

Village of Carol Stream

BOARD MEETING

AGENDA

OCTOBER 7, 2013

7:30 P.M.

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

A. ROLL CALL AND PLEDGE OF ALLEGIANCE:

B. MINUTES:

1. Approval of the Minutes of the September 16, 2013 Special Meeting of the Village Board.
2. Approval of the Minutes of the September 16, 2013 Village Board Meeting.

C. LISTENING POST:

1. Resolution No. 2680, Honoring Ralph Smoot for His Service on the Village of Carol Stream Plan Commission/Board of Appeals.
2. Resolution No. 2681, Honoring LaVon McGhinnis upon Her Retirement from the Village of Carol Stream.
3. Presentation of Proceeds from Police/Fire Football Game to Special Olympics.
4. Proclamation Proclaiming October 7-13, 2013 League of Women Voters Week.

D. PUBLIC HEARINGS:

E. SELECTION OF CONSENT AGENDA:

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

F. BOARD AND COMMISSION REPORTS:

1. PLAN COMMISSION:

- a. #13171 – Jet-Brite Car Wash – 1251 N. Gary Avenue
*Special Use Permit – Automobile Laundry
Final Planned Unit Development Plan*

RECOMMENDED APPROVAL SUBJECT TO CONDITIONS 5-0

Zoning approvals for a new car wash at the northeast corner of Gary Avenue and Stark Drive.

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- b. #13205 – Windfall Plaza, LLC – 1175 N. Gary Avenue
Plat of Subdivision
RECOMMENDED APPROVAL SUBJECT TO CONDITIONS 5-0
Subdivision to create a new lot for the car wash in Item 1a.

- c. #13241 – U-Stor-It – 120 Tubeway Drive
Special Use Permit – Equipment and Machinery Rental Operation
Special Use Permit – Outdoor Activities and Operations
RECOMMENDED APPROVAL SUBJECT TO CONDITIONS 5-0
Zoning approvals to allow the rental of U-Haul vehicles as part of the business operations on the property.

G. OLD BUSINESS:

H. STAFF REPORTS AND RECOMMENDATIONS:

1. A Motion to Award a Contract to John Neri Construction Company, Inc., for the Fair Oaks Road Catch Basin Project in the amount of \$28,425.00.
Public Works is requesting approval of a contract with John Neri Construction for repair of eleven catch basins on Fair Oaks Road.

2. Schmale Road Water Main Replacement Project - Award of Contract for Consultant Engineering Services
Staff recommends the Village Board award a contract to Thomas Engineering Group in the amount not to exceed \$127,554.23 on a cost plus fixed fee basis for consultant engineering services for the Schmale Road Water Main Replacement Project.

3. Illini Drive Bridge Replacement Project - Award of Contract for Consultant Engineering Services
Staff recommends the Village Board award a contract to Wills Burke Kelsey Associates, Ltd. in the amount not to exceed \$79,903.01 on a cost plus fixed fee basis for consultant engineering services for the Illini Drive Bridge Replacement Project.

4. Award of Contract for the 2013 Fiberized Crackfill Project.
This item is recommending the award of contract at the bid unit price to SKC Construction, Inc. in the amount of \$118,500.00.

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5. Redflex Traffic Systems – Renewal Agreement.

The Police Department requests Village Board approval of a renewal agreement with Redflex Traffic Systems for the continuation of red light photo enforcement.

I. ORDINANCES:

1. Ordinance No. _____, Approving a Special Use Permit to Allow an *Automobile Laundry* and a Final Planned Unit Development Plan in the B-3 Service District (1251 N. Gary Avenue). *See F1a.*
2. Ordinance No. _____, Approving Special Use Permits to Allow an *Equipment and Machinery Rental Operation* and *Outdoor Activities and Operations* in the I Industrial Zoning District (U-Stor-It, 120 Tubeway Drive). *See F1c.*

J. RESOLUTIONS:

1. Resolution No. _____, Authorizing a Final Plat of Subdivision (Windfall Plaza Subdivision – 1175-1251 N. Gary Avenue). *See F1b.*
2. Resolution No. _____, Supporting the Retrofit of Existing DOT-111 Rail Tank Cars that Transport Packing Groups 1 and 11 Hazmat before the Pipelines and Hazardous Materials Safety Administration in Docket No. PHMSA-2012-0082 (HM-251). *Resolution in support of the retrofit of existing rail tank cars for improved safety for communities along rail lines in the event of derailments.*
3. Resolution No. _____, A Resolution to Record the Determination of the Corporate Authorities of the Village of Carol Stream of the Amounts of Money Estimated to be Necessary to be Raised by Taxation on Taxable Property for the Fiscal Year Beginning May 1, 2013, and Ending April 30, 2014. *This action is required by the Illinois Truth in Taxation Act (35 ILCS 200/18-60) and must be completed no sooner than 20 days prior to adoption of the final 2013 property tax levy. The Village Board is required to approve the tax levy request of the Library Board based on how the Library is organized under Illinois statutes. Final adoption of the tax levy is scheduled for the Village Board meeting of November 4, 2013.*

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K. NEW BUSINESS:

1. Appointment to the Plan Commission/Zoning Board of Appeals.
Recommendation to appoint John Meneghini to the Plan Commission/Zoning Board of Appeals to fill the vacancy due to the resignation of Ralph Smoot.
2. Raffle License Application - Glenbard North High School.
Request for approval for a raffle license, waiver of fee and manager's fidelity bond to be held at "Volley for a Cure" volleyball game at Glenbard North High School on October 8, 2013.

L. PAYMENT OF BILLS:

1. Regular Bills: September 17, 2013 through October 7, 2013.
2. Addendum Warrants: September 17 2013 through October 7, 2013.

M. REPORT OF OFFICERS:

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

N. EXECUTIVE SESSION:

1. Acquisition of Real Property.
2. Collective Negotiating Matters.

O. RESOLUTION

1. Resolution No. _____, Authorizing the Purchase of the Real Property commonly known as 27W161 Vale Road, West Chicago, Illinois, for redevelopment purposes.

P. ADJOURNMENT:

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LAST ORDINANCE	2013-09-39	LAST RESOLUTION	2679
NEXT ORDINANCE	2013-10-40	NEXT RESOLUTION	2680

Village of Carol Stream
Special Meeting of the Village Board
Update on Village Goals

Gregory J. Bielawski Municipal Center
500 N. Gary Avenue, Carol Stream, IL 60188
September 16, 2013
6:00 p.m. – 7:05 p.m.

Meeting Notes

ATTENDANCE:

Mayor Frank Saverino, Sr.
Trustee Matt McCarthy
Trustee Greg Schwarze
Trustee Don Weiss
Trustee Mary Frusolone
Trustee Rick Gieser
Trustee John LaRocca
Clerk Beth Melody

Joseph E. Breinig, Village Manager
Robert Mellor, Asst. Village Manager
Chris Oakley, Asst. to the Village Manager
Caryl Rebholz, Employee Relations Dir.
James Knudsen, Dir. Engineering Services
Kevin Orr, Police Chief
Bob Glees, Community Development Dir.
Phil Modaff, Director of Public Works
Jon Batek, Finance Director

The meeting was called to order by Mayor Saverino at 6:00 p.m. and the roll call read by Village Clerk Melody. The result of the roll call vote was as follows:

Present: Mayor Frank Saverino, Sr. & Trustees Matt McCarthy, Greg Schwarze, Don Weiss, Mary Frusolone, Rick Gieser & John LaRocca

Absent: None

Update on Village Goals

Assistant Village Manager Mellor provided an update on Village goals and progress made on accomplishing goals set by the Village Board in 2011. This update was a prelude to the upcoming strategic planning/goal setting workshop scheduled for October 28 & 29.

- The Village Board reviewed the current list of prioritized Village goals with staff.
- The list of 58 goals was established at our strategic planning workshop in 2011.
- Realizing there were staffing and funding limitations on accomplishing all the goals, the Village Board asked staff to further refine the list into the top 10 or so goals. Staff has, however, been very successful accomplishing most of the goals the Village Board has set in the past.
- Staff was able to prioritize the goals based on the status of their completion.

- The attached list identifies each of the 58 goals ranked by the Village Board from greatest to least importance. It also lists the lead department(s) responsible for the goal.
- The chart provides an update on each goal and further breaks the goals down into 3 levels or tiers.
 - **First Tier Goals** have been included in the proposed budget or are currently in the process of being completed.
 - **Second Tier Goals** are ongoing and/or have been completed.
 - **Third Tier Goals** were previously recommended for elimination or were deferred beyond 1 year due to staffing or funding constraints however, some have since been scheduled for or have been completed.
- Some of the lower priority goals (such as **Completion of the trail @ Kuhn & Fair Oaks Rd. & Gary Ave.**) maybe farther along in the completion process due to funding availability or the opportunity for the Village to partner with another organization to complete the goal.
- Some of the goals were identified for elimination or reconsideration at a later time, not because they were not important, but because of the unavailability of adequate staffing or funding.
- A total of 34 or 59% of the original 58 goals (highlighted in yellow & green) have either been completed or are in the process of being completed.
- The remaining 24 goals (highlighted in gray) have not been formally programmed for completion however, some were able to be scheduled for or have been completed.
- Staff will continue to work on completing the prioritized goals and feels it has made good progress toward completion of most of them.
- This list is being provided in advance of a goal setting/strategic planning workshop being scheduled for October 29 & 29

Carol Stream Strategic Planning Overall Goal Ranking 8/30/13 Update			Lead Department
GOAL	RANKING	STATUS	
Complete Armstrong Park Stormwater reservoir project	A1	Final plans have been completed for the reservoir, holding basin, storm sewer drainage system, sediment and soil erosion control, landscaping, path, pump station, siphon and outlet. Plans have been approved with conditions. Awaiting final permits from USACOE and IDNR-DOWR and DPC resubmittal.	Engineering
Establish secure revenue source for capital needs incl. infrastructure, major equipment/facilities etc.	A2	The Village Board approved reserve policies which provide expanded definition and clarification of reserve levels and incorporated procedures	Administration Finance

		to be observed in the event reserve balances exceed defined policy levels. Prepare new communication tools concerning reserve levels and analyze history to determine need for, and timing of additions to revenues to fund capital over our planning horizon (Feb, 2012). Prepare and propose development of separate equipment replacement fund (July, 2012). Deferred as current CIP, MFT and W&S fund balances are adequate.	
Develop an evaluation tool to measure/assess our current communication approaches/methods	B1	Staff is working on a draft Communication/Marketing Plan document for future review and approval by the Mayor and Village Board that will include an evaluation section. Current measures include: Website Hit Counters; Subscribers to E-newsletter & City Watch; Facebook friends/likes. Draft marketing plan is being developed for internal review.	Administration
Develop a comprehensive Stormwater plan to mitigate flooding and problem areas	B2	During the CIP budget process two studies and one project were programmed. Klein Creek Watershed has been finalized. The Southeast Storm Water Study will be incorporated into DuPage County's Winfield Creek Watershed Study. The Klein Creek Flood Plain Structure Phase II Buyout Project has been completed.	Engineering
Complete Southwest water main project	A3	Project has been completed at a cost of \$1,139,744.33, which is \$547,255.67 (32%) under the \$1,687,000 budgeted for this project.	Engineering
Undertake succession planning strategies for senior management positions in the organization	C1	Recommendations for successor planning in Community Development discussed with the Village Manager.	ER All Departments
Work to facilitate/expedite the development of parcels at the corner of Gary Ave. and Lies Rd.	A4	To be discussed as part of an economic development strategies workshop with the Village Board.	Administration CD
Develop, identify, and evaluate in the next 12-18 months a long-term funding source for infrastructure maintenance and repair (streets, water/sewer, facilities etc.)	A5	See second goal (A2) above. The proposed FY14 budget continues to utilize fund balances to restore street maintenance funding to prior year levels.	Administration Finance Engineering PW
Add/reassign staff as appropriate when circumstances present themselves	B3	Ongoing. Administration & Village Clerk Offices were restructured in 2011. Community Development was restructured in 2009 – 2010. A	All Departments

		contract seasonal Property Maintenance Inspector was added in 2012 and a new part-time Development Services Technician is being recruited. Temporary Engineering Inspector was changed to a contract employee, reassigned duties within the Department to balance workloads and utilized consultant services and interns when available. The Engineering Secretary position was restructured as part time. A contracted Project Manager to be shared between Public Works & Engineering was approved to address staff resources needed for capital projects. In December 2012 Public Works restructured operations management, added Data Coordinator and converted all clerical to part-time. Employee Relations restructured clerical staff to two 19 hour positions resulting in increased service at decreased cost.	
Continue to put policy/legislative pressure on County and General Assembly on Stormwater programs, policies, regulations; press Stormwater issues/assessments with the Corps of Engineers	B4	Worked with Senator Durbin, DMMC, DPC and IEPA officials to address multitude of storm water and environmental issues. Engineering was an active participant in the up-date of the DuPage County Stormwater Ordinance and has served on the DRSCW Projects Committee that is seeking a moratorium on nutrient permit requirements for POTWs. Continued working with DRSCW and lobbyist to obtain funding for NPDES projects.	Engineering
Explore/consider more aggressive annexation strategies and policies	A6	Ongoing.	Administration CD
Undertake an evaluation of our support services function in P.D. (possible re-design of units etc.)	B5	An evaluation of PD support services function was performed in 2012 and personnel, operational and procedural changes were made to improve efficiency.	PD
Evaluate/monitor/make decisions on health care benefits for workforce as it relates to impact of National Health Care legislation	B6	Coordinated Village-Wide Training, and multiple informational articles. Established a 12 member employee focus group with recommendations for change to address Cadillac Tax concerns expected by end of year.	ER

Explore creation of a distressed property "management/intervention" program	A7	Completed. Program created and implemented in 2012.	CD
Be prepared for/plan for new recruitment strategies in new realities of public employment	C2	See item B3 above.	ER
Explore ways to recover/replace taxes and revenues now lost to internet commerce	C3	Not programmed.	Administration Finance
Implement/operationalize GIS system in all departments	A8	The GIS Utility System Update & Implementation Study programmed for FY13 had to be deferred until FY15 due to staffing shortages. Efforts to organize and assist other Departments with GIS integration are ongoing. Improvements have been made to the base maps and links reducing disconnections. Technological improvements are budgeted for FY14 and FY15. Infrastructure management software that allows easier creation and use of GIS feature classes and geo-databases is budgeted for FY15. Attended a GIS webinar on Illinois Standards.	Engineering
Explore a comprehensive electronic permitting system	C4	Will reconsider in FY15.	All Departments
Establish clearly defined economic development policy/policies regarding economic incentives for businesses	A9	To be discussed as part of an economic development strategies workshop with the Village Board.	Administration CD
Examine new strategies & approaches to Economic Development activities including assessing staffing a position, incentives, policies etc.; create a defined economic development program	A10	Completed & ongoing. Staffing a new ED position is not cost effective. Several new ED initiatives implemented including establishment of the North & Schmale TIF, incentives offered to several new businesses and Shop CS Program. To be discussed as part of an economic development strategies workshop with the Village Board.	CD Administration
Advance "green" initiative and explore/study an incentivized model for refuse franchise agreement	B7	Staff is researching model residential solid waste franchise ordinances to include volume-based (pay-as-you-throw) and modified volume based pricing alternatives in addition to the current fixed pricing program option. Draft sustainability program metrics submitted for internal review on Jan. 10, 2013. Feedback from Exec. Team is forthcoming.	Administration
Examine how we define our	A11	In process. Reserve Policies (Feb,	Finance

"corporate reserves"; explore the creation of an equipment reserve fund		2012). Proposed equipment replacement fund (July, 2012). During the CIP budget process the CPF, MFT and W&S fund balances were assessed and found to be adequate for the immediate future.	
Explore/study/install bus shelters in key locations	C5	Community Development and Engineering are working with Pace to incorporate bus shelters along the two routes in the Village. Identified locations, developed cost estimates, obtained funding source and coordinated with various agencies. Pads will be constructed with DuPage County's Gary Avenue Improvement Project.	CD Engineering
Expedite completion/use of GIS in all depts.; make GIS available for field personnel	A12	See A8 above.	Engineering
Develop/undertake comprehensive study of a long-term staffing plan for the organization with an eye to the future	B8	Not programmed. Will reexamine in FY14.	ER
Develop/evaluate/initiate a rental licensing program	C6	Not programmed. Previous study did not support implementation of this program.	CD
Research/evaluate and report on the creation of a local ordinance traffic prosecution system	A13	Board authorized staff to proceed with initiative. A new Prosecutor was approved by the Village Board on March 18, 2013.	PD
Bring back "Summer in the Center"	C7	Not programmed. Current economic conditions do not support implementation of this goal.	Administration
Examine the potential revenues and feasibility of a local gas tax	C8	A local gas tax is feasible and suitable as an identified funding source for capital. It is recommended we defer further action on this until reserve balances are leveraged first and fund performance and cash flow projections dictate implementation.	Administration Finance
Develop alternatives/explore approach to gateway signage/entrances to the Village	C9	Not programmed.	CD
Explore the opportunities/feasibility of shared services, equipment programs with neighboring governments including the park and school districts; explore privatization where appropriate	B9	Ongoing, as opportunities present themselves. The PW Department routinely shares equipment and exchanges services with the Park District. Have an agreement with School Dist. 93 to provide road salt. PW has also spearheaded efforts to donate unused Village items to the Park District (tables and chairs) & is participating in on-going County-	Administration PW

		wide discussions to consolidate mosquito abatement.	
Explore the re-designation/naming of Lies Road to Carol Stream Road	C10	Not programmed.	CD
Explore feasibility of self-service "kiosks" for basic transactions with Village	C11	Not programmed.	Administration
Develop a vacant property management program	A14	Completed. Program created and implemented in 2012.	CD
Explore a "sticker less" vehicle sticker program	C12	Not programmed due to high cost of enforcement technology. Propose modification to present sticker material to reduce burden of residents having to scrape off expired stickers.	Finance PD
Increase our Economic Development presence/profile on the Village's website	A15	Ongoing. Implemented Shop Carol Stream program. Working with Illinois Development Council and IT to implement <i>Best Practices</i> . To be discussed as part of an economic development strategies workshop with the Village Board.	CD Administration
Develop/create online permitting system for small projects and create an online/streamlined Customer Service Request (CSR) system	C13	Not programmed. Consideration deferred to FY15.	CD Administration
Create community garden/garden plots	C14	Not programmed. Explored concept of creating rain gardens on flood plain buyout properties and developed cost estimates. Determined current staffing levels could not undertake this project.	Engineering
Initiate the preparation of quarterly reports from Dept. Heads to Manager and Board; include strategic plan updates etc.	B10	Ongoing as needed. Weekly updates provided via email and bi-weekly reports provided at Village Board meetings as requested.	All Departments
Explore online reporting/self-service reporting for minor infractions/crimes etc.	C15	Not programmed.	PD
Evaluate/study and report on a balanced/sustainable employee compensation program that rewards employees without creating unreasonable future liabilities	C16	Not programmed.	ER

Create an internal "paper reduction" program- become more tech savvy in our day-to-day work processes	B11	The Village updated its archive management software to Laserfiche to store documents electronically. The purchase of tablet PCs for Village Board members is proposed in the FY 2014 budget which will facilitate paperless agendas & correspondence.	Administration
Expand our EMS training to include police, public works and fire dist.	C17	Completed.	PD
Prepare options/ideas on how to re-invest in staff; re-start reward/recognition programs; work on strengthening employee morale	B12	Ongoing – Job Satisfaction survey administered. Surveys received and tabulated. Employee group meetings held to provide recommendations to Department Heads. Quarterly newsletter Quarterly newsletter and Employee Suggestion Program implemented to increase employee communications. Established a 7 member employee Well-Being Committee with Biggest Winner Program underway and Health Risk Assessments scheduled for end of September.	ER
Undertake a comprehensive plan update and review including follow-up code updates	A16	Comp Plan budgeted for FY14. Prepared a preliminary bicycle and pedestrian plan and a southwest utility expansion plan which will be elements of the Comprehensive Plan. Began working with a citizen bicycle group on the development of a bicycle/pedestrian plan.	CD
Clarify incident command structure for disasters; place Fire Dist. in lead position for tactical command etc.	B13	Completed	PD
Increase our financial reporting techniques; create even more transparency and sharing of information; tell our good story to others	C18	Not programmed.	Finance
Explore the development of a "community care" corps	C19	Not programmed.	PD

<p>Complete trail at Kuhn and Fair Oaks Rd. & Gary Ave.</p>	<p>A17</p>	<p>The Kuhn Road Trail Project has been completed. Obtained another funding source from DCEO (\$100,000 Legislative Initiative Grant). Trail on Fair Oaks Road (West Branch Trail) is in Phase I Design Study and is programmed for construction in 2013 and 2014. Gary Avenue Multi-Use Path is also in Phase I Design Study with construction programmed for 2016. All projects have been funded for construction and design. Staff working with DuPage County to obtain additional funding for design to further reduces Village costs.</p>	<p>Engineering</p>
<p>Measure, compare and report existing service levels; review with Board and assess the match of service levels to current staffing profile after the reductions of recent years</p>	<p>B14</p>	<p>Ongoing – Evaluate each position as vacancies occur and make changes as appropriate. Two programs (street sweeping and landscape maintenance) were evaluated in preparation for FY13 and changes were made to service levels based on Village Board support. Reductions in CIP and service levels were made after analyzing reduced staffing levels. Duties were reassigned and shared with other personnel. A contracted Project Manager to be shared between Engineering & Public Works was approved to address staff resources needed for capital projects. In FY14 PW initiated trial use of Job Order Contracting to determine if it can decrease demand on internal resources in preparing plans/specs and providing construction oversight on small to mid-size construction projects.</p>	<p>ER All Departments</p>
<p>Undertake a comprehensive analysis/review of our various admin. processes in the Village organization; ask the question what do we do, how do we do it and why do we do it?</p>	<p>B15</p>	<p>Administration, Employee Relations & Village Clerk Offices were restructured in FY12 and FY13 to enhance services and/or reduce costs. Several programs have been changed in Public Works: zoned tree trimming and street sweeping contracted out in FY13, stand-by contracts now in place for emergency street-light repair and sidewalk repair work. Community Development was restructured in FY10, with process improvements made on a regular basis since then. The Engineering Secretary position</p>	<p>Administration All Departments</p>

		was restructured to part time. A contracted Project Manager is being used in Engineering & Public Works to provide non-staff resources needed for capital projects. Reassigned duties within the Department to balance workloads and utilized consultant services and interns when available. Evaluated and developed a process for the elimination of preservation securities in lieu of a simplified permit and license bond. In FY14 PW implemented a new Fleet Management software program to better track work performance & parts inventory.	
Examine existing parking regulations and requirements in the Village Code	C20	Not programmed.	Engineering PD
Obtain certification as a "storm ready" community	B16	Certified on 2/6/12.	PD
Research and create a model solid waste franchise agreement	B17	Staff conducting preliminary research on preparing a model residential solid waste franchise ordinance that will incorporate program options that include volume-based (pay-as-you-throw) and modified volume based pricing alternatives in addition to the current fixed pricing program option. Model waste franchise agreements are being reviewed for use in a draft RFP to be presented to the Village Bd. at an upcoming workshop.	Administration
Explore the creation of a Q and A series on specific depts. And record/create video for website	C21	Not programmed.	Administration
Explore the creation of a community networking group	C22	Not programmed.	PD
Examine creating incentives for "green" buildings; consider offering discounts, expedited reviews/permits etc.	C23	Not programmed.	CD
Explore the creation of a student resource initiative	C24	Not programmed.	PD

KEY:

1. **First Tier Goal** (High Priority - Budgeted or In-Process)
2. **Second Tier Goal** (Medium Priority - Ongoing and/or Completed)
3. **Third Tier Goal** (Low Priority - Eliminated or Deferred Beyond 1 Year)

The Village Board generally concurred the list of goals was too long and should be pared down to a more manageable list. Manager Breinig stated many of the goals are, in fact, tasks and the major goals need to be classified under broader headings. Trustee Gieser suggested the Village Board focus on the broader issues (“this is what we want”) and allow staff to determine the means to achieve the goals (“this is how we get there”). Trustee McCarthy suggested that any goal not currently programmed be dropped from the list. Manager Breinig stated he saw this workshop as the closing of one chapter and the next goal setting session the beginning of the next chapter.

The next step in the process will be for the facilitator, John Fontana to contact each Board member to schedule in-person or telephone interviews to go over what they perceive to be Village priorities and develop an analysis of their Strengths, Weaknesses, Opportunities and Threats. Trustee Gieser confirmed the workshop will be on Monday October 28 and Tuesday October 29. The Village Board will be provided a list of questions from the facilitator prior to their interviews.

Adjournment

There being no further business, a motion was made by Trustee McCarthy and seconded by Trustee Gieser to adjourn the Special Board meeting. The meeting was adjourned unanimously at 7:05 p.m.

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

September 16, 2013

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

Present: Mayor Frank Saverino, Sr. and Trustees John LaRocca, Rick Gieser, Mary Frusolone, Don Weiss, Greg Schwarze and Matt McCarthy

Absent: None

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

* All persons physically present at meeting unless noted otherwise

Mayor Frank Saverino Sr. asked Eagle Scout Nick Berger to lead those in attendance in the pledge of allegiance. Trustee McCarthy stated that Nick is the 73rd Eagle Scout to come out of Boy Scout Troop No. 191 which is amazing considering only 2% of all Scouts attain the rank of Eagle Scout.

MINUTES:

Trustee McCarthy moved and Trustee Schwarze made the second to approve the Minutes of the September 3, 2013 Village Board Meeting. The results of the roll call vote were as follows:

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

Nays: 0

The motion was approved.

Trustee Weiss moved and Trustee Frusolone made the second to approve, but not release, the Minutes of the September 3, 2013 Executive Session of the Village Board Meeting. The results of the roll call vote were as follows:

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

Nays: 0

The motion was approved.

LISTENING POST**1. Resolution No. 2677 Honoring Richard A. Garza upon His Retirement from the Village of Carol Stream Police Department:**

Resolution No. 2677 honoring Richard A. Garza upon his retirement from the Village of Carol Stream Police Department was read by Mayor Saverino.

Trustee McCarthy moved and Trustee Frusolone made the second to approve Resolution No. 2677 honoring Richard A. Garza upon his retirement from the Village of Carol Stream Police Department. The results of the roll call vote were as follows:

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

Nays: 0

The motion was approved.

Mayor Saverino stated he knows of no finer Police Officer than the one standing here before him today and that he is honored to be his Mayor and friend. Officer Garza thanked the Village Board for allowing him to serve the Village for the past 25 years and his family, friends and fellow Police Officers for their support. The audience gave Officer Garza several standing ovations in recognition of his service to the community.

2. Proclamation Honoring Royal Die & Stamping on its 75th Anniversary:

A proclamation honoring Royal Die & Stamping on its 75th Anniversary was read by Trustee McCarthy.

3. Proclamation Designating September 19, 2013 Drive 4 Pledges Day:

A proclamation designating September 19, 2013 Drive 4 Pledges Day was read by Trustee Schwarze.

4. Proclamation Designating October 20, 2013 Crop Hunger Walk Day:

A proclamation designating October 20, 2013 Crop Hunger Walk Day was read by Trustee Weiss. Janice Prehn, member of St. Andrew United Methodist Church, thanked the Village Board for acknowledging the crop walk and explained church efforts to fund local food pantries. Interested participants can call her at St. Andrew United Methodist Church at 630-653-7116.

PUBLIC HEARINGS**Annexation Agreement for 28W350 Trieste Lane:**

Trustee Gieser moved and Trustee McCarthy made the second to open the public hearing on a request from Ashokkumar and Yoginaben Patel to enter into a pre-annexation agreement to allow connection to the Carol Stream water system. The results of the roll call vote were as follows:

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

Nays: 0

The motion was approved.

Mayor Saverino asked if there were any questions from the audience. Village Attorney Rhodes commented that the public hearing notice on the annexation request was published in the Examiner on August 28, 2013. The property is located within the southwest planning area. The annexation agreement would allow the petitioner to connect to the Village water system and, when the property becomes contiguous with the Village, would allow the property to be annexed. There being no further discussions or comments Trustee McCarthy moved and Trustee Frusolone made the second to close the public hearing. The results of the roll call vote were as follows:

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

Nays: 0

The motion was approved.

CONSENT AGENDA

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

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

Nays: 0

The motion was approved.

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

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

Nays: 0

The motion was approved.

1. Settlement Agreement – SEIU
2. Motion to Approve Purchase of Replacement Water Meters from Midwest Meter, Inc., in the amount of \$40,430
3. Motion to Award a Contract to Alaniz Group, Inc. for Fall 2013 Tree Planting Services in the amount of \$32,400.00

Motion to Reject Bids, Waive Competitive Bidding and Award a Contract to Joe's Blacktop for Pavement Patching Services in the amount of \$31,612.00:

The Village Board approved rejection of bids, waiving competitive bidding and award of contract to Joe's Blacktop for pavement patching services in the amount of \$31,612.00 due to the contractor's failure to submit a bid bond.

Ordinance No. 2013-09-39, Approving an Annexation Agreement (Patel Property - 28W350 Trieste Lane):

The Village Board approved Ordinance No. 2013-09-39, approving an annexation agreement (Patel Property - 28W350 Trieste Lane allowing Ashokkumar and Yoginaben Patel to enter into a pre-annexation agreement to allow connection to the Carol Stream water system and allowing the Village to annex the property once it becomes contiguous with the Village.

Resolution No. 2678, Authorizing the Transfer of Property to the Carol Stream Park District Pursuant to the Illinois Local Government Property Transfer Act, 50 ILCS 605/1 Et Seq.:

The Village Board approved Resolution No. 2678, authorizing the transfer of property to the Carol Stream Park District pursuant to the Illinois Local Government Property Transfer Act, 50 ILCS 605/1 Et Seq. This resolution transfers the unused Village property located at 840 N. Gary Avenue to the Carol Stream Park District to be used for public park and recreational purposes.

Resolution No. 2679, of Support for the DuPage River Salt Creek Workgroup (DRSCW) Adaptive Management Proposal:

Village staff recommended approval of this resolution indicating the Village's preliminary support for the proposed DRSCW's adaptive watershed management initiative that seeks to address stream resource quality to meet Illinois water quality goals including the Village's continued membership in the DRSCW, payment of dues and assessments, support of programs and willingness to consider additional project funding all being contingent upon all other DRSCW agency members approving similar resolutions or letters of support, otherwise this resolution shall be null and void. The Village Board removed this item from the table and approved Resolution No. 2679, supporting the DuPage River Salt Creek Workgroup (DRSCW) Adaptive Management Proposal.

Regular Bills and Addendum Warrant of Bills:

The Village Board approved the payment of the Regular Bills dated September 16, 2013 in the amount of \$384,893.76. The Village Board approved the payment of the Addendum Warrant of Bills from September 4, 2013 - September 16, 2013 in the amount of \$725,116.86.

Treasurer's Report: Revenue/Expenditure Statement and Balance Sheet, Month End August 31, 2013:

The Village Board received the Treasurer's Report: Revenue/Expenditure Statement and Balance Sheet, Month End August 31, 2013.

Report of Officers:

Trustee Gieser congratulated Officer Garza on his 25 years of service and to Eagle Scout Nick Berger for leading the audience in the pledge of allegiance. He stated the Carol Stream Parade Committee will be holding their first fund raiser for the 2014 parade on September 24 at Culver's. The Parade Committee will receive 10% of the proceeds for the entire day. He stated the Carol Stream Historical Society will be publishing a book featuring pictures of the history of Carol Stream and will be holding a picture scanning event on September 30, 2013 in the Board room.

Trustee Frusolone congratulated Officer Garza on his retirement and he will be missed. She thanked the Carol Stream Fire Protection District and Police Department for the 9/11 ceremony they hosted last week at Fire Station #28 on Kuhn Road. She thanked Police Officers Lucas, Gray and McGuire for their level of professionalism responding to her recent 911 call. She described her recent trip to Chicago's Ogilvie Transportation Center where she had an opportunity to Shop Carol Stream at the Stuff It Fresh diner which is owned and operated by Reno who is a Carol Stream resident. She encouraged him to open a location in Carol Stream.

Trustee Schwarze congratulated Officer Garza on his retirement and that he is well respected and will be missed. He encouraged everyone to please shop Carol Stream.

Trustee LaRocca congratulated Officer Garza and Eagle Scout Nick Berger on their achievements. He reminded residents that hydrant flushing in the Village is necessary to ensure a properly running water system and a vital maintenance function. Mayor Saverino stated that we have found hydrants that have failed during hydrant flushing and that it is better to find out which ones are not working before there is a fire.

Trustee Weiss thanked Officer Garza for all he has done for the Village during his 25 years of service. He stated the League of Women Voters is hosting a Voters Registration Day on Tuesday, September 24, National Voter Registration Day, from 6:00 p.m. – 8:00 p.m. at West Chicago VFW Post 6791 on Route 59. The event is designed to give local elected officials an opportunity to meet members of the community and encourage citizens to register to vote. Members of the League of Women Voters will be on hand to register eligible voters. He stated the 5th annual Shape of Carol Stream is on September 25 at the Carol Stream Village Hall.

Trustee McCarthy congratulated Nick Berger for achieving Eagle Scout and Officer Rich Garza on his retirement. Earlier this month he celebrated his 21st wedding anniversary with his wife and he wished her a happy anniversary.

Village Clerk Melody congratulated Officer Garza on his retirement and said he will be missed.

Village Attorney Rhodes stated that a proclamation was read this evening designating September 19 Drive 4 Pledges Day. He reminded everyone that texting and driving is a violation of State law in Illinois and violations could result in significant damages and fines. Mayor Saverino stated that on January 1, 2014 the new "hands free" cell phone law goes into effect.

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

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

9/23/2013

Chairman Pro-Tem James Joseph called the Regular Meeting of the Combined Plan Commission/Zoning Board of Appeals to order at 7:30 p.m. and directed Secretary Linda Damron to call the roll. The results of the roll call vote were:

Present: Commissioners Dee Spink, David Hennessey, David Creighton, Ralph Smoot and James Joseph

Absent: Chairman Christopher and Commissioner Frank Petella

Also Present: Don Bastian, Assistant Community Development Director, Linda Damron, Secretary and a representative from DuPage County Court Reporters.

MINUTES:

Commissioner Spink moved and Commissioner Hennessey made the second to approve the minutes of the meeting of August 12, 2013.

The results of the roll call vote were:

Ayes: 5 Commissioner Spink, Hennessey, Creighton, Smoot and Chairman Pro-Tem Joseph
Nays: 0
Abstain: 0
Absent: 2 Chairman Christopher and Commissioner Petella

PUBLIC HEARING:

Commissioner Spink moved and Commissioner Smoot made the second to open the Public Hearing. The motion passed by unanimous voice vote.

**Case # 13171 – Emko Properties/Jet Brite Car Wash – 1251 N. Gary Avenue
Special Use Permit – Automobile Laundry (Car Wash)
Final Planned Unit Development Plan
Gary Avenue Corridor Review**

Chairman Pro-Tem Joseph swore in the witness, Dave Dalesandro, President of Jet Brite Car Wash, 6 Raes Court, Bolingbrook, IL 60490 and Scott Pritchett, from ARSA Schneider Architects, 1411 W Peterson Ave, Suite 203, Park Ridge IL 60068. Mr. Dave Dalesandro thanked the Plan Commissioners for their time and stated that he is the President and co-owner of Jet Brite Car Wash. Mr. Dalesandro stated what they are proposing would be Jet Brite's fifth location. Mr. Dalesandro stated that when designing their building they wanted a look that would be unique to them, one the elements the makes it unique is the canopy structure above the building, vacuum area and the pay stations. Mr. Dalesandro showed pictures for their third location in Aurora, to demonstrate what the Carol Stream location would look like. Mr. Dalesandro stated the Carol Stream location would be built with the same building design, materials and color concept as the one in Aurora. Mr. Dalesandro stated that Jet Brite is a family business and they started in the car

wash business in 1984. Mr. Dalesandro stated that they started with Dave's Car Wash in Bolingbrook, and that car wash was a full service car wash. Mr. Dalesandro stated that when you go on any of their locations you would most likely find a family member on location involved in the management of the car wash. Mr. Dalesandro stated that in addition to owning the car washes, they are also the largest distributor of car wash equipment in the area. Mr. Dalesandro stated that they supply and help with the design and construction of car washes in the market. Mr. Dalesandro stated the Carol Stream location will be their premier location. Mr. Dalesandro stated that the exterior express concept is what they are proposing to construct. Mr. Dalesandro explained that an exterior express car wash involves cleaning only the exterior of the car. Mr. Dalesandro stated that the operation starts with the automated pay stations. Mr. Dalesandro stated that the pay stations are housed in three islands with gates that are covered with their signature canopy structure. Mr. Dalesandro explained that the purpose of the gates is to make sure the cars stay in the same order in which a customer pays as they proceed forward into the car wash tunnel. This will insure that the customer receives the type of car wash they paid for. Mr. Dalesandro stated that the third concept that makes them unique is a long automated tunnel. Mr. Dalesandro stated that the average car wash is 90' to 100' long, and they build a minimum car wash is 150'. Mr. Dalesandro stated that the car wash that Jet Brite is proposing to build in Carol Stream will be 170' which will allow them to put in twice the amount of equipment, this will give them the ability to not only clean and dry a vehicle to perfection, but will give them the opportunity to apply new products, like new hot waxes and the most important tire cleaner and tire dressing to be applied inside the car wash tunnel. Mr. Dalesandro stated that the last 45 feet of the tunnel is dedicated to the heated drying system, which will have blowers with 180 horsepower to blow the water off the car, and they pump in 3 million BTU's of heat to assist in the evaporation of any left over water droplets. Mr. Dalesandro stated that the proposed car wash will also have free vacuums, and the vacuums will be housed inside a building area and all the piping for the vacuums are hidden up in the canopy so the piping will not be visible from the Gary Avenue. Mr. Dalesandro stated that each vacuum stall will have its own refuse container hung off the columns, and there will be an employee assigned to keeping the refuse containers emptied and the area clean. Mr. Dalesandro stated that the last concept for the express wash is the low pricing, they will be charging only \$3.00 for a car wash, and this is something the Jet Brite has done since 2005. Mr. Dalesandro stated that what they are proposing is the largest standalone car wash ever built in the Chicago land area. Mr. Dalesandro stated that they want their Carol Stream location to be their premier location, and they love the Village of Carol Stream and think it's a perfect place for their premier location. Mr. Dalesandro stated that this location will be on a 2 acres developable area and the paved area will encompass almost two full acres with the tunnel being 170' in length, and will have 35 free vacuum stalls and three pay stations. Mr. Dalesandro explained how the traffic would flow through the site, vehicles would enter off of Gary Avenue and proceed to the rear of the property where they will enter into a long drive and would then proceed to the three pay stations where they would pay with the gates keeping them in the same order, they then would proceed to the car wash entrance. Mr. Dalesandro stated that the vehicles will travel through the car wash tunnel, at this time customer has a choice to exit the property or pull into the vacuuming area. Mr. Dalesandro introduced his architect Mr. Pritchett to talk about the design of the building.

