

Village of Carol Stream

BOARD MEETING

AGENDA

SEPTEMBER 6, 2011

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

A. ROLL CALL AND PLEDGE OF ALLEGIANCE:

B. MINUTES:

1. Approval of the Minutes of August 15, 2011 Board Meeting.
2. Approval of the Special Meeting Minutes of August 25, 2011 Board Meeting.

C. AUDIENCE PARTICIPATION & PUBLIC HEARINGS:

1. Public Hearing: Amendment to the McCaslin Park Annexation Agreement.
The Carol Stream Park District wishes to amend the agreement in order to be reimbursed for the cost of constructing an extension to the Village's water system, to pay the resident rate for Village sewer and water services, and to maintain existing well and septic systems for the mini-golf operation.
2. Proclamation Designating September 2011 As Prostate Cancer Awareness Month.
3. Proclamation In Observance of the 10th Anniversary of the Attacks of September 11, 2001.
4. Proclamation Designating September 2011 as Disaster Preparedness Month.

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. #11201 – 148 N. Gary LLC – 148-186 N. Gary Avenue
Variation – Sign Code
RECOMMENDED APPROVAL SUBJECT TO CONDITIONS (6-0)
Gary Avenue Corridor Review
APPROVED SUBJECT TO CONDITIONS (6-0)
Request for zoning approvals for improvements to the Gary At North Center shopping plaza.

Village of Carol Stream

BOARD MEETING

AGENDA

SEPTEMBER 6, 2011

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

- b. #11210 – Walgreen’s, Inc. – 540 N. Schmale Road
Variation – Zoning Code
RECOMMENDED APPROVAL SUBJECT TO CONDITIONS (6-0)
Request for zoning approval to display propane storage tanks in front of the building.
- c. #11215 – Temple-Inland Corporation – 139 Fullerton Avenue
Amendment to Special Use Permit – Outdoor Activities and Operations
Amendment to Special Use Permit – Structure Exceeding 50 Feet in Height
RECOMMENDED APPROVAL SUBJECT TO CONDITIONS (5-0-1).
Gary Avenue Corridor Review
APPROVED SUBJECT TO CONDITIONS (5-0-1)
Changes to zoning requests previously approved for the redevelopment of the Temple-Inland property.

F. OLD BUSINESS:

G. STAFF REPORTS & RECOMMENDATIONS:

1. Request for Approval of an Easement Encroachment at 289 El Paso Lane.
The property owner, Marc Talavera, seeks approval of an easement encroachment in order to place a new shed nearer to his rear fence.
2. Motion for Approval of Emergency Expenditure for Tree Trimming and Removal Services Related to Storm Damage -- Ciosek Tree Service, Inc. in the Amount of \$33,170.00.
A Motion authorizing payment to Ciosek Tree Service, Inc. for Emergency Tree Trimming and Removal Service in the amount of \$33,170.
3. Motion to Approve Purchase of Two Public Works Replacement Vehicles off of State Bid.
A motion authorizing the purchase of a 2012 Ford F550 cab and chassis with dump body, plow, spreader and pre-wetting system at a cost of \$60,692.66 and the purchase of a 2011 Ford Escape at a cost of \$21,912 from Currie Motors through the Suburban Purchasing Cooperative.
4. Sanitary Sewer Flow Monitoring Project Results
Presentation of Sanitary Sewer Flow Monitoring Report.

Village of Carol Stream

BOARD MEETING

AGENDA

SEPTEMBER 6, 2011

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

5. Shop Carol Stream Program.
Interim Report detailing initial program elements for a Shop Local program.

H. ORDINANCES:

1. Ordinance No. _____, Authorizing the Execution of a First Amendment to an Annexation Agreement (McCaslin Park-27W650 North Avenue). *See C1.*
2. Ordinance No. _____, Granting a Variation from the Carol Stream Zoning Code to Allow for the Outdoor Storage and Display of Merchandise in the B-2 General Retail Zoning District (Walgreens Pharmacy, 540 N. Schmale Road). *See E1b.*
3. Ordinance No. _____, Approving an Amendment to a Special Use Permit to Allow Outdoor Activities and Operations and An Amendment to Variation for Landbanked Parking in the I Industrial District (Temple-Inland Corporation, 139 Fullerton Avenue). *See E1c.*
4. Ordinance No. _____, Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Decreasing the Number of Class C Liquor Licenses from 19 to 18 (S&K Brothers, Inc. dba S&K Liquors).
5. Ordinance No. _____, Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Increasing the Number of Class C Liquor Licenses from 18 to 19 (INTK, Inc. dba S&K Liquor).

I. RESOLUTIONS:

1. Resolution No. _____, Accepting a Grant of Storm Water Management and Conveyance Easement – 795 Kimberly Road, American NTA Bearing. *This item is the acceptance of a grant of easement for storm water management and conveyance as required by the DuPage County Countywide Storm Water Management and Flood Plain Ordinance.*
2. Resolution No. _____, for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code – 2011 Crackfilling Project. *A resolution to IDOT is required to appropriate \$142,650.00 in Motor Fuel Tax funds for the 2011 Crackfillng Project.*

Village of Carol Stream

BOARD MEETING

AGENDA

SEPTEMBER 6, 2011

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

3. Resolution No. _____, Accepting a Grant of Temporary Construction Easement and Permanent Public Water Main Easement. *This item is acceptance of a grant of temporary construction easement and permanent public water main easement from School District 25 for the South West Water Main Extension Project.*
4. Resolution No. _____, Accepting Public Improvements (Easton Park Subdivision – Phase I). *This item is the acceptance of subdivision improvements in the Easton Park Townhome Subdivision, Phase I contingent upon receipt of the one year maintenance security.*
5. Resolution No. _____, Declaring Surplus Property Owned by the Village of Carol Stream. *The Police Department is requesting two seized cars and a seized golf cart be declared surplus property.*

J. NEW BUSINESS:

1. Motion Authorizing the Mayor to Execute A Grant Agreement with DCEO in the amount of \$350,000 and Designating Director of Public Works Phil Modaff as Authorized Designee for the Village. *Authorization to execute a grant agreement that will result in the replacement of 60-65 street lights in the Western Trails and Spring Valley subdivisions with energy efficient LED lighting.*
2. Tax Increment Financing (TIF) Redevelopment Plan. *Announcement of the availability of the draft TIF Redevelopment Plan for the proposed North Avenue/Schmale Road TIF District at the Municipal Center in the Village Clerk's Office.*
3. Appointments to the Plan Commission/Zoning Board of Appeals. *Recommendation to appoint James Joseph and David Creighton to fill two vacant, unexpired terms.*
4. Request from the Western DuPage Special Recreation Association (WDSRA) for a Waiver of Building Permit Fee. *WDSRA has requested approval from the Village Board for a waiver of the permit fee for a new shed being constructed as an Eagle Scout project.*

Village of Carol Stream

BOARD MEETING

AGENDA

SEPTEMBER 6, 2011

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

5. Request from DuPage County for a Waiver of Building Permit Fees.
DuPage County Program Coordinator Brian Morrow has requested approval from the Village Board for a waiver of the permit fees for improvements to the property at 143 Thunderbird Trail, being done under the County's assistance programs.
6. Sound Amplification Permit – Request for Fee Waiver.
The Outreach Community Center is holding their Fiesta Latina Event on September 16, 2011 and is requesting a waiver of the \$25 permit fee.
7. Sound Amplification Permit Request for Fee Waiver.
Spring Trail Elementary PTO is holding a 5K Run Fundraiser on October 23, 2011.
8. Raffle License Approval and Fee Waiver Request.
The Carol Stream Rotary Club is holding their Fido Run Walk on September 18, 2011 and is requesting a waiver of the raffle license fee.

K. PAYMENT OF BILLS:

1. Regular Bills:
2. Addendum Warrants:

L. REPORT OF OFFICERS:

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

M. EXECUTIVE SESSION:

N. ADJOURNMENT:

LAST ORDINANCE: 2011-08-26

LAST RESOLUTION: 2544

NEXT ORDINANCE: 2011-08-27

NEXT RESOLUTION: 2545

AGENDA ITEM

B-1 9-6-11

08-15-2011 VB

REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES

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

August 15, 2011

Mayor Pro Tem, Matt McCarthy 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: Trustees Mary Frusolone, Tony Manzzullo, Don Weiss, Greg Schwarze and Matt McCarthy
Absent: Mayor Frank Saverino, Sr. and Trustee Pam Fenner
Also Present: Village Manager Joe Breinig, Assistant Village Manager Bob Mellor, Village Attorney Jim Rhodes, Assistant Village Attorney Jason Guisinger and Village Clerk Beth Melody

MINUTES:

Trustee Weiss moved and Trustee Manzzullo made the second to approve the Regular Board Meeting Minutes of August 1, 2011 and the Executive Session Meeting Minutes of June 6, 2011. The results of the roll call vote were as follows:

Ayes: 5 Trustees Frusolone, Manzzullo, Weiss, Schwarze and McCarthy
Nays : 0
Absent: 2 Mayor Saverino and Trustee Fenner

AUDIENCE PARTICIPATION AND PUBLIC HEARINGS:

Recognition of Engineering Intern – Thomas Heidrich

Director of Engineering Services Jim Knudsen and the Village Board recognized the services of Engineering Intern Thomas Heidrich who provided volunteer services to the Village over the summer.

CONSENT AGENDA:

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

Ayes: 5 Trustees Frusolone, Manzzullo, Weiss, Schwarze and McCarthy
Nays : 0
Absent: 2 Mayor Saverino and Trustee Fenner

Trustee Manzzullo 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: 5 Trustees Frusolone, Manzzullo, Weiss, Schwarze and McCarthy
Nays : 0

Absent: 2 Mayor Saverino and Trustee Fenner

1. Final Payment – WRC Contract for Period Ending April 30, 2011
2. Award of Contract – Tree Removal Services
3. Revision to Garage Supervisor Job Title
4. Amendment to Authorized Public Works Staffing Level
5. Resolution No. **2543**, Declaring Surplus Property Owned by the Village of Carol Stream
6. Resolution No. **2544**, Approving Release of Certain Executive Session Minutes of the Mayor and Board of Trustees of the Village of Carol Stream
7. Request from Demar Logistics for approval of a temporary special use for trailer storage
8. Payment of Regular & Addendum Warrant of Bills
9. Treasurer's Report: Revenue/Expenditure Statement and Balance Sheet, Month End, July 31, 2011.

Trustee Schwarze moved and Trustee Frusolone 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: 5 Trustees Frusolone, Manzzullo, Weiss, Schwarze and McCarthy

Nays : 0

Absent: 2 Mayor Saverino and Trustee Fenner

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

Final Payment – WRC Contract for Period Ending April 30, 2011:

The Village Board concurred with the staff recommendation to make final payment to CH2M Hill for operation and management of the Water Reclamation Center for the period September 1, 2010 through April 30, 2011, in the amount of \$76,188.11.

Award of Contract – Tree Removal Services:

The Village Board concurred with the staff recommendation to Enter into a Three-Year Contract (years two and three at Village option) with Ciosek Tree Service for Tree Removal and Stump Grinding Services in the Amount of \$58,000 for Year One, \$58,000 for Year Two and \$58,000 for Year Three.

Revision to Garage Supervisor Job Title:

The Village Board concurred with the staff recommendation to change the Garage Supervisor to Garage and Facilities Supervisor to include responsibility for facilities in Public Works.

Amendment to Authorized Public Works Staffing Level:

The Village Board concurred with the staff recommendation to hire a Public Works Employee III (PWEIII) to offset vacancies due to employee injury and illness.

Resolution No. 2543, Declaring Surplus Property Owned by the Village of Carol Stream:

The Village Board approved Resolution No. 2543, Declaring Surplus Property Owned by the Village of Carol Stream authorizing disposal/recycling of a number of pieces of obsolete computer and peripheral equipment in the Finance Department.

Resolution No. 2544, Approving Release of Certain Executive Session Minutes of the Mayor and Board of Trustees of the Village of Carol Stream:

The Village Board approved Resolution No. 2544, Approving Release of the following Executive Session Minutes of the Mayor and Board of Trustees of the Village of Carol Stream.

January 16, 2007
February 5, 2007
February 20, 2007
April 2, 2007
May 21, 2007
July 2, 2007
August 6, 2007
August 20, 2007
October 15, 2007
December 17, 2007
February 19, 2008
September 15, 2008
June 15, 2009
July 5, 2009
November 2, 2009
December 21, 2009
July 6, 2010
July 19, 2010
September 7, 2010
March 7, 2011
March 21, 2011

Request from Demar Logistics for approval of a temporary special use for trailer storage:

Trustee Weiss questioned whether there would be enough parking at this site if the remainder of the building partially leased by Demar Logistics were to be leased to another tenant. Community Development Director Bob Glees stated the Village Board would be granting a temporary waiver of the requirements of the Village Code to allow the temporary storage of truck trailers at 500 Kehoe Boulevard for up to 120 days. Village Manager Joe Breinig stated the Village Board would be granting administrative relief for up to 120 days and is not approving a change in land use. Any conflicts between tenant uses would need to be resolved between the landlord and tenants. The Village Board approved Demar Logistics' request for temporary approval to store truck trailers at 500 Kehoe Boulevard.

Regular Bills and Addendum Warrant of Bills:

The Village Board approved the payment of the Regular Bills dated August 15, 2011 in the amount of \$805,534.31.

The Village Board approved the payment of the Addendum Warrant of Bills from August 2, 2011 - August 15, 2011 in the amount of \$704,844.02.

Treasurer's Report: Revenue/Expenditure Statement and Balance Sheet, Month End, July 31, 2011:

The Village Board received the Treasurer's Report: Revenue/Expenditure Statement and Balance Sheet, Month End, July 31, 2011.

Non - Consent Agenda Items:

Proposed "Shop Carol Stream" Program:

Trustee Schwarze Commented that local sales taxes are the Village's largest revenue source since the Village does not have a property tax. He stated he has been encouraging residents to support local businesses and shop Carol Stream since he took office over 4 years ago to increase this revenue and make Carol Stream a better place to live. Assistant to the Village Manager Christopher Oakley outlined the components of a "Shop Carol Stream" program including the Woodridge model which is a cooperative program with the chamber of commerce and the Lake in the Hills model which is independent of the chamber and run by the Village. Chris explained that the Carol Stream Chamber of Commerce was hesitant to fully support and maintain a site that only benefits some of its members since many of their business members are not located within Carol Stream. Chris stated that staff will have further information on the program at the September 6 Board meeting. The Village Board approved the concept of a "Shop Carol Stream" program and directed staff to proceed with the Lake in the Hills model.

Klein Creek & Thunderbird Creek Flow Obstructions:

Staff was directed by the Village Board to obtain quotes to have a contractor remove obstructions from private property along Klein and Thunderbird creeks.

Report of Officers:

Trustees Frusolone reminded residents of the upcoming Town Hall meeting with ComEd on August 25, 2011 at 7:00 p.m. at the College of DuPage facility on Kuhn Rd. She encouraged residents to come to the meeting to express their concerns and issues but not to come to pick a fight with ComEd. She also reminded residents that school will be starting again next week and to be especially careful of children going to or coming from school and those in designated school zones.

Trustee Manzullo thanked Mayor Saverino, Village Manager Breinig and staff for meeting with ComEd to coordinate the upcoming meeting with them. He closed by asking residents to pray for our troops and their families.

Trustee Weiss reminded residents of the 3rd Shape of Carol Stream broadcast scheduled for Wednesday, September 28 at 7:00 p.m. in the Village Hall Board Room and featuring 5 participating agencies: Village of Carol Stream, Carol Stream Public Library, and School Districts Benjamin #25, Community Consolidated School District 93 and West Chicago High School District 94. The program can also be viewed on the public access channels from Comcast or AT&T. The event is moderated by Itasca Bank & Trust who will be taking call-in or email questions to panel members.

Trustee Schwarze thanked Intern Tom Heinrich for his volunteer services to the community and Trustee McCarty for filling-in as Mayor Pro Tem. He closed by reminding residents to shop Carol Stream.

Village Attorney Rhodes stated that the Village closed on the first flood prone property and the next 2 will be closed this Friday. The Village will then proceed

with demolition of the homes on these properties. Village Attorney Rhodes stated that he has been receiving inquiries from other towns on Carol Stream's flood control efforts since publication of the Daily Herald article on the efforts the Village of Carol Stream took to reduce flooding in the Village. He commended the Mayor and Village Board for their actions which are being recognized by the newspaper and other communities.

Village Clerk Melody commented that Carol Stream was rated the 49th most desirable place in the US to live.

Manager Breinig stated the rating was for small towns of 8,500 to 50,000 people. The rating was not only for 49th in the nation but 1st in Illinois. The rescheduled concerts for New Invaders is Thursday August 18 and the Neverly Brothers on Monday August 22. We are pleased that U-46 has agreed to place a crossing guard at the intersection of Georgetown & Spring Valley Dr. The next Village Board meeting was re-scheduled for Tuesday September 6 in recognition of the Labor Day holiday.

Trustee McCarthy thanked staff for getting the U-46 crossing guard information to the Village Board so quickly which allowed the Village Board to address the issue early before the start of school. The food vendors for the next 2 concerts are Hot Spot hot dogs this Thursday and Augustino's Deli next Monday. Trustee McCarthy encouraged residents to attend the concerts. The Money magazine article on Carol Stream's 49th place ranking should be available in 3 weeks. He reminded children to also watch out for adult drivers who may not be paying attention to them and that motorists are required by law to stop for pedestrians at all crosswalks. The Youth Council is meeting at Culver's on Schmale this Wednesday at 7:00 p.m. He encouraged students who are interested to join the Council.

At 8:55 p.m. Trustee Schwarze moved and Trustee Manzzullo made the second to adjourn the meeting. The results of the roll call vote were as follows:

Ayes:	5	Trustees Frusolone, Manzzullo, Weiss, Schwarze and McCarthy
Nays :	0	
Absent:	2	Mayor Saverino and Trustee Fenner

FOR THE BOARD OF TRUSTEES

Frank Saverino, Sr. Mayor

Beth Melody, Village Clerk

AGENDA ITEM

B-2 9-6-11

08-25-2011 VB

~~SPECIAL MEETING OF THE MAYOR AND BOARD OF TRUSTEES~~

College of DuPage, Community Education Center, 500 N. Kuhn Rd., Carol Stream,
DuPage County, IL

August 25, 2011

Mayor Saverino, Sr., called the Special Meeting of the Board of Trustees to order at 7:00 p.m. and directed Village Clerk Beth Melody to call the roll.

Present: Trustees Mary Frusolone, Tony Manzzullo, Don Weiss, and Matt McCarthy

Absent: Trustees Pam Fenner and Greg Schwarze

Also Present: Village Manager Joe Breinig, Assistant Village Manager Bob Mellor, Assistant to the Village Manager, Christopher Oakley, Village Engineer, Jim Knudsen and Village Clerk Beth Melody

Mayor Saverino convened the meeting to allow Commonwealth Edison (ComEd) to present their Summer Storm & Restoration Efforts report to Carol Stream residents. Art Barsema, External Affairs Director and Bonita Parker, External Affairs Manager for ComEd introduced the ComEd staff stationed at information booths around the room including System Reliability, Vegetation Management, Rebate Programs, Energy Efficiency and Smart Grid/Meter System.

ComEd representatives presented information on the summer storms and their effect on the ComEd power grid and outages experienced by Carol Stream residents. Residents questioned ComEd on a variety of issues related to power outages in the Village. Residents were encouraged to meet individually with ComEd representatives to discuss their specific power outage issues.

The meeting adjourned at 8:48 p.m.

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

August 22, 2011

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

Present: Chairman Dave Michaelsen and Commissioners Dee Spink, Timothy McNally, Angelo Christopher, Ralph Smoot, and Frank Petella

Absent:

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

MINUTES:

Commissioner Spink moved and Commissioner Christopher made the second to approve the minutes of the meeting of July 25, 2011. The results of the roll call vote were:

Ayes: 5 Chairman Michaelsen and Commissioners Spink, Smoot, Christopher and McNally

Nays: 0

Abstain 1 Commissioner Petella

Absent: 0

PUBLIC HEARING:

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

**Case # 11201 148 N. Gary LLC - 148-186 Gary Avenue
Variation - Sign Code
Gary Avenue Corridor Review**

Chairman Michaelsen swore in the witness. Sheila Gross, 148 N. Gary, LLC, stated that 148 N. Gary LLC is requesting a variation to the sign code to allow a 12 foot sign and to ask permission to up grade the façade of the building, from a fiberboard to a heavy duty metal siding type of material. Shelia Gross asked the Plan Commission what color they would prefer the material to be evergreen or ivory. Shelia Gross stated that they are requesting a variation to the sign code because the current sign is about thirty years old and does not show any of the tenant names. The new sign they are requesting would be 12 feet in height and have all the tenant's names on the sign. All tenant names would be in the same font. The sign will also have the address of the center on it. The sign would also have a changeable message display to advertise specials that the tenants may have. Shelia Gross also stated that with the sign being 12 feet in height would help with the exposure on Gary Avenue.

Chairman Michaelsen asked Mr. Bastian for the staff report.

Assistant Community Development Director Don Bastian stated the applicant is requesting a Sign Code variation for height and Gary Avenue Corridor Review for the new ground sign and the proposed change in the building façade material. The height variance is to allow a 12 foot tall directory sign as opposed to the six feet sign that is allowed in the sign code. As shown in a picture in the staff report the current sign is small and does not advertise the tenants in the shopping center. They are allowed to have a ground directory sign of 96 square feet in area and six feet in height. The current sign is about 30 square feet and six feet in height. With respect to the sign height variation the Plan Commission has taken a pretty hard look at the sign height variation requests in the past and only has approved cases in which a clear hardship or unique situation has been demonstrated. Some examples of this are the ground signs at the Town Center, Holiday Inn and Direct Import Home Décor. In those cases the length of the property frontage, vehicular access and visibility limitations were all identified as being unique factors that resulted in those variations being approved by the Plan Commission. Staff believes the same conditions apply here. Staff does recommend approval of the sign code variance, with suggested conditions that are listed in the staff report. The applicant has agreed to all of the conditions listed. With respect to the Gary Avenue Corridor review for the sign one of the things staff tries to do when bringing ground signs to the Plan Commission is to identify some ways the applicant tries to adhere to the Corridor Regulations for material and appearance. Staff suggested that a masonry material be added to the sign base. The applicant expressed a limited budget and that adding masonry would not be feasible around the sign. Staff then suggested that new landscape material could be installed around the sign. With the addition of the landscaping staff supports the Gary Avenue Corridor Review of the sign. Staff will be working with the applicant on the final landscape plan. With regard to the Gary Avenue Corridor Review for the building façade, there is a photo in the staff report that shows the deteriorating fiberboard. The type of material the applicant would like to replace it with is a metal panel system similar to what is on the concession building at the Town Center. The specific color of the material is not addressed in the Gary Avenue Corridor regulations, the initial color specified in the application is evergreen, and Mr. Bastian stated that he would leave it up to the Plan Commission to decide on the color. Staff recommends approval for the Gary Avenue Corridor Review subject to conditions listed in the staff report.

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

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

Commissioner McNally stated the color evergreen would be fine and it will be a nice looking sign.

Commissioner Christopher wanted to know if the footings for the sign would be handled under permit.

Assistant Community Development Director Don Bastian stated that the footing would be handled under the permit.

Commissioner Smoot stated that he like the color red.

Commissioner Spink wanted to know if the full address would be on the sign, Commissioner Spink also stated that the evergreen color would be fine.

Sheila Gross stated that the full address would be on the sign.

Commissioner Petella had no questions and stated that whatever color the applicant decided would be fine.

Chairman Michaelsen stated that the evergreen color may be a problem with some of the tenants. Chairman Michaelsen wanted to know if the current sign was on the property line.

Assistant Community Development Director Don Bastian stated that the sign was setback five feet from the property line.

Commissioner Spink moved and Commissioner Christopher made the second to recommend approval of the request for the variation to the sign code subject to staff recommendations.

The results of the roll call vote were:

Ayes: 6 Chairman Michaelsen and Commissioners Spink, Smoot, Christopher, Petella and McNally

Nays: 0

Absent: 0

Chairman Michaelsen reminded the petitioner that the Plan Commission's recommendation would be forwarded to the Village Board at their next meeting on September 6, 2011, at which time the Board would take final action on the matter.

Case # 11210 Walgreens Inc. - 540 N. Schmale Road
Zoning Code - Outdoor Display of Merchandise

Chairman Michaelsen swore in the witness, William Cates.

William Cates stated that Walgreens is looking for a variation to the zoning code to allow outdoor merchandise display of cages that would store 36 propane tanks. Walgreens has had these cages for the past five years. This year Walgreens changed the supplier of the propane tanks to Blue Rhino. Blue Rhino wanted to check to make sure Walgreens was in compliance the all codes and that is when it was discovered there was not a variance for the tanks.

Chairman Michaelsen asked Mr. Bastian for the staff report. Assistant Community Development Director Don Bastian stated that in the business district you need to have a variance for merchandise displayed outside, as Mr. Cates mentioned that they have has this merchandise displayed for the past five years. Walgreens did go to the Village Board and ask for a temporary approval for a 120 day waiver provision and are now following up with the formal variation request. As shown in the staff report the cages are on the south side of the building, they store 36 propane tanks. Staffs main concerns are with appearance, safety concerns and pedestrian accessibility. Several factors that help screen the cages from view include the vehicle parking along the south side of the building and mature landscaping along Fullerton Avenue. Pedestrian accessibility will not be affected as the cages are less than three feet in depth and the existing sidewalk is 11 feet in width. From a safety standpoint the standard conditions from the Carol Stream Fire Protection District are listed in the staff report. Staff recommends approval of the variance subject to the conditions list in the staff report.

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

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

Commissioner Petella wanted to know if the petitioner was in compliance with the code even though they did not have a variance.

Assistant Community Development Director Don Bastian stated that they yes, Mr. Bastian also stated that he spoke with the Carol Stream Fire District and they have not had any violation in the annual inspection of the property.

Commissioners Spink, Smoot, McNally and Christopher did not have any questions.

Chairman Michaelsen wanted to know who would be responsible for dispensing the propane tanks to the consumer.

William Cates stated that a member of management or a trained employee would be dispensing the propane tanks.

Commissioner Smoot moved and Commissioner Christopher made the second to recommend approval of the request for variation to allow a Display of Outdoor Merchandise subject to staff recommendations.

The results of the roll call vote were:

Ayes: 6 Chairman Michaelsen and Commissioners Spink, Smoot, Christopher, Petella and McNally

Nays: 0

Absent: 0

Chairman Michaelsen reminded the petitioner that the Plan Commission's recommendation would be forwarded to the Village Board at their next meeting on September 6, 2011, at which time the Board would take final action on the matter.

**Case # 11215 Northern Builders/Temple Inland Corporation - 139 Fullerton Avenue
Amendment to Special Use - Outdoor Activities and Operations
Amendment to Variation - Land Banked Parking
Gary Avenue Corridor Review**

Chairman Michaelsen swore in the witness, Bradley Wood of Northern Builders.

Bradley Wood of Northern Builders stated that regarding the special use Temple Inland Corporation is back to make some changes to the plan that was previously approved by the Plan Commission, one of the changes is to take out the two story expansion of the building; Temple-Inland will still be remodeling the building and they will still be keeping the substantial number of employees that were originally planned for this facility. The trailer storage which is part of the special use will still be maintained on the east side of the property. The trailer storage that was to be against the east side of the building has been eliminated and is being converted back into car parking. There will be an addition of three truck docks and a compactor that will be screened with island and a landscape buffer. Under the land banked variance Temple-Inland has made a reduction in the car stalls, meeting the current code requirement for office, manufacturing and warehouse. Trying to utilize as much of the car parking that is currently there, we are eliminating some truck docks from the east side of the building and adding more parking spaces on the south side of the building in front of the office area. We have at the request of the Engineering Department widened the drives coming into the facility to comply with the current code. The Engineering Department is also asking that islands be added with landscaping to buffer the trailer stalls from the car parking. The need for a detention pond is still being determined by the Engineering Department and their consultants. The landscape plans comply with the Gary Avenue Corridor. Bradley Wood went over the interior plan for the building. Bradley Wood stated the exterior colors of the building would be the same as previously discussed. We feel once this project in complete it will have a fresh architectural feel to it.

Chairman Michaelsen asked Mr. Bastian for the staff report.

Assistant Community Development Director Don Bastian stated that the petitioner is asking for amendments to the approvals that were granted by the Plan Commission on June 27, 2011 and the Village Board on July 5, 2011. When Ordinance 2011-07-21 was approved it was for the special use for the trailer parking and the variation for the landbanked parking and the Gary Avenue Corridor review for the two story office addition. With ordinance being very specific to the exhibits and conditions, that is why Temple-Inland needs to come back to amend the ordinances. As stated in the petitioner presentation they are reducing the outdoor trailer parking from 48 to 34. They will still be screening the trailer parking with landscaping. Staff has no objections to the outdoor use for trailer parking. Regarding the landbanked parking Temple-Inland would provide 120 actual parking spaces and landbank 82, they have shown where they can provide all of spaces required by the zoning code if they would ever need them in the future. Staff recommends approval the amended landbanked parking variance. Regarding the Gary Avenue Corridor Review a lot of the improvements have been moved out of the 400 foot Corridor zone. The remodeled one story office is just outside the Corridor zone. Temple-Inland be doing high-end upgrades to the building, installing new landscaping and painting. Staff recommends approval of the amended to the Special Use, amended Landbanked and the revived Gary Avenue Corridor Review subject to the conditions in the staff report.

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

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

Commissioners Christopher, McNally, Petella, Spink and Smoot did not have any questions.

Chairman Michaelsen wanted to know if the existing parking would be replaced, would there be any storm water drainage for the parking lot or would it be sheet drained. Mr. Michaelsen also wanted to know if there had ever been any problem with water at the facility.

Mr. Bradley Wood said yes the parking lot would be replaced and it is sheet drained. Mr. Wood stated the only water problem they had was from the roof.

Commissioner Spink moved and Commissioner Smoot made the second to recommend approval of the request for Amendment to the Special Use Permit for Outdoor Activities and Operations, Amendment to the variation for Landbanked Parking and Gary Avenue Corridor Review subject to the staff recommendations.

The results of the roll call vote were:

Ayes: 5 Chairman Michaelsen, Commissioners Spink, Smoot, McNally and Petella
 Nays: 0
 Abstain 1 Commissioner Christopher
 Absent: 0

Chairman Michaelsen reminded the petitioner that the Plan Commission's recommendation would be forwarded to the Village Board at their next meeting on September 6, 2011, at which time the Board would take final action on the matter.

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

Ayes: 6 Chairman Michaelsen and Commissioners Spink, Smoot, Christopher, Petella and McNally
 Nays: 0
 Absent: 0

NEW BUSINESS:

Discussion to cancel the September 12, 2011, Plan Commission meeting.

Commissioner Smoot moved and Commissioner Spink made the second to recommend approval to cancel the September 12, 2011, Plan Commission meeting.

The results of the roll call vote were:

Ayes: 5 Chairman Michaelsen, Commissioners Spink, Christopher, Smoot and Petella
 Nays:
 Abstain 1 Commissioner McNally
 Absent: 0

Commissioner McNally stated he had a matter of new business with respect to the Bull Dog Ale House petition for adding a patio and increasing the number of customers by 42. The Staffs recommendation was denied by the Plan Commission and the petitioner appealed to the Village Board. The Village Board overrode the Plan Commission's recommendation with a comment made by the Village Attorney saying that because the fact that the original plan did not change therefore the case did not need to go back to the Plan Commission. I find that wrong because our objections was the insufficient parking and the increased customer parking demand by 42 customers. In my opinion this action has neutralized the scope, function and the total purpose of the Plan Commission and gives a bad, cloudy issue over the transparency of the Plan Commission and the village business in general. This was compounded further by the Village Attorney attending the Plan Commission meeting the two times the Bull Dog case was on the agenda. I found that to be reprehensible and it looks to me that it was a fix and I did not like it. The proof in the pudding is that we denied it and they got it through with a presentation by Pam Fenner, and the Village Attorney decision that the increase of 42 people customer base with an already overcrowded parking area had no significant change and did not require the Zoning Board / Plan Commission review. In the previous four years the Village Attorney never attended any of our meetings. I submit my resignation effective at the end of this meeting. I don't like being back-doored.

ADJOURNMENT:

At 8:15 p.m. Commissioner Spink moved and Commissioner Christopher 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 26th day of September, 2011.

 Chairman

Village of Carol Stream
Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

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

DATE: September 1, 2011

RE: **Agenda Item for the Village Board Meeting of September 6, 2011
First Amendment to the McCaslin Park Annexation Agreement**

PURPOSE

The purpose of this memorandum is to present the referenced amendment to the Village Board and recommend approval.

DISCUSSION

Attached are a copy of Ordinance No. 2010-01-01 authorizing the McCaslin Park preannexation agreement, and a copy of the Park District's proposed amendment to that agreement. The Carol Stream Park District expects to commence their improvement project at McCaslin Park this month, and wishes to bring Village sewer and water services to the park. Staff recently met with the Park District project team, and we identified the following issues associated with the desired utility connections:

Sanitary Service

There currently is no sanitary sewer in the immediate vicinity of the McCaslin Park property, and the Village has no plans to extend sanitary main into the Southwest Planning Area until such time as is warranted by development. Connection of the McCaslin Park sanitary service to the Village system will therefore be made at the nearest existing sanitary manhole, which is located at the intersection of North Avenue and Morton Road, to the east of McCaslin Park. This connection will be made as part of the Park District's project, and will require no modification to the Village facilities. This information is being provided as background for the Village Board; there is no change to the existing agreement being proposed with respect to the sanitary sewer service.

Water Service

The Village's water distribution system currently extends to the southeast corner of the McCaslin Park property, and the provision of water service will require an extension of the water main for approximately 400 feet along McCaslin Park's

North Avenue frontage. Although the Village's Southwest Water Main Extension Project will provide the necessary extension, the Village's project is not expected to commence in time to be available for service connection to the new McCaslin Park facilities. In order to accommodate the Park District's schedule, the proposed amendment would authorize the Park District to construct the necessary extension, per the Village's approved plans and specifications, and be reimbursed by the Village for the cost of such water main extension. Reimbursement would be for the cost of the water main extension only; the cost of construction of the water services to the McCaslin Park buildings would be borne by the Park District. Staff has been working with the Park District's project team with respect to coordinating this work, and we support the Park District's request.

Special Southwest Utility Construction Fee

Paragraph 7 of the current agreement specifies that the Park District will pay the Special Southwest Utility Construction Fee in the amount of \$1,296.31. The Village has given consideration for waiver of this fee on other projects on a case-by-case basis, and we have no objection to such waiver in this case. The fee is very small by comparison with other properties in the Southwest Planning Area, due to the low water usage of the park facilities.

Service Connection Fees

Paragraph 8 of the current agreement specifies that the Park District will pay the connection fees for the water and sewer service connections. The proposed amendment to the annexation agreement indicates that these connection fees, which would include the permit fee and the sewer and water tap-on fees, would not be charged. Staff has no objection to the proposed amendment to waive connection fees with the exception of pass-through costs, as the Village Board has customarily approved requests for fee waivers for Park District projects.

Water and Sewer Service Rates

Paragraph 8 of the current agreement also states that the Park District will pay the non-resident rate for water and sewer service in the amount of 150% of the resident rate. The Park District's proposed amendment would allow the Park District to pay the resident rate. Staff has no objection.

Well and Septic Systems

As part of the McCaslin Park improvements, the existing septic field will be taken out of service and all of the facilities will be connected to the Carol Stream

sanitary sewer system. However, the proposed amendment includes the provision for the Coyote Crossing Mini-Golf building to remain connected to the existing well on the property. As noted in the proposed amendment, the well would be used solely for service to the Coyote Crossing building, and the Park District would be required to execute an *Application and Consent to Rules*, which contains the Village's standard terms and conditions for maintaining an existing well. Also, the amendment indicates that the well would be taken out of service at such time as the property is annexed to Carol Stream. Staff has no objection to the Park District's request for maintenance of the existing well.

Summary

The proposed amendment contains the following revisions to the annexation agreement:

1. Authorization for the Park District to construct an extension of the Village's water main along North Avenue, with cost reimbursement from the Village.
2. Waiver of the Special Southwest Utility Construction Fee
3. Waiver of connection fees for water and sewer service.
4. Approval of resident rate for water and sewer service.
5. Approval of the maintenance of the existing well to supply water to the Coyote Crossing building.

RECOMMENDATIONS

Staff has no objection to the Park District's proposed First Amendment to the McCaslin Park Annexation Agreement, and we recommend approval. If the Village Board concurs with the staff recommendation and the proposed amendment, they should approve the ordinance prepared for that purpose.

RJG:bg

u:\annexations\mccaslin\vbmemo2.doc

2010-01-01

**VILLAGE OF CAROL STREAM
500 North Gary Avenue
Carol Stream, IL 60188**

ORDINANCE NO. 2010-01-01

**AN ORDINANCE AUTHORIZING THE EXECUTION OF
AN ANNEXATION AGREEMENT
(MCCASLIN PARK – 27W650 NORTH AVENUE)**

**ADOPTED BY THE MAYOR AND BOARD OF TRUSTEES
OF THE VILLAGE OF CAROL STREAM
THIS 19TH DAY OF JANUARY 2010**

**Published in pamphlet form
by order of the Mayor
and Board of Trustees of
the Village of Carol Stream,
County of DuPage, Illinois
This 29TH day of January 2010**

ORDINANCE NO. 2010-01-01

**AN ORDINANCE AUTHORIZING THE EXECUTION
OF AN ANNEXATION AGREEMENT
(MCCASLIN PARK - 27W650 NORTH AVENUE)**

WHEREAS, the Carol Stream Park District, owner of the property at 27W650 North Avenue, such property being legally described in the Annexation Agreement, wishes to enter into a binding agreement with respect to the future annexation of this property to the Village of Carol Stream; and

WHEREAS, the Village Board of Trustees, pursuant to proper legal notices, has held a public hearing regarding the annexation of this property; and

WHEREAS, an annexation agreement has been drafted and found acceptable by the parties thereto.

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

SECTION 1: That the Mayor and Village Clerk are hereby authorized to execute an annexation agreement regarding the annexation of this property at 27W650 North Avenue, McCaslin Park , legally described in the Annexation Agreement, appended to and made a part of this Ordinance as Appendix A.

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

PASSED AND APPROVED THIS 19TH DAY OF JANUARY 2010.

AYES: 4 Trustees Manzullo, McCarthy, Gieser & Fenner

NAYS: 0

ABSENT: 2 Trustees Weiss & Schwarze

2010-01-01



Frank Saverino, Sr., Mayor

ATTEST:



Beth Melody, Village Clerk

**ANNEXATION AGREEMENT
SOUTHWEST CORRIDOR**

This Agreement made and entered into this 11th day of January, 2010, by and between the Village of Carol Stream, an Illinois municipal corporation (hereinafter referred to as the "Village") and the Carol Stream Park District, Du Page County, Illinois (hereinafter referred to as the "Owners").

WITNESSETH:

WHEREAS, the Owners are the Owners of record of certain real estate, described as

That part of the West Half of the Northwest Quarter of Section 36, Township 40 North, Range 9 East of the Third Principal Meridian described as follows:

Beginning at the intersection of the West line of the East Half of the Northwest Quarter of said Section 36 and the North Line of North Avenue (State Route 64) heretofore dedicated per Documents 252200, 252201, 334933; thence North 81 Degrees 07 Minutes 06 Seconds West, 1156.76 Feet along said North Line; thence North 00 Degrees 00 Minutes 27 Seconds East, 336.26 Feet; thence North 50 Degrees 41 Minutes 48 Seconds West, 41.35 feet; thence North 00 Degrees 00 Minutes 27 Seconds East, 174.66 Feet; Thence South 89 Degrees 59 Minutes 33 Seconds East, 150.00 Feet; Thence North 00 Degrees 00 minutes 27 Seconds East, 720.00 Feet; thence North 88 Degrees 32 Minutes 12 Seconds East, 773.01 Feet; thence South 28 Degrees 41 Minutes 31 Seconds East, 530.58 Feet to the aforementioned West Line of the East Half of the Northwest Quarter of Section 36, thence South 00 Degrees 09 Minutes 37 Seconds West, 990.00 Feet along said West Line to the point of beginning, in DuPage County, Illinois.

follows:

(hereinafter referred to as the "Property"); and

WHEREAS, the parties hereto desire that the Property be annexed to the Village on the terms and under the conditions hereafter set forth; and

WHEREAS, the Property is not located within the corporate boundaries of any municipality, but is within the planning area of the Village, and may be now or will, within a period of twenty (20) years, be contiguous to the Village; and

WHEREAS, the parties wish to enter into a binding agreement with respect to the future annexation of the Property and to provide for various other matters related directly or indirectly to said future annexation, in accordance with the provisions of 65 ILCS 5/11-15.1-1 et seq.; and

WHEREAS, the Village Board has determined that the future annexation of the Property would further the orderly growth of the Village and promote the general welfare of the Village.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, terms and conditions herein set forth, the Owners and the Village agree as follows:

1. The provisions of the preamble hereinabove set forth are hereby restated and incorporated herein by reference.
2. The Owners, within thirty (30) days after a written notice from the Village indicating that the Property is now contiguous to the Village, shall submit to the Village an executed Petition for Annexation and plat of annexation in the form provided by law. The Owners shall pay the publication fees and recording fees.
3. This Agreement shall be binding upon the Owners, as well as the Owners' successors, assigns and heirs. This Agreement shall constitute a covenant running with the land and shall be binding upon all persons taking any interest or right in the Property after the date of the execution of this Agreement. Any person acquiring any rights or interest in the Property after the date of this Agreement shall be bound by the terms thereof and shall be deemed to have accepted and approved this Agreement in full. The Property may not be annexed to any City or Village other than the Village of Carol Stream during the term of this Agreement.
4. If ownership of the Property or any portion thereof changes subsequent to the execution of this Agreement and prior to annexation, the new Owner or Owners shall submit to the Village a properly executed acknowledgement and acceptance of this Agreement within thirty (30) days of acquiring such interest which shall also notify the Village of the identity of the new Owner and the new Owner's address and telephone number. It shall be the responsibility of the new Owner or Owners to see to the submission of these items. Provided, however, the failure, refusal or neglect to submit these items shall in no way affect the continued validity of this Agreement.
5. The Village may record any Petition for Annexation submitted and this Agreement in the Office of the Recorder of Deeds of DuPage County.
6. The Owners and the Village respectively agree to do all things necessary or appropriate to cause the Property to be duly and validly annexed to the Village as promptly as practicable after the Property becomes contiguous to the Village. Upon contiguity, the Village either on its own or with any other properties may, at any time prior to expiration of this Agreement, annex the Property. The Owners, or their successors in interest, shall assist the Village and take all actions or steps necessary, including, but not limited to, preparing and executing new petitions for annexation,

waivers and plats to accomplish said annexation. The Owners shall, at the expense of the Village, within fourteen (14) days after receiving a written request from the Village, join in any court proceeding, (represented by an attorney experienced in such matters chosen by the Village), which can result in the annexation of the Property, wither itself or along with other Property, to the Village. Upon annexation, the Property shall become subject to all applicable ordinances of the Village, except as may be otherwise provided in law or this Agreement, provided that no change in ordinances shall become effective on the property until six months after their passage.

7. The Owners may connect to the Village water and sewer systems, upon payment of the Special Southwest Utility construction fee in the amount of \$1,296.31 which shall be paid at the time the Agreement is executed.
8. The Owners shall connect to the Village sewer and water systems and utilize only Village water within one year from the date of this annexation. The Owners shall abide by the same rules and regulations with respect to water and sewer service as consumers and customers within the corporate limits of the Village. This provision includes, but is not limited to, any sprinkling bans or limitations which may be imposed by the Village. The Owners shall pay regular Village connection charges and tap-on fees. Until the Property is annexed to the Village, the Owners shall pay 150% of the customer charges applicable to uses within the Village.
9. Upon annexation, the property will be zoned to permit public park and related activities and any purposes, activities and developments authorized to an Illinois Park District under the Illinois Park District Code, presently and as amended from time to time. (70 ILCS 1205/1-1 et seq.) All new development on the property, after the execution of this Agreement, shall take place only in accordance with the provisions of the Planned Unit Development section of the Carol Stream Zoning Ordinance. The Village shall retain authorization for site plan approval for all new construction on the property. The site plan approval shall include the approval of ingress and egress, location and number of structures, parking, lighting, drainage, subdivision code and all other requirements of the Village's Planned Unit Development Ordinance, and other ordinances of the Village dealing with land development or construction, unless jurisdiction is exclusively assigned to another governmental entity by statute. The Village Board, either with or without a public hearing before itself or some Board or Commission, may waive by motion the necessity of the Owners to comply with all such provisions. Whenever in this Agreement prior to annexation the Owners are required to seek approval of the Village for a plan, permit or other activity, the Owners shall be required to pay to the Village the appropriate fee associated with the review, inspection and administration of that municipal regulation. Provided, however, that where there is additional supervision and payments required by the County, the Village shall choose to reduce the amount of the fee or charge to reflect, in those cases where it is applicable, the fact that the Village may, at its option, permit the regulation and personnel time of the County to suffice with a second level of action by the Village. The Owners shall also pay such fees as are normally paid to outside consultants to review documents and applications. During the life of this annexation agreement, neither the Owner nor any tenant on the Property shall enter into a sales tax rebate agreement which would

cause sales at retail to be reported as approved in another jurisdiction which agrees to return a rebate.

10. The Parties may seek to enforce the terms of this Agreement through a suit seeking specific performance, damages, injunction and its costs of enforcing the agreement, including attorneys' and expert witnesses' fees. The parties intend that the standard, which a court would use under such circumstances, shall be the same standard which would be used if the Property were within the Village. The intent of the Village and the Owners in agreeing to the provisions of this Agreement is not to unduly restrict the ability of the Owners to develop the Property, but rather to make certain that the Property, which will ultimately be within the corporate boundaries of the Village, is developed fully in accordance with the ordinances of the Village.
11. Where land annexed to the Village is not annexed to any fire protection district, the Owners shall promptly, upon annexation to the Village, petition for annexation to the Carol Stream Fire Protection District.
12. The Parties or their successors or assigns, may, in equity, by suit, action, mandamus, injunction, or other proceedings in court, enforce and compel the performance of this Agreement, including suits for specific performance, but they may not seek monetary damages.
13. This Agreement may only be amended by written instruments signed by both parties, and after the procedures required by law or ordinance to cause the amendment of an annexation agreement.
14. The term of this Agreement shall be twenty (20) years from the date of execution hereof. And, if permitted by law, within one (1) year before or after the expiration of the initial twenty (20) year term, the Village may, at its option, extend the term of this Agreement for an additional 20 years if the property has not been annexed by the Village.
15. If any portion of this Agreement or ordinance enacted pursuant hereto shall be declared invalid, the same shall not affect the validity of this Agreement as a whole other than the part so declared invalid. The parties shall then negotiate in good faith to seek to reestablish the powers and duties found to be invalid. The Owners or the Village shall be obligated to execute any document or take any additional action which may be required to correct any defect which has resulted or could result in the invalidation of this Agreement in whole or in part.
16. This Agreement may be executed in multiple counterparts of duplicate originals or with multiple signature pages each of which shall constitute and be deemed one and the same document.
17. The undersigned Owners warrant that it constitutes all Owners of the Property and that it has full authority and power to sign the Agreement and any petitions submitted hereunder and that it has not and will not take any action to change ownership in the Property until after this Agreement is recorded.

IN WITNESS WHEREOF this Agreement has been duly executed by whose names are subscribed below or on the signature pages attached hereto from time to time, and which pages are specifically incorporated herein.

OWNERS

By: *Daniel J Bird*
President, Carol Stream Park District

Daniel J. Bird
(print name)

By: *Arnold J Biondo*
Secretary, Carol Stream Park District

Arnold J. Biondo
(print name)

VILLAGE OF CAROL STREAM

By: *Frank Saverino Sr*
Mayor

FRANK SAVERINO SR
(print name)

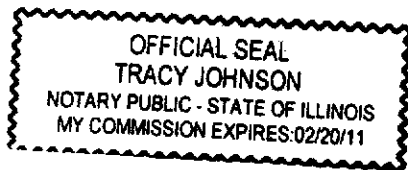
Attest: *Beth Melody*
Village Clerk

BETH MELODY
(print name)

Subscribed and sworn to before me this

11th Day of January, 2010

Tracy Johnson
Notary Public



**FIRST AMENDMENT TO
ANNEXATION AGREEMENT
SOUTHWEST CORRIDOR
(McCASLIN PARK)**

This First Amendment to the Annexation Agreement Southwest Corridor is made and entered into this ___ day of _____, 2011, by and between the Village of Carol Stream, an Illinois municipal corporation (herein after referred to as the "Village") and the Carol Stream Park District, Du Page County, Illinois (hereinafter referred to as the "Owners")(the Village and the Owners are sometimes collectively referred to as the "Parties"):

WHEREAS, the Parties hereto have previously entered into an agreement titled "Annexation Agreement Southwest Corridor" dated January 11, 2010 ("Annexation Agreement"), and

WHEREAS, the Parties seek to amend said Agreement to accommodate changes in circumstances regarding access to water mains, and use of existing well and septic for the Carol Stream Park District's McCaslin Park, most notably that McCaslin Park is to be developed prior to the time that the Village of Carol Stream will have extended its water main to that vicinity, necessitating the Carol Stream Park District to extend said water main now, and

WHEREAS, in order to formalize and memorialize the agreements of the Parties the Annexation Agreement must be amended.

NOW, THEREFORE, in consideration of the following and other good and valuable consideration, the receipt of which is hereby acknowledged, the Village and the Owners hereby agree to amend the Annexation Agreement as follows:

1. Paragraph Eight (8) of the Annexation Agreement is hereby amended in its entirety to read as follows:
 8. Subject to the conditions set forth herein, the Owners shall construct and extend the potable water main along the North Avenue frontage of the McCaslin Park property for a suitable distance so as to provide water service to the facilities in McCaslin Park, said extension to commence at the existing water main located within the North Avenue right-of-way at the southeast corner of the McCaslin Park property. Said water main extension shall be constructed in strict accordance with the plans and specifications previously approved by the Village and shall be subject to Village inspection and approval. The Village agrees to reimburse the Owners for the cost of the water main extension, provided that the cost of the water main extension shall be based upon bid unit prices of a competitive bid approved by the Village prior to construction. The Owner shall be responsible to construct, at their sole cost and expense, the private service lines necessary to connect to the municipal water or sewer system. The Owner shall be allowed to connect to the municipal water system. Prior to connection, the Owner shall, at their own cost and expense: ^{a)} disconnect (excepting the continued use of the well for the Coyote Crossing Mini Golf building, see below) the current water service from any existing well and eliminate any cross connections; ^{b)} discontinue use of any existing well as a potable water supply; and ^{c)} execute an Application and Consent to Rules – Carol Stream

**First Amendment To Annexation Agreement
McCaslin Park**

Water Service User, Exhibit A attached hereto. The Owner shall be allowed to use the existing well solely for service at the Coyote Crossing Mini Golf building, provided, however, that at such time as the Property is annexed to the Village, the Owners shall disconnect the well and connect to the Village's water system at their sole cost and expense. In the event that the well is determined to be contaminated or is determined to be cross-connected with the Village's water system, the Owner shall be required to abandon and cap the well in accordance with applicable law. The Owner shall abide by the same ordinances, laws, rules and regulations with respect to water and sewer service as consumers and customers within the corporate limits of the Village, including, but is not limited to, any sprinkling bans or limitations which may be impose by the Village. The Owner shall not be required to pay the Special Southwest Utility construction fee. The Owner shall not be required to pay the regular water and sewer connection fees, with the exception of pass-through costs. Until the Property is annexed to the Village, the Owner shall pay 100% of the customary water charges applicable to uses within the Village.

- 2. All remaining provisions of the Annexation Agreement not amended herein shall remain in full force and effect.

IN WITNESS WHEREOF this Agreement has been duly executed by those whose names are subscribed below or on the signature pages attached hereto from time to time, and which pages are specifically incorporated herein.

OWNERS

VILLAGE OF CAROL STREAM

By: _____
President, Carol Stream Park District

By: _____
Mayor, Village of Carol Stream

(Printed Name)

(Printed Name)

By: _____
Secretary of the Board

By: _____
Village Clerk

(Printed Name)

(Printed Name)

Subscribed and sworn to before me this

_____ Day of _____, 2011

Notary Public

EXHIBIT A
APPLICATION AND CONSENT TO RULES
CAROL STREAM WATER SERVICE USER

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

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

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

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

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

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

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

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

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

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

Dated: _____

OWNERS:

PROCLAMATION

DESIGNATING SEPTEMBER 2011 AS PROSTATE CANCER AWARENESS MONTH

WHEREAS, the health and well-being of the Illinois residents are of the utmost importance to the prosperity and livelihood of its families and communities; and

WHEREAS, this year alone, more than 240,890 cases of prostate will be diagnosed in the U.S., of which 9,340 of these new cases being diagnosed in Illinois;

WHEREAS, the projected 9,340 prostate cancer diagnoses account for the greatest number of new cancer diagnoses in our state, and an estimated 1,310 Illinois residents will succumb to the disease in 2011; and

WHEREAS, as many as 25% percent of prostate cancer cases occur in men under the age of sixty-five, and prostate cancer can have a morbid effect, even on men younger than 40 years old; and

WHEREAS, in the United States, prostate cancer is the 5th leading cause of cancer death, and in Illinois, the death rate for prostate cancer ranks 6th highest in the nation and is expected to decrease slightly in 2011; and

WHEREAS, African-American men develop prostate cancer at a disproportionately high rate than other races; and

WHEREAS, early detection, and education concerning risk factors for developing prostate cancer and living a healthy lifestyle can help reduce the mortality rate associated with this deadly disease;

WHEREAS, area hospitals like Central DuPage & GlenOaks Hospitals and their associated outpatient clinics as well as the DuPage County Health Department will be sponsoring low-cost PSA screenings as a community health outreach for men at risk throughout all of September.

