

Village of Carol Stream

BOARD MEETING

AGENDA

JUNE 20, 2011

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

A. ROLL CALL AND PLEDGE OF ALLEGIANCE:

B. MINUTES: Approval of the Minutes of June 6, 2011 Board Meeting.

C. AUDIENCE PARTICIPATION & PUBLIC HEARINGS:

1. Resolution No. 2536, Honoring Barbara Chaplin Upon Her Retirement from the Village of Carol Stream.
2. Resolution No. 2537, Honoring Jane Hodgkinson, Executive Director of WDSRA, Upon Her Retirement.
3. Proclamation Celebrating the 10th Anniversary of Belmont Village at Geneva Road in the Village of Carol Stream.

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. #11084 – Bulldog Ale House – 1021 Fountain View Drive
*Special Use Permit – Outdoor Seating Ancillary to a Restaurant
PUD Plan – Amendment
Gary Avenue Corridor Review*
RECOMMENDATION FOR APPROVAL FAILED (3-4)
Request for zoning approvals for an outdoor patio in the Fountains at Town Center commercial development.
- b. #11143 – Village of Carol Stream – 500 N. Gary Avenue
Zoning Code Text Amendment – Donation Drop Boxes
RECOMMENDED APPROVAL (7-0).
Amendment to the Zoning code to add performance standards for donation drop boxes.
- c. #11122 – Blue Rhino for Dominick’s Finer Foods – 560 Schmale Road
Planned Unit Development – Minor Modification
APPROVED SUBJECT TO CONDITIONS (7-0).
Request for zoning approval to allow the storage and display of propane tanks in front of the Dominick’s store in Geneva Crossing.

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Included on the agenda for purpose of information. No Village Board action necessary.

F. OLD BUSINESS:

G. STAFF REPORTS & RECOMMENDATIONS:

1. Purchase of Replacement Coban Digital Video Systems.
The Police Department requests approval to purchase eleven Coban Digital Video Systems to replace the older Coban Systems that are no longer covered under warranty. We are also requesting permission to waive formal bidding procedure as these systems are a sole source and will operate with our current digital video system and server.
2. Kuhn Road Bike Trail Right of Way Acquisition – Lutheran Church of the Master.
Village staff recommends that payment of \$5,000 be made to Lutheran Church of the Master for purchase of right of way required to construct the Kuhn Road Bike Trail.
3. Approval for Local Agency Agreement for Federal Participation for Construction of the Kuhn Road Bike Trail.
The total amount of the agreement is \$673,737.00 of which the Village will be responsible for \$163,834.00 and the remaining provided with federal funds.
4. Award of Contract for Repair of Fuel Island Conduit and Cabling Replacement.
Public Works staff recommends that the Mayor and Board of Trustees approve a motion entering into an agreement with Burke, LLC, for design-build services in the amount of \$104,805.00.

H. ORDINANCES:

1. Ordinance No. _____, Approving a Text Amendment to the Zoning Code to Create a New §16-12-1(F).
Staff recommends adding performance standards for donation drop boxes to the Zoning Code.

I. RESOLUTIONS:

1. Resolution No. _____, Declaring Surplus Property Owned by the Village of Carol Stream.

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The Police Department requests that the Village board declare certain electrical equipment as surplus equipment. This equipment will be traded in for new equipment, disposed of or auctioned on Property Room.com.

2. Resolution No. _____, Approving an Intergovernmental Agreement (IGA) Between the County of DuPage, Illinois, Village of Carol Stream, Illinois and the Carol Stream Park District for the Design of Various Public Improvements.

Village staff is recommending the approval of the IGA with DuPage County and the Park District for the design, permitting and construction of DuPage County's Armstrong Park-Klein Creek Flood Control Project along with unrelated Park District improvements to Armstrong Park.

J. NEW BUSINESS:

1. Renewal of Village Manager's Contract.
Approval extends the Village Manager's Contract from May 1, 2011 through April 30, 2015.
2. Request from the Carol Stream Library for Waiver of Building Permit Fees.
The Carol Stream Library requests a waiver of building permit fees for their upcoming parking lot improvement project.

K. PAYMENT OF BILLS:

1. Regular Bills:
2. Addendum Warrant:

L. REPORT OF OFFICERS:

1. Mayor: July 4th meeting rescheduled to July 5th.
July 11th Joint Meeting with Park District
July 27 & 28 Goal Setting at Farmhouse
2. Trustees:
3. Clerk:
4. Treasurer's Report: Revenue/Expenditure Statement and Balance Sheet, Month End, May 31, 2011.

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M. EXECUTIVE SESSION:

1. Review of Executive Session Minutes.

N. ADJOURNMENT:

LAST ORDINANCE: 2011-06-18

LAST RESOLUTION: 2535

NEXT ORDINANCE: 2011-06-19

NEXT RESOLUTION: 2536

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

June 6, 2011

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., Trustees Mary Frusolone, Tony Manzzullo, Don Weiss, Greg Schwarze, Matt McCarthy and Pam Fenner.

Absent

Also Present: Village Manager Joe Breinig (at 8:15), Assistant Village Manager Bob Mellor, Village Attorney Jim Rhodes, Assistant Village Attorney Jason Guisinger and Village Clerk Beth Melody

Mayor Saverino, Sr. led those in attendance in the Pledge of Allegiance.

MINUTES:

Trustee McCarthy moved and Trustee Fenner made the second to approve the Regular Board Meeting Minutes of May 16, 2011. The results of the roll call vote were as follows:

Ayes: 4 Trustees Frusolone, Weiss, McCarthy & Fenner

Nays: 0

Abstain: 2 Trustees Tony Manzzullo and Greg Schwarze

AUDIENCE PARTICIPATION AND PUBLIC HEARINGS:

Proclamation Supporting the 2011 Carol Stream "Relay for Life" – Proclamation read by Trustee Schwarze and approved.

CONSENT AGENDA:

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

Ayes: 6 Trustees Frusolone, Manzzullo, Weiss, Schwarze, McCarthy & Fenner

Nays : 0

Absent 0

Trustee McCarthy moved and Trustee Weiss made the second to put the following items on the Consent Agenda established for this meeting.

The results of the roll call vote were as follows:

Ayes: 6 Trustees Frusolone, Manzzullo, Weiss, Schwarze,
McCarthy & Fenner

Nays : 0

Absent 0

1. Carol Stream Library Annual Report
2. Personnel Manual Revisions
3. Award of Contract – Landscape Maintenance
4. Contract Between the Village of Carol Stream and SEIU Local 73 – Public Works Laborers
5. Ordinance No. 2011-06-18, Ascertaining the Prevailing Rate and Wages for Laborers, Workers and Mechanics Employed on Public Works Projects of the Village of Carol Stream.
6. Spring Trail Elementary School PTO – Sound Amplification Permit
7. Raffle License Application – American Cancer Society
8. Regular Bills and Addendum Warrant of Bills

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

Ayes: 6 Trustees Frusolone, Manzzullo, Weiss, Schwarze,
McCarthy & Fenner

Nays : 0

Absent 0

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

Carol Stream Library Annual Report:

The Village Board received the Board of Library Trustees Annual Report for 2010-2011

Personnel Manual Revisions:

The Village Board approved the staff recommendation for revision of the Village of Carol Stream's Personnel Manual dealing with civil unions.

Contract Between the Village of Carol Stream and SEIU Local 73 – Public Works Laborers:

The Village Board approved a 4-year contract beginning May 1, 2010 and ending April 30, 2014.

Ordinance No. 2011-06-18, Ascertaining the Prevailing Rate and Wages for Laborers, Workers and Mechanics Employed on Public Works Projects of the Village of Carol Stream:

The Village Board approved Ordinance No. 2011-06-18 adopting prevailing wages as mandated by state law.

Spring Trail Elementary School PTO – Sound Amplification Permit:

The Village Board approved a request for waiver of amplification fee for End of School Family Dance Party Picnic to be held on Monday, June 6th.

Raffle License Application – American Cancer Society:

The Village Board approved a request for approval for a raffle license, waiver of fee and Manager's Fidelity Bond to be held at the Relay for Life event on June 24, 2011.

Regular Bills and Addendum Warrant of Bills:

The Village Board approved the payment of the Regular Bills dated June 6, 2011 in the amount of \$711,581.11.

The Village Board approved the payment of the Addendum Warrant of Bills from May 17, 2011 - June 6, 2011 in the amount of \$1,151,300.69.

Non - Consent Agenda Item:

Carol Stream Park District Request for Temporary Approval of Lighting and Equipment Storage at Red Hawk Park:

The Village Board approved the Park District request for temporary approval to place lighting, practice equipment and three storage PODS at Red Hawk Park for its 2011 fall football season.

Trustee McCarthy moved and Trustee Manzullo made the second to approve the request for temporary approval to place lighting, practice equipment and three storage PODS at Red Hawk Park for its 2011 fall football season.

The results of the roll call vote were as follows:

| | | |
|----------|---|---|
| Ayes: | 4 | Trustees Manzullo, Weiss, Schwarze, McCarthy & Fenner |
| Nays : | 0 | |
| Abstain: | 1 | Trustee Frusolone |

Report of Officers:

Trustee Frusolone commented that after the last heavy rainfall at the end of May she was out clearing catch basins to help alleviate flooding in her neighborhood. She also reminded residents not to remove barricades placed in flooded areas by the Village. She also reminded residents to check the Village website for helpful information on disaster preparedness. Trustee Manzullo stated that the first Village concert is the Nevery Brothers this Thursday June 9 at 7:00 p.m. at the Town Center. The concert for the troops is scheduled for July 16. A complete schedule of Thursday night concerts can be found on the Village website. Trustee Manzullo asked everyone to pray for our troops. Trustee Fenner stated that Trustee Frusolone would be taking over her responsibilities for the disaster committee. Trustee Weiss stated the College of DuPage Regional Center on Kuhn Rd. will be holding an information session on college admissions this Thursday, June 9. Trustee Schwarze reminded everyone to shop Carol Stream. Trustee McCarthy stated that 4th of July parade applications can be found online at: www.carolstreamparade.com. Mayor Saverino donated an iPad and Culvers donated one year of free culvers as raffle prizes to support the 4th of July parade. Trustee McCarthy reminded residents that young drivers under 18 years old can only have 1 unrelated passenger at a time in the vehicle. Manager Breinig distributed informational refrigerator magnets on the Emerald Ash Borer (EAB) that is hitting Carol Stream hard

this year. The EAB takes flight from June-August. Staff will be presenting a recommendation for supplemental tree removal of a couple hundred trees at the next Village Board meeting. Mayor Saverino stated the Village has been receiving many calls on tall grass in the Village. This is the result of re-bidding the mowing contract due to bidder irregularities. Mayor Saverino thanked the resident who cut the grass at the corner of County Farm Road and Pawnee Drive and reminded residents to call the Village to report tall grass and properties that are not being maintained on vacant properties. Mayor Saverino stated he attended the Memorial Day ceremony at Memorial Park on Thunderbird Trail. He also attended the DARE graduation of 150 students at Jay Stream School and the Glenbard North High School graduation on Sunday.

At 8:30 p.m. Trustee Weiss moved and Trustee McCarthy made the second to adjourn the meeting to Executive Session for the purpose of discussing Section 2.C.2. of the Open Meetings Act for collective negotiating matters, Section 2.C.21 of the Open Meetings Act for Review of Executive Session Minutes, Section 2.C.11 of the Open Meetings Act for Threatened and Pending Litigation and Section 2.C.1 of the Open Meetings Act for Employment of a Specific Employee. There being no official Village Board action from the Executive Session, the meeting will adjourn there from.

Ayes: 6 Trustees Frusolone, Manzzullo, Weiss, Schwarze,
McCarthy & Fenner
Nays: 0
Absent: 0

FOR THE BOARD OF TRUSTEES

Frank Saverino, Sr. Mayor

Beth Melody, Village Clerk

**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

June 13, 2011

Chairman David Michaelson 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 Michaelson and Commissioners Dee Spink, Timothy McNally, Angelo Christopher, Ralph Smoot, Frank Petella and David Hennessey

Absent:

Also Present: James A. Rhodes, Village Attorney, Robert Gleys, Community Development Director, Linda Damron, Community Development Department Secretary and court reporter from DuPage County Court Reporters.

MINUTES:

Commissioner Smoot moved and Commissioner Spink made the second to approve the minutes of the meeting May 9, 2011. The results of the roll call vote were:

Ayes: 6 Commissioners Smoot, Christopher, McNally, Spink, Hennessey and Chairman Michaelson

Nays: 1 Commissioner McNally

Abstain: 1 Commissioner Petella

Absent:

Chairman Michaelson stated that he would like to start with the presentation before the Public Hearing.

Case # 11122 Blue Rhino LLC for Dominick's Finer Foods – 560 S Schmale Road

Chairman Michaelson swore in Dom Pizzuto, Distribution Manager for Blue Rhino, 560 S. Schmale Road, Carol Stream, IL.

Mr. Pizzuto distributed a copy of the presentation to the Plan Commissioners. Mr. Pizzuto stated that the board packet had most direct details about the location and the proposed request. Mr. Pizzuto would like to take this time to talk about the safety, regulatory compliance of the product. Mr. Pizzuto stated that the cylinder itself meets or exceeds all standards from the US Department of Transportation for containing the material. The cylinder standards are 240 PSI and Blue Rhino cylinder operates at 1,000 PSI. There is also a safety relief valve that will release at 375 PSI. The cylinder also has an overfill protection device valve (OPD) which makes it safe to transport. The cylinder itself is a secure vessel. On page 5 of the presentation is a list of all the regulatory bodies that Blue Rhino is accountable to. Mr. Pizzuto went over the steps that Blue Rhino takes to ensure the safety of the product, visual inspection of each tank & valve before processing, precision equipment that fills tanks by weight (this ensures that the cylinder is never over filled), certified operators monitor the process, and each valve is checked. Mr. Pizzuto stated that in the history of his company there has not been any fire started by a Blue Rhino product.

Mr. Pizzuto also stated Blue Rhino provides consumer safety information on each of their cylinders in both English and Spanish.

Mr. Pizzuto also talked about the design safety of the BR display. The display cage is designed specifically with the National Fire Prevention Associations regulations in mind. The display cage absorbs a vehicular impact. The display cages are vented in case a cylinder is leaking. Signage on the display cages have a 24/7 emergency number, regulatory information and warning. The display cages will be painted the same color to match the existing Dominick's building, the cages are made of an aluminum material and they will not rust, Blue Rhino will maintain the cages on annual basis.

Chairman Michaelsen asked Robert Glees, Community Development Director, for the staff report. Mr. Glees stated that the applicant is requesting approval of a minor modification to a Planned Unit Development Plan, to allow for the installation of two outdoor propane tank storage cages in front of the Dominick's Finer Foods store at 560 S. Schmale Road

Dominick's Finer Foods is embarking on a program to offer the sale of 20-pound propane gas cylinders at many of their stores, including the Carol Stream store at 560 S. Schmale Road. Blue Rhino LLC is the proposed supplier of propane for Dominick's, and they have received permission from Dominick's and the property owner, Regency Centers Corporation, to seek the approvals necessary to allow for the placement of two propane tank storage cages beneath the building overhang. Because Geneva Crossing Shopping Center was approved with a Special Use for Planned Unit Development, and since the site is subject to an approved Final PUD Plan, a minor amendment to the approved PUD Plan must be approved before the outdoor display and storage of propane tanks can be allowed. The cages would be installed immediately adjacent to one another, in the configuration shown in the staff report. The cages are proposed to be installed beneath the canopy/overhang in front of the store.

As a point of information, the PUD Ordinance that approved the Geneva Crossing Shopping Center contained specific, limited approval for outdoor merchandise displays. The Ordinance allows plants and garden items to be displayed between April 15 and June 15 each year, and these items can be seen in photographs in the staff report. To allow for the permanent installation of the outdoor propane tank cages, a minor modification to the PUD is needed.

In review of the request, staff's primary concerns involve the appearance of the cages, the extent to which pedestrian facilities would be impacted, and safety considerations. With respect to the appearance of the cages, we note that the cages would be placed beneath the 10 foot deep building overhang. At this location beneath the overhang, the cages will have minimal impact from an appearance standpoint. Regarding pedestrian facilities, we note that the cages are less than three feet in depth. Based on the 10 foot width of the existing sidewalk in this area, the proposed cage installation would not unreasonably compromise pedestrian accessibility in the general vicinity. Finally, from a safety standpoint, the Carol Stream Fire Protection District has reviewed the request and does not object installation, subject to the conditions noted in the staff report.

Staff recommends approval of the applicant's request for a minor modification to the PUD Plan to allow for the outdoor installation of two, side-by-side propane cylinder cages at 560 S. Schmale Road, subject to the conditions listed in the staff report:

Chairman Michaelsen asked if the Plan Commissioners had any questions regarding the staff report.

Commissioners Hennessy, Spink, Christopher and McNally did not have any questions

Commissioner Petella wanted to know if anyone has ever taken one of these cages.

Mr. Pizzuto stated that it would be very difficult to do so since each cylinder weights 30 pounds, with eighteen in each cage and the cage itself weights about 100 pounds.

Commissioner Petella wanted to know if the cages are chained to the wall.

Mr. Pizzuto stated that they do not chain them to the wall. The cages are locked with a high security lock.

Commissioner Smoot wanted to know if the cylinders would be filled on site.

Mr. Pizzuto stated the cylinders would be filled at Blue Rhino's home facility.

Chairman Michaelsen wanted to know if they take exchange tanks.

Mr. Pizzuto said yes.

Chairman Michaelsen wanted to know who would be dispensing the cylinders, a Dominick's employee?

Mr. Pizzuto stated a properly trained employee of Dominick's would be dispensing the cylinders. Dominick's has also posted the training material on their website so employees can review it when needed.

Commissioner Spink moved and Commissioner Petella made the second to recommend approval of the request for Planned Unit Development – Minor Modification with staff recommendations.

The results of the roll call vote were:

Ayes: 7 Chairman Michaelsen and Commissioners Christopher, Smoot, McNally,
Hennessey, Spink and Petella

Nays: 0

Absent: 0

PUBLIC HEARING:

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

**Case # 11084 Bulldog Ale House (Fekrije Limani) - 1021 Fountain View Drive
Special Use - Outdoor Seating Ancillary to a Restaurant
PUD Plan Amendment
Gary Avenue Corridor Review**

Chairman Michaelsen swore in the witness, Paul Marrin, Manager of Bulldog Ale House, 1021 Fountain View Drive, Carol Stream, IL 60188.

Mr. Marrin stated he submitted a letter and parking study as requested by the Plan Commission at the Plan Commission meeting on May 9, 2011, to Bob Glees, Community Development Director and Don Bastian Assistant Community Development Director. The study included having the staff park off site and doing another month of a parking count. Mr. Marrin stated the report shows factual evidence that the loss of parking in regards to the patio that Bulldog Ale

House is trying to build at 1021 Fountain View Drive will not be detrimental to the amount of spaces allotted for all business in the Fountains of Town Center, and to also show that the noise level will not be an issue for the surrounding residential properties. Mr. Marrin said he collected extensive data on weekends for the months of May and June. As asked Mr. Marrin's count included the parking spaces on Bulldog Ale House side and the spaces on Flip Flop's Tiki Bar and Grill side. The study shows that the lowest available parking spaces was seventy parking spaces. A copy of the parking chart is included in the staff report. Mr. Marrin also submitted a capacity count; a copy of the capacity count is included in the staff report. Mr. Marrin stated the capacity for Bulldog Ale House is 359; they never reached capacity, but were close on a few occasions. Mr. Marrin stated if you see the numbers for the capacity and compare the number of open parking spaces that even if Bulldog Ale House was at capacity there would still be ample parking.

Mr. Marrin stated that he also spoke with an audio/video technician to consult on the possible disturbance to the residential area just north of the Bulldog Ale House; the consultant went through the installation of the speakers. The consultant had explained to Mr. Marrin that the tweeters are what carries the sound over water and the type of tweeters that would be used are dome tweeters. The dome tweeters would be able to be angled down, and that would help keep the sound levels down. Mr. Marrin stated that a sound check would be conducted before the opening of the patio to ensure that the noise level is below 54db.

Mr. Marrin stated that with the parking count study and capacity counts he believes there is ample amount of parking.

Chairman Michaelsen stated that this meeting is a continuation of the Plan Commission meeting on May 9, 2011 to consider the request for Bulldog Ale House 1021 Fountain View Drive for an amendment Special Use for a restaurant to allow outdoor dining. The public hearing was continued until today to allow additional evidence regarding the parking at the subject site.

Chairman Michaelsen asked if anyone in the audience had any comments. No one had a question at this time.

Chairman Michaelsen asked Robert Glees, Community Development Director for the staff report. Mr. Glees stated that this report serves as an addendum to the report that was presented to the Plan Commission/Zoning Board of Appeals (PC/ZBA) at the May 9, 2011, meeting. At the end of the May 9th public hearing, the Plan Commission approved a continuation of the case to June 13, 2011, and Mr. Marrin was asked to collect parking data for the entirety of the parking areas at The Fountains At Town Center on Wednesdays, Fridays and Saturdays from 5:00 p.m. until 1:00 a.m. during the five weeks before the hearing resumes on June 13th. In addition, Mr. Marrin was asked to arrange for employees to park at an offsite location, to provide counts of the number of persons in the establishment, and to provide information regarding the design of the sound system and its audibility at the nearest residential properties. Included in the packet is a letter dated June 6, 2011, from Paul Marrin in response to the Plan Commission's requests. In the staff report addendum, staff provides information to the Plan Commission in the following areas:

- Parking requirements as evaluated during approval of the Planned Unit Development
- Parking counts and occupant loads for the period between May 13th and June 8th.
- Information regarding the design of the audio system.

Mr. Glees stated that information for the 2004 parking analysis is included in the staff report for purpose of information. This is background information to show how the capacity and parking

requirements were determined at the time the Planned Unit Development was approved. With respect to the parking count as requested by the Plan Commission, the petitioner has conducted a second study of available parking. In addition, the petitioner has provided information regarding the maximum number of guests at the *Bulldog Alehouse* on the evenings when parking counts were being conducted. Listed in the staff report are the results of the study. As requested by the Plan Commission, Bulldog Alehouse staff parked offsite during the days when parking counts were being conducted. The fewest number of available spaces observed during the sample periods was 70, which occurred during the 6:00 pm to 7:00 pm hour on Friday May 20th. Seventy spaces represent approximately 30% of the total capacity of 228 spaces. This peak parking demand occurred at a time when the Bulldog Alehouse was heavily occupied, with 308 guests being counted at 8:00 pm. The rated capacity of the Bulldog Alehouse is 359 persons.

The data provided by the second set of counts appears to corroborate the first set of counts conducted in April. Based on this data, staff concludes that there is sufficient parking for the present commercial tenants, even with the addition of an outdoor patio at the Bulldog Alehouse. With respect to future occupation of the vacant tenant spaces, staff recommends the Village continue to monitor the number and location of parking intensive uses in the future. It is conceivable that, if a significant parking shortage were found to exist, a limit may need to be placed on the number of high-parking-generators that could locate in the commercial buildings. An alternative to limiting the types of uses in the existing buildings may be to consider revising the approved PUD Plan to eliminate the medical office building in order to construct additional parking.

Mr. Glees stated that staff recommends approval of the Special Use Permit to allow for an outdoor seating area ancillary to a restaurant, the Amendment to the Final PUD Plan, and Gary Avenue Corridor Review, subject to the conditions in the staff addendum.

Chairman Michaelsen asked if the petitioner had any question from staff. The petitioner did not have any questions.

Chairman Michaelsen asked if anyone from the audience had any questions, for the staff report. No one had any question on the staff report.

Chairman Michaelsen asked if the Plan Commissioners had any questions for the witness regarding his testimony.

Commissioners McNally, Christopher, Smoot, Petella and Hennessey did not have any questions at this time.

Commissioner Spink wanted to know if Bulldog Ale House was going to have employees park offsite.

Petitioner Marrin stated that would be determined by the Plan Commission.

Chairman Michaelsen asked how many cars did you have park offsite.

Petitioner Marrin stated about 18 to 25 cars

Chairman Michaelsen stated that it may be necessary to add something to the conditions regarding having the employees park off site for the next couple of months and if it is determined that parking is not a problem, your staff maybe able to return to parking at the center.

Petitioner Marrin stated that would be something that Bulldog Ale House is willing to work with.

Chairman Michaelsen asked the petitioner if he has seen the staff recommendations.

Petitioner Marrin answered yes

Chairman Michaelsen asked if the Plan Commissioners had any additional questions for the petitioner

Commissioner McNally wanted to know if the signage above the patio would be in accordance with the village sign code.

Petitioner Marrin answered yes

Commissioner Petella wanted to know if the employees parked offsite how would they get back and forth to their car and are there going to be any safety issues.

Petitioner Marrin stated that they have a staggered times when employees come to work. Bulldog Ale House will shuttle employees back and forth. Employees will be accompanied by another staff member to their cars.

Chairman Michaelsen asked where the Bulldog Ale House employees are parking.

Petitioner Marrin stated that they have worked out an agreement with Lowe's.

Chairman Michaelsen asked if anyone in the audience had any comments.

Chairman Michaelsen swore in Bob, Jim, and Christine Sabalasky, owners of Flip Flop's Tiki Bar and Grill, 1030 Fountain View Drive Carol Stream, IL 60188.

Mr. Bob Sabalasky thanked the Plan Commission for seeing them again. Mr. Bob Sabalasky stated that they are coming back tonight to ask that the Plan Commission stand by the parking requirements and regulations that the village has approved in the PUD. We were very open at the last meeting to having another study done. We still feel that this is being rushed into. We came here tonight and we are totally against this being approved. We are asking that you do not approve this as proposed. Back in 2004 as listed in the staff report are the parking requirements for this development. If you look at the chart the restaurant area is weak, you have only 7,000 sq. ft. We have more than 7,000 sq. ft. Things have changed since 2004. Back in 2004 you promised us 252 parking spaces. The developer come to you and somehow got the approval to reduce it to 228, and now we have another request to reduce it even further, against the wishes of the existing tenants.

Mr. Bob Sabalasky asked if this is approved tonight is the Plan Commission prepared to look at all the parking requirements in all of Carol Stream, new and old, because that is what you are doing. If you approved this you are taking our development and changing it.

Mr. Bob Sabalasky stated there is still over 30% square footage in this development that is still vacant. Everyone seems to not want to address that. To say that the Village is going to monitor the businesses that go in, I don't think that is going to happen. I just ask that you consider that there are still vacant units in this development when you vote tonight.

Mr. Bob Sabalasky wanted to know if this is approved tonight who will be monitoring the offsite parking for the employees at Bulldog Ale House. Mr. Sabalasky also asked who will be monitoring the new businesses coming in. As a Village can you restrict or monitor businesses from coming in as long they fit into the confines of the PUD.

Mr. Bob Sabalaskey asked the Plan Commission to please take all of this information into consideration when voting. If you approve this request there is no turning back. Please take into consideration all this information and that the seven original tenants do not want this request approved.

Mr. Jim Sabalaskey stated that on the night that there was a count of 70 open parking spaces, his wife and he did a count and they came up with only 13 vacant parking spaces.

Mrs. Christine Sabalaskey stated that she had seen employees from Bulldog Ale House walk by themselves to their cars and to the establishment. Mrs. Salalaskey does not think the sidewalk should be eliminated and she believes the sidewalk is very important.

Chairman Michaelsen asked the petitioner if he would like to respond.

Petitioner Marrin stated that he is under oath, I'm very upset with the continuing questioning the validity of my numbers. It was said that parking doesn't matter, parking does matter that is why we are here tonight. Petitioner Marrin stated that he was counting the cars and that the night in question there were 70 vacant parking spaces. Petitioner Marrin never saw one single person from Flip Flop's Tiki Bar and Grill out there counting. If the owners of Flip Flop's Tiki Bar and Grill were that concerned with losing parking spaces they should been out counting parking spaces and presenting a written report just like he did for the Bulldog Ale House. If they would have their numbers there could be some validity to them.

Petitioner Marrin hopes that the Plan Commission looks at the data that was presented by Bulldog Ale House.

Chairman Michaelsen asked if anyone from the audience had any questions. No one had any questions.

Chairman Michaelsen asked if the Plan Commissioners had any additional questions for the petitioner

Commissioner Hennessey had a few comments, he said he had been pondering over this case for the last month, in his two years on the board this has been the most emotional case. He feels that this has turned into a battle between Bulldog Ale House and Flip Flop's Tiki Bar and Grill and that is not what this is about. It is about the code, and what our responsibilities are. He believes both parties made great claims; the sidewalk issue is a valid point. Commissioner Hennessey stated he does believe the numbers of the parking study.

Commissioner Petella wanted to know if it would help if a third party did a parking count study.

Petitioner Marrin stated that if that would have been asked, Bulldog Ale House would have a hired a third party do the parking count study.

Commissioner Petella wanted to know the number of parking spaces, 228 and the request is to reduce it by 4 parking spaces.

Petitioner Marrin answered yes.

Commissioner Spink stated that the Plan Commission has already brought the parking space requirement from 252 to 228 and at that time, I was even questioning the parking when Flip Flop's Tiki Bar went into the center. There are five vacant units in the center and we do not know what types of needs those businesses may have. I feel that 70 vacant parking spaces are too few. I also have concerns about not having a sidewalk in front of the facility; not having a sidewalk takes away the handicap accessibility to the other units. Commissioner Spink also

noted that she has concerns about people using the back door to enter into the establishment and how it is monitored and if the patio was allowed how it would be monitored.

Petitioner Marrin stated that at each side of the patio there would be gates that would have alarms. The only way to enter in the restaurant would be from the front entrance.

Commissioner Smoot stated that his biggest concern is the businesses that may come in and with only 70 available parking spaces. Commissioner Smoot also has concerns with the blocking off the sidewalk in front of the establishment

Petitioner Marrin stated that the time that the count was taken with 70 available parking spaces was on a Friday night at 7:00 pm.

Commissioner Christopher and McNally did not have any questions.

Chairman Michaelsen stated that he wanted to address the handicapped issue. Chairman Michaelsen stated there is a handicapped stall on the other side of the proposed patio. Chairman Michaelsen stated that the Village would not allow the patio to go in without looking at the accessibility for the handicapped patrons, he believes the handicapped issued is resolved if the proposed patio is allowed.

Chairman Michaelsen stated the he feels the data from Bulldog Ale House is reasonable. Chairman Michaelsen stated that when the center is totally occupied there could be a parking issue. Chairman Michaelsen wanted to know if the village could prevent the Medical Center from being built.

Mr. Glees stated that the staff recommendation is for the village to continue to monitor the number and location of intended uses in the future, not to propose constraints at this time. Mr. Glees stated that with the parking study staff does not believe there is a parking shortfall. Mr. Glees wanted to point out the 252 parking spaces is the number of parking space that would be required for a number of stand alone uses under the categories given in the 2004 analysis, however if you read on what the staff report says, is the Planned Unit Development which is a mixed unit development and various businesses, will experience their peak parking demands at different times of the day. Staff is generally comfortable with the proposed amount of parking.

Chairman Michaelsen stated that he feels that when the other businesses do come in they would probably be the types of businesses that customers come and go quickly. Chairman Michaelsen stated that he feels that there would be ample parking and staff has done a good job understanding what retail and restaurant would be in the center and how the parking is needed.

Commissioner Petella moved and Commissioner Hennessey made the second to recommend approval of the request for Special Use – Outdoor Seating Ancillary to a Restaurant and PUD Plan Amendment, subject to conditions contained in the staff report, for Bulldog Ale House (Fekrije Limani) - 1021 Fountain View Drive

The results of the roll call vote were:

Ayes: 3 Chairman Michaelsen and Commissioners Petella and Hennessey
Nays: 4 Commissioner Spink, Smoot, Christopher and McNally
Absent: 0

Mr. Glees reminded the petitioner that the Plan Commission's recommendation would be forwarded to the Village Board at their next meeting on June 20, 2011, at which time the Board would take final action on the matter.

**Case #: 11143 Village of Carol Stream – 500 N. Gary Ave
Text Amendment – Zoning Code**

Chairman Michaelsen asked Bob Glees, Community Development Director for the staff report. Mr. Glees stated that staff is recommending a text amendment to Article 12 of the Zoning Code in order to add standards of approval regarding donation drop boxes. Village staff has been approached several times in recent years by companies seeking to place donation drop boxes in Carol Stream. Such boxes are typically placed in high-traffic areas for the convenience of people wishing to donate clothing, shoes and small household items. The boxes may be operated by charitable organizations, or by for-profit organizations. Currently, such structures are viewed as commercial accessory structures in Carol Stream, and they must meet the requirements for use and location of such structures as specified in the Carol Stream Zoning Code. The code requires that the boxes be located on properties in the B-1, B-2 or B-3 Zoning Districts and be set back at least 80 feet from front and corner side property lines. In the case of properties located in zoning districts that would not permit commercial accessory structures, such as residential districts, the boxes may be reviewed and approved on a temporary basis under the section regarding Temporary Buildings, Structures and Uses of Land, although no such approvals have been granted to date. Staff believes it would be beneficial to establish community standards for these boxes, and so we have researched the standards in other communities and developed the proposed text amendment for that purpose.

In researching the standards of other communities, we have learned that standards vary. Some communities have no standards specific to this sort of use. Similar to Carol Stream, these communities consider the boxes as accessory structures. A few communities have prohibited the boxes altogether. Other communities, such as Wheaton and Woodridge, have developed standards for location, size and appearance. The ordinances recently approved in those two communities, which are based on a model ordinance developed by *USAgain*, are attached for reference in the staff report. For the purpose of assisting the Plan Commission and Village Board in their review of the proposed text amendment, we have summarized the issues into categories with the first being zoning. It is staffs recommendation that donation drop box be permitted as accessory structure, on properties in the B-1, B-2 and B-3 Zoning Districts, that contain a existing and operating permitted or special use, and also on properties occupied by an educational, religious, governmental or charitable use. In addition staff recommends that that donation drop boxes be permitted with in the Gary/North Avenue Corridors, provided that the location and appearance criteria proposed here are met.

With respect to bulk standards staff is recommending that donation drop boxes be restricted as follows:

1. No more than two boxes are allowed on a zoning lot less than two acres in size.
2. No more than three boxes are allowed on a zoning lot equal to or greater than two acres in size.
3. Each box shall not exceed seven feet in height and twenty-five square feet in ground area.

With respect to the location of the boxes staff has a number of recommendations:

1. Boxes must be located on an asphalt or concrete paved surface, but must not be located in a driveway or drive aisle and must not reduce the width of paved clear space for the passage of pedestrians to less than five feet.
2. Multiple boxes on any given lot must be located adjacent to one another.
3. Boxes may be located adjacent to any building façade with the exception of the front façade of buildings located within the Gary Avenue and North Avenue Corridors.
4. Boxes must not be located nearer than 40 feet from an adjoining lot in a residential zoning district.
5. Boxes must not be located nearer than 20 feet from the right-of-way line of any street other than Gary Avenue or North Avenue.
6. Boxes must not be located nearer than 30 feet from the right-of-way line of Gary Avenue or North Avenue.
7. Boxes must not be located nearer than five feet from a fire hydrant or fire protection system connection.
8. Boxes must not occupy or otherwise inhibit the use of any parking spaces that are required for the uses on the property.
9. Boxes must not be located in such a way as to disrupt the flow of vehicular or pedestrian traffic.

With regards to appearance staff has the following recommendations:

1. The permit application for the donation drop box must include proof of ownership or authorization from the property owner or authorized representative of the property upon which the donation drop box is to be located.
2. All donation drop boxes must have the following permanently affixed to the surface and clearly visible: the name and phone number of the box owner/operator and language prohibiting the placement of items outside of the donation drop box.
3. The operator of the donation drop box must register the business with the Village in accordance with Chapter 10 of the Municipal Code.
4. Signage on a donation drop box must pertain only to the owner/operator of that box
5. Donation drop boxes located within the Gary Avenue or North Avenue Corridors must be located or otherwise screened so as not to be visible from any public ways.

Mr. Glees stated that included in the staff report is the proposed text amendment to add a new section §16-12-1(F) and also a handout that would be made available to persons wishing to place a donation box in Carol Stream providing information necessary to get a permit and a Property Owner Authorization Affidavit.

Chairman Michaelsen asked if the Plan Commissioners had any questions regarding the staff report.

Commissioner Hennessey stated that he hopes this is enforced strictly so it does not be come unsightly.

Commissioner Petella stated that three drop boxes maybe a lot for one location.

Mr. Glees stated he did not think three would be too many. Three was the standard for other communities that staff looked at, and only properties larger than 2 acres in size would be allowed to have three boxes, properties smaller in size would only be allowed to have two.

Commissioner Petella wanted to know if staff talked to the Fire Department regard the distance from the fire hydrant.

Mr. Glees stated that staff did speak with the Fire Department; Mr. Glees also stated that the Fire Code allows three feet, and staff is recommending five feet.

Commissioner Petella wanted to know if the businesses handling the boxes be restricted to businesses from the state of Illinois

Mr. James Rhodes, Village Attorney, stated that you could not have such a restriction, but could have a specific contact person that is located in the state.

Mr. Glees stated that is one of the staff recommendations.

Commissioner Spink wanted to know if a permit was required to place an asphalt/concrete pad for the donation drop boxes.

Mr. Glees answered yes

Commissioner Smoot wanted to know if the box becomes unsightly can we have the owner of the box come in and refurbish the box.

Mr. Glees stated the Village has a Property Maintenance Code that would address this situation.

Commissioner Christopher did not have any questions.

Commissioner McNally stated the he thought that three feet from the fire hydrant may be a little shallow.

Mr. Glees explained that three feet is the Fire Code and staff is recommendation is five feet from the fire hydrant.

Chairman Michaelsen did not have any questions.

Commissioner Hennessey moved and Commissioner Christopher made the second to recommend approval of the request Text Amendment – Zoning Code regarding donation drop boxes.

The results of the roll call vote were:

Ayes: 7 Chairman Michaelsen and Commissioners Christopher, Smoot, McNally,
Hennessey, Pettela and Spink

Nays: 0

Absent: 0

Chairman Michaelsen asked for a motion to close the Public Hearing.

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

NEW BUSINESS:

ADJOURNMENT:

At 9:15 p.m. Commissioner Hennessey moved and Commissioner Dee 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 27th day of June, 2011.

Chairman

RESOLUTION NO. 2536**A RESOLUTION HONORING BARBARA CHAPLIN
UPON HER RETIREMENT FROM THE
VILLAGE OF CAROL STREAM**

Whereas, on November 2, 1987, Barbara Chaplin began her public service to the Carol Stream community as the Executive Secretary in the Village Manager's Office; and

Whereas, during her 23 year tenure serving the Village Manager, Mayor and Board of Trustees, Barbara was responsible for coordinating the preparation of more than 600 Village Board agenda packets; and

Whereas, during this same time, Barbara capably served 13 Elected Boards, 2 Mayors and 2 Village Managers; and

Whereas, Barbara was instrumental in planning and coordinating many official Village functions including Employee Appreciation events, employee retirement luncheons as well as the Business Recognition luncheon; and

Whereas, during her long tenure with the Village, Barbara worked diligently and was successful in developing positive working relationships across all operating departments, and in so doing, won the respect and admiration of many of her co-workers as well as those elected and appointed officials for whom she honorably served; and

Whereas, Barbara, in her retirement leaves behind a wonderful legacy of professional public service that will inspire others for many years to come.

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

SECTION 1: That Barbara Chaplin is commended for her 23 years of distinguished public service to Carol Stream residents, employees and elected and appointed officials.

SECTION 2: That Barbara Chaplin will be greatly missed and is wished many years of health, happiness and prosperity in her retirement.

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

PASSED AND APPROVED THIS 20th DAY OF JUNE, 2011.

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

AGENDA ITEM

C. 2 6-20-11

RESOLUTION NO. 2537

HONORING JANE HODGKINSON FOR HER OUTSTANDING PUBLIC & COMMUNITY SERVICE

Whereas, Jane Hodgkinson, the Executive Director of the Western DuPage Special Recreation Association in Carol Stream has been a champion for residents with disabilities for over 40 years; and

Whereas, during her 30 year tenure at WDSRA, Jane lived and breathed the ethic she lived by '**Equal Fun for Everyone**' by helping residents with disabilities realize their potential through equal access to recreational opportunities; and

Whereas, Jane's exhaustive advocacy for Illinois' residents with disabilities included a leadership role on the legislative front to ensure adequate funding for special recreation; and

Whereas, Jane's focused commitment to improving the quality of life of residents with disabilities included professional service as a founding board member of the Illinois Special Olympics as well as leadership positions with the Illinois Parks & Recreation Association, the Illinois Association of Park Districts and the Park District Risk Management Agency; and

Whereas, Jane's tireless efforts on behalf of special needs residents has earned countless awards in the Special Recreation Field, 2 National Golden Medal Awards, and in 2010, Jane was named a Legend by the American Academy for Park & Recreation Administration; and

Whereas, in addition, Jane has been a wonderful civic leader as a member and current Secretary for the Chamber of Commerce, a current member of the Chamber's local Women in Business Networking Group as well as member and current President-Elect of the Rotary Club.

