

# *Village of Carol Stream*

## **BOARD MEETING**

### **AGENDA**

**APRIL 7, 2014**

**7:30 P.M.**

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

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

#### **B. MINUTES:**

1. Approval of the Minutes of the March 17, 2014 Village Board Meeting.
2. Approve, but not release, the Minutes of the Executive Session of the March 17, 2014 Village Board Meeting.

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

1. Resolution No. 2708, Honoring Terry Davis Upon Her Retirement from the Village of Carol Stream.
2. Resolution No. 2709, Recognizing the Carol Stream Park District on its 50<sup>th</sup> Anniversary.
3. Addresses from Audience (3 Minutes).
  - a. Eric Beck – Extreme Trampoline – Licensing of Video Games

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

1. Public Hearing: Annual Budget for the 2014-2015 Fiscal Year beginning May 1, 2014.

#### **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. #14051 – Caputo's – 520 E. North Avenue  
*Special Use Permit – Restaurant Including the Sale of Liquor*  
**RECOMMENDED APPROVAL SUBJECT TO CONDITIONS 6-0**  
*Zoning approval for a restaurant with a bar area to be included within the new Caputo's Fresh Market*

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- b. #14045 – Dugan Realty, LLC – 370 Kimberly Drive  
*Plat of Subdivision – Final*  
**RECOMMENDED APPROVAL SUBJECT TO CONDITIONS 6-0**  
*Acquisition of a small parcel of property to allow a parking lot expansion.*
  
- c. #14064 – Village of Carol Stream – 500 N. Gary Avenue  
*Sign Code Text Amendment – Temporary Event Signs*  
**RECOMMENDED APPROVAL 6-0**  
*Amendment to the Sign Code to enable staff to administratively approve temporary event signage for other governmental bodies.*

#### **G. OLD BUSINESS:**

#### **H. STAFF REPORTS AND RECOMMENDATIONS:**

1. Award of Contract – GovTempsUSA.  
*Staff recommends that the Village Board authorize the Village Manager to execute an agreement for temporary staffing (Property Maintenance Inspector) during FY14/15.*
  
2. Award of Contract – B&F Technical Code Services.  
*Staff recommends that the Village Board authorize the Village Manager to execute an Independent Contractor's Agreement for building code consultant services during FY14/15.*
  
3. Performance Compensation.  
*Recommendation to Fund the Village's FY15 Performance Management System at 2%.*
  
4. Award of Contract – Janitorial Services.  
*This is a staff recommendation to award the contract for janitorial services cleaning to Crystal Maintenance Service Corp. in the amount of \$30,220 for contract year May 1, 2014 – April 30, 2015.*
  
5. Approval of GIS Agreement – NIU.  
*Staff is requesting approval of an agreement with Northern Illinois University to provide a Full Time Geographic Information System Intern at the rate of \$42,442/year.*

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6. Approval of Purchase of Trees Under Existing Agreement with St. Aubin Nursery.  
*Approval of the purchase of 600 trees from St. Aubin Nursery in the amount of \$67,975.00.*
7. Approval of Underground Facilities Locating and Marking Services Agreement with USIC Locating Services, Inc.  
*Staff recommends award of a contract to USIC for underground utility locating services*
8. Approval of Amendment No. 3 to the Agreement for Operations, Maintenance and Management Services of the Water Reclamation Center.  
*The proposed amendment covers the annual cost adjustment for operation of the WRC.*

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

1. Ordinance No. \_\_\_\_\_, Authorizing the Amendment of the Annual Budget of the Village of Carol Stream for the Fiscal Year Ending April 30, 2014.  
*This item amends the FY13/14 budget to account for certain expenses incurred during the year which were unplanned but necessary or have exceeded the original budget (e.g. snow plowing costs and road salt).*
2. Ordinance No. \_\_\_\_\_, Adopting the Annual Budget of the Village of Carol Stream in the Amount of \$49,395,079 for the FY14/15 Fiscal Year Beginning May 1, 2014, and Ending April 30, 2015.  
*This ordinance adopts the annual budget for the Village for the new fiscal year which begins on May 1, 2014. The proposed budget was compiled over the last several months and has been reviewed with the Village Board and public over several workshop meetings beginning last January.*
3. Ordinance No. \_\_\_\_\_, Approving a Special Use Permit for Restaurant, Including the Sale of Liquor in Conjunction Therewith in the I Industrial District (Angelo Caputo's Fresh Market, 520 E. North Avenue). *See F1a.*

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4. Ordinance No. \_\_\_\_\_, Amending Chapter 6, Article 11 of the Municipal Code of the Village of Carol Stream (Sign Code).  
*See Flc.*

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

1. Resolution No. \_\_\_\_\_, Amending Resolution No. 2696 Adopting the 2014-15 Employee Compensation Plan for the Village of Carol Stream. *Recommendation to eliminate 2<sup>nd</sup> tier compensation for regular part-time employees working less than 20 hours per week.*
2. Resolution No. \_\_\_\_\_, Approving the Release of Certain Executive Session Minutes of the Mayor and Board of Trustees of the Village of Carol Stream.  
*Recommendation to release certain designated executive session minutes for which there is no longer a need for confidentiality.*
3. Resolution No. \_\_\_\_\_, Adopting Statements of Goals, Direction and Guidance for Village Government Decisions  
*The Village Board's passage of this resolution will adopt goals which will provide direction, guidance and set priorities for Village government decisions.*
4. Resolution No. \_\_\_\_\_, Approving and Authorizing the Execution of an Intergovernmental Agreement between DuPage County and the Village of Carol Stream for the Gary Avenue Improvement Project.  
*Engineering staff is recommending the approval and authorization to execute an intergovernmental agreement with DuPage County that establishes the responsibilities and terms of agreement for their Gary Avenue Improvement Project.*
5. Resolution No. \_\_\_\_\_, Declaring Surplus Property Owned by the Village of Carol Stream.  
*The Public Works Department is requesting that two vehicles be declared surplus so that they can be disposed of by sale, scrap or auction.*

# Village of Carol Stream

## BOARD MEETING

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

6. Resolution No. \_\_\_\_\_, Authorizing a Final Plat of Resubdivision (Duke Realty Corporation Number 5 - 370-430 Kimberly Drive)  
*See F1b.*

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

1. Sound Amplification Permit Application – Request for Fee Waiver.  
*The Benjamin-Evergreen PTA is hosting a Spring Breakout 5K Run Event on Sunday, April 27, 2014 at Red Hawk Park and is requesting a waiver of the \$25 amplification fee.*
2. Request for Fee Waiver – American Legion Post 76.  
*Request for waiver of the application fee for a pending request to amend the zoning approvals granted in 2012, that would seek to allow an earlier start of baseball games at Lee Pfund Stadium.*

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

1. Regular Bills: March 18, 2014 through April 7, 2014.
2. Addendum Warrants: March 18, 2014 through April 7, 2014.

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

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

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

#### **O. ADJOURNMENT:**

<b>LAST ORDINANCE</b>	<b>2014-03-11</b>	<b>LAST RESOLUTION</b>	<b>2707</b>
<b>NEXT ORDINANCE</b>	<b>2014-04-12</b>	<b>NEXT RESOLUTION</b>	<b>2708</b>

B1 4-7-14

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

**March 17, 2014**

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 Saverino led those in attendance in the pledge of allegiance.

**MINUTES:**

*Trustee McCarthy moved and Trustee Schwarze made the second to approve the minutes of the March 3, 2014 Special Workshop Meeting of the Village Board. The results of the roll call vote were as follows:*

Ayes: 5 Trustees LaRocca, Gieser, Frusolone, Schwarze and McCarthy

Nays: 0

Abstain 1 Trustee Weiss

*The motion passed.*

*Trustee Weiss moved and Trustee Gieser made the second to approve the Minutes to the March 3, 2014 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 passed.*

**LISTENING POST:**

**1. Recognition of Steven Martin for being certified by the International Code Council (ICC) as a Master Code Professional:**

*Mayor Saverino and the Village Board recognized Steve Martin for his accomplishments. The Village Board, audience and staff gave Steve a standing ovation and applauded him for attaining certification as Master Code Professional, one of less than 800 certified worldwide.*

**2. Proclamation Designating March 16-22, 2014 Flood Safety Awareness Week in Carol Stream:**

*Proclamation read by Trustee Frusolone.*

**3. Proclamation Designating March 29, 2014 from 8:30-9:30 pm Earth Hour in Carol Stream:**

*Proclamation read by Trustee McCarthy.*

**4. Addresses from Audience:**

*None*

**PUBLIC HEARINGS:**

*None*

**CONSENT AGENDA**

*Trustee McCarthy 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 passed.*

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

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

*Nays: 0*

*The motion passed.*

- 1. Award of Contract for Auditing Services to Sikich, LLP for a three (3) year period in the amount of \$75,540 with an optional two (2) year renewal beginning with the audit of fiscal year ending April 30, 2014**

2. Village Manager's Office Staffing
3. Final Payment and Acceptance of the 2013 Asphalt Surface Treatment Project
4. Award of Contract for the 2014 Flexible Pavement Project
5. Motion to Waive Bids and Approve Purchase of an APG-Neuros Turbo-Blower for the WRC Phase II Aeration Systems Improvement Project
6. Resolution No. 2707, Authorizing the Execution of an Intergovernmental Agreement by and between the Village of Carol Stream and DuPage County for Mowing of Certain Right-of-Ways
7. Raffle License Application – Corpus Christi Catholic Church
8. 2014 Sound Amplification Permit–Ross Ferraro Town Center Events
9. Raffle License Application – Carol Stream Chamber of Commerce
10. Payment of Regular & Addendum Warrant of Bills
11. Treasurers Report: Revenue/Expenditure Statement and Balance Sheet, Month Ending February 28, 2014

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

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

*Nays:           0*

*The motion passed.*

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

**Award of Contract for Auditing Services to Sikich, LLP for a three (3) year period in the amount of \$75,540 with an optional two (2) year renewal beginning with the audit of fiscal year ending April 30, 2014:**

*The Village approved a contract with Sikich, LLP who provided the lowest overall cost proposal of \$75,540 for a 3 year term among five (5) local firms invited to participate in a Request for Proposals (RFP) process. Sikich is the Village's current audit firm and has performed satisfactorily in prior engagements.*

**Village Manager's Office Staffing:**

*The Village Board approved a recommendation to eliminate a 25 hour Administrative Secretary position and create a 40 hour Office Manager position in the Village Manager's Office.*

**Final Payment and Acceptance of the 2013 Asphalt Surface Treatment Project:**

*The Village Board approved a final payment in the amount of \$655.00 to American Road Maintenance and acceptance of the 2013 Asphalt Surface Treatment Project.*

**Award of Contract for the 2014 Flexible Pavement Project:**

*The Village Board approved award of contract for the 2014 Flexible Pavement Project to Arrow Road Construction Co. of Mt. Prospect in the amount of \$2,928,062.73, which is 11.3% under budget.*

**Motion to Waive Bids and Approve Purchase of an APG-Neuros Turbo-Blower for the WRC Phase II Aeration Systems Improvement Project:**

*Director of Public Works Modaff explained the reason for the request to waive bidding is to expedite delivery to allow for its installation in concert with the construction project. The Village Board approved pre-purchase of the blower that will be installed with the Phase II Aeration project due to the long lead-time for manufacture and delivery of the blower (16-20 weeks) in the amount of \$122,000.*

**Resolution No. 2707, Authorizing the Execution of an Intergovernmental Agreement by and between the Village of Carol Stream and DuPage County for Mowing of Certain Right-of-Ways:**

*This Agreement authorizes the Village to continue mowing County right-of-ways throughout the Village. The Village Board approved Resolution No. 2707, authorizing the execution of an Intergovernmental Agreement by and between the Village of Carol Stream and DuPage County for mowing of certain Right-of-Ways.*

**Raffle License Application – Corpus Christi Catholic Church:**

*The Village Board approved a raffle license request, application fee and Manager's Fidelity Bond waiver from Corpus Christi Catholic Church for their 2014 raffles on March 15, 2014, July 19, 2014 and September 7, 2014.*

**2014 Sound Amplification Permit–Ross Ferraro Town Center Events:**

*The Village Board approved an amplification permit for 10 outdoor summer concerts, a 4-day Summer Carnival and the 9<sup>th</sup> Annual Teen Music Festival all at the Ross Ferraro Town Center as part of 2014 summer in the Center special event programming.*

**Raffle License Application – Carol Stream Chamber of Commerce:**

*The Village Board approved a raffle license and fee waiver for their St. Patrick's Day Reverse Raffle being held on Wednesday, March 26, 2014.*

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

*The Village Board approved the payment of the Regular Bills dated March 17, 2014 in the amount of \$500,161.05. The Village Board approved the payment of the Addendum Warrant of Bills from March 4, 2014 – March 17, 2014 in the amount of \$804,265.44.*

**Treasurer's Report: Revenue/Expenditure Statement and Balance Sheet, Month Ending February 28, 2014:**

*The Village board received the Treasurer's Report: Revenue/Expenditure Statement and Balance Sheet, Month Ending February 28, 2014*

**Non-Consent Agenda**

*None*

**Report of Officers:**

Trustee Gieser congratulated Steve Martin on his certification as Master Code Professional. He stated the 4<sup>th</sup> of July Parade Committee will be holding a fund raiser on March 22 at Red Apple Pancake House from 6:00 a.m. – 3:00 p.m. Ten percent of the day's sales will be donated to the Parade Committee. He congratulated the Carol Stream Park District on its 50<sup>th</sup> anniversary which will be celebrated on Friday March 21<sup>st</sup>. He stated the Carol Stream Park District was created after the Village Board objected to the Village of Glendale Heights attempt to annex the Carol Stream Industrial Park into their Park District. It ended up in court and the court threw Glendale Height's petition out. He wished everyone a happy St. Patrick's Day.

Trustee Frusolone stated the Park District will be celebrating its 50<sup>th</sup> anniversary on March 21 with more events to follow this summer. The celebration will be a yearlong event. Please check the Park District website for additional upcoming information. She reminded everyone that tomorrow is voting day and to please vote. She thanked everyone for their well wishes on her recovery.

Trustee Schwarze stated the polls are open tomorrow from 6:00 a.m. – 7:00 p.m. He reminded residents to please shop Carol Stream.

Trustee LaRocca encouraged everyone to get out and vote so your voice can be heard.

Trustee Weiss stated he and other Trustees attended the March 13 open house for the Gary Avenue Reconstruction Project presented by the DuPage County Department of Transportation. This will be a huge project which will bring great benefits to our community. He stated he sent in his application to the U46 School District to be principal for a day and is looking forward to learning more about U46. He stated the first public meeting of the Carol Stream Comprehensive Plan Steering committee will be on April 23 at 6:00 p.m. at Fire Station #28 on Kuhn Road. He stated there is a Comprehensive Plan display in the Village Hall lobby. Further information can be viewed on the Village website or at <http://www.cmap.illinois.gov/programs-and-resources/lta/carol-stream>.

Trustee McCarthy congratulated Steve Martin on his certification as Master Code Professional and his distinction as only 1 in less than 800 individuals world-wide to receive this designation. Last week he had the honor of filling in for the Mayor for the DARE graduation with Officer Castro who did a great job. He stated the ribbon cutting ceremony for the new Piggly Wiggly is March 19 at 8:00 a.m. at the corner of Army Trail and County Farm Roads across from Jewel. He encouraged everyone to vote tomorrow. He acknowledged the Glenbard North High School boys' basketball team for winning their sectional tournament last Friday and moving on to the super sectional tournament in Hinsdale on Wednesday.

Manager Breinig congratulated Steve Martin on obtaining Master Code Professional status and acknowledged his incredible ability to work with people. He stated the Village Hall is no longer a polling place and encouraged voters to check their voter cards to see where they are to vote. He stated staff is attempting to diversify its salt purchases by investigating purchases through DuPage County as well as the State of Illinois. The Village is required to make decisions on the purchase of salt by March 28<sup>th</sup>. In the meantime, staff has placed an order with the State of Illinois for 1,680 tons of salt (price



**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***

**March 24, 2014**

Chairman Pro-Tem Joseph called the Regular Meeting of the Combined Plan Commission/Zoning Board of Appeals to order at 7:00 p.m. and directed Secretary Linda Damron to call the roll. The results of the roll call vote were:

Present: Chairman Pro-Tem James Joseph and Commissioners Dee Spink, John Meneghini, David Hennessey, David Creighton and Frank Petella.

Absent: Chairman Angelo Christopher

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 Creighton made the second to approve the minutes of the meeting of January 27, 2014. The motion passed by unanimous voice vote.

**PUBLIC HEARING:**

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

**Case # 14051 – ARSA Architects/Caputo's – 520 E. North Avenue  
Special Use Permit – Restaurant including the sale of liquor**

Chairman Pro-Tem Joseph swore in the witness, Sam Fantauzzo, Vice President of Operations for Caputo's Fresh Markets, 520 E. North Ave, Carol Stream, IL 60188. Mr. Fantauzzo stated that he was here to provide a vision of the new Angelo Caputo's Fresh Market in Carol Stream. Mr. Fantauzzo stated that as a constantly evolving family owned and operated business in an ever changing competitive industry market place since 1958, they continue to work diligently to provide their consumers with the most comprehensive shopping experience while still providing that friendly neighborhood store interaction that has allowed them to thrive and prosper for over 56 years. Mr. Fantauzzo stated that with that in mind they have embarked on this ambitious mile stone that not only required substantial personal financial commitment, and the vision, drive and determination of one remarkable individual Robertino Presta, CEO of Caputo's Fresh Market. Mr. Fantauzzo stated that it has been Mr. Presta's ambition and passion that has brought this project to fruition. Mr. Fantauzzo stated that they are proud that consumers feel Caputo's is recognized for great food and they have worked hard to establish the trust and loyalty with not only their grocery business, but also with the café, catering, and prepared home foods. Mr. Fantauzzo stated that newly introduced formats and banners have entered the market place with new competition, like Whole Foods, Marino's, and Standard Markets just to name a few, currently they operate as grocery stores and provide food, dining emporiums that also offer alcoholic beverages to their consumers. Mr. Fantauzzo stated that this idea seems to be a clear emerging trend in today's grocery store formats. Mr. Fantauzzo stated that Angelo Caputo's Fresh Markets would like nothing more than to establish itself as a worthy innovator and trendsetter here in Carol Stream. Mr. Fantauzzo stated that they are looking for the support and permission from the Plan

Commission to proceed with their plan, so they may boost their newest state of the art facility as a beacon in the community. Mr. Fantauzzo went over the operational outline of the restaurant/bar area. Mr. Fantauzzo stated that the designated area of dispensing and consumption of alcohol will always be staffed with trained individuals that will police the area, also they will have age appropriate bar servers and a restaurant bar manager that will be required to be on duty during the times of operations. Mr. Fantauzzo stated that employees will be required to take the Safe Dining and BASSET training for alcohol sales. Mr. Fantauzzo stated that the hours of operations for restaurant/bar area would be Sunday through Saturday from 10:00 a.m. to 10:00 p.m. Mr. Fantauzzo stated that they will card anyone looking 40 years of age and under. Mr. Fantauzzo stated that no one will be allowed to leave the restaurant/bar area with open alcohol and there will also be signage that clearly states "No open alcohol beyond this point". Mr. Fantauzzo stated that they have procedures in place for alcohol sales, their registers will not allow cashiers to precede with the purchase of alcohol until the cashier goes through the process of identifying the individual through an ID and inputting the information into the register. Mr. Fantauzzo also stated that Caputo's Fresh Market Place has CCTV coverage throughout the store, and they also have a Loss Prevention Department, part of the responsibilities of the Loss Prevention Department will be to have a staff member undercover in the restaurant/bar area. Mr. Fantauzzo stated that they will be posting a non-conceal carry sign in the restaurant/bar area.

Chairman Pro-Tem Joseph asked Mr. Bastian for the staff report.

Assistant Community Development Director Don Bastian stated that in 2012 the Plan Commission and Village Board granted the zoning approvals for the entire Carol Stream Market Place redevelopment on the southwest corner of North Avenue and Schmale Road. Mr. Bastian stated that Caputo's was been working on the build out of the corporate headquarters offices, warehouse, distribution and food processing operations and those aspects are all operational at this point. Mr. Bastian stated that the focus is now the grocery store, and as the project for the grocery store has moved along, Mr. Presta approached the village to have a bar operation associated with the restaurant area. Mr. Bastian reminded the Plan Commission that the restaurant area was already approved by the Plan Commission and Village Board in 2012, and at that time the notion of serving alcoholic beverages was not part of the approval. Mr. Bastian stated that with the introduction of a bar area and the sale of liquor staff has determined a Special Use Permit is needed. Mr. Bastian stated that the petitioner explained how they intend to safely operate the bar component in the restaurant. Mr. Bastian stated that from staff's perspective, the primary considerations have been the proper control and management of the dispensing and consumption of alcoholic beverages. Mr. Bastian stated that he wanted to point out that originally the petitioner's concept was to allow customers to circulate throughout the entire grocery store with an open container of alcohol while they shopped and staff indicated from staff's standpoint that was something that staff could not support, because it could present too many opportunities for underage drinking. Mr. Bastian stated that staff did pass this information on to the petitioner and they agreed to modify their request to limit the location where alcoholic beverages could be served and consumed to the restaurant and outdoor seating area. Mr. Bastian stated that the petitioner explained their interest in the BASSET (Beverage Alcohol Sellers and Serves Education and Training) Program, which is required by law. Mr. Bastian wanted to pass along to the Plan Commissioners that the petitioner has mentioned this potential operation to Mayor Saverino who serves as the Liquor Control Commissioner for the Village, and preliminarily the Mayor has indicated this is something he is receptive to considering. Mr. Bastian stated that the outdoor seating area located on the north side of the building was also approved with the Special Use Permit in 2012. Mr. Bastian stated that with the introduction of alcohol consumption in the outdoor seating area the petitioner plans to increase the height of the metal fence from three feet to six feet. Mr. Bastian stated that staff recommends approval of the Special Use Permit for the Restaurant including the Sale of Liquor subject to the conditions listed on page four of the staff report.

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

Commissioners Petella, Creighton, Hennessey and Meneghini did not have any questions.

Commissioner Spink wanted to know the hours of operation for the restaurant/bar area and the hours of operation for the grocery store. Commissioner Spink wanted to know if alcohol would be sold starting at 10:00 a.m. Commissioner Spink wanted to know if the alcohol beverages would be served in glass containers. Commissioner Spink wanted to know if Caputo's would have security guards walking throughout the store or their employees. Commissioner Spink wanted to know if customers would have to go through a turnstile to enter the restaurant/bar area. Commissioner Spink wanted to know if an employee would be at the entrance of the restaurant/bar area. Commissioner Spink wanted to know if there would be big screen TV's in the restaurant/bar area.

Mr. Fantauzzo stated the hours for the restaurant would be from 10:00 a.m. to 10:00 p.m. and the grocery store hours would be from 6:00 a.m. to 10:00 p.m. Mr. Fantauzzo stated that they would start serving alcohol at 10:00 a.m. Mr. Fantauzzo stated that the alcohol beverages would be served in a glass container, either a glass or bottle. Mr. Fantauzzo stated that they would not have security guards; their employees would be responsible for policing the stores. Mr. Fantauzzo stated that there will not be a turnstile, but the restaurant/bar is a segregated area from the rest of the store. Mr. Fantauzzo stated that there would be bar personnel that would be adjacent to the entrance and staff members would also be in the restaurant/bar area. Mr. Fantauzzo stated that they would have big screen TV's.

Chairman Pro-Tem Joseph wanted to know if customers would be able to enter the outdoor seating area through the gates from the parking lot.

Mr. Fantauzzo stated that customers would not be able to enter the outdoor seating area from the parking lot.

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

Commissioner Meneghini moved and Commissioner Hennessey made the second to approve the request for a Special Use Permit for a Restaurant, Including the Sale of Liquor subject to the recommendations listed in the staff report.

The results of the roll call vote were:

Ayes: 6 Chairman Pro-Tem Joseph and Commissioner Spink, Petella, Hennessey, Creighton and Meneghini

Nays: 0

Abstain: 0

Absent: 1 Chairman Christopher

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 April 7, 2014, at which time the Board would take final action on the matter.

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

**PRESENTATION:****Case # 14045 - Dugan Realty, L.L.C. - 370 Kimberly Drive  
Plat of Resubdivision**

Chairman Pro-Tem Joseph swore in the witness, Susan Bergdoll, with Duke Realty, 9377 W. Higgins Road, Rosemont IL. Ms. Bergdoll stated that she is here tonight seeking approval for a Final Plat of Resubdivision at 370 Kimberly Drive. Ms. Bergdoll stated that Duke Realty has owned this building since it was built in 2002 and the tenant Saturn Freight Service (SFS) that occupies the building, has requested 15 additional parking spaces in order for them to stay in this building for another five years. Ms. Bergdoll stated that SFS has been in this building since 2002 and has been in business for 30 years. Ms. Bergdoll stated that SFS business has been growing and they have added employees over the last couple of years and in this section of the building there is a limited number of parking spaces. Ms. Bergdoll stated that Duke Realty spoke with their neighbors at American Flange Company at the corner of Fullerton Avenue and Kimberly Drive and they have worked out a deal with American Flange Company to purchase a small area of land that is adjacent to SFS car parking area that will allow for the additional 15 parking spaces.

Chairman Pro-Tem Joseph asked Mr. Bastian for the staff report.

Assistant Community Development Director Don Bastian stated that the Duke Realty would like to acquire about 1,000 square feet of property at the northwest corner of the property at 370 Kimberly Drive. Mr. Bastian stated that the instrument for conveying property from one property to another is the subdivision process. Mr. Bastian stated that both parties are in agreement for the sale and purchase of the property. Mr. Bastian stated that the new parking spaces will be located on the west side of the drive isle that is located on the northwest corner of the building. Mr. Bastian stated that staff recommends approval of the Final Plat of Resubdivision 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 Meneghini, Hennessey, Creighton, Spink, Petella and Chairman Pro-Tem Joseph did not have any questions.

Commissioner Petella moved and Commissioner Hennessey made the second to approve the request for Final Plat of Resubdivision subject to the recommendations in the staff report.

The results of the roll call vote were:

Ayes: 6	Chairman Pro-Tem Joseph and Commissioner Spink, Meneghini, Hennessey, Creighton and Petella
Nays: 0	
Abstain: 0	
Absent: 1	Chairman Christopher

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 April 7, 2014, at which time the Board would take final action on the matter.

**Case # 14064 – Village of Carol Stream - 500 N. Gary Avenue  
Text Amendment - Sign Code**

Chairman Pro-Tem Joseph swore in the witness, Assistant Community Development Director Don Bastian, 500 N. Gary Avenue, Carol Stream, IL. Mr. Bastian stated that the case before them tonight is for a Sign Code text amendment. Mr. Bastian stated that the Community Development Department receives request periodically from governmental agencies to install temporary special event signs. Mr. Bastian stated that in recent years the Plan Commission has approved Sign Code text amendments for different types of signage, grand opening signage and special business events signs; however one of the things the village has held real tight on is the prohibition of off-site signs. Mr. Bastian stated that every year staff coordinates requests from the Carol Stream Park District for off-site signage for special events (CS Barks and Just Play) that they would like to install at locations other than where the event will take place. Mr. Bastian stated that the current Sign Code does not allow for off-site signage which makes it hard for governmental agencies to promote their events. Mr. Bastian stated that in the past years the governmental agency has had to go before the Village Board for a temporary waiver to the Code of Ordinances. Mr. Bastian stated that one of things that we have been trying to do with our codes over the past several years is to make them more user friendly. Mr. Bastian stated that staff has researched other communities' sign codes, and found that some other communities do have this type provision in their sign code for off-site signage. Mr. Bastian stated that staff is proposing a text amendment that would only allow such temporary special event signs to be installed on properties owned by the governmental agency hosting the event, or on properties owned by other governmental agencies with the written permission of those agencies.

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

Commissioner Petella wanted know if the Park District wanted to place a banner at the library would that be allowed. Commissioner Petella wanted to know how signage would be controlled. Commissioner Petella wanted to know if there would be a fee for the permit.

Mr. Bastian stated that if the text amendment is approved temporary special event signs could be installed only on properties owned by the governmental agency hosting the event, or on properties owned by other governmental agencies with the written permission of those agencies. Mr. Bastian stated that there will be a limit of eight banners per event and the governmental agency would need to apply for a permit. Mr. Bastian stated that there was a code amendment a few years ago the waived permit fees for governmental agencies.

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

Commissioner Creighton wanted to know where the governmental agencies have placed their signs in the past.

Mr. Bastian stated that the Park District has placed them on other Park District properties besides where the event was taking place and on the Town Center property.

Commissioner Hennessy wanted to know how many times a year could a governmental agency have off-site special event signage.

Mr. Bastian stated that they would be allowed four events in a year.

Commissioner Meneghini wanted to know what communities and what types of questions did staff ask the communities when doing the research for this text amendment.

Mr. Bastian stated that staff survived about a dozen communities, and basically staff found their sign codes on-line and also talked to their staff members. Mr. Bastian stated that one of the communities that allow this type of off-site signage is Glen Ellyn. Mr. Bastian stated that what staff found out was that there are only a few communities that do allow off-site signage for governmental agencies.

Commissioner Hennessy moved and Commissioner Petella made the second to approve the request for Sign Code Text Amendment.

The results of the roll call vote were:

Ayes: 6 Chairman Pro-Tem Joseph and Commissioner Spink, Meneghini, Hennessey, Creighton and Petella  
 Nays: 0  
 Abstain: 0  
 Absent: 1 Chairman Christopher

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 April 7, 2014, at which time the Board would take final action on the matter.

#### **NEW BUSINESS:**

Presentation by Nicole Woods of Chicago Metropolitan Agency for Planning (CMAP)

Mr. Bastian gave some background information on the Comprehensive Plan project. Mr. Bastian stated that the project was started in January; and the village is in initial the phase of collecting data, looking at existing conditions in the community, and identifying stake holders and key people that we want involved in the project. Mr. Bastian stated that the first public meeting is scheduled for April 23, 2014 at 6:00 p.m. at the Fire District building located on Kuhn Road. Mr. Bastian stated that there will be several opportunities for the Plan Commissioners to get involved throughout the project. Mr. Bastian stated that the Plan Commission does have an official role in the process and that will be talked about during the presentation tonight.

Nicole Woods from the Chicago Metropolitan Agency gave a presentation regarding the Carol Stream Comprehensive Plan project. Listed below are highlights from the presentation.

#### **What is a Comprehensive Plan:**

- Vision for the community
- Provides policies, guidance and direction to achieve that vision over a 10 to 20 year period

#### **What role does CMAP play in the Comprehensive Plan project:**

- CMAP will facilitate the Comprehensive Plan process; provide technical assistance at no cost the Village of Carol Stream.
- Provide an extensive network data resources and partners
- CMAP will also develop and guide implantations
- CMAP will also work within a regional framework

**Topic Areas of Discussion when working on a Comprehensive Plan:**

- History of the Community
- Background Studies
- Community Outreach
- Government Structure
- Land Use and Development
- Population
- Housing
- Economic and Development
- Transportation
- Actual environment

**The Three Phases of creating a Comprehensive Plan:**

1. Evaluation
2. Visioning
3. Comprehensive Plan creation and adoption

During each phase there will be a public meeting.

**What is the role of the Plan Commission:**

- Provide feedback of all three of the phases
- Attend the public meetings
- Pass along the information from the public meeting to you neighbors, community groups, etc.
- Identify and provide connections for the community outreach process

Following the presentation by Ms. Woods, the Plan Commission members asked general questions about the comprehensive planning process, the types of goals that could be included in a comprehensive plan, and how to go about implementing the plan.

**ADJOURNMENT:**

At 8:45 p.m. Commissioner Creighton 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 April 14, 2014.

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Chairman

**RESOLUTION NO. 2708**

**A RESOLUTION HONORING TERRY DAVIS  
UPON HER RETIREMENT FROM THE VILLAGE OF CAROL STREAM**

WHEREAS, Terry Davis was hired as a Secretary in the Administration Department on May 16, 2003; and

WHEREAS, Terry Davis was promoted to the position of Administrative Secretary in the Administration Department on July 1, 2011; and

WHEREAS, during her eleven year tenure, Terry has assisted in and overseen the assembly of countless Village Board meeting agendas, acted as a liaison to the community for the Mayor, Village Board, Village Manager and other Administration Department staff, ; and

WHEREAS, Terry has also been responsible for the processing of passport applications and has helped innumerable people apply for and obtain passports, often requiring knowledge of documents throughout the world; and

WHEREAS, Terry has enhanced the quality of life in the community through the issuance of permits for parades, block parties and countless special events; and

WHEREAS, Terry's professionalism and competency have made her an invaluable member of the team in the Administration Department and Village; and

WHEREAS, Terry Davis has decided to retire after nearly eleven years of dedicated 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: Terry Davis is recognized and commended for her dedication and service to the Village of Carol Stream.

SECTION 2: Terry Davis 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 7<sup>th</sup> DAY OF April 2014.

AYES:

NAYS:

ABSENT:

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

ATTEST:

\_\_\_\_\_  
Beth Melody, Village Clerk

**RESOLUTION NO. 2709**

**AGENDA ITEM**  
**C-2 4-7-14**

**RECOGNIZING THE CAROL STREAM PARK DISTRICT  
ON ITS 50<sup>TH</sup> ANNIVERSARY**

WHEREAS, in the winter of 1963-64, residents petitioned the DuPage County Election Commission to establish a local park district and on March 21, 1964 a successful election was held that included the selection of 5 Commissioners each serving staggered multi-year terms; and

WHEREAS, on September 9, 1967, Carol Stream voters approved a local referendum granting the Park District authority to sell bonds for the construction of a Community Center on a 46-acre recreation parcel located north of Illini Dr. and west of the Klein Creek that included an outdoor pool; and

WHEREAS, on July 28, 1969, the Carol Stream Park Board of Commissioners named its new park facility Armstrong Park, Aldrin Community Center and Collins Outdoor Pool in honor of the history-making Apollo XI Astronauts Neil Armstrong, Edwin 'Buzz' Aldrin and Michael Collins for their successful July 20<sup>th</sup> mission to land a man on the surface of the moon; and

WHEREAS, in August of 1976, the community was awarded a State open space land acquisition grant to acquire and develop a 68-acre multi-community park which would serve residents in the communities of Carol Stream, Wheaton and Glen Ellyn; and

WHEREAS, from the 1970s-2000s, the Park District experienced a steady expansion of their parks and facilities to meet the social and recreation needs of a growing community which included the development of countless neighborhood parks as well as the construction of the Simkus Recreation Center, the Coral Cove Water Park, Coyote Crossing Mini Golf Course and the historically-themed Slepicka Homestead Park; and

WHEREAS, the stewarding of recreational facilities by the Park District officials and staff helped earned them the prestigious Gold Medal certification awarded by the National Parks & Recreation Association in 2002, and then again in 2008; and

WHEREAS, in 2010, the Park District coordinated a successful voter referendum that granted the agency borrowing authority to construct a new Recreation Center with an indoor pool, acquire and develop an off-leash dog park and undertake improvements to McCaslin Park; and

WHEREAS, since its inception 50 years ago, the Park District today manages a \$10 million operating budget that includes a 440+ person professional workforce, maintains and programs more than 482 acres of recreational land and facilities and successfully serves a constituent population of more than 45,500 residents.

