

Village of Carol Stream

BOARD MEETING

AGENDA

MARCH 5, 2018

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 February 20, 2018 Special Workshop Meeting.
2. Approval of Minutes of the February 20, 2018 Village Board Meeting.

C. LISTENING POST:

1. Resolution No. 2996 Honoring Cheri Paskevicz upon her 20th Anniversary of Employment with the Village of Carol Stream Police Department.
2. Addresses from Audience (3 Minutes).

D. PUBLIC HEARINGS:

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:

1. Plan Commission/Zoning Board of Appeals
 - a. #18-0003 Shive Hattery/Andigo-426 W. Army Trail Road
Sign Code Variations
RECOMMENDED APPROVAL WITH CONDITIONS 5-0
 - b. #16-2075 Midwest Sign and Lighting/Northwestern Medicine-
690 E. North Avenue
North Avenue Corridor Review – Monument Sign
APPROVED 5-0

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- c. #18-0004 Village of Carol Stream-500 N. Gary Avenue
2018 Zoning Map
RECOMMEND APPROVAL 5-0

- d. #18-0005 Car Wash Development, LLC/Wash U Car Wash-640
E. North Avenue
North Avenue Corridor Review – Exterior Building Modifications
APPROVED 5-0

G. OLD BUSINESS:

H. STAFF REPORTS AND RECOMMENDATIONS:

1. Award of Contract for Engineering Design Services for the Lies Road Pavement Rehabilitation Project – Gary Avenue to Schmale Road. *Staff recommends approving the Agreement with TranSystems Corp. for Professional Services to provide Phase I and II engineering for the Lies Road Pavement Rehabilitation Project at a cost not to exceed \$39,010.00, pursuant to the provisions of Sections 5-8-3(B) and 5-8-14(A) of the Carol Stream Code of Ordinances.*

2. 2018 Flexible Pavement Project Award of Contract. *Staff recommends the 2018 Flexible Pavement Project be awarded to Schroeder Asphalt Services of Huntley in the amount of \$1,921,872.65.*

3. Award a Contract for Water Storage Tank Coating and Repairs. *Staff recommends awarding a contract to Dynamic Industrial Services for Water Storage Tank Coating and Repairs in the amount of \$119,700.*

4. Award a Contract for Sidewalk Saw-Cutting Services. *Staff recommends awarding a contract to Hard Rock Concrete Cutters for Sidewalk Saw-Cutting Services in the amount of \$19,744.50.*

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I. ORDINANCES:

1. Ordinance No. 2018-03-____ an Ordinance Increasing the Home Rule Municipal Retailers' Occupation Tax and Home Rule Municipal Service Occupation Tax. *An increase to the Village's home rule sales tax rate from 0.75% to 1.00% is recommended to replace revenues lost from the loss of major retailers in the Village, to offset new fees imposed by the State of Illinois related to the collection of sales taxes and to offset reductions by the State of Illinois in income taxes shared with units of local government. The increase in home rule sales tax rate will become effective July 1, 2018.*
2. Ordinance No. 2018-03-____ Amending Chapter 8, Article 6 of the Carol Stream Traffic Code – Parking Schedules (Parking Prohibited; Signs Required). *Staff recommends adding No Parking signs on Sype Drive on the north and west sides and on Bennett Drive on the north and west sides, and both sides between North Avenue and Sype Drive.*

J. RESOLUTIONS:

1. Resolution No. _____ Approving and Authorizing the Execution of an Intergovernmental Agreement between the Village of Carol Stream and the County of DuPage for the Installation of a Span Wire Traffic Signal at CH 7/St. Charles Road and President Street including future maintenance/energy responsibilities Section No. 18-00297-00-TL. *Staff recommends approval of the Intergovernmental Agreement with the County of DuPage for installation of a traffic signal at St. Charles Road and President Street.*
2. Resolution No. _____ Declaring Support of the “Wyland Mayor’s Challenge for Water Conservation”. *Staff recommends encouraging water conservation in the Village of Carol Stream through participation in the National Mayor’s Challenge for Water Conservation.*
3. Resolution No. _____ Authorizing the Execution of the Official Zoning Map of the Village of Carol Stream. *See Item F-1-c.*

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K. NEW BUSINESS:

1. PC/ZBA Case 18-0003, Shive-Hattery/Andigo – 426 W. Army Trail Road, Sign Code Variations for Wall Signage. *Village Board direction is sought to affirm or reverse the decision of the PC/ZBA approving the sign code variations subject to conditions.*

L. PAYMENT OF BILLS:

1. Regular Bills: February 21, 2018 through March 5, 2018.
2. Addendum Warrants: February 21, 2018 through March 5, 2018.

M. REPORT OF OFFICERS:

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

N. EXECUTIVE SESSION:

1. Compensation for one or more classes of employees.

O. ADJOURNMENT:

LAST ORDINANCE	2018-02-07	LAST RESOLUTION	2996
NEXT ORDINANCE	2018-03-08	NEXT RESOLUTION	2997

Village of Carol Stream
Special Meeting of the Village Board
FY 19 Budget Workshop-General Fund/Other Funds
Carol Stream Fire Protection District – Fire Station 28
365 Kuhn Road, Carol Stream, IL 60188
February 20, 2018
6:00 p.m. – 7:11 p.m.

Meeting Notes

ATTENDANCE:

Mayor Pro Tem Matt McCarthy
Trustee Greg Schwarze
Trustee David Hennessey
Trustee Rick Gieser
Trustee John LaRocca
Trustee Mary Frusolone
Village Clerk Laura Czarnecki

Joseph E. Breinig, Village Manager
Bob Mellor, Assistant Village Manager
Tia Messino, Asst. to the Village Manager
Jon Batek, Finance Director
Jim Knudsen, Engineering Director
Phil Modaff, Public Works Director
Ed Sailer, Police Chief
Don Bastian, Community Dev. Director
Caryl Rebholz, Emp. Relations Dir.
Marc Talavera, IT Director

ABSENT: Mayor Frank Saverino, Sr.

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

Present: Mayor Pro Tem McCarthy, Trustees Hennessey, LaRocca, Gieser, Frusolone and Schwarze

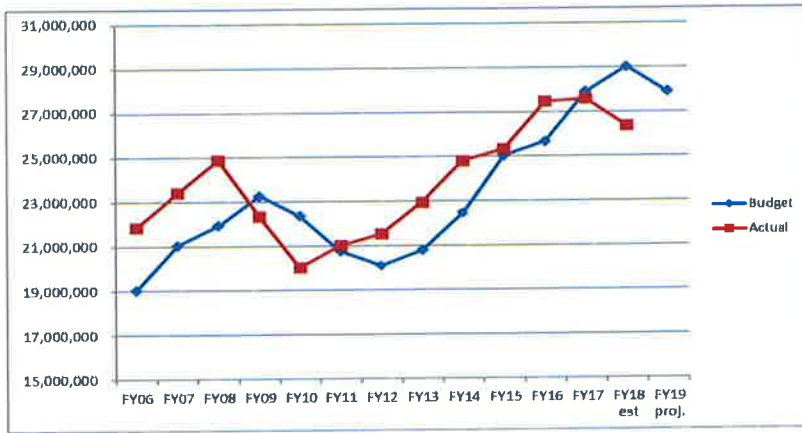
Absent: Mayor Frank Saverino, Sr.

Trustee Gieser departs at 6:35 p.m.

FY 19 Budget Workshop-General Fund/Other Funds

Finance Director Jon Batek discussed General Fund Revenues and Expenditures and proposed departmental budgets. Each department presented their budgets to the Village Board.

General Fund Revenues – Budget vs Actual



General Fund

FY19 Revenue Projections

- Total GF revenues for FY19 projected to increase by 5.8% over the FY18 estimated actual revenues (\$1,521,300).
- Most of this revenue growth comes from proposed increase in Home Rule Sales Tax from 0.75% to 1.00% eff. July 1, 2018.
- Base sales tax revenues remain significantly below FY18 budget due to loss of major retailers during FY18. To be presented to the Village Board at the March 5, 2018 Board meeting.

	<u>FY17</u> <u>Actual</u>	<u>FY18</u> <u>Budget</u>	<u>FY18</u> <u>Estimate</u>	<u>FY19</u> <u>Projected</u>	<u>FY19</u> <u>Over/</u> <u>(Under)</u> <u>FY18 Budget</u>	<u>FY19</u> <u>Over/</u> <u>(Under)</u> <u>FY18 Est.</u>
Sales Tax	\$ 7,688,493	\$ 8,400,000	\$ 7,202,000	\$ 7,418,000	\$ (982,000)	216,000
State Income Tax	3,753,675	3,865,000	3,635,000	3,345,000	(290,000)	0
Home Rule Sales Tax	4,533,481	4,872,000	4,078,000	5,367,000	495,000	1,289,000
Utility Tax - Telecomm.	1,128,321	1,085,000	1,070,000	974,000	(111,000)	(96,000)
Utility Tax - Electricity	1,884,848	1,870,000	1,853,000	1,870,000	-	17,000
Natural Gas Use Tax	536,590	570,000	580,000	570,000	-	(10,000)
Real Estate Transfer Tax	679,592	825,000	1,167,000	900,000	75,000	(267,000)
Hotel Tax Receipts	337,907	346,000	313,000	355,000	9,000	42,000
Other Taxes	<u>1,520,493</u>	<u>1,544,500</u>	<u>1,565,200</u>	<u>1,626,500</u>	<u>82,000</u>	<u>61,300</u>
Total Taxes	22,063,400	23,377,500	21,343,200	22,885,500	(492,000)	1,542,300
Licenses and Permits	1,264,459	1,704,200	1,156,300	1,220,500	(483,700)	64,200
Grants	101,658	122,600	120,000	100,000	(22,600)	(20,000)
Charges for Services	1,786,542	1,699,700	1,728,300	1,774,000	74,300	45,700
Fines and Forfeitures	1,401,056	1,457,000	1,443,000	1,381,000	(76,000)	(62,000)
Interest Income	39,914	45,000	89,000	140,000	95,000	51,000
Miscellaneous Revenue	<u>552,229</u>	<u>612,000</u>	<u>488,900</u>	<u>389,000</u>	<u>(223,000)</u>	<u>(99,900)</u>
Total Revenues	\$ 27,209,258	\$ 29,018,000	\$ 26,368,700	\$ 27,890,000	\$ (1,128,000)	\$ 1,521,300
					-4.1%	5.8%

General Fund Budget-FY19 BUDGET SUMMARY

Current Year FY18 Projected Surplus

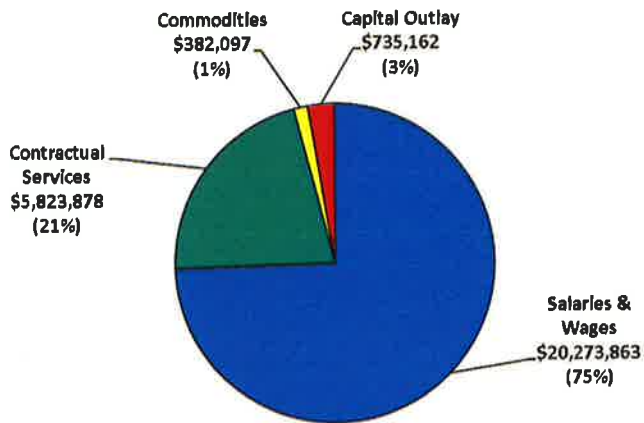
Estimated Revenues	\$ 26,488,700	9.1% below budget
Estimated Expenditures*	<u>26,388,700</u>	5.1% below budget
Projected Surplus	<u><u>\$ 165,000</u></u>	

FY19 Budget is Balanced as Proposed

Projected Revenues	\$ 27,430,000	5.8% growth over FY18 est.
Proposed Expenditures	<u>27,215,000</u>	4.1% growth over FY18 est.
Budgeted Surplus	<u><u>\$ 445,000*</u></u>	

*** Compensation adjustments included in this total.**

*Proposed General Corporate Fund Expenditures by Type
Fiscal Year 19 Beginning May 1, 2018*



*Draft General Corporate Fund Budget Expenditures
FY19 Proposed Compared to FY18 Budget*

	Actual FY 16/17	Revised Budget FY 17/18	Estimated FY 17/18	Proposed Budget FY 18/19	FY18/19 Proposed to FY17/18 Budget	
Personal Services	\$ 11,782,731	\$ 12,824,903	\$ 12,313,211	\$ 12,876,965	\$ 52,062	0.4%
Seasonal Help	53,731	59,695	46,510	50,574	(9,121)	-15.3%
Court Time	124,016	142,000	126,200	147,200	5,200	3.7%
Overtime	642,009	789,585	693,946	717,450	(72,135)	-9.1%
Group Insurance	1,506,335	1,795,414	1,795,414	1,857,241	61,827	3.4%
IMRF	877,502	907,174	855,050	883,817	(23,357)	-2.6%
FICA	907,541	977,798	958,583	983,506	5,708	0.6%
Work Comp	310,122	312,132	312,132	312,132	-	0.0%
Unemployment	10,910	10,000	2,500	10,000	-	0.0%
Police Pension	<u>1,833,135</u>	<u>2,072,751</u>	<u>2,072,751</u>	<u>2,434,978</u>	<u>362,227</u>	<u>17.5%</u>
Total Salaries & Wages	18,048,032	19,891,452	19,176,297	20,273,863	382,411	1.9%
Contractual Services	5,245,339	6,124,658	5,745,663	5,823,878	(300,780)	-4.9%
Commodities	306,038	421,599	287,780	382,097	(39,502)	-9.4%
Capital Outlay	<u>1,218,165</u>	<u>1,105,862</u>	<u>928,960</u>	<u>735,162</u>	<u>(370,700)</u>	<u>-33.5%</u>
Subtotal	<u>\$ 24,817,574</u>	<u>\$ 27,543,571</u>	<u>\$ 26,138,700</u>	<u>\$ 27,215,000</u>	<u>\$ (328,571)</u>	<u>-1.2%</u>
Other - Transfer to Capital	<u>2,000,000</u>	<u>1,474,429</u>	<u>-</u>	<u>675,000</u>		
Total	<u>\$ 26,817,574</u>	<u>\$ 29,018,000</u>	<u>\$ 26,138,700</u>	<u>\$ 27,890,000</u>		

*Changes in Proposed Village Staffing
FY19*

FY18 Authorized Positions **163.90**

Information Technology

+ IT Technician

(staff costs fully reimbursed by Library) 1.00

Police Department

- Eliminate Vacant PT Records Clerk (0.50)

- Crime Free Housing Coordinator (1.00)

+ Public Information Specialist 1.00

(assumes duties of Crime Free Housing Coord.)

Public Works

+ WSE II (Water and Sewer Fund) 1.00

Proposed FY19 Authorized Staffing **165.40**

Net Change from FY18 **1.50**

% Change from FY18 **0.9%**

Proposed FY19-General Fund Budget

DEPARTMENT HIGHLIGHTS

Administration – Misc. Smaller Budgets

- Legislative Board (\$135K)
 - 15% (\$22K) reduction from FY18 Budget.
 - Goal Setting Workshop – “off” year (scheduled FY20 - \$6K)
 - Eliminated Senior Council contrib. (\$10K) – to be reconsidered in FY20
 - No Single Audit (based on grants) required for next year (\$3K)
 - CATV/PEG Expense (\$32K) to account for use of PEG fees.
- Legal Services (\$290K)
 - General Counsel – Village Attorney
 - Labor Counsel
 - Village Prosecutor (DUI and Ord. Violations)
- Emergency Services
 - \$29K set aside for emergency management function.
- Administration (\$890K) Salaries & Ins. Costs/Deductibles
 - Funds included for videographer.
- Municipal Building (\$687K) TC M&R, Janitorial, MC M&R (after 2 yr. warranty), MC move back & room amenities.
 - Town Center
 - Fountain motor/pump repairs – systematic replacement of aging mechanical components (\$8,000)
 - Paint/stain/wood replacement – Town Center (\$15,900)
 - Municipal Center
 - Expanded investment in janitorial services for renovated Municipal Center (pro-rated based on December 2018 projected move-in)
 - Rent at 505 E. North Ave. FY19 expense reduced by \$105,000 reflecting 8 months of occupancy. Additional \$210,000 expense reduction into FY20.
 - Reduced maintenance costs in FY19 based on renovation warranties.
 - Full move-back costs budgeted (\$32,500)
 - Additional allotment for non-project related new office expenses (\$60,000) (e.g. chair mats, desktop amenities, supplies, etc.)

Information Technology

- New IT Technician (Library IGA, fully reimbursed) *Cost Neutral Proposition
- Website Redesign – Implementation (\$35,000) Year 2 Cost-Year 1 \$11K
- GIS Program (\$193,200)
 - Centrally located under Information Technology. Cost-shared with Water and Sewer Fund
- Comcast Data and Voice Service (\$54,000)
 - In the coming year an evaluation of a microwave infrastructure to interconnect the buildings will be considered as a Comcast alternative.
- Disaster Recovery / Business Continuity Site (\$20,000) with DuPage County at no cost to VOCS
- Replacement Core Server Equipment
- New Phone System - deferred to FY20
- Network Switching Equipment
- Cellphone Repeater/Amplifier Equipment
- Police Radio Antenna Replacement
- Police Voice Logger
- Data and Voice Service Restoration
- Wireless Networking Infrastructure

Human Resources

- Consultant – Continuation of leadership development/ training.
- Continuation of Wellness Program initiatives.
- Employee engagement initiatives.

Financial Management

- Reassigning contract clerical assistance to Water/Sewer Fund for proposed Automated Meter Reading (AMR) replacement program.
- Cash receipting software upgrade (MUNIS financial system) to integrate credit card processing and possible e-commerce solutions (\$30,000). (using seamless docs)

Engineering Services

- Continued integration of new Asset and Operations Management software. (cartograph)
- Added preparation of Elevation Certificates for flood plain properties to meet NFIP requirements.
- Complete bridge and culvert inspections delayed from last year.
- Purchase 6 stream level sensors to collect data for optimizing the Gary – Kehoe Flood Control Reservoir, determining bank full conditions for detention basin rehabilitations and monitoring chloride concentrations.
- Stream cleaning to remove flow obstructions. (\$25K) as needed.

Community Development

- **Building Code Adoption** – Purchase, review and prepare local amendments to the 2018 ICC series of codes and the 2017 NEC. Includes consultant assistance w/local amendments and a new codes open house (\$9,000).
- **Unified Development Ordinance (UDO)** – Begin two year project, led by CMAP (as a lower cost option to completing on our own), to update the Zoning Code (1987), Subdivision Code (1979) and Sign Code (1992), incorporating all three codes into a user-friendly UDO (\$25,000 local match paid out of FY17/18 budget).
- **Contract Property Maintenance Inspector** – Continue use of contract services for seasonal (May to September) proactive property maintenance inspections (\$14,000).
- **Economic Development** – Pursue annexation of strategic properties near or adjacent to corporate limits.

Police Department

- 2 Police Officer positions held until Oct 31.
- Crime Free Housing Coordinator position duties absorbed into new Public Information Specialist position.
- Continued significant focus on training.
- Report writing software replacement.
- Deferral of 2 squad replacements (reduced from 5 to 3 next year) (\$90K)

Public Works Department

- Facilities Technician approved in FY18
 - Vacant and frozen for now but remains in FY19 budget.
- Rehabilitation of two trucks
 - One small dump truck (\$40,500)
 - One large dump truck (\$68,000)
 - Defer one scheduled large dump truck rehab to FY20.
- Remove underground fueling system and add small above ground diesel tank for tractors and mowers.
- Replacement of floor scrubber/pressure washer.
- Replace aerator in east lake of Town Center.

NORTH AVENUE / SCHMALE ROAD TIF FUND

- TIF Structure
 - Non-monetized Village note of \$3.5M.
 - 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.
- First property tax increment not received until 20 months later (June, 2016). Result has been a slow start, and interest deficiencies thru 4/30/17.
- FY18 – Interest deficiencies covered in full + \$48K of first principal payments made on the note.
- FY18 - \$491,631 paid in P&I on note through 4/30/18.
- FY19 projected principal payments = \$85K

POLICE PENSION FUND

- Funding comes from three (3) sources:
 - Officer Contributions (9.91% of Base Pay)
 - Interest Earned on Investment Portfolio
 - Actuarial Contribution Made by the Village
- \$44.3 million in net assets at April 30, 2017.
 - Officer + Village Contributions covering benefits at 1:1 ratio through first 8 months of FY18.
 - \$3.0 million in new value through first 8 months of FY19. >10% annualized return.
 - Asset Value at 12/31/17 = \$47.3 million
- 61.7% funded as of April 30, 2017 vs 59.4% last year.
- Village contribution increases by \$362,227 or 17.5% in FY19 over FY18. FY19 contrib. = \$2.435M.
 - Includes reduction in interest rate assumption from 7.25% to 7.00%

The Village Board generally felt the General Fund budgets were appropriate.

There being no further business, Trustee Frusolone moved and Trustee Hennessey made the second to adjourn the Special Board meeting. The meeting was adjourned unanimously at 7:11 p.m.

FOR THE BOARD OF TRUSTEES

Matthew McCarthy, Mayor Pro Tem

ATTEST:

Laura Czarnecki, Village Clerk

**REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES
Carol Stream Fire Protection District, Station No. 28, 365 Kuhn Road,
Carol Stream, DuPage County, IL**

February 20, 2018

Mayor Pro Tem McCarthy 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 Pro Tem Matt McCarthy and Trustees David Hennessey, John LaRocca, Rick Gieser, Mary Frusolone and Greg Schwarze

Absent: Mayor Frank Saverino, Sr.

Also Present: Village Manager Joe Breinig, Assistant Village Manager Bob Mellor, Village Clerk Laura Czarnecki and Village Attorney Jim Rhodes

*All persons physically present at meeting unless noted otherwise

MINUTES:

Trustee Schwarze moved and Trustee LaRocca made the second to approve the Minutes of the February 5, 2018 Special Workshop meeting of the Village Board. The results of the roll call vote were as follows:

Ayes: 4 Trustees LaRocca, Gieser, Schwarze and McCarthy

Abstain: 2 Trustees Hennessey and Frusolone

Absent 0

The motion passed.