NOW, THEREFORE, BE IT PROCLAIMED THAT I, Mayor Frank Saverino Sr. & the Village Board of Trustees of Carol Stream, DuPage County, Illinois in the exercise of its home rule powers do hereby proclaim September 2011 as **PROSTATE CANCER AWARENESS MONTH** in Carol Stream, and call its significance to all Village residents.

PROCLAIMED THIS 6th DAY OF SEPTEMBER 2011.

SIGNED:

Frank Saverino Sr., MAYOR

ATTEST:

Beth Melody, Village Clerk

AGENDA ITEM

C-3 9-6-11

PROCLAMATION

IN OBSERVANCE OF THE 10TH ANNIVERSARY OF THE ATTACKS OF SEPTEMBER 11, 2001

WHEREAS, on September 11, 2001, foreign terrorists attacked our nation leading to the tragic deaths of more than 3,000 innocent and brave American citizens as well as foreign nationals from 92 different countries; and

WHEREAS, in the immediate aftermath of the attack, brave men and women including police officers, fire fighters, emergency medical technicians, physicians, nurses, military officers and private citizens, with little concern for their own well being sprang to action in a heroic attempt to protect those at risk, consequently saving the lives of thousands of innocent Americans; and

WHEREAS, Americans from all ages and walks of life and friends from around the world, collectively witnessed the immense tragedy on September 11, 2001 that transformed their lives through personal loss and an unfamiliar sense of individual and national vulnerability; and

WHEREAS, from the ashes of the tragedy arose a remarkable spirit of unity, compassion and determination to conduct a tireless rescue and recovery effort that enlisted the support of all levels of government, churches of every denomination, private charities and relief organizations as well as the generous and courageous volunteer service from Americans from all 50 states and territories to help strengthen and heal our grieving nation; and

WHEREAS, on April 21, 2009, President Barack Obama signed into law the 'Serve America Act' establishing every September 11th as Patriot's Day in our nation and a National Day of Service and Remembrance encouraging Americans to commemorate each September 11th by engaging in personal and individual acts of community service and charitable giving to honor and pay tribute to the victims and heroes of 9/11; and

WHEREAS, on September 11, 2011 Carol Stream residents are called upon to observe the 10th Anniversary of the 9/11 attacks through moments of silence, flying the flag of the United States at half-staff as well as participating in area community service projects and charitable activities as a solemn remembrance; and

WHEREAS, Carol Stream residents can also memorialize 9/11 by attending a Remembrance Ceremony on Sunday, September 11th at 8 am in the Ramsey Auditorium on the campus of Glenbard North High School.

NOW, THEREFORE, BE IT PROCLAIMED THAT I, Mayor Frank Saverino Sr. and the Village Board of Trustees, Carol Stream, DuPage County, Illinois in the exercise of its Home Rule Powers, do hereby proclaim September 11, 2011 as a **VOLUNTARY DAY OF SERVICE AND REMEMBRANCE**, and call upon Carol Stream residents and organizations to observe the 10th Anniversary by engaging in activities of tribute, solemn remembrance and charitable service.

PROCLAIMED THIS 6TH DAY OF SEPTEMBER 2011.

SIGNED:

Frank Saverino Sr, Mayor

ATTEST:

Beth Melody, Village Clerk

AGENDA ITEM

PROCLAMATION

C-4 9-6-11

DESIGNATING SEPTEMBER 2011 AS DISASTER PREPAREDNESS MONTH

WHEREAS, during National Disaster Preparedness Month, emergency response agencies at all levels of government underscore the importance for citizens to prepare for the full range of hazards that may befall their community to include natural disasters, cyber attacks, pandemic disease and acts of terrorism; and

WHEREAS, all levels of government working to increase the capacity of residents to be self sufficient for the first 72 hours after a disaster is a critical and ongoing national security concern whose importance is underscored by the lessons learned from Hurricane Katrina that devastated the Gulf Coast 5 years ago; and

WHEREAS, in our 53 year history, the Village has experienced severe flooding in 1972, 1987, 2008 and again on July 23, 2010 that damaged residential properties and public facilities, displaced families and demonstrated the need for personal preparedness; and

WHEREAS, in addition, the Village experienced a microburst in March 2006, a structural building collapse on August 31, 2010 and this year alone experienced both a severe winter storm on February 1st and a severe wind storm on July 28th that damaged private structures, public infrastructure, interrupted business activity and caused extended power outages; and

WHEREAS, the key components of any emergency preparedness program include risk education, family disaster plan development, assembling a family disaster supply kit and conducting periodic family disaster drills to appropriately test and strengthen the plan; and

WHEREAS, several emergency preparedness web resources are essential to helping individuals and families increase their readiness capabilities that include

www.ready.gov

www.protectdupage.org

www.redcross.org

www.carolstream.org - Residents - Flood Information.

NOW, THEREFORE, BE IT RESOLVED THAT I, MAYOR FRANK SAVERINO SR. and the Village Board of Trustees, DuPage County, Illinois, in the exercise of its home rule powers do hereby proclaim **September 2011 as Disaster Preparedness Month** in Carol Stream, and I encourage all Carol Stream residents to assess their home and work environments for risk reduction in the event of a natural or man-caused life threatening event or large scale disaster and to also educate themselves on appropriate prevention and preparedness techniques to lessen their effects.

PASSED AND APPROVED THIS 6th DAY OF SEPTEMBER 2011.

SIGNED:

Frank Saverino Sr. - Mayor

ATTEST:


Beth Melody, Village Clerk


AGENDA ITEM

E19 9-6-11

Village of Carol Stream Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

FROM: Donald T. Bastian, Assistant Community Development Director 

THROUGH: Robert J. Glees, Community Development Director 

DATE: September 1, 2011

RE: **Agenda Item for the Village Board Meeting of September 6, 2011**
PC/ZBA Case 11201, 148 N. Gary LLC – 148-186 N. Gary Avenue
Sign Code Variation and Gary Avenue Corridor Review

Sheila Gross of 148 N. Gary LLC has submitted the required plans and applications for a Sign Code variation and Gary Avenue Corridor (GAC) review to allow for the installation of a new ground sign and improvements to the building façade for the inline retail building (“Gary at North Center”) at 148-186 N. Gary Avenue. Regarding the sign, the requested variation is to allow the directory-style sign with an electronic changeable message panel to measure 12 feet in height as opposed 6 feet, as allowed by the Sign Code. With respect to the GAC review, Plan Commission approval is needed to allow for a new evergreen colored metal panel material to be installed in place of the existing deteriorating fiberboard material on the facade, and also for the new ground sign.

The staff report presenting the requests, with supporting documentation, was transmitted to the Village Board with the Plan Commission/Zoning Board of Appeals (PC/ZBA) packet on August 19, 2011. At their August 22, 2011, meeting, by a vote of 6-0, the PC/ZBA recommended approval of the Sign Code variation to allow the new directory sign to measure 12 feet in height. Also by a vote of 6-0, the PC/ZBA approved the GAC review for the façade improvement and the new sign.

The Plan Commission has the authority to approve or deny Sign Code variation requests. However, the Sign Code grants the Village Board the opportunity to affirm or reverse the decision of the Plan Commission within 21 days of the date that the request first appears before the Village Board. If the Village Board takes action on the Sign Code variation request, their decision is final. If the Board takes no action within the 21-day period set forth in the Sign Code, the decision of the Plan Commission to approve the variation is final. The PC/ZBA action regarding the GAC review serves as the final decision.

DTB:db

c: Sheila Gross, 148 N. Gary LLC (via e-mail)

AGENDA ITEM

E16 9-6-11

Village of Carol Stream Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

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

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

DATE: September 1, 2011

RE: **Agenda Item for the Village Board Meeting of September 6, 2011**
PC/ZBA Case 11210, Walgreens, Inc. – 540 N. Schmale Road
Variation – Outdoor Merchandise Display

As you may recall, earlier this year, the Walgreens Pharmacy at 540 N. Schmale Road received temporary approval to display and store propane tanks (gas grill size) in cages outdoors beneath the building overhang through the Village Board's temporary waiver procedure (per § 1-1-17 of the Village Code). In the Business zoning districts, the Zoning Code requires all merchandise to be stored and displayed within the building. Walgreens' Store Manager Eric Kolodzik has filed the necessary plans and applications to seek formal approval of a Zoning Code variation to allow the propane tank cages to remain outdoors, as installed, on a permanent basis.

The staff report presenting the requests, with supporting documentation, was transmitted to the Village Board with the Plan Commission/Zoning Board of Appeals (PC/ZBA) packet on August 19, 2011. At their August 22, 2011, meeting, by a vote of 6-0, the PC/ZBA recommended approval of the variation to allow the outdoor merchandise display, subject to the conditions in the staff report.

If the Village Board concurs with the PC/ZBA recommendation, they should approve the variation to allow for outdoor merchandise display in the form of propane tank cages at Walgreens, subject to the conditions contained within the Ordinance, and adopt the necessary Ordinance.

DTB:db

c: Eric Kolodzik, Walgreens Store Manager (via e-mail)


T:\Planning\Plan Commission\Staff Reports\2011 Staff Reports\11210a.Walgreens.var.vbmemo1.doc


AGENDA ITEM

Etc 9-6-11

Village of Carol Stream Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

FROM: Donald T. Bastian, Assistant Community Development Director 

THROUGH: Robert J. Glees, Community Development Director 

DATE: September 1, 2011

RE: **Agenda Item for the Village Board Meeting of September 6, 2011**
PC/ZBA Case 11215, Temple-Inland Corporation – 139 Fullerton Avenue
Amendment to Special Use for *Outdoor Activities and Operations*, Amendment to
Variation for Landbanked Parking, and Gary Avenue Corridor Review

At their meeting on July 5, 2011, the Village Board approved Ordinance 2011-07-21, which granted a special use for outdoor trailer storage and a variation for landbanked parking in association with Temple-Inland's plans for a two-story office addition and major renovations to the building and facilities at 139 Fullerton Avenue. As you will recall, Temple-Inland ceased operations at this facility this April, but soon after announced that they planned to repurpose the facility from that of a low-technology box plant to a new design and production facility for high-quality corrugated products. Subsequent to the July approval, corporate-level changes in the industry, concern over the time needed to complete the project, and budgetary concerns caused Temple-Inland to scale back their expansion plans somewhat. The most notable change is that the existing one-story office will be renovated as opposed to being replaced with the two-story office addition. We are pleased to report that Temple-Inland is still planning a significant reinvestment in the property and that most of the new jobs planned with the original expansion will still materialize with the revised renovations.

Because the plans associated with the special use and variation were exhibits to Ordinance 2011-07-21, and because the applicant wishes to revise those plans, the applicant is requesting amendments to the special use for outdoor trailer storage and the variation for landbanked parking. Regarding the outdoor trailer storage, the request is to decrease the number of trailers for outdoor storage from 48 to 34. Regarding the landbanked parking variation, the request is to reduce the number of landbanked spaces from 95 to 82. The Gary Avenue Corridor plans have also been revised.

The staff report presenting the requests, with supporting documentation, was transmitted to the Village Board with the Plan Commission/Zoning Board of Appeals (PC/ZBA) packet on August 19, 2011. At their August 22, 2011, meeting, by a vote of 5-0-1, the PC/ZBA recommended approval of the amendment to the special use for outdoor trailer storage, and also of the amendment to the variation to allow landbanked parking, subject to the conditions noted in the staff report. Also by a 5-0-1 vote, the PC/ZBA approved the revised Gary Avenue Corridor review.

If the Village Board concurs with the PC/ZBA recommendation regarding the amendments to the special use and variation, they should approve the amendments to the special use and variation,

subject to the conditions contained within the Ordinance, and adopt the necessary Ordinance. The PC/ZBA action regarding the Gary Avenue Corridor review serves as the final decision.


DTB:db


c: Stephen Crawford, Temple-Inland Corporation (via e-mail)
Brad Wood, Northern Builders (via e-mail)

T:\Planning\Plan Commission\Staff Reports\2011 Staff Reports\11215a.templeinalnd.spgacvar.vbmemo1.doc

Village of Carol Stream
Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

FROM: Donald T. Bastian, Assistant Community Development Director 

THROUGH: Robert J. Glees, Community Development Director 

DATE: September 1, 2011

RE: **Agenda Item for the Village Board meeting of September 6, 2011**
Easement Encroachment Request – 289 El Paso Drive

Resident Marc Talavera has submitted an application for an Easement Encroachment to allow a new 10 by 12 foot shed to encroach within the 10-foot Utility Easement along the rear lot line of his property at 289 El Paso Drive. The new shed would encroach approximately 5 feet into the 10-foot easement, and would otherwise comply with the Zoning Code standards for setbacks and lot coverage. As a point of information, an old shed built without a permit by a previous owner, located within the easement, was recently demolished.

The Director of Engineering Services and Director of Public Works have confirmed that there are no Village utilities within the easement, and they do not object to the request for the shed to encroach within the easement.

All of the required documentation for the easement encroachment application has been submitted. Attached are a cover letter from the property owner, the signed "Terms of Approval" letter, the completed Easement Encroachment Application (Form F), copies of the letters from the four utility companies, and a copy of the Plat of Survey indicating the location of the proposed shed. Staff recommends that the request be approved subject to the condition that the "Terms of Approval" letter be recorded against the property.

If the Village Board concurs with the staff recommendation, they should approve by motion the request for the new shed at 289 El Paso Drive to encroach within the easement subject to the condition that the "Terms of Approval" letter be recorded against the property.

DTB:db

c: Marc Talavera (via e-mail)

Marc Talavera
289 El Paso Lane
Carol Stream, Il. 60188
August 3, 2011

Mayor Saverino and Trustees
Village of Carol Stream
500 North Gary Avenue
Carol Stream, Il. 60188

Mayor Saverino and Trustees:

I submit for your consideration my request for an easement encroachment approval.

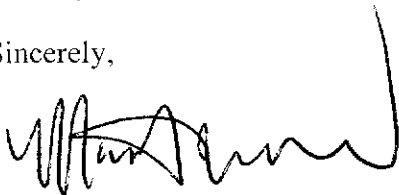
I live in the older section of Carol Stream on El Paso Lane near the driveway to Jay Stream school. In 2003 I had purchased my home complete with a shed in the backyard. At that time I recognized the need to rebuild or replace it, but it was functional so I differed the project until it was a more pressing matter.

It wasn't until this year I had decided to replace the structure and it was then that I realized it was built within an easement. I had considered moving the structure out of the easement, but my backyard is relatively small and moving it out of the easement (in the same location) places the shed uncomfortably close to my home. Moving the shed to the opposite side or middle rear of the property isn't an option because I have mature trees in both locations.

I have requested and received the required documentation from the utility companies and am now formally requesting the Village's approval.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Marc Talavera', written in a cursive style.

Marc Talavera



Village of Carol Stream

FRANK SAVERINO, SR., MAYOR • BETH MELODY, CLERK • JOSEPH E. BREINIG, MANAGER
500 N. Gary Avenue • Carol Stream, Illinois 60188-1899
(630) 665-7050 • FAX (630) 665-1064
www.carolstream.org

August 19, 2011

Mr. Marc Talavera
289 El Paso Lane
Carol Stream, Illinois 60188

AUG 22 2011

Re: Easement Encroachment for Residential Shed

Dear Mr. Talavera:

The Village of Carol Stream has reviewed your request to allow a new shed to be constructed partially within a 10-foot utility easement located along the rear of your property. Conditioned upon your agreement to the following terms, staff will recommend that the Village Board grant such permission to you (the "Owner"):

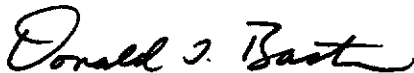
1. The grant of permission for an easement encroachment shall not constitute nor be deemed to constitute a waiver of any rights the Village otherwise possesses in the easement. Owner further agrees not to erect any further improvements, edging, poles, standards or any other improvements upon any portion of the Easement which is subject of this Agreement without the written consent of all parties with interests in the Easement. This grant of permission shall be solely and exclusively for the proposed shed improvement and does not expressly or implicitly grant, confer, convey or create any other right or interest in favor of the Owner of the Parcel. This grant of permission shall terminate upon the first to occur of the following events: (i) the removal by the Owner of the encroaching improvement; (ii) the destruction of the improvement encroaching on the Easement; (iii) the failure by the Owner to comply with Village Ordinances; (iv) the failure of the Owner to perform, honor and abide by the terms, conditions and covenants set forth in this Agreement, where such failure continues for more than seven (7) days beyond the date written notice thereof is given by the Village whereupon, in such event, the Village may remove the encroachment at the expense of the Owner, such expense constituting a lien upon the property; or (v) upon 60 days notice from the Village.
2. Owner agrees to construct and maintain the improvement in a safe and defect-free condition. Further, Owner agrees that they shall not change the size, shape or structure of the improvement without the written approval of the Village.
3. Owner acknowledges that it may become necessary for the Village to remove the improvement in order to affect repairs or other maintenance and, therefore, agrees that the Village may remove the encroachment when the Village, in its sole discretion, determines such work is necessary in order to perform the repairs or maintenance. The Village will not be responsible for any damage or destruction to the improvement which occurs during this process. Such work by the Village may be without prior notice to the Owner; however, Village shall endeavor to give at least seven (7) days notice where possible. Owner also agrees to reimburse the Village for any costs incurred by the Village in removing the

encroachment and also agrees that Owner shall be solely responsible for all costs and expenses of restoring the land or replacing the improvement following completion of any work by the Village.

4. Owner agrees that it shall indemnify and hold harmless the Village from and for any and all claims for damages to real and personal property and injuries to or death suffered by persons by reason of the installation, maintenance, repair, or operation of the improvement or any other encroachment in the Easement. Owner shall add the Village of Carol Stream to its property insurance policy as an additional insured covered thereunder, and this Agreement shall constitute a "contract" for the purpose of calling into force any contractual indemnity provision in any insurance policy.
5. As a further condition precedent and inducement to the Village to enter into this Agreement and grant permission, the Owner agrees to pay and/or reimburse Village for all fees, including but not limited to recording and title charges as well as surveying, grading, and any re-landscaping and re-inspection fees and Village's reasonable attorney's fees incurred as a result of the encroachment. Additionally, in the event of any breach by the Owner of any of its covenants, duties, or obligations set forth herein, the Owner shall be liable for all court costs and reasonable attorney's fees incurred or sustained by the Village in enforcing and/or terminating this Agreement.

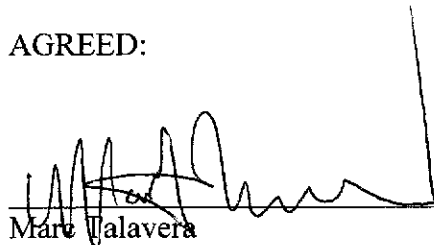
Should these terms meet with your approval, please execute below and return this letter to me. A second copy of the letter has been provided for your records. Should you have any questions, do not hesitate to contact me at (630) 871- 6230.

Sincerely,



Donald T. Bastian, AICP
Assistant Community Development Director

AGREED:



Marc Talavera
289 El Paso Lane

8/22/2011

Date

DTB:db

T:\Planning\Easements\Terms of Approval Letters\289 El Paso - Talavera.doc

Do Not Write in This Space

Date Submitted: 8/10/11

Fee Paid: 300⁰⁰

Village of Carol Stream

500 N. Gary Avenue • Carol Stream, IL 60188

630/871-6230 • FAX 630/665-1064

e-mail: comdevelop@carolstream.org • website: www.carolstream.org

FORM F

EASEMENT ENCROACHMENT APPLICATION

- Name of Applicant Marc Talavera Phone (630) 871-6255
Address 289 EL PASO LAVE Fax _____
Name of Owner _____ Phone _____
(required if other than applicant)
Address _____ Fax _____
- Common Address/Location of Property 289 EL PASO LAVE
- Please indicate the type and size (provide dimensions) of the structure that is the subject of this application.
A wooden shed 10 X 12 with a wooden foundation.
- Please indicate the type of easement into which you are requesting to encroach upon (public utility, drainage or both).
Public Utility
- Please explain the background of your request for approval to allow a structure to encroach within an easement.
The existing shed was built on the easement, I would like to re-construct it properly & with Village approval.

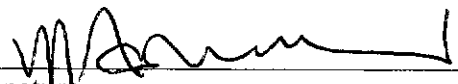
6. Have you explored other options as opposed to locating the structure in the easement? For example, have you considered moving the object out of the easement if it is an existing structure?

I have, but the back yard is small
& moving it out of the easement
encroaches significantly into the backyard space.

7. Petitioner Certification

I have received a copy of the easement encroachment process handout. I understand that prior to this request being forwarded to the Village Board for a final decision, I must sign and return to the Village the Terms of Approval letter. I will be informed of the time and date of the Village Board meeting at which my request will be decided, and my attendance at this meeting is required.

Mave Talavera
Print Name


Signature

8/3/2011
Date



06/01/2011

Marc Talavera
289 El Paso Ln.
Carol Stream, IL 60188

RE: Shed Encroachment Request

Dear Mr. Talavera:

This letter is in response to your recent inquiry regarding your proposed construction of a 10' x 12' shed on a wood base that will encroach into the rear public utility easement lying in the following described property:

SEE ATTACHED LEGAL/SURVEY

NICOR has no objection to the proposed encroachment of shed as described above, however, this is not a release or a waiver of any rights NICOR may have in the utility easement. Further, any future expenses NICOR may incur in exercising its rights in the utility easement shall be borne by the property owner.

Please contact J.U.L.I.E at 800-892-0123 prior to any digging

Very truly yours


Thomas Conway

Real Estate Agent

June 1, 2011

Mr. Marc Talavera
289 El Paso Lane
Carol Stream, Illinois 60188

Re: Shed Encroachment
289 El Paso Lane, Carol Stream, Illinois

Dear Mr. Talavera:


Pursuant to your correspondence this is to inform you that ComEd Company has no objection to your request to encroach upon our existing utility easement, subject to the following conditions. The encroachment shall consist of a free-standing 10'x12' shed to be located as shown on the attached Exhibit "A". Please be aware that there is an exiting underground cable which may be located near proposed shed. Please note that JULIE should be notified prior to any digging. Any damage to this cable will be your responsibility.

This property is legally described as follows: Lot 16, Block 7, in Holiday Hills Subdivision Unit 1, being a subdivision of part of the South Half of the Southwest Quarter of Section 29 and part of the North Half of the Northwest Quarter of Section 32, Township 40 North, Range 10, east of the Third Principal Meridian, according to the plat thereof recorded August 12, 1964, as Document No. R64-29289, in DuPage County, Illinois.

Please be advised that ComEd has no objection to the subject encroachment, so long as the encroachment is not increased or enlarged. Additionally, you have the obligation to ensure that the encroaching structure does not impede ComEd's ability to safely access its facilities and does not interfere with ComEd's use, operation and maintenance of its facilities.

The permission herein acknowledged is subject to the Additional Terms and Conditions contained in the attachment to this letter, which terms and conditions shall be binding upon you, and your successors and assigns.

Sincerely,



Mary K. LaBoske
Real Estate Representative

PL# 444321

Comcast

Comcast Cable
688 Industrial Drive
Elmhurst, IL 60126

June 2, 2011

Mr. Marc Talavera
289 El Paso Lane
Carol Stream, Illinois 60188

Re: 289 El Paso Lane, Carol Stream, Illinois 60188
Shed Encroachment into Utility Easement

Dear Mr. Talavera:

This letter serves as written acknowledgment that Comcast Cable Communications, Inc. and its affiliates have no objection to your request to be allowed to encroach into the utility easement with the installation of a Shed on the above-mentioned property.

Please contact J.U.L.I.E. (800-892-0123) prior to any excavating on the property, to assure that any cable lines will not be damaged. If for any reason our cable facilities have to be relocated, please contact me so I can make arrangements for this.

The encroachment herein granted does not under any circumstances, abrogate nor nullify the rights and interests of Comcast Cable Communications, Inc. and its affiliates in and to the easements of record, pertaining to the aforesaid property.

Very truly yours,



Robert L. Schultes, Jr.
Right-of-way Manager
Greater Chicago Market
(630) 600-6352



Jacalyn M. Frost
65 W. Webster - 4E
Joliet, IL 60432

T: 815-774-6773
F: 815-723-5702
www.jc1243@att.com

June 14, 2011

Mr. Marc Talavera
289 El Paso Lane
Carol Stream, IL 60188

SENT VIA EMAIL ONLY

Re: UTILITY ENCROACHMENT FOR shed

Dear Mr. Talavera:

Pursuant to your correspondence, this is to inform you that Illinois Bell Telephone company dba AT&T Illinois, and Illinois Corporation has no objection to your request to encroach upon our existing utility easement on the following described property:

PROPERTY COMMONLY KNOWN AS: 289 El Paso Lane, Carol Stream, IL

Illinois Bell Telephone Company dba AT&T Illinois, an Illinois corporation, hereby waives its rights to maintain suit for the removal of said encroachment but otherwise retains all of its rights in and to said easement including, but not limited to, the recovery of damages for injury to its plant whether buried or aerial or to its employees cause by you or your agents, employees, contractors, successors or assigns whether resulting from the erection, maintenance or use of said encroachment or otherwise.

Moreover, where said encroachment is located above buried cable or conduit or in close proximity to buried or aerial plant serviced, altered, replaced, modified or maintained by Illinois Bell Telephone Company dba AT&T Illinois, an Illinois corporation, said Company's liability to you for damage to said encroachment resulting from such servicing, alteration, replacement, modification or maintenance is limited to restoring said encroachment to its prior existing state to the extent such can reasonably be done under the circumstances.

Call J.U.L.I.E. before any digging 1-800-892-0123 and please maintain a 48" separation from AT&T's cable.

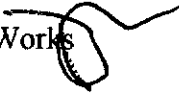
Sincerely,

Jacalyn M. Frost

Right-of-Way Manager
AT&T Illinois

Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager

FROM: Philip J. Modaff, Director of Public Works 

CC: Jon Batek, Director of Finance

DATE: August 31, 2011

RE: Invoice for Emergency Tree Trimming and Removal Services – Ciosek Tree Service, Inc. -- \$33,170

Immediately following the major wind storm that occurred on July 28, 2011, the Public Works Department began deploying crews to remove broken limbs and downed trees from roadways and parkways. It soon became apparent that the scope of damage was significant and beyond the ability of in-house crews to address in a timely manner.

Over the course of the next several days, the department was fortunate to be able to call on seven other municipal agencies for assistance in clean up efforts. We were also able to redeploy a contractor that was already working under contract with the Village removing trees that had fallen victim to the Emerald Ash Borer. Ciosek Tree Service, Inc., was able to provide the crews and equipment necessary to remove major limbs and trees and to load them onto specialized equipment for removal to the dump site. Over six days Ciosek had between seven and nine employees and multiple pieces of equipment working a total of nearly 440 hours to assist in the clean up effort.

As this was an unanticipated event, and the cost far exceeded the budgeted tree maintenance account, I recommend payment of the invoice from General Fund reserves.

I am recommending that the Mayor and Board of Trustees approve A Motion Authorizing Payment to Ciosek Tree Service, Inc., for Emergency Tree Trimming and Removal Service in the Amount of \$33,170.

CIOSEK TREE SERVICE, INC.

21W430 PARK AVENUE, LOMBARD, ILLINOIS 60148

(630) 832-8109



EMERGENCY TREE WORK

July 28, 2011

Crew on site: 3 foremen, 2 skilled laborers, 4 common laborers -
Equipment on site: (2) 60' Aerial tower trucks, clam/log truck, chip truck and 2 chippers -
10 hours \$7,400.00

July 29, 2011

Crew on site: 3 foremen, 2 skilled laborers, 4 common laborers -
Equipment on site: (2) 60' Aerial tower trucks, clam/log truck, chip truck and 2 chippers -
9.5 hours \$7,030.00

August 1, 2011

Crew on site: 3 foremen, 2 skilled laborers, 4 common laborers -
Equipment on site: (2) clam/log trucks, chip truck, chipper -
10 hours \$6,100.00

August 2, 2011

Crew on site: 3 foremen, 2 skilled laborers, 4 common laborers -
Equipment on site: (2) clam/log trucks, chip truck, chipper -
9 hours \$5,490.00

August 3, 2011

Crew on site: 3 foremen, 2 skilled laborers, 2 common laborers -
Equipment on site: (2) clam/log trucks, chip truck, chipper -
9 hours \$4,950.00

August 4, 2011


Crew on site: 3 foremen, 2 skilled laborers, 2 common laborers -
Equipment on site: (2) clam/log chippers, chip truck, chipper -
4 hours \$2,200.00

TOTAL: \$33,170.00

Village of Carol Stream

Interdepartmental Memo

TO: Joe Breinig, Village Manager

FROM: Philip J. Modaff, Director of Public Works 

CC: Jon Batek, Director of Finance

DATE: August 31, 2011

RE: Replacement of Two Public Works Vehicles

Vehicle #28 – Scheduled Replacement

The FY2012 budget contains funds (\$60,000) for the replacement of vehicle #28, which is a 2003 Ford F450 Super Duty 1-ton dump truck assigned primarily to the Streets Division. It is used heavily during the winter as part of the snow and ice removal fleet and used routinely throughout the balance of the year on various maintenance assignments.

Staff has found the desired replacement vehicle through the Suburban Purchasing Cooperative, which conducts bids for various municipal fleet vehicles. The proposed vehicle from Currie Motors is a 2012 Ford F550 1-ton dump truck with a snow plow, salt spreader and pre-wetting system (attached is the vehicle detail sheet). The base cost of the vehicle from Suburban Purchasing Cooperative is \$60,692.66. Staff estimates an additional \$1,000 will be expended to cover the cost of in-house installation of a new 2-way radio and decals after the truck has been received from the dealer. Total cost of the vehicle once fully outfitted will be \$61,692.66.

(NOTE: Staff is planning to step down the replaced vehicle #28 for very limited duty as a brine-spreading truck. The vehicle currently assigned to that duty (truck #64) is well beyond its useful life and will be declared surplus.)

Vehicle # 34 – Unscheduled Replacement

This vehicle, a 2005 Ford Explorer assigned to the Superintendent of Streets, was recently involved in an accident; it was determined to be a total loss by IRMA.

Staff has found a desired replacement at Currie Motors in Frankfurt, IL, through competitive bidding conducted by the Suburban Purchasing Cooperative. The proposed vehicle is a 2011 Ford Escape, at a cost of \$21,912 (attached is the vehicle detail sheet).

Staff estimates an additional \$2,500 will be expended to cover the cost of in-house installation of a new 2-way radio and safety lighting after the truck has been received from the dealer. Total cost of the vehicle once fully outfitted will be \$24,412.

In order to cover the cost of this unscheduled replacement, staff has identified the following funding sources:

Insurance Payout	\$10,375
Vehicle purchase under budget (May 2011)	\$10,630
<hr/>	
Total Funding Available:	\$21,005
Fund Balance:	\$ 3,407

RECOMMENDATION

Staff recommends that the Village Board approve a motion authorizing the purchase of a 2012 Ford F550 cab and chassis with dump body, plow, spreader and pre-wetting system at a cost of \$60,692.66 and the purchase of a 2011 Ford Escape at a cost of \$21,912 from Currie Motors through the Suburban Purchasing Cooperative.

Attachments

Currie Motors Frankfort
SPC Contract Winner
2012 Ford F-550 XL 4x2 DRW
Chassis Cab
Call Tom Sullivan (815) 464-9200

Standard Package: \$25,659

Warranty 3 Years 36,000 miles Bumper to Bumper/ 5 Years 60,000 Powertrain

- Free Delivery Within 30 Miles From Point of Purchaser's Billing Address
- Alternator – 155 Amps, Heavy Duty
- Axle – Mono-bean front axle with coil spring suspension
- Cab to axle – 60", WB-141", Axle ratio - 4:88 (gas)
- Battery – 750 CCA, 78-AH
- Engine – 6.8L 3-Valve SOHC EFI V10
- Transmission – TorqShift 6-Speed SelectShift Automatic O/D
- Brakes – (ABS) Roll Stability Control Trailer Sway Control – Hydro Boost
- Brakes – Engine Only Traction Control (EOTC)
- Bumper – Front – black painted steel with grained MIC top cover
- Grille – Black MIC
- Mirrors – Manually telescoping trailer tow with manual glass & two-way fold
- Wheels – 19.5" Argent Painted Steel
- Windows – fixed rear
- Air Conditioning – manual
- Audio – AM/FM/Clock
- Door Trim – Armrest/grab handle and reflector
- Floor Covering – black vinyl
- Instrument Center – Multifunctional switch message center with ice blue lighting (three button message control on steering wheel)
- Manual door locks and windows
- Rearview Mirror – 11.5" day/night
- Seats – HD vinyl 40/20/40 split bench with center armrest, cupholder and storage, manual lumbar support, driver side
- Steering Wheel – black vinyl, telescoping steering wheel/column
- Sunvisors – Color coordinated vinyl, single driver with pocket, single passenger with insert
- Airbags – Driver and passenger side, passenger side deactivation switch

Factory Order Cutoff Date: To be determined

Additional Options and Order Form

Please enter the following:

Ford Fleet Number _____

Contact Name Matthew York

Quantity

Phone Number 630-871-6260

Purchase Order Number _____

State Tax Exempt Number _____

PLEASE SUBMIT P.O. TO:

*Currie Motors
9423 W. Lincoln Hwy
Frankfort, IL 60423
PHONE: (815)464-9200 FAX: (815)464-7500
Contact Person: Tom Sullivan
thomasfsullivan@sbcglobal.net*

Options - Cab Style

	Super cab	\$2,888.00
	Crew cab	\$3,684.00
X	84" Lab - Axle	\$271.00

Options - Powertrain

	6.7 OHV Power Stroke Diesel V8 TorqShift 6-speed SelectShift Automatic - O/D - 4:10 Axle Ratio	\$6,876.00
X	4x4 (delete 4x2)	\$3,628.00
	Limited Slip Axle	\$350.00
	Gaseous prep requires 6.8 V -10	\$315.00
	Electronic Shift-on-the-fly - 4x4 (auto-manual locking hubs & rotary control on I/P; N/A with 6.8L engine)	\$154.00
	Engine Block Heater	\$62.00
	Transmission Power Take-Off Provision - (available with 6.8L & 6.7L engines)	\$232.00
	Engine Idle Shutdown (available with 6.7L Power Stroke Diesel	\$208.00
	Dual Alternators (requires 6.7L diesel)	\$315.00
	Extra H.D. 200 Amp diesel only	\$62.00
X	Fuel Tanks - 28.5 Gallon Mid-ship	\$104.00
	Dual Fuel Tanks Diesel - combines 40-gal aft-of-axle & 28.5 gal mid-ship tank (N/A with SYNC; Requires single CD; Requires DRW	\$610.00

Options - Suspension

X	Snow Plow Prep Package	\$71.00
X	Heavy Service Front Suspension Package	\$104.00
	Trailer Tow Package - High Capacity (available on F-450)	\$291.00
	Low Deflection Package (available on F-450)	\$91.00
X	Trailer Brake Controller - (TBC verified to be compatible with electronic actuated drum brakes only. N/A with trailer tow package)	\$191.00

X	Payload Upgrade Package Requires Limited Slip	\$959.00
	Payload Downgrade Package	NC
	225/70Rx19.5G BSW Traction Includes 4 traction tires on the rear & 2 A/S tires on the front)	\$158.00
	225/70Rx19.5G BSW max Traction (4x4) (includes 4 traction tires on the rear & 2 traction tires on the front). Not recommended for over the road applications	\$178.00
	Spare Tire & Wheels (Excludes carrier, Includes Hydraulic jack	\$291.00
	Hydraulic Jack (6-ton F-450)	\$48.00

Options - Exterior

	Steps - 6" angular black molded in color running board	\$266.00
	Exterior Back-up Chime (late availability	\$104.00
	Daytime Running Lamps	\$37.00
	Manual Sliding Rear Window	\$104.00

Options - Interior

	XL Value package	\$494.00
	Power Equipment Group	\$706.00
	Remote Start System - (requires power equipment group)	\$162.00
	Rapid Heat Supplemental Cab Heater - (requires 6.7L Diesel engine and dual alternators, N/A with air conditioner delete)	\$208.00
	SYNC includes USB port; requires Steering Wheel Audio Controls and XL Value Package	\$328.00
	Steering Wheel Audio Controls	\$58.00
	Air Conditioning Delete (N/A with remote Start)	(712.00)
	Side Air Bags/Curtain Delete (valid with Fleet FIN code)	(162.00)
	Frontal Passenger and Side Air Bags/Curtains Delete 9valis with Fleet FIN Code)	(162.00)
	Cruise Control	\$195.00
	Radio Delete	(42.00)

Options - Additional

		3 yr. 100,000 Powertrain gasoline
	Indicate miles and/or length of extended powertrain warranty coverage offered and price	4x2- \$1,630
		3yr. 100,000 Powertrain gasoline
	Indicate miles and/or length of extended powertrain warranty coverage offered and price	4x2 with snow plow - \$2,750

X	Rust Proofing	\$395.00
	4 - Corner Strobe	\$750.00
	9' Electric Hydraulic Dump Body	\$6,196.00
	Hitch Pintle /Combo	\$525.00
	8'6" Western Snow Plow Plus	\$4,708.00
	8'6" Boss Snow Plow	\$4,708.00
	Detailed Shop Manual (CD)	\$295.00
X	Delivery of more than 30+ miles	\$175.00

Exterior Colors

	Dark Blue Pearl Metallic
	Vermillion Red
	Forest Green Metallic
	Pale Adobe Metallic
	Black C/C
	Sterling Grey Metallic
	Ingot Silver Metallic
	Oxford White
	Green Gem

Interior Colors

X	Steel 40/20/40 - Vinyl	STd
	Steel 40/20/40 - Cloth	\$83.00
	Steel 40/Console/40 - Vinyl	\$295.00
	Steel 40/Console/40 - Cloth	\$427.00

Limited Slip
Axle = \$350



If we have missed an option or equipment that you need please call Tom Sullivan (815) 464-9200

Henderson

Quotation

Henderson Truck Equipment-Illinois
409 Ivyleaf Court
Roscoe, IL 61073

Toll Free: 888-360-7483
Cell: 847-527-2452
Fax: 563-927-7035

Date: 8/2/10
To: Mike Scaramella - City of Carol Stream
By: Joe Vagle
Re: One Ton Equipment Quote

Henderson Truck Equipment-Illinois is pleased to quote the following equipment:

(1) Henderson Mark III dump body made of 12 ga grade 50 mild steel.
9'-6" long x 13" double panel sides with an 18" tailgate, powder coat painted to match chassis cab.
NTEA class 40 under-body hoist plumbed for double acting.
Rubber mudflaps installed behind rear wheel, steel splash guards installed in front of rear wheels.

(1) Henderson MSP snowplow
8' long x 34" tall reversible snowplow with steel moldboard.
Custom snowplow hitch to mount on Ford F-550 chassis
12" rubber snow deflector, 36" plow markers, and snowplow lights included.
Snowplow to be powder coat painted - moldboard orange and reversing circle black.

(1) Henderson TGS spreader
96" long under-tailgate spreader with 6" auger.
Auger to be coupled directly to a hydraulic motor with an internal speed sensor
Poly spinner assembly, mounting hardware included.
Spreader to be powder coat painted orange.

(1) Henderson PWS pre-wetting system
2.8 GPM electric pre-wet pump to be controller by Cirus EZ Spread 3 controller
Check valves, hoses, nozzles included.
Reservoir to be a 120 gallon behind the cab.
Stainless steel shovel holder installed on side to tank frame.

(1) Cirus Controls Central Hydraulic System
Cable controls to operate dump and snowplow with remote blast/pass feature on snowplow stick
17 gallon steel valve/tank combo mounted on passenger side of truck frame.
Cirrus EZ Spreader 3 electric spreader controller installed in cab.
Under-Hood fan belt clutch pump system for 2012 Ford F-550 with V-10 gas engine.
Hydraulic hoses, quick disconnects and oil as required to make the hydraulic system complete.

(1) Pintle hitch plate w/ (2) "D" rings and 2-1/2" receiver w/ 2" pintle/ball combo

(1) 7 pole flat (RV-style) trailer plug

(1) LED lighting system to include
6" oval S/T/T lights in the rear corner posts
clearance lights as required
Whelen L31 beacon light installed on the cabshield

Price per Unit:	\$28,785.66
Number of Units	1
Extended Price	\$28,785.66
Tax	NA
Total Quote Price	\$28,785.66

FOB Manchester, Iowa

Please note the following regarding installation quotes:

A clean truck frame without obstruction is assumed in the pricing of our quote. Re-positioning of air tanks, fuel tanks or other obstacles to the ease of installation may require additional charges. Henderson will notify you before modification if this occurs.

Currie Motors Frankfort



SPC Contract Winner

2011 Ford Escape XLS (Front Wheel Drive)

Call Tom Sullivan (815) 464-9200

Standard Package: \$16,075.00

Warranty 3 Years 36,000 Miles Bumper to Bumper/ 5 Year 60,000 Powertrain

- Free Delivery within 30 miles
- ABS - Front Disc/Rear Drum Anti-lock Braking System
- Engine - 2.5L I-4
- Steering - Electric Power Assisted Steering (EPAS)
- Transmission - 6-speed Automatic overdrive
- Center Stack with Top of Dash Display Painted Black
- Climate Control - Air Conditioning
- Console - Front Including Storage Bin with Removable Interior Bin
- Cup Holders - 4 Total
- Ice Blue Lit - Gauge Cluster
- Lighting - Center Dome with Map Lights and Rear Cargo Area Light
- Seats
 - 1st Row - 2-Way Manual Driver's Seat Cloth
 - 2nd Row - 60/40 Split Seat with Tip-Fold-Flat Latch
- Steering Wheel
 - Speed Control
 - Urethane
- Storage - Glove Box
- Sunvisors with Dual Mirrors
- Advantage Trac with RSC (Roll Stability Control)
- Air Bags
 - Dual Stage Driver and Front Passenger
 - Safety Canopy
 - Side Air Bags
- Head Restraints and 3-Point Seat Belts on all (5) Seating Positions
- Keyless Entry - Remote
- LATCH - (Lower Anchors & Tethers for Children) System In Rear Outboard Seats
- Personal Safety System
- Security - SecurLock Passive Anti-theft System (PATS)
- Tire Pressure Monitoring System (TPMS)
- Audio - AM/FM Stereo
- Battery Saver Feature
- Power Points - (1) 1st Row and (1) 2nd Row
- Grille - Chrome
- Mirrors - MIC Black
- Integrated Blind Spot Mirror
- Wheels/Tires
 - 16" Aluminum
 - P235/70R16 A/S BSW
- Spare Tire, Mini Space Saver
- Wheel Nut Wrench and Jack
- My Key

Additional Options and Order Form

Please enter the following:

Ford Fleet Number KH387

Contact Name

Matthew York

Quantity

Phone Number

630-871-6261

1

Purchase Order Number _____

State Tax Exempt Number _____

PLEASE SUBMIT P.O. TO:

Currie Motors
 9423 W. Lincoln Hwy
 Frankfort, IL 60423
 PHONE: (815) 464-9200 FAX: (815) 464-7500
 Contact Person: Tom Sullivan
 thomasfsullivan@sbcglobal.net

Check desired options

	HYBRID Package	\$11,345.00
X	3.0L V6 Flex Fuel Engine Requires XLT Package	\$910.00
X	XLT Package	\$1,780.00
	Limited Package	\$3,603.00
X	Trailer Tow Package (Requires V6 Engine)	\$293.00
	Full Size Spare Wheel & Tire	\$349.00
X	4WD (Four Wheel Drive) - Requires 6-Speed Automatic Transmission	\$1,958.00
X	All Weather Floor Mats	\$75.00
X	Cargo Area Protector	\$90.00
	Power Code Remote Start System (Not Available with Security System)	\$345.00
	Vehicle Security System	\$250.00
-	Overhead Console	Included w/ XLT
	Floor Mats - 1 st and 2 nd Row	\$47.00
-	Fog Lamps	Included w/ XLT
-	Headlamps - AutoLamp	Included w/ XLT
-	Instrument Cluster - Message Center with Compass and Outside Temperature Display	Included w/ XLT
-	Keyless Entry - SecurID (Keypad)	Included w/ XLT
-	Roof Rack Rails	Included w/ XLT
Seats		
-	1 st Row - 6-Way Power Drive Seat - Premium Cloth	Included w/ XLT

Steering Control

-	-Audio Controls Leather-Wrapped	Included w/ XLT
	5-Speed Manual Transmission	(-\$613.00)

Fleet Only Options:

	Daytime Running Lights	\$38.00
	Engine Block Heater	\$30.00
	Privacy Glass	\$275.00
	Side Step Bars, Integrated	\$293.00
X	Delivery of More than 30+ Miles	\$100.00
	Detailed Shop Manual (CD)	\$250.00
	Indicate miles and/or length of extended powertrain warranty coverage offered and price	3 year 100,000 Powertrain \$795.00

Exterior Colors Available:

	Sangria Red Metallic
	Tuxedo Black
	Sterling Gray
	Steel Blue Metallic
	Golf Leaf Metallic
	Ingot Silver
	Blue Flame
	White Suede
X	Oxford White

Interior Colors Available:

	Stone
--	-------

Additional Options/Deletions

	Sport Package Requires XLT Package	\$895.00
X	SYNC	\$336.00
X	Rust proofing	\$295.00

Factory Order Cut-Off Date Estimate of June 2011

Total: \$21,912

Village of Carol Stream

Interdepartmental Memo

TO: Joe Breinig, Village Manager

FROM: Philip J. Modaff, Director of Public Works

DATE: September 1, 2011

RE: Sanitary Sewer Flow Monitoring Study Results

BACKGROUND

Public Works and Engineering staff, in consultation with engineering firm Alfred Benesch & Associates, recently completed a Sanitary Sewer Flow Monitoring project. This project was intended to assess the amount of storm water entering the sanitary sewer system. Inflow and infiltration (I&I) are terms used to describe the ways that groundwater and storm water enter into dedicated sanitary sewer collection systems. *Inflow* is storm water that enters into sanitary sewers at points of direct connection to the system (i.e. - roof drains, downspouts, drains from window wells, etc.). *Infiltration* is groundwater that enters sanitary sewer systems through cracks and/or leaks in sanitary sewer pipes or manholes.

Rain events in recent years have demonstrated that the sanitary sewer collection system is experiencing significant I&I. While some level of I&I is expected, storm water should be entering the storm water sewer system or soaking into the ground without entering the sanitary sewer system. Instead, the Water Reclamation Center (WRC) has, at times, been inundated with flows approaching three times more than its' permitted daily average flow. This increases costs and places a burden on the treatment processes and related equipment. Every gallon of storm water that ends up in the sanitary sewer goes through the entire sewage treatment process, unnecessarily increasing costs related to energy usage, chemical consumption, labor and wear and tear on the mechanical equipment. In addition to the burden on the WRC, storm water in sanitary mains can cause sewage backup in residences, businesses and public rights-of-way.

PROJECT DESCRIPTION

In order to assess the overall volume of I&I and to identify the general problem areas, Public Works and Engineering staffs worked closely with the consultant to identify the best locations to capture valid data. Flow monitors were placed in twenty-two (22) locations in the collection system for a month, capturing baseline (dry-weather) data and two significant storm events that gave a snapshot of wet-weather conditions. Measuring the baseline versus the storm data allowed us to evaluate performance by two key indicators: 1) peaking factor, and; 2) flow difference.

Peaking factor is a measure of the multiple of wet weather flow versus baseline dry-weather flow. For instance, a basin may have baseline flow of 100 gallons per minute (gpm), and wet-weather flow of 300 gpm, yielding a *peaking factor* of 3.0, or three times the amount of normal flow.

Flow difference is simply a measure of the difference in flow volume under dry and wet-weather conditions. Using the same example as above where normal flow is 100 gpm and wet-weather flow is 300 gpm, the *flow difference* would be 200 gpm.

The reason *flow difference* is calculated is because while one basin may have a *peaking factor* of 6 (six times normal flow under wet conditions), the actual *flow difference* may only be 200 gallons per minute (where baseline is 40 gpm and wet weather flow is 240 gpm). However, another basin may have a lesser *peaking factor* of 4 (four times normal flow under wet conditions), but have a *flow difference* of 450 gpm (where baseline is 150 gpm and wet weather flow is 600 gpm). Taking both factors into account allows us to rank the basins that are actually producing the greatest volume of inflow and infiltration.

RESULTS SUMMARY

Data from the twenty-two (22) flow monitoring devices indicate that there is some level of I&I in all of them. Industry experts advise that no system can be rendered 100% free of I&I, and that a peaking factor of 2.0 or below is tolerable (barring a major flow difference). In ranking the results from our study, Benesch used a formula to combine the peaking factor and flow difference from the two rain events. The metering exercise yielded a variety of results:

Significant Inflow & Infiltration

- **Basins 42 and Combination H¹** (located immediately east of the WRC) demonstrated surcharge conditions during the storm events. This means that there was so much storm water in the lines that the pipes overflowed, rendering the metering devices inoperable.
- **Basin 39** (located just north of the WRC) had a peaking factor in both events of well over 8 (eight times normal flow) and a flow difference of nearly 400 gpm
- **Basin 23** (Western Trails) had a peaking factor of nearly 5 and a flow difference of over 600 gpm
- **Combination F** (west of Morton and south of Lies) had a peaking factor of over 4 and a flow difference of over 1,000 gpm

¹ The term "combination" represents those meters that measured flow from several basins

Minimal Inflow & Infiltration

- **Basin 8** (Carol Pointe) demonstrated an average peaking factor over 7 but an average flow difference of a relatively low 110 gpm.
- **Basin 7** (Hunter's Crossing/Steeple Chase/Autumn ridge) demonstrated an average peaking factor over 2.5 and an average flow difference of just 70 gpm.
- **Basin 1** (NW corner of Spring Valley subdivision) showed an average peaking factor of about 3.5 and a flow difference of about 90 gpm.

RECOMMENDATION

The next phase of the effort to identify and reduce I&I will be to pinpoint the sources within the sewer collection system through a variety of methods including televising pipes, conducting manhole inspections and smoke-testing. This work would again be done with the aid of an engineering consultant that has the expertise and equipment necessary to locate problem areas. The current budget contains funding for this work.

Public Works and Engineering staffs are seeking direction to proceed with a Request for Proposals (RFP) from qualified engineering firms to conduct the recommended work. Approval of a contract would be brought to the Village Board for consideration prior to initiating work.

Following completion of that effort, staff will use all of the data collected to propose a multi-year repair/replacement/rehab program that would include manhole rehabilitation, pipe replacement, point repairs and pipe lining.

Once the work in the Village's sewer mains is complete, illegal connections of downspouts, yard drains and sump pumps should also be addressed, as these are typically significant contributors to inflow and infiltration. It is important to acknowledge that storm water is just as likely to come from improper or illegal connections as it is from infrastructure deficiencies. Industry best practices consistently support efforts that reduce I&I through infrastructure repair and elimination of improper and illegal connections.

AGENDA ITEM

G-5 9-6-11

Village of Carol Stream **Interdepartmental Memo**

DATE: September 2, 2011

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

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

RE: Shop Carol Stream- Interim Report

At their August 11th, the Village Board approved in concept a Shop Local program with direction to begin fleshing out the details of a Village-administered program that would include a draft logo, recruitment letter and program brochure to successfully promote a local program.

To this end, I have attached draft program promotional material (logo, recruitment letter & program brochure) for review by the Village Board. In addition, a number of related issues concerning the program would need to be discussed that include whether to include home occupations, tobacco stores and other niche businesses in a recruitment effort. The Shop Lake in the Hills program model does allow home-based business to enroll in the program as long as they have a current local business license. The Village's business license directory lists 325 registered home-based businesses as well as 805 brick and mortar businesses that include some warehousing and manufacturers who would not necessarily be a targeted business.

In the coming month, some focused time will be spent on outlining a future plan to develop the on-line portal through the Constant Contact on-line subscription service we use for public information. This task is critical as it will serve as the communication highway for linking the businesses to the registered consumers. An initial mailing list will also need to be developed that will predominantly target sales tax generating business but also include home occupations and some service industries as well. In addition, options will be proposed for program metrics to be used to measure the effectiveness of the program. Feedback from the program administrator for the Shop Lake in the Hills program urges patience, as developing this type of program, as it is initially slow-going with considerable time spent in the early stage selling and advocating for the program.

With respect to program costs, it is anticipated that minimal color printing of program brochures for the sponsoring businesses can be done in-house by Village staff. In addition, the purchasing of a clear static window cling with the program logo for store windows of registered businesses might also be considered as part of an overall branding effort. Details on this cost is forthcoming.

Please include this item on the upcoming September 6th agenda for consideration by the Village Board. Should you have any questions, please don't hesitate to contact me.

DRAFT

Dear Carol Stream Business Owner:

One of the more important roles local governments perform is economic development which includes business attraction, recruitment and retention, helping foster a thriving business climate through streamlined permitting, quality inspection services as well as administering effective land use planning. In the current struggling economy, the Village Board and staff continue to explore ways to make our community more attractive to both current and prospective businesses.

To this end, the Village is exploring a Shop Local program to spur increased consumer activity from both Carol Stream residents and businesses to your businesses. Extensive consumer research by national small business advocacy groups laud the success of Shop Local programs finding that '68% of every dollar spent locally gets returned to the local economy through sales taxes, payroll wages and other measures of economic support'. The Village is poised to help develop a Shop Local program with the objective of encouraging local consumers to purchase goods and services more often from Carol Stream businesses like you. Revenues from increased sales will help strengthen your business while at the same time creating a stimulus to the community through increased sales tax revenues that help maintain local roads, fund essential public services such as public safety and planned capital improvements.

Enclosed you will find an application that includes simply easy instruction on how to join the Shop Carol Stream program as a partnering business. There is no application fee to be a program partner, however, if you are a Carol Stream business and do not have a business license with the Village, you will be required to register to be able to participate in the program. If sufficient businesses enroll in the program, the Village will kick off a pilot program around Nov. 1st that will include online matching of local consumers with registered local businesses using digital on-line messaging that has details on product and service discounts, product specials or downloadable time-limited coupons that can be redeemed at local Carol Stream businesses.

