

Village of Carol Stream

BOARD MEETING

AGENDA

MAY 1, 2017

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 April 17, 2017 Special Workshop Meeting.
2. Approval of Minutes of the April 17, 2017 Village Board Meeting.

C. LISTENING POST:

1. Swearing In of John A. LaRocca, Matt McCarthy and Rick Gieser by Judge Kenneth L. Popejoy.
2. Swearing In of John Bucholz as Police Sergeant.
3. Resolution No. 2937 Honoring Mike Krauser upon his Retirement from the Village of Carol Stream-Public Works Department.
4. Proclamation Proclaiming May 10, 2017 Bike to School Day.
5. Proclamation Recognizing May 14-20, 2017 Police Week in Carol Stream.
6. Proclamation Designating May 21-27, 2017 National Public Works Week.
7. Proclamation in Support of the 2017 DuPage River Sweep.
8. 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:

Village of Carol Stream

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1. Plan Commission/Zoning Board of Appeals

- a. #17-0002-Richard McMahon/Buchanan Energy (Bucky's Express)-
870 W. Army Trail Road
Amendment to a Special Use Permit for a Planned Unit Development
Special Use Permit for an Auto Laundry
Special Use Permit for an Auto Service Station
Plat of Consolidation
Final PUD
RECOMMENDED APPROVAL WITH CONDITIONS 5-1
Sign Code Variation
APPROVED SUBJECT TO CONDITIONS 5-1
Exemption for a Reduction in Parking Lot Landscaping
MOTION FAILED TO CARRY 3-3

- b. #17-0011-Tim Healy/Holladay Properties (WoodSpring Suites)-
1160 N. Gary Avenue
Amendment to a Special Use Permit for a Planned Unit Development
Special Use Permit for a Hotel
Final PUD Approval
RECOMMENDED APPROVAL WITH CONDITIONS 6-0
Sign Code Variation
Gary Avenue Corridor Review
APPROVED SUBJECT TO CONDITIONS 6-0

- c. #17-0015-Adil Jaffer/Rosati's Pizza-877 E. Geneva Road
Special Use Permit for a Restaurant with a Bar Area and Outdoor Seating
RECOMMENDED APPROVAL WITH CONDITIONS 6-0

- d. #17-0018-Randy Moon/Amita Health-610 E. North Avenue
North Avenue Corridor Review
APPROVED SUBJECT TO CONDITIONS 6-0
NO ACTION REQUIRED

G. OLD BUSINESS:

H. STAFF REPORTS AND RECOMMENDATIONS:

Village of Carol Stream

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1. Award of Consultant Contract for Quality Assurance for the 2017 Flexible Pavement Project. *Staff recommends the consultant contract for Quality Assurance services for the 2017 Flexible Pavement Project be awarded to Testing Services Corporation at the quoted unit prices totaling \$27,680 pursuant to the provisions of Section 5-8-3 (B) and Section 5-8-14 (A).*
2. DuPage County Development Commission. *Staff recommends the continued inclusion of the Village's population count for the Commission's determination of Community Development Block Grant Funds.*
3. Lead & Copper Testing Program-Participant Incentive. *Staff recommends a one-time \$50.00 credit to the water billing account of each successful participant in the 2017 Lead & Copper Testing Program.*
4. Relay for Life Carol Stream-Request for Approval of a Temporary Waiver to the Code of Ordinances to allow Temporary Promotional Signage and a Temporary Sign Permit Fee Waiver. *Staff recommends approval of the waiver of the temporary sign permit fee and temporary waiver to the Sign Code subject to conditions with regard to the Relay for Life.*
5. Request to Award Contract-2017 Asphalt Restorative Sealer. *Staff recommends the 2017 Asphalt Restorative Sealer Project be awarded to CAM,LLC at the bid unit prices in the amount of \$99,922.40, pursuant to the provisions of Section 5-8-3(B) and Section 5-8-14(C) of the Carol Stream Code of Ordinances.*
6. Personnel Policy Revisions. *Staff recommends approval of various policy recommendations to ensure continued efficiency, legal compliance and parity within the organization.*
7. Purchase of Replacement Water Meters. *Staff recommends approval of the purchase of water meters from Midwest Meter, Inc. in the amount of \$27,629.00 pursuant to the provisions of Section 5-8-14(C) of the Carol Stream Code of Ordinances.*
8. Municipal Center Renovation Project-Award of Contract for Demolition and Excavation Services. *The Village's Construction Manager, MTI and staff are recommending award of contract to the successful low bidders for demolition and excavation services to Signature Demolition Services,*

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Inc. in the base bid amount of \$246,350 plus any alternates for asbestos removal should the need arise and to Kane County Excavating in the base bid amount of \$478,450.

I. ORDINANCES:

1. Ordinance No. _____, Amending the Carol Stream Code of Ordinances, Chapter 14, "General Offenses", Article 2, "Offenses Against Persons", in regard to Powdered and Vaporized Alcohol. *Staff recommends amending the Carol Stream Code of Ordinances, Chapter 14, Article 2 in regard to powdered and vaporized alcohol.*
2. Ordinance No. _____ Authorizing and Approving the Execution of an Agreement between the Village of Carol Stream, DuPage County, Illinois and the Northern Illinois Police Alarm System. *Staff recommends approval of the Agreement with NIPAS for the Carol Stream Police Department to become a NIPAS basic member.*
3. Ordinance No. _____ Approving an Amendment to a Special Use Permit for a Planned Unit Development, Special Use Permit for an Auto Service Station, Special Use Permit for an Auto Laundry, and Final PUD Approval (Buchanan Energy/Bucky's Express, 870 W. Army Trail Road/1340 N. County Farm Road). *See F-1-a.*
4. Ordinance No. _____ Approving an Amendment to a Special Use Permit for a Planned Unit Development, Special Use Permit for a Hotel, and Final PUD Approval (Holladay Properties/WoodSpring Suites, 1160 N. Gary Avenue). *See Item F-1-b.*
5. Ordinance No. _____ Approving a Special Use Permit to Allow for a Restaurant with a Bar Area and a Special Use Permit to Allow for Outdoor Seating in the B-2 District (Rosati's Pizza, 877 E. Geneva Road). *See Item F-1-c.*
6. Ordinance No. _____ Amending the Carol Stream Code of Ordinances Regulating the Possession of Alternative Nicotine Products by Persons under Eighteen Years of Age. *This Ordinance prohibits the purchase and/or possession of alternative nicotine products such as electronic cigarettes and vape pens by persons under the age of 18.*

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J. RESOLUTIONS:

1. Resolution No. ____ Authorizing the Memorandum of Understanding regarding Compensation with the Service Employees International Union. *Staff recommends approval of the Memorandum of Agreement between the Village of Carol Stream and the Service Employees International Union to provide a 2.75% adjustment effective May 1, 2017.*
2. Resolution No. ____ Authorizing the Execution of an Illinois Department of Commerce and Economic Development Public Sector Energy Efficiency Grant No. 17-420007. *Staff recommends approving the Public Sector Efficiency Grant Agreement with DCEO in the amount of \$304,063.56 regarding the WRC Phase II Aeration System Improvement Project.*
3. Resolution No. ____ Declaring Surplus Property owned by the Village of Carol Stream. *Staff recommends designated items in the Engineering Department be declared surplus.*
4. Resolution No. ____ Authorizing a Final Plat of Consolidation (Buchanan Energy/Bucky's Express-870 W. Army Trail Road/1340 N. County Farm Road). *See F-1-a.*

K. NEW BUSINESS:

1. Village Bible Church-License Agreement Kuhn/Birchbark Detention Basin Soccer Camp. *Staff recommends approval of an Agreement between the Village of Carol Stream and Village Bible Church to hold a 5 day soccer camp at the Kuhn/Birchbark detention basin from July 17-21, 2017.*
2. Raffle License Application-Longfellow Elementary School PTA. *Longfellow Elementary School PTA is requesting approval of a raffle license and waiver of the fee and Manager's Fidelity Bond for their Spring Fling to be held at the American Legion Hall #76 on May 13, 2017.*

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L. PAYMENT OF BILLS:

1. Regular Bills: April 18, 2017 through May 1, 2017.
2. Addendum Warrants: April 18, 2017 through May 1, 2017.

M. REPORT OF OFFICERS:

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

N. EXECUTIVE SESSION:

O. ADJOURNMENT:

LAST ORDINANCE	2017-04-16	LAST RESOLUTION	2936
NEXT ORDINANCE	2017-05-17	NEXT RESOLUTION	2937

Village of Carol Stream

Special Workshop Meeting of the Village Board

Municipal Center Renovation Update

Carol Stream Fire Protection District-Station 28
365 Kuhn Road, Carol Stream, IL 60188

April 17, 2017
6:00 p.m. – 7:05 p.m.

Meeting Notes

ATTENDANCE:

Mayor Frank Saverino, Sr.
Trustee Rick Gieser
Trustee John LaRocca
Trustee Mary Frusolone
Trustee David Hennessey
Trustee Matt McCarthy
Village Clerk Laura Czarnecki

Joseph E. Breinig, Village Manager
Bob Mellor, Assistant Village Manager
Mark Talavera, Information Tech. Dir.
Ed Sailer, Police Chief
Jon Batek, Finance Director
Phil Modaff, Public Works Director
Jim Knudsen, Engineering Services Dir.
Caryl Rebholz, Employee Relations Dir.
Don Bastian, Community Development Dir.
Tia Messino, Assist. to the Village Manager

MTI: Andy Jones, Jerry Giudice

Williams Architects: Mark Bushhouse, Andrew Caputo, Carrie Kotera

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

Present: Mayor Frank Saverino, Sr., Trustees Hennessey, LaRocca, Gieser, Frusolone and McCarthy

Absent: Trustee Schwarze

Municipal Center Renovation Update

Mark Bushhouse, President of Williams Architects, updated the Village Board on progress of the Municipal Center renovation project. Staff, the Construction Manager and Williams Architects worked on various design configurations to come up with a project design that meets Village needs and budget constraints. Value engineering design changes include:

- ADA reconfiguration of the accessible front entry way ramp.
- Elimination of a retaining wall by the IT Pit vs. a sloping wall.
- Changes to the roof top screening materials to comply with the Gary Avenue Corridor Code.
- The Police Department car canopies will be bid as alternates and possibly installed when the parking lot is redone in 2019-20.
- Enhanced landscaping will also be bid as an alternate.
- Review of interior floor plans including location of each department and functional use.

Trustee Frusolone asked how are Police Department doors secured? Via key cards, the door locks will be overridden when fire alarm is activated.

- The Village Hall side will be secured after hours and only the Police Department side will be accessible.
- Review of exterior materials.
- Review of main and upper level lobby interior concept plans with enhanced materials (quartz counter tops, wood ceiling, stone walls, LED lighting) that will be bid as alternates. Carpet will be used in lobby entrance and hallways will be a hard cleanable surface which is cheaper than tile.
- Prefer A/V panel facing out from Board Room Lobby entrance.
- Review of Board Room Concept Plans - \$160,000 of A/V improvements including in counter viewing panels for dais and wifi throughout. The Board Room maintains flexibility with portable seating, allowing room to be used for multiple functions.

Trustee McCarthy stated wood panels without frame (no stone)

Trustees McCarthy, Frusolone and Hennessey prefers wood panel with bump out wall (gray framing).

All Trustees like stone but not cost.

- Board Room seating capacity equals 100.
- Staff seating area will be miked up wirelessly.

Trustee Gieser questioned whether we could host a demolition/ground breaking event for charity.

Village Manager Joe Breinig stated we will discuss this with the Construction Manager.

- Award of bid projected May 1, 2017.

Andy Jones from MTI explained the Guaranteed Maximum Price for the project is still within the budget approved by the Village Board during the Schematic Design phase of the project.

- Remove and save existing courtyard benches.

Mark Bushouse stated Williams Architects will work with MTI and Village staff to proceed to the construction document phase of the project.

There being no further business, Trustee McCarthy moved and Trustee LaRocca made the second to adjourn the Special Workshop meeting. The meeting was adjourned unanimously at 7:05 p.m.

FOR THE BOARD OF TRUSTEES

Frank Saverino, Sr., Mayor

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**

April 17, 2017

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

Present: Mayor Frank Saverino, Sr. and Trustees David Hennessey, John LaRocca, Rick Gieser, Mary Frusolone and Matt McCarthy

Absent: Trustee Greg Schwarze

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 LaRocca moved and Trustee McCarthy made the second to approve the Minutes of the April 3, 2017 Regular Meeting of the Village Board. The results of the roll call vote were as follows:

Ayes: 5 Trustees Hennessey, LaRocca, Gieser, Frusolone and McCarthy

Abstain: 0

Absent: 1 Trustee Schwarze

The motion passed.

LISTENING POST:

1. Presentation by Representative Peter Roskam to Honor Carol Stream.
Removed from Agenda.
2. Presentation of the Carol Stream Police Department Citizen's Award.
Police Chief Ed Sailer introduced members of the Carol Stream Police Department and Fire Protection District and Kalpesh Shah who administered CPR to a person in cardiac arrest. Commander C.J.

Incrocci presented awards to Officers Brian Plackett and Amanda Larsen. Officer Larsen accepted Officer Plackett's commendation in his absence.

3. Veteran's Spotlight: Jim Plumb. *Trustee Gieser introduced Jim Plumb who recounted his years in the service at the age of 18. Mr. Plumb enlisted in 1967, trained in infantry and was a gunner in Vietnam. After 9 months, he was shot, was medevacked and had surgery. Afterwards stationed stateside for remainder of contract.*
4. Introduction of New Public Works Employees: Cassie Nesheim and Kathie Tomazin. *Deferred until next meeting.*
5. Proclamation Observing 2017 Earth Day-April 22, 2017. *Proclamation read by Trustee Gieser.*
6. Proclamation Recognizing Arbor Day-April 28, 2017. *Proclamation read by Trustee McCarthy.*
7. Addresses from Audience (3 Minutes). *Erica Bray-Parker, Government Teacher at Glenbard North High School, thanked the Elected Officials who attended their Government Day event and for supporting the school.*

PUBLIC HEARINGS:

1. Public Hearing: Annual Budget for the 2017-2018 Fiscal Year beginning May 1, 2017.

Trustee Hennessey moved and Trustee Frusolone made the second to open the public hearing on the Annual Budget for the 2017-2018 Fiscal Year beginning May 1, 2017. The results of the roll call vote were as follows:

<i>Ayes:</i>	<i>5</i>	<i>Trustees Hennessey, LaRocca, Gieser, Frusolone and McCarthy</i>
<i>Nays:</i>	<i>0</i>	
<i>Absent:</i>	<i>1</i>	<i>Trustee Schwarze</i>

Village Manager Joe Breinig stated the notice of the budget hearing was published in the Examiner on April 5, 2017 and posted on the Village website as required by law. There was no other public comment regarding the public hearing on the annual budget.

Trustee LaRocca moved and Trustee Gieser made the second to close the public hearing on the annual Budget for the 2017-2018 Fiscal Year beginning May 1, 2017. The results of the roll call vote were as follows:

Ayes: 5 Trustees Hennessey, LaRocca, Gieser, Frusolone and McCarthy

Nays: 0

Absent: 1 Trustee Schwarze

The motion passed.

CONSENT AGENDA:

Trustee McCarthy 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: 5 Trustees Hennessey, LaRocca, Gieser, Frusolone and McCarthy

Nays: 0

Absent: 1 Trustee Schwarze

The motion passed.

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

Ayes: 5 Trustees Hennessey, LaRocca, Gieser, Frusolone and McCarthy

Nays: 0

Absent: 1 Trustee Schwarze

The motion passed.

1. Approval to Purchase Four (4) Replacement Squad Cars.
2. Aztec Sanitary Sewer Lining Project-Award of Contract.
3. Village Hall and Police Addition and Remodeling-Approval of Exhibit A.
4. 2017-18 Geographical Information System (GIS) Services-Northern Illinois University (NIU) Award of Contract.

5. Ordinance No. 2017-04-15, An Ordinance Authorizing the Amendment of the Annual Budget of the Village of Carol Stream for the Fiscal Year ending April 30, 2017.
6. Ordinance No. 2017-04-16, An Ordinance Adopting the Annual Budget of the Village of Carol Stream in the amount of \$67,472,066 for the FY17/18 Fiscal Year Beginning May 1, 2017, and Ending April 30, 2018.
7. Resolution No. 2935 Adopting the 2017-18 Employee Compensation Plan for the Village of Carol Stream.
8. Resolution No. 2936 Declaring Surplus Property owned by the Village of Carol Stream.
9. Appointment to the Board of Fire and Police Commissioners.
10. Amplification Permit and Amusement/Device License-Carol Stream Park District.
11. Payment of Regular and Addendum Warrant of Bills from April 4, 2017 through April 17, 2017.
12. Treasurer's Report for Month Ended March 31, 2017.

Trustee Gieser 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: 5 Trustees Hennessey, LaRocca, Gieser, Frusolone and McCarthy

Nays: 0

Absent: 1 Trustee Schwarze

The motion passed.

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

Approval to Purchase Four (4) Replacement Squad Cars:

The Village Board approved the purchase of four new 2017 Dodge Chargers from Thomas Dodge under the Southwest Conference of Mayors Cooperative joint bid for a total cost of \$97,778.00.

Aztec Sanitary Sewer Lining Project-Award of Contract:

The Village Board approved the Aztec Drive sanitary sewer lining project be awarded to Hoerr Construction, Inc. at the unit prices bid (Carol Stream's portion is \$32,396) pursuant to the provisions of Section 5-8-3(B) and Section 5-8-14(L) of the Carol Stream Code of Ordinances.

Village Hall and Police Addition and Remodeling-Approval of Exhibit A:

The Village Board approved the Guaranteed Maximum Price Amendment to AIA Document A133 2009 Agreement between Owner and MTI, Construction Management Services as Constructor and establishing a Guaranteed Maximum Price in the amount of \$15,565,000.

2017-18 Geographical Information System (GIS) Services-Northern Illinois University (NIU) Award of Contract:

The Village Board approved a contract with NIU for Geographical Information System services in an amount not to exceed \$39,000.

Ordinance No. 2017-04-15, An Ordinance Authorizing the Amendment of the Annual Budget of the Village of Carol Stream for the Fiscal Year Ending April 30, 2017:

The Village Board approved amendments to the FY16/17 budget to account for certain expenses incurred during the year which were unplanned but necessary.