NOW, THEREFORE BE IT RESOLVED THAT, MAYOR SAVERINO SR. & THE BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, DuPAGE COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS; as follows:

**SECTION 1:** That the Carol Stream Park Board of Commissioners and staff, both past and present are recognized for their tireless commitment over their first 50 years to establish quality recreation programs and services for its residents and patrons.

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

PASSED AND APPROVED THIS 7<sup>th</sup> DAY OF APRIL 2014.

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

ATTEST:

\_\_\_\_\_  
Beth Melody, Village Clerk

# AGENDA ITEM

D-1 4-7-14

## **NOTICE OF PUBLIC HEARING**

### **VILLAGE OF CAROL STREAM PROPOSED BUDGET FOR FY14/15 MAY 1, 2014 - APRIL 30, 2015**

A public hearing on the Village's proposed FY14/15 annual budget for the fiscal year beginning May 1, 2014 and ending April 30, 2015 will be held by the Mayor and Board of Trustees of the Village of Carol Stream at 7:30PM on Monday, April 7, 2014. The hearing will be held in the Board Room of the Gregory J. Bielawski Municipal Center at 500 N. Gary Ave., Carol Stream, IL 60188.

Residents attending the hearing may provide written and oral comments on any portion of the Village budget. A copy of the proposed budget is available for public inspection in the Village Clerk's office located at 500 N. Gary Ave., Carol Stream or at the Carol Stream Public Library at 616 Hiawatha Dr., Carol Stream during normal business hours. The proposed budget is also available on the Village's website at [carolstream.org](http://carolstream.org). Residents may also provide written comments prior to the public hearing by submitting them to Joe Breinig, Village Manager, 500 N. Gary Ave., Carol Stream, IL 60188.

As published in *The Examiner* March 26,  
2014 0326

Village of Carol Stream  
Interdepartmental Memo

AGENDA ITEM  
Fla 4-7-14

TO: Joseph E. Breinig, Village Manager

FROM: Donald T. Bastian, Assistant Community Development Director 

THROUGH: Robert J. Glees, Community Development Director 

DATE: April 3, 2014

RE: **Agenda Item for the Village Board Meeting of April 7, 2014**  
**PC/ZBA Case 14051, Caputo's Fresh Market – 520 E. North Avenue**  
**Special Use Permit for Restaurant Including the Sale of Liquor**

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As the Village Board is aware, with the corporate offices, warehouse, distribution and food processing components of the Caputo's building complete, the focus has shifted to completion of the grocery store, which is expected to open in July. While the grocery store floor plan in the original (2012) development approvals included a restaurant with both indoor and outdoor dining areas, the floor plan did not include a bar area or contemplate on-site consumption of alcoholic beverages. As the restaurant concept has evolved, Caputo's CEO Robertino Presta informed the Village that he would like to offer in-store service and consumption of alcoholic beverages, including beer, wine and liquor. Mr. Presta notes that restaurants with in-store consumption of alcoholic beverages is an emerging trend in upscale grocery stores, and cites some Mariano's and Standard Market stores as examples. As *Restaurant, including the sale of liquor in conjunction therewith* is listed as a Special Use in the Industrial District, which is the zoning of the Caputo's property, Mr. Presta is seeking approval of a Special Use Permit to allow for the service and on-site consumption of alcoholic beverages as part of the in-store restaurant operation.

From an operational standpoint, Caputo's would like to offer alcoholic beverage service for in-store consumption between the hours of 10:00 a.m. and 10:00 p.m., seven days a week. Mr. Presta has indicated that all servers and bar area managers will have the required BASSET training, and that staff will carefully monitor the indoor and outdoor restaurant seating areas. Consumption of alcoholic beverages will only be allowed in the bar/restaurant area, and customers will not be permitted to carry an open alcoholic beverage container in the general grocery store area.

The staff report presenting the request, with supporting documentation, was transmitted to the Village Board with the PC/ZBA packet on March 21, 2014. At their March 24, 2014, the PC/ZBA recommended approval of the Special Use Permit for *Restaurant, including the sale of liquor in conjunction therewith* by a vote of 6-0.

If the Village Board concurs with the PC/ZBA recommendation regarding the Special Use for a *Restaurant, including the sale of liquor in conjunction therewith* at 520 E. North Avenue, they should approve the Special Use, subject to the conditions contained within the Ordinance, and adopt the necessary Ordinance. (For informational purposes, the required liquor license for the bar/restaurant operation would be forwarded to the Village Board for action at a later date.)

DTB:db

c: Robertino Presta, Angelo Caputo's Fresh Markets (via e-mail)  
t:\planning\plan commission\staff reports\2014 staff reports\14051a.caputos.suprestaurantbar.vbmemo1.docx

*Village of Carol Stream*

**AGENDA ITEM**

Flb 4-7-14

**Interdepartmental Memo**

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

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

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

**DATE:** April 3, 2014

**RE:** **Agenda Item for the Village Board Meeting of April 7, 2014**  
**PC/ZBA Case 14045, Dugan Realty, LLC – 370-430 Kimberly Drive**  
**Final Plat of Resubdivision**

---

Dugan Realty, LLC, owner of the 15.2-acre property containing a 304,000 square foot multi-tenant industrial building at 370-430 Kimberly Drive, would like to expand the automobile parking lot to accommodate the needs of one of the building tenants, SFS Distribution. For the additional parking spaces to be conveniently located for SFS employees, the spaces need to be in close proximity to the employee entrance, which is near the northwest corner of the building. Since there is not sufficient available land area on-site to allow for a conventional parking lot expansion, Dugan Realty has negotiated a real estate contract to purchase about 1,000 square feet of land from the adjacent property to the west, owned by American Flange Company (common address 290 Fullerton Avenue). With the acquisition of the additional land, 15 new parking spaces could be constructed.

To accommodate the transfer of land between the adjacent property owners, Dugan Realty has filed an application seeking approval of a Plat of Resubdivision that would incorporate the additional land into the property at 370-430 Kimberly Drive.

The staff report presenting the request, with supporting documentation, was transmitted to the Village Board with the Plan Commission/Zoning Board of Appeals (PC/ZBA) packet on March 21, 2014. At their March 24, 2014, meeting, the PC/ZBA recommended approval of the Final Plat of Resubdivision by a vote of 6-0.

If the Village Board concurs with the PC/ZBA recommendation regarding the requested Final Plat of Resubdivision, they should approve the plat and adopt the necessary resolution.

DTB:db

c: Susan Bergdoll, Duke Realty (via e-mail)  
Wilfrid Freve, Duke Realty (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:** April 3, 2014

**RE:** **Agenda Item for the Village Board Meeting of April 7, 2014**  
**PC/ZBA Case 14064, Village of Carol Stream Sign Code Text Amendment –**  
**Temporary Off-Site Special Event Signs for Governmental Agencies**

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Every year for the last several years, the Community Development Department has received requests from the Carol Stream Park District to install temporary banners promoting special events, such as *Just Play* and *CS Barks*. In an effort to effectively inform the public about these community events, the Park District has sought to install temporary banners both on the property where the event is being held and also at several prominent off-site locations within the Village. However, as the Sign Code prohibits most types of off-site signage, prior to each special event, the Park District has requested Village Board approval of a temporary waiver from the Code of Ordinances to allow for the installation of off-site signage. The Village Board has granted the request in each instance.

To eliminate the need for governmental agencies to submit requests for temporary waivers by the Village Board for this type of temporary signage moving forward, staff has prepared an amendment to the Sign Code that would allow limited temporary off-site signage for special events by governmental agencies only. If approved as proposed, the new provisions would allow a governmental agency to install a maximum of eight off-site banner signs on properties owned by the agency hosting the special event, or on properties owned by other governmental agencies with the written permission of those agencies. The amendment includes height, area and duration provisions for the temporary signs that are consistent with existing temporary signage provisions contained elsewhere in the Sign Code. The amendment would also allow for temporary traffic/directional signs that are often desired by governmental agencies in the four day period leading up to the event.

The staff report presenting the draft Sign Code text amendments was transmitted to the Village Board with the PC/ZBA packet on March 21, 2014. At their March 24, 2014, meeting, the PC/ZBA recommended approval of the Sign Code text amendments that would allow temporary off-site special event signage for governmental agencies by a vote of 6-0.

If the Village Board concurs with the PC/ZBA recommendation regarding the Sign Code text amendments regarding temporary off-site special event signage for governmental agencies, they should approve the Zoning Code text amendment and adopt the necessary Ordinance.

DTB:db

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

**AGENDA ITEM**  
H-1 4-7-14

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

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

**DATE:** April 2, 2014

**RE:** **Agenda Item for the Village Board Meeting of April 7, 2014**  
**Employee Leasing Agreement with GovTempsUSA for Property Maintenance Inspector**

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**PURPOSE**

The purpose of this memorandum is to request from the Village Board approval of the referenced agreement.

**DISCUSSION**

For the past two years, Community Development has performed enhanced Property Maintenance Code enforcement activities on a seasonal basis (20 weeks per year) as a proactive initiative to address property maintenance concerns in the residential neighborhoods. The program has been effective, and so the FY14/15 budget includes an expansion of the part-time Property Maintenance Inspector's time to the full year, and for the scope of inspections to cover all properties in Carol Stream, not just single-family residential. The Property Maintenance Inspector would continue to work on a part-time basis, 20 hours per week.

Attached is an *Employee Leasing Agreement* with GovTempsUSA, the temporary staffing firm which has provided staff to Community Development an Engineering Services during the past two years. The hourly rate (\$28.00 per hour) for the part-time contract employee is the same as was approved by the Village Board in 2013. Staff has reviewed the particulars of the agreement and we find it acceptable.

**RECOMMENDATION**

Staff recommends that the Village Board by motion authorize the Village Manager to execute the attached *Employee Leasing Agreement* and a purchase order with GovTempsUSA in the amount of \$28.00 per hour with a budgeted amount of \$30,000.00.

RJG:bg

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## EMPLOYEE LEASING AGREEMENT

**THIS EMPLOYEE LEASING AGREEMENT** (this "Agreement") is made this 8<sup>th</sup> day of April, 2014, ("Effective Date") by and between **GOVTEMPSUSA, LLC**, an Illinois limited liability company ("GovTemps"), and the Village of Carol Stream (the "Municipality") (GovTemps and the Municipality may be referred to herein individually as "Party" and collectively as the "Parties").

### RECITALS

The Municipality desires to lease certain employees of GovTemps to assist the Municipality in its operations and GovTemps desires to lease certain of its employees to the Municipality on the terms and conditions contained herein.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions set forth below, and other good and valuable considerations, the receipt and sufficiency of which are mutually acknowledged by the Parties, the Parties hereby agree as follows:

#### SECTION 1 SCOPE OF AGREEMENT

**Section 1.01. Worksite Employee.** The Municipality hereby agrees to engage the services of GovTemps to provide, and GovTemps hereby agrees to supply to the Municipality, the personnel fully identified on **Exhibit A** hereto, hereinafter the "Worksite Employee." **Exhibit A** to this Agreement shall further identify the employment position and/or assignment ("Assignment") the Worksite Employee shall fill at the Municipality and shall further identify the base compensation for each Worksite Employee, as of the effective date of this Agreement. The Parties agree that **Exhibit A** shall establish the framework by which GovTemps shall hire and supply the Worksite Employee and shall not represent a binding obligation that the Municipality accept placement for any Worksite Employee identified on **Exhibit A**. The Municipality shall provide written direction to GovTemps as to the specific need and details for each Worksite Employee at any time during the term of this Agreement. **Exhibit A** may be amended from time to time by a replacement **Exhibit A** signed by both GovTemps and the Municipality. GovTemps shall have the authority to assign and/or remove the Worksite Employee, provided, however, that the Municipality may request, in writing, at the sole discretion of the Municipality, that GovTemps remove the Worksite Employee and such request shall not be withheld by GovTemps. The Parties hereto understand and acknowledge that the Worksite Employee shall be subject to the Municipality's day-to-day supervision.

**Section 1.02. Independent Contractor.** GovTemps and Worksite Employee are and shall remain independent contractors, and not employees, agents, partners of, or joint venturers with, the Municipality. The Worksite Employee shall remain the employee of GovTemps at all times during the term of this Agreement. GovTemps shall have no authority to bind the Municipality to any commitment, contract, agreement or other obligation without the Municipality's express written consent.

**SECTION 2**  
**SERVICES AND OBLIGATIONS OF GOVTEMPS AND MUNICIPALITY**

**Section 2.01. Payment of Wages.** GovTemps shall timely pay the wages and related payroll taxes of the Worksite Employee from GovTemps' own account in accordance with federal and Illinois law and GovTemps' standard payroll practices. GovTemps shall withhold from such wages all applicable taxes and other deductions elected by the Worksite Employee. GovTemps shall timely forward all deductions to the appropriate recipient as required by law. The Municipality hereby acknowledges that GovTemps may engage a financial entity to maintain its financing and record keeping services, which may include the payment of wages and related payroll taxes in accordance with this Section 2.01. The Municipality agrees to cooperate with any such financial entity to ensure timely payment of (i) wages and related payroll taxes pursuant to this Section 2.01, and (ii) Fees pursuant to Section 3.03.

**Section 2.02. Workers' Compensation.** To the extent required by applicable law, GovTemps shall maintain and administer workers' compensation, safety and health programs. GovTemps shall maintain in effect workers' compensation coverage covering all Worksite Employee and complete and file all required workers' compensation forms and reports.

**Section 2.03. Employee Benefits.** GovTemps shall provide to Worksite Employee those employee benefits fully identified on **Exhibit B** hereto. GovTemps may amend or terminate any of its employee benefit plans according to their terms. All employee benefits, including severance benefits for Worksite Employee will be included in Fees payable to GovTemps under Section 3.01 of this Agreement. At no time shall the Municipality City be required to pay any amount in addition to the fees set forth in Section 3.01 and **Exhibit A**.

**Section 2.04. Vacation, Sick and Personal Leave.** The Worksite Employee shall not be entitled to any paid leave during his or her placement for employment with the Municipality. Should the Worksite Employee be absent from work for whatever reason, the Municipality notify GovTemps within forty-eight (48) hours of the absence, and GovTemps shall deduct the absence from the fees due pursuant to Section 3.01, provided that if an absence injury occurs on a Friday or weekend, said absence shall be reported on the next business day.

**Section 2.05. Maintenance and Retention of Payroll and Benefit Records.** GovTemps shall maintain complete records of all wages and benefits paid and personnel actions taken by GovTemps in connection with any of the Worksite Employee, shall retain control of such records at such GovTemps location as shall be determined solely by GovTemps, and shall make such records available as required by applicable federal, state or local laws.

**Section 2.06. Other Obligations of GovTemps.** GovTemps shall be responsible for compliance with any federal, state and local law that may apply to its Worksite Employee(s).

**Section 2.07. Direction and Control.** The Parties agree and acknowledge that the Municipality has the right of direction and control over the Worksite Employee, including matters of discipline, excluding removal or reassignment, as provided for by Section 1.01. The Worksite Employee shall be supervised, directly and indirectly, and exclusively by the Municipality's supervisory and managerial employees.

**Section 2.08. Obligations of the Municipality.** As part of the employee leasing relationship, the Municipality hereby covenants, agrees and acknowledges:

(a) The Municipality shall comply with OSHA and all other health and safety laws, regulations, ordinances, directives, and rules applicable to the Worksite Employee or to his or her place of work;

(b) With respect to the Worksite Employees, the Municipality shall comply with all applicable employment-related laws and regulations, including and, without limitation, Title VII of the Civil Rights Act of 1964, as amended, (Title VII), the Americans With Disabilities Act of 1990 (ADA), the Age Discrimination in Employment Act (ADEA), the Equal Pay Act of 1963, the Civil Rights Acts of 1866 and 1871 (42 U.S.C. § 1981), the Family and Medical Leave Act of 1993, the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Employee Retirement Income Security Act of 1974, the Illinois State Constitution, the Illinois Human Rights Act, and any other federal, state or local law, statute, ordinance, order, regulation, policy or decision regulating wages and the payment of wages by GovTemps, prohibiting employment discrimination or otherwise establishing or relating to rights of employees;

(c) The Municipality shall retain the right to exert sufficient direction and control over the Worksite Employee as is necessary to conduct the Municipality's business and operations, without which the Municipality would be unable to conduct its business, operation or comply with any applicable licensure, regulatory or statutory requirements;

(d) The Municipality shall, at its sole discretion, have the right to have the Worksite Employee removed at any time and for any reason, in accordance with Section 1.01;

(e) The Municipality agrees that the Municipality shall pay no wages, salaries or other forms of direct or indirect compensation, including employee benefits, to Worksite Employee and that Worksite Employee shall receive all direct or indirect compensation including employee benefits from GovTemps;

(f) The Municipality shall report to GovTemps any injury to any Worksite Employee of which it has knowledge within forty-eight (48) hours of acquiring such knowledge, provided if an injury occurs on a Friday, weekend or holiday, said injury shall be reported on the next business day. If a Worksite Employee is injured in the course of performing services for the Municipality, the Municipality and GovTemps shall follow the procedures and practices regarding injury claims and reporting, as determined by GovTemps. Upon receipt of notification from GovTemps or its insurance carrier that an injured Worksite Employee is able to return to work and perform "light duty," the Municipality may, but shall not be required, to make available an appropriate light duty work assignment for such Worksite Employee, but only if such light duty assignment is available and feasible; and

(g) The Municipality shall report all on-the-job illnesses, accidents and injuries of the Worksite Employee to GovTemps within forty-eight (48) hours following notification of said injury by employee or employee's representative, provided if an illness, accident or injury occurs on a Friday, weekend or holiday, said illness, accident or injury shall be reported on the next business day.

### SECTION 3 FEES PAYABLE TO GOVTEMPS

**Section 3.01. Fees.** The Municipality hereby agrees to pay GovTemps fees for the services provided under this Agreement in the form of the base compensation as identified by the parameters set forth on **Exhibit A** and specifically agreed to at the time the Worksite Employee is placed with the Municipality. Fees shall not become due until the Worksite Employee is placed with the Municipality and actually begins working. Fees shall be paid for the actual days worked by the Worksite Employee, provided the Municipality reports said absence in accordance with Section 2.04, and any fees due shall be reduced to account for any reported absences of the Worksite Employee.

**Section 3.02. Increase in Fees.** There shall be no increase in fees during the term of this Agreement. Provided, however, should the Municipality decide to increase the base compensation as provided for and identified on **Exhibit A**, the fee shall be adjusted as set forth in Section 3.01

**Section 3.03. Payment Method.** Following the close of each month during the term of this Agreement, GovTemps shall provide the Municipality a written invoice for the fees owed by the Municipality pursuant to this Agreement for the prior month. Within thirty (30) days following receipt of such invoice, the Municipality shall pay all invoiced amounts by check, wire transfer or electronic funds transfer to GovTemps to an account or lockbox as designated on the invoice.

### SECTION 4 INSURANCE

**Section 4.01. General and Professional Liability Insurance.** The Municipality shall maintain in full force and effect at all times during the term of this Agreement a Comprehensive (or Commercial) General Liability and Professional Liability (if applicable) insurance policy or policies (the "Policies"), with minimum coverage in the amount of \$1,000,000 per occurrence, \$3,000,000 aggregate. At a minimum, the Policies shall insure against bodily injury and property damage liability caused by on-premises business operations, completed operations and/or products or professional service and non-owned automobile coverage.

At all times during the term of this Agreement, GovTemps shall procure and maintain insurance to protect GovTemps from claims arising out of Commercial General Liability and Professional Liability, with minimum coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate.

**Section 4.02. Certificate of Insurance.** Upon request, either Party shall provide the other Party with one or more Certificates of Insurance, verifying the Municipality's compliance with the provisions of Section 4.01.

**Section 4.03. Automobile Liability Insurance.** If the Worksite Employee drives a Municipal or personal vehicle for any reason in connection with his or her Assignment, the Municipality and GovTemps shall both maintain in effect automobile liability insurance which

shall insure the Worksite Employee, GovTemps and the Municipality against liability for bodily injury, death and property damage.

## **SECTION 5 DURATION AND TERMINATION OF AGREEMENT**

**Section 5.01. Effective and Termination Dates.** This Agreement shall become effective on April 28, 2014, and shall continue in effect thereafter for a period of twelve (12) month(s), unless extended for up to eight additional weeks by written agreement of the Parties; or until it is terminated in accordance with the remaining provisions of this Section 5. For the purposes of the Agreement, the date on which this Agreement expires and/or is terminated shall be referred to as the "Termination Date."

**Section 5.02. Termination of Agreement for Failure to Pay Fees.** If the Municipality fails to timely pay the fees required under this Agreement, GovTemps may give the Municipality notice of its intent to terminate this Agreement for such failure and if such failure is remedied within thirty (30) days, the notice shall be of no further effect. If such failure is not remedied within the thirty (30) day period, GovTemps shall have the right to terminate the Agreement upon expiration of such remedy period.

**Section 5.03. Termination of Agreement for Material Breach.** If either Party materially breaches this Agreement, the non-breaching Party shall give the breaching Party notice of its intent to terminate this Agreement for such breach and if such breach is remedied within ten (10) days, the notice shall be of no further effect. If such breach is not remedied within the ten (10) day period, the non-breaching Party shall have the right to immediately terminate the Agreement upon expiration of such remedy period.

**Section 5.04. Termination of Agreement For Reason Other than Material Breach.** Either Party may terminate this Agreement for reason other than material breach by giving fourteen (14) days prior written notice to the other Party. Upon such termination, GovTemps shall be paid for the time period through the effective date of termination.

## **SECTION 6 NON-SOLICITATION**

**Section 6.01. Non-Solicitation.** The Municipality acknowledges GovTemps' legitimate interest in protecting its business for a reasonable time following the termination of this Agreement. Accordingly, the Municipality agrees that during the term of this Agreement and for a period of two (2) years thereafter, the Municipality shall not solicit, request, entice or induce Worksite Employee to terminate his or her employment with the GovTemps, nor shall the Municipality hire Worksite Employee as an employee.

**Section 6.02. Injunctive Relief.** The Municipality recognizes that the rights and privileges granted by this Agreement are of a special, unique, and extraordinary character, the loss of which cannot reasonably or adequately be compensated for in damages in any action at law. Accordingly, the Municipality understands and agrees that GovTemps shall be entitled and limited to equitable relief, including a temporary restraining order and preliminary and permanent injunctive relief, to prevent or enjoin a breach of Section 6.01 this Agreement.

**Section 6.03. Survival.** The provision of this Section 6 shall survive any termination of this Agreement.

## **SECTION 7 DISCLOSURE AND INDEMNIFICATION PROVISIONS**

**Section 7.01. Indemnification by GovTemps.** GovTemps agrees to indemnify, defend and hold the Municipality and its related entities or their agents, representatives or employees (the "Municipality Parties") harmless from and against all claims, liabilities, damages, attorney's fees, costs and expenses ("Losses") (a) arising out of GovTemps' breach of its obligations under this Agreement, (b) related to the actions or conduct of GovTemps and its related business entities, their agents, representatives and employees, including the Work Site Employees (the "GovTemps Parties"), taken or not taken with respect to the Worksite Employees that relate to events or incidents occurring during or subsequent to the term of this Agreement, and (c) arising from any act or omission on the part of GovTemps or any of the GovTemps Parties.

**Section 7.02. Indemnification by the Municipality.** The Municipality agrees to indemnify, defend and hold the GovTemps Parties harmless from and against all Losses (a) arising out of the Municipality's breach of its obligations under this Agreement, and (b) arising from any act or omission on the part of the Municipality or any of the Municipality Parties. Notwithstanding the foregoing, the Municipality shall have no obligations to the GovTemps Parties under this Section with respect to Losses arising out of events or incidents occurring before or after the term of this Agreement.

**Section 7.03. Indemnification Procedures.** The Party that is seeking indemnity (the "Indemnified Party") from the other Party (the "Indemnifying Party") pursuant to this Section 7, shall give the Indemnifying Party prompt notice of any such claim, allow the Indemnifying Party to control the defense or settlement of such claim and cooperate with the Indemnifying Party in all matters related thereto; provided however that, prior to the Indemnifying Party assuming such defense and upon the request of the Indemnified Party, the Indemnifying Party shall demonstrate to the reasonable satisfaction of the Indemnified Party that the Indemnifying Party (a) is able to fully pay the reasonably anticipated indemnity amounts under this Section 7 and (b) takes steps satisfactory to the Indemnified Party to ensure its continued ability to pay such amounts. In the event the Indemnifying Party does not control the defense, the Indemnified Party may defend against any such claim at the Indemnifying Party's cost and expense, and the Indemnifying Party shall fully cooperate with the Indemnified Party, at no charge to the Indemnified Party, in defending such potential Loss, including, without limitation, using reasonable commercial efforts to keep the relevant Worksite Employee available. In the event the Indemnifying Party controls the defense, the Indemnified Party shall be entitled, at its own expense, to participate in, but not control, such defense. The failure to promptly notify the Indemnifying Party of any claim pursuant to this Section shall not relieve such Indemnifying Party of any indemnification obligation that it may have to the Indemnified Party, except to the extent that the Indemnifying Party demonstrates that the defense of such action has been materially prejudiced by the Indemnified Party's failure to timely give such notice.

**Section 7.04. Survival of Indemnification Provisions.** The provisions of this Section 7 shall survive the expiration or other termination of this Agreement.

## SECTION 8 ADDITIONAL PROVISIONS

**Section 8.01. Amendments.** This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by all of the Parties to this Agreement.

**Section 8.02. Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the Parties and their respective heirs, successors, representatives and assign. Neither Party may assign its rights or delegate its duties hereunder without the express written consent of the other Party, which consent shall not be unreasonably withheld.

**Section 8.03. Counterpart Execution.** This Agreement may be executed and delivered in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered via facsimile.

**Section 8.04. Definitions.** Terms and phrases defined in any part of this Agreement shall have the defined meanings wherever used throughout the Agreement. The terms "hereunder" and "herein" and similar terms used in this Agreement shall refer to this Agreement in its entirety and not merely to the section, subsection or paragraph in which the term is used.

**Section 8.05. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties regarding GovTemps' provision of Worksite Employee to the Municipality, and contains all of the terms, conditions, covenants, stipulations, understandings and provisions agreed upon by the Parties. This Agreement supersedes and takes precedence over all proposals, memorandum agreements, tentative agreements, and oral agreements between the Parties, made prior to and including the date hereof, and not specifically identified and incorporated in writing into this Agreement. No agent or representative of either Party hereto has authority to make, and the Parties shall not be bound by or liable for, any statement, representation, promise, or agreement not specifically set forth in this Agreement.

**Section 8.06. Further Assurances.** Each of the Parties shall execute and deliver any and all additional papers, documents and other assurances and shall do any and all acts and things reasonably necessary in connection with the performances of their obligations hereunder and to carry out the intent of the parties hereto.

**Section 8.07. Gender.** Whenever the context herein so requires, the masculine, feminine or neuter gender and the singular and plural number shall each be deemed to include the other.

**Section 8.08. Notices.** Notices given under this Agreement shall be in writing and shall either be served personally or delivered by certified first class U.S. Mail, postage prepaid and return receipt requested or by overnight delivery service. Notices also may effectively be given by transmittal over electronic transmitting devices such as Telex or facsimile machine if the Party to whom the notice is being sent has such a device in its office, provided that a complete copy of any notice shall be mailed in the same manner as required for a mailed notice.



**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

GOVTEMPSUSA, LLC,  
an Illinois limited liability company

By: \_\_\_\_\_  
Name: Joellen C. Earl  
Title: President/Co-owner

MUNICIPALITY  
Village of Carol Stream

By: \_\_\_\_\_  
Name: Joseph E. Breinig  
Title: Village Manager

**EXHIBIT A**  
**Worksite Employee and Base Compensation**

WORKSITE EMPLOYEE: Edward Herzog

POSITION/ASSIGNMENT: Property Maintenance Inspector

BASE COMPENSATION: \$28.00 per hour for hours worked, based on a twenty

(20) hour work week (\$560.00 per week). Standard hours will be paid unless

the Village reports otherwise to GovTempsUSA, LLC via email at

payroll@govtempsusa.com on the Monday after the prior work week. Any change to

standard hours should be reported on the Monday after the prior work week by the

close of business. Agreement is for twelve (12) months – April 28, 2014, until

May 1, 2015. Worksite Employee may leave assignment by providing thirty

(30) days written notice.

GOVTEMPSUSA, INC.:

MUNICIPALITY:

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

This Exhibit A fully replaces all Exhibits A dated prior to the date of the Company's signature above.

**EXHIBIT B**  
**Summary of Benefits**

Not applicable.

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

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

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

**DATE:** April 2, 2014

**RE:** **Agenda Item for the Village Board Meeting of April 7, 2014**  
**Agreements for Professional Services – B&F Construction Code Services, Inc.**

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**PURPOSE**

The purpose of this memorandum is to request approval from the Village Board to execute agreements with B&F Construction Code Services for permit plan reviews, plumbing inspections, commercial/industrial inspections and general code consulting services during FY14/15.

**DISCUSSION**

The Community Development Department uses B&F Construction Code Services to provide permit plan reviews and plumbing inspections on a regular basis as a part of our development services processes, and also commercial/industrial inspections and general consultant services on an as-needed basis to cover short-term staffing needs or ad hoc business development assistance. The Village has used B&F for these purposes for many years.

As we have done for the past six years, we recently conducted a performance evaluation session with B&F staff to review and improve work quality and process efficiency. We can report that the working relationship between B&F and Community Development staff continues to function at a high level. This is very important, as an efficient and predictable development approvals process is one of the Village's most effective economic development tools. With respect to the cost of services, we would note that B&F's fee schedule has not changed since 2003.

We would also note for the Village Board's information that B&F Construction Code Services is currently providing consultant services for the project to update the Village's adopted building construction and maintenance codes. B&F's scope of services includes (i) preparation of a report highlighting the significant changes in the new codes, (ii) review and evaluation of the Village's

current amendments to the adopted codes, <sup>(iii)</sup> coordination with Community Development and Fire Protection District staff to prepare new local amendments, <sup>(iv)</sup> participation in a stakeholders meeting to discuss the new codes and local amendments with the building community, and <sup>(v)</sup> preparation of a draft set of recommended local amendments to the new codes for adoption by the Village Board. We expect to bring the new codes to the Village Board for adoption in June, to be effective July 1<sup>st</sup>.

For the Village Board's benefit, we offer the following history of recent expenditures for building code consultant services. We would note that the substantial jump in plan review activity during FY12/13 was due to the consultant being assigned Fire Code plan reviews, which previously were done by the Fire Protection District. Also, a significant amount of plumbing inspection work was done that year at the Fountain View Recreation Center, and we processed some large building permits, such as Caputo's. This year, we have had no large building permits, and we have been able to perform more permit review work in-house rather than by consultant. However, with the improving economy, we anticipate the possibility of an increased use of consultant services during FY14/15.

<b>B&amp;F CONSULTANT SERVICES EXPENDITURES</b>				
<b>FY09/10</b>	<b>FY10/11</b>	<b>FY11/12</b>	<b>FY12/13</b>	<b>FY13/14</b>
\$66,462	\$67,297	\$72,122	\$100,235	\$77,654*

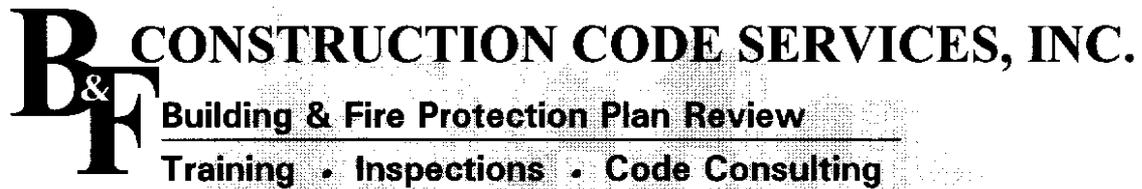
\* As of March 27, 2014

As we enter a new fiscal year, the Community Development Department needs to enter into new agreements for budgeted building consultant services. The budgeted amount for FY14/15 is \$115,000. Attached are an Independent Contractor's Agreement and proposals for consultant services from B&F Construction Code Consultants, for which staff recommends approval by the Village Board.

### **RECOMMENDATION**

Staff recommends that the Village Board authorize the Village Manager by motion to execute the attached Proposals for Professional Services, Independent Contractor's Agreement and a purchase order with B&F Construction Code Services for consultant services during FY14/15.

RJG:bg



**VILLAGE OF CAROL STREAM**

PROPOSAL

FOR

PROFESSIONAL SERVICES

BUILDING PLAN REVIEW

*March 13, 2014*

**SUBMITTED TO:**

Robert Glees  
Community Development Department  
Village of Carol Stream  
500 North Gary Avenue  
Carol Stream, Illinois 60188-1899

**PROFESSIONAL SERVICE AGREEMENT  
BUILDING PLAN REVIEW  
*Services Provided***

*B & F Construction Code Services, Inc. will provide plan review for all projects submitted for review. The reviews will be performed only on projects sent to B & F Construction Code Services, Inc. The submittal shall include a copy of the plan submittal form. This form indicates the type of reviews which are requested. A copy of the form is provided.*

*All reviews include:*

1. *Unlimited reviews with no additional fee*
2. *Free shipping of plans to our office*
3. *First review in 9 business days*
4. *Second and additional reviews in 5 business days*
5. *Reports can be faxed or e-mailed*
6. *One meeting on the project with no fee*
7. *Unlimited telephone calls at no fee*
8. *All reviews are performed by employees of B & F Construction Code Services, Inc.*

**Fees**

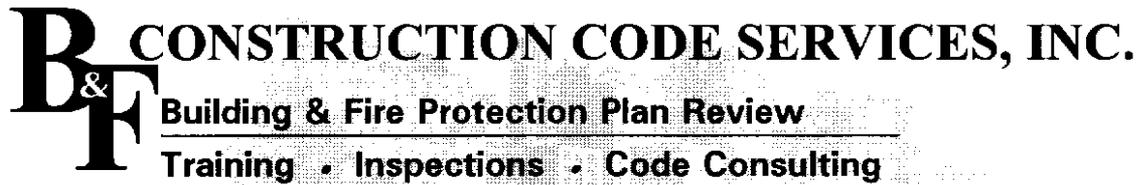
*The fee for all reviews is shown on the attached fee sheet. This fee can be calculated before any plan review work has started.*

*The Village of Carol Stream or the permit applicant can be invoiced for the project. The projects will be invoiced after the first review is complete.*

All B & F Construction Code Services, Inc. employees are covered by the following:

- A. Workers Compensation Insurance;
- B. General Liability Insurance underwritten by Hartford Insurance Co.;  
and
- C. Professional Liability Insurance underwritten by Hartford Insurance Company.