Please consider joining this program to help attract new customers to your establishment and in so doing strengthen the fabric of the overall local business climate. Should you have any questions about the prospective Shop Carol Stream program, please contact Christopher Oakley, Asst. to the Village Manager at (630) 871-6250 or by e-mail at coakley@carolstream.org



Sincerely,

Frank Saverino Sr.
Mayor

DRAFT





Customer Sign Up:



To receive the discount incentives offered by program businesses, you must register by:

1. Providing the Village with your current e-mail address:

Submit your email at the Village's website, www.carolstream.org/shopcs.html

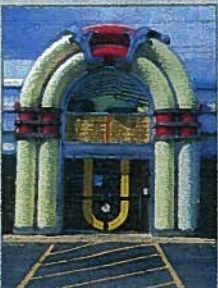
2. Receive periodic discount coupons from participating businesses.

3. Print and redeem your coupons.

4. Spread the word by:

⇒ Telling your friends & neighbors

⇒ Encourage your favorite Carol Stream business to join the Shop Local program.



Become a 'Shop Local' Partner

Local businesses interested in joining the "Shop Carol Stream" program can visit www.carolstream.org/shopcs.html to register. Upon registering, you will receive:

- Program Flyers for display at business
- A Shop Carol Stream window cling
- Recognition on the program web site

Carol Stream businesses interested in participating as a Coupon Contributor must :

- Commit to providing an e-coupon to registered prospective customers. The coupon would be valid for a pre-scheduled, limited time only.
- Forward a brief bio/marketing piece about your business and an accompanying photo/logo for inclusion on the Village website and on the e-coupon.

In addition to receiving the above listed items, coupon contributors will also receive:

- A Feature article on the Shop Carol Stream program website.
- Exposure in Village publications, newsletters, website and local cable access channel.

For more program information, contact:

Christopher Oakley
coakley@carolstream.org
(630) 871-6250

Village of Carol Stream
500 N. Gary Ave.
Carol Stream, IL. 60188
(630) 871-6250

www.carolstream.org/shopcs.html

SHOP



Carol Stream



www.carolstream.org/shopcs.html

Coupon Contributors

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____

Program Sponsors:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____



The ECONOMIC IMPACTS of SHOPPING LOCALLY

Shopping local has a tremendous impact on the local economy. The Village collects 1.75% out of the 8% charged for sales tax on general merchandise purchases in Carol Stream businesses. It may sound small, but these sales tax dollars add up. In fact, they currently make up 37% of the Village's total general operating fund revenues. These revenues are used to maintain Village roadways, perform capital projects, provide valuable services and offer residents a variety of recreational programs.

As a consumer, as long as you have to pay the sales tax, why not put the dol-

lars back into the community where you live and where you will ultimately benefit. In addition to strengthening the local economy, buying local also influences increases in local employment, enhances community identity and improves the environment.

The Village subscribes to the shop local philosophy and whenever possible will purchase needed supplies or services from local companies. If you are interested in learning more about how you can participate or for a list of Carol Stream businesses, visit the Village's website for more information.



**AN ORDINANCE AUTHORIZING THE EXECUTION
OF A FIRST AMENDMENT TO AN ANNEXATION AGREEMENT
(McCASLIN PARK - 27W650 NORTH AVENUE)**

WHEREAS, the Carol Stream Park District is the owner of the property located at 27W650 North Avenue, McCaslin Park, such property being legally described as follows:

That part of the West Half of the Northwest Quarter of Section 36, Township 40 North, Range 9 East of the Third Principal Meridian described as follows:

Beginning at the intersection of the West Line of the East Half of the Northwest Quarter of said Section 36 and the North Line of North Avenue (State Route 64) heretofore dedicated per Documents 252200, 252201, 334933; thence North 81 Degrees 07 Minutes 06 Seconds West, 1156.76 Feet along said North line; thence North 00 Degrees 00 Minutes 27 Seconds East, 336.26 Feet; thence North 50 Degrees 41 Minutes 48 Seconds West, 41.35 feet; thence North 00 Degrees 00 Minutes 27 Seconds East, 174.66 Feet; thence South 89 Degrees 59 Minutes 33 Seconds East, 150.00 feet; Thence North 00 Degrees 00 minutes 27 Seconds East, 720.00 Feet; thence North 88 Degrees 32 Minutes 12 Seconds East, 773.01 Feet; thence South 28 Degrees 41 Minutes 31 Seconds East, 530.58 Feet to the aforementioned West Line of the East Half of the Northwest Quarter of Section 36, thence South 00 Degrees 09 Minutes 37 Seconds West, 990.00 Feet along said West Line to the point of beginning, in DuPage County, Illinois; and

WHEREAS, the Carol Stream Park District has petitioned the Village of Carol Stream to approve the First Amendment to the Annexation Agreement Southwest Corridor (McCaslin Park); and

WHEREAS, the Village Board of Trustees, pursuant to proper legal notice, has held a public hearing regarding the amendment to the annexation agreement; and

WHEREAS, an amendment to the annexation agreement has been drafted and found acceptable by the parties hereto.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILAGE OF CAROL STREAM, DUPAGE COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWER, AS FOLLOWS:

Section 1:

The First Amendment to Annexation Agreement Southwest Corridor (McCaslin Park) between the Village of Carol Stream and the Carol Stream Park District, as attached hereto, is hereby approved.

Section 2:

The Mayor and Village Clerk are authorized and directed to execute the attached First Amendment to Annexation Agreement Southwest Corridor (McCaslin Park) on behalf of the Village of Carol Stream, Illinois.

PASSED AND APPROVED THIS ____ DAY OF _____, 2011

AYES: _____

NAYS: _____

ABSENT: _____

Mayor

(SEAL)

ATTEST:

Village Clerk

**FIRST AMENDMENT TO
ANNEXATION AGREEMENT
SOUTHWEST CORRIDOR
(McCASLIN PARK)**

This First Amendment to the Annexation Agreement Southwest Corridor is made and entered into this ___ day of _____, 2011, by and between the Village of Carol Stream, an Illinois municipal corporation (herein after referred to as the "Village") and the Carol Stream Park District, Du Page County, Illinois (hereinafter referred to as the "Owners")(the Village and the Owners are sometimes collectively referred to as the "Parties"):

WHEREAS, the Parties hereto have previously entered into an agreement titled "Annexation Agreement Southwest Corridor" dated January 11, 2010 ("Annexation Agreement"), and

WHEREAS, the Parties seek to amend said Agreement to accommodate changes in circumstances regarding access to water mains, and use of existing well and septic for the Carol Stream Park District's McCaslin Park, most notably that McCaslin Park is to be developed prior to the time that the Village of Carol Stream will have extended its water main to that vicinity, necessitating the Carol Stream Park District to extend said water main now, and

WHEREAS, in order to formalize and memorialize the agreements of the Parties the Annexation Agreement must be amended.

NOW, THEREFORE, in consideration of the following and other good and valuable consideration, the receipt of which is hereby acknowledged, the Village and the Owners hereby agree to amend the Annexation Agreement as follows:

1. Paragraph Eight (8) of the Annexation Agreement is hereby amended in its entirety to read as follows:
 8. Subject to the conditions set forth herein, the Owners shall construct and extend the potable water main along the North Avenue frontage of the McCaslin Park property for a suitable distance so as to provide water service to the facilities in McCaslin Park, said extension to commence at the existing water main located within the North Avenue right-of-way at the southeast corner of the McCaslin Park property. Said water main extension shall be constructed in strict accordance with the plans and specifications previously approved by the Village and shall be subject to Village inspection and approval. The Village agrees to reimburse the Owners for the cost of the water main extension, provided that the cost of the water main extension shall be based upon bid unit prices of a competitive bid approved by the Village prior to construction. The Owner shall be responsible to construct, at their sole cost and expense, the private service lines necessary to connect to the municipal water or sewer system. The Owner shall be allowed to connect to the municipal water system. Prior to connection, the Owner shall, at their own cost and expense: ^{a)} disconnect (excepting the continued use of the well for the Coyote Crossing Mini Golf building, see below) the current water service from any existing well and eliminate any cross connections; ^{b)} discontinue use of any existing well as a potable water supply; and ^{c)} execute an Application and Consent to Rules – Carol Stream

**First Amendment To Annexation Agreement
McCaslin Park**

Water Service User, Exhibit A attached hereto. The Owner shall be allowed to use the existing well solely for service at the Coyote Crossing Mini Golf building, provided, however, that at such time as the Property is annexed to the Village, the Owners shall disconnect the well and connect to the Village's water system at their sole cost and expense. In the event that the well is determined to be contaminated or is determined to be cross-connected with the Village's water system, the Owner shall be required to abandon and cap the well in accordance with applicable law. The Owner shall abide by the same ordinances, laws, rules and regulations with respect to water and sewer service as consumers and customers within the corporate limits of the Village, including, but is not limited to, any sprinkling bans or limitations which may be impose by the Village. The Owner shall not be required to pay the Special Southwest Utility construction fee. The Owner shall not be required to pay the regular water and sewer connection fees, with the exception of pass-through costs. Until the Property is annexed to the Village, the Owner shall pay 100% of the customary water charges applicable to uses within the Village.

- 2. All remaining provisions of the Annexation Agreement not amended herein shall remain in full force and effect.

IN WITNESS WHEREOF this Agreement has been duly executed by those whose names are subscribed below or on the signature pages attached hereto from time to time, and which pages are specifically incorporated herein.

OWNERS

VILLAGE OF CAROL STREAM

By: _____
President, Carol Stream Park District

By: _____
Mayor, Village of Carol Stream

(Printed Name)

(Printed Name)

By: _____
Secretary of the Board

By: _____
Village Clerk

(Printed Name)

(Printed Name)

Subscribed and sworn to before me this

_____ Day of _____, 2011

Notary Public

EXHIBIT A
APPLICATION AND CONSENT TO RULES
CAROL STREAM WATER SERVICE USER

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

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

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

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

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

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

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

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

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

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

Dated: _____

OWNERS:

AGENDA ITEM

H-2 9-6-11

ORDINANCE NO. 2011-__-__

AN ORDINANCE GRANTING A VARIATION FROM THE CAROL STREAM ZONING CODE TO ALLOW FOR THE OUTDOOR STORAGE AND DISPLAY OF MERCHANDISE IN THE B-2 GENERAL RETAIL ZONING DISTRICT (WALGREENS PHARMACY, 540 N. SCHMALE ROAD)

WHEREAS, Eric Kolodzik, Store Manager for Walgreens Pharmacy, hereinafter referred to as the Petitioner, has petitioned the Village of Carol Stream for a variation from the provisions of Section 16-9-1(C) of the Village of Carol Stream Zoning Code to allow for the outdoor storage and display of merchandise in the form of two propane tank cages in the B-2 General Retail Zoning District as provided in Section 16-15-6 of the Carol Stream Code of Ordinances, on the property legally described in Section 1 herein and commonly known as 540 S. Schmale Road, Carol Stream, Illinois; and

WHEREAS, pursuant to Section 16-15-6 of the Carol Stream Code of Ordinances, the Combined Plan Commission/Zoning Board of Appeals at a regular meeting thereof, held a public hearing on the above petition on August 22, 2011, following proper legal notice of said public hearing, after which the Board voted to recommend to the Mayor and Board of Trustees of the Village that a variation as provided herein be approved, subject to conditions; and

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

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

SECTION 1: The Mayor and Board of Trustees of the Village, after examining the Petition for Variation and the Findings and Recommendations of the Zoning Board of Appeals, have determined and find:

1. That the property in question, other than a single-family residential lot, cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located; and
2. That the plight of the owner is due to unique circumstances; and
3. That the variation, if granted, will not alter the essential character of the locality; and
4. That the particular physical surroundings, shape, or topographical conditions of the specific property involved would bring a particular hardship upon the owner as distinguished from a mere inconvenience if the strict letter of the regulation were to be carried out; and
5. That the conditions upon which the petition for variation is based would not be applicable generally to other property within the same district; and
6. That the granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located.

SECTION 2: Based upon the foregoing, the Petition for a variation from Section 16-9-1(C) of the Carol Stream Zoning Code, which provides that all business, service, storage, merchandise and display shall be conducted wholly within an enclosed building, is hereby granted to allow for the outdoor placement of two propane tank storage cages on the private sidewalk located along the south side of the Walgreens Pharmacy building upon the real estate commonly known as 540 S. Schmale Road, Carol Stream, Illinois, and legally described as follows:

LEGAL DESCRIPTION:

THAT PART OF THE SOUTH ½ OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DU PAGE COUNTY, ILLINOIS DESCRIBED AS FOLLOWS; COMMENCING AT THE INTERSECTION OF THE SOUTHERLY EXTENSION OF THE EAST LINE OF I.P.F. NO. 1 SUBDIVISION AND THE SOUTH LINE OF SAID SECTION 28; THENCE NORTH 00° 06' 32" WEST ALONG SAID SOUTHERLY EXTENSION 50.04 FEET TO THE NORTH RIGHT-OF-WAY LINE OF FULLERTON AVENUE HERETOFORE DEDICATED PER

DOCUMENT NUMBER R83-17975; THENCE NORTH 87° 36' 54" EAST ALONG SAID NORTH LINE, 515.29 FEET TO THE POINT OF BEGINNING; THENCE 02° 23' 06" WEST, 255.00 FEET; THENCE NORTH 87° 36' 54" EAST, 293.27 FEET TO THE WEST LINE OF SCHMALE ROAD AS CONVEYED TO DU PAGE COUNTY PER DOCUMENT NUMBER R92-250902; THENCE THE FOLLOWING TWO COURSES ALONG SAID WEST LINE; THENCE SOUTH 00° 05' 50" EAST, 245.04 FEET; (2) THENCE SOUTH 43°20' 54" WEST, 14.55 TO SAID NORTH LINE OF FULLERTON AVENUE; THENCE SOUTH 87° 36' 54" WEST ALONG SAID NORTH LINE, 273.07 FEET TO THE POINT OF BEGINNING, CONTAINING 1.69 ACRES, MORE OR LESS.

SECTION 3: The approval of the variation granted in Section 1 herein, is subject to the following conditions:

1. That the propane cages must be kept locked, and that access to the cages must be limited to Walgreens or Blue Rhino employees;
2. That "no smoking" signs must be posted in the immediate vicinity of the cages;
3. That a Hazmat Placard indicating the type of gas and any health hazard(s) must be posted in the immediate vicinity of the cages; and
4. That the cages must be located at least 15 feet from any door or building opening; and
5. That the tanks must be stored in an approved, secure enclosure, protected from vehicle impact as approved by the Fire District.

SECTION 4: This Ordinance shall be in full force and effect from and after passage, approval and publication in pamphlet form as provided by law.

PASSED AND APPROVED THIS 6th DAY OF September, 2011.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr. Mayor

ATTEST:

Beth Melody, Village Clerk

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

Date

Owner/Party In Interest

ORDINANCE NO. 2011-__-__

**AN ORDINANCE APPROVING AN AMENDMENT TO A SPECIAL USE PERMIT
TO ALLOW OUTDOOR ACTIVITIES AND OPERATIONS AND
AN AMENDMENT TO VARIATION FOR LANDBANKED PARKING
IN THE I INDUSTRIAL DISTRICT
(TEMPLE-INLAND CORPORATION, 139 FULLERTON AVENUE)**

WHEREAS, Bradley Wood of Northern Builders on behalf of Temple-Inland Corporation, hereinafter referred to as the Petitioner, has petitioned the Village of Carol Stream for an Amendment to a Special Use Permit for Outdoor Activities and Operations to allow for outdoor trailer storage in accordance with Section 16-10-2(B)(14) of the Carol Stream Code of Ordinances, and an Amendment to a Variation to allow landbanked parking in accordance with Section 16-13-2-(G) of the Carol Stream Code of Ordinances, on the property legally described in Section 3 herein and commonly known as 139 Fullerton Avenue, Carol Stream, Illinois; and

WHEREAS, at their meeting on July 5, 2011, the Village Board adopted Ordinance 2011-07-21, which granted a Special Use Permit for outdoor activities and operations in the form of trailer storage, and which also granted a Variation for landbanked parking; and

WHEREAS, due to corporate-level changes in the industry, concern over the time needed to complete the project, and budgetary concerns, Temple-Inland has decided to revise the scope of the building renovation project, including changes to the outdoor trailer parking and landbanked parking configuration; and

WHEREAS, pursuant to Sections 16-15-6 and 16-15-8 of the Carol Stream Code of Ordinances, the Combined Plan Commission/Zoning Board of Appeals at a regular meeting thereof, held a public hearing on the above petition on August 22, 2011, following proper legal notice of said public hearing, after which the Commission voted to recommend to the Mayor and Board of Trustees of the Village that the

Amendment to the Special Use Permit to allow outdoor trailer parking and the Amendment to the Variation to allow landbanked automobile parking be approved; and

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

WHEREAS, the owner of the property has agreed to install the total number of parking spaces required by the Zoning Code, if deemed necessary by the Village in the future, and will “landbank” an area of sufficient size to accommodate the required number of parking spaces.

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

SECTION 1: The Mayor and Board of Trustees of the Village, after examining the Petition for an Amendment to a Special Use and the Findings and Recommendations of the Combined Plan Commission/Zoning Board of Appeals, have determined and find that the requested Special Use:

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

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

SECTION 2: The Mayor and Board of Trustees of the Village, after examining the Petition for an Amendment to a Variation and the Findings and Recommendations of the Combined Plan Commission/Zoning Board of Appeals, have determined and find that, with respect to the requested Variation:

- (1) That the property in question, other than a single-family residential lot, cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located.
- (2) That the conditions upon which the petition for variation is based would not be applicable generally to other property within the same district.
- (3) That the granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located.
- (4) That the plight of the owner is due to unique circumstances.
- (5) That the variation, if granted, will not alter the essential character of the locality.

SECTION 3: An Amendment to a Special Use Permit is hereby approved and granted for Outdoor Activities and Operations to allow outdoor parking of up to 34 trailers, and an Amendment to a Variation is hereby approved and granted to allow the landbanking of 82 out of the 198 required automobile parking spaces, subject to the conditions set forth in Section 4, upon the real estate commonly known as 139 Fullerton Avenue, Carol Stream, Illinois and legally described as follows:

LEGAL DESCRIPTION:

Lot 1 in Jay C. Bennett, Sr. – County Clerk Crown Zellerbach Corporation Assessment Plat, in the West Half of the Southeast Quarter of Section 29, Township 40 North, Range 10, East of the Third Principal Meridian, According to the Plat thereof recorded March 12, 1985, as Document R-85-17204 in DuPage County, Illinois.

SECTION 4: The approval of the Amendment to the Special Use Permit granted in Section 1 and the Amendment to the Variation granted in Section 2 herein is subject to the improvements being constructed and maintained in accordance with the attached plans, including the Geometric Plan dated August 18, 2011, Landbanked Parking Plan dated August 15, 2011, the Architectural Site Plan dated August 15, 2011, Building Elevations dated August 15, 2011, and the Landscape Plans dated August 15, 2011, and also subject to the following conditions:

1. That tree protection measures shall be implemented prior to the commencement of site construction activities to protect the existing trees that are intended to fulfill, in part, the screening requirement for the trailers that will be parked at the east edge of the site;
2. That the southernmost trailer storage spaces shall be the last spaces used in the event that there are fewer than 34 trailers stored on site;
3. That all new rooftop mounted mechanical equipment shall be fully screened by parapet walls or equipment screens;
4. That the landscape materials shall be installed as shown on the attached landscape plan, and that all materials shall be maintained in a healthy condition, with dead or dying materials being replaced in accordance with the approved plan on an annual basis;
5. That parking spaces shall be striped in accordance with the Village's looped striping detail;
6. That the parking lot shall be lighted in accordance with the Village Code requirements; and
7. That the business and property shall be operated and maintained in accordance with all applicable state, county and village codes and requirements.

SECTION 5: This Ordinance shall be in full force and effect from and after passage, approval and publication in pamphlet form, provided, however, that this Ordinance is executed by the owners or such other party in interest, consenting to and agreeing to be bound by the terms and conditions contained within this Ordinance. Such execution and delivery to the Village shall take place within sixty (60) days after

the passage and approval of this Ordinance or within such extension of time as may be granted in the discretion of the corporate authorities, by motion.

SECTION 6: The failure of the owner or other party in interest, or a subsequent owner or other party in interest, to strictly comply with the terms and conditions of this Ordinance, after execution of this Ordinance, shall subject the owner or party in interest to the penalties set forth in Section 16-17-7 A and B of the Carol Stream Code of Ordinances, and/or termination of the special use permit after notice and public hearing in accordance with the procedures required by the Carol Stream Code of Ordinances.

PASSED AND APPROVED THIS 6TH DAY OF SEPTEMBER 2011.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr. Mayor

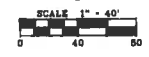
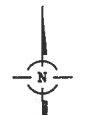
ATTEST:

Beth Melody, Village Clerk

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

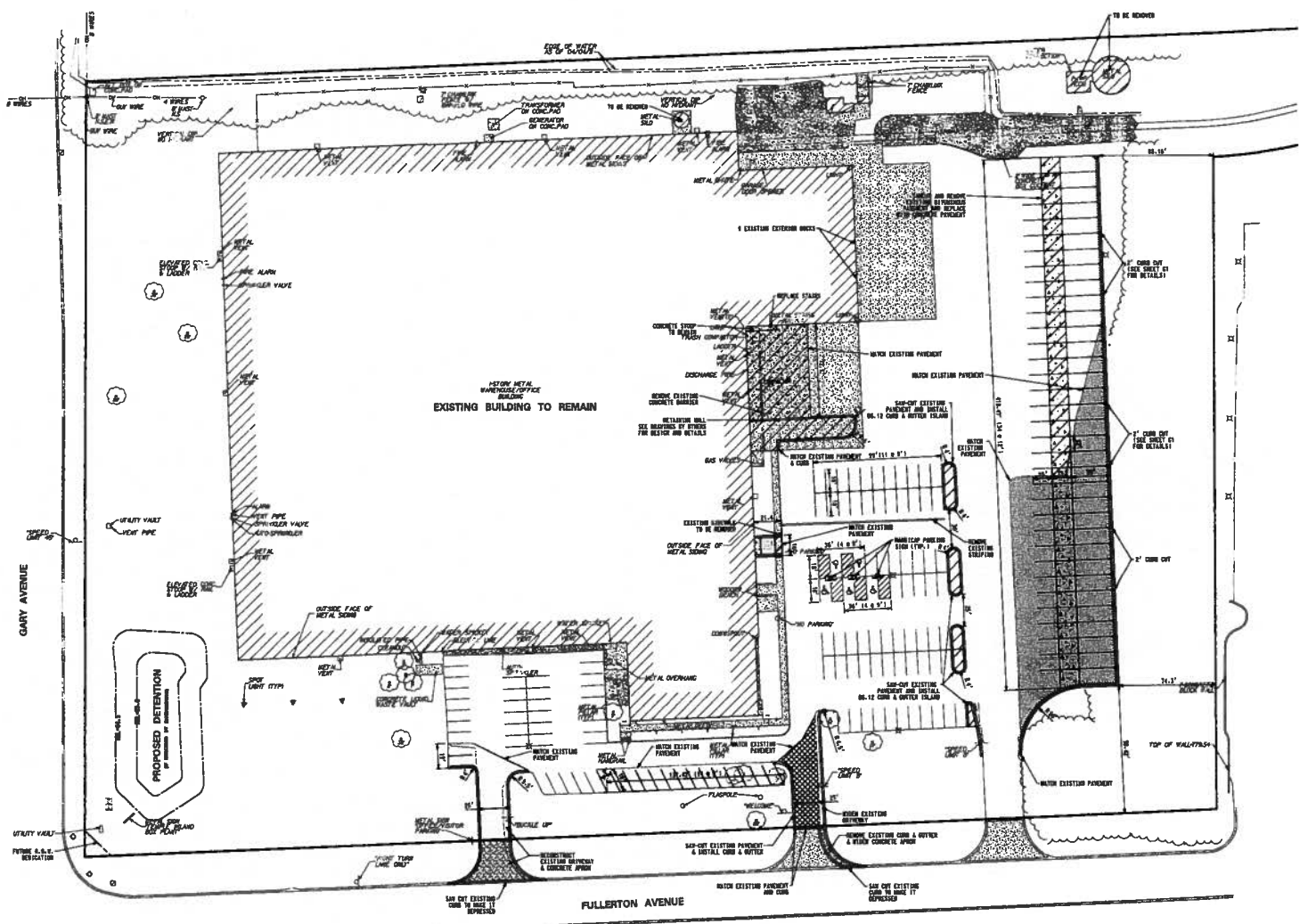
Date

owner/party in interest



- LEGEND**
- EXISTING PAVEMENT/SIDEWALK TO BE REMOVED
 - PROPOSED HEAVY DUTY PAVEMENT
 - PROPOSED CONCRETE PAVEMENT
 - STANDARD PAVEMENT
 - PROPOSED SIDEWALK
 - 2" ASPHALT GRIND & OVERLAY
 - PROPOSED 6x12 CURB AND GUTTER, REVERSE PITCH
 - PROPOSED 6x12 CURB AND GUTTER, STANDARD PITCH
 - DEPRESSED CURB

- NOTES:**
1. ALL DIMENSIONS ARE TO THE BACK OF CURB UNLESS OTHERWISE NOTED.
 2. SEE SHEET T-1 FOR PAVEMENT SECTIONS.
 3. ALL PARKING SHALL BE STRIPED IN ACCORDANCE WITH CURB STRIPES LOADED MARKING DETAIL WHICH CAN BE FOUND ON SHEET D-1.
 4. ALL CURB RAMP TRUNCATED DORIES SHALL BE IN A CONTRASTING COLOR TO THE SURROUNDING AREA.
 5. STRIPING FOR ALL ACCESSIBLE STALLS SHALL BE OF A HIGH QUALITY YELLOW PAVEMENT STRIPING PAINT.



NO.	DATE	REMARKS

3	8/16/11	REVISIONS PER OWNER
2	8/15/11	REVISIONS PER OWNER
1	8/2/11	PER OWNER NEW SITE PLAN
NO.	DATE	REMARKS

GEOMETRIC PLAN
TEMPLE - INLAND
139 E. FULLERTON AVENUE
CAROL STREAM, ILLINOIS

CONSULTING ENGINEERS:
STEPHENSON ENGINEERS
AND SURVEYORS
 1923 W. Higgins Road, Suite 100,
 Carol Stream, Illinois 60142
 Phone: (630) 691-8000 Fax: (630) 691-8005

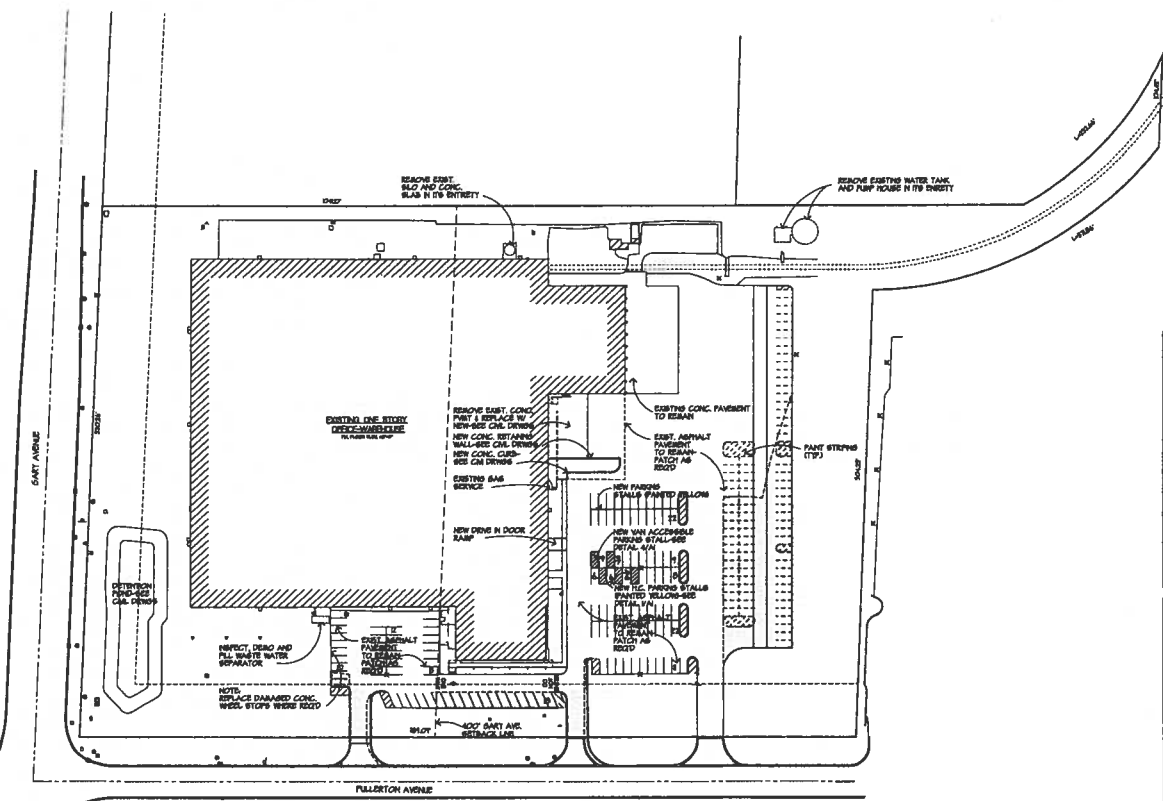


SPAGECO INC.
 FILENAME:
 8752GM1.DGN


DATE:
 08/15/11

JOB NO.
 8752

SHEET
L1
 4 OF 12



LANDBANKED PARKING PLAN
SCALE: 1/8"=1'-0"
N

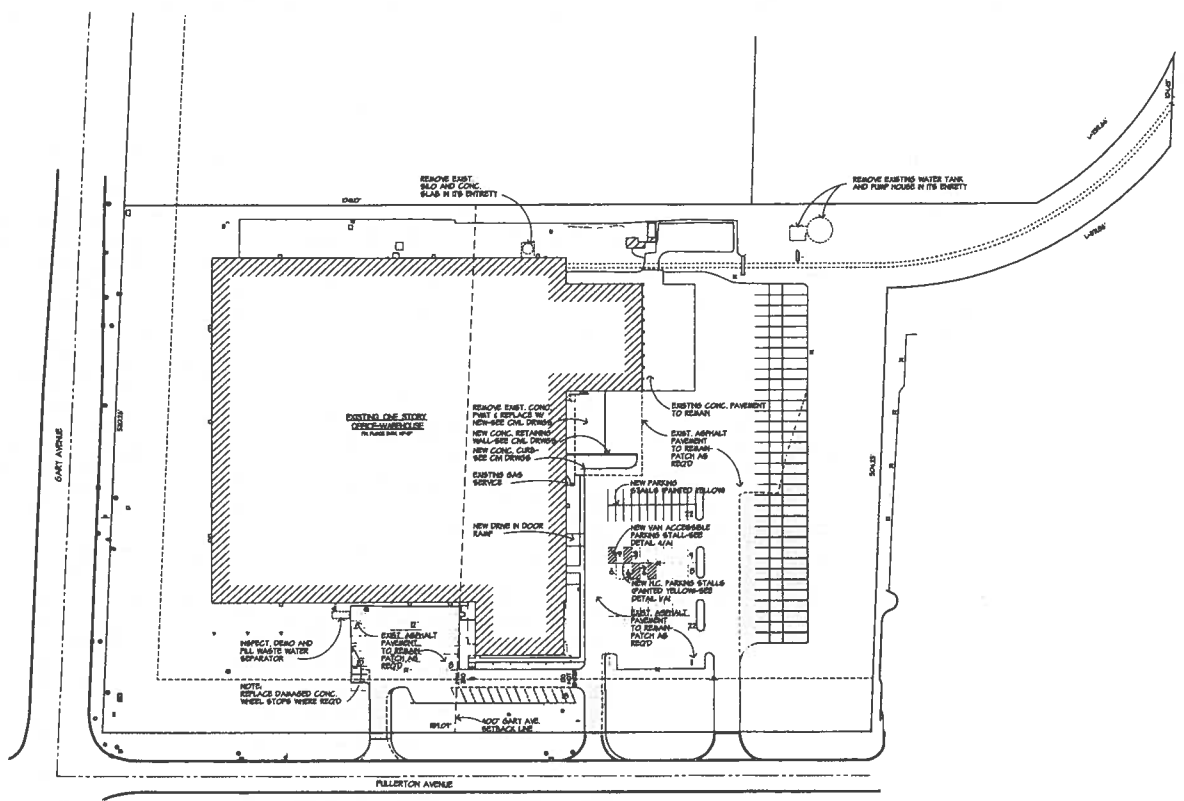


CONSTRUCTION DATA

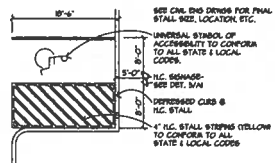
BLINDS CODE	WALL, COMPLETE WITH SLABS OF CAROL STREAM OPERATORS AND ALL INTERIOR APERTURES.
	3000 INTERNATIONAL BILDING CODE
	3000 NATIONAL ELECTRICAL CODE NFPA 70
	3000 LIQUOR TULLING CODE
	3000 INTERNATIONAL MECHANICAL CODE
	3000 INTERNATIONAL PERMIT ADMINISTRATION CODE
	3000 INTERNATIONAL PLUMBING AND GAS CODE
	3000 INTERNATIONAL ROOFING CONSTRUCTION CODE
	3000 CODES SUBJECT TO CHANGES
FIRE DEPARTMENT	3000 INTERNATIONAL FIRE CODE
EDNA	- NATIONAL
ESTIM	3000 INTERNATIONAL ESTIMATING CODE
CONSTRUCTION TYP.	TYP. IS FULLY SPECIFIED NON-COMPOSITE
ESTIM	3000 INTERNATIONAL AND RELATED OCCUPANT
OCCUPANT TYP.	30 - FURNITURE, GENERAL AND RELATED OCCUPANT
	30 - BUREAU
APPROVED PARTS	MANUFACTURED PARTS AND EMBLEM
	3000 INTERNATIONAL CODES
	3000 INTERNATIONAL CODES
	3000 INTERNATIONAL CODES
ESTIM	3000 INTERNATIONAL CODES

SITE DATA

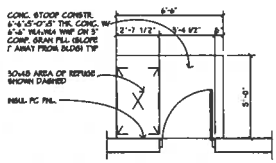
SITE AREA (GROSS AC)	2547,560 S.F.
BUILDING AREA	
OFFICE AREA	1,725 S.F.
MANUFACTURING	46,500 S.F.
WAREHOUSE	5,825 S.F.
TOTAL BUILDING AREA	54,050 S.F.
PARKING	
OFFICE PARKING	87 SPS
MANUFACTURING PARKING	48 SPS
WAREHOUSE PARKING	15 SPS
TOTAL REQUIRED PARKING	150 SPS
PARKING AREAS	
PARKING PROVIDED	85 SPACES
ACCESSIBLE PARKING PROVIDED	4 SPACES
NON-ACCESSIBLE PARKING PROVIDED	1 SPACE
TOTAL	90 SPACES
LANDBANKED PARKING	
PARKING AREA WITHIN 400' SART AVE. SETBACK	2,825 S.F.
GREEN SPACE REQUIRED 0.75	2,119 S.F.
PROVIDED GREEN SPACE (GREEN HATCHED)	567 S.F.
PARKING AREA OUTSIDE OF 400' SART AVE. SETBACK	30,275 S.F.
GREEN SPACE REQUIRED 0.75	22,706 S.F.
PROVIDED GREEN SPACE (GREEN HATCHED)	1,548 S.F.
TOTAL DISTURBED AREA FOR NEW PARKING	29,443 S.F.
TRUCKS	
EXISTING EXTERIOR TRUCK DOCKS	1 DOCKS
NEW EXTERIOR TRUCK DOCKS	4 DOCKS
DRIVE-IN DOCKS	5 DOCKS



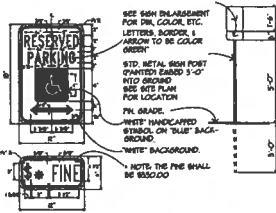
SITE PLAN
SCALE: 1/8"=1'-0"



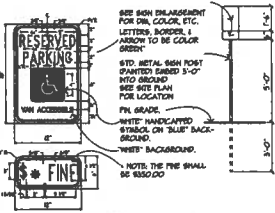
H.C. STALL
SCALE: 1/8"=1'-0" (1)



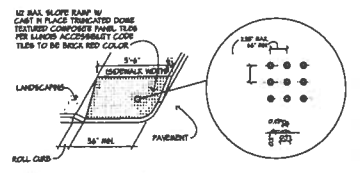
ENLARGED CONC. STOOP PLAN
SCALE: 1/4"=1'-0" (2)



HANDICAPPED PARKING SIGN
SCALE: 1/2"=1'-0" (3)



VAN ACCESSIBLE PARKING SIGN
SCALE: 1/2"=1'-0" (4)



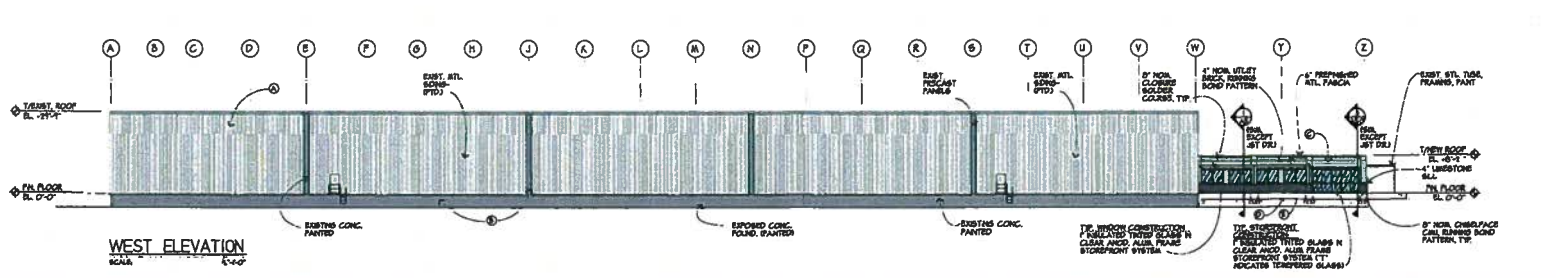
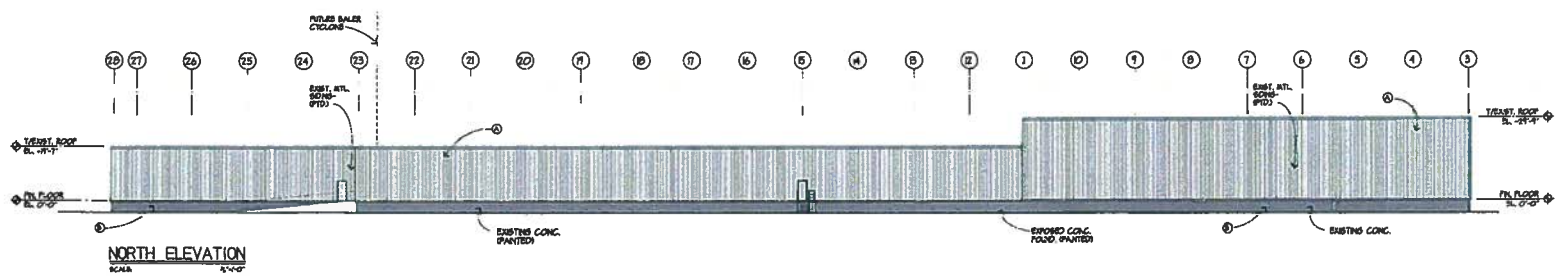
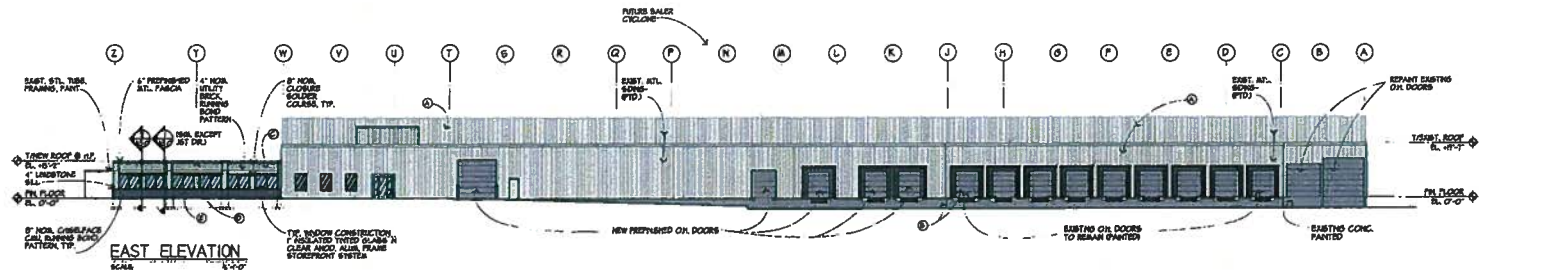
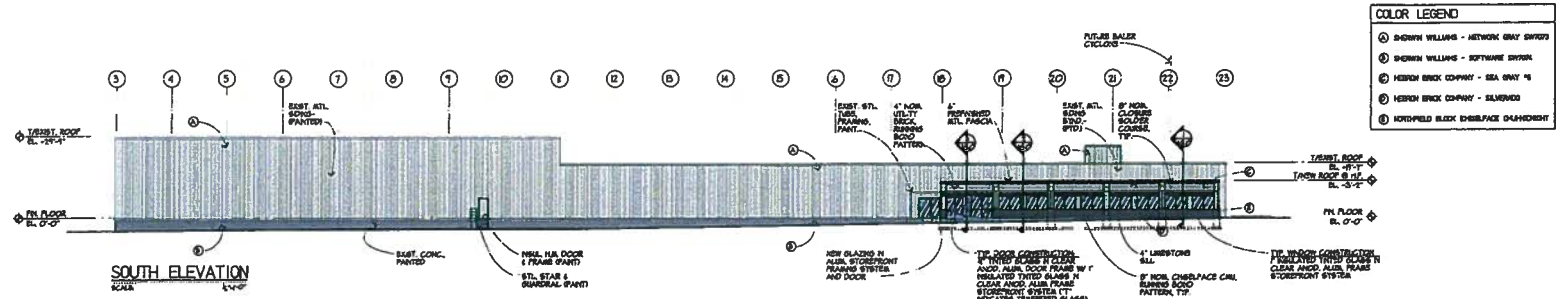
ACCESSIBLE CURB RAMP
NO SCALE (5)

northern
Northern Builders, Inc.
5040 River Road, Suite 1, 0076
(971) 875-5000

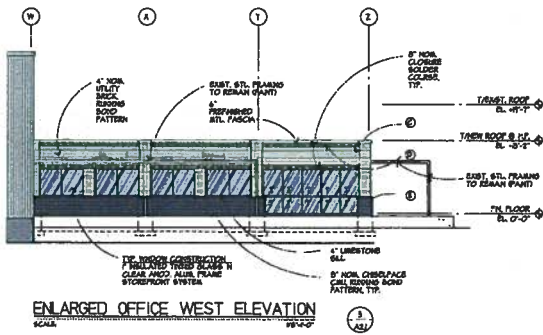
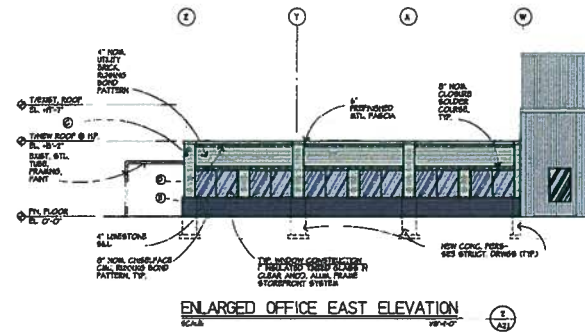
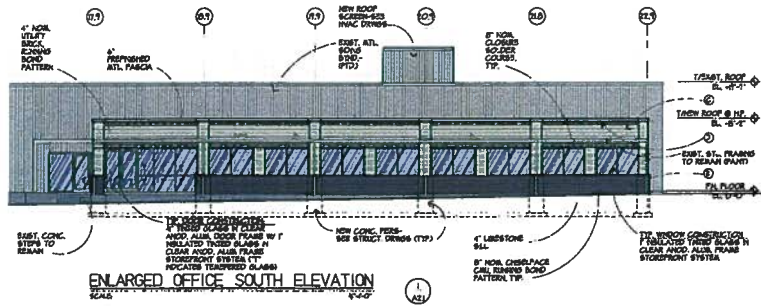
NEW OFFICE AND WAREHOUSE REMODELING FOR
TEMPLE IN LAND
188 FILLERTON AVE. CAROL STREAM, ILLINOIS

PROJECT NO. 2020
DRAWN BY: JLD
DATE/ISSUE: 11/11/2020

SHEET NO. A1
J.L.O. SHEETS



northern Builders, Inc.
 5500 River Road, Suite 100, L. 6000, 6701 815-5000
 HARRIS ARCHITECTS INC.
 10000 West 10th Avenue, Suite 100, Golden, Colorado 80401
 OFFICE AND WAREHOUSE REMODELING FOR
TEMPLE-IN-LAND
 58 PULLERTON AVE. CAROL STREAM, ILLINOIS
 PROJECT NO. 2020
 DRAWN BY JS
 DATABASE: TEMPLELAND20
 SHEET NO. A2.0
 OF 1,9 SHEETS



northam
Northam Builders, Inc.

3000 River Road, Suite 100, L. 6026, 817-678-0000

HARRIS ARCHITECTS, INC.
1000 W. WASHINGTON ST., SUITE 100, CHICAGO, IL 60606
312-467-1000

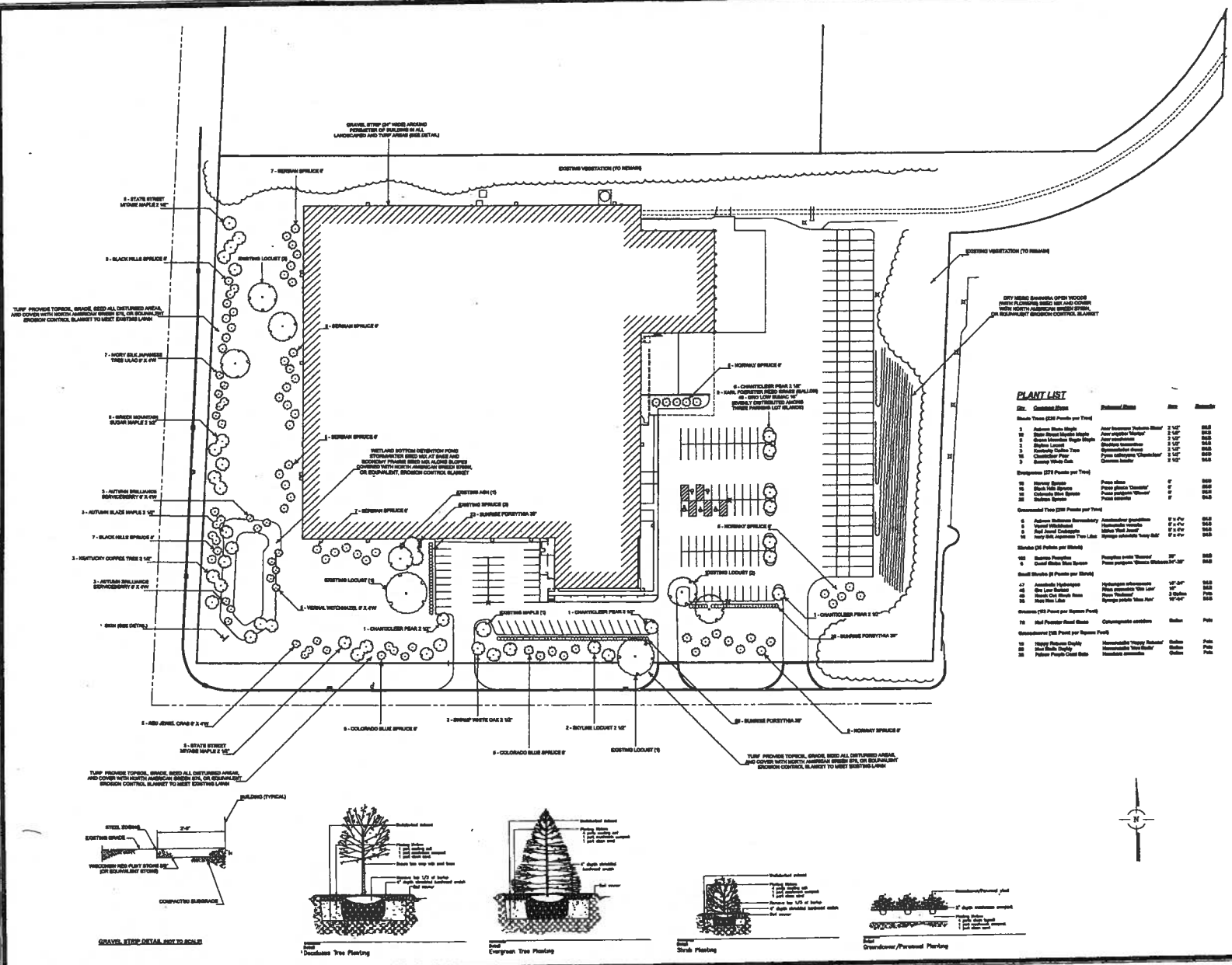


OFFICE AND WAREHOUSE REBUILDING FOR
TEMPLE-IN-LAND
638 FULLERTON AVE. CAROL STREAM, ILLINOIS

DATE: 11-18-11
PROJECT NO.: 11-118
DRAWN BY: JH
CHECKED BY: JH
DATEBASE: TEMPLELANDS

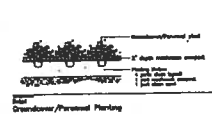
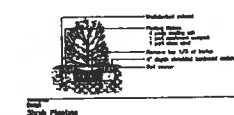
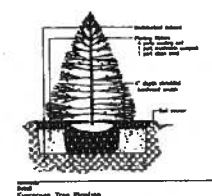
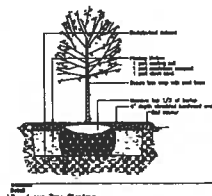
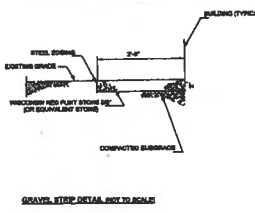
PROJECT NO.: 11-118
DRAWN BY: JH
DATEBASE: TEMPLELANDS

SHEET NO.:
A2.1
OF 4 SHEETS

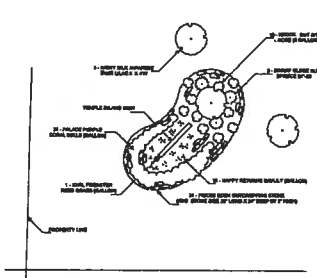


PLANT LIST

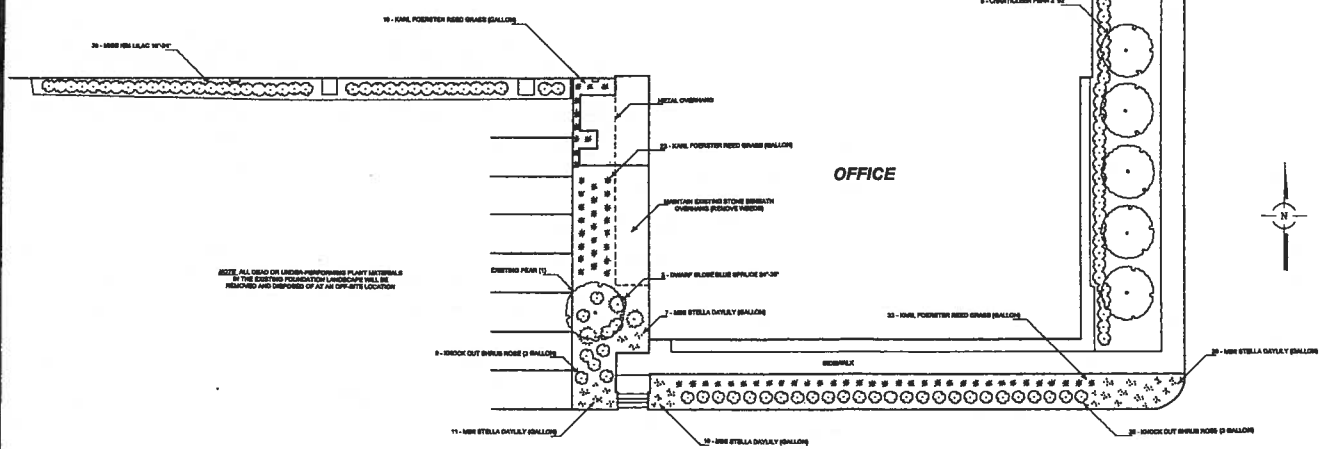
Qty	Common Name	Plant Name	Size	Notes
Shrub Trees (250 Plants per Tree)				
1	Autumn Blaze Maple	Acer Freemanii	2 1/2"	100
2	Black Hills Spruce	Picea canadensis	2 1/2"	100
3	Black Hills Spruce	Picea canadensis	2 1/2"	100
4	Black Hills Spruce	Picea canadensis	2 1/2"	100
5	Black Hills Spruce	Picea canadensis	2 1/2"	100
6	Black Hills Spruce	Picea canadensis	2 1/2"	100
7	Black Hills Spruce	Picea canadensis	2 1/2"	100
8	Black Hills Spruce	Picea canadensis	2 1/2"	100
9	Black Hills Spruce	Picea canadensis	2 1/2"	100
10	Black Hills Spruce	Picea canadensis	2 1/2"	100
11	Black Hills Spruce	Picea canadensis	2 1/2"	100
12	Black Hills Spruce	Picea canadensis	2 1/2"	100
13	Black Hills Spruce	Picea canadensis	2 1/2"	100
14	Black Hills Spruce	Picea canadensis	2 1/2"	100
15	Black Hills Spruce	Picea canadensis	2 1/2"	100
16	Black Hills Spruce	Picea canadensis	2 1/2"	100
17	Black Hills Spruce	Picea canadensis	2 1/2"	100
18	Black Hills Spruce	Picea canadensis	2 1/2"	100
19	Black Hills Spruce	Picea canadensis	2 1/2"	100
20	Black Hills Spruce	Picea canadensis	2 1/2"	100
Shrub Trees (500 Plants per Tree)				
1	Autumn Blaze Maple	Acer Freemanii	2 1/2"	100
2	Black Hills Spruce	Picea canadensis	2 1/2"	100
3	Black Hills Spruce	Picea canadensis	2 1/2"	100
4	Black Hills Spruce	Picea canadensis	2 1/2"	100
5	Black Hills Spruce	Picea canadensis	2 1/2"	100
6	Black Hills Spruce	Picea canadensis	2 1/2"	100
7	Black Hills Spruce	Picea canadensis	2 1/2"	100
8	Black Hills Spruce	Picea canadensis	2 1/2"	100
9	Black Hills Spruce	Picea canadensis	2 1/2"	100
10	Black Hills Spruce	Picea canadensis	2 1/2"	100
11	Black Hills Spruce	Picea canadensis	2 1/2"	100
12	Black Hills Spruce	Picea canadensis	2 1/2"	100
13	Black Hills Spruce	Picea canadensis	2 1/2"	100
14	Black Hills Spruce	Picea canadensis	2 1/2"	100
15	Black Hills Spruce	Picea canadensis	2 1/2"	100
16	Black Hills Spruce	Picea canadensis	2 1/2"	100
17	Black Hills Spruce	Picea canadensis	2 1/2"	100
18	Black Hills Spruce	Picea canadensis	2 1/2"	100
19	Black Hills Spruce	Picea canadensis	2 1/2"	100
20	Black Hills Spruce	Picea canadensis	2 1/2"	100
Shrub Trees (100 Plants per Shrub)				
1	Autumn Blaze Maple	Acer Freemanii	2 1/2"	100
2	Black Hills Spruce	Picea canadensis	2 1/2"	100
3	Black Hills Spruce	Picea canadensis	2 1/2"	100
4	Black Hills Spruce	Picea canadensis	2 1/2"	100
5	Black Hills Spruce	Picea canadensis	2 1/2"	100
6	Black Hills Spruce	Picea canadensis	2 1/2"	100
7	Black Hills Spruce	Picea canadensis	2 1/2"	100
8	Black Hills Spruce	Picea canadensis	2 1/2"	100
9	Black Hills Spruce	Picea canadensis	2 1/2"	100
10	Black Hills Spruce	Picea canadensis	2 1/2"	100
11	Black Hills Spruce	Picea canadensis	2 1/2"	100
12	Black Hills Spruce	Picea canadensis	2 1/2"	100
13	Black Hills Spruce	Picea canadensis	2 1/2"	100
14	Black Hills Spruce	Picea canadensis	2 1/2"	100
15	Black Hills Spruce	Picea canadensis	2 1/2"	100
16	Black Hills Spruce	Picea canadensis	2 1/2"	100
17	Black Hills Spruce	Picea canadensis	2 1/2"	100
18	Black Hills Spruce	Picea canadensis	2 1/2"	100
19	Black Hills Spruce	Picea canadensis	2 1/2"	100
20	Black Hills Spruce	Picea canadensis	2 1/2"	100



- Notes:**
- The Contractor shall provide and install all plant materials as specified in accordance with the planting plan and shall be responsible for the maintenance of the same until the plants are established. All plants shall comply with the requirements of the National Fire Protection Association (NFPA) for fire-retardant plants. Plants shall be installed in accordance with the National Fire Protection Association (NFPA) for fire-retardant plants. Plants shall be installed in accordance with the National Fire Protection Association (NFPA) for fire-retardant plants.
 - Plants shall be installed in accordance with the planting plan and shall be responsible for the maintenance of the same until the plants are established. All plants shall comply with the requirements of the National Fire Protection Association (NFPA) for fire-retardant plants. Plants shall be installed in accordance with the National Fire Protection Association (NFPA) for fire-retardant plants.
 - Plants shall be installed in accordance with the planting plan and shall be responsible for the maintenance of the same until the plants are established. All plants shall comply with the requirements of the National Fire Protection Association (NFPA) for fire-retardant plants. Plants shall be installed in accordance with the National Fire Protection Association (NFPA) for fire-retardant plants.
 - Plants shall be installed in accordance with the planting plan and shall be responsible for the maintenance of the same until the plants are established. All plants shall comply with the requirements of the National Fire Protection Association (NFPA) for fire-retardant plants. Plants shall be installed in accordance with the National Fire Protection Association (NFPA) for fire-retardant plants.
 - Plants shall be installed in accordance with the planting plan and shall be responsible for the maintenance of the same until the plants are established. All plants shall comply with the requirements of the National Fire Protection Association (NFPA) for fire-retardant plants. Plants shall be installed in accordance with the National Fire Protection Association (NFPA) for fire-retardant plants.
 - Plants shall be installed in accordance with the planting plan and shall be responsible for the maintenance of the same until the plants are established. All plants shall comply with the requirements of the National Fire Protection Association (NFPA) for fire-retardant plants. Plants shall be installed in accordance with the National Fire Protection Association (NFPA) for fire-retardant plants.
 - Plants shall be installed in accordance with the planting plan and shall be responsible for the maintenance of the same until the plants are established. All plants shall comply with the requirements of the National Fire Protection Association (NFPA) for fire-retardant plants. Plants shall be installed in accordance with the National Fire Protection Association (NFPA) for fire-retardant plants.
 - Plants shall be installed in accordance with the planting plan and shall be responsible for the maintenance of the same until the plants are established. All plants shall comply with the requirements of the National Fire Protection Association (NFPA) for fire-retardant plants. Plants shall be installed in accordance with the National Fire Protection Association (NFPA) for fire-retardant plants.
 - Plants shall be installed in accordance with the planting plan and shall be responsible for the maintenance of the same until the plants are established. All plants shall comply with the requirements of the National Fire Protection Association (NFPA) for fire-retardant plants. Plants shall be installed in accordance with the National Fire Protection Association (NFPA) for fire-retardant plants.
 - Plants shall be installed in accordance with the planting plan and shall be responsible for the maintenance of the same until the plants are established. All plants shall comply with the requirements of the National Fire Protection Association (NFPA) for fire-retardant plants. Plants shall be installed in accordance with the National Fire Protection Association (NFPA) for fire-retardant plants.
 - Plants shall be installed in accordance with the planting plan and shall be responsible for the maintenance of the same until the plants are established. All plants shall comply with the requirements of the National Fire Protection Association (NFPA) for fire-retardant plants. Plants shall be installed in accordance with the National Fire Protection Association (NFPA) for fire-retardant plants.
 - Plants shall be installed in accordance with the planting plan and shall be responsible for the maintenance of the same until the plants are established. All plants shall comply with the requirements of the National Fire Protection Association (NFPA) for fire-retardant plants. Plants shall be installed in accordance with the National Fire Protection Association (NFPA) for fire-retardant plants.
 - Plants shall be installed in accordance with the planting plan and shall be responsible for the maintenance of the same until the plants are established. All plants shall comply with the requirements of the National Fire Protection Association (NFPA) for fire-retardant plants. Plants shall be installed in accordance with the National Fire Protection Association (NFPA) for fire-retardant plants.
 - Plants shall be installed in accordance with the planting plan and shall be responsible for the maintenance of the same until the plants are established. All plants shall comply with the requirements of the National Fire Protection Association (NFPA) for fire-retardant plants. Plants shall be installed in accordance with the National Fire Protection Association (NFPA) for fire-retardant plants.
 - Plants shall be installed in accordance with the planting plan and shall be responsible for the maintenance of the same until the plants are established. All plants shall comply with the requirements of the National Fire Protection Association (NFPA) for fire-retardant plants. Plants shall be installed in accordance with the National Fire Protection Association (NFPA) for fire-retardant plants.