Ordinance No. 2017-04-16, An Ordinance Adopting the Annual Budget of the Village of Carol Stream in the amount of \$67,472,066 for the FY17/18 Fiscal Year Beginning May 1, 2017, and Ending April 30, 2018:

The Village Board approved the Annual Budget of the Village of Carol Stream in the amount of \$67,472,066 for FY17/18 Fiscal Year beginning May 1, 2017 and ending April 30, 2018.

Resolution No. 2935 Adopting the 2017-18 Employee Compensation Plan for the Village of Carol Stream:

The Village Board approved the 2017-18 Employee Compensation Plan which consists of a general wage adjustment of 2.75% and funding this year's performance based non-union compensation program at a set 2.5% adjustment.

Resolution No. 2936 Declaring Surplus Property owned by the Village of Carol Stream:

The Village Board declared surplus 120 Avon air-purifying respirators located within the Police Department.

Appointment to the Board of Fire and Police Commissioners:

The Village Board approved to re-appoint Kirby Williams to the Board of Fire and Police Commissioners for a term expiring April 30, 2020.

Amplification Permit and Amusement/Device License-Carol Stream Park District:

The Village Board approved an amplification permit and amusement/device license and the waiver of fees for the JustPlay Festival to be held at Town Center on May 20, 2017.

Regular Bills and Addendum Warrant of Bills:

The Village Board approved payment of the Regular Bills dated April 17, 2017 in the amount of \$1,085,495.34. The Village Board approved the payment of the Addendum Warrant of Bills from April 4, 2017 thru April 17, 2017 in the amount of \$558,058.52.

Treasurer's Report:

The Village Board received the Revenue/Expenditure Statements and Balance Sheet for the Month Ended March 31, 2017.

Report of Officers:

Trustee LaRocca thanked Jim Plumb for his military service. He also thanked Kalpesh Shah for saving a life administering CPR along with our Police Department and Fire Protection District. Dog owners please take care of your dogs and make sure they do not bite others.

Trustee Gieser thanked Jim Plumb. His story was inspiring, brave and honest. The 4th of July Parade fundraiser is on April 24th at Augustino's and May 8th at Culver's. The Rotary club donated \$400.00 to the Parade Committee for bus transportation. We have a real connection to Jay Sterling Morton and Arbor Day.

Trustee Hennessey stated the Earth Day Water Conservation Pledges can be made until April 30, 2017. He has had students participate from Glenbard North High School. Residents can opt for clean energy options by purchasing alternative energy sources such as wind power through Green Mountain Energy. On Earth Day you can reduce your meat consumption.

Trustee Frusolone thanked Jim Plumb. She also welcomed Glenbard North Government students who are in attendance of this meeting. This Saturday is the Community Wide Food Drive at Glenbard North High School. Please place food at curb. Joe Cotton Ford is hosting a drive for your community at Glenbard North High School this Saturday between the hours of 10am to 2pm to test drive a Ford car. Ford will make a donation back to the community with every test drive

Trustee McCarthy thanked Mr. Shah for saving a life. CERT classes will teach how to handle emergencies. He also thanked Jim Plumb for telling his story of military service. Please take care of your properties and help Carol Stream look good.

Village Clerk Czarnecki thanked Mr. Plumb for telling his story of military service. She also thanked Mr. Shah. Village Clerk thanked Kirby for his volunteering to serve as the Board of Fire and Police Commissioner. Thank you to all of our military and keep them in mind.

Village Manager Breinig stated Ordinance 2017-04-15 provides a \$2,000,000 transfer to the Capital Improvements. The adoption of the budget includes no property tax or debt. On May 1st staff will be recommending award of a demolition contract. The Village Board approved the Aztec sewer contract at a lower cost due to joint purchasing bid agreement with other municipalities.

Mayor Saverino thanked Kirby for his continued service on the Police and Fire Commission. He also thanked Mr. Shah, Police Department and Fire Protection District for saving a life. Mywaterpledge.com was 6th last year only in Illinois and 8th in the country this year. Please call Public Works for Highway cleanup and adopt a highway. They are in need for volunteers. Mayor Saverino is very proud to have passed a budget with no property tax, no debt and low water rates. He is very proud of our Village Board.

At 8:30 p.m. Trustee McCarthy moved and Trustee Hennessey made the second to adjourn the meeting. The results of the roll call vote were as follows:

Ayes: 5 Trustees Hennessey, LaRocca, Gieser, Frusolone and McCarthy

Nays: 0

Absent: 1 Schwarze

The motion passed.

FOR THE BOARD OF TRUSTEES

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

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

***All Matters on the Agenda may be Discussed, Amended and Acted Upon
April 24, 2017***

Tom Farace, Planning and Economic Development Manager, called the Regular Meeting of the Combined Plan Commission/Zoning Board of Appeals to order at 7:00 p.m. and requested a nomination for acting chairman. Commissioner Tucek motioned to nominate Commissioner Creighton, which was seconded by Commissioner Meneghini, 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: Acting Chairman David Creighton, Commissioners Angelo Christopher, Frank Petella, Dee Spink, John Meneghini, Charlie Tucek.

Absent: Chairman Parisi

Also Present: Tom Farace, Planning and Economic Development Manager, Randy Moon, Amita/Ascension, Kim Zimmerman, Amita/Ascension, Scott Lindvahl, Hamilton Green Abramson (HGA), Jamie Sisson, HGA, Brian Hudson, HGA; Adil Jaffer, Daniel Poloz, Rosati’s Pizza; Duffy Phelps, Steve Laird, Holladay Properties, and a representative from DuPage County Court Reporters.

MINUTES:

Commissioner Petella moved and Commissioner Tucek seconded the motion to approve the minutes of the meeting of March 27, 2017, with one correction

The results of the roll call vote were:

Ayes: 5 Acting Chairman Creighton, Commissioners Christopher, Petella, Tucek, Spink.

Nays: 0

Abstain: 1 Commissioner Meneghini

Absent: 1 Chairman Parisi

Presentation:

**Case # 17-0018 – Amita Health - Randy Moon – 610 E. North Avenue
*North Avenue Corridor Review***

Acting Chairman Creighton swore in the witness, Mr. Randy Moon, Senior Project Manager and onsite contact, representing Amita Health/Ascension, 3040 Salt Creek Lane, Arlington Heights, IL. He introduced the project team as Kim Zimmerman, Chief Operating Officer for the ambulatory group, and Scott Lindvahl, Jamie Sisson, and Brian Hudson from the architect group Hamill Green Abramson Architects and Engineers (HGA), 333 E. Erie Street, Milwaukee, WI., John Allen, 1418 Elmhurst road, Elk Grove Village, IL.

Mr. Moon stated that they have partnered with Power Construction as the general contractor, and introduced the exterior signage vendor, John Allen, from Icon. Mr. Moon stated that they are partnering with Wheaton Christian Church, who is the landlord.

Mr. Moon stated that the building square footage is about 21,500 square feet, and that services provided would include primary and immediate care, OB/GYN and other specialty care, onsite imaging, and a lab. He stated that the anticipated volume is 200-250 patients per day, and the hours of operation is 8am-5pm weekdays for primary and specialty care, and 8am-8pm weekdays and 9am-6pm on the weekends for immediate care.

Mr. Moon stated that the goal for this facility is to create a convenient experience by consolidating existing medical practices, adding new imaging equipment, diagnostic services, offering seminars and patient education, and by creating a health care environment that increases access for the community. Amita's objective is to imbed their brand into the each community to serve those who need healthcare in a centralized outpatient environment, and bring a faith based healthcare service to the local community.

Mr. Moon showed the location of the site, stating that there are 115 parking stalls and five ADA stalls and that they are trying to partner with the landlord to possibly add another 27 stalls for staff parking on the east side of the building where there is a fire lane, where there will be a staff entrance. Mr. Moon stated that the forecasted number of employees will range from approximately 30-40 full time employees.

Mr. Moon turned the presentation over to the architects.

Acting Commissioner Creighton swore in the rest of the presenters.

Mr. Lindvahl, design team leader from HGA, introduced Jamie Sisson, architect and principal with HGA, who worked on the exterior façade design.

Mr. Sisson stated that the design is intended to give a separate identity to that particular section of the building, and that they wanted to define the space to be complimentary to the new design of the church, and to modernize and update the existing building. Mr. Sisson explained that they chose metal panels on either side of and around the existing six foot door, and it will be sectioned in a way that there will be window reveals. Mr. Sisson stated that they are proposing a light cove around the entrance that will match the color gradient of the Amita logo. Mr. Sisson stated that the lights would be statically set LED lights. Mr. Sisson stated that the proposed exterior color of the building would be a bright neutral to be compatible with future colors.

Mr. Sisson stated that the roof could not hold the weight of an RTU, therefore the mechanical unit would be placed in the back of the building and screened by pre-manufactured sections made by CityScape. Mr. Sisson stated that the product is seven feet tall and that the AHU is eight feet tall, so the fence can be pulled up a foot off of the ground so that it's even with the top of the mechanical unit. He stated that any ductwork that protrudes from the mechanical unit would be painted to match the building.

Mr. Allen, from Icon, stated that the exterior signage is aluminum channel letters and an LED illuminated box sign, all of which is allowed within the Village of Carol Stream sign code for the building. Mr. Allen showed the Commission similar signs within the area.

Mr. Moon referred to the presentation board and a mockup of the LED panel, which gave a rendering of the night and day look of the façade. Mr. Moon offered to answer any questions.

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

Acting Chairman Creighton asked Tom Farace for the Staff Report.

Mr. Farace stated that the applicant is seeking North Avenue Corridor Review approval for Amita Health which is taking over approximately 21,000 square feet of the Wheaton Christian Center Church building, and that they are going to do a variety of things to spruce it up so that it has a more updated appearance. He stated that they were painting the north, south and east façade a beige color and reconstructing the entrance with additional windows, a canopy, sliding glass doors, metal panels, and installing the non-flashing LED light strip within the metal panel cove, to match the signage on the front of the building, along with the metal enclosure on the back of the building and a new trash enclosure.

Mr. Farace stated that Staff thinks that this is a good way to update this portion of this portion of the façade, give it a streamlined look and that Staff is recommending approval.

Acting Chairman Creighton asked for questions from the Commission. Commissioner Petella had none.

Commissioner Spink asked what hospital the facility is affiliated with.

Ms. Zimmerman stated that Amita Health is a joint operating company formed in February of 2015, and consists of Alexian Brothers Health System and Adventist Health System, which operates more in the southern suburbs.

Commissioner Spink asked if the people using this facility would have to go to Alexian Brothers in Elk Grove.

Ms. Zimmerman answered no, that Glenn Oaks is their local sponsor, which is part of their nine hospital system.

Commissioner Spink asked if Elmhurst or Edwards were a part of Amita.

Ms. Zimmerman said no.

Commissioner Meneghini asked about part-time employees.

Ms. Zimmerman stated that there will be part-time employees to cover the weekend hours.

Commissioner Christopher asked Mr. Farace if the 27 stalls in the fire lane at the east were needed, and how would they move forward if the Fire Marshal not to approve them, since they are in a fire lane.

Mr. Farace stated that the fire lane is wide enough and that when the Wheaton Christian Center received approval for their PUD, that they anticipated that they could stripe the additional parking spaces on both the east and west sides and that they didn't need them, but Amita will, and that they'll have enough room. Mr. Farace stated that they are highly recommended and they would be needed.

Commissioner Tucek asked about if a patient drop off/pick up was needed in this type of facility, and if so, can it be added.

Ms. Zimmerman stated that since they do not receive ambulance transfers, do surgical procedures, or rehabilitation, they will not at this facility.

Mr. Tucek asked if there would be an internal entrance to the facility through the Christian Center.

Mr. Sisson stated that there would not be an entrance through the church, only an external entrance.

Acting Chairman Creighton asked about parking with regard to being open seven days a week.

Ms. Zimmerman stated that they will be open seven days a week for immediate care and occupational medicine, and that the physician practices would be typical hours through the week with some evening access and alternating Saturdays.

Acting Chairman Creighton asked to clarify the amount of 200-250 people a day and asked how many an hour.

Ms. Zimmerman stated not all specialists will be there full time, and that they have staff that follows them to the other offices, and that immediate care and that occupational would be there full time, but specialty care and OB/GYN would rotate. Ms. Zimmerman stated that the anticipated average is 40 patients an hour.

Acting Commissioner Creighton asked Mr. Farace if the out lots would get their own parking if they were to be developed.

Mr. Farace stated that there would be some parking on each out lot, and then there would be sharing with the other out lots and the main building.

Mr. Moon said that they figured out the 115 stalls by the occupant load, which is 207 people, but the anticipated occupant load is about half of that, and that they feel that there won't be more than 100 people in there a given time, and the parking count had to be estimated.

Mr. Lindvahl stated that in speaking with the church, weekends are the most heavily used time period, so there is a balance.

Commissioner Christopher asked to clarify how many employees would be working from 8am-5pm.

Mr. Moon answered that in the middle of the shift there would be more, but that at the beginning and the end of shifts, morning and evenings, there would be less, and that on the average that there would be 25-30.

Commissioner Christopher asked if the exam rooms were on the floor plan.

Mr. Lindvahl stated that the ratio used for design is 1 provider for every three to four exam rooms.

Commissioner Spink moved and Commissioner Christopher seconded the motion to approve the North Avenue Corridor Review.

The motion passed.

The results of the roll call vote were:

Ayes: 6 Acting Chairman Creighton, Commissioners Christopher, Petella, Spink, Meneghini, Tucek.

Nays: 0

Abstain: 0

Absent: 1 Chairman Parisi

Acting Chairman Creighton asked for a motion to open Public Hearing.

PUBLIC HEARING:

Commissioner Spink moved and Commissioner Petella made the second to open the Public Hearing.

The motion passed by unanimous vote.

Case #17-0015 - Rosati's Pizza – Adil Jaffer - 877 E. Geneva Road

Special Use Permit for a Restaurant with a Bar Area and Outdoor Seating

Acting Chairman Creighton swore in the witness, Adil Jaffer, 160 Fairview Court, Geneva, IL, and Daniel Poloz, 1567 Ridge Avenue, Evanston, IL.

Mr. Poloz stated that they are proposing a new pizzeria at a stand-alone location at 877 E Geneva Road, and showed a slide of the existing diner, which is closed, pointing out the over-hang of the roof. Mr. Poloz stated that Mr. Jaffer currently has an establishment in the adjoining shopping center and saw the opportunity to expand into a sit down pizzeria, similar to the one he owns in Naples, Florida, that also offers outdoor seating.

Mr. Poloz showed a slide of the site with existing conditions, citing that the concrete around the building needs to be redone, and that the ADA parking does not comply and will be restriped.

Mr. Poloz showed a slide with site improvements, noting that the concrete around the building would be replaced, the ADA spaces would be restriped for compliance and ADA signage would be installed, and that they would create an outdoor dining patio in the area not being used. Mr. Poloz stated that bollards would be installed just outside the patio seating, and that perennials would be planted along the fence. Mr. Poloz showed a slide showing the floor plan for the restaurant interior showing the bar, grill and pizzeria.

Mr. Poloz showed slides focusing on the outdoor patio which utilized the overhang to which a four foot corrugated roofing would be added, which would protect against the elements, and how the roof would be built and what materials would be used. He stated that the style would be similar to Manhattan's with an enclosed roof.

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, who is already in Geneva Plaza as a take-out facility, is proposing to relocate into an out lot building and is seeking approval for Special Use for a restaurant with a bar area and outdoor seating. He said that they are also looking into a separate license for video gaming, and are going through the process of obtaining their liquor license.

Mr. Farace stated that Staff is supportive of the bar area in the west portion of the restaurant as well as the outdoor seating area on the east side of the building, where there is currently a large sidewalk area. He stated that there will be seating for approximately 26-28 people, and the roof over-hang would connect to, and extend, the existing roof over-hang. Mr. Farace stated that there would be decorative fencing approximately three feet high, and that there would be bollards in front of it, along with concrete wheel stops in front of the parking spaces, providing triple protection for the outdoor seating area. Mr. Farace stated that there are other maintenance issues that will be looked into in conjunction with the Special Use request, and that there were other items, such as a dumpster enclosure, that will be looked into. Mr. Farace stated that Staff is supportive of both Special Use permit requests.

Acting Chairman Creighton asked for questions from the Commission.

Commissioners Tucek and Christopher, had none.

Commissioner Meneghini asked if the gate to the outdoor seating area allowed access from the outside.

Mr. Poloz stated that the gate was for emergency egress only, and that entry to, and exit from, the seating area was through the inside of the restaurant only, and by request.

Commissioner Meneghini asked if it was a smoking area.

Mr. Poloz said that there would be no smoking in that area.

Commissioner Petella asked if they would be extending the concrete into the parking lot when it was being replaced.

Mr. Poloz stated that they were not and that it would have the same footprint as it has now, and that it would be stamped and colored concrete.

Commissioner Spink asked if the outdoor seating would be used all year round or seasonal, and if the outdoor seating can be used if it's raining.

Mr. Poloz stated that it would be seasonal with heaters for cooler evenings, but not in the winter, and that reason for the extended roof overhang is so that it can be used when it's raining, but not in a storm.

Acting Chairman Creighton clarified that there were bollards for each parking space on the east side of the building, and asked about the north and south of the outdoor patio.

Mr. Poloz answered that there would be normal car stops on the south side of the building, but not bollards because no one is dining there, and that the bollards on the east side are extra protection for outdoor diners seated near the parking.

Acting Chairman Creighton noted that there is a space on the south side of the building that faces outdoor diners, and encouraged adding another bollard in that area and in the space to the north of the outdoor seating area if needed.

Mr. Poloz stated that they have no issue with adding an additional bollard in that location, and there was not a parking space to the north.

Mr. Farace stated that there was no car traffic to the north.

Commissioner Spink asked if the outside roof was pitched and able to withstand snow.

Mr. Poloz stated that the roof would be able to withstand snow and there will be a gutter as well, and that at three and a half to four feet, it would not have to handle very much snow and would be easy to clean it and snow would just slide off.

Commissioner Meneghini made the motion to approve and Commissioner Petella seconded to approve a Special Use Permit for Restaurant with a Bar Area and Outdoor Seating with additional condition for a bollard on the south side of the outdoor seating area and Staff recommendations.

The motion passed.