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

SECTION 1: That Jane Hodgkinson is commended for her 30 years of distinguished professional service and advocacy to the area's special needs residents and their caregivers.

SECTION 2: That Jane Hodgkinson is wished many years of health, happiness and prosperity in her retirement.

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

PASSED AND APPROVED THIS 20th DAY OF JUNE, 2011.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

Beth Melody, Village Clerk

AGENDA ITEM

C 3 6-20-11

PROCLAMATION

BELMONT VILLAGE DAY JUNE 21, 2011

CELEBRATING THE 10TH ANNIVERSARY OF BELMONT VILLAGE ON GENEVA ROAD IN THE VILLAGE OF CAROL STREAM, ILLINOIS

Whereas, Belmont Village Assisted Living has been a contributing member of the Carol Stream community and a good neighbor and friend to its citizens for 10 years;

Whereas, Belmont Village provides a valuable service to Carol Stream seniors and families as a provider of assisted living and Alzheimer's care with a commitment to quality;

Whereas, Belmont Village strives to continually improve and expand its programs and services to meet the changing and growing needs of the community;

Whereas, Belmont Village employees and residents are active and valued members of the Carol Stream community, willing to do whatever they can to support the Village, its causes, and its citizens;

Therefore, the Mayor and Board of Trustees of the Village of Carol Stream, hereby proclaim **TUESDAY, JUNE 21, 2011 TO BE BELMONT VILLAGE DAY** in Carol Stream. We urge all citizens to visit friends and loved ones who reside at Belmont Village, and also to learn more about assisted living services and the benefits they provide for older adults and their families.

PASSED AND APPROVED THIS 20TH DAY OF JUNE 2011.

Frank Saverino, Sr., Mayor

Attest:


Beth Melody, Village Clerk

AGENDA ITEM

Elg 6-20-11

Village of Carol Stream Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

FROM: Robert J. Glees, Community Development Director 

DATE: June 16, 2011

RE: **Agenda Item for the Village Board Meeting of June 20, 2011**
PC/ZBA Case 11084, Bulldog Ale House
Special Use Permit for Outdoor Seating Ancillary to a Restaurant
Amendment to the Approved PUD Plan
Gary Avenue Corridor Review

The *Bulldog Ale House* in the Fountains at Town Center, is requesting approvals of a Special Use Permit, an amendment to an approved Planned Unit Development Plan, and Gary Avenue Corridor Review for an outdoor seating area. The *Bulldog Ale House*, which has been open since late last winter, now wishes to construct a patio seating area on the east side of the building as an amenity for their customers.

The proposed 960-square-foot patio would be located immediately adjacent to the east side of the *Bulldog Ale House* tenant space. The patio would extend across the six-foot wide sidewalk along the east side of the building, and also across three existing parking stalls – one handicapped accessible stall and two standard stalls. The accessible parking stall that would be removed would be relocated to the row of parking adjacent to Lies Road, by converting two standard stalls into one accessible stall. As such, in total, four parking spaces would be eliminated with the installation of the patio. The patio perimeter would be defined by several four-foot wide masonry columns on 42-inch pier foundations, with four-foot tall iron railings between each masonry column. A six-foot diameter gas-fueled fire pit would be located in the middle of the patio, and a 12-foot, 6-inch tall flagpole would be installed at the perimeter of the patio. Four television screens would be mounted on the east exterior building wall facing the patio, and audio speakers would be built into several of the masonry columns.

The public hearing for the *Bulldog Ale House* requests commenced on May 9, 2011, and was continued to June 13, 2011. The staff recommendation, as presented to the Plan Commission / Zoning Board of Appeals (PC/ZBA), is to approve the petitioner's requests subject to conditions. The recommended conditions are similar to the conditions contained in the special use ordinance approving the patio at the nearby *Flip Flops Tiki Bar & Grill*. At the hearing, the owner of *Flip Flops* objected to the requests, and expressed concern that the parking available for the commercial properties would be adversely impacted. Four of the Plan Commissioners expressed concerns regarding adverse impacts to available parking and handicapped accessibility.

With respect to the concerns related to handicapped accessible parking, staff noted at the hearing that handicapped accessible spaces would be properly located and would meet the requirements of the Illinois Accessibility Code. With respect to concerns related to the total supply of available parking, staff noted that the evidence of two separate parking counts indicates there is more than enough parking for the existing business tenants, and no evidence has been presented to demonstrate a shortage of parking. At the hearing, staff noted that the ordinance approving the PUD for the Fountains at Town Center in 2004 contains the following condition: "That the Village will monitor the uses in the commercial portion of the development, and if a significant recurring parking shortage comes to exist, parking intensive uses may need to be limited or restricted." The Village Attorney has confirmed that this provision of the ordinance is sufficient to deny a tenant build-out permit or occupancy to a future parking intensive use if the Village were to determine that a parking shortage exists.

The staff report presenting the requests, with supporting documentation, was transmitted to the Village Board with the PC/ZBA packet on May 6, 2011, and the staff report addendum on June 10, 2011. At their June 13, 2011, meeting, a motion was made to recommend approval of the petitioner's requests, and the motion failed by a vote of 3-4. The PC/ZBA recommendation, therefore, is to deny the requests. The Plan Commissioners who voted against the requests expressed the following concerns: ⁱ⁾ that the number of parking spaces approved for the Fountains at Town Center in 2004 are less than required for the sum of the individual tenant spaces, ⁱⁱ⁾ that the proposed patio would further reduce available parking, ⁱⁱⁱ⁾ that five tenant spaces are currently vacant, and so the parking demand may exceed capacity once those spaces are filled, and ^{iv)} that the patio blocks the use of the sidewalk, forcing handicapped persons to use the parking lot drive aisle to reach the sidewalk on the south side of the building.

If the Village Board concurs with the PC/ZBA recommendation, they should deny the petitioner's requests, which may be done by simple majority vote. However, if the Village Board were to wish to approve the petitioner's requests, a supermajority vote of four trustees would be required to overturn the recommendation of the PC/ZBA. The Mayor's vote would not be counted towards meeting the requirement of four trustee votes.

With the direction of the Village Board, staff will prepare the necessary ordinance, to approve or deny the petitioner's requests, for action at the next Village Board meeting.

RJG:bg

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AGENDA ITEM

Village of Carol Stream

Elb 6-20-11

Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

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

DATE: June 15, 2011

RE: **Agenda Item for the Village Board Meeting of June 20, 2011**
PC/ZBA Case 11143, Village of Carol Stream
Zoning Code Text Amendment – Donation Drop Boxes

Village staff have been approached several times in recent years by companies seeking to place donation drop boxes in Carol Stream. Such boxes are typically placed in high-traffic areas for the convenience of people wishing to donate clothing, shoes and small household items. The boxes may be operated by charitable organizations such as *Goodwill* or *Salvation Army*, or by for-profit organizations such as *USAgain*. Currently, such structures are viewed as commercial accessory structures in Carol Stream, and they must meet the requirements for use and location of such structures as specified in the Carol Stream Zoning Code.

Staff believes it would be beneficial to establish community standards for these boxes, and so we have researched the standards in other communities and developed the proposed Zoning Code text amendment for that purpose. The proposed amendment would create performance standards that must be met for donation drop boxes with respect to zoning, bulk standards, location and appearance.

The staff report presenting the draft Zoning Code text amendment was transmitted to the Village Board with the Plan Commission/Zoning Board of Appeals (PC/ZBA) packet on June 10, 2011. At their June 13, 2011, meeting, the PC/ZBA recommended approval of the Zoning Code Text Amendment by a vote of 7-0.

If the Village Board concurs with the PC/ZBA recommendation regarding the Zoning Code Text Amendment, they should approve the Zoning Code Text Amendment and adopt the necessary Ordinance.

RJG:bg

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AGENDA ITEM

G-1 6-20-11

Village of Carol Stream Interdepartmental Memo

TO: Joe Breinig, Village Manager

REVIEWED AND APPROVED BY: Kevin Orr, Chief of Police

FROM: Deputy Chief Ed Sailer *ES*

DATE: June 13, 2011

RE: Purchase of Replacement Coban Digital Video Systems

The Police Department requests approval to purchase eleven Coban Digital Video Systems to replace the older Coban systems that are no longer covered under warranty. We are also requesting permission to waive formal bidding procedure as these systems are a sole source and will operate with our current digital video system and server.

Each marked police patrol unit in Carol Stream is equipped with a digital video recording system. We have used the Coban system for the past five years and the system has performed well for us. The current units are reaching the end of their useful life and will no longer be covered under warranty for repairs. We had planned and budgeted for this.

During the last budget year we purchased 9 replacement Coban systems. This year we have budgeted for the remaining 11 Coban systems to be replaced.

I am requesting approval from the Village Board to purchase 11 Coban replacement digital video recording systems. I am also requesting that the Village Board waive the bidding process for this purchase because it is a sole source product. The original Coban system was selected after using an RFP process. I am also requesting approval from the Village Board to purchase the licensing and maintenance agreements for these units.

The total cost of these replacement systems and maintenance agreements is \$57,860.00.



Village of Carol Stream

By acceptance of this order, the vendor agrees to comply with the regulations of the Illinois Fair Employment Practices Commission governing equal employment opportunity.

Purchase Order #: 466-2830

Date: 6/13/2011

Please mail invoices to:

Village of Carol Stream
Police Department
500 N. Gary Avenue
Carol Stream, IL 60188-1899
(630) 668-2167

This is a tax exempt transaction

Tax exempt #E9997-4509-04

To: COBAN RESEARCH &
TECHNOLOGIES, INC
12503 EXCHANGE DR
SUITE 536
STAFFORD, TX 77477-

Phone: (281) 277-8288

Vendor No: 5409

Account No.:

| Qty. | Description | Unit Price | Account | Total |
|------|---|------------|---------------------|------------------|
| 9 | TopCam Edge System SYSED-02 per quote 06/08/11. Includes Crash Sensor SCOPT-04, SCED-013 Touchscreen monitor, SCOPT-21 Wireless Shark Fin 2.4/4.9802.11A/G Fixed and shipping | 5,010.00 | 01662700-54412 | 544,090.00 |
| 1 | TopCam Edge System SYSED-02 per quote 06/08/11. Includes Crash Sensor SCOPT-04, SCED-013 Touchscreen monitor, SCOPT-21 Wireless Shark Fin 2.4/4.9802.11A/G Fixed and shipping | 5,010.00 | 01662300-54412 | 5,010.00 |
| 1 | TopCam Edge System SYSED-02 per quote 06/08/11. Includes Crash Sensor SCOPT-04, SCED-013 Touchscreen monitor, SCOPT-21 Wireless Shark Fin 2.4/4.9802.11A/G Fixed and shipping | 5,010.00 | 01660100-54412 | 5,010.00 |
| 9 | DVMS software licensing and maintenance WDVMS-LC1 | 250.00 | 01662700-52255 | 2,250.00 |
| 1 | DVMS software licensing and maintenance WDVMS-LC1 | 250.00 | 01662300-52255 | 250.00 |
| 1 | DVMS software licensing and maintenance WDVMS-LC1 | 250.00 | 01660100-52255 | 250.00 |
| | | | Order Total: | 57,860.00 |

Comments: Budgeted FY12 replacement in car camera system

Department Head: _____

Approval: _____
Administration

_____ Finance

Date: _____

(Original to Finance Department)



12503 Exchange Dr., Ste. 536
Stafford, Texas 77477
281.277.8288

Sales Quote

| Quote # | Date |
|------------|----------|
| SB060811CS | 06/08/11 |

Bill To:
Agency Name: Carol Stream PD
Address:
City, State: Carol Stream, IL
Contact: Deputy Chief Jerry O'Brien

Ship To: TBD

| Item | Description | Unit Price | Quantity | Total |
|-----------------------------|---|-------------|----------|--------------|
| Coban In-Car Systems | | | | |
| SYSED-02 | TopCam "EDGE" - 5.7" Monitor System Single Camera & Microphone 5.7" Touchscreen Monitor Smart Power Monitoring 32 GB Internal SSD (Solid State Drive) 40 GB Removable HDD Digital Camera- Front facing only, Color Wireless Transmitter/Receiver Covert Backseat microphone Internal 802.11 a/g/n wireless card (optional WiMax) Three Year Limited Warranty | \$ 4,550.00 | 11 | \$ 50,050.00 |
| SYSED-03 | TopCam "EDGE" - Single Camera & Microphone System No Monitor Smart Power Monitoring 32 GB Internal SSD (Solid State Drive) 40 GB Removable HDD Digital Camera- Front facing only, Color Wireless Transmitter/Receiver Covert Backseat microphone Internal 802.11 a/g/n wireless card (optional WiMax) Year Limited Warranty | \$ 4,450.00 | | \$ - |
| SYSED-01 | TopCam EDGE Motorcycle- 3.5" Monitor System Single Camera & Microphone Smart Power Monitoring 32 GB Internal SSD (Solid State Drive) 32 GB Removable SSD (Solid State Drive) Digital Camera- Front facing only, Color Wireless Transmitter/Receiver Internal 802.11 a/g/n wireless card(optional WiMax) | \$ 4,800.00 | | \$ - |

| In-Car Configuration & Equipment Options | | | | |
|---|---|-----------|----|-------------|
| SCED-013 | 5.7" Touchscreen monitor | \$ 350.00 | | \$ - |
| SCOPT-02 | Laptop/MDC Integration | \$ 200.00 | 11 | \$ 2,200.00 |
| SCOPT-03 | EDGE Dual Microphone Receiver Module (Receiver Only) | \$ 150.00 | | \$ - |
| SCOPT-04 | Crash Sensor | \$ 150.00 | 11 | included |
| SCOPT-05 | Gigatek Card Reader | \$ 150.00 | | \$ - |
| SCOPT-07 | Video Streaming | \$ 195.00 | | \$ - |
| SCOPT-08 | Dual facing camera~ Infrared Camera attached to Main Camera Module | \$ 250.00 | | \$ - |
| SCOPT-09 | Detached Wide Angle IR Camera (includes 1 - 12ft extension) | \$ 175.00 | | \$ - |
| SCOPT-10 | Radar Integration (Radar type must be confirmed, pd must provide cable and/or interface components) | \$ 150.00 | | \$ - |
| SCOPT-14 | Wired - Visor Mount Ethernet Port (per vehicle) | \$ 50.00 | | \$ - |
| SCOPT-21 | Wireless - Shark Fin 2.4 / 4.9 802.11 A/G Fixed (Per Vehicle) | \$ 185.00 | 11 | \$ 2,035.00 |
| SCOPT-24 | Wireless - Motorcycle 2.4GHz antenna/Charge Guard | \$ 295.00 | | \$ - |
| SCOPT-32 | Noptic Thermal Camera Interface | \$ 195.00 | | \$ - |
| SCOPT-35 | EDGE 40GB MHDD to 32GB SSD Upgrade | \$ 395.00 | | \$ - |
| SCOPT-36 | EDGE 40GB MHDD to 64GB SSD Upgrade | \$ 895.00 | | \$ - |

| Additional / Optional Equipment / Spares | | | |
|---|---|-------------|----------|
| SCPKB-031 | Edge Transmitter Package Includes Transmitter, Lapel Mic, Charger, Antenna, AC/DC Adaptors for charger and Leather Holster. | \$ 335.00 | \$ - |
| SCOPT-01 | GPS | \$ 250.00 | \$ - |
| SCPKB-034 | Edge Transmitter Antenna | \$ 12.00 | \$ - |
| SCPKB-033 | EDGE Lapel Microphone | \$ 45.00 | \$ - |
| SCPKB-012 | Edge Lithium Ion Battery (mic transmitter) | \$ 20.00 | \$ - |
| NMIS-12 | EDGE UNIT UPS Battery - PS1212F1 (battery only) | \$ 20.00 | \$ - |
| SCPKB-019 | Edge - Microphone Pouch | \$ 20.00 | \$ - |
| SCPKC-02 | TopCam G2 Receiver compatible to EDGE Provides GII Microphone Compatibility to Edge Components | \$ 395.00 | \$ - |
| SCPKC-03 | EDGE Receiver compatible to TopCam G2 Provides Edge Microphone Compatibility to GII Components | \$ 395.00 | \$ - |
| SCMH-4018T | 40GB Removable HDD | \$ 350.00 | \$ - |
| SCMH-32SDD | 32GB Removable SSD | \$ 595.00 | \$ - |
| SCMH-64SDD | 64GB Removable SSD | \$ 1,150.00 | \$ - |
| BMIS-09 | RFID Issuer for Motorcycle RFID cards | \$ 225.00 | \$ - |
| BMIS-10 | RFID Cards for Motorcycle | \$ 12.00 | \$ - |
| SCMR-01 | Complete Front Facing Camera w/o IR | \$ 670.00 | \$ - |
| SCMR-14 | Motorcycle Bullet Camera | \$ 250.00 | \$ - |
| MOTORCYCLE MOUNTING HARDWARE | | | |
| MAED-05 | Edge Harley RoadKing Package | \$ 250.00 | \$ - |
| MAED-06 | Edge BMW 1150/1200 Package | \$ 250.00 | \$ - |
| MAED-07 | Edge Honda ST 1300 Package | \$ 250.00 | \$ - |
| MAED-08 | Edge Harley Package-Other | \$ 500.00 | \$ - |
| MAED-09 | Edge BMW Package-Other | \$ 500.00 | \$ - |
| MAED-10 | Edge Motorcycle Custom Package | \$ 700.00 | \$ - |
| EDGE MOUNTING HARDWARE | | | |
| MAED-01 | Standard mount (Crown Vic only) | N/C | Included |
| MAED-02 | Charger Adapter Plate | \$ 75.00 | \$ - |
| MAED-03 | Tahoe Adapter Plate | \$ 75.00 | \$ - |
| MAED-04 | Impala Adapter Plate | \$ 75.00 | \$ - |
| | Ram Mount (For 2004 Tahoe with AC Controls Overhead) | \$ 75.00 | |

| Hardware | | | |
|--|--|-------------|------|
| Wireless Hardware and Network Equipment Note: To Be Determined from Site Survey | | | |
| WIR-10 | Wired - CAT 6 w/ Retractable Housing | \$ 495.00 | \$ - |
| SCAA-01 | 10 Microphone Charging Station | \$ 495.00 | \$ - |
| SCAA-06 | Tech Support Kit | \$ 195.00 | \$ - |
| SCAA-013 | Tech Support Kit w/ 5.7" Touchscreen Monitor | \$ 495.00 | \$ - |
| BMIS-01 | Removable Hard Drive - Mobile HDD Up-Load Stand | \$ 250.00 | \$ - |
| BMIS-07 | Removable Hard Drive - Multi Upload Cradle (4 HDD) | \$ 950.00 | \$ - |
| BSVR- | Server (s) are Dual Quad Core Xeon CPU, Windows 2008 Server, FULL 2008 SQL server. NOTE: If department chooses to provide their own storage solution, Coban can provide the specifications for the required equipment | | \$ - |
| BSTR- | External iSCSI SAN Storage - MD3200i or Equal Logic | | |
| BDVD - 50 | Auto DVD Burner - 50 Disk - Automated Robotic CD/DVD Back-up Solution-Table Top / Rack Mount Note: DVMS extended storage capabilities with DVD Burner: DVMS-Automated DVD Burning Software must be purchased whether DVD burner is supplied by Coban or PD. Also requires WLIC-14 license and a minimum of ONE LSET-06 for setup. | \$ 3,350.00 | \$ - |
| BDVD-01 | Auto CD/DVD Rack Mount Rail Kit / Kiosk Kit | \$ 150.00 | \$ - |
| BLTO | LTO: Tape Library NOTE: If department chooses to provide their own storage solution, Coban can provide the specifications for the required equipment. DVMS-BLTO Software must be purchased whether LTO.s supplied by Coban or PD. Also Requires minimum of one (1) LSET-05 for setup. | | \$ - |

| Vision ALPR | | | | |
|---|--|-------|-------------|------|
| Integrated In-Car Video/ALPR Solution | | | | |
| SYSED-05 | TopCam "EDGE" Vision - 5.7" Monitor System Single Camera & Microphone 5.7" Touchscreen Monitor Smart Power Supply 32 GB Internal SSD (Solid State Drive) 40 GB Removable HDD Digital Camera- Front facing only, Color Wireless Transmitter/Receiver Covert Backseat microphone Internal 802.11 a/g/n wireless card (optional WiMax) ALPR - Single Channel Scan Includes ALPR Camera with Color Preview Side- Parking Camera Note: Mounting not included. | \$ | 9,995.00 | \$ - |
| Standalone ALPR Solution | | | | |
| SYSLPR-01 | Coban "VISION" ALPR - Dual Channel Scan | \$ | 12,500.00 | |
| SYSLPR-02 | Coban "VISION" ALPR - Single Channel Scan | \$ | 7,500.00 | |
| ALPR Options | | | | |
| SCMR-LPR | ALPR Infrared Side Camera | \$ | 550.00 | |
| SCMR-09 | ALPR Camera with Color Preview (JellyBean) | \$ | 2,750.00 | \$ - |
| SCLPR-07 | ALPR Software Upgrade to Two Channel Scan | \$ | 2,250.00 | \$ - |
| BMIS-00 | Removable Hard Drive - Mobile HDD Up-Load Stand | \$ | 175.00 | \$ - |
| ALPR Mounting | | | | |
| MCAM-101 | ALPR- CAM mount - Ford Crown Victoria | \$ | 295.00 | \$ - |
| MCAM-102 | ALPR- CAM mount - Dodge Charger | \$ | 295.00 | \$ - |
| MCAM-103 | ALPR- CAM mount - Side | \$ | 150.00 | \$ - |
| MCAM-104 | ALPR -CAM mount - Sony | \$ | 175.00 | \$ - |
| MCAM-105 | ALPR-CAM mount - City Sync Camera | \$ | 175.00 | \$ - |
| ALPR Services | | | | |
| LSET-09 | ALPR Server Configuration | \$ | 1,000.00 | \$ - |
| LINST-05 | ALPR Hardware Installation / Car - Coban certified personnel to install equipment on site. Charge includes Travel, Lodging, etc.(minimum of 2 car installation) | \$ | 750.00 | \$ - |
| ALPR Software - DVMS Support, Maintenance, and Upgrades are necessary for ongoing support. (see WDVMS-LC1) | | | | |
| WLIC-16 | Coban ALPR Back Office Software License For two or more systems Coban will waive License. | Note: | \$ 3,000.00 | \$ - |
| Vision Camera - Standard Extended Hardware Warranty - First Warranty Included | | | | |
| WARR-ALPR2C | Vision - Second Year Extended Warranty (camera only) | \$ | 500.00 | \$ - |
| WARR-ALPR3C | Vision - Third Year Extended Warranty (camera only) | \$ | 750.00 | \$ - |

| Interview Room | | | | |
|---|---|----|----------|------|
| Hardware | | | | |
| SYISIN-01 | Interview Room includes: H.264 Digital Video Recorder Window XP Embedded 32 GB Internal SSD (Solid State Drive) Multicast Streaming- for multiviewing | \$ | 3,400.00 | \$ - |
| SCMR-11 | Interview Room -Color Dome Camera | \$ | 195.00 | \$ - |
| SCINT-04 | Interview Room- Omni Directional Microphone | \$ | 175.00 | \$ - |
| SCINT-05 | Interview Room - Microphone Amplifier | \$ | 150.00 | \$ - |
| Interview Room Services | | | | |
| Hardware Installation including mounting, network switch (if needed) and wiring must be provided by client. | | | | |
| LSET-08 | Interview Room System Configuration/Training (Server Configuration plus up to two rooms) - Charge includes Travel, Lodging, etc.(minimum of 2 system configuration). | \$ | 2,000.00 | \$ - |
| LSET-08-A | Additional Interview Room System Configuration | \$ | 400.00 | \$ - |
| Interview Room Software - DVMS Support, Maintenance, and Upgrades are necessary for ongoing support. (see WDVMS-LC1) | | | | |
| WDVMS-LC1 | DVMS Maintenance, Support, Upgrades -Year 1 | \$ | 250.00 | \$ - |
| WDVMS-LC2 | DVMS Maintenance, Support, Upgrades -Year 2 | \$ | 250.00 | \$ - |
| WDVMS-LC3 | DVMS Maintenance, Support, Upgrades - Year 3 | \$ | 250.00 | \$ - |
| Coban Interview Room - Standard Extended Hardware Warranty - First Warranty Included | | | | |
| WARR-IN23 | Interview Room - 2nd/3rd Year Maintenance | \$ | 500.00 | \$ - |

| Software | | | | |
|-----------------|---|----|----------|------|
| WLIC-09 | DVMS - Enterprise - Multi-location (Per Year Per Location) Includes one (1) Year Maintenance/Support and Upgrades | \$ | 1,000.00 | \$ - |
| WLIC-15 | DVMS - Tape Library Extended Storage Solution (Includes 1 TSM License) | \$ | 6,500.00 | \$ - |
| WLIC - 14 | DVMS - Automated DVD Burning Solution Software | \$ | 2,995.00 | \$ - |
| WLIC-22 | Coban Automatic Vehicle Locator | \$ | 3,000.00 | \$ - |
| SCOPT-29 | AVL ESRI GIS Integration | \$ | 1,000.00 | \$ - |

Back Office Setup Configuration & Services

All prices are based on one working day and person. An additional charge of \$1000.00 per day will need to be added for additional days and if Hardware setup is required

| | | | | |
|----------|---|-------------|--|------|
| LSET-01 | Workstation Software & Hardware Configuration | \$ 250.00 | | \$ - |
| LSET-02 | Stand Alone Server Software & Hardware configuration | \$ 2,500.00 | | \$ - |
| LSET-03 | Server with Internal RAID Software & Hardware configuration | \$ 2,500.00 | | \$ - |
| LSET-04 | External RAID Software & Hardware configuration (Required for iSCSI, SAN or DAS storage solutions and in conjunction with LSET-02) | \$ 2,500.00 | | \$ - |
| LSET-05 | Tape Library Software and Hardware Configuration | \$ 3,000.00 | | \$ - |
| LSET-06 | Automated DVD Burner Software and Hardware Configuration | \$ 500.00 | | \$ - |
| LSET-10 | Wireless Client Configuration (per car) | \$ 50.00 | | \$ - |
| LSET-11 | Remote Setup/Install | \$ 1,000.00 | | \$ - |
| LSRV-04 | Wireless Site Survey (per day) **Equipment to be determined from Site Survey** | \$ 2,500.00 | | |
| LSRVC-03 | Project Management Fee / Hr. | \$ 150.00 | | \$ - |

Installation

| | | | | |
|----------|--|-----------|--|------|
| LINST-01 | In-Car Hardware Installation / Car - Coban certified personnel to install equipment on site. Charge includes Travel, Lodging, etc. (minimum of 3 car installation) | \$ 500.00 | | \$ - |
|----------|--|-----------|--|------|

Training

Training prices are based on one trainer per day. An additional charge of \$1000.00 per day will need to be added for additional day.

| | | | | |
|---------|--|-------------|--|------|
| LTRN-01 | In-Car Installation Training - Includes Travel (All prices based on 1 day up to 2 cars) Upon completion of training course, agency personnel are trained on installation of Coban TopCam Edge In-Car Hardware | \$ 2,000.00 | | |
| LTRN-07 | In-Car Installation Training Certification - Includes Travel (All prices based on 1 day up to 2 cars) Upon completion of training course, trained personnel are certified on installation of Coban TopCam Edge In-Car Hardware. Course includes follow-up onsite visit by Coban personnel for inspection, validation and Certification of Training for agency personnel. | \$ 3,500.00 | | \$ - |
| LTRN-02 | On-Site Admin/Officer Training - includes Travel - Train the Trainer (up to 8 attendees per session) Coban personnel conducts onsite session for DVMS instruction. | \$ 2,500.00 | | \$ - |
| LTRN-04 | Online Web Training (per session) Web training can be an alternative method of training for small departments. For larger departments, it is recommended to provide onsite "train the trainer" or classroom training. | \$ 500.00 | | \$ - |

Shipping

| | | | | |
|----------|---|----------|----|-----------|
| LSHIP-01 | Shipping per unit cost (Edge) | \$ 75.00 | 11 | \$ 825.00 |
| LSHIP-03 | Shipping (ALPR, Server, LTO, Auto-DVD, etc) | | | \$ - |

Warranty, Support, Maintenance

Software Maintenance

| | | | | |
|-----------|--|-----------|----|-------------|
| WDVMS-LC1 | DVMS Maintenance, Support, Upgrades -Year 1 | \$ 250.00 | 11 | \$ 2,750.00 |
| WDVMS-LC2 | DVMS Maintenance, Support, Upgrades -Year 2 | \$ 250.00 | | \$ - |
| WDVMS-LC3 | DVMS Maintenance, Support, Upgrades - Year 3 | \$ 250.00 | | \$ - |

TopCam Edge - Standard Extended Hardware Warranty - First / Second / Third Year Warranty Included

| | | | | |
|---------|---|-----------|--|------|
| WARR-E2 | TopCam EDGE - Fourth Year Extended Warranty | \$ 250.00 | | \$ - |
| WARR-E3 | TopCam EDGE - Fifth Year Extended Warranty | \$ 445.00 | | \$ - |

TopCam Edge Motorcycle Standard Extended Hardware Warranty

| | | | | |
|-----------|--|-----------|--|------|
| WARR-EM23 | TopCam EDGE Motorcycle - Second/Third Year Extended Warranty | \$ 850.00 | | \$ - |
| WARR-EM2 | TopCam EDGE Motorcycle - Second Year Extended Warranty | \$ 400.00 | | \$ - |
| WARR-EM3 | TopCam EDGE Motorcycle - Third Year Extended Warranty | \$ 450.00 | | \$ - |

Premiere Accidental Coverage - TopCam Edge - Needs to be placed at time of Purchase

| | | | | |
|----------|---|-----------|--|------|
| WARR-EP3 | TopCam EDGE - Premiere Accidental Coverage Years 1, 2, & 3 | \$ 545.00 | | \$ - |
| WARR-EP4 | TopCam EDGE - Premiere Accidental Coverage Years 1, 2, 3, & 4 | \$ 725.00 | | \$ - |
| WARR-EP5 | TopCam EDGE - Premiere Accidental Coverage Years 1, 2, 3, 4 & 5 | \$ 950.00 | | \$ - |

Coban Automatic Vehicle Locator Maintenance

| | | | | |
|----------|--|-------------|--|------|
| WMAIN-08 | Coban Annual Automatic Vehicle Locator Maintenance | \$ 1,000.00 | | \$ - |
| WMAIN-09 | Coban ESRI GIS Integration | \$ 250.00 | | |

Service Support Out of Warranty/No Warranty

| | | | | |
|---------|----------------------------------|-----------|--|------|
| LSRV-02 | Non Warranty Service Charge/Hour | \$ 150.00 | | \$ - |
|---------|----------------------------------|-----------|--|------|


Grand Total \$ 57,860.00

AGENDA ITEM

G-2 6-20-11

Village of Carol Stream Interdepartmental Memo

TO: Joseph Breinig, Village Manager

FROM: William N. Cleveland, Assistant Village Engineer 

DATE: June 14, 2011

RE: Kuhn Road Bike Trail Right of Way Purchase -
Lutheran Church of the Master

In November of 2010 the Village Board approved the "Local Agency Agreement for Federal Participation" to use CMAQ funding to purchase right of way and easements for the Kuhn Road Bike Trail. It was estimated that \$119,513 would be required, with 80% (\$95,610) from CMAQ funds and 20% (\$23,903) from Village funds.

Since then, Santacruz Associates (the Village's property negotiator) has come to terms with the property owner for the cost to dedicate the right of way. An offer of \$5,000 has been accepted by the church and documents are ready to be recorded. After payment, the Village will receive 80% (\$4,000) from CMAQ funds through IDOT. Additional right of way is also being purchased from the Willow Square Shopping Center and an easement is being acquired from Glenbard North High School.

Engineering staff therefore recommends that payment of \$5,000 be made to Lutheran Church of the Master for purchase of the right of way required to construct the Kuhn Road Bike Trail.

Cc: James T. Knudsen, Director of Engineering Services
Jon Batek, Finance Director

Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager

FROM: William N. Cleveland, Assistant Village Engineer

DATE: November 9, 2010

RE: Kuhn Road Bike Trail – Local Agency Agreement for
Federal Participation – Right of way and easement acquisition

The engineering contract for Phase II of the Kuhn Road Bike Trail project was recently approved by IDOT. This allows the Village to begin ROW acquisition and construction drawings for project bidding.

Engineering and property acquisition for the project received Congestion Mitigation and Air Quality (CMAQ) funding and is therefore required to follow IDOT and FHWA procedures to use the funds. Of the estimated \$119,013 required for right of way and easement, the FHWA will participate up to \$95,610 (80%) of the cost. By executing this agreement, the Village is indicating that sufficient funds have been set aside to cover the local share of \$23,903 (20%). Actual costs will be determined based on appraisals and property negotiations.

Staff therefore recommends that the “Local Agency Agreement for Federal Participation” for the Kuhn Road Bike Trail be approved and sent to the Illinois Department of Transportation for approval to use CMAQ funds for ROW acquisition.

Cc: James T. Knudsen, Director of Engineering Services
Jon Batek, Finance Director

Village of Carol Stream

Payment Request Form

Payable To:

Luthern Church of the Master
580 N Kuhn Rd
Carol Stream, IL 60188

| |
|---------------------------|
| Request Date: 6/8/2011 |
| Purchase Order: 0 |

Vendor No: 3470

Approved:

Department Head/Date: 35 for G.A.K. 6/8/11

Finance Director/Date: [Signature] 6/8/11

Description: Right of Way Purchase for Kuhn Road Bike Path

| Invoice No./Item | Org. No. | Object | Project | Amount |
|------------------|----------|--------|---------|------------|
| | 11740000 | 55486 | 0 | 5,000.00 |
| Request Total: | | | | \$5,000.00 |

Check to Engineering Dept
Do NOT make [Signature]

Owner: Lutheran Church of the Master
Route: Kuhn Rd
Section: 08-00052-00-BT
County: DuPage
Project No.: CMM-8003 (967)
Job No.: R-91-016-08
Parcel No.: 0001
P.I.N. No.: 02-30-300-010; 02-30-309-003

WARRANTY DEED (Religious Corporation)
(NON-FREEWAY)

This indenture, made this 31st day of May, 2011, by Lutheran Church of the Master, a Religious Corporation, organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to do business under the Statutes of the State of Illinois, Grantor, and the Village of Carol Stream, Grantee;

Witnesseth, that the said Grantor, in consideration of the sum of Five Thousand and No/100 Dollars (\$5,000.00), in hand paid, the receipt whereof is hereby acknowledged does hereby grant, convey and warrant unto the said Grantee the following described real estate in DuPage County, Illinois, to-wit:

See Attached Legal Description

Address: 580 Kuhn Road. Carol Stream, Illinois 60188

The Grantor, without limiting the interest above granted and conveyed, does hereby acknowledge that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the above-described premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or its agents which may cause damage to the Grantor's remaining property.

IN WITNESS WHEREOF, the Grantor has set its hand, the date first written above.

Lutheran Church of the Master

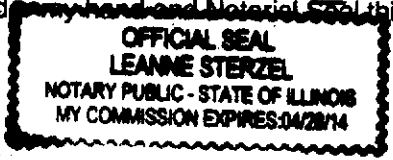
By: J. Lawrence Buchman, Jr. 5/31/2011
Signature
J. Lawrence Buchman, Jr.
Print Name and Title
Congregational Council President

ATTEST:
By: Jeff Elrod
Signature
Jeff Elrod Vice President
Print Name and Title

State of Illinois)
County of Cook) ss

I, Leanne Sterzel, a Notary Public in and for said County in the State aforesaid, do hereby certify that J. Lawrence Buchman, Jr. and Jeff Elrod who are personally known to me to be the Congregational President and Congregational Vice President of Lutheran Church of the Master (the "Religious Corporation"), respectively, and the same person(s) whose name(s) is/are subscribed to the foregoing instrument as such _____ and _____, appeared before me this day in person and (severally) acknowledged that he/she/they signed and delivered the said instrument of writing as his/her/their free and voluntary act, and as the free and voluntary act of said Religious Corporation for the uses and purposes therein set forth, pursuant to authority given by the Board of Directors of said Religious Corporation.

Given under my hand and Notarial Seal this 31st day of May, 2011.



Leanne Sterzel
Notary Public

Exempt under 35 ILCS 200/31-45(b), Real Estate Transfer Tax Law.

Date: 6/7/2011
J. Steve Santacruz
Buyer, Seller or Representative

This instrument was prepared by: J. Steve Santacruz, Santacruz Associates, 2650 Valor Drive, Glenview, IL 60026

Mail to: Santacruz Associates, Ltd.
2650 Valor Drive, Glenview, IL 60026

Route : F.A.U. 2554 (Kuhn Road)
Section: 08-00052-00-BT
County : DuPage
Job No.: R-91-016-08
Parcel : 0001
Sta. 135+94.68 To Sta. 138+99.69
Owner : Lutheran Church of the Master,
a religious corporation

Index No. 02-30-300-010
02-30-309-003

That part of the Southwest Fractional Quarter of Section 30, Township 40 North, Range 10 East of the Third Principal Meridian, in DuPage County, Illinois, described as follows:

Commencing at the southeast corner of the Southwest Fractional Quarter of said Section 30; thence on an assumed bearing of North 0 degrees 04 minutes 23 seconds East along the east line of the Southwest Fractional Quarter of said Section 30, a distance of 269.91 feet (269.89 feet, recorded) to the southeast corner of the grantor and the point of beginning; thence South 86 degrees 55 minutes 56 seconds West along the south line of the grantor, a distance of 35.78 feet; thence North 0 degrees 03 minutes 58 seconds East, a distance of 95.89 feet; thence North 89 degrees 56 minutes 02 seconds West, a distance of 2.00 feet; thence North 0 degrees 03 minutes 58 seconds East, a distance of 207.21 feet to the south right of way line of Munson Drive recorded June 25, 1973 as document number R73-37747, being also the north line of the grantor; thence North 86 degrees 55 minutes 56 seconds East along the said south right of way line of Munson Road, being also the north line of the grantor, a distance of 37.82 feet to the east line of the Southwest Fractional Quarter of said Section 30; thence South 0 degrees 04 minutes 23 seconds West along the east line of the Southwest Fractional Quarter of said Section 30, a distance of 303.21 feet to the point of beginning.

Said parcel containing 0.258 acre, more or less, of which 0.230 acre, more or less, was previously dedicated or used for highway purposes.

Request for Taxpayer Identification Number and Certification

Give form to the
 requester. Do not
 send to the IRS.

Print or type
 See Specific Instructions on page 2.

| | |
|--|--|
| Name (as shown on your income tax return) Lutheran Church of the Master | |
| Business name, if different from above | |
| Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input checked="" type="checkbox"/> Exempt payee <input checked="" type="checkbox"/> Other (see instructions) ▶ Religious Corporation (Private Nonprofit Organization) | |
| Address (number, street, and apt. or suite no.) 580 N. Kuhn Road | Requester's name and address (optional) |
| City, state, and ZIP code Carol Stream, Illinois 60188 | Tax Exempt ID Number: E9979-4314-04 |
| List account number(s) here (optional) | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

| |
|---------------------------------|
| Social security number |
| or |
| Employer identification number |
| 36 3218689 |

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

| | | |
|------------------|---|-------------------------|
| Sign Here | Signature of U.S. person ▶ <i>J. Lawrence Buchanan, Jr.</i> | Date ▶ <i>5/31/2011</i> |
|------------------|---|-------------------------|

General Instructions *J. Lawrence Buchanan, Jr.* Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States.
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Donna Hawco

From: Bill Cleveland
Sent: Wednesday, June 08, 2011 8:41 AM
To: Donna Hawco
Subject: FW: Kuhn Rd - 08-00052-00-BT ~ Job No.: R-91-016-08; Parcel No.: 0001

Donna, can I have a "payment request" for below?

From: Dawn Damolaris
Sent: Wednesday, June 08, 2011 8:38 AM
To: Bill Cleveland
Subject: RE: Kuhn Rd - 08-00052-00-BT ~ Job No.: R-91-016-08; Parcel No.: 0001

Bill,

Thanks for the heads up regarding the right of way purchase of land. I would like to have a payment request to Lutheran Church of the Master for the the amount of \$5,000. No you will not need to have a PO for it. Please attach the documentation that you had already provided.