Mr. Pritchett thanked the Plan Commissioners for the opportunity to speak to them tonight. Mr. Pritchett stated that he is the architect for Jet Brite, and Jet Brite has existing locations in Addison, Aurora, and Villa Park. Mr. Pritchett stated that each of Jet Brite's existing and proposed car wash buildings are based on the prototype that is shown in the staff report. Mr. Pritchett stated that the intent of the types of materials selected is to provide a high quality building appearance and also with the purposes to create a unique identity for the Jet Brite Company. Mr. Pritchett stated that the roof top canopies are a curved arch that will be made out of metal and will be a green color, the building itself will be a masonry construction with brick and CMU. Mr. Pritchett stated that the brick and CMU will have specific colors and finishes like the ones shown in the staff report. Mr. Pritchett stated that the building will also have metal column cornice, wall copings and window frames that will match

the canopy color. Mr. Pritchett stated that the equipment and refuse enclosures will be made of masonry that will also match the building and the metal gates will be the same color as the building's canopy. Mr. Pritchett stated that the base of the monument sign, vacuum area and pay station will be made out of the same masonry as the building and the arches will be in the same form and color as the building arches.

Chairman Pro-Tem Joseph if anyone from the audience had any questions. There were no questions from the audience.

Chairman Pro-Tem Joseph asked Assistant Community Development Director Mr. Donald Bastian for the staff report.

Assistant Community Development Director Mr. Donald Bastian stated that in 2011, the Plan Commission and the Village Board granted the approvals that allowed for the conversion for the 107,000 square foot building where Cabinets and Granites Direct and Savers is now located. Mr. Bastian stated that at that time staff suggested that with the large parking lot north of the drive aisle, it would be great if the owners could find someone to build on that portion of the property. Mr. Bastian stated that the owners have been working to sell the northern part of the property to Jet Brite. Mr. Bastian stated that at this time Jet Brite is here to request the zoning approvals for a Special Use for a car wash, Final Planned Unit Development Plan and Gary Avenue Corridor Review. Mr. Bastian stated that the proposed plan exceeds the zoning requirement for vehicle stacking. Mr. Bastian stated that staff thinks the traffic circulation pattern works well. Mr. Bastian stated that in regards to parking Jet Brite would need to provide one parking space for each employee and they have indicated that they will have a maximum of three employees on site and their plan shows 13 employee parking spaces near the east end of the site.

Mr. Bastian stated that as the petitioner mentioned there will always be employees on site to help customers and to keep the site clean, the hours of operation are 7:00 a.m. to 9:00 p.m., seven days a week and the vehicles are dried inside the building.

Mr. Bastian stated that one of the things that staff looks at is the compatibility with adjacent uses nearby, this site has railroad tracks and a gas station to the north, and a large storm water management facility and industrial buildings to the east, and commercial uses to the west. Mr. Bastian stated that this site is well suited for a car wash and there should not be any issues with compatibility with adjacent uses. Mr. Bastian stated that staff recommends approval of the Special Use for an automobile laundry subject to the conditions listed on pages 9 and 10 in the staff report.

Mr. Bastian stated that the petitioner is also requesting the approval of a Final Planned Unit Development Plan. Mr. Bastian stated that there has been an earlier discussion on the traffic circulation, and the placement of trash and equipment enclosures on the property. Mr. Bastian stated that staff can also recommend approval of the request for the Final Planned Unit Development Plan subject to the conditions listed on pages 9 and 10 in the staff report.

Mr. Bastian stated that with respect to the Gary Avenue Corridor Review, the service areas are screened on the property, roof top equipment will be screened. Mr. Bastian stated that the Plan Commission will also need to approve the signs as part of the corridor review. Mr. Bastian stated that the ground signs will meet the quality expectations as far as materials of the corridor regulations. Mr. Bastian stated that there will also be pedestrian accommodations on the site for people to walk around the site if they need to. Mr. Bastian stated that with respect to the architectural design, staff thinks the proposed building materials are of high quality and the green metal standing seam roof elements are found elsewhere in the Gary Avenue Corridor. Mr. Bastian stated that the landscaping design meets or exceeds all of the point value requirements of the

corridor landscape regulations. Mr. Bastian stated that staff can also recommend approval of the Gary Avenue Corridor Review subject to the conditions listed on pages 9 and 10 in the staff report.

Chairman Pro-Tem Joseph asked if any of his fellow Commissioners had any questions.

Commissioner Hennessey did not have any questions.

Commissioner Creighton wanted to know if the semi-trailer and garbage pickup going to Savers would impede the operations at the car wash.

Mr. Dalesandro stated that the initial plan was to purchase the additional property to the east, but with staffs concerns with the semi-trailer backing up and pulling in to the Savers facility, so we decided to remove that eastern piece of property from the plan. Mr. Dalesandro stated that with the extra land at that location there should not be a problem.

Commissioner Smoot wanted to know if they have had problems with security for the pay stations with regards to someone being able to steal someone's identity.

Mr. Dalesandro stated that they have not had anyone break into their machines, and with the types of machine they have it would be almost impossible for that to happen. Mr. Dalesandro also stated that that they do not keep a lot of money on site. Mr. Dalesandro stated that they do keep the lights above the pay stations all night and they will also have video cameras everywhere. Mr. Dalesandro stated that the manufacturer of the machines are also the ones that clear the credit cards and they are responsible for that security and Jet Brite does not store any credit card data in the pay station machines and the information does clear instantly through a third party.

Commissioner Spink wanted to know if there will be a height limit for vehicles. Commissioner Spink wanted to know that with free vacuuming, could someone pull into the vacuum area and not pay for a car wash or do you have to pay for a car wash and then vacuum your vehicle. Commissioner Spink wanted to know if there would be an area where someone could wipe off any water that maybe left on the vehicle or if there will be some type of towels by the vacuum area. Commissioner Spink wanted to know if they would be having any type of specials or be selling gift certificates. Commissioner Spink wanted to know how many types of car washes will be offered. Commissioner Spink wanted to know if Jet Brite offers a free car wash if rains a day or two after you have your car washed. Commissioner Spink wanted to know if there is a button at the pay station to alert an employee that you need help. Commissioner Spink wanted to know if there would be a sidewalk leading up to the building.

Mr. Dalesandro stated that there will be a height limit of 8'4" and they will have signs posted on the pay station canopy. Mr. Dalesandro stated that you could sneak over to the vacuum station without paying for a car wash, but Jet Brite tries to make it not easy for people to do that but if someone wanted to get to the vacuum stations they will. Mr. Dalesandro stated that they have watched security videos from other locations and about 10% of people come in and only vacuum their vehicle and some of those people are their customers they just weren't washing the vehicles that day. Mr. Dalesandro stated that if someone wanted to wipe off their vehicle they could pull into the vacuum area and there are vending machines inside the building where you purchase a towel or air freshener etc. Mr. Dalesandro stated that they do sell gift certificates and they do not have specials, because they run a hassle free facility. Mr. Dalesandro stated that there will be four different types of car washes. Mr. Dalesandro stated that they do not offer a free car wash if it rains a day to two after you have your car washed. Mr. Dalesandro stated that there is a button to alert an employee that you need help and employees also monitor the pay station. Mr. Dalesandro stated that there will be a sidewalk leading up to the building.

Chairman Pro-Tem Joseph stated that this one the most thorough artist rendering of a business that he has seen. Chairman Pro-Tem Joseph wanted to know if the vending machines would be indoors. Chairman Pro-Tem Joseph wanted to know if the lighting would be left on after hours. Chairman Pro-Tem Joseph wanted to know if there would be a gate that closes at the main entry drive so someone cannot enter after business hours. Chairman Pro-Tem Joseph wanted to know if there will be any additional signage on the Windfall Plaza sign.

Mr. Dalesandro stated that the vending machines would be inside the building. Mr. Dalesandro stated that the lighting over the pay stations and some other areas of the facility the lighting would be left on after hours. Mr. Dalesandro stated that they cone off the entrance when the business is closed. Mr. Dalesandro stated that there will be no additional signage on the Windfall Plaza sign.

Mr. Dalesandro wanted to say thank you to the staff, the staff was fantastic, we have been working a long time with the staff and this was third property we have tried to do in Carol Stream for a car wash and they have been a great staff to work with.

Commissioner Hennessey moved and Commissioner Creighton made the second to approve the request for a Special Use Permit for an Automobile Laundry (Car Wash), Final Planned Unit Development Plan and Gary Avenue Corridor Review at 1251 N. Gary Avenue subject to the recommendations listed in the staff report.

The results of the roll call vote were:

Ayes: 5 Chairman Pro-Tem Joseph and Commissioner Spink, Smoot, Hennessey, and Creighton

Nays: 0

Abstain: 0

Absent: 2 Chairman Christopher and Commissioner Petella

Chairman Pro-Tem Joseph reminded the petitioner that the Plan Commission's recommendation would be forwarded to the Village Board at their next meeting on October 7, 2013, at which time the Board would take final action on the matter.

**Case # 13205 – Windfall Plaza, LLC – 1175 N. Gary Avenue
Final Plat of Subdivision**

Chairman Pro-Tem Joseph swore in the witnesses, Attorney David Ballinger on the behalf of Windfall Plaza, LLC, 135 LaSalle Suite #2100, Chicago, IL 60603.

Attorney David Ballinger stated that what they are seeking tonight is an approval for a Final Plat of Subdivision, currently Windfall Plaza, LLC owns the Windfall Plaza Shopping Center that consists of 20.43 acres and it is a single platted lot, the property that Jet Brite is interested in purchasing is part of the lot. So what we are seeking is a plat of re-subdivision to take the 20.43 acres and create two separate lots, lot one would be a four acre parcel that if approved would be sold to Jet Brite for the construction of their car wash and lot two would remain Windfall Plaza Shopping Center and would be a little more than 16 acres. Attorney David Ballinger stated that they would have what is called a restrictive access agreement, where Windfall Plaza and Jet Brite would share the access road in and some detention ponds. Attorney David Ballinger stated that as part of their approval they will also be dedicating approximately 700 square feet to DuPage County for some public roadway improvements.

Chairman Pro-Tem Joseph asked if anyone from the audience had any questions. There were no questions from the audience.

Chairman Pro-Tem Joseph asked Assistant Community Development Director Mr. Donald Bastian for the staff report.

Assistant Community Development Director Mr. Don Bastian stated that this a simple two lot subdivision to create the lot that Jet Brite wants to purchase. Mr. Bastian stated that the petitioner has agreed to provide the cross access easement over the main east west drive aisle that comes in at the signalized intersection Gary Avenue. Mr. Bastian stated that in review of the plat the lots as proposed would comply with requirements of the B3 Service District. Mr. Bastian stated that there are a few minor adjustments that need to be made to the plat and they are listed on page 2 of the staff report, with the expectation that the petitioner will work to revise the plat between now and the Village Board meeting on October 7, 2013, so staff can take a clean plat to the Village Board with those conditions removed. Mr. Bastian stated that staff can support the Plat of Subdivision with the conditions listed on page 2 of the staff report.

Chairman Pro-Tem Joseph asked if any of his fellow Commissioners had any questions.

Commissioners Spink, Smoot, Hennessey and Chairman Pro-Tem Joseph did not have any questions.

Commissioner Creighton wanted to know if there is an agreement for snow removal between Windfall Plaza, LLC and Jet Brite. Commissioner Creighton wanted to know who would be responsible for the entrance drive that the two parties share.

Attorney David Ballinger stated that there is not an agreement between Windfall Plaza, LLC and Jet Brite for snow removal. Attorney David Ballinger stated that each party will be responsible for their own snow removal. Attorney David Ballinger stated that Windfall Plaza, LLC would be responsible for the entrance drive snow removal.

Mr. Dalesandro stated that Jet Brite has its own snow removal equipment and are very quick to removal the snow and if the drive entrance is not clear they will remove the snow from the entrance.

Commissioner Spink moved and Commissioner Hennessey made the second to approve the request for a Final Plat of Subdivision at 1175 N. Gary Avenue subject to the recommendations listed in the staff report.

The results of the roll call vote were:

Ayes: 5 Chairman Pro-Tem Joseph and Commissioner Spink, Smoot, Hennessey, and Creighton

Nays: 0

Abstain: 0

Absent: 2 Chairman Christopher and Commissioner Petella

Chairman Pro-Tem Joseph reminded the petitioner that the Plan Commission's recommendation would be forwarded to the Village Board at their next meeting on October 7, 2013, at which time the Board would take final action on the matter.

Case # 13241 - U-Stor-It – 120 Tubeway Drive
Special Use Permit - Equipment and Machinery Rental Operations
Special Use Permit - Outdoor Activities and Operations

Chairman Pro-Tem Joseph swore in the witness, Mark Riley, 453 Raintree Drive Unit 2P, Glen Ellyn, IL 60137.

Mr. Mark Riley stated that he is here tonight on behalf of U-Stor-It. U-Stor-It owns and operates a self-storage location at 120 Tubeway Drive. Mr. Riley stated that U-Stor-It has been at this location since 2008, the facility is about 80 percent occupied with units and tenants, and they found that they have a lack in their marketing and ability to serve their clients. Mr. Riley stated what they were lacking was to provide a service to where their clients could move their belongings in and out of the storage units. Mr. Riley stated that this is when they looked for a truck rental facility so they could rent trucks to their existing and potential clients. Mr. Riley stated that U-Stor-It did proceed with the truck rental business without the proper permissions from the Village of Carol Stream and he is here tonight to ask for Special Use Permit for the rental of cargo vans, 15' trucks and/or 26' trucks. Mr. Riley stated that they have done some improvements to the facility, they have identified parking spaces for the truck rental fleet and the designated parking spaces are located on the far south side of the property. Mr. Riley stated that they are proposing to plant five arborvitae evergreen trees that will be 8 foot in height in an 18 foot landscape bed to block the view of the vehicles from Gary Avenue. Mr. Riley stated they have installed signs to identify to their clients where the vehicles need to be parked, and they will be policing that during the day and at night. Mr. Riley stated that their agreement with U-Haul is a fleet of no more seven vehicles on the property. Mr. Riley stated that if any repairs / flat tires that may need to be done will be done by U-Haul at an off-site location.

Chairman Pro-Tem Joseph asked if anyone from the audience had any questions.

Chairman Pro-Tem Joseph swore in Mike Orseno, 1200 Cactus Trail, Carol Stream, IL 60188. Mr. Orseno stated that he represents CVM Company that is located across the street from the U-Stor-It facility. Mr. Orseno wanted to know what the Special Use Outdoor Activities are.

Mr. Bastian explained the Special Use Outdoor Activities that are being proposed is the outdoor parking of up to seven U-Haul vehicles on the property on an ongoing basis. The two Special Use requests that are being made tonight by the petitioner, in the Industrial district an equipment and machinery rental operation is a business that by itself requires a Special Use Permit and in addition to that any business in the Industrial District that has regular Outdoor Activities and Operations, whether it's an installation of a piece of equipment outside or fleet parking of vehicles outdoors that also by itself requires a Special Use Permit. Mr. Bastian stated that the Outdoor Activities requested is for the parking of the seven U-Haul vehicles in the parking spaces on the property.

Chairman Pro-Tem Joseph asked Assistant Community Development Director Mr. Donald Bastian to give the staff report.

Assistant Community Development Director Donald Bastian stated that U-Stor-It has been in operation since 2008 in this building. Mr. Bastian stated that village staff started to observe U-Haul vehicles being parking on the property this past summer and staff knows our zoning codes and knew that business use would need a Special Use Permit, but U-Stor-It staff was not aware of the need for a Special Use Permit, staff contacted them to let them know that they would either need to cease that operation on the property or attempt to obtain the required zoning approvals to have a rental operation and outdoor parking on the site. Mr. Bastian stated that in the preliminary

discussion with the petitioner, staff said that they certainly understood the logic and the relationship of a U-Haul operation on a property like U-Stor-It, but the only way that it could be approved is if it could be done in a way that the vehicles could be screened from Gary Avenue. Mr. Bastian stated that the petitioner addressed the screening issue by putting the parking space for the vehicles furthest to the south side on the property as possible and the petitioner is proposing to plant in five emerald eastern arborvitae evergreen trees in a staggered pattern. Mr. Bastian stated that the petitioner has already installed signage to instruct customers where they are allowed to park and where they are not allowed to park the vehicles. Mr. Bastian stated that once the evergreen mature they will make an effective screen and in staffs opinion it will meet the community standard that the village has tried to adhere for outdoor parking and screening. Mr. Bastian stated that the petitioner will be losing some regular standard parking stalls with the installation of the landscape island and the seven U-Haul parking spaces, but staff has done a parking analysis that is shown on page 4 of the staff report. Mr. Bastian stated that the Zoning Code requires 31 parking spaces for the U-Stor-It use and even after the spaces are eliminated for the U-Haul vehicles this site will have 48 parking spaces, so there will be no issues with parking. Mr. Bastian stated that staff is able to recommend approval of the Special Use Permit for Equipment and Machinery Rental Operations and a Special Use Permit for Outdoor Activities and Operations subject to the conditions listed on pages 5 and 6 in the staff report.

Chairman Pro-Tem Joseph asked if any of his fellow Commissioners had any questions.

Commissioner Smoot and Chairman Pro-Tem Joseph did not have any questions.

Commissioner Hennessey did not have any questions about the case on hand, but did recall that several years ago that U-Stor-It came before the Plan Commission with some concerns about the clear glass windows being installed and after driving past the facility he has noticed that the glass has been replaced with an off color glass. Commissioner Hennessey wanted to know if there was a plan to have all of the glass panels match in color.

Mr. Riley stated that he was not with U-Stor-It at that time and it was his understanding that fake doors were installed and they have been removed and it is his understanding that the glass that is there has been the since the time the building was purchased.

Mr. Bastian stated that there was an issue, U-Stor-It did remove some of the dark tinted glass and replace it with clear glass and then inside the building they installed some roll up doors to convey what the service they would be offering in the building. Mr. Bastian stated that they did that change without the approval from the Plan Commission, because this building is in the Gary Avenue Corridor that type of modification would have needed to have approval by the Plan Commission, and at that time it was one more thing that U-Stor-It had done without approval first, and the Plan Commission said they had to put the dark glass back in and it was found to be very difficult to find glass that matched the existing glass.

Commissioner Creighton wanted to know if there were any disincentives for customer that does not park the vehicles in the dedicated parking spaces, for example an additional charge. Commissioner Creighton asked Mr. Bastian about staff's recommendation #6, that if a 26-foot vehicle is parked on the property, it must be parked in the westernmost space. Commissioner Creighton stated that there is a fire hydrant at that location and wanted to know if parking 26-foot vehicle would be a problem.

Mr. Riley stated that there is not an additional charge, but they do have an employee that lives on site and the employee will move the vehicles to the dedicated parking spaces if needed.

Mr. Bastian answered yes to Commissioner Creighton about the recommendation to have a 26-foot vehicle park in the westernmost space. Mr. Bastian stated that the Fire District did review the plan and they did not have any comments.

Commissioner Spink wanted to know what U-Stor-It's busiest time of the year was. Commissioner Spink wanted to know if there are any plans to expand the number of vehicle they will have on the property. Commissioner Spink wanted to know if any of the vehicles would have trailer hitches.

Mr. Riley stated that every weekend is busy, and the end of the month is busy, but their busiest months are August, September and October. Mr. Riley stated that they have a maximum of seven vehicles forever. Mr. Riley stated that they would not rent trailers at this location.

Commissioner Smoot moved and Commissioner Creighton made the second to approve the request for a Special Use Permit for Equipment and Machinery Rental Operations and a Special Use Permit for Outdoor Activities and Operations subject to the recommendations listed in the staff report.

The results of the roll call vote were:

Ayes: 5 Chairman Pro-Tem Joseph and Commissioner Spink, Smoot, Hennessey, and Creighton

Nays: 0

Abstain: 0

Absent: 2 Chairman Christopher and Commissioner Petella

Chairman Pro-Tem Joseph reminded the petitioner that the Plan Commission's recommendation would be forwarded to the Village Board at their next meeting on October 7, 2013, at which time the Board would take final action on the matter.

Commissioner Hennessey moved and Commissioner Spink made the second to close the Public Hearing. The motion passed by unanimous voice vote.

Chairman Pro-Tem Joseph asked Mr. Bastian if there was any old business.

Mr. Bastian stated that there was no old business but this being Commissioner Smoot's last meeting he wanted to thank Commissioner Smoot for his time on the Plan Commission.

Mr. Bastian stated that at this time he does not expect to have a meeting on October 14, 2013, but he would keep the Plan Commissioners up to date.

Chairman Pro-Tem Joseph wanted to talk about one item that was previously discussed that being moving up the start time the Plan Commission meeting to 7:00 p.m.

Mr. Bastian stated that he thought there was a general consensus by the Plan Commission that it would be ok to move the meeting time to 7:00 p.m., he recalled that it was decided that they would revisit it before make a decision.

Mr. Bastian stated that he will talk to Chairman Christopher and get back to the Plan Commissioners about the proposed change to a 7:00 p.m. Plan Commission meeting start time.

NEW BUSINESS:

ADJOURNMENT:

At 8:30 p.m. Commissioner Spink moved and Commissioner Hennessey made the second to adjourn the meeting. The motion passed by unanimous vote.

FOR THE COMBINED BOARD

Recorded and transcribed by,

Linda Damron
Community Development Secretary

Minutes approved by Plan Commission on this October 28, 2013.

Chairman Pro-Tem

RESOLUTION NO. 2680

**A RESOLUTION HONORING RALPH SMOOT FOR
HIS SERVICE ON THE VILLAGE OF CAROL STREAM
PLAN COMMISSION/ZONING BOARD OF APPEALS**

WHEREAS, Ralph Smoot was appointed to the Plan Commission/Zoning Board of Appeals on March 6, 2006; and

WHEREAS, during his tenure as a Plan Commission member, Ralph Smoot attended 84 Plan Commission/Zoning Board of Appeals Meetings, at which 126 applications were reviewed; and

WHEREAS, during his service to the Plan Commission/Zoning Board of Appeals, Ralph Smoot participated in the review of significant developments including Easton Park, the Fountain View Recreation Center and the Carol Stream Marketplace (Caputo's) redevelopment, and

WHEREAS, Ralph Smoot has made the decision not to seek re-appointment to his position on the Plan Commission/Zoning Board of Appeals.

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

1. Ralph Smoot's service to the Village of Carol Stream, as a member of the Plan Commission/Zoning Board of Appeals, is hereby recognized and commended.
2. Ralph Smoot is wished the very best of happiness and health in the future.

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

PASSED AND APPROVED THIS 7th DAY OF OCTOBER, 2013.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

RESOLUTION NO. 2681

**A RESOLUTION HONORING LAVON MCGHINNIS
UPON HER RETIREMENT FROM THE VILLAGE OF CAROL STREAM
DEPARTMENT OF FINANCIAL MANAGEMENT**

WHEREAS, LaVon McGhinnis joined the Department of Financial Management in the position of Administrative Secretary on March 4, 2002; and

WHEREAS, during her tenure, LaVon's technical skills have advanced the department's level of computer automation through the implementation of a digital document archiving system as well as improving customer service by enhancing the Village's on-line presence; and

WHEREAS, LaVon's outstanding database skills have greatly improved departmental operating efficiency through the design, implementation, and maintenance of numerous complex financial database tools; and

WHEREAS, LaVon has prepared and published the Village's Annual Budget and Financial Plan in each of the last 11 years, resulting in documents which adhered to the highest professional standards, having received national recognition for such; and

WHEREAS, LaVon received an employee Recognition Award in 2009, reflecting her dedication and commitment to excellence in customer service; and

WHEREAS, LaVon McGhinnis has decided to retire after more than 11 years of dedicated Public Service with the Village of Carol Stream.

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

SECTION 1: LaVon McGhinnis be recognized and commended for her dedication and service to the Village of Carol Stream.

SECTION 2: LaVon McGhinnis is wished the very best of health and happiness in her retirement.

SECTION 3: This Resolution shall be in full force and effect from and after its passage as approved by law.

PASSED AND APPROVED THIS 7TH DAY OF OCTOBER 2013.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

Village of Carol Stream
INTER-DEPARTMENTAL MEMO

TO: Mayor and Trustees
FROM: Joseph E. Breinig, Village Manager 
DATE: October 4, 2013
RE: Police/Fire Football Game – Special Olympics Donation

On Sunday, September 1, 2013 employees of the Carol Stream Police Department and Fire Protection District hosted a charity football game at Glenbard North High School. All proceeds from the game were donated to the Special Olympics. A total of \$1,703 was raised. This included the donation of 10% of food purchased after the game by Bulldog Ale House. The participants are already looking to improve upon the event for next year.

Representatives from the Police Department and Fire Protection District will be present at the October 7, 2013 Village Board meeting to present the proceeds to the Special Olympics.

Final Score: Police 26 - Fire 14

PROCLAMATION
PROCLAIMING OCTOBER 7th - 13th
LEAGUE OF WOMEN VOTERS WEEK

AGENDA ITEM
C-4 10-7-13

WHEREAS, on June 26, 1913, after a long struggle by members of the Illinois Equal Suffrage Association, Illinois Governor Edward Dunne signed the Presidential and Municipal Suffrage Act which granted Illinois women the right to vote in Presidential elections and made Illinois the first state east of the Mississippi River with women's suffrage; and

WHEREAS, the events of 1913 were an important milestone in the broader women's suffrage fight, which culminated in the ratification of the 19th Amendment on August 18, 1920; and

WHEREAS, the Illinois League of Women Voters of Illinois and its Wheaton League that serves the communities of Warrenville, West Chicago, Wheaton, Winfield, and Carol Stream are marking this monumental voting rights achievement by hosting a 100 year anniversary celebration of activities and awareness events; and

WHEREAS, the continued success of our representative democracy depends upon the full participation of an informed electorate in all elections; and

WHEREAS, the League of Women Voters of Wheaton plays an integral part in preparing the electorate to participate in the franchise by coordinating voter education efforts, publishing candidates profiles and hosting candidate nights and debates; and

WHEREAS, the League of Women Voters of Wheaton also conducts a special outreach to young prospective voters by conducting mock elections in area high schools and hosting and staffing voter registrations events as part of that coordinated outreach in those high schools.

NOW, THEREFORE BE IT RESOLVED THAT, I, MAYOR FRANK SAVERINO, SR. AND THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, DU PAGE COUNTY, UNDER ITS HOME RULE POWERS, does hereby proclaim October 7th-13th, 2013 as

LEAGUE OF WOMEN VOTERS WEEK

in Carol Stream and urge all residents as well as business and civic organizations to support the mission of the League of Women Voters so the will of the Carol Stream electorate may be fully expressed in upcoming and all future elections.

PROCLAIMED THIS 7th DAY OF OCTOBER, 2013.

Frank Saverino Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

FROM: Donald T. Bastian, Assistant Community Development Director 

THROUGH: Robert J. Glees, Community Development Director 

DATE: October 2, 2013

RE: **Agenda Item for the Village Board Meeting of October 7, 2013**
PC/ZBA Case 13171, Jet Brite Car Wash – 1251 N. Gary Avenue
Special Use Permit for *Automobile Laundry*, Final Planned Unit Development Plan and Gary Avenue Corridor Review

Dave Dalesandro, President of Emko Properties Inc. has submitted the required plans and applications for the zoning approvals necessary to allow for the development of the property at 1251 N. Gary Avenue with a Jet Brite Car Wash. (The four-acre development site, located immediately north of the east-west drive aisle that enters the Windfall Plaza property at the signalized intersection at Gary Avenue, would be subdivided as a separate lot as proposed through Case 13205, which is also on the October 7 Village Board agenda.) Jet Brite currently operates three car washes in the western suburbs. The Carol Stream Jet Brite car wash would operate from 7 a.m. to 9 p.m., seven days a week year round. Two to three employees would be on duty at all times when the facility is open. Upon exiting the car wash, customers may proceed to one of the 37 vacuum stalls, which are free for car wash customers. Customers may also use a complimentary floor mat cleaner. Additional automobile detailing products would be available from a vending machine area inside the building.

The staff report presenting the requests, with supporting documentation, was transmitted to the Village Board with the PC/ZBA packet on September 20, 2013. At their September 23, 2013, meeting, by a vote of 5-0, the PC/ZBA recommended approval of the Special Use Permit for *automobile laundry*, and the Final Planned Unit Development Plan, subject to the conditions recommended in the staff report. As a point of information, also by a 5-0 vote, the PC/ZBA approved the Gary Avenue Corridor Review for the development.

If the Village Board concurs with the PC/ZBA recommendation, they should approve the Special Use Permit for *automobile laundry* and the Final Planned Unit Development Plan, subject to the conditions contained within the Ordinance, and adopt the necessary Ordinance. The Village Board need not take any action regarding the Gary Avenue Corridor Review.

DTB:db

c: Dave Dalesandro, Emko Properties/Jet Brite Car Wash (via e-mail)

Village of Carol Stream
Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

FROM: Donald T. Bastian, Assistant Community Development Director 

THROUGH: Robert J. Glees, Community Development Director 

DATE: October 2, 2013

RE: **Agenda Item for the Village Board Meeting of October 7, 2013**
PC/ZBA Case 13205, Windfall Plaza LLC – 1175-1231 N. Gary Avenue
Final Plat of Subdivision

Attorney J. David Ballinger, on behalf of Windfall Plaza LLC, is seeking approval of a Final Plat of Subdivision to subdivide the existing 20.43-acre property currently improved with Windfall Plaza at 1175-1231 N. Gary Avenue. Windfall Plaza and Emko Properties have agreed to a real estate transaction through which Emko Properties would purchase the northern four acres of the property, north of the east-west drive aisle that enters the property at Gary Avenue, to allow for the construction of a Jet Brite Car Wash. The car wash would be located on Lot 1, which would measure 4.00 acres, and Windfall Plaza would remain on proposed Lot 2, which would measure 16.4 acres. The plat would also dedicate a 700 square foot triangular area near the southwest corner of proposed Lot 1 to the DuPage County Division of Transportation for roadway improvements. The plat would also grant the necessary cross access easement over the east-west drive aisle located at the north end of proposed Lot 2, for the benefit of Proposed Lot 1.

The staff report presenting the request, with supporting documentation, was transmitted to the Village Board with the PC/ZBA packet on September 20, 2013. At their September 23, 2013, meeting, by a vote of 5-0, the PC/ZBA recommended approval of the Final Plat of Subdivision for *Windfall Plaza Subdivision*, subject to the conditions recommended in the staff report.

If the Village Board concurs with the PC/ZBA recommendation, they should approve the Final Plat of Subdivision for *Windfall Plaza Subdivision*, subject to the conditions contained within the Resolution, and adopt the necessary Resolution.

DTB:db

c: J. David Ballinger, Attorney (via e-mail)

Village of Carol Stream
Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

FROM: Donald T. Bastian, Assistant Community Development Director 

THROUGH: Robert J. Glees, Community Development Director 

DATE: October 2, 2013

RE: **Agenda Item for the Village Board Meeting of October 7, 2013**
PC/ZBA Case 13241, U-Stor-It – 120 Tubeway Drive
Special Use Permits for *Equipment and Machinery Rental Operations and Outdoor Activities and Operations*

Mark Riley of U-Stor-It Management has submitted the required plans and applications for the zoning approvals necessary to allow for the rental and outdoor parking of up to seven U-Haul vehicles on the property at 120 Tubeway Drive. U-Stor-It received the zoning approvals necessary to operate a self-storage business on the property in 2008. This summer, staff observed that U-Haul vehicles were being stored on the property. After contacting the business, staff learned that U-Stor-It had begun renting U-Haul vehicles as part of their business operations on the property. Staff advised Mr. Riley that Special Use approvals were required for an *equipment and machinery rental operation*, and for *outdoor activities and operations* to rent and park the U-Haul vehicles outdoors on the property. With more than enough customer parking spaces on the property, staff's primary concern involved the screening of the parked U-Haul vehicles, particularly as viewed from Gary Avenue. To effectively screen the parked U-Haul vehicles, U-Stor-It will ensure that the vehicles are parked in the seven westernmost spaces on the south side of the building, and they will also install five, eight-foot tall evergreen trees in a new 18 foot wide landscape island that will be located immediately east of the U-Haul vehicle parking spaces.

The staff report presenting the requests, with supporting documentation, was transmitted to the Village Board with the PC/ZBA packet on September 20, 2013. At their September 23, 2013, meeting, by a vote of 5-0, the PC/ZBA recommended approval of the Special Use Permits for *equipment and machinery rental operation* and *outdoor activities and operations*, subject to the conditions recommended in the staff report.

If the Village Board concurs with the PC/ZBA recommendation, they should approve the Special Use Permits for *equipment and machinery rental operation* and *outdoor activities and operations*, subject to the conditions contained within the Ordinance, and adopt the necessary Ordinance.

DTB:db

c: Mark Riley, U-Stor-It Management (via e-mail)
Anne Hughes-Wagner, U-Stor-It (via e-mail)

Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: Philip J. Modaff, Director of Public Works 
DATE: October 1, 2013
RE: Recommendation to Award a Contract – John Neri Construction Company, Inc. –
Fair Oaks Road Catch Basin Project

The current budget provides \$30,000 for repair of a series of eleven catch basins on Fair Oaks Road, from Army Trail Road to just south of Maple Ridge court. The eleven basins have shown heaving in the concrete curb and damage to some of the structures, which can result in ponding on the pavement.

Project Management consultant ERA prepared bid specifications and the project was advertised for bid in early September, with five contractors receiving bid packets. ERA will also oversee the construction work.

On September 30, 2013, three bids were received and publicly opened with the following results:

<u>CONTRACTOR</u>	<u>AMOUNT</u>
John Neri Construction	\$28,425.00
A Lamp Concrete Contractors	\$29,975.00
Copenhaver Construction	\$49,780.00

John Neri Construction has submitted all of the required bid documents and has performed satisfactory work for the Village in the recent past.

Staff recommends that the Village Board approve a Motion to award a contract to John Neri Construction Company, Inc., for the Fair Oaks Road Catch Basin Project in the amount of \$28,425.00.

Attachments

VILLAGE OF CAROL STREAM

BID PACKET

FOR

FAIR OAKS CATCH BASINS

SEALED BIDS ARE TO BE RETURNED TO:

**VILLAGE OF CAROL STREAM
ATTN: Public Works Department – FAIR OAKS CATCH BASINS
124 Gerzevske Lane
Carol Stream, IL 60188**

**BIDS MUST BE RECEIVED IN THE PUBLIC WORKS
DEPARTMENT NO LATER THAN
10:00 AM September 30, 2013**

All interested vendors are invited to submit questions via e-mail (pmodaff@carolstream.org) and/or request a site visit of the proposed work and to familiarize themselves with the project. Any failure by the contractor to do so will not relieve him from responsibility for successfully performing the work. The Village assumes no responsibility for any misunderstanding or representations concerning conditions made by its officers or employees prior to the execution of this contract, unless such understanding or representations made are specifically incorporated into the contract. No additional allowance will be granted because of lack of knowledge or such conditions.

BID SHEET

Bidder, in submitting this bid, hereby agrees to comply with all provisions and requirements of the specifications and contract documents attached hereto. Please indicate a unit and total price for each item. The bid award shall be based upon the total extended price.

Description	Unit	Quantity	Unit Cost	Total Cost
TRAFFIC CONTROL AND PROTECTION	L SUM	1	\$7500.00	\$7500.00
COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	175	45 ⁰⁰	7875.00
SEEDING, SPECIAL	SQ YD	120	15 ⁰⁰	1800.00
UTILITY STRUCTURES TO BE ADJUSTED	EACH	11	750 ⁰⁰	8250 ⁰⁰
PAVEMENT PATCHING	SQ YD	40	75 ⁰⁰	3000.00
TOTAL:				\$28,425⁰⁰

Name of Bidder: John Neri Const. Co. Inc.

Address: 770 W. Factory Rd.
Addison IL 60101

Telephone No. 630 629-8384 Fax No. 630 629-7001

Signature: *Nicholas Neri*

Name and Title: (Please Print) Nicholas Neri President

Date: 9-30-13

Subscribed and sworn before me this 30th day of September, 2013

My Commission Expires: Sept 23 2014
Francine K Caputo

BIDS MUST BE RECEIVED IN THE PUBLIC WORKS DEPARTMENT NO LATER THAN 10:00 AM September 30, 2013



REFERENCES

The Bidder must list at least three (3) municipal references for which the Bidder has supplied services in the last twelve (12) months that are similar to the specifications contained herein. The references provided must list municipality, contact person, address and telephone number.