The results of the roll call vote were:

Ayes: 6 Commissioners Christopher, Petella, Spink, Tucek, Meneghini, and Acting Chairman Creighton

Nays: 0

Abstain: 0

Absent: 1 Chairman Parisi

This case will go before the Village Board of Trustees on Monday, May 1, 2017, at 7:30 PM for formal approval.

17-0011 - Holladay Properties (WoodSpring Suites) - Tim Healy – 1160 N. Gary Avenue

Amendment to a Special Use Permit for a Planned Unit Development
Special Use Permit for a Hotel Sign Code Variation
Gary Avenue Corridor Review
Final PUD Approval

Acting Chairman Creighton swore in the witnesses, Duffy Phelps, Senior Development Manager for Holladay Properties, 1845 S. Michigan Ave, Chicago, IL, and Steve Laird, Project and Operations Manager.

Mr. Phelps explained that they are proposing a WoodSpring Suites Hotel on a vacant property on the Gary Avenue Corridor, between new Gary Avenue and Old Gary Avenue to the east and west, and Stark Avenue to the north with a detention pond to the south. He stated that WoodSpring Suites is an all suite, extended stay hotel consisting of 123 rooms with kitchenettes and onsite laundry area. Mr. Phelps stated that access would be via new Gary and Old Gary Avenues, that there would be 131 parking spots, which exceeds the amount required.

Mr. Phelps gave the background of Holladay Properties, and they are based out of South Bend, Indiana, with offices in Portage and Indianapolis, Indiana, as well as Richmond, Virginia, and Nashville, Tennessee, and there are about 200 management offices throughout the United States. He stated that TripAdvisor lists their hotels in the top five.

Mr. Phelps stated that there are 230 operational hotels, that it is the fastest growing extended stay hotel brand in the United States, and it has opened its first two hotels in the Chicago area, one in Darien and one in Romeoville, with one in Tinley Park opening this year. He stated Holladay has exclusive rights to develop in the Chicago area and that they will be developing 15 more hotels in the next four to five years. Mr. Phelps stated that the hotel would charge nightly at \$79 to start, weekly at \$400 per week, and monthly rates at \$1500 to \$1600 per month.

Mr. Phelps showed a brief video showing a basic prototype for the proposed hotel. Mr. Phelps stated that there would not be a gym in the hotel and that they are working on a partnership with Lifetime Fitness for perspective guests to use their facility.

Mr. Phelps stated that this project will create approximately 300 construction jobs during construction, including 15-20 full and part-time jobs and they are spending over \$1,000,000 in local equipment and materials, and on average expected taxes will be between \$360,000 and \$512,000 based on how well the hotel does. Mr. Phelps also pointed out the increase in tourism and in new businesses that the hotel will potentially bring into the area.

Mr. Phelps showed a slide showing the proposed color scheme and stone façade which will be on the front of the building, as well as on the east and west elevations.

Mr. Phelps stated that they are asking for a sign variance for an additional eight feet on the pylon sign based on the fact that travelers on Gary Avenue are typically out of town travelers and they want to be seen, and although the property does sit up on the road, there is a gradual decline at the front of the property, and the sign variation will help the hotel stand out.

Mr. Phelps asked for questions.

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

Acting Chairman Creighton asked for the Staff report.

Mr. Farace stated that Holladay Properties is seeking an amendment to a Special Use for a PUD, Special Use permit for a hotel, along with final PUD approval, and a sign code variation for the ground sign that would be along Gary Avenue, and overall Gary Avenue Corridor approval, for a four story, extended stay hotel, consisting of 123 rooms, located on the southern lot of a two lot subdivision.

Mr. Farace stated that access is proposed from a common drive aisle that will be shared by both the north and south lots, between Gary Avenue and Old Gary Avenue. Mr. Farace stated that there will be a single row of parking along the front of the property along Gary Avenue, and that the majority of the parking will be behind the building closer to Old Gary Avenue. Mr. Farace stated that the building will be farther back from the road that is considered normal, and that one of the PUD exemptions being requested is that the building be placed back about 148 feet at its northeast corner and 112 feet at its southeast corner. Mr. Farace stated that the reason that the building is set back farther than normally allowed per code, which is 100 feet, is because of an existing wetland that the applicant is working on modifying.

Mr. Phelps stated that they are trying to preserve as much of the wetland as they can, and that mitigation has been paid for but that they would like to preserve as much as they can.

Mr. Farace stated that the wetland required shifting of the parking area and building farther west than normal, and that Staff feels comfortable with supporting the exemption shifting the setback to 148 feet. Mr. Farace stated that the layout is acceptable, with access on all four sides, drive aisles meet the 24 foot width requirement, and parking spaces are standard length and width.

Mr. Farace stated that there is a provision that is listed as one of the conditions of the Staff report, that commercial vehicles, trailers, etc., are not parked or stored on the property, and that Staff would like to work with the development team on a parking agreement with the Police Department.

Mr. Farace stated that the landscape plan meets the Gary Avenue Corridor regulations in terms of amount of green space and points, and that it goes above and beyond in terms of screening for the parking lot, and along Gary Avenue, and within the parking lot. Mr. Farace added that the applicant is proposing to install sidewalk connections, citing a multi-use path being proposed along the west side of Gary Avenue and an upgrade to Old Gary Avenue.

Mr. Farace stated that Staff is supportive of the building elevations, citing that materials would be stone, along with three different colors of cement siding, a variety of building projections and recesses, and a varied roofline which provides architectural interest.

Mr. Farace stated that Staff is supportive of the sign variation request for a taller sign, and that there are actually two signs proposed, a small directional sign closer to the Old Gary Avenue curb cut, and the taller which will be located 30-40 feet back from Gary Avenue, which is the main ground sign with

an electronic message board and will be more decorative. Mr. Farace stated that the face of the tall sign will meet requirements.

Mr. Farace stated that Staff is supportive of all requests in conjunction with the hotel.

Acting Chairman Creighton asked for questions from the commission.

Commissioner Spink asked why the agreement for workout facilities was with Lifetime Fitness and not with the Carol Stream Park District, which is just down the street and in Carol Stream.

Mr. Phelps said that that was a good suggestion and they will do that.

Commissioner Petella asked if the hotel is anticipating out of town contractors, why are they not able to park their trucks in the parking lot.

Mr. Phelps clarified that the trucks that they are referring to are large truck/trailers.

Mr. Farace stated that the way Staff looks at it, if your vehicle can't fit into a standard parking stall, then they shouldn't be parking there.

Mr. Petella asked if there the same types of restrictions at the Holiday Inn.

Mr. Farace stated that both the Holiday Inn and the Hampton Inn have a handful of extended stay type of rooms, and that they are for short stays.

Commissioner Petella suggested that given the anticipated clientele, and that the parking is in the rear of the hotel, that trucks would not be seen from Gary Avenue.

Mr. Farace stated that, because it was still along the Gary Avenue Corridor, larger vehicles could remain at the jobsite.

Mr. Phelps stated that there have not been parking issues at other sites.

Commissioner Meneghini asked how much higher the sign was beyond what's allowable in the sign code.

Mr. Farace stated that the sign is 14½ feet and the sign code says 6 feet maximum.

Commissioner Christopher asked if the workers would be union or non-union.

Mr. Phelps said it would be a mix, as they have at other locations, so as to be more cost effective.

Commissioner Christopher asked if the building material would be wood, and asked about a dry system and a wet system, and if there would be a pool, a lounge, liquor or gaming.

Mr. Phelps said it was wood and there was both, a wet system and a dry system in the attic, and will be fully sprinkled, and there will be no pool, no lounge, no liquor, or gaming, just a common area at the entrance and the only other common area will be the laundry area.

Commissioner Tucek said that he would be comfortable with an area designated for large commercial trucks, not tractor/trailers.

Mr. Phelps suggested that the wording in the provision be revisited and clarified.

Commissioner Christopher suggested a "D" plate or less, and it should be good to park trucks in the rear.

Mr. Phelps said that they draw the line at a smaller U-Haul type truck.

Mr. Farace said that it could be enforced because it's a license plate type.

Mr. Phelps said it was based on how occupied the building may be, and they want to be sure that there's room for all hotel guests to park.

Acting Chairman Creighton asked if there would be shuttle service provided.

Mr. Phelps said no.

Commissioner Tucek asked if the wetlands meets Carol Stream's requirements.

Mr. Farace that it has been review and that there has been discussion with the Army Corps of Engineers.

Mr. Phelps said that the previous owner paid to have the entire site mitigated.

Acting Chairman Creighton had no more questions.

Commissioner Spink asked if there would be any parking on Old Gary Road, and if "No Parking" sign could be put up.

Mr. Farace said that there would not be parking on Old Gary Road, and improvements to Old Gary haven't been determined.

Commissioner Petella made the motion and Commissioner Spink seconded to approve the Gary Avenue Corridor Review.

The results of the roll call vote were:

Ayes: 6 Commissioners Christopher, Petella, Spink, Tucek, Meneghini, and Acting Chairman Creighton

Nays: 0

Abstain: 0

Absent: 1 Chairman Parisi

Commissioner Spink made the motion and Commissioner Christopher seconded to approve the amendment to a Special Use permit for a Planned Unit Development, the Special Use permit for a hotel sign code variation and the final PUD approval.

The results of the roll call vote were:

Ayes: 6 Commissioners Christopher, Petella, Spink, Tucek, Meneghini, and Acting Chairman Creighton

Nays: 0

Abstain: 0

Absent: 1 Chairman Parisi

This case will go before the Village Board of Trustees on Monday, May 1, 2017, at 7:30 PM for formal approval.

Case #17-01002 – Buchanan Energy (Bucky’s Express) – Richard McMahon – 870 W Army Trail Road

Amendment to a Special Use Permit for a Planned Unit Development
Special Use Permit for an Auto Laundry
Special Use Permit for an Auto Service Station
Sign Code Variation
Plat of Consolidation
Final PUD Approval

Acting Chairman Creighton swore in the witnesses, Richard McMahon and Matt Atkins, 2500 Brickvale, Elk Grove Village, IL.

Mr. McMahon stated that Buchanan Energy was scheduled to redevelop the location a few years ago and they decided not to move forward until the KFC/AL’s Beef location came available.

Mr. McMahon stated that they are asking for an exemption for outdoor merchandising.

Mr. McMahon referred to slides of the gas station at the location that has been closed since 2010 and the KFC has been closed since 2012, and pointed out two driveways that access the gas station property and the access to the KFC that is internal through the driveway to the south.

Mr. McMahon referred to the proposed site plan and stated that the driveways would remain where they are, the access to the shopping center at the Dunkin’ Donuts would remain, and the access to the KFC lot would be blocked. He said that they are putting in a canopy with 10 MPDs, which offers 20 fueling positions. He stated that the “C” store would be 7100 square foot duplicate of the Glendale Heights location at North Avenue and Glen Ellyn Road, the only difference being there would only be a tower on the east side of the building, instead of a tower on each side, and one on the front.

Mr. McMahon stated that there would be an unattended tunnel carwash attached to the back of the building, and cars would enter from the west side and there would be a menu board for patrons who didn’t purchase their carwash at the pump. He said that the carwash would be able to wash three cars at a time as opposed to one, which would lessen stacking of cars.

Mr. McMahon referred to the landscape plan and mentioned the detention pond to the south that will be done to DuPage County’s standards. He said that the shopping center and this property are part of offsite unit detention, and his engineers state that the stormwater that leaves his site will be leaving slower than it does currently. He said that water that leaves the site goes through a vortex separator which removes solids and oils before they reach the detention pond.

Mr. McMahon explained that the underground tanks are state of the art, with monitors that turn off if water or gas get into the interstitial space between the double walls. He said the pipes are double walled as well.

Mr. McMahon referred to a slide showing the lots as they will be when consolidated, and the new location of the shopping center sign. Mr. McMahon stated that the redevelopment of the lot will

rejuvenate the shopping center. Mr. McMahon showed samples of the material for the exterior of the building.

Mr. McMahon said that he differs from Staff recommendation in the size of the sign that they want to install, and for the number of landscape islands in the parking lot.

In regards to the sign, Mr. McMahon stated that they are asking for two signs, both with the price sign adjacent to the road, and that the ordinance asks that the stationary portion of the sign needs to be by the road. He stated that Staff agrees that the pricing side should be by the road. He stated that the first sign, on County Farm Road, complies with Village of Carol Stream ordinance.

Mr. McMahon stated that the second sign is where the existing one is, and that when they went through zoning in 2012, the size of the sign was kept intact, and they are asking for the same consideration this time around. He stated that the sign is six feet high, on top of an 18 inch base, and eight feet wide, which is 48 square feet of signage on an 18 inch base. He said that the total of both signs is 72 square feet.

Mr. McMahon showed slides of signs and gave square footage of other signs in the community, and stated that they are only asking for the variation to keep the size of the sign that's already in place.

Mr. McMahon stated that they are asking for a 900 square foot landscape variation from the Staff requirement of 1400 square feet. Mr. McMahon explained that Staff is requesting a landscape island on either end of the array of parking spaces in front of the store, and a third island near the driveway that connects to the shopping center. Mr. McMahon explained that the islands at either end of the store are necessary for snow removal, but feels that it restricts the circulation of motorists between the canopy and the property line, and that the people coming in off of Army Trail Road would have to maneuver around it unnecessarily. He stated that, although the fuel trucks are made to maneuver in tight places, the island will make it more difficult, and it will create a bigger problem for other delivery trucks not made for that type of maneuverability.

Mr. McMahon showed slides of other similar businesses that do not have the landscape islands as required for his location by Staff.

Mr. McMahon showed a picture of the menu board and its location by the carwash.

Mr. McMahon referred to a slide showing the shopping center sign as it exists, and the smaller monument sign, and explained that it would be impossible to develop their site with the signs as they are, and that they are proposing to combine the signage into one sign, and move it near the detention pond on the southeast corner of the property. He stated that they would put a base that matches the other two signs for continuity.

Mr. McMahon stated that he received a letter from DuDOT recommending a 'pork chop' to create a directional driveway on Army Trail Road, so as to prevent left-hand turns from obstructing traffic, and asked that the driveway on County Farm Road be reconfigured to 36 feet wide from the proposed 48 feet. He stated that they are still working with DuDOT for approval. He stated that the access at Dunkin' Donuts will remain the same.

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

Acting Chairman Creighton Asked for the Staff report.

Mr. Farace stated that an amendment for a Special Use permit for a PUD is being requested, along with final PUD plan approval for a combination gas station/car wash/ convenience store, Special Use for an auto service station, Special Use for auto laundry/car wash, sign code variations for a menu board for a carwash, to increase the height of the price signs, for the location of the electronic

message board portion of the both gasoline price signs, and to allow for an off premise shopping center ground sign and its setback, and plat of consolidation to consolidate both lots.

Mr. Farace stated that, a few years ago, Buchanan Energy applied for some of the components for the corner parcel, which did not move forward, and that now they are moving forward with both the corner parcel and the KFC/Al's Beef parcel. He stated that consolidating those lots will create a one and a half acre development which requires a plat of consolidation, and proceeded to show a slide with the locations of driveways, the gas canopy, convenience store, the car wash, the detention basin, and the vehicle stacking for the car wash entrance and the exit, parking areas, and the cross access to the chopping center.

Mr. Farace stated that since County Farm Plaza is part of a commercial/business PUD, there are exemptions that can be requested instead requesting variations. He stated that the exemptions include a reduction of the front building setback along County Farm Road from 100 feet to 64 feet, and a reduction of the south building set back from 40 feet to 27 and a half feet, and they setback variations are common for a corner lot, especially for gas station locations, and they have been granted for other gas stations. Mr. Farace stated that Staff feels comfortable supporting these exemptions being granted, and without meeting the setback requirements that these types of lots would be undevelopable.

Mr. Farace stated that Staff is comfortable with a reduction of the vacuum equipment setback from 35 feet to five feet, near the northwest corner of the property, and that there will be landscape screening.

Mr. Farace stated that there was a request for reduction in parking, but Staff recalculated the parking based on the floor plan, parking was adequate and no exemption was needed, but there are concerns with the landscaping

Mr. Farace referred to an exemption that was not listed in the Staff report, which refers to the merchandise proposed along the north and east sides of the building. He stated that under the code propane tanks are allowed to be sold along the exterior of the building, however, the applicant wants to sell windshield washer fluid and water, and Staff has no problem allowing the exemption. Mr. Farace asked that the areas be updated on a new site plan.

Mr. Farace referred to the landscape plan, stating that Staff feels that it is important to add a couple of landscape islands, especially since there are parking spaces at the end of the front row of parking that could be given up based on the parking count. He stated that there is a shortage of landscaping and that the development doesn't meet the code requirement. He stated from a safety/traffic flow perspective, that the landscaping at the ends of the rows allows a funneling effect of traffic, especially with cars entering and exiting the car wash area, and the site in general. Mr. Farace stated that the third island is up for discussion depending on the Commission, and with a truck maneuvering plan.

Mr. Farace stated that Staff is supportive of the design of the gas station signs. He stated that there is a variation proposed for the price signs to face the roadway, rather than inward, referring to a request for a similar variation at the Lutheran Church of the Master, and that Staff asked if Plan Commission felt it was acceptable to amend the code to remove that provision. Mr. Farace stated that the sign code would be updated this year so this type of variation request would not be necessary.

Mr. Farace stated that Staff is comfortable with allowing the menu board to show prices for the different car wash options, and that the sign is small with no flashing lights.

Mr. Farace stated that there is an issue with the height of the sign that is proposed at County Farm and Army Trail Roads. Mr. Farace stated that this sign is close to the roadway, and even though the existing sign was the taller height, that Staff wasn't sure what the justification was for a taller sign, but it is up for discussion with the Plan Commission.

Mr. Farace stated that Staff is happy with the architecture and design of the building, as well as the gas station canopy with the masonry columns.

Mr. Farace stated that is comfortable with supporting the request for the sign code for the combining the two shopping center signs, currently located on the KFC property, into one larger sign and moving its location. He stated that the property can't be redeveloped with the signs current locations. Mr. Farace stated that the height of the sign will be acceptable, but the square feet larger that code currently allows. He stated that the materials of the base of the sign would match the materials at the bases of the gasoline price signs, providing continuity.

Mr. Farace stated that Staff is excited that this corner is being developed.

Acting Chairman asked for questions from the Commission.

Commissioner Tucek had none.

Commissioner Christopher asked to clarify that Staff is recommending approval of everything except for the sign and the landscape. Mr. Farace stated that was correct.

Commissioner Meneghini asked Mr. McMahon asked about snow removal if the 4% landscape reduction was complied with.