Dawn

From: Bill Cleveland
Sent: Wednesday, June 08, 2011 7:20 AM
To: Dawn Damolaris; Sue Sullivan
Cc: Jon Batek; Donna Hawco; Jim Knudsen
Subject: FW: Kuhn Rd - 08-00052-00-BT ~ Job No.: R-91-016-08; Parcel No.: 0001

Can you prepare a check for this, or do you need another PO? This is for the property we are buying along Kuhn Rd for the bike trail and 80% (\$4,000) will be reimbursed from the CMAQ grant.

From: Robin Weber [mailto:robin@santacruz-associates.com]
Sent: Tuesday, June 07, 2011 3:54 PM
To: Bill Cleveland
Cc: 'J Steve Santacruz'
Subject: Kuhn Rd - 08-00052-00-BT ~ Job No.: R-91-016-08; Parcel No.: 0001

Owner: Lutheran Church of the Master
Property Address: 580 Kuhn Road. Carol Stream, Illinois 60188

Bill:

We have received signed conveyance documents from the property owner. Attached is a copy of the Warranty Deed and W-9. Please prepare a check in the amount of \$5,000.00 payable as follows:

Lutheran Church of the Master
580 N. Kuhn Road
Carol Stream, IL 60188

FEIN: 36 3218689

Please note that you should hold the check until we tell you to issue (which will be when we have received confirmation of recording and clear title from Wheatland Title Guaranty Company). Please note that we will

6/8/2011

need a copy of the check faxed (or mailed) to us.

As this is a fee simple acquisition, we will be ordering a policy from Wheatland Title Guaranty Company in the amount of \$5,000.00.

Thanks,

Robin Weber

Santacruz Associates

2650 Valor Drive
Glenview, IL 60026
347-251-5800
347-998-3498

✉ robin@santacruz-associates.com
www.Santacruz-Associates.com

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AGENDA ITEM

Village of Carol Stream G-3 6-20-11

Interdepartmental Memo

TO: Robert Mellor, Assistant Village Manager

FROM: William N. Cleveland, Assistant Village Engineer 

DATE: June 16, 2011

RE: Local Agency Agreement for Federal Participation –
Kuhn Road Bike Trail

An agreement needs to be executed between the Village and the Illinois Department of Transportation, acting in accordance with the Federal Highway Administration's policies and procedures. This agreement establishes guidelines for the contract and funding of the project.

The current cost estimate for construction is \$673,737, of which \$509,903 is from FHWA funding and \$163,834 is from Village funding. Actual costs will be used in the final division of cost for billing and reimbursement based on a 75/25 split for STP funds and 80/20 split for CMAQ funds.

By execution of the Agreement, the Village is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the Village's total cost.

Engineering staff therefore recommends the agreement be signed by the Mayor and returned to IDOT for final processing. If you have any questions, please call.

Cc: James T. Knudsen, Director of Engineering Services
Jon Batek, Finance Director

Attachment



**Illinois Department
of Transportation**

**Local Agency Agreement
for Federal Participation**

| | | | | |
|---|------------------------|-------------|----------------|------------------|
| Local Agency Village of Carol Stream | State Contract X | Day Labor | Local Contract | RR Force Account |
| Section 08-00052-00-BT | Fund Type STA & STU | ITEP Number | | |

| Construction | | Engineering | | Right-of-Way | |
|--------------|-----------------|-------------|----------------|--------------|----------------|
| Job Number | Project Number | Job Number | Project Number | Job Number | Project Number |
| C-91-157-08 | M-CMM-8003(950) | | | | |

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

Location

Local Name Kuhn Road Bike Path Route FAU 2554 Length 1.4 miles
 Termini Klein Creek to Lies Road
 Current Jurisdiction LA Existing Structure No N/A

Project Description

Construction of a hot-mix asphalt bike path, landscaping, striping, and structure adjustments.

Division of Cost

| Type of Work | STA | % | STU | % | LA | % | Total |
|----------------------------|------------------|-------|-------------------|--------|-------------------|---------|-------------------|
| Participating Construction | 12,299 | (*) | | () | 3,075 | (BAL) | 15,374 |
| Participating Construction | | () | 436,303 | (**) | 145,434 | (BAL) | 581,737 |
| Preliminary Engineering | | () | | () | | () | |
| Construction Engineering | 61,301 | (*) | | () | 15,325 | (BAL) | 76,626 |
| Right of Way | | () | | () | | () | |
| Railroads | | () | | () | | () | |
| Utilities | | () | | () | | () | |
| Materials | | () | | () | | () | |
| TOTAL | \$ 73,600 | | \$ 436,303 | | \$ 163,834 | | \$ 673,737 |

* Maximum FHWA (STA) participation 80% not to exceed \$73,600 to be used first

** Maximum FHWA (STU) participation 75% not to exceed \$436,303 to be used second

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

Local Agency Appropriation

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

Method of Financing (State Contract Work)

METHOD A---Lump Sum (80% of LA Obligation) _____
 METHOD B--- _____ Monthly Payments of _____
 METHOD C---LA's Share Balance divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Agreement Provisions

THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the **LA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LA**, and **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LA** agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, in lump sum, an amount equal to 80% of the **LA**'s estimated obligation incurred under this Agreement, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LA** will pay to the **STATE**, an amount equal to the **LA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the **LA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the **LA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The **LA** is responsible for the payment of the railroad related expenses in accordance with the **LA**/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the **LA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LA's** certification that:
- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - The **LA** shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the **LA** may invoice the **STATE** monthly for the **FHWA** and/or **STATE** share of the costs incurred for this phase of the improvement. The **LA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the **LA** will submit to the **STATE** a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) (Single Audit Requirements) That if the **LA** receives \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. **LA**'s that receive less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** with 30 days after the completion of the audit, but no later than one year after the end of the **LA**'s fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
- (26) That the **LA** is required to register with the Central Contractor Registration (CCR), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. If you do not have a CCR number, you must register at <https://www.bpn.gov/ccr>. If the **LA**, as a sub-recipient of a federal funding, receives an amount equal to or greater than \$25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LA**'s certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the **LA** to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the **LA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the **LA** for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **LA**;
- (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the **LA**, the **LA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LA**'s DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved **LA** DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the **STATE**'s USDOT approved Disadvantaged Business Enterprise Program.
- (4) In cases where the **STATE** is reimbursing the **LA**, obligations of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (5) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location Map

(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all exhibits indicated above.

APPROVED

Local Agency

Frank Saverino

Name of Official (Print or Type Name)

Mayor

Title (County Board Chairperson/Mayor/Village

(Signature)

Date

The above signature certifies the agency's TIN number is
36-2510906 conducting business as a Governmental
Entity.

DUNS Number 051080190

NOTE: If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

APPROVED

State of Illinois
Department of Transportation

Gary Hannig, Secretary of Transportation

Date

By:

(Delegate's Signature)

(Delegate's Name - Printed)

Christine M. Reed, Director of Highways/Chief Engineer

Date

Ellen J. Schanzle-Haskins, Chief Counsel

Date


Matthew R. Hughes, Acting Director of Finance and Administration Date

G4 6-20-11

Village of Carol Stream

Interdepartmental Memo

TO: Joe Breinig, Village Manager

FROM: Philip J. Modaff, Director of Public Works 

CC: Mike Scaramella, Superintendent of Streets

DATE: June 17, 2011

RE: Fuel Island Conduit/Cable Replacement

Background

In an effort to diagnose and correct frequent power failures and data interruptions at the fuel island station located at the Public Works Center, staff recently uncovered significant deterioration of the conduits and cabling serving the equipment. The reliable operation of the fuel island is critical since it provides fuel for the entire Village fleet as well as several other government agencies. Over the past several years Public Works staff has been overseeing contracted repairs to the system, but the frequency and expense have increased, along with the system failures.

Public Works staff met with the Village Manager, Finance Director and Engineering staff to review the problem and agreed that the equipment is beyond simple repair and warrants a complete replacement of all conduits and cabling. Simply stated, *all* of the associated conduit, and much of the cabling, is *significantly* deteriorated. There is also a nearby natural gas service line that feeds the north storage garage that is leaking and requires replacement. We recently also uncovered a problem with the underground cable that controls the security gate that leads to the fuel island and the Public Works yard.

Due to the specialized nature of this work there are very few vendors who perform this type of work. And we have found that the few vendors in the area have significantly reduced their work crews due to declining demand. In addition, this project must be undertaken as soon as possible in order to be finished in advance of the scheduled pavement resurfacing project at the Public Works Center.

Therefore, staff determined that we would solicit proposals via a Request for Proposal process rather than the more time-consuming bid process. We sought proposals from one firm, Beacon SSI, Inc., that specializes specifically in the installation, maintenance and repair of the computer systems that run the fuel island. We also sought another proposal from Burke, LLC, due to their experience in designing and overseeing installation of similar projects in several area municipalities.

Review of Proposals

Beacon SSI is familiar with our system from having performed maintenance and repair work over the years. Their proposal was for basic services that would replace all the associated conduit and cable and integration with the electrical and computer systems. Their proposal does not address the leaking gas main or the security gate cabling since these are not within the area of expertise. (In order to complete this additional work, Public Works staff would have to solicit proposals, likely for two different contractors, at an estimated cost of \$30,000 to \$40,000). Beacon SSI would also require labor and equipment assistance from Public Works to saw-cut and remove asphalt pavement and concrete and to prepare trenches. This will require some construction oversight by the Street Superintendent. **Their proposal for this narrower scope of work is \$42,600.**

Burke LLC is a design-build firm that has proposed an agreement to design and oversee all of the work associated with the fuel island, the natural gas replacement and the security gate cabling. The design-build process, which the Village recently used for the WRC aerator replacement project, essentially identifies a firm to serve as designer and construction manager. The contract fee covers all costs from design through construction, including construction oversight services. This would be a turn-key contract that requires no labor or equipment assistance or construction oversight from the Public Works Department. **Burke's proposal for the expanded project is \$104,805.**

Recommendation

Public Works staff recommends that the Mayor and Board of Trustees approve a motion entering into an agreement with Burke, LLC, for design-build services in the amount of \$104,805.00, to complete the following work as proposed:

- design and installation of replacement conduit and cabling for the fuel island
- design and installation of the natural gas service line
- design and replacement of the conduit and cabling serving the security gate
- construction management and oversight services

Burke also proposed an option for replacement of the main electrical service feed to the Public Works Center for an additional \$52,200. We are not recommending that option at this time.

While none of this work was anticipated in the current budget, there are sufficient funds available due to the difference in the budgeted amount for the PWC paving work and the contractor's price.

Attachment

DESIGN-BUILD AGREEMENT

This Agreement is made this _____ day of June in the year 2011, by and between the:

OWNER: Village of Carol Stream
500 North Gary Avenue
Carol Stream, IL 60188

And

**CONSTRUCTION
MANAGER:** Burke, LLC
9575 W. Higgins Road, Suite 600
Rosemont, IL 60018

For services in connection with the following:

PROJECT: Public Works – Underground Conduit, Wire and Gas Piping Replacement

| | | |
|------------------------|---------------------------------|---------------------|
| CONTRACT PRICE: | <u>Electrical</u> | |
| | Base Contract | \$ 79,065.00 |
| | Alternate No. 1 – | |
| | New 800 Amp Service to PW Bldg. | \$ 52,200.00 |
| | <u>Mechanical (Gas Piping)</u> | |
| | Base Contract | \$ 25,740.00 |
| | Total Base Contract | \$104,805.00 |
| | Total Base + Alternate No. 1 | \$157,005.00 |

COMPLETION DATE: 60 days after Notice to Proceed

The Design Build Agreement (attached) shall govern the Work described as Public Works Underground Conduit and Wire Replacement as described on the attached Scope of Work.

Owner:

Village of Carol Stream
500 North Gary Avenue
Carol Stream, IL 60188

Construction Manager:

Burke, LLC
9575 W. Higgins Road, Suite 600
Rosemont, IL 60018

Village of Carol Stream

Burke, LLC

By: _____

By: _____

SCOPE OF WORK

ELECTRICAL

Base Bid

1. Demo existing conduits and wire.
2. Provide Temporary Wiring as required to keep essential equipment operational.
3. Furnish and install new conduit and wire to Garage, fuel dispensers, fuel control station, fuel tank pumps, canopy lights, emergency shut-off switch and gate operator.
4. Wire shall be XHHW.
5. Underground conduits shall be Schedule 40 PVC (not encased in concrete)
6. Exposed conduits shall be PVC coated rigid steel from the underground PVC to the 1st fitting.
7. LB's and seal-offs to be malleable cast iron.
8. Conduits feeding the garage and tanks will be connected to the existing conduit stubs.
9. New exterior wall mounted wireway and junction boxes to be stainless steel.
10. Excavation and backfill for underground conduit runs. Sawcut approximately 200 lf of pavement. Excavate 100' lf of trench in paved area 2' x 3' to allow for conduit installation and backfill with CA6. Excavate 120 lf of trench in grass area 1' x 3' to allow for conduit installation to gate and backfill with excavated material.

Excludes

1. Tax, Permit, Premium Time and Performance Bond.
2. New disconnecting means at the tanks, we're connecting to existing fittings.

Alternate No. 1

1. Provide new 800 amp service conduit and wire (parallel 600 MCMs in 4" PVC) from the existing meter fitting to the pole (approximately 120 feet).
2. Excavation and backfill for underground conduit to service pole. Sawcut approximately 220 lf of pavement. Excavate 110 lf of trench in paved area 2' x 3' to allow for conduit installation and backfill with CA6.

Excludes

1. Temporary generator.

MECHANICAL

1. Installation of new 4" gas service from meter to building. Sawcut approximately 360 lf of pavement. Excavate 180 lf of trench in paved area 18" x 3' to allow for gas line installation and backfill with CA6. Installation of 180 lf of underground MDPE gas line, connection at meter, new gas valve at remote building and connection to 4" 90 at remote building. Quantity based on installation around west end of fuel tanks.

Excludes

1. No restoration of grassed, bituminous or concrete areas.
2. No bonds or permits included.
3. No testing or disposal of excavated materials. Excavated materials to be left on site for removal by others.

ARTICLE 1 - RELATIONSHIP OF THE PARTIES

- 1.1 Relationship. The Relationship between the Owner and the Construction Manager with regard to the Project shall be one of good faith and fair dealing. The Construction Manager agrees to provide construction, management and administration services as set forth in greater detail below.
- 1.2 Engineer. The Engineer for the Project is Christopher B. Burke Engineering, Ltd., a separate company and legal entity closely affiliated with the Construction Manager.

ARTICLE 2 - DEFINITIONS

- 2.1 Contract Documents. The Contract Documents consist of:
- 1 Change Orders and written amendments to this Contract signed by both the Owner and Construction Manager;
 - 2 This Contract;
 - 3 Surveys, geotechnical information and other information provided by the Owner pursuant to this Contract.
 - 4 The Plans and Specifications, including any Addenda thereto.
 - 5 Schedule of Prices

In case of any inconsistency, conflict or ambiguity among the Contract Documents, the Documents shall govern in the order in which they are listed above.

- 2.2 Day. A "Day" shall mean one calendar day.
- 2.3 Hazardous Material. A Hazardous material is any substance or material identified now or in the future as hazardous under any federal, state or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal and/or cleanup.
- 2.4 Subcontractor. A Subcontractor is a person or entity who has an agreement with the Construction Manager to perform any portion of the Work, and includes vendors or material suppliers but does not include any separate contractor employed by the Owner or any separate contractor's subcontractor.
- 2.5 Substantial Completion. Substantial Completion of the Work occurs on the date when construction is sufficiently complete in accordance with the Contract Documents so that the Owner can begin to occupy or utilize the Project for the use for which it is intended, or at such time that the Project is in a state that allows for the maturing and establishment of the landscape plant materials (such as seeding, sodding, or grading of areas to receive landscape materials).

- 2.6 Subsubcontractor. A Subsubcontractor is a person or entity who has an agreement with a Subcontractor to perform any portion of the Subcontractor's work.
- 2.7 The Work. The Work consists of all of the construction, procurement and administration services to be performed by the Construction Manager and the Subcontractors under this Contract, as well as any other services which are necessary to complete the Project in accordance with and reasonably inferable from the Contract Documents.

ARTICLE 3 - CONSTRUCTION MANAGER'S RESPONSIBILITIES

- 3.1 Commencement. The Construction Manager may commence the Work upon execution of this Contract. The parties contemplate that by mutual agreement, the Construction Manager may commence certain portions of the Work, such as procurement of long lead-time items and site preparation.
- 3.2 General Requirements. The Construction Manager shall perform those portions of the Work that the Construction Manager customarily performs with its own personnel. All other portions of the Work shall be performed by Subcontractors or under other appropriate agreements with the Construction Manager. The Subcontractor selection process shall be as set forth in Article 4. The Construction Manager shall exercise reasonable skill and judgment in the performance of the Work. The Construction Manager shall give all notices and comply with all laws and ordinances legally enacted at the date of execution of this Contract which govern performance of the Work, as well as providing legally effective lien waivers in conformance with the Illinois Mechanics Lien Act.
- 3.3 Schedule. The Construction Manager shall maintain in written form a schedule of the Work. The schedule shall indicate the dates for the start and completion of various stages of the construction and shall be revised as required by the conditions of the Work. The schedule may contain dates when information, decisions and approvals are required from the Owner, and both the Owner and the Construction Manager agree to use their best efforts to comply with the time requirements of the schedule.
- 3.4 Meetings. The Construction Manager shall schedule and conduct meetings at which the appropriate parties can discuss the status of the Work. The Construction Manager shall prepare and promptly distribute meeting minutes.
- 3.5 Reports. The Construction Manager shall provide monthly written reports to the Owner on the progress of the Work. The Construction Manager shall maintain a daily log containing a record of weather, Subcontractors working on the site, number of workers, Work accomplished, problems encountered and other similar relevant data as the Owner may reasonably require. The log shall be available to the Owner upon reasonable advance notice.
- 3.6 Cost Control. The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities and progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner in the monthly written reports.

- 3.7 Permits. The Construction Manager shall assist the Owner in securing the building permits necessary for construction of the Project.
- 3.8 Safety. The Construction Manager shall take necessary precautions for the safety of its employees on the Project and shall comply with all applicable provisions of federal, state and local safety laws and regulations to prevent accidents or injuries to persons on or adjacent to the Project site. The Construction Manager, directly or through its Subcontractors, shall erect and properly maintain necessary safeguards for the protection of workers and the public. However, the Construction Manager shall not be responsible for the elimination or abatement of safety hazards created or otherwise resulting from any work at the Project site being performed by someone other than the Construction Manager, a Subcontractor or Subsubcontractor. The Engineer shall have no responsibility for safety programs or precautions in connection with the Work and shall not be in charge of or have any control over any construction means, methods, techniques, sequences or procedures.
- 3.8.1 Construction Observation. The Construction Manager shall provide part-time construction observation and testing to assist the Owner in the implementation of the project. These services will be invoiced on an hourly basis as the work is executed but shall not exceed the value indicated in the Schedule of Prices as adjusted by change orders.
- 3.9 Cleanup. The Construction Manager shall keep the site of the Work free from debris and waste materials resulting from the Work. At the completion of the Work, the Construction Manager or its Subcontractors shall remove from the site of the Work all construction equipment, tools, surplus materials, waste materials and debris.
- 3.10 Hazardous Materials. The Construction Manager shall not be obligated to commence or continue Work, until any known or suspected Hazardous Material discovered at the Project site has been removed or rendered or determined to be harmless by the Owner as certified by an independent testing laboratory and approved by the appropriate government agency. The Owner shall be responsible for retaining an independent testing laboratory to determine the nature of the material encountered and whether it is a Hazardous Material. The Construction Manager shall not be required to perform any Work relating to or in the area of known or suspected Hazardous Material without written mutual agreement and shall resume Work in the area affected by any Hazardous Material only upon written agreement between the parties after the Hazardous Material has been removed or rendered harmless. If the Construction Manager incurs additional costs and/or is delayed due to the presence of known or suspected Hazardous Material, the Construction Manager shall be entitled to a Change Order equitably adjusting the Guaranteed Maximum Price and/or the date of Substantial Completion. To the fullest extent permitted by law, the Owner shall indemnify and hold harmless, regardless of fault, negligence or other liability, the Construction Manager, Engineer, all Subcontractors and Subsubcontractors, and the agents, officers, directors and employees of each of them from and against any and all claims, damages, losses, costs and expenses, whether direct, indirect or consequential, including but not limited to attorney's fees, arising out of or relating to the performance of the Work in any area affected by Hazardous Material. The terms of this indemnification shall survive completion or termination of this Contract.
- 3.11 Intellectual Property. The Construction Manager shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials,

methods or systems selected by the Construction Manager and incorporated in the Work. The Construction Manager shall defend, indemnify and hold the Owner harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection. The Owner agrees to defend, indemnify and hold the Construction Manager harmless from any suits or claims of infringement of any patent rights arising out of any patented materials, methods or systems required or specified by the Owner.

- 3.12 Completion. At or promptly after the date of Substantial Completion, the Construction Manager shall secure required certificates of inspection, testing or approval and deliver them to the Owner; collect all written warranties and equipment manuals and deliver them to the Owner; with the assistance of the Owner's maintenance personnel, direct the checkout of utilities and operations of systems and equipment for readiness, and assist in their initial start-up and testing; provide the Owner with a set of record drawings which the Construction Manager shall have maintained throughout the Project; and prepare and forward to the Owner a punch list of items of Work yet to be completed.
- 3.13 Indemnification. To the fullest extent permitted by law, the Construction Manager shall defend, indemnify and hold the Owner and the Engineer harmless from all claims for bodily injury and property damage (other than to the Work itself and other property insured under the Owner's builder's risk or other property insurance) to the extent of the negligence attributed to such acts or omissions by the Construction Manager, Subcontractors, Subsubcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

ARTICLE 4 - SUBCONTRACTS

- 4.1 General. Work not performed by the Construction Manager with its own forces shall be performed by Subcontractors or Subsubcontractors. The Construction Manager shall be responsible for management of the Subcontractors in the performance of their Work.
- 4.2 Selection. The Construction Manager shall obtain bids from Subcontractors and/or from suppliers of materials or equipment fabricated to a special design for the Cost of Construction. The bids will be in the form of a written proposal for the items indicated as being part of the "Cost of Construction" in the Schedule of Charges. The bid will be submitted to the Construction Manager. The Construction Manager will confer with the bidders to verify the scope and intent of the submitted bid.
- .1 If the Construction Manager recommends to the Owner the acceptance of a particular bid from a specific bidder who is qualified to perform that portion of the Work and has submitted a bid which conforms to the requirements of the Contract Documents without reservations or exceptions, and the Owner requires that a different bid be accepted, then a Change Order shall be issued adjusting the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the bidder recommended by the Construction Manager and the bid that the Owner has required be accepted.
 - .2 The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has a reasonable objection.

- 4.3 Assignment. The Construction Manager shall provide for assignment of Subcontract Agreements in the event that the Owner terminates this Contract for cause. Following such termination, the Owner shall notify in writing those Subcontractors whose assignments will be accepted, subject to the rights of sureties, if any.
- 4.4 Subcontracts. The Construction Manager shall prepare all Subcontracts and shall have full discretion to negotiate their terms, subject to the Owner's reasonable requirements or objections as to form and content.

ARTICLE 5 - CONSTRUCTION MANAGER'S WARRANTIES

- 5.1 One-Year Warranty. The Construction Manager warrants that all materials and equipment furnished under this Contract will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials, and the Construction Manager agrees to correct all construction performed under this Contract which proves to be defective in workmanship or materials. These warranties shall commence on the date of Substantial Completion of the Work or of a designated portion thereof and shall continue for a period of one year therefrom or for such longer periods of time as may be set forth with respect to specific warranties required by the Contract Documents.
- 5.2 Materials Specified By Owner. The products, equipment, systems or materials incorporated in the Work at the direction or upon the specific request of the Owner shall be covered exclusively by the warranty of the manufacturer and are not otherwise warranted under this Contract.
- 5.3 Other Warranties. Deleted.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

- 6.1 Information and Services. The Owner shall provide:
- .1 All necessary information describing the physical characteristics of the site, including surveys, site evaluations, legal descriptions, existing conditions, subsurface and environmental studies, reports and investigations developed during the design phase of the project;
 - .2 Inspection and testing services during construction as required by the law or as mutually agreed that are not included in the Guaranteed Maximum Price;
 - .3 Any necessary approvals, rezoning, easements and assessments, permits, fees and charges required for the construction, use, occupancy or renovation of permanent structures, including any legal and other required services; and
 - .4 any other information or services stated in the Contract Documents as being provided by the Owner.
- 6.2 Reliance. The Construction Manager shall be entitled to rely on the completeness and accuracy of the information and services required by paragraph 6.1 above, and



the Owner agrees to provide such information and services in a timely manner so as not to delay the Work.

6.3 Not Used

6.4 Notice of Defect. If the Owner becomes aware of any error, omission or other inadequacy in the Contract Documents or of the Construction Manager's failure to meet any of the requirements of the Contract Documents, or of any other fault or defect in the Work, the Owner shall give prompt written notice to the Construction Manager.

6.5 Communications. The Owner shall communicate with the Subcontractors and Subsubcontractors only through the Construction Manager. The Owner shall have no contractual obligations to any Subcontractors or Subsubcontractors.

6.6 Owner's Representative. The Owner's Representative for this Project is Mr. Phil Modaff, who shall be fully acquainted with the Project; shall be the conduit by which the Owner furnishes the information and services required of the Owner; and shall have authority to bind the Owner in all matters requiring the Owner's approval, authorization or written notice. If the Owner changes its representative, the Owner shall notify the Construction Manager in advance in writing.

ARTICLE 7 - CONTRACT TIME

7.1 Execution Date. The parties contemplate that this Contract will be fully executed on or before **June 20, 2011**. A delay in the Owner's execution of this Contract which postpones the commencement of the Work may require a Change Order equitably adjusting the date of Substantial Completion.

7.2 Substantial Completion. The date of Substantial Completion of the Work shall be the completion date identified on the first page of this Contract, as adjusted in accordance with the provisions of this Contract. Time shall be of the essence of this Contract.

7.3 Delays. If causes beyond the Construction Manager's control delay the progress of the Work, then the Contract Price and/or the date of Substantial Completion shall be modified by Change Order as appropriate. Such causes shall include but not be limited to: changes ordered in the Work, acts or omissions of the Owner or separate contractors employed by the Owner, the Owner preventing the Construction Manager from performing the Work pending dispute resolution, Hazardous Materials, differing site conditions, adverse weather conditions not reasonably anticipated, fire, unusual transportation delays, labor disputes, delays due to work performed by utility companies or unavoidable accidents or circumstances. In the event that delays to the Project are encountered for any reason, the Owner and the Construction Manager both agree to undertake reasonable steps to mitigate the effect of such delays.

ARTICLE 8 - PAYMENT

- 8.1 Guaranteed Maximum Price. The Guaranteed Maximum Price is the sum identified on the first page of this Contract, subject to adjustment in accordance with the provisions of this Contract.
- 8.2 Compensation. For the Construction Manager's performance of the Work, the Owner shall pay the Construction Manager in current funds the sum of the Cost of the Work as defined in this Article plus the Construction Manager's Fee. The Construction Manager's fee will be \$5,000. The total cost of the Project will be the Guaranteed Maximum Price. In the event the Cost of Construction plus the Construction Manager's Fee and Professional Services shall total less than the Guaranteed Maximum Price as adjusted by Change Orders, the resulting savings shall be shared equally between the Owner and the Construction Manager, and the Owner shall make payment of the Construction Manager's portion upon Final Completion of the Work. In the event that the Cost of Construction plus the Construction Manager's Fee and Professional Services exceeds the Guaranteed Maximum Price as adjusted by Change Orders, then the Owner shall pay no more than the Guaranteed Maximum Price as adjusted by Change Orders.
- 8.3 Progress Payments. Prior to submitting the first Application for Payment, the Construction Manager shall provide a Schedule of Values reasonably satisfactory to the Owner consisting of a breakdown of the Contract Price by trade or appropriate category. On or before the 10th day of each month after the Work has been commenced, the Construction Manager shall submit to the Owner an Application for Payment in accordance with the Schedule of Values and the Illinois Mechanic's Lien Act based upon the Work completed and materials stored on the site or at other locations approved by the Owner. Within twenty-one (21) days after receipt of each monthly Application for Payment, the Owner shall pay directly to the Construction Manager the appropriate amount for which Application for Payment was made, less amounts previously paid by the Owner. The Owner's progress payment, occupancy or use of the Project, whether in whole or in part, shall not be deemed to be an acceptance of any Work not conforming to the requirements of the Contract Documents.
- .1 With each Application for Payment the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence reasonably required by the Owner to demonstrate that cash disbursements or obligations already made or incurred by the Construction Manager on account of the Work equal or exceed (1) progress payments already received by the Construction Manager less (2) that portion of those payments attributable to the Construction Manager's Fee plus (3) payrolls and other costs for the period covered by the present Application for Payment.
 - .2 Each Application for Payment shall be based upon the most recent Schedule of Values submitted by the Construction Manager in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The Schedule of Values shall be prepared in such form and supported

by such data to substantiate its accuracy as the Owner may reasonably require and shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

- .3 Applications for Payment shall show the percentage completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed or (2) the percentage obtained by dividing (a) the expense which has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.
- .4 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
 - .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included, even though the Guaranteed Maximum Price has not yet been adjusted by Change Order.
 - .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing.
 - .3 Add the Construction Manager's Fee. The Construction Manager's Fee shall be computed upon the Cost of the Work described in the two preceding Clauses at the rate stated in paragraph 8.2 or, if the Construction Manager's Fee is stated as a fixed sum in that paragraph, shall be an amount which bears the same ratio to that fixed sum Fee as the Cost of the Work in the two preceding Clauses bears to a reasonable estimate of the probable Cost of the Work upon its completion.
 - .4 Subtract the aggregate of previous payments made by the Owner.
- .5 Except with the Owner's prior approval, payments to Subcontractors shall be subject to retention of not less than 10 percent (10%) up to half the contract value. The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments and retention for subcontracts.
- .6 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

8.4 Late Payments. If the Owner fails to pay the Construction Manager at the time payment of any amount becomes due, then the Construction Manager may suspend the Work upon five days advance written notice until payment of the amount owing has been received, in which case the Contract Time shall be equitably adjusted by Change Order. Payments due but unpaid shall bear interest at the rate of 1% per month, and the Construction Manager shall be entitled to recover all costs, including attorney's fees, incurred in enforcing payment.

8.5 Title. The Construction Manager warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to the Owner free and clear of all liens, claims, security interests or encumbrances upon receipt of such payment by the Construction Manager.

8.6 Final Payment. Final Payment shall be due and payable when the Work is fully completed. Before issuance of any final payment, the Owner may request satisfactory evidence that all payrolls, materials bills and other indebtedness connected with the Work have been or will be paid or otherwise satisfied. In accepting final payment, the Construction Manager waives all claims except those previously made in writing and which remain unsettled. In making final payment, the Owner waives all claims except for outstanding liens, improper workmanship or defective materials appearing within one year after the date of Substantial Completion, and terms of any special warranties required by the Contract Documents.

.1 The amount of the final payment shall be calculated as follows:

.1 Take the sum of the Cost of the Work substantiated by the Construction Manager's final accounting and the Construction Manager's Fee, but not more than the Guaranteed Maximum Price.

.2 Subtract the aggregate of previous payments made by the Owner. If the aggregate of previous payments made by the Owner exceeds the amount due the Construction Manager, the Construction Manager shall reimburse the difference to the Owner.

.2 The Owner's engineers will review and report in writing on the Construction Manager's final accounting within 7 days after delivery of the final accounting to the Owner by the Construction Manager. Based upon such Cost of the Work as the Owner's engineers report to be substantiated by the Construction Manager's final accounting, the Owner will, within twenty-one (21) days after receipt of the written report of the Owner's engineers, either make final payment as requested to the Construction Manager, or notify the Construction Manager in writing of the Owner's reasons for withholding part or all of the requested final payment.

.3 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Paragraph 8.7 and not excluded by Paragraph 8.8 (1) to correct nonconforming Work, or (2) arising from the resolution of disputes, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee, if any, related thereto on the same basis as if such costs had been incurred prior to final payment, but not

in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

- 8.7 Cost of the Work. The term "Cost of the Work" shall mean costs incurred by the Construction Manager in the proper performance of the Work and shall include all labor equipment and material required to perform the tasks outlined as the "Construction Manager's Responsibilities" in Article 3 herein, and shall also include payments made to Subcontractors in accordance with the requirements of the subcontracts for such work.
- 8.8 Accounting Records. The Construction Manager shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract. The accounting and control systems shall be reasonably satisfactory to the Owner. The Owner and the Owner's engineers shall be afforded access to the Construction Manager's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Project, and the Construction Manager shall preserve these for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 9 - CHANGES

- 9.1 Change Orders. Changes in the Work which are within the general scope of this Contract may be accomplished by Change Order without invalidating this Contract. A Change Order is a written instrument, issued after execution of this Contract signed by the Owner and Construction Manager stating their agreement upon a change and any adjustment in the Guaranteed Maximum Price and/or the date of Substantial Completion. The Construction Manager shall not be obligated to perform changed Work until the Change Order has been executed by the Owner and Construction Manager.
- 9.2 Costs. An increase or decrease in the Guaranteed Maximum Price resulting from a change in the Work shall be determined by one or more of the following methods:
- .1 Unit prices as set forth in this Contract or as subsequently agreed (but if the original quantities are altered to a degree that application of previously agreed unit prices would be inequitable to either the Owner or the Construction Manager, the Unit Prices shall be equitably adjusted);
 - .2 A mutually accepted, itemized lump sum;
 - .3 Time and materials.

Construction Manager's fee shall be proportionately increased in all Change Orders that increase the Guaranteed Maximum Price, but shall not be proportionately decreased by a Change Order that decreases the Guaranteed Maximum Price. If the parties cannot agree on the price term of a Change Order, then the Change Order will be calculated on the basis of actual time and materials costs incurred. If at the Owner's request the Construction Manager incurs substantial costs or time

investigating a proposed change which is never ultimately made, the Guaranteed Maximum Cost and Contract Time shall be equitably adjusted.

- 9.3 Unknown Conditions. If in the performance of the Work, the Construction Manager finds latent, concealed or subsurface physical conditions which differ from the conditions the Construction Manager reasonably anticipated, or if physical conditions are materially different from those normally encountered and generally recognized as inherent in the kind of work provided for in this Contract, then the Guaranteed Maximum Price and/or the Date of Substantial Completion shall be equitably adjusted by Change Order within a reasonable time after the conditions are first observed.
- 9.4 Claims. For any claim for an increase in the Guaranteed Maximum Price and/or an extension in the date of Substantial Completion, the Construction Manager shall give the Owner written notice of the claim within 21 days after the Construction Manager first recognizes the condition giving rise to the claim. Except in an emergency, notice shall be given before proceeding with the Work. In any emergency affecting the safety of persons and/or property, the Construction Manager shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in Guaranteed Maximum Price and/or Date of Substantial Completion resulting from such claim shall be effectuated by Change Order.

ARTICLE 10 - INSURANCE AND BONDING

- 10.1 The Construction Manager's Insurance. The Construction Manager shall obtain and maintain insurance coverage for the following claims which may arise out of the performance of this Contract, whether resulting from the Construction Manager's operations or by the operations of any Subcontractor, anyone in the employ of any of them, or by an individual or entity for whose acts they may be liable:
- .1 workers' compensation, disability benefit and other employee benefit claims under acts applicable to the Work;
 - .2 under applicable employers liability law, bodily injury, occupational sickness, disease or death claims of the Construction Manager's employees;
 - .3 bodily injury, sickness, disease or death claims for damages to persons not employed by the Construction Manager;
 - .4 usual personal injury liability claims for damages directly or indirectly related to the person's employment by the Construction Manager or for damages to any other person;
 - .5 damage to or destruction of tangible property, including resulting loss of use, claims for property other than the work itself and other property insured by the Owner;
 - .6 bodily injury, death or property damage claims resulting from motor vehicle liability in the use, maintenance or ownership of any motor vehicle; and
 - .7 contractual liability claims involving the Construction Manager's indemnity obligations.

The Construction Manager's Commercial General and Automobile Liability Insurance shall be written for not less than the following limits of liability:

Commercial General Liability Insurance

| | |
|-------------------------------------|-------------|
| Each Occurrence Limit | \$1,000,000 |
| General Aggregate Limit | \$2,000,000 |
| Products/Completed Operations Agg. | \$2,000,000 |
| Personal & Advertising Injury Limit | \$1,000,000 |
| Fire Damage (any one fire) | \$ 100,000 |
| Medical Expenses, each person | \$ 10,000 |

Comprehensive Automobile Liability Insurance

| | |
|--------------------------------------|-------------|
| Combined Single Limit, each accident | \$1,000,000 |
|--------------------------------------|-------------|

or

| | |
|--------------------------------|-------------|
| Bodily Injury (per person) | \$1,000,000 |
| Bodily Injury (per accident) | \$1,000,000 |
| Property Damage (per accident) | \$1,000,000 |

Worker's Compensation & Employer's Liability

| | |
|---------------------------|--------------------------|
| Worker's Compensation | Statutory Limits |
| Employer's Liability | |
| Bodily Injury by Accident | \$ 500,000 each accident |
| Bodily Injury by Disease | \$ 500,000 policy limit |
| Bodily Injury by Disease | \$ 500,000 each employee |

Commercial Umbrella/Excess Liability

| | |
|-----------------|-------------|
| Each Occurrence | \$2,000,000 |
| Aggregate | \$2,000,000 |

Professional Liability

| | |
|-----------------|-------------|
| Each Occurrence | \$2,000,000 |
| Aggregate | \$2,000,000 |

Commercial General Liability Insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies and an Excess or Umbrella Liability policy. The policies shall contain a provision that coverage will not be canceled or not renewed until at least thirty (30) days' prior written notice has been given to the Owner. Certificates of insurance showing required coverage to be in force shall be provided to the Owner prior to commencement of the Work. The Owner shall be named as an additional insured on all policies except the Workman's Compensation and Employer's Policies. The Construction Manager's Policy shall be primary to the Owner's insurance coverages which shall be considered excess only.

Products and Completed Operations insurance shall be maintained for a minimum period of at least 1 year(s) after the date of Substantial Completion.

10.2 The Owner's Insurance: The Owner shall obtain and maintain property insurance in a form reasonably acceptable to the Construction Manager upon the entire Project for the full cost of replacement at the time of any loss. This insurance shall include as named insureds the Owner, Construction Manager, Engineer, Subcontractors and Subsubcontractors. This insurance shall insure against loss from the perils of fire and extended coverage, and shall include "all risk" insurance for physical loss or damage including without duplication of coverage, at least: theft, vandalism, malicious mischief, transit, collapse, falsework, temporary buildings, debris removal, flood, earthquake, testing, and damage resulting from defective design, workmanship or material. The Owner shall increase limits of coverage, if necessary, to reflect estimated replacement cost. The Owner shall be responsible for any co-insurance penalties or deductibles. If the Owner occupies or uses a portion of the Project prior to its Substantial Completion, such occupancy or use shall not commence prior to a time mutually agreed to by the Owner and the Construction Manager and to which the insurance company or companies providing the property insurance have consented by endorsing the policy or policies. This insurance shall not be canceled or lapsed on account of partial occupancy. Consent of the Construction Manager to such early occupancy or use shall not be unreasonably withheld. Upon the Construction Manager's request, the Owner shall provide the Construction Manager with a copy of all policies before an exposure to loss may occur. Copies of any subsequent endorsements shall be furnished to the Construction Manager. The Construction Manager shall be given thirty (30) days' notice of cancellation, non-renewal, or any endorsements restricting or reducing coverage. The Owner shall give written notice to the Construction Manager before commencement of the Work if the Owner will not be obtaining property insurance. In that case, the Construction Manager may obtain insurance in order to protect its interest in the Work as well as the interest of the Engineer, Subcontractors and Subsubcontractors in the Work. The Guaranteed Maximum Price shall be increased by the cost of this insurance through Change Order. If the Construction Manager is damaged by failure of the Owner to purchase or maintain property insurance or to so notify the Construction Manager, the Owner shall bear all reasonable costs incurred by the Construction Manager arising from the damage. All or part of the coverage may be provided by the Owner through an intergovernmental risk insurance pool.

10.3 Property Insurance Loss Adjustment. Any insured loss shall be adjusted with the Owner and the Construction Manager and made payable to the Owner and Construction Manager as trustees for the insureds, as their interests may appear, subject to any applicable mortgagee clause. Upon the occurrence of an insured loss,

monies received will be deposited in a separate account and the trustees shall make distribution in accordance with the agreement of the parties in interest, or in the absence of such agreement, in accordance with the dispute resolution provisions of this Contract. If the trustees are unable to agree between themselves on the settlement of the loss, such dispute shall also be submitted for resolution pursuant to the dispute resolution provisions of this Contract.