Municipality: Village of Bensenville
Address: 717 East Jefferson St.
Contact Person: Joe Caracci Project Dates: 2011-2013
Phone #: 630 350-3435 Fax: 630 594-1148

Municipality: Village of Lombard
Address: 1051 S. Hammerschmidt Ave.
Contact Person: Ray Schwabe Project Dates: 2012-2013
Phone #: 630 620-5740 Fax: 630 620 5982

Municipality: Village of Glen Ellyn
Address: 535 Duane St.
Contact Person: Bob Minix Project Dates: 2010-2011
Phone #: 630 469-6756 Fax: 630 469-3128

**CERTIFICATE OF ELIGIBILITY TO CONTRACT
MUST BE COMPLETED AND RETURNED WITH BID FORM**

John Neri Const. Co. Inc. (Contractor), pursuant to

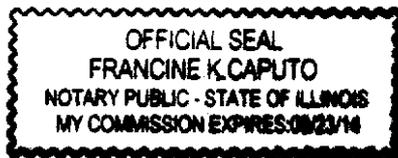
Section 33E-11 of the Illinois Criminal Code of 1961 as amended, hereby certifies that neither (he, she, it) nor any of (his, her, its) partners, officers, or owners of (his, her, its) business has been convicted in the past five (5) years of the offense of bid-rigging under section 33E-3 of the Illinois Criminal Code of 1961 as amended; that neither (he, she, it) nor any of (his, her, its) partners, officers or owners has ever been convicted of the offense of bid-rotating under section 33E-4 of the Illinois Criminal Code of 1961 as amended; and that neither (he, she, it) nor any of (his, her, its) partners, officers or owners has ever been convicted of bribing or attempting to bribe an officer or an employee of the State of Illinois, or has made an admission of guilt of such conduct which is a matter of record.

Date: 9-30-13

Nicholas Neri Pres.
Contractor

SUBSCRIBED and SWORN TO before me
this 30th day of September, 2013.

Francine K. Caputo
NOTARY PUBLIC



PUBLIC CONTRACTORS -WRITTEN SEXUAL HARASSMENT POLICY
MUST BE COMPLETED AND RETURNED WITH BID FORM

John Neri Const. Co. Inc. ("Contractor"), having submitted a bid
(Name of Contractor)

for Fair Oaks Catch Basins to the Village of Carol Stream on

Sept. 30, 2013, hereby certifies that said Contractor has a written Sexual
(Date)

Harassment Policy in full compliance with 775 ILCS 5/2-105(A) (4).

By: Nicholas Neri Nicholas Neri
Authorized Agent of Contractor (Signature) (Printed)

Subscribed and sworn to before me this 30th day of September, 2013.

Francine K Caputo

Notary Public



Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager

FROM: James T. Knudsen, Director of Engineering Services 

DATE: September 12, 2013

RE: Schmale Road Water Main Replacement Project - Award of Contract for Consultant Engineering Services

The Village has experienced numerous water main breaks along the east side of Schmale Road from St. Charles Road to Geneva Road. The water main varies in size from 10" to 12" and was constructed out of cast iron pipe pre-1969. Much of this water main is underneath or very close to the pavement making repairs expensive while causing disruption to traffic as well as businesses.

This project will replace about 3,360 feet of the old deteriorated pipe with poly wrapped ductile iron pipe along with new valves and fire hydrants. In addition Staff would like to see alternates bid with the replacement project. Alternate A is the continuation of replacement of the existing 10" and 12" cast iron pipe for approximately 1,350 feet along the east side of Schmale Road from St. Charles Road north to where it ties into the North Avenue system which was previously replaced in 1994. Alternate B is replacing about 2,730 feet of the existing 8", 10" and 12" cast iron pipe along the south side of St. Charles Road from Schmale Road east to President Street. There is approximately 440 feet on President Street that will be new construction where there currently exists a gap in the system.

The project is programmed for a Phase I Design Study in FY2014 (May 2013 - April 2014), Phase II Final Engineering in FY15 and Phase III Construction in FY16 as part of its Capital Improvement Program (CIP). The Phase I Design Study will include an analysis of the system for proper pipe sizing, locating valves and hydrants, selecting a desired route as well as the preparation of easement documents and their acquisition. The new water main will be located out from under the roadway pavement to eliminate traffic disruptions due to lane closures. This will likely entail easement acquisitions since the water main will need to be relocated under parking lots, driveways and sidewalks on private property. All phases of the project will be paid for through our Water & Sewer Fund.

Engineering Staff sought proposals from seven firms of which four submitted a proposal: Baxter & Woodman, Inc., Christopher B. Burke Engineering, Ltd.,

Rempe-Sharpe & Associates, Inc. and Thomas Engineering Group. After reviewing the four proposals Staff determined Thomas Engineering Group was the most qualified firm and they received very high recommendations from their references. Thomas Engineering Group's total not to exceed cost is \$127,554.23 which is below the \$167,000 budgeted for this work in FY14. This is a cost plus fixed fee contract where the fee is set at the time of the contract and will be entirely received by the firm when all of the scope has been completed.

Staff has reviewed the scope of services, fee and the attached contract provided by Thomas Engineering Group and found it acceptable. Therefore, Staff recommends award of the contract to Thomas Engineering Group in the amount not to exceed \$127,554.23 on a cost plus fixed fee basis for consultant engineering services for the Schmale Road Water Main Replacement Project.

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

PROFESSIONAL SERVICES AGREEMENT

Schmale Road Water Main Replacement Project Phase I Design Study for the Village of Carol Stream

THIS AGREEMENT made and entered into this ____ day of _____, 2013, by and between the Village of Carol Stream (hereinafter referred to as the "Village") and _____ (hereinafter referred to as the "Consultant")

WITNESS THAT:

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

WHEREAS, the Village requested a proposal (hereinafter referred to as the Request for Proposal or RFP), attached hereto as Attachment #1, from the Consultant to perform the professional engineering services including but not limited to: project coordination and data collection, field surveys, preliminary design study, easement document preparation, coordination and public relations; and

WHEREAS, in response to the Village's request, Consultant submitted a proposal (hereinafter referred to as the Proposal), attached hereto as Attachment #2, and, after negotiations, Consultant agreed to perform the services more particularly described in the Proposal, under the terms and conditions set forth in this Agreement and Proposal; and

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

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

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

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

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

A. SERVICES TO BE PROVIDED BY THE PARTIES

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

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

TIME OF PERFORMANCE

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

B. ACCESS TO INFORMATION

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

C. COMPENSATION

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

D. RECORDS

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

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

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

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

E. RELATIONSHIP

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

F. TERMINATION

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

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

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

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

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

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

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

G. ERRORS & OMISSIONS

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

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

H. CHANGES, AMENDMENTS, MODIFICATIONS

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

I. PERSONNEL

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

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

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

J. ASSIGNABILITY

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

K. SEVERABILITY

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

L. REPORTS AND INFORMATION

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

M. REPORTS AND INFORMATION

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

N. FINDINGS CONFIDENTIAL

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

O. COPYRIGHT

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

P. COMPLIANCE WITH LAWS

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

Q. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

T. AUTHORIZED TO DO BUSINESS IN ILLINOIS

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

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

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

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

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

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

W. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS

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

X. DEBARMENT

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

Y. INTEREST OF MEMBERS OF THE VILLAGE

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

Z. INTEREST OF CONSULTANT AND EMPLOYEES

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

AA. AUDITS AND INSPECTIONS

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

BB. HOLD HARMLESS

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

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

CC. INSURANCE

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

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

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

DD. COMPLETE AGREEMENT

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

EE. NOTICES AND COMMUNICATIONS

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

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

If to Consultant:
Thomas Gill
President
Thomas Engineering Group, LLC
238 South Kenilworth Avenue; Suite 100
Oak Park, Illinois 60302
tomg@thomas-engineering.com

FF. ENTIRE AGREEMENT & ORDER OF PRECEDENCE

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

GG. INTERPRETATION, ENFORCEMENT & DISPUTES

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

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

ATTACHMENT #1, Request for Proposal (RFP)

ATTACHMENT #2, Consultant's Proposal

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

VILLAGE

By: _____

Title: _____

Date: _____



CONSULTANT

By: Kevin VanDeWoestyne

Title: Principal

Date: 16 SEPT 13



Section 7 – Cost Estimate of Consultant Services

COST PROPOSAL

The following pages, rates, and tables represent what TEG has developed in terms of a design engineering cost estimate. **This is inclusive of Schmale Road Water Main Replacement Project, Alternate A, Alternate B, all project coordination and data collection, field survey, preliminary design study, easement document preparation, coordination and public relations, and deliverables.** We have utilized an IDOT standard Cost Estimate of Consultant Services (CECS) and Cost Plus Fixed Fee (CPFF) method of compensation where the percent of fee invoiced equals the percent of the project completed for that invoice. Once the fee is calculated in the contract, the firm will receive the entire fee once all of the scope is completed. In other words, the fee for that project is fixed at contract time. Actual costs are invoiced as they are utilized on the project along with the percent of work completed over the same time frame. The actual costs are the actual dollars the project has used in labor and direct costs and the firm's actual overhead.

While we believe that this estimate accurately reflects our best effort at understanding the scope of work as described in our proposal, we understand that the Village of Carol Stream may interpret the scope differently and may seek to add, subtract, or modify the scope or level of effort contained herein. We look forward to being selected by the Village and can negotiate the scope and effort to meet the exact expectation of the Village. TEG is excited to serve the Village of Carol Stream and dedicated to providing outstanding service and content.

TEG's Overhead Rate	122.41%
Our direct costs are estimated at	\$2,135.00
Services by others (Wang Engineering)	\$19,934.47*
Our total overall CECS is	<u>\$127,554.23</u>

Please refer to the following pages for TEG's 2013 Rate Range table and greater detail of our cost proposal.

*This scope includes 16 borings to 10 feet at 500 feet intervals along Schmale Road, St. Charles Road and President Street including traffic control while performing the borings.

Village of Carol Stream
Professional Engineering Services
Schmale Road Water Main Replacement Project



Section 7 – Cost Estimate of Consultant Services

THOMAS ENGINEERING GROUP, LLC

2013 Rate Range

Classification	Rate Range	
	Minimum	Maximum
Principal	\$55.00	\$90.00
Project Manager	\$40.00	\$70.00
Resident / Project Engineer IV	\$50.00	\$60.00
Resident / Project Engineer III	\$45.00	\$50.00
Resident / Project Engineer II	\$40.00	\$45.00
Resident / Project Engineer I	\$35.00	\$40.00
Resident / Project Engineer	\$30.00	\$35.00
Assistant Resident Engineer III	\$40.00	\$50.00
Assistant Resident Engineer II	\$35.00	\$40.00
Assistant Resident Engineer I	\$30.00	\$35.00
Assistant Resident Engineer	\$25.00	\$30.00
Materials Engineer	\$30.00	\$50.00
Materials Technician	\$20.00	\$40.00
Construction/Design Engineer II	\$30.00	\$45.00
Construction/Design Engineer I	\$20.00	\$30.00
Technician II	\$25.00	\$45.00
Technician I	\$15.00	\$25.00
Office Administrator	\$15.00	\$35.00

**PAYROLL ESCALATION TABLE
FIXED RAISES**

FIRM NAME Thomas Engineering Group, LLC
PRIME/SUPPLEMENT Schmale Road Water Main Replaceme

DATE 09/06/13
PTB NO. _____

CONTRACT TERM 7 MONTHS
START DATE 10/1/2013
RAISE DATE 1/1/2014

OVERHEAD RATE 122.41%
COMPLEXITY FACTOR
% OF RAISE 3.00%

ESCALATION PER YEAR

10/1/2013 - 1/1/2014

1/2/2014 - 5/1/2014

3
7

4
7

= 42.86%
= 1.0171

58.86%

The total escalation for this project would be:

1.71%



1145 North Main Street
Lombard, Illinois 60148
Phone (630) 953-9928
www.wangeng.com

September 5, 2013

Mr. Kevin C. Vandewoestyne, P.E.
Principal
Thomas Engineering Group, LLC
55 w. 22nd Street, suite 300
Lombard, Illinois 60148

Re: Proposal - Geotechnical Engineering Services
Schmale Road Water Main Replacement Project
Carol Stream, Illinois
Wang No.: P130903

Dear Mr. Vandewoestyne:

Wang Engineering, Inc. (Wang) is pleased to present our proposal to provide geotechnical drilling, laboratory testing, and engineering analysis for the water main replacement along Schmale Road, St. Charles Road, and President Street in Carol Stream, Illinois.

The following describes our proposed scope of work, cost estimate, and assumptions made in developing the cost estimate.

SCOPE OF WORK

Wang understands that the scope of work includes soil borings to characterize the site soil and groundwater conditions. Soil borings will be taken approximately every 500 feet and will extend to the maximum excavation depth of 10 feet below ground surface (bgs).

Geotechnical Drilling: Wang will provide equipment, labor, and associated materials to drill and sample sixteen (16) subgrade borings to approximately 10 feet below ground surface (bgs). Soil samples will be collected with split-spoon samplers according to AASHTO T 206, "Penetration Test and Split-Barrel Sampling of Soils." The borings will be backfilled with soil cuttings immediately after completion and the pavement will be patched with asphalt.

Field Supervision: Before starting the investigation, a Wang representative will mark the boring locations in the field and clear utilities through JULIE one call. A field engineer will monitor drilling activities, maintain daily field notes, soil boring logs, as well as receive, classify, and prepare soil samples for laboratory analyses. The field engineer will perform penetrometer and Rimac unconfined compressive strength tests on cohesive soil samples and will monitor the as-drilled groundwater level in boreholes.

Preliminary Environmental Testing — A Wang field geologist will inspect each soil sample for staining, odor or other signs of contamination and will monitor each sample in the field for total organic vapors using a calibrated photo-ionization detector (PID). Samples from three boring locations across the site will be selected for further analytical testing and TACO evaluation. The collection of the analytical test samples will be performed in accordance with SW 846 Method 5035.

Laboratory Testing: After the completion of the drilling phase, all soil samples will be transported to our in-house IDOT- and AMRL-certified laboratory in Lombard, Illinois. The soil testing program will include natural moisture content, Atterberg Limits, and Particle Size Analysis.

Engineering Analysis and Recommendations: The geotechnical letter report will be prepared and will address possible soil contamination and include a detailed description of soil and groundwater conditions encountered. Based on the results of analytical testing and TACO evaluations, Wang will address the most likely method of soils disposal. The opinion letter report will include detailed description of soil samples collection and analyses, field and laboratory testing procedures and results, TACO evaluation, waste classification and disposal, and recommendations and criteria for soils disposal. The report will also include site location map, boring location plan, and boring logs.

SCHEDULING

Wang will start the project expediently upon prior authorization to proceed. We anticipate that, after utility clearance, two working days will be necessary to complete the drilling phase of the project. The laboratory testing program will be completed 1 to 2 weeks after the field activities. The geotechnical letter report will be finalized two weeks after the completion of the laboratory testing program.

ESTIMATED COST AND ASSUMPTIONS

Wang proposes to provide the above tasks on time and expense basis according to the attached cost estimate. Wang would not exceed the estimated upper limit without the Client approval. In preparing the cost estimate we have assumed the following conditions:

- The site is accessible to a truck mounted drill rig,
- Due to overhead lines along the south side of St. Charles Road, we propose a low clearance rig to complete the drilling,
- Lane closures will be necessary and have been included in the cost estimate,
- Drilling unit costs are considered prevailing rate under the Prevailing Wage Act (820 ILCS 130/0.01), and
- Boring depths were estimated to be 10 feet bgs, actual depths may vary.

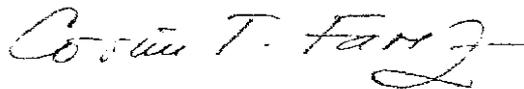
INSURANCE

Attached is a sample of our Certificate of Insurance. Additional insurance beyond our standard coverage is not included in our cost estimate and will be considered as reimbursement item

Wang Engineering, Inc. appreciates the opportunity to present this proposal. If you have questions, or if you require additional information, please contact us at (630) 953-9928.

Sincerely,

WANG ENGINEERING, INC.

A handwritten signature in cursive script that reads 'Corina T. Farez'.

Corina T. Farez, P.E., P.G.
Vice President

A handwritten signature in cursive script that reads 'Nathan Davis'.

Nathan Davis
Engineering Geologist

Attachment: Cost Estimate
 Certificate of Insurance

Date: 09/05/2013
Wang No.: P130903

Project: Schmale Road Water Main Replacement Project

Task Description	Units	Unit Price	Extended Cost
DRILLING, SAMPLING & INSITU TESTING			
Scope: 16 Borings to 10 feet bgs located at 500 feet intervals along Schmale Road (4710'), St. Charles (2730'), and President Street (440')			
<u>Site Mobilization</u>			
ATV Mounted Rig		\$105.00 /Hour	
Truck Mounted Rig			Included in Daily Rate
Low Clearance Rig			Included in Daily Rate
Geoprobe LB Hand Auger			Included in Daily Rate
<u>Daily Rates for Drilling and Sampling</u>			
Daily Rate includes 8 hour work day			
ATV Mounted Rig		\$3,000.00 /Day	
Truck Mounted Rig	1 Day	\$2,500.00 /Day	\$2,500.00
Low Clearance Rig	1 Day	\$2,850.00 /Day	\$2,850.00
Geoprobe LB Hand Auger		\$2,000.00 /Day	
Overtime Rate (two-man crew) for over 8 Hours	0 Hours	\$250.00 /Hour	\$0.00
<u>Materials</u>			
3/8" Bentonite Chips	20 Bags	\$12.00 /Bag	\$240.00
Asphalt/Concrete	8 Bags	\$12.00 /Bag	\$96.00
Soil Sample Jars (24 Count Box)	4 Box	\$26.00 /Box	\$104.00
Support Truck	2 Days	\$40.00 /Day	\$80.00
<u>Specialized Testing</u>			
Drilling Crew Standby during Testing	2 Hours	\$300.00 /Hour	\$600.00
Photoionization Detector (PID)	2 Day	\$175.00 /Day	\$350.00
<u>Decontamination</u>			
Decontamination of Equipment	16 Borings	\$100.00 /Boring	\$1,600.00
Decon Pad	2 Days	\$100.00 /Day	\$200.00
Drums for Decon Waste Water	8 Drums	\$50.00 /Each	\$400.00
Portable Water Tank	2 Days	\$100.00 /Day	\$200.00
Incidental Supplies (gloves, ice, baggies, etc.)	2 Days	\$30.00 /Day	\$60.00
			\$9,280.00
LABORATORY TESTING			
<u>Soil Index Tests</u>			
T265 D2216 Water Content	80 Tests	\$7.50 /Test	\$600.00
<u>Particle Size Distribution</u>			
T88 D422 Sieve Analysis		\$69.00 /Test	
T88 D422 Hydrometer Analysis		\$74.00 /Test	
T88 D422 Combined Sieve and Hydrometer	4 Tests	\$111.00 /Test	\$444.00
-- D1140 Percent Finer than No. 200 Sieve		\$46.00 /Test	
<u>Atterberg Limits</u>			
T89, T90 D4318 Liquid and Plastic Limits	4 Tests	\$69.00 /Test	\$276.00
T92 D427 Shrinkage Factors		\$82.00 /Test	
<u>Analytical Laboratory Services</u>			
Volatile Organic Components (VOC)	3 No	\$180.00 /Each	\$540.00
SemiVOC including PNA's	3 No	\$300.00 /Each	\$900.00
PCB	3 No	\$120.00 /Each	\$360.00
Total Metals	3 No	\$186.00 /Each	\$558.00
PH Determination	3 No	\$12.00 /Each	\$36.00
			\$ 1,320.00
TRAFFIC CONTROL			
<u>Traffic Control</u>			
Shoulder Closure (1/2 mile)			
Daytime	1.0 No.	\$825.00 /Each	\$825.00
Lane Closure (1 lane) (1/2 mile)			
Daytime	1.0 No.	\$1,340.00 /Each	\$1,340.00
			\$ 2,165.00
FIELD VEHICLES & MILEAGE			
<u>Field Vehicle</u>			
Field Vehicle Daily (<100 Miles per Day)	3 Days	\$45.00 /Day	\$135.00
			\$ 135.00

Date: 09/05/2013
Wang No.: P130903

Project: Schmale Road Water Main Replacement Project

Task Description	Units	Unit Price	Extended Cost
REPORT REPRODUCTION			
<i>Report Reproduction</i>			
Copies, Black & White, 8.5" X 11"	120 No	\$0.20 /Each	\$24.00
Copies, Color, 8.5" X 11"	2 No	\$2.50 /Each	\$5.00
Copies, Reproduction or Reduction, 24" X 36"	0 No	\$10.00 /Each	\$0.00
			\$ 29.00
ENGINEERING, REPORTING & MANAGEMENT			
<i>Field Activities</i>			
Project Engineer/Project Geologist	2.0 Hours	\$80.05 /Hour	\$160.10
Assistant Engineer/Assistant Geologist	24.0 Hours	\$76.33 /Hour	\$1,831.92
<i>Data Analyses & Engineering</i>			
Senior Engineer	2.0 Hours	\$132.30 /Hour	\$264.60
Project Engineer/Project Geologist	10.0 Hours	\$80.05 /Hour	\$800.50
Assistant Engineer/Assistant Geologist	12.0 Hours	\$76.33 /Hour	\$915.96
Laboratory Technician	2.0 Hours	\$43.28 /Hour	\$86.56
<i>Report Preparation</i>			
Senior Engineer	4.0 Hours	\$132.30 /Hour	\$529.20
Project Engineer/Project Geologist	12.0 Hours	\$80.05 /Hour	\$960.60
Assistant Engineer/Assistant Geologist	10.0 Hours	\$76.33 /Hour	\$763.30
<i>Project Management</i>			
Principal in Charge	1.0 Hours	\$165.83 /Hour	\$165.83
Project Manager	3.0 Hours	\$132.30 /Hour	\$396.90
Administrative Assistant	1.0 Hours	\$69.90 /Hour	\$69.90
<i>QC/QA Review</i>			
QC/QA Reviewer	1.0 Hours	\$60.10 /Hour	\$60.10
			\$7,005.47

SUMMARY

<i>DRILLING, SAMPLING & INSITU TESTING</i>			\$9,280.00
<i>LABORATORY TESTING</i>			\$1,320.00
<i>TRAFFIC CONTROL</i>			\$2,165.00
<i>FIELD VEHICLES & MILEAGE</i>			\$135.00
<i>REPORT REPRODUCTION</i>			\$29.00
			\$ 12,929.00
<i>ENGINEERING, REPORTING & MANAGEMENT</i>			
Principal in Charge	1.0 Hours	\$165.83 /Hour	\$165.83
Project Manager	3.0 Hours	\$132.30 /Hour	\$396.90
Senior Engineer	6.0 Hours	\$132.30 /Hour	\$793.80
Project Engineer/Project Geologist	24.0 Hours	\$80.05 /Hour	\$1,921.20
Assistant Engineer/Assistant Geologist	46.0 Hours	\$76.33 /Hour	\$3,511.18
Laboratory Technician	2.0 Hours	\$43.28 /Hour	\$86.56
Administrative Assistant	1.0 Hours	\$69.90 /Hour	\$69.90
QC/QA Reviewer	1.0 Hours	\$60.10 /Hour	\$60.10
	84.0		\$7,005.47
		TOTAL	\$ 19,934.47

Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager

FROM: James T. Knudsen, Director of Engineering Services

DATE: September 17, 2013

RE: Illini Drive Bridge Replacement Project - Award of Contract for Consultant Engineering Services

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

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

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

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

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

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

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

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

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

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

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

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

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

PROFESSIONAL SERVICES AGREEMENT

Illini Drive Bridge Replacement Project Phase I Design Study for the Village of Carol Stream

THIS AGREEMENT made and entered into this ____ day of _____, 2013, by and between the Village of Carol Stream (hereinafter referred to as the "Village") and Wills Burke Kelsey Associates, Ltd. (hereinafter referred to as the "Consultant")

WITNESS THAT:

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

WHEREAS, the Village requested a proposal (hereinafter referred to as the Request for Proposal or RFP), attached hereto as Attachment #1, from the Consultant to perform the professional engineering services including but not limited to: project coordination and data collection, field surveys, preliminary design study, easement document preparation, coordination and public relations; and

WHEREAS, in response to the Village's request, Consultant submitted a proposal (hereinafter referred to as the Proposal), attached hereto as Attachment #2, and, after negotiations, Consultant agreed to perform the services more particularly described in the Proposal, under the terms and conditions set forth in this Agreement and Proposal; and

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

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

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

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

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

A. SERVICES TO BE PROVIDED BY THE PARTIES

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

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

TIME OF PERFORMANCE

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

B. ACCESS TO INFORMATION

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

C. COMPENSATION

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

D. RECORDS

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

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

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

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

E. RELATIONSHIP

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

F. TERMINATION

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

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

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

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

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

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

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

G. ERRORS & OMISSIONS

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

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

H. CHANGES, AMENDMENTS, MODIFICATIONS

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

I. PERSONNEL

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

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

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

J. ASSIGNABILITY

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

K. SEVERABILITY

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

L. REPORTS AND INFORMATION

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

M. REPORTS AND INFORMATION

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

N. FINDINGS CONFIDENTIAL

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

O. COPYRIGHT

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

P. COMPLIANCE WITH LAWS

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

Q. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

T. AUTHORIZED TO DO BUSINESS IN ILLINOIS

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

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

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

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

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

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

W. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS

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

X. DEBARMENT

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

Y. INTEREST OF MEMBERS OF THE VILLAGE

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

Z. INTEREST OF CONSULTANT AND EMPLOYEES

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

AA. AUDITS AND INSPECTIONS

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

BB. HOLD HARMLESS

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

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

CC. INSURANCE

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

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

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

DD. COMPLETE AGREEMENT

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

EE. NOTICES AND COMMUNICATIONS

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

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

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

FF. ENTIRE AGREEMENT & ORDER OF PRECEDENCE

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

GG. INTERPRETATION, ENFORCEMENT & DISPUTES

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

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

ATTACHMENT #1, Request for Proposal (RFP)

ATTACHMENT #2, Consultant's Proposal

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

VILLAGE

By: _____

Title: _____

Date: _____

WILLS BURKE KELSEY ASSOC, LTD
CONSULTANT

By: 

Title: PRESIDENT

Date: 9/17/2015

Terms and Conditions Statement

The Wills Burke Kelsey Associates, Ltd. team will meet the terms and conditions outlined in the Professional Services Agreement for the Illini Drive Bridge Replacement Project, Phase I Design Study for the Village of Carol Stream as provided with the Request for Proposal materials for this project.

ILLINI DRIVE BRIDGE REPLACEMENT PROJECT

Village of Carol Stream, Illinois

EXHIBIT A - PHASE I ENGINEERING SERVICES

Illini Drive over Klein Creek

Carol Stream, Illinois

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

*Firm's approved rates on file with IDOT's Bureau of Accounting and Auditing:	
Overhead Rate (OH)	133.45 %
Complexity Factor (R)	0.000
Calendar Days	100

Method of Compensation:
 Cost Plus Fixed Fee 1 14.5%(DL + R(DL) + OH(DL) + IHDC]
 Cost Plus Fixed Fee 2 14.5%(DL + R(DL) + 1.4(DL) + IHDC]
 Cost Plus Fixed Fee 3 14.5%[(2.3 + R)DL + IHDC]
 Specified Rate (0.37 + R) DL
 Lump Sum

Date: 9/9/2013

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead (DLxOH)	Services by Others	In-House Direct Costs (IHDC)	Fixed Fee	Total
1 Project Coordination and Data Collection						\$ -	\$ 11.20	\$1.62	\$12.82
	Engineer IV	5.0	\$49.40	\$247.00	\$329.62			\$83.61	\$660.23
	Engineer I	8.0	\$26.25	\$210.00	\$280.25			\$71.09	\$561.34
	Senior Structural Engineer	7.0	\$58.00	\$406.00	\$541.81			\$137.43	\$1,085.24
	Surveyor III	4.0	\$37.75	\$151.00	\$201.51			\$51.11	\$403.62
2 Field Survey / Inspection						\$ 8,700.00	\$ 142.64	\$20.68	\$8,863.32
	Engineer I	4.0	\$26.25	\$105.00	\$140.12			\$35.54	\$280.66
	Engineering Technician IV	2.0	\$47.93	\$95.86	\$127.93			\$32.45	\$256.24
	Engineering Technician II	59.0	\$29.50	\$1,740.50	\$2,322.70			\$589.16	\$4,652.36
	Senior Structural Engineer	8.0	\$58.00	\$464.00	\$619.21			\$157.07	\$1,240.28
	Surveyor III	37.0	\$37.75	\$1,396.75	\$1,863.96			\$472.80	\$3,733.51
	Senior Scientist V	1.0	\$63.00	\$63.00	\$84.07			\$21.33	\$168.40
	Env. Res Spec II	10.0	\$26.50	\$265.00	\$353.64			\$89.70	\$708.34
GIS Analyst	2.0	\$29.50	\$59.00	\$78.74			\$19.97	\$157.71	
3 Preliminary Design Study / Report						\$ -	\$ 2,294.80	\$332.75	\$2,627.55
	Engineer IV	72.0	\$49.40	\$3,556.80	\$4,746.55			\$1,203.99	\$9,507.34
	Engineer III	45.0	\$29.75	\$1,338.75	\$1,786.56			\$453.17	\$3,578.48
	Engineer I	133.0	\$26.25	\$3,491.25	\$4,659.07			\$1,181.80	\$9,332.12
	Engineering Technician IV	63.0	\$47.93	\$3,019.59	\$4,029.64			\$1,022.14	\$8,071.37
	Engineering Technician II	38.0	\$29.50	\$1,121.00	\$1,495.97			\$379.46	\$2,996.43
	Senior Structural Engineer	89.0	\$58.00	\$5,162.00	\$6,888.69			\$1,747.35	\$13,798.04
	Surveyor III	33.0	\$37.75	\$1,245.75	\$1,662.45			\$421.69	\$3,329.89
	Senior Scientist V	4.0	\$63.00	\$252.00	\$336.29			\$85.30	\$673.59
	Env. Res Spec II	4.0	\$26.50	\$106.00	\$141.46			\$35.88	\$283.34
4 Coordination & Public Relations						\$ -	\$ 87.75	\$12.72	\$100.47
	Engineer IV	4.0	\$49.40	\$197.60	\$263.70			\$66.89	\$528.19
	Engineering Technician IV	7.0	\$47.93	\$335.51	\$447.74			\$113.57	\$896.82
	Senior Structural Engineer	9.0	\$58.00	\$522.00	\$696.61			\$176.70	\$1,395.31

EXHIBIT A - PHASE I ENGINEERING SERVICES

Illini Drive over Klein Creek

Carol Stream, Illinois

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

*Firm's approved rates on file with IDOT's Bureau of Accounting and Auditing:	
Overhead Rate (OH)	133.45 %
Complexity Factor (R)	0.000
Calendar Days	100

Date: 9/9/2013

Method of Compensation:

- Cost Plus Fixed Fee 1 14.5%[DL + R(DL) + OH(DL) + IHDC]
- Cost Plus Fixed Fee 2 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
- Cost Plus Fixed Fee 3 14.5%[(2.3 + R)DL + IHDC]
- Specified Rate (0.37 + R) DL
- Lump Sum

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead (DLxOH)	Services by Others	In-House Direct Costs (IHDC)	Fixed Fee	Total
Totals		648.0		\$ 25,551.36	\$ 34,098.29	\$ 8,700.00	\$ 2,536.39	\$ 9,016.97	\$ 79,903.01

Route
Local Agency
Section
Project
Job No.

Illini Drive
Village of Carol Stream

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

Development of Project Hourly Rates (IDOT Method)

Item	2013 Actual Rate	2014 Projected @ 3.0% Increase	2015 Projected @ 3.0% Increase	2016 Projected @ 3.0% Increase	2017 Projected @ 3.0% Increase	2018 Projected @ 3.0% Increase
Average Hourly Rate as a Percent of 2010 Rate	100.0%	103.0%	106.1%	109.3%	112.6%	115.9%
Estimated Months of Contract in Given Year	3	0	0	0	0	0
% of Project Duration	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Extension	1.000	0.000	0.000	0.000	0.000	0.000
Weighted Project Hourly Rate Multiplier	Note: Salary Adjustments are applied on January 1 of Each Year					1.0000

Project Duration: October 1, 2013 to December 31, 2013 = months

Allowed Percentage Escalation 1.030

EXHIBIT A - PHASE I ENGINEERING SERVICES

In-House Direct Costs (IHDC)

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

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

ITEM	UNITS	UNIT COST	TASK 1		TASK 2		TASK 3		TASK 4	
			Project Coordination and Data Collection		Field Survey / Inspection		Preliminary Design Study / Report		Coordination & Public Relations	
			QUANT.	TOTAL COST	QUANT.	TOTAL COST	QUANT.	TOTAL COST	QUANT.	TOTAL COST
DIRECT COSTS										
Postage & Shipping (UPS, Fed-Ex)	UNIT	\$1.00		\$0.00		\$0.00		\$0.00	50	\$50.00
Travel Mileage	DAY	\$45.00		\$0.00		\$0.00		\$0.00		\$0.00
Travel Mileage	MILE	\$0.56	20	\$11.20	250	\$140.00		\$0.00		\$0.00
24 x 36 BW Bond Sheets	SHEET	\$0.66		\$0.00	4	\$2.64		\$0.00		\$0.00
24 x 36 Color Bond Sheets	SHEET	\$21.00		\$0.00		\$0.00		\$0.00		\$0.00
24 x 36 Mylar Plots	SHEET	\$13.50		\$0.00		\$0.00	4	\$54.00		\$0.00
24 x 36 Display Boards	EACH	\$33.00		\$0.00		\$0.00		\$0.00	1	\$33.00
11 x 17 BW Photocopies	SHEET	\$0.20		\$0.00		\$0.00	4	\$0.80	5	\$1.00
11 x 17 Color Photocopies	SHEET	\$2.25		\$0.00		\$0.00		\$0.00		\$0.00
8 1/2 x 11 BW Photocopies	SHEET	\$0.15		\$0.00		\$0.00		\$0.00	25	\$3.75
8 1/2 x 11 Color Photocopies	SHEET	\$1.25		\$0.00		\$0.00		\$0.00		\$0.00
Small Report Binding	EACH	\$40.00		\$0.00		\$0.00	6	\$240.00		\$0.00
Medium Report Binding	EACH	\$75.00		\$0.00		\$0.00		\$0.00		\$0.00
Large Report Binding	EACH	\$100.00		\$0.00		\$0.00		\$0.00		\$0.00
Public Notice (News Paper)	UNIT	\$350.00		\$0.00		\$0.00		\$0.00		\$0.00
Survey Equipment (Per Week)	UNIT	\$700.00		\$0.00		\$0.00		\$0.00		\$0.00
Specialty Equipment	UNIT	\$1.00		\$0.00		\$0.00		\$0.00		\$0.00
Permit Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00		\$0.00
Plan/Inspection Review Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00		\$0.00
Recording Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00		\$0.00
Title Commitments	EACH	\$500.00		\$0.00		\$0.00	4	\$2,000.00		\$0.00
Phase I Archeological Survey	UNIT	\$1.00		\$0.00		\$0.00		\$0.00		\$0.00
Special Waste Radius Report	UNIT	\$1.00		\$0.00		\$0.00		\$0.00		\$0.00
Sub-Totals				\$11.20		\$142.64		\$2,294.80		\$87.75
Totals		\$2,536.39								

September 6, 2013



TESTING SERVICE CORPORATION

Corporate Office

360 South Main Place, Carol Stream, IL 60188-2404
630.462.2600 • Fax 630.653.2988

Mr. Andy Underwager
Wills Burke Kelsey Associates, Ltd.
116 West Main Street Suite 201
St. Charles, IL 60174-1854

RE: P.N. 51,573
Geotechnical Exploration
Bridge Replacement
Illini Drive over Klein Creek
Carol Stream, IL

Dear Mr. Underwager:

Testing Service Corporation (TSC) is pleased to submit this proposal to provide Geotechnical Engineering Services for the above captioned project. It responds to your email dated September 4, 2013. The objectives of the Geotechnical Study are to explore soil conditions and provide recommendations for foundation and pavement design in connection with the proposed replacement bridge.

Boring Program:

We are proposing to drill three (3) soil borings and perform two (2) pavement cores as part of our Geotechnical Exploration. One (1) boring will be extended to a depth of 65 feet. One (1) boring will be extended to a depth of 25 feet. One (1) boring will be extended to a depth of between 5 and 10 feet and will be performed by hand auger methods.

The cores will be taken using a 4-inch diameter core barrel. Auger samples will also be obtained of underlying base course/subbase materials. A split-spoon will then be taken of the upper subgrade to a depth of approximately three feet below the top of pavement. The core holes will be patched upon completion using a cold mix asphalt or non-shrink concrete grout.

For the purposes of this proposal we have assumed that the boring locations will be accessible to conventional drilling equipment. No provisions have been made for tree/brush clearing or other obstruction removal should borehole access be impeded. No borings are planned inside of existing structures.

TSC will utilize personnel trained in layout procedures to stake the borings in the field. Ground surface elevations for each borehole will be determined by level survey methods (benchmark to be provided). Utility clearance for the borings will be obtained by contacting JULIE (Joint Utility Locating Information for Excavators); secondary and private underground utility lines will have to be marked by the property owner or their agents.

Soil samples will be obtained by split-spoon or thin-walled tube methods. Sampling will be performed at 2½-foot intervals for the first 30 feet and not exceed 5-foot intervals below this level. Representative portions of samples will be sealed, packaged and transported to our laboratory. Groundwater observations will also be made during and following completion of drilling operations.

Laboratory Testing:

Samples obtained from the borings will be examined by experienced laboratory personnel in order to verify field descriptions as well as to visually classify in accordance with the Unified Soil Classification System.

Providing a Full Range of Geotechnical Engineering, Environmental Services, and Construction Materials Engineering & Testing

Laboratory testing will include moisture content and dry unit weight determinations as well as measurements of unconfined compressive strength by direct or indirect methods, as appropriate. Other tests deemed to be necessary by TSC's Project Engineer may also be recommended for your approval.

Engineering Report:

Upon completion of sampling and testing, you will receive an engineering report summarizing field and laboratory test data, including a boring location plan and computer generated boring logs. The report will address anticipated soil and groundwater conditions impacting site development, based upon the information obtained from the borings. It will also provide recommendations to guide design and specification preparation pertaining to geotechnical issues relevant to the structure or purpose described in this proposal. These may include the following:

- General earthwork and construction considerations.
- Remedial work and/or treatment of unstable or unsuitable soil types.
- Fill placement and compaction for foundations and pavements.
- Foundation type, capacity and depth/elevation.
- Protective measures required for frost action.

