

Village of Carol Stream

BOARD MEETING

AGENDA

MARCH 5, 2012

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 February 21, 2012 Village Board Meeting.
2. Approval of the Minutes of the February 21, 2012 Special Meeting of the Village Board.

C. AUDIENCE PARTICIPATION & PUBLIC HEARINGS:

1. 2011 Holiday Light Recycling Program – Check presentation.
Greg Friedman, President of Advanced Recycling Services LLC, will present a check in the amount of \$1,025.51 to Social Services for the Christmas Sharing Program.
2. 2011 Resident Donations to Christmas Sharing Program. *A check in the amount of \$3,419.35 representing resident donations through water billing will be presented to Social Services for the Christmas Sharing Program.*

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:

1. PLAN COMMISSION:
 - a. #11342 Wheaton College – 570 S. Gary Avenue
Special Use - Amendments
RECOMMENDED APPROVAL SUBJECT TO CONDITIONS (4-2)
Variations – Sign Code
RECOMMENDED APPROVAL SUBJECT TO CONDITIONS (4-2)
Request for zoning approvals for improvements to the baseball facilities at the American Legion property.
The petitioner has requested that this item be deferred.

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- b. #12033 – American Sale – 320 Army Trail Road

Variations – Sign Code

RECOMMENDED APPROVAL SUBJECT TO CONDITIONS (6-0)

Request for variations to allow a new ground sign with an electronic message center.

F. OLD BUSINESS:

G. STAFF REPORTS & RECOMMENDATIONS:

1. Award of Contract – Southwest Water Main Extension Project.
The Department of Engineering Services Staff recommends that the contract for the Southwest Water Main Extension Project be awarded to RA Mancini at the bid unit prices in the amount of \$1,234,650.00.
2. Approval of Engineering Services Agreement for Construction Administration – Southwest Water Main Extension Project.
The Department of Engineering Services Staff recommends approval of the Southwest Area Water Main Extension Project Engineering Services Agreement for construction administration to Baxter and Woodman in the amount of \$39,950 subject to final review and approval by the Village Attorney.

H. ORDINANCES:

I. RESOLUTIONS:

1. Resolution No. _____, Accepting a Grant of Water Main and Sanitary Sewer Easement from Jeffery A. Keim – Southwest Water Main Extension Project.
As part of the project to provide water service to the southwest area the Department of Engineering Services Staff recommends acceptance of this easement being granted by Jeffery A. Keim to the Village.
2. Resolution No. _____, Approving a Plat of Dedication and Grant of Easement. *As part of the project to provide water service to the southwest area the Department of Engineering Services Staff recommends acceptance of this easement being granted by Jeffery A. Keim to the Village. This document also needs to be approved and recorded by the Wayne Township Road District.*

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3. Resolution No. _____, Declaring Surplus Property Owned by the Village of Carol Stream. *The Police Department requests to declare seized vehicles awarded to the Village as surplus property to be sold via the Clinton Auto Auction, and Public Works has identified several items that are no longer of value to the department that should be scrapped or sold.*

J. NEW BUSINESS:

1. Carol Stream Park District – Request for Waiver of Fees.
The Carol Stream Park District is requesting that the fee associated with Fun Ones who provides the inflatables at its Just Play event be waived.

K. PAYMENT OF BILLS:

1. Regular Bills: February 22, 2012 through March 5, 2012.
2. Addendum Warrants: February 22, 2012 through March 5, 2012.

L. REPORT OF OFFICERS:

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

M. EXECUTIVE SESSION:

1. Salary Schedules for One or More Classes of Employees.
2. Collective Negotiating Matters.
3. Continued Employment of a Specific Employee.

N. ADJOURNMENT:

LAST ORDINANCE: 2012-02-07 LAST RESOLUTION: 2575
NEXT ORDINANCE: 2012-03-08 NEXT RESOLUTION: 2576

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

February 21, 2012

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 Mary Frusolone, Tony Manzzullo, Don Weiss, Greg Schwarze, Matt McCarthy & Pam Fenner

Absent: 0

Also Present: Village Manager Joe Breinig, Assistant Village Manager Bob Mellor, Assistant Village Attorney J Jason Guisinger

Mayor Saverino invited Cub Scout, Wolf Den Pack 191 to present the colors and lead those in attendance in the pledge of allegiance.

MINUTES:

Trustee McCarthy moved and Trustee Schwarze made the second to approve the Minutes of the February 6, 2012 Village Board Meeting and February 6, 2012 Special Meeting. The results of the roll call vote were as follows:

Ayes:	5	Trustees Frusolone, Manzzullo, Weiss, Schwarze & McCarthy
Nays :	0	
Abstain	1	Trustee Fenner

Trustee Frusolone moved and Trustee Manzzullo made the second to approve but not release the Executive Session Meeting Minutes of February 6, 2012. The results of the roll call vote were as follows:

Ayes:	4	Trustees Frusolone, Manzzullo, Schwarze & McCarthy
Nays :	0	
Abstain	2	Trustees Weiss & Fenner

AUDIENCE PARTICIPATION AND PUBLIC HEARINGS:

Presentation of Check from Police Department Volunteers:

Sgt. Tom Miller described volunteer efforts performed in 2011. The Police Department presented a check for \$51,394.00 to Mayor Saverino symbolizing the 2,465 hours of service that the volunteers worked in 2011. The Village Board expressed its gratitude to the volunteers for their tireless efforts providing vital services to the Village.

AGENDA ITEM
B-1 3-5-12

Resolution No. 2573, Authorizing the Location, Construction, Operation and Maintenance of Village Infrastructure within the Jurisdiction of the Department of Transportation of the State of Illinois:

Every two years IDOT requires that municipal agencies adopt a resolution which authorizes local agencies to perform work within IDOT rights-of-way. The Village Board approved Resolution No. 2573, authorizing the location, construction, operation and maintenance of Village infrastructure within the jurisdiction of the Department of Transportation of the State of Illinois.

Resolution No. 2574, Authorizing the Execution of the Official Zoning Map of the Village of Carol Stream:

The Village Board approved the Village's Official Zoning Map, which is required to be done by March 31st each year.

Resolution No. 2575, of Support for the West Suburban Fire/Rescue Alliance:

The Village Board approved Resolution No. 2575, supporting the West Suburban Fire/Rescue Alliance.

DuPage Community Development Commission Appointment:

The Village Board approved the request to appoint Assistant Community Development Director Don Bastian to the DuPage Community Development Commission.

Approval of Settlement Agreement – Hunter Gilmore Matter:

This item was removed from the agenda.

Regular Bills and Addendum Warrant of Bills:

The Village Board approved the payment of the Regular Bills dated February 21, 2012 in the amount of \$239,955.85.

The Village Board approved the payment of the Addendum Warrant of Bills from February 7 – February 21, 2012 in the amount of \$723,991.78.

Treasurer's Report: Revenue/Expenditure Statement and Balance Sheet, Month End January 31, 2012:

The Village Board received the Treasurer's Report: Revenue/Expenditure Statement and Balance Sheet, Month End January 31, 2012

Report of Officers:

Trustee Schwarze encouraged residents to signup for the Shop Carol Stream program at www.carolstream.org and click on the shop Carol Stream logo to take advantage of money saving coupons at local businesses.

Trustee McCarthy thanked staff for its efforts preparing the budget and for preparing the Village Board at the budget presentations. He also thanked the Carol Stream Fire Protection District for working closely with the Village.

Trustee Frusolone thanked the Police volunteers and Police Department staff and stated she was proud to be a volunteer with the Village.

Trustee Manzzullo asked everyone to please pray for our troops.

Manager Breinig thanked the volunteers, many of whom he has come to know personally over the years and stated they are invaluable to the mission of the Village. He thanked Fire Chief Kolomay for his leadership on the West Suburban Fire/Rescue Alliance, for being a role model to other Chiefs and for partnering with the Village on many issues over the years.

Mayor Saverino thanked Fire Chief Kolomay for all he has done for the Village and stated the Village is fortunate to have him as Fire Chief. Mayor Saverino also stated he feels Carol Stream has the best Police, Fire, Public Works and professional staffs.

At 8:56 p.m. Trustee McCarthy moved and Trustee Manzzullo 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 Frusolone, Manzzullo, Weiss, Schwarze, McCarthy & Fenner</i>
<i>Nays :</i>	<i>0</i>	

FOR THE BOARD OF TRUSTEES

Frank Saverino, Sr., Mayor

Beth Melody, Village Clerk

AGENDA ITEM

Village of Carol Stream B-2-3-5-12

Special Meeting of the Village Board

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

February 21, 2012

6:00 p.m. – 6:55 p.m.

Meeting Notes

ATTENDANCE: Mayor Frank Saverino, Sr.
Trustee Pam Fenner
Trustee Matt McCarthy
Trustee Greg Schwarze
Trustee Tony Manzzullo
Trustee Mary Frusolone (6:10)
Clerk Beth Melody
Trustee Don Weiss (Absent)

Joseph E. Breinig, Village Manager
Robert Mellor, Asst. Village Manager
Chris Oakley, Asst. to the Village Manager
Phil Modaff, Dir. of Public Works
James Knudsen, Dir. Engineering Services
Robert Glees, Dir. of Community Dev.
Jon Batek, Finance Director
Kevin Orr, Police Chief
Ed Sailer, Deputy Police Chief
Dawn Damolaris, Assistant Finance Dir.

The meeting was called to order by Mayor Saverino and the roll call read by Village Clerk Melody. The results of the roll call vote were as follows:

Present: Mayor Saverino, Trustees Fenner, McCarthy, Schwarze, Frusolone (at 6:10 p.m.) & Manzzullo
Absent: Trustee Weiss

Proposed General Fund Budget – FY12/13

Director of Financial Services Jon Batek presented a summary of the proposed Fiscal Year 2013 non-General Corporate Fund budgets including the Water & Sewer, Capital Projects, Motor Fuel Tax, Geneva Crossing Tax Increment Financing (TIF), North Avenue – Schmale Road TIF and Police Pension Funds. The following is a summary of the items discussed at this meeting:

Water & Sewer Budget FY 2012-13

- Enterprise fund - Supported by User Fees, not taxes.
- Rates need to cover the following costs:
 - Water Operations Costs
 - Village staffing
 - General system maintenance
 - Purchase of Lake Michigan Water
 - Water Capital Costs
 - New Extensions (e.g. SW Water Main)
 - Main replacements/rehabilitations
 - Other Infrastructure (reservoirs/pumping stations.(SCADA)
 - Sewer Operations Costs
 - WRC Operations Contract (treatment)
 - Village staffing
 - Collection System Maintenance

- Sewer Capital Costs
 - WRC Rehabilitations, Expansions
 - Infrastructure Rehab/Replacement - Mains/Lift Stations. (Infiltration & Inflow)
- Water & Sewer Fund Revenues come primarily from the following sources:
 - Water Billings = 65%
 - Sewer Billings = 28%
 - Other (Includes operating revenues such as penalties, shut-off notice revenue and meter sales, and non-operating revenues such as development-related revenues and interest income.) = 7%
- Revenues subject to variability based on billed consumption
- Expenses largely fixed however Staffing/Maintenance, WRC Operating Contract & Capital Needs will cause variations in expenditures.
- Largest true variable cost are Water Purchases from the DuPage Water Commission which comprise 32% of total Fund Expenses (up from 22% last year).
- Decreases in billed consumption will result in upward pressure on rates so that fixed costs are covered.
- Billed water consumption has declined in each of the past 4 years.
- Sewer billings tied to water consumption, which are also negatively impacted by lower water consumption (although the Village does promote water conservation).
- Annual decrease in billed water consumption for last 4 fiscal years and projected next 3 years averages -3%/year.
- Water & Sewer Fund Proposed Expenses by Category FY 2012-13 are broken down as follows:
 - Capital = 34%
 - DuPage Water Commission = 32%
 - Water Reclamation Center Operations Contract = 14%
 - Salaries & Wages = 10%
 - Other Contractual = 8%
 - Commodities = 2%
- **Water & Sewer Capital Summary FY2012-13 (Grand Total = \$3,928,401)**
 - Water System (Total = \$2,304,751)
 - SW Water Main Extension = \$2,006,000
 - Vehicle Replacements = \$215,000
 - Other Equipment = \$71,000
 - DWC Loan Interest - Riviera/Judith Water Main = \$12,751
 - Sewer System (Total = \$1,623,650)
 - WRC Headworks Improvements = \$750,000
 - Sewer Vacuum/Flusher (VB authorized 9-19-11) = \$335,000
 - Sanitary Sewer Evaluation Study (SSES) = \$100,000
 - IEPA Loan P&I (2002 WRC Rehab) = \$428,650
 - Other Equipment = \$10,000
- **Water & Sewer Rates FY 2012/13**
 - Water rates increases influenced by the following factors:
 - City of Chicago rate increases on January 1, 2012 of 25% and increases of 15%/year from 2013 through 2015.
 - DWC sales tax of 0.25% going away by 2016.
 - Carol Stream rate focus now calendar year based.

- FY12/13 and 3 year plan reflects Chicago and DWC rate schedules.
- Thus far, only cost pass-through added cost of water purchases.
 - Jan 1, 2012 increase = +\$0.69 = +\$4.83/mo. (7,000 gal. usage)
 - May need to begin looking at tweaking to fund future capital.
- No increase in sewer rate reflected in 3 year plan (currently \$2.62/1,000).
 - May need to begin looking at tweaking to fund future capital projects and studies.
- **Motor Fuel Tax Fund (MFT)**
 - Decline in MFT revenue due to population decline in last census. The Financial Plan projects a decline of 1%/year.
- **Capital Projects Fund Summary of Projected Expenditures FY 2012-13**
 - Roadway System (Total = \$4,477,000)
 - Flexible Pavement Program = \$2,653,000
 - Pavement Preventative Maintenance Program = \$410,000
 - Fair Oaks Road Project* = \$263,000
 - Indianwood Drive Project = \$280,000
 - Kuhn Road Trail* = \$212,000
 - West Branch Trail* = \$139,000
 - Gary Avenue Multi-Use Path* = \$100,000
 - Streetlight Replacement Program* = \$350,000
 - GIS Utility System Update = \$70,000
 - Storm Water System (Total = \$393,000)
 - Klein Creek Floodplain Buy-Out (4th Home) = \$309,000
 - Southeast Storm Water Study = \$84,000

*** partially or fully grant funded**
- **TIF FUNDS**
 - Geneva Crossing TIF – This TIF is healthy and generating a \$380,000 increment over the frozen property tax rate.
 - North Ave / Schmale Road TIF – This is the new TIF with minimal activity to date.
- **Police Pension Fund**
 - The estimated revenue for FY 2011-12 is higher than the revised budget amount because of higher than anticipated gains in equity markets.

Update on Village Goals

Assistant Village Manager Mellor provided an update on Village goals. The list of 58 goals was established at the strategic planning workshop in 2011. Realizing there were staffing and funding limitations on accomplishing all the goals, the Village Board asked staff to further refine the list into the top 10 or so goals. Staff was able to prioritize the goals based on the status of their completion.

- A list of the 58 goals ranked by the Village Board from greatest to least importance was presented to the Village Board and provides an update on each goal and further breaks the goals down into 3 levels or tiers.
 - First Tier Goals have been included in the proposed budget or are currently in the process of being completed.
 - Second Tier Goals are ongoing and/or have been completed.

- Third Tier Goals are recommended for elimination or have been deferred beyond 1 year due to staffing or funding constraints.
- Some of the lower priority goals (**such as Completion of the trail @ Kuhn & Fair Oaks Rd. & Gary Ave.**) maybe farther along in the completion process due to funding availability or the opportunity for the Village to partner with another organization to complete the goal.
- Some of the goals were identified for elimination or reconsideration at a later time, not because they were not important, but because of the unavailability of adequate staffing or funding.
- A total of 34 or 59% of the original 58 goals (highlighted in yellow & blue) have either been completed or are in the process of being completed. The remaining 24 goals (highlighted in gray) have not been formally programmed for completion.
- Staff will continue to work on completing the prioritized goals and feels it has made good progress toward completion of most of them.
- The final list of Village goals will be included in the proposed FY 2013 budget document.

The Village Board concurred with staff's assessment of goal priorities and progress on their completion.

There being no further business, a motion was made by Trustee Schwarze and seconded by Trustee Manzzullo to adjourn the Special Board meeting. The meeting was adjourned unanimously at 6:55 p.m.

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

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

February 27, 2012

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

Present: Chairman Dave Michaelsen and Commissioners Frank Petella, James Joseph, David Creighton, Angelo Christopher, and Ralph Smoot.

Absent: Commissioner Dee Spink

Also Present: James A. Rhodes, Village Attorney, Don Bastian, Assistant Community Development Director, Linda Damron, Secretary and a representative from County Court Reporters.

MINUTES:

Commissioner Petella moved and Commissioner Joseph made the second to approve the minutes of the meeting of February 13, 2012, as amended as suggested by Commissioner Creighton. The results of the roll call vote were:

Ayes: 6 Commissioners Christopher, Petella, Joseph, Smoot, Creighton and Chairman Michaelsen

Nays: 0

Abstain: 0

Absent: 1 Commissioner Dee Spink

Presentation

**Case # 12033 Tim Gutraj / American Sale – 320 Army Trail Road
Variations – Sign Code**

Chairman Michaelsen swore in the witness, Tim Gutraj, 8401 West 185th Street, Tinley Park, IL. Mr. Gutraj stated that American Sale is asking to install an electronic message center at 320 W. Army Trail Road. American Sale is asking for a variance for the sign height of 13' over the crown of the road and the removal of two trees in the existing islands.

Chairman Michaelsen asked Mr. Bastian for the staff report.

Assistant Community Development Director Don Bastian stated that American Sale has been at this location since last spring, and they wish to install a second ground sign along Army Trail Road with an electronic changeable message center. The petitioner would need two sign code variations to install the sign, the first variation would be to have a second ground sign along the same frontage and the second variation would be to allow that sign to be thirteen feet in height instead of six feet that is allowed by the code. Staff has been working with the petitioner, due to conflicts with underground utilities the proposed plan is to eliminate one parking space and install a new island in the parking lot along the north end of the parking lot and place the sign in the island. There is already a sign at the northwest corner of the site; this existing sign is very difficult to see. Once again the two variances that are being

requested are for a second ground sign, the need for this variance is debatable, basically what the sign code states is a property can have one ground sign per street frontage, if you have two street frontages you can have two signs. This property does have two street frontages one on Army Trail Road and one on Merbach Drive. Staff feels that the intent of the code is to have one ground sign orientated to each street frontage. The second request would be for a variance to the sign height, in the past the Village has granted variances to the sign height for other business along Army Trail Road, one being the commercial center on Kuhn Road and Army Trail Road. Staff feels based on the size of this building and tenant space that American Sales occupies and seeing some of the difficulties seeing the existing sign, staff supports the requests for a second ground sign and for the sign to be thirteen feet in height subject to the conditions listed on page 7 of the staff report.

Chairman Michaelsen asked if anyone from the audience had any questions. There were no questions from the audience.

Chairman Michaelsen asked if any of his fellow Commissioners had any questions.

Commissioner Joseph asked if the existing sign is to be used as a directory sign, and if the new sign would a directory sign. Commissioner Joseph also wanted to know if there was a need for both of the signs.

The petitioner answered yes, they would both be directory signs. The Petitioner stated he believes there is a need for both signs, the main objective here is to get a changeable message center.

Commissioner Petella stated that he has looked at the existing sign and it is hard to see from the east and west and it cannot be seen from Merbach Drive. Commissioner Petella stated he sees the need for a new sign, but believes the old one should come down. Commissioner Petella wanted to know if the petitioner would be opposed to taking the existing sign down.

The petitioner stated that the existing sign belongs to the owners of the shopping center, and he does not have the authority to remove it.

Commissioner Smoot, Christopher and Creighton did not have any questions.

Chairman Michaelsen wanted to know if the sign was going to be self illuminated.

The petitioner stated that sign will be internally illuminated and the message center is LED.

Commissioner Joseph moved and Commissioner Smoot made the second to recommend approval of the request for variations to the sign code subject to staff's recommendations.

The results of the roll call vote were:

Ayes: 6 Chairman Michaelsen and Commissioners Smoot, Christopher, Petella,
Joseph and Creighton
Nays: 0
Absent: 1 Commissioner Spink

Chairman Michaelsen reminded the petitioner that the Plan Commission recommendation would be forwarded to the Village Board at their next meeting on March 5, 2012, at which time the Board would take final action on the matter.

PUBLIC HEARING:

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

Chairman Michaelsen read the Procedures for Plan Commission Public Hearing for a Special Use.

**Case # 11342 Bruce Koenigsberg / Wheaton College – 570 S. Gary Avenue
Special Use – Amendments
Variations – Sign Code**

Chairman Michaelsen asked Assistant Community Development Director Donald Bastian to enter documents into the record. Assistant Community Development Director entered the following documents: public notice that was published in the Daily Herald on February 11, 2012, petition from Wheaton College Attorney Scott Hargardon, consent from the American Legion dated December 6, 2011, memorandum from Attorney Hargardon dated February 23, 2012, the General Application, Sign Code Variation Application, Special Use Application, letter dated July 22, 2011, from Robert Smid, Buildings and Grounds Chairman for American Legion Post 76, letter from Michael Benard, Executive Director of the Wheaton Park District dated September 2, 2011, letter from Village of Winfield Village President Deborah Birutis dated December 5, 2011, American Legion Baseball Stadium Comprehensive Use Plan dated January 19, 2012, Techline Sports Lighting information packet, public address system design package from Talaske consultants dated January 27, 2012, and reduced copies of the plans including the color Site Plan (Exhibit A), Landscape Plans (Exhibits B-1 and B-2), Plan Views (Exhibits C-1 and C-2), Building Elevations (Exhibits D-1 and D-2), Isometric View (Exhibit E), Boundary of Premises (Exhibit F), Photometric Plan (Exhibit G), Topographic Survey (Exhibit H), and a storm water plan (Exhibit I).

Chairman Michaelsen swore in the witness, Bruce Koenigsberg, College Architect for Wheaton College, 1911 Stoddard, Wheaton IL, Scott Hargardon, Attorney of Wheaton College, 161 N. Clark Street Suite 4300, Chicago IL, Eric Carlson, Architect for Wheaton College, 455 Barnaby Drive, Oswego IL, Dr. Paul Chelson, 29W064 Woodland Avenue West Chicago IL, Julie Davis, 511 E. Hawthorne Blvd, Wheaton IL, Ben Bussman, Webster, McGrath and Ahlberg, 207 S Naperville Street, Wheaton, IL, Mike Helton, Techline Sports Lighting, 15303 Storm Dr Austin, TX, and Aaron Downey, Talaske Sound Thinking, 1033 S Boulevard, Oak Park, IL.

