

# Village of Carol Stream

## BOARD MEETING

### AGENDA

MARCH 16, 2020

7:30 P.M.

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

#### **A. ROLL CALL AND PLEDGE OF ALLEGIANCE:**

#### **B. MINUTES:**

1. Approval of Minutes of the March 2, 2020 Special Workshop Meeting.
2. Approval of Minutes of the March 2, 2020 Village Board Meeting.
3. Approval but not release of Executive Session Minutes of the March 2, 2020 Village Board Meeting.

#### **C. LISTENING POST:**

1. Addresses from Audience (3 Minutes).

#### **D. PUBLIC HEARINGS:**

1. Public Hearing for an Annexation Agreement for the V Holdings, Inc. (formerly known as Vequity Holdings, Inc.) property at 2201 N. Main Street, Wheaton, Illinois. *This Public Hearing is noticed to receive comments on the proposed Annexation Agreement for the V Holdings, Inc. property at the northeast corner of Geneva Road and Schmale Road, which is proposed to be redeveloped with an automobile fueling station and convenience store. **Continued from the March 2, 2020, Village Board meeting.***

#### **E. 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.***

#### **F. BOARD AND COMMISSION REPORTS:**

#### **G. OLD BUSINESS:**

#### **H. STAFF REPORTS AND RECOMMENDATIONS:**

1. Recommendation for Approval of Amendment No. 4 to the Agreement for Operations, Maintenance and Management Services to the Water Reclamation Center (WRC). *Staff recommends approval of Amendment No. 4 to the Agreement for Operations, Maintenance and Management Services of the WRC in the amount of \$1,925,758 for the period May 1, 2020 through April 30, 2021.*

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2. Motion Authorizing the Village Manager to Enter into an Employee Leasing Agreement with GovTemps USA for Contract Part-Time Secretarial Services in the Public Works Department. *Staff recommends approval of an employee leasing agreement with GovTemps USA for contract part-time secretarial services in the Public Works Department for the period of March 30, 2020 through April 30, 2021.*
3. 2020 Flexible Pavement Project – Award of Contract. *Staff recommends the 2020 Flexible Pavement Project be awarded to Schroeder Asphalt Services, Inc. of Huntley, IL at the bid unit prices proposed.*
4. Truck Rehabilitation Services – Award of Contract. *Staff recommends approving a contract for truck rehabilitation services to Henderson Products under Sourcewell contract number 080818-HPI in the amount of \$153,956.00, pursuant to the provisions of Section 5-8-3(B) and subsection 5-8-14(L) of the Carol Stream Code of Ordinances.*
5. Purchase of AMR's for the AMR Replacement Program. *Staff recommends approval of the purchase of AMR's to Midwest Meter, Inc. in the amount of \$349,193.00.*
6. Purchase of High Risk Ballistic Vests. *Staff recommends approval to purchase 42 high velocity ballistic vests through JG Uniforms in the amount of \$12,640.00.*

#### **I. ORDINANCES:**

1. Ordinance No. 2020-03-\_\_\_\_\_ Approving an Annexation Agreement. *An Annexation Agreement for the V Holdings, Inc. (formerly known as Vequity Holdings, Inc.) property at 2201 N. Main Street, Wheaton, Illinois, which is proposed to be redeveloped in conjunction with other adjacent, incorporated parcels with a 3,500 square foot automobile service station and convenience store. Staff recommends approval of the Ordinance.*

#### **J. RESOLUTIONS:**

1. Resolution No. \_\_\_\_\_ Declaring Surplus Property Owned by the Village of Carol Stream. *Staff recommends Truck 12, 2005 Ford F350 SD be declared surplus and authorize its disposal via public auction.*

# Village of Carol Stream

## BOARD MEETING

### AGENDA

MARCH 16, 2020

7:30 P.M.

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

2. Resolution No. \_\_\_\_ Declaring Surplus Property Owned by the Village of Carol Stream. *Staff recommends designated laptop hard drives be declared surplus and authorize a transfer of ownership to the Carol Stream Public Library.*

#### **K. NEW BUSINESS:**

1. Appointment to the Police Pension Fund Board. *Recommendation to reappoint Anthony Simonetta to the Police Pension Fund Board for a term expiring April 30, 2022.*

#### **L. PAYMENT OF BILLS:**

1. Regular Bills: March 3, 2020 through March 16, 2020.
2. Addendum Warrants: March 3, 2020 through March 16, 2020.

#### **M. REPORT OF OFFICERS:**

1. Mayor:
2. Trustees:
3. Clerk:
4. Treasurer's Report: *Revenue/Expenditure Statements and Balance Sheet for the Month Ended February 29, 2020.*

#### **N. EXECUTIVE SESSION:**

#### **O. ADJOURNMENT:**

<b>LAST ORDINANCE</b>	<b>2020-02-06</b>	<b>LAST RESOLUTION</b>	<b>3129</b>
<b>NEXT ORDINANCE</b>	<b>2020-03-07</b>	<b>NEXT RESOLUTION</b>	<b>3130</b>

# Village of Carol Stream

## Special Meeting of the Village Board

### *FY 21 Budget Workshop-General Fund (Part 2) and other Funds*

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

March 2, 2020

6:00 p.m. – 7:03 p.m.

## Meeting Notes

### ATTENDANCE:

Mayor Frank Saverino  
Trustee Rick Gieser  
Trustee John LaRocca  
Trustee Mary Frusolone  
Trustee John Zalak  
Trustee Greg Schwarze  
Trustee Matt McCarthy  
Village Clerk Laura Czarnecki

Bob Mellor, Village Manager  
Joe Carey, Assistant Village Manager  
Tia Messino, Asst. to the Village Manager  
Jon Batek, Finance Director  
Bill Cleveland, Engineering Director  
Phil Modaff, Public Works Director  
Don Bastian, Community Dev. Director  
Marc Talavera, I. T. Director  
Steve Schmidt, Police Services Director  
John Jungers, Deputy Police Chief  
Don Cummings, Commander  
Ron Roehn, Public Works Supt.  
Mike Zochert, Deputy Police Chief

### ABSENT:

The meeting was called to order at 6:00 p.m. by Mayor Saverino, Sr. and the roll call read by Village Clerk Laura Czarnecki. The result of the roll call vote was as follows:

Present: Mayor Saverino, Sr., Trustees Zalak, LaRocca, Gieser, Frusolone, Schwarze and McCarthy

Absent:

### FY 21 Budget Workshop #2-General Fund Part 2 and Other Funds

Finance Director Jon Batek led the discussion of the General Fund, Police Pension Fund and TIF Fund budgets as follows:

### Current Year FY20 Year-End Projection

FY20 Revenues are projected to end the year \$315,000 or 1.1% above original budget projections.

Estimated FY20 Year-End	\$ 28,790,000
Original FY20 Budget	28,475,000
Revenues Above Budget	<u>\$ 315,000</u>

FY20 projected Expenditures are expected to be below budget by \$1,500,000 or 5.3%.

Estimated FY20 Year-End	\$ 26,975,000
Original FY20 Budget	28,475,000
Expenditures Below Budget	<u>\$ 1,500,000</u>

This results in a projected surplus of \$1,815,000.

Source of \$1,500,000 of expenditures under FY20 Budget:

- Salary & Benefit Costs (\$896,000)
  - 6 retirements (incl. 2 department heads)
  - 7 additional resignations
  - 4 positions held vacant + 5 vacant Police Officer positions
- Contractual Services (\$284,000)
  - Beginning of year freeze of \$619,000 of various contractual and capital items.
    - North Ave / TC Mulch
    - PW Space Optimization Study
    - Fountain Maintenance / Repairs
    - Agenda Management System
    - Microfilm Digitizing
- Capital Outlay (\$320,000)
  - Police Vehicles (\$195K) 2 frozen, remaining deferred to FY21
  - Emergency Operating Center Buildout (\$100K) Frozen, re-budgeted in FY21

### FY21 Revenue Projections

- ☑ The \$3.8 million property tax approved in November 2019 has secured the long-term viability of the Capital Improvements Program (CIP).
- ☑ \$3.25 million of General Fund Revenues reassigned to the Capital Projects Fund beginning May 1, 2020.
  - Electricity Use Tax
  - Real Estate Transfer Tax
  - Telecommunications Tax
- ☑ After these changes, total General Fund revenues for FY21 are projected at:
  - 1.7% increase compared to FY20 budgeted revenues.
  - 0.6% increase over estimated FY20 year-end revenues.

	<u>FY20 Budget</u>	<u>FY20 Estimate</u>	<u>FY21 Projected</u>	<u>FY21 Over/ (Under) FY20 Budget</u>	<u>FY21 Over/ (Under) FY20 Est.</u>
Property Tax	\$ -	\$ -	\$ 3,800,000	\$3,800,000	3,800,000
Sales Tax	6,935,000	7,050,000	6,825,000	(110,000)	(225,000)
Home Rule Sales Tax	5,150,000	5,175,000	5,016,000	(134,000)	(159,000)
State Income Tax	3,960,000	4,260,000	4,170,000	210,000	(90,000)
Local Use Tax	1,220,000	1,425,000	1,603,000	383,000	178,000
Utility Tax - Telecomm.	877,000	729,000	-	(877,000)	(729,000)
Utility Tax - Electricity	1,880,000	1,860,000	-	(1,880,000)	(1,860,000)
Real Estate Transfer Tax	950,000	775,000	-	(950,000)	(775,000)
Natural Gas Use Tax	620,000	620,000	620,000	-	-
2% Liquor Tax	400,000	240,000	325,000	(75,000)	85,000
All Other Taxes	957,000	976,600	1,004,900	47,900	28,300
Total Taxes	22,949,000	23,110,600	23,363,900	414,900	253,300
Licenses and Permits	1,645,500	1,495,500	1,625,200	(20,300)	129,700
Grants	100,000	275,000	275,000	175,000	-
Charges for Services	1,644,500	1,670,900	1,664,000	19,500	(6,900)
Fines and Forfeitures	1,518,000	1,540,000	1,451,000	(67,000)	(89,000)
Interest Income	210,000	345,000	175,000	(35,000)	(170,000)
Miscellaneous Revenue	408,000	353,000	395,900	(12,100)	42,900
Total Revenues	\$ 28,475,000	\$ 28,790,000	\$ 28,950,000	\$ 475,000 1.7%	\$ 160,000 0.6%

### New Revenue Threat

February 19, 2020 Governor's Budget Address:

- 5% LGDF (Income Tax) diversions taken from Illinois municipalities in each of the last 3 state fiscal years (10% in SFY18) is expected to continue beginning July 1, 2020.
- In FY21, an ADDITIONAL 5% LGDF diversion will be taken and held in reserve. If the Governor's proposed graduated income tax (GIT) referendum passes in November 2020, the reserved funds will be returned to municipalities. If the proposed GIT fails, the funds will be lost, likely forever. Revenue share percentages will be reduced under a GIT, continuing to freeze-out municipalities from any gains in taxes traditionally shared.
- Estimated revenue loss to Carol Stream = \$210,000.
- No changes proposed to draft FY21 budget resulting from this proposal. Will assess the situation following the November election/referendum and make adjustments to budget as needed.

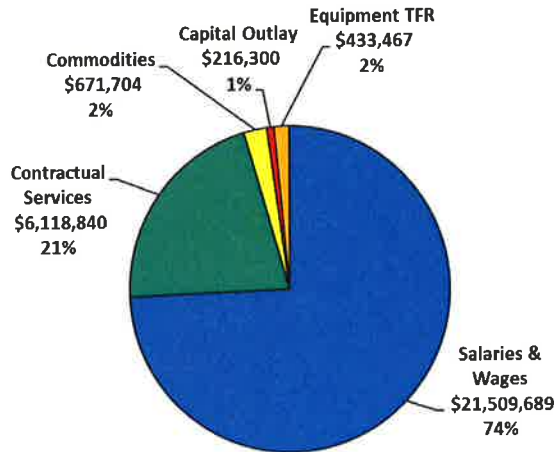
### FY21 Proposed Expenditures

FY21 Proposed Budget is balanced as proposed

Projected Revenues	\$ 28,950,000
Projected Expenditures	28,950,000
Projected Surplus	\$ _____ 0

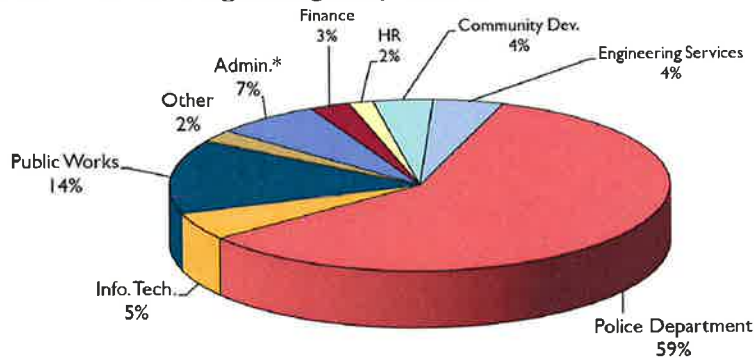
- Proposed expenditures increased by 1.7% over FY20 budget.
- Initial department requests were 3.1% over FY20 budget.
- Expenditure cutbacks were implemented to meet projected revenues for FY21.

## Proposed General Corporate Fund Expenditures by Type Fiscal Year 21 Beginning May 1, 2020



Total Proposed = \$28,950,000

## Proposed General Corporate Fund Expenditures by Department Fiscal Year 21 Beginning May 1, 2020



\*Includes Administration, Village Board & Clerk, Plan Commission & ZBA, Fire & Police Commissioners, Legal, Municipal Building, Emergency Services and Special Events.

## Draft General Corporate Fund Budget Expenditures FY21 Proposed Compared to FY20 Budget

	Actual FY 18/19	Adopted Budget FY 19/20	Estimated FY 19/20	Proposed Budget FY 20/21	FY19/20 Proposed to FY18/19 Budget	
Personal Services	\$ 12,816,040	\$ 13,662,136	\$ 12,898,162	\$ 13,421,974	\$ (240,162)	-1.8%
Seasonal Help	39,936	47,374	45,566	55,588	8,214	17.3%
Court Time	135,882	139,000	138,700	145,000	6,000	4.3%
Overtime	873,475	791,750	825,600	852,900	61,150	7.7%
Group Insurance	1,722,967	1,843,723	1,742,863	1,893,326	49,603	2.7%
IMRF	830,563	797,619	769,093	913,473	115,854	14.5%
FICA	1,007,732	1,031,211	1,005,080	1,064,944	33,733	3.3%
Work Comp/Unempl.	311,961	320,132	312,132	312,132	(8,000)	-2.5%
Police Pension	2,434,978	2,625,502	2,625,502	2,850,352	224,850	8.6%
<b>Total Salaries &amp; Wages</b>	<b>20,173,534</b>	<b>21,258,447</b>	<b>20,362,698</b>	<b>21,509,689</b>	<b>251,242</b>	<b>1.2%</b>
Contractual Services	5,170,816	5,932,952	5,648,466	6,118,840	185,888	3.1%
Commodities	427,528	489,301	486,361	671,704	182,403	37.3%
Capital Outlay	609,724	794,300	477,475	216,300	(578,000)	-72.8%
IFT - Equipment Repl.	-	-	-	433,467	433,467	100.0%
<b>Total Expenditures</b>	<b>\$ 26,381,602</b>	<b>\$ 28,475,000</b>	<b>\$ 26,975,000</b>	<b>\$ 28,950,000</b>	<b>\$ 475,000</b>	<b>1.7%</b>

## General Fund Budget – FY21 Salaries & Wages

- Personal Services (Salaries) show a decrease of 1.8% compared to the FY20 budget.
  - Total regular FT and PT staffing proposed for FY21 is reduced by 2.5 Full-Time-Equivalent positions.
  - Reduced costs due to current year retirements / resignations and replacement employees hired / promoted at lower salaries.
  - Net budgeted salary decrease in Engineering, Police, PW Streets, PW Garage, and Municipal Building.
  - Reallocation of budgeted Public Works salaries between General Fund and Water & Sewer Fund to more accurately reflect actual experience. This results in a reduction in GF salaries and an increase in salaries allocated to the W&S Fund.
  - In FY20, we budgeted an additional \$200,000 for payment of accrued leave balances at retirement for anticipated retirements. This does not recur in FY21.
- Seasonal Help (17.3% above FY20 budget)
  - Addition of one seasonal position in Community Development beginning in FY21 (UDO Project).
  - Future cost increases as Illinois minimum wage steps up to \$15/hour by 1/1/2025.
- Overtime (7.7% above FY20 budget)
  - In FY20 we are tracking above budget, yet below FY19 actual expenses. FY21 budget is 7.7% above FY20 budget but also below FY19 actual expenses.
  - Actual overtime expenses are highly dependent upon shift coverage and in many cases the frequency and severity of weather related call-outs.
  - Police Department overtime increases covered by increased grant related activity.
- Pensions
  - IMRF (14.5% above FY20 budget) employer contribution rate increased from 11.48% to 13.63% of payroll between 2019 and 2020 (18.7% increase in rate). This was due to poor investment returns in CY2018 (-4.25%) combined with a reduction in investment return assumption to 7.25%. This should moderate next year based on CY2019 returns of over 19.7%.
  - Police Pension Fund (8.6% above FY20 budget) Contribution to increase by \$224,850 to a total of \$2,850,352 for FY21. Fund returns as of 12/31/19 were similarly over 19% year to date which should benefit future years.

## Changes in Proposed Village Staffing (non-seasonal) – FY21

<b>FY20 Authorized Positions</b>	<b>164.20</b>
<u>Engineering Services</u>	
- Civil Engineer	(1.00)
+ Engineering Technician	1.00
<u>Public Works</u>	
- PT Secretary (to be filled on contract basis)	(0.50)
- Facilities Technician	(1.00)
<u>Police</u>	
- Police Officer	<u>(1.00)</u>
<b>Proposed FY21 Authorized Staffing</b>	<b><u>161.70</u></b>
Net Change from FY20	(2.50)
% Change from FY20	-1.5%



## Department Highlights

- Village Board & Clerk
  - Board / Executive Staff Goal Setting Workshop (\$5K)
  - Senior Council support contribution continues (\$10K)
  - Community Survey planned for FY22 (\$20K)
- Emergency Services
  - Emergency management consulting (\$50K)
  - Village Hall build-out of EOC (\$40K)
- Financial Management
  - Re-budgeted cash receipting software and hardware upgrade (MUNIS financial system) to integrate credit card processing and possible e-commerce solutions (\$30K).
- Municipal Building
  - Town Center
    - Complete replacement of fountain motor/pump systems (\$28K)
    - Change in fountain operations from Memorial Day to Labor Day.
  - Municipal Center
    - Added Natural Gas charges due to full utilization of annual NICOR franchise “free therm” allotment (\$10K)
- Community Development
  - Seasonal intern added to facilitate completion of the UDO project.
  - Some funding set aside for possible Economic Development initiatives / incentives (\$25K)
- Engineering Services
  - Net Budget decrease of 5.0% from FY20 budget.
  - Cost savings produced through retirement, internal promotions and downgrade of Civil Engineer position to Engineering Technician.
- Information Technology
  - Cyber Security vulnerability assessment (\$6K)
  - Multi-factor authentication (\$13K)
  - Police Laptop Replacements (half in FY21, half in FY22) (\$70K each year)
  - Desktop Computer Replacements (\$10K)
- Police Department
  - Staffing reduction of 1 vacant Police Officer position while PD conducts a comprehensive staffing study during FY21.
  - Emphasis on grant funded enforcement initiatives continues.
  - Continued strong focus on training. 7.3% increase over FY20 budget.
  - Spike of \$79K in small equipment accounts, mostly related to vehicle equipment costs deferred from FY20 to FY21 due to timing of replacement vehicle availability.
- Public Works Department
  - Eliminating vacant Facilities Technician position. Budgeted for last 3 years, funding frozen. Still desired, but not feasible in current budget climate.
  - PWC Space Optimization Study re-budgeted from FY20. (\$30K)
  - Road Salt - \$42K increase based on review of current inventories and recent review of market costs.
  - Continue long-term trend of reducing street light energy costs through systematic conversion of lamps to LED and obtaining ComEd grants for funding (\$25,886 received Jan. 2020).
  - Mulching of North Ave. / Town Center / Daylily Park planting beds reinstated following 2 deferral cycles.

- \$57K increase in tree trimming / removals / replacements based on updated assessment of older trees in decline and catch-up on previous year deferrals.

### **Budget Cutbacks Implemented**

Due to limited growth in total available revenues of 1.7%, the following cutbacks were needed to bring the budget into balance for FY21:

<b>\$ 107,020</b>	<b>Police - modified training budget</b>
94,652	Police - reduce 1 vacant officer position
49,899	PW - reduce vacant Facilities Tech.
75,000	New Parking Ticket Software System
	Recurring annual cost estimate = \$60,000
14,000	IT - Reduce scope of cyber security assessment
10,000	IT - Agenda Management software
10,000	Finance - Copier replacement
8,000	PW - Pond aerator replacements
4,800	IT - Laserfiche training reduction
2,900	Finance - Conference elimination
<b>\$ 376,271</b>	<b>Total Cutbacks</b>

### **North Ave./Schmale Rd. TIF**

- TIF Structure
  - Non-monetized Village note of \$3.5M (Caputo's Grocery parcel).
  - Secured by 100% of incremental property taxes + 50% of sales taxes for a period of 13 years (2027). 2 year extension (to 2029) if total principal not paid (incremental property taxes ONLY).
- Caputo's note began October 28, 2014 (when grocery opened).
- FY20 – Total of \$223,022 in principal paid on \$3.5 million note through April 30, 2020. Total principal and interest paid on the note since inception = \$937,872.
- FY21 projected principal payments = \$125,000.
- Phase II Development under discussion.

### **Police Pension Fund**

- \$50.1 million in net assets at April 30, 2019.
  - Officer + Village Contributions covering benefits paid out at approximate 1:1 ratio during FY10.
  - Asset Value at 12/31/19 = \$54.1 million, 19% return YTD!
- 62.06% funded as of April 30, 2019 vs. 61.69% last year.
- Pension Fund consolidation per P.A. 101-0610.
  - Investment consolidation within 30 months (mid-2022).
  - Local pension boards remain intact.
  - Investments in trust, no comingling between funds.
  - Transitional Police Fund Board established
    - First met on February 24<sup>th</sup>.

The Village Board concurred with staff recommendations on the recruitment of the new Community Development Intern for the UDO project in the proposed FY21 budget. The Village Board praised staff for their efforts to control expenses and present a balanced General Fund budget.

There being no further business, Trustee McCarthy moved and Trustee Gieser made the second to adjourn the Special Board meeting. The meeting was adjourned unanimously at 7:03 p.m.

FOR THE BOARD OF TRUSTEES

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Frank Saverino, Sr., Mayor

ATTEST:

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Laura Czarnecki, Village Clerk

**REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES**  
**Gregory J. Bielawski Municipal Center, 500 N. Gary Avenue,**  
**Carol Stream, DuPage County, IL**

**March 2, 2020**

Mayor Saverino called the Regular Meeting of the Board of Trustees to order at 7:30 p.m. and directed Village Clerk Laura Czarnecki to call the roll.

Present: Mayor Frank Saverino, Sr., Trustees John Zalak, John LaRocca, Rick Gieser, Mary Frusolone, Greg Schwarze and Matt McCarthy

Absent: None

Also Present: Village Manager Bob Mellor, Assistant Village Manager Joe Carey and Assistant Village Attorney Mallory Milluzzi

\*All persons physically present at meeting unless noted otherwise

**MINUTES:**

*Trustee McCarthy moved and Trustee Schwarze made the second to approve the Minutes of the February 18, 2020 Village Board Meeting. The results of the roll call vote were as follows:*

*Ayes: 6 Trustees Zalak, LaRocca, Gieser, Frusolone, Schwarze and McCarthy*

*Abstain: 0*

*Absent: 0*

*The motion passed.*

**LISTENING POST:**

1. ComEd Presentation – Street Light Program Incentive. *ComEd External Affairs Manager, Cynthia Thomas, recognized the Village of Carol Stream for installing energy saving LED street lights and announced the Village received a check for \$25,886.00 for this effort.*
2. Addresses from Audience (3 Minutes). *None*

**PUBLIC HEARINGS:**

1. Public Hearing for an Annexation Agreement for the V Holdings, Inc. (formerly known as Vequity Holdings, Inc.) property at 2201 N. Main Street, Wheaton, Illinois. *This Public Hearing is noticed to receive comments on the proposed Annexation Agreement for the V Holdings, Inc. property at the northeast corner of Geneva Road and Schmale Road, which is proposed to be redeveloped with an automobile fueling station and convenience store.*

*Trustee McCarthy moved and Trustee Schwarze made the second to open the public hearing on an Annexation Agreement for the V Holdings, Inc. (formerly known as Vequity Holdings, Inc.) property at 2201 N. Main Street, Wheaton, Illinois. The results of the roll call vote were as follows:*

*Ayes: 6 Trustees Zalak, LaRocca, Gieser, Frusolone, Schwarze and McCarthy*

*Nays: 0*

*Absent: 0*

*Trustee Frusolone moved and Trustee Gieser made the second to continue the public hearing on an Annexation Agreement for the V Holdings, Inc. property at 2200 N. Main Street, Wheaton, Illinois to the March 16, 2020 Village Board meeting. The results of the roll call vote were as follows:*

*Ayes: 6 Trustees Zalak, LaRocca, Gieser, Frusolone, Schwarze and McCarthy*

*Nays: 0*

*Absent: 0*

*The motion passed.*

**CONSENT AGENDA:**

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

*Ayes: 6 Trustees Zalak, LaRocca, Gieser, Frusolone, Schwarze and McCarthy*

*Nays: 0*

*Absent: 0*

*The motion passed.*

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

*Ayes: 6 Trustees Zalak, LaRocca, Gieser, Frusolone, Schwarze and McCarthy*

*Nays: 0*

*Absent: 0*

*The motion passed.*

1. Recommendation to Adopt a Green Infrastructure Policy.
2. Recommendation to Adopt a Complete Streets Policy.
3. FY 2019/20 Pond Shoreline and Wetland Maintenance – Change Order No. 1, Community Park-Seeding Priority Area #1.
4. Telephone System Upgrade.
5. Resolution No. 3128 Accepting a Grant of Storm Water Management and Conveyance Easement (246 Kehoe Blvd.-Packaging Personified).
6. Resolution No. 3129 Declaring Surplus Property owned by the Village of Carol Stream.
7. Raffle License Application – Carl Sandburg Elementary School.
8. Raffle License Application – Carol Stream Rotary Club.
9. Payment of Regular and Addendum Warrant of Bills from February 19, 2020 through March 2, 2020.

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

*Ayes: 6 Trustees Zalak, LaRocca, Gieser, Frusolone, Schwarze and McCarthy*

*Nays: 0*

*Absent: 0*

*The motion passed.*

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

**Recommendation to Adopt a Green Infrastructure Policy:**

*The Village Board approved a Green Infrastructure Policy that considers stormwater runoff quality in the design and construction of infrastructure projects.*

**Recommendation to Adopt a Complete Streets Policy:**

*The Village Board approved a Complete Streets Policy that considers all forms of transportation in the design and construction of roadway projects.*

**FY 2019/20 Pond Shoreline and Wetland Maintenance – Change Order No. 1, Community Park-Seeding Priority Area #1:**

*The Village Board approved Change Order #1 to the Pond Shoreline and Wetland Maintenance previously awarded to Bedrock Earthscapes, LLC in the amount of \$5,000.*

**Telephone System Upgrade:**

*The Village Board approved that budget funds be unencumbered and award a contract of service for the upgrade of the Village of Carol Stream’s telephone system to Telcom Innovations Group in the amount of \$44,550.40.*

**Resolution No. 3128 Accepting a Grant of Storm Water Management and Conveyance Easement (246 Kehoe Blvd. – Packaging Personified):**

*The Village Board approved the Grant of Storm Water Management and Conveyance Easement for 346 Kehoe Blvd.*

**Resolution No. 3129 Declaring Surplus Property Owned by the Village of Carol Stream:**

*The Village Board approved designated electronic equipment be declared surplus and processed by AVA Recycling.*

**Raffle License Application – Carl Sandburg Elementary School:**

*The Village Board approved a raffle license and waived the fee and manager’s fidelity bond for their Trivia Night fundraiser to be held at the American Legion on March 7, 2020.*

**Raffle License Application – Carol Stream Rotary Club:**

*The Village Board approved a raffle license and waived the fee and manager’s fidelity bond for their Chili Open to be held on May 15, 2020.*

**Regular Bills and Addendum Warrant of Bills:**

*The Village Board approved payment of the Regular Bills dated March 2, 2020 in the amount of \$139,263.85. The Village Board approved the payment of Addendum Warrant of Bills from February 19, 2020 thru March 2, 2020 in the amount of \$630,447.77.*

**Report of Officers:**

*Trustee Gieser stated the 4<sup>th</sup> of July Parade Committee will be having a fundraiser on March 14 at the Red Apple. He asked Assistant to Village Manager Messino to provide an update on the census.*

*Trustee Schwarze stated he is proud of Carol Stream for taking care of our environment, which includes the street light incentive, green infrastructure and complete streets policies. He asked Village Engineer Cleveland to elaborate on these policies. Please Shop Carol Stream.*

*Trustee Zalak thanked Cynthia Thomas from ComEd for presenting Carol Stream with the Street Light Program Incentive check. He also stated that in 1995 the first Friday of March was employee recognition day and thanked Village staff for everything they do.*

*Trustee Frusolone thanked staff in light of employee appreciation day and all their hard work on the budget. She stated last Friday, Police held their volunteer appreciate dinner. Volunteers saved the Village \$40,000. Trustee Frusolone thanked Officer Tom Eby for his efforts on the CERT Team and Citizens Police Academy and thanked the volunteers for all their time.*

*Trustee McCarthy thanked staff on all their hard work on the budget. He also liked the recognition from ComEd and the Street Light Program Incentive. Trustee McCarthy stated the Bags for Life fundraiser has collected \$16,600 to date and hoping to reach \$26,600. This weekend is the kid's tournament and proceeds will be split between Ronald McDonald House and Special Olympics. He congratulated Trustee LaRocca on his retirement.*

*Village Clerk Czarnecki expressed her appreciation of Village employees and supporting the Bags for Life fundraiser. Please keep military and first responders in your thoughts.*

*Village Manager Mellor explained the removal of silver maple trees in the parkway due to trunk rot. The Village is recruiting for Public Works seasonal employees and a Planning intern. He stated the Village's next budget workshop will be March 16 at 6:00 p.m. regarding the water and sewer funds and CIP. The Municipal Center will be a polling place on March 17 due to ongoing work at the Library.*

*Mayor Saverino thanked Cynthia Thomas from ComEd for the grant money and plaque regarding the Street Light Program. He stated that Mayor Lightfoot held a conference call for mayors and managers over the weekend on the corona virus. Assistant Village Manager Joe Carey updated the Board on the conference call. The risk is low and preparedness is high, always use good hand hygiene and respiratory etiquette. Information is on our website. Joe Carey is the Village's main contact for questions on the corona virus. Mayor Saverino stated he voted today, as*





PUBLIC NOTICE

Notice is hereby given that on Monday, March 2, 2020, at 7:30 pm, the Mayor and Board of Trustees of the Village of Carol Stream will hold a Public Hearing at the Gregory J. Bielawski Municipal Center, 500 N. Gary Avenue, Carol Stream, Illinois, pursuant to 65 ILCS 5/11-15.1-1 et seq., for the purpose of considering and hearing testimony regarding a proposed annexation agreement with V Holdings, Inc. formerly known as Vequity Holdings, Inc., and the annexation of a tract of land comprising approximately 0.48 acres and legally described as follows:

LOT ONE IN GENEVA-MAIN SUBDIVISION OF THE SOUTH 230 FEET OF THE WEST 165 FEET OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 21, 1959 AS DOCUMENT 909953, IN DUPAGE COUNTY, ILLINOIS.

PIN: 05-04-305-006

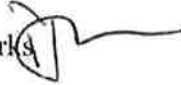
The property is commonly known as 2201 N. Main Street, Wheaton, Illinois, and is located at the northeast corner of Geneva Road and Schmale Road (the Subject Property). It is proposed that the Subject Property will be disconnected from the City of Wheaton, annexed to the Village of Carol Stream, be zoned B-3 Service District upon annexation to Carol Stream, and with an adjoining property will be developed with an automobile fueling station and convenience store.

A copy of the annexation agreement and an accurate map of the Subject Property are on file with the Community Development Department and available for inspection. The proposed annexation agreement may be changed, altered, modified, or amended after the public hearing. All interested parties will be given an opportunity to be heard. By order of the Village Board, Village of Carol Stream, Illinois. Published in The Examiner, Wednesday, February 12, 2020.

Individuals with disabilities who plan to attend the hearing and who require certain accommodations in order to allow them to observe and participate, or who have questions regarding the accessibility of the meeting or facilities are requested to contact the ADA Coordinator at 630-871-6250.

*Village of Carol Stream*  
Interdepartmental Memo

TO: Robert Mellor, Village Manager

FROM: Philip J. Modaff, Director of Public Works 

DATE: March 10, 2020

RE: Recommendation for Approval of Amendment No. 4 to the Agreement for Operations, Maintenance and Management Services of the Water Reclamation Center (WRC)

BACKGROUND

In December 2015, the Village Board approved a ten-year agreement with OMI (now Jacobs Engineering) for operation, maintenance and management of the Water Reclamation Center (WRC). The initial agreement year covered the period from May 1, 2016 through April 30, 2017. The agreement included a provision for annual review of costs by the Village and OMI, including a formula for a default increase should the Village and OMI fail to reach agreement.<sup>1</sup>

I have worked with OMI staff to review the various cost centers included in the base fee and to develop a Capital Expenditure (“CapEx”) program for the coming fiscal year. The attached proposal requests an increase to the base fee (which covers operating expenses) of \$37,209 (2.11%) for the period May 1, 2020 through April 30, 2021, which is slightly lower than allowed by the formula prescribed in the Agreement. Included in the proposed amendment is an increase to the Repairs line item of \$5,000 (from \$60,000 to \$65,000)<sup>2</sup>. The CapEx category will remain at \$125,000 as established by the Agreement. Three years ago, an additional annual amount of \$11,185 was added to reflect the rental fees for the ComEd transfer switch that was replaced in Fall 2016. This ComEd charge is included in the Agreement each year, but is not subject to an annual increase. As a result, the combined operating and capital budget increase would total \$37,209 (from \$1,888,549 to \$1,925,758)<sup>3</sup>.

RECOMMENDATION

It is recommended that the Village Board approve Amendment No. 4 to the Agreement for Operations, Maintenance and Management Services of the Water Reclamation Center in the amount of \$1,925,758 for the period May 1, 2020 through April 30, 2021.

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<sup>1</sup> The agreement also provides \$50,000 of free engineering services from Jacobs in each of two five-year periods.

<sup>2</sup> The Repairs line item was increased to \$60,000 in 2013, and has been exceeded in each of the last three years by an average of nearly \$3,200. The Village is responsible for 100% of any overage in the Repairs budget.

<sup>3</sup> The proposed budget projected a total expense of \$1,945,000 for FY2021.



AMENDMENT NO. 4  
TO THE  
AGREEMENT DATED DECEMBER 7, 2015  
FOR  
OPERATIONS AND MAINTENANCE SERVICES

THIS AMENDMENT to the Agreement for Operations Management and Maintenance dated December 7, 2015 is made and entered into this 10<sup>th</sup> day of MARCH, 2020, by and between the Village of Carol Stream, Illinois, whose address for any formal notice is 124 Gerzevske Lane, Carol Stream, IL 60188 (hereinafter "OWNER") and Operations Management International, Inc., whose address for any formal notice is 9191 South Jamaica Street, Englewood, CO 80112 (hereinafter "OPERATOR" or "CH2M HILL").

OWNER and OPERATOR agree as follows:

1. Article 4.8 is hereby deleted in its entirety and replaced with the following:

- 4.8 OWNER shall pay to OPERATOR as compensation for services performed under this Agreement a base fee of One Million Seven Hundred Eighty-Nine Thousand Five Hundred Seventy-Three Dollars (\$1,789,573) for the period of May 1, 2020 to April 30, 2021 of this Agreement based on the following:

NO.	Budget Item	Contractual Amounts
1	<i>Total Fixed Operating Costs</i>	
	1. <i>Subtotal Labor and Benefits Costs:</i>	\$ 805,245
	2. <i>Subtotal Non-Labor Operating Costs:</i>	\$ 516,490
	<i>Total Labor and Operating Costs:</i>	\$ 1,321,735
2	<i>Budgeted Utility Costs</i>	
	1. <i>Electricity</i>	\$ 220,400
	2. <i>Natural Gas</i>	\$ 11,198
	<i>Budgeted Utility Costs</i>	\$ 231,598
3	<i>Costs for Biosolids Hauling and Disposal:</i>	\$ 160,940
4	<i>IPP Costs</i>	\$ 10,300
5	<i>Repair Budget</i>	\$ 65,000
	<b>Total Base Fixed Fee (Sum of Items 1-5)</b>	<b>\$ 1,789,573</b>
	Automatic Transfer Switch Replacement*	\$ 11,185
	<i>Capital Expenditure Budget (Not included in based fixed fee. See Article 2.18)</i>	\$ 125,000

\* The Transfer Switch Replacement is a fixed, direct cost and will stay the same at \$11,185.00 for the remainder of the contract. This cost is not subject to escalation and will be billed at 1/12 of the total fee each month.

This Amendment No. 4 together with the agreement constitutes the entire agreement between the Parties and supersedes all prior oral and written understanding with respect to the subject matter set forth herein. Unless specifically stated all other items and conditions of the Agreement shall remain in full force and effect. Neither this Amendment nor Agreement may be modified except in writing signed by an authorized representative of the Parties.

# Jacobs

Both parties indicate their approval of this Agreement by their signatures below.

OPERATIONS MANAGEMENT  
INTERNATIONAL, INC.



Name: Kevin Dahl  
Title: Manager of Projects  
Date: 3/10/2020


VILLAGE OF CAROL STREAM

Name: Frank Saverino Sr  
Titles: Mayor  
Date: \_\_\_\_\_

Name: Laura Czarnecki  
Titles: Village Clerk  
Date: \_\_\_\_\_

*Village of Carol Stream*  
Interdepartmental Memo

TO: Robert Mellor, Village Manager

FROM: Philip J. Modaff, Director of Public Works 

DATE: March 9, 2020

RE: Recommendation - A Motion Authorizing the Village Manager to Enter Into an Employee Leasing Agreement with GovTemps USA for Contract Part-Time Secretarial Services

There has been a vacancy in a part-time secretarial position in Public Works since late 2019. Staff has determined that it is most beneficial at this time to fill this position with a contract employee. Due to the extended vacancy there are funds remaining in the current fiscal year to cover the cost of a contract employee for the balance of the year. Funds have been included in the proposed FY21 budget to cover costs for the entire year. The Village has entered into agreements with GovTemps USA for several contractual positions over the past several years, including the Public Works AMR assistant position and several others in the Administration and Finance departments.

The contract employee would average nineteen (19) hours per week at a rate of \$25.20/hr. The initial period of the proposed agreement (attached) will run from March 30, 2020 through April 30, 2021, in order to line up with subsequent fiscal years. Two, one-year extensions can be exercised at the Village's discretion. The attached Employee Leasing Agreement conforms to similar agreements between the Village and GovTemps USA over the past several years.

Staff recommends approval of a Motion authorizing the Village Manager to enter into the attached Employee Leasing Agreement with GovTemps USA for contract part-time secretarial services for the period March 30, 2020 through April 30, 2021.

Attachment

## EMPLOYEE LEASING AGREEMENT

**THIS EMPLOYEE LEASING AGREEMENT** (this "Agreement") is made this 16th day of March 2020 ("Effective Date") by and between **GOVTEMPSUSA, LLC**, an Illinois limited liability company ("GovTemps"), and Village of Carol Stream (the "Municipality") (GovTemps and the Municipality may be referred to herein individually as "Party" and collectively as the "Parties").

### RECITALS

The Municipality desires to lease certain employees of GovTemps to assist the Municipality in its operations and GovTemps desires to lease certain of its employees to the Municipality on the terms and conditions contained herein.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions set forth below, and other good and valuable considerations, the receipt and sufficiency of which are mutually acknowledged by the Parties, the Parties hereby agree as follows:

#### SECTION 1 SCOPE OF AGREEMENT

**Section 1.01. Worksite Employee.** The Municipality hereby agrees to engage the services of GovTemps to provide, and GovTemps hereby agrees to supply to the Municipality, the personnel fully identified on **Exhibit A** hereto, hereinafter the "Worksite Employee." **Exhibit A** to this Agreement shall further identify the employment position and/or assignment ("Assignment") the Worksite Employee shall fill at the Municipality and shall further identify the base compensation for each Worksite Employee, as of the effective date of this Agreement. The Parties agree that **Exhibit A** shall establish the framework by which GovTemps shall hire and supply the Worksite Employee and shall not represent a binding obligation that the Municipality accept placement for any Worksite Employee identified on **Exhibit A**. The Municipality shall provide written direction to GovTemps as to the specific need and details for each Worksite Employee at any time during the term of this Agreement. **Exhibit A** may be amended from time to time by a replacement **Exhibit A** signed by both GovTemps and the Municipality. GovTemps shall have the authority to assign and/or remove the Worksite Employee, provided, however, that the Municipality may request, in writing, at the sole discretion of the Municipality, that GovTemps remove the Worksite Employee and such request shall not be withheld by GovTemps. The Parties hereto understand and acknowledge that the Worksite Employee shall be subject to the Municipality's day-to-day supervision.

**Section 1.02. Independent Contractor.** GovTemps and Worksite Employee are and shall remain independent contractors, and not employees, agents, partners of, or joint venturers with, the Municipality. The Worksite Employee shall remain the employee of GovTemps at all times during the term of this Agreement. GovTemps shall have no authority to bind the Municipality to any commitment, contract, agreement or other obligation without the Municipality's express written consent.

**SECTION 2**  
**SERVICES AND OBLIGATIONS OF GOVTEMPS AND MUNICIPALITY**

**Section 2.01. Payment of Wages.** GovTemps shall timely pay the wages and related payroll taxes of the Worksite Employee from GovTemps own account in accordance with federal and Illinois law and GovTemps standard payroll practices. GovTemps shall withhold from such wages all applicable taxes and other deductions elected by the Worksite Employee. GovTemps shall timely forward all deductions to the appropriate recipient as required by law. The Municipality hereby acknowledges that GovTemps may engage a financial entity to maintain its financing and record keeping services, which may include the payment of wages and related payroll taxes in accordance with this Section 2.01. The Municipality agrees to cooperate with any such financial entity to ensure timely payment of (i) wages and related payroll taxes pursuant to this Section 2.01, and (ii) Fees pursuant to Section 3.03.

**Section 2.02. Workers' Compensation.** To the extent required by applicable law, GovTemps shall maintain and administer workers' compensation, safety and health programs. GovTemps shall maintain in effect workers' compensation coverage covering all Worksite Employee and complete and file all required workers' compensation forms and reports.

**Section 2.03. Employee Benefits.** GovTemps shall provide to Worksite Employee those employee benefits fully identified on **Exhibit B** hereto. GovTemps may amend or terminate any of its employee benefit plans according to their terms. All employee benefits, including severance benefits for Worksite Employee will be included in Fees payable to GovTemps under Section 3.01 of this Agreement. At no time shall the Municipality be required to pay any amount in addition to the fees set forth in Section 3.01 and **Exhibit A**.

**Section 2.04. Vacation, Sick and Personal Leave.** The Worksite Employee shall not be entitled to any paid leave during his or her placement with the Municipality. Should the Worksite Employee be absent from work for whatever reason, the Municipality will notify GovTemps within forty-eight (48) hours of the absence, and GovTemps shall deduct the absence from the fees due pursuant to Section 3.01, provided that if an absence injury occurs on a Friday or weekend, said absence shall be reported on the next business day.

**Section 2.05. Maintenance and Retention of Payroll and Benefit Records.** GovTemps shall maintain complete records of all wages and benefits paid and personnel actions taken by GovTemps in connection with any of the Worksite Employee, shall retain control of such records at such GovTemps location as shall be determined solely by GovTemps, and shall make such records available as required by applicable federal, state or local laws.

**Section 2.06. Other Obligations of GovTemps.** GovTemps shall be responsible for compliance with any federal, state and local law that may apply to its Worksite Employee(s).

**Section 2.07. Direction and Control.** The Parties agree and acknowledge that the Municipality has the right of direction and control over the Worksite Employee, including matters of discipline, excluding removal or reassignment, as provided for by Section 1.01. The Worksite Employee shall be supervised, directly and indirectly, and exclusively by the Municipality's supervisory and managerial employees.



**Section 2.08. Obligations of the Municipality.** As part of the employee leasing relationship, the Municipality hereby covenants, agrees and acknowledges:

(a) The Municipality shall comply with OSHA and all other health and safety laws, regulations, ordinances, directives, and rules applicable to the Worksite Employee or to his or her place of work;

(b) With respect to the Worksite Employees, the Municipality shall comply with all applicable employment-related laws and regulations, including and, without limitation, Title VII of the Civil Rights Act of 1964, as amended, (Title VII), the Americans With Disabilities Act of 1990 (ADA), the Age Discrimination in Employment Act (ADEA), the Equal Pay Act of 1963, the Civil Rights Acts of 1866 and 1871 (42 U.S.C. § 1981), the Family and Medical Leave Act of 1993, the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Employee Retirement Income Security Act of 1974, the Illinois State Constitution, the Illinois Human Rights Act, and any other federal, state or local law, statute, ordinance, order, regulation, policy or decision regulating wages and the payment of wages by GovTemps, prohibiting employment discrimination or otherwise establishing or relating to rights of employees;

(c) The Municipality shall retain the right to exert sufficient direction and control over the Worksite Employee as is necessary to conduct the Municipality's business and operations, without which the Municipality would be unable to conduct its business, operation or comply with any applicable licensure, regulatory or statutory requirements;

(d) The Municipality shall, at its sole discretion, have the right to have the Worksite Employee removed at any time and for any reason, in accordance with Section 1.01;

(e) The Municipality agrees that the Municipality shall pay no wages, salaries or other forms of direct or indirect compensation, including employee benefits, to Worksite Employee and that Worksite Employee shall receive all direct or indirect compensation including employee benefits from GovTemps;

(f) The Municipality shall report to GovTemps any injury to any Worksite Employee of which it has knowledge within forty-eight (48) hours of acquiring such knowledge, provided if an injury occurs on a Friday, weekend or holiday, said injury shall be reported on the next business day. If a Worksite Employee is injured in the course of performing services for the Municipality, the Municipality and GovTemps shall follow the procedures and practices regarding injury claims and reporting, as determined by GovTemps. Upon receipt of notification from GovTemps or its insurance carrier that an injured Worksite Employee is able to return to work and perform "light duty," the Municipality may, but shall not be required, to make available an appropriate light duty work assignment for such Worksite Employee, but only if such light duty assignment is available and feasible; and

(g) The Municipality shall report all on-the-job illnesses, accidents and injuries of the Worksite Employee to GovTemps within forty-eight (48) hours following notification of said injury by employee or employee's representative, provided if an illness, accident or injury occurs on a Friday, weekend or holiday, said illness, accident or injury shall be reported on the next business day.

### SECTION 3 FEES PAYABLE TO GOVTEMPS

**Section 3.01. Fees.** The Municipality hereby agrees to pay GovTemps fees for the services provided under this Agreement in the form of the base compensation as identified by the parameters set forth on **Exhibit A** and specifically agreed to at the time the Worksite Employee is placed with the Municipality. Fees shall not become due until the Worksite Employee is placed with the Municipality and actually begins working. Fees shall be paid for the actual days worked by the Worksite Employee, provided the Municipality reports said absence in accordance with Section 2.04, and any fees due shall be reduced to account for any reported absences of the Worksite Employee.

**Section 3.02. Increase in Fees.** There shall be no increase in fees during the term of this Agreement. Provided, however, should the Municipality decide to increase the base compensation as provided for and identified on **Exhibit A**, the fee shall be adjusted as set forth in Section 3.01

**Section 3.03. Payment Method.** Following the close of each month during the term of this Agreement, GovTemps shall provide the Municipality a written invoice for the fees owed by the Municipality pursuant to this Agreement for the prior month. Within thirty (30) days following receipt of such invoice, the Municipality shall pay all invoiced amounts by check, wire transfer or electronic funds transfer to GovTemps to an account or lockbox as designated on the invoice.