Environmental Soil Sampling and Analytical Laboratory Analyses for LPC-663

The objectives of the Study are to determine whether the associated laboratory analysis provide a basis for TSC to sign IEPA Form LPC-663, Uncontaminated Soil Certification by Licensed Professional Engineer.

Uncontaminated soil including uncontaminated soil mixed with clean construction or demolition debris (CCDD) accepted at a CCDD fill operation must be certified to be uncontaminated soil in accordance with Section 22.51(f)(2)(B) of the Environmental Protection Act [415 ILCS 5/22.51(f)(2)(B)]. Uncontaminated soil accepted at an uncontaminated soil fill operation (USFO) must be certified to be uncontaminated soil in accordance with Section 22.51a(d)(2)(B) of the Environmental Protection Act [415 ILCS 5/22.51a(d)(2)(B)]. These certifications must be made by a licensed professional engineer or geologist (PE/PG) using the attached Form LPC-663 when the soil is removed from a site.

Soil samples are to be collected from zones to be excavated as part of the proposed site improvements. Immediately upon removing the soil from the sampler, a representative portion will be placed in a clean glass sample jar and kept cool for possible analytical testing. A second portion will be broken up to maximize surface area and placed in a separate clean jar which is covered with an aluminum foil liner. A headspace analysis will be performed on these second samples, i.e. a photo-ionization detector (PID) used to check for the presence of volatile organic vapors.

Soil samples will be selected for analytical testing based on the headspace analysis and geologist's professional judgement. They will most likely consist of shallow and deep samples. The soil samples selected for analysis will be placed in laboratory supplied jars or vials and properly preserved in a cooler on ice. They will be shipped to an analytical laboratory following standard chain-of-custody procedures.

Two (2) samples will be analyzed for volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), Total RCRA Metals and pH. This list incorporates the analytical parameters which

is acceptable to some, although not all, local CCDD/USFO facilities. The results will be compared to Maximum Allowable Concentrations of Chemical Constituents in Uncontaminated Soil Used as Fill Material At Regulated Fill Operations as presented in 35 IAC 1100.Subpart F. If analysis of all chemical constituent included on the MAC list is desired, the analysis of additional TAL Metals, Pesticides, Herbicides, Chloride, Nitrate, Cyanide, Fluoride and Sulfate may be performed at additional costs as noted in our Cost Estimate.

A summary report will be prepared which describes the sampling procedures followed and presents results of the analytical laboratory testing. If all analytical results meet their respective MACs, Form LPC-663 will be filled out and signed by a Licensed Professional Engineer or Geologist. The report will be included as an attachment to it.

Please note that our signing of Form LPC-663 is contingent upon all constituents meeting their respective MACs. If any constituent exceeds the MACs, the Licensed Professional Engineer or Geologist will not be able to certify the soil as uncontaminated.

It should be noted that if one or more total metals concentrations exceed their respective MAC, addition analysis of the TCLP or SPLP extract may be performed for those metals. In accordance with 35IAC1100.610(b)(3)©, as an alternative to the MAC value, compliance verification may be determined by comparing soil sample extraction results by TCLP or SPLP to the respective TACO Class 1 Soil Component of the Groundwater Ingestion Exposure Route Objective in 35IAC742 Appendix B, Table A. TSC will recommend this additional analysis be performed if all other parameters with the exception of the metal(s) meet the MACs.

If the analytical results exceed the MACs or TACO Objective which prevent certification of the soil as uncontaminated, additional analysis may be required in connection with disposal of the soil at a Subtitle D landfill, at additional cost for consulting, analytical testing and completion of the waste profile.

Fees and Scope:

In accordance with the Cost Estimate attached, TSC is proposing a not-to-exceed budget amount of Eight Thousand Seven Hundred Dollars (\$8,700.00) to provide the Geotechnical Exploration outlined above. Our proposal is based on the understanding that: the boring locations are accessible to a conventional truck or All-Terrain Vehicle (ATV) mounted drill; none of the borings will be located in standing water; and that the work can be performed during standard business hours. Our fee is further subject to this proposal being accepted by you on or before November 30, 2013.

Should the study reveal unexpected subsurface conditions requiring a change in scope, you will be contacted before we proceed with further work. Our invoice would then be based on the unit rates given in the attached Cost Estimate or as otherwise agreed upon. Please note that our quoted fee does not include plan review as well as excavation, fill, earthwork, footing or foundation observations during construction phases of the project. The project budget should include provision for these services. Consultation, preconstruction meetings or other professional services subsequent to delivery of TSC's report are additional services that will be covered by separate invoice.

Closure:

The geotechnical services being performed are subject to TSC's attached General Conditions. Unless stated otherwise, TSC fees include all state and federal taxes and permits that may be required. However, they do not include any license, permit or bond fees that local governments may impose. The local fees, if any, will be added to the invoice. Unless we receive written instructions to the contrary, invoices will be sent to:

Mr. Andy Underwager
Wills Burke Kelsey Associates, Ltd.
116 West Main Street Suite 201
St. Charles, IL 60174-1854
email: aunderwager@wbkengineering.com

If this proposal meets with your approval, please indicate your acceptance by signing one copy and returning it to our Carol Stream, Illinois office. When also completing the attached Project Data form, kindly indicate who is to receive copies of TSC's report and other related information.

Your consideration of our proposal is appreciated. We look forward to being of service to you on this project.

Respectfully submitted,

TESTING SERVICE CORPORATION



Michael V. Machalinski, P.E.
Vice President

Prepared by,



Michael D. Billings
Director of Business Development

MVM:MDB:kw

Enc: Cost Estimate
General Conditions
Project Data Sheet
LPC-663

Approved and accepted for _____ by:

(NAME)

(TITLE)

(DATE)

COST ESTIMATE
Bridge Replacement
Illini Drive over Klein Creek
Carol Stream, IL
TSC P.N. 51,573

ITEM	UNITS	QTY	RATE	COST	
STAKING AND UTILITY CLEARANCE					
1.1	Layout Person to Mark Boring Locations and/or Arrange for Clearance of Underground Utilities	Hour	2.0	110.00	\$ 220.00
DRILLING AND SAMPLING					
	DRILL RIG WITH 2-MAN CREW (Portal to Portal)				
2.1	Regular Time (Up to 8.0 Hours per Day)	Hour	8.0	340.00	\$ 2,720.00
2.2	Overtime (Over 8.0 Hours or Saturday)	Hour	2.0	390.00	\$ 780.00
OBTAIN PAVEMENT CORES Includes coring with 4 inch diameter barrel, retrieving all pavement materials to maximum depth of 18 inches, taking auger samples of base course/subbase materials and split-spoons of upper subgrade.					
3.1	Core Van and One-Man Crew (Regular Time Portal to Portal)	Hour	4.0	150.00	\$ 600.00
3.2	Bit Wear - Per Inch of Asphalt Pavement	Inch	16.0	2.50	\$ 40.00
3.3	Patch Holes with Cold Patch Asphalt or Non-Shrink Grout	Each	2	10.00	\$ 20.00
3.4	Materials Technician to Measure and Describe Core Sample in Laboratory	Each	2	15.00	\$ 30.00
LABORATORY TESTING					
4.1	Examine Samples to Describe by Textural System and Classify Using the Unified Soil Classification System	Each	33	4.00	\$ 132.00
4.2	Water Content Determination (Includes Pocket Penetrometer Reading on Cohesive Samples)	Each	30	7.00	\$ 210.00
4.3	Unconfined Compressive or Torvane Shear Strength of Cohesive Soils	Each	10	14.00	\$ 140.00
4.4	Dry Unit Weight Determination	Each	2	7.00	\$ 14.00
4.5	Atterberg Limit Determination	Each	2	100.00	\$ 200.00
4.6	Sieve Analysis with #200 Wash	Each	0	90.00	\$ 0.00
4.7	Sieve Analysis with Hydrometer	Each	2	130.00	\$ 260.00
4.8	Visual Classification and Water Content/Dry Unit Weight Determination of Core Subgrade Sample (CORES)	Each	2	12.00	\$ 24.00

ITEM	UNITS	QTY	RATE	COST	
LPC 663 ANALYTICAL TESTING AND REPORTING					
5.1	VOCs, SVOCs,, total RCRA metals and pH @ Standard 5 to 7 Business Day Turnaround	Each	2	634.00	\$ 1,268.00
5.2	TCLP/SPLP Analysis of Metals which exceed MACs, if required. (Cost dependent on specific metals analyzed)	Each	0	\$100 Extraction + \$18/metal	\$ 0.00
5.3	Analytical testing for TAL metals not included in RCRA list, pesticides, herbicides, chloride, nitrate, cyanide, fluoride, and sulfate, required at some CCDD/USFO facilities @ Standard 5 to 7 Business Day Turnaround	Each	0	868.00	\$ 0.00
5.4	Environmental Personnel to Screen & Prepare Samples	Each	2	120.00	\$ 240.00
5.5	Use of Photoionization Detector	Day	0.5	100.00	\$ 50.00
5.6	Environmental Data Review, Project Management, Prepare Summary Report with Form LPC-663 signed by PE if uncontaminated	Lump Sum	1	500.00	\$ 500.00
5.7	Surcharge for Environmental Sampling	Hour	1	320.00	\$ 320.00
ENGINEERING SERVICES					
6.1	Prepare Geotechnical Report with Boring Logs and Location Plan	Lump Sum	1	900.00	\$ 900.00
6.2	Senior Engineer to Consult or Attend Project Meetings	Hour		160.00	\$ 0.00
ESTIMATED TOTAL:				\$ 8,668.00	
RECOMMENDED BUDGET:				\$ 8,700.00	



TESTING SERVICE CORPORATION

GENERAL CONDITIONS

Geotechnical and Construction Services

1. PARTIES AND SCOPE OF WORK: If Client is ordering the services on behalf of another, Client represents and warrants that Client is the duly authorized agent of said party for the purpose of ordering and directing said services, and in such case the term "Client" shall also include the principal for whom the services are being performed. Prices quoted and charged by TSC for its services are predicated on the conditions and the allocations of risks and obligations expressed in these General Conditions. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by Client are adequate and sufficient for Client's intended purpose. Unless otherwise expressly assumed in writing, TSC's services are provided exclusively for Client. TSC shall have no duty or obligation other than those duties and obligations expressly set forth in this Agreement. TSC shall have no duty to any third party. Client shall communicate these General Conditions to each and every party to whom the Client transmits any report prepared by TSC. Ordering services from TSC shall constitute acceptance of TSC's proposal and these General Conditions.

2. SCHEDULING OF SERVICES: The services set forth in this Agreement will be accomplished in a timely and workmanlike manner. If TSC is required to delay any part of its services to accommodate the requests or requirements of Client, regulatory agencies, or third parties, or due to any cause beyond its reasonable control, Client agrees to pay such additional charges, if any, as may be applicable.

3. ACCESS TO SITE: TSC shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as a result of its services or the use of its equipment; however, TSC has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires TSC to restore the site to its former condition, TSC will, upon written request, perform such additional work as is necessary to do so and Client agrees to pay to TSC the cost thereof plus TSC's normal markup for overhead and profit.

4. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that Client has advised TSC of any known or suspected hazardous materials, utility lines and underground structures at any site at which TSC is to perform services under this agreement.

5. DISCOVERY OF POLLUTANTS: TSC's services shall not include investigation for hazardous materials as defined by the Resource Conservation Recovery Act, 42 U.S.C. § 6901, et seq., as amended ("RCRA") or by any state or Federal statute or regulation. In the event that hazardous materials are discovered and identified by TSC, TSC's sole duty shall be to notify Client.

6. MONITORING: If this Agreement includes testing construction materials or observing any aspect of construction of improvements, Client's construction personnel will verify that the pad is properly located and sized to meet Client's projected building loads. Client shall cause all tests and inspections of the site, materials and work to be timely and properly performed in accordance with the plans, specifications, contract documents, and TSC's recommendations. No claims for loss, damage or injury shall be brought against TSC unless all tests and inspections have been so performed and unless TSC's recommendations have been followed.

TSC's services shall not include determining or implementing the means, methods, techniques or procedures of work done by the contractor(s) being monitored or whose work is being tested. TSC's services shall not include the authority to accept or reject work or to in any manner supervise the work of any contractor. TSC's services or failure to perform same shall not in any way operate or excuse any contractor from the performance of its work in accordance

with its contract. "Contractor" as used herein shall include subcontractors, suppliers, architects, engineers and construction managers.

Information obtained from borings, observations and analyses of sample materials shall be reported in formats considered appropriate by TSC unless directed otherwise by Client. Such information is considered evidence, but any inference or conclusion based thereon is, necessarily, an opinion also based on engineering judgment and shall not be construed as a representation of fact. Subsurface conditions may not be uniform throughout an entire site and ground water levels may fluctuate due to climatic and other variations. Construction materials may vary from the samples taken. Unless otherwise agreed in writing, the procedures employed by TSC are not designed to detect intentional concealment or misrepresentation of facts by others.

7. DOCUMENTS AND SAMPLES: Client is granted an exclusive license to use findings and reports prepared and issued by TSC and any sub-consultants pursuant to this Agreement for the purpose set forth in TSC's proposal provided that TSC has received payment in full for its services. TSC and, if applicable, its sub-consultant, retain all copyright and ownership interests in the reports, boring logs, maps, field data, field notes, laboratory test data and similar documents, and the ownership and freedom to use all data generated by it for any purpose. Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of TSC's report.

8. TERMINATION: TSC's obligation to provide services may be terminated by either party upon (7) seven days prior written notice. In the event of termination of TSC's services, TSC shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses. The terms and conditions of these General Conditions shall survive the termination of TSC's obligation to provide services.

9. PAYMENT: Client shall be invoiced periodically for services performed. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to in writing for valid cause within sixty (60) days at the rate of twelve (12%) per annum (or the maximum interest rate permitted by applicable law, whichever is the lesser) until paid and TSC's costs of collection of such accounts, including court costs and reasonable attorney's fees.

10. WARRANTY: TSC's professional services will be performed, its findings obtained and its reports prepared in accordance with these General Conditions and with generally accepted principles and practices. In performing its professional services, TSC will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. In performing physical work in pursuit of its professional services, TSC will use that degree of care and skill ordinarily used under similar circumstances. This warranty is in lieu of all other warranties or representations, either express or implied. Statements made in TSC reports are opinions based upon engineering judgment and are not to be construed as representations of fact.

Should TSC or any of its employees be found to have been negligent in performing professional services or to have made and breached any express or implied warranty, representation or contract, Client, all parties claiming through Client and all parties claiming to have in any way relied upon TSC's services or work agree that the maximum aggregate amount of damages for which TSC, its officers, employees and agents shall be liable is limited to \$50,000 or the total amount of the fee paid to TSC for its services performed with respect to the project, whichever amount is greater.

In the event Client is unwilling or unable to limit the damages for which TSC may be liable in accordance with the provisions set forth in the preceding paragraph, upon written request of Client received within five days of Client's acceptance of TSC's proposal together with payment of an additional fee in the amount of 5% of TSC's estimated cost for its services (to be adjusted to 5% of the amount actually billed by TSC for its services on the project at time of completion), the limit on damages shall be increased to \$500,000 or the amount of TSC's fee, whichever is the greater. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the exposure to an award of greater damages.

11. INDEMNITY: Subject to the provisions set forth herein, TSC and Client hereby agree to indemnify and hold harmless each other and their respective shareholders, directors, officers, partners, employees, agents, subsidiaries and division (and each of their heirs, successors, and assigns) from any and all claims, demands, liabilities, suits, causes of action, judgments, costs and expenses, including reasonable attorneys' fees, arising, or allegedly arising, from personal injury, including death, property damage, including loss of use thereof, due in any manner to the negligence of either of them or their agents or employees or independent contractors. In the event both TSC and Client are found to be negligent or at fault, then any liability shall be apportioned between them pursuant to their pro rata share of negligence or fault. TSC and Client further agree that their liability to any third party shall, to the extent permitted by law, be several and not joint. The liability of TSC under this provision shall not exceed the policy limits of insurance carried by TSC. Neither TSC nor Client shall be bound under this indemnity agreement to liability determined in a proceeding in which it did not participate represented by its own independent counsel. The indemnities provided hereunder shall not terminate upon the termination or expiration of this Agreement, but may be modified to the extent of any waiver of subrogation agreed to by TSC and paid for by Client.

12. SUBPOENAS: TSC's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay TSC pursuant to TSC's then current fee schedule for any TSC employee(s) subpoenaed by any party as an occurrence witness as a result of TSC's services.

13. OTHER AGREEMENTS: TSC shall not be bound by any provision or agreement (i) requiring or providing for arbitration of disputes or controversies arising out of this Agreement or its performance, (ii) wherein TSC waives any rights to a mechanics lien or surety bond claim; (iii) that conditions TSC's right to receive payment for its services upon payment to Client by any third party or (iv) that requires TSC to indemnify any party beyond its own negligence. These General Conditions are notice, where required, that TSC shall file a lien whenever necessary to collect past due amounts. This Agreement contains the entire understanding between the parties. Unless expressly accepted by TSC in writing prior to delivery of TSC's services, Client shall not add any conditions or impose conditions which are in conflict with those contained herein, and no such additional or conflicting terms shall be binding upon TSC. The unenforceability or invalidity of any provision or provisions shall not render any other provision or provisions unenforceable or invalid. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. In the event of a dispute arising out of or relating to the performance of this Agreement, the breach thereof or TSC's services, the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to filing any demand for arbitration, or any petition or complaint with any court. Paragraph headings are for convenience only and shall not be construed as limiting the meaning of the provisions contained in these General Conditions.



TESTING SERVICE CORPORATION

General Information:

Project Name: _____
 Project Address: _____
 City / State / Zip: _____
 Project Manager: _____
 E-Mail: _____
 Telephone: _____
 Fax: _____
 Site Contact: _____
 E-Mail: _____
 Telephone: _____
 Fax: _____

Send Invoice To:

Purchase Order Number: _____
 Attention: _____
 Company: _____
 Address: _____
 City / State / Zip: _____
 E-Mail: _____
 Telephone: _____
 Fax: _____

Important Notes:

Completed By:

Signature: _____
 Name: _____
 Date: _____

Distribute Reports as Follows:

Name: _____
 Company: _____
 Address: _____
 City / State / Zip: _____
 E-Mail: _____
 Telephone: _____
 Fax: _____
 Name: _____
 Company: _____
 Address: _____
 City / State / Zip: _____
 E-Mail: _____
 Telephone: _____
 Fax: _____
 Name: _____
 Company: _____
 Address: _____
 City / State / Zip: _____
 E-Mail: _____
 Telephone: _____
 Fax: _____

Village Of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: William N. Cleveland, Assistant Village Engineer *WB*
DATE: October 1, 2013
RE: **Award of Contract - 2013 Crackfilling Contract**

On October 1st at 11:00 a.m. Engineering Staff opened bids for the referenced project. The following bids were read aloud:

SKC Construction, Inc., West Dundee, IL	\$ 118,500.00
Engineer's Estimate and Budget	\$ 123,000.00

It is apparent that out of state contractors are no longer bidding due to the "Employment of Illinois Workers on Public Works Act". This law requires that in times of high unemployment (over 5%) public works projects using State of Illinois funding must use 90% Illinois labor. The latest figure for the Illinois unemployment rate is at 9.1%. Last year's low bidder from Michigan cannot meet this requirement.

The only bid received was under the budget and the Engineer's Estimate of \$123,000.00 by \$4,500 (3.6%).

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

Attachments (Bid Tabs)

cc: James T. Knudsen, Director of Engineering Services
Jon Batek, Finance Director
Phil Modaff, Director of Public Works

**Bid Tabulation
2013 Crackfilling
Bid Opened
10/1/13**

Item #	ITEM	UNIT	QTY	Village of Carol Stream Engineering Dept.		SKC Construction, Inc. Des Plaines, IL	
				UNIT COST	AMOUNT	UNIT COST	AMOUNT
1	Fiber - Asphalt	LB	70,000	\$1.70	\$119,000.00	\$1.65	\$115,500.00
2	Fine Aggregate (FA-6)	TON	20	\$50.00	\$1,000.00	\$40.00	\$800.00
3	Traffic Control and Protection	LS	1	\$3,000.00	\$3,000.00	\$2,200.00	\$2,200.00
	Total Estimate Maintenance Cost				\$123,000.00		\$118,500.00

Village of Carol Stream
Interdepartmental Memo

AGENDA ITEM
H-5 10-7-13

To: Village Manager Joe Breinig

From: Chief Kevin Orr 

Date: October 1, 2013

Re: The police department requests Village Board approval of a renewal agreement with Redflex Traffic Systems for the continuation of red light photo enforcement.

The current contract with Redflex Traffic Systems for red light photo enforcement expires on December 10, 2013. Attached is a renewal agreement from Redflex, which Village Attorney James Rhodes has reviewed.

The term of the agreement is from December 10, 2013 to December 10, 2018. The agreement also provides for automatic renewal for up to two additional consecutive two year time periods.

The agreement provides an equipment upgrade of four high-definition cameras at North and Gary Avenues at no additional cost to the Village. The fixed monthly fee per approach will be \$4,450 per month (currently \$4,717 per month), totally \$22,250 for the five approaches we currently have. The approaches include the eastbound through lanes of North Avenue at Gary Avenue, eastbound left turn lanes of North Avenue at Gary Avenue, the westbound through lanes of North Avenue at Gary Avenue, westbound left turn lanes of North Avenue at Gary Avenue. The last approach is the eastbound through and left turn lane of North Avenue at Kuhn Road.

The notice and processing fee for each violation that is printed and mailed will remain at the current rate of \$5.15. There will be no CPI increases to either fee for the term of the agreement.

The agreement also provides for Redflex to submit delinquent notices of final liability to the Illinois Comptroller's Debt Recovery Program on the Village's behalf. Redflex will perform all research and processing associated with the registered owner of the vehicle.

The fee for this automated service will be \$12.50 per submission, with no CPI increase for the term of the agreement.

The red light photo enforcement system went live in December 2008. Since December 2008 through September 1, 2013, 44,703 violations have been captured. Of these, we approved 16,969 for violation notices or 38% of total violations captured.

Traffic crash analysis for 2010 and 2011 show an overall reduction in crashes of 27% at the two intersections with cameras. Injury and rear-end crashes have also been reduced by 27.3% and 27.7% at the locations. Statistics for 2012 are not yet available.

Overall, we have been pleased with the results of the photo enforcement system and the service we have received from Redflex.

I recommend the Board approve the renewal agreement with Redflex Traffic Systems.

**RENEWAL AGREEMENT
BETWEEN
THE VILLAGE OF CAROL STREAM
AND
REDFLEX TRAFFIC SYSTEMS, INC.
FOR
PHOTO RED LIGHT ENFORCEMENT PROGRAM**

This Amendment (the "Amendment") to the December 21, 2007 Agreements for Photo Red Light Enforcement Program and Violation Processing (the "Agreements") is made as of the _____ day of _____, 2013 ("Effective Date") between Redflex Traffic System, Inc., a Delaware Corporation, with offices at 23751 N. 23rd Avenue, Phoenix, Arizona 85085 ("Redflex") and The Village of Carol Stream, an Illinois municipal corporation with offices at 500 N. Gary Avenue, Carol Stream, IL 60188 (the "Village"). Redflex and the Village are individually referred to as a "Party" and collectively referred to as the "Parties".

AMENDED TERMS AND CONDITIONS

The Village and Redflex agree as follows:

1. "TERM"

The Term of the Agreements is extended until December 10, 2018.

The Term of the Amendment shall renew automatically for up to two (2) additional consecutive two (2) year time periods (each a "Renewal Term"). The Village may exercise the right not to renew for any Renewal Term only by providing written notice to Redflex not less than forty-five (45) calendar days prior to the last day of the Term or Renewal Term.

2. EQUIPMENT UPGRADE

Upon execution of the Amendment, Redflex will install a total of 4 (four) high-definition (HD) cameras at the two approaches at North Ave. and Gary Ave.

3. ROAD REPAIRS AND CONSTRUCTION PROJECTS

The Term and Invoicing of an installed camera shall be temporarily suspended as a result of any road repairs, street improvements or stop work orders that interrupt, impede, obstruct or interfere with the successful performance of an installed camera for a period of fourteen (14) or more consecutive calendar days.

4. COMPENSATION & PRICING

Fixed Monthly Fee

- \$4,450 per month per approach and

Notice Processing Fee

- \$5.15 for each first notice of violation printed and mailed

There will be no CPI increase during the Term or any Renewal Term of this Amendment for either the monthly flat fee or the notice processing fee.

In the event that any approach is required to be removed as provided in the Illinois Vehicle Code 625 IL CS 5/11-208.6, there shall be no further fees due for that approach.

5. ILLINOIS DEBT RECOVERY PROGRAM

- a. Redflex agrees to process and submit delinquent notices of final liability to the Illinois Comptroller's Debt Recovery Program on behalf of the Village.
- b. Redflex will send a final warning notice to the registered owner that has failed either to request a hearing or pay the violation notice within 90 days of the violation notice mailing.
- c. Redflex will process selected delinquent notices through a national data base system to attach identifying information concerning the registered owner of the offending vehicle prior to submission to the Illinois Comptroller's Office.
- d. The automated data files will be sent to the Illinois Comptroller's Office in the format required by the Illinois Comptroller's Office.
- e. Additional data files will be processed and submitted when the delinquent notices become eligible.
- f. The fee for this automated service will be \$12.50 per submission. There will be no CPI increase of this amount during the Term or any Renewal Term of this Amendment.
- g. Redflex will invoice the initial submission separately and not require payment of the invoice until the Village has received from the Illinois Comptroller's Office payments on delinquent accounts equal to two times the invoice total.
- g. The Village agrees to share payment information with Redflex in order to reconcile the payments and status of the notices and to allow for an accounting.
- h. Upon Customer's request, Redflex shall assist Customer in the preparation of reports that Customer is required to prepare to comply with the Illinois Vehicle Code 625 IL CS 5/11-208.6.

6. NOTICES

Notices sent to the Customer under the Agreements shall be provided to:

Village of Carol Stream
500 N. Gary Avenue
Carol Stream, Illinois 60188

Attention: Chief Kevin Orr
Facsimile: (630) 871-6310

With a copy to:

Village Manager
Village of Carol Stream
Facsimile: (630) 665-1064

7. **Enforceability of Non-Amended Terms and Conditions.**

Except as expressly amended by this Amendment, the terms and conditions of the Agreements, including any written and signed amendments, any attachments and any exhibits, shall remain enforceable and in full force and effect.

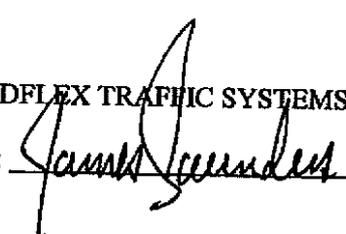
THE VILLAGE OF CAROL STREAM

By: _____

Printed Name:

Title:

REFLEX TRAFFIC SYSTEMS, INC.,

By:  _____

Printed Name: James Saunders

Title: Chief Executive Officer

ORDINANCE NO. 2013-10-__

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT TO ALLOW
AN AUTOMOBILE LAUNDRY AND A FINAL PLANNED UNIT
DEVELOPMENT PLAN IN THE B-3 SERVICE DISTRICT
(1251 N. GARY AVENUE)**

WHEREAS, Dave Dalesandro, President of Jet Brite Car Wash, Inc. hereinafter referred to as the Petitioner, has petitioned the Village of Carol Stream for a Special Use Permit to allow for the operation of an *automobile laundry* (car wash) in the B-3 Service District, as provided in Section 16-9-4(C)(2) of the Carol Stream Code of Ordinances, on proposed Lot 1 in the Windfall Plaza Subdivision, having a common address of 1251 N. Gary Avenue, and legally described in Section 3 below; and

WHEREAS, the Petitioner has also petitioned the Village of Carol Stream for approval of a Final Planned Unit Development Plan for the proposed car wash development on proposed Lot 1 in the Windfall Plaza Subdivision, as provided in Section 16-16-4 of the Carol Stream Code of Ordinances; and

WHEREAS, pursuant to Sections 16-15-8 and 16-16-4(B)(1)(a) of the Carol Stream Code of Ordinances, the Combined Plan Commission/Zoning Board of Appeals, at a regular meeting thereof, held a public hearing on the above petition on September 23, 2013, following proper legal notice of said public hearing, after which the Commission voted to recommend to the Mayor and Board of Trustees of the Village that a Special Use Permit and Final Planned Unit Development Plan be approved; and

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

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

SECTION 1:

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

1. Is deemed necessary for the public convenience at the location.
2. Will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort, or general welfare.
3. Will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.

4. Will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.

5. Will provide adequate utilities, access roads, drainage, and other important and necessary community facilities.

6. Will conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Board of Trustees.

SECTION 2:

The Mayor and Board of Trustees of the Village, after examining the Petition for a Final Planned Unit Development Plan and the Findings and Recommendations of the Combined Plan Commission/Zoning Board of Appeals, have determined and find that the requested Final Planned Unit Development Plan is in substantial compliance with the Preliminary Development Plan.

SECTION 3:

The Special Use Permit and Final Planned Unit Development Plan are hereby approved and granted, subject to the conditions set forth in Section 4, to allow for the development and operation of a car wash upon the real estate commonly known as 1251 N. Gary Avenue, Carol Stream, Illinois, and legally described as follows:

LOT 1 IN WINDFALL PLAZA SUBDIVISION, BEING A RESUBDIVISION OF LOT 1 IN STARK FARM SUBDIVISION NO. 2 BEING A SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

SECTION 4:

The approval of the Special Use Permit for a car wash and the Final Planned Unit Development Plan for the property granted in Sections 1 and 2 herein is subject to the property being developed in accordance with the attached plans, including the Final PUD Plan (Exhibit A), Landscape Plan (Exhibit B), Building Elevations (Exhibit C-1 and C-2), Signage plans (Exhibits D-1 through D-6), and renderings (Exhibits E-1 through E-6), and is also subject to the car wash being operated and the site maintained in accordance with the following conditions:

1. That all improvements, including but not limited to the building, roof elements, equipment enclosures and gates, canopies, signs and landscape materials must be built and installed in accordance with the attached plans and exhibits;
2. That all trash and recycling containers must be kept inside the trash enclosure, and that the gates to the enclosure must be closed and latched at all times, except for when trash containers are being accessed by employees or emptied by the trash collection service;
3. That the trash and vacuum equipment enclosures must be constructed out of masonry materials that match the exterior masonry materials used in the car wash

building, and the gates to the enclosure must be green metal gates to match the other green metal elements elsewhere on the site;

4. That all new rooftop mounted mechanical equipment must be fully screened by the building parapet walls, but if any equipment is visible following installation, the owner must either increase the height of the parapet wall or install equipment screens acceptable to staff;
5. That the landscape materials shall be installed as shown on the attached landscape plan, and that all materials shall be maintained in a healthy condition, with dead or dying materials being replaced in accordance with the approved plan on an annual basis;
6. That the owner agrees to install additional landscape materials, that may not currently be shown on the landscape plan, if needed to screen ground mounted mechanical or utility equipment once such equipment is installed;
7. That all existing dead or dying trees and shrubs on-site must be removed;
8. That the owner must remove the remnants of the support structure of the old sign near the northwest corner of the property;
9. That parking spaces must be striped in accordance with the Village's looped striping detail;
10. That the new parking lot lighting for the new parking lot shall comply with the Village Code requirements for foot-candle illumination;
11. That the owner or authorized agent must obtain permits for all signs, and in making an application for a permit for the ground sign, the owner or agent will need to demonstrate the relationship between the grade of the crown of Gary Avenue and the grade of the ground immediately adjacent to the ground sign ;
12. That development of the site will need to comply with the requirements of the Illinois Accessibility Code, including but not limited to the proper striping of accessible parking spaces and the provision of proper accessible routes with truncated domes on the sidewalks; and
13. That the business and property shall be operated and maintained in accordance with all applicable state, county and village codes and requirements.

SECTION 5:

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

SECTION 6:

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

PASSED AND APPROVED THIS 7th DAY OF OCTOBER, 2013.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr. Mayor

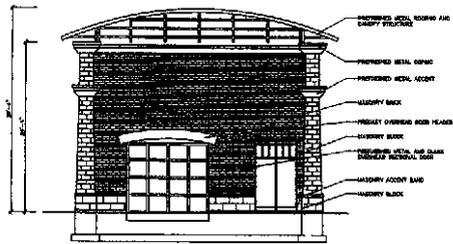
ATTEST:

Beth Melody, Village Clerk

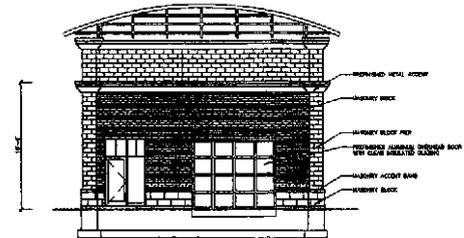
I, _____, being the owner/party in interest of the property legally described in this ordinance, do hereby accept, concur, and agree to develop and use the subject property in accordance with the terms and conditions of this Ordinance, and I understand that if I do not do so, I am subject to the penalties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

Date

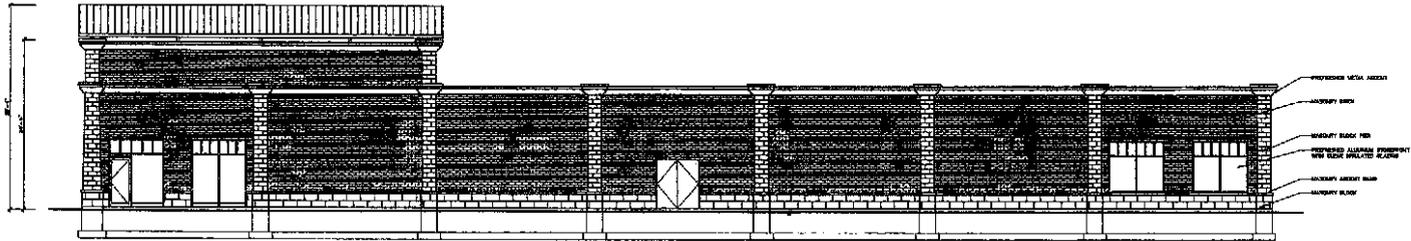
Owner/Party In Interest



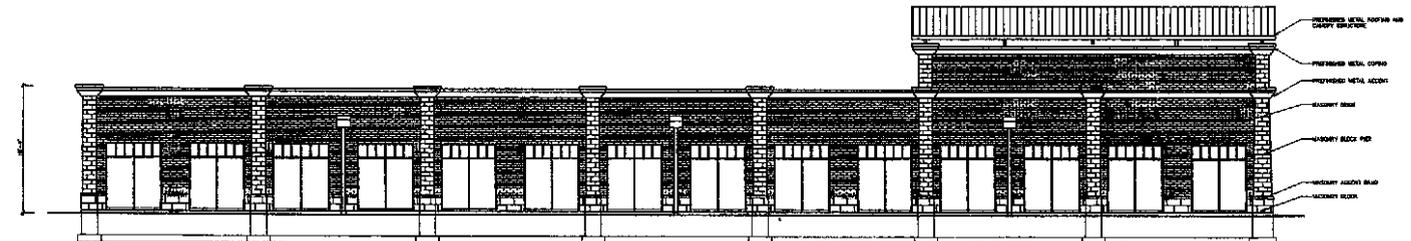
WEST ELEVATION
SCALE: 1/8" = 1'-0"



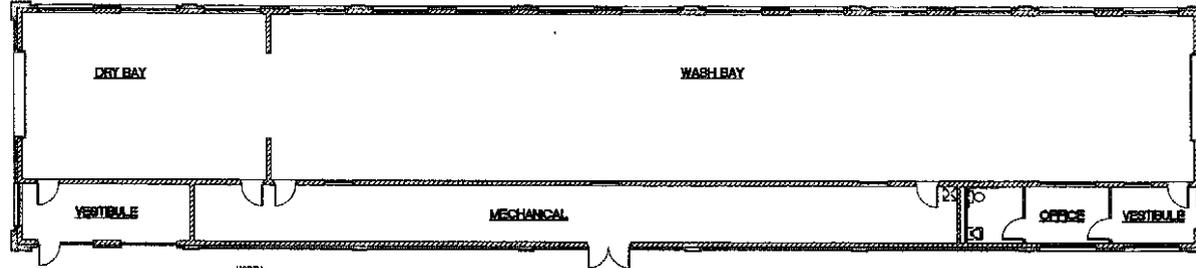
EAST ELEVATION
SCALE: 1/8" = 1'-0"



SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



NORTH ELEVATION
SCALE: 1/8" = 1'-0"



PROPOSED FLOOR PLAN
SCALE: 1/8" = 1'-0"

RECEIVED

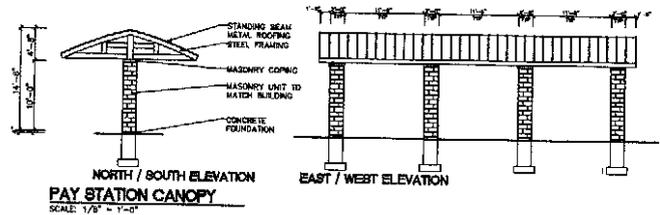
COMMUNITY DEVELOPMENT
DLP1

Exhibit C-1

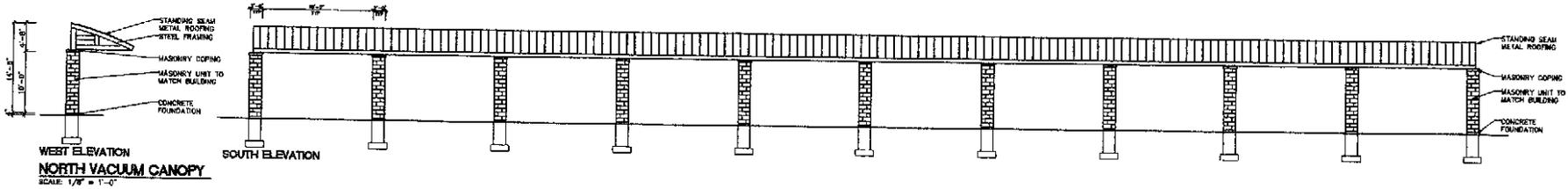
SEPTEMBER 09, 2013

arsa associates
ALAN R. SCHNEIDER ARCHITECTS P.C.
1411 WEST PETERSON AVENUE, SUITE 300
PLUM BOCK, ILLINOIS 60138
TEL: 815-886-1434 FAX: 815-886-3843

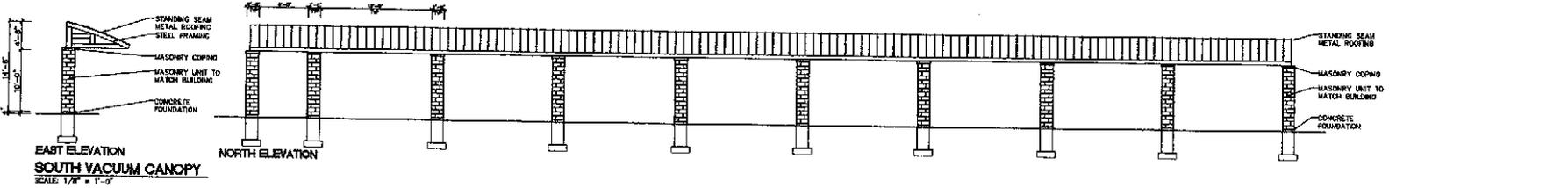
JETBRITE EXPRESS CAR WASH



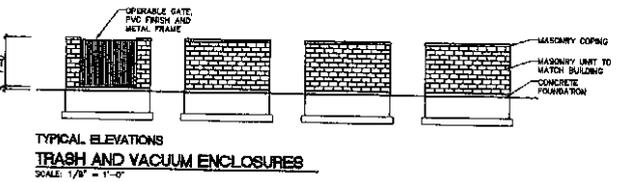
PAY STATION CANOPY
SCALE: 1/8" = 1'-0"



NORTH VACUUM CANOPY
SCALE: 1/8" = 1'-0"



SOUTH VACUUM CANOPY
SCALE: 1/8" = 1'-0"



TYPICAL ELEVATIONS TRASH AND VACUUM ENCLOSURES
SCALE: 1/8" = 1'-0"

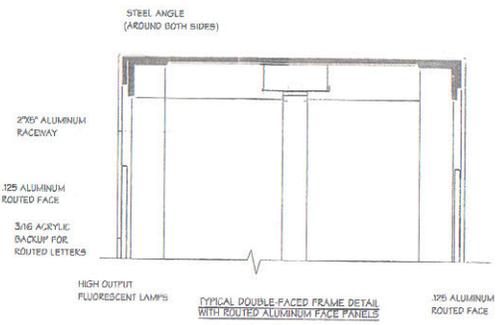
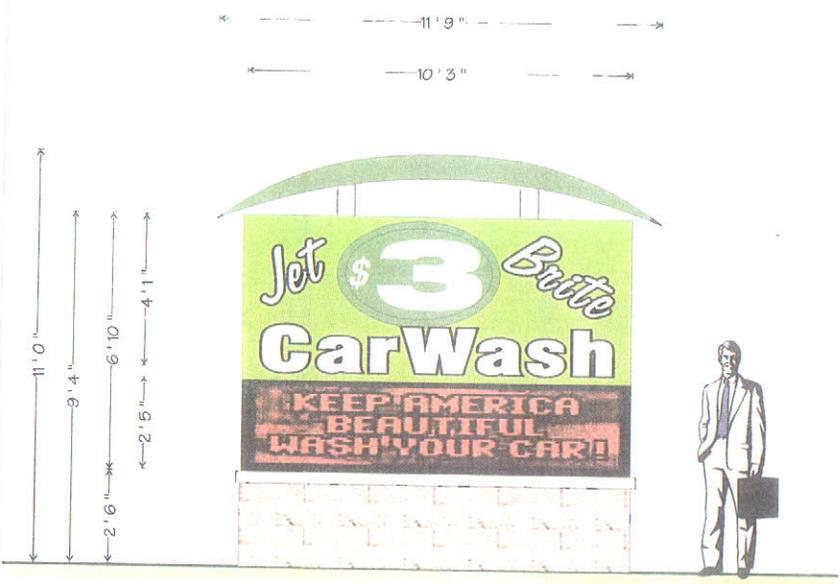
RECEIVED

COMMUNITY DEVELOPMENT
DEPT

Exhibit C-2

SEPTEMBER 09, 2013
arsa associates
ALAN R. SCHMEIDEN ARCHITECTS P.C.
1411 WEST PETERSON PARKWAY, SUITE 100
DURHAM, NORTH CAROLINA 27604
TEL: 919-488-1428 FAX: 919-488-8888

JETBRITE EXPRESS CAR WASH



EXTRA INTAKE FANS AT BOTTOM OF CABINET.

