments along the lines of what we have discussed this evening for formal review and action in the coming months.

- Other changes to Village Codes and/or policies will also be necessary in the areas of law enforcement and employee relations...stay tuned.

Trustee McCarthy stated he preferred a Special Use zoning classification for medical marijuana growing and distribution centers.

Recap - The *Compassionate Use of Medical Cannabis Pilot Program Act*, which Governor Quinn signed on August 1, 2013, went into effect on January 1, 2014. Beginning January 1st, the Illinois Department of Agriculture, Illinois Department of Public Health and Illinois Department of Financial and Professional Regulation have 120 days to develop the draft rules applicable to their role in administering the program. Once the draft rules are developed, there will be multiple periods for public review and comment regarding the rules. The Village will review the rules once they have been developed. After review of the rules, the Village expects that Zoning Code text amendments may be considered later this year that would define the medical cannabis cultivation center and medical cannabis dispensing organization uses, and identify the zoning district or districts in which they may be allowed to operate.

Budget Workshop #1 – General Fund

Finance Director Batek provided a year end projection of the Fiscal Year 2014 Budget and the outlook for the upcoming Fiscal Year 2015 Budget. The agenda includes the following review items:

- I. FY13/14 Budget - Year End Projection
 - Bottom Line (Compare to FY12/13)
 - Revenue Summary and Review
 - Expenditure Projection
- II. FY14/15 Budget “Primer”
 - Revenue Outlook
 - Significant Program/Service Areas
- III. Next Steps

FY13/14 Budget Status Update - General Fund Projected FY13/14 Revenues & Expenditures

	FY12	FY13	FY14	FY14	Over/ (Under)	Over/ (Under)
	<u>Actual</u>	<u>Actual</u>	<u>Budget</u>	<u>Estimate</u>	<u>FY13</u>	<u>Budget</u>
Total Revenues	21,535,381	22,969,585	22,475,000	24,101,000	1,131,415 4.9%	1,626,000 7.2%
Total Expenditures	<u>(19,532,590)</u>	<u>(20,907,102)</u>	<u>(22,345,000)</u>	<u>(21,684,300)</u>	<u>777,198</u> 3.7%	<u>(660,700)</u> -3.0%
Net Increase / (Decrease)	<u>\$ 2,002,791</u>	<u>\$ 2,062,483</u>	<u>\$ 130,000</u>	<u>\$ 2,416,700</u>	<u>\$ 354,217</u>	<u>\$ 2,286,700</u>
Other - Transfer to Capital	\$ 5,000,000	\$ 2,100,000				

The FY14 net budget increase is now projected to be \$2,416,700 due to better than anticipated revenues and lower than expected expenditures.

Bottom Line

- Adopted FY13/14 Budget included a small surplus of \$130,000.
- Current estimates project a surplus of approximately \$2.4 million by 4/30/14 (we are +\$1.1M as of Nov. 30th).
- Largely attributable to excellent performance in our largest revenue source (sales tax) as well as continued recovery in many other revenue sources due to the improved economic climate.
- Projected surplus is generated from better than anticipated revenues (70%) and expenditures lower than budgeted (30%).

Revenue Review

- Continued revenue growth in FY13/14.
- FY13/14 estimated revenues are \$1.6 million or 7.2% above budget.
- Sales Tax + Income tax = 56% of all GF revenues.
- Growth in Sales Taxes (1% and HRST) accounts for \$909,000 or 56% of the \$1.6M favorable revenue variance.
- State-shared revenues (Income Tax) continue to be stable, growing 7.3% from FY12/13 and meeting FY13/14 original budget projection, but slowing into next year.

General Fund Revenues

4/30/14 Estimated Revenues

	FY12 <u>Actual</u>	FY13 <u>Actual</u>	FY14 <u>Budget</u>	FY14 <u>Estimate</u>	Over/ (Under) FY13	Over/ (Under) Budget
Sales Tax	\$ 4,881,599	\$ 5,411,060	\$ 5,525,000	\$ 6,050,000	\$ 638,940	\$ 525,000
State Income Tax	3,244,566	3,578,776	3,785,000	3,840,000	261,224	55,000
Home Rule Sales Tax	2,820,612	3,155,990	3,205,000	3,589,000	433,010	384,000
Utility Tax - Telecomm.	1,684,908	1,517,503	1,450,000	1,460,000	(57,503)	10,000
Utility Tax - Electricity	1,815,206	1,885,171	1,820,000	1,875,000	(10,171)	55,000
Natural Gas Use Tax	502,232	583,189	575,000	590,000	6,811	15,000
Real Estate Transfer Tax	690,164	485,937	375,000	550,000	64,063	175,000
Hotel Tax Receipts	269,610	281,670	305,000	272,000	(9,670)	(33,000)
Other Taxes	<u>956,873</u>	<u>1,001,606</u>	<u>1,008,800</u>	<u>1,080,500</u>	<u>78,894</u>	<u>71,700</u>
Total Taxes	16,865,770	17,900,902	18,048,800	19,306,500	1,405,598	1,257,700
Licenses and Permits	1,179,724	1,154,156	1,119,000	1,206,300	52,144	87,300
Grants	204,254	113,867	111,000	98,000	(15,867)	(13,000)
Charges for Services	1,353,486	1,319,872	1,320,700	1,365,200	45,328	44,500
Fines and Forfeitures	1,591,296	1,609,373	1,617,000	1,744,000	134,627	127,000
Interest Income	33,992	36,093	35,000	35,000	(1,093)	-
Miscellaneous Revenue	<u>306,859</u>	<u>835,322</u>	<u>223,500</u>	<u>346,000</u>	<u>(489,322)</u>	<u>122,500</u>
Total Revenues	\$ 21,535,381	\$ 22,969,585	\$ 22,475,000	\$ 24,101,000	1,131,415	1,626,000
	2.4%	6.7%		4.9%	4.9%	7.2%

History of Sales and Income Tax Revenues FY07/08 to FY13/14



General Fund Expenditures 4/30/14 Estimated Expenditures

	FY13 <u>Actual</u>	FY14 <u>Budget</u>	FY14 <u>Estimate</u>	Over/ (Under) FY13	Over/ (Under) Budget
Personal Services	\$ 9,955,782	\$ 10,158,625	\$ 10,354,945	399,163	196,320
Seasonal Help	31,070	43,400	42,700	11,630	(700)
Court Time	119,266	145,500	104,795	(14,471)	(40,705)
Overtime	603,019	662,450	635,770	32,751	(26,680)
Group Insurance	1,718,687	1,769,487	1,714,440	(4,247)	(55,047)
IMRF	698,647	700,124	706,335	7,688	6,211
FICA	766,542	775,141	803,326	36,784	28,185
Work Comp	260,042	306,056	305,304	45,262	(752)
Unemployment	12,105	35,000	5,000	(7,105)	(30,000)
Police Pension	<u>1,474,398</u>	<u>1,551,754</u>	<u>1,551,754</u>	<u>77,356</u>	<u>-</u>
Total Salaries & Wages	15,639,558	16,147,537	16,224,369	584,811	76,832
Contractual Services	4,493,938	5,370,330	4,725,341	231,403	(644,989)
Commodities	235,975	388,558	331,899	95,924	(56,659)
Capital Outlay	<u>537,631</u>	<u>438,575</u>	<u>402,691</u>	<u>(134,940)</u>	<u>(35,884)</u>
Total	<u>\$ 20,907,102</u>	<u>\$ 22,345,000</u>	<u>\$ 21,684,300</u>	<u>\$ 777,198</u>	<u>\$(660,700)</u>
				3.7%	-3.0%
Transfer to Capital Fund	2,100,000				

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

January 6, 2014

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

Present: Mayor Pro Tem Matt McCarthy and Trustees John LaRocca, Rick Gieser, Mary Frusolone, Don Weiss and Greg Schwarze

Absent: Frank Saverino, Sr.

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

* All persons physically present at meeting unless noted otherwise

Mayor Pro Tem McCarthy led those in attendance in the pledge of allegiance.

MINUTES:

Trustee Weiss moved and Trustee Gieser made the second to approve the minutes of the December 16, 2013 Village Board meeting. The results of the roll call vote were as follows:

Ayes: 6 Trustees LaRocca, Gieser, Frusolone, Weiss, Schwarze and Mayor Pro Tem McCarthy

Nays: 0

The motion passed.

Trustee Frusolone moved and Trustee LaRocca made the second to approve, but not release, Minutes to the Executive Session of the December 16, 2013 Village Board Meeting. The results of the roll call vote were as follows:

Ayes: 6 Trustees LaRocca, Gieser, Frusolone, Weiss, Schwarze and Mayor Pro Tem McCarthy

Nays: 0

The motion passed.

LISTENING POST:

1. Addresses from Audience:

None

PUBLIC HEARINGS:*None***CONSENT AGENDA**

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

Ayes: 6 Trustees LaRocca, Gieser, Frusolone, Weiss, Schwarze and Mayor Pro Tem McCarthy

Nays: 0

The motion passed.

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

Ayes: 6 Trustees LaRocca, Gieser, Frusolone, Weiss, Schwarze and Mayor Pro Tem McCarthy

Nays: 0

The motion passed.

- 1.** A Motion authorizing the Mayor to execute a grant agreement between the Village of Carol Stream and the Illinois Department of Commerce and Economic Opportunity in the amount of \$150,000 and designating Director of Public Works Phil Modaff as authorized designee for the Village
- 2.** Metropolitan Alliance of Police (MAP) Contract Extension.
- 3.** Ordinance No. 2014-01-01, Amending the Carol Stream Code of Ordinances to Regulate the Sale To and Possession Of Alternate Nicotine Products to Persons Under Eighteen Years of Age
- 4.** Ordinance No. 2014-01-02, Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Decreasing the Number of Class C Liquor Licenses from 19 to 18 (Dominick's Finer Foods, LLC d/b/a Dominick's #1149, 560 S. Schmale Road)
- 5.** Ordinance No. 2014-01-03, Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Increasing the Number of Class K Liquor Licenses from 0 to 1 (Vino Marche Corp, d/b/a Today's Wine, 120 Easy Street, Unit 8)
- 6.** Resolution No. 2696, Adopting the 2014-15 Employee Compensation Plan for the Village of Carol Stream
- 7.** Payment of Regular & Addendum Warrant of Bills

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

Ayes: 6 Trustees LaRocca, Gieser, Frusolone, Weiss, Schwarze and Mayor Pro Tem McCarthy

Nays: 0

The motion passed.

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

A Motion authorizing the Mayor to execute a grant agreement between the Village of Carol Stream and the Illinois Department of Commerce and Economic Opportunity in the amount of \$150,000 and designating Director of Public Works Phil Modaff as authorized designee for the Village:

The Village has secured grant funding through the Illinois Department of Commerce and Economic Opportunity for improvements to the Emergency Operating Center (EOC). Trustee Schwarze asked Director of Public Works Modaff provided an overview of the grant and its intended use to enhance communications and technology for emergency operations. The Village Board approved the grant agreement between the Village of Carol Stream and the Illinois Department of Commerce and Economic Opportunity in the amount of \$150,000 and designating Director of Public Works Phil Modaff as authorized designee for the Village.

Metropolitan Alliance of Police (MAP) Contract Extension:

This item extends the Metropolitan Alliance of Police Sergeant's Union Contract 1 Year to April 30, 2015. The Village Board approved the Metropolitan Alliance of Police (MAP) Contract Extension.

Ordinance No. 2014-01-01, Amending the Carol Stream Code of Ordinances to Regulate the Sale To and Possession Of Alternate Nicotine Products to Persons Under Eighteen Years of Age:

Effective January 1, 2014 state law changed making the sale to or possession of alternate nicotine products (e-cigarettes) by minors illegal. The proposed ordinance allows violations to also be written as local violations. The Village Board approved Ordinance No. 2014-01-01, amending the Carol Stream Code of Ordinances to regulate the sale to and possession of alternate nicotine products to persons under eighteen years of age.

Ordinance No. 2014-01-02, Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Decreasing the Number of Class C Liquor Licenses from 19 to 18 (Dominick's Finer Foods, LLC d/b/a Dominick's #1149, 560 S. Schmale Road):

The Village Board approved Ordinance No. 2014-01-02, amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by decreasing the number of Class C Liquor Licenses from 19 to 18 (Dominick's Finer Foods, LLC d/b/a Dominick's #1149, 560 S. Schmale Road) due to the closing of the Dominick's store.

Ordinance No. 2014-01-03, Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Increasing the Number of Class K Liquor Licenses from 0 to 1 (Vino Marche Corp, d/b/a Today's Wine, 120 Easy Street, Unit 8):

The Village Board approved Ordinance No. 2014-01-03, amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by increasing the number of Class K Liquor Licenses from 0 to 1 (Vino Marche Corp, d/b/a Today's Wine, 120 Easy Street, Unit 8) for the sale of beer, wine and liqueurs through mail order, telephone orders or Internet sales.

Resolution No. 2696, Adopting the 2014-15 Employee Compensation Plan for the Village of Carol Stream:

The Village Board approved Resolution No. 2696, adopting the 2014-15 Employee Compensation Plan for the Village of Carol Stream for a general wage adjustment for non-union employees effective May 1, 2014.

Regular Bills and Addendum Warrant of Bills:

The Village Board approved the payment of the Regular Bills dated January 6, 2014 in the amount of \$695,998.47. The Village Board approved the payment of the Addendum Warrant of Bills from December 17, 2013 – January 6, 2014 in the amount of \$495,142.62.

Non-Consent Agenda

None

Mayor Pro Tem McCarthy asked Director of Public Works Modaff to explain the Village's snow removal protocol to the audience and viewers and how snow removal operations went over the past 5 events. Village crews worked significant hours over the Christmas and New Year's holidays to clear snow. A combination of Village and contractual snow removal crews are used depending on the type of snowfall event. Unlike some other towns that use in-house crews exclusively, the Village is able to address courts and cul-de-sacs more quickly using outside contractors. It takes 3-3 ½ hours to get through all 15 Village routes one time. Mayor Pro Tem McCarthy stated the crews have done a great job.

Report of Officers:

Trustee Schwarze stated the Village held a workshop on Village revenues prior to the Board meeting and he is happy to see people shopping in Carol Stream. He thanked residents for their support and encouraged them to please continue to shop Carol Stream.

Trustee Weiss provided information on two educational events being held by the College of DuPage (COD) and the Technology Center of DuPage (TCD). The College of DuPage will welcome new students during two orientation sessions on Tuesday, Jan. 14, in the Health and Science Center, Room 1234, on the College's main campus, 425 Fawell Blvd., in Glen Ellyn.

A session for traditional age students will be held from 2 to 3:30 p.m. (check-in starts at 1:30 p.m.). A session for students age 21 and over will be held from 6:30 to 8 p.m. (check-in starts at 6 p.m.).

TCD offers high school students advanced electives where students can explore one of 20 career pathways, earn free college credit, and get a head start on their future while still in high school. Parents, students and the community are invited to learn more about this unique college and career prep elective at the TCD Community Open House, Wednesday, January 22 from 6:30 p.m. to 8:30 p.m. For planning purposes, please sign up to attend at www.tcdupage.org. The campus is located at 301 S. Swift Road in Addison, just west of I-355, between North Avenue and Army Trail Road. For more information, call Technology Center of DuPage at (630) 691-7572 during regular school hours. These free sessions will provide an opportunity for new students and their parents to learn about college life; meet with faculty, staff and current students; and receive input on making the most of their educational experience at College of DuPage.

Trustee Frusolone thanked the Public Works snow removal crews and congratulated them on their New Year's Eve cleanup efforts. She encouraged residents to please move their vehicles off the street during snow removal operations and asked everyone to please drive carefully with all of the snow on the ground. She thanked Trustee McCarthy and Trustee Weiss for their part in welcoming home Army Specialist, Kevin Curda from Afghanistan at a celebration held at Bulldog Ale House on January 3. He was escorted home by the Police Department, Fire District, Warrior Watch and friends and family. The family asked her to thank the Police and Fire Departments for their participation.

Trustee Gieser congratulated recently announced Citizen of the Year nominees: Female nominees include Nancy Bagdonas of the Carol Stream Woman's Club, Deb Czarnecki from CERT, Chantalle Phillips of the Carol Stream PTA and Nadia Sheikh of the Friends of the Carol Stream Library. Male Nominees include Ralph Armstrong of the Carol Stream 4th of July Parade Committee, Rich Becker of the Carol Stream Chamber of Commerce and Terry Michaelsen from CERT. Special female Citizen of the Year nominees include Jacque Bartell of the Carol Stream Woman's Club and Linda Keen from CERT and male nominee Steven Griffin of the Carol Stream Park District. The Judges Recognition Award for volunteer service by an individual who lives outside the Village will be presented to Edward Zuniga from the Carol Stream Chamber of Commerce. Awards will be presented at a banquet at the Carol Stream Holiday Inn on February 8, 2014. He stated January 5th was a big day for Carol Stream which was the date Carol Stream officially became incorporated as a Village on January 5, 1959. He showed the audience a newspaper article from the DuPage County Register newspaper from January 8, 1959 talking about the incorporation. A referendum held at that time showed 46 voted in favor of incorporation with 1 voting no. He wished the Village a happy birthday.

Trustee LaRocca thanked Public Works for their snow clearing efforts during the holidays and asked that people please do not place snow from driveways in the streets. He stated the Public Works crews did an awesome job. He apologized for missing Kevin Curda's welcoming home party. He thanked Kevin for his service.

Village Clerk Melody thanked Public Works for their snow clearing efforts which made her job easier getting around the Village. She stated the streets in Carol Stream are much better than surrounding communities. She wished everyone a Happy New Year.

Manager Breinig thanked Public Works for their snow removal efforts and that they gave up their holidays to come in to work to clear the streets. He reminded residents that due to frigid weather conditions garbage collection would occur 1 day later than normal.

Trustee McCarthy thanked Public Works and Police for their efforts during the recent bad weather. He encouraged youths who are home from school to grab a shovel and clear the snow from fire hydrants by their homes. He welcomed home Kevin Curda and stated it was a great thing to be a part of. He stated he swore in a new Police Officer Matt Keally who will be attending the police academy for the next 12 weeks in Springfield before coming back to Carol Stream.

At 8:02 p.m. Trustee Schwarze moved and Trustee Weiss made the second to adjourn the meeting. The results of the roll call vote were as follows:

*Ayes: 6 Trustees LaRocca, Gieser, Frusolone, Weiss, Schwarze and
Mayor Pro Tem McCarthy*

Nays: 0

The motion passed.

FOR THE BOARD OF TRUSTEES

Matt McCarthy, Mayor Pro Tem

Beth Melody, Village Clerk

RESOLUTION NO. 2697

**A RESOLUTION HONORING MARGARET (SUE) SULLIVAN
FOR HER 20 YEARS OF SERVICE WITH THE
VILLAGE OF CAROL STREAM**

WHEREAS, Margaret (Sue) Sullivan joined the Village of Carol Stream Finance Department in the position of Accounts Clerk on January 17, 1994; and

WHEREAS, during her tenure, Sue has been known to be a “wearer of many hats”, having demonstrated excellence in numerous operational areas within the Finance Department including among others, vehicle registration, business registration, real estate transfer tax processing, cashiering, utility customer service and reception; and

WHEREAS, since September of 1998, Sue’s primary job responsibilities have centered around the accounts payable function where she has overseen the disbursement of tens of thousands of individual vendor payments totaling in the hundreds of millions of dollars, including the preparation of more than 350 warrant and addendum registers for Village Board approval; and

WHEREAS, as a result of her continued dedication to her position and her commitment to excellence in customer service, Sue was the recipient of an Employee Recognition Award in July of 2009; and

WHEREAS, on January 17, 2014, Sue celebrated her 20th anniversary of employment with the Village;

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:

1. Sue Sullivan’s service and dedication to the Village of Carol Stream are hereby recognized and commended.

2. Sue Sullivan is wished the very best of happiness and health in her continued employment with the Village.

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

PASSED AND APPROVED ON THIS 21st DAY OF JANUARY 2014.

AYES:

NAYS:


ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: Jon Batek, Finance Director 
DATE: January 7, 2014
RE: Housekeeping Item – Gary Avenue Improvements Project

Many years ago, the Village received a number of deposits associated with various developments abutting the Gary Avenue corridor which are to be applied toward a pedestrian/multi-use path along the Gary Avenue corridor. These improvements will ultimately be constructed in conjunction with DuPage County's Gary Avenue Improvements Project.


These deposits, totaling \$48,637, are currently located on the General Fund balance sheet where they were originally recorded as shown below:

Account	Description	Amount
01-24307	ORIX Sidewalk – 1998	\$25,000
01-24308	OPUS – 2003	1,500
01-24309	Town & Country – 2008	16,812
01-24310	Aldi – 1994	<u>5,325</u>
		<u>\$48,637</u>

As most of these deposits were received before the Village established a separate Capital Projects Fund (CPF), they should be transferred to that fund to await subsequent application to the Village's contribution toward the Gary Avenue Improvements Project which will be expensed from the CPF.

To memorialize and authorize this transfer, I would request this item be placed on the Village Board agenda for Tuesday January 21 for consideration.

Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: William N. Cleveland, Assistant Village Engineer 
DATE: January 15, 2014
RE: Award of Contract for Consultant Engineering Services – Phase II Illini Bridge Replacement Project

In September of 2013 the Village awarded the Phase I Preliminary Engineering Contract for the Illini Bridge project to WBK in the amount of \$79,903.01. (See attached). It was recommended at that time that a Phase I study be used to determine the best replacement structure. It was also mentioned that the cost to do a Phase I and Phase II would likely exceed the budget of \$92,000 and an amendment would be needed.

Based on the Phase I study a structure type was chosen and a scope of services could be drafted based on the preliminary design. The proposal to complete Phase II (construction drawings, permitting, and bidding) is \$54,258.31. This exceeds the budget by \$42,161.32; however the Phase I study resulted in savings in the construction cost for the structure selected. The budget estimate to replace the bridge in kind and provide construction engineering was \$844,00, but by selecting a precast box culvert in the Phase I study that cost has gone down to \$463,000 a savings of \$381,000 (45%).

Staff has reviewed the scope of services; fee and the attached contract provided by WBK and found it acceptable. Therefore, staff recommends award of the Phase II contract to WBK in the amount not to exceed \$54,258.31 on a cost plus fixed fee basis for consulting engineering services for the Illini Drive Bridge Replacement Project. We also note that a budget amendment in the amount of \$42,161.32 may be needed at the end of the fiscal year.

Cc: Phil Modaff, Director of Public Works
Jon Batek, Finance Department
James Knudsen, Director of Engineering Services

Attachments

Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: James T. Knudsen, Director of Engineering Services
DATE: September 17, 2013
RE: Illini Drive Bridge Replacement Project - Award of Contract for
Consultant Engineering Services

The Illini Drive Bridge is a two span 20.8 foot long pre-stressed concrete slab bridge over Klein Creek constructed in 1974. When Illini Drive was reconstructed in 1993, the Village built a reinforced concrete slab over the old deck beams to help distribute the load on the existing structure. During a routine bridge inspection conducted in 2011 it was observed that some of the deck beams were cracked and deteriorated with exposed reinforcement. This is similar to damage exhibited by the Thunderbird Trail bridge deck prior to its replacement in 2010.

In 2012 the Illinois Department of Transportation (IDOT) inspected the bridge and rerated the structure with an 18 ton weight limit. Soon thereafter the Village posted the weight restriction. Since then the Village has performed bridge inspections on a six month schedule in order to avoid a further weight restriction or closure of the bridge.

This project will correct deficiencies and replace the entire bridge with a structurally and hydraulically adequate bridge or culvert. The new structure will need to be designed to accommodate the existing roadway cross section which includes a 25 foot wide road (28' - 2" back of curb to back of curb), sidewalk and handrail with an overall deck width of 66 feet.

The Village programmed this project for design in FY2014 (May 2013 - April 2014) and construction in FY15 as part of its Capital Improvement Program (CIP). All phases of the project will be paid for through our Capital Project Fund (CPF).

The overall objective of the Phase I Design Study is to determine the best type of structure to replace the existing deteriorated Illini Drive bridge based on the following criteria:

- A. Permitting requirements
- B. Life span
- C. Construction cost
- D. Maintenance

- E. Preliminary hydraulic analysis
- F. Possible flood control improvements
- G. Disruption to traffic
- H. Easements/Right of way

After the Phase I Design Study has been completed, scheduled for December 31, 2013, the project will move into Phase II Final Engineering. Extensive permitting approvals will be needed in Phase II from the Illinois Department of Natural Resources – Office of Water Resources (IDNR-OWR), U.S. Army Corp of Engineers (USACOE) and DuPage County. If these permits can be acquired in a timely fashion the project could move forward for construction during the summer when school is not in session.

Village follows a quality based selection process for consultant services. Normally we would requests proposals from several qualified firms, review those proposals to determine which firm is the most qualified and then negotiate a contract. However, in this case we determined Wills Burke Kelsey Associates, Ltd. (WBK) to be the most qualified without seeking proposals from other firms. This determination was based on the following:

- A. WBK performed all the stormwater modeling for both DuPage County's Klein Creek Watershed Study & Flood Control Plan and their Armstrong Park Flood Control Reservoir & Siphon Projects. The hydraulic analysis will be a major component of the Phase I Design Study.
- B. WBK is very familiar with the various permitting requirements as having recently gone through them for the Armstrong Park Projects.
- C. WBK has extensive bridge design experience.
- D. Significant time and money can be saved utilizing WBK as other consultants would have to become familiar with the Klein Creek Watershed Study & Flood Control Plan, Armstrong Park Flood Control Reservoir & Siphon Projects, stormwater models, permitting and general knowledge of the watershed.

WBK's total not to exceed cost is \$79,903.01 which is below the \$92,000 budgeted for this work in FY14. However, Phase II Final Engineering was also included in the budget amount. Therefore it's likely the total cost of Phase I and II will exceed the budget and an amendment will be necessary. When we get a proposal for the Phase II work staff will seek an amendment, if necessary, at that time. This is a cost plus fixed fee contract where the fee is set at the time of the contract and will be entirely received by the firm when all of the scope has been completed.

Staff has reviewed the scope of services, fee and the attached contract provided by WBK and found it acceptable. Therefore, Staff recommends award of the contract to WBK in the amount not to exceed \$79,903.01 on a cost plus fixed fee basis for consultant engineering services for the Illini Drive Bridge Replacement Project.

Cc: Phil Modaff, Director of Public Works
Jon Batek, Finance Department
William N. Cleveland, Assistant Village Engineer

PROFESSIONAL SERVICES AGREEMENT

Illini Drive Bridge Replacement Project Phase II Final Engineering for the Village of Carol Stream

THIS AGREEMENT made and entered into this ____ day of _____, 2014, by and between the Village of Carol Stream (hereinafter referred to as the "Village") and Wills Burke Kelsey Associates, Ltd. (hereinafter referred to as the "Consultant")

WITNESS THAT:

WHEREAS, the Village and the Consultant (collectively hereinafter referred to as the "Parties") desire to enter into a Agreement to formalize their relationship; and

WHEREAS, the Village requested a proposal (hereinafter referred to as the Request for Proposal or RFP) from the Consultant to perform the professional engineering services including but not limited to: *project coordination and data collection, structural design services, civil design services, preparation of contract documents, bidding assistance, coordination and public relations*; and

WHEREAS, in response to the Village's request, Consultant submitted a proposal (hereinafter referred to as the Proposal), attached hereto as ATTACHMENT #1, and, after negotiations, Consultant agreed to perform the services more particularly described in the Proposal, under the terms and conditions set forth in this Agreement and Proposal; and

WHEREAS, in reliance upon Consultant's documentation of its qualifications, as set the Proposal, the Village finds that Consultant has demonstrated the requisite qualifications, experience, training, and expertise to perform the requested services; and

WHEREAS, pursuant to the Village of Carol Stream Purchasing Manual the Village has selected the Consultant to undertake and provide professional services for the Illini Drive Bridge Replacement Project in compliance with all applicable local, state, and federal laws, regulations, and policies; and

WHEREAS, the services included in this Agreement are authorized as part of the Village's approved budget; and

WHEREAS, it is beneficial to the Village to utilize the Consultant as an independent entity to accomplish the services as set forth herein and such endeavor would tend to best accomplish the objectives of the Village.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and provisions contained herein, and the mutual benefits to be derived therefrom, the Parties hereto agree as follows:

A. SERVICES TO BE PROVIDED BY THE PARTIES

The Consultant accepts the relationship of trust and confidence established with the Village by this Agreement, and covenants with the Village to furnish the engineering services and use the Consultant's professional skill and judgment in a manner consistent with the interests of the Village.

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

TIME OF PERFORMANCE

The Consultant shall provide the engineering services, complete the preliminary design report and submit all deliverables in accordance with the anticipated project schedule as developed by the Consultant and made part of the Proposal, but no later than **June 30, 2014**. If requested, the Village may at its sole discretion elect to extend milestones and completion dates provided in the Consultant's project schedule if sound justification and documentation is provided by the Consultant. The Consultant will not initiate any work until the Consultant receives written authorization from the Village to proceed.

B. ACCESS TO INFORMATION

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

C. COMPENSATION

The Village shall pay the Consultant in accordance with ATTACHMENT #2 (Compensation and Method of Payment of the Consultant's Proposal) of the Agreement for all services to be provided under this Agreement including such allowable expenses agreed upon by the Parties herein to provide and complete the Scope of Services. Reimbursement under this Agreement shall be based on billings, supported by appropriate documentation of costs actually incurred.

D. RECORDS

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

outlays, equal opportunity, labor standards (as appropriate), and performance.

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

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

E. RELATIONSHIP

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

F. TERMINATION

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

1. Termination for Cause – If the Consultant fails to comply with the terms and conditions of this Agreement or to adequately perform any provisions of this Agreement, or whenever the Consultant is unable to substantiate full compliance with provisions of this Agreement, the Village may terminate the Agreement pending corrective actions or investigation, effective not less than fourteen (14) calendar days following written notification to the Consultant of its authorized representative. At the end of the fourteen (14) calendar days the Village may terminate the Agreement, in whole or in part, if the Consultant fails to adequately perform any provisions of this Agreement or comply with the terms and conditions of this Agreement and any of the following conditions exist:
 - a. The lack of compliance with the provisions of this Agreement was of such scope and nature that the Village deems continuation of the Agreement to be substantially detrimental to the interest of the Village;
 - b. The Consultant has failed to take satisfactory action as directed by the Village or its authorized representative within the time period specified by the Village;

- c. The Consultant has failed within the time specified by the Village or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this Agreement;

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

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

2. Termination for Other Grounds - This Agreement may also be terminated in whole or in part:

- a. By the Village, when in the interest of the Village or for the convenience of the Village provided that the Village shall give fourteen (14) calendar days written notice of Agreement termination to the Consultant specifying what part(s) of the Agreement are being terminated and when it becomes effective. If the Agreement is terminated for the convenience of the Village as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date;
- b. By the Village, with the consent of the Consultant or by the Consultant with the consent of the Village, in which case the Parties shall devise by mutual agreement, the conditions of termination, including effective date and in case of termination in part, that portion to be terminated;
- c. If the funds allocated by the Village via this Agreement are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services;
- d. In the event the Village fails to pay the Consultant promptly or within sixty (60) days after invoices are properly rendered, the Village agrees that the Consultant shall have the right to consider said default a breach of this agreement terminated. In such event, the Village shall then promptly pay the Consultant for all services performed and all allowable expenses incurred.

G. ERRORS & OMISSIONS

Consultant shall correct, at no cost to the Village, any and all errors, omissions, or ambiguities in the work product and services provided or submitted to the Village. If the Consultant has prepared plans and specifications or other design documents to be used in construction of a

project or provided services, Consultant shall be obligated to correct any and all errors, omissions or ambiguities in the work product or services discovered prior to and during the course of construction of the project. This obligation shall survive termination of this Agreement.

H. CHANGES, AMENDMENTS, MODIFICATIONS

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

I. PERSONNEL

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

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

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

J. ASSIGNABILITY

The Consultant shall not assign any interest on this Agreement, and shall not transfer any interest on this Agreement (whether by assignment or notation), without prior written consent of the Village thereto: provided, however, that claims for money by the Consultant from the Village under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any intent to assign or transfer shall be furnished promptly to the Village by the Consultant.

K. SEVERABILITY

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

L. REPORTS AND INFORMATION

The Village will not be liable in any way for any costs incurred by the Consultant in replying to this RFP.

M. REPORTS AND INFORMATION

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

N. FINDINGS CONFIDENTIAL

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

O. COPYRIGHT

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

P. COMPLIANCE WITH LAWS

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

Q. EQUAL EMPLOYMENT OPPORTUNITY

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

1. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, handicap or familial status. The Consultant will take affirmative steps to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, national origin, handicap or familial status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms or compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Village setting forth the provisions of this non-discrimination clause.

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

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

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

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

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

T. AUTHORIZED TO DO BUSINESS IN ILLINOIS

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

U. CERTIFICATION TO ENTER INTO PUBLIC CONTRACTS - 720 ILCS 5/33E-1

The Consultant certifies that he/she/it is not barred from contracting with any unit of state or local government as a result of a violation of either Section

33E-3 or 33E-4 of the Illinois Criminal Code or violating the prohibition set forth in Section 50-10.5(e) of the Illinois Procurement Code, 30 ILCS 500/50-10.5e or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.

V. PAYMENTS TO ILLINOIS DEPARTMENT OF REVENUE - 65 ILCS 5/11-42.1

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

W. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS

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

X. DEBARMENT

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

Y. INTEREST OF MEMBERS OF THE VILLAGE

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

Z. INTEREST OF CONSULTANT AND EMPLOYEES

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

AA. AUDITS AND INSPECTIONS

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

BB. HOLD HARMLESS

To the fullest extent permitted by law, the Consultant shall defend, indemnify and hold harmless the Village, and its officers, agents and employees from and against any and all claims, losses, damages, and expenses of whatever type or nature, including but not limited to attorney's fees, arising out of or resulting from the Consultant's performance of work or the failure to perform

an obligation under this Agreement, to the extent caused in whole or in part by the negligent, intentional, or reckless acts or the omissions of the Consultant, any subconsultant, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether such claims, damages losses or expenses are caused in part by the Village. The Consultant, however, shall not be liable for any claims, damages, losses or expenses arising solely out of the negligent, intentional or reckless acts of the Village, its employees or agents.

CC. INSURANCE

1. Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI.
2. This rating requirement shall be waived for Worker's Compensation coverage only.
3. Consultant's Insurance: The Consultant shall not commence work under this Agreement until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Illinois State agency, shall be filed with the state of Illinois for approval. The Consultant shall not allow any subconsultant to commence work on his subcontract until all similar insurance required for the subconsultant has been obtained and approved. If so requested, the Consultant shall also submit copies of insurance policies for inspection and approval of the state of Illinois before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the state of Illinois and consented to by the state of Illinois in writing and the policies shall so provide.
4. Compensation Insurance: Before any work is commenced, the Consultant shall maintain during the life of the Agreement, Workers' Compensation Insurance for all of the Consultant's employees employed at the site of the project. In case any work is sublet, the Consultant shall require the subconsultant similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Consultant. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Consultant shall provide for any such employees, and shall further provide or cause any and all subconsultants to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.
5. Commercial General Liability Insurance: The Consultant shall maintain during the life of the Agreement such Commercial General Liability Insurance which shall protect him, the Village, and any subconsultant during the performance of work covered by the Agreement from claims or damages for personal injury, including accidental death, as well as

for claims for property damages, which may arise from operations under the Agreement, whether such operations be by himself or by a subconsultant, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the state. Such insurance shall name the state as additional insured for claims arising from or as the result of the operations of the Consultant or his subconsultants. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000 and aggregate limit of \$2,000,000.

6. Insurance Covering Special Hazards: Special hazards as determined by the state shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Consultant, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.
7. Licensed and Non-Licensed Motor Vehicles: The Consultant shall maintain during the life of the Agreement, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence and not less than aggregate limit of \$2,000,000 for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the Agreement on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.
8. Subconsultant's Insurance: The Consultant shall require that any and all subconsultants, which are not protected under the Consultant's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Consultant.
9. The Village, its officers, agents and employees shall be named as Additional Insureds on all insurance required to be acquired and maintained hereunder. All insurance of any tier shall state that the coverage afforded to the Additional Insureds shall be primary insurance of the Additional Insureds with respect to any claims arising out of any project for which the Consultant provides services.

DD. COMPLETE AGREEMENT

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

EE. NOTICES AND COMMUNICATIONS

Any notices to be provided under this Agreement shall be sent by personal delivery, overnight courier, first class mail, postage paid, facsimile, with a confirmation copy by first class mail, or email, to the following addresses:

If to Village: James Knudsen
Village Engineer
Village of Carol Stream
500 North Gary Avenue
Carol Stream, IL 60188
engineeringervices@carolstream.org

If to Consultant: P.J. Fitzpatrick
Vice President, Transportation
Wills Burke Kelsey Associates, Ltd.
116 West Main Street, Suite 201
St. Charles, IL 60174
pjfitzpatrick@wbkengineering.com

FF. ENTIRE AGREEMENT & ORDER OF PRECEDENCE

This Agreement together with the Request for Proposals and the Consultant's Proposal which are incorporated herein; shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the Agreement, excluding the Request for Proposals, its amendments and the Consultant's Proposal; second priority shall be given to the provisions of the Consultant's Proposal; and third priority shall be given to the provisions of the Request for Proposals and its amendments.

GG. INTERPRETATION, ENFORCEMENT & DISPUTES

This Agreement shall be construed, interpreted and enforced under the laws of the State of Illinois. Exclusive venue and jurisdiction for any and all disputes arising hereunder shall be in DuPage County, Illinois.

This Agreement contains all terms and conditions agreed to by the Village and the Consultant. The attachments to this Agreement are identified as follows:

ATTACHMENT #1, Consultant's Proposal (Exhibit A)

IN WITNESS THEREOF, the Village and the Consultant have executed this Agreement as of the date and year last written below.

VILLAGE

By: _____

Title: _____

Date: _____

Wills Burke Kelsey Associates, Ltd.
CONSULTANT

By:  _____

Title: PRESIDENT _____

Date: JANUARY 16, 2014 _____

Route Illini Drive over Klein Creek
Local Agency Village of Carol Stream
County DuPage
Existing Structure No. 022-6201

**Phase II Engineering for the Replacement
of the Culvert
Illini Drive over Klein Creek
Existing S.N. 022-6201
County of DuPage, Illinois**

EXHIBIT A - SCOPE OF SERVICES

Village of Carol Stream has initiated a project requiring professional engineering services by Wills Burke Kelsey Associates, Ltd. for the Final Engineering for the removal and replacement of the structure carrying Illini Drive over Klein Creek in Village of Carol Stream, DuPage County.

UNDERSTANDING OF PROJECT

- A. Wills Burke Kelsey Associates, Ltd. (WBK) has prepared this Scope of Work for Phase II Final Engineering Services based on our knowledge of the project from completing the Illini Drive Preliminary Design Report (PDR) and information received at the various progress meetings with the Village of Carol Stream.
- B. The Phase II design is anticipated to begin in January 2014 and be completed by May 15, 2014 for submission to the Village of Carol Stream with construction anticipated to begin by June 15, 2014.
- C. Proposed Culvert and Roadway. The existing bridge, SN 022-6201, is a two-span precast prestressed concrete slab bridge measuring 20.8 feet long face to face of abutments. It carries Illini Drive over Klein Creek located approximately 200 feet west of Hiawatha Drive. The bridge was originally built in 1974 and reconstructed in 1993. During the reconstruction a reinforced concrete slab was constructed over the existing deck beams to help distribute live loads on the bridge. The bridge measures 66 feet out to out of the deck. In 2012 the Illinois Department of Transportation (IDOT) inspected the bridge and rerated it with an 18 ton weight limit. The bridge was subsequently load posted for 18 tons. The bridge is currently on a six month bridge inspection interval.

During the Phase I study, a double-barrel precast concrete box culvert with cast in place concrete end sections was chosen as the preferred alternative and is the basis for this scope of services.

Between the approximate limits of Sta. 20+20 to Sta. 21+25, the roadway will be reconstructed. The proposed profile will match the existing profile.

- D. Pre-final PS&E submittal will be half size prints of plans and will be submitted to Village of Carol Stream, all permitting agencies, utility companies and other agencies designated by the Village on 11x17 size plan sheets. Final PS&E submittal will also be made on 11x17-size paper. A more detailed breakdown of the document submittals can be found in Task 4.9 of this Scope of Services.

Exhibit B - Scope of Services

- E. This project anticipates coordination with the following stakeholders, agencies and utilities:
- a. Village of Carol Stream
 - b. DuPage County
 - c. Kane-DuPage Soil & Water Conservation District (KDSWCD)
 - d. United States Army Corps of Engineers (USACOE)
 - e. Illinois Department of Natural Resources – Office of Water Resources
 - f. Commonwealth Edison
 - g. AT&T - Distribution
 - h. Comcast
 - i. Property Owners
- F. Review of documents will include the following:
- a. Bridge Type Study
 - b. Bridge Condition Report (BCR)
 - c. Structure Geotechnical Report
 - d. Wetland Delineation Report
 - e. Existing Roadway and Structural Plans
 - f. Existing Utility Atlases
 - g. Additional improvements within the project limits not noted within the Project Design Report.
 - h. Additional information acquired during the Bridge Type Study through coordination with the stakeholders / agencies identified above.
- G. The work-hour estimate includes a limited supplemental topographic survey due to potentially changed site conditions; verification of vegetation lines and the for clarification of design task; and hours to revise the existing condition base file and the Digital Terrain Model (DTM) for use in preparing profiles, grading plan and cross sections.
- H. Wetlands impacts were identified in the Preliminary Design Report and it is anticipated that mitigation is not required per the US Army Corps of Engineers Regional Permit program. If wetland mitigation is required for this project, it will be provided by an in-basin wetland mitigation bank. WBK will coordinate and assist Village of Carol Stream with the wetland mitigation process.

SCOPE OF SERVICES

1. Early Coordination and Data Review

- 1.1 Review Existing Data as identified in the "Understanding of Project", Item F.
- 1.2 A detailed field check of the Phase I drawings will be performed to determine modifications made in the study limits since the existing conditions were prepared during the Phase I portion of the project.
- 1.3 The FEQ Model used and developed will be reviewed in Phase II and any revisions and/or modification based on the preferred alternative will be made.

