

AGENDA

BOARD OF TRUSTEES VILLAGE OF CARPENTERSVILLE

November 1, 2016

7:00 P.M.

VILLAGE HALL BOARD ROOM

1200 L.W. BESINGER DRIVE, CARPENTERSVILLE, ILLINOIS 60110

- I. Call to Order**
- II. Roll Call for Attendance**
- III. Pledge of Allegiance**
- IV. Invocation – Pastor Phil Zilinski, Fox Valley Baptist Church**
- V. Appointments, Confirmations, and Administration of Oaths**
 - A. Appointment of Ms. Jenn Anderson to the Planning & Zoning Commission
 - B. Swearing in of new Officer Douglas Heitkamp
 - C. Swearing in of new Officer Gianna Sunta
- VI. Proclamations, Congratulatory Resolutions, Awards**
 - A. Halloween Decoration Contest
- VII. Public Comment**
 - **Please keep comments to 5 minutes or less**
- VIII. Consent Agenda**

All items listed on the Consent Agenda will be enacted by one motion. There will be no separate discussion of those items unless a Trustee so requests, in which event the item will be removed from the general order of business and considered in its normal sequence on the agenda.

 - A. Approval of Bills
 - Fiscal Year 2016 Bills List Totaling \$ 1,190,256.44
 - B. A Resolution Approving Professional Services Agreement With Baxter & Woodman, Inc., Of Crystal Lake, Illinois, For Water Rates Study

- C. An Ordinance Authorizing Acquisition Of Title To, Easements Over, Or Other Property Rights Over, Certain Real Property For The IL-31/Huntley-Main/Lincoln Intersection Improvement Project
 - D. A Resolution Authorizing The Approval Of Change In Plans No 1 And Final For The 2016 MFT/CDBG Eastside Resurfacing Project
 - E. A Resolution Authorizing The Approval Of Change In Plans No 1 And Final For The 2016 MFT Sidewalk Cutting Program
- IX. Reports of Manager, Officers, Commissions, and Staff**
- A. Estimated 2016 Tax Levy Presentation
- X. Old Business**
- XI. New Business**
- XII. Trustee Reports**
- XIII. Closed Session**
- A. Section 2(c)(1) of Open Meetings Act – The appointment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity.
- XIV. Discussion Concerning Other Village Business**
- XV. Adjournment**

The Village of Carpentersville, in compliance with the Americans with Disabilities Act (ADA), requests that persons with disabilities requiring accommodations to observe and / or participate in this meeting or having questions about the accessibility of meeting facilities contact the Assistant Village Manager (the Village's ADA Coordinator) at (847) 426-3439 at least 24 hours in advance of the meeting date.

**Posted on October 27, 2016
at Village of Carpentersville
1200 L.W. Besinger Drive
Carpentersville, Illinois 60110**



AGENDA ITEM EXECUTIVE SUMMARY

Village Board Meeting – November 01, 2016

Bills List Including Advance Payments: Fiscal Year End 12/31/2016

Staff Contact: Katrina Hanna, Assistant Finance Director

RECOMMENDATION

Approval of the attached bills list.

<u>FUND</u>	<u>DEPARTMENT</u>	<u>TOTALS</u>
001	GENERAL FUND	14,645.49
001110	ADMINISTRATION	197.61
001111	FINANCE	1,417.47
001112	INFORMATION TECHNOLOGY	9,260.52
001113	GENERAL SERVICES	18,480.00
001115	PUBLIC BUILDINGS	11,733.67
001220	PARKS	495.45
001370	STREET DEPARTMENT	78,468.12
001372	VEHICLE MAINTENANCE	6,703.31
001445	COMMUNITY DEVELOPMENT	6,111.50
001550	POLICE	66,741.02
001560	FIRE	16,293.05
001562	ESDA	14.56
030730	DEBT SERVICE EXPENDITURES	250.00
100	WATER & SEWER FUND	218.35
100111	FINANCE	1,160.56
100113	GENERAL SERVICES	2,700.00
100382	WATER FACILITIES	16,221.51
100392	SEWER DEPARTMENT	13,411.42
100393	SEWER UNDERGROUND	13,139.15
100730	DEBT SERVICE EXPENDITURES	70,582.22
235012	EQUIPMENT REPLACEMENT FUND REV	(4,000.00)
235550	POLICE CERF	13,104.36
235560	FIRE CERF	131,496.52
299370	STREET CAPITAL IMPROVEMENTS	1,843.50
400370	MFT FUNDED EXPENDITURES	63,750.26
701179	SSA #1 NEWPORT COVE EXPENDITURE	3,630.00
702179	SSA #21 WHITE OAKS	100.00
801189	TIF #1 SPRING HILL CNTR C&I	913.50
803189	TIF #3 ROUTE 25	405.00
804189	TIF #4 SPRING HILL MALL	324.00
805189	TIF #5 OLD TOWN/RTE 31	3,600.00
998099	RISK MANAGEMENT	41,793.25
	11/01/16 BILLS PAYABLE	\$ 605,205.37
	Payroll 10/14/2016	\$ 585,051.07
	TOTAL DISBURSEMENTS	\$ 1,190,256.44

INVOICES BY DEPARTMENT

Object #	Vendor	Description	Amount
Org: 001		Department: GENERAL FUND	
21300	AFLAC	AFLAC PREMIUMS NOV 16	6,365.46
21301	DELTA DENTAL - RISK	DENTAL HMO INS PREMIUMS NOV 16	460.60
21301	DELTA DENTAL - RISK	DENTAL PPO INS PREMIUMS NOV 16	7,819.43
			\$ 14,645.49
Org: 001110		Department: ADMINISTRATION	
52410	VERIZON WIRELESS	MONTHLY SERVICE 09/02/16-10/01/16	197.61
			\$ 197.61
Org: 001111		Department: FINANCE	
52105	OFFICIAL PAYMENTS CORP	ORCC FEES SEPTEMBER 2016	42.45
52190	NSN EMPLOYER SERVICES INC	4Q 2016 UNEMPLOYMENT MANAGEMENT SERVICES	150.00
52190	HR2U INC	HR SERVICES 10/11/16	311.95
52325	NEOPOST USA INC	POSTAGE MACHINE LEASE AUG16-NOV16	231.41
52325	BANCTEC INC	2016 ANNUAL DESKTOP FOLDER MAINTENANCE	306.42
52410	VERIZON WIRELESS	MONTHLY SERVICE 09/02/16-10/01/16	71.69
53620	QUILL CORPORATION	HR OFFICE SUPPLIES	108.95
53620	DATA FINANCIAL INC	CURRENCY COUNTER	194.60
			\$ 1,417.47
Org: 001112		Department: INFORMATION TECHNOLOGY	
52190	U S BANK EQUIPMENT FINANCE	INTERIM PAYMENT/COPIER CONTRACT 500-0484988	167.03
52190	MUNICIPAL WEB SERVICES	WEBSITE HOSTING/UPDATE AND MAINTENANCE	276.00
52190	GRANICUS INC	NOVEMBER 2016 MONTHLY SERVICE OPEN PLATFORM	300.00
52190	U S BANK EQUIPMENT FINANCE	CONTRACT PAYMENT 09/19/16-10/19/16	1,838.40
52190	U S BANK EQUIPMENT FINANCE	CONTRACT PAYMENT 09/19/16-10/19/16	3,281.14
52410	VERIZON WIRELESS	MONTHLY SERVICE 09/02/16-10/01/16	70.76
52410	CALL ONE	MONTHLY SERVICES 10/15/16-11/14/16	3,327.19

INVOICES BY DEPARTMENT

Object #	Vendor	Description	Amount
			\$ 9,260.52
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Org: 001113	Department: GENERAL SERVICES		
51130	KATRINA HANNA	ZOMBIE 5K REIMBURSEMENT/HANNA	19.30
51130	CENTEGRA OCCUPATIONAL HEALTH	DRUG SCREENINGS/FLU SHOTS	25.00
52030	HOLLAND AND KNIGHT LLP	EAST DUNDEE TIF LITIGATION (WALMART)	1,134.00
52030	HOLLAND AND KNIGHT LLP	125 S WESTERN AVE	2,001.70
52035	HOLLAND AND KNIGHT LLP	GENERAL RETAINER SEPTEMBER 2016	15,300.00
			\$ 18,480.00
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Org: 001115	Department: PUBLIC BUILDINGS		
52310	PATRIOT PAVEMENT MAINTENANCE	PARKING LOT SEAL COATING	10,260.00
52410	VERIZON WIRELESS	MONTHLY SERVICE 09/02/16-10/01/16	60.76
53606	GRAINGER INC W W	VH -HVAC INFARARED TEMP GUN	135.68
53630	WAREHOUSE DIRECT	BLEACH TO FLUSH BUILDNG SEWER LINES	23.75
53630	GRAINGER INC W W	VH RTU NORTH & SOUTH V-BELTS	48.13
53630	GRAINGER INC W W	VH BACK W DOOR CIGARETTE RECEPTACLE	81.11
53630	GRAINGER INC W W	FITLERS	182.29
53630	GRAINGER INC W W	VH AIR HANDLER V-BELTS & AIR FILTERS	224.95
53630	EARTHWISE ENVIRONMENTAL INC	COOLING TOWER WINTER STORAGE	717.00
			\$ 11,733.67
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Org: 001220	Department: PARKS		
52310	RAYMOND L O'CONNOR	ELECTRIC REPAIR	312.50
52901	HONEY BUCKET	RENTAL OF PORT-A-POTTY	170.00
53630	M & M PATIO BLOCK	TRASH CONTAINER BASE	12.95
			\$ 495.45
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Org: 001370	Department: STREET DEPARTMENT		

INVOICES BY DEPARTMENT

Object #	Vendor	Description	Amount
52150	CENTEGRA OCCUPATIONAL HEALTH	PHYSICALS/DRUG SCREENINGS	150.00
52156	HEALY ASPHALT COMPANY, LLC.	GRINDING DISPOSAL	35.00
52156	MIDWEST MATERIAL MANAGEMENT	CONCRETE DISPOSAL	47.00
52156	MIDWEST MATERIAL MANAGEMENT	STREET SWEEPING DISPOSAL	141.00
52156	HEALY ASPHALT COMPANY, LLC.	GRINDING DISPOSAL	210.00
52156	HEALY ASPHALT COMPANY, LLC.	GRINDING DISPOSAL	490.00
52156	HEALY ASPHALT COMPANY, LLC.	GRINDING DISPOSAL	581.65
52156	HEALY ASPHALT COMPANY, LLC.	GRINDING DISPOSAL	684.80
52156	HEALY ASPHALT COMPANY, LLC.	GRINDING DISPOSAL	770.00
52190	CENTEGRA OCCUPATIONAL HEALTH	DRUG SCREENINGS	320.00
52190	FASTSIGNS	STREET CONDITION RATING MAP	64.00
52190	BEANDANY'S INC	ASPHALT HAULING	1,317.50
52190	BEANDANY'S INC	ASPHALT HAULING	1,605.75
52190	BEANDANY'S INC	ASPHALT HAULING	3,060.00
52190	ORANGE CRUSH LLC	12 - TON ROLLER RENTAL	3,693.00
52310	GRAINGER INC W W	PW HVAC RT5 MECH SHOP- HEAT WHEEL FUSES	55.98
52310	GRAINGER INC W W	FILTERS	498.72
52310	TOTAL SYSTEMS ROOFING INC	PUBLIC WORKS SEMI-ANNUAL ROOF MAINTENANCE	900.00
52328	OMNI COMMERCIAL LIGHTING	4 STREETLIGHT REPAIRS	754.75
52330	MEADE ELECTRIC COMPANY INC	TRAFFIC LIGHT MAINTENANCE	147.93
52330	MEADE ELECTRIC COMPANY INC	TRAFFIC LIGHT MAINTENANCE	330.00
52410	VERIZON WIRELESS	MONTHLY SERVICE 09/02/16-10/01/16	15.19
52410	VERIZON WIRELESS	MONTHLY SERVICE 09/02/16-10/01/16	166.66
52740	BONKOSKI LAWN CARE INC	LIFT STATION LAWN MAINTENANCE	520.00
52762	PATRIOT PAVEMENT MAINTENANCE	CRACK SEALING	60,000.00
53100	AMERICAN HIGHWAY PRODUCTS LTD.	MANHOLE RUBBER RINGS	825.70
53102	HEALY ASPHALT COMPANY, LLC.	BASE REPAIR - LIVINGSTON	147.11
53102	BEVERLY MATERIALS LLC	GRADE 9 ROCK	604.40
53630	AIRGAS USA LLC	PROPANE FOR FORKLIFT	123.66
53630	SHERWIN WILLIAMS COMPANY	PAINT & ROLLERS	208.32
			\$ 78,468.12