DOUBLE-FACED ILLUMINATED SIGN WITH EMC

FABRICATE AND INSTALL SIGN OF ALUMINUM AND STEEL ANGLE. FACES TO BE ALUMINUM ROUTED FOR COPY AND BACKED WITH WHITE ACRYLIC. ALL EXPOSED METAL SURFACES TO BE COATED WITH ACRYLIC POLYURETHANE. TIME-O-MATIC EMC TO DISPLAY 19MM RED LEDS IN 32 X 160 MATRIX. SEE SCHED A. INTERNAL ILLUMINATION TO BE HIGH OUTPUT FLOURESCENT LAMPS. SCALE - 3/8" = 1'

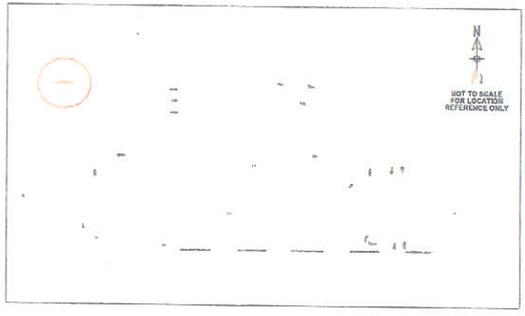
3630-76 HOLLY GREEN
LIGHT GREEN - 361??

SCHEDULE A

1. RED 19MM LED TO BE IN 32 X 160 MATRIX
2. 5" CHARACTERS TO DISPLAY APPROXIMATELY 19 PER LINE.
3. 100% SOLID-STATE MODULAR DESIGN WITH VOLTAGE REGULATOR.
4. THERMOSTATICALLY CONTROLLED COOLING FANS.
5. COMMUNICATION TO BE VIA RF MODEM.

INSTALLATION INSTRUCTIONS

SET 6" X 12" STEEL PIPE IN CONCRETE FOOTING TO DEPTH OF 4'. CONNECT TO ELECTRICAL SERVICE TO BE PROVIDED BY OTHERS PRIOR TO INSTALL. MUST HAVE SEPARATE CONTROLLED CIRCUITS FOR SIGN AND FOR EMC. ALSO, 1 1/4" CONDUIT FROM PC TO LOS WALL PRIOR TO INSTALL.



1100 Route 14
Aurora, Illinois 60504
630 898 5900 office
630 898 6091 fax

Proposed For: JET BRITE CAR WASH

Address: GARY & STARK AVE

City: 213153 State: 10 Date: 4/25/13

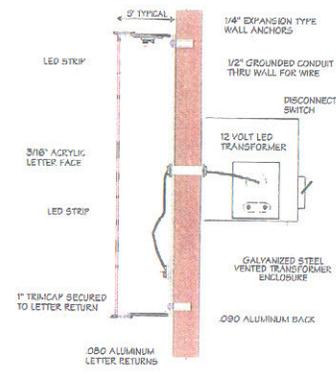
Location Name:

City/State: CAROL STREAM, IL

RECEIVED

COMMUNITY DEVELOPMENT DEPT

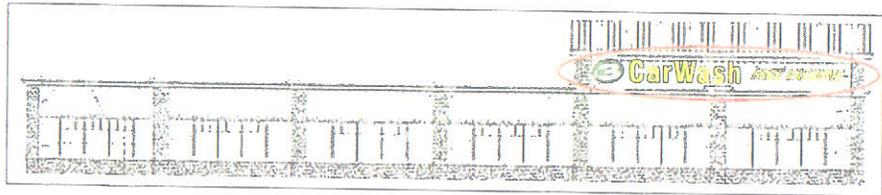
Exhibit D-1



PLASTIC FACED LED CHANNEL LETTER DETAIL
ALL LETTERS INSTALLED PER U/L REMOTE TRANSFORMER INSTALLATION INSTRUCTIONS

INDIVIDUAL ILLUMINATED LETTERS
 FABRICATE AND INSTALL LETTERS OF ALUMINUM AND ACRYLIC.
 FACES TO BE CLEAR LEXAN WITH SECOND SURFACE YELLOW VINYL. TRIMCAP TO BE BLACK.
 \$3 FACE TO BE WHITE ACRYLIC WITH COPY APPLIED FIRST SURFACE.
 ALL RETURNS TO BE PAINTED BLACK.
 ALL EXPOSED METAL SURFACES TO BE COATED WITH ACRYLIC POLYURETHANE.
 INTERNAL ILLUMINATION TO BE WHITE LEDS.
 SCALE - 3/8" = 1"

INSTALLATION INSTRUCTIONS
 CENTER COPY ON AREAS AS SHOWN ABOVE ROOFLINE.
 CONNECT TO ELECTRICAL SERVICE
 TO BE PROVIDED BY OTHERS
 PRIOR TO INSTALL.



1100 Route 14
 Aurora, Illinois 60504
 630 898 5900 office
 630 898 6091 fax

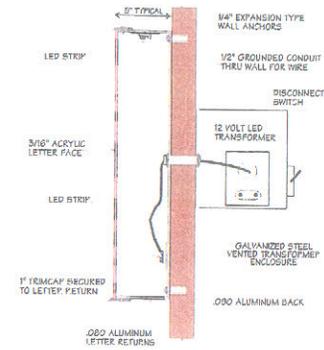
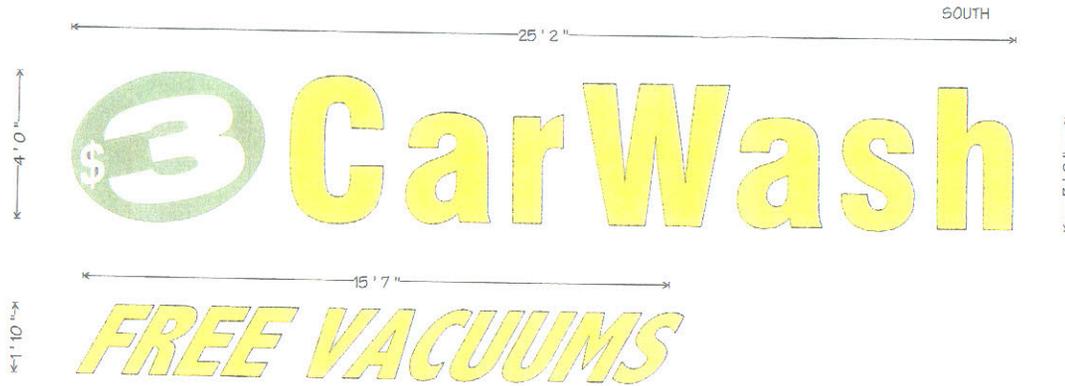
Project Name: JET BRITE CAR WASH

Address: GARY & STARK AVE
 City/State: CAROL STREAM, IL

Phone: 213153
 Sheet: 2
 Design Date: 4/25/13

RECEIVED

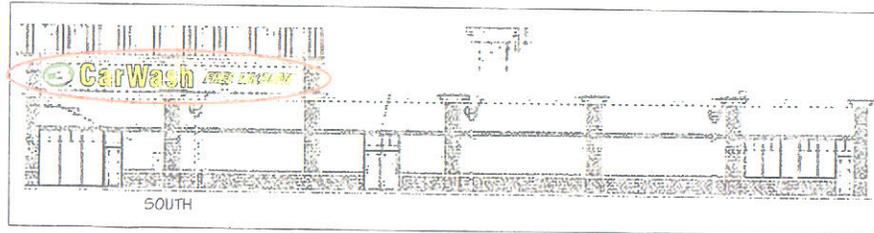
COMMUNITY DEVELOPMENT
 DEPT



PLASTIC FACED LED CHANNEL LETTER DETAIL
ALL LETTERS INSTALLED PER IUL REMOTE TRANSFORMER
INSTALLATION INSTRUCTIONS

INDIVIDUAL ILLUMINATED LETTERS
 FABRICATE AND INSTALL LETTERS OF ALUMINUM AND ACRYLIC.
 FACES TO BE CLEAR LEXAN WITH SECOND SURFACE YELLOW VINYL. TRIMCAP TO BE BLACK.
 \$3 FACE TO BE WHITE ACRYLIC WITH COPY APPLIED FIRST SURFACE.
 ALL RETURNS TO BE PAINTED BLACK
 ALL EXPOSED METAL SURFACES TO BE COATED WITH ACRYLIC POLYURETHANE.
 INTERNAL ILLUMINATION TO BE WHITE LEDS.
 SCALE - 3/8" = 1'

INSTALLATION INSTRUCTIONS
 CENTER COPY ON AREAS AS SHOWN ABOVE ROOFLINE.
 CONNECT TO ELECTRICAL SERVICE
 TO BE PROVIDED BY OTHERS
 PRIOR TO INSTALL.



1100 Route 34
 Aurora, Illinois 60504
 630.898.5900 office
 630.898.6091 fax

Project For: JET BRITE CAR WASH
 Location Name:

Address: GARY & STARK AVE
 City, State: CAROL STREAM, IL

Order: 213153 Sheet: 3 Design Date: 4/25/13

Author: Saltzman
 Checker:
 Notes:

RECEIVED

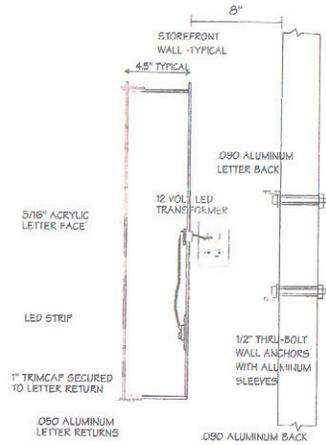
COMMUNITY DEVELOPMENT DEPT

10' 10"

4"

FREE VACUUMS

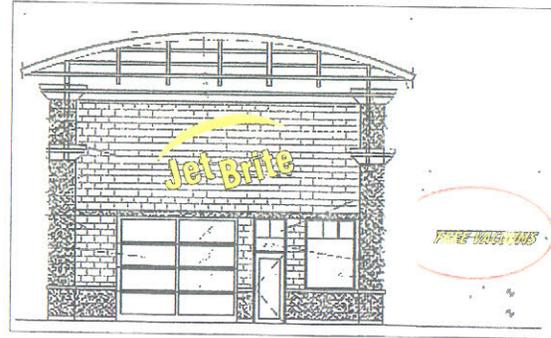
INDIVIDUAL ILLUMINATED LETTERS ON RACEWAY
 FABRICATE AND INSTALL LETTERS OF ALUMINUM AND ACRYLIC.
 FACES TO BE CLEAR LEXAN WITH SECOND SURFACE YELLOW VINYL. TRIMCAP TO BE BLACK.
 RACEWAY TO BE PAINTED TO MATCH AWNING FRAME.
 ALL RETURNS TO BE PAINTED BLACK.
 ALL EXPOSED METAL SURFACES TO BE COATED WITH ACRYLIC POLYURETHANE.
 INTERNAL ILLUMINATION TO BE WHITE LEDS
 SCALE - 3/8" = 1"



LED CHANNEL LETTER ON RACEWAY DETAIL
 ALL LETTERS INSTALLED PER UL REMOTE TRANSFORMER
 INSTALLATION INSTRUCTIONS

INSTALLATION INSTRUCTIONS

CENTER COPY ON AWNING FRAME AS SHOWN.
 ALIGN TOP OF COPY WITH TOP OF FRAME.
 CONNECT TO ELECTRICAL SERVICE
 TO BE PROVIDED BY OTHERS
 PRIOR TO INSTALL.



1100 Route 34
 Aurora, Illinois 60504
 630 898 5900 office
 630 898 6091 fax

Project Name: JET BRITE CAR WASH

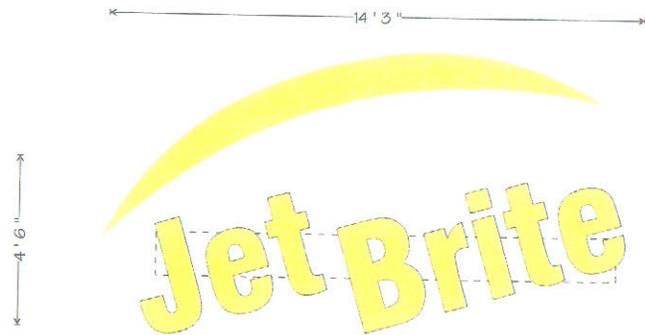
Address: GARY & STARK AVE
 City, State: CAROL STREAM, IL

Drawn: 213153 Sheet: 5 Date: 4/25/13

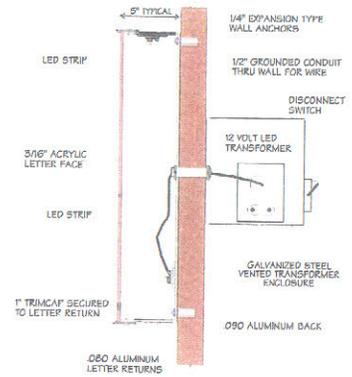
Sub owner:
 Customer:
 Sign Co.:

RECEIVED

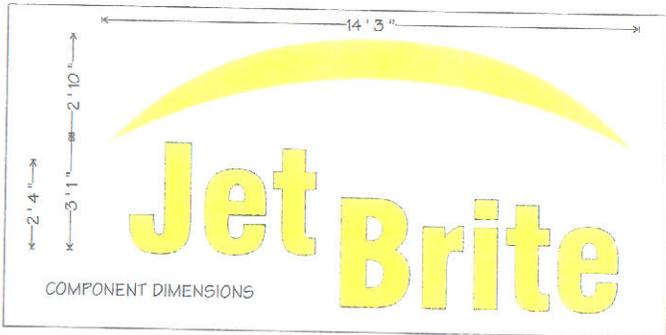
COMMUNITY DEVELOPMENT
 DEPT



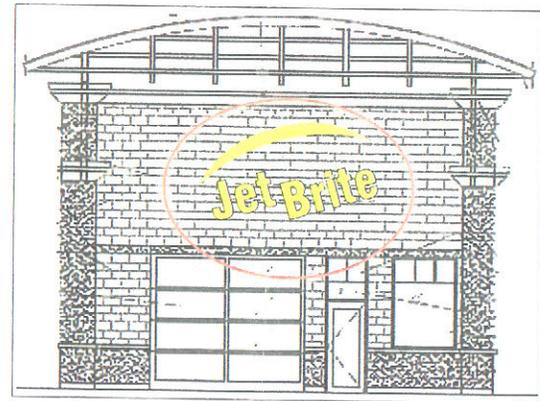
INDIVIDUAL ILLUMINATED LETTERS
 FABRICATE AND INSTALL LETTERS OF ALUMINUM AND ACRYLIC.
 FACES TO BE CLEAR LEXAN WITH SECOND SURFACE YELLOW VINYL. TRIMCAP TO BE BLACK.
 ALL RETURNS TO BE PAINTED BLACK.
 ALL EXPOSED METAL SURFACES TO BE COATED WITH ACRYLIC POLYURETHANE.
 INTERNAL ILLUMINATION TO BE WHITE LEDS.
 SCALE - 3/8" = 1'



PLASTIC FACED LED CHANNEL LETTER DETAIL
 ALL LETTERS INSTALLED PER GIL REMOTE TRANSFORMER INSTALLATION INSTRUCTIONS



INSTALLATION INSTRUCTIONS
 CENTER COPY ON FACADE AS SHOWN
 ABOVE ROOFLINE.
 CONNECT TO ELECTRICAL SERVICE
 TO BE PROVIDED BY OTHERS
 PRIOR TO INSTALL.



1100 Route 14
 Aurora, Illinois 60503
 830.898.5900 office
 830.898.6092 fax

Printed For: JET BRITE CAR WASH
 Taxation Name:

Address: GARY & STARK AVE
 City/State: CAROL STREAM, IL

Order: 213153
 Qty: 6
 Order Date: 4/25/13

Signature
 Name

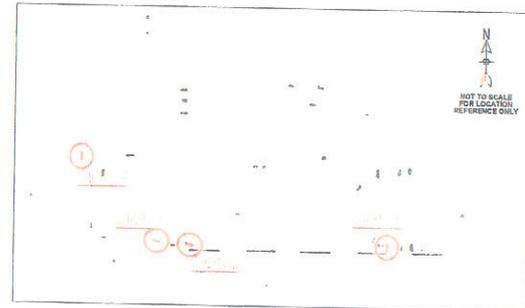
RECEIVED

COMMUNITY DEVELOPMENT
 DEPT



ILLUMINATED DIRECTIONALS - 4 TOTAL REQUIRED
 FABRICATE AND INSTALL SIGNS OF ALUMINUM AND ANGLE.
 COPY TO BE APPLIED FIRST SURFACE.
 ALL EXPOSED METAL SURFACES TO BE COATED WITH ACRYLIC POLYURETHANE.
 SCALE - 1/2" = 1'

INSTALLATION INSTRUCTIONS
 SET 3" X 7 6" STEEL PIPE IN CONCRETE FOOTING
 TO DEPTH OF 42".
 CONNECT TO ELECTRICAL SERVICE
 TO BE PROVIDED BY OTHERS PRIOR TO INSTALL.



1100 Route 14
 Aurora, Illinois 60804
 630 898 5900 office
 630 898 6091 fax

Project No: JET BRITE CAR WASH
 Invoice Name:

Address: GARY & STARK AVE
 City/State: CAROL STREAM, IL

Phone: 213153 Sheet: 7 Date Paid: 4/25/13

RECEIVED

COMMUNITY DEVELOPMENT
 DEPT

Jetbright Car Wash

Sept 10 2013

Exhibit E-1



Plate 1

1411 W Peterson Avenue, Suite 203
Park Ridge, IL 60126 • tel 847-698-4438 / fax 847-698-9889

arsa
associates
schneider architects

Jetbright Car Wash

Sept 10 2013

Exhibit E-2



Plate 2

1411 W Peterson Avenue, Suite 203
Park Ridge, IL 60126 • tel 847-698-4438 / fax 847-698-9889

arsa
associates
schneider architects

Jetbright Car Wash

Sept 10 2013

Exhibit E-3



Plate 3

1411 W. Peterson Avenue, Suite 203
Park Ridge, IL 60126 • tel 847-698-4438 / fax 847-698-9889

arsa
associaes
schneider architects

Jetbright Car Wash

Sept 10 2013

Exhibit E-4



Plate 4

1411 W. Peterson Avenue, Suite 203
Park Ridge, IL 60126 • tel 847-698-4438 / fax 847-698-9889

arsa
associaes
schneider architects

Jetbright Car Wash

Sept 10 2013

Exhibit E-5



Plate 0

1411 W. Peterson Avenue, Suite 203
Park Ridge, IL 60126 • tel 847-698-4438 / fax 847-698-9889

arsa
associates
schneider architects

Jetbright Car Wash

Sept 10 2013

Exhibit E-6



Plate 6

1411 W. Peterson Avenue, Suite 203
Park Ridge, IL 60126 • tel 847-698-4438 / fax 847-698-9889

arsa
associates
schneider architects

ORDINANCE NO. 2013-10-__

**AN ORDINANCE APPROVING SPECIAL USE PERMITS TO ALLOW AN
EQUIPMENT AND MACHINERY RENTAL OPERATION AND OUTDOOR
ACTIVITIES AND OPERATIONS IN THE I INDUSTRIAL ZONING DISTRICT
(U-STOR-IT, 120 TUBEWAY DRIVE)**

WHEREAS, Mark Riley of U-Stor-It Management, hereinafter referred to as the Petitioner, has petitioned the Village of Carol Stream for Special Use Permits to allow for the operation of an *equipment and machinery rental operation* in the form of the rental of U-Haul moving vehicles, and *outdoor activities and operations* in the form of outdoor U-Haul vehicle parking in the I Industrial District, as provided in Sections 16-10-2(B)(14) and 16-10-2(B)(24) of the Carol Stream Code of Ordinances, on the property legally described in Section 2 herein and commonly known as 120 Tubeway Drive in Carol Stream, Illinois; and

WHEREAS, pursuant to Section 16-15-8 of the Carol Stream Code of Ordinances, the Combined Plan Commission/Zoning Board of Appeals at a regular meeting thereof, held a public hearing on the above petition on September 23, 2013, following proper legal notice of said public hearing, after which the Commission voted to recommend to the Mayor and Board of Trustees of the Village that a Special Use Permits be approved; and

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

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

SECTION 1:

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

1. Is deemed necessary for the public convenience at the location.
2. Will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort, or general welfare.
3. Will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.
4. Will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.

5. Will provide adequate utilities, access roads, drainage, and other important and necessary community facilities.

6. Will conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Board of Trustees.

SECTION 2:

Special Use Permits are hereby approved and granted, subject to the conditions set forth in Section 3, to allow an *equipment and machinery rental operation and outdoor activities and operations* upon the real estate commonly known as 120 Tubeway Drive, Carol Stream, Illinois, and legally described as follows:

LOT 2 IN NARCO CAROL STREAM CENTER FOR INDUSTRIAL UNIT 4
SUBDIVISION OF PART OF THE NORTHWEST ¼ OF SECTION
5, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL
MERIDIAN, ACCORDING TO THE THEREOF RECORDED JUNE 15,
1978 AS DOCUMENT R78-35255, IN DUPAGE COUNTY, ILLINOIS.

SECTION 3:

The approval of the Special Use Permits for an *equipment and machinery rental operation and outdoor activities and operations* granted in Section 1 herein is subject to the facility generally being designed and operated in accordance with the attached site plan (Exhibit A) and the following conditions:

1. That the number of rental vehicles parked or stored on the property must not exceed seven vehicles;
2. That the rental vehicles must be parked in the seven spaces at the west end of the row of spaces along the south side of the property;
3. That damaged or inoperable rental vehicles must be removed from the property within 48 hours, and that no vehicle maintenance will take place on the property;
4. That no trailers will be leased or stored on the property;
5. That the 18 foot wide landscape island, and five, eight-foot tall evergreen trees must be installed by November 30, 2013;
6. That if a 26-foot long vehicle is parked on the property, it must be parked in the westernmost space so as not to block drive aisle;
7. That all existing and new landscape materials must be maintained in a neat and healthy condition. Dead or dying materials must be replaced with materials that are comparable in size and type on an annual basis;

8. That all signage, including any special event signage, must comply with the Village's Sign Code, including the need to obtain permits from the Community Development Department;
9. That the entire parking lot must be seal coated and properly striped, after first obtaining the required permit from the Community Development Department, prior to October 31, 2014; and
10. That the operation of the business and maintenance of the property shall comply with all applicable state, county and Village codes and requirements.

SECTION 4:

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

SECTION 5:

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

PASSED AND APPROVED THIS 7th DAY OF OCTOBER, 2013.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr. Mayor

ATTEST:

Beth Melody, Village Clerk

I, _____, being the owner/party in interest of the property legally described in this ordinance, do hereby accept, concur, and agree to

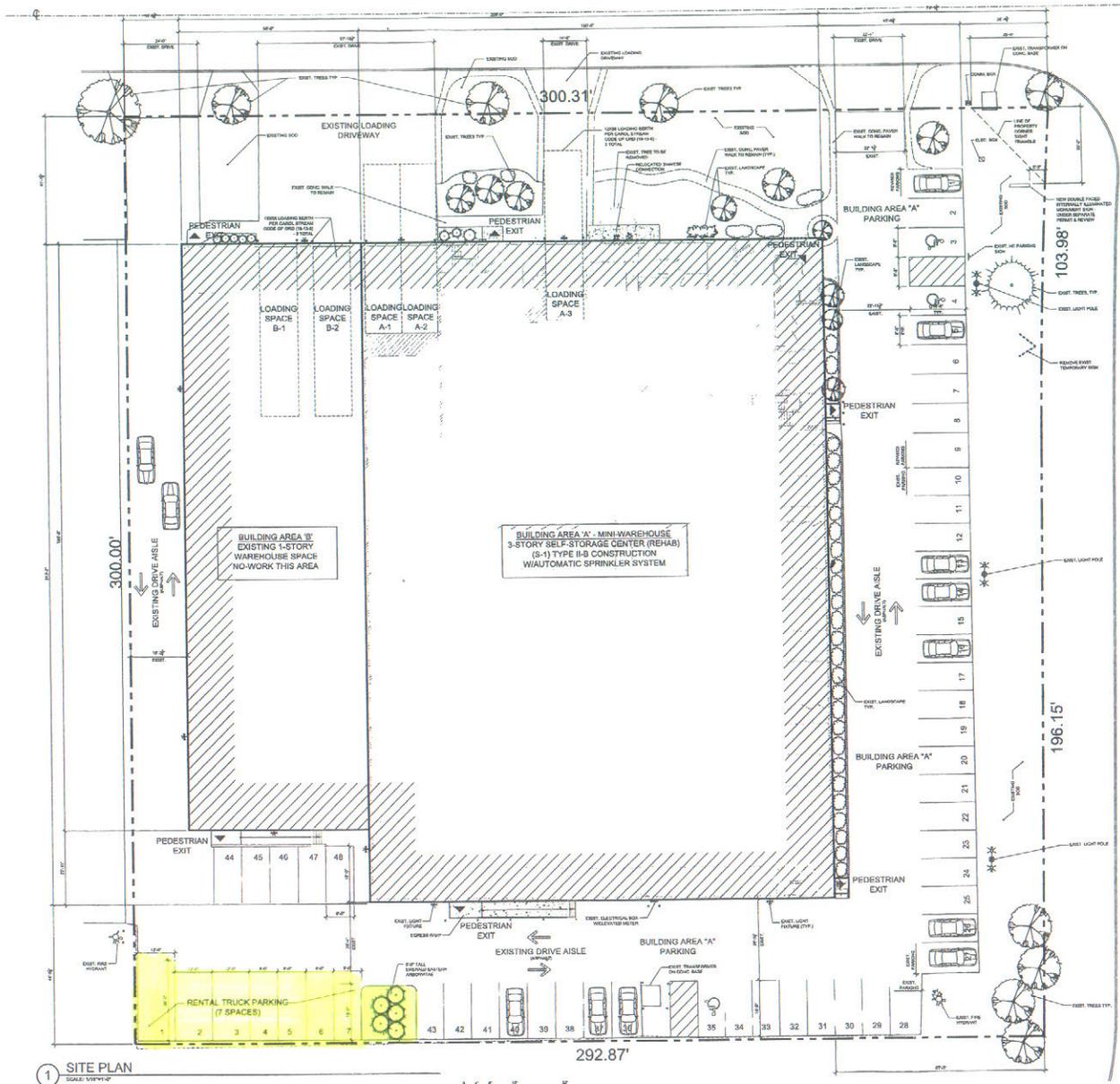
develop and use the subject property in accordance with the terms and conditions of this Ordinance, and I understand that if I do not do so, I am subject to the penalties set forth in Section 16-17-7 A and B of the Carol Stream Code of Ordinances, and/or termination of the special use permit.

Date

Owner/Party In Interest

RECEIVED
COMMUNITY DEVELOPMENT
DEPT

TUBEWAY DRIVE



1 SITE PLAN
SCALE: 1/8"=1'-0"

GARY AVE.

NOTES:

NO.	DATE	ISSUE DESCRIPTION
1	09-12-13	PERMITS

CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND LOCATIONS OF EXISTING UTILITIES AND STRUCTURES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF CHICAGO AND THE STATE OF ILLINOIS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF CHICAGO AND THE STATE OF ILLINOIS.

PREPARED BY: SULLIVAN SCULLY R WILSON
 750 N. FRANKLIN STREET
 SUITE 203
 CHICAGO, IL 60664
 PH: 312.988.7412
 FX: 312.988.7409
 WWW.SULLIVANSCULLYRWILSON.COM
 PROFESSIONAL DESIGN FIRM
 License Number: 154-031505
 Expiration Date: April 30, 2015

U-STOR-IT
 120 TUBEWAY DRIVE
 GARDOL SPRING, ILLINOIS

SITE PLAN

0 NORTH A0-2

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING A FINAL PLAT OF SUBDIVISION
(WINDFALL PLAZA SUBDIVISION – 1175-1251 N. GARY AVENUE)**

WHEREAS, Attorney J. David Ballinger, on behalf of property owner Windfall Plaza, LLC, has requested approval of a Final Plat of Subdivision to create two lots out of an existing single 20.43-acre lot located on the east side of Gary Avenue, commonly known as 1175-1251 N. Gary Avenue (“Windfall Plaza”), in accordance with Section 7-2-6 of the Carol Stream Subdivision Code; and

WHEREAS, the Plan Commission/Zoning Board of Appeals (the “Combined Board”) of the Village of Carol Stream, at their meeting on September 23, 2013, considered the Final Plat of Subdivision and has found it to be in conformance with the Zoning Code, the Subdivision Code, and other Codes of the municipality relating to the particular property herein proposed to be subdivided; and

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

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

SECTION 1: Approval is hereby given to the Final Plat for the *Windfall Plaza Subdivision*, such document being attached to and made a part of this Resolution as Exhibit “A”, drawn by Ridgeline Consultants, LLC, 1661 Aucutt Road, Montgomery, Illinois 60538, originally dated July 15, 2013, with a revised date of October 1, 2013.

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

PASSED AND APPROVED THIS 7th DAY OF OCTOBER, 2013.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr. Mayor

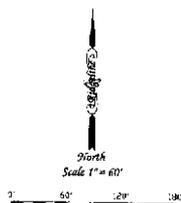
ATTEST:

Beth Melody, Village Clerk

WINDFALL PLAZA SUBDIVISION

BEING A RESUBDIVISION OF LOT 1 IN STARK FARM SUBDIVISION NO. 2 BEING A SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 40 NORTH RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

P.I. N. 02-20-404-004



ABBREVIATION LEGEND

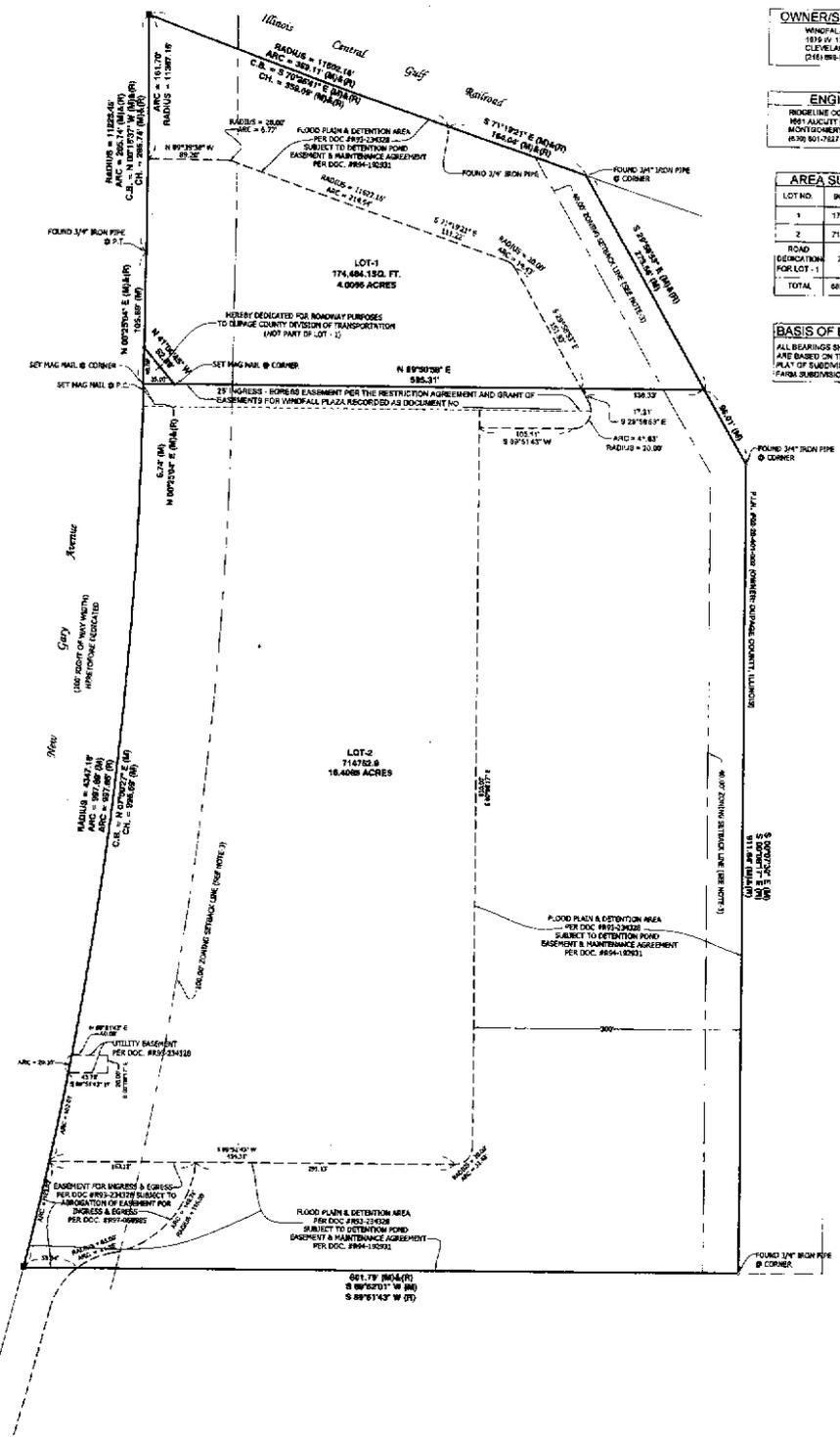
- C.B. = CHORD BEARING
- CL = CHORD LENGTH
- E = EAST
- E.L.Y. = EASTERN
- (M) = MEASURED DISTANCE
- N = NORTH
- N.L.Y. = NORTHERLY
- P.C. = POINT OF CURVATURE
- P.T. = POINT OF TANGENCY
- (R) = RECORD DISTANCE
- S = SOUTH
- S.L.Y. = SOUTHERLY
- W = WEST
- W.L.Y. = WESTERLY

LEGEND:

- CONCRETE MONUMENT SET
- IRON PIPE FOUND
- IRON PIPE SET (1/2" DIA.)
- ROAD CENTERLINE
- SECTION LINE
- EASEMENT LINE
- PROPERTY LINE
- BUILDING SETBACK

NOTES:

1. IRON PIPE MOVEMENTS WILL BE PLACED AT ALL PROPERTY CORNERS CREATED BY THIS PLAN UNLESS OTHERWISE NOTED.
2. ALL MEASUREMENTS AND DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
3. ZONING SETBACK LINE INFORMATION SHOWN HEREON WAS OBTAINED FROM AIA SURVEY NO. 41285 BY SARKO ENGINEERING, INC. DATED 2-4-2010.