### SECTION 4 INSURANCE

**Section 4.01. General and Professional Liability Insurance.** The Municipality shall maintain in full force and effect at all times during the term of this Agreement a Comprehensive (or Commercial) General Liability and Professional Liability (if applicable) insurance policy or policies (the "Policies"), with minimum coverage in the amount of \$1,000,000 per occurrence, \$3,000,000 aggregate. At a minimum, the Policies shall insure against bodily injury and property damage liability caused by on-premises business operations, completed operations and/or products or professional service and non-owned automobile coverage.

At all times during the term of this Agreement, GovTemps shall procure and maintain insurance to protect GovTemps from claims arising out of Commercial General Liability and Professional Liability, with minimum coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate.

**Section 4.02. Certificate of Insurance.** Upon request, either Party shall provide the other Party with one or more Certificates of Insurance, verifying the Municipality's compliance with the provisions of Section 4.01.

**Section 4.03. Automobile Liability Insurance.** If the Worksite Employee drives a Municipal or personal vehicle for any reason in connection with his or her Assignment, the Municipality and GovTemps shall both maintain in effect automobile liability insurance which shall insure the Worksite Employee, GovTemps and the Municipality against liability for bodily injury, death and property damage.

**SECTION 5**  
**DURATION AND TERMINATION OF AGREEMENT**

**Section 5.01. Effective and Termination Dates.** This Agreement shall become effective on March 30, 2020 and shall continue in effect to April 30, 2021. Agreement may be extended for two subsequent 12-month periods (May 1, 2021- April 30,2022 and May 1, 2022 – April 30, 2023) by written agreement of the Parties; or until it is terminated in accordance with the remaining provisions of this Section 5. For the purposes of the Agreement, the date on which this Agreement expires and/or is terminated shall be referred to as the "Termination Date."

**Section 5.02. Termination of Agreement for Failure to Pay Fees.** If the Municipality fails to timely pay the fees required under this Agreement, GovTemps may give the Municipality notice of its intent to terminate this Agreement for such failure and if such failure is remedied within thirty (30) days, the notice shall be of no further effect. If such failure is not remedied within the thirty (30) day period, GovTemps shall have the right to terminate the Agreement upon expiration of such remedy period.

**Section 5.03. Termination of Agreement for Material Breach.** If either Party materially breaches this Agreement, the non-breaching Party shall give the breaching Party notice of its intent to terminate this Agreement for such breach and if such breach is remedied within ten (10) days, the notice shall be of no further effect. If such breach is not remedied within the ten (10) day period, the non-breaching Party shall have the right to immediately terminate the Agreement upon expiration of such remedy period.

**Section 5.04. Termination of Agreement For Reason Other than Material Breach.** Either Party may terminate this Agreement for reason other than material breach by giving fourteen (14) days prior written notice to the other Party. Upon such termination, GovTemps shall be paid for the time period through the effective date of termination.

**Section 5.05. Termination of Agreement to execute Temp-to-Hire Arrangement.** At the end of the term of the agreement, as outlined in Section 5.01, the Municipality may hire the Employee as a permanent employee of the Municipality. If the Municipality exercises this option, the sum of two weeks gross salary is payable to GovTemps within thirty (30) days of the permanent employment date. If the Municipality does not exercise the Temp-to-Hire Arrangement by the end of the contract, as outlined in Section 5.01, it agrees not to extend an offer of employment to the Employee for two years after the conclusion of this agreement. If an offer is made within two years after the conclusion of this agreement, as outlined in Section 5.01, then the two weeks gross salary fee is payable to GovTemps within thirty (30) days of the permanent employment date.

**SECTION 6**  
**NON-SOLICITATION**

**Section 6.01. Non-Solicitation.** The Municipality acknowledges GovTemps legitimate interest in protecting its business for a reasonable time following the termination of this Agreement. Accordingly, the Municipality agrees that during the term of this Agreement and for a period of two (2) years thereafter, the Municipality shall not solicit, request, entice or induce

Worksite Employee to terminate his or her employment with the GovTemps, nor shall the Municipality hire Worksite Employee as an employee.

**Section 6.02. Injunctive Relief.** The Municipality recognizes that the rights and privileges granted by this Agreement are of a special, unique, and extraordinary character, the loss of which cannot reasonably or adequately be compensated for in damages in any action at law. Accordingly, the Municipality understands and agrees that GovTemps shall be entitled and limited to equitable relief, including a temporary restraining order and preliminary and permanent injunctive relief, to prevent or enjoin a breach of Section 6.01 this Agreement.

**Section 6.03. Survival.** The provision of this Section 6 shall survive any termination of this Agreement.

## **SECTION 7 DISCLOSURE AND INDEMNIFICATION PROVISIONS**

**Section 7.01. Indemnification by GovTemps.** GovTemps agrees to indemnify, defend and hold the Municipality and its related entities or their agents, representatives or employees (the "Municipality Parties") harmless from and against all claims, liabilities, damages, attorney's fees, costs and expenses ("Losses") (a) arising out of GovTemps breach of its obligations under this Agreement, (b) related to the actions or conduct of GovTemps and its related business entities, their agents, representatives and employees, including the Work Site Employees (the "GovTemps Parties"), taken or not taken with respect to the Worksite Employees that relate to events or incidents occurring during or subsequent to the term of this Agreement, and (c) arising from any act or omission on the part of GovTemps or any of the GovTemps Parties.

**Section 7.02. Indemnification by the Municipality.** The Municipality agrees to indemnify, defend and hold the GovTemps Parties harmless from and against all Losses (a) arising out of the Municipality's breach of its obligations under this Agreement, and (b) arising from any act or omission on the part of the Municipality or any of the Municipality Parties. Notwithstanding the foregoing, the Municipality shall have no obligations to the GovTemps Parties under this Section with respect to Losses arising out of events or incidents occurring before or after the term of this Agreement.

**Section 7.03. Indemnification Procedures.** The Party that is seeking indemnity (the "Indemnified Party") from the other Party (the "Indemnifying Party") pursuant to this Section 7, shall give the Indemnifying Party prompt notice of any such claim, allow the Indemnifying Party to control the defense or settlement of such claim and cooperate with the Indemnifying Party in all matters related thereto; provided however that, prior to the Indemnifying Party assuming such defense and upon the request of the Indemnified Party, the Indemnifying Party shall demonstrate to the reasonable satisfaction of the Indemnified Party that the Indemnifying Party (a) is able to fully pay the reasonably anticipated indemnity amounts under this Section 7 and (b) takes steps satisfactory to the Indemnified Party to ensure its continued ability to pay such amounts. In the event the Indemnifying Party does not control the defense, the Indemnified Party may defend against any such claim at the Indemnifying Party's cost and expense, and the Indemnifying Party shall fully cooperate with the Indemnified Party, at no charge to the Indemnified Party, in defending such potential Loss, including, without limitation, using reasonable commercial efforts

to keep the relevant Worksite Employee available. In the event the Indemnifying Party controls the defense, the Indemnified Party shall be entitled, at its own expense, to participate in, but not control, such defense. The failure to promptly notify the Indemnifying Party of any claim pursuant to this Section shall not relieve such Indemnifying Party of any indemnification obligation that it may have to the Indemnified Party, except to the extent that the Indemnifying Party demonstrates that the defense of such action has been materially prejudiced by the Indemnified Party's failure to timely give such notice.

**Section 7.04. Survival of Indemnification Provisions.** The provisions of this Section 7 shall survive the expiration or other termination of this Agreement.

## **SECTION 8 ADDITIONAL PROVISIONS**

**Section 8.01. Amendments.** This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by all of the Parties to this Agreement.

**Section 8.02. Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the Parties and their respective heirs, successors, representatives and assign. Neither Party may assign its rights or delegate its duties hereunder without the express written consent of the other Party, which consent shall not be unreasonably withheld.

**Section 8.03. Counterpart Execution.** This Agreement may be executed and delivered in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered via facsimile.

**Section 8.04. Definitions.** Terms and phrases defined in any part of this Agreement shall have the defined meanings wherever used throughout the Agreement. The terms "hereunder" and "herein" and similar terms used in this Agreement shall refer to this Agreement in its entirety and not merely to the section, subsection or paragraph in which the term is used.

**Section 8.05. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties regarding GovTemps provision of Worksite Employee to the Municipality, and contains all of the terms, conditions, covenants, stipulations, understandings and provisions agreed upon by the Parties. This Agreement supersedes and takes precedence over all proposals, memorandum agreements, tentative agreements, and oral agreements between the Parties, made prior to and including the date hereof, and not specifically identified and incorporated in writing into this Agreement. No agent or representative of either Party hereto has authority to make, and the Parties shall not be bound by or liable for, any statement, representation, promise, or agreement not specifically set forth in this Agreement.

**Section 8.06. Further Assurances.** Each of the Parties shall execute and deliver any and all additional papers, documents and other assurances and shall do any and all acts and things reasonably necessary in connection with the performances of their obligations hereunder and to carry out the intent of the parties hereto.

**Section 8.07. Gender.** Whenever the context herein so requires, the masculine, feminine or neuter gender and the singular and plural number shall each be deemed to include the other.

**Section 8.08. Notices.** Notices given under this Agreement shall be in writing and shall either be served personally or delivered by certified first class U.S. Mail, postage prepaid and return receipt requested or by overnight delivery service. Notices also may effectively be given by transmittal over electronic transmitting devices such as Telex or facsimile machine if the Party to whom the notice is being sent has such a device in its office, provided that a complete copy of any notice shall be mailed in the same manner as required for a mailed notice.

Notices shall be deemed received at the earlier of actual receipt or three days from mailing date. Notices shall be directed to the Parties at their respective addresses shown below. A Party may change its address for notice by giving written notice to the other Party in accordance with this Section:

If to GovTemps:	GOVTEMPSUSA, LLC 630 Dundee Road, Suite 130 Northbrook, Illinois 60062 Attention: Michael Earl Telephone: 224-261-8366 E-Mail: <a href="mailto:mearl@govhrusa.com">mearl@govhrusa.com</a>
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If to the Municipality:	Village of Carol Stream 500 North Gary Avenue Carol Stream, IL 60188 Attention: Phil Modaff Telephone: 630-871-6262 E-Mail: <a href="mailto:pmodaff@carolstream.org">pmodaff@carolstream.org</a>
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**Section 8.09. Section Headings.** Section and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

**Section 8.10. Severability.** If any part or condition of this Agreement is held to be void, invalid or inoperative, such shall not affect any other provision hereof, which shall continue to be effective as though such void, invalid or inoperative part, clause or condition had not been made.

**Section 8.11. Waiver of Provisions.** The failure by one Party to require performance by the other Party shall not be deemed to be a waiver of any such breach, nor of any subsequent breach by the other Party of any provision of this Agreement. Such waiver shall not affect the validity of this Agreement, nor prejudice either Party's rights in connection with any subsequent action. Any provision of this Agreement may be waived if, but only if, such waiver is in writing signed by the Party against whom the waiver is to be effective.

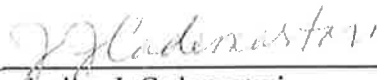
**Section 8.12. Confidentiality.** Each Party shall protect the confidentiality of the other's records and information and shall not disclose confidential information without the prior written

consent of the other Party. Each Party shall reasonably cooperate with the other Party regarding any Freedom of Information Act (FOIA) request calling for production of documents related to this Agreement.

**Section 8.13. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, except the law of conflicts. The parties agree that any claims, disputes, actions or causes of action arising out of this Agreement or relating to the breach thereof shall be brought before a court of proper jurisdiction in Cook County, Illinois.

**IN WITNESS WHEREOF,** the Parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

GOVTEMPSUSA, LLC,  
an Illinois limited liability company

By:   
Name: Joellen J. Cademartori  
Title: President/Co-owner

Village of Carol Stream

By: \_\_\_\_\_  
Name: Robert Mellor  
Title: Village Manager

**EXHIBIT A**  
**Worksite Employee and Base Compensation**

**WORKSITE EMPLOYEE:** Linda Kennedy

**POSITION/ASSIGNMENT:** Data Entry Clerk

**BASE COMPENSATION:** \$25.20/hour only for hours worked. Hours of work may vary and are estimated at nineteen (19) hours/week. Hours should be reported via email to

payroll@govtempsusa.com on the Monday after the prior work week. Municipality will be invoiced every other week for hours worked.

**POSITION TERM:** March 30, 2020 - April 30, 2021. Agreement may be extended for two subsequent 12-month periods (May 1, 2021- April 30,2022 and May 1, 2022 – April 30, 2023) with agreement of parties.

**GOVTEMPSUSA, INC.:**

**MUNICIPALITY:**

By: 

By: \_\_\_\_\_

Date: March 11, 2020

Date: \_\_\_\_\_


This Exhibit A fully replaces all Exhibits A dated prior to the date of the Company's signature above.



**EXHIBIT B**  
**Summary of Benefits**

Not applicable.

*Village of Carol Stream*  
Interdepartmental Memo

**TO:** Robert Mellor, Village Manager  
**FROM:** Adam Frederick, Assistant Village Engineer   
**DATE:** March 11, 2020  
**RE:** **2020 Flexible Pavement Project Award of Contract**

On Thursday, March 5<sup>th</sup> at 11:00 AM bids were opened for the referenced project and read aloud. The following is a summary of the bids as read:

<u>Contractor</u>	<u>As Read Bid Amount</u>
Engineer's Estimate	\$3,439,979.25
Schroeder (Huntley)	\$3,174,446.05
Plote Construction (Hoffman Estates)	\$3,191,741.88
Brother's Asphalt (Addison)	\$3,324,522.15
Builders Paving LLC (Hillside)	\$3,349,888.00
Arrow Road (Mt. Prospect)	\$3,509,468.14
R.W. Dunteman Co. (Addison)	\$3,591,240.23
A-Lamp Concrete (Schaumburg)	\$4,297,651.45

The budget for the Flexible Pavement Project is \$3,439,979.25 with the following funding breakdown:

Flexible Pavement Project Right-of-Way Improvements (MFT)	\$3,254,077.75
President Street Parking Lot (CPF)	\$33,190.00
Town Center Parking Lot (CPF)	\$152,711.50
Town Center Parking Lot Reimbursement (Park District)	(\$70,115.00)

The low bid from Schroeder Asphalt Services, Inc. was \$265,533.20 (7.7%) under the engineer's estimate and under the budget.

Schroeder Asphalt Services, Inc. has successfully completed the Flexible Pavement Project in the past. Engineering staff therefore recommends the 2020 Flexible Pavement Project be awarded to Schroeder Asphalt Services, Inc. of Huntley IL, at the bid unit prices proposed.


Attachment – Bid Tabulation

cc: Bill Cleveland, Director of Engineering Services  
Jon Batek, Finance Director  
Phil Modaff, Director of Public Works  
Jim Ludman, Engineering Inspector  
Jesse Bahraini, Engineering Inspector  
Jim Reuter, Carol Stream Park District

**2020 Flexible Pavement Project - Various Streets Bid Tabulation**

ITEM NO.	ITEM	UNIT	QTY	Engineer's Estimate		Schroeder Asphalt Services Huntley, IL		Arrow Road Construction Mt. Prospect, IL		Plote Construction Inc. Hoffman Estates, IL		Brothers Asphalt Paving Addison, IL		A Lamp Concrete Contractors Schaumburg, IL		Builders Paving LLC Hillside, IL		R.W. Duntman Co Addison, IL	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
<b>VARIOUS STREETS PROJECT</b>																			
1	Combination Curb & Gutter Removal	LF	17011	\$4.50	\$76,549.50	\$2.00	\$34,022.00	\$2.00	\$34,022.00	\$2.50	\$42,527.50	\$2.10	\$35,723.10	\$8.00	\$136,088.00	\$4.00	\$68,044.00	\$10.38	\$176,574.18
2	Comb. Concrete Curb & Gutter, Type B6-12	LF	1451	\$25.00	\$36,275.00	\$23.00	\$33,373.00	\$23.00	\$33,373.00	\$23.00	\$33,373.00	\$24.15	\$35,041.65	\$35.00	\$50,785.00	\$24.65	\$35,767.15	\$20.00	\$29,020.00
3	Combination C&G, Type M3-12	LF	15560	\$25.00	\$389,000.00	\$21.00	\$326,760.00	\$21.00	\$326,760.00	\$21.00	\$326,760.00	\$22.05	\$343,098.00	\$35.00	\$544,600.00	\$24.65	\$383,554.00	\$20.00	\$311,200.00
4	Sidewalk Removal	SF	68210	\$1.25	\$85,262.50	\$1.00	\$68,210.00	\$1.00	\$68,210.00	\$1.00	\$68,210.00	\$1.05	\$71,620.50	\$2.00	\$136,420.00	\$1.25	\$85,262.50	\$1.94	\$132,327.40
5	Portland Cement Concrete Sidewalk 5"	SF	69867	\$5.25	\$365,801.75	\$6.00	\$419,202.00	\$6.00	\$419,202.00	\$6.00	\$419,202.00	\$6.30	\$440,162.10	\$7.50	\$524,002.50	\$5.70	\$398,241.90	\$5.40	\$377,281.80
6	Detectable Warnings	SF	3362	\$20.00	\$67,240.00	\$27.50	\$92,455.00	\$27.50	\$92,455.00	\$28.87	\$97,060.94	\$25.00	\$84,050.00	\$20.00	\$67,240.00	\$20.00	\$67,240.00	\$25.20	\$84,722.40
7	Driveway Pavement Removal	SY	5403	\$14.50	\$78,343.50	\$10.50	\$56,731.50	\$10.65	\$57,541.95	\$5.00	\$27,015.00	\$5.25	\$28,365.75	\$12.00	\$64,836.00	\$16.25	\$87,798.75	\$11.09	\$59,919.27
8	Hot-Mix Asphalt Driveway Replacement 2.5"	SY	4583	\$35.00	\$160,405.00	\$19.75	\$90,514.25	\$38.25	\$175,299.75	\$16.00	\$73,328.00	\$30.00	\$137,490.00	\$35.00	\$160,405.00	\$33.75	\$154,676.25	\$19.60	\$89,826.80
9	Portland Cement Concrete Driveway Pavement 6"	SY	820	\$55.00	\$45,100.00	\$58.00	\$47,560.00	\$58.00	\$47,560.00	\$80.00	\$64,000.00	\$80.90	\$66,328.00	\$75.00	\$61,500.00	\$55.55	\$45,551.00	\$39.40	\$32,308.00
10	Aggregate for temporary access	TON	90	\$15.00	\$1,350.00	\$10.00	\$900.00	\$10.00	\$900.00	\$5.00	\$450.00	\$10.50	\$945.00	\$35.00	\$3,150.00	\$17.00	\$1,530.00	\$35.92	\$3,232.80
11	Earth Excavation	CY	21	\$100.00	\$2,100.00	\$20.00	\$420.00	\$42.00	\$882.00	\$45.00	\$945.00	\$44.10	\$926.10	\$40.00	\$840.00	\$75.00	\$1,575.00	\$66.10	\$1,388.10
12	Trench Backfill	CY	42	\$25.00	\$1,050.00	\$1.05	\$44.10	\$1.00	\$42.00	\$1.00	\$42.00	\$24.15	\$1,014.30	\$40.00	\$1,680.00	\$1.00	\$42.00	\$23.00	\$966.00
13	Inlets, CB, MH to be Repaired	EA	137	\$150.00	\$20,550.00	\$140.00	\$19,180.00	\$130.00	\$17,810.00	\$130.00	\$17,810.00	\$157.50	\$21,577.50	\$650.00	\$89,050.00	\$130.00	\$17,810.00	\$150.00	\$20,550.00
14	Inlets, CB, MH to be Adjusted	EA	140	\$350.00	\$49,000.00	\$390.00	\$54,600.00	\$365.00	\$51,100.00	\$365.00	\$51,100.00	\$367.50	\$51,450.00	\$400.00	\$56,000.00	\$365.00	\$51,100.00	\$350.00	\$49,000.00
15	Inlets, CB, MH to be Reconstructed	EA	13	\$1,000.00	\$13,000.00	\$1,085.00	\$14,105.00	\$1,030.00	\$13,390.00	\$1,030.00	\$13,390.00	\$1,050.00	\$13,650.00	\$1,200.00	\$15,600.00	\$1,030.00	\$13,390.00	\$1,000.00	\$13,000.00
16	New Frame & Grate	EA	6	\$500.00	\$3,000.00	\$605.00	\$3,630.00	\$575.00	\$3,450.00	\$575.00	\$3,450.00	\$420.00	\$2,520.00	\$450.00	\$2,700.00	\$575.00	\$3,450.00	\$400.00	\$2,400.00
17	Hot-Mix Asphalt Surface Removal 1.75"	SY	130081	\$2.25	\$292,682.25	\$1.85	\$241,633.65	\$2.27	\$295,283.67	\$2.35	\$305,690.35	\$1.85	\$240,649.85	\$2.00	\$260,162.00	\$2.20	\$286,178.20	\$2.55	\$331,706.55
18	Hot-Mix Asphalt Pavement Removal 4.75"	SY	9442	\$6.00	\$56,652.00	\$3.90	\$36,823.80	\$4.97	\$46,926.74	\$4.50	\$42,489.00	\$4.25	\$40,128.50	\$5.00	\$47,210.00	\$5.25	\$49,570.50	\$6.62	\$62,506.04
19	Class "D" Patches Type IV, 3"	SY	3053	\$20.00	\$61,060.00	\$15.00	\$45,795.00	\$40.00	\$122,120.00	\$8.00	\$24,424.00	\$28.00	\$85,484.00	\$35.00	\$106,855.00	\$25.00	\$76,325.00	\$20.56	\$62,769.68
20	Preparation of Base	SY	9442	\$1.00	\$9,442.00	\$0.60	\$5,665.20	\$0.99	\$9,347.58	\$0.10	\$944.20	\$1.00	\$9,442.00	\$1.15	\$10,858.30	\$0.75	\$7,081.50	\$1.08	\$10,197.36
21	Bituminous Material Tack Coat	LB	62819	\$0.25	\$15,704.75	\$0.01	\$628.19	\$1.05	\$65,959.95	\$0.01	\$628.19	\$0.10	\$628.19	\$0.40	\$25,127.60	\$0.01	\$628.19	\$0.68	\$42,716.92
22	Hot-Mix Asphalt Binder Course IL-19.0, N50	TON	1884	\$75.00	\$141,300.00	\$71.50	\$134,706.00	\$66.25	\$124,815.00	\$74.00	\$139,416.00	\$73.00	\$137,532.00	\$82.00	\$154,488.00	\$67.50	\$127,170.00	\$71.71	\$135,101.64
23	Hot-Mix Asphalt Surface Course, Mix "D" N50	TON	15719	\$75.00	\$1,178,925.00	\$79.00	\$1,241,801.00	\$78.25	\$1,230,011.75	\$75.00	\$1,178,925.00	\$75.00	\$1,178,925.00	\$83.00	\$1,304,677.00	\$72.50	\$1,139,627.50	\$72.60	\$1,141,199.40
24	Thermoplastic Pavement Marking Line 4"	LF	4081	\$1.00	\$4,081.00	\$0.70	\$2,856.70	\$0.65	\$2,652.65	\$0.65	\$2,652.65	\$0.81	\$3,305.61	\$0.75	\$3,060.75	\$0.65	\$2,652.65	\$0.78	\$3,183.18
25	Thermoplastic Pavement Marking Line 6"	LF	3392	\$1.50	\$5,088.00	\$0.88	\$2,984.96	\$0.80	\$2,713.60	\$0.80	\$2,713.60	\$1.31	\$4,443.52	\$0.90	\$3,052.80	\$0.80	\$2,713.60	\$1.25	\$4,240.00
26	Thermoplastic Pavement Marking Line 12"	LF	1244	\$2.50	\$3,110.00	\$1.60	\$1,990.40	\$1.50	\$1,866.00	\$1.50	\$1,866.00	\$2.62	\$3,259.28	\$1.65	\$2,052.60	\$1.50	\$1,866.00	\$2.50	\$3,110.00
27	Thermoplastic Pavement Marking Line 24"	LF	720	\$5.50	\$3,960.00	\$4.30	\$3,096.00	\$4.00	\$2,880.00	\$4.00	\$2,880.00	\$5.25	\$3,780.00	\$4.40	\$3,168.00	\$4.00	\$2,880.00	\$5.00	\$3,600.00
28	Thermoplastic Pavement Marking, Letters & Symbols	SF	369	\$5.50	\$2,029.50	\$4.30	\$1,586.70	\$4.00	\$1,476.00	\$4.00	\$1,476.00	\$5.25	\$1,937.25	\$4.40	\$1,623.60	\$4.00	\$1,476.00	\$5.00	\$1,845.00
29	Traffic Control and Protection Std 701301	LS	1	\$50,000.00	\$50,000.00	\$27,208.00	\$27,208.00	\$31,500.00	\$31,500.00	\$62,000.00	\$62,000.00	\$57,452.00	\$57,452.00	\$150,000.00	\$150,000.00	\$23,826.07	\$23,826.07	\$164,500.76	\$164,500.76
30	Top Soil, Seed & Straw (Lnds Sp)	SY	127	\$30.00	\$3,810.00	\$10.00	\$1,270.00	\$4.00	\$508.00	\$15.00	\$1,905.00	\$4.20	\$533.40	\$10.00	\$1,270.00	\$11.00	\$1,397.00	\$23.69	\$3,008.63
31	Detector Loop Replacement	LF	323	\$22.00	\$7,106.00	\$18.00	\$5,814.00	\$17.20	\$5,555.60	\$17.20	\$5,555.60	\$17.79	\$5,746.17	\$20.00	\$6,460.00	\$17.20	\$5,555.60	\$38.00	\$12,274.00
32	Aggregate Shoulders, Type F, 2' Wide	TON	20	\$25.00	\$500.00	\$38.00	\$760.00	\$92.80	\$1,856.00	\$110.00	\$2,200.00	\$50.00	\$1,000.00	\$200.00	\$4,000.00	\$50.00	\$1,000.00	\$51.54	\$1,030.80
33	Pipe Underdrain, 6"	LF	472	\$50.00	\$23,600.00	\$32.00	\$15,104.00	\$30.00	\$14,160.00	\$30.00	\$14,160.00	\$71.40	\$33,702.80	\$40.00	\$18,880.00	\$30.00	\$14,160.00	\$68.00	\$32,096.00
<b>TOTAL</b>					\$3,254,077.75		\$3,004,430.45		\$3,301,630.44		\$3,010,864.09		\$3,144,164.22		\$4,034,652.15		\$3,159,140.36		\$3,398,802.71
ITEM NO.	ITEM	UNIT	QTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
<b>Town Center Parking Lot</b>																			
1	Combination Curb and Gutter Removal, Type B6-12	FT	90	\$4.50	\$405.00	\$3.00	\$270.00	\$3.00	\$270.00	\$3.30	\$297.00	\$3.15	\$283.50	\$10.00	\$900.00	\$6.00	\$540.00	\$11.00	\$990.00
2	Combination Curb and Gutter, Type B6-12	FT	90	\$25.00	\$2,250.00	\$23.00	\$2,070.00	\$23.00	\$2,070.00	\$23.00	\$2,070.00	\$24.15	\$2,173.50	\$50.00	\$4,500.00	\$30.00	\$2,700.00	\$23.45	\$2,110.50
3	Sidewalk Removal 5"	SF	1711	\$1.25	\$2,138.75	\$1.00	\$1,711.00	\$1.00	\$1,711.00	\$1.00	\$1,711.00	\$1.05	\$1,796.55	\$10.00	\$17,110.00	\$2.00	\$3,422.00	\$2.00	\$3,422.00
4	Class "D" Patches Type IV, 3.25"	SY	491	\$20.00	\$9,820.00	\$18.00	\$8,838.00	\$51.20	\$25,139.20	\$20.00	\$9,820.00	\$28.00	\$13,748.00	\$40.00	\$19,640.00	\$38.25	\$18,780.75	\$29.42	\$14,445.22
5	Inlets, CB, MH to be Repaired	EA	3	\$150.00	\$450.00	\$160.00	\$480.00	\$150.00	\$450.00	\$150.00	\$450.00	\$157.50	\$472.50	\$850.00	\$2,550.00	\$150.00	\$450.00	\$150.00	\$450.00
6	Inlets, CB, MH to be Adjusted	EA	12	\$350.00	\$4,200.00	\$400.00	\$4,800.00	\$375.00	\$4,500.00	\$375.00	\$4,500.00	\$367.50	\$4,410.00	\$500.00	\$6,000.00	\$375.00	\$4,500.00	\$350.00	\$4,200.00
7	Earth Excavation	CY	4	\$100.00	\$400.00	\$35.00	\$140.00	\$100.00	\$400.00	\$45.00	\$180.00	\$44.10	\$176.40	\$80.00	\$320.00	\$75.00	\$300.00	\$130.07	\$520.28
8	Trench Backfill	CY	16	\$25.00	\$400.00	\$1.05	\$16.80	\$1.00	\$16.00	\$1.00	\$16.00	\$24.15	\$386.40	\$60.00	\$960.00	\$1.00	\$16.00	\$23.00	\$368.00
9	Hot-Mix Asphalt Surface Removal 1.75"	SY	10374	\$2.25	\$23,341.50	\$1.80	\$18,673.20	\$1.80	\$18,673.20	\$2.95	\$30,603.30	\$1.85	\$19,191.90	\$2.20	\$22,822.80	\$2.75	\$28,528.50	\$2.66	\$27,594.84
10	Bituminous Material (Prime Coat)	LB	4755	\$0.25	\$1,188.75	\$0.01	\$47.55	\$1.40	\$6,657.00	\$0.10	\$475.50	\$0.10	\$475.50	\$1.00	\$4,755.00	\$0.01	\$47.55	\$0.68	\$3,233.40
11	Hot-Mix Asphalt Surface Course, Mix "D" N50	TON	1226	\$75.00	\$91,950.00	\$79.00	\$96,854.00	\$83.40	\$102,248.40	\$75.00	\$91,950.00	\$75.00	\$91,950.00	\$82.50	\$101,145.00	\$72.50	\$88,885.00	\$75.70	\$92,808.20
12	Thermoplastic Pavement Marking Line 4"	FT	10342	\$1.00	\$10,342.00	\$0.88	\$7,032.56	\$0.60	\$6,205.20	\$0.60	\$6,205.20	\$0.81	\$8,377.02	\$0.70	\$7,239.40	\$0.60	\$6,205.20	\$0.78	\$8,066.76
13	Thermoplastic Pavement Marking Line 6"	FT	136	\$1.50	\$204.00	\$1.10	\$149.60	\$1.00	\$136.00	\$1.00	\$136.00	\$1.31	\$178.16	\$1.10	\$149.60	\$1.00	\$136.00	\$1.25	\$170.00
14	Thermoplastic Pavement Marking Line 24"	FT	21	\$5.50	\$115.50	\$5.35	\$112.35	\$5.00	\$105.00	\$5.00									

*Village of Carol Stream*  
Interdepartmental Memo

TO: Robert Mellor, Village Manager  
FROM: Philip J. Modaff, Director of Public Works   
DATE: March 5, 2020  
RE: Recommendation to Award a Contract for Truck Rehabilitation Services

The FY20 budget includes \$160,000 for the rehabilitation of two large dump trucks (#73 and #78). Truck #73 was purchased in 2003 and has approximately 26,000 miles; truck 78 is a 2004 model with around 25,000 miles. Similar rehab work has been performed on six other trucks in the past four years, including two in the current fiscal year. The goal is to extend the life of these trucks for at least ten years and defer a replacement cost of two to three times the rehabilitation expense.

The work that is planned for truck each will generally include replacement of the dump body and salt-spreader, replacement of the entire hydraulic system from front to back, installation of camera systems, and replacement of the lighting package and snow plow<sup>1</sup>.

The truck rehabilitation services are offered under a contract through Sourcewell (formerly the National Joint Powers Alliance), of which Carol Stream is a member. Sourcewell allows government agencies who become members to take advantage of jointly bid contracts for all types of services and equipment. The contractor is Henderson Products, of Huntley, IL, working under Sourcewell contract #41660 (see attached). The Streets and Garage Supervisors have worked closely with Henderson to develop specifications for this work to meet our needs and have inspected the Henderson facility and work process. Attached you will find proposals for each truck rehab with a total combined cost of \$153,956.00. The additional frame painting work and final up-fitting costs to be done by others outside of this contract will total \$4,900.00 for the two trucks, bringing the grand total for the rehab work to \$158,856.

Due to the extended time needed for fabrication and delivery of parts and equipment, and the installation time required, staff is requesting that the order for this work be placed immediately following approval by the Mayor and Board of Trustees. On this time frame, we are confident that delivery of the rehabilitated trucks will occur prior to the next winter season. No invoicing would occur until the rehabilitations are complete and accepted by staff.

I recommend that the Village Board approve a Motion to award a contract for truck rehabilitation services to Henderson Products under Sourcewell contract number 080818-HPI in the amount of \$153,956.00, pursuant to the provisions of Section 5-8-3(B) and subsection 5-8-14(L) of the Carol Stream Code of Ordinances. Furthermore, that staff be authorized to place the order for these services immediately.

Attachments

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<sup>1</sup> Prior rehabs included sandblasting and recoating of the truck frame, but we have been unsatisfied with the end-product on several of the trucks. Therefore, we will send the trucks to a local vendor who specializes in this type of work.

**FORM E**  
**CONTRACT ACCEPTANCE AND AWARD**



(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

**Sourcewell Contract #: 080818-HPI**

Proposer's full legal name: Henderson Products Inc.

**Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.**

The effective date of the Contract will be October 29, 2018 and will expire on October 29, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

**Sourcewell Authorized Signatures:**

Jeremy Schwartz  
70144D620E604E3...  
SOURCEWELL DIRECTOR OF OPERATIONS AND  
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz  
(NAME PRINTED OR TYPED)

Chad Coauette  
3E76E02B1647448...  
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette  
(NAME PRINTED OR TYPED)

Awarded on October 22, 2018

Sourcewell Contract # 080818-HPI

**Vendor Authorized Signatures:**

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name HENDERSON PRODUCTS INC.

Authorized Signatory's Title DIRECTOR OF FINANCE

David Westergaard  
VENDOR AUTHORIZED SIGNATURE

DAVID WESTERGAARD  
(NAME PRINTED OR TYPED)

Executed on OCT. 29, 2018

Sourcewell Contract # 080818-HPI



# HENDERSON

PRODUCTS, INC.

11921 SMITH DRIVE  
HUNTLEY, IL 60142  
PHONE: 847-836-4996  
FAX: 563-927-7108

## CUSTOMER QUOTE

Page 1  
Estimate #133712  
Rev #16

To: VILLAGE OF CAROL STREAM, IL  
Attn:  
Quote Date: 3/6/2020  
Valid Until: 4/5/2020

Quoted By: Cassie Putz  
Phone: 563-927-2828  
Cell:  
Fax: 563-927-2521  
Email: cputz@hendersonproducts.com

Quoted:

Carol Stream Retro- Carol Stream equipment remove **Truck #73**

This price is based on the information provided or known at time of estimate. This estimate is valid for 30 days due to the continuing operation of the truck. Once work has begun on the retro-fit, we will advise you if additional labor or materials are required above the estimated price. If so, a separate estimate and invoice can be provided if required. You will not be billed without prior consent.

### MARKE SA Dump Body

BODY LENGTH: 10ft BODY LENGTH  
SIDE STYLE: STRAIGHT SIDES  
SIDE HEIGHT (FROM FLOOR): 26" SIDE HEIGHT  
REAR BODY PROFILE: STANDARD STRAIGHT VERTICAL GATE  
REAR CORNER POSTS: REAR BOLSTERS 8" ABOVE SIDES  
BOARD POCKETS: 2" WIDE BOARD POCKETS  
HOIST TYPE: 8/17 UNDERBODY HOIST W/ SUBFRM  
HOIST CYLINDER/MODEL: UB 8/17 CYLINDER, CLASS 50, 18.6 TON LIFT CAPACITY  
UB HOIST BUSHINGS: GREASABLE BUSHINGS  
HYDRAULIC PUMP: NO FACTORY SUPPLIED HYDRAULIC PUMP  
CYLINDER CRADLE STYLE: STANDARD HOIST CRADLE  
INSTALL SUBFRAME AND/OR CYLINDER: SHIP LOOSE - DEALER TO INSTALL  
EXTRA BODY PROP: NO EXTRA BODY PROP  
HYDRAULIC RESERVOIR: NO RESERVOIR - DEALER TO SUPPLY  
FLOOR MATERIAL: 1/4" AR400 FLOOR  
FLOOR TO SIDE RADIUS: 5" RADIUS FLOOR TO SIDE  
LONGSILL MATERIAL: 8" I-BEAM LONGSILLS (STANDARD SKIP WELD)  
SIDES/HEADSHEET MATERIAL: 7GA 201SS SIDES/HEAD  
SIDE BRACING TYPE: NO SIDE BRACING  
SIDE BRACE MATERIAL: NO SIDEBRACE  
TOP RAIL STYLE: FLAT (2" FLAT, THEN SLOPED)  
CONTOURED FRONT CORNER POSTS: NO FRONT CORNER POSTS  
REAR CORNER POST MATERIAL: 10GA 201SS REAR CORNER POSTS  
TAILGATE STYLE: STANDARD TAILGATE  
TAILGATE SHEET MATERIAL: 7GA 201SS TAILGATE SHEET  
TAILGATE BRACING: SINGLE HORIZONTAL TAILGATE BRACE  
TAILGATE BRACE MATERIAL: 10GA 201SS TAILGATE BRACING  
TAILGATE TOP PIVOT HARDWARE: 1-1/4" PINS, 1" PLATES, NON-GREASABLE  
TAILGATE LATCH TYPE: MANUAL TAILGATE RELEASE, SS BUSHINGS  
TAILGATE RELEASE VALVE: NO TAILGATE RELEASE VALVE  
TAILGATE PIN LANYARDS: NO TAILGATE PIVOT PIN LANYARDS  
TAILGATE LIFT LOOP: TAILGATE LIFT LOOP, CENTER OUTSIDE (SS)





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## CUSTOMER QUOTE

Page 2  
Quote #133712  
Rev #16

LATCH JAWS: LOWER TG LATCH JAWS, GREASABLE  
COAL CHUTE: NO COAL CHUTE  
REAR FACE LIGHT HOLES: (2) OBOUND LIGHT HOLES, EA BOLSTER REAR FACE  
REAR SIDE MARKER LIGHT HOLE: STD 2.5" SIDE MARKER LIGHT HOLES  
EXTERIOR LIGHT BOXES INSTALLED: NO EXTERIOR LIGHT BOXES  
LIGHTING PACKAGE: NO OEM LIGHTING PACKAGE  
BODY HINGE CONSTRUCTION: STD SUBFRAME INTEGRAL HINGE  
BODY HINGE TYPE: GREASABLE HINGE BLOCKS  
BODY HINGE PAINT: YES, REAR HINGE PAINTED @ FACTORY  
PAINT PREPARATION: SS WASH-NATURAL FINISH, PRIME MILD PARTS (201/304SS BODY)  
CABSHIELD STYLE: NO CABSHIELD  
ASPHALT LIP: NO ASPHALT LIP  
WALK RAILS: WALK RAIL INSTALLED ON LOWER RUBRAILS  
WALKRAIL MATERIAL: STAINLESS STEEL WALKRAIL MATERIAL  
WALK RAIL TYPE: 1/4" X 1-1/2" FLAT BAR (304SS)  
TARP RAILS: NO TARP RAILS  
SIDE LADDERS: (YES) SIDE LADDER - Pick From List Below  
SIDE LADDER MATERIAL: STAINLESS STEEL LADDER CONSTRUCTION - Pick From List Below  
DRIVER'S SIDE FRONT LADDER: 3 STEP PULL OUT LADDER (201SS)  
INSTALL DRIVER SIDE FRONT LADDER: NO, SHIP DRIVERS SIDE FRONT LADDER LOOSE  
DRIVER'S SIDE REAR LADDER: NO DRIVERS SIDE REAR LADDER  
CURBSIDE FRONT LADDER: NO CURBSIDE FRONT LADDER  
CURBSIDE REAR LADDER: NO CURB SIDE REAR LADDER  
STEP(S): 1-1/2" GRIP STRUT STEP(S) (304SS)  
DRIVERS SIDE FRONT STEP(S): NO DRIVERS SIDE FRONT STEP(S) INSTALLED  
DRIVER SIDE REAR STEP(S): NO DRIVERS SIDE REAR STEP(S) INSTALLED  
CURBSIDE FRONT STEP(S): NO CURBSIDE FRONT STEP(S) INSTALLED  
CURBSIDE REAR STEP(S): NO CURBSIDE REAR STEP(S) INSTALLED  
STEP QUANTITY, SHIPPED LOOSE: TWO STEPS, SHIPPED LOOSE  
GRAB HANDLES: (2) GRAB HANDLES HENDERSON IDC INSTALLED  
Show Options: Show Options  
SIDEBOARDS: NO SLOPED SIDEBOARDS  
RUBBER MOUNTING PADS: NO RUBBER MOUNTING PADS  
VIBRATOR MOUNTING PAD: VIBRATOR MOUNTING PAD, BETWEEN LONGSILLS (MILD)  
REAR APRON FILLER PLATE (FOR TGS SANDER): NO REAR APRON FILL PLATE  
INSTALL TGS SPREADER: NO TGS INSTALL  
HEATED BODY: NO HEATED BODY OPTION  
CRADLE MOUNT TOOLBOX: NO TRIANGULAR CRDL MOUNT TOOLBOX (SLOPED HEAD P2P ONLY)  
TOOLBOX (BODY INTEGRAL): NO INTEGRAL BODY TOOLBOX  
Option 1 Description: Cabshield PN: 142338.201 22x86, 201ss, NO tarp, 4 rear  
Whln

### TGS salt / sand spreader

TROUGH MATERIAL: 201SS  
AUGER SIZE AND TYPE: 6" dia. auger, direct drive  
MOUNTING BRACKETS: Std brackets for 96" wide bodies  
Option 1 Description: Slurry Tube installed





# HENDERSON

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## CUSTOMER QUOTE

Page 3  
Quote #133712  
Rev #16

### Reversible snow plow

Plow Length: **11' length**  
Moldboard Trip: **Adjustable cutting edge trip - torsion spring**  
Pushframe Type: **Standard Circle Frame with Top Mount Cylinders**  
Moldboard Height: **42" height**  
Moldboard Shield: **Integral shield**  
Moldboard Sheet Material: **10 GA GR50 steel (standard)**  
Mailbox Cut/Mouse Ear: **Mailbox cutout on right side of moldboard**  
Adjustable Trip Spring: **Adjustable cutting edge trip springs**  
Hydraulic Cylinders: **3" x 2" x 10" reversing nitrided cylinders**  
Paint: **Henderson Orange**  
Running Gear Type: **Skid Shoes**  
Skid Shoes, Pair Installed: **1" x 6" rect. skid shoes w/ screw jack adjustment**  
12" Rubber Deflector: **Yes, w/ SS Backer**  
Install Rubber Deflector: **Yes**  
36" Plastic Side Markers, Pair: **Yes**  
Parking Jack, Screw Adjustable: **Yes**  
Install Parking Jack: **Yes**  
Cutting Edge: **Std 5/8" x 8" One Piece AASHTO punch**  
Curb Guard, Installed: **Double Wrap around curb guards**  
Hitch, Plow Portion: **Quick Link hitch**  
Plow Portion Installed on Plow: **Yes**  
Hitch, Truck Portion: **See HPH or HCH for Truck portion hitch**  
Custom Option Fields: **No Custom Options Required**

### Henderson Pro Hitch

Hitch: **Pro Hitch**  
Country: **United States of America**  
Language: **English**  
Lift Arm: **Telescopic fold down arm**  
Lift Cylinder: **4.0 inch Diameter, Double Acting**  
Paint & Finish: **Powder Coated Gloss Black**  
Decals: **Standard Decals**  
Lower Connection, Hitch Portion: **Custom Hitch Connection**  
Custom Lower Connection, Hitch Portion: **Quick Link lower connection PN: 158399**  
Quick Disconnect Mounting Plate-Front: **1 pr holes for 1/2" quick disconnect**  
Cheek Plates: **44.0" h x 42.375" w x 20.0" Frame Extension**  
Frame Kicker: **Less Frame Kicker**  
Front Bumper: **Less Front Bumper**  
Hitch: **1 Year Comprehensive Warranty**

### PWS liquid pre-wetting system







# HENDERSON

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## CUSTOMER QUOTE

Page 4  
Quote #133712  
Rev #16

Power Source: **Hydraulic Powered Pump**  
Application: **Munibody**  
Product Size: **Munibody 9ft RDO**  
Control Box: **No Valve, Hydraulic Powered Pump Only-Open Loop**  
Pump: **Upgraded Pump Rated at 8.2 GPM**  
Console: **None-Deduct PWSH-I Console**  
Tank Size: **No Tank(s)-Deduct MUNI 75 gal tank**  
Spray Assembly: **Std Variable Displacement Nozzle Assembly for Rear Chute**  
Mounting Hardware: **No Mounting Hardware or N/A**

### Retrofit Workup

Facility: **IDC-IL**  
Chassis Delivery To Henderson: **Truck Dealer/Customer Delivers**  
Completed Truck Delivery Method: **Customer Pick-Up**  
Equipment Disposal: **Customer To Dispose All**  
Equipment Disposal Spec:  
Dump bodies (all types and brands): **Customer removed**  
Multi-Purpose Muni (all brands): **Not Required**  
Hooklift: **Not Required**  
Patrol wing (all brands): **Not Required**  
Bench wing (all brands): **Not Required**  
Extendable wing (all brands): **Not Required**  
Reversible scraper (all brands): **Not Required**  
Fixed angle scraper (all brands): **Not Required**  
Prewet (all brands): **Not Required**  
Under tailgate spreader (all brands): **Customer removed**  
Front plow hitch (all brands): **Customer removed**  
Pintle plate (all brands): **Not Required**  
Hydraulics-In-cab controls: **Not Required**  
Hydraulics-In-cab spreader controls: **Not Required**  
Hydraulics-Valve enclosure: **Customer removed**  
Hydraulics-Reservoir: **Customer removed**  
Hydraulics-PTO/Pump: **Customer removed**  
Hoses/tubing and fittings: **Customer removed**  
Other Equipment: **Not Required**  
Chassis Make: **International**  
Chassis Model Yr: **2004**  
Chassis Model: **7400**  
Vin Number: **1HTWDAAR74J094091**

Hitch Type: **ProHitch, multi-hitch**  
Mount Type: **ProHitch-Cheekplates Supplied From Factory**  
Front Bumper: **Fabricated Channel Bumper (2pc design) (MFG Material)**  
Hitch Options 1: **PN: HTE202 fabricated bumper**

Front Plow Type: **Standard Henderson Plow**  
Plow Markers (Front Plow): **IDC Install of fact supplied markers, sales to order w/ unit**





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## CUSTOMER QUOTE

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Quote #133712  
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Rubber Deflector Install: Supplied/Installed @ Factory, sales to order w/ unit  
Running Gear Install: Supplied/Installed @ Factory (sales to order w/ unit)  
Front Plow Curb Guards: Supplied/Installed @ Factory (Sales to order with unit)  
Plow Jack Install: Supl'd/Instl'd on plow @ Factory, Sales order with unit

Dump Body Type: Mark E Single Axle  
Floor Length: (10') Floor length  
Hoist Type: Underbody Hoist with Subframe  
Body Material (Sides/ends): Stainless Steel Type Body Material  
Tailgate Release Type: IDC supplied Electric over air valve  
Pressure Protection Valve: Direct to air tank valve (Int & Mack ONLY)  
Cabshield Install: Supl'd by fact, welded to body @ IDC, sales to order w/ unit  
Step(s): Supplied by factory, Install @ IDC (sales to order w/ unit)  
Step QTY: 2  
Step 1 Location: TBD at time of pre-build  
Step 2 Location: TBD at time of pre-build  
Grab Handle(s): (2) Factory suppl'd, install @ IDC (Sales to order with unit)  
Ladder(s): Supplied by factory, Install @ IDC (sales to order w/ unit)  
Ladder Install QTY (Dump): (1) LADDER INSTALLED @ IDC (LABOR ONLY)  
Ladder Install Style (Dump) 1: 3 Step Pull Out  
Ladder Install Loc 1 (Dump): Driver Side Front  
Shovel Holder: (1) IDC Supl'd Spring Loaded SS Shovel Holder w/ SS brckt  
Shovel Holder Loc (1): Driver side headsheet  
Vibrator: Cougar Vib, DC2700 kit, 50' cable, SA (order vib pad w unit)  
Sideboards: Wood (Un-Painted), supplied/installed by IDC  
Sideboard Spec: 2in.x10in.x10ft. PN: 162233

### Sideboard Notes:

### Body Spec Notes:

- Steps to be installed on the inside front corner (Driver side to headsheet).
- Pull out ladder to be mounted as close to this as possible.
- Shovel holder location to be determined at time of order

TGS Drive Type: Hydraulic Drive  
TGS Spinner Configuration: Single Spinner Install  
TGS Body Type: Standard straight gate body install  
TGS mounting type: STD TGS brackets (supplied with unit)

Spreader Type: TGS

Prewet/Liquid System: Tailgate Prewet System  
Drive Configuration: Hydraulic Drive, Henderson Supplied (Sales to order w/unit)  
Controls: Supplied by IDC (sales to order w/ hyd cntrls)  
Slurry Tube: Factory Supplied/Installed (sales to order w/unit)  
Liquid Options 1: Re-use existing behind the cab prewet tanks  
Liquid Options 2: 2.5 Gal Flush tank PN:161566 & 165484.201  
Liquid Options 3: Hook up customer supplied low level sensor





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## CUSTOMER QUOTE

Page 6  
Quote #133712  
Rev #16

### Liquid Details:

Mudflaps (Rear): **Swinging w/Logo**  
Mudflap Type (Rear): **36" Swinging, SS (with LOGO)**  
Mudflaps (Front): **Body Mounted w/Logo**  
Mudflap Type (Front): **Body Mounted Rubber, SS, w/ anti-sail brackets W/ LOGO**

Chassis Accessories: **Yes (SELECT RELATED OPTIONS BELOW)**  
Pintle Plate: **Not Required for Job or Applic**  
Pintle Hook: **Not Required**  
Truck Wash: **Complete Truck Wash/Clean/Vac 1**  
Inspection: **Walk-around meeting only**  
Reflective Tape: **Reflective Tape, Henderson Logo (60' Linear)**  
Install Touch-up: **Basic Installation Touch-Up**  
Chassis Install Options 1: **Re-use existing pintle plate on chassis**  
Chassis Install Options 2: **Customer to prep frame (Sandblast and paint)**  
Chassis Install Options 3: **Aluminum Battery Box PN: 3599419C2**  
Power Distribution Panel: **Power Distribution Panel**  
Misc Electrical Supplies: **Req'd Misc Elect Supplies**

Electrical: **Yes (SELECT RELATED OPTIONS BELOW)**  
Plow Lights: **Plow Lts, LED, Heated, Tlite, Rectangular, Pair**  
Plow Light Brackets: **Plow Lt Hood Brckts, SS, INTERNATIONAL**  
Worklight(s) QTY: **(QTY 2) Work Lights (Select type below)**  
Worklight (1) Type: **LED, Worklight, 4in Round (Optilux)**  
Worklight (1) Gen Location: **Rear Spinner**  
Worklight (2) Type: **LED, Worklight, 4in Round (Optilux)**  
Worklight (2) Gen Location: **Rear Spinner**  
Rear Dump Bolster (S/T/T): **LED S/T/T, kit (West) (order holes)**  
Rear Dump Bolster (Back-up): **B/U Lights, LED, Clear, Oval, pair (Order holes with body)**  
Back up alarm: **Backup Alarm, Adj 82-107db**  
Junction Box/Backup Alarm Bracket: **Backup Alarm Bracket Installed**  
Body up switch/light: **Body UP Switch/Body Up Light (Trucklite)**  
Backbone & Wire Standoffs: **10' Backbone (For SA)**  
Camera: **MS Foster**  
Camera Kit: **Camera Sys, 7" Monitor, 2 Cameras w/wash & Exten Cble**  
Camera Wash Kit: **Camera Wash Kit, 2 Cameras**  
IDC Light Package: **72" Justice (ILDOT), no wk lites, Std Risers**  
Electrical Install Opt 1: **3rd MS Foster Camera Kit w/wash (HTE375.201, 163197)**  
Electrical Install Opt 2: **Junction box PN: 80344 & HTE51**

### Electrical Spec Notes:

Hyd Supplier: **Certified (Select Pkg Below)**  
Hyd Supplier (Spec): **QU# 11017562**  
Controls Type: **Cable Controls**  
Cable Qty: **3 Functions**





# HENDERSON

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## CUSTOMER QUOTE

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PTO Type: **Included in Hydraulics Package**  
Reservoir Type: **Supplied With Hydraulics**  
Valve Enclosure Type: **Supplied With Hydraulics**

Hydraulics: **Full Hydraulic Package**  
Quick Coupler Upgrade: **Standard Quick Couplers**

**Hydraulics Notes:**

-Reuse existing spreader control  
IDC Manager Review: **C Fack, M Zissman, D Bliss**

Single Package: \$76,978.00  
Package(s) : 1  
Total: \$76,978.00

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Quote notes:

Additional options to consider. Please "X" all to be included.

