

Village of Carol Stream

BOARD MEETING

AGENDA

JULY 6, 2010

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

A. ROLL CALL AND PLEDGE OF ALLEGIANCE: Trustees Fenner, Gieser & Schwarze absent.

B. MINUTES: Approval of the Minutes of the June 21, 2010 Meeting.
Approved.

C. AUDIENCE PARTICIPATION & PUBLIC HEARINGS:

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.

SEE ITEMS IDENTIFIED BELOW.

E. BOARD AND COMMISSION REPORTS:

1. PLAN COMMISSION:

F. OLD BUSINESS:

G. STAFF REPORTS & RECOMMENDATIONS:

1. Award of Contract for Consulting Engineering Services – Water Reclamation Center Facility Plan.

Village staff recommends awarding a consultant contract for developing a Facility Plan for the Water Reclamation Center to Baxter & Woodman, Inc. in the lump sum amount of \$25,500.00. The scope of services does not include the options of performing structural and SCADA elevations.

Approved. Jim Knudsen to obtain purchase order and contract for Village Manager's signature.

H. ORDINANCES:

1. Ordinance No. **2010-07-38**, Ascertaining the Prevailing Rate and Wages for Laborers, Workers and Mechanics Employed on Public Works Projects of the Village of Carol Stream.

*Adoption of prevailing wages as mandated by state law. **Approved.***

Wynne Progar to obtain signatures, execute and record.

2. Ordinance No. **2010-07-39**, Amending the Annual Budget for the Village of Carol Stream for the Year Commencing May 1, 2010 and Ending April 30, 2011.

Village of Carol Stream

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*Amendment to the Water and Sewer Fund and General Corporate CIP budgets for unanticipated repairs to sand filters at the WRC and the bridge on Thunderbird Trail near Silverleaf. **Approved. Wynne Progar to obtain signatures, execute and record.***

I. RESOLUTIONS:

1. Resolution No. **2486**, With Intention to Issue Revenue Bonds of the Village of Carol Stream, DuPage County, Illinois, in an Aggregate Principal Amount not to Exceed \$5,000,000 to Finance all or a Portion of the cost of Constructing a Building Addition and Related Improvements and Acquiring Machinery, Equipment and Related Property to be Installed therein for S & S International, Inc., or its Designee or Designees; Authorizing the Execution of a Memorandum of Agreement by and Between the Village and Said Company and Related Matters. **Approved. Wynne Progar to obtain signatures, execute and record. Bob Mellor to coordinate preparation of Public Hearing for first meeting in August.**

J. NEW BUSINESS:

K. PAYMENT OF BILLS:

1. Regular Bills: **Approved. Dawn Damolaris to process.**
2. Addendum Warrant: **Approved. Dawn Damolaris to process.**

L. REPORT OF OFFICERS:

1. Mayor:
2. Trustees: **Live Broadcast–Shape of Carol Stream–Wednesday, 9/29/10**
3. Clerk:

M. EXECUTIVE SESSION:

1. Sale of Real Property.

Village of Carol Stream

BOARD MEETING

AGENDA

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

N. ADJOURNMENT:

LAST ORDINANCE: 2010-06-37

LAST RESOLUTION: 2485

NEXT ORDINANCE: 2010-07-38

NEXT RESOLUTION: 2486

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

June 21, 2010

Mayor Frank Saverino, Sr. called the Regular Meeting of the Board of Trustees to order at 8:00p.m. and directed Village Clerk Beth Melody to call the roll.

Present: Mayor Frank Saverino, Sr., Trustees Tony Manzzullo, Matt McCarthy and Rick Gieser
Absent: Trustees Don Weiss, Greg Schwarze and Pam Fenner
Also Present: Village Manager Joe Breinig, Assistant Village Manager Bob Mellor, Village Attorney Greg Matthews, Village Clerk Beth Melody and Deputy Village Clerk Wynne Progar

Mayor Saverino led those in attendance in The Pledge of Allegiance.

MINUTES:

Trustee Manzzullo moved and Trustee McCarthy made the second to approve the Minutes of the Meeting of June 7, 2010 as presented. The results of the roll call vote were:

Ayes: 4 Trustees Manzzullo, McCarthy, Gieser & Mayor Saverino
Nays: 0
Absent: 3 Trustees Weiss, Schwarze and Fenner

AUDIENCE PARTICIPATION AND PUBLIC HEARINGS:

Resolution 2477: Commending Wayne Grezek upon His Retirement from Village Service was read by Mayor Frank Saverino.

Resolution 2478: Commending Mike Skrysak upon His Retirement from Village Service was read by Mayor Frank Saverino.

Resolution 2479: Commending Gary Olson upon His Retirement from Village Service was read by Mayor Saverino.

Resolution 2481: Commending Eunice Schoenthal upon Her Retirement from Village Service was read by Mayor Saverino.

Resolution 2482: Honoring Angela H. Newsham upon Her Retirement from Village Service was read by Mayor Saverino.

Resolution 2480: Recognizing John "Al" Turner for his 31 years of Public Service to the Village of Carol Stream was read by Village Manager Breinig.

Resolution 2483: Recognizing Stan Helgerson for 25 Years of Public Service to the Village of Carol Stream was read by Village Manager Breinig.

Each recipient received an engraved plaque and a stand ovation. They each thanked everyone for their support throughout their years of service.

Olympic Day Proclamation – June 23, 2010, was read by Trustee McCarthy,

CONSENT AGENDA:

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

Ayes:	4	Trustees Manzullo, McCarthy, Gieser & Mayor Saverino
Nays:	0	
Absent:	3	Trustees Weiss, Schwarze and Fenner

Trustee McCarthy moved and Trustee Gieser made the second to put the following items on the Consent Agenda for this meeting. The results of the roll call vote were

Ayes:	4	Trustees Manzullo, McCarthy, Gieser & Mayor Saverino
Nays:	0	
Absent:	3	Trustees Weiss, Schwarze and Fenner

1. Special Uses, Variation for MV Transportation -445/449 Randy-Ordinance 2010-06-34 -2010-06-35
2. Text Amendment – Zoning Code – Fee Schedules/Garages-2010-06-36
3. Award of Consultant Contract – Amendment #1-SE Water Main
4. Award of Contract – Thunderbird Bridge Deck Replacement
5. Award of Contract – Consultant Inspection Services –T-Bird
6. WRC Sand Filter Rehabilitation
7. Resolution 2484: Declare Surplus Property – Police Department
8. Resolution 2485: MFT – 2010 Crackfill project
9. Sound Amplification permit/fee waiver – CHARGE 5K Run
10. Sound Amplification Permit/fee waiver – Relay for Life
11. Received – Library Trustees – 2009/2010 Annual Report
12. Regular Bills, Addendum Warrant of Bills, Treasurer's Report

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

Ayes:	4	Trustees Manzullo, McCarthy, Gieser & Mayor Saverino
Nays:	0	
Absent:	3	Trustees Weiss, Schwarze and Fenner

The following is a brief description of the item passed on the Consent Agenda for this meeting.

Special Uses, Variation for MV Transportation -445/449 Randy-Ordinance 2010-06-34 -2010-06-35:

At their meeting on June 14, 2010, the Combined Plan Commission/Zoning Board of Appeals recommended approval of the requests for a Special Use for Outdoor Activities and Operations, Special use for Garage and Parking Lot Not Incidental to a Permitted Use in accordance with the conditions noted in the Staff Report. The Board concurred with the recommendation and adopted Ordinance 2010-06-34, AN ORDINANCE GRANTING A SPECIAL USE FOR OUTDOOR ACTIVITIES AND OPERATIONS (445 – 449 RANDY ROAD) and Ordinance 2010-06-35, AN ORDINANCE GRANTING A VARIATION FROM SECTION 16-13-3 OF THE CAROL STREAM ZONING CODE FOR OFF-STREET PARKING – (MV TRANSPORTION, INC., (445 -449 RANDY ROAD).

Text Amendment – Zoning Code – Fee Schedules/Garages-2010-06-37:

At their meeting on June 14, 2010, the Combined Plan Commission/Zoning Board of Appeals recommended approval of Amending Chapter 16 of the Municipal Code of the Village of Carol Stream (Zoning Code) in accordance with Staff recommendations. The Board concurred with the recommendation and adopted Ordinance 2010-06-37, AMENDING CHAPTER 16 OF THE MUNICIPAL CODE OF THE VILLAGE OF CAROL STREAM – (ZONING CODE).

Award of Consultant Contract – Amendment #1-SE Water Main:

The Board approved Amendment #1 to the Engineering Services Agreement for the Southwest Area Water Main Extension in the amount of \$50,000 to Baxter and Woodman for the new routing of the water main.

Award of Contract – Thunderbird Bridge Deck Replacement:

The Board awarded the contract for the Thunderbird Bridge Deck Replacement to Alliance Contractors, Inc. of Woodstock, IL because they were the lowest responsible bidder and Alliance is prequalified with IDOT for this type of work. The contract is awarded at the base bid unit prices in the amount of \$156,704.50. A budget amendment is required and will be forthcoming.

Award of Contract – Consultant Inspection Services –T-Bird:

The Board approved and award of contract for the Thunderbird Bridge Deck Replacement to ERA (Engineering Resource Associates, Inc.) for construction management services in an amount not to exceed \$23,893.

WRC Sand Filter Rehabilitation:

The Board waived the formalized bidding and award a labor contract to RJ Price & Associates of Oswego, IL in the amount of \$60,000 for the rehabilitation of two filter cells and waive bids and award a material contract to Aqua Aerobics of Love's Park, IL in the amount of \$89,000. There will be additional cost for sand, disposal cost and possible equipment rental, the total project cost is estimated to be \$163,000.

Resolution 2484: Declare Surplus Property – Police Department:

The Board adopted Resolution 2484, A RESOLUTION DECLARING SURPLUS PROPERTY OWNED BY THE VILLAGE OF CAROL STREAM. (POLICE VEHICLES).

Resolution 2485: MFT – 2010 Crackfill project:

The Board adopted Resolution 2485, A RESOLUTION FOR MAINTENANCE OF STREETS AND HIGHWAYS BY MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE – 2010 CRACKFILL PROJECT.

Sound Amplification permit/fee waiver – CHARGE 5K Run:

The Board approved a waiver of fee for an amplification permit for the Joshua Kurby "Charge for CHARGE "5k run/walk from 8:00 am to 10:00 am at Armstrong Park.