PROPERTY ADDRESS
173 - 0211 SMRY AVENUE
CAROL SPRING, ILLINOIS

OWNER/SUBDIVIDER
WINDFALL PLAZA, LLC
1816 W. 126TH STREET
CLEVELAND, OH 44115
(216) 886-9758

ENGINEER
ROGELINE CONSULTANTS, LLC
1611 ALLCOTT ROAD
MONTGOMERY, IL 60538
(630) 801-7327

AREA SUMMARY

LOT NO.	SQ. FT.	ACRES
1	174,484.18	4.0086
2	714,752.8	16.4086
ROAD		
DEVELOPMENT FOR LOT - 1	700.0	0.0160
TOTAL	889,937.0	20.4252

BASIS OF BEARINGS
ALL BEARINGS SHOWN HEREON ARE BASED ON THE RECORDED PLAT OF SUBDIVISION FOR STARK FARM SUBDIVISION NO. 2



BOBBY H. WELLS, P.L.L.C. 2008 EXPIRATION DATE 11/30/2014
BOBBY H. WELLS, P.L.L.C. 2018 EXPIRATION DATE 11/30/2018
PROFESSIONAL DESIGN FIRM NO. 184-004758
DATE: 11/11/2013 1:10
PRINT: 11/11/2013 1:10

Page 1 of 2

DATE	11/11/2013
TIME	1:10
USER	BOBBY H. WELLS
PROJECT	WINDFALL PLAZA
FILE	11/11/2013 1:10
SCALE	1" = 60'
DATE	2013-01-17

Village of Carol Stream
INTER-DEPARTMENTAL MEMO

TO: Mayor and Trustees

FROM: Joseph E. Breinig, Village Manager 

DATE: September 25, 2013

RE: Rail Tank Car Safety

The Metropolitan Mayors Caucus has forwarded the attached resolution for your consideration. The resolution supports the retrofit of existing rail cars that carry hazardous materials including but not limited to ethanol and crude oil. The existing DOT-111 rail cars have been shown to rupture or puncture easily. Efforts to upgrade new tank cars are undermined by the comingling of newer and older stock. Approximately two thirds of the fleet is the older design.

A 2009 freight train derailment near Rockford involved a train with 74 cars of ethanol, killed one person and injured nine, and took over 24 hours to suppress. More recently, a 2013 train derailment in Canada involved a train carrying 72 tank cars of crude oil, killed 47 people and caused environmental damage with estimated remediation costs in excess of \$200 million. Both incidents involved trains with DOT-111 rail tank cars.

The only active freight rail line near Carol Stream diagonally crosses Army Trail Road and Gary Avenue, west and south of their intersection. A spur line in the industrial park between Gary and Kimberly crosses Lies, Fullerton and Kehoe. While the likelihood of a derailment may be remote the implications if one occurs could be staggering. In addition, our first responders, in an era of mutual aid, might be called to an incident in another community involving a derailment with DOT-111 rail tank cars. For this reason staff recommends adoption of the resolution and its filing with the federal government.

JEB/td
Attachment

RESOLUTION NO. _____

RESOLUTION SUPPORTING THE RETROFIT OF EXISTING DOT-111 RAIL TANK CARS THAT TRANSPORT PACKING GROUPS 1 AND 11 HAZMAT BEFORE THE PIPELINES AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION IN DOCKET NO. PHMSA-2012-0082 (HM-251)

WHEREAS, rail freight operations impact thousands of villages, towns, cities and countries across all regions of the United States of America; and

WHEREAS, safe rail operations are of critical interest to local units of government based on (1) the need to prevent catastrophic accidents like the one that occurred in Lac-Mégantic, Canada in July 2013; and (2) the responsibility local governments have to provide emergency response units to manage the impact of rail accidents and derailments in communities across the country; and (3) significant costs associated with clean-up, environmental remediation, medical expenses, other personal injury damages or wrongful death claims for community residents that have the potential to surpass the rail industry's ability to pay for them; and

WHEREAS, ethanol and crude oil are a large and exponentially growing segment of hazardous materials being shipped across the nation via freight rail, which will continue to be a preferred transport mode of choice for this hazmat; and

WHEREAS, since 1991, it has been known to industry and federal regulators that there are safety-related defects in the DOT-111 tank car that serves as the primary tank car used in the shipping of these hazardous flammable materials via freight rail; and

WHEREAS, the federal Pipelines and Hazardous Materials Safety Administration (PHMSA) regulates the safe transport of hazardous materials by railroads in the United States; and

WHEREAS, the business decisions of railroad companies and hazardous material shippers impact the safety, environment, and emergency response system in the communities in which the freight railroads traverse, but state and local governments have no ability to regulate railroad operations; and

WHEREAS, industry has failed to act in the last two decades to correct the known defects in DOT-111 tank cars, and waited until 2011 to seek government approval to upgrade safety standards for newly manufactured DOT-111 tank cars; and

WHEREAS, a tank car expert from the National Transportation Safety Board testified in 2012 that a retrofit of existing tank cars is necessary because co-mingling existing unsafe DOT-111 tank cars with newly manufactured ones "does nothing to improve the safety in an accident"; and

WHEREAS, the petition for rulemaking submitted to PHMSA on April 3, 2012 by Barrington, Illinois and the Illinois TRAC Coalition reflects the point of view of local governments, which is supported by recommendations of the National Transportation Safety Board, that changes are needed in federal regulations and/or law to better protect public safety relative to DOT-111 tank car safety and train consist dissemination; and

WHEREAS, the April 3, 2012 petition provides a compelling rationale for making long overdue changes in safe rail operations vis-a-vis retrofitting existing DOT-111 tank cars; and

WHEREAS, the April 3, 2012 petition demonstrates that the cost of a DOT-111 tank car fleet retrofit for existing cars would be of nominal expense over the remaining average thirty-year lifespan for the existing fleet; and

WHEREAS, PHMSA issued on September 6, 2013 (78 Federal Register 54849-54861) an Advance Notice of Rulemaking seeking by November 5, 2013 the input from local and state governments on the issue of retrofitting the DOT-111 tank car.

NOW, THEREFORE BE IT RESOLVED THAT, THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, DUPAGE COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS; AS FOLLOWS:

SECTION 1: We support the April 3, 2012 petition of Barrington, Illinois and the Illinois TRAC Coalition seeking new regulations to retrofit existing DOT-111 tank cars used to transport Groups I and II Packing Materials.

SECTION 2: This Resolution shall take effect from and after its passage and approval as provided by law.

SECTION 3: This adopted Resolution shall be sent to the Pipelines and Hazardous Materials Safety Administration in Docket No. PHMSA-2012-0082 (HM-251) urging expeditious action on the joint Barrington and Illinois TRAC Coalition April 3, 2012 Petition No. P-1587.

PASSED AND APPROVED THIS 7th DAY OF OCTOBER 2013.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

Village of Carol Stream
Interdepartmental Memorandum

DATE: October 1, 2013
TO: Joe Breinig, Village Manager
FROM: Jon Batek, Finance Director 
COPY: Susan Westgate, Director, Carol Stream Library
SUBJECT: 2013 Property Tax Levy - Schedule of Events

It is time to begin considering the action steps needed to complete and adopt the 2013 property tax levy. The final adopted tax levy ordinance must be filed with the DuPage County Clerk's office no later than the last Tuesday in December (December 31st).

As you are aware, the Village Board must adopt the annual property tax levy of the Carol Stream Public Library based on how the library is established under Illinois law. The Library has prepared and considered their request for tax levy through the adoption of Resolution # 265 on September 18, 2013 (**Exhibit A**).

The "2013 levy", which applies to the calendar year 2013 (for property owners) and the Library's fiscal year 2014 (for budgetary purposes), will be extended on property tax bills issued on or about May 1, 2014 and will be collected in next fiscal year 2015 (June and September 2014).

The combined Village/Library levy for 2013 is summarized in the attached **Exhibit B**. The aggregate amount of the Library levy request is the same amount as the adopted levies in each of the three preceding years 2010, 2011, and 2012 (no increase).

Note that in Exhibit B the 2013 levy is compared to the 2012 taxes extended. The tax extension is the amount extended by the County Clerk on the 2012 tax bills and includes an addition of 1% of the requested levy amount to account for "loss and cost" (i.e. uncollectible taxes and the cost of collection). We are required by the "Truth in Taxation Act" to compare the annual levy request to the prior year's extended taxes for the purpose of demonstrating compliance with the Act. This is why a net decrease of 1.1% is shown on Exhibit B. Thus, once the 2013 levy is extended by the County, the 2013 extended taxes will essentially be identical to the 2012 taxes extended, resulting in no additional levy dollars available to the Library next year based on their request.

Village Board and Staff Action Steps

Step 1: Estimate of Tax Levy (Monday October 7, 2013)

The Illinois "Truth in Taxation Act" (35 ILCS 200/18-60) requires the following:

Sec. 18-60. Estimate of taxes to be levied. Not less than 20 days prior to the adoption of its aggregate levy, hereafter referred to as "levy", the corporate authority of each taxing district shall determine the amounts of money, exclusive of any portion of that levy attributable to the cost of conducting an election required by the general election law, hereafter referred to as "election costs", estimated to be necessary to be raised by taxation for that year upon the taxable property in its district. (Source: P.A. 82-102; 88-455.)

The attached Village Board Resolution has been prepared to satisfy the requirement stipulated in the Truth in Taxation Act. This Resolution will be placed on the Village Board Agenda for the meeting of Monday, October 7, 2013.

Step 2: Determination of Need for Truth in Taxation Hearing

The Truth in Taxation Act requires notification and public hearing on the proposed tax levy if the amount estimated in Step 1 above is greater than 105% of the prior year taxes extended. These requirements are stipulated in 35 ILCS 200/18-70 as follows:

Sec. 18-70. More than 5% increase; notice and hearing required. If the estimate of the corporate authority made as provided in Section 18-60 is more than 105% of the amount extended or estimated to be extended, plus any amount abated by the corporate authority prior to extension, upon the final aggregate levy of the preceding year, exclusive of election costs, the corporate authority shall give public notice of and hold a public hearing on its intent to adopt an aggregate levy in an amount which is more than 105% of the amount extended or estimated to be extended upon the final aggregate levy extensions, plus any amount abated, exclusive of election costs, for the preceding year. The hearing shall not coincide with the hearing on the proposed budget of the taxing district. (Source: P.A. 86-957; 88-455.)

Based on the calculations identified in Exhibit B, the proposed 2013 tax levy represents a decrease of 1.1% from taxes extended in 2012, therefore newspaper notice and public hearing are **not required** under this Act with respect to the 2013 proposed tax levy.

Step 3: Adoption of Tax Levy Ordinance (Monday, November 4, 2013)

After the required minimum 20 day period from the estimate of levy, the Village Board is able to approve the final tax levy ordinance. This is anticipated for the Board meeting of November 4, 2013.

Pursuant to prior Village Board direction, the draft ordinance will include language which requests the County Clerk to apply the provisions of the Property Tax Extension Limitation Law (PTELL) or "tax caps" when determining the final extension of the levy.

This limits the extension of the levy to only what would be allowed in a non-home rule community.

Generally, PTELL limits the growth in the levy to the greater of the growth in the Consumer Price Index (CPI) or 5% on the prior year's extension, whichever is lower. For the 2013 levy, the CPI figure is 1.7%. With the Library 2013 levy request at a decrease of 1.1% compared to 2012 taxes extended, the discussion of PTELL and any notion that the requested levy would exceed the tax caps is essentially moot.

Resolution No. _____

**A Resolution to Record the Determination of the
Corporate Authorities of the Village of Carol Stream
of the Amounts of Money Estimated to be Necessary to be
Raised by Taxation on Taxable Property for the Fiscal Year
Beginning May 1, 2013, and Ending April 30, 2014**

Whereas, Chapter 35, Section 200/18-60 of the Illinois Compiled Statutes requires that not less than twenty (20) days prior to the adoption of its aggregate levy, the corporate authorities of each taxing district shall determine the amount of money estimated to be necessary to be raised by taxation for that year upon the taxable property in its district; and

Whereas, the Board of Trustees of the Village of Carol Stream has determined that the amount required to be raised by property tax for general corporate purposes of the Village for the fiscal year beginning May 1, 2013, and ending April 30, 2014, is Zero Dollars (\$0); and

Whereas, the Board of Trustees of the Carol Stream Public Library has determined through the adoption of Library Resolution #265 on September 18, 2013, that the amount required to be raised by property tax for the benefit of the Library for the fiscal year beginning May 1, 2013, and ending April 30, 2014, is Three Million Four Hundred Thirty One Thousand Five Hundred Dollars (\$3,431,500) for general corporate, audit, retirement (IMRF and Social Security), and tort immunity insurance purposes;

Now, therefore be it resolved by the Mayor and Board of Trustees of the Village of Carol Stream, DuPage County, Illinois, in the exercise of its home rule powers, as follows:

Section 1: The estimate of the amount of money necessary to be raised by taxation for the year 2013 on the taxable property in the Village of Carol Stream to meet the operating budget of the Carol Stream Public Library exclusive of election and debt service costs, as

determined by the Carol Stream Library Board of Trustees, is Three Million Four Hundred Thirty One Thousand Five Hundred Dollars (\$3,431,500).

Section 2: The amount of property tax extended upon the 2012 property tax levy ordinance including abatements, exclusive of election and debt service costs, was Three Million Four Hundred Sixty Nine Thousand One Hundred Seventy Seven Dollars (\$3,469,177); and the amount estimated to be levied upon the 2013 property tax levy ordinance to be hereafter adopted (\$3,431,500) is 98.9% of the amount of property taxes extended upon the 2012 tax levy ordinance.

Section 3: The Finance Director of the Village of Carol Stream is hereby authorized and directed to prepare a tax levy ordinance based upon this estimate and to present such tax levy ordinance for passage and approval not less than twenty (20) days after this determination of the amount required to be raised by taxation on taxable property within the Village.

Section 4: This Resolution shall be in full force and effect from and after its passage and approval.

Passed by the Mayor and Board of Trustees of the Village of Carol Stream, Illinois, this 7th day of October, 2013.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

BOARD OF LIBRARY TRUSTEES of the
VILLAGE OF CAROL STREAM, ILLINOIS
RESOLUTION # 265

RE: FY2014 WORKING AND APPROPRIATION BUDGETS / REQUEST FOR TAX LEVY

WHEREAS, the Board of Library Trustees passed its Fiscal 2014 yearend budget, attached hereto and included in Exhibit A, on April 17, 2013, which budget sets forth the budgetary requirements of the Board of Library Trustees of the Village of Carol Stream; and

WHEREAS, the aforesaid document details total anticipated expenditures in the amount of \$3,698,150 for the fiscal year ended April 30, 2015; and

WHEREAS, funds derived as income from sources other than tax receipts are anticipated to total \$151,750 for the fiscal year ended April 30, 2015; and

WHEREAS, a total amount of \$3,431,500 is needed from tax receipts in addition to the amount received from other sources to satisfy the anticipated financial needs of the Library for the fiscal year ended April 30, 2015.

RESOLVED that:

Section 1: The President and Board of Trustees of the Village of Carol Stream, Illinois are hereby requested to include in their budget ordinance for the fiscal year commencing on the first day of May 2013 and ending on the thirtieth day of April 2014 the following:

- A. Taxes to be levied to maintain the Public Library pursuant to Illinois Compiled Statutes, Chapter 75, Act 5, Sec. 3-4 shall be: \$3,068,500 or as much thereof as may be authorized by law, but in no event shall such tax levy for maintenance and operation of the Carol Stream Public Library exceed 0.60 percent of the value of all such taxable property as equalized or assessed by the Department of Revenue pursuant to the anticipated expenditures and financial requirements detailed in Exhibit A.
- B. Taxes to be levied for participation in the Illinois Municipal Retirement Fund, as provided in Illinois Compiled Statutes Ch. 40, Act 5, Section 22-403, *et sec.*, in addition to all other taxes heretofore levied, in the sum of \$212,000.
- C. Taxes to be levied for participation in the FICA, as provided in Illinois Compiled Statutes Ch. 40, Act 5, Section 22-403, *et sec.*, in addition to all other taxes heretofore levied, in the sum of \$115,000.
- D. Taxes to be levied for the Liability Insurance Fund, as provided in Illinois Compiled Statutes Chapter 745, Act 10, Section 9-107, *et sec.*, in addition to all other taxes heretofore levied, in the sum of \$25,000.
- E. Taxes to be levied for the Annual Audit as provided in Illinois Compiled Statutes, Chapter 50, Act 310, Section 9, *et sec.*, in addition to all other taxes heretofore levied, in the sum of \$11,000.

Section 2: That pursuant to Illinois Compiled Statutes, Chapter 75, Act 5, Sec. 5-8, the Board of Library Trustees shall accumulate and set apart as a Capital Improvement and Repair Fund for the purchase of sites and buildings, for the construction and equipment of buildings, for the rental and repair of buildings acquired for library purposes, and for repairs and alterations of library buildings and

equipment, the unexpended balances of the proceeds annually received from taxes not in excess of the statutory limits and pursuant to plans to be developed by the Board of Library Trustees.

Section 3: That the funds derived from sources other than the Tax Levy may be allotted by the Board of Library Trustees to such budgeted items and in such amounts as said Board may determine within the limits of said budget.

Section 4: That the unexpended balance of any item or items of said Budget as set forth in this Resolution may be expended in making up any deficiency in any other item or items in the same general Budget made by this Resolution.

Section 5: That the President and Board of Trustees of the Village of Carol Stream are further requested to include in their levy ordinance the following statement:

All ordinances and parts of ordinances conflicting with any of the provisions of this ordinance be and the same are hereby modified and repealed, and if any item or portion thereof of this levy is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this ordinance.

Section 6: That the President and the Board of Trustees of the Village of Carol Stream be aware that the Illinois Statutes require that the levy ordinance be duly passed and a certified copy be recorded with the DuPage County Clerk on or before the last Tuesday in December 2013.

Resolution Passed this 18th day of September, 2013 by a vote of:

Ayes: 7, Nays: 0, Absent or not voting: 0.

Approved:



James F. Bailey, President
Board of Library Trustees

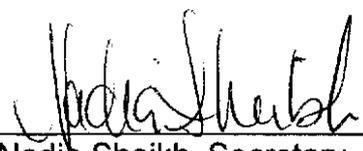
Attest:

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

FY2014 WORKING AND APPROPRIATION BUDGETS / REQUEST FOR TAX LEVY

was duly adopted by said Board of Trustees at a valid meeting on September 18, 2013,

Seal:



Nadia Sheikh, Secretary
Board of Library Trustees

		FY2011	FY2012	FY2013	FY14 working	FY 13/14	FY14/15 Working
		Year End	Year End	Working	FY13	Working	FY 14
		Audited	Audited	Budget	Appropriation	Budget	Appropriation
				Approved		approved	
ACCT #	Account Name	B	C	E	F		G
	GENERAL FUND REVENUES						
3000	Property Taxes						
3001	Property Tax -- Current	3,143,085	3,182,202	3,147,900	3,080,800	3,080,800	3,068,500
3002	Property Tax -- Non-Current	10,403	426	500	500	500	500
3100	PPR Taxes	36,130	25,278	30,000	30,900	30,900	31,000
3200	Interest Income						
3201	Interest Income -- Taxes	125	13	50	50	30	0
3202	Interest Income -- Investments	3,085	2,606	3,000	3,000	11,500	11,800
3300	Patron Payments						
3301	Fines & Fees	51,763	53,635	55,517	57,183	53,000	50,000
3302	Public Copier Payments	10,096	9,487	9,500	9,500	9,500	10,000
3303	Non-Resident Card Fees	624	656	650	650	400	400
3304	Sale items	180	419	400	400	400	400
3400	Donations	8,375	1,749	2,000	2,000	2,000	2,000
3500	Developer Contributions	2,964	3,087	1,500	1,500	1,200	2,000
3600	RBP/ILL Reimbursements	1,241	718	800	800	650	650
3700	Grants	accrued					
3701	Per Capit Grant	41,688	41,688	40,000	40,000	40,809	40,000
3702	Other Grants/Awards	0		1,000	1,000	1,000	1,000
3800	Other Income	903	3,763	1,000	1,000	2,170	2,000
3900	Prior Year Voided Checks						
	TOTAL REVENUE	3,310,663	3,325,727	3,293,817	3,229,283	3,234,859	3,220,250
	GENERAL FUND EXPENDITURES						
5100	SALARIES						
5101	EXEMPT STAFF SALARIES	941,885	1,006,504	1,018,024	1,038,184	1,005,712	935,000
5102	NON-EXEMPT STAFF SALARIES	607,272	634,364	661,836	674,953	681,353	765,000
5103	CUSTODIAL SALARIES	65,919	68,832	68,980	69,800	72,000	50,000
5104	BENEFITS-MED/LIFE/DENTAL						

		FY2011	FY2012	FY2013	FY14 working	FY 13/14	FY14/15 Working
		Year End	Year End	Working	FY13	Working	FY 14
		Audited	Audited	Budget	Appropriation	Budget	Appropriation
				Approved		approved	
ACCT #	Account Name	B	C	E	F		G
5105	Professional Education	4,823	9,620	6,700	8,800	15,000	17,250
5106	Memberships	4,770	4,356	5,000	5,250	5,500	5,500
5107	Benefits -- Life insurance	1,453	0	1,440	1,500	1,600	1,600
5108	Benefits -- Health Insurance	254,481	277,206	313,650	345,015	339,525	338,000
5109	Benefits -- Other	2,280	0	2350	2350	2700	2,700
5110	Trustee Development					3000	3,500
	TOTAL	1,882,883	2,000,882	2,077,980	2,145,852	2,126,390	2,118,550
5200	PLANT MAINTENANCE						
5201	SUPPLIES	10,181	11,145	12,000	12,000	12,000	12,500
5202	MAINTENANCE/REPAIR	14,691	10,540	15,800	15,800	23,000	20,000
5203	MAINTENANCE CONTRACTS	45,962	43,139	44,300	46,000	46,000	50,000
5204	LANDSCAPE MAINTENANCE/SNOW REMOVAL	22,612	25,180	23,000	24,200	15,000	15,000
5205	FURNITURE/EQUIPMENT	5,275	5,253	6,400	5,185	24,185	15,000
5206	ELECTRIC - COMM EDISON	37,681	28,687	39,900	43,890	40,000	40,000
5207	WATER/SEWER	2,239	2,338	2,800	3,100	3,100	3,250
5208	INSURANCE (PROPERTY)	5,014	5,571	6,128	6,750	7,000	7,000
	TOTAL	143,655	131,853	150,328	156,925	170,285	162,750
5300	BUSINESS EXPENSE						
5301	POSTAGE	6,041	5,936	6,773	7111	7000	7,000
5302	OFFICE&EQUIPMENT SUPPLIES	5,963	7,120	7,200	6,585	7,000	8,000
5303	PRINTER SUPPLIES	11,430	6,910	11,000	12,100	11,000	11,000
5304	EQUIPMENT LEASING	12,944	15,056	15,180	12,200	12,200	12,200
5305	MILEAGE REIMBURSEMENT	2,184	3,573	2,530	2,783	4,000	5,000
5306	LEGAL NOTICES	596	728	650	650	750	750
5307	HELP WANTED ADVERTISING	0	100	300	300		
5308	BUSINESS PHONE	7,085	7,298	7,450	7,700	8,000	9,000
5309	ACCOUNTING SERVICE	12,336	12,039	12,900	13,300	13,300	12,000

		FY2011	FY2012	FY2013	FY14 working	FY 13/14	FY14/15 Working
		Year End	Year End	Working	FY13	Working	FY 14
		Audited	Audited	Budget	Appropriation	Budget	Appropriation
				Approved		approved	
ACCT #	Account Name	B	C	E	F		G
5310	MATERIAL RECOVERY FEES	2,560	2,309	2,600	2,730	2,730	2,700
5311	PAYROLL SERVICE	4,672	5,178	5,156	6,500	7,500	7,750
5312	ATTORNEY FEES	7,063	5,728	6,000	6,000	12,000	12,000
5313	ARCHITECT FEES	0	0	0	0	0	
5314	OTHER CONSULTANTS	0	0	6,000	0	15,000	15,000
5315	OTHER EXPENDITURES	4,612	2,810	3,300	4,025	6,495	6,500
5316	RECYCLING	300	75	400	400		
5317	BANK & CREDIT CARD FEES	2,223	0	550	550	1,000	1,000
5318	CITIZEN'S SURVEY/REF INFO	0	0	0	0		
5319	SECURITY SERVICE	37,249	38,033	39,900	41,900	41,900	22,500
	Risk Management Expense		270				
	TOTAL	117,258	113,163	127,889	124,834	149,875	132,400
5400	CIRCULATION & MATERIALS PROCESSING, INCLUDING AUTOMATED SERVICES						
5401	Automation Hardware	14,463	18,943	23,000	23,500	27,500	27,500
5402	ISP and Web Page Hosting	3,248	3,386	3,500	3,600	3,600	3,600
5403	Computer Software	7,649	18,199	8,000	10,000	12,000	15,000
5404	LAN and Hardware Maintenance	33,435	32,855	37,300	40,700	40,700	41,000
5405	Technical Services Supplies	19,316	19,222	11,950	12,797	12,000	14,200
5406	Circulation Supplies	5,006	12,274	10,075	11,875	11,700	12,000
5407	Rebinding -(formerly Adult)	1,518	1,282	1,500	1,500		
5408	Tech Serv Online Resources (formerly OCLC a	6,436	6,436	6,436	6,436	12,000	12,000
5409	RBP/ILL Expenses	765	989	1,000	1,100	1,000	750
5410	MAGIC Consortium	71,557	78,725	92,196	97,356	75,000	80,000
	TOTAL	163,393	192,311	194,957	208,864	195,500	206,050
5500	SERVICES						
5501	Youth Services Programs	4,568	5,792	8,350	8,350	20,000	22,000

		FY2011	FY2012	FY2013	FY14 working	FY 13/14	FY14/15 Working
		Year End	Year End	Working	FY13	Working	FY 14
		Audited	Audited	Budget	Appropriation	Budget	Appropriation
		Approved				approved	
ACCT #	Account Name	B	C	E	F		G
5502	Summer Reading Program -- Youth	6,692	6,576	7,000	7,100		
5503	Adult Programs	3,574	4,443	5,500	5,500	12,000	15,000
5504	Library Printing	3,119	4,900	8,000	8,400	6,400	7,000
5505	Library Newsletter	39,296	34,117	36,000	37,120	37,500	38,000
5506	Youth Services Publicity	2,403	2,210				
5507	Summer Reading Program Publicity	1,177	1,595				
5508	Adult Publicity	804	436				
5509	Library Publicity and Promotion	5,578	6,305	19,000	15,250	18,000	20,000
5510	Reference Services Expenses	2,118	1,262	1,300	1,335		
	TOTAL	69,329	67,636	85,150	83,055	93,900	102,000
5600	COLLECTION DEVELOPMENT						
5601	Youth Services Books	59,999	53,939	55,000	55,000	70,000	70,000
5602	Youth Services Graphic Books	3,783	3,906	3,500	3,500		
5603	Youth Services Paperbacks	4,320	4,270	4,000	4,000		
5604	Youth Services Reference Collection	24,117	23,224	26,000	27,000		
5605	Youth Services Magazines	1,711	1,350	1,700	1,700		
5606	Youth Services Media (formerly Realia)	502	529	600	600	16,000	16,000
5607	Youth Services Recordings	761	768	700	650		
5608	Youth Services Kits	1,502	1,035	1,000	1,000		
5609	Youth Services Audio Books	4,931	4,010	4,000	4,000		
5610	Youth Services Video Recordings	7,639	6,237	6,500	7,000		
5611	Youth Services Electronic Media	1,810	1,289	1,200	1,200		
5620	Parent Collection - Books	3,190	2,866	4,500	4,500		
5621	Parent Collection - Non-Print & Magazines	1,809	1,027				
5630	Adult Books	90,454	88,212	90,000	90,000	130,500	130,500
5631	Adult Paperback Collection	2,369	2,497	2,500	2,500		
5632	World Languages	6,898	4,706	5,000	5,000		
5633	Large Print Books	10,352	10,433	12,000	12,000		

ACCT #	Account Name	FY2011	FY2012	FY2013	FY14 working	FY 13/14	FY14/15 Working
		Year End	Year End	Working	FY13	Working	FY 14
		Audited	Audited	Budget	Appropriation	Budget	Appropriation
		B	C	Approved	F	approved	G
5634	Online Resources (formerly Adult Ref.Coll.)	167,967	157,791	190,000	196,750	125,000	125,000
5635	Magazines & Newspapers (renamed from Adult)	12,043	8,421	12,500	13,000	18,800	19,000
5636	Newspapers	3,619	3,694	3,800	3,800		
5637	Adult Media (formerly Adult Compact Discs)	5,535	5,496	5,800	5,800	62,800	63,000
5638	Adult Audio Books	24,404	25,175	26,000	27,000		
5639	Adult Video Recordings	30,312	26,489	30,000	30,000		
5640	Adult Electronic Media	3,769	1,113	1,000	1,000		
5650	Professional Collection	9,189	10,979	10,200	10,550		
5651	Digital Media	8,809	10,762	15,000	15,000	35,000	35,000
5652	Grant/Award Expense (Databases)	0	534	40,000	40,000	40,809	40,000
	TOTAL	491,794	460,752	552,500	562,550	498,909	498,500
TOTAL GENERAL FUND REVENUES					3,229,283	3,234,859	3,220,250
GENERAL FUND EXPENDITURES							
5100	SALARIES				2,145,852	2,126,390	2,118,550
5200	PLANT MAINTENANCE				156,925	170,285	162,750
5300	BUSINESS EXPENSE				124,834	149,875	132,400
5400	CIRCULATION & MATERIAL Proc....				208,864	195,500	206,050
5500	SERVICES				83,055	93,900	102,000
5600	COLLECTION DEVELOPMENT				562,550	498,909	498,500
	TOTAL				3,282,080	3,234,859	3,220,250

ACCT #	Account Name	FY2011	FY2012	FY2013	FY14 working	FY 13/14	FY14/15 Working
		Year End Audited	Year End Audited	Working Budget Approved	FY13 Appropriation	Working Budget approved	FY 14 Appropriation
		B	C	E	F		G
GENERAL FUND REVENUES							
	LIBRARY TAX	3,143,085	3207907			3,080,800	3,068,500
	OPERATING REVENUE	167,578	116857			154,059	151,750
	TOTAL	3,310,663	3324764			3,234,859	3,220,250
	REVENUE INCREASE (%)	0.74%	0.42%			-2.70%	-0.45%
	NET CHANGE	442,351	\$14,101			-89,905	-14,609
OTHER FINANCING SOURCES/FUNDS							
ACCT #	Account Name						
WORKING CASH FUND							
20-3001	WORKING CASH LEVY						
20-3202	INTEREST - INVESTMENTS					100	50
	TOTAL					100	50
20-6920	TO GENERAL FUND					-100	-50
	FUND BALANCE, APRIL 30					48,349	48,396

		FY2011	FY2012	FY2013	FY14 working	FY 13/14	FY14/15 Working
		Year End	Year End	Working	FY13	Working	FY 14
		Audited	Audited	Budget	Appropriation	Budget	Appropriation
ACCT #	Account Name	B	C	Approved	E	F	G
ACCT #	Account Name						
Class 50	LIABILITY INSURANCE FUND						
50-3001	LIABILITY INSURANCE LEVY					17,000	25,000
50-3202	INTEREST ON INVESTMENTS					0	0
50-3300	LIMRIC UCGA Dividend					0	0
	TOTAL					17,000	25,000
50-7101	LIABILITY INSURANCE					20,000	20,000
50-7102	Risk Management expense					7,000	7,000
50-7103	UNEMPLOYMNT COMP INSURANCE					5,400	5,400
	TOTAL					32,400	32,400
	NET DIFFERENCE					-15,400	-7,400
	FUND BALANCE MAY 1					37,802	22,402
	FUND BALANCE, APRIL 30					22,402	15,002
	% CHANGE					-40.74%	-33.03%
	RESERVE IN MONTHS					8.30	5.56

		FY2011	FY2012	FY2013	FY14 working	FY 13/14	FY14/15 Working
		Year End	Year End	Working	FY13	Working	FY 14
		Audited	Audited	Budget	Appropriation	Budget	Appropriation
ACCT #	Account Name	B	C	E	F	approved	G
Class 30	FICA FUND						
30-3001	FICA Tax Levy					118,000	115,000
30-3202	Interest on Investments - FICA					0	0
30-5104	FICA Benefit					135,000	135,000
	Net Difference					-17,000	-20,000
	Fund Balance, May 1					144,000	127,000
	Reserve Balance April 30					127,000	107,000
	% Change					-11.81%	-15.74%
	Reserve in Months					11.29	9.51
Class 40	IMRF FUND						
40-3001	IMRF Tax Levy					210,000	212,000
40-3202	Interest on Investments - IMRF					200	0
40-5104	IMRF Benefit					208,000	235,000
	Net Difference					2,200	-23,000
	Fund Balance, May 1					149,000	151,200
	FUND BALANCE, APRIL 30					151,200	128,200
	% CHANGE					1.48%	-15.21%
	RESERVE IN MONTHS					8.72	6.55

		FY2011	FY2012	FY2013	FY14 working	FY 13/14	FY14/15 Working
		Year End	Year End	Working	FY13	Working	FY 14
		Audited	Audited	Budget	Appropriation	Budget	Appropriation
				Approved		approved	
ACCT #	Account Name	B	C	E	F		G
Class 70	CAPITAL MAINTENANCE & REPAIR FUND						
	CAPITAL MAINTENANCE & REPAIR REVENUE						
	M & R LEVY						
70-3001	Interest on Investments						
70-3202	GRANT FUNDS						
70-3702	TOTAL						
	CAPITAL MAINTENANCE & REPAIR EXPENDITURES						
70-7301	MAJOR REPAIRS					0	0
70-7301							
70-7400	OTHER CAPITAL EXPENDITURES						
7401	Furniture repair					1,500	10,000
7401	Parking Lot Repair					6,500	
7403	Building Repair					10,000	25,000
7404	Landscape					3,000	5,000
7405	Memorials					1,000	1,500
7406	OTHER EXPENDITURES					10,000	25,000
	Total					32,000	66,500
70-7500	Special Projects						
7501	Computer purchase balance					40,000	
7502	Proxy Key System					20,000	
7503	Interior Security Cameras					20,000	
7504	Update Exterior Cameras					20,000	
7505	Computer Monitor/CPU Holders					4,300	
	Total					104,300	
	FUND BALANCE, MAY 1					320,267	383,967
	FUND BALANCE, APRIL 30					383,967	317,467

(transfer of \$200,000 at end of FY 12/13, following au

VILLAGE OF CAROL STREAM
PROPOSED 2013 PROPERTY TAX LEVY
(Collected in 2014)

	2012 Taxes <u>Extended</u>	2013 Proposed <u>Levy</u>	\$ <u>Inc/(Dec)</u>	% <u>Inc/(Dec)</u>
VILLAGE LEVY:				
Operating	\$ -	\$ -	\$ -	0.0%
Bond Payments	-	-	-	0.0%
Total	-	-	-	0.0%
LIBRARY LEVY:				
Operating				
Corporate	\$ 3,112,205	\$ 3,068,500	\$ (43,705)	
IMRF	212,376	212,000	(376)	
Audit	6,778	11,000	4,222	
Tort/Liab	18,074	25,000	6,926	
Social Security	119,744	115,000	(4,744)	
Operating Total	\$ 3,469,177	\$ 3,431,500	\$ (37,677)	-1.1%
Bond Payments	-	-	-	0.0%
Total	3,469,177	3,431,500	(37,677)	-1.1%
TOTAL, VILLAGE AND LIBRARY				
Operating ¹	\$ 3,469,177	\$ 3,431,500	\$ (37,677)	-1.1%
Bond Payments	-	-	-	0.0%
Total	\$ 3,469,177	\$ 3,431,500	\$ (37,677)	-1.1%

¹ Total operating increase is subject to required public hearing under the Truth in Taxation Act if percentage increase, excluding debt, is greater than 5.0% of taxes extended in 2012.

Village of Carol Stream
Interdepartmental Memo

TO: Trustees

FROM: Frank Saverino, Sr., Mayor *FS SR*

DATE: September 24, 2013

RE: Plan Commission/Zoning Board of Appeals Appointment

The recent resignation of Ralph Smoot from the Plan Commission/Zoning Board of Appeals (PC/ZBA) has caused a vacancy. I am recommending the appointment of John Meneghini to the PC/ZBA for the balance of a term expiring on October 31, 2013. I am also requesting your concurrence with the appointment of Mr. Meneghini to a full term commencing on November 1, 2013 and expiring October 31, 2018. Mr. Meneghini has lived in the community for twenty-two years and is employed by DuPage County.

Your concurrence with this appointment is requested.

cc: John Meneghini
Plan Commission/Zoning Board of Appeals

APPLICATION FOR POSITION WITH CAROL STREAM
PLAN COMMISSION/ZONING BOARD OF APPEALS

DATE: 9-24-2013

NAME: JOHN MENECHINI

ADDRESS: _____

PHONE NO: _____ WORK PHONE: _____ AGE: _____

(All applicants must be 18 years of age)

NO. OF YEARS RESIDING IN CAROL STREAM: 22

(Illinois State Statute requires all commission appointees reside in the community for at least one year).