- 10.4 Waiver of Subrogation. The Owner and Construction Manager waive all rights against each other, the Engineer, and any of their respective employees, agents, consultants, Subcontractors and Subsubcontractors, for damages caused by risks covered by insurance provided in Paragraph 10.2 to the extent they are covered by that insurance, except such rights as they may have to the proceeds of such insurance held by the Owner and Construction Manager as trustees. The Construction Manager shall require similar waivers from all Subcontractors, and shall require each of them to include similar waivers in their subsubcontracts and consulting agreements. The Owner waives subrogation against the Construction Manager, Engineer, Subcontractors and Subsubcontractors on all property and consequential loss policies carried by the Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion. If the policies of insurance referred to in this Paragraph require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed.
- 10.5 Bonds. No Performance of Payment Bonds will be provided on this project unless specifically requested by the Owner. Construction Manager will be allowed to adjust GMP accordingly to provide requested bonds.

ARTICLE 11 - TERMINATION

- 11.1 By the Construction Manager. Upon seven (7) days' written notice to the Owner, the Construction Manager may terminate this Contract for any of the following reasons:
- .1 if the Work has been stopped for a thirty (30) day period;
 - a. under court order or order of other governmental authorities having jurisdiction;
 - b. as a result of the declaration of a national emergency or other governmental act during which, through no act or fault of the Construction Manager, materials are not available; or
 - c. because of the Owner's failure to pay the Construction Manager in accordance with this Agreement;
 - .2 if the Work is suspended by the Owner for sixty (60) days;
 - .3 if the Owner materially delays the Construction Manager in the performance of the Work without agreeing to an appropriate Change Order;
 - .4 if the Owner otherwise materially breaches this Contract; or

- .5 if the Owner fails to furnish reasonable evidence that sufficient funds are available and committed for the entire cost of the Project in accordance with Section 6.3 of this Contract.

Upon termination by the Construction Manager in accordance with this paragraph, the Construction Manager shall be entitled to recover from the Owner payment for all Work executed and for any proven loss, cost or expense in connection with the Work, plus all demobilization costs and reasonable damages. In addition, the Construction Manager shall be paid an amount calculated as set forth in paragraph 11.3.

- 11.2 By the Owner for Cause. If the Construction Manager persistently fails to perform any of its obligations under this Contract, the Owner may, after seven (7) days' written notice, during which period the Construction Manager fails to perform or to begin to perform such obligation, undertake to perform such obligations itself. The Contract Price shall be reduced by the cost to the Owner of performing such obligations. Upon seven (7) days' written notice to the Construction Manager and the Construction Manager's surety, if any, the Owner may terminate this Contract for any of the following reasons:

- .1 if the Construction Manager persistently utilizes improper materials and/or inadequately skilled workers;
- .2 if the Construction Manager does not make proper payment to laborers, material suppliers or subcontractors and refuses or fails to rectify same;
- .3 if the Construction Manager persistently fails to abide by the orders, regulations, rules, ordinances or laws of governmental authorities having jurisdiction; or
- .4 if the Construction Manager otherwise materially breaches this Contract.

If the Construction Manager fails to cure within the seven (7) days, the Owner, without prejudice to any other right or remedy, may take possession of the site and complete the Work utilizing any reasonable means. In this event, the Construction Manager shall not have a right to further payment until the Work is completed. If the Construction Manager files a petition under the Bankruptcy Code, this Contract shall terminate if the Construction Manager or the Construction Manager's trustee rejects the Agreement or, if there has been a default, the Construction Manager is unable to give adequate assurance that the Construction Manager will perform as required by this Contract or otherwise is unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code. In the event the Owner exercises its rights under this paragraph, upon the request of the Construction Manager, the Owner shall provide a detailed accounting of the costs incurred by the Owner.

- 11.3 Termination by the Owner Without Cause. If the Owner terminates this Contract other than as set forth in Paragraph 11.2, the Owner shall pay the Construction Manager for the Cost of all Work executed and for any proven loss, cost or expense in connection with the Work, plus all demobilization costs. In addition, the Construction Manager shall be paid an amount calculated as set forth below:

- .1 If the Owner terminates this Contract prior to commencement of the construction, the Construction Manager shall be paid 5% of the Guaranteed Maximum Price.
 - .2 If the Owner terminates this Contract after commencement of the construction, the Construction Manager shall be paid 5% of the remaining balance of the Guaranteed Maximum Price.
 - .3 The Owner shall also pay to the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment retained. The Owner shall assume and become liable for obligations, commitments and unsettled claims that the Construction Manager has previously undertaken or incurred in good faith in connection with the Work or as a result of the termination of this Contract. As a condition of receiving the payments provided under this Article 11, the Construction Manager shall cooperate with the Owner by taking all steps necessary to accomplish the legal assignment of the Construction Manager's rights and benefits to the Owner, including the execution and delivery of required papers.
- 11.4 Suspension By The Owner For Convenience. The Owner for its convenience may order the Construction Manager in writing to suspend, delay or interrupt all or any part of the Work without cause for such period of time as the Owner may determine to be appropriate. Adjustments shall be made for increases in the Guaranteed Maximum Price and/or the date of Substantial Completion caused by suspension, delay or interruption. No adjustment shall be made if the Construction Manager is or otherwise would have been responsible for the suspension, delay or interruption of the Work, or if another provision of this Contract is applied to render an equipment adjustment.

ARTICLE 12 - DISPUTE RESOLUTION

- 12.1 Step Negotiations. The parties shall attempt in good faith to resolve all disputes promptly by negotiation, as follows. Either party may give the other party written notice of any dispute not resolved in the normal course of business. Management representatives of both parties one level above the Project personnel who have previously been involved in the dispute shall meet at a mutually acceptable time and place within ten (10) days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) days from the referral of the dispute to such management representatives, or if no meeting has taken place within fifteen (15) days after such referral, the dispute shall be referred to senior managers under the aforesaid procedure. If the matter has not been resolved by such senior managers, either party may initiate mediation as provided hereinafter. If a negotiator intends to be accompanied at a meeting by an attorney, the other negotiator shall be given at least three (3) working days' notice of such intention and may also be accompanied by an attorney. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and applicable state Rules of Evidence.
- 12.2 Mediation. In the event that any dispute arising out of or relating to this Contract is not resolved in accordance with the procedures provided in Section 12.1, such



dispute may be submitted to mediation with American Arbitration Association ("AAA") or JAMS/Endispute, Inc. If the mediation process has not resolved the dispute within thirty (30) days of the submission of the matter to mediation, or such longer period as the parties may agree to, the dispute shall be decided by arbitration as set forth below.

12.3 Arbitration. Deleted.

12.4 Continued Performance of the Work. In the event of any dispute, the Construction Manager shall continue to perform the Work and maintain its progress pending final determination of the dispute, provided the Owner places a sum equal to 150% of the amount in dispute in an escrow account, reasonably satisfactory to both parties, which specifies that the escrow agent shall distribute the escrow sum between the parties in accordance with any agreement, arbitration award or court judgment entered resolving the dispute.

ARTICLE 13 - LIQUIDATION AND LIMITATION OF LIABILITY

13.1 Late Completion. In the event that the Work is not Substantially Complete by the date set forth in this Contract, then promptly after receiving Final Payment, the Construction Manager shall pay to the Owner as liquidated damages a sum equal to \$0.00 for each day (up to 30 days) that the Work is late in reaching Substantial Completion. Monies for Late Completion will be taken from any shared savings appreciated during the course of work and will only be due upon completion of the entire project.

13.2 Early Completion. If the Work is Substantially Complete earlier than the date of Substantial Completion set forth in this Contract, then at the time of making Final Payment, the Owner will pay an additional sum to the Construction Manager as a bonus for early completion equal to \$0.00 for each day (up to 30 days) that the Work is early in reaching Substantial Completion. Monies for Early Completion are not included in the Guaranteed Maximum Price.

13.3 Limitation of Liability. The Owner acknowledges that the Construction Manager is a limited liability company and agrees that any claim made by the Owner arising out of or pertaining to this Contract shall be made against only the Construction Manager and not against any director, officer, or employee of the Construction Manager or any other company affiliated with the Construction Manager. The Owner and persons claiming through the Owner agree to limit the liability of the Construction Manager for all claims arising out of or resulting from the performance of services under this Contract to an amount equal to the Construction Manager's Fee.

13.4 Consequential Damages. Notwithstanding anything to the contrary in this Contract, in no event shall the Construction Manager or any of its Subcontractors be liable for consequential loss or damage, including but not limited to loss of use or profits, and the Owner hereby releases the Construction Manager and its Subcontractors and the Owner from any such liability.

13.5 Exclusive Remedies. Deleted.

ARTICLE 14 - MISCELLANEOUS

- 14.1 Project Sign. The Owner agrees that the Construction Manager and Engineer will be properly identified and will be given appropriate credit on all signs, press releases and other forms of publicity for the Project. Owner will permit the Construction Manager and Engineer to photograph and make other reasonable use of the Project for promotional purposes.
- 14.2 Notices. Notices to the parties shall be given at the addresses shown on the cover page of this Contract by mail, fax or any other reasonable means.
- 14.3 Integration. This Contract is solely for the benefit of the parties, and no one is intended to be a third party beneficiary hereto. This Contract represents the entire and integrated agreement between the parties, and supersedes all prior negotiations, representations or agreements, either written or oral.
- 14.4 Governing Law. This Contract shall be governed by the laws of the State of Illinois.
- 14.5 Severability. The partial or complete invalidity of any one or more provisions of this Contract shall not affect the validity or continuing force and effect of any other provision.
- 14.6 Assignment. Neither party to this Contract shall assign the Contract as a whole without written consent of the other, except that the Owner may collaterally assign this Contract to a lender if required to secure financing for this Project.
- 14.7 Existing Contract Documents. A list of the Plans, Specifications and Addenda in existence at the time of execution of this Contract is attached as an exhibit to this Contract.

OWNER:

Village of Carol Stream
500 North Gary Avenue
Carol Stream, IL 60188

By: _____
Its: _____

Dated: _____

CONSTRUCTION MANAGER:

Burke, LLC
9575 West Higgins Road, Suite 600
Rosemont, Illinois 60018

By: _____
Its: Principal

Dated: _____

By: _____
Its: Principal

Dated: _____

ORDINANCE NO. _____

H-1 6-20-11

**AN ORDINANCE APPROVING A TEXT AMENDMENT TO THE ZONING CODE TO
CREATE A NEW §16-12-1(F)
(DONATION BOXES)**

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

SECTION 1: That Chapter 16, Article 12, Section 1 of the Carol Stream Zoning Code is hereby amended to add the following language pertaining to Donation Drop Boxes:

§16-12-1 ACCESSORY BUILDINGS, STRUCTURES AND USES.

(F) *Donation drop boxes.* Are permitted as accessory structures in the B-1, B-2 and B-3 Zoning Districts or on properties primarily occupied by an educational, religious, governmental or charitable use. The boxes shall only be placed with the property owner's permission and on properties that contain an existing and operating permitted or special use. Donation drop boxes shall be further regulated as follows:

(1) No more than two donation drop boxes are allowed on a zoning lot less than two acres in size. No more than three boxes are allowed on a zoning lot equal to or greater than two acres in size.

(2) All donation drop boxes on any given lot shall be located adjacent to one another.

(3) Each box shall not exceed seven feet in height and twenty-five square feet in ground area.

(4) Boxes shall be located on an asphalt or concrete paved surface.

(5) Boxes shall not be located in a driveway or drive aisle, and shall not reduce the width of paved clear space for the passage of pedestrians to less than five feet. Boxes shall not be located in such a way as to disrupt the flow of vehicular or pedestrian traffic.

(6) Boxes shall not be located nearer than 40 feet from an adjoining lot in a residential zoning district.

(7) Boxes shall not be located nearer than 20 feet from the right-of-way line of any street other than Gary Avenue or North Avenue.

(8) Boxes shall not be located nearer than 30 feet from the right-of-way line of Gary Avenue or North Avenue.

(9) Boxes shall not be located nearer than five feet from a fire hydrant or fire protection system connection.

(10) Boxes shall not occupy or otherwise inhibit the use of any parking spaces required to meet the parking space requirements for the uses on the property.

(11) Signage on a donation drop box must pertain only to the owner/operator of that box.

(12) Donation drop boxes are permitted to be located within the Gary Avenue or North Avenue Corridors, and are not subject to the review and approval procedures specified in §16-5-6(N). However, donation drop boxes located within the Gary Avenue or North Avenue Corridors shall be located so as not to be visible from any public ways, or shall be screened from view so as not to be visible from public ways with materials identical to or strongly similar to building materials or by heavy landscaping that will be effective in winter.

(13) A notice must be permanently affixed to each box in a highly visible location prohibiting the placement of items outside of the box. The name and 24-hour telephone number of the owner/ operator must be permanently affixed to each box.

SECTION 2: This Ordinance shall be in full force and effect immediately upon its passage, approval and publication as provided by law.

PASSED AND APPROVED THIS 20th DAY OF JUNE 2011.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

RESOLUTION NO. _____

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

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

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

WHEREAS, it has been determined by the Mayor and Board of Trustees of the Village of Carol Stream to 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", now owned by the Village of Carol Stream, is no longer useful and authorize its disposal per the attached memorandum dated June 15, 2011.

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 20th DAY OF JUNE 2011.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

EXHIBIT "A"

Village of Carol Stream

Interdepartmental Memo

TO: Joe Breinig, Village Manager

REVIEWED AND

APPROVED BY: Kevin Orr, Chief of Police

FROM: Deputy Chief Jerry O'Brien



DATE: June 15, 2011

RE: *The Police Department requests that the Village Board declare the following items as surplus equipment. This equipment will be traded in for new equipment, disposed of, or auctioned on Property Room.com.*

The following equipment has exceeded its useful service life. The police department requests these items be declared surplus by the Village Board so they may be traded in for new equipment, disposed of, or sold on Property Room.com.

| <u>Item</u> | <u>Serial #</u> |
|--------------------------------------|-----------------|
| Panasonic Omnimovie VHS Video camera | G9VA10500 |
| Panasonic adapter for Video Camera | F9DA26053 |
| Minolta SRT201 35mm film camera | 1681335 |
| Minolta SRT201 35mm film camera | 1301764 |
| Polaroid Spectra AF camera | K6GHSDB4UHBE |
| Sony Digital Mavica (broken) | 211079 |
| Nikon 6006 35mm camera | 3191525 |
| Nikon 6006 35mm camera | 3047112 |
| Polaroid Close Up Stand Model 7500 | DNA |
| Nikon N60 35mm camera | 2437227 |
| Nikon N60 35mm camera | 2195511 |
| Motorola Radius GM300 radio | 159TUJH906 |
| Motorola Radius GM300 radio | 159TTN9811 |
| Motorola Radius GM300 radio | 159TXED092 |
| Motorola Radius GM300 radio | 159TWG1039 |
| Motorola Radius GM300 radio | 159TWG1041 |
| Motorola Radius GM300 radio | 159TTN9832 |
| Motorola Radius GM300 radio | 159TXED160 |
| Motorola Radius GM300 radio | 159TWG1089 |
| Motorola Radius GM300 radio | 159TXED095 |
| Motorola Radius GM300 radio | 159TXED159 |
| Motorola Radius GM300 radio | 159TWG1091 |
| Motorola Radius GM300 radio | 159TXED090 |
| Motorola Radius GM300 radio | 159TWG1092 |
| Motorola Radius GM300 radio | 159TZL1821 |
| Motorola Radius GM300 radio | 159TZL1821 |

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA)
BETWEEN THE COUNTY OF DUPAGE, ILLINOIS, VILLAGE OF CAROL STREAM,
ILLINOIS AND THE CAROL STREAM PARK DISTRICT FOR THE DESIGN OF
VARIOUS PUBLIC IMPROVEMENTS**

WHEREAS, the Mayor and Board of Trustees of the Village of Carol Stream have determined that it is in the best interest of the Village to enter into an Agreement with in the form of an Agreement attached hereto as Exhibit "A", and by this reference incorporated herein.

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, in the appropriate form, attached hereto as Exhibit "A" and as approved by the Village Attorney.

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

PASSED AND APPROVED THIS 20TH DAY OF JUNE 2011.

AYES:

NAYS:

ABSENT:


Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Assistant Village Manager

FROM: James T. Knudsen, Director of Engineering Services 

DATE: June 16, 2011

RE: Armstrong Park – Klein Creek Flood Control Project – Intergovernmental Agreement (IGA) with DuPage County and the Carol Stream Park District

On January 11, 2011 the DuPage County Board approved the Klein Creek Watershed Study and Flood Control Plan, Addendum No. 2 which identified a flood control project to be designed and constructed in Armstrong Park. Previously their Board approved a \$69M bond issuance to fund various public improvements projects throughout DuPage County including this project. During this same time period the Carol Stream Park District was in the process of identifying improvements to make in Armstrong Park.

Numerous meetings were held to address issues concerning the coordination of the two projects as well as the contributions to be made by the County, Park District and Village. Attached is the resulting IGA that defines the responsibilities of each agency. The main responsibilities for each governmental entity are as follows:

DuPage County

1. The County shall perform and fund all necessary preliminary site investigations, designs, construction, inspection and management of a pump storage facility consisting of two basins, a small intake pond and a larger storage reservoir, lift station and storm sewer connecting the two basins and a siphon relief sewer to evacuate the storage reservoir which will cross under Arrowhead Trail and proceed south down Indianwood Drive to Klein Creek.
2. The County will design and construct the basin with additional storage capacity intended to accommodate additional stormwater runoff from Park District recreational projects. The construction of such additional storage would be at the Park District's expense.
3. The County will be responsible for the demolition of the Aldrin Center and other ancillary buildings.
4. They will protect the Gretna Station, roller blade rink, sand volleyball court and 3 ball fields from construction damage.
5. DuPage County will resurface any damage that occurs to the parking lot.
6. They will replace trees lost or damaged due to construction.
7. The County will install a walking path where the existing path had to be removed.
8. DuPage County will be responsible for the operation and maintenance of the flood control facility.

Carol Stream Park District

1. The Park District will allow the County to use Armstrong Park for the construction of the flood control project through the use of storm water, access and construction easements.
2. They will be responsible for paving the paths.
3. The District will also be financially responsible for the construction of additional flood plain compensatory and runoff storage for Park District improvements.

Village of Carol Stream

1. The Village will donate approximately 14.75 acres of property to the Park District.
2. We will also provide the necessary trees for planting from available stock.
3. The Village will restore the asphalt roadways damaged during construction.
4. The Village will be responsible for restoration costs for Phase I work, e.g. repair of soil boring holes or pavement cores.

The IGA also includes a provision where the Village and Park District and County all must approve the final project plans in writing prior to the County bidding and constructing the project. Although the Village doesn't anticipate any problems with the design it does provide us and the Park District with protection from design changes that could impact us.

Engineering and Administration as well as the Village Attorney have reviewed the IGA and found it acceptable. Therefore, we recommend the Village Board approve the IGA between the County, Village and Park District for the design of various public improvements.

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



ROBERT B. BERLIN
STATE'S ATTORNEY
DU PAGE COUNTY, ILLINOIS

June 16, 2011

Via Hand Delivery

Village of Carol Stream
Engineering Services Department
500 North Gary Avenue
Carol Stream, IL 60188
Attn: Jim Knudsen, Director

Re: Intergovernmental Agreement between Village of Carol Stream, Carol Stream Park District and County of DuPage for the Armstrong Park Flood Control Project

Dear Mr. Knudsen,

Enclosed please find three duplicate original sets of the above-referenced intergovernmental agreement. It is my understanding that the Village Council will take this matter up on June 20th. Following the Village's approval, and execution of all three sets by the Village Mayor and Clerk, please forward all three executed sets to the Carol Stream Park District's offices.

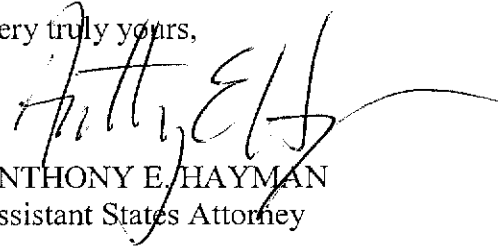
Following the Park District's anticipated approval on June 27th, Park District staff should have all three sets executed by its designated officials and then returned to the undersigned. The next day, on June 28th, the DuPage County Board will take up the matter.

Copies of the IGA, with black and white photocopies of the exhibits, are being mailed to the parties' legal counsels and selected representatives.

Village of Carol Stream
Engineering Services Department
Attn: Jim Knudsen, Director
June 16, 2011
Page 2

If you have any questions, please feel free to call.

Very truly yours,

A handwritten signature in black ink, appearing to read "Anthony E. Hayman", with a long horizontal flourish extending to the right.

ANTHONY E. HAYMAN
Assistant States Attorney

AEH:na

Enclosures

Cc: John Wyeth, Esq. (w/ encl.)
Jason Guisinger, Esq. & James Rhodes (w/ encl.)
Arnie Biondo (w/ encl.)
Sarah Ruthko (w/ encl.)

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INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DUPAGE, ILLINOIS,
THE VILLAGE OF CAROL STREAM, ILLINOIS AND THE
CAROL STREAM PARK DISTRICT FOR THE
DESIGN OF VARIOUS PUBLIC IMPROVEMENTS

THIS INTERGOVERNMENTAL AGREEMENT made and entered into this ___ day of _____ 2011, between the Village of Carol Stream, Illinois, a municipal community (hereinafter referred to as the "Village") with offices at 500 Gary Avenue, Carol Stream, Illinois 60188, the Carol Stream Park District, an Illinois municipal corporation (hereinafter referred to as the "Park District") with offices at 391 Illini Drive, Carol Stream, Illinois 60188, and the County of DuPage, a body politic and corporate (hereinafter referred to as the "County") with offices at 421 North County Farm Road, Wheaton, Illinois 60187.

RECITALS

WHEREAS, the County of DuPage ("County") under authority granted by the Illinois General Assembly, (55 ILCS 5/5-1062 and 5/5-15001, *et seq.*), is authorized to acquire land, construct improvements and enter into contracts for the purpose of providing flood control and stormwater management; and

WHEREAS, the Village of Carol Stream ("Village") under authority granted by the Illinois General Assembly, (65 ILCS 5/11-110-1 and 5/11-112-6), is authorized to acquire land, construct improvements and enter into contracts for the purpose of providing flood control and stormwater management; and

WHEREAS, the Carol Stream Park District ("Park District") is a duly organized and existing body politic and corporate governed by the provisions of the Illinois Park Code (70 ILCS 1205/1-1, *et seq.*) and is authorized thereby to maintain and operate recreation facilities; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and 5 ILCS 220/1 *et seq.* authorize units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law, to use their credit, revenues and other reserves to pay costs and to service debt related to intergovernmental activities; and

WHEREAS, the Village, the Park District and the County, (collectively the "Parties" and "Party" in the singular), are public agencies as that term is defined in the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*); and

WHEREAS, the purpose of the Intergovernmental Cooperation Act and Article 7, Section 10, of the Constitution of the State of Illinois includes fostering cooperation among units of local government in planning and providing services to their constituents; and

WHEREAS, the Klein Creek Watershed Study and Flood Control Plan Addendum No. 2 ("Klein Creek Study") recommends various projects to be undertaken within the Klein Creek Watershed to provide stormwater management and flood control benefits to areas of the Village of Carol Stream and unincorporated DuPage County located within the Klein Creek Watershed including, specifically: 1) the creation of a pump storage facility at Armstrong Park; 2) creation of a siphon relief sewer to evacuate the Armstrong Park pump storage facility; 3) increased compensatory storage capacity at Armstrong Park; and 4) localized drainage improvements in and about Armstrong Park; and

WHEREAS, the Village and Park District have reviewed the Klein Creek Study and have determined that the implementation of certain recommendations and construction of several improvements, described more fully in this Intergovernmental Agreement ("Agreement") as the "Project", would be in the best interests of those governmental units and their residents; and

WHEREAS, the Parties have determined that due to engineering considerations, the Project's improvements would need to be located, in part, on two parcels currently owned by the Park District, and in part of a parcel owned by the Village, which parcels ("Project Parcels") are identified herein in this Agreement; and

WHEREAS, the Parties recognize that in order for the Project to be constructed, and for the County's long-term operation of certain Project improvements, it will be necessary to grant permanent and temporary easements on the aforementioned Project Parcels to the County; and

WHEREAS, the Park District desires to improve and expand recreational facilities on its property, to wit, Armstrong Park, and recognizes that the Park District's planned recreational improvements at Armstrong Park can be coordinated with the proposed Project work and, moreover, that the Park District can realize cost-savings by integrating the Parties' proposed projects; and

WHEREAS, as additional compensation to the Park District for the use of its parcels as herein described the Village shall transfer, in part, a Village-owned parcel ("Village Parcel"), comprising 16.381081 acres in area and legally identified herein, to the Park District and, thereafter, the Park District shall dedicate back to the Village, land as road right-of-way, 1.63 acres of the Village Parcel; and

WHEREAS, the construction of the Project's improvements at Armstrong Park will enhance recreational opportunities for area residents by virtue of certain Project attributes and features; and

WHEREAS, the Project also includes County-directed work that will occur within the Village and on Village property and rights-of-way different from the property identified herein as the Project Parcels including primarily the installation of a siphon sewer crossing under Arrowhead Trail and then running southerly within the Indianwood Drive right-of-way; and

WHEREAS, the County shall undertake the design of the Project, the final design and specifications being subject to the Park District's and Village's reviews and comments; and

WHEREAS, following the Park District's and Village's written approval of the Project plans, the Parties shall make the property transfers and easement grants described herein by such grants and deeds as attached hereto as exhibits to this Agreement; and

WHEREAS, following the required property transfers and easement grants, the County shall then commence implementing the Project including undertaking all necessary steps for the Project's permitting, public bidding, construction, construction management and post-Project maintenance activities; and

WHEREAS, the Parties shall cooperate with the design, permitting, construction timing and site restoration related to the Project; and

WHEREAS following the Project's construction, the Parties have further agreed upon their respective long-term maintenance and operational responsibilities relative to the Project's components, including several recreational improvements constructed within said Project's easements, as described in this Agreement.

NOW, THEREFORE, for and in consideration of the benefits to be derived from the Project the sufficiency of which is hereby acknowledged, the parties hereto agree to the following terms and conditions:

1.0 INCORPORATION AND CONSTRUCTION.

- 1.1 The recitals set forth above are incorporated herein by reference and made a part thereof, the same constituting the factual basis for this transaction.
- 1.2 The exhibits attached hereto and, or, referenced herein, shall be incorporated into this Agreement.
- 1.3 The County, Village and Park District shall collectively be referred to herein as the "Parties," and individually as a "Party."

2.0 PROJECT DESCRIPTION

- 2.1 The Klein Creek Watershed Study and Flood Control Plan Addendum No. 2 ("Klein Creek Study"), previously adopted by the County as part of its West Branch DuPage River Interim Watershed Plan, recommends the construction of certain improvements within the Klein Creek Watershed to provide stormwater management and flood control benefits to areas of the Village of Carol Stream and unincorporated DuPage County located within the Klein Creek Watershed. More specifically, the Klein Creek Study calls for the construction of the following improvements: 1) the creation of a

pump storage facility at Armstrong Park consisting of two basins, a smaller intake pond and a larger storage reservoir; 2) the construction of a lift station and storm sewer connecting the two storage basins; and 3) the creation of a siphon relief sewer to evacuate an Armstrong Park storage facility, which siphon sewer will cross under Arrowhead Trail and then be installed running down the Indianwood Drive.

- 2.2 In addition to the work recommended by the Klein Creek Study, the Parties hereto have agreed, as additional consideration for the use of the Park District's land, that the County shall construct the storage reservoir basin with additional storage capacity intended to accommodate contemplated additional stormwater runoff from Park District recreational projects unrelated to the Klein Creek Study, if requested by the Park District, together with site restoration to improve the recreational use of the permanent easement area as described herein. The work described in this provision and Paragraph 2.1 shall be deemed part of the Armstrong Park-Klein Creek Flood Control Project ("Project"). A conceptual drawing generally depicting the intended improvements and configuration of the Project is attached hereto as Exhibit 1. The Project's construction and post-construction maintenance and operations shall be in accordance with the Klein Creek Study, which document is incorporated herein by reference but is not attached hereto due to its size. The Park District may identify recreational projects unrelated to the Klein Creek Study to be undertaken contemporaneous with the Project's construction phase, subject to the conditions set forth at Paragraph 4.1.4, below.
- 2.3 The Project shall be undertaken in three phases, with Phases II and III being contingent upon the successful completion of Phase I, as hereafter provided.
 - 2.3.1 In the event of any failed contingency identified for Phase I, the Party asserting the failed contingency shall give notice thereof to the other Parties. Upon such notice, each Party may waive a failed contingency or declare its intent to terminate this Agreement. Commencement of Phases II and III shall be expressly contingent upon the County, Village and Park District approving the final Project plans in writing after receipt and review of the final Project plans, as set forth in Paragraphs 3.1.2, 4.1.2 and 5.1.2, respectively.
 - 2.3.2 If each Party waives a failed contingency, Phases II and III shall proceed in the manner provided by this Agreement.
 - 2.3.3 In the event a Party wishes to terminate due to a failed contingency, the Parties shall be relieved of their respective obligations for Phases II and III, and any uncompleted obligations for Phase I. Each Party shall bear its own expenses related to the early termination of this Agreement excepting that the County shall be obligated to restore,

repair or remediate any disturbance to Park District or Village property caused by the County's preliminary site investigation.

2.4 The Project phases shall involve the following:

Phase I:

Phase I shall involve the County undertaking the necessary preliminary site investigations and Project design described in Paragraph 3.1.1, below. Phases II and III shall be contingent upon the preliminary site investigations being to the County's satisfaction. Phases II and III shall also be contingent upon the Village's and Park District's approval of the final Project design, plan drawings and specifications, (collectively the "Project plans"). As part of the Project plan development, the County shall prepare and tender to the Park District an engineer's cost estimates for constructing the pumped storage facilities with additional capacity (to be reserved for the Park District's proposed recreational projects), as described in Paragraph 2.2, above. The Park District shall promptly review and accept, or decline, the addition of storage capacity and, further, identify any other Park District work, unrelated to the Project's improvements, which may be undertaken by the County-hired contractor. Park District-requested improvements and work items shall be incorporated into the final Project plans, but shall be also subject to the conditions set forth at Paragraph 4.1.4, below. Upon completion of the Project plans, the County shall deliver said materials to the Park District and Village for their respective reviews. Those Parties shall have the right to review and comment as set forth in Paragraphs 4.1.2 and 5.1.2, respectively.

Phase II

Phase II shall commence only after the Phase I contingencies have been satisfied and, or, waived. The Village and Park District shall complete the requisite property transfers and, or, easements grants (Exhibits 3, 4 and 5). Following said transfers and grants, and following the necessary regulatory and permitting approvals, the County shall then commence the public bidding and procurement process and following the selection of a Project contractor(s), the County shall commence construction the Project's improvements. The County shall restore Park District property while the Village shall restore its road right-of-ways.

Phase III

Phase III shall commence after completion of the Project's construction work and the final regulatory approvals thereof. The County shall operate and maintain the pumped storage facilities and storm sewers constructed at Armstrong Park in accordance with the Klein Creek Study, any regulatory permits and approved plans. The Park District shall assume routine surface

maintenance responsibilities over the permanent easement areas, excepting such maintenance in those areas restored with native plantings.

- 2.5 The Village-owned property (Village Parcel), comprising 16.381081 acres, and which is legally described in Exhibit 6, shall be transferred by the Village to the Park District. Immediately thereafter, the Park District shall dedicate 1.63 acres of the Village Parcel back to the Village, as generally depicted in Exhibit 7, as Chippewa Trail, Niagara Street and Napa Street right-of-way. Said dedication shall be in accordance with the Plat of Dedication attached hereto as Exhibit 8. Moreover, the Park District shall grant to the Village a Stormwater Management and Conveyance Easement ("SWMCE") over the stormwater management facilities located on the Village Parcel, namely, a storage basin, storm sewer and drainage way. The SWMCE shall be in substantially the same form as attached hereto as Exhibit 9.
- 2.6 The legal descriptions for the easement plats, grants, plat of dedication and, or, deeds, contemplated herein shall be prepared by a County-hired, Illinois licensed land surveyor, except for the legal description stated in the SWMCE, (Exhibit 9), which shall be the Village's responsibility to provide. Such surveys and legal descriptions shall be provided to the Parties upon completion thereof which event shall be prior to the contemplated property transfers and, or, easement grants. The need to correct any legal description, at any time, shall not require a formal amendment to this Agreement and, or, its exhibits.

3.0 RESPONSIBILITIES OF THE COUNTY.

3.1 The County's Phase I responsibilities shall include:

- 3.1.1. The County may undertake, as it deems reasonable and prudent in its own discretion and at its sole expense, examinations and inspections of the Project Parcels, Access Parcel and Village road right-of-ways and such further Village or Park District-owned properties both adjacent to the Project Parcels and, or, on which any Project-related activity shall take place. Such examinations and inspections may include the County performing, through the use of consultants and contractors, environmental assessments, soil borings or testing, and surveying. All such examinations and inspections shall commence within forty-five (45) days of the Parties' execution of this Agreement and shall be completed diligently. Following completion, the County shall promptly provide any written reports or findings generated from such examinations and inspections to the other Parties. The County shall require all third-party vendors undertaking such examinations and, or, inspections of Village and, or, Park District properties to insure and indemnify the respective property owners from and against any claims arising from the vendor's entry onto each owners' properties. In the

event the County's examinations and inspections reveal any matter of concern which adversely affects the Project's estimated costs, cost-benefit analysis, design feasibility or indicates any potential environmental contamination, the County may, at its sole discretion, terminate this Agreement upon thirty (30) day notice to the Parties. In the event such examinations and inspections reveal no matters of concern adversely affecting the Project, the County shall give the other Parties notice of its intent to proceed with the Project as described herein.

3.1.2 The County shall be responsible for preparing the Project's design, plan drawings, cost estimates, specifications and bid documents for the Project work. Park District-requested improvements and work items shall be incorporated into the final Project plans. The County shall provide the Village and Park District, or their consultant(s), with the final Project plan sets, drawings and bid specifications, upon completion and at least thirty (30) days prior to the County's advertisement for public bids related to the Project. The Park District and Village shall have the specific right to review, comment and approve said plans as set forth in Paragraphs 4.1.2 and 5.1.2, below. The County shall bear all costs related to the design, plan and specification preparation. In the event the Park District, Village and County are unable to agree to proposed modifications to the final Project plans within twenty (20) days of the County's receipt of the other Parties' comments, the County shall have the right to terminate this Agreement, by way of written notice to the other Parties, for a failed Phase I contingency, as provided for in Paragraph 2.3.1, above.

3.2 The County's Phase II responsibilities shall include:

3.2.1 Subject to the other Parties' written acceptance of the Project plans pursuant to Paragraphs 4.1.2 and 5.1.2, and contingent upon the matters described in Paragraph 3.1.1, above, the County shall accept the Park District's grant of the Permanent Stormwater Easement (Exhibit 3), Permanent Access Easement (Exhibit 4) and Temporary Construction Easement (Exhibit 5).

3.2.2. Soliciting, collecting and awarding all public bids for the Project. Bid award(s) shall be in the County's discretion and in accordance with its procurement regulations. The County shall also award any contracts for professional services, including Project design, permit assistance and environmental review.

3.2.3. Securing and overseeing contractors, vendors and suppliers to perform the Project construction and consultants to perform construction

management and any other professional service the County deems necessary or prudent for the Project.

- 3.2.4. Securing all local, State, and Federal permits necessary for completion of the Project. The Village and County agree that the development of the Project components which implement the DuPage County Stormwater Management Plan, through the Klein Creek Study addendum thereto, are exempt from obtaining a Village stormwater permit. Notwithstanding, the County shall design those Project components to satisfy the applicable Village Stormwater Ordinance regulations. The remaining Project improvements and work, including specifically the development of recreational improvements for the Park District shall be required to obtain the appropriate stormwater permit. The County shall undertake all stormwater reviews and issue its own stormwater permit for all work depicted in the final Project plan, including any Park District incorporated into the final Project plans. The County shall not be required to conduct stormwater reviews of Park District projects initiated after the Parties' final Project plan approvals.
- 3.2.5. Construct, install and otherwise develop the Project improvements herein described. The County will demolish and clear the Aldrin Center building, and any remaining ancillary structures, from the easement areas. Subject to the Park District's written authorization, the storage reservoir shall be constructed to provide additional storage capacity of up to 13.3 acre-feet, which extra storage capacity shall be reserved to satisfy the storage requirements for the Park District's recreational projects at Armstrong Park. Prior to commencing any work, the County's contractor shall erect a security/safety fence, and post "No Construction Traffic" signage, around the historic train station located at the southern end of Armstrong Park, in a location situated between the Temporary Construction Easement and Permanent Stormwater Easement. The plans for securing and safeguarding said structure shall be identified in the final Project plans.
- 3.2.6. Making direct payments to all contractors, consultants and vendors providing services or materials related to this Project.
- 3.2.7. Restoring all areas of the Park District's property, including any easement areas created hereunder, which may become adversely affected by the Project work. Grading and landscaping disturbed during the Project's construction will be restored to the condition which existed thereon prior to the Project's commencement, or to such post-Project condition as depicted on any final plans approved by each Party for its respective property. Notwithstanding the forgoing, the restoration of the Park District's property shall specifically include the

following: 1) the north side of the storage facilities' berm (side facing the athletic fields) shall be restored with turf grass; 2) the parking lot utilized for construction and staging purposes shall be resurfaced and restriped; 3) the County shall install a walking path within the permanent easement areas with a stone base suitable for paving. The County shall only be required to restore trees damaged or removed by the Project's work with stock provided by the Village from its existing inventory. The locations of such plantings shall be outside of the permanent easement areas and in such locations as determined by the Park District and the delivery of such stock coordinated by the Parties. In addition to the foregoing, the Village and Park District may, at their respective election and expense, enter onto the Permanent Stormwater Easement and plant trees therein along the south and west property lines of the Park District's property, but outside of the storage basin and native vegetation planting areas. To the extent possible, the final Project plans will identify those trees which will definitely be removed during the Project and contain an agreed-upon planting plan showing the location for both replacement trees and the Village's supplemental tree plantings described in the preceding sentence.

- 3.2.8. Restoring all Village right-of-ways (ROW) along the siphon sewer route which become disturbed or adversely affected by the Project work, but subject to the Village bearing the expense for restoring the asphalt pavement for those road right-of-ways as set forth hereafter and in Paragraph 5.2.3, below. The County shall bear the full expense of relocating, restoring and replacing, as needed, all Village-owned utilities and improvements (including storm sewers, water mains, sanitary sewers, street lights, wiring, signs, sidewalks, parkway vegetation) located within the right-of-ways affected by the siphon sewer construction. ROW grading and landscaping disturbed during the Project's construction will be restored to the condition which existed thereon prior to the Project's commencement, or to such post-Project condition as depicted on any final plans approved by each Party for its respective property. The County shall also restore the Village roadways. The County shall be responsible for and bear the ROW restoration costs related to bedding, backfilling, porous granular embankments and aggregate stone base. The County's bid documents and contractor invoices shall contain segregate work items and materials related to asphalt pavement replacement from other work items and materials.
- 3.2.9. Providing the Village and Park District with final as-built drawings of the Project grading and improvements in a digital format acceptable to each Party.

3.2.10 The County's responsibilities stated in Paragraph 3.2, including all sub-paragraphs thereto, shall not be applicable to any Park District-ordered improvements or work items including, specifically, any improvements or work items located outside of the Project's easement areas, and, any Park District recreational projects unrelated to the Klein Creek Study.

3.3 The County's Phase III responsibilities shall include:

3.3.1. Within two (2) years of completion of the Project construction work the County shall prepare and submit an application for a Letter of Map Revision (LOMR) to the United States Federal Emergency Management Agency (FEMA) for the Klein Creek Watershed.

3.3.2. The County shall operate and maintain the pumped storage facilities, including the lift station and storm sewers constructed at Armstrong Park in accordance with the following: the Klein Creek Study, any regulatory permits specifically authorizing those improvements and the approved Project plans. The County's maintenance responsibilities shall specifically include any work, repairs, replacements, restoration or renovations related to any bank or berm erosion in the intake pond or storage reservoir, sub-surface improvements, the structural integrity and sound operation of the reservoir, intake pond, storm sewers, lift station and appurtenances thereto, and native plantings placed on both the interior slopes and rim of the reservoir and intake pond. The County shall also be responsible for any utility service necessary to operate and run the proposed lift station.