Org: 001372

Department: VEHICLE MAINTENANCE

52190	HEILO CRANE AND HOIST INC	20 TON CRANE ANNUAL INSPECTION	809.61
52333	AIRGAS USA LLC	CYLINDER RENTAL	33.58
52333	M & A PRECISION TRUCK REPAIR	SAFETY LANE #235	61.00

INVOICES BY DEPARTMENT

Object #	Vendor	Description	Amount
52333	POMPS TIRE SERVICE	TIRE REPAIR #122	66.00
52333	CUCCI FORD	STEERING GEAR & ALIGNMENT	1,190.32
53600	RUSH TRUCK CENTERS OF ILLINOIS INC	CREDIT FOR RETURN	-254.35
53600	HAWKS NAPA AUTO PARTS	CREDIT FOR RETURN	-221.49
53600	RUSH TRUCK CENTERS OF ILLINOIS INC	AIR GOVENOR	13.95
53600	NORTHWEST TRUCKS INC	BUSHINGS	26.88
53600	CUCCI FORD	MIRROR LEVER ASSEMBLY #501	28.39
53600	CUCCI FORD	OIL PRESSURE SWITCH	34.80
53600	ROLAND MACHINERY EXCHANGE	WATER SYSTEM SWITCH	35.47
53600	RUSH TRUCK CENTERS OF ILLINOIS INC	HYDRAULIC FILTER #122	37.08
53600	FIRESTONE COMPLETE AUTO CARE	TIRE INSTALLATION- #831	46.99
53600	HAWKS NAPA AUTO PARTS	DOOR ACTUATOR #837	48.01
53600	CUCCI FORD	WINDSHIELD WASHER RESERVOIR #C-5	59.14
53600	HAWKS NAPA AUTO PARTS	OIL FILTERS	60.54
53600	HAWKS NAPA AUTO PARTS	OIL & AIR FILTERS	95.60
53600	NORTHWEST TRUCKS INC	BATTERY BOX COVER	119.17
53600	RUSH TRUCK CENTERS OF ILLINOIS INC	AIR/VAC CHECK VALVE	142.16
53600	NORTHWEST TRUCKS INC	BRAKE PADS & BUSHING	152.20
53600	HAWKS NAPA AUTO PARTS	STARTER C-10	193.50
53600	HAWKS NAPA AUTO PARTS	OIL FILTERS	233.22
53600	CUCCI FORD	BRAKES & ROTORS #205	240.30
53600	HAWKS NAPA AUTO PARTS	FUEL PUMP #836	240.90
53600	RUSH TRUCK CENTERS OF ILLINOIS INC	BATTERY BOX COVER	254.35
53600	RUSH TRUCK CENTERS OF ILLINOIS INC	IPR VALVE KIT #296	262.80
53600	BRISTOL HOSE & FITTINGS MAIN WAREHOUSE	HYDRAULIC FITTINGS	320.34
53600	GLOBAL EMERGENCY PRODUCTS INC	INDUCTIVE SWITCH	517.82
53600	MONROE TRUCK EQUIPMENT INC	HYDRAULIC HOIST CYLINDER	795.53
53600	BATTERIES PLUS BULBS	BATTERIES FOR PORTABLE LIFTS	1,059.50
			\$ 6,703.31

Org: 001445

Department: COMMUNITY DEVELOPMENT

52163	MARC HUBER	ICSC CONFERENCE MILEAGE REIMBURSEMENT/HUBER	65.56
52190	VILLAGE OF ALGONQUIN	SEP16 INSPECTIONS AND PLAN REVIEWS	261.00
52410	VERIZON WIRELESS	MONTHLY SERVICE 09/02/16-10/01/16	15.19
52410	VERIZON WIRELESS	MONTHLY SERVICE 09/02/16-10/01/16	542.52
53606	CDW GOVERNMENT INC	THINKPAD SLEEVE	56.46

INVOICES BY DEPARTMENT

Object #	Vendor	Description	Amount
53606	CDW GOVERNMENT INC	DEPOT & ADAPTER	862.89
53606	CDW GOVERNMENT INC	MOBILE PRINTER/ADAPTER	4,107.88
53630	KEVIN DUDA	FRAMES/LENS RIEMBURSEMENT- KDUDA	200.00
			\$ 6,111.50

Org: 001550

Department: POLICE

52013	INT'L ASSOCIATION FOR IDENTIFICATION	IAI 2017 ANNUAL MEMBERSHIP DUES/EICHINGER	80.00
52150	CENTEGRA OCCUPATIONAL HEALTH	DRUG SCREENINGS	30.00
52150	CENTEGRA OCCUPATIONAL HEALTH	DRUG SCREENINGS/FLU SHOTS	112.00
52150	CENTEGRA OCCUPATIONAL HEALTH	PHYSICALS/DRUG SCREENINGS	112.00
52153	L & S PRINTING INC	CARDS/HEITKAMP/SUNTA	70.00
52153	L & S PRINTING INC	PRISONER PROPERTY INVENTORY FORM	203.00
52163	NORTH EAST MULTI-REGIONAL TRAINING	DOMESTIC EXTREMIST/HATE GROUPS COURSE	50.00
52163	NORTH EAST MULTI-REGIONAL TRAINING	AREST/SEARCH/SEIZURE FOR SERGEANTS	100.00
52163	JORGE GONZALEZ	NEMRT POLICE TRAINING/GONAZALEZ	120.00
52163	TASER TRAINING ACADEMY	RECERTIFICATION/ACCOMANDO	200.00
52163	NORTH EAST MULTI-REGIONAL TRAINING	STAFF AND COMMAND SCHOOL/GONZALEZ	3,700.00
52190	CENTEGRA OCCUPATIONAL HEALTH	DRUG SCREENINGS	30.00
52190	FOX VALLEY LABORATORY PHYSICIANS SC	DRUG SCREEN/CHEMISTRY TESTING	45.00
52190	CENTEGRA OCCUPATIONAL HEALTH	DRUG SCREENINGS	60.00
52196	LEXIS NEXIS RISK SOLUTIONS	SEPTEMBER CONTRACT FEES/PHONE SEARCHES	161.00
52200	QUADCOM 9-1-1	NOVEMBER DISPATCH SERVICE	44,506.66
52303	OTTOSEN BRITZ KELLY COOPER GILBERT & DINC	SEPTEMBER LOCAL PROSECUTION	1,925.00
52327	ULTRA STROBE COMMUNICATIONS	C3 DIAGNOSE STROBES/REPLACE LED	125.45
52333	SPRING HILL AUTO BODY	C5 REPAIRS	5,124.39
52333	SECRETARY OF STATE LIC RENEWAL	TITLE/PONTIAC GRAND PRIX	95.00
52333	EXTREME CLEAN	SEPTEMBER CAR WASHES	129.00
52333	EBY GRAPHICS INC	C5 GRAPHIC REPLACEMENT	210.00
52410	VERIZON WIRELESS	MONTHLY SERVICE 09/02/16-10/01/16	834.96
53620	ACCURATE OFFICE SUPPLY CO	ENVELOPES/SHEET PROTECTORS	40.65
53630	ACE HARDWARE	KEYS	6.72
53630	MEDCO SUPPLY COMPANY	WIPES/SANITIZERS	87.15
53630	RAY O'HERRON COMPANY INC	STINGER LED FLASHLIGHT/WEBB	130.49
53630 20500	ULTRA STROBE COMMUNICATIONS	CRT VEHICLE EQUIPMENT	2,606.76
53651	RAY O'HERRON COMPANY INC	RETURNED BOOT	-122.49
53651	J G UNIFORMS INC	VEST COVER/CISNEROS	150.00

INVOICES BY DEPARTMENT

Object #	Vendor	Description	Amount
53651	GALLS LLC	BOOTS	200.36
53651	GALLS LLC	BOOTS	218.97
53651	RAY O'HERRON COMPANY INC	SERGEANT/COMMANDER BADGES	283.20
53753	GOLF ROSE BOARDING AND GROOMING	SEPTEMBER16 EUTHANASIA	60.00
53753	GOLF ROSE BOARDING AND GROOMING	SEPTEMBER16 HOSPITAL SERVICES	116.00
53753	GOLF ROSE BOARDING AND GROOMING	SEPTEMBER16 MUNICIPAL CAT BOARDING	170.00
53753	GOLF ROSE BOARDING AND GROOMING	SEPTEMBER16 EXPRESS BATH	333.00
53753	GOLF ROSE BOARDING AND GROOMING	SEPTEMBER16 CANINE DISTEMPER	389.85
53753	GOLF ROSE BOARDING AND GROOMING	SEPTEMBER16 DOG BOARDING	3,959.00
53761	TOPS IN DOG TRAINING CORP	K9 BOARDING/DOG FOOD	87.90
			\$ 66,741.02

Org: 001560

Department: FIRE

52190	ANDRES MEDICAL BILLING LTD	SEP 16 MEDICAL BILLING CHARGES	2,785.69
52190	CENTEGRA OCCUPATIONAL HEALTH	DRUG SCREENINGS	30.00
52190	CENTEGRA OCCUPATIONAL HEALTH	DRUG SCREENINGS	30.00
52190	CENTEGRA OCCUPATIONAL HEALTH	DRUG SCREENINGS	60.00
52190	ANDRES MEDICAL BILLING LTD	MEDICARE REVALIDATION FEE	554.00
52190	ANDRES MEDICAL BILLING LTD	JULY AMBULANCE BILLING	2,669.47
52410	VERIZON WIRELESS	MONTHLY SERVICE 09/02/16-10/01/16	367.81
53100	ACE HARDWARE	MISC TOOLS- ST92	20.85
53100	GRAINGER INC W W	OFFICE SUPPLIES	110.45
53100	CORNERSTONE APPLIANCE	ST93 FREEZER REPAIR	122.00
53100	CORNERSTONE APPLIANCE	ST92 CLOTHES DRYER REPAIR	132.84
53100	PATRIOT PAVEMENT MAINTENANCE	SEAL COATING AND STRIPPING AT ST93	6,200.00
53100	WAREHOUSE DIRECT	CLEANING SUPPLIES ST91	472.26
53606	ACE HARDWARE	MISC TOOLS- ST92	38.67
53606	LIFE ASSIST	FIBEROPTIC LARYNGOSCOPE HANDLE	219.00
53651	RAY O'HERRON COMPANY INC	UNIFORM REPLACEMENT- MILLER	18.00
53651	RAY O'HERRON COMPANY INC	UNIFORM REPLACEMENT-WEMKEN	76.95
53651	RAY O'HERRON COMPANY INC	UNIFORM REPLACEMENT-SCHILLING	81.00
53651	RAY O'HERRON COMPANY INC	UNIFORM REPLACEMENT-PAYTON	94.74
53651	RAY O'HERRON COMPANY INC	UNIFORM REPLACEMENT-WHELAN	191.38
53651	RAY O'HERRON COMPANY INC	UNIFORM REPLACEMENT-RAMOS	234.43
53651	WITMER PUBLIC SAFETY GROUP	HELMET SHIELD AND PAD REPLACEMENTS	287.94
53796	EMERGENCY MEDICAL PRODUCTS INC	FARETEC TRACTION DEVICES	1,495.57