Mr. McMahon stated that is easier to move a blade in front of the store where the main parking is, rather than have to make turns and pile snow on top of landscaping or push it against the bollards, and that they are looking for speed and ease.

Commissioner Petella asked if the pond behind the carwash is just to accept water from the carwash.

Mr. McMahon clarified that, because of certain regulations, the rain from the canopy and the roof of the building and carwash should not be discharged offsite above and beyond a certain rate. He stated that by putting it into the detention pond, water will go out through a restrictor at a slower rate.

Commissioner Petella asked if the water would be treated.

Mr. McMahon stated that the water is collected, and before it reached the detention pond, it goes through a vortex separator, which separates sediment and oil, and that the carwash recycles its water.

Commissioner Petella agrees that the third landscape island by the gas pumps/vacuum area is not necessary, but the two islands at the ends of the convenience store not being a problem.

Commissioner Petella asked Mr. Farace to clarify that the sign height for the shopping center sign is compliant and that the total coverage is 48 square feet more than is allowed.

Mr. Farace stated that was correct.

Mr. McMahon stated that the overall in square footage of the combined sign is less than the overall square footage of the two separate signs.

Commissioner Petella asked if there was a drying tunnel in the carwash.

Mr. McMahon stated there was.

Commissioner Spink stated that the islands at the end of the convenience store parking should be there, but the third island is not necessary, and creates another obstacle, and that the shopping center sign is ok.

Mr. McMahon referred to the traffic study station that fuel trucks are designed to move around in tight places, but that other vendor trucks are not designed the same way. Mr. McMahon stated that the third landscape island is counterintuitive, but will concede to putting the islands on either side of the array, as it helps define the carwash stacking and exits.

Mr. McMahon stated that he believes that there is justification for the request for the larger gas price sign.

Acting Chairman Creighton agreed that if Mr. McMahon is willing to concede the two islands on either side of the array that the third island is not necessary.

Mr. Farace stated that, in keeping the two islands, an exemption on green space may not be needed.

Acting Chairman Creighton asked if striping would be a consideration for safety purposes.

Mr. McMahon agreed.

Mr. Farace stated that removing the island was approximately 900 square feet and the landscaping percentage points might be off.

Commissioner Petella asked if there were any points given for the pond.

Mr. Farace said that the pond is not parking lot interior greenspace, and they would still need something.

Acting Chairman Creighton asked the commission if there were any approvals that required further discussion.

Commissioner Tucek stated that he was against the islands because they would require the plow operator to back up.

Acting Chairman Creighton stated that it's not often that snow removal is without cars in the way.

Mr. McMahon stated that the plow operators would not plow anyone in.

Commissioner Spink stated that the islands are a safety issue because of the flow of the carwash.

Commissioner Petella moved and Commissioner Meneghini seconded the motion to approve final PUD approval with the two islands at the end of the array, the removal of the third island, and a recalculation of parking lot landscaping.

The motion failed to carry.

The results of the roll call vote were:

Ayes: 3 Commissioners Petella, Spink, and Meneghini

Nays: 3 Commissioners Christopher, Tucek, and Acting Chairman Creighton

Abstain: 0

Absent: 1 Chairman Parisi

Commissioner Meneghini moved and Commissioner Tucek seconded to approve the variation of the height of the gas price sign

The motion was approved.

The results of the roll call vote were:

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

Nays: 1 Commissioner Christopher

Abstain: 0

Absent: 1 Chairman Parisi

Commissioner Petella moved and Commissioner Meneghini seconded the motions to amend the Special Use for a PUD, Special Use for an auto service station, Special Use for a carwash, sign code variation for a menu board, sign variation for the location of the electronic message board, variation for the size increase and setback reduction off premise shopping center sign, approval of plat consolidation.

The motion was approved.

The results of the roll call vote were:

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

Nays: 1 Commissioner Christopher

Abstain: 0

Absent: 1 Chairman Parisi

Commissioner Petella moved and Commissioner Meneghini seconded the motion for outdoor merchandise.

The motion was approved.

The results of the roll call vote were:

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

Nays: 1 Commissioner Christopher

Abstain: 0

Absent: 1 Chairman Parisi

This case will go before the Village Board of Trustees on Monday, May 1, 2017, at 7:30 PM for final approval.

Acting Chairman Creighton asked for a motion to close Public Hearing.

Commissioner Meneghini moved and Commissioner Tucek seconded the motion to close Public Hearing.

The motion was passed unanimously.

Acting Chairman Creighton asked Mr. Farace for any old business.

Mr. Farace stated that there will be a meeting next month and that the doors will be open, and that room configuration will be discussed.

Commissioner Petella asked if the room was available more than once a month and suggested a second night in the event a meeting is anticipated to be longer than usual.

Mr. Farace stated that it was not available on the second Monday of the month, and that a second night will be taken into consideration.

ADJOURNMENT:

At 9:42 pm Commissioner Spink moved and Commissioner Tucek 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. 2937

**A RESOLUTION HONORING MIKE KRAUSER UPON HIS
RETIREMENT FROM THE VILLAGE OF CAROL STREAM
DEPARTMENT OF PUBLIC WORKS**

WHEREAS, Mike Krauser was hired in the Water/Sewer Division of the Public Works Department as a WSE III on July 25, 1988, was promoted to the position of WSE II on July 25, 1996, and twice voluntarily served temporary assignments as a WSE I, taking on additional responsibility to meet the needs of the department; and

WHEREAS, Mike Krauser has earned the respect and appreciation of his co-workers for his willingness to support co-workers, his strong customer service skills and his positive approach to public service; and

WHEREAS, Mike has worked countless hours and sacrificed considerable personal time working special events, responding to emergency water and sewer system repairs and serving as a member of the snow-fighting team; and

WHEREAS, Mike has worked thousands of hours in support of the water metering system and addressing customer requests throughout his career; and

WHEREAS, Carol Stream is a better community as a result of Mike's nearly twenty-nine years as a public servant; and

WHEREAS, Mike Krauser will be retiring from service on May 12, 2017.

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: Mike Krauser should be commended for his dedication to the Village, the Public Works Department and his co-workers during his tenure. His service and accomplishments have been appreciated and are hereby recognized.

SECTION 2: Mike Krauser is wished the very best of health and happiness.

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

PASSED AND APPROVED THIS 1st DAY OF MAY 2017.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

PROCLAMATION

PROCLAIMING MAY 10, 2017 BIKE TO SCHOOL DAY

WHEREAS, a lack of physical activity is a primary cause of rising obesity rates, the increase in juvenile diabetes and other health conditions among children; and

WHEREAS, parents of local school children can address this growing trend by encouraging your child to walk or bike to school which will reduce local traffic and its associated carbon emissions but also provide an opportunity for physical fitness; and

WHEREAS, an important role for parents and caregivers is to encourage children who bike or walk to school to be aware of the hazards that exist on their chosen route and the positive health and fitness benefits that occur from engaging in regular physical activity; and

WHEREAS, many suburban communities have working bike-pedestrian plans that are a valuable resource for school parents to use in mapping out a safe bike/walking route to their child's local school that may include existing bike-pedestrian pathways in combination with the community's sidewalk network; and

WHEREAS, Village officials and staff have acquired funding to expand the community's bike-pedestrian system, completing the West Branch DuPage River Trail and Fair Oaks Road Bike Path and beginning design work on extending the Lies and Kuhn Road Bike Paths and other projects.

NOW THEREFORE, BE IT RESOLVED that I, Mayor Frank Saverino and the Carol Stream Board of Trustees, DuPage County, Illinois in the exercise of its Home Rule Powers does hereby proclaim

Wednesday, May 10th Bike to School Day

in Carol Stream and encourage parents of local school children to observe 2017 Bike to School Day by bicycling with your children back and forth to school or to organize parent bicyclists to ride with a group of neighborhood children to their school.

PROCLAIMED THIS 1st DAY OF MAY 2017.

Laura Czarnecki, Village Clerk

Frank Saverino Sr. - Mayor

PROCLAMATION

AGENDA ITEM
C-5 5-1-17

Recognizing May 14-20, 2017 as Police Week in Carol Stream

WHEREAS, there are approximately 900,000 law enforcement officers serving in communities across the United States, including the 65 dedicated members of the Carol Stream Police Department; and

WHEREAS, there have been 15,548 assaults against law enforcement officers in 2015, resulting in approximately 14,453 injuries; and

WHEREAS, since the first recorded death in 1791, more than 20,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty, including 1082 officers from the State of Illinois; and

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.; and

WHEREAS, 394 new names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including 143 officers killed in 2016 and 251 officers killed in previous years; and

WHEREAS, the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 29th Annual Candlelight Vigil, that will be held on the evening of May 13, 2017; and

WHEREAS, the Candlelight Vigil is part of National Police Week, which takes place this year on May 14-20; and

WHEREAS, May 15 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families and U.S. flags should be flown at half-staff.

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

May 14-20, 2017, is formally designated as Police Week in Carol Stream, and publicly salutes the service of law enforcement officers in our community and in communities across the nation.

PROCLAIMED THIS 1ST DAY OF MAY, 2017.

Frank Saverino, Sr., Mayor

Laura Czarnecki, Village Clerk

PROCLAMATION

NATIONAL PUBLIC WORKS WEEK

WHEREAS, Public Works employees provide services in our community that are an integral part of our citizens' everyday lives; and

WHEREAS, the health, safety and quality of life in this community greatly depend upon the reliable provision of Public Works services, including delivery of over one billion gallons of clean water each year and the safe and efficient collection and treatment of sanitary sewage; and

WHEREAS, the community has come to expect the high-quality and professional services typically delivered by the members of the Public Works Department including snow and ice removal, storm water management, forestry, street lighting, street and right-of-way maintenance and emergency response; and

WHEREAS, Carol Stream Public Works employees have been, and continue to be, leaders in many areas of service delivery in the Public Works field; and

WHEREAS, employees of Carol Stream Public Works have worked diligently throughout the past year to deliver outstanding services to the residents and businesses of the community.

NOW, THEREFORE, BE IT PROCLAIMED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, that the week of May 21 – 27, 2017 be known as **NATIONAL PUBLIC WORKS WEEK** in the Village of Carol Stream, and all citizens are called upon to recognize the contributions which Public Works professionals make every day to protect and maintain our health, safety, comfort and quality of life.

Dated this 1st day of May, 2017

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

PROCLAMATION

AGENDA ITEM

C-7 5-1-17

In Support of the 2017 DuPage River Sweep

WHEREAS, the Village is a member of the DuPage River Sweep Coalition whose mission it is to preserve the waterways throughout DuPage County and northeastern Illinois; and

WHEREAS, DuPage County is fortunate to have a wealth of fresh water ways that includes the DuPage River and its tributaries that support a diverse ecosystem of waterfowl, birds, plant and aquatic life; and

WHEREAS, the Village, in partnership with the DuPage Conservation Foundation will host an all-volunteer local Pond & Stream Sweep event on Saturday, May 20th from 9 am – Noon; and

WHEREAS, since 1999 approximately 1,645 volunteers have participated in the annual River Sweep who have removed more than 48,890 pounds of debris from local stormwater ponds and adjacent shoreline; and

WHEREAS, the Village's ongoing commitment to hosting a local pond and stream clean up has been successful because of the efforts of local residents, civic groups, scout troops as well as the financial and in-kind support from our business community; and

WHEREAS, residents who live adjacent to detention ponds as well as those who live on the banks of the Thunderbird and Klein Creeks are strongly encouraged to partner with the Village this year to ensure the ideal functioning of our storm water ponds and streams; and

WHEREAS, the regular removal of both debris and flow obstructions from streams and detention ponds is a critical maintenance activity that improves water quality and increases the capacity of the structure to properly process stormwater.

NOW, THEREFORE, BE IT PROCLAIMED THAT I, MAYOR FRANK SAVERINO SR. & THE BOARD OF TRUSTEES OF CAROL STREAM, DUPAGE COUNTY, ILLINOIS in the exercise of its home rule powers does hereby proclaim the Village's support of the 2017 DuPage River Sweep and asks residents and civic groups to volunteer their time in support of the Village's 19th Annual Pond & Stream Sweep.

PROCLAIMED THIS 1st DAY OF MAY 2017.


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 

THROUGH: Donald T. Bastian, Community Development Director 

DATE: April 26, 2017

RE: **Agenda Item for the Village Board Meeting of May 1, 2017
PC/ZBA Case 17-0002, Richard McMahon/Buchanan Energy (Bucky's Express) –
870 W. Army Trail Road and 1340 N. County Farm Road, Amendment to a Special
Use Permit for a PUD, Special Use Permit for Auto Service Station, Special Use
Permit for Auto Laundry, Final PUD Plan Approval, Sign Code Variations and a
Plat of Consolidation**

Richard McMahon of Buchanan Energy is requesting approval of an Amendment to a Special Use Permit for Planned Unit Development (PUD), Special Use Permits for an Auto Service Station and for an Auto Laundry, Final PUD Plan Approval, Sign Code Variations, and a Plat of Consolidation for a proposed Bucky's Express at the southwest corner of Army Trail and County Farm Roads. The vacant Mobil Gas Station and KFC/Al's Beef lots will be consolidated and improved with a 7,144 square foot convenience store, 10 gas pumps, and an express tunnel-style car wash. The building will be constructed of brick-patterned concrete masonry units with decorative tower features, storefront windows, and metal awnings, and the gas pump canopy will feature masonry wrapped columns to match the building.

As the subject properties are located within a Business PUD, the applicant is seeking approval of several exemptions from Zoning Code standards, as opposed to requesting Zoning Code Variations as would be necessary under a straight zoning application. Requested exemptions include reduced setbacks for the building and vacuum/air equipment, a reduction in required greenspace, and the outdoor display of propane, windshield washer fluid, and drinking water. Staff recommended approval of most of the exemptions based on the nature of the use and the constraints inherent in corner lots; however, staff did not support the request to reduce parking lot greenspace from the required 4% to 1%, as proposed. At the April 24, 2017, Plan Commission/Zoning Board of Appeals (PC/ZBA) meeting, the applicant stated that he was not opposed to installing the islands at each end of the row of parking in front of the building (as shown on the attached sketch plan). **The PC/ZBA voted separately to approve a greenspace exemption subject to islands being added at each end of the front row of parking, but with a vote of 3-3, the motion was not approved, and therefore, no recommendation comes from the PC/ZBA regarding the greenspace exemption.** In a follow up conversation with the applicant after the PC/ZBA meeting, the applicant confirmed that he was willing to install a landscape island at each end of the row of parking in front of the building. Although an exemption from the 4% greenspace requirement is still needed even with the two additional islands, staff recommends approval of the plans subject to the addition of the two additional islands. **The applicant has agreed to revise the Final PUD Plan and Landscape Plan prior to submitting an application for a building permit, and a condition has been included in the approval ordinance requiring the two additional islands.**

The applicant is also seeking Sign Code Variations to allow a menu board for the car wash, to allow the electronic message board portion of the gasoline price signs to be closest to the street, to allow the gasoline price sign near the corner of Army Trail and County Farm Roads to measure 7.5 feet in height versus 6 feet as permitted, and to allow an off-premise shopping center ground sign for County Farm Plaza to be located on the subject property (along with a setback and square footage variation for this proposed sign).

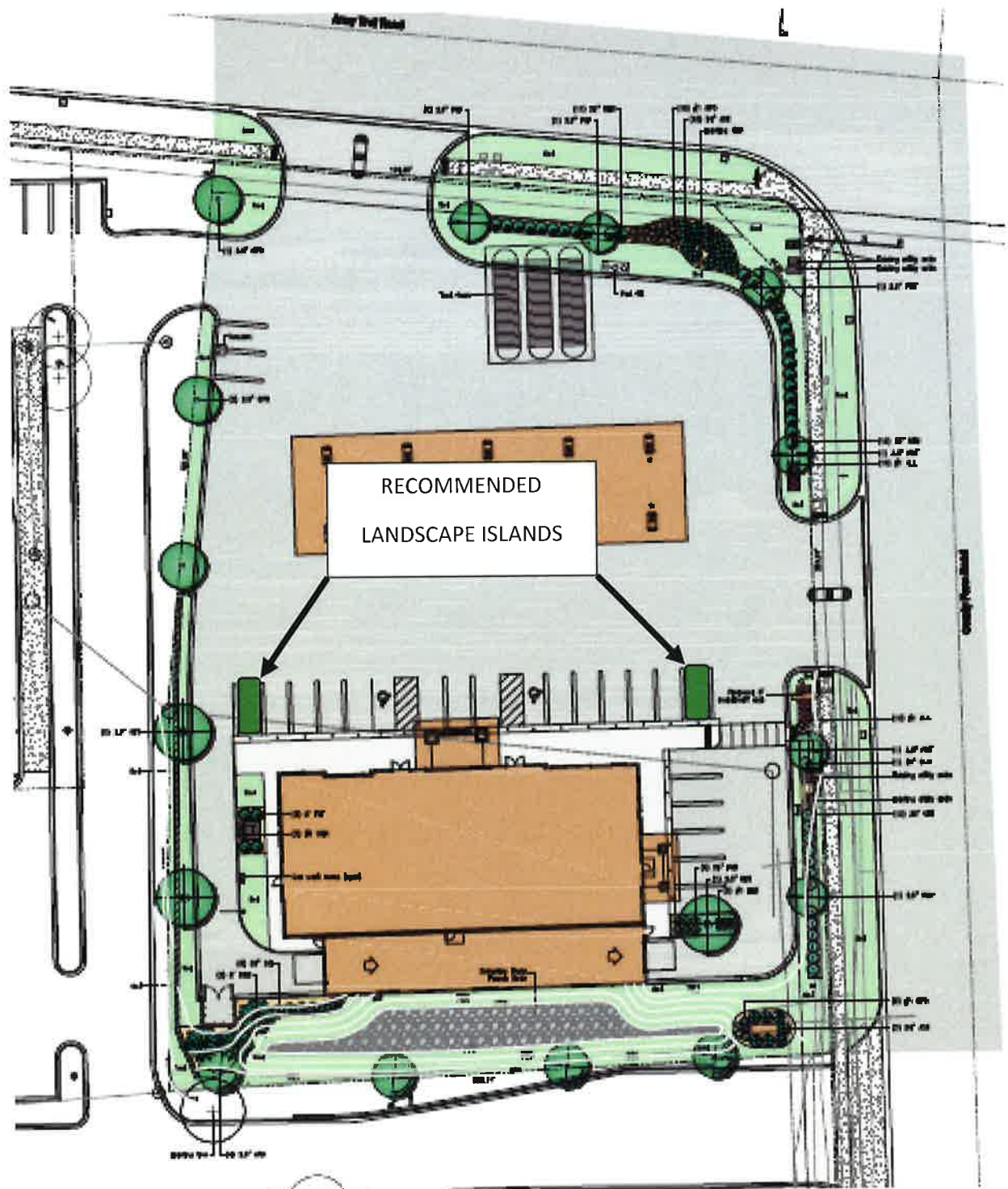
The staff report presenting the request, with supporting documentation, was transmitted to the Village Board with the PC/ZBA packet on April 21, 2017. At its meeting on April 24, 2017, by a vote of 5-1, the PC/ZBA recommended approval of the Special Use Permits, Sign Code Variations, and Plat of Consolidation subject to the conditions in the April 24, 2017 staff report. Once again, the request for the exemption for parking lot greenspace advanced to the Village Board with no recommendation, as the PC/ZBA vote on this separate motion was 3-3.