Attorney Scott Hargardon, Attorney for Wheaton College, stated that he is here tonight to represent his client Wheaton College. In brief, Wheaton College is located in Wheaton not far from 570 S. Gary Avenue. Wheaton College is a liberal arts college with a total of 2,400 undergraduate students, and it participates in athletics at the NCAA Division III level. The site that is the subject of the petition is an interior 4.5 acres of a 13.4 acres site which is owned by the American Legion Post #76. Wheaton College has leased land from this facility for approximately sixteen years. The land uses adjoining this site are Wheaton Park District soccer field to the west, the Legion Hall to the east, the Klein Creek detention basin to the north and the Crossroads Community Church to the south, also note that west of the soccer field is the Mission Court Town Home development which lays in the jurisdictional boundaries of Winfield. The 13.4 acres owned by the American Legion was annexed into the Village of Carol Stream in 1999, under the annexation agreement the existing uses, which included the baseball field, were allowed to continue under a Special Use ordinance passed in 2000, which granted the special use of club, lodge and restaurant under the zoning code. In December of

last year, Wheaton College filed a petition with the Village of Carol Stream to amend the Special Use passed in 2000 to permit the construction of a 227 seat baseball stadium, with a press box, locker rooms, storage facility, concession stand, lights for night games and a PA system. In addition to the amendments to the Special Use we are asking for two variations from the sign code. One is to permit a second ground sign on the American Legion Post property and the second variation is to allow a sign 12 feet in height. Wheaton College is also asking for relief from Ordinance 15-5-5A that permits the use of PA systems only during the hours of 10:00 am to 10:00 pm. The petitioner is asking that it be permitted between the hours of 8:00 am. to 10:00 pm. Mr. Hargardon, would now like to have representatives from Wheaton College talk to the Plan Commission about the program and why this petition is before you this evening.

Dr. Chelson, Vice President of Student Development for Wheaton College, stated that baseball is one of the original sports at Wheaton College and has been played at the college for over 100 years. Originally, baseball was played at Lawson Field in Wheaton. Lawson Field in a rectangular city block, a modern baseball stadium requires a large square plat of land. In 1996 Wheaton College started practicing at the Legion Field and competing on rented fields in 2001. After small upgrades to the Legion Field in 2001, (sprinkler system, fencing and scoreboard) the college began competing at the field in 2002. In 2009 it was determined that the Legion Field was no longer adequate for college baseball competition, and Wheaton College began renting other fields for competitions and used the Legion Field for practices. After an extensive search in DuPage County, the college determined that Legion Field was the best long term home for Wheaton College baseball, if the necessary upgrades to a college stadium could be made.

Ms. Julie Davis, Athletic Director for Wheaton College, stated that Wheaton College is a Division III school, there are 450 Division III colleges and 400 of them play baseball and we are governed by the NCAA rules and regulations, they limit our baseball season to 19 weeks, 4 weeks in the fall, competitions are not allowed per the NCAA in the fall and 15 weeks in the spring, with 40 dates of competitions, with 10 to 12 of those being home games. In the future we would like to host NCAA playoffs and in order to do that, we would need lights, as an NCAA requirement.

Mr. Bruce Koenigsberg, College Architect on staff for Wheaton College, stated he is the lead representative on the project and has been meeting with the Village and have met with the homeowners on Mission Court. Mr. Koenigsberg went on to explain about the background of the size of the stadium. The stadium had been downsized from 250 to 227 to accommodate for ADA regulations. Mr. Koenigsberg also went on to explain the use chart that was included in the staff report. This chart explains the intended use for the baseball stadium. Mr. Koenigsberg stated that one of the reasons that the college needs lights is that they are required for NCAA tournaments; he believes the reason for that is because tournaments can run into the evening in order to get the number of games scheduled. Hosting an NCAA tournament is something Wheaton College would like to do. One other reason for evening games is to enhance our student's experience, right now our student athletes have to miss classes in the afternoon in order to compete in a home game that starts before their classes get out in order to finish the game before it gets dark. Evening games would also benefit students and parents that would like to attend the game.

Chairman Michaelsen asked if anyone from the audience had any questions for the testimonies that were just given.

Ms. Martha Durnil of 1 N 161 Mission Court, Winfield, IL. wanted to know why an 8:00 a.m. start time for the use of the PA system was being requested.

Mr. Koenigsberg stated it was for tournament start times. Mr. Koenigsberg stated that they would not host that many tournaments, the 8:00 a.m. start time would not be that frequent of an occurrence.

Mr. Rick Campbell, 1 N 201 Mission Court, Winfield, IL. President of the Homeowners Association, wanted to know why the color chart started at 9:00 a.m. when the College is asking for a waiver for 8:00 a.m. start time, is there a need for an 8:00 am start time? Mr. Campbell wanted to know if clinics would have an 8:00 a.m. start time. Mr. Campbell stated that 9:00 a.m. would be a good starting time opposed to the 8:00 a.m. start time. Mr. Campbell made a suggestion that maybe there could be a waiver for only tournament games to start at 8:00 a.m. The Homeowner Association is asking that the language regarding the PA system be edited to: The PA system is to only be used for baseball games and clinics, and shall not be used for baseball practices or concerts.

Dr. Chelson, stated that is a matter of flexibility, we do not have any tournaments or clinics scheduled to start at 8:00 a.m., but would like that option if it's at all possible, when we do have tournaments. The American Legion would more likely be the user of the tournament option, if they have a number of teams coming in from all over the Midwest, they would likely have to start early in the morning to get all the games in.

Mr. Koenigsberg stated that there are not any concerts allowed.

Mr. Jerry Latus, 1 N 213 Mission Court Winfield, IL. wanted to know how often would Wheaton College be able to attract a tournament. Mr. Latus also wanted to know how many schools have the tournaments.

Ms. Davis, Athletic Director for Wheaton College, stated that it could very year to year, we would request from the NCAA the opportunity to host a tournament, but in order to be considered to host a tournament we have to have the lights. Ms. Davis stated that there are eight regions in NCAA baseball and they would be one of those eight regions. One site in the region would be chosen for the tournament. Ms. Davis also explained about how the conference tournament is played. The top four teams travel to the host site. The school that finishes first hosts the conference tournament.

Mr. Koenigsberg stated that there eight schools in the conference, and only six of the schools have lighted fields.

Eric Carlson, Project Architect, stated that this project includes four structures, a seating bowl with a press box, concession area with a public washroom facility, locker room for the home team, and a storage building. The design of the facility originated from a consultant company, Anglea Sports Fields out of Frost, TX. Anglea Sports Fields have designed many sport fields from minor league, colleges and high schools baseball teams. The stadium has been designed to be sensitive to the surrounding areas. The site has been laid out to provide buffers to the residential areas to the west. The concrete bleacher seating, dugout and locker room along with the landscaping behind the bleachers and the landscaping on the other side of the walkway will help buffer the crowd noise and deflect it inwards towards the field. The buildings themselves with the exception of the press box will be twelve feet or under in height, which will have less visual impact. The press box itself has a maximum height of about twenty five feet. The building will be constructed out of a buff colored split faced concrete block, with a blue standing seam roof. The bleacher seating and press box will be in full ADA compliance.

Chairman Michaelsen asked if anyone from the audience had any questions for the testimony that was just given. There were no questions from the audience.

Mike Helton, from Techline Sports Lighting, stated that the lighting for this stadium was designed with the Illumination Engineering Society of North America (IESNA) design requirements. Mr. Helton went over the lighting design elements of the ball field; the field is designed to have 100 foot-candles on the infield per NCAA requirements and 70 foot-candles on the outfield, and will have an eight pole design. Mr. Helton stated that the reason for a ball field to be illuminated from all angles is for safety of the players and spectators. Mr. Helton stated that his company was asked to design this stadium with special needs for the neighborhood to the west of the ball field; they were given the requirements of 0.1 foot-candles at the property line to the west, this has been accomplished by the height of the poles and the angle of the lights. The luminaries will have internal and external visors to help control the spillage of the lighting.

Chairman Michaelsen asked if anyone from the audience had any questions for the testimony that was just given.

Mr. Campbell wanted to know why eight poles are needed and what the projected use of the lights is.

Mr. Helton stated that a baseball field needs to be illuminated at all angles for safety reasons and the projected use of the lights would be up to the college.

Mr. Mike Durnil, 1 N 161 Mission Court, IL, wanted to know if there are plans to put lights in the parking lots.

Mr. Helton stated his company is not contracted for the parking lot lighting.

Mr. Jim Kindler, 1 N 180 Mission Court, IL, wanted to know if there will be three poles on the east side of the field and how many lights will each pole have. Mr. Kindler wanted to know if the lights will be controlled by a computerized system.

Mr. Helton stated there will be two poles, one with 14 fixtures and the other pole will have 12 fixtures and the lighting will have a computerized system.

Chairman Michaelsen wanted know if the visor was adjustable.

Mr. Helton stated that the visor is not adjustable, but the fixtures are.

Chairman Michaelsen asked if anyone from the audience had any other questions for Mr. Helton. No one from the audience any further questions for Mr. Helton.

Mr. Ben Bussman, Webster, McGrath and Ahlberg, stated that his company did the surveying and civil engineering on this project. The storm water management for this project is in place, with the existing detention basin that is north of the property and has an excess capacity of 1.9 acre-feet. This project requires a 1.87 acre-feet. Mr. Bussman stated that the facility will also have a new water and sanitary service for the concession stand, locker rooms and water usage for the ball fields. Mr. Bussman stated that his company also did the landscape plan for this project; the primary focus on the landscape plan was the screening of Mission Court at the parking area, and to soften the architectural features.

Chairman Michaelsen asked if anyone from the audience had any questions for the testimony that was just given.

Mr. Jim Kindler wanted to know if two studies were done, one for the drainage of the fields and a supplemental study for the newly paved parking lot. Mr. Kindler stated that as he understands, Christopher B. Burke Engineering Consultant has completed their first review and it seems accurate, but is still working on the supplemental review.

Mr. Bussman, stated as he understands it the detention requirement for phase 1 and phase 2 is 1.87 acre - feet, and there is 1.9 acre - feet at the existing detention pond.

Mr. Bastian stated that when a Plan Commission case is brought to the Plan Commission, the village does not require approval of final engineering plans at that time, however the Village Engineer or Assistant Village Engineer needs to be satisfied that a project is feasible in the way it's designed. The Engineering Department is comfortable that there is adequate capacity in the pond, but if for some reason sufficient capacity is not available, the applicant has shown that there is adequate room on site for an additional detention facility on the American Legion property.

Chairman Michaelsen asked if anyone from the audience had any other questions for Mr. Bussman. No one from the audience had any further questions for Mr. Bussman.

Mr. Aaron Downey, Acoustics Engineer for Talaske stated that the sound system has been designed with the Illinois EPA codes. Mr. Downey stated there will be an increased number of loud speakers; this will get the loud speakers closer to the intended listeners. Mr. Downey stated that there have been sound pressure studies done, and the maximum sound level during the day at the property line will be 55 dB weighted and after 10:00 p.m. it will drop to 45 dB weighted. Mr. Downey stated that in the system design, Wheaton College is anticipating to include a compressor limiter which can be programmed to max out at a certain level.

Attorney Scott Hargardon, asked Mr. Downey to explain the meaning of 55 dB.

Mr. Downey stated that 55 dB is a very quiet sound level; it's compared to a quiet neighborhood.

Attorney Scott Hargardon stated that the Wheaton College has agreed to turn off the PA system at 10:00 p.m.

Chairman Michaelsen asked if anyone from the audience had any questions for the testimony that was just given.

Mr. Campbell wanted to know if there was a study done on the American Legion PA system.

Mr. Downey stated that his company has not.

Mr. Latus wanted to know if the 45 dB level could be used at the property line during the day and type of effect would it have on the sound level in the stadium.

Mr. Downey stated that to bring the sound level at the property line down to 45 dB during the day, the sound level in the stadium would have to be much lower in the seating area.

Mr. Campbell wanted to know if there is a way to control the sound level, so the sound level is consistent.

Mr. Downey stated the system will have a compressor limiter and that will be set not to go over a certain level.

Ken Johnson, 1 N 165 Mission Court, Winfield, IL. wanted to know if Mother Nature will be taken into account when setting the specifications for the PA system.

Mr. Downey stated the Illinois EPA standards are based on environmental factors, the study we have done here was set on 60% humidity and 68 degree temperature with no wind.

Chairman Michaelsen asked if anyone from the audience had any other questions for Mr. Downey. No one from the audience any further questions for Mr. Downey.

Chairman Michaelsen asked Mr. Bastian for the staff report

Assistant Community Development Director Don Bastian stated that the applicant is requesting amendments to an existing Special Use Permit to allow for changes to the athletic field facilities accessory to the American Legion Hall use, and variations from the Carol Stream Sign Code to allow a second ground sign on the property and for the sign to measure 12 feet in height as opposed to 6 feet as allowed. Mr. Bastian stated that Wheaton College has used this field in one way or another since 1996; Wheaton College stopped playing baseball games at this facility in 2009, due to the condition of the field. Wheaton College is now in the position to make upgrades to the facilities. The American Legion property was annexed to Carol Stream in 2000, and at the time of annexation, most of the current improvements including the American Legion Hall, restaurant and pub, asphalt and gravel parking lots, and outdoor athletic fields were already in place. The Annexation Agreement between the American Legion and the Village authorized the continued use of the property as it had been used prior to annexation, but stipulates that an increase in structural coverage or changes in the use of the property would require approval by the Village. Mr. Bastian stated that a storm water management permit had been issued to allow for the conversion of the playing field from natural grass to synthetic turf. It was determined that work could proceed without a new Special Use hearing.

Mr. Bastian stated what when staff reviews a Special Use application they try to: 1) identify aspects of a proposal that could have impacts on surrounding properties; 2) evaluate the extent to which any negative impacts would be addressed by measures proposed by the applicant; 3) suggest additional measures to mitigate impacts, as needed; and 4) provide an assessment as to whether the Special Use criteria set forth in the Zoning Code have been satisfied. In staff's evaluation of this proposal we looked at the intensity of the use, the use schedule and the hours of use, the proposed baseball field lights, noise, litter, screening and buffering, and parking and traffic. Mr. Bastian went over the intensity of the use and use schedule. Wheaton College has agreed to a limitation that the facilities would not be used for night use more than 15 nights in any month year round. With that limitation and other discussion we have had staff feels that the use intensity has been adequately addressed.

Mr. Bastian stated that with respect to the field lights there has been a very detailed presentation of the light system design, and the technology that is being put into use. Mr. Bastian stated that the plans demonstrated that they would comply with the 0.1 foot-candle measurement at the property line. Staff finds that to be a very reasonable design for the facility. The applicant has agreed that the lighting will also be tested once it is installed to make sure it is meeting that measurement. Staff feels the lighting has been adequately addressed.

Mr. Bastian stated that with respect to noise, the applicant has agreed to turn off the PA system off at 10:00 pm, even if a game is still being played. Staff feels that this is a reasonable accommodation along with the other factors that were discussed by the applicant that will help control the noise.

Mr. Bastian stated that staff looked at parking and traffic at this site, all the different uses on this site require 176 parking spaces and the site currently has 211 parking spaces. There is a plan to pave the gravel parking lot at the southwest corner of the property, and install a sufficient amount of landscaping to help buffer the parking lot from the adjacent uses. Staff finds the proposal to be reasonable to the respect of parking that is being provided.

Mr. Bastian stated the petitioner has talked about the proposed building improvements, they have shown the building elevations and the materials that will be used. Mr. Bastian wanted to mention that the new baseball facility will be enclosed with a six foot tall wrought iron fence that has masonry columns spaced every 19 feet on center. Mr. Bastian talked about the landscape plan that was included in the staff report (exhibit B1 and B2), showed quite a bit of landscaping to be installed in and around the new improvements. Mr. Bastian stated that in meeting with Mission Court residents, they have asked that some additional evergreen type landscaping be installed on the west side of the locker room and storage buildings that is not currently on the plans, it is our understanding that the applicant is willing to install the plantings. Staff believes the landscape plan proposes a suitable amount of screening for the new improvements. In addition Wheaton College has offered a \$10,000 allowance to be used for additional screening enhancements at the shared property line. Staff believes that this is another example of the petitioner working to minimize any impacts on surrounding properties.

Mr. Bastian stated that staff asked how litter would be taken care of since there are no new trash enclosures or dumpster being proposed, the applicant has stated that there will be trash receptacles throughout the facility. For Wheaton College events, they propose to collect all the garbage and take it back to Wheaton College campus, and American Legion will be responsible for emptying the trash receptacles during their use of the facility.

For the Plan Commission's information, Wheaton College is responsible for overseeing the use and clean up of the facilities during use by Wheaton College or during use by any outside group. The American Legion will be responsible for overseeing the use and clean up of the facility when being used in relation to an American Legion baseball activity.

Mr. Bastian stated that staff does find that the findings of fact for Special Use amendments have been met and staff recommends approval of the amendments to the Special Use with the conditions listed on pages 11 and 12 in the staff report.

Mr. Bastian stated that the petitioner is also asking for variations from the sign code. Mr. Bastian stated that as shown on the Exhibit D-1, Wheaton College is proposing to install a new ground sign to be built just to the east of the concession / washroom building; the sign is proposed to be 12 feet in height and 65 square feet in area. The sign would be constructed out of a combination of split face masonry and steel, and would have a decorative limestone cap. The petitioner is requesting two variances one is for a second ground sign and the other is for the height, the explanation for a second ground sign is that neither Wheaton College nor Lee Pfund Stadium would have any have any advertising on Gary Avenue, where the existing signs are for the American Legion and Pup Yahoo. The petitioner is not proposing to have any signage on Gary Avenue, but they would like to have a sign for visitors that come into the property and see a sign that identifies that they have arrived at the right location. Staff has no objections to the variation to allow a second ground sign since it would identify a separate use on the property. Mr. Bastian stated that the other variation being requested is for the height of

the sign, 12 feet in height as opposed to 6 feet in height, the explanation from the petitioner is that as motorists come into the site and drive west onto the property they want motorists to see the sign, if the sign height is 6 feet in height it may not be visible over most vehicles, by increasing the sign height to 12 feet it will make it more visible to their visitors. Staff has no objection, and can support the two sign code variations.

In summary, Mr. Bastian stated that staff has been meeting with representatives from Wheaton College regarding the proposed baseball facility improvements since July 2011. We have found that the design team has been willing to make changes to the plans to address our comments and concerns related to the compatibility of the proposed facilities with adjacent uses. We have also had regular contact with property owners on Mission Court including telephone conversations, e-mail exchanges, and face-to-face meetings, and so we believe we have a good understanding of their concerns as well. Overall, staff feels that the proposal by Wheaton College is responsive to the concerns of adjacent property owners, and that the facilities can be operated in a manner so as to be a "good neighbor".

Mr. Bastian stated the staff recommends approval of the Special Use Permit Amendment for the proposed baseball facility improvements, as well as the Sign Code variations to allow for a 12 foot tall ground sign at the entrance to the baseball facilities, subject to the conditions listed on pages 11 and 12 of the staff report.

Chairman Michaelsen asked if any of his fellow Commissioners had any questions.

Commissioner Creighton, Christopher did not have any questions.

Commissioner Smoot wanted to know if the American Legion would have to follow the same rules as Wheaton College. Commissioner Smoot also wanted to know how the residents behind the ball field feel about listening to the ballgames 15 days out of every month. Commissioner Smoot wanted to know if a wavier could be in consideration during the Wheaton College season to have 15 game nights per month, but when Wheaton College season is over have a stronger restriction on the number of night games.

Attorney Scott Hargardon stated that Wheaton College is requesting the amendments to the Special Use, and the rules would govern all the uses of the stadium.

Mr. Campbell stated that the residents are not opposed to the stadium, but they do have a problem with the 15 nights a month, we would rather see 9 nights per month maximum. Mr. Campbell stated that Commissioner Smoot recommendation is good, I think the ten weeks that Wheaton College needs is not a concern really, it's the other times of the year, and what is it going to be used for.

Commissioner Petella asked if there was going to be only two handicapped parking spaces. Commissioner Petella wanted to know if the new sign will be illuminated at night. Commissioner Petella stated that if Wheaton College is willing to turn the PA system off at 10:00 p.m., he didn't see what the difficulty would be to wait until 10:00 am before using the PA system. Commissioner Petella asked if the American Legion will be able to use the PA system for their games. Commissioner Petella wanted to know if it's just the brightness that is adjustable by remote or could they also be redirected. Commissioner Petella asked if the petitioner foresees any problem with traffic control and if they would be handling the traffic control. Commissioner Petella wanted to make he was correct to understand that no inning would start after 10:00 p.m. Sunday – Thursday except for tournaments, and on Friday and Saturday no inning will start after 11:30 p.m. Commissioner Petella asked if the project ending time for a game on Friday and Saturday night would be around mid-night.

Mr. Bastian stated that there will be two parking spaces in the new parking lot, there are additional handicapped parking spaces in other areas of the property.

The petitioner stated that the sign will be illuminated. The petitioner stated that the lights can not be redirected remotely. The petitioner stated that the American Legion will have use of the PA system. The petitioner stated that they do not see any problems with traffic control and they would be handling the traffic control. The petitioner stated that Commissioner Petella was correct with the times that a new inning would not be able to start. The petitioner stated a game on Friday or Saturday could end around mid-night.

Commissioner Joseph stated that he did have question has he read over the plan commission case over the weekend, but after hearing the presentation most of them have been answered. Commissioner Joseph did have one suggestion, that the start time on the use for the PA system on Sundays be pushed back till 9:00 a.m. Commissioner Joseph stated that the petitioner did a great job with the presentation.

Chairman Michaelsen stated that he thought the presentation was excellent; he would also like to see the start time for the use of the PA system on Saturdays be 9:00 a.m. and 10:00 a.m. on Sundays. Chairman Michaelsen wanted to know if Wheaton College would have tournaments on Saturday and Sundays. He also asked if there was a tournament what days would they be played on. Chairman Michaelsen wanted to know if there was only a hundred people at a game would the PA system need to put at 86dB or could it be turned down to accommodate the people that at there. Chairman Michaelsen wanted to know if the PA system is something that automatically adjusts or does it have to be done manually. Chairman Michaelsen wanted to know if the lighting is the maximum lighting output and can they be dimmed down.

The petitioner stated that NCAA tournament would be played on Thursday, Friday, Saturday and Sundays and conference tournaments would be played on Thursday, Friday, and Saturday. The petitioner stated that the PA system could be adjusted for the size of the crowd. The petitioner stated that the lights could be dimmed.

Mr. Downey stated that someone would have to make the adjustments to the PA system to the size of the crowd.