2. Supplemental Surveys

- 2.1 The work-hour estimate assumes a limited topographic survey will be required to assess if site conditions have changed from those identified in the Bridge Type Study and to create a

Exhibit B - Scope of Services

revised existing conditions drawing and a Digital Terrain Model (DTM) for use in preparing cross sections and to provide additional field data to clarify design task.

- 2.2 The supplemental survey data will be downloaded and reviewed for completeness.
- 2.3 The existing conditions base drawings and digital terrain model will be revised.

3. Utility Coordination

- 3.1 Pre-final plans will be sent to the utility companies. This submittal will include location of potential conflicts identified on the plans and itemized in spread sheet form and photo logs of the utilities. Cover letters will be developed by WBK and printed final on Village letterhead for the submittal.
- 3.2 WBK will coordinate on behalf of the Village of Carol Stream to assist utility companies with determining their facility location, conflict determination with the proposed work items and resolution of those conflicts.

4. Roadway and Culvert Plans

The plans will be developed and submitted to the Village of Carol Stream as two (2) separate submittals. The first submittal will be the Pre-final submittal and for this project, scope will be considered ninety-five percent (95%) complete. The second submittal will be the final submittal and for this project scope will be considered one hundred percent (100%) complete. This final submittal will include final quantity calculations, cost estimate, contract time and special provisions and bidding documents.

- 4.1 The roadway limits of construction are anticipated to be Sta. 20+20 to Sta. 21+25 and will be designed to the typical section identified in the Preliminary Design Report.

The roadway plans are working drawings that show the location, configuration and dimensions of the prescribed work that includes: layouts, profiles, structures and other necessary details. The civil plans will be prepared under the supervision of a Senior Project Manager. The civil plan set will consist of the following drawings:

○ Title Sheet	1 Sheet
○ Index of Sheets, IDOT Standards and General Notes	1 Sheet
○ Summary of Quantities	2 Sheets
○ Typical Sections	1 Sheet
○ Traffic Control and Protection (Detour)	1 Sheet
○ Traffic Control and Protection (Detour Details)	1 Sheet
○ Existing Conditions and Removals	1 Sheet
○ Plan & Profile Roadway	1 Sheet
○ Grading Plan – Bridge and Channel	1 Sheet
○ Erosion and Sediment Control Plan	1 Sheet
○ Erosion and Sediment Control Notes and Details	2 Sheets
○ Construction Details	1 Sheets
○ Standard Drawings	4 Sheets

- 4.2 Drainage calculations will be performed and WBK will review drainage data recorded during the preparation of the Bridge Type Study for inclusion into the design plans. The drainage calculation will be used in the proposed design and used for storm water permitting.

Exhibit B - Scope of Services

- 4.3 Prior to each submittal, the civil plans will be reviewed by a WBK Senior Project Engineer to assure integrity of the design intent, completeness and correctness of the design as it pertains to construction operations and methods.
- 4.4 This work under this task will include a constructability review - roadway.
- 4.5 The culvert plans are working drawings that depict the location, configuration and dimensions of the culvert and wall structural details. The structural plans will be prepared by, or under the supervision of an Illinois Licensed Structural Engineer. The structural plan set will consist of the following drawings:
 - o General Plan and Elevation 1 Sheet
 - o Culvert Section and Details 1 Sheet
 - o Culvert End Section Details 2 Sheet
 - o Soil Boring Logs 1 Sheet
 - o Existing Bridge Plans 2 Sheets
- 4.6 The work under this task will include all structural design calculations and analysis necessary to support the structural elements shown on the Plans.
- 4.7 Prior to each submittal, the structural plans will be reviewed by a WBK Senior Structural Engineer to assure integrity of the design intent, completeness and correctness of the culvert design.
- 4.8 This work under this task will include a constructability review - structural.
- 4.9 The work under this task includes time associated with preparing plot files, coordination of printing and distribution of plans to all stakeholders (one submittal). The Scope of Services also includes direct cost for printing and distribution of the documents to the various agencies. The Scope of Services estimates the following number of major documents for submittal:

Submittal:

Plans:	Village of Carol Stream	2 copies 11"x17" Plans Sets
		2 copy 22"x34' Plan Set
	DuPage County	1 copy 11"x17" Plan Set
	Utilities	8 copies 11"x17" Plans Sets
		8 copies of 22"x34" Plan Sets
	Other Agencies	2 copies 11"x17" Plan Sets
	Internal QA Review	2 copies 11"x17" Plan Sets
	KDSWCD	1 copy 22"x34" Plan Set
	USCOE	1 copy 22"x34" Plan Set
	IEPA NOI	1 copy 11"x17" Plan Set
Special Provisions:	Village of Carol Stream	2 copies
	DuPage County	1 copy
	Other Agencies	2 copies
	KDSWCD	1 copy
	Internal QA Review	2 copies
	DuPage County	1 copy

- 4.10 The final submittal will include a formal Disposition of Comments that addresses all review comments regarding the plans from the Village of Carol Stream and other relevant agencies.

Exhibit B - Scope of Services

5. Quantity Calculations

- 5.1 Earthwork calculations to determine cut, fill and removal of unsuitable materials will be completed under this task.
- 5.2 WBK will prepare quantity computations for each submittal stage of the project. The computed quantities will serve as the basis for the Summary of Quantities plan sheet and the engineering opinions of probable construction costs.

The computations will be done in spreadsheet format utilizing Microsoft Excel. The quantities will be developed and submitted to Village of Carol Stream as requested.

The *Standard Specifications for Road and Bridge Construction*, *Supplemental Specifications* and the *Recurring Special Provisions* will be cross checked to ensure that the appropriate pay items, methods of measurement and basis of payment are used. For each quantity, the IDOT item description identified in the IDOT Coded pay items will be used.

- 5.3 Prior to each submittal the quantity calculations will be reviewed for accuracy and completeness. The civil quantity calculations will be reviewed by a WBK Senior Project Engineer and the structural quantity calculations will be reviewed by a WBK Senior Structural Engineer.

6. Specifications and Special Provisions

- 6.1 WBK will prepare contract specifications and special provisions for each submittal stage of the project. The *IDOT Standard Specifications* and *Supplemental Specifications* are included by reference in the first paragraph of the project Special Provisions. Applicable *IDOT Recurring Special Provisions* and *Recurring Local Roads and Streets Special Provisions* will be included by reference by use of the Check Sheet for Supplemental Specifications and Recurring Special Provisions.

Where a project work item contains work, material, unique sequence of operations or any other requirements that are not included in the *Standard Specifications*, *Supplemental Specifications*, *Recurring Special Provisions*, *BDE Special Provisions* or *Guide Bridge Special Provisions*, a project specific Special Provision will be written by WBK.

- 6.2 The work under this task includes time associated with preparing specifications documents, coordination of printing and distribution of contract documents to all stake holders.
- 6.3 The final submittal will include a formal Disposition of Comments that addresses all review comments regarding the contract documents from the Village and/or any other relevant agency.

7. Construction Cost Estimate

- 7.1 WBK will prepare engineering opinions of probable construction costs for each submittal stage of the project. Utilizing the pay items and quantities, opinions of costs will be produced. Itemized costs will be determined using available guides and bid tabulations from similar projects. In addition, the pay item reports with awarded prices from IDOT's website will be used to approximate current unit costs.

BLRS Form 11510 will be used to prepare the cost estimate and will include pay item number, item, unit, quantity, unit cost and total cost.

Exhibit B - Scope of Services

Prior to each submittal, the cost estimate for civil quantities will be reviewed by a WBK Senior Project Engineer and the cost estimate for structural quantities will be reviewed by a WBK Senior Structural Engineer.

8. Permitting and Environmental Coordination

- 8.1 **Wetland Assessment Report** - WBK will prepare a wetland assessment report based on the wetland delineation in accordance with the requirements of the U.S. Army Corps of Engineers (USACE) and the DuPage County Countywide Stormwater and Flood Plain Ordinance. The wetland's generalized quality ratings, according to the Swink and Wilhelm Methodology (1994), will be included along with exhibits depicting the approximate wetland and project boundaries, National Wetland Inventory, soil survey, FEMA floodplain, USGS topography, site photographs and their locations, and the U.S. Army Corps of Engineers (USACE) Routine On-site Data Forms.
- 8.2 **U.S. Army Corps of Engineers (USACE) Section 404 Permitting** - WBK will prepare and submit, a Section 404 Permit Application to the US Army Corps of Engineers (USACE) for a Regional Permit 3 for Transportation Projects. The permit application packet will be prepared based on plans and the Wetland Assessment prepared by WBK. WBK will submit the permit application which includes a Joint Permit Application, Wetland Assessment, Project Narrative, Wetland Impacts Exhibit, and any other supporting documentation requested by the USACE. We have assumed that mitigation will not be required by USACE based on the Regional Permit General Conditions.
- 8.3 **IDNR-OWR Floodway Permit (Part 3708)** - WBK will prepare a Floodway Construction permit from the Illinois Department of Natural Resources – Office of Water Resources (IDNR-OWR). Calculations, exhibits, and engineering documents shall be compiled in a manner consistent with the requirements of the Part 3708 Rules of the IDNR Permit Program. DuPage County has been delegated the authority to issue Floodway Construction Permits on behalf of IDNR-OWR. However, a permit application must still be submitted to IDNR-OWR. We will coordinate with the IDNR-OWR and/or DuPage County and make revisions to said permit application. WBK will meet with the IDNR-OWR and/or DuPage County to discuss the application package and will provide one set of revisions. Although WBK will attempt to provide all of the necessary information of sufficient quality to obtain said permits, WBK cannot guarantee their issuance.
- 8.4 **Kane-DuPage Soil Water and Conservation District (KDSWCD) Review** - WBK will prepare a request for review from the Kane DuPage Soil and Water Conservation District (as required by the U.S. Army Corps of Engineers through their Memorandum of Understanding) of the Soil Erosion and Sediment Control plans prepared by WBK. This submittal will include a project narrative, a description of the potential impacts, the plan set, a review and inspection fee, and a description of the erosion and sediment control measures to be taken as part of the development of the project. WBK will provide one set of revisions to the plans as requested by the SWCD. Three copies of the final plans will be submitted for signature upon approval by the SWCD. One set of plans will remain with the SWCD, one set will be kept by WBK for record keeping, and one set must remain on-site (and kept up-to-date based on the current conditions of the site). Review/Inspection fees are not included in our scope of work.
- 8.5 **DuPage County Countywide Stormwater and Flood Plain Ordinance Permit** - WBK will prepare the necessary documentation to submit to the Village of Carol Stream a permit application for the storm water management, SESC, floodplain, and wetland portions of the DuPage County Countywide Stormwater and Flood Plain Ordinance. WBK will meet with the Village to discuss the application package and will provide one set of revisions. Although

Exhibit B - Scope of Services

WBK will attempt to provide all of the necessary information of sufficient quality to obtain said permits, WBK cannot guarantee their issuance.

- 8.6 Illinois Historic Preservation Agency Consultation - WBK will submit a consultation request with the Illinois Historic Preservation Agency (IHPA) in compliance with the Illinois State Historic Resources Preservation Act and Section 106 of the National Historic Preservation Act. The consultation request will require photographs of all standing structures on-site and in the immediate vicinity. We will prepare the initial response to any requests made by IHPA for a Phase 1 Archaeological Survey for Historic or Cultural Resources. If the agency requests additional assessments, we will assist you in finding consultants qualified to perform the required historic preservation field work. This consultation is required prior to obtaining permits or authorizations from the Federal Government for development on this site.
- 8.7 US Fish and Wildlife Service Threatened and Endangered Species Consultation - We will perform a threatened and endangered species consultation for the United States Fish and Wildlife Service (USFWS) in compliance with Section 7 of the Endangered Species Act. We will report any Federally-listed threatened or endangered species within the project limits and include their common name, scientific name, and a description of their habitat. WBK will assess the project area for potential habitat for the listed species and determine whether or not the project will have adverse effects on Federally-listed threatened or endangered species and their habitat. We will prepare a summary memorandum of the consultation determination to the Village.

9. Bidding and Contract Support

- 9.1 WBK will provide direction and clarification to bidder request for information (RFI's) during the bidding process.
- 9.2 Submit the NPDES Permit, SWPPP and Erosion Control Plans to IEPA.
- 9.3 Attend the mandatory bid opening at the Village of Carol Stream.
- 9.4 Assist the Village in pre-bid and bidding activities.
- 9.5 Milestone Dates:
- April 15 Pre-final Submittal to Village
 - May 1 Bidding documents available to bidders
 - May 14 Bid opening
 - May 19 Contract award
 - June 2 or 9 Pre-construction Meeting
 - June 23 Begin Construction

10. Meetings and Coordination

- 10.1 Coordination and design progress meetings with the Village of Carol Stream or other stakeholders (assume 2 meetings).
- 10.4 The work-hour estimate includes time associated with meeting preparation, agendas and exhibits (assume 2 meetings).
- 10.5 The work-hour estimate includes time associated with preparation of meeting minutes and/or technical memos (assume 2 meetings).

11. Project Administration and Management

- 11.1 The work-hour estimate includes time associated with work plan development, man-power planning, scheduling, contract administration, budget control, internal team meetings, and project post mortem / close out.
- 11.2 The work-hour estimate includes time associated with preparation of progress reports.
- 11.3 The work-hour estimate includes time associated with general administration task and budget control and invoicing.

EXCLUSIONS TO THE SCOPE OF SERVICES

The foregoing outlines WBKs' understanding of the Scope of Services required for the successful completion of this project. The following tasks or items were deemed unnecessary for this project and were excluded from this Scope and would be considered as additional services if required by Village of Carol Stream, DuPage County, or any other agency for the successful completion of the project.

▪ **Wetland Banking**

There are wetlands impacts within the project limits. The impacts are within the Waters of the US are anticipated to be less than 0.10 acre, and based on the US Army Corps of Engineers' requirements the wetland impacts will not require mitigation. If wetland impacts are determined to be greater than 0.10 acres, then mitigation will be required. Wetland mitigation for this project will be through an in-basin wetland mitigation bank. The cost of the banking fee is not included in this engineering scope of services.

▪ **Permit Review Fees**

The Kane-DuPage Soil Water and Conservation District (KDSWCD) will require a review of the erosion and sediment control plans. The review requires a fee. Based on the fee schedule outlined in the Soil Erosion and Sediment Control Plan Review Worksheet, the fee is estimated to be \$2,000. The cost of the review fee is not included in this engineering scope of services.

▪ **Preliminary Environmental Site Assessment (PESA) Report**

During Preliminary Engineering, a Special Waste Assessment (SWA) was completed. The screening followed the protocols outlined in the Special Waste Screening Criteria of the Illinois Department of Transportation – Bureau of Local Roads and Streets (BLRS) Manual. The results of this Special Waste Assessment indicate that there were no sites of concern located within the specified range of the project and no further action is necessary. The analysis determined that a Preliminary Environmental Site Assessment (PESA) was not required for this project and is not included in this Scope of Services.

EXHIBIT A - PHASE II ENGINEERING SERVICES

Illini Drive over Klein Creek

Illini Drive

Route
Local Agency Village of Carol Stream
Section
Project
Job No.
Existing Structure No. 022-6201

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

Overhead Rate (OH)	133.45 %
Complexity Factor (R)	0.000
Calendar Days	540

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]
 Specified Rate (0.37 + R) DL
 Lump Sum

Date: 12/31/2013

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead (DLxOH)	Services by Others	In-House Direct Costs (IHDC)	Fixed Fee	Total
1 Early Coordination and Data Collection	Engineer IV	5.0	\$50.88	\$254.40	\$339.50	\$ -	\$ 7.65	\$1.11	\$8.76
	Engineer I	8.0	\$27.04	\$216.32	\$288.68			\$86.12	\$680.02
	Engineering Technician IV	3.0	\$49.37	\$148.11	\$197.65			\$73.23	\$578.23
	Senior Structural Engineer	1.0	\$59.74	\$59.74	\$79.72			\$50.14	\$395.90
	Env. Res Spec II	1.0	\$27.30	\$27.30	\$36.43			\$20.22	\$159.68
								\$9.24	\$72.97
2 Supplemental Surveys	Engineering Technician III	2.0	\$41.10	\$82.20	\$109.70	\$ -	\$ 45.00	\$6.53	\$51.53
	Engineering Technician II	8.0	\$30.39	\$243.12	\$324.44			\$27.83	\$219.73
	Surveyor III	2.0	\$38.88	\$77.76	\$103.77			\$82.30	\$649.86
								\$26.32	\$207.85
3 Utility Coordination	Engineer I	3.0	\$27.04	\$81.12	\$108.25	\$ -	\$ 172.00	\$24.94	\$196.94
	Engineering Technician IV	2.0	\$49.37	\$98.74	\$131.77			\$27.46	\$216.83
	Engineering Technician III	3.0	\$41.10	\$123.30	\$164.54			\$33.42	\$263.93
	Senior Structural Engineer	1.0	\$59.74	\$59.74	\$79.72			\$41.74	\$329.58
								\$20.22	\$159.68
4 Roadway and Culvert Plans	Engineer IV	4.0	\$50.88	\$203.52	\$271.60	\$ -	\$ 63.00	\$9.14	\$72.14
	Engineer III	2.0	\$30.64	\$61.28	\$81.78			\$68.89	\$544.01
	Engineer I	52.0	\$27.04	\$1,406.08	\$1,876.41			\$20.74	\$163.80
	Engineering Technician IV	26.0	\$49.37	\$1,283.62	\$1,712.99			\$475.96	\$3,758.45
	Engineering Technician III	2.0	\$41.10	\$82.20	\$109.70			\$434.51	\$3,431.12
	Engineering Technician II	63.0	\$30.39	\$1,914.57	\$2,554.99			\$27.83	\$219.73
	Senior Structural Engineer	32.0	\$59.74	\$1,911.68	\$2,551.14			\$648.09	\$5,117.65
	Env. Res Spec II	14.0	\$27.30	\$382.20	\$510.05			\$647.11	\$5,109.93
								\$129.38	\$1,021.63
5 Quantity Calculations	Engineer I	3.0	\$27.04	\$81.12	\$108.25	\$ -	\$ -	\$0.00	\$0.00
	Engineering Technician IV	6.0	\$49.37	\$296.22	\$395.31			\$27.46	\$216.83
	Engineering Technician III	12.0	\$41.10	\$493.20	\$658.18			\$100.27	\$791.80
	Senior Structural Engineer	5.0	\$59.74	\$298.70	\$398.62			\$166.95	\$1,318.33
								\$101.11	\$798.43
6 Specifications and Special Provisions	Engineer I	11.0	\$27.04	\$297.44	\$396.93	\$ -	\$ 240.00	\$34.80	\$274.80
	Engineering Technician IV	14.0	\$49.37	\$691.18	\$922.38			\$100.68	\$795.05
	Engineering Technician III	2.0	\$41.10	\$82.20	\$109.70			\$233.97	\$1,847.53
	Senior Structural Engineer	1.0	\$59.74	\$59.74	\$79.72			\$27.83	\$219.73
							\$20.22	\$159.68	

EXHIBIT A - PHASE II ENGINEERING SERVICES

Illini Drive over Klein Creek

Illini Drive

Route
 Local Agency Village of Carol Stream
 Section
 Project
 Job No.
 Existing Structure No. 022-6201

*Firm's approved rates on file with IDOT's Bureau of Accounting and Auditing:	
Overhead Rate (OH)	133.45 %
Complexity Factor (R)	0.000
Calendar Days	540

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]
- Specified Rate (0.37 + R) DL
- Lump Sum

Date: 12/31/2013

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead (DLxOH)	Services by Others	In-House Direct Costs (IHDC)	Fixed Fee	Total
7 Construction Cost Estimate						\$ -	\$ -	\$0.00	\$0.00
	Engineer I	1.0	\$27.04	\$27.04	\$36.08			\$9.15	\$72.27
	Engineering Technician IV	5.0	\$49.37	\$246.85	\$329.42			\$83.56	\$659.83
8 Permitting and Environmental Coordination						\$ -	\$ 186.00	\$26.97	\$212.97
	Engineer IV	22.0	\$50.88	\$1,119.36	\$1,493.79			\$378.91	\$2,992.06
	Engineer I	50.0	\$27.04	\$1,352.00	\$1,804.24			\$457.65	\$3,613.89
	Engineering Technician IV	6.0	\$49.37	\$296.22	\$395.31			\$100.27	\$791.80
	Engineering Technician III	6.0	\$41.10	\$246.60	\$329.09			\$83.48	\$659.17
	Senior Scientist V	4.0	\$64.89	\$259.56	\$346.38			\$87.86	\$693.80
	Env. Res Spec II	74.0	\$27.30	\$2,020.20	\$2,695.96			\$683.84	\$5,400.00
	GIS Analyst	12.0	\$30.39	\$364.68	\$486.67			\$123.45	\$974.80
9 Bidding and Contract Support						\$ -	\$ 27.65	\$4.01	\$31.66
	Engineering Technician IV	12.0	\$49.37	\$592.44	\$790.61			\$200.54	\$1,583.59
	Engineering Technician II	4.0	\$30.39	\$121.56	\$162.22			\$41.15	\$324.93
	Senior Structural Engineer	13.0	\$59.74	\$776.62	\$1,036.40			\$262.89	\$2,075.91
10 Meetings And Coordination						\$ -	\$ 15.30	\$2.22	\$17.52
	Engineer IV	2.0	\$50.88	\$101.76	\$135.80			\$34.45	\$272.01
	Senior Structural Engineer	6.0	\$59.74	\$358.44	\$478.34			\$121.33	\$958.11
11 Project Administration and Management						\$0.00	\$ 200.00	\$29.00	\$229.00
	Engineer V	4.0	\$67.96	\$271.84	\$362.77			\$92.02	\$726.63
	Senior Structural Engineer	12.0	\$59.74	\$716.88	\$956.68			\$242.67	\$1,916.23
Totals		521.0		\$ 19,888.85	\$ 26,541.68	\$ -	\$ 956.60	\$ 6,871.18	\$ 54,258.31

Route
 Local Agency DuPage County
 Section
 Project
 Job No.
 Existing Struct 022-6201

WORK HOUR ESTIMATE FOR CONSULTING SERVICES
 EXHIBIT A - PHASE II ENGINEERING SERVICES
 Illini Drive over Klein Creek

Description		Engineer V	Engineer IV	Engineer III	Engineer I	Engineering Technician IV	Engineering Technician III	Engineering Technician II	Senior Structural Engineer	Surveyor II	Senior Scientist V	Env. Res Spec II	GIS Analyst	Office Professional	Sub-Consultant Costs	In House Direct Costs
1 Early Coordination and Data Collection																
1.1	Review Existing Data (PDR, soils report, commitments and design parameters, roadway drawings, etc)		1			1			1			1				
1.2	Site Visit				8	2										
1.3	FEQ Model Revision		4													
SUB-TOTAL PERCENT		16.0	5.0 28%		8.0 44%	3.0 17%			1.0 6%			1.0 6%			\$ -	\$ 7.63
2 Supplemental Surveys																
2.1	Perform Pickups Survey								8							
2.2	Download Survey Data									2						
2.3	Modify Existing Base Drawing						2									
SUB-TOTAL PERCENT		12.0					2.0 17%	8.0 67%		2.0 17%					\$ -	\$ 45.00
3 Utility Coordination																
3.1	Utility Coordination Letters and Location Exhibits				2	1	1		1							
3.2	Utility Coordination and resolution of conflicts				1	1	2									
SUB-TOTAL PERCENT		8.0			3.0 33%	2.0 22%	3.0 33%		1.0 11%						\$ -	\$ 172.00
4 Roadway and Culvert Plans																
4.1	Roadway															
	Title Sheet				1	1	1		1							
	Index of Sheets, State Standards & General Notes				1	4	4		4							
	Summary of Quantities				2	2	4		4							
	Typical Sections				1	8	8		8							
	Traffic Control and Protection (Detour Plan)				1	8	8		8							
	Traffic Control and Protection (Detour Details)				1	6	6		6							
	Existing Conditions and Removals				1	6	6		6							
	Plan & Profile Roadway				1	12	12		12							
	Grading Plan - Bridge and Channel				1	6	6		6							
	Erosion and Sediment Control Plan				1	12	12		12							
	Erosion and Sediment Control Notes and Details				2	5	10		10			8				
	Construction Details				1	4	4		4			8				
	Standards				4	0.5	2		2							
	Total Civil Sheets				18	83.5	83		83							
4.2	Drainage Calculations						4	2								
4.3	QA Review Roadway							2								
4.4	Constructability Review - Roadway							2								
	Total Civil Design							2								
4.5	Culvert															
	General Plan & Elevation				1	24	24		24							
	Culvert Section and Details				1	12	12		12							
	Culvert End Section Details				2	18	32		32							
	Soil Boring Logs				1	2	2		2							
	Existing Plans				2	1	2		2							
	Total Structural Sheets				7	72	72		72							
4.6	Structural Design						6									
4.7	QA Review - Structure							2								
4.8	Constructability Review - Structure							2								
	Total Structural Design						6	2								
4.9	Coordinate, Assemble & Submit Pre-Final and Final Plan Sets (Two Submittals)						4	2	6	2						
4.10	Disposition of Comments						2	2	2							
SUB-TOTAL PERCENT		195.0	4.0 2%	2.0 1%	52.0 27%	26.0 13%	2.0 1%	53.0 32%	32.0 16%			14.0 7%			\$ -	\$ 63.00
5 Quantity Calculations																
5.1	Earthwork calculations - Cut, fill & unsuitable volume							2	6							
5.2	Quantities Computations - Two submittals															
	Civil Quantities							2	6							
	Structural Quantities						3			3						
5.3	QA Review															
	Civil Quantities							2								
	Structural Quantities								2							
SUB-TOTAL PERCENT		26.0				3.0 12%	6.0 23%	12.0 46%	5.0 19%						\$ -	\$ -
6 Specifications and Special Provisions																
6.1	Contract Bid Documents (Pre-Final and Final - Two Submittals)															
	Civil Specifications & Special Provisions					20	8	12								
	Structural Specifications & Special Provisions					2	1		1							
6.2	Submit Pre-final and Final specifications and contract documents (Two Submittals)					4	1	1	2							
6.3	Address Village and/or Agency review comments					2	1	1								
SUB-TOTAL PERCENT		28.0				11.0 39%	14.0 50%	2.0 7%	1.0 4%						\$ -	\$ 240.00
7 Construction Cost Estimate																
7.1	Prepare Construction Cost Estimates (BLR 11510) (Pre-Final and Final - Two Submittals)					6	1	5								
SUB-TOTAL PERCENT		6.0				1.0 17%	5.0 83%								\$ -	\$ -
8 Permitting and Environmental Coordination																
8.1	Wetland Assessment Report										1	12	8			
8.2	Prepare and Submit Army Corps of Engineers Section 404 Permit										1	32	2			
8.3	IDNR-OWR Floodway Permit (Part 3700)					10	20	2								
8.4	Prepare and Submit Kane Soil Age Soil & Water and Conservation District Permit															
	Prepare Storm Water Pollution Prevention Plan					6	6					2				
	Submit SWPPP, Plans, and SESC Application to KDSWCD										1	4				

Route
 Local Agency DuPage County
 Section
 Project
 Job No.
 Existing Struck 022-6201

WORK HOUR ESTIMATE FOR CONSULTING SERVICES
 EXHIBIT A - PHASE II ENGINEERING SERVICES
 Illini Drive over Klein Creek

Description	Engineer V	Engineer IV	Engineer III	Engineer I	Engineering Technician IV	Engineering Technician III	Engineering Technician II	Senior Structural Engineer	Surveyor III	Senior Scientist V	Env. Res Spec II	GIS Analyst	Office Professional	Sub-Consultant Costs	In House Direct Costs
Address KDSWCD Review Comments and Resubmit											2				
8.5 Prepare and Submit DuPage County Countywide Stormwater Floodplain Permit		12		24		4				1	20	2			
8.6 IHPA Consultation											1				
8.7 USFWS Threatened and Endangered Species Consultation											1				
SUB-TOTAL	174.0	22.0		60.0	6.0	6.0				4.0	74.0	12.0		\$ -	\$ 186.00
PERCENT		13%		29%	3%	3%				2%	43%	7%			
9 Bidding and Contract Support															
9.1 Document and Respond to Contractor RFI's					2		2	2							
9.2 Submit NPDES NOI to EPA					2		2								
9.3 Prebid Meeting								3							
9.4 Assist Village in Pre-bid and Bidding Activities					8			8							
SUB-TOTAL	28.0				12.0		4.0	13.0						\$ -	\$ 27.66
PERCENT					41%		14%	45%							
10 Meetings And Coordination															
10.1 Design/Coordination Progress Meeting (2 meetings @ 2 pers @ 2 hrs each)		2						2							
10.2 Preparation of Meeting Agendas and Exhibits (Assumes 2 meetings @ 1 hr per mtg)								2							
10.3 Meeting Minutes and Project Memos (Assume 2 Meetings @ 1 hrs per mtg.)								2							
SUB-TOTAL	6.0	2.0						6.0						\$ -	\$ 15.30
PERCENT		25%						75%							
11 Project Administration and Management															
11.1 Project administrative set-up															
Scope of work reviews & Scheduling		1						2							
Manpower planning		1						2							
Project team meetings		1						2							
Contract administration		1						2							
11.2 Progress Reports								2							
11.3 General administrative task associated with budgeting and invoicing								2							
SUB-TOTAL	16.0	4.0						12.0						\$ -	\$ 200.00
PERCENT		25%						75%							
TOTALS	621.0	4.0	33.0	2.0	128.0	74.0	27.0	75.0	2.0	4.0	89.0	12.0		\$ -	\$ 956.60
PERCENT		1%	6%	0%	25%	14%	5%	14%	0%	1%	17%	2%			

Route
 Local Agency DuPage County
 Section
 Project
 Job No.

**Illini Drive over Klein Creek
 Village of Carol Stream
 EXHIBIT A - PHASE II ENGINEERING SERVICES**

Development of Project Hourly Rates (IDOT Method)

Item	2013 Actual Rate	2014 Projected @ 3.0% Increase	2015 Projected @ 3.0% Increase	2016 Projected @ 3.0% Increase	2017 Projected @ 3.0% Increase	2018 Projected @ 3.0% Increase
Average Hourly Rate as a Percent of 2010 Rate	100.0%	103.0%	106.1%	109.3%	112.6%	115.9%
Estimated Months of Contract in Given Year	0	6	0	0	0	0
% of Project Duration	0.00%	100.00%	0.00%	0.00%	0.00%	0.00%
Extension	0.000	1.030	0.000	0.000	0.000	0.000
Weighted Project Hourly Rate Multiplier	Note: Salary Adjustments are applied on January 1 of Each Year					1.0300

Project Duration: January 1, 2014 to June 30, 2014 = 6 months

Allowed Percentage Escalation 3.00% 1.030

Route
 Local Agency DuPage County
 Section
 Project
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Illini Drive over Klein Creek
 Village of Carol Stream
 EXHIBIT A - PHASE II ENGINEERING SERVICES

Escalation Factor **1.030**

Classification	2013 Actual Rate	Adjusted Rate
Engineer VI	\$ 69.00	\$ 71.07
Engineer V	\$ 65.98	\$ 67.96
Engineer IV	\$ 49.40	\$ 50.88
Engineer III	\$ 29.75	\$ 30.64
Engineer II	\$ 28.55	\$ 29.41
Engineer I	\$ 26.25	\$ 27.04
Engineering Technician IV	\$ 47.93	\$ 49.37
Engineering Technician III	\$ 39.90	\$ 41.10
Engineering Technician II	\$ 29.50	\$ 30.39
Senior Structural Engineer	\$ 58.00	\$ 59.74
Surveyor III	\$ 37.75	\$ 38.88
Senior Scientist V	\$ 63.00	\$ 64.89
Env. Res Spec III	\$ 27.00	\$ 27.81
Env. Res Spec II	\$ 26.50	\$ 27.30
Env. Res. Spec. I	\$ 16.00	\$ 16.48
Resource Planner V	\$ 57.00	\$ 58.71
Resource Planner III	\$ 28.65	\$ 29.51
GIS Analyst	\$ 29.50	\$ 30.39
Administrative Manager	\$ 31.00	\$ 31.93
Office Professional	\$ 18.25	\$ 18.80
Engineering Intern	\$ 13.00	\$ 13.39

EXHIBIT A - PHASE II ENGINEERING SERVICES

In-House Direct Costs (IHDC)

Route
 Local Agency DuPage County
 Section
 Project
 Job No.
 Existing Struc 022-6201

Consultant **Wills Burke Kelsey Associates, Ltd.**

ITEM	UNITS	UNIT COST	TASK 1		TASK 2		TASK 3	
			QUANT.	TOTAL COST	QUANT.	TOTAL COST	QUANT.	TOTAL COST
DIRECT COSTS								
Postage & Shipping (UPS, Fed-Ex)	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Travel Mileage	DAY	\$45.00		\$0.00	1	\$45.00		\$0.00
Travel Mileage	MILE	\$0.51	15	\$7.65		\$0.00		\$0.00
24 x 36 BW Bond Sheets	SHEET	\$0.66		\$0.00		\$0.00	200	\$132.00
24 x 36 Color Bond Sheets	SHEET	\$21.00		\$0.00		\$0.00		\$0.00
24 x 36 Mylar Plots	SHEET	\$13.50		\$0.00		\$0.00		\$0.00
24 x 36 Display Boards	EACH	\$33.00		\$0.00		\$0.00		\$0.00
11 x 17 BW Photocopies	SHEET	\$0.20		\$0.00		\$0.00	200	\$40.00
11 x 17 Color Photocopies	SHEET	\$2.25		\$0.00		\$0.00		\$0.00
8 ½ x 11 BW Photocopies	SHEET	\$0.10		\$0.00		\$0.00		\$0.00
8 ½ x 11 Color Photocopies	SHEET	\$1.25		\$0.00		\$0.00		\$0.00
Small Report Binding	EACH	\$40.00		\$0.00		\$0.00		\$0.00
Medium Report Binding	EACH	\$75.00		\$0.00		\$0.00		\$0.00
Large Report Binding	EACH	\$100.00		\$0.00		\$0.00		\$0.00
Public Notice (News Paper)	UNIT	\$350.00		\$0.00		\$0.00		\$0.00
Survey Equipment (Per Week)	UNIT	\$700.00		\$0.00		\$0.00		\$0.00
Specialty Equipment	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Permit Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Plan/Inspection Review Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Recording Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Title Commitments	EACH	\$400.00		\$0.00		\$0.00		\$0.00
Phase I Archeological Survey	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Special Waste Radius Report	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Sub-Totals				\$7.65		\$45.00		\$172.00
Totals		\$956.60						

EXHIBIT A - PHASE II ENGINEERING SERVICES

In-House Direct Costs (IHDC)

Route
 Local Agency DuPage County
 Section
 Project
 Job No.
 Existing Struc 022-6201

Consultant **Wills Burke Kelsey Associates, Ltd.**

ITEM	UNITS	UNIT COST	TASK 4 Roadway and Culvert Plans		TASK 5 Quantity Calculations		TASK 6 Specifications and Special Provisions	
			QUANT.	TOTAL COST	QUANT.	TOTAL COST	QUANT.	TOTAL COST
DIRECT COSTS								
Postage & Shipping (UPS, Fed-Ex)	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Travel Mileage	DAY	\$45.00		\$0.00		\$0.00		\$0.00
Travel Mileage	MILE	\$0.51		\$0.00		\$0.00		\$0.00
24 x 36 BW Bond Sheets	SHEET	\$0.66	50	\$33.00		\$0.00		\$0.00
24 x 36 Color Bond Sheets	SHEET	\$21.00		\$0.00		\$0.00		\$0.00
24 x 36 Mylar Plots	SHEET	\$13.50		\$0.00		\$0.00		\$0.00
24 x 36 Display Boards	EACH	\$33.00		\$0.00		\$0.00		\$0.00
11 x 17 BW Photocopies	SHEET	\$0.20	150	\$30.00		\$0.00		\$0.00
11 x 17 Color Photocopies	SHEET	\$2.25		\$0.00		\$0.00		\$0.00
8 ½ x 11 BW Photocopies	SHEET	\$0.10		\$0.00		\$0.00	2,400	\$240.00
8 ½ x 11 Color Photocopies	SHEET	\$1.25		\$0.00		\$0.00		\$0.00
Small Report Binding	EACH	\$40.00		\$0.00		\$0.00		\$0.00
Medium Report Binding	EACH	\$75.00		\$0.00		\$0.00		\$0.00
Large Report Binding	EACH	\$100.00		\$0.00		\$0.00		\$0.00
Public Notice (News Paper)	UNIT	\$350.00		\$0.00		\$0.00		\$0.00
Survey Equipment (Per Week)	UNIT	\$700.00		\$0.00		\$0.00		\$0.00
Specialty Equipment	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Permit Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Plan/Inspection Review Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Recording Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Title Commitments	EACH	\$400.00		\$0.00		\$0.00		\$0.00
Phase I Archeological Survey	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Special Waste Radius Report	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Sub-Totals				\$63.00		\$0.00		\$240.00
Totals		\$956.60						

EXHIBIT A - PHASE II ENGINEERING SERVICES

In-House Direct Costs (IHDC)

Route
 Local Agency DuPage County
 Section
 Project
 Job No.
 Existing Struc 022-6201

Consultant **Wills Burke Kelsey Associates, Ltd.**

ITEM	UNITS	UNIT COST	TASK 7 Construction Cost Estimate		TASK 8 Permitting and Environmental Coordination		TASK 9 Bidding and Contract Support	
			QUANT.	TOTAL COST	QUANT.	TOTAL COST	QUANT.	TOTAL COST
DIRECT COSTS								
Postage & Shipping (UPS, Fed-Ex)	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Travel Mileage	DAY	\$45.00		\$0.00		\$0.00		\$0.00
Travel Mileage	MILE	\$0.51		\$0.00		\$0.00	15	\$7.65
24 x 36 BW Bond Sheets	SHEET	\$0.66		\$0.00	100	\$66.00		\$0.00
24 x 36 Color Bond Sheets	SHEET	\$21.00		\$0.00		\$0.00		\$0.00
24 x 36 Mylar Plots	SHEET	\$13.50		\$0.00		\$0.00		\$0.00
24 x 36 Display Boards	EACH	\$33.00		\$0.00		\$0.00		\$0.00
11 x 17 BW Photocopies	SHEET	\$0.20		\$0.00		\$0.00		\$0.00
11 x 17 Color Photocopies	SHEET	\$2.25		\$0.00		\$0.00		\$0.00
8 ½ x 11 BW Photocopies	SHEET	\$0.10		\$0.00	1,200	\$120.00	200	\$20.00
8 ½ x 11 Color Photocopies	SHEET	\$1.25		\$0.00		\$0.00		\$0.00
Small Report Binding	EACH	\$40.00		\$0.00		\$0.00		\$0.00
Medium Report Binding	EACH	\$75.00		\$0.00		\$0.00		\$0.00
Large Report Binding	EACH	\$100.00		\$0.00		\$0.00		\$0.00
Public Notice (News Paper)	UNIT	\$350.00		\$0.00		\$0.00		\$0.00
Survey Equipment (Per Week)	UNIT	\$700.00		\$0.00		\$0.00		\$0.00
Specialty Equipment	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Permit Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Plan/Inspection Review Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Recording Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Title Commitments	EACH	\$400.00		\$0.00		\$0.00		\$0.00
Phase I Archeological Survey	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Special Waste Radius Report	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Sub-Totals				\$0.00		\$186.00		\$27.65
Totals		\$956.60						

EXHIBIT A - PHASE II ENGINEERING SERVICES

In-House Direct Costs (IHDC)

Route
 Local Agency DuPage County
 Section
 Project
 Job No.
 Existing Struc 022-6201


Consultant **Wills Burke Kelsey Associates, Ltd.**

ITEM	UNITS	UNIT COST	TASK 10		TASK 11	
			QUANT.	TOTAL COST	QUANT.	TOTAL COST
				Meetings And Coordination		Project Administration and Management
DIRECT COSTS						
Postage & Shipping (UPS, Fed-Ex)	UNIT	\$1.00		\$0.00	200	\$200.00
Travel Mileage	DAY	\$45.00		\$0.00		\$0.00
Travel Mileage	MILE	\$0.51	30	\$15.30		\$0.00
24 x 36 BW Bond Sheets	SHEET	\$0.66		\$0.00		\$0.00
24 x 36 Color Bond Sheets	SHEET	\$21.00		\$0.00		\$0.00
24 x 36 Mylar Plots	SHEET	\$13.50		\$0.00		\$0.00
24 x 36 Display Boards	EACH	\$33.00		\$0.00		\$0.00
11 x 17 BW Photocopies	SHEET	\$0.20		\$0.00		\$0.00
11 x 17 Color Photocopies	SHEET	\$2.25		\$0.00		\$0.00
8 ½ x 11 BW Photocopies	SHEET	\$0.10		\$0.00		\$0.00
8 ½ x 11 Color Photocopies	SHEET	\$1.25		\$0.00		\$0.00
Small Report Binding	EACH	\$40.00		\$0.00		\$0.00
Medium Report Binding	EACH	\$75.00		\$0.00		\$0.00
Large Report Binding	EACH	\$100.00		\$0.00		\$0.00
Public Notice (News Paper)	UNIT	\$350.00		\$0.00		\$0.00
Survey Equipment (Per Week)	UNIT	\$700.00		\$0.00		\$0.00
Specialty Equipment	UNIT	\$1.00		\$0.00		\$0.00
Permit Fees	UNIT	\$1.00		\$0.00		\$0.00
Plan/Inspection Review Fees	UNIT	\$1.00		\$0.00		\$0.00
Recording Fees	UNIT	\$1.00		\$0.00		\$0.00
Title Commitments	EACH	\$400.00		\$0.00		\$0.00
Phase I Archeological Survey	UNIT	\$1.00		\$0.00		\$0.00
Special Waste Radius Report	UNIT	\$1.00		\$0.00		\$0.00
Sub-Totals				\$15.30		\$200.00
Totals		\$956.60				

Village of Carol Stream

Interdepartmental Memo

TO: Joseph Breinig, Village Manager

FROM: William N. Cleveland, Assistant Village Engineer 

DATE: January 16, 2014

RE: Engineering Services Agreement for Federal Participation –
West Branch DuPage River/Fair Oaks Bike Trail Phase II
Construction Drawings


Engineering Services has received a proposal from TranSystems for an Engineering Services Agreement for Federal Participation for preparation of Phase II (design drawings) for the West Branch DuPage River/Fair Oaks Bike Trail project. In November of 2010 the Village Board awarded the Phase I (preliminary engineering) contract to TranSystems, and they have been in the process of obtaining State and Federal approval for the Preliminary Design Report (PDR) for the past three years. Approval of the PDR is expected to occur in March.