3.4 The County agrees to include the Village and Park District as additional insured on all policies required of the County-hired third parties (consultants and contractors) performing work on the Project. The minimum insurance coverage amounts, as stated in the bid specifications, shall be maintained in force at all times a County-hired third party is performing work on the Project. The County further agrees to have all County-hired third parties (consultants and contractors) performing work on the Project execute individual agreements with the Park District and Village agreeing to indemnify, defend and hold those Parties harmless from and against all claims of any sort arising out of the negligent or willful misconduct, errors or omissions by said County-hired third parties.

4.0 RESPONSIBILITIES OF THE PARK DISTRICT.

4.1 The Park District's Phase I responsibilities shall include:

4.1.1 The Park District hereby grants the County, including the County's employees, consultant(s) and contractor(s), permission to enter upon

Park District property at no cost to the County, for the purpose of undertaking the design work together with any pre-construction examinations and inspections undertaken in accordance with Paragraph 3.1.1, above. The Park District shall not be responsible for the means, methods, techniques, or procedures with respect to said examinations and inspections, nor for the safety of persons performing work on Park District property.

- 4.1.2. Upon receipt of the Project's final design, plan drawings and specifications the Park District shall undertake whatever review it deems prudent and necessary of said materials, at its own expense. Within fourteen (14) business days of receipt of the Project plans, the Park District shall provide written notice to County stating either: 1) that the Park District approves the Project plans and authorizes other Parties to proceed with Phase II, or 2) detailed comments setting forth how the Project plans are not consistent with the scope of the Project and, or, this Agreement. In the event the Park District issues review comments, the County shall thereafter revise or modify the Project plans or otherwise address the Park District's comments, as the County deems appropriate. In the event that the Park District, Village and County are unable to agree, in writing, on proposed modifications to the final Project plans within twenty (20) days of the County's receipt of the other Parties' comments, the Park District shall have the right to terminate this Agreement, by way of written notice to the other Parties, for a failed Phase I contingency, as provided for in Paragraph 2.3.1, above.
- 4.1.3. The Park District shall review the engineer's cost estimates for constructing the pumped storage facilities with additional capacity reserved for the Park District's proposed recreational projects. As part of its response to the County described in Paragraph 4.1.2, above, the Park District shall inform the County, in writing, whether or whether not the Park District accepts the costs related to constructing the requested additional storage capacity. The County's bid documents shall reflect the Park District's decision in this regard.
- 4.1.4. The Park District may identify recreational projects unrelated to the Klein Creek Study to be listed in the County's bid documents as separately bid work items/units designated as optional add-ons (or extras, or, "Items Ordered by Engineer" (IBOE)) and, or, subject to the following:
 - A) The Park District shall identify such work items/units and have all necessary designs, bid specifications and regulatory permit approvals completed and tendered to the County prior to the County's completion of the final Project plans. The County shall provide the

Park District reasonable notice of the progress of the plans development including ten (10) days notice of the last date for such submission.

B) The County will include any requested Park District improvement or work item into the Project's final bid documents but may structure the public bid such that the Park District-requested items do not affect the Project's final bid price.

C) The Park District may order the Project contractor to undertake any improvement or work item identified as an optional add-on, extra, or IOBE item/unit in the bid documents. Such request shall be made through the County. The Park District shall be solely responsible for the regulatory compliance, including associated costs, of any Park District improvement or work item.

D) The Park District shall be responsible for granting appropriate rights of entry onto Park District property to third parties undertaking Park District improvement or work item located, or occurring, outside of the Project's easement areas.

E) The Park District agrees to directly pay all contractors, consultants and vendors providing services, materials or work related to any Park District improvement or work item. The Park District shall provide proofs of payment for such charges to the County, in a timely manner, upon demand and shall secure the discharge or release of any lien against County monies stemming from or related to any Park District-ordered improvement or work item. This provision shall not affect or alter the method of payment for the additional reservoir storage capacity described in Paragraph 4.4, below, including its subparagraphs, and shall apply only to Park District improvements and work items.

F) The Park District shall defend, save, indemnify, keep and hold harmless the County and Village and all of their officers, elected officials, servants, agents and employees from all liabilities, damages, suits, costs and expenses in law or equity, including costs of suit, expenses for legal services and defenses and settlements and judgments that may at any time arise or be claimed by any person, including the agents, servants and employees of the County or Village, for personal injury, death or property damage or any and all other claims or suits of any nature whatsoever that may arise or result, directly or indirectly, from the negligent acts or omissions, or the intentional acts of the Park District, or the Project contractor while the contractor is engaged in Park District-ordered work occurring outside

of the easement areas, to the fullest extent the Park District is so authorized under law.

4.2 The Park District's Phase II responsibilities shall include:

- 4.2.1. Following its written approval of the Project plan, and upon receipt of the County's notice that the contingencies described in Paragraph 3.1.1, above, have been satisfactorily concluded, and further subject to the preparation of a survey or easement plat with legal descriptions, the Park District shall grant to the County two permanent easements (Stormwater Easement and Access Easement) and a temporary easement (Construction Easement) over several Park District parcels. The Access Easement shall be located on the parcel identified by Parcel Identification Number (PIN) 02-30-411-029. The Stormwater Easement shall be located on the parcel identified by PIN 02-30-400-004 and the Temporary Construction Easement shall be located on the parcels identified by the PINs 02-30-411-052 and 02-30-400-004. The above-described easement areas are generally depicted in Exhibit 2. Said grants shall be in substantially the same form as the grants attached hereto as Exhibits 3, 4 and 5. Said easement grants shall be executed by the authorized Park District officials and tendered to the County.
- 4.2.2. Prior to or immediately after granting the above-described easements, the Park District shall remove, at its sole expense, all OSLAD grant-funded recreational equipment and structures from the easement areas. The Park District shall also terminate all public utility accounts and services to all structures located within the easement areas, except to the extent the Parties specifically agree in the final Project plan that such utilities be left in place for the proposed pump station and future Park District projects. All utility charges and fees shall be paid by the Park District in full. Service lines, mains, pipes, sewers, cables, etc., shall be terminated, cut-off or severed outside of the easement areas. The County shall not be responsible for relocating all utilities on, across, over or under the easement areas.
- 4.2.3 Also prior to, or immediately after granting the above-described easements, the Park District shall remove all personal property from the building commonly known as the Aldrin Center, maintenance garage, shed and annex. The Park District may salvage, as it desires, any fixtures, recyclable materials, and mechanical elements from said building provided such salvaging does not cause that building to become structurally unsound or a fire hazard or a nuisance. Such work shall comply with the applicable Village building, property maintenance and fire safety codes.

4.2.4. Contemporaneous with granting the County the Permanent Stormwater Easement and Temporary Construction Easement the Park District shall close the historic train station (described in Paragraph 3.2.5, above) to public access and such facility shall remain closed until completion of all Project construction work and the County's use of the Temporary Construction Easement.

4.2.5. Following the Village's transfer of the Village Parcel to the Park District, the Park District shall promptly thereafter dedicate approximately 1.63 acres of said Village Parcel back to the Village as right of way by a Plat of Dedication in substantially the form as Exhibit 8 attached hereto. Further, the Park District shall grant the Village a storm water management and conveyance easement over the remaining approximately 14.75 acres of the Village Parcel in substantially the same form as the SWMCE grant attached hereto as Exhibit 9.

4.3. The Park District's Phase III responsibilities shall include:

4.3.1. Routine surface maintenance of the permanent easement areas such as, but not limited to, periodic mowing, weed control, liter removal, snow plowing and other acts normally attendant to property ownership. This provision is not intended to create any obligation on the part of the Park District relative to the maintenance of the pumped storage facilities or any appurtenances thereto, such as the siphon sewer or lift station. The Park District, though, shall not have maintenance responsibilities for those areas of the Stormwater Easement restored with native plantings.

4.3.2. The Park District may, at its discretion and expense, pave the walkway installed by the County within the Stormwater Easement area.

4.4. Contingent upon the Park District's request to have such additional work undertaken as part of this Project, the Park District agrees to contribute funding to the County to partially reimburse the County for the cost of constructing the pumped storage facilities with additional capacity reserved for the Park District's proposed recreational projects. The Park District shall remit payment to the County within forty-five (45) days of receipt of the County's invoice. The amount of the Park District's payment shall be determined as follows:

4.4.1 Prior to the completion of the final Project plans the Park District shall inform the County as to the amount of additional storage volume the Park District desires to have reserved for future Park District projects. The County shall then have the storage reservoir designed to accommodate the extra storage volume requested by the Park District

for future development at Armstrong Park, which volume shall not exceed 13.3 acre-feet of stormwater storage. The final Project plans shall identify the percentage of the storage reservoir's volume reserved for Park District use to the reservoir's total storage volume.

- 4.4.2 If said work is requested by the Park District, the County shall have Project bids separately state the cost of constructing the storage reservoir as a separate unit/work item designated "Storage Reservoir Construction." The County shall provide the Park District with the bid documents within one (1) business day of the bid award.
- 4.4.3 During the course of the Project's construction the County shall notify the Park District of any change orders, field orders, items ordered by engineer (IOBE), cost overruns, add-ons or other expenses that affect the charge the County pays for the "Storage Reservoir Construction" unit/work item. Nothing stated herein, though, is intended to limit or restrict the County's authority and discretion to award the contract or to subsequently modify, change, alter, adjust or add to the contract for the Project construction. The County and Park District shall proportionately share any cost increases and, or, reductions resulting from such Project changes, which charges or credits shall be included as part of the actual total charges paid by the County for this unit/work item.
- 4.4.4 After the completion of the Project, and after the County has paid all billed charges for the unit/work item "Storage Reservoir Construction," the County shall invoice the Park District for reimbursement of the costs of constructing the storage reservoir with additional capacity and reserving such capacity for the Park District's use. The Park District shall pay the County a percentage of the actual total charges paid by the County equal to the percentage of the storage reservoir's volume reserved for Park District use to the reservoir's total storage volume.

5.0 RESPONSIBILITIES OF THE VILLAGE.

5.1 The Village's Phase I responsibilities shall include:

- 5.1.1. The Village hereby grants the County, including the County's employees, consultant(s) and contractor(s), permission to enter upon Village property, ("Village Parcel"), including the Village road right-of-ways herein identified, at no cost to the County, for the purpose of undertaking the design work together with any pre-construction examinations and inspections undertaken in accordance with Paragraph 3.1.1, above. The Village shall not be responsible for the means, methods, techniques, or procedures with respect to said

examinations and inspections, nor for the safety of persons performing work on Village property.

5.1.2. Upon receipt of the Project's final design, plan drawings and specifications the Village shall undertake whatever review it deems prudent and necessary of said materials, at its own expense. Within fourteen (14) business days of receipt of the Project plans, the Village shall provide written notice to County stating either: 1) that the Village approves the Project plans and authorizes other Parties to proceed with Phase II, or 2) detailed comments setting forth how the Project plans are not consistent with the scope of the Project and, or, this Agreement. In the event the Village issues review comments, the County shall thereafter revise or modify the Project plans or otherwise address the Village's comments, as the County deems appropriate. In the event that the Park District, Village and County are unable to agree, in writing, on proposed modifications to the final Project plans within twenty (20) days of the County's receipt of the other Parties' comments, the Village shall have the right to terminate this Agreement, by way of written notice to the other Parties, for a failed Phase I contingency, as provided for in Paragraph 2.3.1, above.

5.2 The Village's Phase II responsibilities shall include:

5.2.1. Following its written approval of the Project plan, and upon receipt of the County's notice that the contingencies described in Paragraph 3.1.1, above, have been satisfactorily concluded, and further subject to the preparation of a survey or easement plat with legal descriptions, the Village shall transfer title of the Village Parcel to the Park District. The legal description of the Village Parcel (subject to confirmation by the County-hired surveyor) is stated on Exhibit 6, attached and incorporated hereto.

5.2.2. Upon the County's commencement of site restoration the Village shall provide replacement trees stock at a 1:1 ratio for each tree damaged or removed by the Project's work. The Village shall coordinate the delivery of such stock to the Project site with the Park District and County utilizing then available Village tree stock.

5.2.3. The Village shall bear the expense for restoring the asphalt pavement on the Village road right-of-ways along the siphon sewer route and shall reimburse the County for such expenses upon completion of the Project in the manner described in Paragraph 3.2.8, above.

5.3 The Village's Phase III responsibilities shall include:

5.3.1. The Village shall continue to operate and maintain the stormwater water management facilities located within the SWMCE on the Village Parcel in accordance with the terms of that easement (Exhibit 9).

5.3.2 The Village shall assume all maintenance and repair responsibilities for the Chippewa Trail, Niagara Street and Napa Street right-of-ways operating by statute, ordinance, regulation or common law, which are normally and customarily attendant to roadway jurisdictions.

5.4 As set forth in Paragraph 3.2.8, above, the County shall have its contractor(s) restore all Village right-of-ways (ROW) along the siphon sewer route subject to the Village bearing the expense for restoring the asphalt pavement for those ROW as set forth herein and in Paragraph 3.2.8, above. The County shall have Project bids separately state the cost for restoring the asphalt pavement for the siphon route ROW as a separate unit/work item. The County shall provide the Village with the bid documents together with any change orders, field orders, items ordered by engineer (IOBE), cost overruns, add-ons or other added expenses involving this work incurred, suffered or experienced during the Project. Upon completion of the siphon route ROW restoration work, and subject to the Village's inspection and confirmation of the satisfactory completion thereof, and after the County has paid all billed charges for the aforesaid unit/work item, the County shall invoice the Village for reimbursement of the costs of asphalt pavement restoration. The Village shall pay the County an amount equal to the actual total charges paid by the County for asphalt pavement restoration work.

6.0 PARTIES' JOINT REPOSNSIBILITIES.

6.1 Each Party agrees to cooperate with the other Parties to develop the Project in accord with the Klein Creek Study and terms of this Agreement. Whenever any Party (the First Party) requests any other Party (the Second Party) to review, comment or approve any matter related to the Project, or this Agreement, such review, comment or approval shall not be unreasonably withheld, delayed, conditioned or denied.

6.2 The Parties agree to bear their own financial, accounting, auditing, administrative and legal expenses relative to the property transfers, easement grants and easement vacations contemplated herein.

6.3 The Parties agree to waive, void or decline any permitting fees and charges that become applicable or due any Party to this Agreement on account of any Project activity or any act required by this Agreement.

7.0 MISCELLANEOUS TERMS OF AGREEMENT.

- 7.1 This Agreement may be amended or modified only by written instrument duly adopted and signed by the County, Village and Park District.
- 7.2 In the event that any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which will remain in full force and effect and shall be enforceable in accordance with its term.
- 7.3 No party shall be liable for any delay or non-performance of their obligations caused by any contingency beyond their control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, fires or natural disasters.
- 7.4 This Agreement, including matters incorporated herein, contains the entire agreement between the parties. There are no other covenants, warranties, representations, promises, conditions or understandings, either oral or written, other than those contained herein.
- 7.5 Each party may assign its obligations under this Agreement provided, however, that the other parties shall first approve such assignment, in writing.
- 7.6 Any notices required by this Agreement shall be mailed to:

To the VILLAGE:

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

To the COUNTY:

County of DuPage
Division of Stormwater Management
421 N. County Farm Road
Wheaton, Illinois 60187
Attn: Director Stormwater Management

To the PARK DISTRICT

Carol Stream Park District
391 Illini Drive
Carol Stream, Illinois 60188
Attn: Arnie Biondo, Executive Director

- 7.7 All notices required to be given under the terms of this Agreement shall be in writing and either (a) served personally during regular business hours; (b)

served by facsimile transmission during regular business hours; or (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid. Notices served personally or by facsimile transmission shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this Paragraph,

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

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

COUNTY OF DUPAGE

VILLAGE OF CAROL STREAM

By: _____
Dan Cronin, Chairman
DuPage County Board

By: _____
Mayor

ATTEST:

ATTEST:

By: _____
Name: Gary A. King
Title : County Clerk

By: _____
Name:

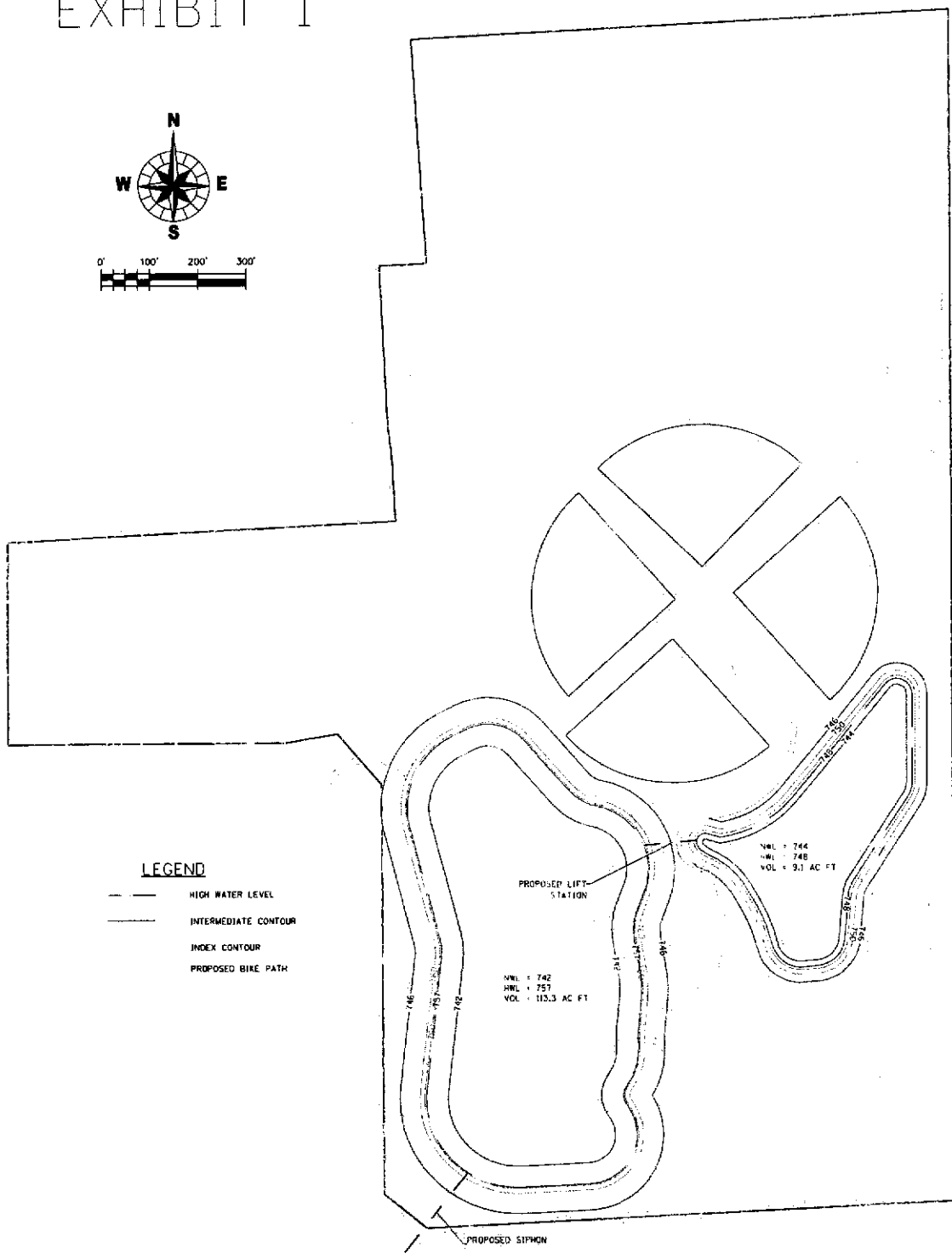
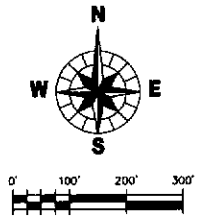
CAROL STREAM PARK DISTRICT

By: _____
Name:
Title:

ATTEST:

By: _____
Name:
Title:

ARMSTRONG PARK CONCEPT PLAN EXHIBIT 1



LEGEND

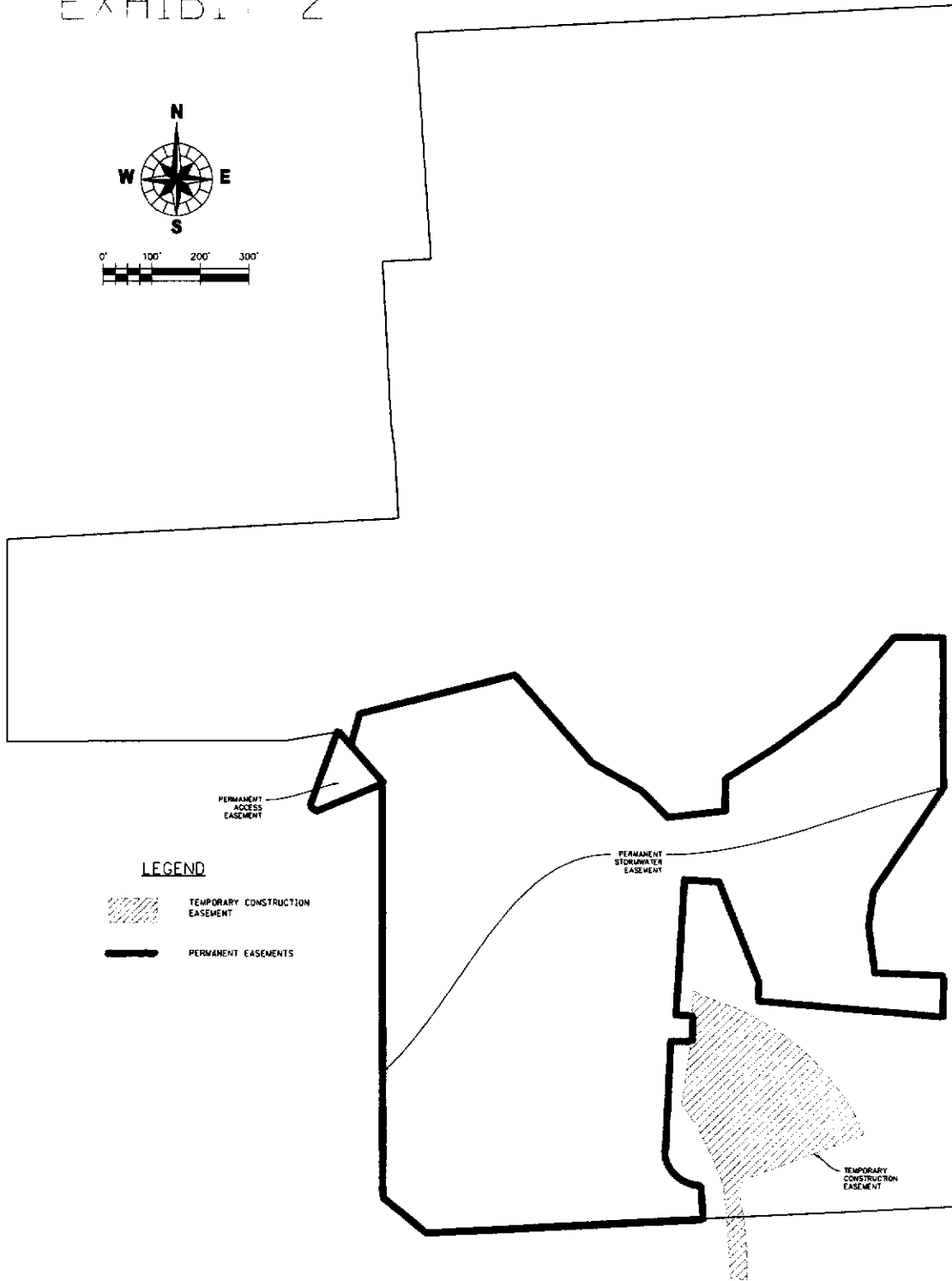
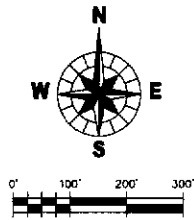
- HIGH WATER LEVEL
- INTERMEDIATE CONTOUR
- INDEX CONTOUR
- PROPOSED BIKE PATH

NWL = 742
HWL = 757
VOL = 113.3 AC FT

NWL = 746
HWL = 748
VOL = 9.1 AC FT

PROPOSED SIFON

ARMSTRONG PARK CONCEPT PLAN EXHIBIT 2



LEGEND

-  TEMPORARY CONSTRUCTION EASEMENT
-  PERMANENT EASEMENTS

EXHIBIT 3

PERMANENT STORMWATER EASEMENT

KNOW ALL MEN BY THESE

PRESENTS, that the Carol Stream Park District, a municipal corporation organized and existing under and by virtue of the laws of the State of Illinois having its principal office in the Village of Carol Stream, County of DuPage and the State of Illinois, as property owners (hereinafter referred to collectively as "Grantors") for and in consideration of one dollar (\$1.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, hereby grant, convey and warrant to the County of DuPage, Illinois, a body politic and corporate existing under laws of the State of Illinois, with its principal offices at 421 N. County Farm Road, Wheaton, Illinois (hereinafter referred to as "Grantee"), and its successors and/or assigns, a permanent stormwater easement ("permanent stormwater easement") for the purpose of constructing, maintaining and operating various stormwater management, drainage and flood control improvements as part of the Armstrong Park-Klein Creek Flood Control Project ("Project") and the storage, impoundment and conveyance of stormwater within said easement.

The area of the permanent stormwater easement is depicted on EXHIBIT A and is legally described as follows: [to be identified by survey prior to final Project plan approval]:

The permanent stormwater easement shall be located over a part of parcel owned by Grantor and commonly known as:

The large Vacant Parcel 134 feet North of Illini Drive,
Carol Stream, Illinois 60188

Permanent Parcel Number: 02 - 30 -- 400 - 004

Resolution number: _____

Prepared by:
DuPage County Stormwater Management
421 North County Farm Road
Wheaton, Illinois 60187

Return to:
Attn: Janet Williams
DuPage County Public Works
421 N. County Farm Road
Wheaton, IL 60187

This Grant is made by the Grantor and accepted by the Grantee under the following terms and conditions:

1. Definitions: The following terms shall be understood to have the meaning set forth herein:
 - a. "Armstrong Park-Klein Creek Flood Control Project" shall mean the "Project" described in the Intergovernmental Agreement between the County of DuPage, Village of Carol Stream and Carol Stream Park District.
 - b. "Easement Area" shall mean the area of the permanent stormwater easement described herein.
 - c. "Improvements" shall mean any drainage, stormwater management or flood control improvements and any appurtenances related thereto located within this Easement Area. Said Improvements will be in accordance with the final Project plans approved by Grantor.
 - d. "IGA" shall mean the Intergovernmental Agreement between the County of DuPage, Village of Carol Stream and Carol Stream Park District adopted by and among said parties in 2011 relating to the Project.
 - e. "Routine surface maintenance" shall mean, but not be limited to, periodic lawn mowing, debris and litter clean-up, the disposal and the eradication of noxious weeds, snow plowing, etc.
2. Grantee's Use: The following conditions shall apply to Grantee's use of the Easement Area:
 - a. The permanent stormwater easement is granted in perpetuity specifically for the purpose of allowing the Grantee to install, construct, build, add to, relocate, repair, replace, inspect, maintain, use and operate the Improvements with the Easement Area. Grantor acknowledges that the Grantee's Improvements alter and substantially change the grading and drainage of the Easement Area. Such use will specifically include using parts of the Easement Area as a Stormwater pumped storage facility consisting of two basins (an intake pond and a storage reservoir), lift station, siphon storm sewer and any additional improvements or appurtenances related thereto. The Grantee is authorized to demolish and clear the Aldrin Center building, and any other ancillary structures located within the Easement Area.
 - b. The Improvements shall be installed, constructed, built, repaired, replaced, inspected, maintained, used and operated in accordance with the Klein Creek Watershed Study and Flood Control Plan Addendum No. 2 ("Klein

Creek Study”), the final Project plans, and any applicable regulatory permits and, or, approvals authorizing said Project. In particular, the Grantee is permitted to store, retain, detain, impound, collect, convey, and discharge drainage, stormwater run-off and flood waters within said Easement Area in volumes of approximately 100.0 +/- acre-feet in the storage reservoir and 9.1 acre-feet in the intake pond, the exact storage volumes to be established by the final Project plans. As set forth in and governed by the IGA, the Grantee may construct the storage reservoir with additional storage capacity of up to 13.3 acre-feet volume, which additional storage capacity may be utilized by the Grantor for stormwater permitting for other developments on Grantor’s property.

- c. Grantee may from time to time perform inspections, maintenance, repairs, reconstruction, re-grading or other work on or within the Easement Area and, or, to the Improvements located therein and, or, observe the operations of said Improvements. However, any work which alters the Easement Area’s grading, or the location of any Improvement, shall first be approved in writing by the Grantor. The Grantee shall give the Grantor reasonable notice of any routine and, or, regular maintenance work and repairs conducted within the Easement Area and shall undertake such regular and scheduled maintenance, repairs or other work on weekdays during normal business hours. The Grantee may use the Easement Area at any time, without notice to the Grantor, to perform any emergency or urgent work. Grantee, though, may undertake emergency work at any time with or without notice to Grantor.
- d. Grantee agrees that it will perform any work hereby authorized within the Easement Area, or on the Improvements located therein, with reasonable care, skill and diligence. The Grantee will perform all work in such a way as to avoid harm to the Grantor’s real or personal property adjacent to said Easement Area. Grantor acknowledges that emergency inspections and work may be undertaken in any manner deemed reasonable and prudent by the Grantee. With respect to the initial Project construction work, and any subsequent work or construction traffic occurring within one hundred feet (100’) of the historic train station, the Grantee shall erect a security/safety fence, and post “No Construction Traffic” signage, along the Easement Area boundary nearest the historic train station (located at the southern end of Armstrong Park). During the Project’s initial construction, said fencing shall connect to a fence erected by Grantee within an adjoining Temporary Construction Easement sufficient to wholly enclose the historic train station.
- e. The rights and obligations of the Grantee shall extend to its employees, officers, agents, consultants, contractors, sub-contractors, assigns and successors.

- f. The Grantee shall obtain any required governmental permits, licenses or approvals prior to commencing any work, excepting such work necessary for the preparation of construction plans and, or, governmental submittals such as the performance of surveys, soil borings, environmental audits, etc. Upon written request, the Grantee shall provide Grantor with copies of any governmental permits, licenses, approval or submittals for said authorizations relating to Grantee's work within the Easement Area. The Grantee shall abide by and comply with every condition, term or covenant of said governmental permits, licenses or approvals and shall further do all work in accord with the applicable local, State and Federal laws, ordinances, rules and regulations.

- g. Grantee shall require any contractor doing work in the Easement Area to indemnify, defend and hold the Grantor harmless from and against any liability, claims, loss, liens or damages that may occur or arise on account of the contractor's work within the Easement Area. Further, any such contractor shall fully compensate the Grantor in the event any of Grantor's real or personal property is negatively disturbed or damaged by the contractor. For damaged property outside of the Easement Area the Grantee shall, at its election, pay the Grantor for the costs of repairing, restoring or replacing the disturbed land or property, or undertake the repairs and restorations, for any land or property damaged by Grantee's officers or employees. Repairs or restoration shall be to a condition as nearly as possible to the condition in which the land existed before the Grantee's disturbance or damage thereto. For property within the Easement Area the Grantee shall restore the Easement Area to the restoration conditions depicted in the final Project plans approved by Grantor (as set forth in the IGA).

- h. The Grantee may store equipment and materials within the Easement Area while performing the initial Project construction and, as necessary to conduct any subsequent maintenance, repairs, replacements, re-grading, surveying, testing or inspections within this Easement Area. Grantee will promptly remove all such stored items upon its completion of the authorized work.

- i. The permanent stormwater easement granted herein shall be exclusive to the Grantee with respect to the areas thereof occupied by and used for the pumped storage facility's two basins (e.g., the inside slopes for both intake pond and a storage reservoir), lift station, siphon storm sewer, and any areas planted with native vegetation. The remaining areas of the permanent stormwater easement granted herein shall be non-exclusive to the Grantee subject to the qualifications and limitations on the respective parties to ensure the Grantee's continued use of the Easement Area, and the Improvements located therein, and further subject to the IGA, any applicable regulatory permits pertaining to the Project, and any applicable

laws or ordinance requiring that the Improvements be isolated, separated or otherwise protected from other improvements, activities or structures.

3. The Grantor's retained rights and obligations shall be as follows:
 - a. Grantor shall have and retain all rights to the use, enjoyment and occupation of the aforesaid Easement Area, including all obligations attendant thereto such as maintenance, as set forth below. Grantor may engage in any and allow the public's normal recreational use of the Easement Area provided that Grantor's acts (or the public's use) do not adversely affect the intended purposes for which the Easement Area or the Improvements therein have been designed or are intended to serve.
 - b. Grantor shall not construct any structures or improvements on or within the Easement Area nor shall the Grantor alter, change, destroy or modify the grading of the Easement Area in any manner that would affect the designed and intended use of said Easement Area without having first received prior written approval of the Grantee.
 - c. Grantor may use and, or, cross the Easement Area, excepting the area used and occupied by the pumped storage facility's basins, in the routing of other utilities, so long as such activity does not interfere with the intended and, or, designed use and, purposes of the Easement Area or the Improvements located therein. Grantor shall do no act that affects the lateral or sub-lateral support for the Easement Area, for the Improvements located therein, or that interferes with the operation of said Improvements. Grantor may grant such other easements, licenses, rights of access or other permission to third parties for the use of Grantor's property as it deems fit provided, however, no such subsequent use, or change in existing uses, shall be permitted to interfere with or burden the Easement Area or Improvements located therein or hamper, frustrate or increase the Grantee's cost of performing maintenance and repairs.
 - d. Grantor reserves the right to enter onto and use the Easement Area to maintain, repair, surface, or resurface, the walkways installed therein by Grantee as a condition of the IGA.
4. The permanent stormwater easement granted hereby shall run with the land and shall be binding on all lessees, successors, heirs, devisees, and assigns of the Grantor and the Grantee. The Grantee may record this easement grant at its sole expense.
5. The Grantor shall be responsible for the routine surface maintenance of the Easement Area except for those parts thereof occupied by and used for the pumped storage facility's two basins (e.g., the inside slopes for both intake pond and a storage reservoir), lift station, siphon storm sewer, and any areas planted with native vegetation. Moreover, the Grantor shall be temporarily relieved of such obligations during

such times that the Grantee is engaged in any construction, maintenance or repair work within said Easement Area. This provision is not intended to create any new of different obligation on the part of the Grantor than those obligations the Grantor would normally have under the law but, instead, is intended to ensure that the Grantor adequately mows and cleans up its property such that the Easement Area and Improvements thereon may be utilized and function as intended, (e.g., inlets do not become clogged, swales do not become overgrown, etc.). Similarly, the Grantee shall be responsible for the sub-surface maintenance of the Easement Area and for the areas occupied by and used for the pumped storage facility's two basins (e.g., the inside slopes for both intake pond and a storage reservoir), lift station, siphon storm sewer, and any areas planted with native vegetation. The Grantee's maintenance responsibilities shall include any work, repairs, replacements, restoration or renovations related to any sub-surface improvements, the structural integrity and sound operation of the reservoir, intake pond, storm sewers, lift station and appurtenances thereto, and the healthy establishment of the native plantings placed on both the interior slopes and rim of the reservoir and intake pond. This provision is not intended to create any new of different obligation on the part of the Grantee than those obligations the Grantee would normally have under the law but, instead, is intended to ensure that the Grantee adequately maintains the Easement Area and Improvements therein to ensure that they function properly and do not otherwise adversely affect the Grantor's adjoining property. In the event either party fails to adequately perform its respective maintenance obligations, the other party ("complaining party") shall give notice to the other party ("breaching party") identifying the required (or deficient) work and allowing the breaching party not less than thirty (30) days to complete or remedy the requested maintenance. If the breaching party fails to properly remedy the complained of condition(s) within thirty (30) days the complaining party has the right, but not the obligation, to undertake the requested maintenance and to bill the breaching party for the expenses of doing so.

6. Whenever any provision of this Easement Grant requires one party (the first party) to undertake any review or do any act or give its consent or approval to the other party (second party), the first party shall not unreasonably delay, withhold, condition or deny the act, review, consent or approval.
7. This permanent stormwater easement grant is intended to be read in conjunction with the IGA and is not intended to create terms or conditions new or different from those stated in the IGA, nor is this easement grant intended to amend, modify or alter the IGA in any manner.

Dated this _____ day of _____, 2011.

IN WITNESS WHEREOF, the parties hereto have caused this easement to be executed on the date written above.

GRANTOR: CAROL STREAM PARK DISTRICT

By: _____
Name:
Title:

By: _____
Name:
Title: Secretary

GRANTEE: COUNTY OF DUPAGE

By: _____
Name: Daniel J. Cronin, Chairman
Title: DuPage County Board

Attest by: _____
Name: Gary A. King
Title: County Clerk

Permanent Stormwater Easement

Exhibit A

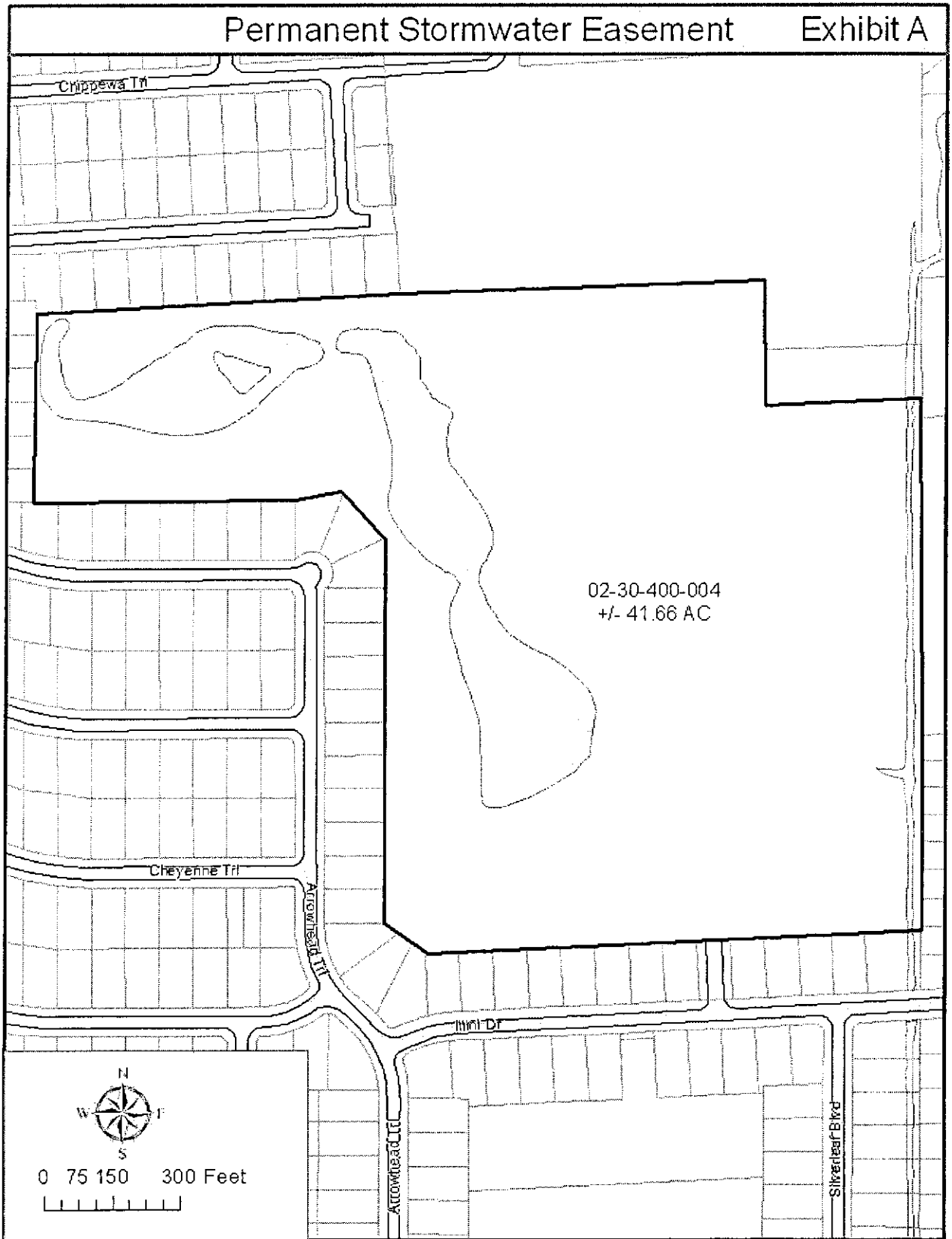


EXHIBIT 4

PERMANENT ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the Carol Stream Park District, a municipal corporation organized and existing under and by virtue of the laws of the State of Illinois having its principal office in the Village of Carol Stream, county of DuPage and the State of Illinois, as property owner (hereinafter referred to collectively as "Grantor") for and in consideration of one dollar (\$1.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, hereby grant, convey and warrant to the County of DuPage, Illinois, a body politic and corporate existing under laws of the State of Illinois, with its principal offices at 421 N. County Farm Road, Wheaton, Illinois (hereinafter referred to as "Grantee"), and its successors and/or assigns, a permanent access easement ("permanent access easement") to allow for the Grantee's ingress and egress on, over and across this parcel to access the permanent stormwater easement on an adjoining parcel, including any improvements constructed on the Grantor's property as part of the Armstrong Park-Klein Creek Flood Control Project ("Project").