\_\_\_ 1) 3rd MS Foster Camera kit with wash DEDUCT \$ 3135.00

TOTAL WITH OPTIONS \_\_\_\_\_

SOURCEWELL CONTRACT# 080818-HPI  
CUSTOMER NUMBER# 91788





# HENDERSON

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## CUSTOMER QUOTE

Page 1  
Estimate #133709  
Rev #15

To: VILLAGE OF CAROL STREAM, IL  
Attn:  
Quote Date: 3/6/2020  
Valid Until: 4/5/2020

Quoted By: Cassie Putz  
Phone: 563-927-2828  
Cell:  
Fax: 563-927-2521  
Email: cputz@hendersonproducts.com

Quoted:

Carol Stream Retro- Carol Stream equipment remove **Truck #78**

This price is based on the information provided or known at time of estimate. This estimate is valid for 30 days due to the continuing operation of the truck. Once work has begun on the retro-fit, we will advise you if additional labor or materials are required above the estimated price. If so, a separate estimate and invoice can be provided if required. You will not be billed without prior consent.

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UB HOIST BUSHINGS: GREASABLE BUSHINGS  
HYDRAULIC PUMP: NO FACTORY SUPPLIED HYDRAULIC PUMP  
CYLINDER CRADLE STYLE: STANDARD HOIST CRADLE  
INSTALL SUBFRAME AND/OR CYLINDER: SHIP LOOSE - DEALER TO INSTALL  
EXTRA BODY PROP: NO EXTRA BODY PROP  
HYDRAULIC RESERVOIR: NO RESERVOIR - DEALER TO SUPPLY  
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FLOOR TO SIDE RADIUS: 5" RADIUS FLOOR TO SIDE  
LONGSILL MATERIAL: 8" I-BEAM LONGSILLS (STANDARD SKIP WELD)  
SIDES/HEADSHEET MATERIAL: 7GA 201SS SIDES/HEAD  
SIDE BRACING TYPE: NO SIDE BRACING  
SIDE BRACE MATERIAL: NO SIDEBRACE  
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CONTOURED FRONT CORNER POSTS: NO FRONT CORNER POSTS  
REAR CORNER POST MATERIAL: 10GA 201SS REAR CORNER POSTS  
TAILGATE STYLE: STANDARD TAILGATE  
TAILGATE SHEET MATERIAL: 7GA 201SS TAILGATE SHEET  
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TAILGATE BRACE MATERIAL: 10GA 201SS TAILGATE BRACING  
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TAILGATE LATCH TYPE: MANUAL TAILGATE RELEASE, SS BUSHINGS  
TAILGATE RELEASE VALVE: NO TAILGATE RELEASE VALVE  
TAILGATE PIN LANYARDS: NO TAILGATE PIVOT PIN LANYARDS  
TAILGATE LIFT LOOP: TAILGATE LIFT LOOP, CENTER OUTSIDE (SS)





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Page 2  
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LATCH JAWS: LOWER TG LATCH JAWS, GREASABLE  
COAL CHUTE: NO COAL CHUTE  
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EXTERIOR LIGHT BOXES INSTALLED: NO EXTERIOR LIGHT BOXES  
LIGHTING PACKAGE: NO OEM LIGHTING PACKAGE  
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BODY HINGE TYPE: GREASABLE HINGE BLOCKS  
BODY HINGE PAINT: YES, REAR HINGE PAINTED @ FACTORY  
PAINT PREPARATION: SS WASH-NATURAL FINISH, PRIME MILD PARTS (201/304SS BODY)  
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DRIVER SIDE REAR STEP(S): NO DRIVERS SIDE REAR STEP(S) INSTALLED  
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CURBSIDE REAR STEP(S): NO CURBSIDE REAR STEP(S) INSTALLED  
STEP QUANTITY, SHIPPED LOOSE: TWO STEPS, SHIPPED LOOSE  
GRAB HANDLES: (2) GRAB HANDLES HENDERSON IDC INSTALLED  
Show Options: Show Options  
SIDEBOARDS: NO SLOPED SIDEBOARDS  
RUBBER MOUNTING PADS: NO RUBBER MOUNTING PADS  
VIBRATOR MOUNTING PAD: VIBRATOR MOUNTING PAD, BETWEEN LONGSILLS (MILD)  
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Whln

### TGS salt / sand spreader

TROUGH MATERIAL: 201SS  
AUGER SIZE AND TYPE: 6" dia. auger, direct drive  
MOUNTING BRACKETS: Std brackets for 96" wide bodies  
Option 1 Description: Slurry Tube installed



Awarded Contract



# HENDERSON

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## CUSTOMER QUOTE

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Quote #133709  
Rev #15

### Reversible snow plow

Plow Length: 11' length  
Moldboard Trip: Adjustable cutting edge trip - torsion spring  
Pushframe Type: Standard Circle Frame with Top Mount Cylinders  
Moldboard Height: 42" height  
Moldboard Shield: Integral shield  
Moldboard Sheet Material: 10 GA GR50 steel (standard)  
Mailbox Cut/Mouse Ear: Mailbox cutout on right side of moldboard  
Adjustable Trip Spring: Adjustable cutting edge trip springs  
Hydraulic Cylinders: 3" x 2" x 10" reversing nitrided cylinders  
Paint: Henderson Orange  
Running Gear Type: Skid Shoes  
Skid Shoes, Pair Installed: 1" x 6" rect. skid shoes w/ screw jack adjustment  
12" Rubber Deflector: Yes, w/ SS Backer  
Install Rubber Deflector: Yes  
36" Plastic Side Markers, Pair: Yes  
Parking Jack, Screw Adjustable: Yes  
Install Parking Jack: Yes  
Cutting Edge: Std 5/8" x 8" One Piece AASHTO punch  
Curb Guard, Installed: Double Wrap around curb guards  
Hitch, Plow Portion: Quick Link hitch  
Plow Portion Installed on Plow: Yes  
Hitch, Truck Portion: See HPH or HCH for Truck portion hitch  
Custom Option Fields: No Custom Options Required

### Henderson Pro Hitch

Hitch: Pro Hitch  
Country: United States of America  
Language: English  
Lift Arm: Telescopic fold down arm  
Lift Cylinder: 4.0 inch Diameter, Double Acting  
Paint & Finish: Powder Coated Gloss Black  
Decals: Standard Decals  
Lower Connection, Hitch Portion: Custom Hitch Connection  
Custom Lower Connection, Hitch Portion: Quick Link lower connection PN: 158399  
Quick Disconnect Mounting Plate-Front: 1 pr holes for 1/2" quick disconnect  
Cheek Plates: 44.0" h x 42.375" w x 20.0" Frame Extension  
Frame Kicker: Less Frame Kicker  
Front Bumper: Less Front Bumper  
Hitch: 1 Year Comprehensive Warranty

### PWS liquid pre-wetting system





# HENDERSON

PRODUCTS, INC.

11921 SMITH DRIVE  
HUNTLEY, IL 60142  
PHONE: 847-836-4996  
FAX: 563-927-7108

## CUSTOMER QUOTE

Page 4  
Quote #133709  
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Power Source: **Hydraulic Powered Pump**  
Application: **Munibody**  
Product Size: **Munibody 9ft RDO**  
Control Box: **No Valve, Hydraulic Powered Pump Only-Open Loop**  
Pump: **Upgraded Pump Rated at 8.2 GPM**  
Console: **None-Deduct PWSH-I Console**  
Tank Size: **No Tank(s)-Deduct MUNI 75 gal tank**  
Spray Assembly: **Std Variable Displacement Nozzle Assembly for Rear Chute**  
Mounting Hardware: **No Mounting Hardware or N/A**

### Retrofit Workup

Facility: **IDC-IL**  
Chassis Delivery To Henderson: **Truck Dealer/Customer Delivers**  
Completed Truck Delivery Method: **Customer Pick-Up**  
Equipment Disposal: **Customer To Dispose All**  
Equipment Disposal Spec:  
Dump bodies (all types and brands): **Customer removed**  
Multi-Purpose Muni (all brands): **Not Required**  
Hooklift: **Not Required**  
Patrol wing (all brands): **Not Required**  
Bench wing (all brands): **Not Required**  
Extendable wing (all brands): **Not Required**  
Reversible scraper (all brands): **Not Required**  
Fixed angle scraper (all brands): **Not Required**  
Prewet (all brands): **Not Required**  
Under tailgate spreader (all brands): **Customer removed**  
Front plow hitch (all brands): **Customer removed**  
Pintle plate (all brands): **Not Required**  
Hydraulics-In-cab controls: **Not Required**  
Hydraulics-In-cab spreader controls: **Not Required**  
Hydraulics-Valve enclosure: **Customer removed**  
Hydraulics-Reservoir: **Customer removed**  
Hydraulics-PTO/Pump: **Customer removed**  
Hoses/tubing and fittings: **Customer removed**  
Other Equipment: **Not Required**  
Chassis Make: **International**  
Chassis Model Yr: **2004**  
Chassis Model: **7400**  
Vin Number: **1HTWDAAR74J094091**

Hitch Type: **ProHitch, multi-hitch**  
Mount Type: **ProHitch-Cheekplates Supplied From Factory**  
Front Bumper: **Fabricated Channel Bumper (2pc design) (MFG Material)**  
Hitch Options 1: **PN: HTE202 fabricated bumper**

Front Plow Type: **Standard Henderson Plow**  
Plow Markers (Front Plow): **IDC Install of fact supplied markers, sales to order w/ unit**







# HENDERSON

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## CUSTOMER QUOTE

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Rubber Deflector Install: Supplied/Installed @ Factory, sales to order w/ unit  
Running Gear Install: Supplied/Installed @ Factory (sales to order w/ unit)  
Front Plow Curb Guards: Supplied/Installed @ Factory (Sales to order with unit)  
Plow Jack Install: Supl'd/Instl'd on plow @ Factory, Sales order with unit

Dump Body Type: Mark E Single Axle

Floor Length: (10') Floor length

Hoist Type: Underbody Hoist with Subframe

Body Material (Sides/ends): Stainless Steel Type Body Material

Tailgate Release Type: IDC supplied Electric over air valve

Pressure Protection Valve: Direct to air tank valve (Int & Mack ONLY)

Cabshield Install: Supl'd by fact, welded to body @ IDC, sales to order w/ unit

Step(s): Supplied by factory, Install @ IDC (sales to order w/ unit)

Step QTY: 2

Step 1 Location: TBD at time of pre-build

Step 2 Location: TBD at time of pre-build

Grab Handle(s): (2) Factory suppl'd, install @ IDC (Sales to order with unit)

Ladder(s): Supplied by factory, Install @ IDC (sales to order w/ unit)

Ladder Install QTY (Dump): (1) LADDER INSTALLED @ IDC (LABOR ONLY)

Ladder Install Style (Dump) 1: 3 Step Pull Out

Ladder Install Loc 1 (Dump): Driver Side Front

Shovel Holder: (1) IDC Supl'd Spring Loaded SS Shovel Holder w/ SS brckt

Shovel Holder Loc (1): Driver side headsheet

Vibrator: Cougar Vib, DC2700 kit, 50' cable, SA (order vib pad w unit)

Sideboards: Wood (Un-Painted), supplied/installed by IDC

Sideboard Spec: 2in.x10in.x10ft. PN: 162233

### Sideboard Notes:

### Body Spec Notes:

-Steps to be installed on the inside front corner (Driver side to headsheet).

-Pull out ladder to be mounted as close to this as possible.

-Shovel holder location to be determined at time of order

TGS Drive Type: Hydraulic Drive

TGS Spinner Configuration: Single Spinner Install

TGS Body Type: Standard straight gate body install

TGS mounting type: STD TGS brackets (supplied with unit)

Spreader Type: TGS

Prewet/Liquid System: Tailgate Prewet System

Drive Configuration: Hydraulic Drive, Henderson Supplied (Sales to order w/unit)

Controls: Supplied by IDC (sales to order w/ hyd cntrls)

Slurry Tube: Factory Supplied/Installed (sales to order w/unit)

Liquid Options 1: Re-use existing behind the cab prewet tanks

Liquid Options 2: 2.5 Gal Flush tank PN:161566 & 165484.201

Liquid Options 3: Hook up customer supplied lowlevel sensor



Awarded Contract



# HENDERSON

PRODUCTS, INC.

11921 SMITH DRIVE  
HUNTLEY, IL 60142  
PHONE: 847-836-4996  
FAX: 563-927-7108

## CUSTOMER QUOTE

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### Liquid Details:

Mudflaps (Rear): **Swinging w/Logo**  
Mudflap Type (Rear): **36" Swinging, SS (with LOGO)**  
Mudflaps (Front): **Body Mounted w/Logo**  
Mudflap Type (Front): **Body Mounted Rubber, SS, w/ anti-sail brackets W/ LOGO**

Chassis Accessories: **Yes (SELECT RELATED OPTIONS BELOW)**  
Pintle Plate: **Not Required for Job or Applic**  
Pintle Hook: **Not Required**  
Truck Wash: **Complete Truck Wash/Clean/Vac 1**  
Inspection: **Walk-around meeting only**  
Reflective Tape: **Reflective Tape, Henderson Logo (60' Linear)**  
Install Touch-up: **Basic Installation Touch-Up**  
Chassis Install Options 1: **Re-use existing pintle plate on chassis**  
Chassis Install Options 2: **Customer to prep chassis frame (sandblast/paint)**  
Chassis Install Options 3: **Aluminum Battery Box PN: 3599419C2**  
Power Distribution Panel: **Power Distribution Panel**  
Misc Electrical Supplies: **Req'd Misc Elect Supplies**

Electrical: **Yes (SELECT RELATED OPTIONS BELOW)**  
Plow Lights: **Plow Lts, LED, Heated, Tlite, Rectangular, Pair**  
Plow Light Brackets: **Plow Lt Hood Brckts, SS, INTERNATIONAL**  
Worklight(s) QTY: **(QTY 2) Work Lights (Select type below)**  
Worklight (1) Type: **LED, Worklight, 4in Round (Optilux)**  
Worklight (1) Gen Location: **Rear Spinner**  
Worklight (2) Type: **LED, Worklight, 4in Round (Optilux)**  
Worklight (2) Gen Location: **Rear Spinner**  
Rear Dump Bolster (S/T/T): **LED S/T/T, kit (West) (order holes)**  
Rear Dump Bolster (Back-up): **B/U Lights, LED, Clear, Oval, pair (Order holes with body)**  
Back up alarm: **Backup Alarm, Adj 82-107db**  
Junction Box/Backup Alarm Bracket: **Backup Alarm Bracket Installed**  
Body up switch/light: **Body UP Switch/Body Up Light (Trucklite)**  
Backbone & Wire Standoffs: **10' Backbone (For SA)**  
Camera: **MS Foster**  
Camera Kit: **Camera Sys, 7" Monitor, 2 Cameras w/wash & Exten Cble**  
Camera Wash Kit: **Camera Wash Kit, 2 Cameras**  
IDC Light Package: **72" Justice (ILDOT), no wk lites, Std Risers**  
Electrical Install Opt 1: **3rd MS Foster Camera Kit w/wash (HTE375.201, 163197)**  
Electrical Install Opt 2: **Junction box PN: 80344 & HTE51**

### Electrical Spec Notes:

Hyd Supplier: **Certified (Select Pkg Below)**  
Hyd Supplier (Spec): **QU# 11017562**  
Controls Type: **Cable Controls**  
Cable Qty: **3 Functions**





# HENDERSON

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## CUSTOMER QUOTE

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PTO Type: **Included in Hydraulics Package**  
Reservoir Type: **Supplied With Hydraulics**  
Valve Enclosure Type: **Supplied With Hydraulics**

Hydraulics: **Full Hydraulic Package**  
Quick Coupler Upgrade: **Standard Quick Couplers**

**Hydraulics Notes:**

-Reuse existing spreader control  
IDC Manager Review: **C Fack, M Zissman, D Bliss**

Single Package: \$76,978.00  
Package(s) : 1  
Total: \$76,978.00

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Quote notes:

Additional options to consider. Please "X" all to be included.

\_\_\_ 1) 3rd MS Foster Camera kit with wash DEDUCT \$ 3135.00

TOTAL WITH OPTIONS \_\_\_\_\_

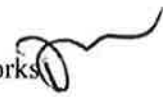
SOURCEWELL CONTRACT# 080818-HPI

CUSTOMER NUMBER# 91788



Awarded Contract

*Village of Carol Stream*  
Interdepartmental Memo

TO: Bob Mellor, Village Manager  
FROM: Philip J. Modaff, Director of Public Works   
DATE: March 11, 2020  
RE: Purchase of AMR's for the AMR Replacement Program

The proposed FY21 budget provides \$350,000 for the purchase of AMR's and related supplies for the AMR Replacement Program. Prior purchases were made without a bid process from a sole source provider, but that sales arrangement has since changed. Therefore, Public Works sought bids for the purchase of the equipment and received one responsive<sup>1</sup> bid as follows:

<u>VENDOR</u>	<u>BID AMOUNT</u>
Midwest Meter, Inc.	\$349,193.00

From prior experience we know that delivery time can be around 2 – 3 months. In order to prevent the program from slowing or stopping in the new fiscal year, staff is recommending that this large order be approved now by the Village Board and immediately placed with the supplier. Since funding for this purchase comes from the following fiscal year (FY21), bid specifications clearly stipulate that the Village will not take delivery of the equipment, nor pay any invoice, until the start of the new fiscal year.

Staff recommends that the Village Board approve a Motion awarding a bid for the purchase of AMR's to Midwest Meter, Inc., in the amount of \$349,193.

Attachment

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<sup>1</sup> A second bid was received but was not responsive in several critical areas.

# VILLAGE OF CAROL STREAM

## REQUEST FOR BIDS

for

### Purchase and Delivery of AMRs and Registers (for water meters)

**BIDS ARE TO BE RETURNED TO:**

**VILLAGE OF CAROL STREAM  
ATTN: Public Works Department – AMRs and Registers  
124 Gerzevske Lane  
Carol Stream, IL 60188**

**BIDS MUST BE RECEIVED IN THE PUBLIC WORKS  
DEPARTMENT NO LATER THAN  
8:00 a.m. on THURSDAY, MARCH 12, 2020**

All interested vendors are invited to submit questions to Director of Public Works Phil Modaff via e-mail ([pmodaff@carolstream.org](mailto:pmodaff@carolstream.org)) or phone 630-871-6260. Any failure by the contractor to do so will not relieve him from responsibility for successfully providing the product. The Village assumes no responsibility for any misunderstanding or representations concerning conditions made by its officers or employees prior to the execution of this contract, unless such understanding or representations made are specifically incorporated into the contract. No additional allowance will be granted because of lack of knowledge or such conditions.

**ADVERTISEMENT FOR BIDS  
VILLAGE OF CAROL STREAM  
PURCHASE AND DELIVERY OF AMRs and REGISTERS (for water meters)**

**Time and Place of Opening Bids:** Sealed bids for Purchase and Delivery of AMRs and Registers for the Village of Carol Stream will be received by the Public Works Director, Phil Modaff at the Public Works Facility at 124 Gerzevske Lane, Carol Stream, Illinois 60188 until March 12, 2020, at 8:00 am, and at that time will be publicly opened and read aloud.

**Description of Work:** This Contract shall include the purchase and delivery of 2,473 AMRs and Registers for delivery after April 30, 2020. Products to be installed by others.

**Information for Bidders:** Bid packets are available at no expense at the Public Works Facility, 124 Gerzevske Lane, Carol Stream, IL, 60188. The Village of Carol Stream is exempt from the Illinois State, municipal or county Retailers Occupation Tax, Service Occupation Tax, Use Tax, and Service Use Tax as described in Illinois Compiled Statute Chapter 35. Bid prices shall not include the cost of such taxes.

**Rejection of Bids:** The Board of Trustees reserves the right to reject any or all Bids and to waive technicalities. Unless the Bids are rejected for good cause, award of contract shall be made to the lowest responsible and responsive Bidder.

**END OF ADVERTISEMENT FOR BIDS**

Village of Carol Stream  
Purchase and Delivery of AMRs and Registers (for water meters)  
Specifications

**A. Intent:**

It is the intent of these specifications to describe the requirements for purchase and delivery of AMRs and Registers for the Village of Carol Stream. Delivery may not be made until after April 30, 2020. Units to be installed by others.

**B. Scope of Project:**

1. This Contract shall include the purchase and delivery of 2,473 AMRs and Registers as detailed on the Bid Form
2. Products shall be delivered to the Carol Stream Public Works Center located at 124 Gerzevske Lane, Carol Stream, IL 60188, after April 30, 2020. The vendor shall provide all labor, materials and equipment to transport, deliver and offload the specified products.
3. All units must be delivered pre-wired to the specified water meter register (wire must be no less than four (4) feet and no more than six (6) feet).
4. No open box fees will be accepted or paid.
5. Only the following products will be allowed:
  - M25 100W plus transmitter w/Badger HRE-8Dial encoder (part #ERW-1300-313)
  - M35 100W plus transmitter w/Badger HRE-8Dial encoder (part #ERW-1300-313)
  - M70 100W plus transmitter w/Badger HRE-8Dial encoder (part #ERW-1300-313)
  - M170 100W plus transmitter w/Badger HRE-8Dial encoder (part #ERW-1300-313)
6. Vendor must agree to accept replaced units (2,473) over the course of twelve months following delivery of new units for appropriate disposal or recycling.

**C. Award of Contract:**

Contract will be awarded to one vendor based on the lowest price, guaranteed delivery date and satisfactory references.

**D. Specifications:**

All AMRs and Registers shall be provided in accordance with the specifications as indicated in this document. Vendor shall secure final approval of order by the Director of Public Works or his designee prior to delivery.

**E. Inspection of Materials:**

All materials must be delivered to the satisfaction of the Director of Public Works or his designee; any questions as to proper procedures or quality of workmanship will be resolved by the same.

- F. Basis of Payment:**  
This work shall be paid for at the contract unit prices, at which price shall be payment in full for the work specified herein.
- G. Questions:**  
All questions shall be directed to: Phil Modaff, Director of Public Works via e-mail: [pmodaff@carolstream.org](mailto:pmodaff@carolstream.org) or phone: 630-871-6260.
- H. Additional Information:**  
Each vendor shall be asked to provide at least two (2) references that can attest to the vendor's previous satisfactory performance of a municipal or other governmental service of a similar nature.



## BID FORM

The Vendor in submitting this bid hereby agrees to comply with all specifications and contract documents attached hereto and at the price bid below:

Item Description	Quantity	Unit Cost	Total
M25 100W plus transmitter w/Badger HRE-8Dial encoder (part #ERW-1300-313)	959	<u>\$141</u>	<u>\$135,219</u>
M35 100W plus transmitter w/Badger HRE-8Dial encoder (part #ERW-1300-313)	1,242	<u>\$141</u>	<u>\$175,122</u>
M70 100W plus transmitter w/Badger HRE-8Dial encoder (part #ERW-1300-313)	268	<u>\$141</u>	<u>\$37,788</u>
M170 100W plus transmitter w/Badger HRE-8Dial encoder (part #ERW-1300-313)	4	<u>\$141</u>	<u>\$564</u>
Delivery charge			<u>\$500</u>

GRAND TOTAL: \$349,193

Guaranteed Delivery - # of days following notice of award: 90

Name of Vendor: Midwest Meter, Inc.

Address: 200 East Franklin Street  
Edenburg, IL 62531

Telephone No: 630-397-8559 Date: 3-2-20

Contact Person: TIMOTHY O'CONNOR Date: 3-2-20

Authorized Signature: Timothy O'Connor Title: 3-2-20

**REFERENCES**  
**MUST BE COMPLETED AND RETURNED WITH BID FORM**

The bidder shall list two (2) references, including at least one (1) water utility for which the bidder has supplied services in the last twelve (12) months that are similar to the specifications contained herein. References may only be provided for work performed by the firm submitting the bid.

**THIS FORM MUST BE FILLED OUT IN ITS ENTIRETY. NO OTHER REFERENCE FORM WILL BE ACCEPTED. BIDDER MAY NOT PROVIDE A SEPARATE REFERENCE SHEET.**

Utility Name City of Wheaton, IL  
Utility Address 210 Reber Street  
Contact Name and Phone Al McMillen / 630-260-2092  
Service Provided Meter / Register / AMR Supply  
Beginning and Ending dates of work (month and year): 8-14-12 / 12-19

Utility Name City of Batavia  
Utility Address 200 North Railroad Road  
Contact Name and Phone Jeremy Barker / 630-454-2450  
Service Provided Meter / Register / AMR  
Beginning and Ending dates of work (month and year): 12-10 / 12-19

**VILLAGE OF CAROL STREAM  
GOVERNMENTAL CONTRACT COMPLIANCE CERTIFICATIONS**

I, David M. Luttrell (name), certify that I am employed as the Sec./Treas. (title) of Midwest Meter, Inc. (company), a party to the Agreement to which this certificate is attached, and I hereby certify that I am authorized to make this certificate and that I have personal knowledge of the matters certified to herein, and that following certifications are true and correct:

1. Certification under 720 ILCS 5/33E-11

The Company is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code of 1961 or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.

2. Payments to Illinois Department of Revenue

The Company is not delinquent in payment of any taxes to Illinois Department of Revenue – 65 ILCS 5/11-42.1

3. Non-Discrimination: EEOC

The Company is an "equal opportunity employer" as defined by Section 2002(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375 (42 U.S.C., Section 2002(e)); Executive Order No. 11246, 30 F.R. 12319 (1965); Executive Order No. 11375, 32 F.R. 14303 (1967) which are incorporated herein by reference. The Equal Opportunity Clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois is a material part of any contract awarded on the basis of this proposal. The Company shall not discriminate on the basis of race, color, sex, national origin, religion, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service.

4. Human Rights Act

The Company shall perform the Contract in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the Company shall not engage in any prohibited form of discrimination in employment as defined in the Act. The Company shall maintain policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service.

5. Sexual Harassment Policy

Pursuant to Section 2-105 (A)(4) of the Illinois Human Rights Act, the Company and each subcontractor has adopted and maintains written sexual harassment policies that shall include, at a minimum, the following information:

- (1) the illegality of sexual harassment;
- (2) the definition of sexual harassment under State law;
- (3) a description of sexual harassment, utilizing examples;
- (4) the Company's/subcontractor's internal complaint process, including penalties;
- (5) the legal recourse, investigative and complaint process available through the Department and Commission;
- (6) directions on how to contact the Department and the Commission; and
- (7) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act.

A copy of these policies shall be provided to the Village on request.

6. Compliance with Freedom of Information Act (FOIA)

The Company acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. The undersigned agrees to indemnify and hold harmless the Village from all claims, costs, penalty, losses and injuries (including but not limited to, attorneys' fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Contract.

Midwest Meter, Inc.  
Firm Name

By: David M. Luttrell, Sec./Treas.  
Name/Title

David M. Luttrell  
Signature

SUBSCRIBED AND SWORN to before  
me this 4th day March, 2020

Susan J. Davis  
Notary Public



**Contract (Page One of Two)**  
**Purchase and Delivery of AMR's and Registers (for water meters)**

1. This agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, between the Village of Carol Stream, acting by and through its Mayor and Board of Trustees and \_\_\_\_\_.
2. That for and in consideration of the payments and agreements mentioned in the Specifications and Contract Document, attached hereto, \_\_\_\_\_, agrees with the Village of Carol Stream at his/her own proper cost and expense to furnish the equipment, material, labor, supplies and/or services as provided therein in full compliance with all of the terms of such specifications and contract documents attached hereto.
3. It is understood and agreed that the specifications and contract documents hereto attached, prepared by the Village of Carol Stream, are all essential documents of this contract and are a part hereof.
4. In witness whereof, the said parties have executed these presents on the date above mentioned.

**(Village Seal)**

**VILLAGE OF CAROL STREAM**

Attest:

By: \_\_\_\_\_  
Village Clerk

By: \_\_\_\_\_  
Mayor

**IF A CORPORATION**

**(Corporate Seal)**

**CORPORATE NAME**

Attest:

\_\_\_\_\_

By: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
President

**SUBSCRIBED AND SWORN BEFORE ME**

This \_\_\_\_\_ day of \_\_\_\_\_, 2020.

MY COMMISSION EXPIRES: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

**CONTRACT - Page Two of Two**

**IF A PARTNERSHIP**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Seal)

PARTNERS DOING BUSINESS UNDER THE NAME OF

\_\_\_\_\_

**SUBSCRIBED AND SWORN BEFORE ME**

This \_\_\_\_\_ day of \_\_\_\_\_, 2020.

MY COMMISSION EXPIRES: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

**IF AN INDIVIDUAL**

\_\_\_\_\_ (Seal)

**SUBSCRIBED AND SWORN BEFORE ME**

This \_\_\_\_\_ day of \_\_\_\_\_, 2020.

MY COMMISSION EXPIRES: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

*Village of Carol Stream*  
Interdepartmental Memo

**TO:** Mr. Robert Mellor  
Village Manager

**FROM:** Stephen F. Schmidt *W*  
Interim Director of Police

**DATE:** March 5, 2020

**SUBJECT:** Purchase of High Risk Ballistic Vests

For many years law enforcement officers have worn ballistic vests to protect them from being shot in the line of duty. These vests have been designed to stop rounds fired from most handguns, but not from assault rifles, which have been used in numerous shooting incidents in the United States in recent years.

Point Blank Enterprises, Inc. has introduced a new high velocity ballistic vest which has been tested and approved by the National Institute of Justice, which tests and sets standards for ballistic vests. This vest, Model SPLT555, consists of two heavy duty steel plates for front and back coverage and are fitted in a carrier, which will protect vital organs. This ballistic vest is designed for responding officers who are the first on the scene of reported active shooters. As the vests are quite heavy, they are designed to be worn only when responding to active shooter incidents. The high velocity ballistic vest is designed for one size fits all and an officer can wear it over their issued ballistic vest.

It is our intention to place a vest in each police vehicle so they are always available. Some identified vehicles will have two vests. In total we are seeking authorization to purchase 42 of these vests, at a cost of \$295.00 per vest plus shipping. The total expenditure would be \$12,390 plus \$250 shipping costs. Funds are available in the existing Federal DOJ Seizure Account for small equipment, 03395000-53350.

The purchase will be made through JG Uniforms, Chicago, Illinois, which is the local distributor for Point Blank Enterprises. The vests should be delivered by the end of April, 2020.

Thank you for your consideration.

# JG Uniforms

5949 West Irving Park Road  
Chicago, IL 60634  
773-545-4644

# WORK ORDER

Invoice #: 19726  
Account #: 6306682167  
Terms #: Net 30 Days  
Page: 1 of 1  
Date: 3/5/2020 10:34:12 AM  
Order Date: 3/5/2020  
Sales Rep #: Arleen Gala

Bill To: Carol Stream Police Department  
Attn: Accounts Payable  
500 N. GARY AVE  
Carol Stream, IL 60188  
6306682167

Ship To: Carol Stream Police Department  
Attn: Accounts Payable  
500 N. GARY AVE  
Carol Stream, IL 60188  
6306682167

Purchase Order: RIFLE PLATES & CARRIERS  
Comment: ORDER PLACED W/ TOM VAZZANO

Item #	Description	ORD	RTD	BO	DEL	Price	Extended
PCP000K10J	PLATE PACKAGE W/CARRIER INCLUDES: 1-PCP FLAT PLATE CARRIER IN BLACK W/ WHITE POLICE ID PANELS 2- 555 STEEL PLATES 10" X 12"	42	0	42	0	\$295.00	\$0.00
SHIPPING	SHIPPING CHARGE	1	0	1	0	\$250.00	\$0.00

Thank you for shopping  
JG Uniforms  
Please come again!

-----  
ORD = Quantity Ordered  
RTD = Received to Date  
BO = Back Ordered  
DEL = Delivered

WO Sub-Total \$12,640.00  
WO Sales Tax \$0.00  
WO Total \$12,640.00  
-----  
Delivered Sub Total \$0.00  
Delivered Tax \$0.00  
Amount Due \$0.00



19726



*Village of Carol Stream*  
**Interdepartmental Memo**

**TO:** Robert Mellor, Village Manager  
**FROM:** Donald T. Bastian, Community Development Director *DB*  
**DATE:** March 12, 2020  
**RE:** **Agenda Item for the Village Board Meeting of March 16, 2020  
Continued Public Hearing for an Annexation Agreement for the V  
Holdings, Inc. Property at 2201 N. Main Street, Wheaton, and  
Approval of an Annexation Agreement and Subdivision and  
Development Agreement**

**PURPOSE**

This memorandum provides direction to the Village Board regarding the above-referenced public hearing continued from the March 2, 2020, Village Board meeting, and a recommendation regarding the Annexation Agreement and Subdivision and Development Agreement for the V Holdings, Inc. project.

**BACKGROUND**

Staff has been working on a project that would redevelop three parcels totaling 1.67-acres into a two-lot development at the northeast corner of Schmale Road and Geneva Road with a fueling station and convenience store on the corner parcel and new commercial use in a building on the north parcel. In September 2019, the Village of Carol Stream and City of Wheaton entered into an Intergovernmental Agreement (IGA) that allows for disconnection of the corner parcel from Wheaton, thereby allowing for its annexation to Carol Stream, in exchange for revenue sharing from the new fueling station and convenience store.

The Plan Commission/Zoning Board of Appeals (PC/ZBA) recommended approval of the various zoning and development applications at its meeting on December 9, 2019. Since that time, staff and the developer have been negotiating an Annexation Agreement and a Subdivision and Development Agreement for the project. As the agreements were not ready for Village Board action at the public hearing noticed for the March 2, 2020, Village Board meeting, the Board opened and immediately continued the public hearing to the March 16, 2020, meeting.

**DISCUSSION**

The approval sequencing and steps for this project are somewhat different from the usual process for projects involving annexation, due to the fact that the corner parcel remains in the City of Wheaton at this time. In seeking Village Board approval of the Annexation Agreement (and Subdivision and Development Agreement, which is an exhibit thereto), the Developer will have the assurance needed that the Village

of Carol Stream will approve its project, which will then enable the Developer to close on the purchase of the parcels and file a petition with the City of Wheaton to disconnect the corner parcel from Wheaton, in accordance with the IGA.

The Annexation Agreement contains the customary provisions for the payment of fees and annexation to the Carol Stream Fire Protection District. The Subdivision and Development Agreement outlines actions that will occur following the Developer's acquisition of the parcels and disconnection by the City of Wheaton, and further details public and private improvements required with the redevelopment.

It should be noted that attached to the Subdivision and Development Agreement are ordinances approving the rezoning (to B-3 Service District) of the development parcels, as well as the special uses for planned unit development and an automobile service station. The Village Board will not be acting to approve these ordinances at this time; however their inclusion in the Subdivision and Development Agreement provides the Developer with the certainty needed to proceed. Ordinances approving the annexation of the corner parcel, rezoning the properties, and granting special use approval, will be brought back for Board action after the Developer has closed on the purchase of the properties and the corner parcel has been disconnected from the City of Wheaton.

The Developer will be in attendance at Monday's meeting should the Village Board have any questions.

### **RECOMMENDATION**

Staff recommends that the Village Board accept any comments at the continued public hearing and then close the public hearing. Should the Village Board wish to approve the Annexation Agreement, staff recommends that the Board adopt the Ordinance Approving an Annexation Agreement with V Holdings, Inc. (formerly Vequity Holdings Inc.) and Gagliani Real Estate (current owner of the corner parcel), which will also approve the Subdivision and Development Agreement which is Exhibit D to the annexation agreement.

**ORDINANCE NO. 2020-03-\_\_\_**

**AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT WITH  
V HOLDINGS, INC. (FORMERLY KNOWN AS VEQUITY HOLDINGS INC.) AND  
GAGLIANI REAL ESTATE INC.  
2201 N. MAIN STREET**

**WHEREAS**, Gagliani Real Estate Inc. is the owner (hereafter referred to as “Owner”) of approximately 0.48 acres of real property located in the City of Wheaton, DuPage County, Illinois, and V Holdings, Inc. (formerly known as Vequity Holdings Inc.) is the developer and contract purchaser of that property (hereafter referred to as “Developer”) legally described as follows:

LOT ONE IN GENEVA-MAIN SUBDIVISION OF THE SOUTH 230 FEET OF THE WEST 165 FEET OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 21, 1959 AS DOCUMENT 909953, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 2201 N. Main Street, P.I.N. 05-04-305-006 (hereinafter referred to as the “Property”); and

**WHEREAS**, the Property is contiguous to the Village of Carol Stream (hereafter referred to as “Village”) and presently within the corporate limits of the City of Wheaton (hereafter referred to as “City”), but will be disconnected by the City pursuant to an Intergovernmental Agreement (“IGA”) dated September 3, 2019, and approved under Resolution 3105 between the Village and City upon the Developer acquiring the property, submitting to the City a petition for disconnection, requesting the Mayor and City Council, pursuant to Section 7-1-24 of the Illinois Municipal Code, 65 ILCS 7-1-24, to disconnect the property from the City; and

**WHEREAS**, the Developer intends to consolidate the Property with other parcels of property in the Village located to the north and east of the Property, create two lots and develop the property in accordance with the Subdivision and Development Agreement attached to the Annexation Agreement as Exhibit D; and

**WHEREAS**, pursuant to the provisions of Section 11-15.1-1 et seq. of the Illinois Municipal Code, a proposed Annexation Agreement, in substance and in form the same as this agreement, except as modified as authorized by Section 11-15.1-3 of said Municipal Code, was submitted to the Village for public hearing and a public hearing was held thereon by the Corporate Authorities pursuant to notice duly published in a newspaper of general circulation, as provided by law; and

**WHEREAS**, the corporate authorities of the Village have considered the annexation of the Property; and

**WHEREAS**, the Parties wish to enter into a binding agreement with respect to said annexation, as well as zoning of the Property and other related matters, pursuant to the provisions

of Section 11-15.1-1 et seq. of the Illinois Municipal Code, upon the terms and conditions contained in the Annexation Agreement attached hereto; and

**WHEREAS**, Exhibit D to the Annexation Agreement is a Subdivision and Development Agreement between the Village and V Holdings Inc. (formerly known as Vequity Holdings, Inc.); and

**WHEREAS**, all public hearings as required by law have been held by the different departments, commissions, boards, and other governmental bodies of the Village, and each has submitted various reports and recommendations; or both required of them; and

**WHEREAS**, the Mayor and Board of Trustees of the Village find that the annexation of the property to the Village will be beneficial to the Village in accordance with the terms of this Annexation Agreement.

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

**Section 1:**

The foregoing recitals are incorporated by reference in this Ordinance as if restated in their entirety.

**Section 2:**

Attached to the Annexation Agreement as Exhibit D is the Subdivision and Development Agreement between the Village and V Holdings Inc. (formerly known as Vequity Holdings, Inc.).

**Section 3:**

The Annexation Agreement and Subdivision and Development Agreement as attached hereto, are hereby approved.

**Section 4:**

The Mayor and Village Clerk are authorized and directed to execute the attached Annexation Agreement and Subdivision and Development Agreement on behalf of the Village of Carol Stream, Illinois.

PASSED AND APPROVED THIS 16<sup>th</sup> day of March, 2020

AYES:

NAYS:

ABSENT:

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Matt McCarthy, Mayor Pro-Tem

(SEAL)

ATTEST:

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Laura Czarnecki, Village Clerk



27           **WHEREAS**, the Developer desires to annex the Annexation Parcel to the Village  
28 pursuant to Section 7-1-24 of the Illinois Municipal Code, 65 ILCS 5/7-1-24, and shall,  
29 upon acquiring title to the Annexation Parcel, submit to the Village a petition for  
30 annexation, requesting the Mayor and Board of Trustees (hereinafter collectively referred  
31 to as the **“Corporate Authorities”**) to annex the Annexation Parcel to the Village; and

32           **WHEREAS**, the Developer intends to consolidate the Annexation Parcel with  
33 another parcel of property located to the north and east of the Annexation Parcel (the  
34 **“Developer Parcel”**) legally described in Exhibit B, to create two lots and a proposed  
35 Subdivision and Development Agreement was submitted to the Village for consideration  
36 by the Corporate Authorities on March 16, 2020, pursuant to the Village’s home rule  
37 powers; and

38           **WHEREAS**, the Subdivision and Development Agreement sets forth, among other  
39 things: (a) certain obligations of the Village to enact ordinances authorizing the i)  
40 Annexation of the Annexation Parcel; ii) a zoning map amendment to zone the  
41 Annexation Parcel to the B-3, Service District upon annexation; iii) A Special Use Permit  
42 for a Planned Unit Development, iv) A Special Use Permit for an automobile service  
43 station, and approval of a Final Planned Unit Development Plan; v) Sign Code variation  
44 to allow an off-premises monument sign for tenants and business within the Planned  
45 Unit Development; and, (b) the obligation of the Village to approve a Resolution  
46 authorizing a Final Plat of Subdivision for the Annexation Parcel and the **Developer**  
47 **Parcel**), (all enactments referred to in this paragraph shall be collectively referred to as  
48 the **“Development Approvals”**) and (c) certain obligations of the Developer including,  
49 but not limited to the development of the Developer Parcel and the Annexation Parcel  
50 with an automobile service station with a convenience store, fuel pumps and accessory

51 uses and improvements as fully provided within the Development Approvals and the  
52 Subdivision and Development Agreement; and

53 **WHEREAS**, the Developer has submitted to the Village a petition for zoning upon  
54 annexation, requesting the Annexation Parcel be zoned to B-3 upon its annexation to  
55 the Village pursuant to Section 16-9-4 of the Village’s Zoning Code; and

56 **WHEREAS**, the Village has caused the issuance of proper notice with respect to  
57 all hearings necessary in order to effectuate the annexation and rezoning of the  
58 Annexation Parcel as set forth herein; and

59 **WHEREAS**, a public hearing was held by the Plan Commission / Zoning Board  
60 of Appeals on, among other things, said rezoning as required by the Zoning Ordinance  
61 of the Village, and the Plan Commission / Zoning Board of Appeals has submitted to  
62 the Corporate Authorities of the Village their findings of fact and recommendation with  
63 respect to said rezoning of the Annexation Parcel; and

64 **WHEREAS**, pursuant to the provisions of Section 11-15.1-1 et seq. of the Illinois  
65 Municipal Code, 65 ILCS 5/11-15.1-1 et seq. and the Village’s home rule powers, a  
66 proposed Annexation Agreement, in substance and in form the same as this Agreement,  
67 was submitted to the Village for public hearing and a public hearing was held thereon  
68 by the Corporate Authorities on March 2, 2020 and March 16, 2020 pursuant to notice  
69 duly published in a newspaper of general circulation, and as provided by law; and

70 **WHEREAS**, there are currently no electors (“**Electors**”) residing upon the  
71 Annexation Parcel; and

72 **WHEREAS**, the parties hereto desire that the Annexation Parcel be annexed to  
73 the Village on the terms and under the conditions hereafter set forth and that the  
74 Annexation Parcel be zoned and under the terms and conditions of this Agreement; and

75 **WHEREAS**, the Annexation Parcel is neither within a library district nor a soil



76 conservation district, no roads adjacent to or on the Annexation Parcel are under the  
77 jurisdiction of a township and the Village does not provide any fire protection services  
78 and therefore no notice is required to be given to any such agencies or entities pursuant  
79 to the provisions of Section 7-1-1 of the Illinois Municipal Code; and

80 **WHEREAS**, the Village Board has determined that the annexation of the  
81 Annexation Parcel and the implementation of this Agreement are in the best interests of  
82 the Village, and will further the orderly growth of the Village and promote the general  
83 welfare of the Village; and

84 **WHEREAS**, the Village is a Home Rule Unit pursuant to the provisions of the  
85 Illinois Constitution, Article VII, Section 6, and the terms, conditions and acts of the  
86 Village under this Agreement are entered into and performed pursuant to the Home Rule  
87 powers of the Village and the statutes in such cases made and provided.

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

90 1. The provisions of the recitals hereinabove set forth are hereby restated and  
91 incorporated herein by reference.