TranSystems is very familiar with the unique procedures and processes of the Federal Highway Administration (FHWA) and IDOT required to be followed in order to receive federal funding. They have assisted the Village in obtaining funding for Lies Road and Fullerton Avenue industrial street repaving projects, the Lies Road and Kuhn Road Bike Trail Projects, the Lies Road repaving project from Gary to Kuhn using American Recovery and Reimbursement Act (ARRA) funds, and most recently in obtaining Illinois Transportation Enhancement Program (ITEP) funds for the West Branch/Fair Oaks Road Bridge Trail project.

Of the \$488,000 in Illinois Transportation Enhancement Program (ITEP) for engineering and right-of-way, we have used a little over \$164,000 in the Phase I engineering process. The estimate for Phase II process includes; plan preparation, wetland mitigation, and right-of-way negotiation, is in the amount of \$161,328, of which \$129,062 is from FHWA-ITEP funding and the remainder from Village and Wayne Township Road District funds. This leaves about \$144,938 in ITEP funds for actual right-of-way purchases and Phase III construction engineering. We also have the opportunity to request additional unused ITEP funds if needed to complete the project but can not use ITEP funds as our local match to the \$1,090,000 we have received in Surface Transportation Program (STP) construction funds obtained in 2007.

Engineering Staff therefore recommends that the Request for Proposal (RFP) process be waived and that the Phase II Engineering Services Contract for the West Branch DuPage River/Fair Oaks Bike Trail be awarded to TranSystems Corporation in the amount of \$161,328. This cost includes right-of-way negotiation services in the amount of \$19,500 for up to three parcels, and the cost of wetland mitigation permitting of \$14,775. The FHWA will reimburse 80% of this cost (\$129,062) and the remaining 20% (\$32,266) split between the Village and Wayne Township Road District.

Cc: James T. Knudsen, Director of Engineering Services
Jon Batek, Finance Director
Phil Modaff, Director of Public Works
Martin McManamon, Wayne Township Road District

Local Agency Village of Carol Stream	LOCAL AGENCY  Illinois Department of Transportation Preliminary Engineering Services Agreement For Federal Participation	Consultant TranSystems
County DuPage		Address 1475 E. Woodfield Road, Suite 600
Section 10-00055-00-BT		City Schaumburg
Project No. TE-00D1(817)		State IL
Job No. D-91-434-10		Zip Code 60172
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 _____, 2014 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 West Branch DuPage River/Fair Oaks Trail Route FAU 2542 Length 2.31 mi Structure No. 022-P018

Termini St. Charles Road to Army Trail Road

Description Design Engineering for off-road bike trail.

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 540 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	\$114,646.31
Sub-Consultants:	TIN Number	Agreement Amount
Huff & Huff Incorporated	36-3044842	\$14,775.69
Santacruz Associates, Ltd.	36-3851733	\$19,500.00
Jorgensen & Associates	36-3668574	\$12,406.35
	Sub-Consultant Total:	\$46,682.04
	Prime Consultant Total:	\$114,646.31
	Total for all Work:	\$161,328.35

Executed by the LA:

_____ (Municipality/Township/County)

ATTEST:

By: _____
 _____ Clerk

By: _____
 Title: _____

(SEAL)

Executed by the ENGINEER:

ATTEST:

By: _____
 Title: _____

By: _____
 Title: _____

Exhibit A - Preliminary Engineering

Route: FAU 2542
 Local Agency: Village of Carol Stream
 (Municipality/Township/County)
 Section: 10-00055-00-BT
 Project: TE-00D1(817)
 Job No.: D-91-434-10

*Firm's **approved rates** on file with IDOT'S Bureau of Accounting and Auditing:

Overhead Rate (OH) 149.77 %
 Complexity Factor (R) 0.00
 Calendar Days 540

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	Varies	60	\$40.33	\$2,419.80	\$3,624.13	\$263.20		\$876.37	\$7,183.50
Supplemental Survey	Varies	52	\$27.50	\$1,430.00	\$2,141.71		\$135.00	\$537.47	\$4,244.18
Pre-Final Roadway	Varies	361	\$40.02	\$14,447.22	\$21,637.60	\$818.00		\$5,232.30	\$42,135.12
Final Roadway Plans	Varies	154	\$41.00	\$6,314.00	\$9,456.48	\$1,442.00		\$2,286.72	\$19,499.20
Structural Plans	Varies	280	\$38.96	\$10,909.80	\$16,339.61			\$3,951.16	\$31,200.57
Permitting	Varies	56	\$37.28	\$2,087.68	\$3,126.72	\$15,599.69		\$756.09	\$21,570.18
ROW Services	Varies	32	\$39.22	\$1,255.04	\$1,879.67	\$31,906.35		\$454.53	\$35,495.60
Totals		995		\$38,863.54	\$58,205.92	\$50,029.24	\$ 135.00	\$14,094.65	\$161,328.35
					Subconsultant	\$46,682.04			
					Direct Costs	\$3,347.20			

Exhibit B



Illinois Department of Transportation

Engineering Payment Report

Prime Consultant

Name TranSystems
 Address 1475 E. Woodfield Rd. S.600
 Telephone 847-407-5313
 TIN Number 43-0839725

Project Information

Local Agency Village of Carol Stream
 Section Number 10-00055-00-BT
 Project Number TE-00D1(817)
 Job Number D-91-434-10

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 Incorporated	36-3044842	
Santacruz Associates, Ltd.	36-3851733	
Jorgensen & Associates	36-3668574	
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.

SCOPE OF ENGINEERING SERVICES

West Branch DuPage River / Fair Oaks Road Trail St. Charles Road to Army Trail Road

Phase II Final Engineering Services

1. Project Coordination and Data Collection
 - a. Attend a Phase II project kick off meeting with IDOT and Village staff to discuss project requirements, scope of work, task list and schedule (1 Meeting).
 - b. Coordinate the project with private utility companies and incorporate information into the contract plans and specifications.
 - c. Conduct utility coordination meetings including field meeting with utilities to discuss potential conflicts, review test hole information, resolve conflicts, and determine relocation schedule. (2 Meetings)
 - d. Conduct prefinal plan review meeting with IDOT and Village staff (1 Meeting).
2. Supplemental Field Survey
 - a. Conduct additional topographic survey as needed to supplement the original survey in Phase I. (3 days).
3. Preparation of Prefinal Contract Plans and Documents
 - a. It is anticipated that the following sheets would be included in the contract plans:

<u>Description</u>	<u>Number of Sheets</u>
Title Sheet	1
Index of Sheets/General Notes/State Stds.	1
Summary of Quantities	2
Typical Sections	2
Alignment, Ties and Benchmarks	2
Plan & Profile (1" = 50')	10
(With Drainage, Landscaping, Signing and Pavement Markings)	
Existing and Proposed Sign Legend	1
Erosion & Sediment Control (1"=50')	5
Plat of Highways	5
Structural Plans for Fair Oaks Road Boardwalk at Jason Court	9
District One Standard Details (Driveway, Traffic Control, and Markings)	4
Project Details	1
Cross Sections @100'	<u>13</u>
Total Sheets	56

- b. Prepare quantities and estimate of construction cost based on current contract unit prices.
- c. Prepare detailed specifications including status of utilities to be adjusted.
- d. Prepare estimate of time.
- e. Perform independent Quality Assurance/Quality Control review of plans and calculations. The review will be performed by a member of another TranSystems highway design team.
- f. Submit prefinal contract plans, specifications, cost estimate, and estimate of time to IDOT and Village and for review.
- g. Submit pre-final plans to utility companies.

4. Final Contract Plan and Document Approval

- a. Update final contract plans and documents based on comments received.
- b. Submit final plans, specifications, cost estimate and estimate of time to IDOT and Village.
- c. Perform independent Quality Assurance/Quality Control review of plans, specifications and estimate.
- d. Submit final plans to utility companies and conduct utility relocation reviews. (2 reviews)
- e. Process through IDOT final contract plans and documents for a project letting. Use IDOT standard symbology for CADD plan preparation. Submit final plans, specs, cost estimate, and quantity calculations in electronic format (MS Word, Excel, Microstation and PDF format).

5. Structural Plans

- a. Design Boardwalk north of Jason Court

6. Permitting

- a. Comply with DuPage County Storm Water Management Ordinance and submit DuPage County Storm Water Permit.
- b. Update and re-submit DuPage County Storm Water Permit based on comments received from review agencies to obtain permit.
- c. Submit application for NPDES Permit including Storm Water Pollution Prevention Plan and Notice of Intent.
- d. Submit plans to Kane-DuPage Soil and Water Conservation District for review.
- e. Perform Preliminary Site Investigation (PSI) at Benjamin Middle School. Conducted by Huff & Huff, Inc.

7. Right-of-Way Acquisition Services

- a. Update three plats and legal descriptions prepared in Phase I with new ROW requirements and path alignment. (Conducted by Jorgensen & Associates)
- b. Appraisals, review appraisals, and negotiations (Conducted by Santacruz Associates, Ltd.) will be performed for the three parcels listed below:
 1. Kesmars – TE and PE
 2. Berg – TE
 3. Toft – TE and PE
- c. Provide engineering services to clarify questions or comments identified in the negotiation process.

**PAYROLL ESCALATION TABLE
FIXED RAISES**

FIRM NAME TranSystems
PRIME/SUPPLEMENT Prime

DATE 01/14/14
PTB NO. West Branch DuPage / Fair Oaks Trail

CONTRACT TERM 12 MONTHS
START DATE 8/1/2014
RAISE DATE 4/1/2015

OVERHEAD RATE 149.77%
COMPLEXITY FACTOR
% OF RAISE 3.00%

ESCALATION PER YEAR

8/1/2014 - 4/1/2015	4/2/2015 - 8/1/2015			
8	4			
12	12			
= 66.67%	34.33%			
= 1.0100				
The total escalation for this project would be:		1.00%		

PAYROLL RATES

FIRM NAME TranSystems DATE 01/14/14
 PRIME/SUPPLEMENT Prime
 PSB NO. West Branch DuPage / Fair Oaks Trail

ESCALATION FACTOR 1.00%

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Engineer 5 (E5)	\$70.00	\$70.00
Engineer 4 (E4)	\$70.00	\$70.00
Engineer 3 (E3)	\$52.23	\$52.75
Engineer 2 (E2)	\$39.55	\$39.95
Engineer 1 (E1)	\$30.13	\$30.43
Planner 5 (P5)	\$70.00	\$70.00
Planner 4 (P4)	\$54.20	\$54.74
Planner 3 (P3)	\$47.20	\$47.67
Planner 2 (P2)	\$30.60	\$30.91
Architect 4 (AR4)	\$70.00	\$70.00
Architect 3 (AR3)	\$57.75	\$58.33
Architect 2 (AR2)	\$35.53	\$35.89
Architect 1 (AR1)	\$25.58	\$25.84
Environmental Scientist 4 (SC4)	\$60.00	\$60.60
Industry Specialist 3 (IS3)	\$48.09	\$48.57
Surveyor 3 (S3)	\$32.90	\$33.23
Surveyor 1 (S1)	\$19.50	\$19.70
Technician 3 (T3)	\$33.40	\$33.73
Technician 2 (T2)	\$27.15	\$27.42
Technician 1 (T1)	\$19.38	\$19.57
Administrative 4 (A4)	\$59.30	\$59.89
Administrative 3 (A3)	\$37.48	\$37.85
Administrative 2 (A2)	\$28.36	\$28.64
Administrative 1 (A1)	\$21.00	\$21.21

AVERAGE HOURLY PROJECT RATES

FIRM TranSystems
PSB West Branch DuPage / Fair Oaks Trail
PRIME/SUPPLEMENT Prime

DATE 01/14/14

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Project Coordination			Supplemental Survey			Pre-Final Roadway Plans			Final Roadway Plans			Structural Plans		
		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	36	3.62%	2.53	4	6.67%	4.67				12	3.32%	2.33	6	3.90%	2.73	14	5.00%	3.50
Engineer 3 (E3)	52.75	210	21.11%	11.13	16	26.67%	14.07				82	22.71%	11.98	40	25.97%	13.70	56	20.00%	10.55
Engineer 2 (E2)	39.95	221	22.21%	8.87	16	26.67%	10.65	4	7.69%	3.07	91	25.21%	10.07	44	28.57%	11.41	42	15.00%	5.99
Engineer 1 (E1)	30.43	280	28.14%	8.56	16	26.67%	8.12				88	24.38%	7.42	40	25.97%	7.90	112	40.00%	12.17
Planner 5 (P5)	70.00	0																	
Planner 4 (P4)	54.74	0																	
Planner 3 (P3)	47.67	0																	
Planner 2 (P2)	30.91	0																	
Architect 4 (AR4)	70.00	0																	
Architect 3 (AR3)	58.33	0																	
Architect 2 (AR2)	35.89	0																	
Architect 1 (AR1)	25.84	0																	
Environmental Scien	60.60	0																	
Industry Specialist 3	48.57	0																	
Surveyor 3 (S3)	33.23	24	2.41%	0.80				24	46.15%	15.34									
Surveyor 1 (S1)	19.70	24	2.41%	0.48				24	46.15%	9.09									
Technician 3 (T3)	33.73	192	19.30%	6.51							88	24.38%	8.22	24	15.58%	5.26	56	20.00%	6.75
Technician 2 (T2)	27.42	0																	
Technician 1 (T1)	19.57	0																	
Administrative 4 (A4)	59.89	0																	
Administrative 3 (A3)	37.85	0																	
Administrative 2 (A2)	28.64	0																	
Administrative 1 (A1)	21.21	8	0.80%	0.17	8	13.33%	2.83												
		0																	
		0																	
		0																	
TOTALS		995	100%	\$39.06	60	100.00%	\$40.33	52	100%	\$27.50	361	100%	\$40.02	154	100%	\$41.00	280	100%	\$38.96

AVERAGE HOURLY PROJECT RATES

FIRM TranSystems
PSB West Branch DuPage / Fair Oaks Trail
PRIME/SUPPLEMENT Prime

DATE 01/14/14

SHEET 2 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Permitting			ROW Services														
		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																		
Engineer 3 (E3)	52.75	8	14.29%	7.54	8	25.00%	13.19												
Engineer 2 (E2)	39.95	16	28.57%	11.41	8	25.00%	9.99												
Engineer 1 (E1)	30.43	16	28.57%	8.69	8	25.00%	7.61												
Planner 5 (P5)	70.00																		
Planner 4 (P4)	54.74																		
Planner 3 (P3)	47.67																		
Planner 2 (P2)	30.91																		
Architect 4 (AR4)	70.00																		
Architect 3 (AR3)	58.33																		
Architect 2 (AR2)	35.89																		
Architect 1 (AR1)	25.84																		
Environmental Scier	60.60																		
Industry Specialist 3	48.57																		
Surveyor 3 (S3)	33.23																		
Surveyor 1 (S1)	19.70																		
Technician 3 (T3)	33.73	16	28.57%	9.64	8	25.00%	8.43												
Technician 2 (T2)	27.42																		
Technician 1 (T1)	19.57																		
Administrative 4 (A4)	59.89																		
Administrative 3 (A3)	37.85																		
Administrative 2 (A2)	28.64																		
Administrative 1 (A1)	21.21																		
TOTALS		56	100%	\$37.28	32	100%	\$39.22	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00

West Branch DuPage River / Fair Oaks Road Trail (FAU 2542)

Section No.: 10-00055-00-BT

Village of Carol Stream

Direct Cost Summary

				<u>Outside</u>	<u>In-House</u>
1 <u>Project Coordination & Data Collection</u>					
Vehicle Days	0 vehicle @	0 days @ \$ 45.00 per day			\$ -
Mileage	10 trips @	32 miles @ \$ 0.56 per mile		\$ 179.20	
Letter Size Copies	10 sheets @	28 copies @ \$ 0.10 per sheet	1 submittals	\$ 28.00	
Color Copies	0 sheets @	0 copies @ \$ 1.00 per sheet	0 submittals	\$ -	
Full Size Copies	10 sheets @	7 copies @ \$ 0.80 per sheet	1 submittals	\$ 56.00	
Mylar	0 sheets @	0 copies @ \$ 9.00 per sheet	0 submittals	\$ -	
FedEx / Messenger		0 deliveries @ \$ 20.00 per delivery		\$ -	
Legal Notices & Advertising					
Subtotals				\$ 263.20	\$ -
2 <u>Supplemental Field Survey</u>					
Vehicle Days	1 vehicle @	3 days @ \$ 45.00 per day			\$ 135.00
Mileage	0 trips @	0 miles @ \$ 0.56 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				\$ -	\$ 135.00
3 <u>Pre-Final Plans and Documents</u>					
Vehicle Days	0 vehicle @	0 days @ \$ 45.00 per day			\$ -
Mileage	0 trips @	0 miles @ \$ 0.56 per mile		\$ -	
Letter Size Copies	100 sheets @	12 copies @ \$ 0.10 per sheet	1 submittals	\$ 120.00	
Color Copies	0 sheets @	0 copies @ \$ 1.00 per sheet	0 submittals	\$ -	
Full Size Copies	56 sheets @	12 copies @ \$ 0.80 per sheet	1 submittals	\$ 538.00	
Mylar	0 sheets @	0 copies @ \$ 9.00 per sheet	0 submittals	\$ -	
FedEx / Messenger		8 deliveries @ \$ 20.00 per delivery		\$ 160.00	
Legal Notices & Advertising					
Subtotals				\$ 818.00	\$ -
4 <u>Final Contract Plans and Documents</u>					
Vehicle Days	0 vehicle @	0 days @ \$ 45.00 per day			\$ -
Mileage	0 trips @	0 miles @ \$ 0.56 per mile		\$ -	
Letter Size Copies	200 sheets @	12 copies @ \$ 0.10 per sheet	1 submittals	\$ 240.00	
Color Copies	0 sheets @	0 copies @ \$ 1.00 per sheet	0 submittals	\$ -	
Full Size Copies	56 sheets @	12 copies @ \$ 0.80 per sheet	1 submittals	\$ 538.00	
Mylar	56 sheets @	1 copies @ \$ 9.00 per sheet	1 submittals	\$ 504.00	
FedEx / Messenger		8 deliveries @ \$ 20.00 per delivery		\$ 160.00	
Legal Notices & Advertising					
Subtotals				\$ 1,442.00	\$ -
5 <u>Permitting</u>					
Vehicle Days	0 vehicle @	0 days @ \$ 45.00 per day			\$ -
Mileage	0 trips @	0 miles @ \$ 0.56 per mile		\$ -	
Letter Size Copies	50 sheets @	12 copies @ \$ 0.10 per sheet	2 submittals	\$ 120.00	
Color Copies	10 sheets @	12 copies @ \$ 1.00 per sheet	2 submittals	\$ 240.00	
Full Size Copies	20 sheets @	12 copies @ \$ 0.80 per sheet	2 submittals	\$ 384.00	
Mylar	0 sheets @	0 copies @ \$ 9.00 per sheet	0 submittals	\$ -	
FedEx / Messenger		4 deliveries @ \$ 20.00 per delivery		\$ 80.00	
Legal Notices & Advertising					
Subtotals				\$ 824.00	\$ -

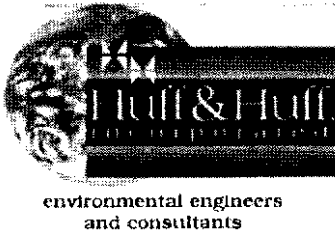
West Branch DuPage River / Fair Oaks Road Trail (FAU 2542)

Section No.: 10-00055-00-BT

Village of Carol Stream

Direct Cost Summary

				<u>Outside</u>	<u>In-House</u>
6	<u>Right-of-Way Services</u>				
	Vehicle Days	0 vehicle @	0 days @ \$ 45.00 per day		\$ -
	Mileage	0 trips @	0 miles @ \$ 0.56 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	\$ -	\$ -
			Totals	\$ 3,347.20	\$ 135.00



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

January 9, 2014

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

**Re: Phase II Services
West Branch DuPage River Trail and Fair Oaks Road Bike Trail
Carol Stream and Unincorporated DuPage County, Illinois
Proposal No. T14-001PIW**

Dear Mr. Block:

Huff & Huff, Inc. is pleased to submit this proposal to perform Phase II services for the referenced project. This proposal presents our project approach, the scope of services, cost, and schedule for completing the project.

1. PROJECT UNDERSTANDING

This scope of services submitted by Huff & Huff Inc. (Consultant) pertains to Phase II services for the proposed extension of the West Branch DuPage River Trail and the addition of Fair Oaks Bike Trail in the Village of Carol Stream and unincorporated DuPage County, Illinois (T40N, R9E, Sections 23, 26, and 35). The proposed bike path will be located on the east side of Fair Oaks Road between Army Trail Road and St. Charles Road as well as along either the north or the south side of St. Charles Road between the West Branch of the DuPage River and Benjamin Middle School. The Village of Carol Stream received federal funding for this project, which will be processed through Illinois Department of Transportation (IDOT) Bureau of Local Roads.

Specific tasks being requested of H&H for the Phase II study include wetland/stormwater permitting and conducting a Preliminary Site Investigation (PSI). Based on the time since completion of the Preliminary Environmental Site Assessment (PESA), a PESA Update is also necessary. The scope of service is described in Section 2.

A PESA was conducted by H&H as documented in their PESA Report dated July 2012 (Previous PESA). The Previous PESA concluded that a recognized environmental conditions (RECs) or potentially impacted properties (PIPs) exists along the corridor that has the potential to affect the reconstruction project with regard to construction worker safety, soil handling and soil disposal. Specifically, based on review of the available information, it appears the only area of potential concern for the project is the Benjamin Middle School site. The PESA Update shall serve to confirm that there are no additional RECs/PIPs identified compared to historic information

utilized during the PESA. As discussed in the Previous PESA, the gasoline station near the northern terminus of the project is located approximately 225 feet from the area of proposed improvements, and not considered to represent a REC/PIP based on distance and planned depth of excavation for improvements.

Soil samples appropriate for the identified contamination risk from the areas of potential concern will be analyzed for petroleum constituents as appropriate based on location. Analytical results will be reviewed and a report will be prepared summarizing and comparing the results to the Illinois Environmental Protection Agency's Tiered Approach to Corrective Action (TACO) standards and assessing areas requiring special handling or disposal.

In addition, the PSI phase will include collection of soil samples for assessment of appropriate disposal practices and consideration as Clean Construction Demolition Debris (CCDD). Collection of soil samples for landfill permitting is not included as part of this scope as analytical results should remain applicable based on the construction schedule.

2. SCOPE OF SERVICES

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

Task 1: Wetland/Stormwater Permitting

The DuPage County Stormwater Management Department has jurisdiction over wetlands, wetland buffers, waterways, waterway buffers, and floodplains within DuPage County. H&H will assist TranSystems (Client) in preparing necessary tabs for the DuPage County permit for the proposed project. A tab submittal will be completed consistent with DuPage County requirements. Consultant will provide Tab 4 (Wetland and Wetland Buffer Submittal), Tab 5 (Riparian Submittal), and Tab 7 (Maintenance). The remaining Tabs in the Stormwater Ordinance permit submittal will be prepared by Client.

As part of the permitting process, DuPage County requires coordination with the Chicago District, U.S. Army Corps of Engineers (COE). In addition, coordination may be required with the following agencies:

- US Fish & Wildlife Service (FWS)
- Illinois Environmental Protection Agency (IEPA)
- Illinois Department of Natural Resources (IDNR)
- Illinois Historic Preservation Agency (IHPA)

It is assumed due to the small amount of impact, that separate Section 401 water quality certification from IEPA, will not be required. Water quality certification is authorized under the COE Regional Permit Program.

As IHPA is part of the permit process, information will be forwarded to them. If the area adjacent to the project site is undeveloped, a Phase I archaeological survey may need to be completed prior to issuance of permits. Phase I surveys are not part of this scope of work.

Endangered species consultation with the FWS will be required. The Section 7 Endangered Species consultation will be completed as documented on the FWS website. This documentation will determine whether threatened or endangered species habitat is present. If habitat is present, the next step is to determine whether the project will have an impact on the habitat. Coordination with the FWS is required if it is anticipated that there will be an effect on threatened or endangered species, or their habitat. Endangered species surveys are not included in this scope of services.

DuPage County requires submittal fees for wetland permitting. Because these fees may vary, we have not included them in this scope of work.

This scope includes the original submittal to the DuPage County DEC and two additional submittals to address any comments.

If wetland impacts exceed one acre, the project no longer meets the requirements of the Regional Permit Program and the DuPage County authority. An Individual Section 404 Permit is required through the Chicago, District COE if impacts exceed the one acre threshold. As this is not anticipated and the scope and costs are extremely variable for an Individual Permit, a cost estimate for this effort is not provided at this time. If required, a more accurate cost estimate can be prepared once project and wetland conditions are more defined.

Task 2 - Preliminary Environmental Site Assessment (PESA) Update

Consultant will prepare a PESA Update for the Deerfield Road project. The process will follow general protocols associated with ASTM E1527-05, which is a standard environmental site assessment methodology and IDOT procedures. These protocols are consistent with the "Preliminary Site Assessment (PESA)" procedures outlined by the IDOT in BDE #66-10A, the "Manual for Conducting Preliminary Environmental Site Assessments for Illinois Department of Transportation Highway Project", and Bureau of Local Roads Special Waste Procedures.

The previous PESA from June 2011 will be used to compare to current database listings (already obtained for the western portion of the project corridor) to confirm if additional RECs/PIPs are identified along the project corridor.

A. Site Evaluation

Current environmental features and conditions of sites adjacent to the ROW will be evaluated. A site walkover of potential right-of-way 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. Boring locations for the PSI will also be marked in the field as part of the site evaluation.

B. Database Search

A records review or database search has already been received in support of the western portion of the corridor and has coverage of this eastern portion of the project corridor. This current database shall be utilized to update potential environmental concerns within the study area. It includes a search of standard state and federal environmental record databases in accordance with the specifications of ASTM standards.

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 Illinois Environmental Protection Agency (IEPA) to obtain additional data pertaining to identified sites. A local source, such as the fire department or building department, will be contacted regarding available records and area history.

The following information will be included in the PSI report:

- a) The project location and description
- b) The environmental records review compared to previous PESA.
- c) An analysis of the site inspection.
- d) A summary of the findings regarding newly identified environmental concerns.

Results of the PESA update will be incorporated into the PSI Report discussed under Task 4.

Task 3 Preliminary Site Investigation (PSI)

H&H utilized the findings of the Previous PESA to preliminarily locate up to 12 soil borings along the project corridor to address the sites with identified potential impacts related to the sites that present RECs to the reconstruction project. The borings are associated with the following site identified in the PESA:

- Benjamin Middle School (LUST site), and

For budgetary purposes, these borings are planned for advancement to 4 feet deep. However, these depths will be adjusted to be consistent with the proposed plan/profile sheets and consistent with anticipated excavation depths to ensure that the PSI addresses the RECs/PIPs to depths consistent with planned excavation.

As of now, Consultant does not anticipate additional borings based on the PESA Update since a cursory review of the current database appears to be consistent with previous findings. If additional borings are determined to be necessary based on the update, Consultant proposes to utilize the proposed number of borings to achieve the same objectives as presented within this proposal.

Boring locations where petroleum products represent the primary concern, samples will be field screened with a photoionization detector (PID). The sample with the highest PID reading in each boring will be analyzed for:

- **Benzene, Toluene, Ethyl benzene, and Xylene (BTEX)** (up to 4 samples) – BTEX are volatile compounds found in gasoline and other petroleum-based products; and
- **Polynuclear Aromatic Compounds (PNAs)** (up to 4 samples) – PNAs are semi-volatile compounds commonly formed during incomplete combustion of organic compounds. PNAs can be formed by the combustion of wood, coal, and petroleum products. They are also found in less refined, nonvolatile petroleum products and can be used to identify potential for diesel or fuel oil contamination in soil.

In addition, up to 12 soil samples will be analyzed for pH to evaluate the acidic or alkaline characteristics of a liquid or solid. High concentrations of either acid or alkaline materials introduced into the environment can impair the effected environment. Soil pH is important in assessing metal concentrations relative to migration to groundwater according to TACO Tier 1 objectives and the CCDD Maximum Allowable Concentrations (MACs).

Soil pH samples are planned from additional (up to 8) borings along the project area. Soil pH sampling requirements vary between CCDD facilities. Coordination with the CCDD facility prior to soil sampling will allow for determination of frequency pH sampling.

As the soils borings are being completed for the municipality, permitting fees are not included in this cost estimate. Additionally, traffic control is not included based on the anticipated traffic volume along the corridor.

Task 4 PSI Report Preparation and CCDD Determination

A report summarizing the results of the soil sample collection activities and analytical results will be prepared. It is the goal of Consultant to combine reporting efforts with the western portion of the project corridor. This proposal also includes time for preparing the PE certification needed for CCDD under the new IEPA regulations, if applicable based upon analytical results. For these tasks, the scope of work includes time necessary to manage the project, including scheduling and coordination with the prime consultant, drillers and environmental laboratories.

3. LEVEL OF EFFORT AND SCHEDULE

The level of effort and project cost is provided in the CECS Form attached to this proposal. Costs will be invoiced as a cost plus fixed fee.

4. CONTRACT CONDITIONS

1. **CONSULTANT'S SERVICES:** The Consultant's (Huff & Huff, Inc.) services shall consist of those tasks described in Section 1.

2. **SCHEDULE:** The Consultant's work under this Agreement shall begin upon receipt of written notice to proceed or a signed copy of this Agreement.
3. **COMPENSATION:** The fee basis for the scope of work, as outlined in Section 3, pertains to the specific scope work outlined in Section 1. This cost estimate is valid for 60 days based upon Consultant's 2014 Fee Schedule.
4. **DIRECTION:** For work performed under this Agreement, Consultant shall take direction from the Client.
5. **CHANGES:** This Agreement may only be changed by written amendment which specifies the terms being revised and which has been signed by both parties hereto.
6. **PROJECT DATA:** The Consultant, in coordination with the Client, shall obtain from the appropriate sources all data and information necessary for the proper and complete execution of the Consultant's services. Consultant shall be entitled to rely on materials and information provided by the Client.
7. **INDEPENDENT CONSULTANT:** The Consultant shall be deemed to be an independent contractor in all its operations and activities hereunder. The employees furnished by Consultant to perform the work shall be deemed to be Consultant employees exclusively, and said employees shall be paid by Consultant for all services in this connection. The Consultant shall be responsible for all obligations and reports covering Social Security, Unemployment Insurance, Worker's Compensation, Income Tax, and other reports and deductions required by an applicable state or Federal law.
8. **RIGHTS OF WORK PRODUCT:** Client shall have unlimited rights in all drawings, designs, specifications, notes, and other work developed in the performance of this contract, including the right to use same on any other work without additional cost to the Client. The Consultant shall not be liable for any use or reuse of the drawings, designs, specifications, notes and other work for use other than intended under the terms of this Agreement.
9. **INDEMNIFICATION:** The Consultant hereby agrees to indemnify and hold harmless the Client and any proper owners whose property it is necessary to access in the performance of this work, against any and all liability, loss, damages, demands, or actions or causes of action, which may result from any damages or injuries sustained by a person or entity in connection with or on account of any negligent act or omission of the Consultant or its employees relating to its obligations pursuant to this Agreement.
10. **TERMINATION:** Client may terminate this Agreement at any time upon ten (10) days written notice for whatsoever reason, provided Client shall pay the Consultant a reasonable fee for work satisfactorily performed prior to the effective date of termination. In no case, however, shall the total amount paid to Consultant exceed the amount set out above.
11. **INSURANCE:** The Consultant shall maintain insurance as set forth in the prime contract, if attached, or as set forth below.

- a. Worker's Compensation and Employer's Liability Insurance: Worker's Compensation in compliance with applicable State and Federal laws.
- b. Comprehensive General Liability Insurance for Bodily Injury and Property Damage to a combined single limit of \$2,000,000 per occurrence/claim or an umbrella of \$3,000,000.
- c. Comprehensive Automobile Liability Insurance, including owned, hired, and non-owned automobiles, for Bodily Injury and Property Damage to a combined single limit of \$1,000,000 per occurrence.
- d. Professional liability insurance \$2,000,000 on a claims made basis.

12. **STANDARD OF CARE:** Services performed by the Consultant under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

13. **RETENTION OF RECORDS:** Consultant shall maintain complete records of all hours billed and direct costs incurred under this Agreement so as to accurately reflect the services performed and basis for compensation and reimbursement under this Agreement.


14. **LEGAL:** This Agreement shall be construed and interpreted solely in accordance with the laws of the State of Illinois.

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 below.

CONSULTANT:
HUFF & HUFF, INC.

CLIENT:
TRANSYSTEMS CORPORATION



Signature

Signature

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

David Block
Typed Name

President
Officer's Title

Title

January 9, 2014
Date

Date



**Payroll Escalation Table
Fixed Raises**

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

DATE 1/9/2014
PTB NO. _____

CONTRACT TERM 6 MONTHS
START DATE 2/1/2014
RAISE DATE 1/1/2015

OVERHEAD RATE 137.58%
COMPLEXITY FACTOR 0
% OF RAISE 3.00%

ESCALATION PER YEAR

2/1/2014 - 7/31/2014

6
6
= 100.00%
= 1.0000

The total escalation for this project would be:

0.00%



**Illinois Department
of Transportation**

Payroll Rates

FIRM NAME Huff & Huff, Inc. **DATE** 1/9/2014
PRIME/SUPPLEMENT TranSystems, Inc.
PTB NO.

ESCALATION FACTOR 0.00%

CLASSIFICATION	CURRENT RATE	ESCALATED RATE
----------------	--------------	----------------

Principal	\$67.70	\$67.70
Senior Project Manager	\$57.80	\$57.80
Senior Transp. Planner	\$39.78	\$39.78
Senior Engineer III	\$0.00	\$0.00
Senior Engineer II	\$37.28	\$37.28
Senior Engineer I	\$37.16	\$37.16
Senior Scientist IV	\$48.24	\$48.24
Senior Scientist III	\$37.17	\$37.17
Senior Scientist II	\$29.78	\$29.78
Senior Scientist I	\$0.00	\$0.00
Senior Geologist I	\$35.44	\$35.44
Transportation Planner	\$0.00	\$0.00
Project Engineer II	\$34.92	\$34.92
Project Engineer I	\$27.76	\$27.76
Project Scientist I	\$21.12	\$21.12
Project Geologist I	\$20.12	\$20.12
Project Associate	\$24.00	\$24.00
Senior CADD I	\$38.60	\$38.60
CADD II	\$28.24	\$28.24
CADD I	\$17.52	\$17.52
Admin. Manager I	\$33.88	\$33.88
Administrative IV	\$23.20	\$23.20
Administrative III	\$0.00	\$0.00
Administrative II	\$20.60	\$20.60
Administrative I	\$0.00	\$0.00
Interns	\$0.00	\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00



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

Firm Huff & Huff, Inc.
 Route Fair Oaks Road Bike Path Phase II
 Section _____
 County DuPage
 Job No. _____
 PTB & Item _____

Date 1/9/2014
 Overhead Rate 137.58%
 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
Stormwater/Wetland Permitting	74	2,217.04	3,050.20	35.65	776.70	80.00	0.00	6,159.59	41.69%
PESA Update	9	313.76	431.67	29.40	113.45	150.00	0.00	1,038.28	7.03%
PSI	14	489.92	674.03	23.40	173.89	720.00	2,000.00	4,081.24	27.62%
Report	33	1,164.78	1,602.50	20.10	408.26	20.00	0.00	3,215.64	21.76%
QA/QC	2	103.14	141.90	0.00	35.89	0.00	0.00	280.93	1.90%
TOTALS	132	4,288.64	5,900.31	108.55	1,508.19	970.00	2,000.00	14,775.69	100.00%

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



Average Hourly Project Rates

Route Fair Oaks Road Bike Path Phase II

Section _____

County DuPage

Consultant Huff & Huff, Inc.

Date 1/9/2014

Job No. _____

Sheet 1 OF 1

PTB/Item _____

Payroll Classification	Total Project Rates			Stormwater/Wetland Permitting			PESA Update			PSI			Report			QA/QC		
	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	2	1.52%	1.03										1	3.03%	2.05	1	50.00%	33.85
Senior Scientist III	4	3.03%	1.13	4	5.41%	2.01												
Senior Scientist II	66	50.00%	14.89	66	89.19%	26.56												
Senior Geologist I	6	4.55%	1.61				1	11.11%	3.94	2	14.29%	5.06	2	6.06%	2.15	1	50.00%	17.72
Project Engineer II	45	34.09%	11.90				7	77.78%	27.16	12	85.71%	29.93	26	78.79%	27.51			
Senior CADD I	1	0.76%	0.29										1	3.03%	1.17			
CADD II	4	3.03%	0.86	2	2.70%	0.76							2	6.06%	1.71			
Admin. Manager I	1	0.76%	0.26				1	11.11%	3.76									
Administrative IV	3	2.27%	0.53	2	2.70%	0.63							1	3.03%	0.70			
	0																	
	0																	
	0																	
	0																	
TOTALS	132	100%	\$32.49	74	100%	\$29.96	9	100%	\$34.86	14	100%	\$34.99	33	100%	\$35.30	2	100%	\$51.57

SUMMARY OF INHOUSE DIRECT COSTS
 Project: TranSystems - Fair Oaks Bike Path Phase II

DIRECT

Task 1 - Stormwater/Wetland Permitting

Trips - Company	50 miles	x	1	x	\$	0.56	=	\$	28.00
Reproduction	3 sets	x	30	x	\$	0.03	=	\$	2.70
Color copies	3 sets	x	15	x	\$	0.11	=	\$	4.95
Task Total									\$ 35.65

Task 2 - PESA

Trips - Company	40 miles	x	1	x	\$	0.56	=	\$	22.40
Tolls			1	x	\$	1.00	=	\$	1.00
Reproduction	1 sets	x	200	x	\$	0.03	=	\$	6.00
Task Total									\$ 29.40

Task 3 - PSI

Trips - Company	40 miles	x	1	x	\$	0.56	=	\$	22.40
Tolls			1	x	\$	1.00	=	\$	1.00
Task Total									\$ 23.40

Task 4 - Report

Reproduction	3 sets	x	150	x	\$	0.03	=	\$	13.50
Color copies	3 sets	x	20	x	\$	0.11	=	\$	6.60
Task Total									\$ 20.10

Task 5 - QA/QC

Task Total									\$ -
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GRAND TOTAL \$ 108.55

SUMMARY OF OUTSIDE DIRECT COSTS
 Project: TranSystems - Fair Oaks Bike Path Phase II

		<u>OUTSIDE</u>
Task 1 - Stormwater/Wetland Permitting		
Federal Express	4 x \$ 20.00 =	\$ 80.00
	Task Total	\$ 80.00
Task 2 - PESA		
Records Search	1 x \$ 150.00 =	\$ 150.00
	Task Total	\$ 150.00
Task 3 - PSI		
BTEX	4 x \$ 45.00 =	\$ 180.00
PNA	4 x \$ 105.00 =	\$ 420.00
pH	12 x \$ 10.00 =	\$ 120.00
	Task Total	\$ 720.00
Task 4 - Report		
Federal Express	1 x \$ 20.00 =	\$ 20.00
	Task Total	\$ 20.00
Task 5 - QA/QC		
	Task Total	\$ -
<hr/>		
GRAND TOTAL		\$ 970.00

SUMMARY OF SERVICES BY OTHERS
 Project: TranSystems - Fair Oaks Bike Path Phase II

	<u>OUTSIDE</u>	
Task 1 - Stormwater/Wetland Permitting	Task Total	\$ -
Task 2 - PESA	Task Total	\$ -
Task 3 - PSI		
Driller	1 x \$ 2,000.00 =	\$ 2,000.00
	Task Total	\$ 2,000.00
Task 4 - Report	Task Total	\$ -
Task 5 - QA/QC	Task Total	\$ -
GRAND TOTAL		\$ 2,000.00

P:\Proposal-2014\TranSystems\Fair Oaks Road\TS Fair Oaks Road Bike Path DC.xls]Services By Others

PROPOSAL FOR LAND ACQUISITION SERVICES

Village of Carol Stream
Transit System

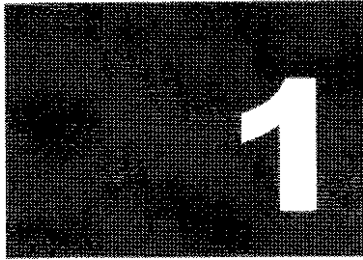


DuPage River
Bike Trail

Santacruz Land Acquisitions

2650 Valor Drive - Glenview, IL 60026
www.santacruz-associates.com

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



EXECUTIVE SUMMARY

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

- Deliver the right of way on-time to meet the letting
- Manage the acquisition risks, including the cost of condemnation litigation
- Compliance with the Uniform Relocation Assistance and Real Property Act of 1970, as amended (Uniform Act), IDOT land acquisition policies and procedures and FWHA policies.

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

Delivery of right of way on-time keeps the project on its letting schedule. We understand that nothing is more important to the LPA. We also know that keeping the land acquisition on-time and within budget is a measurement of success for the LPA. When a project does not meet its letting schedule, we know it can impact the budget for the LPA, causing scheduling conflicts with potential contractors and also affect other economic factors which govern the delivery of the overall roadway improvement program for the LPA.

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

Santacruz Land Acquisitions will work with the staff for the LPA and/or TranSystems, Engineer for the LPA, (“Consultant”) to develop a land acquisition plan for the DuPage River Bike Trail (the “Project”) to assure that the goals are met. Beginning with waiver valuations on the appraisal side, we look for ways to reduce the time on the acquisition cycle. With years of right of way acquisition work, we have a large database of real estate representatives for corporate acquisitions to cut down the time spent in the initial steps of locating the real estate representative for each property.

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

CRITICAL ISSUE 2: MANAGE THE ACQUISITION RISKS

Equally important as the scheduled letting is the acquisition budget for the Project. Cost overruns can jeopardize a project from moving forward. Because real estate costs can represent a significant portion of the budget for a transportation project, our team will suggest ways to minimize impacts and reduce costs in challenging acquisitions. We will also work with the LPA to minimize the condemnation referrals that impact the budget for this Project. By the same token, our team will quickly identify parcels in the very beginning of the process that have title issues that can only be resolved through condemnation.