If the Village Board concurs with the PC/ZBA recommendation, they should approve the Amendment to the Special Use for Planned Unit Development, approve the Special Uses for the Auto Service Station and Auto Laundry, and the Final PUD Plan for Buchanan Energy/Bucky's Express subject to the conditions contained within the Ordinance, and adopt the necessary Ordinance. As a reminder, one of the conditions of approval in the Ordinance requires the applicant to submit revised Final PUD Plan and Landscape Plans reflecting the addition of landscape islands at each end of the row of parking in front of the building prior to submitting the building permit application.

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: Richard McMahon, Buchanan Energy (via email)

BUCHANAN ENERGY/BUCKY'S EXPRESS PARKING LOT LANDSCAPING VARIATION EXHIBIT (CASE 17-0002)



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: April 25, 2017
RE: **Agenda Item for the Village Board Meeting of May 1, 2017**
PC/ZBA Case 17-0011, Tim Healy/Holladay Properties (WoodSpring Suites)-1160 N. Gary Avenue, Amendment to a Special Use for a PUD, Special Use Permit for a Hotel, Final PUD Approval, Sign Code Variation, and Gary Avenue Corridor Review

Tim Healy with Holladay Properties requests approval of an Amendment to a Special Use for a PUD, Special Use Permit for a Hotel, Final PUD Approval, Sign Code Variation, and Gary Avenue Corridor Review Approval for the proposed WoodSpring Suites Hotel at 1160 N. Gary Avenue. The 4-story, 123 room extended stay hotel is proposed on the south parcel of the two-lot commercial subdivision on the west side of Gary Avenue and south of Stark Drive. The proposed hotel will meet the Gary Avenue Corridor (GAC) regulations from a landscaping, signage, and architectural design perspective. Stone and multiple colors of fiber cement siding, along with staggered building facades and a varied roofline, will provide visual interest and reduce a bulky or massive appearance to the proposed hotel along the Gary Avenue Corridor. Likewise, the applicant proposes to utilize similar plant and native grass species to match plant material installed at Town Center, to construct ground signs with decorative stone bases similar to Town Center and Windfall Plaza signage, and to utilize similar lighting standards to match lighting at Town Center. These coordinated efforts will add a visual correlation between multiple sites within the Town Center Node of the community.

A Sign Code Variation is also requested to increase the height of the proposed ground sign along Gary Avenue from 6 feet to 14.6 feet due to speed limits along Gary Avenue, the distance the proposed sign will be located from the roadway due to wetlands along the property frontage, and to increase the overall effectiveness of the proposed sign along the Corridor.

The staff report presenting the request, with supporting documentation, was transmitted to the Village Board with the PC/ZBA packet on April 21, 2017. At its meeting on April 24, 2017, by a vote of 6-0, the PC/ZBA recommended approval of the Special Use Permits, Sign Code Variation, and GAC Review subject to the conditions in the April 24, 2017 staff report.

If the Village Board concurs with the PC/ZBA recommendation, they should approve an Amendment to a Special Use for a PUD, Special Use Permit for a Hotel, and Final PUD Plan for Holladay Properties (WoodSpring Suites) subject to the conditions contained within the Ordinance, and adopt the necessary Ordinance. No Village Board action is necessary regarding the Gary Avenue Corridor Review.

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: Tim Healy and Duffey Phelps, Holladay Properties (via email)

AGENDA ITEM
F-1-c 5-1-17

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: April 25, 2017

RE: **Agenda Item for the Village Board Meeting of May 1, 2017**
PC/ZBA Case 17-0015, Adil Jaffer/Rosati's Pizza – 877 E. Geneva Road, Special Use Permits for a Restaurant with a Bar Area and to Allow for Outdoor Seating in the B-2 General Retail District

Adil Jaffer, owner of Rosati's Pizza at 881 E. Geneva Road in Geneva Plaza, requests approval to relocate his carryout facility to the vacant outlot building of the shopping center. The restaurant building will be remodeled, with a bar area proposed in the west portion of the restaurant. In addition, an outdoor seating area of approximately 400 square feet is proposed on the east side of the building on an existing sidewalk area. An overhang/canopy structure composed of metal decking with treated wood posts will cover the seating area. In addition, given the proximity of the outdoor seating area to parking spaces and the consumption of alcohol on the patio, a 3 ½ foot-tall aluminum fence is proposed around the outdoor seating area, with three foot-tall bollards and concrete wheel stops also proposed in front of the fencing for additional protection. Hanging planter boxes are proposed along the fence which will contain flowers. In addition, the applicant has agreed to take care of existing property maintenance issues, including repairing pavement around the building, restriping handicapped parking spaces in front of the building, and constructing a new dumpster enclosure in the rear of the building.


The staff report presenting the request, with supporting documentation, was transmitted to the Village Board with the PC/ZBA packet on April 21, 2017. At its meeting on April 24, 2017, by a vote of 6-0, the PC/ZBA recommended approval of the Special Use Permits subject to the conditions in the April 24, 2017 staff report.

If the Village Board concurs with the PC/ZBA recommendation, they should approve the Special Use Permits for a Restaurant with a Bar Area and to Allow for Outdoor Seating in the B-2 General Retail District subject to the conditions contained within the Ordinance, and adopt the necessary Ordinance.

ec: Adil Jaffer, Rosati's Pizza (via email)

Village of Carol Stream
Interdepartmental Memorandum

TO: Joseph Breinig, Village Manager

FROM: William N. Cleveland, Assistant Village Engineer 

DATE: April 24, 2017

RE: Award of Consultant Contract for Quality Assurance for the 2017 Flexible Pavement Project to Testing Service Corporation

In the early 1990's IDOT began a Quality Control/Quality Assurance (QC/QA) program for materials used in road projects. The contractor is responsible for QC and the local agency is responsible for QA. The purpose of QA being a spot check of 20% of the contractor's QC work. Then in 2010 IDOT discontinued asphalt and concrete plant QC testing and left it to the local agency.

The use of Motor Fuel Tax (MFT) funds requires the village to follow IDOT procedures and policies related to material testing and certification. This is beyond the expertise and equipment available to Village staff. In the past, we have hired a local firm, Testing Service Corporation, located at 457 E. Gundersen Drive and 360 S. Main Place to perform plant and field tests of asphalt and concrete.

This contract has typically been under \$20,000 in previous years and awarded administratively. However, due to the additional documentation and testing required with the use of MFT funding, the quote for professional services is \$27,680 this year. Since the Flexible Pavement Project was budgeted at \$3.8 million and awarded about \$3.4 million, adequate funds are in the budget to cover this expense.

Engineering staff therefore recommends that the consultant contract for QA services for the 2017 Flexible Pavement Project be awarded to Testing Services Corporation at the quoted unit prices totaling \$27,680 pursuant to the provisions of Section 5-8-3 (B) and Section 5-8-14 (A) contracts for professional services.

Attachment

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



TESTING SERVICE CORPORATION

Corporate Office

360 South Main Place, Carol Stream, IL 60188-2404
630.462.2600 • Fax 630.653.2988

April 20, 2017

Mr. William N. Cleveland Jr., P.E.
Village of Carol Stream
500 North Gary Avenue
Carol Stream, IL 60188-1899

RE: P.N. 58,621A
Construction Material Engineering
2017 Flexible Pavement Project
Carol Stream, IL

Dear Mr. Cleveland Jr:

Per your request, Testing Service Corporation (TSC) is pleased to submit this revised proposal to provide the Construction Materials Engineering Services that will be requested by you for the above referenced project. The broad objectives of our work will be to conduct and interpret tests and report our findings as directed by Village of Carol Stream.

TSC is staffed and equipped to provide any of the following services that may be ordered by you:

- **Field Quality Control Services**
 - Observe proof-rolling operations.
 - Recommend amount of undercut using IDOT cone penetrometer procedure.
 - Perform in-place density tests on engineered fill/backfill and granular base course
 - Test plastic concrete for slump, air content, temperature, unit weight and cast test cylinders.
 - Establish rolling pattern for bituminous concrete pavement mix with nuclear density gauge.
 - Pickup samples in the field for laboratory tests.
- **Bituminous Concrete Batch Plant Quality Control Services**
 - Daily hot bin and extraction analysis.
 - Sampling and testing of stockpile materials.
 - Check and adjust mixing formulas, as necessary.
 - Check temperatures of bitumen, drum and final mix.
 - Mold Marshall samples and check for stability and flow or determine density of Prepared (HMA) specimen by means of Gyratory Compactor.
 - Other tests as required by current IDOT procedures guide.
- **Portland Cement Concrete Batch Plant Quality Control Services**
 - Verify that current IDOT mix design is being used.
 - Check moisture content of fine aggregate.
 - Perform sieve analysis on stockpiled materials, as required by IDOT criteria.
 - Check the slump, air and temperature of final mix.
 - Other tests, as required by current IDOT procedure guide.

- **Laboratory**
 - Perform laboratory compaction curve for each soil type used.
 - Determine density and thickness for core samples submitted by contractor.
 - Aggregate gradation and soundness analysis.
 - Perform compressive and flexural strength tests for concrete cylinders and beams.
 - Other tests, as required.
- **QA Manager Services**
 - Review test results performed by our technicians in accordance with IDOT specification
 - Monitor and schedule site visits to test 20% of the total quantities for HMA and PCC mixes
 - Complete the necessary paperwork for PCC and HMA testing and electronically submit them to IDOT and your office.

TSC's field technicians are represented by Local 150 of the International Union of Operating Engineers. Supervision of the testing, observation and reporting is provided by a Registered Professional Engineer. Reports will generally be issued on a weekly basis as work progresses. Invoices will be issued monthly, subsequent to the reporting period.

A budget amount of Twenty-Seven Thousand Six Hundred and Eight Dollars (\$27,680.00) is recommended for your project. This estimate is based on a review of plans and specifications provided by Village of Carol Stream and prior experience on similar projects. TSC's itemized estimate is included in the "Assumptions and Estimated Fee" portion of this proposal. Factors such as weather, contractor efficiency and deviations from minimum testing and observation requirements may significantly impact the CME budget. Our fee is further subject to this proposal being accepted by you on or before December 31, 2017.

The Services performed by TSC under this proposal are subject to prevailing wage regulations under Illinois law. Prevailing wage rates are established in June by the State of Illinois. Should the established wage be changed between the time of this proposal and the time of work, it will be necessary to revise this proposal so that the rates required by law are properly reflected. Prevailing wage categories are defined as follows:

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

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

TSC's fees include TSC's services being performed subject to the attached General Conditions which are incorporated herein. Unless we receive written instructions to the contrary, invoices will be sent to:

Mr. William N. Cleveland Jr., P.E.
Village of Carol Stream
500 North Gary Avenue
Carol Stream, IL 60188-1899
Tel: (630) 871-6220
Fax: (630) 665-1064
email: bcleveland@carolstream.org

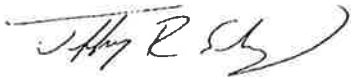
Village of Carol Stream
P.N. 58,621A - April 20, 2017

When completing the attached project data form, kindly indicate who is to receive copies of TSC's report and other project data.

Your consideration of our proposal is appreciated. We look forward to being of service to you on this project.

Respectfully Submitted

TESTING SERVICE CORPORATION



Jeffrey R. Schmitz
Project Engineer

JRS:lm

Enc: General Conditions
Project Data Sheet

Approved and accepted for _____ by:

(NAME)

(TITLE)

(DATE)

SCHEDULE OF CHARGES

ITEM I FIELD SERVICES

- | | | |
|------------------------------------|-----------|-----------|
| A. Material Tester I | Per Hour: | \$ 112.50 |
| B. Material Tester II | Per Hour: | \$ 112.50 |
| C. IDOT QC/QA Level III BIT or PCC | Per Hour: | \$ 125.00 |

CME Technician classification includes IDOT BIT/PCC and QC/QA Certified Technicians. The time is portal-to-portal from the office servicing the project. Increase hourly rate by 1.3 for over 8.0 hours per day or Saturday . Increase hourly rate by 1.5 for Sunday or Holiday work. The minimum trip charge for 0 to 4 hours is four (4) hours and for 4 to 8 hours is eight (8) hours Monday through Friday and eight (8) hours on Saturday and Sunday.

Engineering services for summary report preparation are invoiced at the Graduate Engineer Rate.

- | | | |
|------------------------------------------|-----------|----------|
| D. Transportation, Light Vehicle | Per Mile: | \$ 0.60 |
| E. Use of Nuclear Moisture/Density Gauge | Per Day: | \$ 35.00 |
| F. Pickup Concrete Test Samples | Per Trip: | \$ 90.00 |

ITEM II LABORATORY SERVICES

- | | | |
|----------------------------------------------------------------------------------------|-------|-----------|
| A. Soils | | |
| 1. Compaction Curve to establish the maximum dry unit weight and optimum water content | | |
| a. Modified (AASHTO T180, ASTM D1557) | Each: | \$ 190.00 |
| b. Standard(AASHTO T99, ASTM D698) | Each: | \$ 180.00 |
| c. Add for Methods B, C, or D | Each: | \$ 18.00 |
| 2. Thin-Walled Tube Samples | | |
| a. Combined Water Content & Dry Unit Weight Determination | Each: | \$ 18.00 |
| b. Unconfined Compressive Strength | Each: | \$ 12.00 |
| B. Portland Cement Concrete/Aggregates | | |
| 1. Concrete Test Cylinders (6"x12") | | |
| a. Compressive Strength | Each: | \$ 17.50 |
| b. Spares/Handling Charge | Each: | \$ 17.50 |
| c. Trim End of Specimen When Necessary | Each: | \$ 30.00 |
| 2. Concrete Test Cylinders (4"x8") | | |
| a. Compressive Strength | Each: | \$ 17.50 |

b. Spares/Handling Charge	Each:	\$ 17.50
c. Trim End of Specimen When Necessary	Each:	\$ 30.00
3. Sieve Analysis		
a. Unwashed	Each:	\$ 68.50
b. Washed	Each:	\$ 90.00
C. Bituminous Concrete		
1. Extraction Analysis		
a. Unwashed	Each:	\$ 185.00
b. Washed	Each:	\$ 205.00
2. Compaction of Bituminous Mixture by Gyrotory Methods and Bulk Specific Gravity Test	Set of Two	\$ 185.00
3. Theoretical Maximum Specific Gravity of Paving Mixture	Each:	\$ 90.00
4. Calibration of Ignition Oven for Asphalt Content by IDOT Methods:	Each:	\$ 650.00
5. Determining Asphalt Content by Ignition Oven:	Each:	\$ 100.00
6. Determining Asphalt Content by Ignition Oven and Washed Gradation:	Each:	\$ 175.00
7. Bulk Density of Core Specimens	Each:	\$ 45.00

ITEM III. CONSULTATION AND REPORT PREPARATION

A. Registered Professional Engineer, Principal	Per Hour:	\$ 200.00
B. Registered Professional Engineer	Per Hour:	\$ 160.00
C. Graduate Civil Engineer	Per Hour:	\$ 140.00
D. Transportation		
1. Light Vehicle	Per Mile:	\$ 0.60
2. Public Transportation		Cost + 10%

The above rates are valid through December 31, 2017.

ASSUMPTIONS & ESTIMATED FEE

The following estimate is based on review of materials quantities provided by the Village of Carol Stream and the Illinois Department of Transportation's Project Procedures Guide. At the time this estimate was prepared the contractor's schedule was not available. The unit prices used below are based on our current cost structure.

Portland Cement Concrete/Plant					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester II	Hour	60.0	112.50	\$ 6,750.00
2	Material Tester II, Overtime	Hour		146.25	\$ 0.00
3	Travel, Light Vehicle	Mile	200	0.60	\$ 120.00
4	Pickup Test Samples	Each		90.00	\$ 0.00
5	Concrete Test Cylinders (6"x 12")	Each		17.50	\$ 0.00
6	Concrete Test Cylinders (4"x 8")	Each		17.50	\$ 0.00
7	Sieve Analysis, Aggregate	Each		90.00	\$ 0.00
8	Sieve Analysis with #200 Wash	Each		90.00	\$ 0.00
9	Density of Core Sample	Each		45.00	\$ 0.00
Sub-Total:					\$ 6,870.00

Estimate Basis: Twenty plant visits to monitor and test the production of PCC mixes placed for sidewalks (11 trips), driveways (1 trip), and combination curb and gutter (8 trips)

Portland Cement Concrete/Field					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester I	Hour	60.0	112.50	\$ 6,750.00
2	Material Tester I, Overtime	Hour		146.25	\$ 0.00
3	Travel, Light Vehicle	Mile	100	0.60	\$ 60.00
4	Pickup Test Samples	Each	20	90.00	\$ 1,800.00
5	Concrete Test Cylinders (6"x 12")	Each	80	17.50	\$ 1,400.00
6	Concrete Test Cylinders (4"x 8")	Each		17.50	\$ 0.00
7	Sieve Analysis, Aggregate	Each		90.00	\$ 0.00
Sub-Total:					\$ 10,010.00

Estimate Basis: Twenty site visits to test and sample concrete placed for sidewalks (11 trips), driveways (1 trip), and combination curb and gutter (8 trips).