Trustee Gieser moved and Trustee LaRocca made the second to approve the Minutes of the February 5, 2018 regular meeting of the Village Board. The results of the roll call vote were as follows:

Ayes: 4 Trustees LaRocca, Gieser, Schwarze and McCarthy

Abstain: 2 Trustees Hennessey and Frusolone

Absent 0

The motion passed.

Trustee LaRocca moved and Trustee Gieser made the second to approve, but not release the Minutes of the February 5, 2018 Executive Session meeting of the Village Board. The results of the roll call vote were as follows:

Ayes: 4 Trustees LaRocca, Gieser, Schwarze and McCarthy
Abstain: 2 Trustees Hennessey and Frusolone
Absent 0

The motion passed.

LISTENING POST:

1. Resolution No. 2990 Honoring Jeff Degnan upon his 25th Anniversary of Employment with the Village of Carol Stream Police Department.

Trustee Gieser moved and Trustee Frusolone made the second to approve Resolution No. 2990 Honoring Jeff Degnan upon his 25th Anniversary of Employment with the Village of Carol Stream Police Department.

Ayes: 6 Trustees Hennessey, LaRocca, Gieser, Frusolone, Schwarze and McCarthy

Nays: 0

Absent: 0

The motion passed.

2. Resolution No. 2991 Honoring John Zalak upon his 25th Anniversary of Employment with the Village of Carol Stream Police Department.

Trustee Frusolone moved and Trustee Schwarze made the second to approve Resolution No. 2991 Honoring John Zalak upon his 25th Anniversary of Employment with the Village of Carol Stream Police Department.

Ayes: 6 Trustees Hennessey, LaRocca, Gieser, Frusolone, Schwarze and McCarthy

Nays: 0

Absent: 0

The motion passed.

3. Resolution No. 2992 Recognizing the Service of Chamber of Commerce Executive Director Luanne Triolo Newman.

Trustee Schwarze moved and Trustee LaRocca made the second to approve Resolution No. 2992 Recognizing the Service of Chamber of Commerce Executive Director Luanne Triolo Newman.

Ayes: 6 Trustees Hennessey, LaRocca, Gieser, Frusolone, Schwarze and McCarthy

Nays: 0

Absent: 0

The motion passed.

4. Historical Spotlight: Carol Stream Park District – Jackie Jeffery and Brenda Gramann. *Trustee Gieser introduced Jackie Jeffery and Brenda Gramann who spoke on the creation of the Carol Stream Park District 54 years ago and creation of the Carol Stream park system.*

5. Addresses from Audience (3 Minutes). *None.*

PUBLIC HEARINGS:

CONSENT AGENDA:

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

Ayes: 6 Trustees Hennessey, LaRocca, Gieser, Frusolone, Schwarze and McCarthy

Nays: 0

Absent: 0

The motion passed.

Trustee Hennessey moved and Trustee Gieser 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 Hennessey, LaRocca, Gieser, Frusolone, Schwarze and McCarthy

Nays: 0

Absent: 0

The motion passed.

1. Alcohol Concession Agreement – 2018 Summer Concert Series.
2. Mowing of Rights-of-Way and Village Properties Contract Extension.
3. Plant Bed Maintenance Contract Extension.
4. Mosquito Abatement Services.
5. Tuckpointing at the WRC Sand Filter Building.
6. Ordinance No. 2018-02-05 Amending Chapter 8, Article 6 of the Carol Stream Traffic Code-Parking Schedules.
7. Ordinance No. 2018-02-06 Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by decreasing the number of Class C Liquor Licenses from 19 to 18 (RRP260, Inc. d/b/a Red Rooster Pantry, 260 County Farm Road) and increasing the number of Class C Liquor Licenses from 18 to 19 (PRR108 Corporation d/b/a Red Rooster Pantry, 260 County Farm Road).
8. Ordinance No. 2018-02-07 Amending the Carol Stream Code of Ordinances, Chapter 3, Boards and Commissions, Article 2. Board of Fire and Police Commission, Section 3-2-2, Qualifications.
9. Resolution No. 2993 Accepting a Grant of Storm Water Management and Conveyance Easement (475 S. Schmale Road – First Acorn-Home Depot).
10. Resolution No. 2994 Accepting a Grant of a Water Main Easement (First Acorn, LLC, 475 S. Schmale Road).
11. Resolution No. 2995 Declaring Surplus Property owned by the Village of Carol Stream.
12. Resolution No. 2996 Authorizing participation in the Northern Illinois Municipal Electric Collaborative (NIMEC) and authorizing the Mayor or his Designee to approve a Contract with the lowest cost electricity provider for a period up to 36 months.
13. Appointment to the Police Pension Fund Board.
14. Raffle License Application-Carol Stream Rotary Club.
15. Payment of Regular and Addendum Warrant of Bills from February 6, 2018 through February 20, 2018.
16. Treasurer's Report: Revenue/Expenditure Statement and Balance Sheet, Month ended January 31, 2018.

Trustee Frusolone moved and Trustee Hennessey 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 Hennessey, 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.

Alcohol Concession Agreement – 2018 Summer Concert Series:

The Village Board approved the Summer Concert Series Alcohol Concession Agreement between the Village of Carol Stream and Carol Stream Rotary Club to provide the sale of beer and hard lemonade.

Mowing of Rights-of-Way and Village Properties Contract Extension:

The Village Board approved an extension of the contract with Beary Landscape Management for mowing rights-of-way and Village properties in the amount of \$72,097.00 for the period of May 1, 2018 through April 30, 2019 pursuant to the provisions of Section 5-8-3(B) and subsection 5-8-14(N) of the Village Code of Ordinances.

Plant Bed Maintenance Contract Extension:

The Village Board approved an extension of the contract with Green Horizon Landscaping for plant bed maintenance in the amount of \$42,000.00 for the period of May 1, 2018 through April 30, 2019 pursuant to the provisions of Section 5-8-3(B) and subsection 5-8-14(N) of the Village Code of Ordinances.

Mosquito Abatement Services:

The Village Board approved an agreement between the Village of Carol Stream and Clarke Environmental Mosquito Management, Inc. for mosquito abatement services for the period of 2018 through 2021 at an annual cost of \$33,300.00.

Tuckpointing at the WRC Sand Filter Building:

The Village Board approved a contract for tuckpointing at the WRC Sand Filter Building to Brown and Root Industrial Services in the amount of \$31,968.22 pursuant to the provisions of Section 5-8-3(B) and subsection 5-8-14(K) of the Carol Stream Code of Ordinances.

Ordinance No. 2018-02-05 Amending Chapter 8, Article 6 of the Carol Stream Traffic Code-Parking Schedules:

The Village Board approved amending the parking restrictions to Mercedes Drive which includes Stopping, Standing or Parking Prohibited on the north side from Gary Avenue to 250 feet east and the south side from Gary Avenue to 600 feet east.

Ordinance No. 2018-02-06 Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by decreasing the number of Class C Liquor Licenses from 19 to 18 (RRP260, Inc. d/b/a Red Rooster Pantry, 260 County Farm Road) and increasing the number of Class C Liquor Licenses from 18 to 19 (PRR108 Corporation d/b/a Red Rooster Pantry, 260 County Farm Road):

The Village Board approved issuing a Class C Liquor License to PRR108 Corporation who are the new owners of Red Rooster Pantry located at 260 County Farm Road.

Ordinance No. 2018-02-07 Amending the Carol Stream Code of Ordinances, Chapter 3, Boards and Commissions, Article 2. Board of Fire and Police Commission, Section 3-2-2, Qualifications:

The Village Board approved amending the Code of Ordinances to remove political party affiliation as a qualification for selection of Board of Police and Fire Commissioners.

Resolution No. 2993 Accepting a Grant of Storm Water Management and Conveyance Easement (475 S. Schmale Road – First Acorn-Home Depot):

The Village Board accepted the grant of easement for stormwater management and conveyance for the property located at 475 S. Schmale Road.

Resolution No. 2994 Accepting a Grant of a Water Main Easement (First Acorn, LLC, 475 S. Schmale Road):

The Village Board accepted the Schmale Road Watermain Easement located at 475 S. Schmale Road and authorized payment be made to First Acorn, LLC in the amount of \$3,485.00 for their expenses.

Resolution No. 2995 Declaring Surplus Property owned by the Village of Carol Stream:

The Village Board declared surplus the Spencer Power Mizer Multi-stage Centrifugal Cast Blower which will be disposed through public auction.

Resolution No. 2996 Authorizing participation in the Northern Illinois Municipal Electric Collaborative (NIMEC) and authorizing the Mayor or his Designee to approve a Contract with the lowest cost electricity provider for a period up to 36 months:

The Village Board approved to participate in the Northern Illinois Municipal Electric Collaborative (NIMEC) and authorized the Village to enter into an agreement with the lowest cost electricity supplier.

Appointment to the Police Pension Fund Board:

The Village Board reappointed Anthony Simonetta to the Police Pension Fund Board for a term expiring April 30, 2020.

Raffle License Application-Carol Stream Rotary Club:

The Village Board approved a raffle license and waiver of the fee and manager's fidelity bond for their Chili Open to be held on May 11, 2018.

Regular Bills and Addendum Warrant of Bills:

The Village Board approved payment of the Regular Bills dated February 20, 2018 in the amount of \$929,324.89. The Village Board approved the payment of the Addendum Warrant of Bills from February 6, 2018 thru February 20, 2018 in the amount of \$680,600.72.

Treasurer's Report:

The Village Board received the Revenue/ Expenditure Statements and Balance Sheet for the Month ended January 31, 2018.

Report of Officers:

Trustee Hennessey stated today Chris Herren, former NBA basketball star addressed the Glenbard North High School students on his personal struggles with substance abuse. Tomorrow at 7:00 p.m. Chris Herren will speak on this topic to the community at Glenbard East High School.

Trustee LaRocca thanked Jeff Degnan and John Zalak for 25 years of service and Luanne Triolo Newman for her years of service to Carol Stream.

Trustee Gieser thanked Jeff Degnan and John Zalak for 25 years of service and Luanne Triolo Newman for her years of service to Carol Stream. The Thursday night concert series lineup has been announced. Sponsors still needed for concerts. Next parade fundraiser will be at Red Apple Pancake House on Saturday, March 1 from 3 to 10 p.m. Trustee Gieser recognized his son Ricky Gieser for being named student of the month at West Chicago High School.

Trustee Frusolone thanked Jeff Degnan and John Zalak for 25 years of service and Luanne Triolo Newman for her years of service to Carol Stream. She recognized the Public Works Department for their snow clearing efforts over the past 2 weeks. She wished Luanne and Bud Newman the best on their retirement and move to Texas.

Trustee Schwarze thanked Jeff Degnan and John Zalak for 25 years of service and Luanne Triolo Newman for her years of service to Carol Stream. He also thanked the Park District for their presentation on the early history of the Park District. The candlelight bowl and fundraiser is this Saturday night for Memorial Park. Cost is \$35.00. Please shop Carol Stream.

Attorney Jim Rhodes thanked Jeff Degnan and John Zalak for 25 years of service and Luanne Triolo Newman for her years of service to Carol Stream.

Village Clerk Czarnecki thanked Jeff Degnan and John Zalak for 25 years of service and Luanne Triolo Newman for her years of service to Carol Stream. She also congratulated Anthony Simonetta on his reappointment to the Police Pension Fund Board. Village Clerk Czarnecki stated residents have expressed concern regarding vehicular traffic not stopping at the stop sign at Kuhn and Thunderbird. One resident suggested a stop sign with LED flashing lights. Please keep the military and their families in mind.

Village Manager Joe Breinig stated that he and Trustee Gieser attended the library open house on Saturday, which they did a good job providing information on the proposed library renovation project. There will be another public meeting on March 25. A Resolution will be coming in the future months. The Police Department volunteer appreciation dinner is this Friday at 6:30 p.m. In light of the recent school shooting in Florida, he encouraged people to say something if you see something and cautioned people about false reporting as it consumes valuable resources.

Mayor Pro Tem McCarthy thanked Jeff Degnan and John Zalak for 25 years of service and Luanne Triolo Newman for her years of service to Carol Stream. He also recognized and thanked the volunteers for the Bags Tournaments for the American Cancer Society Relay for Life.

At 8:28 p.m., Trustee Hennessey moved and Trustee Frusolone made the second to adjourn the meeting. The results of the roll call vote were as follows:

Ayes: 6 Trustees Hennessey, LaRocca, Gieser, Frusolone, Schwarze and McCarthy

Nays: 0

Absent: 0

The motion passed.

FOR THE BOARD OF TRUSTEES

Matthew McCarthy, Mayor Pro Tem

ATTEST:

Laura Czarnecki, Village Clerk

**Regular Meeting – Plan Commission/Zoning Board of Appeals
Carol Stream Fire Protection District Station 28, DuPage County,
Carol Stream, Illinois**

***All Matters on the Agenda may be Discussed, Amended and Acted Upon
February 26, 2018.***

Tom Farace, Planning and Economic Development Manager, called the Regular Meeting of the Combined Plan Commission/Zoning Board of Appeals to order at 7:01 p.m. and requested a nomination for acting chairman. Commissioner Petella motioned to nominate Commissioner Creighton, which was seconded by Commissioner Spink, and was unanimously approved. Acting Chairman Creighton directed Jane Lentino, Community Development Secretary, to call the roll.

The results of the roll call were:

Present: Commissioners Angelo Christopher, Dave Creighton, Frank Petella, Dee Spink, and John Meneghini

Absent: Chairman Frank Parisi, Commissioner Charlie Tucek

Also Present: Tom Farace, Planning and Economic Development Manager, Jane Lentino, Secretary.

MINUTES:

Commissioner Petella moved and Commissioner Spink seconded the motion to approve the minutes of the meeting of January 22, 2018.

The results of the roll call vote were:

Ayes: 5 Commissioners Christopher, Creighton, Petella, Spink, and Meneghini,

Nays: 0

Abstain: 0

Absent: 2 Chairman Parisi, Commissioner Tucek

PUBLIC HEARING

Acting Chairman Creighton asked for a motion to open the Public Hearing. Commissioner Spink moved and Commissioner Petella seconded the motion.

The motion was passed by unanimous vote.

**Case #18-0003 – Shive Hattery/Andigo – 426 W Army Trail Road
Sign Code Variations**

Acting Chairman Creighton swore in Nathan Pellizzari, Shive Hattery, 440 N. Wells Street, Suite 320, Chicago, IL 60654.

Mr. Pellizzari stated that he is requesting approval for two sign code variations, one to extend the wall signage more than 12 inches from the building façade, and the other to extend the wall signage above

20 feet, for the building located at 426 W. Army Trail Road, which is just east of the intersection of Kuhn Road and Army Trail Road, and referred to a slide showing the building as it currently stands.

Mr. Pellizzari stated that the reason for the variance is that the natural grading of the site is sunken below Army Trail Road and the property to the west. He stated that the site line of a passerby going down Army Trail Road is above the main roof line of the building on the property, and the proposed signage would be in line with the property to the west.

Mr. Pellizzari showed renderings of the proposed cupola with signage on the north, east, and west façades that will be front lit, so that the lettering will be grey toned during the day and glow white at night. He stated that there will be no signage on the south façade of the decorative feature.

Acting Chairman Creighton asked for questions from the audience. There were none.

Acting Chairman Creighton asked for the Staff Report.

Mr. Farace stated that the applicant is requesting a sign code variation request from two provisions in the sign code in order to allow a wall sign to extend more than 12 inches from the building wall and, also, to extend more than 20 feet from grade. He stated that the signage that is being proposed is considered roof signage, which is normally prohibited by the sign code, and that Andigo is proposing façade modifications which include screening the cupola on the existing building, and will change the look of the building from a traditional to a more contemporary look.

Mr. Farace stated that Staff would normally be concerned with allowing roof signage, but since the subject property is well below grade of both the property to the west and Army Trail Road, the decorative element will allow the signage to line up with the building to the west and offer better visibility on Army Trail Road. He stated that the proposed sign meets sign code requirements in terms of size and illumination.

Mr. Farace stated that, in this instance, Staff feels comfortable supporting the variation requests, given the grade restrictions of the property, and recommends approval.

Acting Chairman Creighton asked for questions from the Commission. Commissioners Christopher, Meneghini, Spink and Acting Chairman Creighton had none

Commissioner Petella asked Mr. Farace if the sign around the cupola is considered a single sign or three signs.

Mr. Farace stated that it is considered three signs.

Commissioner Petella asked if it was one sign to each side of the building.

Commissioner Christopher stated that it was based on square footage, and Mr. Farace confirmed that it was based on square footage per side of the building.

Acting Chairman Creighton asked for a motion to approve the Sign Code variations for Andigo. Commissioner Spink moved and Commissioner Christopher seconded the motion to approve the request with Staff recommendations for the sign.

The results of the roll call vote were:

Ayes: 5 Commissioners Christopher, Meneghini, Spink, Petella and Acting Chairman Creighton

Nays: 0
 Abstain: 0
 Absent: 2 Chairman Parisi and Commissioner Tucek

The motion was approved.

This case will go before the Village Board of Trustees on Monday, March 5, 2018, at 7:30 PM for formal approval.

Acting Chairman Creighton asked for a motion to close public hearing.

Commissioner Spink moved and Commissioner Petella seconded the motion to close Public Hearing.

The motion was passed by unanimous vote.

PRESENTATION:

Case #16-2075 – Midwest Sign and Lighting/Northwestern Medicine – 690 E North Avenue North Avenue Corridor Review – Monument Sign

Acting Chairman Creighton swore in Frank Nielsen, Midwest Sign and Lighting, 4910 Wilshire Boulevard, Country Club Hills, 60478.

Mr. Nielsen stated that they are proposing a new monument sign for Northwestern Memorial Hospital to replace the existing sign on the south side of North Avenue that is currently covered with temporary signage. He stated that they had to obtain easement rights from ComEd, Comcast, and NIGas, to show their approval with the location of the sign.

Mr. Nielson stated that the new sign is 6 feet by 10 feet 5 inches which is the same size as the current sign. He stated that the current sign hangs over the property line, and that the new sign would have to be five feet from the property line, which places it about 12 feet back.

Acting Chairman Creighton asked for questions from the audience. There were none.

Acting Chairman Creighton asked Mr. Farace for the Staff Report.

Mr. Farace stated that the Midwest Sign and Lighting is requesting North Avenue Corridor Review on behalf of Northwestern Medicine at 690 E. North Avenue, and presented the site plan.

Mr. Farace stated that there is an existing sign and that the property is an odd property. He referred to historical information stating that it is a two lot subdivision with the vacant lot having direct frontage on North Avenue, and that the subject property did not have direct frontage until it was subdivided about 10 years ago to allow signage along North Avenue for 690 E North Avenue.

Mr. Farace stated that the sign has been at that location since the early 90's and that there have been many changes to the area since then, including a water main that was placed along North Avenue, and roadway projects. He stated that the current sign extends over the property line, and the proposed sign will be shifted back about five feet but will still be within the easement, which will be reviewed by the Village Board as an Easement Encroachment Agreement, and that the Plan Commission will be reviewing the signage requirements from the North Avenue Corridor perspective.

Mr. Farace stated that Staff feels the new aluminum cabinet sign is nicely designed and has with landscaping and stone around the base.

Mr. Farace stated that Staff recommends approval of North Avenue Corridor Review for the proposed sign, with the stipulation that the Easement Encroachment Agreement is approved by Village Board prior to permit issuance. He stated that, as of this meeting, that everyone has signed off on the easement encroachment, and will most likely go the Village Board meeting on March 5, 2018.

Acting Chairman Creighton asked for questions from the Commission. There were none

Commissioner Meneghini moved and Commissioner Spink seconded the motion to approve North Avenue Corridor Review for Midwest Signs and Lighting/Northwestern Medicine with Staff recommendations.

The results of the roll call vote were:

Ayes: 5 Commissioners Christopher, Meneghini, Spink, Petella and Acting Chairman Creighton

Nays: 0

Abstain: 0

Absent: 2 Chairman Parisi and Commissioner Tucek

The motion was approved.

Case #18-0005 – Carwash Development, LLC/Wash U – 640 E North Avenue
North Avenue Corridor Review – Exterior Building Modifications.

Acting Chairman Creighton swore in Craig Nelson, 190 E St. Charles Road, Elmhurst, IL.

Mr. Nelson stated that they are seeking approval to reduce the height of the all elevations of the building due to constraints from another tenant within the shopping center, which was for a previously approved project. He stated that Carwash Development and the tenants have negotiated a revised height for the carwash tunnel from 16.5 feet to 15 feet, and reduced the tower at the east and west elevations to 18 feet from 28 feet, and from 21 feet to 18 feet. Mr. Nelson stated that the reduction in height complies with the site line requirements that was written into the tenant's lease and was unbeknownst to Carwash Development. He stated that everything else will remain the same.

Acting Chairman Creighton asked for questions from the audience. There were none.

Acting Chairman Creighton asked Mr. Farace for the Staff Report.

Mr. Farace stated that Carwash Development, LLC, is seeking North Avenue Corridor Review for exterior building modifications for the project located at 640 E. North Avenue. He stated that this project was approved by the Plan Commission last year for zoning approvals along with North Avenue Corridor Review, and that after the project received approval, stipulations were found in the lease agreement for Amita Health, located in the southeast corner of the Grace Plaza shopping center, prohibiting buildings in the either of the outlots along North Avenue from being any taller than 14 feet. Mr. Farace stated that the stipulation had been modified to allow for up to 18 feet, and that WashU lowered the towers based

on the negotiation with Amita Health. He stated that the building will still have the same architectural interest and color scheme, and the signage will stay the same. He also stated that anything mounted on the roof will be screened from view.

Mr. Farace stated that Staff is comfortable supporting the architectural changes and recommended approval of the North Avenue Corridor Review.