Through experience, we know that a portion of the parcels will need to be acquired through condemnation. As such, your land acquisition consultant needs to have knowledge of the legal requirements necessary to position an agency for condemnation. Our team possesses that knowledge and has years of experience providing "expert witness" testimony in these matters.

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

CRITICAL ISSUE 3: COMPLIANCE WITH GOVERNMENT REGULATIONS

All land acquisition services must be performed in accordance with the Uniform Relocation Assistance and Real Property Act of 1970, as amended (Uniform Act). In addition, we are familiar with IDOT's land acquisition guidelines, policies and procedures.

WHY SANTACRUZ LAND ACQUISITIONS?

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

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

Our solution is to apply our team's extensive collective decades of experience complying with federal and state laws and maximizing the team's knowledge of the land acquisition policies of IDOT.

ADDITIONAL COMPONENT OF OUR PROPOSAL: BEP UTILIZATION

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

TEAM ORGANIZATION

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

SUMMARY

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

COMPENSATION

Santacruz Land Acquisitions shall be entitled to the compensation as shown on the attached schedule. Our cost proposal, based on three (3) projected parcels of right-of-way, is as follows:

<u>APPRAISALS:</u>	\$7,500.00.
<u>REVIEW APPRAISALS:</u>	\$3,000.00.
<u>NEGOTIATIONS:</u>	\$7,500.00.

As directed, Santacruz Land Acquisitions shall invoice the LPA or Consultant for any fees and charges related to the acquisitions including, without limitation, (i) the cost of the later date title commitments, (ii) the cost of title insurance policies obtained on the parcels to be acquired, (iii) the cost of recording any necessary documents to complete the conveyance and obtain clear title, (iv) lender's fees related to the processing of any partial releases needed to provide clear title, and (v) land trustee processing fees. Santacruz Land Acquisitions shall include \$500.00 per parcel for these charges. Santacruz Land Acquisitions shall pay any such fees and charges in excess of the \$500.00 per parcel allowance for which Santacruz Land Acquisitions shall be entitled to additional compensation in the amount of any such payments pursuant to a separate work order issued.

Based on the projected total number of parcels of right-of-way to be acquired for the Project, the land acquisition negotiation services provided herein are offered a cost not to exceed of \$19,500.00 as follows:

Land Acquisition Services	\$18,000.00
Direct Billable Expenses	\$1,500.00

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TECHNICAL APPROACH

Santacruz Land Acquisitions shall perform all necessary services in the preparation of appraisals and review appraisals and the negotiation of the acquisition of necessary properties required for the completion of the Project. All services shall be performed at the direction of the LPA and Consultant in accordance with the policies and procedures of IDOT, as applicable, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("Uniform Act"), as amended (49 CFR Part 24), the Illinois Eminent Domain Act (735 ILCS 30) ("Eminent Domain Act") and the Illinois Code of Civil Procedure ("Code of Civil Procedure").

Santacruz Land Acquisitions will review the highway construction plans with the LPA and/or the Consultant to understand the nature and purpose of the project.

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

LAND ACQUISITION CRITICAL PATH STEPS – "OUR ROAD MAP"

Task 1: Notice to Proceed

Our services start within one week (or sooner, if requested) of an authorization to proceed from the LPA.

Task 2: Kick-off Meeting

Santacruz Land Acquisitions will meet with the LPA and/or Consultant to discuss the Project, identify issues and develop any necessary strategies to assure the timely completion of the Project. At that time, we will identify the subconsultants that shall be assigned to the Project to perform the appraisal and review appraisal functions.

Task 3: Delivery and Review of Project Information

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

Task 4: Introductory Notice to Owners

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

Task 5: Appraisal / Waiver Valuation

All appraisal work shall be completed within the time frame provided by the LPA at the time the project is assigned.

The Appraiser will review the plat of highways and the construction plans to determine the type of appraisal to be used for each parcel. The Appraiser will recommend the type of appraisal, which type shall be approved by IDOT. The types of appraisals to be used are the following:

- Waiver Valuation
- Non-complex – damages less than \$5,000
- Complex

The Appraiser shall make a detailed inspection of the properties and make such investigations and studies as are consistent with industry standard and necessary to derive sound conclusions for the preparation of appraisal reports.

All appraisals shall be prepared using the forms as provided or outlined by IDOT's land acquisition division. Santacruz Land Acquisitions shall furnish

and deliver four copies of the completed appraisal report for each parcel.

The Appraiser shall assist in analyzing and responding to valuation information provided by a property owner in support of a counter offer. At the request of the LPA or Consultant, Santacruz Land Acquisitions will furnish and deliver updated or revised appraisals resulting from a revision to the right of way or for condemnation purposes. Such requests will be pursuant to a separate work order.

We understand that appearances in court and/or pretrial conferences, which may include depositions, and preparation for litigation or pre-trial conferences may be required by the LPA so that it may complete the acquisition of the property through condemnation. In such case, at the request of the LPA or its trial counsel, the Appraiser assigned to appraise the parcel shall make any such appearances or complete such preparation work in order to assist with this process. Such requests will be pursuant to a separate work order.

Task 6: Review Appraisal

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

The Review Appraiser will complete the Right of Way Appraisal Review Certification (using the form designated by IDOT) and a copy will be attached to each appraisal delivered by Santacruz Land Acquisitions.

At the request of the LPA or Consultant, Santacruz Land Acquisitions will furnish and deliver updated or revised appraisals resulting from a revision to the right of way or for condemnation purposes. Such requests will be pursuant to a separate work order.

Task 7: Negotiation and Acquisition

All negotiations and acquisition services shall be provided by Santacruz Land Acquisitions after approval by the LPA of the amount of just compensation to be offered to the property owner.

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

Prior to the start of negotiations, the Negotiator will review the plats of highway and appraisals for each parcel before the start of negotiations with a property owner to understand the valuation and impact to the property. Santacruz Land Acquisitions will also inspect the title commitment provided for each parcel to determine the liens and encumbrances that will need to be addressed in order to complete the acquisition process for the Authority. Santacruz Land Acquisitions will direct any questions to the LPA or Consultant resulting from its review of the plans, plats, appraisals and title commitments so that Santacruz Land Acquisitions is prepared for any issues raised by the property owner during negotiations.

Before contacting the owner of a parcel, Santacruz Land Acquisitions will prepare and send the introductory letter to the property owner on the LPA's letterhead. This letter will provide a general statement of the Project, identify the property and the legal property owner, and briefly state the right of requirements necessary from the parcel. This letter shall also contain contact information for Santacruz Land Acquisitions and a representative of the LPA.

Santacruz Land Acquisitions will prepare an offer package for presentation to the owner at the first meeting. The offer package shall contain the Basis for Computing Total Approved Compensation and Offer to Purchase (in the

format approved by IDOT), a copy of the plat of highway with the acquisition areas highlighted and a copy of the legal descriptions of the parcels to be acquired. If, after repeated efforts to contact the property owner to schedule a meeting to present the offer, Santacruz Land Acquisitions is unable to make contact with the property owner, or if the property owner is located out of town, or at the request of the property owner to have the offer package mailed, Santacruz Land Acquisitions will send the offer package by certified mail so that a receipt of delivery can be established.

Santacruz Land Acquisitions will personally contact the property owner a minimum of three times before making a determination that the acquisition of the parcel cannot be successfully negotiated. In most cases, Santacruz Land Acquisitions will exceed the minimum number of contacts in an attempt to make all reasonable efforts to reach a settlement before recommending that the LPA commence condemnation proceedings. All contacts and efforts to make contact with the property owner shall be documented in the negotiator's report maintained by Santacruz Land Acquisitions for each parcel.

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

Upon successful negotiations with the property owner, Santacruz Land Acquisitions will prepare all necessary conveyance documents in the forms provided by and approved by IDOT in order to complete the acquisition and obtain title approval for the property. Santacruz Land Acquisitions will submit the completed parcel file with original

conveyance documents, any documents necessary for title clearance, the Negotiator's Log documenting all negotiation activities, copies of all correspondence with the property owner, title commitments, plats, and all other documentation as required by the LPA.

In the event that Santacruz Land Acquisitions, after having made every reasonable effort to contact and negotiate with the owner of a parcel, is unable to obtain a settlement on the approved appraisal amount, Santacruz Land Acquisitions shall prepare and submit to the LPA a completed parcel file with its recommendation to acquire the parcel by means of condemnation. In addition, the file will include the Negotiator's Log, copies of all correspondence with the property owner, title commitments, plats, and all other documentation as required by the LPA.

We understand that appearances in court and/or pretrial conferences, which may include depositions, and preparation for litigation or pre-trial conferences may be required by the LPA so that it may complete the acquisition of the property through condemnation. In such case, at the request of the LPA or its trial counsel, the Review Appraiser assigned to appraise the parcel shall make any such appearances or complete such preparation work in order to assist with this process. Such requests will be pursuant to a separate work order.

PERSONNEL

The experience and talent of the right of way professionals that make up the team for Santacruz Land Acquisitions will, to a large extent, be the basis for the success of keeping this Project on-time and within budget. J. Steve Santacruz brings nearly twenty years of right of way acquisition experience to lead this team as its project manager. Steve has worked on thousands of acquisition parcels for ISTHA, IDOT, Cook, Kane, Lake, and Will Counties. He has also worked for numerous township and municipalities. Steve has a reputation in the right of community of being able to handle the most complex of land acquisition transactions.

The internal support team members for Santacruz Land Acquisitions include Robin Weber, a real estate paralegal with over twenty years experience in closing residential and commercial real estate transactions, and Jonathan Abplanalp, a District 1 fee negotiator.

Each of our team members, including subconsultants, has relevant experience working collaboratively with professionals of other disciplines and other agencies. They understand the importance of effective coordination throughout the land acquisition process.

PRIOR EXPERIENCE

Santacruz Land Acquisitions was founded in 1992 as Santacruz Associates Ltd. and has grown to be one of the most dependable right of way negotiation firms in IDOT's District 1. Since it opened, Santacruz Land Acquisitions has been providing comprehensive right of way solutions, including negotiation activities and the coordination of the valuations of parcels for various public agencies. Having developed its own proprietary database overlay, we have developed great efficiencies that allow us to handle hundreds of parcels at one time keeping deadlines organized for each of our different clients.

Our team brings an array of services and broad disciplines in real estate which give us a distinct advantage in handling even the most complex of your land acquisition projects. In addition, our team of subconsultants are not new to each other as we have collaborated together on various other projects.

Our team has delivered real estate solutions for its public agencies balancing risk management and letting dates on some of the largest and most intricate projects in the State.

3

EXHIBITS

- a. Pricing Schedule

Compensation for Services

Appraisal Services

Appraisals	\$2,500.00
Revision to appraisal due to change in ROW or plans	\$1,000.00 - \$1,800.00

Review Appraisal Services

Review Appraisals	\$1,000.00
Revision to review appraisal due to change in ROW or plans	\$600.00 - \$800.00

Negotiation Services

Negotiation and acquisition services for Right of Way including, without limitation, documentation of conveyance of property interest	\$2,500.00
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Witness Services

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

Title Services (if applicable)

Later date commitment	\$50.00
+ Administrative fee	\$25.00
Title insurance policies	\$75.00
+ Additional costs of	\$3.50 per thousand
+ Administrative fee	\$25.00
Recording of Documents – In addition to actual recording costs	
+ Administrative fee	\$25.00
Copies of recorded documents – In addition to actual copying costs	
+ Research fee	\$50.00
+ Administrative fee	\$25.00



JORGENSEN & ASSOCIATES, INC.
CONSTRUCTION and LAND SURVEYORS
Est. 1990

January 8, 2014

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

Re: Village of Carol Stream – West Branch DuPage River Trail Phase 2 Land Acquisition
Survey Proposal

Dear Mr. Block:

Enclosed, please find our proposal for the Phase 2 portion of the project to prepare a statutory plat of highways with legal descriptions for the referenced project.

I would like to thank you for considering Jorgensen & Associates for this project. We look forward to continuing our working relationship with your firm. Should you have any questions, comments or require any further information concerning our proposal, please feel free to call me at (847)356-3371.

Respectfully submitted,
Jorgensen & Associates, Inc.

Christian H. Jorgensen, P.L.S.
President

CHJ/pt

Enclosures

E:\TranSystems\Carol Stream\WestBranchDuPageRiverTrail\Phase 2\LTR

Route: West Branch DuPage River Bike Trail
Section: 10-00055-00-BR
County: DuPage
Job No.: R-91-015-10

Exhibit "A"

Hourly Rate Range - Consultant's Regular Staff

<u>Classification</u>	<u>From</u>	<u>To</u>
Principal, Manager, P.L.S.	41.00	43.00
Supervisor, Project Surveyor	40.00	42.00
Cadd Supervisor, Survey Party Chief, S.I.T., Survey Party Chief	22.00	29.50
Instrument Operator, Cadd Operator, assignable Clerical and Secretarial Labor	14.00	20.00

Route: West Branch DuPage River Bike Trail
Section: 10-00055-00-BT
County: DuPage
Job No.: R-91-015-10

Exhibit "B"

Payroll Burden & Fringe Costs

	<u>% of Direct Productive Payroll</u>
Federal Insurance Contributions Act _____	11.84%
State Unemployment Compensation _____	3.59%
Federal Unemployment Compensation _____	0.12%
Workmen's Compensation Insurance _____	0.94%
Paid Holidays, Vacation, Sick Leave, Personal Leave _____	8.78%
Bonus _____	4.59%
Pension _____	0.83%
Group Insurance _____	<u>36.56%</u>
Total Payroll Burden & Fringe Costs	67.25%

Route: West Branch DuPage River Bike Trail
 Section: 10-00055-00-BT
 County: DuPage
 Job No.: R-91-015-10

Exhibit "C"

Overhead and Indirect Costs

	<u>% of Direct Productive Payroll</u>
Business Insurance _____	3.23%
Depreciation _____	10.17%
Indirect wages and salaries _____	46.70%
Reproductive and printing costs _____	0.05%
Office Supplies _____	3.04%
Computer Costs _____	0.66%
Professional Fees _____	1.60%
Telephone _____	2.11%
Fees, license & dues _____	1.09%
Repairs and maintenance _____	0.52%
Business space rent _____	5.18%
Facilities - capital _____	0.44%
Travel - Meals _____	0.03%
Survey Supplies _____	2.09%
Automobile/travel expense _____	4.79%
Equipment Rental _____	0.97%
Miscellaneous Expense _____	0.81%
State Income Tax _____	0.62%
Postage _____	0.26%
Educational & Professional Registrations _____	<u>0.10%</u>
Total Overhead	84.46%

Route: West Branch DuPage River Bike Trail
Section: 10-00055-00-BT
County: DuPage
Job No.: R-91-015-10

Exhibit "D"

Classification Types & Rates

Sheet 1 of 2

- A. Principal/Officer
- B. Supervisor, P.L.S.
- C. Survey Party Chief, S.I.T.
- D. Instrument Operator
- E. Cadd Supervisor
- F. Secretarial

Classification Rates used for Calculation of Fee

A. Principal/Officer	\$ 43.00
B. Supervisor, P.L.S.	\$ 41.00
C. Survey Party Chief, S.I.T.	\$ 23.50
D. Instrument Operator	\$ 19.00
E. Cadd Supervisor	\$ 28.50
F. Secretarial	\$ 18.50

Route: West Branch DuPage River Bike Trail
Section: 10-00055-00-BT
County: DuPage
Job No.: R-91-015-10

Exhibit "D"

Average Hourly Rate Calculation

Sheet 2 of 2

Principal/Officer	2 hours @ \$43.00/hour	=	\$ 86.00
Supervisor, P.L.S.	27 hours @ \$41.00/hour	=	\$ 1,107.00
Survey Party Chief, S.I.T.	34 hours @ \$23.50/hour	=	\$ 799.00
Instrument Operator	34 hours @ \$19.00/hour	=	\$ 646.00
Cadd Supervisor	42 hours @ \$28.50/hour	=	\$ 1,197.00
Secretarial	<u>3 hours @ \$18.50/hour</u>	=	<u>\$ 55.50</u>
	142 hours		\$ 3,890.50

Average Hourly Rate = $\frac{\$ 3,890.50}{142} = \$27.40/\text{hour}$

Route: West Branch DuPage River Trail
 Section: 10-00055-00-BT
 Project:
 County: DuPage
 Job No.: R-91-015-10

COST ESTIMATE OF CONSULTANT'S SERVICES

Consultant: Jorgensen & Associates, Inc.
 Date: January 8, 2014
 No. of Parcels: 3

Cost Plus Fixed Fee = 14.5% [(2.3 + R)DL + IHDC]

Item	Number of Man Hours (A)	Payroll (B)	Overhead & Fringe Benefits (C)	In-house Direct Costs (D)	Sub-Total (E)	Profit (F)	Services By Others	Total	Percent of Grand Total
1) Pre-Survey Phase	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$960.00	\$960.00	7.74%
2) Survey Reconnaissance	2	\$42.50	\$64.48	\$0.00	\$106.98	\$14.17	N/A	\$121.15	0.98%
3) Project Survey Plan	2	\$57.00	\$86.47	\$0.00	\$143.47	\$19.01	N/A	\$162.48	1.31%
4) First Submittal Plat of Highways and Descriptions	32	\$962.00	\$1,459.45	\$25.00	\$2,446.45	\$324.45	N/A	\$2,770.90	22.33%
5) Survey (Field)	66	\$1,402.50	\$2,127.73	\$220.00	\$3,750.23	\$499.63	N/A	\$4,249.87	34.26%
6) Survey (Office)	5	\$192.50	\$292.04	\$0.00	\$484.54	\$64.20	N/A	\$548.74	4.42%
7) Final Submittal Plat of Highways and Descriptions	12	\$324.50	\$492.30	\$33.00	\$849.80	\$113.01	N/A	\$962.80	7.76%
8) Coordination Meetings	2	\$86.00	\$130.47	\$33.00	\$249.47	\$33.47	N/A	\$282.94	2.28%
9) QC/QA	21	\$823.50	\$1,249.33	\$0.00	\$2,072.83	\$274.64	N/A	\$2,347.47	18.92%
TOTALS	142	\$3,890.50	\$5,902.28	\$311.00	\$10,103.78	\$1,342.58	\$960.00	\$12,406.35	100.00%

Route : West Branch DuPage River Bike Trail
 Section: 10-00055-00-BT
 County: DuPage
 Job No. R-91-015-10

**Manhour Breakdown
 Land Acquisition Estimate**

Length of Project

West Branch DuPage River Bike Trail + 10,560' = 2.000 miles

Total Length ± 10,560' = 2.000 miles

3 Parcels: 1 Fee Simple & Temporary Easement, 1 Permanent Easement & Temporary Easement and 1 Temporary Easement Only

1. Pre-Survey Phase

Research available records

- a. Title Co.)
- b. Recorder's Office)
- c. I.D.O.T.)
- d. Utilities)
- e. Private Surveyors)
- f. Land Owners)

Sub-total Item # 1 0 MH

2. Reconnaissance Survey 2 Men 2 MH

3. Project Survey Plan ± 2,640'/sheet - 2 sheets

- a. Alignment info)
- b. Existing R.O.W. info)
- c. Land line data)
- d. Subdivision data) 1.0 hr./sht. x 2 = 2 MH

Sub-total Item #3 2 MH

4. First Submittal Plat of Highways & Descriptions

a.	Ownership info)	
)	
b.	Total holding boundaries)	
)	
c.	Total holding area listing)	
)	
d.	Private survey info)	
)	
e.	Deed calculated closures)	
)	
f.	Layout and drafting	± 3 sheets	
	20 hours x 1 man =		20 MH
	Alignment & Tie sheets	4 hrs./sheet x 2 =	8 MH
g.	Legal descriptions	5 descriptions	<u>4 MH</u>
		Sub-total Item #4	32 MH

5. Survey (Field)

a.	Center line alignments & ties		
	West Branch DuPage River Bike Trail -10,560' - 22 hrs. x 2 men =		44 MH
b.	Measure existing R.O.W., property & section lines		
c.	Appraisal topography		
d.	Monument & tie proposed right of way		
	11 hours x 2 men =		<u>22 MH</u>
		Sub-total Item #5	66 MH

6.	Survey (Office)	
a.	Compute traverse 1 hour x 1 man =	1 MH
b.	Compute existing R.O.W., property & section lines	
c.	Compile appraisal topography	
d.	Compute center line alignment 2 hours x 1 man =	2 MH
e.	Compute proposed right of way 2 hours x 1 man =	<u>2 MH</u>
	Sub-total Item #6	5 MH
7.	Final Submittal Plat of Highways & Descriptions	
a.	Final drafting 8 hours x 1 man =	8 MH
b.	Prepare & record "Monument Record"	
c.	Final descriptions 5 descriptions	1 MH
d.	Assembly of final papers	<u>3 MH</u>
	Sub-total Item #7	12 MH
8.	Coordination Meetings	
	1 meeting @ 2 hrs. =	2 MH

9.	QC/QA	
a.	Check preliminary plats 5 sheets	14 MH
b.	Check preliminary legal descriptions 5 legal descriptions	2 MH
c.	Check final plats 5 sheets	4 MH
d.	Check final legal descriptions 5 legal descriptions	<u>1 MH</u>
	Total All Items	142 MH

Route: West Branch DuPage River Bike Trail
 Section: 10-00055-00-BT
 County: DuPage
 Job No.: R-91-015-10

Manhour Breakdown By Item

<u>Item</u>	<u>Classification</u>	<u>Manhours</u>
1) Pre-Survey		
2) Survey	Survey Party Chief, S.I.T.	1
Reconnaissance	Instrument Operator	1
3) Project Survey	Cadd Supervisor	2
Plan		
4) First Submittal	Supervisor, P.L.S.	4
Plat of Highways	Cadd Supervisor	28
5) Survey (Field)	Survey Party Chief, S.I.T.	33
	Instrument Operator	33
6) Survey (Office)	Supervisor, P.L.S.	4
	Cadd Supervisor	1
7) Final Submittal	Supervisor, P.L.S.	1
Plat of Highways	Cadd Supervisor	8
	Secretarial	3
8) Coordination	Principal/Officer	2
Meetings		
9) QC/QA	Supervisor, P.L.S.	18
	Cadd Supervisor	3

Route: West Branch DuPage River Bike Trail
Section: 10-00055-00-BT
County: DuPage
Job No.: R-91-015-10

**Breakdown of
In House Direct Costs**

Item

4. First Submittal Plat of Highways & Descriptions

a. Plat of Highways Mylars
5 sheets @ \$5.00/sheet = \$ 25.00

5. Survey (Field)

a. Trips to project site - 4 ea.
± 100 miles/trip x 4 trips = ± 400 miles
± 400 miles @ \$0.55/mile = \$ 220.00

7. Final Submittal Plat of Highways & Descriptions

a. Deliver Final Papers to District One office
± 60 miles/trip x 1 trip = ± 60 miles
± 60 miles @ \$0.55/mile = \$ 33.00

8. Coordination Meetings

a. Meetings at TranSystems' office - 1 ea.
± 60 miles/trip x 1 trip = ± 60 miles
± 60 miles @ \$0.55/mile = \$ 33.00

Total All Items \$ 311.00

Route: West Branch DuPage River Bike Trail
Section: 10-00055-00-BT
County: DuPage
Job No.: R-91-015-10

**Breakdown of
Services By Others**

Item

1. Pre-Survey Phase

a. Commitments for Title Insurance 3 Commitments @ \$320.00 each =	\$ 960.00
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Village of Carol Stream
Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

FROM: Robert J. Glees, Community Development Director *RJG*

DATE: January 10, 2014

RE: **Agenda Item for the January 21, 2014, Village Board Meeting
Annexation of Parcel 4 at Community Park**

In 1981, Community Park was created, with Community Development Block Grant funding, as a cooperative, intergovernmental project. The Village of Carol Stream has title to the land, which covers approximately 68 acres. Although the park originally consisted of 12 separate parcels, these were consolidated to four parcels shortly after creation of the park. However, only Parcels 1, 2 and 3 are currently located within the Carol Stream corporate limits, while Parcel 4 remains unincorporated.

Until recently, the park was jointly operated by the Carol Stream, Glen Ellyn and Wheaton park districts under a lease agreement with the Village of Carol Stream; however, the Glen Ellyn and Wheaton park districts have recently withdrawn from the agreement, and the Village of Carol Stream and the Carol Stream Park District have been working towards a transfer of title from the Village to the Park District. Before that transfer of title takes place, it is appropriate to annex the remaining, Village-owned Parcel 4.

Attached for Village Board approval is an annexation ordinance with plat of annexation for Parcel 4 of Community Park, common address 725 Thornhill Drive, Carol Stream, IL 60188. Also attached is an affidavit of notice requirements, which must be executed by the Village Clerk.

As per state law, the property will be automatically zoned R-1 upon annexation, which is the Village's least dense zoning district. The remainder of Community Park is currently zoned R-2; however, staff sees no need to rezone Parcel 4 to R-2 upon annexation, as R-1 is an appropriate zoning for the Community Park use.

The Village Attorney has reviewed these documents and found them acceptable.

RJG:bg

f:\annexation\community park\vb cover memo.docx

ORDINANCE NO. _____

**AN ORDINANCE ANNEXING CERTAIN TERRITORY
INTO THE VILLAGE OF CAROL STREAM
(Parcel 4 in Community Park at 725 Thornhill Drive)**

WHEREAS, the Village of Carol Stream is the legal owner of the real property (the "territory") legally described in Section 2 of this Ordinance and commonly known as Parcel 4 in Community Park, Carol Stream, Illinois; and

WHEREAS, such territory is uninhabited and is not within the corporate limits of any municipality, but is contiguous to the Village of Carol Stream, DuPage County, Illinois, a municipality existing under the laws of the State of Illinois; and,

WHEREAS, the Village of Carol Stream does not provide fire protection service, and the territory herein described is not located in a public library district; and,

WHEREAS, the territory to be annexed contains no highways under the jurisdiction of any township; and

WHEREAS, the Village of Carol Stream has authority to annex the territory pursuant to the provisions of 65 ILCS 5/7-1-9; and,

WHEREAS, the Mayor and Board of Trustees find that annexing the territory into the corporate limits of the Village of Carol Stream is in the best interests of the Village.

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

SECTION 1:

The recitals set forth above are hereby incorporated by reference as the findings of the Mayor and Board of Trustees of the Village of Carol Stream.

SECTION 2:

The territory legally described below is hereby annexed to the Village of Carol Stream, DuPage County, Illinois, all in conformance with and as shown on a plat and map of annexation of said territory prepared and sealed by a registered land surveyor of the State of Illinois, attached hereto and made a part hereof as EXHIBIT A:

THAT PART OF LOTS 16 AND 17 IN THE MILTON TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NO. 6 OF PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER AND PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 28, 1944, AS DOCUMENT 465465, DESCRIBED BY BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 17 AND RUNNING THENCE NORTH 00 DEGREES

01 MINUTE 02 SECONDS EAST ON THE WEST LINE OF SAID LOTS 17 AND 16, 947.18 FEET (RECORD 947.32 FEET) TO THE NORTHWEST CORNER OF SAID LOT 16; THENCE SOUTH 89 DEGREES 43 MINUTES 21 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 16, 725.69 FEET (RECORD 725.78) TO THE SOUTHWEST CORNER OF LOT 8 OF SAID ASSESSMENT PLAT; THENCE SOUTH 03 DEGREES 42 MINUTES 47 SECONDS WEST, 927.97 FEET TO THE NORTHEAST CORNER OF SCHREIBER'S ASSESSMENT PLAT (RECORDED AS DOCUMENT R66-24857), SAID POINT BEING ON THE SOUTH LINE OF SAID LOT 17; THENCE SOUTH 88 DEGREES 28 MINUTES 52 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 17, 666.8 FEET TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

Common address: 725 Thornhill Drive, Carol Stream, Illinois.
Property Tax Identification Number 05-03-300-016

SECTION 2:

The Village Clerk is hereby and herewith instructed to record with the Recorder of Deeds of DuPage County, Illinois, and to file with the County Clerk of DuPage County, Illinois, the following:

(a) a copy of this Ordinance certified as correct by the Clerk of the Village of Carol Stream; and

(b) a plat of the land included in this annexation, as required by law, said plat to be attached to the aforesaid certified copy of this Ordinance.

SECTION 3:

This Ordinance shall be in full force and effect from and after its adoption and approval as required by law.

PASSED AND APPROVED THIS _____ DAY OF _____, 2014.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

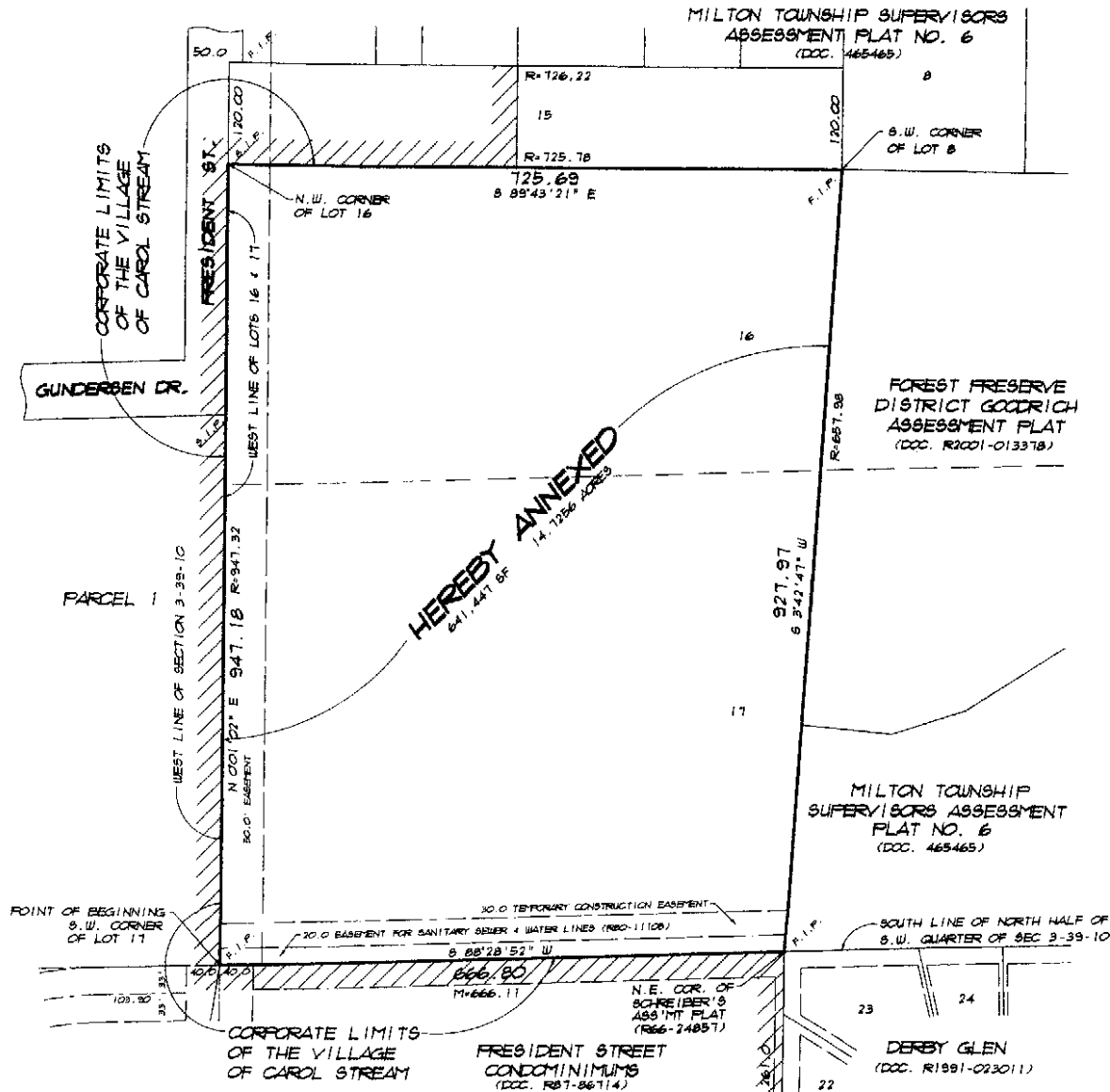
Beth Melody, Village Clerk

PLAT OF ANNEXATION TO THE VILLAGE OF CAROL STREAM, ILLINOIS

THAT PART OF LOTS 16 AND 17 IN MILTON TOWNSHIP SUPERVISORS ASSESSMENT PLAT NO. 6 OF PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER AND PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 33 NORTH, RANGE 18 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 29, 1944 AS DOCUMENT 465465, DESCRIBED BY BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 17 AND RUNNING THENCE NORTH 88 DEGREES 81' 82" EAST ON THE WEST LINE OF SAID LOTS 17 AND 18, 847.18 FEET (RECORD 947.32 FEET) TO THE NORTHWEST CORNER OF SAID LOT 18; THENCE SOUTH 89 DEGREES 43' 21" EAST ALONG THE NORTH LINE OF SAID LOT 16, 725.69 FEET (RECORD 725.78) TO THE SOUTHWEST CORNER OF LOT 8 OF SAID ASSESSMENT PLAT; THENCE SOUTH 83 DEGREES 42' 41" WEST, 827.57 FEET TO THE NORTHEAST CORNER OF SCHEIBER'S ASSESSMENT PLAT (RECORDED AS DOCUMENT 866-24857); SAID POINT BEING ON THE SOUTH LINE OF SAID LOT 17; THENCE SOUTH 88 DEGREES 28' 52" WEST ALONG THE SOUTH LINE OF SAID LOT 17, 666.8 FEET TO THE PLACE OF BEGINNING, IN DU PAGE COUNTY, ILLINOIS.

P. I. N. 05-03-308-816

SCALE: 1" = 100 FEET



COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
(S.S.
COUNTY OF DU PAGE)

THIS INSTRUMENT NO. _____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DU PAGE COUNTY, ILLINOIS, THIS ____ DAY OF _____, 2013.

COUNTY RECORDER

VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS)
(S.S.
COUNTY OF DU PAGE)

THE ANNEXED PLAT IS IDENTIFIED AS REPRESENTATIVE OF THE PROPERTY INCORPORATED INTO AND MADE A PART OF THE VILLAGE OF CAROL STREAM, ILLINOIS AS PER ORDINANCE NO. _____ AND THE PROPERTY SHOWN AND DESCRIBED HEREON IS HEREBY INCORPORATED INTO AND MADE A PART OF THE VILLAGE OF CAROL STREAM, ILLINOIS, BY SAID ORDINANCE, DATED ____ DAY OF _____, 2013.

ATTEST: _____
VILLAGE CLERK

VILLAGE PRESIDENT

SURVEYORS CERTIFICATE

STATE OF ILLINOIS)
(S.S.
COUNTY OF DU PAGE)

THIS IS TO CERTIFY THAT STEINBRECHER LAND SURVEYORS, INC., REGISTERED PROFESSIONAL LAND SURVEYING DESIGN FIRM CORPORATION NO. 184-803126, HAVE PLATTED FOR THE PURPOSE OF ANNEXATION TO THE VILLAGE OF CAROL STREAM, ILLINOIS, THE PROPERTY SHOWN AND DESCRIBED ON THE ANNEXED PLAT, WHICH TO THE BEST OF OUR KNOWLEDGE AND BELIEF IS A CORRECT REPRESENTATION THEREOF.

West Chicago, Illinois, December 17, 2013.



Richard J. Steinbrecher
Richard J. Steinbrecher
Professional Land Surveyor - 3563
License expires Nov. 30, 2014

Steinbrecher Land Surveyors, Inc.



Professional Land Surveying
Design Firm Corporation No. 184-003126
141 S. Melnar Blvd., West Chicago, IL 60185-2844
(630) 293-8900 Fax 293-8902

STATE OF ILLINOIS)
)
COUNTY OF DUPAGE)

AFFIDAVIT

Beth Melody, being first duly sworn on oath deposes and says:

1. That she is the duly elected Village Clerk of the Village of Carol Stream, Illinois.

2. That in connection with the annexation of the property legally described within the attached Exhibit no notices were required to be served upon any fire protection district, library district or township commissioner of highways, board of town trustees, township supervisor, or township clerk for the following reasons:
 - a. The Village of Carol Stream does not provide fire protection services.
 - b. While the Village of Carol Stream does provide a public library, the annexed property is not located within any library district.
 - c. The annexed property does not contain any highways under the jurisdiction of any township.

Beth Melody

Subscribed and sworn to before
me this ____ day of _____, 2014.

NOTARY PUBLIC

EXHIBIT

LEGAL DESCRIPTION – Parcel 4 in Community Park

THAT PART OF LOTS 16 AND 17 IN THE MILTON TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NO. 6 OF PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER AND PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 28, 1944, AS DOCUMENT 465465, DESCRIBED BY BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 17 AND RUNNING THENCE NORTH 00 DEGREES 01 MINUTE 02 SECONDS EAST ON THE WEST LINE OF SAID LOTS 17 AND 16, 947.18 FEET (RECORD 947.32 FEET) TO THE NORTHWEST CORNER OF SAID LOT 16; THENCE SOUTH 89 DEGREES 43 MINUTES 21 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 16, 725.69 FEET (RECORD 725.78) TO THE SOUTHWEST CORNER OF LOT 8 OF SAID ASSESSMENT PLAT; THENCE SOUTH 03 DEGREES 42 MINUTES 47 SECONDS WEST, 927.97 FEET TO THE NORTHEAST CORNER OF SCHREIBER'S ASSESSMENT PLAT (RECORDED AS DOCUMENT R66-24857), SAID POINT BEING ON THE SOUTH LINE OF SAID LOT 17; THENCE SOUTH 88 DEGREES 28 MINUTES 52 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 17, 666.8 FEET TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

Common address: 725 Thornhill Drive, Carol Stream, Illinois.
Property Tax Identification Number 05-03-300-016

Village of Carol Stream
Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

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

THROUGH: Robert J. Glees, Community Development Director *RJG*

DATE: January 15, 2014

RE: **Agenda Item for the Village Board Meeting of January 21, 2014**
Chicago Metropolitan Agency for Planning (CMAP) – Resolution of Support, Memorandum of Understanding, and Project Scope for Carol Stream Comprehensive Plan Project

As you are aware, the Village's application for technical assistance from CMAP for the preparation of a new Carol Stream Comprehensive Plan was approved in 2013. Village staff has met with CMAP's project manager assigned to the Carol Stream project, and we have begun work on initial project tasks. Before fully embarking on the project, CMAP requires the following:

1. Village Board adoption of a Resolution formally accepting planning assistance from CMAP;
2. Approval of a Memorandum of Understanding that sets forth expectations for project responsibilities, cooperation, and the sharing of resources between CMAP and the Village; and
3. Agreement on the Project Scope.

Staff has reviewed the Memorandum of Understanding and the Project Scope, and we have no objection to either document. The Memorandum of Understanding and Project Scope are attached to the required Resolution accepting technical assistance from CMAP.

Staff recommends approval of the Resolution, Memorandum of Understanding and Project Scope. If the Village Board concurs, they should adopt the necessary Resolution.

DTB:db

c: Nicole Woods, Associate Planner, CMAP (via e-mail)

t:\planning\comprehensive plan\2014\village board memos\resolution mou and scope vb memo1.docx

RESOLUTION NO. _____

**A RESOLUTION TO ACCEPT PLANNING ASSISTANCE SERVICES DELIVERED
BY THE CHICAGO METROPOLITAN AGENCY FOR PLANNING (CMAP)**

WHEREAS, the Village of Carol Stream ("the Village") has applied for planning assistance services through the Chicago Metropolitan Agency for Planning ("CMAP") to prepare a Comprehensive Plan; and

WHEREAS, the Village's request for such assistance has been identified by CMAP as a priority project; and

WHEREAS, CMAP has adopted the GO TO 2040 Plan as the long-range regional comprehensive plan for the seven-county Chicago region, encompassing Cook, DuPage, Kane, Kendall, Lake, McHenry and Will counties, and is providing assistance as a means of advancing the plan's implementation; and

WHEREAS, the Village and CMAP have agreed on the general contents of a Memorandum of Understanding ("MOU", attached) and a Scope of Services (attached) that will guide planning assistance services to be provided by CMAP.

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: The Mayor and Board of Trustees support the preparation of a Comprehensive Plan.

SECTION 2: The Mayor and Board of Trustees accept the offer of planning assistance services by CMAP and recognize that these services are provided for the purpose of advancing the implementation of GO TO 2040.

SECTION 3: The Board of Trustees authorizes staff, as designated by the Mayor, to finalize and execute a Memorandum of Understanding with an attached Scope of Services.

SECTION 4: The Mayor and Board of Trustees recognize that provisions that govern the administration of planning assistance services, and, if necessary, the discontinuation of such services, are included in the Memorandum of Understanding.

SECTION 5: This resolution shall be effective as of the date of its adoption.

PASSED AND APPROVED THIS 21st DAY OF JANUARY, 2014.

AYES:

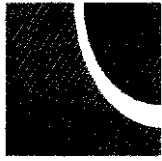
NAYS:

ABSENT:

Frank Saverino, Sr. Mayor

ATTEST:

Beth Melody, Village Clerk



Chicago Metropolitan Agency for Planning

233 South Wacker Drive
Suite 800
Chicago, Illinois 60606

312 454 0400
www.cmap.illinois.gov

CMAP MOU – Local Technical Assistance Program Between CMAP and the Village of Carol Stream December 2013

Please note: “LTA staff” means CMAP staff assigned to work with local governments and community groups as part of the Local Technical Assistance program.

1. CMAP / applicant relationship
 - Scope of work for staff will be jointly determined by CMAP and applicant
 - All work performed by LTA staff must be related to work plan – the majority should be directly referenced within work plan
 - LTA staff are CMAP employees and CMAP is responsible for evaluating their performance
 - CMAP will determine which of the relevant LTA staff will be assigned to work on the project (based on availability, skills, familiarity with the applicant community, and applicant preferences)
2. Access to resources
 - LTA staff will have full access to CMAP data and other resources, including specialized staff based at CMAP (for advanced mapping, data, outreach, communications, or topic-specific expertise)
 - The applicant will provide access to relevant staff who will need to be involved in the project, and will ensure that they allocate appropriate time
 - The applicant will provide access to all relevant internal data, reports, and other information
 - The applicant’s leadership (key staff, board members, other elected officials, other decision-makers) will commit to participate in the project and allocate sufficient time at meetings (committee meetings, Board meetings, etc.) to ensure a successful project
3. Demonstration of local support
 - Applicants will be required to pass a resolution supporting the project at their governing board before work will begin
 - The community will be responsible for working with CMAP to identify a project steering committee
 - The applicant agrees to participate in public outreach and engagement efforts; including assisting in dissemination of project and meeting information, attending and assisting at public meetings, and providing key stakeholder contact information
4. Project management

- Project scope of work (including LTA staff work plans, timelines, public engagement schedules, commitment of other non-staff resources by either CMAP or the applicant, and other elements) will be jointly determined by CMAP and applicant prior to beginning work
- A full project scope of work must be attached to the MOU at the time it is signed
- Changes to project scope or timelines must be jointly agreed to by CMAP and applicant; major expansions of scope may result in discontinuation of project
- Allocation of LTA staff to each project will vary over time based on project timeline and work needs

The undersigned parties agree to the terms listed above.