MONUMENT SIGN LANDSCAPE



ECONOMY PRAIRIE SEED MIX

SCIENTIFIC NAME	COMMON NAME	PERCENT
Andropogon scoparius	Big Bluestem	10.00
Bouteloua curtipendula	Black-chinned Stalked Grass	10.00
Cenchrus ciliaris	Crabgrass	10.00
Digitaria pruriens	Downy Woodpecker	10.00
Lolium perenne	Lam. Perennial	10.00
Setaria viridis	Green Foxtail	10.00
Sorghastrum nutans	Indigo Bush	10.00
Total Co. Plant		60.00

TEMPORARY COVER

Aspen 100%	Aspen 100%	20.00
Lawn seed mix	Lawn seed mix	40.00
Total Co. Plant		60.00

POSS

Andropogon scoparius	Big Bluestem	10.00
Bouteloua curtipendula	Black-chinned Stalked Grass	10.00
Cenchrus ciliaris	Crabgrass	10.00
Digitaria pruriens	Downy Woodpecker	10.00
Lolium perenne	Lam. Perennial	10.00
Setaria viridis	Green Foxtail	10.00
Sorghastrum nutans	Indigo Bush	10.00
Total Co. Plant		60.00

STORMWATER SEED MIX

SCIENTIFIC NAME	COMMON NAME	PERCENT
Andropogon scoparius	Big Bluestem	10.00
Bouteloua curtipendula	Black-chinned Stalked Grass	10.00
Cenchrus ciliaris	Crabgrass	10.00
Digitaria pruriens	Downy Woodpecker	10.00
Lolium perenne	Lam. Perennial	10.00
Setaria viridis	Green Foxtail	10.00
Sorghastrum nutans	Indigo Bush	10.00
Total Co. Plant		60.00

TEMPORARY COVER

Aspen 100%	Aspen 100%	20.00
Lawn seed mix	Lawn seed mix	40.00
Total Co. Plant		60.00

POSS

Andropogon scoparius	Big Bluestem	10.00
Bouteloua curtipendula	Black-chinned Stalked Grass	10.00
Cenchrus ciliaris	Crabgrass	10.00
Digitaria pruriens	Downy Woodpecker	10.00
Lolium perenne	Lam. Perennial	10.00
Setaria viridis	Green Foxtail	10.00
Sorghastrum nutans	Indigo Bush	10.00
Total Co. Plant		60.00

DRY MESSIC SAVANNA OPEN WOODS (DOTH) FLOWERS/SEED MIX

SCIENTIFIC NAME	COMMON NAME	PERCENT
Andropogon scoparius	Big Bluestem	10.00
Bouteloua curtipendula	Black-chinned Stalked Grass	10.00
Cenchrus ciliaris	Crabgrass	10.00
Digitaria pruriens	Downy Woodpecker	10.00
Lolium perenne	Lam. Perennial	10.00
Setaria viridis	Green Foxtail	10.00
Sorghastrum nutans	Indigo Bush	10.00
Total Co. Plant		60.00

AGENDA ITEM

H-4 9-6-11

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 11, ARTICLE 2 OF THE
CAROL STREAM CODE OF ORDINANCES BY DECREASING
THE NUMBER OF CLASS C LIQUOR LICENSES FROM 19 TO 18
(S & K BROTHERS, INC. d/b/a S & K LIQUORS)**

WHEREAS, the Corporate Authorities of the Village of Carol Stream granted a Class C Liquor License to S & K Brothers, Inc., 628 East St. Charles Road; and

WHEREAS, the business is being sold; and

WHEREAS, the owner is voluntarily relinquishing Class C License #L1138C issued on the first day of May, 2011.

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

SECTION 1: That Chapter 11, Article 2 of the Carol Stream Code of Ordinances, Classification of Liquor Licenses, be and the same is hereby amended by decreasing the number of Class C Liquor Licenses from nineteen (19) to eighteen (18), effective September 10, 2011.

SECTION 2: This Ordinance amending Chapter 11 of the Code of Ordinances of the Village of Carol Stream shall be reprinted in the loose-leaf volume, which bears that title.

SECTION 3: This Ordinance shall be in full force and effect from and after its passage and approval by law.

PASSED AND APPROVED THIS 6th DAY OF SEPTEMBER, 2011.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

Village of Carol Stream

Interdepartmental Memo

TO: Village Manager, Joseph E. Breinig
FROM: Sherry Craig, Clerk's Office
DATE: September 2, 2011
RE: Class C Liquor License – S & K Liquors

Currently Kirti and Sunil Patel under the corporate name of S & K Brothers Inc. d/b/a/ as S & K Liquors located at 628 E. St. Charles Road hold a Class C liquor license. They are in the process of selling their business and have a closing date of September 10, 2011.

On July 27, 2011 Bimal and Jignyasa Patel under the corporate name of INTK Inc. applied for a Class C liquor license for the store located at 628 E. St. Charles Road. They are the purchasers of the business described above. They have been fingerprinted and background checks have been completed and approved by the Police Department. Mr. and Mrs. Patel have also taken and passed the BASSET class given by Officer Eby on August 18th. They are currently working on applying for an assumed name certificate with the DuPage County Clerk as they wish to keep the d/b/a name of S & K Liquor.

Bimal and Jignyasa Patel as well as their corporation INTK Inc. are qualified to hold a Class C liquor license. In July the applicants spoke with Mayor Saverino about their application and the operations of their business. He has advised me that he will issue a Class C license to INTK Inc.

Therefore, I have written and attached an ordinance decreasing the number of Class C licenses thereby eliminating the license of S & K Brothers Inc. Also attached is an ordinance increasing the number of Class C licenses thereby adding the license of INTK Inc.

Please place these two ordinances on the agenda for the September 6, 2011 Board meeting for the Board's consideration and approval. Thank you.

sc
Attachments

cc: Mayor Frank Saverino

AGENDA ITEM

H-5 9-6-11

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 11, ARTICLE 2 OF THE
CAROL STREAM CODE OF ORDINANCES BY INCREASING
THE NUMBER OF CLASS C LIQUOR LICENSES FROM 18 TO 19
(INTK, INC. d/b/a S & K LIQUOR)**

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

SECTION 1: That Chapter 11, Article 2 of the Carol Stream Code of Ordinances,
Classification of Liquor Licenses, be and the same is hereby amended by increasing
the number of Class C Liquor Licenses from eighteen (18) to nineteen (19), effective
September 10, 2011. Class C Liquor License shall be issued to INTK, Inc. d/b/a S & K
Liquor located at 628 East St. Charles Road. Issuance shall be deferred pending
satisfaction of all ordinance requirements for said license.

SECTION 2: This Ordinance amending Chapter 11 of the Code of Ordinances of
the Village of Carol Stream shall be reprinted in the loose-leaf volume, which bears
that title.

SECTION 3: This Ordinance shall be in full force and effect from and after its
passage and approval by law.

PASSED AND APPROVED THIS 6TH DAY OF SEPTEMBER, 2011.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

AGENDA ITEM

I-1 9-6-11

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING A GRANT OF STORM WATER MANAGEMENT
AND CONVEYANCE EASEMENT
(AMERICAN NTA BEARING, 795 KIMBERLY DRIVE)**

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

SECTION 1: Approval is hereby given to Accept a Grant of Storm Water
Management and Conveyance Easement for 795 Kimberley Drive (American NTA
Bearing). This easement gives the Village easement rights to construct, repair, operate
and maintain a storm sewer system and storm water management facilities as
required by the DuPage Countywide Stormwater & Flood Plain Ordinance. The Plat of
Easement Grant for Stormwater Management and Conveyance is attached to this
Resolution as Exhibit "A".

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


PASSED AND APPROVED THIS 6th DAY OF SEPTEMBER 2011.

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager
FROM: James Knudsen, Director of Engineering Services 
DATE: August 29, 2011
RE: 795 Kimberly Drive, American NTA Bearing - Stormwater Management & Conveyance Easement

The Village of Carol Stream has received a plat granting us an easement for the purposes of conveying and managing stormwater. This easement gives the Village very broad rights to construct, repair, operate and maintain storm sewer system and stormwater management facilities on private property. This easement is a requirement of the DuPage County Countywide Stormwater & Flood Plain Ordinance and must be granted to the Village. Therefore, staff recommends accepting this grant of easement for stormwater management and conveyance.

Cc: William N. Cleveland, Assistant Village Engineer

jk

STATE OF ILLINOIS
 COUNTY OF DUPAGE

This is to certify that _____ is the owner of the property described herein and that _____ is the person(s) who has executed this instrument.

Date: _____, 2011.

OWNER ADDRESS:
 BY: _____
 DATE: _____
 TITLE: _____

PLAT OF EASEMENT GRANT

COUNTY RECORDS CLERK
 OFFICE OF RECORDS 111
 COUNTY OF DUPAGE, ILLINOIS

This plat was filed for record in the Recorder's Office of DuPage County, Illinois, on _____ at _____, 2011, at _____, as Document Number _____

DuPage County Recorder



STATE OF ILLINOIS
 COUNTY OF DUPAGE

I, _____, hereby certify that the person(s) who has executed this instrument is the owner of the property described herein and that _____ is the person(s) who has executed this instrument.

Date: _____, 2011.

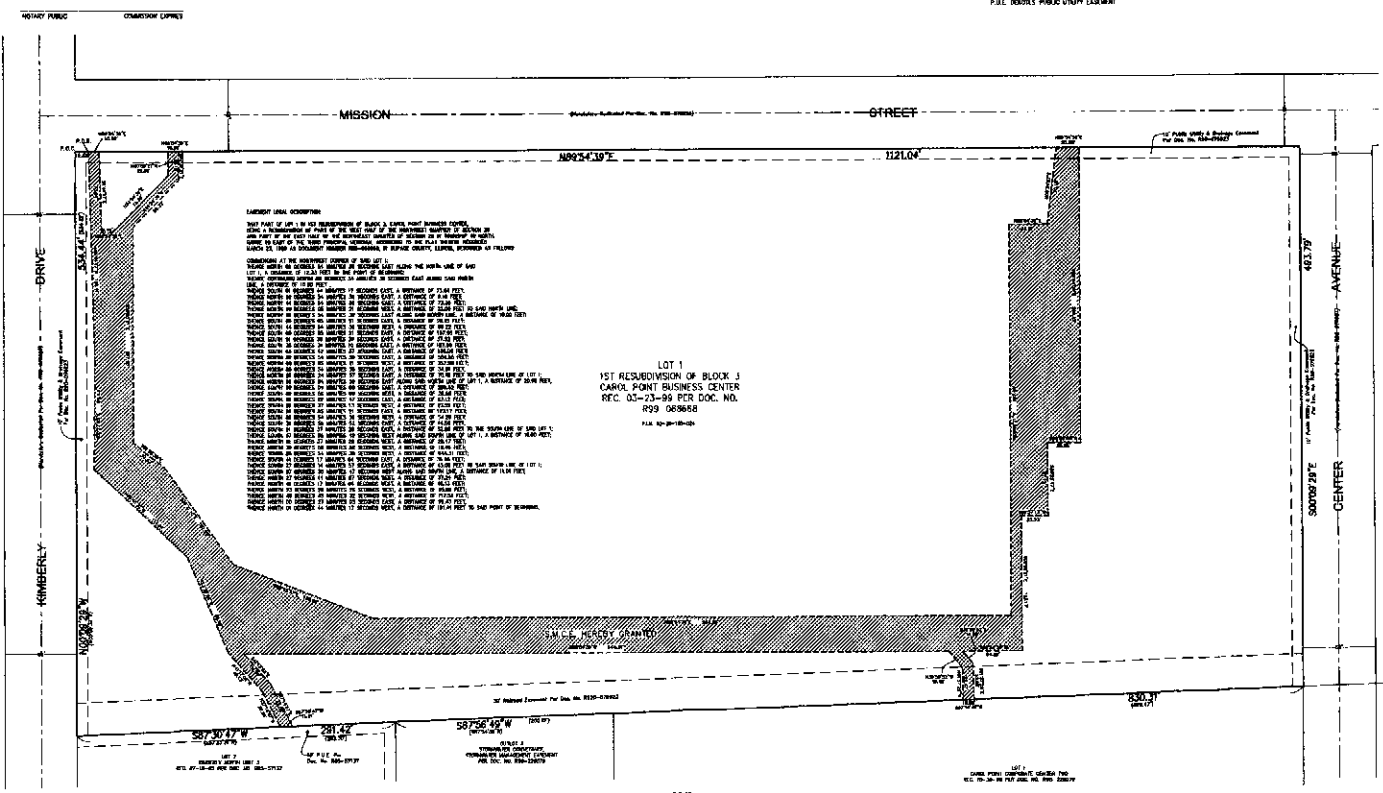
COUNTY RECORDS CLERK

LEGAL DESCRIPTION OF PROPERTY:

LOT 1 IN 1ST RESUBDIVISION OF BLOCK 3, CAROL POINT BUSINESS CENTER, BEING A RESUBDIVISION OF PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 26 AND PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 28 IN TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 23, 1999 AS DOCUMENT NUMBER R99-089688, IN DUPAGE COUNTY, ILLINOIS.

NOTES:
 ALL EASEMENTS ARE IN LEFT AND RIGHT HAND.
 (UNLESS SPECIFICALLY INDICATED OTHERWISE)
 ALL EASEMENTS ARE SUBJECT TO THE RIGHTS OF THE STATE OF ILLINOIS.
 ALL EASEMENTS ARE SUBJECT TO THE RIGHTS OF THE COUNTY OF DUPAGE.

WARRANTY:
 THE EASEMENT GRANTOR Warrants that the property is owned by him or her, and that the property is free from all encumbrances, except those specifically mentioned herein.



COMMITTEE OF MANAGERS

STATE OF ILLINOIS
 COUNTY OF DUPAGE

Approved by the President and Board of Directors of the _____

Date: _____, 2011.

By: _____
 President
 Witness: _____
 Witness: _____

PROFESSIONAL LAND SURVEYOR AND EASEMENT GRANTOR

I, _____, a duly Licensed Professional Land Surveyor in the State of Illinois, do hereby certify that I have surveyed the above plat for the purpose of recording the same.

Date: _____, 2011.

My Commission Expires on _____, 2011.

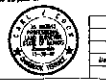
NOTARIAL PUBLIC

STATE OF ILLINOIS
 COUNTY OF DUPAGE

I, _____, a duly Licensed Notary Public in and for the State of Illinois, do hereby certify that I have witnessed the above plat for the purpose of recording the same.

Date: _____, 2011.

My Commission Expires on _____, 2011.



Survey No.	2011-111
Order No.	2011-111
Prepared By	_____
Date Prepared	July 8, 2011
Scale	1" = 40'


LAND & SURVEY ASSOCIATES, INC.
 222 N. DuPage Street, Suite 200
 Naperville, IL 60563
 Tel: 630.581.1000
 Fax: 630.581.1001
 www.landandsurvey.com

AGENDA ITEM

I-2 9-6-11

Village of Carol Stream Interdepartmental Memo

TO: Joseph Breinig, Village Manager

FROM: William N. Cleveland, Assistant Village Engineer 

DATE: August 29, 2011

RE: Resolution for Maintenance of Streets and Highways by Municipality
Under the Illinois Highway Code - 2011 Crackfill Project

Attached in IDOT format is the referenced resolution for the 2011 Crackfill Project and Municipal Estimate of Maintenance Costs in the amount of \$142,650.00. This project is funded with Motor Fuel Tax dollars and therefore needs to be reviewed and approved by the Illinois Department of Transportation prior to bidding and award of contract.

It should be noted that since we have reduced the size of the flexible pavement project due to budgetary constraints, additional pavements are beginning to show higher levels of distress and cracking. This has resulted in more roads with a greater number of cracks. We will seal some of the pavements next year to cover the crackfill material, but not all pavements will receive rejuvenator.

The cost estimate for this project is \$142,650, which is within the budget of \$144,000. Staff is recommending we proceed with bidding this project.

Attachments

Cc: Phil Modaff, Director of Public Works
Jon Batek, Finance Director
James T. Knudsen, Director of Engineering Services
Jesse Bahraini, Engineering Inspector



BE IT RESOLVED, by the Mayor and Board of Trustees of the
(Council or President and Board of Trustees)
Village Carol Stream of Carol Stream, Illinois, that there is hereby
(City, Town or Village) (Name)
appropriated the sum of \$142,650.00 of Motor Fuel Tax funds for the purpose of maintaining
streets and highways under the applicable provisions of the Illinois Highway Code from January 1, 2011
(Date)
to December 31, 2011
(Date)

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

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

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

I, Beth Melody Clerk in and for the Village
(City, Town or Village)
of Carol Stream, County of DuPage

hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by

the Mayor and Board of Trustees at a meeting on September 6, 2011
(Council or President and Board of Trustees) Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 7th day of September, 2011

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

Approved

Date
Department of Transportation

Regional Engineer



Period from 01/01/2011 to 12/31/2011

Section Number 11 - 00000 - 00 - GM

Municipality Carol Stream

Estimated Cost of Maintenance Operations

Table with 8 columns: Maintenance Operation (No. - Description), Group (I,II,III,IV), For Group I, II, or III (Material, Equipment or Labor) (Item, Unit, Quantity, Unit Price, Cost), and Operation Cost. Includes rows for Fiberized Crackfill and Traffic Control & Protection, with a total cost of \$142,650.00.

Submitted: August 30, 2011 Approved: [Signature] Date [Blank]
By: [Signature] Municipal Official Asst. Village Engineer Title [Blank] Regional Engineer

Submit Four (4) Copies to Regional Engineer

AGENDA ITEM
I-3 9-6-11

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING A GRANT OF TEMPORARY CONSTRUCTION
EASEMENT AND PERMANENT PUBLIC WATER MAIN EASEMENT
(BENJAMIN SCHOOL DISTRICT 25)**

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

SECTION 1: Approval is hereby given to Accept a Grant of Temporary
Construction Easement and a Permanent Public Water Main Easement from School
District 25, for the South West Water Main Extension Project. The purpose of the
Temporary Construction Easement is to allow the Village to construct the water main
in the permanent easement and said easement will terminate upon completion and
acceptance of the public improvements. The Permanent Public Water Main Easement
gives the Village very broad rights to install, construct, operate, repair, maintain and
renew its water main. The Plat of Easement for Temporary Construction and Public
Water Main improvements is attached to this Resolution as Exhibit "A".

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


PASSED AND APPROVED THIS 6th DAY OF SEPTEMBER, 2011.

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: William N. Cleveland, Assistant Village Engineer 
DATE: August 30, 2011
RE: Southwest Water Main Project –
Benjamin School Easement Acceptance

As part of the redesign of the Southwest Water Main Project, the public water main was relocated to Benjamin School property between St. Charles Road and Trieste Lane. Permanent utility easements are required on the east side of the school property and east side of the LaMantia property on Trieste Lane.

Although staff has encountered numerous difficulties obtaining both the LaMantia and Keim easements, we have made slow, but steady progress. The school district will be installing the new septic field in September, and Jeff Keim contacted the Village last week. All of the documents required by Merrill Lynch are nearly finished for their approval of the LaMantia easement.

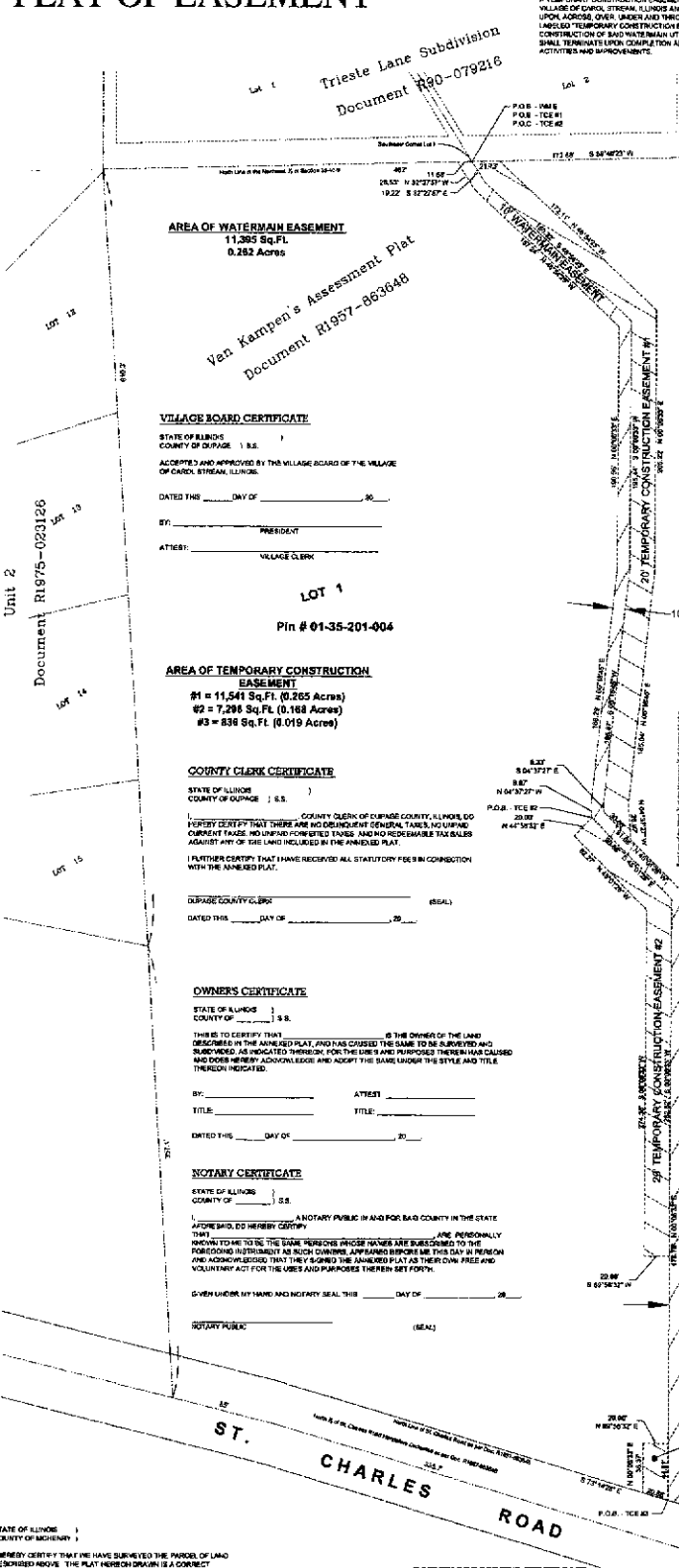
On Monday, April 11th, the school board approved the easement and resolution for the water main. It is therefore recommended that the easement for the Southwest Water Main Project be accepted from the Benjamin School District 25 at 28W250 St. Charles Road in West Chicago, PIN #01-35-201-004.

Cc: James T. Knudsen, Director of Engineering Services
Phil Modaff, Director of Public Works

PLAT OF EASEMENT

TEMPORARY CONSTRUCTION EASEMENT PROVISIONS

A TEMPORARY CONSTRUCTION EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF CAROL STREAM, ILLINOIS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNEES, UPON, UNDER, OVER, UNDER AND THROUGH THE AREA SHOWN BY A HEAVY DASHED LINE AND LINED WITH "X" HEREON FOR THE PURPOSES OF CONSTRUCTION OF SAID WATERMAIN UTILITIES. THE TEMPORARY CONSTRUCTION EASEMENT SHALL TERMINATE UPON COMPLETION AND ACCEPTANCE OF THE PROPOSED CONSTRUCTION ACTIVITIES AND IMPROVEMENTS.



WATERMAIN EASEMENT PROVISIONS

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF CAROL STREAM, ILLINOIS, WHERE EASEMENT IS INDICATED BY DASHED LINE AND MARKED ON DOTTED WATERMAIN EASEMENT. EASEMENT PROVIDED TO INSTALL, CONSTRUCT, OPERATE, MAINTAIN, REPAIR AND REMOVE WATER MAIN AND/OR FORCE MAIN AND ALL OTHER APPURTENANCES OR FACILITIES NECESSARY FOR THE CONSTRUCTION OF THE WATERMAIN AND TO MAINTAIN, REPAIR AND REMOVE THE SAME THROUGHOUT THE TERM OF THE EASEMENT. THE EASEMENT SHALL BE SUBJECT TO THE JURISDICTION OF ANY OTHER AGENCIES OR OTHERS OF ANY PORTION OF THE EASEMENT PREMISES AND ANY LAND ADJACENT THERETO TO THE EXTENT OF THE EASEMENT PREMISES. ANY EASEMENT ON OTHER PORTION OF SAID EASEMENT OR OTHER LANDS SHALL BE RESTORED TO THE ORIGINAL CONDITION OF SAID EASEMENT OR OTHER LANDS, THE SURFACE OF EACH PORTION OF THE EASEMENT PREMISES AND ADJACENT LANDS SHALL BE RESTORED TO THE ORIGINAL CONDITION OF SAID EASEMENT OR OTHER LANDS AS BEFORE SAID WORKING. NO PERMANENT BUILDINGS OR PROMPT PLANTING, TO THE EXTENT OF SAID WORKING, NO PERMANENT BUILDINGS OR PROMPT PLANTING, TO THE EXTENT OF SAID WORKING, NO PERMANENT BUILDINGS OR PROMPT PLANTING, TO THE EXTENT OF SAID WORKING, NO PERMANENT BUILDINGS OR PROMPT PLANTING, TO THE EXTENT OF SAID WORKING. THE EASEMENT SHALL BE SUBJECT TO THE JURISDICTION OF ANY OTHER AGENCIES OR OTHERS OF ANY PORTION OF THE EASEMENT PREMISES AND ANY LAND ADJACENT THERETO TO THE EXTENT OF THE EASEMENT PREMISES.

WATERMAIN EASEMENT LEGAL DESCRIPTION

THAT PART OF LOT 1 OF VAN KAMPEN'S ASSESSMENT PLAT, RECORDED NOVEMBER 20, 1975 AS DOCUMENT #1937-18397, BEING PART OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 1, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 1 OF TRIESTE LANE SUBDIVISION, RECORDED AS DOCUMENT #190-079218;

THENCE SOUTH 89 DEGREES 27 MINUTES 27 SECONDS EAST, 33 FEET;

THENCE SOUTH 89 DEGREES 27 MINUTES 27 SECONDS WEST, 80 FEET;

THENCE SOUTH 89 DEGREES 27 MINUTES 27 SECONDS EAST, 33 FEET;

THENCE SOUTH 89 DEGREES 27 MINUTES 27 SECONDS WEST, 80 FEET TO A POINT ON THE EAST LINE OF THE WEST HALF OF SAID NORTHWEST QUARTER OF SECTION 26;

THENCE NORTH 89 DEGREES 27 MINUTES 27 SECONDS EAST, 40 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1 OF VAN KAMPEN'S ASSESSMENT PLAT;

THENCE NORTH 89 DEGREES 27 MINUTES 27 SECONDS WEST, 118 FEET TO THE SOUTH LINE OF SAID LOT 1, SAID LINE ALSO BEING THE NORTH LINE OF ST. CHARLES ROAD, 84 FEET;

THENCE NORTH 89 DEGREES 27 MINUTES 27 SECONDS EAST, 40 FEET;

THENCE NORTH 89 DEGREES 27 MINUTES 27 SECONDS WEST, 80 FEET;

THENCE NORTH 89 DEGREES 27 MINUTES 27 SECONDS EAST, 33 FEET;

THENCE NORTH 89 DEGREES 27 MINUTES 27 SECONDS WEST, 80 FEET;

THENCE NORTH 89 DEGREES 27 MINUTES 27 SECONDS EAST, 33 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1 OF VAN KAMPEN'S ASSESSMENT PLAT;

THENCE SOUTH 89 DEGREES 27 MINUTES 27 SECONDS WEST, 80 FEET TO THE NORTH LINE OF SAID LOT 1, 75 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

TEMPORARY CONSTRUCTION EASEMENT #1 LEGAL DESCRIPTION

THAT PART OF LOT 1 OF VAN KAMPEN'S ASSESSMENT PLAT, RECORDED NOVEMBER 20, 1975 AS DOCUMENT #1937-18397, BEING PART OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 1, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 1 OF TRIESTE LANE SUBDIVISION, RECORDED AS DOCUMENT #190-079218;

THENCE SOUTH 89 DEGREES 27 MINUTES 27 SECONDS EAST, 102 FEET;

THENCE SOUTH 89 DEGREES 27 MINUTES 27 SECONDS WEST, 164 FEET;

THENCE SOUTH 89 DEGREES 27 MINUTES 27 SECONDS EAST, 102 FEET;

THENCE SOUTH 89 DEGREES 27 MINUTES 27 SECONDS WEST, 164 FEET;

THENCE SOUTH 89 DEGREES 27 MINUTES 27 SECONDS EAST, 102 FEET;

THENCE SOUTH 89 DEGREES 27 MINUTES 27 SECONDS WEST, 164 FEET;

THENCE SOUTH 89 DEGREES 27 MINUTES 27 SECONDS EAST, 102 FEET;

THENCE SOUTH 89 DEGREES 27 MINUTES 27 SECONDS WEST, 164 FEET;

THENCE SOUTH 89 DEGREES 27 MINUTES 27 SECONDS EAST, 102 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1 OF VAN KAMPEN'S ASSESSMENT PLAT;

THENCE NORTH 89 DEGREES 27 MINUTES 27 SECONDS WEST, 164 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

TEMPORARY CONSTRUCTION EASEMENT #2 LEGAL DESCRIPTION

THAT PART OF LOT 1 OF VAN KAMPEN'S ASSESSMENT PLAT, RECORDED NOVEMBER 20, 1975 AS DOCUMENT #1937-18397, BEING PART OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 1, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 1 OF TRIESTE LANE SUBDIVISION, RECORDED AS DOCUMENT #190-079218;

THENCE SOUTH 89 DEGREES 27 MINUTES 27 SECONDS WEST, 164 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 27 MINUTES 27 SECONDS EAST, 102 FEET;

THENCE SOUTH 89 DEGREES 27 MINUTES 27 SECONDS WEST, 164 FEET;

THENCE SOUTH 89 DEGREES 27 MINUTES 27 SECONDS EAST, 102 FEET;

THENCE SOUTH 89 DEGREES 27 MINUTES 27 SECONDS WEST, 164 FEET;

THENCE SOUTH 89 DEGREES 27 MINUTES 27 SECONDS EAST, 102 FEET;

THENCE SOUTH 89 DEGREES 27 MINUTES 27 SECONDS WEST, 164 FEET;

THENCE SOUTH 89 DEGREES 27 MINUTES 27 SECONDS EAST, 102 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1 OF VAN KAMPEN'S ASSESSMENT PLAT;

THENCE NORTH 89 DEGREES 27 MINUTES 27 SECONDS WEST, 164 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

TEMPORARY CONSTRUCTION EASEMENT #3 LEGAL DESCRIPTION

THAT PART OF LOT 1 OF VAN KAMPEN'S ASSESSMENT PLAT, RECORDED NOVEMBER 20, 1975 AS DOCUMENT #1937-18397, BEING PART OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1, SAID POINT ALSO BEING THE NORTH LINE OF ST. CHARLES ROAD;

THENCE NORTH 89 DEGREES 27 MINUTES 27 SECONDS WEST, 164 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1 OF VAN KAMPEN'S ASSESSMENT PLAT;

THENCE SOUTH 89 DEGREES 27 MINUTES 27 SECONDS EAST, 102 FEET;

THENCE SOUTH 89 DEGREES 27 MINUTES 27 SECONDS WEST, 164 FEET;

THENCE SOUTH 89 DEGREES 27 MINUTES 27 SECONDS EAST, 102 FEET;

THENCE SOUTH 89 DEGREES 27 MINUTES 27 SECONDS WEST, 164 FEET;

THENCE SOUTH 89 DEGREES 27 MINUTES 27 SECONDS EAST, 102 FEET;

THENCE SOUTH 89 DEGREES 27 MINUTES 27 SECONDS WEST, 164 FEET;

THENCE SOUTH 89 DEGREES 27 MINUTES 27 SECONDS EAST, 102 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

AREA OF WATERMAIN EASEMENT
11.395 Sq.Ft.
0.252 Acres

VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) S.S.

I, _____, COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THE VILLAGE BOARD OF THE VILLAGE OF CAROL STREAM, ILLINOIS, HAS ADOPTED AND APPROVED BY THE VILLAGE BOARD OF THE VILLAGE OF CAROL STREAM, ILLINOIS:

DATED THIS _____ DAY OF _____, 20____.

BY: _____ PRESIDENT

ATTEST: _____ VILLAGE CLERK

AREA OF TEMPORARY CONSTRUCTION EASEMENT

#1 = 11,541 Sq.Ft. (0.263 Acres)
#2 = 7,288 Sq.Ft. (0.168 Acres)
#3 = 838 Sq.Ft. (0.019 Acres)

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) S.S.

I, _____, COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THERE ARE NO UNPAID GENERAL TAXES, NO UNPAID CURRENT TAXES, UNPAID CORRECTED TAXES, AND NO NONRESIDENT TAXES DUE AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT.

I, FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE ANNEXED PLAT.

DUPAGE COUNTY CLERK (SEAL)

DATED THIS _____ DAY OF _____, 20____.

OWNERS CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF _____) S.S.

I, _____, DO HEREBY CERTIFY THAT I AM THE OWNER OF THE LAND DESCRIBED BY THE ANNEXED PLAT, AND I HAVE CONSIDERED THE SAME TO BE SURVEYED AND SUBDIVIDED AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN, AND I HAVE MADE NO OTHER HEREBY ACKNOWLEDGE AND ACCEPT THE SAME UNDER THE STYLE AND TITLE THEREON RECORDED.

BY: _____ ATTEST: _____

TITLE: _____

DATED THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF _____) S.S.

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE OF ILLINOIS, DO HEREBY CERTIFY THAT I HAVE PERSONALLY KNOWN THE PARTIES TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH DURING APPROPRIATE PRELIMINARY INTERVIEW AND I AM AWARE OF THE CONTENTS OF SAID INSTRUMENT AND VOLUNTARILY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARY SEAL THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC (SEAL)

COUNTY RECORDERS CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) S.S.

THIS INSTRUMENT WAS FILED FOR RECORD IN THE RECORDERS OFFICE OF SAID COUNTY, ILLINOIS, ON THIS _____ DAY OF _____, 20____.

DUPAGE COUNTY RECORDER (SEAL)

STATE OF ILLINOIS)
COUNTY OF ICHENY)

I HEREBY CERTIFY THAT I HAVE SURVEYED THE PARCEL OF LAND DESCRIBED ABOVE, THE PLAT HEREON SHOWN IS A CORRECT REPRESENTATION OF SAID SURVEY AND CONFORMS TO THE CURRENT ILLINOIS MERIDIAN STANDARDS FOR A BOUNDARY SURVEY.

DIMENSIONS ARE SHOWN BY FEET AND DECIMAL PARTS THEREOF.

BAXTER & WOODMAN CONSULTING ENGINEERS

DATE: _____ 2011 BY: _____

ANTHONY BAXTER, P.E., F.F.S.
PROFESSIONAL LAND SURVEYOR
ILLINOIS NO. 068-00868

MY PROFESSIONAL LICENSE RENEWAL DATE IS 1/30/2012

STATE OF ILLINOIS)
COUNTY OF _____) S.S.

I, _____, COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THIS INSTRUMENT HAS BEEN FILED FOR RECORD IN THE RECORDERS OFFICE OF SAID COUNTY, ILLINOIS, ON THIS _____ DAY OF _____, 20____.

DUPAGE COUNTY RECORDER (SEAL)

Baxter & Woodman
Optical Lake, Illinois 616 468 1250

PLAT OF EASEMENT

FORM BY: ABB DATE: _____

CHECKED BY: ABB DATE: _____

SCALE: 1" = 40'

JOB NO. 070987

CLIENT: Village of Carol Stream

AGENDA ITEM
I-4 9-6-11

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS
EASTON PARK SUBDIVISION – PHASE I**

WHEREAS, the developer has satisfactorily completed all public improvements for the Easton Park Subdivision – Phase I in accordance with the approved engineering plans and specifications; and

WHEREAS, a memorandum from the Assistant Village Engineer to the Village Manager dated September 1, 2011 indicates that the final waivers of lien, as-builts, inventories, bill of sale and maintenance security have been provided.

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

SECTION 1: That the Village of Carol Stream does hereby accept public improvements for the Easton Park Subdivision – Phase I.

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

PASSED AND APPROVED THIS 6th DAY OF SEPTEMBER 2011.

AYES:

NAYS:


ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: William N. Cleveland, Assistant Village Engineer 
DATE: September 1, 2011
RE: Easton Park Phase I - Subdivision Acceptance

As part of the agreement with M/I Homes, the Village approved the concept of separating Easton Park into two phases. The first phase was nearly completed by Lakewood Homes prior to bankruptcy, and the second was to be finished by M/I Homes. Since then, M/I Homes has completed additional townhomes in Phase I, and village punch list items.

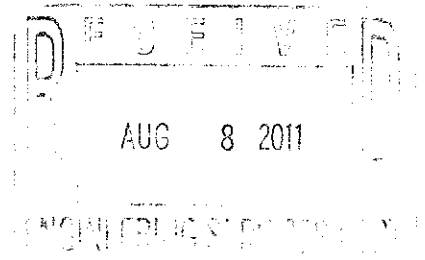
Phase I includes the southern section of the Easton Park Subdivision, along North Avenue. This contains most of Sype Drive but none of Bennet Drive. The developer has submitted the necessary paperwork including; inventories for utilities, streets, and trees, waivers of lien, a bill of sale, and a maintenance security. Engineering and Public Works staffs have inspected the items to be accepted and M/I Homes has corrected deficiencies identified by village staff.

We therefore recommend that the Easton Park Phase I public improvements be accepted by the Village of Carol Stream.

Cc: Phil Modaff, Director of Public Works
Jon Batek, Finance Director
Bob Glees, Community Development Director
James T. Knudsen, Director of Engineering Services
Jim Ludman, Engineering Inspector



M/I Homes of Chicago, LLC
1751 W. Diehl Rd., Suite 160
Naperville, IL. 60563
630-355-8090



Transmittal

TO: Mr. Bill Cleveland, Village of Carol Stream

Address: 500 N. Gary Avenue, Carol Stream, IL. 60188

DATE: August 5, 2011

FROM: Mark Hopwood

Bill,

Regarding the Easton Park phase 1 maintenance turn-over please Find Attached the Following:

1. Copy of maintenance letter of credit. Once acceptable, I propose that I bring in the original and pick up the original phase 1 Letter of Credit.
2. Bill of Sale
3. Inventory of Village Utilities
4. Inventory of Village Street
5. Inventory of Village Parkway Trees
6. Waiver of Liens for Plote Construction, Bravo Construction & Pirtano Construction

Please feel free to contact me at 847-338-7366 with any questions

Thanks

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that M/I HOMES,
(the "Developer"), in consideration of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration does hereby grant, sell, transfer and deliver unto the Village of Carol Stream, a Municipal Corporation in DuPage County, Illinois (the "Village"), the following goods, chattels and other items of personal property, contained within EASTON PARK PHASE 1 Subdivision, in the Village of Carol Stream, Illinois, namely:

ONE: Each and every part and item of a system of storm sewers and other items of personality for the retention or detention of storm and surface waters installed at the direction of the Village by the Developer for the purpose of the collection, transport, and flow of surface and storm waters anywhere within the Village, excepting therefrom the retention pond itself.

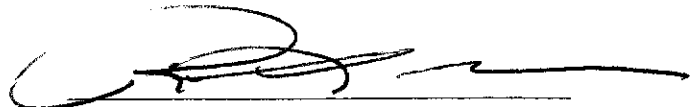
TWO: Each and every part and item of a system for the collection, transportation and treatment of sewage installed at the direction of the Village by the Developer anywhere in the Village with the exception of those pipes which transport the sewage of a single building into a common sewer commonly known as house service.

THREE: Each and every part and item of a system for the distribution of water installed at the direction of the Village by the Developer anywhere in the Village except the pipe which transports water from the buffalo box to a single building commonly known as a house service.

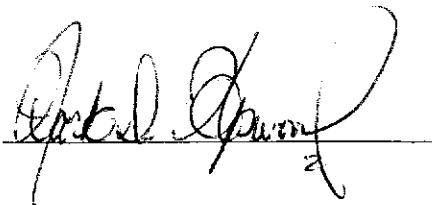
FOUR: The object of this Bill of Sale is to grant, sell, transfer and deliver to the Village, with the exceptions noted, the ownership in all items of personality which comprise the storm sewer, sanitary sewer, water distribution system, constructed by the Developer to date within the Village.

The Developer does hereby covenant it is the lawful owner of the afore-described goods, chattels and personality; that such items are free from all encumbrances; that the Developer has the right to sell the same as aforesaid; and that the Developer warrants and will defend the same against the lawful claims and demands of all persons; and that the execution of this Bill of Sale is an authorized act of said Corporation.

Dated, this 1st day of August, 2011.


ROBERT L. MEADOWS

ATTEST:



FINAL WAIVER OF LIEN

STATE OF ILLINOIS
COUNTY OF KANE

Gty # _____
Loan # _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by M/I HOMES of Chicago, LLC
to furnish RESURFACING & RELATED
for the premises known as Easton Park
of which M/I HOMES of Chicago, LLC is the owner

THE undersigned, for and in consideration TEN THOUSAND TWO HUNDRED NINETY THREE AND 67/100

(\$ 10,293.67) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of labor services, material fixtures, apparatus or machinery, heretofore furnished, or which may be furnished at any time hereafter, by the undeersigned for the above-described premises.

Given under MY hand SIGN AND SEAL ON this

2ND day of AUGUST

Signature and Seal:

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS
COUNTY OF KANE
TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he is RICHARD A. WEBER, ASST. SECRETARY
of the PLOTE CONSTRUCTION INC.
who is the contractor for the RESURFACING & RELATED work on the
building located at Easton Park
owned by M/I HOMES of Chicago, LLC

That the total amount of the contract including extras is \$ 102,936.70 on which he has received payment of 92,643.03 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim, either legal or equitable, to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications.

NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
PLOTE CONSTRUCTION INC.	RESURFACING	102,936.70	92,643.03	10,293.67	0.00

ALL MATERIAL TAKEN FROM FULLY PAID STOCK AND DELIVERED TO THE JOBSITE IN OUR OWN TRUCKS.

TOTAL LABOR AND MATERIAL TO COMPLETE 102,936.70 92,643.03 10,293.67 0.00

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

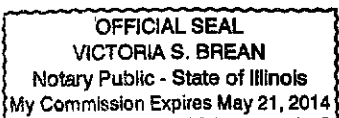
Signed this 2ND day of AUGUST, 2011

Signature:

Subscribed and sworn to before me this 2ND day of AUGUST, 2011

Signature:

F.1722 R1/89 FINAL





STATE OF ILLINOIS }
 COUNTY OF } SS

FINAL WAIVER OF LIEN

Gty # _____

Escrow # _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by M/I HOMES CHICAGO LLC
 to furnish CURB AND HANDICAP DOME
 for the premises known as EASTON PARK SUBDIVISION, CAROL STREAM, IL
 of which M/I HOMES CHICAGO LLC is the owner.

THE undersigned, for and in consideration of SIX THOUSAND ONE HUNDRED SIXTY EIGHT 00/100
 (\$ 6,168.00) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es)
 hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens,
 with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery
 furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material,
 fixtures, apparatus or machinery, heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above-
 described premises, INCLUDING EXTRAS.*

DATE JANUARY 10, 2011 COMPANY NAME BRAVO CONSTRUCTION COMPANY., INC
 ADDRESS 11720 CAPE COD LN, HUNTLEY, IL 60142

SIGNATURE AND TITLE VICE PRESIDENT

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

STATE OF ILLINOIS }
 COUNTY OF } SS

CONTRACTOR'S AFFIDAVIT

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) ELIZABETH MORALES BEING DULY SWORN, DEPOSES
 AND SAYS THAT HE OR SHE IS (POSITION) VICE PRESIDENT OF
 (COMPANY NAME) BRAVO CONSTRUCTION COMPANY., INC. WHO IS THE
 CONTRACTOR FURNISHING CURB AND HANDICAP DOME WORK ON THE BUILDING
 LOCATED AT EASTON PARK SUBDIVISION, CAROL STREAM, IL
 OWNED BY M/I HOMES CHICAGO, LLC

That the total amount of the contract including extras* is \$ 6,168.00 on which he or she has received payment of
 \$ 0 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that
 there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties
 who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work
 or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all
 labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDNG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
<u>OZINGA READY MIX CONCRETE, INC</u> <u>P.O. BOX 970</u> <u>FRANKFORT, IL 60423</u>	<u>CONCRETE</u>	<u>\$1668.25</u>	<u>-0-</u>	<u>\$1668.25</u>	<u>-0-</u>
<u>BRAVO CONSTR. LABOR & SUPPLIES</u>		<u>\$4499.75</u>	<u>-0-</u>	<u>\$4499.75</u>	<u>-0-</u>
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.		<u>6168.00</u>	<u>-0-</u>	<u>\$6168.00</u>	<u>-0-</u>

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor
 or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE JANUARY 10, 2011 SIGNATURE:

SUBSCRIBED AND SWORN TO BEFORE ME THIS 10th DAY OF January 2011

Jessica Smith
 NOTARY PUBLIC

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

FINAL WAIVER OF LIEN

STATE OF: **ILLINOIS**
COUNTY OF: **WILL**

WHEREAS, the undersigned, Ozinga Ready Mix Concrete, Inc., an Illinois Corporation has been employed by **BRAVO CONSTRUCTION** Contractor, to furnish ready mix concrete for the premises owned by

and known as **290 SYPE DRIVE**

in the city of **CAROL STREAM**, County of .

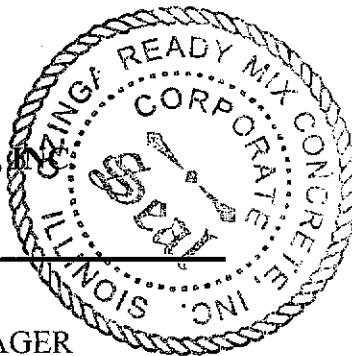
NOW, THEREFORE, the undersigned, for and in consideration of the amount of \$ **1,668.25** Dollars, the receipt whereof is hereby acknowledged, does hereby waive and release any and all lien claims of or right to or claim of lien under the statutes of the State of Illinois relating to mechanic's liens, with respect to and on the above-described premises, and the improvements thereon, and on the material furnished, and on the moneys or other considerations due to or to become due from the owner, on account of material heretofore furnished, or which may be furnished at any time hereafter, by the undersigned, to or on account of the said contract or the said owner, for the above-described premises.