INVOICES BY DEPARTMENT

Object #	Vendor	Description	Amount
			\$ 16,293.05
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Org: 001562	Department: ESDA		
52323	VERIZON WIRELESS	MONTHLY SERVICE 09/02/16-10/01/16	14.56
			\$ 14.56
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Org: 030730	Department: DEBT SERVICE EXPENDITURES		
58510 92008	WELLS FARGO BANK	SERIES 2008 PAYING AGENT 10/01/16-03/31/17	250.00
			\$ 250.00
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Org: 100	Department: WATER & SEWER FUND		
12150	ORTIZ, ALFREDO	UB 11032 28 BIRCH ST	14.32
12150	HAERTEL, SCOTT	UB 18136 3420 BLUE RIDGE DR	14.32
12150	ALAGARSAMY, LAKKUREDDI	UB 18482 4907 KIMBALL LN	14.32
12150	PARSON, AMBER	UB 10573 37 CARDINAL LN	14.83
12150	ABURTO, RAUL	UB 12662 429 BLACKHAWK AVE	17.36
12150	RUDZKI, DANIEL	UB 19430 7306 GRANDVIEW CT	18.08
12150	URIOSTEGUI, ARESELDA	UB 14352 543 E EDWARDS AVE	20.14
12150	AVILA, DAVID	UB 13612 2151 MORNINGSIDE CIR	30.58
12150	ESSARY, JAMEE	UB 14018 31 N LORD AVE	74.40
			\$ 218.35
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Org: 100111	Department: FINANCE		
52105	OFFICIAL PAYMENTS CORP	ORCC FEES SEPTEMBER 2016	42.45
52190	HR2U INC	HR SERVICES 10/11/16	55.05
52190	NSN EMPLOYER SERVICES INC	4Q 2016 UNEMPLOYMENT MANAGEMENT SERVICES	150.00
52325	NEOPOST USA INC	POSTAGE MACHINE LEASE AUG16-NOV16	231.40
52325	BANCTEC INC	2016 ANNUAL DESKTOP FOLDER MAINTENANCE	306.42
52410	VERIZON WIRELESS	MONTHLY SERVICE 09/02/16-10/01/16	71.69

INVOICES BY DEPARTMENT

Object #	Vendor	Description	Amount
53620	QUILL CORPORATION	HR OFFICE SUPPLIES	108.95
53620	DATA FINANCIAL INC	CURRENCY COUNTER	194.60
			\$ 1,160.56
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Org: 100113	Department: GENERAL SERVICES		
52035	HOLLAND AND KNIGHT LLP	GENERAL RETAINER SEPTEMBER 2016	2,700.00
			\$ 2,700.00
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Org: 100382	Department: WATER FACILITIES		
52190	BADGER METER INC	3 MONTH GALAXY SERVICE	162.00
52190	BAXTER AND WOODMAN	WATER MODELING	321.25
52409	NICOR GAS	72769310003 BOOSTER #1 9/2/16 - 10/3/16	24.75
52410	VERIZON WIRELESS	MONTHLY SERVICE 09/02/16-10/01/16	15.19
52410	VERIZON WIRELESS	MONTHLY SERVICE 09/02/16-10/01/16	173.88
52783	CARGILL SALT DIVISION	SOFTENNG SALT	2,315.87
52783	CARGILL SALT DIVISION	SOFTENING SALT	2,583.05
52783	CARGILL SALT DIVISION	SOFTENING SALT	2,605.49
53100	ACE HARDWARE	CLEANING SUPPLIES,FASTENERS,CHECK VALVE, TAPE	57.25
53110	USA BLUE BOOK	B-BOX PLUGS, METER SPUDS	70.90
53110	USA BLUE BOOK	1 1/4 B-BOX PLUGS	86.28
53110	ACE HARDWARE	CLEANING SUPPLIES,FASTENERS,CHECK VALVE, TAPE	95.82
53606	INTERSTATE BATTERIES	BATTERY REPAIR TOPS	6.90
53606	ACE HARDWARE	CLEANING SUPPLIES,FASTENERS,CHECK VALVE, TAPE	37.18
53606	FASTENAL COMPANY	UPS POWER SUPPLY	159.35
53630	FASTENAL COMPANY	NITRILE GLOVES	59.72
53630	GRAINGER INC W W	SCHEDULE 80 FITTINGS	60.40
53630	HACH COMPANY	LAB REAGENTS	963.83
53776	ACE HARDWARE	CLEANING SUPPLIES,FASTENERS,CHECK VALVE, TAPE	37.99
53776	USA BLUE BOOK	B-BOX PLUGS, METER SPUDS	255.78
53777	ALEXANDER CHEMICAL CORPORATION	CHLORINE/FLUORIDE/ACID	2,332.00
53777	ALEXANDER CHEMICAL CORPORATION	CHLORINE/FLUORIDE/ACID	3,796.63
			\$ 16,221.51

INVOICES BY DEPARTMENT

Object #	Vendor	Description	Amount
Org: 100392		Department: SEWER DEPARTMENT	
52323	BENCHMARK SALES AND SERVICE INC	REPOT CONTROL/POWER CORD FOR PR PUMP #2	650.00
52323	LAN ELECTRIC INC	POLYMER SYSTEM ELECTRICAL DIAGNOSIS	672.00
52323	BENCHMARK SALES AND SERVICE INC	LS 18 PULL & UNCLOG PUMP	750.00
52409	NICOR GAS	84934809264 LS #20 8/29/16 - 9/28/16	24.65
52410	VERIZON WIRELESS	MONTHLY SERVICE 09/02/16-10/01/16	15.19
52410	VERIZON WIRELESS	MONTHLY SERVICE 09/02/16-10/01/16	132.06
52413	SYNAGRO CENTRAL LLC	SLUDGE HAULING, NEWPORT COVE POND PROJECT	8,302.50
53110	ACE HARDWARE	COMPRESSOR HOSE/ BALL COCK/ BATTERIES	21.71
53110	FASTENAL COMPANY	S/S BOLTS	41.39
53110	FASTENAL COMPANY	ANCHORS & GRINDER DRESSING WHEEL	64.65
53113	USA BLUE BOOK	LS #13 TRANSDUCER	597.95
53630	CENTURY SPRINGS	LAB WATER	19.90
53630	USA BLUE BOOK	FITLERS, ACID, HAZMAT	221.92
53777	POLYDYNE INC	GBT POLYMER	1,897.50
			\$ 13,411.42

Org: 100393		Department: SEWER UNDERGROUND	
52190	ME SIMPSON CO INC	VALVE EXERCISING/LEAK DETECTION	1,122.00
52323	ME SIMPSON CO INC	VALVE EXERCISING/LEAK DETECTION	6,600.00
52410	VERIZON WIRELESS	MONTHLY SERVICE 09/02/16-10/01/16	110.60
53110	RUSSO'S POWER EQUIPMENT INC	SAW FITLERS	52.89
53110	TIFCO INDUSTRIES	2 ROLLS SAND PAPER	83.01
53110	WELCH BROTHERS INC	MANHOLES, FLAT TOPS	1,333.00
53606	RUSSO'S POWER EQUIPMENT INC	CONCRETE SAW REPAIR	300.84
53778	JOSEPH D FOREMAN & CO	CARPENTER PARK PC LABOR	415.00
53778	UNDERGROUND PIPE & VALVE, CO	PIPE & COPPER	1,336.81
53778	JOSEPH D FOREMAN & CO	16" X 6" TAP SLEEVE WITH VALVE (CARPENTER PARK)	1,785.00
			\$ 13,139.15

Org: 235012		Department: EQUIPMENT REPLACEMENT FUND REV	
46896	PHYSIO-CONTROL INC	CARDIAC MONITER/DEFIBRILATORS	-4,000.00

INVOICES BY DEPARTMENT

Object #	Vendor	Description	Amount
			\$ -4,000.00
<hr/>			
Org: 235550	Department: POLICE CERF		
55750	ULTRA STROBE COMMUNICATIONS	ADMINISTRATIVE VEHICLE EQUIPMENT	4,262.52
55750	ULTRA STROBE COMMUNICATIONS	PATROL VEHICLE EQUIPMENT	8,841.84
			\$ 13,104.36
<hr/>			
Org: 235560	Department: FIRE CERF		
55750	PHYSIO-CONTROL INC	CARDIAC MONITER/DEFIBRILATORS	131,496.52
			\$131,496.52
<hr/>			
Org: 299370	Department: STREET CAPITAL IMPROVEMENTS		
56502 70133	HOLLAND AND KNIGHT LLP	ROUTE 31 HUNTLEY PROJECT	1,843.50
			\$ 1,843.50
<hr/>			
Org: 400370	Department: MFT FUNDED EXPENDITURES		
52404	COMMONWEALTH EDISON	0926508018 TULSA & BERKLEY #16-00000-00-GM	15.03
52404	ILLINOIS POWER MARKETING	GMCVIL2054 FLAGSTONE #16-00000-00-GM	43.07
52404	ILLINOIS POWER MARKETING	GMCVIL2054 FLAGSTONE #16-00000-00-GM	2,823.55
52404	COMMONWEALTH EDISON	0394129107 SW ELM #16-00000-00-GM	6,349.42
53102	LORIG CONSTRUCTION CO	ASPHALT 3RD & 2ND BASE #16-00000-00-GM	4,165.65
53102	LORIG CONSTRUCTION CO	TAP LAYER 3RD AVE. #16-00000-00-GM	5,410.31
53102	LORIG CONSTRUCTION CO	ASPHALT - BASE EDWARDS #16-00000-00-GM	12,544.55
53102	LORIG CONSTRUCTION CO	EDWARDS - TOP LAYER #16-00000-00-GM	13,930.73
53102	LORIG CONSTRUCTION CO	ASPHALT TOP LAYER 1ST, 2ND, BRAMER #16-00000-00-GM	18,467.95
			\$ 63,750.26

INVOICES BY DEPARTMENT

Object #	Vendor	Description	Amount
Org: 701179		Department: SSA#1 NEWPORT COVE EXPENDITURE	
52310	SYNAGRO CENTRAL LLC	SLUDGE HAULING, NEWPORT COVE POND PROJECT	3,630.00
			\$ 3,630.00
Org: 721179		Department: SSA #21 WHITE OAKS	
52310	BONKOSKI LAWN CARE INC	BRUSH CLEAN UP	100.00
			\$ 100.00
Org: 801189		Department: TIF #1 SPRING HILL CNTR C&I	
52030	HOLLAND AND KNIGHT LLP	COMMERCE PARKWAY TIF DISTRICT	913.50
			\$ 913.50
Org: 803189		Department: TIF #3 ROUTE 25	
52030	HOLLAND AND KNIGHT LLP	WALMART ZONING APPLICATION	405.00
			\$ 405.00
Org: 804189		Department: TIF #4 SPRING HILL MALL	
52030	HOLLAND AND KNIGHT LLP	SPRING HILL MALL REDEVELOPMENT	324.00
			\$ 324.00
Org: 805189		Department: TIF #5 OLD TOWN/RTE 31	
52190 60007	TERRA TECHNOLOGY LAND SURVEYING INC	LEGAL DESCRIPTION EASEMENT II/W MAIN	400.00
52190 60007	TERRA TECHNOLOGY LAND SURVEYING INC	PLAT OF EASEMENT/WASHINGTON ST	3,200.00

INVOICES BY DEPARTMENT

Object #	Vendor	Description	Amount
			<u>\$ 3,600.00</u>
Org: 998099	Department: RISK MANAGEMENT		
52203	GALLAGHER RISK MANAGEMENT INC	LIABILITY INSURANCE CONTRACT FEE	<u>32,000.00</u>
			<u>\$ 32,000.00</u>