92 2. The Developer shall, within seven (7) days of the closing acquiring the  
93 Annexation Parcel: i) file a petition with the City of Wheaton to disconnect the  
94 Annexation Parcel from the Village of Wheaton pursuant to the IGA and in accordance  
95 with the provisions of the Illinois Compiled Statutes, 65 ILCS 5/7-1-24; ii) file with the  
96 Carol Stream Village Clerk a duly executed petition to annex the Annexation Parcel  
97 which constitutes territory contiguous to the Village pursuant to and in accordance with  
98 the provisions of Illinois Compiled Statutes, 65 ILCS 5/7-1-1, and subject to the  
99 provisions of Paragraph 5 below, the Village will annex the Annexation Parcel. The  
100 Developer shall also provide the Village with a Plat of Annexation for the Annexation

101 Parcel. The Village may record any petition to annex submitted and this Agreement in  
102 the Office of the Recorder of Deeds of DuPage County. The disconnection and  
103 annexation petition Developer shall file is attached as Exhibit C.

104 3. Within thirty (30) days of the closing on the Annexation Parcel, the  
105 recordation of the deed transferring title to the Developer, an ordinance disconnecting  
106 the Annexation Parcel adopted by the City of Wheaton and the receipt of the Petition to  
107 Annex, the Village, through the action of its Corporate Authorities, shall annex the  
108 Annexation Parcel to the Village upon the terms and conditions of this Agreement, and  
109 do all things necessary or appropriate to cause the Annexation Parcel to be validly  
110 annexed to the Village, including, the enactment of an ordinance annexing the  
111 Annexation Parcel to the Village. Within thirty (30) days of the enactment of such  
112 ordinances, the Village shall notify, as required by law, all entities or persons of such  
113 annexation and promptly record all ordinances, plats and affidavits necessary to said  
114 annexation, in accordance with any and all statutory and ordinance requirements.

115 4. Upon annexation and in accordance with the terms and conditions of this  
116 Agreement, the Annexation Parcel shall be zoned as B-3 Zoning District pursuant to  
117 Section 16-9-4 of the Village's Zoning Code.

118 5. The Developer intends to develop the Annexation Parcel together with the  
119 Developer Parcel and has entered into a Subdivision and Development Agreement with  
120 respect to the development of the Annexation Parcel and the Developer Parcel and the  
121 obligation of the Village to enact all the ordinances and resolutions contained in the  
122 Subdivision and Development Agreement upon satisfaction of the Conditions Precedent,  
123 as defined in the Subdivision and Development Agreement. The Subdivision and  
124 Development Agreement is attached hereto as Exhibit D. The Annexation Parcel shall  
125 be developed in accordance with the Subdivision and Development Agreement and the

126 Development Approvals. The Village shall have the authority to revise the address of  
127 the Annexation Parcel to coincide with the Village's grid system.

128 6. The Developer, at its expense, may seek amendments to the Special Use  
129 Permit, which amendments shall be subject to the Corporate Authorities' approval in  
130 accordance with the ordinances of the Village. There shall be no need to amend this  
131 Agreement to grant such amendments.

132 7. The annexation fee payable to the Village is \$288.00, payable by the  
133 Developer at time of execution of this Agreement.

134 8. Neither the Developer nor Owner shall be otherwise required by the Village  
135 to donate any land or money to the Village or any other governmental body, except as  
136 provided in this Agreement.

137 9. The Developer after receiving title to the Property and upon the  
138 annexation of the Property to the Village, shall promptly petition for annexation to the  
139 Carol Stream Fire Protection District. The form of Petition to annex into the Carol  
140 Stream Fire Protection District is attached as Exhibit E.

141 10. To the extent permitted by law, the time for performance of any obligation  
142 herein contained may be extended by the mutual agreement of the parties without the  
143 necessity of amending this Agreement. Any revisions to any of the Development  
144 Approvals for the Annexation Parcel shall not require an Amendment to this Agreement.  
145 The Village, the Developer and the Owner shall be excused from any obligations under  
146 this Agreement to the extent to which either is prohibited from fulfilling such obligation,  
147 or required to take an action inconsistent with a provision of this Agreement because of  
148 a lawful order or other action by a superior governmental authority. The Village, the  
149 Developer and the Owner shall give notice to the other if either receives notice or has  
150 knowledge of the taking or proposed taking of such action by a superior governmental

151 authority. Upon the request of the other party, either party may agree to contest such  
152 order or other action by judicial or other proceedings, provided the other party equitably  
153 participated in the reasonable expenses of such interest.

154 11. The Parties or their successors or assigns, may, in equity, by suit, action,  
155 mandamus, injunction, or other proceedings in court, enforce and compel the  
156 performance of this Agreement, including suits for specific performance, but they may  
157 not seek monetary damages.

158 12. This Agreement shall be binding upon the Owner, the Developer, as well  
159 as their successors, assigns and heirs, and upon any successor Corporate Authorities  
160 of the Village and successor municipalities for a period of twenty (20) years from the  
161 date of execution hereof. It is agreed that, to the extent permitted by law, in the event  
162 the annexation of the Annexation Parcel or this Agreement or zoning of any part of the  
163 Annexation Parcel is challenged in any court proceeding which shall reasonably delay  
164 the development of the Annexation Parcel, the period of time during which such  
165 litigation is pending shall not be included in calculating the said twenty (20) year term.

166 13. If any portion of this Agreement or ordinance enacted pursuant hereto  
167 shall be declared invalid, the same shall not affect the validity of this Agreement as a  
168 whole, other than the part so declared invalid. The parties shall then negotiate in good  
169 faith to seek to reestablish the powers and duties found to be invalid. The Developer,  
170 the Owner or the Village shall be obligated to execute any document or take any  
171 additional action which may be required to correct any defect which has resulted or  
172 could result in the invalidation of this Agreement in whole or in part.

173 14. The Developer and Owner represent and warrant to the Village as follows:

174 A. That the Developer identified on page 1 is a contract purchaser of the  
175 Annexation Parcel and Developer Parcel. The Owner is the legal  
176 titleholder to the Annexation Parcel.

177 B. That at the time of annexation, other than the Developer no other entity  
178 or person shall have any ownership interest in the Annexation Parcel  
179 or its development as herein proposed.

180 C. That the Developer has provided the legal descriptions for the  
181 Annexation Parcel set forth in this Agreement and the attached  
182 Exhibits and that said legal descriptions are accurate and correct.

183 D. That the Developer shall develop the Annexation Parcel in accordance  
184 with the Subdivision and Development Agreement and the  
185 Development Approvals.

186 15. All notices, requests and demands shall be in writing and shall be  
187 personally delivered to or mailed by United States Certified mail, postage prepaid and  
188 return receipt requested, as follows:

189 For the Village:  
190 Village of Carol Stream  
191 500 N. Gary Avenue  
192 Carol Stream, Illinois 60188  
193 Attention: Village Manager  
194

195 With a copy to:  
196 Klein, Thorpe & Jenkins, Ltd.  
197 20 N. Wacker Drive, Suite 1660  
198 Chicago, Illinois 60606  
199 Attention: James A. Rhodes  
200

201 For the Developer:  
202 C/O Vequity Holdings, Inc.  
203 400 N. State Street, Suite 400  
204 Chicago, IL 60654  
205 312-985-0978  
206 Attention: Chris Ilekis  
207 c.ilekis@vequity.com  
208

209 After assignment by Vequity holdings, Inc. to:  
210 C/O 425 E. Geneva LLC  
211 400 N. State Street, Suite 400  
212 Chicago, IL 60654  
213 312-985-0978  
214 Attention: Chris Ilekis  
215 c.ilekis@vequity.com  
216

217 For the Owner:  
218 Gagliani Real Estate, Inc.  
219 2201 N. Main Street  
220 Wheaton, Illinois 60187  
221

222 After sale by Gagliani Real Estate, Inc. to:  
223 C/O 425 E. Geneva LLC  
224 400 N. State Street, Suite 400  
225 Chicago, IL 60654  
226 312-985-0978  
227 Attention: Chris Ilekis  
228 c.ilekis@vequity.com  
229

230 Any Party hereto shall have the right at any time, and from time to time, to  
231 notify each of the other Parties hereto, of a change of address and/or designee for the  
232 purpose of receiving any notices hereunder.

233 16. This Agreement shall constitute a covenant running with the land and  
234 shall be binding upon and inure to the benefit of the Village, Developer and Owner  
235 hereto, their successors in interest, assignees, grantees, including but not limited to  
236 successor owner(s) of record and successor developers, and upon any successor  
237 municipal authorities of the Village and successor municipalities.

238 17. Vequity shall assign its rights and obligations in the Purchase and Sale  
239 Agreements for the Developer Parcel and the Annexation Parcel, to 425 E. Geneva, LLC  
240 (“425”). Upon the assignment of Vequity’s contractual interest in the such Agreements,  
241 425 shall be bound by and entitled to the benefits of this Agreement and the Subdivision  
242 and Development Agreement and subject to all the obligations of the Developer  
243 contained therein and Vequity shall cease to have any benefits and obligations as

244 contained in this Agreement. Upon the Conveyance of Gagliani's ownership interest in  
245 the Annexation Parcel to 425, 425 shall be bound and entitled to the benefits and  
246 subject to all the obligations of the Owner contained within this Agreement and Gagliani  
247 shall cease to have any rights or obligations as contained in this Agreement.

248 18. Upon the conveyance, assignment or grant of any of any interest in any  
249 portion of the Annexation Parcel, the successors in interest, assignees, and/or grantees  
250 ("**Transferees**") shall assume, be bound by and entitled to the benefits of this Agreement  
251 and subject to all of the obligations contained herein with respect to the part of the  
252 Annexation Parcel sold or conveyed. The acceptance and recording of any deed or other  
253 instrument conveying any interest in the Annexation Parcel to Transferees shall  
254 constitute a written acceptance by the Transferees to assume all obligations within this  
255 Agreement and the Subdivision and Development Agreement attached hereto. The  
256 Transferor of such interest shall not be released from its obligations hereunder and as  
257 set forth within the Subdivision and Development Agreement with respect to that part  
258 of the Annexation Parcel so purchased or transferred, unless: (i) provision has been  
259 made providing that all Public and Private Improvements, as defined within the  
260 Subdivision and Development Agreement, will be properly completed; (ii) the Transferees  
261 agree, in writing, to assume all responsibility and liability for any and all Public  
262 Improvements and Private Improvements to be installed by the Developer; (iii) a  
263 guarantee of performance, completion and payment is present to ensure the Village that  
264 all of the Public Improvements will be properly completed, and maintained for the period  
265 of time as provided within the Village's Subdivision Code; and (iv) the specific facts and  
266 terms of the assignment are made known to the Village, in writing.

267 19. Any and all representations, warranties, indemnifications, covenants,  
268 undertakings, and agreements contained herein shall survive the annexation of the

269 Annexation Parcel and shall not be merged or extinguished by the annexation of the  
270 Annexation Parcel or any part thereof to the Village.

271 20. Failure of any Party to this Agreement to insist upon the strict and prompt  
272 performance of the terms covenants, agreements, and conditions herein contained, or  
273 any of them, upon any other party imposed, shall not constitute or be construed as a  
274 waiver or relinquishment of any party's right thereafter to enforce any such term,  
275 covenant, agreement or condition, but the same shall continue in full force and effect.

276 21. This Agreement may be executed in multiple counterparts of duplicate  
277 originals or with multiple signature pages each of which shall constitute and be deemed  
278 one and the same document.

279 22. The undersigned Owner warrants that all of the individuals or entities  
280 listed herein shall constitute all owners of the Annexation Parcel that they have full  
281 authority and power to sign the Agreement and any petitions submitted hereunder and  
282 that except as provided in this Agreement, they have not and will not take any action to  
283 change ownership in the Annexation Parcel until after this Agreement is recorded.

284 23. The Mayor and Clerk of the Village hereby warrant that they have been  
285 lawfully authorized by the Village Board of Trustees of the Village to execute this  
286 Agreement. The Developer and the Village shall, upon request, deliver to each other at  
287 the respective time such entities cause their authorized agents to affix their signatures  
288 hereto copies of all bylaws, resolutions, ordinances, partnership agreements, letters of  
289 direction or other documents required to legally evidence the authority to so execute  
290 this Agreement on behalf of the respective parties.

291 24. The Parties acknowledge and agree that the individuals who are members  
292 of the group constituting the corporate authorities of the Village are entering into this



293 Agreement in their corporate capacities as members of such group and shall have no  
294 personal liability in their individual capacities.

295 25. This Agreement sets forth all the promises, inducements, agreements,  
296 conditions and understandings between the parties hereto relative to the subject matter  
297 thereof, and there are no promises, agreements, conditions or understandings, either  
298 oral or written, express or implied, between them, other than are herein set  
299 forth. Except as herein otherwise provided, no subsequent alteration, amendment,  
300 change or addition to this Agreement shall be binding upon the parties hereto unless  
301 authorized in accordance with law and reduced in writing and signed by them.

302 26. A copy of this Agreement and any amendments thereto shall be recorded  
303 by the Village at the expense of the Developer.

304 27. The Village acknowledges that as of the date of this Agreement, Developer  
305 is the contract purchaser under a contract to (a) acquire the Annexation Parcel with the  
306 Owner and (b) the Developer Parcel (collectively the "**Purchase Contracts**"). Developer  
307 expects to close on the Purchase Contracts on or about April 15, 2020. The Developer's  
308 acquisition of the Annexation Parcel and the Developer Parcel shall be evidenced by the  
309 recordation in DuPage County of the deed conveying such parcels to the Developer.  
310 Promptly after such recordation, the Developer shall deliver copies of the recorded deeds  
311 to the Village. Developer's i) acquisition of the Annexation Parcel and the Developer  
312 Parcel, ii) and the City of Wheaton passing an ordinance disconnecting the Annexation  
313 Parcel shall constitute conditions precedent to the obligations of the Village, the Owner  
314 and the Developer hereunder ("Conditions Precedent"). This Agreement shall  
315 automatically terminate and be of no further force or effect and the parties shall have  
316 no further liability to each other in the event that the Conditions Precedent have not  
317 been satisfied within one hundred eighty (180) days of the Effective date of this

318 Agreement, or by such later date as the Parties may agree to in writing, which agreement  
319 shall not require an amendment to this Annexation Agreement. Upon the timely  
320 satisfaction of the Conditions Precedent, as evidenced by the recordation in DuPage  
321 County of the deeds conveying the Annexation Parcel and Developer Parcel to Developer  
322 and the adoption of the Disconnection Ordinance by the City of Wheaton, this  
323 Agreement shall continue to be in full force and effect in accordance with the terms and  
324 provisions contained herein. The taking of title to the Annexation Parcel by Developer  
325 subsequent to the dates of execution and original recordation of this Agreement shall  
326 not constitute a defect in or defense to this Agreement and the rights and obligations of  
327 the parties hereto and the parties hereby expressly waive all claims and defenses, if any,  
328 which could be raised concerning this Agreement, based upon said sequence of events.

329         28. In the event that the City of Wheaton fails or refuses to adopt an ordinance  
330 disconnecting the Annexation Parcel within one hundred eighty (180) days of the  
331 Effective date of this Agreement, upon request of the Developer and at the Developer's  
332 sole cost and expense, the Village agrees to use good faith efforts to seek enforcement  
333 of the Intergovernmental Agreement dated September 3, 2019, between the Village and  
334 the City of Wheaton, including, if necessary, the prosecution of legal action against the  
335 City of Wheaton in the Circuit Court of DuPage County. The Village may require that  
336 the Developer make payments, in advance, to pay all of the costs and expenses of such  
337 enforcement, including but not limited to attorneys' fees. Failure by the Developer to  
338 timely pay for such costs and expenses shall alleviate the Village of any further  
339 responsibility of enforcement. The inability to gain enforcement of the  
340 Intergovernmental Agreement by the Village shall not relieve the Developer from its  
341 obligation to pay the costs and expenses of enforcement. During the time enforcement

342 of the terms of the Intergovernmental Agreement are being prosecuted, the automatic  
343 termination date set forth in Paragraph 26 shall be tolled.

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

347 [SIGNATURE PAGE TO FOLLOW]

348

357 Developer: Village of Carol Stream

358 V Holdings, Inc. formerly known as  
359 Vequity Holdings, Inc

360 By: [Signature] By: \_\_\_\_\_

361 CHRIS ILEKIS \_\_\_\_\_  
362 (print name) (print name)

363 ITS: MANAGER ITS: Mayor

364 425 E. Geneva, LLC

365 By: [Signature]

366 CHRIS ILEKIS \_\_\_\_\_ Attest: \_\_\_\_\_  
367 (print name) Village Clerk

368 ITS: MANAGER

369

370 OWNER: Gagliani Real Estate, Inc.

371 BY: WAYNE GAGLIANI  
372 (print name)

373 ITS: Wayne Gagliani - PRESIDENT

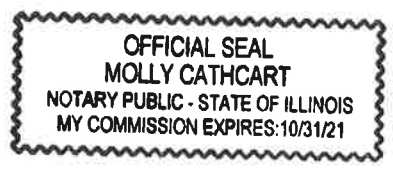
374 STATE OF ILLINOIS )  
375 ) SS.  
376 COUNTY OF DUPAGE)

377  
378 I, the undersigned, a Notary Public in and for the County and State aforesaid, DO  
379 HEREBY CERTIFY that the above-named Chris Ilekis, personally known to me  
380 to be the Manager of V Holdings, Inc and personally known to me  
381 to be the same person whose name is subscribed to the foregoing instrument, appeared before me  
382 this day in person and severally acknowledged that as such Manager, he signed and  
383 delivered the said instrument, pursuant to authority given to him by the  
384 owner, as his free and voluntary act, and as the free and  
385 voluntary act and deed of said municipal corporation, for the uses and purposes therein set  
386 forth.

387  
388 GIVEN under my hand and official seal, this 11<sup>th</sup> day of March, 2020.

389  
390 Commission expires 10-31-21

391  
392 [Signature]  
393 Notary Public  
394



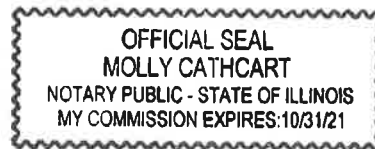
395 STATE OF ILLINOIS )  
396 ) SS.  
397 COUNTY OF DUPAGE)  
398

399 I, the undersigned, a Notary Public in and for the County and State aforesaid, DO  
400 HEREBY CERTIFY that the above-named Chris Iekis, personally known to me  
401 to be the Manager of 425 E Geneva, LLC and personally known to me  
402 to be the same person whose name is subscribed to the foregoing instrument, appeared before me  
403 this day in person and severally acknowledged that as such Manager, he signed and  
404 delivered the said instrument, pursuant to authority given to him by the  
405 Owner, as his free and voluntary act, and as the free and  
406 voluntary act and deed of said municipal corporation, for the uses and purposes therein set  
407 forth.

408  
409 GIVEN under my hand and official seal, this 11<sup>th</sup> day of March, 2020.

410  
411 Commission expires 6-31-21

412  
413   
414 \_\_\_\_\_  
415 Notary Public



418  
419 STATE OF ILLINOIS )  
420 ) SS.  
421 COUNTY OF DUPAGE)  
422

423 I, the undersigned, a Notary Public in and for the County and State aforesaid, DO  
424 HEREBY CERTIFY that the above-named Wayne Gagliano, personally known to me  
425 to be the President of Gagliano Real Estate, Inc. and personally known to me  
426 to be the same person whose name is subscribed to the foregoing instrument, appeared before me  
427 this day in person and severally acknowledged that as such President, he signed and  
428 delivered the said instrument, pursuant to authority given to him by the  
429 Owner as his free and voluntary act, and as the free and  
430 voluntary act and deed of said Partners, for the uses and purposes therein set  
431 forth.

432  
433 GIVEN under my hand and official seal, this 12 day of March, 2020.

434  
435 Commission expires 2/4/2022

436  
437   
438 \_\_\_\_\_  
439 Notary Public



433 COUNTY OF DUPAGE )

434

435 I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO  
436 HEREBY CERTIFY that Frank Saverino, Sr., personally known to me to be the Mayor of the  
437 Village of Carol Stream, and Laura Czarnecki, personally known to me to be the Village Clerk of  
438 said municipal corporation, and personally known to me to be the same persons whose names are  
439 subscribed to the foregoing instrument, appeared before me this day in person and severally  
440 acknowledged that as such Mayor and Village Clerk, they signed and delivered the said instrument  
441 and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to  
442 authority given by the Board of Trustees of said municipal corporation, as their free and voluntary  
443 act, and as the free and voluntary act and deed of said municipal corporation, for the uses and  
444 purposes therein set forth.

445

446 GIVEN under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

447

448 Commission expires \_\_\_\_\_

449

450

451 \_\_\_\_\_

452 Notary Public

**EXHIBIT A**

LEGAL DESCRIPTION OF ANNEXATION PARCEL

LOT ONE IN GENEVA-MAIN SUBDIVISION OF THE SOUTH 230 FEET OF THE WEST 165 FEET OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 21,1959 AS DOCUMENT 909953, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as: 2201 N. Main Street, Wheaton, Il  
PIN: 05-04-305-006

**EXHIBIT B**

LEGAL DESCRIPTION OF DEVELOPER PARCEL

LOT 1 IN ANDERSON'S MAIN STREET SUBDIVISION, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 24, 1969 AS DOCUMENT NO. R69-42683, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as: 521 S. Schmale Road, Carol Stream, IL  
PIN: 05-04-305-008

LOT 2 IN ANDERSON'S MAIN STREET SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 24, 1969 AS DOCUMENT R69-42683, IN DUPAGE COUNTY, ILLINOIS

Commonly known as: 431 E. Geneva Road, Carol Stream, IL  
PIN: 05-04-305-009



**EXHIBIT C**

PETITION TO DISCONNECT AND ANNEX

STATE OF ILLINOIS        )  
                                  ) SS  
COUNTY OF DU PAGE    )

BEFORE THE MAYOR AND CITY COUNCIL  
CITY OF WHEATON  
DU PAGE COUNTY, ILLINOIS

BEFORE THE MAYOR AND BOARD OF TRUSTEES  
VILLAGE OF CAROL STREAM  
DU PAGE COUNTY, ILLINOIS

**PETITION FOR DISCONNECTION AND ANNEXATION**

The undersigned property owner(s) and/or elector(s) (collectively, the "**Petitioner(s)**") hereby respectfully petition: (a) the City of Wheaton ("**Wheaton**") to disconnect the territory described in this Petition (the "**Property**"); and (b) the Village of Carol Stream ("**Carol Stream**") to annex the Property, all pursuant to Section 7-1-24 of the Illinois Municipal Code, 65 ILCS 5/7-1-24 ("**Section 7-1-24**"), and any other authority of Wheaton and Carol Stream. In support hereof, Petitioner(s) state as follows:

1.       425 E. Geneva, LLC., an Illinois limited liability corporation, ("**Petitioner**") is the owner of record of that certain territory commonly known as 2201 N. Main Street, Wheaton, Illinois (P.I.N. 05-04-305-006), and legally described in **Exhibit 1** to this Petition ("**Territory**").
2.       The Territory is located within the corporate limits of Wheaton.
3.       Petitioner is the sole owner of the Territory and have executed this Petition as the Owner of the Territory.
4.       There are no electors residing on the Territory.
5.       The Territory is less than 60 acres.
6.       The Territory is contiguous to Carol Stream.

7. Consistent with Section 7-1-24 and other statutory authority, Petitioner(s) request that Wheaton adopt an ordinance disconnecting the Territory from its corporate limits (the "**Disconnection Ordinance**"), which ordinance will be effective upon the adoption of an annexation ordinance to be enacted by Carol Stream (the "**Annexation Ordinance**") annexing the Territory into Carol Stream.

WHEREFORE, Petitioner(s) respectfully request: (a) the corporate authorities of Wheaton to disconnect the Territory; and (b) the corporate authorities of Carol Stream to annex the Territory, all in accordance with the provisions of this Petition and with applicable law.

The undersigned, being duly sworn on oath, states that the statements set forth in this Petition are true and correct.

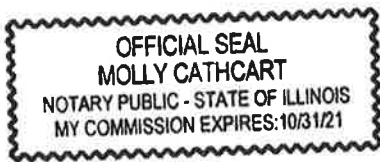
Dated this \_\_\_\_ day of \_\_\_\_\_, 2020.

[PETITIONER(S)]  
425 E. Geneva, LLC

By: [Signature]  
Print: CHRIS [Signature]  
Title: MANAGER

Subscribed and sworn to before me this 11<sup>th</sup>  
day of March, 2020.

[Signature]  
Notary Public



**EXHIBIT D**

**SUBDIVISION AND DEVELOPMENT AGREEMENT**

## SUBDIVISION AND DEVELOPMENT AGREEMENT

**This Agreement** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the Village of Carol Stream, an Illinois municipal corporation (hereinafter referred to as the “**Village**”) and V Holdings, Inc., formerly known as Vequity Holdings, Inc. (“**Vequity**”) and its future assignee, 425 E Geneva LLC (“**425**”) (Vequity will be hereinafter referred to as the “**Developer**” until it assigns its Purchase and Sale Agreement for the Developer Parcel and Annexation Parcel, as defined below, whereupon 425 shall be the **Developer** under the terms of this Agreement). Upon acquisition legal title to the Developer Parcel and Annexation Parcel by the Developer, the term Developer shall include any person acquiring an interest in legal title any portion of the Development Property. The Village and Developer are sometimes individually referred to as a “**Party**” and collectively referred to as the “**Parties**”.

### RECITALS

**WHEREAS**, Vequity is the contract purchaser of a parcel of real estate legally described in Exhibit A, and located within the corporate limits of the Village of Carol Stream, in DuPage County, Illinois, (hereinafter referred to as the “**Developer Parcel**”); and

**WHEREAS**, the Developer Parcel is currently located within the B-2 Zoning District; and

**WHEREAS**, Vequity also is the current contract purchaser of approximately 0.48 acres of land legally described in Exhibit B, and located at 2201 Main Street, Wheaton, Illinois, (hereinafter referred to as the “**Annexation Parcel**”); and

**WHEREAS**, after purchasing the Developer Parcel and Annexation Parcel, Developer shall petition the City of Wheaton to disconnect the Annexation Parcel pursuant to an Intergovernmental Agreement entered into between the Village and the City of Wheaton dated September 30, 2019 (herein referred to as the “**IGA**”); and

**WHEREAS**, the owner of the Annexation Parcel and Developer have entered into an Annexation Agreement with the Village with respect to the Annexation Parcel; and

**WHEREAS**, the Developer intends to consolidate the Annexation Parcel and the Development Parcel into two lots of record (the Annexation Parcel and the Developer Parcel are collectively referred to herein as the “**Development Property**”) and to develop the Development Property as a Planned Unit Development as set forth within this Agreement (the “**Project**”); and

**WHEREAS**, pursuant to the Annexation Agreement, the Village has agreed, among other things, to zone the Annexation Parcel to B-3 Service District; and

**WHEREAS**, the Developer has submitted petitions for: i.) Approval of a Map Amendment to zone the Annexation Parcel and the Developer Parcel to the B-3 Service District; ii) a Special Use Permit for a Planned Unit Development for the Development Property, a Special Use Permit for an automobile service station upon Lot 1 of the Development Property and Final Development Plan for Lot 1 and 2 of the Development Property; iii) a Sign Code variation to allow an off-premises monument signs for tenants and business located within the Planned Unit Development of the Development Property; and iv) a Plat of Subdivision consolidating the Annexation Parcel and the Development Parcel into two lots for the purpose of constructing the Project (collectively referred to herein as the “**Development Applications**”); and

**WHEREAS**, on December 9, 2019, a public hearing was held in accordance with all laws by the Plan Commission/Zoning Board of Appeals with respect to the Development Applications. The Plan Commission/Zoning Board of Appeals has submitted to the Corporate Authorities of the Village (hereinafter referred to as the “**Corporate Authorities**”) its recommendations with respect to the Development Applications; and

**WHEREAS**, the Plan Commission/Zoning Board of Appeals has conducted a review of the proposed Plat of Subdivision for the Developer Parcel and the Annexation Parcel and has recommended the Corporate Authorities approve the proposed Plat of Subdivision; and

**WHEREAS**, the Developer and the Village desire that the Development Property be developed in accordance with the terms and conditions of this Agreement; and

**WHEREAS**, the Village is a Home Rule Unit pursuant to the provisions of the Illinois Constitution, Article VII, Section 6, and the terms, conditions and acts of the Village under this Agreement are entered into and performed pursuant to the Home Rule powers of the Village and the statutes in such cases made and provided.

**NOW, THEREFORE**, in consideration of the mutual covenants, agreements, terms and conditions herein set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Developer and the Village agree as follows:

1. **Recitals.** The provisions of the recitals hereinabove set forth are restated and incorporated herein by reference as if restated verbatim in their entirety on this Section 1.
2. **Development Approvals.** The Village agrees to enact the following Ordinances and Resolution, attached hereto as Exhibit(s) C, D, and E attached hereto and made a part hereof at the next regularly scheduled board meeting after the Conditions Precedent (as defined in Section 31 below) have been satisfied:
  - a. Exhibit C. An Ordinance Approving a Zoning Map Amendment to Zone Property to the B-3 Service District Upon Annexation to the Village of Carol Stream (2201 N. Main Street, PIN 05-04-305-006).
  - b. Exhibit D. An Ordinance Approving a Zoning Map Amendment to Rezone Property from B-2 General Retail District to B-3 Service District

(431 E. Geneva Road, PIN 05-04-305-009, and 521 S. Schmale Road, PIN 05-04-305-008).

- c. Exhibit E. An Ordinance granting a Special Use Permit for a Planned Unit Development for the Development Property, a Special Use Permit for an automobile service station and approval of a Final Development Plan (2201 N. Main Street, 431 E. Geneva Road, and 521 S. Schmale Road, PINS 05-04-305-006, 05-04-305-008; and 05-04-305-009).
- d. The Village will also grant a Sign Code Variation to allow off-premises monument signs to be located upon Lots 1 and 2 of the Development Property for tenants and business located within the Development Property.

3. **Final Plat Approval.** At the next regularly scheduled meeting after the Conditions Precedent have been satisfied and the final engineering plans and stormwater management submittals have been approved by the Village Engineer, the Village shall enact a resolution approving the Final Plat of Subdivision, in the form attached hereto as Exhibit F.

4. **Development of the Development Property.**

- a. The Developer shall construct the Project and develop and maintain the Development Property, except for minor alterations, approved by the Village Engineer due to field conditions, pursuant to and in accordance with the following:
  - 1. This Agreement;
  - 2. The Development Approvals set forth in Sections 2 and 3 herein;

3. The Approved Plans attached to the Special Use and PUD Ordinance, Exhibit E hereto.
  4. The Approved Final Engineering Plans (as defined below) and Stormwater Management Submittal.
  5. The Village Onsite Utility Maintenance Agreement, as attached as Exhibit G.
  6. The Code of Ordinances of the Village of Carol Stream.
- b. In the event of a conflict between or among any of the above referenced documents, the plan, document or portion thereof that provides the greatest control and protection to the Village, as determined by the Village Manager, shall control. All of the above plans and documents shall be interpreted so that the duties and requirements imposed by any one of them are cumulative among all of them.

5. **Compliance with Existing Codes.** Except to the extent of any exemptions as provided in the Planned Unit Development Ordinance adopted by the Village as provided herein, the development of the Development Property shall be completed in accordance with the existing building, zoning, subdivision, storm water and other developmental codes and ordinances of the Village as they exist on the date each respective permit for development is issued. Planning and engineering designs and standards, and dedication of all public improvements, shall be in accordance with the then existing ordinances of the Village or in accordance with the statutes and regulations of other governmental agencies having jurisdiction thereof if such standards are more stringent than those of the Village at such time.



6. **Installation of Public and Private Improvements.** The Developer shall prepare and submit detailed engineering drawings which shall include the construction of all public improvements (the “**Public Improvements**”) and all private site improvements as set forth in Exhibit E (the “**Private Improvements**”) and necessary for the Project and required to be completed in accordance with the Village’s Subdivision Code, the Village’s Engineering Design Standards and this Agreement, which engineering drawings shall be reviewed and approved by the Village prior to construction. After approval by the Village, the engineering drawings shall be known as the “**Approved Final Engineering Plans**”. The Developer shall, at its sole cost and expense, construct and install all Public Improvements shown on the Approved Final Engineering Plans in a good and workmanlike manner, free from defects and deficiencies. The Developer shall provide, at its cost and expense, all engineering services for the design and construction of the Public Improvements, including the full services of a resident superintendent responsible for overseeing the construction of the Public Improvements. The Developer shall provide the Village with the name of such resident superintendent and a telephone number or numbers at which the resident superintendent can be reached.

The Public and Private Improvements that will be constructed on Lots 1 and 2 shall commence within 18 months of the approval of Final Engineering Plans (“**Commencement Date**”). The Village shall not terminate the Planned Unit Development approval for Lot 2 for failure to commence construction on Lot 2 pursuant to Section 16-15-8 of the Village Zoning Ordinance provided the Public and Private Improvements for Lot 2 have begun by the Commencement Date. A certificate of occupancy for Lot 1 shall not be issued until all Public and the Private Improvements are completed on Lot 2.

7. **Inspection of Public and Private Improvements, Approvals and Acceptance of Public Improvements.**

- a. All work on the Public Improvements and Private Improvements shall be subject to the inspection and approval of the Village Engineer. The term Village Engineer shall include any authorized designee of the Village Engineer. The Developer shall promptly correct all deficiencies and make all repairs to the Public Improvements and Private Improvements as required by the Village Engineer in order to conform to the Approved Final Engineering Plans, the Approved Final Development Plan, the Village's Code of Ordinances and the Village's Engineering Design Standards.
- b. Where the construction and installation of any Public Improvement or Private Improvement requires the consent, permission or approval of any public agency or private party, the Developer shall promptly file all applications, enter into all agreements, post all security, pay all fees and costs and otherwise take all steps that may be required to obtain such consent, permission or approval.
- c. At all times during construction of the Project or Public Improvements, the Developer shall keep all routes used for construction traffic free and clear of mud, dirt, debris and obstruction and shall repair any damage caused by such construction traffic.
- d. The Developer shall provide the Village with as-built or record drawings of all Public Improvements constructed and approved by the Village

Engineer in a format designated by the Village and one set on a reproducible mylar. Such as-built or record drawings shall depict every Public Improvement and include all final dimensions, elevations and calculations necessary to fully describe the Public Improvements and establish their compliance with all applicable standards and requirements.

- e. Upon completion of all of the Public Improvements required by this Agreement, the Village, after its inspection and approval thereof, shall accept from the Developer the conveyance or dedication of those Public Improvements to be under the jurisdiction of the Village, as provided in Section 7-6-1 of the Village Code of Ordinances. The acceptance of Public Improvements to be under the jurisdiction of any other governmental entity shall be completed in accordance with the requirements of that governmental entity.

8. **Water Service.** In order to service the Development Property with water service, the Developer shall connect to the existing water main and water system of the Village at the Developer's sole cost and expense. All connections shall be made by the Developer in accordance with a service connection permit approved by the Village. The Village represents and warrants to the Developer as follows:

- a. That it owns and operates a water distribution system within the Village for water distribution.
- b. That the Village system has sufficient capacity on the existing Village water mains to provide, and will provide, potable and fire flow water to the Development Property, such service to be substantially the same as

provided to commercial buildings of similar size and character in the Village being provided with water by the Village.

The Village shall fully cooperate with the Developer with respect to the application for an issuance of Illinois Environmental Protection Agency permits for the construction and connection of the water main extensions.

9. **Sanitary Sewer Service.** In order to service the Development Property with sanitary sewer service, the Developer shall connect to the existing sewer main and sewer system under the jurisdiction of the Wheaton Sanitary District in accordance with the requirements of the Wheaton Sanitary District, at the Developer's sole cost and expense. All connections shall be made by the Developer in accordance with a Service Connection Permit approved by the Wheaton Sanitary District. Developer shall pay all charges and user fees for Sanitary Sewer Services as required by the Wheaton Sanitary District.

10. **Water Fees.** The Developer shall pay the Water Expansion Connection Fee, the water meter fee, water tap-on fees and the user fees relating to water installations and services shall be those charges generally applicable in the Village for similar installations or services at the time that the fees or charges are due.

11. **Stormwater.** The Developer shall develop and maintain the Development Property in full compliance with the DuPage County Countywide Stormwater and Floodplain Ordinance, as adopted by the Village and as may be amended from time to time. All stormwater improvements shall be constructed as set forth in the Approved Final Engineering Plans and the Approved Stormwater Management Submittal. The Developer shall be responsible for maintaining, cleaning, repairing and reconstructing the stormwater improvements and for ensuring that the stormwater improvements properly operate in

accordance with the DuPage County Stormwater and Floodplain Ordinance, as adopted by the Village and as may be amended from time to time. In its discretion, the Village may create one or more Special Service Areas, pursuant to the Special Service Area Tax Law (35 ILCS 200/27-5, et seq.) for the purpose of ensuring the maintenance, cleaning, repair, reconstruction or replacement of all stormwater management improvements; however, the creation of any Special Service Area as set forth herein shall not alleviate the Developer's obligations to maintain, clean, repair, reconstruct or replace the stormwater management improvements. The Developer agrees to waive any and all statutory objections to the formation of said Special Service Area(s) or removal from said Special Service Area(s) and shall consent to future tax levies required for the payment of the costs of maintenance, repair, reconstruction or replacement of the stormwater management improvements.

12. **Easements.** The Developer shall provide all easements on the Development Property which may be required by the Village Engineer to enable the Development Property to receive water service, sanitary sewer service, stormwater control, electric and gas service, and cable television service, with the Village being a named grantee in all said easements along with the applicable public entities or utility companies. Immediately after the Plat of Subdivision is recorded, Developer shall record a Declaration of Easements, Covenants and Restrictions (Declaration) in a form approved by the Village, covering the two lots being created as part of the Plat of Subdivision. The location for all Public Improvements and Private Improvements shall be as approved by the Village and as shown on the Approved Final Engineering Plans. All public utility easements shall be shown upon the Plat of Subdivision as approved by the Village and shall be granted in accordance with the Village's standard easement language.

13. **Utilities.** All new electric, telephone, cable television and gas service lines shall be installed underground, the location of which underground utilities shall be installed in accordance with Approved Final Engineering Plans.

14. **Performance Security.** The Developer shall furnish the Village with an estimated cost for the construction and installation of all Public Improvements. The Developer shall furnish the Village with performance, completion and payment security covering all work involving the construction of the Public Improvements and the proper payment by the Developer of all of contractors' liabilities arising in connection with said construction. Such security shall be in an amount as provided by Village Code of Ordinances for the construction of Public Improvements, in such form as the Village may reasonably proscribe, and shall be issued by a surety or bank acceptable to the Village. All costs of such security shall be paid by the Developer. Release of all security instruments held by the Village shall be in accordance with the Village's Subdivision Code. Notwithstanding anything to the contrary herein, no transfer of interest by the Developer shall cause the performance, completion and payment security furnished by the Developer to be released until the Transferee (as defined herein) provides a replacement performance, completion and payment security in a form and amount satisfactory to the Village.

15. **Remedies and Enforcement.** In the event of a breach or threatened breach by either Party of any of the terms, covenants, restrictions or conditions hereof, the other Party shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, subject to the following cure provisions. In the event of a breach or threatened breach of any of the provisions of this Agreement, the aggrieved Party shall give written notice thereof to the

breaching Party, and if the breaching Party fails to cure or otherwise eliminate the cause of such breach within thirty (30) days of such notice (or if the breaching Party provides proof that it is diligently pursuing a cure, for an additional thirty (30) day period), then the aggrieved Party may cure the breach and recover the actual and necessary cost of effecting such cure, within thirty (30) days of demand therefor together with a detailed accounting of such costs, or may take such other actions as are provided herein. Any lender providing lender financing for the Project for the account of the Developer shall have the right to cure any breach as provided hereunder.

16. **Remedies Cumulative.** The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

17. **Term.** Subject to Section 31 (Conditions Precedent) hereof, this Agreement and the covenants, conditions and restrictions set forth herein shall be effective as of the day on which this Agreement is approved by the Village, with said date being inserted on page 1 hereof, and shall remain in full force and effect for a period of twenty (20) years or until terminated as provided herein.

18. **Termination.**

a. This Agreement may be terminated by either Party if

1. The Special Use Permit granted as set forth in Section 2 c. herein, is terminated as provided in Section 16-15-8 of the Village's Code of Ordinances.

2. The Conditions Precedent have not been satisfied within one hundred eighty (180) days of the date first set forth on page 1, except as may be extended by the Parties, in writing, or tolled as provided herein.

b. This Agreement may be terminated by written agreement of the Parties upon the Developer's full and complete compliance with the provisions of this Agreement, provided, however, that the termination of this Agreement shall not terminate the Developer's obligations as provided under the laws and ordinances of the Village or any other governmental entity.

19. **Notices.** All notices, requests and demands shall be in writing and shall be personally delivered to or mailed by United States Certified mail, postage prepaid and return receipt requested, as follows:

For the Village:

Village of Carol Stream  
500 North Gary Avenue  
Carol Stream, Illinois 60188  
630-871-6253  
Attention: Village Manager

With a copy to:

Klein, Thorpe & Jenkins, Ltd.  
20 N. Wacker Drive, Suite 1660  
Chicago, Illinois 60606  
Attention: James A. Rhodes

For the Developer:

C/O Vequity Holdings, Inc.  
400 N. State Street, Suite 400  
Chicago, IL 60654  
312-985-0978  
Attention: Chris Ilekis  
[c.ilekis@vequity.com](mailto:c.ilekis@vequity.com)

After assignment by Vequity Holdings, Inc to:

C/O 425 E Geneva LLC  
400 N. State Street, Suite 400  
Chicago, IL 60654  
312-985-0978  
Attention: Chris Ilekis  
[c.ilekis@vequity.com](mailto:c.ilekis@vequity.com)



Any Party hereto shall have the right at any time, and from time to time, to notify each of the other Parties hereto, of a change of address and/or designee for the purpose of receiving any notices hereunder.

20. **Covenants to Run with Land.** This Agreement shall constitute a covenant running with the land and shall be binding upon and inure to the benefit of the Village and Developer hereto, their successors in interest, assignees, grantees, including but not limited to, successor owner(s) of record and successor developers. and upon any successor municipal authorities of the Village and successor municipalities. Upon assignment of Vequity's contractual interest in the Development Property to 425, 425 shall assume, be entitled to the benefits and be bound by all of the obligations contained within this Agreement and Vequity shall cease to have any rights and obligations contained in this Agreement. Upon the further conveyance of any interest in any portion of the Development Property, the successors in interest, assignees, and/or grantees ("**Transferees**") shall be bound by and entitled to the benefits of this Agreement and all of the obligations contained herein with respect to the part of the Development Property sold or conveyed. The acceptance and recording of any deed or other instrument conveying any interest in the Annexation Parcel to Transferees shall constitute a written acceptance by the Transferees to assume all obligations within this Agreement. The Developer shall not be released from its obligations hereunder with respect to that part of the Development Property so purchased or transferred, unless: (i) provision has been made providing that all of the Public Improvements and Private Improvements above will be properly completed; (ii) the Transferees agree, in writing, to assume all responsibility and liability for any and all Public Improvements and Private Improvements to be installed by the Developer; a (iii) a guarantee of performance is present to ensure the Village that all of the

Public Improvements will be properly completed, and maintained for the period of time as provided within the Village's Subdivision Code; and (iv) the specific facts and terms of assignment are made known to the Village, in writing. The Village shall not unreasonably refuse to release Developer from its obligations under this Agreement, provided that the Village is satisfied that the factors set forth in this paragraph have been fully satisfied. The Developer shall be permitted to collaterally assign this Agreement to any lender providing lender financing by providing written notice to the Village, and any such lender shall not be deemed a Transferee unless such lender forecloses on the Development Property or takes a deed in lieu to the Development Property. Any lender receiving title to the Development Property through foreclosure or deed in lieu shall be deemed to be a Transferee and shall be entitled to the benefits of this Agreement and bound by all of the obligations contained herein.

21. **Recordation of Agreement.** This Agreement shall be recorded with the DuPage County Recorder of Deeds by the Developer, at its sole cost and expense, no later than five (5) business days following the satisfaction of the Condition Precedent.

22. **No Waiver.** Failure of any Party to this Agreement to insist upon the strict and prompt performance of the terms covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

23. **No Agency.** Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

24. **Choice of Law.** The laws of the State of Illinois shall govern the interpretation, validity, performance, and enforcement of this Agreement. Any action for enforcement of this Agreement shall be brought in the Circuit Court of DuPage County, Illinois.

25. **Entire Agreement.** This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the parties hereto relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by them.

26. **Severability.** If any provision of this Agreement, or any Section, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held to be invalid, the remainder of this Agreement shall be construed as if such invalid part were never included herein, and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

27. **Future Approvals.** Any future requests for any zoning approvals, including, but not limited to, variances, special uses, rezoning or amendments to any of the approvals listed in Section 2 and 3 of this Agreement may be granted without amendments to this Agreement and shall require approval in accordance with the then applicable state statute and Village ordinances.

28. **Authority to execute Agreement.** The signatories set forth below warrant that they have been fully authorized to execute this Agreement on behalf of their respective Party.

29. **Headings.** The headings set forth herein are for convenience only.

30. **Drafter Bias.** The Parties acknowledge and agree that the terms of this Agreement is a joint product of the Parties. As a result, in the event that a court is asked to interpret any portion of this contract, neither of the Parties shall be deemed the drafter hereof and neither shall be given benefit of such presumption that may be set out by law.

31. **Conditions Precedent.** The Village acknowledges that as of the date of this Agreement, Developer is the purchaser under separate contracts to acquire the Annexation Parcel and the Developer Parcel with the respective Parcel owners ("**Purchase Contracts**"). Developer expects to close on the Purchase Contracts on or about April 15, 2020. The Developer's i) acquisition of fee title to both the Annexation Parcel and the Developer Parcel; and, ii) the City of Wheaton passing an ordinance disconnecting the Annexation Parcel ("**Disconnection Ordinance**"); shall constitute conditions precedent to the rights and obligations of the Village and Developer hereunder ("**Conditions Precedent**"). This Agreement shall automatically terminate and be of no further force or effect and the parties shall have no further liability to each other in the event the Conditions Precedent have not been satisfied within one hundred eighty (180) days of the Effective date of this Agreement, or by such later date as the Parties may agree to in writing, which agreement shall not require an amendment to this Agreement. Upon the timely satisfaction of the Conditions Precedent, as evidenced by the recordation in DuPage County of the deeds conveying the Annexation Parcel and Developer Parcel to Developer and the adoption of the Disconnection Ordinance by the City of Wheaton, this Agreement shall continue in full force and effect in accordance with the terms and provisions contained herein. The taking of title to the Annexation Parcel and/or the Developer Parcel by Developer subsequent to the dates of execution and original recordation of this Agreement shall not constitute a defect in or defense to this Agreement and the rights and

obligations of the parties hereto and the parties hereby expressly waive all claims and defenses, if any, which could be raised concerning this Agreement, based upon said sequence of events.

32. In the event that the City of Wheaton fails or refuses to adopt an ordinance disconnecting the Annexation Parcel within one hundred eighty (180) days of the Effective date of this Agreement, upon request of the Developer and at the Developer's sole cost and expense, the Village agrees to use good faith efforts to seek enforcement of the Intergovernmental Agreement dated September 3, 2019, between the Village and the City of Wheaton, including, if necessary, the prosecution of legal action against the City of Wheaton in the Circuit Court of DuPage County. The Village may require that the Developer make payments, in advance, to pay all of the costs and expenses of such enforcement, including but not limited to attorneys' fees. Failure by the Developer to timely pay for such costs and expenses shall alleviate the Village of any further responsibility of enforcement. The inability to gain enforcement of the Intergovernmental Agreement by the Village shall not relieve the Developer from its obligation to pay the costs and expenses of enforcement. During the time enforcement of the terms of the Intergovernmental Agreement are being prosecuted, the automatic termination date set forth in Paragraph 31 shall be tolled.

33. **Force Majeure.** Time is of the essence of this Agreement; however, a Party shall not be deemed in breach of this Agreement with respect to the performance of any obligation under this Agreement, if such Party fails to timely perform the same and such failure is due in whole or in part to war, acts of God, strikes, labor disputes, weather (e.g., tornado, earthquake, snow accumulation of more than twelve (12) inches in any three day period, flood, temperatures below 20 degrees Fahrenheit or above 95 degrees Fahrenheit for more than seven (7) consecutive days, daily precipitation greater than one half (0.5) inches as reported in the

NOAA “Summary of Monthly Normals 1981-2010” for a weather station near the Project; go to [www.ncdc.noaa.gov/cdo-web/datatools/normals](http://www.ncdc.noaa.gov/cdo-web/datatools/normals), select geographic region and station name near Project, and go to View Station Report link)), inability to procure materials or other causes beyond the reasonable control of such Party but only to the extent such event or occurrence was not reasonably foreseeable or caused by such Party claiming the delay (“**Force Majeure**”) and only for such period of time as the event of Force Majeure has occurred. If one of the foregoing events shall occur or either Party shall claim that such an event shall have occurred, the Party to whom such claim is made shall investigate same and consult with the Party making such claim regarding the same and the Party to whom such claim is made shall grant an extension for the performance of the unsatisfied obligation equal to the period of the delay, which period shall commence from the time such claim is made to the time the Force Majeure concludes, provided that the failure of performance was reasonably caused by such Force Majeure.