Acting Chairman Creighton asked for questions from the Commission. Commissioners Christopher, Meneghini, Spink, and Petella had none.

Acting Chairman Creighton asked if the screening had to be reduced.

Mr. Nelson stated that the roof top unit is located at the west end of the building and is still within the three foot parapet height, and that it should be ok. He stated that if it is not ok they will add the screening.

Acting Chairman Creighton asked if everything was cleared with Amita.

Mr. Nelson stated that it was.

Commissioner Meneghini moved and Commissioner Petella seconded the motion to approve North Avenue Corridor Review for Carwash Development, LLC, with Staff recommendations.

The results of the roll call vote were:

Ayes:	5	Commissioners Christopher, Meneghini, Spink, Petella and Acting Chairman Creighton
Nays:	0	
Abstain:	0	
Absent:	2	Chairman Parisi and Commissioner Tucek

The motion was approved.

18-0004 – Village of Carol Stream – 500 N. Gary Avenue 2018 Zoning Map

Acting Chairman Creighton swore in Tom Farace, Village of Carol Stream, 505 E. North Avenue, Carol Stream, IL.

Mr. Farace presented the annual review of the zoning map with the map amendments and rezoning, along with any subdivisions within the past year, as listed in the Staff Report, which includes Bucky's, Geneva Crossing Phase II, and the rezoning of properties on the south side of North Avenue, just west of the AT&T property.

Mr. Farace stated that Staff is looking for approval of the 2018 Zoning Map.

Acting Chairman Creighton asked for questions from the audience. There were none.

Acting Chairman Creighton asked for questions from the Commission. There were none.

Commissioner Meneghini moved and Commissioner Petella seconded the motion to approve the Village of Carol Stream 2018 Zoning Map.

The results of the roll call vote were:

- Ayes: 5 Commissioners Christopher, Meneghini, Spink, Petella and Acting Chairman Creighton.
- Nays: 0
- Abstain: 0
- Absent: 2 Chairman Parisi and Commissioner Tucek

The motion was approved.

OLD BUSINESS:

NEW BUSINESS:

ADJOURNMENT:

At 7:31pm Commissioner Meneghini moved and Commissioner Spink seconded the motion to adjourn the meeting.

The motion passed by unanimous vote.

FOR THE COMBINED BOARD

Recorded and transcribed by,

 Jane Lentino
 Community Development Secretary

Minutes approved by Plan Commission on this ____ day of _____, 20____.

 Chairman

RESOLUTION NO. 2996

**A RESOLUTION HONORING CHERI PASKEVICZ
UPON HER 20th ANNIVERSARY OF EMPLOYMENT WITH THE
VILLAGE OF CAROL STREAM POLICE DEPARTMENT**

WHEREAS, Cheri Paskevicz was hired as the Investigations Secretary for the Village of Carol Stream on March 2, 1998; and

WHEREAS, Cheri Paskevicz has been honored with several commendations during her career; and

WHEREAS, Cheri Paskevicz has been the primary person responsible for the organization and coordination of information for Investigations, Special Operations and Traffic Units, and for creating and maintaining files for sharing the many sites and programs; and

WHEREAS, Cheri Paskevicz has a passion for developing and creating shared information on the Intranet and Village website; and

WHEREAS, Cheri Paskevicz has shared her time and talents to assist all departments with computer-related design and operational needs within the Village; and

WHEREAS, Cheri Paskevicz has been the primary coordinator for the Volunteer Appreciation dinner and festivities; and

WHEREAS, Cheri Paskevicz has been employed as a public servant for twenty years as a dedicated member of the Police Department and the Village of Carol Stream.

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

SECTION 1: The services and dedication Cheri Paskevicz provided to the Village of Carol Stream and accomplishments in assisting all citizens and providing a valuable service to the residents of Carol Stream are hereby recognized and commended.

SECTION 2: Cheri Paskevicz is wished the very best of happiness and health in her continued employment with the Village of Carol Stream.

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

PASSED AND APPROVED ON THIS 5th DAY OF MARCH, 2018.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

FROM: Tom Farace, Planning & Economic Development Manager *TF*

THROUGH: Donald T. Bastian, Community Development Director *DB*

DATE: February 27, 2018

RE: **Agenda Item for the Village Board meeting of March 5, 2018, PC/ZBA Case 18-0004, Village of Carol Stream, Official 2018 Zoning Map**

As required by state statute, the Village must publish a current zoning map by March 31 of each year. For your review and reference, staff has prepared the attached Village of Carol Stream Official Zoning Map for 2018. The proposed 2018 map includes all zoning map amendments approved by the Village Board between January 1, 2017, and December 31, 2017. Below is information regarding the changes that have been incorporated into the 2018 Zoning Map.

1. **An Amendment to a PUD, Special Use Permits, Sign Code Variations, and a Plat of Consolidation for 870 W. Army Trail and 1340 N. County Farm Roads** – Buchanan Energy was granted approval of a Plat of Consolidation and associated zoning approvals for a Bucky's Express automobile service station, convenience store, and car wash (PIN will be assigned when the Plat is finalized and recorded).
2. **An Amendment to a PUD, Special Use Permit for a Day Care Center, and a Plat of Subdivision for 502 S. Schmale Road** – Geneva Crossing Phase II was granted approval of a PUD Amendment, Special Use Permit for the Goddard School Day Care, and a three-lot subdivision (PINs 05-04-304-079, 05-04-304-080, and 05-04-304-081).
3. **Annexation and Zoning for 27W261 and 27W301 North Avenue** – St. Charles Investments LLC/Pre-Owned of St. Charles was annexed into the Village, and upon annexation, was rezoned to B-3 Service District (PINs 01-36-400-013 and 01-36-400-011).
4. **Annexation and Zoning for 27W333 North Avenue** – Chicago Motor Cars was annexed into the Village, and upon annexation, was rezoned to B-3 Service District (PIN 01-36-400-015).
5. **Annexation and Zoning for 27W271 North Avenue** – John & Tony's was annexed into the Village, and upon annexation, was rezoned to B-3 Service District (PIN 01-36-400-026).
6. **Annexation and Zoning for the northeast corner of Morton and St. Charles Roads** – This vacant parcel was annexed into the Village, and upon annexation, was rezoned to B-2 General Retail District (PIN 01-36-400-027).

The staff report and draft zoning map were transmitted to the Village Board with the Plan Commission/Zoning Board of Appeals (PC/ZBA) packet on February 23, 2018. At their February 26, 2018, meeting, the PC/ZBA recommended approval of the Official 2018 Zoning Map by a vote of 5-0.

If the Village Board concurs with the PC/ZBA recommendation, they should approve the Official 2018 Zoning Map and adopt the necessary Resolution.

Village of Carol Stream

Interdepartmental Memo

TO: Joseph Breinig, Village Manager

FROM: William N. Cleveland, Assistant Village Engineer 

DATE: February 26, 2018

RE: Award of Contract for Engineering Design Services for the Lies Road Pavement Rehabilitation Project – Gary Avenue to Schmale Road

In 2016 the Village applied for and was awarded funding for the Lies Road Local Agency Functional Overlay or LAFO (formerly Local Agency Pavement Preservation or LAPP) in the amount of \$695,000 in the FY17- 22 Surface Transportation Program. This amount is based on a 50% shared cost that was used to increase our funding choices.

Plans for previous projects including the 2006 Lies Road Pavement Rehabilitation and 2008 Fullerton Pavement Rehabilitation were prepared in-house with Civil Engineer and Inspector positions, however, IDOT and the FHWA have made plan preparation much more complicated. Starting in 2009 with the Lies Road ARRA project, we have used outside consultant services to prepare plans. The following is a summary of prior project costs:

2009 Lies Rd Pavement Rehabilitation (ARRA)	1.0 miles	\$36,311.26
2011 Fair Oaks Road Pavement Rehabilitation (LAPP)	1.7 miles	\$43,582.64
2013 Kuhn Road Pavement Rehabilitation (LAFO)	1.7 miles	\$43,422.39
2016 Lies Road Pavement Rehabilitation (LAFO)	0.5 miles	\$33,878.29
2017 Lies Road Pavement Rehabilitation (LAFO)	0.8 miles	\$38,943.43

Federal funding for all of these projects was obtained with the assistance of TranSystems Corp. They have also assisted with IDOT and federal documentation required for Construction Engineering on all of these projects, as well as Design Services for the five previous LAFO, LAPP and ARRA projects.

We have obtained a quote for Design Services in the amount of \$39,010.00 for 1.0 miles, which compares favorably with the cost of the previous Lies Road projects. This cost is also in the typical range of 6% of the construction cost estimate (2.8%), and is within the budget of \$84,000.00. Engineering Staff therefore recommends approving the Agreement with TranSystems Corp. for Professional Services to provide Phase I and II engineering for the Lies Road Pavement Rehabilitation Project at a cost not to exceed \$39,010.00, pursuant to the provisions of Sections 5-8-3(B) and 5-8-14 (A) of the Carol Stream Code of Ordinances.

Cc: James Knudsen, Director of Engineering Services
Jon Batek, Finance Director
Phil Modaff, Director of Public Works
Adam Frederick, Civil Engineer

**AGREEMENT BETWEEN
THE VILLAGE OF CAROL STREAM and
TRANSYSTEMS CORPORATION
FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made this _____ day of _____, 2018, by and between the Village of Carol Stream (hereafter referred to as "CLIENT") and TranSystems Corporation (hereafter referred to as "TRANSYSTEMS").

Whereas CLIENT intends to design and construct the following described project:

Lies Road (FAU 1375) LAFO Improvements from Gary Avenue to Schmale Road (hereinafter collectively called the "Project").

Whereas CLIENT desires to engage TRANSYSTEMS to provided and perform certain professional services in connection with the Project and TRANSYSTEMS desires to provide and perform said professional services, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and their mutual covenants hereinafter set forth, CLIENT and TRANSYSTEMS agree as follows:

**SECTION 1
BASIC SERVICES OF TRANSYSTEMS**

Section 1.1 Basic Services. In connection with the Project, TRANSYSTEMS shall provide for CLIENT the professional services and perform, furnish or obtain from others the work and services expressly described in, referred to and limited to those set forth in Exhibit A, attached hereto and incorporated herein by reference (collectively the "Basic Services"). TRANSYSTEMS shall provide the Basic Services for CLIENT in all phases of the Project to which this Agreement applies, all as more particularly set forth in Exhibit A.

Section 1.2 TRANSYSTEMS' Duties. In addition to the general duties, obligations and responsibilities set forth elsewhere in this Agreement, the specific duties and responsibilities of TRANSYSTEMS in performing the Basic Services under this Agreement are set forth in Exhibit A. In addition to the specific duties and responsibilities of TranSystems in performing the basic services under this Agreement as set forth in Exhibit A, the following specific provisions shall apply to TranSystems' duties.

SECTION 2 ADDITIONAL SERVICES OF TRANSYSTEMS

Section 2.1. Additional Services. In connection with the Project, TRANSYSTEMS may be called on to perform, provide, furnish or obtain from others services or work which are not part of, or are in addition to, the Basic Services ("Additional Services"). If authorized in writing by CLIENT and agreed to by TRANSYSTEMS, TRANSYSTEMS shall perform, provide, furnish or obtain from others the agreed upon Additional Services. TRANSYSTEMS shall not be obligated to perform, provide, furnish or obtain any Additional Services without the prior written authorization of CLIENT. Except to the extent expressly provided otherwise in Exhibit A or as otherwise agreed in writing by the parties hereto, compensation to TRANSYSTEMS for Additional Services will be paid for by CLIENT as indicated in Section 5.

Additional Services may be any service or work not included as part of the Basic Services and may include, but are not limited to, services or work in connection with environmental or funding assistance, investigations not specifically required herein, services resulting from changes in the scope, extent or character of the project providing renderings or computer models, services to develop alternate bids or sequencing of work, outside CONSULTANT services not specifically required herein, out-of-town travel, and preparing to serve or serving as a CONSULTANT or witness in any litigation, arbitration or other legal or administrative proceeding. "Basic Services" and "Additional Services" are sometimes collectively referred to herein as "Services".

Section 2.2 Changes in the Services.

Section 2.2.1 Agreed Upon Changes in the Services. It is the desire of the parties to keep changes in the Scope of Services at a minimum, but the parties recognize that such changes may become necessary and agree that CLIENT may initiate deletions, modifications or changes to the Services by advising TRANSYSTEMS in writing of the change believed to be necessary. As soon thereafter as practicable, TRANSYSTEMS shall prepare a cost estimate of the change and shall inform CLIENT of the adjustment in the compensation due TRANSYSTEMS under Section 5 hereof ("TRANSYSTEMS' Compensation") and/or the Completion Date set forth in Section 4 hereof, if any, applicable to such requested change. CLIENT shall then advise TRANSYSTEMS in writing of its approval or disapproval of the change.

If CLIENT approves the change, a written contract amendment shall be executed by both parties and TRANSYSTEMS shall perform the Services as changed and the adjustment in TRANSYSTEMS' Compensation and/or the Completion Date set forth in the executed contract amendment shall become effective. TRANSYSTEMS may initiate changes in the Services by advising CLIENT in writing that in its opinion a change is necessary. If CLIENT approves, it shall so advise TRANSYSTEMS in writing and, thereafter, the change shall be handled as if initiated by CLIENT. If a change is not approved, or if a written contract amendment is not executed, by both CLIENT and TRANSYSTEMS, the change shall not become effective and TRANSYSTEMS shall not be obligated to perform the change.

Section 2.2.2 Constructive Changes and Other Additional Costs. In the event of (1) the CLIENT's addition to, modification or change of or deletion from the Services to be performed by TRANSYSTEMS (other than additions, modifications, changes or deletions handled through the provisions of Section 2.1 or Section 2.2.1 above); (2) a request for or approval from CLIENT of performance of Services in excess of TRANSYSTEMS' standard work day or work week or such shorter times as are provided by applicable collective bargaining agreements, or on a holiday customarily observed by TRANSYSTEMS; (3) the discovery of any subsurface or other conditions, which differ materially from those shown in or reasonably inferable from the documents or other information on which this Agreement is based and/or those ordinarily encountered and generally recognized as inherent in the locality of the Project; (4) a modification of

applicable law by which TRANSYSTEMS is required to pay increased or additional taxes, government-regulated transportation costs, insurance or other amounts which are not required as of the date of this Agreement; (5) delay, suspension of, acceleration of or interference with, TRANSYSTEMS' performance of the Services by CLIENT or by any other person or entity including, but not limited to national, state or local governments; (6) wage, benefit or payroll tax increases due to governmental action or area agreements; (7) modification to or delay in furnishing design criteria or other information supplied by any person or entity, other than TRANSYSTEMS, if TRANSYSTEMS' performance of the Services under this Agreement depends upon such criteria or information; and/or (8) any other increase in TRANSYSTEMS' costs, or the time required for completion of the Services due to "Force Majeure Event" as set forth in Section 4 hereof, a change in applicable law or any other cause beyond TRANSYSTEMS' reasonable control, then the TRANSYSTEMS' Compensation and/or the Completion Date, if any, shall be equitably adjusted and TRANSYSTEMS shall be paid, and TRANSYSTEMS' Compensation shall be adjusted by, an amount equal to the additional costs to TRANSYSTEMS resulting therefrom.

SECTION 3 CLIENT'S RESPONSIBILITIES

CLIENT shall do the following in a timely manner so as not to delay the performance of the Services by TRANSYSTEMS:

Section 3.1 Client Representative. Designate a person to act as CLIENT's representative with respect to the Services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define CLIENT'S policies and decisions with respect to TRANSYSTEMS' Services for the Project.

Section 3.2 Project Information. Provide all criteria, all available information pertinent to the Project, and full information as to CLIENT'S requirements for the Project. CLIENT agrees that TRANSYSTEMS shall be entitled to rely upon the accuracy and completeness of all such information.

Section 3.3 Project Access. Arrange for access to and make all provisions for TRANSYSTEMS to enter upon public and private property as required for TRANSYSTEMS to perform services under this Agreement. All such access shall be provided without condition or restriction unacceptable to TRANSYSTEMS nor shall TRANSYSTEMS be required to indemnify or insure any third party as a condition to such access.

Section 3.4 Client Participation. Render any written decisions required to be made under the terms of this Agreement within a reasonable time so as not to delay the services of TRANSYSTEMS.

Section 3.5 Notices. Give prompt written notice to TRANSYSTEMS whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of TRANSYSTEMS' Services, or any defect or non-conformance in the Services by TRANSYSTEMS (or its independent professional associates or CONSULTANTS) or in the work of any contractor or other party performing or providing work or services in connection with the Project.

Section 3.6 Additional Services. When CLIENT deems it necessary or appropriate for Additional Services to be performed in connection with any phase of the Project, CLIENT shall furnish or direct TRANSYSTEMS to provide, Additional Services as stipulated in Section 2 of this Agreement or other services as required.

Section 3.7 Licenses, Permits, etc. Provide TRANSYSTEMS with any necessary governmental allocations or priorities, obtain all permits and licenses required to be taken out in the name of CLIENT which are

necessary for the performance of the Services and, except where such permits, processes or licenses are by the terms of Exhibit A the responsibility of TRANSYSTEMS, obtain any permits, processes and other licenses which are required for the Project or the Services.

Section 3.8 Other Duties. Perform any other duties, obligations or responsibilities of the CLIENT set forth elsewhere in this Agreement, including, but not limited to, the obligation to make the payments called for under Section 5 hereof and perform any responsibilities and duties of the Client which may be identified on Exhibit B, if any.

Section 3.9 Defects in Services. The CLIENT shall promptly report to TRANSYSTEMS any defects or suspected defects in TRANSYSTEMS' services of which the CLIENT becomes aware, so that TRANSYSTEMS may take measures to minimize the consequences of such a defect. The CLIENT further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the CLIENT and the CLIENT's contractors or subcontractors to notify TRANSYSTEMS shall relieve TRANSYSTEMS of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Section 3.10 Taxes. Pay for and be responsible for all taxes incurred in connection with the Project, regardless of whether such taxes are assessed against CLIENT, TRANSYSTEMS or others.

Section 3.11 Contractor Insurance and Indemnity Requirements. .The CLIENT agrees, in any construction contracts in connection with this Project, to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The CLIENT further agrees to require all contractors to have their CGL policies endorsed to name the CLIENT, TRANSYSTEMS and its subconsultants as Additional Insureds and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The CLIENT shall require all contractors to furnish to the CLIENT and TRANSYSTEMS certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the CLIENT shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the CLIENT, TRANSYSTEMS and its subconsultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors, to the extent caused by the Contractor's wrongful acts, and/or its negligent acts, errors or omissions, or those of persons or entities for which it is legally liable.

Section 3.12 Unauthorized Changes. In the event the CLIENT, the CLIENT's contractors or subcontractors, or anyone for whom the CLIENT is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by TRANSYSTEMS without obtaining TRANSYSTEMS's prior written consent, the CLIENT shall assume full responsibility for the results of such changes. Therefore the CLIENT agrees to waive any claim against TRANSYSTEMS and to release TRANSYSTEMS from any liability arising directly or indirectly from such changes.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless TRANSYSTEMS from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes.

In addition, the CLIENT agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to TRANSYSTEMS' construction documents without the prior written approval of TRANSYSTEMS and that further requires the Contractor to indemnify both TRANSYSTEMS and the CLIENT from any liability or cost arising from such changes made without such proper authorization.

Section 3.13 Construction Management. If the CLIENT elects to employ a construction manager, the CLIENT will promptly notify TRANSYSTEMS of the duties, responsibilities and authority of the construction manager and their relationship to the duties, responsibilities and authority of TRANSYSTEMS.

If the employment of such construction manager by the CLIENT results in additional time or expense to TRANSYSTEMS to prepare for, coordinate with or respond to the construction manager, TRANSYSTEMS shall be entitled to an equitable adjustment in fees and time for performance of these services.

Section 3.14 Costs. Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 PERIODS OF SERVICE, COMPLETION DATE, FORCE MAJEURE

Section 4.1 Period of Service. The provisions of this Section 4 and the various rates of compensation for TRANSYSTEMS' Services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project. TRANSYSTEMS' obligation to render Basic Services hereunder will extend for a period which may reasonably be required for the Project including any Additional Services, extra or changed work and required extensions thereto.

Section 4.2 Completion Date. TRANSYSTEMS agrees to complete the Basic Services by January 18, 2019 (the "Completion Date"). If the Completion Date is exceeded through no fault of TRANSYSTEMS, all rates, measures and compensation provided herein shall be subject to equitable adjustment. The Completion Date (and TRANSYSTEMS' obligation to complete the Basic Services by such date) is subject to reasonable extensions for the performance of Additional Services, Constructive Changes or other extra work and is subject to reasonable extensions for a Force Majeure Event.

Section 4.3 Timeliness of Performance. The CLIENT and TRANSYSTEMS are aware that many factors outside TRANSYSTEMS' control may affect TRANSYSTEMS' ability to complete the services to be provided under this Agreement. TRANSYSTEMS will perform these services with reasonable diligence and expediency consistent with sound professional practices.

Section 4.4 Notice of Delay. If TRANSYSTEMS becomes aware of delays due to time allowances for review and approval being exceeded, delay by the Contractor, the CLIENT, TRANSYSTEMS or any other cause beyond the control of TRANSYSTEMS, which will result in the schedule for performance of TRANSYSTEMS' services not being met, TRANSYSTEMS shall promptly notify the CLIENT. If the CLIENT becomes aware of any delays or other causes that will affect TRANSYSTEMS' schedule, the Client shall promptly notify TRANSYSTEMS. In either event, TRANSYSTEMS' schedule for performance of its services shall be equitably adjusted.

Section 4.5 Force Majeure. For purposes hereof, a "Force Majeure Event" shall mean the occurrence of a failure or delay due to circumstances beyond TRANSYSTEMS' control including, without limitation, acts of God, acts of a public enemy, fires, floods, earthquakes, wars, civil disturbances, sabotage, accidents, insurrection, blockages, embargoes, storms, explosions, catastrophes, epidemics, damage to the Project, lack of access to Project, unavailable utilities and power, water, labor disputes, CLIENT's failure to timely perform its obligations under this Agreement or other causes beyond TRANSYSTEMS' control.