Dated: **01/10/2011**

OZINGA READY MIX CONCRETE, INC.

By:

Its: **TREASURER / CREDIT MANAGER**



8555
00017723
002043

FINAL WAIVER OF LIEN

STATE OF ILLINOIS)
COUNTY OF DUPAGE)

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by M/I Homes of Chicago, LLC
to furnish Sewer and Water for the premises known as Easton Park, Carol Stream, Illinois
of which M/I Homes of Chicago, LLC is the owner.

The undersigned, for and in consideration of Three thousand and no/100 (\$3,000.00) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of labor services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be furnished at any time hereafter by the undersigned for the above-described premises subject to receipt of payment.

Given under my hand, pen, and seal on this 6th day of December, 2010

Signature and Seal: [Handwritten Signature]

Note: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS)
COUNTY OF DUPAGE)
TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he is Jack G. Horn, Treasurer of the PirTano Construction Company, Inc., who is the contractor for the Sewer and Water work on the building located at Easton Park, Carol Stream, Illinois owned by M/I Homes of Chicago, LLC that the total amount of the contract including extras is \$3,000.00 on which he has received payment of \$0.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both or said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction hereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

Table with 6 columns: NAMES, WHAT FOR, CONTRACT PRICE, AMOUNT PAID, THIS PAYMENT, BALANCE DUE. Includes entries for PirTano Construction Company, Inc. and Concrete Specialties, Inc.

TOTAL LABOR AND MATERIAL TO COMPLETE
That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this 6th day of December, 2010

Signature [Handwritten Signature]

Subscribed and sworn to before me this 6th day of December, 2010



Signature [Handwritten Signature]

FINAL WAIVER OF LIEN

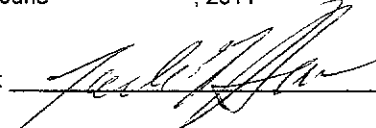
STATE OF ILLINOIS)
)
 COUNTY OF DUPAGE)

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by M/I Homes of Chicago, LLC
 to furnish Sewer and Water for the premises known as Easton Park, Carol Stream, Illinois
 of which M/I Homes of Chicago, LLC is the owner.

The undersigned, for and in consideration of Twelve thousand and no/100
 (\$12,000.00) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and
 release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to
 and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on
 the moneys, funds or other considerations due or to become due from the owner, on account of labor services, material, fixtures, apparatus
 or machinery, heretofore furnished, or which may be furnished at any time hereafter by the undersigned for the above-described premises subject
 to receipt of payment.

Given under my hand, pen, and seal on this 23rd day of June, 2011

Signature and Seal: 

Note: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of
 officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself
 as partner.

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS)
)
 COUNTY OF DUPAGE)
 TO WHOM IT MAY CONCERN:

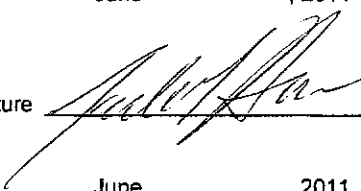
THE undersigned, being duly sworn, deposes and says that he is Jack G. Horn, Treasurer of the PirTano Construction Company, Inc.,
 who is the contractor for the Sewer and Water work on the
 building located at Easton Park, Carol Stream, Illinois
 owned by M/I Homes of Chicago, LLC

That the total amount of the contract including extras is \$12,000.00 on which he has received payment of \$0.00
 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or
 equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both
 for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction
 thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said
 work according to plans and specifications:

NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
<u>PirTano Construction Company, Inc.</u> <u>1766 Armitage Court, Addison, Illinois</u>	<u>Sewer and Water</u>	<u>\$12,000.00</u>	<u>\$0.00</u>	<u>\$12,000.00</u>	<u>\$0.00</u>
<u>All labor has been paid in full.</u>	<u>Our principal supplier is:</u>				
<u>All materials were taken from fully paid stock and delivered via our truck.</u>	<u>Concrete Specialties, Inc.</u>	<u>Elgin, IL</u>			
TOTAL LABOR AND MATERIAL TO COMPLETE					

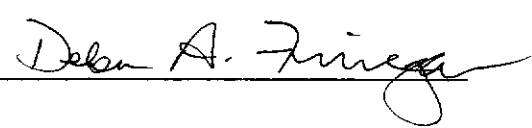
That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or
 other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this 23rd day of June, 2011

Signature 

Subscribed and sworn to before me this 23rd day of June, 2011



Signature 

VILLAGE OF CAROL STREAM
PUBLIC IMPROVEMENTS

PROJECT NAME: EASTON PARK

BLD/DEV: M/I HOMES

OF STREET LIGHTS: _____

<u>WATER SYSTEM</u>		<u>SANITARY SEWER SYSTEM</u>		<u>STORM WATER SYSTEM</u>	
FEET OF 6"	<u>713</u>	FEET OF 8"	<u>1525</u>	FEET OF ALL SIZES	<u>2362</u>
FEET OF 8"	<u>1207</u>	FEET OF 10"	<u>-0-</u>	# OF INLETS (CB)	<u>23+16 (39)</u>
FEET OF 10"	<u>-0-</u>	FEET OF 12"	<u>-0-</u>	# OF MANHOLES	<u>21</u>
FEET OF 12"	<u>530</u>	FEET OF 15"	<u>-0-</u>	# OF PONDS (W+D)	<u>N/A</u>
FEET OF 16"	<u>-0-</u>	FEET OF 18"	<u>-0-</u>	AC. OF DET. (DRY)	<u>N/A</u>
# OF VALVES	<u>17</u>	FEET OF 21"	<u>-0-</u>	AC. OF RET. (WET)	<u>N/A</u>
FIRE HYDS	<u>19</u>	FEET OF 24"	<u>-0-</u>		
		FEET OF 30"	<u>-0-</u>		
		FEET OF 33"	<u>-0-</u>		
		FEET OF 36"	<u>-0-</u>		
		MANHOLES	<u>25</u>		

COMMENTS: _____

DEVELOPER:

M/I HOMES

SUBDIVISION:

EASTON PARK.

STREET:

SYPE

ACCEPTED:

FROM:

49 + 00

TO:

35 + 50

LENGTH:

1350'

SPEED:

15 MPH

WIDTH:

28'

R-O-W:

66'

BINDER:

2"

PARKWAY WIDTH:

33'

BASE:

12"

EYEBROWS:

N/A

YEAR BASE:

2005

CUL-DE-SACS:

N/A

YEAR SURFACE:

2010

OCCUPIED:

N/A

DEVELOPER:

SUBDIVISION:

STREET:

ACCEPTED:

FROM:

TO:

LENGTH:

SPEED:

WIDTH:

R-O-W:

BINDER:

PARKWAY WIDTH:

BASE:

EYEBROWS:

YEAR BASE:

CUL-DE-SACS:

YEAR SURFACE:

OCCUPIED:

DEVELOPER:

SUBDIVISION:

STREET:

ACCEPTED:

FROM:

TO:

LENGTH:

SPEED:

WIDTH:

R-O-W:

BINDER:

PARKWAY WIDTH:

BASE:

EYEBROWS:

YEAR BASE:

CUL-DE-SACS:

YEAR SURFACE:

OCCUPIED:

DEVELOPER:

SUBDIVISION:

STREET:

ACCEPTED:

FROM:

TO:

LENGTH:

SPEED:

WIDTH:

R-O-W:

BINDER:

PARKWAY WIDTH:

BASE:

EYEBROWS:

YEAR BASE:

CUL-DE-SACS:

YEAR SURFACE:

OCCUPIED:

7/15/11
DATE SURVEYED

ADDRESSED STREET & NO.	TREES ON SIDE STREET NAME	SPECIES	SEQ. L-R	FEET FROM LEFT P.L.	FEET FROM CURB	POS. F/B/N	PARK-WAY WIDTH	UNDER-GROUND W/G/S/E	BLDG
<u>130-146</u> BENNETT DR.	- 0 - SYPE DR.	(1) MAPLE (1) ELM	X X	-	3'	F	6'	S	1
<u>348-332</u> SYPE DR.	- 0 - SAUNDERS CIR	(1) ELM (2) HONEY-LOCUST	X X	-	3'	F	6'	S	2
<u>312-328</u> SYPE DR.	- 0 - SAUNDERS CIR	(1) HONEY/LOCUST (2) WHITE ASH	X X	-	3'	F	6'	S	5
<u>302-310</u> SYPE DR.	(3) SYPE DR	(1) WHITE ASH (2) PEAR	X X	-	3'	F	6'	S	6
<u>300-292</u> SYPE DR.	(3) SYPE DR	(2) PEAR (1) LINDEN	X X	-	3'	F	6'	S	7
<u>290-274</u> SYPE DR.	SYPE DR	(2) LINDEN (1) WHITE OAK	X X	-	3'	F	6'	S	8
<u>254-270</u> SYPE DR.	SYPE DR	(2) WHITE OAK	X	-	3'	F	6	S	11
<u>238-230</u> SYPE DR.	SYPE DR.	(2) MAPLE	X	-	3'	F	6	S	12

HOUSE NO.: FOUR DISIT HOUSE NUMBER

ADDRESSED STREET NAME: STREET NAME THAT HOUSE IS FACING

TREE LOCATED ON SIDE STREET, NAME: SIDE STREET NAME WHERE TREE IS LOCATED ON SIDE OF CORNER LOT.

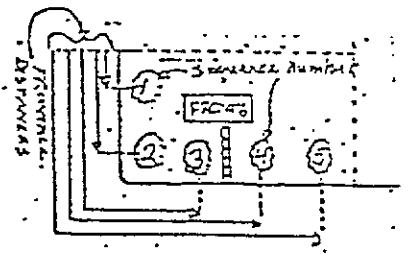
SEQUENCE: NUMBER OF TREE. TREES ARE NUMBERED SEQUENTIALLY FROM LEFT TO RIGHT, BEGINNING AT THE LEFT PROPERTY LINE, AS VIEWED FACING THE FRONT DOOR.

FEET FROM LEFT PROPERTY LINE: DISTANCE OF TREE TRUNK CENTER FROM LEFT PROPERTY LINE, AS VIEWED FACING THE FRONT DOOR.

FEET FROM CURB: DISTANCE (IN FEET) FROM VERTICAL CURB FACE OR, ON ROLLING CURBS, FROM BACK OF SIDEWALK PLUS 5 FT., TO CENTER OF TREE.

POSITION (F/B/N): POSITION OF TREE IN RELATION TO SIDEWALK. 3 CODES:
 F - IN FRONT OF SIDEWALK AND BEHIND CURB
 B - TREE IS BEHIND SIDEWALK
 N - NO PAVEMENT ADJACENT TO TREE (NO SIDEWALK)

UNDERGROUND (W/G/S/E): DENOTES THE PRESENCE OF AN UNDERGROUND UTILITY WITHIN THE DRIPLINE (CANOPY) OF THE TREE, AND VISIBLE ON THE SURFACE.
 W - WATER METER G - GAS METER
 S - SEWER CLEANOUT E - ELECTRIC BOX



RESOLUTION NO. _____

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

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

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

WHEREAS, it has been determined by the Mayor and Board of Trustees of the Village of Carol Stream to declare and dispose of 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 following personal property:

1993 Jeep Cherokee	1J4FJ67S9PL621757
2002 Ford Taurus	1FAFP55U92A161934
2006 Club Car Golf Cart	

now owned by the Village of Carol Stream, is no longer useful and authorize its disposal per the attached memorandums dated August 22, 2011 and August 24, 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 6th DAY OF SEPTEMBER, 2011.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager

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

FROM: Sgt. Michael Zochert

DATE: 08/22/2011


RE: Surplus vehicles for auction

*Request to declare seized vehicles awarded to Village as surplus
for sale on eBay.*

The seized vehicles below have been awarded to the Village via seizure laws of the Illinois Compiled Statutes. I would like the vehicles declared as surplus so they can go to auction. I am in the process of obtaining titles at this time.

- | | | |
|----|--------------------|-------------------|
| 1) | 1993 Jeep Cherokee | 1J4FJ67S9PL621757 |
| 2) | 2002 Ford Taurus | 1FAFP55U92A161934 |

Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager
FROM: Chief Kevin Orr 
DATE: August 24, 2011
RE: The Police Department requests that the Village Board declare a 2006 Club Car golf cart as surplus so that it can be sold to Gary Auto Body.

The Police Department seized a 2006 Club Car golf cart pursuant to a traffic arrest in 2010. The golf cart was recently awarded to the Village by the DuPage County Circuit Court.

In order to maintain the golf cart in a working condition, a battery charger and new batteries would need to be purchased at an expense of approximately \$2,000.

A working 2006 Club Car golf cart with a charger has a retail value of approximately \$4,000. Similar, working golf carts are currently listed on EBay for \$810-\$3,450.


Sergeant Zochert met with Don Soper of Gary Auto Body, which sells golf carts. Mr. Soper inspected our cart and indicated he would like to purchase it for \$1,200. Sergeant Zochert also met with a representative of Auto Showcase who valued the cart at \$1,000.

The Police Department does not have a use for the cart. Public Works was asked if they could use the cart, they also do not have a use for it.

I am requesting the Village Board declare the cart surplus so that it can be sold to Gary Auto Body for \$1,200. I would like to sell it directly to Gary Auto Body because its condition and lack of charger increases the potential to obtain less for it if we sold it on EBay. Should Gary Auto Body decide they no longer wish to purchase the cart, we would list it on EBay.

Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager

FROM: Philip J. Modaff, Director of Public Works 

DATE: August 30, 2011

RE: Street Lighting Grant -- Illinois Department of Commerce and Economic Development (DCEO) -- Grant #11-203624

Attached is a grant agreement from Illinois Department of Commerce and Economic Development (DCEO). Through the efforts of Senator Millner, the Village will receive \$350,000 from DCEO for the replacement of approximately 60 - 65 street light poles, light fixtures, conduit, cabling and related controllers. The project will continue the Village's effort to replace older technology with newer, longer-lasting and energy-saving LED lighting¹ starting in the Spring Valley and Western Trails subdivisions.

The Street Light Replacement Program was started two years ago, with thirty-six (36) poles having already been replaced. The current Capital Improvement Program (CIP) includes a five-year plan to finish the work in Spring Valley and start work in Western Trails. The CIP projects annual funding as follows:

<u>Five-Year Plan</u>		<u>Ten-Year Plan</u>	
2012	\$54,000	2017	\$90,000
2013	\$55,000	2018	\$90,000
2014	\$90,000	2019	\$90,000
2015	\$90,000	2020	\$90,000
2016	\$90,000	2021	\$90,000

Given this one-time influx of grant funds towards the program, I am recommending that we consider combining the grant funding with the CIP funds for the period FY12 – FY16 to make one large, two-phased project to be constructed during FY13 and FY14. Combining the funds into one large project can reasonably be assumed to provide some economy of scale in the cost of design, materials and installation. In addition, having to administer and supervise a two-year, large project rather than five small ones over the next five years will reduce demand on staff resources.

Attached is a map depicting the area planned for Phase I and the area planned for Phase II. The Engineering Department has confirmed that there is no major street work planned for these areas in the next several years, so there will be no risk of conflict between the street light project and roadway improvements.

¹ Based upon industry standards and reports from other communities the proposed fixtures will reduce energy consumption by up to fifty percent (50%). In addition, the LED lighting element has a life-span several times that of the high-pressure sodium bulbs that will be replaced, reducing replacement and maintenance costs.

Specifically, I recommend the following implementation plan:

- Board approval of DCEO grant agreement for \$350,000 on September 6, 2011;
- Solicit proposals for the design of a large-scale street light replacement project broken into two phases. Funds that were included in the current fiscal year (\$54,000) would sufficiently cover the cost of design, drafting of bid specifications, bid oversight and award recommendation;
- Commit the grant funding to cover Phase I of the project (approximately 60 - 65 street light poles) to be constructed in FY13 at a cost of about \$350,000;
- Commit the CIP planned funding originally scheduled for FY13 – FY16 to cover Phase II of the project (approximately 55 street light poles) to be constructed in FY14 at a cost of about \$325,000.²

Should this plan be adopted, I would recommend the following schedule:

PHASE I

- **September 7 – 15:** Draft Request for Proposals (RFP) from engineering firms for design and bidding services.
- **September 19 – October 10:** Solicit proposals and select firm
- **October 17 –** recommend award of engineering contract to Village Board
- **November 1 – December 15:** Design project and prepare bid specs
- **December 16 – January 20, 2012:** Advertise project for bid
- **February 6:** recommend award of construction contract to Village Board
- **March 1 – August 15:** Install replacement lighting

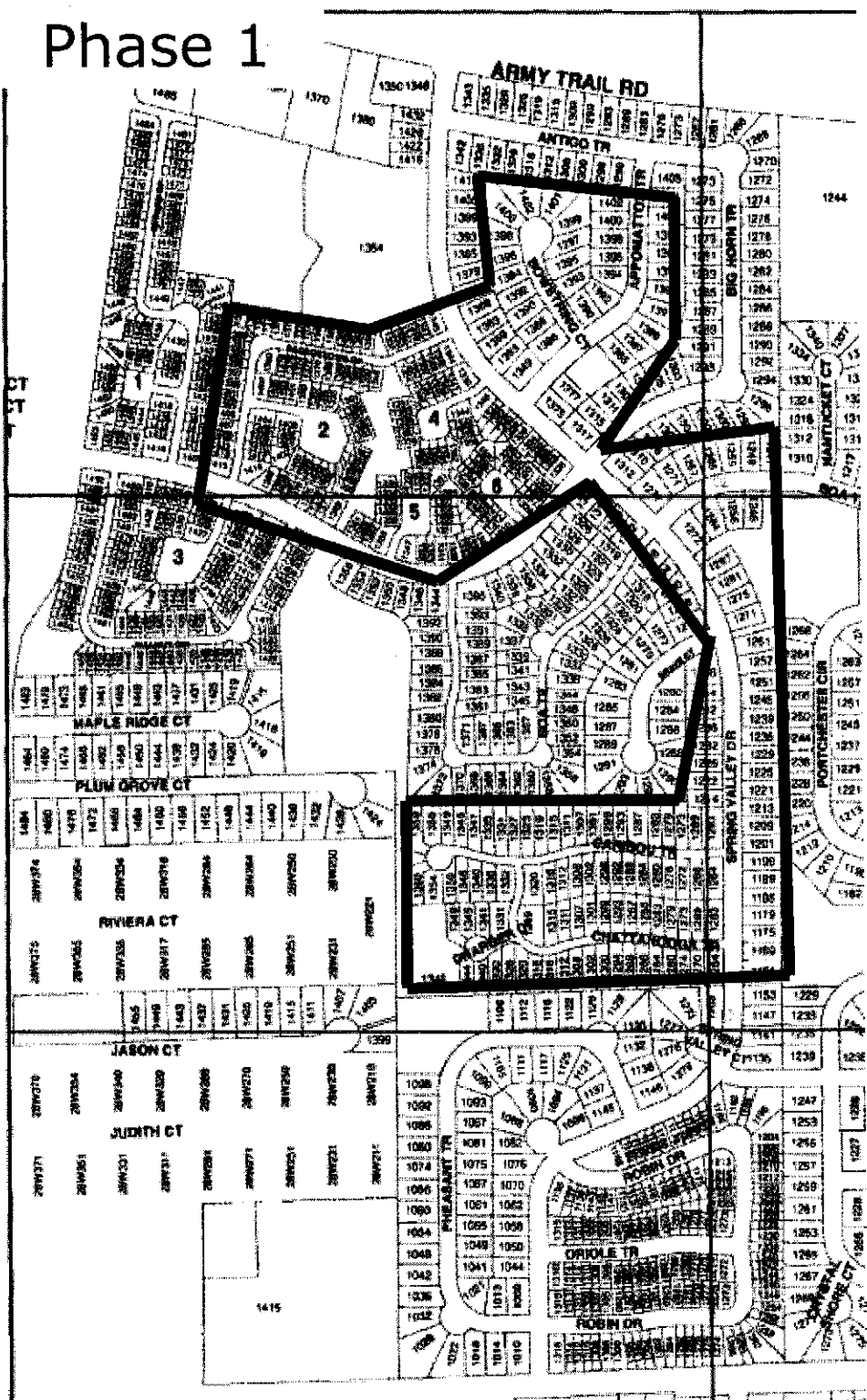
PHASE II

- **December 16, 2012 – January 20:** Advertise project for bid
- **February 6:** recommend award of construction contract for Phase I
- **March 1 – August 15, 2013:** Install replacement lighting

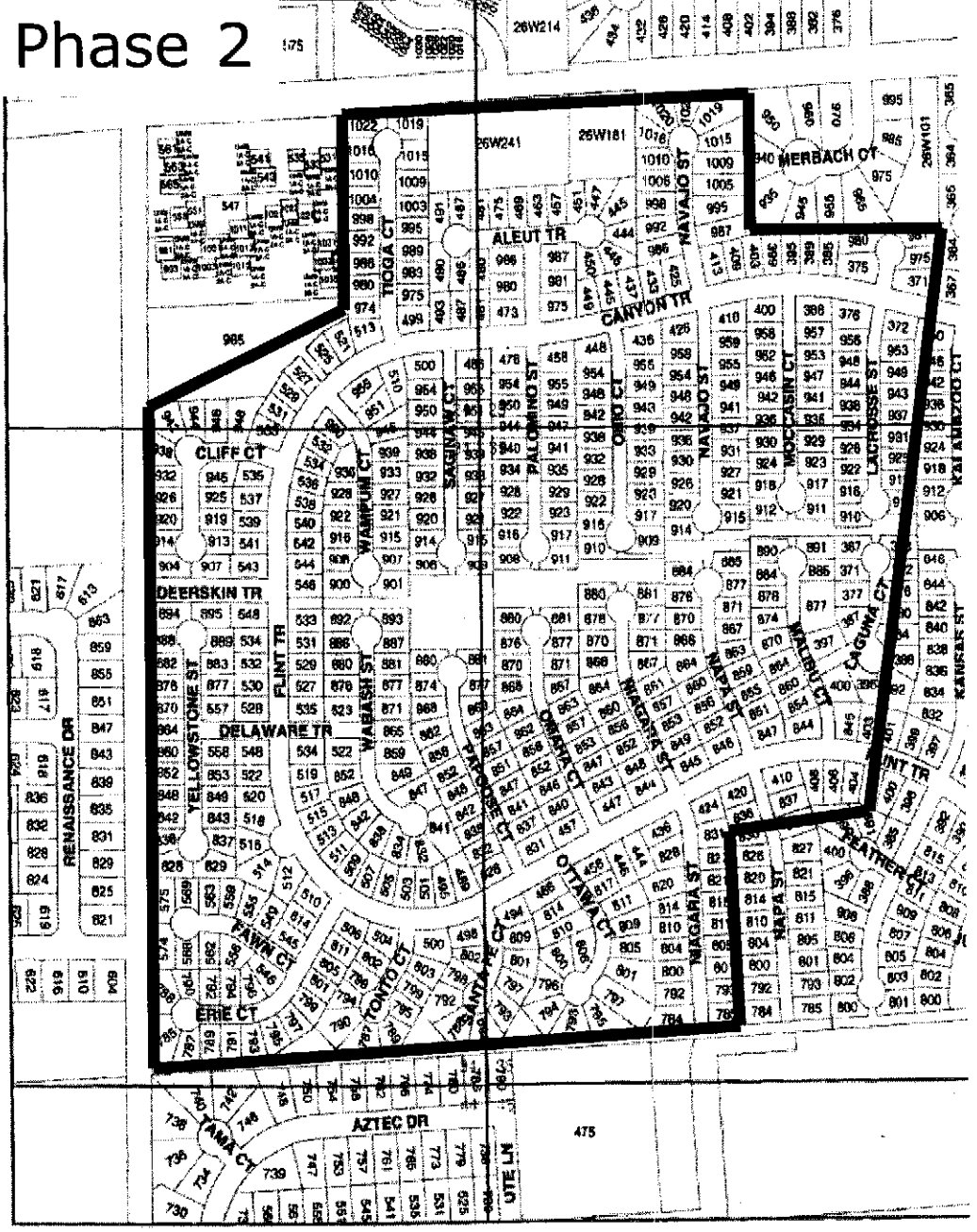
For the Board meeting on September 6, 2011, I am recommending that the Board approve a Motion Authorizing the Mayor to Execute A Grant Agreement with DCEO in the amount of \$350,000 and Designating Director of Public Works Phil Modaff as Authorized Designee for the Village.

² Dividing the project into two phases allows for the use of immediately available grant funding while preserving the option to postpone Phase II if CIP funding is not available as proposed in FY14.

Phase 1



Phase 2





ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY

Grant Management Program 01

Grant No. 11-203624

for the

Village of Carol Stream

Illinois Department of Commerce and Economic Opportunity
500 E. Monroe St.
Springfield, IL 62701

**STATE OF ILLINOIS
DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY**

Notice of Grant Award No. 11-203624

This Grant Agreement (hereinafter referred to as the "Agreement") is entered into between the Illinois Department of Commerce and Economic Opportunity (hereinafter referred to as the "Department" or "DCEO") and **Village of Carol Stream** (hereinafter referred to as the "Grantee"). Subject to terms and conditions of this Agreement, the Department agrees to provide a Grant in an amount not to exceed **\$350,000.00** to the Grantee.

Subject to the execution of this Agreement by both parties, the Grantee is hereby authorized to incur costs against this Agreement from the beginning date of **08/01/2011** through the ending date of **11/30/2012**, unless otherwise established within Part II Scope of Work. The Grantee hereby agrees to use the Grant Funds provided under the Agreement for the purposes set forth herein and agrees to comply with all terms of this Agreement.

This Agreement includes the following sections, all of which are incorporated into and made part of this Agreement:

Parts:

- I. Budget**
- II. Scope of Work**
- III Grant Fund Control Requirements**
- IV. Terms and Conditions**
- V. General Provisions**
- VI. Certifications**

This grant is state funded.

Under penalties of perjury, the undersigned certifies that the name, taxpayer information number and legal status listed below are correct.

Name: Village of Carol Stream

Taxpayer Identification Number:
SSN/FEIN: 362510906

Legal Status:

- Individual (01)
- Sole Proprietor (02)
- Partnership/Legal Corporation (03)
- Corporation (04)
- Not For Profit Corporation (04)
- Medical Corporation (06)
- Governmental (08)

- Estate or Trust (10)
- Pharmacy-Noncoporate (11)
- Nonresident Alien (13)
- Pharmacy/Funeral Home/Cemetery Corp (15)
- Tax Exempt (16)
- Limited Liability Company (select applicable tax classification)
 - C - Corporation
 - P - Partnership

GRANTEE:
Village of Carol Stream

Grantee's execution of this Agreement shall serve as its certification under oath that Grantee has read, understands and agrees to all provisions of this Agreement and that the information contained in the Agreement is true and correct to the best of his/her knowledge, information and belief and that the Grantee shall be bound by the same. Grantee acknowledges that the individual executing this Agreement is authorized to act on the Grantee's behalf. Grantee further acknowledges that the award of Grant Funds under this Agreement is conditioned upon the above certification.

By: _____ Date _____
(Authorized Signator)

Frank Saverino, Sr., Mayor
Name and Title

STATE OF ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY

By: _____ Date _____
Warren Ribley, Director

Grantee Address: _____ Please indicate any address changes below
500 N. Gary Avenue
Carol Stream, IL 60188-1811

In processing this grant and related documentation, the Department will only accept materials signed by the Authorized Signatory or Designee of this Agreement, as designated or prescribed herein. If the Authorized Signatory chooses to assign a designee to sign or submit materials required by this Agreement to the Department, the Authorized Signatory must either send written notice to the Department indicating the name of the designee or provide notice as set forth immediately following this paragraph. Without such notice, the Department will reject any materials signed or submitted on the Grantee's behalf by anyone other than the Authorized Signatory. The Authorized Signatory must approve each Authorized Designee separately by signing as indicated below. If an Authorized Designee(s) appears below, please verify the information and indicate any changes as necessary.

The following are designated as Authorized Designee(s) for the Grantee:

Authorized Designee: Phil Modaff
Authorized Designee Title: Director of Public Works
Authorized Designee Phone: 630-871-6262
Authorized Designee Email: pmodaff@carolstream.org
Authorized Signatory Approval: _____

Authorized Designee: _____
Authorized Designee Title: _____
Authorized Designee Phone: _____
Authorized Designee Email: _____
Authorized Signatory Approval: _____

PART I
BUDGET

Cost Category Description	Cost Cat	DCEO Budget Amount	Variance %	Variance Limit
WIRING/ELECTRICAL	1215	75,000.00	10.00	0.00
EQUIPMENT/MATERIAL/LABOR	1217	225,000.00	10.00	0.00
PAVING/CONCRETE/MASONRY	1219	5,000.00	10.00	0.00
EXCAVATION/SITE PREP/DEMO	1225	25,000.00	10.00	0.00
CONTINGENCY	1235	20,000.00	10.00	0.00
Total		\$350,000.00		

BUDGET LINE ITEM DEFINITIONS

The definitions listed below will help to identify allowable costs for each of the budgeted lines in this Agreement. Any costs not specifically named below should be verified to be allowable by the DCEO grant manager prior to incurring the cost.

- | | |
|---------------------------|--|
| WIRING/ELECTRICAL | purchase of materials necessary for completion of the project scope such as: electrical wiring; conduit; outlets; switches; etc. including associated labor/installation costs, as identified within the Part II Scope of Work. |
| EQUIPMENT/MATERIAL/LABOR | purchase of materials and/or purchase/lease of equipment, to use or install for the project, such as: steel; drywall; lumber; wiring; doors; windows; roofing; rock; etc. including labor/installation costs, as identified within Part II Scope of Work. |
| PAVING/CONCRETE/MASONRY | purchase of materials necessary for completion of the project scope such as bituminous pavement; concrete; rock; bricks; blocks; mortar; tuckpointing; etc. including associated labor/installation costs, as identified within the Part II Scope of Work. |
| EXCAVATION/SITE PREP/DEMO | costs associated with demolition of existing structures on the project site and/or preparation of the project site including excavation, etc. ahead of actual new construction/renovation activities. |
| CONTINGENCY | coverage of potential cost overruns in any of the other utilized Grant Budget line items. |

Pass-Through Entity or Subgrantor Responsibilities. If Grantee provides any portion of this funding to another entity through a grant agreement or contract, Grantee is considered to be a pass-through entity or subgrantor. Per Section 5.10(M) of the Agreement, Grantee must obtain written approval before it provides any portion of this funding to another entity through a grant agreement or contract. If the Department provides written approval, the Grantee must adhere to the following for any awards or contracts entered into using the Grant Funds listed above:

- (1) Ensure that all subgrant or contractual awards of Grant Funds are made in conformance with the terms of this Agreement specifically including, but not limited to, Sections 3.4 and 3.6 of this Agreement; and
- (2) Ensure subgrantees are aware of the terms and conditions of this grant and abide by them.

PART II

SCOPE OF WORK

In consideration for the Grant Funds to be provided by the Department, the Grantee agrees to perform the Project described in Part II (Scope of Work) hereof, in accordance with the provisions of Part I (Budget) hereof.

Section 1. Public Benefit

The Grantee is a governmental entity serving residents of and visitors to the Village of Carol Stream in DuPage County, Illinois. Grant funds will be used for costs associated with replacing approximately sixty (60) deteriorating concrete street light poles and light fixtures.

Grant Funds will be used specifically for wiring/electrical; equipment/material/labor; paving/concrete/masonry; and excavation/site prep/demolition. The Grant Budget will include a Contingency line item, to cover potential cost overruns in any of the other Grant Budget line items.

Poles will be replaced with longer-lasting aluminum poles and light heads will be replaced with low-energy, low-maintenance and longer-lasting LED lights and fixtures. New underground cabling will also be installed along with associated control boxes.

All work will be performed in existing public right-of-way. The public will benefit from the improved safety of pedestrian and vehicular traffic and the improved efficiencies gained as a result of this project.

Section 2. Grant Tasks

- 2.1 The Grantee shall use Grant funds as detailed in Part I, BUDGET. Expenditure of Grant funds will comply with applicable bond guidelines.
- 2.2 The Grantee shall utilize property acquired, constructed or improved with funds provided under this Agreement solely to provide the programs and services specified in Section 1, above, for at least the term of the Grant Agreement. Any sale, transfer, assignment or other conveyance of property acquired, constructed or improved shall provide that the property must continue to be used to accomplish or facilitate the public purpose described in Section 1, above.
- 2.3 The Grantee agrees to comply with the following:
 - (a) The Grantee shall utilize grant funds in accordance with Part I (Budget) to complete the activities/performance described in Section 1, above. The Grantee shall provide any additional funds, or secure commitments therefore, which are necessary to complete the specified activities/performance during the grant term set forth in the Notice of Grant Award.
 - (b) The Grantee shall execute all agreements necessary to complete the activities/performance described in Section 1, above, including, but not limited to, purchase/sales contracts for real and/or personal property, leases, easements, loans, financing agreements, grant agreements, operating agreements, etc., during the grant term specified in the Notice of Grant Award.
 - (c) The Grantee shall obtain all authorization necessary to complete the activities/performance described in Section 1, above, including, but not limited to, municipal ordinances, permits, variances, other approvals, etc., during the grant term specified in the Notice of Grant Award.
 - (d) The Grantee shall notify the Departmental grant manager in writing no later than 10 days after it becomes aware of any events/circumstances that will result in substantial delays or may substantially impair the Grantee's ability to complete the activities/performance described in Section 1, above, during the grant term specified in the Notice of Grant Award.

(e) The Grantee shall provide to the Department additional information relative to its compliance with the provisions set forth in subsections (a) through (d), above, pursuant to Part III, Section 3.2C, "Additional Information."

(f) In addition to the requirements of Part III, Section 3.7, the Grantee shall maintain in its file, and make available to the Department upon request therefore, copies of documentation, correspondence, agreements, etc., evidencing compliance with the requirements of subsections (a) through (d), above.

2.4 Any equipment purchased with Grant funds provided hereunder shall only be used for the purposes set forth above for the term of the grant.

PART III
GRANT FUND CONTROL REQUIREMENTS

3.1 **AUDITS**

- A. Standard Audit The Grantee is required to obtain a Standard Audit and provide the Department with a copy of the audit report, applicable management letters (SAS 115), and applicable SAS 114 letters (Auditor's Communication With Those Charged With Governance) within thirty (30) days of the Grantee's receipt of such audit report, but in no event later than nine (9) months following the end of the period for which the audit was performed. The Audit Report is required to be provided to DCEO annually for the life of the grant. In lieu of providing a Standard Audit, the Grantee may submit a Grant-Specific Audit as defined in Section 3.1 D.
- B. Single Audit If the Grantee is required to have an audit performed pursuant to the Single Audit Act of 1984, as amended in 1996 ("Single Audit Act") and by the Office of Management and Budget Circular A-133 ("OMB Circular A-133"), the Grantee shall provide the Department with a copy of the audit report, the management letters (SAS 115) and the SAS 114 letters (Auditor's Communication With Those Charged With Governance), as provided for in the Single Audit Act and OMB Circular A-133, to the Department within thirty (30) days of the Grantee's receipt of such audit report, but in no event later than nine (9) months following the end of the period for which the audit was performed. If no Single Audit is required, the Grantee is to provide DCEO with an annual letter stating a Single Audit was not required.
- C. Discretionary Audit The Department may, at any time, and at its discretion, request a Grant-Specific Audit or other audit, Management Letters (SAS 115) and SAS 114 Letters (Auditor's Communication With Those Charged With Governance) to be delivered within thirty (30) days of the Grantee's receipt of such audit report, but in no event later than nine (9) months following the end of the period for which the audit was performed.
- D. Grant-Specific Audit If the Grantee submits a Grant-Specific Audit either by requirement of the Department or in place of a Standard Audit, the Grant-Specific Audit must meet the following requirements:

The audit must be completed at the end of the grant and cover the entire grant period.

The audit must include a Revenue (Receipt) and Expenditure Statement, which verifies budget amounts with actual amounts for this grant. The audit must also include a compliance component which covers, at a minimum, the following items:

- Confirmation that the Grantee completed the activities described in the Scope of Work (Part II) within the grant term;
- Confirmation that the Grantee obtained prior written approvals from the Department for material changes from the performance of the activities described in the Scope of Work (Part II);
- Confirmation that the Grantee expended grant funds within the grant period;
- Confirmation that the Grantee adhered to the grant budget (Part I) or, if not variances must be identified;
- Confirmation that the Grantee obtained prior written approvals from the Department for any material variances in its expenditure of grant funds;
- Confirmation that the Grantee adequately accounted for the receipts and expenditures of grant funds;
- Confirmation, if applicable, that the Grantee returned grant funds and interest to the Department in accordance with the provisions of the Grant Agreement; and
- Confirmation that the amounts reported in the Grantee's Final Financial Status Report are traceable to its general ledger and accounting records.

- E. Audit Performance All Audits shall be performed by an independent certified public accountant or accounting firm licensed by the appropriate licensing body in accordance with applicable auditing standards.
- F. Audit Submission The Grantee shall electronically send all audit reports and related deliverables to the Department at the following address:

externalauditunit@illinois.gov

If the Grantee is unable to submit the aforementioned documents to the Department electronically, the information shall be sent to the Department at the following address:

Illinois Department of Commerce and Economic Opportunity
Office of Accountability
External Audit Section
500 East Monroe Street
Springfield, IL 62701

3.2 REPORTING REQUIREMENTS

In addition to any other documents specified in this Agreement, the Grantee must submit the following reports and information in accordance with the provisions hereof.

- A. Expenditures and Project Activity Prior to Grant Execution If the Agreement is executed more than thirty (30) days after the beginning date of the grant term provided in the Notice of Grant Award, the Grantee must submit a Financial Status Report and a Project Status Report, in a format provided by the Department, accounting for expenditures and project activity incurred from the beginning of the grant term up to the end of the month preceding the date of the Department's execution. If these Reports are required, the Department will not disburse any Grant Funds until the report is submitted to and approved by the Department.
- B. Final Financial Status Report The Final Financial Status Report described in Section 5.3 hereof is due within 45 days following the end date stated in the Notice of Grant Award. The Grantee should refer to the Welcome Package and the Reports Deliverable Schedule for the specific reporting requirements and due dates. Grantee must submit the report in the format provided by the Department. This report must summarize expenditure of the Grant Funds and activities completed during the grant term. The Grantee's failure to comply with the Close-out requirements set forth herein and in Section 5.3 will be considered a material breach of the performance required by this Agreement and may be the basis to initiate proceedings to recover all Grant Funds disbursed to the Grantee. Grantee's failure to comply with this Section shall be considered prima facie evidence of default, and may be admitted as such, without further proof, into evidence before the Department or in any other legal proceeding.
- C. Additional Information Upon request by the Department, the Grantee must, within the time directed by the Department, submit additional written reports regarding the Project, including, but not limited to, materials sufficient to document information provided by the Grantee.
- D. Submittal of Reports Submittal of all reports and documentation required under this Agreement should be submitted to the individual as directed by the Department. Grants in excess of \$25,000 require, at a minimum, the filing of quarterly reports describing the progress of the program, project, or use and the expenditure of the grant funds related thereto.
- E. Failure to Submit Reports In the event Grantee fails to timely submit any reports required under this Agreement, the Department may withhold or suspend the distribution of Grant Funds until said reports are filed and approved by the Department.

3.3 WELCOME PACKAGE

Upon execution of this Grant Agreement, the Grantee will receive a Welcome Package detailing reporting requirements and procedures relating to the Grant. The Grantee is obligated to comply with those requirements and any revisions thereto in accordance with Section 3.2(B) of this Grant Agreement.

3.4 FISCAL RECORDING REQUIREMENTS

The Grantee's financial management system shall be structured to provide for accurate, current, and complete disclosure of the financial results of the Project funded under this grant program. The Grantee is accountable for all Grant Funds received under this Grant, including those expended for subgrantees. The Grantee shall maintain effective control and accountability over all Grant Funds, equipment, property, and other assets under the grant as required by the Department. The Grantee shall keep records sufficient to permit the tracing of Grant Funds to a level of expenditure adequate to insure that Grant Funds have not been inappropriately expended, and must have internal controls consistent with generally accepted accounting practices adopted by the American Institute of Certified Public Accountants.

3.5 DUE DILIGENCE IN EXPENDITURE OF FUNDS

Grantee shall ensure that Grant Funds are expended in accordance with the following principles: (i) grant expenditures should be made in accordance with generally accepted sound, business practices, arms-length bargaining, applicable federal and state laws and regulations; (ii) grant expenditures should conform to the terms and conditions of this Agreement; (iii) grant expenditures should not exceed the amount that would be incurred by a prudent person under the circumstances prevailing at the time the decision is made to incur the costs; and (iv) grant accounting should be consistent with generally accepted accounting principles.

3.6 MONITORING

The grant will be monitored for compliance in accordance with the terms and conditions of the Grant Agreement, together with appropriate programmatic rules, regulations, and/or guidelines that the Department promulgates or implements. The Grantee must permit any agent authorized by the Department, upon presentation of credentials, in accordance with all methods available by law, including full access to and the right to examine any document, papers and records either in hard copy or electronic, of the Grantee involving transactions relating to this grant.

3.7 RECORDS RETENTION

The Grantee is accountable for all Grant Funds received under this Agreement and shall maintain, for a minimum of four (4) years following the Department's final written approval of all required close-outs, unless the Department notifies the Grantee prior to the expiration of the four years that a longer period is required, adequate books, records, and supporting documents, including digital and electronic data, to verify the amount, recipients and uses of all disbursements of Grant Funds passing in conjunction with this Agreement. This Agreement and all books, records and supporting documents related hereto shall be available for inspection and audit by the Department, the Office of Inspector General, the Auditor General of the State of Illinois, the Illinois Attorney General, or any of their duly authorized representative(s), and the Grantee agrees to fully cooperate with any audit performed by the Auditor General or the Department. Grantee agrees to provide full access to all relevant materials and to provide copies of same upon request. Failure to maintain books, records and supporting documents required by this Agreement shall establish a presumption in favor of the Department for the recovery of any Grant Funds paid by the Department under this Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement or expenditure.

If any of the services to be performed under this Agreement are subcontracted and/or if subgrants are issued/awarded for the expenditure of Grant Funds provided under this Agreement, the Grantee shall include in all such subcontracts and subgrants, a provision that the Department, the Office of Inspector General, and the Auditor General of the State of Illinois, or any of their duly authorized representatives,

will have full access to and the right to examine any pertinent books, documents, papers and records of any such subcontractor or subgrantee involving transactions related to this Agreement for a period of four (4) years following the Department's final approval of all required close-outs (financial and/or programmatic), and any such subcontractor shall be governed by the same requirements to which the Grantee is subject under this Agreement.

**PART IV
TERMS AND CONDITIONS**

4.1 AUTHORITY: PURPOSE: REPRESENTATIONS AND WARRANTIES

- A. Authority The Department is authorized to make this grant pursuant to 20 ILCS 605/605-55 and/or 20 ILCS 605/605-30.

The purpose of this authority is as follows:

To make and enter into contracts, including grants, as authorized pursuant to appropriations by the General Assembly. and/or To use the State and federal programs, grants, and subsidies that are available to assist in the discharge of the provisions of the Civil Administrative Code of Illinois.

- B. Purpose: Representations and Warranties The sole purpose of this grant is to fund the Grantee's performance of the Project, described in Part II hereof, during the term of this grant. The Grantee represents and warrants that the grant proposal/application submitted by the Grantee is in all material respects true and accurate; that it is authorized to undertake the obligations set forth in this Agreement and that it has obtained or will obtain and maintain all permits, licenses or other governmental approvals necessary to perform the Project described in Part II.

4.2 PROJECT SCHEDULE; EXTENSIONS

- A. Project Schedule The Grantee must complete the Scope of Work within the grant term. The Department may require the submission of deliverables. Deliverables must be provided as directed by the Department. For purposes of this Agreement, the Grant Period Begin Date shall be the Project Commencement Date and the Grant Period End Date shall be the Project Completion Date unless these dates are clearly identified as distinctly different in the Part II Scope of Work.
- B. Extensions Extensions of the grant term will be granted only for good cause. Grantees requiring an extension of the grant term should submit a written request to the Program Manager prior to the grant expiration date stating the reason for the extension. All extensions must comply with requirements of Section 5.7.

Grantee's failure to adhere to the schedule set forth in Part II may be grounds for suspension or termination of this Agreement pursuant to Section 5.5 herein. Further, failure by the Grantee to comply with the terms and conditions outlined in Part II, or with any additional terms and conditions within the Agreement, may result in the Grantee being deemed ineligible by the Department for future funding.

4.3 PAYMENT AND EXPENDITURE OF GRANT FUNDS

- A. Expenditure of Funds; Right to Refund Payment of the grant amount specified in the Notice of Grant Award shall be made to the Grantee as specified herein. Grant Funds provided under this Agreement must be expended only to perform the tasks set forth in the Scope of Work attached as Part II of this Agreement. In addition to reasons set forth in other sections of this Agreement, the Department will require a refund from Grantee if (i) the total grant expenditures are less than the amount vouchered to the Grantee from the Department pursuant to the Notice of Grant Award; or (ii) Grant Funds have not been expended or legally obligated within the grant term in accordance with Parts I and Part II hereof. If the Department requires a refund under either of the above circumstances, the Grant Funds must be returned to the Department within forty-five (45) days of the end of the grant term or the otherwise effective Grant Agreement termination date.
- B. Payment Provisions: Prior Incurred Costs

25% Partial Advance/Remainder Reimbursement

Upon execution of this Agreement, the Department shall authorize an initial disbursement in the amount of twenty-five percent (25%) of the total grant award. Future payments to the Grantee are subject to the Grantee's submission and certification of eligible costs incurred and any documentation as required by the Department. Payment shall be initiated upon the Department's approval of eligible costs and cash amount requested for reimbursement of those costs.

Prior Incurred Costs

Reimbursement of costs incurred prior to the beginning date as specified in the Notice of Grant Award will be allowed only if specifically provided for in the Part II, Scope of Work, as approved by the Department. If not clearly indentified in Part II, Scope of Work, any costs incurred prior to this Agreement will be disallowed.

4.4 GRANT SPECIFIC TERMS/CONDITIONS

A. Projects Requiring External Sign-offs

- (1) Pursuant to applicable statute(s), this grant requires sign-off by the following State agency(ies). The status of the sign-off is indicated as of the date the grant is sent to the Grantee for execution:

AGENCY	SIGN-OFF RECEIVED	SIGN-OFF OUTSTANDING
_____ Illinois Historic Preservation Agency	_____	_____
_____ Illinois Dept. of Agriculture	_____	_____
<u> X </u> Illinois Dept. of Natural Resources	_____	<u> X </u>
_____ NONE APPLICABLE		

While any external sign-off is outstanding, the provisions of Item 3) immediately below apply with respect to the disbursement of funds under this grant.

NOTE: The fact that a sign-off has been received in no way relieves the Grantee of its obligation to comply with any conditions or requirements conveyed by the applicable agency(ies) in conjunction with the issuance of the sign-off for the project funded under this Agreement.

- (2) For projects subject to review by the Illinois Environmental Protection Agency, the Grantee must, prior to construction, obtain a construction permit or "authorization to construct" from the IEPA pursuant to the provisions of the Environmental Protection Act, 415 ILCS 5/1 et seq.
- (3) **External Sign-Off Provisions :**
 - a) The Project described in Part II and funded under this Grant Agreement, is subject to review by the external agency(ies) indicated in Item 1) immediately above. Grantee must comply with requirements established by said agency(ies) relative to their respective reviews. **Any requirements communicated to the Department shall be incorporated into this Agreement as follows: (i) as an attachment to this Agreement (immediately following this Part IV) at the time of grant execution; or (ii) if received from the applicable agency(ies) subsequent to execution, as an addendum to this Agreement.** The Grantee is contractually obligated to comply with such requirements.
 - b) Grantee is responsible for coordinating directly with the applicable external agency(ies) relative to said reviews. Except as specifically provided below, the Department's obligation

to disburse funds under this Grant Agreement is contingent upon notification by the applicable agency(ies) that all requirements applicable to the Project have been satisfied. Upon receipt of said notification, disbursement of the grant funds shall be authorized in accordance with the provisions of Section 4.3B hereof.

- e) Prior to notification of compliance by the applicable external agency(ies), the Grantee may request disbursement of funds **only** for the following purposes: administrative, contractual, legal, engineering, or architectural costs incurred which are necessary to allow for compliance by the Grantee of requirements established by the external agency(ies). **FUNDS WILL NOT BE DISBURSED FOR LAND ACQUISITION OR ANY TYPE OF CONSTRUCTION OR OTHER ACTIVITY WHICH PHYSICALLY IMPACTS THE PROJECT SITE PRIOR TO RECEIPT BY THE DEPARTMENT OF THE REQUIRED NOTIFICATION FROM ALL APPLICABLE AGENCIES.**

B. If external sign-offs are indicated in this Section 4.4 disbursement of grant funds (whether advance or scheduled) are subject to the restrictions set forth by the External Sign-Off Provisions of this Section 4.4. Upon receipt of all required sign-offs, the Department's Accounting Division will be notified to disburse grant funds in accordance with the disbursement method indicated herein.

C. Interest on Grant Funds

Notwithstanding Section 4.6 or any other provision in this Agreement, the Grantee may be allowed to retain interest earned on grant funds awarded under this Agreement, provided that:

- (1) All interest earned must be expended prior to grant funds. All reporting documents should reflect the full expenditure of any interest earned. Any grant funds or earned interest unspent above the total cost of the project as detailed in Parts I and II must be returned as grant funds to the Department as described in Part 5.3 herein; and
- (2) Interest may only be expended for activities which are identified in Parts I and II hereof; and
- (3) All interest earned must be accounted for and reported to the Department in the Grantee Final Financial Status Report described in Section 5.3 herein.

Retained interest must be kept in accordance with Section 4.5 of the Grant Agreement.

4.5 DEPOSIT OF GRANT FUNDS

Grant Funds paid in advance of realized costs must be kept in an interest bearing account and maintained therein until used in accordance with the terms and conditions of this Agreement. The Department may waive this requirement upon a written request from the Grantee; however written Departmental approval must be received before any Grant Funds are kept in a non-interest bearing account. Grantee will be responsible for the payment of interest to the Department at a rate equal to twelve percent (12%) per annum on any of the Grant Funds kept in a non-interest bearing account without prior Departmental written approval.

Any interest earned on these Grant Funds must be accounted for as provided in Section 4.6 of this Agreement. Exceptions to Section 4.5 are not permissible without prior written approval by the Department.

Grant Funds paid in reimbursement of previously paid costs may be kept in a non-interest bearing account at the Grantee's discretion.

4.6 RETURN OF INTEREST ON GRANT FUNDS

This Agreement does not allow for the retention of interest by the Grantee. Any interest earned on Grant Funds provided under this Agreement must be accounted for in the Final Financial Status Report described in Section 5.3 herein, and returned as interest to the Department in accordance with the directions provided by the Department.

4.7 **INTENTIONALLY LEFT BLANK**

4.8 **SUPPORT**

Grantee, through its agents, employees and contractors, will provide all equipment, supplies, services and other items of support which are necessary for the effective performance of the Project, unless the Agreement specifically sets forth items of support to be provided by the Department.

4.9 **OWNERSHIP, USE AND MAINTENANCE OF PERSONAL PROPERTY**

A. Ownership Subject to the provisions of this Section 4.9, and the remedies available to the Department as set forth in Section 4.11 below, equipment and material authorized to be purchased with Grant Funds becomes the property of the Grantee. Grantee will maintain an inventory or property control record for all equipment and material purchased with Grant Funds.

B. Use; Maintenance; Insurance During the Grant term, the Grantee must:

(1) use equipment and materials acquired with Grant Funds only for the approved Project purposes set forth in Part II; and (2) provide sufficient maintenance on the equipment and materials to permit achievement of the approved Project purposes and maintain, at its own expense, insurance coverage on all equipment and material purchased with Grant Funds, for its full insurable value, against loss, damage and other risks ordinarily insured against by owners or users of similar equipment and material in similar businesses.

C. Prohibition Against Disposition/Encumbrance The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment or material during the grant term without prior written approval of the Department.

4.10 **PUBLIC INFORMATION REQUIREMENTS**

For the duration of the Agreement, the Grantee will prominently acknowledge the participation of the Department in the Project in all press releases, publications and promotional materials presented to the media or otherwise dissemination published concerning the Project. The Grantee must provide the Department with copies of any proposed press releases, publications and promotional materials not less than ten (10) days before these materials are disseminated. Grantee will submit copies of any press releases, publications and promotional materials to the Department's Project Manager.

The Grantee will provide adequate advance notice pursuant to Section 4.12 of promotional events such as open houses, dedications, or other planned publicity events; and will also coordinate in the planning of said events. Any materials or displays to be distributed in connection with the promotional event must be submitted to the Department in advance of publication or dissemination and must prominently acknowledge the Department's participation in the Project.

4.11 **DEPARTMENT REMEDIES**

In addition to any remedies found elsewhere in this Agreement or at law, the Department may elect any of the following remedies in the event this Agreement is terminated pursuant to Section 5.5 herein. Grantee must comply with the Department's direction within 45 days following written notice or demand from the Department.

- A. The Department may direct the Grantee to refund all grant moneys disbursed to it under this Agreement;
- B. The Department may direct the Grantee to remit an amount equivalent to the "Net Salvage Value" of all equipment or materials purchased with Grant Funds provided under this Agreement. For purposes of this Agreement, "Net Salvage Value" is defined as the amount realized, or that the Parties agree is likely to be realized from, the sale of equipment or materials purchased with Grant Funds provided under this Agreement at its current fair market value, less selling expenses;
- C. The Department may direct the Grantee to transfer ownership of equipment or material purchased with Grant Funds provided under this Agreement to the Department or its designee.