There is no contract for the plan review. The plan submittal form is considered the authorization to perform the work requested.



**CONSTRUCTION CODE SERVICES, INC.**

**Building & Fire Protection Plan Review**

**Training • Inspections • Code Consulting**

**VILLAGE OF CAROL STREAM, IL**

**PROPOSAL**

**FOR**

**PLUMBING INSPECTION SERVICES**

**March 13, 2014**

**SUBMITTED TO:**

Robert Glees  
Community Development Director  
Village of Carol Stream  
500 N. Gary Avenue  
Carol Stream, IL 60188-1899

**Plumbing Inspections  
Village of Carol Stream  
March 13, 2014**

**PROFESSIONAL SERVICE AGREEMENT  
PLUMBING INSPECTIONS  
*Services Provided***

*B & F Construction Code Services, Inc. will provide one State of Illinois licensed Plumbing Inspector to perform residential and commercial plumbing inspections within the limits of the Village of Carol Stream.*

*Each inspector shall have proper inspection equipment to conduct inspections as required. Equipment shall include a clipboard, flashlight, thermometer, tape measure and other equipment as determined to provide a quality inspection.*

*Each inspector shall utilize B & F Construction Code Services, Inc. three-part carbonless forms or forms acceptable to the Village of Carol Stream. A copy of the inspection report shall be left at the job site with a copy sent to the Municipality and a copy for ourselves.*

*The inspector shall utilize a B & F Construction Code Services, Inc. company vehicle to conduct inspections.*

*Inspections shall be scheduled via fax to our office no later than 4:00 o'clock the day before the inspection is to be conducted. Inspection hours shall be conducted as agreed upon between the Village of Carol Stream and B & F Construction Code Services, Inc.*

*The inspector will be available during the hours designated above to perform inspections as assigned. The Plumbing Inspector will inspect plumbing items only. The inspectors will not perform fire alarm, fire protection, engineering, or other types of inspections or services outside his/her area of qualification.*

*The Village of Carol Stream shall agree not to attempt to hire any of B & F Construction Code Services, Inc. officers, employees, agents, or consultants for a period of one (1) year after the individual is no longer employed by B&F Construction Code Services, Inc.*

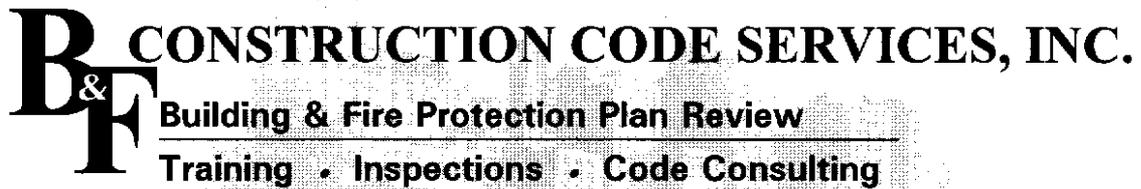
Plumbing Inspections, meetings and/or small plan reviews are invoiced on an hourly rate at eighty dollars (\$80.00) per hour plus one-way travel time.

**Plumbing Inspections  
Village of Carol Stream  
March 13, 2014**

The following covers All B & F Technical Code Services, Inc. employees:

- A. Workers Compensation Insurance;
- B. General Liability Insurance underwritten by Hartford Insurance Company;  
and
- C. Professional Liability Insurance underwritten by Hartford Insurance  
Company.

Accepted By _____	Accepted By _____
Please Print _____	Please Print _____
Title _____	Title _____
Date _____	Date _____



**VILLAGE OF CAROL STREAM, IL**

**PROPOSAL**

**FOR**

**INSPECTION SERVICES**

**March 13, 2014**

**SUBMITTED TO:**

Robert Glees  
Community Development Department  
Village of Carol Stream  
500 N. Gary Avenue  
Carol Stream, IL 60188-1899

## **PROFESSIONAL SERVICE AGREEMENT**

**BUILDING, MECHANICAL, ELECTRICAL INSPECTIONS**

### **Services Provided**

***B & F CONSTRUCTION CODE SERVICES, INC. WILL PROVIDE ONE ICC CERTIFIED INSPECTOR TO PERFORM COMMERCIAL/INDUSTRIAL BUILDING, MECHANICAL AND ELECTRICAL INSPECTIONS WITHIN THE LIMITS OF THE VILLAGE OF CAROL STREAM IN THE AFTERNOONS ON MONDAY, WEDNESDAY AND FRIDAY.***

***THE INSPECTOR SHALL HAVE PROPER INSPECTION EQUIPMENT TO CONDUCT INSPECTIONS AS REQUIRED. EQUIPMENT SHALL INCLUDE A CLIPBOARD, FLASHLIGHT, ELECTRICAL TESTER, TAPE MEASURE AND OTHER EQUIPMENT AS DETERMINED TO PROVIDE A QUALITY INSPECTION.***

***THE INSPECTOR SHALL UTILIZE FORMS ACCEPTABLE TO THE VILLAGE OF CAROL STREAM. THESE FORMS ARE THREE-PART CARBONLESS FORMS. A COPY OF THE INSPECTION REPORT SHALL BE LEFT AT THE JOB SITE WITH A COPY SENT TO THE MUNICIPALITY AND A COPY FOR OURSELVES.***

***THE INSPECTOR SHALL UTILIZE A B & F CONSTRUCTION CODE SERVICES, INC. COMPANY VEHICLE TO CONDUCT INSPECTIONS.***

***INSPECTION HOURS SHALL BE CONDUCTED AS AGREED UPON BETWEEN THE VILLAGE OF CAROL STREAM AND B & F CONSTRUCTION CODE SERVICES, INC.***

***INSPECTIONS SHALL BE BILLED AT AN HOURLY RATE OF \$80.00 PER HOUR PER INSPECTOR PLUS ONE-WAY TRAVEL TIME. THE MINIMUM NUMBER OF HOURS BILLED PER DAY SHALL BE 2-HOURS REGARDLESS OF THE NUMBER OF INSPECTIONS AND INCLUDING TRAVEL TIME. TRAVEL TIME WILL ONLY BE CHARGED IF THE INSPECTOR WORKS LESS THAN AN 8-HOUR DAY.***

***THE INSPECTOR WILL BE AVAILABLE DURING THE HOURS DESIGNATED ABOVE TO PERFORM INSPECTIONS AS ASSIGNED. THE INSPECTOR WILL NOT PERFORM FIRE ALARM, FIRE PROTECTION, ENGINEERING, OR OTHER TYPES OF INSPECTIONS OR SERVICES OUTSIDE HIS/HER AREA OF QUALIFICATION.***

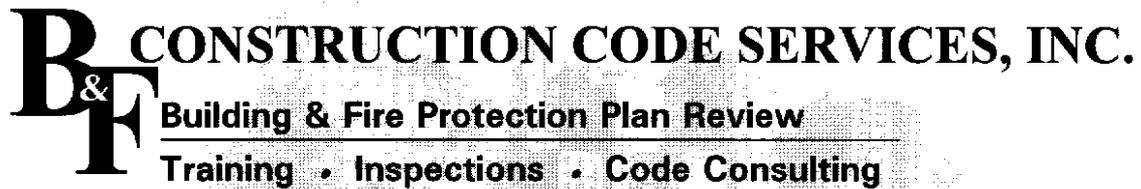
***THE VILLAGE OF CAROL STREAM SHALL AGREE NOT TO ATTEMPT TO HIRE ANY OF B & F CONSTRUCTION CODE SERVICES, INC., OFFICERS, EMPLOYEES, AGENTS, OR CONSULTANTS FOR A PERIOD OF ONE YEAR AFTER THE INDIVIDUAL IS NO LONGER EMPLOYED BY B & F CONSTRUCTION CODE SERVICES, INC.***

**B, M, E Inspections  
Village of Carol Stream  
March 13, 2014**

The following covers all B & F Construction Code Services, Inc., employees:

- A. Workers Compensation Insurance;
- B. General Liability Insurance underwritten by Hartford Insurance Co.; and
- C. Professional Liability Insurance underwritten by Hartford Insurance Company.

Accepted By	_____	Accepted By	_____
Please Print	_____	Please Print	_____
Title	_____	Title	_____
Date	_____	Date	_____



***VILLAGE OF CAROL STREAM***

PROPOSAL

FOR

CODE CONSULTING SERVICES

*March 13, 2014*

**SUBMITTED TO:**

Robert Glees  
Community Development Department  
Village of Carol Stream  
500 North Gary Avenue  
Carol Stream Illinois, Illinois 60188-1899

**PROFESSIONAL SERVICE AGREEMENT**  
Code Consulting Services

**Services Provided**

*B & F Construction Code Services, Inc. will provide code consulting services for items pertaining to code requirements via the International Code Council (ICC) series of code books and local amendments.*

*Code Consulting shall consist of the following:*

- 1. Interpret the intent of the ICC codes and the Village of Carol Stream amendments.*
- 2. Provide recommendations to the Director of Community Development on code changes and updates on a continuous basis.*
- 3. Respond to code questions and interpretations from design professionals, contractors, owners and the Village of Carol Stream.*
- 4. Provide written interpretations of code requirements as directed by the Director of Community Development.*
- 5. Attend meetings as requested by the Village.*
- 6. If requested by the Village provide, office time to assist in administration of the department and/or coordinate building code meetings and render interpretations.*
- 7. Provide other responsibilities as directed by the Village of Carol Stream.*

**Fees**

*Option A*

*The Village of Carol Stream shall reimburse B & F Construction Code Services in the minimum monthly amount of \$1,000.00. Monthly hours exceeding ten hours shall be invoiced at the rate of \$80.00 per hour.*

*Option B*

*The Village of Carol Stream shall reimburse B & F Construction Code Services in the amount of \$100.00 per hour. Invoicing shall be calculated on increments of quarter hours. There is no minimum amount we will invoice for actual time based on fifteen-minute increments.*

When signing below indicate the option chosen for this proposal.

**THE VILLAGE OF CAROL STREAM SHALL AGREE NOT TO ATTEMPT TO HIRE ANY OF B & F CONSTRUCTION CODE SERVICES, INC., OFFICERS, EMPLOYEES, AGENTS, OR CONSULTANTS FOR A PERIOD OF ONE YEAR AFTER THE INDIVIDUAL IS NO LONGER EMPLOYED BY B & F CONSTRUCTION CODE SERVICES, INC.**

**Consulting Services  
Village of Carol Stream  
March 13, 2014**

The following covers all B & F Construction Code Services, Inc., employees:

- A. Workers Compensation Insurance;
- B. General Liability Insurance underwritten by Hartford Insurance Co.;  
and
- C. Professional Liability Insurance underwritten by Hartford Insurance  
Company.

Accepted By	_____	Accepted By	_____
Please Print	_____	Please Print	_____
Title	_____	Title	_____
Date	_____	Date	_____

## INDEPENDENT CONTRACTOR'S AGREEMENT

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

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

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

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

Public Body shall request an extension so as to comply with the Act. In the event that the Public Body is found to have not complied with the Freedom of Information Act, based upon Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorney fees and penalties.

5. To furnish any affidavit or certificate, in connection with the work covered by this agreement as provided by law.
6. To indemnify "Second Party" for any loss it may sustain by theft or other cause from the acts or negligence of the employees of the "First Party" or of the subcontractors.
7. To the extent required by law, Contractor agrees to comply with the provisions of the Employment of Illinois Workers on Public Works Act ("Act"). In the event the Contractor is found to have not complied with the Act, then Contractor shall indemnify and hold Public Body harmless and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

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

This agreement shall be in effect from the \_\_\_ day of \_\_\_\_\_ 20\_\_ until the \_\_\_ day of \_\_\_\_\_, 20\_\_ inclusive.

**IN WITNESS WHEREOF, THE PARTIES** have executed this agreement this \_\_\_ day of \_\_\_\_\_, 20\_\_.

**FIRST PARTY:**

CONTRACTOR B&F CONSTRUCTION CODE SERVICES  
SIGNED Kenneth Garrett  
BY: KENNETH GARRETT  
TITLE: VICE - PRESIDENT

**SECOND PARTY:**

VILLAGE OF CAROL STREAM  
SIGNED: \_\_\_\_\_  
BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

## INSURANCE

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

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

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

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

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

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

**VILLAGE OF CAROL STREAM  
INTER-DEPARTMENTAL MEMO**

**TO:** Joe Breinig, Village Manager  
**FROM:** Caryl Rebholz, Employee Relations Director *UR*  
**DATE:** March 18, 2014  
**RE:** **Performance Compensation**

As you know, prior to 2009 merit based performance compensation was historically a part of the total compensation provided to non-union staff, as well as public works unionized employees. Beginning in 2009, acting in response to adverse economic factors performance based compensation was not funded. At present, the Village's economic condition has improved to the point where performance based compensation should be revisited. What follows is a recommendation to restore this compensation for FY15.

In addition to the Village's improved financial condition, a survey of comparable communities reveals that a strong majority provide this type of compensation in their upcoming fiscal year. Unlike union positions that have continued to received step increases from 2009 to present, the employees impacted by this recommendation have not progressed in their salary ranges, creating equity issues between new hires and employees with greater seniority.

Based upon the information available, it is recommended to reinstate the Village's performance based compensation program for FY15, providing a set 2% merit adjustment. This adjustment will be contingent upon a "meets expectations" or above performance evaluation on a pass/fail basis, and available on the employee's anniversary date beginning on or after May 1, 2014. Employees at the top of their pay range with "meets expectations" or above performance will receive this adjustment as a one-time non-recurring lump sum payment not to be made part of base compensation.

The estimated fiscal impact of reinstatement of the performance based compensation program as proposed herein is \$109,900 for FY15. It is important to note that this recommendation in combination with the approved general wage adjustment will not exceed the pre-funding obligations of the Illinois Municipal Retirement Fund, the pension fund for affected employees.

Please let me know if you have any questions.

*Village of Carol Stream*  
**INTER-DEPARTMENTAL MEMO**

**AGENDA ITEM**  
H-4 4-7-14

TO: Joseph E. Breinig, Village Manager

FROM: Robert Mellor, Assistant Village Manager *Rm*

DATE: March 18, 2014

RE: Award of Contract – Janitorial Services

The Village utilizes various outside contractors to perform ongoing facility maintenance and upkeep such as janitorial cleaning services. We have contracted with Alpha Building Maintenance Services, Inc. for several years to clean the Municipal and Public Works Centers. Bid specifications were prepared and notices sent to 10 janitorial companies who had expressed an interest in performing services for the Village in the past. A notice to bid was also placed in the Daily Herald. Pre-bid inspections were conducted to allow janitorial companies to view the locations to be cleaned and to ask questions regarding the bid. On Monday, March 17<sup>th</sup>, sealed bids from 4 companies were opened and publicly read aloud. The results of the bid opening were as follows:

Janitorial Services Contractor	Monthly Costs		Misc. 1x Costs	Total Annual Bid	1 x Initial Cleanup	Total 1 <sup>st</sup> Year Costs	Avg. Daily Hrs.
	Municipal Center	Public Works Center					
Crystal Maintenance Service Corp., Mt. Prospect, Illinois	\$1,385	\$860	\$2,880	\$29,820	\$400	\$30,220	10
Best Quality Cleaning, Inc. Franklin Park, Illinois	\$2,145	\$520	\$1,820	\$33,800	\$1,850	\$36,650	10
MultiSystem Management Co. Schaumburg, Illinois	\$2,950	\$650	\$5,350	\$48,550	\$1,625	\$50,175	10
Eco Clean Maintenance, Inc. Chicago, Illinois	\$1,720	\$570	\$8,400	\$35,880	\$500	\$36,380	7

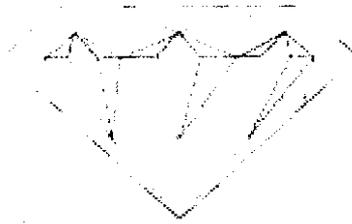
- Miscellaneous 1x costs include intermittent cleaning of carpets, floors, windows and upholstery.
- Eco Clean Maintenance did not bid the minimum average daily 10 hours of work.

**Staff Recommendation**

Our current contract cost for janitorial cleaning services with Alpha Building Maintenance Services, Inc. is \$17,160 for 3 day/week cleaning services. The number of days of cleaning was increased in the bid specification to 5/week due to inadequate cleaning of our facilities on a 3 day/week schedule.

The lowest responsible and responsive bid was received from Crystal Maintenance Service Corp. in the amount of \$30,220 for the first 12 months of cleaning services. Crystal Maintenance Service Corp. also uses environmentally friendly cleaning products which the Village encourages. References for Crystal Maintenance Service Corp. were checked and came back positive.

**Staff recommends the contract for janitorial service for the Village Hall and Public Works Center be awarded to the lowest responsible and responsive bidder, Crystal Maintenance Service Corp. in the amounts specified in their bid packet (\$30,220) with the option for the Village Board to renew the contract for a second year subject to satisfactory performance during the initial term of the contract.** There are sufficient funds available in the current fiscal year 2015 budget to pay for these expenditures. I am available should you have any questions.



*CRYSTAL MAINTENANCE SERVICES, CORP.*

**"We Do It Crystal Clean"**

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**Village of Carol Stream  
2014 Janitorial Services Proposal**

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500 North Gary Avenue  
Carol Stream, IL 60188

Monika Talar  
(847) 228 – 6555  
(847) 228 – 6588 Fax  
[crystalmaintenance@ameritech.net](mailto:crystalmaintenance@ameritech.net)

## *WELCOME TO CRYSTAL MAINTENANCE SERVICES, CORP.*

Crystal Maintenance Services, Corp., is a full service cleaning contractor, serving Chicagoland area. We specialize in providing professional cleaning services to commercial building owners and managers.

Crystal Maintenance Services, Corp., will provide you with the standards of cleanliness that your building requires, at a price that makes sense. And price, while important, is only one of the factors that must be considered when choosing your cleaning contractor.

### **What can Crystal Maintenance Services, Corp do for you?**

1. Provide you with a clean, safe, and healthy environment for your customers and employees.
  - Clean buildings project a first class image.
  - Clean buildings improve the longevity of the building.
  - Healthy buildings ensure a working environment free from contaminates.
  - Healthy buildings provide a safer workplace and decrease the number of workers comp claims due to slip/fall accidents and the spread of viruses.
  - Healthy buildings reduce the amount of sick time taken by employees working in the building.
  
2. Improve employee morale.
  - Clean buildings are proven to increase employee productivity.
  - Employees who work in a clean building are happier – and happy employees means reduced turnover.
  
3. Reduce costs and increase revenue.
  - Clean buildings are less expensive to maintain.
  - Clean buildings help to increase tenant satisfaction and reduce tenant turnover.
  - Clean buildings ensure that property values will remain high because having a clean building improves the longevity of the building.

4. Offer you a full-service partnership for all your building maintenance needs.

- With our service, you'll no longer have to worry about restroom and cleaning supplies and equipment, because we manage it all for you and provide our own supplies and equipment.
- We provide quick response to your needs and offer specialized cleaning services such as carpet spotting, carpet cleaning, hard floor care, window washing, and construction clean-up.
- Our operation is fully automated. We track sales and costs of each building in order to measure productivity and efficiency. We use a computerized Telephone Timekeeping System that allows us to accurately track each employee's time and location and ensure proper coverage for each building. Our accounting system is also automated, ensuring accurate and timely billing.
- We believe our most important asset is our people – the success of our business depends on them. Our people are well-trained and well-supervised. New employees are thoroughly screened, including criminal history checks.

We believe that in order to achieve results for our customers, we need to keep our employees motivated to provide the best service available. Our employees are paid highly competitive wages; they participate in various incentive programs, and are rewarded for a job well done.

*CRYSTAL*  
*MAINTENANCE SERVICES, CORP.*

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1699 Wall St., Suite 504 – Mt. Prospect, IL 60056 – (847) 228 – 6555 – (847) 228 – 6588 fax

March 17, 2014

Village of Carol Stream  
Mr. Rick Lescher  
500 North Gary Avenue  
Carol Stream, IL 60188

Dear Mr. Lescher,

Thank you for the opportunity to provide you with a proposal for cleaning your building. Your desire to find the best-qualified contractor to partner with was most apparent in our initial meeting. I believe that you have before you a proposal that will exceed your high expectations.

At Crystal Maintenance Services, Corp. we are proud to say that we do our job well and safely. We believe in achieving excellence in all that we do. We also believe in providing our customers with professional service so they can rest assured that their building is in good hands. At Crystal Maintenance Services, Corp. we guarantee that through efficient administration we will not only be competitive in terms of cost, but also will most certainly be the best-qualified contractor for the task at hand.

Thank you for the opportunity to bid on your cleaning and supply needs. If you have any questions, please don't hesitate to ask.

Sincerely,



Monika Talar  
General Manager  
Crystal Maintenance Services, Corp.

## COMPANY HIGHLIGHTS

**C**ystal Maintenance Services, Corp. was established in 1993, State of Illinois incorporation and resides at: 1699 Wall Street, Suite 504, Lake Center Plaza, Mount Prospect, IL 60056

- ◆ Crystal's employees total number 130, they are all legally certified to work in the United States
- ◆ Our Crew are thoroughly trained, uniformed, display a company I.D. badge & are able to communicate in English.
- ◆ Crew's illnesses, vacation and no shows are thoroughly monitored by Crystal's Management and back filled by "special tasks group" that is always available for extra services. Each crew member is supposed to report to Crystal's Supervisor any situation that makes them unable to work.
- ◆ Our New Equipment and Brand Name supplies will serve your facility and will remain in the designated area.
- ◆ Floor & carpet refinishing services will be performed as specified, by "floor service crew" so the regular cleaning people are not disturbed.
- ◆ Crystal's Account Representative will be always available to attend quality control inspections.
- ◆ Bonding and public Insurance of \$ 5,000,000.00 is carried to cover all of our operations for your protection.
- ◆ List of references is submitted, we encourage you to check them.
- ◆ Our telecommunication system is designed with Emergency Paging feature, available 24 hours a day, and 7 days a week to serve both: Customer & Contractor in a professional manner.

## ENVIRONMENTAL STATEMENT

***A**s a company with over 20 years of experience in the janitorial business we at CRYSTAL MANAGEMENT & MAINTENANCE SERVICES CORPORATION believe in respecting and protecting the environment.*

*Each of our employees is a proud family member on his/her own and we also consider CRYSTAL as our second family. You spend a lot of time at work and especially here at Crystal we appreciate good working environment with the same employees working for years.*

*For us, the idea of protecting world environment derives directly from the basic principles that have guided us from the beginning. Our objectives have always extended beyond financial growth to include broader social goals. Foremost among these is promoting the health and well-being of families - not only the families of today, but also the families of tomorrow - our children and children of our children.*

*As a company, we will apply our belief in respecting and protecting the environment to all phases of our business. It is our goal to develop our services, so they are compatible with the environment and, beneficial as you use them.*

*One of the greatest challenges we face today is making those vital decisions that will determine the quality of life ensuing generations. We will display leadership in pursuit of this by bringing to all of our services, supplies and manufacturing the technological innovations that promote clean air, clean water and clean earth....a better environment for us all.*

*CRYSTAL MANAGEMENT & MAINTENANCE SERVICES CORPORATION dedicates itself and its employees to act, knowing that we are part of a larger community.*

## **EMPLOYEE TRAINING PROGRAM**

CRYSTAL'S employees at all times shall be courteous and present a neat and clean appearance and shall wear identifiable work garments and identification to indicate that they are employed by Crystal Maintenance Services, Corp.

CRYSTAL'S employees have knowledge of Material Safety Data Sheets, of all chemicals used for cleaning.

CRYSTAL'S employees shall always do their work during the hours described by Crystal's supervisors accordingly to facility requirements.

CRYSTAL'S employees shall keep all equipment being used for cleaning, in proper working order and let know area managers and supervisors about any problems regarding those.

CRYSTAL'S supervisors shall run periodic checks on equipment and replace any if those are not in proper working order.

### ***Crystal's Staff rules***

1. Personal calls on office telephones are prohibited.
2. Breaks and meals are to be taken in designated areas only.
3. No smoking is allowed in any facility.
4. All doors should be secured and locked at all times. Do not allow the public to enter through any of the door.
5. Report breakage immediately.
6. When leaving facility, make sure proper lights are left on.
7. Do not go into cabinets, closets, desks, drawers, or any storage areas if you haven't been authorized to do so.
8. Report lost or stolen keys within 24 hours. No keys are to be duplicated.
9. When leaving a building, check every exterior door.
10. Set building security alarms as required

## COMMUNICATION AND QUALITY ASSURANCE

We have found that communication between the **Customer** and **CRYSTAL MAINTENANCE** is the vehicle to ensure customer satisfaction. By securing a good communication network between the property management and Crystal's operating/supervision departments, our company can better meet your everyday needs.

- Our Account Executives are invariably available to handle any concerns you may have
- All of our Account Executives, as well as our field supervisors, are equipped with cell phones

We believe that communication is multi-pronged and goes both ways. Therefore **CRYSTAL MAINTENANCE** is continuously researching new methods of exchanging views and different opinions between Customers and our management

- Our Quality Assurance Program the key link between Customer and Operation Personnel. We implement a program of face to face contact with real people to ensure that all services are provided to a complete satisfaction
- Formal monthly or quarterly meetings and walk-through inspections are scheduled according to your availability.
- "Project Work" is pre-scheduled on our master calendar, this way ensuring that all tasks are performed in accordance with your cleaning specification.

**CRYSTAL MAINTENANCE** prides itself on long term relationships achieved through **Quality Service, Personnel Supervision, Great Communication and Client Satisfaction.** We look forward to include your Company among our Valued Clients.

# Crystal Maintenance Services, Corp.

1699 Wall St., Suite 504  
Mount Prospect, IL 60056  
Phone: (847)228-6555  
Fax: (847)228-6588

[crystalmaintenance@ameritech.net](mailto:crystalmaintenance@ameritech.net)



*Is your  
business  
ready  
to go green?*

*Crystal  
Maintenance  
Services,  
Corp.,*

*has a green  
cleaning  
program for  
your  
business!*



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## What is Green Cleaning?

Green cleaning is the use of effective cleaning practices and products that protect human health and the environment.

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### Why Green Cleaning Products?

- **Reduces Illness**  
Less exposure to harsh chemicals means improved indoor air quality and lower illness rates in the workplace.
- **Improved Cleaning Efficiency**  
Green cleaning products work just as well, if not better, than traditional industrial products.
- **Environmentally Friendly**  
Green products and methods reduce the negative impact of cleaning on the environment, such as indoor air quality. Many also have less packaging than traditional cleaning chemicals, which means less waste.
- **Cost control**  
Use of green products keeps costs down because they are concentrated, which means a small amount of chemical can go a long way.

### What is Crystal Maintenance Services Corp. Green Program?

- We use microfiber cloths to keep dust from becoming airborne in your building.
- We use microfiber mops and color-coded cloths that use less water and chemicals, and help prevent cross-contamination.
- We use vacuums that have HEPA filters to prevent dust and other contaminants from re-entering the air.

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Want more information? Call us at (847) 228-6555



The Green Clean Institute recognizes Monika Talar as having completed an extensive educational course in Green and healthy use of procedures, products, and equipment. Furthermore, Monika Talar agrees to practice the principles of a Green Clean Institute Certified Executive regarding healthy environmental services. This certificate has been earned and may be presented as evidence of this individual's education, commitment, and conceptual ability to apply Green Clean applicable standards within their duties as a janitorial professional.

This certificate is awarded to:

# Monika Talar

Date:10/09/2013 Expires:10/10/2014

A handwritten signature in cursive script, appearing to read "David Thompson".

David Thompson, President

**BID TALLY SHEET**

For all responsibilities covered by the specifications, the total monthly cost is:

\$ 1,385.00 for the Municipal Center facility.

\$ 860.00 for the Public Works Center.

(Below not to be included in the monthly charge)

Seperate line items

\$ 100.00 for cleaning of upholstered chairs 1 time/year.

\$ 1,580.00 for stripping and waxing of tile floors 2 times/year.

\$ 700.00 for carpet cleanings 2 times/year.

\$ 500.00 for outside window cleanings 2 times/year.

Grand Total for both facilities including line items.

\$ 29,820.00 per year

The total average daily cleaning hours proposed for all two facilities is:

10 hours or as needed

For additional and/or emergency service required the hourly rate per person is:

\$ 18.00

\$ 400.00 one-time initial cleanup cost at start of new contract (if required)

The undersigned agrees that if awarded the contract, he/she will comply with all requirements as herein set forth.

-----  
IF INDIVIDUAL BUSINESS:

N/A

\_\_\_\_\_  
(Signature of Bidder)

\_\_\_\_\_  
(Business Address)  
-----

IF A CO-PARTNERSHIP:

N/A

\_\_\_\_\_  
(Firm Name)

\_\_\_\_\_  
(Business Address)  
-----

Names and address of all Firm Members:

*Village of Carol Stream*  
Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

FROM: Robert Mellor, Assistant Village Manager *Rm*

DATE: April 4, 2014

RE: 2014-15 Geographical Information System (GIS) Agreement Internship Agreement – Northern Illinois University

The Village has contracted with Northern Illinois University (NIU) to perform various Geographic Information Systems (GIS) work since 2004. This program, which is partially funded by NIU, provides us with a cost effective alternative to staffing GIS operations. GIS tools help staff in numerous ways from planning for the development to identifying locations of known sex offenders and meeting federally unfunded mandates such as mapping storm sewer outfalls required by National Pollution Discharge Elimination Study Phase II. Included in the proposed 2014-15 Budget are funds for implementation and maintenance of the Village's GIS. Staff is recommending funding GIS at a higher level than previous years as we will be conducting several GIS related studies and work projects during the coming year including GIS reorganization & centralization of data, GIS utility system updates and a GIS Implementation Planning. Having a full time GIS intern during this time will facilitate this work and completion of studies. We have never had this much ongoing GIS work at one time while still maintaining the existing GIS system, producing maps and running queries at a higher level than in previous years. This is consistent with the Village Goal of developing a multi-year program to implement a comprehensive GIS system for use by employees in all departments including development of web-based solutions to support customer interaction.

Staff identified and prioritized tasks to be performed during the current fiscal year. These tasks are included in the attached contract from NIU. These tasks may change as priorities change in the Village. I have also attached an update on the status of projects undertaken in the current fiscal year.

Attached is the NIU proposal to staff a GIS Intern/post graduate student for 40 hours/week. This contract will allow us to meet our GIS objectives without hiring additional staff. The GIS contract will allow us to focus on maintenance of existing databases, new project development and provide assistance to the consultant who will be evaluating our long term GIS program. Staff has reviewed the agreement and finds it acceptable and meets our short term GIS needs. Since we have a long term relationship with NIU providing GIS services using student interns, staff recommends approval of the attached NIU - GIS Services Agreement in the amount of \$42,442. There are sufficient funds included in the adopted 2014-15 budget to pay for these services.

Cc: James Knudsen, Village Engineer  
Robert Glees, Community Development Director  
Kevin Orr, Chief of Police  
Phil Modaff, Public Works Director  
Marc Talavera, Information Systems Coordinator

Price Quotation # 2

Difference between Quote 1 is that Quote 2 Continues Full Time GIS Past the Summer Period.

**Northern Illinois University  
Department of Geography  
DeKalb, IL 60115**

**Richard Greene, Project Director  
Phone: 815-753-6851**

**Date: 3 February 2014**

**Bob Mellor  
Assistant Village Manager  
Village of Carol Stream  
500 N. Gary Avenue  
Carol Stream, IL 60188**

**Description of work to be performed:**

**See attached scope of work – Attachment A**

**Schedule: May 1, 2014 – April 30, 2015**

**Price: \$42,442**

**See attached price quotation – Attachment B**

**ACCEPTANCE OF WORK AND PRICE QUOTATION. CONDITIONS ATTACHED**

**BOARD OF TRUSTEES of  
NORTHERN ILLINOIS UNIVERSITY**

**On behalf of: Village of Carol Stream**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: AVP Research/Director, Sponsored Projects

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Acknowledged and Agreed to:

\_\_\_\_\_

Principal Investigator

1. **Payment.** The Sponsor shall make payment of 50% to the University within thirty (30) days after the signing the agreement and the remaining 50% within thirty (30) days after the delivery of the final product. Checks are to be made payable to Northern Illinois University and sent to:  
Keith Jackson, Controller  
Grants Fiscal Administration  
Northern Illinois University  
DeKalb, Illinois 60115  
RE: OSP# 12-364
2. **Proprietary Data.** The University's acceptance and use of any proprietary data which may be supplied by the Sponsor in the course of Research shall be subject to the following:
  - (a) The data must be marked or designated in writing as proprietary to the Sponsor.
  - (b) The University retains the right to refuse to accept any such data which it does not consider to be essential to the completion of the Research or which it believes to be improperly designated, or for any other reason.
  - (c) Where the University does not accept such data as proprietary, it agrees to exercise its best efforts not to publish or otherwise reveal the data to others outside the University without the permission of the Sponsor, unless the data has already been published or disclosed publicly by third parties or is required to be disclosed by a court of law.
3. **Termination.** This project may be terminated by either party upon thirty (30) days' written notice. In the event of termination by the Sponsor, the University will be reimbursed for all costs incurred and all noncancellable commitments. In the event of termination by the University, any unexpected or unobligated balance of funds advanced by the Sponsor shall be refunded to the Sponsor.
4. **Use of the name of the University.** The sponsor shall not make use of the existence of the Agreement, nor the results of the investigations conducted hereunder, nor the use of the University's name or any member of its staff for publicity or advertising purposes, except with the consent of and to the extent approved by Northern Illinois University Office of Sponsored Projects as given by its Director.
5. **Publications and Copyrights.** The University or its employees shall be free to publish papers dealing with the results of the Research under this agreement. The Sponsor shall be given full credit and acknowledgement for the support provided to the University in any publication resulting from the Research. Original research data shall belong to the University. Title to and the right to determine the disposition of any copyrights, or copyrightable material, first produced or composed in the performance of the Research, shall remain with the University or the named individual researcher, provided that the University shall grant to the Sponsor an irrevocable royalty-free, nonexclusive right to reproduce, translate, and use all such copyrighted material for its own purpose.
6. **Warranties.** The University makes no warranties, express or implied, as to any matter whatsoever, including, without limitation, the condition of the Research or any inventions, or products whether tangible or intangible, conceived, or discovered, or developed under this Agreement; or the ownership, merchantability, or fitness for a particular purpose of the Research or any such invention or product. The University shall not be liable for any direct, consequential, or other damages suffered to any licensee or any others resulting from the use of the Research or any such invention or product.
7. **Use of the Research Results and Product Liability.** The Sponsor agrees to hold harmless, indemnify, and defend the University from all liabilities, demands, damages, expenses and losses of any kind arising out of the use by any third party or by the Sponsor, or by any acting on behalf of or under authorization from the Sponsor, or out of any use, sale or other disposition by the Sponsor, or by any party acting on behalf of or under authorization from the Sponsor, of products made by use out of or in connection with this Agreement. The provisions of this paragraph shall survive termination of the Agreement as provided in the paragraph, entitled Termination.

**SCOPE OF WORK**

The following describes a budget for the NIU and Village of Carol Stream GIS internship program. The Village of Carol Stream would like a post graduate intern and a graduate student assistant, under the supervision of Dr. Rich Greene, to work from May 1, 2014 to April 30, 2015. A post graduate student will serve as a GIS intern for a 15 week period from 1 May until 15 August for 38 hours per week. At the end of the summer period, the post graduate student will continue on for 20 hours per week and will be joined by a graduate student assistant who will begin on August 16 for 8.5 months for 20 hours each week until 30 April. In addition, Dr. Greene will visit the Village 4 times to help set up the GIS work flows. These four meetings will be two hours on average for a total of 8 hours.

**ATTACHMENT B**

**Budget:**

***Personnel***

TBN Graduate Research Assistant (Aug 16 – Apr 30) 8.5 Months @ \$1,348.80/Mo	\$11,465
Summer Post Grad Intern (May 1 – Aug 15) 570 Hours @ 16/Hour (38 hours/week) Soc. Sec. @ 7.65	\$9,120 \$698
Post Grad Intern (Aug 16 – Apr 30) 720 Hours @ 16/Hour (20 hours/week) Soc. Sec. @ 7.65	\$11,520 \$881
Total Direct Costs	\$33,684
Indirect Costs (26% of Direct Costs)	\$8,758
Total NIU Project Cost	\$42,442

## **Bob Mellor**

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**From:** gisintern  
**Sent:** Wednesday, March 26, 2014 2:59 PM  
**To:** Bob Mellor  
**Cc:** Jim Knudsen; Bill Cleveland  
**Subject:** GIS Accomplishment & Project List  
**Attachments:** 2013 GIS Accomplishments.docx; 2013 GIS Summary.docx; GIS Project Tasks.docx; 2014 GIS Accomplishments.docx

Hi Bob,

I have attached a detailed and summary list of the major GIS accomplishments from last year and for this year. Also, I have attached a current GIS project that I am trying to complete. Some of the projects on the list have been requested several years ago. Unfortunately with the many priority requests from many departments, it is taking a lot longer to complete. The main GIS project that I am constantly working on is the utility atlases. Currently, the sanitary and stormwater atlases are at 75% completed. I am still finishing GPSing the remaining areas of the village and I am hoping to get a full draft of both of these atlases by the end of May or middle of June. From there we can start coordinating with a consultant to enter of the utility data. Let me know if you have any questions. Thanks!

***Keith Darby***

GIS Coordinator  
Village of Carol Stream  
500 N Gary Ave  
Carol Stream, IL 60118  
Direct: 630-868-2267

## **2013 GIS Summary**

### **Utility Atlases**

We have successfully completed the water atlas. So far, Public Works has not seen any major issues with this atlas and will perform any corrections if they see any. We are continuing to GPS the remaining sanitary manholes and storm water structures. It is anticipated that all of the GPSing will be completed by March or April depending on the weather. As soon as the GPSing is completed, then we can post process the GPS points and finish networking the pipes. Currently, all of the structures for the sanitary and storm water that have been GPSed are connected. Once all of the pipes are connected, then creating the labels and the final layout will be performed. The ultimate goal is to have a full draft of the sanitary and storm water atlases completed by the end of 2014 and completing the revisions by mid to late 2015.

### **The G Drive**

The G Drive continues to be reorganized by deleting and archiving old maps and data that are not being used today. All of the GIS data is composed in a file geodatabase on the G Drive. This is to make it easier for department to access the data for future GIS projects. Further Public Works is continuing to put all of their data on the G Drive so all of the GIS data is centralized in one location. This is an ongoing process and hopefully the G Drive will be more user-friendly in the future.

### **Base Map Layer**

We are continuing to update our base map layer with the latest updates from DuPage County, and from departments within Carol Stream (Engineering, Community Development, etc.). The address points and annotation layer have gone through extensive updates since several areas of the village had outdated information. This is especially true with the apartment and condo complexes. It is anticipated that the apartment addresses will be completed within 2 weeks. Updating the base map layers continues to be an ongoing process, and being consistent with the updates will always bring accurate information.

### **Map Requests (See Detailed List)**

The other major focus that GIS has been used is map requests from various Carol Stream departments, and outside agencies. Some of the map requests include: updated zoning map, 2013 construction projects, police sex offender maps, southwest storm water study maps, and medical marijuana analysis maps.

### **GIS Software Updates**

In addition to updating the GIS data, we have successfully upgraded to ArcGIS 10.1. We will be upgrading to 10.2 in a couple months since ESRI is focused on this version for updates, and software extensions. Currently, ArcGIS 10.2.1 was released in December, but we will not update to that particular version since Trimble Extensions is not supported yet. ESRI is planning on creating 10.2.2 and 10.2.3. Eventually, 10.3 will be created in 2015 and it will probably be released during that time frame.

## June

- Edited *swQualityControl* feature class in preparation for Storm Sewer GPS collection
- Created and populated *ssQualityControl* feature class in preparation for Sanitary Sewer GPS collection
- Updated Flexible Pavement Projects History Map
- Assisted Linda in Property & Subdivision Plans for Southeast Watershed Study Area Project
- Mowing Map 2013
- 2013 July 4 Concert & Fireworks Flyer
- Prepared Location Maps for Park District
- Prepared and Printed address maps & map booklets for CS Park District to enable them to be more self-reliant in the future
- Continued work on Water Main Atlas
- Assisted IT in testing ArcGIS 10.1 updates and acquired converted licenses for Trimble Positions (from ESRI)
- Verified abandonment of Sanitary Sewer main & manholes along Kuhn Rd (with Jesse)
- Field verified new/incorrect addresses & updated Address Annotation feature class
- Continued assisting Community Development with ArcMap map creation as needed
- Rejuvenation Project 2013 Phase II map
- Published maps for Public Works
- Worked on Trimble Positions errors

## July

- Worked on Trimble Positions errors
- Hydrography Feature Names Map
- Trained Joe Rupp on use of the Trimble GeoXH 6000 Series GPS Unit
- Joe collected 502 GPS points in July, starting July 18th
- Congressional Districts Precinct Map 2013

## August

- Downloaded and updated all DuPage County feature classes with the most recent data.
- Reformatted CarolStreamGIS.gdb file geodatabase; deleted outdated or redundant feature classes, recreated and organized feature dataset structure, used superior naming conventions
- Cleaned up and organized all folders on the G: and C: drives; deleted many gigabytes (over 50 GB) of redundant or outdated data / maps / procedures / etc.
- Trained Keith Darby (GIS Coordinator replacement); 7 + days of training
- Created numerous (36) tutorial documents in the Procedures folder on the G: drive. These documents will aid future GIS users at Carol Stream in completing numerous GIS tasks, creating and updating different kinds of maps, maintaining the geodatabases, printing, and GPSing.

- Created the “List of Tasks to Complete (TO DO LIST)” to keep track of GIS related tasks to work on now and in the future
- Modified the basemap and began updating maps in the Finished Maps folder with the most recent basemap.
- Created drafts of the Crackfill Map 2013
- McNees Dr – WRC aerial georeferenced flood plain map
- Created draft of Police Blocks map. Due to other priorities, the Police Blocks Map Book will not be created until 2014.
- Joe collected over 700 GPS points in August

## September

- Created and printed a new Subdivisions map
- Crackfill Map 2013
- Village Streets Map (for the Overweights package to be posted on the Village website)
- Continued updating and publishing maps with the most recent basemap.
- Worked with Public Works to develop a procedure for organizing, updating, and publishing their maps.
- Updated the Rejuvenation Project Map
- Updated the Basin 23 Sanitary Map
- Begin compiling the final draft of the water utility atlas
- Created Medical Marijuana Radius Maps for possible registered dispensaries and cultivation centers within the Carol Stream boundary
- Created a residential unit quantity map
- Joe collected over 650 GPS points in September

## October

- Begin mapping preliminary streets for the 2014 Flexible Pavement Project
- Collected GPS address points for Windfall Plaza and updated the address point file
- Extracted and upload GIS Data and as-built PDF's on the Carol Stream FTP Site for the Winfield Creek study and the Schmale Road water rejuvenation project
- Begin post-processing new storm water and sanitary GPS points
- Created a sanitary and water main map for North Ave & County Farm Rd
- 523 Timber Ridge Dr. Sex Offender Map
- Police Block 150 Address Map
- Pavement Estimation Maps for Easy St, Lance Ln, Bison Tr., Hawk Ln, Cactus Tr., and Dugout Tr., Apache Ln, Cherokee Ct, Cheyenne Tr., Cochise Ln, Comanche Ln, Illini Dr.
- Verify address sets for Comcast
- Joe collected over 800 GPS points for October

## November

- Utility map for the wastewater treatment plant
- Elk Tr. and Idaho St pavement estimation map
- Abbington Ln., Hunter Dr., Yardley Dr. pavement estimation map
- Began connecting the piping network for the sanitary map atlas
- Joe began a QA on any missing sanitary and storm water points
- Updated the 2014 Flexible Pavement Project map
- Created cross sections for the 2014 Flexible Pavement Project
- Began compiling the layout for the sanitary and storm water atlases
- Joe collected over 100 GPS points for the final QA of the utility atlases

## December

- Finished the initial pipeline connections for the sanitary atlas
- Created a pavement estimation map for Country Glen Ln, Farm Glen Ln, and Glen Ct
- Created a pavement estimation map for Jim Ludman on his assigned streets for the 2014 Flexible Pavement Project
- Sex Offender Map for 634 Farm Glen Lane
- Created a fire district boundary map with an overlay of the water main system
- Created a Census 2010 block feature class for the village
- Created a Census 2010 block feature class for the region
- Created a Census 2013 CS boundary (Census definition doesn't match)
- Created patrol block maps for the police department
- Created patrol block and police zones map
- Joe started address verification for apartment units
- Created a Plan B Map for the Flexible Pavement Project
- Started updating the Address & Street Annotation Layer for the apartment complexes
- Repaired the Zoning Analyst Program for Community Development
- Joe collected an additional 100 GPS points for the utility atlases

## GIS Accomplishments - 2014

### Every Month

- Printed maps (and posters) as needed for Administration, Community Development, Engineering, Police, Public Works, Fire Protection District and Park District.
- Maintained all existing GIS data, Finished Maps and Published Maps in a readily usable condition.

### January 2014

- Water Atlas Map for 733 Kimberly Dr.
- Updated the village boundary and address layers for 850 Vale Rd
- Created an Excel spreadsheet that lists all of the village street intersections
- Southeast Stormwater Utilities Atlas Map
- Stormwater Management Facilities Map
- 2014 Zoning Map
- Village Boundary Analysis Map for Arc Reader
- Created Village Street Intersection Feature Class
- Floodplain Map for Gary Ave & Lies Rd
- Parcel Disagreement Analysis Report (DuPage County vs. In House)
- Created 1998 Aerial Imagery Layer
- Began updating the Stormwater Management Facility Layer
- Continuing to update the address point and annotation layers for the apartment complexes
- Train Michelle at Public Works on performing GIS queries and editing data layers

### February 2014

- Compared & Analyzed the Carol Stream & MGP Utility Geodatabases for updated fields and attribute information
- Calculated the square miles for each residential zone from a FOIA request
- Updated Layer Descriptions for the Carol Stream & Utility Geodatabases
- Utility Atlas Map for 370 Kimberly Dr.
- CMAP Village Tour Street Map
- WTP Street Classification Map for the Flexible Pavement Project
- TIF District Map
- Uploaded requested GIS data and maps to the FTP Site for CMAP
- 270 Arrowhead Tr. Flood Plain Map
- 539 Iroquois Tr. Utility Atlas Map
- Corrected the 400,410, and 420 Fullerton Ave address points
- Snow Zones Map
- Work Zones Map
- Completed the GIS Operations Manual with Utility Atlas Metadata

## March 2014

- Blue Ridge Court Utility Atlas Map
- Finished updating the address points and annotation layers for the apartment complexes
- Updated the parcel layers for the base map
- Created spreadsheet with the various parcels that has an FCV total greater than \$750,000

## April 2014

## GIS Project Tasks

### Utility Atlases

- Finish GPSing the remaining storm water and sanitary points
- Connect the infrastructure pipes for the sanitary and storm water atlases
- Create an annotation label feature class for the pipe length and infrastructure ID's for both atlases. Change the legend as necessary.
- Compile and export a draft PDF of the sanitary and storm water atlases
- Publish the atlases as soon as all of the revisions are completed

### Pavement Project History Maps

- Update and reprint the Crack fill and Rejuvenation Project History maps to include the 2013 streets

### Annexation History Map

- Work with Sherry in Administration to gather the required records in order to make the map. See the marked Annexations Map folder to help you get started.

### Jesse's Underdrains Project Map (Complete after the storm water atlas is finished)

### Feature Class Creation & Updates (Ongoing)

- Review and update the Address Annotation Feature Class as needed
- Review and update the Streets Annotation Feature Class as needed
- Create Area Streets Feature Class for construction project street maps listing the length, average width, and area in square yards
- Re-digitize the Stormwater Management Facilities (SWMF) layer using the current aerial imagery and update the attribute table
- Review and update the public facilities feature classes as needed
- Review and update the public ownership feature classes as needed
- Review and update the bike paths and trails feature classes as needed
- Create a Lanes Miles feature class and map (centerlines for all Village maintained roadway lines)
- Review and update the Sexually Oriented Business (SOB) feature classes as needed
- Review and update the Summer in the Event feature classes as needed (merges)
- Review and update the Address Arrows feature class as needed
- Review and update the Village Boundary feature class as needed

### Hyperlinked Subdivision Map

- Update the subdivision boundaries feature class from DuPage County
- Edit the annotation feature class
- Edit the attribute table as needed (ask Sherry or Community Development)
- Add/revise the hyperlink field to the subdivision feature class. Work with Linda to update the SbdvnAblts folder.
- Ask Community Development if they have any documents that they want to be hyperlinked

Continue File & Data Organization on the G Drive (With help from consultant)

Update GIS Operations Manual as needed

Jesse's Subdivision Residential Address Excel Sheet

*Village of Carol Stream*  
Interdepartmental Memorandum

MEMO TO: Joe Breinig, Village Manager  
FROM: Philip J. Modaff, Director of Public Works   
DATE: March 24, 2014  
SUBJECT: Motion to Approve Purchase of Trees for Spring Planting – St. Aubin Nursery

In October 2007 the Village entered into an agreement with St. Aubin Nursery to grow and harvest trees for planting in Village parkways. The agreement has since been amended by the Board on two occasions to better meet the Village's financial and planting needs.

We are now preparing for Spring harvesting and planting of six-hundred (600) trees provided for in the 2015 fiscal year budget. St. Aubin has provided the attached list of trees to be harvested for the cost of \$67,975.00 in accordance with Amendment #2 of the Agreement as approved by the Village Board on March 4, 2013 (copy of staff memo and agreement attached for reference).

I am recommending approval of the purchase of 600 trees from St. Aubin Nursery in the amount of \$67,975.00.

Attachments

E.A. de St. Aubin Nursery  
 35445 Irene Rd.  
 Kirkland, IL 60146

# Confirmation

815-522-3535

Date	Confirmation #
3/18/2014	PO#17724

Name / Address
Village of Carol Stream Dept of Public Works 124 Gerzevske Lane Carol Stream, IL 60188 Attn: Accts. Payable

Ship To

Project
Spring 2014 Tree Harvesti

Item	Description	Ordered	Rate	Amount
B & B material	River Birch	25	0.00	0.00
B & B material	Ovation Sycamore	25	0.00	0.00
B & B material	Chanticleer Pear	50	0.00	0.00
B & B material	Locust	75	0.00	0.00
B & B material	Green Mountain Maple	50	0.00	0.00
B & B material	Armstrong Maple	50	0.00	0.00
B & B material	Red Sunset Maple	75	0.00	0.00
B & B material	Linden	50	0.00	0.00
B & B material	Chinkapin	75	0.00	0.00
B & B material	Red Oak	50	0.00	0.00
B & B material	Aristocrat Pear	25	0.00	0.00
B & B material	Swamp White Oak	25	0.00	0.00
B & B material	Columnar English Oak	25	0.00	0.00
B & B material	Total 600 Trees	1	67,975.00	67,975.00

Terms of payment: 1/2 due @ first pick up. Balance due @ last pick up  
 REVISED: 4/2/14

Thank you for your business!	<b>Subtotal</b>	\$67,975.00
	<b>Sales Tax (0.0%)</b>	\$0.00
	<b>Total</b>	\$67,975.00

*Village of Carol Stream*  
Interdepartmental Memo

TO: Joe Breinig, Village Manager

FROM: Philip J. Modaff, Director of Public Works 

DATE: April 3, 2014

RE: Recommendation for Approval of an Underground Facilities Locating and Marking Service Agreement

Over the past year we have been considering the possibility of contracting for underground utility locating services. As you know whenever a property owner, contractor or utility wish to excavate the law requires that they contact Joint Utility Locating Information for Excavators (JULIE), which sends information to all area utilities to locate and visibly identify their utility lines in or near the planned dig area.

For Village utilities (water, sanitary sewer, storm sewer and street light cable) Carol Stream Public Works staff responds to each and every JULIE request generated in the corporate limits.<sup>1</sup> Historically, Carol Stream has sent two people to perform locates – one to locate water and sewer utilities and one to locate street light cable. The demand on staff is considerable -- the total annual man-hours related to JULIE locates is in excess of one full-time equivalent (FTE) employee<sup>2</sup>. By contracting for this service we can return experienced man-hours to both the Streets and Water/Sewer divisions without actually hiring additional personnel.

I am recommending that the Village contract for this service by engaging the company (USIC Locating Services, Inc.) that already performs locating services in Carol Stream for ComEd, NiCor and AT&T. USIC also maintains contracts for locating services with a few northern Illinois municipal customers. There would be a period of transition where our staff would have to interact with USIC staff to transfer information about the various utilities.

I have worked with the Village Attorney to craft the attached agreement with USIC to be effective with the start of the new fiscal year. Under the agreement USIC will handle all locate requests generated through JULIE during normal business hours and after hours. While Village staff will no longer be responsible for completing locates we will have the option to perform locates upon special request if it is in the interest of the Village. We would retain all associated equipment and supplies for these instances or in case the Village decides to terminate the contract we could quickly return to performing locates in-house.

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<sup>1</sup> JULIE locate requests have averaged just under 4,000 per year over the past four years

<sup>2</sup> Annual man-hours averaged approximately 2,600 over the past three years

It is important to note that the agreement does not entirely remove the Village from liability should a locate be improperly marked. USIC has requested a clause (section 6.1) which limits their liability in cases of damage to our utilities as a result of an improper locate. Their responsibility for paying restoration costs would be limited to \$12,000 per incident. While this does leave the Village open to some liability, the Village currently holds all of the liability for any mismarks made by in-house staff. The agreement contains a provision (Section 5.1) for settling disputes related to assignment of responsibility for damage to facilities, with ultimate relief available in the Circuit Court of DuPage County.

The proposed FY15 budget includes \$70,000 for locating services. This amount takes into consideration historical demand for locating services and the following fee schedule as spelled out in Exhibit B of the proposed agreement:

- Standard regular hour locate: \$15.50
- After-hours locate: \$44.00
- Damage Investigation Fee: \$35.00
- Per hour Damage Investigation: \$44.00
- Additional fee for locates exceeding \$11.00 per 15 minutes one hour

The agreement also provides (Section 4.3) for termination of the agreement upon thirty (30) days written notice by either party.

Staff recommends that the Village Board approve a motion authorizing the Village to enter into an Underground Facilities Locating and Marking Service Agreement with USIC Locating Services, Inc. for the period May 1, 2014 through April 30, 2015.

Attachment

**UNDERGROUND FACILITIES LOCATING AND MARKING  
SERVICE AGREEMENT**

THIS AGREEMENT is entered into as of April 7, 2014, and is by and between USIC Locating Services, Inc., an Indiana corporation, ("**USIC**"), and Village of Carol Stream, IL, an Illinois home rule municipality ("**Customer**").

**BACKGROUND**

A. Customer owns and operates underground facilities in the geographic area depicted in the map which serves as Attachment A to this Agreement ("**Contract Service Area**").

B. Customer desires to have USIC provide the necessary labor and equipment to provide certain services relative to locating and marking Customer's underground facilities in the Contract Service Area, all to be done in compliance with the Illinois Underground Utility Facilities Damage Protection Act, 220 ILCS 50/1, et seq. ("**JULIE Act**")

**AGREEMENT**

Based on the Background set forth above and in consideration of the mutual covenants, terms and conditions set forth below, USIC and Customer agree as follows:

1. **Definitions.** In addition to the terms defined above the following capitalized terms when used in this Agreement shall have the following meanings:
  - 1.1 **APWA** means the American Public Works Association and its Underground Utility Location and Coordination Council.
  - 1.2 **At Fault Damages** means Damage to Customer's Facilities caused by an Excavator that occurs with respect to Locatable Facilities where USIC did not perform the Locate with Reasonable Accuracy, or otherwise not in compliance with the JULIE Act

- 1.3 **Contract Year** means the 365 (366 if period includes February during a leap year) days beginning with the date this agreement begins and the anniversary date each year after.
- 1.4 **Customer's Facilities** means any Underground Facilities owned by Customer.
- 1.5 **Damage to Customer's Facilities** means the penetration or destruction of any protective coating, sheath, housing or other protective facility of underground plant, the partial or complete severance of underground plant, or the rendering of any underground plant partially or completely inoperable.
- 1.6 **Excavator** means any person who engages directly in excavation.
- 1.7 **High Profile Facilities** means fiber cable, 900 pair or greater, switchgear cable, and 6" main or greater.
- 1.8 **Interruption of Service** means an interruption in the services provided by Customer to its customers arising from a Damage to Customer's Facilities.
- 1.9 **Locatable Facilities** means Customer's Facilities that can be field marked with Reasonable Accuracy by using devices and Visual Examination designed to respond to and detect the presence of Customer's Facilities, together with records of sufficient accuracy, but shall specifically not include Unidentifiable Facilities and Unlocatable Facilities.
- 1.10 **Locate** means the completed process of having provided Locate Services at an excavation site in compliance with the JULIE Act
- 1.11 **Locate Service** means the process of determining the presence or absence of Customer's Facilities, their conflict with proposed excavations, and the Marking of the proper places or routes of

Customer's Facilities within Reasonable Accuracy limits as required and in compliance with the JULIE Act.

- 1.12 **Low Profile Facilities** means any of Customer's Facilities that are not High Profile Facilities.
- 1.13 **Marking** means the use of stakes and flags, paint strips or other clearly identifiable materials at appropriate distances and at each divergence from a straight line in accordance with the current marking standards of the APWA, and in compliance with the JULIE Act, to show the field location of Underground Facilities accurately.
- 1.14 **Project Locate** means a Locate that requires USIC to spend more than one (1) hour at the excavation site.
- 1.15 **Reasonable Accuracy** means the placement of appropriate Markings, as determined by current marking standards of APWA and as required by the JULIE Act, within eighteen (18) inches of the outside dimensions of both sides of an Underground Facility.
- 1.16 **Restoration Costs** means the actual costs incurred by Customer to repair Damage to Customer's Facilities arising from At Fault Damages, but shall specifically exclude any Third Party Claims. Restoration Costs is equal to only the actual labor, equipment and material costs incurred by Customer to repair the Damage to Customer's Facilities. Restoration Costs specifically exclude overhead charges, costs arising from betterment of plant (which shall include, among other things, any upgrade, improvement, reinforcement, enlargement or extension of Customer's Facilities), costs arising out of collection actions, whether incurred by the Customer or collection agencies.
- 1.17 **Services** mean the services to be provided by USIC under this Agreement.
- 1.18 **Site Surveillance** means to watch over and protect Customer's Facilities during unusual or extensive excavation projects (i.e. road

widening projects, sewer projects, etc.) and providing such continuous on-site Locate Services as may be dictated by the nature and scope of the excavations. Commonly referred to as a "Watchdog" within the industry.

- 1.19 **Third Party Claims** means any claims for losses, fines, penalties, damages or expenses made by a person not a party to this Agreement arising from Damages to Customer's Facilities, including but not limited to, claims as a result of (a) injury to or death of any person, (b) damage to or loss or destruction of any property, or (c) Interruption of Service.
- 1.20 **Underground Facilities** means any item buried or placed below the ground for use in connection with the storage or conveyance of water, sewage, electronic telephonic or telegraphic communications, cablevision, electric energy, petroleum products, gas, gaseous vapors, hazardous liquids or other substance including, but not limited to, pipes, sewers, conduits, cables, valves, lines, wires, manholes, attachments and those parts of poles or anchors below ground.
- 1.21 **Unidentifiable Facilities** means Customer's Facilities that are neither apparent on the records provided by Customer or from a Visual Examination. Any facility that can be identified by use of equipment is considered locatable.
- 1.22 **Unlocatable Facilities** means Customer's Facilities whose presence is known either from records provided by Customer or a Visual Examination, but which cannot be field marked with Reasonable Accuracy using standard procedures employed by USIC.
- 1.23 **Visual Examination** means an attempt to determine the existence of Customer's Facilities at an excavation site by a reasonable visual inspection rather than from Customer's maps and records.

2. Responsibilities of USIC.

- 2.1 USIC shall furnish all labor, materials and equipment necessary to perform Locate Services for Customer within the Contract Service Area except for the maps and records to be provided by Customer under Section 3.1. USIC will receive transmittals directly from the one-call center for the Contract Service Area at no additional cost to Customer.
- 2.2 Upon receipt of a request for a Locate, USIC will determine whether a field visit to the excavation site and a Visual Examination is required to determine if a conflict exists between the Customer's Facilities and the proposed excavation. If USIC determines that no field visit or Visual Examination is necessary, USIC will proceed under section 2.4 below.
- 2.3 If USIC determines that there are Locatable Facilities present at the excavation site, it will indicate the presence of those facilities with appropriate Markings within the required timeframe under the JULIE Act
- 2.4 If USIC determines that Customer's Facilities are not present at the excavation site, USIC will either notify Excavator prior to the proposed excavation that Customer's Facilities are not present or mark the excavation site in a manner to indicate that Customer's Facilities are not present at the proposed excavation site.
- 2.5 Customer agrees that USIC will have the right to screen tickets via prints. Customer also agrees that, notwithstanding anything to the contrary contained in this Agreement, USIC will not be liable for any damages that occur because of incorrect prints.
- 2.6 If USIC determines that there are Unlocatable Facilities at the excavation site, it will immediately notify Customer and Customer will be responsible for determining what course of action should be followed to assure that the Unlocatable Facilities are not damaged by Excavator.
- 2.7 Any maps and records furnished by Customer pursuant to section 3.1 shall remain the property of Customer. USIC agrees to return all copies of such maps and records to Customer upon Customer's written request or at the termination of this Agreement. Unless such maps and records

were previously known to USIC free of any obligation to keep them confidential, are given to USIC by a third party not obligated to keep them confidential, or become public without any act or omission of USIC, USIC agrees to keep such maps and records confidential and shall use such maps and records only in the performance of this Agreement except upon such terms as may be agreed upon by Customer, in writing, or as required by law. This obligation of confidentiality shall survive the termination of this Agreement.

2.8 Subject to the terms of section 3.2, USIC shall perform the Services as an independent contractor and as such it has the right to exercise control and supervision of the work and full control over the employment, direction, compensation and discharge of all persons assisting it in performing the Services; that it will be solely responsible for the payment of its employees and for the payment of all federal, state, county and municipal taxes and contributions pertaining thereto; and that it will be responsible for its own acts.

2.9 USIC shall not subcontract the Services or any part of the Services without the prior written approval of Customer, which approval Customer may choose to withhold in its sole discretion.

2.10 USIC shall comply with the provisions of all applicable permits and licenses relative to the services to be performed hereunder. USIC shall comply with all applicable laws, ordinances and regulations of the United States, the State or States where the Services are performed, and any unit of local government correctly asserting jurisdiction, applicable to the Services (including, but not limited to the JULIE Act, Worker's Compensation, Unemployment Insurance and Social Security).

### 3. Responsibilities of Customer.

3.1 Customer agrees to provide USIC with the necessary maps and records to permit USIC to provide the Locate Services.

3.2 Customer agrees that it will reasonably cooperate with USIC so that USIC enjoys the same protection under the laws applicable to the Customer regarding Third Party Claims as the Customer would enjoy if it were performing the Services.

3.3 Customer will pay USIC for the Locate Services in accordance with the charges set forth on Exhibit B. USIC shall bill for all tickets received from the State One Call, on behalf of Customer. USIC will not be responsible for the accuracy, updates to or the completeness of the definition of the Customer's service area that Customer has provided to the State One Call center.

#### 4. Term, Termination and Exclusive Nature of Agreement

4.1 This Agreement shall be effective as of May 1, 2014, and continue for a period of one (1) year, with automatic renewal for consecutive periods of one (1) year on each expiration date, unless sooner terminated pursuant to section 4.3.

4.2 Customer shall use USIC as its exclusive provider of Locate Services within the Contract Service Area, unless there is written agreement by both parties for special circumstances (i.e. mass tree planting). In addition, if USIC fails to complete a requested locate the customer retains the right to perform as needed.

4.3 Either party to this Agreement can terminate this Agreement upon thirty (30) days prior written notice to the other. Upon such termination the only liability will be that of the Customer for any Services performed by USIC prior to the effective date of termination.

#### 5. Investigations of Damage to Customer's Facilities

5.1 Should either party to this Agreement become aware of any Damage to Customer's Facilities that occurs after USIC has been asked to perform a Locate with respect to the Customer's Facilities, the party learning of the Damage to Customer's Facilities shall promptly notify the other

party. This notification must be made in writing; e-mail, text, fax or letter are all acceptable. Both parties to this Agreement reserve the right and shall be entitled to investigate any reports of Damage to Customer's Facilities.

- 5.2 USIC will investigate incidents of Damage to Customer's Facilities and provide a written report of its findings to Customer upon request. Such report will contain USIC's determination as to whether the Damage to Customer's Facilities constitutes At Fault Damages. In the event of a dispute between Customer and USIC as to whether such Damage to Customer's Facilities constitutes At Fault Damages, Customer and USIC agree to negotiate such dispute between them in good faith for a period of 30 calendar days prior to exercising their rights to file an appropriate legal and/or equitable action in the Circuit Court of DuPage County, Illinois, within the timeframe provided by Illinois law
- 5.3 USIC shall be entitled to collect an investigation fee for each investigation and written report thereof, which it provides to Customer, unless such report concludes or the parties ultimately agree that the report involves At Fault Damages, or it is determined by a court of competent jurisdiction that the report involves At Fault Damages
- 5.4 Customer agrees that should it fail to notify USIC as provided in section 5.1 of any Damage to Customer's Facilities within seventy-two (72) business day hours after Customer receives notice of the damage and USIC is otherwise unaware of the damage within that period, then USIC shall not be liable to Customer for Restoration Costs arising from that Damage to Customers' Facilities and Customer shall indemnify USIC against Third Party Claims in accordance with section 7.1.

6. Limitation of Liability and Indemnification of Customer by USIC

- 6.1 If USIC receives a request to provide Locate Services with respect to Customer's Facilities or provides Site Surveillance and Damage to Customer's Facilities occurs and constitutes an At Fault Damage, then USIC will be responsible for paying Customer's Restoration Costs.

However, restoration costs payable by USIC shall at no time collectively exceed \$12,000.00 per incident. If the Damage to Customer's Facilities is not At Fault Damages or if Customer's Facilities are Unidentifiable Facilities or Unlocatable Facilities, USIC's only responsibility will be to provide whatever support to Customer it can reasonably provide to establish whether the Excavator or another third party is liable for such Damage to Customer's Facilities. USIC shall indemnify and hold Customer, its agents, employees, officers, directors and shareholders (**Customer Indemnities**) harmless from and against any and all Third Party Claims to the extent the same arise from At Fault Damages; provided, however, USIC shall not indemnify Customer Indemnities for Third Party Claims arising from Damages that are not At Fault Damages or damages to Unidentifiable Facilities or Unlocatable Facilities or for Third Party Claims that arise from the negligence or willful misconduct of Customer, its agents or employees.

- 6.2 USIC shall also indemnify and hold harmless the Customer Indemnities from and against any and all Third Party Claims if the Third Party Claim(s) arose from the negligence or willful misconduct of USIC, its agents or employees, and USIC shall be responsible for all legal costs and attorney's fees of the Village related to any such Third Party Claims.

7. Indemnification of USIC by Customer

- 7.1 Customer shall indemnify and hold USIC, its agents, employees, officers, directors and shareholders (**USIC Indemnities**) harmless from and against any and all Third Party Claims to the extent the same arise from Damage to Customer Facilities if the Customer's Facilities were either Unidentifiable Facilities or Unlocatable Facilities or if the Third Party Claims arose from the negligence or willful misconduct of Customer, its agents or employees.

8. Price Revisions

- 8.1 USIC may adjust the prices for Locate Services set forth on Exhibit B upon thirty (30) days notice to Customer, provided that USIC provides Customer evidence that such price increase results from (a) an increase in USIC costs for providing the Services that exceeds the average rate of inflation for the period since USIC's most recent price increase; (b) a material change in the one-call statute effective within the Contract Service Area. Unless Customer contests, in writing within the thirty (30) day notice period, the evidence provided by USIC the price increase will become effective on the date identified in USIC's notice. If Customer contests the basis for the price increase as provided above, the parties shall either negotiate a mutually agreeable resolution or resolve the dispute as provided in section 11.1. At the beginning of each Contract Year subsequent to the first Contract Year, the charges for Locate Services set forth on Exhibit B shall be increased by the lesser of 3% or a percentage that is equal to the percentage increase, if any, in the Consumer Price Index (as hereinafter defined) from the most recently published report as of the first day of the immediately preceding Contract Year, to the most recently published report on the first day of the current Contract Year. The Consumer Price Index means the Consumer Price Index For All Urban Consumers-United States Average-All Items (1982-84=100), published by The Bureau of Labor Statistics of the United States Department of Labor, or in the event of discontinuance of that index or substantial change in the formula by which that index is determined, then the published index most closely approximating that index as that index is determined as of the date of this Contract.
- 8.2 USIC may on a biannual basis adjust fees based upon fluctuation in fuel prices. The adjustment will be based on "U.S. Regular Conventional Retail Gas Prices" from the US Department of Energy site: [http://www.eia.doe.gov/oil\\_gas/petroleum/data\\_publications/wrqp/mogas\\_history.html](http://www.eia.doe.gov/oil_gas/petroleum/data_publications/wrqp/mogas_history.html). The average fuel price over the previous 6-months will be reviewed every Contract Year on January 1<sup>st</sup> and July 1<sup>st</sup> and pricing will be adjusted when applicable based the average fuel price as outlined in the chart below. There will be no adjustment in fees

as long as the average fuel price is at or below \$3.99. For example, if the average fuel price for the previous 6-months is \$4.00 - \$4.49 on July 1, fees will be increased by 1.50% for the next 6-month period through December 31<sup>st</sup>. If the reviewed average 6-month fuel price (on January 1<sup>st</sup> or July 1<sup>st</sup>) drops below \$4.00, the increases will cease to be in effect.

<b>6-month Average Fuel Price per Gallon</b>	<b>Rate Increase</b>
\$4.00 - \$4.49	1.50%
\$4.50 - \$4.99	Additional 1.00%
\$5.00 - \$5.49	Additional 1.00%
\$5.50 +	Additional 1.00%

9. Equal Employment

9.1 USIC acknowledges that it is an equal opportunity employer. No provisions or application of this Agreement shall cause or result in discrimination against any employee or applicant for employment in his or her hiring, tenure, or condition of employment because of race, color, religion, sex or national origin.

10. Insurance

10.1 USIC provides the following insurance coverage:

<u>INSURANCE COVERAGE:</u>	<u>LIMITS:</u>
Worker's Compensation	Statutory Limit
Employers' Liability	
Each Accident	\$1,000,000
Disease, Policy Limit	\$1,000,000
Disease, Each Employee	\$1,000,000
Comprehensive General Liability	
including Contractual Liability \$1,000,000 Each Occurrence	
Occurrence Basis BI & PD	\$1,000,000 Each Occurrence
	\$2,000,000 General Aggregate (Each occurrence)

Personal Injury	\$1,000,000 Each Occurrence
Products & Completed Operations	\$2,000,000 Each Occurrence
Automobile Liability	
BI & PD Combined	\$1,000,000 Each Occurrence

11. Miscellaneous

- 11.1 Neither party shall be deemed to be in default of this Agreement to the extent that any delay or failure to perform its obligations, other than the payment of money, results from any cause beyond its reasonable control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, unusually severe weather conditions or strikes. If USIC claims that it is delayed by such a cause, it shall notify Customer immediately and Customer shall be entitled to obtain the Services from any other person until such cause terminates as evidenced by a notice from USIC that such cause has ended.
- 11.2 This Agreement may only be modified or amended by a written instrument signed by an authorized representative of USIC and Customer. The term "Agreement" shall include any such future amendments or modifications.
- 11.3 This Agreement shall constitute the entire contract between the parties with respect to the subject matter of this Agreement. Customer and USIC each represent that it has read this Contract, agrees to be bound by all terms and conditions contained in this Agreement, and acknowledge receipt of a signed, true exact copy of this Agreement.
- 11.4 Customer agrees that during the Term of this Agreement and for a period of six (6) months thereafter, Customer will not hire or solicit for hire any employee of USIC who has been used by USIC within the last six months for the purpose of providing the Services to Customer.

11.5 **Contacts:**  
 Village of Carol Stream  
 Director of Public Works  
 124 Gerzevske Lane  
 Carol Stream, IL 60188  
 630-871-6260

USIC Locating Services  
 Contracts Department  
 9045 North River Road, Suite 300  
 Indianapolis, IN 46240  
 317-575-7800

11.6 This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and any court proceedings between the parties hereto shall be brought in Du Page County, Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives.

Village of Carol Stream, IL

USIC Locating Services, Inc.

By: \_\_\_\_\_  
 (Signature)

By: \_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Please print)

Tim Seelig  
 \_\_\_\_\_  
 (Please print)

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

Title: Sr. Vice President

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

**Exhibit A**

USIC Locating Services, Inc. shall provide services in the State of Illinois.

**Exhibit B**

USIC Locating Services, Inc. will charge for services rendered hereunder:

- \$ 15.50      Per Ticket Received from the One Call**
  
- \$ 44.00      Per After Hour Call Out Ticket**
  
- \$ 35.00      Damage Investigation Fee**
  
- \$ 11.00      Project Price Per Quarter Hour for Tickets that Exceed 60 Minutes**
  
- \$ 44.00      Per Hour Damage Investigation**

Mail Invoices To:      Village of Carol Stream  
                                  ATTN: Phil Modaff  
                                  124 Gerzevske Lane  
                                  Carol Stream, IL 60188

USIC shall render invoices and statements to Customer on a monthly basis. Each statement shall be paid by Customer within thirty (30) days of invoice date.

*Village of Carol Stream*  
Interdepartmental Memo

TO: Joe Breinig, Village Manager

FROM: Philip J. Modaff, Director of Public Works 

DATE: March 12, 2014

RE: Recommendation for Approval of Amendment No. 3 to the Agreement for Operations, Maintenance and Management Services of the Water Reclamation Center

EXECUTIVE SUMMARY

Each year the Village negotiates costs for the operations, maintenance and management of the Water Reclamation Center (WRC). The agreement in place provides for this annual negotiation but also provides for a default formula to establish the annual cost should the parties fail to reach agreement.

A recent Illinois Supreme Court decision (*People ex rel. Department of Labor v. E.R.H. enterprises, Inc.*) amended the applicability of Illinois' prevailing wage laws to the operations and maintenance industry. The court held that the O&M contractor in question did not qualify as a "public utility company" entitled to exemption under the Illinois Prevailing Wage Act. This is a significant departure from our understanding of the law at the time the agreement was written in 2011 and moving forward will have an impact on the personnel costs associated with operation and maintenance of the facility.

The Village Attorney and Public Works staff has worked closely with CH2MHill legal counsel, management and operations staff to negotiate the attached Amendment #3 to the Agreement to assure compliance with the court's decisions while continuing to deliver responsible management and operation of the facility within projected budget estimates.

BACKGROUND

In March 2011, the Village Board approved a five-year contract with CH2MHill/OMI for operation, maintenance and management of the Carol Stream Water Reclamation Center (WRC). The contract included a provision for annual review of costs; including a formula for a default increase should the Village and CH2MHill/OMI fail to reach agreement<sup>1</sup>.

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<sup>1</sup> The default adjustment would yield an increase of 1.75% for the coming year.

I have worked with CH2MHill/OMI staff to review the various cost centers included in the base fee and to develop a Capital Expenditure ("CapEx") program for the coming fiscal year. The attached proposal requests an adjustment of 1.75% for the non-capital line items for the period May 1, 2014 through April 30, 2015.<sup>2</sup> The CapEx category, which covers non-routine repair and replacement needs (such as door replacement, tank painting, HVAC upgrades), will remain at \$125,000 as established by contract. As a result, the combined operating and capital budget increase of 1.65% would be \$27,785 (from \$1,689,861 in FY14 to \$1,717,646 in FY15).

The discussion over an increase for the coming year was significantly influenced by a November 2013 Illinois Supreme Court decision which determined that some operation and maintenance services provided by contract operators on behalf of government-owned treatment facilities are subject to the Prevailing Wage Act. For instance, laborers at the treatment plant complete a wide variety of tasks in a day, much like our own maintenance workers. Some of those tasks are not covered by the prevailing wage law (such as monitoring process controls, operating valves, recording observations). Other tasks that require repair and maintenance skills (electrical, plumbing, welding, etc.) now must be compensated at prevailing wage rates. This is a condition which was not anticipated when the agreement was originally approved in 2011.

CH2MHill/OMI's legal team worked closely with their management and operations groups to establish processes for compliance with the court's decision. They have identified the various tasks performed by personnel that are subject to prevailing wages, projected time spent at each of those tasks by position, and projected the costs for the coming year. The contractor will be required to provide monthly compliance reports to the Village to insure that the appropriate wages are being paid. Village Attorney Jim Rhodes has reviewed CH2MHill/OMI's compliance plan and has inserted additional language in the agreement (Article 11 F.) reflecting the parties' requirements to comply with the Prevailing Wage Act.

The Illinois Supreme Courts' decision will have a financial impact on the personnel cost center in the annual budget. However, while CH2MHill/OMI will incur additional personnel costs retroactive to the November 2013 court decision, they will *not be seeking any adjustment* from the Village through the end of the current contract year (April 30, 2014).

Looking ahead to the new contract year staff worked closely with CH2MHill/OMI in an effort to keep the annual increase within the previously established default amount (1.75%) while maintaining established personnel staffing levels. By examining the

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<sup>2</sup> During the prior five-years annual increases ranged from 2.2% to 5.12%.

various cost centers and the history of rebates the Village has received<sup>3</sup> it was determined that some budgeted funds in the utilities cost center could be shifted to the personnel cost center to cover most of the increased personnel expenses related to the prevailing wage decision.

Utility cost-savings realized following installation of the new turbo-blower two years ago, and the planned installation of an additional turbo-blower this summer, reasonably justified the shift of some utility funds to the personnel budget. Staff agreed with CH2MHill/OMI that shifting \$50,000 from the utilities cost center to personnel is reasonable. It is important to point out that CH2MHill/OMI will remain financially responsible for any cost overruns in these categories, thereby shielding the Village from increased financial liability as a result of the recommended budget adjustments.

CH2MHill/OMI has also proposed a change in the formula for calculating end-of-year rebates by asking that they be allowed to aggregate the cost centers and share equally in any rebate amounts. Below is a summary of the rebate terms in the current contract and as proposed by CH2MHill/OMI for the coming year:

#### CURRENT TERMS

- **Utilities/Solids** - the operator is responsible for any amounts that exceed the established limits for Utilities & Solids. If actual costs come under the limit amount for Utilities & Solids, that savings is shared 50/50 between the Village and the operator.
- **Labor & Benefits** - the operator is responsible for any amounts that exceed the established limits for Labor & Benefits. If actual costs come under the limit amount for Labor & Benefits 100% is rebated to the Village.
- **Repairs** - the Village is responsible for expenses that exceed the Repair limit and will receive 100% of any funds not expended.

#### **PROPOSED TERMS**

- **Utilities/Solids/Labor & Benefits** - the operator is responsible for any amounts that exceed the established limits for *aggregated costs associated with Utilities/Solids/Labor and Benefits*. If actual costs come under the limit amount for these aggregated costs, that savings is shared 50/50 between the Village and the operator.
- **Labor & Benefits** – as shown above these costs will be aggregated with Utilities and Solids for purposes of calculating any rebate.
- **Repairs** - Unchanged.

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<sup>3</sup> The Village is entitled to rebates on an annual basis should actual expenditures come in under budget amounts in certain cost centers.

Had the proposed terms been in place over the past four years the Village would have received an average of approximately \$13,000 less per year in rebates. However, personnel costs would surely have been higher had the court's recent decision been in place when the agreement was originally approved.

Staff supports the proposal as a reasonable way to keep annual cost increases within the originally established formula while acknowledging the newly imposed financial burden that resulted from the recent court ruling.

RECOMMENDATION

It is recommended that the Village Board approve Amendment No. 3 to the Agreement for Operations, Maintenance and Management Services of the Water Reclamation Center authorizing an increase of \$27,785 for a total contract cost of \$1,717,646 for the period May 1, 2014 through April 30, 2015.

Attachments

AMENDMENT NO. 3  
To  
THE AGREEMENT  
for  
OPERATIONS, MAINTENANCE AND  
MANAGEMENT SERVICES  
for the  
VILLAGE OF CAROL STREAM, ILLINOIS

THIS AMENDMENT NO. 3 is made on this \_\_\_\_\_ day of April, 2014, to the Agreement for Operations, Maintenance and Managements Services dated April 20, 2011, between the Village of Carol Stream, Illinois (hereinafter "Owner"), whose address for any formal notice is 124 Gerzevske Lane, Carol Stream, Illinois 60188, and Operations Management International, Inc., (hereinafter "CH2M HILL OMI") whose address for any formal notice is 9189 S. Jamaica Street, Suite 400, Englewood, CO 80112.

1. Article 2.18 is hereby deleted in its entirety and replaced with the following Article 2.18:

2.18 Manage a pre-approved Capital Expenditures Budget as defined in Exhibit A, provided the total amount CONTRACTOR shall be required to pay does not exceed \$125,000 (herein after referred to as the "CapEx Limit") during the period of May 1, 2014 to April 30, 2015 of this Agreement. CONTRACTOR shall notify OWNER in writing when the CapEx Limit reaches 80%. Once the annual Limit has been reached at 100%, the CONTRACTOR shall provide written justification of additional expenditures over the limit and written authorization shall be required by the OWNER before such expenditures are made.

On a monthly basis, OWNER shall pay CONTRACTOR for all Capital Expenditures incurred in accordance with the Capital Expenditures Budget . OWNER shall pay CONTRACTOR actual cost plus 10% for approved Capital Expenditures cost in excess of the CapEx Limit Budget. CONTRACTOR shall negotiate each year with OWNER for any changes to the CapEx Limit budget.

2. Article 4.7 is hereby deleted in its entirety and replaced with the following Article 4.7:

4.7 At the end of the contract year, OPERATOR shall rebate one hundred percent (100%) of any budgeted funds for Repairs that are not spent, if any, for the operations, maintenance and management of the Project during the contract year. At the end of the contract year, OPERATOR shall invoice one hundred percent (100%) of any funds expended by Operator in excess of the budgeted funds for Repairs, if any, for the operations, maintenance and management of the Project during the contract year. Budgeted funds for the period of May 1, 2014 to April 30, 2015 of this Agreement are listed in Section 4.9.

3. Article 4.8 is hereby deleted in its entirety and replaced with the following Article 4.8:

4.8 At the end of the contract year, OPERATOR shall rebate fifty percent (50%) of any budgeted funds for Labor and Benefits, Utilities (Electrical Power and Natural Gas) and Biosolids Hauling and Disposal that are not spent for the operations and maintenance of the Project during the contract year. For purposes of this Agreement, any rebate of these budgeted funds (Labor, Utilities and Biosolids Hauling and Disposal) will be based upon a combined aggregate total of Labor, Utilities and Biosolids Hauling and Disposal. Budgeted funds for the period of May 1, 2014 to April 30, 2015 of this Agreement are listed in Section 4.9.

Rebates do not include any energy or operation grants directly resulting from efforts initiated, funded or performed by the Village. This includes any major WRC improvements which are funded by the Village outside this Contract.

3. Article 4.9 is hereby deleted in its entirety and replaced with the following Article 4.9:

4.9 Owner shall pay to CH2M HILL OMI as compensation for services performed under this Agreement a base fee of One Million Five Hundred Ninety Two Thousand Two Hundred Forty-Six Dollars (\$1,592,246) for the period of May 1, 2014 to April 30, 2015 of this Agreement based on the following:

**SUMMARY OF OPERATING CONTRACTS BUDGET:**

WRC Operations - The expenditures budgeted from Sections 2.17, 2.18, 4.7 and 4.8 are as follows:

<b>NO.</b>	<b>BUDGET ITEM</b>	<b>CONTRACTUAL AMOUNTS</b>
1	<i>Total Fixed Operating Costs</i>	
	<i>1. Subtotal Labor and Benefits Costs:</i>	<i>\$618,827</i>
	<i>2. Subtotal Non-Labor Operating Costs</i>	<i>\$522,981</i>
	<i>Total Labor and Operating Costs</i>	<i>\$1,141,808</i>
2	<i>Budgeted Utility Costs</i>	
	<i>1. Electricity</i>	<i>\$208,000</i>
	<i>1. Natural Gas:</i>	<i>\$11,198</i>
	<i>Budgeted Utility Costs</i>	<i>\$219,198</i>
3	<i>Costs for Biosolids Hauling and Disposal:</i>	<i>\$160,940</i>
4	<i>IPP Costs</i>	<i>\$10,300</i>
5	<i>Repair Budget</i>	<i>\$60,000</i>

	<b>TOTAL BASE FIXED FEE (SUM OF ITEMS 1-5)</b>	<i>\$1,592,646</i>
	<i>Capital Expenditure Budget (Not included in base fixed fee. See Article 2.18)</i>	<i>\$125,000</i>

Total Base Fixed Fee is based on seven (7) onsite FTEs.

4. Article 11 F. is hereby deleted in its entirety and replaced with the following Article 11 F.

F. This Agreement calls for the Operator to provide certain construction, repair and maintenance of a "public work" within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* ("the Act"). The Operator and all subcontractors are required to pay wage rates in accordance with the Act to all laborers, workers and mechanics and to maintain and provide documentation of compliance to the Village. The prevailing rate of wages are determined by the Illinois Department of Labor ("IDOL") for DuPage County, effective April 1, 2014, as revised from time to time. The prevailing rate of wages are revised by the IDOL and are available on the IDOL website, [www.state.il.us/agency/idol](http://www.state.il.us/agency/idol). The Operator and all subcontractors are responsible for checking the IDOL's website for revisions to the prevailing wage rates. In the event that the IDOL should revise the prevailing rate of wages, then the revised rates shall apply to this Agreement. In no case shall any revision in the rates of prevailing wages result in an increase in the total compensation as set forth in this Agreement. The Operator certifies that it is not otherwise barred from participating and/or entering into this Agreement under Section 130/11a of the Act (820 ICLS 130/11a).

Both parties indicate their approval of this Amendment by their signatures below.

Authorized signature:

Authorized signature:

\_\_\_\_\_  
Name: Elliott Wheeler  
Title: Senior Designated Manager

\_\_\_\_\_  
Name: Frank Saverino  
Title: Mayor

OPERATIONS MANAGEMENT  
INTERNATIONAL INC.

VILLAGE OF CAROL STREAM

Date: \_\_\_\_\_

\_\_\_\_\_  
Name: Beth Melody  
Title: Village Clerk

Date: \_\_\_\_\_

# AGENDA ITEM

G-3 3-4-13

## *Village of Carol Stream*

### Interdepartmental Memo

TO: Joseph Breinig, Village Manager  
FROM: Matthew R York, Assistant Public Works Director <sup>MY</sup>  
DATE: February 25, 2013  
RE: Recommendation to Approve Amendment Number Two to the Harvesting Agreement with St Aubin's Nursery

In the summer of 2007, the Public Works Department introduced to the Village Board the effect that the Emerald Ash Borer could have on the Village's parkway trees. As a result of those discussions the Village set aside \$2.25 million for the removal and replacement of approximately 2,000 Ash trees.

In October 2007, the Village entered into an eight-(8) year harvesting agreement with St Aubin's Nursery in Kirkland, IL. This agreement stated that St Aubin's would plant 2000 trees on their property and grow them until they were ready to be transplanted to the Village rights-of-way. Five hundred (500) trees were planted at St. Aubin's in the spring of four (4) consecutive years from 2008-2011. These trees were scheduled to be transplanted, at a rate of 500 per year, during 2012-2015. The total cost of this agreement was \$340,000, or \$170 per tree. The \$340,000 was to be paid in eight equal installments of \$42,500.

Due to the recession, the Village approached St Aubin's in the Fall of 2009 about making a change to our current agreement. On December 21, 2009, the Village Board approved Amendment #1 extending the length of the contract in a move to reduce the annual expenditure from \$42,500 to \$31,875 for the remaining six (6) installments. The addendum to the agreement moved the 2010 planting of 500 trees on St Aubin's property to 2012. The extension made the re-established the planting schedule from 2012-2015 to 2012-2017. At the same time, the number of trees to be planted each year went from 500 to between 300 and 350.

Beginning in the Summer of 2010, the Village saw the Ash trees in our urban forest begin a sharp downturn. By 2012, a large number of Ash trees were visibly affected and 1,300 trees were removed, while only 340 were planted. Staff is estimating that another 1,000 trees will be removed in 2013. This removal rate, combined with the current replanting rate of 300 - 350 trees per year, will result in a backlog of several years before trees are replaced. In the Fall of 2012, the Public Works Department and St Aubin's entered into preliminary discussions to again amend the agreement to accelerate the planting rate.

Public Works negotiated with St Aubin's Nursery to provide 2400 trees over the next 2 years. The trees that will be transplanted are a mixture of the trees that were planted on St Aubin's property under the existing agreement, and additional trees from St Aubin's own stock. Currently we have 1,660 trees left on the agreement, so the Village would have to purchase an additional 740 trees. St Aubin's agreed to extend to the Village the \$170 per tree cost from the original agreement to the additional 740 trees.

The payment structure has also changed. Since the amended contract spread out the payments over a 10 year period, St Aubin's requested that they get paid for the trees as they are removed from their property. Since payment was stretched out over a long time period, the cost per tree from the original contract is lower than \$170. The payment structure is as follows:

Payment Period	Payment Amount	Remaining on Agreement
BEGINNING AGREEMENT		\$340,000
May 2008 (Original agreement)	\$42,500	\$297,500
May 2009 (Original agreement)	\$42,500	\$255,000
May 2010 (Amended)	\$31,875	\$223,125
May 2011 (Amended)	\$31,875	\$191,250
May 2012 (Amended)	\$31,875	\$159,375
May 2013 (Proposed - 600 Trees)	\$57,600	\$101,775
November 2013 (Proposed - 600 Trees)	\$57,600	\$44,175
May 2014 (Proposed - 460 Trees)	\$44,175	\$0
ADDITIONAL PROPOSED TREES		
May 2014 (Proposed - 140 Trees)	\$23,800	
November 2014 (Proposed -600 Trees)	\$102,000	

Staff is recommending approval of a Motion Amending the previously amended agreement with St Aubin's Nursery. The amendment will accelerate the replanting of the trees, and the purchase of an addition 740 trees at the previously negotiated price.

\$67,955

AMENDMENT No. 2  
To  
THE AGREEMENT  
for  
TREE HARVESTING  
for the  
VILLAGE OF CAROL STREAM, ILLINOIS

THIS AMENDMENT made on this 4<sup>th</sup> day of March, 2013, to the Agreement for Tree Harvesting dated October 15, 2007, as amended on December 21, 2009 between the Village of Carol Stream, Illinois (hereinafter "Village"), whose address for any formal notice is 124 Gerzevske Ln, Carol Stream, Illinois 60188, and Eugene A de St. Aubin & Bro. Inc (St. Aubin's) whose address for any formal notice is 35445 Irene Rd, Kirkland, Illinois 60146.

1. Paragraph 4 Harvesting is hereby deleted in its entirety and replaced with the following Paragraph 4:

4. Harvesting - During the 2013 and 2014 planting seasons (Spring and Fall), St Aubin's will harvest 2,400 trees for use by the Village. The Village and St Aubin's will agree on a suitable, diverse tree listing for each seasonal planting of 600 trees. All trees harvested will be at least two (2) inch diameter trees, and will be dug, balled, and bagged in accordance with the standards and specifications established in the Illinois Nurserymen Standards. Delivery and replanting of trees are not included in this contract.

2. Paragraph 7 - Cost/Payment is hereby deleted in its entirety and replaced with the following Paragraph 7:

7. Cost/Payment - the Village shall pay to St Aubin's the sum of \$285,175 payable at the time of harvesting. The payment schedule will be as follows:

Spring 2013 Harvesting	\$57,600
Fall 2013 Harvesting	\$57,600
Spring 2014 Harvesting	\$67,975
Fall 2014 Harvesting	\$102,000

Both parties indicate their approval of this Amendment by their signatures below.

Authorized signature:

Authorized signature:

Name: \_\_\_\_\_

\_\_\_\_\_

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

Frank Saverino

EUGENE A DE ST. AUBIN & BRO. INC

Mayor

VILLAGE OF CAROL STREAM

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Beth Melody

Village Clerk

Date: \_\_\_\_\_

Ordinance No. \_\_\_\_\_

**An Ordinance Authorizing the Amendment of  
the Annual Budget of the Village of Carol Stream  
for the Fiscal Year Ending April 30, 2014**

**Whereas**, the Board of Trustees of the Village of Carol Stream on April 15, 2013 adopted the annual budget for the Village of Carol Stream for Fiscal Year 2013/14, Beginning May 1, 2013 and ending April 30, 2014; and

**Whereas**, certain expenses have been incurred which were not previously identified or included within the adopted FY13/14 annual budget; and

**Whereas**, cash reserve balances or budgeted but unspent amounts in other accounts are available to cover certain expenses which were incurred and not previously budgeted; and

**Whereas**, the Village Board is authorized to modify the adopted budget through amendment or transfer between accounts as deemed necessary;

**Now, Therefore, be it Ordained** by the Mayor and the 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 budget for the fiscal year ending April 30, 2014, is hereby amended to provide funds for unanticipated and unbudgeted expenses in the manner identified in Attachment A to this ordinance.

**Section 2:** This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

**Passed** by the Mayor and Board of Trustees of the Village of Carol Stream, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**Ayes:**

**Nays**

**Absent**

**Approved** by the Mayor of the Village of Carol Stream, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Mayor of the Village of  
Carol Stream, Illinois

**Attest:**

\_\_\_\_\_  
Village Clerk of the Village of  
Carol Stream, Illinois

(Published in pamphlet form and posted on the \_\_\_\_\_ day of \_\_\_\_\_, 2014.)

**Attachment A**

Village of Carol Stream  
Fiscal Year 2013/14 Annual Budget  
May 1, 2013 to April 30, 2014

<u>Account</u>	<u>Description</u>	<u>Amount</u>	<u>Reason</u>
<b><u>Budget Amendments</u></b>			
<b>GENERAL FUND</b>			
<b>Fire &amp; Police Commission</b>			
01510000- 52228	Personnel Hiring	\$20,000	Additional expenses due to development of new Police Officer eligibility list.
<b>Management Services</b>			
01650100- 52215	Insurance Deductibles	\$150,000	Higher than anticipated insurance claims.
01650100- 53379	Recycling Containers	\$15,000	Apartment recycling bin program.
<b>Public Works – Streets Division</b>			
01670200- 51109	Snow Overtime	\$70,000	Additional overtime incurred related to record snow season.
01670200- 53335	Salt	\$50,000	Additional salt costs related to record snow season.

ORDINANCE No. \_\_\_\_\_

**AN ORDINANCE ADOPTING THE ANNUAL BUDGET OF THE  
VILLAGE OF CAROL STREAM  
IN THE AMOUNT OF \$49,395,079 FOR THE FY14/15 FISCAL YEAR  
BEGINNING MAY 1, 2014, AND ENDING APRIL 30, 2015**

WHEREAS, Village staff has prepared and presented to the Mayor and Board of Trustees of the Village of Carol Stream a proposed annual budget for the FY14/15 fiscal year beginning May 1, 2014, and ending April 30, 2015 as set forth in "Exhibit A" to this ordinance as attached hereto; and

WHEREAS, following due and proper publication of public notice in The Examiner on March 26, 2014, a public hearing was held on April 7, 2014, to consider the proposed annual budget for the FY14/15 fiscal year; and

WHEREAS, the proposed annual budget has been made conveniently available for public review and inspection at least 10 days prior to passage in the office of the Carol Stream Village Clerk, the Carol Stream Public Library and on the Village's web site, and

WHEREAS, the Mayor and Board of Trustees of the Village of Carol Stream deem it in the best interest of the Village to adopt the budget proposed by the Budget Officer, as revised at the direction of the Mayor and Board of Trustees;

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

SECTION 1: The annual expenditure Budget for the FY14/15 fiscal year, beginning May 1, 2014, and ending April 30, 2015, for the Village of Carol Stream, is in the amount of Forty Nine Million Three Hundred Ninety Five Thousand Seventy Nine Dollars, (\$49,395,079); as set forth in "Exhibit A", as attached hereto, is hereby adopted and authorized.

SECTION 2: That the adoption of the foregoing annual budget shall be in lieu of the Appropriation Ordinance required in Section 8-2-9 of the Illinois Municipal Code.

SECTION 3: The budget hereby approved shall be printed and bound and a certified copy of this Ordinance and a copy of the printed and bound budget shall be filed with the DuPage County Clerk in accordance with the provisions of the statutes of the State of Illinois.

SECTION 4: The Finance Director is authorized and directed to transfer the sum of

Three Million Seven Hundred Thousand Dollars (\$3,700,000) from General Corporate Fund cash reserve balances to the Capital Projects Fund to support improvements to the Village's public infrastructure assets. This transfer is consistent with the Village's established policies and past practices with respect to reserve balances and continues to be the primary funding source for improvements to the Village's roadway, storm water, public facility and other infrastructure systems which are completed in the Capital Projects Fund.

SECTION 5: This Ordinance shall be in full force and effect upon its passage, approval, and publication in pamphlet form as provided by law.

PASSED AND APPROVED THIS 7<sup>TH</sup> DAY OF APRIL, 2014.

AYES:

NAYS:

ABSENT:

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Frank Saverino, Sr., Mayor

ATTEST:

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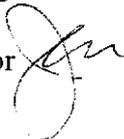
Beth Melody, Village Clerk

Exhibit "A"

Proposed Annual Budget FY 14/15

On File in the Village Clerk's Office

*Village of Carol Stream*  
Interdepartmental Memo

**TO:** Joe Breinig, Village Manager  
**FROM:** Jon Batek, Finance Director   
**DATE:** March 21, 2014  
**RE:** Recommended Surplus Transfer to the Capital Projects Fund

Our General Fund cash reserve policy establishes a reserve corridor between 25% and 50% of annual operating expenditures, representing minimum and maximum reserve balances to be maintained, with additional allowances for special reserve funds such as the Emerald Ash Borer (EAB) Reserve.

Attached are the reserve balance calculations based on the proposed FY14/15 General Fund budget which is scheduled for adoption on April 7<sup>th</sup>.

This year the computed reserve transfer is **\$3.7 million**. This is based on a maximum (at the 50% threshold) General Fund reserve balance required of approximately \$12.1 million compared to projected cash on hand of \$15.8 million by April 30, 2014. While the projected \$2.3 million FY13/14 operating surplus is the largest factor driving this calculation, a reduction in the EAB reserve requirement of nearly \$0.5 million as well as a net reduction in cash escrow balances of another \$0.4 million are other significant factors in the transfer calculation.

Please let me know if you have any questions concerning this proposed transfer. As we have done in the past, I will include language authorizing this transfer within the proposed budget adoption ordinance.

Village of Carol Stream  
 General Fund Cash Reserve Balance Review  
 21-Mar-14

May 1, 2014

**Projected  
 FY14/15**

---

Annual Budgeted Expenditures	\$ 25,025,000
Less: Transfer to CPF	(1,350,000)
Less: Capital Outlay Budgets	<u>(864,360)</u>
Net Budgeted Operating Expenditures	22,810,640
<b>Policy Reserve Requirement MAX (50%)</b>	<b>11,405,320</b>
Policy Reserve Requirement MIN (25%)	5,702,660

ADD - Special Reserve - Emerald Ash Borer (EAB)

Balance, April 30, 2013	1,140,310	
Estimated FY13/14 EAB Expenditures	<u>(463,725)</u>	
<b>EAB Reserve</b>		<u><b>676,585</b></u>

<b>Total General Fund Reserve Requirement (MAX)</b>	<u><b>\$ 12,081,905</b></u>
Total General Fund Reserve Requirement (MIN)	\$ 6,379,245

Projected Year End Cash Balances - April 30, 2014

Cash, Beginning of Year, May 1, 2013	\$ 14,345,358	
Less: Restricted Fund Balance (Public Safety)	(523,209)	
Less: Estimated Deposits/Escrow Balances	(377,500)	
Estimated FY13/14 Surplus / (Deficit)	<u>2,307,737</u>	
Estimated Cash Subject to Reserve Policy		<u><b>\$ 15,752,386</b></u>
Estimated Cash Balances in Excess of Reserve Policy (Minimum allowable transfer to Capital Projects Fund)		<u><u><b>\$ 3,670,481</b></u></u>

**ORDINANCE NO. 2014-04-\_\_**

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR RESTAURANT,  
INCLUDING THE SALE OF LIQUOR IN CONJUNCTION THEREWITH  
IN THE I INDUSTRIAL DISTRICT  
(ANGELO CAPUTO'S FRESH MARKET, 520 E. NORTH AVENUE)**

**WHEREAS**, Robertino Presta, CEO of Angelo Caputo's Fresh Markets, hereinafter referred to as the Petitioner, has petitioned the Village of Carol Stream for a Special Use Permit for a *Restaurant, Including the Sale of Liquor in Conjunction therewith* in accordance with Section 16-10-2(B)(19) of the Carol Stream Zoning Code, for the property legally described in Section 2 herein and commonly known as 520 E. North Avenue, 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 March 24, 2014, following proper legal notice of said public hearing, after which by a vote of 6-0, the Plan Commission recommended to the Mayor and Board of Trustees of the Village that the Special Use Permit for a *Restaurant, Including the Sale of Liquor in Conjunction therewith* be approved; and

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

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, DUPAGE 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 for a *Restaurant, Including the Sale of Liquor in Conjunction therewith*, 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 Special Use Permit is hereby approved and granted subject to the conditions set forth in Section 3, upon the real estate commonly known as 520 E. North Avenue, Carol Stream, Illinois, and legally described as follows:

**LEGAL DESCRIPTION:**

Lot 2 in Duda's First Resubdivision, being a resubdivision of part of the southwest  $\frac{1}{4}$  of Section 33, Township 40 North, Range 10, East of the Third Principal Meridian, and part of the northwest  $\frac{1}{4}$  of Section 4, Township 39 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded July 6, 2006, as Document R2006-128930, in DuPage County, Illinois.

**SECTION 3:**

The approval of the Special Use Permit for a *Restaurant, Including the Sale of Liquor in Conjunction therewith* is subject to the improvements being constructed and the use being operated and maintained in accordance with the attached floor plan (Exhibit A) prepared by ARSA Associates Architects, 1411 W. Peterson Avenue, Suite 203, Park Ridge, Illinois 60126, and is also subject to the following conditions:

1. That clear and conspicuous signage must be posted at the access points to the restaurant and bar area advising customers that alcoholic beverages may only be

consumed in the restaurant and bar area of the grocery store, and the outdoor dining area, and may not be taken into the general grocery store area;

2. That the restaurant and bar area must be adequately staffed by BASSET-trained Caputo's employees to ensure that areas where alcoholic beverages may be consumed will be properly monitored;
3. That trash receptacles must be added within the outdoor dining area; and
4. That the business and property must be operated and maintained in accordance 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 7<sup>TH</sup> DAY OF APRIL 2014.

AYES:

NAYS:

ABSENT:

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

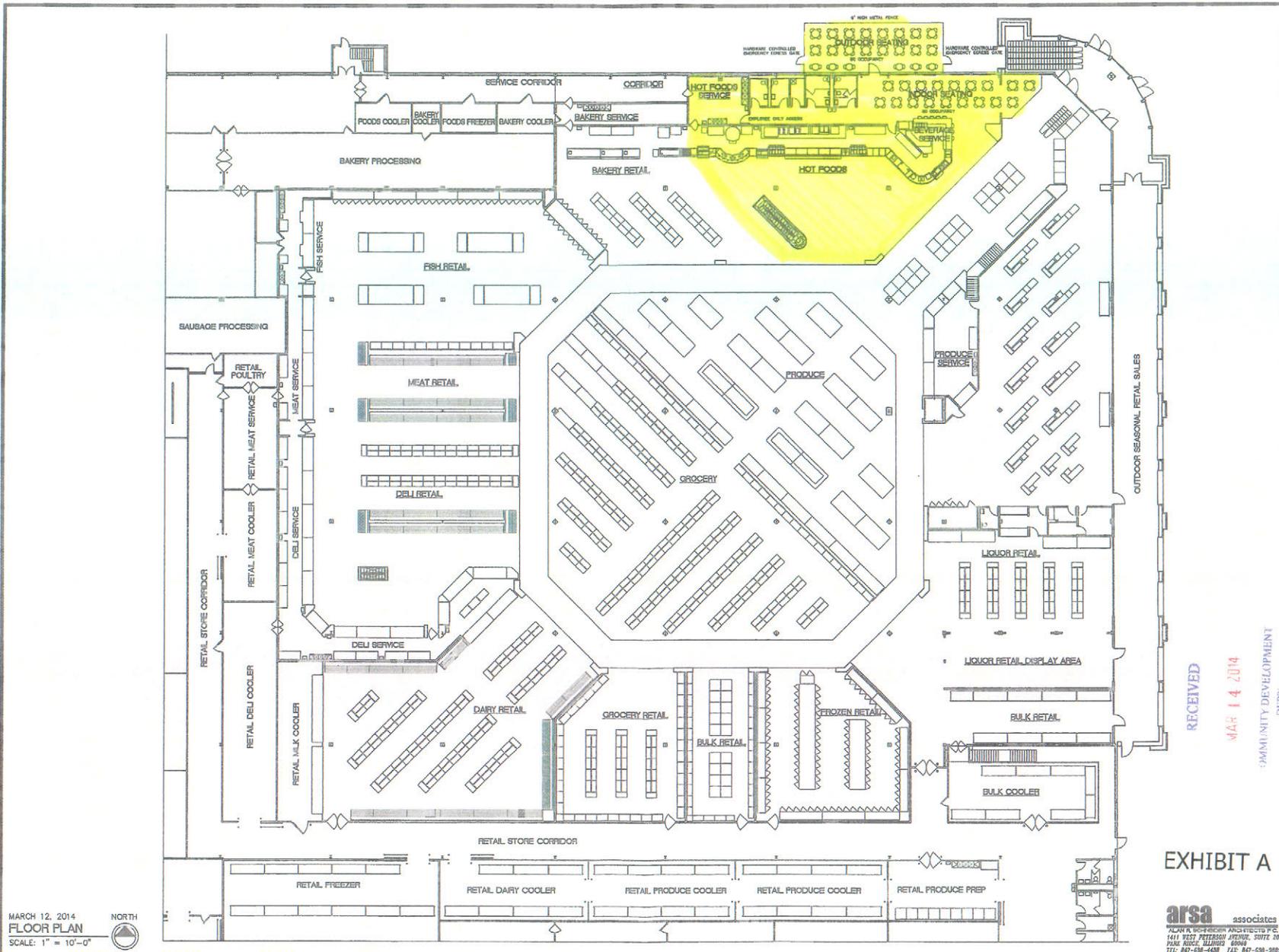
ATTEST:

\_\_\_\_\_  
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



MARCH 12, 2014  
**FLOOR PLAN**  
 SCALE: 1" = 10'-0"  
 NORTH

RECEIVED  
 MAR 14 2014  
 COMMUNITY DEVELOPMENT  
 DEPT.

**EXHIBIT A**

**arsa** associates  
 ALAN R. SCHREIBER ARCHITECTS P.C.  
 1411 WEST PETERSON AVENUE, SUITE 303  
 PLAIN FIELDS, ILLINOIS 60546  
 TEL: 647-258-4458 FAX: 647-258-5889

## ORDINANCE NO. 2014-04-\_\_\_

AN ORDINANCE AMENDING CHAPTER 6, ARTICLE 11 OF THE MUNICIPAL CODE  
OF THE VILLAGE OF CAROL STREAM  
(SIGN CODE)

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:** That Chapter 6, Article 11, Section 9 of the Carol Stream Sign  
Code is hereby amended as follows:

**§ 6-11-9 SPECIAL EVENT SIGNS**

~~(D) Temporary signs advertising special events of governmental agencies or not for profit organizations, or other non-commercial signs. A maximum of one temporary ground sign or banner sign may be installed per street frontage, not larger than 32 square feet in area, and not more than six feet in height if a ground mounted sign. Pennants, streamers and balloons shall also be permitted. Such signs may remain for 30 days and must be removed upon the close of the event. A governmental agency or not for profit organization may install temporary signs for four such events per calendar year. All temporary signs shall comply with the sign placement requirements contained in § 6-11-11.~~

(D) Temporary signs advertising special events of governmental agencies, not-for-profit organizations or other non-commercial signs.

(1) On premises. A maximum of one temporary ground sign or banner sign may be installed per street frontage, not larger than 32 square feet in area, and not more than six feet in height if a ground-mounted sign. Pennants, streamers and balloons shall also be permitted. Such signs may remain for a maximum of 30 days and must be removed upon the close of the event. A governmental agency or not-for-profit organization may install temporary signs for four such events per calendar year. All temporary signs shall comply with the sign placement requirements contained in § 6-11-11.

(2) Off premises. Only governmental agencies shall be permitted to install temporary special event signs on properties other than the property upon which the special event is to take place. Off premises special event signs shall only be permitted as an element of the overall signage for a special event which includes on premises signage. Off premises special event signs shall comply with the following:

(a) A maximum of eight temporary off-site banner signs may be installed, not larger than 32 square feet in area and not more than six feet in height, if a ground-mounted sign. Such signs may remain for a

# AGENDA ITEM

maximum of 30 days and must be removed upon the close of the event. The signs shall only be located on properties owned by the government agency hosting the event, or upon properties owned by other governmental agencies with the written permission of those agencies.

(b) Temporary directional signs may be installed, not larger than six square feet in area and not more than four feet in height. The directional signs shall be displayed for no more than four days preceding the event and must be removed immediately upon the close of the event. Directional signs may be located within the public right-of-way or on private property with the written consent of the property owner, and the placement of such signs shall comply with § 6-11-11(C). The location and number of temporary directional signs shall be subject to approval by the Community Development Director or his or her designee.

**SECTION 2:** All other sections not herein modified shall remain in full force and effect. This ordinance amending a provision of the Carol Stream Code of Ordinances shall be reprinted in the loose-leaf volume which bears that title.

**SECTION 3:** This Ordinance shall be in full force and effect from and after passage, approval and publication in pamphlet form as provided by law.

PASSED AND APPROVED THIS 7<sup>th</sup> DAY OF APRIL 2014.

AYES:

NAYS:

ABSENT:

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

ATTEST:

\_\_\_\_\_  
Beth Melody, Village Clerk

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

**A RESOLUTION AMENDING RESOLUTION NO. 2696  
ADOPTING THE 2014-15 EMPLOYEE COMPENSATION PLAN FOR  
THE VILLAGE OF CAROL STREAM**

WHEREAS, on January 6, 2014, the Mayor and Board of Trustees of the Village of Carol Stream adopted Resolution No. 2696 approving the 2014-15 Employee Compensation Plan for the Village of Carol Stream; and

WHEREAS, the Employee Relations Department undertook an evaluation of regular employees working less than 20 hours per week; and

WHEREAS, a recommendation has been presented to eliminate the reduced pay rate for regular employees working less than 20 hours per week performing the same work as their similarly titled co-workers.

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

SECTION 1: That the 2014-15 Employee Compensation Plan is amended to eliminate the reduced pay rate for regular part-time employees working less than 20 hours per week.

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

PASSED AND APPROVED THIS 7<sup>TH</sup> DAY OF APRIL, 2014.

AYES:

NAYS:

ABSENT:

---

Frank Saverino, Sr., Mayor

ATTEST:

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Beth Melody, Village Clerk

**VILLAGE OF CAROL STREAM  
INTER-DEPARTMENTAL MEMO**

**TO:** Joe Breinig, Village Manager

**FROM:** Caryl Rebholz, Employee Relations Director

**DATE:** March 18, 2014

**RE:** **Recommendation to Amend FY 2014-15 Employee Compensation Plan**

Several years ago, the Village recognized an opportunity to reduce costs by restructuring some positions at less than 20 hours per week, avoiding the cost of pension and benefits. In addition to the savings described above, these positions are provided no other paid benefits such as sick leave, vacation, holiday time, etc., and are paid at a rate less than their 20+ hour counterparts.

Since that time, a survey of our comparable communities has been conducted regarding regular part-time employees working less than 20 hours per week. Comparable communities were asked if they hire regular employees to work less than 20 hours per week, and if so, whether they provide any benefits or a reduced pay rate. As a result, it has been learned that of the communities that employ regular part-time employees at less than 20 hours per week, the overwhelming majority provide the same pay rate as their full-time counter-parts, and the few that have established a lower pay rate for these employees provide some benefits.

Based on this information, the attached Resolution amending the 2014-15 Employee Compensation Plan is recommended to eliminate the reduced pay rate of employees working less than 20 hours, and pay the same hourly rate for the same work as their full-time counterparts.

Please let me know if you have any questions or concerns.

ATTACHMENT A

Village of Carol Stream 2014-2015 Pay Plan						GWA 3.75%			
Effective May 1 2014		Annual		Monthly		Bi-weekly		Hourly	
POSITION TITLE		min	max	min	max	min	max	min	max
1	ACCOUNTANT	63,414.67	90,270.00	5,284.56	7522.50	2,439.03	3,471.92	30.49	43.40
2	ACCOUNTS CLERK/PW CLERK	42,884.17	61,045.08	3,573.68	5087.09	1,649.39	2,347.89	20.62	29.35
3	ADMINISTRATIVE SECRETARY	47,059.98	66,989.30	3,921.67	5582.44	1,810.00	2,576.51	22.62	32.21
4	ASSISTANT FINANCE DIRECTOR	81,314.04	115,749.52	6,776.17	9645.79	3,127.46	4,451.90	39.09	55.65
5	ASSISTANT VILLAGE MANAGER	98,355.26	140,007.49	8,196.27	11667.29	3,782.89	5,384.90	47.29	67.31
6	ASST TO VIL MGR	69,026.86	98,258.88	5,752.24	8188.24	2,654.88	3,779.19	33.19	47.24
7	ASST VILL ENGINEER / ASST CD DIR	78,585.52	111,865.51	6,548.79	9322.13	3,022.52	4,302.52	37.78	53.78
8	BUILDING MAINTENANCE EMPLOYEE	49,887.36	71,014.04	4,157.28	5917.84	1,918.74	2,731.31	23.98	34.14
9	BUILDING MAINTENANCE SUPERVISOR	66,211.06	94,250.62	5,517.59	7854.22	2,546.58	3,625.02	31.83	45.31
10	CODE PROFESSIONAL I	62,831.90	89,440.43	5,235.99	7,453.37	2,416.61	3,440.02	30.21	43.00
11	CODE PROFESSIONAL II	56,784.24	80,831.66	4,732.02	6735.97	2,184.01	3,108.91	27.30	38.86
12	COMMANDER	117,079.70	119,642.90	9,756.64	9970.24	4,503.07	4,601.65	56.29	57.52
13	COMMUNITY DEVELOPMENT DIR	99,643.83	141,841.75	8,303.65	11820.15	3,832.45	5,455.45	47.91	68.19
14	CST	44,211.38	62,934.35	3,684.28	5244.53	1,700.44	2,420.55	21.26	30.26
15	DEPUTY POLICE CHIEF	93,544.86	133,159.94	7,795.40	11096.66	3,597.88	5,121.54	44.97	64.02
16	DEVELOPMENT SERVICES TECHNICIAN							20.75	29.63
17	EMPLOYEE RELATIONS DIR.	91,569.85	130,348.55	7,630.82	10862.38	3,521.92	5,013.41	44.02	62.67
18	ENGINEERING INSPECTOR	59,835.68	85,175.35	4,986.31	7097.95	2,301.37	3,275.97	28.77	40.95
19	ENGINEERING SERVICES DIRECTOR	90,929.14	129,436.49	7,577.43	10786.37	3,497.27	4,978.33	43.72	62.23
20	EVIDENCE CUSTODIAN	47,645.24	67,822.40	3,970.44	5651.87	1,832.51	2,608.55	22.91	32.61
21	FINANCE DIRECTOR	104,088.77	148,169.07	8,674.06	12347.42	4,003.41	5,698.81	50.04	71.24
22	GARAGE SUPERVISOR	70,931.53	100,970.15	5,910.96	8414.18	2,728.14	3,883.47	34.10	48.54
23	INFORMATION SYSTEMS SUPERVISOR	74,581.71	106,166.14	6,215.14	8847.18	2,868.53	4,083.31	35.86	51.04
24	IT TECHNICIAN	55,544.90	79,067.48	4,628.74	6,588.96	2,136.34	3,041.06	26.70	38.01
25	OFFICE MANAGER	49,412.95	70,338.72	4,117.75	5,861.56	1,900.50	2,705.34	23.76	33.82
26	PERMIT SYSTEMS COORDINATOR	47,059.98	66,989.30	3,921.67	5582.44	1,810.00	2,576.51	22.62	32.21
27	POLICE CHIEF	105,522.87	150,210.21	8,793.56	12517.52	4,058.56	5,777.32	50.73	72.22
28	PUBLIC WORKS DIRECTOR	103,216.30	146,927.12	8,601.36	12243.93	3,969.86	5,651.04	49.62	70.64
29	PW SUPERINTENDENT OF OPERATIONS	66,284.90	94,355.73	5,523.74	7862.98	2,549.42	3,629.07	31.87	45.36
30	RECORDS CLERK	40,102.05	57,084.78	3,341.84	4757.06	1,542.39	2,195.57	19.28	27.44
31	RECORDS SUPERVISOR	62,204.72	88,547.65	5,183.73	7378.97	2,392.49	3,405.68	29.91	42.57
32	SECRETARY	43,577.51	62,032.05	3,631.46	5169.34	1,676.06	2,385.85	20.95	29.82
33	SOCIAL SERVICES SUPERVISOR	67,017.11	95,398.02	5,584.76	7949.83	2,577.58	3,669.15	32.22	45.86
34	SOCIAL WORKER / MGMT ANALYST	58,786.91	83,682.44	4,898.91	6973.54	2,261.04	3,218.56	28.26	40.23
35	STREETS / UTILITY SUPERINTENDENT	79,832.32	113,640.31	6,652.69	9470.03	3,070.47	4,370.78	38.38	54.63
36	TRAINING CO/BUDGET ANALYST	53,203.00	75,733.81	4,433.58	6,311.15	2,046.27	2,912.84	25.58	36.41

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

**A RESOLUTION APPROVING THE RELEASE OF CERTAIN EXECUTIVE SESSION MINUTES OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, ILLINOIS**

**WHEREAS**, the Mayor and Board of Trustees of the Village of Carol Stream, DuPage County, Illinois (the "Board") have, on occasion, met in Executive Session in accordance with the provisions of the Open Meetings Act (5 ILCS 120/1 et seq.) (the "Act"); and

**WHEREAS**, the minutes of the Executive Sessions have been duly recorded by the Village Clerk, or her designee, pursuant to the requirements of the Act; and

**WHEREAS**, the minutes of all duly recorded Executive Sessions have been reviewed and recommendations made to the Mayor and Board of Trustees regarding the release of certain executive session minutes; and

**WHEREAS**, the Mayor and Board of Trustees have ascertained that the following sets of minutes as provided herein should be released for public inspection as noted below.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, DUPAGE COUNTY, ILLINOIS, AS FOLLOWS:**

**SECTION 1:** Each Recital above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

**SECTION 2:** That the content of the following sets of Executive Session Minutes are approved for release for public inspection: November 5, 2001, March 19, 2007, January 22, 2008, March 17, 2008.

**SECTION 3:** That the need for confidentiality still exists as to all or part of those Executive Session Minutes not released by Section 2 and shall remain closed to public review until further review and order by the Board.

**ADOPTED BY THE MAYOR AND BOARD OF TRUSTEES** of the Village of Carol Stream, Illinois at a regular meeting thereof held on the 7<sup>th</sup> day of April, 2014 pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 7<sup>th</sup> day of April, 2014.

---

Frank Saverino, Mayor

(SEAL)

ATTEST:

---

Beth Melody, Village Clerk

# Village of Carol Stream

## INTER-DEPARTMENTAL MEMO

**TO:** Mayor & Trustees  
**FROM:** Beth Melody, Village Clerk *EM*  
**DATE:** March 12, 2014  
**RE:** Release of Executive Session Minutes

The following executive session meeting minutes have been reviewed by the Village Attorney and staff and are being provided to the Village Board for review for release to the public at your April 7, 2014 Board meeting:

November 5, 2001  
March 19, 2007  
January 22, 2008  
March 17, 2008

The minutes being recommended for release generally include collective negotiating matters over 5 years old, items which do not reveal bargaining or property sales strategies or matters involving pending or potential litigation that have been concluded and the appeal process exhausted. If you concur with their release, a resolution approving release of executive session minutes will be presented to you at your April 7, 2014 regular meeting.

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

**A RESOLUTION ADOPTING STATEMENTS OF GOALS, DIRECTION AND GUIDANCE FOR VILLAGE GOVERNMENT DECISIONS**

WHEREAS, the Mayor and Board of Trustees engaged in strategic visioning on October 28, 2013 and January 21, 2014; and

WHEREAS, the Mayor and Board of Trustees have previously adopted statements to reflect the vision for the community and the purpose of the Village government; and

WHEREAS, the Mayor and Board of Trustees have also considered important values which guide its actions.

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

SECTION 1: That the Mayor and Board of Trustees formally adopt the Strategic Planning and Goal Identification Ranking dated January 21, 2014 attached hereto as Exhibit "A". The Village Board is hereby further resolved to determine the methods and means to achieving these goals through action plans developed by Village staff.

SECTION 2: The Strategic Plan and Goals, along with the Vision, Purpose and Value Statements and the Financial Plan Policies established annually, shall be used in guiding future policy and governance decisions of the Carol Stream Corporate Authorities.

SECTION 3: This Resolution shall be in full force and effect from and after the passage and approval as provided by law.

PASSED AND APPROVED THIS 7<sup>th</sup> DAY OF APRIL, 2014.

AYES:

NAYS:

ABSENT:

---

Frank Saverino, Sr., Mayor

ATTEST:

---

Beth Melody, Village Clerk

*Village of Carol Stream*  
INTER-DEPARTMENTAL MEMO

**TO:** Mayor and Trustees

*R/m*

**FROM:** Robert Mellor, Assistant Village Manager

**DATE:** April 4, 2014

**RE:** Adoption of Village Goals

Attached are the goal rankings from the Strategic Planning and Goal Identification Workshops you held with the executive staff on October 28, 2013 and January 21, 2014. These goals were used to guide staff in preparing the 2014-15 Annual Budget and 2015-17 Financial Plan. The entire list of 7 main goals and 17 sub goals were prioritized by the average ranking assigned by each Board member.

The goals, which you have prioritized and, are being presented to you for your adoption, will serve as the foundation for our work in the coming years. This is not to say there will not be other goals that come up throughout the year that, due to their urgency, may require staff and the Village Board's immediate attention. Given this inevitability however, the attached list of goals and priorities were discussed extensively and represents a consensus view of the Village Board and staff on the direction the Village should proceed during the next 1 – 2 years. Staff began establishing implementation schedules and costs for each of the prioritized goals during the financial planning process and budget workshops. Funds to accomplish these goals have been allocated in the proposed 2014-15 annual budget. These goal rankings are being presented to you for adoption at the April 7, 2014 Board meeting and, subject to approval, will be included in the approved 2014-15 budget.

Staff will provide periodic updates on the progress of goals throughout the year. Please contact Joe or me if you have any comments regarding adoption of these goals.

**Cc:** Joseph E. Brienig, Village Manager  
Executive Staff

**APPENDIX A**  
**STRATEGIC PLANNING AND GOAL IDENTIFICATION**  
**January 21, 2014**

**1. Human Resources**

- Succession Planning – Develop and implement strategies
- Morale/Culture – Develop & implement organization wide culture that is recognized by all employees.
- Recruitment/Retention – Plan for staffing levels that will provide excellent service to our residents while maintaining fiscal responsibility
- Compensation & Benefits – Develop stable compensation system

**2. Secure, Stable & Sustainable Revenue Streams & Sources (Taxes & Fees)**

- Budget financial policy review
- Analyze current revenue sources to determine their relative volatility (stability) to changes in external conditions (economic, political & demographic) and the extent to which future growth can be realized to meet service demands.
- Identify and report on significant untapped revenue sources currently not used by the Village which can be implemented **if needed.**
- Perform a comprehensive financial review of previously identified comparable communities to facilitate development of various financial metrics and assess Carol Stream's relative position among its peers with respect to revenues and general tax burden versus service delivery to residents.

**3. Infrastructure (Flooding, Capital Projects, Beautification)**

- Establish expected condition indices and acceptable risk criteria for major infrastructure assets (Streets, Stormwater, Sanitary & Water)
- Create up-to-date inventoried condition assessment of major infrastructure assets (Streets, Stormwater, Sanitary & Water) and an Operations Management System
- Create fully developed & funded Capital Improvement Program and Operations Management System that meets the expected condition levels & risk criteria

**4. Economic Development/Annexations**

- Increase the sales tax base by attracting new sales-tax-revenue-generating businesses
- Retain existing businesses

## **5. Technology**

- Comprehensive GIS - Develop a multi-year program to implement a comprehensive GIS System for use by employees in all departments
- Integrated Service Based Technology - Develop and implement tools for use by customers interacting with the Village in a web-based environment

## **6. Rental & Crime Free Housing**

- Provide a safe and secure environment for residents residing in rental properties

## **7. External Communication/Education/Branding**

- Improve external and emergency/crises communication program
- Enhance Public Information, Media Relations & Community Events Marketing

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

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN  
INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN  
THE VILLAGE OF CAROL STREAM AND DUPAGE COUNTY –  
CH 23/GARY AVENUE FROM ILLINIOS 64 TO ARMY TRAIL ROAD  
SECTION NO. 11-00237-10-WR**

WHEREAS, the Mayor and Board of Trustees of the Village of Carol Stream have determined that it is in the best interest of the Village to enter into an Agreement with DuPage County for the DuPage County Gary Avenue Improvement Project; and

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

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

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

PASSED AND APPROVED THIS 7<sup>th</sup> DAY OF APRIL, 2014.

AYES:

NAYS:

ABSENT:

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

ATTEST:

\_\_\_\_\_  
Beth Melody, Village Clerk

# Village of Carol Stream

## Interdepartmental Memorandum

TO: Joseph Breinig, Village Manager

FROM: James Knudsen, Director of Engineering Services 

DATE: April 1, 2014

RE: DuPage County Gary Avenue Improvement Project –  
Intergovernmental Agreement (IGA)

DuPage County has undertaken an \$11M plus project to rehabilitate and widen portions of Gary Avenue from North Avenue to Army Trail Road. When finished Gary Avenue will have two lanes of traffic in each direction with a flush median/left turn lane from North Avenue to Lies Road, curb and gutter, enclosed drainage system, modernized traffic signals and other appurtenances. The project will also include accommodations for a future multi-use path along the west side of Gary Avenue from the Great Western Trail to Army Trail Road.

The County has provided us with an IGA which establishes the responsibilities and terms of agreement (see attached). The county will be responsible for completing the preliminary and design engineering, permit processing, right of way and easement acquisitions, utility coordination, letting/awarding of construction contracts and construction engineering. They will reimburse the Village for all pass through consultant plan review and inspection fees. They have also agreed to extend the Village's Lies Road box culvert and the extension of the bike path across the culvert, relocation of our water main, addition of concrete pads for future Pace bus shelters and replacement of the culvert under Gary Avenue at Kehoe Boulevard all at their cost.

The Village responsibilities include waiving our plan review and inspection fees, granting temporary easements across Village property, reimbursing the county for rehabilitation work to our sanitary sewer structures and any additional privacy fencing (including design and construction engineering), continued payment of energy costs for the Lies Road, Elk Trail, Thunderbird Trail and Fullerton Avenue traffic signals and/or street lights and contributing \$117,000 towards the project. The Village received approximately \$17,000 in developer donations from the Hartsing Farm development that will be applied to our contribution. It's estimated the sanitary sewer rehabilitation work will cost \$12,760 and we do not anticipate any additional privacy fencing. Therefore, total Village cost is approximately \$112,760.

The IGA has been reviewed by Staff and the Village Attorney and found acceptable. Therefore, staff recommends the Village Board approve and authorize the execution of the IGA between DuPage County and the Village for Gary Avenue.

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

INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE  
COUNTY OF DU PAGE AND THE VILLAGE OF CAROL STREAM  
FOR  
CH 23/GARY AVENUE FROM ILLINOIS 64 TO ARMY TRAIL ROAD  
SECTION NO. 11-00237-10-WR

This Intergovernmental Agreement (hereinafter referred to as "AGREEMENT") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, between the County of DuPage (hereinafter referred to as the "COUNTY"), a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois and the Village of Carol Stream (hereinafter referred to as the "VILLAGE"), a municipal corporation, with offices at 500 North Gary Avenue, Carol Stream, Illinois. The COUNTY and the VILLAGE are hereinafter sometimes individually referred to as a "party" or together as the "parties."

RECITALS

WHEREAS, the COUNTY in order to facilitate the free flow of traffic and to ensure the safety of the motoring public proposes to improve CH 23/Gary Avenue from Illinois 64 to Army Trail Road, Section No. 11-00237-10-WR (hereinafter referred to as "PROJECT"); and

WHEREAS, the COUNTY and the VILLAGE desire to cooperate in the construction of the PROJECT because of the benefit of the PROJECT to the residents of DuPage County, the VILLAGE and the public; and

WHEREAS, the COUNTY has determined that the acquisition of temporary construction easements and a permanent drainage/stormwater easement from the VILLAGE are required for the PROJECT, and the COUNTY has previously, by Ordinance ( ODT-003-13), declared the need for said easements; and

WHEREAS, the COUNTY and the VILLAGE are municipalities as defined in Section 1 (c) of "An Act in Relation To The Transfer Of Interests In Real Estate By Units Of Local Governments Or School Districts," 50 ILCS 605/1(c) (hereinafter the "Local Government Property Transfer Act"); and

WHEREAS, Section 2 of the Local Government Property Transfer Act, 50 ILCS 605/2, authorizes a municipality, pursuant to a resolution passed by a two-thirds vote of the members of its corporate authority, to convey real estate to a municipality for any municipal or public purpose of the transferee municipality; and

WHEREAS, the COUNTY and VILLAGE are empowered to enter into this AGREEMENT pursuant to the authority granted in the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq. and in Article VII, Section 10, of the Illinois Constitution of 1970 and the Local Government Property Transfer Act.

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

WHEREAS, the VILLAGE has requested that the COUNTY incorporate certain adjustments and sealing of the VILLAGE's sanitary sewer structures along Gary Avenue (hereinafter referred to as "WORK") as a part of the PROJECT and the COUNTY is willing to incorporate said WORK into the plans for the PROJECT subject to VILLAGE reimbursement as hereinafter defined; and

WHEREAS, the parties desire to establish the parties' mutual project, cost and maintenance responsibilities with respect to the PROJECT; and

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

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

#### **1.0 INCORPORATION.**

- 1.1. All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this AGREEMENT.

- 1.2. The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

## **2.0 SCOPE OF PROJECT**

- 2.1. The PROJECT includes but is not limited to the widening and/or resurfacing of CH 23/Gary Avenue from IL 64 to Army Trail Road to accommodate two through lanes of traffic in each direction with a flush median/left turn lane from IL 64 to Lies Road, intersection improvements, modernization of traffic signals, watermain relocation, construction of concrete pads for Pace bus shelters, enclosed drainage system, extension of the box culvert across the west leg of Lies Road, retaining walls, the WORK and other necessary and appurtenant work. The project also includes accommodations for a future multi-use path on the west side of Gary Avenue.
- 2.2. The PROJECT awarded construction cost is estimated to be \$11,347,290.25.
- 2.3. The WORK is estimated to cost \$12,760.00 based on as-bid prices as referenced on Exhibit A attached hereto and made a part hereof.

## **3.0 RESPONSIBILITIES - JOINT**

- 3.1. The COUNTY and the VILLAGE agree to cooperate in and make every effort to cause the construction of the PROJECT.

## **4.0 RESPONSIBILITIES OF THE COUNTY**

- 4.1. The COUNTY shall act as the lead agency and be responsible for completing all preliminary and design engineering, permit processing, right-of-way acquisition, utility coordination, letting/awarding of construction contracts, and construction engineering for the PROJECT.

- 4.2. Both the COUNTY and VILLAGE agree that the COUNTY shall oversee the contract for the construction of the PROJECT. The COUNTY agrees to oversee the PROJECT in the best interest of both parties and to consult with, and keep advised, officials of the VILLAGE regarding the progress of the PROJECT and any problems encountered or changes recommended. No individual change order which affects the VILLAGE's facilities or VILLAGE cost over \$5,000.00 to complete the WORK shall be authorized except with prior written approval by the VILLAGE.
- 4.3. The COUNTY has submitted the Final Plans and Specifications for the PROJECT to the VILLAGE and by execution of this AGREEMENT the VILLAGE acknowledges receipt of said Final Plans.
- 4.4. The COUNTY shall reimburse the VILLAGE for pass through consultant plan review and inspection fees concerning the stormwater permit as referenced in Paragraph 5.1 hereinafter.

#### **5.0 RESPONSIBILITIES OF THE VILLAGE**

- 5.1. The VILLAGE agrees to waive VILLAGE administration fees for plan/stormwater permit reviews/inspections for the PROJECT. This waiver shall not include pass through consultant plan review and inspection fees that are estimated to be \$10,000.00.
- 5.2. The VILLAGE hereby grants to the COUNTY, its employees, contractors and agents a right-of-entry for ingress and egress onto, over, under and above VILLAGE property within the boundaries of the PROJECT for the purpose of constructing the PROJECT. The VILLAGE shall retain the right of ingress and egress over said areas so long as it does not interfere with construction of the PROJECT. Upon completion of the PROJECT, the right-of-entry for construction purposes shall terminate.
- 5.3. The VILLAGE agrees to reimburse the COUNTY for the WORK construction costs at the actual cost incurred by the COUNTY plus the cost of any additional items required to complete the WORK via change order pursuant to the provisions of paragraph 4.2 above.

This actual cost is the bid, or change order, unit price submitted by the COUNTY's contractor for the WORK items times the actual quantity of items installed plus the cost of any additional items required as a part of the WORK authorized prior to the WORK being done in writing or via e-mail by the VILLAGE.

- 5.4. The VILLAGE agrees to reimburse the COUNTY an additional ten (10%) percent of the actual final construction cost for design and construction engineering of the WORK.
- 5.5. The VILLAGE agrees to pay the COUNTY eighty (80%) percent of the WORK cost as attached hereto in Exhibit A upon award of the contract for the PROJECT based upon as-bid unit prices for the WORK within sixty (60) days of receipt of an invoice from the COUNTY. Upon completion of the WORK and based upon the documentation of final costs and quantities, submitted by the COUNTY and a final invoice, the VILLAGE agrees to reimburse the COUNTY for the balance of the WORK cost within sixty (60) days of receipt of a properly documented invoice from the COUNTY.
- 5.6. The VILLAGE agrees, if necessary, to make arrangements for and issue permits for PROJECT required adjustments, relocations, modifications, etc. to VILLAGE utility facilities located within existing VILLAGE rights of way, which are in conflict with the PROJECT, at no expense to the COUNTY.
- 5.7. The VILLAGE agrees, in addition to the WORK cost referenced in paragraph 5.5 herein, to make the following financial contributions towards the PROJECT: \$100,000.00 after May 1, 2014 and \$17,000.00 after May 1, 2105; each amounts payable within sixty (60) days of receipt of an invoice from the COUNTY.
- 5.8. Simultaneously with the approval of this AGREEMENT, the VILLAGE will grant to the COUNTY, at no cost to the COUNTY, temporary construction easements attached hereto as Exhibit B and incorporated and made a part hereof.

- 5.9. The VILLAGE agrees that if the VILLAGE desires additional privacy fencing installed as a part of the PROJECT, said fencing shall be at 100% VILLAGE cost, including an additional 10% of actual installation costs for engineering inspection, and the VILLAGE shall secure the necessary property interests for the COUNTY for said installation. The VILLAGE agrees that the COUNTY shall not be responsible for future maintenance of any such additional privacy fencing requested by the VILLAGE.
- 5.10. The VILLAGE agrees to continue to be responsible for all energy costs of the following traffic signals and combination mast arm mounted luminaires within the limits of the PROJECT: at Lies Road, at Elk Trail, at Thunderbird Trail, and at Fullerton Avenue including the street lighting at Lies Road and at Elk Trail.

## **6.0 FUTURE MODERNIZATION/RECONSTRUCTION**

- 6.1. If, in the future, it is determined that the traffic signals referenced in paragraph 5.12 hereinabove require modernization or reconstruction due to age, condition, etc. or if the COUNTY improves CH 23/Gary Avenue which results in the need to modernize or reconstruct said traffic signals, the parties hereby agree to share the cost of the improvement to the traffic signals in proportion to the number of approaches to the intersection maintained by the respective parties. Said future modernization/reconstruction shall be the subject of a future agreement that will define the parties' project and financial responsibilities. The parties agree that should either party receive federal, state or other funding granted for the modernization/reconstruction of said signals that said party(s) will equitably allocate such grant funds so as to mutually benefit each party in proportion to the number of street approaches to the intersection maintained by the respective party. This does not apply to traffic signals under separate

agreement with private property owners or where the approach is not a VILLAGE street.

## **7.0 MAINTENANCE**

7.1. It is understood and agreed by the parties hereto that this AGREEMENT is intended to address the PROJECT and no changes to maintenance and/or jurisdiction of existing roadways and appurtenances are proposed.

## **8.0 INDEMNIFICATION**

8.1. The COUNTY shall to the extent permitted by law, indemnify, hold harmless and defend the VILLAGE, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the COUNTY's negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. The COUNTY does not hereby waive any defenses or immunity available to it with respect to third parties.

8.1.1. The COUNTY and the VILLAGE acknowledge that the COUNTY has made no representations, assurances or guaranties regarding the COUNTY's or any successor's or assign's authority and legal capacity to indemnify VILLAGE as provided for in this AGREEMENT. In the event a court of competent jurisdiction holds that the COUNTY, or any successor or assign, is deemed to lack the lawful authority or ability to indemnify, defend or hold harmless the VILLAGE, or any person or entity claiming a right through VILLAGE, or in the event of change in the laws of the State of Illinois governing COUNTY's or any successor's or assign's indemnification authority, such occurrence(s) shall not affect the validity and enforceability of the remainder of this

AGREEMENT or the parties rights and obligations provided for therein.

8.2. The VILLAGE shall to the extent permitted by law, indemnify, hold harmless and defend the COUNTY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the VILLAGE's negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. The VILLAGE does not hereby waive any defenses or immunity available to it with respect to third parties.

8.2.1. The COUNTY and the VILLAGE acknowledge that the VILLAGE has made no representations, assurances or guaranties regarding the VILLAGE's or any successor's or assign's authority and legal capacity to indemnify COUNTY as provided for in this AGREEMENT. In the event a court of competent jurisdiction holds that the VILLAGE, or any successor or assign, is deemed to lack the lawful authority or ability to indemnify, defend or hold harmless the COUNTY, or any person or entity claiming a right through COUNTY, or in the event of change in the laws of the State of Illinois governing VILLAGE's or any successor's or assign's indemnification authority, such occurrence(s) shall not affect the validity and enforceability of the remainder of this AGREEMENT or the parties rights and obligations provided for therein.

8.3. Nothing contained herein shall be construed as prohibiting the COUNTY or the VILLAGE, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the COUNTY, under this paragraph or paragraph 8.1, who is not already an Assistant State's Attorney, is to be appointed a

Special Assistant State's Attorney, as provided in 55 ILCS 5/3-9008. The COUNTY's and the VILLAGE's participation in their defense shall not remove their duty to indemnify, defend, and hold each other harmless, as set forth above.

- 8.4. Neither party waives, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) or otherwise available to it, or to the other party, under the law.
- 8.5. Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. The VILLAGE's and COUNTY's indemnification under Section 8.0 hereof shall terminate when the PROJECT is completed and the VILLAGE and COUNTY assume their maintenance responsibilities as set forth in Section 7.1 hereinabove unless the injury occurred during the term of the PROJECT.

#### **9.0 GENERAL**

- 9.1. Whenever in this AGREEMENT, approval or review of either the COUNTY or VILLAGE is provided for, said approval or review shall not be unreasonably delayed or withheld.
- 9.2. In the event of a dispute between the COUNTY and VILLAGE representatives in the preparation of the Plans and Specifications, or changes thereto, inspections of the WORK or in carrying out the terms of this AGREEMENT, the Director of Transportation/County Engineer of the COUNTY and the Village Manager of the VILLAGE shall meet and resolve the issue.
- 9.3. No later than fourteen (14) days after the execution of this AGREEMENT, each party shall designate a representative to the other party who shall serve as the full time representative of said party during the carrying out of the construction of the PROJECT. Each representative shall have authority, on behalf of such party, to receive notices and make

inspections relating to the work covered in this AGREEMENT. Representatives shall be readily available to the other party.

- 9.4. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one in the same instrument.

#### 10.0 ENTIRE AGREEMENT

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

#### 11.0 NOTICES

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

Village of Carol Stream  
500 North Gary Avenue  
Carol Stream, IL 60188  
Attn: Joseph Breinig, Village Manager  
Phone: 630.665.7050  
Facsimile: 630.665-1064

County of DuPage  
DuPage County Division of Transportation  
421 N. County Farm Road  
Wheaton, IL 60187  
Attn: Christopher C. Snyder, P.E.  
Director of Transportation/County Engineer  
Phone: 630.407.6900  
Facsimile: 630.407.6901

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

12.1. No modification or amendment to this AGREEMENT shall be effective until approved by the parties in writing.

**13.0 ASSIGNMENT**

13.1 This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

**14.0 GOVERNING LAW**

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

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

**15.0 SEVERABILITY**

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

**16.0 FORCE MAJEURE**

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

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

COUNTY OF DU PAGE

VILLAGE OF CAROL STREAM

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

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

ATTEST:

ATTEST:

\_\_\_\_\_  
Gary A. King  
County Clerk

\_\_\_\_\_  
Beth Melody  
Village Clerk

EXHIBIT A  
ESTIMATE OF VILLAGE COSTS

Estimate of WORK cost (as-bid unit price):

Waterproofing of sanitary sewer manholes	<u>11,600.00</u>
Total construction cost:	\$11,600.00
Construction engineering (10% of Construction cost:	<u>1,160.00</u>
Total estimate of VILLAGE costs:	\$12,760.00

EXHIBIT B

TEMPORARY CONSTRUCTION EASEMENT

THIS GRANT made this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by the Village of Carol Stream (the "VILLAGE") to the County of DuPage (the "COUNTY").

WITNESSETH

WHEREAS, the VILLAGE is the fee owner, or has the exclusive right to grant an easement, of tracts of land known as Parcel Numbers: TE 57, TE 58 and TE 59 that are legally described as attached hereto and incorporated herein (the "SUBJECT REALTY") and as depicted on Exhibit B-1 attached hereto and incorporated herein; and,

WHEREAS, in connection with certain construction that the COUNTY will be doing on and adjacent to the SUBJECT REALTY, as more particularly described in that certain Intergovernmental Agreement dated \_\_\_\_\_, 2014 (the "AGREEMENT") between the parties (for the PROJECT as those terms are defined therein), it is necessary and in the best interests of the public that the VILLAGE grant a temporary easement to the COUNTY over said SUBJECT REALTY.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants and restrictions are made:

1. INCORPORATION OF RECITALS: The provisions of the recitals set forth above are hereby incorporated herein by reference as substantive provisions of this grant of easement.

2. GRANT OF TEMPORARY EASEMENT: The VILLAGE hereby grants to the COUNTY, its agents, contractors, engineers and employees, a temporary right, easement and authority to enter upon, over, under and through the SUBJECT REALTY, for the purpose of construction of the PROJECT.

3. RETAINED RIGHTS: The VILLAGE retains the right of ingress and egress upon and across the SUBJECT REALTY; provided, however, that such ingress and egress shall not interfere with COUNTY'S rights herein.

4. INDEMNIFICATION: The COUNTY shall, to the extent permitted by law, indemnify and hold harmless the VILLAGE, its officers, employees and agents from and against any and all liability, loss, damage, costs and expenses (including reasonable attorneys' fees) arising out of the COUNTY'S performance of any activities pursuant to this grant. The COUNTY and the VILLAGE acknowledge that the COUNTY has made no representations, assurances or guaranties regarding the COUNTY'S or any successor's or assign's authority and legal capacity to indemnify the VILLAGE as provided for in this Temporary Construction Easement. In the event a court of competent jurisdiction holds that the COUNTY, or any successor or assign, is

deemed to lack the lawful authority or ability to indemnify, defend or hold harmless the VILLAGE, or any person or entity claiming a right through the VILLAGE, or in the event of change in the laws of the State of Illinois governing the COUNTY'S or any successor's or assign's indemnification authority, such occurrence(s) shall not affect the validity and enforceability of the remainder of this Temporary Construction Easement or the parties' rights and obligations provided for therein.

5. VOLUNTARY GRANT: The VILLAGE expressly acknowledges this easement is granted knowingly and voluntarily for the purposes stated.

6. COVENANTS RUNNING WITH THE LAND: All provisions of this grant, including the benefits and burdens set forth herein, shall run with the land and are binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

7. INTERPRETATION: The rule of strict construction does not apply to the grants herein. The grants herein shall be given a reasonable construction to carry out the intention of the parties hereto.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals the day and year first above written.

VILLAGE OF CAROL STREAM

By: \_\_\_\_\_  
Frank Saverino, Mayor

ATTEST:

\_\_\_\_\_  
Beth Melody, Village Clerk

COUNTY OF DU PAGE

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

ATTEST:

\_\_\_\_\_  
Gary A. King, County Clerk

STATE OF ILLINOIS            )  
                                          ) SS.  
COUNTY OF DU PAGE        )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Frank Saverino, Mayor of the Village of Carol Stream, and Beth Melody, Village Clerk of said Village, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Mayor and Village Clerk, respectively appeared before me this date in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes therein set forth; and the said Village Clerk then and there acknowledged that she, as custodian of the corporate seal of said Village, did affix the corporate seal of said Village to said instrument as her own free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS        )  
                                          ) SS.  
COUNTY OF DU PAGE     )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Daniel J. Cronin, as Chairman, and Gary A. King, as County Clerk, of the County of DuPage, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Chairman and County Clerk, respectively appeared before me this date in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said County, for the uses and purposes therein set forth; and the said County Clerk then and there acknowledged that he, as custodian of the corporate seal of said County, did affix the corporate seal of said County to said instrument as his own free and voluntary act and as the free and voluntary act of said County, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public

PIN: 02-29-124-002

PARCEL NUMBER: TE 57 (NEW 7/18/13)

OWNER: VILLAGE OF CAROL STREAM

LEGAL DESCRIPTION OF TEMPORARY EASEMENT

THAT PART OF LOT 1 IN TOWN CENTER SUBDIVISION, BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 13, 2000 AS DOCUMENT R2000-176999 AND BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT 1, SAID LINE BEING ALSO THE CURVED WESTERLY RIGHT OF WAY LINE OF GARY AVENUE AS RELOCATED BY DOCUMENT R80-06941, BEING A 5338.84 FOOT RADIUS CURVE, CONCAVE TO THE EAST, AN ARC DISTANCE OF 70.0 FEET; THENCE WESTERLY ALONG A LINE THAT IS PERPENDICULAR TO SAID 5338.84 FOOT RADIUS CURVE, 10.0 FEET; THENCE SOUTHERLY ALONG A LINE THAT IS 10.0 FEET WEST OF AND PARALLEL WITH SAID EAST LINE OF LOT 1, 70.40 FEET TO A POINT IN THE SOUTH LINE OF SAID LOT 1; THENCE EAST ALONG SAID SOUTH LINE OF LOT 1, 10.0 FEET TO THE POINT OF BEGINNING, IN DU PAGE COUNTY, ILLINOIS.

CONTAINING 701 SQUARE FEET

PIN: 02-29-124-002

PARCEL NUMBER: TE 58 (NEW 7/18/13)

OWNER: VILLAGE OF CAROL STREAM

LEGAL DESCRIPTION OF TEMPORARY EASEMENT

THAT PART OF LOT 1 IN TOWN CENTER SUBDIVISION, BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 13, 2000 AS DOCUMENT R2000-176999 AND BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTHERLY ALONG A 5338.84 FOOT RADIUS CURVE, CONCAVE TO THE EAST, SAID LINE BEING ALSO THE WESTERLY RIGHT OF WAY LINE OF RELOCATED GARY AVENUE PER DOCUMENT R80-06941, AN ARC DISTANCE OF 284.0 FEET TO THE POINT OF BEGINNING FOR SAID EASEMENT; THENCE WEST, PERPENDICULAR TO THE EAST LINE OF SAID LOT 1, 25.00 FEET TO A POINT ON A LINE WHICH IS 25 FEET WEST OF AND PARALLEL WITH SAID EAST LINE; THENCE NORTHERLY ALONG SAID PARALLEL LINE, BEING AN ARC ON A 5348.84 FOOT RADIUS CURVE, AN ARC DISTANCE OF 80.37 FEET; THENCE EASTERLY ALONG A LINE THAT IS PERPENDICULAR TO THE EAST LINE OF SAID LOT 1, 25.0 FEET TO A POINT IN THE EAST LINE OF SAID LOT 1; THENCE SOUTHERLY ALONG SAID EAST LINE, AN ARC DISTANCE OF 80.0 FEET TO THE POINT OF BEGINNING, IN DU PAGE COUNTY, ILLINOIS.

CONTAINING 2,004 SQUARE FEET

PIN: 02-20-312-001-145

PARCEL NUMBER: TE 59 (NEW 7/18/13)

OWNER: VILLAGE OF CAROL STREAM

LEGAL DESCRIPTION OF TEMPORARY EASEMENT

THAT PART OF OUTLOT B IN FOUNTAINS AT TOWN CENTER CONDOMINIUMS, BEING A SUBDIVISION OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 6, 2007 AS DOCUMENT NO. R2007-039712, SAID EASEMENT BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID OUTLOT B, SAID CORNER BEING THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF LIES ROAD AND THE WEST RIGHT OF WAY LINE OF "OLD" GARY AVENUE; THENCE ALONG THE SOUTH LINE OF SAID OUTLOT B THE FOLLOWING 5 COURSES: WEST 40.5 FEET; NORTH 10.0 FEET; WEST 65.0 FEET; SOUTH 10.0 FEET AND WEST 25.0 FEET; THENCE NORTH, PERPENDICULAR TO THE SOUTH LINE OF SAID OUTLOT B, 25.0 FEET; THENCE WEST, PARALLEL TO THE SOUTHERNMOST LINE OF OUTLOT B, 132.0 FEET TO A POINT IN THE EAST LINE OF SAID OUTLOT B; THENCE SOUTH ALONG SAID EAST LINE, 25.0 FEET TO THE POINT OF BEGINNING, IN DU PAGE COUNTY, ILLINOIS.

CONTAINING 3,946 SQUARE FEET

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

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

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

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

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

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 POWER, as follows:

SECTION 1: That the Mayor and Board of Trustees of the Village of Carol Stream find that the personal property described in Exhibit "A", now owned by the Village of Carol Stream, is no longer useful and authorize its disposal per the attached memorandum dated March 24, 2014.

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

PASSED AND APPROVED THIS 7<sup>th</sup> DAY OF April, 2014.

AYES:

NAYS:

ABSENT:

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

ATTEST:

\_\_\_\_\_  
Beth Melody, Village Clerk

## EXHIBIT "A"

# *Village of Carol Stream* Interdepartmental Memo

TO: Joseph Breinig, Village Manager  
FROM: Tia Messino, Management Analyst  
DATE: March 27, 2014  
RE: Surplus Vehicles for Sale or Scrap

The Department has identified two vehicles (shown below) to be declared surplus:

**2003 4-DR Chevy Impala (Unit #400)**

**VIN #2G1WF52K139203969**

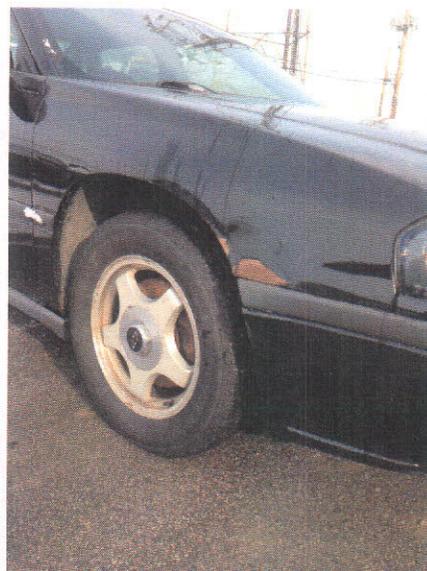
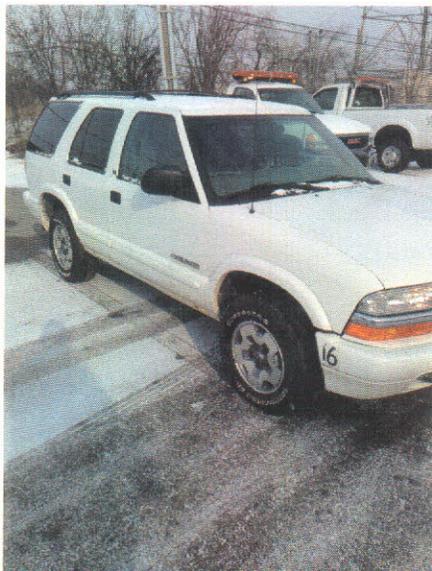
Acquired 3/7/2003, this vehicle is approximately eleven (11) years old with 89,467 miles. Due to increasing maintenance costs, this vehicle has reached the end of its useful service life. This vehicle no longer has value to the Village but may have value at auction or as scrap.

**2001 Chevy Blazer (Unit #16)**

**VIN #1GNDDT13W22K141004**

Acquired 10/30/2001, this vehicle is approximately thirteen (13) years old with 70,140 miles. Due to increasing maintenance costs, this vehicle has reached the end of its useful service life. This vehicle no longer has value to the Village but may have value at auction or as scrap.

Staff recommends that these items be declared surplus by the Mayor and Board of Trustees and that the Public Works Director be authorized to sell or otherwise dispose of the items.



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

**A RESOLUTION AUTHORIZING A FINAL PLAT OF RESUBDIVISION  
(DUKE REALTY CORPORATION NUMBER 5 – 370-430 KIMBERLY DRIVE)**

**WHEREAS**, Wilfrid Freve, Senior Development Services Manager for Duke Realty, on behalf of property owner Dugan Realty, LLC, has requested approval of a Final Plat of Resubdivision to expand the property located on the west side of Kimberly Drive, commonly known as 370-430 Kimberly Drive, 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 March 24, 2014, considered the Final Plat of Resubdivision and has found it to be in conformance with the Zoning Code, the Subdivision Code, and other Codes of the municipality relating to the particular property herein proposed to be subdivided; and

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

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

**SECTION 1:** Approval is hereby given to the Final Plat of Resubdivision for the *Duke Realty Corporation Number 5*, such document being attached to and made a part of this Resolution as Exhibit “A”, drawn by V<sub>3</sub> Corporation, 7325 Janes Avenue, Suite 100, Woodridge, Illinois 60517, originally dated February 20, 2014, with a revised date of March 25, 2014.

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



**PLAT OF RESUBDIVISION  
OF  
DUKE REALTY CORPORATION NUMBER 5**

PART OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 02-32-202-009  
02-32-202-009

370-430 KIMBERLY DRIVE

**OWNER'S CERTIFICATE**

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS/ARE THE OWNER/OWNERS OF THE LAND DESCRIBED IN THE ANNEXED PLAT, AND HAS/HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED, AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DO/DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STATE AND TITLE THEREON INDICATED. THE UNDERSIGNED HEREBY INDICATES/INDICATE FOR PUBLIC USE OF THE LAND SHOWN ON THIS PLAT FOR THROUGHWAYS, STREETS, ALLEYS, EASEMENTS, DRAINAGE AND PUBLIC SERVICES, AND HEREBY ALSO RESERVES/RESERVE AND GRANTS/GRANT TO THE VILLAGE OF CAROL STREAM, AND TO THE UTILITY COMPANIES OPERATING NOW OR IN THE FUTURE UNDER A FRANCHISE FROM THE VILLAGE, THE UTILITY EASEMENTS WHICH ARE SHOWN ON THE PLAT OR STATED ON THEIR STANDARD FORM WHICH IS ATTACHED HERETO.

DUGAN REALTY, L.L.C., AN INDIANA LIMITED LIABILITY COMPANY  
BY: DUKE REALTY LIMITED PARTNERSHIP AN INDIANA LIMITED PARTNERSHIP ITS MEMBER  
BY: DUKE REALTY CORPORATION AN INDIANA CORPORATION ITS GENERAL PARTNER, C/O/A DUKE REALTY OF INDIANA CORPORATION.

BY: STEVEN W. SCHAUER, REGIONAL SENIOR VICE PRESIDENT, 9377 W. HIGGINS RD., SUITE 600, ROSEMONT, IL 60018

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

**NOTARY CERTIFICATE**

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS

I, \_\_\_\_\_ AS NOTARY PUBLIC IN AND FOR THE COUNTY OF \_\_\_\_\_ IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT STEVEN W. SCHAUER, THE REGIONAL SENIOR VICE PRESIDENT OF DUKE REALTY CORPORATION, AN INDIANA CORPORATION, THE GENERAL PARTNER OF DUKE REALTY LIMITED PARTNERSHIP, THE SOLE MEMBER OF DUGAN REALTY, L.L.C., AN INDIANA LIMITED LIABILITY COMPANY, PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNER, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE SIGNED THE ANNEXED PLAT AS HIS OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH. GIVEN UNDER MY HAND AND NOTARIAL SEAL, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_.

NOTARY PUBLIC

**DRAINAGE CERTIFICATE**

STATE OF ILLINOIS )  
COUNTY OF DUPAGE ) SS

THE UNDERSIGNED HEREBY CERTIFY THAT, TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF, OR THAT SUCH SURFACE WATER DRAINAGE WILL NOT BE CHANGED WITHOUT ADEQUATE PROVISION BEING MADE FOR THE COLLECTION AND REVISION OF SUCH SURFACE WATERS INTO PUBLIC AREAS OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL NOT BE DEPOSITED ON THE PROPERTY OF ADJOINING LAND OWNERS IN SUCH CONCENTRATIONS AS MAY CAUSE DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION. THE UNDERSIGNED OWNER OF SAID LAND HEREBY ACKNOWLEDGES THE EXISTENCE OF THE ORDINANCES OF THE VILLAGE OF CAROL STREAM AND RESTRICTS THE FUTURE USE OF SAID LAND HEREBY SUBDIVIDED IN THAT NO BUILDING PERMITS SHALL BE OBTAINED BY THE UNDERSIGNED OWNER OR AGENT OR THEIR SUCCESSORS IN INTEREST OR ISSUED BY THE VILLAGE FOR CONSTRUCTION OF SUCH LAND UNTIL AND UNLESS THE CONSTRUCTION AND THE CHANGES IN THE LAND BROUGHT ABOUT BY SUCH CONSTRUCTION AND TOPOGRAPHICAL CHANGE COMPLY WITH THE ORDINANCES OF THE VILLAGE RELATING TO SURFACE WATERS, DRAINAGE, WATER RETENTION AND DETENTION, INCLUDING THOSE ORDINANCES ASSURING THE CONSTRUCTION OF SUCH IMPROVEMENTS THROUGH THE POSTING OF SECURITY.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

REGISTERED PROFESSIONAL ENGINEER

OWNER OR ATTORNEY

**TAXING BODIES**

\*TAX DISTRIBUTION FOR 370-430 KIMBERLY DRIVE, CAROL STREAM, ILLINOIS:

GRADE SCHOOL DISTRICT 83  
HIGH SCHOOL DISTRICT 87  
CAROL STREAM FIRE  
CAROL STREAM PARK  
VILLAGE OF CAROL STREAM LIBRARY  
COLLEGE DUPAGE 502  
COUNTY OF DUPAGE  
FOREST PRESERVE DISTRICT  
BLOOMINGDALE TOWNSHIP ROAD  
BLOOMINGDALE TOWNSHIP  
DUPAGE AIRPORT AUTHORITY  
DUPAGE COUNTY HEALTH DEPARTMENT

**PLAN COMMISSION CERTIFICATE**

STATE OF ILLINOIS )  
COUNTY OF DUPAGE ) SS

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

VILLAGE OF CAROL STREAM PLAN COMMISSION

CHAIRPERSON

**VILLAGE ENGINEER CERTIFICATE**

STATE OF ILLINOIS )  
COUNTY OF DUPAGE ) SS

I, \_\_\_\_\_ VILLAGE ENGINEER OF THE VILLAGE OF CAROL STREAM, ILLINOIS, HEREBY CERTIFY THAT THE LAND IMPROVEMENTS DESCRIBED IN THE ANNEXED PLAT AND THE PLANS AND SPECIFICATIONS THEREOF MEET THE MINIMUM REQUIREMENTS OF THE VILLAGE AND HAVE BEEN APPROVED BY ALL PUBLIC AUTHORITIES HAVING JURISDICTION THEREOF.

I DO FURTHER CERTIFY THAT THERE HAS BEEN FILED WITH ME AND I HAVE REVIEWED ORDINANCES OF THE VILLAGE RELATING TO SURFACE WATERS, DRAINAGE, WATER RETENTION AND DETENTION, INCLUDING THOSE ORDINANCES ASSURING THE CONSTRUCTION OF SUCH IMPROVEMENTS THROUGH THE POSTING OF SECURITY.

DATED AT CAROL STREAM, DUPAGE COUNTY, ILLINOIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

VILLAGE ENGINEER

**FINANCE DIRECTOR CERTIFICATE**

STATE OF ILLINOIS )  
COUNTY OF DUPAGE ) SS

I, \_\_\_\_\_ FINANCE DIRECTOR OF CAROL STREAM, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN APPROVED AGAINST THE TRACT OF LAND INCLUDED IN THE PLAT.

DATED AT CAROL STREAM, DUPAGE COUNTY, ILLINOIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

FINANCE DIRECTOR

**VILLAGE CLERK CERTIFICATE**

STATE OF ILLINOIS )  
COUNTY OF DUPAGE ) SS

I, \_\_\_\_\_ VILLAGE CLERK OF THE VILLAGE OF CAROL STREAM, ILLINOIS, HEREBY CERTIFY THAT THE ANNEXED PLAT WAS PRESENTED TO AND BY RESOLUTION FULLY APPROVED BY THE BOARD OF TRUSTEES OF THE VILLAGE AT ITS MEETING HELD ON \_\_\_\_\_ 20\_\_\_\_.

AND THAT THE REQUIRED BOND OR OTHER GUARANTEE HAS EITHER BEEN POSTED OR ADEQUATE PROVISION HAS BEEN MADE FOR SUCH BOND TO BE POSTED, FOR THE COMPLETION OF THE IMPROVEMENTS REFERRED BY THE REGULATIONS OF THE VILLAGE.

IN WITNESS WHEREOF

VILLAGE CLERK

MAYOR

**SURVEYOR'S AUTHORIZATION CERTIFICATE**

I, CHRISTOPHER D. BARTOZ, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3189, DO HEREBY AUTHORIZE THE VILLAGE OF CAROL STREAM OR ITS AGENTS TO FILE WITH THE DUPAGE COUNTY RECORDER'S OFFICE THE PLAT KNOWN AS PLAT OF RESUBDIVISION OF DUKE REALTY CORPORATION NUMBER 5 BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

CHRISTOPHER D. BARTOZ  
ILLINOIS PROFESSIONAL LAND SURVEYOR #3189  
V2 COMPANIES

**SURVEYOR'S CERTIFICATE**

STATE OF ILLINOIS )  
COUNTY OF DUPAGE ) SS

THIS IS TO CERTIFY THAT I, CHRISTOPHER D. BARTOZ, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3189, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

**PART 1:**  
ALL OF DUKE REALTY CORPORATION NUMBER 4 PLAT OF RESUBDIVISION BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED DECEMBER 17, 2001 AS DOCUMENT NUMBER R2001-277948 IN DUPAGE COUNTY, ILLINOIS.

**PART 2:**  
THAT PART OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE WEST 1/2 OF SAID NORTHEAST 1/4 AND RUNNING THENCE NORTH 87 DEGREES 43.3 MINUTES EAST ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 A DISTANCE OF 840.0 FEET; THENCE SOUTH 0 DEGREES 0.4 MINUTES EAST 720.7 FEET; THENCE SOUTH 87 DEGREES 43.3 MINUTES WEST 840.0 FEET; THENCE SOUTH 0 DEGREES 0.4 MINUTES EAST 40.0 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 0 DEGREES 0.4 MINUTES EAST, 1634.0 FEET; THENCE SOUTH 87 DEGREES 43.3 MINUTES WEST 224 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 59 SECONDS WEST, 132.23 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE COMPLETELY EASTWEST, HAVING A RADIUS OF 78.50 FEET, A CHORD BEARING NORTH 10 DEGREES 38 MINUTES 00 SECONDS EAST, 28.11 FEET TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

I FURTHER CERTIFY THAT THIS LAND IS WITHIN THE CORPORATE LIMITS OF A MUNICIPALITY WHICH HAS AUTHORIZED A COMPREHENSIVE PLAN AND IS EXERCISING ITS SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE, AS NOW OR HEREAFTER AMENDED.

I FURTHER CERTIFY THAT THE ANNEXED PLAT IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF. PERMANENT MONUMENTS WILL BE SET AT ALL .01 CORNERS EXCEPT WHERE CONCRETE MONUMENTS ARE INDICATED.

I FURTHER CERTIFY THAT THE ABOVE DESCRIBED AREA FALLS IN ZONE X. AREAS DETERMINED TO BE OUTSIDE THE D2X ANNUAL CHANCE FLOODPLAIN PER FIRM MAP NUMBER 15030C0207H EFFECTIVE DATE DECEMBER 16, 2004.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_

CHRISTOPHER D. BARTOZ  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3199  
MY LICENSE EXPIRES ON NOVEMBER 23, 2014  
AS COMPANIES OF ILLINOIS LTD. PROFESSIONAL DESIGN FIRM NO. 184000902  
THIS DESIGN FIRM NUMBER EXPIRES APRIL 30, 2015.  
cdbo@1023030.com

**COUNTY CLERK CERTIFICATE**

STATE OF ILLINOIS )  
COUNTY OF DUPAGE ) SS

I, \_\_\_\_\_ COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, UNPAID CURRENT GENERAL TAXES, DELINQUENT SPECIAL ASSESSMENTS OR UNPAID CURRENT SPECIAL ASSESSMENTS, NO UNPAID FORFEITED TAXES AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT ACCORDING TO THE RECORDS IN MY OFFICE AND THAT THE REQUIRED BOND HAS BEEN FILED.

GIVEN UNDER MY HAND AND SEAL IN WHEATON, DUPAGE COUNTY, ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_.

COUNTY CLERK

**RECORDER'S CERTIFICATE**

STATE OF ILLINOIS )  
COUNTY OF DUPAGE ) SS

THIS INSTRUMENT FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. \_\_\_\_\_

COUNTY RECORDER

**PREPARED FOR:**

**DUKE CONSTRUCTION**  
9377 W. HIGGINS ROAD, SUITE 600  
ROSEMONT, IL 60069  
847-232-5510

NO.	DATE	REVISION DESCRIPTION
1	02-26-14	REVISED PARCEL 2
2	03-01-14	REVISED PER VILLAGE COMMENTS DATED 03-05-14
3	03-26-14	REVISED PER VILLAGE COMMENTS DATED 03-26-14

**DUKE REALTY CORPORATION NUMBER 5 PLAT OF RESUBDIVISION**

Project No. 020804L20145STALL  
Draw No. VP02.1

CAROL STREAM, ILLINOIS  
DRAWING COMPLETED: 02/12/14 DRAWN BY: MJP PROJECT MANAGER: COB  
FIELD WORK COMPLETED: 01/09/14 CHECKED BY: COB SCALE: 1" = 60'

SHEET NO. 2 OF 2

**V** Engineers 7325 Junes Avenue, Suite 100  
Woodridge, IL 60517  
850.724.9300 voice  
850.724.0384 fax  
v3so.com

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

**TO:** Joseph E. Breinig, Village Manager  
**FROM:** Ann Delort, Secretary *AD*  
**DATE:** March 28, 2014  
**RE:** Benjamin-Evergreen PTA  
Request for Waiver of Fee for Sound Amplification Permit

Benjamin-Evergreen PTA will be hosting a Spring Breakout 5K Run Event on Sunday, April 27, 2014 from 12:30 pm to 4:00 pm. This event will be held at Red Hawk Park.

They have applied for an amplification permit for this event and respectively request a waiver of the \$25 amplification fee. A copy of the application and waiver request letter is attached for your review.

Please place this on the agenda for the Monday, April 7, 2014 Board Meeting for the Board's review and consideration.

Thank you.

Attachment



Village of Carol Stream  
Sound Amplifier Permit Application



Please thoroughly read the attached local Sound Amplification Ordinance that details the permit procedures and guidelines for use of a sound amplification device.

Applicant Name: Melissa West

Applicant Address: 1248 Dogwood Lane, Carol Stream, IL 60189

Applicant Phone #: (847) 354 - 8404 Applicant e-Mail: Melissa.West@renaissancehotels.com

Organization Name: Benjamin Evergreen PTA

Organization Address: 28W250 St. Charles Road, West Chicago, IL 60185

Organization Phone #: (847) 354 - 8404 Organization e-Mail: pta@dentist25.org

**Address Where Sound Amplifier Device Will Be Used:**

Red Hawks Park, Carol Stream

**Description Of Purpose Or Event Where Sound Amplifier Device Will Be Used:**

Family running event with 1 Mile fun run and 5K run. P.A. system will be utilized for announcements, race start, & music.

**Dates/Times For Which Use Of Sound Amplifier Device Is Requested:**

Sunday, April 27th 2011 1:30 pm to 4:00 pm.

**PERMIT FEE:**

\$25/day when used at a fixed location or in a moving vehicle.  
 Please return completed permit application and fee payment(s) to:

Village Manager's Office  
 Village of Carol Stream  
 500 N. Gary Avenue  
 Carol Stream, IL. 60188-1899  
 (630) 871- 6250

# Benjamin SCHOOL DISTRICT 25

Dr. Philip M. Ehrhardt, *Superintendent*  
Administration Center  
28W250 St. Charles Road  
West Chicago, Illinois 60185-1400

pehrhardt@bendist25.org  
Phone: 630/876-7800  
Fax: 630/876-3325  
www.bendist25.org

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March 27, 2014

Mr. Joseph Breinig  
Village Manager  
Village of Carol Stream  
500 N. Gary Avenue  
Carol Stream, IL 60188

**RE: Benjamin-Evergreen PTA Permit Applications for Benjamin District 25 Spring Breakout Event**

Dear Mr. Breinig:

On April 27<sup>th</sup>, the Benjamin-Evergreen PTA is hosting a family running event, which includes a one mile fun run/walk, a 5K run, and children's activities. The proceeds raised will be utilized to fund our PTA programs within Evergreen Elementary and Benjamin Middle Schools (Benjamin District 25).

Enclosed are the two permit applications needed for the event and the proposed route for our 5K run. I am requesting that the Village Board waive the \$25 Sound Amplifier Permit fee, if possible.

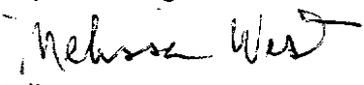
I have included the Parade and Public Assembly Permit Application as our proposed 5k running route will follow the Steven M. Ravensi Trail and would take the runners across the entrance to the Bark Park off Kuhn Road and also across Thunderbird Trail. We are planning to have approximately 150 runners on this course. We have volunteers that will be at both of these locations to stop traffic.

I would like to also request police coverage at the intersection of Thunderbird Trail and Kuhn Road, if coverage is available for no further fees. The 5K starts at 2:30 p.m. and we would have runners crossing the street from approximately 2:40 p.m. to 3:15 p.m.

If you do have any questions about the event, feel free to contact me at 847-354-8404.

Thank you for your consideration.

Yours truly,  
Benjamin-Evergreen PTA

  
Melissa West  
Spring Breakout Event Coordinator

Enc.

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

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

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

**DATE:** April 3, 2014

**RE:** **Agenda Item for the Village Board Meeting of April 7, 2014  
Request from American Legion Post 76 to Waive the  
Application Fee for a Pending Request for Zoning Approval**

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**PURPOSE**

The purpose of this memorandum is to bring to the Village Board a request from American Legion Post 76 to waive the application fee for a pending request for zoning approval that would seek to allow an earlier start of baseball games at Lee Pfund Stadium.

**BACKGROUND**

In March 2012, the Village Board approved Ordinance No. 2012-13-08, granting a Special Use Permit Amendment for the proposed Lee Pfund Stadium improvements, as well as Sign Code variations to allow for a 12-foot tall ground sign at the entrance to the baseball facilities, subject to conditions. The public hearing for the case was very well attended. In order to address the concerns of nearby residents, several conditions of approval were included in the ordinance in order to limit the impacts of the use of the field. The conditions of approval relevant to the American Legion's current request include:

4. *That the baseball facilities shall not be used for night activity, meaning that the lights shall not be used, on more 15 days per month year round and for not more than seven consecutive nights;*
5. *That the PA system shall not be turned on before 10:00 am, and shall be turned off no later than 10:00 pm under all circumstances, regardless of whether activities on the field have concluded by that time;*
6. *That no inning of play shall start after 10:30 pm for games played Sunday through Thursday, and that no inning of play shall start after 11:30 pm for games on Friday and Saturday, except in the event that if Wheaton College should be selected to host an NCAA Division III Regional Tournament, in which case the 11:30 pm cut off time shall also be in effect for Sunday through Thursday games;*

7. *That games shall not start before 9:00 am on Saturdays and 10:00 am on Sundays;*

### **DISCUSSION**

Attached is a letter dated April 3, 2014, from attorney Robert McNees conveying the American Legion's request. As noted in Mr. McNees' letter, the American Legion contends that the usage timeframes specified in the ordinance prevent the American Legion from using the baseball field for Legion tournaments, and that without the requested relief the tournaments would need to be cancelled. Specifically, the American Legion states that the Saturday start time needs to be 8:00 a.m., not 9:00 a.m. as specified in condition of approval #7. In order to allow an earlier Saturday start time, the Special Use Permit would need to be amended via the public hearing process. The fee for this process is \$800 and the American Legion is requesting that this fee be waived.

The American Legion provides the following reasons as justification for the granting of a fee waiver by the Village Board:

- The American Legion is a not-for-profit agency and operates the baseball program at a loss. It does not have funds available for the zoning application fee.
- The baseball program is an important service to the youth of the community.
- The tournaments would provide an economic benefit to Carol Stream hotels, restaurants and retailers.

We provide the following information to assist the Mayor and Village Board In their evaluation of the American Legion's request:

- The Village of Carol Stream waives building, zoning and engineering fees, with the exception of pass-through costs, for other governmental agencies (§6-13-18). To the best of our knowledge, the Village has never waived such fees for a not-for-profit organization.
- Since being annexed to the Village in April 2000, the American Legion has always paid fees for zoning approvals. For example, the Legion paid a \$400 application fee in 2002 for a Fence Code variation request, which was denied; and paid \$800 in 2004 for requests for a Special Use Permit and Gary Avenue Corridor Review for a building expansion, which were approved.

- The Village's building, zoning and engineering fees are based on recovery of Village costs. These costs include not only the cost of staff time in working with the applicant to bring the request to the Plan Commission and Village Board, and to prepare a staff report, but also include pass-through costs such as the publication and mailing of the required legal notice and the services of a court reporter.
- The approval of a fee waiver because the organization is not-for-profit would set a precedent that would be available to many other organizations that use Village services and have paid fees for those services in the past, such as the Village's many religious institutions, fundraising organizations, and Outreach Community Ministries.
- The approval of a fee waiver because the community and its youth derive social and economic benefits from the organization or its activities could arguably be used by many Carol Stream businesses to seek waivers of building, zoning and engineering fees.

### **RECOMMENDATION**

Staff's evaluation is that approving the American Legion's request for fee waiver would set undesirable precedents. We recommend that the Village Board deny the request.

RJG:bg

C: Robert A. McNees, Attorney at Law

t:\village board special and temporary approvals\american legion fee waiver.docx

April 3, 2014

Mayor Saverino and  
Board of Trustees  
Village of Carol Stream  
500 N. Gary Ave.  
Carol Stream, IL 60188

Re: American Legion Post 76 Request for Fee Waiver—Amendment to Special Use Permit Ordinance

Dear Mayor Saverino and Trustees:

Please be advised that I represent the American Legion Post 76. You may recall that in 2012 the Village enacted an ordinance amending the special use permit for the American Legion Hall, 570 S. Gary Ave., to allow for improvements to the Legion baseball field for use by Wheaton College. The Legion's lease and the Village ordinance (No. 2012-03-08) contemplated that the Legion would continue to use the field for its Legion baseball team and for occasional Legion baseball tournaments. The Ordinance spells out the earliest start hours for tournaments (9:00am on Saturdays) and how late in the day tournaments can run (11:30pm).

Unfortunately, in order for the Legion to effectively run Legion tournaments, the Legion needs to be able to start at 8:00am, not 9:00am. The Legion erroneously failed to bring this to the attention of the Village in the prior proceedings. Village Staff has indicated that it is necessary to request an amendment to the Ordinance to allow for one hour earlier start for Legion tournaments.

The Legion would like to request an amendment to the Ordinance for the purposes of allowing Legion baseball tournaments, and only Legion baseball tournaments, to start at 8:00am. Staff indicates that the fee for initiating the special use permit amendment is \$800.00. The Legion is a not for profit organization, which provides many services to this community, including sponsoring a Legion youth baseball team. Annually, the Legion spends a net of \$2500, or so, on behalf of the Legion team. The Legion tournaments are run as break even propositions.

The Legion does not have sufficient funds to pay the requisite fees associated to the request for an amendment to the ordinance. Accordingly, the Legion is making this request of the Village Board to waive the Village's filing fees. The Legion wants to comply with the Village's ordinances. Not having the resources to pay the filing fees, if the Board will not waive said fees, the Legion's only other option would be to cancel all Legion tournaments.

Described below are the baseball tournaments which the Legion needs to start at 8am in order to finish by the time deadline set in the ordinance:

1. Every year. Father's Day Tournament. 10 teams. The Legion breaks even with its entry fees. The primary expenses covered are umpires, baseballs and lights.
2. Every year. 11<sup>th</sup> District Tournament. The 11<sup>th</sup> District consists of DuPage, Will, Kane & McHenry Counties. Every year the tournament is played in DuPage County. The Carol Stream field is really the best one in DuPage to host. This is the tournament that led to a complaint

- from a nearby resident last year, for starting at 8:00am. Each team pays \$300. Again, that covers costs. The winner of the District tournament goes to the Second Division Tournament (there are 5 divisions).
3. Possibly every 3<sup>rd</sup> year. 2<sup>nd</sup> Division tournament. The 2<sup>nd</sup> Division covers that part of the state north of I-80. Again, if the Legion hosts, the Legion only covers its costs. The winner of the 2<sup>nd</sup> Division tournament goes the State Tournament.
  4. State Tournament. Once every 5 years the 2<sup>nd</sup> Division hosts the state tournament. The next one the 2<sup>nd</sup> Division could host is in 2015. The Legion needs to get its bid in by 8/1 in order to apply to host the state tournament. The host team pays all expenses for the participating teams, including hotels and meals. This is a break even proposition for the Legion. Corporate sponsors cover the expenses—about \$20,000, which would go to local businesses. Additional revenues to the area would come from families and friends of the players.
  5. Last week, the Legion was contacted by the Legion State chairman, who asked if the Legion would consider hosting the Midwest Regional tournament in 2 years. The Midwest Region consists of 6 states. This is a totally new request, and the Legion is not fully aware of the obligations associated to this request, but assumes that this would also be a break even proposition, with corporate sponsorships to help defray the costs of lodging and meals for the players. The request from the state chairman suggests that the Legion would likely get to host the State tournament, if it bids for it.
  6. The Legion does not believe that it has the capacity to host the national tournament. Multiple baseball fields would be necessary.

I believe that the Legion previously detailed the first 4 above tournaments at the public hearings for the special use permit for the new stadium. The Midwest Regional tournament was not on the horizon at that time.

The Legion makes no money on the Legion baseball program. It runs this program at a loss, but it is an important service to the youth in the community, like so many of the other programs the Legion sponsors. Although the Father's Day, the District and the Division tournaments would provide some economic benefit to the community, the State Tournament and the Midwest Regional tournaments would provide significant economic benefits to hotels, restaurants and other retailers in the Carol Stream community. The Legion asks that the Board consider these factors in reviewing the Legion's request for a fee waiver.

Thank you for your kind consideration of this request.

Very truly yours,

McNees & Associates

By: 

Robert A. McNees

RAM/rm

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on April 7, 2014**

**AGENDA ITEM**  
L-1 4-7-14

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>AT &amp; T</b>					
SERV FOR MAR 16 THRU APRIL 15 2014	439.83	01650100-52230	TELEPHONE	630257651903 3/16/14	
	<u>439.83</u>				
<b>AJD CONCRETE CONSTRUCTION CORP</b>					
SNOW PLOW 03/01 & 03/02 2014 EVENT 13-031	5,316.39	01670200-52266	SNOW REMOVAL	2013-00015	
SNOW PLOW 03/05/14 EVENT 13-032	2,786.09	01670200-52266	SNOW REMOVAL	2013-0016	
SNOW PLOW 03/12/14 EVENT 13-034	4,212.89	01670200-52266	SNOW REMOVAL	2013-0017	
	<u>12,315.37</u>				
<b>ALPHA BUILDING MAINTENANCE SERVICE INC</b>					
VLG, PWKS ANNL CLNG APRIL 2014	480.00	01670100-52276	JANITORIAL SERVICES	14582VCS	20140012
VLG, PWKS ANNL CLNG APRIL 2014	950.00	01680000-52276	JANITORIAL SERVICES	14582VCS	20140012
VLG, PWKS ANNL CLNG/MAR/2014	480.00	01670100-52276	JANITORIAL SERVICES	14499 VCS	20140012
VLG, PWKS ANNL CLNG/MAR/2014	950.00	01680000-52276	JANITORIAL SERVICES	14499 VCS	20140012
	<u>2,860.00</u>				
<b>ASHLEY ELECTRIC CO</b>					
REPLACED DAMAGED LIGHT FIXTURE	1,061.00	01670400-52244	MAINTENANCE & REPAIR	01-14	
	<u>1,061.00</u>				
<b>AUTO TRUCK GROUP</b>					
DOMES FOR NEW SQUADS	315.00	01662700-53350	SMALL EQUIPMENT EXPENSE	1159529	
UPFIT FOR SQUAD 639	4,410.00	01662700-53350	SMALL EQUIPMENT EXPENSE	1130729	
UPFIT FOR SQUAD 639	5,303.00	01662700-52212	AUTO MAINTENANCE & REPAIR	1130729	
	<u>10,028.00</u>				
<b>B &amp; F CONSTRUCTION CODE SERVICES, INC</b>					
FEBRUARY INSPECTIONS	1,360.80	01643700-52253	CONSULTANT	38885	
PLAN REVIEW 100-102 S SCHMALE RD	1,369.37	01643700-52253	CONSULTANT	38938	
PLAN REVIEW 586-594 E NORTH AVE	1,369.37	01643700-52253	CONSULTANT	38937	
PLAN REVIEW 640 CENTER AVE	1,369.37	01643700-52253	CONSULTANT	38936	
PLAN REVIEW 922 W ARMY TRAIL RD	1,369.37	01643700-52253	CONSULTANT	38939	
PLAN REVIEW FOR 191 TUBEWAY DR	392.34	01643700-52253	CONSULTANT	38969	
PLAN REVIEW FOR 410 KIMBERLY DR	150.00	01643700-52253	CONSULTANT	38975	
	<u>7,380.62</u>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on April 7, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>BAXTER &amp; WOODMAN INC</b>					
ENGR SRV'S WRC PHASE II AERATI	54,375.00	04101100-54480	CONSTRUCTION	0173441	20140030
	<b>54,375.00</b>				
<b>C S FIRE PROTECTION DISTRICT</b>					
PERMITS-MARCH 2014	560.00	01-24416	DEPOSIT-FIRE DISTRICT PERMIT	PERMITS MAR/14	
	<b>560.00</b>				
<b>C S PARK DISTRICT</b>					
DEVELOPER DONATION MARCH 2014	7,800.00	01-24403	DEPOSIT-PARK DIST DEV CONTRB	DEV DON MAR/14	
	<b>7,800.00</b>				
<b>C S PUBLIC LIBRARY</b>					
DEVELOPER DONATIONS MARCH 2014	617.20	01-24401	DEPOSIT-LIBRARY DEVEL CONTRB	DEV DON'S MAR/14	
	<b>617.20</b>				
<b>CHRISTOPHER B BURKE ENGR LTD</b>					
PROF SRV'S FRM JAN 1, THRU FEB 22, 2014	5,033.50	01620100-52253	CONSULTANT	115333	
PROF SRV'S FRM DEC 1, 2013- FEB 22, 2014	5,783.25	01620100-52253	CONSULTANT	115332	
PROF SRV'S JAN 1 THRU FEB 22 2014	7,258.11	01620100-52253	CONSULTANT	115337	
	<b>18,074.86</b>				
<b>CIOSEK TREE SERVICE INC</b>					
TREE REMOVALS	540.00	01670700-52268	TREE MAINTENANCE	FEB/2014	20140024
TREE REMOVALS	66,350.00	01670700-52281	EAB REMOVAL/REPLACEMENT	FEB/2014	20140024
	<b>66,890.00</b>				
<b>CITY LIMITS SYSTEMS INC</b>					
TRUCK CLEANING CHEMICALS	419.40	01670200-53317	OPERATING SUPPLIES	4607	
	<b>419.40</b>				
<b>COMCAST CABLE</b>					
SERVICE FOR APRIL/2014	79.90	01650100-52234	DUES & SUBSCRIPTIONS	0010112 3/20/14	
SRV FRM 03/26 - 04/25 2014	4.25	01650100-52234	DUES & SUBSCRIPTIONS	0113254 3/19/14	
	<b>84.15</b>				
<b>COMED</b>					
SERV FOR 12/27/13 - 01/23/14	243.31	01670600-53210	ELECTRICITY	4430145005MAR/14	
SERV FRM 01/23 - 02/22 2014	123.02	01670300-53213	STREET LIGHT ELECTRICITY	0822115042 MAR/14	
SERV FRM 01/23 - 03/24 2014	216.85	01670300-53213	STREET LIGHT ELECTRICITY	5853045025MAR/14	

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on April 7, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
SERV FRM 02/13 - 03/14 2014	29.96	01670600-53210	ELECTRICITY	6827721000 MAR/14	
SERV FRM 02/21 - 03/24 2014	152.00	01670600-53210	ELECTRICITY	6337409002MAR/14	
SERV FRM 02/22 - 03/24 2014	17.50	01670600-53210	ELECTRICITY	0803155026MAR/14	
SERV FRM 02/22 - 03/24 2014	17.50	01670600-53210	ELECTRICITY	1865134015MAR/14	
SERV FRM 02/22 - 03/25 2014	17.50	01670600-53210	ELECTRICITY	4483019016MAR/14	
SERV FRM 02/22 - 03/25 2014	30.04	01670300-53213	STREET LIGHT ELECTRICITY	1043062112MAR/14	
SERV FRM 02/22 - 03/25 2014	49.98	04101500-52248	ELECTRICITY	2073133107MAR/14	
SERV FRM 02/24 - 03/25 2014	75.69	01670300-53213	STREET LIGHT ELECTRICITY	6597112015MAR/14	
SERV FRM 02/24 - 03/25 2014	83.00	01670300-53213	STREET LIGHT ELECTRICITY	1353117013MAR/14	
SERV FRM 02/25 - 03/26 2014	67.13	04101500-52248	ELECTRICITY	0291093117MAR/14	
SERV FRM 02/25 - 03/26 2014	38.66	01670300-53213	STREET LIGHT ELECTRICITY	1603109101MAR/14	
SERV FRM 02/26 - 03/27 2014	29.30	01670600-53210	ELECTRICITY	5838596003MAR/14	
SERV FRM 11/15 - 12/19 2013	34.37	04201600-52248	ELECTRICITY	2514004009 DEC/13	
SERV FRM 12/03 THRU 12/20 2013	66.45	01670300-53213	STREET LIGHT ELECTRICITY	0822115042 JAN/14	
SERV FRM 12/20/13 - 01/23/14	144.14	01670300-53213	STREET LIGHT ELECTRICITY	0822115042 FEB/14	
SERV FRM 2/13 THRU 3/14 2013	27.83	01670300-53213	STREET LIGHT ELECTRICITY	1083101009 MAR/14	
SERV FRM 2/21 - 03/21 2014	1,390.80	04201600-52248	ELECTRICITY	0300009027 MAR/14	
SERV FRM 2/21 - 3/24 2014	543.14	04101500-52248	ELECTRICITY	2496057000 MAR/14	
SERV FRM 2/21 - 3/24 2014	266.60	01670300-53213	STREET LIGHT ELECTRICITY	6213120002 MAR/14	
SERV FRM 2/24 - 3/25 2014	36.35	01662300-52298	ATLE SERVICE FEE	4202129060MAR/14	
SERV FRM 02/24 - 03/25 2014	85.12	01670300-53213	STREET LIGHT ELECTRICITY	3153036011MAR/14	
SRV FRM 2/22 - 03/25 2014	87.27	01670300-53213	STREET LIGHT ELECTRICITY	6675448009MAR/14	
	<b>3,873.51</b>				
<b>COMMUNITY CONSOLIDATED SCHOOL #93</b>					
DONATIONS MARCH 2014	1,350.00	01-24411	DEPOSIT SCHOOL D93 CASH	DONATIONS MAR/14	
	<b>1,350.00</b>				
<b>CONSTELLATION NEW ENERGY</b>					
SERV FRM 02/13 - 03/12 2014	331.90	01670300-53213	STREET LIGHT ELECTRICITY	00141986630001	
SERV FRM 02/21 - 03/23 2014	1,948.00	01670300-53213	STREET LIGHT ELECTRICITY	00141932290001	
SERV FRM 02/24 - 03/24 2014	2,275.86	04201600-52248	ELECTRICITY	00142400230001	
	<b>4,555.76</b>				
<b>COOK COUNTY CLERK'S OFFICE</b>					
NOTARY COMM RNWL REGISTRATION W/COUNTY	10.00	01662400-52234	DUES & SUBSCRIPTIONS	TOM MILLER	
	<b>10.00</b>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on April 7, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>COUNTY COURT REPORTERS INC</b>					
PLAN COMM MTG ON MARCH 24 2014	150.00	01530000-52241	COURT REPORTER FEES	112470	
	<u>150.00</u>				
<b>DAVID G BAKER</b>					
VLG BOARD MTG TELECAST 3/17/14	105.00	01650100-52253	CONSULTANT	031714	
	<u>105.00</u>				
<b>DOOR SYSTEMS INC</b>					
NORTH ELEV. DOORS #2 & #3 INSTALL	1,088.00	01670400-52244	MAINTENANCE & REPAIR	0790349-IN	
	<u>1,088.00</u>				
<b>DOUGLAS DUNTEMAN</b>					
PER DIEM TRAINING IDEOA CONF 4/23-4/25 2014	102.00	01664700-52223	TRAINING	IDEOA TRNG 4/23	
	<u>102.00</u>				
<b>DU COMM</b>					
QRTL SHARE MAY-JULY 2014	161,970.75	01-13010	PRE-PAID ITEMS	15136	
	<u>161,970.75</u>				
<b>DUPAGE CO TREASURER</b>					
DATA PROCESS SERV FEB/14 POLICE DEPT	250.00	01662600-52247	DATA PROCESSING	2795	
	<u>250.00</u>				
<b>DUPAGE COUNTY RECORDER</b>					
RECORDINGS- PARK DIST DEEDS	70.00	01580000-52233	RECORDING FEES	201403200167	
	<u>70.00</u>				
<b>DUPAGE MAYORS AND MANAGERS CONFERENCE</b>					
MONTHLY BUS MTG FEB & MAR 2014 J BREINIG	80.00	01590000-52222	MEETINGS	7862	
MONTHLY MTG J BREINIG JANUARY 2014	55.00	01590000-52222	MEETINGS	7797	
	<u>135.00</u>				
<b>DUPAGE RIVER SALT CREEK WRKGRP</b>					
MEMB DUES 3/1/2014-2/28/2015	10,627.00	01-13010	PRE-PAID ITEMS	14/15 MEMBERSHIP	
	<u>10,627.00</u>				
<b>DUPAGE WATER COMMISSION</b>					
OPER/MTC FEBRUARY 2014	364,207.75	04201600-52283	DUPAGE CTY WATER COMMISSION	10371	
	<u>364,207.75</u>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on April 7, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>ELASTEC INC</b>					
DRUG TERMINATOR	4,250.00	01662400-54412	OTHER EQUIPMENT	0019217-IN	
	<u>4,250.00</u>				
<b>EXAMINER PUBLICATIONS INC</b>					
LINES OF LEGAL NOTICE- BUDGET	35.00	01580000-52240	PUBLIC NOTICES/INFORMATION	33129	
	<u>35.00</u>				
<b>GLENBARD NORTH HIGH #87</b>					
DONATIONS MARCH 2014	375.00	01-24408	DEPOSIT SCHOOL 87 CASH	DONATIONS MAR/14	
	<u>375.00</u>				
<b>GLENN HARKER</b>					
PER DIEM IDEOA TRAINING 4/23-4/25 2014	102.00	01664700-52223	TRAINING	IDEOA TRNG 4/23	
	<u>102.00</u>				
<b>HEALY ASPHALT COMPANY LLC</b>					
ASPHALT	341.76	01670500-53317	OPERATING SUPPLIES	44291MB	
	<u>341.76</u>				
<b>IACP NET</b>					
ANNUAL IACPNET FEE 5/1/14-04/30/15	1,100.00	01-13010	PRE-PAID ITEMS	22900	
	<u>1,100.00</u>				
<b>IEPA</b>					
WTR REVOLVING FUND	49,727.41	04100100-56491	LOAN INTEREST	BILL #19	
WTR REVOLVING FUND	164,597.78	04100100-56490	LOAN PRINCIPAL	BILL #19	
	<u>214,325.19</u>				
<b>ILLINOIS OFFICE OF THE STATE FIRE MARSHAL</b>					
TANK TESTING	70.00	01696200-52244	MAINTENANCE & REPAIR	9507010	
	<u>70.00</u>				
<b>ILLINOIS STATE POLICE ACADEMY</b>					
MOZALEWSKI & HECK ACADEMY FEES 4/13/14-7/14/14	5,764.00	01-13010	PRE-PAID ITEMS	ACADEMY FEES	
	<u>5,764.00</u>				
<b>JOHN C BOSCO</b>					
SNOW PLOW 03/12/14 EVENT 13-034	408.23	01670200-52266	SNOW REMOVAL	13412	
	<u>408.23</u>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on April 7, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>JOHN L FIOTI</b>					
RED LIGHT/TOW ADJUDICATOR 3/12/14	225.00	01570000-52238	LEGAL FEES	C S 62	
RED LIGHT/TOW ADJUDICATOR 3/12/14	270.00	01662300-52310	ATLE LEGAL ADJUDICATION	C S 62	
	<u>495.00</u>				
<b>JOHN NERI CONSTRUCTION CO INC</b>					
EMERGENCY HYDRANT REPLMNT 370 VILLAGE DR	2,756.37	04201600-52244	MAINTENANCE & REPAIR	14996 MAR/14	
	<u>2,756.37</u>				
<b>JOHN TAUTGES TRUCKING</b>					
SNOW PLOW 3/12/14 EVENT 13-034	1,615.20	01670200-52266	SNOW REMOVAL	1349	
	<u>1,615.20</u>				
<b>JON GREY</b>					
PER DIEM FOR IDEOA CONF 4/23-4/25 2014	102.00	01664700-52223	TRAINING	IDEOA CONF 4/23	
	<u>102.00</u>				
<b>KANE COUNTY CLERK</b>					
NOTARY COMM RNWL ED SAILER	10.00	01660100-52234	DUES & SUBSCRIPTIONS	ED SAILER	
	<u>10.00</u>				
<b>KLEIN, THORPE &amp; JENKINS, LTD</b>					
LEGAL SERVICES FOR FEB/2014	565.50	01510000-52238	LEGAL FEES	168398 3/13/14	
LEGAL SERVICES FOR FEB/2014	1,405.00	22490000-52238	LEGAL FEES	168398 3/13/14	
LEGAL SERVICES FOR FEB/2014	10,972.56	01570000-52238	LEGAL FEES	168398 3/13/14	
	<u>12,943.06</u>				
<b>LEONARD M BULAT</b>					
REPAIR / REPL 611'S STICKERS FRM CRASH	285.00	01662700-52212	AUTO MAINTENANCE & REPAIR	14-189	
	<u>285.00</u>				
<b>MIDWEST METER INC</b>					
1" METERS AND 100W AMR'S	12,220.00	04201400-53333	NEW METERS	0053576-IN	
	<u>12,220.00</u>				
<b>MINUTEMAN PRESS</b>					
BUDGET COVERS	305.22	01610100-53315	PRINTED MATERIALS	42719	
	<u>305.22</u>				
<b>MORRISON ASSOCIATES, LTD</b>					
CRITICAL STRENGTHS ASSESSMENT A OLSEN	750.00	01690100-52223	TRAINING	#2013:0102	

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on April 7, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
CRITICAL STRENGTHS ASSESSMENT A OLSEN	1,250.00	01670100-52223	TRAINING	#2013:0102	
	<b>2,000.00</b>				
<b>NICOR</b>					
SERV FRM 02/08 - 03/10 2014	151.67	04201600-52277	HEATING GAS	13-81-12-10007MAR/14	
SERV FRM 02/27 - 03/27 2014	23.10	04101500-52277	HEATING GAS	14309470202MAR/14	
	<b>174.77</b>				
<b>NOTARY PUBLIC ASSOCIATION OF IL</b>					
MONICA KONIOR COMM RNWL EXPIRES 7/13/14	49.00	01-13010	PRE-PAID ITEMS	NOTARY RNWL	
	<b>49.00</b>				
<b>OMI</b>					
CAPEX PROGRAM NOV-DEC/13	44,776.11	04101100-52262	WRC CONTRACT	58566	
	<b>44,776.11</b>				
<b>RAY O'HERRON CO</b>					
AMMUNITION	7,580.00	01662700-53321	AMMUNITION	1414232-IN	
	<b>7,580.00</b>				
<b>S &amp; S MAINTENANCE INC</b>					
SNOW PLOW 03/12/14 EVENT 13-034	2,720.53	01670200-52266	SNOW REMOVAL	SS116	
	<b>2,720.53</b>				
<b>TELVENT USA HOLDINGS, LLC</b>					
DTN SRV FRM 3/22/14 - 3/21/15	2,268.00	01670100-52234	DUES & SUBSCRIPTIONS	4255890	
	<b>2,268.00</b>				
<b>TEXOR PETROLEUM</b>					
DIESEL FUEL	19,332.01	01696200-53356	GAS PURCHASED	4254720-41501	
	<b>19,332.01</b>				
<b>THIRD MILLENIUUM ASSOCIATES INCORPORATED</b>					
MARCH WTR BILLS/SHUT OFF NOTICES	1,262.99	04203100-52221	UTILITY BILL PROCESSING	16758	
MARCH WTR BILLS/SHUT OFF NOTICES	1,263.00	04103100-52221	UTILITY BILL PROCESSING	16758	
VS SOFTWARE MTC FOR 14/15	995.00	01-13010	PRE-PAID ITEMS	16744	
	<b>3,520.99</b>				
<b>THOMAS F HOWARD JR</b>					
DUI PROSC 02/28-03/31 2014	8,235.00	01570000-52312	PROSECUTION DUI	214	
	<b>8,235.00</b>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on April 7, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>THOMAS MILLER</b>					
PER DIEM IDEOA CONF TRNG 4/23-4/25 2014	102.00	01662400-52223	TRAINING	IDEOA TRNG 4/23	
	<b>102.00</b>				
<b>THOMAS PUMP CO</b>					
REBUILD HIGH SERVICE PUMP #2	5,935.00	04201600-52244	MAINTENANCE & REPAIR	R9152	
	<b>5,935.00</b>				
<b>TIM'S AUTO BODY</b>					
REPAIR TO SQUAD 688	993.60	01662700-52212	AUTO MAINTENANCE & REPAIR	3557	
	<b>993.60</b>				
<b>TKB ASSOCIATES INC</b>					
ANNUAL LASERFICHE MTC 3/7/14-3/7/15	3,183.00	01652800-52255	SOFTWARE MAINTENANCE	10587	
LASERFICHE INSTALLATION & TRNG SRV	4,400.00	01652800-52223	TRAINING	10762	
	<b>7,583.00</b>				
<b>TYCO INTEGRATED SECURITY LLC</b>					
FRM HOUSE ALRM 4/1/14-6/30/14	36.00	01650100-52230	TELEPHONE	21382329 3/8/14	
TWN CTR ALRM 04/01/14 - 06/30/14	36.00	01650100-52230	TELEPHONE	21382330 03/08/14	
	<b>72.00</b>				
<b>TYLER TECHNOLOGIES INC</b>					
TYLER GO DOCS	2,500.00	01612900-52255	SOFTWARE MAINTENANCE	045-9978	
	<b>2,500.00</b>				
<b>U S PAVING INC</b>					
SNOW PLOW 03/05/14 EVENT 13-032	1,538.10	01670200-52266	SNOW REMOVAL	03/05/14 RT#8	
SNOW PLOW 03/12/14 EVENT 13-034	2,003.73	01670200-52266	SNOW REMOVAL	03/12/14 RT #13	
SNOW PLOW 03/12/14 EVENT 13-034	2,438.73	01670200-52266	SNOW REMOVAL	03/12/14 #8	
SNOW PLW 03/05/14 EVENT 13-032	976.65	01670200-52266	SNOW REMOVAL	03/05/14 RT #13	
	<b>6,957.21</b>				
<b>VERIZON WIRELESS</b>					
CELL PH SERV FRM FEB 14- MAR 13 2014	20.25	01642100-52230	TELEPHONE	9721787823 3/13/14	
CELL PH SERV FRM FEB 14- MAR 13 2014	20.25	01643700-52230	TELEPHONE	9721787823 3/13/14	
CELL PH SERV FRM FEB 14- MAR 13 2014	20.25	01662500-52230	TELEPHONE	9721787823 3/13/14	
CELL PH SERV FRM FEB 14- MAR 13 2014	38.03	01652800-52230	TELEPHONE	9721787823 3/13/14	
CELL PH SERV FRM FEB 14- MAR 13 2014	60.03	01600000-52230	TELEPHONE	9721787823 3/13/14	
CELL PH SERV FRM FEB 14- MAR 13 2014	60.03	01610100-52230	TELEPHONE	9721787823 3/13/14	

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on April 7, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
CELL PH SERV FRM FEB 14- MAR 13 2014	60.03	01690100-52230	TELEPHONE	9721787823 3/13/14	
CELL PH SERV FRM FEB 14- MAR 13 2014	72.27	01622200-52230	TELEPHONE	9721787823 3/13/14	
CELL PH SERV FRM FEB 14- MAR 13 2014	80.28	01680000-52230	TELEPHONE	9721787823 3/13/14	
CELL PH SERV FRM FEB 14- MAR 13 2014	100.53	04101500-52230	TELEPHONE	9721787823 3/13/14	
CELL PH SERV FRM FEB 14- MAR 13 2014	108.40	01620100-52230	TELEPHONE	9721787823 3/13/14	
CELL PH SERV FRM FEB 14- MAR 13 2014	116.52	01662300-52230	TELEPHONE	9721787823 3/13/14	
CELL PH SERV FRM FEB 14- MAR 13 2014	136.05	04200100-52230	TELEPHONE	9721787823 3/13/14	
CELL PH SERV FRM FEB 14- MAR 13 2014	141.03	04201600-52230	TELEPHONE	9721787823 3/13/14	
CELL PH SERV FRM FEB 14- MAR 13 2014	181.27	01652800-52230	TELEPHONE	9721787823 3/13/14	
CELL PH SERV FRM FEB 14- MAR 13 2014	181.47	01650100-52230	TELEPHONE	9721787823 3/13/14	
CELL PH SERV FRM FEB 14- MAR 13 2014	354.17	01664700-52230	TELEPHONE	9721787823 3/13/14	
CELL PH SERV FRM FEB 14- MAR 13 2014	394.19	01670100-52230	TELEPHONE	9721787823 3/13/14	
CELL PH SERV FRM FEB 14- MAR 13 2014	475.60	01662400-52230	TELEPHONE	9721787823 3/13/14	
CELL PH SERV FRM FEB 14- MAR 13 2014	586.47	01660100-52230	TELEPHONE	9721787823 3/13/14	
CELL PH SERV FRM FEB 14- MAR 13 2014	1,034.61	01662700-52230	TELEPHONE	9721787823 3/13/14	
	<b>4,241.73</b>				
<b>VILLA PARK OFFICE EQUIPMENT</b>					
FILE CABINETS	2,470.00	01600000-53350	SMALL EQUIPMENT EXPENSE	48348	
	<b>2,470.00</b>				
<b>VILLAGE OF CAROL STREAM</b>					
SERV FRM 02/06 - 03/08 2014	68.95	01670100-53220	WATER	798538/20875	
SERV FRM 02/07 - 03/07 2014	3.46	01680000-53220	WATER	798541/20878	
SERV FRM 02/07 - 03/07 2014	7.00	04101500-53220	WATER	798535/20871	
SERV FRM 02/07 - 03/07 2014	192.68	01680000-53220	WATER	798539/20876	
SERV FRM 02/08 - 03/09 2014	219.89	01670100-53220	WATER	798537/20874	
SRV FRM 02/07 - 03/09 2014	25.92	04101500-53220	WATER	798536/20872	
	<b>517.90</b>				
<b>VILLAGE OF GLENDALE HEIGHTS</b>					
ANNUAL GUN RANGE USAGE FOR 2013	5,000.00	01662700-52239	RANGE	10288	
	<b>5,000.00</b>				
<b>WHEATON BANK AND TRUST</b>					
WB & T FEES FEB/14	288.18	04103100-52256	BANKING SERVICES	7509063 FEB/14	
WB & T FEES FEB/14	288.18	04203100-52256	BANKING SERVICES	7509063 FEB/14	
WB & T FEES FEB/14	717.53	01610100-52256	BANKING SERVICES	7509063 FEB/14	
	<b>1,293.89</b>				

**Village of Carol Stream  
Schedule of Bills  
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<b>WILDLAND MANAGEMENT INC</b>					
PRESCRIBED BURNS-PONDS	6,900.00	01620100-52272	PROPERTY MAINTENANCE	04-03-14	20140041
	<u>6,900.00</u>				
<b>XEROX CAPITAL SERVICES LLC</b>					
COPIER MTC MARCH 02/21 - 03/21 2014	1,357.28	01650100-52231	COPY EXPENSE	073258665	
	<u>1,357.28</u>				
<b>GRAND TOTAL</b>	<u><u>\$1,125,483.25</u></u>				

The preceding list of bills payable totaling \$1,125,483.25 was reviewed and approved for payment.

**Approved by:**

Robert Mellor  
Robert Mellor – Acting Village Manager

**Date:** 4/4/14

**Authorized by:**

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

\_\_\_\_\_  
Beth Melody - Village Clerk

**Date:** \_\_\_\_\_

**AGENDA ITEM**  
L-2 - 4-7-14

**ADDENDUM WARRANTS**  
**March 18, 2014 thru April 7, 2014**

Fund	Check #	Vendor	Description	Amount
General	A C H	Wheaton Bank & Trust	Payroll March 3, 2014 thru March 16, 2014	448,956.75
Water & Sewer	A C H	Wheaton Bank & Trust	Payroll March 3, 2014 thru March 16, 2014	36,857.58
General	A C H	Wheaton Bank & Trust	Payroll March 17, 2014 thru March 30, 21014	443,445.16
Water & Sewer	A C H	Wheaton Bank & Trust	Payroll March 17, 2014 thru March 30, 21014	<u>37,899.20</u>
				<b>967,158.69</b>

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2014

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

\_\_\_\_\_  
Beth Melody - Village Clerk