SECTION 5 TRANSYSTEMS' COMPENSATION

Section 5.1 Compensation for Services and Expenses of TRANSYSTEMS in connection with Basic Services

Section 5.1.1 For Basic Services. As compensation for the performance of the Basic Services rendered by TranSystems under Section 1, CLIENT shall pay TRANSYSTEMS, in accordance with the provisions of Section 5.4, and will be reimbursed by the Client on a time and materials basis according to standard hourly rates in effect at the time the services are performed up to a maximum fee of **\$39,010**.

Section 5.2 Compensation for Services and Expenses of TRANSYSTEMS in connection with Additional Services

Section 5.2.1 For Additional Services. As compensation for the performance of the Additional Services rendered by TRANSYSTEMS under Section 2, CLIENT shall pay TRANSYSTEMS, in accordance with the provisions of Section 5.4, as follows:

Additional Services of TRANSYSTEMS principals and employees engaged directly on the Project and rendered pursuant to Section 2, on the basis of TRANSYSTEMS' Schedule of Rates and Expenses then in effect.

Section 5.2.2 For Reimbursable Expenses in connection with Additional Services. In addition to payments provided for in paragraph 5.2.1., CLIENT shall pay TRANSYSTEMS for all Reimbursable Expenses incurred in connection with all Additional Services at the rates or in amounts set forth on TRANSYSTEMS' Schedule of Rates and Expenses in effect at the time such Additional Services are performed.

Section 5.3 Not used.

Section 5.4 Monthly Invoices. TRANSYSTEMS shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred.

Section 5.5 Other Provisions Concerning Payments.

Section 5.5.1 Interest, Suspension of Services. All payments shall be made in accordance with the Illinois Prompt Payment act.

Section 5.5.2 Payments after Termination by Client. In the event of termination by CLIENT under paragraph 7.1, payments due TRANSYSTEMS for all Services rendered and expenses incurred through the date of termination shall constitute total payment for such Basic Services. In the event of such termination by CLIENT during any phase of the Basic Services, TRANSYSTEMS will be paid for Services rendered and expenses incurred during that phase through the date of termination on the basis of TRANSYSTEMS' Schedule of Rates and Expenses. In the event of any such termination (whether at the completion of a phase or otherwise), TRANSYSTEMS shall also be reimbursed for the charges of independent professional associates and CONSULTANTS employed by TRANSYSTEMS to render Basic Services or Additional Services and all reasonable demobilization costs incurred by TRANSYSTEMS, including any cancellation charges by independent professional associates, CONSULTANTS and others performing or furnishing Services on the Project through TRANSYSTEMS, and TRANSYSTEMS shall be paid for all Additional Services performed and unpaid Reimbursable Expenses incurred through the date of the termination.

Section 5.5.3 Payments after Termination by TransSystems. In the event of termination by TRANSYSTEMS under paragraph 7.1, TRANSYSTEMS will be paid for all Services rendered and expenses incurred through the date of termination on the basis of TRANSYSTEMS' Schedule of Rates and Expenses. In addition, TRANSYSTEMS shall also be reimbursed for the charges of independent professional associates and CONSULTANTS employed by TRANSYSTEMS to render Basic Services or Additional Services. TRANSYSTEMS shall be paid for all Additional Services performed and unpaid Reimbursable Expenses incurred through the date of the termination.

Section 5.5.4 Records. Records of TRANSYSTEMS' salary costs pertinent to TRANSYSTEMS' compensation under this Agreement will be kept in accordance with generally accepted accounting practices. If CLIENT desires to have copies of such records, copies will be made available to CLIENT upon CLIENT's request prior to final payment for TRANSYSTEMS' services. TRANSYSTEMS shall be reimbursed the cost of any such copies by CLIENT.

SECTION 6 OPINIONS OF COST AND SCHEDULE

Section 6.1 Opinions of Cost and Schedule. Since TRANSYSTEMS has no control over the cost of labor, materials, equipment or services furnished by others, or over the resources provided by others to meet construction or other Project schedules, or over the methods of others in determining prices, or over competitive bidding or market conditions, TRANSYSTEMS' opinions of probable costs (including probable Total Project Costs and Construction Cost) and of Project schedules shall be made on the basis of TRANSYSTEMS' experience and qualifications and represent TRANSYSTEMS' best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but TRANSYSTEMS cannot and does not guarantee that proposals, bids or actual Project costs (including Total Project Costs or Construction Costs) will not vary from opinions of probable cost prepared by TRANSYSTEMS or that actual schedules will not vary from the projected schedules prepared by TRANSYSTEMS. TRANSYSTEMS makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from TransSystems' opinion of probable construction cost.

SECTION 7 GENERAL CONSIDERATIONS

Section 7.1 Termination. The obligation to provide further services under this Agreement may be terminated by either party upon thirty (30) days written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

Section 7.1.1 Replacement of TranSystems. If TRANSYSTEMS for any reason is not allowed to complete all the services called for by this Agreement, TRANSYSTEMS shall not be held responsible for the accuracy, completeness or constructability of the construction documents prepared by TRANSYSTEMS if used, changed or completed by the CLIENT or by another party. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless TRANSYSTEMS, its officers, directors, employees and subconsultants (collectively, TRANSYSTEMS) from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from such use, change or completion by any other party of any construction documents prepared by TRANSYSTEMS.

Section 7.2 Reuse of Documents. All documents, drawings, sketches, studies, analysis, information, schedules, estimates, reports and other items prepared or furnished by TRANSYSTEMS (or TRANSYSTEMS' independent professional associates and CONSULTANTS) pursuant to this Agreement, including, but not limited to Drawings and Specifications, are instruments of service in respect of the Project and TRANSYSTEMS shall retain an ownership and property interest therein whether or not the Project is completed. Provided, however, that such documents, drawings, sketches, studies, analysis, information, schedules, estimates, reports and other items are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by TRANSYSTEMS for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to TRANSYSTEMS, or to TRANSYSTEMS' independent professional associates or CONSULTANTS, and CLIENT does hereby, to the fullest extent permitted by law, indemnify and hold harmless TRANSYSTEMS, TRANSYSTEMS' officers, employees and agents and TRANSYSTEMS' independent professional associates and CONSULTANTS from all claims, suits, demands, damages, liabilities, losses, expenses and costs, including but not limited to reasonable attorney's fees and other costs of defense, arising out of or resulting therefrom. The provisions of this Section 7.2 shall survive the termination of this Agreement.

Section 7.3 Delivery of Electronic Files. In the event that CLIENT requests any electronic deliverables under this agreement, TRANSYSTEMS and CLIENT shall execute a separate CADD agreement. Otherwise, in accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by TRANSYSTEMS, the CLIENT agrees that all such electronic files are instruments of service of TRANSYSTEMS, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

The CLIENT agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The CLIENT agrees not to transfer these electronic files to others without the prior written consent of TRANSYSTEMS. The CLIENT further agrees to waive all claims against TRANSYSTEMS resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than TRANSYSTEMS.

Electronic files furnished by either party shall be subject to an acceptance period of sixty (60) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by TRANSYSTEMS and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless TRANSYSTEMS, its officers, directors, employees and subconsultants (collectively, TRANSYSTEMS) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than TRANSYSTEMS or from any reuse of the electronic files without the prior written consent of TRANSYSTEMS.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by TRANSYSTEMS, and TRANSYSTEMS makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall TRANSYSTEMS be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

Section 7.4 Standard of Practice, Warranties. Services performed by the TRANSYSTEMS under this Agreement will be conducted in a manner consistent with the level of care, diligence and skill ordinarily possessed and exercised by members of the profession currently practicing in the same locality under similar conditions. Except as expressly set forth above, no other representations, expressed or implied, and no warranty or guarantee, express or implied, is included in this Agreement, or in any document, drawing, sketch, study, analysis, schedule, estimate, report, opinion, specification and other item prepared or furnished by TRANSYSTEMS (or TRANSYSTEMS' independent professional associates and TRANSYSTEMSs) pursuant to this Agreement.

Section 7.5 Limitation of Responsibility, Job Site Safety/Techniques. Neither the professional activities of TRANSYSTEMS, nor the presence of TRANSYSTEMS or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. TRANSYSTEMS and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The CLIENT agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The CLIENT also agrees that the CLIENT, TRANSYSTEMS and the TRANSYSTEMS' subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance. In addition, TranSystems shall not be responsible for (i) the failure of any other project party to fulfill their respective contractual responsibilities and obligations to client or to comply with Federal, State or local laws, rules, regulations or codes; (ii) for the schedules of any of the other project parties or the failure of any of the other project parties to carry out their work in accordance with their respective agreements. TranSystems shall not have control over or charge of and shall not be responsible for acts or omissions of the other project parties, or their agents or employees, or of any other persons performing portions of the work on the project.

Section 7.6 Insurance.

Section 7.6.1 TranSystems Insurance. TRANSYSTEMS shall maintain throughout the duration of this Agreement insurance in the following amounts and will, upon request of the CLIENT furnish a copy of certification thereof:

- (a) Worker's Compensation and Employer's Liability
 Worker's Compensation Statutory
 Employer's Liability
 \$500,000/\$500,000/\$500,000
- (b) Comprehensive Automobile Liability
 \$1,000,000 combined single limit Bodily Injury and Property Damage
- (c) Comprehensive General Liability
 \$1,000,000 - per occurrence
 \$2,000,000 - annual aggregate
 \$2,000,000 - product / completed operations per occurrence
 \$1,000,000 - personal injury / advertising liability
- (d) Umbrella/Excess Liability
 \$1,000,000 - per occurrence
 \$1,000,000 - annual aggregate
- (e) Professional Liability Insurance in an amount of \$1,000,000 per claim and \$2,000,000 annual aggregate.

Section 7.6.2 Client Insurance. If, pursuant to the provisions of Exhibit B, CLIENT is required to obtain certain insurance coverages, CLIENT agrees to obtain and maintain throughout the duration of this Agreement (or, as applicable, cause its contractors to obtain and maintain) such insurance in the coverages and the amounts specified on Exhibit B. CLIENT will furnish TRANSYSTEMS with a copy of certification of such insurance. TRANSYSTEMS' interests shall be covered under any such insurance coverage.

Section 7.7 Liability and Indemnification.

Section 7.7.1 General. Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the Project, and TRANSYSTEMS' Compensation for the performance of the Services, and in consideration of the promises contained in this Agreement, CLIENT and TRANSYSTEMS agree to allocate and limit such liabilities in accordance with the provisions of this Section 7.7.

Section 7.7.2 TranSystems Indemnification.

TRANSYSTEMS agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by TRANSYSTEMS' negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom TRANSYSTEMS is legally liable. TRANSYSTEMS is not obligated to indemnify the CLIENT in any manner whatsoever for the CLIENT'S own negligence.

Section 7.7.3 Client Indemnification. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold TRANSYSTEMS harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the CLIENT'S negligent acts, errors or omissions and those of its contractors, subcontractors or consultants or anyone for whom the CLIENT is legally liable, and arising from the project

that is the subject of this Agreement. The CLIENT is not obligated to indemnify TRANSYSTEMS in any manner whatsoever for TRANSYSTEMS' own negligence.

Section 7.7.4 Contractors Indemnification. CLIENT agrees to cause each of its other contractors on the Project to include an indemnification provision in CLIENT's contract with each such contractor that indemnifies and holds harmless TRANSYSTEMS and any of its officers or employees from all loss, damage, cost or expense to the extent caused by such contractors (or its employees or subcontractors) negligence or willful misconduct.

Section 7.7.5 Employee Claims. TRANSYSTEMS shall indemnify CLIENT against any loss, damage, cost or expense arising out of claims by TRANSYSTEMS' employees (unless such claim arises out of or as a result of the negligence of CLIENT, its employees, agents or contractors). CLIENT shall indemnify TRANSYSTEMS against any loss, damage, cost or expense arising out of claims by CLIENT'S employees (unless such claim arises out of or as a result of the negligence of TRANSYSTEMS, its employees, agents or subcontractors).

Section 7.7.6 Consequential Damages. To the fullest extent permitted by law, TRANSYSTEMS shall not, in any event, be liable to CLIENT for any special, indirect, incidental or consequential damages, including, but not limited to, damages from delay, lost distribution, loss of product, loss of use, loss of profits or revenue or increased cost of operation, the cost of capital or the cost of purchased or replacement equipment, systems or power.

Section 7.7.7 Not Used.

Section 7.7.8 Survival. The terms and conditions of this Section 7.7 shall survive the termination of this Agreement and/or the completion of the Services.

Section 7.8 Not Used.

Section 7.9 Protection From Supplanting Consultant. In consideration of the risks and rewards involved in this Project, the CLIENT agrees, to the maximum extent permitted by law, to indemnify and hold harmless TRANSYSTEMS from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from any negligent acts, errors or omissions by any prior consultants employed by the CLIENT on this project and from any claims of copyright or patent infringement by TRANSYSTEMS arising from the use of any documents prepared or provided by the CLIENT or any prior consultants of the CLIENT. The CLIENT warrants that any documents provided to TRANSYSTEMS by the CLIENT or by the prior consultants may be relied upon as to their accuracy and completeness without independent investigation by the supplanting consultant and that the CLIENT has the right to provide such documents to the supplanting consultant free of any claims of copyright or patent infringement or violation of any other party's rights in intellectual property.

Section 7.10 Use of Logo. CLIENT grants to TRANSYSTEMS during the term of this agreement and thereafter a non-exclusive license to use CLIENT's name and logo in TRANSYSTEMS's marketing materials such as press releases, case study briefs/project summaries, TRANSYSTEMS website or brochures. This license shall be perpetual and irrevocable for such use on all materials distributed and or printed but not yet distributed prior to termination and revocation of said license; said license shall remain in effect unless and until CLIENT shall terminate and revoke the same by giving TRANSYSTEMS 60 days advance written notice thereof whereupon at the end of said 60 days the license shall be deemed terminated.

**SECTION 8
SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES**

Section 8.1 Special Provisions. This Agreement is subject to no special provisions.

Section 8.2 Contract Documents. This Agreement consists of this contract document and the following Exhibits and Schedules, which are attached to and made a part of this Agreement:

Exhibit A - Project Description and Basic Services
Schedule 1 – Schedule of Rates and Expenses

Section 8.3 Entire Agreement. This Agreement together with the Exhibits and Schedules identified above constitute the entire agreement between CLIENT and TRANSYSTEMS and supersede all prior written or oral understandings. This Agreement and said Exhibits and Schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or TRANSYSTEMS. TRANSYSTEMS' services under this Agreement are being performed solely for the CLIENT'S benefit, and no other party or entity shall have any claim against TRANSYSTEMS because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and TRANSYSTEMS agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

TRANSYSTEMS shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of TRANSYSTEMS, increase the TRANSYSTEMS's contractual or legal obligations or risks, or adversely affect the availability or cost of its professional or general liability insurance.

Section 8.4 Hazardous Materials. Unless otherwise provided in this Agreement, TRANSYSTEMS shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site. However, TRANSYSTEMS shall report to CLIENT the presence and location of any hazardous material which it notices or which an engineer of similar skill and experience should have noticed.

Section 8.5 Not Used.

Section 8.6 Not Used.

Section 8.7 Independent Contractor. TRANSYSTEMS shall be an independent contractor with respect to the Services to be performed hereunder. Neither TRANSYSTEMS, nor its independent professional associates, CONSULTANTS or subcontractors, nor the employees of any of the foregoing, shall be deemed to be the servants, employees or agents of CLIENT.

Section 8.8 Representations and Remedies. TRANSYSTEMS makes no representations, covenants, warranties or guarantees, express or implied, other than those expressly set forth herein. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED. The parties' rights, liabilities, responsibilities and remedies with respect to the Services, whether in contract or otherwise, shall be exclusively those expressly set forth in this Agreement.

Section 8.9 Assignment, Subcontractors. This Agreement shall not be assignable by either party without the prior written consent of the other party hereto, except that it may be assigned without such consent to the successor of either party, or to a person, firm or corporation acquiring all or substantially all of the business assets of such party or to a wholly owned subsidiary of either party, but such assignment shall not relieve the assigning party of any of its obligations under this Agreement. No assignment of this Agreement shall be valid until this Agreement shall have been assumed by the assignee. This Agreement shall be binding upon and shall inure to the benefit of the TRANSYSTEMS' and CLIENT's respective successors and assigns. Nothing in this Section 8.9 shall prevent or be deemed to prevent TRANSYSTEMS from employing, contracting with or engaging independent professional associates, CONSULTANTS and other subcontractors to perform or assist in the performance of the Services.

Section 8.10 Notices. All notices or communications pertaining to this Agreement shall be in writing and shall be sufficient when mailed or delivered to the address specified below:

If to CLIENT:
Village of Carol Stream
500 North Gary Avenue
Carol Stream, IL 60188

Attention: Mr. William Cleveland

If to TRANSYSTEMS:
TranSystems Corporation
1475 East Woodfield Road
Schaumburg, IL 60173

Attention: Mr. Todd Bright

Nothing in this Section 8.10 shall be construed to restrict the transmission of routine communications between representatives of CLIENT and TRANSYSTEMS.

Section 8.11 Interpretation.

(a) This Agreement shall be governed by and interpreted in accordance with the laws of Missouri.

(b) Headings and titles of sections, paragraphs and other subparts of this Agreement are for convenience of reference only and shall not be considered in interpreting the text of this Agreement. Modifications or amendments to this Agreement must be in writing and executed by duly authorized representatives of each party.

(c) Unless specifically stated to the contrary therein, indemnities against, releases from and limitations on liability expressed in this Agreement shall apply even in the event of the fault, negligence or strict liability of the party indemnified or released or whose liability is limited and shall extend to the officers, directors, employees, agents, licensors and related entities of such party.

(d) In the event that any portion or all of this Agreement is held to be void or unenforceable, the parties agree to negotiate in good faith to reach an equitable agreement which shall affect the intent of the parties as set forth in this

Agreement.

Section 8.12 Certificates, Guarantees And Warranties. TRANSYSTEMS shall not be required to sign any documents, no matter by who requested, that would result in TRANSYSTEMS having to certify, guarantee or warrant the existence of conditions whose existence TRANSYSTEMS cannot ascertain. The Client also agrees not to make resolution of any dispute with TRANSYSTEMS or payment of any amount due to TRANSYSTEMS in any way contingent upon TRANSYSTEMS signing any such certification.

As used herein, the word "certify" shall mean an expression of TRANSYSTEMS' professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by TRANSYSTEMS.

Section 8.13 Execution of Documents. TRANSYSTEMS shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of TRANSYSTEMS, increase the TRANSYSTEMS' risk or the availability or cost of its professional or general liability insurance.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the _____ day of _____ 2018.

Village of Carol Stream

TranSystems Corporation

By:
Printed Name:
Title:


By: 
Printed Name: Todd Bright
Title: Vice President

EXHIBIT "A"
Project Description and Basic Services



TranSystems

1475 East Woodfield Road
Suite 600
Schaumburg, IL 60173-5440
Tel 847 605 9600
Fax 847 605 9610

www.transystems.com

February 23, 2018
Lies Road (FAU 1375) LAFO Improvements: Gary Avenue to Schmale Road
Phase 1 & 2 Engineering
Village of Carol Stream

EXHIBIT A – SCOPE OF ENGINEERING SERVICES

Project Description

This project involves preparing construction plans and specifications for the Local Agency Functional Overlay (LAFO) project along Lies Road from Gary Avenue to Schmale Road in the Village of Carol Stream, a distance of approximately 4,900 feet (0.93 miles). The intersection of Gary Avenue and Lies Road has been improved recently, and the west project limit is approximately 450 feet east of the intersection.

Project Scope of Work:

The scope of work includes a 4-inch mill and overlay of this roadway section. Areas of extensive deteriorated pavement will be patched after the milling and before the overlay is constructed. Structure adjustments or reconstruction as well as parkway restoration will be performed. Sidewalk ramps will be replaced to comply with ADA requirements, if needed. The geometry will not be improved or changed as part of the proposed improvements. The proposed scope is in keeping with the LAFO program guidelines.

TranSystems will prepare the contract plans, specifications, and cost estimates for a January 18, 2019 contract letting through IDOT. The work shall be prepared in accordance with IDOT requirements for LAFO projects including obtaining LAFO approval. The plans and specifications will provide sufficient guidance to the contractor necessary to bid the project, provide the contractor with geometric layout requirements to allow the contractor to establish controls during construction, and include sufficient details for completing the street resurfacing. The plans will be reviewed by the Village and IDOT. Coordination with IDOT and FHWA will also be required.

Scope of Engineering Services:

1. Project Coordination and Data Collection

- Kick-off meeting to discuss project scope, and obtain electronic files as available from the Village containing pavement information, centerline and stationing, utility data, striping, and geometrics for the project limits.
- Prepare LAFO Approval (BLR 46300) and submit to IDOT for approval.
- Conduct pre-final plan review meetings with the Village and IDOT to discuss plan comments.
- Prepare Project Program Information (PPI) and submit to DuPage Mayors and Managers and IDOT.



2. Infrastructure Condition Identification

- Conduct a site inspection to identify locations of pavement patching, concrete curb and gutter repair, and drainage structure adjustment/reconstruction (performed by Village).
- Conduct a sidewalk inspection for trip hazards, cross slopes, and deteriorated sidewalk at the intersections (performed by Village).
- No soil borings or pavement cores will be obtained since the purpose of the project is to resurface the roadway to keep the pavement section in serviceable condition.