Bituminous Concrete/Plant					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester II	Hour	30.0	112.50	\$ 3,375.00
2	Material Tester II, Overtime	Hour		146.25	\$ 0.00
3	Travel, Light Vehicle	Mile	100	0.60	\$ 60.00
4	Pickup Test Samples	Each		90.00	\$ 0.00
5	Nuclear Moisture Density Gauge	Day		35.00	\$ 0.00
6	Bituminous Concrete Extraction Analysis	Each	5	185.00	\$ 925.00
7	Compaction of Bituminous Mixture by Gyrotory Methods and Bulk Specific Gravity Test	Set of Two	5	185.00	\$ 925.00
8	Theoretical Maximum Specific Gravity of Paving Mixture	Each	5	90.00	\$ 450.00
Sub-Total:					\$ 5,735.00

Estimate Basis: Five plant visits to monitor and sample the production of HMA mixes placed for level binder (1 trip), binder course (1 trip), and surface courses (3 trips).

Bituminous Concrete/Field					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester I	Hour	20.0	112.50	\$ 2,250.00
2	Material Tester I, Overtime	Hour		146.25	\$ 0.00
3	Travel, Light Vehicle	Mile	100	0.60	\$ 60.00
4	Pickup Test Samples	Each		90.00	\$ 0.00
5	Nuclear Moisture Density Gauge	Day	5	35.00	\$ 175.00
6	Bituminous Concrete Extraction Analysis	Each		185.00	\$ 0.00
7	Compaction of Bituminous Mixture by Gyrotory Methods and Bulk Specific Gravity Test	Set of Two		185.00	\$ 0.00
8	Density of Core Sample	Each	20	45.00	\$ 900.00
Sub-Total:					\$ 3,385.00

Estimate Basis: Five site visits to monitor the compaction of HMA mixes placed for level binder (1 trip), binder course (1 trip), and surface courses (3 trips).

Project Coordination & Report Preparation					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Project Engineer	Hour	12	140.00	\$ 1,680.00
2	QA Manager	Hour	0	100.00	\$ 0.00
Sub-Total:					\$ 1,680.00

TSC's base fee schedule includes up to three copies of each report.

Estimated Total: \$ 27,680.00

RECOMMENDED BUDGET: \$ 27,680.00



TESTING SERVICE CORPORATION

Project Data Sheet

General Information:

Project Name: _____

Project Address: _____

City / State / Zip: _____

Project Manager: _____

E-Mail: _____

Telephone: _____

Fax: _____

Site Contact: _____

E-Mail: _____

Telephone: _____

Fax: _____

Send Invoice To:

Purchase Order Number: _____

Attention: _____

Company: _____

Address: _____

City / State / Zip: _____

E-Mail: _____

Telephone: _____

Fax: _____

Important Notes:

Completed By:

Signature: _____

Name: _____

Date: _____

Distribute Reports as Follows:

Name: _____

Company: _____

Address: _____

City / State / Zip: _____

E-Mail: _____

Telephone: _____

Fax: _____

Name: _____

Company: _____

Address: _____

City / State / Zip: _____

E-Mail: _____

Telephone: _____

Fax: _____

Name: _____

Company: _____

Address: _____

City / State / Zip: _____

E-Mail: _____

Telephone: _____

Fax: _____

Name: _____

Company: _____

Address: _____

City / State / Zip: _____

E-Mail: _____

Telephone: _____

Fax: _____



TESTING SERVICE CORPORATION

GENERAL CONDITIONS

Geotechnical and Construction Services

1. PARTIES AND SCOPE OF WORK: If Client is ordering the services on behalf of another, Client represents and warrants that Client is the duly authorized agent of said party for the purpose of ordering and directing said services, and in such case the term "Client" shall also include the principal for whom the services are being performed. Prices quoted and charged by TSC for its services are predicated on the conditions and the allocations of risks and obligations expressed in these General Conditions. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by Client are adequate and sufficient for Client's intended purpose. Unless otherwise expressly assumed in writing, TSC's services are provided exclusively for client. TSC shall have no duty or obligation other than those duties and obligations expressly set forth in this Agreement. TSC shall have no duty to any third party. Client shall communicate these General Conditions to each and every party to whom the Client transmits any report prepared by TSC. Ordering services from TSC shall constitute acceptance of TSC's proposal and these General Conditions.

2. SCHEDULING OF SERVICES: The services set forth in this Agreement will be accomplished in a timely and workmanlike manner. If TSC is required to delay any part of its services to accommodate the requests or requirements of Client, regulatory agencies, or third parties, or due to any cause beyond its reasonable control, Client agrees to pay such additional charges, if any, as may be applicable.

3. ACCESS TO SITE: TSC shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as a result of its services or the use of its equipment; however, TSC has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires TSC to restore the site to its former condition, TSC will, upon written request, perform such additional work as is necessary to do so and Client agrees to pay to TSC the cost thereof plus TSC's normal markup for overhead and profit.

4. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that Client has advised TSC of any known or suspected hazardous materials, utility lines and underground structures at any site at which TSC is to perform services under this Agreement. Unless otherwise agreed in writing, TSC's responsibility with respect to underground utility locations is to contact the Illinois Joint Utility Locating Information for Excavators for the location of public, but not private, utilities.

5. DISCOVERY OF POLLUTANTS: TSC's services shall not include investigation for hazardous materials as defined by the Resource Conservation Recovery Act, 42 U.S.C. § 6901, et, seq., as amended ("RCRA") or by any state or Federal statute or regulation. In the event that hazardous materials are discovered and identified by TSC, TSC's sole duty shall be to notify Client.

6. MONITORING: If this Agreement includes testing construction materials or observing any aspect of construction of improvements, Client's construction personnel will verify that the pad is properly located and sized to meet Client's projected building loads. Client shall cause all tests and inspections of the site, materials and work to be timely and properly performed in accordance with the plans, specifications, contract documents, and TSC's recommendations. No claims for loss, damage or injury shall be brought against TSC unless all tests and inspections have been so performed and unless TSC's recommendations have been followed.

TSC's services shall not include determining or implementing the means, methods, techniques or procedures of work done by the contractor(s) being monitored or whose work is being tested. TSC's services shall not include the authority to accept or reject work or to in any manner supervise the work of any contractor. TSC's services or failure to

perform same shall not in any way operate or excuse any contractor from the performance of its work in accordance with its contract. "Contractor" as used herein shall include subcontractors, suppliers, architects, engineers and construction managers.

Information obtained from borings, observations and analyses of sample materials shall be reported in formats considered appropriate by TSC unless directed otherwise by Client. Such information is considered evidence, but any inference or conclusion based thereon is, necessarily, an opinion also based on engineering judgment and shall not be construed as a representation of fact. Subsurface conditions may not be uniform throughout an entire site and ground water levels may fluctuate due to climatic and other variations. Construction materials may vary from the samples taken. Unless otherwise agreed in writing, the procedures employed by TSC are not designed to detect intentional concealment or misrepresentation of facts by others.

7. DOCUMENTS AND SAMPLES: Client is granted an exclusive license to use findings and reports prepared and issued by TSC and any sub-consultants pursuant to this Agreement for the purpose set forth in TSC's proposal provided that TSC has received payment in full for its services. TSC and, if applicable, its sub-consultant, retain all copyright and ownership interests in the reports, boring logs, maps, field data, field notes, laboratory test data and similar documents, and the ownership and freedom to use all data generated by it for any purpose. Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of TSC's report.

8. TERMINATION: TSC's obligation to provide services may be terminated by either party upon (7) seven days prior written notice. In the event of termination of TSC's services, TSC shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses. The terms and conditions of these General Conditions shall survive the termination of TSC's obligation to provide services.

9. PAYMENT: Client shall be invoiced periodically for services performed. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to in writing for valid cause within sixty (60) days at the rate of twelve (12%) per annum (or the maximum interest rate permitted by applicable law, whichever is the lesser) until paid and TSC's costs of collection of such accounts, including court costs and reasonable attorney's fees.

10. WARRANTY: TSC's professional services will be performed, its findings obtained and its reports prepared in accordance with these General Conditions and with generally accepted principles and practices. In performing its professional services, TSC will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. In performing physical work in pursuit of its professional services, TSC will use that degree of care and skill ordinarily used under similar circumstances. This warranty is in lieu of all other warranties or representations, either express or implied. Statements made in TSC reports are opinions based upon engineering judgment and are not to be construed as representations of fact.

Should TSC or any of its employees be found to have been negligent in performing professional services or to have made and breached any express or implied warranty, representation or contract, Client, all parties claiming through Client and all parties claiming to have in any way relied upon TSC's services or work agree that the maximum aggregate amount of damages for which TSC, its officers, employees and agents shall be liable is limited to \$50,000 or the total amount of the fee paid to TSC for its services performed with respect to the project, whichever amount is greater.


In the event Client is unwilling or unable to limit the damages for which TSC may be liable in accordance with the provisions set forth in the preceding paragraph, upon written request of Client received within five days of Client's acceptance of TSC's proposal together with payment of an additional fee in the amount of 5% of TSC's estimated cost for its services (to be adjusted to 5% of the amount actually billed by TSC for its services on the project at time of completion), the limit on damages shall be increased to \$500,000 or the amount of TSC's fee, whichever is the greater. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the exposure to an award of greater damages.

11. INDEMNITY: Subject to the provisions set forth herein, TSC and Client hereby agree to indemnify and hold harmless each other and their respective shareholders, directors, officers, partners, employees, agents, subsidiaries and division (and each of their heirs, successors, and assigns) from any and all claims, demands, liabilities, suits, causes of action, judgments, costs and expenses, including reasonable attorneys' fees, arising, or allegedly arising, from personal injury, including death, property damage, including loss of use thereof, due in any manner to the negligence of either of them or their agents or employees or independent contractors. In the event both TSC and Client are found to be negligent or at fault, then any liability shall be apportioned between them pursuant to their pro rata share of negligence or fault. TSC and Client further agree that their liability to any third party shall, to the extent permitted by law, be several and not joint. The liability of TSC under this provision shall not exceed the policy limits of insurance carried by TSC. Neither TSC nor Client shall be bound under this indemnity agreement to liability determined in a proceeding in which it did not participate represented by its own independent counsel. The indemnities provided hereunder shall not terminate upon the termination or expiration of this Agreement, but may be modified to the extent of any waiver of subrogation agreed to by TSC and paid for by Client.

12. SUBPOENAS: TSC's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay TSC pursuant to TSC's then current fee schedule for any TSC employee(s) subpoenaed by any party as an occurrence witness as a result of TSC's services.

13. OTHER AGREEMENTS: TSC shall not be bound by any provision or agreement (i) requiring or providing for arbitration of disputes or controversies arising out of this Agreement or its performance, (ii) wherein TSC waives any rights to a mechanics lien or surety bond claim; (iii) that conditions TSC's right to receive payment for its services upon payment to Client by any third party or (iv) that requires TSC to indemnify any party beyond its own negligence. These General Conditions are notice, where required, that TSC shall file a lien whenever necessary to collect past due amounts. This Agreement contains the entire understanding between the parties. Unless expressly accepted by TSC in writing prior to delivery of TSC's services, Client shall not add any conditions or impose conditions which are in conflict with those contained herein, and no such additional or conflicting terms shall be binding upon TSC. The unenforceability or invalidity of any provision or provisions shall not render any other provision or provisions unenforceable or invalid. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. In the event of a dispute arising out of or relating to the performance of this Agreement, the breach thereof or TSC's services, the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to filing any demand for arbitration, or any petition or complaint with any court. Paragraph headings are for convenience only and shall not be construed as limiting the meaning of the provisions contained in these General Conditions.

Village of Carol Stream
Interdepartmental Memo

TO: Mayor and Trustees
FROM: Joseph E. Breinig, Village Manager 
DATE: April 25, 2017
RE: Community Development Commission

The Village of Carol Stream is a member of the DuPage County Community Development Commission (CDC). Community Development Director Don Bastian is currently our representative and also serves on the Executive Committee of the CDC. The CDC oversees the expenditure of block grant and other funds. As a member of the CDC, the Village has had its population included as part of the county for block grant and other funding. The accompanying letter asks for a determination on the continued inclusion of Carol Stream's population as part of the CDC. Staff strongly recommends that the Village take no action and continue being included as part of the county for block grant programs.

Over the years, the Village and several social service agencies servicing its population have received block grant funding. As the letter notes, opting out results in negative consequences with little corresponding benefit. For these reasons in the past, staff has recommended that the Village continue to be included in the county's population. If the Village Board concurs, no action is required.

JEB/dk

Attachment



**DUPAGE
COUNTY**

Community
Development
630-407-6600
Fax: 630-407-6601

Family Center
422 N. County Farm Rd.
Wheaton, IL 60187
630-407-2450
Fax: 630-407-2451

Housing Supports
and Self-Sufficiency
630-407-6500
Fax: 630-407-6501

Intake and Referral
630-407-6500
Fax: 630-407-6501

Psychological
Services
505 N. County Farm Rd.
Wheaton, IL 60187
630-407-6400
Fax: 630-407-6401

Senior Services
630-407-6500
Fax: 630-407-6501

COMMUNITY SERVICES

630-407-6500
Fax: 630-407-6501
csprograms@dupageco.org
www.dupageco.org/community

April 24, 2017

The Honorable Frank Saverino
Village of Carol Stream
500 Gary Avenue
Carol Stream, IL 60188

RE: DuPage County's Requalification as a Community Development Block Grant (CDBG) Program Urban County

Dear Mayor Saverino:

The Community Development Block Grant (CDBG) program requires that, every three years, DuPage County must requalify as an urban county to receive its Federal Block Grant. The County is now beginning the process of qualifying for Federal fiscal years 2018, 2019, and 2020. This covers the period from October 1, 2017 to September 30, 2020. This process includes notifying each municipality and township of their options to be either included or excluded as part of the DuPage urban county. This letter serves as this notification and provides information regarding your options.

The amount of CDBG funds received by DuPage County from the U.S. Department of Housing and Urban Development (HUD) under the CDBG program is based on population and need. Any municipality wishing not be included in this calculation must notify HUD and DuPage County. We urge you to continue to allow your population to be counted for purposes of the CDBG program as you have for many years. It has helped bring important Federal resources to DuPage communities to assist in meeting the needs of low and moderate income residents.

Allowing your population to be counted toward the DuPage program requires no action, and does not obligate you to be a member of the DuPage Community Development Commission (CDC) or to participate in its programs, but counting your population does give you the option to participate. Below is a description of your options, and what the impact of your choice will be.

The Impacts of Choosing to be Included or Excluded from the DuPage Urban County

To be included as part of the DuPage Urban County for the CDBG program, you do not need to take any action. However, to be excluded requires that you notify the County and HUD that you specifically elect to be excluded from the County for the purposes of Urban County qualification. This written notice must be sent to the County and to HUD by June 12, 2017.

The advantage of being included in the Urban County for CDBG purposes, as well as the impact of choosing not to be included, are summarized below.

1. If you choose to be included in the DuPage urban county for the CDBG program:
 - a. You have the right to be a member of the DuPage CDC giving your municipality direct input (i.e., a vote) in setting policy for the County's CDBG program;
 - b. You will be eligible for grants from the CDC to help finance a wide range of public improvements and programs benefiting residents in your municipality (application can only be made to the CDC and not to the State of Illinois CDBG program);
 - c. You will be eligible to participate in the HOME program (The HOME program is a Federal Block Grant for housing); and
 - d. You will benefit from the County's Emergency Solutions Grant (ESG) program via services provided to non-profit agencies within your area. (The ESG program is a Block Grant "serving" the homeless, or nearly homeless, families and individuals.)
 - e. You will be a part of the DuPage urban county and would receive the above benefits for the next three Federal Fiscal years (October 1, 2017 to September 30, 2020).
2. If you choose to be excluded from the DuPage Urban County for the CDBG program:
 - a. You will not be eligible to join the CDC and would be denied direct voting privileges regarding the County's CDBG program, although you may comment;
 - b. You will not be eligible for grants from the CDC for any project or program primarily benefiting your municipality, and you will also not be eligible to receive funds from the State's CDBG program; and
 - c. You will be excluded from the DuPage Urban County for the next three years unless you take action at certain specified times to change this decision.

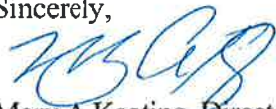
Summary and Recommendation

DuPage County is in the process of requalifying as an Urban County for the Community Development Block Grant program. The qualification is for the three year period from October 1, 2017 to September 30, 2020. We recommend that you take no action to be excluded from the DuPage urban county.

Communities desiring to be excluded must notify the U. S. Department of Housing and Urban Development and the County, in writing by June 12, 2017.

If you have any question regarding the above requalification process, your options or the impact of taking any of the actions above, please contact me at 630-407-6457.

Sincerely,



Mary A Keating, Director
Community Services

c: Joseph Breinig, Village Manager
Donald Bastian, Assistant Community Development Director - CDC Representative

Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager
FROM : Philip J. Modaff, Director of Public Works
DATE: April 18, 2017
RE: Lead & Copper Testing Program – Participant Incentive

Every three years the Village is required to test water for lead and copper at customer locations. Specifically, water samples must be drawn by customers at thirty (30) IEPA-approved locations for testing by an independent laboratory. Drawing of samples for testing is not difficult, but it is inconvenient for the participating customers.

When the lead and copper testing program began in 1992, the Village was required to submit a primary list and an alternate list containing thirty (30) sampling sites each for IEPA approval. Once the IEPA approved the locations staff then worked to solicit participation by the customers. Over the years some customers on the primary list have declined to participate and were replaced by customers from the alternate list. Due to the inconvenience to the customer of drawing samples it is often difficult to convince customers to participate. Below are some of the sampling instructions we provide to participants:

1. **NO WATER** shall be used from the plumbing for at least 6 hours prior to sampling.
2. Samples must be collected from the **COLD** water kitchen or bathroom sink faucet.
3. **BEFORE** retiring for the night, be sure that all automatic water-using devices are turned off. This will include the icemaker, furnace humidifier, dishwasher, clothes washer, lawn sprinkler or water softener.
4. The sample **MUST NOT** be collected **AFTER** any home water treatment device such as a water softener, purifying system, etc.
5. Instruct family members not to use water from the faucet or flush the toilet during the night or in the morning until the sample has been collected. No water can be wasted, and the first water out of the faucet must fill the sample bottle.

In order to aid in solicitation of participants, and to acknowledge the inconvenience to the customers, staff is recommending that each successfully participating customer be granted a one-time \$50.00 credit on their subsequent water bill. It is important to make clear that this is not a credit to be offered to all customers who wish to participate. It will only be offered to those customers already on the lists of sites previously approved by the IEPA. Therefore, with thirty (30) required sample sites, the total proposed sampling program credit amount would be \$1,500.00.