Sound Amplification Permit/fee waiver – Relay for Life:

The Board approved a waiver of fee for an amplification permit for the Relay for Life at Glenbard North High School on June 25/26th for amplified music beyond the normal 10:00 am to 10:00 pm.

Regular Bills, Addendum Warrant of Bills, Treasurer's Report:

The Board approved the payment of the Regular Bills in the amount of \$377,414.28. The Board approved the payment of the Addendum Warrant of Bills in the amount of \$776,084.29.

The Board received the Treasurer's Report for the month ending May 31, 2010.

REGULAR MEETING:

Text Amendments – Zoning Code:

There is a request to add "Indoor kennel and boarding facility" to the list of permitted uses in the I Industrial Area.

Trustee Gieser asked Mr. Schwartz, the petitioner, if they are planning to have an indoor kennel and boarding operation and he responded yes. Trustee Gieser said

that he is not a dog owner, but don't dogs have to have time outside and will these boarded dogs be outside at all and Mr. Schwartz said that dogs do not need to be outdoors and these dogs will not be outside. He said that the dogs won't be outside and said that everything will be indoors, because it is not going to be a kennel, and explained that a kennel is for dogs that have behavior problems with other dogs, people and they also food guard. Those types of dogs are put into a pen and are kept by themselves, only to let out to do their business and then are put back into the pen. This business will be for dogs that are very social with other dogs and people and they do not have food guarding issues. The dogs that will be accepted will have to be evaluated and if they do not make the grade, they are not accepted. Mr. Schwartz said that if they do not make the evaluation, the dog can be recommended to a trainer who can work on some of the dog's deficiencies and then the trainer can recommend that the animal be retested to see if it will be accepted. He said that they won't be in business very long if the take in a pet and they give it back with one half of its ear is missing. Mr. Schwartz said that they also have web cams where the owner can watch their pet as they spend their day in real time. There is an attendant that is with the dogs during the day who will throw balls and other toys for entertainment of the dogs. The attendant also cleans up any messes that may occur. In response to the question of cages, Mr. Schwartz said that there are multiple play areas and there is one pen where new dogs are introduced to the other dogs in a limited number and it will then be decided what area of activity would be best for the dog. Mr. Schwartz said that this type of service business is something new that is going around the country and has become very popular. Trustee Gieser asked what is done about the smell and Mr. Schwartz said that there is a sanitizer that is sprayed after clean-up and that clean-up is constant. He said that the liquid waste does get put into the sanitary sewer but the solid wastes are put into a separate waste bag that is picked up by Flood Brothers.

Mayor Saverino asked if dogs were boarded overnight and was told that there are dogs that are boarded over night and that there is an attendant that will sleep in the same room and other dogs will be in pens. In answer to the question of location and area used for dogs, it was stated that the location is on Gundersen and that approximately 6,000 of the 7200 square feet will be for the dogs.

Trustee McCarthy asked about how the dogs are brought in, especially relative to children and he was told that the front entrance is for new customers and their dogs, where they are met by the staff and begin the entrance testing. All dogs must be current with all shots and treatments and no puppies are permitted due to possibly having "kennel cough" or fleas. There also is a back entrance that is used for dogs that have been approved are brought into the proper area by an attendant. There are also several observation windows to allow owners to see the operation without causing an interruption of all of the dogs that are present.

Trustee Manzullo asked if this business is subject to any kind of licensing and Mr. Schwartz said that he has to follow conditions set out by the Department of Agriculture.

Trustee McCarthy moved and Trustee Manzullo made the second to concur with the recommendation of the Plan Commission and adopt Ordinance 2010-06-37, AN

ORDINANCE AMENDING CHAPTER 16 OF THE MUNICIPAL CODE OF THE VILLAGE OF CAROL STREAM PERTAINING TO INDOOR DOG KENNELS – (ZONING CODE). The results of the roll call vote were

Ayes:	4	Trustees Manzullo, McCarthy, Gieser & Mayor Saverino
Nays:	0	
Absent:	3	Trustees Weiss, Schwarze and Fenner

REPORT OF OFFICERS:

Trustee Manzullo congratulated all of the retirees. He asked Engineering Director Jim Knudsen when the Thunderbird Trail Bridge project will be started and what the completion date might be and Mr. Knudsen said that the completion date should be August 13th 2010. Trustee Manzullo commented that consultant fees for the southwest watermain extension were approved for relocation from the original plan, and said that he hopes to see some progress on this project as well, to get the water to Benjamin School. Trustee Manzullo said that for all that haven't asked, the 4th of July Parade and Fireworks will be on Saturday, July 3rd. As always he asked everyone to pray for our troops and their families.

Trustee McCarthy added his congratulations to all of the staff that have been retiring and said that it is not the Trustees that run the show, it is the employees that do everything and the Board is blessed with a fantastic staff from top to bottom and it makes the Board's job very easy. He said that he hates losing all of them and thanked each and every one of them for all of the years that they have put in; it has been much appreciated by all of us. Trustee McCarthy said this past Saturday, the Youth Car Wash had their annual car wash that was to raise funds for the youth bands that will be playing this coming Saturday. There will be 10 bands running from 3:30 pm to 10:30 pm, and there will be a concession stand for food and drinks. Stepping in for Trustee Schwarze, he asked everyone to please Shop Carol Stream and also congratulated his son's baseball team that placed second in the St Louis Baseball Games this past weekend.

Trustee Gieser reiterated about the Independence Day Parade on July 3rd, he thanked all of the businesses that have held fund raisers for the Committee.

Mr. Breinig congratulated Mayor Saverino for being named Mayor of the Year by the Illinois State Crime Commission. He said it is a very unique award and it can be seen in the lobby. The concert this Thursday is the Midway Ramblers, a Cajun band, there is the parade and Fireworks on Saturday, July 3rd and there is also a concert on July 3rd before the fireworks by Yard Fulla Cars, country and western music. There is a carnival this Thursday thru Sunday, and the Relay for Life is on Friday night and Saturday at Glenbard North High School. Mr. Breinig said in regard to the separation program, he was asked to describe the impact of the separation program, and said that it is hard to quantify the amount of institutional knowledge that is leaving in one stroke of the pen. It is impossible to about what people have meant to the organization, their contributions have been varied, but every one of them has been valuable. The loss of two department heads is huge, we will go forward, and

as Stan has said to me, everyone can be replaced. The Village was here when we got here and the Village will be here, doing quite well, after we leave. The impact is varied because Wayne is his plow driver, so many was the night, or early morning when I would be out blowing my driveway (not into the street) and my neighbors will probably be thankful because when Wayne would go by there would be the toot of a horn and there probably won't be that toot of the horn early in the morning or late at night, I'm going to miss the horn toot, but the neighbors probably won't. Mr. Breinig said that he wants to thank all of the employees that are leaving us, the contributions are impossible to quantify, but they have all been extremely important to us. Mayor Saverino thanked Mr. Breinig for bringing up the award from the Illinois Crime Commission. The Mayor said that as someone said before, I get the plaques, but someone else does the work. He said that he is humbled to have the staff support that qualifies me to get these awards, because without them and the Board, he would not be considered for these awards. Mayor Saverino said that on a said note, Pete Lalagos from the car club that handles the Toys for Tots at the Town Center passed away a few days ago, and his wife Irene and his brothers will carry on Pete's tradition going forward. Mayor Saverino asked for a motion to go into Executive Session to discuss the Sale of Real Property and to adjourn directly from that Session without taking any further action. Trustee McCarthy moved and Trustee Gieser made the second. The results of the roll call vote were

Ayes:	4	Trustees Manzullo, McCarthy, Gieser & Mayor Saverino
Nays:	0	
Absent:	3	Trustees Weiss, Schwarze and Fenner


FOR THE BOARD OF TRUSTEES

Frank Saverino, Sr., Mayor

Beth Melody, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager

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

DATE: June 30, 2010

RE: Water Reclamation Center (WRC) Facility Plan –
Award of Contract for Consultant Engineering Services

Recently the Village experienced major repair work on two of the four sand filters at the WRC. Due to these repairs and the age of existing WRC equipment the Village staff requested and received a proposal from Baxter & Woodman, Inc. (B&W) to develop a WRC Facility Plan. B&W was chosen because of their familiarity with the WRC and involvement in previous plant expansion and upgrade projects.

The scope of services includes an evaluation of the existing condition of the eighteen major pieces of equipment or facilities. The plan will also forecast future conditions, recommend improvements for equipment replacement and establish a schedule or implementation plan to make the recommended improvements. The Facility Plan will serve as an equipment replacement plan where we will be able to formulate our annual budgets.

The scope of services identified two options: a structural evaluation and a supervisory control and data acquisition (SCADA) system evaluation. Staff is not recommending that these two options be included with this contract but could be part of a second phase contract. However, the consultant will provide the Village with a recommendation of which structures we may want evaluated along with an estimated cost to perform the evaluation.

The engineer's fee for the Facility Plan without the options is \$25,500. This work was not contemplated in the Village's current budget but would be paid out of the Water & Sewer Fund's capital reserves. The contract is currently under legal review. Therefore, staff recommends award of the engineering consultant agreement for the WRC Facility Plan to Baxter & Woodman, Inc. in the amount of \$25,500 contingent upon review and approval by the Village Attorney. See attached contract agreement for reference.

Cc: Matt York, Assistant Public Works Director

VILLAGE OF CAROL STREAM, ILLINOIS
WATER RECLAMATION CENTER
FACILITY PLAN REPORT

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of _____ 2010, by and between the Village of Carol Stream, Illinois, hereinafter referred to as the VILLAGE, and Baxter & Woodman, Inc., Consulting Engineers, hereinafter referred to as the ENGINEERS, for engineering services required by the VILLAGE for the preparation of a facility plan for the VILLAGE's Water Reclamation Center, hereinafter referred to as the PROJECT.

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

SECTION 1. The PROJECT consists of the preparation of a Facility Plan for the Water Reclamation Center, as more completely described in Exhibit A, attached hereto. After written authorization by the VILLAGE, the ENGINEERS shall provide professional services for the PROJECT. These services will include serving as the VILLAGE's representative in all phases of the PROJECT, providing consultation and advice, and furnishing customary engineering services, as enumerated in Exhibit B, attached hereto.

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

2.1 The ENGINEERS' fee for the services described in Exhibit B Sections 1 through 8 shall be a lump sum amount of \$25,500, ENGINEERS' Project No. 100580.30.