3. Topographic Survey

- Conduct a limited topographic survey to establish geometric control and centerline stationing, as well as obtain locations of utility structures. (Jorgensen)
- Conduct a detailed survey of the ADA ramps at intersections to check for compliance with ADA standards. (Jorgensen)
- Download the survey into Microstation cadd format and create base sheets at 1"=50' scale. (Jorgensen)

4. Contract Plans, Specifications, and Estimates (PS&E)

It is anticipated that the following sheets will be included in the contract plans:

a. Cover Sheet and Index of Sheets	1
b. General Notes and Listing of Highway Standards	1
c. Summary and Schedule of Quantities	1
d. Typical Sections	2
e. Plan Sheets	3
f. Striping Sheets	3
g. ADA Ramp Detail Sheets	1
h. IDOT Detail Sheets	10
TOTAL	<u>22</u>

- Conduct quantity take-offs and prepare estimate of construction cost based on current unit price data.
- Prepare specifications and contract documents based on IDOT standards.
- Submit plans and documents to the Village and IDOT for review and comment.



5. Preparation of Final PS&E

- Based on comments received from the Village and IDOT, prepare final contract plans, specifications, and estimates.
- Process final contract plans, documents, and agreements through IDOT for a contract letting.

Project Schedule

Notice to Proceed	March 2018
Kick-off Mtg/PPI Submitted	April 2018
LAFO Form Submittal	May 2018
LAFO Approval	August 2018
Pre-Final Plans Submitted	August 10, 2018
Final PS&E Submitted	October 8, 2018
Letting	January 18, 2019

Assumptions:

1. Special waste testing will not be required
2. Village will perform infrastructure condition inventory

SCHEDULE 1
Schedule of Rates and Expenses

SCHEDULE 1

COST PLUS FIXED FEE

COST ESTIMATE OF CONSULTANT SERVICES

FIRM
PTB-ITEM #
PRIME/SUPPLEMENT

TranSystems Corporation
Lies Road LAFO (Gary to Schmale)
Prime

OVERHEAD RATE 146.24%
COMPLEXITY FACTOR 0

DATE 2/23/2018

ITEM	MANHOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENF (C)	DIRECT COSTS (D)	FIXED FEE (E)	SERVICES BY OTHERS (G)	TOTAL (B-G)	% OF GRAND TOTAL
Coordination and Data Collection	40	1,792	2,620	59	648		5,119	13.12%
Survey	4	230	337		82	5,004	5,653	14.49%
Pre-Final PS&E	148	6,476	9,471	229	2,346		18,522	47.48%
Final PS&E	76	3,354	4,904	228	1,230		9,716	24.91%
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TOTALS	268	11,852	17,332	516	4,307	5,004	39,010	100.00%

AVERAGE HOURLY PROJECT RATES

FIRM
 PTB-ITEM#
 PRIME/SUPPLEMENT

TranSystems Corporation
Lies Road LAFO (Gary to Schmale)
Prime

DATE 2/23/2018

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Coordination and Data Co			Survey			Pre-Final PS&E			Final PS&E			Hours	% Part.	Wgtd Avg
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Engineer 5 (E5)	77.03	0.0																	
Engineer 4 (E4)	71.94	20.0	7.46%	5.37	4	10.00%	7.19	2	50.00%	35.97	10	6.76%	4.86	4	5.26%	3.79			
Engineer 3 (E3)	57.62	32.0	11.94%	6.88	4	10.00%	5.76				16	10.81%	6.23	12	15.79%	9.10			
Engineer 2 (E2)	43.13	132.0	49.25%	21.25	20	50.00%	21.57	2	50.00%	21.57	74	50.00%	21.57	36	47.37%	20.43			
Engineer 1 (E1)	34.23	84.0	31.34%	10.73	12	30.00%	10.27				48	32.43%	11.10	24	31.58%	10.81			
Planner 5 (P5)	77.03	0.0																	
Planner 4 (P4)	67.60	0.0																	
Planner 3 (P3)	55.45	0.0																	
Architect 4 (AR4)	71.84	0.0																	
Architect 3 (AR3)	56.02	0.0																	
Architect 2 (AR2)	32.56	0.0																	
Architect 1 (AR1)	26.19	0.0																	
Environmental Scientist 4 (S)	77.03	0.0																	
Industry Specialist 3 (IS3)	52.23	0.0																	
Industry Specialist 2 (IS2)	37.88	0.0																	
Construction Services 4 (CS)	51.55	0.0																	
Technician 3 (T3)	30.69	0.0																	
Technician 1 (T1)	20.95	0.0																	
Administrative 3 (A3)	44.47	0.0																	
Administrative 2 (A2)	36.66	0.0																	
Administrative 1 (A1)	23.52	0.0																	
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TOTALS		268.0	100%	\$44.22	40.0	100.00%	\$44.79	4.0	100%	\$57.54	148.0	100%	\$43.76	76.0	100%	\$44.13	0.0	0%	\$0.00

TranSystems

Lies Road LAFO Improvements
Gary Avenue to Schmale Road
Village of Carol Stream

February 23, 2018

Direct Cost Summary

					Outside Direct Cost
<u>ITEM 1: Project Coordination and Data Collection</u>					
1.) Mileage to meetings					
	36 miles/mtg x	3 mtgs x	\$ 0.545 /mile		\$ 58.86
				Item 1 Total	\$ 58.86
<u>ITEM 2: Infrastructure Condition Identification</u>					
	Village performing this work				
				Item 2 Total	\$ -
<u>ITEM 3: Topographic Survey</u>					
1.) Vehicle Expense					
				Item 3 Total	\$ -
<u>ITEM 4: Pre-final PS&E</u>					
1.) Xerox Copies (Specifications)					
	100 sheets x	10 copies x	\$ 0.10 /copy		\$ 100.00
2.) Xerox Copies (Reduced Size Plans)					
	22 sheets x	10 copies x	\$ 0.20 /copy		\$ 44.00
3.) Xerox Copies (full-size plans)					
	22 sheets x	2 copies x	\$ 0.80 /copy		\$ 35.20
4.) Overnight Deliveries					
		2 each x	\$ 25.00 /each		\$ 50.00
				Item 4 Total	\$ 229.20
<u>ITEM 5: Final PS&E</u>					
1.) Xerox Copies (Specifications)					
	100 sheets x	10 copies x	\$ 0.10 /copy		\$ 100.00
2.) Xerox Copies (Reduced Size Plans)					
	22 sheets x	10 copies x	\$ 0.20 /copy		\$ 44.00
3.) Xerox Copies (full-size plans)					
	22 sheets x	2 copies x	\$ 0.80 /copy		\$ 35.20
4.) Original Mylars					
	2 sheets x	1 copies x	\$ 12.00 /copy		\$ 24.00
5.) Overnight Deliveries					
		1 each x	\$ 25.00 /each		\$ 25.00
				Item 5 Total	\$ 228.20
TOTAL DIRECT COSTS					\$ 516.26



JORGENSEN & ASSOCIATES, INC.
LAND SURVEYORS
Est. 1990

February 21, 2018

Mr. David W. Block, P.E.
TranSystems Corporation
1475 East Woodfield Road
Suite 600
Schaumburg, Illinois 60173-5440

Re: Village of Carol Stream – Lies Road Survey Proposal

Dear Mr. Block:

Enclosed, please find our revised proposal to prepare a supplemental topographic survey for the referenced project. Our proposal is based on your email of February 14th and our telephone conversation.

I would like to thank you for considering Jorgensen & Associates for this project. We look forward to continuing our working relationship with your firm. Should you have any questions, comments or require any further information concerning our proposal, please feel free to call me at (847)356-3371.

Respectfully submitted,
Jorgensen & Associates, Inc.

Christian H. Jorgensen, P.L.S.
President

CHJ/pt

Enclosures

E:\TranSystems\Carol Stream\Lies Rd\Letter

Route: Lies Road
Section: Gary Avenue to Schmale Road
County: DuPage
Job No.:

Exhibit "A"

Payroll Burden & Fringe Costs

	<u>% of Direct Productive Payroll</u>
Federal Insurance Contributions Act _____	11.81%
State Unemployment Compensation _____	0.47%
Federal Unemployment Compensation _____	0.11%
Workmen's Compensation Insurance _____	0.95%
Paid Holidays, Vacation, Sick Leave, Personal Leave _____	9.83%
Bonus _____	11.78%
Pension _____	0.98%
Group Insurance _____	<u>37.83%</u>
Total Payroll Burden & Fringe Costs	73.76%

Route: Lies Road
 Section: Gary Avenue to Schmale Road
 County: DuPage
 Job No.:

Exhibit "B"

Overhead and Indirect Costs

	<u>% of Direct Productive Payroll</u>
Business Insurance _____	4.72%
Depreciation _____	11.00%
Indirect wages and salaries _____	42.74%
Reproductive and printing costs _____	0.23%
Office Supplies _____	2.99%
Computer Costs _____	2.19%
Professional Fees _____	1.94%
Telephone _____	1.89%
Fees, license & dues _____	0.88%
Repairs and maintenance _____	1.77%
Business space rent _____	4.94%
Facilities - capital _____	0.72%
Travel - Meals _____	0.26%
Survey Supplies _____	2.60%
Automobile/travel expense _____	0.41%
Miscellaneous Expense _____	0.76%
State Income Tax _____	1.67%
Postage _____	0.20%
Educational & Professional Registrations _____	0.23%
Gain on Sale of Asset _____	<u>(1.33%)</u>
 Total Overhead	 80.81%

**PAYROLL ESCALATION TABLE
FIXED RAISES**

FIRM NAME Jorgensen & Associates, Inc.
PRIME/SUPPLEMENT Prime

DATE 02/21/18
PTB NO. _____

CONTRACT TERM 12 MONTHS
START DATE 3/1/2018
RAISE DATE 9/1/2018

OVERHEAD RATE 154.57%
COMPLEXITY FACTOR _____
% OF RAISE 0.00%

ESCALATION PER YEAR

3/1/2018 - 9/1/2018
6
12

9/2/2018 - 3/1/2019
6
12

= 50.00%
= 1.0000

50.00%

0.00%

The total escalation for this project would be:

PAYROLL RATES

FIRM NAME
PRIME/SUPPLEMENT
PSB NO.

Jorgensen & Associates DATE
Prime

02/21/18

ESCALATION FACTOR 0.00%

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Supervisor, P.L.S.	\$43.00	\$43.00
Survey Party Chief, S.I.T.	\$27.25	\$27.25
Instrument Operator	\$21.25	\$21.25
Cadd Supervisor	\$31.25	\$31.25
		\$0.00
		\$0.00
		\$0.00
		\$0.00
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		\$0.00

**COST PLUS FIXED FEE
COST ESTIMATE OF CONSULTANT SERVICES**

FIRM
PSB
PRIME/SUPPLEMENT

Jorgensen & Associates, Inc.
Prime

OVERHEAD RATE 1.5457
COMPLEXITY FACTOR 0

DATE 02/21/18

DBE DROP BOX	ITEM	MANHOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENF (C)	IN-HOUSE DIRECT COSTS (D)	FIXED FEE (E)	Outside Direct Costs (F)	SERVICES BY OTHERS (G)	DBE TOTAL (H)	TOTAL (B-G)	% OF GRAND TOTAL
	(1) Field-Topographic Survey	52	1,261.00	1,949.13	145.80	486.61				3,842.54	76.79%
	(2) Office-Compile Field Data	4	148.50	229.54		54.82				432.85	8.65%
	(3) Office-Create Existing Topography Base File	8	250.00	386.43		92.28				728.71	14.56%
	Subconsultant DL					0.00				0.00	0.00%
	TOTALS	64	1,659.50	2,565.09	145.80	633.71	0.00	0.00	0.00	5,004.10	100.00%

DBE 0.00%

AVERAGE HOURLY PROJECT RATES

FIRM Jorgensen & Associates, Inc.
 PSB _____
 PRIME/SUPPLEMENT Prime

DATE 02/21/18

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			(1) Field-Topographic Survey			(2) Office-Compile Field Data			(3) Office-Create Existing Topography Base File								
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Supervisor, P.L.S.	43.00	2	3.13%	1.34				2	50.00%	21.50									
Survey Party Chief, S.I.T.	27.25	26	40.63%	11.07	26	50.00%	13.63												
Instrument Operator	21.25	26	40.63%	8.63	26	50.00%	10.63												
Cadd Supervisor	31.25	10	15.63%	4.88				2	50.00%	15.63	8	100.00%	31.25						
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TOTALS		64	100%	\$25.93	52	100.00%	\$24.25	4	100%	\$37.13	8	100%	\$31.25	0	0%	\$0.00	0	0%	\$0.00

Route: Lies Road
 Section: Gary Avenue to Schmale Road
 County: DuPage
 Job No.:

**Manhour Breakdown
 Topographic Survey Estimate**

Lies Road	±	<u>4,900'</u>	=	<u>± 0.928 mile</u>
 Total Length	 ±	 <u>4,900'</u>	 =	 <u>± 0.928 mile</u>

1. Field – Topographic Survey

a. Measure traverse & level circuit 4 hours x 2 men =	8 MH
--	------

b. Supplemental topographic survey 22 hours x 2 men =	<u>44 MH</u>
--	--------------

Sub-total Item #1	52 MH
-------------------	-------

2. Office - Compile Field Data

a. Compute traverse & level circuit 2 hours x 1 man =	2 MH
--	------

b. Edit & compile topographic survey 2 hours x 1 man =	<u>2 MH</u>
---	-------------

Sub-total Item #2	4 MH
-------------------	------

3. Office - Create Existing Topography Base File

a. Layout and drafting existing topography 8 hours x 1 man =	<u>8 MH</u>
---	-------------

Total All Items	<u>64 MH</u>
-----------------	--------------

Route: Lies Road
Section: Gary Avenue to Schmale Road
County: DuPage
Job No.:

**Breakdown of
In House Direct Costs**


Item

1. Field - Topographic Survey

a. Trips to project site - 3 ea.
 ± 90 miles/trip x 3 trips = ± 270 miles
 ± 270 miles @ \$0.54/mile = \$ 145.80

Village of Carol Stream

Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: William N. Cleveland, Assistant Village Engineer 
DATE: February 28, 2018
RE: **2018 Flexible Pavement Project Award of Contract**

On Wednesday, February 28th 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>
Schroeder (Huntley)	\$1,921,872.65
Arrow Road (Mt. Prospect)	\$1,939,832.84
Plote Construction (Hoffman Estates)	\$1,956,727.13
R.W. Dunteman Co. (Addison)	\$1,988,190.06
J.A. Johnson Paving (Arlington Heights)	\$1,991,770.00
Brother's Asphalt (Addison)	\$2,087,187.81
Geneva Construction (Aurora)	\$2,135,714.05
K-Five (Westmont)	\$2,193,954.00
A-Lamp Concrete (Schaumburg)	\$2,244,283.20
Builders Paving LLC (Hillside)	\$2,321,000.00
Engineer's Estimate	\$2,109,093.40

A bid irregularity of \$14.76 was noted in Arrow Road Construction, making the actual bid \$1,939,818.08. This had no effect on their placement or the overall bid opening.

The budget for the Flexible Pavement Project is \$2,100,000 for this year. The low bid from Schroeder Asphalt Services was \$187,220.75 (9%) under the engineer's estimate and also under the budget. Schroeder Asphalt successfully completed the 2011 Flexible Pavement Project and patching projects in 2014 and 2016.

Engineering staff therefore recommends the 2018 Flexible Pavement Project be awarded to Schroeder Asphalt Services of Huntley at the bid unit prices proposed.

Attachment

cc: James T. Knudsen, Director of Engineering Services
Jon Batek, Finance Director
Phil Modaff, Director of Public Works
Adam Frederick, Civil Engineer II
Jim Ludman, Engineering Inspector
Jesse Bahraini, Engineering Inspector

Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager
FROM: Philip J. Modaff, Director of Public Works
DATE: March 1, 2018
RE: Recommendation to Award a Contract for Water Storage Tank Coating and Repairs – Dynamic Industrial Services

The proposed FY19 budget contains \$145,000 for minor repair work, interior coating and partial exterior coating on the two, 2.5 million gallon ground-level storage tanks (Gerzvske Lane and Kuhn Road).

Four bids were received and opened on February 26, 2018, at the Public Works Center, with the following results:

<u>COMPANY</u>	<u>BID AMOUNT</u>
Dynamic Industrial Services	\$119,700
Tecorp	\$163,500
Seven Brothers	\$181,200
DN Tanks	\$232,200

Dynamic Industrial Services was pre-qualified by Dixon Engineering and has successfully completed similar projects of this scope and size, including several for which Dixon Engineering served as the owners' representative. Bid documents submitted by Dynamic Industrial have been checked and verified to be in compliance with bid requirements. A recommendation letter from Dixon Engineering is attached.

The bid process was conducted at this time, and a recommendation for award of contract is requested, in order to secure placement on the winning contractors' schedule. Work would be scheduled to begin in the new fiscal year (no earlier than May 1, 2018).

Staff recommends that the Mayor and Board approve a Motion awarding a contract to Dynamic Industrial Services for Water Storage Tank Coating and Repairs, in the amount of \$119,700.

Attachments

WATER STORAGE TANK PAINTING & REPAIR
FEBRUARY 26, 2018

Company	Gerzevske Tank			Kuhn Road Tank			Grand Total	Bid Security
	Exterior Roof	Interior Steel	Total Cost	Exterior Overcoat	Fall Prevent	Total Cost		
Seven Brothers Painting	\$ 52,700	\$ 31,200	\$ 83,900	\$ 92,800	\$ 4,500	\$ 97,300	\$ 181,200	Bond
Tecorp	\$ 42,000	\$ 35,000	\$ 77,000	\$ 83,000	\$ 3,500	\$ 86,500	\$ 163,500	Bond
DN Tanks	\$ 48,500	\$ 63,800	\$ 112,300	\$ 116,900	\$ 3,000	\$ 119,900	\$ 232,200	Bond
Dynamic Industrial Services	\$ 40,500	\$ 15,000	\$ 55,500	\$ 56,700	\$ 7,500	\$ 64,200	\$ 119,700	Bond



DIXON
ENGINEERING & INSPECTION SERVICES
FOR THE COATING INDUSTRY

5307 South 92nd Street
Suite 125
Hales Corners, WI 53130
Telephone: (630) 220-1410

February 27, 2017

Mr. Phil Modaff, Director of Public Works
Carol Stream Public Works
124 Gerzevske Lane
Carol Stream, IL. 60188

Re: Gerzevske and Kuhn Reservoirs Rehabilitation Project – Recommendation for Award

Dear Phil:

Dixon Engineering, Inc. has reviewed the bids submitted for the Gerzevske and Kuhn reservoirs rehabilitation project and recommends the award to the low bidder, Dynamic Industrial Services of Highland, Indiana in the amount of \$119,700. Bidding was competitive with four (4) bids received.

Dynamic Industrial Services have successfully completed similar projects of this scope and size, while working for some of the same industrial and municipal clients Dixon Engineering has also represented.

Enclosed for your review and action are three copies of the notice of award. After approval, please sign and forward all three copies to Dynamic Industrial Services for signature. Instruct the contractor to return one copy to you, forward a copy to our office, and retain a copy for his files. Also, please ask the contractor to forward to our office the required bonds and certificate(s) of insurance for inclusion into the contract documents.

If you have any questions regarding our recommendation, please don't hesitate to contact me at (630) 220-1410.

FOR DIXON ENGINEERING, INC.,

Brad Schotanus
Illinois Division Manager

**Members: Society of Protective Coatings • American Water Works Association
Consulting Engineers Council**

SECTION 00 43 73
SCHEDULE of VALUES

1.01 PART 1

Gerzevske Tank 6

A. Bidder agrees to perform all work in the following sections as described in the Contract Documents, including all labor and material for the following Schedule of Values – Section 09 97 00:

1. EXTERIOR ROOF OVERCOAT

\$ 40,500.00

2. INTERIOR STEEL REPAINT

\$ 15,000.00

TOTAL PRICE SECTION 09 97 13 INCLUDING #1 THROUGH #2:

\$ 55,500.00

Kuhn Tank

A. Bidder agrees to perform all work in the following sections as described in the Contract Documents, including all labor and material for the following Schedule of Values – Section 05 00 00:

1. FALL PREVENTION DEVICE

\$ 7,500.00

B. Bidder agrees to perform all work in the following sections as described in the Contract Documents, including all labor and material for the following Schedule of Values – Section 09 97 00:

1. EXTERIOR OVERCOAT

\$ 56,700.00

KUHN TANK TOTAL PRICE SECTION 05 00 00 AND 09 97 00:

SECTION 05 00 00:

\$ 7,500.00

SECTION 09 97 00:

\$ 56,700.00

KUHN TANK TOTAL:

\$ 64,200.00

GERZEVSKE 6 TANK TOTAL:

\$ 55,500.00

KUHN TOTAL:

\$ 64,200.00

PROJECT TOTAL:

\$ 119,700.00

**VILLAGE OF CAROL STREAM
GOVERNMENTAL COMPLIANCE CERTIFICATIONS**

I, ANTONIUS BAIKATAS (name), certify that I am employed as the President (title) of DYNAMIC INDUSTRIAL SERVICES INC. (company), a contractor/subcontractor for the work described in 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. Substance Abuse Prevention on Public Works

The Company has in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and will provide a copy thereof to the Village of Carol Stream prior to commencement of the work on the Project.

4. Illinois Public Works Employment Discrimination Act

The Contract shall be performed in compliance with all requirements of the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01

5. Certified Payroll – Prevailing Wage Act - 820 ILCS 130/5

The Company shall pay not less than the prevailing hourly rate of wages, and the generally prevailing rate of hourly wages for legal holiday and overtime work, as determined by the Illinois Department of Labor and the Village of Carol Stream to all laborers, workers, and mechanics performing work under this Contract. All bonds provided by the Company under the terms of this contract shall include such provisions as will guarantee the faithful performance of the Company's obligations under this clause and under the Prevailing Wage Act, 820 ILCS 130/1 et. seq. Should the Department of Labor revise any prevailing rate of hourly wages, such revised rate shall be applicable to

this Contract; however, in no event shall the increase in any prevailing rate of hourly wages be a basis for a change order or other claim for an increase in the Contract Sum. The Company and each of its subcontractors participating on the Project shall make and keep those records required under Section 5 of the Prevailing Wage Act. The Company and any of its subcontractors shall submit a monthly certified payroll statement to verify the payment of prevailing wages as required under the Prevailing Wage Act.