34. **Estoppel Certificates.** Each of the Parties agrees to provide the other, upon not less than ten (10) days prior request, a certificate (“**Estoppel Certificate**”) certifying that this Agreement is in full force and effect (unless such is not the case, in which case such parties shall specify the basis for such claim), that the requesting Party is not, to such Party’s knowledge, in default of any term, provision or condition of this Agreement.

35. **Authority.** The Parties hereby acknowledge and agree that all required notices, meetings, and hearings have been properly given and held by the Village with respect to the approval of this Agreement and agree not to challenge the legality or enforceability of this Agreement or any of the obligations created by it on the grounds of any procedural or substantive infirmity or any denial of any procedural or substantive right. The Village hereby

warrants and represents to the Developer that the persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities. The Developer represents that: (1) the Developer has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth herein, (2) all legal actions needed to authorize the Developer's execution, delivery, and performance of this Agreement have been taken, and (3) neither the execution of this Agreement nor the performance of the obligations assumed by the Developer hereunder will (i) result in a breach or default under any agreement to which the Developer is a party or to which the Developer or the Property is bound or (ii) to the Developer's knowledge, violate any statute, law, restriction, court order or agreement to which the Developer or the Property is subject.

36. **No Third Party Beneficiaries.** No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made, or be valid, against any Party.


37. **Effective Date.** The Effective Date of this Agreement shall be the date this Agreement is approved by the Corporate Authorities and shall be set forth on page 1 of this Agreement.

SIGNATURE PAGE TO FOLLOW

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

V HOLDINGS, INC., formerly known as  
VEQUITY HOLDINGS, INC.

VILLAGE OF CAROL STREAM


By:   
CHRIS ILERU  
(print name)

By: \_\_\_\_\_

Its: MANAGER

\_\_\_\_\_  
(print name)

425 E GENEVA LLC

By:   
CHRIS ILERU  
(print name)


Its: MANAGER

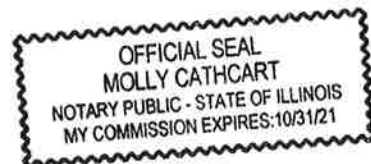
STATE OF ILLINOIS    )  
                                  ) SS.  
COUNTY OF DUPAGE )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Chris Ileru, personally known to me to be the Manager of V Holdings INC, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Manager, he signed and delivered the said instrument, pursuant to authority given to him by the limited liability corporations, as his free and voluntary act, and as the free and voluntary act and deed of said limited liability corporations, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 11<sup>th</sup> day of March, 2020.

Commission expires 10-31-21

  
Notary Public





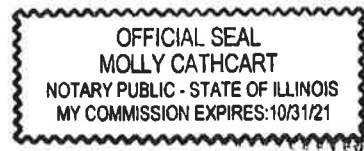
STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF DUPAGE )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Chris Wickis, personally known to me to be the Manager of 425 E Grand LLC, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Manager, he signed and delivered the said instrument, pursuant to authority given to him by the limited liability corporations, as his free and voluntary act, and as the free and voluntary act and deed of said limited liability corporations, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 11<sup>th</sup> day of March, 2020.

Commission expires 10-31-21

  
Notary Public



STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF DUPAGE )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Frank Saverino, Sr., personally known to me to be the Mayor of the Village of Carol Stream, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Commission expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**LIST OF EXHIBITS**

- EXHIBIT A: LEGAL DESCRIPTION OF DEVELOPER PARCEL**
- EXHIBIT B: LEGAL DESCRIPTION OF ANNEXATION PARCEL**
- EXHIBIT C: AN ORDINANCE APPROVING A ZONING MAP AMENDMENT TO ZONE THE PROPERTY TO B-3 SERVICE DISTRICTION UPON ANNEXATION TO THE VILLAGE OF CAROL STREAM (2201 N. MAIN STREET, PIN 05-04-305-006).**
- EXHIBIT D. AN ORDINANCE APPROVING A ZONING MAP AMENDMENT TO REZONE PROPERTY FROM B-2 GENERAL RETAIL DISTRICT TO B-3 SERVICE DISTRICT (431 E. GENEVA ROAD, PIN 05-04-305-009, AND 521 S. SCHMALE ROAD, PIN 05-04-305-008).**
- EXHIBIT E: ORDINANCE GRANTING SPECIAL USE PERMIT FOR A PLANNED UNIT DEVELOPMENT, SPECIAL USE PERMIT FOR AN AUTOMOBILE SERVICE STATION FOR LOT 1 AND APPROVAL OF A FINAL DEVELOPMENT PLAN (2201 N. MAIN STREET, 431 E. GENEVA ROAD, AND 521 S. SCHMALE ROAD, PINS 05-04-305-006, 05-04-305-008; AND 05-04-305-009).**
- EXHIBIT F: VILLAGE RESOLUTION APPROVING THE FINAL PLAT OF SUBDIVISION**
- EXHIBIT G: VILLAGE ONSITE UTILITY MAINTENANCE AGREEMENT**

**EXHIBIT A**

**LEGAL DESCRIPTION OF DEVELOPER PARCEL**

**PARCEL 1:**

LOT 1 IN ANDERSON'S MAIN STREET SUBDIVISION, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 24, 1969 AS DOCUMENT NO. R69-42683, IN DUPAGE COUNTY, ILLINOIS

ADDRESS: 521 S SCHMALE ROAD, CAROL STREAM, IL 60188

PIN: 05-04-305-008

**PARCEL 2:**

LOT 2 IN ANDERSON'S MAIN STREET SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 24, 1969 AS DOCUMENT R69-42683, IN DUPAGE COUNTY, ILLINOIS

ADDRESS: 431 E. GENEVA ROAD, CAROL STREAM, IL 60188

PIN: 05-04-305-009

**EXHIBIT B**

**LEGAL DESCRIPTION OF ANNEXATION PARCEL**

LOT ONE IN GENEVA-MAIN SUBDIVISION OF THE SOUTH 230 FEET OF THE WEST 165 FEET OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 21,1959 AS DOCUMENT 909953, IN DUPAGE COUNTY, ILLINOIS.

ADDRESS: 2201 N. Main Street, Wheaton, Illinois

PIN: 05-04-305-006

**EXHIBIT C**

**AN ORDINANCE APPROVING A ZONING MAP AMENDMENT TO ZONE THE  
PROPERTY TO B-3 SERVICE DISTRICT UPON ANNEXATION TO THE  
VILLAGE OF CAROL STREAM (2201 N. MAIN STREET, PIN 05-04-305-006).**

**ORDINANCE NO. 2020-\_\_\_\_-\_\_\_\_**  
**AN ORDINANCE APPROVING A ZONING MAP AMENDMENT**  
**TO ZONE PROPERTY TO THE B-3 SERVICE DISTRICT**  
**UPON ANNEXATION TO THE VILLAGE OF CAROL STREAM**  
**(2201 N. MAIN STREET - VEQUITY HOLDINGS, INC., ON BEHALF OF 425 E.**  
**GENEVA ROAD LLC)**

**WHEREAS**, V Holdings, Inc, formerly known as Vequity Holdings, Inc., hereinafter referred to as the Petitioner, has petitioned the Village of Carol Stream for a Zoning Map Amendment to zone the Property to the B-3 Service District upon annexation of the property to the Village of Carol Stream; and

**WHEREAS**, pursuant to Section 16-15-7 of the Carol Stream Code of Ordinances, the Combined Plan Commission/Zoning Board of Appeals, at a regular meeting thereof, held a public hearing on the above petition on December 9, 2019, following proper legal notice of said public hearing, after which the Combined Plan Commission/Zoning Board of Appeals voted to recommend to the Mayor and Board of Trustees of the Village that the Zoning Map Amendment be approved; and

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

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

**SECTION 1:** The subject parcel legally described below (the Property) is hereby granted a Zoning Map Amendment to zone the Property to the B-3 Service District upon annexation to the Village.

**LEGAL DESCRIPTION OF THE PROPERTY:**

LOT ONE IN GENEVA-MAIN SUBDIVISION OF THE SOUTH 230 FEET OF THE WEST 165 FEET OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 21, 1959 AS DOCUMENT 909953, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as: 2201 N. Main Street, Wheaton, IL  
PIN: 05-04-305-006

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

PASSED AND APPROVED THIS XX DAY OF XXXXXX, 2020.

AYES:

NAYS:

ABSENT:

\_\_\_\_\_  
Frank Saverino, Sr. Mayor

ATTEST:

\_\_\_\_\_  
Laura Czarnecki, Village Clerk

**EXHIBIT D**

**AN ORDINANCE APPROVING A ZONING MAP AMENDMENT TO REZONE  
PROPERTY FROM B-2 GENERAL RETAIL DISTRICT TO B-3 SERVICE  
DISTRICT (431 E. GENEVA ROAD, PIN 05-04-305-009, AND 521 S. SCHMALE  
ROAD, PIN 05-04-305-008).**



ORDINANCE NO. 2020-\_\_\_\_-\_\_\_\_

**AN ORDINANCE APPROVING A ZONING MAP AMENDMENT  
TO REZONE PROPERTIES FROM B-2 GENERAL RETAIL DISTRICT TO B-3  
SERVICE DISTRICT (521 S. SCHMALE ROAD AND 431 E. GENEVA ROAD -  
VEQUITY HOLDINGS, INC., ON BEHALF OF 425 E. GENEVA ROAD LLC)**

**WHEREAS**, V Holdings, Inc., formerly known as Vequity Holdings, Inc., hereinafter referred to as the Petitioner, has petitioned the Village of Carol Stream for a Zoning Map Amendment to rezone the Properties at 521 S. Schmale Road and 431 E. Geneva Road from B-2 General Retail District to B-3 Service District; and

**WHEREAS**, pursuant to Section 16-15-7 of the Carol Stream Code of Ordinances, the Combined Plan Commission/Zoning Board of Appeals, at a regular meeting thereof, held a public hearing on the above petition on December 9, 2019, following proper legal notice of said public hearing, after which the Combined Plan Commission/Zoning Board of Appeals voted to recommend to the Mayor and Board of Trustees of the Village that the Zoning Map Amendment be approved; and

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

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

**SECTION 1:** The subject parcels legally described below (the Properties) are hereby granted a Zoning Map Amendment to rezone the Properties from B-2 General Retail District to the B-3 Service District.

**LEGAL DESCRIPTION OF THE PROPERTY:**

PARCEL 1:

LOT 1 IN ANDERSON'S MAIN STREET SUBDIVISION, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 24, 1969 AS DOCUMENT NO. R69-42683, IN DUPAGE COUNTY, ILLINOIS

Commonly Known as: 521 S. Schmale Road, Carol Stream, IL, 60188  
PIN: 05-04-305-008

PARCEL 2:

LOT 2 IN ANDERSON'S MAIN STREET SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 24, 1969 AS DOCUMENT R69-42683, IN DUPAGE COUNTY, ILLINOIS

Commonly Known as: 431 E. Geneva Road, Carol Stream, IL, 60188  
PIN: 05-04-305-009

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

PASSED AND APPROVED THIS XX DAY OF XXXXXXXX, 2020.

AYES:

NAYS:

ABSENT:

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Frank Saverino, Sr. Mayor

ATTEST:

---

Laura Czarnecki, Village Clerk

**EXHIBIT E**

**ORDINANCE GRANTING SPECIAL USE FOR A PLANNED UNIT DEVELOPMENT,  
APPROVAL OF A FINAL DEVELOPMENT PLAN  
AND SPECIAL USE FOR AN AUTOMOBILE SERVICE STATION**

**ORDINANCE NO. 2020-\_\_ -\_\_**

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR AN AUTO SERVICE STATION, A SPECIAL USE PERMIT FOR A PLANNED UNIT DEVELOPMENT, AND FINAL PUD PLANS FOR TWO COMMERCIAL LOTS (2201 N. MAIN STREET, 521 S. SCHMALE ROAD AND 431 E. GENEVA ROAD - VEQUITY HOLDINGS, INC., ON BEHALF OF 425 E. GENEVA ROAD LLC)**

**WHEREAS**, V Holdings, Inc., formerly known as Vequity Holdings, Inc., hereinafter referred to as the Petitioner, has petitioned the Village of Carol Stream for a Special Use Permit for an Auto Service Station, as provided in Section 16-9-4(C)(3) of the Carol Stream Code of Ordinances; a Special Use Permit for a Planned Unit Development, as provided in Sections 16-9-2(C)(1) and 16-9-4(C)(1) of the Carol Stream Code of Ordinances; and Final PUD Plans for two commercial lots in accordance with Section 16-16-4 of the Carol Stream Code of Ordinances; on the properties legally described in Section 2 herein and commonly known as 2201 N. Main Street, Wheaton, Illinois, 521 S. Schmale Road, Carol Stream, Illinois, and 431 E. Geneva Road, Carol Stream, Illinois; and

**WHEREAS**, pursuant to Section 16-15-8 of the Carol Stream Code of Ordinances, the Combined Plan Commission/Zoning Board of Appeals held a public hearing on the above petition on December 9, 2019, following proper legal notice of said public hearing, after which the Combined Plan Commission/Zoning Board of Appeals recommended to the Mayor and Board of Trustees of the Village that the Special Use Permits and Final PUD Plans be approved; and

**WHEREAS**, the Combined Plan Commission/Zoning Board of Appeals has filed its Findings and Recommendations regarding the Special Use Permits and Final PUD Plans with the Mayor and Board of Trustees, and the Mayor and Board of Trustees have duly considered said Findings and Recommendations.

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

**SECTION 1:**

The Mayor and Board of Trustees of the Village of Carol Stream, after examining the Petition for the Special Use Permits, and the Findings and Recommendations of the Combined Plan Commission / Zoning Board of Appeals, have determined and find that the requested Special Use Permits:

1. Are deemed necessary for the public convenience at the location. *The proposed business PUD with an auto service station will provide an amenity to the residents, business owners/employees, and visitors to the community.*
2. Will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare. *The proposed uses will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare, and has been designed in a safe and efficient manner.*

3. Will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. *The surrounding area has commercial uses, and as such, the proposed business PUD with an auto service station should not be injurious to the use and enjoyment of other properties in the immediate vicinity for the purposes already permitted, nor diminish or impair property values within the area.*
4. Will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district. *All surrounding properties are already developed. As such, there should be no impact on the normal and orderly development and improvement of surrounding properties.*
5. Will provide adequate utilities, access roads, drainage and other important and necessary community facilities. *Utilities, access roads, drainage and other public improvements will be upgraded to improve upon systems already in place.*
6. Will conform to the applicable regulations of the district in which it is located, except as the Village Board may in each instance modify such regulations. *The project is expected to conform to all applicable codes and requirements, except as shown on the Final Planned Unit Development Plans.*

## **SECTION 2:**

The Special Use Permits and Final PUD Plans, as set forth in the above recitals, are hereby approved and granted to V Holdings, Inc., formerly known as Vequity Holdings, Inc., subject to the conditions set forth in Section 3, upon the real estate commonly known as 2201 N. Main Street, Wheaton, Illinois; 521 S. Schmale Road, Carol Stream, Illinois; and 431 E. Geneva Road, Carol Stream, Illinois, and legally described as follows:

### 2201 N. Main Street, Wheaton, IL

LOT ONE IN GENEVA-MAIN SUBDIVISION OF THE SOUTH 230 FEET OF THE WEST 165 FEET OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 21, 1959 AS DOCUMENT 909953, IN DUPAGE COUNTY, ILLINOIS.

### 521 S. Schmale Road, Carol Stream, IL

LOT 1 IN ANDERSON'S MAIN STREET SUBDIVISION, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 24, 1969 AS DOCUMENT NO. R69-42683, IN DUPAGE COUNTY, ILLINOIS.

431 E. Geneva Road, Carol Stream, IL

LOT 2 IN ANDERSON'S MAIN STREET SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 24, 1969 AS DOCUMENT R69-42683, IN DUPAGE COUNTY, ILLINOIS

hereinafter referred to as the Subject Properties.

**SECTION 3:**

The approval of the Special Use Permits and Final PUD Plans granted in Section 1 herein are subject to the following conditions:

1. That the landscape materials must be installed as shown on the attached landscape plans, and that all materials shall be maintained in a healthy condition, with dead or dying materials being replaced in accordance with the approved plan on an annual basis;
2. That all rooftop mounted mechanical equipment on all buildings associated with the development shall be fully screened by the parapet wall, or with supplemental screening if said parapet wall is not tall enough to screen the equipment;
3. That the owner must install additional landscape materials in the future, subject to the approval of the Community Development Director, to screen ground-mounted mechanical and utility equipment to be installed in the future;
4. That parking spaces shall be striped in accordance with the Village's looped striping detail;
5. That all trash dumpsters and recycling containers placed outdoors must be kept within a code compliant trash enclosure, and that the enclosure gates must be closed and latched at all times, except when trash containers are being accessed by employees or emptied by the trash collection service;
6. That the applicant must obtain the required sign permits prior to the installation of any new signage, and that monument sign bases shall match the fiber cement materials on the convenience store building;
7. That a Declaration of Easements, Covenants, and Restrictions specifying, among other items, cross access, shared parking, and shared maintenance of landscaping and detention facilities in the form approved by Village shall be recorded against the Subject Properties;
8. That review and approval of the project by other jurisdictions shall be required, including, but not limited to, the DuPage County Department of Transportation

for driveway locations and work within the right-of way and the Wheaton Sanitary District for sanitary sewer work;

9. That a Special Use Permit shall be required should a use with a drive-up service window be proposed on Lot 2;
10. That a decorative metal canopy be installed above the windows on the north façade of the convenience store building to match canopies along the south and west sides of the building;
11. That all site improvements for Lot 2 under the Option 1 Final PUD Plan (including but not limited to parking lot pavement, lighting, curbing, perimeter landscaping, and utility work) shall be completed at the same time as work is completed for Lot 1, and that permit drawings submitted for work on Lot 1 shall include such work to be completed on Lot 2 and that a certificate of occupancy shall not be issued for the convenience store building on Lot 1 until site improvements for Lot 2 are completed and that in the future, if Lot 2 is developed under the Final PUD Plan Option 2, a new building permit shall be required;
12. That the plat of resubdivision shall be renamed “Geneva-Main Commons Plat of Resubdivision” prior to review by the Village Board; and
13. That the site and businesses must be maintained and operated in accordance with all State, County and Village codes and regulations.

#### **SECTION 4:**

The Special Use Permits and Final PUD Plans are hereby approved and granted as set forth in the following plans and exhibits:

1. Final PUD Plan Option 1 (Exhibit A-1, received by the Community Development Department December 3, 2019), prepared by Watermark Engineering Resources, Ltd., 2631 Ginger Woods Parkway, Suite 100, Aurora, Illinois, 60502.
2. Preliminary Engineering Plan Option 1 (Exhibit A-2, received by the Community Development Department December 3, 2019), prepared by Watermark Engineering Resources, Ltd., 2631 Ginger Woods Parkway, Suite 100, Aurora, Illinois, 60502.
3. Landscape Plan Option 1 (Exhibit A-3, received by the Community Development Department December 3, 2019), prepared by Watermark Engineering Resources, Ltd., 2631 Ginger Woods Parkway, Suite 100, Aurora, Illinois, 60502.
4. Existing Building on Lot 2 - Proposed Building Elevations (Exhibit A-4, received by the Community Development Department December 3, 2019), prepared by Ilekis Architects & Planners, 223 W. Jackson Boulevard, Suite 1000, Chicago, Illinois, 60606.

5. Existing Building on Lot 2 - Proposed Floor Plan (Exhibit A-5, received by the Community Development Department December 3, 2019), prepared by Ilekis Architects & Planners, 223 W. Jackson Boulevard, Suite 1000, Chicago, Illinois, 60606.
6. Final PUD Plan Option 2 (Exhibit B-1, received by the Community Development Department December 3, 2019), prepared by Watermark Engineering Resources, Ltd., 2631 Ginger Woods Parkway, Suite 100, Aurora, Illinois, 60502.
7. Preliminary Engineering Plan Option 2 (Exhibit B-2, received by the Community Development Department December 3, 2019), prepared by Watermark Engineering Resources, Ltd., 2631 Ginger Woods Parkway, Suite 100, Aurora, Illinois, 60502.
8. Landscape Plan Option 2 (Exhibit B-3, received by the Community Development Department December 3, 2019), prepared by Watermark Engineering Resources, Ltd., 2631 Ginger Woods Parkway, Suite 100, Aurora, Illinois, 60502.
9. Proposed Floor Plan – Building on Lot 1 (Exhibit C-1, received by the Community Development Department December 3, 2019), prepared by Ilekis Architects & Planners, 223 W. Jackson Boulevard, Suite 1000, Chicago, Illinois, 60606.
10. Proposed Building Elevations, Color and Blackline – Building on Lot 1 (Exhibits C-2 and C-3, received by the Community Development Department December 3, 2019), prepared by Ilekis Architects & Planners, 223 W. Jackson Boulevard, Suite 1000, Chicago, Illinois, 60606.
11. Fuel Canopy Elevations (Exhibit C-4, received by the Community Development Department December 3, 2019), prepared by Ilekis Architects & Planners, 223 W. Jackson Boulevard, Suite 1000, Chicago, Illinois, 60606.
12. Signage Site Plan and Elevation Drawings (Exhibits D-1 and D-2, received by the Community Development Department December 3, 2019), prepared by Ilekis Architects & Planners, 223 W. Jackson Boulevard, Suite 1000, Chicago, Illinois, 60606.
13. Wall and Monument Sign Drawings (Exhibits D-3, D-4 and D-5, received by the Community Development Department December 3, 2019), prepared by Harbinger, 5300 Shad Road, Jacksonville, Florida, 32257.

**SECTION 5:**

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



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

**SECTION 6:**

The failure of the owner or other party in interest, or a subsequent owner or other party in interest, to strictly comply with the terms and conditions of this Ordinance, after execution of this Ordinance, shall subject the owner or party in interest to the penalties set forth in Section 16-17-7 A and B of the Carol Stream Code of Ordinances, and/or termination of the special use permits after notice and public hearing in accordance with the procedures set forth in Section 16-15-8 of the Carol Stream Code of Ordinances.

PASSED AND APPROVED THIS XX DAY OF XXXXXX, 2020.

AYES:

NAYS:

ABSENT:

\_\_\_\_\_  
Frank Saverino, Sr. Mayor

ATTEST:

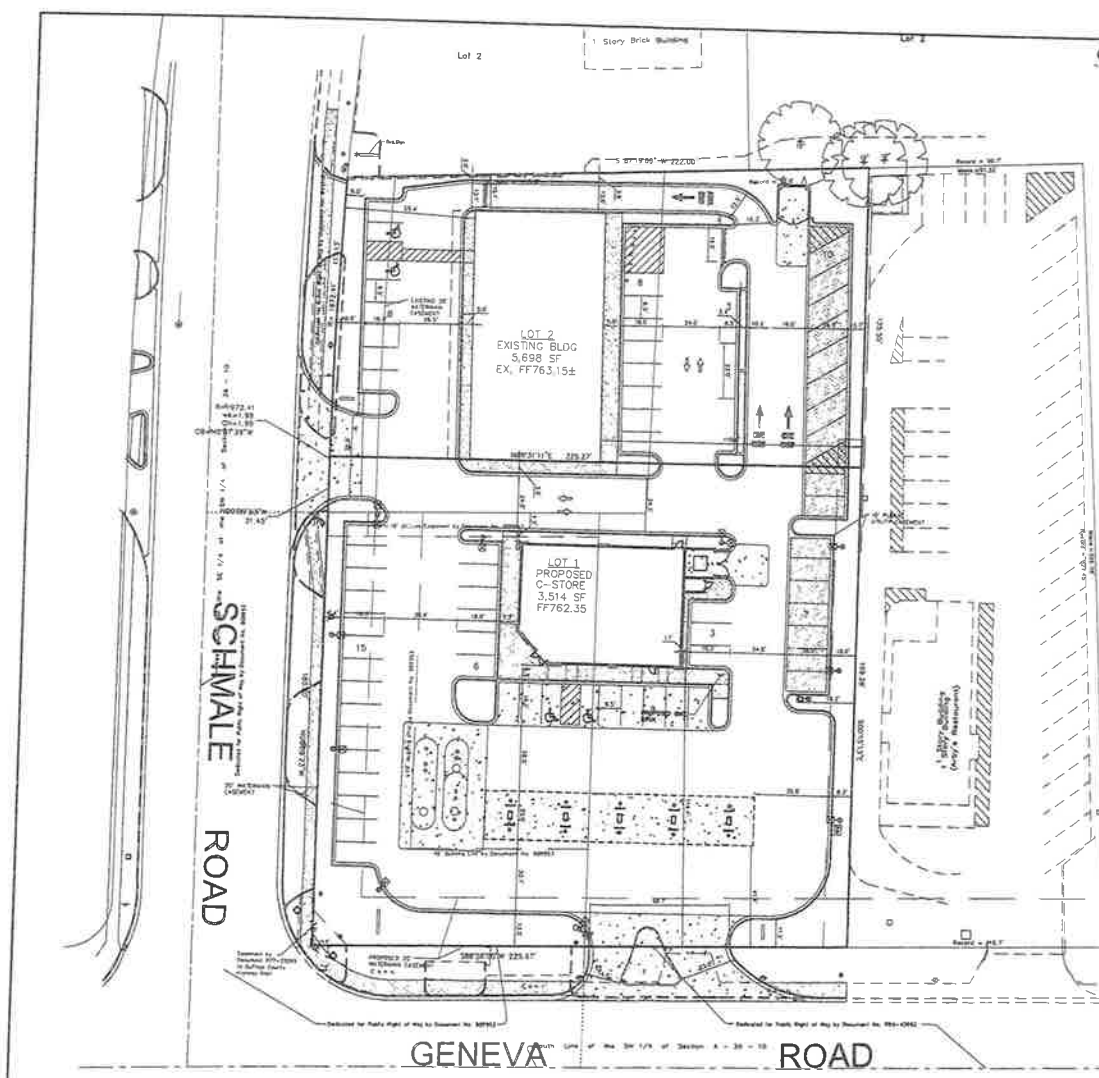
\_\_\_\_\_  
Laura Czarnecki, Village Clerk

V Holdings, Inc., formerly known as Vequity Holdings, Inc., being the owner and/or party in interest of the Subject Properties legally described in this ordinance, and its successors and assigns do hereby accept, concur, and agree to develop and use the Subject Properties in accordance with the terms and conditions of this Ordinance, and understand that if I do not do so, I am subject to the penalties set forth in Section 16-17-7 A and B of the Carol Stream Code of Ordinances, and/or termination of the special use permits as set forth in Section 16-15-8 of the Carol Stream Code of Ordinances. V Holdings, Inc., formerly known as Vequity Holdings, Inc., its successors and assigns, further agree to indemnify, hold harmless and defend the Village, and its officers, agents and employees from any and all claims, lawsuits, liabilities damages and costs incurred as a result of the approvals as granted herein.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner/Party In Interest

RECEIVED  
 DEC 03 2018  
 COMMUNITY DEVELOPMENT  
 DEPT.



**GENERAL NOTES:**

1. THESE PLANS ARE BASED ON THE TOPOGRAPHICAL SURVEY (SURVEY PROJECT #18-004 DATED 10/20/18) PREPARED BY: WISDOM LAND SURVEYING, LLC P.O. BOX 102, PLAINFIELD, IL 62454 (EASE #27-508)
2. PRIOR TO CONSTRUCTION, CONTRACTOR TO CONTACT THE DESIGN ENGINEER AND ARCHITECT TO VERIFY THAT THEY ARE WORKING FROM THE MOST CURRENT SET OF PLANS AND SPECIFICATIONS.

**ON SITE PARKING DATA**

LOT 1	REGULAR SPACES	36
	ADA ACCESSIBLE SPACES	20
	TOTAL SPACES	56
LOT 2	REGULAR SPACES	28
	ADA ACCESSIBLE SPACES	20
	TOTAL SPACES	48

**SITE DATA**

LOT 1 AREA	= 12,543 S.F. (0.28 AC)
IMPROVED AREA	= 18,200 S.F. (0.41 AC) (20%)
PERVIOUS AREA	= 13,200 S.F. (0.30 AC) (10%)
LOT 1 BUILDING AREA	= 3,514 S.F.
LOT 2 BUILDING AREA	= 5,698 S.F.

**Setback Requirements**  
 Zoning B-3

**Fuel Center**

Building	Yard - Corner Lot	Required (feet)	Proposed (feet)	Variance/Exemptions
Front - Geneva	100	134	No	
Front - Schmale	100	81	19%	
Rear - North	40	34	15%	
Interior - East	0	13	Yes	

**Canopy**

Front - Geneva - South	Required (feet)	Proposed (feet)	Variance/Exemptions
35	41	No	
Front - Schmale - West	35	70	Yes
Rear - North	35	N/A	No
Interior - East	35	N/A	No

**Parking/Aisle Frontage**

Parking - Geneva	Required (feet)	Proposed (feet)	Variance/Exemptions
20	N/A	No	
Front - Schmale	30	7.6	Yes
Aisle - Geneva	30	11	No
Aisle - Schmale	30	25.4	No
Parking - East	0	18.5	No
Parking - North	0	N/A	No

**Air/Fac**

Front - Geneva	Required (feet)	Proposed (feet)	Variance/Exemptions
35	N/A	No	
Front - Schmale	35	N/A	No
Rear - North	35	N/A	No
Interior - East	35	13	Yes

**Existing Building**

Front - Schmale	Required (feet)	Existing (feet)	Variance/Exemptions
100	55	Yes	
Rear	40	111	No
Interior - North	0	14.5	No
Interior - South	0	0	No

**Parking/Aisle Frontage**

Parking - Front	Required (feet)	Proposed (feet)	Variance/Exemptions
20	8	Yes	
Aisle - South	10	5.5	Yes
Aisle - North	10	2	Yes
Aisle - Rear	10	20	No

NOTE: SHARED ACCESS AND PARKING SHALL BE SUBJECT TO THE TERMS OF THE "DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS"

NOTE: ALL SITE/PUBLIC IMPROVEMENTS SHOWN FOR LOT 2 ON THIS PLAN WILL BE COMPLETED CONCURRENTLY WITH CONSTRUCTION OF LOT 1.



**FINAL PUD PLAN  
 OPTION 1**

EXHIBIT A-1

Prepared For:

Prepared By:

**Waconmark**  
 CONSULTING

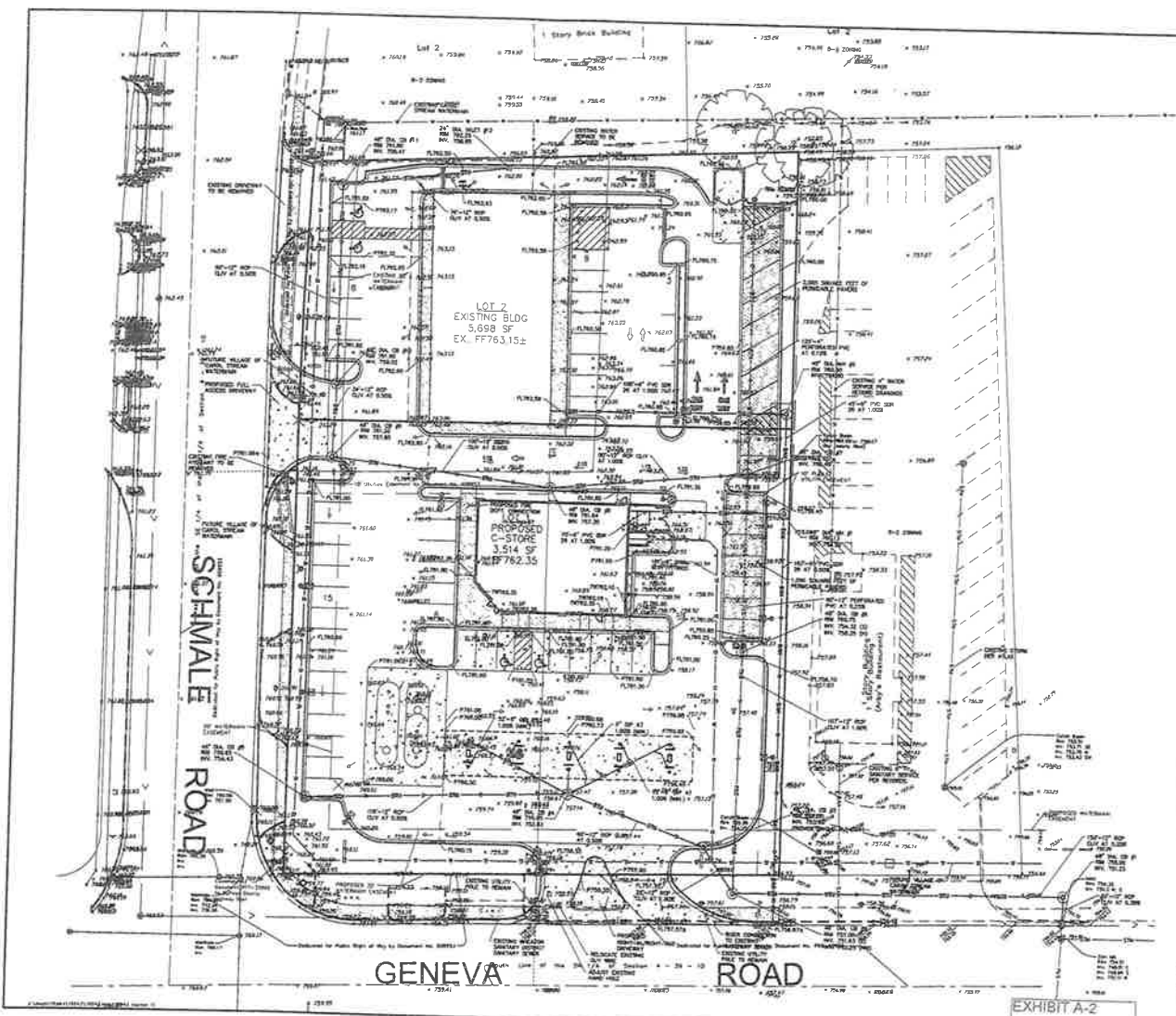
400 N State Street  
 Chicago, IL 60654  
 GENEVA-MAIN COMMONS  
 Grant, Lincoln, Geneva

CREATED BY: B. PERRY  
 DRAWN BY: B. PERRY  
 DATE: OCTOBER 14, 2018  
 PROJECT NO: 18-004

1 of 1  
 FINAL PUD OPTION 1

RECEIVED  
DEC 03 2018

COMMUNITY DEVELOPMENT DEPARTMENT



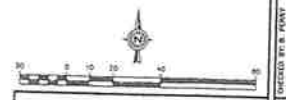
**GENERAL NOTES**  
 1. THESE PLANS ARE BASED ON THE SURVEYOR'S SURVEY PROJECT #88-08 DATED 02/28/18 PREPARED BY GORDON LAND SURVEYING, LLC 400 N. STATE STREET, CHICAGO, IL 60654 (PLS) 857-1081  
 2. PRIOR TO CONSTRUCTION CONTRACTOR TO CONTACT THE DESIGN ENGINEER AND ARCHITECT TO VERIFY THAT THE WORK IS FROM THE MOST CURRENT SET OF PLANS AND SPECIFICATIONS.  
**REFERENCE INFORMATION**  
 SURFACE COUNTY ZONING MAP NO. 0173 GRASSY HILL ON THE NORTH END OF THE WEST HEADLINE UNDER PRESENT USE NORTH OF THE "T" INTERSECTION OF SCHMALE ROAD  
 ELEVATION = 796.48 NAVD83  
**SITE BOUNDARIES**  
 1. SET BUILT ON EYEBALL OPPOSITE THE NW CORNER OF LOT 1 IN MAIN-GENEVA SUBDIVISION  
 ELEVATION = 832.55 NAVD83

**DRAINAGE PLAN NOTES**  
 1. UNLESS OTHERWISE SPECIFIED, TOP OF CURB (TC) AND/OR TOP OF WALK ELEVATIONS ARE 0.5' HIGHER THAN THE EQUIVALENT FLOOR LANE (FL) OR FINISH (FV) ELEVATIONS.  
 2. IN ALL LOCATIONS WHERE ELEVATIONS ARE SHOWN AS "L" THE ELEVATION HAS BEEN DETERMINED BASED ON INTERPOLATED GRADES FROM THE SURVEY CONTRACTOR IS TO VERIFY THESE GRADES PRIOR TO CONSTRUCTION OF ANY IMPROVEMENTS WITHIN THE PROPERTY OF THIS PROJECT.  
 3. PROPOSED GRADES AND REPORT THEM TO THE DESIGN ENGINEER FOR VERIFICATION OF PROPOSED GRADES PRIOR TO INSTALLATION OF PROPOSED IMPROVEMENTS. DESIGN CONTRACTOR IS NOT RESPONSIBLE FOR SLOPES OF PROPOSED CONSTRUCTION OF EXISTING ELEVATIONS AT TIME OF CONSTRUCTION.  
 4. PAVING, SIDEWALK, AND CURBING IS NOT TO BE INSTALLED IN SUCH A MANNER THAT IT WILL BLOCK THE FLOW OF WATER FROM THE BUILDING INCLUDING BUT NOT LIMITED TO: WET AREAS, WOOD DRAINAGE COUPLERS OF PIPES, AND LANDSCAPING.

**UTILITY PLAN NOTES**  
 1. PRIOR TO CONSTRUCTION OF ANY UTILITIES CONTRACTOR IS TO VERIFY THAT THE PROPOSED UTILITIES SHOWN ON THIS PLAN THAT ENTER THE PROPOSED BUILDINGS CORRESPOND WITH THE UTILITIES ON THE PLANNING DEPARTMENT'S CORRESPONDING BUILDINGS CONTRACT TO REPORT IN WRITING ANY DISCREPANCIES IN SIZE, LOCATION, OR INVERT ELEVATION TO THE DESIGN ENGINEER IMMEDIATELY FOR RESOLUTION OF THE CONFLICT IN WRITING.  
 2. GENERAL CONTRACTOR IS TO COORDINATE THE INSTALLATION AND FORTIFYING OF PUBLIC UTILITIES, SUCH AS GAS, ELECTRIC, TELEPHONE, CABLE AND FIBER OPTICAL, WITH THE DESIGN ENGINEER AND ARCHITECT PRIOR TO CONSTRUCTION. THE INSTALLATION OF THE PUBLIC UTILITIES AND NECESSARY ELEVATIONS TO BE PROVIDED AS PART OF GENERAL CONTRACTOR'S SCOPE OF WORK FOR THIS PROJECT.

**STORMWATER DETENTION SUMMARY**  
 SURFACE COUNTY REQUIREMENTS  
 EXISTING IMPERVIOUS AREA = 72,843 SF 1.68 ACRES  
 EXISTING PERVIOUS AREA = 23,287 SF  
 SURFACE COUNTY REQUIREMENTS  
 1. PROVIDE STORMWATER DETENTION FOR NET NEW IMPERVIOUS AREA BY NET NEW IMPERVIOUS AREA AFTER FEBRUARY 15, 1992 EXCEEDED 2,000 SF  
 PROPOSED IMPERVIOUS AREA = 54,302 SF  
 NET NEW IMPERVIOUS AREA = 6,898 SF  
 NO DETENTION REQUIRED  
 2. PUMP FOR LOT 1  
 DUE TO THE PROPOSED USE AS A FUELING STATION, PUMPING IS REQUIRED ACCORDING TO SURFACE COUNTY CRITERIA. STORMWATER AND FLOOD PLAN ORDINANCE 15-22-11-1 PROPOSED ABOUT WITH 80-FOOT TO BE LOCATED AT ONCE  
 3. PUMP FOR LOT 2  
 THE IMPERVIOUS AREA IS NOT INCREASING BY MORE THAN 2,000 SF. THEREFORE NO VOLUME/TEMP STORAGE IS REQUIRED.

NOTE: SHARED ACCESS AND PARKING SHALL BE SUBJECT TO THE TERMS OF THE "DECLARATION OF EASEMENTS, COVENANTS, AND RESTRICTIONS"  
 NOTE: ALL SITE/PUBLIC IMPROVEMENTS SHOWN FOR LOT 2 ON THIS PLAN WILL BE COMPLETED CONCOMITANTLY WITH CONSTRUCTION OF LOT 1.



PRELIMINARY ENGINEERING PLAN OPTION 1

Prepared For:  
 400 N State Street  
 CHICAGO, IL 60654  
 GENEVA-MAIN COMMONS  
 425 E. Geneva Road  
 CHICAGO, ILLINOIS 60618

Prepared By:

WALDMARK ENGINEERING & ARCHITECTURE, LTD.  
 1000 N. LAKE STREET, SUITE 100  
 CHICAGO, ILLINOIS 60610  
 TEL: 312.467.1000  
 FAX: 312.467.1001  
 WWW.WALDMARK.COM

DESIGNED BY: B. JOVANY  
 DRAWN BY: S. SMAYK  
 DATE: OCTOBER 11, 2018  
 SCALE: 1" = 30'  
 SHEET NO. 18-183

1 of 1

PRELIMINARY ENGINEERING PLAN OPTION 1



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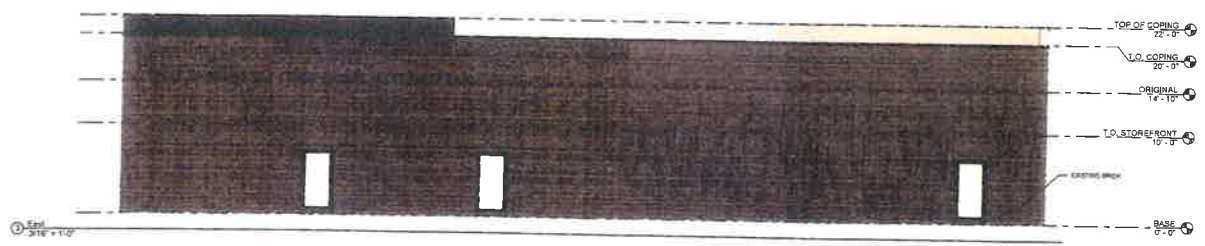
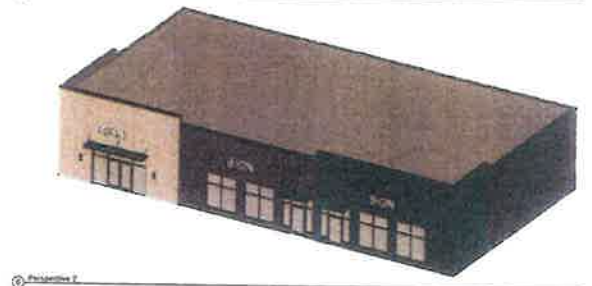
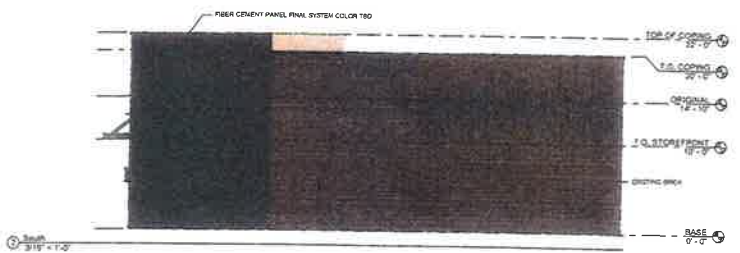
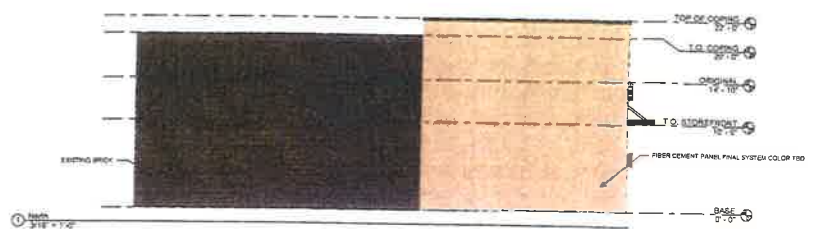
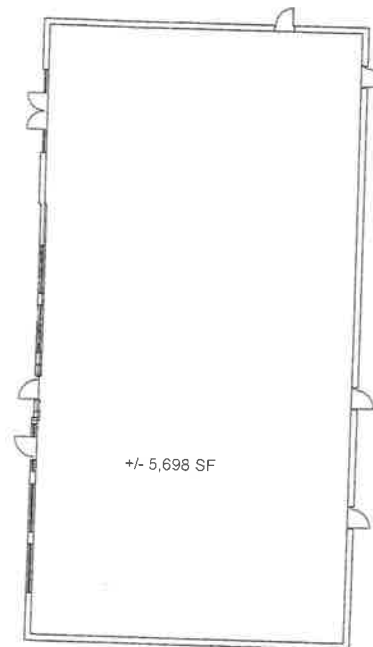


EXHIBIT A-4

EXISTING BUILDING PROPOSED ELEVATIONS

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DEPT



+/- 5,698 SF

EXHIBIT A-5

EXISTING BUILDING PROPOSED FLOOR PLAN

12/3/19

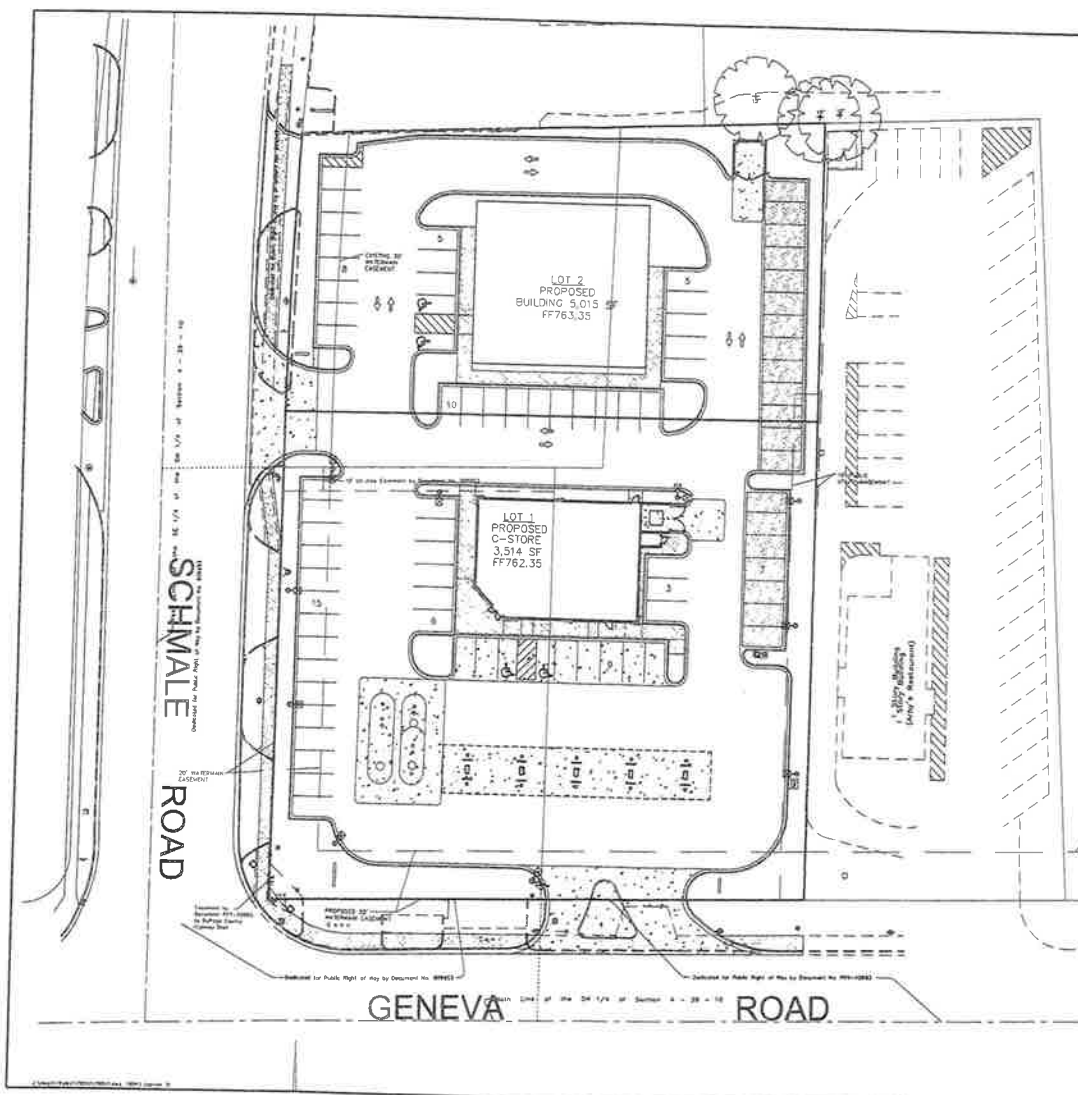
**LEKIS**  
ARCHITECTS + PLANNERS

MAIN GENEVA COMMONS  
521 S SCHMALLE RD  
CAROL STREAM, IL 60158

**vequity** | real estate redefined

BASE  
1/8" = 1'-0"

RECEIVED  
 DEC 03 2019  
 COMMUNITY DEVELOPMENT  
 DEPT



**GENERAL NOTES:**  
 1. THESE PLANS ARE BASED ON THE TOPOGRAPHICAL SURVEY  
 2. PROJECT #19-019-DATED 03/29/19  
 3. PREPARED BY: KROGLAND SURVEYING, LLC  
 4. 2019 ILL. PLANFIELD, E. 20044  
 5. 100% EIR-2018  
 6. THE CONSTRUCTION CONTRACTOR TO CONTACT THE  
 DESIGN ENGINEER AND ARCHITECT TO VERIFY THAT THEY  
 ARE WORKING FROM THE MOST CURRENT SET OF PLANS AND  
 SPECIFICATIONS.