2.2 The ENGINEERS' fee for the optional services described in Exhibit B Section 9 shall be computed on the basis of their hourly billing rates plus reimbursement of out-of-pocket expenses including automobile travel, which total amount will not exceed \$9,000, ENGINEERS' Project No. 100580.31.

2.3 The ENGINEERS' fee for the optional services described in Exhibit B Section 10 shall be a lump sum amount of \$9,500, ENGINEERS' Project No. 100580.32.

SECTION 3. The parties hereto further mutually agree:

3.1 The ENGINEERS may submit requests for periodic progress payments for services rendered. Payments shall be due and owing by the VILLAGE in accordance with the terms and provisions of the Local Government Prompt Payment Act, Illinois Compiled Statutes, Ch. 50, Sec. 505, et. seq.; and the ENGINEERS may, after giving seven (7) days written notice to the VILLAGE, suspend services under this Agreement until the ENGINEERS have been paid in full all amounts due for services, expenses, and late payment charges as provided in such Act.

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

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

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

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

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

3.4 For the duration of the PROJECT, the ENGINEERS shall procure and maintain insurance for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or

death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, alleged to arise from the ENGINEERS' negligence in the performance of services under this Agreement. The VILLAGE shall be named as an additional insured on the ENGINEERS' general liability insurance policy. The limits of liability for the insurance required by this Subsection are as follows:

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

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

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

3.6 The ENGINEERS are responsible for the quality, technical accuracy, timely completion, and coordination of all Designs, Drawings, Specifications, Reports, and other professional services furnished or required under this Agreement, and shall endeavor to

perform such services with the same skill and judgment which can be reasonably expected from similarly situated professionals.

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

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

3.9 The compensation for engineering services set forth in Section 2 hereof shall include supervision of any geotechnical subconsultant, subsurface utility exploration subconsultant and/or laboratory services required by the ENGINEERS for the PROJECT. The ENGINEERS shall make all necessary arrangements, subject to the prior approval by the VILLAGE, and employ qualified subconsultants for all geotechnical subconsultant, subsurface exploration and/or laboratory services. The cost of such subconsultant services shall be a separate expense to the VILLAGE and the VILLAGE shall reimburse the ENGINEERS for the actual costs of the geotechnical subconsultant, subsurface exploration and/or laboratory services plus five percent (5%) service charge upon submission of proper invoices.

3.10 The ENGINEERS are an equal opportunity employer and hereby incorporate the requirements of 44 Ill. Adm. Code 750 APPENDIX A if applicable.


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

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

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

BAXTER & WOODMAN, INC.

**VILLAGE OF CAROL STREAM,
ILLINOIS**

By 
President/CEO

By _____
Mayor

June 30, 2010
Date of Signature

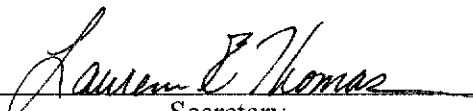
Date of Signature

(SEAL)

(SEAL)

ATTEST:

ATTEST:


Secretary

Clerk

Attachments

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VILLAGE OF CAROL STREAM, ILLINOIS
WATER RECLAMATION CENTER
FACILITY PLAN REPORT

EXHIBIT A

PROJECT DESCRIPTION

This PROJECT consists of the preparation of a Facility Plan for the VILLAGE's Water Reclamation Center (WRC).

This Facility Plan will serve as an equipment replacement plan. The VILLAGE will be able to formulate its annual budgets and direct its resources to the recommended improvements according to the Facility Plan's implementation plan.

The Facility Plan will be based on the previously established Facility Planning Area (FPA) and a 20-year planning period. It will establish the existing condition of the equipment for each of the treatment processes at the VILLAGE's WRC, forecast the future conditions, recommend improvements for equipment replacement, and establish a schedule (implementation plan) to make the recommended improvements. The VILLAGE does not foresee a need to increase the capacity of its WRC.

An opinion of probable cost will be prepared for the recommended improvements and will be based on similar projects completed by the ENGINEERS.

The facilities that will be included in the evaluation include the following:

- | | |
|----------------------------------|----------------------------------|
| 1. Raw Sewage Pumps | 10. Gravity Sludge Thickening |
| 2. Aerated Grit Tank | 11. WAS Pump Station |
| 3. Screens | 12. RAS Pump Station |
| 4. Second Stage Pumps | 13. Sludge Dewatering |
| 5. Aeration System | 14. Sludge Storage |
| 6. Secondary Clarifiers | 15. Non-potable water system |
| 7. Sand Filters | 16. SCADA (optional scope item) |
| 8. Chlorination / Dechlorination | 17. Excess Flow Treatment System |
| 9. Aerobic Digesters | 18. Administration Building |

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VILLAGE OF CAROL STREAM, ILLINOIS
WATER RECLAMATION CENTER
FACILITY PLAN REPORT

EXHIBIT B

SCOPE OF SERVICES

1. ADMINISTRATION & MEETINGS – Confer with the VILLAGE's Director of Public Works, and his staff, as well as the VILLAGE Engineer, from time to time, to clarify and define the general scope, extent and character of the PROJECT.
2. PROJECT MANAGEMENT – Plan, schedule, and control the activities that must be performed to complete the PROJECT. These activities include, but are not limited to, budget, schedule, and scope.
3. SITE VISIT – Visually examine existing treatment units and equipment as to their general condition and suitability for continued use or modification for reuse. Interview WRC operations and maintenance staff to obtain a history of maintenance activities and known equipment maintenance problems. This examination shall not include a structural evaluation, which is presented as a separate scope item (Scope Item 9).
4. HISTORY AND DATA REVIEW – Review previously conducted studies, drawings and records provided by the VILLAGE.
5. EXISTING CONDITIONS – Review existing NPDES Permit. Document condition of existing treatment units and equipment as determined during Site Visit.
6. FUTURE REQUIREMENTS – Based on the Site Visit, evaluate the condition of each of the existing treatment processes, determine if they should be rehabilitated, replaced, or a new process substituted for them.
7. OPINION OF PROBABLE COST – Determine the general cost of the improvements to allow the VILLAGE to budget for them. The VILLAGE recognizes that at this point, the improvements will not be developed in sufficient detail to allow anything but an approximate cost. An implementation plan for the improvements will be prepared.
8. FACILITY PLAN REPORT – Prepare a Facility Plan Report containing exhibits, cost estimates, and implementation plan. Provide three copies of the Facility Plan Report to the VILLAGE for review, comments and approval. Meet with the

VILLAGE to discuss review comments. Incorporate final comments in the final Facility Plan Report.

9. OPTIONAL – STRUCTURAL EVALUATION

A. INSPECTION

1. Perform a visual inspection of exposed areas necessary to evaluate the structural condition of the major facilities on site. Inspection in confined space areas will comply with applicable permits, procedures, and regulations. Scope includes a total of three site visits with one visit by a two person crew for confined space inspection.
2. Identify and document any signs of structural distress, deformation, material deterioration, and other defects.
3. Perform chain dragging and/or hammer sounding of suspect areas to locate delaminating concrete or other physical defects.
4. Quantify any items in need of maintenance or structural repairs based on type of defect.

B. INSPECTION REPORT

1. Evaluate structural significance of distressed areas; quantify and prioritize items in need of maintenance or repair based on type of defect; and prepare an opinion of probable construction cost for rehabilitation.
2. Prepare and submit preliminary inspection report including observations, recommendations and construction cost estimate to the VILLAGE for review and comments.
3. Incorporate comments and submit final report to the VILLAGE.

10. OPTIONAL – SUPERVISORY, CONTROL, AND DATA ACQUISITION (SCADA) MASTER PLAN

A. SCADA and Controls Meeting – Meet with the VILLAGE's WRC management, operations, and information technology (IT) staff to discuss goals of the automation and plant technology.

B. SCADA and Technology Site Visit

1. Visit the WRC site to review the plant's existing automation and technology. Equipment will be documented to create an object-based

network diagram showing the current WRC communication and control network.

2. Interview WRC operations staff to discuss current data collection procedures. Data collection procedures will be compared against the plant's current automation capabilities such that recommendations can be made to improve the automation to reduce the amount of manual data collection.
3. Review Information Technology used to manage and view the SCADA system. SCADA server hardware and software specifications will be reviewed and discussed with management and IT staff for possible improvements.

C. Technology Workshop

1. Conduct a technology workshop at the VILLAGE's WRC facility. The workshop will give our staff a chance to dialog on findings, recommendations, and design details, prior to writing a recommendation on improvements.
2. Coordinate technology workshop results and follow up on SCADA and technology design details.

D. SCADA Assessment and Report

1. Write a report summarizing the findings and recommendations determined during the visit and workshop.
2. Provide a network object-based diagram showing the current and proposed SCADA/technology networks at the WRC.

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Village of Carol Stream
Water Reclamation Center - Facility Plan Report
Project Number 100580

Project Team

Employee	Classification	Billing Rate
Carl Fischer	Senior Engineer	\$ 166
Jeff Mohler	Senior Engineer	\$ 166
Derek Wold	Project Manager	\$ 130
Chris Buckley	Project Manager	\$ 130
Elisa Bonkowski	Project Engineer	\$ 100
Amanda Poole	Project Engineer	\$ 88
Steve Eslick	CAD	\$ 120
Tim Bette	CAD	\$ 90
Secretary	Secretary	\$ 60

AGENDA ITEM

4-1 7-6-10

ORDINANCE NO. _____

**AN ORDINANCE OF THE VILLAGE OF CAROL STREAM,
DU PAGE COUNTY, ILLINOIS ASCERTAINING THE
PREVAILING RATE OF WAGES FOR LABORERS, WORKERS AND
MECHANICS EMPLOYED ON PUBLIC WORKS PROJECTS OF SAID VILLAGE**

WHEREAS, the State of Illinois has enacted "An ACT regulating wages of laborers, mechanics and other workers employed in any public works by the State, County, City or any public body or any political subdivision or by anyone under contract for public works." approved June 26, 1941, as amended, (Ill. Comp.Stat. 1992, Ch.820, par.130/0.01 et seq., previously Ill. Rev. Stat. 1987, Ch. 48, par.39s-1 et seq., as amended by Public Acts 86-799 and 86-693); and,

WHEREAS, the aforesaid Act requires that the Board of Trustees of the Village of Carol Stream investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workers in the locality of said Village of Carol Stream employed in performing construction or public works for said Village of Carol Stream.