Mr. Bastian stated that there is a Village ordinance that regulates the hours when an amplified sound can be produced in the Village and the hours are from 10:00 a.m. to 10:00 p.m. Wheaton College is agreeing to comply with the 10:00 p.m. cut off in the evening, but is asking for flexibility on the start time. Mr. Bastian stated that in 2009 the Village Board approved a Special Use amendment for use of the football field at Glenbard North High School which involved the conversion of the natural grass to synthetic turf, and that was a partnership between the Carol Stream Park District and Glenbard North High School. The usage schedule that was allowed at that facility was basically seven days a week from 6:00 p.m. until 10:00 p.m., the Park District would be allowed to program the use of that field including the lights being on. Mr. Bastian stated he is mentioning this to the Plan Commission as a frame of reference, that this is not the first time we have been asked to consider an outdoor use that would require lights being on until 10:00 p.m., in the context of the Glenbard North Football field it is actually closer to the rear lot line of the homes on Linden, that are just to the south of the Glenbard North property line.

Commissioner Petella stated the no one was opposed that case.

Attorney Scott Hargardon, stated that he would like to address some of the concerns of the Plan Commission, the start time for using the PA system at 9:00 a.m. on Saturday and 10:00 am on Sunday is fine. Attorney Scott Hargardon, stated he would like to address Commissioner Smoot concerns on the number of times the facility will be in use, Wheaton College is investing a lot of money in this facility and would like to use it with no restriction and use the facility when ever we can and balance our usage with the usage of the community. We would like to rent out this facility to local high school athletic teams, it would not be rented out to adult teams or for concerts.

Commissioner Smoot stated that he can appreciate them wanting to utilize the field as much as possible, but still would like to see the facility not used for more than two weekends out of the month.

Attorney Scott Hargardon, stated that the sound levels would be very low at the property line.

Commissioner Joseph asked if the 15 nights a month would be the maximum usage.

Attorney Scott Hargardon stated that 15 nights a month is a maximum usage, not necessarily something we are planning to do.

Chairman Michaelsen asked if anyone from the audience had any questions.

Jim Kindler presented and explained a location map of the American Legion field and the surrounding properties. Jim Kindler stated in July of 2011 the homeowner association had a meeting with representatives from Wheaton College. Representatives from the college went over the NCAA rules, the lighting of the baseball field and the American Legion usage of the field. Jim Kindler stated that after reading the staff report things have changed, some of Mr. Kindler concerns are the parking of team buses, and trespassing.

Commissioner Creighton asked Mr. Kindler if there has been events going on this property for years while he has been living there. Commissioner Creighton asked Mr. Kindler why at this time does the association feel the need to install a fence, if in the past there has been trespassing on the properties. Commissioner Creighton suggested that they contact the Winfield Police for assistance on the trespassing and parking issues.

Mr. Kindler stated that when the parking lot is full, people would start parking on Mission Court and cut through the yards on Mission Court to get to the baseball field, that is why there is a need for a fence. The homeowners association did get a quote for an iron fence for run along the property line of the homes and one the fence by pond, the quote was for \$19,000.00.

Mr. Campbell stated that some of his concerns are the property values and the number of nights the facility will be in use. He would like to see it limited at 9 nights out of a month and would like to see no lights or use after September 30th. Mr. Campbell would like the wording of outdoor concert be removed from item number (2) in the staff recommendations.

Mr. Latus stated that he would like to see the maintenance on the pond increased, and would like to see the agreements on who is responsible for the maintenance. Mr. Latus stated that he hopes the board take some time going over the issues and not try to resolve them tonight.

Chairman Michaelsen stated that the agreement is being drawn up right now, and believes that the Engineering Department has procedures in place to check the ponds.

Mr. Dick Quaintance, 1 N 149 Mission Court, stated that his concerns are the number of night games, crowds, noise, lights, parking and trespassing, all of this will interfere with them enjoying their home. Mr. Quaintance stated that the Mission Court homeowners do not want lights. Mr. Quaintance stated he is asking the Plan Commission not to let Wheaton College make a commercial venture out of their new ball field, while ignoring the severe impact it would have on its neighbors on Mission Court. Mr. Quaintance state he hope the Plan Commission will delay their decision and vote against the petitioner.

Ms. Durnil stated she was here tonight to oppose all and any of the amendments to the Special Use permit. Ms. Durnil questioned if the amendments to the Special Use would comply with Special Use standard number 3 that is listed in the zoning code. Ms. Durnil stated that lighting, a PA system, many games, crowds and traffic would not be enjoyed by the Mission Court neighbors. Ms. Durnil stated she is also concerned about property values, the maximum number of games, lighting and the PA system and the use plan for the facility. Ms. Durnil stated that it is her hope that Plan Commission will say no to the petitioners request for Special Use amendments and the sign code variations.

Mr. Ken Johnson stated that he is opposed to this venture. Mr. Johnson wanted to know what the future of the soccer field currently leased by the Wheaton Park District was.

Chairman Michaelsen stated he did not know what would happen with the soccer field.

Mr. Bastian stated that if they wanted to improve the soccer field area with additional structures or parking they would have to come before the Plan Commission as an amendment to the Special Use.

Chairman Michaelsen asked if anyone from the audience had any questions.

Mr. Kindler stated that Wheaton College suggested that we form an advisory group that would included someone from the village, the college and the homeowners association.

Attorney Scott Hargardon in his rebuttal stated that if the parking lot is full the busses would drop people off and return to the Wheaton College parking lot on campus. Attorney Scott Hargardon stated that Wheaton College is willing to give the homeowners association \$10,000 toward a fence. Attorney Scott Hargardon stated the residents on Mission Court stated Wheaton College is ignoring impacts of property values. Attorney Scott Hargardon stated he is a little disappointed with that statement, and Wheaton College has gone to extreme measures with the lighting, adjustments to the PA system, and landscaping.

Chairman Michaelsen asked if any of his fellow Commissioners had any questions.

Commission Creighton had a question for Ms. Davis, what is the likelihood of hosting a tournament. Commission Creighton wanted to know if the 8:00 a.m. start time was contingent on the NCAA tournament that the school would like to host and what is the length of a typical game. Commissioner Creighton stated that he did not believe that there was a need for a second ground sign and maybe a new sign on the front of this property.

Mr. Davis asked if she could have the Baseball Coach Lee Driggers answer the questions.

Chairman Michaelsen swore in the witness Lee Driggers, Head Baseball coach for Wheaton College, 510 Sears Lane, Wheaton IL.

Mr. Driggers stated that each school is petitioned by the NCAA to put bids in to host the tournaments and then it goes to a selection committee. Mr. Driggers stated that the only reason they are asking for some flexibility in the start time would be for tournaments and for the one tournament the American Legion would have and the chance of inclement weather. Mr. Driggers stated that he would not have a problem with the use of the PA system starting after 10:00 a.m. Mr. Driggers stated that the length of a typical game is 2 to 2 ½ hours.

Mr. Koenigsberg stated that Wheaton College did consider a frontage sign, but was not able to come to an agreement with the American Legion on what to do with the two existing signs.

Commissioner Christopher, Commissioner Joseph and Chairman Michaelson did not have any questions.

Commissioner Smoot stated he would like to see the use of the field be reduced to 9 nights a month.

Commissioner Petella wanted to know if anyone has spoken to the police department about the crowd and traffic control.

Mr. Bastian stated that the Carol Stream Police Department and the Winfield Fire District have both reviewed the application and did not have any comments or suggested comments changes to the application.

Commissioner Christopher moved and Commissioner Creighton made the second to recommend approval of the request for the amendments to the Special Use subject to staff's recommendations and with the following condition: no PA system being turned on before 10:00 a.m. on any day, and that games may not start before 9:00 a.m. on Saturday and 10:00 a.m. Sunday.

The results of the roll call vote were:

Ayes: 3 Commissioners Creighton, Joseph and Christopher
Nays: 2 Commissioners Smoot, Petella
Abstain: 1 Chairman Michaelson
Absent: 1 Commissioner Spink

Commissioner Christopher moved and Commissioner Smoot made the second to recommend approval of the request for the sign code variations subject to staff's recommendations.

The results of the roll call vote were:

Ayes: 3 Commissioners Smoot, Joseph and Christopher
Nays: 2 Commissioners Creighton, Petella
Abstain: 1 Chairman Michaelson
Absent: 1 Commissioner Spink

Chairman Michaelson reminded the petitioner that the Plan Commission's recommendation would be forwarded to the Village Board at their next meeting on March 5, 2012, at which time the Board would take final action on the matter.

Commissioner Christopher moved and Commissioner Creighton made the second to close the Public Hearing.

Ayes: 6 Chairman Michaelsen and Commissioners Spink, Christopher, Petella,
Joseph and Creighton
Nays: 0
Absent: 1 Commissioner Spink

ADJOURNMENT:

At 11:00 p.m. Commissioner Smoot moved and Commissioner Joseph made the second to adjourn the meeting. The motion passed by unanimous vote.

FOR THE COMBINED BOARD

Recorded and transcribed by,

Linda Damron
Community Development Secretary

Minutes approved by Plan Commission on this March 12, 2012.

Chairman

C-1 3-5-12

Village of Carol Stream
Interdepartmental Memo

DATE: February 28, 2012

TO: Mayor Saverino Sr. & the Board of Trustees
 Joseph E. Breinig, Village Manager

FROM: Christopher M. Oakley, Asst. to the Village Manager *CMO*

RE: 2011 Holiday Lights Recycling Program – Check Presentation

On January 30th, the Village, Park District and Public Library completed the 2nd year of a community-wide Holiday Lights Recycling Program. Mr. Greg Friedman, the President/CEO of Advanced Recycling Services LLC of Carol Stream will be on hand at the March 5th Village Board meeting to present a check to the Social Services Unit in the amount of \$1,025.51 from the proceeds of the donated holiday lights stands. The amount donated by Mr. Friedman to the Christmas Sharing Program represents 100% of the commodities market price for reclaimed copper collected during the 2011 program year effort with the associated costs for processing and marketing the materials generously donated by Advanced Recycling LLC. A summary of the program data from our first two program years is detailed in the table below.

Program Year	Light Strands (lbs.)	Market Price	Proceeds Donated	Reclaimed Cooper (lbs.)	Actual/% Inc. in Lbs.
2010	3,032	26¢	\$ 788.32	303	
2011	4,459	23¢	\$1,025.51	535	232 (+76%)
Total	7,491	24.2¢	\$ 1813.83	538	

The 76% increase in the volume of lights strands collected this year was due in part from Winfield residents, who with the assistance of their Environmental Commission donated their community's material.

I have also invited representatives from our collection site partners; namely Ann Kennedy of the Public Library and Julie Vogl of the Carol Stream Park District, as well as Mindi Thomas to be on hand for the check presentation. Please include this matter on the Audience Participation section of the upcoming March 5th Village Board agenda.

AGENDA ITEM

E1b 3-5-12

Village of Carol Stream Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

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

DATE: February 29, 2012

RE: **Agenda item for the Village Board meeting of March 5, 2012**
PC/ZBA Case 12033, American Sale Corporation – 320 Army Trail Road
Sign Code Variations for a *Ground Directory Sign*

Tim Gutraj, Facilities Operations Manager for American Sale at 320 Army Trail Road, wishes to install a ground directory sign with an electronic message center at the center of the property's Army Trail Road frontage. The company has similar signs at four other stores, and has found the electronic message centers to be successful in communicating to customers and generating business. The proposed sign would have an area of 64.17 square feet, which is less than the maximum allowable area of 96 square feet, and the changeable copy portion of the proposed sign would meet the criteria of § 6-11-12(B) of the Sign Code. A new curbed island would be constructed in the parking lot to accommodate the proposed sign. This location is preferred over a location in the parkway in that it avoids utility conflicts. Mr. Gutraj has agreed to provide parking lot landscaping improvements as part of the new sign project.

The proposed sign would constitute a second ground sign on the Army Trail Road frontage, and would have an actual height of 13 feet (12.6 feet above the pavement elevation of Army Trail Road) as compared with the allowable height of six feet, both of which require approval of variations from the Sign Code. Staff would note that the property has frontages on Merbach Drive and Army Trail Road, and the Sign Code allows one ground sign on each frontage, for a total of two ground signs allowed on the property. The existing ground sign, while located at the corner of the property adjacent to both frontages, is considered to be oriented to the Army Trail Road frontage. With the approval of the variation for the proposed ground sign to also be located on the Army Trail Road frontage, the property will have the maximum number of ground signs permitted by the Sign Code, and no additional ground sign will be permitted on Merbach Drive.

The staff report presenting the requests, with supporting documentation, was transmitted to the Village Board with the Plan Commission/Zoning Board of Appeals (PC/ZBA) packet on February 24, 2012. At their February 27, 2012, meeting, by a vote of 6-0, the PC/ZBA approved the Sign Code variations.

The Plan Commission has the authority to approve or deny Sign Code variation requests. However, the Sign Code grants the Village Board the opportunity to affirm or reverse the decision of the Plan Commission within 21 days of the date that the request first appears before the Village Board. If the Village Board chooses to take action on the Sign Code Variation request, their decision is final. If the Board chooses not to take action within the 21-day period set forth in the Sign Code, the decision of the Plan Commission is final.

RJG:bg

c: Tim Gutraj (via e-mail)

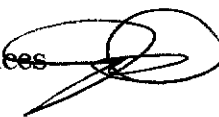
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AGENDA ITEM

G-1 3-5-12

Village of Carol Stream Interdepartmental Memo

TO: Joseph Breinig, Village Manager

FROM: James Knudsen, Director of Engineering Services 

DATE: February 29, 2012

RE: Southwest Water Main Extension Project - Award of Contract

On January 31, 2012 at 11:00 a.m. Engineering Services Department staff opened the bid proposals for the above referenced projects. The following fourteen bids were read aloud in the Village Board Room. Corrected bids are noted based on a bid tabulation review performed by the Village's engineering consultant, Baxter and Woodman.

<u>Bidder</u>	<u>Amount of Bid</u>
RA Mancini Prairie Grove, IL 60012	\$1,234,650.00
Neslund & Associates North Aurora, IL 60542	\$1,245,720.60
John Neri Construction Co., Inc. Addison, IL 60101	\$1,284,666.00
Patnick Construction, Inc. Bensenville, IL 60106	\$1,298,989.50
Stark & Son Trenching, Inc. Hampshire, IL 60140	\$1,315,304.19 as corrected \$1,305,679.19 as read
Archon Construction Co., Inc. Addison, IL 60101	\$1,345,000.00
City Construction Chicago, IL 60630	\$1,382,573.43
Unique Plumbing Company Brookfield, IL 60513	\$1,427,117.36
Glenbrook Excavating Wauconda, IL 60084	\$1,492,177.50
Vian Construction Company, Inc. Elk Grove Village, IL 60007	\$1,502,177.00
A Lamp Concrete Contractors, Inc. Schaumburg, IL 60193	\$1,533,883.00
Berger Excavating Contractors, Inc. Wauconda, IL 60084	\$1,559,431.19
Cerniglia Company Melrose Park, IL 60160	\$1,581,230.00
Len Cox & Sons Excavating Joliet, IL 60435	\$1,660,274.00
Engineer's Estimate	\$1,656,632.00

The project bid documents included two sections (Parts A and B) along with a Part B Alternate Segment. Part A encompasses the section along Fair Oaks Road from Violet Street north to Lies Road and then extending east where it connects into an existing water main at the west property line of Corpus Christi Catholic Church. Part B entails the section on Fair Oaks Road from Tall Oaks Drive south to Trieste Lane, turning east to the end of the cul-de-sac and the commencing south through Benjamin Middle School's property to St. Charles Road. It also includes a small section running west along St. Charles Road to the School's west property line for service to the School. The Part B Alternate Segment is a continuation of Part B southeasterly along St. Charles Road towards North Avenue where it turns east traversing through the Ashram, Keim and Park District properties where it eventually connects into the existing water main section constructed with the Park District's MCaslin Park Project. The project was bid this way not knowing whether the Village would have acquired all the right of way and easements. Those have all been obtained allowing for the full construction of the project. The stated bids reflect the inclusion of Parts A and B as well as the Part B Alternate Segment.

The total project costs are enumerated as follows:

<u>Activity</u>	<u>Amount</u>
Design Study & Engineering (completed)	\$ 206,500
Right of Way & Easement Acquisitions (completed)	\$ 16,800
McCaslin Park Section (completed)	\$ 90,747
Wayne Township Road District Restoration Fee	\$ 124,693
Construction Administration	\$ 39,500
<u>Construction</u>	<u>\$1,234,650</u>
Total Project Cost	\$1,712,890

The Village budgeted \$1,642,000 for the construction of this project. The bid amount is \$407,350 (25%) below the budget and \$421,982 (25%) below the engineer's estimate of cost. However, the total construction cost also includes the McCaslin Park section and the WTRD restoration fee and the construction administration cost. Adding in these components yields a total construction cost of \$1,489,590 without any contingencies for extra work that may occur.

Baxter and Woodman has reviewed the bid documents, performed reference checks and recommends awarding the contract to RA Mancini. See attached. Therefore, Engineering Staff recommends that the contract for the Southwest Water Main Extension Project be awarded to RA Mancini at the bid unit prices in the amount of \$1,234,650.00.

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

attachment



Mayor and Board of Trustees
Village of Carol Stream
500 North Gary Avenue
Carol Stream, Illinois 60188

February 29, 2012

Attention: Bill Cleveland, Village Engineer

RECOMMENDATION TO AWARD

Subject: Village of Carol Stream – Southwest Area Water Main Extensions

Dear Mayor and Board of Trustees:

Bids were received for the Project on January 31, 2012. The following bids were received and tabulated for all parts of the subject Project:

<u>Bidder</u>	<u>Amount of Bid</u>
RA Mancini Prairie Grove, IL 60012	\$ 1,234,650.00
Neslund & Associates North Aurora, IL 60542	\$ 1,245,720.60
John Neri Construction Co., Inc. Addison, IL 60101	\$ 1,284,666.00
Patnick Construction, Inc. Bensenville, IL 60106	\$ 1,298,989.50
Stark & Son Trenching, Inc. Hampshire, IL 60140	\$ 1,315,304.19 as corrected \$ 1,305,679.19 as read
Archon Construction Co., Inc. Addison, IL 60101	\$ 1,345,000.00
City Construction Chicago, IL 60630	\$ 1,382,573.43

8840 West 192nd St.

Mokena, IL 60448

708.478.2090

Fax 708.478.8710

www.baxterwoodman.com



**Mayor and Board of Trustees
Village of Carol Stream**

**February 29, 2012
070987 • Page No. 2**

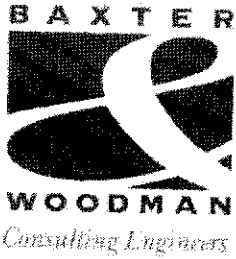
Unique Plumbing Company Brookfield, IL 60513	\$ 1,427,117.36
Glenbrook Excavating Wauconda, IL 60084	\$ 1,492,177.50
Vian Construction Company, Inc. Elk Grove Village, IL 60007	\$ 1,502,177.00
A Lamp Concrete Contractors, Inc. Schaumburg, IL 60193	\$ 1,533,883.00
Berger Excavating Contractors, Inc. Wauconda, IL 60084	\$ 1,559,431.19
Cerniglia Company Melrose Park, IL 60160	\$ 1,581,230.00
Len Cox & Sons Excavating Joliet, IL 60435	\$ 1,660,274.00

Our pre-bid opinion of probable cost for this Project was \$1,656,632.

We have analyzed each of the bids and find RA Mancini to be the lowest, responsible, and responsive Bidder. Based upon our familiarity and past working relationships with this Bidder, we believe that RA Mancini is qualified to complete the Project.

We recommend award of the Contract RA Mancini in the amount of \$1,234,650.00.

Original Bid Documents and bid tabulation is enclosed for Village records.



**Mayor and Board of Trustees
Village of Carol Stream**

**February 29, 2012
070987 • Page No. 3**

Please advise us of your decision.

Very truly yours,

**BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS**

A handwritten signature in black ink, appearing to read "Sean E. O'Dell". The signature is written in a cursive, flowing style.

Sean E. O'Dell, P.E.