**ON SITE PARKING DATA**

REGULAR SPACES	38
ADA ACCESSIBLE SPACES	42
TOTAL SPACES	80

**LOT 2**

REGULAR SPACES	39
ADA ACCESSIBLE SPACES	4
TOTAL SPACES	41

**SITE DATA**

LOT AREA	= 72,543 S.F. (1.66 AC)
IMPERVIOUS AREA	= 57,710 S.F. (1.32 AC) (MAX)
PARKING AREA	= 34,823 S.F. (0.79 AC) (MIN)
LOT 1 BUILDING AREA	= 3,514 S.F.
LOT 2 BUILDING AREA	= 5,015 S.F.

**Setback Requirements**  
 Zoning P-3

Building	Required (feet)	Proposed (feet)	Variance/Exemptions
Front - Corner Lot	100	114	No
Front - Schmale	100	81	Yes
Rear - North	40	34	Yes
Interior - East	0	73	No

Canopy	Required (feet)	Proposed (feet)	Variance/Exemptions
Front - Geneva - South	35	41	No
Front - Schmale - West	35	20	No
Rear - North	35	N/A	No
Interior - East	35	N/A	No

Parking/Aisle Frontage	Required (feet)	Proposed (feet)	Variance/Exemptions
Parking - Geneva	30	N/A	No
Front - Schmale	30	74	Yes
Aisle - Geneva	30	11	No
Aisle - Schmale	30	25.4	No
Parking - East	0	10.5	No
Parking - North	0	N/A	No

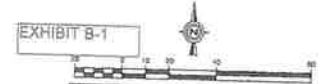
Air/Vac	Required (feet)	Proposed (feet)	Variance/Exemptions
Front - Geneva	35	N/A	No
Front - Schmale	35	N/A	No
Rear - North	35	N/A	No
Interior - East	35	18	Yes

Existing Building	Required (feet)	Proposed (feet)	Variance/Exemptions
Front - Schmale	100	76	Yes
Rear	40	75	No
Interior - North	0	30	No
Interior - South	0	21	No

Parking/Aisle Frontage	Required (feet)	Proposed (feet)	Variance/Exemptions
Parking - Front	30	9	Yes
Aisle - South	30	N/A	Yes
Aisle - North	30	2	Yes
Aisle - Rear	30	24	No

NOTE: SHARED ACCESS AND PARKING SHALL BE SUBJECT TO THE TERMS OF THE "DECLARATION OF EASEMENTS, COVENANTS, AND RESTRICTIONS".

NOTE: ALL SITE/PUBLIC IMPROVEMENTS SHOWN FOR LOT 2 ON THIS PLAN WILL BE COMPLETED CONCURRENTLY WITH CONSTRUCTION OF LOT 1.



FINAL PUD PLAN  
 OPTION 2

DATE	11/27/19
BY	ALAN W. KROGLAND
PROJECT NO.	19-019
CLIENT	GENEVA-HAAN COMMONS
ADDRESS	4400 N. SCHMALE ROAD, CHICAGO, IL 60634
PREPARED FOR	GENEVA-HAAN COMMONS
DATE	11/27/19

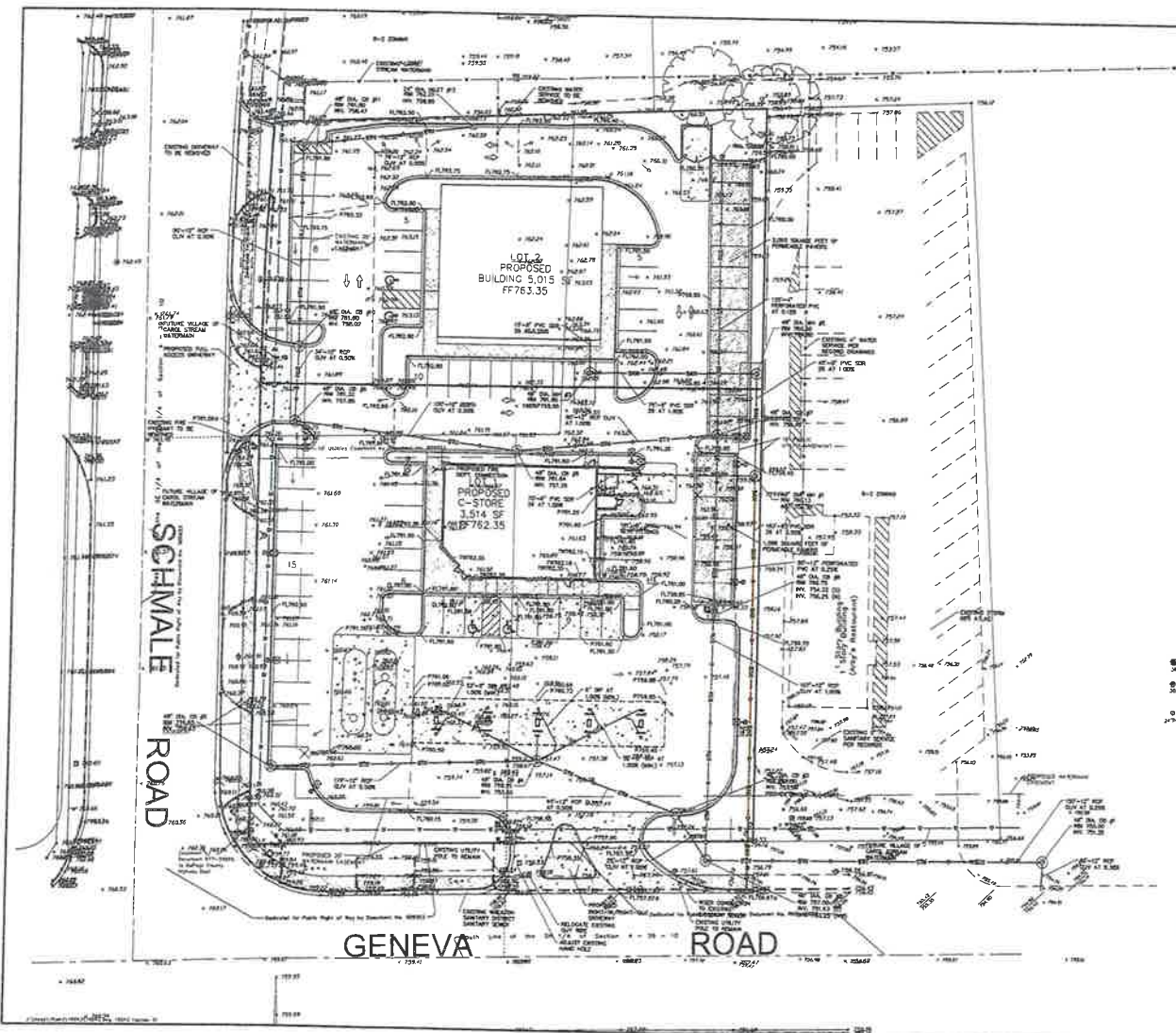
Prepared By:  
 Alan W. Krogland  
 Surveyor  
 CHICAGO, ILL. 60634  
 KROGLAND SURVEYING, LLC  
 4400 N. SCHMALE ROAD  
 CHICAGO, ILL. 60634

Prepared By:  
 Alan W. Krogland  
 Surveyor  
 CHICAGO, ILL. 60634  
 KROGLAND SURVEYING, LLC  
 4400 N. SCHMALE ROAD  
 CHICAGO, ILL. 60634

CHICAGO, ILL. 60634  
 ALAN W. KROGLAND  
 SURVEYOR  
 DATE: OCTOBER 14, 2019  
 SCALE: 1" = 30'  
 PROJECT NO.: 19-019  
 1 of 1  
 FINAL PUD PLAN OPTION 2



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DEC 03 2010  
COMMUNITY DEVELOPMENT DEPT.



**GENERAL NOTES:**  
1. THESE PLANS ARE BASED ON THE TOPOGRAPHICAL SURVEY PROJECT #B-018 DATED 03/25/10 PREPARED BY GORDON LAM SURVEYING, LLC 170 S. BOYD RD., PLAINFIELD, IL 62450 (314) 251-2000  
2. PRIOR TO CONSTRUCTION CONTRACTOR TO CONTACT THE DESIGN ENGINEER AND ARCHITECT TO VERIFY THAT THEY ARE WORKING FROM THE MOST CURRENT SET OF PLANS AND SPECIFICATIONS.

**REFERENCE ENDORSEMENTS:**  
SPRING COUNTY ZONING MAP NO. 0172 GRADE SIDE ON THE NORTH END OF THE WEST MARSHALL AVENUE FRONTAGE ST. NORTH OF THE "T" INTERSECTION OF ST. CHARLES ROAD. ELEVATION = 754.48 NAVD83

**SITE INFORMATION:**  
1. SET-BACK OF HYDRANT OPPOSITE THE NW CORNER OF LOT 1 IN MARY-GOREVA SUBDIVISION ELEVATION = 832.32 NAVD83

**GRADING PLAN NOTES:**  
1. UNLESS OTHERWISE SPECIFIED, TOP OF CURB (TC) AND/OR TOP OF WALK ELEVATIONS ARE 0.5' HIGHER THAN THE ADJACENT FLOOR (FL) OR FINISHED (FS) ELEVATIONS  
2. IN ALL LOCATIONS WHERE ELEVATIONS ARE SHOWN AS "I," THE ELEVATION HAS BEEN DETERMINED BASED ON INTERPOLATED GRADES FROM THE SURVEY CONDUCTED TO VERIFY THESE GRADES PRIOR TO CONSTRUCTION OF ANY IMPROVEMENTS WITHIN THE FOOTPRINT OF THESE INTERPOLATED GRADES AND REPORT THEM TO THE DESIGN ENGINEER FOR VERIFICATION OF FINISHED GRADES PRIOR TO INSTALLATION OF PROPOSED IMPROVEMENTS. DESIGN ENGINEER IS NOT RESPONSIBLE FOR DAMAGES OR IMPROVEMENTS BASED ON THESE GRADES WITHOUT COMPENSATION OF EXISTING ELEVATIONS AT TIME OF CONSTRUCTION.  
3. PARKING, RECREATION AND CURBS ARE NOT TO BE INSTALLED IN SUCH A WAY THAT IT WILL BLOCK THE FLOW OF WATER AWAY FROM THE BUILDING INCLUDING BUT NOT LIMITED TO KEEP HOLES, MOULDS, DRAINAGE SCUPPERS OR FINES AND LANDSCAPING.

**UTILITY PLAN NOTES:**  
1. PRIOR TO CONSTRUCTION OF ANY UTILITY CONSTRUCTION IS TO VERIFY THAT THE PROPOSED UTILITIES SHOWN ON THIS PLAN THAT ENTER THE PROPOSED BUILDINGS CORRESPOND WITH THE UTILITIES ON THE PLUMBING PLANS AS THEY EXIT THE BUILDINGS. CONTRACTOR TO VERIFY IN WRITING ANY DISCREPANCIES IN SIZE, LOCATION, OR INVERT ELEVATION TO THE DESIGN ENGINEER IMMEDIATELY FOR RESOLUTION OF THE CONFLICT IN WRITING.  
2. GENERAL CONTRACTOR TO COORDINATE THE INSTALLATION AND PERMITTING OF THE PUBLIC UTILITIES, SUCH AS GAS, ELECTRIC, TELEPHONE, CABLE AND POPEX OFFICE, WITH THE PUBLIC UTILITY COMPANIES AND ARCHITECT PRIOR TO CONSTRUCTION. THE INSTALLATION OF THE PUBLIC UTILITIES AND NECESSARY SELECTIONS TO BE INCLUDED AS PART OF GENERAL CONTRACTOR'S SCOPE OF WORK FOR THIS PROJECT.

**STORMWATER DETENTION INFORMATION:**  
SITE AREA = 75,543 SF 1.66 ACRES  
EXISTING IMPERVIOUS AREA = 32,324 SF  
EXISTING PERVIOUS AREA = 30,207 SF  
**DISFAIR COUNTY REQUIREMENTS:**  
1. PROVIDE STORMWATER DETENTION FOR NET NEW IMPERVIOUS AREA IF NET NEW IMPERVIOUS AREA AFTER FEBRUARY 15, 1992 EXCEEDS 25,000 SF.  
PROPOSED IMPERVIOUS AREA = 57,710 SF  
NET NEW IMPERVIOUS AREA = 5,374 SF  
NO DETENTION REQUIRED.  
2. PUMP FOR LOT 1  
DUE TO THE PROPOSED USE AS A FUELING STATION, PUMPS ARE PROVIDED ADDING TO DISFAIR COUNTY COUNTYWIDE STORMWATER AND FLOOD PLAN ORDINANCE 13-62.1.1. IMPROVED SHOOT WITH 80'-SHORT TO BE LOCATED AT CH 13  
3. PUMP FOR LOT 2  
THE IMPERVIOUS AREA IS NOT INCREASING BY MORE THAN 2,000 SF FT, THEREFORE NO VOLUME/TAMP STORAGE IS REQUIRED.

NOTE: SHARED ACCESS AND PARKING SHALL BE SUBJECT TO THE TERMS OF THE "DECLARATION OF EASEMENTS, COVENANTS, AND RESTRICTIONS".

NOTE: ALL SITE/PUBLIC IMPROVEMENTS SHOWN FOR LOT 2 ON THIS PLAN WILL BE COMPLETED CONCURRENTLY WITH CONSTRUCTION OF LOT 1.

EXHIBIT B-2



PRELIMINARY  
ENGINEERING PLAN OPTION 2

Prepared For:  
Vocology  
400 N. State Street  
Chicago, IL 60654  
GENEVA-MAIN COMMONS  
Carol Strawn, Architect

Prepared By:  
Mark Ong  
M O N G  
ARCHITECTS  
1411 N. STATE STREET, SUITE 200  
CHICAGO, IL 60610  
TEL: 312.467.2000 FAX: 312.467.2001

DESIGNED BY: REBEKAH  
1500 N. STATE STREET  
CHICAGO, ILL. 60610  
DATE: OCTOBER 14, 2010  
SCALE: 1" = 20'  
PROJECT NO.: 10-001

1 of 1

PRELIMINARY ENGINEERING PLAN OPTION 2





RECEIVED  
 DEC 03 2018  
 COMMUNITY DEVELOPMENT  
 DEPT



ITEM	QTY	UNIT	DESCRIPTION	PRICE	TOTAL
1	1	EA	BRICK WALL	100.00	100.00
2	1	EA	WINDOW	50.00	50.00
3	1	EA	DOOR	150.00	150.00
4	1	EA	SIGN	200.00	200.00
5	1	EA	METAL CANOPY	300.00	300.00
6	1	EA	METAL CORNICE	100.00	100.00
7	1	EA	SPANDREL GLASS	100.00	100.00
8	1	EA	METAL CLADDING	100.00	100.00
9	1	EA	SPANDREL GLASS	100.00	100.00
10	1	EA	METAL CLADDING	100.00	100.00
11	1	EA	SPANDREL GLASS	100.00	100.00
12	1	EA	METAL CLADDING	100.00	100.00
13	1	EA	SPANDREL GLASS	100.00	100.00
14	1	EA	METAL CLADDING	100.00	100.00
15	1	EA	SPANDREL GLASS	100.00	100.00
16	1	EA	METAL CLADDING	100.00	100.00
17	1	EA	SPANDREL GLASS	100.00	100.00
18	1	EA	METAL CLADDING	100.00	100.00
19	1	EA	SPANDREL GLASS	100.00	100.00
20	1	EA	METAL CLADDING	100.00	100.00



EXHIBIT C-2

**Equity**  
 REAL ESTATE  
 1111 N. LAKE ST.  
 CHICAGO, IL 60610  
 312.467.0007  
 WWW.EQUITYRE.COM

**ALEXIS**  
 REAL ESTATE  
 1111 N. LAKE ST.  
 CHICAGO, IL 60610  
 312.467.0007  
 WWW.ALEXISRE.COM

NOTE:  
 METAL BUILDING  
 PROJECT # 18011  
 102 GERRARD ROAD  
 CHANDLER, STREAK, IL 60140

DATE: 11/15/18

DESIGN: ISSUED PER CITY COMMENTS  
 LEGAL: ISSUED PER CITY COMMENTS  
 SITE: ISSUED PER CITY REVIEW

EXTERIOR ELEVATIONS AND SCHEDULE  
 A3.01



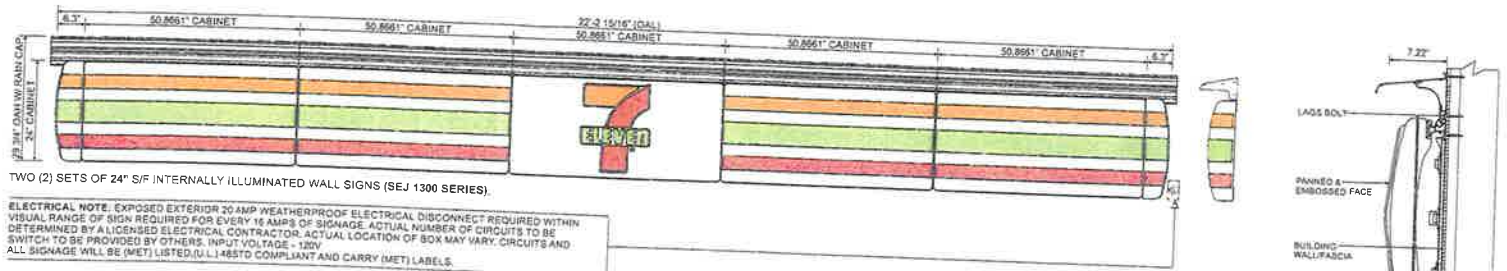








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 COMMUNITY DEVELOPMENT  
 DEPT

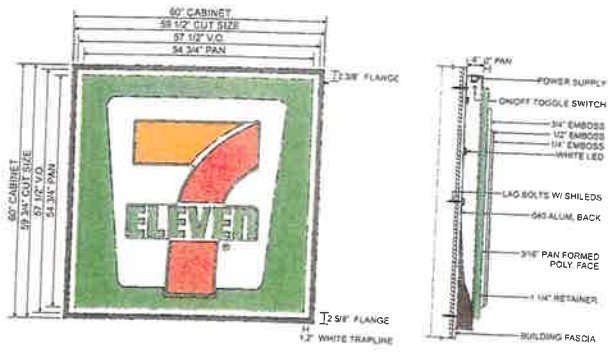


TWO (2) SETS OF 24" S/F INTERNALLY ILLUMINATED WALL SIGNS (SEJ 1300 SERIES).

ELECTRICAL NOTE: EXPOSED EXTERIOR 20 AMP WEATHERPROOF ELECTRICAL DISCONNECT REQUIRED WITHIN VISUAL RANGE OF SIGN REQUIRED FOR EVERY 16 AMPS OF SIGNAGE. ACTUAL NUMBER OF CIRCUITS TO BE DETERMINED BY A LICENSED ELECTRICAL CONTRACTOR. ACTUAL LOCATION OF BOX MAY VARY. CIRCUITS AND SWITCH TO BE PROVIDED BY OTHERS. INPUT VOLTAGE - 120V  
 ALL SIGNAGE WILL BE (MET) LISTED (UL) 1485 TO COMPLIANT AND CARRY (MET) LABELS.

Front Elevation & Side Mounting Detail - SEJ Wall Sign Sections - Sign A  
 1/2" = 1'-0"

Display Square Footage(Cabinet): 44.6



ONE (1) W2S INTERNALLY ILLUMINATED S/F WALL SIGN CABINETS.  
 3/16" THICK PAN FORMED & EMBOSSED WHITE POLYCARBONATE FACE  
 W/ TRANSLUCENT VINYL GRAPHICS APPLIED FIRST SURFACE  
 4" DEEP ALUM. CABINET W/ 1 1/4" RETAINERS TO BE PAINTED DURANODIC BRONZE  
 CABINET TO BE INTERNALLY ILLUMINATED W/ WHITE LEDS.

VINYL SPECS:  
 3M 3630-44 ORANGE.  
 3M 3630-33 RED.  
 3M 3630-26 GREEN  
 PAINT SPECS:  
 DURANODIC BRONZE

7-ELEVEN LOGO  
 DIMENSIONS:  
 OAL: 47"  
 OAL: 42 15/16"

Face & Side Detail - W2S Wall Sign Cabinet - Sign B  
 1/2" = 1'-0"

Display Square Footage(Cabinet): 25.0

EXHIBIT D-3

**harbinger.**  
 sign of the future.  
 5300 Sheff Road, Jacksonville, FL 32217 - 904.266.4488  
 2301 Ohio Dr. Plano, TX 75251 - 972.955.5450

**7-Eleven**  
 7-Eleven #1043390  
 2201 N MAIN STREET  
 CAROL STREAM, IL  
 60187

**SVENSON**  
 Customers/7-Eleven/Art  
 (SV66854-R3) #1043390.cdr

03/21/18 Original Concept  
 05/02/18 Add new labeling elements  
 05/02/18 Add 2nd option of sign panel & mounting plate  
 07/08/18 Revised mounting, new sign, branding, panel break.

CDR: tb  
 Designer: buw  
 DPM: Jim Schultz  
 RCC: uk  
 RED: uk

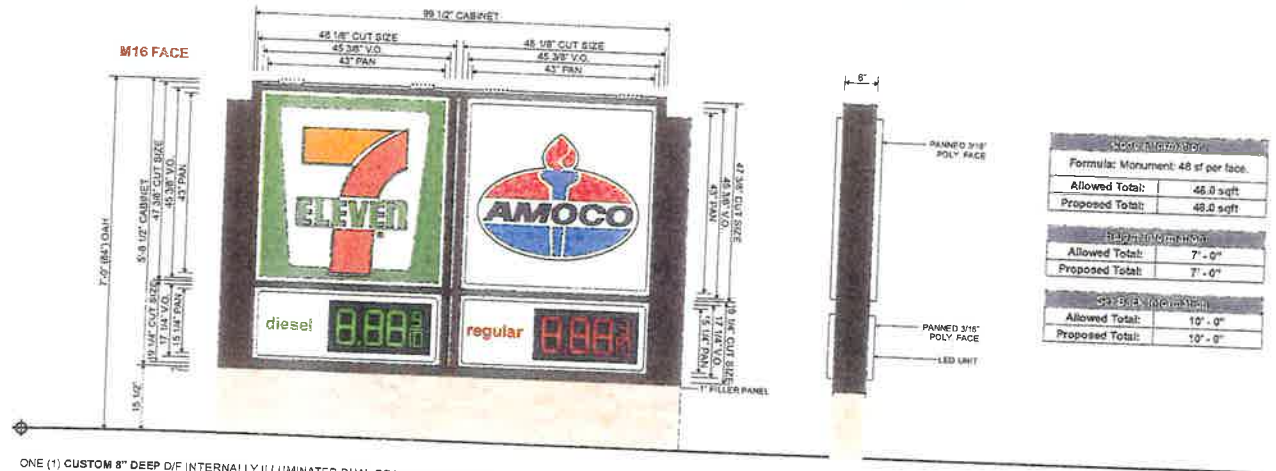
Page: 2

CSA 222.2 No. 297  
 UL 48

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 COMMUNITY DEVELOPMENT  
 DEPT

NOTE: CONCEPTUAL ARTWORK ONLY, ALL ILLUSTRATIONS ARE SUBJECT TO CHANGE PENDING CITY & CUSTOMER REVIEW



MONUMENT SIGNAGE	
Formula: Monument: 48 sqt per face.	
Allowed Total:	48.0 sqft
Proposed Total:	48.0 sqft
SIGNAGE MOUNTING	
Allowed Total:	7' - 0"
Proposed Total:	7' - 0"
SIGN BRACKET MOUNTING	
Allowed Total:	10' - 0"
Proposed Total:	10' - 0"

ONE (1) CUSTOM 8" DEEP D/F INTERNALLY ILLUMINATED DUAL-BRAND SIGN CABINET.

PAINT SPECS: AMOCO WHITE

7-ELEVEN FACE SPECS: STANDARD M16 W/ CUSTOM CUT SIZE: 3/16" THICK PAN FORMED & EMBOSSED WHITE POLYCARBONATE FACES W/ TRANSLUCENT VINYL GRAPHICS APPLIED FIRST SURFACE

VINYL SPECS: 3M 3630-44 ORANGE, 3M 3630-33 RED, 3M 3630-26 GREEN, 3M 3630-20 WHITE & 3M 8520 (LAMINATE)

AMOCO FACE SPECS: 3/16" THICK PAN FORMED & EMBOSSED WHITE POLY. FACES W/ TRANSLUCENT VINYL GRAPHICS APPLIED FIRST SURFACE.

GAS PRICE FACE SPECS: 3/16" THICK PAN FORMED CLEAR POLY. FACE W/ TRANSLUCENT VINYL APPLIED SECOND SURFACE THEN BACK SPRAYED PMS WHITE

AMOCO COLOR SPECS: WHITE, BLACK, RED, BLUE

PROPOSED WITH 8" PRICE-VISION RED & GREEN LEDS.

NOTE: ALL AMOCO SIGNAGE SHOWN IS TO BE APPROVED & SUPPLIED BY APPROVED AMOCO SIGN SUPPLIER. ACTUAL WILL VARY FROM PRESENTATION.

Front Elevation & Side Detail - Custom Dual-Brand Cabinet - Monument Sign Structure - Sign G  
 1/2" = 1'-0"

7-ELEVEN LOGO OPEN SIGNAGE	LED UNIT SIZE: 10.687" X 23.437"
OAH: 36.34"	LED CHARACTER SIZE: 8.364"

Display Square Footage (Cabinet): 48.0

EXHIBIT D-4

**harbinger.**  
 sign of the future

5300 Third Road Jacksonville, FL 32257 904 364 4461  
 2301 Ohio Dr. Plano, TX 75075 972 795 9400



7-Eleven #1043390  
 2201 N MAIN STREET  
 CAROL STREAM, IL  
 60187



F:\Customers\7 Eleven\Art  
 37EN854-R3 4/16/12 MKJ.cdr

01/13/16 00 01/13/16 00  
 01/13/16 00 01/13/16 00  
 01/13/16 00 01/13/16 00  
 01/13/16 00 01/13/16 00

CDR: lb  
 Designer: bw

OPM: Jim Schultz  
 RCC: uk  
 RER: uk

Page: 1

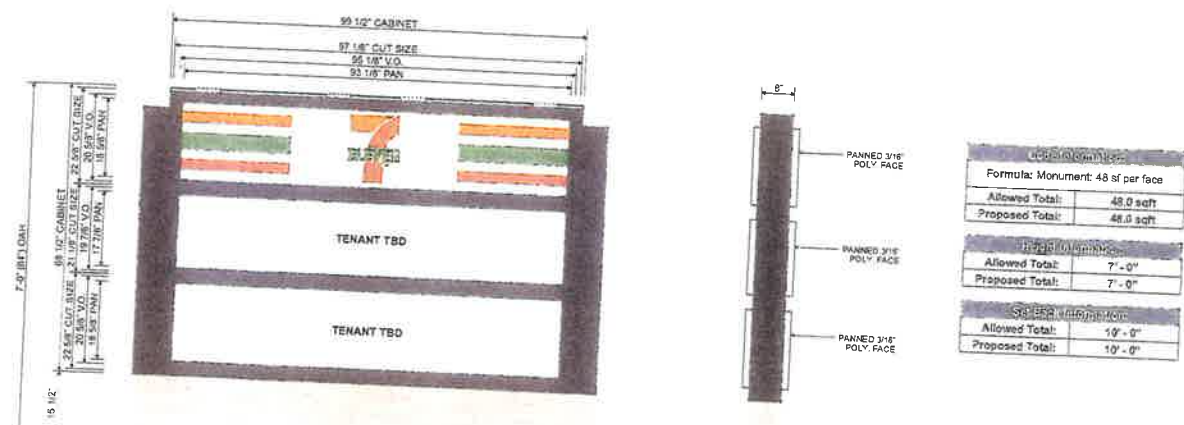


THE SIGNS ON THESE PLANS HAVE BEEN DESIGNED BY MEET TO COMPLY WITH APPLICABLE CODES OR REQUIREMENTS OF THE A.S.C. (A.S.C. MEMBER) AND OF THE CITY OF JACKSONVILLE.

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RECEIVED  
 NOV 18 2016  
 COMMUNITY DEVELOPMENT  
 DEPT

NOTE: CONCEPTUAL ARTWORK ONLY, ALL ILLUSTRATIONS ARE SUBJECT TO CHANGE PENDING CITY & CUSTOMER REVIEW



Upper Monuments	
Formula: Monument: 48 sf per face	
Allowed Total:	48.0 sqft
Proposed Total:	48.0 sqft

Middle Monuments	
Allowed Total:	7' - 0"
Proposed Total:	7' - 0"

Lower Monuments	
Allowed Total:	19' - 0"
Proposed Total:	19' - 0"

ONE (1) CUSTOM 8" DEEP DIF INTERNALLY ILLUMINATED MULTI-TENANT SIGN CABINET.  
 PAINT SPECS: WHITE  
 7-ELEVEN FACE SPECS: CUSTOM: 3/16" THICK PAN FORMED & EMBOSSED WHITE POLYCARBONATE FACES W/ TRANSLUCENT VINYL GRAPHICS APPLIED FIRST SURFACE.  
 VINYL SPECS:  
 3M 3630-44 ORANGE,  
 3M 3630-33 RED,  
 3M 3630-26 GREEN  
 FUTURE TENANT FACE SPECS: 3/16" THICK PAN FORMED WHITE POLYCARBONATE FACES W/ TRANSLUCENT VINYL GRAPHICS APPLIED FIRST SURFACE  
 NOTE: VERTICAL STEEL SUPPORT & FOOTING TO BE SPECIFIED BY ENGINEERING & PROVIDED BY INSTALLER.  
 NOTE: FUTURE TENANTS ARE TBD.

Front Elevation & Side Detail - Custom Multi-Tenant Cabinet - Monument Sign Structure - Sign H  
 1/2" = 1'-0"

Display Square Footage (Cabinet): 48.0

EXHIBIT D-5

**harbinger**  
 sign of the future  
 5350 Shoa Blvd. Jacksonville, FL 32257 | 704.266.4662  
 2301 Ohio Dr. Palm Bay, FL 32909 | 772.903.8490



7 Eleven #1043390  
 2201 N MAIN STREET  
 CHICAGO, ILL  
 60607



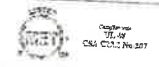
F:\Customers\7 Eleven\Art  
 31VE3624-RJ #1043390.cdr

DATE: 11/18/16  
 TIME: 10:00 AM  
 USER: b.w  
 PLOT: 1

CDR: lb  
 Designer: b.w

DFM Jim Schults  
 RTC UK  
 REP: UK

Page: 8



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IT IS ADVISED THAT THESE PRINTS HAVE BEEN DESIGNED TO MEET OR EXCEED ALL APPLICABLE CODES OR REQUIREMENTS OF THE JURISDICTION AND OF THE 2012 NBC

**EXHIBIT F**

**VILLAGE RESOLUTION  
APPROVING THE FINAL PLAT OF SUBDIVISION**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING A PLAT OF RESUBDIVISION  
(V HOLDINGS, INC., FORMERLY KNOWN AS VEQUITY HOLDINGS, INC./GENEVA-  
MAIN COMMONS, 2201 N. MAIN STREET, 521 S. SCHMALE ROAD, AND 431 E.  
GENEVA ROAD)  
PIN# 05-04-305-006, 05-04-305-008, AND 05-04-305-009**

**WHEREAS**, V Holdings, Inc., formerly known as Vequity Holdings, Inc., hereinafter referred to as the Petitioner, has requested approval of a Plat of Resubdivision to create two lots of approximately 1.04 acres and 0.62 acres each at 2201 N. Main Street, 521 S. Schmale Road, and 431 E. Geneva Road, in accordance with Section 7-2-6 of the Carol Stream Subdivision Code; and

**WHEREAS**, the Plan Commission/Zoning Board of Appeals (the “Combined Board”) of the Village of Carol Stream, at their meeting on December 9, 2019, considered the Plat of Resubdivision and has found it to be in conformance with the Zoning Code, the Subdivision Code, and other Codes of the municipality relating to the particular property herein proposed to be subdivided; and

**WHEREAS**, the Combined Board made its recommendation to the Corporate Authorities regarding the approval of this plat.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, DU PAGE COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, AS FOLLOWS:**

**SECTION 1:** Approval is hereby given to the Plat of Resubdivision, such document being attached to and made a part of this Resolution as Exhibit “A”, drawn by Krisch Land Surveying, LLC, P.O. Box 929, Plainfield, Illinois, 60544.

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

PASSED AND APPROVED THIS \_\_\_\_\_DAY OF \_\_\_\_\_ , 2020.

AYES:

NAYS:

ABSENT:

---

Frank Saverino, Sr. Mayor

ATTEST:

---

Laura Czarnecki, Village Clerk



EXHIBIT G

VILLAGE ONSITE UTILITY MAINTENANCE AGREEMENT

**Onsite Utility Maintenance, Right Of Entry,  
And Hold Harmless Agreement**

(Project Name)

CAROL STREAM, ILLINOIS

THIS AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the (the “**Owner**”), and the Village of Carol Stream, (“**the Village**”).

W I T N E S S E T H:

WHEREAS, Owner owns fee title to the real estate situated in the Village of Carol Stream, DuPage County, Illinois described on Exhibit A (include legal description) attached hereto (the “**Property**”); and

WHEREAS, the Property is to be developed and in connection there with it is necessary to service the Property with sanitary sewer, storm sewer and domestic water to service the Property; and

WHEREAS, some or all of the sanitary sewer, storm sewer and water mains are not located within public right-of-way or dedicated easements and the Village does not maintain sanitary sewers, storm sewers and water mains on privately owned property; and

WHEREAS, the Village of Carol Stream would not permit the connection of such systems to its municipal facilities without the agreements contained herein; and

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, it is agreed as follows:

1. Owner agrees to maintain, at no cost or expense to the Village all of the following, which are not located on public rights-of-way or dedicated easement:
  - (a) All such sanitary sewerage facilities to be located on the Property as shown on the plans entitled, prepared by \_\_\_\_\_, dated \_\_\_\_\_, as approved by the Village, or any amended plans as agreed to and approved by both parties.
  - (b) All such storm sewers, detention basins, swales and appurtenances to be located on the Property as shown on the plans entitled \_\_\_\_\_



\_\_\_\_\_, prepared by \_\_\_\_\_, dated \_\_\_\_\_, as approved by the Village, or any amended plans as agreed to and approved by both parties;

- (c) All such water mains and appurtenances located on the Property; as shown on the plans entitled \_\_\_\_\_, prepared by \_\_\_\_\_, dated \_\_\_\_\_, as approved by the Village, or any amended plans as agreed to and approved by both parties.
  - (d) Maintain the utilities as itemized above in accordance with the Rules and Regulations of the Village of Carol Stream.
2. In the event Owner does not properly maintain the above described water and sanitary sewer services on the Property in accordance with the requirements of the Village, reasonable written notice thereof shall be given to Owner advising Owner that the system is not in conformance with the Village and other applicable agency requirements and deficiencies thereto. In the event the Owner does not diligently and continuously take steps to bring said services into compliance with the applicable requirements, the Village is authorized to enter upon the property to correct deficiencies and to place a lien against the Property until such time that the Village has been fully reimbursed for its actual reasonable expenses in correcting the deficiencies. In an emergency situation, the Village is authorized to enter upon the property in order to remedy the emergency situation.
  3. In the event Owner does not properly maintain the above described storm water collection system and storm water detention lakes and basins to preserve the designed capacity of the basin or should owner allow a public nuisance to exist, the Village is authorized to enter the property to correct deficiencies and to place a lien against the Property until such time that the Village has been fully reimbursed for its actual reasonable expenses in correcting the deficiencies.
  4. (a) Except as otherwise set forth in Section 4(b) below, Owner agrees to save the Village harmless, to defend and pay on behalf of any and all claims for damages resulting from the Village interrupting service to the Property or its entry upon the property or taking remedial action, due to failure of owner to properly maintain the systems described above in accordance with the terms thereof and any other actual claims or damages arising out of this Agreement and the ownership and maintenance of the facilities described herein; and  
(b) The Village agrees to save the Owner harmless from any and all claims for actual damages and other claims or injuries arising out of the negligent or intentional acts of its employees and/or agents while performing services on the Property.
  5. All covenants and agreements of Owner hereunder shall be deemed and taken to be covenants running with the land and shall be binding upon Owner and its successors and assigns. Upon transfer of the Property, the obligations of the

Owner or transferor hereunder shall become the obligations for the transferee and the Owner and transferor shall be relieved from and all obligation and liability hereunder.

6. The Property is legally described in the manner set forth, as Exhibit A, appended to and made a part of this Agreement. This agreement may be recorded.

IN WITNESS WHEREOF, this Agreement was executed as of the day and year first above described.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State

BY: \_\_\_\_\_  
Name

\_\_\_\_\_  
Title

ATTEST:

BY: \_\_\_\_\_  
Notary Public

VILLAGE OF CAROL STREAM

BY: \_\_\_\_\_  
Village Manager

ATTEST:

BY: \_\_\_\_\_  
Village Clerk

**EXHIBIT E**

PETITION TO ANNEX  
INTO THE CAROL STREAM FIRE PROTECTION DISTRICT  
FORM

PETITION FOR ANNEXATION  
TO THE BOARD OF TRUSTEES  
OF THE CAROL STREAM FIRE PROTECTION DISTRICT,  
DUPAGE COUNTY, ILLINOIS

The Owner, \_\_\_\_\_, respectfully petitions to annex to the Carol Stream Fire Protection District, DuPage County, Illinois, the territory located at, Carol Stream, Illinois in unincorporated DuPage County, Illinois, and legally described in Exhibit A attached hereto and made a part hereof.

Petitioner(s) represent and state as follows:

1. The described territory is not within the corporate limits of any fire protection district or municipality providing fire services.
2. The described territory is contiguous to the Carol Stream Fire Protection District, DuPage County, Illinois.
3. There are no electors residing within the described territory.
4. Petitioner is the sole owner of record of all land within the described territory and has executed this Petition as the Owner of the described territory.
5. The Owner is willing that the described territory upon annexation be assessed a proportionate share of the bond indebtedness of the Carol Stream Fire Protection District, if any.

WHEREFORE, Petitioner respectfully request that the Board of Trustees of the Carol Stream Fire Protection District, DuPage County, Illinois, annex the described territory in accordance with the provisions of this Petition and in accordance with law.

OWNER:

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

STATE OF ILLINOIS        )  
  )  SS  
COUNTY OF DUPAGE        )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, personally known to me to be the Manager of \_\_\_\_\_ and personally known to me to be the same person whose name is subscribed to the foregoing Petition to Annex, appeared before me this day in person and severally acknowledged that he signed and delivered the said Petition to Annex pursuant to authority given by said Company, as his free and voluntary act, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this \_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

RESOLUTION NO. \_\_\_\_\_

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

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

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

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

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

SECTION 1: That the Mayor and Board of Trustees of the Village of Carol Stream find that the personal property described in Exhibit "A", now owned by the Village of Carol Stream, is no longer useful and authorize its disposal per the attached memorandum dated March 10, 2020

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

PASSED AND APPROVED THIS 16<sup>th</sup> DAY OF MARCH, 2020

AYES:

NAYS:

ABSENT:

\_\_\_\_\_  
Matthew McCarthy, Mayor Pro Tem

ATTEST:

\_\_\_\_\_  
Laura Czarnecki, Village Clerk

## EXHIBIT "A"

# *Village of Carol Stream* Interdepartmental Memo

TO: Bob Mellor, Village Manager  
FROM: Philip J. Modaff, Director of Public Works  
DATE: March 10, 2020  
RE: Surplus- Truck 12, Ford F-350

The Department has identified the equipment below to be declared surplus.


**Truck 12- 2005 Ford F350 SD, VIN #1FTWX31P35EB72472**



This truck was going to be stepped down to replace the old mechanics shop truck back in 2014-2015. However, a Tahoe became available through the Police Department at that time and was subsequently moved to the mechanics garage. Truck 12 was moved back to the streets division where it served as a back-up truck and for snow plowing operations. This truck was scheduled to be used by the previously budgeted Facility Tech in Public Works, but with the elimination of that position, there is no longer a need for this vehicle.

Staff recommends that this item be declared surplus by the Mayor and Board of Trustees and that the Public Works Director be authorized to dispose of it via public auction.

*Village of Carol Stream*  
Interdepartmental Memo

**TO:** Bob Mellor, Village Manager   
**FROM:** Marc Talavera, Information Technology Director  
**DATE:** March 12, 2020  
**RE:** Surplus Equipment

Staff is requesting the Village Board to declare the following list of electronic equipment surplus that are no longer useful or of value for Village operations and transfer ownership to the Carol Stream Public Library. Please see attachment Exhibit 1.

As per the Intergovernmental Agreement for I.T. Services, the Village's I.T. Department is responsible for the Carol Stream Public Library's technical infrastructure. Though the hard drives noted on Exhibit 1 are no longer useful to the Village, they are superior to the drives currently used by the Library. If approved, I.T. staff will complete a digital sanitization of the drives and reinstall them in the Library computers to improve the Library staff's computing experience. The value of the equipment is approximately \$1000.00 (\$40.00/per hard drive).

**RESOLUTION NO. \_\_\_\_\_**

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

**WHEREAS**, in the opinion of the Corporate Authorities of the Village of Carol Stream, Illinois, it is no longer necessary or useful, or for the best interests of the Village of Carol Stream to retain ownership of the personal property described in “Exhibit 1”; and

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

**WHEREAS**, it has been determined by the Mayor and Board of Trustees of the Village of Carol Stream to transfer ownership of all equipment listed in Exhibit 1 to the Carol Stream Public Library.

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

SECTION 1: That the Mayor and Board of Trustees of the Village of Carol Stream find that the personal property described in Exhibit “1”, now owned by the Village of Carol Stream, is no longer useful and authorize a transfer of ownership to the Carol Stream Public Library.

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

PASSED AND APPROVED THIS 16<sup>th</sup> DAY OF MARCH, 2020.

AYES:

NAYS:

ABSENT:

\_\_\_\_\_  
Matthew McCarthy, Mayor Pro Tem

ATTEST:

\_\_\_\_\_  
Laura Czarnecki, Village Clerk



Device	Make	Model Number	Serial Number	Qty	Notes
laptop hard drive	Samsung	MZ-7LN256D	S1ZTNXAG737523	1	
laptop hard drive	Samsung	MZ-7LN256D	S1ZTNXAG737862	1	
laptop hard drive	Samsung	MZ-7LN256D	S1ZTNXAG737233	1	
laptop hard drive	Samsung	MZ-7LN256D	S1ZTNXAG737540	1	
laptop hard drive	Samsung	MZ-7LN256D	S1ZTNXAG737855	1	
laptop hard drive	Samsung	MZ-7LN256D	S1ZTNXAG722472	1	
laptop hard drive	Samsung	MZ-7LN256D	S1ZTNXAG737544	1	
laptop hard drive	Samsung	MZ-7LN256D	S1ZTNXAG737863	1	
laptop hard drive	Samsung	MZ-7LN256D	S1ZTNXAG737542	1	
laptop hard drive	Samsung	MZ-7LN256D	S1ZTNXAG737211	1	
laptop hard drive	Samsung	MZ-7LN256D	S1ZTNXAG737234	1	
laptop hard drive	Samsung	MZ-7LN256D	S1ZTNXAG737241	1	
laptop hard drive	Samsung	MZ-7LN256D	S1ZTNXAG737532	1	
laptop hard drive	Samsung	MZ-7LN256D	S1ZTNXAG722511	1	
laptop hard drive	Samsung	MZ-7LN256D	S1ZTNXAG737543	1	
laptop hard drive	Samsung	MZ-7LN256D	S1ZTNXAG722509	1	
laptop hard drive	Samsung	MZ-7LN256D	S1ZTNXAG722481	1	
laptop hard drive	Samsung	MZ-7LN256D	S1ZTNXAG737624	1	
laptop hard drive	Samsung	MZ-7LN256D	S1ZTNXAG737812	1	
laptop hard drive	Samsung	MZ-7LN256D	S1ZTNXAG737524	1	
laptop hard drive	Samsung	MZ-7LN256D	S1ZTNXAG737142	1	
laptop hard drive	Samsung	MZ-7LN256D	S1ZTNXAG737525	1	
laptop hard drive	Samsung	MZ-7LN256D	S1ZTNXAG737832	1	
laptop hard drive	Samsung	MZ-7LN256D	S1ZTNXAG737811	1	
laptop hard drive	Samsung	MZ-7LN256D	S1ZTNXAG737541	1	

*Village of Carol Stream*  
**Interdepartmental Memo**

**TO:** Village Trustees  
**FROM:** Frank Saverino, Sr., Mayor *FSR*  
**DATE:** March 2, 2020  
**RE:** Reappointment of Anthony Simonetta to the Police Pension Fund Board

---

The term of Anthony Simonetta on the Police Pension Fund Board expires April 30, 2020. Mr. Simonetta has served with distinction on the Police Pension Board and has expressed an interest in continuing to serve the community. I am therefore please to recommend appointment of Anthony Simonetta to a two (2) year term on the Police Pension Fund Board to commence on May 1, 2020 and conclude on April 30, 2022. Your concurrence with this recommendation is requested.