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: To the extent and as required by "An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, County, City or any public body or any political subdivision or by anyone under contract for public works," approved June 26, 1941, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and

other workers engaged in the construction of public works coming under the jurisdiction of this Village is hereby ascertained to be the same as the prevailing rate of wages for construction work in DuPage County area as determined by the Department of Labor of the State of Illinois as of June of the current year, a copy of that determination being attached hereto and incorporated herein by reference. As required by said Act, any and all revisions of the prevailing rate of wages by the Department of Labor of the State of Illinois shall supersede the Department's June determination and apply to any and all public works construction undertaken by the Village of Carol Stream. The definition of any terms appearing in this ordinance which are also used in aforesaid Act shall be the same as in said Act.

SECTION 2: Nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works construction of this Village to the extent required by the aforesaid Act.

SECTION 3: The Village Clerk shall publicly post or keep available for inspection by any interested party in the main office of the Village this determination or any revisions of such prevailing rate of wage. A copy of this determination or of the current revised determination of prevailing rate of wages then in effect shall be attached to all contract specifications.

SECTION 4: The Village Clerk shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

SECTION 5: The Village Clerk shall promptly file a certified copy of this Ordinance with both the Secretary of State and the Department of Labor of the State of Illinois.

SECTION 6: The Village Clerk shall cause to be published in a newspaper of general circulation within the area a notice of its determination in substantially the following form:

"Please take notice that the President and Board of Trustees of the Village of Carol Stream, DuPage County, Illinois, has investigated and ascertained the prevailing rate of wages in accordance with Chapter 48, Section 39s-4, Illinois Revised Statutes, and that a copy of such determination is on file in the office of the Village Clerk of the Village of Carol Stream, and is available for public inspection by any interested party.

Such publication shall constitute notice that the determination is effective and that this is the determination of the Village of Carol Stream.

SECTION 7: This ordinance shall be in full force and effect upon its passage and approval as provided by law.

PASSED AND APPROVED THIS 6TH DAY OF JULY 2010.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

Du Page County Prevailing Wage for July 2010

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		35.200	35.700	1.5	1.5	2.0	9.130	8.370	0.000	0.400
ASBESTOS ABT-MEC		BLD		31.540	0.000	1.5	1.5	2.0	9.670	9.610	0.000	0.520
BOILERMAKER		BLD		43.020	46.890	2.0	2.0	2.0	6.720	9.890	0.000	0.350
BRICK MASON		BLD		39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
CARPENTER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
CEMENT MASON		ALL		38.000	40.000	2.0	1.5	2.0	7.700	14.45	0.000	0.380
CERAMIC TILE FNSHER		BLD		33.600	0.000	2.0	1.5	2.0	6.950	8.020	0.000	0.540
COMMUNICATION TECH		BLD		32.650	34.750	1.5	1.5	2.0	7.650	11.98	0.500	0.490
ELECTRIC PWR EQMT OP		ALL		33.140	42.570	1.5	1.5	2.0	4.750	10.27	0.000	0.250
ELECTRIC PWR GRNDMAN		ALL		25.680	42.570	1.5	1.5	2.0	4.750	7.960	0.000	0.190
ELECTRIC PWR LINEMAN		ALL		39.420	42.570	1.5	1.5	2.0	4.750	12.22	0.000	0.300
ELECTRIC PWR TRK DRV		ALL		26.520	42.570	1.5	1.5	2.0	4.750	8.230	0.000	0.200
ELECTRICIAN		BLD		36.200	39.820	1.5	1.5	2.0	8.650	14.07	3.980	0.580
ELEVATOR CONSTRUCTOR		BLD		46.160	51.930	2.0	2.0	2.0	10.03	9.460	2.770	0.000
FENCE ERECTOR	NE	ALL		32.660	34.660	1.5	1.5	2.0	10.67	10.00	0.000	0.500
FENCE ERECTOR	W	ALL		43.300	45.460	2.0	2.0	2.0	8.140	17.29	0.000	0.400
GLAZIER		BLD		37.000	38.500	1.5	1.5	2.0	7.340	12.05	0.000	0.740
HT/FROST INSULATOR		BLD		42.050	44.550	1.5	1.5	2.0	9.670	10.81	0.000	0.520
IRON WORKER	E	ALL		40.750	42.750	2.0	2.0	2.0	12.45	17.09	0.000	0.300
IRON WORKER	W	ALL		43.300	45.460	2.0	2.0	2.0	8.140	17.29	0.000	0.400
LABORER		ALL		35.200	35.950	1.5	1.5	2.0	9.130	8.370	0.000	0.400
LATHER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
MACHINIST		BLD		42.770	44.770	1.5	1.5	2.0	7.750	8.690	0.650	0.000
MARBLE FINISHERS		ALL		29.100	0.000	1.5	1.5	2.0	8.800	10.67	0.000	0.740
MARBLE MASON		BLD		39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
MATERIAL TESTER I		ALL		25.200	0.000	1.5	1.5	2.0	9.130	8.370	0.000	0.400
MATERIALS TESTER II		ALL		30.200	0.000	1.5	1.5	2.0	9.130	8.370	0.000	0.400
MILLWRIGHT		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
OPERATING ENGINEER		BLD 1		45.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD 2		43.800	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD 3		41.250	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD 4		39.500	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD 5		48.850	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD 6		46.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD 7		48.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 1		43.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 2		42.750	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 3		40.700	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 4		39.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 5		38.100	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 6		46.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 7		44.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
ORNAMNTL IRON WORKER E		ALL		40.200	42.450	2.0	2.0	2.0	10.67	14.81	0.000	0.500
ORNAMNTL IRON WORKER W		ALL		43.300	45.460	2.0	2.0	2.0	8.140	17.29	0.000	0.400
PAINTER		ALL		39.680	41.680	1.5	1.5	1.5	8.100	8.200	0.000	1.000
PAINTER SIGNS		BLD		31.740	35.640	1.5	1.5	1.5	2.600	2.540	0.000	0.000
PILEDRIIVER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
PIPEFITTER		BLD		39.500	41.500	1.5	1.5	2.0	9.900	13.24	0.000	1.360
PLASTERER		BLD		32.000	33.500	1.5	1.5	2.0	6.450	6.770	0.000	0.570
PLUMBER		BLD		39.500	41.500	1.5	1.5	2.0	9.900	13.24	0.000	1.360
ROOFER		BLD		37.650	40.650	1.5	1.5	2.0	7.750	6.570	0.000	0.430
SHEETMETAL WORKER		BLD		41.660	43.660	1.5	1.5	2.0	8.810	10.66	0.000	0.780
SPRINKLER FITTER		BLD		40.500	42.500	1.5	1.5	2.0	8.500	6.850	0.000	0.500
STEEL ERECTOR	E	ALL		40.750	42.750	2.0	2.0	2.0	10.95	15.99	0.000	0.300

STEEL ERECTOR	W	ALL	43.300	45.460	2.0	2.0	2.0	8.140	17.29	0.000	0.400
STONE MASON		BLD	39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
TERRAZZO FINISHER		BLD	35.150	0.000	1.5	1.5	2.0	6.950	10.57	0.000	0.380
TERRAZZO MASON		BLD	39.010	42.010	1.5	1.5	2.0	6.950	11.91	0.000	0.510
TILE MASON		BLD	40.490	44.490	2.0	1.5	2.0	6.950	9.730	0.000	0.610
TRAFFIC SAFETY WRKR		HWY	24.300	25.900	1.5	1.5	2.0	3.780	1.875	0.000	0.000
TRUCK DRIVER		ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER		ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER		ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER		ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TUCKPOINTER		BLD	39.200	40.200	1.5	1.5	2.0	7.830	10.25	0.000	0.770

Legend:

- M-P>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.)
- OSA (Overtime is required for every hour worked on Saturday)
- OSH (Overtime is required for every hour worked on Sunday and Holidays)
- H/W (Health & Welfare Insurance)
- Pensn (Pension)
- Vac (Vacation)
- Trng (Training)

Explanations

DUPAGE COUNTY

IRON WORKERS AND FENCE ERECTOR (WEST) - West of Route 53.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial/Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration such as the day after Thanksgiving for Veterans Day. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

TRAFFIC SAFETY - work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed

products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS TECHNICIAN

Low voltage installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes

for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators; Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcats (up to and including 3/4 cu yd.) .

Class 4. Bobcats and/or other Skid Steer Loaders (other than bobcats up to and including 3/4 cu yd.); Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall .

Class 7. Mechanics.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell Machine with Air Compressor; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Off-Road Hauling Units (including articulating)/2 ton capacity or more; Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro- Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE ANNUAL BUDGET FOR
THE VILLAGE OF CAROL STREAM FOR THE YEAR
COMMENCING MAY 1, 2010 AND ENDING APRIL 30, 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 Ordinance No. 2010-04-17 shall be amended in that the 2010-11 Expenditure Budget for the Water and Sewer Fund shall be increased from \$10,197,549 to \$10,360,549 to recognize expenses which will accrue to the WRC Maintenance and Repair Program Construction Account (04101500-54480) in the amount of \$163,000.

SECTION 2: That Ordinance No. 2010-04-17 shall be amended in that the 2010-11 Revenue Budget for the Water and Sewer Fund be increased from \$10,898,750 to \$11,061,750 to recognize a reappropriation in fund balance of \$163,000 which will accrue to the Fund Balance Account (04000000-49699).

SECTION 3: That Ordinance No. 2010-04-17 shall be amended in that the 2010-11 Expenditure Budget for the General Corporate Fund Capital Improvement Fund shall be increased from \$3,304,000 to \$3,344,628 to recognize expenses which will accrue to Roadway Capital Improvements Account (11740000-55486) in the amount of \$40,628.

SECTION 4: That Ordinance 2010-04-17 shall be amended in that the 2010-11 Revenue Budget for the General Corporate Fund Capital Improvement Fund shall be increased from \$3,304,000 to \$3,344,628 to recognize a reappropriation in fund balance of \$40,628 which will accrue to the Fund Balance Account (11000000-49699).

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

PASSED AND APPROVED THIS 6TH DAY OF JULY 2010.

AYES:

NAYS:


ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: Dawn Damolaris, Assistant Finance Director 
DATE: June 21, 2010
RE: Budget Amendment – WRC Sand Filters and Thunderbird Trail Bridge

At the June 21st Village Board meeting, the above two projects were approved with the recommendation that the required budget amendment would be presented at a later meeting. Attached is the necessary budget amendment. The Water and Sewer budget is being increased by \$163,000 and the General Corporate CIP budget is being increased by \$40,628.

If you have any questions, please see me.