Staff recommends that the Mayor and Board approve a Motion authorizing the Village Manager to apply a one-time \$50.00 credit to the water billing account of each successful participant in the 2017 Lead & Copper Testing Program.

AGENDA ITEM
H-4 5-1-17

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: April 25, 2017

RE: **Agenda Item for the May 1, 2017, Village Board Meeting: *Relay for Life of Carol Stream* – Request for Approval of a Temporary Waiver to the Code of Ordinances to Allow Temporary Promotional Signage and a Temporary Sign Permit Fee Waiver**

PURPOSE

The purpose of this memorandum is to coordinate requests with the Village Board from Denise Simone and Melanie Lindsay of Relay for Life of Carol Stream for: i) approval of a temporary waiver to the Code of Ordinances (Sign Code) to allow for placement of temporary on- and off-premise signage leading up to the Relay for Life event, and ii) a waiver of the temporary sign permit fee.

REQUEST

Attached is an e-mail dated April 24, 2017, from Denise Simone with Relay for Life of Carol Stream, in which Ms. Simone explains the various types and locations of signs she would like to install leading up to this year's Relay for Life event, which will be held on Saturday, June 24, 2017. Relay for Life will be held at Town Center after being held at Glenbard North High School last year. Ms. Simone is seeking approval from the Village for promotional signage. The table below provides information regarding desired signage.

Type of Sign and Quantity	Location/ Property Owner	Installation Date	Removal Date
Plywood Ribbon Sign (1)	SWC Gary & Lies @ Town Center	June 12	June 28
Yard ("Political") Signs (5)	Five locations @ Town Center	June 12	June 28
Yard Signs & Tree Ribbons (25-30)	Signs to be located within public rights-of-way along Lies, Kuhn, County Farm, Army Trail, and Merbach; ribbons on parkway trees in same areas	June 16	June 28
Banners (3)	SEC Lies & Fountain View @ Town Center; NWC Lies & Kuhn (Village-owned storm water management property); SEC Lies & County Farm (residential private property)	June 16	June 28

STAFF ANALYSIS



8-ft tall Ribbon Sign, proposed at the SE corner of Gary & Lies (Town Center)



Yard signs, proposed for installation at Town Center (5) and along Village rights-of-way (25-30)

Staff offers the following evaluation of each proposed type of sign, along with an indication as to whether Village Board approval of a temporary waiver to the Code of Ordinances is needed. An analysis of the request for a waiver of the temporary sign permit fee is also provided.

Plywood Ribbon Sign – The purple plywood ribbon sign can be permitted an on-premises ground sign. However, the eight-foot tall sign is greater than the six-foot maximum allowable height and requires approval of a temporary waiver from the Village Board.

Yard (political-style) Signs at Town Center – Five yard signs are proposed to be installed around Town Center. These signs require Village Board approval of a temporary waiver to allow additional on-premises ground signs.

Yard Signs and Tree Ribbons – As noted, Ms. Simone is requesting permission to install 25-30 yard signs within the rights-of-way along Lies, Kuhn, County Farm and Army Trail Roads, and Merbach Drive. She is also seeking permission to tie purple ribbons around parkway trees in the same areas. The Village Board may grant a temporary waiver to the Code of Ordinances to allow the signs to be temporarily placed within the rights-of-way of Village streets (Lies, Kuhn and Merbach); however, the Village would not have the authority to approve the installation of such signs within the rights-of-way of other jurisdictions such as DuPage County, which has jurisdiction over the County Farm and Army Trail Road rights-of-way.

Similarly, the Village Board may grant a temporary waiver to allow ribbons to be placed around trees within Village parkways, but not on trees within DuPage County parkways.

Banners – Ms. Simone is seeking approval to install three 18 square foot off-premise banners: one banner on the Town Center property at the southeast corner of Lies Road and Fountain View Drive, one banner on the Village-owned storm water management property at the northwest corner of Lies and Kuhn Roads, and one banner along the fence line of the residential property at the southeast corner of Lies and County Farm Roads. A temporary waiver to the Code of Ordinances is required for the proposed banners to allow as off-premises signs.

Temporary Sign Permit Fee Waiver – In making her request for a waiver of the temporary sign permit fee, Ms. Simone has explained that she has no budget to allocate toward costs associated with administering the Relay for Life event. Staff estimates that the temporary sign permit fee would be \$130.

It is not uncommon for the Village to waive certain fees, such as raffle license and amplification permit fees, for community organizations. However, the waiver of building and zoning permit fees, which are greater in cost and cover the Village's cost of providing services, is usually only done for other taxing bodies. An exception to this practice has been for Bud's Run, which is a not-for-profit organization that has used Town Center for its fund-raising events. It should be noted that Bud's Run has received a waiver of temporary sign permit fees for previous years it was held, and Relay for Life received a waiver of fees in previous years.

In evaluating the request for waiver of the temporary sign permit fee, staff notes that the requestor is a not-for-profit organization whose purpose in holding the event is to raise funds for the public benefit and has no objection to Ms. Simone's request.

RECOMMENDATION

Staff recommends approval of the waiver of the temporary sign permit fee, and also recommends approval of temporary waivers to the Sign Code for the following temporary special event signs in association with Relay for Life:

- To allow the plywood ribbon sign to exceed six feet in height;
- To allow five yard signs to be installed at Town Center;
- To allow up to 30 yard signs to be installed within Village rights-of-way along Lies Road, Kuhn Road and Merbach Drive;
- To allow ribbons to be displayed on trees within Village rights-of-way along Lies Road, Kuhn Road and Merbach Drive; and
- To allow an approximate 18 square-foot banner to be installed on the Town Center property at the southeast corner of Lies Road and Fountain View Drive, on the Village-owned property at the northwest corner of Lies Road and Kuhn Road, and the residential property at the southeast corner of Lies Road and County Farm Road.

If the Village Board concurs with staff's recommendation, they should approve, by motion, a waiver of the temporary sign permit fee, and temporary waivers from the Sign Code to allow the various special event signs, subject to the following conditions:

1. That Ms. Simone must obtain a temporary sign permit for the signs prior to their installation;
2. That all signs, banners and ribbons must be removed by June 28, 2017;

3. That the banners must be maintained in good condition for the duration of their installation;
4. That all signs must be installed and maintained in a manner that does not present visibility obstructions for motorists, and must not be installed within the sight-visibility triangle; and
5. That all signage must comply with all applicable state, county and village codes and requirements.

ec: Denise Simone, Relay for Life of Carol Stream
Melanie Lindsay, Relay for Life Carol Stream

Tom Farace

From: Denise Simone <denisesimone3@yahoo.com>
Sent: Monday, April 24, 2017 6:10 PM
To: Tom Farace
Subject: My name is Denise Simone I have been a Carol Stream

My name is Denise Simone I have been a Carol Stream resident for 42 years. I take pride in my community. I am the Carol Stream Relay for Life committee chair person for 2017. Relay for life is being held at Town Center on Saturday June 24th 2017. We are requesting a sign permit so that on June 16th we can paint our town purple. This is simply to put signs and purple ribbons around town to bring awareness to the community when relay for life will take place and that is a community event. We are asking that our 8ft plywood purple ribbon be placed on the corner of Lies Rd and Gary Ave. on Village property. It will be taken down on June 28th. We are requesting that 5 yard signs similar to the political signs be posted around town center on June 12th and removed on June 28th this will allow us to obtain exposure to 2 Thursday night concerts. Then on June 16th we would like to put several (around 25-30) yard signs and purple ribbon on trees down Lies Rd. from Gary Ave. to County Farm Rd. Kuhn Rd. between North Ave. and Army Trail Rd. and a few signs down County Farm Rd. to Army Trail then Army Trail to Gary Ave. around Kuhn and Merbach. All these signs and ribbons will be removed by the evening of June 28th. We would like to put a banner at the entrance of town center on the lies road side and the Village property and to please request that public works leave out for us the fence poles with the flinstone wheels attached to them(like the one they use for the click it or ticket banners). We would also like a Banner put at the northwest corner of Kuhn and Lies rd and one banner placed on the corner of Lies Rd. and County Farm on the south east corner along the fence but not attached to. These vinyl banners are 6' x 3' and posted in with metal poles. The signs will be removed and June 28th. I understand that all signs and purple ribbons will be in or on Village Parkway no personal property unless given authorization by those residents. I will personally make sure all signs and ribbons are removed by Wednesday, June 28th 2017. Thank you for the consideration of the sign permit and helping us make this a successful community event.

Sincerely,
Denise Simone
Sent from my iPhone

Sent from my iPhone

Village of Carol Stream

Interdepartmental Memo

TO: Joseph Breinig, Village Manager

FROM: William N. Cleveland, Assistant Village Engineer 

DATE: April 24, 2017

RE: Request to Award Contract – 2017 Asphalt Restorative Sealer

During the recession, the Village began reducing the size of its asphalt overlay program, known as the “Flexible Pavement Project”. This created a larger backlog of pavements that are in an advanced state of deterioration. Some of these problems have been addressed by increasing the size of our pavement patching projects, and restoring funding to the Flexible Pavement Project.

Currently, we have an Asphalt Rejuvenator Project that is used for pavements in good condition less than 10 years old. The product used is known as “GSB-88” and is not appropriate for older pavements. In order to keep these older pavements serviceable until they can be resurfaced with new asphalt, we have proposed use of a restorative sealer known as “CRF” designed to fill the gap between early preventative maintenance and total asphalt replacement.

CRF is a proprietary product that is unable to be competitively bid. Staff therefore investigated and negotiated a proposal based on similar sized contracts in our area. This year we are proposing to apply restorative sealer to about 85,000 SY of residential streets that were paved about 12 years ago, and may need some patching, but are still serviceable.

The negotiated price was \$1.18 per SY (same price as last year) for 84,680 SY and a total cost of \$99,922.40. This maintenance procedure was budgeted at \$513,000 for all restorative, patching and rejuvenation projects in the pavement maintenance portion of the Capital Improvements Program budget. The total for rejuvenation and restorative projects is about \$427,000.00 with the remaining \$86,000 allocated towards the pavement patching project.

Engineering staff recommends that the 2017 Asphalt Restorative Sealer Project be awarded to CAM, LLC of Sugar Grove at the bid unit prices in the amount of \$99,922.40, pursuant to the provisions of Section 5-8-3(B) and section 5-8-14 (C) of the Carol Stream Code of Ordinances.

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

Attachment



Mailing address:
PO BOX 87129
300 Daniel Boone Trail
South Roxana, IL 62087

Locations:
300 Daniel Boone Trail, South Roxana, IL 62087
43W630 Wheeler Road, Sugar Grove, IL 60554

April 25, 2017

Bill Cleveland
Village of Carol Stream
505 E. North Ave
Carol Stream, IL 60188
Office: (630) 871 6220
Bcleveland@carolstream.org

Dear Mr. Cleveland,

Corrective Asphalt Materials, LLC, (CAM) thanks you for the opportunity to assist in the Village of Carol Stream's road maintenance program. Please accept the following as our formal proposal to apply CRF Maltene Based Restorative Seal to selected asphalt pavement.

- **Apply CRF to 85,000 SY of asphalt pavement**
- **CAM's responsibilities:**
 - Resident Notification
 - Furnish and apply CRF
 - Furnish and apply lime screenings
 - All traffic control and signs related to project
 - Street sweeping post application
 - Handle any complaints or issues that may arise from application
 - Restripe crosswalks and stop bars where needed
- Unit Price CRF: \$1.18 SY
- Total Price \$100,300

Mark Homco, Project Coordinator will be contacting you to schedule the project.
Info: homco@cammidwest.com , Cell: 630-465-4142

Billing Information (please fill out upon acceptance)

Name : _____ Address: _____

Phone Number: _____

Again, thank you for the opportunity. We look forward to providing our professional services.

Sincerely,

Mark Homco
Project Coordinator
Corrective Asphalt Materials, LLC

Rachel Lang
Business Development
Corrective Asphalt Materials, LLC

APPROVED BY:

Sign Date

Asphalt Solutions and Industrial Dust Control
Roadways • Airports • Utilities • Parking Areas

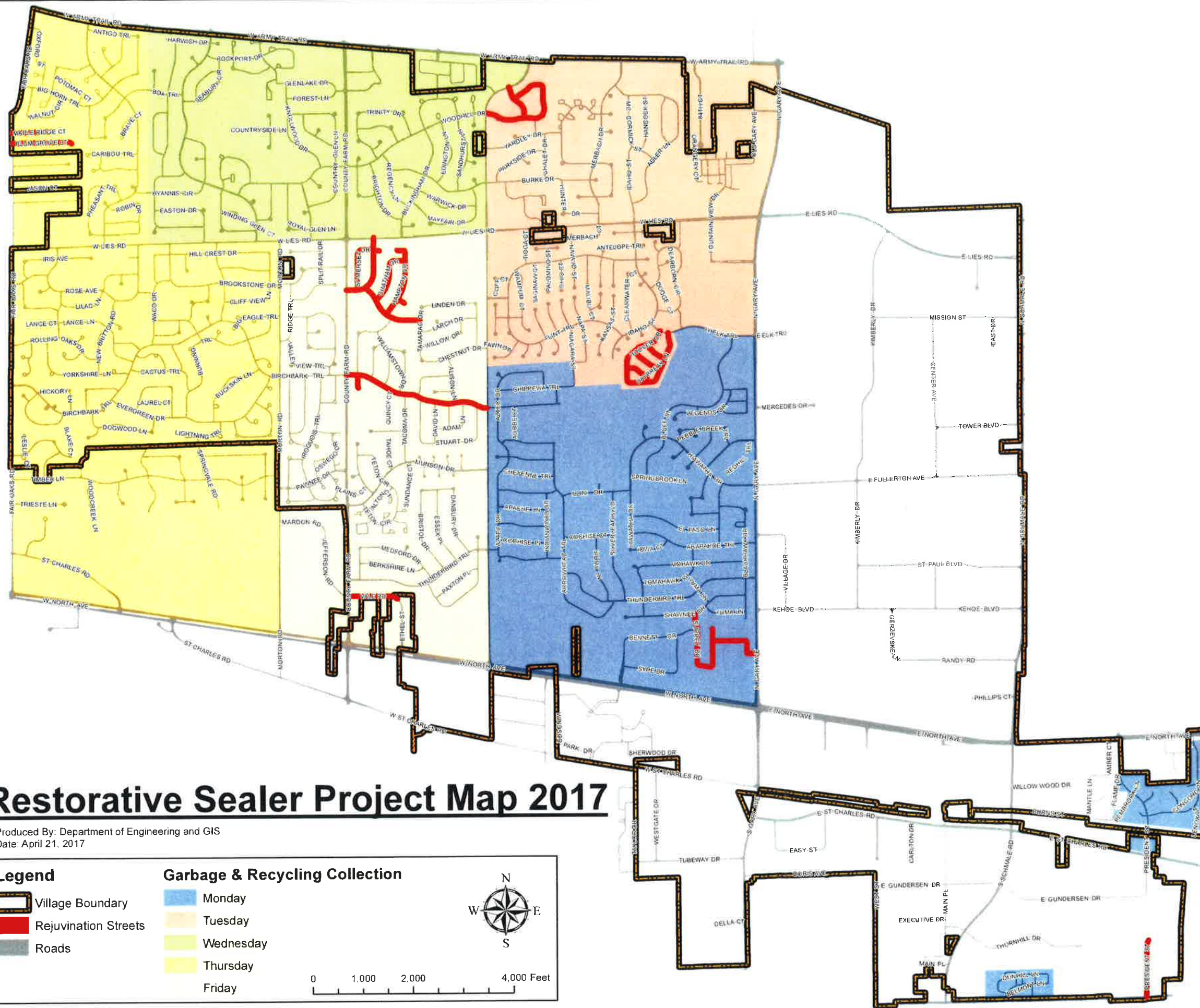
Contact Us: (800)374-5560 • (618)254-3855
(618)254-2200 FAX
www.cammidwest.com



Village of Carol Stream

**Project Total:
84,680 SY & 4.74 mi**

Streets	SY
Maple Ridge Ct.	2,865
Plum Grove Ct.	4,238
Woodhill Dr.	8,194
Central Park Dr.	2,677
Dorchester Dr.	4,592
Somerset Dr.	3,506
Somerset Ct.	820
Provincetown Dr.	4,099
Chatham Dr.	3,342
Hampton Dr.	5,782
Princetown Ct.	876
Birchbark Trl.	10,308
Longmeadow Ct.	1,307
Hoover Dr.	3,939
Daybreak Ln.	4,596
Allegro Ln.	1,333
Elipse Dr.	1,806
Camelot Ln.	1,624
Vale Rd.	2,643
Surrey Dr.	2,755
Coachlite Trl.	1,857
Carriage Dr.	2,693
Park Hill Trl.	3,043
Park Hill Dr.	933
President St.	4,852



Restorative Sealer Project Map 2017

Produced By: Department of Engineering and GIS
Date: April 21, 2017

Legend

- Village Boundary
- Rejuvenation Streets
- Roads

Garbage & Recycling Collection

- Monday
- Tuesday
- Wednesday
- Thursday
- Friday

0 1,000 2,000 4,000 Feet

**VILLAGE OF CAROL STREAM
INTER-DEPARTMENTAL MEMO**

TO: Joe Breinig, Village Manager
FROM: Caryl Rebholz, Employee Relations Director *CR*
DATE: April 26, 2017
RE: **Policy Revisions**

In an effort to ensure continued efficiency, legal compliance, and parity within the organization, several Personnel policy recommendations are attached. A synopsis of these recommendations is highlighted below:

Chapter 3J – Resignation: In the current language, all employees receiving pay through the direct deposit system will immediately be converted to a regular paycheck upon notice of termination. This protocol is viewed as unnecessary and increases administration time without tangible justification. It is recommended to eliminate this requirement from the policy.

Chapter 4C – Special Assignment Pay: With regard to field training compensation for Community Service Technicians and Records Clerks, the current policy indicates those assigned as a Field Trainer will be compensated at a daily rate of \$13.50 per day. This policy has not been reviewed or amended since the year 2000. As a result, this stipend has not been adjusted with the market, nor takes into account 10 and 12 hour shifts that did not exist 17 years ago. Based on an evaluation of present data, the following special assignment pay is recommended: CST: \$2.75 per hour Records Clerk: \$2.25 per hour.