6. 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.

7. 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 and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in the Act. The Company shall maintain, and require that its subcontractors 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. The Company and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract.

8. 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 Owner or Consultant on request.

9. Drug Free Workplace Act [Only applicable to projects with State Funding]

The Company shall comply with all provisions of the Drug Free Workplace Act, 30 ILCS 850/1 et seq.

10. Compliance with Governmental Regulations

The Company and any subcontractors shall comply with and perform all Work required under the Contract Documents in conformance with all applicable federal, state and local laws, regulations and/or ordinances.

DYNAMIC INDUSTRIAL SERVICES
Firm Name *Inc.*

By: ANTONIOS BAIKTIANS / President
Name/Title

[Signature]
Signature

SUBSCRIBED AND SWORN to before
me this 23rd day February, 2008

[Signature]
Notary Public



ANNUNZIATA TINA HIGGINBOTHAM
Notary Public, State of Indiana
Jasper County
Commission #624199
My Commission Expires
February 10, 2019

Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager
FROM: Philip J. Modaff, Director of Public Works
DATE: March 1, 2018
RE: Recommendation to Award a Contract for Sidewalk Saw-cutting Services – Hard Rock Concrete Cutters, Inc.

The current budget includes funding for sidewalk maintenance to remove tripping hazards identified in the annual sidewalk inspection program. The inspection program identified 364 locations where saw-cutting will remove the hazard. There is \$25,000 available for this work in the current fiscal year.

A bid process was recently held and two bids were received and opened on February 26, 2018, at the Public Works Center, with the following results:

<u>COMPANY</u>	<u>BID AMOUNT</u>
Hard Rock Concrete Cutters	\$19,477.50
Safe Step LLC	\$27,356.00

Hard Rock Concrete Cutters has successfully completed similar projects of this scope and size and provided satisfactory references from the Village of Lombard, City of Crystal Lake and City of Naperville. If awarded, this work will be scheduled for completion in the current fiscal year.

Staff recommends that the Mayor and Board approve a Motion awarding a contract to Hard Rock Concrete Cutters for Sidewalk Saw-cutting Services in the amount of \$19,477.50.

Attachments

VILLAGE OF CAROL STREAM
BID FORM
SIDEWALK SAW-CUTTING SPECIFICATIONS

Bidder, in submitting this bid, hereby agrees to comply with all provisions and requirements of the specifications and contract documents attached hereto for the prices as specified below. This bid proposal shall remain in force and full effect for a period commencing on the date of submission and ending thirty (30) days after the date of bid opening.

TOTAL COST FOR COMPLETING ALL LOCATIONS: \$ 19,477.50

LOCATION NUMBER AT WHICH \$30,000.00 PROJECT TOTAL WILL BE REACHED: _____
(For example, if the bidder's price reaches \$30,000.00 on location number "250", this is the location that shall be listed as the point beyond which the \$30,000.00 project limit would be exceeded)

Company: HARD ROCK CONCRETE CUTTERS INC.
Address: 601 CHADDICK DRIVE
WHEELING, IL 60090
Telephone No. 847-699-0010 Fax No. 847-699-0292
Signature: _____
Name and Title: (Please Print) JAMES M DVORATCHEK Date: 2/21/18

Subscribed and sworn before me this 21ST day of FEBRUARY, 2018

MY COMMISSION EXPIRES: JULY 18, 2018
Cynthia D Bechtel
NOTARY PUBLIC



REFERENCES
MUST BE COMPLETED AND RETURNED WITH BID FORM

The Bidder must list three (3) municipal references for which the Bidder has supplied services in the last eighteen (18) months that are similar to the specifications contained herein. The references provided must list municipality, description of work performed, contact person, address, telephone number and contract period.

Municipality: VILLAGE OF LOMBARD

Address: 255 E WILSON AVE

Contact Person: CARL GOLDSMITH

Contract period: 2017 Contact Phone #: 630-620-5740

Description of Work performed: SIDEWALK SAW CUTTING TO REMOVE VERTICAL SURFACE DISCONTINUITIES IN COMPLETE ACCORDANCE WITH THE AMERICN WITH DISABILITIES ACT

Municipality: CITY OF CRYSTAL LAKE

Address: 100 W WOODSTOCK STREET

Contact Person: CARL PAPP

Contract period: 2017 Contact Phone #: 815-356-3605

Description of Work performed: SIDEWALK SAW CUTTING TO REMOVE VERTICAL JOINT DEFLECTIONS

Municipality: CITY OF NAPERVILLE

Address: 400 S EAGLE STREET - TED

Contact Person: CHRIS NICHOLS

Contract period: 2017 Contact Phone #: 630-420-4191

Description of Work performed: SIDEWALK SAW CUTTING TO REMOVE VERTICAL SURFACE DISCONTINUITIES IN COMPLETE ACCORDANCE WITH THEAMERICAN WITH DISABILITES ACT

CONTRACTOR QUESTIONNAIRE
MUST BE COMPLETED AND RETURNED WITH BID FORM

FIRM NAME: HARD ROCK CONCRETE CUTTERS INC

Corporation Partnership Sole Proprietor LLC

OWNER'S NAME: JAMES M DVORATCHEK PHONE # 847-850-7210

OWNER'S NAME: _____ PHONE# _____

BUSINESS ADDRESS: 601 CHADDICK DRIVE

WHEELING, IL 60090

**VILLAGE OF CAROL STREAM
GOVERNMENTAL COMPLIANCE CERTIFICATIONS
MUST BE COMPLETED AND RETURNED WITH BID FORM**

I, JAMES M DVORATCHEK (name), certify that I am employed as the PRESIDENT (title) of HARD ROCK CONCRETE CUTTERS (company), a contractor/subcontractor for the work described in 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.

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4. Illinois Public Works Employment Discrimination Act

The Contract shall be performed in compliance with all requirements of the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01

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keep those records required under Section 5 of the Prevailing Wage Act. The Company and any of its subcontractors shall submit a monthly certified payroll statement to verify the payment of prevailing wages as required under the Prevailing Wage Act.

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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 Owner or Consultant on request.

9. Drug Free Workplace Act [Only applicable to projects with State Funding]

The Company shall comply with all provisions of the Drug Free Workplace Act, 30 ILCS 850/1 et seq.

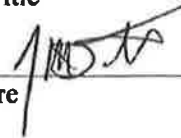
10. Compliance with Governmental Regulations

The Company and any subcontractors shall comply with and perform all Work required under the Bid Documents and Specifications in conformance with all applicable federal, state and local laws, regulations and/or ordinances.

HARD ROCK CONCRETE CUTTERS INC
Firm Name

By: JAMES M DVORATCHEK, PRESIDENT
Name/Title

Signature



SUBSCRIBED AND SWORN to before
me this 21ST day FEBRUARY, 2018.

Cynthia D Bechtel
Notary Public



**FORM OF CONTRACT
VILLAGE OF CAROL STREAM**

THIS AGREEMENT is made this 21 day of FEBRUARY, 2018, by and between the Village of Carol Stream, an Illinois municipal Corporation hereinafter referred to as (the "Village") and HARD ROCK CONCRETE CUTTERS INC hereinafter to as (the "Contractor") and its successors.

IN CONSIDERATION of the mutual promises of the parties delineated in the contract documents, the Contractor agrees to perform the services and the Village agrees to pay for the services as set forth in the Contract Documents.

1. This contract shall embrace and include all of the Contract Documents listed below as if attached hereto or repeated herein:
 - a. Cover Sheet
 - b. Table of Contents
 - c. Invitation to Bid and Notice to Bidders
 - d. Bid Submittal Checklist
 - e. Instructions to Bidders
 - f. General Conditions of Contract
 - g. Specifications
 - h. Bid Proposal (accepted by the Village)
 - i. References
 - j. Contractor's Questionnaire
 - k. Certification of Eligibility to Contract
 - l. Sexual Harassment Policy Certification
 - m. This Contract
 - n. Required Performance and Payment Bond
 - o. Certificate(s) of Insurance

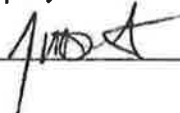
2. The Village agrees to pay, and the Contractor agrees to accept as full payment for the items, and installation of the same, which are the subject matter of this contract the total sum of \$ 19,477.50 paid in accordance with the provisions of the Local Government Prompt Payment Act.

3. The Contractor represents and warrants that it will comply will all applicable Federal, State and local laws concerning prevailing wage rates and all Federal, State and local laws concerning equal employment opportunities.

4. The Contractor shall commence work under this Contract upon written Notice to Proceed from the Village and shall complete work on this project within 90 calendar days from the date of the Notice to Proceed. Time is of the essence of this Contract and Contractor agrees to achieve completion within the contract time by all proper and appropriate means including working overtime without additional compensation.
5. Bonds required to guarantee performance and payment for labor and material for this work shall be in a form acceptable to the Village and shall provide that they shall not terminate on completion of the work, but shall be reduced to ten percent (10%) of the contract sum upon the date of final payment by the Village for a period of one (1) year to cover a warranty and maintenance period which Contractor agrees shall apply to all material and workmanship for one (1) year from the date of issuance of the final payment by the Village.
6. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment on this contract the Village demands that the Contractor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due on each. This statement must be made under oath or be verified by affidavit. Final payment shall not be issued by the Village nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.
7. In executing this Contract, Contractor agrees that it has examined the site of the work and the conditions existing therein, has examined the Contract Documents and taken and compared field measurements and conditions with those Documents.
8. This Contract and the Contract Documents represent the entire Agreement between the parties and may not be modified without the written approval of both parties.

IN WITNESS WHEREOF, the Village and the Contractor have hereunto set their hands this 21 day of FEBRUARY 2018.

HARD ROCK CONCRETE CUTTERS INC
 Print Company Name

By  JAMES M DVORATCHEK, PRESIDENT
 Position/Title

By _____ Position/Title

THE VILLAGE OF CAROL STREAM, ILLINOIS

By _____ Village President


Attest: _____ Village Clerk

Village of Carol Stream.

Interdepartmental Memorandum

DATE: February 7, 2018

TO: Joseph E. Breinig, Village Manager

FROM: Jon Batek, Finance Director 

SUBJECT: **Proposal to Increase the Village's Home Rule Sales Tax Rate**

As you are aware, shortly after the start of the Village's 2017/18 fiscal year on May 1, 2017, Village General Fund revenues suffered a number of significant unplanned and likely permanent reductions including:

1. Loss of sales taxes by major retailers in the Village.
2. Loss of 2% of all home rule sales taxes collected to the State of Illinois following their imposition of this new fee to bolster their July 2017 budget.
3. Reduction by the State of Illinois of 10% of income tax distributions that are shared with local government units. These revenues were diverted to aid the State's troubled budget.

The projected loss of revenues from these items alone is estimated at \$2.4 million or 9.4% of all General Fund revenues.

In November 2017, staff presented a comprehensive financial profile and peer comparison which focused on a number of financial metrics showing the Village's relative position among a group of ten peer communities. The results of this comparison identified the Village maintaining a unique position among its peers in continuing to fund its governmental operations without use of a property tax and without any debt. Further, Carol Stream produced among the lowest total revenues and expenditures among its peers on a per capita basis.

As staff prepared its draft proposed budget for FY2018/19, a total of \$650,000 of spending cutbacks were applied in response to the negative revenue outlook. Further reductions in our already lean operation will likely not come without significant impact to basic Village services. Therefore new revenues should be considered to balance the budget.

In December, staff reviewed a number of potential new revenue sources the Village could draw upon to replace revenues lost from sales taxes and to the State of Illinois. Following that review, the Village Board indicated that an increase in the Village's home rule sales tax from 0.75% to 1.00% plus the imposition of a local motor fuel tax were among the most favored alternatives.

Mr. Joseph Breinig
February 7, 2018
Page 2 of 2

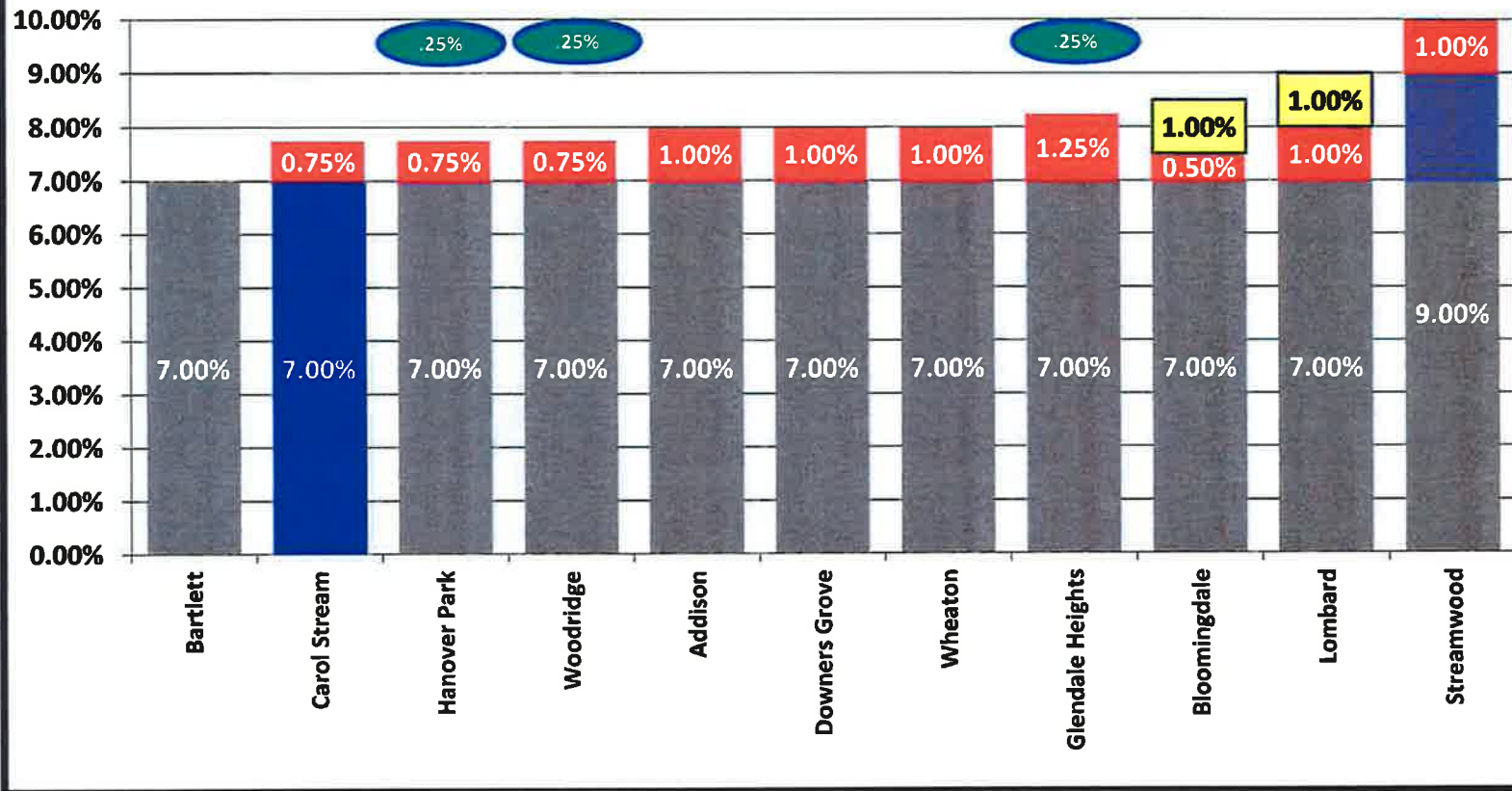
The attached graphic shows the current total community sales tax rates for Carol Stream and its ten peer communities. Carol Stream's current sales tax rate is at the low end of our peer group.

As previously discussed, the State Department of Revenue will only adjust a community's tax rate twice per year, on January 1 or July 1. In order to effectuate a change in our local sales tax rate, a certified copy of an ordinance increasing the rate must be filed with the Department of Revenue before April 1st for July 1 implementation. The Department of Revenue handles notification of local retailers of the upcoming change in rate.

Attached is an ordinance for Village Board consideration.

Current Sales Tax Rates

As of July 1, 2017



Note: Base rate reflects sales tax reflected in DuPage County portion of each municipality (Streamwood is 100% Cook County). DuPage County base rate = 6.25% State of Illinois + 0.75% RTA = 7.00%. Municipalities receive 16% of the 6.25% State rate. Amounts above base rates (shown in red and yellow) are municipally imposed additions. Bloomingdale and Lombard collect an additional 1.00% business district tax at Stratford Square/Indian Lakes Resort and a portion of Yorktown Shopping Center.



Denotes increase in rate since 2013.

ORDINANCE NO. _____

AN ORDINANCE INCREASING THE HOME RULE MUNICIPAL RETAILERS' OCCUPATION TAX AND HOME RULE MUNICIPAL SERVICE OCCUPATION TAX

WHEREAS, the Village of Carol Stream is an Illinois Municipal Corporation under the laws of the State of Illinois; and

WHEREAS, the Village of Carol Stream is a home rule municipality as defined by Article VII of the Illinois Constitution; and

WHEREAS, pursuant to the Village's home rule authority and the provisions of Sections 8-11-1 and 8-11-5 respectively, of the Illinois Municipal Code (65 ILCS 5/8-11-1 and 5/8-11-5), the Village of Carol Stream may impose a Home Rule Municipal Retailers' Occupation Tax and a Home Rule Municipal Service Occupation Tax.

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

SECTION 1: A tax is hereby imposed upon all persons engaged in the business of selling tangible personal property, other than an item of tangible personal property titled or registered with an agency of this State's government, at retail in this municipality at the rate of 1.00% of the gross receipts from such sales made in the course of such business while this ordinance is in effect; and a tax is hereby imposed upon all persons engaged in this municipality in the business of making sales of service, at the rate of 1.00% of the selling price of all tangible personal property transferred by such serviceman as an incident to a sale of service. This "Home Rule Municipal Retailers' Occupation Tax" and this "Home Rule Municipal Service Occupation Tax" shall not be applicable to the sales of food for human consumption which is to be consumed off the premises where it is sold (other than alcoholic beverages, soft drinks, and food that has been prepared for immediate consumption) and prescription and non-prescription medicines, drugs, medical appliances and insulin, urine testing materials, syringes and needles used by diabetics.

SECTION 2: The taxes hereby imposed, and all civil penalties that may be assessed as an incident thereto, shall be collected and enforced by the Department of Revenue of the State of Illinois. The Department of Revenue shall have full power to administer and enforce the provisions of this ordinance.

SECTION 3: The Village Clerk is hereby directed to file a certified copy of this ordinance with the Illinois Department of Revenue on or before the fifteenth day of March, 2018.

SECTION 4: All ordinances and resolutions or parts thereof, in conflict with the provisions of this ordinance are, to the extent of the conflict, expressly repealed.

SECTION 5: The home rule taxes imposed by this ordinance shall take effect on the first day of July 2018, next following the adoption and filing of this ordinance with the Department of Revenue.

SECTION 6: This ordinance shall be in full force and effect from and after its passage and approval by law.

PASSED AND APPROVED THIS 5th DAY OF MARCH, 2018.

AYES:

NAYS:


ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: William N. Cleveland, Assistant Village Engineer 
DATE: March 1, 2018
RE: Easton Park Subdivision -Parking Restrictions

In November 2017, the Village accepted the Easton Park Subdivision public improvements. Subsequently, the Police Department received complaints about vehicles parked along Sype Drive creating traffic problems. Although the developer posted signs, they had not been codified and were unenforceable.

Engineering staff therefore recommends the following additions to the Village Code, Chapter 8: Traffic Code, Article 6: Parking Schedules, Schedule I. Parking Prohibited; Signs Required:

<u>Street</u>	<u>Location</u>
Sype Drive	North and West sides
Bennett Drive	North and West sides, and both sides between North Avenue and Sype Drive

This may require the addition of "No Parking" signs by Public Works, which clearly identifies the restricted areas and will allow Police to enforce the restrictions.

Cc: James T. Knudsen, Director of Engineering Services
Phil Modaff, Director of Public Works
Ed Sailor, Chief of Police
Jeff Degnan, Deputy Chief

ORDINANCE NO. 2018-03-____

**AN ORDINANCE AMENDING CHAPTER 8, ARTICLE 6 OF THE
CAROL STREAM TRAFFIC CODE – PARKING SCHEDULES
(PARKING PROHIBITED; SIGNS REQUIRED)**

BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, DUPAGE COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, that Chapter 8, Article 6, of the Traffic Code, be amended to read as follows:

SECTION 1: That Chapter 8, Article 6, Parking Schedules of the Traffic Code be amended to add the following:

Chapter 8: Traffic Code, Article 6: Parking Schedules, Schedule I. Parking Prohibited; Signs Required

<u>Street</u>	<u>Location</u>
Sype Drive	North and West sides
Bennett Drive	North and West sides, and both sides between North Avenue and Sype Drive

SECTION 2: That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law, and the posting/removal of the required signs in keeping with this Ordinance.

PASSED AND APPROVED THIS 5th DAY OF MARCH, 2018.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor


ATTEST:

Laura Czarnecki, Village Clerk

Village of Carol Stream

Interdepartmental Memo

TO: Joseph Breinig, Village Manager

FROM: William N. Cleveland, Assistant Village Engineer 

DATE: February 26, 2018

RE: Intergovernmental Agreement for the installation of a traffic signal at St. Charles Road and President Street

In July of 2017 our Police Department noticed an increasing number of vehicle crashes at St. Charles Road and President Street. We requested that DuPage County Division of Transportation (DuDOT) initiate a traffic study to determine if additional regulatory controls meeting MUTCD warrants were required at the intersection. They replied in October that warrants were met and a temporary traffic signal could be installed.