CMAP Representative:

Robert Dean, Deputy Executive Director

Date

Village of Carol Stream

Joseph E. Breinig, Village Manager

Date



Local Technical Assistance (LTA) project scope: Village of Carol Stream comprehensive plan

The following is a proposed outline of steps to develop a comprehensive plan for the Village of Carol Stream as part of the Chicago Metropolitan Agency for Planning's (CMAP) Local Technical Assistance program. Through this program, CMAP will provide staff assistance to complete this project.

Approximate timeline

The following scope of work is designed to be completed in approximately 12 months; however, the timeline can change as the project progresses. The remainder of this document describes the schedule and timeline in more detail.

Steering committee

CMAP recommends that a steering committee or similar oversight group be created to assist in guiding the development of the comprehensive plan. This group can be the community's Zoning Board or another existing group, or be formed specifically to oversee this project. Throughout this scope of work, this group is referred to as the "steering committee." The exact makeup of this group will be determined early in the planning process.

Deliverables

The final deliverable of this project will be a comprehensive plan that will be presented to the Village's Board for formal adoption. Interim deliverables, including an existing conditions report, a memo of key recommendations, and a draft plan, will also be produced during the study process.

Proposed tasks

Pre-kickoff work

Before the project formally kicks off, there are several steps that CMAP will go through with the Village. These include:

- The Village Board will need to adopt a resolution expressing support for the project and authorizing staff to participate. CMAP will provide a sample resolution, to be modified as necessary. This will need to be passed before the project begins.
- A project steering committee or similar oversight group will be formed. The membership of the steering committee will be determined through discussions between CMAP and Village staff before the project formally begins.
- Each of CMAP's local projects includes a detailed outreach strategy for the project. CMAP will prepare a draft outline of the outreach strategy and discuss with the Village before the project is initiated. The Village will be asked to identify relevant stakeholder groups to include in the public engagement activities and to help CMAP make contacts locally.
- The activities above will necessitate at least one (possibly more) in-person meeting between CMAP and Village staff as well as regular communication during the period immediately before project initiation.

These activities will occur prior to the “formal” kickoff meeting in Month 1.

Step 1 – project initiation

The planning process will begin in Month 1 with meetings between CMAP staff and appropriate Village staff, commissions, committees, and other groups. Likely meetings include:

- Meeting with Village staff. This may include staff other than those involved in the pre-kickoff work (e.g. directors from other departments, the full community development department, etc.). This meeting will include discussion of near-term timelines, as well as discussion of existing plans, studies, reports, and GIS and other data.
- Presentations at meetings of the Village Board, Zoning Board, and/or other commissions or committees. The purpose of these meetings is to introduce the project to key decision-makers. This may occur at the same meeting as the adoption of the required resolution (see the pre-kickoff section) or at another meeting.
- Initial Steering Committee meeting. The purpose of this meeting is to introduce the steering committee members to each other, as well as to discuss the committee’s expectations for the project.

Step 2 – community outreach and engagement

As discussed in the pre-kickoff section, CMAP develops a detailed **project outreach strategy** (PROUST) document for each project that outlines the goals and methods for public participation. A primary goal of all CMAP’s projects is to elevate community engagement in planning – particularly focusing on engaging populations that are typically underrepresented in previous planning processes. The steering committee and community leaders’ full participation in this process is vital to the success of the plan.

Once created, the draft PROUST will be discussed in general terms with Village staff in the pre-kickoff stage and developed in more detail after that point. Likely community engagement activities include but are not limited to:

- Three public meetings are anticipated: the first (in Month 3 or 4) will present existing conditions and include visioning exercises; the second public meeting (Month 7 or 8) will present ideas and strategies for achieving the vision; and the third is an open house to present the draft plan in Month 10 (all dates approximate).
- Key person interviews with individuals or organizations.
- Focus groups with particular segments of the Village’s population, including but not limited to employers, business community, and /or visitors to Carol Stream.
- Possible use of an interactive website (MetroQuest) allowing public input (for an example of its use, see <http://elmwoodparkp1.metroquest.com/>).
- Updates at zoning board or Village board meetings.

Deliverable: A project outreach strategy which lays out key stakeholders and outreach methods for the length of the project. It will be approximately 5 pages in length. As the project progresses and the activities are completed, the document will be updated to describe the results of the outreach, so that it functions as a report on the results of work completed. The revised project outreach strategy will be an appendix to the final plan.

Step 3 – existing conditions report

An important interim product of the comprehensive plan is the “existing conditions report.” This report will describe current conditions in the area. A draft of the report will be prepared between Month 2 and

Month 4 and will be presented to staff and the steering committee in Month 5. The report will describe existing conditions in the municipality, and will include sections on:

- History and regional context
- Previous studies, reports, and plans
- Summaries of community outreach results to date
- Governance Structure
- Land use and development
- Housing and population
- Economic assessment
- Transportation
- Natural environment

Deliverable: An “existing conditions report” which includes charts, maps, and other graphics to support the text description of the topics listed above. It will be approximately 80 pages in length, including maps. It is a stand-alone product which will be an appendix to the final report.

Step 4- key recommendations

Before the final plan is drafted, CMAP will prepare a memo describing the key recommendations that are expected to be contained in the final plan. This document will be provided to Village staff and the steering committee for review and discussion in Month 7. Based on feedback received, the draft plan will begin to be prepared. The purpose of this step is to provide the steering committee members with a summary of key recommendations before much time is spent writing them up in detail; if there are significant problems with any elements of the plan, they should surface at this point.

Deliverable: A memo summarizing key recommendations that will be made in the plan to achieve the vision, based on existing conditions findings and stakeholder involvement. It will be approximately 4 pages in length. This will be an internal working document containing initial ideas, and is not meant for public distribution.

Step 5 – plan preparation

The next step, after reaching consensus on the key recommendations, is to put together the draft plan. This will occur primarily between Month 7 and Month 9, with a draft expected to be sent to Village staff and steering committee members for review in Month 10. This draft plan will be revised based on Village staff and steering committee comments, creating a revised plan.

The plan will likely include the following chapters:

- Introduction
- Challenges and Opportunities (summarizing the key conclusions of the existing conditions reports and the public engagement process)
- Vision, Goals, and Objectives
- Recommendations (broken into sections such as land use, housing, transportation, community, and others; this will be the longest of the plan’s chapters)
- Implementation (focusing on activities to be undertaken within the following two years to advance the plan’s implementation)

Deliverable: The plan will include text recommendations for action, with support from graphics and maps. It also will include language concerning implementation, including descriptions of actions that

should be taken within the next two years to advance its recommendations. The plan is expected to be approximately 60-80 pages in length, not counting appendices.

Step 6 – adoption

The revised plan described above will then go through the community's approval process. This will likely involve a series of meetings, including an initial presentation to the Steering Committee, an open house for community feedback, and finally, consideration of adoption by the Village Board. The exact order and timing of these steps will depend on the Village's preferences and standard practice. The revised plan will be revised if necessary based on discussion at each meeting to create a final plan. This will likely occur between Month 10 and Month 12.

Deliverable: The format of the final plan will be the same as that of the draft plan, except with a higher quality of graphics.

Step 7 – implementation

After the plan is adopted, CMAP will remain involved for a period of two years after its completion, with the purpose of monitoring and encouraging progress on the implementation actions specified in the plan. This will be a much lower level of involvement, but will include meeting periodically with Village staff, tracking and monitoring progress in accomplishing the plan's recommendations, assisting with applications for funding for plan implementation, and similar activities.

Deliverable: Following this two year period, CMAP will assess the work that has been accomplished to date and provide the village with advice on potential next steps for the following two years.

Village of Carol Stream
INTER-DEPARTMENTAL MEMO

TO: Mayor & Trustees
FROM: Robert Mellor, Assistant Village Manager *Rm*
DATE: January 15, 2013
RE: Electric Supply Auction

History

Last year, at your January 22, 2013 Board meeting you approved Resolution 2630, authorizing the Mayor to execute an agreement for the purchase of electric utility service for our large energy uses (Water Pumping and Lift Stations) based on the low bid received by our consultant Northern Illinois Municipal Electric Cooperative (NIMEC). These uses are not eligible for the municipal aggregation rate available to residents and small businesses due to the volume of energy used by these utilities. The agreement was awarded to Constellation New Energy for a 1-year period beginning on June 8, 2013.

Actionable Item

Attached is a memo from our consultant David Hoover from NIMEC, describing our current options to bid our electric supply service, which would lock our rate for the upcoming year beginning June 2014. Depending on the results of the bid, our electric supply rate would be locked for a one (1) or two (2) year period. Generally, the savings we would receive from 1 year pricing will be greater than the 2 year pricing since suppliers generally expect electric supply prices to go up over time. Locking into a 2 year rate has the advantage of allowing staff to budget electricity expenses with more certainty and potentially avoids future market rate increases. We would also not have to bid electricity for 24 months or make the transition to a new carrier every year. The downside is that if rates decline in the next 2 years we would not be able to avail ourselves of the lower rate. If we believe that commodity prices for energy will decline over the next 2 years then we should choose the 1 year rate option. We do not need to decide which contract term we wish to bid until the bid opening date.

Bidding Process

NIMEC will conduct our bid sometime between Feb 1 and the end of April depending on market conditions. NIMEC will bid out the aggregated volumes with 3 reliable suppliers: Exelon, Integrys and MC². NIMEC will go to bid as early as February 1. However, if rates are flat or dropping, the bid date will be postponed. Once rates begin to move up, NIMEC will declare the bid date and go to bid.

To accept the bid pricing, we will need to enter into an agreement with the winning supplier on the day of the bid. Therefore, the Village Board would need to act on this matter at your January 21, 2014 Board meeting.

Staff Recommendation

We will know the proposed NIMEC rate in February or March. Similar to the other electricity supply auctions in which we have participated, when NIMEC presents bids to coop members after the bid opening, we will only have until the end of the day to accept the bid (by signing the agreement from the lowest bidder). Because this process requires the Village to make a quick decision we would not be able to act quickly enough to secure a favorable electrical supply rate if we wait until the next regularly scheduled Board meeting. **Staff recommends that the Village Board approve the attached resolution authorizing the Mayor to enter into an agreement with the lowest cost electric utility supplier subject to final contract review by staff and Village Attorney.** I am available should you have any questions regarding this process.

Attachments

Cc: Joseph E. Breinig, Village Manager
Phil Modaff, Director of Public Works

Bob Mellor

From: David Hoover <dhoover@nimec.net>
Sent: Wednesday, January 08, 2014 12:32 PM
To: Bob Mellor
Cc: Chris Oakley
Subject: Important:
Attachments: NIMEC Bid Fact Sheet.docx

Importance: High



Dear Members,

Yes, it is that time of year again, to prepare for the annual NIMEC bid. We will be holding the bid sometime between February 1 and April 1, depending upon market conditions. As long as rates are dropping, we will hold off on the bid, until a market bottom is reached. We will provide 4 days of advance notice once the bid date is set.

Because of the commodity nature of the power market, the bids must be accepted on the day of the bid. Therefore, it is imperative that during the month of January, your board delegate signing authority to the appropriate staff to execute the supply agreement. (If your board has previously delegated this authority, no further action is needed at this time.)

We are pleased to report that our 3 suppliers have not made any changes to their respective power agreements since the last bid. (We presume if you were satisfied with them last year, you will continue to be satisfied with them for this upcoming bid. However, if you would like to review them again, please let me know.)

Below is a list of your accounts that will be included in the upcoming NIMEC bid:

	Account #	Service Address
Village of Carol Stream	0111013079	500 N. Gary Ave
Village of Carol Stream	3054113024	500 N. Gary Ave
Village of Carol Stream	3963097040	500 N. Gary Ave

(Please note: if you have plans to close a facility, please let us know. We do not want to contract annually for a facility that will be closed during the year. You may be subject to early termination fees, which we like to avoid.)

We look forward to our 7th annual NIMEC bid. You will be hearing more from us as we approach the February 1 date.

In addition, we manage the following street light accounts. These accounts are eligible for ComEd's fixed rates, so we will be renewing these in June. Once ComEd releases its rates, we will compare our bids to see if we can beat the ComEd rate. If not, we will move them back to ComEd. We provide these now, should you wish to get board authority for all of the NIMEC accounts in 2014.

NIMEC Bid Fact Sheet

- 156 NIMEC members, mostly northern Illinois municipalities
- NIMEC member retention rate: 99%
- NIMEC's first annual bid: 2008
- Every 3 years, NIMEC offers 1 and 3 year pricing. Next 3 year offer: 2015
- NIMEC solicits bids from Constellation (owned by Exelon), Integrys, and MC Squared. All public companies.
- Bids must be accepted by signing power agreement on the day of the bid.
- Members are under no obligation to accept the bids.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR
TO EXECUTE AN AGREEMENT
FOR THE PURCHASE OF ELECTRIC UTILITY SERVICE
(MUNICIPAL FACILITY UTILITIES)**

WHEREAS, in June 2013, the Village of Carol Stream entered into an agreement to purchase electricity from Constellation New Energy for a one (1) year period ending in June 2014; and

WHEREAS, the Village wishes to secure stable, long-term electric utility service rates; and

WHEREAS, the Village of Carol Stream wishes to receive favorable competitive, long-term market rates for electricity for its large municipal utility facilities for a one (1) to two (2) year period beginning in June 2014 by evaluating bids it receives on the open, competitive market; and

WHEREAS, in order to receive the most favorable market rates for electricity, the Village must be able to award a contract for the purchase of electricity within 24-hours of receipt of bid rates, and;

WHEREAS, the Mayor and Board of Trustees of the Village of Carol Stream have determined that it is expedient and in the best interest of the Village to authorize the Mayor to execute an agreement for the purchase of electric utility service.

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

SECTION 1: That the Mayor is hereby authorized to execute and the Clerk to attest to a contract for the purchase of electricity for Village government purposes with the lowest cost supplier as approved by the Village Attorney.

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

PASSED AND APPROVED THIS 21st DAY OF JANUARY 2014.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

Village of Carol Stream
INTER-DEPARTMENTAL MEMO

TO: Mayor & Trustees
FROM: Robert Mellor, Assistant Village Manager *RM*
DATE: January 15, 2014
RE: Automated Traffic Law Enforcement & Administrative Tow Adjudicator

The current 2 year contract for red light camera and administrative tow hearings has expired and needs to be renewed. John Fioti has performed these services for the Village since 2009 in a fair and impartial manner. Furthermore, no adjudicated cases have been appealed in court.

The current rate for these services is \$150/hour. Attached is a request from the Law Offices of John Fioti to renew his current contract for these services. Mr. Fioti is requesting a two year contract rate of \$180/hour. Our administrative adjudication fee for red light camera and tow hearings in fiscal year 2012 was \$4,613 and \$4,150 in fiscal year 2013. Although, the total amount of adjudicator fees incurred by a municipality is primarily a function of the adjudicator rate and number of cases heard by the adjudicator, a comparison of red light camera adjudication fees incurred by several other DuPage County municipalities showed that Carol Stream fees on an annual basis would still be among the lowest even with this rate increase.

A survey of the annual administrative adjudicator costs for similar services in surrounding communities showed the following fees being charged:

- Roselle(Storino, Romello & Durkin) = \$6,480/year
- Hanover Park (Camic Johnson) = \$7,920/year
- West Chicago (John Toscas) = \$8,925/year (Red Light only)
= \$13,425/year (Red Light & Towing)

Staff recommends approval of the attached contract with the Law Offices of John Fioti for a 17 month period (November 3, 2013 – April 30, 2015) for administrative adjudication of Automated Traffic Law Enforcement and tow hearings at the rate of \$180/hour. The new contract term would be aligned with the Mayor's current term of office and the end of our fiscal year in 2015.

Please contact me if you have any questions.

Attachments

Cc: Joseph E. Breinig, Village Manager

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF
A CONTRACT BETWEEN THE VILLAGE OF CAROL STREAM AND
JOHN FIOTI AS ADMINISTRATIVE ADJUDICATOR FOR AUTOMATED TRAFFIC
LAW ENFORCEMENT (RED LIGHT) AND ADMINISTRATIVE TOW HEARINGS**

WHEREAS, the Mayor and Board of Trustees of the Village of Carol Stream have determined that it is in the best interest of the Village to enter into a Contract with John Fiotti, in the form of a contract attached hereto as Exhibit "A", and by this reference incorporated herein.

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

SECTION 1: That the Mayor and Village Clerk of the Village of Carol Stream be and the same are hereby authorized to execute the Contract, in the appropriate form, attached hereto as Exhibit "A" and as approved by the Village Attorney.

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

PASSED AND APPROVED THIS 21ST of JANUARY, 2014.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

EXHIBIT "A"

Contract for Professional Services to Serve As Administrative Adjudicator

Now comes the Village of Carol Stream, a municipal corporation, by and through its Mayor and enters into the following contract for legal services with John L. Fioti, Attorney at Law.

1. The Village of Carol Stream, hereafter referred to as the "Village" agrees to retain the services of John L. Fioti, hereafter referred to as "Attorney", to provide services as its "Administrative Adjudicator" presiding over all Administrative Adjudication hearings as scheduled by the "Village" pursuant to enacted ordinance(s) and pursuant to the terms of the attached proposal for services which is appended hereto and incorporated herein as Exhibit 1 to this contract.

Services to include:

Attend all Administrative Adjudication Hearings as scheduled by the Village of Carol Stream pursuant to Village Ordinance 2008-02-06.

Attend all Administrative Adjudication Hearings as scheduled by the Village of Carol Stream pursuant to Village Ordinance 2010-01-02.

2. Attorney will provide an itemized monthly invoice to the Village for services performed hereunder.
3. Attorney agrees to use all of his reasonable legal skills to perform the terms of this contract.
4. The contract term would commence on November 6, 2013 and be subject to renewal on April 30, 2015. Either party may terminate this contract for cause by providing thirty (30) days written notice to the other party.

AGREED TO THIS 21st DAY OF JANUARY, 2014

VILLAGE OF CAROL STREAM
A Municipal Corporation

JOHN L. FIOTI
Law Offices of John L. Fioti

By: _____
Frank Saverino, Sr., Mayor

John L. Fioti, Attorney

ATTEST:

Beth Melody, Village Clerk



LAW OFFICES OF JOHN L. FIOTI

ATTORNEY AT LAW

WWW.FIOTILAW.COM

956 S. BARTLETT ROAD #258

BARTLETT, ILLINOIS 60103



*City Prosecutor - City of Oakbrook Terrace
Administrative Adjudicator - Village of Carol Stream
Administrative Adjudicator - Village of Streamwood*

Via e mail only

December 2, 2013

Mr. Joseph Breinig
Village Manager
Village of Carol Stream
500 North Gary Avenue
Carol Stream, Illinois 60188

Re: **Proposal to serve as Administrative Adjudicator
Automated Traffic Law Enforcement Program, et. al.**

Dear Manager Breinig,

Thank you for the opportunity to submit a proposal to the Village of Carol Stream to continue serving in the capacity of Administrative Adjudicator. As you may know, my contract expired on November 3, 2013. Since inception of this program, I have been committed to providing the Village with an Administrative Adjudication process that they could truly be proud of. Some may say I am biased, but I believe our program in Carol Stream could serve as a model to other municipalities. I hope to continue in my role as Administrative Adjudicator and I look forward to continuing to provide the same impartial due process to those persons who have been served with notices of violation from the Village of Carol Stream. To that end, please find attached my proposal for services.

This proposal includes my 100% commitment to working with the Village of Carol Stream to continue with and enhance the established systems and procedures for all Administrative Hearings. I look forward to working cooperatively with the Village in all Administrative Hearings, as well as providing any consultation as requested to accomplish a successful program.

Sincerely,

John L. Fioti
Attachment (1)

cc: Mayor Frank Saverino



LAW OFFICES OF JOHN L. FIOTI

ATTORNEY AT LAW

WWW.FIOTILAW.COM

956 S. BARTLETT ROAD #258

BARTLETT, ILLINOIS 60103



*City Prosecutor - City of Oakbrook Terrace
Administrative Adjudicator - Village of Carol Stream
Administrative Adjudicator - Village of Streamwood*

Proposal for Professional Services to serve as Administrative Adjudicator
For the Village of Carol Stream
(Attorney-Client Privileged Information)

Services include:

- Attend all Administrative Adjudication Hearings as scheduled by the Village of Carol Stream pursuant to Village Ordinance 2008-02-06 as amended from time to time.
- Attend all Administrative Adjudication Hearings as scheduled by the Village of Carol Stream pursuant to Village Ordinance 2010-01-02 as amended from time to time.
- Preside over and conduct Administrative hearings for the Village of Carol Stream in an ethical, professional and efficient manner.
- Maintain the integrity of the hearing system by providing a fair and impartial atmosphere for all hearing attendees.
- Decide each case on an objective basis founded on sound legal principles and pursuant to Carol Stream Village Ordinance.
- Provide legal consultation and expertise as requested and apply experience.
- Provide alternative attorney adjudicator in the event of illness or required absence.

Contract Length:

- Two (2) year contract.

Fee for Professional Services:

- \$180.00 *per hour* (one hour minimum per ordinance session). Additional time to be billed in .25 hour increments. This hourly rate shall apply to and include services for hearing time, preparation, travel time and any training as requested by the Village of Carol Stream. The Village will also be billed for any out of pocket expenses incurred in the Administrative Hearing process (e.g. postage or photocopying).

Village to provide:

- Village will provide location for Administrative Hearings and copies of all charging documents, officer reports, files and any equipment and/or supplies deemed necessary for administration of the ordinance(s) by the Village of Carol Stream.

Village of Carol Stream
Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager
FROM: William N. Cleveland, Assistant Village Engineer *WB*
DATE: January 14, 2014
RE: 450 Gundersen Dr. – Auto Mechanics Union Local 701
Stormwater Management & Conveyance Easement

The Village of Carol Stream has received a plat granting us an easement for the purposes of conveying and managing stormwater. This easement gives the Village very broad rights to construct, repair, operate and maintain storm sewer system and stormwater management facilities on private property. This easement is a requirement of the DuPage County Countywide Stormwater & Flood Plain Ordinance and must be granted to the Village. Therefore, staff recommends accepting this grant of easement for stormwater management and conveyance.

Cc: James Knudsen, Director of Engineering Services

Attachment

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING A GRANT OF STORM WATER MANAGEMENT
AND CONVEYANCE EASEMENT
(450 GUNDERSEN DRIVE - AUTO MECHANICS UNION LOCAL 701)**

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

SECTION 1: Approval is hereby given Accepting a Grant of Storm Water Management and Conveyance Easement for 450 Gundersen Drive (Auto Mechanics Union Local 701), PIN: 05-04-303-024. This easement gives the village easement rights to construct, repair, operate and maintain storm sewer system and storm water management facilities as required by the DuPage Countywide Stormwater & Flood Plain Ordinance. The Plat of Stormwater Management Conveyance and Easement is attached to this Resolution as Exhibit "A".

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 21st DAY OF JANUARY, 2014.

AYES:

NAYS:

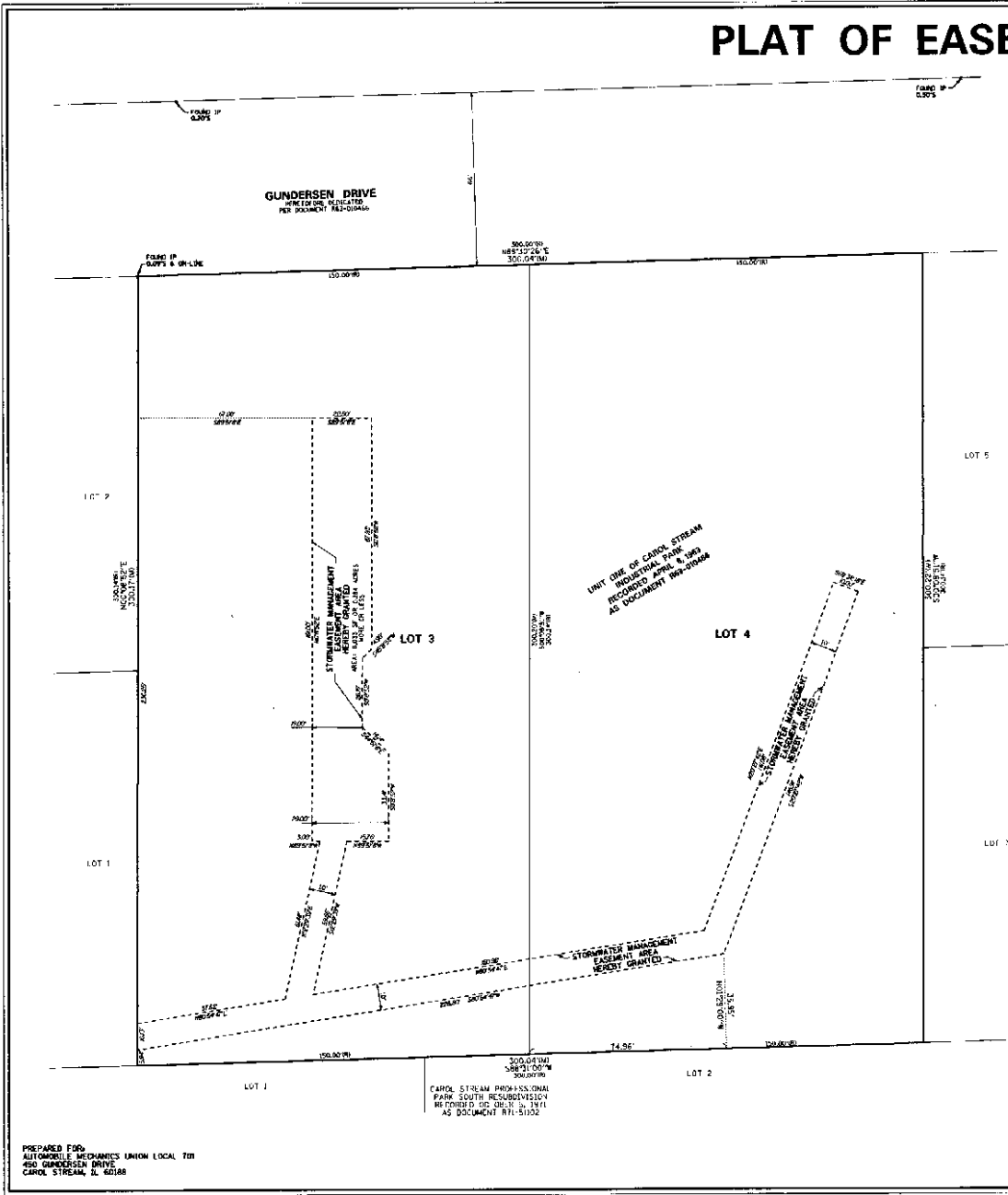
ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

PLAT OF EASEMENT



OWNER'S CERTIFICATE

STATE OF ILLINOIS
COUNTY OF DUPAGE

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER IN THE LAND DESCRIBED IN THE ABOVE SAID PLAT AND HAS READ THE SAME AND IS WELL ACQUAINTED WITH THE SAME AND APPROVES THE SAME AND HAS RECEIVED THE NECESSARY CONSENTS FROM THE OTHER PARTIES TO THE SAME AND IS WILLING TO BE BOUND BY THE SAME AND TO HOLD THE SAME AS STATED IN THE UNDERSIGNED INSTRUMENT.

OWNER
AUTOMOBILE MECHANICS UNION LOCAL 701
CAROL STREAM, IL 60188

MAYOR'S CERTIFICATE

STATE OF ILLINOIS
COUNTY OF DUPAGE

I, MAYOR, IN THE COUNTY OF DUPAGE, DO HEREBY CERTIFY THAT THE ABOVE SAID PLAT AND THE INSTRUMENT REFERRED TO THEREIN ARE CORRECT AND TRUE AND THAT THE SAME HAVE BEEN RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF DUPAGE, ILLINOIS, AND THAT THE SAME ARE VALID AND EFFECTIVE IN ALL RESPECTS.

MAYOR'S PUBLIC

VILLAGE CLERK'S CERTIFICATE

STATE OF ILLINOIS
COUNTY OF DUPAGE

I, CLERK OF THE VILLAGE OF CAROL STREAM, ILLINOIS, DO HEREBY CERTIFY THAT THE ABOVE SAID PLAT AND THE INSTRUMENT REFERRED TO THEREIN ARE CORRECT AND TRUE AND THAT THE SAME HAVE BEEN RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF DUPAGE, ILLINOIS, AND THAT THE SAME ARE VALID AND EFFECTIVE IN ALL RESPECTS.

PUBLIC CLERK

VILLAGE PRESIDENT

RESALE NUMBER:

DUPAGE COUNTY RECORDER'S CERTIFICATE
STATE OF ILLINOIS
COUNTY OF DUPAGE

THIS INSTRUMENT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS, ON THE _____ DAY OF _____, A.D. 20____ AT _____ O'CLOCK _____ AND WAS RECORDED IN BOOK _____ OF PLATS ON PAGE _____

REFERENCE TO DEEDS

PROPERTY DESCRIPTION

LOTS 2 AND 4 OF UNIT ONE OF CAROL STREAM INDUSTRIAL PARK IN SECTION 4, TOWNSHIP 33 NORTH RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREIN RECORDED WITH A PLAT AS INSTRUMENT RECORDED IN DUPAGE COUNTY, ILLINOIS.
ADDRESS:
450 GUNDERSEN DRIVE
CAROL STREAM, ILLINOIS 60188
P.L.M. #:
08-04-303-024

STORMWATER MANAGEMENT AREA MAINTENANCE PROVISIONS:
OWNER IN FEELING OF ITSELF ITS SUCCESSORS AND ASSIGNS, AND ALL FUTURE HOLDERS OF TITLE AND INTERESTS IN ANY PORTION OF THE PROPERTY SHALL BE THE SUBJECT OF THE PLAT THE PROPERTY'S DEEDS, COVENANTS AND AGREES WITH THE VILLAGE OF CAROL STREAM AS FOLLOWS:

OWNER SHALL MAINTAIN, OPERATE AND REPAIR THE PORTIONS OF THE IDENTIFIED AS THE STORMWATER MANAGEMENT EASEMENT AREA AS SHOWN IN A DRAWING UPON RECORD. OWNER SHALL MAINTAIN THE STORMWATER MANAGEMENT EASEMENT AREA AND SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE STORMWATER MANAGEMENT EASEMENT AREA AND SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE STORMWATER MANAGEMENT EASEMENT AREA AND SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE STORMWATER MANAGEMENT EASEMENT AREA.

IN ADDITION TO OTHER REMEDIES PROVIDED FOR ABOVE, UPON VIOLATION OF ANY OF THE PROVISIONS OF THIS INSTRUMENT, THE VILLAGE OF CAROL STREAM SHALL BE ENTITLED TO ALL REMEDIES AS IF THE PROPERTY WERE SUBJECT TO THE VILLAGE OF CAROL STREAM'S ZONING ORDINANCES. THE VILLAGE OF CAROL STREAM SHALL BE ENTITLED TO ALL REMEDIES AS IF THE PROPERTY WERE SUBJECT TO THE VILLAGE OF CAROL STREAM'S ZONING ORDINANCES.

THE OWNERS OF ANY PORTIONS OF THE PROPERTY SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE STORMWATER MANAGEMENT EASEMENT AREA AND SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE STORMWATER MANAGEMENT EASEMENT AREA.

STATE OF ILLINOIS
COUNTY OF DUPAGE

I, _____, AN ILLINOIS PROFESSIONAL SURVEYOR, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE ABOVE SAID PLAT AND THE INSTRUMENT REFERRED TO THEREIN AND THAT THE SAME ARE CORRECT AND TRUE AND THAT THE SAME HAVE BEEN RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF DUPAGE, ILLINOIS.

THIS INSTRUMENT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS, ON THE _____ DAY OF _____, A.D. 20____ AT _____ O'CLOCK _____ AND WAS RECORDED IN BOOK _____ OF PLATS ON PAGE _____

REVISIONS
12/06/2013
01/09/2014
01/09/2014




CONTRACTING FIRM'S CERTIFICATE

CONTRACTING FIRM'S CERTIFICATE
DATE: 02/28/2015
JOB NO: 1411
PREPARED BY: TAT1TAS-01
SHEET: 1 OF 1

PREPARED FOR:
AUTOMOBILE MECHANICS UNION LOCAL 701
450 GUNDERSEN DRIVE
CAROL STREAM, IL 60188

Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager

FROM: William N. Cleveland, Assistant Village Engineer 

DATE: January 15, 2014

RE: Engineering Vehicle Purchase and Resolution Declaring
Surplus Property Owned by the Village of Carol Stream

Engineering Staff has researched the vehicles available on the Illinois Procurement Bulletin State bid list and request the purchase of a 2014 Ford F150 Flexible Fuel Vehicle (FFV). This is the only vehicle on the state bid list that meets our needs with an extended cab and has the ability to use E85 fuel. We also investigated purchasing a similar or smaller truck through a dealer and found higher prices. A similarly equipped truck priced on Ford's website is over \$32,000.

It was decided that rather than trade in the 2005 Ford Ranger used by Engineering staff, we would trade in one of the older vehicles in the Village fleet, the 2001 GMC Sonoma used by Administration maintenance staff. Although the Ranger has more mileage than the Sonoma, its maintenance costs are much less. The Ford Ranger will continue to be used by Administration maintenance staff.

Wright Automotive was the bid winner for the state contract and offered us the option of trading in the 2001 GMC Sonoma for \$4,000. Research of this type of vehicle revealed a trade in value of \$3,500 to \$4,900. Staff therefore recommends that the resolution be approved to declare vehicle #218 surplus, 2001 GMC Sonoma (VIN 1GTCS195718225708), and be traded to Wright Automotive for \$4,000.00.

The total price for the Ford F150 with all required options is \$21,205. Minus the \$4,000.00 trade in, the purchase order needs to be for \$17,205. The budgeted amount for this vehicle replacement is \$20,000, a savings of \$2,795 or 14% under budget.

Cc: James T. Knudsen, Director of Engineering Services
Phil Modaff, Director of Public Works
Jon Batek, Finance Director
Robert Mellor, Assistant Village Manager

RESOLUTION NO. _____

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

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

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

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

2001 GMC SONOMA - VIN 1GTCS195718225708

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

SECTION 1: That the Mayor and Board of Trustees of the Village of Carol Stream find that the personal property described in the attached "Exhibit "A", now owned by the Village of Carol Stream, is no longer useful and authorize its disposal as trade in per the attached memorandum dated January 15, 2014.

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

PASSED AND APPROVED THIS 21ST DAY OF JANUARY 2014.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager
FROM: William N. Cleveland, Assistant Village Engineer *WB*
DATE: January 14, 2014
RE: 450 Gundersen Dr. – Auto Mechanics Union Local 701
Stormwater Management & Conveyance Easement

The Village of Carol Stream has received a plat granting us an easement for the purposes of conveying and managing stormwater. This easement gives the Village very broad rights to construct, repair, operate and maintain storm sewer system and stormwater management facilities on private property. This easement is a requirement of the DuPage County Countywide Stormwater & Flood Plain Ordinance and must be granted to the Village. Therefore, staff recommends accepting this grant of easement for stormwater management and conveyance.

Cc: James Knudsen, Director of Engineering Services

Attachment

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING A GRANT OF STORM WATER MANAGEMENT
AND CONVEYANCE EASEMENT
(450 GUNDERSEN DRIVE - AUTO MECHANICS UNION LOCAL 701)**

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

SECTION 1: Approval is hereby given Accepting a Grant of Storm Water Management and Conveyance Easement for 450 Gundersen Drive (Auto Mechanics Union Local 701), PIN: 05-04-303-024. This easement gives the village easement rights to construct, repair, operate and maintain storm sewer system and storm water management facilities as required by the DuPage Countywide Stormwater & Flood Plain Ordinance. The Plat of Stormwater Management Conveyance and Easement is attached to this Resolution as Exhibit "A".

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 21st DAY OF JANUARY, 2014.

AYES:

NAYS:

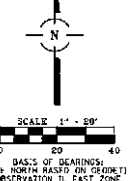
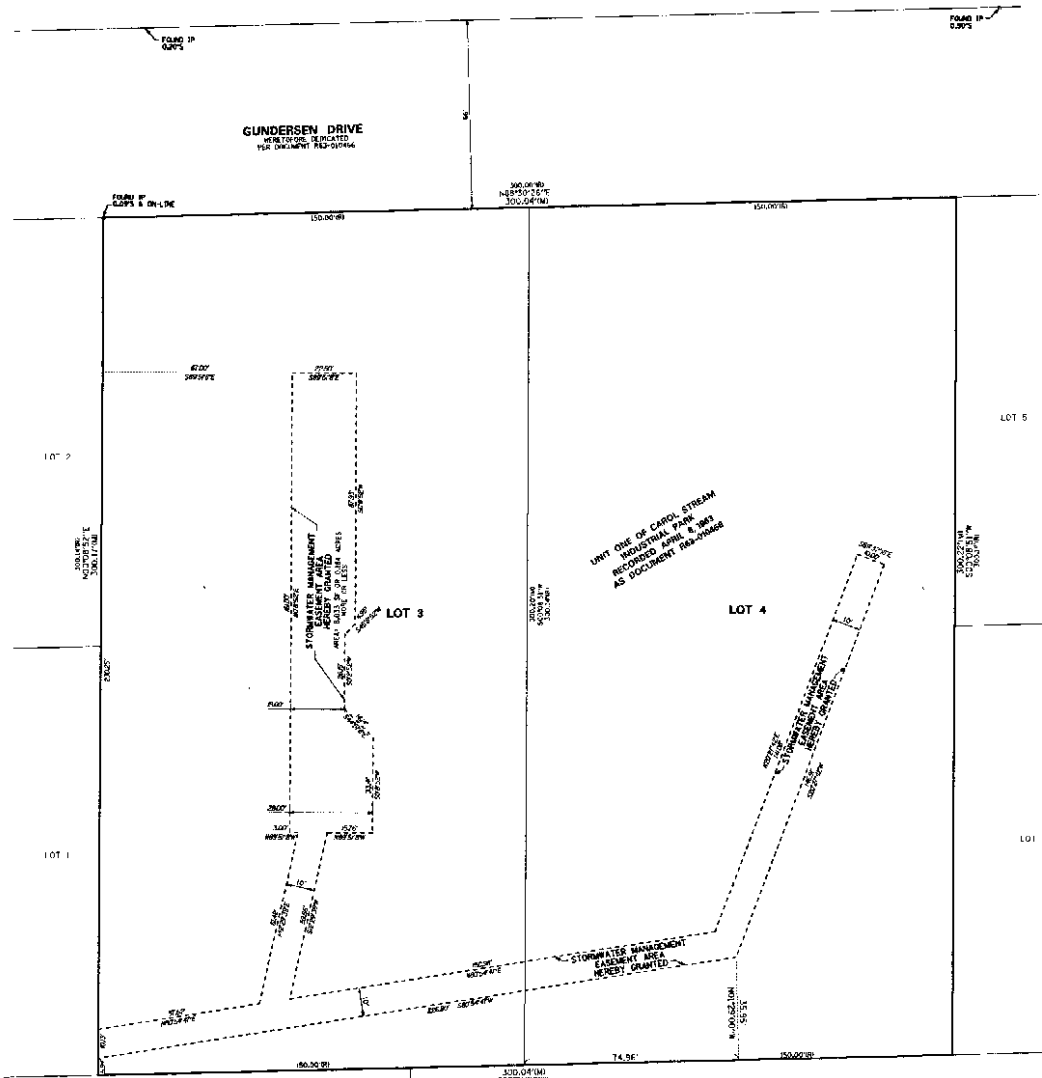
ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

PLAT OF EASEMENT



OWNER'S CERTIFICATE
STATE OF ILLINOIS
COUNTY OF DUPAGE

I, [NAME], do hereby certify that the land described in the annexed plat was caused to be surveyed as indicated thereon for the uses and purposes therein set forth, and does hereby acknowledge and agree that the same under the provisions of the Improvements Act, Chapter 127, Illinois Compiled Statutes, and to the Village of Carol Stream and to the utility companies operating under or in the control under a franchise from the Village, the utility easements which are shown on the plat or stated on their standard form maps is a planned utility.

OWNER

AUTOMOBILE MECHANICS UNION LOCAL 701
2521 KAMPELLEN DRIVE
CAROL STREAM, IL 60138

NOTARY PUBLIC

STATE OF ILLINOIS
COUNTY OF []

I, a Notary Public in and for said County in the State of Illinois, do hereby certify that [NAME] is personally known to me to be the same person(s) named herein before me this day in person and acknowledges that he/she/they intend to execute this plat as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL
THIS [] DAY OF [] A.D. 20[]

NOTARY PUBLIC

VILLAGE CLERK'S CERTIFICATE

STATE OF ILLINOIS
COUNTY OF DUPAGE

I, Village Clerk of the Village of Carol Stream, Illinois, hereby certify that the annexed plat has presented to me and its resolution duly approved by the Board of Trustees of the Village at its meeting held on [] A.D. 20[] and that the resolution and other documents and other documents that relate to the proposed improvement have been made for such time to be noted for the completion of the improvements required by the regulations of the Village.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND SEAL OF THE VILLAGE OF CAROL STREAM, ILLINOIS
THIS [] DAY OF [] A.D. 20[]

POLICE CLERK

VILLAGE PRESIDENT

RESOLUTION NUMBER: []

DUPAGE COUNTY RECORDS CERTIFICATE

STATE OF ILLINOIS
COUNTY OF DUPAGE

THIS INSTRUMENT [] WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS, ON THE [] DAY OF [] A.D. 20[] AT [] O'CLOCK [] A.M. AND WAS RECORDED IN BOOK [] OF PLATS ON PAGE []

RECORDER OF DEEDS

PROPERTY DESCRIPTION

LOTS 3 AND 4 IN UNIT ONE OF CAROL STREAM INDUSTRIAL PARK, 1/4 SECTION 4 TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE P.L. 84-303 RECORDING MAP, 11-30-2014 AS DOCUMENT REC-01466 IN DUPAGE COUNTY, ILLINOIS.
ADDRESS:
450 GUNDERSEN DRIVE
CAROL STREAM, ILLINOIS 60138
P.L. 84-303-024

STORMWATER MANAGEMENT AREA MAINTENANCE PROVISIONS

OWNER ON BEHALF OF ITSELF, ITS SUCCESSORS AND ASSIGNS, AND ALL FUTURE HEIRS OR OTHER PERSONS, HEREBY AGREES TO GRANT TO ANY PERSON OF THE PROPERTY WHICH IS THE SUBJECT OF THIS PLAT THE PROPORTIONATE, NECESSARY COVENANTS AND AGREES FOR THE VILLAGE OF CAROL STREAM, ILLINOIS.