4.12 NOTICES

Notices and other communications provided for herein shall be given in writing by first class mail, by registered, or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the respective party at the address set forth on the signature page hereto, or to such other authorized designees as the parties may designate in writing from time to time. Grantee is responsible for providing the Department with correct address and contact information for itself and its designees. Any notice to the Grantee shall be deemed to have been provided if sent to the address or contact information on the signature page or to the address of an authorized designee. Notice to the Department is deemed to have been provided at the time it is actually received.

4.13 COMPLAINT PROCESS

In the event of a Grantee complaint, the Department's Administrative Hearing Rules shall govern and said rules can be found at Title 56 Illinois Administrative Code, Section 2605.

4.14 GRANT FUNDS RECOVERY ACT (30 ILCS 705/1, ET SEQ.)

This Agreement is subject to all applicable provisions of the Illinois Grant Funds Recovery Act, including the requirement that any Grant Funds not expended or legally obligated at the expiration or termination of the Grant term must be returned to the Department within 45 days following said expiration or termination. Notwithstanding any provision specified elsewhere in this Agreement regarding the treatment of interest earned on the Grant Funds, any interest earned on Grant Funds that is not expended or legally obligated during the Grant term must also be returned to the Department within 45 days following the expiration or termination of this Agreement.

4.15 GRANT PROJECT MANAGEMENT

All necessary and ordinary communications, submittals, approvals, requests and notices related to the Project shall be submitted to:

James Reed
Illinois Department of Commerce and Economic Opportunity
500 E. Monroe St.
Springfield, IL 62701

**PART V
GENERAL PROVISIONS**

5.1 GRANTEE REPRESENTATIONS AND WARRANTIES; GRANTEE GENERAL COVENANTS

- A. Grantee Representations and Warranties In connection with the execution and delivery of this Agreement, the Grantee makes the following representations and warranties to the Department:
- (1) That it has all requisite authority to carry on its business and to execute, deliver and consummate the transactions contemplated by this Agreement;
 - (2) That its employees, agents and officials are competent to perform as required under this Agreement;
 - (3) That it is the real party in interest to this Agreement and is not acting for or on behalf of an undisclosed party;
 - (4) That it has taken all necessary action under its governing documents to authorize the execution and performance of this Agreement under the terms and conditions stated herein;
 - (5) That it has no public or private interest, direct or indirect, and shall not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of the Grantee's services and obligations under this Agreement;
 - (6) That no member of any governing body or any officer, agent or employee of the State, is employed by the Grantee or has a financial or economic interest directly in this Agreement, or any compensation to be paid hereunder except as may be permitted applicable statute, regulation or ordinance;
 - (7) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Grantee's knowledge, threatened, against or affecting the Grantee, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;
 - (8) That to the best of the Grantee's knowledge and belief, the Grantee, its principals and key project personnel:
 - (a) Are not presently declared ineligible or voluntarily excluded from contracting with any Federal or State department or agency;
 - (b) Have not within a three-year period preceding this Agreement been convicted of any felony; been convicted of 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; had a civil judgment rendered against them for commission of fraud; been found in violation of Federal or State antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property; and
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in subparagraph (b) of this certification.

Any request for an exception to the provisions of this paragraph must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction.

- (9) That this Agreement has been duly executed and delivered on behalf of the Grantee and constitutes a legal, valid and binding obligation of the Grantee, enforceable in accordance with its terms, except to the extent that enforcement of any such terms may be limited by
- (a) Applicable bankruptcy, reorganization, debt arrangement, insolvency or other similar laws generally affecting creditors' rights; or
 - (b) Judicial public policy limitations upon the enforcement of certain remedies including those which a court of equity may in its discretion decline to enforce; and performance required under this Agreement; and
- (10) Grantee certifies that it is not currently operating under or subject to any cease and desist order, or subject to any informal or formal regulatory action, and, to the best of Grantee's knowledge, that it is not currently the subject of any investigation by any state or federal regulatory, law enforcement or legal authority. Should it become the subject of an investigation by any state or federal regulatory, law enforcement or legal authority, Grantee shall promptly notify the Department of any such investigation. Grantee acknowledges that should it later be subject to a cease and desist order, Memorandum of Understanding, or found in violation pursuant to any regulatory action or any court action or proceeding before any administrative agency, that the Department is authorized to declare Grantee in default of this Agreement and suspend or terminate the Agreement pursuant to Section 5.5.

B. General Covenants In connection with the execution and delivery of this Agreement, the Grantee makes the following covenants to the Department, which are in addition to any specific covenants contained in this Agreement:

- (1) That it will use Grant Funds only for the purposes set forth in the Budget and Scope of Work, Parts I and II, respectively, of this Agreement;
- (2) That all warranties and representations made by the Grantee in this Agreement shall be true, accurate and complete for the term of the Agreement;
- (3) That it shall be subject to, obey, and adhere to any and all federal, state and local laws, statutes, ordinances, rules, regulations and executive orders as are now or may be in effect during the term of this Agreement which may be applicable to the Grantee;
- (4) That it shall remain solvent and able to pay its debts as they mature. In the event of bankruptcy filing by the Grantee, voluntary or involuntary, the Department may decline to make any further payment, which may otherwise be required under this Agreement;
- (5) That it shall immediately notify the Department of any and all events or actions that may materially adversely affect its ability to carry on its operations or perform any or all of its obligations under this Agreement; and
- (6) That it shall not enter into any other agreement or transaction that would conflict with the performance of its duties hereunder.

5.2 **APPROPRIATION; NONAPPROPRIATION/INSUFFICIENT APPROPRIATION; REDUCED FUNDING SOURCES/REVENUES**

- A. Appropriation The Grantee is hereby given actual knowledge that pursuant to the State Finance Act, 30 ILCS 105/30, payments under this grant are contingent upon the existence of a valid appropriation therefore and that no officer shall contract any indebtedness on behalf of the State, or assume to bind the State in an amount in excess of the money appropriated, unless expressly authorized by law.

- B. Non-appropriation/Insufficient Appropriation Payments pursuant to this Agreement are subject to the availability of applicable federal and/or state funding from the Department and their appropriation and authorized expenditures under State law. The Department shall use its best efforts to secure sufficient appropriations to fund this Agreement. However, the Department's obligations hereunder shall cease immediately, without penalty or further payment being required, if the Illinois General Assembly or federal funding source fails to make an appropriation sufficient to pay such obligation. The Department, at its sole discretion, shall determine whether amounts appropriated are sufficient to continue its obligations under this Agreement. Termination resulting from non-appropriation or insufficient appropriation shall be in accordance with Section 5.5(A)(1) hereof. Any grant is void by operation of law if the Department fails to obtain the requisite appropriation to pay the grant in any year in which this Agreement is in effect.
- C. Reduced Funding Sources/Revenues The Department reserves the right to reduce the amount to be paid to Grantee under this Agreement if the Department determines that it is in the best interest of the State of Illinois to reduce its obligation under this Agreement as a result of the occurrence of any of the following events during the term of the Agreement:
- (1) Receipts from revenues which provide the funding for this Agreement either fall significantly short of anticipated levels, or significantly decrease, or
 - (2) Other sources (external grants, contracts, awards, etc.) providing funds for this Agreement are decreased or withdrawn. If such an event occurs, the Department will notify the Grantee as soon as possible. If the Department and Grantee are able to agree on a reduced compensation amount and a corresponding reduced scope of services, the parties shall execute a grant modification so stating. If the Department and Grantee are unable to agree on the reduced compensation and reduced scope of services, the Department shall terminate the Grant in accordance with the provisions of Section 5.5(A)(2) herein.

5.3 GRANT CLOSE-OUT

- A. Final Financial Status Report In addition to any other reporting requirements specified in this Agreement, the Grantee shall complete and submit a Final Financial Status Report on forms provided by the Department, within forty-five (45) days of the earlier of the Grant Period end date or the effective date of termination of this Agreement. The Grantee should refer to the Welcome Package and the Reports Deliverable Schedule for the specific reporting requirements and due dates. The Grantee must report on the expenditure of Grant Funds provided by the State, and if applicable, the Grantee's required matching funds. The Grantee is responsible for taking the necessary steps to correct any deficiencies disclosed by such Final Financial Status Report, including such action as the Department, based on its review of the report, may direct.
- B. Grant Refunds In accordance with the Illinois Grant Funds Recovery Act, 30 ILCS 705/1, et seq., the Grantee must, within forty-five (45) days of the earlier of the Grant Period end date or the effective date of termination of this Agreement, refund to the Department, any balance of Grant Funds not spent or not obligated as of said date.

5.4 DEFAULT AND REMEDIES

The occurrence of any of the following events, during the grant term, shall constitute a default:

- A. Grantee shall fail to observe or perform any covenant or agreement contained in this Agreement, including the Exhibits hereto;
- B. Any representation, warranty, certificate or statement made by the Grantee in this Agreement, including the Exhibits hereto, or in any certificate, report, financial statement or other document delivered pursuant to this Agreement shall prove to have been incorrect when made in any material respect;

- C. Grantee shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing;
- D. An involuntary case or other proceeding shall be commenced against the Grantee seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceedings shall remain undismitted and unstayed for a period of 60 days; or an order for relief shall be entered against the Grantee under the federal bankruptcy laws as now or hereby after in effect;
- E. The Grantee permanently ceases the conduct of active trade or business at the location specified in Part II, Scope of Work, for any reason, including, but not limited to, fire or other casualty;
- F. Company fails to provide the Company Contribution, if applicable, as identified in Part II, Scope of Work;
- G. Grantee defaults on a loan from a third party. Grantee shall provide the Department with immediate notice upon making a determination that it will default on a loan.

Grantee shall have 30 days from the date Department notifies it of the occurrence of a default to cure the default to Department's satisfaction. Grantee's failure to cure, or to initiate a cure which is satisfactory to the Department, shall be a sufficient basis for the Department to terminate this Agreement and to direct Grantee to refund all Grant Funds disbursed to it by the Department within thirty (30) days of receipt of the notice of termination.

At the Department's discretion the Grantee shall be responsible for the payment of interest at a rate equal to twelve percent (12%) per annum for any amount of the Grant Funds which it has not refunded to the Department beginning thirty (30) days from the date the termination notice is sent by the Department and continuing to the date that all Grant Funds are refunded by Grantee or recovered through other legal processes available to the Department.

5.5 TERMINATION; SUSPENSION

A. This Agreement may be terminated as follows:

- (1) Non-appropriation, Insufficient Appropriation In the event of non-appropriation or insufficient appropriation as described in Section 5.2(B) above, Grantee shall be paid for non-cancelable, allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of termination which shall be the date stated in the written termination notice provided to Grantee. The Department shall provide such notice to Grantee as soon as possible after it becomes aware of such non-appropriation or insufficient appropriation. Any refunds due the Department shall be submitted in accordance with the provisions of Section 5.3(B) hereof.
- (2) Reduced Funding Sources/Revenues In the event the parties are unable to agree on a reduced amount of compensation and scope of services necessitated due to a reduction in revenues or other funding sources for this Agreement as described in Section 5.2(C) above, Grantee shall be paid for non-cancelable, allowable expenditures incurred in the performance of authorized services under

this Agreement prior to the effective date of termination which shall be the date stated in the written termination notice provided to Grantee. Any refunds due the Department shall be submitted in accordance with the provisions of Section 5.3(B) hereof.

For Cause If the Department determines that the Grantee has failed to comply with any of the covenants, terms, conditions or provisions of this Agreement, or any other application, proposal or grant award executed by the Department and the Grantee, including any applicable rules or regulations, or has made a false representation or warranty in connection with the receipt of the grant, the Department may terminate this Agreement in whole or in part at any time before the expiration date of this Agreement. The Department shall notify the Grantee in writing of the reasons for the termination and the effective date of the termination. Grantee shall not incur any costs after the effective date of the termination. Payments made to the Grantee or recovery by the Department shall be in accord with the legal rights and liabilities of the parties.

In the event of termination for cause, Grantee shall also be subject to any other applicable provisions specified elsewhere in this Agreement.

Termination for cause may render the Grantee ineligible for consideration for future grants from the Department for a period not to exceed two (2) years.

- (3) For Convenience The Grantee acknowledges that this grant was made by the Department based on its determination that the activities to be funded under this Agreement are in furtherance of either the Department's statutory requirements or its program objectives. The Grantee further acknowledges that the Department may unilaterally terminate this Agreement based on its good faith determination that the continued expenditure of Grant Funds under this Agreement is no longer in furtherance of said statutory requirements or program objectives. Termination for convenience shall be effective upon delivery of notice to Grantee pursuant to Section 5.10(F) hereof. The Grantee shall not incur new obligations after the effective date of the termination, and shall cancel as many outstanding obligations as possible. The Department shall allow full credit to the Grantee for properly incurred expenditures made in connection with the Grant in accordance with the provisions of Part I (Budget) and Part II (Scope of Work). Grant refunds shall be submitted in accordance with the provisions of Section 5.3(B) hereof.

- B. Suspension If the Grantee fails to comply with the specific conditions and/or general terms and conditions of this Agreement, the Department may, upon written notice to the Grantee, suspend this Agreement, withhold further payments and prohibit the Grantee from incurring additional obligations of Grant Funds, pending corrective action by the Grantee or a decision to terminate this Agreement. The Department may determine to allow such necessary and proper costs, which the Grantee could not reasonably avoid during the period of suspension provided that the Department agrees that such costs were necessary and reasonable and incurred in accordance with the provisions of this Agreement.

5.6 INDEMNIFICATION

- A. Non-Governmental Entities The Grantee agrees to assume all risk of loss and to indemnify and hold the State, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments including costs, attorneys' and witnesses' fees, and expenses incident thereto, relating to bodily injuries to persons (including death) and for loss of, damage to, or destruction of real and/or tangible personal property (including property of the State) resulting from the negligence or misconduct of Grantee, its employees, agents, or subcontractors or subgrantees in the performance of this Agreement. Grantee shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction or damage to State property and shall, at the State's request and expense, furnish to the State reasonable assistance and cooperation including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the State in obtaining recovery.

The Grantee shall, at its expense, defend the State against all claims asserted by any person that anything provided by Grantee infringes a patent, copyright, trade secret or other intellectual property right and shall, without limitation, pay the costs, damages and attorneys' fees awarded against the State in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement.

- B. Governmental Entities In the event that the Grantee is a Governmental Entity, it will indemnify and hold harmless the Department as set out herein to the extent authorized by Federal and/or State constitutions(s) and/or laws.

5.7 **MODIFICATION BY OPERATION OF LAW; BUDGET MODIFICATIONS; DISCRETIONARY MODIFICATIONS**

- A. Modifications by Operation of Law This Agreement is subject to such modifications as the Department determines may be required by changes in Federal or State law or regulations applicable to this Agreement. Any such required modification shall be incorporated into and become part of this Agreement as if fully set forth herein. The Department shall timely notify the Grantee of any pending implementation of or proposed amendment to such regulations of which it has notice.
- B. Budget Modifications Grantee must expend the Grant Funds in accordance with the approved budget set forth in Part I hereof. If the Grantee determines that its expenditures for the grant term will vary from the amounts listed in the approved project budget it must submit a written request for approval from the Department prior to incurring the revised costs. Said request must give the reasons for and amounts of the revisions. If the Department approves the revised expenditures, it will provide the Grantee with a revised Project Budget incorporating the revisions. Grantee's failure to obtain written approval for anticipated budget revisions is a sufficient reason for the Department to disallow any costs not included in the original project budget and require a refund from the Grantee.

The Grantee may make a line item transfer up to the allowable variance percentage/amount of the total approved line item budget as specified in Part I Budget without prior written approval of the Department, subject to the following conditions:

- (1) Modifications Requiring Departmental Approval If the Grantee determines that its expenditures will vary from the approved budgeted line item amounts listed in Part I Budget by more than the allowable variance percentage/amount for any given line item expenditure, but will not exceed the total grant award, it shall submit a written request for approval from the Department prior to incurring the revised costs. Modification requests shall give the reasons for and amounts of the revisions. If the Department approves the revised expenditures, it will provide the Grantee with a revised project Part I Budget incorporating the revisions. Grantee's failure to obtain written approval for anticipated budget revisions shall be deemed sufficient for the Department to disallow any costs not included in the original project budget and require a refund from the Grantee.
- (2) Discretionary Transfers Transfers between approved line items that do not exceed the allowable variance percentage/amount of the original approved budget line item may be made at the Grantee's discretion without the Department's approval. For purposes of the allowable discretionary transfer(s), the line item to which the transfer is made cannot be increased by more than the allowable variance percentage/amount of the original approved line item. Additionally, the allowable discretionary transfer does not apply to an Audit line item (if present). Any and all modifications to an existing Audit line item may only be made with the Department's prior written approval.
- C. Discretionary Modifications If either the Department or the Grantee wishes to modify the terms of this Agreement other than as set forth in Sections 5.7(A) and 5.7(B) above, written notice of the proposed

modification must be given to the other party. Modifications will only take effect when agreed to in writing by both the Department and the Grantee. However, if the Department notifies the Grantee in writing of a proposed modification, and the Grantee fails to respond to that notification, in writing, within thirty (30) days, the proposed modification will be deemed to have been approved by the Grantee. In making an objection to the proposed modification, the Grantee shall specify the reasons for the objection and the Department shall consider those objections when evaluating whether to follow through with the proposed modification. The Department's notice to the Grantee shall contain the Grantee name, Grant number, modification number, purpose of the revision and signature of the Department's Director.

- D. Unilateral Modifications The parties agree that the Department may unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by the Department for the sole purpose of increasing the Grantee's funding allocation as additional funds become available for the grant during the program year covered by the term of this Agreement. The parties further agree that the thirty (30) day period for objection described in Section 5.7(C) above does not apply to the unilateral modification authority described in Section 5.7(D).
- E. Management Waiver The parties agree that the Department may issue a waiver of specific requirements of this Agreement after the term of the Agreement has expired. These waivers are limited to requirements relating to the Grantee's compliance with existing audit requirements in the Agreement, retention of interest earned by the Grantee on Grant Funds, variances to budgetary line items, non-material changes to the Scope of Work in Part II, and any other non-material changes to specific grant terms that the Department determines are necessary to place the Grantee in administrative compliance with the terms of this Agreement. A management waiver issued after the term of the Agreement has expired will supersede the original requirements of this Agreement that would normally require a modification of this Agreement to be executed. The Department will make no modifications of this Agreement not agreed to prior to the expiration of the Agreement beyond what is specifically set forth in this section.
- F. Term Extensions The Grantee acknowledges that all Grant Funds must be expended or legally obligated during the grant term set forth in the Notice of Grant Award. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 et. seq.), no grant term may be extend beyond a two-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed in reimbursement of costs previously incurred by the grantee.

5.8

CONFLICT OF INTEREST; INTEREST OF PUBLIC OFFICIALS/ EMPLOYEES; BONUS/COMMISSION PROHIBITED; HIRING OF STATE EMPLOYEES PROHIBITED; DUE DILIGENCE IN EXPENDITURE OF GRANT FUNDS

- A. Conflict of Interest A conflict of interest exists if a Grantee's officers, directors, agents, employees and family members use their position for a purpose that is, or gives the appearance of, being motivated by a desire for a private gain, financial or nonfinancial, for themselves or others, particularly those with whom they have family business or other ties. The Grantee must establish safeguards to prohibit such a conflict of interest from occurring. Safeguards, evidenced by rules or bylaws, shall also be established to prohibit persons from engaging in actions, which create or which appear to create a conflict of interest as described herein.

The Grantee must immediately notify the Department in writing of any actual or potential conflicts of interest, as well as any actions that create or which appear to create a conflict of interest.

- B. Interest of Public Officials/Employees

- (1) Governmental Entity If the Grantee is a governmental entity, the Grantee certifies that no conflict of interest as defined in Section 5.8A exists. Further, Grantee certifies that no officer or employee of the Grantee and no member of its governing body and no other public official of the locality in which the program objectives will be carried out who exercises any functions or responsibilities in

the review or approval of the undertaking or carrying out of such objectives shall participate in any decision relating to any contract negotiated under a program grant which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested, or has any financial interest, direct or indirect, in such contract or in the work to be performed under such contract.

- (2) Nongovernmental Entity If the Grantee is a nongovernmental entity, the Grantee certifies that no conflict of interest as defined in Section 5.8A exists. If such a conflict or appearance thereof exists or arises, the Grantee must provide immediate notification to the Department as provided in Section 5.8A. The Department may, in its discretion, issue Grant Funds if it determines that appropriate safeguards are in place and that it is in the best interest of the State to proceed.

Violations of Section 5.8 may result in suspension or termination of this Agreement, and recovery of Grant Funds provided hereunder. Violators may also be criminally liable under other applicable State or Federal laws and subject to actions up to and including felony prosecution.

- C. Bonus or Commission Prohibited The Grantee shall not pay any bonus or commission for the purpose of obtaining the grant awarded under this Agreement.
- D. Hiring State Employees Prohibited No State officer or employee may be hired to perform services under this Agreement, or be paid with Grant Funds derived directly or indirectly through this grant without the written approval of the Department.

5.9 APPLICABLE STATUTES

- A. Grantee Responsibility All applicable Federal, State and local laws, rules and regulations governing the performance required by Grantee shall apply to this Agreement and will be deemed to be included in this Agreement the same as though written herein in full. Grantee is responsible for ensuring compliance with all applicable laws, rules and regulations, including, but not limited to those specifically referenced herein. Except where expressly required by applicable laws and regulations, the Department shall not be responsible for monitoring Grantee's compliance.
- B. Land Trust/Beneficial Interest Disclosure Act (765 ILCS 405/2.1) No grant award Grant Funds shall be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land, which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with the Department identifying each beneficiary of the land trust by name and address and defining such interest therein.
- C. Historic Preservation Act (20 ILCS 3420/1 et seq.) The Grantee will not expend Grant Funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois Historic Preservation Agency.
- D. State of Illinois Discrimination Laws (775 ILCS 5/1-101 et seq.) In carrying out the performance required under this Agreement, the Grantee shall comply with all applicable provisions of the Illinois Human Rights Act, and rules and regulations promulgated by the Illinois Department of Human Rights, prohibiting unlawful discrimination in employment. Grantee's failure to comply with all applicable provisions of the Illinois Human Rights Act, or applicable rules and regulations promulgated thereunder, may result in a determination that Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
- E. Drugfree Workplace Act (30 ILCS 580/1 et seq.) Grantee will make the certification required in this Agreement and will comply with all of the provisions of the Drugfree Workplace Act that are

applicable to the Grantee. False certification or violation of the requirements of the Drugfree Workplace Act may result in sanctions including, but not limited to, suspension of grant payments, termination of this Agreement and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

- F. Freedom of Information Act (5 ILCS 140/1 et seq.) Applications, programmatic reports and other information obtained by the Department under this Agreement shall be administered pursuant to the Freedom of Information Act.
- G. Prevailing Wage Act (820 ILCS 130/0.01 et seq.) All projects for the construction of fixed works which are financed in whole or in part with Grant Funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01) unless the provisions of that Act exempt its application. In the construction of the project, the Grantee shall comply with the requirements of the Prevailing Wage Act, including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the project shall be paid to all laborers, workers and mechanics performing work under the contract and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.
- H. Victims Economic Security and Safety Act (820 ILCS 180 et seq.) If the Grantee has 50 or more employees, it may not discharge or discriminate against an employee who is a victim of domestic violence, or who has a family or household member who is a victim of domestic violence, for taking up to a total of twelve (12) work weeks of leave from work during any twelve month period to address the domestic violence, pursuant to the Victims Economic Security and Safety Act. The Grantee is not required to provide paid leave under the Victims Economic Security and Safety Act, but may not suspend group health plan benefits during the leave period. Any failure on behalf of the Grantee to comply with all applicable provisions of the Victims Economic Security and Safety Act, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by Statute or regulation.
- I. Equal Pay Act of 2003 (820 ILCS 112 et seq.) If the Grantee has four or more employees, it is prohibited by the Equal Pay Act of 2003 from paying unequal wages to men and women for doing the same or substantially similar work. Further, the Grantee is prohibited by the Equal Pay Act of 2003 from remedying violations of the Act by reducing the wages of other employees or discriminating against any employee exercising his/her rights under this Act. Any failure on behalf of the Grantee to comply with all applicable provisions of the Equal Pay Act of 2003, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by Statute or regulation.
- J. Steel Products Procurement Act (30 ILCS 565 et seq.) The grantee, if applicable, hereby certifies that any steel products used or supplied in accordance with this grant for a public works project shall be manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565 et seq.).
- K. Use of Illinois Labor for Public Works Projects (20 ILCS 605/605-390; 30 ILCS 570/0.01) The Grantee shall provide the Department with documentation certifying that at least fifty percent (50%) of the total labor hours performed to complete the project described in Part II were performed by actual residents of the State of Illinois, in those cases where the project meets the statutory definition of a state construction project in 20 ILCS 605/605-390. In periods of excessive unemployment the Grantee shall also provide the Department with documentation certifying that it has caused to be employed at

least 90% Illinois laborers on the project described in Part II, in those cases where the project meets the statutory definition of a public works project or improvement in 30 ILCS 570/0.01 et seq.

- L. Minorities, Females, and Persons with Disabilities Act and Illinois Human Rights Act (30 ILCS 575/0.01; 775 ILCS 5/2-105) The Grantee acknowledges and hereby certifies compliance with the provisions of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, and the equal employment practices of Section 2-105 of the Illinois Human Rights Act for the provision of services which are directly related to the Scope of Work to be performed under this Agreement.

5.10 MISCELLANEOUS PROVISIONS

- A. Independence of Grantee Personnel All technical, clerical, and other personnel necessary for the performance required by this Agreement shall be employed by or contracted with Grantee, and shall in all respects be subject to the rules and regulations of Grantee governing its employees. Neither Grantee nor its personnel shall be considered to be the agents or employees of the Department.
- B. Grantor Authority The Department and its payroll employees, when acting pursuant to this Agreement, are acting as State officials in their official capacity and not personally or as the agents of others.
- C. Governing Law This Grant is awarded in the State of Illinois for execution within the State of Illinois. This Agreement shall be governed by and construed according to Illinois law.
- D. Worker's Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes The Grantee shall provide Worker's Compensation insurance where the same is required and shall accept full responsibility for the payment of unemployment insurance, premiums for Workers' Compensation, Social Security and retirement and health insurance benefits, as well as all income tax deduction and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement.
- E. Delivery of Grantee Payments Payment to the Grantee under this Agreement shall be made payable in the name of the Grantee and sent to the person and place specified in the Notice of Grant Award. The Grantee may change the person to whom payments are sent, or the place to which payments are sent by written notice to the Department signed by the Grantee, that complies with the requirements of Section 5.10(F) below. No such change or payment notice shall be binding upon the Department until ten (10) business days after actual receipt.
- F. Notice Any notice, demand, or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth in the Notice of Grant Award by any of the following means: (a) personal service, (b) electronic communication, whether by telex, telegram or telecopy, (c) overnight courier, or (d) registered or certified first class mail, postage prepaid, return receipt requested. Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means, respectively. Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received five (5) business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

The Grantee acknowledges and agrees that its address set forth in the Notice of Grant Award is its current address and shall be considered its last known address for purposes of receiving any and all notice(s) required under this Agreement. The Grantee further acknowledges and agrees that the Department is justified in relying upon the address information furnished to it by the Grantee in absence of notice to the contrary. The Grantee also acknowledges and agrees that it has the burden of notifying the Department of its current/last known address. In the event that the Grantee changes its

current address, it shall contact its Program Manager and notify him/her of said change of address and a formal modification will be executed.

- G. Required Notice Grantee agrees to give prompt notice to the Department of any event that may materially affect the performance required under this Agreement. Any notice or approval relating to Section 5.5 (Termination), Section 5.7C (Discretionary Modifications), Section 5.7E (Waivers), and Section 5.10I (Assignment) must be executed by the Director of the Department or her/his authorized designee.
- H. Modifications A modification of any condition of this Agreement must be requested in writing. No modification of any condition of this Agreement may be effective unless in writing from and signed by the Director of the Department.
- I. Assignment The benefits of this Agreement and the rights, duties and responsibilities of the Grantee under this Agreement may not be assigned (in whole or in part) except with the express written approval of the Department acting through its Director. Any assignment by the Grantee in violation of this provision renders this Agreement voidable by the Department.
- J. Severability Clause If any provision under this Agreement or its application to any person or circumstances is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision or its application of this Agreement, which can be given effect without the invalid provision or application.
- K. Integration Clause This Agreement, with attachments, as written, is the full and complete agreement between the parties and there are no oral agreements or understandings between the parties other than what has been reduced to writing herein.
- L. Comptroller Filing Notice The Grantee expressly understands that whenever applicable, a copy of this Agreement and any modification, cancellation or renewal is required to be filed by the Department with the State Comptroller.
- M. Subcontract and Grants The Grantee's services, duties and responsibilities specified herein shall not be subcontracted or subgranted by the Grantee without prior written approval of the Department, unless such subcontracts or subgrants are provided for elsewhere in this Agreement. Any subcontracts or subgrants shall be subject to, and conform with, all applicable State and Federal laws, and shall specifically provide that subcontractors or subgrantees are subject to all of the terms and conditions of this Agreement. For the Department to approve the use of any subcontract or subgrant, the Grantee must employ an open, impartial and reasonably competitive selection process.
- N. Attorney Fees and Costs If the Department is the prevailing party in any proceeding to enforce the terms of this Agreement, the Department has the right to recover reasonable attorney fees, costs and expenses associated with recovering the Grant Funds.

**PART VI
STATE OF ILLINOIS REQUIRED
CERTIFICATIONS**

The Grantee makes the following certifications as a condition of this Agreement. These certifications are required by State statute and are in addition to any certifications required by any Federal funding source as set forth in this Agreement. Grantee's execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

6.1 COMPLIANCE WITH APPLICABLE LAW

The Grantee certifies that it shall comply with all applicable provisions of Federal, State and local law in the performance of its obligations pursuant to this Agreement.

6.2 CONFLICT OF INTEREST

The Grantee certifies that it has no public or private interest, direct or indirect, and shall not acquire directly or indirectly any such interest which does or may conflict in any manner with the performance of Grantee's services and obligations under this Agreement.

6.3 BID-RIGGING/BID-ROTATING

The Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33 E-3 and 5/33 E-4).

6.4 DEFAULT ON EDUCATIONAL LOAN

The Grantee certifies that this Agreement is not in violation of the Educational Loan Default Act (5 ILCS 385/3) prohibiting certain contracts to individuals who are in default on an educational loan.

6.5 AMERICANS WITH DISABILITIES ACT

The Americans with Disabilities Act (ADA) (42 U.S.C. 12101 et. seq.) and the regulations thereunder (28 CFR 35.130) prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this grant, the Grantee certifies that services, programs and activities provided under this Agreement are, and will continue to be, in compliance with the ADA.

6.6 DRUGFREE WORKPLACE ACT

The Grantee certifies that:

- A) It is a Corporation, Partnership, or other entity (other than an individual) with 24 or fewer employees at the time of execution of this Agreement.
- B) That the purpose of this grant is to fund solid waste reduction.
- C) It is a Corporation, Partnership, or other entity (other than an individual) with 25 or more employees at the time of execution of this Agreement, or
- D) That it is an individual.

If Option "A" or "B" is checked this Agreement is not subject to the requirements of the Act.

If Option "C" or "D" is checked and the amount of this grant is five thousand dollars (\$5,000.00) or more, the Grantee is notified that the Drugfree Workplace Act (30 ILCS 580/1 et seq.) is applicable to this Agreement, and the Grantee must comply with the terms of said Act, as set forth below:

Grantee will provide a drugfree workplace by:

- (a) Publishing a statement:
 - (i) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Grantee's workplace.
 - (ii) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (iii) Notifying the employee that, as a condition of employment on such grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (i) the dangers of drug abuse in the workplace;
 - (ii) the Grantee's policy of maintaining a drug free workplace;
 - (iii) any available drug counseling, rehabilitation and employee assistance programs; and
 - (iv) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the granting agency within ten (10) days after receiving notice, under part (B) of paragraph (iii) of subsection (a) above, from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in, a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 of the Drugfree Workplace Act, 30 ILCS 580/5.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation are required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drugfree workplace through implementation of the Drugfree Workplace Act, 30 ILCS 580/5.

If Grantee is an individual, it certifies that it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this Agreement.

6.7 **ANTI-BRIBERY**

The Grantee certifies that neither it nor its employees have been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois, nor has Grantee or any of its employees made an admission

of guilt of such conduct which is a matter of record as defined in the Illinois Procurement Code (30 ILCS 500/50-5).

6.8 DISCRIMINATION/ILLINOIS HUMAN RIGHTS ACT

The Grantee certifies (i) that it will not commit unlawful discrimination in employment in Illinois as that term is defined in Article 2 of said Act; (ii) that it will comply with the provisions of Article 5 of the Act regarding equal employment opportunities and affirmative action; and, (iii) that it will comply with policies and procedures established by the Department of Human Rights under Article 7 of the Act regarding equal employment opportunities and affirmative action.

The Grantee further certifies that, if applicable, it will comply with "An Act to prohibit discrimination and intimidation on account of race, creed, color, sex, religion, physical or mental handicap unrelated to ability or national origin in employment under contracts for public buildings or public works." (775 ILCS 10/0.01 et seq.)

6.9 SEXUAL HARASSMENT

The Grantee certifies that it has written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act (775 ILCS 5/2-105 (B)(5)). A copy of the policies shall be provided to the Department upon request.

6.10 INTERNATIONAL ANTI-BOYCOTT CERTIFICATION

The Grantee hereby certifies that neither the Grantee nor any substantially owned affiliate company of the Grantee is participating or will participate in an international boycott, as defined by the provisions of the U.S. Export Administration Act of 1979, or as defined by the regulations of the U.S. Department of Commerce, promulgated pursuant to that Act (30 ILCS 582/1 et seq.).

6.11 FEDERAL, STATE AND LOCAL LAWS; TAX LIABILITIES; STATE AGENCY DELINQUENCIES

The Grantee is required to comply with all federal, state and local laws, including but not limited to the filing of any and all applicable tax returns. In the event that a Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Department shall disburse Grant Funds only if the Grantee enters into an installment payment agreement with said tax authority and remains in good standing therewith. Grantee is required to tender a copy of any such installment payment agreement to the Department. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. **The execution of this Agreement by the Grantee is its certification that (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.**

6.12 PROHIBITION OF GOODS DERIVED FROM CHILD LABOR

The Grantee certifies, in accordance with Public Act 94-0264, that no foreign-made equipment, materials, or supplies furnished to the State in connection with this Agreement have been produced in whole or in part by the labor of any child under the age of 12.

6.13 PREVAILING WAGE

The Grantee acknowledges that receipt of Grant Funds under this Agreement require compliance with the Prevailing Wage Act (820 ILCS 130 et. seq.). Persons willfully failing to comply with, or willfully violating this Act may be in violation of the Criminal Code. Questions concerning compliance with the Prevailing Wage Act should be directed to the Illinois Department of Labor.


6.14 LIEN WAIVERS

The Grantee shall monitor construction to assure that necessary contractor's affidavits and waivers of mechanics liens are obtained prior to release of Grant Funds to contractors and subcontractors.

6.15 INTERAGENCY WETLAND POLICY ACT

The Grantee certifies that the proposed project is compatible with established state policy regarding wetlands, pursuant to the Interagency Wetland Policy Act of 1989. The Grantee acknowledges that the Illinois Department of Natural Resources may, from time to time, monitor the proposed project to ensure continued compliance with the aforementioned Act. In the event that the project does not remain in compliance with the Act, such noncompliance shall constitute a breach of the Agreement, and failure to cure the breach within sixty (60) days after notice thereof will result in the termination of this Agreement.

Village of Carol Stream
Interdepartmental Memo

DATE: August 31, 2011
TO: Mayor and Trustees
FROM: Joseph E. Breinig, Village Manager 
RE: TIF Redevelopment Plan

Staff, our financial consultant and the Village Attorney have been working on creation of a Tax Increment Financing (TIF) District on the southwest corner of North Avenue and Schmale Road. Prior Carol Stream TIF Districts include Carol Pointe Business Center located in the industrial park and Geneva Crossing Shopping Center on the northwest corner of Schmale and Geneva Roads. The Carol Pointe TIF has been closed out for several years and the Geneva Crossing TIF, created in 1997, is set to expire in 2022. Our prior use of TIF financing has been strategic and judicious.

TIF Districts and related financing are regulated by state statute. Attached you will find the draft TIF Redevelopment Plan for the proposed North Avenue/Schmale Road TIF District. The document has been prepared by our consultant and thoroughly reviewed by staff and the Village Attorney. By law the Village needs to announce the availability of the draft plan prior to adoption of the ordinance calling for a Joint Review Board meeting and a public hearing relative to the TIF Eligibility Report and TIF Redevelopment Project and Plan. As the accompanying schedule for the proposed TIF indicates, such an ordinance will be presented for your consideration at the September 19 meeting. In keeping with the spirit of intergovernmental cooperation that has been evident in our prior TIFs copies of the draft TIF Redevelopment Plan have been transmitted to the taxing bodies overlapping the District.

Staff requests announcement of the availability of the attached TIF Redevelopment Plan, which includes the TIF Eligibility Report as an attachment. No further action is needed.

Attachment

cc: Robert Mellor, Assistant Village Manager
Jon Batek, Finance Director
Robert Glees, Community Development Director
Don Bastian, Assistant Community Development Director
Kane McKenna & Associates

8/10/11

**SCHEDULE
FOR THE
PROPOSED CREATION OF THE CAROL STREAM
NORTH AVENUE / SCHMALE ROAD TIF DISTRICT**

	Action Item	Date To Be Done	Responsible Party
1.	Announce the availability of the Eligibility Report and Redevelopment Project and Plan	September 6, 2011 (at the rescheduled regular Village Board meeting)	Supply Report and Plan to staff and KTJ – RYCHLICKI Village President or Village Manager to announce at Board Meeting – STAFF
2.	Adopt Ordinance calling for a Joint Review Board meeting and a public hearing relative to the Eligibility Report and Redevelopment Project and Plan	September 19, 2011	Ordinance Preparation – KTJ Two (2) Certified Copies of Ordinance to KTJ – STAFF
3.	Mail notice, by First Class U.S. Mail, relative to the availability of the Eligibility Report and Redevelopment Project and Plan, to all residential addresses within 750 feet of the boundaries of the proposed TIF District and to all parties who are registered on the Village's TIF Interested Parties Registry	September 26, 2011	KTJ
4.	Mail a copy of the Ordinance referenced in 2. above, and the Eligibility Report and the Redevelopment Project and Plan, along with a notice of the Joint Review Board meeting and the public hearing, by certified mail, return receipt requested, to all taxing districts and the Illinois Department of Commerce and Economic Opportunity	September 26, 2011	KTJ

	Action Item	Date To Be Done	Responsible Party
5.	Hold Joint Review Board Meeting	October 11, 2011 (9:30 a.m. – Village Board Room)	Prepare Notice and Agenda – KTJ Post/Distribute Open Meetings Act notice of meeting – STAFF
6.	Publish notice of public hearing in the newspaper (<i>Daily Herald</i>) twice	November 8, 2011 and November 10, 2011	KTJ
7.	Mail notice of public hearing, by certified mail, return receipt requested, to each taxpayer of record within the proposed TIF District, and by First Class U.S. Mail, to all parties who are registered on the Village's TIF Interested Parties Registry	November 10, 2011	KTJ
8.	Hold public hearing	November 21, 2011 (as part of the regular Village Board meeting)	Prepare Agenda for Public Hearing – KTJ
9.	Adopt Ordinances designating the TIF District Redevelopment Project Area, approving the Redevelopment Project and Plan, and adopting tax increment financing for the Village	December 5, 2011	Ordinance Preparation – KTJ Two (2) Certified Copies of each Ordinance to KTJ – STAFF Filing Ordinances with County – KTJ

**VILLAGE OF CAROL STREAM
TIF REDEVELOPMENT PLAN
NORTH AVENUE/SCHMALE ROAD TIF
DISTRICT**

"Redevelopment plan" means the comprehensive program of the municipality for development or redevelopment intended by the payment of redevelopment project costs to reduce or eliminate those conditions the existence of which qualified the redevelopment project area as a "blighted area" or "conservation area" or combination thereof or "industrial park conservation area," and thereby to enhance the tax bases of the taxing districts which extend into the redevelopment project area as set forth in the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-3, et. seq., as amended.

Prepared by the Village of Carol Stream, Illinois

in conjunction with

Kane, McKenna and Associates, Inc.

August, 2011

TABLE OF CONTENTS

I.	INTRODUCTION	1
II.	RPA LEGAL DESCRIPTION	5
III.	RPA GOALS AND OBJECTIVES	6
IV.	EVIDENCE OF THE LACK OF DEVELOPMENT AND GROWTH; FISCAL IMPACT OF TAXING DISTRICTS	9
	Evidence of the Lack of Development and Growth Within the RPA	9
	Assessment of Fiscal Impact on Affected Taxing Districts	9
V.	TIF QUALIFICATION FACTORS PRESENT IN THE RPA	10
VI.	REDEVELOPMENT PROJECT	11
	Redevelopment Plan and Project Objectives	11
	Redevelopment Activities	11
	General Land Use Plan	13
	Additional Planning and Control Standards	13
	Eligible Redevelopment Project Costs	13
	Projected Redevelopment Project Costs	17
	Sources of Funds to Pay Redevelopment Project Costs	19
	Nature and Term of Obligations to be Issued	19
	Most Recent Equalized Assessed Valuation (EAV) for the RPA	20
	Anticipated Equalized Assessed Valuation (EAV) for the RPA	20
VII.	DESCRIPTION AND SCHEDULING OF REDEVELOPMENT PROJECT	21
	Redevelopment Project	21
	Commitment to Fair Employment Practices and Affirmative Action	22
	Completion of Redevelopment Project and Retirement of Obligations To Finance Redevelopment Costs	23
VIII.	PROVISIONS FOR AMENDING THE TIF PLAN AND PROJECT	24
	APPENDIX 1: Legal Description of Project Area	
	APPENDIX 2: Boundary Map of Proposed RPA	
	APPENDIX 3: Existing Land Use Map of RPA	
	APPENDIX 4: Future Land Use Map of RPA	
	APPENDIX 5: TIF Qualification Report	

I. INTRODUCTION

The Village of Carol Stream (the "Village") is located in DuPage County, Illinois, and generally lies adjacent to the municipalities of Bloomingdale on the north, Glendale Heights to the east, Wheaton to the south, and unincorporated DuPage County to the west.

This Village was incorporated in 1959. The Village includes a mix of uses including residential, industrial, and commercial. From a development standpoint it is important to the Village that appropriate actions are taken to protect and where possible, expand the non-residential base for the community.

TIF Plan Requirements. The Village is completing this Plan as required by the Tax Increment Allocation Redevelopment Act, (the "Act") 65 ILCS 5/11-74.4-3, et. seq., as amended. To establish a TIF district (otherwise known as the Redevelopment Project Area ("RPA")), Illinois municipalities must adopt several documents, including a TIF Redevelopment Plan and Eligibility Report.

The Act enables Illinois municipalities to establish TIF districts, either to eliminate the presence of blight or to prevent its onset. The Act finds that municipal TIF authority serves a public interest so as to: "promote and protect the health, safety, morals, and welfare of the public, that blighted conditions need to be eradicated and conservation measures instituted, and that redevelopment of such areas be undertaken; that to remove and alleviate adverse conditions it is necessary to encourage private investment and restore and enhance the tax base of the taxing districts in such areas by the development or redevelopment of project areas" (65 ILCS 5/11-74.4-2(b)).

By definition, a TIF "Redevelopment Plan" means the comprehensive program of the municipality for development or redevelopment intended by the payment of redevelopment project costs to reduce or eliminate those conditions the existence of which qualify the redevelopment project area as a "blighted area," "conservation area" (or combination thereof), or "industrial park conservation area," and thereby to enhance the tax bases of the taxing districts which extend into the redevelopment project area as set forth in the Tax Increment Allocation Redevelopment Act.

The Proposed TIF District. The proposed RPA is generally bounded to the east by Schmale Road, Village boundaries to the south, and North Avenue to the north. The western boundary is the property line of the Bluegrass Folding Carton facility.

The proposed RPA is largely industrial and includes adjacent right of ways.

The proposed TIF District suffers from a variety of economic development impediments, as identified in the TIF Act. Section V of the *TIF Eligibility Report* (see Appendix 5) report identifies the following impediments to redevelopment:

- Inadequate Utilities
- Obsolescence
- Lack of Community Planning
- Excessive Vacancies
- Deterioration.

On balance, the combination of these factors limits the opportunities for private reinvestment within and around the RPA. Such factors potentially suppress the value of future development and weaken the potential for business growth – limiting employment and contributing to the lack of sustained investment in the area.

The RPA may be suitable for new development if there is coordination of uses and redevelopment activity by the Village. Under this TIF Redevelopment Plan and as part of its comprehensive economic development planning, the Village intends to attract and encourage industrial, institutional, and commercial uses to locate, upgrade, expand and/or modernize their facilities within the Village. Through the establishment of the RPA, the Village would implement a program to redevelop key areas within the Village and in so doing, it would stabilize the area, extend benefits to the community, and assist affected taxing districts over the long run.

Rationale for Redevelopment Plan. The Village recognizes the need for a strategy to revitalize properties and promote development within the boundaries of the RPA. The needed private investment may only be possible if a TIF district is adopted pursuant to the terms of the Act. Incremental property tax revenue generated by the development will play a decisive role in encouraging private development. Site conditions that may have precluded intensive private investment in the past will be eliminated. Ultimately, the implementation of the Plan will benefit both the Village and surrounding taxing districts, by virtue of the expected expansion of the tax base.

The Village does not anticipate that area as a whole would be developed in a coordinated manner without the adoption of the TIF Redevelopment Plan. The Village, with the assistance of KMA, has therefore commissioned this Plan to use tax increment financing in order to address local needs and to meet redevelopment goals and objectives.

The adoption of this Plan makes possible the implementation of a comprehensive program for the economic redevelopment of the area. By means of public investment, the RPA will become a more viable area that will attract private investment. The public investment will lay the foundation for the redevelopment of the area with private capital. This in turn will set the stage for future retail, commercial and retail/mixed use opportunities surrounding the area.

The designation of the area as an RPA will allow the Village to pursue the following beneficial strategies:

- Enhancing area appearance through construction and rehabilitation of structures and improvements to landscape, streetscape and signage;
- Coordinating land and/or building assembly in order to provide sites for more modern redevelopment;
- Establishing a pattern of land-use activities that will increase efficiency and economic inter-relationships, especially as such uses complement adjacent current and/or future institutional opportunities and Village redevelopment projects within the RPA and/or surrounding area;
- Providing infrastructure that supports redevelopment plans for the RPA; and
- Entering into redevelopment agreements in order to redevelop property and/or to induce new development to locate within the RPA.

Through this Plan, the Village will serve as the central influence for the coordination and assembly of the assets and investments of the private sector and establish a unified, cooperative public-private redevelopment effort. Several benefits will accrue to the area: a stabilized and expanded tax base; retention of existing businesses; entry of new businesses; new employment opportunities; and physical and aesthetic improvements related to the rehabilitation of existing structures. Ultimately, the implementation of the Plan will benefit (a) the Village, (b) the taxing districts serving the RPA, (c) residents and property owners within the RPA, and (d) existing and new businesses.

Village Findings. The Village, through legislative actions as required by the Act, finds:

- That the RPA as a whole has not been subject to growth and development through investment by private enterprise;
- That in order to promote and protect the health, safety, and welfare of the public, certain conditions that have adversely affected redevelopment within the RPA need to be addressed, and that redevelopment of such areas must be undertaken;
- To alleviate the adverse conditions, it is necessary to encourage private investment and enhance the tax base of the taxing districts in such areas by the development or redevelopment of certain areas;
- That public/private partnerships are determined to be necessary in order to achieve development goals;

- That without the development focus and resources provided for under the Act and as set forth in this Plan, growth and development would not reasonably be expected to be achieved;
- That the use of incremental tax revenues derived from the tax rates of various taxing districts in the RPA for the payment of redevelopment project costs is of benefit to the taxing districts, because the taxing districts would not derive the benefits of an increased assessment base without addressing the coordination of redevelopment; and
- That the TIF Redevelopment Plan conforms to the Village's comprehensive plan for development, and the Village's Zoning Ordinance.

It is further found, and certified by the Village, in connection to the process required for the adoption of this Plan pursuant to the Act, that the projected redevelopment of the RPA would not result in the dislocation of more than ten (10) inhabited residential units and that the RPA contains fewer than seventy-five (75) inhabited residential units. Therefore, *this Plan does not include a Housing Impact Study.*

The redevelopment activities that will take place within the RPA will produce benefits that are reasonably distributed throughout the RPA. Redevelopment of the RPA area is tenable only if a portion of the improvements and other costs are funded by TIF.

Pursuant to the Act, the RPA includes only those contiguous parcels of real property and improvements thereon substantially benefited by the redevelopment project. Also pursuant to the Act, the area in the aggregate is more than 1½ acres. A boundary map of the RPA is included in Appendix 2 of this Plan.

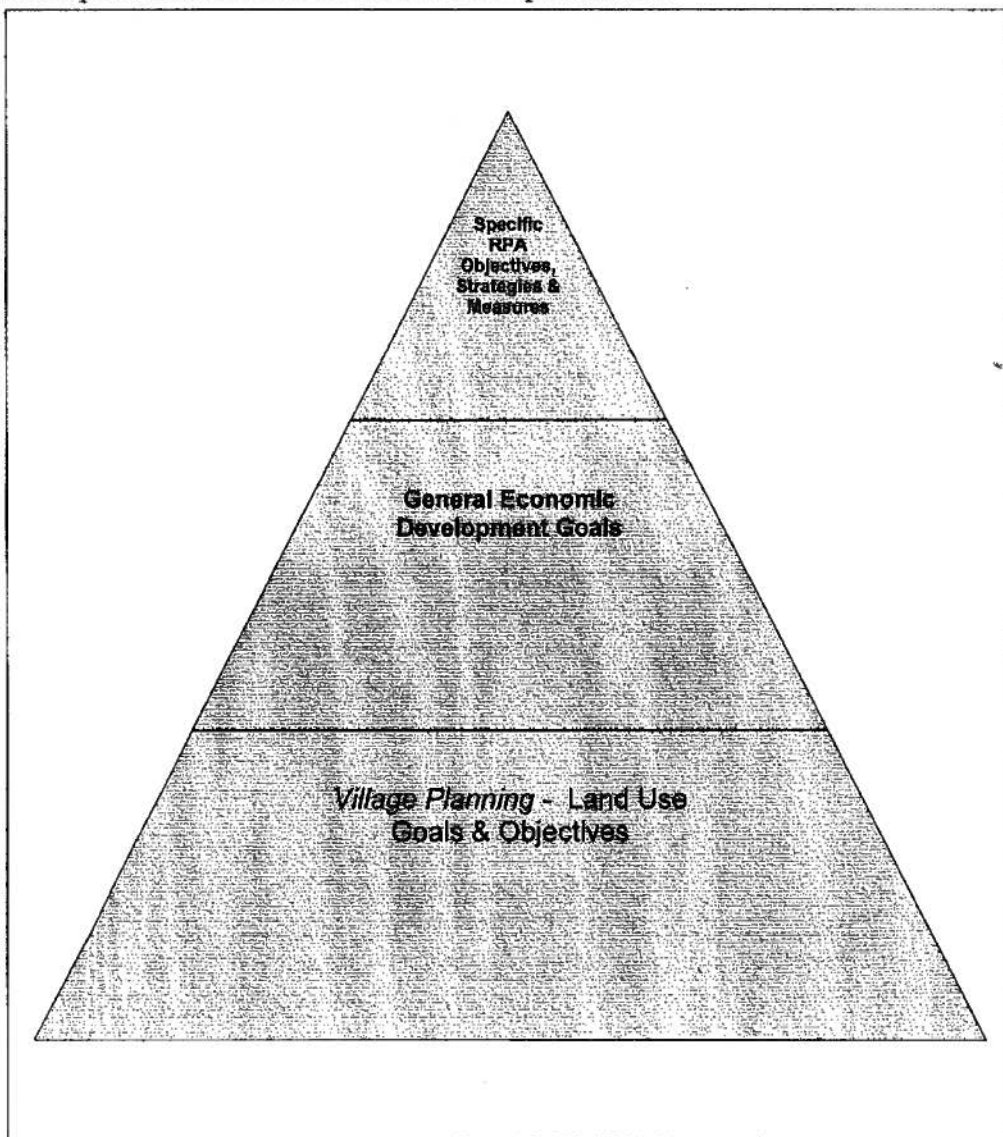
II. RPA LEGAL DESCRIPTION

The Redevelopment Project Area legal description is attached in Appendix 1.

III. RPA GOALS AND OBJECTIVES

The Village has evaluated a number of economic development goals, objectives, and strategies which would determine the kinds of activities to be undertaken within the proposed TIF District.

Exhibit 1
Relationship of Land Use and Economic Development Plans



Specific Objectives and Strategies for the RPA. The general goals for economic development cited above would be supported by specific objectives, strategies and performance measures that would “impact” the redevelopment activities undertaken within the proposed RPA. TIF designation would allow the Village to pursue the following objectives within the RPA:

- Accomplish redevelopment over a reasonable time period;
- Coordinate redevelopment activities within the RPA in order to provide a positive marketplace signal to private investors;
- Reduce or eliminate any negative factors present within the area including the reoccupancy of vacant structures; and
- Create an attractive overall appearance for the area.

Ultimately, the implementation of the Redevelopment Project would contribute to the economic development of the area and provide new employment opportunities for Village residents.