AGENDA ITEM

I-1 7-6-10

RESOLUTION NO. _____

A RESOLUTION OF INTENTION TO ISSUE REVENUE BONDS OF THE VILLAGE OF CAROL STREAM, DUPAGE COUNTY, ILLINOIS, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$5,000,000, TO FINANCE ALL OR A PORTION OF THE COST OF CONSTRUCTING A BUILDING ADDITION AND RELATED IMPROVEMENTS AND ACQUIRING MACHINERY, EQUIPMENT AND RELATED PROPERTY TO BE INSTALLED THEREIN FOR S&S INTERNATIONAL, INC., OR ITS DESIGNEE OR DESIGNEES; AUTHORIZING THE EXECUTION OF A MEMORANDUM OF AGREEMENT BY AND BETWEEN THE VILLAGE AND SAID COMPANY; AND RELATED MATTERS.

WHEREAS, the Village of Carol Stream, DuPage County, Illinois (the "*Issuer*") is a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois, and has a population in excess of 25,000 people; and

WHEREAS, pursuant to Section 6(a) of Article VII of the Constitution of the State of Illinois, the Issuer is a home rule unit of government; and

WHEREAS, pursuant to the Constitution and the laws of the State of Illinois, and particularly its home rule powers, the Issuer is authorized to issue its economic development revenue bonds to aid in the financing of the costs of any industrial project for the purpose of creating job opportunities within the Village of Carol Stream, Illinois; and

WHEREAS, S&S International, Inc., an Illinois corporation, or its designee or designees (the "*Company*"), wishes to finance all or a portion of the cost of constructing a building addition and related improvements and acquiring machinery, equipment and related property to be installed therein (the "*Project*"), all to be owned and operated by the Company, or its designee or designees, as a facility for the manufacture of stainless steel, aluminum and other metal products and all to be located in the Village of Carol Stream, Illinois, as further described in the attached Memorandum of Agreement; and

WHEREAS, the Company wishes to have the Issuer issue one or more issues of its economic development revenue bonds in one or more series for the Company or its designee or designees, in an aggregate principal amount not to exceed a combined total of \$5,000,000 (the "*Bonds*"), to provide financing for all or a portion of the cost of the Project, all in furtherance of the purposes set forth herein; and

WHEREAS, so as to accomplish said purposes, the Issuer proposes to issue its revenue bonds to finance the acquisition, construction and installation of the Project; and

WHEREAS, it is deemed necessary and advisable, to accomplish said purposes, that the Project be undertaken at the earliest practicable date, and the Company has requested satisfactory assurances from the Issuer that the proceeds of the sale of one or more issues of Bonds in an aggregate principal amount not to exceed a combined total of \$5,000,000 to provide financing for all or a portion of the cost of the Project will be made available; and

WHEREAS, a Memorandum of Agreement has been presented to the Issuer under the terms of which the Issuer agrees, subject to the provisions of said Memorandum of Agreement, to issue its revenue bonds to provide for the financing of all or a portion of the costs of the acquisition, construction and installation of the Project; and

WHEREAS, all or a portion of the expenditures relating to the Project (the "*Expenditures*") (i) have been paid within the 60 days prior to this Resolution, or (ii) will be paid on or after the passage of this Resolution; and

WHEREAS, the Issuer (based on information supplied by the Company, on which the Issuer believes it is reasonable and prudent to rely) and the Company reasonably expect to reimburse themselves for the Expenditures with the proceeds of the Bonds or another borrowing;

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

SECTION 1. The form, terms and provisions of the Memorandum of Agreement presented to this meeting are hereby approved.

SECTION 2. The Mayor of the Issuer is hereby authorized to execute and deliver, and the Village Clerk of the Issuer is hereby authorized to attest and to affix the official seal of the Issuer to, a Memorandum of Agreement with the Company in substantially the form of such Memorandum of Agreement as was presented to this meeting or with such changes therein as shall be approved by the officers executing the same, which Memorandum of Agreement is hereby made a part of this Resolution.

SECTION 3. The officers, employees and designated agents of the Issuer are hereby authorized to take such further action as is necessary to carry out the intent and purpose of the Memorandum of Agreement, as executed, and to cause not more than a combined aggregate principal amount of \$5,000,000 of the Bonds to be issued upon the terms and conditions stated in such Memorandum of Agreement.

SECTION 4. The Company reasonably expects to reimburse the Expenditures with proceeds of the Bonds or another borrowing.

SECTION 5. The Issuer reasonably expects to reimburse the Expenditures with the proceeds of the Bonds or another borrowing, based on the expectation of the Company, on which the Issuer believes it is reasonable and prudent to rely.

SECTION 6. So as to accomplish the purposes set forth herein and the Memorandum of Agreement, the Issuer will issue its Bonds in one or more series in an amount sufficient to finance all or a portion of the costs of the Project; *provided*, that the maximum principal amount of Bonds expected to be issued for the Project is \$5,000,000.

SECTION 7. The Village Clerk of the Issuer is hereby authorized to determine, in consultation with the Company, a date for a public hearing on the plan of financing of the Project through the proposed issuance of the Bonds, as required by Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), and to publish a public notice of such hearing in such form as approved by the Company and bond counsel. Said public hearing date may be the date of any regular meeting of the Mayor and Board of Trustees of the Issuer or any special meeting for which notice is duly given, and the notice shall be published in such newspaper as the Village Clerk of the Issuer, in consultation with the Company, may determine, but in any event not less than one time not less than fourteen (14) days prior to the public hearing date in a newspaper of general circulation in the vicinity of the site of the Project and in the Village of Carol Stream, Illinois.

SECTION 8. The Mayor, the Village Clerk, the Finance Director or any other officer, employee or agent of the Issuer is hereby authorized to apply for an allocation of volume cap from the Governor's Office of

Management and Budget of the State of Illinois, and to seek transfers of volume cap from other home rule units of government.

SECTION 9. The Issuer hereby authorizes and approves the designation of Chapman and Cutler LLP to act as Bond Counsel with respect to the issuance of the Bonds.

SECTION 10. All ordinances, resolutions, orders and parts thereof in conflict herewith are hereby superseded to the extent of such conflict.

SECTION 11. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Resolution.

SECTION 12. 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 JULY 2010.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

STATE OF ILLINOIS)
)
COUNTY OF DUPAGE)

CERTIFICATE OF MINUTES

I, Beth Melody, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Carol Stream, DuPage County, Illinois, and that as such official I am the keeper of the records and files of the Mayor and Board of Trustees and of said Village.

I do further certify that the foregoing is a full, true, correct and complete transcript of that portion of the minutes of the meeting of said Mayor and Board of Trustees held on the 6th day of July, 2010, insofar as same relates to the adoption of a resolution entitled:

A RESOLUTION OF INTENTION TO ISSUE REVENUE BONDS OF THE VILLAGE OF CAROL STREAM, DUPAGE COUNTY, ILLINOIS, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$5,000,000, TO FINANCE ALL OR A PORTION OF THE COST OF CONSTRUCTING A BUILDING ADDITION AND RELATED IMPROVEMENTS AND ACQUIRING MACHINERY, EQUIPMENT AND RELATED PROPERTY TO BE INSTALLED THEREIN FOR S&S INTERNATIONAL INC., OR ITS DESIGNEE OR DESIGNEES; AUTHORIZING THE EXECUTION OF A MEMORANDUM OF AGREEMENT BY AND BETWEEN THE VILLAGE AND SAID COMPANY; AND RELATED MATTERS.

a true, correct and complete copy of which said resolution as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of said Mayor and Board of Trustees on the adoption of said resolution were conducted openly; that the vote on the adoption of said resolution was taken openly; that said meeting was held at a specified time and place convenient to the public; that notice of said meeting was duly given to all news media requesting such notice; that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of said Mayor and Board of Trustees at least forty-eight (48) hours in advance of the holding of said meeting on a day other than a Saturday, a Sunday or a legal holiday for municipalities in the State of Illinois; that said meeting was called and held in strict compliance with the provisions of the Municipal Code of the State of Illinois, as amended and supplemented, and the Open Meetings Act of the State of Illinois, as supplemented and amended; and that said Mayor and Board of Trustees have complied with all of the provisions of said Municipal Code and said Act and with all of the procedural rules of said Mayor and Board of Trustees.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said Village, this ____ day of _____, 2010.

Village Clerk, Village of Carol Stream, DuPage
County, Illinois

[SEAL]

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (the "*Agreement*") is by and between the VILLAGE OF CAROL STREAM, DUPAGE COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois (the "*Issuer*"), and S&S INTERNATIONAL, INC., a corporation duly organized and validly existing under the laws of the State of Illinois (the "*Company*").

1. *Preliminary Statement.* Among the matters of mutual inducement which have resulted in this Agreement are the following:

(a) The Issuer is a home rule unit of government under Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois, and is authorized by its home rule powers to issue its revenue bonds to finance certain facilities, including without limitation its economic development revenue bonds to finance the costs of any industrial project for the purpose of creating job opportunities within the Village of Carol Stream, Illinois.

(b) The Company wishes to finance all or a portion of the cost of the construction of a building addition and related improvements and the acquisition of machinery, equipment and related property to be installed therein (the "*Project*"), all to be owned and operated by the Company, or its designee or designees, as a facility for the manufacture of stainless steel, aluminum and other metal products and all to be located in the Village of Carol Stream, Illinois. The Company wishes to have the Issuer issue one or more issues of its economic development revenue bonds in one or more series in an aggregate principal amount not to exceed a combined total of \$5,000,000 (the "*Bonds*"), to finance all or a portion of the costs of the Project pursuant to the home rule powers of the Issuer and the Internal Revenue Code of 1986, as amended (the "*Code*").

(c) The Bonds shall be special, limited obligations of the Issuer payable solely out of the revenues and receipts and other amounts received by or on behalf of the Issuer, pursuant to a loan agreement, lease agreement or other financing agreement between the Issuer and the Company or its designee or designees. The Bonds and the interest thereon shall not constitute an indebtedness or a loan of credit of the Issuer, the State of Illinois or any political subdivision thereof, within the meaning of any constitutional or statutory provisions, and no owner of any such revenue bonds shall have the right to compel any exercise of the taxing power of the Issuer, the State of Illinois or any political subdivision thereof to pay the principal of, premium, if any, or interest on the Bonds.