GRAND TOTAL: \$524,829.90

INVOICES BY DEPARTMENT -
ADVANCE PAYMENTS

Object #	Vendor	Description	Amount
Org: 100730	Department: DEBT SERVICE EXPENDITURES		
58357	ILLINOIS EPA BUREAU OF WATER	WASTE WATER PROJECT L17-4256	48,405.16
58358	ILLINOIS EPA BUREAU OF WATER	WASTE WATER PROJECT L17-4256	22,177.06
			<u>\$ 70,582.22</u>

Org: 998099	Department: RISK MANAGEMENT		
52202	UNDERWRITERS SAFETY & CLAIMS INC	WORKERS' COMPENSATION 10/01/16 - 10/16/16	9,793.25
			<u>\$ 9,793.25</u>

GRAND TOTAL: \$80,375.47

VILLAGE OF CARPENTERSVILLE

1200 L. W. Besinger Drive
Carpentersville, Illinois 60110
847-426-3439

Village President
Ed Ritter

Village Clerk
Therese M. Wilde

Village Manager
J. Mark Rooney

Village Trustees
Don Burroway
Paul Humpfer
Ginger Stephens
Kevin Rehberg
Patricia Schultz
Jeff sabbe

_____ *Concur*

BOARD REPORT

TO: VILLAGE PRESIDENT AND BOARD OF TRUSTEES

FROM: HITESH DESAI, FINANCE DIRECTOR

DATE: OCTOBER 9, 2016

SUBJECT: WATER RATE STUDY SERVICE AGREEMENT WITH BAXTER WOODMAN

BACKGROUND

Currently, The Village is in the last year of five (5) year rate increase approved by the Village Board in 2010. The last rate increase went into effect as of August 1, 2016. After reviewing Water/ Sewer infrastructure and debt service needs, staff felt the need for another rate study to be conducted by an independent consultant. This would enable the Village to charge appropriate rates for water and Sewer services for the next five years considering their water /sewer main lines replacement requirement, maintenance expense and debt service payments.

ANALYSIS

Few months back, the Village issued the RFP for Water Rate study. Two engineering firms submitted their response including Burns and McDonnell and Baxter and Woodman. Baxter and Woodman conducted the similar rate study for the Village in 2010. The Village Public Works and Finance staff met with the representatives of both the firms to discuss the scope of work and their proposal in detail. Some of the items discussed were current operating expense, fund balance, condition of existing water/sewer mains and lines, infrastructure replacement required in next 5 years, debt service requirements etc.

**11/1/16 Agenda
Item No. VIII.B.**

After thorough review, staff proposed to go with Baxter and Woodman for the rate study. This item was discussed in the last Audit and Finance meeting and they recommended the approval of Baxter and Woodman to the full Village Board to conduct the water rate study. The decision was based on the fees charged, their approach and the firm's continuing experience with the Village water system and other Illinois communities. There will be 3 on site meetings to have a detailed discussion of all information needed. The Study is expected to be finalized in 3-4 months.

FISCAL IMPACT

Baxter and Woodman will be paid \$27,900 for their rate Study services out of the Water Fund budget.

DEPARTMENT RECOMMENDATION

Staff recommends Village Board approve the attached agreement with Baxter and Woodman to perform Water Rate Study.

RESOLUTION NO. _____

**A RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT WITH
BAXTER & WOODMAN, INC., OF CRYSTAL LAKE, ILLINOIS,
FOR WATER RATES STUDY**

WHEREAS, the Village supplies water and sewer service within the Village and surrounding areas ("**Water Services**"); and

WHEREAS, in 2010, the Village hired an independent consultant to conduct a study of the rates the Village charges for its Water Services ("**Water Rates**"); and

WHEREAS, following the recommendations of that independent consultant, the Village Board approved an incremental five-year increase of its Water Rates ("**Water Rates Increase**"); and

WHEREAS, with the last scheduled increase of the Water Rates Increase occurring on August 1, 2016, the Village desires to retain a consultant to conduct another study of its Water Rates ("**Water Rates Study**"); and

WHEREAS, the Village received two proposals in response to a request for proposals for the Water Rates Study; and

WHEREAS, the Village has determined that Baxter & Woodman, Inc., of Crystal Lake, Illinois ("**Consultant**"), submitted a proposal to perform the Water Rates Study that best satisfies the requirements and needs of the Village; and

WHEREAS, the Village desires to enter into an agreement with the Consultant for the performance of the Water Rates Study ("**Agreement**"); and

WHEREAS, the Village President and Board of Trustees have determined that entering into the Agreement with Consultant will serve and be in the best interest of the Village;

NOW, THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village of Carpentersville, Kane County, Illinois, as follows:

SECTION 1: RECITALS. The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2: APPROVAL OF AGREEMENT. The Agreement by and between the Village and the Consultant are hereby approved in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the Village Manager and the Village Attorney.

SECTION 3: EXECUTION OF AGREEMENT. The Village Manager and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the final Agreement upon receipt by the Village Clerk of at least one original copy of the Agreement executed by Consultant; provided, however, that if the executed copy of the Agreement is not received by the Village Clerk within 30 days after the effective date of this Resolution, then this authority to execute and attest will, at the option of the President and Board of Trustees, be null and void.

SECTION 4: EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage and approval as provided by law.

Motion made by Trustee _____, seconded by Trustee _____, that the Resolution be adopted.

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES of the Village of Carpentersville, Illinois at a regular meeting thereof held on the ____ day of October, 2016, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this ____ day of October, 2016.

Ed Ritter, Village President

(SEAL)

ATTEST:

Therese M. Wilde, Village Clerk

EXHIBIT A
AGREEMENT

**VILLAGE OF CARPENTERSVILLE
PROFESSIONAL SERVICES AGREEMENT**

This **PROFESSIONAL SERVICES AGREEMENT** ("**Agreement**") is dated as of the _____ day of _____, 2016, and is by and between the **VILLAGE OF CARPENTERSVILLE**, an Illinois home rule municipal corporation ("**Village**"), and the Consultant identified in Section 1.A of this Agreement.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the Village's statutory and home rule powers, the parties agree as follows:

SECTION 1. CONSULTANT.

A. Engagement of Consultant. The Village desires to engage the Consultant identified below to perform and to provide all necessary professional consulting services to perform the work in connection with the project identified below:

Consultant Name ("<i>Consultant</i>"):	Baxter & Woodman, Inc.
Address:	8678 Ridgfield Road Crystal Lake, Illinois 60012
Telephone No.:	(815) 459-1260
Email:	info@baxterwoodman.com
Project Name/Description:	Water & Sewer Rate Study 2016
Agreement Amount:	Not to Exceed \$27,900.00

B. Project Description. Consultant will evaluate the Village's current water and sewer rate structure using its expertise in engineering, financial, and utility management, and will provide the Village with a comprehensive water and sewer rate study that will include, without limitation, an objective analysis of the Village's current water and sewer rate structure and recommendations for the Village's water and sewer rate structure for the next five years, as more fully described in the scope of services attached to this Agreement as **Exhibit A ("*Scope of Services*")**.

C. Representations of Consultant. The Consultant represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the consulting services that are set forth in the Scope of Services ("**Services**") in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

SECTION 2. PERFORMANCE OF SERVICES.

A. Retention of the Consultant. The Village retains the Consultant to perform, and the Consultant agrees to perform, the Services.

B. Services. The Consultant shall provide the Services pursuant to the terms and conditions of this Agreement.

C. stoppage Commencement; Time of Performance. The Consultant shall commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties ("***Commencement Date***"). The Consultant shall diligently and continuously prosecute the Services until the completion of the Services or upon the termination of this Agreement by the Village, but in no event later than the date that is **180** days after the Commencement Date ("***Time of Performance***"). The Village may modify the Time of Performance at any time upon 15 days prior written notice to the Consultant. Delays caused by the Village shall extend the Time of Performance in equal proportion to the delay caused by the Village; provided, however, that the Consultant shall be responsible for completion of all work within the Time of Performance, notwithstanding any strike or other work by employees of either the Consultant or the Village.

D. Reporting. The Consultant shall regularly report to the Village Manager, or his designee, regarding the progress of the Services during the term of this Agreement.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

A. Agreement Amount. The total amount paid by the Village for the Services pursuant to this Agreement shall not exceed the amount identified as the Agreement Amount in Section 1.A of this Agreement. No claim for additional compensation shall be valid unless made in accordance with Sections 3.D or 3.E of this Agreement.

B. Invoices and Payment. The Consultant shall submit invoices in an approved format to the Village for costs incurred by the Consultant in performing the Services. The amount billed in each invoice for the Services shall be based solely upon the rates set forth in **Exhibit B**. The Village shall pay to the Consultant the amount billed within 45 days after receiving such an invoice.

C. Records. The Consultant shall maintain records showing actual time devoted and costs incurred, and shall permit the Village to inspect and audit all data and records of the Consultant for work done pursuant to this Agreement. The records shall be made available to the Village at reasonable times during the term of this Agreement, and for one year after the termination of this Agreement.

D. Claim In Addition To Agreement Amount.

1. The Consultant shall provide written notice to the Village of any claim for additional compensation as a result of action taken by the Village, within 15 days after the occurrence of such action.

2. The Consultant acknowledges and agrees that: (a) the provision of written notice pursuant to Section 3.D.1 of this Agreement shall not be deemed or interpreted as entitling the Consultant to any additional compensation; and (b) any changes in the Agreement Amount shall be valid only upon written amendment pursuant to Section 8.A of this Agreement.

3. Regardless of the decision of the Village relative to a claim submitted by the Consultant, the Consultant shall proceed with all of the work required to complete the Services under this Agreement, as determined by the Village, without interruption.

E. Additional Services. The Consultant acknowledges and agrees that the Village shall not be liable for any costs incurred by the Consultant in connection with any services provided by the Consultant that are outside the scope of this Agreement ("***Additional Services***"), regardless of whether such Additional Services are requested or directed by the Village, except upon the prior written consent of the Village.

F. Taxes, Benefits, and Royalties. Each payment by the Village to the Consultant includes all applicable federal, state, and Village taxes of every kind and nature applicable to the Services, as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits, and all costs, royalties, and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty, or fee are hereby waived and released by the Consultant.

G. Final Acceptance. The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by the Village of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed.

SECTION 4. PERSONNEL; SUBCONTRACTORS.

A. Key Project Personnel. The project team members identified in **Exhibit C** ("***Key Project Personnel***") shall be primarily responsible for carrying out the Services on behalf of the Consultant. The Key Project Personnel shall not be changed without the Village's prior written approval.

B. Availability of Personnel. The Consultant shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Consultant shall notify the Village as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant shall have no claim for damages and shall not bill the Village for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassignment, or resignation.

C. Approval and Use of Subcontractors. The Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved in advance by the Village in writing. All subcontractors

and subcontracts used by the Consultant shall be acceptable to, and approved in advance by, the Village. The Village's approval of any subcontractor or subcontract shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term "Consultant" shall be deemed also to refer to all subcontractors of the Consultant, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

D. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the Village and consistent with commonly accepted professional practices, the Consultant shall immediately upon notice from the Village remove and replace such personnel or subcontractor. The Consultant shall have no claim for damages, for compensation in excess of the amount contained in this Agreement, or for a delay or extension of the Time of Performance as a result of any such removal or replacement.

SECTION 5. CONFIDENTIAL INFORMATION.

A. Confidential Information. The term "*Confidential Information*" shall mean information in the possession or under the control of the Village relating to the technical, business, or corporate affairs of the Village; Village property; user information, including, without limitation, any information pertaining to usage of the Village's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. Village Confidential Information shall not include information that can be demonstrated: (1) to have been rightfully in the possession of the Consultant from a source other than the Village prior to the time of disclosure of such information to the Consultant pursuant to this Agreement ("*Time of Disclosure*"); (2) to have been in the public domain prior to the Time of Disclosure; (3) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Consultant or the Village; or (4) to have been supplied to the Consultant after the Time of Disclosure without restriction by a third party who is under no obligation to the Village to maintain such information in confidence.