After the study was completed, six additional crashes were recorded, including one child on a bicycle. Coincidentally, this is at the location where the proposed Southeast Bike Trail crosses St. Charles Road to get to the Great Western Trail. To help avoid further serious crashes it was decided to install a temporary four-way stop sign until the traffic signal could be designed and installed.

DuDOT has requested that the Village share in half (50%) of the cost of construction for the temporary traffic signal (estimated at \$150,000) with the Village's proportionate share being \$75,000. Similar to other State, County and Local traffic signals in the Village, energy costs are provided for in our franchise agreement with ComEd, and DuDOT will assume further maintenance and repair costs. A permanent traffic signal will be constructed with future St. Charles roadway improvements, currently un-programmed.

Engineering staff and the Village Attorney have reviewed the "Intergovernmental Agreement between the County of DuPage and the Village of Carol Stream for the Installation of a Span Wire Traffic Signal at CH7/St. Charles Road and President Street Including Future Maintenance/Energy Responsibilities Section No. 18-00297-00-TL" and recommend it be approved.

Cc: James Knudsen, Director of Engineering Services
Jon Batek, Finance Director
Phil Modaff, Director of Public Works
Ed Sailor, Police Chief
Brian Cleuver, Traffic Sergeant

RESOLUTION NO. _____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF CAROL STREAM AND THE COUNTY OF DU PAGE FOR THE INSTALLATION OF A SPAN WIRE TRAFFIC SIGNAL AT CH 7/ST. CHARLES ROAD AND PRESIDENT STREET INCLUDING FUTURE MAINTENANCE/ENERGY RESPONSIBILITIES
SECTION NO. 18-00297-00-TL**

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

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

SECTION 1: That the Mayor and Village Clerk of the Village of Carol Stream be and the same are hereby authorized to execute the Intergovernmental Agreement, in the appropriate form, attached hereto as Exhibit "A".

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

PASSED AND APPROVED THIS 5th DAY OF MARCH 2018.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE
AND THE VILLAGE OF CAROL STREAM
FOR THE INSTALLATION OF A SPAN WIRE TRAFFIC SIGNAL
AT CH 7/ST. CHARLES ROAD AND PRESIDENT STREET
INCLUDING FUTURE MAINTENANCE/ENERGY RESPONSIBILITIES
SECTION NO. 18-00297-00-TL

This Agreement (hereinafter referred to as "AGREEMENT") is entered into this ____ day of _____, 201__, between the County of DuPage (hereinafter referred to as "COUNTY"), a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois and the Village of Carol Stream (hereinafter referred to as the "VILLAGE"), a home rule municipal corporation with offices at 500 North Gary Avenue, Carol Stream, Illinois. The COUNTY and the VILLAGE are hereinafter sometimes individually referred to as a "Party" or together as the "Parties."

RECITALS

WHEREAS, the COUNTY and the VILLAGE, in order to facilitate the free flow of traffic and to ensure the safety of the public desire to install a span wire four (4) way traffic signal at the intersection of CH 7/St. Charles Road and President Street (hereinafter referred to as "TRAFFIC SIGNAL"); and

WHEREAS, the "TRAFFIC SIGNAL" lies within the corporate limits of the Village of Carol Stream; and

WHEREAS, the COUNTY by virtue of its power set forth in "Counties Code" (55 ILCS 5/1-1001 et seq.) and "Illinois Highway Code" (605 ILCS 5/1-101 et seq.), is authorized to enter into this AGREEMENT and the VILLAGE by virtue of its home rule power and as set forth in the "Municipal Code" (65 ILCS 1/1-1-1 et seq.) are authorized to enter into this AGREEMENT; and

WHEREAS, the COUNTY and the VILLAGE have determined that it is in their mutual best interests to enter into this AGREEMENT.

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and

the understandings of each Party to the other, the Parties do hereby mutually covenant, promise and agree as follows:

1.0 INCORPORATION

- 1.1. All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this AGREEMENT.
- 1.2. The headings of the paragraphs and subparagraphs of this AGREEMENT are the inserts for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

2.0 RESPONSIBILITIES OF THE COUNTY

- 2.1. The COUNTY shall prepare plans and specifications, receive bids, award the contract, furnish engineering inspection during construction, and cause the TRAFFIC SIGNAL to be built in accordance with the plans and specifications, incorporated herein by reference. The COUNTY agrees to pay all costs subject to reimbursement by the VILLAGE as hereinafter set forth.
- 2.2. The COUNTY shall have the VILLAGE named an additional insured for the Commercial General Liability in the Special Provisions section of the contract for the TRAFFIC SIGNAL.
- 2.3. Upon completion, inspection and approval by written letter or via e-mail communication to the VILLAGE by the COUNTY of the installation of the TRAFFIC SIGNAL, the COUNTY shall own, operate and maintain said TRAFFIC SIGNAL and shall provide and pay for all costs associated with the future maintenance and repair of the TRAFFIC SIGNAL including pre-emption equipment with reimbursement from the VILLAGE as referenced hereinafter.
- 2.4. The COUNTY retains the right to control and regulate the sequence and all other aspects of phasing and timing of the TRAFFIC SIGNAL.
- 2.5. The COUNTY shall arrange for the energy supply with the local power company to furnish the electrical energy for the operation of the TRAFFIC SIGNAL.

- 2.6. The COUNTY will be responsible for maintenance of all pavement markings on CH 7/St. Charles Road.

3.0 RESPONSIBILITIES OF THE VILLAGE

- 3.1. The VILLAGE shall reimburse the COUNTY for fifty (50%) percent of the final construction costs of said TRAFFIC SIGNAL. The final construction costs are estimated to be One Hundred Fifty Thousand and 00/100ths (\$150,000.00) Dollars.
- 3.2. The VILLAGE agrees to pay the COUNTY fifty (50%) percent of its estimated share of the final construction costs as referenced in paragraph 3.1 hereinabove, Thirty Seven Thousand Five Hundred and 00/100ths (\$37,500.00) Dollars, upon award of a construction contract for the TRAFFIC SIGNAL and the balance upon completion of the TRAFFIC SIGNAL based upon the documentation of the final construction costs, submitted by the COUNTY to the VILLAGE. Said final invoices shall be paid within sixty (60) days of receipt of a properly documented invoice from the COUNTY.
- 3.3. The VILLAGE shall pay one hundred (100%) percent of all future energy costs for the TRAFFIC SIGNAL and shall be invoiced directly by the energy provider for the TRAFFIC SIGNAL.
- 3.4. The VILLAGE shall be responsible for maintenance of all pavement markings on President Street.

4.0 FUTURE MODERNIZATION/RECONSTRUCTION

- 4.1. If, in the future, it is determined by the Parties that the TRAFFIC SIGNAL requires modernization or reconstruction due to age, condition, etc. or if the COUNTY improves CH 7/St. Charles Road which results in the need to modernize or reconstruct the TRAFFIC SIGNAL, the Parties hereby agree to share the cost of the improvement to the TRAFFIC SIGNAL, including engineering, construction, construction engineering and/or land acquisition, in proportion to the number of approaches to the intersection maintained by the respective Parties. For the purposes of this AGREEMENT, the north and south legs, President Street,

shall be considered as VILLAGE maintained. The east and west legs, St. Charles Road, shall be considered as COUNTY maintained.

5.0 INDEMNIFICATION

5.1. The COUNTY shall, to the extent permitted by law, indemnify, hold harmless and defend the VILLAGE, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the COUNTY'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. The COUNTY does not hereby waive any defenses or immunity available to it with respect to third parties.

5.1.1. The COUNTY and the VILLAGE acknowledge that the COUNTY has made no representations, assurances or guaranties regarding the COUNTY'S or any successor's or assign's authority and legal capacity to indemnify VILLAGE as provided for in this AGREEMENT. In the event a court of competent jurisdiction holds that the COUNTY, or any successor or assign, is deemed to lack the lawful authority or ability to indemnify, defend or hold harmless the VILLAGE, or any person or entity claiming a right through VILLAGE, or in the event of change in the laws of the State of Illinois governing the COUNTY'S or any successor's or assign's indemnification authority, such occurrence(s) shall not affect the validity and enforceability of the remainder of this AGREEMENT or the Parties rights and obligations provided for therein.

5.2. The VILLAGE shall indemnify, hold harmless and defend the COUNTY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or

connected with, the VILLAGE'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. The COUNTY does not hereby waive any defenses or immunity available to it with respect to third parties.

5.2.1 The COUNTY and the VILLAGE acknowledge that the VILLAGE has made no representations, assurances or guaranties regarding the VILLAGE'S or any successor's or assign's authority and legal capacity to indemnify COUNTY as provided for in this AGREEMENT. In the event a court of competent jurisdiction holds that the VILLAGE, or any successor or assign, is deemed to lack the lawful authority or ability to indemnify, defend or hold harmless the COUNTY, or any person or entity claiming a right through COUNTY, or in the event of change in the laws of the State of Illinois governing the VILLAGE'S or any successor's or assign's indemnification authority, such occurrence(s) shall not affect the validity and enforceability of the remainder of this AGREEMENT or the Parties rights and obligations provided for therein.

5.3. Nothing contained herein shall be construed as prohibiting the COUNTY, the VILLAGE, or their respective officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the COUNTY, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, as provided in 55 ILCS 5/3-9008. The COUNTY'S and/or the VILLAGE'S participation in their defense shall not remove either Party's duty to indemnify, defend, and hold the other Party harmless, as set forth above.

5.4. Neither Party waives, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) or otherwise available to it, or the VILLAGE, under the law.

5.5. Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided.

6.0 ENTIRE AGREEMENT

6.1. This AGREEMENT represents the entire AGREEMENT between the Parties with respect to the TRAFFIC SIGNAL, and supersedes all previous communications or understandings whether oral or written.

7.0 NOTICES

7.1. Any notice required hereunder shall be deemed properly given to the Party to be notified at the time it is personally delivered or mailed by certified mail, return receipt requested, postage prepaid, to the Party's address or sent by confirmed facsimile or email, to the Party's address. The address of each Party is as specified below; either Party may change its address for receiving notices by giving notices thereof in compliance with the terms of this subsection.

For VILLAGE:

Joseph Breinig, Village Manager
Village of Carol Stream
500 North Gary Avenue
Carol Stream, IL 60188
Phone: 630.665.7050
Facsimile: 630.665.1064
Email: jbreinig@carolstream.org

For COUNTY:

Christopher C. Snyder, P.E.
Director of Transportation/County Engineer
DuPage County Division of Transportation
421 N. County Farm Rd.
Wheaton, IL 60187
Phone: 630.407.6900
Facsimile: 630.407.6901
Email: Christopher.Snyder@dupageco.org

8.0 AMENDMENT, MODIFICATION OR TERMINATION OF THIS AGREEMENT

8.1. No modification or amendment to this AGREEMENT shall be effective until approved by the Parties in writing.

9.0 NON-ASSIGNMENT

9.1. This AGREEMENT shall not be assigned by either Party without the written consent of the other Party, whose consent shall not be unreasonably withheld.

10.0 AUTHORITY TO EXECUTE/RELATIONSHIP

10.1. The Parties hereto have read and reviewed the terms of this AGREEMENT and by their signature as affixed below represent that the signing Party has the authority to execute this AGREEMENT and that the Parties intend to be bound by the terms and conditions contained herein.

10.2. This AGREEMENT shall not be deemed or construed to create an employment, joint venture, partnership or other agency relationship between the Parties.

10.3 This Agreement shall not be deemed or construed to create any rights or benefits in or to any third parties.

11.0 GOVERNING LAW

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

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

12.0 SEVERABILITY

12.1. In the event, any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder

of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

13.0 FORCE MAJEURE

13.1. Neither Party shall be liable for any delay or non-performance of their obligations caused by any contingency beyond their control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, fires and natural disasters.

14.0 COUNTERPARTS

14.1. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one in the same instrument.

IN WITNESS whereof, the Parties set their hands and seals as of the date first written above.

COUNTY OF DU PAGE

VILLAGE OF CAROL STREAM

Daniel J. Cronin
Chairman, DuPage County Board

Frank Saverino
Mayor

ATTEST:

ATTEST:

Paul Hinds
County Clerk

Laura Czarnecki
Village Clerk

Village of Carol Stream

Interdepartmental Memo

TO: Joseph Breinig, Village Manager

FROM: Sam Barghi, Public Works Management Analyst

DATE: February 27, 2018

RE: Resolution Encouraging Participation in the National Mayor's Challenge for Water Conservation

Introduction

The Village of Carol Stream and much of the surrounding areas is fortunate to have access to abundant freshwater resources; however, with so much water available for drinking, recreation, and everyday life, it is easy to forget the need to conserve water. Water conservation has significant benefits to local economies, the environment, and even the global climate. Conserving water, by consuming less and reusing more, helps preserve one of our most important natural resources. Water conservation benefits us all.

National Mayor's Challenge for Water Conservation

Last year, the Village of Carol Stream participated in the National Mayor's Challenge for Water Conservation for the second time. Thanks to widespread community efforts, the Village finished top-15 in the nation for our population category. Together, competition participants from across the nation pledged to save over 2.2 billion gallons of water.

With 2018 being its seventh year, the Challenge has widely become recognized as one of the most engaging, zero-cost conservation initiatives for residents and customers of cities and water utilities. In addition, the community with the highest percentage of participating residents will be entered to win thousands of dollars of great prizes.

Outreach Plan

To promote awareness for this Challenge, staff will publish a press release (attached), newsletter and website articles, and social media posts throughout the month of March. In addition, staff will post reminders and provide regular updates on the Village's standing throughout the month of April.

Recommendation

Staff recommends that the Mayor and Board of Trustees support the attached resolution encouraging water conservation in the Village of Carol Stream through participation in the National Mayor's Challenge for Water Conservation. Once the resolution is approved, staff will begin marketing the event.

RESOLUTION NO. _____

**A RESOLUTION DECLARING SUPPORT OF THE
"WYLAND MAYOR'S CHALLENGE FOR WATER CONSERVATION"**

WHEREAS, the Village of Carol Stream continues to explore ways to responsibly manage consumption of water and power, and to inspire its residents and businesses to care for our natural resources; and

WHEREAS, the seventh annual National Mayor's Challenge for Water Conservation presented by the Wyland Foundation and Toyota, with support from the U.S EPA's WaterSense, The Toro Company, National League of Cities, Conserva Irrigation, and Earth Friendly Products (makers of ECOS), is a healthy, non-profit competition for cleaner communities; and

WHEREAS, villages can engage in efforts to inspire their own communities, as well as their neighboring villages, to become better environmental stewards; and

WHEREAS, with the encouragement of their Elected Officials, residents may register their participation in their village's Challenge, online, by making simple pledges to decrease their water use and to reduce pollution for the period of one year, thereby assisting their villages to apply State and Federal water conservation strategies and to target mandated reductions; and

WHEREAS, from April 1- 30, 2018, the Village of Carol Stream wishes to inspire its residents and its neighboring communities to take the "Wyland Mayor's Challenge for Water Conservation" by making a series of online pledges at www.mywaterpledge.com to reduce their impact on the environment and to see potential savings in their water and electricity bills;

**NOW, THEREFORE, THE MAYOR AND VILLAGE BOARD OF THE VILLAGE OF
CAROL STREAM, ILLINOIS, DO HEREBY RESOLVE, DECLARE AND DETERMINE AS
FOLLOWS:**

SECTION 1: That the Village of Carol Stream agrees and supports the "Wyland Mayor's Challenge for Water Conservation".

SECTION 2: That the program is to be implemented from April 1- 30, 2018, through a series of communication and outreach strategies to encourage residents to take the conservation "Challenge."

SECTION 3: This resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED AND APPROVED THIS 5TH DAY OF MARCH, 2018.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF THE
OFFICIAL ZONING MAP OF THE VILLAGE OF CAROL STREAM**

WHEREAS, the Illinois Compiled Statutes (65 ILCS 5/11-13-19) require the corporate authorities to publish a map clearly showing the zoning classification of all land within the municipality, including all changes that occurred within the preceding calendar year, no later than March 31 of each year; and

WHEREAS, at their meeting on February 26, 2018, the Combined Plan Commission and Zoning Board of Appeals reviewed and recommended approval of the 2018 Official Zoning Map for the Village of Carol Stream.

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: That the Mayor is authorized to execute and the Village Clerk to attest **The Official Zoning Map of the Village of Carol Stream**, a map prepared using base parcel data provided by the DuPage County Mapping Department, dated March 5, 2018, such document being attached to and made a part of this Resolution.

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 5th DAY OF MARCH 2018.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk



Village of Carol Stream Official Zoning Map

March 2018

Legend

Residential Districts

- R-1 One-Family Residence District
- R-2 One-Family Residence District
- R-3 One-Family Residence District
- R-4 General Residence District

Business Districts

- B-1 Local Retail District
- B-2 General Retail District
- B-3 Service District
- B-4 Office, Research, and Institutional Building District

Industrial Districts

- I Industrial District
- R&D Research and Development District

Overlay Districts

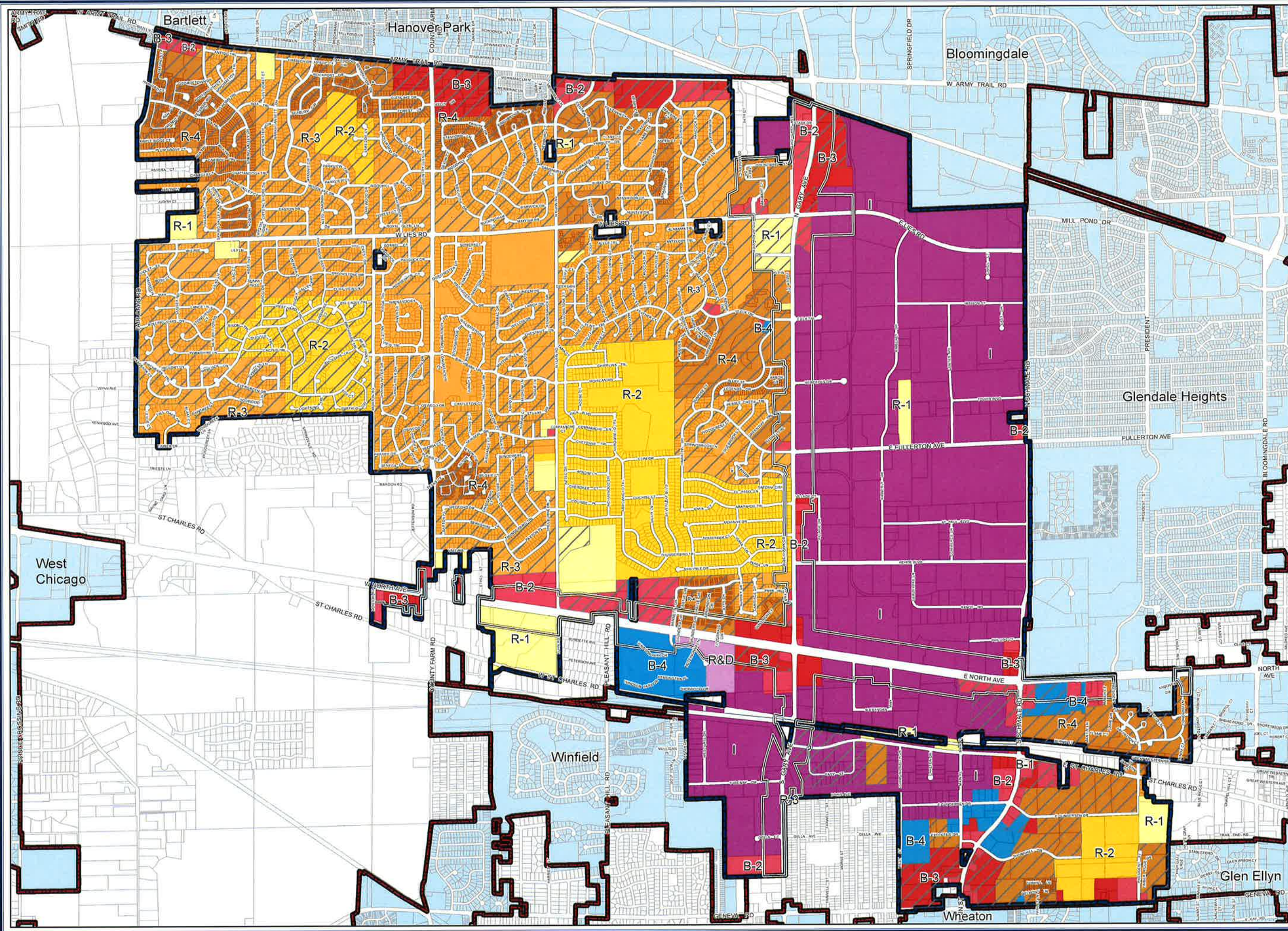
- Gary/North Ave Corridor Overlay District
- Corporate Limits

Planned Unit Development (PUD)

- Properties designated as PUD have, or will require approval of a PUD Plan through the Special Use Process

Neighboring Communities

- Neighboring Community Boundary
- Neighboring Communities



STATE OF ILLINOIS
COUNTY OF DUPAGE
THIS MAP CORRECTLY SHOWS THE ZONING OF THE VILLAGE OF CAROL STREAM, PASSED AND APPROVED ON

March 5, 2018
 Mayor: *Frank Sammons*
 Attest: *Shirley Byrnes*
 Village Clerk

1 inch = 2,000 feet
 0 500 1,000 2,000 Feet
 Prepared By:
 GIS & Community Development Department

Village of Carol Stream
Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

FROM: Tom Farace, Planning & Economic Development Manager *TF*

THROUGH: Donald T. Bastian, Community Development Director *DB*

DATE: February 28, 2018

RE: **Agenda Item for the Village Board Meeting of March 5, 2018**
PC/ZBA Case 18-0003, Shive-Hattery/Andigo – 426 W. Army Trail Road, Sign Code Variations for Wall Signage

Nathan Pellizzari with Shive-Hattery, on behalf of Andigo Credit Union, requests approval of Sign Code Variations to allow wall signage to extend more than 12 inches from the building wall and to extend more than 20 feet above grade at the former First State Bank building at 426 W. Army Trail Road. Andigo proposes exterior modifications to the existing building, including the installation of a decorative feature to screen the existing cupola on top of the building which will provide a more contemporary appearance. Signage is proposed on the north, east, and west sides of the decorative feature, and given the location of the feature along the roof of the building, the proposed signage requires approval of Sign Code Variations.