Enclosure

Village of Carol Stream, Illinois
 Southwest Area Water Main Extension - 070987.40
 Bid Tabulation: January 31, 2012 - 11 AM Village Hall

SUMMARY OF BID: ALL PARTS	EOPC	RA Mancini Inc.	Neslund & Assoc.	John Neri Construction	Patnick Construction	Stark & Son Trenching	Archon Construction	City Construction	Unique Plumbing	Glenbrook Excavating	Vian Construction	A Lamp Contractors	Berger Excavating	Cemigila Company	Len Cox & Sons
PART A	\$ 204,855.00	\$ 188,891.00	\$ 207,317.20	\$ 199,716.00	\$ 206,111.00	\$ 213,882.00	\$ 200,290.00	\$ 225,140.18	\$ 219,931.95	\$ 234,979.50	\$ 226,167.00	\$ 249,770.00	\$ 270,936.75	\$ 218,362.00	\$ 251,350.00
PART B	\$ 771,052.00	\$ 711,824.00	\$ 685,286.00	\$ 691,405.00	\$ 702,430.50	\$ 722,593.94	\$ 708,450.00	\$ 764,975.75	\$ 768,532.01	\$ 812,671.50	\$ 788,534.00	\$ 809,590.00	\$ 833,569.70	\$ 876,639.00	\$ 913,989.00
PART B "ALTERNATE SEGMENT"	\$ 680,725.00	\$ 333,935.00	\$ 353,117.40	\$ 393,545.00	\$ 390,448.00	\$ 378,828.25	\$ 436,260.00	\$ 392,457.50	\$ 438,653.40	\$ 444,526.50	\$ 487,476.00	\$ 474,523.00	\$ 454,924.74	\$ 486,229.00	\$ 494,935.00
TOTAL AMOUNT OF BID:	\$ 1,656,632.00	\$ 1,234,650.00	\$ 1,245,720.60	\$ 1,284,666.00	\$ 1,298,989.50	\$ 1,315,304.19	\$ 1,345,000.00	\$ 1,382,573.43	\$ 1,427,117.36	\$ 1,492,177.50	\$ 1,502,177.00	\$ 1,533,883.00	\$ 1,559,431.19	\$ 1,581,230.00	\$ 1,660,274.00
						(Math Corrected -Part B "Alt.")									
						As Read: \$ 1,305,679.19									

SUMMARY OF BID: PART A & B ONLY	EOPC	John Neri Construction	Neslund & Assoc.	RA Mancini Inc.	Patnick Construction	Archon Construction	Stark & Son Trenching	Unique Plumbing	City Construction	Vian Construction	Glenbrook Excavating	A Lamp Contractors	Cemigila Company	Berger Excavating	Len Cox & Sons
PART A	\$ 204,855.00	\$ 199,716.00	\$ 207,317.20	\$ 188,891.00	\$ 206,111.00	\$ 200,290.00	\$ 213,882.00	\$ 219,931.95	\$ 225,140.18	\$ 226,167.00	\$ 234,979.50	\$ 249,770.00	\$ 218,362.00	\$ 270,936.75	\$ 251,350.00
PART B	\$ 771,052.00	\$ 691,405.00	\$ 685,286.00	\$ 711,824.00	\$ 702,430.50	\$ 708,450.00	\$ 722,593.94	\$ 768,532.01	\$ 764,975.75	\$ 788,534.00	\$ 812,671.50	\$ 809,590.00	\$ 876,639.00	\$ 833,569.70	\$ 913,989.00
TOTAL AMOUNT OF BID:	\$ 975,907.00	\$ 891,121.00	\$ 892,603.20	\$ 900,715.00	\$ 908,541.50	\$ 908,740.00	\$ 936,475.94	\$ 988,463.96	\$ 990,115.93	\$ 1,014,701.00	\$ 1,047,651.00	\$ 1,059,360.00	\$ 1,095,001.00	\$ 1,104,506.45	\$ 1,165,339.00

PART A - FAIR OAKS ROAD AND LIES ROAD LOOP

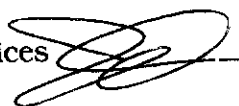
No.	Pay Item	Approx. Quantity	EOPC		RA Mancini Inc.		Nealund & Assoc.		John Neri Construction Co.		Patrick Construction		Stark & Son Trenching		Archon Construction		City Construction		Unique Plumbing		Glanbrook Excavating		Vian Construction		A Lamp Contractors		Berger Excavating		Carniglia Company		Len Cox & Sons			
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount		
1	WATER MAIN (OPEN CUT): 12-inch dia. D.I. 12-inch dia. D.I. (restrained joint type)	1,258 lin. ft. 217 lin. ft.	\$ 70.00 \$ 75.00	\$ 88,060.00 \$ 16,275.00	\$ 65.00 \$ 71.00	\$ 81,770.00 \$ 15,407.00	\$ 75.90 \$ 84.90	\$ 95,482.20 \$ 18,423.30	\$ 76.00 \$ 86.00	\$ 95,608.00 \$ 18,662.00	\$ 72.00 \$ 85.00	\$ 90,576.00 \$ 18,445.00	\$ 77.00 \$ 85.60	\$ 96,866.00 \$ 18,575.20	\$ 66.70 \$ 73.80	\$ 83,908.60 \$ 16,014.60	\$ 92.46 \$ 101.00	\$ 116,314.68 \$ 21,917.00	\$ 70.00 \$ 98.00	\$ 88,060.00 \$ 21,266.00	\$ 85.00 \$ 95.00	\$ 106,930.00 \$ 20,615.00	\$ 89.00 \$ 76.00	\$ 111,962.00 \$ 16,492.00	\$ 95.00 \$ 125.00	\$ 119,510.00 \$ 27,125.00	\$ 95.75 \$ 102.85	\$ 120,453.50 \$ 22,318.45	\$ 72.00 \$ 84.00	\$ 90,576.00 \$ 18,228.00	\$ 90.00 \$ 100.00	\$ 113,220.00 \$ 21,700.00		
2	WATER MAIN (IN CASING OPEN CUT): SDR 26 - 160 psi casing pipe 12-inch D.I. carrier pipe	56 lin. ft.	\$ 150.00	\$ 8,400.00	\$ 53.00	\$ 2,968.00	\$ 115.00	\$ 6,440.00	\$ 80.00	\$ 4,480.00	\$ 116.00	\$ 6,496.00	\$ 112.50	\$ 6,300.00	\$ 77.00	\$ 4,312.00	\$ 147.00	\$ 8,232.00	\$ 130.00	\$ 7,280.00	\$ 160.00	\$ 8,960.00	\$ 120.00	\$ 6,720.00	\$ 100.00	\$ 5,600.00	\$ 75.00	\$ 4,200.00	\$ 85.00	\$ 4,760.00	\$ 150.00	\$ 8,400.00		
3	POLYETHYLENE WRAPPING	1,475 lin. ft.	\$ 2.00	\$ 2,950.00	\$ 1.00	\$ 1,475.00	\$ 0.55	\$ 811.25	\$ 2.00	\$ 2,950.00	\$ 1.00	\$ 1,475.00	\$ 0.65	\$ 958.75	\$ 0.94	\$ 1,386.50	\$ 0.50	\$ 737.50	\$ 0.85	\$ 1,253.75	\$ 2.00	\$ 2,950.00	\$ 1.00	\$ 1,475.00	\$ 1.00	\$ 1,475.00	\$ 1.00	\$ 1,475.00	\$ 1.00	\$ 1,475.00	\$ 1.00	\$ 1,475.00	\$ 1.00	\$ 1,475.00
4	WATER MAIN PIPE FITTINGS: 12" x 6" tee 12" 11.25" bend 12" 22.5" bend 12" 90" bend 12" x 8" reducer	2 each 1 each 2 each 3 each 1 each	\$ 550.00 \$ 450.00 \$ 450.00 \$ 450.00 \$ 450.00	\$ 1,100.00 \$ 450.00 \$ 900.00 \$ 1,350.00 \$ 450.00	\$ 750.00 \$ 600.00 \$ 600.00 \$ 736.00 \$ 500.00	\$ 1,500.00 \$ 600.00 \$ 1,200.00 \$ 2,208.00 \$ 500.00	\$ 685.00 \$ 520.00 \$ 535.00 \$ 675.00 \$ 440.00	\$ 1,370.00 \$ 520.00 \$ 1,070.00 \$ 2,025.00 \$ 440.00	\$ 750.00 \$ 650.00 \$ 650.00 \$ 800.00 \$ 550.00	\$ 1,500.00 \$ 650.00 \$ 1,300.00 \$ 2,400.00 \$ 550.00	\$ 1,000.00 \$ 950.00 \$ 800.00 \$ 900.00 \$ 650.00	\$ 2,000.00 \$ 950.00 \$ 1,600.00 \$ 2,700.00 \$ 650.00	\$ 832.00 \$ 621.75 \$ 639.00 \$ 807.00 \$ 495.00	\$ 1,664.00 \$ 621.75 \$ 1,278.00 \$ 2,421.00 \$ 495.00	\$ 983.50 \$ 610.00 \$ 623.00 \$ 754.30 \$ 507.00	\$ 1,967.00 \$ 610.00 \$ 1,246.00 \$ 2,262.90 \$ 507.00	\$ 902.00 \$ 755.00 \$ 755.00 \$ 875.00 \$ 635.00	\$ 1,804.00 \$ 755.00 \$ 1,510.00 \$ 2,625.00 \$ 635.00	\$ 900.00 \$ 780.00 \$ 780.00 \$ 900.00 \$ 530.00	\$ 1,800.00 \$ 780.00 \$ 1,560.00 \$ 2,700.00 \$ 530.00	\$ 735.00 \$ 590.00 \$ 590.00 \$ 715.00 \$ 500.00	\$ 1,470.00 \$ 590.00 \$ 1,190.00 \$ 2,145.00 \$ 500.00	\$ 690.00 \$ 540.00 \$ 540.00 \$ 700.00 \$ 470.00	\$ 1,380.00 \$ 850.00 \$ 1,080.00 \$ 2,100.00 \$ 470.00	\$ 1,150.00 \$ 850.00 \$ 1,500.00 \$ 2,250.00 \$ 550.00	\$ 2,300.00 \$ 1,230.00 \$ 2,490.00 \$ 4,140.00 \$ 1,130.00	\$ 1,400.00 \$ 1,230.00 \$ 2,490.00 \$ 4,140.00 \$ 1,130.00	\$ 700.00 \$ 560.00 \$ 575.00 \$ 725.00 \$ 500.00	\$ 1,400.00 \$ 560.00 \$ 1,150.00 \$ 2,175.00 \$ 500.00	\$ 600.00 \$ 520.00 \$ 520.00 \$ 640.00 \$ 430.00	\$ 1,200.00 \$ 520.00 \$ 1,040.00 \$ 1,920.00 \$ 430.00			
5	CONNECTIONS TO EXISTING WATER MAIN (PRESSURE): 8-inch x 8-inch	1 each	\$ 5,500.00	\$ 5,500.00	\$ 5,100.00	\$ 5,100.00	\$ 4,160.00	\$ 4,160.00	\$ 3,800.00	\$ 3,800.00	\$ 3,300.00	\$ 3,300.00	\$ 4,148.00	\$ 4,148.00	\$ 4,612.00	\$ 4,612.00	\$ 3,596.00	\$ 3,596.00	\$ 4,000.00	\$ 4,000.00	\$ 6,500.00	\$ 6,500.00	\$ 4,500.00	\$ 4,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,015.00	\$ 3,015.00	\$ 5,100.00	\$ 5,100.00	\$ 3,650.00	\$ 3,650.00		
6	CONNECTIONS TO EXISTING WATER MAIN (NON-PRESSURE): 12-inch @ Lies Rd. near Rose Ave.		Lump Sum	\$ 3,000.00		\$ 2,000.00		\$ 4,450.00		\$ 1,500.00		\$ 2,800.00		\$ 1,750.00		\$ 1,981.00		\$ 3,742.00		\$ 3,800.00		\$ 3,000.00		\$ 1,200.00		\$ 6,000.00		\$ 2,930.00		\$ 3,500.00		\$ 3,000.00		
7	GATE VALVE: 12-inch	2 each	\$ 1,500.00	\$ 3,000.00	\$ 2,500.00	\$ 5,000.00	\$ 2,475.00	\$ 4,950.00	\$ 2,500.00	\$ 5,000.00	\$ 2,400.00	\$ 4,800.00	\$ 2,639.00	\$ 5,278.00	\$ 2,471.50	\$ 4,943.00	\$ 2,672.00	\$ 5,344.00	\$ 2,260.00	\$ 4,520.00	\$ 3,500.00	\$ 7,000.00	\$ 2,400.00	\$ 4,800.00	\$ 5,000.00	\$ 10,000.00	\$ 2,875.00	\$ 5,750.00	\$ 4,500.00	\$ 9,000.00	\$ 2,800.00	\$ 5,600.00		
8	VALVE VAULT: 5 ft. dia.	3 each	\$ 2,500.00	\$ 7,500.00	\$ 2,100.00	\$ 6,300.00	\$ 1,600.00	\$ 4,800.00	\$ 1,800.00	\$ 5,400.00	\$ 1,600.00	\$ 4,800.00	\$ 1,600.00	\$ 4,800.00	\$ 2,401.70	\$ 7,205.10	\$ 2,400.00	\$ 7,200.00	\$ 2,500.00	\$ 7,500.00	\$ 2,000.00	\$ 6,000.00	\$ 2,000.00	\$ 6,000.00	\$ 2,750.00	\$ 8,250.00	\$ 2,215.00	\$ 6,645.00	\$ 3,200.00	\$ 9,600.00	\$ 1,800.00	\$ 5,400.00		
9	FIRE HYDRANT:	2 each	\$ 3,000.00	\$ 6,000.00	\$ 4,100.00	\$ 8,200.00	\$ 3,755.00	\$ 7,510.00	\$ 3,800.00	\$ 7,600.00	\$ 3,400.00	\$ 6,800.00	\$ 3,785.00	\$ 7,570.00	\$ 3,920.00	\$ 7,840.00	\$ 4,231.00	\$ 8,462.00	\$ 3,800.00	\$ 7,600.00	\$ 3,750.00	\$ 7,500.00	\$ 3,500.00	\$ 7,000.00	\$ 3,850.00	\$ 7,700.00	\$ 4,330.00	\$ 8,660.00	\$ 6,800.00	\$ 13,600.00	\$ 4,500.00	\$ 9,000.00		
10	REMOVAL AND REPLACEMENT OF EXISTING SEWER: Storm Sewer 15" dia. PVC pressure or ductile iron	65 lin. ft.	\$ 75.00	\$ 4,875.00	\$ 63.00	\$ 4,095.00	\$ 63.55	\$ 4,130.75	\$ 64.00	\$ 4,160.00	\$ 60.00	\$ 3,900.00	\$ 38.00	\$ 2,470.00	\$ 50.50	\$ 3,282.50	\$ 75.00	\$ 4,875.00	\$ 120.00	\$ 7,800.00	\$ 85.00	\$ 5,525.00	\$ 78.00	\$ 5,070.00	\$ 100.00	\$ 6,500.00	\$ 78.50	\$ 5,102.50	\$ 70.00	\$ 4,550.00	\$ 60.00	\$ 3,900.00		
11	GRANULAR BACKFILL: Water main and casing pipe	156 lin. ft.	\$ 35.00	\$ 5,460.00	\$ 31.00	\$ 4,836.00	\$ 21.55	\$ 3,361.80	\$ 28.00	\$ 4,368.00	\$ 28.00	\$ 4,368.00	\$ 35.30	\$ 5,506.80	\$ 50.20	\$ 7,831.20	\$ 25.00	\$ 3,900.00	\$ 30.00	\$ 4,680.00	\$ 47.00	\$ 7,332.00	\$ 33.00	\$ 5,148.00	\$ 22.00	\$ 3,432.00	\$ 25.00	\$ 3,900.00	\$ 20.00	\$ 3,120.00	\$ 45.00	\$ 7,020.00		
12	STREET PAVEMENT RESTORATION: Water and sewer trenches Patching (removal and replacement) 10" asphalt base course, 2 1/2" asphalt binder & 1 1/2" asphalt surface course	103 sq. yds.	\$ 55.00	\$ 5,665.00	\$ 69.00	\$ 7,107.00	\$ 125.00	\$ 12,875.00	\$ 120.00	\$ 12,360.00	\$ 110.00	\$ 11,330.00	\$ 96.00	\$ 9,888.00	\$ 106.10	\$ 10,928.30	\$ 57.00	\$ 5,871.00	\$ 150.00	\$ 15,450.00	\$ 135.00	\$ 13,905.00	\$ 132.00	\$ 13,596.00	\$ 65.00	\$ 6,695.00	\$ 190.00	\$ 19,570.00	\$ 150.00	\$ 15,450.00	\$ 155.00	\$ 15,965.00		
13	CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT:	48 lin. ft.	\$ 35.00	\$ 1,680.00	\$ 34.00	\$ 1,632.00	\$ 60.10	\$ 2,884.80	\$ 25.00	\$ 1,200.00	\$ 22.00	\$ 1,056.00	\$ 45.00	\$ 2,160.00	\$ 37.30	\$ 1,790.40	\$ 22.00	\$ 1,056.00	\$ 30.00	\$ 1,440.00	\$ 50.00	\$ 2,400.00	\$ 38.00	\$ 1,824.00	\$ 20.00	\$ 960.00	\$ 39.60	\$ 1,900.80	\$ 42.00	\$ 2,016.00	\$ 50.00	\$ 2,400.00		
14	P.C.C. SIDEWALK REMOVAL AND REPLACEMENT: 5-inch thickness Detectable warnings	260 sq. ft. 32 sq. ft.	\$ 10.00 \$ 25.00	\$ 2,600.00 \$ 800.00	\$ 7.00 \$ 45.00	\$ 1,820.00 \$ 1,440.00	\$ 15.95 \$ 42.90	\$ 4,147.00 \$ 1,372.80	\$ 7.00 \$ 45.00	\$ 1,820.00 \$ 1,440.00	\$ 6.00 \$ 30.00	\$ 1,560.00 \$ 960.00	\$ 13.65 \$ 41.00	\$ 3,549.00 \$ 1,312.00	\$ 7.10 \$ 39.90	\$ 1,846.00 \$ 1,276.80	\$ 8.00 \$ 50.00	\$ 2,080.00 \$ 1,600.00	\$ 7.00 \$ 55.00	\$ 1,820.00 \$ 1,760.00	\$ 8.00 \$ 30.00	\$ 2,080.00 \$ 960.00	\$ 7.00 \$ 50.00	\$ 1,820.00 \$ 1,600.00	\$ 5.00 \$ 35.00	\$ 1,300.00 \$ 1,120.00	\$ 9.90 \$ 25.00	\$ 2,574.00 \$ 800.00	\$ 14.00 \$ 45.00	\$ 3,640.00 \$ 1,440.00	\$ 11.00 \$ 40.00	\$ 2,860.00 \$ 1,280.00		
15	ASPHALT WALK REMOVAL AND REPLACEMENT: Hot-mix asphalt surface (3") No. 50	30 sq. yds.	\$ 50.00	\$ 1,500.00	\$ 39.00	\$ 1,170.00	\$ 36.80	\$ 1,104.00	\$ 42.00	\$ 1,260.00	\$ 40.00	\$ 1,200.00	\$ 40.00	\$ 1,200.00	\$ 36.50	\$ 1,095.00	\$ 40.00	\$ 1,200.00	\$ 40.00	\$ 1,200.00	\$ 50.00	\$ 1,500.00	\$ 71.00	\$ 2,130.00	\$ 40.00	\$ 1,200.00	\$ 133.20	\$ 3,996.00	\$ 40.00	\$ 1,200.00	\$ 50.00	\$ 1,500.00		
16	TREE REMOVAL: Over 15-inch dia.	44 inch-dia.	\$ 15.00	\$ 660.00	\$ 49.00	\$ 2,156.00	\$ 42.90	\$ 1,887.60	\$ 72.00	\$ 3,168.00	\$ 20.00	\$ 880.00	\$ 20.00	\$ 880.00	\$ 39.90	\$ 1,755.60	\$ 55.00	\$ 2,420.00	\$ 65.30	\$ 2,873.20	\$ 60.00	\$ 2,640.00	\$ 37.00	\$ 1,628.00	\$ 30.00	\$ 1,320.00	\$ 45.00	\$ 1,980.00	\$ 52.00	\$ 2,288.00	\$ 40.00	\$ 1,760.00		
17	TEMPORARY BITUMINOUS PAVEMENT:	103 sq. yds.	\$ 30.00	\$ 3,090.00	\$ 19.00	\$ 1,957.00	\$ 18.40	\$ 1,895.20	\$ 20.00	\$ 2,060.00	\$ 100.00	\$ 10,300.00	\$ 96.00	\$ 9,888.00	\$ 59.40	\$ 6,118.20	\$ 18.00	\$ 1,854.00	\$ 23.00	\$ 2,369.00	\$ 50.00	\$ 5,150.00	\$ 24.00	\$ 2,472.00	\$ 15.00	\$ 1,545.00	\$ 53.00	\$ 5,459.00	\$ 13.00	\$ 1,339.00	\$ 45.00	\$ 4,635.00		
18	RESTORATION OF LAWNS AND PARKWAYS: Topsoil (4" depth) & seed	900 sq. yds.	\$ 12.00	\$ 10,800.00	\$ 11.50	\$ 10,350.00	\$ 10.25	\$ 9,225.00	\$ 6.00	\$ 5,400.00	\$ 14.00	\$ 12,600.00	\$ 10.50	\$ 9,450.00	\$ 6.30	\$ 5,670.00	\$ 8.00	\$ 7,200.00	\$ 9.00	\$ 8,100.00	\$ 5.00	\$ 4,500.00	\$ 9.00	\$ 8,100.00	\$ 3.00	\$ 2,700.00	\$ 6.50	\$ 5,850.00	\$ 7.00	\$ 6,300.00	\$ 10.00	\$ 9,000.00		
19	SEDIMENTATION CONTROL: SR fence Drainage structure inlet protection filter	630 lin. ft. 7 each	\$ 3.00 \$ 200.00	\$ 1,890.00 \$ 1,400.00	\$ 3.50 \$ 160.00	\$ 2,205.00 \$ 1,120.00	\$ 4.30 \$ 260.00	\$ 2,709.00 \$ 1,820.00	\$ 3.50 \$ 175.00	\$ 2,205.00 \$ 1,225.00	\$ 3.00 \$ 150.00	\$ 1,890.00 \$ 1,050.00	\$ 4.25 \$ 375.00	\$ 2,677.50 \$ 2,625.00	\$ 4.30 \$ 254.70	\$ 2,709.00 \$ 1,782.90	\$ 4.00 \$ 150.00	\$ 2,520.00 \$ 1,050.00	\$ 3.00 \$ 200.00	\$ 1,890.00 \$ 1,400.00	\$ 2.75 \$ 165.00	\$ 1,732.50 \$ 1,155.00	\$ 2.00 \$ 250.00	\$ 1,260.00 \$ 1,750.00	\$ 1.00 \$ 1.00	\$ 630.00 \$ 7.00	\$ 2.50 \$ 120.00	\$ 1,575.00 \$ 840.00	\$ 4.50 \$ 130.00	\$ 2,835.00 \$ 910.00	\$ 4.00 \$ 165.00	\$ 2,520.00 \$ 1,155.00		
20	REMOVE AND RELOCATE STREET SIGNS:	5 each	\$ 100.00	\$ 500.00	\$ 175.00	\$ 875.00	\$ 170.00	\$ 850.00	\$ 250.00	\$ 1,250.00	\$ 25.00	\$ 125.00	\$ 250.00	\$ 1,250.00	\$ 285.00	\$ 1,425.00	\$ 220.00	\$ 1,100.00	\$ 235.00	\$ 1,175.00	\$ 250.00	\$ 1,250.00	\$ 100.00	\$ 500.00	\$ 150.00	\$ 750.00	\$ 106.00	\$ 530.00	\$ 270.00	\$ 1,350.00	\$ 300.00	\$ 1,500.00		
21	DUST CONTROL:	1 ton	\$ 2,000.00	\$ 2,000.00	\$ 1,400.00	\$ 1,400.00	\$ 615.00	\$ 615.00	\$ 150.00	\$ 150.00	\$ 1,000.00	\$ 1,000.00	\$ 200.00	\$ 200.00	\$ 570.00	\$ 570.00																		