B. No Disclosure of Confidential Information by the Consultant. The Consultant acknowledges that it shall, in performing the Services for the Village under this Agreement, have access, or be directly or indirectly exposed, to Confidential Information. The Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without the express prior written consent of the Village. The Consultant shall use reasonable measures at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information.

SECTION 6. STANDARD OF SERVICES AND INDEMNIFICATION.

A. Representation and Certification of Services. The Consultant represents and certifies that the Services shall be performed in accordance with the standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the Time of Performance. The representations and certifications expressed shall be in addition to any other representations and certifications expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the Village.

B. Technical Accuracy. Consultant shall be responsible for the technical accuracy of all Services and documents provided to the Village pursuant to this Agreement.

C. Indemnification. The Consultant shall, and does hereby agree to, indemnify, save harmless, and defend the Village against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with the Consultant's performance of, or failure to perform, the Services or any part thereof, or any failure to meet the representations and certifications set forth in Section 6.A of this Agreement.

D. Insurance. The Consultant shall provide, at its sole cost and expense, liability insurance in the aggregate amount of \$1,000,000, which insurance shall include, without limitation, protection for all activities associated with the Services. The insurance shall be for a minimum of \$1,000,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage. The Consultant shall cause the Village to be named as an additional insured on the insurance policy described in this Section 6.D. Not later than 10 days after the Commencement Date, the Consultant shall provide the Village with either: (a) a copy of the entire insurance policy; or (b) a Certificate of Insurance along with a letter from the broker issuing the insurance policy to the effect that the Certificate accurately reflects the contents of the insurance policy. The insurance coverages and limits set forth in this Section 6.D shall be deemed to be minimum coverages and limits, and shall not be construed in any way as a limitation on the Consultant's duty to carry adequate insurance or on the Consultant's liability for losses or damages under this Agreement.

E. No Personal Liability. No elected or appointed official or employee of the Village shall be personally liable, in law or in contract, to the Consultant as the result of the execution of this Agreement.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.

A. Relationship of the Parties. The Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed: (1) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Village and Consultant; or (2) to create any relationship between the Village and any subcontractor of the Consultant.

B. Conflict of Interest. The Consultant represents and certifies that, to the best of its knowledge: (1) no elected or appointed Village official, employee or agent has a personal financial interest in the business of the Consultant or in this Agreement, or has personally received payment or other consideration for this Agreement; (2) as of the date of this Agreement, neither Consultant nor any person employed or associated with Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither Consultant nor any person employed by or associated with Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

C. No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.

D. Termination. Notwithstanding any other provision hereof, the Village may terminate this Agreement at any time upon 15 days written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed, which shall be determined on the basis of the rates set forth in **Exhibit B (“Fee for Services”)**. The Consultant shall provide the Village with reproducible copies of all drawings, developed applications, and any other documents completed in connection with this Agreement prior to the effective date of termination.

E. Compliance With Laws and Grants.

1. **Compliance with Laws.** The Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided,

performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including, without limitation: any applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Consultant shall also comply with all conditions of any federal, state, or local grant received by the Village or the Consultant with respect to this Agreement or the Services. Further, the Consultant shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act.

2. Liability for Noncompliance. The Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Consultant's, or any of its subcontractors, performance of, or failure to perform, the Services or any part thereof.

3. Required Provisions. Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

F. Default. If it should appear at any time that the Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("***Event of Default***"), and fails to cure any such Event of Default within ten business days after the Consultant's receipt of written notice of such Event of Default from the Village, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Cure by Consultant. The Village may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement.

2. Termination of Agreement by Village. The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement after the effective date of termination.

3. Withholding of Payment by Village. The Village may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Consultant or as a result of actions taken by the Village in response to any Event of Default by the Consultant.

G. No Additional Obligation. The Parties acknowledge and agree that the Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant or with any vendor solicited or recommended by the Consultant.

H. Village Board Authority. Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Consultant to, vendors shall be subject to the approval of the Village Board of Trustees. For purposes of this Section 7.H, "vendors" shall mean entities engaged in subcontracts for the provision of additional services directly to the Village. The Village shall not be liable to any vendor or third party for any agreements made by the Consultant without the knowledge and approval of the Village Board of Trustees.

I. Mutual Cooperation. The Village agrees to cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with such non-confidential information that the Village may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the Village in the performance and completion of the Services and with any other consultants engaged by the Village.

J. News Releases. The Consultant shall not issue any news releases, advertisements, or other public statements regarding the Services without the prior written consent of the Village Manager.

K. Ownership. Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received from the Village by the Consultant in connection with any or all of the Services to be performed under this Agreement ("***Documents***") shall be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Consultant shall cause the Documents to be promptly delivered to the Village.

SECTION 8. GENERAL PROVISIONS.

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

B. Assignment. This Agreement may not be assigned by the Village or by the Consultant without the prior written consent of the other party.

C. Binding Effect. The terms of this Agreement shall bind and inure to the benefit of the Village, the Consultant, and their agents, successors, and assigns.

D. Notice. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or by (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of: (a) actual receipt; (b) one business day after deposit with an overnight courier, as

evidenced by a receipt of deposit; or (c) four business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 8.D, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received.

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

Village of Carpentersville
Village Hall
1200 L.W. Besinger Drive
Carpentersville, Illinois 60110
Attention: Village Manager

With a copy to:

Holland & Knight LLP
131 S. Dearborn, 30th Floor
Chicago, Illinois 60603
Attention: Hart M. Passman, Village Attorney

Notices and communications to the Consultant shall be addressed to, and delivered at, the following address:

Baxter & Woodman, Inc.
8678 Ridgefield Road
Crystal Lake, Illinois 60012
Attention: Carolyn Grieves

With a copy to:



E. Third Party Beneficiary. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the Village.

F. Provisions Severable. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

G. Time. Time is of the essence in the performance of all terms and provisions of this Agreement.

H. Calendar Days and Time. Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

I. Governing Laws. This Agreement shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

J. Authority to Execute.

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

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

K. Entire Agreement. This Agreement constitutes the entire agreement between the parties to this Agreement and supersedes all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

L. Waiver. Neither the Village nor the Consultant shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the Village or the Consultant to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the Village's or the Consultant's right to enforce such rights or any other rights.

M. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

N. Grammatical Usage and Construction. In construing this Agreement, pronouns include all genders and the plural includes the singular and vice versa.

O. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

P. Headings. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

Q. Exhibits. Exhibits A through C attached to this Agreement are, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an Exhibit and the text of this Agreement, the text of this Agreement shall control.

R. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

S. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement this _____ day of _____, 2016.

ATTEST:

VILLAGE OF CARPENTERSVILLE

By: _____
Therese Wilde, Village Clerk

By: _____
J. Mark Rooney, Village Manager

ATTEST:

BAXTER & WOODMAN, INC.

By: _____

By: _____

Title: _____

Its: _____

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT B

SCHEDULE OF FEES

EXHIBIT C

KEY PROJECT PERSONNEL

SCOPE OF SERVICES

Our Scope of Services is designed to accomplish the goals and objectives of your rate study and meet the Strategic Plan Goals of the Village.

PHASE I: CAPITAL IMPROVEMENT PLAN SCOPE OF SERVICES:

1. **Project Kick-off Meeting:** At this meeting, we will review the project goals and objectives, provide a list of requested data, and discuss the project schedule.

- *Deliverable: PDF of Meeting Minutes.*

2. **Develop Inventory:** The first step in the Village's CIP update project is to review the Village's Water, sanitary and street inventory. This utility inventory process will utilize data created by the Village in your water model, sanitary GIS atlas, and street ratings.

- *Deliverable: Spreadsheet summarizing major water, sanitary and street system inventory.*

3. **Assess Condition:** Condition assessment plays a critical role in the CIP process. We will work with Village staff to gain an understanding of the condition of your water and sanitary distribution system, pumping stations and reservoirs. We need to understand the current condition of the utilities so that we can prepare an educated strategy for ongoing maintenance, rehabilitation or replacement.

Water system condition analysis includes utilizing the water model to evaluate areas with less than adequate pressure or fire flow, evaluation of main break history, and assessment of water quality complaints such as color or odor.

Sanitary system condition analysis includes meeting with Village staff to determine areas with overflows, failures and/or basement backups.

- *Deliverable: Spreadsheet summarizing condition assessment.*

4. **Develop Solutions and Recommendations:** Once the areas of highest need have been prioritized, solutions to address those needs can be developed into specific projects. Alternate technologies and utility rehabilitation strategies will be considered such as water main lining. Pipe bursting and trenchless technologies may be a great option for the Village's downtown areas. Rehabilitation versus replacement is a question that will be considered for each priority area.

- *Deliverable: PDF memo highlighting recommendations for infrastructure improvements.*

5. **Plan Projects:** The final phase in the CIP project cycle is the development of the project plans. We will review previously planned and ongoing projects along the street ratings completed in 2014 to help develop a 5-year CIP. An exhibit will be created in GIS outlining the recommended improvements. Planning cost estimates will be developed to complete the 5-year CIP.

- *Deliverable: PDF of 5-year CIP.*

PHASE II A- RATE STUDY BASELINE ANALYSIS

1. **Project Kick-off Meeting:** At this meeting, we will review the project goals and objectives, provide a list of requested data, and discuss the project schedule.

- *Deliverable: PDF of Meeting Minutes.*

2. **Collect and Analyze Data:** The rate study will be based on historical system information as well as projections for future system demands. In addition to historical financial records, we would like to collect the following information or data from which we can extract the following information:

- Overall population projections
- Overall water usage trends
- Usage trends by user classification
- Known/projected future system connections
- Combine Water and Sewer Capital Improvement Needs into a projected 5 year CIP

If this information could be provided at or before the kick-off meeting, it would help jump start our evaluation.

3. **Cost of Service Analysis: Baseline Financial Model of the Water & Sewer Fund:** The foundation for the rate structure analysis is the development of a spreadsheet financial model which will be used to project the Water & Sewer Fund balance over the five year study period. We start with a Baseline Scenario, which outlines the fund outlook without any rate increases while still funding the necessary infrastructure improvements identified in the Capital Improvements Plan and retaining funds for infrastructure renewal.

- Information from this model, along with billing data collected in the previous step of the process, will be used to evaluate the current cost allocations within the water and sewer fund (operating, capital, and debt service) as well as the allocation of costs between customer classes.

- *Deliverable: PDF of Baseline Scenario Financial Model spreadsheets, charts, and graphs.*

4. **Cost of Service Workshop Meeting with Village Staff:** Baxter & Woodman will present the findings of the cost of service evaluation to Village staff at a working meeting. We recommend that, if at all possible, one or more elected officials attend this meeting as we will be discussing the current status of funds and what changes are necessary going forward. At this time, adjustments to the capital plan and/or model can be discussed before beginning the rate scenario evaluation.