EMPLOYER: DUPAGE COUNTY JOB TITLE: PROCUREMENT OFFICER

I BELIEVE THAT I CAN BE OF ASSISTANCE TO MY COMMUNITY AND TO THIS COMMISSION BECAUSE:

My ability to deal well with people is one of my primary
attributes. Over 20 years in Carol Stream enabling me to relate
to people who work and live in the Village.
I also have extensive business experience in procurement
management, administrative management and project management.

John Meneghini
SIGNATURE OF APPLICANT

Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: Ann Delort - Secretary *AD*
DATE: September 19, 2013
RE: ***Raffle License Request***
Glenbard North High School

Glenbard North High School volleyball team is competing to support the Susan G. Komen "Volley for a Cure" on Tuesday, October 8, 2013 from 4:00 pm – 9:00 pm and has submitted a raffle license application to sell raffle tickets. Raffle tickets will be sold for \$2 each. All proceeds from the raffle will go to the Susan G. Komen Breast Cancer Research Foundation.

In addition to the raffle approval, the attached letter is also requesting a waiver of both the license fee and manager's fidelity bond. The Raffle License Application is available in the Clerk's office for the Board's review.

Please place this on the agenda for the October 7, 2013 Board meeting for the Board's approval.

Enclosure

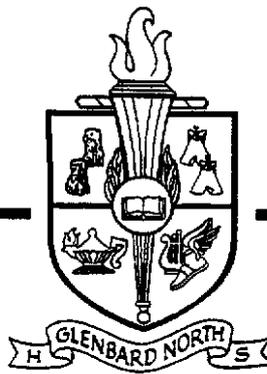
GLENBARD NORTH HIGH SCHOOL

990 Kuhn Road

Carol Stream, Illinois 60188

(630) 653-7000

Fax (630) 653-7259



Dr. John T. Mensik
Principal

September 18th, 2013

To Whom It May Concern,

On October 8th, 2013 the Glenbard North girls volleyball team will compete against Lake Park High School to support the Susan G Komen "Volley for a Cure" foundation.

Volley for the cure was created as a way to honor and celebrate the heroic fight against breast cancer. The promotion is dedicated to all the men and women who have been touched by breast cancer with the hopes that this devastating disease will one day be cured.

The Glenbard North Girls Volleyball team may be contacting you for donations to support the Susan G. Komen fundraiser. I would like to thank you in advance for any support that you are able to give the booster club and Glenbard North High School and the fight against breast cancer.

As a representative of Glenbard North High School I am requesting that the village waive the requirement for a managers fidelity bond. I would appreciate it if you would consider waiving the fee associated with requesting a raffle license. All proceeds from this event will be donated to the Susan G. Komen Breast Cancer Research Foundation.

If you have any questions or concerns please contact me at 1-630-681-3189.

Thank you in advance for supporting Glenbard North Athletics and our student athletes.

Sincerely,

A handwritten signature in black ink that reads "Matthew Bowser".

Matthew Bowser
Assistant Principal of Athletics

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 7, 2013**

AGENDA ITEM
L-1 10-7-13

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
AMERICAN EXPRESS MERCHANT SERVICES					
AMEX MERCHANT FEES AUG/2013	10.09	04103100-52221	UTILITY BILL PROCESSING	857-3 AUG/2013	
AMEX MERCHANT FEES AUG/2013	10.09	04203100-52221	UTILITY BILL PROCESSING	857-3 AUG/2013	
AMEX MERCHANT FEES AUG/2013	25.08	04203100-52221	UTILITY BILL PROCESSING	969-3 AUG/2013	
AMEX MERCHANT FEES AUG/2013	25.09	04103100-52221	UTILITY BILL PROCESSING	969-3 AUG/2013	
	70.35				
AMERICAN LEGAL PUBLISHING CORP					
ON LINE CODE RENEWAL OF ORDINANCES	52.50	01580000-52234	DUES & SUBSCRIPTIONS	94571	
	52.50				
AMERICAN ROAD MAINTENANCE					
	6,010.21	11-21344	RETAINAGE AMERICAN ROAD MAINT	14960	20140002
REJUVENATOR CONTRACT 13/14	1,153.14	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	14959	20140002
REJUVENATOR CONTRACT 13/14	21,435.71	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	14956	20140002
REJUVENATOR CONTRACT 13/14	35,746.94	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	14960	20140002
	64,346.00				
AUTO TRUCK GROUP					
INVEST COMMANDER VEH #610	843.00	01662400-54412	OTHER EQUIPMENT	1168334	
INVEST COMMANDER VEH #610	894.00	01662400-53350	SMALL EQUIPMENT EXPENSE	1168334	
INVEST COMMANDER VEH #610	1,800.00	01662400-52212	AUTO MAINTENANCE & REPAIR	1168334	
INVEST UNMARKED SUV #685 DETAILED	2,560.00	01662400-52212	AUTO MAINTENANCE & REPAIR	1080889	
INVEST UNMARKED SUV #685 DETAILED	3,883.00	01662400-53350	SMALL EQUIPMENT EXPENSE	1080889	
INVEST UNMARKED SUV #685 DETAILED	4,443.00	01662400-54412	OTHER EQUIPMENT	1080889	
	14,423.00				
B & F CONSTRUCTION CODE SERVICES, INC					
PLAN REVIEW 106 E NORTH AVE	374.50	01643700-52253	CONSULTANT	37947	
PLAN REVIEW 503 THORNHILL DR #A	1,369.37	01643700-52253	CONSULTANT	38016	
PLUMBING INSPECTIONS FOR AUGUST 2013	1,703.20	01643700-52253	CONSULTANT	37862	
	3,447.07				

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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
BANK OF AMERICA MERCHANT SERVICES					
CC MERCHANT FEES AUG/2013	1.25	04103100-52221	UTILITY BILL PROCESSING	0887-AUG/2013	
CC MERCHANT FEES AUG/2013	1.25	04203100-52221	UTILITY BILL PROCESSING	0887-AUG/2013	
CC MERCHANT FEES AUG/2013	496.51	04103100-52221	UTILITY BILL PROCESSING	2882 AUG/2013	
CC MERCHANT FEES AUG/2013	496.52	04203100-52221	UTILITY BILL PROCESSING	2882 AUG/2013	
	<u>995.53</u>				
BAXTER & WOODMAN INC					
RAW SEWAGE PUMP EVALUATION	82.50	04101100-52253	CONSULTANT	0170574	
	<u>82.50</u>				
BRIAN CLUEVER					
PER DIEM FOR AWARDS 10/21-22/2013	84.00	01660100-52223	TRAINING	IACP AWARDS	
	<u>84.00</u>				
BRIAN COOPER					
PER DIEM FOR AWARDS 10/21-22 2013	84.00	01660100-52223	TRAINING	IACP AWARDS	
	<u>84.00</u>				
BRIAN PLACKETT					
PER DIEM AWARDS 10/21-22 2013	84.00	01660100-52223	TRAINING	IACP AWARDS	
	<u>84.00</u>				
COMCAST CABLE					
SERV FOR OCT/2013	79.90	01652800-52234	DUES & SUBSCRIPTIONS	0010112 9/20/13	
SERV FRM 9/26 - 10/25 2013	4.23	01652800-52234	DUES & SUBSCRIPTIONS	0113254 9/19/13	
	<u>84.13</u>				

**Village of Carol Stream
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
COMED					
SERV FOR 8/9 - 9/9 2013	26.91	01670600-52248	ELECTRICITY	6827721000SEPT/13	
SERV FRM 08/22 - 09/20 2013	96.54	01670600-52248	ELECTRICITY	5838596003SEPT/13	
SERV FRM 08/26 - 09/24 2013	110.32	01670600-52248	ELECTRICITY	2127117053SEPT/13	
SERV FRM 08/26 THRU 09/25 2013	171.51	01670300-53213	STREET LIGHT ELECTRICITY	0815164035SEPT/13	
SERV FRM 7/22 - 9/19 2013	1,053.18	01670300-53213	STREET LIGHT ELECTRICITY	5853045025SEPT/13	
SERV FRM 8/19 - 9/17 2013	93.26	01670600-52248	ELECTRICITY	6337409002SEPT/13	
SERV FRM 8/19 - 9/18 2013	34.89	04201600-52248	ELECTRICITY	2514004009SEPT/13	
SERV FRM 8/19 - 9/18 2013	217.72	01670300-53213	STREET LIGHT ELECTRICITY	6213120002SEPT/13	
SERV FRM 8/19 - 9/19 2013	358.32	04101500-52248	ELECTRICITY	2496057000SEPT/13	
SERV FRM 8/20 - 9/18 2013	73.04	01670300-53213	STREET LIGHT ELECTRICITY	3153036011SEPT/13	
SERV FRM 8/20 - 9/18 2013	46.30	01670300-53213	STREET LIGHT ELECTRICITY	6597112015SEPT/13	
SERV FRM 8/20 - 9/18 2013	672.23	04201600-52248	ELECTRICITY	0300009027SEPT/13	
SERV FRM 8/20 - 9/18 2013	15.26	01670600-52248	ELECTRICITY	4483019016SEPT/13	
SERV FRM 8/20 - 9/19 2013	15.26	01670600-52248	ELECTRICITY	0803155026SEPT/13	
SERV FRM 8/20 - 9/19 2013	101.25	01670300-53213	STREET LIGHT ELECTRICITY	6675448009SEPT/13	
SERV FRM 8/20 - 9/19 2013	106.01	01670600-52248	ELECTRICITY	1865134015SEPT/13	
SERV FRM 8/20 - 9/18 2013	65.00	01670300-53213	STREET LIGHT ELECTRICITY	0030086009SEPT/13	
SERV FRM 8/21 - 9/18 2013	37.18	04101500-52248	ELECTRICITY	2073133107SEPT/13	
SERV FRM 8/21 - 9/19 2013	49.75	04101500-52248	ELECTRICITY	0291093117SEPT/13	
SERV FRM 8/21 - 9/20 2013	24.13	01670300-53213	STREET LIGHT ELECTRICITY	1603109101SEPT/13	
SERV FRM 8/21 - 9/20 2013	31.50	01662300-52298	ATLE SERVICE FEE	4202129060SEPT/13	
SERV FRM 8/20 - 9/18 2013	19.49	01670300-53213	STREET LIGHT ELECTRICITY	1043062112SEPT/13	
	3,419.05				
CONSTELLATION NEW ENERGY					
SERV FRM 08/20 - 09/17 2013	1,823.66	04201600-52248	ELECTRICITY	11642044-0001 09/24	
SERV FRM 08/20 THRU 09/18 2013	1,749.65	01670300-53213	STREET LIGHT ELECTRICITY	11617093-0001 09/21	
SERV FRM 08/20 THRU 09/18 2013	1,921.23	04201600-52248	ELECTRICITY	11621725-0001 9/21	
	5,494.54				

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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
DANIEL STAFEIJ					
PER DIEM FOR AWARDS 10/21-22 2013	84.00	01660100-52223	TRAINING	IACP AWARDS	
	<u>84.00</u>				
DATACOM SOFTWARE SOLUTIONS					
UPDATE ELECTRONIC COMPLAINT FORMS	449.00	01662700-53317	OPERATING SUPPLIES	9/17/13	
	<u>449.00</u>				
DAVID G BAKER					
VLG BOARD MTG TELECAST 9/16/13	105.00	01650100-52253	CONSULTANT	091613	
	<u>105.00</u>				
DUPAGE COUNTY					
DATA PROCESSING FEES PD AUGUST/2013	250.00	01662600-52247	DATA PROCESSING	2252	
	<u>250.00</u>				
DUPAGE MAYORS AND MANAGERS CONFERENCE					
LEG BOARD ANNUAL GOLF OUTING/MTG	130.00	01520000-52222	MEETINGS	7592	
SEPT BUS MTG BREINIG, MODAFF	40.00	01590000-52222	MEETINGS	7636	
SEPT BUS MTG BREINIG, MODAFF	40.00	01670100-52222	MEETINGS	7636	
	<u>210.00</u>				
DUPAGE WATER COMMISSION					
OPER/MTC COSTS FOR AUG/13	422,914.24	04201600-52283	DUPAGE CTY WATER COMMISSION	10150	
	<u>422,914.24</u>				
F H PASCHEN					
SALT DOME ROOF RPLMNT-FRM 8/1-8/31 2013	12,799.97	11740000-55487	FACILITY CAPITAL IMPROVEMENT	1550-089-2F	20140025
SLUDGE BLDG ROOF REPLACEMENT	38,278.93	04101100-54480	CONSTRUCTION	1550-090-1	
	<u>51,078.90</u>				
FEDEX					
INV SUMMARY SEPT 11 2013	15.52	01610100-52229	POSTAGE	2-397-83323	
	<u>15.52</u>				

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FULTON TECHNOLOGIES					
BATTERY REPLACEMENT -SIRENS	1,422.72	01660100-52244	MAINTENANCE & REPAIR	U-20130798	
	<u>1,422.72</u>				
GALLS					
BALLISTIC VEST/ SHIPPING	48.80	01662700-53324	UNIFORMS	001014841	
BALLISTIC VEST/ SHIPPING	1,218.00	01662400-53324	UNIFORMS	001014841	
BALLISTIC VEST/ SHIPPING	1,827.00	01662700-53324	UNIFORMS	001014841	
	<u>3,093.80</u>				
GOVTEMPSUSA LLC					
SEASONAL PROPERTY MTC INSPEC-09/08	448.00	01642100-52253	CONSULTANT	1409455	20140005
SEASONAL PROPERTY MTC INSPEC-09/15	490.00	01642100-52253	CONSULTANT	1409456	20140005
	<u>938.00</u>				
H & H ELECTRIC COMPANY					
EMERGENCY ST LIGHT REPAIR NW BRITTON	3,399.68	01670300-52271	STREET LIGHT MAINTENANCE	21826	
	<u>3,399.68</u>				
HEALTH MAINTENANCE INSTITUTE OF ILLINOIS INC					
HEALTHY COOKING DEMO BIGGEST WINNER COI	600.00	01600000-52340	WELLNESS PROGRAM	3843	
	<u>600.00</u>				
IPELRA					
CARYL REBHOLZ REGIS ANNL CONF 10/20-23 201	375.00	01600000-52223	TRAINING	IPELRA 2013 CONF	
	<u>375.00</u>				
IRMA					
AUGUST MONTHLY DEDUCTIBLE	2,400.08	01650100-52215	INSURANCE DEDUCTIBLES	12659	
AUGUST OPTIONAL DEDUCTIBLE	2,149.10	01650100-52215	INSURANCE DEDUCTIBLES	12636	
	<u>4,549.18</u>				

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IEPA					
IEPA LOAN PAYMENT	51,815.66	04100100-56491	LOAN INTEREST	BILL #18	
IEPA LOAN PAYMENT	162,509.53	04100100-56490	LOAN PRINCIPAL	BILL #18	
	<u>214,325.19</u>				
ILLINOIS SECRETARY OF STATE					
TINA JAGERS NOTARY COMM REGISTRATION	10.00	01662600-52234	DUES & SUBSCRIPTIONS	NW COMM REGIS	
	<u>10.00</u>				
JAMESON LANDSCAPING SERVICES INC					
FY14 LANDSCAPE MTC CONTRACT-SEPT/2013	13,925.00	01670400-52272	PROPERTY MAINTENANCE	4649	20140009
	<u>13,925.00</u>				
JOHN L FIOTI					
SEPT 11TH ATLE/ADM TOW HEARINGS	187.50	01662300-52310	ATLE LEGAL ADJUDICATION	C.S 56	
SEPT 11TH ATLE/ADM TOW HEARINGS	225.00	01570000-52312	PROSECUTION DUI	C.S 56	
	<u>412.50</u>				
JP MORGAN CHASE BANK, NA					
CHASE ACCT ANALYSIS FEE AUG/2013	205.80	04103100-52221	UTILITY BILL PROCESSING	9101-AUG/2013	
CHASE ACCT ANALYSIS FEE AUG/2013	205.81	04203100-52221	UTILITY BILL PROCESSING	9101-AUG/2013	
	<u>411.61</u>				
KAKNES LANDSCAPE SUPPLY, INC					
TREE WATER BAGS	570.00	01670700-52268	TREE MAINTENANCE	123983	
TREE WATER BAGS	5,130.00	01670700-52281	EAB REMOVAL/REPLACEMENT	123983	
	<u>5,700.00</u>				

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KLEIN, THORPE & JENKINS, LTD					
LEGAL SRV'S AUGUST 2013	370.50	04100100-52238	LEGAL FEES	165536 AUG/13	
LEGAL SRV'S AUGUST 2013	370.50	04200100-52238	LEGAL FEES	165536 AUG/13	
LEGAL SRV'S AUGUST 2013	3,579.00	11740000-52238	LEGAL FEES	165536 AUG/13	
LEGAL SRV'S AUGUST 2013	11,142.87	01570000-52238	LEGAL FEES	165536 AUG/13	
	15,462.87				
LAUREEN A ROSE LCSW					
CLINICAL CONSULTATION 08/02/13 M THOMAS	200.00	01662500-52223	TRAINING	MBT08022013	
CLINICAL CONSULTATION 9/27 M THOMAS	200.00	01662500-52223	TRAINING	MBT09272013	
	400.00				
NICOR					
SERV FRM 08/27 THRU 09/25 2013	23.12	04101500-52277	HEATING GAS	14 30 94 70202SEPT13	
	23.12				
NMI					
CC GATEWAY FEES AUG/2013	64.40	04103100-52221	UTILITY BILL PROCESSING	249498216	
CC GATEWAY FEES AUG/2013	64.40	04203100-52221	UTILITY BILL PROCESSING	249498216	
	128.80				
NOTARIES ASSOCIATION OF ILL INC					
NEW REGISTRATION NOTARY COMMISSION	38.00	01662600-52234	DUES & SUBSCRIPTIONS	TINA JAGERS	
	38.00				
OMI					
3RD & FINAL PYMNT #2 PRIMARY SCREW PUMP	292,518.91	04101100-54480	CONSTRUCTION	57088	
	292,518.91				
PREFORM TRAFFIC CONTROL SYSTEMS LTD					
PAVEMENT MARKING	12,258.12	01670300-52272	PROPERTY MAINTENANCE	9985	
	12,258.12				

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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
SERVICE EXPRESS INC					
EQUIPMENT SUPPORT FRM 9/4/13-04/30/14	2,225.85	01652800-54412	OTHER EQUIPMENT	174028	
	2,225.85				
SIKICH LLP					
FY13 AUDIT	4,000.00	01520000-52237	AUDIT FEES	167928	
	4,000.00				
SOUTH SUBURBAN BUILDING OFFICIALS ASSN					
REGIS FOR TRNG STEVE MARTIN	50.00	01643700-52223	TRAINING	OCT 30 TRNG	
	50.00				
STRAND & ASSOCIATES					
SANITARY SEWER BASIN #23 AUG 1 -31 2013	1,170.00	04101500-52244	MAINTENANCE & REPAIR	0100237	20140018
	1,170.00				
TESTING SERVICE CORP					
TESTING SERVICES CONTRACT 5/17-6/17 2013	2,300.00	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	N092109	20140003
	2,300.00				
THIRD MILLENIUUM ASSOCIATES INCORPORATED					
2013 PROGM/SYTM SETUP FOLLOW UP	3,000.00	01612900-53315	PRINTED MATERIALS	16185	
WATER BILLS SEPTEMBER 2013	1,250.85	04103100-52221	UTILITY BILL PROCESSING	16183	
WATER BILLS SEPTEMBER 2013	1,250.85	04203100-52221	UTILITY BILL PROCESSING	16183	
	5,501.70				
THOMAS F HOWARD JR					
LEGAL SRV FRM 8/28 - 9/29 2013	7,428.75	01570000-52238	LEGAL FEES	208	
	7,428.75				
TRANSYSTEMS CORPORATION					
ENGR DESIGN SRV KUHN RD LAFO	4,580.62	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	2521740-5	20140007
FAIR OAKS RD BIKE PATH	4,127.93	11740000-55486	.ROADWAY CAPITAL IMPROVEMENT	2521737-24	
	8,708.55				

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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
TRI R SYSTEMS INC					
TROUBLE SHOOT PUMP #4	375.00	04201600-52244	MAINTENANCE & REPAIR	3688	
UPGRADE TALL OAKS STATION	7,500.00	04101500-54412	OTHER EQUIPMENT	3683	20140023
	7,875.00				
TRISOURCE SOLUTIONS LLC					
CC MERCHANT FEES AUG/2013	617.94	04103100-52221	UTILITY BILL PROCESSING	7833-AUG/2013	
CC MERCHANT FEES AUG/2013	617.94	04203100-52221	UTILITY BILL PROCESSING	7833-AUG/2013	
	1,235.88				
VERIZON WIRELESS					
SERV FROM AUG 14 - SEPT 13 2013	20.17	01642100-52230	TELEPHONE	9711552197 9/13/13	
SERV FROM AUG 14 - SEPT 13 2013	20.17	01643700-52230	TELEPHONE	9711552197 9/13/13	
SERV FROM AUG 14 - SEPT 13 2013	20.17	01662500-52230	TELEPHONE	9711552197 9/13/13	
SERV FROM AUG 14 - SEPT 13 2013	71.38	01600000-52230	TELEPHONE	9711552197 9/13/13	
SERV FROM AUG 14 - SEPT 13 2013	73.47	01610100-52230	TELEPHONE	9711552197 9/13/13	
SERV FROM AUG 14 - SEPT 13 2013	73.47	01690100-52230	TELEPHONE	9711552197 9/13/13	
SERV FROM AUG 14 - SEPT 13 2013	76.99	01622200-52230	TELEPHONE	9711552197 9/13/13	
SERV FROM AUG 14 - SEPT 13 2013	93.64	01680000-52230	TELEPHONE	9711552197 9/13/13	
SERV FROM AUG 14 - SEPT 13 2013	115.49	01620100-52230	TELEPHONE	9711552197 9/13/13	
SERV FROM AUG 14 - SEPT 13 2013	131.76	04101500-52230	TELEPHONE	9711552197 9/13/13	
SERV FROM AUG 14 - SEPT 13 2013	149.49	04200100-52230	TELEPHONE	9711552197 9/13/13	
SERV FROM AUG 14 - SEPT 13 2013	154.15	04201600-52230	TELEPHONE	9711552197 9/13/13	
SERV FROM AUG 14 - SEPT 13 2013	189.83	01662300-52230	TELEPHONE	9711552197 9/13/13	
SERV FROM AUG 14 - SEPT 13 2013	221.79	01650100-52230	TELEPHONE	9711552197 9/13/13	
SERV FROM AUG 14 - SEPT 13 2013	252.13	01652800-52230	TELEPHONE	9711552197 9/13/13	
SERV FROM AUG 14 - SEPT 13 2013	374.86	01664700-52230	TELEPHONE	9711552197 9/13/13	
SERV FROM AUG 14 - SEPT 13 2013	554.85	01662400-52230	TELEPHONE	9711552197 9/13/13	
SERV FROM AUG 14 - SEPT 13 2013	580.12	01660100-52230	TELEPHONE	9711552197 9/13/13	
SERV FROM AUG 14 - SEPT 13 2013	725.71	01670100-52230	TELEPHONE	9711552197 9/13/13	
SERV FROM AUG 14 - SEPT 13 2013	1,047.73	01662700-52230	TELEPHONE	9711552197 9/13/13	
	4,947.37				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on October 7, 2013**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
VILLAGE OF CAROL STREAM					
SERV FRM 08/09 - 09/06 2013	0.16	04101500-53220	WATER	732268/20871	
SERV FRM 08/09 THRU 09/08 2013	288.20	01680000-53220	WATER	732272/20876	
SERV FRM 08/10 - 09/06 2013	44.26	04101500-53220	WATER	732269/20872	
SERV FRM 08/10 - 09/08 2013	31.40	01670100-53220	WATER	732270/20874	
SERV FRM 08/10 - 09/08 2013	35.16	01670100-53220	WATER	732271/20875	
SERV FRM 08/13 THRU 09/10 2013	2,091.08	01680000-53220	WATER	732273/20877	
SERV FRM 08/14 THRU 09/09 2013	50.98	01680000-53220	WATER	732274/20878	
	<u>2,541.24</u>				
WHEATON BANK AND TRUST					
UB & T CHARGES AUGUST 2013	267.33	04103100-52256	BANKING SERVICES	AUGUST 2013	
UB & T CHARGES AUGUST 2013	267.33	04203100-52256	BANKING SERVICES	AUGUST 2013	
UB & T CHARGES AUGUST 2013	462.68	01610100-52256	BANKING SERVICES	AUGUST 2013	
	<u>997.34</u>				
ZAC OF ALL TRADES					
INSP SERV'S 9/16/13	350.00	11740000-55489	MISCELLANEOUS CAP IMPR	INSP SERV'S 9/16	
	<u>350.00</u>				
GRAND TOTAL	<u><u>\$1,187,097.51</u></u>				

The preceding list of bills payable totaling \$1,187,097.51 was reviewed and approved for payment.

Approved by:



Joseph Breinig - Village Manager

Date: 10/4/13

Authorized by:

Frank Saverino Sr- Mayor

Beth Melody, Village Clerk

Date: _____

AGENDA ITEML-2 10-7-13**ADDENDUM WARRANTS
Sept 17, 2013 thru Oct 7, 2013**

Fund	Check #	Vendor	Description	Amount
General	A C H	Wheaton Bank & Trust	Payroll Sept 2, 2013 thru Sept 15, 2013	454,141.82
Water & Sewer	A C H	Wheaton Bank & Trust	Payroll Sept 2, 2013 thru Sept 15, 2013	35,631.75
General	A C H	Wheaton Bank & Trust	Payroll Sept 16, 2013 thru Sept 29, 2013	446,905.68
Water & Sewer	A C H	Wheaton Bank & Trust	Payroll Sept 16, 2013 thru Sept 29, 2013	34,888.46
General/ W& S	A C H	Ill Funds	I P B C for Nov 2013	<u>241,139.19</u>
				<u>1,212,706.90</u>

Approved this _____ day of _____, 2013

By: _____
Frank Saverino Sr - Mayor_____
Beth Melody - Village Clerk

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ASSIGNMENT OF A CONTRACT FOR THE PURCHASE OF 27W161 VALE ROAD, WEST CHICAGO, ILLINOIS

WHEREAS, the Corporate Authorities of the Village of Carol Stream, DuPage County, Illinois (the "**Village**"), have determined that it is in the best interests of the Village and its residents, to purchase and acquire, in the name of the Village, the real property commonly known as 27W161 Vale Road, West Chicago, Illinois (the "**Subject Property**") for redevelopment purposes;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village, that:

SECTION 1. The above Preambles are hereby incorporated herein and made a part of and are operative provisions of this Resolution, as if fully and completely repeated at length herein.

SECTION 2. The Mayor and Board of Trustees of the Village of Carol Stream, DuPage County, hereby accept the assignment of Real Estate Contract and Rider, dated September 9, 2013, including all provisions modified through Attorney's approval and including all contingencies contained therein. A copy of the contract and rider are attached hereto as Exhibit A and made a part hereof. . The Subject Property is legally described as follows:

LOT 26 (EXCEPT WEST 85 FEET) AND THE WEST 77 FEET AS MEASURED ON THE NORTH AND SOUTH LINES OF LOT 27 IN MARDON ACRES, BEING A SUBDIVISION OF THE PART OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN,

ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 4, 1948
AS DOCUMENT 555355, IN DUPAGE COUNTY, ILLINOIS.

PERMANENT INDEX NUMBERS: 01-36-204-001

SECTION 3. This Resolution shall take effect from and after its adoption and approval
in the manner provided by law.

ADOPTED this 7th day of October, 2013, pursuant to a roll call vote of the Corporate
Authorities of the Village of Carol Stream as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of October, 2013 by the Mayor of the Village of Carol
Stream.

Frank Saverino, Sr., Mayor

(SEAL)

ATTEST:

Beth Melody, Village Clerk

EXHIBIT "A"



MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 5.0



1 1. THE PARTIES: Buyer and Seller are hereinafter referred to as the "Parties".

2 Buyer(s) (Please Print) James Rhodes or his assignee

3 Seller(s) (Please Print) Owner of Record

4 If Dual Agency applies, complete Optional Paragraph 41.

5 2. THE REAL ESTATE: Real Estate shall be defined as the Property, all improvements, the fixtures and
6 Personal Property included therein. Seller agrees to convey to Buyer or to Buyer's designated grantee, the
7 Real Estate with the approximate lot size or acreage of 424x219x417x217 commonly known as:

8 27 W 161 Vale Road West Chicago Illinois 60185
9 Address City State Zip

10 Du Page 01-36-204-001
11 County Unit # (if applicable) Permanent Index Number(s) of Real Estate

12 If Condo/Coop/Townhome Parking is Included: # of space(s) ; identified as Space(s) # N/A
13 (check type) deeded space limited common element assigned space:

14 3. FIXTURES AND PERSONAL PROPERTY: All of the fixtures and included Personal Property are owned by
15 Seller and to Seller's knowledge are in operating condition on the Date of Acceptance, unless otherwise
16 stated herein. Seller agrees to transfer to Buyer all fixtures, all heating, electrical, plumbing and well systems
17 together with the following items of Personal Property by Bill of Sale at Closing:

18 [Check or enumerate applicable items]

- 19 Refrigerator Central Air Conditioning Central Humidifier Light Fixtures, as they exist
- 20 Oven/Range/Stove Window Air Conditioners Water Softener (owned) Built-in or Attached Shelving
- 21 Microwave 6 Ceiling Fan(s) Sump Pumps All Window Treatments & Hardware
- 22 Dishwasher Intercom System Electronic or Media Air Filter Existing Storms & Screens
- 23 Garbage Disposal TV Antenna System Central Vac & Equipment Fireplace Screens/Doors/Grates
- 24 Trash Compactor Satellite Dish Security Systems (owned) Fireplace Gas Logs
- 25 Washer Outdoor Shed Garage Door Openers Invisible Fence System, Collars & Box
- 26 Dryer Planted Vegetation with all Transmitters Smoke Detectors
- 27 Attached Gas Grill Outdoor Playsets All Tacked Down Carpeting Carbon Monoxide Detectors

28 Other items included: Chandelier in dining room, back up sump pump

29 Items NOT included: None

30 Seller warrants to Buyer that all fixtures, systems and Personal Property included in this Contract shall be in
31 operating condition at Possession, except: None

32 A system or item shall be deemed to be in operating condition if it performs the function for which it is
33 intended, regardless of age, and does not constitute a threat to health or safety.

34 Home Warranty shall shall not be included at a Premium not to exceed \$.

35 4. PURCHASE PRICE: Purchase Price of \$ 305,000.00 shall be paid as follows: Initial earnest money
36 of \$ 5,000.00 by check, cash OR note due on September 3, 2013 to be increased
37 to a total of \$ 20,000.00 by October 10, 2013. The earnest money shall be held by the
38 [check one] Seller's Broker Buyer's Broker as "Escrowee", in trust for the mutual benefit of the Parties.
39 The balance of the Purchase Price, as adjusted by prorations, shall be paid at Closing by wire transfer of

Buyer Initial <u>JR</u>	Buyer Initial <u> </u>	Seller Initial <u>JR</u>	Seller Initial <u> </u>
Address <u>27 W 161 Vale Road</u>		<u>West Chicago</u>	<u>Illinois</u> <u>60185</u> <u>v5.0e</u>

40 funds, or by certified, cashier's, mortgage lender's or title company's check (provided that the title company's
41 check is guaranteed by a licensed title insurance company).

42 5. **CLOSING:** Closing or escrow payout shall be on October 21, 2013 or at such time as mutually
43 agreed by the Parties in writing. Closing shall take place at the escrow office of the title company (or its
44 issuing agent) that will issue the Owner's Policy of Title Insurance, situated nearest the Real Estate or as shall
45 be agreed mutually by the Parties.

46 6. **POSSESSION:** Unless otherwise provided in Paragraph 39, Seller shall deliver possession to Buyer at the
47 time of Closing. Possession shall be deemed to have been delivered when Seller has vacated the Real Estate
48 and delivered keys to the Real Estate to Buyer or to the office of the Seller's Broker.

49 7. **STATUTORY DISCLOSURES:** If applicable, prior to signing this Contract, Buyer [check one] has has
50 not received a completed Illinois Residential Real Property Disclosure Report; [check one] has has not
51 received the EPA Pamphlet, "Protect Your Family From Lead in Your Home"; [check one] has has not
52 received a Lead-Based Paint Disclosure; [check one] has has not received the IEMA Pamphlet "Radon
53 Testing Guidelines for Real Estate Transactions"; [check one] has has not received the Disclosure of
54 Information on Radon Hazards.

55 8. **PRORATIONS:** Proratable items shall include, without limitation, rents and deposits (if any) from tenants;
56 Special Service Area or Special Assessment Area tax for the year of Closing only; utilities, water and sewer;
57 and Homeowner or Condominium Association fees (and Master/Umbrella Association fees, if applicable).
58 Accumulated reserves of a Homeowner/Condominium Association(s) are not a proratable item. Seller
59 represents that as of the Date of Acceptance Homeowner/Condominium Association(s) fees are \$N/A
60 per _____ (and, if applicable, Master/Umbrella Association fees are \$ _____ per _____). Seller agrees
61 to pay prior to or at Closing any special assessments (by any association or governmental entity) confirmed
62 prior to the Date of Acceptance. Installments due after the year of Closing for a Special Assessment Area or
63 Special Service Area shall not be a proratable item and shall be payable by Buyer. The general Real Estate
64 taxes shall be prorated as of the date of Closing based on 100 % of the most recent ascertainable full year
65 tax bill. All prorations shall be final as of Closing, except as provided in Paragraph 20. If the amount of the
66 most recent ascertainable full year tax bill reflects a homeowner, senior citizen or other exemption, a senior
67 freeze or senior deferral, then Seller has submitted or will submit in a timely manner all necessary
68 documentation to the appropriate governmental entity, before or after Closing, to preserve said exemption(s).

69 9. **ATTORNEY REVIEW:** Within five (5) Business Days after the Date of Acceptance, the attorneys for the
70 respective Parties, by Notice, may:

- 71 (a) Approve this Contract; or
- 72 (b) Disapprove this Contract, which disapproval shall not be based solely upon the Purchase Price; or
- 73 (c) Propose modifications except for the Purchase Price. If within ten (10) Business Days after the Date of
74 Acceptance written agreement is not reached by the Parties with respect to resolution of the proposed
75 modifications, then either Party may terminate this Contract by serving Notice, whereupon this Contract
76 shall be null and void; or
- 77 (d) Propose suggested changes to this Contract. If such suggestions are not agreed upon, neither Party may
78 declare this Contract null and void and this Contract shall remain in full force and effect.

79 Unless otherwise specified, all Notices shall be deemed made pursuant to Paragraph 9(c). If Notice is not
80 served within the time specified herein, the provisions of this paragraph shall be deemed waived by the
81 Parties and this Contract shall remain in full force and effect.

Buyer Initial <u>[Signature]</u>	Buyer Initial _____	Seller Initial <u>[Signature]</u>	Seller Initial _____
Address <u>27 W 161 Vale Road</u>		<u>West Chicago</u>	<u>Illinois</u> <u>60185</u> <u>v5.0e</u>

82 **10. PROFESSIONAL INSPECTIONS AND INSPECTION NOTICES:** Buyer may conduct at Buyer's expense
 83 (unless otherwise provided by governmental regulations) a home, radon, environmental, lead-based paint
 84 and/or lead-based paint hazards (unless separately waived), and/or wood destroying insect infestation
 85 inspection of the Real Estate by one or more licensed or certified inspection service(s).
 86 (a) Buyer agrees that minor repairs and routine maintenance items of the Real Estate do not constitute
 87 defects and are not a part of this contingency. **The fact that a functioning major component may be at**
 88 **the end of its useful life shall not render such component defective for purposes of this paragraph.**
 89 Buyer shall indemnify Seller and hold Seller harmless from and against any loss or damage caused by the
 90 acts or negligence of Buyer or any person performing any inspection. The home inspection shall cover
 91 only the major components of the Real Estate, including but not limited to central heating system(s),
 92 central cooling system(s), plumbing and well system, electrical system, roof, walls, windows, ceilings,
 93 floors, appliances and foundation. A major component shall be deemed to be in operating condition if it
 94 performs the function for which it is intended, regardless of age, and does not constitute a threat to health
 95 or safety. If radon mitigation is performed, Seller shall pay for any retest.
 96 (b) Buyer shall serve Notice upon Seller or Seller's attorney of any defects disclosed by any inspection for
 97 which Buyer requests resolution by Seller, together with a copy of the pertinent pages of the inspection
 98 reports within five (5) Business Days (ten (10) calendar days for a lead-based paint and/or lead-based
 99 paint hazard inspection) after the Date of Acceptance. If within ten (10) Business Days after the Date of
 100 Acceptance written agreement is not reached by the Parties with respect to resolution of all inspection
 101 issues, then either Party may terminate this Contract by serving Notice to the other Party, whereupon this
 102 Contract shall be null and void.
 103 (c) Notwithstanding anything to the contrary set forth above in this paragraph, in the event the inspection
 104 reveals that the condition of the Real Estate is unacceptable to Buyer and Buyer serves Notice to Seller
 105 within five (5) Business Days after the Date of Acceptance, this Contract shall be null and void.
 106 (d) Failure of Buyer to conduct said inspection(s) and notify Seller within the time specified operates as a
 107 waiver of Buyer's right to terminate this Contract under this Paragraph 10 and this Contract shall remain
 108 in full force and effect.