OWNER SHALL MAINTAIN, OPERATE AND REPAIR THE PORTIONS OF THE IDENTIFIED AS THE "STORMWATER MANAGEMENT EASEMENT AREA" AS SHOWN ON THE ANNEXED PLAT CONSISTENT WITH THE PLAN AND SPECIFICATIONS APPROVED BY THE VILLAGE AND FROM HEREON FORTH FROM THE COMMENCEMENT OF THE TERM OF THE EASEMENT TO THE VILLAGE AND ITS DESIGNATED THE RIGHT OF ACCESS UPON, OVER AND ACROSS THE PROPERTY TO IMPROVE THE STORMWATER MANAGEMENT EASEMENT AREA AND TO PERFORM ANY MAINTENANCE OF SAID AREAS AND TO STORE EQUIPMENT NECESSARY TO THE WORK HEREON. THE OWNER HEREBY AGREES TO PROVIDE ALL SUPPLIES, EQUIPMENT AND LABOR FOR THE WORK HEREON AND TO BE RESPONSIBLE FOR THE COSTS OF SUCH WORK. WHERE PERSONAL INJURY OR MATERIAL DAMAGE TO PROPERTY MAY BE INCURRED BY THE VILLAGE AND SAID PROPERTY, THE VILLAGE FOR SUCH COSTS, WITH INTEREST AT THE LEGAL PREVALENT RATE CALLED FOR BY THE OFFICE OF THE TOWN CLERK, UPON ACCEPTANCE BY THE VILLAGE OF A CLAIM FOR REIMBURSEMENT, SHALL HAVE A FIRST PRIORITY CLAIM UPON THE PROPERTY TO SECURE REIMBURSEMENT.

IN ADDITION TO OTHER REMEDIES PROVIDED FOR ABOVE, UPON OWNER'S FAILURE TO MAINTAIN THE STORMWATER MANAGEMENT EASEMENT AREA AND FOR NOTICE, REPAIR, REIMBURSEMENT OR FORFEITURE OF VILLAGE'S RIGHT OF UTILITIES TO ALL RIGHTS BY LAW OR EQUITY TO ENFORCE THIS AGREEMENT, INCLUDING ALL REMEDIES FOR THE BREACH, IS A WAIVER BY THE OWNER OF ALL RIGHTS OF SUCH CHARACTER. THE VILLAGE SHALL BE LIABLE TO THE OWNER ON ANY CLAIM ARISING FROM SUCH WORK OR FROM ANY DAMAGE CAUSED BY IT IN THE PERFORMANCE OF ANY MAINTENANCE WORK HEREON PURSUANT TO THIS AGREEMENT, AND SUCH LIABILITY IS CAUSED BY BREACH OF ANY CONTRACT, FAILURE TO ENFORCE A RIGHT GRANTED HEREUNDER SHALL NOT BE A WAIVER OF SUCH RIGHT OR ANY OTHER RIGHTS HEREUNDER. NO PARTY SHALL BE LIABLE FOR FAILURE TO ENFORCE THE PROVISIONS HEREOF.

THE GRANT RECEIVED INTO TITLE - ALL RIGHT NOT MATERIALLY INCONSISTENT WITH THESE PROVISIONS, INCLUDING THE RIGHT TO IMPOUND THE PROPERTY AND TO GRANT EASEMENT AND OTHER RIGHTS AND INTERESTS TO AND TO SAID PROPERTY.

THE GRANTOR'S STATE OF ILLINOIS FOR THE FOREMAN SHALL BE QUALITY AND LEGALLY GUARANTEED FOR THE PERFORMANCE OF THE WORK HEREON. THE VILLAGE SHALL BE RESPONSIBLE FOR THE PERFORMANCE OF THE WORK HEREON. THE VILLAGE SHALL BE RESPONSIBLE FOR THE PERFORMANCE OF THE WORK HEREON.

STATE OF ILLINOIS
COUNTY OF DUPAGE

WE, SPACON, INC., AN ILLINOIS PROFESSIONAL DESIGN FIRM, BEARER OF A REGISTERED PROFESSIONAL SEAL, HAVE PREPARED THIS PLAT FOR THE PURPOSES OF CREATING AN EASEMENT AS SHOWN AND THAT THE PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE EASEMENT.

ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF, TO DISTANCES ON ANGLES, DIMENSIONS MAY BE ASSUMED BY SCALING.
GREEN LINE IS OUR LAND AND SOLID THIS DAY OF [] 20[]

VALID ONLY IF EMBOSSED SEAL AFFIXED
CONFORM ALL DIMENSIONS BEFORE BUILDING AND REPORT ANY DISCREPANCIES AT ONCE TO DISTRICT OR ANGLES, DIMENSIONS MAY BE ASSUMED BY SCALING.

REVISIONS	CONSIGNING IN CHARGE	DATE: 02/28/2013
12/05/2013	SPACON, INC.	
01/08/2014	OFF DEVELOPMENT PERMITS	ADD NOT 7417
01/08/2014	AND SURVEYS	FILED 02-01
		SHEET
		1 OF 1


9275 W. Higgins Road, Suite 200,
Chicago, Illinois 60630
Phone: (847) 696-6360 Fax: (847) 696-6365

PREPARED FOR:
AUTOMOBILE MECHANICS UNION LOCAL 701
450 GUNDERSEN DRIVE
CAROL STREAM, IL 60138

CAROL STREAM PROFESSIONAL
PAPE SOUTH REPRESENTATIVE
RECORDED OCTOBER 5, 2011
AS DOCUMENT RTI-5102



Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: William N. Cleveland, Assistant Village Engineer 
DATE: January 15, 2014
RE: Engineering Vehicle Purchase and Resolution Declaring
Surplus Property Owned by the Village of Carol Stream

Engineering Staff has researched the vehicles available on the Illinois Procurement Bulletin State bid list and request the purchase of a 2014 Ford F150 Flexible Fuel Vehicle (FFV). This is the only vehicle on the state bid list that meets our needs with an extended cab and has the ability to use E85 fuel. We also investigated purchasing a similar or smaller truck through a dealer and found higher prices. A similarly equipped truck priced on Ford's website is over \$32,000.

It was decided that rather than trade in the 2005 Ford Ranger used by Engineering staff, we would trade in one of the older vehicles in the Village fleet, the 2001 GMC Sonoma used by Administration maintenance staff. Although the Ranger has more mileage than the Sonoma, its maintenance costs are much less. The Ford Ranger will continue to be used by Administration maintenance staff.

Wright Automotive was the bid winner for the state contract and offered us the option of trading in the 2001 GMC Sonoma for \$4,000. Research of this type of vehicle revealed a trade in value of \$3,500 to \$4,900. Staff therefore recommends that the resolution be approved to declare vehicle #218 surplus, 2001 GMC Sonoma (VIN 1GTCS195718225708), and be traded to Wright Automotive for \$4,000.00.

The total price for the Ford F150 with all required options is \$21,205. Minus the \$4,000.00 trade in, the purchase order needs to be for \$17,205. The budgeted amount for this vehicle replacement is \$20,000, a savings of \$2,795 or 14% under budget.

Cc: James T. Knudsen, Director of Engineering Services
Phil Modaff, Director of Public Works
Jon Batek, Finance Director
Robert Mellor, Assistant Village Manager

RESOLUTION NO. _____

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

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

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

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

2001 GMC SONOMA - VIN 1GTCS195718225708

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

SECTION 1: That the Mayor and Board of Trustees of the Village of Carol Stream find that the personal property described in the attached "Exhibit A", now owned by the Village of Carol Stream, is no longer useful and authorize its disposal as trade in per the attached memorandum dated January 15, 2014.

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

PASSED AND APPROVED THIS 21ST DAY OF JANUARY 2014.

AYES:

NAYS:


ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: William N. Cleveland, Assistant Village Engineer 
DATE: January 15, 2014
RE: Resolution to Approve a Local Agency Agreement for Federal Participation – West Branch DuPage River/Fair Oaks Road Trail

An agreement needs to be executed between the Village and the Illinois Department of Transportation, acting in accordance with the Federal Highway Administration's policies and procedures. This agreement establishes guidelines for the contract and funding of the project.


The current cost estimate for engineering is \$161,388, of which \$129,063 is from FHWA funding and \$32,265 is from Village and Township funding. Actual costs will be used in the final division of cost for billing and reimbursement based on a 80/20 split for ITEP funds.

By execution of the Agreement, the Village is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the Village's total cost.

Engineering staff therefore recommends the agreement be approved and signed by the Mayor and returned to IDOT for final processing. If you have any questions, please call.

Cc: James T. Knudsen, Director of Engineering Services
Jon Batek, Finance Director

Attachment

 Illinois Department of Transportation Local Agency Agreement for Federal Participation	Local Agency Carol Stream	State Contract X	Day Labor	Local Contract	RR Force Account
	Section 10-00055-00-BT	Fund Type STE	ITEP and/or SRTS Number 102350		
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
		D-91-434-10	TE-00D1(817)		

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

Location

Local Name West Branch DuPage River / Fair Oaks Road Trail Route FAU 2542 Length 2.31 miles
 Termini St. Charles Road to Army Trail Road

Current Jurisdiction LA Existing Structure No NA

Project Description

Design Engineering for off-road bike trail.

Division of Cost

Type of Work	FHWA	%	STATE	%	LA	%	Total
Participating Construction		()		()		()	
Non-Participating Construction		()		()		()	
Preliminary Engineering	129,063	(80)		()	32,265	(BAL)	161,328
Construction Engineering		()		()		()	
Right of Way		()		()		()	
Railroads		()		()		()	
Utilities		()		()		()	
Materials		()		()		()	
TOTAL	\$ 129,063		\$		\$ 32,265		\$ 161,328

ITEP Funds not to exceed \$129,063

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.
 If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

Local Agency Appropriation

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

Method of Financing (State Contract Work)

METHOD A--Lump Sum (80% of LA Obligation) _____
 METHOD B-- _____ Monthly Payments of _____
 METHOD C--LA's Share _____ divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Agreement Provisions

THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the **LA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LA**, and **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) 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 department; and the **LA** agrees to cooperate fully with any audit conducted by the Auditor General and the department; 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.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, in lump sum, an amount equal to 80% of the **LA**'s estimated obligation incurred under this Agreement, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LA** will pay to the **STATE**, an amount equal to the **LA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the **LA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the **LA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The LA is responsible for the payment of the railroad related expenses in accordance with the LA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LA's certification that:
- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - The LA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the LA may invoice the STATE monthly for the FHWA and/or STATE share of the costs incurred for this phase of the improvement. The LA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the LA will submit to the STATE a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) (Single Audit Requirements) That if the **LA** expends \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. **LA's** that expend less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** with 30 days after the completion of the audit, but no later than one year after the end of the **LA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
- (26) That the **LA** is required to register with the Central Contractor Registration (CCR), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. If you do not have a CCR number, you must register at <https://www.uscontractorregistration.com>. If the **LA**, as a sub-recipient of a federal funding, receives an amount equal to or greater than \$25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LA's** certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the **LA** to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the **LA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the **LA** for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **LA**;
 - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the **LA**, the **LA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). In the absence of a USDOT – approved **LA** DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the **STATE's** USDOT approved Disadvantaged Business Enterprise Program.
- (5) In cases where the **STATE** is reimbursing the **LA**, obligations of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application

ADDENDA

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

Number 1 Location Map

(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all exhibits indicated above.

APPROVED

Local Agency

Honorable Frank Saverino, Sr.

Name of Official (Print or Type Name)

Mayor

Title (County Board Chairperson/Mayor/Village President/etc.)

(Signature)

Date

The above signature certifies the agency's TIN number is
36-2510906 conducting business as a Governmental
Entity.

DUNS Number _____

APPROVED

State of Illinois
Department of Transportation

Ann L. Schneider, Secretary of Transportation

Date

By:

Aaron A. Weatherholt, Deputy Director of Highways

Date

Omer Osman, Director of Highways/Chief Engineer

Date

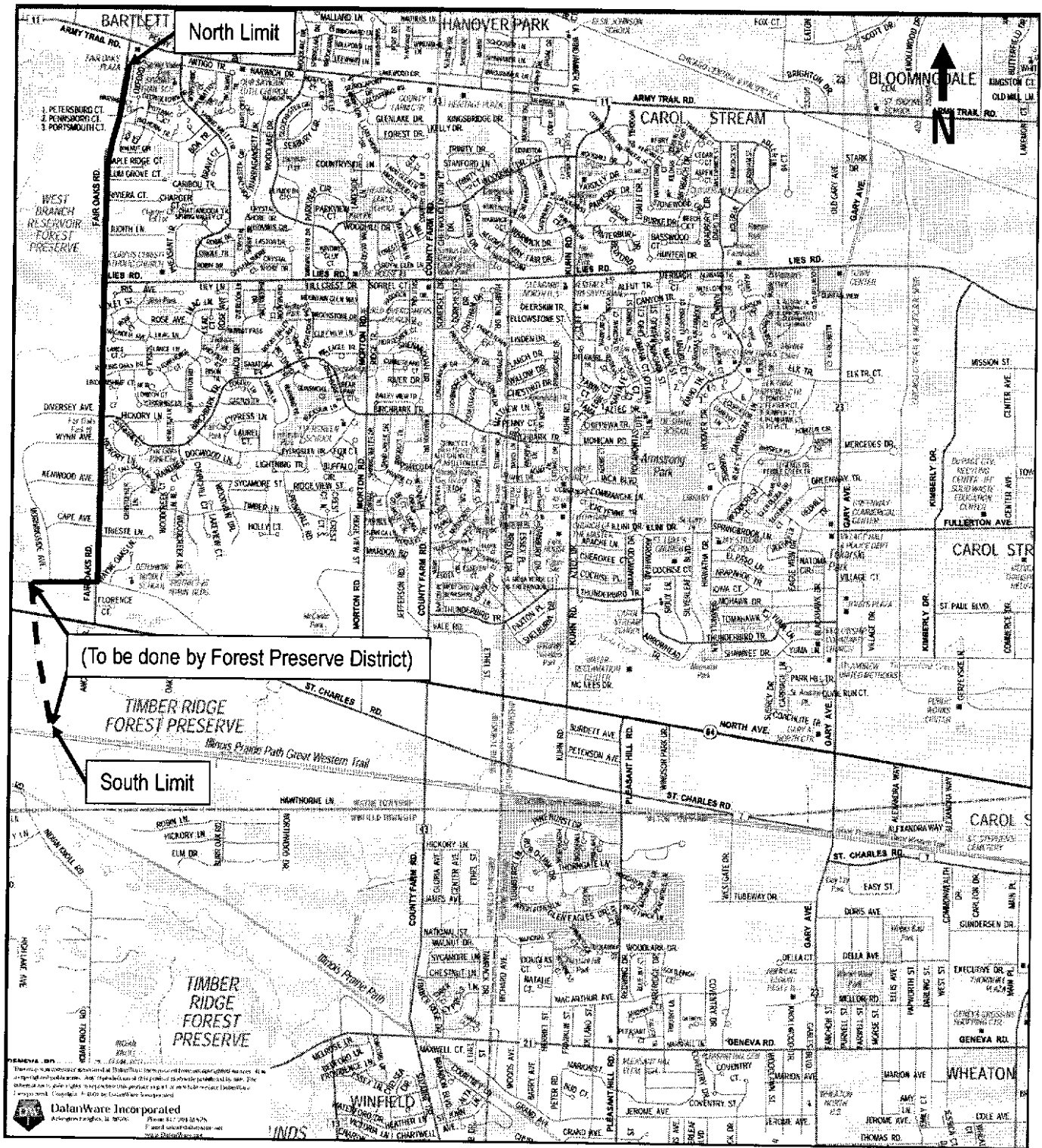
Michael A. Forti, Chief Counsel

Date

Tony Small, Director of Finance and Administration

Date

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



(To be done by Forest Preserve District)

South Limit

Section No. 10-0055-00-BT
 Project No.: TE-00D1(815)
 Job No.: P-91-434-10
 Village of Carol Stream, DuPage County
 Addendum #1

Location Map
 West Branch DuPage River Trail &
 Fair Oaks Road Bike Trail
 Great Western Trail to
 Army Trail Road

DalanWare Incorporated
 1100 N. Dearborn Ave., Suite 100
 Chicago, IL 60610
 Phone: 773.291.8424
 Fax: 773.291.8425
 Email: info@dalanware.com
 Website: www.dalanware.com

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF
A LOCAL AGENCY AGREEMENT FOR FEDERAL PARTICIPATION
BY AND BETWEEN THE VILLAGE OF CAROL STREAM AND
THE ILLINOIS DEPARTMENT OF TRANSPORTATION**

WHEREAS, the Mayor and Board of Trustees of the Village of Carol Stream have determined that it is in the best interest of the Village to enter into a Local Agency Agreement for Federal Participation with the Illinois Department of Transportation in the form of an Agreement attached hereto as Exhibit "A", and by this reference incorporated herein.

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

SECTION 1: That the Mayor and Village Clerk of the Village of Carol Stream be and the same are hereby authorized to execute the agreement, in the appropriate form, attached hereto as Exhibit "A" and as approved by the Village Attorney.

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

PASSED AND APPROVED THIS 21st DAY OF JANUARY, 2014.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

FROM: Robert J. Glees, Community Development Director *RJG*

DATE: January 13, 2014

RE: **Agenda Item For The January 21, 2014, Village Board Meeting - Approval Of An Agreement With Pace Suburban Bus For The Placement Of Bus Shelters Along Its Bus Routes.**

PURPOSE

The purpose of this memorandum is to request Village Board approval of an agreement with Pace Suburban Bus to place bus shelters in Carol Stream as part of an initiative to place more bus shelters throughout DuPage County, with the cost of the shelters to be offset by advertising revenues.

DISCUSSION

Recall that at a Village Board workshop on July 15, 2013, staff presented information to the Village Board regarding a request from Pace to enter into an agreement for the placement of bus shelters in Carol Stream as part of a Pace initiative to place more bus shelters throughout DuPage County. At that workshop, the Village Board gave direction to staff to proceed with the finalization of an agreement with Pace, consistent the following:

- ✓ Pace will bear the full installation costs for ad shelters, including the concrete pads, and will obtain permitting from IDOT and DuPage County where necessary.
- ✓ The Village will approve the shelter style and locations. The initial locations will be along Pace's 711 Route, which includes Gary Avenue, North Avenue and Schmale Road. Staff is currently coordinating these decisions with Pace and DuPage County, and we will bring a status update to the Village Board at a future date.
- ✓ Shelters will be maintained at least once per week by Titan Worldwide, including trash removal.
- ✓ Titan will ultimately be responsible for snow removal. However, the Village should recognize that Titan's response time will be a function of the number of shelters it maintains and the severity of the snowfall

event. The Village is not precluded from performing snow removal after any event if it so desires.

- ✓ The Village is free to provide amenities, such as bicycle racks, if it so desires.
- ✓ The shelters will have solar-powered lighting and QR codes for access to information.
- ✓ The amount of advertising area on the shelter is limited to 50% of the total wall area of the shelter.
- ✓ The advertising revenue share is 37.5% to Titan, 31.25% to Pace, and 31.25% to the Village.
- ✓ The Village will be free to advertise its own events at no cost if the ad space is unsold, or to pay for ad space if it so chooses.
- ✓ Alcohol and tobacco ads will not be allowed.

Staff has worked with Pace to finalize the agreement per the direction given by the Village Board. The Village Attorney has reviewed the agreement and found it acceptable.

RECOMMENDATION

Staff recommends that the Village Board, by motion, authorize Mayor Saverino to execute the attached agreement with Pace for the installation of ad shelters in the Village of Carol Stream.

Advertising Transit Shelter Agreement

THIS AGREEMENT is made and entered into this ____ day of _____, 2014, by and between the Suburban Bus Division of the Regional Transportation Authority, a unit of local government and municipal corporation created under the Regional Transportation Authority Act (hereinafter "Pace"); the Village of Carol Stream, a unit of local government and municipal corporation created under the laws of the State of Illinois (hereinafter "Municipality"); and Titan Outdoor, a private corporation (hereinafter "Titan").

WHEREAS, Municipality and Pace recognize the importance of providing passenger shelters within Municipality corporate limits to riders of public transportation, and

WHEREAS, Pace and Titan have entered into an agreement for the acquisition, installation and maintenance of passenger shelters placed within Pace's service region and for the sale of advertising space on such shelters (Pace Contract #103193C, (hereinafter "Contract")); and

WHEREAS, the Parties wish to set forth revenue sharing principles applicable to the income received from advertising shelters placed within Municipality's corporate limits, and to establish other parameters of the Program,

NOW THEREFORE, the Parties agree as follows:

1. Duration. This agreement shall remain in force for a minimum term of five (5) years from the date of execution hereof, and shall automatically be renewed for any additional five (5) year term, unless written notice to terminate is given by any party at least thirty (30) days prior to the end of the term.

2. Type and location of Shelters. For any shelter installation at any time during the duration of the Agreement, Municipality shall approve the number and locations of the shelters and the shelter design from the shelter types available to Pace at the time of construction. Any proposed concrete shelter pads shall require approval of the appropriate permitting authorities.

3. Inspection, Maintenance and Repair. Pace and/or Titan agrees that the shelters will be in conformity with applicable building codes of the Municipality. Pace and/or Titan are also responsible for obtaining state highway permits for all shelter locations on state routes, and municipal and/or county permits for other locations. Titan will inspect, maintain, repair, clean and service the shelters at least once per week. Titan shall repair or remove, if necessary, any shelter so in need, or if the shelter's condition presents a threat to public safety, within forty-eight (48) hours of notification from the Municipality.

4. Electricity. Ad shelters are electrified for nighttime illumination via a solar-powered unit. If solar power is unavailable, Pace/Titan shall connect to another source and pay all

sums that may become due for electrical energy supplied to the shelters and shall keep the Municipality indemnified against being called on to pay these sums.

5. Type of Advertising. Titan and Pace agree that they will utilize the shelters only for advertising material that is consistent with the Pace Advertisement Guidelines attached hereto as Exhibit A. Per those Guidelines, the Municipality does not permit advertising for alcohol beverage or tobacco products. Titan is responsible for the installation and removal of all advertising material as well as removal of any debris created by the aforementioned installation and removal. The total area of advertising material on any shelter shall not exceed fifty percent (50%) of the total wall area of the shelter. Only two-dimensional advertising material shall be allowed, and advertising material which alters the physical structure of the shelter shall not be permitted unless approved by the Municipality. In the event any advertisement does not meet the Pace Advertising Guidelines or the requirements of this Agreement, then either Pace or the Municipality may request that such advertisement be removed and Titan shall remove the advertisement within forty-eight (48) hours of such notification.

6. Duty to Remove. In the event the Municipality exercises its right of termination pursuant to Paragraph 1 above, Pace and Titan agree to remove all of their shelters within sixty (60) days of request for removal. If during any term of this Agreement there is a change to any bus route that would eliminate the necessity of any passenger shelter, Pace and Titan agree to remove such shelter within sixty (60) days of request for removal. If Pace and Titan fail to remove the shelters upon request, the Municipality shall have the right to remove them, and Pace and Titan jointly and severally shall be obligated to pay Municipality its costs for such removal.

7. Advertising Revenue Shares. Under the Contract, Pace is entitled to certain percentages of "gross billings", defined as the invoiced price to advertisers, less advertising agency commission and taxes, if any. For any advertising transit shelters placed within Municipality's corporate limits as a result of the Program, Municipality shall receive one-half (1/2) of Pace's share of gross advertising billings. Pace's share is 62.5%, so the Municipality's share is 31.25%.

8. Payment. Pace shall pay Municipality annually its share of advertising revenues referred to in Paragraph 7. Payments shall be made in March of the next succeeding year after any year in which Pace receives advertising income from the Program for shelter(s) placed within Municipality's corporate limits.

9. Hold Harmless. Municipality assumes no responsibility as to the condition of the shelters under the Program (i.e. maintenance, upkeep, or repair necessary to keep the premises or shelters in a safe and serviceable condition). Titan assumes liability for and shall indemnify and hold harmless Municipality and Pace, and their officers, officials, agents and employees, against any and all liabilities, losses, damages, costs, payments and expenses of any kind and nature, including attorney's fees, as a result of claims, demands, actions, suits, proceedings, judgments or settlements arising out of or in any way related to Titan's negligence or the execution, performance, non-performable, or

enforcement of this Agreement or the Contract by Titan, including enforcement of this indemnification provision, upon notice to Titan from Municipality or Pace and shall pay all costs and expenses incidental thereto. The indemnities contained in this Paragraph shall survive termination of this Agreement and the Contract. Notwithstanding the forgoing, nothing herein shall be deemed to indemnify municipality and/or Pace or release either of them from any liability or damage attributable to their negligence or willful misconduct. Titan will carry indemnity insurance against the above-mentioned liability in a sum of not less than two million dollars (\$2,000,000.00). The Municipality, Pace and the Regional Transportation Authority (RTA), its officers, officials, agents and employees shall be named as Additional Insureds to the General Liability coverage of this policy for the erection, maintenance and operation of the bus shelters located in the Municipality. Proof of said insurance will be provided upon request by the Municipality, Pace or the RTA.

10. Public Service Advertising. Municipality shall have the right to advertise community events or other public service notices if the advertising space is unsold. Municipality shall be responsible for any production costs, and must contact Titan for production, posting and removal.

11. Applicable Laws. This agreement shall be governed by the laws of the State of Illinois. Placement of shelters under the Program shall be subject to all applicable state and local permit procedures, and all advertising content shall be subject to local ordinances. Any suit commenced pursuant to this Agreement shall be brought in the Eighteenth Judicial Circuit, DuPage County, Illinois

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed and made as of the date written first above.

MUNICIPALITY

Pace

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Titan

Name: _____

Title: _____

Date: _____

EXHIBIT A

PACE ADVERTISING GUIDELINES

1. The ad space owned by Pace, the Suburban Bus Division of the Regional Transportation Authority, is offered for sale to create revenue for the agency. Pace or its designee may offer such space to advertisers. Pace restricts advertising content for such reasons as viewpoint neutrality, passenger safety, ridership maximization and revenue maximization.
2. All advertising must be truthful and be for a commercial purpose, not a non-commercial message. False, deceptive or misleading commercial advertising is not permitted. All advertising must comply with all applicable laws and regulations.
3. Advertising containing copy and/or art which is legally obscene or otherwise sexually explicit is not permitted. Copy and/or art which portrays violent acts or other graphic violence, including the depiction of bodies, body parts and fetuses which are in states of mutilation, dismemberment, disfigurement and/or decomposition, is not permitted.
4. Advertising for tobacco products is not permitted.
5. Advertisements for alcohol beverage products are permitted, as a demonstration for one year from January 1, 2013, on or in Pace-owned advertising space. Extension of the demonstration is subject to approval by the Pace Board of Directors. If Pace chooses not to continue the demonstration beyond the first twelve-month period, Pace must notify any advertising sales agent with written notice by October 1 of 2013 or any subsequent calendar year. The cancellation shall be effective December 31 of that calendar year. Advertisements for alcohol beverage products are subject to the following conditions:
 - a. The geographic distribution of the advertisements must refrain from geographic or racial/ethnic targeting. Buyers of alcohol advertisements to be placed on or in vehicles, or their agents, must purchase and install identical advertisements at a minimum of four bus garages, and must choose at least two garages from each group listed below:
 - i. Group A – North, River, Fox Valley, Heritage, South, Southwest
 - ii. Group B – West, McHenry, Northwest, North Shore, Highland Park, Batavia, Naperville, WestmontAlcohol advertising creative must be identical across all garages as outlined above; however, translation of copy to languages other than English is permitted.
 - b. The only buyer of alcohol advertisements who is exempted from rule 5(a) is a local business in possession of a liquor license. Such buyer shall be allowed single-garage or single-shelter selection of advertising space.
 - c. Advertisements for beer, wine and spirits are permitted. Advertisements for malt liquor are not permitted.
 - d. Advertisements for alcohol beverage products are not permitted on or inside shelters unless approved by the municipality in which the shelter is located.
 - e. Advertisements for alcohol beverage products are not permitted on paratransit vehicles or trolleys.
 - f. For general market advertising campaigns, all sizes of exterior bus displays are permitted except fully wrapped buses. Fully wrapped bus advertisements are permitted on “express bus to popular destination” services to all major sporting stadiums/arenas.
 - g. Alcohol advertisements on the interior of buses are limited to “Drink Responsibly” messaging or a maximum of (4) interior car cards that advertise alcohol products. The maximum number of interior displays is not subject to increase even if multiple advertisers purchase the space.
 - h. Alcohol advertisements are permitted within all bus terminals where advertising displays are approved.
 - i. Every alcohol advertisement, if in print format, shall contain a disclaimer that shall cover no less than 3 percent of the advertisement’s total space. The disclaimer shall read as follows: THE LEGAL DRINKING AGE IN THE STATE OF ILLINOIS IS 21 YEARS OLD. GOVERNMENT WARNING: (1) ACCORDING TO THE SURGEON GENERAL, WOMEN SHOULD NOT DRINK ALCOHOLIC BEVERAGES DURING PREGNANCY BECAUSE OF

THE RISK OF BIRTH DEFECTS AND (2) CONSUMPTION OF ALCOHOLIC BEVERAGES IMPAIRS YOUR ABILITY TO DRIVE A CAR, OR OPERATE MACHINERY, AND MAY CAUSE HEALTH PROBLEMS. PLEASE DRINK RESPONSIBLY.

- j. Advertisements for alcohol beverage products may not contain images of persons under age 21 using the product.
 - k. All proposed alcohol advertisements ("the creative") are to be reviewed by Pace management prior to actual production.
 - l. Revenue from alcohol advertising and the total number of alcohol ad displays sold are to be reported to Pace on a monthly basis by the advertising sales agent.
 - m. All large-format displays (Fullbacks, Ultra Super Kings, Wrapped Buses) containing alcohol advertising are to be removed at the conclusion of the client's media contract.
6. If an advertisement contains a testimonial then, upon request, the sponsor shall provide to Pace documentation that the person making the testimonial has authorized its use in the advertisement. The sponsor must indemnify Pace against any legal action by any person quoted or referred to in any testimonial advertisement placed in the Pace system. Such indemnity shall be in a form and substance acceptable to Pace.
 7. Advertisers shall avoid illustrations or references which encourage persons to refrain from using safety precautions normally used in any activity.
 8. Commercial advertising offering premiums or gifts must not misstate their value.
 9. Use of Pace graphics, explicit Pace representations or indirect references to Pace or its employees in advertising is subject to approval by Pace.
 10. No implied or declared endorsement of any product or service by Pace is permitted.
 11. Advertisement advocating or proposing transactions which would constitute unlawful discrimination, or which would be illegal for any other reason, are not permitted. Advertisements which are directed to inciting or producing imminent lawless or discriminatory action and which are likely to incite or produce such action are not permitted. Advertisements containing profanity, defamatory or inflammatory statements directed at any individual or group, including but not limited to statements based on a person's or people's race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital or parental status, military discharge status or source of income, are not permitted.
 12. All advertisements of a political nature are to contain the statement: "Paid political advertisement. No Pace endorsement implied" in bold type of at least 84 points (1 inch) for exterior bus ads, 18 points (0.25 inches) for interior bus ads, and 9 points (0.125 inches) for web site ads.
 13. Prior to installation, the camera-ready artwork and copy must be submitted by an advertiser to the Advertising Offeror for approval, based on these Guidelines. Any advertising which may violate the guidelines will be submitted to Pace by the Offeror for review and approval by Pace in accordance with these guidelines.
 14. Pace reserves the right to reject or remove any advertising which it deems to not be in full compliance with these guidelines. Pace's Executive Director or his/her designee shall make the final determination as to whether such advertising meets these Guidelines.

Amended and adopted December 12, 2012

Village of Carol Stream
Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager
FROM: Robert J. Glees, Community Development Director *RJG*
DATE: January 15, 2014
RE: **Agenda Item for the January 21, 2014, Village Board Meeting - PC/ZBA Case 12134, Buchanan Energy, 870 Army Trail Road Request for Extension of Special Use Approvals**

PURPOSE

The purpose of this memorandum is to convey to the Village Board a request from Buchanan Energy for an extension of the time period of Special Use Permit approvals for the proposed *Bucky's Express* at 870 Army Trail Road.

DISCUSSION

At their August 6, 2012, meeting, the Village Board adopted Ordinance 2012-08-29, which granted the zoning approvals necessary for the redevelopment of the vacant Mobil gas station at the southwest corner of Army Trail Road and County Farm Road as a new 4,200 square foot *Bucky's Express* convenience store and conveyor-style car wash. The zoning approvals granted for the proposed redevelopment include:

- Amendment to the existing **Special Use Permit** for the County Farm Shopping Center Planned Unit Development,
- Amendment to the existing **Special Use Permit** for Auto Service Station,
- **Special Use Permit** for Automobile Laundry, and
- Final PUD Plan.

These approvals were granted by the Village Board nearly 18 months ago, and will soon be subject to termination if the Village so chooses. Section 16-15-8(H) of the Carol Stream Zoning Code states as follows:

(H) *Termination of special use permit.*

(1) *A special use permit granted by the Board of Trustees shall be subject to termination in the manner provided herein below under any of the following circumstances:*

(a) *Failure to commence construction of the proposed use within 18 months from and after the date of the granting of the*

- permit. Construction shall not be deemed to have commenced unless and until all necessary permits have been obtained, the site has been properly graded, all foundations and footings are in place and all utilities have been provided for;
- (b) Failure to carry the construction work forward expeditiously with adequate forces for a period of 18 months out of any 24-month period;
 - (c) Following the issuance of occupancy permits, abandonment or other failure to utilize the property for the purposes permitted by the special use for a period of two months out of any consecutive six-month period; and/or
 - (d) Upon written application, the Board of Trustees may authorize extensions of any time period specified herein above, but each such extension shall not exceed one year at a time.
- (2) Upon written application by any person or any village official following the expiration of any time period or authorized extension thereof, as provided herein above, the Plan Commission shall hold a public hearing with regard to whether any of the conditions described in division (H)(1) above exist and whether on account of such conditions and other circumstances the special use permit shall be terminated or whether the property shall be rezoned to another use. Public notice of such hearing shall be given by newspaper publication and the legal owner of record of the subject property shall be notified by certified mail, return receipt requested. The hearing shall otherwise be conducted in accordance with the procedures required by state law and by this chapter for an amendment to the Zoning Code.

As the three Special Use Permit approvals noted above (one new Special Use Permit and Amendments to two existing Special Use Permits) were granted by the Village Board on August 6, 2012, the approvals are subject to termination by the Village Board on or after February 6, 2014, in accordance with §16-15-8(H)(1)(a). Such termination would require written application by "any person or Village official," a public hearing before the Plan Commission, and a recommendation to the Village Board for final action. However, the applicant may request an extension of the Special Use Permit approval time period in accordance with §16-15-8(H)(1)(d).

Attached is a letter from Richard J. McMahon of Buchanan Energy requesting a one-year extension of the Special Use Permit approvals. In his letter, Mr. McMahon states that Buchanan Energy is attempting to purchase the adjacent, vacant *Kentucky Fried Chicken* restaurant property so as to design and build the *Bucky's Express* project "in a more expansive way thereby allowing more

landscaping and less (*sic*) variations to Village codes.” Buchanan has been unable thus far to consummate the purchase, but they are reluctant to proceed with construction of the approved, albeit smaller, *Bucky's* redevelopment project until such time as they have exhausted all efforts to purchase the KFC property. If Buchanan is successful in purchasing the KFC property, they would seek revised approvals for a new redevelopment plan.

RECOMMENDATION

Staff agrees that the larger *Bucky's Express* concept would be preferable than the smaller one for redevelopment of the former *Mobil* gas station, and we have no objection to the request to extend the term of the Special Use Permit approvals for one year to February 6, 2015. If the Village Board concurs, they may grant the requested extension by motion.

RJG:bg

C: Richard McMahon (via e-mail)

t:\planning\plan commission\staff reports\2012 staff reports\12134a.buckysexpress.sup.gac.sub.vbmemoextension.docx

Buchanan Energy (N) LLC

5412 REGENTS PARK ROAD ROCKFORD, IL 61107
(402)718-6724

January 14, 2014

Mr. Frank Saverino, Mayor
Village of Carol Stream
500 N. Gary Avenue
Carol Stream, IL 60188

Via E-Mail
Bglees@carolstream.org

Re: Buchanan Energy (N), LLC
Carol Stream, IL, 870 Army Trail Road

Dear Mayor Saverino:


On August 6, 2012, a special use was granted for the construction and operation of the Bucky's Express at the referenced location. This approval included a gasoline filling station, convenience store and car wash.

The Village Code requires that the Board may act to terminate the Special use Permit in the event that the applicant/owner fails to commence construction within 18 months after its granting. That date is February 6, 2014. However, the code also allows the Village Board to authorize a one year extension of that approval.

Buchanan Energy (N), LLC, hereby requests that the Village Board authorize a one year extension of the Special Use Permit.

This extension is requested as we are attempting to purchase the closed KFC restaurant building immediately to the south of our property. Our interest in the property is motivated by the fact the property is vacant, obsolete, and listed for sale. Acquiring it would allow us to design and build our facility in a more expansive way thereby allowing more landscaping and less variations to Village codes. A contract has been negotiated between the owners and ourselves to the point where we advised by one of the principals and by owners' attorney that we had reached agreement on most of the terms, but that issues with another tenant on the site was preventing the owners from executing the Purchase and Sale Contract. It is a once in a lifetime opportunity to make the corner development even better than what we have been approved to construct. We are anxiously hoping the owners will execute the Contract.

For the Company,



Richard J. McMahon

Village of Carol Stream
Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager
FROM: Ann Delort, Secretary *ad*
DATE: January 15, 2014
RE: Raffle License Application
Winfield School District 34 PTO

The Winfield School District 34 PTO and the Winfield Education Foundation will be hosting a Trivia Night Fundraiser on Saturday, February 8, 2014 from 6:30 pm – 11:00 pm at the American Legion in Carol Stream and has submitted a raffle application. Raffle tickets will be sold for \$5.00 each or 5 for \$20.00.

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 upcoming Tuesday, January 21, 2014 Board meeting.

Thank you,

ad
Attachment

Winfield Education



Foundation

0S150 Winfield Road
Winfield, IL 60190

To the Village of Carol Stream/Board of Trustees,

On February 8, 2014, the Winfield School District 34 PTO and the Winfield Education Foundation will be hosting a Trivia Night Fundraiser to support our schools. The monies raised will benefit District 34 students by covering such costs as school supplies, educational field trips, and classroom technology.

A raffle/silent auction would be our main source of fundraising at this event. We are requesting a raffle license from the Village of Carol Stream, and ask you to consider waiving the raffle fee and fidelity bond fee in support of our school.

The Trivia Night Fundraiser will be held at the Carol Stream American Legion Hall on Feb. 8, 2014. It will include trivia games, a raffle and silent auction. We are seeking prize donations from local businesses who are interested in supporting our schools. Donors will be recognized in event emails, on the PTO website, and in raffle booklets. All funds received from this fundraiser, after event expenses, will go directly to benefit the students and teachers of Winfield District 34. We anticipate expenses for venue and supplies. Food is being donated and brought by attendees. PTO volunteers are running the trivia games. This is the first trivia night event that we have hosted, so we do not know exactly how much money will be raised. Currently, we estimate that we will raise ~~\$500~~ ^{\$500 - \$1,500} from the raffle and silent auction.

Thank you for taking the time to review our request for a license and waiver of fees. Please let us know if you have any questions.