- *Deliverable: PDF of Workshop Meeting Minutes.*

PHASE II B - RATE INCREASE SCENARIOS

5. **Rate Scenario Evaluation:** Project Future Cash Flows for Various Rate Scenarios: Once completed, the financial model allows us to manipulate variables and test various rate structures and/or debt structures and quickly and easily see the impacts to the fund balance over the study period.
 - During this phase of the project, we will work with Village staff to identify projects appropriate for long term debt financing as well as those projects which are best funded from cash on hand. We often find this step is an iterative process where we will work with the Village to achieve the balance between the responsibility of the Village to invest in facilities to provide safe and reliable infrastructure systems and the responsibility to rate payers to provide services at an affordable rate.
 - *Deliverable: Rate Scenario Financial Model spreadsheets, charts and graphs.*
6. **Life Cycle Analysis:** Using the system inventory and condition assessment, and industry standards, we will develop an estimated life cycle plan for your major assets. Knowing the expected duration of your assets will help you make replacement or rehabilitation decisions.
 - *Deliverable: Prioritized Spreadsheet of Life Cycle Analysis.*
7. **Prepare Draft Report:** Baxter & Woodman will prepare a summary draft report. The report will outline the purpose of the study, the means and methods of developing various rate structures and recommended revisions. Tables within the report will identify where the Village's rates currently rank in relation to peer communities as well as the impact of proposed rate modifications. Upon completion, the draft report will be provided to the Village for review and comment.
 - *Deliverable: PDF version of Draft Rate Study Report and working spreadsheet models.*
8. **Meet with Village Staff:** After the Village has reviewed the draft report, we will meet with the staff to address any comments.
 - *Deliverable: PDF of Workshop Meeting Minutes*
9. **Finalize Report:** Based on comments and discussion from the meeting with staff, we will revise the draft report and submit the Final Water and Sewer Rate Study Report
 - *Deliverable: PDF version Final Rate Study Report. Hard copies available upon request.*
10. **Presentation to Finance Committee and Village Board:** Prepare a PowerPoint presentation to outline the key results and recommendations of the study. The presentation will use primarily graphs and tables to clearly and concisely convey the recommendations to the Village Board, staff, and the public.
 - *Deliverable: PowerPoint presentation and required supporting materials.*

VILLAGE OF CARPENTERSVILLE

1200 L. W. Besinger Drive
Carpentersville, Illinois 60110
847-426-3439

Village President
Ed Ritter

Village Clerk
Therese M. Wilde

Village Manager
J. Mark Rooney

Village Trustees
Don Burroway
Paul Humpfer
Kevin Rehberg
Jeff Sabbe
Pat Schultz
Virginia Stephens

_____ *Concur*

BOARD REPORT

TO: President and Board of Trustees and Village Manager

FROM: Ed Szydlowski, Engineering Manger

DATE: October 24, 2016

RE: AN ORDINANCE AUTHORIZING ACQUISITION OF TITLE TO, EASEMENTS OVER, OR OTHER PROPERTY RIGHTS OVER, CERTAIN REAL PROPERTY FOR THE IL-31/HUNTLEY-MAIN/LINCOLN INTERSECTION IMPROVEMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$233,300.00

BACKGROUND

In 2013, the Village Board approved a PH I Engineering Study Agreement for Consultant Services with HR Green, Inc. The approved PH I Study identified certain properties that may require right-of-way or easement acquisition.

In 2014, the Village Board approved a PH II Engineering Agreement for Consultant Services with HR Green, Inc. that included the completion of plats of surveys, as well as sub-consultant services for right-of-way acquisition. The acquisition of certain easements and right-of-way is required to facilitate the construction of the Il-31/Huntley-Main/Lincoln intersection improvements.

The Illinois Department of Transportation (IDOT) has certified the Plat of Highways and legal descriptions of the properties affected, and authorized the Village to complete the appraisal process. Following guidelines of the federal funding requirements, Village staff, HR Green, Inc. and their sub-consultant initiated land acquisition in accordance with the Illinois Department of Transportation - Bureau of Land Acquisition procedures.

ANALYSIS

The attached Ordinance authorizes the acquisition of 4 parcels of property for additional right of way and easements necessary to complete the II-31/Huntley-Main/Lincoln Intersection Improvement Project, as well as the expenditure of \$233,300.00 for the costs associated with the acquisition of these parcels needed for construction of the project.

FISCAL IMPACT

Funds are budgeted in FY16 in account #299370-56502-70133 for the purchase of right-of-way needed to complete the II-31/Huntley-Main/Lincoln Intersection Improvement Project.

Previously, Engineering staff and HR Green, Inc. submitted two grant requests (CMAQ & STP) for FHWA grant funding. The Village was awarded funding through both grants for the purchase of right-of-way. Staff also requested that the IDOT fund the anticipated costs for right-of-way purchase along their jurisdiction of IL-31. The IDOT has agreed. As a result the anticipated division of costs for the purchase of right-of-way is as follows:

FHWA Grants		<u>IDOT</u>	<u>Village</u>	<u>Total</u>
<u>CMAQ</u>	<u>STP</u>			
\$260,000	\$600,000	\$238,000	\$102,000	1,200,000

The IDOT previously approved the Village to negotiate on their behalf, the right-of-way acquisition for certain parcels within their jurisdiction along IL-31. These parcels were minor with an anticipated low settlement amount. For the parcels within these purchases, engineering staff will submit for reimbursement to the IDOT.

DEPARTMENT RECOMMENDATION

The Community Development Department, Engineering Division recommends that the Village Board of Trustees approve the attached Ordinance authorizing acquisition of Title to and easements over certain real property for the II-31/Huntley-Main/Lincoln Intersection Improvement Project In an amount not to exceed \$233,300.00

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING ACQUISITION OF TITLE TO, EASEMENTS OVER,
OR OTHER PROPERTY RIGHTS OVER, CERTAIN REAL PROPERTY FOR
THE IL-31/HUNTLEY-MAIN/LINCOLN INTERSECTION IMPROVEMENT PROJECT**

WHEREAS, the Village of Carpentersville, Kane County, Illinois is an Illinois home rule municipal corporation; and

WHEREAS, the Village has jurisdiction over: (i) that certain right-of-way located within the corporate boundaries of the Village known as Huntley Road (west of IL-31) and Main Street (east of IL-31), between Elm Avenue on the west and the Fox River on the east; and (ii) the Lincoln Avenue right-of-way within the corporate boundaries of the Village; and

WHEREAS, the Illinois Department of Transportation ("**IDOT**") has jurisdiction over the IL-31 right-of-way, approximately 2,385 feet of which is located within the corporate boundaries of the Village; and

WHEREAS, the intersection of IL-31 and Huntley Road-Main Street and the nearby intersection of Main Street and Lincoln Avenue are among the most heavily-used intersections within the Village and the surrounding area, through which thousands of vehicles pass daily; and

WHEREAS, in order to accommodate increased vehicular use of the IL-31/Huntley-Main/Lincoln Avenue intersection, and to provide for safe vehicular and pedestrian use of the intersection and surrounding roadways, the Village and IDOT have determined that it is necessary to improve portions of IL-31, Huntley Road, Main Street, and Lincoln Avenue ("**IL-31/Huntley-Main/Lincoln Intersection Improvement Project**"); and

WHEREAS, the IL-31/Huntley-Main/Intersection Improvement Project will consist of several components, including, without limitation: (i) the reconstruction of IL-31 between a point 600 feet south of Spruce Drive to a point 1,100 feet north of Main Street, for a distance of 2,385 feet; (ii) the widening and resurfacing of Huntley Road between Elm Avenue and IL-31, for a distance of 900 feet; (iii) the reconstruction of Main Street between IL-31 and a point 300 feet east of Lincoln Avenue, for a distance of 900 feet; and (iv) the widening and resurfacing of Lincoln Avenue between a point 600 feet south of Main Street to a point 500 feet north of Main Street, for a distance of 1,100 feet; and

WHEREAS, the IL-31/Huntley-Main/Lincoln Intersection Improvement Project will also consist of the installation of two new traffic signals, at the intersections of IL-31 and Huntley Road and of IL-31 and Spruce Drive; and

WHEREAS, the Village has determined that, in order to successfully complete the IL-31/Huntley-Main/Lincoln Intersection Improvement Project, it is necessary for IDOT and/or the Village to acquire fee simple title to, or temporary easements over, or other property rights over, certain specified portions of property located along IL-31, Huntley Road, Main Street, and Lincoln Avenue (collectively, the "**Parcels**"); and

WHEREAS, the owners of those specific Parcels identified and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance have agreed to sell, or grant an easement over, or grant other property rights over, all or a portion of their respective Parcels (collectively, the "**Subject Properties**"); and

WHEREAS, the Village President and Board of Trustees have determined that it is necessary, convenient, and desirable for the Village to acquire title to, or an easement over, or other property rights over, the Subject Properties; and

NOW, THEREFORE, BE IT ORDAINED by the Village President and Board of Trustees of Carpentersville, Kane County, Illinois, as follows:

SECTION 1: RECITALS. The foregoing recitals are hereby incorporated into this Ordinance by this reference as findings of the Village President and Board of Trustees.

SECTION 2: APPROVAL OF ACQUISITIONS. The President and Board of Trustees hereby approve the acquisition by the Village of title to, or an easement over, or other property rights over, each of the Subject Properties. The President and Board of Trustees further approve payments of the respective amounts set forth in Exhibit A to this Ordinance totaling \$233,000.00, plus recording and ancillary costs, to the respective owners of each of the Subject Properties as consideration for such acquisitions.

SECTION 3: EXECUTION OF REQUIRED DOCUMENTATION. The Village Manager, the Village Clerk, the Village Finance Director, and the Village Attorney are hereby authorized to execute all documentation, and take all action, necessary for the acquisition by the Village of title to, or an easement over, or other property rights over, each of the Subject Properties, in furtherance of the approval set forth in Section 2 of this Ordinance and as may be required pursuant to applicable law.

SECTION 4: EXERCISE OF HOME RULE AUTHORITY. Pursuant to the home rule powers of the Village, the President and Board of Trustees waive the publication requirements set forth in Section 11-76.1-3 of the Illinois Municipal Code, 65 ILCS 5/11-76.1-3, with respect to the acquisition of title to one or more of the Subject Properties by the Village.

SECTION 5: SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance are to remain in full force and effect, and are to be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 6: EFFECTIVE DATE. This Ordinance will be in full force and effect from and after its passage by two-thirds of the members of the City Council, approval, and publication in the manner provided by law.

Motion made by Trustee _____, seconded by Trustee _____, that the Ordinance be passed.

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES of the Village of Carpentersville, Illinois at a regular meeting thereof held on the _____ day of November 2016, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of November, 2016

Ed Ritter, Village President

(SEAL)

ATTEST:

Terri Wilde, Village Clerk

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTIES

Parcel ILR0007 & TE

Acquisition of Title

That part of the Northwest Quarter of Section 22, Township 42 North, Range 8 East of the Third Principal Meridian, in Kane County, Illinois, bearing and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), with a combined factor of 0.999942928, described as follows:

Commencing at the southerly most corner of the lands described in special warranty deed, recorded March 10, 2008 as document 2008K020165, said corner also being the westerly most corner of Lot 1 in Spring Hill North Unit 3 Subdivision, according to the plat thereof, recorded December 10, 1986 as document 1811462; Thence North 55 degrees 51 minutes 39 seconds East, along the southeasterly line of said lands and the northwesterly line of said Lot 1, 273.30 feet for a Point of Beginning; Thence North 29 degrees 57 minutes 11 seconds West, 123.43 feet; Thence North 42 degrees 55 minutes 48 seconds West, 72.24 feet; Thence North 34 degrees 42 minutes 38 seconds West, 13.56 feet to the northwesterly line of said lands and the southwesterly line of Lot 4 in Spring Hill Unit 1 Subdivision, according to the plat thereof, recorded September 3, 1980 as document 1552839; Thence North 55 degrees 51 minutes 16 seconds East, along said northwesterly line and said southeasterly line, 27.72 feet to the northerly most corner of said lands and the southwesterly right of way line of Illinois Route 31, per warranty deed, recorded December 17, 1981 as document 1595234; Thence southeasterly, 162.83 feet along the northeasterly line of said lands and southwesterly right of way line, said lines being a non-tangential curve to the right, said curve having a radius of 24758.00 feet, a chord that bears South 34 degrees 16 minutes 43 seconds East and a chord of 162.83 feet to a bend point in said lines; Thence South 27 degrees 33 minutes 15 seconds East, along said line, being non-tangential to last described curve, 45.52 feet the easterly most corner of said lands, said corner also being the northerly most corner of said Lot 1; Thence South 55 degrees 51 minutes 39 seconds West, along the southeasterly line of said lands and the northwesterly line of said Lot 1, 20.75 feet to said Point of Beginning, all in Kane County, Illinois.