FS/dk

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on MARCH 16,2020**

**AGENDA ITEM**  
L-1 3/16/20

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>4IMPRINT</b>					
VOLUNTEER PARTY	684.78	01664700-53325	COMMUNITY RELATIONS	19432919	
	<u>684.78</u>				
<b>ABBOTT TREE CARE</b>					
SNOW REMOVAL 2/6/20	2,467.03	01670200-52266	SNOW REMOVAL	17919 PO-3766	
	<u>2,467.03</u>				
<b>ACCURATE OFFICE SUPPLY CO</b>					
OFFICE SUPPLIES	54.63	01640100-53314	OFFICE SUPPLIES	504353	
OFFICE SUPPLIES	80.00	01690100-53314	OFFICE SUPPLIES	502970	
OFFICE SUPPLIES	103.87	01670100-53317	OPERATING SUPPLIES	502970	
OFFICE SUPPLIES	31.98	01600000-53314	OFFICE SUPPLIES	507508	
	<u>270.48</u>				
<b>ADVANCE AUTO PARTS PROFESSIONAL</b>					
FE BULB	12.94	01696200-53354	PARTS PURCHASED	2420-458588	
FE FITTING	22.54	01696200-53354	PARTS PURCHASED	2420-459147	
FE GASKET MAKER	27.81	01696200-53354	PARTS PURCHASED	2420-458265	
FE SENSOR	37.77	01696200-53354	PARTS PURCHASED	2420-458914	
FE TAX CREDIT	-9.32	01696200-53354	PARTS PURCHASED	2420-459845	
FE TAX CREDIT	-3.73	01696200-53354	PARTS PURCHASED	2420-459847	
FE TAX CREDIT	-0.76	01696200-53354	PARTS PURCHASED	2420-459849	
FE TAX CREDIT	-0.74	01696200-53354	PARTS PURCHASED	2420-459846	
FE TAX CREDIT	-0.41	01696200-53354	PARTS PURCHASED	2420-459848	
FE VALVE STEM	77.65	01696200-53354	PARTS PURCHASED	2420-458661	
JA BATTERY	172.81	01696200-53354	PARTS PURCHASED	2420-458429	
JA BEARINGS	789.98	01696200-53354	PARTS PURCHASED	2420-458248	
JA FITTING	2.99	01696200-53354	PARTS PURCHASED	2420-457674	
	<u>1,129.53</u>				

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<b>ADVANCED WEIGHING SYSTEMS INC</b>					
SCALE RECERT	435.00	01662300-52234	DUES & SUBSCRIPTIONS	27530	
	<u>435.00</u>				
<b>AIR ONE EQUIPMENT INC</b>					
ELECTRICAL TEST	32.50	01670300-53317	OPERATING SUPPLIES	152864	
ELECTRICAL TEST	32.50	04101500-53317	OPERATING SUPPLIES	152864	
	<u>65.00</u>				
<b>AIRLINE PURCHASE MASTERCARD</b>					
AIRFARE-LIFESAVERS 3/13-3/18/20	252.95	01-13010	PRE-PAID ITEMS	OYHLZ4	
AIRFARE-LIFESAVERS 3/13-3/18/20	252.95	01-13010	PRE-PAID ITEMS	OYHLZ4	
	<u>505.90</u>				
<b>AJD CONCRETE CONSTRUCTION CORP</b>					
SNOW REMOVAL-GLENBARD SIDEWALK 2/26/20	780.00	01670200-52266	SNOW REMOVAL	2020-442 PO-3767	
SNOW REMOVAL-SILVERLEAF 2/26/20	120.00	01670200-52266	SNOW REMOVAL	2020-443 PO-3767	
	<u>900.00</u>				

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<b>AMAZON.COM</b>					
BLANK MEDIA	179.90	01662700-53317	OPERATING SUPPLIES	1763410	
BLANK MEDIA	240.90	01662700-53317	OPERATING SUPPLIES	4443428	
CABLE	7.99	01670400-53317	OPERATING SUPPLIES	2640252	
CAMERA STABILIZER, TOOLS	129.00	01750000-52288	CONCERT SERIES	0655423	
CANNED AIR (12)	37.30	01652800-53314	OFFICE SUPPLIES	0961821	
CAROL MEMORIAL DISPLAY	759.74	01680000-53319	MAINTENANCE SUPPLIES	9081056	
CONNECTORS	10.98	01662700-52244	MAINTENANCE & REPAIR	0533850	
DOORBELL	29.99	01662700-53317	OPERATING SUPPLIES	8711451	
DRY STICK/HYGROMETER/DEHUMIDIFIER	65.97	01662700-53323	WEAPONS	2985015	
DYE TAB'S	198.00	04201600-53331	CHEMICALS	7054662	
EVIDENCE MEDIA	995.87	01662700-53317	OPERATING SUPPLIES	9247410	
EYE WASH WTR ADDITIVE	21.93	01670100-53317	OPERATING SUPPLIES	3168267	
EYE WASH WTR ADDITIVE	21.94	04201600-53317	OPERATING SUPPLIES	3168267	
FE FITTINGS	25.08	01696200-53354	PARTS PURCHASED	2141041	
FE INVERTER	343.98	01696200-53354	PARTS PURCHASED	8201821	
FE VALVE	208.88	01696200-53354	PARTS PURCHASED	2921843	
FRIDGE WATER FILTERS	48.99	01680000-53319	MAINTENANCE SUPPLIES	4378613	
GATE ROLLER	29.98	01670400-53317	OPERATING SUPPLIES	0314679	
GLOVES-NICK S	66.95	01670300-53317	OPERATING SUPPLIES	5006613	
GRINDING WHEELS, CABLE	19.32	01696200-53317	OPERATING SUPPLIES	2640252	
OFFICE SUPPLIES	9.99	01610100-53317	OPERATING SUPPLIES	4020259	
OFFICE SUPPLIES	25.98	01640100-53314	OFFICE SUPPLIES	5672231	
OFFICE SUPPLIES	27.43	01610100-53317	OPERATING SUPPLIES	0988253	
OFFICE SUPPLIES	70.57	01640100-53314	OFFICE SUPPLIES	0879466	
PLUMBING PARTS	14.50	01670400-53317	OPERATING SUPPLIES	0111446	
PLUMBING SUPPLIES	19.72	01670400-53317	OPERATING SUPPLIES	5580248	
REPLACE HEADSET	39.89	01652800-53317	OPERATING SUPPLIES	7444216	
SAFETY VESTS	57.93	04101500-53317	OPERATING SUPPLIES	7098648	
SAFETY VESTS	57.94	01670400-53317	OPERATING SUPPLIES	7098648	
SCADA UPS BATTERY	48.99	01652800-53317	OPERATING SUPPLIES	3007455	

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SFP CABLES FOR SERVER	35.98	01652800-53317	OPERATING SUPPLIES	5887453	
SUPPLIES	14.97	01662700-53317	OPERATING SUPPLIES	1446654	
SUPPLIES-BUNK ROOM	109.94	01662700-53317	OPERATING SUPPLIES	3085031	
TOOLS/1ST AID SIGN	19.97	01680000-53319	MAINTENANCE SUPPLIES	0655423	
UNIFORM-BOOTS-RUSS	84.99	01642100-53324	UNIFORMS	6113027	
VOLUNTEER PARTY	37.98	01664700-53325	COMMUNITY RELATIONS	5702607	
VOLUNTEER PARTY	199.50	01664700-53325	COMMUNITY RELATIONS	2294612	
VOLUNTEER PARTY	236.34	01664700-53325	COMMUNITY RELATIONS	8634647	
WIRELESS KEYBOARD	27.23	01662400-53317	OPERATING SUPPLIES	3777075	
WORK GLOVES	191.71	01670400-53317	OPERATING SUPPLIES	4298656	
WORK GLOVES	191.71	04101500-53317	OPERATING SUPPLIES	4298656	
	<b>4,965.95</b>				
<b>AMERICAN PUBLIC WORKS ASSOCIATION</b>					
PW WEEK POSTERS	17.94	01670100-52274	COMMUNITY SERVICE PROGRAMS	234253	
PW WEEK POSTERS	17.94	04200100-52274	COMMUNITY SERVICE PROGRAMS	234253	
	<b>35.88</b>				
<b>ARTISTIC ENGRAVING</b>					
RETIREMENT	290.00	01660100-53317	OPERATING SUPPLIES	15025	
	<b>290.00</b>				
<b>ASCAP</b>					
TOWN CENTER MUSIC	363.00	01750000-52288	CONCERT SERIES	041821	
	<b>363.00</b>				
<b>AUTODESK, INC</b>					
AUTO CAD LICENSE	400.00	01652800-52255	SOFTWARE MAINTENANCE	9057794593	
	<b>400.00</b>				
<b>BANANA REPUBLIC</b>					
CLOTH ALLOW - ROE	165.60	01662400-53324	UNIFORMS	4323	
	<b>165.60</b>				

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<b>BASIC IRRIGATION SERVICES INC</b>					
TC-BULB REPLACEMENT	654.00	01670600-52244	MAINTENANCE & REPAIR	26590	
	<u>654.00</u>				
<b>BAXTER &amp; WOODMAN INC</b>					
DESIGN WRC DE-WATERING PAY #8 FINAL PO-37:	1,180.00	04101100-54480	CONSTRUCTION	0211709	20200044
WRC DEWATERING-PHASE II DESIGN PAY#2	34,330.00	04101100-54480	CONSTRUCTION	0211710 PO-3775	
	<u>35,510.00</u>				
<b>BEDROCK EARTHSCAPES LLC</b>					
SEEDING WORK-COMMUNITY PARK 3/4/20 CO#1	5,000.00	01620600-52272	PROPERTY MAINTENANCE	1186	20200012
	<u>5,000.00</u>				
<b>BHFX DIGITAL IMAGING</b>					
SERVICE CALL-FORMAT PRINTER CANON IPF765L	195.00	01620100-52226	OFFICE EQUIPMENT MAINTENAN	358069	
SERVICE CALL-FORMAT PRINTER OCE300	195.00	01620100-52226	OFFICE EQUIPMENT MAINTENAN	358070	
	<u>390.00</u>				
<b>BROADCAST MUSIC INC</b>					
TOWN CENTER MUSIC	364.00	01750000-52288	CONCERT SERIES	36832142	
	<u>364.00</u>				
<b>C S FIRE PROTECTION DISTRICT</b>					
PERMITS-AUGUST 2019 UNDERPAID	20.00	01-24416	DEPOSIT-FIRE DISTRICT PERMIT	PERMITS AUG.2019	
PERMITS-FEBRUARY 2020	560.00	01-24416	DEPOSIT-FIRE DISTRICT PERMIT	PERMITS FEB 2020	
PERMITS-JANUARY 2020	1,070.00	01-24416	DEPOSIT-FIRE DISTRICT PERMIT	PERMITS JAN 2020	
	<u>1,650.00</u>				
<b>CANON FINANCIAL SERVICES INC</b>					
02/2020 COPIER LEASE	910.00	01652800-52226	OFFICE EQUIPMENT MAINTENAN	21109706	
	<u>910.00</u>				

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<b>CAROL STREAM LAWN &amp; POWER</b>					
CHAINSAW LUBE	78.22	01670700-53317	OPERATING SUPPLIES	444840	
	<u>78.22</u>				
<b>CAROL STREAM PARK DISTRICT</b>					
FEB 2020 DOG PARK PASSES	30.00	01-24236	BARK PARK MEMBERSHIP	FEB 2020 PARK PASSES	
	<u>30.00</u>				
<b>CDW GOVERNMENT LLC, CDW GOVERNMENT,CDWG</b>					
MICROSOFT AGREEMENT	33,961.61	01652800-52255	SOFTWARE MAINTENANCE	WKD3983 PO-1870	
	<u>33,961.61</u>				
<b>CERTIFIED POWER SOLUTIONS</b>					
JA MONITOR	761.42	01696200-53354	PARTS PURCHASED	INV38035	
	<u>761.42</u>				
<b>CH2MHILL OMI</b>					
WRC OPERATING EXPENSES-APRIL 2020	146,962.41	04101100-52262	WRC CONTRACT	351199-23-12	20200020
	<u>146,962.41</u>				
<b>CHEMICAL CONTAINERS INC</b>					
FE PUMP	579.99	01696200-53354	PARTS PURCHASED	592673	
	<u>579.99</u>				
<b>CHRISTMAS SHARING PROGRAM</b>					
FY 19/20 X-MAS SHARING DONATIONS	3,533.07	01-24223	CHRISTMAS SHARING	FY 19/20 DONATIONS	
	<u>3,533.07</u>				
<b>CLEAN CUT TREE CARE</b>					
COMMUNITY PARK-BRUSH CLEARING	7,000.00	01620600-52272	PROPERTY MAINTENANCE	5833 PO-462612	
	<u>7,000.00</u>				



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<b>COMCAST CABLE</b>					
01/20/20-02/19/20 FEE	86.95	01664700-53330	INVESTIGATION FUND	0483228 01/16/20	
COMCAST ELEVATOR POTS 1/20-2/19/20	86.65	01652800-52230	TELEPHONE	0010112 01/16/20	
	<u>173.60</u>				
<b>COMED</b>					
505 NORTH AVE-BILLS LATE PAYMENT CHARGE	627.39	01670300-53213	STREET LIGHT ELECTRICITY	0455095075 02/19/20.	
633 THUNDERBIRD 1/21-2/19/20	136.76	01670300-53213	STREET LIGHT ELECTRICITY	0455095075 02/19/20	
SW-MORTON & LIES 1/29/20-2/27/20	239.47	01670300-53213	STREET LIGHT ELECTRICITY	0815164035 02/27/20	
	<u>1,003.62</u>				
<b>CONSTELLATION NEW ENERGY</b>					
300 BENNETT-16834942401 1/23-2/21/20	2,063.13	01670300-53213	STREET LIGHT ELECTRICITY	7280332-16 02/24/20	
	<u>2,063.13</u>				
<b>CORE &amp; MAIN LP</b>					
8" VALVE	922.00	04201600-53317	OPERATING SUPPLIES	M003214	
B-BOX PARTS	396.00	04201600-53317	OPERATING SUPPLIES	L964284	
	<u>1,318.00</u>				
<b>CYBERSOURCE CORP</b>					
AUTHNET GATEWAY FEE-FEB 2020	25.00	01610100-52256	BANKING SERVICES	AUTHNET 02/29/20	
AUTHNET TRANS FEE-FEB 2020	26.35	01610100-52256	BANKING SERVICES	CYBER SRC 02/29/20	
	<u>51.35</u>				
<b>DELL MARKETING LP</b>					
TABLET FOR PW GARAGE STAFF	2,229.89	01652800-54413	COMPUTER EQUIPMENT	10377992895	
	<u>2,229.89</u>				
<b>DISCOVERY BENEFITS</b>					
FLEX ADMIN-FEBRUARY 2020	240.00	01600000-52273	EMPLOYEE SERVICES	0001125328-IN	
	<u>240.00</u>				

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<b>DOCUMENT IMAGING DIMENSIONS, INC</b>					
ROLL CALL-PRINTER,TONER	150.00	01652800-52226	OFFICE EQUIPMENT MAINTENANCE	1707	
	<u>150.00</u>				
<b>DRI-STICK DECAL CORP</b>					
2020-21 VIDEO GAMING DECAL	372.65	01610100-53315	PRINTED MATERIALS	366827	
	<u>372.65</u>				
<b>DRIVERS LICENSE GUIDE COMPANY</b>					
US ID MANUAL	82.50	01662400-52234	DUES & SUBSCRIPTIONS	199546	
	<u>82.50</u>				
<b>DSA INC</b>					
AR-PARTS BOLTS	195.00	01662700-53323	WEAPONS	591359	
	<u>195.00</u>				
<b>DSW SHOEWAREHOUSE</b>					
CLOTH ALLOW - BUSCH	99.99	01664700-53324	UNIFORMS	058891	
	<u>99.99</u>				
<b>DUPAGE CHRYSLER DODGE JEEP</b>					
FE HOSE	49.28	01696200-53354	PARTS PURCHASED	78310	
FE RELAYS	69.08	01696200-53354	PARTS PURCHASED	78326	
FE SEAT	693.00	01696200-53354	PARTS PURCHASED	78570	
	<u>811.36</u>				
<b>DUPAGE COUNTY</b>					
FY20-RMS FEES	46,673.57	01660100-52255	SOFTWARE MAINTENANCE	19-PRMS106	
	<u>46,673.57</u>				
<b>DUPAGE COUNTY INFORMATION TECHNOLOGY</b>					
CJIS ACCESS-QTR END DEC/JAN/FEB	750.00	01662600-52247	DATA PROCESSING	IA 591	
	<u>750.00</u>				

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<b>DUPAGE SENIOR CITIZEN COUNCIL</b>					
SENIOR COUNCIL DONATION	10,000.00	01520000-52274	COMMUNITY SERVICE PROGRAMS2020 DONATION		
	<u>10,000.00</u>				
<b>DUPAGE WATER COMMISSION</b>					
WATER PURCHASE-JANUARY 2020	442,956.22	04201600-52283	DUPAGE CTY WATER COMMISSION12/31/19-01/31/20		
	<u>442,956.22</u>				
<b>FEDEX</b>					
DUI KIT TO LAB	16.52	01662400-53317	OPERATING SUPPLIES	779815525954	
DUI KITS TO LAB	9.49	01662400-53317	OPERATING SUPPLIES	390273369671	
DUI KITS TO LAB	11.75	01662400-53317	OPERATING SUPPLIES	390175204010	
OVERCHARGE REFUND	-4.65	01662400-53317	OPERATING SUPPLIES	5-029-34729	
OVERCHARGE REFUND	-0.33	01662400-53317	OPERATING SUPPLIES	9999	
REFUND FOR OVERCHARGE	-6.35	01662400-53317	OPERATING SUPPLIES	5-029-34729	
	<u>26.43</u>				
<b>FERGUSON ENTERPRISES INC</b>					
BOILER FILTER REPLACE	133.28	01680000-53319	MAINTENANCE SUPPLIES	096339	
	<u>133.28</u>				
<b>FIRESTONE COMPLETE AUTO CARE</b>					
FE TIRES	869.88	01696200-53354	PARTS PURCHASED	072269	
	<u>869.88</u>				
<b>FOURTH OF JULY PARADE COMMITTEE</b>					
TRANSFER OF JUNE/JULY WATER BILL DONATION	1,803.64	01-24224	JULY 4TH DONATIONS	JULY 4 PARADE 2020	
	<u>1,803.64</u>				
<b>FULL LIFE SAFETY CENTER</b>					
GAS MONITOR CALIBRATE	155.00	04201600-52244	MAINTENANCE & REPAIR	51786	
GAS MONITOR CALIBRATE	360.62	04201600-52244	MAINTENANCE & REPAIR	51705	
	<u>515.62</u>				

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<b>GALLS LLC</b>					
UNIFORM-BUCHOLZ	170.30	01662700-53324	UNIFORMS	014758019	
UNIFORM-CHACON	246.05	01662700-53324	UNIFORMS	014871426	
UNIFORM-FREER	279.75	01662700-53324	UNIFORMS	014757578	
UNIFORM-MABBITT	130.10	01662700-53324	UNIFORMS	014757940	
UNIFORM-MOZALEWSKI	350.65	01662700-53324	UNIFORMS	014806288	
	<b>1,176.85</b>				
<b>GARVEY'S OFFICE SUPPLIES</b>					
OFFICE SUPPLIES	48.47	01662600-53314	OFFICE SUPPLIES	PINV1874959	
OFFICE SUPPLIES	65.72	01662600-53314	OFFICE SUPPLIES	PINV1866948	
OFFICE SUPPLIES	132.45	01662600-53314	OFFICE SUPPLIES	B2B1334984	
OFFICE SUPPLIES	136.76	01662600-53314	OFFICE SUPPLIES	PINV1869930	
OFFICE SUPPLIES	205.15	01662600-53314	OFFICE SUPPLIES	PINV1868294	
	<b>588.55</b>				
<b>GOVTEMPSUSA LLC</b>					
ACCOUNTS CLERK-A RETSKE 2/16, 2/23/20	1,176.00	04103100-52253	CONSULTANT	2980081	
ACCOUNTS CLERK-A RETSKE 2/16, 2/23/20	1,176.00	04203100-52253	CONSULTANT	2980081	
AMR ASSISTANCE-M SCHULTZ 2/16, 2/23/20	1,813.40	04201400-52253	CONSULTANT	2980082	20200001
LIBRARY TECH-N BOYD 2/16, 2/23/20	3,426.40	01652800-52253	CONSULTANT	2980080	
OFFICE MANAGER-D KALKE 2/16, 2/23/20	3,170.40	01590000-52253	CONSULTANT	2980079	
	<b>10,762.20</b>				
<b>GRAINGER</b>					
FLUORESCENT LAMPS	8.04	01670400-53317	OPERATING SUPPLIES	9431618363	
MAINTENANCE SUPPLIES-TC	112.99	01680000-52219	TC MAINTENANCE	9434345766	
PPE BAG	48.07	04101500-53317	OPERATING SUPPLIES	9426253168	
REPLACEMENT BELT HVAC	240.30	01680000-53319	MAINTENANCE SUPPLIES	1373195765	
SUMP PUMP'S	676.20	04201600-53317	OPERATING SUPPLIES	9415874024	
	<b>1,085.60</b>				

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<b>GRANITE TELECOMMUNICATIONS</b>					
TELCO SERVICE 2/1-2/29/20 ACT.03966738	864.35	01652800-52230	TELEPHONE	476242820 02/01/20	
TELCO SERVICE 3/1-3/31/20 ACT.03966738	864.35	01652800-52230	TELEPHONE	478821607 03/01/20	
	<u>1,728.70</u>				
<b>HAVIS INC</b>					
HAVIS DOCK REPAIR	199.00	01652800-53317	OPERATING SUPPLIES	INV115625	
	<u>199.00</u>				
<b>HAWK FORD OF ST CHARLES</b>					
OUTSOURCING REPAIR	488.82	01696200-53353	OUTSOURCING SERVICES	131170	
	<u>488.82</u>				
<b>HEARTLAND RECYCLING-AURORA CCDD,LLC</b>					
HAULING SPOILS	334.50	04201600-53317	OPERATING SUPPLIES	0000021692	
SPOIL HAULING	1,123.50	04201600-53317	OPERATING SUPPLIES	0000021724	
	<u>1,458.00</u>				
<b>HENDERSON PRODUCTS INC</b>					
FE HANDLE	40.93	01696200-53354	PARTS PURCHASED	307955	
	<u>40.93</u>				
<b>HOBBY LOBBY</b>					
VOLUNTEER PARTY	2.99	01664700-53325	COMMUNITY RELATIONS	057689	
	<u>2.99</u>				

**Village of Carol Stream  
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>HOME DEPOT</b>					
B-BOX PARTS	108.96	04201600-53317	OPERATING SUPPLIES	5023090	
BATTERIES FOR RIFLES	59.96	01662700-53323	WEAPONS	8014016	
CLEANING SUPPLIES TC	57.88	01680000-53319	MAINTENANCE SUPPLIES	5013312	
COUPLINGS,PAINT,BLADE	27.49	01696200-53317	OPERATING SUPPLIES	5023076	
DOOR STOPS	63.14	01670400-53317	OPERATING SUPPLIES	6212186	
HEAVY TRASH BAGS	37.94	01662400-53317	OPERATING SUPPLIES	4013425	
KEYS FOR PAINT ROOM	23.76	04201600-53317	OPERATING SUPPLIES	2242174	
MAILBOX KITS	107.82	01670200-53317	OPERATING SUPPLIES	0011845	
OVERHEAD LIGHT LENSES	32.91	01670400-53317	OPERATING SUPPLIES	9013958	
PVC	6.60	01696200-53317	OPERATING SUPPLIES	8021642	
PVC-RETURN	-5.82	01696200-53317	OPERATING SUPPLIES	8304344	
PVC/PAINT	9.80	01696200-53317	OPERATING SUPPLIES	0011896	
SEALER	13.64	01670400-53317	OPERATING SUPPLIES	0011896	
SUMP PUMP PARTS	18.12	04201600-53317	OPERATING SUPPLIES	7211998	
TRASH BAGS	20.71	01670400-53317	OPERATING SUPPLIES	0022486	
VH-SPREADER	36.48	01680000-53319	MAINTENANCE SUPPLIES	0625962	
WATER FILTER-PDFRIDGE	49.99	01680000-53319	MAINTENANCE SUPPLIES	9512604	
	<b>669.38</b>				
<b>HOTELS-MASTERCARD</b>					
ILCMA CONFERENCE-J CAREY 2/5-2/7/20	318.08	01590000-52223	TRAINING	289962099	
LODG-IDEOA JUNGERS, ANDREJEVIC 4/1-4/2/20	501.80	01660100-52223	TRAINING	920007027883	
LODG-TRAINING WAJDOWICZ, KOTNAUR 2/11-2/	93.24	01662300-52223	TRAINING	87150861	
LODG-TRAINING WAJDOWICZ, KOTNAUR 2/11-2/	93.24	01662300-52223	TRAINING	87150861	
	<b>1,006.36</b>				
<b>IPELRA</b>					
EMP LAW SEMINAR	414.00	01600000-52223	TRAINING	01E05WR9DDJJ	
EMP LAW SEMINAR	438.00	01590000-52223	TRAINING	01E05WR9S9S7	
EMP LAW SEMINAR	876.00	01670100-52223	TRAINING	01E05WR9SBBD	
	<b>1,728.00</b>				

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<b>IAFCI</b>					
IL FINANCIAL CRIME SEMINAR-GREY 3/4/20	110.00	01664700-52223	TRAINING	46328	
	<b>110.00</b>				
<b>IEPA</b>					
LOAN PAYMENT 04/15/20	22,473.53	04100100-56491	LOAN INTEREST	BILL 31 L17-1772	
LOAN PAYMENT 04/15/20	191,851.66	04100100-56490	LOAN PRINCIPAL	BILL 31 L17-1772	
	<b>214,325.19</b>				
<b>ILEETA</b>					
ILEETA CONFERENCE-BULLERI 3/23-3/28/20	410.00	01662700-52223	TRAINING	15403	
ILEETA CONFERENCE-CLUEVER 3/23-3/28/20	410.00	01662300-52223	TRAINING	15381	
ILEETA CONFERENCE-HECK 3/23-3/28/20	3.00	01664700-52223	TRAINING	15400	
ILEETA CONFERENCE-INCROCCI 3/23-3/28/20	410.00	01660100-52223	TRAINING	15377	
ILEETA CONFERENCE-JUNGERS 3/23-3/28/20	410.00	01660100-52223	TRAINING	15446	
ILEETA CONFERENCE-LALLY 3/23-3/28/20	410.00	01662700-52223	TRAINING	15397	
ILEETA CONFERENCE-MOZALEWSKI 3/23-3/28/20	410.00	01662700-52223	TRAINING	15398	
ILEETA CONFERENCE-PASKEVICZ 3/23-3/28/20	410.00	01662400-52223	TRAINING	15378	
ILEETA CONFERENCE-WILLIAMS 3/23-3/28/20	410.00	01662700-52223	TRAINING	15380	
ILEETA DUES-BULLERI	45.00	01662700-52223	TRAINING	15402	
ILEETA DUES-CLUEVER	5.00	01662300-52223	TRAINING	53558525	
ILEETA DUES-CLUEVER	45.00	01662300-52223	TRAINING	53558525	
ILEETA DUES-HECK	45.00	01664700-52223	TRAINING	43552166	
ILEETA DUES-INCROCCI	50.00	01660100-52223	TRAINING	15372	
ILEETA DUES-LALLY	50.00	01662700-52223	TRAINING	30962506	
ILEETA DUES-MOZALEWSKI	5.00	01662700-52223	TRAINING	53560213	
ILEETA DUES-MOZALEWSKI	45.00	01662700-52223	TRAINING	53560213	
ILEETA DUES-WILLIAMS	45.00	01662700-52223	TRAINING	15379	
	<b>3,618.00</b>				

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<b>ILLINOIS ASSN OF CHIEFS OF POLICE</b>					
ILACP CONFERENCE-COOPER 4/29-5/1/20	299.00	01660100-52223	TRAINING	5679	
ILACP CONFERENCE-CUMMINGS 4/29-5/1/20	299.00	01660100-52223	TRAINING	5699	
ILACP CONFERENCE-INCROCCI 4/29-5/1/20	299.00	01660100-52223	TRAINING	5690	
ILACP CONFERENCE-JUNGERS 4/29-5/1/20	299.00	01660100-52223	TRAINING	5660	
ILACP CONFERENCE-ZOCHERT 4/29-5/1/20	299.00	01660100-52223	TRAINING	5675	
	<u>1,495.00</u>				
<b>ILLINOIS CITY /COUNTY MANANGEMENT ASSN</b>					
ILCMA SEMINAR-J CAREY 2/5/20-2/7/20	60.00	01590000-52223	TRAINING	83519-198-1-27e9	
	<u>60.00</u>				
<b>ILLINOIS SECRETARY OF STATE</b>					
VEHICLE RENEWAL #608 ID.2381-9950	3.55	01662700-52244	MAINTENANCE & REPAIR	AQ60167 02/29/20	
VEHICLE RENEWAL #608 ID.2381-9950	151.00	01662700-52244	MAINTENANCE & REPAIR	AQ60167 02/29/20	
VEHICLE RENEWAL #628 ID.1424-3627	4.02	01662700-52244	MAINTENANCE & REPAIR	R670744 03/31/20	
VEHICLE RENEWAL #628 ID.1424-3627	171.00	01662700-52244	MAINTENANCE & REPAIR	R670744 03/31/20	
VEHICLE RENEWAL #631 ID. 1977-2800	3.55	01662700-52244	MAINTENANCE & REPAIR	Z769875 01/31/20	
VEHICLE RENEWAL #631 ID. 1977-2800	151.00	01662700-52244	MAINTENANCE & REPAIR	Z769875 01/31/20	
VEHICLE RENEWAL #653 ID.2030-1126	4.02	01662700-52244	MAINTENANCE & REPAIR	Z851269 02/29/20	
VEHICLE RENEWAL #653 ID.2030-1126	171.00	01662700-52244	MAINTENANCE & REPAIR	Z851269 02/29/20	
VEHICLE RENEWAL #693 ID.2662-1685	4.02	01662700-52244	MAINTENANCE & REPAIR	127412 02/29/20	
VEHICLE RENEWAL #693 ID.2662-1685	171.00	01662700-52244	MAINTENANCE & REPAIR	127412 02/29/20	
	<u>834.16</u>				
<b>ILLINOIS SECTION A W W A</b>					
JULIE TRAINING-NICK S 3/12/20	45.00	04201600-52223	TRAINING	200049237	
	<u>45.00</u>				



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<b>ILLINOIS TOLLWAY</b>					
TOLL REPLENISH	5.00	04100100-52223	TRAINING	085976	
TOLL REPLENISH	5.00	04200100-52223	TRAINING	085976	
TOLL REPLENISH	5.00	01670100-52223	TRAINING	085976	
TOLL REPLENISH	5.00	01696200-52223	TRAINING	085976	
	<u>20.00</u>				
<b>ILLINOIS TRUCK ENFORCEMENT ASSN</b>					
CONF-STAFIEJ, BACIDORE, RUDELICH, WAJDOWIK	400.00	01662300-52223	TRAINING	04101	
	<u>400.00</u>				
<b>INDUSTRIAL ORGANIZATIONAL SOLUTIONS INC</b>					
2020 POLICE WRITTEN EXAM	7,840.00	01510000-52228	PERSONNEL HIRING	C47290A	
	<u>7,840.00</u>				

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<b>INTERGOVERNMENTAL PERSONNEL BENEFIT COOPERATIVE</b>					
MAR 2020 INSURANCE	501.47	01621300-51111	GROUP INSURANCE	03022020	
MAR 2020 INSURANCE	601.44	01623100-51111	GROUP INSURANCE	03022020	
MAR 2020 INSURANCE	650.38	01643600-51111	GROUP INSURANCE	03022020	
MAR 2020 INSURANCE	743.52	01641700-51111	GROUP INSURANCE	03022020	
MAR 2020 INSURANCE	784.46	01670700-51111	GROUP INSURANCE	03022020	
MAR 2020 INSURANCE	955.16	04201400-51111	GROUP INSURANCE	03022020	
MAR 2020 INSURANCE	1,131.15	01640100-51111	GROUP INSURANCE	03022020	
MAR 2020 INSURANCE	1,160.90	01621900-51111	GROUP INSURANCE	03022020	
MAR 2020 INSURANCE	1,304.72	04101500-51111	GROUP INSURANCE	03022020	
MAR 2020 INSURANCE	1,402.28	04100100-51111	GROUP INSURANCE	03022020	
MAR 2020 INSURANCE	1,524.20	01670500-51111	GROUP INSURANCE	03022020	
MAR 2020 INSURANCE	1,739.62	01670200-51111	GROUP INSURANCE	03022020	
MAR 2020 INSURANCE	1,784.35	01670300-51111	GROUP INSURANCE	03022020	
MAR 2020 INSURANCE	1,833.29	01620600-51111	GROUP INSURANCE	03022020	
MAR 2020 INSURANCE	1,866.29	01622200-51111	GROUP INSURANCE	03022020	
MAR 2020 INSURANCE	1,959.09	01670600-51111	GROUP INSURANCE	03022020	
MAR 2020 INSURANCE	2,612.76	01642100-51111	GROUP INSURANCE	03022020	
MAR 2020 INSURANCE	2,694.27	04103100-51111	GROUP INSURANCE	03022020	
MAR 2020 INSURANCE	2,694.44	04203100-51111	GROUP INSURANCE	03022020	
MAR 2020 INSURANCE	2,719.17	01690100-51111	GROUP INSURANCE	03022020	
MAR 2020 INSURANCE	2,724.63	01620100-51111	GROUP INSURANCE	03022020	
MAR 2020 INSURANCE	3,015.13	01590000-51111	GROUP INSURANCE	03022020	
MAR 2020 INSURANCE	3,015.13	01680000-51111	GROUP INSURANCE	03022020	
MAR 2020 INSURANCE	3,159.56	01662500-51111	GROUP INSURANCE	03022020	
MAR 2020 INSURANCE	3,808.47	01696200-51111	GROUP INSURANCE	03022020	
MAR 2020 INSURANCE	3,986.73	01652800-51111	GROUP INSURANCE	03022020	
MAR 2020 INSURANCE	4,414.09	01670400-51111	GROUP INSURANCE	03022020	
MAR 2020 INSURANCE	4,810.60	01643700-51111	GROUP INSURANCE	03022020	
MAR 2020 INSURANCE	4,828.69	04200100-51111	GROUP INSURANCE	03022020	
MAR 2020 INSURANCE	4,938.41	04201600-51111	GROUP INSURANCE	03022020	

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MAR 2020 INSURANCE	6,419.42	01662600-51111	GROUP INSURANCE	03022020	
MAR 2020 INSURANCE	6,503.08	01610100-51111	GROUP INSURANCE	03022020	
MAR 2020 INSURANCE	6,688.58	01662300-51111	GROUP INSURANCE	03022020	
MAR 2020 INSURANCE	8,482.67	01670100-51111	GROUP INSURANCE	03022020	
MAR 2020 INSURANCE	10,034.14	01662400-51111	GROUP INSURANCE	03022020	
MAR 2020 INSURANCE	13,746.63	01664700-51111	GROUP INSURANCE	03022020	
MAR 2020 INSURANCE	26,242.76	01660100-51111	GROUP INSURANCE	03022020	
MAR 2020 INSURANCE	48,632.20	01600000-51111	GROUP INSURANCE	03022020	
MAR 2020 INSURANCE	57,603.32	01662700-51111	GROUP INSURANCE	03022020	
	<b>253,717.20</b>				
<b>INTERNATIONAL ASSN OF CHIEF OF POLICE</b>					
IACP MEMBERSHIP-JUNGERS	190.00	01660100-52234	DUES & SUBSCRIPTIONS	0101432	
	<b>190.00</b>				
<b>INTERNET PURCHASE MASTERCARD</b>					
JEANS-PAUL TRIPPETT	116.80	01696200-53324	UNIFORMS	14377522	
MAILBOX REPAIR PARTS	42.02	01670200-53317	OPERATING SUPPLIES	4949	
SALES TAX CREDIT-R BLAIR	-4.50	01662700-53324	UNIFORMS	2500526878	
TABLE COVER	141.00	01750000-52288	CONCERT SERIES	Q1278238	
WATER HEATER FILTERS	232.00	01680000-53319	MAINTENANCE SUPPLIES	62177835420	
WEATHER SEMINAR-INCROCCI 3/14/20	40.00	01660100-52223	TRAINING	1246280255	
	<b>567.32</b>				
<b>INTOXIMETERS INC</b>					
DUI SUPPLIES	532.50	01662300-53317	OPERATING SUPPLIES	126901	
	<b>532.50</b>				
<b>IT GLUE</b>					
IT DOC SOFTWARE	114.00	01652800-52255	SOFTWARE MAINTENANCE	171189155	
	<b>114.00</b>				

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<b>J G UNIFORMS INC</b>					
UNIFORM-BUCHOLZ	173.06	01662700-53324	UNIFORMS	68377	
UNIFORM-BULLERI	183.06	01662700-53324	UNIFORMS	68445	
UNIFORM-CADLE S	168.06	01662700-53324	UNIFORMS	68446	
UNIFORM-HLOUSEK	168.00	01662700-53324	UNIFORMS	68443	
UNIFORM-POPE	30.00	01664700-53324	UNIFORMS	68442	
	<u>722.18</u>				
<b>JACOBSON HAT CO INC</b>					
KIDS HARD HATS	201.88	01670100-52274	COMMUNITY SERVICE PROGRAMS	70463	
	<u>201.88</u>				
<b>JET BRITE CAR WASH INC</b>					
CAR WASHES 1/1/20-1/31/20	216.00	01662700-52244	MAINTENANCE & REPAIR	3849	
	<u>216.00</u>				
<b>JOE COTTON FORD</b>					
FE OIL SWITCH	6.58	01696200-53354	PARTS PURCHASED	1366	
FE SPARK PLUGS	95.04	01696200-53354	PARTS PURCHASED	1176	
JA OIL	141.00	01696200-53354	PARTS PURCHASED	1032	
JA STEERING SHAFT	169.02	01696200-53354	PARTS PURCHASED	1143	
	<u>411.64</u>				
<b>JOHN S NEENAN</b>					
WINTER GLOVES	39.80	04101500-53317	OPERATING SUPPLIES	83280	
	<u>39.80</u>				
<b>JX ENTERPRISES INC</b>					
JA RADIO	166.64	01696200-53354	PARTS PURCHASED	2599064P	
	<u>166.64</u>				

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<b>KC PRINTING SERVICES INC</b>					
LETTERHEAD	592.00	01662600-53314	OFFICE SUPPLIES	G3465	
	<u>592.00</u>				
<b>KELLI SPICER</b>					
PAYROLL FILE-BANK ACCOUNT CLOSED	326.80	01-10106	CASH-PAYROLL	021000021	
	<u>326.80</u>				
<b>KIESLER POLICE SUPPLY INC</b>					
AMMUNITION, BEAN BAGS	11,361.00	01662700-53321	AMMUNITION	IN122219 PO-4663033	
	<u>11,361.00</u>				
<b>KLEIN, THORPE &amp; JENKINS, LTD</b>					
GENERAL COUNSEL-JANUARY 2020	580.50	04200100-52238	LEGAL FEES	208310	
GENERAL COUNSEL-JANUARY 2020	7,394.18	01570000-52238	LEGAL FEES	208310	
	<u>7,974.68</u>				
<b>KOHL'S</b>					
CLOTH ALLOW - BUSCH	29.98	01664700-53324	UNIFORMS	037892	
CLOTH ALLOW - EBY	101.23	01664700-53324	UNIFORMS	097001	
CLOTH ALLOW - JONES	197.94	01662400-53324	UNIFORMS	060786	
JEANS-MARCUS POWELL	105.60	04100100-53324	UNIFORMS	050979	
	<u>434.75</u>				
<b>LA POLICE GEAR INC</b>					
BOOTS-BLAIR	107.98	01662700-53324	UNIFORMS	876545	
SALES TAX CREDIT-BOSHART	-6.75	01662400-53324	UNIFORMS	877942CR	
	<u>101.23</u>				
<b>LAFARGE FOX RIVER DECO</b>					
STONE	24.93	04201600-53317	OPERATING SUPPLIES	712125966	
STONE	58.81	04201600-53317	OPERATING SUPPLIES	712129172	
	<u>83.74</u>				

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<b>LANGUAGE LINE SERVICES</b>					
CSPC20-154 NIELSON	145.63	01662700-53317	OPERATING SUPPLIES	4740708	
	<b>145.63</b>				
<b>LAUREEN A ROSE LCSW</b>					
MBT CLINICAL CONSULTATION 02/28/20	200.00	01662500-52223	TRAINING	02282020	
	<b>200.00</b>				
<b>LAUTERBACH &amp; AMEN, LLP</b>					
DISABILITY CALCULATOR-PD	250.00	01610100-52254	ACTUARIAL	43266	
	<b>250.00</b>				
<b>LAW OFFICE OF MICHELLE L MOORE LTD</b>					
PROSECUTION-APRIL 2020	2,700.00	01570000-52235	LEGAL FEES-PROSECUTION	2020-04	
PROSECUTION-APRIL 2020	6,382.55	01570000-52312	PROSECUTION DUI	2020-04	
PROSECUTION-MARCH 2020	2,700.00	01570000-52235	LEGAL FEES-PROSECUTION	2020-03	
PROSECUTION-MARCH 2020	7,911.81	01570000-52312	PROSECUTION DUI	2020-03	
	<b>19,694.36</b>				
<b>LEA DATA TECHNOLOGIES</b>					
LEA TRAINING DATABASE	200.00	01652800-52255	SOFTWARE MAINTENANCE	08-0201-10	
	<b>200.00</b>				
<b>LECHNER &amp; SONS</b>					
MATS-1/22/20	51.99	01670100-53317	OPERATING SUPPLIES	2707306	
MATS-1/29/20	51.99	01670100-53317	OPERATING SUPPLIES	2710165	
MATS-2/19/2020	51.99	01670100-53317	OPERATING SUPPLIES	2721956	
MATS-2/5/2020	51.99	01670100-53317	OPERATING SUPPLIES	2714625	
TOWELS/WIPES-1/22/20	46.53	01696200-53317	OPERATING SUPPLIES	2707306	
TOWELS/WIPES-1/29/20	46.53	01696200-53317	OPERATING SUPPLIES	2710165	
TOWELS/WIPES-2/19/20	46.53	01696200-53317	OPERATING SUPPLIES	2721956	
TOWELS/WIPES-2/5/2020	46.53	01696200-53317	OPERATING SUPPLIES	2714625	
	<b>394.08</b>				

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<b>LEXISNEXIS</b>					
JAN 2020 FEE	209.10	01662400-53330	INVESTIGATION FUND	20200131	
	<u>209.10</u>				
<b>LIVE VIEW GPS INC</b>					
EQUIPMENT REPLACEMENT	33.25	01664700-53330	INVESTIGATION FUND	383432	
EQUIPMENT REPLACEMENT	39.95	01664700-53330	INVESTIGATION FUND	383406	
	<u>73.20</u>				
<b>LOWE'S HOME CENTERS</b>					
MAILBOX KIT	404.33	01670200-53317	OPERATING SUPPLIES	88222470	
MAILBOX POST	6.88	01670200-53317	OPERATING SUPPLIES	8399836	
NOZZLES 4 NO GARAGE	29.96	01670400-53317	OPERATING SUPPLIES	9526006	
	<u>441.17</u>				
<b>LRS HOLDINGS LLC</b>					
NATIONAL NIGHT OUT	350.00	01664700-53325	COMMUNITY RELATIONS	PS287213	
	<u>350.00</u>				
<b>LYNN PEAVEY COMPANY</b>					
EVIDENCE PACKAGING	224.00	01662400-53317	OPERATING SUPPLIES	366908	
	<u>224.00</u>				
<b>MANAGEFORCE CORPORATION</b>					
SQL CONSULTING SERVICES 11/1/19-1/31/20	7,800.00	01652800-52253	CONSULTANT	VIL19004	
	<u>7,800.00</u>				
<b>MARK E RADABAUGH</b>					
MEETING, TAPING 3/2/20	100.00	01590000-52253	CONSULTANT	20-0153	
	<u>100.00</u>				
<b>MARSHALLS</b>					
CLOTH ALLOW - HECK	61.97	01664700-53324	UNIFORMS	091262	
	<u>61.97</u>				

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<b>MENDEL PLUMBING &amp; HEATING INC</b>					
NORTH GARAGE HEATER	1,418.50	01670400-52272	PROPERTY MAINTENANCE	110248249	
	<u>1,418.50</u>				
<b>MORRISON ASSOCIATES, LTD</b>					
STAFF ASSESSMENT-CUMMINGS, COOPER 3/5-3/	5,500.00	01660100-52223	TRAINING	2020:0406	
STAFF ASSESSMENT-INCROCCI 3/4/20	2,750.00	01660100-52223	TRAINING	2020:0403	
	<u>8,250.00</u>				
<b>MULTISYSTEM MANAGEMENT COMPANY</b>					
JANITORIAL-FEBRUARY 2020	3,950.00	01680000-52244	MAINTENANCE & REPAIR	2204	
	<u>3,950.00</u>				
<b>NATIONAL ASSN OF SOCIAL WORKERS</b>					
EM RENEWAL MEMBERSHIP-E MOLLOY	236.00	01662500-52234	DUES & SUBSCRIPTIONS	NASW 2020-MOLLOY	
	<u>236.00</u>				
<b>NATIONAL ENGRAVERS</b>					
FRANK JONES PLAQUE	95.00	01600000-53315	PRINTED MATERIALS	76981	
	<u>95.00</u>				
<b>NICOR</b>					
1348 CHARGER CT 1/21-2/20/20	121.70	04101500-53230	NATURAL GAS	86606011178 02/24/20	
	<u>121.70</u>				



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<b>NIU OUTREACH</b>					
GIS TRAINING-M LOPEZ	79.00	01670100-52223	TRAINING	650930	
REFUND-LOPEZ/BARGHI	-130.00	01670100-52223	TRAINING	648462REF1	
REFUND-ROB HOUSTON	-35.00	04100100-52223	TRAINING	648462REF	
REFUND-ROB HOUSTON	-30.00	04200100-52223	TRAINING	648462REF	
STORMWATER MGMT TRAIN	30.00	04200100-52223	TRAINING	649470	
STORMWATER MGMT TRAIN	35.00	04100100-52223	TRAINING	649470	
STORMWATER MGMT TRAIN	130.00	01670100-52223	TRAINING	649470	
	<b>79.00</b>				
<b>NMI</b>					
CC GATEWAY FEES-FEB 2020	10.00	01610100-52256	BANKING SERVICES	273095855	
CC GATEWAY FEES-FEB 2020	101.80	04103100-52221	UTILITY BILL PROCESSING	273103246	
CC GATEWAY FEES-FEB 2020	101.80	04203100-52221	UTILITY BILL PROCESSING	273103246	
	<b>213.60</b>				
<b>NORTHEASTERN ILLINOIS PUBLIC SAFETY</b>					
SNOW PLOW TRAINING 8/11-8/12/20	597.70	01-13010	PRE-PAID ITEMS	20087195	
	<b>597.70</b>				
<b>NORTHWESTERN UNIVERSITY</b>					
CUMMINGS EMP NUCPS 2/10-2/28/20	2,300.00	01660100-52223	TRAINING	021020	
LALLY STAFF & COMMAND	3,700.00	01662700-52223	TRAINING	030920	
REFUND-LALLY STAFF&CMND	-3,700.00	01662700-52223	TRAINING	030320	
	<b>2,300.00</b>				
<b>PADDOCK PUBLICATIONS INC</b>					
DAILY HERALD DIGITAL	99.00	01590000-52234	DUES & SUBSCRIPTIONS	02132020	
BID NOTICE-AMR/REGISTER 2/27/20	64.40	01520000-52240	PUBLIC NOTICES/INFORMATION	43675	
BID NOTICE-STREET LIGHT REPAIR 2/12/20	92.00	01520000-52240	PUBLIC NOTICES/INFORMATION	42686	
	<b>255.40</b>				

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<b>PARTY CITY</b>					
VOLUNTEER PARTY	53.97	01664700-53325	COMMUNITY RELATIONS	028061	
	<u>53.97</u>				
<b>POMPS TIRE SERVICE</b>					
FE TIRES	312.76	01696200-53354	PARTS PURCHASED	410753425	
FE TIRES	332.50	01696200-53354	PARTS PURCHASED	410753422	
FE TIRES	587.88	01696200-53354	PARTS PURCHASED	410750301	
JA TIRES	1,310.00	01696200-53354	PARTS PURCHASED	410742976	
JA TIRES	1,664.50	01696200-53354	PARTS PURCHASED	410749311	
	<u>4,207.64</u>				
<b>QUADIENT, INC</b>					
INK CARTRIDGE-POSTAGE MACHINE	139.74	01610100-53317	OPERATING SUPPLIES	16001448	
	<u>139.74</u>				
<b>R &amp; R GARAGE DOOR</b>					
FRONT GATE REPAIR	495.00	01670400-52244	MAINTENANCE & REPAIR	624533	
	<u>495.00</u>				
<b>RAKASH PATEL</b>					
CERTIFICATION EXAM FOR SECURITY-R PATEL 2/2	349.00	01652800-52223	TRAINING	0053-2809-6970	
	<u>349.00</u>				