PART B - "ALTERNATE SEGMENT" - ST. CHARLES ROAD, NORTH AVENUE

No.	Pay Item	Approx. Quantity	EOPC		RA Mancini Inc.		Neslund & Assoc.		John Nerl Construction Co.		Patnick Construction		Stark & Son Trenching		Archen Construction		City Construction		Unique Plumbing		Glenbrook Excavating		Vian Construction		A Lamp Contractors		Berger Excavating		Cerniglia Company		Len Cox & Sons	
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	WATER MAIN (OPEN CUT): 12-inch dia. D.I. 12-inch dia. D.I. (restrained joint type) 6-inch dia. D.I. (add'l hydrant leader)	1,530 lin. ft. 110 lin. ft. 25 lin. ft.	\$ 70.00 \$ 75.00 \$ 60.00	\$ 107,100.00 \$ 8,250.00 \$ 1,250.00	\$ 65.00 \$ 75.00 \$ 52.00	\$ 99,450.00 \$ 8,250.00 \$ 1,300.00	\$ 61.10 \$ 61.95 \$ 45.30	\$ 93,483.00 \$ 6,814.50 \$ 1,132.50	\$ 76.00 \$ 86.00 \$ 60.00	\$ 116,280.00 \$ 9,460.00 \$ 1,500.00	\$ 75.00 \$ 88.00 \$ 50.00	\$ 114,750.00 \$ 9,680.00 \$ 1,250.00	\$ 77.00 \$ 85.60 \$ 35.00	\$ 117,810.00 \$ 9,416.00 \$ 875.00	\$ 86.40 \$ 103.30 \$ 49.30	\$ 132,192.00 \$ 11,363.00 \$ 1,232.50	\$ 84.00 \$ 97.00 \$ 60.00	\$ 128,520.00 \$ 10,670.00 \$ 1,500.00	\$ 75.00 \$ 98.00 \$ 90.00	\$ 114,750.00 \$ 10,780.00 \$ 2,250.00	\$ 85.00 \$ 95.00 \$ 50.00	\$ 130,050.00 \$ 10,450.00 \$ 1,250.00	\$ 95.00 \$ 149.00 \$ 60.00	\$ 145,350.00 \$ 16,390.00 \$ 1,500.00	\$ 95.00 \$ 125.00 \$ 80.00	\$ 145,350.00 \$ 13,750.00 \$ 2,000.00	\$ 95.00 \$ 97.50 \$ 60.00	\$ 145,350.00 \$ 10,725.00 \$ 1,500.00	\$ 72.00 \$ 90.00 \$ 50.00	\$ 110,160.00 \$ 9,900.00 \$ 1,250.00	\$ 90.00 \$ 100.00 \$ 80.00	\$ 137,700.00 \$ 11,000.00 \$ 2,000.00
2	WATER MAIN (IN CASING SPECIAL): 12" dia. D.I. restrained joint type carrier pipe in 24" dia. steel casing	42 lin. ft.	\$ 150.00	\$ 6,300.00	\$ 380.00	\$ 15,960.00	\$ 230.00	\$ 9,660.00	\$ 240.00	\$ 10,080.00	\$ 300.00	\$ 12,600.00	\$ 378.00	\$ 15,876.00	\$ 1,074.70	\$ 45,137.40	\$ 276.00	\$ 11,592.00	\$ 410.00	\$ 17,220.00	\$ 410.00	\$ 17,220.00	\$ 520.00	\$ 21,840.00	\$ 100.00	\$ 4,200.00	\$ 425.00	\$ 17,850.00	\$ 680.00	\$ 28,560.00	\$ 220.00	\$ 9,240.00
3	WATER MAIN (DIRECTIONALLY DRILLED): Cartridge method 12" dia D.I. (restrained joint type)	747 lin. ft.	\$ 500.00	\$ 373,500.00	\$ 80.00	\$ 59,760.00	\$ 125.00	\$ 93,375.00	\$ 160.00	\$ 119,520.00	\$ 155.00	\$ 115,785.00	\$ 112.00	\$ 83,664.00	\$ 115.00	\$ 85,905.00	\$ 125.00	\$ 93,375.00	\$ 140.00	\$ 104,580.00	\$ 130.00	\$ 97,110.00	\$ 150.00	\$ 112,050.00	\$ 190.00	\$ 141,930.00	\$ 111.50	\$ 83,290.50	\$ 195.00	\$ 145,665.00	\$ 185.00	\$ 138,195.00
4	TREE TUNNELING (WATER MAIN) 12-inch dia. D.I. restrained joint type	98 lin. ft.	\$ 150.00	\$ 14,700.00	\$ 140.00	\$ 13,720.00	\$ 165.00	\$ 16,170.00	\$ 135.00	\$ 13,230.00	\$ 200.00	\$ 19,600.00	\$ 95.00	\$ 9,310.00	\$ 173.40	\$ 16,993.20	\$ 160.00	\$ 15,680.00	\$ 150.00	\$ 14,700.00	\$ 330.00	\$ 32,340.00	\$ 200.00	\$ 19,600.00	\$ 190.00	\$ 18,620.00	\$ 52.85	\$ 5,179.30	\$ 220.00	\$ 21,560.00	\$ 300.00	\$ 29,400.00
5	POLYETHYLENE WRAPPING	1,665 lin. ft.	\$ 2.00	\$ 3,330.00	\$ 0.50	\$ 832.50	\$ 0.50	\$ 832.50	\$ 2.00	\$ 3,330.00	\$ 1.00	\$ 1,665.00	\$ 0.65	\$ 1,082.25	\$ 0.94	\$ 1,565.10	\$ 0.50	\$ 832.50	\$ 0.86	\$ 1,431.90	\$ 2.00	\$ 3,330.00	\$ 1.00	\$ 1,665.00	\$ 1.00	\$ 1,665.00	\$ 1.00	\$ 1,665.00	\$ 2.00	\$ 3,330.00	\$ 1.00	\$ 1,665.00
6	WATER MAIN PIPE FITTINGS: 12" x 6" tee 12" 22.5" bend 12" Cutting-in-Sleeve	8 each 4 each 2 each	\$ 550.00 \$ 450.00 \$ 400.00	\$ 4,400.00 \$ 1,800.00 \$ 800.00	\$ 730.00 \$ 550.00 \$ 1,300.00	\$ 5,840.00 \$ 2,240.00 \$ 2,600.00	\$ 635.00 \$ 490.00 \$ 470.00	\$ 5,080.00 \$ 1,950.00 \$ 940.00	\$ 750.00 \$ 650.00 \$ 850.00	\$ 6,000.00 \$ 2,600.00 \$ 1,700.00	\$ 875.00 \$ 750.00 \$ 975.00	\$ 7,000.00 \$ 3,000.00 \$ 1,950.00	\$ 832.00 \$ 639.00 \$ 850.00	\$ 6,656.00 \$ 2,556.00 \$ 1,700.00	\$ 983.10 \$ 623.00 \$ 506.50	\$ 7,864.80 \$ 2,492.00 \$ 1,013.00	\$ 902.00 \$ 755.00 \$ 1,553.00	\$ 7,216.00 \$ 3,020.00 \$ 3,106.00	\$ 900.00 \$ 780.00 \$ 1,600.00	\$ 7,200.00 \$ 3,120.00 \$ 3,200.00	\$ 735.00 \$ 600.00 \$ 2,500.00	\$ 5,880.00 \$ 2,400.00 \$ 5,000.00	\$ 1,400.00 \$ 540.00 \$ 800.00	\$ 11,200.00 \$ 2,160.00 \$ 1,600.00	\$ 1,150.00 \$ 850.00 \$ 4,000.00	\$ 9,200.00 \$ 4,980.00 \$ 8,000.00	\$ 1,400.00 \$ 1,245.00 \$ 1,230.00	\$ 11,200.00 \$ 4,980.00 \$ 2,460.00	\$ 850.00 \$ 575.00 \$ 950.00	\$ 6,800.00 \$ 2,300.00 \$ 1,900.00	\$ 600.00 \$ 550.00 \$ 2,000.00	\$ 4,800.00 \$ 2,200.00 \$ 4,000.00
7	CONNECTIONS TO EXISTING WATER MAIN (NON-PRESSURE): 12-inch @ the Wheaton Bible Church	Lump Sum	\$ 3,000.00	\$ 3,000.00	\$ 3,600.00	\$ 3,600.00	\$ 4,040.00	\$ 4,040.00	\$ 1,500.00	\$ 1,500.00	\$ 3,000.00	\$ 3,000.00	\$ 2,750.00	\$ 2,750.00	\$ 1,490.00	\$ 1,490.00	\$ 3,740.00	\$ 3,740.00	\$ 3,800.00	\$ 3,800.00	\$ 6,500.00	\$ 6,500.00	\$ 3,300.00	\$ 3,300.00	\$ 6,000.00	\$ 6,000.00	\$ 2,620.00	\$ 2,620.00	\$ 3,800.00	\$ 3,800.00	\$ 3,000.00	\$ 3,000.00
8	GATE VALVE: 12-inch	2 each	\$ 1,500.00	\$ 3,000.00	\$ 2,450.00	\$ 4,900.00	\$ 2,245.00	\$ 4,490.00	\$ 2,500.00	\$ 5,000.00	\$ 1,400.00	\$ 2,800.00	\$ 2,639.00	\$ 5,278.00	\$ 2,471.50	\$ 4,943.00	\$ 2,672.00	\$ 5,344.00	\$ 2,260.00	\$ 4,520.00	\$ 3,500.00	\$ 7,000.00	\$ 2,560.00	\$ 5,120.00	\$ 5,000.00	\$ 10,000.00	\$ 2,575.00	\$ 5,150.00	\$ 4,300.00	\$ 8,600.00	\$ 2,800.00	\$ 5,600.00
9	VALVE VAULT: 5 ft. dia.	2 each	\$ 2,500.00	\$ 5,000.00	\$ 2,100.00	\$ 4,200.00	\$ 1,600.00	\$ 3,200.00	\$ 1,800.00	\$ 3,600.00	\$ 1,600.00	\$ 3,200.00	\$ 1,600.00	\$ 3,200.00	\$ 2,401.50	\$ 4,803.00	\$ 2,223.00	\$ 4,446.00	\$ 2,500.00	\$ 5,000.00	\$ 4,000.00	\$ 8,000.00	\$ 2,100.00	\$ 4,200.00	\$ 2,500.00	\$ 5,000.00	\$ 2,215.00	\$ 4,430.00	\$ 3,200.00	\$ 6,400.00	\$ 1,800.00	\$ 3,600.00
10	FIRE HYDRANT:	8 each	\$ 3,000.00	\$ 24,000.00	\$ 4,100.00	\$ 32,800.00	\$ 3,410.00	\$ 27,280.00	\$ 3,800.00	\$ 30,400.00	\$ 1,400.00	\$ 11,200.00	\$ 3,785.00	\$ 30,280.00	\$ 3,919.90	\$ 31,359.20	\$ 4,192.00	\$ 33,536.00	\$ 3,800.00	\$ 30,400.00	\$ 3,500.00	\$ 28,000.00	\$ 5,340.00	\$ 42,720.00	\$ 3,850.00	\$ 30,800.00	\$ 4,430.00	\$ 35,440.00	\$ 5,200.00	\$ 41,600.00	\$ 4,500.00	\$ 36,000.00
11	FIRE HYDRANTS BARREL EXTENSION:	4 vert. ft.	\$ 25.00	\$ 100.00	\$ 215.00	\$ 860.00	\$ 650.00	\$ 2,600.00	\$ 800.00	\$ 3,200.00	\$ 700.00	\$ 2,800.00	\$ 633.00	\$ 2,532.00	\$ 695.80	\$ 2,783.20	\$ 500.00	\$ 2,000.00	\$ 400.00	\$ 1,600.00	\$ 650.00	\$ 2,600.00	\$ 450.00	\$ 1,800.00	\$ 650.00	\$ 2,600.00	\$ 740.00	\$ 2,960.00	\$ 900.00	\$ 3,600.00	\$ 800.00	\$ 3,200.00
12	REMOVAL AND REPLACEMENT OF EXISTING SEWER: Storm Sewer with rip-rap cover 15" dia. corrugated plastic pipe	449 lin. ft.	\$ 75.00	\$ 33,675.00	\$ 40.00	\$ 17,960.00	\$ 46.80	\$ 21,013.20	\$ 60.00	\$ 26,940.00	\$ 42.00	\$ 18,858.00	\$ 46.00	\$ 20,654.00	\$ 31.90	\$ 14,323.10	\$ 47.00	\$ 21,103.00	\$ 90.00	\$ 40,410.00	\$ 60.00	\$ 26,940.00	\$ 70.00	\$ 31,430.00	\$ 65.00	\$ 29,185.00	\$ 45.75	\$ 20,541.75	\$ 50.00	\$ 22,450.00	\$ 55.00	\$ 24,695.00
13	GRANULAR BACKFILL: Water main & casing pipe Storm sewer	374 lin. ft. 31 lin. ft.	\$ 35.00 \$ 35.00	\$ 13,080.00 \$ 1,085.00	\$ 39.00 \$ 40.00	\$ 14,586.00 \$ 1,240.00	\$ 19.60 \$ 17.30	\$ 7,330.40 \$ 536.30	\$ 28.00 \$ 28.00	\$ 10,472.00 \$ 868.00	\$ 28.00 \$ 28.00	\$ 10,472.00 \$ 868.00	\$ 35.30 \$ 35.30	\$ 13,202.20 \$ 1,094.30	\$ 50.40 \$ 36.60	\$ 18,849.60 \$ 1,346.60	\$ 17.00 \$ 15.00	\$ 6,358.00 \$ 465.00	\$ 30.00 \$ 29.00	\$ 11,220.00 \$ 899.00	\$ 50.00 \$ 50.00	\$ 18,700.00 \$ 1,550.00	\$ 33.00 \$ 33.00	\$ 12,342.00 \$ 1,023.00	\$ 22.00 \$ 22.00	\$ 8,228.00 \$ 682.00	\$ 35.16 \$ 12.05	\$ 13,149.84 \$ 373.55	\$ 23.00 \$ 21.00	\$ 8,602.00 \$ 651.00	\$ 45.00 \$ 45.00	\$ 16,830.00 \$ 1,395.00
14	STREET PAVEMENT RESTORATION: Water & sewer trenches (removal and replacement) Streets (2 1/2" asphalt binder & 1 1/2" asphalt surface) Gravel shoulders (8" depth)	76 sq. yds. 175 sq. ft.	\$ 75.00 \$ 50.00	\$ 5,700.00 \$ 8,750.00	\$ 59.00 \$ 1.50	\$ 4,484.00 \$ 262.50	\$ 44.60 \$ 2.80	\$ 3,389.60 \$ 490.00	\$ 48.00 \$ 4.00	\$ 3,648.00 \$ 700.00	\$ 45.00 \$ 8.00	\$ 3,420.00 \$ 1,400.00	\$ 40.00 \$ 61.00	\$ 3,040.00 \$ 10,675.00	\$ 49.20 \$ 72.50	\$ 3,739.20 \$ 12,687.50	\$ 48.00 \$ 3.00	\$ 3,648.00 \$ 525.00	\$ 180.00 \$ 21.00	\$ 13,680.00 \$ 3,675.00	\$ 130.00 \$ 10.00	\$ 9,880.00 \$ 1,750.00	\$ 76.00 \$ 10.00	\$ 5,776.00 \$ 1,750.00	\$ 45.00 \$ 8.00	\$ 3,420.00 \$ 1,400.00	\$ 115.05 \$ 4.00	\$ 8,743.80 \$ 700.00	\$ 73.00 \$ 7.00	\$ 5,548.00 \$ 1,225.00	\$ 80.00 \$ 10.00	\$ 6,080.00 \$ 1,750.00
15	TREE REMOVAL: 6 to 15-inch dia. Over 15-inch dia.	12 inch-dia. 96 inch-dia.	\$ 10.00 \$ 25.00	\$ 120.00 \$ 2,400.00	\$ 40.00 \$ 50.00	\$ 480.00 \$ 4,800.00	\$ 33.45 \$ 39.00	\$ 401.40 \$ 3,744.00	\$ 35.00 \$ 32.00	\$ 420.00 \$ 3,072.00	\$ 20.00 \$ 35.00	\$ 240.00 \$ 3,360.00	\$ 20.00 \$ 25.00	\$ 240.00 \$ 2,400.00	\$ 34.20 \$ 39.90	\$ 410.40 \$ 3,890.40	\$ 28.00 \$ 55.00	\$ 336.00 \$ 5,280.00	\$ 25.00 \$ 25.00	\$ 300.00 \$ 2,400.00	\$ 40.00 \$ 44.00	\$ 480.00 \$ 4,224.00	\$ 34.00 \$ 37.00	\$ 408.00 \$ 3,552.00	\$ 30.00 \$ 30.00	\$ 360.00 \$ 2,880.00	\$ 25.00 \$ 30.00	\$ 300.00 \$ 2,880.00	\$ 40.00 \$ 53.00	\$ 480.00 \$ 5,088.00	\$ 40.00 \$ 40.00	\$ 480.00 \$ 3,840.00
16	RESTORATION OF LAWNS AND PARKWAYS: Topsoil (4" depth) & seed	1,500 sq. yds.	\$ 12.00	\$ 18,000.00	\$ 11.50	\$ 17,250.00	\$ 13.05	\$ 19,575.00	\$ 7.00	\$ 10,500.00	\$ 14.00	\$ 21,000.00	\$ 10.50	\$ 15,750.00	\$ 6.30	\$ 9,450.00	\$ 8.00	\$ 12,000.00	\$ 7.00	\$ 10,500.00	\$ 5.00	\$ 7,500.00	\$ 9.00	\$ 13,500.00	\$ 4.00	\$ 6,000.00	\$ 6.25	\$ 9,375.00	\$ 7.50	\$ 11,250.00	\$ 10.00	\$ 15,000.00
17	SEDIMENTATION CONTROL: Silt Fence Drainage Structure Inlet Protection Filter Culvert Inlet Protection Rock Check Dams	1,450 lin. ft. 1 each 1 each 5 each	\$ 3.00 \$ 200.00 \$ 225.00 \$ 2,000.00	\$ 4,350.00 \$ 200.00 \$ 225.00 \$ 10,000.00	\$ 3.50 \$ 160.00 \$ 250.00 \$ 400.00	\$ 5,075.00 \$ 160.00 \$ 250.00 \$ 2,000.00	\$ 4.30 \$ 235.00 \$ 325.00 \$ 3,140.00	\$ 6,235.00 \$ 235.00 \$ 325.00 \$ 15,700.00	\$ 2.50 \$ 200.00 \$ 200.00 \$ 300.00	\$ 3,625.00 \$ 200.00 \$ 200.00 \$ 1,500.00	\$ 2.00 \$ 150.00 \$ 600.00 \$ 1,500.00	\$ 2,900.00 \$ 150.00 \$ 600.00 \$ 7,500.00	\$ 4.25 \$ 375.00 \$ 254.00 \$ 254.60	\$ 6,162.50 \$ 375.00 \$ 254.00 \$ 1,273.00	\$ 4.30 \$ 254.00 \$ 300.00 \$ 1,500.00	\$ 6,235.00 \$ 150.00 \$ 300.00 \$ 7,500.00	\$ 2.75 \$ 200.00 \$ 250.00 \$ 1,575.00	\$ 3,987.50 \$ 200.00 \$ 250.00 \$ 7,875.00	\$ 2.75 \$ 160.00 \$ 225.00 \$ 450.00	\$ 3,987.50 \$ 160.00 \$ 225.00 \$ 2,250.00	\$ 2.75 \$ 250.00 \$ 250.00 \$ 1,600.00	\$ 3,987.50 \$ 160.00 \$ 250.00 \$ 8,000.00	\$ 2.00 \$ 1.00 \$ 1.00 \$ 150.00	\$ 2,900.00 \$ 250.00 \$ 250.00 \$ 8,000.00	\$ 1.00 \$ 1.00 \$ 1.00 \$ 150.00	\$ 1,450.00 \$ 120.00 \$ 60.00 \$ 1,650.00	\$ 1.80 \$ 120.00 \$ 60.00 \$ 1,650.00	\$ 2,610.00 \$ 120.00 \$ 60.00 \$ 1,650.00	\$ 5.00 \$ 160.00 \$ 600.00 \$ 2,000.00	\$ 4.00 \$ 165.00 \$ 500.00 \$ 500.00	\$ 5,800.00 \$ 165.00 \$ 500.00 \$ 2,500.00	
18	REMOVE AND RELOCATE STREET SIGNS:	1 each	\$ 100.00	\$ 100.00	\$ 175.00	\$ 175.00	\$ 305.00	\$ 305.00	\$ 300.00	\$ 300.00	\$ 100.00	\$ 100.00	\$ 250.00	\$ 250.00	\$ 285.00	\$ 285.00	\$ 275.00	\$ 275.00	\$ 230.00	\$ 230.00	\$ 250.00	\$ 250.00	\$ 100.00	\$ 100.00	\$ 150.00	\$ 150.00	\$ 106.00	\$ 106.00				

Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager

FROM: James T. Knudsen, Director of Engineering Services 

DATE: February 29, 2012

RE: Southwest Area Water Main Extension Project -
Engineering Services Agreement for Construction Administration

In July of 2007, Public Works recommended approval of the Engineering Design Contract with Baxter and Woodman. This contract was approved at the August 20, 2007 Village Board meeting. After the contract was approved, the project was given to Engineering Services for administration. Since then, the project has experienced numerous difficulties with permitting and property acquisitions for right of way and easements.

In June of 2010 and 2011 the Village Board approved Amendment Nos. 1 and 2 to the Engineering Services Agreement. These amendments were for revising the plans and contract documents for the new water main route through the school property and to address unforeseen obstacles that had arisen with the alternative route. Those issues included; septic field problems on the school property, revisions to the Wayne Township Road District IGA cost estimate, additional permitting issues with the DuPage County Stormwater permit review process and complications with the easement on Trieste Lane. Over the past five years Baxter and Woodman has also provided a number of additional services at no cost, including; modified estimates of cost, alternate routes analysis, revised schedules, IEPA permit extensions, and advice on many other issues that have arisen.

Engineering Staff plans to perform much of the construction inspection and contract administration for this project. However, it may be necessary for us to utilize consultant inspection services if our Engineering Inspectors become too busy with other projects. The Kuhn Road Bike Path, Fair Oaks Road Rehabilitation, Flexible Pavement and the Phase I Rejuvenation Projects will all involve some level of Village project management and inspection this spring. Therefore, we anticipate some consultant inspection services will be required in addition to the necessary construction layout, meetings and record drawings. Due to the extremely involved and complex nature of the project, unusual circumstances and Baxter and Woodman's past performance and familiarity with the project the Engineering Services Department has requested and received a contract from Baxter and Woodman. Attached is the contract including a scope of services, estimated cost of services, hourly rates and direct cost summary for the project.

The estimated fee is \$39,950. When the budget was developed we contemplated full time resident engineering services at an estimated cost of \$138,000. At this time we

don't expect to utilize the full budget amount, although that may be necessary depending on project scheduling and inspector availability. Project costs will be billed at the hourly rates and actual hours of service provided whereas direct costs will be billed at the specified rates.

The agreement is presently being reviewed by the Village Attorney and some changes may be necessary. In the interest of avoiding delays to this project as well as the Fair Oaks Road Rehabilitation Project Staff is requesting approval the agreement conditioned upon final review and approval by the Village Attorney. Therefore, Staff recommends approval of the Southwest Area Water Main Extension Project Engineering Services Agreement for construction administration to Baxter and Woodman in the amount of \$39,950 subject to final review and approval by the Village Attorney.

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

attachment

VILLAGE OF CAROL STREAM, ILLINOIS
SOUTHWEST AREA WATER MAIN EXTENTIONS
CONSTRUCTION SERVICES

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of _____ 2012, by and between the Village of Carol Stream, Illinois, hereinafter referred to as the Village, and Baxter & Woodman, Inc., Consulting Engineers, hereinafter referred to as the Engineers, for engineering services required by the Village for the Southwest Area Water Main Extensions, hereinafter referred to as the Project.

WITNESSETH that in consideration of the covenants herein, these parties agree as follows:

SECTION 1. The Project as described in Exhibit A, attached hereto. After written authorization by the Village, the Engineers shall provide professional services for the Project. These services will include serving as the Village's representative in all phases of the Project, providing consultation and advice, and furnishing customary engineering and construction-related services, as enumerated in Exhibit B, attached hereto.