Said parcel containing 0.103 acres, more or less.

Acquisition of Temporary Easement

That part of the Northwest Quarter of Section 22, Township 42 North, Range 8 East of the Third Principal Meridian, in Kane County, Illinois, bearing and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), with a combined factor of 0.999942928, described as follows:

Commencing at the southerly most corner of the lands described in special warranty deed, recorded March 10, 2008 as document 2008K020165, said corner also being the westerly most corner of Lot 1 in Spring Hill North Unit 3 Subdivision, according to the plat thereof, recorded December 10, 1986 as document 1811462; Thence North 55 degrees 51 minutes 39 seconds East, along the southeasterly line of said lands and the northwesterly line of said Lot 1, 273.30 feet for a Point of Beginning; Thence South 55 degrees 51 minutes 39 seconds West, along said lines, 7.32 feet; Thence North 31 degrees 11 minutes 52 seconds West, 153.25 feet; Thence South 55 degrees 48 minutes 55 seconds West, 10.40 feet; Thence North 38 degrees 28 minutes 38 seconds West, 45.84 feet; Thence North 39 degrees 56 minutes 21 seconds East, 6.48 feet; Thence North 34 degrees 43 minutes 48 seconds West, 7.51 feet to the northwesterly line of said lands and the southeasterly line of Lot 4 in Spring Hill Unit 1 Subdivision, according to the plat thereof, recorded September 3, 1980 as document 1552839; Thence North 55 degrees 51 minutes 16 seconds East, along said northwesterly line and said southeasterly line, 5.00 feet; Thence South 34 degrees 42 minutes 38 seconds East, 13.56 feet; Thence South 42 degrees 55

minutes 48 seconds East, 72.24 feet; Thence South 29 degrees 57 minutes 11 seconds East, 123.43 feet to said Point of Beginning, all in Kane County, Illinois.

Said parcel containing 0.044 acres, more or less.

Commonly known as: 27 South Western Avenue

P.I.N.: 03-22-151-017

Purchase Price: \$73,650.00

Parcel 1IL0011 & TE

Acquisition of Title

That part of Lot 2 of Spring Hill North Unit 2, being a subdivision in the Northwest Quarter of Section 22 and the Northeast Quarter of Section 21, both in Township 42 North, Range 8 East of the Third Principal Meridian, according to the plat thereof, recorded March 9, 1984 as document 1672521, in Kane County, Illinois, bearing and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), with a combined factor of 0.999942928, described as follows:

Commencing at the southwesterly corner of said Lot 2; Thence North 01 degrees 20 minutes 19 seconds East, along the westerly line of said Lot 2, 251.56 feet for a Point of Beginning; Thence continuing North 01 degrees 20 minutes 19 seconds East, along said westerly line, 10.55 feet to the southerly line of Huntley Road, per document no. 1552839; Thence South 88 degrees 38 minutes 38 seconds East along said southerly line, 569.24 feet to the southwesterly right of way line of Illinois Route 31, per trustee's deed, recorded December 17, 1981 as document 1595235; Thence South 61 degrees 53 minutes 41 seconds East, along said southwesterly right of way line, 35.78 feet to a bend point in said right of way line; Thence southeasterly 55.56 feet, along said right of way line, said right of way line being a non-tangential curve to the right, said curve having a radius of 24,758.00 feet, a chord that bears South 34 degrees 52 minutes 03 seconds East and a chord of 55.56 feet to the easterly most corner of said Lot 2; Thence South 55 degrees 57 minutes 50 seconds West along the southeasterly line of said Lot 2, 30.88 feet; Thence North 34 degrees 02 minutes 10 seconds West, 4.50 feet; Thence northwesterly 109.46 feet along a tangential curve to the left, said curve having a radius of 135.00 feet, a chord that bears North 57 degrees 15 minutes 49 seconds West and a chord of 106.48 feet; Thence North 66 degrees 57 minutes 59 seconds West, 36.55 feet; Thence North 89 degrees 32 minutes 49 seconds West, 431.90 feet; Thence North 85 degrees 48 minutes 45 seconds West, 49.58 feet to said westerly line and the Point of Beginning, all in Kane County, Illinois.

Said parcel containing 0.210 acres, more or less.

Acquisition of Temporary Easement

That part of Lot 2 of Spring Hill North Unit 2, being a subdivision in the Northwest Quarter of Section 22 and the Northeast Quarter of Section 21, both in Township 42 North, Range 8 East of the Third Principal Meridian, according to the plat thereof, recorded March 9, 1984 as document 1672521, in Kane County, Illinois, bearing and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), with a combined factor of 0.999942928, described as follows:

Commencing at the southwesterly corner of said Lot 2; Thence North 01 degrees 20 minutes 19 seconds East, along the westerly line of said Lot 2, 251.56 feet for a Point of Beginning; Thence South 85 degrees 48 minutes 45 seconds East, 49.58 feet; Thence South 89 degrees 32 minutes 49 seconds East, 431.90 feet; Thence southeasterly 109.46 feet, along a non-tangential curve to

the right, said curve having a radius of 135.00 feet, a chord that bears South 57 degrees 15 minutes 49 seconds East and a chord of 106.48 feet; Thence South 34 degree 02 minutes 10 seconds East, tangent to last described curve and perpendicular to the southeasterly line of said Lot 2, 4.50 feet to said southeasterly line; Thence South 55 degrees 57 minutes 50 seconds West, along said southeasterly line, 12.00 feet; Thence North 34 degrees 02 Minutes 10 seconds West, perpendicular to said southeasterly line, 4.50 feet; Thence northwesterly 101.12 feet, along a tangential curve to the left, said curve having a radius of 123.00 feet, a chord that bears North 57 degrees 35 minutes 15 seconds West and a chord of 98.29 feet; Thence North 66 degrees 57 minutes 59 seconds West, along a non-tangential line, 12.15 feet; Thence North 88 degrees 44 minutes 14 seconds West, 80.29 feet; Thence North 78 degrees 31 minutes 06 seconds West, 88.21 feet; Thence North 89 degrees 32 minutes 49 seconds West, 146.44 feet; Thence South 00 degrees 27 minutes 11 seconds West, perpendicular to last described line, 5.00 feet; Thence North 89 degrees 32 minutes 49 seconds West, perpendicular to last described line, 39.42 feet; Thence North 00 degrees 27 minutes 11 seconds East, perpendicular to last described line, 5.66 feet; Thence South 79 degrees 08 minutes 36 seconds West, 22.83 feet; Thence North 89 degrees 07 minutes 38 seconds West, 125.67 feet to said westerly line; Thence North 01 degrees 20 minutes 19 seconds East, along said westerly line, 9.13 feet to said Point of Beginning, all in Kane County, Illinois.

Said parcel containing 0.133 acres, more or less.

Commonly known as: 201-203 W. Main Street

P.I.N.: 03-22-151-023

Purchase Price: \$92,000.00

Parcel 1LR0014 & TE

Acquisition of Title

That part of Lot 3 of John Holtz subdivision, of part of Lot 3 of the Northwest Quarter of Section 22, Township 42 North, Range 8 East of the Third Principal meridian, according to the plat thereof, recorded November 28, 1881 in Plat Book 6, Page 68, in Kane County, Illinois, bearing and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), with a combined factor of 0.999942928, described as follows:

Commencing at the southwesterly corner of said Lot 3; Thence North 85 degrees 25 minutes 13 seconds East, along the southerly line of said Lot 3, 98.51 feet for a Point of Beginning; Thence North 21 degrees 58 minutes 59 seconds West, 12.38 feet; Thence North 36 degrees 49 minutes 18 seconds West, 147.47 feet to the northerly line of said Lot 3; thence North 83 degrees 24 minutes 57 seconds East, along said northerly line, 9.63 feet to the westerly line of the easterly 12.00 feet of said Lot 3 and the southwesterly right of way line of Illinois Route 31, per warranty deed, recorded September 30, 1980 as document 1555999; Thence South 38 degrees 32 minutes 49 seconds East, along said westerly line and said right of way line, 165.04 feet to the southerly line of said Lot 3; Thence South 85 degrees 25 minutes 13 seconds West, along said southerly line, 19.46 feet to said Point of Beginning all in Kane County, Illinois.

Said parcel containing 0.041 acres, more or less.

Acquisition of Temporary Easement

That part of Lot 3 of John Holtz subdivision, of part of Lot 3 of the Northwest Quarter of Section 22, Township 42 North, Range 8 East of the Third Principal meridian, according to the plat thereof, recorded November 28, 1881 in Plat Book 6, Page 68, in

Kane County, Illinois, bearing and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), with a combined factor of 0.999942928, described as follows:

Commencing at the southwesterly corner of said Lot 3; Thence North 85 degrees 25 minutes 13 seconds East, along the southerly line of said Lot 2, 98.51 feet for a Point of Beginning; Thence South 85 degrees 25 minutes 13 seconds West, along said southerly line, 12.80 feet; Thence North 36 degrees 49 minutes 18 seconds West, 69.18 feet; Thence South 52 degrees 27 minutes 34 seconds West, 41.87 feet; Thence North 39 degrees 39 minutes 34 seconds West, 77.30 feet; Thence North 54 degrees 18 minutes 23 seconds East, 55.52 feet; Thence North 35 degrees 41 minutes 37 seconds West, 10.16 feet to the northerly line of said Lot 3; Thence North 83 degrees 24 minutes 57 seconds East, along said northerly line, 4.61 feet; Thence South 36 degrees 49 minutes 18 seconds East, 147.47 feet; Thence South 21 degrees 58 minutes 59 seconds East, 12.38 feet to said Point of Beginning all in Kane County, Illinois.

Said parcel containing 0.125 acres, more or less.

Commonly known as: 15 N. Western Avenue

P.I.N.: 03-22-101-025

Purchase Price: \$67,000.00

Parcel 1LR0025

Acquisition of Temporary Easement

That part of Lot 63 in J.A. Carpenter's West Carpentersville, being a subdivision of part of the Southwest Quarter of Section 15, part of the Southeast Quarter of Section 16 and part of the Northwest Quarter of Section 22, all in Township 42 North, Range 8 East of the Third Principal Meridian, according to the plat thereof, recorded July 21, 1877 in Plat Book 4, Page 92 in Kane County, Illinois, bearing and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), with a combined factor of 0.999942928, described as follows:

Beginning at the southerly most corner of said Lot 63, said corner being on the northeasterly right of way line of Illinois Route 31, per said J.A. Carpenter's West Carpentersville; Thence North 38 degrees 32 minutes 49 seconds West along the westerly line of said Lot 63 and said right of way line, 41.18 feet; Thence North 51 degrees 27 minutes 11 seconds East, 5.00 feet; Thence South 38 degrees 32 minutes 49 seconds East, 41.00 feet to said southeasterly line; Thence South 49 degrees 20 minutes 05 seconds West, along said southeasterly line, 5.00 feet to the Point of Beginning, all in Kane County, Illinois.

Said parcel containing 0.005 acres (205 sq. ft.), more or less.

Commonly known as: 58 N. Western Avenue

P.I.N.: 03-22-102-002

Purchase Price: \$650.00

VILLAGE OF CARPENTERSVILLE

1200 L. W. Besinger Drive
Carpentersville, Illinois 60110
847-426-3439

Village President
Ed Ritter

Village Clerk
Therese M. Wilde

Village Manager
J. Mark Rooney _____ *Concur*

Village Trustees
Don Burroway
Paul Humpfer
Kevin Rehberg
Jeff Sabbe
Pat Schultz
Virginia Stephens

BOARD REPORT

TO: President & Board of Trustees, Village Manager, Village Attorney
FROM: Ted Bergeson, Construction Engineer
DATE: October 25, 2016
SUBJECT: RECOMMENDATION THAT THE VILLAGE BOARD OF TRUSTEES APPROVE A RESOLUTION FOR APPROVAL OF CHANGE IN PLANS NO. 1 AND FINAL FOR THE 2016 MFT/CDBG EASTSIDE RESURFACING PROJECT

BACKGROUND

Lorig Construction Company of Des Plaines, IL (Contractor) was awarded the maintenance contract in the amount of \$264,714.08 to perform the work associated with the 2016 MFT Westside Resurfacing Project by the Village of Carpentersville.