The RPA-specific objectives would be fulfilled by the execution of certain strategies, including but not limited to the following:

- Facilitating the assembly, preparation and marketing of improved and underutilized sites, while assisting private developers who would assemble suitable sites for modern development needs;
- Provision of adequate stormwater management facilities;
- Fostering the replacement, repair, and/or improvement of infrastructure, including (as needed) sidewalks, streets, curbs, gutters and underground water and sanitary systems to facilitate the construction of new development as well as the rehabilitation of existing properties within the RPA;
- Facilitating the provision of adequate on- and off-street parking within the RPA; and
- Providing assistance to existing businesses and to encourage current institutional operations or upgrades to facilities.

To track success in meeting RPA-specific objectives and strategies, the Village may wish to consider establishing certain performance measures that would help the Village monitor the projects to be undertaken within the proposed RPA. The Government Finance Officers Association recommends that municipalities adopting TIF districts evaluate actual against projected performance (e.g., using metrics such as job creation or tax revenue generation). Exhibit 3 below identifies the types of performance measures the Village may consider to track the performance of projects within the RPA. (Section VI of this report discusses the types of projects that the Village may pursue within the RPA, with the caveat that specific projects at this point are only conceptual in nature.)

Exhibit 3
Examples of TIF Performance Measures

Measure	Examples
Input	Public investment (\$) Private investment (\$) Acres of land assembled for TIF Bond proceeds
Output/Workload	Jobs created or retained Number of streetscaping fixtures installed Commercial space created (square feet)
Efficiency	Leverage ratio (private investment / public investment) Cost per square foot of commercial space Public subsidies per job created/retained
Effectiveness	% change in assessed value (AV) in TIF versus AV in rest of Village % change in AV within TIF before and after TIF creation Municipal sales taxes before and after TIF creation
Risk	Debt coverage ratio Credit ratings of anchor tenants Tenant diversification (e.g., percent of total TIF EAV attributable to top 10 tenants in commercial development)

Source: *An Elected Official's Guide to Tax Increment Financing*, Government Finance Officers Association.

IV. EVIDENCE OF THE LACK OF DEVELOPMENT AND GROWTH; FISCAL IMPACT ON TAXING DISTRICTS

Evidence of the Lack of Development and Growth within the RPA. As documented in Appendix 5 of this Plan, the RPA would qualify as a conservation area. In recent years, the area has not benefited from sustained private investment and/or development. Absent intervention by the Village, properties within the RPA would not be likely to gain in value.

The proposed RPA exhibits various conditions which, if not addressed by the Village, would eventually result in blight. For example, structures and public improvements reflect lack of community planning and obsolescence. These various conditions discourage private sector investment in business enterprises.

Assessment of Fiscal Impact on Affected Taxing Districts. It is not anticipated that the implementation of this Plan will have a negative financial impact on the affected taxing districts. Instead, action taken by the Village to stabilize and cause growth of its tax base through the implementation of this Plan will have a *positive impact* on the affected taxing districts by arresting the potential decline or lag in property values, as measured by assessed valuations (AV). In short, the establishment of a TIF district would protect other taxing districts from the potential downside risk of falling AV.

Should the Village achieve success in attracting private investment which results in the need for documented increased services from any taxing districts, the Village will consider the declaration of "surplus funds," as defined under the Act. Such funds which are neither expended nor obligated for TIF-related purposes can be used to assist affected taxing districts in paying the costs for increased services.

Any surplus Special Tax Allocation Funds (to the extent any surplus exists) will be shared in proportion to the various tax rates imposed by the taxing districts, including the Village. Any such sharing would be undertaken after all TIF-eligible costs – either expended or incurred as an obligation by the Village – have been duly accounted for through administration of the Special Tax Allocation Fund to be established by the Village as provided by the Act.

An exception to the tax-sharing provision relates to the Village's utilization of TIF funding to mitigate the impact of residential redevelopment upon school and library districts. In such cases, the Village will provide funds to offset the costs incurred by eligible school and the library district in the manner prescribed by 65 ILCS Section 5/11-74.4.3(q)(7.5) of the Act. (Refer to Section VI of this Report, which describes allowable TIF project costs). However, proposed land uses do not include residential uses, only industrial and commercial/retail uses are considered.

V. TIF QUALIFICATION FACTORS PRESENT IN THE RPA

Findings. The RPA was studied to determine its qualifications under the Tax Increment Allocation Redevelopment Act. It was determined that the area as a whole qualifies as a TIF district under the Act. Refer to the TIF Qualification Report, attached as Appendix 5 in this Plan.

Eligibility Survey. Representatives of KMA and Village staff evaluated the RPA from May, 2010 to the date of this Plan. Analysis was aided by certain reports obtained from the Village, reports from Village engineering consultants, on-site due diligence, and other sources. In KMA's evaluation, only information was recorded which would help assess the eligibility of the proposed area as a TIF District.

VI. REDEVELOPMENT PROJECT

Redevelopment Plan and Project Objectives. As indicated in Section III of this Report, the Village has established a planning process which guides economic development and land use activities throughout the Village. Consistent with the established planning process, the Village proposes to achieve economic development goals and objectives through the redevelopment of the RPA, pursuit of projects within the RPA, and the promotion of private investment via public financing techniques (including but not limited to tax increment financing).

The project-specific objectives envisioned for the RPA are as follows:

- 1) Implementing a plan that provides for the attraction of users to redevelop underutilized properties that are available within the RPA.
- 2) Constructing public improvements which may include (if necessary):
 - Street and sidewalk improvements (including new street construction and widening of current streets; any street widening would conform with Village standards for context-sensitive design);
 - Utility improvements (including, but not limited to, water, stormwater management, and sanitary sewer projects consisting of construction and rehabilitation);
 - Signalization, traffic control and lighting;
 - Off-street parking and public parking facilities; and
 - Landscaping and beautification.
- 3) Entering into Redevelopment Agreements with developers for qualified redevelopment projects, including (but not limited to) the provision of an interest rate subsidy as allowed under the Act.
- 4) Providing for site preparation, clearance, environmental remediation, and demolition, including grading and excavation and rehabilitation of structures.
- 5) Exploration and review of job training programs in coordination with any Village, federal, state, and county programs.

Redevelopment Activities. Pursuant to the project objectives cited above, the Village will implement a coordinated program of actions. These include, but are not limited to, acquisition, site preparation, clearance, demolition, rehabilitation, provision of public infrastructure and related public improvements, and rehabilitation of structures, if necessary. Such activities conform to the provision of the TIF Act that define the scope of permissible redevelopment activities.

Site Preparation, Clearance, and Demolition

Property within the RPA may be acquired and improved through the use of site clearance, excavation, environmental remediation or demolition prior to redevelopment. The land may also be graded and cleared prior to redevelopment.

Land Assembly

Certain properties in the RPA (or the entire RPA) may be acquired, assembled and reconfigured into appropriate redevelopment sites including relocation costs, if required. It is expected that the Village would facilitate private acquisition through reimbursement or write-down of related costs.

Public Improvements

The Village may, but is not required to, provide public improvements in the RPA to enhance the immediate area and support the Plan. Appropriate public improvements may include, but are not limited to:

- Improvements and/or construction of public utilities including extension of water mains as well as sanitary and storm sewer systems, stormwater management related improvements, roadways, and traffic-related improvements;
- Parking facilities (on grade and parking structures); and
- Beautification, identification markers, landscaping, lighting, and signage of public right-of-ways.

Rehabilitation

The Village may provide for the rehabilitation of certain structures within the RPA in order to provide for the redevelopment of the area and conform to Village code provisions. Improvements may include exterior and facade-related work as well as interior-related work.

Interest Rate Write-Down

The Village may enter into agreements with for-profit or non-profit owners/developers whereby a portion of the interest cost for construction, renovation or rehabilitation projects are paid for out of the Special Tax Allocation fund of the RPA, in accordance with the Act.

Job Training

The Village may assist facilities and enterprises located within the RPA in obtaining job training assistance. Job training and retraining programs currently available from or through other governments include, but are not limited to:

- Applicable local vocational educational programs, including community college sponsored programs;
- Federal programs;
- State of Illinois programs; and
- Other federal, state, county or non-profit programs that are currently available or will be developed and initiated over time.

General Land Use Plan. As noted in Section I of this report, the proposed RPA currently contains primarily industrial uses.

Existing land uses are shown in Appendix 3 attached hereto and made a part of this Plan. Appendix 4 designates intended land uses in the Redevelopment Project Area. Future land uses would conform to the Village Comprehensive Plan, as it may be amended from time to time, and include industrial and commercial/retail uses.

Additional Planning and Control Standards. The appropriate planning and control standards (including any Planned Unit Developments are subject to review by existing Village procedures and processes) and are set forth in the Village's Zoning Ordinance, and the Village's comprehensive plan.

Eligible Redevelopment Project Costs. Under the TIF statute, redevelopment project costs mean and include the sum total of all reasonable or necessary costs incurred or estimated to be incurred as well as any such costs incidental to the Plan. (Private investments, which supplement "Redevelopment Project Costs," are expected to substantially exceed such redevelopment project costs.) Eligible costs permitted by the Act and pertaining to this Plan include:

- (1) *Professional Service Costs* – Costs of studies, surveys, development of plans, and specifications, implementation and administration of the redevelopment plan including but not limited to staff and professional service costs for architectural, engineering, legal, financial, planning or other services, provided however that no charges for professional services may be based on a percentage of the tax increment collected; except that on and after November 1, 1999 (the effective date of Public Act 91-478), no contracts for professional services, excluding architectural and engineering services, may be entered into if the terms of the contract extend beyond a period of 3 years. After consultation with the municipality, each tax increment consultant or advisor to a municipality that plans to designate or has designated a redevelopment project area shall inform the municipality in writing of any contracts

that the consultant or advisor has entered into with entities or individuals that have received, or are receiving, payments financed by tax increment revenues produced by the redevelopment project area with respect to which the consultant or advisor has performed, or will be performing, service for the municipality. This requirement shall be satisfied by the consultant or advisor before the commencement of services for the municipality and thereafter whenever any other contracts with those individuals or entities are executed by the consultant or advisor;

- The cost of marketing sites within the redevelopment project area to prospective businesses, developers, and investors;
 - Annual administrative costs shall *not* include general overhead or administrative costs of the municipality that would still have been incurred by the municipality if the municipality had not designated a redevelopment project area or approved a redevelopment plan;
 - In addition, redevelopment project costs shall *not* include lobbying expenses;
- (2) *Property Assembly Costs* – Costs including but not limited to acquisition of land and other property (real or personal) or rights or interests therein, demolition of buildings, site preparation, site improvements that serve as an engineered barrier addressing ground level or below ground environmental contamination, including, but not limited to parking lots and other concrete or asphalt barriers, and the clearing and grading of land;
 - (3) *Improvements to Public or Private Buildings* – Costs of rehabilitation, reconstruction, repair, or remodeling of existing public or private buildings, fixtures, and leasehold improvements; and the cost of replacing an existing public building if pursuant to the implementation of a redevelopment project the existing public building is to be demolished to use the site for private investment or devoted to a different use requiring private investment;
 - (4) *Public Works* – Costs of the construction of public works or improvements, except that on and after November 1, 1999, redevelopment project costs shall not include the cost of constructing a new municipal public building principally used to provide offices, storage space, or conference facilities or vehicle storage, maintenance, or repair for administrative, public safety, or public works personnel and that is not intended to replace an existing public building as provided under paragraph (3) of subsection (q) of Section 11-74.4-3 unless either (i) the construction of the new municipal building implements a redevelopment project that was included in a redevelopment plan that was adopted by the municipality prior to November 1, 1999 or (ii) the municipality makes a reasonable determination in the redevelopment plan, supported by information that provides the basis for that determination, that the new municipal building is required to meet an increase in the need for public safety purposes anticipated to result from the implementation of the redevelopment plan;

- (5) *Job Training* – Costs of job training and retraining projects, including the cost of "welfare to work" programs implemented by businesses located within the redevelopment project area;
- (6) *Financing Costs* – Costs including but not limited to all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued hereunder including (a) interest accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for a period not exceeding 36 months thereafter and (b) reasonable reserves related thereto;
- (7) *Capital Costs* – To the extent the municipality by written agreement accepts and approves the same, all or a portion of a taxing district's capital costs resulting from the redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the redevelopment plan and project;
- (8) *School-Related Costs* – For redevelopment project areas designated (or redevelopment project areas amended to add or increase the number of tax-increment-financing assisted housing units) on or after November 1, 1999, an elementary, secondary, or unit school district's increased costs attributable to assisted housing units located within the redevelopment project area for which the developer or redeveloper receives financial assistance through an agreement with the municipality or because the municipality incurs the cost of necessary infrastructure improvements within the boundaries of the assisted housing sites necessary for the completion of that housing as authorized by the Act, and which costs shall be paid by the municipality from the Special Tax Allocation Fund when the tax increment revenue is received as a result of the assisted housing units and shall be calculated annually.¹ Certain library district costs may also be paid as provided for in the Act.

¹ The calculation is as follows: (A) for foundation districts, excluding any school district in a municipality with a population in excess of 1,000,000, by multiplying the district's increase in attendance resulting from the net increase in new students enrolled in that school district who reside in housing units within the redevelopment project area that have received financial assistance through an agreement with the municipality or because the municipality incurs the cost of necessary infrastructure improvements within the boundaries of the housing sites necessary for the completion of that housing as authorized by the Act since the designation of the redevelopment project area by the most recently available per capita tuition cost as defined in Section 10-20.12a of the School Code less any increase in general State aid as defined in Section 18-8.05 of the School Code attributable to these added new students subject to the following annual limitations: (i) for unit school districts with a district average 1995-96 Per Capita Tuition Charge of less than \$5,900, no more than 25% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under the Act; (ii) for elementary school districts with a district average 1995-96 Per Capita Tuition Charge of less than \$5,900, no more than 17% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under the Act; and (iii) for secondary school districts with a district average 1995-96 Per Capita Tuition Charge of less than \$5,900, no more than 8% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under the Act. (B) For alternate method districts, flat grant districts, and foundation districts with a district average 1995-96 Per Capita Tuition Charge equal to or more than \$5,900, excluding any school district with a population in excess of 1,000,000, by multiplying the district's increase in attendance resulting from the net increase in new students enrolled in that school district who reside in housing units within the redevelopment project area that have received financial assistance through an agreement with the municipality or because the municipality incurs the cost of necessary infrastructure improvements within the boundaries of the housing sites necessary for the completion of that housing as authorized by the Act since the designation of the redevelopment project area by the most recently available per capita tuition cost as defined in Section 10-20.12a of the School Code less any increase in general state aid as defined in Section 18-8.05 of the School Code attributable to these added new students subject to the following annual limitations: (i) for unit school districts, no more than 40% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under the Act; (ii) for elementary school districts, no more than 27% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under the Act; and (iii) for secondary school districts, no more than 13% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under the Act. (C) For any school district in a municipality with a population in excess of 1,000,000, additional provisions apply.

- (9) *Relocation Costs* – To the extent that a municipality determines that relocation costs shall be paid or is required to make payment of relocation costs by federal or State law or in order to satisfy subparagraph (7) of subsection (n) of the Act;
- (10) *Payment in lieu of taxes;*
- (11) *Other Job Training* – Costs of job training, retraining, advanced vocational education or career education, including but not limited to courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one or more taxing districts, provided that such costs (i) are related to the establishment and maintenance of additional job training, advanced vocational education or career education programs for persons employed or to be employed by employers located in a redevelopment project area; and (ii) when incurred by a taxing district or taxing districts other than the municipality, are set forth in a written agreement by or among the municipality and the taxing district or taxing districts, which agreement describes the program to be undertaken, including but not limited to the number of employees to be trained, a description of the training and services to be provided, the number and type of positions available or to be available, itemized costs of the program and sources of funds to pay for the same, and the term of the agreement. Such costs include, specifically, the payment by community college districts of costs pursuant to Sections 3-37, 3-38, 3-40 and 3-40.1 of the Public Community College Act and by school districts of costs pursuant to Sections 10-22.20a and 10-23.3a of The School Code;
- (12) *Developer Interest Cost* – Interest cost incurred by a redeveloper related to the construction, renovation or rehabilitation of a redevelopment project provided that:
- (A) such costs are to be paid directly from the special tax allocation fund established pursuant to the Act;
 - (B) such payments in any one year may not exceed 30% of the annual interest costs incurred by the redeveloper with regard to the redevelopment project during that year;
 - (C) if there are not sufficient funds available in the special tax allocation fund to make the payment then the amounts so due shall accrue and be payable when sufficient funds are available in the special tax allocation fund;
 - (D) the total of such interest payments paid pursuant to the Act may not exceed 30% of the total (i) cost paid or incurred by the redeveloper for the redevelopment project plus (ii) redevelopment project costs excluding any property assembly costs and any relocation costs incurred by a municipality pursuant to the Act;
 - (E) the cost limits set forth in subparagraphs (B) and (D) of paragraph shall be modified for the financing of rehabilitated or new housing units for low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act. The percentage of 75% shall be substituted for 30% in subparagraphs (B) and (D).

(F) Instead of the eligible costs provided by subparagraphs (B) and (D), as modified by this subparagraph, and notwithstanding any other provisions of the Act to the contrary, the municipality may pay from tax increment revenues up to 50% of the cost of construction of new housing units to be occupied by low-income households and very low-income households as defined in Section 3 of the Illinois Affordable Housing Act. The cost of construction of those units may be derived from the proceeds of bonds issued by the municipality under the Act or other constitutional or statutory authority or from other sources of municipal revenue that may be reimbursed from tax increment revenues or the proceeds of bonds issued to finance the construction of that housing. The eligible costs provided under this subparagraph (F) shall be an eligible cost for the construction, renovation, and rehabilitation of all low and very low-income housing units, as defined in Section 3 of the Illinois Affordable Housing Act, within the redevelopment project area. If the low and very low-income units are part of a residential redevelopment project that includes units not affordable to low and very low-income households, only the low and very low-income units shall be eligible for benefits under subparagraph (F).²

The TIF Act prohibits certain costs. Unless explicitly stated herein the cost of construction of new privately-owned buildings shall not be an eligible redevelopment project cost. In addition, the statute prohibits costs related to retail development that results in the closing of nearby facilities of the same retailers. Specifically, none of the redevelopment project costs enumerated in the Act shall be eligible redevelopment project costs if those costs would provide direct financial support to a retail entity initiating operations in the redevelopment project area while terminating operations at another Illinois location within 10 miles of the redevelopment project area but outside the boundaries of the redevelopment project area municipality.³

Projected Redevelopment Project Costs. Estimated project costs are shown in Exhibit 4 below. Adjustments to estimated line-item costs below are expected and may be made without amendment to the Redevelopment Plan. Each individual project cost will be reevaluated in light of the projected private development and resulting tax revenues as it is considered for public financing under the provisions of the Act.

² The standards for maintaining the occupancy by low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act, of those units constructed with eligible costs made available under the provisions of this subparagraph (F) of paragraph (11) shall be established by guidelines adopted by the municipality. The responsibility for annually documenting the initial occupancy of the units by low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act, shall be that of the then current owner of the property. For ownership units, the guidelines will provide, at a minimum, for a reasonable recapture of funds, or other appropriate methods designed to preserve the original affordability of the ownership units. For rental units, the guidelines will provide, at a minimum, for the affordability of rent to low and very low-income households. As units become available, they shall be rented to income-eligible tenants. The municipality may modify these guidelines from time to time; the guidelines, however, shall be in effect for as long as tax increment revenue is being used to pay for costs associated with the units or for the retirement of bonds issued to finance the units or for the life of the redevelopment project area, whichever is later.

³ Termination means a closing of a retail operation that is directly related to the opening of the same operation or like retail entity owned or operated by more than 50% of the original ownership in a redevelopment project area, but it does not mean closing an operation for reasons beyond the control of the retail entity, as documented by the retail entity, subject to a reasonable finding by the municipality that the current location contained inadequate space, had become economically obsolete, or was no longer a viable location for the retailer or serviceman.

Further, the projected cost of an individual line-item as set forth below is not intended to place a limit on the described line-item expenditure. Adjustments may be made in line-items, either increasing or decreasing line-item costs for redevelopment. The specific items listed below are not intended to preclude payment of other eligible redevelopment project costs in connection with the redevelopment of the RPA, provided the *total amount* of payment for eligible redevelopment project costs (the "Total Estimated TIF Budget" in Exhibit 4) shall not exceed the amount set forth below, as adjusted pursuant to the Act.

As explained in the following sub-section, incremental property tax revenues from any contiguous RPA may used to pay eligible costs for the RPA.

Exhibit 4 RPA Project Cost Estimates

(See notes below table for additional information regarding Redevelopment Project Costs.)

- | | | |
|-----|---|--------------|
| (1) | Costs of studies, surveys, development of plans and specifications, implementation and administration (annual administrative costs shall not include general overhead or administrative costs of the municipality that would still have been incurred by the municipality if the municipality had not designated a Redevelopment Project Area or approved a Redevelopment Plan) of the Redevelopment Plan including, but not limited to, staff and professional service costs for architectural, engineering, legal, financial, planning or other services..... | \$450,000 |
| (2) | Costs of marketing sites within the Redevelopment Project Area to prospective businesses, developers, and investors | \$50,000 |
| (3) | Property assembly costs, including, but not limited to, acquisition of land and other property, real or personal, or rights or interests herein, demolition of buildings, site preparation, site improvements that serve as an engineered barrier addressing ground level or below ground environmental contamination, including, but not limited to, parking lots and other concrete or asphalt barriers, and the cleaning and grading of land | \$4,000,000 |
| (4) | Costs of rehabilitation, reconstruction or repair or remodeling of existing public or private buildings, fixtures and leasehold improvements; and the cost of replacing an existing public building if pursuant to the implementation of a Redevelopment Project, the existing public building is to be demolished to use the site for private investment or devoted to a different use requiring private investment | \$5,000,000 |
| (5) | Costs of the construction of public works or improvements | \$10,000,000 |
| (6) | Costs of job training and retraining projects, including the cost of "welfare to work" programs implemented by businesses located within the Redevelopment Project Area | \$50,000 |

- (7) Financing costs, including, but not limited to, all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued hereunder including interest accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for not exceeding 36 months thereafter and including reasonable reserves related thereto N/A refer to footnote 4) below

- (8) To the extent the municipality, by written agreement, accepts and approves the same, all or a portion of a taxing district's capital costs resulting from the Redevelopment Project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the Redevelopment Plan and Project \$50,000

- (9) Relocation costs to the extent that a municipality determines that relocation costs shall be paid or is required to make payment of relocation costs by Federal or State law or in order to satisfy subparagraph (7) of subsection (n) of Section 11-74.4-3 of the Act \$50,000

- (10) Payment in lieu of taxes \$50,000

- (11) Costs of job training, retraining, advanced vocational education or career education, including but not limited to courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one or more taxing districts, provided that such costs (i) are related to the establishment and maintenance of additional job training, advanced vocational education or career education programs for persons employed or to be employed by employers located in a Redevelopment Project Area; and (ii) when incurred by a taxing district or taxing districts other than the municipality, are set forth in a written agreement by or among the municipality and the taxing district or taxing districts, which agreements describes the program to be undertaken, including, but not limited to, the number of employees to be trained, a description of the training and services to be provided, the number and type of positions available or to be available, itemized costs of the program and sources of funds to pay for the same, and the term of agreement. Such costs include, specifically, the payment by community college districts of costs pursuant to Sections 3-37, 3-38, 3-40 and 3-40.1 of the Public Community College Act and by school districts of costs pursuant to Sections 10-22.20a and 10.23.3a of the School Code..... \$450,000

- (12) Interest cost incurred by a redeveloper related to the construction renovation or rehabilitation of a redevelopment project \$2,000,000

- TOTAL REDEVELOPMENT PROJECT BUDGET: \$22,150,000**

The Village may reimburse developers who incur Redevelopment Project Costs authorized by a redevelopment agreement.

The Village reserves the right to utilize revenues received under the Tax Increment Allocation Redevelopment Act for eligible costs from one Redevelopment Project Area in another Redevelopment Project Area that is either contiguous to, or is separated only by a public right-of-way from, the Redevelopment Project Area from which the revenues are received.

It is anticipated that the Village will carefully stage Village expenditures for Redevelopment Project Costs on a reasonable and proportional basis to coincide with Redevelopment Project expenditures by private developers and the receipt of revenues from the Redevelopment Projects.

Notes regarding Redevelopment Project Costs:

- 1) All costs shown are in 2011 dollars.
- 2) Private redevelopment costs and investments are in addition to the above.
- 3) To the extent permitted by law, the Village reserves the right to adjust and transfer budgeted amounts within the Total Redevelopment Project Budget among eligible Redevelopment Project Costs.
- 4) Total budgeted costs exclude any additional financing costs, including interest expense, capitalized interest, and any and all closing costs associated with any obligations issued.
- 5) The total estimated Redevelopment Project Costs shall not be increased by more than five percent (5%) after adjustment for inflation from the date of the approval of this Redevelopment Plan and Project, unless otherwise authorized by the Act.

Sources of Funds to Pay Redevelopment Project Costs. Funds necessary to pay for public improvements and other project costs eligible under the Act are to be derived principally from incremental property tax revenues, proceeds from municipal obligations to be retired primarily with such revenues, and interest earned on resources available but not immediately needed for the Plan. In addition, pursuant to the TIF Act and this Plan, the Village may utilize net incremental property tax revenues received from other contiguous RPAs to pay eligible redevelopment project costs or obligations issued to pay such costs in contiguous project areas. This would include contiguous TIFs that the Village may establish in the future. (Conversely, incremental revenues from the TIF may be allocated to any contiguous TIF Districts.)

Redevelopment project costs as identified in Exhibit 4 specifically authorize those eligible costs set forth in the Act and do not address the preponderance of the costs to redevelop the area. The majority of development costs will be privately financed. TIF or other public sources are to be used, subject to approval by the Village Board, only to leverage and commit private redevelopment activity.

The incremental tax revenues which will be used to pay debt service on the municipal obligations (if any) and to directly pay redevelopment project costs shall be the incremental increase in property taxes. The property tax increment would be attributable to the increase in the equalized assessed value of each taxable lot, block, tract or parcel of real property in the RPA – over and above the initial equalized assessed value of each such lot, block, tract or parcel in the RPA in the 2010 tax year for the RPA.

Among the other sources of funds which may be used to pay for redevelopment project costs and debt service on municipal obligations issued to finance project costs are the following: certain local sales or utility taxes, special service area taxes, the proceeds of property sales, certain land lease payments, certain Motor Fuel Tax revenues, certain state and federal grants or loans, certain investment income, and such other sources of funds and revenues as the Village may from time to time deem appropriate.

Nature and Term of Obligations to Be Issued. The Village may issue obligations secured by the Special Tax Allocation Fund established for the Redevelopment Project Area pursuant to the Act or such other funds as are available to the Village by virtue of its power pursuant to Illinois State Law.

Any and all obligations issued by the Village pursuant to this Plan and the Act shall be retired not more than twenty-three (23) years after the date of adoption of the ordinance approving the RPA, or as such a later time permitted pursuant to the Act and to the extent such obligations are reliant upon the collection of incremental property tax revenues from the completion of the twenty-third year of the TIF, with taxes collected in the twenty-fourth year. However, the final maturity date of any obligations issued pursuant to the Act may not be later than twenty (20) years from their respective date of issuance.

One or more series of obligations may be issued from time to time in order to implement this Plan. The total principal and interest payable in any year on all obligations shall not exceed the amount available in that year or projected to be available in that year. The total principal and interest may be payable from tax increment revenues and from bond sinking funds, capitalized interest, debt service reserve funds, and all other sources of funds as may be provided by ordinance.

Certain revenues may be declared as surplus funds if not required for: principal and interest payments, required reserves, bond sinking funds, redevelopment project costs, early retirement of outstanding securities, or facilitating the economical issuance of additional bonds necessary to accomplish the Redevelopment Plan. Such surplus funds shall then become available for distribution annually to taxing districts overlapping the RPA in the manner provided by the Act.

Securities may be issued on either a taxable or tax-exempt basis, as general obligation or revenue bonds. Further, the securities may be offered on such terms as the Village may determine, with or without the following features: capitalized interest; deferred principal retirement; interest rate limits (except as limited by law); and redemption provisions. Additionally, such securities may be issued with either fixed rate or floating interest rates.

Most Recent Equalized Assessed Valuation for the RPA. The most recent equalized assessed valuation for the RPA is based on the 2010 EAV, and is estimated to be approximately \$9,573,880.

Anticipated Equalized Assessed Valuation for the RPA. Upon completion of the anticipated private development of the RPA over a twenty-three (23) year period, it is estimated that the EAV of the property within the RPA will be approximately \$25,000,000 to \$30,000,000.

VII. DESCRIPTION AND SCHEDULING OF REDEVELOPMENT PROJECT

Redevelopment Project. The Village will implement a strategy with full consideration given to the availability of both public and private funding. It is anticipated that a phased redevelopment will be undertaken.

The Redevelopment Project will begin as soon as the private entities have obtained financing approvals for appropriate projects and such uses conform to Village zoning and planning requirements, or if the Village undertakes redevelopment activities pursuant to this Plan. Depending upon the scope of the development as well as the actual uses, the following activities may be undertaken by the Village:

- Land Assembly and Relocation: Certain properties in the RPA may be acquired and assembled into an appropriate redevelopment site, with relocation costs undertaken as provided by the Act.
- Demolition and Site Preparation: The existing improvements located within the RPA may have to be reconfigured or prepared to accommodate new uses or expansion plans. Demolition of certain parcels may be necessary for future projects. Additionally, the redevelopment plan contemplates site preparation, or other requirements including environmental remediation necessary to prepare site(s) for desired redevelopment projects.
- Rehabilitation: The Village may assist in the rehabilitation of buildings or site improvements located within the RPA.
- Landscaping/Buffering/Streetscaping: The Village may fund certain landscaping projects, which serve to beautify public properties or rights-of-way and provide buffering between land uses.
- Water, Sanitary Sewer, Storm Sewer and Other Utility Improvements: Certain utilities may be extended or re-routed to serve or accommodate new development. Upgrading of existing utilities may be undertaken. The Village may also undertake the provision of necessary detention or retention ponds.
- Roadway/Street/Parking Improvements: The Village may widen and/or vacate existing roads. Certain secondary streets/roads may be extended or constructed. Related curb, gutter, and paving improvements could also be constructed as needed. Parking facilities may be constructed that would be available to the public. Utility services may also be provided or relocated in order to accommodate redevelopment activities.
- Traffic Control/Signalization: Traffic control or signalization improvements that improve access to the RPA and enhance its redevelopment may be constructed.

- Public Safety-Related Infrastructure: Certain public safety improvements including, but not limited to, public signage, public facilities, and streetlights may be constructed or implemented.
- Interest Costs Coverage: The Village may fund certain interest costs incurred by a developer for construction, renovation or rehabilitation of a redevelopment project. Such funding would be paid for out of annual tax increment revenue generated from the RPA as allowed under the Act.
- Professional Services: The Village may fund necessary planning, legal, engineering, administrative and financing costs during project implementation. The Village may reimburse itself from annual tax increment revenue if available.

Commitment to Fair Employment Practices and Affirmative Action. As part of any Redevelopment Agreement entered into by the Village and any private developers, both parties will agree to establish and implement an honorable, progressive, and goal-oriented affirmative action program that serves appropriate sectors of the Village.

With respect to the public/private development's internal operations, both entities will pursue employment practices which provide equal opportunity to all people regardless of sex, color, race or creed. Neither party will discriminate against any employee or applicant because of sex, marital status, national origin, age, or the presence of physical handicaps. These nondiscriminatory practices will apply to all areas of employment, including: hiring, upgrading and promotions, terminations, compensation, benefit programs, and education opportunities.

All those involved with employment activities will be responsible for conformance to this policy and compliance with applicable state and federal regulations.

The Village and private developers will adopt a policy of equal employment opportunity and will include or require the inclusion of this statement in all contracts and subcontracts at any level. Additionally, any public/private entities will seek to ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which all employees are assigned to work. It shall be specifically ensured that all on-site supervisory personnel are aware of and carry out the obligation to maintain such a working environment, with specific attention to minority and/or female individuals.

Finally, the entities will utilize affirmative action to ensure that business opportunities are provided and that job applicants are employed and treated in a nondiscriminatory manner. Underlying this policy is the recognition by the entities that successful affirmative action programs are important to the continued growth and vitality of the community.

Completion of Redevelopment Project and Retirement of Obligations to Finance Redevelopment Costs. This Redevelopment Project and retirement of all obligations to finance redevelopment costs will be completed within twenty-three (23) years after the adoption of an ordinance designating the Redevelopment Project Area. The actual date for such completion and retirement of obligations shall not be later than December 31 of the year in which the payment to the municipal treasurer pursuant to the Act is to be made with respect to ad valorem taxes levied in the twenty-third year after the ordinance approving the RPA is adopted.

VIII. PROVISIONS FOR AMENDING THE TIF PLAN AND PROJECT

This Plan may be amended pursuant to the provisions of the Act.

APPENDIX 1

Legal Description of Project Area

**VILLAGE OF CAROL STREAM
NORTH AVENUE AND SCHMALE ROAD TIF DISTRICT**

LEGAL DESCRIPTION

LOTS 1 AND 2 IN DUDA'S FIRST RESUBDIVISION, BEING A RESUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

LOTS 1 AND 2 (EXCEPT THAT PART OF SAID LOTS 1 AND 2 THAT IS LOCATED IN THE SOUTHWEST $\frac{1}{4}$ OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS) IN SMURFIT STONE SUBDIVISION OF PART OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

LOT 4 IN CONTAINER CORPORATION OF AMERICA PLAT OF LOT 4, BEING A PART OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 29, 1985 AS DOCUMENT R 85-72067, IN DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

OF THAT PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY BEGINNING AT A POINT ON THE SOUTH LINE OF CONTAINER CORPORATION OF AMERICA PLAT OF LOT 3 WHICH IS ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE AID ROUTE 36 (SCHMALE ROAD) (SAID PLAT HAVING BEEN RECORDED ON NOVEMBER 10, 1969 AS DOCUMENT R69-48794, IN DUPAGE COUNTY, ILLINOIS) AND RUNNING THENCE SOUTH 3 DEGREES 09 MINUTES 36 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE, 154.85 FEET TO THE NORTHERLY LINE OF THE RIGHT-OF-WAY OF THE COMMONWEALTH EDISON COMPANY; THENCE SOUTH 87 DEGREES 26 MINUTES 52 SECONDS WEST ALONG SAID NORTHERLY LINE, 737.07 FEET TO THE NORTHWEST CORNER OF SAID RIGHT-OF-WAY; THENCE SOUTH 3 DEGREES 31 MINUTES 04 SECONDS EAST, 117.02 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE SOUTH 87 DEGREES 26 MINUTES 52 SECONDS WEST ALONG SAID NORTHERLY LINE, 35.94 FEET TO THE EAST LINE OF MARIE I. HUSKA'S PLAT OF SURVEY; THENCE NORTH 5 DEGREES 32 MINUTES 19 SECONDS WEST ALONG SAID EAST LINE, 274.93 FEET TO THE NORTHEAST CORNER THEREOF (BEING ON THE SAID SOUTH LINE OF

CONTAINER CORPORATION OF AMERICA PLAT OF LOT 3); THENCE NORTH 87 DEGREES 38 MINUTES 45 SECONDS EAST ALONG SAID SOUTH LINE, 158.04 FEET; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 302.94 FEET, A LONG CHORD BEARING OF NORTH 69 DEGREES 37 MINUTES 32 SECONDS EAST, AND A LONG CHORD LENGTH OF 119.77 FEET, FOR AN ARC DISTANCE OF 120.56 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 00 SECONDS EAST, 511.99 FEET TO SAID WESTERLY RIGHT-OF-WAY LINE OF STATE AID ROUTE 36 (SCHMALE ROAD); THENCE SOUTH 03 DEGREES 09 MINUTES 36 SECONDS EAST ALONG SAID WESTERLY LINE, 16.17 FEET TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS. SITUATED IN THE COUNTY OF DUPAGE, IN THE STATE OF ILLINOIS.

ALONG WITH THAT PORTION OF SCHMALE ROAD LOCATED ADJACENT THERETO;

PINs: 05-04-100-006 and -007; 05-04-101-009, -015 and -016;

Common Addresses: 400, 450, and 500 to 550 East North Avenue;
and 200 S. Schmale Road, Carol Stream, Illinois.

APPENDIX 2
Boundary Map of RPA

NORTH AVENUE



05-04-101-015

05-04-100-006

05-04-100-007

05-04-101-016

05-04-101-009

SCHMALE
ROAD

LEGEND

TIF Parcel



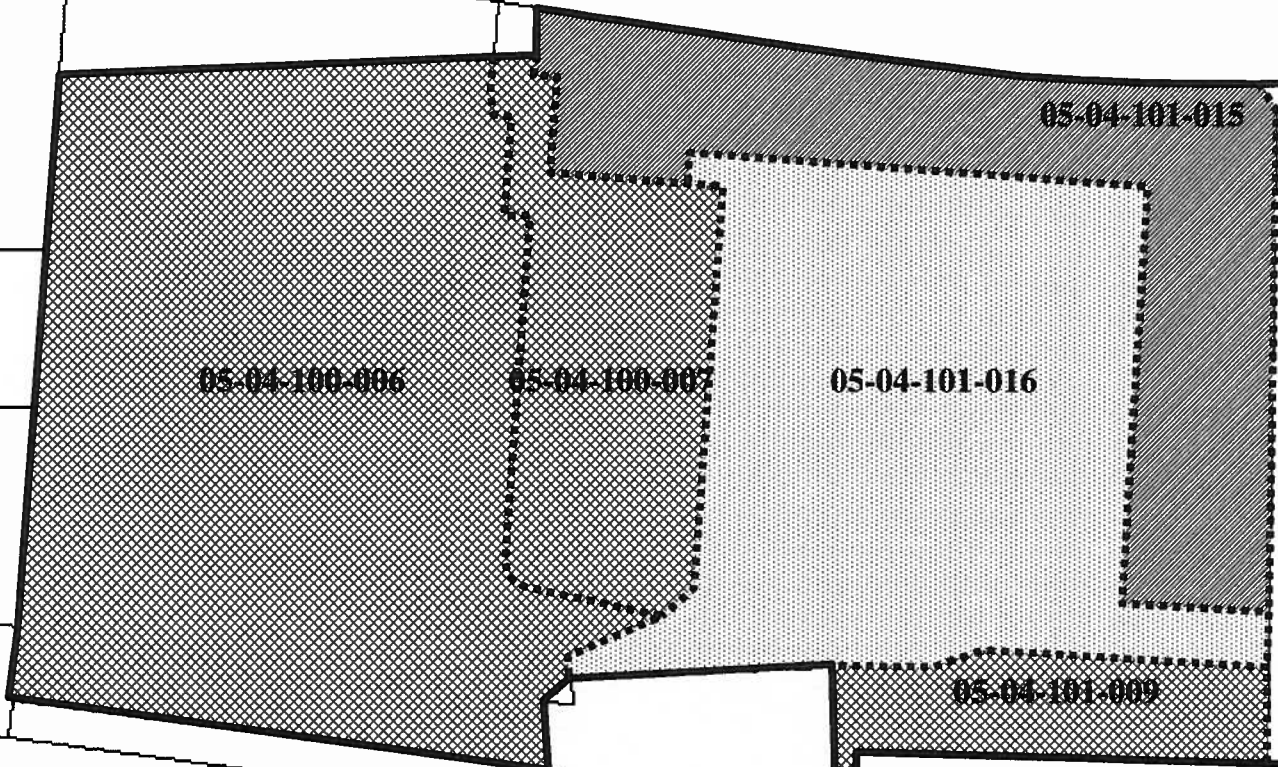
North Avenue & Schmale Road TIF District Map

Prepared by Department
of Engineering Services
August 23, 2011

APPENDIX 3

Existing Land Use Map of RPA

NORTH AVENUE



05-04-100-006

05-04-100-007

05-04-101-016

05-04-101-015

05-04-101-009

SCHMALE
ROAD

LEGEND

Vacant Commercial
Vacant Industrial
Occupied Industrial

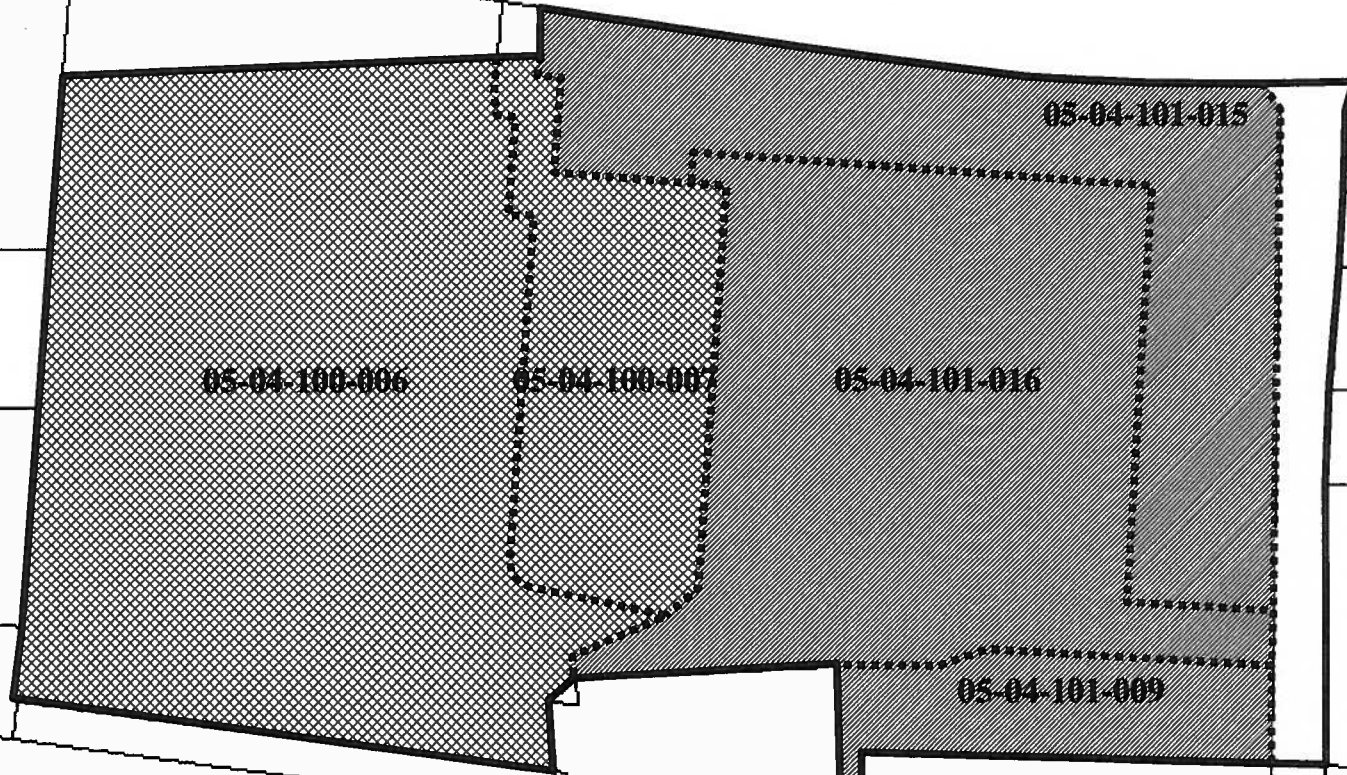


North Avenue & Schmale Road TIF District
Existing Land Use Map

Prepared by Department
of Engineering Services
August 26, 2011

APPENDIX 4
Future Land Use Map of RPA

NORTH AVENUE



SCHMALE ROAD

Commercial
Industrial

LEGEND



**North Avenue & Schmale Road TIF District
Future Land Use Map**

Prepared by Department
of Engineering Services
August 26, 2011

APPENDIX 5

TIF Qualification Report

Prepared by Kane, McKenna and Associates

**VILLAGE OF CAROL STREAM
TIF ELIGIBILITY REPORT
NORTH AVENUE/SCHMALE ROAD TIF**

A study to determine whether all or a portion of an area located in the Village of Carol Stream qualifies as a Conservation Area as set forth in the definition in the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-3, et seq., as amended.

Prepared for: Village of Carol Stream, Illinois

Prepared by: Kane, McKenna and Associates, Inc.

August, 2011

**VILLAGE OF CAROL STREAM
NORTH AVENUE/SCHMALE ROAD TIF ELIGIBILITY REPORT**

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
	Executive Summary	
I.	Introduction and Background	1
II.	Qualification Criteria Used	3
III.	The Proposed TIF District	6
IV.	Methodology of Evaluation	7
V.	Qualification Findings for TIF District	8
VI.	Summary of Findings / General Assessment of Qualification	12
 EXHIBITS		
A	Boundary Map	

EXECUTIVE SUMMARY

Kane, McKenna and Associates, Inc. (KMA) has been retained by the Village of Carol Stream to conduct an analysis of the qualification of an area that would result in the establishment of the North Avenue/Schmale Road Tax Increment Finance (TIF) District. The Village is pursuing the creation of the proposed TIF District as part of its strategy to promote the revitalization of significant economic development related properties (the parcels studied and analyzed in this report to be included within the TIF District) located within the Village.

Based upon the analysis completed to the date of this Report, KMA has reached the following conclusions regarding the potential qualification of the TIF District:

1) *Conservation Area* – The proposed TIF District qualifies as a “Conservation Area” as defined under the TIF Act. Overall, because of certain factors identified in this report, the area is in danger of declining toward a blighted condition. This condition prevents, or threatens to prevent, the healthy economic and physical development of properties in a manner that the community deems essential to its overall economic health. Because the majority of structures (100% or 5 of 5 structures) are 35 years old or older, the TIF District meets the statutory criteria as a Conservation Area TIF.

2) *Current conditions impede redevelopment* – The existence of certain conditions found within the proposed TIF District present impediments to the area’s successful redevelopment. This is because the factors negatively impact coordinated and substantial private sector investment in the overall TIF District. Without the use of Village planning and economic development resources to mitigate such factors, potential redevelopment projects (along with other activities that require private sector investment) are not likely to be economically feasible.

3) *Viable redevelopment sites could produce incremental revenue* – Within the proposed TIF District, there are properties which potentially could be redeveloped and thereby produce incremental property tax and sales tax revenue. Such revenue, used in combination with other Village resources for redevelopment incentives or public improvements, would likely stimulate private investment and reinvestment in these sites and ultimately throughout the TIF District.

4) *TIF designation recommended* – To mitigate Conservation Area conditions, promote private sector investment, and foster the economic viability of the proposed TIF District, KMA recommends that the Village proceed with the formal TIF designation process for the entire area.

Because the Village will NOT be pursuing the redevelopment of any residential parcels, the Village is not obligated to conduct a housing impact study pursuant to the Illinois Tax Increment Allocation Act (ILCS 5/11-74.4-1 et. seq., as amended; hereinafter referred to as the “Act”).

I. INTRODUCTION AND BACKGROUND

In the context of planning for the proposed establishment of the North Avenue/Schmale Road Tax Increment Financing District (the "TIF District," "Redevelopment Project Area" or "RPA"), the Village has initiated the study of parcels within the proposed TIF District to determine whether they qualify for inclusion in the district. Kane, McKenna and Associates, Inc. has agreed to undertake the study of the area.

Objectives. The Village proposes to enhance industrial and commercial/retail opportunities within the RPA.

Given the Village's objectives as well as the conditions described in this report, the Village has made a determination that it is highly desirable to promote the redevelopment of the proposed RPA. Without an implementation plan for redevelopment, the Village believes adverse conditions could impair property valuations. The Village intends to create and implement such a plan in order to restore, stabilize, and increase the economic base associated with the TIF District, which will not only benefit the community as a whole but also generate additional tax revenues.

Because of the conditions observed in the TIF District and the required coordination for future land uses, the Village is favorably disposed toward supporting redevelopment efforts. The Village has determined that redevelopment should take place through the benefit and guidance of comprehensive economic planning by the Village. Through this coordinated effort, the TIF District is expected to improve and development barriers to be eliminated.

The Village has further determined that redevelopment currently planned for the TIF District is feasible only with public finance assistance that would serve to leverage private investment. The creation and utilization of a TIF redevelopment plan is intended by the Village to help provide the assistance required to eliminate conditions detrimental to successful redevelopment of the TIF District.

The use of TIF relies upon induced private redevelopment in the RPA to create higher real estate values and result in the redevelopment of underutilized properties, that would otherwise decline or remain underutilized without such investment. By so doing, it would result in increased property taxes compared to the previous land use (and/or lack of use). In this way, the existing tax base for all tax districts would be protected and a portion of future increased taxes pledged to attract the requisite private investment.

Current Land Use. The proposed TIF District is generally located along the south side of North Avenue and west of Schmale Road. At one point (late 1960's), this area served as the Container Corporation campus, including buildings located numerous facilities west of Schmale Road.

Container Corporation has since ceased operations in the RPA and various users and operations now occupy one time single use buildings (designed as part of the Container Corporation facility). The proposed TIF District suffers from a variety of economic development impediments, as identified in the TIF Act. For example, it suffers from inadequate utilities, deterioration, and excessive vacancies. Almost 1/3 of the building space is vacant and one former Container Corporation building was demolished. In addition, a service station use in the TIF District was demolished several years ago.

Refer to Appendix 1 of the TIF Plan which provides a detailed map of the proposed TIF.

General Scope and Methodology. KMA formally began its analysis by conducting a series of meetings and discussions with Village staff, starting in May, 2010 and continuing periodically up to the date of this report's issuance. The purpose of the meetings was to establish boundaries for the TIF District and to gather data related to the qualification criteria for properties included in the TIF District. These meetings were complemented by a series of field surveys for the entire area to evaluate the condition of the proposed TIF District on a parcel-by-parcel basis. The field surveys and data collected have been utilized to test the likelihood that various areas located within the proposed TIF District would qualify for TIF designation.

For the purpose of the study, properties within the proposed TIF District were examined in the context of the TIF Act governing improved areas. The qualification factors discussed in this report qualify the area as a Conservation Area, as the term is defined pursuant to the TIF Act.

During the course of its work, KMA reported to key Village staff its findings regarding TIF qualification and feasibility prospects for the area under study. Based on these findings the Village (a) made refinements to the TIF District boundaries and (b) directed KMA to complete this report and to move forward with the preparation of a Redevelopment Plan and Project for the TIF District.

For additional information about KMA's data collection and evaluation methods, refer to Section IV of this report.

II. QUALIFICATION CRITERIA USED

With the assistance of Village staff, Kane, McKenna and Associates, Inc. assessed the proposed TIF District to determine the presence or absence of qualifying factors listed in the TIF Act. The relevant sections of the Act are found below.

The Act sets out specific procedures which must be adhered to in designating a TIF District/Redevelopment Project Area. By definition, a Redevelopment Project Area is:

“An area designated by the municipality, which is not less in the aggregate than 1½ acres and in respect to which the municipality has made a finding that there exist conditions which cause the area to be classified as a blighted area or a conservation area, or a combination of both blighted areas and conservation areas.”

Under the Act, “Conservation Area” means any improved area within the boundaries of a Redevelopment Project Area located within the territorial limits of the municipality where certain conditions are met, as identified below.

TIF Qualification Factors for a Conservation Area. In accordance with the Illinois TIF Act, KMA performed a two-step assessment to determine if the proposed TIF District would qualify as a Conservation Area. First, KMA analyzed the threshold factor of age to determine if a majority of structures were 35 years of age or older.

If a proposed Conservation Area meets the age threshold, then following factors are to be examined to determine TIF qualification:

If a *Conservation Area*, industrial, commercial and residential buildings or improvements are detrimental to the public safety, health or welfare because of a combination of three (3) or more of the following factors, each of which is (i) present, with that presence documented to a meaningful extent so that a municipality may reasonably find that the factor is clearly present within the intent of the Act and (ii) reasonably distributed throughout the improved part of the Redevelopment Project Area:

(A) Dilapidation. An advanced state of disrepair or neglect of necessary repairs to the primary structural components of building or improvements in such a combination that a documented building condition analysis determines that major repair is required or the defects are so serious and so extensive that the buildings must be removed.

(B) Obsolescence. The condition or process of falling into disuse. Structures become ill-suited for the original use.

(C) Deterioration. With respect to buildings, defects including, but not limited to, major defects in the secondary building components such as doors, windows, porches, gutters, downspouts, and fascia. With respect to surface improvements, that the condition of roadways, alleys, curbs, gutters, sidewalks, off-street parking and surface storage areas evidence deterioration, including, but limited to, surface cracking, crumbling, potholes, depressions, loose paving material and weeds protruding through paved surfaces.

(D) Presence of Structures Below Minimum Code Standards. All structures that do not meet the standards of zoning, subdivision, building, fire and other governmental codes applicable to property, but not including housing and property maintenance codes.

(E) Illegal Use of Individual Structures. The use of structures in violation of applicable federal, State, or local laws, exclusive of those applicable to the presence of structures below minimum code standards.

(F) Excessive Vacancies. The presence of buildings that are unoccupied or under-utilized and that represent an adverse influence on the area because of the frequency, extent, or duration of the vacancies.

(G) Lack of Ventilation, Light, or Sanitary Facilities. The absence of adequate ventilation for light or air circulation in spaces or rooms without windows, or that require the removal of dust, odor, gas, smoke or other noxious airborne materials. Inadequate natural light and ventilation means the absence of skylights or windows for interior spaces or rooms and improper window sizes and amounts by room area to window area ratios. Inadequate sanitary facilities refers to the absence or inadequacy of garbage storage and enclosure, bathroom facilities, hot water and kitchens and structural inadequacies preventing ingress and egress to and from all rooms and units within a building.

(H) Inadequate Utilities. Underground and overhead utilities such as storm sewers and storm drainage, sanitary sewers, water lines and gas, telephone and electrical services that are shown to be inadequate. Inadequate utilities are those that are: (i) of insufficient capacity to serve the uses in the Redevelopment Project Area; (ii) deteriorated, antiquated, obsolete or in disrepair; or (iii) lacking within the Redevelopment Project Area.