The area of the permanent access easement is depicted on EXHIBIT A and is legally described as follows: [subject to confirmation by a survey]

Lot 701 in the plat of Carol Stream Unit 8, being a subdivision of part of the Southeast Quarter of Section 30, Township 40 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded September 10, 1962, as document R62-031592 in the Recorder's Office of DuPage County, in the City of Wheaton, DuPage County, Illinois.

Common Property Address: Vacant Lot on Arrowhead Trail,
Carol Stream, Illinois 60188

Permanent Parcel Number: 02-30-411-029

Prepared by:
DuPage County Stormwater Management
421 North County Farm Rd.
Wheaton, Illinois 60187

Return to:
Attn: Janet Williams
DuPage County Public Works
421 N. County Farm
Wheaton, IL 60187

This Grant is made by the Grantor and accepted by the Grantee under the following terms and conditions:

1. Definitions: The following terms shall be understood to have the meaning set forth herein:
 - a. "Armstrong Park-Klein Creek Flood Control Project" shall mean the "Project" described in the Intergovernmental Agreement between the County of DuPage, Village of Carol Stream and Carol Stream Park District.
 - b. "Easement Area" shall mean the area of the permanent access easement described herein.
 - c. "Improvements" shall mean any drainage, stormwater management or flood control improvements and any appurtenances related thereto located within the adjoining permanent stormwater easement.
 - d. "IGA" shall mean the Intergovernmental Agreement between the County of DuPage, Village of Carol Stream and Carol Stream Park District adopted by and among said parties in 2011 relating to the Project.
 - e. "Routine surface maintenance" shall mean, but not be limited to, periodic lawn mowing, debris and litter clean-up, the disposal and the eradication of noxious weeds, snow plowing, etc.
2. Grantee's Use: The following conditions shall apply to Grantee's use of the Easement Area:
 - a. The Grantee may use the Easement Area to access the permanent stormwater easement on the adjoining parcel for the purpose of undertaking any act authorized by said easement grant. Notwithstanding, the Grantee shall be expressly permitted to use this Easement Area to conduct any inspection or observation or make any non-invasive measurement or survey of the Easement Area or the adjoining permanent stormwater easement. Further, the Grantee may expressly use this Easement Area to ingress and, or, egress the permanent stormwater easement with personnel, vehicles, materials and, or, equipment.
 - b. The Grantee shall give the Grantor reasonable notice of any routine and, or, regular maintenance work and repairs conducted within the Easement Area, or on the adjoining stormwater easement, and shall undertake such regular and scheduled maintenance, repairs or other work on weekdays during normal business hours. The Grantee may use the Easement Area at any time, without notice to the Grantor, to perform any emergency or

urgent work. Grantee may undertake emergency work at any time with or without notice to Grantor.

- c. Grantee agrees that it will use the Easement Area with reasonable care, skill and diligence. The Grantee will attempt to restrict access to the stormwater easement in such a way as to avoid harm to the Easement Area or any of Grantor's real or personal property located adjacent to said Easement Area. In the event any area adjacent to the easement becomes negatively disturbed by Grantee's use of the easement, the Grantee shall restore the adjacent area as nearly as possible to the condition in which it was before the Grantee's entrance thereon. Grantor acknowledges that emergency inspections and work may be undertaken in any manner deemed reasonable and prudent by the Grantee.
 - d. The rights and obligations of the Grantee shall extend to its employees, officers, agents, consultants, contractors, sub-contractors, assigns and successors.
 - e. Grantee shall require any contractor using (accessing) the Easement Area to indemnify, defend and hold the Grantor harmless from and against any liability, claims, loss, liens or damages that may occur or arise on account of the contractor's entry onto the Easement Area. Further, any such contractor shall fully compensate the Grantor in the event any of Grantor's real or personal property is negatively disturbed or damaged by the contractor. For damaged property outside of the Easement Area the Grantee shall, at its election, pay the Grantor for the costs of repairing, restoring or replacing the disturbed land or property, or undertake the repairs and restorations, for any land or property damaged by Grantee's officers or employees. Repairs or restoration shall be to a condition as nearly as possible to the condition in which the land existed before the Grantee's disturbance or damage thereto. For property within the Easement Area the Grantee shall restore the Easement Area to the restoration conditions depicted in the final Project plans approved by Grantor (as set forth in the IGA).
 - f. The permanent access easement granted herein shall be non-exclusive to the Grantee subject to the qualifications and limitations on the respective parties to ensure the Grantee's continued use of the Easement Area and further subject to the IGA, any applicable regulatory permits pertaining to the Project, and any applicable laws or ordinance requiring that the Improvements located within the permanent stormwater easement be isolated, separated or otherwise protected from other improvements, activities or structures.
3. The Grantor's retained rights and obligations shall be as follows:

- a. Grantor shall have and retain all rights to the use, enjoyment and occupation of the aforesaid Easement Area, including all obligations attendant thereto such as maintenance, as set forth below. Grantor may engage in any and allow the public's normal recreational use of the Easement Area provided that Grantor's acts (or the public's use) do not adversely affect the intended purposes for which the Easement Area or the Improvements therein have been designed or are intended to serve.
 - b. Grantor shall not construct any structures or improvements on or within the Easement Area nor shall the Grantor alter, change, destroy or modify the grading of the Easement Area in any manner that would affect the designed and intended use of said Easement Area without having first received prior written approval of the Grantee.
 - c. Grantor may use and, or, cross the Easement Area in the routing of other utilities, so long as such activity does not interfere with the intended and, or, designed use and, purposes of the Easement Area. Grantor shall do no act that affects the lateral or sub-lateral support for the Easement Area, or for the Improvements, or the operation of said Improvements, on the adjoining stormwater easement. Grantor may grant such other easements, licenses, rights of access or other permission to third parties for the use of Grantor's property as it deems fit provided, however, no such subsequent use, or change in existing uses, shall be permitted to interfere with or burden the Easement Area or hamper, frustrate or increase the Grantee's cost of accessing its adjoining stormwater easement or performing maintenance and repairs thereon.
4. The permanent access easement herein granted shall run with the land, in perpetuity, and shall be binding on all lessees, successors, heirs, devisees, and assigns of the Grantor and the Grantee. The Grantee may record this easement grant at its sole expense.
 5. The Grantor shall be responsible for the routine surface maintenance of the Easement Area, however, the Grantor shall be temporarily relieved of such obligations during such times that the Grantee is engaged in any construction, maintenance or repair work within said Easement Area. This provision is not intended to create any new or different obligation on the part of the Grantor than those obligations the Grantor would normally have under the law but, instead, is intended to ensure that the Grantor adequately mows and cleans up its property, plows snow, etc., such that the Easement Area may be utilized as intended, (e.g., for accessing the stormwater easement.).
 6. Whenever any provision of this Easement Grant requires one party (the first party) to undertake any review or do any act or give its consent or approval to the other party (second party), the first party shall not unreasonably delay, withhold, condition or deny the act, review, consent or approval.

7. This permanent access easement grant is intended to be read in conjunction with the IGA and is not intended to create terms or conditions new or different from those stated in the IGA, nor is this easement grant intended to amend, modify or alter the IGA in any manner.

Dated this _____ day of _____, 2011.

IN WITNESS WHEREOF, the parties hereto have caused this easement to be executed on the date written above.

GRANTOR: CAROL STREAM PARK DISTRICT

By: _____
Name:
Title:

By: _____
Name:
Title: Secretary

GRANTEE: COUNTY OF DUPAGE

By: _____
Name: Daniel J. Cronin, Chairman
Title: DuPage County Board

Attest by: _____
Name: Gary A. King
Title: County Clerk

Permanent Access Easement

Exhibit A

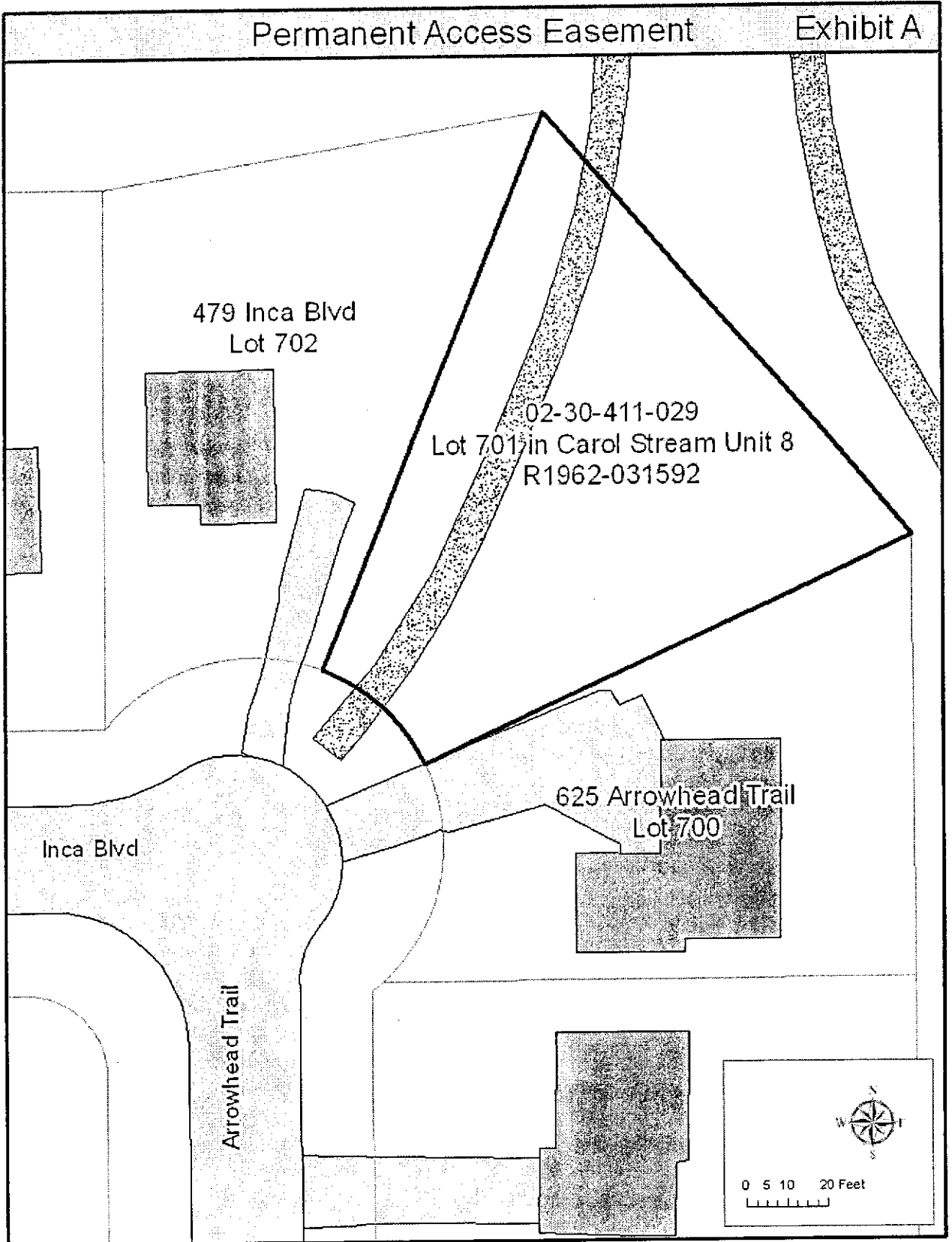


EXHIBIT 5

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Carol Stream Park District, a municipal corporation organized and existing under and by virtue of the laws of the State of Illinois having its principal office in the Village of Carol Stream, County of DuPage and the State of Illinois, as property owner, (hereinafter referred to as "Grantor") for and in consideration of one dollar (\$1.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, hereby grant, convey and warrant to the County of DuPage, Illinois, a body politic and corporate existing under laws of the State of Illinois, with its principal offices at 421 N. County Farm Road, Wheaton, Illinois (hereinafter referred to as "Grantee"), and its successors and/or assigns, a temporary construction easement ("temporary construction easement") for the purposes of: 1) ingress and egress on, over and across said easement to construct, install and build drainage, stormwater management, and, or, flood control improvements for the Armstrong Park-Klein Creek Flood Control Project ("Project") on an adjoining permanent stormwater easement, and 2) to temporarily use the easement area for construction staging, including the storage of supplies, equipment, portable contractor's offices and stockpiling of materials and site excavated or imported soils, related to the Project.

The temporary construction easement shall be located on the parcels depicted in EXHIBIT A (Parcel 1) and EXHIBIT B (Parcel 2). The easement is legally described as follows [to be identified by survey prior to final plan approval]:

The easement area shall be located, in whole or in part, on the parcels identified as:

Parcel 1

Lot 587 in the plat of Carol Stream Unit 6, being a subdivision of part of the Southeast Quarter of Section 30 and part of the Northeast Quarter of Section 31, Township 40 North, Range 10, East of the Third Principal Meridian according to the plat thereof recorded June 14, 1961 as document R61-010463 in the Recorder's Office of DuPage County, in the City of Wheaton, DuPage County, Illinois.

and,

Parcel 2

That part of the Southeast Quarter of Section 30, Township 40 North, Range 10, East of the Third Principal Meridian, described by commencing at the Southeast corner of said Section 30 and running thence North 0 degrees 01 minutes East along the East line of the plat of Carol Stream Unit Six, according to the plat thereof recorded June 14, 1961 as Document R61-010463, for a distance of 192.2 feet, to the Northeast corner of said plat of Carol Stream Unit Six for a Place of Beginning; thence South 87 degrees 11 minutes West along the North line of said plat of Carol Stream Unit Six, a distance of 1,101.57 feet to the Northwest Corner of Lot 595 in said plat of Carol Stream Unit Six; thence North 50 degrees 54 minutes West Along the Northeasterly lines of Lot 596, 597 and 598, in said plat of Carol Stream Unit 6, a distance of 114.65 feet to the Southeast corner of Lot 599 in said plat of Carol Stream Unit Six; thence North 0 Degrees 06 minutes west along the East line of said Lot 599, and along the East line of the plat of Carol Stream Unit Eight, according to the plat thereof recorded September 10, 1962, as Document R62-031592, for a distance of 860.0 feet to the Northeasterly line of Lot 701 in said plat of Carol Stream Unit Eight; thence North 40 degrees 42 minutes West along the a line, for a distance of 140.6 feet to the Northerly line of Lot 702 in said plat of Carol Stream Unit Eight; thence South 80 degrees 29 minutes West along said Northerly line of the plat of Carol Stream Unit 8, a distance of 110.0 feet, to the Northeast corner of Lot 703 in said plat of Carol Stream Unit Eight; thence South 89 degrees 54 minutes West along a North line of said plat of Carol Stream Unit Eight, a distance of 576.4 feet to an East line of said plat of Carol Stream Unit Eight; thence North 0 degrees 11 minutes East along said East line, for a distance of 419.57 feet to the Southernmost South line of Lot 719 in said plat of Carol Stream Unit Eight; thence North 87 degrees 04 minutes East along said South line of Lot 719, a distance of 57.25 feet to the Southeast corner of said lot 719, said lot corner also being the Southwest corner of Lot 837 in the plat of Carol Stream Unit 9, recorded on October 6, 1967 as document R67-040425; thence North 87 degrees 53 minutes East, a distance of 1,556.7 feet to a point that is 1025.0 feet South of the North line of said Southeast Quarter of Section 30, and is 355.0 feet South 87 degrees 04 minutes West from the East line of said Southeast Quarter; thence South 0 degrees 01 minutes West parallel with the East line of said Section 30, a distance of 275.0 feet; thence North 87 degrees 04 minutes East, a distance of 355.0 feet to the East line of said Southeast Quarter at a point 1,300.0 feet South of the Northeast Corner of said Southeast Quarter; thence South 0 degrees 01 minutes West along said East line, a distance of 1,189.2 feet to the place of beginning, in the Southeast Quarter of Section 30, Township 40 North, Range 10, East of the Third Principal Meridian, in the County of DuPage and the State of Illinois.

Permanent Parcel Numbers: 02-30-400-004 and 02-30-411-052

Common Property Address: Vacant Parcel along Illini Drive and
Vacant Parcel 134 feet North of Illini Drive, Carol Stream, Illinois 60188

Prepared by:
DuPage County Stormwater Management
421 North County Farm Road
Wheaton, Illinois 60187

Return to:
Attn: Janet Williams
DuPage County Public Works
421 N. County Farm Road
Wheaton, IL 60187

This Grant is made by the Grantors and accepted by the Grantee under the following terms and conditions:

1. Definitions: The following terms shall be understood to have the meaning set forth herein:
 - a. "Armstrong Park-Klein Creek Flood Control Project" shall mean the "Project" described in the Intergovernmental Agreement between the County of DuPage, Village of Carol Stream and Carol Stream Park District.
 - b. "Easement Area" shall mean the area of the temporary construction easement described herein.
 - c. "Improvements" shall mean any drainage, stormwater management or flood control improvements and any appurtenances related thereto located within the adjoining permanent stormwater easement.
 - d. "IGA" shall mean the Intergovernmental Agreement between the County of DuPage, Village of Carol Stream and Carol Stream Park District adopted by and among said parties in 2011 relating to the Project.
 - e. "Routine surface maintenance" shall mean, but not be limited to, periodic lawn mowing, debris and litter clean-up, the disposal and the eradication of noxious weeds, snow plowing, etc.
2. Grantee's Use: The following conditions shall apply to Grantee's use of the Easement Area:
 - a. The temporary construction easement is granted for a term of two (2) years. The term shall commence on the later date the Easement Grant being approved by the Grantor or accepted by the Grantee. The easement granted herein shall be exclusive to the Grantee during its term.
 - b. The Grantee may use the Easement Area for ingress and egress on, over and across said easement to construct, install and build drainage, stormwater management, and, or, flood control improvements for the Armstrong Park-Klein Creek Flood Control Project ("Project") on an adjoining permanent stormwater easement, and to use the Easement Area for construction staging, including the storage of supplies, equipment, portable contractor's offices and stockpiling of materials and site excavated or imported soils, related to the Project.
 - c. The rights and obligations of the Grantee shall extend to its employees, officers, agents, consultants, contractors, sub-contractors, assigns and successors.

- d. Grantee shall be responsible for the maintenance and upkeep of the Easement Area during its term, including all acts defined herein as routine surface maintenance.
 - e. Grantee agrees that it will use the Easement Area with reasonable care and diligence. With respect to the initial Project construction work, the Grantee shall erect a security/safety fence, and post "No Construction Traffic" signage, along the Easement Area boundary nearest the historic train station (located at the southern end of Armstrong Park). During the Project's initial construction, said fencing shall connect to a fence erected by Grantee within an adjoining Permanent Stormwater Easement sufficient to wholly enclose the historic train station.
 - f. The Grantee will avoid harm to the Grantor's real or personal property adjacent to the Easement Area. Grantee's contractors shall fully compensate the Grantor in the event any of Grantor's real or personal property is negatively disturbed or damaged by the contractor. The Grantee shall, at its election, pay the Grantor for the costs of repairing, restoring or replacing the disturbed land or property, or undertake the repairs and restorations, for any land or property damaged by Grantee's officers or employees. Repairs or restoration to property located outside of the Easement Area shall be to a condition as nearly as possible to the condition in which the land existed before the Grantee's disturbance or damage thereto. Grantee shall require any contractor doing work in the Easement Area to indemnify, defend and hold the Grantor harmless from and against any liability, claims, loss, liens or damages that may occur or arise on account of the contractor's work within the Easement Area.
 - g. Prior to the expiration of this easement's term, the Grantee shall restore the Easement Area to the condition specified in the final Project design, plan drawings and specifications approved by Grantor in writing. At the Grantor's election, the Grantee shall resurface the paved parking area located within the Easement Area in the manner depicted in the final Project design, plan drawings and specifications approved by Grantor.
3. The Grantor's retained rights and obligations shall be as follows:
- a. Grantor shall remove all structures and non-fixture improvements on or within the Easement Area prior to the Grantee's entry thereon.
 - b. Grantor may use and, or, cross the Easement Area for the routing of utilities so long as such activity does not interfere with the intended use by Grantee. Grantors shall do no act that affects the lateral or sub-lateral support for the Easement Area.

4. The easement hereby granted shall be binding on all lessees, successors, heirs, devisees, and assigns of the Grantor and the Grantee during its term. The Grantee may record this easement grant at its sole expense.
5. Whenever any provision of this Easement Grant requires one party (the first party) to undertake any review or do any act or give its consent or approval to the other party (second party), the first party shall not unreasonably delay, withhold, condition or deny the act, review, consent or approval.
6. This temporary construction easement grant is intended to be read in conjunction with the IGA and is not intended to create terms or conditions new or different from those stated in the IGA, nor is this easement grant intended to amend, modify or alter the IGA in any manner.

Dated this _____ day of _____, 2011.

IN WITNESS WHEREOF, the parties hereto have caused this easement to be executed on the date written above.

GRANTOR: CAROL STREAM PARK DISTRICT

By: _____
Name:
Title:

By: _____
Name:
Title: Secretary

GRANTEE: COUNTY OF DUPAGE

By: _____
Name: Daniel J. Cronin, Chairman
Title: DuPage County Board

Attest by: _____
Name: Gary A. King
Title: County Clerk

Temporary Construction Easement

Exhibit A

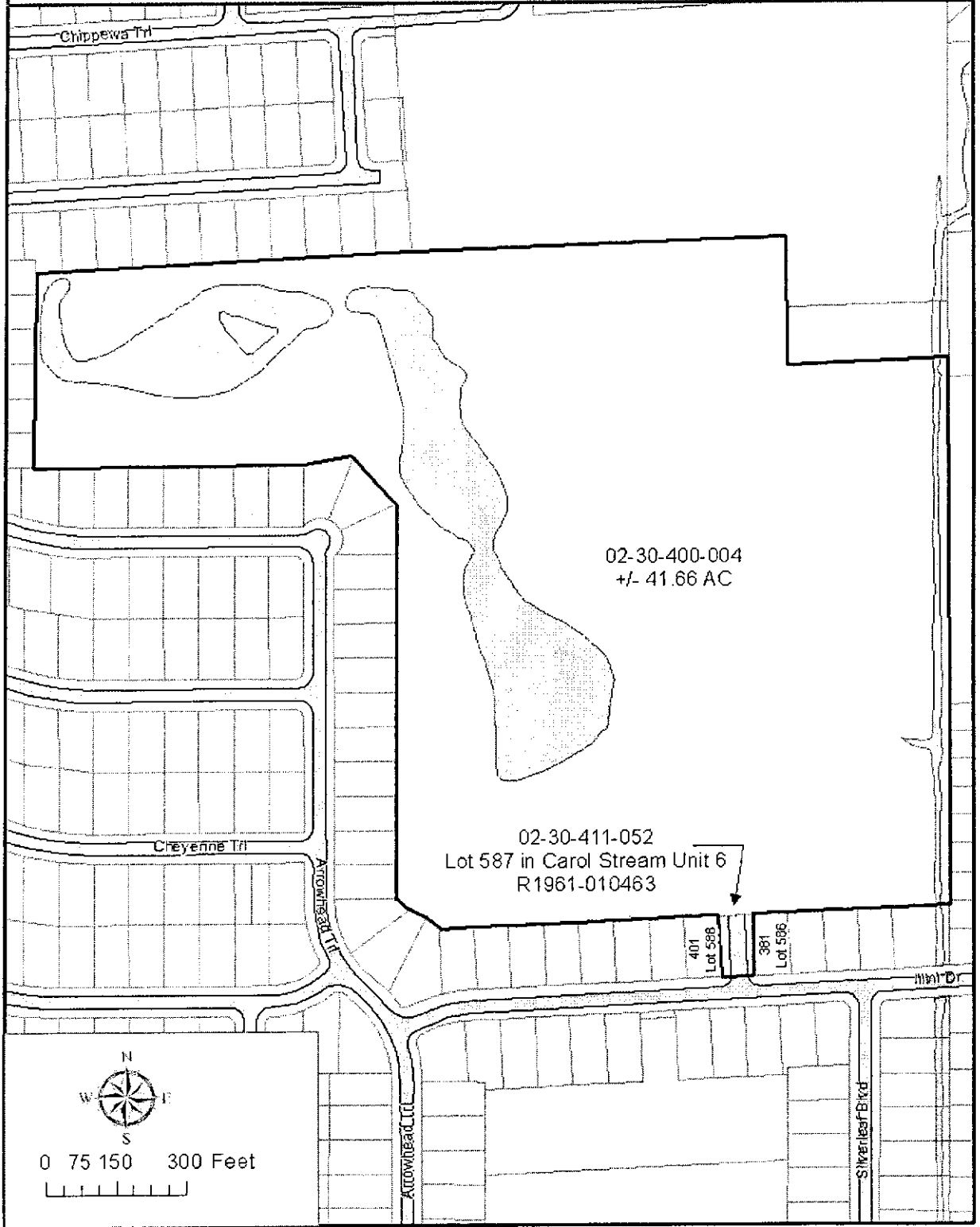


EXHIBIT 6

Exhibit 6 (subject to verification)

Village Parcel Legal Description

Beginning at the Southeast corner of Lot 846 in the plat of Carol Stream Unit 9, recorded on October 6, 1957 as document R67-040425, for the Point of Beginning; thence North along the Easterly line of said plat of Carol Stream Unit 9, having a bearing of North 02 degrees 56 minutes East, a distance of 134 feet, to a point; thence continuing North along the East line of said plat of Carol Stream Unit 9 having a bearing of North 7 degrees 18 minutes West for a distance of 66.18 feet; thence continuing North along the East line of the said plat of Carol Stream Unit 9 having a bearing of North 2 degrees 56 minutes West for a distance of 334.0 feet to a point, said point also known as the Northeast corner of said plat of Carol Stream Unit 9; thence North 87 degrees 04 minutes East to a point on a line that is parallel to and 40.0 feet East of the center line of Niagara Street, said Niagara Street as dedicated per Western Trails Subdivision Unit No. Eleven recorded on November 29, 1977 as Document RR-R77-110103; thence South along said line that is parallel to and 40 feet East of the centerline of said Niagara Street to a point that intersects with a line that is 468.0 feet South of the North line of the Southeast Quarter of Section 30, said point is also the Southwest corner of the Carol Stream Park District Assessment Plat recorded November 16, 1988 as document R88-131333; thence North 87 degrees 04 minutes East, along the South line of the Carol Stream Park District Assessment Plat for a distance of R=871.2 feet M=898.16 feet, having both dimensions indicated on said Carol Stream Park District Assessment Plat, said point being on the East line of the Southeast Quarter of Section 30, said point is also the Southeast corner of the said Carol Stream Park District Assessment Plat; thence South along the East line of the Southeast Quarter of Section 30 to a point, said point being 1,025.0 feet South of the Northeast corner of said Southeast Quarter of Section 30; thence South 87 degrees 04 minutes West along the prolongation of the South line of the plat of Carol Stream Unit 9, said line also being 1,025.0 feet South of and Parallel to the said North line of the Southeast Quarter of Section 30, to the Point of Beginning, excepting the East 355.0 feet and except that part of the Southeast Quarter of Section 30, described by beginning at the Southeast corner of lot 828 in said plat of Carol Stream Unit 9, for the point of beginning, thence North along the East line of said lot 828, a distance of 134.0 feet to the Northeast corner of said lot 828, thence East along the prolongation of the North line of said lot 828, a distance of 8.0 feet; thence South parallel to the East line of said lot 828, a distance of 134.0 feet, to a point, said point being on the Easterly prolongation of the South line of lot 828; thence West along the prolongation of the South line of lot 828 for a distance of 8.0 feet to the point of beginning, all in the Southeast Quartet of Section 30, Township 40 North, Range 10, East of the Third Principal Meridian, in DuPage County, Illinois.

ARMSTRONG PARK VILLAGE PARCEL

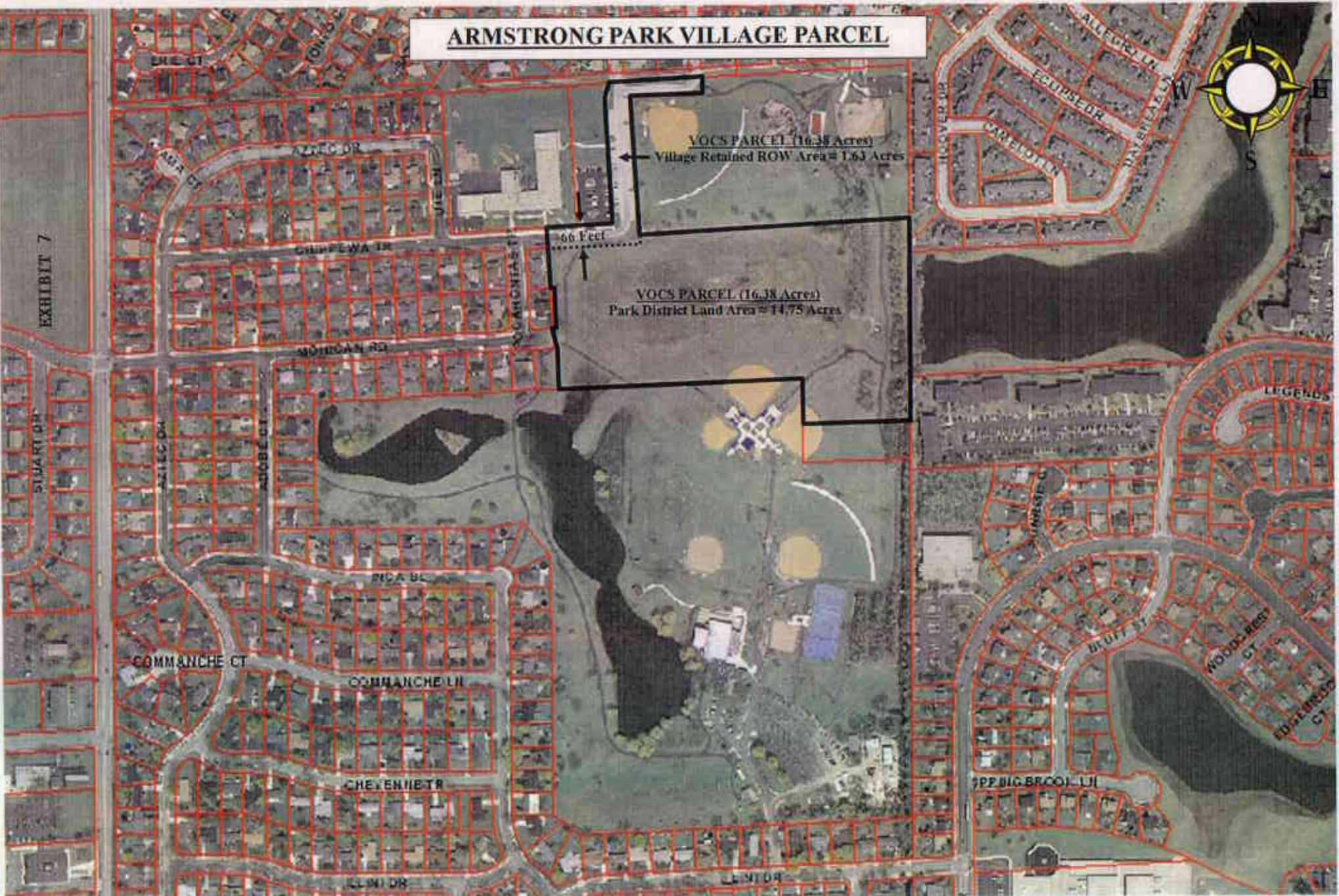


VOCS PARCEL (16.38 Acres)
Village Retained ROW Area = 1.63 Acres

VOCS PARCEL (16.38 Acres)
Park District Land Area = 14.75 Acres

66 Feet

EXHIBIT 7



DNE CT

TONGS

AMR CT

ZNEC DR

VIEW

GRIMPEWA TR

OCARONIAS ST

MORICAN RD

AZTEC DR

ROBE CT

PICA BL

COMMANCHE CT

COMMANCHE LII

CHEYENNE TR

LENDOR

ALLEY DR LII

ECUMISE DR

WARRINGTON LN

W

S

E

LEGENDS

MARSH CT

BLUFF ST

WOODCREST CT

EDGECREST CT

PP BIG BROOK LII

Exhibit 8

Plat of Dedication (Document to be appended after Phase I)

THIS DOCUMENT
PREPARED BY:

Jason A. Guisinger
Klein, Thorpe and Jenkins, Ltd.
20 North Wacker Drive
Suite 1660
Chicago, Illinois 60606-2903

VILLAGE OF CAROL STREAM

**STORMWATER MANAGEMENT AND
CONVEYANCE AGREEMENT**

This Stormwater Management and Conveyance Agreement (the "Agreement") is made and entered into by and between the Carol Stream Park District on behalf of itself, its successors and assigns, and all future holders of title (collectively, the "Owner") to any portion of the property legally described in Exhibit A attached hereto and made a part hereof (the "Property"), and the Village of Carol Stream (the "Village"), hereby covenants and agrees with the Owner as follows:

EXHIBIT 9

This Space For Recorder's Use Only

1. The Owner shall maintain, operate and repair the Property, which is herein identified as the "Stormwater Management Easement Area," at all times in a manner consistent with the plans and specifications approved by the Village and/or other regulatory bodies (and upon request, furnish proof of compliance therein). The Owner grants to the Village and its designees the right of access upon, over and across the Property to inspect the "Stormwater Management Easement Area" and to perform any maintenance of said areas (and to store equipment necessary therefore) which the Owner has failed to perform. If such failure continues for thirty (30) days after written notice from the Village of such failure, the Village may enter upon the Property and perform such work as should have been undertaken by Owner without notice to Owner in an emergency (e.g. where personal injury or material damage to property may be imminent). The Owner shall be liable for the cost of any maintenance so performed by the Village and shall promptly reimburse the Village for such costs, with interest at the statutory prejudgment rate calculated from the date of expenditure. Upon recordation by the Village of a claim for reimbursement, the Village shall have a foreclosable lien upon the Property to secure reimbursement.

2. In addition to other remedies provided for above, upon Owner's failure to maintain the "Stormwater Management Easement Area" (after notice where required as aforesaid), the Village shall be entitled to all remedies at law or equity to enforce this Agreement, including remedies for abatement of a nuisance, which remedies shall be cumulative and not exclusive. If a judgment is entered against the Owner, the Owner shall pay all reasonable attorneys' fees and costs of the Village. The Village shall not be liable to Owner or any party claiming through the Owner for any damage caused by it in the performance of any maintenance undertaken pursuant to the Agreement, unless such damage is caused by wanton or willful conduct by the Village. Failure to enforce a right granted hereunder shall not be deemed as a waiver of such right or any other rights hereunder. No party shall be liable for failure to enforce the provisions hereof.

3. The Owner reserves unto itself all rights not materially inconsistent with these provisions, including the right to improve the Property and to grant easements and other rights and interests in and to said Property.

4. The owners of any portions of the Property shall be jointly and severally responsible for the reimbursement of or payment to the Village, as may be required by the foregoing provisions. If title to all or any part of the Property is vested in a land trust, any beneficiaries thereof shall be personally liable for all obligations imposed hereby on the owner of such property or portion thereof owned.

5. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the Owner of the Property, the Owner's successors, assigns and grantees, and all parties claiming by, through and under them.

6. This Agreement will become a permanent record in the file maintained by the Village on the Property, and shall be recorded, at the expense of the Owner, against the Property in the Office of the DuPage County Recorder of Deeds.

7. Any notice to the Owner under this Agreement shall be given to the last name and address shown on the most recent real estate tax bill issued by the DuPage County Treasurer. Any notice to the Village under this Agreement shall be given to: Village Manager, Village of Carol Stream, 500 North Gary Avenue, Carol Stream, IL 60188, or to such other address at which the principal administrative offices of the Village are located from time to time.

CAROL STREAM PARK DISTRICT

VILLAGE OF CAROL STREAM

Name (Please Print)

Name (Please Print)

Signature

Signature

Date: _____, 2011

Date: _____, 2011

Subscribed and sworn to
before me this _____ day
of _____, 2011.

Subscribed and sworn to
before me this _____ day
_____, 2011

Notary Public


Notary Public

EXHIBIT A

AGENDA ITEM

J-1 6-20-11

Village of Carol Stream INTER-DEPARTMENTAL MEMO

TO: Mayor and Trustees
FROM: Joseph E. Breinig, Village Manager 
DATE: June 10, 2011
RE: Employment Agreement

Attached you will find a draft employment agreement between the Village and myself. The prior agreement expired April 30, 2011. The proposed term for the successor agreement is May 1, 2011 through April 30, 2015, and will coincide with the Mayor's term of office.

Terms of the agreement are unchanged from the prior agreement and are substantially similar to the agreement entered into when I was initially hired in 2002. Compensation remains unchanged from May 1, 2008. I have voluntarily removed myself from any compensation increases because of the economy.

I look forward to continued service at the highest levels to you and the community. Together we have weathered one of the worst economic downturns in history. While many challenges lie before us, I believe the future of Carol Stream is bright. Your favorable consideration of the employment agreement is requested.

Attachment

EMPLOYMENT AGREEMENT

THIS AGREEMENT made and entered into this 20th day of June, 2011, by and between the Village of Carol Stream, a municipal corporation (hereinafter called "Employer"), and Joseph E. Breinig, (hereinafter called "Employee"), both parties agreeing as follows:

WHEREAS, the Employer desires to employ the services of the Employee as a Village Administrator of the Village of Carol Stream, which position may also be referred to as the Village Manager; and

WHEREAS, it is the desire of the governing Board of the Village, (hereinafter called "Board"), to provide certain benefits, establish certain conditions of employment and to set working conditions of the Employee; and

WHEREAS, it is the desire of the Board to secure and retain the services of the Employee and to provide inducement for him to remain in such employment; an

WHEREAS, the Employee desires to enter into a contractual arrangement with the Village wherein he shall serve as Village Manager for a period up to April 30, 2015, subject to his ability to properly perform the duties of Village Manager and to the conditions of this Agreement; an

WHEREAS, the parties wish to provide a system whereby stability can be achieved if a need for a transition period should occur

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES AGREE, as follows:

1. **Duties:** The Employer hereby agrees to employ the Employee as Village Manager of the Village of Carol Stream in accordance with all of the provisions of the Carol Stream Code of Ordinances, which relate to the performance of that office. The Village Manager shall devote his full-time efforts to the performance of the duties of the position.

2. **Term:** The term of this Agreement shall be from May 1, 2011 to April 30, 2015. The employee, however, may terminate the contract by giving a minimum of sixty (60) days written notice to the Mayor. All compensation provided for in this Agreement, except for accrued benefits, including severance pay, shall cease upon the last day of the Employee's performance of full-time duties for the village in the event that the termination of the contract shall be exercised by the Employee. This Agreement is intended to establish contractual rights but not tenure or property rights.
3. **Severance Pay:** The Mayor after receiving a majority vote of the Board, may terminate this Agreement during its term without the requirement of stating any reason for such termination. Provided, however, in the event the Employer elects this method of terminating the Agreement or in the event that the Employee resigns, pursuant to a request of the Employer, Employee shall receive all salary and earned benefits accrued up to the date of termination and shall receive severance pay equal to four (4) months of his then-current salary and payment of all earned and accrued leaves and benefits. The Employee shall have the option of taking such severance pay in a lump sum or remaining on the Village payroll register and having the severance pay paid him on regular Village pay dates. In the event the Employee shall elect the latter option, he shall not be considered an employee for the calculation of earned benefits. Employer agrees to allow Employee to remain in the group health, life and dental insurance program and, with the Employer paying the full premiums for his then current coverages for four (4) months. Employee may remain in the insurance programs thereafter under the terms and conditions and paying the premiums in accordance with State or Federal Law.

The Board, by a majority vote, may also terminate this Agreement for just cause after affording Employee a hearing. In the event Employee is terminated for just cause, then, in that event, the Employer shall have no obligation to pay the Employee severance or continuing severance. Just cause is defined as (1) conviction of a felony, or (2) conviction of a crime relating to the performance of the job, or (3) violation of any terms of this Agreement, or (4) violation of the village's personnel regulations which would justify dismissal.