(d) The Issuer finds that the financing of the Project from the proceeds of the Bonds will be for the public purposes set forth herein by increasing employment and for the increased welfare and prosperity of the residents of the Village of Carol Stream, Illinois. Subject to due compliance with all requirements of law, the Issuer, by virtue of such authority as may now or hereafter be conferred, subject to the holding of a public hearing on the financing of the Project through the issuance of the Bonds and matters disclosed at said public hearing, subject to the availability of adequate volume cap and subject to receipt of adequate assurance from the Company or its designee or designees, that there are one or more purchasers for the Bonds, will issue and sell one or more issues of the Bonds in one or more series in an aggregate principal amount not to exceed a combined total of \$5,000,000, to pay all or a portion of the costs of the Project.

2. *Undertakings on the Part of the Issuer.* Subject to the conditions above stated, the Issuer hereby agrees as follows:

(a) That it will authorize the issuance and sale of one or more issues of the Bonds in one or more series in an amount not to exceed a combined aggregate principal amount of \$5,000,000, pursuant to its lawful and constitutional authority.

(b) That it will enter into a loan agreement, lease agreement or other financing agreement with the Company or its designee or designees, whereby the Company or its designee or designees will pay to, or on behalf of, the Issuer such sums as shall be sufficient to pay when due the principal of and interest and redemption premium, if any, on the Bonds as and when the same shall become due and payable.

(c) That it will take such further action and adopt such further proceedings as may be required to implement the aforesaid undertakings or as it may deem appropriate in pursuance thereof.

3. *Undertakings on the Part of the Company.* Subject to the conditions above stated, the Company hereby agrees as follows:

(a) That it will use all reasonable efforts to find one or more purchasers for the total amount of Bonds of each issue prior to requesting any further approval by the Issuer for such issue.

(b) That contemporaneously with the delivery of the Bonds it, or its designee or designees, will enter into a loan agreement, lease agreement or other financing agreement, with the Issuer, under the terms of which the Company or its designee or designees will obligate itself or themselves to pay to or on behalf of the Issuer sums sufficient in the aggregate to pay the principal of and interest and redemption premium, if any, on the Bonds as and when the same shall become due and payable. The Company, or its designee or designees, will also pay directly to the Issuer its reasonable fees and the reasonable fees and expenses of bond counsel in connection with the issuance of the Bonds.

(c) That it will take such further action and adopt such further proceedings as may be required to implement the aforesaid undertakings or as it may deem appropriate in pursuance thereof.

4. *General Provisions.* (a) All commitments of the Issuer under paragraph 2 hereof and of the Company under paragraph 3 hereof are subject to the conditions that on or before December 31, 2011 (or such other date as shall be mutually satisfactory to the Issuer and the Company), the Issuer and the Company shall have agreed to mutually acceptable terms and conditions of the loan agreement, lease agreement or other financing agreement referred to in paragraphs 2 and 3 above and of the Bonds and other instruments or proceedings relating to the Bonds.

(b) If the events set forth in (a) of this paragraph do not take place within the time set forth or any extension thereof and the Bonds in an amount of approximately the amount stated above are not sold within such time, the Company agrees that it will reimburse the Issuer for all reasonable and necessary direct out-of-pocket expenses which the Issuer may incur at the request of the Company arising from the execution of this Agreement and the performance by the Issuer of its obligations hereunder, and this Agreement shall thereupon terminate.

(c) The Company acknowledges that under the Code and Illinois law the allocation of authority to issue tax exempt private activity bonds during the term of this Agreement may be limited to an amount less than the

proposed principal amount of the Bonds, and the Issuer may choose, in its sole discretion, to give priority in any calendar year to the issuance of private activity bonds other than the proposed Bonds. The Issuer makes no representation or warranty that the Bonds will receive any necessary allocation of such authority to issue tax exempt private activity bonds.

(d) If, by reason of any limitation under the Code or for other cause, the Issuer is prevented from fulfilling its undertakings hereunder in accordance with the intent of the parties hereto, then at the request of the Company or otherwise this Agreement shall be assigned with full substitution by the Issuer to the Illinois Finance Authority or other state or local agency having power to finance the Project and willing to accept such assignment, and upon such assignment all obligations of the Issuer hereunder shall terminate.

IN WITNESS WHEREOF, the parties hereto have entered into this agreement by their officers thereunto duly authorized as of the 6th day of July, 2010.

VILLAGE OF CAROL STREAM, DUPAGE COUNTY,
ILLINOIS

By
Mayor

[SEAL]

ATTEST:

Village Clerk

S&S INTERNATIONAL, INC.

By
Its _____

[SEAL]

ATTEST:

By _____
Its _____

Village of Carol Stream

Interdepartmental Memo

TO: Joseph Breinig, Village Manager

FROM: Stan W. Helgerson, Finance Director 

DATE: June 25, 2010

RE: IRB – S&S International Inc.

S&S International Inc., 457 St. Paul Blvd., is currently going thru a 40,000 sq. ft. plant expansion along with the purchase of a CTL plate line machinery system. Although S&S International is currently under construction, they have applied for an Industrial Revenue Bond (IRB) in the amount not to exceed \$5,000,000 to assist in the financing of this project. By issuing an IRB, it would allow S&S International to borrow funds at a tax-exempt rate.

The Village's IRB cap has already been released to the State so we will need to apply to the State to receive the \$5m cap. S&S International has submitted their request along with the \$1,500 fee. S&S International will also be responsible for paying the cost of our attorney and bond counsel (Chapman & Cutter).

We are currently waiting for the commitment letter from MB Financial. The Village would not move to issue the bonds until we have received and accepted the commitment letter. Unlike most IRB's, the purchaser of the bonds, MB Financial, is already lined up. In this particular case, we are accepting the bank's commitment letter in lieu of requiring the financials from S&S International. The Village does not incur any financial risk in issuing the bonds. The risk is taken on by the purchaser of the bonds. The bonds will have the Village's name on them, but again, the Village is not financially responsible for them.

Upon the issuance of the bonds, the Village receives ½% of the total amount issued (\$25,000 on a \$5m issue). Also, S&S International anticipates an increase in the use of their utilities. I have estimated the increase in the utility tax revenues to be approximately \$15,000/yr.

Staff will be working with Stewart Diamond and Chuck Jarik from Chapman and Cutter in the issuance of the bonds. The Village Board will ultimately vote to issue or not issue the bonds at a later meeting.

If you have any questions, please contact Dawn Damolaris, Assistant Finance Director, or Chuck Jarik with Chapman and Cutter.

cc: Dawn Damolaris, Assistant Finance Director
Stewart Diamond, Village Attorney
Chuck Jarik, Attorney, Chapman & Cutter

Village of Carol Stream
Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager
FROM: Robert J. Glees, Community Development Director *RG*
DATE: June 30, 2010
RE: **S&S International – 457 St. Paul Boulevard
Status Report for Conditions of Zoning Approvals**

PURPOSE

The purpose of this memorandum is to provide a status report regarding the conditions of approval given to the referenced property as part of recent zoning approvals. This is being done in order to provide the Village Board with information as part of their consideration of a request from S&S International for approval of Industrial Revenue Bond financing.

DISCUSSION

During recent years, the Village Board has approved four ordinances granting zoning approvals to the property at 457 St. Paul Boulevard. The most recent two ordinances (Nos. 2009-10-52 and -53) have to do with the building expansion project which is currently nearing completion. These four ordinances contain certain conditions of approval, some of which include deadlines. A summary of the conditions of approval and their current status is as follows:

Ordinance No. 2003-12-86 Approving A Special Use Permit For Outdoor Process Equipment

1. That equipment installed outdoors in association with the dust collection system be painted using a color that closely matches the building.
Status: Complies.

2. That three 10-12 foot tall Colorado green spruce evergreen trees be planted as shown on the site plan, with any dead or dying trees to be replaced on an annual basis with a similar type and size of tree.
Status: Complies.

3. That the parking lot be re-stripped to provide at least 61 parking spaces, in accordance with the parking variation to allow the landbanking approved through Ordinance 90-09-79. The applicant must submit an accurate site

plan depicting where the parking stalls will be located so that staff can ensure that the required parking stall and drive aisle widths will be provided.

Status: No longer applicable. The site plan associated with this ordinance was superseded by the site plan for the current building expansion project.

4. That the equipment be completely enclosed by a seven-foot fence to block access to the equipment, for safety purposes.

Status: Complies.

5. That looped parking stall striping be used in accordance with the Village's looped striping standards.

Status: Complies.

6. That all items in conditions 1 through 5 must be completed by no later than May 1, 2004.

Status: All items have been completed.

7. That all outdoor scrap metal and material storage, including the dumpster, be placed within the fenced area, with the fence gates being closed at all times other than when materials are being added or removed from the fenced area.

Status: Complies, although we note that during a recent site inspection we observed trash containers outside of the fenced area, but these have to do with the construction project that is nearing completion.

Ordinance No. 2008-05-18 Approving A Special Use Permit For Additional Outdoor Process Equipment

1. That the new equipment must be installed in accordance with plan prepared by Spaceco, Inc., dated March 24, 2008.

Status: Complies.

2. That the new equipment installed outdoors in association with the dust collection system must be painted to match the color of the existing dust collection equipment and building.

Status: Complies.

3. That if the building is painted in the future, the outdoor dust collection equipment must also be painted to match the color of the building.

Status: Complies.

4. That both the existing and the new dust collection equipment must be completely enclosed by a seven-foot fence to block access to the equipment for safety purposes.

Status: Complies.

5. That the three existing Colorado green spruce evergreen trees must be relocated to the south of the new equipment, as shown on the site plan, in a position that will maximize the screening of the equipment as seen from St. Paul Boulevard, and that if the trees do not survive being transplanted, or if any of the trees are significantly damaged or die in the future, they must be replaced with a similar species evergreen tree that is a minimum of 10 feet in height at the time of planting.

Status: Complies.

6. That all asphalt drive aisles and parking surfaces must be repaved or repaired to comply with all applicable Village Codes by no later than September 1, 2009.

Status: No longer applicable. The site plan associated with this ordinance was superseded by the site plan for the current building expansion project.

7. That sufficient code-compliant parking stalls must be provided on the property, and that the applicant may apply for a new landbank parking variation to reduce the quantity of required parking spaces on the property, or supply the Village with an accurate employee count so as to determine the required parking for the use of space in the building.

Status: No longer applicable. The parking determination associated with this ordinance was superseded by the determination done for the current building expansion project.

8. That looped parking stall striping be used in accordance with the Village's looped striping standards.

Status: Complies.

9. That all outdoor scrap metal and material storage, including the dumpster, must be placed within the fenced storage area, with the fence gates being closed at all times other than when materials are being added or removed from the fenced area.