Contact: Eileen Tibble
773-655-7304 | emtibble@gmail.com

Mailing address:
Winfield Schools PTO – Trivia Night
0S150 Winfield Road
Winfield, IL 60190

EIN: 01-0692701

Sincerely,

Dan Janowick and Eileen Tibble, PTO Co-Presidents
Donna Bartlett, WEF President
Suzy Pereckas, Trivia Night Coordinator

Phone 630/909-4900
FAX: 630/260-2382

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on January 21, 2014**

AGENDA ITEM
L-1 1-21-14

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
ACCESS ONE					
SERV FOR DEC/2013	2,164.48	01650100-52230	TELEPHONE	1435308 01/02/14	
	<u>2,164.48</u>				
ACCURATE OFFICE SUPPLY CO					
OFFICE SUPPLIES	32.08	01650100-53314	OFFICE SUPPLIES	266955	
	<u>32.08</u>				
ACTION LOCK & KEY					
KEYS	7.00	01680000-53319	MAINTENANCE SUPPLIES	014 11/25/13	
	<u>7.00</u>				
ADVANCED LAMINATING 7 FINISHING					
DRY ERASE CALENDAR	107.45	01670100-53314	OFFICE SUPPLIES	PSC1	
	<u>107.45</u>				
AJD CONCRETE CONSTRUCTION CORP					
SNOW PLOW ENVENT 1/2/14	2,694.27	01670200-52266	SNOW REMOVAL	2013-0006	
SNOW PLOW EVENT 1/1/14	4,973.43	01670200-52266	SNOW REMOVAL	2013-0004	
SNOW PLOW EVENT 1/2/14	4,883.59	01670200-52266	SNOW REMOVAL	2013-0005	
SNOW PLOW EVENT 1/4, 1/5 2014	5,129.38	01670200-52266	SNOW REMOVAL	2013-0007	
SNOW PLOW EVENT 1/5/14	7,042.96	01670200-52266	SNOW REMOVAL	2013-0008	
SNOW PLW EVENT 12/31/13 & 1/01/14	5,476.53	01670200-52266	SNOW REMOVAL	2013-0003	
	<u>30,200.16</u>				
AJR INTERNATIONAL					
DASH REPAIRS	200.00	01696200-53353	OUTSOURCING SERVICES	57080	
	<u>200.00</u>				
ALL WAYS FASTENERS INC					
CABLE TIES	143.22	01670300-53317	OPERATING SUPPLIES	75801	
	<u>143.22</u>				

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AMER PLANNING ASSN					
APA - SWATI	188.00	01640100-52234	DUES & SUBSCRIPTIONS	199454	
	188.00				
AMERICAN EXPRESS MERCHANT SERVICES					
AMEX MERCHANT FEES DEC/2013	4.91	04103100-52221	UTILITY BILL PROCESSING	INV 857-3 DEC/2013	
AMEX MERCHANT FEES DEC/2013	4.92	04203100-52221	UTILITY BILL PROCESSING	INV 857-3 DEC/2013	
AMEX MERCHANT FEES DEC/2013	17.89	04103100-52221	UTILITY BILL PROCESSING	INV 969-3 DEC/13	
AMEX MERCHANT FEES DEC/2013	17.89	04203100-52221	UTILITY BILL PROCESSING	INV 969-3 DEC/13	
	45.61				
AMERICAN FIRST AID					
1ST AID SUPPLIES	19.97	01670100-53317	OPERATING SUPPLIES	152482	
FIRST AID 11/15/13	53.32	01650100-53317	OPERATING SUPPLIES	160673	
FIRST AID SUPPLIES	9.19	01670100-53317	OPERATING SUPPLIES	154120	
FIRST AID SUPPLIES	16.59	01670100-53317	OPERATING SUPPLIES	152035	
	99.07				
AMERICAN LEGAL PUBLISHING CORP					
FINAL AMTS - VC UPDATES	5,416.00	01580000-52253	CONSULTANT	96094	
	5,416.00				
AMERICAN MESSAGING					
SERV FOR DEC/13	6.94	01662600-52243	PAGING	1113407NL	
SERV FOR DEC/13	20.83	01662500-52243	PAGING	1113407NL	
	27.77				
AMERICAN SALE					
POOLSKIMMER4BRINE	8.99	01670200-53317	OPERATING SUPPLIES	72899	
	8.99				

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AMERICAN SOCIETY OF CIVIL ENGINEERS					
BRIDGES 2014 CALENDAR	35.00	01620100-53314	OFFICE SUPPLIES	1042701783	
	<u>35.00</u>				
ASSOCIATION OF POLICE SOCIAL WORKERS					
M THOMAS, K MCNAMARA, E MOLLOY	120.00	01662500-52234	DUES & SUBSCRIPTIONS	2014 ANNL DUES	
	<u>120.00</u>				
AUTO TRUCK GROUP					
UPFIT FOR SQUAD #638	4,410.00	01662700-52212	AUTO MAINTENANCE & REPAIR	1130728	
UPFIT FOR SQUAD #638	5,303.00	01662700-53350	SMALL EQUIPMENT EXPENSE	1130728	
	<u>9,713.00</u>				
B & F CONSTRUCTION CODE SERVICES, INC					
PLAN REVIEW 520 NORTH AVE	200.00	01643700-52253	CONSULTANT	38545	
PLUMBING INSPEC'S FOR DEC/13	1,834.40	01643700-52253	CONSULTANT	38608	
	<u>2,034.40</u>				
BANK OF AMERICA MERCHANT SERVICES					
CC MERCHANT FEES DEC/2013	1.25	04103100-52221	UTILITY BILL PROCESSING	INV 0887-DEC/2013	
CC MERCHANT FEES DEC/2013	1.25	04203100-52221	UTILITY BILL PROCESSING	INV 0887-DEC/2013	
CC MERCHANT FEES DEC/2013	419.21	04103100-52221	UTILITY BILL PROCESSING	INV 2882 DEC/2013	
CC MERCHANT FEES DEC/2013	419.22	04203100-52221	UTILITY BILL PROCESSING	INV 2882 DEC/2013	
	<u>840.93</u>				
BATTERY SERVICE CORPORATION					
GLASS MATT	233.00	01696200-53354	PARTS PURCHASED	239511	
	<u>233.00</u>				
BEST BUY					
CABLE-ADM COMPUTER	14.99	01660100-53317	OPERATING SUPPLIES	00176805	
	<u>14.99</u>				

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BRACING SYSTEMS					
LIFTING STRAP	39.96	04201600-53317	OPERATING SUPPLIES	224219-1	
PINK MARKING PAINT	124.20	01621300-53317	OPERATING SUPPLIES	224004-1	
RUBBER BOOTS	24.95	04200100-53324	UNIFORMS	224717-1	
	<u>189.11</u>				
BRISCOE SIGNS LLC					
CONCEAL WEAPON DECAL	127.50	01680000-53319	MAINTENANCE SUPPLIES	2307	
	<u>127.50</u>				
C S FIRE PROTECTION DISTRICT					
PERMITS- DECEMBER 2013	360.00	01-24416	DEPOSIT-FIRE DISTRICT PERMIT	PERMITS DEC/13	
	<u>360.00</u>				
C S PUBLIC LIBRARY					
PPRT FOR THE COLLECTION OF JAN/14	6,050.75	01000000-41102	PERSONAL PROPERTY REPLAC TAXPPRT JAN/14		
	<u>6,050.75</u>				
CANON SOLUTIONS AMERICA					
COPR MTC 10/11-11/10	7.22	01670100-52231	COPY EXPENSE	4011558908	
COPR MTC 10/11-11/10	7.22	04200100-52231	COPY EXPENSE	4011558908	
COPIER CHRG'S 11/30 - 12/30 2013	60.12	01640100-52226	OFFICE EQUIPMENT MAINTENAN	4011696927	
	<u>74.56</u>				

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CARQUEST AUTO PARTS					
AIR FILTER	5.64	01696200-53354	PARTS PURCHASED	2420290828	
AIR FILTER	37.06	01696200-53354	PARTS PURCHASED	2420292883	
BATTERY & SOCKET	109.28	01696200-53354	PARTS PURCHASED	2420291557	
BATTERY RETURN	-17.00	01696200-53354	PARTS PURCHASED	2420291577	
BRAKE PAD/ROTOR	111.99	01696200-53354	PARTS PURCHASED	2420291250	
CAPSULE	60.18	01696200-53354	PARTS PURCHASED	2420293049	
FUEL FILTERS	16.18	01696200-53354	PARTS PURCHASED	2420292810	
HOSES AND FILTERS	56.71	01696200-53354	PARTS PURCHASED	2420293153	
MAG PICK UP	18.59	01696200-53354	PARTS PURCHASED	2420293267	
OIL FILTER	41.82	01696200-53354	PARTS PURCHASED	2420292815	
PARTS FOR CHARGER	94.18	01696200-53354	PARTS PURCHASED	2420292411	
PARTS FOR TAHOE	55.75	01696200-53354	PARTS PURCHASED	2420291989	
WIPER BLADE	29.38	01696200-53354	PARTS PURCHASED	2420293105	
	<u>619.76</u>				
CHOCTAW-KAUL					
BONDED PADS	144.47	04201600-53317	OPERATING SUPPLIES	2607278-00	
CREDIT SAFETY JACKET	-55.99	01670100-53324	UNIFORMS	2605118-00	
FUELCANS	104.04	01696200-53317	OPERATING SUPPLIES	2605991-00	
FUELCANS	217.81	04201600-53317	OPERATING SUPPLIES	2605991-00	
FUELCANS	350.61	01670400-53317	OPERATING SUPPLIES	2605991-000	
	<u>760.94</u>				
CITY LIMITS CLEANING SYSTEMS INC					
TRUCK CLEANING CHEM	560.70	01670200-53317	OPERATING SUPPLIES	4263	
VALVE STATION	292.16	01670200-53350	SMALL EQUIPMENT EXPENSE	4308	
	<u>852.86</u>				
CLARK BAIRD SMITH LLP					
LABOR COUNSEL - DEC/2013	2,427.50	01570000-52238	LEGAL FEES	4051	
	<u>2,427.50</u>				

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COMCAST CABLE					
11/11-12/10/13 FEE	64.95	01664700-53330	INVESTIGATION FUND	0304788 11/4	
	<u>64.95</u>				
COMED					
SERV FRM 11/14 - 12/19 2013	159.89	01670600-53210	ELECTRICITY	6337409002DEC/13	
SERV FRM 11/15 - 12/18 2013	1,046.82	04201600-52248	ELECTRICITY	0300009027DEC/13	
SERV FRM 11/15 - 12/20 2013	15.26	01670600-53210	ELECTRICITY	0503155026DEC/13	
SERV FRM 11/15 - 12/20 2013	15.26	01670600-53210	ELECTRICITY	1865134015DEC/13	
SERV FRM 11/15 - 12/20 2013	32.85	01662300-52298	ATLE SERVICE FEE	4202129060DEC/13	
SERV FRM 11/15 - 12/20 2013	61.17	01670300-53213	STREET LIGHT ELECTRICITY	1043062112DEC/13	
SERV FRM 11/15 - 12/20 2013	103.32	01670300-53213	STREET LIGHT ELECTRICITY	6675448009DEC/13	
SERV FRM 11/15 - 12/20 2013	106.36	01670300-53213	STREET LIGHT ELECTRICITY	3153036011DEC/13	
SERV FRM 11/18 - 12/20 2013	15.26	01670600-53210	ELECTRICITY	4483019016DEC/13	
SERV FRM 11/19 - 12/21 2013	35.89	01670300-53213	STREET LIGHT ELECTRICITY	1603109101DEC/13	
SERV FRM 11/20 - 12/23 2013	24.75	01670600-53210	ELECTRICITY	5838596003DEC/13	
SERV FRM 11/22 - 12/27 2013	177.90	01670300-53213	STREET LIGHT ELECTRICITY	0815164035DEC/13	
SERVFRM 11/18 - 12/20 2013	63.28	04101500-52248	ELECTRICITY	0291093117DEC/13	
	<u>1,858.01</u>				
CONSTELLATION NEW ENERGY					
SERV FRM 11/08- 12/10 2013	285.20	04101500-52248	ELECTRICITY	0012883387-0001	
SERV FRM 11/14 - 12/17 2013	2,341.09	04201600-52248	ELECTRICITY	001277233-0001DEC/13	
SERV FRM 11/15 - 12/18 2013	2,662.93	04201600-52248	ELECTRICITY	0012813220-001DEC/13	
	<u>5,289.22</u>				
COSTCO WHOLESALE					
2014 MEMB VOCS	110.00	01650100-52234	DUES & SUBSCRIPTIONS	111809061286	
	<u>110.00</u>				
CSR ROOFING CONTRACTORS INC					
NORTH GARAGE ROOF RPLMNT-FINAL PAYMENT	45,214.50	11740000-55487	FACILITY CAPITAL IMPROVEMENT 13C704-4		20140026
	<u>45,214.50</u>				

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CVS					
LYSOL WIPES	20.00	01662600-53317	OPERATING SUPPLIES	9785	
LYSOL WIPES	21.65	01662600-53317	OPERATING SUPPLIES	9781	
TAX -WIPES CRED	-21.65	01662600-53317	OPERATING SUPPLIES	9784	
	<u>20.00</u>				
DAVID G BAKER					
VLG BOARD MTG TELECAST 1/6/14	105.00	01650100-52253	CONSULTANT	010614	
	<u>105.00</u>				
DELUXE TOWING					
DIS. SQUADS	20.00	01662700-52212	AUTO MAINTENANCE & REPAIR	75250(1)	
DIS. SQUADS	20.00	01662700-52212	AUTO MAINTENANCE & REPAIR	78046	
DIS. SQUADS	20.00	01662700-52212	AUTO MAINTENANCE & REPAIR	78397	
DIS. SQUADS	20.00	01662700-52212	AUTO MAINTENANCE & REPAIR	78940	
	<u>80.00</u>				
DISCOVERY BENEFITS					
FLEX SPENDING ADMIN -DEC/13	200.00	01600000-52273	EMPLOYEE SERVICES	429412-IN	
	<u>200.00</u>				
DU COMM					
QRTLY SHR FEB 1 2014-APRIL 30 2014	150,939.00	01662700-52245	GENERAL COMMUNICATIONS	15076	
	<u>150,939.00</u>				
DUPAGE COUNTY					
DATA PROC POLICE DEPT FLAT FEE DEC/13	250.00	01662600-52247	DATA PROCESSING	2592	
	<u>250.00</u>				
DUPAGE COUNTY CLERK					
NOTARY COMM RNWL CHAD PASKEVICZ	10.00	01662600-52234	DUES & SUBSCRIPTIONS	PASKEVICZ-COM RNWL	
	<u>10.00</u>				

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DUPAGE COUNTY MAJOR CRIMES TASK FORCE					
ANNUAL DUES MCTF 2014	500.00	01662400-53330	INVESTIGATION FUND	2014 ANNL DUES	
	<u>500.00</u>				
EJ EQUIPMENT INC					
STREET SWEEPER PARTS	449.96	01696200-53354	PARTS PURCHASED	0059666	
	<u>449.96</u>				
ELEVATOR INSPECTION SERVICES					
ELEV INSP 12/18/13 VLG HALL	130.00	01680000-52244	MAINTENANCE & REPAIR	43670	
	<u>130.00</u>				
ERYOPS BODYCRAFT INC					
BODY REPAIR ON FORD ESCAPE	664.86	04200100-52212	AUTO MAINTENANCE & REPAIR	5435	
BODY REPAIR ON FORD ESCAPE	664.87	01670100-52212	AUTO MAINTENANCE & REPAIR	5435	
	<u>1,329.73</u>				
FACTORY CARD OUTLET					
VOLUNTEER SUPPLIES	41.40	01664773-53325	COMMUNITY RELATIONS	5105/70	
	<u>41.40</u>				
FERGUSON WATERWORKS					
WATER SYSTEM FITTINGS	127.13	04201600-53317	OPERATING SUPPLIES	059648	
WATER SYSTEM FITTINGS	4,534.16	04201600-53317	OPERATING SUPPLIES	059058	
	<u>4,661.29</u>				
FOLDER FACTORY INC					
MINI FOLDER ADDT'L	23.56	01750000-52288	CONCERT SERIES	138627994062	
MINI FOLDERS	39.98	01750000-52288	CONCERT SERIES	138507676835	
	<u>63.54</u>				
GAS PURCHASES-MASTERCARD					
GASOLINE-MILLER	37.01	01662400-53313	AUTO GAS & OIL	240133	
	<u>37.01</u>				

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GASAWAY DISTRIBUTORS INC					
CALCIUM CHLORIDE	1,596.00	01670200-53335	SALT	1032821	
	<u>1,596.00</u>				
GENERAL DYNAMICS					
TRAINING 5/20-22 2014-K BABOR, D O'BRIEN	1,190.00	01-13010	PRE-PAID ITEMS	50000906	
	<u>1,190.00</u>				
GLOBAL EQUIPMENT COMPANY					
CABINET	316.20	01670200-53350	SMALL EQUIPMENT EXPENSE	106221460	
CABINET	316.21	01670400-53350	SMALL EQUIPMENT EXPENSE	106221460	
CABINET	316.21	01670500-53350	SMALL EQUIPMENT EXPENSE	106221460	
CABINET	316.21	01670700-53350	SMALL EQUIPMENT EXPENSE	106221460	
	<u>1,264.83</u>				
GO DADDY					
SSL CERT-WEB/EMAIL SRV 1YR	674.97	01652800-52255	SOFTWARE MAINTENANCE	631528232	
	<u>674.97</u>				
GOLF & BUSSE TOWING					
SEIZED AUTO	135.00	01662700-52212	AUTO MAINTENANCE & REPAIR	28874	
SEIZED AUTO	135.00	01662700-52212	AUTO MAINTENANCE & REPAIR	30544	
SEIZED AUTO	135.00	01662700-52212	AUTO MAINTENANCE & REPAIR	30949	
	<u>405.00</u>				
GORDON FLESCH COMPANY INC					
COPIER CHR9 10/23-11/7	102.19	01662600-52226	OFFICE EQUIPMENT MAINTENAN	10606951	
FAX MTC 11/13-11/14	401.00	01662600-52226	OFFICE EQUIPMENT MAINTENAN	10605545	
	<u>503.19</u>				
HARRINGTON INDUSTRIAL PLASTICS					
BUSHING AND ADAPTER	50.78	01670200-53317	OPERATING SUPPLIES	023A8813	
	<u>50.78</u>				

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HD SUPPLY WATERWORKS					
HYDRANT EXTENSION	1,190.00	04201600-53317	OPERATING SUPPLIES	B825347	
HYDRANT EXTENSION	427.50	04201600-53317	OPERATING SUPPLIES	B829365	0
	1,617.50				
HEARTLAND SERVICES					
SPOILDISPOSAL-15LOADS	750.00	04201600-52265	HAULING	10664	
	750.00				
HI VIZ INC					
SWEATSHIRTS	46.92	04100100-53324	UNIFORMS	131C7D57B5CB	
SWEATSHIRTS	46.93	01670100-53324	UNIFORMS	131C7D57B5CB	
	93.85				
HOLSTEIN'S GARAGE					
SAFTEY STICKERS	210.00	01696200-53353	OUTSOURCING SERVICES	5033/38	
	210.00				
HOME DEPOT					
CHRISTMAS TREE FENCE	21.27	01670400-53317	OPERATING SUPPLIES	97069	
CLEANER SEWER	55.92	04101500-53317	OPERATING SUPPLIES	89876	
CLEANING SUPP VACTOR	12.93	04101500-53317	OPERATING SUPPLIES	76683	
GARAGE HOSE	29.97	01670200-53317	OPERATING SUPPLIES	23265	
HARDWARE HANG PRINTS	15.90	04201600-53317	OPERATING SUPPLIES	97085	
HARDWARE/RETURN	-15.90	04201600-53317	OPERATING SUPPLIES	830597	
SEED FOR TOUCH UPS	44.98	01670400-53317	OPERATING SUPPLIES	47502	
SIDE BOARD FOR #41	14.20	01670200-53317	OPERATING SUPPLIES	20855	
SIDE BOARD MATERIALS	150.39	01670200-53317	OPERATING SUPPLIES	15186	
SIDE BOARDS TRUCKS	66.20	01670200-53317	OPERATING SUPPLIES	11987	
SIDEBORD SUPPLIES	12.94	01670200-53317	OPERATING SUPPLIES	11193	
SIDEBORD SUPPLY	2.96	01670200-53317	OPERATING SUPPLIES	22067	
SUPPLIES	14.05	01680000-53319	MAINTENANCE SUPPLIES	5643481	
	425.81				

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HOTELS-MASTERCARD					
IPELRA LODG-REBHOLZ	369.00	01600000-52223	TRAINING	68R7AH-1	
	<u>369.00</u>				
ICCI					
CODE BOOK	289.00	01643700-53318	REFERENCE MATERIALS	100196853	
INT.RES CODE-ANDERSON	73.95	01643700-52223	TRAINING	100196855	
	<u>362.95</u>				
IPELRA					
EMPLOY LAW SEMINAR -9 REGIS FEB 20 2014	171.00	01662600-52223	TRAINING	9-REGIS LAW SEMR	
EMPLOY LAW SEMINAR -9 REGIS FEB 20 2014	171.00	01610100-52223	TRAINING	9-REGIS LAW SEMR	
EMPLOY LAW SEMINAR -9 REGIS FEB 20 2014	171.00	01600000-52223	TRAINING	9-REGIS LAW SEMR	
EMPLOY LAW SEMINAR -9 REGIS FEB 20 2014	343.00	01670100-52223	TRAINING	9-REGIS LAW SEMR	
EMPLOY LAW SEMINAR -9 REGIS FEB 20 2014	684.00	01660100-52223	TRAINING	9-REGIS LAW SEMR	
	<u>1,540.00</u>				

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IRMA					
2014 ANNUAL CONTRIBUTION	-100,205.00	01-12250	IRMA DIVIDEND RECEIVABLE	2014 ANNL CONTR	
2014 ANNUAL CONTRIBUTION	2.66	01641800-51114	WORKERS COMP	2014 ANNL CONTR	
2014 ANNUAL CONTRIBUTION	14.08	01643600-51114	WORKERS COMP	2014 ANNL CONTR	
2014 ANNUAL CONTRIBUTION	16.74	01580000-51114	WORKERS COMP	2014 ANNL CONTR	
2014 ANNUAL CONTRIBUTION	41.86	04103100-51114	WORKERS COMP	2014 ANNL CONTR	
2014 ANNUAL CONTRIBUTION	44.91	01641700-51114	WORKERS COMP	2014 ANNL CONTR	
2014 ANNUAL CONTRIBUTION	52.14	01640100-51114	WORKERS COMP	2014 ANNL CONTR	
2014 ANNUAL CONTRIBUTION	63.17	04203100-51114	WORKERS COMP	2014 ANNL CONTR	
2014 ANNUAL CONTRIBUTION	95.90	01613000-51114	WORKERS COMP	2014 ANNL CONTR	
2014 ANNUAL CONTRIBUTION	103.51	04101100-52224	VEHICLE INSURANCE	2014 ANNL CONTR	
2014 ANNUAL CONTRIBUTION	105.04	01650100-51114	WORKERS COMP	2014 ANNL CONTR	
2014 ANNUAL CONTRIBUTION	124.44	01600000-51114	WORKERS COMP	2014 ANNL CONTR	
2014 ANNUAL CONTRIBUTION	126.73	01652800-51114	WORKERS COMP	2014 ANNL CONTR	
2014 ANNUAL CONTRIBUTION	144.23	01610100-51114	WORKERS COMP	2014 ANNL CONTR	
2014 ANNUAL CONTRIBUTION	197.13	01621900-51114	WORKERS COMP	2014 ANNL CONTR	
2014 ANNUAL CONTRIBUTION	201.70	04101500-52224	VEHICLE INSURANCE	2014 ANNL CONTR	
2014 ANNUAL CONTRIBUTION	208.17	01612900-51114	WORKERS COMP	2014 ANNL CONTR	
2014 ANNUAL CONTRIBUTION	210.83	04200100-52224	VEHICLE INSURANCE	2014 ANNL CONTR	
2014 ANNUAL CONTRIBUTION	234.81	01662500-51114	WORKERS COMP	2014 ANNL CONTR	
2014 ANNUAL CONTRIBUTION	245.85	01623100-51114	WORKERS COMP	2014 ANNL CONTR	
2014 ANNUAL CONTRIBUTION	263.35	01662400-52224	VEHICLE INSURANCE	2014 ANNL CONTR	
2014 ANNUAL CONTRIBUTION	283.52	01662600-51114	WORKERS COMP	2014 ANNL CONTR	
2014 ANNUAL CONTRIBUTION	291.13	01590000-51114	WORKERS COMP	2014 ANNL CONTR	
2014 ANNUAL CONTRIBUTION	348.22	01621300-51114	WORKERS COMP	2014 ANNL CONTR	
2014 ANNUAL CONTRIBUTION	438.41	01642100-52224	VEHICLE INSURANCE	2014 ANNL CONTR	
2014 ANNUAL CONTRIBUTION	438.41	01643700-52224	VEHICLE INSURANCE	2014 ANNL CONTR	
2014 ANNUAL CONTRIBUTION	486.74	04201400-51114	WORKERS COMP	2014 ANNL CONTR	
2014 ANNUAL CONTRIBUTION	501.20	04100100-51114	WORKERS COMP	2014 ANNL CONTR	
2014 ANNUAL CONTRIBUTION	526.70	01670100-52224	VEHICLE INSURANCE	2014 ANNL CONTR	
2014 ANNUAL CONTRIBUTION	564.00	01642100-51114	WORKERS COMP	2014 ANNL CONTR	

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2014 ANNUAL CONTRIBUTION	583.41	01680000-52224	VEHICLE INSURANCE	2014 ANNL CONTR	
2014 ANNUAL CONTRIBUTION	583.41	01696200-52224	VEHICLE INSURANCE	2014 ANNL CONTR	
2014 ANNUAL CONTRIBUTION	584.93	01622200-52224	VEHICLE INSURANCE	2014 ANNL CONTR	
2014 ANNUAL CONTRIBUTION	634.78	01670700-51114	WORKERS COMP	2014 ANNL CONTR	
2014 ANNUAL CONTRIBUTION	653.43	01690100-51114	WORKERS COMP	2014 ANNL CONTR	
2014 ANNUAL CONTRIBUTION	737.16	01670400-52224	VEHICLE INSURANCE	2014 ANNL CONTR	
2014 ANNUAL CONTRIBUTION	737.16	01670600-52224	VEHICLE INSURANCE	2014 ANNL CONTR	
2014 ANNUAL CONTRIBUTION	752.76	01622200-51114	WORKERS COMP	2014 ANNL CONTR	
2014 ANNUAL CONTRIBUTION	789.29	01662300-52224	VEHICLE INSURANCE	2014 ANNL CONTR	
2014 ANNUAL CONTRIBUTION	859.32	01643700-51114	WORKERS COMP	2014 ANNL CONTR	
2014 ANNUAL CONTRIBUTION	919.83	01620100-52224	VEHICLE INSURANCE	2014 ANNL CONTR	
2014 ANNUAL CONTRIBUTION	920.97	01660100-52224	VEHICLE INSURANCE	2014 ANNL CONTR	
2014 ANNUAL CONTRIBUTION	920.97	01664700-52224	VEHICLE INSURANCE	2014 ANNL CONTR	
2014 ANNUAL CONTRIBUTION	1,033.62	01620100-51114	WORKERS COMP	2014 ANNL CONTR	
2014 ANNUAL CONTRIBUTION	1,052.64	01670300-52224	VEHICLE INSURANCE	2014 ANNL CONTR	
2014 ANNUAL CONTRIBUTION	1,158.06	01670700-52224	VEHICLE INSURANCE	2014 ANNL CONTR	
2014 ANNUAL CONTRIBUTION	1,237.98	04201400-52224	VEHICLE INSURANCE	2014 ANNL CONTR	
2014 ANNUAL CONTRIBUTION	1,368.89	01670500-52224	VEHICLE INSURANCE	2014 ANNL CONTR	
2014 ANNUAL CONTRIBUTION	1,394.77	01696200-51114	WORKERS COMP	2014 ANNL CONTR	
2014 ANNUAL CONTRIBUTION	1,425.22	04200100-51114	WORKERS COMP	2014 ANNL CONTR	
2014 ANNUAL CONTRIBUTION	1,453.38	04101500-51114	WORKERS COMP	2014 ANNL CONTR	
2014 ANNUAL CONTRIBUTION	1,743.37	04201600-52224	VEHICLE INSURANCE	2014 ANNL CONTR	
2014 ANNUAL CONTRIBUTION	1,830.90	01670600-51114	WORKERS COMP	2014 ANNL CONTR	
2014 ANNUAL CONTRIBUTION	2,056.19	01680000-51114	WORKERS COMP	2014 ANNL CONTR	
2014 ANNUAL CONTRIBUTION	2,090.83	01670300-51114	WORKERS COMP	2014 ANNL CONTR	
2014 ANNUAL CONTRIBUTION	2,142.58	01670200-51114	WORKERS COMP	2014 ANNL CONTR	
2014 ANNUAL CONTRIBUTION	2,382.72	01670500-51114	WORKERS COMP	2014 ANNL CONTR	
2014 ANNUAL CONTRIBUTION	2,712.67	04201600-51114	WORKERS COMP	2014 ANNL CONTR	
2014 ANNUAL CONTRIBUTION	3,235.95	01670400-51114	WORKERS COMP	2014 ANNL CONTR	
2014 ANNUAL CONTRIBUTION	4,299.25	01670100-51114	WORKERS COMP	2014 ANNL CONTR	
2014 ANNUAL CONTRIBUTION	4,948.11	01670200-52224	VEHICLE INSURANCE	2014 ANNL CONTR	
2014 ANNUAL CONTRIBUTION	5,195.10	01662400-51114	WORKERS COMP	2014 ANNL CONTR	

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2014 ANNUAL CONTRIBUTION	5,283.77	01662300-51114	WORKERS COMP	2014 ANNL CONTR	
2014 ANNUAL CONTRIBUTION	7,435.11	04100100-52263	PROPERTY INSURANCE	2014 ANNL CONTR	
2014 ANNUAL CONTRIBUTION	7,435.11	04200100-52263	PROPERTY INSURANCE	2014 ANNL CONTR	
2014 ANNUAL CONTRIBUTION	8,323.35	04100100-52261	LIABILITY INSURANCE	2014 ANNL CONTR	
2014 ANNUAL CONTRIBUTION	8,323.35	04200100-52261	LIABILITY INSURANCE	2014 ANNL CONTR	
2014 ANNUAL CONTRIBUTION	8,963.83	01650100-52261	LIABILITY INSURANCE	2014 ANNL CONTR	
2014 ANNUAL CONTRIBUTION	9,872.25	01664700-51114	WORKERS COMP	2014 ANNL CONTR	
2014 ANNUAL CONTRIBUTION	10,263.47	01662700-52224	VEHICLE INSURANCE	2014 ANNL CONTR	
2014 ANNUAL CONTRIBUTION	11,982.86	01660100-51114	WORKERS COMP	2014 ANNL CONTR	
2014 ANNUAL CONTRIBUTION	12,643.13	01650100-52263	PROPERTY INSURANCE	2014 ANNL CONTR	
2014 ANNUAL CONTRIBUTION	57,673.54	01662700-51114	WORKERS COMP	2014 ANNL CONTR	
2014 ANNUAL CONTRIBUTION	83,397.10	04-13010	PRE-PAID ITEMS	2014 ANNL CONTR	
2014 ANNUAL CONTRIBUTION	100,205.00	01-23503	DEFERRED REV - IRMA SURPLUS	2014 ANNL CONTR	
2014 ANNUAL CONTRIBUTION	330,632.90	01-13010	PRE-PAID ITEMS	2014 ANNL CONTR	
	621,045.00				
ILL ASSN OF PROPERTY & EVIDENCE MGRS					
IAPE DUES DUMOULIN	50.00	01662400-52234	DUES & SUBSCRIPTIONS	L1359167	
	50.00				
ILLINOIS PUBLIC WORKS MUTUAL AID NETWORK					
2014 MEMBERSHIP DUES PWKS	125.00	01670100-52234	DUES & SUBSCRIPTIONS	1550	
2014 MEMBERSHIP DUES PWKS	125.00	04200100-52234	DUES & SUBSCRIPTIONS	1550	
	250.00				
ILLINOIS RECYCLING ASSOCIATION					
2014 MEMBERSHIP	250.00	01650100-52234	DUES & SUBSCRIPTIONS	833	
	250.00				
ILLINOIS SECRETARY OF STATE					
657 REG. STICKER	103.12	01660154-52212	AUTO MAINTENANCE & REPAIR	8711373-1	
	103.12				

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ILLINOIS STATE POLICE ACADEMY					
BASIC TRNG M KEALLY	2,882.00	01662700-52223	TRAINING	JAN 12- APRL 3 2014	
ZAKERSKI -TUITION FEE 9/29/13- 12/19/2013	2,882.00	01662700-52223	TRAINING	TUITION REGIS	
	5,764.00				
IMPACT NETWORKNG LLC					
BASE 10/20 -1/19	1,560.70	01652800-52226	OFFICE EQUIPMENT MAINTENAN	306368-1	
	1,560.70				
INDOLUTIONS INC					
VELOUR ROPE	94.60	01680000-53319	MAINTENANCE SUPPLIES	12032013-2	
	94.60				
INTERNATIONAL SOCIETY OF ARBORICULTURE					
MEMB SCHAFFER	250.00	01670100-52234	DUES & SUBSCRIPTIONS	502768	
	250.00				
INTERNET PURCHASE MASTERCARD					
BATTERIES	188.23	01662757-53317	OPERATING SUPPLIES	5566615	
BLANK MEDIA	56.49	01662759-53317	OPERATING SUPPLIES	4857859	
BLANK MEDIA	87.80	01662759-53317	OPERATING SUPPLIES	4857859	
BLANK MEDIA	222.36	01662759-53317	OPERATING SUPPLIES	4857859	
CANOPY 2 YR PLAN	15.73	01750000-52291	MISC EVENTS/ACTIVITIES	0026062232	
CHARM PHOTO PRINTER	200.90	01750000-52291	MISC EVENTS/ACTIVITIES	002080631619	
COMPACT PHOTO PRINTER	199.99	01750000-52291	MISC EVENTS/ACTIVITIES	WB021472151	
DRY ERASE CALENDAR	40.48	01670100-53314	OFFICE SUPPLIES	0168612468	
GIS SURVEY	24.00	01670100-52234	DUES & SUBSCRIPTIONS	21975754	
PHOTO PAPER	109.47	01750000-52291	MISC EVENTS/ACTIVITIES	002652563317	
RELAY LIFT STATION	75.43	04101500-53317	OPERATING SUPPLIES	30570	0
REPLACEMENT MONITOR	119.99	01662700-53317	OPERATING SUPPLIES	4857859	
	1,340.87				

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ITRON INC					
HRDWR/SFTWR MTC FEB/14- APRL/14	566.30	04103100-52221	UTILITY BILL PROCESSING	317022	
HRDWR/SFTWR MTC FEB/14- APRL/14	566.30	04203100-52221	UTILITY BILL PROCESSING	317022	
	1,132.60				
JEWEL-OSCO					
CERT SUPPLIES	34.96	01664773-53325	COMMUNITY RELATIONS	251	
CERT SUPPLIES	67.91	01664773-53325	COMMUNITY RELATIONS	32/114	
CERT SUPPLIES	74.87	01664773-53325	COMMUNITY RELATIONS	315	
	177.74				
JOHN C BOSCO					
SNOW PLOWING 1/4,1/5 2014	1,212.18	01670200-52266	SNOW REMOVAL	13404	
SNOW RML 12/31/13, 1/1 & 1/2 2014	1,746.32	01670200-52266	SNOW REMOVAL	13403	
SNOW RMVL 12/14/13	300.30	01670200-52266	SNOW REMOVAL	13402	
SNOW RMVL 12/8/13	336.28	01670200-52266	SNOW REMOVAL	13401	
	3,595.08				
JOHN FONTANA III					
VILLAGE BOARD PLANNING RETREAT	4,750.00	01520000-52222	MEETINGS	732	
	4,750.00				
JOHN TAUTGES TRUCKING					
SNOW PLOW 1/1/14 EVENT 13-014A	3,259.25	01670200-52266	SNOW REMOVAL	1309	
SNOW PLOW 1/2/14 EVENT 13-014B	2,553.60	01670200-52266	SNOW REMOVAL	1310	
SNOW PLOW 1/4/14 EVENT 13-015	2,629.60	01670200-52266	SNOW REMOVAL	1311	
SNOW PLOW 1/5/14 EVENT 13-016A	2,593.65	01670200-52266	SNOW REMOVAL	1312	
SNOW PLOW 1/8/14 MAILBOX CLR RT #8	456.70	01670200-52266	SNOW REMOVAL	1314	
SNOW PLOW 12/14/13 EVENT 13-004	2,724.58	01670200-52266	SNOW REMOVAL	1303	
SNOW PLOW 12/31/13 EVENT 13-013	1,556.20	01670200-52266	SNOW REMOVAL	1308	
	15,773.58				

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JP MORGAN CHASE BANK, NA					
CHASE ACCT ANALYSIS FEE DEC/2013	205.23	04103100-52221	UTILITY BILL PROCESSING	INV 9101 DEC/2013	
CHASE ACCT ANALYSIS FEE DEC/2013	205.24	04203100-52221	UTILITY BILL PROCESSING	INV 9101 DEC/2013	
	<u>410.47</u>				
K TECH SPECIALTY COATINGS INC					
BEET HEET DELIVERY 12/18/13	6,242.96	01670200-53335	SALT	201312-K0068	
	<u>6,242.96</u>				
KMART					
CERT SUPPLIES	40.71	01664773-53325	COMMUNITY RELATIONS	3914120313	
	<u>40.71</u>				
KOHL'S					
CLOTH ALLOW - LALLY	82.97	01662400-53324	UNIFORMS	6500292213	
	<u>82.97</u>				
LAFARGE FOX RIVER DECO					
ROAD ROCK	70.74	01670500-53317	OPERATING SUPPLIES	29320175	
ROAD ROCK	118.98	01670500-53317	OPERATING SUPPLIES	29350981	
	<u>189.72</u>				
LANGUAGE LINE SERVICES					
SPANISH TRANSLATION	3.76	01662700-53317	OPERATING SUPPLIES	3272450	
	<u>3.76</u>				
LENS ACE HARDWARE #426					
3 COATS	281.97	04200100-53324	UNIFORMS	30623	
	<u>281.97</u>				
LEONARD M BULAT					
DECALS FOR SQUADS 636 & 623	345.00	01662700-52212	AUTO MAINTENANCE & REPAIR	14-116	
	<u>345.00</u>				

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LEXISNEXIS					
NOV13 MONTHLY FEE	175.10	01662400-53330	INVESTIGATION FUND	20131130	
	<u>175.10</u>				
LIBERTY TIRE					
(69)TIRESRECYCLED	142.22	01696200-53317	OPERATING SUPPLIES	0000338077	
	<u>142.22</u>				
LIVE VIEW GPS INC					
MNTHLY FEE DEC/13	79.90	01664700-53330	INVESTIGATION FUND	152764	
	<u>79.90</u>				
LOWE'S HOME CENTERS					
HALOGEN BULB	13.14	01670200-53317	OPERATING SUPPLIES	7131637	
HEAT TAPE-GENERATOR	22.94	01680000-53319	MAINTENANCE SUPPLIES	6472299	
HOSE NOZZLE	17.43	01670200-53317	OPERATING SUPPLIES	6694973	
LIMESTONE FOR SIGNS	15.28	01670300-53215	STREET LIGHT SUPPLIES	9081337	
PAINT FOR PLOW	106.93	01670200-53317	OPERATING SUPPLIES	02563	
PLUMBING PARTS	4.18	01680000-53319	MAINTENANCE SUPPLIES	6472160	
PLUMBING PARTS	15.92	01680000-53319	MAINTENANCE SUPPLIES	15468720	
PLUMBING PARTS	34.67	01680000-53319	MAINTENANCE SUPPLIES	8463743	
PLUMBING PRTS RTND	-8.48	01680000-53319	MAINTENANCE SUPPLIES	15468608CR	
	<u>222.01</u>				
MC GRAW HILL CONSTRUCTION					
SUBSCRIB CLEVELAND	79.95	01620100-52234	DUES & SUBSCRIPTIONS	980169 2014	
	<u>79.95</u>				
MCMASTER CARR					
CUTTING WHEEL	109.28	04201600-53317	OPERATING SUPPLIES	66847044	
	<u>109.28</u>				

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MEADE ELECTRIC COMPANY INC					
SGNL MTC NOV/13	150.00	01670300-52350	TRAFFIC SIGNAL MAINTENANCE	662733	
	<u>150.00</u>				
MENARDS					
HAND TOOLS	24.99	04201600-53317	OPERATING SUPPLIES	047240	
PWR BOX 4 SGT OFFICE	14.83	01662700-53317	OPERATING SUPPLIES	062436	
	<u>39.82</u>				
MENDEL PLUMBING & HEATING INC					
EMERG. REPAIR -HEATER NORTH GARAGE	5,600.00	01670400-52244	MAINTENANCE & REPAIR	W97642	
	<u>5,600.00</u>				
MINUTEMAN PRESS					
FRANK JONES BUS CRDS	38.12	01662400-53317	OPERATING SUPPLIES	41525	
JAMES BUSCH BUS CRDS	38.12	01662700-53317	OPERATING SUPPLIES	41578	
	<u>76.24</u>				
MNJ TECHNOLOGIES DIRECT					
EXCHANGE VMWARE	10,000.00	01652800-52255	SOFTWARE MAINTENANCE	SVC14768	
HARDWR/SOFTWR NETGEAR	871.56	01652800-52255	SOFTWARE MAINTENANCE	0003288545	
INVEST.CELLBRITE SFTW	364.41	01652800-52255	SOFTWARE MAINTENANCE	0000727283	
NETGEAR STRG SYSTM	12,057.12	01652800-52255	SOFTWARE MAINTENANCE	0003289038	
	<u>23,293.09</u>				
MONROE TRUCK EQUIPMENT					
CYLINDER	324.87	01696200-53354	PARTS PURCHASED	299616	
	<u>324.87</u>				
MOORE & DIGIOVANNI, LLC					
LOCAL PROSC 11/22/13	3,200.00	01570000-52235	LEGAL FEES-PROSECUTION	11-22-13	
	<u>3,200.00</u>				

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MORTON SALT INC					
ROCK SALT	2,123.26	01670200-53335	SALT	5400340413	20140037
ROCK SALT	2,619.17	01670200-53335	SALT	5400347228	20140037
ROCK SALT	2,665.19	01670200-53335	SALT	5400342202	20140037
ROCK SALT	3,364.06	01670200-53335	SALT	5400335289	20140037
ROCK SALT	3,556.56	01670200-53335	SALT	5400343475	20140037
ROCK SALT	4,888.37	01670200-53335	SALT	5400345184	20140037
	19,216.61				
MR SITCO					
WTR METER READINGS -JAN/2014	1,648.20	04103100-52221	UTILITY BILL PROCESSING	2013046	
WTR METER READINGS -JAN/2014	1,648.20	04203100-52221	UTILITY BILL PROCESSING	2013046	
	3,296.40				
MULTI PRINTING SOLUTIONS					
COMPLAINT TICKETS #2	797.72	01662600-53315	PRINTED MATERIALS	0239813	
VO COMPLAINT TICKETS	956.65	01662600-53315	PRINTED MATERIALS	239814	
	1,754.37				
N E M R T					
FTO REFRESHER TRAINING MAR 3-5 2014	2,639.00	01662700-52223	TRAINING	MAR 3-5 2014	
	2,639.00				
NATIONAL ENGRAVERS					
RETIREMT PLAQUE-MYERS	92.00	01600000-52273	EMPLOYEE SERVICES	30948	
	92.00				
NAVIANT INC					
MTC AGR - MICROFICHE READER 2/15/14-2/14/1	710.00	01640100-52226	OFFICE EQUIPMENT MAINTENAN	0120578-IN	
	710.00				