4. **Salary:** The salary for the first year of the contract from May 1, 2011 to April 30, 2012, shall be \$173,097.28. The salary for following years shall be at least at the level established for the prior year, plus a general wage adjustment granted to all other non-contract employees for the fiscal year. In addition, Employee shall be eligible to receive a performance increase on the same basis as for executive employees based upon a performance evaluation.
5. In addition to the salary provided in paragraph 4 of the Employment Agreement, and increases in that salary computed in accordance with Paragraph 4, the Employer shall, effective with the compensation applicable to May 2011, and for the remaining term of this Agreement, pay as additional deferred compensation to the Employee the amount of one percent (1%) of the base salary into a qualifying deferred compensation plan selected by the Employee and approved by the Employer. The plan offered by the International City Managers Association shall be an automatically approved plan

6. **Employee Evaluation:** The Board shall review and evaluate the performance of the Manager at least once annually in advance of the adoption of the Annual Operating Budget. This review and evaluation may focus upon specific criteria developed jointly by the Employee and the Board. Further, the Mayor shall, at the request of the Manager, provide him with a summary of the findings of the board, which, at his request, shall be in writing, and provide an adequate opportunity for the Employee to discuss his/her evaluation with the Board. This review shall take place in the last quarter of each fiscal year, and the Employee shall annually notify the Mayor and Board of this obligation
7. **Hours of Work:** It is recognized that the Employee must devote a great deal of time outside the normal office hours to the business of the employer and to that end, the Employee will be allowed to take reasonable administrative time off as he shall deem appropriate during said normal office hours.
8. **Automobile:** Employee's duties require that he shall have the exclusive use at all times during his employment with the Employer of an automobile provided to him by the Employer. The automobile may be used for business and personal purposes and the Employer shall be responsible for paying for liability, property damage and comprehensive insurance and for the purchase, operation, maintenance, repair and regular replacement of said automobile. The Village shall provide gasoline for local personal purposes. As an option, Employee may choose to accept a \$400 per month car allowance paid by Employer to Employee in lieu of providing an automobile. In such event, the Employee agrees to utilize his personal car for business purposes. If such personal car is unavailable due to repair, Employee may use another Village vehicle.
9. **Vacation, Sick Leave and Personal Leave:** The Employee shall be entitled to vacation, personal day, holiday, bereavement, sick leave and other leave benefits as are provided to other senior executive exempt personnel.
10. **Health, Dental and Life Insurance:** The Employer shall provide for the Employee, at the full expense of the Employer, life insurance in the amount of two (2) times the Employee's annual salary. Provided, however, that, in the event that life insurance premiums on the Employee are at least twice the amount of insurance premiums previously paid, the Employer shall have the option of paying twice the amount of the prior premium to the Employee as a cash payment to substitute for the required life insurance coverage. The Employer shall provide for the Employee and his dependents such other insurance including group health and dental insurance, as is generally provided to the other senior exempt employees of the Village, including premium payment, deductible and co-payment amounts generally applicable.
11. **Dues and Subscriptions:** The Employer agrees to budget and to pay for the reasonable professional dues and subscription of the Employee necessary for his participation in national, regional, State and local associations and organizations desirable for his professional participation, growth and advancement and for the good of the Employer.

12. **Professional Development:** Employer hereby agrees to budget for and to pay the reasonable travel and subsistence expenses of the Employee for professional and official travel, meetings and occasions adequate for Employee's professional development and to adequately pursue necessary official and other functions of the Employer, including, but not limited to the annual Conference of the International City/County Management Association, the State League of Municipalities and such other national, regional, State and local governmental groups and committees thereof which Employee serves as a member. Employer also agrees to budget and pay for the travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for his professional development and for the good of the Employer.
13. **Other Benefits:** In addition to the benefits mentioned in this Agreement, the Employee shall also be entitled to any other benefits now in force or added later to those benefits generally granted senior executive exempt employees of the Village.
14. **Indemnification:** Employer agrees to indemnify and defend the Employee in the manner required by State law and to pay the full cost of any fidelity or other bond required of the Employee.
15. **No Reduction of Benefits:** Employer shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of the Employee except to the degree such a reduction similarly affects all senior executive exempt employees.
16. **Only Agreement:** This Agreement shall reflect all of the negotiations of the parties and shall supercede all other earlier agreements or promises.

IN WITNESS WHEREOF, the Employer has caused this Agreement to be signed and executed on its behalf by the Mayor and duly attested by its Village Clerk and the Employee has signed and executed this Agreement by adding his name hereto.

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk


Joseph E. Breinig, Village Manager

AGENDA ITEM

J-2 6.20-11

Village of Carol Stream Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

FROM: Robert J. Glees, Community Development Director 

DATE: June 15, 2011

RE: **Agenda Item for the Village Board Meeting of June 20, 2011 - Carol Stream Library Request for Waiver of Building Permit Fees**

PURPOSE

The purpose of this memorandum is to coordinate with the Village Board a request from the Carol Stream Public Library for the waiver of building permit fees associated with a parking lot improvement project.

DISCUSSION

Attached is a copy of letter from Pam Leffler, Assistant Library Director, requesting the waiver of permit fees for a parking lot improvement project, to take place this summer. For purpose of considering this request, it should be noted that the Village Board has waived building permit fees for governmental agencies in the past, with the exception of fees that cover actual costs to the Village.

This project is currently in the planning stage, and so we do not have sufficient information with which to estimate the permit fees that will be waived. As always, the Village's actual costs will be passed through to the Library.

Ms. Leffler is expected be present at the Village Board meeting on June 20th.

RECOMMENDATION

The Library's request is consistent with past precedent. If the Village Board is inclined to approve the request, they should direct staff by motion to waive permit fees for the parking lot improvement project specified in Ms. Leffler's letter dated June 15, 2011, with the exception of "pass-through" or "out-of-pocket" costs.

RJG:bg

C: Pam Leffler, Assistant Library Director

u:\miscellaneous\breinig\library fee waiver 1.doc

CAROL STREAM PUBLIC LIBRARY

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

June 15, 2011

The Honorable Frank Saverino
Members of the Village Board of Trustees
Village of Carol Stream
500 North Gary Avenue
Carol Stream, IL 60188

Mayor Saverino and Members of the Village Board of Trustees,

The Carol Stream Public Library is in the process of requesting bids and hiring a contractor for a parking lot improvement project that we will be undertaking later this summer. As a public entity funded by taxpayers, we respectfully request that permit fees for this project be waived. Please consider this letter our formal request for waiver of any permit fees that will be associated with the parking lot improvement project.

Thank you for your consideration of this matter. Should you or the board have any questions or comments regarding the parking lot improvement project, please don't hesitate to contact me.

Sincerely,



Pam Leffler
Assistant Library Director
pleffler@cslibrary.org

VILLAGE OF CAROL STREAM SCHEDULE OF BILLS

JUNE 20, 2011

AGENDA ITEM

K1 6-20-11

| <u>VENDOR NAME</u> | <u>AMOUNT</u> | <u>ACCT #</u> | <u>ACCT DESCRIPTION</u> | <u>INVOICE</u> | <u>PO NUMBER</u> |
|---|---------------|----------------|-------------------------|----------------|------------------|
| A TO Z ALL PURPOSE RENTAL INC | | | | | |
| TENT STRG APRIL | 150.00 | 01680000 52244 | MAINTENANCE & REPAIR | 15721 | |
| | <u>150.00</u> | | | | |
| A-ARCHER SEWER & PLUMBING SERVICES INC | | | | | |
| PLMB PRTS TC BCK FLW | 750.00 | 01680000 52244 | MAINTENANCE & REPAIR | 19664R | |
| | <u>750.00</u> | | | | |
| AIR SCIENCE USA | | | | | |
| EVIDENCE SUPPLIES | 544.69 | 01662400 53317 | OPERATING SUPPLIES | 14157 | |
| | <u>544.69</u> | | | | |
| ALANIZ LAWNCARE INC | | | | | |
| LWN MTC 350 MAIN PL 6/1/11 | 465.46 | 01642100 52260 | WEED MOWING | 4167 | |
| | <u>465.46</u> | | | | |
| AMER PLANNING ASSN | | | | | |
| PC 7/11-6/12 | 450.00 | 01530000 52234 | DUES & SUBSCRIPTIONS | 038844A | |
| | <u>450.00</u> | | | | |
| AMERICAN COMPUTER & COMMUNICATIONS INC | | | | | |
| JULIE SFTWR 5/11-4/12 | 675.00 | 04201600 52284 | EQUIPMENT MAINTENANCE | 26732 | |
| | <u>675.00</u> | | | | |
| AMERICAN FIRST AID | | | | | |
| RE-STOCK SUPPLIES | 80.83 | 01650100 53317 | OPERATING SUPPLIES | 109123 | |
| | <u>80.83</u> | | | | |
| AMERICAN MESSAGING | | | | | |
| SERV FOR MAY/11 | 4.44 | 01690100 52264 | EQUIPMENT RENTAL | U1113407LE | |
| SERV FOR MAY/11 | 4.44 | 01662400 52243 | PAGING | U1113407LE | |
| SERV FOR MAY/11 | 4.44 | 01662600 52243 | PAGING | U1113407LE | |
| SERV FOR MAY/11 | 4.45 | 04201600 52243 | PAGING | U1113407LE | |
| SERV FOR MAY/11 | 4.69 | 01660100 52243 | PAGING | U1113407LE | |
| SERV FOR MAY/11 | 13.33 | 01662500 52243 | PAGING | U1113407LE | |
| SERV FOR MAY/11 | 35.80 | 01670100 52243 | PAGING | U1113407LE | |
| | <u>71.59</u> | | | | |

| <u>VENDOR NAME</u> | <u>AMOUNT</u> | <u>ACCT #</u> | <u>ACCT DESCRIPTION</u> | <u>INVOICE</u> | <u>PO NUMBER</u> |
|--|------------------|----------------|----------------------------|----------------|------------------|
| AMERICAN PUBLIC WORKS ASSOCIATION | | | | | |
| KNUDS,CLEVE,BAHR DUES | 387.00 | 01620100 52234 | DUES & SUBSCRIPTIONS | 20978B | |
| MODAFF,YORK,SCAR DUES | 387.00 | 01670100 52234 | DUES & SUBSCRIPTIONS | 20978 1 | |
| PW WEEK POSTERS | 32.00 | 01670100 52234 | DUES & SUBSCRIPTIONS | 163041 | |
| | <u>806.00</u> | | | | |
| AMERICAN ROAD MAINTENANCE | | | | | |
| 2011 ASPHALT REJUV PH I | -7,907.90 | 01 21344 | RETAINAGE AMERICAN ROAD M. | M14653 | 20120011 |
| | 79,078.95 | 01670500 52286 | PAVEMENT RESTORATION | M14653 | 20120011 |
| | <u>71,171.05</u> | | | | |
| ARTHUR CLESEN INC | | | | | |
| HERBICIDE | 559.35 | 01670400 53317 | OPERATING SUPPLIES | 269980 | |
| | <u>559.35</u> | | | | |
| AUTOZONE | | | | | |
| AUTO PARTS | 53.45 | 01664700 53317 | OPERATING SUPPLIES | 668164 | |
| | <u>53.45</u> | | | | |
| AVALON PETROLEUM COMPANY | | | | | |
| OCTANE GAS | 29,960.00 | 01696200 53356 | GAS PURCHASED | 451364 | |
| | <u>29,960.00</u> | | | | |
| B & F TECHNICAL CODE | | | | | |
| PLUMB SERV INSP MAY 2011 | 2,935.20 | 01643700 52253 | CONSULTANT | 33254 | 20120008 |
| | <u>2,935.20</u> | | | | |
| BARN OWL FEED & GARDEN CENTER | | | | | |
| GAS FOR PATCHER | 25.42 | 01670500 53317 | OPERATING SUPPLIES | 104035 | |
| GRASS SEED | 99.50 | 01670400 53317 | OPERATING SUPPLIES | 104720 | |
| | <u>124.92</u> | | | | |
| BATTERIES PLUS | | | | | |
| BATTERY REPLENISHMENT | 107.80 | 01662757 53317 | OPERATING SUPPLIES | 487-205836 | |
| | <u>107.80</u> | | | | |
| BATTERY SERVICE CORPORATION | | | | | |
| BATTERIES | 64.80 | 01696200 53354 | PARTS PURCHASED | 209867 | |
| BATTERIES | 242.49 | 01696200 53354 | PARTS PURCHASED | 210178 | |
| | <u>307.29</u> | | | | |
| BENNETT DOOR SERVICE INC | | | | | |
| WATER DOOR REPAIR | 765.30 | 04201600 52244 | MAINTENANCE & REPAIR | 28136 | |
| | <u>765.30</u> | | | | |

| <u>VENDOR NAME</u> | <u>AMOUNT</u> | <u>ACCT #</u> | <u>ACCT DESCRIPTION</u> | <u>INVOICE</u> | <u>PO NUMBER</u> |
|-------------------------------------|-----------------|----------------|------------------------------|-------------------|------------------|
| BERKELEY POINT | | | | | |
| SS WIRE CLIPS | 188.01 | 01670600 53317 | OPERATING SUPPLIES | 3676645 | |
| | <u>188.01</u> | | | | |
| BRACING SYSTEMS | | | | | |
| DISCHARGE HOSE | 89.00 | 04201600 53317 | OPERATING SUPPLIES | 166368-1 | |
| FLAGGING TAPE | 4.98 | 01622200 53317 | OPERATING SUPPLIES | 167114-1 | |
| HOSE/NOZZLE | 42.00 | 04201600 53317 | OPERATING SUPPLIES | 166395-1 | |
| WOOD STAKES | 29.60 | 01670500 53317 | OPERATING SUPPLIES | 167022-1 | |
| | <u>165.58</u> | | | | |
| C S CHAMBER OF COMMERCE | | | | | |
| CHAMBER LCH/FRUSOLONE | 25.00 | 01520000 52222 | MEETINGS | 11263 | |
| CHAMBER LUNCH-BATEK | 25.00 | 01610100 52222 | MEETINGS | 5/11/11 | |
| CHAMBER LUNCH-BREINIG | 25.00 | 01590000 52222 | MEETINGS | 5/11/11 | |
| CHAMBER LUNCH-GLEES | 25.00 | 01640100 52222 | MEETINGS | 5/11/11 | |
| CHAMBER LUNCH-KNUDSEN | 25.00 | 01620100 52222 | MEETINGS | 5/11/11 | |
| CHAMBER LUNCH-MELLOR | 25.00 | 01590000 52222 | MEETINGS | 5/11/11 | |
| CHAMBER LUNCH-MODAFF | 25.00 | 01670100 52222 | MEETINGS | 5/11/11 | |
| CHAMBER LUNCH-O'BREIN | 25.00 | 01660100 52222 | MEETINGS | 5/11/11 | |
| CHAMBER LUNCH-OAKLEY | 25.00 | 01650100 52222 | MEETINGS | 5/11/11 | |
| CHAMBER LUNCH-ORR | 25.00 | 01660100 52222 | MEETINGS | 5/11/11 | |
| CHAMBER LUNCH-SAILER | 25.00 | 01660100 52222 | MEETINGS | 5/11/11 | |
| CHAMBR LUNCH REBHOLZ | 25.00 | 01600000 52222 | MEETINGS | 5/11/11 | |
| | <u>300.00</u> | | | | |
| C S FIRE PROTECTION DISTRICT | | | | | |
| PERMITS -MAY 2011 | 4,464.80 | 01 24416 | DEPOSIT-FIRE DISTRICT PERMIT | PERMITS MAY/11 | |
| | <u>4,464.80</u> | | | | |
| C S PARK DISTRICT | | | | | |
| DEVELOPER DONATION MAY/2011 | 7,800.00 | 01 24403 | DEPOSIT-PARK DIST DEV CONTI | DEV DON MAY 2011 | |
| | <u>7,800.00</u> | | | | |
| C S PUBLIC LIBRARY | | | | | |
| DEVELOPER DONATIONS MAY/2011 | 617.20 | 01 24401 | DEPOSIT-LIBRARY DEVEL CONT | MAY 2011 DONATION | |
| | <u>617.20</u> | | | | |
| CALL ONE | | | | | |
| SERV FRM 05/15 - 06/14 | 347.32 | 04101500 52230 | TELEPHONE | 1010-6641 6/15/11 | |
| SERV FRM 05/15 - 06/14 | 1,993.04 | 04201600 52230 | TELEPHONE | 1010-6641 6/15/11 | |
| SERV FRM 05/15 - 06/14 | 2,625.52 | 01650100 52230 | TELEPHONE | 1010-6641 6/15/11 | |
| | <u>4,965.88</u> | | | | |

| <u>VENDOR NAME</u> | <u>AMOUNT</u> | <u>ACCT #</u> | <u>ACCT DESCRIPTION</u> | <u>INVOICE</u> | <u>PO NUMBER</u> |
|--|---------------|----------------|----------------------------|----------------|------------------|
| CAROL STREAM LAWN & POWER | | | | | |
| TRIMMER | 291.56 | 01670500 53316 | TOOLS | 276704 | |
| | <u>291.56</u> | | | | |
| CARQUEST AUTO PARTS | | | | | |
| CORE RETURN | -36.00 | 01696200 53354 | PARTS PURCHASED | 2420-203509 | |
| FILTERS/MIST CYCLINDR | 169.07 | 01696200 53354 | PARTS PURCHASED | 2420-202053 | |
| OIL FILTER | 3.99 | 01696200 53354 | PARTS PURCHASED | 2420-201853 | |
| OIL FILTER | 7.04 | 01696200 53354 | PARTS PURCHASED | 2420-202463 | |
| OIL FILTER | 31.42 | 01696200 53354 | PARTS PURCHASED | 2420-202320 | |
| OIL FILTERS | 30.85 | 01696200 53354 | PARTS PURCHASED | 2420-202087 | |
| OIL/AIR FILTER | 16.05 | 01696200 53354 | PARTS PURCHASED | 2420-202179 | |
| TOOLS | 4.48 | 01696200 53316 | TOOLS | 2420-203556 | |
| TURN ROTORS | 30.00 | 01696200 53354 | PARTS PURCHASED | 2420-202122 | |
| WHEEL STUD | 2.43 | 01696200 53354 | PARTS PURCHASED | 2420-203511 | |
| | <u>259.33</u> | | | | |
| CARSON PIRIE SCOTT | | | | | |
| CLOTH ALLOW LALLY | 49.96 | 01662400 53324 | UNIFORMS | 124875 | |
| CLOTHALLOW K GEORGE | 418.48 | 01662400 53324 | UNIFORMS | 4986 | |
| | <u>468.44</u> | | | | |
| CDW GOVERNMENT INC | | | | | |
| FIREWIRE-B. MELLOR | 22.96 | 01650100 54412 | OTHER EQUIPMENT | XLP8061 | |
| KVM SWITCH | 281.53 | 01652800 54412 | OTHER EQUIPMENT | XDL9839 | |
| UPS -B. CLEVELAND | 61.74 | 01620100 53350 | SMALL EQUIPMENT EXPENSE | XLP8061 | |
| | <u>366.23</u> | | | | |
| CHICAGO OFFICE TECHNOLOGY GROUP | | | | | |
| SPARE COPR 3/9-4/9 | 14.50 | 01660100 52226 | OFFICE EQUIPMENT MAINTENAN | 28948 | |
| | <u>14.50</u> | | | | |
| CHICAGO PARTS AND SOUND | | | | | |
| BRAKES & SEALS | 190.98 | 01696200 53354 | PARTS PURCHASED | 395104 | |
| COOLING BLOWER | 39.89 | 01696200 53354 | PARTS PURCHASED | 395565 | |
| GASKET & CONNECTORS | 88.22 | 01696200 53354 | PARTS PURCHASED | 39591 | |
| | <u>319.09</u> | | | | |
| CHRISTOPHER B BURKE ENGR LTD | | | | | |
| PROF SERV MAY 1 - MAY 28 795 KIM | 495.00 | 01621900 52253 | CONSULTANT | 100673 | |
| PROF SERV MAY 1 -MAY 28 MCDON/ | 2,581.50 | 01621900 52253 | CONSULTANT | 100672 | |
| PROF SERVS MAY 1 - MAY 28 CSPD | 165.00 | 01621900 52253 | CONSULTANT | 100674 | |
| PROF SERVS MAY 1- MAY28 255 COI | 588.00 | 01621900 52253 | CONSULTANT | 100676 | |

| <u>VENDOR NAME</u> | <u>AMOUNT</u> | <u>ACCT #</u> | <u>ACCT DESCRIPTION</u> | <u>INVOICE</u> | <u>PO NUMBER</u> |
|--|------------------|----------------|-------------------------|---------------------|------------------|
| | <u>3,829.50</u> | | | | |
| CLARK BAIRD SMITH LLP | | | | | |
| GENERAL COURT-LABOR MAY 2011 | 2,834.70 | 01570000 52238 | LEGAL FEES | 12768 | |
| | <u>2,834.70</u> | | | | |
| CLARK'S #535 | | | | | |
| CLOTHALLOWLALLY | 134.99 | 01662400 53324 | UNIFORMS | 2889 | |
| | <u>134.99</u> | | | | |
| CLARKE ENRIVONMENTAL MOSQUITO MGMNT | | | | | |
| MOSQUITO MANAGEMENT | 4,805.25 | 01670100 52269 | MOSQUITO ABATEMENT | 6334197 | 20120006 |
| MOSQUITO MANAGEMENT | 4,805.25 | 01670100 52269 | MOSQUITO ABATEMENT | 6334452 | 20120006 |
| MOSQUITO MANAGEMENT | 8,325.00 | 01670100 52269 | MOSQUITO ABATEMENT | 6334445 | 20120006 |
| MOSQUITO MNGMT WAYNE | 8,325.00 | 01670100 52269 | MOSQUITO ABATEMENT | 6334193 | 20120006 |
| | <u>26,260.50</u> | | | | |
| COMED | | | | | |
| SERV FRM 04/20 - 05/20 | 263.10 | 06320000 52248 | ELECTRICITY | 6213120002 MAY/11 | |
| SERV FRM 4/20 - 5/20 | 129.68 | 01670600 52248 | ELECTRICITY | 6337409002 MAY/11 | |
| SERV FRM 4/20 - 5/20 | 577.36 | 04101500 52248 | ELECTRICITY | 2496057000 MAY/11 | |
| SERV FRM 4/21 - 5/20 | 36.98 | 04201600 52248 | ELECTRICITY | 2514004009 MAY/11 | |
| SERV FRM 4/22 - 5/23 | 75.94 | 06320000 52248 | ELECTRICITY | 0030086009 MAY/11 | |
| SERV FRM 4/22 - 5/23 | 80.95 | 06320000 52248 | ELECTRICITY | 3153036011 MAY/11 | |
| SERV FRM 4/22 - 5/23 | 131.35 | 06320000 52248 | ELECTRICITY | 6675448009 MAY/11 | |
| SERV FRM 4/22 -5/24 | 76.32 | 04101500 52248 | ELECTRICITY | 0291093117 MAY/11 | |
| SERV FRM 4/22 TO 5/23 | 89.72 | 01670600 52248 | ELECTRICITY | 08031550269MAY/11 | |
| SERV FRM 5/12 - 6/11 | 29.33 | 06320000 52248 | ELECTRICITY | 1083101009 MAY/11 | |
| SERV FROM 04/22 - 05/23 | 43.36 | 06320000 52248 | ELECTRICITY | 1043062112 MAY/11 | |
| SERV FROM 4/12 -5/12 | 25.26 | 01670600 52248 | ELECTRICITY | 6827721000 APRIL/11 | |
| SRV FRM 4/26 - 5/25 | 173.12 | 01670600 52248 | ELECTRICITY | 5838596003 MAY/11 | |
| | <u>1,732.47</u> | | | | |
| COMMUNICATIONS SUPPLY CORP | | | | | |
| CABLE | 62.00 | 01652800 53317 | OPERATING SUPPLIES | 4661036 | |
| CABLE | 154.00 | 01652800 53317 | OPERATING SUPPLIES | 4657683 | |
| | <u>216.00</u> | | | | |
| COMMUNITY CONSOLIDATED SCHOOL #93 | | | | | |
| DONATIONS MAY /2011 | 1,350.00 | 01 24411 | DEPOSIT SCHOOL D93 CASH | DONATINS MAY 2011 | |
| | <u>1,350.00</u> | | | | |
| COMPUSA | | | | | |
| USB-CASEINVESTIGATION | 109.99 | 01662400 53330 | INVESTIGATION FUND | E48301/401 | |

| <u>VENDOR NAME</u> | <u>AMOUNT</u> | <u>ACCT #</u> | <u>ACCT DESCRIPTION</u> | <u>INVOICE</u> | <u>PO NUMBER</u> |
|--|-----------------|----------------|----------------------------|----------------|------------------|
| | <u>109.99</u> | | | | |
| CONCEPT COMMERCIAL COMMUNICATIONS INC | | | | | |
| NEW GEOMELT MOTOR & PUMP | 803.95 | 01670200 53317 | OPERATING SUPPLIES | 21882 | |
| PARTS | 29.99 | 04201600 53317 | OPERATING SUPPLIES | 09001 | |
| RADIO LICENSE UPDATE | 200.00 | 01670100 52227 | RADIO MAINTENANCE | 151459 | |
| | <u>1,033.94</u> | | | | |
| COSMOS DESIGN DIRECT | | | | | |
| CLOTHALLOW F JONES | 56.00 | 01662400 53324 | UNIFORMS | 76610 | |
| | <u>56.00</u> | | | | |
| DAILY HERALD | | | | | |
| BID NOTICE | 28.00 | 01530000 52240 | PUBLIC NOTICES/INFOR | T4257963 | |
| PN11084 | 71.00 | 01530000 52240 | PUBLIC NOTICES/INFOR | T4258274 | |
| PN11097 | 160.00 | 01530000 52240 | PUBLIC NOTICES/INFOR | T4258277 | |
| PUBLIC NOT-FLOOD PLN | 84.00 | 11740000 55489 | MISCELLANEOUS CAP IMPR | T4255424 | |
| PUBLIC NOTICE-BUDGET | 48.00 | 01580000 52240 | PUBLIC NOTICES/INFORMATION | T4254931 | |
| | <u>391.00</u> | | | | |
| DAILY OFFICE PRODUCTS | | | | | |
| FRUSOLONE/NAMEPLATE | 36.96 | 01520000 53314 | OFFICE SUPPLIES | 230131 | |
| | <u>36.96</u> | | | | |
| DAVID G BAKER | | | | | |
| VLG BOARD MTG 6/6/11 TELECAST | 105.00 | 01650100 52253 | CONSULTANT | 060611 | |
| | <u>105.00</u> | | | | |
| DIAMOND SPEED PRODUCT | | | | | |
| BLADES | 418.06 | 01670500 53317 | OPERATING SUPPLIES | 23237 | |
| | <u>418.06</u> | | | | |
| DIANE WELLS | | | | | |
| IL SROA CONF PER DIEM MEALS | 144.00 | 01664700 52223 | TRAINING | 6/21-24 CONFR | |
| | <u>144.00</u> | | | | |
| DISCOVERY BENEFITS | | | | | |
| FLEX SPEND ADMIN -JUNE 2011 | 230.00 | 01600000 52273 | EMPLOYEE SERVICES | 254885 | |
| | <u>230.00</u> | | | | |
| DRIVERS LICENSE GUIDE COMPANY | | | | | |
| DL GUIDE | 80.80 | 01662700 53318 | REFERENCE MATERIALS | 587779 | |
| | <u>80.80</u> | | | | |
| DSW SHOEWAREHOUSE | | | | | |

| <u>VENDOR NAME</u> | <u>AMOUNT</u> | <u>ACCT #</u> | <u>ACCT DESCRIPTION</u> | <u>INVOICE</u> | <u>PO NUMBER</u> |
|--|-----------------|----------------|---------------------------|-----------------|------------------|
| CLOTHALLOW-RUDY FY10 | 109.95 | 01664700 53324 | UNIFORMS | 29201 | |
| | <u>109.95</u> | | | | |
| DUPAGE AUTO BATH | | | | | |
| CAR WASHES | 677.87 | 01662751 52212 | AUTO MAINTENANCE & REPAIR | JAN FEB MAR | |
| | <u>677.87</u> | | | | |
| DUPAGE CELLULAR COMM | | | | | |
| CELLPHONE ACCESSORIES | 89.57 | 01660100 53350 | SMALL EQUIPMENT EXPENSE | 10051338 | |
| CELLPHONEACCESSORIES | 64.98 | 01660100 53350 | SMALL EQUIPMENT EXPENSE | 10051337 | |
| CELLPHONEACCESSORIES | 47.98 | 01660100 53350 | SMALL EQUIPMENT EXPENSE | 51360 | |
| CELLPHONEACCESSORIES | 71.97 | 01662400 53350 | SMALL EQUIPMENT EXPENSE | 10051336 | |
| PHONE CASES | 89.97 | 01652800 52230 | TELEPHONE | 10051256 | |
| VEH CHRGR AND ACESSR | 63.97 | 01670100 52230 | TELEPHONE | 10051358 | |
| | <u>428.44</u> | | | | |
| DUPAGE CO CHILDRENS CTR | | | | | |
| CONTRIBUTION FOR DUPG CO CHIL | 4,000.00 | 01662400 53330 | INVESTIGATION FUND | JUL/11 - JUN/12 | |
| | <u>4,000.00</u> | | | | |
| DUPAGE COUNTY | | | | | |
| STRM WTR MNGMT PERMIT-SW WT | 1,014.00 | 04200100 54480 | CONSTRUCTION | APPL 11-00-0003 | |
| SW AREA WTR MN EXT PERMIT APF | 168.50 | 04200100 54480 | CONSTRUCTION | T 32672 | |
| | <u>1,182.50</u> | | | | |
| DUPAGE COUNTY ANIMAL CARE & CONTROL | | | | | |
| ANIMAL CARE COST 3/11 | 70.00 | 01662700 52249 | ANIMAL CONTROL | 293-16802 | |
| | <u>70.00</u> | | | | |
| DUPAGE COUNTY CLERK | | | | | |
| 09 & 10 WORKSHEETS FOR AUDITOI | 12.00 | 01580000 52233 | RECORDING FEES | R11-042 | |
| | <u>12.00</u> | | | | |
| DUPAGE MAYORS AND MANAGERS CONFERENC | | | | | |
| WRKSHP NEWLY OFFC FRUSOLONE | 10.00 | 01520000 52222 | MEETINGS | 6744 | |
| | <u>10.00</u> | | | | |
| EBAY INC | | | | | |
| EBAY LISTINGS 4/11 | 450.00 | 01664700 53317 | OPERATING SUPPLIES | 830019 4/30 | |
| | <u>450.00</u> | | | | |
| EJ EQUIPMENT INC | | | | | |
| SEALS FOR SWEEPER | 248.98 | 01696200 53354 | PARTS PURCHASED | 0044337 | |
| SHIFTER & INDICATOR | 126.16 | 01696200 53354 | PARTS PURCHASED | 0044331 | |

| <u>VENDOR NAME</u> | <u>AMOUNT</u> | <u>ACCT #</u> | <u>ACCT DESCRIPTION</u> | <u>INVOICE</u> | <u>PO NUMBER</u> |
|----------------------------------|-----------------|----------------|----------------------------|------------------|------------------|
| | <u>375.14</u> | | | | |
| FEDEX | | | | | |
| FLIR CAMERA SHIPMENT | 144.40 | 01662400 53330 | INVESTIGATION FUND | 747488464 | |
| | <u>144.40</u> | | | | |
| FLOOD BROTHERS DISPOSAL | | | | | |
| YARD WASTE STICKERS | 800.00 | 01 14120 | YARD WASTE STICKERS | 2273267 | |
| YARD WASTE STICKERS 4/26 | 2,000.00 | 01 14120 | YARD WASTE STICKERS | 2271736 | |
| YARD WASTES STICKER 5/13/11 | 2,000.00 | 01 14120 | YARD WASTE STICKERS | 2278198 | |
| | <u>4,800.00</u> | | | | |
| GAT GUNS | | | | | |
| HONORGUARDBLANKS | 72.85 | 01662700 53317 | OPERATING SUPPLIES | 620184 | |
| | <u>72.85</u> | | | | |
| GLENBARD NORTH HIGH #87 | | | | | |
| DONATIONS MAY /2011 | 375.00 | 01 24408 | DEPOSIT SCHOOL 87 CASH | MAY/11 DONATIONS | |
| | <u>375.00</u> | | | | |
| GORDON FLESCH COMPANY INC | | | | | |
| COPIES 3/23-4/25 | 135.43 | 01662600 52226 | OFFICE EQUIPMENT MAINTENAN | OZR574 | |
| REC COPR 2/28-3/28 | 111.97 | 01662600 52226 | OFFICE EQUIPMENT MAINTENAN | OZ3663 | |
| | <u>247.40</u> | | | | |
| GREEN TEE LAWN CARE | | | | | |
| WEED CONTRL DY LILLY | 71.00 | 01680000 52244 | MAINTENANCE & REPAIR | 246077 | |
| WEED CONTROL 4/26 | 346.00 | 01680000 52244 | MAINTENANCE & REPAIR | 246081 | |
| | <u>417.00</u> | | | | |
| GUN DEALER ONLINE LLC | | | | | |
| RANGE SUPPLIES | 1,862.25 | 01662700 53322 | EMERGENCY EQUIPMENT | SO-004384 | |
| | <u>1,862.25</u> | | | | |
| HD SUPPLY WATERWORKS | | | | | |
| DISCHARGE HOSE | 91.00 | 04201600 53317 | OPERATING SUPPLIES | 2903273 | |
| HYD WRENCH | 61.75 | 04201600 53316 | TOOLS | 2850480 | |
| | <u>152.75</u> | | | | |
| HOBBY LOBBY | | | | | |
| DRUG INVESTIGATION | 8.99 | 01664700 53330 | INVESTIGATION FUND | 1841 | |
| | <u>8.99</u> | | | | |
| HOME DEPOT | | | | | |
| CHARGER CT BLDG PRTS | 60.94 | 04201600 53317 | OPERATING SUPPLIES | 0286914 | |

| <u>VENDOR NAME</u> | <u>AMOUNT</u> | <u>ACCT #</u> | <u>ACCT DESCRIPTION</u> | <u>INVOICE</u> | <u>PO NUMBER</u> |
|---|-----------------|----------------|-------------------------|------------------|------------------|
| HYD PAINTG SUPPLIES | 250.40 | 04201600 53317 | OPERATING SUPPLIES | 09998915 | |
| KITCHEN APPLIANCES | 563.10 | 01670400 53350 | SMALL EQUIPMENT EXPENSE | 9717661 | |
| PAINT-PWK-COMPUTER RM | 30.41 | 01680000 53319 | MAINTENANCE SUPPLIES | 0281683 | |
| PARTS FOR #9 | 28.61 | 01696200 53354 | PARTS PURCHASED | 0189274 | |
| REST SUPPLIES | 4.96 | 01670400 53317 | OPERATING SUPPLIES | 0241281 | |
| SUPPLIES DOOR | 40.40 | 01696200 53317 | OPERATING SUPPLIES | 0215400 | |
| WOOD | 124.48 | 01670500 53317 | OPERATING SUPPLIES | 02179273 | |
| | <u>1,103.30</u> | | | | |
| IGFOA | | | | | |
| PENSION FND TRN BATEK | 30.00 | 01610100 52223 | TRAINING | 6/22/11 | |
| | <u>30.00</u> | | | | |
| IRMA | | | | | |
| MAY MONTHLY DEDUCTIBLE | 3,132.61 | 01650100 52215 | INSURANCE DEDUCTIBLES | 10686 | |
| | <u>3,132.61</u> | | | | |
| ILEAS | | | | | |
| ILEAS ANNUAL DUES | 100.00 | 01660100 52234 | DUES & SUBSCRIPTIONS | 1170 | |
| | <u>100.00</u> | | | | |
| ILLINOIS CITY COUNTY MANAGEMENT ASSN | | | | | |
| MEMB RNWL BREINIG | 383.00 | 01590000 52234 | DUES & SUBSCRIPTIONS | 2011 | |
| | <u>383.00</u> | | | | |
| ILLINOIS MUNICIPAL LEAGUE | | | | | |
| ELECTED OFF FRUSOLONE | 50.00 | 01520000 52222 | MEETINGS | 6/30/11 | |
| ELECTED OFF MELODY | 50.00 | 01580000 52222 | MEETINGS | 06/30/11 | |
| | <u>100.00</u> | | | | |
| ILLINOIS SECRETARY OF STATE | | | | | |
| NOTARY COMM RENEWAL | 10.00 | 01662600 52234 | DUES & SUBSCRIPTIONS | LISA LAKE NOTARY | |
| | <u>10.00</u> | | | | |
| ILLINOIS TRUCK ENFORCEMENT ASSN | | | | | |
| ITEA MEMBER-CREDIT | -25.00 | 01662300 52234 | DUES & SUBSCRIPTIONS | 2011 DUES CR | |
| ITEA MEMBERSHIP CSPD | 100.00 | 01662300 52234 | DUES & SUBSCRIPTIONS | 2011 DUES | |
| | <u>75.00</u> | | | | |
| INTERNET PURCHASE MASTERCARD | | | | | |
| CAMERA BATTERY | 22.75 | 01650100 53314 | OFFICE SUPPLIES | 375997 | |
| HANDS FREE CELLSPKRS | 142.13 | 01662700 53317 | OPERATING SUPPLIES | F57765100101 | |
| POWER SUPPLY ADAPTER | 26.73 | 01650100 53314 | OFFICE SUPPLIES | 39435 | |
| SWAT EQUIPT BULLERI | 250.40 | 01662700 53324 | UNIFORMS | 821555 | |

| <u>VENDOR NAME</u> | <u>AMOUNT</u> | <u>ACCT #</u> | <u>ACCT DESCRIPTION</u> | <u>INVOICE</u> | <u>PO NUMBER</u> |
|---|-----------------|----------------|-------------------------|----------------|------------------|
| TRAINING VIDEOS | 90.00 | 01662700 52223 | TRAINING | 0524-3633 | |
| | 532.01 | | | | |
| J C PENNY | | | | | |
| CLOTH ALLOW LALLY | 14.99 | 01662400 53324 | UNIFORMS | 5063 | |
| CLOTH ALLOW LALLY | 79.96 | 01662400 53324 | UNIFORMS | 0145 | |
| | 94.95 | | | | |
| J F AHERN CO | | | | | |
| FIRE EXTING. INSPECT | 51.00 | 01660100 53317 | OPERATING SUPPLIES | 69127-711060 | |
| FIRE INSP FRM HS 4/12 | 690.00 | 01680000 52244 | MAINTENANCE & REPAIR | 69127-71106A | |
| FIRE INSPEC VLG 4/12 | 740.00 | 01680000 52244 | MAINTENANCE & REPAIR | 69127-71106C | |
| FIRE INSPEC-TC 4/12 | 890.00 | 01680000 52244 | MAINTENANCE & REPAIR | 69127-71106B | |
| | 2,371.00 | | | | |
| J G UNIFORMS INC | | | | | |
| CLOTHALLOWLALLY | 152.00 | 01662400 53324 | UNIFORMS | 15200 | |
| | 152.00 | | | | |
| JAM PACKAGING | | | | | |
| OFFICE SUPPLIES | 49.26 | 01613000 53314 | OFFICE SUPPLIES | 25423 | |
| | 49.26 | | | | |
| JCM UNIFORMS | | | | | |
| SWAT GEAR BULLERI | 69.17 | 01662700 53324 | UNIFORMS | 652903 | |
| | 69.17 | | | | |
| JEWEL-OSCO | | | | | |
| VOLUNTEER SUPPLIES | 41.94 | 01664700 53325 | COMMUNITY RELATIONS | 0072104 | |
| | 41.94 | | | | |
| JOE COTTON FORD | | | | | |
| LOCK ASSEMBLY | 69.00 | 01696200 53354 | PARTS PURCHASED | 293342 | |
| | 69.00 | | | | |
| KEYSTONE MANUFACTURING & SUPPLY CO | | | | | |
| SS EYE HOOKS | 449.63 | 01670600 53317 | OPERATING SUPPLIES | 131649 | |
| | 449.63 | | | | |
| L E A DATA TECHNOLOGIES | | | | | |
| SOFTWARE UPGRADE | 40.00 | 01660100 52223 | TRAINING | 08-0201-05 | |
| | 40.00 | | | | |
| LA POLICE GEAR | | | | | |
| SWAT GEAR BULLERI | 99.99 | 01662700 53324 | UNIFORMS | 1167263 | |