Status: Complies, although we note that during a recent site inspection we observed trash containers outside of the fenced area, but these have to do with the construction project that is nearing completion.

Ordinance No. 2009-10-52 Granting A Variation For Landbanked Parking

1. That the certificate of occupancy for the building addition shall not be issued until the parking lot is reconstructed as shown on the Geometric Plan. however, in the event that the building expansion project is not underway by summer 2010, the parking lot reconstruction work shall be completed by July 31, 2010.

Status: The building addition project is nearing completion, and the parking lot has been reconstructed.

2. That no fewer than 80 actual parking spaces shall be installed, as shown on the Geometric Plan.

Status: Complies.

3. That the parking spaces shall be striped in accordance with the Village's looped striping detail.

Status: Complies.

4. That the landscape materials shown on the Landscape Plan shall be installed prior to the issuance of a certificate of occupancy for the building addition, and that all landscape materials shall be maintained in a neat and healthy condition, with dead or dying landscape materials being replaced on an annual basis with a similar size and type of plant species as identified on the plan.

Status: The building addition project is nearing completion, and the landscaping will be checked at time of final inspection for occupancy.

5. That trash dumpsters for the facility must either be maintained inside the building, or a proper trash dumpster enclosure must be constructed to comply with the requirements of §9-1-5 of the Village Code.

Status: Complies, although we note that during a recent site inspection we observed trash containers outside of the fenced area, but these have to do with the construction project that is nearing completion.

6. That the parking and/or staging of trucks on the unimproved surface to the west of the existing truck maneuvering area on the west side of the building must cease immediately, and the rutted, unimproved surface must be restored prior to the issuance of the certificate of occupancy for the building addition, or by July 31, 2010, if the building addition project is not underway by this date.

Status: Complies.

7. That the rutted surface on either side of the drive aisle that connects this property (457 St. Paul) with the property under common ownership immediately to the west (423 St. Paul) must be repaired prior to the issuance of the certificate of occupancy for the building addition, or by July 31, 2010, if the building addition project is not underway by this date.

Status: Complies, although we note that turf restoration work remains to be completed. This will be checked at time of final inspection for occupancy.

8. That if deemed necessary by the Village, the 70 landbanked parking stalls shall be installed by the property owner as shown on the attached exhibits. The Village shall work with the applicant in determining the particular group or groups of stalls, and how many stalls, shall be installed. The Village shall retain the discretion to require that only a portion of the stalls be installed.

Status: Not applicable at this time.

9. That all actual parking spaces shall comply with the footcandle illumination requirements set forth in the Village's Subdivision Code. The applicant must provide the Engineering Services Department with a proper photometric plan demonstrating compliance with Village Code prior to the issuance of the building permit for the building addition.

Status: Complies.

Ordinance No. 2009-10-53 Granting A Modification To An Existing Special Use Permit For Outdoor Process Equipment

1. That the Village will not issue a certificate of occupancy for the proposed building addition until the parking lot reconstruction work as detailed on the Geometric Plan is complete. In the event that the building expansion project is not underway by summer 2010, the existing parking lots and drive aisles would need to be reconstructed by July 31, 2010.

Status: The building addition project is nearing completion, and the parking lot has been reconstructed.

Staff would note that the owner of S&S International also owns the adjacent property at 423 St. Paul Boulevard. Although that property is not part of the current request for Industrial Revenue Bond, it is subject to certain conditions of zoning approval, which are as follows:

Ordinance No. 2008-11-65 Approving A Special Use Permit For A Temporary Installation Of Outdoor Process Equipment

1. That the existing parking space striping shall be removed and repainted in the parking lot so that there is no confusion as to where vehicles may park.

Status: The lot has been restriped, but not in accordance with the approved plan. However, staff would note that the lot is largely unused, and drivers have plenty of spaces in which to park away from the storage enclosure.

2. That four additional parking spaces shall be removed immediately to the south of the spaces that are shown to be deleted on the site plan, so that a proper 24-foot wide drive aisle can be established around the south and west sides of the proposed fence enclosure.

Status: Not done. However, as noted above, the lot is largely unused and drivers have plenty of spaces to park away from the enclosure.

3. That the fenced enclosure shall be constructed by no later than January 1, 2009.

Status: Complies.

4. That the Special Use to allow the fenced outdoor storage shall be valid for a period of four years from the date of Village Board approval of the Special Use ordinance, and that the authority for outdoor storage shall terminate, and the parking lot shall be re-striped after the four-year temporary approval has lapsed.

Status: Not applicable at this time.

5. That the screening slats on the fenced enclosure shall be installed on the north, south and west sides of the enclosure.

Status: Complies.

6. That the existing dead trees in the greenspace area on the west side of the building shall be removed and replaced with six Colorado spruce evergreen trees that are a minimum of six feet in height at the time of installation.

Status: Complies.

7. That the fenced enclosure for the dust collection equipment at 457 St. Paul Boulevard, which is also owned by the petitioner, shall be constructed no later than 30 days after installation of the new replacement of the dust collector at that property and in any case by no later than May 1, 2009.

Status: Complies.

RECOMMENDATION

For purpose of information.

RJG:bg

C. Donald T. Bastian, Assistant Community Development Director

t:\director\correspondence\457 st paul 1.doc

VILLAGE OF CAROL STREAM SCHEDULE OF BILLS

July 6, 2010

AGENDA ITEM

K-1 7-6-10

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
ALL WAYS HEATING & AIR CONDITIONING					
RPL AIR COND ROOFTOP SYS PW	16,500.00	01670400 52244	MAINTENANCE & REPAIR	15190	20110026
	16,500.00				
ANDY FRAIN SERVICES					
CROSSING GUARD SRV MAY 2010	12,474.73	01662300 52105	CROSSING GUARDS	142324	20110040
	12,474.73				
B & F TECHNICAL CODE					
BUILDING PLAN REVIEW 124 WINDS	608.56	01643700 52253	CONSULTANT	31825	20110003
BUILDING PLAN REVIEW 250 S GARV	1,778.87	01643700 52253	CONSULTANT	31829	20110003
BUILDING PLAN REVIEW-1399 JASOI	1,065.20	01643700 52253	CONSULTANT	31787	20110003
BUILDING PLAN REVIEW-297 SCHMA	895.50	01643700 52253	CONSULTANT	31803	20110003
BUILDING PLAN REVIEW-369 E NORV	7,023.85	01643700 52253	CONSULTANT	31807	20110003
BUILDING PLAN REVIEW-500 SCHMA	1,778.87	01643700 52253	CONSULTANT	31796	20110003
	13,150.85				
BANDA RIKA					
PERF FEE FOR CONCERT 7/15 TWN	1,600.00	01750000 52288	CONCERT SERIES	7/15 CONCERT	
	1,600.00				
BASIC IRRIGATION SERVICES INC					
REPLACE ELECTRICAL FOR TC AER	495.00	01670600 52272	PROPERTY MAINTENANCE(NPDI 14352		
	495.00				
CAR REFLECTIONS					
SQUAD #680 RE STRIPE COMPLT LE	365.00	01662700 52212	AUTO MAINTENANCE & REPAIR	011810	
	365.00				
CH2MHILL OMI					
WRC MTHLY OPERATIONS-JULY 201	132,588.92	04101100 52262	OMI CONTRACT	49087	20110011
	132,588.92				
CHRISTOPHER B BURKE ENGR LTD					
SMA CONSULT SRV FRM APRL 25-JL	2,202.00	01621900 52253	CONSULTANT	94493	20110038
	2,202.00				
COMED					

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
SERV FROM 05/20 - 06/19	683.96	04101500 52248	ELECTRICITY	2496057000 JUN/10	
SERV FROM 05/20 - 06/21	2,631.44	06320000 52248	ELECTRICITY	5853045025-JUN/10	
SERV FROM 05/20 THRU 06/19	589.45	04201600 52248	ELECTRICITY	0300009027 JUN/10	
SERV FROM 05/20 THRU 06/22	153.82	06320000 52248	ELECTRICITY	6675448009JUN/10	
SERV FROM 05/20- 06/19	223.60	06320000 52248	ELECTRICITY	6213120002 JUN/10	
SERV FROM 05/20-06/19	118.57	01670600 52248	ELECTRICITY	6337409002 JUN/10	
SERV FROM 05/21 - 06/21	75.00	06320000 52248	ELECTRICITY	0030086009 JUN/10	
SERV FROM 05/21 - 06/21	75.00	06320000 52248	ELECTRICITY	3153036011 JUN/10	
SERV FROM 05/21 - 06/21	97.35	06320000 52248	ELECTRICITY	1353117013 JUN/10	
SERV FROM 05/21 - 06/22	31.34	01662300 52298	ATLE SERVICE FEE	4202129060 JUN10	
SERV FROM 05/21 - 6/21	85.39	06320000 52248	ELECTRICITY	6597112015 JUN/10	
SERV FROM 05/21 - 6/22	14.83	01670600 52248	ELECTRICITY	4483019016 JUN/10	
SERV FROM 05/21 - 6/22	17.08	06320000 52248	ELECTRICITY	7219135017 JUN10	
SERV FROM 05/21 - 6/22	73.92	01670600 52248	ELECTRICITY	0803155026 JUN/10	
SERV FROM 05/21 THRU 06/22	46.74	04101500 52248	ELECTRICITY	2073133107 JUN/10	
SERV FROM 05/21-6/21	137.70	01670600 52248	ELECTRICITY	2127117053 JUN/10	
SERV FROM 05/24 - 6/24	68.21	01670600 52248	ELECTRICITY	5838596003 JUN/10	
SERV FROM 5/20 THRU 6/19	34.34	04201600 52248	ELECTRICITY	2514004009 JUN/10	
SERV FROM 5/21 - 6/22	78.59	01670600 52248	ELECTRICITY	1865134015 JUN/10	
SERV FROM 5/24 THRU 6/22	98.35	04101500 52248	ELECTRICITY	0291093117 JUN/10	
	5,334.68				
COUNTY COURT REPORTERS INC					
COURT REPORTER 6/14/10	150.00	01530000 52241	COURT REPORTER FEES	101795	
	150.00				
CUSTOM SERVICE HEAT COOL INC					
HAVC MAINT & REPAIR PWKS	305.52	01670400 52244	MAINTENANCE & REPAIR	06/25/10	
OFFICE A/C MAINTENANCE	446.25	01670400 52244	MAINTENANCE & REPAIR	06/24/10	
	751.77				
DAVID G BAKER					
VLG BOARD MTG 06/21/10	105.00	01650100 52253	CONSULTANT	062110	
	105.00				
DAVID ZENNER					
PERF FEE FOR CONCERT 7/8/2010	1,400.00	01750000 52288	CONCERT SERIES	7/8 CONCERT	
	1,400.00				
DUPAGE CO CHILDRENS CTR					
2010 CONTRIBUTION	4,000.00	01662400 53330	INVESTIGATION FUND	CS001 2010	
	4,000.00				