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<b>RAY O'HERRON CO</b>					
AMMUNITION-LEAD FREE	765.00	01662700-53321	AMMUNITION	2006322	
UNIFORM-BABOR	28.95	01662700-53324	UNIFORMS	2005051	
UNIFORM-BACIDORE	28.95	01662300-53324	UNIFORMS	2005036	
UNIFORM-BECK	28.95	01662700-53324	UNIFORMS	2005050	
UNIFORM-BLAIR	28.95	01664700-53324	UNIFORMS	2005061	
UNIFORM-BORNEMANN	28.95	01662700-53324	UNIFORMS	2005025	
UNIFORM-BOSHART	28.95	01662400-53324	UNIFORMS	2005028	
UNIFORM-BUCHOLZ	28.95	01662700-53324	UNIFORMS	2005039	
UNIFORM-BULLERI	28.95	01662700-53324	UNIFORMS	2005034	
UNIFORM-BUSCH	28.95	01664700-53324	UNIFORMS	2005056	
UNIFORM-CADLE C	28.95	01662700-53324	UNIFORMS	2005058	
UNIFORM-CASTRO	28.95	01664700-53324	UNIFORMS	2005049	
UNIFORM-CHACON	28.95	01662700-53324	UNIFORMS	2005048	
UNIFORM-CHRISTENSON	28.95	01662700-53324	UNIFORMS	2005021	
UNIFORM-CLUEVER	28.95	01662300-53324	UNIFORMS	2005053	
UNIFORM-COOPER	28.95	01662400-53324	UNIFORMS	2005052	
UNIFORM-DUNTEMAN	28.95	01662400-53324	UNIFORMS	2005022	
UNIFORM-EAGAN	28.95	01662700-53324	UNIFORMS	2005023	
UNIFORM-EBY	28.95	01664700-53324	UNIFORMS	2005038	
UNIFORM-FREER	28.95	01662700-53324	UNIFORMS	2005030	
UNIFORM-FRY	28.95	01662700-53324	UNIFORMS	2005027	
UNIFORM-GUZMAN	28.95	01662700-53324	UNIFORMS	2005029	
UNIFORM-HECK	28.95	01664700-53324	UNIFORMS	2005032	
UNIFORM-HLOUSEK	164.00	01662700-53324	UNIFORMS	2004657	
UNIFORM-HLOUSEK	370.99	01662700-53324	UNIFORMS	2004968	
UNIFORM-INCROCCI	28.95	01660100-53324	UNIFORMS	2005060	
UNIFORM-JUNGERS	183.50	01660100-53324	UNIFORMS	2003486	
UNIFORM-KALINOWICZ	28.95	01662700-53324	UNIFORMS	2005055	
UNIFORM-KALINOWICZ	80.00	01662700-53324	UNIFORMS	2009006	
UNIFORM-KALINOWICZ	405.00	01662700-53324	UNIFORMS	2004046	

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UNIFORM-KEALLY	28.95	01662700-53324	UNIFORMS	2005037	
UNIFORM-LALLY	28.95	01662700-53324	UNIFORMS	2005040	
UNIFORM-LOPEZ	28.95	01662700-53324	UNIFORMS	2005043	
UNIFORM-MABBITT	42.50	01662700-53324	UNIFORMS	2005020	
UNIFORM-MCGUIRE	28.95	01662700-53324	UNIFORMS	2005031	
UNIFORM-MCINTYRE	28.95	01662700-53324	UNIFORMS	2005041	
UNIFORM-MEJIA	169.95	01662700-53324	UNIFORMS	2009682	
UNIFORM-MOZALEWSKI	28.95	01662700-53324	UNIFORMS	2005042	
UNIFORM-MOZALEWSKI	139.99	01662700-53324	UNIFORMS	2004425	
UNIFORM-PASKEVICZ	28.95	01662400-53324	UNIFORMS	2005024	
UNIFORM-PLUMB	136.00	01662700-53324	UNIFORMS	2006421	
UNIFORM-RIEMER	28.95	01662700-53324	UNIFORMS	2005046	
UNIFORM-SCHNEIDER	28.95	01662700-53324	UNIFORMS	2005054	
UNIFORM-STAFIEJ	28.95	01662300-53324	UNIFORMS	2005045	
UNIFORM-STAFIEJ	108.00	01662300-53324	UNIFORMS	2003488	
UNIFORM-TURNHOLT	28.95	01662700-53324	UNIFORMS	2005057	
UNIFORM-TURNHOLT	304.99	01662700-53324	UNIFORMS	2004426	
UNIFORM-WAJDOWICZ	28.95	01662300-53324	UNIFORMS	2005047	
UNIFORM-WALKER	28.95	01662700-53324	UNIFORMS	2005026	
UNIFORM-ZOCHERT	28.95	01660100-53324	UNIFORMS	2005044	
VEST - KEALLY	908.99	01660100-53324	UNIFORMS	1968705	
	<b>4,879.01</b>				
<b>RED WING SHOE STORE</b>					
BOOTS-MARCUS POWELL	175.49	04100100-53324	UNIFORMS	74311	
	<b>175.49</b>				

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<b>REFUNDS MISC</b>					
#2018811,1271 N COUNTY FARM, PRIMROSE SCH	60,668.60	01-24320	STORM WATER SECURITY DEPOSIT	1271 N COUNTY FARM	
120226 WHEATON VIOLATION-REFUND	50.00	01000000-45402	ORDINANCE FORFEITS	ORD 120226	
17056 VS-REFUND, 368 WEXFORD CT	75.00	01000000-42303	VEHICLE LICENSES	VS 17056	
243691 TICKET-REFUND	60.00	01000000-45402	ORDINANCE FORFEITS	TICKET 243691	
243692 TICKET-REFUND	75.00	01000000-45402	ORDINANCE FORFEITS	TICKET 243692	
243694 TICKET-REFUND	75.00	01000000-45402	ORDINANCE FORFEITS	TICKET 243694	
	<b>61,003.60</b>				
<b>REFUNDS TAX STAMPS</b>					
31245 STAMP-841 HAWK LN REFUND	825.00	01000000-41208	REAL ESTATE TRANSFER TAX	STAMP 31245	
	<b>825.00</b>				
<b>REFUNDS W&amp;S FINALS</b>					
	6.41	04-12110	ACCOUNT RECEIV WATER & SEWER	0249 03/16/20	
	7.28	04-12110	ACCOUNT RECEIV WATER & SEWER	2106 03/16/20	
	8.59	04-12110	ACCOUNT RECEIV WATER & SEWER	4448 03/16/20	
	10.20	04-12110	ACCOUNT RECEIV WATER & SEWER	6782 03/16/20	
	21.64	04-12110	ACCOUNT RECEIV WATER & SEWER	4097 03/16/20	
	48.64	04-12110	ACCOUNT RECEIV WATER & SEWER	1274 03/16/20	
	100.00	04-12110	ACCOUNT RECEIV WATER & SEWER	0317 03/16/20	
	<b>202.76</b>				

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<b>RESTAURANT-MASTERCARD</b>					
CALIBREPRESS TRAINING	65.94	01660100-52223	TRAINING	056061	
CPA REFRESHMENTS 01/23/20	127.50	01664700-53325	COMMUNITY RELATIONS	78 01/23/20	
CPA REFRESHMENTS 01/30/20	207.26	01664700-53325	COMMUNITY RELATIONS	087538	
CPA REFRESHMENTS 02/06/20	201.83	01664700-53325	COMMUNITY RELATIONS	049188	
CPA REFRESHMENTS 02/20/20	127.50	01664700-53325	COMMUNITY RELATIONS	47 02/20/20	
LANDSCAPE SHOW-LUNCH	18.48	01680000-52223	TRAINING	097606	
LUNCH-INVESTORS 01/28/20	47.98	01664700-52222	MEETINGS	085314	
LUNCH-INVESTORS 02/01/20	69.95	01664700-52222	MEETINGS	60 02/01/20	
SEIU NEGOTIATIONS 01/28/20	74.97	01590000-52222	MEETINGS	057238	
	<u>941.41</u>				
<b>RUSH TRUCK CENTERS</b>					
FE CORES	-1,795.50	01696200-53354	PARTS PURCHASED	3018430952	
FE ENGINE PARTS	1,667.41	01696200-53354	PARTS PURCHASED	3018464810	
FE INJECTOR	752.81	01696200-53354	PARTS PURCHASED	3018450844	
FE INJECTORS	4,052.93	01696200-53354	PARTS PURCHASED	3018283296	
FE LINES	297.15	01696200-53354	PARTS PURCHASED	3018480630	
FE PARTS DN ENGINE	55.45	01696200-53354	PARTS PURCHASED	3018486935	
FE PRIMER	97.34	01696200-53354	PARTS PURCHASED	3018463126	
FE RETURN VALVE ASSY	-106.40	01696200-53354	PARTS PURCHASED	3018485959	
FE RETURNS TUBE ASSY	-172.19	01696200-53354	PARTS PURCHASED	3018486082	
MR LIGHT	38.20	01696200-53354	PARTS PURCHASED	3018547023	
MR SHAFT	349.71	01696200-53354	PARTS PURCHASED	3018562212	
OUTSOURCING SERVICES	1,283.57	01696200-53353	OUTSOURCING SERVICES	3018477157	
	<u>6,520.48</u>				

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<b>SAMS CLUB</b>					
FRAUD ACTIVITY REFUND-TIA MESSINO	-746.86	01590000-53317	OPERATING SUPPLIES	SCFRAUD03RF	
FRAUD ACTIVITY REFUND-TIA MESSINO	-743.37	01590000-53317	OPERATING SUPPLIES	SCFRAUD04RF	
FRAUD ACTIVITY REFUND-TIA MESSINO	-491.13	01590000-53317	OPERATING SUPPLIES	SCFRAUD01RF	
FRAUD ACTIVITY REFUND-TIA MESSINO	-491.13	01590000-53317	OPERATING SUPPLIES	SCFRAUD02RF	
FRAUD ACTIVITY-TIA MESSINO	491.13	01590000-53317	OPERATING SUPPLIES	SCFRAUD-1	
FRAUD ACTIVITY-TIA MESSINO	491.13	01590000-53317	OPERATING SUPPLIES	SCFRAUD-2	
FRAUD ACTIVITY-TIA MESSINO	743.37	01590000-53317	OPERATING SUPPLIES	SCFRAUD-4	
FRAUD ACTIVITY-TIA MESSINO	746.86	01590000-53317	OPERATING SUPPLIES	SCFRAUD-3	
	<b>0.00</b>				
<b>STANDARD INDUSTRIAL &amp; AUTO EQUIP INC</b>					
SERVICE-REMOVE, REINSTALL GREASE PUMP 12/	1,255.80	01696200-52284	EQUIPMENT MAINTENANCE	WO-4889	
	<b>1,255.80</b>				
<b>STEVE PIPER &amp; SONS INC</b>					
TREE REMOVAL SERVICES	4,293.20	01670700-52268	TREE MAINTENANCE	14609	20200052
	<b>4,293.20</b>				
<b>SUBURB BLDG OFFICIALS CONF</b>					
SBOC 03/06, 03/13, 03/20, 03/27/20	1,125.00	01643700-52223	TRAINING	MKNSTV3PVRZ	
	<b>1,125.00</b>				
<b>SUBURBAN DRIVELINE INC</b>					
FE COIL	120.00	01696200-53354	PARTS PURCHASED	00153449	
JA COIL	33.00	01696200-53354	PARTS PURCHASED	00153372	
	<b>153.00</b>				
<b>SUBURBAN LABORATORIES INC</b>					
WATER SAMPLES	605.00	04201600-52279	LAB SERVICES	173354	20200031
WATER SAMPLES	3,470.00	04201600-52279	LAB SERVICES	174122	20200031
	<b>4,075.00</b>				

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<b>SUNRISE CHEVROLET</b>					
FE LATCH	119.30	01696200-53354	PARTS PURCHASED	935389	
	<u>119.30</u>				
<b>TACTICAL GEAR</b>					
SWAT GEAR-BOSHART	239.99	01662700-53324	UNIFORMS	2898659	
SWAT GEAR-BOSHART	977.29	01662700-53324	UNIFORMS	2898654	
	<u>1,217.28</u>				
<b>TELCOM INNOVATIONS GROUP LLC</b>					
TELEPHONE SYSTEM ASSISTANCE	105.00	01652800-52253	CONSULTANT	A54846	
	<u>105.00</u>				
<b>THEODORE POLYGRAPH SERVICE</b>					
POLICE ASSESSMENT-CIOLINO 03/02/20	200.00	01510000-52228	PERSONNEL HIRING	6958	
	<u>200.00</u>				
<b>THIRD MILLENIUM ASSOCIATES INCORPORATED</b>					
BILL PRINTING 2/27/20	1,199.95	04103100-52221	UTILITY BILL PROCESSING	24474	
BILL PRINTING 2/27/20	1,199.95	04203100-52221	UTILITY BILL PROCESSING	24474	
GREEN PAY FEE-FEBRUARY 2020	225.00	04103100-52221	UTILITY BILL PROCESSING	24475	
GREEN PAY FEE-FEBRUARY 2020	225.00	04203100-52221	UTILITY BILL PROCESSING	24475	
VEHICLE STICKER SOFTWARE-FY 21	1,217.37	01-13010	PRE-PAID ITEMS	24488	
	<u>4,067.27</u>				
<b>TITAN SUPPLY INC</b>					
JANITORIAL SUPPLIES	426.80	01680000-53320	JANITORIAL SUPPLIES	3634	
	<u>426.80</u>				
<b>TRACKER SOFTWARE CORPORATION</b>					
PW-ANNUAL SUPPORT 2020	2,087.00	01696200-52255	SOFTWARE MAINTENANCE	191-009	
	<u>2,087.00</u>				



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<b>TRAFFIC CONTROL &amp; PROTECTION</b>					
BARRICADES	177.00	01670300-53317	OPERATING SUPPLIES	103312	
	<u>177.00</u>				
<b>TRAFIC SERVICES INC</b>					
MUTCD C/O	1,670.00	01670300-53344	STREET SIGNS	86398	
	<u>1,670.00</u>				
<b>TRANS UNION LLC</b>					
MTHLY CREDIT CHECKS	151.90	01662400-53330	INVESTIGATION FUND	01000358	
	<u>151.90</u>				
<b>TRANSYSTEMS CORPORATION</b>					
2020 STP CALL FOR PROJECTS	2,662.58	01620600-52253	CONSULTANT	0003555425 PO-462610	
LIES RD BIKE PATH PHASE II	2,672.31	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	01-3554095 PO-462609	
	<u>5,334.89</u>				
<b>TRAVEL-MASTERCARD</b>					
PARKING AUTO SHOW-STAFIEJ 02/12/20	25.00	01662300-52223	TRAINING	087136	
PARKING AUTO SHOW-STELLMAR 02/14/20	25.00	01660100-52223	TRAINING	172-253	
	<u>50.00</u>				
<b>TRI TECH FORENSICS INC</b>					
DUI SUPPLIES	1,371.00	01662300-53317	OPERATING SUPPLIES	20199	
	<u>1,371.00</u>				
<b>TRISOURCE SOLUTIONS LLC</b>					
TRISOURCE CC FEES-FEB 2020	159.89	04103100-52221	UTILITY BILL PROCESSING	1420 03/03/20	
TRISOURCE CC FEES-FEB 2020	159.89	04203100-52221	UTILITY BILL PROCESSING	1420 03/03/20	
TRISOURCE CC FEES-FEB 2020	959.34	01610100-52256	BANKING SERVICES	1420 03/03/20	
TRISOURCE CC FEES-FEB 2020	2,316.39	04103100-52221	UTILITY BILL PROCESSING	7833 03/03/20	
TRISOURCE CC FEES-FEB 2020	2,316.40	04203100-52221	UTILITY BILL PROCESSING	7833 03/03/20	
	<u>5,911.91</u>				

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<b>U S POSTMASTER</b>					
POSTAGE WATER BILLS-FEB 2020	2,199.00	04103100-52229	POSTAGE	1529 03/02/20	
POSTAGE WATER BILLS-FEB 2020	2,199.00	04203100-52229	POSTAGE	1529 03/02/20	
S/O POSTAGE-MAR 2020	59.50	04103100-52229	POSTAGE	1529 03/10/20	
S/O POSTAGE-MAR 2020	59.50	04203100-52229	POSTAGE	1529 03/10/20	
	<u>4,517.00</u>				
<b>UNITED STATES POSTAL SERVICE</b>					
1095-C MAILING TO IRS	9.90	01610100-52229	POSTAGE	950551134352	
	<u>9.90</u>				
<b>UPS GROUND SERVICE</b>					
SHADOW BOX TO F. JONES	42.66	01660100-53317	OPERATING SUPPLIES	030432	
SQUAD DOCK REPAIR SHIPPING	12.24	01652800-53317	OPERATING SUPPLIES	1ZP69KT00337958150	
	<u>54.90</u>				
<b>USAT CORPORATION</b>					
SOFTWARE RENEWAL-CLOUD ROUTER	371.70	01652800-52255	SOFTWARE MAINTENANCE	100647526	
	<u>371.70</u>				
<b>VERIZON WIRELESS</b>					
EMAG SERVICE 12/3/19-01/02/20	1.70	01652800-52230	TELEPHONE	9845517795	
	<u>1.70</u>				
<b>VILLA PARK ELECTRICAL SUPPLY CO INC</b>					
NEW/REPL BIBS	415.83	04100100-53324	UNIFORMS	172400-02	
	<u>415.83</u>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on MARCH 16,2020**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>VILLAGE OF CAROL STREAM</b>					
124 GERZEVSKE-PW CENTER 1/2-2/3/20	138.63	01670100-53220	WATER	00023835-20875	
124 GERZEVSKE-PW E SIDE PUMP STATION 1/2-2	107.93	04200100-53220	WATER	00024164-21254	
124 GERZEVSKE-PW HYDRANT METER 1/2-2/3/2	8.96	04200100-53220	WATER	00024152-21240	
124 GERZEVSKE-PW NORTH GARAGE 1/2-2/3/20	753.31	01670100-53220	WATER	00023834-20874	
124 GERZEVSKE-STOCK ROOM WASHDOWN BIN	6.02	04200100-53220	WATER	00024167-21257	
245 N KUHN-BATHROOM MAINT BLDG 1/2-2/3/20	2.26	04101500-53220	WATER	00024166-21256	
245 N KUHN-MAINT CONTROL BLDG 1/2-2/3/20	4.43	04101500-53220	WATER	00023831-20871	
245 N KUHN-PLANT ADMIN BLDG 1/13-2/3/20	33.29	04101500-53220	WATER	00023832-20872	
300 N KUHN-PW CHLORINE ANALYZER 1/3-2/3/2	91.28	04200100-53220	WATER	00024165-21255	
301 LIES-FARMHOUSE 1/2-2/3/20	0.25	01680000-53220	WATER	00021978-18979	
500 N GARY-VILLAGE HALL 1/2-2/3/20	206.72	01680000-53220	WATER	00023836-20876	
960 N GARY-BLDG AT FOUNTAIN 1/2-2/3/20	7.59	01680000-53220	WATER	00023838-20878	
	<b>1,360.67</b>				
<b>WAL MART</b>					
CARDS	9.64	01660100-53317	OPERATING SUPPLIES	077641	
COFFEE SUPPLIES	134.40	01662700-53317	OPERATING SUPPLIES	866159	
CPA REFRESHMENTS	55.44	01664700-53325	COMMUNITY RELATIONS	033479	
CPA SUPPLIES	127.68	01664700-53325	COMMUNITY RELATIONS	022449	
JEANS-RON TURNER	119.36	01670100-53324	UNIFORMS	072337	
MAINT SUPPLIES	7.30	01680000-53319	MAINTENANCE SUPPLIES	097060	
MICROWAVE	74.84	01660100-53317	OPERATING SUPPLIES	097928	
SPLIT - CUPS	32.99	01662700-53317	OPERATING SUPPLIES	944248	
UNIFORM, COFFEE SUPPLIES-JUNGERS	59.91	01660100-53324	UNIFORMS	944248	
UNIFORMS, MAINTENANCE SUPPLIES	38.97	01680000-53324	UNIFORMS	097060	
WATER FOR TC	10.70	01680000-53319	MAINTENANCE SUPPLIES	048273	
	<b>671.23</b>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on MARCH 16,2020**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>WEX BANK</b>					
FUEL 01/31/20	-189.68	01000000-47407	MISCELLANEOUS REVENUE	63622034 01/31/20	
FUEL 01/31/20	8.50	01622200-53313	AUTO GAS & OIL	63622034 01/31/20	
FUEL 01/31/20	12.74	01620100-53313	AUTO GAS & OIL	63622034 01/31/20	
FUEL 01/31/20	27.48	01660100-53313	AUTO GAS & OIL	63622034 01/31/20	
FUEL 01/31/20	44.38	01643700-53313	AUTO GAS & OIL	63622034 01/31/20	
FUEL 01/31/20	59.65	01680000-53313	AUTO GAS & OIL	63622034 01/31/20	
FUEL 01/31/20	95.05	04200100-53313	AUTO GAS & OIL	63622034 01/31/20	
FUEL 01/31/20	124.75	01696200-53313	AUTO GAS & OIL	63622034 01/31/20	
FUEL 01/31/20	148.56	01642100-53313	AUTO GAS & OIL	63622034 01/31/20	
FUEL 01/31/20	429.77	01664700-53313	AUTO GAS & OIL	63622034 01/31/20	
FUEL 01/31/20	511.93	04101500-53313	AUTO GAS & OIL	63622034 01/31/20	
FUEL 01/31/20	537.21	01662400-53313	AUTO GAS & OIL	63622034 01/31/20	
FUEL 01/31/20	576.08	01670100-53313	AUTO GAS & OIL	63622034 01/31/20	
FUEL 01/31/20	576.08	01670300-53313	AUTO GAS & OIL	63622034 01/31/20	
FUEL 01/31/20	665.34	04201400-53313	AUTO GAS & OIL	63622034 01/31/20	
FUEL 01/31/20	720.10	01670600-53313	AUTO GAS & OIL	63622034 01/31/20	
FUEL 01/31/20	720.10	01670700-53313	AUTO GAS & OIL	63622034 01/31/20	
FUEL 01/31/20	864.12	01670500-53313	AUTO GAS & OIL	63622034 01/31/20	
FUEL 01/31/20	966.98	01660100-53313	AUTO GAS & OIL	63622034 01/31/20	
FUEL 01/31/20	1,140.59	04201600-53313	AUTO GAS & OIL	63622034 01/31/20	
FUEL 01/31/20	1,224.17	01670400-53313	AUTO GAS & OIL	63622034 01/31/20	
FUEL 01/31/20	2,520.35	01670200-53313	AUTO GAS & OIL	63622034 01/31/20	
FUEL 01/31/20	8,810.24	01662700-53313	AUTO GAS & OIL	63622034 01/31/20	
	<b>20,594.49</b>				
<b>WHEATON MULCH INC</b>					
TOP SOIL	272.00	01670400-53317	OPERATING SUPPLIES	20-0156	
	<b>272.00</b>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on MARCH 16,2020**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>WM F MEYER CO- GLEN ELLYN</b>					
PLUMBING REPAIR KIT	47.32	01680000-53319	MAINTENANCE SUPPLIES	S3776872.002	
	<u>47.32</u>				
<b>WM HORN STRUCTURAL STEEL CO</b>					
FE STEEL	74.00	01696200-53354	PARTS PURCHASED	96602	
	<u>74.00</u>				
<b>WORKING PERSONS STORE</b>					
RAIN JACKETS	259.98	01622200-53324	UNIFORMS	2650533	
	<u>259.98</u>				
<b>GRAND TOTAL</b>	<u><u>\$1,479,914.27</u></u>				

**The preceding list of bills payable totaling \$1,479,914.27 was reviewed and approved for payment.**

**Approved by:**

  
\_\_\_\_\_  
Bob Mellor –Village Manager

**Date:** 3/12/20

**Authorized by:**

\_\_\_\_\_  
Matt McCarthy – Mayor Pro-Tem

\_\_\_\_\_  
Laura Czarnecki- Village Clerk

**ADDENDUM WARRANTS**  
**March 3, 2020 Thru March 16, 2020**

Fund	Check #	Vendor	Description	Amount
General	A C H	Wheaton Bank & Trust	Payroll February 24, 2020 thru March 8, 2020	551,863.08
Water & Sewer	A C H	Wheaton Bank & Trust	Payroll February 24, 2020 thru March 8, 2020	60,547.13
				<u>612,410.21</u>

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2020

By: \_\_\_\_\_  
Matt McCarthy-Mayor Pro-Tem

\_\_\_\_\_  
Laura Czarniecki - Village Clerk

Village of Carol Stream  
General Fund Budget Summary  
For the Month Ended February 29, 2020

MONTH

YTD

BUDGET

REVENUES

	MONTH		Monthly Variance		YTD		YTD Variance		Annual Budget		YTD Budget		YTD Actual		Variance	
	Last Year Feb	Current Year Feb	\$	%	Last Year YTD	Current Year YTD	\$	%	Budget	Budget	Budget	Actual	\$	%		
Sales Tax	\$ 545,639	\$ 560,884	15,245	3%	\$ 5,897,955	\$ 5,936,969	39,014	1%	\$ 6,935,000	\$ 5,770,189	\$ 5,936,969	166,780	3%			
Home Rule Sales Tax	423,337	407,099	(16,238)	-4%	3,783,781	4,334,749	550,968	15%	5,150,000	4,285,000	4,334,749	49,749	1%			
State Income Tax	396,387	374,412	(21,975)	-6%	3,233,461	3,616,719	383,258	12%	3,960,000	3,381,828	3,616,719	234,891	7%			
Utility Tax - Electricity	158,081	156,443	(1,638)	-1%	1,603,739	1,545,100	(58,638)	-4%	1,880,000	1,584,135	1,545,100	(39,035)	-2%			
Telecommunications Tax	72,800	65,836	(6,963)	-10%	817,986	666,236	(151,750)	-19%	877,000	730,833	666,236	(64,597)	-9%			
Fines (Court, Ord., ATLE, Towing)	103,731	142,446	38,716	37%	1,129,337	1,366,164	236,827	21%	1,468,000	1,214,117	1,366,164	152,047	13%			
Natural Gas Use Tax	98,594	87,195	(11,399)	-12%	454,835	427,850	(26,985)	-6%	620,000	410,000	427,850	17,850	4%			
Other Taxes (Use, Hotel, PPRT Real Estate, Alcohol)	184,288	445,878	261,590	142%	2,568,178	3,018,770	450,592	18%	3,527,000	2,948,108	3,018,770	70,662	2%			
Licenses (Vehicle, Liquor, etc.)	5,294	8,344	3,050	58%	481,486	619,459	137,974	29%	898,000	739,927	619,459	(120,467)	-16%			
Cable Franchise Fees	115,554	110,487	(5,067)	-4%	572,440	547,097	(25,343)	-4%	535,000	445,833	547,097	101,264	23%			
Building Permits	15,011	11,599	(3,412)	-23%	449,650	461,895	12,245	3%	662,500	500,250	461,895	(38,355)	-8%			
Fees for Services	47,571	44,789	(2,783)	-6%	696,357	646,552	(49,805)	-7%	797,500	713,497	646,552	(66,945)	-9%			
Interest Income	16,625	13,551	(3,074)	-18%	148,078	313,705	165,627	112%	210,000	175,000	313,705	138,705	79%			
All Other / Miscellaneous	83,840	(62,084)	(145,923)	-174%	1,005,313	930,930	(74,382)	-7%	955,000	790,000	930,930	140,930	18%			
<b>Revenue Totals</b>	<b>2,266,751</b>	<b>2,366,880</b>	<b>100,129</b>	<b>4%</b>	<b>22,842,597</b>	<b>24,432,198</b>	<b>1,589,601</b>	<b>7%</b>	<b>28,475,000</b>	<b>23,688,718</b>	<b>24,432,198</b>	<b>743,480</b>	<b>3%</b>			

EXPENDITURES

Fire & Police Commission	175	525	350	200%	30,963	6,671	(24,292)	-78%	36,311	30,259	6,671	(23,588)	-78%
Village Board & Clerk	4,796	7,409	2,614	55%	88,441	118,537	30,095	34%	151,123	125,936	118,537	(7,399)	-6%
Plan Commission & ZBA	366	516	150	41%	3,383	4,638	1,255	37%	5,400	4,500	4,638	138	3%
Emergency Services	-	-	-	0%	-	-	-	0%	158,000	158,000	-	(158,000)	-100%
Legal Services	14,867	4,758	(10,109)	-68%	192,438	193,745	1,306	1%	273,500	227,917	193,745	(34,172)	-15%
Village Clerk	2,837	-	(2,837)	-100%	32,184	-	(32,184)	-100%	-	-	-	-	0%
Administration	71,169	53,962	(17,207)	-24%	776,951	663,622	(113,330)	-15%	865,717	721,431	663,622	(57,809)	-8%
Employee Relations	6,547	30,904	24,357	372%	277,522	342,361	64,840	23%	451,994	376,662	342,361	(34,300)	-9%
Financial Management	80,317	47,419	(32,898)	-41%	726,351	605,463	(120,888)	-17%	720,036	600,030	605,463	5,433	1%
Engineering Services	78,729	73,664	(5,065)	-6%	1,050,970	1,004,154	(46,816)	-4%	1,388,189	1,156,824	1,004,154	(152,670)	-13%
Community Development	67,646	78,243	10,598	16%	814,840	854,826	39,987	5%	1,031,122	859,268	854,826	(4,442)	-1%
Information Technology	93,677	88,339	(5,338)	-6%	1,072,101	1,091,946	19,845	2%	1,508,202	1,256,835	1,091,946	(164,889)	-13%
Police	1,146,760	1,133,653	(13,107)	-1%	13,054,127	13,604,538	550,412	4%	16,809,037	14,007,531	13,604,538	(402,992)	-3%
Public Works	423,969	259,556	(164,413)	-39%	2,840,930	2,751,508	(89,422)	-3%	3,991,715	3,326,429	2,751,508	(574,921)	-17%
Municipal Building	38,371	30,215	(8,155)	-21%	580,195	326,816	(253,379)	-44%	474,059	395,049	326,816	(68,234)	-17%
Municipal Garage	(11,353)	3,113	14,466	-127%	(72,685)	(15,704)	56,981	-78%	-	-	(15,704)	(15,704)	100%
Transfers and Agreements	-	287,741	287,741	100%	337,332	908,448	571,115	169%	566,700	390,000	908,448	518,448	133%
Town Center	357	183	(174)	-49%	43,355	40,492	(2,862)	-7%	43,895	43,895	40,492	(3,403)	-8%
<b>Expenditure Totals</b>	<b>2,019,228</b>	<b>2,100,200</b>	<b>80,972</b>	<b>4%</b>	<b>21,849,397</b>	<b>22,502,061</b>	<b>652,664</b>	<b>3%</b>	<b>28,475,000</b>	<b>23,680,566</b>	<b>22,502,061</b>	<b>(1,178,505)</b>	<b>-5%</b>
<b>Net Increase / (Decrease)</b>	<b>247,523</b>	<b>266,680</b>	<b>19,157</b>		<b>993,200</b>	<b>1,930,137</b>	<b>936,937</b>		<b>-</b>	<b>8,152</b>	<b>1,930,137</b>	<b>1,921,985</b>	



Village of Carol Stream  
**Water and Sewer Fund Budget Summary**  
For the Month Ended February 29, 2020

	MONTH				YTD				BUDGET					
	Last Year Feb	Current Year Feb	Monthly Variance \$ %		Last Year YTD	Current Year YTD	YTD Variance \$ %		Annual Budget	YTD Budget	YTD Actual	Variance \$ %		
<b>REVENUES</b>														
Water Billings	\$ 666,405	\$ 699,259	32,854	5%	\$ 7,150,536	\$ 7,282,632	132,096	2%	\$ 8,816,000	\$ 7,462,893	\$ 7,282,632	(180,261)	-2%	
Sewer Billings	292,228	322,486	30,258	10%	3,135,930	3,377,194	241,264	8%	4,053,000	3,430,933	3,377,194	(53,739)	-2%	
Penalties/Admin Fees	15,387	15,674	288	2%	140,384	166,769	26,384	19%	176,000	146,667	166,769	20,102	14%	
Connection/Expansion Fees	-	-	-	0%	22,266	43,711	21,445	96%	28,000	23,333	43,711	20,378	87%	
Interest Income	22,683	15,915	(6,768)	-30%	173,219	352,974	179,756	104%	225,000	187,500	352,974	165,474	88%	
Rental Income	8,614	12,970	4,356	51%	119,850	125,447	5,597	5%	152,000	126,667	125,447	(1,219)	-1%	
All Other / Miscellaneous	789	866	77	10%	96,672	311,312	214,640	222%	110,000	101,000	311,312	210,312	208%	
<b>Revenue Totals</b>	<b>1,006,105</b>	<b>1,067,170</b>	<b>61,065</b>	<b>6%</b>	<b>10,838,857</b>	<b>11,660,039</b>	<b>821,182</b>	<b>8%</b>	<b>13,560,000</b>	<b>11,478,992</b>	<b>11,660,039</b>	<b>181,047</b>	<b>2%</b>	
<b>EXPENDITURES</b>														
Salaries & Benefits	130,177	140,456	10,278	8%	1,277,425	1,504,574	227,149	18%	1,670,102	1,391,750	1,504,574	112,824	8%	
Purchase of Water	495,446	440,690	(54,757)	-11%	5,664,523	4,789,079	(875,444)	-15%	6,024,000	5,090,283	4,789,079	(301,204)	-6%	
WRC Operating Contract	143,819	156,103	12,284	9%	1,602,818	1,558,872	(43,946)	-3%	1,894,000	1,578,333	1,558,872	(19,462)	-1%	
Maintenance & Operating	122,124	126,961	4,837	4%	1,791,981	1,748,638	(43,343)	-2%	2,594,612	2,162,177	1,748,638	(413,538)	-19%	
IEPA Loan P&I	-	-	-	0%	214,325	214,325	-	0%	428,650	214,324	214,325	1	0%	
DWC Loan P&I	-	-	-	0%	56,891	55,910	(981)	-2%	55,910	55,910	55,910	(0)	0%	
Capital Outlay	11,092	52,055	40,963	369%	178,051	180,408	2,356	1%	3,503,000	3,503,000	180,408	(3,322,593)	-95%	
<b>Expenditure Totals</b>	<b>902,659</b>	<b>916,264</b>	<b>13,606</b>	<b>2%</b>	<b>10,786,015</b>	<b>10,051,806</b>	<b>(734,209)</b>	<b>-7%</b>	<b>16,170,274</b>	<b>13,995,777</b>	<b>10,051,806</b>	<b>(3,943,971)</b>	<b>-28%</b>	
<b>Net Increase / (Decrease)</b>	<b>103,446</b>	<b>150,905</b>	<b>47,459</b>		<b>52,842</b>	<b>1,608,233</b>	<b>1,555,391</b>		<b>(2,610,274)</b>	<b>(2,516,785)</b>	<b>1,608,233</b>	<b>4,125,018</b>		

Village of Carol Stream  
**Capital Budget Summary**  
For the Month Ended February 29, 2020

	MONTH				YTD				BUDGET*		
	Last Year	Current Year	Monthly Variance		Last Year	Current Year	YTD Variance		Annual	YTD	% of
	Feb	Feb	\$	%	YTD	YTD	\$	%	Budget	Actual	Total
<b>CAPITAL PROJECTS FUND</b>											
<b>REVENUES</b>											
Local Motor Fuel Tax	\$ 89,216	\$ 67,832	\$ (21,385)	-24%	\$ 593,442	\$ 728,538	\$ 135,096	23%	\$ 950,000	\$ 728,538	77%
Capital Grants	792	-	(792)	-100%	16,072	-	(16,072)	-100%	503,000	-	0%
Interest Income	13,577	8,572	(5,005)	-37%	181,585	202,581	20,996	12%	180,000	202,581	113%
All Other / Miscellaneous	-	-	-	0%	136,888	80,813	(56,075)	-41%	320,000	80,813	25%
<b>Revenue Totals</b>	<b>103,585</b>	<b>76,404</b>	<b>(27,181)</b>	<b>-26%</b>	<b>927,987</b>	<b>1,011,932</b>	<b>83,945</b>	<b>9%</b>	<b>1,953,000</b>	<b>1,011,932</b>	<b>52%</b>
<b>EXPENDITURES</b>											
Roadway Improvements	52	1,968	1,916	3703%	2,380,732	1,013,814	(1,366,918)	-57%	2,400,000	1,013,814	42%
Facility Improvements	616,651	5,573	(611,078)	-99%	6,512,323	250,950	(6,261,373)	-96%	150,000	250,950	167%
Stormwater Improvements	-	6,751	6,751	100%	136,636	203,184	66,548	49%	904,000	203,184	22%
Miscellaneous	-	-	-	0%	546	6,301	5,755	1054%	1,000	6,301	630%
<b>Expenditure Totals</b>	<b>616,703</b>	<b>14,292</b>	<b>(602,411)</b>	<b>-98%</b>	<b>9,030,237</b>	<b>1,474,248</b>	<b>(7,555,989)</b>	<b>-84%</b>	<b>3,455,000</b>	<b>1,474,248</b>	<b>43%</b>
<b>Net Increase / (Decrease)</b>	<b>(513,118)</b>	<b>62,113</b>	<b>575,230</b>	<b>-112%</b>	<b>(8,102,250)</b>	<b>(462,317)</b>	<b>7,639,934</b>	<b>-94%</b>	<b>(1,502,000)</b>	<b>(462,317)</b>	<b>31%</b>

**MFT FUND**

<b>REVENUES</b>											
Motor Fuel Tax Allotments	\$ 86,156	\$ 123,523	37,367	43%	\$ 857,764	\$ 1,186,828	329,064	38%	\$ 1,010,000	\$ 1,186,828	118%
Interest Income	2,391	4,333	1,941	81%	27,876	70,160	42,283	152%	50,000	70,160	140%
<b>Revenue Totals</b>	<b>88,547</b>	<b>127,856</b>	<b>39,309</b>	<b>44%</b>	<b>885,640</b>	<b>1,256,987</b>	<b>371,347</b>	<b>42%</b>	<b>1,060,000</b>	<b>\$ 1,256,987</b>	<b>119%</b>
<b>EXPENDITURES</b>											
Street Resurfacing - Capital	-	-	-	0%	-	1,889,420	1,889,420	100%	2,200,000	1,889,420	0%
Crack Filling	-	-	-	0%	93,450	75,658	(17,792)	-19%	123,000	75,658	62%
<b>Expenditure Totals</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0%</b>	<b>93,450</b>	<b>1,965,078</b>	<b>1,871,628</b>	<b>100%</b>	<b>2,323,000</b>	<b>1,965,078</b>	<b>85%</b>
<b>Net Increase / (Decrease)</b>	<b>88,547</b>	<b>127,856</b>	<b>39,309</b>	<b>44%</b>	<b>792,190</b>	<b>(708,091)</b>	<b>(1,500,281)</b>	<b>-189%</b>	<b>(1,263,000)</b>	<b>(708,091)</b>	<b>56%</b>

\* Due to the uncertainty of timing of various capital improvement projects, no YTD budget estimates are shown.

Village of Carol Stream  
**Police Pension Fund Budget Summary**  
For the Month Ended February 29, 2020

POLICE PENSION FUND	MONTH				YTD				BUDGET				
	Last Year	Current Year	Monthly Variance		Last Year	Current Year	YTD Variance		Annual	YTD	YTD	Variance	
	Feb	Feb	\$	%	YTD	YTD	\$	%	Budget	Budget	Actual	\$	%
<b>REVENUES</b>													
Investment Income	\$ 1,998,348	\$ 493,249	\$ (1,505,099)	-75%	\$ 954,646	\$ 4,688,209	\$ 3,733,563	391%	\$ 3,360,000	\$ 2,800,000	\$ 4,688,209	\$ 1,888,209	67%
Employee Contributions	49,458	47,585	(1,873)	-4%	517,820	571,309	53,490	10%	680,000	566,660	571,309	4,649	1%
Village Contribution	202,915	218,792	15,877	8%	2,029,150	2,187,920	158,770	8%	2,625,502	2,187,920	2,187,920	-	0%
Other Revenues	-	-	-	0%	-	226	226	100%	-	-	226	226	100%
<b>Revenue Totals</b>	<b>2,250,722</b>	<b>759,626</b>	<b>(1,491,095)</b>	<b>-66%</b>	<b>3,501,615</b>	<b>7,447,664</b>	<b>3,946,049</b>	<b>113%</b>	<b>6,665,502</b>	<b>5,554,580</b>	<b>7,447,664</b>	<b>1,893,084</b>	<b>34%</b>
<b>EXPENDITURES</b>													
Investment and Admin Fees	4,843	16,611	11,768	243%	128,161	110,732	(17,429)	-14%	171,500	142,917	110,732	(32,185)	-23%
Participant Benefit Payments	254,714	288,160	33,447	13%	2,451,350	2,750,190	298,839	12%	3,501,000	2,707,000	2,750,190	43,190	2%
<b>Expenditure Totals</b>	<b>259,557</b>	<b>304,771</b>	<b>45,214</b>	<b>17%</b>	<b>2,579,511</b>	<b>2,860,922</b>	<b>281,411</b>	<b>11%</b>	<b>3,672,500</b>	<b>2,849,917</b>	<b>2,860,922</b>	<b>11,005</b>	<b>0%</b>
<b>Net Increase / (Decrease)</b>	<b>1,991,165</b>	<b>454,855</b>	<b>(1,536,310)</b>		<b>922,104</b>	<b>4,586,743</b>	<b>3,664,639</b>		<b>2,993,002</b>	<b>2,704,663</b>	<b>4,586,743</b>	<b>1,882,079</b>	

Village of Carol Stream  
**TIF Fund Budget Summary**  
 For the Month Ended February 29, 2020

<b>NORTH/SCHMALE TIF</b>	MONTH				YTD				BUDGET				
	Last Year	Current Year	Monthly Variance		Last Year	Current Year	YTD Variance		Annual	YTD	YTD	Variance	
	Feb	Feb	\$	%	YTD	YTD	\$	%	Budget	Budget	Actual	\$	%
<b>REVENUES</b>													
TIF Property Taxes	\$ -	\$ -	\$ -	0%	\$ 316,903	\$ 349,372	\$ 32,469	10%	\$ 326,000	\$ 326,000	\$ 349,372	\$ 23,372	7%
Sales Taxes	-	34,930	34,930	100%	63,766	102,276	38,509	60%	95,700	95,700	102,276	6,576	7%
Interest Income	562	588	26	5%	4,871	6,590	1,720	35%	6,600	5,530	6,590	1,060	19%
Village Contribution	-	-	-	0%	17,136	19,241	2,106	12%	18,200	18,200	19,241	1,041	6%
<b>Revenue Totals</b>	<b>562</b>	<b>35,517</b>	<b>34,955</b>	<b>6221%</b>	<b>402,676</b>	<b>477,479</b>	<b>74,804</b>	<b>100%</b>	<b>446,500</b>	<b>445,430</b>	<b>477,479</b>	<b>32,049</b>	<b>7%</b>
<b>EXPENDITURES</b>													
Legal Fees	-	-	-	0%	2,634	1,075	(1,559)	-59%	3,000	2,500	1,075	(1,425)	-57%
Other Expenses	-	-	-	0%	215,748	230,493	14,745	7%	215,000	215,000	230,493	15,493	7%
<b>Expenditure Totals</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0%</b>	<b>218,382</b>	<b>231,568</b>	<b>13,186</b>	<b>6%</b>	<b>218,000</b>	<b>217,500</b>	<b>231,568</b>	<b>14,068</b>	<b>6%</b>
<b>Net Increase / (Decrease)</b>	<b>562</b>	<b>35,517</b>	<b>34,955</b>		<b>184,294</b>	<b>245,911</b>	<b>61,618</b>		<b>228,500</b>	<b>227,930</b>	<b>245,911</b>	<b>17,981</b>	

Village of Carol Stream  
**State and Federal Asset Seizure Fund Summary**  
For the Month Ended February 29, 2020

	MONTH				YTD				BUDGET*		
	Last Year Feb	Current Year Feb	Monthly Variance		Last Year YTD	Current Year YTD	YTD Variance		Annual Budget	YTD Actual	% of Total
			\$	%			\$	%			
<b>State Asset Seizure Fund</b>											
<b>REVENUES</b>											
Transfer from General Fund		\$ 231,707	\$ 231,707	100%		\$ 231,707	\$ 231,707	100%		\$ 231,707	100%
State Drug Seizure		-	-	0%		-	-	0%		-	0%
State Money Laundering		-	-	0%		-	-	0%		-	0%
State Vehicle Seizure		-	-	0%		-	-	0%		-	0%
<b>Revenue Totals</b>	-	<b>231,707</b>	<b>231,707</b>	<b>100%</b>	-	<b>231,707</b>	<b>231,707</b>	<b>100%</b>	-	<b>231,707</b>	<b>100%</b>
<b>EXPENDITURES</b>											
State Drug Seizure		5,817	5,817	100%		5,817	5,817	100%		5,817	100%
State Money Laundering		-	-	0%		-	-	0%		-	0%
State Vehicle Seizure		-	-	0%		-	-	0%		-	0%
<b>Expenditure Totals</b>	-	<b>5,817</b>	<b>5,817</b>	<b>100%</b>	-	<b>5,817</b>	<b>5,817</b>	<b>100%</b>	-	<b>5,817</b>	<b>100%</b>
<b>Net Increase / (Decrease)</b>	-	<b>225,890</b>	<b>225,890</b>	<b>100%</b>	-	<b>225,890</b>	<b>225,890</b>	<b>100%</b>	-	<b>225,890</b>	<b>100%</b>
<b>Federal Asset Seizure Fund</b>											
<b>REVENUES</b>											
Transfer from General Fund		\$ 21,104	21,104	100%		\$ 21,104	21,104	100%		\$ 21,104	100%
Federal DOJ Seizure		143,412	143,412	100%		143,412	143,412	100%		143,412	100%
Federal Treasury Seizure		7,044	7,044	100%		7,044	7,044	100%		7,044	100%
<b>Revenue Totals</b>	-	<b>171,559</b>	<b>171,559</b>	<b>100%</b>	-	<b>171,559</b>	<b>171,559</b>	<b>100%</b>	-	<b>\$ 171,559</b>	<b>100%</b>
<b>EXPENDITURES</b>											
Federal DOJ	-	4,349	4,349	100%		4,349	4,349	100%		4,349	100%
Federal Treasury	-	-	-	0%		-	-	0%		-	0%
<b>Expenditure Totals</b>	-	<b>4,349</b>	<b>4,349</b>	<b>100%</b>	-	<b>4,349</b>	<b>4,349</b>	<b>100%</b>	-	<b>4,349</b>	<b>100%</b>
<b>Net Increase / (Decrease)</b>	-	<b>167,211</b>	<b>167,211</b>	<b>100%</b>	-	<b>167,211</b>	<b>167,211</b>	<b>100%</b>	-	<b>167,211</b>	<b>100%</b>

\* Due to the uncertainty of timing of revenues and expenditures, no YTD budget estimates are shown.

Village of Carol Stream  
**Schedule of Cash and Investment Balances**  
 February 29, 2020

FUND	CASH	LGIPs*	Investments**	TOTAL CASH & INVESTMENTS	LAST YEAR 2/28/2019
GENERAL FUND	\$ 1,540,646.96	\$ 10,509,329.30	\$ -	\$ 12,049,976.26	\$ 10,271,323.80
WATER & SEWER FUND	228,035.95	12,736,043.43	484,300.00	13,448,379.38	12,108,213.82
CAPITAL PROJECTS FUND	132,632.42	6,488,415.50	-	6,621,047.92	7,898,449.98
MFT FUND	-	3,319,122.77	-	3,319,122.77	3,783,766.95
NORTH/SCHMALE TIF FUND	313,421.32	452,427.96	-	765,849.28	495,550.72
POLICE PENSION FUND	211,115.09	143,398.78	54,242,539.74	54,597,053.61	47,545,252.37
STATE ASSET SEIZURE FUND	231,706.99	-	-	231,706.99	-
FEDERAL ASSET SEIZURE FUND	167,210.53	-	-	167,210.53	-
<b>TOTAL</b>	<u>\$ 2,824,769.26</u>	<u>\$ 33,648,737.74</u>	<u>\$ 54,726,839.74</u>	<u>\$ 91,200,346.74</u>	<u>\$ 82,102,557.64</u>

\* Local Government Investment Pools (LGIP) include the Illinois Funds and IMET.

\*\* Detailed investment schedule on following page (excludes Police Pension investments under separate management).

**Village of Carol Stream  
Schedule of Investments Certificates of Deposit  
February 29, 2020**

<u>FDIC #</u>	<u>Coupon</u>	<u>Financial Institution</u>	<u>State</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u># Days</u>	<u>Total Cost</u>	<u>Net Yield</u>	<u>Face/ Par</u>
							#10125		
<b>04 - Water and Sewer</b>									
29147	3.100%	Northeast Community Bank	NY	12/17/2018	12/17/2019	365	\$ -	2.780%	\$ 205,560.11
33823	3.050%	Capital Community Bank	UT	12/17/2018	12/17/2019	365	-	2.752%	205,504.00
22398	2.850%	Modern Bank, National Association	NY	12/17/2018	9/13/2019	270	-	2.600%	105,108.40
24045	3.000%	Pacific Western Bank	CA	1/16/2019	3/11/2020	420	242,100.00	2.731%	249,713.74
57993	2.910%	Servisfirst Bank	FL	1/16/2019	3/11/2020	420	242,200.00	2.707%	249,723.68
<b>Subtotal</b>							<b>\$ 484,300.00</b>		
<b>Total</b>							<b>\$ 484,300.00</b>		