SECTION 2. The Village shall compensate the Engineers for the professional services enumerated in Exhibit B hereof as follows:

2.1. The Engineers' fee for the Construction Engineering Services described in Exhibit B Sections 1 through 5 shall be computed on the basis of their 2012 standard hourly billing rates which includes all overhead and profit for actual work time performed plus reimbursement of out-of-pocket expenses including travel costs for the period from the contract award to the original construction contract final completion date, which total amount will not exceed \$39,950 (except as provided in Paragraphs 3.12 and 3.13); Engineers' Project No. 070987.60.

2.2. The Engineers' fee for the additional services described in Exhibit B Section 6 shall be computed on the basis of their hourly billing rates plus reimbursement of out-of-pocket expenses including automobile travel.

SECTION 3. The parties hereto further mutually agree:

3.1 The Engineers may submit requests for periodic progress payments for services rendered. Payments shall be due and owing by the Village in accordance with

the terms and provisions of the Local Government Prompt Payment Act, Illinois Compiled Statutes, Ch. 50, Sec. 505, et. seq.; and the Engineers may, after giving seven (7) days written notice to the Village, suspend services under this Agreement until the Engineers have been paid in full all amounts due for services, expenses, and late payment charges as provided in such Act.

3.2 This Agreement may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party; or the Village may terminate this Agreement, in whole or in part, for its convenience. However, no such termination may be effected unless the terminating party gives the other party (1) not less than ten (10) calendar days written notice by certified mail of intent to terminate, and (2) an opportunity for a meeting with the terminating party before termination. If this Agreement is terminated by either party, the Engineers shall be paid for services performed to the effective date of termination, including reimbursable expenses. In the event of contract termination, the Village shall receive reproducible copies of Drawings, Specifications and other documents completed by the Engineers.

3.3 The Engineers agree to hold harmless and indemnify the Village and each of its officers, agents and employees from any and all liability claims, losses, or damages including reasonable attorney's fees to the extent that such claims, losses, damages or expenses are caused by the Engineers' negligent errors, acts or omissions, but not including liability, claims, losses or damages due to the negligence of the Village or other consultants, contractors or subcontractors working for the Village, or their officers, agents and employees.

In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of the Engineers and the Village they shall be borne by each party in proportion to its negligence.

The Village acknowledges that the Engineers is a Business Corporation and not a Professional Service Corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees.

The Village and Engineers agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

3.4 For the duration of the Project, the Engineers shall procure and maintain insurance for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting there from, alleged to arise from the Engineers' negligence in the performance of services under this Agreement. The Village shall be named as an additional insured on the

Engineers' general liability insurance policy. The policy which names the Village as an additional insured shall also name "its officers and employees" as covered parties, and that policy and the other policies specified below shall, with regards to certificates of insurance, provide that the coverage shall not be cancelled, modified or reduced without 10 days' prior written notice to the Village. All policies shall be with insurance companies with a rating of A- or above. The limits of liability for the insurance required by this Subsection are as follows:

- | | | |
|-----|---------------------------|-------------------------|
| (1) | Worker's Compensation: | Statutory Limits |
| (2) | General Liability | |
| | Per Claim: | \$1,000,000 |
| | Aggregate: | \$2,000,000 |
| (3) | Automobile Liability | |
| | Combined Single Limit: | \$1,000,000 |
| (4) | Excess Umbrella Liability | |
| | Per Claim and Aggregate: | \$5,000,000 |
| (5) | Professional Liability | |
| | Per Claim and Aggregate: | \$5,000,000/\$5,000,000 |

3.5 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of the Engineers and their officers, directors, employees, agents, and any of them, to the Village and anyone claiming by, through or under the Village, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty express or implied of Engineers or their officers, directors, employees, agents or any of them, hereafter referred to as the "Village's Claims", shall not exceed the total insurance proceeds available to pay on behalf of or to the Engineers by their insurers in settlement or satisfaction of Village's Claims under the terms and conditions of Engineers' insurance policies applicable thereto, including all covered payments made by those insurers for fees, costs and expenses of investigation, claims adjustment, defense and appeal. The limitation regarding insurance should only be applicable if the Engineers keep in place the insurance policies set forth in Section 3.4.

The Village and Engineers agree to waive against each other all claims for special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

3.6 The Engineers are responsible for the quality, technical accuracy, timely completion, and coordination of all Designs, Drawings, Specifications, Reports, and other

professional services furnished or required under this Agreement. The Engineers shall endeavor to perform such services with the same degree of knowledge, skill and diligence normally employed by professional engineers performing the same or similar services.

3.7 The Village may, at any time, by written order, make changes within the general scope of this Agreement in the services to be performed by the Engineers. If such changes cause an increase or decrease in the Engineers' fee or time required for performance of any services under this Agreement, whether or not changed by any order, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. No service for which an additional compensation will be charged by the Engineers shall be furnished without the written authorization of the Village.

3.8 All Reports, Drawings, Specifications, other documents, and electronic media prepared or furnished by the Engineers pursuant to this Agreement are instruments of service in respect to the Project, and the Engineers shall retain the right of reuse of said documents and electronic media by and at the discretion of the Engineers whether or not the Project is completed. Reproducible copies of the Engineers' documents and electronic media for information and reference in connection with the use and occupancy of the Project by the Village and others shall be delivered to and become the property of the Village upon request; however, the Engineers' documents and electronic media are not intended or represented to be suitable for reuse by the Village or others on additions or extensions of the Project, or on any other project. Any such reuse without verification or adaptation by the Engineers for the specific purpose intended will be at the Village's sole risk and without liability or legal exposure to the Engineers, and the Village shall indemnify and hold harmless the Engineers from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting there from. Any furnishing of additional copies and verification or adaptation of the Engineers' documents and electronic media will entitle the Engineers to claim and receive additional compensation from the Village. Electronic media are furnished without guarantee of compatibility with the Village's software or hardware, and the Engineers' sole responsibility for such media is to furnish replacements of defective disks within 30 days after initial delivery.

3.9 The Village will provide the site for the Project, and it warrants that all known hazardous materials on or beneath the site have been identified to the Engineers. The Engineers shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials. The Engineers shall not be required by the Village to provide certifications that soils, including soil mixed with other clean construction or demolition debris, are or are not contaminated.

3.10 During the progress of the construction work under this Agreement, the Engineers shall continuously monitor their costs and anticipated future costs, and if such monitoring indicates possible costs in excess of the amounts stated in Section 2 above, the Engineers shall notify the Village of such anticipated increase, and the scope of

services and/or the compensation for construction-related engineering services shall be adjusted by amendment to this Agreement. If the Village and the Engineers cannot agree on the amount of extra compensation for said anticipated increase of engineering costs, this Agreement shall then be considered to be terminated to the mutual benefit of these parties, without penalty to either party.

3.11 The not-to-exceed amount for construction-related engineering services set forth in Section 2 above does not include any overtime hours for Resident Project Representatives. In the event the Contractor works more than eight (8) hours on any weekday, or works any time on Saturdays, Sundays or holidays, during which time Resident Project Representatives are required to be present, the Village shall pay the Engineers extra compensation at the Engineers' hourly rates on a time-and-a-half basis for all time of more than eight (8) hours on any weekday and all time on Saturdays, and on a double time basis for all time on Sundays and holidays.

3.12 The Engineers are an equal opportunity employer and hereby incorporate the requirements of 44 Ill. Adm. Code 750 Appendix A, as applicable.

3.13 Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

3.14 To the extent required by law, the Engineers agree to comply with the provisions of the Employment of Illinois Workers on Public Works Act, and to comply with all other provisions of Illinois law, which affect the persons who perform work and the conditions under which their work takes place. In the event that the terms of this Agreement, or the actions of the Engineers are found to have not complied with the law, then the Engineers shall indemnify and hold the Village harmless, and pay all amounts determined to be due, including, but not limited to fines, costs, attorneys' fees and penalties.

3.15 This Agreement contains and embodies the entire and integrated agreement between parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral.

IN WITNESS WHEREOF, the parties hereto have caused the execution of this Agreement by their duly authorized officers as of the day and year first above written.

BAXTER & WOODMAN, INC.

VILLAGE OF CAROL STREAM, ILLINOIS

By _____
Vice President/COO

By _____
Mayor

Date of Signature

Date of Signature

(SEAL)

ATTEST:

ATTEST:

Deputy Secretary

Clerk

Attachment

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(Latest update 5-2-11)

VILLAGE OF CAROL STREAM, ILLINOIS
SOUTHWEST AREA WATER MAIN EXTENSIONS
CONSTRUCTION SERVICES

EXHIBIT A

PROJECT DESCRIPTION

This Project includes construction engineering related services and consists of:

Part A – Fair Oaks Road and Lies Road Loop. The proposed construction consists of the installation of approximately 1,600 lineal feet of 12-inch ductile iron water main, one 12-inch gate valve, 2 fire hydrants, one 8-inch x 8-inch pressure connection, 2 valve vaults, complete surface restoration and other miscellaneous items of work.

Part B – Fair Oaks Road, Trieste Lane, St. Charles Road and North Avenue Loop. The proposed construction consists of the installation of approximately 4,200 lineal feet of 12-inch ductile iron water main by open cut trench construction, 150 lineal feet of 12-inch in a 24-inch diameter steel casing pipe installed by auger boring, seven 12-inch diameter gate valves, one 8-inch diameter gate valve, 12 fire hydrants, 8 valve vaults, complete surface restoration and other miscellaneous items of work.

Part B - "Alternate Segment" – St. Charles Road and North Avenue. The proposed construction consists of the installation of approximately 1,600 lineal feet of 12-inch ductile iron water main by open cut trench construction, 750 lineal feet of 12-inch ductile iron installed by horizontal directional drilling, two 12-inch diameter gate valves, 8 fire hydrants, 2 valve vaults, complete surface restoration and other miscellaneous items of work.

\\corp.baxwood.com\Projects\Itasca\CRSTV\070987\Exhibit A.doc

VILLAGE OF CAROL STREAM, ILLINOIS
SOUTHWEST AREA WATER MAIN EXTENSIONS
CONSTRUCTION SERVICES

EXHIBIT B

SCOPE OF SERVICES

1. Act as the Village's representative with duties, responsibilities and limitations of authority as assigned in the construction contract documents.
2. CS100 - PROJECT INITIATION
 - Attend and prepare minutes for the preconstruction conference, and review the Contractor's proposed construction schedule and list of subcontractors.
 - Prepare Award Letter, Agreement, Contract Documents, Performance/Payment Bonds, and Notice to Proceed. Review Contractor insurance documents.
3. CS105 - CONSTRUCTION ADMINISTRATION
 - Review construction record drawings for completeness prior to submission to CADD.
 - Manage the Project 1.0 hour/month.
4. CS110 - FIELD OBSERVATION
 - Provide Resident Project Representatives at the construction site as needed at the request of the Village on a full-time basis of forty (40) hours per week for 4 weeks -(160 hours) and on a part-time basis for 2 weeks (40 hours) for a total of 200 hours of not more than eight (8) hours per regular weekday, Monday through Friday, not including legal holidays from the Engineers' office, to assist the Contractor with interpretation of the Drawings and Specifications, to observe in general if the Contractor's work is in conformity with the Final Design Documents, and to monitor the Contractor's progress as related to the Construction Contract date of completion. The Resident Project Representative will assist the Surveyors with stake-out of the construction lines and grades (40 hours). The construction Contractor is a separate company from the Engineers. The Village understands and acknowledges that the Engineers are not responsible for the Contractor's construction means, methods, techniques, sequences or procedures, time of performance, compliance with Laws and Regulations, or safety precautions and programs in connection with the Project, and the Engineers do not guarantee the performance of the Contractor and are not responsible for the Contractor's failure to execute the work in accordance with the construction contract documents.
 - Provide a Construction Survey Crew to layout the necessary base lines, benchmarks, and reference points to enable the Contractor to proceed with the work (80 hours).

- Keep a daily record of the Contractor's work and provide to the Village on those days that the Engineers are at the construction site including notations on the nature and cost of any extra work.

5. CS130 - COMPLETION OF PROJECT

- Prepare construction record drawings which show field measured dimensions provided by the Village of the completed work which the Village considers significant and provide the Village with one set of reproducible record drawings within ninety (90) days of the Project completion.

6. CS160 - WARRANTY AND ANNIVERSARY SERVICES

- Provide construction-related engineering services including, but not limited to, General Construction Administration and Resident Project Representative Services after the original construction contract final completion date for the Project.
- Provide construction-related engineering services regarding warranty/anniversary work by the Contractor after the Project, or parts thereof, has been accepted for operational use by the Village. Such services will include, but not be limited to assistance to the Village in enforcing the Contractor's guaranty to repair or replace defective work within the warranty time stated in the construction contract documents for the Project.

I:\Itasca\CRSTV\110364.60-WRC Improvements\Contract\Construction Services Exhibit B.doc

Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: William N. Cleveland, Assistant Village Engineer *WNC*
DATE: February 29, 2012
RE: Agreement for Grant of Sanitary Sewer and Watermain
Easement for the Southwest Watermain Project

Engineering staff has obtained two easements from Jeffrey Keim for construction of a water main loop from McCaslin Park, along North Avenue and St. Charles Road, through the Benjamin School Property, along Trieste Lane and Fair Oaks Road, to the existing water main at Tall Oaks Lane. This is the final piece needed to award the Southwest Water Main Project in its entirety, and will allow Benjamin Middle School to connect to village water.

A condition of the easement agreement is to allow for a water service connection to the single family home at 2N710 Morton Road prior to contiguity and annexation to the village. The Grantor is allowed to keep the existing well in service for non-potable uses such as landscape watering and pond filling. The Village also agrees to abide by any prior agreements between the Grantor and Carol Stream Park District regarding land or cash donations upon future development of the Grantor Property. (This agreement was related to the Sale of the property for McCaslin Park). Finally, the Village agrees to pay \$600 per acre for any crop damage that might occur during construction.

These easements are critical to providing a looped system for more reliable service to this area, rather than a long dead end system that could be affected by breaks and water quality. Engineering staff therefore recommends that the Agreement for Grant of Sanitary Sewer and Water Main Easement be approved and recorded with the Plat of Easement at the DuPage County recorders office, and the Plat of Dedication and Grant of Easement be approved, to be signed and recorded by the Wayne Township Road District.

Cc: James T. Knudsen, Director of Engineering Services
Bob Glees, Community Development Director
Phil Modaff, Director of Public Works

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING A GRANT OF SANITARY SEWER
AND WATER MAIN EASEMENT
(JEFFREY A. KEIM - SOUTHWEST WATER MAIN EXTENSION PROJECT)**

WHEREAS, the Mayor and Board of Trustees of the Village of Carol Stream have determined that it is in the best interest of the Village to execute an Agreement for Grant of Sanitary Sewer and Water Main Easement between Jeffrey A. Keim ("Grantor") and the Village of Carol Stream ("Grantee") in connection with the Southwest Watermain Project.

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

SECTION 1: That the Mayor and Village Clerk of the Village of Carol Stream be and the same are hereby authorized to execute the Agreement for Grant of Sanitary Sewer and Water Main Easement, attached hereto as Exhibit "A" and as approved by the Village Attorney. The address of the property is: 2N710 Morton Road, West Chicago, Illinois, with a P.I.N. of 01-36-100-032.

SECTION 2: That the Mayor and the Village Clerk of the Village of Carol Stream be and the same are hereby authorized to execute the Plat of Easement in connection herewith, and direct the Village Clerk to record with the DuPage County Recorder's Office the Agreement for Grant of Sanitary Sewer and Water Main Easement and Plat of Easement.

SECTION 3: That all resolutions or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, expressly repealed.

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

PASSED AND APPROVED THIS 5th DAY OF MARCH, 2012.

AYES:

NAYS:

ABSENT:

Pamela J. Fenner, Mayor Pro-Tem

ATTEST:

Beth Melody, Village Clerk

PLAT OF EASEMENT

SANITARY & WATERMAIN EASEMENT LEGAL DESCRIPTION

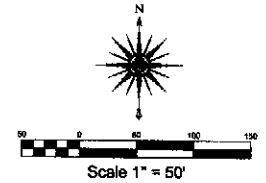
THAT PART OF THE NORTH-EAST QUARTER OF SECTION 38 AND THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 38, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF PARCEL 1 OF NORTH AVENUE PROPERTY ASSIGNMENT PLAT, RECORDED JULY 26, 1998 AS DOCUMENT R1988-152505, SAID POINT OF BEGINNING ALSO BEING ON THE NORTH LINE OF NORTH AVENUE (STATE SOUTH AND HERETOFORE DEDICATED PER DOCUMENTS 232201, 232201 AND 334252; THENCE NORTH 81 DEGREES 08 MINUTES 33 SECONDS WEST ALONG SAID NORTH LINE 402.30 FEET TO THE INTERSECTION OF THE NORTH LINE OF SAID NORTH AVENUE AND THE EAST LINE OF KEIM / VAN KAMPEN ASSIGNMENT PLAT, RECORDED ALBERT 2, 1990 AS DOCUMENT R1988-152505; THENCE NORTH 80 DEGREES 02 MINUTES 00 SECONDS WEST ALONG SAID EAST LINE OF KEIM / VAN KAMPEN ASSIGNMENT PLAT, 25.39 FEET TO A POINT ON A LINE 70 FEET NORTHEASTERLY AND PARALLEL TO SAID NORTH LINE OF NORTH AVENUE; THENCE SOUTH 81 DEGREES 08 MINUTES 33 SECONDS EAST ALONG SAID 25 FEET PARALLEL LINE, 402.37 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL 1; THENCE SOUTH 80 DEGREES 02 MINUTES 00 SECONDS EAST ALONG SAID EAST LINE OF PARCEL 1, 25.30 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

SANITARY & WATERMAIN EASEMENT PROVISIONS

AN EASEMENT IS HEREBY RESIGNED FOR AND GRANTED TO THE VILLAGE OF CAROL STREAM, ILLINOIS, WHERE EASEMENT IS INDICATED BY A DASHED LINE AND MARKED "SANITARY & WATERMAIN EASEMENT", "EASEMENT PREMISES", TO INSTALL, CONSTRUCT, OPERATE, MAINTAIN, REPAIR AND RENEW ITS SANITARY SEWER, WATER MAIN AND/OR FORCE MAIN AND ALL OTHER APPURTENANCES OR FACILITIES, WHICH MAY BE USED IN CONNECTION WITH THE SANITARY SEWER OR WATER MAIN AND TO EXCAVATE BENEATH THE SURFACE THEREOF FOR THE PURPOSES OF INSTALLING, CONSTRUCTING, OPERATING, MAINTAINING, REPAIRING OR RENEWING ANY SANITARY SEWER OR WATER MAIN. ANY EXCAVATION OR OTHER WORK INVOLVING AN OPENING OF ANY PORTION OF THE EASEMENT PREMISES AND ANY LAND ADJACENT THEREIN TO BE AFFECTED SHALL BE COMPLETED IN A REASONABLE TIME AND AFTER COMPLETION OF SAID EXCAVATION OR OTHER WORK, THE SURFACE OF EACH PORTION OF THE EASEMENT PREMISES AND ADJACENT LAND SHALL BE RESTORED, AT THE VILLAGE'S EXPENSE AND IN A PROMPT MANNER, TO THE CONDITION AS BEFORE SAID OPENING. NO PERMANENT BUILDINGS OR TREES SHALL BE PLACED ON THE EASEMENT PREMISES, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT INTERFERE, THEN OR LATER WITH THE AFFORSAID USES OR RIGHTS HEREBY GRANTED AND PROVIDED THE ESTABLISHED GROUND ELEVATIONS REMAIN UNCHANGED ON THE EASEMENT PREMISES.

VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS)
 COUNTY OF DUPAGE) S.S.
 ACCEPTED AND APPROVED BY THE VILLAGE BOARD OF THE VILLAGE OF CAROL STREAM, ILLINOIS.
 DATED THIS _____ DAY OF _____, 20____.
 BY: _____ PRESIDENT
 ATTEST: _____ VILLAGE CLERK



North Avenue Property Assessment Plat
 Document R1998-152505

Keim / Van Kampen Assessment Plat
 Document R1993-169367

Pin # 01-36-100-032

PARCEL 1

PARCEL 2

ST. CHARLES ROAD

AREA OF SANITARY & WATERMAIN EASEMENT
 9,580 SQ. FT.
 0.220 ACRES

402.37 S 81°05'33" E
 25' SANITARY & WATERMAIN EASEMENT
 402.82 N 81°05'33" W

NORTH AVENUE ROUTE 64
 (ILLINOIS)

(HERETOFORE DEDICATED PER DOCS. 232200, 232201, 334803)

OWNER'S CERTIFICATE

STATE OF ILLINOIS) S.S.
 THIS IS TO CERTIFY THAT _____ IS THE OWNER OF THE LAND DESCRIBED IN THE ANNEXED PLAT, AND HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED, AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN HAS CAUSED AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

BY: _____ ATTEST: _____
 TITLE: _____ TITLE: _____
 DATED THIS _____ DAY OF _____, 20____.

NOTARY CERTIFICATE

STATE OF ILLINOIS) S.S.
 COUNTY OF _____)
 I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE OF ILLINOIS, DO HEREBY CERTIFY THAT _____ ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OFFICERS, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED THE ANNEXED PLAT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.
 GIVEN UNDER MY HAND AND NOTARY SEAL THIS _____ DAY OF _____, 20____.
 NOTARY PUBLIC (SEAL)

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS) S.S.
 COUNTY OF DUPAGE)
 I, _____, COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO UNPAID GENERAL TAXES, NO UNPAID CLIENT TAXES, NO UNPAID FORECLOSED TAXES, AND NO PREDECEASED TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT.
 I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE ANNEXED PLAT.

DUPAGE COUNTY CLERK (SEAL)
 DATED THIS _____ DAY OF _____, 20____.

- LEGEND
- SET BACK FOOT
 - FOUND FROM PLOT
 - CORNER IN CONCRETE
 - MONUMENT
 - FENCE
 - RECALCULATED DISTANCE
 - RECORDED DISTANCE
 - RIGHT OF WAY

STATE OF ILLINOIS)
 COUNTY OF MOHAWK)

I HEREBY CERTIFY THAT WE HAVE PREPARED THIS PLAT OF THE PARCEL OF LAND DESCRIBED ABOVE BASED ON EXISTING SURVEY INFORMATION. THE PLAT HEREON DRAWN IS A COMPACT REPRESENTATION OF SAID SURVEY AND CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

BAKTER & WOODMAN CONSULTING ENGINEERS
 DATE: **DRAFT**



"LICENSE EXPIRES 11-30-09"

MY PROFESSIONAL LICENSE RENEWAL DATE IS 11/30/09

COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS) S.S.
 COUNTY OF DUPAGE)
 THIS INSTRUMENT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS, ON THE _____ DAY OF _____, A.D. _____ AT _____ O'CLOCK _____ M.