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
ENGINEERING RESOURCE ASSOCIATES INC					
CONSULT SRV THRU MAY 28 2010	7,931.43	11740000 55486	ROADWAY CAPITAL IMPROVEME	100205.04	20100101
	<u>7,931.43</u>				
EXELON ENERGY INC					
SERV FRM 05/20 THRU 6/19	2,075.61	04201600 52248	ELECTRICITY	100559500080	
SERV FRM 05/21 - 06/22	2,626.71	04201600 52248	ELECTRICITY	100431200080	
SERV FROM 05/12 THRU 06/11	635.98	04101500 52248	ELECTRICITY	100431100080	
	<u>5,338.30</u>				
FEDEX					
INV SUMMARY JUN 16 2010	23.66	01650100 52229	POSTAGE	7 125 27733	
	<u>23.66</u>				
GEXPRO					
STREET LIGHTS	3,758.03	01670300 52271	STREET LIGHT MAINTENANCE	265-301465	
	<u>3,758.03</u>				
IGFOA					
AD FOR FINANCE DIRECTOR	250.00	01600000 52228	PERSONNEL HIRING	1401	
	<u>250.00</u>				
IEPA					
NPDES FEE JULY 2010- JUNE 2011	1,000.00	01620100 52272	PROPERTY MAINTENANCE(NPDI	JULY/10-JUN/11	
	<u>1,000.00</u>				
ILLINOIS CITY /COUNTY MANANGEMENT ASSN					
ANNUAL DUES 2010-2011	208.75	01590000 52234	DUES & SUBSCRIPTIONS	BOB MELLOR	
	<u>208.75</u>				
ILLINOIS TACTICAL OFFICERS ASSN					
CLASS FEE FOR P KONIOR- BUDDY.	10.00	01662700 52223	TRAINING	10133	
	<u>10.00</u>				
IMPACT NETWORKNG LLC					
COPIER MTC 06/06 - 07/06	3.33	01580000 53314	OFFICE SUPPLIES	081035	
COPIER MTC 06/06 - 07/06	3.92	01620100 53314	OFFICE SUPPLIES	081035	
COPIER MTC 06/06 - 07/06	4.17	01590000 52226	OFFICE EQUIPMENT MAINTENAF	081035	
COPIER MTC 06/06 - 07/06	4.17	01650100 52226	OFFICE EQUIPMENT MAINTENAF	081035	
COPIER MTC 06/06 - 07/06	5.16	01600000 53314	OFFICE SUPPLIES	081035	
COPIER MTC 06/06 - 07/06	5.33	01662556 53314	OFFICE SUPPLIES	081035	
COPIER MTC 06/06 - 07/06	6.67	01650100 53314	OFFICE SUPPLIES	081035	
COPIER MTC 06/06 - 07/06	8.33	01590000 53314	OFFICE SUPPLIES	081035	
COPIER MTC 06/06 - 07/06	12.50	01620100 52226	OFFICE EQUIPMENT MAINTENAF	081035	

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
COPIER MTC 06/06 - 07/06	12.50	01670100 52226	OFFICE EQUIPMENT MAINTENAN	081035	
COPIER MTC 06/06 - 07/06	14.58	01613000 53317	OPERATING SUPPLIES	081035	
COPIER MTC 06/06 - 07/06	16.67	01610100 52226	OFFICE EQUIPMENT MAINTENAN	081035	
COPIER MTC 06/06 - 07/06	16.67	01640100 52226	OFFICE EQUIPMENT MAINTENAN	081035	
COPIER MTC 06/06 - 07/06	21.07	01670100 53314	OFFICE SUPPLIES	081035	
COPIER MTC 06/06 - 07/06	21.17	01662456 53314	OFFICE SUPPLIES	081035	
COPIER MTC 06/06 - 07/06	21.17	01662756 53314	OFFICE SUPPLIES	081035	
COPIER MTC 06/06 - 07/06	21.83	01640100 53314	OFFICE SUPPLIES	081035	
COPIER MTC 06/06 - 07/06	36.08	01612900 53317	OPERATING SUPPLIES	081035	
COPIER MTC 06/06 - 07/06	42.42	01660100 53314	OFFICE SUPPLIES	081035	
COPIER MTC 06/06 - 07/06	42.42	01664756 53314	OFFICE SUPPLIES	081035	
COPIER MTC 06/06 - 07/06	87.50	01610100 53317	OPERATING SUPPLIES	081035	
COPIER MTC 06/06 - 07/06	132.50	01662656 53314	OFFICE SUPPLIES	081035	
	540.16				
IRON MOUNTAIN INTELLECTUAL PROPERTY MG					
COVERAGE FRM 8/11/10 - 8/10/2011	700.00	01610100 52255	SOFTWARE MAINTENANCE	4134487	
	700.00				
LINO'S AUTO BODY REPAIR					
SQUAD #680 DAMAGE REPAIRED FR	9,569.77	01650100 52215	IRMA DEDUCTIBLES	E1517	
	9,569.77				
MORONI LAW OFFICES					
PROF SERV THRU MAY 2010	2,810.00	01570000 52235	LEGAL FEES-PROSECUTION	MAY 2010	
	2,810.00				
MUNICIPAL CLERKS OF DUPAGE CO					
MEMB APPL RNWL JUNE 2010-MAY 2	35.00	01580000 52234	DUES & SUBSCRIPTIONS	MELODY/PROGAR	
	35.00				
NEXTEL COMMUNICATIONS					
SERV FROM APRIL 24 - MAY 23	10.17	01622300 52230	TELEPHONE	760300514 100	
SERV FROM APRIL 24 - MAY 23	20.34	01623100 52230	TELEPHONE	760300514 100	
SERV FROM APRIL 24 - MAY 23	22.71	01642100 52230	TELEPHONE	760300514 100	
SERV FROM APRIL 24 - MAY 23	22.71	01643700 52230	TELEPHONE	760300514 100	
SERV FROM APRIL 24 - MAY 23	37.29	01621900 52230	TELEPHONE	760300514 100	
SERV FROM APRIL 24 - MAY 23	45.70	01680000 52230	TELEPHONE	760300514 100	
SERV FROM APRIL 24 - MAY 23	47.46	01621300 52230	TELEPHONE	760300514 100	
SERV FROM APRIL 24 - MAY 23	53.48	01662500 52230	TELEPHONE	760300514 100	
SERV FROM APRIL 24 - MAY 23	56.45	01610100 52230	TELEPHONE	760300514 100	
SERV FROM APRIL 24 - MAY 23	62.70	01600000 52230	TELEPHONE	760300514 100	
SERV FROM APRIL 24 - MAY 23	74.57	01622200 52230	TELEPHONE	760300514 100	

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
SERV FROM APRIL 24 - MAY 23	91.07	01662700 52230	TELEPHONE	760300514 100	
SERV FROM APRIL 24 - MAY 23	92.85	01662300 52230	TELEPHONE	760300514 100	
SERV FROM APRIL 24 - MAY 23	133.56	01652800 52230	TELEPHONE	760300514 100	
SERV FROM APRIL 24 - MAY 23	149.15	01620100 52230	TELEPHONE	760300514 100	
SERV FROM APRIL 24 - MAY 23	153.16	01662400 52230	TELEPHONE	760300514 100	
SERV FROM APRIL 24 - MAY 23	176.05	01650100 52230	TELEPHONE	760300514 100	
SERV FROM APRIL 24 - MAY 23	183.78	01670100 52230	TELEPHONE	760300514 100	
SERV FROM APRIL 24 - MAY 23	184.13	01664700 52230	TELEPHONE	760300514 100	
SERV FROM APRIL 24 - MAY 23	199.97	01660100 53350	SMALL EQUIPMENT EXPENSE	760300514 100	
SERV FROM APRIL 24 - MAY 23	258.35	04201600 52230	TELEPHONE	760300514 100	
SERV FROM APRIL 24 - MAY 23	363.18	01660100 52230	TELEPHONE	760300514 100	
	<u>2,438.83</u>				
PLOTE CONSTRUCTION INC					
	-2,946.00	06 21333	RETAINAGE - PLOTE 2006	100210.03	20110012
2010 FLEXIBLE PAVEMENT PROJEC	29,460.05	06320000 54470	STREET RESURFACING	100210.03	20110012
	<u>26,514.05</u>				
R C TOPSOIL INC					
DIRT FOR RESTORATIONS	140.00	01670400 53317	OPERATING SUPPLIES	100479	
	<u>140.00</u>				
THOMSON WEST					
REFERENCE MATERIAL 5/5 THRU 06	73.00	01580000 52234	DUES & SUBSCRIPTIONS	820789455	
REFERENCE MATERIAL 5/5 THRU 06	73.00	01662700 53318	REFERENCE MATERIALS	820789455	
	<u>146.00</u>				
TRANSYSTEMS CORPORATION					
KUHN ROAD BIKE PATH PHASE I	1,953.90	11740000 55486	ROADWAY CAPITAL IMPROVEME	21(1897588)	
	<u>1,953.90</u>				
	<u><u>254,485.83</u></u>				

The preceding list of bills payable totaling \$254,485.83 was reviewed and approved for payment.

Approved by:



Joe Breinig - Village Manager

Date: 7/1/10

Authorized by:

Frank Saverino Sr – Mayor

Beth Melody, Village Clerk

Date: _____

AGENDA ITEM

K-2 7-6-10

ADDENDUM WARRANTS June 22, 2010 to July 6, 2010

Fund	Check #	Vendor	Description	Amount
General	A C H	Charter One Bank	Payroll June 14, 2010 to June 24, 2010	500,604.18
Water & Sewer	A C H	Charter One Bank	Payroll June 14, 2010 to June 24, 2010	35,397.68
General	A C H	Ill Funds	Dupage Water Commission - May 2010	<u>223,036.73</u>
				<u>759,038.59</u>

Approved this _____ day of _____, 2010

By: _____
Frank Saverino Sr - Mayor

Beth Melody - Village Clerk