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NEENAH FOUNDRY COMPANY					
REPLACE STOLEN GRATES	195.00	01670600-53317	OPERATING SUPPLIES	788065	
	<u>195.00</u>				
NEXTEL COMMUNICATIONS					
10/17-11/16/13 FEE	121.76	01662400-53330	INVESTIGATION FUND	144871676023	
	<u>121.76</u>				
NICOR					
SERV FOR 11/07 - 12/17 2013	110.22	01680000-53230	NATURAL GAS	59335271579JAN/13	
SERV FRM 11/25 - 12/27 2013	24.38	04101500-52277	HEATING GAS	14309470202DEC/13	
SERV FRM 12/06/13- 01/08/14	133.11	04201600-52277	HEATING GAS	13811210007JAN/14	
SERV FRM 12/09/13 - 01/09/14	83.93	04101500-52277	HEATING GAS	86606011178JAN/14	
	<u>351.64</u>				
NMI					
GATEWAY FEES NOV/13	10.00	01610100-52256	BANKING SERVICES	249774229	
CC GATEWAY FEES DEC/2013	59.15	04103100-52221	UTILITY BILL PROCESSING	249899740	
CC GATEWAY FEES DEC/2013	59.15	04203100-52221	UTILITY BILL PROCESSING	249899740	
	<u>128.30</u>				
NORTHERN ILLINOIS UNIVERSITY					
ECO SEMR MELLOR	95.00	01590000-52223	TRAINING	472410	
GIS DESIGN & IMPLEMENTATION	9,925.00	01652800-52257	GIS SYSTEM	12613	
	<u>10,020.00</u>				

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OFFICE DEPOT					
CERT SUPPLIES	93.52	01664773-53325	COMMUNITY RELATIONS	688222129001	
DESK PAD/INK	57.11	04200100-53314	OFFICE SUPPLIES	687406216001	
INK CARTRIDGES	50.00	01662600-53314	OFFICE SUPPLIES	688216978001	
OFFICE CHAIRS/RIBBONS	528.60	01612900-53350	SMALL EQUIPMENT EXPENSE	689762486	
OFFICE SUPPLIES	18.69	01640100-53314	OFFICE SUPPLIES	683196425002	
OFFICE SUPPLIES	323.43	01662600-53314	OFFICE SUPPLIES	688348308001	
PPF SUPPLIES	16.66	15370000-53314	OFFICE SUPPLIES	688303492001	
PPF SUPPLIES	79.99	15370000-53314	OFFICE SUPPLIES	688303553001	
PRINTER INK CARTRIDGE	79.79	01600000-53314	OFFICE SUPPLIES	689674915001	
REGISTER RIBBON	7.98	01612900-53317	OPERATING SUPPLIES	689762486	
SUPPLIES	6.97	01670100-53314	OFFICE SUPPLIES	687406324-001	
SUPPLIES	49.89	01670100-53314	OFFICE SUPPLIES	687406216-001	
SUPPLIES	50.11	01612900-53317	OPERATING SUPPLIES	685336226	
	1,362.74				
OMI					
FY14 WRC OPERATING CONTRACT-FEB/2014	130,405.08	04101100-52262	WRC CONTRACT	58252	20140004
	130,405.08				
P & M MERCURY MECHANIC					
FURNACE/BRLR RPR	306.00	01680000-52244	MAINTENANCE & REPAIR	73437	
	306.00				
PAHCS II					
HEP B - IBARRIENTOS	98.20	01662700-52236	MANAGEMENT PHYSICALS	149774	
RANDOM DOT/POST OFFCR PHYS/HEP B-POLICE	67.00	01662700-52236	MANAGEMENT PHYSICALS	150531	
RANDOM DOT/POST OFFCR PHYS/HEP B-POLICE	139.70	01600000-52225	EMPLOYMENT PHYSICALS	150531	
RANDOM DOT/POST OFFCR PHYS/HEP B-POLICE	810.74	01510000-52228	PERSONNEL HIRING	150531	
	1,115.64				

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PAPER DIRECT					
OFFICE SUPPLIES-ADMIN	24.18	01650100-53314	OFFICE SUPPLIES	W20587890101	
OFFICE SUPPLIES-CLERK	42.72	01580000-53314	OFFICE SUPPLIES	W20587890101	
	<u>66.90</u>				
PARTY CENTRAL					
DARE SUPPLIES	23.97	01664765-53325	COMMUNITY RELATIONS	477457-1	
	<u>23.97</u>				
POMPS TIRE SERVICE					
TIRES	334.16	01696200-53354	PARTS PURCHASED	410137403	
TIRES	441.64	01696200-53354	PARTS PURCHASED	410135828	
	<u>775.80</u>				
PRACTICAL AMERICAN SAFETY SOLUTIONS LLC					
OPER TRNG CLS NEWLIN	179.99	01696200-52223	TRAINING	14383	
	<u>179.99</u>				
PRO PAK INDUSTRIES INC					
MESH VESTS	76.50	01670100-53324	UNIFORMS	107183	
	<u>76.50</u>				

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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
RAY O'HERRON CO					
BAJOREK	120.95	01662700-53324	UNIFORMS	1337505	
BULLERRI	255.00	01662700-53324	UNIFORMS	1336725	
CASTRO	109.99	01664700-53324	UNIFORMS	1337428	
CHACON	159.94	01662400-53324	UNIFORMS	1337508	
DUMOULIN	120.94	01662400-53324	UNIFORMS	1337512	
EBY	123.99	01664700-53324	UNIFORMS	1336179	
ESTRADA	149.99	01662700-53324	UNIFORMS	1337506	
HARKER	191.88	01664700-53324	UNIFORMS	1336728	
INCROCCI	226.99	01662700-53324	UNIFORMS	1336726	
KOTNAUR	69.00	01662700-53324	UNIFORMS	1337511	
KOTNAUR	149.99	01662700-53324	UNIFORMS	1336732	
PLUMB	89.00	01662700-53324	UNIFORMS	1336724	
RAINEY	149.99	01660100-53324	UNIFORMS	1337507	
RAINEY	229.99	01660100-53324	UNIFORMS	1336730	
RAINEY PATCHES	12.00	01660100-53324	UNIFORMS	1336729	
RUDELICH	159.94	01664700-53324	UNIFORMS	1337509	
	2,319.58				
RED WING SHOE STORE					
BOOTS TECHTOR	120.00	01670100-53324	UNIFORMS	00123061814	
	120.00				
RESTAURANT-MASTERCARD					
FOOD FOR CERT	191.55	01664773-53325	COMMUNITY RELATIONS	69	
FOOD FOR CERT	221.50	01664773-53325	COMMUNITY RELATIONS	238	
FST TRNG B CLUEVER	6.04	01662300-52223	TRAINING	140	
HOLIDAY LUNCHEON	487.50	01600000-52242	EMPLOYEE RECOGNITION	144	
HOT CHOC-TREE LIGHT	100.00	01750000-52291	MISC EVENTS/ACTIVITIES	730826	
ISP GRAD ORR	11.21	01662700-52223	TRAINING	F0335	
ISP GRADUATION EXP	42.48	01660100-52223	TRAINING	67 12/19	
	1,060.28				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on January 21, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
RESTOCKIT					
PRINTER/PLOTTER PAPER	192.09	01620100-53317	OPERATING SUPPLIES	24823641	
	<u>192.09</u>				
S & S MAINTENANCE INC					
SNOW PLOW 01/2/14 EVENT 13-014B	4,045.76	01670200-52266	SNOW REMOVAL	SS104	
SNOW PLOW 1/2/14 EVENT 13-014B	675.60	01670200-52266	SNOW REMOVAL	SS105	
SNOW PLW 1/1/14 EVENT 13-014A	3,787.90	01670200-52266	SNOW REMOVAL	SS103	
SNOW PLW 1/4/14 EVENT 13-015	3,164.29	01670200-52266	SNOW REMOVAL	SS106	
SNOW PLW 1/5/14 EVENT 13-016A	4,796.29	01670200-52266	SNOW REMOVAL	SS107	
SNOW PLW 12/31/13 EVENT 13-013	3,050.33	01670200-52266	SNOW REMOVAL	SS102	
	<u>19,520.17</u>				
SEAWAY SUPPLY CO					
JANITORIAL SUPPLIES	63.00	01670400-53317	OPERATING SUPPLIES	91893	
	<u>63.00</u>				
SIMPLEX GRINNELL					
SPRNKLR TST 124 GERZE	660.00	01670400-52244	MAINTENANCE & REPAIR	76538003	
SPRNKLR TST 300 KUHN	560.00	04201600-52244	MAINTENANCE & REPAIR	76482052	
	<u>1,220.00</u>				
SIRCHIE FINGER PRINT LABORATORIES					
DRUG TEST KITS	320.00	01662700-53317	OPERATING SUPPLIES	0146276-IN	
FINGERPRINT INK PAD	43.24	01662600-53317	OPERATING SUPPLIES	0147126IN	
	<u>363.24</u>				
SQUEEGEE BROS INC					
GREAT SWEATSHIRTS	74.00	01664700-53325	COMMUNITY RELATIONS	SB1118A	
	<u>74.00</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on January 21, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
STANDARD EQUIPMENT COMPANY					
COUPLING/FITTINGS	89.29	01696200-53354	PARTS PURCHASED	C89312	
	<u>89.29</u>				
STAPLES					
DARE SUPPLIES	64.99	01664765-53325	COMMUNITY RELATIONS	1627061	
VOLUNTEER SUPPLIES	21.99	01664773-53325	COMMUNITY RELATIONS	0104690	
	<u>86.98</u>				
STEINBRECHER LAND SURVEYORS INC					
PLAT OF SURVEY ANNEXATION COMM PK 05-03-	500.00	01570000-52238	LEGAL FEES	11282	
PLAT OF SURVEY COMM PK TRNFR DOC	7,500.00	01570000-52238	LEGAL FEES	11283	
	<u>8,000.00</u>				
STEVE PIPER & SONS INC					
ANNUAL ZONE TREE TRIMMING	14,848.51	01670700-52268	TREE MAINTENANCE	147296	20140032
	<u>14,848.51</u>				
SUBURBAN DRIVELINE INC					
BAG BOLT KIT	190.00	01696200-53354	PARTS PURCHASED	00135461	
PARTS FOR 2011 TAHOE	1,662.00	01696200-53354	PARTS PURCHASED	00135496	
	<u>1,852.00</u>				
SUBURBAN LABORATORIES INC					
COLIFORM COMPLIANCE	199.00	04201600-52279	LAB SERVICES	33643	
COLIFORM COMPLIANCE	991.00	04201600-52279	LAB SERVICES	33060	
	<u>1,190.00</u>				
SUMMIT RACING EQUIPMENT					
TIRES	179.97	01696200-53354	PARTS PURCHASED	8920635	
	<u>179.97</u>				

**Village of Carol Stream
Schedule of Bills
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
SUNRISE CHEVROLET					
CYLINDER AND KEY	201.14	01696200-53354	PARTS PURCHASED	807971	
ENGINE MOUNT	96.88	01696200-53354	PARTS PURCHASED	807563	
	298.02				
TERRACE SUPPLY COMPANY					
RENTALS-NOV/13	28.50	01696200-52264	EQUIPMENT RENTAL	00932936	
WELDING WIRE	15.84	01696200-53317	OPERATING SUPPLIES	70170855	
	44.34				
THE BUCKLE INC					
CLOTH ALLOW - CHACON	70.00	01662400-53324	UNIFORMS	11403	
CLOTH ALLOW - CHACON	99.95	01662400-53324	UNIFORMS	5000023822	
	169.95				
THE UPS STORE					
RTN HARD DRIVE	16.00	01652800-53314	OFFICE SUPPLIES	0368	
	16.00				
THEODORE POLYGRAPH SERVICE					
POLYGRAPH- POLICE OFFCR CANDIDATES	270.00	01510000-52228	PERSONNEL HIRING	4039	
	270.00				
TIGERDIRECT.COM					
DIGITAL IMAGE SUPP.	303.29	01662700-53317	OPERATING SUPPLIES	J5761321	
	303.29				
TIM'S AUTO BODY					
REPAIR TO SQUAD #623	943.00	01662700-52212	AUTO MAINTENANCE & REPAIR	RPT# 3487	
	943.00				
TRACKER SOFTWARE CORPORATION					
PUBLIC WORKS ANNUAL SUPPORT	1,800.00	01696200-52255	SOFTWARE MAINTENANCE	191-003	
	1,800.00				

**Village of Carol Stream
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
TRANS CHICAGO TRUCK GROUP					
HEX NUT	16.37	01696200-53354	PARTS PURCHASED	1395573	
TURN SIGNAL SWITCH	-496.21	01696200-53354	PARTS PURCHASED	1394954CR	
TURN SIGNAL SWITCH	496.21	01696200-53354	PARTS PURCHASED	1394954	
	<u>16.37</u>				
TRANS UNION LLC					
MNTHLY FEE NOV/13	62.03	01662400-53330	INVESTIGATION FUND	11300746	
	<u>62.03</u>				
TRANSYSTEMS CORPORATION					
ENGR DESIGN SRV KUHN RD LAFO	2,002.34	11740000-55486	ROADWAY CAPITAL IMPROVEMEN	2576899-7	20140007
	<u>2,002.34</u>				
TRAVEL-MASTERCARD					
FUEL EXP-ISP GRAD ORR	22.50	01662700-52223	TRAINING	450954	
GAS FOR ISP GRAD	31.81	01660100-52223	TRAINING	2313134	
PARKING-F JONES	33.00	01662400-53330	INVESTIGATION FUND	40607	
PARKING-F JONES	33.00	01662400-53330	INVESTIGATION FUND	43504	
	<u>120.31</u>				
TRISOURCE SOLUTIONS LLC					
CC MERCHANT FEES DEC/13	550.82	04203100-52221	UTILITY BILL PROCESSING	INV#7833-DEC/13	
CC MERCHANT FEES DEC/13	550.83	04103100-52221	UTILITY BILL PROCESSING	INV#7833-DEC/13	
VS CC FEES DEC/2013	15.00	01610100-52256	BANKING SERVICES	INV# 1420 DEC/2013	
	<u>1,116.65</u>				
TYCO INTEGRATED SECURITY LLC					
ALRM SRV 1/14-3/31	38.25	04100100-52234	DUES & SUBSCRIPTIONS	20630321	
	<u>38.25</u>				

**Village of Carol Stream
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
TYLER TECHNOLOGIES INC					
TAX FORMS 2013	114.95	01612900-53315	PRINTED MATERIALS	123528	
	<u>114.95</u>				
U S PAVING INC					
SNOW PLOW 01/1/14 EVENT 13-014A	2,941.70	01670200-52266	SNOW REMOVAL	01/01/14	
SNOW PLOW 1/1/14 EVENT 13-014A	2,307.50	01670200-52266	SNOW REMOVAL	01/1/14	
SNOW PLOW 1/2/14 EVENT 13-014B	2,296.62	01670200-52266	SNOW REMOVAL	1/2/14	
SNOW PLOW 1/2/14 EVENT 13-014B	2,757.00	01670200-52266	SNOW REMOVAL	01/02/14	
SNOW PLOW 1/4/14 EVENT 13-015	1,930.50	01670200-52266	SNOW REMOVAL	1/4/14	
SNOW PLOW 1/4/14 EVENT 13-015	2,517.50	01670200-52266	SNOW REMOVAL	01/4/14	
SNOW PLOW 1/5/14 EVENT 13-016A	1,468.85	01670200-52266	SNOW REMOVAL	01/05/14	
SNOW PLOW 1/5/14 EVENT 13-016A	1,591.00	01670200-52266	SNOW REMOVAL	01/5/14	
SNOW PLOW 12/31/13 EVENT 13-013	2,255.64	01670200-52266	SNOW REMOVAL	12/31/13 RT#13	
SNOW PLOW 12/31/13 EVENT 13-013	2,911.49	01670200-52266	SNOW REMOVAL	12/31/13	
	<u>22,977.80</u>				
U S POSTMASTER					
POSTAGE 12/27/13 WATER BILLS	2,093.30	04103100-52229	POSTAGE	PERMIT 1529 JAN/14	
POSTAGE 12/27/13 WATER BILLS	2,093.31	04203100-52229	POSTAGE	PERMIT 1529 JAN/14	
S/O NOTICES JAN/2014	55.89	04103100-52229	POSTAGE	PRMT 1529 JAN/14	
S/O NOTICES JAN/2014	55.89	04203100-52229	POSTAGE	PRMT 1529 JAN/14	
	<u>4,298.39</u>				

**Village of Carol Stream
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UNIFIRST CORPORATION					
MATS/TOWELS 12/17/13	52.08	01670100-53317	OPERATING SUPPLIES	919489	
MATS/TWLS 11/26	52.08	01670100-53317	OPERATING SUPPLIES	914971	
MATS/TWLS 12/10/13	52.08	01670100-53317	OPERATING SUPPLIES	917975	
MATS/TWLS 12/24	52.08	01670100-53317	OPERATING SUPPLIES	920968	
MATS/TWLS 12/3/13	52.08	01670100-53317	OPERATING SUPPLIES	916470	
UNIFORM 12/10/13	48.86	01696200-52267	UNIFORM CLEANING	917975	
UNIFORMS 11/26	48.86	01696200-52267	UNIFORM CLEANING	914971	
UNIFORMS 12/17/13	48.86	01696200-52267	UNIFORM CLEANING	919489	
UNIFORMS 12/24	37.04	01696200-52267	UNIFORM CLEANING	920968	
UNIFORMS 12/3/13	48.86	01696200-52267	UNIFORM CLEANING	916470	
WIPES 12/10/13	14.40	01696200-53317	OPERATING SUPPLIES	917975	
WIPES 11/26	14.40	01696200-53317	OPERATING SUPPLIES	914971	
WIPES 12/17/13	14.40	01696200-53317	OPERATING SUPPLIES	919489	
WIPES 12/24	14.40	01696200-53317	OPERATING SUPPLIES	920968	
WIPES 12/3/13	14.40	01696200-53317	OPERATING SUPPLIES	916470	
	564.88				
UNITED LABORATORIES					
DEGREASER	441.98	01670500-53317	OPERATING SUPPLIES	067316	
GLASS CLEANER	441.97	01670200-53317	OPERATING SUPPLIES	067316	
SOLVENT	441.97	01670400-53317	OPERATING SUPPLIES	067316	
	1,325.92				

**Village of Carol Stream
Schedule of Bills
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
UNITED STATES POSTAL SERVICE					
CERTIFIED MAIL IEPA	3.56	04201600-52229	POSTAGE	138	
PASSPORT 11/21/13	18.11	01610100-52229	POSTAGE	280953185	
PASSPORT 11/25/13	5.05	01610100-52229	POSTAGE	281214263	
PASSPORT 11/27/13	5.05	01610100-52229	POSTAGE	281525854	
PASSPORT 12/11/13	5.05	01610100-52229	POSTAGE	283014605	
PASSPORT 12/12/13	5.05	01610100-52229	POSTAGE	283156582	
PASSPORT 12/12/13	18.11	01610100-52229	POSTAGE	283248008	
PASSPORT 12/16/13	5.05	01610100-52229	POSTAGE	283777458	
PASSPORT 12/18/13	5.05	01610100-52229	POSTAGE	284208477	
PASSPORT 12/18/13	5.05	01610100-52229	POSTAGE	284306231	
PASSPORT 12/20/13	5.05	01610100-52229	POSTAGE	284741311	
PASSPORT 12/4/13	5.05	01610100-52229	POSTAGE	282161085	
PASSPORT 12/9/13	5.05	01610100-52229	POSTAGE	282739005	
URINE TO ISP LAB	11.45	01662400-53317	OPERATING SUPPLIES	003202	
URINE TO ISP LAB	13.10	01662400-53317	OPERATING SUPPLIES	010933	
	114.83				
UPS GROUND SERVICE					
COBAN SHIPMENT	9.67	01662700-53317	OPERATING SUPPLIES	394497131	
	9.67				
VILLA PARK ELECTRICAL SUPPLY CO INC					
BIB OVERALLS	88.00	01670100-53324	UNIFORMS	01829954	
	88.00				

**Village of Carol Stream
Schedule of Bills
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VILLAGE OF CAROL STREAM					
SERV FRM 11/03 - 12/06 2013	158.36	01670100-53220	WATER	765376/20874	
SERV FRM 11/05 - 12/06 2013	2.56	04101500-53220	WATER	765374/20871	
SERV FRM 11/05 - 12/06 2013	7.83	01680000-53220	WATER	765380/20878	
SERV FRM 11/05 - 12/06 2013	47.78	04101500-53220	WATER	765375/20872	
SERV FRM 11/05 - 12/06 2013	190.56	01680000-53220	WATER	765378/20876	
SERV FRM 11/05 - 12/06 2013	46.50	01670100-53220	WATER	765377/20875	
	453.59				
WAL MART					
CERT SUPPLIES	54.52	01664773-53325	COMMUNITY RELATIONS	06560	
DARE SUPPLIES	37.02	01664765-53325	COMMUNITY RELATIONS	05794	
HAND SAN 4 PATROL BAG	14.70	01662700-53317	OPERATING SUPPLIES	03346	
LUNCHEON SUPPLIES	15.76	01600000-52242	EMPLOYEE RECOGNITION	03661	
PATROL STORAGE BAGS	93.62	01662700-53317	OPERATING SUPPLIES	08615	
	215.62				
WALGREENS					
CANDY BELTED DRIVERS	27.97	01664700-53325	COMMUNITY RELATIONS	0399-3237	
	27.97				
WATER PRODUCTS-AURORA					
B-BOX PARTS	239.02	04201600-53317	OPERATING SUPPLIES	0245764	
B-BOX PARTS	554.02	04201600-53317	OPERATING SUPPLIES	0245783	
	793.04				
WILLS BURKE KELSEY ASSOCIATES, LTD					
ILLINI DR BRIDGE RPLMNT-12/1/13-12/31/13	34,143.59	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	13591	20140038
	34,143.59				

Village of Carol Stream
Schedule of Bills
For Village Board Approval on January 21, 2014

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
WJM					
LIGHT POLES FOR PWC/WRC	878.50	01670400-54412	OTHER EQUIPMENT	11319	
LIGHT POLES FOR PWC/WRC	2,635.50	04101100-54480	CONSTRUCTION	11319	
	<u>3,514.00</u>				
XEROX CAPITAL SERVICES LLC					
COPIER USAGE 11/21/13-12/21/13 BASE DEC/13	1,312.47	01650100-52231	COPY EXPENSE	071815505	
	<u>1,312.47</u>				
GRAND TOTAL	<u><u>\$1,283,901.03</u></u>				

The preceding list of bills payable totaling \$1,283,901.03 was reviewed and approved for payment.

Approved by:



Joseph Breinig - Village Manager

Date: 1/17/14

Authorized by:

Frank Saverino Sr. - Mayor

Beth Melody, Village Clerk

Date: _____

AGENDA ITEML-2 1-21-14**ADDENDUM WARRANTS
Jan 7, 2014 thru Jan 21, 2014**

Fund	Check #	Vendor	Description	Amount
General	A C H	Wheaton Bank & Trust	Payroll Dec 23, 2013 thru Jan 5, 2014	552,512.06
Water & Sewer	A C H	Wheaton Bank & Trust	Payroll Dec 23, 2013 thru Jan 5, 2014	31,053.67
General/ W& S	A C H	Ill Funds	I P B C for January 2014	<u>241,139.19</u>
				<u>824,704.92</u>

Approved this _____ day of _____, 2014

By: _____
Frank Saverino Sr - Mayor_____
Beth Melody - Village Clerk

Village of Carol Stream
General Fund Budget Summary
 For the Month Ended December 31, 2013

AGENDA ITEM
M-4 1-21-14

	MONTH				YTD				BUDGET				
	Last Year Dec	Current Year Dec	Monthly Variance \$ %		Last Year YTD	Current Year YTD	YTD Variance \$ %		Annual Budget	YTD Budget	YTD Actual	Variance \$ %	
REVENUES													
Sales Tax	\$ 450,243	\$ 505,288	55,045	12%	\$ 3,356,459	\$ 4,048,329	691,871	21%	\$ 5,525,000	\$ 3,660,143	\$ 4,048,329	388,186	11%
Home Rule Sales Tax	264,099	301,315	37,215	14%	1,943,983	2,407,380	463,397	24%	3,205,000	2,113,949	2,407,380	293,431	14%
State Income Tax	205,886	197,025	(8,861)	-4%	2,304,823	2,509,726	204,902	9%	3,785,000	2,440,147	2,509,726	69,578	3%
Utility Tax - Electricity	141,934	111,091	(30,844)	-22%	1,262,376	1,238,813	(23,564)	-2%	1,820,000	1,215,696	1,238,813	23,117	2%
Telecommunications Tax	125,235	121,288	(3,947)	-3%	1,129,634	979,155	(150,479)	-13%	1,450,000	968,941	979,155	10,213	1%
Fines (Court, Ord., ATLE, Towing)	133,750	141,864	8,114	6%	1,002,124	1,107,920	105,796	11%	1,552,000	1,002,557	1,107,920	105,363	11%
Natural Gas Use Tax	45,728	49,546	3,819	8%	191,655	250,286	58,630	31%	575,000	220,576	250,286	29,709	13%
Other Taxes (Use, Hotel, PPRT Real Estate, Road & Bridge)	136,627	126,477	(10,150)	-7%	1,284,770	1,437,990	153,220	12%	1,688,800	1,264,533	1,437,990	173,456	14%
Licenses (Vehicle, Liquor, etc.)	31,863	31,464	(400)	-1%	461,728	470,931	9,204	2%	591,500	464,382	470,931	6,549	1%
Cable Franchise Fees	-	-	-	0%	316,088	276,763	(39,326)	-12%	580,000	386,667	276,763	(109,904)	-28%
Building Permits	28,255	30,267	2,011	7%	395,525	419,395	23,870	6%	528,000	415,083	419,395	4,311	1%
Fees for Services	43,425	56,429	13,005	30%	397,220	445,702	48,482	12%	566,200	401,167	445,702	44,536	11%
Interest Income	3,840	2,868	(972)	-25%	24,816	20,723	(4,093)	-16%	35,000	23,333	20,723	(2,611)	-11%
All Other / Miscellaneous	70,866	60,951	(9,916)	-14%	512,574	454,750	(57,824)	-11%	573,500	386,083	454,750	68,667	18%
Revenue Totals	1,681,752	1,735,872	54,120	3%	14,583,777	16,067,862	1,484,085	10%	22,475,000	14,963,258	16,067,862	1,104,604	7%
EXPENDITURES													
Fire & Police Commission	600	2,808	2,208	368%	17,670	30,744	13,074	74%	20,991	13,992	30,744	16,752	120%
Legislative Board	4,466	3,226	(1,241)	-28%	89,295	86,523	(2,772)	-3%	124,940	94,579	86,523	(8,057)	-9%
Plan Commission & ZBA	473	-	(473)	-100%	2,872	2,667	(205)	-7%	5,833	3,888	2,667	(1,221)	-31%
Legal Services	21,000	18,603	(2,397)	-11%	157,338	192,623	35,285	22%	330,000	220,000	192,623	(27,377)	-12%
Village Clerk	2,701	2,074	(627)	-23%	28,172	20,090	(8,082)	-29%	36,194	24,788	20,090	(4,698)	-19%
Administration	38,955	35,821	(3,134)	-8%	325,465	326,497	1,032	0%	488,882	338,279	326,497	(11,782)	-3%
Employee Relations	16,955	18,585	1,630	10%	160,635	156,987	(3,647)	-2%	270,175	184,860	156,987	(27,873)	-15%
Financial Management	75,890	58,805	(17,086)	-23%	605,213	602,775	(2,439)	0%	874,972	612,014	602,775	(9,240)	-2%
Engineering Services	81,670	53,773	(27,898)	-34%	612,250	565,412	(46,838)	-8%	879,837	603,815	565,412	(38,403)	-6%
Community Development	60,252	61,674	1,421	2%	562,147	563,078	932	0%	992,671	680,105	563,078	(117,026)	-17%
Management Services	72,567	53,194	(19,373)	-27%	546,615	577,230	30,616	6%	888,804	563,709	577,230	13,521	2%
Police	901,172	896,461	(4,711)	-1%	8,357,160	8,700,729	343,569	4%	12,704,792	8,800,910	8,700,729	(100,181)	-1%
Public Works	178,677	251,218	72,541	41%	2,199,288	2,281,480	82,192	4%	3,532,551	2,425,710	2,281,480	(144,230)	-6%
Municipal Building	72,232	23,664	(48,569)	-67%	274,265	223,803	(50,463)	-18%	339,708	231,721	223,803	(7,919)	-3%
Municipal Garage	8,210	17,780	9,569	117%	56,699	69,501	12,802	23%	-	-	69,501	69,501	100%
Transfers and Agreements	-	-	-	0%	77,089	255,601	178,512	232%	814,800	345,130	255,601	(89,529)	-26%
Town Center	335	192	(144)	-43%	33,378	35,002	1,624	5%	39,850	39,850	35,002	(4,848)	-12%
Expenditure Totals	1,536,157	1,497,876	(38,281)	-2%	14,105,551	14,690,743	585,192	4%	22,345,000	15,183,351	14,690,743	(492,608)	-3%
Net Increase / (Decrease)	145,595	237,996	92,401		478,226	1,377,118	898,892		130,000	(220,094)	1,377,118	1,597,212	

Village of Carol Stream
Water and Sewer Fund Budget Summary
 For the Month Ended December 31, 2013

MONTH

YTD

BUDGET

REVENUES

	Last Year	Current Year	Monthly Variance	
	Dec	Dec	\$	%
Water Billings	\$ 419,236	\$ 473,373	54,137	13%
Sewer Billings	184,951	186,338	1,387	1%
Penalties/Admin Fees	12,751	8,864	(3,887)	-30%
Connection/Expansion Fees	1,953	-	(1,953)	-100%
Interest Income	4,043	4,335	292	7%
Rental Income	18,205	25,950	7,744	43%
All Other / Miscellaneous	2,109	1,440	(670)	-32%
Revenue Totals	643,248	700,299	57,051	9%

	Last Year	Current Year	YTD Variance	
	YTD	YTD	\$	%
Water Billings	\$ 3,872,625	\$ 4,090,374	217,749	6%
Sewer Billings	1,774,228	1,671,148	(103,080)	-6%
Penalties/Admin Fees	115,896	115,388	(508)	0%
Connection/Expansion Fees	42,249	89,969	47,720	113%
Interest Income	27,462	33,295	5,833	21%
Rental Income	110,177	113,156	2,979	3%
All Other / Miscellaneous	290,521	108,146	(182,375)	-63%
Revenue Totals	6,233,159	6,221,477	(11,682)	0%

	Annual	YTD	YTD	Variance	
	Budget	Budget	Actual	\$	%
Water Billings	\$ 6,100,000	\$ 4,207,414	\$ 4,090,374	(117,040)	-3%
Sewer Billings	2,400,000	1,664,430	1,671,148	6,718	0%
Penalties/Admin Fees	161,000	107,333	115,388	8,055	8%
Connection/Expansion Fees	55,000	36,667	89,969	53,302	145%
Interest Income	35,000	23,333	33,295	9,962	43%
Rental Income	171,000	114,000	113,156	(844)	-1%
All Other / Miscellaneous	88,000	79,333	108,146	28,813	36%
Revenue Totals	9,010,000	6,232,511	6,221,477	(11,035)	0%

EXPENDITURES

	Last Year	Current Year	Monthly Variance	
			\$	%
Salaries & Benefits	94,539	86,064	(8,475)	-9%
Purchase of Water	299,821	348,669	48,848	16%
WRC Operating Contract	126,829	-	(126,829)	-100%
Maintenance & Operating	42,278	119,658	77,380	183%
IEPA Loan P&I	-	-	-	0%
DWC Loan P&I	-	-	-	0%
Capital Outlay	-	20,989	20,989	100%
Expenditure Totals	563,466	575,379	11,913	2%

	Last Year	Current Year	YTD Variance	
			\$	%
Salaries & Benefits	766,034	767,471	1,436	0%
Purchase of Water	2,631,196	3,020,680	389,484	15%
WRC Operating Contract	1,114,408	1,016,386	(98,022)	-9%
Maintenance & Operating	1,398,658	741,855	(656,803)	-47%
IEPA Loan P&I	214,325	214,325	-	0%
DWC Loan P&I	12,751	61,795	49,044	385%
Capital Outlay	1,202,864	541,639	(661,224)	-55%
Expenditure Totals	7,340,236	6,364,151	(976,085)	-13%

	Annual	YTD	YTD	Variance	
	Budget	Budget	Actual	\$	%
Salaries & Benefits	1,261,786	873,544	767,471	(106,074)	-12%
Purchase of Water	4,530,000	2,967,712	3,020,680	52,968	2%
WRC Operating Contract	1,768,299	1,178,866	1,016,386	(162,480)	-14%
Maintenance & Operating	1,301,745	867,830	741,855	(125,975)	-15%
IEPA Loan P&I	428,650	214,325	214,325	0	0%
DWC Loan P&I	61,795	61,795	61,795	0	0%
Capital Outlay	1,072,000	1,072,000	541,639	(530,361)	-49%
Expenditure Totals	10,424,275	7,236,072	6,364,151	(871,921)	-12%

Net Increase / (Decrease)

79,782	124,921	45,139		
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(1,107,077)	(142,674)	964,403		
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(1,414,275)	(1,003,561)	(142,674)	860,886	
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Village of Carol Stream
Capital Budget Summary
For the Month Ended December 31, 2013

	MONTH				YTD				BUDGET*		
	Last Year Dec	Current Year Dec	Monthly Variance \$ %		Last Year YTD	Current Year YTD	YTD Variance \$ %		Annual Budget	YTD Actual	% of Total
CAPITAL PROJECTS FUND											
REVENUES											
Capital Grants	\$ 6,499	\$ -	(6,499)	-100%	\$ 711,074	\$ 48,128	(662,946)	-93%	\$ 212,000	\$ 48,128	23%
Interest Income	4,118	(11,635)	(15,753)	-383%	31,482	24,753	(6,729)	-21%	70,000	24,753	35%
All Other / Miscellaneous	3,468	2,682	(786)	-23%	20,001	10,980	(9,020)	-45%	122,000	10,980	0%
Revenue Totals	14,086	(8,953)	(23,039)	-164%	762,556	83,861	(678,695)	-89%	404,000	83,861	21%
EXPENDITURES											
Roadway Improvements	96,089	258,654	162,565	169%	3,318,581	748,827	(2,569,754)	-77%	1,491,000	748,827	50%
Facility Improvements	-	295,625	295,625	100%	-	351,892	351,892	100%	704,000	351,892	50%
Stormwater Improvements	15,000	-	(15,000)	-100%	266,828	32,950	(233,878)	-88%	121,000	32,950	27%
Miscellaneous	-	14,305	14,305	100%	2,864	332,831	329,967	11522%	115,000	332,831	0%
Expenditure Totals	111,089	568,584	457,495	412%	3,588,273	1,466,499	(2,121,773)	-59%	2,431,000	1,466,499	60%
Net Increase / (Decrease)	(97,004)	(577,537)	(480,533)	495%	(2,825,717)	(1,382,639)	1,443,078	-51%	(2,027,000)	(1,382,639)	68%
MFT FUND											
REVENUES											
Motor Fuel Tax Allotments	\$ 85,793	\$ 74,834	(10,959)	-13%	\$ 833,782	\$ 821,378	(12,404)	-1%	\$ 933,000	\$ 821,378	88%
Interest Income	575	178	(396)	-69%	3,881	1,692	(2,189)	-56%	7,000	1,692	24%
Revenue Totals	86,368	75,012	(11,355)	-13%	837,663	823,069	(14,593)	-2%	940,000	\$ 823,069	88%
EXPENDITURES											
Street Resurfacing - Capital	-	-	-	0%	-	2,282,334	2,282,334	100%	3,325,000	2,282,334	0%
Crack Filling	37,913	-	(37,913)	-100%	135,809	-	(135,809)	-100%	123,000	-	0%
Salt	-	-	-	0%	137,068	-	(137,068)	-100%	-	-	0%
Electricity	4,354	-	(4,354)	-100%	28,603	-	(28,603)	-100%	-	-	0%
Materials and Supplies	751	-	(751)	-100%	20,216	-	(20,216)	-100%	-	-	0%
Expenditure Totals	43,018	-	(43,018)	-100%	321,697	2,282,334	1,960,637	100%	3,448,000	2,282,334	66%
Net Increase / (Decrease)	43,350	75,012	31,663	73%	515,966	(1,459,264)	(1,975,230)	-383%	(2,508,000)	(1,459,264)	58%

* 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 December 31, 2013

	MONTH				YTD				BUDGET				
	Last Year Dec	Current Year Dec	Monthly Variance \$ %		Last Year YTD	Current Year YTD	YTD Variance \$ %		Annual Budget	YTD Budget	YTD Actual	Variance \$ %	
GENEVA CROSSING TIF													
REVENUES													
TIF Property Taxes	\$ 34,963	\$ -	(34,963)	-100%	\$ 358,088	\$ 446,031	\$ 87,943	25%	\$ 407,000	\$ 407,000	\$ 446,031	39,031	10%
Interest Income	17	18	1	3%	128	133	5	4%	200	133	133	(0)	0%
Village Contribution	-	-	-	0%	66,376	51,659	(14,717)	-22%	130,000	70,000	51,659	(18,341)	-26%
Revenue Totals	34,981	18	(34,963)	-100%	424,592	497,824	73,231	17%	537,200	477,133	497,824	20,690	4%
EXPENDITURES													
Principal Retirement	230,000	240,000	10,000	4%	230,000	240,000	10,000	4%	240,000	240,000	240,000	-	0%
Interest Expense	69,055	63,880	(5,175)	-7%	138,110	127,760	(10,350)	-7%	127,760	127,760	127,760	-	0%
Paying Agent Fees	664	234	(430)	-65%	3,664	3,234	(430)	-12%	5,000	5,000	3,234	(1,766)	-35%
Expenditure Totals	299,719	304,114	4,395	1%	371,774	370,994	(780)	0%	372,760	372,760	370,994	(1,766)	0%
Net Increase / (Decrease)	(264,738)	(304,096)	(39,358)	15%	52,819	126,830	74,011	140%	164,440	104,373	126,830	22,456	22%
NORTH/SCHMALE TIF													
REVENUES													
TIF Property Taxes	\$ -	\$ -	\$ -	0%	\$ -	\$ 18,779	\$ 18,779	100%	\$ 18,000	\$ 18,000	\$ 18,779	\$ 779	4%
Sales Taxes	-	-	-	0%	-	-	-	0%	47,000	-	-	-	0%
Interest Income	-	0	0	100%	-	1	1	100%	100	60	1	(59)	-98%
Village Contribution	-	-	-	0%	-	1,878	1,878	100%	1,800	1,800	1,878	78	4%
Revenue Totals	-	0	0	100%	-	20,658	20,658	100%	66,900	19,860	20,658	798	4%
EXPENDITURES													
Legal Fees	7,132	98	(7,035)	-99%	22,019	7,086	(14,933)	-68%	10,000	8,000	7,086	(914)	-11%
Consulting Fees	-	-	-	0%	7,275	2,738	(4,538)	-62%	5,000	4,000	2,738	(1,263)	-32%
Other Expenses	-	-	-	0%	-	-	-	0%	10,000	10,000	-	(10,000)	-100%
Expenditure Totals	7,132	98	(7,035)	-99%	29,294	9,823	(19,471)	-66%	25,000	22,000	9,823	(12,177)	-55%
Net Increase / (Decrease)	(7,132)	(97)	7,035		(29,294)	10,835	40,129		41,900	(2,140)	10,835	12,975	

Village of Carol Stream
Police Pension Fund Budget Summary
 For the Month Ended December 31, 2013

POLICE PENSION FUND	MONTH				YTD				BUDGET				
	Last Year	Current Year	Monthly Variance		Last Year	Current Year	YTD Variance		Annual	YTD	YTD	Variance	
	Dec	Dec	\$	%	YTD	YTD	\$	%	Budget	Budget	Actual	\$	%
REVENUES													
Investment Income	\$ 252,472	\$ 176,502	(75,970)	-30%	\$ 1,135,966	\$ 1,062,512	(73,454)	-6%	\$ 2,450,500	\$ 1,633,667	\$ 1,062,512	(571,154)	-35%
Employee Contributions	38,109	42,154	4,046	11%	347,034	366,067	19,033	5%	525,000	363,464	366,067	2,603	1%
Village Contribution	122,866	129,313	6,447	5%	982,928	1,034,504	51,576	5%	1,551,754	1,034,504	1,034,504	-	0%
Other Revenues	1,129	-	(1,129)	-100%	123,073	60	(123,013)	-100%	-	-	60	60	100%
Revenue Totals	414,575	347,969	(66,606)	-16%	2,589,001	2,463,143	(125,858)	-5%	4,527,254	3,031,635	2,463,143	(568,491)	-19%
EXPENDITURES													
Investment and Admin Fees	6,137	16,872	10,735	175%	134,515	86,453	(48,062)	-36%	121,500	81,000	86,453	5,453	7%
Participant Benefit Payments	127,873	136,266	8,394	7%	1,020,021	1,065,227	45,206	4%	1,725,500	1,150,333	1,065,227	(85,106)	-7%
Expenditure Totals	134,010	153,138	19,128	14%	1,154,536	1,151,681	(2,855)	0%	1,847,000	1,231,333	1,151,681	(79,653)	-6%
Net Increase / (Decrease)	280,565	194,830	(85,735)		1,434,465	1,311,463	(123,003)		2,680,254	1,800,301	1,311,463	(488,839)	

Village of Carol Stream
Schedule of Cash and Investment Balances
 December 31, 2013

FUND	CASH	INVESTMENTS	TOTAL CASH & INVESTMENTS	LAST YEAR 12/31/2012
GENERAL FUND	\$ 1,076,095.72	\$ 14,339,113.32	\$ 15,415,209.04	\$ 17,131,176.13
WATER & SEWER FUND	520,007.69	14,734,829.52	15,254,837.21	13,819,414.10
CAPITAL PROJECTS FUND	-	20,941,885.68	20,941,885.68	19,754,285.70
MFT FUND	-	1,907,151.90	1,907,151.90	3,264,777.12
GENEVA CROSSING TIF FUND	-	1,885,848.57	1,885,848.57	1,670,197.37
NORTH/SCHMALE TIF FUND	-	10,658.07	10,658.07	-
POLICE PENSION FUND	209,454.33	37,510,740.72	37,720,195.05	34,732,931.12
TOTAL	<u>\$ 1,805,557.74</u>	<u>\$ 91,330,227.78</u>	<u>\$ 93,135,785.52</u>	<u>\$ 90,372,781.54</u>