ANALYSIS

Authorization of Request for Approval of Change in Plans No. 1 and Final, balances the as-built quantities with the estimated contract bid quantities. The as-built quantities reflect the actual quantities required to ensure proper construction as per the approved contract documents.

FISCAL IMPACT

The total value of Request for Approval of Change in Plans No. 1 and Final for the items described above is for a contract decrease of \$9,060.56 resulting in a total contract amount of \$255,653.52. This amount is under the budgeted amount of \$400,000.00 by \$144,346.48

In 2015 with the approval of the Village Board, Engineering staff submitted a grant application to the Kane County Office of Community Reinvestment for Community Development Block Grant (CDBG) funding. As a result, the Village received a CDBG grant in the amount of \$188,150.00 to be used towards these construction costs. Now that the project is complete and staff has received the final invoice from the Contractor, Engineering staff will prepare and submit the required documentation for reimbursement of 50% of final construction cost from Kane County totaling \$127,826.76.

DEPARTMENT RECOMMENDATION

It is the recommendation of the Community Development Department, Engineering Division that the Village Board of Trustees approve the resolution approving a Request for Approval of Change in Plans No. 1 and Final for the 2016 MFT/CDBG Eastside Resurfacing Project.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE APPROVAL OF CHANGE IN PLANS NO 1 AND FINAL FOR THE 2016 MFT/CDBG EASTSIDE RESURFACING PROJECT

WHEREAS, the Village entered into a unit price contract for the 2016 MFT Resurfacing Project with Lorig Construction Company of Des Plaines, IL, in the amount of \$264,714.08 ("**Contract**"); and

WHEREAS, Lorig Construction Company has completed all work required pursuant to the Contract, at a total cost of \$255,653.52, which amount is \$9,060.56 less than the original Contract price; and

WHEREAS, in order to balance the actual as-built quantities for the Contract with the estimated contract bid quantities, the Village and Lorig Construction Company desire to enter into Change in Plans No. 1 and Final for the Contract, to reflect an decrease in the Contract price of \$9,060.56 ("**Change Order**"); and

WHEREAS, the Village President and Board of Trustees have determined that the circumstances necessitating the Change Order were not reasonably foreseeable at the time the Contract was signed; that the Change Order is germane to the original Contract as signed; and that the Change Order is in the best interest of the Village of Carpentersville and authorized by law;

NOW, THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village of Carpentersville, Kane County, Illinois, as follows:

SECTION 1: RECITALS. The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2: APPROVAL OF CHANGE ORDER. The Change Order is hereby approved in substantially the form attached to this Resolution as **Exhibit A**.

SECTION 3: EXECUTION. The Village President is hereby authorized and directed to execute and attest, on behalf of the Village, the Change Order upon receipt by the Village Clerk of at least one original copy of the Change Order.

SECTION 4: CRIMINAL CODE COMPLIANCE. This Resolution constitutes the written determination required by Section 33E-9 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-9.

SECTION 5: EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage and approval as provided by law.

Motion made by Trustee _____, seconded by Trustee _____, that the Resolution be adopted.

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES of the Village of Carpentersville, Illinois at a regular meeting thereof held on the ____ day of November, 2016, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this ____ day of November, 2016.

Ed Ritter, Village President

(SEAL)

ATTEST:

Therese M. Wilde, Village Clerk



**Request for Approval
of Change in Plans**

Date: 10/20/2016

County: Kane

Request No. 1 Final

Road District or Municipality: Carpentersville

Contractor: Lorig Construcion Company

Section No. 16-00000-01-GM

Address: 250 E. Touhy Avenue

Des Plaines, IL

I recommend that this deduction be made to the above contract.
(addition, extension, deduction) (to, from)

The estimated quantities are shown below and the contractor agrees to furnish the materials and do the work at the unit prices

Item Description	Unit	Quantity	Unit Price	Addition(A) or Deduction(D)	Total Addition	Total Deduction
PORTLAND CEMENT CONCRETE SIDEWALK REMOVAL	SQFT	387.00	1.75	D	\$ -	\$ 677.25
PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH	SQFT	387.00	5.50	D	\$ -	\$ 2,128.50
COMBINATION CONCRETE CURB AND GUTTER REMOVAL	FOOT	120.00	6.00	D	\$ -	\$ 720.00
CURB AND GUTTER , TYPE B6.12	FOOT	120.00	24.00	D	\$ -	\$ 2,880.00
CARRIAGEWALK REMOVAL AND REPLACEMENT	EACH	1363.00	8.00	A	\$ 10,904.00	\$ -
STRUCTURE ADJUSTMENTS	EACH	11.00	350.00	D	\$ -	\$ 3,850.00
STRUCTURE RECONSTRUCTIONS	EACH	1.00	1,000.00	D	\$ -	\$ 1,000.00
HOT MIX ASPHALT SURFACE REMOVAL, 2 INCH	SQYD	0.00	1.80		\$ -	\$ -
BITUMINOUS MATERIALS TACK COAT	POUNDS	1152.81	0.01	D	\$ -	\$ 11.53
HOT MIX ASPHALT SURFACE COURSE, MIX D" N50, 2 INCH	TONS	172.71	62.00	A	\$ 10,708.02	\$ -
DETECTABLE WARNINGS	SQFT	24.00	32.00	D	\$ -	\$ 768.00
HMA DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT, 4"	SQYD	80.00	33.00	A	\$ 2,640.00	\$ -

Total Net Change: \$ (9,060.56)

Amount of Original Contract: \$ 264,714.08

Amount of Previous Change Orders: _____

Amount of adjusted/final contract: \$ 255,653.52

Total net deduction to date \$ (9,060.56) which is -3.42 % of the contract price.
(addition, deduction)

State fully the nature and reason for the change: Acutal contract quantities used.

When the net increase or decrease in the cost of the contract is \$10,000.00 or more, or the time of completion is increased or decreased by 30 days or more, one of the following statements must be checked

- The undersigned has determined that the circumstances which necessitate this change were not reasonably foreseeable at the time the contract was signed.
- The undersigned has determined that the change is germane to the original contract as signed
- The undersigned has determined that this change is in the best interest of the Local Agency and is authorized by law

Prepared by: _____

Title of Preparer

For County and Road District Projects

Highway Commissioner

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

For Municipal Projects

Municipal Officer

Title of Municipal Officer

Date

Approved

Regional Engineer

Date

Note: Make out separate form for change in length quantities.
Give net quantities
Submit 6 Originals
If plans are required attached 3 sets.

VILLAGE OF CARPENTERSVILLE

1200 L. W. Besinger Drive
Carpentersville, Illinois 60110
847-426-3439

Village President
Ed Ritter

Village Clerk
Therese M. Wilde

Village Manager
J. Mark Rooney _____ *Concur*

Village Trustees
Don Burroway
Paul Humpfer
Kevin Rehberg
Jeff Sabbe
Pat Schultz
Virginia Stephens

BOARD REPORT

TO: President & Board of Trustees, Village Manager, Village Attorney
FROM: Ted Bergeson, Construction Engineer
DATE: October 20, 2016
SUBJECT: RECOMMENDATION THAT THE VILLAGE BOARD OF TRUSTEES APPROVE A RESOLUTION FOR APPROVAL OF CHANGE IN PLANS NO. 1 AND FINAL FOR THE 2016 MFT SIDEWALK CUTTING PROGRAM

BACKGROUND

Safe Step, LLC of Hortonville WI (Contractor) was awarded the maintenance contract in the amount of \$50,062.50 to perform the work associated with the 2016 MFT Sidewalk Cutting Program by the Village of Carpentersville.

ANALYSIS

Authorization of Request for Approval of Change in Plans No. 1 and Final, balances the as-built quantities with the estimated contract bid quantities. The as-built quantities reflect the actual quantities required to ensure proper construction as per the approved contract documents.

FISCAL IMPACT

The total value of Request for Approval of Change in Plans No. 1 and Final for the items described above is for a contract increase of \$3,314.46 resulting in a total contract amount of \$53,376.96. This amount is over the budgeted amount of \$50,000.00 by \$3,376.96.

DEPARTMENT RECOMMENDATION

It is the recommendation of the Community Development Department, Engineering Division that the Village Board of Trustees approve the resolution approving a Request for Approval of Change in Plans No. 1 and Final for the 2016 MFT Sidewalk Cutting Program.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE APPROVAL OF CHANGE IN PLANS NO 1 AND FINAL
FOR THE 2016 MFT SIDEWALK CUTTING PROGRAM**

WHEREAS, the Village entered into a unit price contract for the 2016 MFT Sidewalk Cutting Program with Safe Step, LLC of Hortonville WI, in the amount of \$50,062.50 ("**Contract**"); and

WHEREAS, Safe Step, LLC has completed all work required pursuant to the Contract, at a total cost of \$53,376.96, which amount is \$3,314.46 more than the original Contract price; and

WHEREAS, in order to balance the actual as-built quantities for the Contract with the estimated contract bid quantities, the Village and Safe Step LLC desire to enter into Change in Plans No. 1 and Final for the Contract, to reflect an increase in the Contract price of \$3,314.46 ("**Change Order**"); and

WHEREAS, the Village President and Board of Trustees have determined that the circumstances necessitating the Change Order were not reasonably foreseeable at the time the Contract was signed; that the Change Order is germane to the original Contract as signed; and that the Change Order is in the best interest of the Village of Carpentersville and authorized by law;

NOW, THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village of Carpentersville, Kane County, Illinois, as follows:

SECTION 1: RECITALS. The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2: APPROVAL OF CHANGE ORDER. The Change Order is hereby approved in substantially the form attached to this Resolution as **Exhibit A**.

SECTION 3: EXECUTION. The Village President is hereby authorized and directed to execute and attest, on behalf of the Village, the Change Order upon receipt by the Village Clerk of at least one original copy of the Change Order.

SECTION 4: CRIMINAL CODE COMPLIANCE. This Resolution constitutes the written determination required by Section 33E-9 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-9.

SECTION 5: EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage and approval as provided by law.

Motion made by Trustee _____, seconded by Trustee _____,
that the Resolution be adopted.

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES of the Village of Carpentersville, Illinois at a regular meeting thereof held on the ____ day of November 2016, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this ____ day of November, 2016.

Ed Ritter, Village President

(SEAL)

ATTEST:

Therese M. Wilde, Village Clerk

Total Net Change: \$ 3,314.46
 Amount of Original Contract: \$ 50,062.50
 Amount of Previous Change Orders: _____
 Amount of adjusted/final contract: \$ 53,376.96

Total net addition to date \$ 3,314.46 which is 6.62 % of the contract price.
 (addition, deduction)

State fully the nature and reason for the change: _____

When the net increase or decrease in the cost of the contract is \$10,000.00 or more, or the time of completion is increased or decreased by 30 days or more, one of the following statements must be checked:

- The undersigned has determined that the circumstances which necessitate this change were not reasonably foreseeable at the time the contract was signed.
- The undersigned has determined that the change is germane to the original contract as signed.
- The undersigned has determined that this change is in the best interest of the Local Agency and is authorized by law.

Prepared by: _____

 Title of Preparer

For County and Road District Projects

 Highway Commissioner

 Date

Submitted/Approved

 County Engineer/Superintendent of Highways

 Date

For Municipal Projects

 Municipal Officer

 Title of Municipal Officer

 Date

Approved

 Regional Engineer

 Date

Note: Make out separate form for change in length quantities.
 Give net quantities
 Submit 6 Originals
 If plans are required attached 3 sets.