Staff would normally have concerns with allowing roof signage on a building, but can support the variation requests given that the property is situated at a lower elevation than Army Trail Road and the adjacent commercial property to the west. The proposed signage will provide a visual identity on the building at an appropriate level for motorists along Army Trail Road, and will visually line up with signage on the commercial building to the west. The signage has been tastefully designed to emulate Andigo's contemporary branding identity, and will not appear out of character with signage along the rest of the Army Trail Corridor.

The staff report presenting the request, with supporting documentation, was transmitted to the Village Board with the PC/ZBA packet on February 23, 2018. At its meeting on February 26, 2018, by a vote of 5-0, the PC/ZBA recommended approval of the Sign Code Variations subject to the conditions in the February 26, 2018 staff report.

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

ec: Nathan Pellizzari, Shive-Hattery (via email)

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on March 5, 2018**

AGENDA ITEM
L-1 3-5-18

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
AJD CONCRETE CONSTRUCTION CORP					
GBN SIDEWALK SNOW REMOVAL 2/21/18	440.00	01670200-52266	SNOW REMOVAL	2018-044	
	<u>440.00</u>				
ALEXIAN BROTHERS MEDICAL GROUP					
3 LEAD LEVEL TESTS -RANGE OFFICERS	87.00	01662700-52236	EMPLOYEE SERVICES	645778	
HEP B VACCINATION - POLICE OFFICER	75.00	01662700-52236	EMPLOYEE SERVICES	642812	
HEP B VACCINATION- OFFICER	75.00	01662700-52236	EMPLOYEE SERVICES	644704	
LEAD LEVEL TEST- RANGE OFFICER	29.00	01662700-52236	EMPLOYEE SERVICES	646677	
LEAD TESTING - RANGE OFFICERS	58.00	01662700-52236	EMPLOYEE SERVICES	645615	
	<u>324.00</u>				
BASIC IRRIGATION SERVICES INC					
AERATOR SERVICE 2/12/18	2,334.00	01670600-52244	MAINTENANCE & REPAIR	23927	
	<u>2,334.00</u>				
BASS SCHULER ENTERTAINMENT					
DEPOSIT- 6/14/18 CONCERT AMERICAN ENGLISH-	350.00	01-13010	PRE-PAID ITEMS	DEPOSIT 6/14/18	
DEPOSIT-CONCERT 6/7/18 ROD TUFFCURLS & BE	350.00	01-13010	PRE-PAID ITEMS	DEPOSIT 6/7/18	
	<u>700.00</u>				
BAXTER & WOODMAN INC					
2017 MS4 PROGRAM ASSIST	462.50	01620600-52253	CONSULTANT	0197610	20180027
	<u>462.50</u>				
CHECKPOINT PRESS					
ADVERTISEMENT FOR RECORDS CLERK	298.00	01600000-52228	PERSONNEL HIRING	36656	
	<u>298.00</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on March 5, 2018**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
COMED					
1015 LIES RD TOWER #4	99.22	04201600-53210	ELECTRICITY	2514004009 2/16/18	
1025 LIES RD- CONTROLLER	314.55	01670300-53213	STREET LIGHT ELECTRICITY	6213120002 2/16/18	
106 GOLDENHILL	33.35	01670600-53210	ELECTRICITY	2127117053 2/22/18	
1350 TALL OAKS STATION	56.69	04101500-53210	ELECTRICITY	2073133107 2/19/18	
192 YUMA LN	54.30	01670300-53213	STREET LIGHT ELECTRICITY	0501137042 2/19/18	
391 ILLINI DR	143.74	01670600-53210	ELECTRICITY	4430145023 2/19/18	
401 TOMAHAWK	77.71	01670300-53213	STREET LIGHT ELECTRICITY	0723076266 2/19/18	
500 N GARY AVE 12/15/17- 01/19/18	5,794.74	11740000-55490	VILLAGE HALL RENOVATION	0795333005 1/24/18	
500 N GARY AVE 1/19-2/19	3,746.20	11740000-55490	VILLAGE HALL RENOVATION	0795333005 2/22/18	
500 N GARY AVE 10/16/17-11/14/17	3,568.72	11740000-55490	VILLAGE HALL RENOVATION	0795333005 11/17/17	
500 N GARY AVE 11/14/17-12/15/17	3,511.14	11740000-55490	VILLAGE HALL RENOVATION	0795333005 12/20/17	
500 N GARY AVE 4/19/17- 5/18/17	2,927.36	11740000-55490	VILLAGE HALL RENOVATION	0795333005 8/1/17	
500 N GARY AVE 5/18/17- 06/21/17	3,606.28	11740000-55490	VILLAGE HALL RENOVATION	0795333005 8/2/17	
500 N GARY AVE 6/21/17- 7/19/17	948.60	11740000-55490	VILLAGE HALL RENOVATION	0795333005 8/3/17	
500 N GARY AVE 7/19/17- 8/17/17	4,214.98	11740000-55490	VILLAGE HALL RENOVATION	0795333005 8/22/17	
500 N GARY AVE 8/17/17- 09/15/17	3,710.20	11740000-55490	VILLAGE HALL RENOVATION	0795333005 9/20/17	
500 N GARY AVE 9/15/17 - 10/16/17	3,440.03	11740000-55490	VILLAGE HALL RENOVATION	795333005 10/19/17	
850 LONGMEADOW	23.87	01670600-53210	ELECTRICITY	1865134015 2/19/18	
879 DORCHESTER	23.87	01670600-53210	ELECTRICITY	0803155026 2/19/18	
KUHN RD CAMERA	43.10	01662300-52298	ATLE SERVICE FEE	4202129060 2/19/18	
MASTER ACCT - 5025	788.12	01670300-53213	STREET LIGHT ELECTRICITY	5853045025 2/21/18	
	37,126.77				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on March 5, 2018**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
CONSTELLATION NEW ENERGY					
1 N END THORNHILL	116.32	01670300-53213	STREET LIGHT ELECTRICITY	437198240001	
100 DELLA CT	20.25	01670300-53213	STREET LIGHT ELECTRICITY	435905940001	
1345 GEORGETOWN CONTROLLER	27.63	01670300-53213	STREET LIGHT ELECTRICITY	437683030001	
301 ANTELOPE	71.64	01670300-53213	STREET LIGHT ELECTRICITY	437479190001	
391 FLINT	59.84	01670300-53213	STREET LIGHT ELECTRICITY	437475440001	
403 SIOUX	26.71	01670300-53213	STREET LIGHT ELECTRICITY	437485220001	
451 SILVERLEAF-LIGHTS	49.16	01670300-53213	STREET LIGHT ELECTRICITY	437683040001	
491 CHEYENNE	26.35	01670300-53213	STREET LIGHT ELECTRICITY	437478190001	
500 N GARY CONTROLLER	463.82	01670300-53213	STREET LIGHT ELECTRICITY	437479430001	
506 CHEROKEE	55.05	01670300-53213	STREET LIGHT ELECTRICITY	437479380001	
512 CANYON TRL	22.85	01670300-53213	STREET LIGHT ELECTRICITY	437477160001	
594 NEZ PERCE CT	72.97	01670300-53213	STREET LIGHT ELECTRICITY	437474180001	
796 PAWNEE DR	59.93	01670300-53213	STREET LIGHT ELECTRICITY	437474710001	
880 PAPOOSE CT	126.10	01670300-53213	STREET LIGHT ELECTRICITY	437476380001	
990 DEARBORN	67.01	01670300-53213	STREET LIGHT ELECTRICITY	437495220001	
	1,265.63				
DUPAGE COUNTY RECORDER					
284 SHAWNEE DR WEED LIENS	16.00	01580000-52233	RECORDING FEES	201801300092	
RECORDING BUCKY'S EASEMENT	42.00	01580000-52233	RECORDING FEES	201802220096	
RECORDING UTILITY EASEMENTS	125.00	01580000-52233	RECORDING FEES	201802220099	
	183.00				
DUPAGE WATER COMMISSION					
WATER PURCH - JAN/2018	506,788.00	04201600-52283	DUPAGE CTY WATER COMMISSION	12045	
	506,788.00				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on March 5, 2018**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
DYNEGY ENERGY SERVICES, LLC					
124 GERZEVSKE, EAST SIDE PASS	3,137.93	04201600-53210	ELECTRICITY	275664018021-3	
1348 CHARGER CT	411.16	04101500-53210	ELECTRICITY	275664018021-2	
200 TUBEWAY, LIFT STATIONS	336.21	04101500-53210	ELECTRICITY	275664018021-1	
300 KUHN RD -WEST SIDE PASS	2,467.28	04201600-53210	ELECTRICITY	275664018021-4	
	<u>6,352.58</u>				
EARTH INC					
STONE FOR BACKFILL	730.00	04201600-53317	OPERATING SUPPLIES	19772	
	<u>730.00</u>				
ENGINEERING RESOURCE ASSOCIATES INC					
LIES ROAD BRIDGE NBI INSP ERA PRJ C18004	800.00	01622200-52253	CONSULTANT	ONE	
	<u>800.00</u>				
FEECE OIL CO					
FE GREASE	138.45	01696200-53354	PARTS PURCHASED	1725654	
	<u>138.45</u>				
FIRST ACORN LLC					
EASEMENT ACQUISITION-475 W SCHMALE RD	3,485.00	04201600-54480	CONSTRUCTION	475 S SCHMALE RD	
	<u>3,485.00</u>				
FIRST AMERICAN BANK					
SUBPOENA CAS-186555-F4Q5R3	58.29	01662400-53330	INVESTIGATION FUND	CAS-186555-F4Q5R3	
	<u>58.29</u>				
GOVTEMPSUSA LLC					
ACCOUNTS CLERK W/E 2/11 & 2/18	2,150.40	01612900-52253	CONSULTANT	2468385	
OFFICE MGR W/E 2/11 & 2/18	3,003.20	01590000-52253	CONSULTANT	2468386	
	<u>5,153.60</u>				

**Village of Carol Stream
Schedule of Bills
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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>
HYDROAIRE SERVICE INC					
REPAIR TO PUMP-TUBEWAY SANITARY LIFT STN	2,435.00	04101500-52244	MAINTENANCE & REPAIR	17085	
	<u>2,435.00</u>				
I R M A					
DECEMBER DEDUCTIBLE	8,796.74	01590000-52215	INSURANCE DEDUCTIBLES	16579	
JANUARY DEDUCTIBLE	4,513.05	01590000-52215	INSURANCE DEDUCTIBLES	16610	
VOLUNTEER COVR FRM 11/1/17-11/1/18	721.00	01590000-52215	INSURANCE DEDUCTIBLES	10387	
	<u>14,030.79</u>				
INDUSTRIAL ORGANIZATIONAL SOLUTIONS INC					
STUDY GUIDES FOR POLICE OFFICERS	1,164.00	01510000-52228	PERSONNEL HIRING	C41761A	
	<u>1,164.00</u>				
JOHN L FIOTI					
LOCAL PROSECUTION- FEB/18	250.00	01570000-52238	LEGAL FEES	C S 111	
LOCAL PROSECUTION- FEB/18	250.00	01662300-52310	ATLE LEGAL ADJUDICATION	C S 111	
	<u>500.00</u>				
JP MORGAN CHASE BANK, NA					
SUBPOENA PROCESSING SB813275-I2	15.78	01662400-53330	INVESTIGATION FUND	SB813275-I2	
SUBPOENA PROCESSING SB867821I	16.01	01662400-53330	INVESTIGATION FUND	FILE# SB867822-I1	
	<u>31.79</u>				
LAUREEN A ROSE LCSW					
M THOMAS CLINICAL CONSULT 2/23/18	200.00	01662500-52223	TRAINING	02232018	
	<u>200.00</u>				
MARK RADABAUGH					
BOARD MTG TAPING 2/20/18	125.00	01590000-52253	CONSULTANT	18-0079	
	<u>125.00</u>				

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MUNICIPAL GIS PARTNERS INC					
GIS SERVICES FEB/2018	11,928.31	01652800-52257	GIS SYSTEM	4119	
	<u>11,928.31</u>				
PADDOCK PUBLICATIONS INC					
SIDEWALK SAWCUTTING	89.70	01580000-52240	PUBLIC NOTICES/INFORMATION	T4493166	
	<u>89.70</u>				
RAY O'HERRON CO					
AMMUNITION	4,200.00	01662700-53321	AMMUNITION	1810513-IN	
AMMUNITION	6,788.00	01662700-53321	AMMUNITION	1806577-IN	
	<u>10,988.00</u>				
REFUNDS MISC					
OVERPAYMENT ON TICKET 268174	10.00	01000000-45402	ORDINANCE FORFEITS	TICKET 238174	
PAID ONLINE TWICE TICKET 238183	60.00	01000000-45402	ORDINANCE FORFEITS	TICKET 238183	
REFUND ON PERMIT #18-0032-FENC	64.00	01000000-42307	BUILDING PERMITS	PERMIT #18-0032FENC	
REFUND ON RTN'D DECAL-RMV'D MACHINE FRO	15.00	01000000-42305	VENDING MACHINE LICENSES	1 RTN'D DECAL	
	<u>149.00</u>				
REFUNDS PRESERVATION BONDS					
STORMWATER REVIEW SECURITY REFUND	700.00	01-24321	STORMWATER REVIEW FEE SECUR	191 E NORTH AVE	
STORMWATER REVIEW SECURITY REFUND	700.00	01-24321	STORMWATER REVIEW FEE SECUR	245 E NORTH AVE	
STORMWATER REVIEW SECURITY REFUND	700.00	01-24321	STORMWATER REVIEW FEE SECUR	245 KEHOE BLVD	
STORMWATER REVIEW SECURITY REFUND	700.00	01-24321	STORMWATER REVIEW FEE SECUR	B65 NORTH AVE(1)	
STORMWATER REVIEW SECURITY REFUND	700.00	01-24321	STORMWATER REVIEW FEE SECUR	NE CORNER NORTH/KUHN	
STORMWATER REVIEW SECURITY REFUND	1,447.00	01-24321	STORMWATER REVIEW FEE SECUR	745 N GARY AVE	
SW CORNER GARY/STARK DR STRM WTR SECURI	700.00	01-24321	STORMWATER REVIEW FEE SECUR	WOODSPRINGS HOTEL	
	<u>5,647.00</u>				
REFUNDS TAX STAMPS					
TAX STAMP #29286 REFUND	915.00	01000000-41208	REAL ESTATE TRANSFER TAX	1173 HILLCREST	
	<u>915.00</u>				

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RUSH TRUCK CENTERS					
FE CLAMP	43.10	01696200-53354	PARTS PURCHASED	3009459812	
FE GEARBOX	1,275.37	01696200-53354	PARTS PURCHASED	3009459666	
FE PUMP	348.11	01696200-53354	PARTS PURCHASED	3009406260	
FE SENSOR	114.80	01696200-53354	PARTS PURCHASED	3009459670	
FE TAIL PIPE	108.60	01696200-53354	PARTS PURCHASED	3009459681	
	<u>1,889.98</u>				
SAFE STEP LLC					
REPAIRS TO TC PARKING LOT	623.03	01670500-53317	OPERATING SUPPLIES	2743	
	<u>623.03</u>				
SCORPIO CONSTRUCTION CORP.					
DUMP TRUCK -LEAK@ MAIN/GUNDERSEN	1,365.00	04201600-52244	MAINTENANCE & REPAIR	697-18	
	<u>1,365.00</u>				
SERVICE COMPONENTS INC					
SUPPLIES	41.02	01696200-53317	OPERATING SUPPLIES	90662-1	
	<u>41.02</u>				
SMITH SECKMAN REID INC					
MUNICIPAL CTR ADDT & REMODEL THRU 2/2/18	9,492.00	11740000-55490	VILLAGE HALL RENOVATION	246859	20180022
	<u>9,492.00</u>				
THE DETROIT SALT COMPANY					
ROCK SALT PURCHASE FY18	12,888.99	01670200-53335	SALT	73602	20180030
ROCK SALT PURCHASE FY18	13,446.10	01670200-53335	SALT	73524	20180030
	<u>26,335.09</u>				
THOMAS DODGE CHRYSLER JEEP					
REPLMNT SQUAD -2018 DODGE DURANGO	30,027.00	01662700-54415	VEHICLES	2018 DODGE DURANGO	
	<u>30,027.00</u>				

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TIF 3 NORTH AND SCHMALE RD					
TIF3 SALES TAX TRANSFER	-33,805.02	22000000-49340	SALES TAX CONTRIB - RDA#1	02/23/18 TIF3	
TIF3 SALES TAX TRANSFER	33,805.02	01720000-58340	SALES TAX TFR - RDA#1	02/23/18 TIF3	
TIF3 SALES TAX TRANSFER	33,805.02	22-11105	CASH - TRUST	02/23/18 TIF3	
	<u>33,805.02</u>				
TIM'S AUTO BODY					
REPAIR & PARTS FOR SQUAD #627	3,029.89	01662700-52244	MAINTENANCE & REPAIR	JOB#4429	
	<u>3,029.89</u>				
TRANSYSTEMS CORPORATION					
KUHN RD BIKE EXT SRV FRM 1/13- 2/09	2,113.72	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	18-3262370	
LIES RD BIKE TRL SRV FRM 1/19 - 2/9	2,321.18	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	18-3262373	
	<u>4,434.90</u>				
TREE TOWNS IMAGING & COLOR GRAPHICS					
FOIA - COPIES	42.60	01580000-53315	PRINTED MATERIALS	259254	
	<u>42.60</u>				

**Village of Carol Stream
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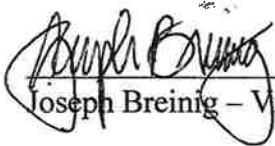
<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
VERIZON WIRELESS					
SERV FRM JAN 14- FEB 13 2018	38.01	01652800-52230	TELEPHONE	9801696621	
SERV FRM JAN 14- FEB 13 2018	38.01	01662700-52230	TELEPHONE	9801696621	
SERV FRM JAN 14- FEB 13 2018	56.01	01610100-52230	TELEPHONE	9801696621	
SERV FRM JAN 14- FEB 13 2018	56.01	01640100-52230	TELEPHONE	9801696621	
SERV FRM JAN 14- FEB 13 2018	56.01	01642100-52230	TELEPHONE	9801696621	
SERV FRM JAN 14- FEB 13 2018	56.01	01690100-52230	TELEPHONE	9801696621	
SERV FRM JAN 14- FEB 13 2018	76.73	01680000-52230	TELEPHONE	9801696621	
SERV FRM JAN 14- FEB 13 2018	94.02	01600000-52230	TELEPHONE	9801696621	
SERV FRM JAN 14- FEB 13 2018	112.02	01643700-52230	TELEPHONE	9801696621	
SERV FRM JAN 14- FEB 13 2018	178.71	01590000-52230	TELEPHONE	9801696621	
SERV FRM JAN 14- FEB 13 2018	270.92	04100100-52230	TELEPHONE	9801696621	
SERV FRM JAN 14- FEB 13 2018	381.44	01652800-52230	TELEPHONE	9801696621	
SERV FRM JAN 14- FEB 13 2018	383.20	01620100-52230	TELEPHONE	9801696621	
SERV FRM JAN 14- FEB 13 2018	420.24	04200100-52230	TELEPHONE	9801696621	
SERV FRM JAN 14- FEB 13 2018	488.10	01670100-52230	TELEPHONE	9801696621	
SERV FRM JAN 14- FEB 13 2018	3,195.66	01662700-52230	TELEPHONE	9801696621	
	5,901.10				
WEST SIDE TRACTOR SALES					
FE WINDOW	376.96	01696200-53354	PARTS PURCHASED	N62778	
	376.96				
WHEATON BANK AND TRUST					
WHEATON BANK FEES- JAN/2018	178.46	04103100-52256	BANKING SERVICES	7509063 JAN/18	
WHEATON BANK FEES- JAN/2018	178.46	04203100-52256	BANKING SERVICES	7509063 JAN/18	
WHEATON BANK FEES- JAN/2018	569.78	01610100-52256	BANKING SERVICES	7509063 JAN/18	
	926.70				
WILLIAMS ASSOCIATES ARCHITECTS, LTD					
SCHEMATIC DESIGN PH SRV'S- JAN/2018	21,459.52	11740000-55490	VILLAGE HALL RENOVATION	18268	
	21,459.52				

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WINKLER'S TREE SERVICE					
NAPA TREE REMOVAL	967.50	01670700-52268	TREE MAINTENANCE	102508	
	<u>967.50</u>				
ZONES INC					
REBATE PAYMENT	200,697.42	01720000-58207	ZONES SALES TAX REIMB	2/2018 REBATE	
	<u>200,697.42</u>				
GRAND TOTAL	<u><u>\$956,258.14</u></u>				

The preceding list of bills payable totaling \$956,258.14 was reviewed and approved for payment.

Approved by:



Joseph Breinig – Village Manager

Date: 3/2/18

Authorized by:

Frank Saverino Sr -Mayor

Laura Czarnecki- Village Clerk

ADDENDUM WARRANTS
Feb 21, 2018 Thru Mar 5, 2018

Fund	Check #	Vendor	Description	Amount
General	A C H	Wheaton Bank & Trust	Payroll Feb 12, 2018 thru Feb 25, 2018	559,596.78
Water & Sewer	A C H	Wheaton Bank & Trust	Payroll Feb 12, 2018 thru Feb 25, 2018	49,490.39
General	40760	Wheaton Bank & Trust	MTI Contruction Services	1,050,489.71
				<u><u>1,659,576.88</u></u>

Approved this _____ day of _____, 2018

By: _____
Frank Saverino Sr - Mayor

Laura Czarnecki - Village Clerk