109 **11. MORTGAGE CONTINGENCY:** This Contract is contingent upon Buyer obtaining a firm written mortgage
 110 commitment (except for matters of title and survey or matters totally within Buyer's control) on or before
 111 _____, 20____ for a [check one] fixed adjustable; [check one] conventional FHA/VA
 112 (if FHA/VA is chosen, complete Paragraph 35) other _____ loan of _____% of Purchase
 113 Price, plus private mortgage insurance (PMI), if required. The interest rate (initial rate, if applicable) shall not
 114 exceed _____% per annum, amortized over not less than _____ years. Buyer shall pay loan origination fee
 115 and/or discount points not to exceed _____% of the loan amount. Buyer shall pay the cost of application,
 116 usual and customary processing fees and closing costs charged by lender. (Complete Paragraph 33 if closing
 117 cost credits apply.) Buyer shall make written loan application within five (5) Business Days after the Date of
 118 Acceptance. Failure to do so shall constitute an act of Default under this Contract. If Buyer, having applied
 119 for the loan specified above, is unable to obtain such loan commitment and serves Notice to Seller within
 120 the time specified, this Contract shall be null and void. If Notice of inability to obtain such loan
 121 commitment is not served within the time specified, Buyer shall be deemed to have waived this
 122 contingency and this Contract shall remain in full force and effect. Unless otherwise provided in
 123 Paragraph 31, this Contract shall not be contingent upon the sale and/or closing of Buyer's existing real
 124 estate. Buyer shall be deemed to have satisfied the financing conditions of this paragraph if Buyer obtains a
 125 loan commitment in accordance with the terms of this paragraph even though the loan is conditioned on the
 126 sale and/or closing of Buyer's existing real estate. If Seller at Seller's option and expense, within thirty (30)
 127 days after Buyer's Notice, procures for Buyer such commitment or notifies Buyer that Seller will accept a

Buyer Initial <u> </u>	Buyer Initial <u> </u>	Seller Initial <u> </u>	Seller Initial <u> </u>
Address <u>27 W. Vale Road, West Chicago, IL</u>			v5.0e

128 purchase money mortgage upon the same terms, this Contract shall remain in full force and effect. In such
129 event, Seller shall notify Buyer within five (5) Business Days after Buyer's Notice of Seller's election to
130 provide or obtain such financing, and Buyer shall furnish to Seller or lender all requested information and
131 shall sign all papers necessary to obtain the mortgage commitment and to close the loan.

132 **12. HOMEOWNER INSURANCE:** This Contract is contingent upon Buyer obtaining evidence of insurability for
133 an Insurance Service Organization HO-3 or equivalent policy at standard premium rates within ten (10)
134 Business Days after the Date of Acceptance. If Buyer is unable to obtain evidence of insurability and serves
135 Notice with proof of same to Seller within the time specified, this Contract shall be null and void. If
136 Notice is not served within the time specified, Buyer shall be deemed to have waived this contingency
137 and this Contract shall remain in full force and effect.

138 **13. FLOOD INSURANCE:** Unless previously disclosed in the Illinois Residential Real Property Disclosure
139 Report, Buyer shall have the option to declare this Contract null and void if the Real Estate is located in a
140 special flood hazard area which requires Buyer to carry flood insurance. If Notice of the option to declare
141 this Contract null and void is not given to Seller within ten (10) Business Days after the Date of
142 Acceptance or by the Mortgage Contingency deadline date described in Paragraph 11 (whichever is later),
143 Buyer shall be deemed to have waived such option and this Contract shall remain in full force and effect.
144 Nothing herein shall be deemed to affect any rights afforded by the Residential Real Property Disclosure Act.

145 **14. CONDOMINIUM/Common Interest Associations:** (If applicable) The Parties agree that the terms
146 contained in this paragraph, which may be contrary to other terms of this Contract, shall supersede any
147 conflicting terms.

148 (a) Title when conveyed shall be good and merchantable, subject to terms, provisions, covenants and
149 conditions of the Declaration of Condominium/Covenants, Conditions and Restrictions and all
150 amendments; public and utility easements including any easements established by or implied from the
151 Declaration of Condominium/Covenants, Conditions and Restrictions or amendments thereto; party wall
152 rights and agreements; limitations and conditions imposed by the Condominium Property Act;
153 installments due after the date of Closing of general assessments established pursuant to the Declaration
154 of Condominium/Covenants, Conditions and Restrictions.

155 (b) Seller shall be responsible for payment of all regular assessments due and levied prior to Closing and for
156 all special assessments confirmed prior to the Date of Acceptance.

157 (c) Buyer has, within five (5) Business Days from the Date of Acceptance, the right to demand from Seller
158 items as stipulated by the Illinois Condominium Property Act, if applicable, and Seller shall diligently
159 apply for same. This Contract is subject to the condition that Seller be able to procure and provide to
160 Buyer, a release or waiver of any option of first refusal or other pre-emptive rights of purchase created by
161 the Declaration of Condominium/Covenants, Conditions and Restrictions within the time established by
162 the Declaration of Condominium/Covenants, Conditions and Restrictions. In the event the
163 Condominium Association requires the personal appearance of Buyer and/or additional documentation,
164 Buyer agrees to comply with same.

165 (d) In the event the documents and information provided by Seller to Buyer disclose that the existing
166 improvements are in violation of existing rules, regulations or other restrictions or that the terms and
167 conditions contained within the documents would unreasonably restrict Buyer's use of the premises or
168 would result in financial obligations unacceptable to Buyer in connection with owning the Real Estate,
169 then Buyer may declare this Contract null and void by giving Seller Notice within five (5) Business Days
170 after the receipt of the documents and information required by Paragraph 14(c), listing those deficiencies
171 which are unacceptable to Buyer. If Notice is not served within the time specified, Buyer shall be deemed
172 to have waived this contingency, and this Contract shall remain in full force and effect.

Buyer Initial JL Buyer Initial _____ Seller Initial OK Seller Initial _____
Address 27 W. 161 Vale Road, West Chicago, IL _____ v5.0e

173 (e) Seller shall not be obligated to provide a condominium survey.
174 (f) Seller shall provide a certificate of insurance showing Buyer and Buyer's mortgagee, if any, as an insured.

175 **15. THE DEED:** Seller shall convey or cause to be conveyed to Buyer or Buyer's designated grantee good and
176 merchantable title to the Real Estate by recordable general Warranty Deed, with release of homestead rights,
177 (or the appropriate deed if title is in trust or in an estate), and with real estate transfer stamps to be paid by
178 Seller (unless otherwise designated by local ordinance). Title when conveyed will be good and merchantable,
179 subject only to: general real estate taxes not due and payable at the time of Closing; covenants, conditions
180 and restrictions of record; and building lines and easements, if any, provided they do not interfere with the
181 current use and enjoyment of the Real Estate.

182 **16. TITLE:** At Seller's expense, Seller will deliver or cause to be delivered to Buyer or Buyer's attorney within
183 customary time limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a
184 title commitment for an ALTA title insurance policy in the amount of the Purchase Price with extended
185 coverage by a title company licensed to operate in the State of Illinois, issued on or subsequent to the Date of
186 Acceptance, subject only to items listed in Paragraph 15. The requirement to provide extended coverage shall
187 not apply if the Real Estate is vacant land. The commitment for title insurance furnished by Seller will be
188 conclusive evidence of good and merchantable title as therein shown, subject only to the exceptions therein
189 stated. If the title commitment discloses any unpermitted exceptions or if the Plat of Survey shows any
190 encroachments or other survey matters that are not acceptable to Buyer, then Seller shall have said
191 exceptions, survey matters or encroachments removed, or have the title insurer commit to either insure
192 against loss or damage that may result from such exceptions or survey matters or insure against any court-
193 ordered removal of the encroachments. If Seller fails to have such exceptions waived or insured over prior to
194 Closing, Buyer may elect to take the title as it then is with the right to deduct from the Purchase Price prior
195 encumbrances of a definite or ascertainable amount. Seller shall furnish Buyer at Closing an Affidavit of Title
196 covering the date of Closing, and shall sign any other customary forms required for issuance of an ALTA
197 Insurance Policy.

198 **17. PLAT OF SURVEY:** Not less than one (1) Business Day prior to Closing, except where the Real Estate is a
199 condominium (see Paragraph 14) Seller shall, at Seller's expense, furnish to Buyer or Buyer's attorney a Plat
200 of Survey that conforms to the current Minimum Standards of Practice for boundary surveys, is dated not
201 more than six (6) months prior to the date of Closing, and is prepared by a professional land surveyor
202 licensed to practice land surveying under the laws of the State of Illinois. The Plat of Survey shall show
203 visible evidence of improvements, rights of way, easements, use and measurements of all parcel lines. The
204 land surveyor shall set monuments or witness corners at all accessible corners of the land. All such corners
205 shall also be visibly staked or flagged. The Plat of Survey shall include the following statement placed near
206 the professional land surveyor seal and signature: "This professional service conforms to the current Illinois
207 Minimum Standards for a boundary survey." A Mortgage Inspection, as defined, is not a boundary survey
208 and is not acceptable.

209 **18. ESCROW CLOSING:** At the election of either Party, not less than five (5) Business Days prior to Closing,
210 this sale shall be closed through an escrow with the lending institution or the title company in accordance
211 with the provisions of the usual form of Deed and Money Escrow Agreement, as agreed upon between the
212 Parties, with provisions inserted in the Escrow Agreement as may be required to conform with this Contract.
213 The cost of the escrow shall be paid by the Party requesting the escrow. If this transaction is a cash purchase
214 (no mortgage is secured by Buyer), the Parties shall share the title company escrow closing fee equally.

215 **19. DAMAGE TO REAL ESTATE OR CONDEMNATION PRIOR TO CLOSING:** If prior to delivery of the deed the
216 Real Estate shall be destroyed or materially damaged by fire or other casualty, or the Real Estate is taken by

Buyer Initial <u>JL</u>	Buyer Initial _____	Seller Initial <u>CA</u>	Seller Initial _____
Address 27 W 161 Vale Road, West Chicago, IL			v5.0e

217 condemnation, then Buyer shall have the option of either terminating this Contract (and receiving a refund of
218 earnest money) or accepting the Real Estate as damaged or destroyed, together with the proceeds of the
219 condemnation award or any insurance payable as a result of the destruction or damage, which gross
220 proceeds Seller agrees to assign to Buyer and deliver to Buyer at Closing. Seller shall not be obligated to
221 repair or replace damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of
222 the State of Illinois shall be applicable to this Contract, except as modified by this paragraph.

223 **20. REAL ESTATE TAX ESCROW:** In the event the Real Estate is improved, but has not been previously taxed
224 for the entire year as currently improved, the sum of three percent (3%) of the Purchase Price shall be
225 deposited in escrow with the title company with the cost of the escrow to be divided equally by Buyer and
226 Seller and paid at Closing. When the exact amount of the taxes to be prorated under this Contract can be
227 ascertained, the taxes shall be prorated by Seller's attorney at the request of either Party and Seller's share of
228 such tax liability after proration shall be paid to Buyer from the escrow funds and the balance, if any, shall be
229 paid to Seller. If Seller's obligation after such proration exceeds the amount of the escrow funds, Seller agrees
230 to pay such excess promptly upon demand.

231 **21. SELLER REPRESENTATIONS:** Seller represents that with respect to the Real Estate Seller has no
232 knowledge of nor has Seller received written notice from any governmental body regarding:
233 (a) zoning, building, fire or health code violations that have not been corrected;
234 (b) any pending rezoning;
235 (c) boundary line disputes;
236 (d) any pending condemnation or Eminent Domain proceeding;
237 (e) easements or claims of easements not shown on the public records;
238 (f) any hazardous waste on the Real Estate;
239 (g) any improvements to the Real Estate for which the required permits were not obtained;
240 (h) any improvements to the Real Estate which are not included in full in the determination of the most
241 recent tax assessment; or
242 (i) any improvements to the Real Estate which are eligible for the home improvement tax exemption.

243 Seller further represents that:

244 1. There [check one] is is not a pending or unconfirmed special assessment affecting the Real Estate by
245 any association or governmental entity payable by Buyer after date of Closing.
246 2. The Real Estate [check one] is is not located within a Special Assessment Area or Special Service
247 Area, payments for which will not be the obligation of Seller after the year in which the Closing occurs.
248 If any of the representations contained herein regarding a Special Assessment Area or Special Service
249 Area are unacceptable to Buyer, Buyer shall have the option to declare this Contract null and void. If
250 Notice of the option to declare this Contract null and void is not given to Seller within ten (10) Business
251 Days after the Date of Acceptance or by the Mortgage Contingency deadline date described in Paragraph
252 11 (whichever is later), Buyer shall be deemed to have waived such option and this Contract shall remain
253 in full force and effect. Seller's representations contained in this paragraph shall survive the Closing.

254 **22. CONDITION OF REAL ESTATE AND INSPECTION:** Seller agrees to leave the Real Estate in broom clean
255 condition. All refuse and personal property that is not to be conveyed to Buyer shall be removed from the
256 Real Estate at Seller's expense prior to delivery of Possession. Buyer shall have the right to inspect the Real
257 Estate, fixtures and included Personal Property prior to Possession to verify that the Real Estate,
258 improvements and included Personal Property are in substantially the same condition as of the Date of
259 Acceptance, normal wear and tear excepted.

Buyer Initial <u> </u>	Buyer Initial <u> </u>	Seller Initial <u> </u>	Seller Initial <u> </u>
Address <u>27 W 161 Vale Road, West Chicago, IL</u>			v5.0

260 **23. MUNICIPAL ORDINANCE, TRANSFER TAX, AND GOVERNMENTAL COMPLIANCE:**

261 (a) Parties are cautioned that the Real Estate may be situated in a municipality that has adopted a pre-closing
262 inspection requirement, municipal Transfer Tax or other similar ordinances. Transfer taxes required by
263 municipal ordinance shall be paid by the party designated in such ordinance.

264 (b) Parties agree to comply with the reporting requirements of the applicable sections of the Internal
265 Revenue Code and the Real Estate Settlement Procedures Act of 1974, as amended.

266 **24. BUSINESS DAYS/HOURS:** Business Days are defined as Monday through Friday, excluding Federal
267 holidays. Business Hours are defined as 8:00 A.M. to 6:00 P.M. Chicago time.

268 **25. FACSIMILE OR DIGITAL SIGNATURES:** Facsimile or digital signatures shall be sufficient for purposes of
269 executing, negotiating, and finalizing this Contract.

270 **26. DIRECTION TO ESCROWEE:** In every instance where this Contract shall be deemed null and void or if this
271 Contract may be terminated by either Party, the following shall be deemed incorporated: "and earnest money
272 refunded to Buyer upon written direction of the Parties to Escrowee or upon entry of an order by a court of
273 competent jurisdiction". There shall be no disbursement of earnest money unless Escrowee has been
274 provided written direction from Seller and Buyer. Absent a direction relative to the disbursement of earnest
275 money within a reasonable period of time, Escrowee may deposit funds with the Clerk of the Circuit Court
276 by the filing of an action in the nature of Interpleader. Escrowee shall be reimbursed from the earnest money
277 for all costs, including reasonable attorney fees, related to the filing of the Interpleader action. Seller and
278 Buyer shall indemnify and hold Escrowee harmless from any and all conflicting claims and demands arising
279 under this paragraph.

280 **27. NOTICE:** Except as provided in Paragraph 31(C)(2) regarding the manner of service for "kick-out"
281 Notices, all Notices shall be in writing and shall be served by one Party or attorney to the other Party or
282 attorney. Notice to any one of a multiple person Party shall be sufficient. Notice to all. Notice shall be given in
283 the following manner:

284 (a) By personal delivery; or

285 (b) By mailing to the addresses recited herein by regular mail and by certified mail, return receipt requested.
286 Except as otherwise provided herein, Notice served by certified mail shall be effective on the date of
287 mailing; or

288 (c) By facsimile transmission. Notice shall be effective as of date and time of the transmission, provided that
289 the Notice transmitted shall be sent on Business Days during Business Hours. In the event Notice is
290 transmitted during non-business hours, the effective date and time of Notice is the first hour of the next
291 Business Day after transmission; or

292 (d) By e-mail transmission if an e-mail address has been furnished by the recipient Party or the recipient
293 Party's attorney to the sending Party or is shown on this Contract. Notice shall be effective as of date and
294 time of e-mail transmission, provided that, in the event e-mail Notice is transmitted during non-business
295 hours, the effective date and time of Notice is the first hour of the next Business Day after transmission.
296 An attorney or Party may opt out of future e-mail Notice by any form of Notice provided by this
297 Contract; or

298 (e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day
299 following deposit with the overnight delivery company.

300 **28. PERFORMANCE:** Time is of the essence of this Contract. In any action with respect to this Contract, the
301 Parties are free to pursue any legal remedies at law or in equity and the prevailing Party in litigation shall be
302 entitled to collect reasonable attorney fees and costs from the non-prevailing Party as ordered by a court of
303 competent jurisdiction.

Buyer Initial <u>JK</u>	Buyer Initial _____	Seller Initial <u>CM</u>	Seller Initial _____
Address <u>27 W. 161 Vale Road, West Chicago, IL</u>			v5.0

304 29. CHOICE OF LAW/GOOD FAITH: All terms and provisions of this Contract including but not limited to the
305 Attorney Review and Professional Inspection Paragraphs shall be governed by the laws of the State of Illinois
306 and are subject to the covenant of good faith and fair dealing implied in all Illinois contracts.

307 30. OTHER PROVISIONS: This Contract is also subject to those OPTIONAL PROVISIONS initialed by the
308 Parties and the following attachments, if any: Rider dated even date between the Parties
309 _____

310 **OPTIONAL PROVISIONS: (Applicable ONLY if initialed by all Parties)**

311 NA

311 **31. SALE OF BUYER'S REAL ESTATE:**

312 [Initials]

313 (A) REPRESENTATIONS ABOUT BUYER'S REAL ESTATE: Buyer represents to Seller as follows:

314 (1) Buyer owns real estate commonly known as (address):
315 _____

316 (2) Buyer [check one] has has not entered into a contract to sell said real estate.

317 If Buyer has entered into a contract to sell said real estate, that contract:

318 (a) [check one] is is not subject to a mortgage contingency.

319 (b) [check one] is is not subject to a real estate sale contingency.

320 (c) [check one] is is not subject to a real estate closing contingency.

321 (3) Buyer [check one] has has not listed said real estate for sale with a licensed real estate broker and
322 in a local multiple listing service.

323 (4) If Buyer's real estate is not listed for sale with a licensed real estate broker and in a local multiple
324 listing service, Buyer [check one]

325 (a) Shall list said real estate for sale with a licensed real estate broker who will place it in a local
326 multiple listing service within five (5) Business Days after the Date of Acceptance.

327 [For information only] Broker: _____

328 Broker's Address: _____

328 Phone: _____

329 (b) Does not intend to list said real estate for sale.

330 (B) CONTINGENCIES BASED UPON SALE AND/OR CLOSE OF BUYER'S REAL ESTATE:

331 (1) This Contract is contingent upon Buyer having entered into a contract for the sale of Buyer's real
332 estate that is in full force and effect as of _____, 20____. Such contract should provide
333 for a closing date not later than the Closing Date set forth in this Contract. If Notice is served on or
334 before the date set forth in this subparagraph that Buyer has not procured a contract for the sale of
335 Buyer's real estate, this Contract shall be null and void. If Notice that Buyer has not procured a
336 contract for the sale of Buyer's real estate is not served on or before the close of business on the
337 date set forth in this subparagraph, Buyer shall be deemed to have waived all contingencies
338 contained in this Paragraph 31, and this Contract shall remain in full force and effect. (If this
339 paragraph is used, then the following paragraph must be completed.)

340 (2) In the event Buyer has entered into a contract for the sale of Buyer's real estate as set forth in
341 Paragraph 31(B)(1) and that contract is in full force and effect, or has entered into a contract for the
342 sale of Buyer's real estate prior to the execution of this Contract, this Contract is contingent upon
343 Buyer closing the sale of Buyer's real estate on or before _____, 20____. If Notice that
344 Buyer has not closed the sale of Buyer's real estate is served before the close of business on the
345 next Business Day after the date set forth in the preceding sentence, this Contract shall be null and
346 void. If Notice is not served as described in the preceding sentence, Buyer shall be deemed to have
347 waived all contingencies contained in this Paragraph 31, and this Contract shall remain in full
348 force and effect.

Buyer Initial <u>JK</u>	Buyer Initial _____	Seller Initial <u>CM</u>	Seller Initial _____
Address <u>27 W. 161 Vale, West Chicago, IL</u>			v5.0

349 (3) If the contract for the sale of Buyer's real estate is terminated for any reason after the date set forth in
350 Paragraph 31(B)(1) (or after the date of this Contract if no date is set forth in Paragraph 31(B)(1)),
351 Buyer shall, within three (3) Business Days of such termination, notify Seller of said termination.
352 Unless Buyer, as part of said Notice, waives all contingencies in Paragraph 31 and complies with
353 Paragraph 31(D), this Contract shall be null and void as of the date of Notice. If Notice as required
354 by this subparagraph is not served within the time specified, Buyer shall be in default under the
355 terms of this Contract.

356 (C) SELLER'S RIGHT TO CONTINUE TO OFFER REAL ESTATE FOR SALE: During the time of this contingency,
357 Seller has the right to continue to show the Real Estate and offer it for sale subject to the following:

358 (1) If Seller accepts another bona fide offer to purchase the Real Estate while the contingencies expressed
359 in Paragraph 31(B) are in effect, Seller shall notify Buyer in writing of same. Buyer shall then have
360 _____ hours after Seller gives such Notice to waive the contingencies set forth in Paragraph
361 31(B), subject to Paragraph 31(D).

362 (2) Seller's Notice to Buyer (commonly referred to as a "kick-out" Notice) shall be in writing and shall be
363 served on Buyer, not Buyer's attorney or Buyer's real estate agent. Courtesy copies of such "kick-out"
364 Notice should be sent to Buyer's attorney and Buyer's real estate agent, if known. Failure to provide
365 such courtesy copies shall not render Notice invalid. Notice to any one of a multiple-person Buyer
366 shall be sufficient Notice to all Buyers. Notice for the purpose of this subparagraph only shall be
367 served upon Buyer in the following manner:

368 (a) By personal delivery effective at the time and date of personal delivery; or

369 (b) By mailing to the addresses recited herein for Buyer by regular mail and by certified mail. Notice
370 shall be effective at 10:00 A.M. on the morning of the second day following deposit of Notice in
371 the U.S. Mail; or

372 (c) By commercial overnight delivery (e.g., FedEx). Notice shall be effective upon delivery or at 4:00
373 P.M. Chicago time on the next delivery day following deposit with the overnight delivery
374 company, whichever first occurs.

375 (3) If Buyer complies with the provisions of Paragraph 31(D) then this Contract shall remain in full force
376 and effect.

377 (4) If the contingencies set forth in Paragraph 31(B) are NOT waived in writing within said time period
378 by Buyer, this Contract shall be null and void.

379 (5) Except as provided in Paragraph 31(C)(2) above, all Notices shall be made in the manner provided by
380 Paragraph 27 of this Contract.

381 (6) Buyer waives any ethical objection to the delivery of Notice under this paragraph by Seller's attorney
382 or representative.

383 (D) WAIVER OF PARAGRAPH 31 CONTINGENCIES: Buyer shall be deemed to have waived the contingencies in
384 Paragraph 31(B) when Buyer has delivered written waiver and deposited with the Escrowee additional
385 earnest money in the amount of \$ _____ in the form of a cashier's or certified check within the
386 time specified. If Buyer fails to deposit the additional earnest money within the time specified, the waiver
387 shall be deemed ineffective and this Contract shall be null and void.

388 (E) BUYER COOPERATION REQUIRED: Buyer authorizes Seller or Seller's agent to verify representations
389 contained in Paragraph 31 at any time, and Buyer agrees to cooperate in providing relevant information.

390 NA 32. CANCELLATION OF PRIOR REAL ESTATE CONTRACT: In the event either Party has
391 entered into a prior real estate contract, this Contract shall be subject to written cancellation of the prior
392 contract on or before _____, 20____. In the event the prior contract is not cancelled within the
393 time specified, this Contract shall be null and void. Seller's notice to the purchaser under the prior

Buyer Initial <u>NA</u>	Buyer Initial _____	Seller Initial <u>MM</u>	Seller Initial _____
Address 27 W 161 Vale Road, West Chicago, IL _____			

394 contract should not be served until after Attorney Review and Professional Inspections provisions of this
395 Contract have expired, been satisfied or waived.

396 NA 33. CREDIT AT CLOSING: Provided Buyer's lender permits such credit to show on the
397 HUD-1 Settlement Statement, and if not, such lesser amount as the lender permits, Seller agrees to credit to
398 Buyer at Closing \$ _____ to be applied to prepaid expenses, closing costs or both.

399 NA 34. INTEREST BEARING ACCOUNT: Earnest money (with a completed W-9 and other
400 required forms), shall be held in a federally insured interest bearing account at a financial institution
401 designated by Escrowee. All interest earned on the earnest money shall accrue to the benefit of and be paid to
402 Buyer. Buyer shall be responsible for any administrative fee (not to exceed \$100) charged for setting up the
403 account. In anticipation of Closing, the Parties direct Escrowee to close the account no sooner than ten (10)
404 Business Days prior to the anticipated Closing date.

405 NA 35. VA OR FHA FINANCING: If Buyer is seeking VA or FHA financing, this provision shall
406 be applicable. Required FHA or VA amendments and disclosures shall be attached to this Contract. If VA,
407 the Funding Fee, or if FHA, the Mortgage Insurance Premium (MIP) shall be paid by Buyer and [check one]
408 shall shall not be added to the mortgage loan amount.

409 NA 36. INTERIM FINANCING: This Contract is contingent upon Buyer obtaining a written
410 commitment for interim financing on or before _____, 20____ in the amount of \$ _____.
411 If Buyer is unable to secure the interim financing commitment and gives Notice to Seller within the time
412 specified, this Contract shall be null and void. If Notice is not served within the time specified, this
413 provision shall be deemed waived by the Parties and this Contract shall remain in full force and effect.

414 NA 37. WELL AND/OR SEPTIC/SANITARY INSPECTIONS: Seller shall obtain at Seller's
415 expense a well water test stating that the well delivers not less than five (5) gallons of water per minute and
416 including a bacteria and nitrate test (and lead test for FHA loans) and/or a septic report from the applicable
417 County Health Department, a Licensed Environmental Health Practitioner, or a licensed well and septic
418 inspector, each dated not more than ninety (90) days prior to Closing, stating that the well and water supply
419 and the private sanitary system are in proper operating condition with no defects noted. Seller shall remedy
420 any defect or deficiency disclosed by said report(s) prior to Closing, provided that if the cost of remedying a
421 defect or deficiency and the cost of landscaping together exceed \$3,000.00, and if the Parties cannot reach
422 agreement regarding payment of such additional cost, this Contract may be terminated by either Party.
423 Additional testing recommended by the report shall be obtained at Seller's expense. If the report
424 recommends additional testing after Closing, the Parties shall have the option of establishing an escrow with
425 a mutual cost allocation for necessary repairs or replacements, or either Party may terminate this Contract
426 prior to Closing. Seller shall deliver a copy of such evaluation(s) to Buyer not less than one (1) Business Day
427 prior to Closing.

428 NA 38. WOOD DESTROYING INFESTATION: Notwithstanding the provisions of Paragraph 10,
429 within ten (10) Business Days after the Date of Acceptance, Seller at Seller's expense shall deliver to Buyer a
430 written report, dated not more than six (6) months prior to the date of Closing, by a licensed inspector
431 certified by the appropriate state regulatory authority in the subcategory of termites, stating that there is no
432 visible evidence of active infestation by termites or other wood destroying insects. Unless otherwise agreed
433 between the Parties, if the report discloses evidence of active infestation or structural damage, Buyer has the
434 option within five (5) Business Days of receipt of the report to proceed with the purchase or declare this
435 Contract null and void.

Buyer Initial <u>NA</u>	Buyer Initial _____	Seller Initial <u>NA</u>	Seller Initial _____
Address 27 W. 161 Vale Road, West Chicago, IL.			v5.0

436 NA 39. POST-CLOSING POSSESSION: Possession shall be delivered no later than 11:59 P.M.
 437 on the date that is _____ days after the date of Closing ("the Possession Date"). Seller shall be responsible
 438 for all utilities, contents and liability insurance, and home maintenance expenses until delivery of possession.
 439 Seller shall deposit in escrow at Closing with _____, [check one] one percent (1%) of the
 440 Purchase Price or the sum of \$ _____ to be paid by Escrowee as follows:
 441 (a) The sum of \$ _____ per day for use and occupancy from and including the day after
 442 Closing to and including the day of delivery of Possession, if on or before the Possession Date;
 443 (b) The amount per day equal to three (3) times the daily amount set forth herein shall be paid for each day
 444 after the Possession Date specified in this paragraph that Seller remains in possession of the Real Estate;
 445 and
 446 (c) The balance, if any, to Seller after delivery of Possession and provided that the terms of Paragraph 22
 447 have been satisfied. Seller's liability under this paragraph shall not be limited to the amount of the
 448 possession escrow deposit referred to above. Nothing herein shall be deemed to create a
 449 Landlord/Tenant relationship between the Parties.

450 NA 40. "AS IS" CONDITION: This Contract is for the sale and purchase of the Real Estate in its
 451 "As Is" condition as of the Date of Offer. Buyer acknowledges that no representations, warranties or
 452 guarantees with respect to the condition of the Real Estate have been made by Seller or Seller's Designated
 453 Agent other than those known defects, if any, disclosed by Seller. Buyer may conduct an inspection at
 454 Buyer's expense. In that event, Seller shall make the Real Estate available to Buyer's inspector at reasonable
 455 times. Buyer shall indemnify Seller and hold Seller harmless from and against any loss or damage caused by
 456 the acts or negligence of Buyer or any person performing any inspection. In the event the inspection reveals
 457 that the condition of the Real Estate is unacceptable to Buyer and Buyer so notifies Seller within five (5)
 458 Business Days after the Date of Acceptance, this Contract shall be null and void. Failure of Buyer to notify
 459 Seller or to conduct said inspection operates as a waiver of Buyer's right to terminate this Contract under
 460 this paragraph and this Contract shall remain in full force and effect. Buyer acknowledges that the
 461 provisions of Paragraph 10 and the warranty provisions of Paragraph 3 do not apply to this Contract.

462 See 41. CONFIRMATION OF DUAL AGENCY: The Parties confirm that they have previously
 463 consented to Cindy Banks
 464 (Licensee) acting as a Dual Agent in providing brokerage services on their behalf and specifically consent to
 465 Licensee acting as a Dual Agent with regard to the transaction referred to in this Contract.

466 See RIDER 42. SPECIFIED PARTY APPROVAL: This Contract is contingent upon the approval of the
 467 Real Estate by _____
 468 Buyer's Specified Party, within five (5) Business Days after the Date of Acceptance. In the event Buyer's
 469 Specified Party does not approve of the Real Estate and Notice is given to Seller within the time specified,
 470 this Contract shall be null and void. If Notice is not served within the time specified, this provision shall be
 471 deemed waived by the Parties and this Contract shall remain in full force and effect.

472 NA 43. MISCELLANEOUS PROVISIONS: Buyer's and Seller's obligations are contingent upon
 473 the Parties entering into a separate written agreement consistent with the terms and conditions set forth
 474 herein, and with such additional terms as either Party may deem necessary, providing for one or more of the
 475 following: (check applicable boxes)

- 476 Articles of Agreement for Deed or Assumption of Seller's Mortgage Commercial/Investment
- 477 Purchase Money Mortgage Cooperative Apartment New Construction
- 478 Short Sale Tax-Deferred Exchange Vacant Land

Buyer Initial <u>JKL</u>	Buyer Initial _____	Seller Initial <u>AAA</u>	Seller Initial _____
Address <u>27 W. 161 Vale Road, West Chicago, IL</u>			v5.0

479 THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES AND
 480 DELIVERED TO THE PARTIES OR THEIR AGENTS.

481 The Parties represent that the text of this form has not been altered and is identical to the official Multi-Board
 482 Residential Real Estate Contract 5.0.

483 August 26, 2013
 484 Date of Offer _____ DATE OF ACCEPTANCE September 9, 2013
 485 James J. Rhodes _____
 486 Buyer Signature _____ Seller Signature _____

487 _____
 488 Buyer Signature _____ Seller Signature _____

489 James Rhodes or his Assignee
 490 Print Buyer(s) Name(s) [Required] _____ Print Seller(s) Name(s) [Required] _____

491 2620 N Haddow Av
 492 Address _____ Address _____

493 Arlington Heights IL 60004
 494 City State Zip City State Zip

495 847-254-3875 ja_rhodes@sbcglobal.net
 496 Phone E-mail Phone E-mail

497 FOR INFORMATION ONLY

498 _____
 499 Buyer's Broker MLS # _____ Seller's Broker MLS # _____

500 _____
 501 Buyer's Designated Agent MLS # _____ Seller's Designated Agent MLS # _____

502 _____
 503 Phone Fax Phone Fax

504 _____
 505 E-mail E-mail

506 _____
 507 Buyer's Attorney E-mail _____ Seller's Attorney E-mail _____

508 _____
 509 Phone Fax Phone Fax

510 _____
 511 Mortgage Company Phone _____ Homeowner's/Condo Association (if any) Phone _____

512 _____
 513 Loan Officer Phone/Fax _____ Management Co./Other Contact Phone _____

514 ©2009, Illinois Real Estate Lawyers Association. All rights reserved. Unauthorized duplication or alteration of this form or
 515 any portion thereof is prohibited. Official form available at www.irela.org (web site of Illinois Real Estate Lawyers
 516 Association).

517
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 519
 520
 521
 522

523 Seller Rejection: This offer was presented to Seller on _____, 20__ at ____:____ AM/PM
 524 and rejected on _____, 20__ at ____:____ AM/PM (Seller initials).

Buyer Initial <u>JR</u>	Buyer Initial _____	Seller Initial <u>JMR</u>	Seller Initial _____
Address 27 W 161 Vale Road		West Chicago	Illinois 60185 v5.0

RIDER

THIS RIDER is attached to and made a part of the Multi-Board Residential Real Estate Contract (Contract) dated September ____, 2013, for the sale of the property commonly known as 27 W 161 Vale Road, West Chicago, Illinois, entered into by James Rhodes or his assignee, Buyer, and the Owner of Record, Seller.

1. Paragraph 10 of the Contract is amended in its entirety as follows:

This Contract is subject to the Buyer conducting, at Buyer's expense, any and all inspections determined necessary by the Buyer, including but not limited to the land, the building, all fixtures and operating systems, all personal property, environmental hazards, radon, lead based paint and such other investigations as Buyer deems necessary. Buyer shall indemnify, hold harmless and defend the Seller from and against any loss or damage caused by the acts or negligence of the Buyer or any person performing any inspection or investigation on behalf of the Buyer.

In the event that the Buyer, in its sole discretion, is not satisfied with the condition or status of the Real Estate for any reason and serves written notice upon the Seller on or before October 8, 2013, this Contract shall be null and void and all earnest money shall be returned to the Buyer without the necessity for consent or approval of the Seller.

2. Paragraph 11 of the Contract is deleted in its entirety.

3. Paragraph 12 of the Contract is amended by revising the date upon which Buyer shall obtain evidence of insurability to October 8, 2013.

4. Paragraph 13 of the Contract is amended by revising the date upon which the Buyer may declare the Contract null and void if the Real Estate is determined to be located within a flood hazard area to October 8, 2013.

5. Paragraph 14 is deleted in its entirety.

6. Paragraph 15, the last sentence is amended to read: Title when conveyed will be good and merchantable, subject only to; general real estate taxes not yet due and payable at the time of Closing; covenants, conditions and restrictions of record, building lines and easements, acceptable to the Buyer

7. Paragraph 16, the first sentence is amended to provide that the Seller shall deliver the title commitment to the Buyer on or before October 4, 2013.

8. Paragraph 17, the first sentence is amended to provide: Buyer shall order the Plat of Survey that conforms to the current Minimum Standards of Practice for boundary surveys and is prepared by a professional land surveyor.

The following sentence shall be added to Paragraph 17: Seller shall provide Buyer a credit at closing for the cost of said Plat of Survey in the amount of \$500.00.

The remaining provisions of Paragraph 17 shall remain in effect.

9. Paragraph 20 is deleted in its entirety.

10. Paragraph 37, the first sentence is amended to provide: Buyer shall obtain a well water test stating that the well delivers not less than five (5) gallons of water per minute and including a bacteria and nitrate test and a septic test from the Du Page County Health Department, a Licensed Environmental Health Practitioner, or a licensed well and septic inspector, stating that the well and water supply and the private sanitary system are in proper operating condition with no defects noted.

The following sentence is added to Paragraph 37: Seller shall provide the Buyer with a credit at closing for the costs of the Well water and Septic tests in the amount of \$250.00.

The remaining provisions of Paragraph 37 shall remain in effect.

11. The following provision is added to the Contract:

This Contract is assignable by the Buyer. This Contract is contingent upon its approval by corporate resolution of the assignee of James Rhodes on or before October 8, 2013. In the event such party does not approve the Contract within the time specified, this Contract shall be null and void and notwithstanding any other provision of the Contract, the Earnest Money shall be returned to the Buyer without the necessity for consent or approval of the Seller.

13. The following provision is added to the Contract:

Seller represents and warrants that the following are true and correct and shall remain true and correct at the time of closing:

- a. Seller has no knowledge of any environmental hazards upon the Real Estate and Seller has no knowledge of any notice that the Real Estate contains any environmental hazards or is in violation of any environmental laws.
- b. Seller has no knowledge of any insurance claims made with respect to the Real Estate within the last two years.
- c. The Real Estate is not the subject of any pending suit for, or currently the subject of, a foreclosure or bankruptcy nor is the Seller attempting to effectuate a short-sale agreement for this Real Estate.
- d. Seller has no knowledge of any improvements have been made to the Real Estate without permit that would have required a permit.
- e. Seller has no knowledge of any flooding or water seepage that has occurred with respect to the Real Estate.

All representations by made by the Seller in Paragraph 21 and as stated herein shall survive closing.

14. The following provision is added to the Contract:

Seller shall indemnify, hold harmless and defend the Buyer and its grantees from and against any claims, demands, causes of action, damages, losses, liabilities, fines, penalties and expenses, including reasonable attorneys fees and expenses arising out of any violations of environmental laws or environmental hazards or materials which existed upon the Real Estate prior to the date of Closing.

Date of Offer: August 26, 2013

Date of Acceptance: 9-9-13

Buyer:

Seller:



