

Village of Carol Stream

BOARD MEETING

AGENDA

JUNE 3, 2013

8:00 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 May 20, 2013 Village Board Meeting.

C. AUDIENCE PARTICIPATION & PUBLIC HEARINGS:

1. Resolution No. 2660, Recognizing the DuPage County Farm Bureau on its 100th Anniversary.
2. Proclamation Honoring CASA of DuPage County on its 20th Anniversary.

D. 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.

E. BOARD AND COMMISSION REPORTS:

F. OLD BUSINESS:

G. STAFF REPORTS & RECOMMENDATIONS:

1. Award of Contract – Project Management Services
Staff recommends that the Village Board authorize the Village Manager to execute an agreement for project management services with Engineering Resource Associates, Inc. at the agreed upon hourly rates and a cost not to exceed \$110,000.
2. Carol Stream Public Library – Annual Report 2012-2013.
Receipt of Annual Report of the Board of Library Trustees of the Village of Carol Stream for the Fiscal Year Ending April 30, 2013.
3. Special Management Area Reviews – Award of Consultant Contract.
Staff recommends that this contract be awarded to Christopher B. Burke Engineering Ltd. based on the agreement billing rates.

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4. A motion waiving competitive bidding and authorizing the purchase of a Toro GM4000-D wide-area mower from Reinders, Inc., for a total amount of \$49,772.94.
Public Works is recommending purchase of a Toro mower through the National IPA, a cooperative purchasing organization serving governmental and non-profit agencies.
5. Vehicle Purchase – Police Department.
Request authorization to cancel vehicle purchase from Joe Cotton Ford, authorization to waive competitive bidding and purchase a Ford Explorer from Joe Rizza Ford. Vehicle is not available from Joe Cotton Ford.
6. Presentation of the ezIQC Job Order Contracting Program.
Public Works will present information on an opportunity to secure construction services through a contract offered by the City of Naperville.
 - a. A motion waiving competitive bidding and approving a job order contract with F.H. Paschen, S.N. Nielsen & Associates LLC, for Tuckpointing at the Public Works Center in the Amount of \$47,223.34
Public Works is recommending a contract for tuckpointing services at the Public Works Center under the City of Naperville Cooperative Job Order Contract Program.
 - b. A motion waiving competitive bidding and approving a job order contract with F.H. Paschen, S.N. Nielsen & Associates LLC, for roof replacement at the WRC Sludge Building in the Amount of \$42,532.14
Public Works is recommending a contract for roof replacement services at the WRC under the City of Naperville Cooperative Job Order Contract Program.
 - c. A motion waiving competitive bidding and approving a job order contract with F.H. Paschen, S.N. Nielsen & Associates LLC, for replacement of the salt dome roof at the Public Works Center in the Amount of \$43,905.79
Public Works is recommending a contract for roof replacement services at the Public Works Center under the City of Naperville Cooperative Job Order Contract Program.

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H. ORDINANCES:

1. Ordinance No. _____, Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Increasing the Number of Class P Liquor Licenses From 2 To 3 (Parent Petroleum Retail, Inc. d/b/a The Pride Of Carol Stream, 260 Schmale Road).
The gas station at 260 Schmale has applied for a Class P liquor license to sell beer and wine.
2. Ordinance No. _____, Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Increasing the Number of Class F Liquor Licenses from 6 to 7 (T&T Entertainment LLC. d/b/a Tracy's Cafe, 465 Thornhill Drive).
Applicant has applied for a Class F liquor license to serve beer and wine at this restaurant.
3. An Ordinance Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Decreasing the Number Of Class C Liquor Licenses From 20 To 19 (NBC Liquor & Tobacco, Inc., 180-182 N. Gary Avenue) and Increasing the Number of Class C Liquor Licenses from 19 To 20 (Joe's Liquor Cabinet, 180-182 N. Gary Avenue).
The sale of Joe's Liquor Cabinet to NBC Liquor & Tobacco did not occur. Action taken on May 20 needs to be reversed.

I. RESOLUTIONS:

1. Resolution No. _____, for Maintenance of Streets and Highways By Municipality Under the Illinois Highway Code for the period January 1, 2003 through December 31, 2003.
This Resolution will address a recent IDOT audit of MFT records where it was found that an annual resolution for general maintenance expenses for 2003 had not been filed by the Village.
2. Resolution No. _____, Supporting an Application to Chicago Metropolitan Agency for Planning (CMAP) for Assistance in the Preparation of a Comprehensive Plan.
Staff recommends approval of a resolution of support, which will become part of the Village's application for assistance under the CMAP Local Technical Assistance program.

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3. Resolution No. _____, Accepting the Updated DuPage County National Hazards Mitigation Plan.
This resolution accepting the DuPage County Hazard Mitigation Plan update allows the Village, going forward to apply for FEMA Hazard Mitigation Assistance (HMA) grants that provide funding to jurisdictions for eligible mitigation activities that reduce disaster losses and protect life and property from future disaster damages.
4. Resolution No. _____, Declaring Surplus Property Owned by the Village of Carol Stream.
Request to declare three seized vehicles awarded to the Village as surplus for sale via America's Auto Auction Inc.
5. Resolution Authorizing Transfer of Real Estate to DuPage County
The resolution seeks Village Board authorization to transfer two Gary Ave. right-of-way parcels to DuPage County for the Gary Avenue Improvement project.

J. NEW BUSINESS:

1. Carol Stream Youth Cheerleading Association – Use of Town Center.
Request for approval to execute a License Agreement between the CSYCA and the Village of Carol Stream giving the CSYCA permission to use the Town Center for cheerleading practices.

K. PAYMENT OF BILLS:

1. Regular Bills: May 21, 2013 through June 3, 2013.
2. Addendum Warrants: May 21, 2013 through June 3, 2013.

L. REPORT OF OFFICERS:

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

M. EXECUTIVE SESSION:

N. ADJOURNMENT:

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LAST ORDINANCE: 2013-05-23 LAST RESOLUTION: 2659

NEXT ORDINANCE: 2013-06-24 NEXT RESOLUTION: 2660

AGENDA ITEM

B-1 6-3-13

5-20-2013 VB

REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES

Gregory J. Bielawski Municipal Center, Carol Stream, DuPage County, IL

May 20, 2013

Mayor Frank Saverino, Sr. called the Regular Meeting of the Board of Trustees to order at 8:00 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:

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

* All persons physically present at meeting unless noted otherwise

Mayor Frank Saverino, Sr. 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 May 6, 2013 Village Board Meeting. 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.

AUDIENCE PARTICIPATION & PUBLIC HEARINGS

Proclamation - National Public Works Week - May 19 - 25:

A proclamation declaring May 19 - 25 as National Public Works Week was read by Trustee Frusolone.

CONSENT AGENDA

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

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

Nays: 0

The motion was approved.

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

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

Nays: 0

The motion was approved.

1. Award of Contract for the 2013 Asphalt Rejuvenator Project & Request to Waive Bidding
2. Ordinance No. 2013-05-19, Approving a Variation to Allow for the Outdoor Storage and Display of Merchandise (Propane Tanks) in the B-3 Service District (The Pride of Carol Stream – 260 S. Schmale Road)
3. Ordinance No. 2013-05-20, Approving a Final Planned Unit Development Plan for Lot 4A in Heritage Plaza Phase III in the B-3 Service District (O'Reilly Auto Parts – SE Corner County Farm Road and Kelly Drive)
4. Ordinance No. 2013-05-21, Adopting the Revised DuPage County Countywide Stormwater and Flood Plain Ordinance (Stormwater Ordinance)
5. Ordinance No. 2013-05-22, Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Decreasing the Number of Class C Liquor Licenses from 20 to 19 (Joe's Liquor Cabinet, 180-182 N. Gary Avenue)
6. Ordinance No. 2013-05-23, Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Increasing the Number of Class C Liquor Licenses from 19 to 20 (NBC Liquor & Tobacco, Inc., 180-182 N. Gary Avenue)
7. Resolution No. 2659, Declaring Surplus Property Owned by the Village of Carol Stream
8. Raffle License Application – Heritage Lakes PTA
9. Sound Amplification Permit – Spring Trail Elementary School PTO
10. Payment of Regular & Addendum Warrant of Bills
11. Treasurer's Report: Revenue/Expenditure Statement and Balance Sheet, Month End April 30, 2013

Trustee Weiss moved and Trustee Schwarze 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 was approved

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

Award of Contract for the 2013 Asphalt Rejuvenator Project & Request to Waive Bidding:

The Village Board approved the staff recommendation to waive the formal bidding process and award the contract for the 2013 Asphalt Rejuvenator Project to American Road Maintenance in an amount not to exceed \$294,000.

Ordinance No. 2013-05-19, Approving a Variation to Allow for the Outdoor Storage and Display of Merchandise (Propane Tanks) in the B-3 Service District (The Pride of Carol Stream – 260 S. Schmale Road):

The Village Board approved a request for zoning approved and a variation to allow outdoor Storage and Display of Merchandise (Propane Tanks) in the B-3 Service District (The Pride of Carol Stream BP Amoco station – 260 S. Schmale Road).

Ordinance No. 2013-05-20, Approving a Final Planned Unit Development Plan for Lot 4A in Heritage Plaza Phase III in the B-3 Service District (O'Reilly Auto Parts – SE Corner County Farm Road and Kelly Drive):

The Village Board approved Ordinance No. 2013-05-20, approving a final Planned Unit Development Plan for Lot 4A in Heritage Plaza Phase III in the B-3 Service District (O'Reilly Auto Parts new store in the Heritage Plaza PUD – SE Corner County Farm Road and Kelly Drive).

Ordinance No. 2013-05-21, Adopting the Revised DuPage County Countywide Stormwater and Flood Plain Ordinance (Stormwater Ordinance):

This ordinance adopts revisions to the Stormwater Ordinance as required by DuPage County and to maintain the Village's status as a full waiver community. The Village Board approved Ordinance No. 2013-05-21, adopting the revised DuPage County Countywide Stormwater and Flood Plain Ordinance (Stormwater Ordinance).

Ordinance No. 2013-05-22, Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Decreasing the Number of Class C Liquor Licenses from 20 to 19 (Joe's Liquor Cabinet, 180-182 N. Gary Avenue):

This Ordinance reduces the number of Class C liquor licenses by 1 due to voluntary relinquishment of the license held by Joe's Liquor Cabinet. The Village Board approved Ordinance No. 2013-05-22, amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by decreasing the number of Class C Liquor Licenses from 20 to 19 (Joe's Liquor Cabinet, 180-182 N. Gary Avenue).

Ordinance No. 2013-05-23, Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Increasing the Number of Class C Liquor Licenses from 19 to 20 (NBC Liquor & Tobacco, Inc., 180-182 N. Gary Avenue):

The Village Board approved Ordinance No. 2013-05-23, amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by increasing the number of Class C Liquor Licenses from 19 to 20 (NBC Liquor & Tobacco, Inc., 180-182 N. Gary Avenue).

Ordinance No. 2013-05-18, Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Decreasing the Number of Class F Liquor Licenses from 6 to 5 (La Huerta Norte, Inc., 172 N. Gary Avenue):

The Village Board approved Ordinance No. 2013-05-18, amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by decreasing the number of Class F liquor licenses from 6 to 5 (La Huerta Norte, Inc., 172 N. Gary Avenue).

Resolution No. 2659, Declaring Surplus Property Owned by the Village of Carol Stream:

The Police Department has requested the Village Board declare a printer, three televisions and five bicycles surplus property so that they may be disposed of or sold at auction. The Village Board approved Resolution No. 2659, declaring surplus property owned by the Village of Carol Stream.

Raffle License Application – Heritage Lakes PTA:

The Village Board approved a request from the Heritage Lakes PTA for a raffle license and waiver of raffle license fee and manager's fidelity bond for split-the-pot raffle to be held during the 3rd Annual End of the Year Picnic at Heritage Lakes School on May 31, 2013.

Sound Amplification Permit – Spring Trail Elementary School PTO:

The Village Board approved a request for waiver of the amplification permit fee for Spring Trail Elementary School PTO End of School Family Dance Party Picnic being held on Wednesday, May 29, 2013 at Spring Trail Elementary School.

Regular Bills and Addendum Warrant of Bills:

The Village Board approved the payment of the Regular Bills dated May 20, 2013 in the amount of \$581,014.77. The Village Board approved the payment of the Addendum Warrant of Bills from May 7, 2013 – May 20, 2013 in the amount of \$502,456.04.

Treasurer's Report: Revenue/Expenditure Statement and Balance Sheet, Month End April 30, 2013:

The Village Board received the Treasurer's Report: Revenue/Expenditure Statement and Balance Sheet, Month End April 30, 2013.

Non Consent Agenda Items

DuPage County Armstrong Park Flood Control Reservoir, Pump Station and Siphon Projects – Plan Approval:

Staff is recommending approval of the plans for DuPage County's Armstrong Park Flood Control Reservoir, Pump Station and Siphon Projects in accordance with the intergovernmental agreement between the Village, DuPage County and the Carol Stream Park District. District 6 DuPage County Board member and DuPage County Stormwater Committee, Chairman Jim Zay provided an update on the status of the project. In response to Trustee Frusolone's question he stated funding has been secured for everything except the siphon force main. Earth moving for the retention facility will begin on July 1 pending approval of a dam safety permit for the reservoir from the Illinois Department of Natural Resources. In response to Trustee McCarthy's question on length of project he stated it will take about 1 full year to complete. He thanked the Village for

its letter of support to Congress for the \$5.5M FEMA grant for shovel ready projects in the region.

Trustee McCarthy moved and Trustee Gieser made the second to approve the plan for the DuPage County Armstrong Park Flood Control Reservoir, Pump Station and Siphon Projects. The results of the roll call vote were as follows:

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

Nays: 0

The motion was approved

Carol Stream Park District - 910 N. Gary Avenue:

Trustee Gieser stated he did not have a problem with the Park District sign on their property (on Gary Ave.) but would like to hear discussion on the Park District proposal to place a sign on the Village sign at the Lies Road entrance to the Town Center. He stated he would prefer individual letters versus an acrylic panel sign. Trustees McCarthy, Schwarze and Weiss concurred with this assessment. Manager Breinig stated that the Village Board has the opportunity to state their preference regarding the Park District sign to be affixed to the Village sign as the Plan Commission does not have authority to approve modifications to the Village sign. Park District Executive Director Arnie Biondo stated the proposal to place an acrylic panel sign on the Village sign was just a suggestion and was deemed to be less destructive as it would require fewer holes in the existing Village sign than individual pinned-on lettering which could require upwards of 84 holes. He suggested they meet with their architect to discuss different alternatives to present to the Village which would not damage the Village sign. It was suggested that an agreement be drafted for the placement of the Park District sign on the Village sign on Lies Rd. which specifies the type of add-on signage and include a damage waiver. Mr. Biondo stated the Park District is primarily interested in gaining approval for the sign on their property tonight and the other sign can wait.

The Village Board concurred with the Plan Commission recommendation to approve the Park District request for a sign code variation for a changeable copy sign on the new Fountain View Recreation Center property. Trustee McCarthy moved and Trustee Gieser made the second to approve a sign code variation for the new ground sign at the Fountain View Recreation Center. The results of the roll call vote were as follows:

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

Nays: 0

The motion was approved.

Report of Officers:

Trustee LaRocca stated he was happy to see the DuPage County storm water project plan approved tonight. He recognized the Village Public Works employees during National Public Works Week for the job they do for the Village.

Trustee Weiss congratulated Trustee McCarthy on his re-election to the Village Board, Trustee Gieser on his return to the Board and especially, Trustee John LaRocca for his election to the Village Board. He commented that John's father, Tony LaRocca, was the Village Manager in Addison over 30 years ago who hired him. Trustee Weiss recognized his nephew, Corporal Cameron Kasmar who is being honorably discharged tonight from the Marine Corp. after completing his 5 year tour of duty.

Trustee McCarthy acknowledged the fantastic job the Park District did on the Just Play event at the Town Center. He reminded everyone that the Thursday night concert series starts on June 6 and continues on Thursday nights throughout the summer. Food service starts at 6:30 p.m. with the band starting at 7:00 p.m. Alberto's restaurant is the food vendor on June 6th. The Youth Council is having its 8th annual music fest on June 29th from 4:00 p.m. – 10:00 p.m. There will be 8 to 10 bands. He stated 4th of July parade applications are available online at www.carolstreamparade.com. Upcoming parade fund raisers include a night of comedy at Zanies on May 23rd and dining at Flip Flops on June 10th. Please cooperate with the Village's contract employee doing property maintenance inspections. The Village is interested in keeping the community looking good.

Trustee Schwarze echoed Trustee LaRocca's praise of the Village Public Works employees and stated they care immensely about and are loyal to the Village. He enjoyed the Just Play event and acknowledged the Park District for their efforts. He welcomed O'Reilly Auto Parts to the Village and reminded residents to please shop Carol Stream.

Trustee Frusolone stated the Just Play event "rocked". She thanked the residents, volunteers, Staff, Young Men's Service League, Trustee McCarthy, Mike and Keith from Public Works, the Police Department and the Fire Protection District for their efforts supporting this event. She stated her heart goes out to the tornado victims and families in Oklahoma and Texas and reminded resident if they hear a tornado siren to take it seriously.

Trustee Gieser asked residents to please pay attention to the early warning sirens. He reminded residents to please cut their grass and keep the Village looking great. He reminded residents to get their 4th of July Parade applications and to please support the parade fund raising events.

Village Manager Breinig stated the pond and stream sweep was outstanding and acknowledged Village Engineer Jim Knudsen and his staff for organizing the event and the other volunteers who helped clear obstructions from the ponds and creeks.

Mayor Saverino implored residents to please cut their grass and control weeds on their property. For its part, the Village is spending millions of dollars on road improvements

and tree replacement to improve the appearance and aesthetics of the Village. Residents are asked to do their part to ensure the Village continues to look good.

At 8:47 p.m. Trustee McCarthy moved and Trustee Weiss made the second to adjourn the meeting. The results of the roll call vote were as follows:

<i>Ayes:</i>	<i>6</i>	<i>Trustees LaRocca, Gieser, Frusolone, Weiss, Schwarze and McCarthy</i>
<i>Nays:</i>	<i>0</i>	

FOR THE BOARD OF TRUSTEES

Frank Saverino, Sr., Mayor

Beth Melody, Village Clerk

RESOLUTION NO. 2660**Recognizing the DuPage County Farm Bureau on its 100th Anniversary**

WHEREAS, on February 27, 1913, DuPage County Farmers and the DuPage County Banker's Association met in Wheaton to discuss plans to better promote farming efficiency; and

WHEREAS, on May 12, 1913, the DuPage County Agricultural Improvement Association was organized to improve the profitability of farming within the county; and

WHEREAS, shortly thereafter the Association elected its first group of officers that included E.F. Adams, President; H.M. Bandemer, Vice-President; J.M. Stevens, Secretary; and Peter Hoy, Treasurer; and

WHEREAS, on April 4, 1921, the association changed its name to the DuPage County Farm Bureau; and

WHEREAS, during the 1920's, the DuPage County Farm Bureau, in an effort to strengthen marketing and bargaining of its agricultural policy positions established affiliations with the Will-DuPage Service Company, the DuPage County Farmer's Protective Association and the DuPage County Herd Improvement Association; and

WHEREAS, since its inception a century ago, the DuPage County Farm Bureau has been the leading 'Voice of Agriculture' representing the financial and quality of life interests of DuPage County Farmers; and

WHEREAS, in January of 1981, the DuPage County Farm Bureau moved its corporate office to Carol Stream at 245 S. Gary Ave. and since then has been a business leader as an active member of the local business community; and

WHEREAS, for the past 40 years, the Farm Bureau has been served by the visionary leadership of its General Manager and long-time Carol Stream resident Michael H. Ashby; and

WHEREAS, under Mr. Ashby's steady leadership, the organization has progressively grown its membership from 3500 to over 17,000 members today.

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

SECTION 1: That the DuPage County Farm Bureau is recognized on its 100 year anniversary serving the interests of DuPage County Farmers as well as its urban members.

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

PASSED AND APPROVED THIS 3rd DAY OF JUNE 2013.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

PROCLAMATION**Honoring CASA of DuPage County on its 20th Anniversary**

WHEREAS, all Americans share a personal responsibility for the safety, security and well-being of children in our families, neighborhoods and communities; and

WHEREAS, Court Appointed Special Advocates (CASA) of DuPage County recruits, trains and supports volunteer citizens to advocate for the best interests of abused, neglected and dependent children in DuPage County's juvenile court system; and

WHEREAS, CASA of DuPage County volunteers work tirelessly to ensure that every child is placed in a safe, permanent and nurturing home; and

WHEREAS, CASA is the only organization in DuPage County providing court ordered advocacy to 100% of the youth at no cost to taxpayers or the families involved; and

WHEREAS, CASA of DuPage County is funded solely through grants, contributions and special events; and

WHEREAS, CASA of DuPage County is recognized for training more than 800 volunteer Advocates over twenty years of dedicated service and serving as the "voice" of more than 1,450 children who have found themselves, through no fault of their own, in the juvenile court system of DuPage County; and

WHEREAS, the Carol Stream community supports the services offered by CASA of DuPage County through residents who are CASA volunteers that have committed themselves to making a difference in the lives of children they serve, including children from our very own community.

NOW, THEREFORE, BE IT PROCLAIMED, THAT MAYOR FRANK SAVERINO SR. AND THE CAROL STREAM BOARD OF TRUSTEES, DUPAGE COUNTY, ILLINOIS DO HEREBY EXTEND CONGRATULATIONS TO **CASA OF DUPAGE COUNTY** ON THEIR 20TH ANNIVERSARY AND TO ENCOURAGE CITIZENS TO RECOGNIZE AND REACH OUT TO THOSE WHO MAY BE AFFECTED BY CHILD ABUSE IN ORDER TO HELP ENSURE THAT ALL DUPAGE COUNTY CHILDREN MAY LIVE FREE OF ABUSE, ABANDONMENT AND NEGLECT.


PROCLAIMED THIS 3RD DAY OF JUNE, 2013.

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: James Knudsen, Director of Engineering Services 
DATE: May 29, 2013
RE: Project Management Services - Award of Contract

At the start of last year's budget process I had made a recommendation to restore the old Civil Engineer position to address impacts caused by previous staff reductions. Some of the identified impacts included mandatory or high priority obligations not being met. After more analysis staff determined that if project management assistance could be provided this would free up some time for the engineers to help meet those obligations. Although to a much lesser degree, it was also determined that Public Works was in need of project management services.

The restoration of the Civil Engineer could provide the much needed project management services. However, adding staff when the Village is just starting to somewhat recover from a tough recession posed a risk. Full time positions bring with it full time financial obligations: pensions, medical and dental benefits to name a few. In lieu of restoring the Civil Engineer position staff opted for a more conservative approach by budgeting for contracted project management services through a consultant. At the beginning of next year's budget process the approach will be analyzed to see if it should be continued or changed.

Staff prepared a request for proposal (RFP) including a scope of services and a list of prioritized projects with task assignments. The prioritized project list and task assignments will be utilized to schedule and assign work to the consultant. These documents along with the professional services agreement make up the contract. See attached.

On May 2st the RFP was sent to eight prospective consultants with four submitting a proposal. A proposal evaluation committee consisting of representatives from Administration, Public Works and Engineering individually reviewed each proposal rating them according to the criteria established in the RFP. The committee then met, discussed the proposals and selected Engineering Resource Associates, Inc. as the most qualified consultant. Even though this was a very small factor in the selection, they were determined to have provided the most cost effective approach based on average cost per man hour of provided services. Attached are selected sections of ERA's proposal for reference. Therefore, staff recommends that the Village Board authorize the Village Manager to execute an agreement for project management services with Engineering Resource Associates, Inc. at the agreed upon hourly rates at a cost not to exceed the \$110,000 budgeted.

Cc: William N. Cleveland, Assistant Village Engineer

Village of Carol Stream Request for Proposals for Project Management Services

I. INTRODUCTION & PURPOSE

The Village of Carol Stream desires to procure consultant engineering services for the management of various projects in the Engineering and Public Works Departments. The selected consultant will designate an individual(s) to serve as Project Manager and perform the appropriate tasks as identified in the Scope of Services.

II. OBJECTIVES

The Village has elected to employ the use of contracted engineering to perform various project management services on selected projects. The overall objective is for the Village to obtain high quality, consistent, timely and affordable project management services.

III. SCOPE OF SERVICES

The following is intended to show the different tasks that the selected consultant (Consultant) will be required to perform for each category of projects. The intent is not to eliminate any services the Consultant feels are necessary and can provide. The actual scope of services will be determined upon selection of a consultant and finalized in the contract.

Task 1: Preconstruction Services

The Consultant shall be responsible for providing the following, but not limited to services for certain identified projects prior to the start of construction:

Task 1.1 Project Planning

The Consultant shall develop a plan and project schedule for the Village's approval. The Consultant shall coordinate the project schedule with the Village and Contractor. The Project Schedule shall include activity sequences and durations, milestone dates including but not limited to the notice of bid, award of contract, completion date, etc.

Task 1.2 Preparation of Bid Documents

The Consultant shall prepare all contract bid documents in conformance with Village procedures and standards. The Consultant shall prepare an estimated cost of construction for the project.

Task 1.3 Project Bidding

The Consultant shall prepare and publish a bid notice, answer any questions involving the contract documents and conduct the bid opening. If needed, the Consultant shall prepare any bid addendums. The Consultant shall review all bids including bid extensions for conformance with applicable Village, state and federal regulations and recommend the lowest responsible bidder.

Task 2: Construction Contract Administration

The Consultant shall be responsible for performing the following, but not limited to, construction management services for certain identified projects throughout the construction phase:

Task 2.1 Preconstruction Conference

After award of the contract, the Consultant shall prepare and obtain a signed contract from the contractor along with all applicable documents including insurance certificates, performance security, etc. and issue a notice to proceed. The Consultant will schedule and conduct a pre-construction conference, if required by the Village, with the contractors, Village, applicable utility companies and other applicable agencies. The Consultant will prepare the agenda and meeting notes for the Conference.

Task 2.2 Liaison and Coordination

The Consultant shall be responsible for acting as the Village's liaison with the public, other Departments and governmental agencies, as well as coordinating work and schedules. As the Village's liaison, the Consultant is expected to act with the utmost in professionalism and integrity while providing high quality customer service.

Task 2.3 Field Inspections

The Consultant shall review and inspect the contractor's work on a daily basis to ensure that such work has been completed in a good and workmanlike manner and in compliance with the contract documents. The Consultant shall monitor any corrective actions taken by the contractor to fix work not completed in a good and workmanlike manner or not in compliance with the contract documents. The Consultant shall also review and enforce the contractor's compliance with all regulatory permits, workplace safety and survey layouts. The Consultant shall communicate the contractor's progress and compliance to the Department Head.

Task 2.4 Records Management

The Consultant shall obtain, establish process and maintain neatly organized records of all job control documents including but not limited to:

- Daily inspection diaries and reports documenting observed construction activities

- Periodic digital photographs providing documentation of construction work
- Weekly progress report
- Material receipts and submittals
- Weighmaster certificates
- Review of certified payroll
- Partial waivers of lien
- Record of working days and delays
- Field mark up of project plans, if applicable
- Bid item measurements for payments
- Requests for information and surveys
- Track, document and monitor all claims
- Monitoring of project schedule, budget, purchases and payment requests
- Conduct and prepare any project meetings

Task 2.5 Quality Control & Quality Assurance (QA/QC)

The Consultant shall be responsible for performing on behalf of the Village all applicable quality assurance requirements and witness and document quality control testing performed by the contractor. The Consultant shall review all test reports to verify completion of the work in a good and workmanlike manner and for compliance of the work with the contract documents. The Consultant shall enforce the quality assurance plan in conformance with the plans and specifications.

Task 2.6 Change Order Processing

The Consultant shall review all change order requests and assist the Department Head in validating the request and negotiate change orders. The Consultant shall also help analyze and process change orders and perform proper documentation.

Task 3: Project Close-Out

The Consultant shall be responsible for performing the following, but not limited to, certain identified projects through the project close-out phase:

Task 3.1 Punch List Preparation

The Consultant shall perform a pre-final inspection to develop a punch list of uncompleted or corrective work and provide it to the Department Head for review and approval. Upon approval the punch list, it shall be provided to the contractor with an expected completion date. Upon completion of punch list items the Consultant shall perform a final inspection of the project site(s) with the contractor and render a finding.

Task 3.2 As-Built Records

The Consultant shall measure all pay items to determine a final quantity. If required by the Village, the Consultant shall also prepare a marked-up set of plans showing the as-built location, quantity and changes.

Task 3.3 Final Documentation

The Consultant shall ensure the contractor has provided to the Village, if applicable, all required documents including but not limited to:

- As-built record drawings
- Maintenance security
- Final waivers of lien
- Warranties
- Quality control documentation

The Consultant shall provide to the Village a complete set of organized construction contract documentation including contractor documentation.

Task 4: Infrastructure Inventories

The Village maintains a roadway management system (RMS) where street pavement conditions are annually assessed utilizing the Micro Paver inventory assessment procedures. The Village also periodically assesses its utility infrastructure and facilities as well as its streams for flow obstructions. The Consultant may be called upon to perform or oversee the performance of these assessments. A Village supplied Engineering Intern and/or Engineering Aide may be available depending on other constraints.

Task 5: GPS Coordinate Acquisition

The Village has developed a GIS to aid in the management of its infrastructure. We have completed acquiring GPS coordinates of all water main structures and networked the system. We are currently in the process of doing the same for the sanitary and storm sewer systems. The Consultant may also be called upon to oversee Village provided personnel in the acquisition of GPS coordinates for these remaining sewer structures.

IV. PROJECT HIEARCHY & TASK ASSIGNMENT

The Village has prioritized projects and tasks into three categories (A, B and C) which will aid the Village and consultant in programming work. This however does not preclude the Village from performing lower prioritized projects as priorities and assignments shift. In addition the Village has identified which tasks are to be performed by the Consultant for a particular project. These too may change if mutually agreed upon by the Consultant and Village. The attached Project Responsibility, Prioritization & Task Assignment table identifies each project's responsible Department, prioritization and applicable task to be completed by the Consultant.

V. TECHNICAL PROPOSAL REQUIREMENTS

To be considered for providing project management services the Consultant shall provide a proposal containing the following technical information:

A. Corporation Qualifications

The proposal should include the firm's qualifications. The information provided should be comprehensive, but focus on the extent to which the firm has experience in managing projects of this nature. State the full name and address of the corporation; include the name, address, telephone number and email address of the person primarily responsible for developing this proposal and to whom technical questions may be addressed.

B. Individual Experience

Proposals shall include the name, address, telephone number and email address of the individual(s) being assigned to provide the requested services. Resumes and a description of the individual's relevant experience and ability to handle the applicable tasks shall be provided. A list of at least three references shall also be provided.

The employee assigned shall have sufficient experience in the state of Illinois at the level needed for each of the possible projects enabling them to proficiently perform the services previously identified including direct project management experience. Preference shall be given to consultants that properly match the experience of their assigned employee(s) to the applicable projects, redundancy for back-ups and those that can demonstrate consistency if the Village elects a multi-year contract.

The assigned employee must have excellent verbal and communication skills to effectively convey engineering concepts and ideas and be proficient in project management, administration and public relations. They shall possess considerable capability to plan, organize and direct others in carrying out these tasks while maintaining effective working relationships. They shall also be skilled in the interpretation of plans and contract documents and have extensive knowledge in construction methods, materials, procedures and applicable county, state and federal regulations.

The Village is exploring the possibility of utilizing job order contracting (JOC). Firms assigning employees with JOC experience will receive greater consideration if they can demonstrate effective application to Village projects.

C. Scope Approach

It is the Village's intent to employ approximately 1,000 man-hours of consultant project management services to perform the required tasks.

This may change depending on task assignments, project priorities and the firm selected. The Village may also continue utilization of consultant services in following fiscal years.

The proposal shall contain a description of the firms understanding of the scope, how it proposes to provide redundancy and continuity from one year to the next if the Village elects to extend the contract.

VI. FEE PROPOSAL REQUIREMENTS

In the proposal the Consultant shall submit an hourly rate for each assigned employee to perform the required tasks as outlined in the Scope of Services. The Consultant's hourly rate for each employee shall include all direct labor costs and other direct costs incurred to complete the work. The different costs are defined as follows:

"Direct Labor Costs": Shall be the actual amount paid to employees and partners for time chargeable, during a normal eight (8) hour work day, with respect to a task.

"Other Direct Costs": Shall be customary, usual and identifiable, out-of-pocket expenses incurred by the Consultant with respect to a task.

"Indirect Costs": Shall be a factor intended to cover indirect salary and overhead costs and shall be calculated by multiplying Direct Labor Costs by that factor.

The Consultant shall also provide the multiplier and details of how the estimated 1,000 total man hours of service are apportioned to each employee along with a total estimated cost. The Consultant can assume the Village will provide the necessary inspection equipment, office with desk and file cabinets, computer terminal, diaries, cell phone, digital camera and applicable office supplies as well as one vehicle. The consultant shall provide all other equipment including transportation to the Village and personal protective equipment suitable for the location and nature of work involved.

The Consultant's proposal shall include a statement declaring its ability to meet the terms and conditions outlined in the enclosed Consultant Contract Agreement. Any terms or conditions that cannot be met or are an issue to the consultant must be clearly identified stating the reasons for the firm not being able to comply.

VII. EVALUATION & SELECTION OF PROPOSALS

Proposals shall not be opened publicly. All proposals will be time and date stamped upon receipt and held in a secure place until the established due date. After the due date established for receipt of proposals the Village shall prepare a register of all proposals received which shall include the name of each proper. The register shall only be made public after the opening of all proposals. Proposals shall only be shown to Village staff having a legitimate interest in them.

A proposal evaluation committee (PEC) shall be established by the Village to review and evaluate all proposals submitted prior to the established due date in response to this request for proposals (RFPs). All proposals submitted will be reviewed, evaluated and rated according to the requirements and criteria provided in this RFP.

The PEC will first review each proposal for compliance with the minimum mandatory requirements of the RFP. Failure to comply with any of the mandatory requirements may disqualify a proposer. The Village reserves the right to waive any or all irregularities associated with a proposal.

Proposals will then be evaluated and rated separately by each PEC member based on the criteria stated in the RFP, including but not limited to the following:

- A. (20 points) Corporation Qualifications
- B. (50 points) Individual(s) Experience
- C. (20 points) Scope Approach
- D. (10 points) Fee Proposal

After each PEC member has completed their evaluation and rating the PEC shall then meet to discuss and rank all the proposals based on their ratings. At the discretion of the Village, the PEC may conduct interviews prior to the ranking as part of the evaluation process. The Village reserves the right to conduct interviews with only the most qualified.

After the Village has ranked the proposals they will then meet with the highest ranked firm to discuss the compensation and contract. The Village reserves the right to negotiate specifications, terms, conditions and compensation which may be appropriate or necessary to the fulfillment of the RFP. The Village may require the RFP and the firm's proposal to be incorporated in full or part into the Contract Documents. This implies that this RFP and all responses, proposals, supplemental information and other submissions provided by the firm may be held by the Village as contractually binding on the Consultant.

The contract agreement for the professional services will be awarded to the proposer whose proposal best meets the needs of the Village. Once the contract has been awarded the Village will execute the contract by task with the consultant and issue a notice to proceed. Additional tasks maybe negotiated with the Consultant.

VIII. RFP TRMS & CONDITIONS

The Village will not pay for any costs incurred by the proposer in preparing or submitting a proposal or responding to requests by the Village. The Village reserves the right to modify or cancel in part or in its entirety, this RFP. The Village also reserves the right to reject any proposal, to waive any defects or informalities, to accept an alternate proposal and to offer to contract with any proposer in response to any RFP. This RFP does not constitute any form of offer to contract.

This RFP is issued pursuant to applicable provisions of the Village of Carol Stream Purchasing Procedure Manual.

The duration of these services is for an initial (approximately) one (1) year period commencing from the date of contract signing but ending on April 30, 2014 with an option to extend the contract for an additional one (1) year period to April 30, 2015 at the same terms and conditions including the hourly rates.

The Village may, when in the interest of the Village, terminate the contract in whole or in part, for the convenience of the Village. The Village shall give fourteen (14) calendar days written notice of contract termination to the Consultant specifying what parts(s) of the contract are being terminated and when it becomes effective.

Failure by the Consultant to adequately perform any provisions of the contract to the satisfaction of the Village or to comply with any terms or conditions, shall be cause for termination of the contract. The Village will give written notice of unsatisfactory performance and the Consultant will be given the opportunity to take corrective action within fourteen (14) calendar days to accomplish satisfactory control. If at the end of the fourteen (14) calendar days the Village deems the Consultant has not fully and adequately addressed the unsatisfactory performance the Village may terminate the contract, in whole or in part. The Consultant shall continue performance of the contract to the extent it hasn't been terminated and shall be liable for all reasonable costs incurred by the Village to procure similar services. The exercising of its rights of termination shall not limit the Village's right to seek any other remedies allowed by law.

The Consultant shall not assign any part of his contract or any rights or responsibilities without the written consent of the Village. If the Village approves sub-consulting the Consultant shall provide to the Village written documentation relative to the sub-consultant employed in this contract.

Since the Consultant's services are being provided on an as-needed basis, the amount of services may be less than anticipated. The Village makes no guarantee as to the minimum amount of services that will be required under the contract and no adjustment in the fee will be made if the actual amount of services is less than what is anticipated in this RFP. The Village reserves its right to add or delete any task or item from this RFP at its sole discretion.

Requests for payments will be made to the Village after receipt and acceptance of all required documentation and proper invoices and normal processing time. Except in accordance with law, the Village does not pay service charges or interest on late payments.

A certificate of insurance or a statement indicating that the following required levels of insurance and conditions to be provided with this contract shall be submitted as part of this proposal:

- A. Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI.
- B. This rating requirement shall be waived for Worker's Compensation coverage only.
- C. Consultant's Insurance: The Consultant shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Illinois State agency, shall be filed with the state of Illinois for approval. The Consultant shall not allow any subconsultant to commence work on his subcontract until all similar insurance required for the subconsultant has been obtained and approved. If so requested, the Consultant shall also submit copies of insurance policies for inspection and approval of the state of Illinois before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the state of Illinois and consented to by the state of Illinois in writing and the policies shall so provide.
- D. Compensation Insurance: Before any work is commenced, the Consultant shall maintain during the life of the contract, Workers' Compensation Insurance for all of the Consultant's employees employed at the site of the project. In case any work is sublet, the Consultant shall require the subconsultant similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the

Consultant. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Consultant shall provide for any such employees, and shall further provide or cause any and all subconsultants to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

- E. Commercial General Liability Insurance: The Consultant shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the Village, and any subconsultant during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a subconsultant, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the state. Such insurance shall name the state as additional insured for claims arising from or as the result of the operations of the Consultant or his subconsultants. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000 and aggregate limit of \$2,000,000.
- F. Insurance Covering Special Hazards: Special hazards as determined by the state shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Consultant, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.
- G. Licensed and Non-Licensed Motor Vehicles: The Consultant shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence and not less than aggregate limit of \$2,000,000 for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.
- H. Subconsultant's Insurance: The Consultant shall require that any and all subconsultants, which are not protected under the Consultant's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Consultant.

The proposer shall provide a statement in their proposal that nothing contained in their submitted proposal will be proprietary. All proposals shall become the property of the Village.

IX. RFP SUBMITTAL & INQUIRIES

Qualified firms are to submit six (6) copies of their completed proposal along with any supporting documentation by 5:00 PM Central Standard Time, May 13, 2013. Proposals received after that time and date will be returned unopened. All proposals shall be submitted to:

Jim Knudsen
Director of Engineering Services
Village of Carol Stream
500 N. Gary Avenue
Carol Stream, IL 60188

All questions regarding the RFP or process should be directed to:

Jim Knudsen
Director of Engineering Services
Village of Carol Stream
500 N. Gary Avenue
Carol Stream, IL 60188
(630) 871-6220
jknudsen@carolstream.org

Project Responsibility, Prioritization & Task Assignment

Project Name	Responsible Department	Priority Category	Applicable Project Task														
			1.1	1.2	1.3	2.1	2.2	2.3	2.4	2.5	2.6	3.1	3.2	3.3	4	5	
Fiberized Crackfill	Engineering	A			✓	✓			✓	✓	✓	✓	✓	✓	✓	✓	✓
Preservative Sealer	Engineering	A			✓	✓			✓	✓	✓	✓	✓	✓	✓	✓	✓
Restorative Sealer	Engineering	A			✓	✓			✓	✓	✓	✓	✓	✓	✓	✓	✓
Pavement Patching	Public Works	A	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Pavement Marking	Public Works	A	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Pond Shoreline Maintenance	Engineering	A			✓	✓			✓	✓	✓	✓	✓	✓	✓	✓	✓
Stream Flow Obstruction Removal	Engineering	A			✓	✓			✓	✓	✓	✓	✓	✓	✓	✓	✓
Streetlight Replacement	Public Works	C			✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Fullerton Storage Facility	Engineering	A			✓	✓			✓	✓	✓	✓	✓	✓	✓	✓	✓
WRC	Public Works	A	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Aztec Drive Sanitary Sewer Replacement	Engineering	C			✓	✓			✓	✓	✓	✓	✓	✓	✓	✓	✓
Bridge & Culvert Sediment Removal	Public Works	C	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Pavement Inventories	Engineering	B															✓
Utility Inventories	Engineering	C															✓
GPS Coordinate Acquisition	Engineering	B															✓

Project Task	Task Description
Preconstruction Services	
1.1	Project Planning
1.2	Preparation of Bid Documents
1.3	Project Bidding
Construction Contract Administration	
2.1	Preconstruction Conference
2.2	Liasion & Coordination
2.3	Field Inspections
2.4	Records Management
2.5	Quality Control & Quality Assurance
2.6	Change Orders Processing
Project Close-Out	
3.1	Punch List Preparation
3.2	As-Built Records
3.3	Final Documentation
Inventories	
4	Infrastructure Inventories
GPS	
5	GPS Coordinate Acquisition

PROFESSIONAL SERVICES AGREEMENT

Project Management Services for the Village of Carol Stream

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

WITNESS THAT:

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

WHEREAS, the Village requested a proposal (hereinafter referred to as the Request for Proposal or RFP), attached hereto as Attachment #1, from the Consultant to perform the following professional services including but not limited to: preconstruction services, construction contract administration, contract management, project close-out, infrastructure inventories and global positioning system (GPS) coordinate acquisition; and

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

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

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

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

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

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

A. SERVICES TO BE PROVIDED BY THE PARTIES

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

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

TIME OF PERFORMANCE

The duration of these services is for an initial (approximately) one (1) year period commencing from the date of Agreement signing but ending on April 30, 2014 with an option to extend the Agreement for an additional one (1) year period to April 30, 2015 at the same terms and conditions. In addition, should any individual project extend beyond the termination date of this Agreement, the Village reserves the right to extend this Agreement solely as to that specific project. The Consultant will not initiate any work until the Consultant receives written authorization from the Village to proceed.

B. ACCESS TO INFORMATION

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

C. COMPENSATION

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

D. RECORDS

The Consultant agrees to maintain records on a project by project basis and shall maintain a system of accounting consistent with generally accepted accounting principles and follow such procedures as may be required by the

Village. Such records shall include all information pertaining to the Agreement, payroll, receipted invoices, obligations and unobligated balances, assets and liabilities, expenses and outlays, equal opportunity, labor standards (as appropriate), and performance.

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

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

E. RELATIONSHIP

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

F. TERMINATION

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

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

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

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

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

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

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

G. ERRORS & OMISSIONS

Consultant shall correct, at no cost to the Village, any and all errors, omissions, or ambiguities in the work product and services provided or submitted to the Village. If the Consultant has prepared plans and specifications or other design documents to be used in construction of a project or provided services, Consultant shall be obligated to correct any and all errors, omissions or ambiguities in the work product or services discovered prior to and during the course of construction of the project. This obligation shall survive termination of this Agreement.

H. CHANGES, AMENDMENTS, MODIFICATIONS

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

I. PERSONNEL

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

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

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

J. ASSIGNABILITY

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

K. SEVERABILITY

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

L. REPORTS AND INFORMATION

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

M. REPORTS AND INFORMATION

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

N. FINDINGS CONFIDENTIAL

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

O. COPYRIGHT

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

P. COMPLIANCE WITH LAWS

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

Q. EQUAL EMPLOYMENT OPPORTUNITY

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

1. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, handicap or familial status. The Consultant will take affirmative steps to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, national origin, handicap or familial status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or

termination; rates of pay or other forms or compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Village setting forth the provisions of this non-discrimination clause.

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

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

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

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

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

- T. AUTHORIZED TO DO BUSINESS IN ILLINOIS**
The Consultant certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal, 30 ILCS 500/1.15.8, 20-43.
- U. CERTIFICATION TO ENTER INTO PUBLIC CONTRACTS – 720 ILCS 5/33E-1**
The Consultant certifies that he/she/it is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code or violating the prohibition set forth in Section 50-10.5(e) of the Illinois Procurement Code, 30 ILCS 500/50-10.5e or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.
- V. PAYMENTS TO ILLINOIS DEPARTMENT OF REVENUE – 65 ILCS 5/11-42.1**
Consultant certifies that it is not delinquent in payment of any taxes to Illinois Department of Revenue.
- W. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS**
Consultant certifies that it has in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and will provide a copy thereof to the Village.
- X. DEBARMENT**
The Consultant certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any federal department or agency.
- Y. INTEREST OF MEMBERS OF THE VILLAGE**
The Consultant certifies that no member of the governing body of the Village and no other officer, employee, or agent of the Village who exercises any functions or responsibilities in connection with the planning or carrying out of the project, has any personal financial interest, direct or indirect, in this Agreement; and the Consultant shall take appropriate steps to assure compliance.
- Z. INTEREST OF CONSULTANT AND EMPLOYEES**
The Consultant covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the various project areas or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.
- AA. AUDITS AND INSPECTIONS**
The Village or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and

undertaken as part of the various projects and this Agreement, by whatever legal and reasonable means are deemed expedient by the Village.

BB. HOLD HARMLESS

To the fullest extent permitted by law, the Consultant shall defend, indemnify and hold harmless the Village, and its officers, agents and employees from and against any and all claims, losses, damages, and expenses of whatever type or nature, including but not limited to attorney's fees, arising out of or resulting from the Consultant's performance of work or the failure to perform an obligation under this Agreement, to the extent caused in whole or in part by the negligent, intentional, or reckless acts or the omissions of the Consultant, any subconsultant, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether such claims, damages losses or expenses are caused in part by the Village. ; The Consultant, however, shall not be liable for any claims, damages, losses or expenses arising solely out of the negligent, intentional or reckless acts of the Village, its employees or agents.

CC. INSURANCE

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

further provide or cause any and all subconsultants to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

5. Commercial General Liability Insurance: The Consultant shall maintain during the life of the Agreement such Commercial General Liability Insurance which shall protect him, the Village, and any subconsultant during the performance of work covered by the Agreement from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Agreement, whether such operations be by himself or by a subconsultant, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the state. Such insurance shall name the state as additional insured for claims arising from or as the result of the operations of the Consultant or his subconsultants. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000 and aggregate limit of \$2,000,000.
6. Insurance Covering Special Hazards: Special hazards as determined by the state shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Consultant, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.
7. Licensed and Non-Licensed Motor Vehicles: The Consultant shall maintain during the life of the Agreement, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence and not less than aggregate limit of \$2,000,000 for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the Agreement on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.
8. Subconsultant's Insurance: The Consultant shall require that any and all subconsultants, which are not protected under the Consultant's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Consultant.
9. The Village, its officers, agents and employees shall be named as Additional Insureds on all insurance required to be acquired and maintained hereunder. All insurance of any tier shall state that the coverage afforded to the Additional Insureds shall be primary insurance of the Additional Insureds with respect to any claims arising out of any project for which the Consultant provides services.

DD. COMPLETE AGREEMENT

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

EE. NOTICES AND COMMUNICATIONS

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

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

If to Consultant:

FF. ENTIRE AGREEMENT & ORDER OF PRECEDENCE

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

GG. INTERPRETATION, ENFORCEMENT & DISPUTES

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

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

ATTACHMENT #1, Request for Proposal (RFP)

ATTACHMENT #2, Consultant's Proposal

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

VILLAGE

By: _____

Title: _____

Date: _____

CONSULTANT

By: _____

Title: _____

Date: _____



ENGINEERING RESOURCE ASSOCIATES, INC.
Consulting Engineers, Scientists & Surveyors



May 13, 2013

Mr. James T. Knudsen
Director of Engineering Services
Village of Carol Stream
500 N. Gary Avenue
Carol Stream, Illinois 60188

**SUBJECT: Proposal for Engineering Services| Project Management Services
Village of Carol Stream**

Dear Jim:

Engineering Resource Associates, Inc. (ERA) is pleased to submit this proposal for engineering services for the Project Management Services assignment. The proposal has been prepared in accordance with the request for proposals, our recent discussions, and our experience on similar assignments.

ERA is a multi-disciplinary consulting firm providing civil engineering, structural engineering, environmental science, and surveying services to public sector clients. Recent similar assignments have been completed for municipalities and county agencies throughout Illinois including the City of Naperville, DuPage County, the Village of Downers Grove, the Village of Glen Ellyn, the Village of Burr Ridge, the Village of Glenco, the City of Elmhurst, and the City of Lake Forest.

Our project team includes selected individuals with strong knowledge of design and construction issues and experience working with the Village of Carol Stream. **Our Project Manager, Marty Michalisko, PE, CFM**, has over 15 years of experience working on roadway, infrastructure, and storm water improvement projects throughout Northeast Illinois. He served as an intern with the Village of Carol Stream while earning his engineering degree. Our **Project Engineer, Brian Dusak, PE, CFM** has 11 years of similar experience including working with **Job Order Contractors (JOC's)** for the City of Naperville. He will perform primary daily services on this assignment. Our **Staff Engineer, Mike Maslowski, EI, CFM** will provide field observation and inspection services under Marty's and Brian's direction. **Mike also served as an intern with the Village of Carol Stream while earning his engineering degree. Both Brian and Mike are fully certified by IDOT in relevant construction categories and both are proficient with IDOT's ICORS computerized documentation system.**

ERA offers several advantages to the Village of Carol Stream on this assignment including the following:

1. **JOC and Project Experience** – We have served as special consultant to the City of Naperville for all work along the Naperville Riverwalk since 2006. Our contract was recently renewed for another five years. Our role has included project management services for several improvements including re-roofing buildings, major reconstruction of riverwalk segments, structural upgrades, lighting improvements, extension studies, and complete signage replacement. The City of Naperville uses the JOC process to perform specialized work, smaller assignments, and some larger projects. We are fully aware of the JOC process and our **Project Engineer, Brian Dusak, PE, CFM** and our **Project Director, Rod Beadle, PE, CFM** have worked with the JOC contractor and City of Naperville staff to complete several assignments.

Warrenville
3s701 West Avenue, Suite 150
Warrenville, IL 60555
T 630.393.3060
F 630.393.2152

Chicago
10 South Riverside Plaza, Suite 1800
Chicago, IL 60606
T 312.683.0110
F 312.474.6099

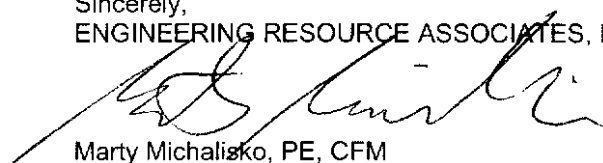
Champaign
3002 Crossing Court
Champaign, IL 61822
T 217.351.6268
F 217.355.1902

2. **Municipal Transportation and Infrastructure Experience** - For more than 23 years, ERA has provided design and construction services for roadway reconstruction and infrastructure improvement projects for municipal clients throughout Northeast Illinois. Our projects have included design and construction phase services for roadway, bridge, storm sewer, and infrastructure projects in residential, commercial and industrial districts. We are recognized experts in the analysis and design of cost effective and innovative stormwater management improvements and green/water quality enhancements as well as permitting requirements for these aspects.
3. **Staff Experience and Continuity** - ERA has historically had a very low staff turnover rate. This helps to ensure consistency and continuity of services. The following is a summary of key staff experience and tenure at ERA for this assignment.
 - a. Project Manager: Marty Michalisko, PE, CFM – **16 years/15 at ERA**
 - b. Project Director: Rod Beadle, PE, CFM - **29 years/23 at ERA**
 - c. Project Engineer: Brian Dusak, PE, CFM – **11 years/11 at ERA**
 - d. Staff Engineer: Mike Maslowski, EI, CFM – **4 years/3 at ERA**
4. **Value** – In recognition of the need to provide superior value and because we want to continue to establish a long term relationship with the village, we have significantly discounted our normal billing multiplier rate for this assignment to **2.50** times direct hourly payroll rates. In addition, we are proposing to use a Project Engineer (Brian Dusak) and a Staff Engineer (Mike Maslowski) to work together to meet the goals of this assignment. Brian will follow the project on a daily basis and provide services on assignments that require more experience and a professional engineer's certification. Mike will provide construction observation, documentation, and inspection services and will work on most common assignments under Brian's direction. This approach will allow us to provide comprehensive services and superior value.

We have reviewed the Village of Carol Stream's Consultant Contract Agreement and we are fully able to conform to the terms and conditions described therein. We also hereby state that nothing contained in this proposal is considered proprietary and that the proposal will become the property of the Village of Carol Stream.

We appreciate the opportunity to submit this proposal and we trust that it meets with your approval. We look forward to working with you and your staff on this important assignment. Please contact us if you have any questions or comments.

Sincerely,
ENGINEERING RESOURCE ASSOCIATES, INC.



Marty Michalisko, PE, CFM
Project Manager



Brian Dusak, PE, CFM
Project Engineer





Project Understanding and Approach

Project Understanding

The Village of Carol Stream desires to retain the services of a consulting engineering firm to provide project management services. Although the majority of the work will entail construction phase services, the firm will also assist with project planning, plan preparation, bidding assistance, infrastructure inventories, and GPS coordinate acquisition. The work is estimated to include approximately 1,000 hours of direct service over a one year period, with an option for the village to extend the period for up to one additional year. The primary objectives of this assignment will be to provide the village with high quality, consistent, timely, and affordable project management services. Since the village is considering using a **job order contractor (JOC)** approach to completing a portion of their construction work, it is highly desirable that the firm should have **JOC** experience. It is envisioned that the firm should also have experienced individuals with IDOT construction phase certifications and experience with **IDOT's ICORS** computerized documentation, quantity measurement, material testing, and pay request processing system.

ERA has served in a similar role for several clients and on numerous projects including working through the **JOC** process and using **IDOT's ICORS** system. In order to provide superior value, responsiveness, and quality of service, we are proposing to assign three primary individuals to meet the Village's primary objectives. **Marty Michalisko, PE, CFM** will serve as **Project Manager**. He will oversee all work progress and will be the village's primary contact. **Brian Dusak, PE, CFM** will serve as the **Project Engineer**. He will perform all work requiring a professional engineer and will direct the activities of other personnel. **Mike Maslowski, EI, CFM** will serve as the **Staff Engineer**. He will perform all other field and office work as directed by Brian and Marty. We have the depth of staff to provide other personnel to meet the village's requirements as needs arise.

It is anticipated that ERA will provide services on the following prioritized listing of projects.

Project Name & Category	Department
Priority Category A	
Fiberized Crackfill	Engineering
Preservative Sealer	Engineering
Restorative Sealer	Engineering
Pond Shoreline Maintenance	Engineering
Stream Flow Obstruction Removal	Engineering
Fullerton Storage Facility	Engineering
Pavement Patching	Public Works
Pavement Marking	Public Works
WRC	Public Works



ENGINEERING RESOURCE ASSOCIATES, INC.



Project Understanding and Approach

Priority Category B

Pavement Inventories	Engineering
GPS Coordinate Acquisition	Engineering

Priority Category C

Aztec Drive Sanitary Sewer Replacement	Engineering
Utility Inventories	Engineering
Streetlight Replacement	Public Works
Bridge & Culvert Sediment Removal	Public Works

Project Approach

It is anticipated that the scope and nature of our work will evolve as the assignment is implemented. Our willingness to remain flexible and the depth of our staff and resources available to reinforce and support our primary project team will enable us to continually adjust our services to meet the Village of Carol Stream's needs efficiently and economically.

We will take an approach very similar to how we have worked on the Naperville Riverwalk Consultant project since 2006. In that case, our Project Manager, Rod Beadle, PE, CFM and our Project Engineer, Brian Dusak, PE, CFM have provided consistent service while other firm members have provided services, under their direction, on specialized assignments. Rod and Brian have remained the face of the firm as primary contacts for the city throughout our assignment. We have maintained open and consistent communications with the City of Naperville and we have adjusted the level of service according to the needs of individual projects and assignments.

We will take a similar approach for the Village of Carol Stream on this assignment. As Project Manager, Marty Michalisko, PE, CFM will work with village staff to evaluate and anticipate upcoming needs and match resources to meet them. As Project Engineer, Brian Dusak, PE, CFM will work with Marty to determine his level of involvement and the level of involvement for our Staff Engineer, Mike Maslowski.

If the Village of Carol Stream decides to implement a **JOC** program, we will work with staff to select a **JOC** contractor, evaluate which projects to use them on, evaluate tasks and pricing requirements, and observe progress. Based on our past experience, we have found that it is critical to perform a thorough evaluation of the **JOC's** proposed scope and approach on each project to ensure that it is appropriate and cost effective.

The request for proposals includes a comprehensive scope of services anticipated for this assignment. The following is a summary of our staffing and approach to providing services that we anticipate for each primary task.



ENGINEERING RESOURCE ASSOCIATES, INC.



Project Understanding and Approach

1. **Preconstruction Services** – This task includes services provided before the start of construction including project planning, preparation of bid documents, and bidding assistance.
 - a. Marty Michalisko will review project scope and assist with planning and scheduling our participation on each assignment.
 - b. Brian Dusak will attend planning meetings, oversee preparation of construction documents, attend pre-bid meetings, prepare addenda, attend bid openings and issue recommendations for award.
 - c. Mike Maslowski will assist Brian by tabulating bids, checking references, and attending meetings as necessary.
 - d. Other staff will be available to provide services on specialized assignments such as projects involving environmental elements, surveying, and structural projects.
2. **Construction Contract Administration** – This is the primary task in which ERA will provide comprehensive project management services throughout the construction phase. This primary task includes preconstruction conferences, liaison and coordination, field observation and documentation, record management, QA/QC, and change order processing.
 - a. Marty Michalisko will continue to oversee all work and to ensure that adequate resources are allocated and anticipated to meet upcoming needs. He will also provide primary QA/QC of our work including review of all correspondence and communications, documentation checks, and review of all pay requests and change orders.
 - b. Brian Dusak will be responsible for all field observations, attendance at meetings, quantity measurements, pay request and change order reviews and overall project documentation. In order to maintain consistency, we use IDOT procedures and requirements for all projects, regardless of funding sources. This includes use of the ICORS system even when IDOT is not involved in the project. Brian will work closely with Marty and village staff to evaluate the need for his direct involvement and the level of involvement of Mike Maslowski and others depending on the nature and scope of each assignment.
 - c. Mike Maslowski will supplement Brian's work by providing field observation, quantity measurement, documentation, and coordination services.
 - d. Other staff will also be available to provide construction phase services on specialized assignments such as projects involving environmental elements,





Project Understanding and Approach

- surveying, and structural projects. This will include surveying services to provide construction layout when required.
3. **Project Closeout** – This task includes services to ensure that projects are completed in a timely manner and that all contract requirements are adequately met. This includes coordination with contractors, village departments, and others to prepare punch lists, as-built record drawings, and final project documentation.
 - a. Marty Michalisko will work closely with village staff and Brian Dusak to ensure that this work is performed in a timely manner and that all affected parties are consulted and that all documentation requirements are met.
 - b. Brian Dusak will be primarily responsible to review all documentation and to coordinate with the contractor and others to complete project closeout tasks. He will issue a recommendation for final payment processing once all punch list items, as-builts, securities, warranties, final waivers, material certifications and quality control documents are adequately completed.
 - c. Mike Maslowski will provide support to Brian by performing inspections, reviewing documentation, and coordinating with contractors to get their work completed.
 - d. Again, other staff and resources will be made available, as necessary, to support Marty, Brian, and Mike in getting projects closed out. This will include surveying services to aid in the preparation of as-built record drawings.
 4. **Infrastructure Inventories** – Having interned with the Village of Carol Stream, Marty and Mike are both familiar with the village's approach to completing street condition analyses and inventories to maintain the roadway management system utilizing the Micro Paver program. Brian and Mike will supplement work performed by available village Engineering Interns and Engineering Aides to keep up with this work and to aid in the inventory and condition analysis of other infrastructure facilities. If the need arises, we have additional engineering and GIS staff availability to aid in data input and operation of asset management software.
 5. **GPS Coordinate Acquisition** – ERA is fully equipped with hand-held and survey grade GPS units to assist in acquiring coordinates of water main, sanitary sewer, and storm sewer facilities to aid in management of the village's GIS system. Marty and Brian will coordinate with village staff to determine when and where information is required. Mike and other trained GIS and engineering technicians will be available to perform the field work.
 6. **Other Services** – As discussed in the introduction to this section, it is anticipated that the exact scope of our services will evolve as the project progresses and as individual





Project Understanding and Approach

project needs arise. ERA has the staff and resources available to provide additional services as needs arise which may include work in the following areas.

- a. Grant identification and assistance in preparation of applications and acquisition of funding from various sources
- b. Structural Inspections and rehabilitation analysis and design
- c. Stormwater, floodplain, and wetland permit application reviews
- d. Specialized stormwater and environmental project liaison and coordination with other agencies working within the village such as IDOT, DuPage County DOT and DuPage County Stormwater Division
- e. Environmental design and permitting for best management practices, erosion control, streambank stabilization and other green improvement projects
- f. Assistance with preparation of exhibits and presentations for public meetings



ENGINEERING RESOURCE ASSOCIATES, INC.



Fee Schedule

Fees for engineering services described in this proposal are proposed on an hourly billing rate using a multiplier rate of **2.50** times direct hourly payroll rates. This singular multiplier rate includes direct labor costs, other labor costs, indirect costs and profit. Direct costs will be billed at their actual rate incurred with no markup. In accordance with the request for proposals, we have allocated 1,000 total hours for this assignment. Based upon the scope of anticipated work described in this proposal, we have developed the following schedule of hours and fees.

Name	Title	Billing Rate(2.50 Times Payroll Rate)	Anticipated Hours	Fee
Marty Michalisko, PE, CFM	Project Manager	\$111.25	50	\$5,562.50
Brian Dusak, PE, CFM	Project Engineer	\$98.75	500	\$49,375.00
Mike Maslowski, EI, CFM	Staff Engineer	\$60.00	450	\$27,000.00
Direct Costs				\$1,500.00
Total, Not-To-Exceed Fee			1,000	\$83,437.50

A current average hourly rate schedule is provided on the following page.



ENGINEERING RESOURCE ASSOCIATES, INC.



Fee Schedule

Consultant's Schedule of Hourly Billing Rates

ERA will bill for the Village of Carol Stream for all tasks, assignments, and work performed at the rate of 2.50 times direct hourly payroll rates. The following is a schedule of current average hourly payroll rates for current staff positions.

Staff Position	Average Hourly Payroll Rate	2.50 Billing Rate
Project Director	\$70.00	\$175.00
Principal Structural Engineer	\$70.00	\$175.00
Project Manager	\$44.50	\$111.25
Structural Engineer	\$44.00	\$110.00
Project Engineer	\$39.50	\$98.75
Staff Engineer	\$24.00	\$60.00
Land Surveyor	\$33.50	\$83.75
Surveyor	\$23.00	\$57.50
Resident Inspector	\$35.50	\$88.75
Environmental Scientist	\$29.00	\$72.50
Clerical	\$23.00	\$57.50

Direct costs including the sub-consultants fees will be charged at the rate incurred **with no (0%) markup.**



ENGINEERING RESOURCE ASSOCIATES, INC.

AGENDA ITEM

G-2 6-3-13

CAROL STREAM PUBLIC LIBRARY

616 Hiawatha Drive • Carol Stream, IL 60188
(630)-653-0755 • FAX (630) 653-6809
www.cslibrary.org

May 15, 2013

To: The Honorable Mayor Frank Saverino and
Members of the Board of Trustees of the
Village of Carol Stream

Cc: Joseph E. Breinig, Village Manager

Re: Board of Library Trustees of the Village of Carol Stream
Annual Report 2012-2013

Pursuant to the Local Library Act (75 ILCS 5/4-10), the Board of Library Trustees of the Village of Carol Stream submits the following Annual Report for the Fiscal Year ending April 30, 2013 on the condition of its trust.

- Part I – Itemized Statement of the various funds received from the library fund and from other sources (subject to annual audit)-**Exhibit 1**
- Part II – Itemized statement of the objects and purposes for which those sums of money have been expended (subject to annual audit)-**Exhibit 2**
- Part III – a statement of the number of books and periodicals available for use, and the number and character thereof circulated
- Part IV – A statement of the real and personal property acquired by legacy, purchase, gift or otherwise
- Part V – A statement of the character of any extensions of library service which have been undertaken
- Part VI – A statement of the financial requirements of the library for the ensuing fiscal year for inclusion in the appropriation of the corporate authority, and of the amount of money which, in the judgement of the board of library trustees, it will be necessary to levy for library purposes in the next annual tax levy ordinance
- Part VII – A statement as to the amount of accumulations and the reasons thereof (subject to annual audit)
- Part VIII -- A statement as to any outstanding liabilities including those for bonds still outstanding or amounts due for judgements, settlements, liability insurance, or for amounts due under a certificate of the board
- Part IX – Any other statistics, information and suggestions that may be of interest

Part III

Total number of books (including audiobooks and EBooks) is 181,079. Number of periodicals is 5,709 issues. The Library circulated 485,605 items during FY 12/13.

Part IV

The Library did not acquire any property over the past year.

Part V

- The Youth Services Department offered 311 programs with 11,885 attendees. The Adult Services Department offered 133 programs with 1,835 attendees.
- The Library's Website www.cslibrary.org offered patrons the opportunity to download audiobooks and eBooks, access online subscription databases, and view the collection of historical photos held by the Library, as well as registering for programs and meeting room use.
- Outreach services continued to young adults, senior citizens, schools, the business community, Carol Stream Outreach Community Center, and Headstart visits. The Library participated in the Christmas Sharing Program, Holiday Lights Recycling, Food for Fines collection, National Night Out, Earth Day event, JustPlay! and other social service projects in the Community.
- Late night studying during Finals week was offered to high school students with the option of staying at the Library until 11:00 P.M. for three evenings, twice a year, during Finals week. The program is very popular with high school students and enjoys high participation.
- The Library now has a mobile website for patrons to access the Library with their smartphones.
- The Library's newsletter, *Between the Lines*, was delivered every month to homes in Carol Stream and to apartment complexes.
- Capital Projects: The Library Board approved the purchase of 59 new computers for the public and staff to be installed in the spring of FY 2014. The Library Board approved the purchase of computer tables and chairs for the Youth Services department to be installed FY 2014.
- The Library has study rooms available for individuals and groups to reserve.
- The Library provides access to a scanner, FAX, printer, copier, wireless/remote printing and Wi-Fi.
- The Library provides a texting message notification service through Shoutbomb.
- Teen Advisory Board (TAB) meets and plans exciting programs for teens in the community. Ex.-Zombie Night and Blind Date with a Book.
- An English Conversation program for ESL patrons now meets every Tuesday morning at the Library for practice in conversation English. This program is offered in partnership with Literacy DuPage.
- Carol Stream Library card holders have the opportunity to check out a Museum Adventure Pass for free or reduced admission to local area museums on a first come/first serve basis.

Part VI

In order to provide Library services and programs and to achieve its goals and objectives, the Library Board estimates that a total of \$3,531,500 is necessary to levy for library purposes in FY2014. We estimate that we will receive \$130,000 in other income. Estimated expenditures in the FY2014/2015 Working Budget include:

General Fund Estimate

Salaries	\$1,825,000
Benefits	392,500
Plant Maintenance	158,000
Business Expense	150,000
Automation & Dept. Operations	200,000
Services	100,000

Collection Development	<u>500,000</u>
	\$3,325,500
Less other income	<u>- 130,000</u>
General Fund Levy Estimate	\$3,195,500
Special Fund Levy Estimates	
FICA	\$ 140,000
Audit	10,000
Liability	36,000
IMRF	<u>150,000</u>
	\$ 336,000

Total Levy estimate for 2014 is \$3,531,500.

Part VII

The Library Board continues to implement, within its financial plan, the accumulation of funds in for the purpose of completing capital improvement projects, making major repairs, providing for catastrophic emergency, and special projects. This past fiscal year the Library had \$206,433 (subject to audit) remaining to add to the Library's Reserve Funds. The surplus this year was a result of staffing changes and reductions in some of our yearly expenses.

Part VIII

The Library Board has no contingent liabilities, including bonds, judgments, or settlements.

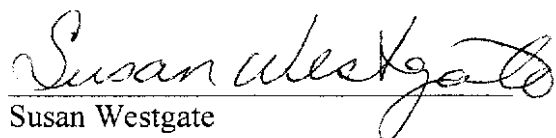
Part IX

- Percentage of population (39,711) registered with Library cards is 40.3% (15,999 cardholders).
- There were 2,918,029 hits on the Library's Web page and remote access to the Library's subscription databases via the Web page was 25,372 sessions. 11,797 audiobooks and eBooks were downloaded through the Library's subscription services via the Library web page.
- There were 45,539 users of our public access computers for 34,638:36 hours/minutes, not including the free Wi-Fi access for laptop users and other devices.
- The Library's Facebook page has 425 Likes.
- The number of homebound patrons currently being served is 54. We delivered 3284 items to our homebound patrons this fiscal year.
- Adult reference staff answered 32,331 questions. Children's reference staff answered 11,093 questions for a total of 43,424.
- 1953 patrons reserved the study rooms for a total of 4199 hours.

CERTIFICATION

This Annual Report is filed by the Carol Stream Public Library pursuant to the Local Library Act (75 ILCS 5/4-10) for the fiscal year commencing May 1, 2012 and ending April 30, 2013.

Signed:



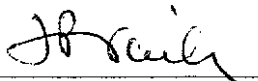
Susan Westgate
Library Director

Attest:

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

BOARD OF LIBRARY TRUSTEES OF THE VILLAGE OF CAROL STREAM ANNUAL
REPORT 2012-2013

is a true and accurate report of the activities of the Carol Stream Public Library for the year stated.



President James Bailey
Board of Library Trustees

(Seal)

EXHIBIT 1 - FY 13 Income Received (subject to audit)

ACCT #	Account Name	
GENERAL FUND REVENUES		
Property Taxes		
	Property Tax -- Current	3,152,260
	Property Tax -- Non-Current	607
	PPR Taxes	39,758
Interest Income		
	Interest Income -- Taxes	27
	Interest Income -- Investments	4,028
Patron Payments		
	Fines & Fees	50,004
	Public Copier Payments	11,190
	Non-Resident Card Fees	147
	Sale items	369
	Donations	27,107
	Developer Contributions	2,041
	RBP/ILL Reimbursements	695
	Patron Payments-other	265
Grants		
	Per Capita Grant	40,724
	Other Grants/Awards	0
	Other Income	11,185
	TOTAL GENERAL FUND REVENUE	3,340,407
SPECIAL FUND REVENUES		
IMRF Fund		
	Property Tax -- Current	140,194
	Property Tax -- Non-Current	25
FICA Fund		
	Property Tax -- Current	130,180
	Property Tax -- Non-Current	25
Liability Fund		
	Property Tax -- Current	8,011
	Property Tax -- Non-Current	1
Audit Fund		
	Property Tax -- Current	5,608
	Property Tax -- Non-Current	1
	TOTAL INCOME FY 2013	3,624,452

EXHIBIT 2 - FY 13 EXPENSES (subject to audit)

ACCT #	Account Name	
GENERAL FUND EXPENDITURES		
5100	SALARIES	
5101	EXEMPT STAFF SALARIES	904,390
5102	NON-EXEMPT STAFF SALARIES	685,677
5103	CUSTODIAL SALARIES	69,297
5104	BENEFITS-MED/LIFE/DENTAL	
5105	Professional Education	5,524
5106	Memberships	2,973
5107	Benefits -- Life insurance	1,221
5108	Benefits -- Health Insurance	253,716
5109	Benefits -- Other	2061
	TOTAL	1,924,858
5200	PLANT MAINTENANCE	
5201	SUPPLIES	10,854
5202	MAINTENANCE/REPAIR	11,996
5203	MAINTENANCE CONTRACTS	48,843
5204	LANDSCAPE MAINTENANCE	17,504
5205	FURNITURE/EQUIPMENT	1,357
5206	ELECTRIC - COMM EDISON	29,247
5207	WATER/SEWER	3,651
5208	INSURANCE (PROPERTY)	6,694
	TOTAL	130,146
5300	BUSINESS EXPENSE	
5301	POSTAGE	6080
5302	OFFICE&EQUIPMENT SUPPLIES	7,775
5303	PRINTER SUPPLIES	7,754
5304	EQUIPMENT LEASING	15,567
5305	MILEAGE REIMBURSEMENT	2,582
5306	LEGAL NOTICES	721
5307	HELP WANTED ADVERTISING	200
5308	BUSINESS PHONE	7,892
5309	ACCOUNTING SERVICE	11,700
5310	MATERIAL RECOVERY FEES	2,345
5311	PAYROLL SERVICE	6,011
5312	ATTORNEY FEES	15,892
5314	OTHER CONSULTANTS	11,317
5315	OTHER EXPENDITURES	2,875
5316	RECYCLING	302
5317	BANK FEES	817

EXHIBIT 2 - FY 13 EXPENSES (subject to audit)

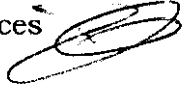
ACCT #	Account Name	
5319	SECURITY SERVICE	40,753
	<i>TOTAL</i>	140,583
5400	<i>CIRCULATION & MATERIALS PROCESSING, INCLUDING AUTOMATED SERVICES</i>	
5401	Automation Hardware	14,572
5402	ISP and Web Page Hosting	3,220
5403	Computer Software	5,449
5404	LAN and Hardware Maintenance	36,478
5405	Technical Services Supplies	13,018
5406	Circulation Supplies	3,177
5407	Rebinding -(formerly Adult)	1,231
5408	OCLC and MARC records	6,436
5409	RBP/ILL Expenses	636
5410	MAGIC Consortium	78,537
	<i>TOTAL</i>	162,753
5500	<i>SERVICES</i>	
5501	Youth Services Programs	6,534
5502	Summer Reading Program -- Youth	6,978
5503	Adult Programs	5,313
5504	Library Printing	3,514
5505	Library Newsletter	37,730
5509	Library Publicity and Promotion	18,029
5510	Reference Services Expenses	1,641
	<i>TOTAL</i>	79,739
5600	<i>COLLECTION DEVELOPMENT</i>	
5601	Youth Services Books	54,947
5602	Youth Services Graphic Books	3,373
5603	Youth Services Paperbacks	3,847
5604	Youth Services Reference Collection	25,176
5605	Youth Services Magazines	1,480
5606	Youth Services Realia	655
5607	Youth Services Recordings	627
5608	Youth Services Kits	987
5609	Youth Services Audio Books	5,212
5610	Youth Services Video Recordings	3,921
5611	Youth Services Electronic Media	465
5620	Parent Collection - Books	2,876
5630	Adult Books	81,046
5631	Adult Paperback Collection	2,503

EXHIBIT 2 - FY 13 EXPENSES (subject to audit)

ACCT #	Account Name	
5632	World Languages	5,152
5633	Large Print Books	10,677
5634	Adult Reference Collection	166,431
5635	Adult Magazines	11,324
5636	Newspapers	4,395
5637	Adult Compact Discs	5,737
5638	Adult Audio Books	25,028
5639	Adult Video Recordings	30,039
5640	Adult Electronic Media	890
5650	Professional Collection	10,369
5651	Digital Media	9,556
5652	Grant/Award Expense (Databases)	44,182
	TOTAL	510,893
	GENERAL FUND EXPENDITURES	
5100	SALARIES	1,924,858
5200	PLANT MAINTENANCE	130,146
5300	BUSINESS EXPENSE	140,583
5400	CIRCULATION & MATERIAL Proc....	162,753
5500	SERVICES	79,739
5600	COLLECTION DEVELOPMENT	510,893
	TOTAL	2,948,972
	SPECIAL FUND EXPENDITURES	
	Account Name	
	LIABILITY INSURANCE FUND	30816
	FICA FUND	121,319
	IMRF FUND	214,714
	AUDIT FUND	6437
	Capital Maintenance & Repair Fund	15,994
	Special Capital Projects	70,515
	Kuhn Rd. Property Expenses	9252
	TOTAL	469047
	General Fund Expenditures	2948972
	Special Fund Expenditures	469047
	Total Expenditures	\$ 3,418,019.00

Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager

FROM: James Knudsen, Director of Engineering Services 

DATE: May 29, 2013

RE: Plan Reviews and Inspections for the Village of Carol Stream & DuPage County Storm Water Ordinances – Award of Contract for Professional Engineering Services

Special management areas or SMA's are areas that include wetlands, floodplain, floodways, riparians and now post construction Best Management Practices (PCBMPs). The DuPage County Countywide Stormwater and Flood Plain Ordinance require the Village to perform SMA reviews and inspections utilizing experts with special knowledge in the fields of hydrology and hydraulics, wetland and soil sciences. It would be impractical to hire an in-house specialist, therefore the Village has been using outside consultant engineering services to perform this valuable function. The Village also utilizes a consultant to perform reviews on typical storm water management practices. This has improved the consistency of reviews and allows for better coordination.

Stormwater reviews will be required for private site plans as well as Village and other governmental agency projects. Wetland inspections will also be required for mitigation sites and best management practices (BMPs). Based on previous reviews and inspections, staff has budgeted \$45,000.00 for site plan reviews, \$6,000.00 for wetland inspections. Both the site plan reviews and wetland inspections will be billed back to the applicants along with a \$120/permit administration fee.

The Village also implemented a policy whereby the developer must post a deposit based on the consultant's typical review or inspection costs for each storm water submittal. The deposit is returned to the developer after the storm water improvements have been completed and all invoices have been paid. This measure will protect the Village from developers that decide not to go through with their project and not pay the invoices for the review or inspection services performed for them and paid by the Village.

Since this Ordinance has been in effect (September 1991) the Village has utilized the services of Christopher B. Burke Engineering, Ltd. (CBBEL), and recently Engineering Resource Associates (ERA). CBBEL has performed the reviews and inspections on all projects unless there is a conflict of interest. In those instances, the Village has substituted ERA as the reviewer. This contract is for plan review and inspection services to be performed by CBBEL.

CBBEL has performed the reviews and inspections in a timely and very professional manner. Continuing to utilize CBBEL will allow us to maintain a consistent interpretation of the Ordinance that's reliable but not overly burdensome. The hourly billing rates are nearly the same as in last year's contract (3.6% increase for Environmental and Soil Scientists only). Therefore, staff recommends approval of the consultant services agreement contract for storm water management plan reviews and inspections to CBBEL at the specified rates in Attachment C.

Cc: William N. Cleveland, Assistant Village Engineer
Jon Batek, Finance Director

Attachment

ATTACHMENT C

CONSULTANT SERVICES AGREEMENT

This AGREEMENT entered into by and between Christopher B. Burke Engineering, Ltd. HEREINAFTER 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 furnishing certain employees for temporary assignment to the "Second Party" for engineering services involving field observation, site plan review and other miscellaneous review items.

The "First Party" is committed to furnish the "Second Party":

A professional Engineer with two years experience in stormwater and floodplain management.

An Engineer with two years experience in the application of continuous hydrology and fully dynamic hydraulic models.

An environmental scientist who has attended at least one course in wetland delineation approved by the DuPage County Department of Economic Development and Planning (Department).

A soil scientist meeting the qualifications of the Department.

The "First Party" also agrees that they will replace said employee(s), when requested by the "Second Party," within twenty-one (21) calendar days.

The "First Party" will submit monthly invoices for payment to the "Second Party" for engineering services. The basis of the invoices shall be the number of hours worked in the billing period by each employee of the "First Party" at the following rates:

Stormwater Management Engineer	\$ <u>173</u> /hr
Hydrological/Hydraulic Engineer	\$ <u>125</u> /hr
Environmental Scientist	\$ <u>160</u> /hr
Soil Scientist	\$ <u>160</u> /hr

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration received and to be received, the parties hereby agree:

The "Second Party" hereby agrees:

1. That they will not solicit the permanent services of personnel furnished by the Engineer for a period of six (6) months following the expiration date of this Agreement.
2. The "Second Party" agrees to compensate the "First Party" for providing the above described services on a time and expense basis in accordance with the attached Schedule of Hourly Charges, which is subject to change at the beginning of the next calendar year and at subsequent intervals of not less than twelve months.

The "First Party" hereby agrees:

1. To comply with all relevant laws, regulations and rules promulgated by any Federal, State, County, Village and/or other government unit or regulatory body now in effect or which may be in effect and which are relevant during the performance of the work to which reference is made above. Included within the scope of the laws, regulations and rules referred to 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 the "Second Party" against any and all claims, costs, causes, actions and expenses, incurred by reason of a lawsuit or claim for compensation arising in favor of any person, including the employees or officers of the "First Party", on account of personal injuries or death, or damages to property occurring or resulting directly from negligent performance by the "First 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, Public Liability Insurance containing a contractual Liability Clause 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 will be submitted to the "Second Party". There shall be no additional charge for said insurance to the "Second Party".
4. To furnish, when requested by the Village any affidavit or certificate as required from by County, State or Federal Agencies in connection with the work covered by this agreement.
5. To indemnify "Second Party" for any loss it may sustain by theft or other cause from the acts of negligence of the employees of the "First Party" or its subcontractors.

IT IS MUTUALLY UNDERSTOOD AND AGREED 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 1st day of May 2013 until the 30th day of April, 2014, inclusive.

IN WITNESS WHEREOF, THE PARTIES have executed this agreement this _____ day of _____ for new fee schedule.

FIRST PARTY:

SECOND PARTY:

Christopher B. Burke Engineering, Ltd.

By: _____

Christopher B. Burke, PhD, PE
President

By: _____

ATTEST:

ATTEST:

Christopher B. Burke Engineering, Ltd.

By: _____

Melissa Johandes
Assistant Secretary

By: _____

SLS/elg

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Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager

FROM: Philip J. Modaff, Director of Public Works
Todd Hoppenstedt, Superintendent of Operations

DATE: May 29, 2013

RE: Recommendation for Waiver of Bid for Purchase of Wide-Area Mower

The FY14 budget provides \$55,000 for the purchase of a replacement wide-area mower for use in the landscape maintenance program. In an effort to find the best piece of equipment for our specific needs, operations staff field-tested four different manufacturer demonstration units. Based upon those field tests and anticipated operating and maintenance costs we are recommending the Toro GM4000-D at a cost of \$49,772.94.

The following four units were selected for field-testing based upon published manufacturer specifications:

Make/Model	Field Notes
John Deere 1600	Performs poorly in taller grass, struggles to climb hills and difficult to maneuver on embankments, therefore a cost proposal not solicited
Kubota	Model tested poorly in the field and did not offer desired cutting width, therefore a cost proposal was not solicited
Jacobsen R311	Performed well but our operators found that it leaves patches uncut (30-inch circle) when making 180 degree turns; our operators also experienced overheating of the engine which caused the unit to shut down for a period of time; requires operator to switch from 2WD to 4WD; has seven (7) independent hydraulic motors to control blades requiring 17 gallons of hydraulic oil with recommended service every 250 hours; consumes fuel at a higher rate than the Toro due to the independent hydraulic motors versus the belt-driven blades on the Toro
Toro GM4000-D	Performed well and has best fuel consumption rate; does not leave uncut patch in 180 degree turn; offers full-time 4WD; requires just 8 gallons of hydraulic oil with recommended service every 800 hours; includes feature to automatically activate a reverse fan to clear debris build-up from radiator, which keeps machine from overheating, thereby reducing downtime.

Page Two
May 29, 2013

The Jacobsen had many positive features, including a purchase price approximately \$2,200 less than the Toro. However, the Toro field-tested as the superior product for our needs, and can be expected to consume less fuel and require less frequent regular maintenance. The annual fuel and maintenance costs for the Toro are estimated to be at least \$700 less than the Jacobsen, which will easily make up for the difference in purchase price in less than four years (over a conservatively estimated 10-year life cycle).

Reinders, Inc., of Franklin Park, is the sole authorized dealer of this Toro equipment for this area. Carol Stream Lawn and Power does sell Toro equipment but they are not authorized to carry large commercial models.

Attached is a proposal from Reinders for the mower and various attachments. The pricing has been made available through our participation in National IPA, a cooperative purchasing organization serving governmental and non-profit agencies. Reinders won the contract with National IPA through a competitive Request for Proposal process, but not through a formal bid process. Since Reinders is the authorized dealer in this area, holding our own bid process would yield only one bid – from Reinders.

It is recommended that the Mayor and Board of Trustees approve a motion waiving competitive bidding and authorizing the purchase of a Toro GM4000-D wide-area mower from Reinders, Inc., under National IPA contract #120535, for a total amount of \$49,772.94.

Attachments



Account #
 Village of Carol Stream
 Attn: Tom Hoppenstead
 500 N. Gary Avenue
 Carol Stream, IL 60188

368376-2

May 23, 2013

Dear Tom,

Thank you for the opportunity to quote your current equipment needs. Below is the configuration and pricing requested. If you have any questions or need additional information please call.

Qty.	Model #	Description	Ea.	Ext. Price
1	30448	Groundsmaster 4000-D (Replaces GM4000-D 30	\$ 48,390.00	\$ 48,390.00
1	30349	Universal Sunshade (New model, replaces 30359	\$ 448.00	\$ 448.00
1	30452	North American Road Package Kit (Available Mar	\$ 793.00	\$ 793.00

National IPA Contract Pricing

Contract number 120535

Toro MVP Kits

1	30056	Groundsmaster 4000 D 400 Hour Filter Kit	\$ 141.94	\$ 141.94
Quote good for 30 Days			Sub-Total	\$ 49,772.94
			0.00% Tax	\$ -
			Total	\$ 49,772.94

All pricing includes freight-in, set-up and delivery to your location.

Sincerely,

Steve Schiller, SCPS
 Reinders Inc.
 Account Executive-Franklin Park, IL
 (630) 251-7321

Reinders



Mr. Phil Modaff
Village of Carol Stream
Public Works Director
500 N Gary Avenue
Carol Stream, IL 60188

Mr. Modaff:

Thank you for considering the proposal from Reinders Incorporated for a Toro Groundsmaster 4000D mower.

Reinders is the sole Commercial Distributor in Northern Illinois for The Toro Company and is a family owned distribution company established in 1866. We have six store locations across Wisconsin in Sussex, Waukesha, Kenosha (Bristol), Madison, Appleton (Little Chute), and Stevens Point (Plover); three stores across Illinois in Chicago (Franklin Park), Vernon Hills and Rockford; two stores in Minnesota - Minneapolis (Plymouth) and Rochester; and one store in Kansas City, Missouri. We also carry quality product lines such as irrigation products, fertilizers, grass seed, power equipment, landscape lighting, fountains, rock salt and many others. Reinders works with a wide variety of customers including golf courses, municipalities, schools, parks, cemeteries, athletic facilities, contractors, landscape companies and architects.

We are the proud supplier of turf equipment to the Milwaukee Brewers, Chicago Cubs and Chicago Bears (Halas Hall).

As one of the Midwest's largest full service distributors of products to the commercial green industry, many customers look to us as their one stop source for all their product requirements. From growing grass to watering it, from mowing it to keeping it looking great, you'll find everything you need from Reinders.

We strive to offer more than just quality products – we are here to provide solutions for your needs. Reinders understands your daily challenges so be assured that we have a member on staff to answer your questions and provide the expertise you want. Our staff has more than 1,000 years of combined turf industry experience and more than 250 years of combined irrigation industry experience.


Thanks again for allowing us an opportunity to provide proposal for your equipment needs!

Best Regards,

Steve Schiller
Account Executive
630-251-7321
sschiller@reinders.com

Village of Carol Stream
INTER-DEPARTMENTAL MEMO

TO: Mayor and Trustees

FROM: Joseph E. Breinig, Village Manager 

DATE: May 31, 2013

RE: Vehicle Purchase

On March 18, 2013 authorization was given to purchase two vehicles for the Police Department. One of the vehicles, a 2013 Ford Explorer, was to be purchased from Joe Cotton Ford at a cost of \$25,241.00. As the attached email from Chief Orr indicates, Ford Motor Company is unable to fill our order. In addition, Ford is unable to give a production date for 2014 Police Package Explorers.

The Police Department has located a vehicle at Joe Rizza Ford at a cost of \$25,022.72. Staff recommends that:

1. The authorization for the purchase from Joe Cotton Ford be cancelled.
2. That competitive bidding be waived and staff authorized to purchase one 2013 Ford Police Package Explorer from Joe Rizza Ford in Orland Park at a cost of \$25,022.72.

This recommendation will ensure that the Police Department has the vehicle for use. The purchase will again use funds obtained through drug arrests.

JEB/jg

Attachments

Joe Breinig

From: Kevin Orr
Sent: Tuesday, May 28, 2013 11:23 AM
To: Joe Breinig
Subject: SOU Ford Explorer

In March 2013, the Village Board authorized the purchase of a 2013 Police Package Ford Explorer for Special Operations. The purchase price from Joe Cotton Ford was \$25,241.00 and 1505 funds were to be used for the purchase. We were notified that Ford took to many orders for the 2013 Police Package Explorer and would not fulfill additional orders. Our order was included in the non-filled orders. Ford could not give an estimated date for production of the 2014 Police Package Explorer.


We were able to locate a 2013 Police Package Explorer at Joe Rizza Ford in Orland Park. The purchase price is \$25,022.72, which is \$219 less than the original price from Cotton Ford. Since the Board authorized the original purchase price from Cotton, we will be purchasing the Explorer from Rizza Ford at the reduced price. We will use 1505 funds for the purchase of the vehicle.

AGENDA ITEM

G-4 3-18-13

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

TO: Mayor and Trustees

FROM: Joseph E. Breinig, Village Manager 

DATE: March 14, 2013

RE: Vehicle Purchases

Attached you will find a recommendation for the purchase of two vehicles for the Police Department. The first vehicle, a 2013 Dodge Ram Quad cab pick-up truck is recommended for purchase from Thomas Dodge at a cost of \$23,607 under state bid. The second vehicle, a 2013 Ford Explorer, is recommended for purchase from Joe Cotton Ford at a cost of \$25,241. This vehicle is being purchased at a price below state bid, but will require a waiver of competitive bidding. The latter vehicle is being purchased in a manner similar to that used for the purchase of three police patrol vehicles in February 4, 2013. Both of the vehicles in this recommendation will be purchased with funds from narcotics arrests to be used for enforcement purposes.


JEB/td
Attachment



Carol Stream Police Department

Intradepartmental Memo

TO: Joe Breinig

REVIEWED AND APPROVED BY: Kevin Orr, Chief of Police 

FROM: Commander Tom Miller

DATE: March 13, 2013

RE: Approval to purchase new SOU & Investigation Vehicles


This memo is to request a replacement vehicle for SOU and Investigations. I would recommend we buy a new 2013 Dodge Ram Quad cab pick-up truck from Thomas Dodge, 8940 W. 192nd St. Mokena, IL 60448, and a new 2013 Ford Explorer from Joe Cotton Ford, 175 W. North Ave, Carol Stream, IL 60188, and utilize funds from the 1505 seizure account. This account is set up from narcotic seizures monies that have been awarded to the village. Once the money is awarded, the monies are divided per state statute and the villages' portion must be maintained in a separate bank account from all other village funds. These funds are allocated toward enforcement purposes only, and must be used for non-budgeted type items. Accounting of these items must be maintained and shown to being used for enforcement purposes. The justification for these vehicles meets with statutory requirements, and the proper use of said funds. The cost of this Dodge is \$23,607, which is state bid price and the cost of the Ford is \$25,241 which is below state bid price.

These vehicles will be replacing 691, the 1997 Ford F-150, and 200, the 2002 Chevy Impala. Due to their age and mechanical conditions, it is no longer cost effective to keep these vehicles in the police fleet. The replacement vehicles will be outfitted to accommodate all facets of the police department for special needs purposes. This will allow a wider range of use for these vehicles and benefit the entire department.

Village of Carol Stream

Interdepartmental Memo

TO: Joe Breinig, Village Manager

FROM : Philip J. Modaff, Director of Public Works 

DATE: May 30, 2013

RE: Job Order Contracting – Presentation to Village Board

Recently staff began to explore a new opportunity to secure contractor services through a contract administered by the City of Naperville. Job Order Contracting is similar to joint purchasing of products, where one agency will seek bids for certain products (such as vehicles and salt through the State of Illinois) and other government agencies are allowed under State statute to take advantage of the contract pricing. In this case, Job Order Contracting allows governmental agencies to secure construction services in under a contract awarded by the City of Naperville.

The Engineering and Public Works departments reviewed the program basics and determined that there are multiple potential benefits which primarily address seasonal staffing challenges and work volume which are worth exploring:

- Saves staff time and/or consultant expense in development of detailed specifications
- Saves staff time in preparation of bid documents and the expense of advertising bids
- Saves staff time in hosting pre-bid conferences/site tours, responding to bidder inquiries, preparation and distribution of bid addendums, reviewing bids, checking references and preparing bid tabulations
- Reduces exposure to change orders as a result of failure to accurately define scope
- Reduces exposure to extraordinary unit costs for items made necessary due to change in scope during construction since all unit pricing is already established under the Naperville contract


Another benefit of the process is the involvement of a firm, the Gordian Group, which works to insure the general contractor (F.H. Paschen) is complying with the terms of the Naperville contract in identifying the appropriate tasks and quantities and submitting the cost proposal.

I have invited a representative of the Gordian Group to attend the Board meeting on Monday, June 3, to make a presentation on the Job Order Contracting concept, the competitive process that occurred in selecting F.H. Paschen as the general contractor and the overall benefits of the program as experienced by governmental agencies, including several DuPage County agencies (including City of Wheaton, Village of Lisle and Village of Downers Grove). In addition, the Village Attorney will be prepared to answer any questions Board members may have regarding the legal aspect of this opportunity.

Should the Village Board feel comfortable in utilizing the Job Order Contracting process, I have also worked with the Village Attorney to prepare contracts for three projects included in this year's budget: roof replacement of the salt dome and WRC sludge building and tuck-pointing at the Public Works Center.

Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager

FROM : Philip J. Modaff, Director of Public Works 

DATE: May 30, 2013

RE: Agenda Item – Recommendation to Waive Competitive Bidding and Approve a Job Order Contract with F.H. Paschen, S.N. Nielsen & Associates LLC – Tuck-pointing at the Public Works Center In the Amount of \$47,223.34

The FY2014 budget contains funding for masonry tuck-pointing to be performed on all of the buildings at the Public Works Center. Through the City of Naperville's Job Order Contract with F.H. Paschen we have secured a competitive proposal for completing this work in the amount of \$47,223.34. The Village Attorney has reviewed the Naperville Job Order Contract and prepared the attached local contract to apply specifically to the Village's requirements.

While the cost proposal is considerably over the budget estimate of \$30,000, it is consistent with the scope of work which necessarily expanded following recent closer inspection of the buildings subsequent to the budget estimate being developed in October 2012. Fortunately, another project at the Public Works Center (salt dome roof replacement) is projected to come in *under* budget by a similar amount, therefore use of fund balance will not be necessary.

Staff recommends that the Mayor and Board approve a motion waiving competitive bidding and approving a job order contract with F.H. Paschen, S.N. Nielsen & Associates LLC, for tuck-pointing at the Public Works Center in the Amount of \$47,223.34.

Attachments

JOB ORDER CONTRACT

JOB ORDER NUMBER: 015449.00
JOB ORDER NAME: VILLAGE OF CAROL STREAM
PUBLIC WORKS CENTER TUCK POINTING
CONTRACTOR NAME: F. H. PASCHEN, S.N. NIELSEN & ASSOCIATES LLC
LOCATION: CAROL STREAM PUBLIC WORKS CENTER
100-124 GERZEVSKE LANE, CAROL STREAM, IL.

This JOB ORDER CONTRACT is made and entered into this ____ day of June, 2013, by and between the Village of Carol Stream (hereinafter the "Village") and F.H. Paschen, S.N. Nielsen & Associates LLC (hereinafter the "Contractor").

RECITALS

WHEREAS, the City of Naperville, Illinois has established a Cooperative Job Order Contract Program, published an Request for Proposals, received and reviewed Proposals and awarded a Job Order Contract, Number 11-082 to F.H. Paschen, S.N. Nielsen & Associates LLC; and

WHEREAS, the Village desires to proceed with the tuck pointing of the buildings at the Carol Stream Public Works Center through the City of Naperville's Cooperative Job Order Contract Program and to purchase of construction services and materials under the general terms and provisions of the City of Naperville Job Order Contract Number 11-082, including all addenda issued thereto, a copy of which is attached hereto as Exhibit A; and

WHEREAS, the Contractor has agreed to provide such tuck pointing services and materials for all of the buildings at the Carol Stream Public Works Center except the DWC facility, under the general terms and provisions of the City of Naperville Job Order Contract Number 11-082, including all addenda issued thereto; and

WHEREAS, the Contractor has provided the Village with a proposal, which proposal has been incorporated into the Detail Scope of Work, Job Order Number 015449.00 (PW Center Tuck Pointing), a copy of which is attached hereto as Exhibit B.

NOW THEREFORE, in consideration of the terms and conditions of this JOB ORDER CONTRACT Number 015449.00, the parties hereto agree as follows:

1. The terms and conditions of this Job Order Contract, Number 15449.00 shall be governed by and shall include all terms and provisions of the City of Naperville Job Order Contract Number 11-082, including all addenda issued there to, and shall be incorporated into the terms, conditions and provisions of Job Order Contract, Number 015449.00 between the parties hereto except as modified as follows:

- A. The Scope of Work, including all labor and materials, for this Job Order Contract, Number 015449.00 and the cost of such work is hereby set forth in Exhibit B attached hereto.
- B. Whenever within Job Order Contract Number 11-082 the terms Agency, City or Owner are used, those terms shall mean the Village of Carol Stream.
- C. Prior to commencement of construction, Contractor shall provide the Village with both a Payment and Performance Bond in the amount of \$47,223.34 from a surety acceptable to the Village and in accordance with the terms set forth in AIA Document A312TM – 2011.
- D. Prior to commencement of construction, the Contractor shall provide the Village with a certification, in the form attached hereto as Exhibit C, that all representations made within the Affidavit of Compliance, Attachment K to Job Order Contract 11-082 are true and correct as of the date of this Contract.
- E. Prior to commencement of construction, the Contractor shall provide the Village with a Certificate of Insurance for the Insurance and at such limits as set forth in City of Naperville Job Order Contract Number 11-082. The Commercial General Liability and Automobile Liability policies shall contain or be endorsed to contain the Village, its officers, agents and employees as Insured and shall be primary insurance and not contribute with the Village's insurance or self-insurance. The Worker's

Compensation insurer shall waive all rights of subrogation against the Village for injuries to employees of the Insured resulting from the work for the Village or use of the Village's premises or facilities.

- F. This Job Order Contract is subject to the provisions of the Prevailing Wage Act, 820 ILCS 130/.01 et seq. and labor prices shall be based upon the prevailing wages in the DuPage County area as determined by the Illinois Department of Labor. The Contractor shall indemnify, hold harmless and defend the Village from any failure of the Contractor to comply with the provisions of the Prevailing Wage Act.
- G. Contractor will be required to maintain all records and documents for the project in compliance with the Freedom of Information Act, 5ILCS 140/4 et seq. In addition, Contractor shall produce, without cost to the village, any records which are responsive to a request received by the Village under the Freedom of Information Act so that the Village 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 Village and if possible, the Village shall request an extension so as to comply with the Act. In the event that the Village 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.
- H. The Contractor shall warrant the work to be free from defects in materials and workmanship for a period of 1 year from the date of final acceptance of the completed project by the Village; provided however, that all materials that have a manufacturer's warranty in excess of 1 year shall be warranted for the full period of

the manufacturer's warranty, which warranty shall be transferred to the Village on the date of final acceptance of the completed project.

- I. The Contractor shall secure all building permits for the project within 10 days after the date of execution of the Contract by both Parties and the Contractor shall complete the project within 60 days thereafter.
- J. Payment of 90% of the Contract Price shall be made upon completion of the project and the balance paid within 30 days of completion of any "punch list" items required and final acceptance of the work by the Village. There shall be no Economic Price Adjustments to this Contract.
- K. All notices, certificates, approvals, consents or other communications desired or required to be given hereunder shall be given in writing at the addresses set forth below, by any of the following means: (1) personal service, (2) overnight courier, or (3) registered or certified mail, postage prepaid, return receipt requested.

If to Village: Director of Public Works
Village of Carol Stream
500 North Gary Avenue
Carol Stream, Illinois 60188

If to Developer: F.H. Paschen, S.N. Nielsen & Associates, LLC
General Manager | Job Order Contracts Division
5515 N. East River Road, Chicago, IL 60656

ACCEPTED:

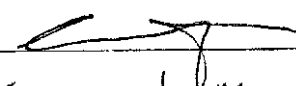
VILLAGE OF CAROL STREAM

BY: _____

Title: _____

DATED: _____

F.H. PASCHEN, S.N. NIELSEN & ASSOCIATES
LLC

BY:  _____

Title: General Manager

DATED: 5/31/13

Exhibit B



**Job Order Contract
Proposal Review Summary - CSI**

Date: April 30, 2013
Contract Number: 11-082
Job Order Number: 015449.00
Job Order Title: City of Carol Stream PW Center Tuck Pointing
Contractor: F. H. Paschen, S. N. Nielsen & Associates LLC
Proposal Value: \$47,223.34
Proposal Name: City of Carol Stream PW Center Tuck Pointing
Proposal Submitted: 04/25/2013

01 - General Requirements:	\$669.62
04 - Masonry:	\$44,955.09
07 - Thermal & Moisture Protection:	\$271.49
09 - Finishes:	\$1,327.14
Proposal Total	\$47,223.34

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 0.00%

Job Order Contract
Proposal Review Detail - CSI



Date: April 30, 2013
Contract Number: 11-082
Job Order Number: 015449.00
Job Order Title: City of Carol Stream PW Center Tuck Pointing
Contractor: F. H. Paschen, S. N. Nielsen & Associates LLC
Proposal Value: \$47,223.34
Proposal Name: City of Carol Stream PW Center Tuck Pointing
Proposal Submitted: 04/25/2013
Adjustment Factor(s) Used: 1.0100-Phase 1 Normal Working Hours

Rec#	CSI Number	Mod.	UOM	Description	Line Total		
01 - General Requirements							
1	01 71 13 00 0003		EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' Bed Note: For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom manlifts with > 40' boom lengths, etc.	\$406.66		
				Quantity	Unit Price	Factor	Total
			Installation	1.00 x	402.63 x	1.0100 =	\$406.66
			Contractors Note: Mobilization of equipment and scaffolding.				
2	01 74 19 00 0010		EA	6 CY Dumpster (1 Ton) "Construction Debris" Note: Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.	\$262.96		
				Quantity	Unit Price	Factor	Total
			Installation	1.00 x	260.36 x	1.0100 =	\$262.96
			Contractors Note: Disposal of construction debris.				
Subtotal for 01 - General Requirements:					\$669.62		
04 - Masonry							
3	04 01 20 91 0002		SF	Cut And Repoint Brick, Hard In-Tact Mortar, Running Bond	\$36,238.30		
				Quantity	Unit Price	Factor	Total
			Installation	3,650.00 x	9.83 x	1.0100 =	\$36,238.30
			Contractors Note: Cutting and grinding of existing mortar, clean and prep joints, and repoint mortar joints.				
4	04 01 20 91 0002	Mod		For Quantities > 1000 (> 93 m2), Deduct	\$-3,096.66		
				Quantity	Unit Price	Factor	Total
			Installation	3,650.00 x	-0.84 x	1.0100 =	\$-3,096.66
			Contractors Note: 'Cutting and grinding of existing mortar, clean and prep joints, and repoint mortar joints.'				
5	04 01 20 91 0019		LF	Latex Injection, Up To 1/4" Wide For Masonry	\$6,753.26		
				Quantity	Unit Price	Factor	Total
			Installation	210.00 x	31.84 x	1.0100 =	\$6,753.26
			Contractors Note: Remove existing masonry expansion joint material, clean joint, and install new expansion joint material per owner specs.				
6	04 05 26 00 0002		CSF	Exterior Building Scaffolding, 1 To 5 Story, Tubular Steel, Based On 1 Use/Month	\$4,058.67		
				Quantity	Unit Price	Factor	Total
			Installation	13.23 x	303.74 x	1.0100 =	\$4,058.67
			Contractors Note: Masonry scaffolding on site as needed including set up and take down at multiple locations.				
7	04 05 26 00 0002	Mod		For Additional Erection And Dismantling Of Scaffolding, Add	\$1,001.52		
				Quantity	Unit Price	Factor	Total
			Installation	4.00 x	247.90 x	1.0100 =	\$1,001.52
			Contractors Note: 'Masonry scaffolding on site as needed including set up and take down at multiple locations.'				

Proposal Review Detail - CSI Continues..

Job Order Number: 015449.00
 Job Order Title: City of Carol Stream PW Center Tuck Pointing

Rec#	CSI Number	Mod.	UOM	Description	Line Total
------	------------	------	-----	-------------	------------

Subtotal for 04 - Masonry: \$44,955.09

07 - Thermal & Moisture Protection

8	07 91 23 00 0002	LF	3/8" (9 mm) Polyethylene Or Polyurethane Backer Rod			\$271.49
		Quantity	Unit Price	Factor	Total	
	Installation	210.00	x	1.28	x	1.0100 = \$271.49

Contractors Note: Install backer rod prior to joint sealant

Subtotal for 07 - Thermal & Moisture Protection: \$271.49

09 - Finishes

9	09 91 43 00 0007	SF	Pressure Wash Concrete Or Masonry, Up To 5,000 PSI			\$1,327.14
		Quantity	Unit Price	Factor	Total	
	Installation	3,650.00	x	0.36	x	1.0100 = \$1,327.14

Contractors Note: Wash down masonry walls after tuck pointing is completed.

Subtotal for 09 - Finishes: \$1,327.14

Proposal Total \$47,223.34

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 0.00%



Job Order Contract
Detailed Scope of Work

Job Order Number: 015449.00
Job Order Name: City of Carol Stream PW Center Tuck Pointing
Contractor Name: F. H. Paschen, S. N. Nielsen & Associates LLC
Location: 100 - 124 Gerzevske Lane
124 Gerzevske Lane
Carol Stream, IL 60188

Date: May 16, 2013

Detailed Scope of Work

Preliminary Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this Detailed Scope of Work:

Brief Scope of Work:

Multiple buildings at the Public Works Center (124 Gerzevske Lane) require tuckpointing services.

Detailed Scope of Work:

Furnish and install tuckpointing at Multiple Public Works Center buildings .
Cutting and grinding of existing mortar, clean and prep joints, and re-point mortar joints
Remove existing masonry expansion joint material, clean joint, and install new expansion joint material per owner specs.
Wash down masonry walls after tuck pointing is completed .
Disposal of construction debris and final clean up project area.

Detailed Scope of Work - 015449.00

**EXHIBIT C
PUBLIC CONTRACTOR CERTIFICATION**

F.H. PASCHEN, S.N. NIELSEN & ASSOCIATES, LLC, ("Contractor"), having submitted a Proposal and Detailed Scope of Work to the Village of Carol Stream, Job Order Number 015449.00, for the following construction and material services:

Carol Stream Public Works Center Tuck pointing

as a condition of entering into a contract with the Village of Carol Stream and under oath and penalty of perjury, does hereby certify, that all statements and representations made by or on behalf of the Contractor in the Affidavit of Compliance, Attachment K to the City of Naperville Job Order Contract Number 11-082, attached as Exhibit A to Village of Carol Stream Job Order Contract Number 015449.00, are true and correct.

Dated: 5/31, 2013

By: [Signature] Anthony Izzi
Authorized Agent of Contractor (Signature) (Printed)


Subscribed and sworn to before me
this 31 day of May, 2013.

[Signature]
Notary Public
[SEAL]



Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager

FROM : Philip J. Modaff, Director of Public Works 

DATE: May 30, 2013

RE: Agenda Item – Recommendation to Waive Competitive Bidding and Approve a Job Order Contract with F.H. Paschen, S.N. Nielsen & Associates LLC – Sludge Building Roof Replacement In the Amount of \$42,532.14

The FY2014 budget contains funding for replacement of the sludge building roof at the Water Reclamation Center (WRC). Through the City of Naperville's Job Order Contract with F.H. Paschen we have secured a competitive proposal for completing this work in the amount of \$42,532.14. The Village Attorney has reviewed the Naperville Job Order Contract and prepared the attached local contract to apply specifically to the Village's requirements. The cost proposal is *under* the budget estimate of \$50,000.

Staff recommends that the Mayor and Board approve a motion waiving competitive bidding and approving a job order contract with F.H. Paschen, S.N. Nielsen & Associates LLC, for replacement of the sludge building roof at the WRC in the Amount of \$42,532.14.

Attachments

JOB ORDER CONTRACT

JOB ORDER NUMBER: 015450.A
JOB ORDER NAME: VILLAGE OF CAROL STREAM
SEWERAGE TREATMENT FACILITY ROOF
CONTRACTOR NAME: F. H. PASCHEN, S.N. NIELSEN & ASSOCIATES LLC
LOCATION: CAROL STREAM SEWERAGE TREATMENT FACILITY
245 KUHN ROAD, CAROL STREAM, ILLINOIS

This JOB ORDER CONTRACT is made and entered into this ____ day of June, 2013, by and between the Village of Carol Stream (hereinafter the "Village") and F.H. Paschen, S.N. Nielsen & Associates LLC (hereinafter the "Contractor").

RECITALS

WHEREAS, the City of Naperville, Illinois has established a Cooperative Job Order Contract Program, published an Request for Proposals, received and reviewed Proposals and awarded a Job Order Contract, Number 11-082 to F.H. Paschen, S.N. Nielsen & Associates LLC; and

WHEREAS, the Village desires to proceed with the replacement and construction of the roof on the Carol Stream Sewerage Treatment Facility through the City of Naperville's Cooperative Job Order Contract Program and to purchase of construction services and materials under the general terms and provisions of the City of Naperville Job Order Contract Number 11-082, including all addenda issued thereto, a copy of which is attached hereto as Exhibit A; and

WHEREAS, the Contractor has agreed to provide such construction services and materials for the replacement and construction of the roof on the Carol Stream Sewerage Treatment Facility under the general terms and provisions of the City of Naperville Job Order Contract Number 11-082, including all addenda issued thereto; and

WHEREAS, the Contractor has provided the Village with a proposal, which proposal has been incorporated into the Detail Scope of Work, Job Order Number 015450.A (CS – Sewerage Treatment Facility), a copy of which is attached hereto as Exhibit B.

NOW THEREFORE, in consideration of the terms and conditions of this JOB ORDER CONTRACT Number 015450.A, the parties hereto agree as follows:

1. The terms and conditions of this Job Order Contract, Number 15450.A shall be governed by and shall include all terms and provisions of the City of Naperville Job Order Contract Number 11-082, including all addenda issued there to, and shall be incorporated into the terms, conditions and provisions of Job Order Contract, Number 015450.A between the parties hereto except as modified as follows:

- A. The Scope of Work, including all labor and materials, for this Job Order Contract, Number 0154050.A and the cost of such work is hereby set forth in Exhibit B attached hereto.
- B. Whenever within Job Order Contract Number 11-082 the terms Agency, City or Owner are used, those terms shall mean the Village of Carol Stream.
- C. Prior to commencement of construction, Contractor shall provide the Village with both a Payment and Performance Bond in the amount of \$42,532.14 from a surety acceptable to the Village and in accordance with the terms set forth in AIA Document A312TM – 2011.
- D. Prior to commencement of construction, the Contractor shall provide the Village with a certification, in the form attached hereto as Exhibit C, that all representations made within the Affidavit of Compliance, Attachment K to Job Order Contract 11-082 are true and correct as of the date of this Contract.
- E. Prior to commencement of construction, the Contractor shall provide the Village with a Certificate of Insurance for the Insurance and at such limits as set forth in City of Naperville Job Order Contract Number 11-082. The Commercial General Liability and Automobile Liability policies shall contain or be endorsed to contain the Village, its officers, agents and employees as Insured and shall be primary insurance and not contribute with the Village's insurance or self-insurance. The Worker's

Compensation insurer shall waive all rights of subrogation against the Village for injuries to employees of the Insured resulting from the work for the Village or use of the Village's premises or facilities.

- F. This Job Order Contract is subject to the provisions of the Prevailing Wage Act, 820 ILCS 130/01 et seq. and labor prices shall be based upon the prevailing wages in the DuPage County area as determined by the Illinois Department of Labor. The Contractor shall indemnify, hold harmless and defend the Village from any failure of the Contractor to comply with the provisions of the Prevailing Wage Act.
- G. Contractor will be required to maintain all records and documents for the project in compliance with the Freedom of Information Act, 5ILCS 140/4 et seq. In addition, Contractor shall produce, without cost to the village, any records which are responsive to a request received by the Village under the Freedom of Information Act so that the Village 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 Village and if possible, the Village shall request an extension so as to comply with the Act. In the event that the Village 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.
- H. The Contractor shall warrant the Sewerage Treatment Facility Roof to be free from defects in materials and workmanship for a period of 1 year from the date of final acceptance of the completed project by the Village; provided however, that all materials that have a manufacturer's warranty in excess of 1 year shall be warranted

for the full period of the manufacturer's warranty, which warranty shall be transferred to the Village on the date of final acceptance of the completed project.

- I. The Contractor shall secure all building permits for the project within 10 days after the date of execution of the Contract by both Parties and the Contractor shall complete the project within 60 days thereafter.
- J. Payment of 90% of the Contract Price shall be made upon completion of the project and the balance paid within 30 days of completion of any "punch list" items required and final acceptance of the work by the Village. There shall be no Economic Price Adjustments to this Contract.
- K. All notices, certificates, approvals, consents or other communications desired or required to be given hereunder shall be given in writing at the addresses set forth below, by any of the following means: (1) personal service, (2) overnight courier, or (3) registered or certified mail, postage prepaid, return receipt requested.

If to Village: Director of Public Works
Village of Carol Stream
500 North Gary Avenue
Carol Stream, Illinois 60188

If to Developer: F.H. Paschen, S.N. Nielsen & Associates, LLC
General Manager | Job Order Contracts Division
5515 N. East River Road, Chicago, IL 60656

ACCEPTED:

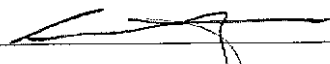
VILLAGE OF CAROL STREAM

BY: _____

Title: _____

DATED: _____

F.H. PASCHEN, S.N. NIELSEN & ASSOCIATES
LLC

BY:  _____

Title: *General Manager*

DATED: *5/31/13*

Exhibit B



Job Order Contract
Detailed Scope of Work

Job Order Number: 015450.A
Job Order Name: City of Carol Stream - Sewage Treatment Facility Roof
Contractor Name: F. H. Paschen, S. N. Nielsen & Associates LLC
Location: CS - Sewage Treatment Facility
245 Kuhn Road
Carol Stream, IL

Date: May 16, 2013

Detailed Scope of Work

Preliminary Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this Detailed Scope of Work:

Brief Scope of Work:

Replace roof on sludge building at sewage treatment facility (245 Kuhn Road). Roof construction is pre-cast concrete decking, waterproofed by an asphalt built-up roof system, encompassing approximately 2,650 square feet. There are penetrations for soil stacks, galvanized hot stacks and exhaust fans.

Detailed Scope of Work:

A comprehensive roof assessment report was issued by Industrial Roofing Systems, Inc., dated August 29, 2007, Report # 13033. This report along with a current on-site scope meeting will determine the roof system condition and the new roof system installation.

Remove existing 3/4" perlite and 1 1/2" polyisocyanurate insulation and asphalt Built up roofing and gravel.

Remove existing wall flashings and sealant.

Install new BUR asphalt roof system, including metal coping and wall flashing and sealant, seal and flash all roof penetrations

**Job Order Contract
Proposal Review Summary - CSI**



Date: April 30, 2013
Contract Number: 11-082
Job Order Number: 015450.A
Job Order Title: City of Carol Stream - Sewage Treatment Facility Roof
Contractor: F. H. Paschen, S. N. Nielsen & Associates LLC
Proposal Value: \$42,532.14
Proposal Name: City of Carol Stream - Sewage Treatment Facility Roof
Proposal Submitted: 04/25/2013

01 - General Requirements:	\$1,971.38
07 - Thermal & Moisture Protection:	\$40,560.76
Proposal Total	\$42,532.14

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: **0.00%**

Job Order Contract
Proposal Review Detail - CSI



Date: April 30, 2013
Contract Number: 11-082
Job Order Number: 015450.A
Job Order Title: City of Carol Stream - Sewage Treatment Facility Roof
Contractor: F. H. Paschen, S. N. Nielsen & Associates LLC
Proposal Value: \$42,532.14
Proposal Name: City of Carol Stream - Sewage Treatment Facility Roof
Proposal Submitted: 04/25/2013
Adjustment Factor(s) Used: 1.0100-Phase 1 Normal Working Hours

Rec#	CSI Number	Mod.	UOM	Description	Line Total		
01 - General Requirements							
1	01 71 13 00 0003		EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' Bed Note: For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom manlifts with > 40' boom lengths, etc.	\$813.31		
				Quantity	Unit Price	Factor	Total
			Installation	2.00	x 402.63	x 1.0100 =	\$813.31
			Contractors Note: Mobilization of forklift or lifting equipment, and mobilization of vacuum truck prior to demo.				
2	01 74 19 00 0013		EA	20 CY Dumpster (3 Ton) "Construction Debris" Note: Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.	\$1,158.07		
				Quantity	Unit Price	Factor	Total
			Installation	3.00	x 382.20	x 1.0100 =	\$1,158.07
			Contractors Note: Dumpsters on site during demo for disposal and on site during new install.				
Subtotal for 01 - General Requirements:					\$1,971.38		
07 - Thermal & Moisture Protection							
3	07 22 16 00 0015		SF	1" (25mm) Wood Fiberboard Roofing Insulation, R4.2	\$1,739.73		
				Quantity	Unit Price	Factor	Total
			Installation	1,325.00	x 1.30	x 1.0100 =	\$1,739.73
			Contractors Note: 1/2" thick wood fiber insulation board. Quantity cut in half to account for 1/2" in lieu of 1". Modifier for setting in hot asphalt for full quantity as entire roof area will have fiberboard set in hot asphalt.				
4	07 22 16 00 0015	Mod	SF	For Setting In Hot Asphalt, Add	\$882.91		
				Quantity	Unit Price	Factor	Total
			Installation	2,649.00	x 0.33	x 1.0100 =	\$882.91
			Contractors Note: 1/2" thick wood fiber insulation board. Quantity cut in half to account for 1/2" in lieu of 1". Modifier for setting in hot asphalt for full quantity as entire roof area will have fiberboard set in hot asphalt.				
5	07 22 16 00 0079		SF	2" (51mm) Polyisocyanurate Roofing Insulation, R14.29	\$6,394.42		
				Quantity	Unit Price	Factor	Total
			Installation	2,649.00	x 1.95	x 1.0100 =	\$5,217.21
			Demolition	2,649.00	x 0.44	x 1.0100 =	\$1,177.22
			Contractors Note: Remove existing insulation and install new 2" polyiso roof insulation set in hot asphalt.				
6	07 22 16 00 0079	Mod	SF	For Setting In Hot Asphalt, Add	\$749.14		
				Quantity	Unit Price	Factor	Total
			Installation	2,649.00	x 0.28	x 1.0100 =	\$749.14
			Contractors Note: Remove existing insulation and install new 2" polyiso roof insulation set in hot asphalt.				

Proposal Review Detail - CSI Continues..

Job Order Number: 015450.A
 Job Order Title: City of Carol Stream - Sewage Treatment Facility Roof

Rec#	CSI Number	Mod.	UOM	Description	Line Total		
07 - Thermal & Moisture Protection							
7	07 51 13 00 0038		SF	2501-5000 SF Fiberglass Felt Bituminous Roofing Assembly Note: Including base sheet, 2 ply of fiberglass felt, drip edge, gravel stop, cant strip, flashing and ballast	\$26,240.31		
				Quantity	Unit Price	Factor	Total
			Installation	2,855.00 x	7.07 x	1.0100 =	\$20,386.70
			Demolition	2,855.00 x	2.03 x	1.0100 =	\$5,853.61
		Contractors Note: Demo and remove existing roof down to the concrete deck. Supply and install new 4 ply built up roofing assembly set in hot asphalt. Flood coat surface and set in 5/8" gravel at approx 500# / SF. Quantity accounts for square footate up small parapet walls per CTC.					
8	07 51 13 00 0038	Mod		For 15 Year Warranty, Deduct	\$-2,278.00		
				Quantity	Unit Price	Factor	Total
			Installation	2,855.00 x	-0.79 x	1.0100 =	\$-2,278.00
		Contractors Note: 'Demo and remove existing roof down to the concrete deck. Supply and install new 4 ply built up roofing assembly set in hot asphalt. Flood coat surface and set in 5/8" gravel at approx 500# / SF. Quantity accounts for square footate up small parapet walls per CTC.'					
9	07 51 13 00 0038	Mod		For Each Additional Sheet Of Fiberglass Ply, Add	\$4,959.71		
				Quantity	Unit Price	Factor	Total
			Installation	5,710.00 x	0.86 x	1.0100 =	\$4,959.71
		Contractors Note: 'Demo and remove existing roof down to the concrete deck. Supply and install new 4 ply built up roofing assembly set in hot asphalt. Flood coat surface and set in 5/8" gravel at approx 500# / SF. Quantity accounts for square footate up small parapet walls per CTC.'					
10	07 62 00 00 0107		SF	24 Gauge Galvanized Steel Flashing, Stock, Short	\$1,872.54		
				Quantity	Unit Price	Factor	Total
			Installation	180.00 x	10.30 x	1.0100 =	\$1,872.54
		Contractors Note: Fabricate and install new 24 Ga prefinished galvanized counter flashing, coping, and gutters.					

Subtotal for 07 - Thermal & Moisture Protection: \$40,560.76

Proposal Total \$42,532.14

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 0.00%

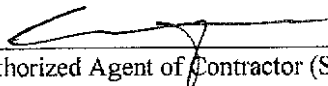
**EXHIBIT C
PUBLIC CONTRACTOR CERTIFICATION**

F.H. PASCHEN, S.N. NIELSEN & ASSOCIATES, LLC, ("Contractor"), having submitted a Proposal and Detailed Scope of Work to the Village of Carol Stream, Job Order Number 015450.A, for the following construction and material services:

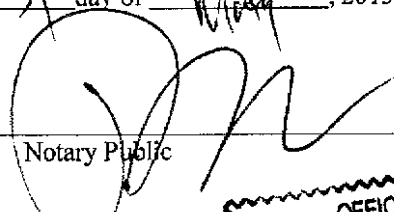
Roof Replacement on Sewerage Treatment Facility - Village of Carol Stream

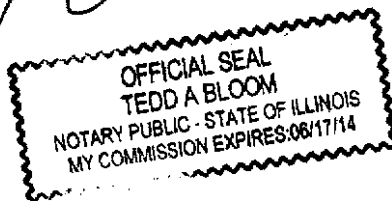
as a condition of entering into a contract with the Village of Carol Stream and under oath and penalty of perjury, does hereby certify, that all statements and representations made by or on behalf of the Contractor in the Affidavit of Compliance, Attachment K to the City of Naperville Job Order Contract Number 11-082, attached as Exhibit A to Village of Carol Stream Job Order Contract Number 015450.A, are true and correct.

\Dated: 5/31/, 2013

By:  Anthony Izzi
Authorized Agent of Contractor (Signature) (Printed)


Subscribed and sworn to before me
this 31 day of MAY, 2013.


Notary Public
[SEAL]



Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager

FROM : Philip J. Modaff, Director of Public Works 

DATE: May 30, 2013

RE: Agenda Item – Recommendation to Waive Competitive Bidding and Approve a Job Order Contract with F.H. Paschen, S.N. Nielsen & Associates LLC – Salt Dome Roof Replacement In the Amount of \$43,905.79

The FY2014 budget contains funding for replacement of the salt dome roof at the Public Works Center. Through the City of Naperville's Job Order Contract with F.H. Paschen we have secured a competitive proposal for completing this work in the amount of \$43,905.79. The Village Attorney has reviewed the Naperville Job Order Contract and prepared the attached local contract to apply specifically to the Village's requirements.

The cost proposal is considerably *under* the budget estimate of \$60,000, providing a balance to address a budget shortfall for another project at the Public Works Center (tuck-pointing) which is projected to come in *over* budget by a similar amount.

Staff recommends that the Mayor and Board approve a motion waiving competitive bidding and approving a job order contract with F.H. Paschen, S.N. Nielsen & Associates LLC, for replacement of the salt dome roof at the Public Works Center in the Amount of \$43,905.79.

Attachments

JOB ORDER CONTRACT

JOB ORDER NUMBER: 015450.00
JOB ORDER NAME: VILLAGE OF CAROL STREAM
SALT DOME ROOF
CONTRACTOR NAME: F. H. PASCHEN, S.N. NIELSEN & ASSOCIATES LLC
LOCATION: CAROL STREAM PUBLIC WORKS FACILITY
245 KUHN ROAD, CAROL STREAM, ILLINOIS

This JOB ORDER CONTRACT is made and entered into this ____ day of June, 2013, by and between the Village of Carol Stream (hereinafter the "Village") and F.H. Paschen, S.N. Nielsen & Associates LLC (hereinafter the "Contractor").

RECITALS

WHEREAS, the City of Naperville, Illinois has established a Cooperative Job Order Contract Program, published an Request for Proposals, received and reviewed Proposals and awarded a Job Order Contract, Number 11-082 to F.H. Paschen, S.N. Nielsen & Associates LLC; and

WHEREAS, the Village desires to proceed with the replacement of the shingle roof on the salt dome at the Public Works Center through the City of Naperville's Cooperative Job Order Contract Program and to purchase of construction services and materials under the general terms and provisions of the City of Naperville Job Order Contract Number 11-082, including all addenda issued thereto, a copy of which is attached hereto as Exhibit A; and

WHEREAS, the Contractor has agreed to provide such construction services and materials for the replacement of the roof on the salt dome at the Carol Public Works Center under the general terms and provisions of the City of Naperville Job Order Contract Number 11-082, including all addenda issued thereto; and

WHEREAS, the Contractor has provided the Village with a proposal, which proposal has been incorporated into the Detail Scope of Work, Job Order Number 015450.00 (Salt Dome Roof), a copy of which is attached hereto as Exhibit B.

NOW THEREFORE, in consideration of the terms and conditions of this JOB ORDER CONTRACT Number 015450.00, the parties hereto agree as follows:

1. The terms and conditions of this Job Order Contract, Number 15450.00 shall be governed by and shall include all terms and provisions of the City of Naperville Job Order Contract Number 11-082, including all addenda issued there to, and shall be incorporated into the terms, conditions and provisions of Job Order Contract, Number 015450.00 between the parties hereto except as modified as follows:

- A. The Scope of Work, including all labor and materials, for this Job Order Contract, Number 0154050.00 and the cost of such work is hereby set forth in Exhibit B attached hereto.
- B. Whenever within Job Order Contract Number 11-082 the terms Agency, City or Owner are used, those terms shall mean the Village of Carol Stream.
- C. Prior to commencement of construction, Contractor shall provide the Village with both a Payment and Performance Bond in the amount of \$43,905.79 from a surety acceptable to the Village and in accordance with the terms set forth in AIA Document A312TM – 2011.
- D. Prior to commencement of construction, the Contractor shall provide the Village with a certification, in the form attached hereto as Exhibit C, that all representations made within the Affidavit of Compliance, Attachment K to Job Order Contract 11-082 are true and correct as of the date of this Contract.
- E. Prior to commencement of construction, the Contractor shall provide the Village with a Certificate of Insurance for the Insurance and at such limits as set forth in City of Naperville Job Order Contract Number 11-082. The Commercial General Liability and Automobile Liability policies shall contain or be endorsed to contain the Village, its officers, agents and employees as Insured and shall be primary insurance and not contribute with the Village's insurance or self-insurance. The Worker's

Compensation insurer shall waive all rights of subrogation against the Village for injuries to employees of the Insured resulting from the work for the Village or use of the Village's premises or facilities.

- F. This Job Order Contract is subject to the provisions of the Prevailing Wage Act, 820 ILCS 130/01 et seq. and labor prices shall be based upon the prevailing wages in the DuPage County area as determined by the Illinois Department of Labor. The Contractor shall indemnify, hold harmless and defend the Village from any failure of the Contractor to comply with the provisions of the Prevailing Wage Act.
- G. Contractor will be required to maintain all records and documents for the project in compliance with the Freedom of Information Act, 5ILCS 140/4 et seq. In addition, Contractor shall produce, without cost to the village, any records which are responsive to a request received by the Village under the Freedom of Information Act so that the Village 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 Village and if possible, the Village shall request an extension so as to comply with the Act. In the event that the Village 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.
- H. The Contractor shall warrant the Salt Dome Roof to be free from defects in materials and workmanship for a period of 1 year from the date of final acceptance of the completed project by the Village; provided however, that all materials that have a manufacturer's warranty in excess of 1 year shall be warranted for the full period of

the manufacturer's warranty, which warranty shall be transferred to the Village on the date of final acceptance of the completed project.

- I. The Contractor shall secure all building permits for the project within 10 days after the date of execution of the Contract by both Parties and the Contractor shall complete the project within 60 days thereafter.
- J. Payment of 90% of the Contract Price shall be made upon completion of the project and the balance paid within 30 days of completion of any "punch list" items required and final acceptance of the work by the Village. There shall be no Economic Price Adjustments to this Contract.
- K. All notices, certificates, approvals, consents or other communications desired or required to be given hereunder shall be given in writing at the addresses set forth below, by any of the following means: (1) personal service, (2) overnight courier, or (3) registered or certified mail, postage prepaid, return receipt requested.

If to Village: Director of Public Works
Village of Carol Stream
500 North Gary Avenue
Carol Stream, Illinois 60188

If to Developer: F.H. Paschen, S.N. Nielsen & Associates, LLC
General Manager | Job Order Contracts Division
5515 N. East River Road, Chicago, IL 60656

ACCEPTED:

VILLAGE OF CAROL STREAM

F.H. PASCHEN, S.N. NIELSEN & ASSOCIATES
LLC

BY: _____

BY:  _____

Title: _____

Title: *General Manager*

DATED: _____

DATED: *5/31/13*

Exhibit B



Job Order Contract
Detailed Scope of Work

Job Order Number: 015450.00
Job Order Name: City of Carol Stream - Salt Dome Roof
Contractor Name: F. H. Paschen, S. N. Nielsen & Associates LLC
Location: 101 - 124 Gerzevske Lane
124 Gerzevske Lane
245 Kuhn Road
Carol Stream, IL 60188

Date: May 16, 2013

Detailed Scope of Work

Preliminary Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this Detailed Scope of Work:

Brief Scope of Work:

Replace shingle roof on salt dome located at Public Works Center.

Detailed Scope of Work:

A comprehensive roof assessment report was issued by Industrial Roofing Systems, Inc., dated August 21, 2007, Report # 13033. This report along with a current on-site scope meeting will determine the roof system condition and the new roof system installation.

Remove and replace approximately 6,100 sq. ft. of 3-tab asphalt shingles. Inspect the structurally sloped plywood decking and replace as required. Furnish and install new architectural 3-tab asphalt shingle with base felt sheet paper. Furnish and install fourteen vent metal flashings and perimeter base metal flashing at the concrete foundation wall.

Detailed Scope of Work - 015450.00

Job Order Contract
Proposal Review Summary - CSI



Date: April 30, 2013
Contract Number: 11-082
Job Order Number: 015450.00
Job Order Title: City of Carol Stream - Salt Dome Roof
Contractor: F. H. Paschen, S. N. Nielsen & Associates LLC
Proposal Value: \$43,905.79
Proposal Name: City of Carol Stream - Salt Dome Roof
Proposal Submitted: 04/25/2013

01 - General Requirements:	\$1,734.47
07 - Thermal & Moisture Protection:	\$40,585.09
23 - Heating, Ventilating, And Air-Conditioning (HVAC):	\$1,586.23
Proposal Total	\$43,905.79

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 0.00%

Job Order Contract
Proposal Review Detail - CSI



Date: April 30, 2013
Contract Number: 11-082
Job Order Number: 015450.00
Job Order Title: City of Carol Stream - Salt Dome Roof
Contractor: F. H. Paschen, S. N. Nielsen & Associates LLC
Proposal Value: \$43,905.79
Proposal Name: City of Carol Stream - Salt Dome Roof
Proposal Submitted: 04/25/2013
Adjustment Factor(s) Used: 1.0100-Phase 1 Normal Working Hours

Rec#	CSI Number	Mod.	UOM	Description	Line Total
01 - General Requirements					
1	01 31 26 00 0003		EA	Minimum Labor Cost, 2 Person Crew Size	\$576.40
				Quantity Unit Price Factor Total	
			Installation	1.00 x 570.69 x 1.0100 =	\$576.40
	Contractors Note: Minimum labor cost for vinyl siding repair where needed over entrance.				
2	01 74 19 00 0013		EA	20 CY Dumpster (3 Ton) "Construction Debris" Note: Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.	\$1,158.07
				Quantity Unit Price Factor Total	
			Installation	3.00 x 382.20 x 1.0100 =	\$1,158.07
	Contractors Note: Dumpsters on site for disposal of old roofing materials and during new installation.				
Subtotal for 01 - General Requirements:					\$1,734.47
07 - Thermal & Moisture Protection					
3	07 31 13 00 0003		SQ	Three-Tab Asphalt/Fiberglass Shingle, 25 Year Warranty	\$7,424.85
				Quantity Unit Price Factor Total	
			Installation	0.00 x 301.70 x 1.0100 =	\$0.00
			Demolition	62.00 x 118.57 x 1.0100 =	\$7,424.85
	Contractors Note: Remove existing 3 tab shingle roof.				
4	07 31 13 00 0008		SQ	Architectural Asphalt/Fiberglass Shingles, 35 Year Warranty	\$24,532.01
				Quantity Unit Price Factor Total	
			Installation	62.00 x 391.76 x 1.0100 =	\$24,532.01
	Contractors Note: Install new architectural shingle roof on salt dome.				
5	07 31 13 00 0008	Mod		For Quantities > 50 To 75 (> 464.5 m2 To 696.8 m2), Deduct	\$-340.65
				Quantity Unit Price Factor Total	
			Installation	62.00 x -5.44 x 1.0100 =	\$-340.65
6	07 31 13 00 0014		LF	Ridge Shingles	\$3,059.29
				Quantity Unit Price Factor Total	
			Installation	650.00 x 3.70 x 1.0100 =	\$2,429.05
			Demolition	650.00 x 0.96 x 1.0100 =	\$630.24
	Contractors Note: Remove and replace ridge shingles				
7	07 34 00 00 0002		SQ	15# Asphalt Felt Underlayment, Single Layer, Standard Slope	\$1,227.98
				Quantity Unit Price Factor Total	
			Installation	62.00 x 19.61 x 1.0100 =	\$1,227.98
	Contractors Note: Remove old felt underlayment and install new.				
8	07 34 00 00 0002	Mod		For Steep Roof, Over 7 To 12, Add	\$213.53
				Quantity Unit Price Factor Total	
			Installation	62.00 x 3.41 x 1.0100 =	\$213.53
9	07 34 00 00 0002	Mod		For Quantities > 50 To 75 (> 464.5 m2 To 696.8 m2), Deduct	\$-22.54
				Quantity Unit Price Factor Total	
			Installation	62.00 x -0.36 x 1.0100 =	\$-22.54

Proposal Review Detail - CSI Continues..

Job Order Number: 015450.00
 Job Order Title: City of Carol Stream - Salt Dome Roof

Rec#	CSI Number	Mod.	UOM	Description	Line Total
07 - Thermal & Moisture Protection					
10	07 34 00 00 0007		SQ	25 Mil Self Adhering Rubberized Asphalt Underlayment	\$400.20
				Quantity Unit Price Factor Total	
				Installation 7.80 x 50.80 x 1.0100 =	\$400.20
Contractors Note: Ice/water shield at low slope over entrance overhang, and at the base of the roof around perimeter.					
11	07 62 00 00 0107		SF	24 Gauge Galvanized Steel Flashing, Stock, Short	\$3,674.30
				Quantity Unit Price Factor Total	
				Installation 286.00 x 10.30 x 1.0100 =	\$2,975.26
				Demolition 286.00 x 2.42 x 1.0100 =	\$699.04
Contractors Note: Remove and replace metal coping/flushing at base of roof around entire perimeter.					
12	07 62 00 00 0118		LF	8" Wide Fascia	\$416.12
				Quantity Unit Price Factor Total	
				Installation 50.00 x 8.24 x 1.0100 =	\$416.12
Contractors Note: Install aluminum fascia over wood fascia/rake board at entrance overhang.					

Subtotal for 07 - Thermal & Moisture Protection: \$40,585.09

23 - Heating, Ventilating, And Air-Conditioning (HVAC)

13	23 34 16 00 0240		EA	Roof Vent Kit For Exhaust Fan Includes Roof Cap And Flashing	\$1,586.23
				Quantity Unit Price Factor Total	
				Installation 14.00 x 112.18 x 1.0100 =	\$1,586.23
Contractors Note: Install new prefinished metal roof vents					

Subtotal for 23 - Heating, Ventilating, And Air-Conditionin \$1,586.23

Proposal Total \$43,905.79

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 0.00%

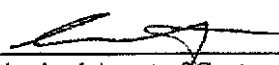
**EXHIBIT C
PUBLIC CONTRACTOR CERTIFICATION**

F.H. PASCHEN, S.N. NIELSEN & ASSOCIATES, LLC, ("Contractor"), having submitted a Proposal and Detailed Scope of Work to the Village of Carol Stream, Job Order Number 015450.00, for the following construction and material services:

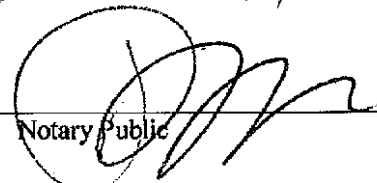
Salt Dome Roof Public Works Center - Village of Carol Stream

as a condition of entering into a contract with the Village of Carol Stream and under oath and penalty of perjury, does hereby certify, that all statements and representations made by or on behalf of the Contractor in the Affidavit of Compliance, Attachment K to the City of Naperville Job Order Contract Number 11-082, attached as Exhibit A to Village of Carol Stream Job Order Contract Number 015450.00, are true and correct.

Dated: 5/31, 2013

By:  Anthony Izzi
Authorized Agent of Contractor (Signature) (Printed)

Subscribed and sworn to before me
this 31 day of May, 2013.


Notary Public

[SEAL]



AGENDA ITEM

H-1 6-3-13

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 11, ARTICLE 2 OF THE
CAROL STREAM CODE OF ORDINANCES BY INCREASING
THE NUMBER OF CLASS P LIQUOR LICENSES FROM 2 TO 3
(PARENT PETROLEUM RETAIL, INC. d/b/a
THE PRIDE OF CAROL STREAM, 260 SCHMALE ROAD)**

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: That Chapter 11, Article 2 of the Carol Stream Code of Ordinances, Classification of Liquor Licenses, be and the same is hereby amended by increasing the number of Class P Liquor Licenses from two (2) to three (3).

SECTION 2: This Ordinance amending Chapter 11 of the Code of Ordinances of the Village of Carol Stream 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 its passage and approval by law.

PASSED AND APPROVED THIS 3rd DAY OF JUNE, 2013.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

AGENDA ITEM

H-2 6-3-13

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 11, ARTICLE 2 OF THE
CAROL STREAM CODE OF ORDINANCES BY INCREASING
THE NUMBER OF CLASS F LIQUOR LICENSES FROM 6 TO 7
(T&T ENTERTAINMENT LLC. d/b/a
TRACY'S CAFE, 465 THORNHILL DRIVE)**

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: That Chapter 11, Article 2 of the Carol Stream Code of Ordinances, Classification of Liquor Licenses, be and the same is hereby amended by increasing the number of Class F Liquor Licenses from six (6) to seven (7).

SECTION 2: This Ordinance amending Chapter 11 of the Code of Ordinances of the Village of Carol Stream 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 its passage and approval by law.

PASSED AND APPROVED THIS 3rd DAY OF JUNE, 2013.

AYES:

NAYS:


ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Mayor and Trustees
FROM: Joseph E. Breinig, Village Manager 
DATE: May 31, 2013
RE: Ordinance 2013-05-22 and Ordinance 2013-05-23

On May 20, 2013 Ordinances 2013-05-22 and 2013-05-23 were approved decreasing and increasing the number of Class C liquor licenses respectively. Prior to the May 20 meeting Niki's of Schaumburg, Inc. d/b/a Joe's Liquor Cabinet advised Mayor Saverino and staff that their business located at 180-182 N. Gary Avenue was to be sold to NBC Liquor & Tobacco, Inc. d/b/a NBC Liquor and Tobacco. Subsequent to the Village Board action staff has learned that the transaction was not consummated and that the business remains Joe's Liquor Cabinet.

Attached you will find an ordinance reversing the actions taken on May 20. Staff has advised the parties that no further action will be taken without documentation of the closing on the transaction. I apologize for any confusion.

JEB/td
Attachments

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 11, ARTICLE 2 OF THE
CAROL STREAM CODE OF ORDINANCES BY DECREASING
THE NUMBER OF CLASS C LIQUOR LICENSES FROM 20 TO 19
(NBC LIQUOR & TOBACCO, INC. d/b/a NBC LIQUOR AND TOBACCO,
180-182 N. GARY AVENUE)**

and

**AMENDING CHAPTER 11, ARTICLE 2 OF THE CAROL STREAM CODE OF
ORDINANCES BY INCREASING THE NUMBER OF CLASS C LIQUOR LICENSES
FROM 19 TO 20 (NIKI'S OF SCHAUMBURG, INC. d/b/a JOE'S LIQUOR CABINET,
180-182 N. GARY AVENUE)**

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: That Chapter 11, Article 2 of the Carol Stream Code of Ordinances,
Classification of Liquor Licenses, be and the same is hereby amended by decreasing
the number of Class C Liquor Licenses from twenty (20) to nineteen (19).

SECTION 2: That Chapter 11, Article 2 of the Carol Stream Code of
Ordinances, Classification of Liquor Licenses, be and the same is hereby amended by
increasing the number of Class C Liquor Licenses from nineteen (19) to twenty (20).

SECTION 3: This Ordinance amending Chapter 11 of the Code of Ordinances of
the Village of Carol Stream shall be reprinted in the loose-leaf volume, which bears
that title.

SECTION 4: This Ordinance shall be in full force and effect from and after its
passage and approval by law.

PASSED AND APPROVED THIS 3rd DAY OF JUNE, 2013.

AYES:

NAYS:

ABSENT:

ATTEST:

Frank Saverino, Sr., Mayor

Beth Melody, Village Clerk

ORDINANCE NO. 2013-05-22

**AN ORDINANCE AMENDING CHAPTER 11, ARTICLE 2 OF THE
CAROL STREAM CODE OF ORDINANCES BY DECREASING
THE NUMBER OF CLASS C LIQUOR LICENSES FROM 20 TO 19
(JOE'S LIQUOR CABINET, 180-182 N. GARY AVENUE))**

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: That Chapter 11, Article 2 of the Carol Stream Code of Ordinances, Classification of Liquor Licenses, be and the same is hereby amended by decreasing the number of Class C Liquor Licenses from twenty (20) to nineteen (19).

SECTION 2: This Ordinance amending Chapter 11 of the Code of Ordinances of the Village of Carol Stream 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 its passage and approval by law.

PASSED AND APPROVED THIS 20TH of MAY, 2013.

AYES: Trustees LaRocca, Gieser, Frusolone, Weiss Schwarze and
McCarthy

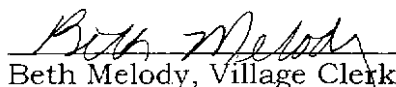
NAYS: None

ABSENT: None



Frank Saverino, Sr., Mayor

ATTEST:



Beth Melody, Village Clerk

ORDINANCE NO. 2013-05-23

**AN ORDINANCE AMENDING CHAPTER 11, ARTICLE 2 OF THE
CAROL STREAM CODE OF ORDINANCES BY INCREASING
THE NUMBER OF CLASS C LIQUOR LICENSES FROM 19 TO 20
(NBC LIQUOR & TOBACCO, INC., 180-182 N. GARY AVENUE)**

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: That Chapter 11, Article 2 of the Carol Stream Code of Ordinances, Classification of Liquor Licenses, be and the same is hereby amended by increasing the number of Class C Liquor Licenses from nineteen (19) to twenty (20).

SECTION 2: This Ordinance amending Chapter 11 of the Code of Ordinances of the Village of Carol Stream 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 its passage and approval by law.

PASSED AND APPROVED THIS 20th DAY OF MAY, 2013.

AYES: Trustees LaRocca, Gieser, Frusolone, Weiss, Schwarze and
McCarthy

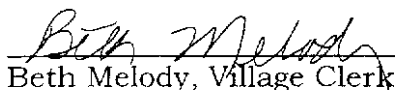
NAYS: None

ABSENT: None



Frank Saverino, Sr., Mayor

ATTEST:



Beth Melody, Village Clerk

AGENDA ITEM

I-1 6-3-13

Village of Carol Stream Interdepartmental Memo

TO: Joe Breinig, Village Manager

FROM: Philip J. Modaff, Director of Public Works 

DATE: May 23, 2013

RE: Annual MFT Appropriation Resolution

The Village is required annually to submit to the Illinois Department of Transportation (IDOT) an estimate of annual street maintenance costs, to be accompanied by a Resolution approved by the Village Board appropriating MFT funds for the specified maintenance purposes. During a recent IDOT audit of MFT records it was found that an annual resolution for general maintenance expenses for 2003 had not been filed.

As directed by IDOT staff I have prepared the attached Resolution which will bring the Village into compliance with the requirement to identify the costs associated with MFT work planned and performed during calendar year 2003. All of the expenses related to this Resolution have already been paid out by the Village and adoption will not result in any additional expenditure.

Therefore, I am recommending that the Village Board approve the attached Resolution for Maintenance of Streets and Highways By Municipality Under the Illinois Highway Code for the period January 1, 2003 through December 31, 2003 and Municipal Estimate of Maintenance Costs for the same period;



BE IT RESOLVED, by the 1 _____ of the
(Council or President and Board of Trustees)
Village _____ of Carol Stream, Illinois, that there is hereby
(City, Town or Village) (Name)
appropriated the sum of \$159,451.02 of Motor Fuel Tax funds for the purpose of maintaining
streets and highways under the applicable provisions of the Illinois Highway Code from January 1, 2003
(Date)
to December 31, 2003
(Date)

BE IT FURTHER RESOLVED, that only those streets, highways, and operations as listed and described on the approved Municipal Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that the Clerk shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

BE IT FURTHER RESOLVED, that the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at Schaumburg, Illinois.

I, Beth Melody Clerk in and for the Village
(City, Town or Village)
of Carol Stream, County of DuPage
hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by
the Mayor and Board of Trustees at a meeting on June 3, 2013
(Council or President and Board of Trustees) Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 3rd day of June, 2013

(SEAL) _____ Carol Stream Clerk
(City, Town or Village)

Approved

Date
Department of Transportation

Regional Engineer



Period from 01/01/2003 to 12/31/2003

Section Number 03 - 00000 - 00 - GM
Municipality Village of Carol Stream

Estimated Cost of Maintenance Operations

Table with columns: Maintenance Operation (No. - Description), Group (I,II,III,IV), For Group I, II, or III (Material, Equipment or Labor) (Item, Unit, Quantity, Unit Price, Cost), and Operation Cost. Includes rows for Traffic Signal Operation, Snow & Ice Control, Bituminous Materials, Granular Surface Repair, P.C.C., Street Lighting, and Traffic Control. Totals: Total Day Labor Costs, Total Estimated Maintenance Operation Cost (\$159,451.02), Total Estimated Engineering Cost, Total Estimated Maintenance Cost (\$159,451.02).

Submitted: 05/17/2013 Date Approved: Date
By: Dir Public Works Title Municipal Official Regional Engineer

Submit Four (4) Copies to Regional Engineer

Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

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

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

DATE: May 30, 2013

RE: **Agenda Item for the Village Board Meeting of June 3, 2013:
Resolution of Support for Application to CMAP for Assistance in
the Preparation of a Comprehensive Plan for Carol Stream**

PURPOSE

The purpose of this memorandum is to summarize the Chicago Metropolitan Agency for Planning's (CMAP) Local Technical Assistance Program, and request Village Board approval of a Resolution of Support for the Village's application for CMAP staff assistance in the preparation of a new Comprehensive Plan.

DISCUSSION

In 2005, the Illinois General Assembly formed CMAP to integrate land use and transportation planning for the Chicago metropolitan region. (The Northeastern Illinois Planning Commission, "NIPC", and the Chicago Area Transportation Study, "CATS", were consolidated within CMAP). In October 2010, CMAP adopted the *Go To 2040 Regional Comprehensive Plan* for the Chicago area. Also in October 2010, CMAP received a \$4.25 million Sustainable Communities Regional Planning grant from the U.S. Department of Housing and Urban Development (HUD) to facilitate the implementation of the *Go To 2040* plan.

To accomplish local implementation of the principles of the *Go To 2040 Plan*, CMAP created the Local Technical Assistance (LTA) program. Through the LTA program, successful applicants receive CMAP assistance to undertake planning studies that are consistent with the principles of *Go To 2040*. One type of project eligible for assistance through the LTA program is the development of community comprehensive plans. (As you may recall, the Village applied to CMAP for LTA program in 2012, but our application was not selected for CMAP assistance.)

Carol Stream's Current Comprehensive Plan

The Village's current Comprehensive Plan, prepared by the DuPage County Regional Planning Commission, was adopted in 1982. Good planning practice dictates that Comprehensive Plans should be prepared every ten years, and should be updated at the five-year midpoint. It should come as no surprise that the Village's 1982 Comprehensive Plan no longer has value as a land use and planning policy document for the community.

Budget Considerations

Starting in 2006, at the beginning of each year's budget process, Community Development staff has suggested that the Village should include funds in the Long-Range Planning Program budget to hire a consultant to prepare a comprehensive plan. In goal setting sessions and retreats, the Village Board has acknowledged the need for a new comprehensive plan. However, due to difficult economic conditions over the past several years, the Village has been unable to allocate funds for consultant services for the preparation of a comprehensive plan. With economic conditions and Village revenues improving, the current FY13/14 budget allocates \$100,000 for consultant services to prepare a comprehensive plan. However, with the recent threat that the state may withhold Village revenues to address its own fiscal problems, the budget allocation for consultant services has been frozen until the state's actions are known.

Local Technical Assistance Program – Call for Projects

CMAP recently announced its third Call for Projects for communities wishing to receive planning assistance through the LTA program. Last fall, after learning that our 2012 application was not selected, Community Development staff spoke with CMAP staff about ways our application could be strengthened. We believe it will take minimal time to update our application and resubmit it for the 2013 Call for Projects. Applications are due June 26, 2013. If our 2013 application is approved, CMAP staff resources would be provided to undertake the development of a new comprehensive plan. Community Development Department staff would closely monitor the project and be involved throughout the process.

CMAP has suggested that applicants should submit various examples of community support for their applications. This year, we have requested letters of support from State Senator Tom Cullerton, DuPage County Board member Jim Zay, and Mark Baloga, Executive Director of DuPage Mayors and Managers Conference. Village Board approval of the attached Resolution would provide a clear indication that the elected officials of the Village of Carol Stream are supportive of CMAP assistance for the completion of a new comprehensive plan for the Village.

RECOMMENDATION

If the Village Board wishes to pursue staff assistance from CMAP for a new comprehensive plan through its LTA program, the Board should approve the attached Resolution.

DTB:db

u:\comp plan\2013\comp plan resolution vb memo2.docx

RESOLUTION NO. _____

**A RESOLUTION IN SUPPORT OF AN APPLICATION BY THE VILLAGE OF
CAROL STREAM FOR ASSISTANCE FROM THE CHICAGO METROPOLITAN
AGENCY FOR PLANNING (CMAP) FOR THE PREPARATION OF A
COMPREHENSIVE PLAN**

WHEREAS, in October 2010, CMAP, which is the regional planning agency for the seven-county area comprising northeastern Illinois, was awarded a Sustainable Communities Regional Planning grant by the U.S. Department of Housing and Urban Development to assist with the implementation of CMAP's *Go To 2040* Regional Comprehensive Plan; and

WHEREAS, CMAP administers a Local Technical Assistance (LTA) Program, through which CMAP offers planning assistance to municipalities and counties in the region to advance the principles of its *Go To 2040* Plan; and

WHEREAS, CMAP recognizes that in today's challenging economic and fiscal times, many communities are having difficulty allocating sufficient resources to undertake proactive long-range planning projects; and

WHEREAS, the Village of Carol Stream's last Comprehensive Plan was prepared in 1982; and

WHEREAS, best practices in community planning suggest that new comprehensive plans should be developed every 10 years, with updates being prepared at the five-year mid-point; and

WHEREAS, due to economic conditions and budgetary constraints, the Village has been unable to allocate the funds necessary to allow for the hiring of a planning consultant to assist in the preparation of a new Comprehensive Plan; and

WHEREAS, the Village's in-house staff does not have the workload capacity to undertake a project as significant as a new Comprehensive Plan for the community; and

WHEREAS, the Village Board wishes to obtain input from the community regarding existing and emerging planning issues facing the Village as Carol Stream continues to move beyond its 50th anniversary; and

WHEREAS, at their goal setting session in July 2011, the Mayor and Trustees reiterated their support for the preparation of a new Comprehensive Plan for the Village.

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:

That the Village Board fully supports the Request for Assistance from CMAP, through their LTA Program, for assistance in the preparation of a new comprehensive plan for the Village of Carol Stream, and hereby authorizes staff to submit an application to CMAP to obtain assistance through the Local Technical Assistance Program.

PASSED AND APPROVED THIS 3rd DAY OF JUNE, 2013.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr. Mayor

ATTEST:

Beth Melody, Village Clerk

RESOLUTION NO. _____

ACCEPTING THE UPDATED DUPAGE COUNTY NATURAL HAZARDS MITIGATION PLAN

WHEREAS, the Village of Carol Stream is subject to natural hazards, such as, floods, severe summer and winter storms tornadoes, extreme heat events, and

WHEREAS, natural hazards can damage property, close businesses, disrupt traffic, can threaten lives, and present public health and safety hazards; and

WHEREAS, the DuPage County Natural Hazards Mitigation Workgroup has prepared a recommended *DuPage County Natural Hazards Mitigation Plan* that reviews the Village's options to protect people and reduce damage from the hazards; and

WHEREAS, the Village has actively participated in the development of the *DuPage County Natural Hazards Mitigation Plan*; and

WHEREAS, the recommended *DuPage County Natural Hazards Mitigation Plan* has been presented for review by residents, federal, state and regional agencies;

NOW THEREFORE, BE IT RESOLVED THAT I, MAYOR FRANK SAVERINO SR. & THE CAROL STREAM BOARD OF TRUSTEES, DUPAGE COUNTY, ILLINOIS, in the exercise of its home rule powers that:

1. The *DuPage County Natural Hazards Mitigation Plan* is hereby adopted as the official plan of the Village of Carol Stream.
2. The *DuPage County Natural Hazards Mitigation Plan* identifies a series of action items. The following action items are hereby assigned to the noted person or department of the Village. The designated person or department shall be responsible for the implementation of the action item, provided that resources are available, by the deadline listed in the Plan.
 - A. Improvement of Building Code Effectiveness Grading Schedule (BCEGS) Rating
 - B. Urban Forestry - Participation in Tree City USA
 - C. Community Rating System Participation
 - D. Community Rating System Information Workshop
 - E. Property Protection Checklist
 - F. Property Protection Projects
 - G. Continued Watershed Management
 - H. Structural Flood Control Projects
 - I. Stream Maintenance Programs
 - J. Participation in StormReady
 - K. Identification of Floodplain Structures
 - L. Review of Critical Facilities
 - M. Development of Flood Stage Maps
 - N. Seek Mitigation Grant Funding for Additional Mitigation Planning Cost Beneficial Projects
 - O. Development of a Public Information Strategy
 - P. Property Protection References

3. **Perry Johnson of the Carol Stream Fire Protection District** is hereby appointed as the Village's representative on the DuPage County Natural Hazards Mitigation Workgroup. The offices charged with implementation of action items in Section 2 shall keep the representative advised of their progress and recommendations.

PASSED AND APPROVED this the 3rd day of June, 2013.

AYES:

NAYS:

ABSENT:

Frank Saverino Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

RESOLUTION NO. _____

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

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

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

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

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

SECTION 1: That the Mayor and Board of Trustees of the Village of Carol Stream find that the following personal property:

- | | |
|------------------------|-------------------|
| 1. 2007 Chevrolet HHR | 3GNDA23D97S533502 |
| 2. 1988 Ford Ranger | 1FTBR10T1JUD89322 |
| 3. 1990 Chevrolet 1500 | 2GCEC19K7L1132267 |

now owned by the Village of Carol Stream, is no longer useful and authorize the sale by auction per the attached memorandum dated May 28, 2013.

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 3rd DAY OF JUNE, 2013.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager

REVIEWED AND APPROVED BY: Chief Kevin Orr 

FROM: Sgt. Glenn Harker

DATE: 5/28/2013

RE: Surplus vehicles for auction

Request to declare three seized vehicles awarded to Village as surplus for sale via the America's Auto Auction INC.

The three seized vehicle below have been awarded to the Village via seizure laws of the Illinois Compiled Statutes. I would like these vehicles declared as surplus so that they can go to auction.

- | | | |
|----|---------------------|-------------------|
| 1) | 2007 Chevrolet HHR | 3GNDA23D97S533502 |
| 2) | 1988 Ford Ranger | 1FTBR10T1JUD89322 |
| 3) | 1990 Chevrolet 1500 | 2GCEC19K7L1132267 |

Village of Carol Stream
Interdepartmental Memo

DATE: May 29, 2013
TO: Mayor Frank Saverino Sr. & the Village Board of Trustees
FROM: Christopher M. Oakley, Asst. to the Village Manager
RE: **Resolution Authorizing the Transfer of 2 Gary Ave. Right-of-Way Parcels**

The long-awaited Gary Ave. Improvement project is underway which will include a significant redesign of this heavily-travelled DuPage County roadway from Army Trail Rd. on the north to Illinois Route 64 on the south. When completed this project will improve traffic safety for the more than 27,500 motorists with the addition of dedicated turn lanes, widened lanes, continuous flush medians, improved drainage features, modernize traffic signals and a future pedestrian pathway. The project is currently in the pre-construction phase and DuPage County has requested the Village to transfer two individual rights-of-way along the stretch of roadway needed for the project.

To facilitate the transfer of the requested rights-of-way, a resolution to formalize the property transaction is attached along with supporting documentation to include legal descriptions as well as engineering plats of survey detailing the two subject right-of-way parcels. Please include this matter on the upcoming June 3rd agenda for consideration by the Village Board of Trustees.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING TRANSFER OF REAL ESTATE TO DUPAGE COUNTY

WHEREAS, the Board of Trustees of the Village of Carol Stream, DuPage County, Illinois is the legal owner-of-record of 18,298 sq. ft. of Gary Ave. right-of-way legally described in Exhibit A that it has determined are unnecessary for use by the Village; and

WHEREAS, the Board of Trustees of the Village of Carol Stream, DuPage County, has agreed to transfer the following right-of-way parcels to DuPage County for the Gary Ave. Improvement Project:

- 02-20-403-006** (Stormwater Retention Pond @ NW intersection of Gary Ave. & Lies Rd.)
- 02-29-100-006** (Vacant Parcel located at 854 N. Lies Rd.); and

WHEREAS, DuPage County, Illinois has been organized for the purpose of providing a host of public goods and services including the construction and maintenance of a county roadway system and, to this end, approved resolution DT0005-13 on February 26, 2013 which gave the DuPage Engineer authorization to acquire property along Gary Ave. to facilitate construction of the Gary Ave. Improvement Project; and

WHEREAS, the Village and DuPage County are municipal governments within the meaning of the Illinois Local Government Property Transfer Act (CH.50, ILCS Par. 605/1, et seq. (1993) and hereby agrees to convey the interests in the aforesaid real estate to DuPage County pursuant to the authority conferred by the Illinois Local Government Property Transfer Act; and

WHEREAS, the Board of Trustees finds and determines that it is in the best interests of the Village to convey the subject property to DuPage County without cost.

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 Village of Carol Stream hereby agrees to dedicate requested rights-of-way to DuPage County for the Gary Ave. Improvement Project.

SECTION 2: The Mayor and Village Clerk are hereby authorized and directed to execute a Quit Claim deed transferring the subject parcels to DuPage County and to execute other documents and take additional actions as may be necessary to complete the property transfer.

SECTION 3: This resolution shall be in full force and effect from and after the date of its passage and approval by law.

PASSED AND APPROVED THIS 3rd DAY OF JUNE, 2013

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

R E S O L U T I O N

DT-0005-13

CONDEMNATION AUTHORIZATION
PROPERTY ACQUISITION ALONG CH 23/GARY AVENUE
FROM ILLINOIS ROUTE 64 TO ARMY TRAIL ROAD
SECTION 11-00237-10-WR

WHEREAS, the County of DuPage, by and through the DuPage County Division of Transportation has conducted traffic studies and has analyzed the accident experience, roadway capacity and pavement condition of CH 23/Gary Avenue, from Illinois Route 64 to Army Trail Road, Section 11-00237-10-WR; and

WHEREAS, the DuPage County Division of Transportation has determined that in order to provide for the safety of the motoring and non-motoring public and enhanced flow of traffic, it is necessary to widen and improve CH 23/Gary Avenue, from Illinois Route 64 to Army Trail Road, (hereinafter referred to as PROJECT).

NOW, THEREFORE, BE IT RESOLVED, by the DuPage County Board that the PROJECT be constructed by the DuPage County Division of Transportation; and

BE IT FURTHER RESOLVED, that it is hereby determined by the DuPage County Board that it is necessary that the County of DuPage acquire the necessary legal interests in real property as identified on the PROJECT plans (hereinafter referred to as PLANS), incorporated herein by reference, to facilitate construction of the PROJECT and that said real property is necessary for said public highway purposes and that the real property is located wholly within the corporate boundaries of the County of DuPage; and

BE IT FURTHER RESOLVED, that the DuPage County Engineer, or his designee is hereby authorized, empowered and directed to negotiate for and on behalf of the County of DuPage with the owner, or owners of the real property within the PROJECT limits for the purpose of acquisition of the necessary legal interests in said real property by the County of DuPage; and

BE IT FURTHER RESOLVED, that in the event that the DuPage County Engineer, or his designee, is unable to reach an agreement with the owners of the needed real property identified in the PLANS for the compensation to be paid therefore, then the necessary legal interests in and possession of said real property shall be acquired by the County of DuPage through eminent domain and the State's Attorney of DuPage County is hereby authorized, empowered and directed to institute eminent domain proceedings in a court of competent jurisdiction to acquire the necessary legal interests in and possession of said real property in the name of the County of DuPage in accordance with 605 Illinois Compiled Statutes, 5/5-801 and laws of the State of Illinois; and

BE IT FURTHER RESOLVED, that this Resolution shall take effect and be in full force from the date of its passage.

Enacted and approved this 26th day of February, 2013, at Wheaton, Illinois.

Daniel J. Cronin, Chairman
DuPage County Board

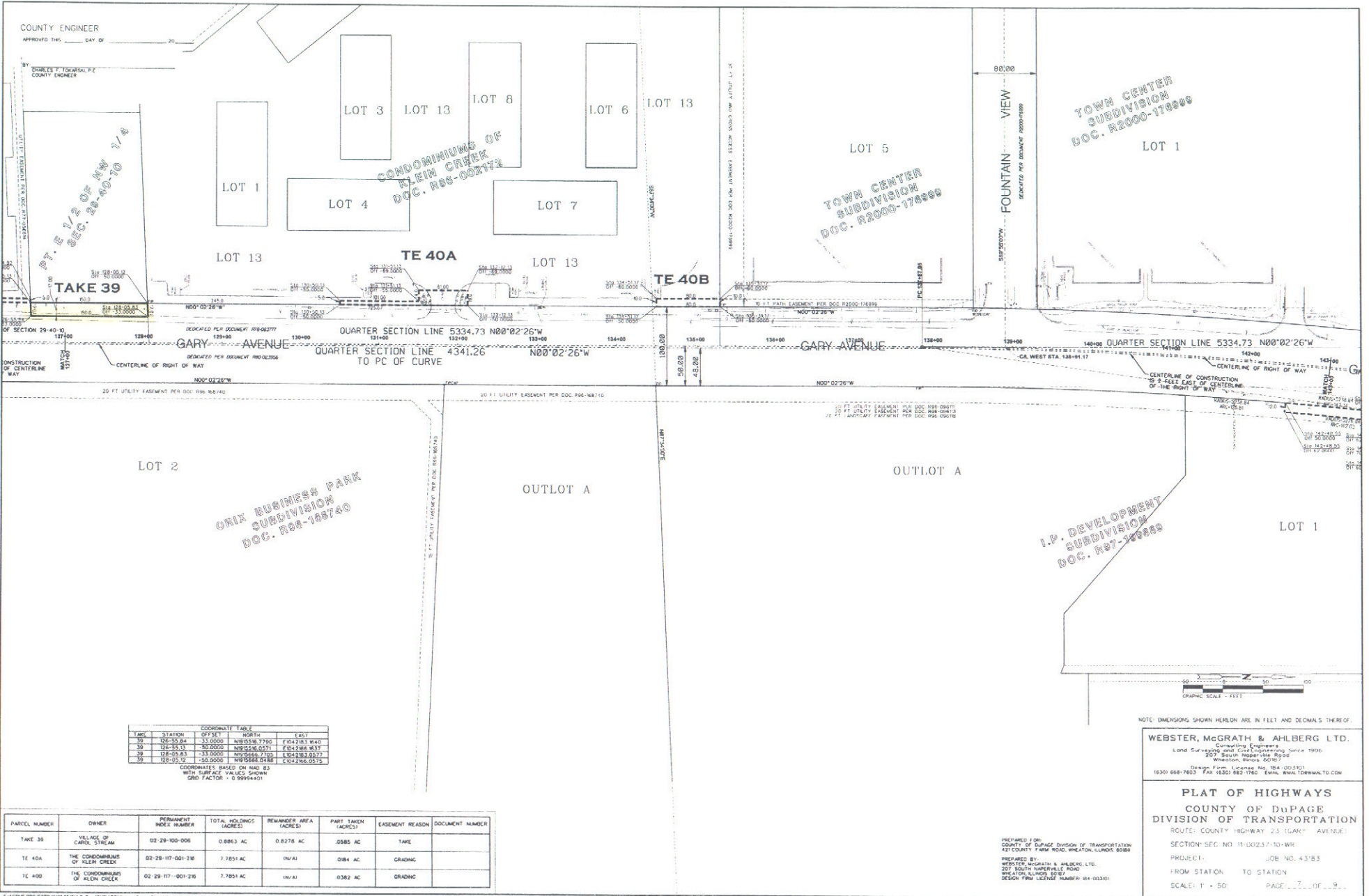
ATTEST:

Gary A. King, County Clerk

COUNTY ENGINEER

APPROVED THIS _____ DAY OF _____ 20____

BY CHARLES T. GOWRINSKI, P.E.
COUNTY ENGINEER



TAKE	STATION	OFFSET	NORTH	EAST
39	126+55.84	-33.0000	N89°58' 7.95"	E64°28' 1.84"
39	126+55.13	-50.0000	N89°58' 0.571"	E64°28' 46.637"
39	126+55.83	-33.0000	N89°58' 7.95"	E64°28' 3.0277"
39	126+05.17	-50.0000	N89°58' 0.118"	E64°28' 0.975"

COORDINATES BASED ON NAD 83
WITH SURFACE VALUES SHOWN
GRID FACTOR = 0.99994401

PARCEL NUMBER	OWNER	PERMANENT INDEX NUMBER	TOTAL ACRES	REMAINDER AREA (ACRES)	PART TAKEN (ACRES)	EASEMENT REASON	DOCUMENT NUMBER
TAKE 39	VILLAGE OF CAROL STREAM	02-29-100-008	0.8063 AC	0.8278 AC	0.0885 AC	TAKE	
TE 40A	THE CONDOMINIUMS OF KLEN CREEK	02-28-117-001-218	7.7851 AC	IN/A	0.184 AC	GRADING	
TE 40B	THE CONDOMINIUMS OF KLEN CREEK	02-29-117-001-278	7.7851 AC	IN/A	0.382 AC	GRADING	

NOTE: DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

WEBSTER, McGRATH & AHLBERG LTD.
Consulting Engineers
Land Surveying and Land Engineering Since 1906.
207 South Naperville Road
Naperville, Illinois 60563
Design Firm License No. 184-003101
630) 698-7823 FAX 630) 682-1762 EMAIL: WWW.TDM@MAIL.COM

PLAT OF HIGHWAYS
COUNTY OF DuPAGE
DIVISION OF TRANSPORTATION
ROUTE: COUNTY HIGHWAY 23 (GARY AVENUE)
SECTION: SEC. NO. 18-0023710-WR
PROJECT: JOB NO. 43/B3
FROM STATION TO STATION
SCALE: 1" = 50' PAGE 17 OF 19

PREPARED FOR:
COUNTY OF DU PAGE DIVISION OF TRANSPORTATION
431 COUNTY FARM ROAD, WHEATON, ILLINOIS 60689
PREPARED BY:
WEBSTER, McGRATH & AHLBERG, LTD.
207 SOUTH NAPERVILLE ROAD
NAPERVILLE, ILLINOIS 60563
DESIGN FIRM LICENSE NUMBER: 184-003101

E:\ACTIVE\PROJECTS\183-30410 DuPage\GIS\022Highway_Survey\Plat of Highway\Plate.dwg 10/1/10

EXHIBIT A

PIN: 02-29-100-006

PARCEL NUMBER: TAKE 39

OWNER: VILLAGE OF CAROL STREAM

LEGAL DESCRIPTION OF PARCEL TAKE

THE EAST 50 FEET OF THE FOLLOWING TRACT OF LAND: THE NORTH 150 FEET OF THE SOUTH 671.75 FEET AS MEASURED ON THE EAST LINE AND PARALLEL THERETO, OF THE EAST 290.66 FEET MEASURED ON THE SOUTH LINE AND PARALLEL THERETO OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DU PAGE COUNTY, ILLINOIS (EXCEPTING THAT PART THEREOF PREVIOUSLY DEDICATED FOR ROAD PURPOSES AND KNOWN AS GARY AVENUE).

CONTAINING 2550 SQUARE FEET

COUNTY ENGINEER
APPROVED THIS _____ DAY OF _____ 20____

BY CHARLES T. TOSWICK, P.E.
COUNTY ENGINEER

**TOWN CENTER
SUBDIVISION
DOC. R2000-170000**

NORTH QUARTER CORNER OF
SECTION 29-40-10 PER
MONUMENT RECORD R2011-037007
N007646W

OLD GARY AVENUE
OLD GARY AVENUE REDCORP SEPTEMBER 1988

CURVE DATA
DELTA=16°00'
D=1°05'
TANGENT=743.30
LENGTH=1476.92
RADIUS=5288.84

**I.P. DEVELOPMENT
SUBDIVISION
DOC. R07-10000**

**TALLORASE TOWN SQUARE
SUBDIVISION
DOC. R2008-110471**

**PT. W 1/2 OF THE SE 1/4
SECTION 20-40-10**

**GARY AND LIES
DEVELOPMENT SUBDIVISION
R2000-114504**

PARCEL NUMBER	OWNER	PERMANENT HOELY NUMBER	TOTAL HOLDINGS (ACRES)	REMAINDER AREA (ACRES)	PART TAKEN (ACRES)	EASEMENT REASON	DOCUMENT NUMBER
TAKE 41	VILLAGE OF CROOK STREAM	02-20-403-008	3.2648 AC	4.9033 AC	30.0 AC	TAKE	
TAKE 46	XXXX	02-20-404-014	1.4917 AC	1.4746 AC	0.071 AC	TAKE	
TE 47	XXXX	02-29-204-001	5.1370 AC	00/01	0.475 AC	GRADING	

TAKE	STATION	OFFSET	NORTH	EAST
46	148+85.28	80.0740	N917699.6291	E9042401.9270
46	148+86.79	80.5000	N917700.4454	E9042400.8422
46	148+88.26	50.0000	N917728.8498	E9042373.2662
46	148+04.54	50.0000	N917747.2432	E9042381.2079
41	148+14.56	60.9487	N917859.9725	E904244.2601
41	148+26.77	-50.0000	N917933.8495	E9042368.0742
41	148+33.20	-72.8846	N917973.7041	E9042347.4889
41	148+64.79	-71.0000	N917972.1980	E9042324.5201
41	148+79.88	-71.0000	N918004.3348	E9042260.9636
41	152+14.04	-50.0000	N918076.3448	E9042334.9083
41	152+39.73	-60.0000	N918195.2765	E9042387.3840
41	157+18.03	-50.0000	N918265.0816	E9042654.2178
41	157+48.03	-80.0000	N918267.8374	E9042494.6625
41	159+15.00	-50.0000	N918740.8430	E904244.8447
41	159+11.80	-60.0000	N918743.5268	E9042335.8322

COORDINATES BASED ON NAD 83
WITH SURFACE VALUES SHOWN
GRID FACTOR = 0.9999401

PREPARED FOR:
COUNTY OF DU PAGE DIVISION OF TRANSPORTATION
121 COUNTY FARM ROAD, WHEATON, ILLINOIS, 60189

PREPARED BY:
WEBSTER, McGRATH & AHLBERG, LTD.
207 EDWIN HARRISVILLE ROAD
WHEATON, ILLINOIS 60187
DESIGN FIRM LICENSE NUMBER: 04-003001

NOTE: DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

WEBSTER, McGRATH & AHLBERG LTD.
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18300 868-7603 FAX 630-862-1700 EMAIL: WWW@WEBMTO.COM

PLAT OF HIGHWAYS
COUNTY OF DuPAGE
DIVISION OF TRANSPORTATION
ROUTE: COUNTY HIGHWAY 23 (GARY AVENUE)
SECTION: SEC. NO. 11 00237-10 WR
PROJECT: JOB NO. 43-183
FROM STATION TO STATION
SCALE: 1" = 40' 50' PLOT NO. 8 OF 9



EXHIBIT A

PIN: 02-20-403-006

PARCEL NUMBER: TAKE 41

OWNER: VILLAGE OF CAROL STREAM

LEGAL DESCRIPTION OF PARCEL TAKE

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEINNING AT THE INTERSECTION OF THE NORTH LINE OF LIES ROAD PER DOCUMENT NO. R85-098560 AND THE WEST RIGHT OF WAY LINE OF RELOCATED GARY AVENUE PER DOCUMENT NO. R80-006941; THENCE WESTERLY ALONG SAID NORTH RIGHT OF WAY LINE, 20.39 FEET TO A POINT IN THE 33.0 FOOT WEST RIGHT OF WAY LINE OF OLD GARY AVENUE; THENCE NORTH ALONG SAID WEST 33.0 FOOT RIGHT OF WAY LINE, 39.75 FEET; THENCE EAST, PERPENDICULAR TO SAID WEST 33.0 FOOT RIGHT OF WAY LINE, 6.85 FEET TO A POINT IN A LINE THAT IS 21.0 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF RELOCATED GARY AVENUE AFORESAID; THENCE NORTHERLY ALONG SAID PARALLEL LINE BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 5359.84 FEET, AN ARC DISTANCE OF 319.26 FEET TO AN ANGLE POINT; THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 04 DEGREES 34 MINUTES 47 SECONDS TO THE RIGHT OF THE PROLONGATION OF THE TANGENT OF THE LAST DESCRIBED COURSE, 161.31 FEET TO A POINT IN A LINE WHICH IS 10.0 FEET NORTHWESTERLY OF AND PARALLEL WITH SAID WEST LINE OF RELOCATED GARY AVENUE; THENCE NORTHEASTERLY ALONG SAID PARALLEL LINE, 408.16 FEET TO A POINT OF CURVATURE IN SAID PARALLEL LINE; THENCE CONTINUING NORTHEASTERLY ALONG SAID PARALLEL LINE, BEING A CURVE TO THE LEFT, HAVING A RADIUS OF 4237.18 FEET, AN ARC DISTANCE OF 160.75 FEET TO A POINT; THENCE SOUTHEASTERLY, PERPENDICULAR TO THE WEST LINE OF SAID RELOCATED GARY AVENUE, 10.0 FEET TO A POINT IN SAID WEST LINE OF GARY AVENUE SO RELOCATED; THENCE SOUTHWESTERLY ALONG THE WEST LINE OF RELOCATED GARY AVENUE THE FOLLOWING THREE (3) COURSES: SOUTHWESTERLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 4247.18 FEET, AN ARC DISTANCE OF 161.13 FEET TO A POINT OF TANGENCY; THENCE SOUTHWESTERLY ALONG SAID TANGENT LINE, 483.99 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 5338.84 FEET, AN ARC DISTANCE OF 438.21 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

CONTAINING 15,748 SQUARE FEET

Village of Carol Stream
INTER-DEPARTMENTAL MEMO

TO: Mayor and Trustees

FROM: Robert Mellor, Assistant Village Manager *Rm*

DATE: May 31, 2013

RE: Carol Stream Youth Cheerleading Association - License Agreement

Attached is a request by the Carol Stream Youth Cheerleading Association (CSYCA) to enter into a license agreement to use the northwest field at the Ross Ferraro Town Center for cheerleading practices (see attached map showing proposed practice areas in green). You recall the prior 2 years the CSYCA made similar requests to use the west field of the Town Center for cheerleading practices. According to the CSYCA, there is still a shortage of Carol Stream Park District fields for use by the Association due to updates and changes being done at various Carol Stream Park District parks normally used for cheerleading practices. The Village Board has approved the CSYCA request the past 2 years and similar license agreements for other organizations (Carol Stream Panthers Soccer Club) to use Village property for practices. This year again, the Park District recreation center property to the south is under construction. This did not result in any traffic routing or safety issues with the use of the west field last year.

The CSYCA is requesting a license agreement to use the subject property on Mondays – Wednesdays between the hours of 6:00 p.m. – 9:00 p.m. from July 15, 2013 – August 15, 2013 and Mondays – Thursdays from August 19, 2013 – September 30, 2013. They would not use the field on Thursdays until after our last concert on August 15th to avoid any conflicts with Thursday night concerts. The requested use dates do not currently conflict with any other events scheduled for the Town Center. The Town Center generally has limited use during the requested times and dates. There are approximately 115 cheerleaders enrolled in the program this year (down from 190 last year) and the Association does not anticipate parking issues since practices are staggered and parents normally drop their cheerleaders off and do not park onsite. The license agreement requires the CSYCA to hold the Village harmless, name the Village as additional insured on their insurance policy and recognize that the Town Center facilities are being licensed “As Is” with no assurances from the Village that they were ever intended to be used for the purposes requested (i.e. sporting or athletic events). Noelle Miulli, President of the CSYCA, will be in attendance at the meeting on Monday should you have any questions.

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

Carol Stream Youth Cheerleading Association

May 30, 2013

Mr. Bob Mellor

Village of Carol Stream

500 North Gary Avenue

Carol Stream, IL. 60188

Dear Mr. Mellor:

First let me start off by thanking the Village of Carol Stream for allowing Carol Stream Youth Cheerleading to practice on Village property during our 2011 and 2012 cheer seasons. It is greatly appreciated by us and the Carol Stream families that are a part of our organization. It's a great feeling to know that our village is a supporter of youth sports.

We hope to have your continued support of our organization by allowing us to practice at The Ross Ferraro Town Center for our upcoming 2013 season. The days and times we are requesting are Monday –Wednesday 6pm-9pm starting July 15, 2013 through September 30, 2013 after the Concert series ends on August 15, 2013 we would like to add Thursdays if possible. We currently have 115 registrants in which 99.9% of them reside in Carol Stream. We will provide a copy of our insurance certificate and add The Village of Carol Stream as an additional insured. Feel free to contact me with any questions. We appreciate your time and consideration.

Sincerely,

Noelle Miulli

President, Carol Stream Youth Cheerleading Association

630-825-8425

csycacheer@gmail.com

www.csyca.com

**LICENSE AGREEMENT BETWEEN
THE VILLAGE OF CAROL STREAM
AND
THE CAROL STREAM YOUTH CHEERLEADING ASSOCIATION
PERMITTING THE ASSOCIATION TO UTILIZE
VILLAGE-OWNED LAND FOR CHEERLEADING PRACTICES**

WHEREAS, the Village owns property generally located at the southwest corner of Gary Avenue and Lies Road, commonly known as Ross Ferraro Town Center (hereinafter referred to as the "Subject Property"); and

WHEREAS, there currently exists a shortage of Carol Stream Park District fields for use by the not-for-profit Carol Stream Youth Cheerleading Association due to updates and changes being done at various Carol Stream Park District parks normally used for cheerleading practices, thereby requiring the Carol Stream Youth Cheerleading Association to seek fields at other locations in Carol Stream; and

WHEREAS, the Village has allowed other not-for-profit organizations to utilize Village owned property for club activities; and

WHEREAS, the Village is willing to permit the Carol Stream Youth Cheerleading Association, through this license agreement, to utilize a portion of the Subject Property for cheerleading practice subject to the terms and conditions of this agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN, the Village of Carol Stream ("Village") and the Carol Stream Youth Cheerleading Association ("CSYCA") do agree, as follows:

1. Subject to the terms and conditions contained within this license agreement, the CSYCA may utilize a portion of the Subject Property as follows:

Location

Northwest field at Ross Ferraro Town Center generally west of the parking lot and the lawn area by the gazebo, on the paved tent pad, east of the west field, north of the parking lot and south of the Lies Road pond pathway as depicted on the attached Exhibit "A" map.

Dates & Hours of Use

July 15, 2013 through August 15, 2013

6:00 p.m. – 9:00 p.m.

Monday, Tuesday and Wednesday; and,

August 19, 2013 through September 30, 2013

6:00 p.m. – 9:00 p.m.

Monday, Tuesday, Wednesday and Thursday

2. The CSYCA shall hold harmless, defend and indemnify the Village, its officers, employees and independent contractors, against any claims, demands, suits or judgments entered against the aforesaid parties arising out of or associated in any way with activities pursuant to this license agreement. The CSYCA shall not be responsible for any activity, which is not related in any way to programs, sponsored by or permitted to take place on the Subject Properties. The CSYCA shall maintain a general liability insurance policy of the type and limits as contained in Attachment "B". In addition the CSYCA, pursuant to this agreement, shall name the Village and the other parties listed above as additional insured under any general liability insurance policy to which it is a party. The obligation to hold harmless, defend and indemnify is also intended by the parties to constitute a contract sufficient to cause the implementation of any contractual liability provision contained with any insurance contract.
3. CSYCA practices shall not conflict with Village use of Subject Property.
4. The CSYCA agrees to use the Subject Property "As Is" with no assurances from the Village that subject property was ever intended to be used for cheerleading practices or other sporting events.
5. The use of Subject Property by the CSYCA shall take place only between the hours specified in Section 1 above.
6. The CSYCA shall instruct its coaches and players' parents to park vehicles only in the designated paved parking areas.
7. The CSYCA shall cause all litter and trash to be removed after each practice.
8. The license agreement fee shall be \$1.00 payable upon execution of this agreement.
9. The Village shall cut the grass at regularly scheduled intervals based on its annual mowing schedule. At the end of the period set forth in this license agreement the CSYCA will return the Subject Property to the Village in the same condition in which it received it, normal wear and tear excepted. In the event the use should cause a deterioration in the quality or quantity of the grass which currently covers the Subject Property, the Village, at its reasonable discretion may require the CSYCA to re-seed and maintain those damaged portions of the Subject Property until a mature growth of grass occurs or undertake that work and bill the CSYCA for its actual personnel and equipment costs.
10. This agreement shall remain in effect until September 30, 2013. Either party may cancel this license agreement upon thirty (30) days prior written notice, but said cancellation shall not affect the obligation of the Carol Stream Youth Cheerleading Association to hold harmless, defend and indemnify for any events, which took place during the term of the agreement.

DATED THIS ___ DAY OF _____, 2013.

VILLAGE OF CAROL STREAM

CAROL STREAM YOUTH
CHEERLEADING ASSOCIATION

Frank Saverino, Sr., Mayor

Noelle Miulli, President

EXHIBIT "A"



Village of Carol Stream
 Schedule of Bills
 For Village Board Approval on June 3, 2013

AGENDA ITEM
K-1 6-3-13

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
B & F TECHNICAL CODE					
PLAN REVIEW 606 E NORTH AVE	200.00	01643700-52253	CONSULTANT	37115	
PLAN RVW 106 E NORTH AVE	1,369.37	01643700-52253	CONSULTANT	37146	
	<u>1,569.37</u>				
BLOOMINGDALE TOWNSHIP					
MOSQUITO MNGMNT SERV MAY 2013	8,409.50	01670100-52269	MOSQUITO ABATEMENT	409	
	<u>8,409.50</u>				
CHRISTOPHER B BURKE ENGR LTD					
PROF SERV FRM MAR 3-APRL 27 2013 CAPUTO'S	1,619.50	01621900-52253	CONSULTANT	110770	
PROF SERV MAR 3-APRL 27 2013 720 CENTER	1,086.50	01621900-52253	CONSULTANT	110768	
PROF SERV'S FRM MAR 3 THRU APRL 27 2013	500.00	01621900-52253	CONSULTANT	110769	
	<u>3,206.00</u>				
CITY COMMUNICATIONS INC					
FIRE ALARM TEST	199.00	01670400-52244	MAINTENANCE & REPAIR	30898	
	<u>199.00</u>				
COMCAST CABLE					
SRV FOR JUNE 2013	79.90	01652800-52234	DUES & SUBSCRIPTIONS	8771 20 180 0010112	
	<u>79.90</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on June 3, 2013**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
COMED					
SERV FRM 3/22- 5/20 2013	1,053.24	01670300-53213	STREET LIGHT ELECTRICITY	5853045025MAY/13	
SERV FRM 4/12 THRU 5/13 2013	25.86	01670600-52248	ELECTRICITY	6827721000MAY/2013	
SERV FRM 4/20 - 5/21 2013	42.19	04101500-52248	ELECTRICITY	2073133107MAY/13	
SERV FRM 4/20 - 5/22 2013	39.07	01670300-53213	STREET LIGHT ELECTRICITY	1043062112MAY/13	
SERV FRM 4/22 - 5/20 2013	90.96	01670600-52248	ELECTRICITY	6337409002MAY/13	
SERV FRM 4/22 - 5/20 2013	221.30	01670300-53213	STREET LIGHT ELECTRICITY	6213120002MAY/13	
SERV FRM 4/22 - 5/21 2013	515.67	04101500-52248	ELECTRICITY	2496057000MAY/13	
SERV FRM 4/22 - 5/22 2013	61.63	01670300-53213	STREET LIGHT ELECTRICITY	0030086009MAY/13	
SERV FRM 4/22 - 5/22 2013	67.15	01670300-53213	STREET LIGHT ELECTRICITY	3153036011MAY/13	
SERV FRM 4/22- 5/17 2013	40.45	04201600-52248	ELECTRICITY	2514004009MAY/13	
SERV FRM 4/22- 5/20 2013	779.62	04201600-52248	ELECTRICITY	0300009027MAY/13	
SERV FRM 4/22- 5/21 2013	31.73	01662300-52298	ATLE SERVICE FEE	4202129060MAY/13	
SERV FRM 4/23 - 5/21 2013	15.46	01670600-52248	ELECTRICITY	4483019016MAY/13	
SERV FRM 4/23 - 5/21 2013	30.92	01670600-52248	ELECTRICITY	1865134015MAY/13	
SERV FROM 4/20 -5/22 2013	101.14	01670300-53213	STREET LIGHT ELECTRICITY	6675448009MAY/13	
SERV FRM 03/22 THRU 4/22 2013	32.05	01662300-52298	ATLE SERVICE FEE	4202129060APRIL/13	
	3,148.44				
CONSTELLATION NEW ENERGY					
SERV FRM 4/12- 5/12 2013	515.25	04101500-52248	ELECTRICITY	0010073248-001 MAY	
SERV FRM 4/22- 5/19 2013	1,777.27	04201600-52248	ELECTRICITY	0010175173-0001	
SERV FRM 4/23 -5/20 2013	1,894.85	04201600-52248	ELECTRICITY	0010175172-0001	
	4,187.37				
CORRECTIVE ASPHALT MATERIALS					
RESTORATIVE SEALER PROJ-VARIOUS STREETS	47,192.55	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	13-2584	
	47,192.55				
DAVID G BAKER					
VLG BOARD MTG TELECAST 5/20/13	157.50	01650100-52253	CONSULTANT	052013	
	157.50				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on June 3, 2013**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
DISCOVERY BENEFITS					
FLEX ADMIN FOR MAY 2013	200.00	01600000-52273	EMPLOYEE SERVICES	382258	
	<u>200.00</u>				
DOUG NEWLIN					
VACTOR TRAINING 5/20-23 TRAVEL	94.92	01696200-52223	TRAINING	MILEAGE REIM 5/20	
	<u>94.92</u>				
DUPAGE COUNTY					
BAL OF PERMIT APPLICATION 10/2012	35.00	04201600-52234	DUES & SUBSCRIPTIONS	AP120693 (1)	
	<u>35.00</u>				
DUPAGE WATER COMMISSION					
OPER/MTC COST FOR APRIL 2013	351,854.61	04201600-52283	DUPAGE CTY WATER COMMISSION	10006	
	<u>351,854.61</u>				
ERYOPS BODYCRAFT INC					
REPAIR & REPAINT BUMPER CAR #622	1,017.20	01662700-52212	AUTO MAINTENANCE & REPAIR	169308	
	<u>1,017.20</u>				
G F O A					
DUES FRM 8/1/13 - 07/31/14 BATEK, DAMOLARI	250.00	01610100-52234	DUES & SUBSCRIPTIONS	0123001 GFOA DUES	
	<u>250.00</u>				
GOVTEMPSUSA LLC					
SEASONAL PROPERTY MTC INSP 05/12 PERIOD	560.00	01642100-52253	CONSULTANT	1346066	
SEASONAL PROPERTY MTC INSP 5/05 PERIOD	560.00	01642100-52253	CONSULTANT	1346065	
	<u>1,120.00</u>				
I D O T (IL STATE TREASURER)					
FAIR OAKS ROAD VLG SHARE	18,684.06	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	106094	
	<u>18,684.06</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on June 3, 2013**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
ILLINOIS CITY COUNTY MANAGEMENT ASSN					
JOSEPH E BREINIG 2013/14 MEMBERSHIP DUES	383.00	01590000-52234	DUES & SUBSCRIPTIONS	2013/14 DUES	
	<u>383.00</u>				
ILLINOIS SECRETARY OF STATE					
88 FORD, 90 CHEV, 07 CHEV SEIZED TITLE/PLATE:	285.00	01664700-53317	OPERATING SUPPLIES	3 TITL/PL'S SEIZED	
	<u>285.00</u>				
JOHN L FIOTI					
ALTE/TOW MAY 6 & MAY 8 2013	187.50	01570000-52312	PROSECUTION DUI	C S 52	
ALTE/TOW MAY 6 & MAY 8 2013	450.00	01662300-52310	ATLE LEGAL ADJUDICATION	C S 52	
	<u>637.50</u>				
JOHN ZALAK					
DETECTIVE ALLW CLOTH REIMBURSEMENT	363.60	01662400-53324	UNIFORMS	CLOTH REIMB	
	<u>363.60</u>				
KLEIN, THORPE & JENKINS, LTD					
APRIL LEGAL SERVICES 2013	214.50	22490000-52238	LEGAL FEES	APRIL 2013	
APRIL LEGAL SERVICES 2013	936.00	11740000-52238	LEGAL FEES	APRIL 2013	
APRIL LEGAL SERVICES 2013	7,196.69	01570000-52238	LEGAL FEES	APRIL 2013	
	<u>8,347.19</u>				
KONICA MINOLTA BUSINESS SOLUTIONS					
COPIER/USAGE CHRGS FRM 4/11 -5/9 2013	82.56	01662400-52226	OFFICE EQUIPMENT MAINTENAN	224673222	
REPLACEMENT COPY MACHINE	4,186.00	01612900-54411	OFFICE EQUIPMENT	224509671	
	<u>4,268.56</u>				
MAGNIFICENT EVENTS LTD					
BALANCE OF DEPOSIT FOR 6/13/13 CONCERT	750.00	01750000-52288	CONCERT SERIES	JUNE 13 -28 DAYS	
BALANCE OF DEPOSIT FOR 6/6/13 CONCERT	750.00	01750000-52288	CONCERT SERIES	JUNE 6-RENDITION	
	<u>1,500.00</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on June 3, 2013**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
MORRISON ASSOCIATES, LTD					
MGMNT TRNG 5/7 & 5/8 D MYERS, M YORK	4,000.00	01670100-52223	TRAINING	2012-0089	
	4,000.00				
NORTHERN ILLINOIS UNIVERSITY					
GIS DESIGN & IMPLM FOR THE VLG OF CS	9,986.00	01652800-52257	GIS SYSTEM	5913	
	9,986.00				
PERSPECTIVES					
EAP SERV FOR JUNE/2013	1,149.72	01600000-52273	EMPLOYEE SERVICES	75852	
	1,149.72				
SERVICE FORMS & GRAPHICS INC					
2 PT CASH RECEIPTS	255.74	01612900-53315	PRINTED MATERIALS	144788	
	255.74				
ST AUBIN NURSERY					
600 TREES SPRING 2013	4,000.00	01670700-52268	TREE MAINTENANCE	11559	
600 TREES SPRING 2013	44,600.00	01670700-52281	EAB REMOVAL/REPLACEMENT	11559	
	48,600.00				
TEM INCORPORATED					
470 SILVERLEAF ASBESTOS PROJ INSPECTION	1,549.00	11740000-55488	STORMWATER UTILITIES	27670	
	1,549.00				
THOMAS F HOWARD JR					
DUI ATTORNEYS FEE MAY/2013	6,127.50	01570000-52312	PROSECUTION DUI	204	
	6,127.50				
TRANSYSTEMS CORPORATION					
FAIR OAKS RD BIKE PATH 4/13- 5/10 2013	1,203.96	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	2464024-21	
KUHN ROAD LAFO 03/07 - 05/10 2013	2,412.25	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	2464030-1	
	3,616.21				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on June 3, 2013**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
VERIZON WIRELESS					
SERV 4/14 - 5/13 2013 & 4 IPAD PURCH PWKS	20.13	01642100-52230	TELEPHONE	9704866344	
SERV 4/14 - 5/13 2013 & 4 IPAD PURCH PWKS	20.13	01643700-52230	TELEPHONE	9704866344	
SERV 4/14 - 5/13 2013 & 4 IPAD PURCH PWKS	20.13	01662500-52230	TELEPHONE	9704866344	
SERV 4/14 - 5/13 2013 & 4 IPAD PURCH PWKS	71.34	01600000-52230	TELEPHONE	9704866344	
SERV 4/14 - 5/13 2013 & 4 IPAD PURCH PWKS	71.77	01622200-52230	TELEPHONE	9704866344	
SERV 4/14 - 5/13 2013 & 4 IPAD PURCH PWKS	73.43	01610100-52230	TELEPHONE	9704866344	
SERV 4/14 - 5/13 2013 & 4 IPAD PURCH PWKS	73.43	04200100-52230	TELEPHONE	9704866344	
SERV 4/14 - 5/13 2013 & 4 IPAD PURCH PWKS	73.43	01690100-52230	TELEPHONE	9704866344	
SERV 4/14 - 5/13 2013 & 4 IPAD PURCH PWKS	93.56	01680000-52230	TELEPHONE	9704866344	
SERV 4/14 - 5/13 2013 & 4 IPAD PURCH PWKS	107.66	01620100-52230	TELEPHONE	9704866344	
SERV 4/14 - 5/13 2013 & 4 IPAD PURCH PWKS	131.60	04101500-52230	TELEPHONE	9704866344	
SERV 4/14 - 5/13 2013 & 4 IPAD PURCH PWKS	153.95	04201600-52230	TELEPHONE	9704866344	
SERV 4/14 - 5/13 2013 & 4 IPAD PURCH PWKS	189.71	01662300-52230	TELEPHONE	9704866344	
SERV 4/14 - 5/13 2013 & 4 IPAD PURCH PWKS	221.37	01650100-52230	TELEPHONE	9704866344	
SERV 4/14 - 5/13 2013 & 4 IPAD PURCH PWKS	225.52	01652800-52230	TELEPHONE	9704866344	
SERV 4/14 - 5/13 2013 & 4 IPAD PURCH PWKS	296.66	01670100-52230	TELEPHONE	9704866344	
SERV 4/14 - 5/13 2013 & 4 IPAD PURCH PWKS	549.44	01664700-52230	TELEPHONE	9704866344	
SERV 4/14 - 5/13 2013 & 4 IPAD PURCH PWKS	579.92	01660100-52230	TELEPHONE	9704866344	
SERV 4/14 - 5/13 2013 & 4 IPAD PURCH PWKS	914.01	01662400-52230	TELEPHONE	9704866344	
SERV 4/14 - 5/13 2013 & 4 IPAD PURCH PWKS	1,107.88	01662700-52230	TELEPHONE	9704866344	
SERV 4/14 - 5/13 2013 & 4 IPAD PURCH PWKS	1,679.30	04200100-54413	COMPUTER EQUIPMENT	9704866344	
SERV 4/14 - 5/13 2013 & 4 IPAD PURCH PWKS	1,679.30	01670100-54413	COMPUTER EQUIPMENT	9704866344	
	8,353.67				
GRAND TOTAL	\$540,828.11				

The preceding list of bills payable totaling \$ 540,828.11 was reviewed and approved for payment.

Approved by:



Joseph Breinig - Village Manager

Date: 5/31/13

Authorized by:

Frank Saverino Sr - Mayor

Beth Melody, Village Clerk

Date: _____

AGENDA ITEM
K-2 6-3-13

ADDENDUM WARRANTS
May 21, 2013 thru June 3, 2013

Fund	Check #	Vendor	Description	Amount
General	A C H	Wheaton Bank & Trust	Payroll May 13, 2013 thru May 26, 2013	457,282.77
Water & Sewer	A C H	Wheaton Bank & Trust	Payroll May 13, 2013 thru May 26, 2013	<u>32,498.06</u>
				<u>489,780.83</u>

Approved this _____ day of _____, 2013

By: _____
Frank Saverino Sr - Mayor

Beth Melody - Village Clerk