DUPAGE COUNTY RECORDER (SEAL)

1. THE LEGAL DESCRIPTION HEREON IS THAT WHICH HAS PREVIOUSLY BEEN RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF DUPAGE, ILLINOIS, AND IS HEREBY INCORPORATED BY REFERENCE INTO THIS PLAT. NO OTHER INSTRUMENTS ARE REFERRED TO OR BY THIS PLAT. NO OTHER INSTRUMENTS ARE REFERRED TO OR BY THIS PLAT. NO OTHER INSTRUMENTS ARE REFERRED TO OR BY THIS PLAT. NO OTHER INSTRUMENTS ARE REFERRED TO OR BY THIS PLAT.

PLAT OF EASEMENT

Bakter & Woodman
 Crystal Lake, Illinois 815.468.1300
 (Equality Engineers)

815.468.1300 • CRYSTAL LAKE, IL 60145
 FAX: 815.468.1300

DRAWN BY: ASB	DATE: _____	REVISION: _____
CHECKED BY: ASB	DATE: _____	REVISION: _____
S.T.R.: 30-00-9	SCALE: 1" = 50'	JOB NO.: 070987
CLIENT: Village of Carol Stream		

I, ANTHONY MANCINI, P.L.S., P.E., LICENSE NO. 062-0020, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF ILLINOIS, HEREBY CERTIFY THAT I AM THE AUTHOR OF THIS PLAT AND THAT I AM A MEMBER IN GOOD STANDING OF THE ILLINOIS SURVEYORS ASSOCIATION. I HEREBY CERTIFY THAT I AM NOT PROVIDING THIS SERVICE TO ANY OTHER PARTY AT THE SAME TIME AND PLACE AS THIS SERVICE. I HEREBY CERTIFY THAT I AM NOT PROVIDING THIS SERVICE TO ANY OTHER PARTY AT THE SAME TIME AND PLACE AS THIS SERVICE. I HEREBY CERTIFY THAT I AM NOT PROVIDING THIS SERVICE TO ANY OTHER PARTY AT THE SAME TIME AND PLACE AS THIS SERVICE.

PREPARED BY AND RETURN TO:

Henry S. Stillwell III
Rathje & Woodward, LLC
300 E. Roosevelt Road
Suite 300
Wheaton, IL 60187

**AGREEMENT FOR GRANT OF SANITARY SEWER
AND WATER MAIN EASEMENT**

THIS AGREEMENT FOR GRANT OF SANITARY SEWER AND WATER MAIN EASEMENT is made this 29th day of February, 2012, by **JEFFREY KEIM** (hereinafter "Grantor"), to the **VILLAGE OF CAROL STREAM**, an Illinois municipal corporation (hereinafter referred to as "Grantee").

RECITALS:

A. Grantor is the owner of a parcel of real estate located in unincorporated DuPage County, Illinois which is legally described on Exhibit A attached hereto (the "Grantor's Property").

B. Grantee desires to construct, install, reconstruct, replace, remove, repair, alter, inspect and maintain its water main and sanitary sewer on the portion of the Grantor's Property in the area legally described and depicted on Exhibit B attached hereto (the "Easement Premises").

C. Grantor has agreed to grant to Grantee an easement in the Easement Premises for the purpose of constructing, installing, reconstructing, replacing, removing, repair, altering, inspecting and maintaining a water main and sanitary sewer in accordance with the terms of this Grant of Easement.

WITNESSETH:

For and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged and the benefits to be derived from this Grant of Easement:

1. **Easement.** Grantor hereby grants to the Grantee a permanent, perpetual and non-exclusive easement for the right, privilege and authority to construct, install, reconstruct, replace, remove, repair, alter, inspect, and maintain a water main and all facilities incidental thereto (the "Water Main") and a sanitary sewer, in, on, upon, over, through, across and under the Easement Premises together with reasonable access thereto.

2. **Temporary Construction Easement.** Grantor hereby grants to the Grantee a Temporary Construction Easement in the area legally described and depicted as Temporary Construction easement on Exhibit B attached hereto, for the purpose of constructing and installing the Water Main, which Temporary Construction Easement shall be in effect beginning on a date selected by Grantee upon not less than thirty (30) days written notice to Grantor but not later than 5 months following date of this Agreement (the "**Temporary Easement Commencement Date**"), and shall remain in effect only for a period of eighteen (18) consecutive months after the Temporary Easement Commence Date or until the completion of the Project, whichever is the earlier (the "**Temporary Easement Period**").

3. **Restoration/Crop Damage.** All installation, maintenance and repair done by Grantee hereunder shall be done with a minimum of interference with Grantor's use of the Grantor's Property, including the Easement Premises. The Grantee covenants and agrees to restore, at its sole cost and expense, all portions of the Grantor's Property to a condition equal to or better than that existing immediately preceding any work conducted, including, without limitation, repairing and replacing survey monuments, landscaping, shrubbery, trees, grass areas, pavement, fences, topsoil, drain tiles, drain tile connections, drainage courses, grades and all other structures and topographical conditions thereby affected. Any such restoration shall be commenced as soon as practicable following the Grantee's completion of the work it may from time to time perform hereunder and shall be completed in a good and workmanlike manner, free of defects and debris. In the event any part of the Work results in damage to or destruction of crops planted on the Grantor Property, Grantee shall compensate Grantor at the rate of Six Hundred Dollars (\$600.00) per acre, prorated for any partial acre, so damaged or destroyed ("**Crop Damage Payment**"). The Crop Damage Payment shall be paid by Grantee to Grantor within thirty (30) days following the occurrence of the crop damage.

4. **Use by Grantee.** Grantor hereby agrees with the Grantee that the officers, agents or employees of the Grantee whenever elected, appointed or hired, may at any and all times designated herein, when necessary and convenience to do so, go in, on, upon, over and across the Easement Premises, and do and perform any and all acts necessary or convenience to the carrying into effect the purposes for which this Grant and the easement created hereby are made, and that the Grantor shall not disturb, molest, injure or in any manner interfere with, or in any way restrict access to, the aforesaid improvements, and activities incidental hereto, provided the same do not adversely affect any other part of the Grantor Property.

5. **Recapture.** Grantor shall not be required to pay any Recapture Fee for the costs to design, construct and install the Water Main, including the tap-on and connection fees, within the Easement Premises. Grantee further waives the right to require the payment of any Recapture Fee from Grantor for the costs for the 1995 utilities extension, including without limitation water and sewer lines. The foregoing waivers of the respective Recapture Fees by Grantee constitute a material part of the consideration relied upon by Grantor in entering into this Agreement. Said waivers shall constitute a bar against any and all claims, demands, actions and causes of action made by Grantee now or any time in the future pertaining to the Recapture Fees.

6. **Water Connection for Existing House.** A single family house currently exists upon the Grantor's Property (2N710 Morton Road). Prior to annexation of the Grantor's Property to the Village and for the sole purpose of providing potable water for use of the residents of the single family house, Grantor shall be allowed to construct, at its sole costs and

expense, a 1½ inch private water service from the Water Main or other available Village water main to the single family house and to connect to the Water Main or other available Village water main. The construction of such private water service shall be in conformance with all laws and ordinances of the Village of Carol Stream. Grantee shall comply with all permit and ordinance requirements and the Village agrees to waive the tap-on and connection fee for this one water service connection. Grantor's connection to the Water Main shall be conditioned upon the following: (a) Grantor shall disconnect the current water service from any existing well and eliminate any cross connections; b) Grantor shall discontinue use of any existing well as a potable water supply; and c) Grantor shall execute an Application and Consent to Rules – Carol Stream Water Service User, Exhibit C attached hereto. Grantor shall be allowed to use the existing well solely for the non-potable purposes of supplying water to landscaping, agricultural crops and the existing lake upon the Grantor's Property and shall be prohibited from use of any wells for potable purposes. Grantor shall maintain the well in strict accordance with all health laws and regulations of the Village of Carol Stream, County of DuPage and State of Illinois. In the event that the well is determined to be contaminated, is found to be used for potable purposes or is determined to be cross connected with the Village's water system, Grantor shall be required to abandon and cap the well in accordance with applicable law or the Village shall be allowed to discontinue water service to the Grantor's Property. Grantor shall abide by the same ordinances, laws, rules and regulations with respect to the public water service as consumers and customers within the corporate limits of the Village including, but is not limited to any sprinkling bans or limitations which may be imposed by the Village in the event said system is connected to the Village's water supply. Until the Property is annexed to the Village, Grantor shall pay 150% of the customer charges applicable to uses within the Village.

7. Insurance; Liens; Indemnification.

7.01 Insurance: Grantee shall require any third party contractors constructing, installing, repairing or maintaining the Water Main to maintain commercial general liability insurance during the time any such work is performed within the coverage limits of not less than Two Million Dollars combined single limit, during the time any such work is performed within the Easement Premises. Grantor shall be named as an additional insured under each insurance policy and a certificate of insurance verifying said coverage and identifying Grantor as an additional insured shall be delivered to Grantor prior to entry upon the Easement Premises and/or commencement of the work.

7.02 Indemnification: Grantee shall indemnify, hold harmless and defend the Grantor from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs, and expenses (including reasonable attorney fees) imposed upon or incurred by or asserted against the Grantee by reason of any accident, injury to, or death of persons or loss of or damage to property occurring on or about the Easement Premises or any part thereof or the adjoining property and arising out of any negligent act or willful misconduct of the Grantee, including its employees, volunteers, agents, guests, invitees, and contractors; except, the Grantee shall have no liability for damages or the costs incident thereto caused by the negligence of any indemnified party.

7.03 Liens: Grantee shall not cause or allow any liens or claims for lien to be filed against the Easement Premises or Grantor's Property and shall cause any lien or claim for lien

made in violation hereof to be fully discharged and released of record within thirty (30) days after the recordation.

8. **Park District Agreement.** The Village will acknowledge and not object to any agreement between the Grantor and the Carol Stream Park District regarding land or cash donations upon future development of the Grantor Property.

9. **Successor and Assigns; Runs With the Land.** The easements granted herein shall run with the land and the covenants, agreements, terms, conditions, obligations, rights, interest herein contained or provided for shall be likewise binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, successors, grantees, lessees and assigns. If any of the easements, rights, restrictions, agreements or covenants created by this Agreement would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such easements, rights, restrictions, agreement or covenants shall continue only after 21 years after the death of the last survivor of the now living lawful descendants of Barak Obama, President of the United States.

10. **Governing Law.** This Grant shall be governed by and construed in accordance with the laws of the State of Illinois.

11. **Notice.** All notices, communications and waivers under this Agreement shall be in writing and shall be (i) delivered in person or (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (iii) by overnight express carrier, addressed in each case to the parties as set forth below:

If to Grantee: Village of Carol Stream
500 N. Gary Ave.
Carol Stream, IL 60188

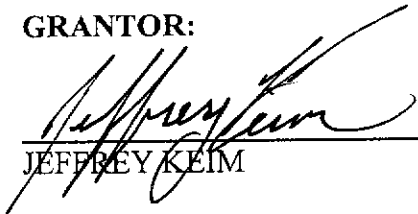
If to Grantor: Jeffrey Keim
941 W. Liberty Drive
Wheaton, IL 60187

12. **Amendments.** This Agreement may be modified, amended or annulled only by the written agreement of the parties that is executed and delivered by authorized representatives of the parties.

13. **Entire Agreement; Successors and Assigns.** This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. The terms "Grantor" or "Grantee" as used herein shall be deemed to include any and all successors, grantees and assigns of such parties and their respective successors, grantees and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Grant of Easement to be executed as of the day and year first set forth above.

GRANTOR:



JEFFREY KEIM

GRANTEE:

VILLAGE OF CAROL STREAM, an
Illinois municipal corporation

By: _____
Name: _____
Its: _____

STATE OF ILLINOIS)
)ss
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JEFFREY KEIM, personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 31st day of February, 2012.

Jessica L. Tullier
Notary Public OFFICIAL SEAL
JESSICA L. TULLIER
Notary Public, State of Illinois
My Commission Expires 04/01/2012

STATE OF ILLINOIS)
)ss
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, _____, and _____, of _____, a _____, who are personally known to me to be the same persons whose names are subscribed to the foregoing instruments as such _____ and _____, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said _____ then and there acknowledged that he, as custodian of the records of the corporation, did affix the corporate seal of said corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this ___ day of _____, 2012.

Notary Public

Exhibit A

LEGAL DESCRIPTION

THAT PART OF THE NORTHEAST QUARTER OF SECTION 35 AND THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTH OF AND BRANIGAR'S 1ST ADDITION TO WAYNE OAKS SUBDIVISION (EXCEPT THE NORTH 300 FEET THEREOF), AND LYING NORTH OF THE NORTH LINE OF ILLINOIS ROUTE 64 (NORTH AVENUE) AS DEDICATED PER DOCUMENTS 252200, 252201 AND 334933 AND LYING EAST OF THE EAST LINE OF KEIM/VAN KAMPEN ASSESSMENT PLAT, RECORDED AS DOCUMENT R93-169367, IN DUPAGE COUNTY, ILLINOIS.

AND ALSO EXCEPT:

THAT PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN FURTHER DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 36 AND THE NORTH LINE OF NORTH AVENUE (STATE ROUTE 64) HERETOFORE DEDICATED PER DOCUMENT NUMBERS 25220, 252201 AND 334933; THENCE NORTH 81 DEGREES 07 MINUTES 06 SECONDS WEST, 1156.76 FEET ALONG SAID NORTH LINE; THENCE NORTH 00 DEGREES 00 MINUTES 27 SECONDS EAST, 336.26 FEET; THENCE NORTH 50 DEGREES 41 MINUTES 48 SECONDS WEST, 41.35 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 27 SECONDS EAST, 174.66 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 33 SECONDS EAST, 150.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 27 SECONDS EAST, 720.00 FEET; THENCE NORTH 88 DEGREES 32 MINUTES 12 SECONDS EAST, 773.01 FEET; THENCE SOUTH 28 DEGREES 41 MINUTES 31 SECONDS EAST, 530.58 FEET TO THE AFOREMENTIONED WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 36; THENCE SOUTH 00 DEGREES 09 MINUTES 37 SECONDS WEST, 990.00 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PERMANENT INDES NUMBER: 01-36-100-032

ADDRESS OF PROPERTY: 2N710 MORTON ROAD, WEST CHICAGO, IL

Exhibit B

See following 1 page

Exhibit C

See following 2 pages

**APPLICATION AND CONSENT TO RULES
CAROL STREAM WATER SERVICE USER**

The Applicant certifies that he/she/they are the owners ("Owners") of the Property with the common street address of: _____.

This form is an application to receive water from the Village of Carol Stream ("Village") potable water system at the above-specified address and to consent to the rules instituted from time-to-time by ordinance or administrative rule of the Village, or by State statute, which provides the terms and conditions under which residential water users may receive potable water service from the Village.

The Owners hereby consent and acknowledge that in their use of the potable water service of the Village they will fully comply with all such rules, regulations and statutes ("Rules") and that they will do so whether the Property at which they receive water is located within or outside of the corporate boundaries of the Village of Carol Stream. If the Property is located outside of the boundaries of the Village, the Owners consent to the jurisdiction by the Village of the exercise of its ordinances regulating the potable water system, including civil or quasi-criminal penalties, as if the Property were contained within the corporate boundaries of the Village. The Owners will not raise any lack of jurisdiction as counter-claim, affirmative defense or as a motion to dismiss, to any claim, demand or suit, but may defend against any such action by the Village in the same way as if the Property were located within the corporate boundaries of the Village.

The Owners consent to the shut-off of potable water service by the Village in the event that the Owners fail to: (1) Properly connect to the Village's system; (2) Report water leaks or any contamination; (3) Except for any water well allowed by the Village to be used for non-potable purposes, seal any water well on the Property within sixty (60) days after the connection of municipal water and not to install another well while Village water service is provided and furnish the Village with written evidence that the well has been sealed and no new wells put into service; (4) Abide by all of the rules and regulations applicable to a residential water user including but not limited to restrictions on water usage; (5) Promptly pay the water bills.

Subject to Village approval, the Owners may be allowed to keep and maintain an existing water well only in accordance with the following terms and conditions:

1. The water service connection and the well system plumbing must meet the requirements of the current edition of the Illinois Plumbing Code.
2. The private well must be used strictly for irrigation of lawn and landscaping.
3. The installation must be approved by the Village's building official as providing positive separation between the public water supply system and the private well system.
4. The property owner must consent to inspections by the Village of Carol Stream at reasonable hours for the purpose of ensuring that positive separation exists between the public water supply system and the private well system.
5. The well must comply with the requirements of the DuPage County Health Department.
6. A notice of supplemental well must be recorded on the property title in accordance with the requirements of the DuPage County Health Department.

**APPLICATION AND CONSENT TO RULES
CAROL STREAM WATER SERVICE USER**

7. The well must be inspected and sampled at the owners' expense by the DuPage County Health Department.
8. The well must be tested annually at the owners' expense, and the results provided to the Village within seven working days.
9. If the private well is ever found to be contaminated, it must be capped and taken out of service in accordance with the requirements of the DuPage County Health Department.
10. If contamination is found to exist in another well in the vicinity of the property, and the Village determines that there is reasonable cause to conclude that the threat of contamination exists, then the private well must be capped and taken out of service in accordance with the requirements of the DuPage County Health Department.

In promulgating Rules and notifying the Owners of the existence of such Rules, the Village shall only be required to take such actions as it takes with regard to other residential water users of the Village's system.

The Owners may require, from time-to-time, in writing, a list of the Rules of the Village applicable to their use of potable water and payment for such water and information regarding any loan applicable to the Property. It shall be the obligation of the Owners to make any subsequent Owners of the Property aware of the Application and Consent herein granted. The Village shall accept this Application and Consent by initially providing potable water to the Property. The Owners shall procure the signature of all Owners of the Property at the time of the execution of this document, but the failure to do so shall not release or waive the obligations of those parties that do execute this Application and Consent form for which they shall be jointly and severally liable for the obligations provided for herein both financial and with regard to the Rule.

Dated: _____

OWNERS:

AGENDA ITEM

I-2 3-5-12

RESOLUTION NO. _____

A RESOLUTION APPROVING A PLAT OF DEDICATION AND GRANT OF EASEMENT

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

SECTION 1: Approval is hereby given to accept a Plat of Dedication and Grant of Easement on vacant property with Permanent Index Number: 01-35-201-019, as shown on Exhibit "A".

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

PASSED AND APPROVED THIS 5th DAY OF MARCH, 2012.

AYES:

NAYS:

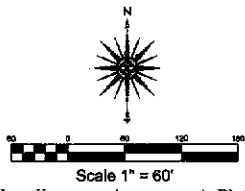
ABSENT:

Pamela J. Fenner, Mayor Pro-Tem

ATTEST:

Beth Melody, Village Clerk

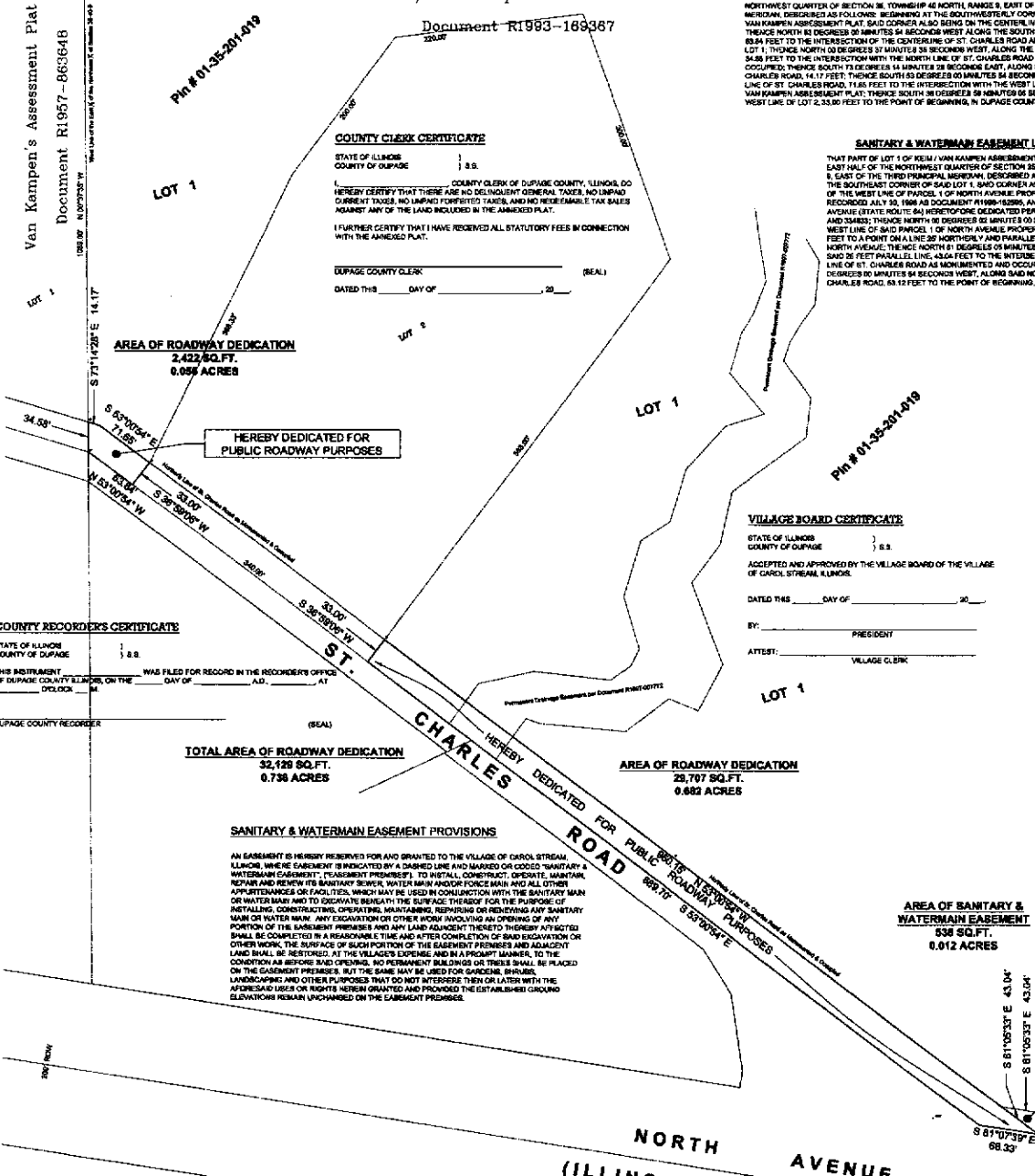
PLAT OF DEDICATION AND GRANT OF EASEMENT



Keim / Van Kampen Assessment Plat

Document R1993-189387

Van Kampen's Assessment Plat
Document R1987-869648



COUNTY CLERK CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF DUPAGE) S.S.
I, COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT.
I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE ANNEXED PLAT.
DUPAGE COUNTY CLERK: _____ (SEAL)
DATED THIS _____ DAY OF _____, 20__

VILLAGE BOARD CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF DUPAGE) S.S.
ACCEPTED AND APPROVED BY THE VILLAGE BOARD OF THE VILLAGE OF CAROL STREAM, ILLINOIS.
DATED THIS _____ DAY OF _____, 20__
BY: _____ PRESIDENT
ATTEST: _____ VILLAGE CLERK

COUNTY RECORDER'S CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF DUPAGE) S.S.
THIS INSTRUMENT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS, ON THE _____ DAY OF _____, A.D. _____ AT _____ O'CLOCK P.M.
DUPAGE COUNTY RECORDER: _____ (SEAL)

TOTAL AREA OF ROADWAY DEDICATION
32,126 SQ. FT.
0.738 ACRES

AREA OF ROADWAY DEDICATION
29,707 SQ. FT.
0.682 ACRES

SANITARY & WATERMAIN EASEMENT PROVISIONS
AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF CAROL STREAM, ILLINOIS, WHERE EASEMENT IS INDICATED BY A DASHED LINE AND MARKED OR CODED "SANITARY & WATERMAIN EASEMENT". PERMITS PRESENTLY TO INSTALL, CONSTRUCT, OPERATE, MAINTAIN, REPAIR AND RENOVATE SANITARY SEWER, WATER MAIN AND/OR FORCE MAIN AND ALL OTHER APPURTENANCES OR FACILITIES, WHICH MAY BE USED IN CONNECTION WITH THE SANITARY MAIN OR WATER MAIN AND TO DIGGATE BENEATH THE SURFACE THEREOF FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, OPERATING, MAINTAINING, REPAIRING OR RENOVATING ANY SANITARY MAIN OR WATER MAIN. ANY EXCAVATION OR OTHER WORK INVOLVING AN OPENING OF ANY PORTION OF THE SANITARY PREMISES AND ANY LAND ADJACENT THEREOF HEREBY AFFECTED SHALL BE COMPLETED IN A REASONABLE TIME AND AFTER COMPLETION OF SAID EXCAVATION OR OTHER WORK, THE SURFACE OF SUCH PORTION OF THE EASEMENT PREMISES AND ADJACENT LAND SHALL BE RESTORED, AT THE VILLAGER'S OPTION AND IN A PROMPT MANNER, TO THE CONDITION AS BEFORE SAID OPENING, NO PERMANENT BUILDINGS OR TREES SHALL BE PLACED ON THE EASEMENT PREMISES, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT INTERFERE THEN OR LATER WITH THE AFFORSAID USER OR RIGHTS HEREBY GRANTED AND PROVIDED THE ESTABLISHED GROUND ELEVATIONS REMAIN UNCHANGED ON THE SANITARY PREMISES.