(I) Excessive Land Coverage and Overcrowding of Structures and Community Facilities. The over-intensive use of property and the crowding of buildings and accessory facilities onto a site. Examples of problem conditions warranting the designation of an area as exhibiting excessive land coverage are: (i) the presence of buildings either improperly situated on parcels or located on parcels of inadequate size and shape in relation to present-day standards of development for health and safety and (ii) the presence of multiple buildings on a single parcel. For there to be a finding of excessive land coverage, these parcels must exhibit one or more of the following conditions: insufficient provision for light and air within or around buildings, increased

threat of spread of fire due to the close proximity of buildings, lack of adequate or proper access to a public right-of-way, lack of reasonably required off-street parking or inadequate provision for loading service.

(J) Deleterious Land-Use or Layout. The existence of incompatible land-use relationships, buildings occupied by inappropriate mixed-uses or uses considered to be noxious, offensive or unsuitable for the surrounding area.

(K) Environmental Clean-Up. The proposed Redevelopment Project Area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for (or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for) the clean-up of hazardous waste, hazardous substances or underground storage tanks required by State or federal law. Any such remediation costs would constitute a material impediment to the development or redevelopment of the Redevelopment Project Area.

(L) Lack of Community Planning. The proposed Redevelopment Project Area was developed prior to or without the benefit or guidance of a community plan. This means that the development occurred prior to the adoption by the municipality of a comprehensive or other community plan or that the plan was not followed at the time of the area's development. This factor must be documented by evidence of adverse or incompatible land-use relationships, inadequate street layout, improper subdivision, parcels of inadequate shape and size to meet contemporary development standards or other evidence demonstrating an absence of effective community planning.

(M) "Stagnant, Lagging" EAV. The total equalized assessed value (EAV) of the proposed Redevelopment Project Area has declined for three (3) of the last five (5) calendar years prior to the year in which the Redevelopment Project Area is designated, or is increasing at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) calendar years, for which information is available or increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for three (3) of the last five (5) calendar years prior to the year in which the Redevelopment Project Area is designated.

III. THE PROPOSED TIF DISTRICT

The proposed TIF District contains approximately five (5) tax parcels located along the south side of North Avenue adjacent to and west of Schmale Road.

The TIF District contains improved land designated primarily for industrial and commercial purposes.

It has been determined that this TIF Eligibility Report will NOT require a Housing Impact Study, pursuant to the Act. This is because the final boundaries selected by the Village will include no known residential units that could be subject to removal or relocation during the life of the proposed TIF District.

IV. METHODOLOGY OF EVALUATION

In evaluating the TIF District's qualification as a TIF District, the following methodology was utilized:

- 1) Site surveys of the TIF District were undertaken by representatives from Kane, McKenna and Associates, Inc., supplemented with photographic analysis of the sites. Site surveys were completed for each parcel within the proposed TIF District.
- 2) KMA performed EAV trend analysis to ascertain whether EAV growth in the proposed TIF District underperformed relative to EAV growth in the remaining part of the Village.
- 3) KMA conducted evaluations of exterior structures and associated site improvements, noting such conditions as deterioration, and obsolescence. Additionally, KMA reviewed the following data: 2003-2010 tax information from DuPage County and Milton Township, parcel tax maps, site data, local history (discussions with Village staff), and an evaluation of area-wide factors that have affected the area's development (e.g., lack of community planning, inadequate utilities, etc.).
- 4) Existing structures and site conditions were initially surveyed only in the context of checking against statutory criteria detailed in the TIF Act and as applied to structures and site conditions on the parcels.
- 5) The TIF District was examined to assess the applicability of the different factors required for qualification for TIF designation under the Act. Evaluation was made by reviewing the information and determining how each measured when evaluated against the relevant factors. Land within the TIF District was examined to determine the applicability of the thirteen (13) different Conservation Area factors for qualification for TIF designation under the Act.

V. QUALIFICATION FINDINGS FOR PROPOSED TIF DISTRICT

Based upon KMA's evaluation of parcels in the proposed TIF District and analysis of each of the eligibility factors summarized in Section II, the following factors are presented to support qualification of the proposed TIF District as a Conservation Area. The factors are summarized in the table below. These factors are found to be clearly present and reasonably distributed throughout the TIF District, as required under the Act.

Exhibit 2

Summary of Conservation Area Findings

Maximum Possible Factors per Statute	Minimum Factors Needed to Qualify per Statute	Qualifying Factors Present in Proposed TIF District
13	3	5 <ul style="list-style-type: none"> • Obsolescence • Inadequate Utilities • Lack of Community Planning • Deterioration • Excessive Vacancies

Note: In addition to 5 qualifying factors above, the proposed TIF District meets the statutory age threshold of 35 years.

Finding as a Conservation Area. The TIF District is found to qualify as a Conservation Area under the statutory criteria set forth in the TIF Act. As indicated in Section II, KMA performed a two-step assessment, first finding that a majority of parcels within the Conservation Area were over 35 years of age. Based upon County Assessor and site survey data, 5 out of 5 structures (100%) were over 35 years in age.

Conservation Area Factors. As a second step, KMA determined reviewed the criteria needed to qualify an area as a Conservation Area, finding that six factors were present:

- 1) **Obsolescence.** The Act states that obsolescence is the condition or process of falling into disuse or structures that have become ill-suited for their original use. The building located at 520 East North Avenue has been vacant since September, 2009 (and was in the process of reducing occupancy prior to that time). The structure is approximately 290,000 s.f., and was part of the original Container Campus facility. This structure has fallen into disuse. Other structures in the TIF District are over 40 years old and were originally designed as part of the original Container Corporation campus, single use facility. Over the years these facilities have been utilized for separate, different uses (e.g., the former maintenance/garage facility is now a repair/garage). All of the facilities have been reused by other entities.

Newer standards for industrial buildings consistently include higher ceilings and efficiently designed loading/unloading functions as well as coordinated access/egress. The configuration of industrial uses in the RPA appear dated. In addition, industrial building layouts and rear lots have limited access and use in relation to the frontage which is primarily occupied by parking areas or open space.

Overall, these older structures have a disproportionately negative “spill-over” effect on the area given the size of the properties (both the buildings and the associated land areas). Absent private and public sector reinvestment, said conditions may deter other property owners from reinvesting in or adjacent to the RPA. Equalized Assessed Valuation (EAV) of properties has also declined in tax year 2009 and 2010. The physical characteristics of the properties and the condition of infrastructure (see below) indicate that area wide obsolescence is present.

- 2) Inadequate Utilities. The Act states that this factor is present when: “Underground and overhead utilities such as storm sewers and storm drainage, sanitary sewers, water lines and gas, telephone and electrical services that are shown to be inadequate. Inadequate utilities are those that are: (i) of insufficient capacity to serve the uses in the Redevelopment Project Area; (ii) deteriorated, antiquated, obsolete or in disrepair; or (iii) lacking within the Redevelopment Project Area.”

The Village’s staff has identified the following deficiencies in the Study Area:

There are no public roadways located within the TIF District; however, because the five separate parcels were once part of a single corporate campus, there is a network of private roadways within the TIF District. The roadways are two-lane asphalt with curb-and-gutter, and the majority are in fair to good condition; however, there are some areas with no curb-and-gutter, cracking, potholes and base failures, and these are generally in fair to poor condition. One roadway is approximately 1,600 feet in length and extends from a full intersection with North Avenue south to St. Charles Road. A frontage road extends from this north-south road east along North Avenue for approximately 1,500 feet to Schmale Road. An east-west road extends from the south end of the aforementioned north-south road to Schmale Road, a distance of approximately 1,400 feet. In total, there is approximately 4,500 feet of private roadway, in addition to access drives which serve the various buildings within the TIF District. The intersections of the private roadway network with North Avenue and Schmale Road are unsignalized.

Access to the properties in the TIF District is gained by private roadway network, with a full intersection at North Avenue on the north and two full intersections at Schmale Road on the east. In addition, access can be gained from the south and west by travelling through adjacent properties. For the TIF District properties to redevelop, access will need to be improved by providing an additional (right-in-right-out) intersection at North Avenue and signalization at one or more of the intersections at North Avenue and

Schmale Road, as warrants are met. Other improvements are necessary to repair and bring to current standards some sections of pavement within the internal private roadway network.

The underground utilities in this area were constructed in the mid-1960s and are therefore over 40 years old, nearing the end of their useful service life. The sanitary sewer runs along North Avenue, and is 12-inch cast-iron pipe. There is an approximate 175-foot section of this sanitary sewer which runs through the intersection with Schmale Road that is in particularly poor condition. Video inspection conducted in 2007 revealed severe corrosion throughout the entire section. In addition, there is a significant sag in the pipe for approximately seventy-five feet. This section of pipe through the Schmale intersection is clearly past its useful life and is no longer reliable.

The City has been replacing small sections of the water main and sanitary sewers as they break or collapse. The City's Public Works Department has reported an average of 3 to 5 major water main breaks per year due to the old corroded pipe. The water main is cast iron pipe and the sanitary sewer is clay; both materials are no longer used respectively in modern construction because they are brittle materials that have a tendency to break sooner and more often than modern ductile iron and pvc materials. Due to its age, condition and layout a completely new water main and sanitary sewer system would need to be constructed to serve the redevelopment. The overall age and condition dictate the construction of completely new water and sanitary sewer systems to sever the buildings in the TIF District.

Like the water main and sanitary sewer, the existing storm sewer system was constructed over 40 years ago. Although there have been some improvements made to the storm water management system, the most recent occurring in 2006 with the McKesson expansion (parcel 05-04-101-016), almost all of the facilities are obsolete or ineffective. Aside from the McKesson expansion improvements, the existing storm water management system was primarily constructed prior to DuPage County and Village storm water management requirements. The existing detention basin located at the southwest corner of parcel 05-04-100-006 is overgrown with vegetation, poorly maintained, significantly undersized and therefore largely ineffective.

Presently there are no plans or layouts for redevelopment to delineate which storm water management facilities would require repair, rehabilitation, reconstruction or new installation. However, given that most of the existing facilities are in poor condition, obsolete, ineffective or possibly not conducive to a redevelopment plan, it is assumed that an entire new storm water management system will be required.

- 3) Lack of Community Planning. The Act states that if the Redevelopment Project Area was developed prior to or without the benefit or guidance of a community plan, this factor is present. If the area developed prior to the adoption by the municipality of a comprehensive or other community plan, or if that plan was not followed at the time of the area's development, these facts can serve as a basis for this funding. This factor must

be documented by evidence of adverse or incompatible land-use relationships, inadequate street layout, improper subdivision, parcels of inadequate shape and size to meet contemporary development standards or other evidence demonstrating an absence of effective community planning

The deficiencies in terms of stormwater management, coordinated access/egress, and parking have not been corrected on an area-wide basis.

Internal traffic circulation and North Avenue connection are primary challenge to coordinating future land-use and promoting redevelopment. There is an absence of internal roads and/or frontage roads that would connect stand-alone businesses along North Avenue. North Avenue includes a median and limits access/egress options. Other issues relating to access/egress (such as the number of curb cuts on major arterials) and truck traffic routing also require coordination by the Village as part of redevelopment efforts.

When the properties in the TIF District were first developed in the 1960s, they followed a trend of campus-like corporate headquarters that established the tone for development along North Avenue in Carol Stream. The community standards established in the 1960s for the North Avenue corridor reflect the deep frontages and extensive landscaping intended to create the desired image for this gateway to the Village. Recently, the properties have become less viable to businesses, and the outdated buildings no longer serve to adequately convey the image of high-quality development, nor do they present the desirable impression as a gateway to the community. While there are minimal zoning nonconformities with respect to the current bulk standards for the TIF District, the uses of the properties have become a challenge. The properties at the northeast end of the TIF District have been vacant for over two years, with few businesses interested in taking on the substantial cost of necessary building improvements or reconstruction.

- 4) Deterioration. The Act defines deterioration as the physical decline of surface improvements, primary building components, and secondary buildings components such as doors, windows, porches or gutters. With respect to surface improvements, deterioration is determined by the condition of roadways, alleys, curbs, gutters, sidewalks, off-street parking and surface storage areas (including but not limited to surface cracking, crumbling, potholes, depressions, loose paving material and weeds protruding through paved surfaces).

Deterioration is primarily observed among the surface improvements including parking lots and internal roadways. Parking lots adjacent to buildings have widespread cracking as well as potholes and depressions. Because parking lots constitute a much larger percentage of overall land use than in other areas of the RPA, the parking lots, in combination with the lack of landscaping and screens discussed above, have a negative aesthetic impact on the properties.

Secondary evidence of deterioration was observed among certain buildings components, mainly loading areas.

- 5) Excessive Vacancies. The Act states that this factor is present if there is “the presence of buildings that are unoccupied or underutilized, and represent an adverse influence on the area because of the frequency extent, or duration of the vacancies.

The 520 E. North Avenue building consisting of approximately 290,000 s.f. represents almost 36% of building square footage in the TIF District (total of 809,000 s.f. based on township data). The extended period of vacancy – since September, 2009, and the prominent location - along both North Avenue and Schmale Road – support this finding. In addition, two other structures (an addition to the 520 E. North Avenue building and a former service station) were demolished and have not been replaced.

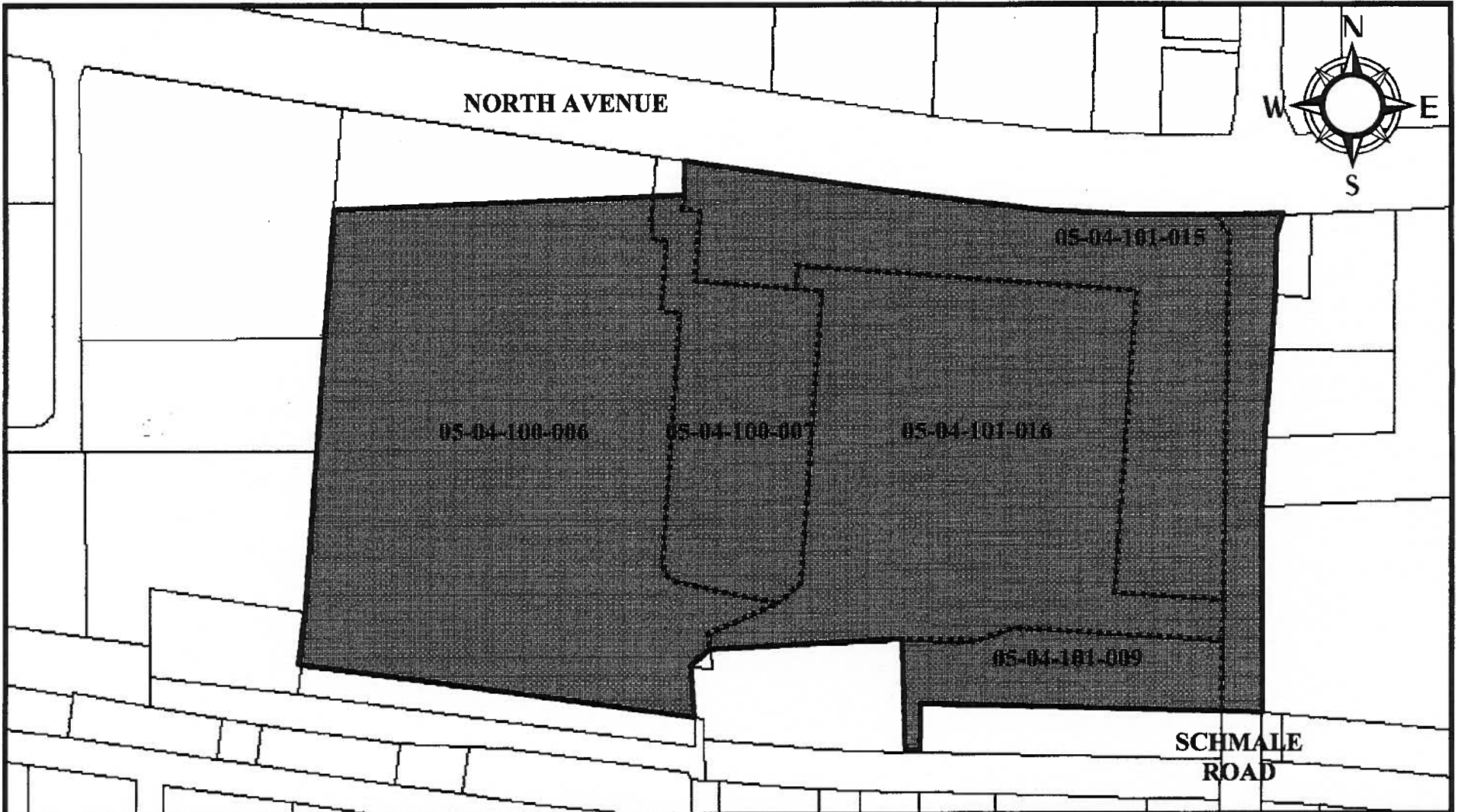
VI. SUMMARY OF FINDINGS / GENERAL ASSESSMENT OF QUALIFICATION

The following is a summary of relevant qualification findings as it relates to the Village's designation of the proposed TIF District.

1. The area is contiguous and is greater than 1½ acres in size;
2. The RPA will qualify as a Conservation Area. Further, the Conservation Area factors found in the RPA are present to a meaningful extent and are distributed throughout the area. A more detailed analysis of the qualification findings is outlined in Section V of this report;
3. All property in the area would substantially benefit by the proposed redevelopment project improvements;
4. The sound growth of taxing districts applicable to the area, including the Village, has been impaired by the factors found present in the area; and
5. The area would not be subject to redevelopment without the investment of public funds, including property tax increments.

In the judgment of KMA, these findings provide the Village with sufficient justification to consider designation of the TIF District for inclusion within the proposed TIF District.

EXHIBIT A
Boundary Map



LEGEND

TIF Parcel 

North Avenue & Schmale Road TIF District Map

Prepared by Department
of Engineering Services
August 23, 2011

AGENDA ITEM

J-3 9-6-11

Village of Carol Stream Interdepartmental Memo

DATE: August 31, 2011
TO: Board of Trustees
FROM: Frank Saverino, Sr., Mayor *OKFS*
RE: Plan Commission/Zoning Board of Appeals Appointments

Two vacancies currently exist on the Plan Commission/Zoning Board of Appeals. I am requesting your concurrence with the appointments of James Joseph and David Creighton. Mr. Joseph will fill the unexpired term of David Hennessey until October 31, 2011 and be appointed to a five-year term beginning November 1, 2011 and expiring October 31, 2016. Mr. Creighton will be appointed to fill the unexpired term of Timothy McNally until October 31, 2014.

cc: James Joseph
David Creighton

AGENDA ITEM

J-4 9-6-11

Village of Carol Stream Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

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

DATE: August 31, 2011

RE: **Agenda Item for the Village Board Meeting of September 6, 2011
- Western DuPage Special Recreation Association Request for
Waiver of Building Permit Fees**

PURPOSE

The purpose of this memorandum is to coordinate with the Village Board a request from the Western DuPage Special Recreation Association (WDSRA) for the waiver of building permit fees associated with improvements to their property at 116 N. Schmale Road.

DISCUSSION

WDSRA is planning to construct a storage shed and a new building entrance canopy at their building on Schmale Road. The new storage shed is to be done as part of an Eagle Scout project by a local resident. Attached is a copy of letter from Sandra Gbur, Executive Director of WDSRA, requesting the waiver of permit fees for the two projects. 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. We expect the permit fees to be less than \$400.00, and we expect no pass-through costs.

RECOMMENDATION

WDSRA'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 projects specified in Ms. Gbur's letter dated August 29, 2011, with the exception of "pass-through" or "out-of-pocket" costs.

RJG:bg

C: Curtis Lease, WDSRA

t:\village board permit fee waivers\wdsra fee waiver 1.doc



Western DuPage Special Recreation Association

Sandra J. Gbur
Executive Director

116 N. Schmale Rd.
Carol Stream
Illinois 60188

630.681.0962 phone
630.681.1262 fax
www.wdsra.com

August 29th, 2011

RE: Permit Fees

Joseph Breinig
Village Manager
500 N Gary Ave
Carol Stream, IL 60188

We are currently planning two projects at the WDSRA office. These include: Building a storage shed and placing it in our parking lot and constructing a new canopied entrance to our building.

As an extension of the Carol Stream Park District, we are requesting that the permit fees for these projects be waived.

Thank you for your consideration,

Sandra J. Gbur
Executive Director, WDSRA

Serving:

Bloomingtondale

Carol Stream

Glen Ellyn

Naperville

Roselle

Warrenville

West Chicago

Wheaton


Winfield

AGENDA ITEM

J-5 9-6-11

Village of Carol Stream Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

FROM: Robert J. Glees, Community Development Director 

DATE: August 31, 2011

RE: **Agenda Item for the Village Board Meeting of September 6, 2011
- DuPage County Department of Community Services Request
for Waiver of Building Permit Fees**

PURPOSE

The purpose of this memorandum is to coordinate with the Village Board a request from the DuPage County Department of Community Services for the waiver of building permit fees associated with improvements to the property at 143 Thunderbird Trail.

DISCUSSION

Recall that Community Development and Social Services staff have been working with the property owner at 143 Thunderbird Trail, and the DuPage County Department of Community Services, to bring about improvements to the property in order to abate Property Maintenance Code violations and address safety concerns for the owner, an elderly lady. The county has approved assistance funding for the improvements and has assigned a project manager to the case, and is in the process of preparing permit applications and seeking bids from contractors.

Attached is a copy of letter from Mike King, Neighborhood Stabilization Program Manager, requesting the waiver of permit fees for the work, which includes replacement of the roof, windows and door, new siding, and electrical improvements. (Preliminary scope of work attached.) We expect the work to take place this fall. 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.

Based on the preliminary scope of work provided by the county and reviewed by staff, we expect the permit fees to be approximately \$224.00, and we expect no pass-through costs.

RECOMMENDATION

The county'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 improvement project specified in Mr. King's letter dated August 30, 2011, with the exception of "pass-through" or "out-of-pocket" costs.

RJG:bg

C: Kathleen McNamara

Mike King, Neighborhood Stabilization Program Manager, DuPage County
Department of Community Services

t:\village board permit fee waivers\dupage county fee waiver 1.doc



DuPage County

DAN CRONIN

COUNTY BOARD CHAIRMAN

DEPARTMENT OF COMMUNITY SERVICES

COMMUNITY
DEVELOPMENT
(630) 407-6600

HISTORICAL
MUSEUM
(630) 682-7343

HUMAN
SERVICES
(630) 407-6500

PSYCHOLOGICAL
SERVICES
(630) 407-6400

8/30/11

Carol Stream Village Board
Village of Carol Stream
500 N. Gary Ave.
Carol Stream, IL 60188

Re: Resident Mildred Lopez's remodeling project

Dear Village Board members,

DuPage County is performing remodeling work on village resident Mildred Lopez's home: 143 Thunderbird Trail.

This work is being done to rectify code violations and health and safety issues in the home.

DuPage County is requesting that the permit fees for this project be waived in order to apply that money to other rehab items in the home.

Thank you for your consideration of this matter.

Please don't hesitate to call me if you have any questions.

Regards,

Mike King
Weatherization, Single Family Rehab
Neighborhood Stabilization Program
Manager
DuPage County Community Services
421 N. County Farm Road
Wheaton, IL 60187
Off. 630-407-6463
mike.king@dupageco.org

E-mail: csprograms@dupageco.org

JACK T. KNUEPFER CENTER

• 421 N. COUNTY FARM ROAD •

WHEATON, IL 60187

**PROJECT SCOPE FOR DUPAGE COUNTY SINGLE FAMILY REHAB PROGRAM -
#1620 MILDRED LOPEZ**

ROOF:

1. Rebuild rotted rafter tails, as necessary.
2. Remove and dispose of all roofing & defective sheathing.
3. Replace damaged sheathing as necessary using pine board or CDX plywood of matching thickness.
4. Apply 15-lb felt underlayment.
5. Install preformed aluminum drip edge and vent pipe boots. Install mushroom vents as per local code.
6. Remove existing metal chimney and install a new metal chimney.
7. Install an asphalt 3-tab shingle with a 25-yr warranty.
8. Replace all flashing.
9. Remove and re-install TV antenna.
10. Install ice and water shield as per local code.
11. The client will choose style and color of shingle.

SOFFIT & FASCIA:

12. Remove the rotted soffit and fascia and install new vinyl soffit and fascia with soffit vents.

ELECTRIC:

13. Upgrade the electrical system including replacing the panel and installing circuit breakers, and replacing the mast-head, if necessary.
14. Remove front post light.
15. Replace front coach light and rear service light.

FRONT STOOP AND STEPS:

16. Remove front stoop and steps.
17. Install new concrete front stoop and steps with iron railings.

WINDOWS:

18. Demo, haul and replace approximately 13 double-hung wood windows.
19. Furnish and install vinyl double-hung windows, including: full screen, caulk, insulation, interior and exterior trim. Paint trim if necessary.
20. The new windows that are furnished and installed by the contractor must be *Low E Energy Star* rated with a U Factor of 0.30 or below.
21. The contractor also must supply manufacturer's specs with the bid for the windows.

DOORS:

22. Remove the garage overhead door. Remove garage door opener. Install a new door and door opener. Wrap trim in vinyl. Paint as necessary.
23. Remove the garage service door, jamb and trim. Install new garage service door, jamb and trim. Paint, as necessary. Client to choose style of door.
24. Remove the front door, jamb and trim.
25. Install new front door, jamb and trim. Paint, as necessary.
26. Client to choose style of door.

SIDING:

27. Cover the existing wood siding with vinyl clapboard siding, including all cornice, corner, door and window trim.
28. Wrap home with tyvek vapor/ infiltration barrier and apply owner's choice of siding color, exposure and texture with 50-year warranty.

GUTTERS AND DOWNSPOUTS:

29. Remove the gutters and downspouts.
30. Install new seamless, 5-inch, white aluminum gutters and standard 3-inch by 2-inch downspouts.

NOTE: The exterior of the window sashes and trim, exterior doors and trim, wood siding and downspouts all, contain lead paint. The removal, renovation and/or installation of these items must be performed by a certified Lead Safe Remodeler and lead safe practices must be followed.

AGENDA ITEM

J-6 9-6-11

Village of Carol Stream **Interdepartmental Memo**

TO: Joseph Breinig, Village Manager
FROM: Ann Delort - Secretary *AD*
DATE: August 25, 2011
RE: **Outreach Community Center -
Sound Amplification Permit Application**

The Outreach Community Center in Carol Stream is having an outdoor community event - Fiesta Latina - on Friday, September 16, 2011. This event, which celebrates Hispanic Heritage month, will be held at the Outreach Community Center parking lot from 6:00 pm to 9:30 pm.

They have applied for an amplification permit for this event and respectively request a waiver of the \$25 amplification fee. A copy of the application and waiver request letter is attached for your review.

Please include this on the agenda for the September 6, 2011 board meeting. Thank you.

Attachment

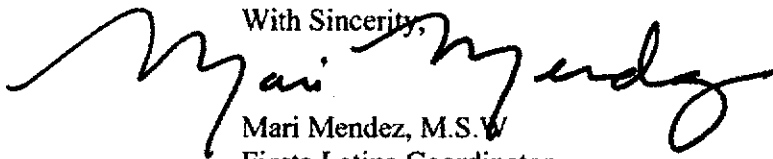
August 23, 2011

Dear Ms. Terri Davis,

The Outreach Community Center (OCC), located in southeast Carol Stream, is very excited to be hosting its **6th Fiesta Latina** celebrating *Hispanic Heritage Month*. The event is scheduled for Friday, September 16th 2011, from 6:00 p.m. to 9:00 p.m. at Outreach Community Center located at 345 S. President St. in Carol Stream, IL. This festive evening is a wonderful celebration of the neighborhood and serves as a great way to promote community attachment and responsibility, highlighting the strengths of Latin culture, while also encouraging non-Hispanic residents to join in the fun. The Outreach Community Center hopes this event will also encourage positive relationship building between local businesses, organizations, and the residents.

Because we are a non-for profit organization, we are asking for a fee waiver of your \$25.00 fee for the sound amplifier permit. Please take our application into consideration and we thank you for your time.

With Sincerity,



Mari Mendez, M.S.W.
Fiesta Latina Coordinator
Outreach Community Center
345 S. President St.
Carol Stream, IL. 60188
630-260-7600
mmendez@outreachcommmin.com



Village of Carol Stream

Sound Amplifier Permit Application



Please thoroughly read the attached local Sound Amplification Ordinance that details the permit procedures and guidelines for use of a sound amplification device.

Applicant Name: Mari Mendez

Applicant Address: 345 S. President
Carol Stream, IL 60188

Applicant Phone #: (630) 260-7600 Applicant e-Mail: mmendez@outreachcomm.com

Organization Name: Outreach Community Center

Organization Address: 345 S. President
Carol Stream, IL 60188

Organization Phone #: (630) 260-7600 Organization e-Mail: _____

Address Where Sound Amplifier Device Will Be Used:

345 S. President, Carol Stream, IL
(parking lot)

Description Of Purpose Or Event Where Sound Amplifier Device Will Be Used:

Community Fiesta Latina to celebrate
Hispanic Heritage Month

Dates/Times For Which Use Of Sound Amplifier Device Is Requested:

September 16th, 2011
5 p.m. til dusk.

PERMIT FEE: \$25/day when used at a fixed location or in a moving vehicle.

Please return completed permit application and fee payment(s) to:

Village Manager's Office
Village of Carol Stream
500 N. Gary Avenue
Carol Stream, IL. 60188-1899
(630) 871- 6250


confirmed with Mari Mendez on 8/25/11 - the actual event starts at 6pm. The 5pm time is for set up + testing. Ann

AGENDA ITEM

J-7 9-6-11

Village of Carol Stream Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

FROM: Jamie Grant, Secretary, Administration Dept. 

DATE: August 30, 2011

RE: Spring Trail Elementary School PTO
Request for Waiver of Fee for Sound Amplification Permit

Spring Trail Elementary School PTO has submitted an application for a sound amplification permit. They will be hosting a 5K Run on Sunday, October 23, 2011 at Bierman Park from 7:00 am to 12:00 pm and will be using a PA system from 10:15 am - 12:00 pm.

Attached is a letter from the school requesting a waiver of the \$25 fee in connection with the amplification permit. Both the school and the PTO are non-profits organizations.

Please place this on the agenda for the Tuesday, September 6, 2011 Board Meeting for the Board's review and consideration. Thank you.

Attachment

*Spring Trail Elementary School PTO
1384 Spring Valley Dr.
Carol Stream, IL 60188
www.springtrailpto.org*



August 30, 2011

Village Manager's Office
Village of Carol Stream
500 N. Gary Avenue
Carol Stream, IL. 60188-1899

To Whom It May Concern:

Enclosed is an application for a Sound Amplifier Permit for Spring Trail Elementary School on October 23, 2011. The Spring Trail Elementary PTO is hosting a Tiger Trot 5K fundraiser around Bierman Park on Woodlake Dr; and we hope to have a announcements and music at the event.

The purpose of this family and community fundraising event is to allow families to promote health awareness in the school and to raise funds to enrich the learning environment at Spring Trail Elementary via the Spring Trail PTO's 5K.

If possible, we would like to ask that the \$25 permit fee be waived due to the fact that both the school and the PTO are non-profit organizations. If needed the PTO's 501 (c)(3) status TIN is 26-2676367.

We appreciate your time in reviewing our application for the Sound Amplifier Permit. If you have any questions feel free to contact me at 630.253.2484.

With Sincerest Appreciation,

A handwritten signature in cursive script that reads "Tricia Weithofer".

Tricia Weithofer
PTO President
Spring Trail Elementary School
1384 Spring Valley Drive
Carol Stream, IL 60188



Village of Carol Stream

Sound Amplifier Permit Application



Please thoroughly read the attached local Sound Amplification Ordinance that details the permit procedures and guidelines for use of a sound amplification device.

Applicant Name: MONICA BAKOS / Spring Trail PTO

Applicant Address: 1261 Spring Valley Drive, Carol Stream, IL 60188
(C) 1384 Spring Valley Dr

Applicant Phone #: (630) 930 - 2179 Applicant e-Mail: monica.bakos@gmail.com

Organization Name: Spring Trail PTO - Spring Trail Elementary

Organization Address: 1384 Spring Valley Drive
Carol Stream, IL 60188

Organization Phone #: (630) 213 - 6230 Organization e-Mail: SpringTrail.PTO

Address Where Sound Amplifier Device Will Be Used:
Bierman Park, Woodlake Drive, Carol Stream

Description Of Purpose Or Event Where Sound Amplifier Device Will Be Used:

5k Run benefiting students of Spring Trail Elementary
P.A. System

Dates/Times For Which Use Of Sound Amplifier Device Is Requested:

Sunday, October 23rd, ~~10:00-12:00pm~~ 10:15-12:00pm ^{PM}

PERMIT FEE:

\$25/day when used at a fixed location or in a moving vehicle.
 Please return completed permit application and fee payment(s) to:

Village Manager's Office
 Village of Carol Stream
 500 N. Gary Avenue
 Carol Stream, IL. 60188-1899
 (630) 871-6250

AGENDA ITEM

J-8 9-6-11

Village of Carol Stream Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager
FROM: Ann Delort, Secretary *AD*
DATE: August 19, 2011
RE: Carol Stream Rotary Club – Fido Fun 3K Walk
Raffle License Approval and Fee Waiver Request

The Carol Stream Rotary Club seeks permission to sell raffle tickets and conduct a raffle drawing on Sunday, September 18, 2011, at the Fido Fun Walk in conjunction with the Carol Stream Park District's Barks event. The application for a Class A raffle license (aggregate value of prizes not to exceed \$500) along with a current bond have been submitted and are available for viewing in the Clerk's office.

The Rotary Club has also submitted the attached letter respectively requesting a waiver of the license fee in accordance with Article 5, Section 10-5-6 of the Village Code that states, "All raffle license fees waived for non-profit organizations since 1990 shall automatically be waived in subsequent years...".

Please include this request for approval of the raffle license and waiver of fee on the September 6, 2011 agenda for the Village Board's review and consideration. Thank you.

ad
Attachment

Robert A. McNees & Associates

ATTORNEYS AT LAW

Robert A. McNees

Steven M. Kudulis

August 17, 2011

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

RE: Carol Stream Rotary Club
Fido Fun 3k Walk Raffle

Dear Trustees:

Enclosed please find the Raffle License Application for the Fido Fun 3k Walk Raffle to be held September 18, 2011. As in past years, we would appreciate it if the Village would waive its license fees in connection with the raffle.

The funds raised will be donated to Rotary charitable causes.

Our renewal bond was previously filed with the Village.

Thank you for your anticipated cooperation and assistance in this matter.

Very truly yours,

Robert A. McNees & Associates

By: _____

Robert A. McNees

RAM/cj

Enc.

VILLAGE OF CAROL STREAM SCHEDULE OF BILLS

September 6, 2011

AGENDA ITEM

K-1 9-6-11

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>		<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
AT & T						
SERV FRM AUG 16-SEPT 15	415.41	01652800	52230	TELEPHONE	630z57651908	
	<u>415.41</u>					
AMERICAN ROAD MAINTENANCE						
2011 ASPHALT REJ PHASE I & II	7,338.17	01	21344	RETAINAGE AMERICAN ROAD M	M14714	20120011
	93,807.75	01670500	52286	PAVEMENT RESTORATION	M14714	20120011
	<u>101,145.92</u>					
B & F TECHNICAL CODE						
BLDG PLAN RVW 899 CAROL CT	808.56	01643700	52253	CONSULTANT	33566	20120007
BLDG PLN RVW 139 E FULLERTON	886.50	01643700	52253	CONSULTANT	33565	20120007
BUILDING PLAN RVW 640 KIMBERLY	600.00	01643700	52253	CONSULTANT	33523	20120007
	<u>2,295.06</u>					
BAXTER & WOODMAN INC						
S W AREA WTR MAIN EXT.	6,195.00	04201600	54480	CONSTRUCTION	0158133	20120042
	<u>6,195.00</u>					
BURKE LLC						
UNDERGROUND CONDUIT,WIRING	7,740.70	11	21445	RETAINAGE BURKE LLC	PAYMENT #2 FINAL	20120039
	27,398.00	11740000	55487	FACILITY CAPITAL IMPROVEME	PAYMENT #2 FINAL	20120039
	<u>35,138.70</u>					
C S FIRE PROTECTION DISTRICT						
PERMITS-JUNE/JULY 2011	7,735.11	01	24416	DEPOSIT-FIRE DISTRICT PERMI	JUNE/JULY 2011	
	<u>7,735.11</u>					
C S PARK DISTRICT						
DEVELOPER DONATIONS JULY 2011	7,800.00	01	24403	DEPOSIT-PARK DIST DEV CON1	JULY 2011	
	<u>7,800.00</u>					
C S PUBLIC LIBRARY						
DEVELOPER DONATIONS JUNE/JULY 2011	864.66	01	24401	DEPOSIT-LIBRARY DEVEL CON	JUNE/JULY 2011	
	<u>864.66</u>					
CALL ONE						
SERV FRM 07/15 THRU 08/14	414.98	04101500	52230	TELEPHONE	1010-6641 8/15/11	
SERV FRM 07/15 THRU 08/14	2,403.70	04201600	52230	TELEPHONE	1010-6641 8/15/11	
SERV FRM 07/15 THRU 08/14	2,851.58	01650100	52230	TELEPHONE	1010-6641 8/15/11	
	<u>5,670.26</u>					

CHRISTOPHER B BURKE ENGR LTD

WEED CONTRL SERV JUNE 26-JUL 30 2011	1,813.16	01621300	52253	CONSULTANT	101681	20120047
	<u>1,813.16</u>					

CITY COMMUNICATIONS INC

ANNL FIRE ALARM SRV CALL PWKS/KUHN	199.00	01670400	52244	MAINTENANCE & REPAIR	30146	
	<u>199.00</u>					

COBAN RESEARCH & TECHNOLOGIES INC

CAR CAMERA SYSTEM	250.00	01660100	52255	SOFTWARE MAINTENANCE	3306	20120041
CAR CAMERA SYSTEM	250.00	01662300	52255	SOFTWARE MAINTENANCE	3306	20120041
CAR CAMERA SYSTEM	2,250.00	01662700	52255	SOFTWARE MAINTENANCE	3306	20120041
CAR CAMERA SYSTEM	5,010.00	01660100	54412	OTHER EQUIPMENT	3306	20120041
CAR CAMERA SYSTEM	5,010.00	01662300	54412	OTHER EQUIPMENT	3306	20120041
CAR CAMERA SYSTEM	45,090.00	01662700	54412	OTHER EQUIPMENT	3306	20120041
	<u>57,860.00</u>					

COMED

SERV 07/22 - 8/19 2011	132.92	01670600	52248	ELECTRICITY	0803155026AUG/11	
SERV 7/21 - 8/19 2011	99.59	06320000	52248	ELECTRICITY	1353117013AUG/11	
SERV 7/21 - 8/19	88.61	06320000	52248	ELECTRICITY	6597112015AUG/11	
SERV 7/22 - 8/19	191.10	01670600	52248	ELECTRICITY	1865134015AUG/11	
SERV FRM 07/22 THRU 08/22	20.02	06320000	52248	ELECTRICITY	1603109101AUG	
SERV FRM 7/11 - 8/10	63.27	01670600	52248	ELECTRICITY	6827721000 AUG	
SERV FRM 7/19 THRU 8/19	33.49	04201600	52248	ELECTRICITY	2514004009AUG/11	
SERV FRM 7/20 - 08/22	16.85	01670600	52248	ELECTRICITY	4483019016AUG11	
SERV FRM 7/20 - 8/19	615.26	04201600	52248	ELECTRICITY	0300009027AUG/11	
SERV FRM 7/20 THRU 8/19	271.87	06320000	52248	ELECTRICITY	6213120002AUG/11	
SERV FRM 7/20 THRU 8/19	412.42	04101500	52248	ELECTRICITY	2496057000AUG/11	
SERV FRM 7/20 THRU 8/22	16.60	01670600	52248	ELECTRICITY	4483019016AUG	
SERV FRM 7/21 THRU 8/19	34.49	01662300	52298	ATLE SERVICE FEE	4202129060AUG	
SERV FRM 7/21 THRU 8/19	71.04	06320000	52248	ELECTRICITY	0030086009AUG/11	
SERV FRM 7/21 THRU 8/19	85.37	06320000	52248	ELECTRICITY	3153036011AUG/11	
SERV FRM 7/21 THRU 8/19	131.03	06320000	52248	ELECTRICITY	6675448009AUG/11	
SERV FRM 7/21 THRU 8/19	143.28	01670600	52248	ELECTRICITY	6337409002AUG/11	
SERV FRM 7/22 - 8/19	47.07	04101500	52248	ELECTRICITY	2073133107AUG/11	
SERV FRM 7/22 - 8/22	13.41	06320000	52248	ELECTRICITY	7219135017AUG/11	
SERV FRM 7/22 THRU 8/22	13.41	06320000	52248	ELECTRICITY	7219135017AUG	
SERV FRM 7/25 - 8/22	82.16	04101500	52248	ELECTRICITY	0291093117AUG/11	
SERV FRM 7/25 - 8/24	225.57	01670600	52248	ELECTRICITY	5838596003AUG/11	
	<u>2,808.83</u>					

COMMUNITY CONSOLIDATED SCHOOL #93

DONATIONS JULY 2011	1,350.00	01	24411	DEPOSIT SCHOOL D93 CASH	JULY 2011	
	<u>1,350.00</u>					

DAVID G BAKER

VLG BOARD MTG 08/15/11	105.00	01650100	52253	CONSULTANT	081511	
	<u>105.00</u>					

DISCOVERY BENEFITS

FLEX ADMIN - AUGUST 2011	230.00	01600000	52273	EMPLOYEE SERVICES	262547
	<u>230.00</u>				

DUPAGE COUNTY CLERK

NOTARY COMM RNWL RECORDING	10.00	01662600	52234	DUES & SUBSCRIPTIONS	LISA LAKE
	<u>10.00</u>				

EXELON ENERGY INC

SERV FRM 06/21 - 07/20 2011	1,387.94	06320000	52248	ELECTRICITY	200214600130JULY
SERV FRM 06/22 - 07/20 2011	2,979.99	04201600	52248	ELECTRICITY	100431200210 JULY
SERV FRM 07/12 - 08/09	681.52	04101500	52248	ELECTRICITY	100431100220
SERV FRM 07/20 - 8/18	2,566.45	04201600	52248	ELECTRICITY	100559500220
SERV FRM 7/21 - 8/18	1,501.90	06320000	52248	ELECTRICITY	200214600140
SERV FRM 7/21 - 8/21	2,103.50	04201600	52248	ELECTRICITY	100431200220
	<u>11,221.30</u>				

FEDEX

INV SUMMARY AUG 24 2011	34.83	01650100	52229	POSTAGE	7-606-35446
	<u>34.83</u>				

FEECE OIL CO

E85 FUEL	5,845.79	01696200	53356	GAS PURCHASED	3181573
GAS	13,430.84	01696200	53356	GAS PURCHASED	3180775
	<u>19,276.63</u>				

GLEN ELLYN DISTRICT #41

DONATIONS JUNE 2011	3,677.00	01	24417	DEPOSIT-SCHOOL #41	JUNE 2011
	<u>3,677.00</u>				

GLEN ELLYN PARK DISTRICT

DONATIONS JUNE 2011	5,382.52	01	24403	DEPOSIT-PARK DIST DEV CONT	JUNE 2011
	<u>5,382.52</u>				

GLENBARD NORTH HIGH #87

DONATIONS JUNE/JULY 2011	1,425.00	01	24408	DEPOSIT SCHOOL 87 CASH	JUNE/JULY 2011
	<u>1,425.00</u>				

IPELRA

REGIS FOR 2011 ANNL CONFERENCE	375.00	01600000	52223	TRAINING	OCT 23-26 REBHOLZ
	<u>375.00</u>				

IMPACT NETWORKNG LLC

INV PERIOD 08/06 - 09/06 2011	658.93	01652800	52226	OFFICE EQUIPMENT MAINTENA	110272 1
	<u>658.93</u>				

JAMES LUCAS

MEALS PER DIEM TRNG J LUCAS	536.00	01662700	52223	TRAINING	9/11-23 2011
	<u>536.00</u>				

JAMES RHODES

REIMBURSEMENT FOR ADDTL CLS COST	90.23	11740000	55488	STORMWATER UTILITIES	376 ILLINI DR
	<u>90.23</u>				

JED A & KATHERINE E FORTUNA

REIMB 2010 REAL EST TAXES	1,436.53	11	24233	REAL ESTATE TAX ESCROW - 5	510 N SILVERLEAF
	<u>1,436.53</u>				

JOHN G & CLAUDINE D VENT

REIMB 2010 REAL EST TAXES	1,919.01	11	24235	REAL ESTATE TAX ESCROW-37	376 ILLINI
	<u>1,919.01</u>				

MCMAHON, BALDWIN & ASSOCIATES

EASEMENT APPRAISAL FOR SW WTR MN PRC	750.00	04200100	54480	CONSTRUCTION	11071106
	<u>750.00</u>				

MICHAEL ZOCHERT

HEMA CONF MEALS PER DIEM	116.00	01664700	52223	TRAINING	9/6-8, 2011 TRNG
	<u>116.00</u>				

MORONI LAW OFFICES

LEGAL SERV'S FOR JULY 2011	2,260.00	01570000	52235	LEGAL FEES-PROSECUTION	JULY 2011
	<u>2,260.00</u>				

NEXTEL COMMUNICATIONS

SERV FRM 06/24 - 07/23	-5.35	01650100	52230	TELEPHONE	760300514-115
SERV FRM 06/24 - 07/23	24.75	01650100	52230	TELEPHONE	760300514-115
SERV FRM 06/24 - 07/23	27.04	01642100	52230	TELEPHONE	760300514-115
SERV FRM 06/24 - 07/23	27.04	01643700	52230	TELEPHONE	760300514-115
SERV FRM 06/24 - 07/23	27.04	01662500	52230	TELEPHONE	760300514-115
SERV FRM 06/24 - 07/23	54.08	01680000	52230	TELEPHONE	760300514-115
SERV FRM 06/24 - 07/23	60.72	01600000	52230	TELEPHONE	760300514-115
SERV FRM 06/24 - 07/23	60.72	01610100	52230	TELEPHONE	760300514-115
SERV FRM 06/24 - 07/23	60.72	04200100	52230	TELEPHONE	760300514-115
SERV FRM 06/24 - 07/23	78.37	01622200	52230	TELEPHONE	760300514-115
SERV FRM 06/24 - 07/23	110.48	01664700	52230	TELEPHONE	760300514-115
SERV FRM 06/24 - 07/23	114.80	01662300	52230	TELEPHONE	760300514-115
SERV FRM 06/24 - 07/23	117.55	01620100	52230	TELEPHONE	760300514-115
SERV FRM 06/24 - 07/23	121.44	01652800	52230	TELEPHONE	760300514-115
SERV FRM 06/24 - 07/23	141.84	01662700	52230	TELEPHONE	760300514-115
SERV FRM 06/24 - 07/23	170.98	04201600	52230	TELEPHONE	760300514-115
SERV FRM 06/24 - 07/23	172.47	01662400	52230	TELEPHONE	760300514-115
SERV FRM 06/24 - 07/23	179.27	01650100	52230	TELEPHONE	760300514-115
SERV FRM 06/24 - 07/23	209.20	01670100	52230	TELEPHONE	760300514-115
SERV FRM 06/24 - 07/23	296.96	01660100	52230	TELEPHONE	760300514-115
SERV FRM 06/24 THRU 07/23	17.00	01650100	52230	TELEPHONE	760300514-114
SERV FRM 06/24 THRU 07/23	27.04	01642100	52230	TELEPHONE	760300514-114
SERV FRM 06/24 THRU 07/23	27.04	01643700	52230	TELEPHONE	760300514-114
SERV FRM 06/24 THRU 07/23	27.04	01662500	52230	TELEPHONE	760300514-114

SERV FRM 06/24 THRU 07/23	54.04	01680000	52230	TELEPHONE	760300514-114
SERV FRM 06/24 THRU 07/23	61.05	01600000	52230	TELEPHONE	760300514-114
SERV FRM 06/24 THRU 07/23	61.05	01610100	52230	TELEPHONE	760300514-114
SERV FRM 06/24 THRU 07/23	78.50	01622200	52230	TELEPHONE	760300514-114
SERV FRM 06/24 THRU 07/23	81.54	04200100	52230	TELEPHONE	760300514-114
SERV FRM 06/24 THRU 07/23	99.99	04200100	52230	TELEPHONE	760300514-114
SERV FRM 06/24 THRU 07/23	108.10	01664700	52230	TELEPHONE	760300514-114
SERV FRM 06/24 THRU 07/23	115.13	01662300	52230	TELEPHONE	760300514-114
SERV FRM 06/24 THRU 07/23	117.75	01620100	52230	TELEPHONE	760300514-114
SERV FRM 06/24 THRU 07/23	122.10	01652800	52230	TELEPHONE	760300514-114
SERV FRM 06/24 THRU 07/23	142.17	01662700	52230	TELEPHONE	760300514-114
SERV FRM 06/24 THRU 07/23	162.24	01662400	52230	TELEPHONE	760300514-114
SERV FRM 06/24 THRU 07/23	168.25	04201600	52230	TELEPHONE	760300514-114
SERV FRM 06/24 THRU 07/23	183.15	01650100	52230	TELEPHONE	760300514-114
SERV FRM 06/24 THRU 07/23	210.19	01670100	52230	TELEPHONE	760300514-114
SERV FRM 06/24 THRU 07/23	298.28	01660100	52230	TELEPHONE	760300514-114

4,211.77

NICOR GAS

SERV FRM 06/07 THRU 07/08 2011	24.63	04201600	52277	HEATING GAS	13 81 12 1000 7JUN
SERV FRM 07/11 THRU 08/10	80.37	04101500	52277	HEATING GAS	86 60 60 1117 8JUL11
SERV FRM 7/27 -8/26	39.70	04101500	52277	HEATING GAS	14-30-94-7020 2AUG11

144.70

P & M MERCURY MECHANIC

COMPUTER RM MTC 6/22/11	1,999.52	01680000	52244	MAINTENANCE & REPAIR	62365
PREV MTC HVAC EQUIP AUG-OCT 2011	720.00	01680000	52244	MAINTENANCE & REPAIR	62581

2,719.52

PERSPECTIVES

EAP SERVICES 9/1/11 - 12/31/11	1,149.72	01600000	52273	EMPLOYEE SERVICES	71948	20120027
--------------------------------	----------	----------	-------	-------------------	-------	----------

1,149.72

PIONEER TIRE REPAIR

TIRE REPAIRS & PARTS	121.61	01696200	53317	OPERATING SUPPLIES	822
TIRE REPAIRS & PARTS	143.43	01696200	53354	PARTS PURCHASED	822

265.04

ROYALE HOUSE

TWN CTR BRICK- VERMARCO	50.06	01750000	53302	BRICKS	8006
-------------------------	-------	----------	-------	--------	------

50.06

SCHROEDER ASPHALT SERVICES

2011 FLEXIBLE PAVEMENT PROJECT	-27,911.35	11	21446	RETAINAGE SCHROEDER	2011-208	20120026
	279,113.45	11740000	55486	ROADWAY CAPITAL IMPROVEM	2011-208	20120026

251,202.10

SIKICH LLP

BOARD/STAFF WRKSHOP	4,425.00	01520000	52222	MEETINGS	131095	
FY 2011 AUDIT	3,560.00	04103100	52237	AUDIT FEES	131073	20120049

FY 2011 AUDIT	3,560.00	04203100	52237	AUDIT FEES	131073	20120049
FY 2011 AUDIT	7,880.00	01520000	52237	AUDIT FEES	131073	20120049
	19,425.00					
THOMAS EBY						
TRNG CONFR MEALS PER DIEM	116.00	01664700	52223	TRAINING	IEMA 9/6-8 2011	
	116.00					
THOMAS F HOWARD JR						
LEGAL SERV'S FOR AUGUST 2011	7,818.75	01570000	52312	PROSECUTION DUI	183	
	7,818.75					
TRANSYSTEMS CORPORATION						
FAIR OAKS RD PAVEMENT REHAB PR	8,405.64	11740000	55486	ROADWAY CAPITAL IMPROVEM	4(2136894)	20120034
KUHN RD BIKE TRL PH II CONST	2,484.47	11740000	55486	ROADWAY CAPITAL IMPROVEM	10(2136889)	20120038
WEST BRANCH TRL PROJECT	21,750.90	11740000	55486	ROADWAY CAPITAL IMPROVEM	4(2136888)	20120035
	32,641.01					
U S POSTMASTER						
REMINDER NOTICES-VEHICLE STICKERS	887.00	01650100	52229	POSTAGE	2011 VEH STK RMNDR	
	887.00					
UNI MAX MANAGEMENT CORP						
JANT'L SRV THRU AUGUST 2011	623.75	01670100	52276	JANITORIAL SERVICES	2327	20120033
JANT'L SRV THRU AUGUST 2011	1,871.25	01680000	52276	JANITORIAL SERVICES	2327	20120033
	2,495.00					
WALKER / GREGORY						
MEALS PER DIEM G WALKER TRNG	536.00	01664700	52223	TRAINING	PER DIEM 9/12-23	
	536.00					
WESTMORE SUPPLY CO						
CEMENT	1,068.00	06320000	53336	SAND	R 73362	
	1,068.00					
	605,524.76					

The preceding list of bills payable totaling \$605,524.76 was reviewed and approved for payment.

Approved by:



Joseph Breinig- Village Manager

Date: 9/2/11

Authorized by:

Frank Saverino Sr – Mayor

Beth Melody, Village Clerk

Date: _____

AGENDA ITEM

K-2 9-6-11

ADDENDUM WARRANTS August 16, 2011 thru September 6, 2011

Fund	Check #	Vendor	Description	Amount
General	A C H	Charter One Bank	Payroll August 8, 2011 to August 21 , 2011	439,500.71
Water & Sewer	A C H	Charter One Bank	Payroll August 8, 2011 to August 21 , 2011	30,957.33
General	A C H	Ill Funds	Dupage Water Commission -July 2011	<u>291,778.11</u>
				<u><u>762,236.15</u></u>

Approved this _____ day of _____, 2011

By: _____
Frank Saverino Sr - Mayor

Beth Melody - Village Clerk