| <u>VENDOR NAME</u> | <u>AMOUNT</u> | <u>ACCT #</u> | <u>ACCT DESCRIPTION</u> | <u>INVOICE</u> | <u>PO NUMBER</u> |
|-----------------------------------|---------------|----------------|-------------------------|----------------|------------------|
| SWATGEARBULLERIBCKORD | 275.00 | 01662700 53324 | UNIFORMS | 1167263A | |
| | <u>374.99</u> | | | | |
| LENS ACE HARDWARE #426 | | | | | |
| WTR BOOTS | 36.99 | 04201600 53324 | UNIFORMS | 152431/1 | |
| | <u>36.99</u> | | | | |
| LIVE VIEW GPS INC | | | | | |
| MONTHLY FEE-MAY 2011 | 79.90 | 01662400 53330 | INVESTIGATION FUND | 3600979499 | |
| | <u>79.90</u> | | | | |
| LOWE'S HOME CENTERS | | | | | |
| BUSHES- VLG HALL | 104.94 | 01680000 53319 | MAINTENANCE SUPPLIES | 20015 | |
| CC BUILDING | 27.76 | 04201600 53317 | OPERATING SUPPLIES | 02011 | |
| MAINTENANCE SUPPLIES | -4.74 | 01680000 53319 | MAINTENANCE SUPPLIES | 17976CR | |
| MAINTENANCE SUPPLIES | 4.74 | 01680000 53319 | MAINTENANCE SUPPLIES | 10500 | |
| PAINT TC FOUNTAIN | 51.82 | 01680000 52219 | TC MAINTENANCE | 14260 | |
| PLUGS SPRINKLER SYSTM | 7.76 | 01680000 53319 | MAINTENANCE SUPPLIES | 10512 | |
| ROPE/STALKS | 126.81 | 01670400 53317 | OPERATING SUPPLIES | 10016 | |
| ROUND UP TWN CTR SUPP | 45.76 | 01680000 52219 | TC MAINTENANCE | 14333 | |
| | <u>364.85</u> | | | | |
| MACY'S | | | | | |
| CLOTH ALLOW LALLY | 45.90 | 01662400 53324 | UNIFORMS | 71892470 | |
| | <u>45.90</u> | | | | |
| MATTHEW RUDELICH | | | | | |
| IL SROA CONF PER DIEM MEALS | 144.00 | 01664700 52223 | TRAINING | CONF 6/21-24 | |
| | <u>144.00</u> | | | | |
| MCCANN INDUSTRIES | | | | | |
| CAULK-TC FOUNTAIN | 115.78 | 01680000 52219 | TC MAINTENANCE | 01282278 | |
| | <u>115.78</u> | | | | |
| MEADE ELECTRIC COMPANY INC | | | | | |
| LIES/KUHN RD APRIL/11 | 150.00 | 06320000 52244 | MAINTENANCE & REPAIR | 650412 | |
| | <u>150.00</u> | | | | |
| MINUTEMAN PRESS | | | | | |
| BUDGET COVERS | 155.65 | 01610100 53315 | PRINTED MATERIALS | 31941 | |
| BUDGET SUPPLIES | 10.50 | 01610100 53315 | PRINTED MATERIALS | 32033 | |
| FRUSOLONE/BUS. CARDS | 38.12 | 01520000 53315 | PRINTED MATERIALS | 31774 | |
| FRUSOLONE/NOTE PADS | 141.63 | 01520000 53315 | PRINTED MATERIALS | 31775 | |
| MAIL LABELS | 137.65 | 01650100 53315 | PRINTED MATERIALS | 31914 | |

| <u>VENDOR NAME</u> | <u>AMOUNT</u> | <u>ACCT #</u> | <u>ACCT DESCRIPTION</u> | <u>INVOICE</u> | <u>PO NUMBER</u> |
|------------------------------|-----------------|----------------|-------------------------|----------------|------------------|
| PATROL HANDBOOKS | 284.09 | 01662700 53315 | PRINTED MATERIALS | 31181 | |
| PERMIT APPLICATION | 354.50 | 01643700 53315 | PRINTED MATERIALS | 31982 | |
| V LOPEZ BUSINESS CARD | 38.12 | 01660100 53315 | PRINTED MATERIALS | 31907 | |
| | <u>1,160.26</u> | | | | |
| MORONI LAW OFFICES | | | | | |
| PROF SERVICES FOR APRIL 2011 | 2,605.00 | 01570000 52235 | LEGAL FEES-PROSECUTION | APRIL 2011 | |
| | <u>2,605.00</u> | | | | |
| MR SITCO | | | | | |
| WATER MTR READS-5/11 | 1,629.00 | 04103100 52221 | UTILITY BILL PROCESSING | 201172 | 20120003 |
| WATER MTR READS-5/11 | 1,629.00 | 04203100 52221 | UTILITY BILL PROCESSING | 201172 | 20120003 |
| | <u>3,258.00</u> | | | | |
| N E M R T | | | | | |
| PHOTO KOTNAUR/RAINEY | 70.00 | 01662700 52223 | TRAINING | 144270 | |
| | <u>70.00</u> | | | | |
| NAPA AUTO CENTER | | | | | |
| ADAPTER | 27.58 | 01696200 53317 | OPERATING SUPPLIES | 120261 | |
| AIR FILTER | 62.06 | 01696200 53354 | PARTS PURCHASED | 115790 | |
| BRAKE HOSE | 16.39 | 01696200 53354 | PARTS PURCHASED | 121220 | |
| BRAKE ROTORS | 226.88 | 01696200 53354 | PARTS PURCHASED | 117080 | |
| BRAKE ROTORS | 275.20 | 01696200 53354 | PARTS PURCHASED | 116241 | |
| BRAKES | 386.28 | 01696200 53354 | PARTS PURCHASED | 121084 | |
| BRK MSTR CYCLR | 84.25 | 01696200 53354 | PARTS PURCHASED | 117085 | |
| BULB | 1.96 | 01696200 53354 | PARTS PURCHASED | 115681 | |
| CORE DEPOSIT | -38.90 | 01696200 53354 | PARTS PURCHASED | 114289 | |
| DUST CAP | 5.70 | 01696200 53354 | PARTS PURCHASED | 121719 | |
| F150 FORD TRK PRTS | 260.91 | 01696200 53354 | PARTS PURCHASED | 120292 | |
| HALOGEN BULB | 6.19 | 01696200 53354 | PARTS PURCHASED | 114790 | |
| OIL FILTER | 30.72 | 01696200 53354 | PARTS PURCHASED | 117101 | |
| OIL SEALER | 11.86 | 01696200 53354 | PARTS PURCHASED | 121102 | |
| OXYGEN SENSOR | 73.76 | 01696200 53354 | PARTS PURCHASED | 116580 | |
| PARTS | 177.56 | 01696200 53354 | PARTS PURCHASED | 119292 | |
| PRESSURE HOSE | 26.28 | 01696200 53354 | PARTS PURCHASED | 118672 | |
| RTN PART | -44.00 | 01696200 53354 | PARTS PURCHASED | 119391 | |
| RTN PARTS | -124.31 | 01696200 53354 | PARTS PURCHASED | 121772 | |
| WTR PUMP | 116.98 | 01696200 53354 | PARTS PURCHASED | 114040 | |
| ZINC PRI | 6.82 | 01696200 53354 | PARTS PURCHASED | 117286 | |
| | <u>1,590.17</u> | | | | |

NEOPOST LEASING

| <u>VENDOR NAME</u> | <u>AMOUNT</u> | <u>ACCT #</u> | <u>ACCT DESCRIPTION</u> | <u>INVOICE</u> | <u>PO NUMBER</u> |
|--|-----------------|----------------|----------------------------|--------------------|------------------|
| LEASE 6/11 | 422.44 | 01650100 52226 | OFFICE EQUIPMENT MAINTENAN | N2479183 | |
| | <u>422.44</u> | | | | |
| NEXTEL COMMUNICATIONS | | | | | |
| SERV FRM 04/24 - 05/23 | 22.70 | 01642100 52230 | TELEPHONE | 760300514-112 | |
| SERV FRM 04/24 - 05/23 | 22.93 | 01643700 52230 | TELEPHONE | 760300514-112 | |
| SERV FRM 04/24 - 05/23 | 46.08 | 01680000 52230 | TELEPHONE | 760300514-112 | |
| SERV FRM 04/24 - 05/23 | 55.51 | 01600000 52230 | TELEPHONE | 760300514-112 | |
| SERV FRM 04/24 - 05/23 | 58.12 | 01662500 52230 | TELEPHONE | 760300514-112 | |
| SERV FRM 04/24 - 05/23 | 61.39 | 01610100 52230 | TELEPHONE | 760300514-112 | |
| SERV FRM 04/24 - 05/23 | 91.86 | 01622200 52230 | TELEPHONE | 760300514-112 | |
| SERV FRM 04/24 - 05/23 | 105.81 | 01652800 52230 | TELEPHONE | 760300514-112 | |
| SERV FRM 04/24 - 05/23 | 123.84 | 01662700 52230 | TELEPHONE | 760300514-112 | |
| SERV FRM 04/24 - 05/23 | 137.80 | 01620100 52230 | TELEPHONE | 760300514-112 | |
| SERV FRM 04/24 - 05/23 | 140.00 | 01662300 52230 | TELEPHONE | 760300514-112 | |
| SERV FRM 04/24 - 05/23 | 141.78 | 04201600 52230 | TELEPHONE | 760300514-112 | |
| SERV FRM 04/24 - 05/23 | 156.62 | 01650100 52230 | TELEPHONE | 760300514-112 | |
| SERV FRM 04/24 - 05/23 | 170.55 | 01650100 52230 | TELEPHONE | 760300514-112 | |
| SERV FRM 04/24 - 05/23 | 175.99 | 01662400 52230 | TELEPHONE | 760300514-112 | |
| SERV FRM 04/24 - 05/23 | 184.86 | 01664700 52230 | TELEPHONE | 760300514-112 | |
| SERV FRM 04/24 - 05/23 | 207.59 | 01670100 52230 | TELEPHONE | 760300514-112 | |
| SERV FRM 04/24 - 05/23 | 304.87 | 01660100 52230 | TELEPHONE | 760300514-112 | |
| | <u>2,208.30</u> | | | | |
| NICOR GAS | | | | | |
| SERV FRM 05/09 THRU 06/07 | 52.14 | 04201600 52277 | HEATING GAS | 13-81-12-1000 7MAY | |
| SERV FRM 4/6 TO 5/9 | 70.94 | 04201600 52277 | HEATING GAS | 13-81-12-10007APRL | |
| | <u>123.08</u> | | | | |
| NMI | | | | | |
| VEH STK FEES 5/1/11 | 14.20 | 01610100 52256 | BANKING SERVICES | 247506377 | |
| VEH STK FEES 5/2-5/11 | 51.00 | 01610100 52256 | BANKING SERVICES | 247544416 | |
| | <u>65.20</u> | | | | |
| NORTHEASTERN ILLINOIS PUBLIC SAFETY | | | | | |
| SUPV TRNG PAGLIA 4/7/11 | 75.00 | 01670100 52223 | TRAINING | 7662 | |
| | <u>75.00</u> | | | | |
| NORTHWESTERN UNIVERSITY | | | | | |
| SPP LUCAS TRAINING | 900.00 | 01662700 52223 | TRAINING | 27526 | |
| | <u>900.00</u> | | | | |
| NOTARIES ASSOCIATION OF ILL INC | | | | | |

| <u>VENDOR NAME</u> | <u>AMOUNT</u> | <u>ACCT #</u> | <u>ACCT DESCRIPTION</u> | <u>INVOICE</u> | <u>PO NUMBER</u> |
|--|-----------------|----------------|-------------------------|----------------|------------------|
| NOTARY RENEWAL COMMISSION | 38.00 | 01662600 52234 | DUES & SUBSCRIPTIONS | LISA LAKE | |
| | <u>38.00</u> | | | | |
| OCE IMAGISTICS INC | | | | | |
| PWC COPR 04/1-4/30 | 19.62 | 01670100 52231 | COPY EXPENSE | 415847944 | |
| | <u>19.62</u> | | | | |
| OFFICE DEPOT | | | | | |
| CALCULATOR (JEB) | 39.69 | 01590000 53314 | OFFICE SUPPLIES | 563064716-1 | |
| OFFC SUPPL -RECORDS | 35.28 | 01662600 53314 | OFFICE SUPPLIES | 561555381001 | |
| OFFC SUPPL -RECORDS | 147.52 | 01662600 53314 | OFFICE SUPPLIES | 562374681001 | |
| OFFC SUPPL RECORDS | -135.03 | 01662600 53314 | OFFICE SUPPLIES | 564449423001 | |
| OFFC SUPPL-WTR | 25.05 | 04200100 53314 | OFFICE SUPPLIES | 562496131 | |
| OFFICE SUPPL-PWKS | 45.52 | 01670100 53314 | OFFICE SUPPLIES | 563265473 | |
| OFFICE SUPPL-PWKS | 55.00 | 01670100 53314 | OFFICE SUPPLIES | 562496131 | |
| OFFICE SUPPLIES | 6.90 | 01613000 53314 | OFFICE SUPPLIES | 562072079001 | |
| OFFICE SUPPLIES | 19.19 | 01613000 53314 | OFFICE SUPPLIES | 562071924001 | |
| OFFICE SUPPLIES | 20.33 | 01620100 53314 | OFFICE SUPPLIES | 564169562 | |
| OFFICE SUPPLIES | 21.36 | 01620100 53314 | OFFICE SUPPLIES | 564705137 | |
| OFFICE SUPPLIES BLDG | 49.04 | 01612900 53314 | OFFICE SUPPLIES | 562071924001 | |
| PAMPHLET DISPLAY | 47.81 | 01643700 53314 | OFFICE SUPPLIES | 56336654488 | |
| | 33.00 | 01650100 53314 | OFFICE SUPPLIES | 562019211001 | |
| | <u>410.66</u> | | | | |
| OKEH ELECTRIC COMPANY | | | | | |
| KUHN PAS -HSP REPAIR | 715.00 | 04201600 52244 | MAINTENANCE & REPAIR | 9180 | |
| | <u>715.00</u> | | | | |
| P & G KEENE ELECTRICAL REBUILDERS LLC | | | | | |
| #82 TARP MOTOR | 131.81 | 01696200 53354 | PARTS PURCHASED | 336547 | |
| REGULATOR | 201.20 | 01696200 53354 | PARTS PURCHASED | 336494 | |
| | <u>333.01</u> | | | | |
| P & M MERCURY MECHANIC | | | | | |
| ECONOMIZER BOARD | 1,705.00 | 01680000 52244 | MAINTENANCE & REPAIR | 61362 | |
| HVAC EQ MTC 5/11-7/11 | 720.00 | 01680000 52244 | MAINTENANCE & REPAIR | 61287 | |
| | <u>2,425.00</u> | | | | |
| PAMBINA IMPEX | | | | | |
| SS WIRE RETURN | -11.00 | 01670600 53317 | OPERATING SUPPLIES | 2875CR | |
| SS WIRE ROPE | 483.00 | 01670600 53317 | OPERATING SUPPLIES | 2875 | |
| | <u>472.00</u> | | | | |
| PESI SEMINARS | | | | | |

| <u>VENDOR NAME</u> | <u>AMOUNT</u> | <u>ACCT #</u> | <u>ACCT DESCRIPTION</u> | <u>INVOICE</u> | <u>PO NUMBER</u> |
|--------------------------------------|-----------------|----------------|---------------------------|----------------|------------------|
| MCNAMARA TRNG 6/29 | 79.00 | 01662500 52223 | TRAINING | 60225 | |
| | <u>79.00</u> | | | | |
| PHOENIX IRRIGATION SUPPLY INC | | | | | |
| MTC SUPPLIES-DY LILLY | 61.26 | 01680000 53319 | MAINTENANCE SUPPLIES | 53052 | |
| | <u>61.26</u> | | | | |
| POMPS TIRE SERVICE | | | | | |
| EAGLE -TIRES | 466.00 | 01696200 53354 | PARTS PURCHASED | 393082 | |
| TIRES | 413.68 | 01696200 53354 | PARTS PURCHASED | 393060 | |
| | <u>879.68</u> | | | | |
| PORTER LEE CORPORATION | | | | | |
| EVIDENCE SUPPLIES | 1,042.00 | 01662400 53317 | OPERATING SUPPLIES | 10384 | |
| | <u>1,042.00</u> | | | | |
| POWER CELL BATTERY | | | | | |
| 12V BATTERY | 21.00 | 04201600 53317 | OPERATING SUPPLIES | 193449 | |
| 12V BATTERY | 21.00 | 04201600 53317 | OPERATING SUPPLIES | 193450 | |
| | <u>42.00</u> | | | | |
| PROSAFETY | | | | | |
| PAINT | 38.40 | 04101500 53332 | SEWER SYSTEM SUPPLIES | 2/263310 | |
| PAINT | 97.20 | 04201600 53317 | OPERATING SUPPLIES | 2/693310 | |
| | <u>135.60</u> | | | | |
| RADCO COMMUNICATIONS INC | | | | | |
| 645-REPAIR OPTICON | 46.05 | 01664700 52212 | AUTO MAINTENANCE & REPAIR | 76508 | |
| 673-INSTALL NEW COBAN | 691.15 | 01662700 52212 | AUTO MAINTENANCE & REPAIR | 76481 | |
| 673-REPLACE STROBE | 51.36 | 01662700 52212 | AUTO MAINTENANCE & REPAIR | 76501 | |
| 674- SWITCH/PA MIC | 103.20 | 01662700 52212 | AUTO MAINTENANCE & REPAIR | 76501 | |
| 674-INSTALL NEW COBAN | 820.95 | 01662700 52212 | AUTO MAINTENANCE & REPAIR | 76501 | |
| 675-INSTALL NEW COBAN | 820.95 | 01662700 52212 | AUTO MAINTENANCE & REPAIR | 76445 | |
| 676-INSTALL NEW COBAN | 820.95 | 01662700 52212 | AUTO MAINTENANCE & REPAIR | 76445 | |
| 676-REPAIR OPTICON | 30.00 | 01662700 52212 | AUTO MAINTENANCE & REPAIR | 76445 | |
| 677-INSTALL NEW COBAN | 820.95 | 01662700 52212 | AUTO MAINTENANCE & REPAIR | 76445 | |
| 682-INSTALL NEW COBAN | 691.15 | 01662700 52212 | AUTO MAINTENANCE & REPAIR | 76508 | |
| PW BASE REPROGRAM | 60.00 | 01660100 52227 | RADIO MAINTENANCE | 76508 | |
| REPAIR SLIDE SWITCH | 40.00 | 01662700 52212 | AUTO MAINTENANCE & REPAIR | 76555 | |
| | <u>4,996.71</u> | | | | |
| RAY O'HERRON CO | | | | | |
| 40 CAL S&W AMMUNITION | 380.00 | 01662700 53321 | AMMUNITION | 0032816-IN | |
| CJ-PANTS | 73.90 | 01662700 53324 | UNIFORMS | 35530 | |

| <u>VENDOR NAME</u> | <u>AMOUNT</u> | <u>ACCT #</u> | <u>ACCT DESCRIPTION</u> | <u>INVOICE</u> | <u>PO NUMBER</u> |
|---|-----------------|----------------|-------------------------|----------------|------------------|
| CLOTH ALLOW - CHACON | 159.95 | 01662400 53324 | UNIFORMS | 0037279 | |
| DUMOULIN-SHOE | 81.95 | 01660100 53324 | UNIFORMS | 36090 | |
| ESTRADA-BELT | 37.15 | 01662700 53324 | UNIFORMS | 35828 | |
| M.KONIOR-PANT | 38.95 | 01662600 53324 | UNIFORMS | 35554 | |
| OC AND TRAINING EQUIP | 1,577.50 | 01662700 52223 | TRAINING | 0020538 | |
| ORR-BOOTS | 62.95 | 01660100 53324 | UNIFORMS | 35494 | |
| ORR-SHOE | 84.95 | 01660100 53324 | UNIFORMS | 36097 | |
| PECE-SHIRT,BOOTS | 179.60 | 01662700 53324 | UNIFORMS | 35547 | |
| SAILER-PANTS | 73.90 | 01660100 53324 | UNIFORMS | 35826 | |
| WALKER-PANT,BOOT | 164.85 | 01662700 53324 | UNIFORMS | 35827 | |
| | <u>2,915.65</u> | | | | |
| RESTAURANT-MASTERCARD | | | | | |
| RECYCLING MEETING | 12.94 | 01590000 52222 | MEETINGS | 907 | |
| | <u>12.94</u> | | | | |
| SEARS HARDWARE | | | | | |
| EQUIPMENT BAGS | 259.87 | 01662700 53317 | OPERATING SUPPLIES | 11725422188 | |
| RETURN UNIFORM | -119.97 | 01622200 53324 | UNIFORMS | 11725224399 | |
| UNIFORM PANTS | 119.97 | 01622200 53324 | UNIFORMS | 4399 | |
| UNIFORM PANTS-INSPECT | 224.94 | 01622200 53324 | UNIFORMS | 11725234175 | |
| | <u>484.81</u> | | | | |
| SERVICE COMPONENTS INC | | | | | |
| BOLTS | 96.11 | 01696200 53354 | PARTS PURCHASED | 75245 | |
| FLAT WASHER | 9.26 | 01696200 53354 | PARTS PURCHASED | 74756 | |
| LOCK NUTS | 19.95 | 01696200 53354 | PARTS PURCHASED | 73974 | |
| | <u>125.32</u> | | | | |
| SIGN A RAMA | | | | | |
| CONCERT BANNERS | 338.00 | 01750000 52288 | CONCERT SERIES | 35248 | |
| DECALS | 122.50 | 04201600 53317 | OPERATING SUPPLIES | 35129 | |
| | <u>460.50</u> | | | | |
| SIKICH LLP | | | | | |
| AUDIT SERVICES FOR FY11 | 3,600.00 | 01520000 52237 | AUDIT FEES | 129400 | |
| | <u>3,600.00</u> | | | | |
| SPRINT PCS EXPERTS OF BLOOMINGDALE | | | | | |
| CELL PHONE CHARGERS | 224.95 | 01660100 53350 | SMALL EQUIPMENT EXPENSE | 9583 | |
| CELL PHONE OTTERBOX | 79.98 | 01660100 53350 | SMALL EQUIPMENT EXPENSE | 9570 | |
| | <u>304.93</u> | | | | |
| SQUEEGEE BROS INC | | | | | |

| <u>VENDOR NAME</u> | <u>AMOUNT</u> | <u>ACCT #</u> | <u>ACCT DESCRIPTION</u> | <u>INVOICE</u> | <u>PO NUMBER</u> |
|---|-----------------|----------------|-------------------------|----------------|------------------|
| CERT SHIRTS | 345.00 | 01664700 53325 | COMMUNITY RELATIONS | SBCSCRT11 | |
| | <u>345.00</u> | | | | |
| STEINER ELECTRIC COMPANY | | | | | |
| ASCO REBUILT KT | 125.90 | 04201600 53317 | OPERATING SUPPLIES | S003624653 | |
| | <u>125.90</u> | | | | |
| SUNRISE CHEVROLET | | | | | |
| MODULE KIT-TAHOE | 301.39 | 01696200 53354 | PARTS PURCHASED | 755408 | |
| | <u>301.39</u> | | | | |
| SUPERMERCADOS LA CHIQUITA | | | | | |
| FOOD-INVESTIGATION | 7.69 | 01662400 53330 | INVESTIGATION FUND | 228 5/18 | |
| | <u>7.69</u> | | | | |
| TEAM SALES | | | | | |
| FRUSOLONE/EMBROIDERY | 10.00 | 01520000 53314 | OFFICE SUPPLIES | 15112 | |
| | <u>10.00</u> | | | | |
| TEMPERATURE EQUIPMENT CORP | | | | | |
| MODULE CONTROL | 1,251.69 | 01680000 52244 | MAINTENANCE & REPAIR | 2776050 | |
| RETURN MODULE CONTROL | -1,251.69 | 01680000 52244 | MAINTENANCE & REPAIR | 2776050CR | |
| | <u>0.00</u> | | | | |
| TERRACE SUPPLY COMPANY | | | | | |
| CYC RNTL 4/1 -4/30 | 28.50 | 01696200 52264 | EQUIPMENT RENTAL | 902428 | |
| | <u>28.50</u> | | | | |
| THE MENS WEARHOUSE INC | | | | | |
| CLOTH ALLOW -CUMMINGS | 142.39 | 01664700 53324 | UNIFORMS | 46191437038 | |
| CLOTHALLOW CUMMINGS | 132.48 | 01664700 53324 | UNIFORMS | 46191437039 | |
| CREDIT -CUMMINGS CLOTH ALLW | -142.39 | 01664700 53324 | UNIFORMS | 46191437038CR | |
| | <u>132.48</u> | | | | |
| THE SANDBAGGER CORPORATION | | | | | |
| SANDBAGGING MACHINE | 5,191.00 | 01670600 54412 | OTHER EQUIPMENT | 2629 | 20120014 |
| | <u>5,191.00</u> | | | | |
| THE UPS STORE | | | | | |
| STAINLES STL SHG CHRG | 29.48 | 01670600 53317 | OPERATING SUPPLIES | 90396943752 | |
| | <u>29.48</u> | | | | |
| THIRD MILLENIU ASSOCIATES INCORPORATEE | | | | | |
| UTILITY BILL PROCESSING MAY 201 | 1,111.46 | 04103100 52221 | UTILITY BILL PROCESSING | 13617 | 20120004 |
| UTILITY BILL PROCESSING MAY 201 | 1,111.46 | 04203100 52221 | UTILITY BILL PROCESSING | 13617 | 20120004 |

| <u>VENDOR NAME</u> | <u>AMOUNT</u> | <u>ACCT #</u> | <u>ACCT DESCRIPTION</u> | <u>INVOICE</u> | <u>PO NUMBER</u> |
|----------------------------------|-----------------|----------------|----------------------------|----------------|------------------|
| UTILITY BILL PROCESSING-MAY 201 | 225.00 | 04103100 52221 | UTILITY BILL PROCESSING | 13618 | 20120004 |
| UTILITY BILL PROCESSING-MAY 201 | 225.00 | 04203100 52221 | UTILITY BILL PROCESSING | 13618 | 20120004 |
| WATER QUALITY BILL INSERT | 1,597.61 | 04200100 52240 | PUBLIC NOTICES/INFORMATION | 13617A | |
| | <u>4,270.53</u> | | | | |
| THOMSON WEST | | | | | |
| IL STATUE 05/05/11- 06/04/11 | 396.00 | 01580000 53315 | PRINTED MATERIALS | 822996113 | |
| | <u>396.00</u> | | | | |
| THYSENDRUPP ELEVATOR CORP | | | | | |
| ELV MTC 5/1-7/31 | 553.88 | 01680000 52244 | MAINTENANCE & REPAIR | 872883 | |
| | <u>553.88</u> | | | | |
| TITAN SUPPLY INC | | | | | |
| MTC SUPPLIES | 791.00 | 01680000 53320 | JANITORIAL SUPPLIES | 3139 | |
| | <u>791.00</u> | | | | |
| TOTAL STAFFING SOLUTIONS | | | | | |
| D DENT 4/11-4/17 | 720.00 | 01670100 52253 | CONSULTANT | 15012767 | |
| D DENT 4/18 - 4/24 | 720.00 | 01670100 52253 | CONSULTANT | 15012781 | |
| D DENT 4/25 - 5/1 | 360.00 | 01670100 52253 | CONSULTANT | 15012802 | |
| D DENT 5/2 - 5/8 | 360.00 | 01670100 52253 | CONSULTANT | 15012826 | |
| D DENT 5/9 -5/13 | 360.00 | 01670100 52253 | CONSULTANT | 15012850 | |
| | <u>2,520.00</u> | | | | |
| TRANS UNION LLC | | | | | |
| MONTHLYFEE APRIL 2010 | 45.00 | 01662400 53330 | INVESTIGATION FUND | 4101001 | |
| | <u>45.00</u> | | | | |
| TRAVEL-MASTERCARD | | | | | |
| WELLS/RUDELICH6/21-24 | 651.42 | 01664700 52223 | TRAINING | 16621601888 | |
| | <u>651.42</u> | | | | |
| U S POST OFFICE | | | | | |
| POSTAGE - EVIDENCE | 10.35 | 01662400 53317 | OPERATING SUPPLIES | 39 | |
| POSTAGE - EVIDENCE | 11.10 | 01662400 53317 | OPERATING SUPPLIES | 666 | |
| SHPPG CHRG SS WIRE RT | 10.95 | 01670600 53317 | OPERATING SUPPLIES | 100400375258 | |
| | <u>32.40</u> | | | | |
| UNIFIRST CORPORATION | | | | | |
| GARG RAGS 4/26 | 55.59 | 01696200 53317 | OPERATING SUPPLIES | 690319 | |
| RAGS 05/03 | 42.89 | 01670100 53317 | OPERATING SUPPLIES | 692321 | |
| RAGS 4/26 | 42.89 | 01670100 53317 | OPERATING SUPPLIES | 690319 | |
| RAGS GARAGE 5/03 | 55.59 | 01696200 53317 | OPERATING SUPPLIES | 692321 | |

| <u>VENDOR NAME</u> | <u>AMOUNT</u> | <u>ACCT #</u> | <u>ACCT DESCRIPTION</u> | <u>INVOICE</u> | <u>PO NUMBER</u> |
|----------------------------|-----------------|----------------|-------------------------|----------------|------------------|
| TOWELS 5/10 | 42.89 | 01670100 53317 | OPERATING SUPPLIES | 694318 | |
| TOWELS 5/10 | 55.59 | 01696200 53317 | OPERATING SUPPLIES | 694318 | |
| TOWELS 5/17 | 42.89 | 01670100 53317 | OPERATING SUPPLIES | 696323 | |
| TOWELS 5/17 | 55.59 | 01696200 53317 | OPERATING SUPPLIES | 696323 | |
| UNIFORMS 05/03 | 23.11 | 04200100 52267 | UNIFORM CLEANING | 692321 | |
| UNIFORMS 05/03 | 26.45 | 01670100 52267 | UNIFORM CLEANING | 692321 | |
| UNIFORMS 05/03 | 42.43 | 01696200 52267 | UNIFORM CLEANING | 692321 | |
| UNIFORMS 4/26 | 26.45 | 01670100 52267 | UNIFORM CLEANING | 690319 | |
| UNIFORMS 5/10 | 23.11 | 04200100 52267 | UNIFORM CLEANING | 694318 | |
| UNIFORMS 5/10 | 26.45 | 01670100 52267 | UNIFORM CLEANING | 694318 | |
| UNIFORMS 5/10 | 44.43 | 01696200 52267 | UNIFORM CLEANING | 694318 | |
| UNIFORMS 5/17 | 23.11 | 04200100 52267 | UNIFORM CLEANING | 696323 | |
| UNIFORMS 5/17 | 26.45 | 01670100 52267 | UNIFORM CLEANING | 696323 | |
| UNIFORMS 5/17 | 42.43 | 01696200 53354 | PARTS PURCHASED | 696323 | |
| UNIFORMS GARG 4/26 | 42.43 | 01696200 52267 | UNIFORM CLEANING | 690319 | |
| UNIFORMS WTR 4/26 | 23.11 | 04200100 52267 | UNIFORM CLEANING | 690319 | |
| | 763.88 | | | | |
| UNITED LABORATORIES | | | | | |
| BASELINE CONCRETE | 255.00 | 01670400 53317 | OPERATING SUPPLIES | 10772 | |
| SOLAR SOLVENT | 519.06 | 01670400 53317 | OPERATING SUPPLIES | 10200 | |
| | 774.06 | | | | |
| USA BLUE BOOK | | | | | |
| BOOTS | 185.00 | 04201600 53324 | UNIFORMS | 387036 | |
| LADDER-MBT | 208.95 | 04201600 53317 | OPERATING SUPPLIES | 396740 | |
| LOCATOR/PROBE | 820.00 | 04201600 53350 | SMALL EQUIPMENT EXPENSE | 387036 | |
| PIPE LOCATOR | 103.88 | 01670300 53316 | TOOLS | 380051 | |
| PROBES | 260.00 | 01696200 53354 | PARTS PURCHASED | 388790 | |
| | 1,577.83 | | | | |
| VERIZON WIRELESS | | | | | |
| MAR 14- APR 13 | 75.98 | 01664700 52230 | TELEPHONE | 2558723132 | |
| MAR 14- APR 13 | 151.96 | 01662300 52230 | TELEPHONE | 2558723132 | |
| MAR 14- APR 13 | 189.95 | 01660100 52230 | TELEPHONE | 2558723132 | |
| MAR 14- APR 13 | 759.80 | 01662700 52230 | TELEPHONE | 2558723132 | |
| SURCHARGES | 0.68 | 01660100 52230 | TELEPHONE | 2558723132 | |
| | 1,178.37 | | | | |
| WAL MART | | | | | |
| EVIDENCE SUPPLIES | 10.32 | 01662400 53317 | OPERATING SUPPLIES | 00517 | |
| MTC SUPPLIES | 4.76 | 01680000 53319 | MAINTENANCE SUPPLIES | 08755 | |
| PANTS-UNIFORM | 18.47 | 01680000 53324 | UNIFORMS | 08755 | |

| <u>VENDOR NAME</u> | <u>AMOUNT</u> | <u>ACCT #</u> | <u>ACCT DESCRIPTION</u> | <u>INVOICE</u> | <u>PO NUMBER</u> |
|---|--------------------------|----------------|-------------------------|----------------|------------------|
| | <u>33.55</u> | | | | |
| WE GROW DREAMS | | | | | |
| FLOWERS VLG HALL | 95.94 | 01680000 53319 | MAINTENANCE SUPPLIES | 10-1192 | |
| | <u>95.94</u> | | | | |
| WESTMORE SUPPLY CO | | | | | |
| SIDEWALK/CONCRETE BIRCHBARK | 840.00 | 06320000 53338 | CONCRETE | R73010 | |
| | <u>840.00</u> | | | | |
| WHOLESALE DIRECT INC | | | | | |
| FLASH TUBE | 35.14 | 01696200 53354 | PARTS PURCHASED | 185549 | |
| | <u>35.14</u> | | | | |
| WIRELESS EMPORIUM.COM | | | | | |
| CAR CHARGER | 12.35 | 01652800 52230 | TELEPHONE | 1070692 | |
| | <u>12.35</u> | | | | |
| WORKPLACE SYSTEMS INC | | | | | |
| WORK TABLE | 889.24 | 01662400 53350 | SMALL EQUIPMENT EXPENSE | 35033 | |
| | <u>889.24</u> | | | | |
| WYSE TECHNOLOGY INC | | | | | |
| POCKET CLOUD | 14.99 | 01652800 52255 | SOFTWARE MAINTENANCE | 1305931175 | |
| | <u>14.99</u> | | | | |
| XEROX CAPITAL SERVICES LLC | | | | | |
| LEASE 5/11 | 1,670.24 | 01650100 52231 | COPY EXPENSE | 054661887 | |
| | <u>1,670.24</u> | | | | |
| ZIEBELL WATER SERVICE PRODUCTS INC | | | | | |
| HYD STEM | 260.00 | 04201600 53317 | OPERATING SUPPLIES | 212319 | |
| | <u>260.00</u> | | | | |
| ZIEGLERS ACE HARWARE | | | | | |
| KEY RINGS/TAG FOR CAR | 10.87 | 01662700 53317 | OPERATING SUPPLIES | G96005F | |
| PRTS IRRIG-DAY LILLY | 4.49 | 01680000 53319 | MAINTENANCE SUPPLIES | G95708/F | |
| VOLUNTEER SUPPLIES | 14.98 | 01664700 53325 | COMMUNITY RELATIONS | G95548/F | |
| | <u>30.34</u> | | | | |
| | <u><u>250,313.02</u></u> | | | | |

The preceding list of bills payable totaling \$250,313.02 was received and approved for payment.

Approved:

Date:

Robert Mellor
Robert Mellor, Acting Village Manager

6/17/11

Authorized By:

Frank Saverino, Sr., Mayor

Beth Melody, Village Clerk

Date: _____

AGENDA ITEM
K-2 6.20-11

ADDENDUM WARRANTS
June 7, 2011 thru June 20, 2011

| Fund | Check # | Vendor | Description | Amount |
|---------------|---------|------------------|---------------------------------------|-------------------|
| General | A C H | Charter One Bank | Payroll May 30, 2011 to June 11, 2011 | 436,976.00 |
| Water & Sewer | A C H | Charter One Bank | Payroll May 30, 2011 to June 11, 2011 | 28,530.32 |
| General | A C H | Ill Funds | I P B C for May 2011 | 205,927.76 |
| Water & Sewer | A C H | Ill Funds | I P B C for May 2011 | <u>16,286.48</u> |
| | | | | <u>687,720.56</u> |

Approved this _____ day of _____, 2011

By: _____
Frank Saverino Sr - Mayor

Beth Melody - Village Clerk

AGENDA ITEM

L-4 6-20-11

VILLAGE OF CAROL STREAM REVENUE / EXPENDITURE STATEMENT FOR 1 MONTH ENDED MAY 31, 2011

| FUND | REVENUE | | | EXPENDITURES | | | NET MONTHLY REV.- EXPEND. |
|-----------------------|-------------------|------------------|------------------|-------------------|------------------|------------------|------------------------------|
| | BUDGET | MONTH | Y.T.D. | BUDGET | MONTH | Y.T.D. | |
| GENERAL CORPORATE | 20,084,500 | 1,978,162 | 1,978,162 | 20,219,690 | 1,375,005 | 1,375,005 | 603,157 |
| WATER & SEWER O/M | 7,191,070 | 554,148 | 554,148 | 12,188,001 | 438,475 | 438,475 | 115,673 |
| MOTOR FUEL TAX | 1,058,000 | 84,476 | 84,476 | 512,500 | 0 | 0 | 84,476 |
| CAPITAL PROJECTS FUND | 1,832,000 | 34,861 | 34,861 | 4,338,000 | 0 | 0 | 34,861 |
| GENEVA CROSSING - TIF | 430,500 | 12 | 12 | 370,735 | 0 | 0 | 12 |
| TOTAL | 30,596,070 | 2,651,659 | 2,651,659 | 37,628,926 | 1,813,480 | 1,813,480 | 838,179 |

FISCAL BASIS

| RECEIVED/MONTH | | RECEIVED/YEAR-TO-DATE | |
|----------------|-------|-----------------------|-------|
| FY 11 | FY 12 | FY 11 | FY 12 |

| | | | | |
|------------------------|---------|---------|---------|-----------|
| SALES TAX | 354,794 | 367,382 | 354,794 | 367,382 |
| HOME RULE SALES TAX | 126,045 | 199,228 | 126,045 | 199,228 |
| ELECTRICITY USE TAX | 130,854 | 129,057 | 130,854 | 129,057 |
| TELECOMMUNICATIONS TAX | 135,776 | 129,453 | 135,776 | 129,453 |
| NATURAL GAS USE TAX | 40,159 | 53,750 | 40,159 | 53,750 |
| INCOME TAX | 402,602 | 378,988 | 402,602 | 378,988 * |

| BILLINGS/MONTH | | BILLINGS/YEAR-TO-DATE | |
|----------------|-------|-----------------------|-------|
| FY 11 | FY 12 | FY 11 | FY 12 |

| | | | | |
|-------|---------|---------|---------|---------|
| WATER | 301,673 | 328,531 | 301,673 | 328,531 |
| SEWER | 176,776 | 177,298 | 176,776 | 177,298 |

* The State is presently 4 months in arrears on vouchered income tax payments.

**VILLAGE OF CAROL STREAM
BALANCE SHEET**

May 31, 2011

| FUND | CASH | INVESTMENTS | OTHER ASSETS | TOTAL ASSETS | LIABILITIES | ADJ.FUND BAL. | LIAB. & EQUITY |
|------------------------|---------------------|----------------------|----------------------|-----------------------|---------------------|----------------------|-----------------------|
| GENERAL CORPORATE | 3,072,360.87 | 14,169,396.41 | 2,666,713.61 | 19,908,470.89 | 1,567,212.38 | 18,341,258.51 | 19,908,470.89 |
| WATER & SEWER | 2,890,889.58 | 14,475,419.10 | 41,639,118.03 | 59,005,426.71 | 5,992,725.55 | 53,012,701.16 | 59,005,426.71 |
| MOTOR FUEL TAX | 1,615.19 | 1,853,193.11 | (0.00) | 1,854,808.30 | 29,706.89 | 1,825,101.41 | 1,854,808.30 |
| CAPITAL PROJECTS FUND | 0.00 | 19,241,537.96 | 3,289.11 | 19,244,827.07 | 362,124.54 | 18,882,702.53 | 19,244,827.07 |
| GENEVA CROSSING - TIF* | 1,503,438.55 | 0.00 | 0.00 | 1,503,438.55 | 0.00 | 1,503,438.55 | 1,503,438.55 |
| TOTAL | 7,468,304.19 | 49,739,546.58 | 44,309,120.75 | 101,516,971.52 | 7,951,769.36 | 93,565,202.16 | 101,516,971.52 |

* Funds invested in Wells Fargo Bank money market fund.