SANITARY & WATERMAIN EASEMENT LEGAL DESCRIPTION
THAT PART OF LOT 1 OF KEIM / VAN KAMPEN ASSESSMENT PLAT, BEING PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 43 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 2 OF KEIM / VAN KAMPEN ASSESSMENT PLAT, SAID CORNER ALSO BEING THE INTERSECTION OF THE WEST LINE OF PARCEL 1 OF NORTH AVENUE PROPERTY ASSESSMENT PLAT, RECORDED JULY 30, 1988 AS DOCUMENT R1988-15295, AND THE NORTH LINE OF NORTH AVENUE (STATE ROUTE 64) HERETOFORE DEDICATED PER DOCUMENTS 232260, 232261, 234633; THENCE NORTH 81 DEGREES 00 MINUTES 30 SECONDS EAST, ALONG THE EXTENSION OF SAID NORTH LINE OF NORTH AVENUE, 43.04 FEET TO THE INTERSECTION WITH THE CENTERLINE OF ST. CHARLES ROAD, SAID CENTERLINE ALSO BEING THE SOUTHERLY LINE OF SAID LOT 1 OF THE KEIM / VAN KAMPEN ASSESSMENT PLAT; THENCE NORTH 81 DEGREES 00 MINUTES 30 SECONDS EAST, ALONG SAID NORTH LINE OF LOT 1, 68.33 FEET TO THE SOUTHEASTERLY CORNER OF LOT 2 OF KEIM / VAN KAMPEN ASSESSMENT PLAT; THENCE NORTH 30 DEGREES 58 MINUTES 30 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 2, 29 FEET TO THE INTERSECTION WITH THE NORTHEASTLY CORNER OF ST. CHARLES ROAD AS MONUMENTED AND OCCUPIED; THENCE SOUTH 81 DEGREES 00 MINUTES 30 SECONDS EAST, ALONG SAID NORTH LINE OF ST. CHARLES ROAD, 80.16 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS, AND ALSO

TOWNSHIP COMMISSIONER CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF DUPAGE) S.S.
ACCEPTED AND APPROVED BY THE WAYNE TOWNSHIP HIGHWAY DEPARTMENT.
WAYNE TOWNSHIP HIGHWAY COMMISSIONER: _____
DATED THIS _____ DAY OF _____, 20__

OWNERS CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF DUPAGE) S.S.
THIS IS TO CERTIFY THAT _____ IS THE OWNER OF THE LAND DESCRIBED IN THE ANNEXED PLAT, AND HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED, AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN AS CAUSED AND DONE HEREBY ACORDING EDGE AND ACCEPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.
BY: _____ ATTEST: _____
TITLE: _____ TITLE: _____
DATED THIS _____ DAY OF _____, 20__

NOTARY CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF DUPAGE) S.S.
I, _____ A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE OF ILLINOIS, DO HEREBY CERTIFY THAT _____ ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNERS, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED THE ANNEXED PLAT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.
GIVEN UNDER MY HAND AND NOTARY SEAL THIS _____ DAY OF _____, 20__
NOTARY PUBLIC: _____ (SEAL)

- LEGEND**
- C SET BACK PIPE
 - F FOUND PROFILE
 - O OPEN IN CONCRETE
 - M MONUMENT
 - FENCE
 - Md. MEASURED DISTANCE
 - Rd. RECORDED DISTANCE
 - Rd. RIGHT OF WAY

PLAT OF DEDICATION AND GRANT OF EASEMENT

Baxter & Woodman
CITY OF CAROL STREAM, ILLINOIS TEL: 462-1820

MAP RECORDED 2000-01 - CIVIL LAW S. 2000
Phone: 630-461-1200 Fax: 630-461-8800

DRAWN BY: AEB DATE: _____
CHECKED BY: AEB DATE: _____
S.T.R.: 35-404 SCALE: 1" = 60' JOB NO: 070987
CLIENT: Village of Carol Stream

North Avenue Property Assessment Plat
Document R1998-152595

ILLINOIS SURVEYOR: BAXTER & WOODMAN, INC. 1525 N. WILSON ST., SUITE 100, CAROL STREAM, IL 60151
 License No. 11-30-08
 My Professional License Renewal Date is 11/30/08

RESOLUTION NO. _____

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

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

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

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

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

SECTION 1: That the Mayor and Board of Trustees of the Village of Carol Stream find that the personal property described in Exhibit "A" and Exhibit "B", now owned by the Village of Carol Stream, is no longer useful and authorize its disposal per the attached memorandums dated February 24, 2012, and February 28, 2012.

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 5th DAY OF March, 2012.

AYES:

NAYS:

ABSENT:

Pamela J. Fenner, Mayor Pro-Tem

ATTEST:

Beth Melody, Village Clerk

EXHIBIT "A"

**Village of Carol Stream
Interdepartmental Memo**

TO: Joseph Breinig, Village Manager
FROM: Philip J. Modaff, Director of Public Works
DATE: February 24, 2012
RE: Surplus Equipment for Sale or Scrap

The Department has identified several items to be declared surplus:

Three-inch trash pump

Homelite Model #195432

Approximately thirty (30) years old and has not been operated in at least ten (10) years. This item will likely be scrapped.

Four-inch trash pump

Homelite Model #376431

Age unknown but was handed down from WRC at least seven (7) years ago. We do not have the necessary attachments for suction/discharge, it is currently inoperable and has not been operated in at least seven (7) years. This item will likely be scrapped.

Portable generator

Model #107149J

Purchased in 1976, is currently inoperable and has not been used in at least ten (10) years. This item will likely be scrapped.

Electric Valve Exerciser

Wachs Model #115674

Approximately thirty (30) years old, is heavily corroded and has not been operated in at least fifteen (15) years. This item will likely be scrapped.

Fluid Storage and Dispensing Rack

This item was previously used in the Street Division garage for storing and dispensing various fluids (hydraulic fluid, oil, transmission fluid, etc.). As a result of consolidation of fluid storage and dispensing in the vehicle maintenance garage it is no longer needed. This item will be sold.

Photos of each of them items are attached. I am recommending that these items be declared surplus by the Mayor and Board of Trustees and that I be authorized to sell or otherwise dispose of the items.



Valve Exerciser



Portable Generator



Four-inch trash pump



Three-inch Trash Pump



Fluid Storage and Dispensing Rack

Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager

**REVIEWED AND
APPROVED BY:** Chief Kevin Orr

FROM: Sgt. Tom Miller

DATE: 2/28/2012

RE: Surplus vehicles for auction

*Request to declare seized vehicles awarded to Village as surplus
for sale via the Clinton Auto Auction.*

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

- 1) 1994 Mercury Grand Marquis 2MELM74W5RX672996
- 2) 2005 Chevy Tahoe 1GNEK13T65J215872
- 3) 2002 Nissan Sentra 3N1CB51DX2L637489

AGENDA ITEM

Village of Carol Stream J-1 3-5-12

Interdepartmental Memo

DATE: March 1, 2012

TO: Mayor & Village Board of Trustees
Joseph E. Breinig, Village Manager

FROM: Christopher Oakley, Asst. to the Village Manager *CMO*

RE: Request for Amusement License Fee Waiver - 2012 Just Play

The Carol Stream Park District will hold its Annual Just Play event at the Town Center this year on Sat., May 19th – Sun., May 20th. The Just Play event is a recreation festival that showcases various active and passive recreational opportunities and one such activity included in this year's event is inflatable rides for small children provided by The Fun Ones - a local small business located on south St. Charles Rd. just east of Gary Ave.

Chapter 10, Article 2 of the Code of Ordinances pertaining to Business Licensing of Amusement Activity requires the Village to license amusement activity generally defined in the code as '*any other location or event where, for the purpose of pleasure, persons engage in or observe a game, physical activity or performance*'. To this end, inflatable recreational amusement devices would be included under this general category of amusements requiring a license application with an accompanying fee schedule of \$20/day for hosting outdoor amusement activity.

Last year, the Fun Ones were charged a \$500 carnival fee last year to cover the cost for conducting background and finger print checks on the inflatable ride workers as well as the administrative costs for processing the license application. At the time of their application, the Fun Ones were in the process of locating into the business community and because of our unfamiliarity with their business plan and practices, the Village chose to classify them for licensing purposes as a carnival operator. Our participation in last year's event gave the Village an opportunity to observe this company in practice and determine the professionalism of their workers and their focused commitment to child safety children during the 2-day event. Our observations confirmed the Fun Ones to best be classified going forward as a temporary indoor/outdoor amusement vendor, and in no way a carnival operation.

Staff has internally discussed the Park District's fee waiver request and *recommends waiving the \$500 carnival license application fee, as well as the \$25/amusement worker processing fee and only charge the Fun Ones for the cost of conducting a background and finger print check on their 6 workers supervising the inflatable amusement rides*. This compromise would save the Park District \$650 in unnecessary event costs while at the same time preserving the practice of ensuring the integrity and character of those working with children.

To this end, the Park District has formally requested a waiver of any amusement license fees for the Fun Ones participation in their 2012 Just Play event. The written fee waiver request is attached for your consideration at your upcoming March 5th Board meeting.



Board of Commissioners
Brenda Gramann - President
Brian Sokolowski – Vice President
Dan Bird
John Jaszka
Jacqueline Jeffery
Tim Powers
Wynn Ullman

Executive Director
Arnie Biondo

February 29, 2012

Dear Village Trustees:

This letter is a request to waive the Carnival Permit Fee of \$500 for the Fun Ones, Inc. in regard to the JustPlay! Sports and Recreation festival scheduled for May 19 and May 20, 2012.

JustPlay! is a FREE community event that engages and inspires attendees to get active through play and recreation. We are working with the Fun Ones company of Carol Stream to bring about 6 interactive attractions to enhance the event.

The Fun Ones has generously discounted their rates, based on our locality, loyalty and the fact that this is a FREE community event. If the fee is required, it will need to be absorbed by the Park District.

The Fun Ones nor the Park District charge a fee for patrons to use their equipment at the festival.

Thank you for your consideration of a fee waiver.

Sincerely,

Kelly Carbon
Carol Stream Park District



Village of Carol Stream
 Schedule of Bills
 For Village Board Approval on March 5 2012

AGENDA ITEM
K-1 3-5-12

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
A T & T					
SERV FRM FEB 16- MAR15 2012	415.02	01652800-52230	TELEPHONE	630Z57651902FEB12	
	<u>415.02</u>				
AVALON PETROLEUM COMPANY					
BIODSL WINTER FUEL	19,708.65	01696200-53356	GAS PURCHASED	10827	
	<u>19,708.65</u>				
B & F TECHNICAL CODE					
395 MISSION ST PLAN REVIEW	150.00	01643700-52253	CONSULTANT	34490	20120007
795 KIMBERLY PLAN REVIEW	225.00	01643700-52253	CONSULTANT	34472	20120007
	<u>375.00</u>				
C S FIRE PROTECTION DISTRICT					
50% SHARE EOC SIGNAGE/CS FIRE DIST	470.60	01660100-53317	OPERATING SUPPLIES	SIGNAGE EOC	
	<u>470.60</u>				

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COMED					
SERV FRM 01/13 - 02/14 2012	26.05	01670600-52248	ELECTRICITY	6827721000FEB/12	
SERV FRM 01/24 - 02/22 2012	1,062.16	04201600-52248	ELECTRICITY	0300009027FEB/12	
SERV FRM 01/24 - 02/23 2012	105.70	06320000-52248	ELECTRICITY	3153036011FEB/12	
SERV FRM 01/24 - 2/23 2012	92.86	06320000-52248	ELECTRICITY	0030086009FEB/12	
SERV FRM 01/25 - 02/22 2012	16.51	01670600-52248	ELECTRICITY	1865134015FEB/12	
SERV FRM 01/25- 02/23 2012	46.09	06320000-52248	ELECTRICITY	1043062112FEB/12	
SERV FRM 1/24 - 2/21 2012	555.74	04101500-52248	ELECTRICITY	2496057000FEB/12	
SERV FRM 1/24 - 2/22 2012	364.86	06320000-52248	ELECTRICITY	6213120002FEB/12	
SERV FRM 1/24 - 2/23 2012	16.51	01670600-52248	ELECTRICITY	4483019016JAN/12	
SERV FRM 1/24- 02/22 2012	125.85	01670600-52248	ELECTRICITY	6337409002FEB/12	
SERV FRM 1/25 - 2/22 2012	16.51	01670600-52248	ELECTRICITY	0803155026FEB/12	
SERV FRM 1/25 - 2/22 2012	34.28	01662300-52298	ATLE SERVICE FEE	4202129060FEB/12	
SERV FRM 1/25 - 2/23 2012	48.70	04101500-52248	ELECTRICITY	2073133107FEB/12	
SERV FRM 1/25 - 2/23 2012	96.13	06320000-52248	ELECTRICITY	6675448009FEB/12	
SERV FRM 1/26 - 2/23 2012	106.33	04101500-52248	ELECTRICITY	0291093117FEB/12	
SERV FRM 1/26 - 2/24 2012	27.22	06320000-52248	ELECTRICITY	1603109101FEB/12	
SERV FROM 1/24 - 2/22 2012	68.83	04201600-52248	ELECTRICITY	2514004009FEB/12	
	2,810.33				
COUNTY COURT REPORTERS INC					
PLAN COMM MTG CASE 11353	150.00	01530000-52241	COURT REPORTER FEES	106382	
	150.00				
CUSTOM SERVICE HEAT COOL INC					
REPR HEATER AT PWKS GARAGE	369.46	01670400-52244	MAINTENANCE & REPAIR	02/17/12	
	369.46				
DISCOVERY BENEFITS					
FEBRUARY FLEX SPENDING	250.00	01600000-52273	EMPLOYEE SERVICES	293343	
	250.00				

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DUPAGE COUNTY RECORDER					
VLG CLERK RECORDING FEES 2/22/12	43.00	01580000-52233	RECORDING FEES	201202220275	
VLG CLRK RECORDING FEES 02-22-12	35.00	01580000-52233	RECORDING FEES	201202220274	
VLG CLRK RECORDING FEES 2/22/12	30.00	01580000-52233	RECORDING FEES	201202220271	
	<u>108.00</u>				
EXELON ENERGY INC					
SERV FRM 01/13 -02/12 2012	377.27	04101500-52248	ELECTRICITY	100431100280	
SERV FRM 1/24 - 2/21 2012	3,102.88	04201600-52248	ELECTRICITY	100559500280	
SERV FRM 1/24 - 2/21 2012	1,998.78	06320000-52248	ELECTRICITY	200214600200	
	<u>5,478.93</u>				
FEDEX					
INV SUMMARY FEB 15 2012	60.88	01650100-52229	POSTAGE	7 792 34570	
	<u>60.88</u>				
FEECE OIL CO					
OIL-SYNTHETIC ATF	908.41	01696200-53354	PARTS PURCHASED	1196712	
	<u>908.41</u>				
I P E L R A					
SKILLS SUPV SUCCESS T HOPPENSTEDT	105.00	04-13010	PRE-PAID ITEMS	MAY 10 2012 REG	
	<u>105.00</u>				
ILLINOIS MUNICIPAL LEAGUE					
DUES FOR 4/1/2012-3/31/2013	2,108.00	01-13010	PRE-PAID ITEMS	BETH MELODY	
	<u>2,108.00</u>				
JIMMY RILEY MUSIC INC					
SUMMER CONCERT 8/2 DEPOSIT	750.00	01-13010	PRE-PAID ITEMS	DEPOSIT 8/2/12	
	<u>750.00</u>				

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JOHN L FIOTI					
ATLE & ADM HEARINGS 1/11/12	187.50	01662300-52310	ATLE LEGAL ADJUDICATION	CS 38	
ATLE & ADM HEARINGS 1/11/12	187.50	01570000-52238	LEGAL FEES	CS 38	
	<u>375.00</u>				
KATHLEEN POWELL MSW LCSW BCD					
M THOMAS 2/23 CLINICAL SERV'S	170.00	01662500-52223	TRAINING	2/13/12 SERVICES	
	<u>170.00</u>				
LOWE'S HOME CENTERS					
QTRLY TAX SHARE 9/1-11/1 2011	32,545.80	01720000-58206	LOWES SALES TAX REIMB	SEPT,OCT,NOV/11	
	<u>32,545.80</u>				

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NEXTEL COMMUNICATIONS					
SERV FRM 1/24 - 2/23 2012	27.25	01642100-52230	TELEPHONE	760300514-121	
SERV FRM 1/24 - 2/23 2012	27.25	01643700-52230	TELEPHONE	760300514-121	
SERV FRM 1/24 - 2/23 2012	27.25	01662500-52230	TELEPHONE	760300514-121	
SERV FRM 1/24 - 2/23 2012	54.50	01680000-52230	TELEPHONE	760300514-121	
SERV FRM 1/24 - 2/23 2012	60.95	01610100-52230	TELEPHONE	760300514-121	
SERV FRM 1/24 - 2/23 2012	60.95	04200100-52230	TELEPHONE	760300514-121	
SERV FRM 1/24 - 2/23 2012	60.95	01690100-52230	TELEPHONE	760300514-121	
SERV FRM 1/24 - 2/23 2012	92.88	01622200-52230	TELEPHONE	760300514-121	
SERV FRM 1/24 - 2/23 2012	95.95	01600000-52230	TELEPHONE	760300514-121	
SERV FRM 1/24 - 2/23 2012	114.37	01664700-52230	TELEPHONE	760300514-121	
SERV FRM 1/24 - 2/23 2012	115.45	01662300-52230	TELEPHONE	760300514-121	
SERV FRM 1/24 - 2/23 2012	121.90	01652800-52230	TELEPHONE	760300514-121	
SERV FRM 1/24 - 2/23 2012	139.32	01620100-52230	TELEPHONE	760300514-121	
SERV FRM 1/24 - 2/23 2012	151.18	01662700-52230	TELEPHONE	760300514-121	
SERV FRM 1/24 - 2/23 2012	163.50	04201600-52230	TELEPHONE	760300514-121	
SERV FRM 1/24 - 2/23 2012	163.73	01662400-52230	TELEPHONE	760300514-121	
SERV FRM 1/24 - 2/23 2012	182.85	01650100-52230	TELEPHONE	760300514-121	
SERV FRM 1/24 - 2/23 2012	210.10	01670100-52230	TELEPHONE	760300514-121	
SERV FRM 1/24 - 2/23 2012	299.10	01660100-52230	TELEPHONE	760300514-121	
	2,169.43				
PABLO CASTRO					
DARE SCHOOL PER DIEM	376.00	01664700-52223	TRAINING	3/11-23 2012	
	376.00				
PERSPECTIVES					
EAP SERVICES APRIL THRU JUNE	383.24	01600000-52273	EMPLOYEE SERVICES	73031	20120027
EAP SERVICES APRIL THRU JUNE	766.48	01-13010	PRE-PAID ITEMS	73031	20120027
	1,149.72				

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WYDRA BARBARA					
AIRFARE FOR TRNG 4/10-4/13 2012	371.20	01612900-52223	TRAINING	MUNIS TRNG CONF	
	<u>371.20</u>				
GRAND TOTAL	<u><u>\$71,225.43</u></u>				

The preceding list of bills payable totaling \$71,225.43 was reviewed and approved for payment.

Approved by:



Joseph Breinig – Village Manager

Date: 3/2/12

Authorized by:

Pamela J Fenner – Mayor Pro-Tem

Beth Melody, Village Clerk

Date: _____

AGENDA ITEM

K-2-3-5-12

ADDENDUM WARRANTS February 22, 2012 thru March 5, 2012

Fund	Check #	Vendor	Description	Amount
General	A C H	Charter One Bank	Payroll Feb 6, 2012 thru Feb 19, 2012	419,864.21
Water & Sewer	A C H	Charter One Bank	Payroll Feb 6, 2012 thru Feb 19, 2012	32,919.77
General	A C H	Ill Funds	Dupage Water Commission - January 2012	285,125.31
				<u>737,909.29</u>

Approved this _____ day of _____, 2012

By: _____
Pamela J Fenner - Mayor Pro-Tem

Beth Melody - Village Clerk