Chapter 4D – Education: As a clean-up only, it is recommended to eliminate the words “Beginning May 1, 2017 – April 30, 2018” in the following sentence: Beginning May 1, 2017 – April 30, 2018 an employee may receive up to \$10,000 within the fiscal year in tuition reimbursement for approved courses subject to these courses being included in the approved Village budget for the specified employee.

Chapter 6D – Worker’s Compensation: It is recommended to add the following language to the policy for clarity with regard to paid time (temporary total disability) under State law – Under the Illinois Workers Compensation Act, workers compensation benefit time is not paid for the first three lost workdays, unless the employee misses 14 or more calendar days due to the injury. Additionally, this is now administered through Human Resources, so that correction has been made.

Additionally, based on the departmental title change from Employee Relations to Human Resources, it is recommended to convert all Employee Relations references throughout the document.

Please let me know if you have any questions or concerns.

Policy Changes

3J. RESIGNATION

The Village requests that if an employee chooses to resign, he provides his reason to his immediate supervisor at least ten working days prior to his final workday. At least 15 working days' notice (thirty days preferred) is requested prior to a final workday for Executive personnel.

A copy of the letter of resignation or a memo to that effect from the department head must be forwarded to the Employee Relations Director.

A resigning employee will be scheduled for an exit interview and must return the Village ID card, any keys issued as well as any other Village property that they had been issued or had acquired.

~~Upon notice of termination, all employees receiving pay through the direct deposit system will immediately be converted to a regular paycheck.~~

An employee who has resigned from Village service and is subsequently re-employed will not be credited with prior service for the purpose of computing the accrual of vacation time, sick time or seniority.

4C. SPECIAL ASSIGNMENT PAY

Certain positions are recognized to have additional responsibilities that are not otherwise stated in their general job descriptions. Special assignment pay may be requested by the Department Head, and must be recommended by the Employee Relations Director and approved by the Village Manager.

Special assignment pay is not guaranteed, is not automatic and may be revoked at the discretion of the Department Head or Employee Relations Director with the approval of the Village Manager.

Special assignment pay shall not become a part of the base salary of the employee for the purpose of calculating overtime, pay for performance increases or lump sum bonuses if applicable. However, it is included for pension and tax purposes. The employees shall receive this amount added to their bi-weekly payroll check only during the period they are approved for this designation.

When a Community Service Technician or Records Clerk is assigned as a Field Trainer, that employee shall be compensated ~~by an additional \$13.50 for each day so assigned.~~ Adjustment to this compensation will be made as warranted. **as follows:**

CST:	\$2.75 per hour
Records Clerk:	\$2.25 per hour

4D. EDUCATIONAL PLAN, LICENSES & MEMBERSHIPS

The Village of Carol Stream is committed to the professional development and education of its employees. In an effort to achieve this goal, the Village will provide financial assistance to all eligible employees for pre-approved educational programs, licenses and memberships according to the guidelines set forth in this policy.

Educational Plan: Educational assistance is available to all regular full-time employees when funding is available. All educational programs must be directly related to the employee’s present position or work that the employee might reasonably expect to perform for the Village in the future. Prior to enrolling into any individual course or degree program, the employee must submit a written request to the Department Head on the Tuition Reimbursement Form. If the Department Head recommends reimbursement, approval of both coursework and educational institution must also be given by the Employee Relations Director and Village Manager. The Village maintains the right to request additional quotations for similar programs before reaching a final decision.

The Village will reimburse the employee the cost of tuition based upon the following schedule:

Grade of A or B:	100% reimbursement
Grade of C:	50% reimbursement
Grade of D or below:	No reimbursement

For credited courses taken on a non-graded basis, when the grade received is “Satisfactory” or “Passing”, reimbursement will be calculated at 50% of eligible costs. Textbooks may be paid for by the employee if they wish to keep the books or paid for by the Village in which case the Village will keep books available for other employees.

~~Beginning May 1, 2017 — April 30, 2018~~ an employee may receive up to \$10,000 within the fiscal year in tuition reimbursement for approved courses subject to these courses being included in the approved Village budget for the specified employee.

Beginning May 1, 2018 – April 30, 2019, an employee may receive up to \$8,000 within the fiscal year in tuition reimbursement for approved courses subject to these courses being included in the approved Village budget for the specified employee.

Tuition reimbursement will be subject to all Federal and State tax laws where applicable.


6A. WORKER’S COMPENSATION

Worker's Compensation Insurance is paid for by the Village of Carol Stream, and is available without a payroll deduction to each employee. **As defined under the Illinois Workers Compensation Act, workers compensation benefit time shall not be paid for the first three lost work days, unless the employee misses 14 or more calendar days due to the injury.** Details of employee coverage under the Illinois Worker's Compensation and Occupational Diseases Acts are available in the Department of **Human Resources**. ~~Assistant Village Manager's Office.~~

Please note that all claims arising out of an accident or injury, which are covered under Worker's Compensation Insurance, are not payable through the group Insurance Plan.

All accidents or injuries must be reported as outlined in Chapter 2, Section D – Reports of Injury. More detailed information regarding safety and accidents is found in the *Loss Control Manual*. Questions regarding Workers Compensation should be addressed to the Assistant Village Manager's Office.

Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager
FROM: Philip J. Modaff, Director of Public Works 
DATE: April 25, 2017
RE: Purchase of Replacement Water Meters

During recent budget discussions it was agreed that staff would initiate a pilot meter replacement program for the oldest water meters under two inches. This pilot program will allow staff to assess the scope of water loss due to under-recording of consumption in the older meters and to gauge the impact of the replacement effort on in-house resources (both administrative and operations staff).

Staff has identified one-hundred twenty-five meters in excess of twenty-five years old. They will be replaced with similar mechanical meters and remote-reading technology (AMR's) by in-house staff. Attached is a proposal from the sole source provider of these meters in the amount of \$27,629.00.

Staff recommends that the Village Board approve a Motion authorizing the purchase of meters from Midwest Meter, Inc., in the amount of \$27,629.00, pursuant to the provisions of Section 5-8-14(C) of the Carol Stream Code of Ordinances.

Attachments

Midwest Meter, Inc
 P.O. Box 318
 Edinburg, IL 62531
 Phone: 1-800-634-4746
 Fax: (217) 623-4216



Quotation

Customer		Misc.	
Name	Village of Carol Stream - Mr. Brian Evans	Date	4/21/2017
Address	124 Gerzevske Lane	Terms	Net 30
City	Carol Stream State IL ZIP 60188	Delivery	Various
Phone	(630) 871-6264	FOB	

Qty	Description	Unit Price	TOTAL
Badger Utility Water Meters			
45	Model 25 5/8' x 1/2' w/gaskets with HRE-8, ITRON 100 W Transmitter	\$205.00	\$ 9,225.00
25	Model 35 3/4' x 7' w/gaskets HRE-8, 100W ITRON Transmitter	\$234.00	\$ 5,850.00
46	Model 35 3/4' x 9' (Long) w/gaskets with HRE-8, 100 W ITRON Transmitter	\$239.00	\$ 10,994.00
5	Model 70 1" meter w/gaskets with HRE, 100W ITRON Transmitter	\$312.00	\$ 1,560.00
			Total \$ 27,629.00

Sales Rep
 Name *Tim O'Connor*

Prices are firm for acceptance within 30-days, and an order placed within that time period will indicate acceptance.
 Prices and specifications are subject to change without notice unless specifically stated in this quotation.

Thank you for your business!

Village of Carol Stream
INTER-DEPARTMENTAL MEMO

TO: Mayor and Trustees

Rm

FROM: Robert Mellor, Assistant Village Manager

DATE: April 28, 2017

RE: Municipal Center Renovation Project - Award of Contract for Demolition and Excavation Services

The Village recently advertised for competitive, sealed bids for demolition and excavation services from a list of pre-qualified demolition and excavation contractors for the next phase of the Municipal Center Renovation Project. On April 24, 2017 at 10:00 a.m., sealed bids were opened for demolition and excavation services for this project. We received four bids from excavation contractors and five bids from demolition contractors. Attached are the bid results and award of contract recommendations from our Construction Manager MTL. In summary, the successful low bidders are listed below:

Contractor	Base Bid	Alternate (Asbestos Removal)*
Kane County Excavating St. Charles, IL	\$478,450	N/A
Signature Demolition Services, Inc. Bridgeview, IL	\$246,350	\$2.21/sf

* The Demolition specification included an alternate for removal of asbestos found onsite subject to certified lab testing. Initial observation by the Village’s environmental projects manager, ECS Midwest, LLC, found asbestos containing mastic used to adhere tile flooring, in several locations in the building. If the mastic is confirmed to contain asbestos, it will need to be removed by an Illinois Department of Public Health licensed asbestos abatement contractor. Signature Demolition Services, Inc. was the low bidder for asbestos removal at the rate of \$2.21/sf.

References for both demolition and excavation service companies were verified and reflected positively on their services. Demolition is scheduled to commence on May 15 with completion by June 23, 2017. Excavation is scheduled to commence on June 12, 2017.

Based on competitive bids received at the April 24, 2017 bid opening, staff recommends award of contract for demolition services to Signature Demolition Services, Inc. at their bid price of \$246,350 and unit prices contained in their bid proposal for asbestos removal if needed and to Kane County Excavating at their bid price of \$478,450. There are sufficient funds budgeted for demolition and excavation service expenses.

Please contact me if you have any questions.

Cc: Joseph E. Breinig, Village Manager

April 26, 2017

Mr. Robert Mellor, Assistant Village Manager
Village of Carol Stream
500 N. Gary Avenue
Carol Stream, IL 60188

**RE: Carol Stream Village Hall & Police Addition/Renovation
Recommendation of Award - Bid Package #1 Trade Contractors**

Dear Bob,

MTI Construction Services, LLC hereby requests the Village of Carol Stream consider our recommendation for approval to award Trade Contracts to the following pre-qualified & lowest responsible Trade Bidders for work required for the Carol Stream Municipal Center project.

Along with public advertising to pre-qualify, MTI solicited thirteen (13) Trade Bidders for the disciplines listed below and received thirteen (13) pre-qualification packages from interested bidders. The Village received and opened nine (9) bid proposals on Monday, April 24, 2017.

The lowest trade bidders were subsequently interviewed to verify that the scope of work included in their bid proposal was in compliance with the bid, plan, specification and contract documents. Each trade bidder was requested to submit a time-line schedule to insure that their scope of work will conform to the overall project schedule.

Both the following Trade Base Bids include a contingency allowance for unforeseen issues that may occur during the execution of the work, i.e., unsuitable soil conditions, hidden existing conditions that could not have been determined before bidding, etc. The unused portion of a contingency allowance will be fully credited to the Project Contingency upon satisfactory completion of a Trade Contractor's work. The unused portion of the Project Contingency will be fully credited to the Village of Carol Stream upon satisfactory completion of the 100% entire project.

Mr. Robert Mellor
April 26, 2017
Page 2

It is our recommendation that the Village authorizes and approves MTI to proceed with awarding Trade Contracts to the following Trade Bidders:

Trade Contractor	Base Bid	Alternates	Award Amount
Excavation/Site Utilities:			
Kane County Excavation	\$478,450	\$0.00	\$478,450
Building Demolition:			
Signature Demolition	\$242,350	\$4,000	\$246,350

Please advise our office at your earliest convenience as to the Village's determination with regard to our above recommendations. Do not hesitate to call me should you have any questions or require additional information.

Sincerely,
MTI Construction Services, LLC



Steve Karecki
Project Manager

Recommend award of Base Bid only

Bid Summary

Please note that there was site demolition work that was in this budget that was reassigned to the Demolition Contractor Scope after the budgets were done for the purpose of eliminating the need for the Excavator to mobilize prior to the Demolition Contractor and then have to remobilize again after the Demolition Contractor is finished to Commense excavation, approximately \$3,500 worth of work.

	Bidder	Base Bid	Bid Bond	Addendums				Performan Bond	Alt. #1	Alt. #2	Alt. #3	Alt. #4	Alt. #5	Alt. #6	Alt. #7	Recommended Award Amount
				1	2	3	4									
1.	Fox Excavating	\$495,000	yes	yes	yes	yes	yes	\$7,000	\$20,000	(\$1,700)	\$10,000	included	N/A	N/A	\$18,000	
2.	JS Riemer Inc.	\$666,200	yes	yes	yes	yes	no	\$3,331	\$1,500	\$0	\$11,145	\$1,000	No Bid	No Bid	\$12,668	
3.	Kane County Excavating	\$478,450	yes	yes	yes	yes	yes	\$8,316	\$14,147	(\$1,520)	\$2,800	\$550 each	N/A	\$12,500	\$15,927	\$478,450
4.	Schaeffges Brothers Inc.	\$719,000	yes	yes	yes	yes	yes	\$13,500	\$6,000	N/A	\$32,000	\$5,500	N/A	\$60,000	\$21,000	
5.	Berger Construction	No Bid														
6.	Campton Construction Inc.	No Bid														
7.	Stark And Sons	No Bid														

Green Print is Award Recommendation from MTI.

ALTERNATE BIDS DISCRPTION

1. Perform Saturday Construction.
2. Omit the supply of dumpsters, Construction Manager will supply
3. Provide additional construction entrance.
4. Perform manhole/inlet work in parking lot.
5. Provide asbestos mastic removal.
6. Addition of the north window well.
7. Addition of 2 Parking Canopies in the east parking lot.

Carol Stream Municipal Center - Bid Package #1 Demolition								Award Base Bid and Performance Bond								
Bid Summary								Bid Date: April 24, 2017								
<p>**Site demolition work that was in the Excavation Budget that was added to the Demolition Scope after the budgets were done, approximately \$3,500 worth of work.</p> <p>Removal of existing east mechanical equipment screening and associated roofing, scope that was added after the Demolition Budget was created, approximately \$4,000 worth of work.</p> <p>Add allowance for removal of furniture and debris left by village 3 dumpsters at \$425 = \$1,275</p> <p>Removal of fire proofing material from existing steel, work scope added after budget was complete, approximately \$4,000 worth of work.</p>																
	Bidder	Base Bid	Bid Bond	Addendums				Performance Bond	Alt. #1	Alt. #2	Alt. #3	Alt. #4	Alt. #5	Alt. #6	Alt. #7	Recommended Award Amount
				1	2	3	4									
1.	Alpine Demolition Services L.L.C.	\$472,400	yes	yes	yes	yes	no	\$9,500	\$3,700	(\$18,000)	\$1,200	N/A	\$ 7,500	N/A	N/A	
2.	Johler Demolition, Inc.	\$328,300	yes	yes	yes	yes	yes	\$7,200	\$9,600	N/A	N/A	N/A	\$ 6,000	N/A	N/A	
3.	Signature Demolition Services Inc.	\$242,350	yes	yes	yes	yes	yes	\$4,000	\$5,000	\$0.00	No Bid	No Bid	\$ 2,650	\$0.00	No Bid	\$246,350
4.	Break-Thru Enterprises, Inc.	\$364,500	yes	yes	yes	yes	yes	\$5,470	N/A	N/A	N/A	N/A	\$ 5,000	N/A	N/A	
5.	Green Demolition, Inc.	\$256,800	yes	yes	yes	yes	yes	Included	\$5,000	N/A	N/A	N/A	\$ 12,800	N/A	N/A	
6.	American Demolition Contractors	No Bid														

Green Print is Award Recommendation from MTI

ALTERNATE BIDS DISCRIPTION

1. Perform Saturday Construction.
2. Omit the supply of dumpsters, Construction Manager will supply.
3. Provide additional construction entrance.
4. Perform manhole/inlet work in parking lot.
5. Provide asbestos mastic removal.
6. Addition of the north window well.
7. Addition of 2 Parking Canopies in the east parking lot.

TRADE BID PROPOSAL FORM (Addendum #2 April 17, 2017)

Trade Specific: Excavation/site Utilities

Bid Due Date: NLT 10 am, Tuesday, April 24, 2017

Name of Bidder: Kane County Excavating

Business Address: 41537 N. Robert Frost Cr.
St. Charles, IL 60135

Bidder Principals: Jeff Dieckman - Pres
Debbie Dieckman - Sec.

Telephone Number: 630-768-3293

Facsimile Number: 630-587-0522

Project: Carol Stream Municipal Center
Village of Carol Stream
505 E. North Avenue
Carol Stream, Illinois 60188

Construction Manager: MTI Construction Services, LLC
328 Eisenhower Lane North
Lombard, Illinois 60148

Architect: Williams Architects
500 Park Boulevard, Suite 800
Itasca, Illinois 60143

Ladies & Gentlemen:

Pursuant to the Notice to Bid, inviting proposals for the subject project, we have carefully reviewed and examined all Bid and Contract Documents transmitted and the undersigned proposes to furnish everything, including contingencies, labor, materials, tools, equipment, supervision, including any use and excise taxes called for or reasonably implied by the said documents for the above referenced Bidder's work for the Lump Sum Bid Proposal of _____

Four hundred Seventy Eight thousand four hundred fifty (\$ 478,450⁰⁰)

Said Lump Sum Trade Bid shall equal the total indicated on the attached Bid Breakdown Form, less exempt sales taxes.

NOTE: If voluntary alternates are to be submitted, attach to Trade Bid Proposal on Bidder's letterhead. DO NOT INCLUDE IN BASE BID!!

The undersigned understands that time is of the essence for the completion of the Project and hereby agrees that all work included in the Bid and Construction Documents shall be completed in 150 calendar days.

The undersigned further states that he will employ the following list of sub-subcontractors and/or suppliers for each of the major work categories, subject to Construction Manager review and approval, as shown.

List the name, address, phone number and sub-subcontractor's license number of all sub-subcontractors and/or suppliers to be used on this project and indicate what part of the work will be done or provided by each sub-subcontractor and/or supplier. Breakdown for total calendar days is as follows:

Note: The following (as applicable) time frames must support the commencement of the demolition work by on or about May 15, 2017 and excavation/earthwork on or about June 5, 2017.

Doc/form Submittals: _____ calendar days.
Forms/permits: _____ calendar days.
Total Building Demolition: _____ calendar days.
Interior Demolition: _____ calendar days.
Excavation/Earthwork: 150 calendar days.
Total: _____ calendar days.

ALTERNATE #1:

Provide Alternate to work Saturdays, with the Trade Contractor paying for the straight time portion of the hourly labor rate, and the Village paying only the premium time portion of the hourly labor rate,
ADD \$ ~~12,500~~ 87.53/hour straight time \$ 14,147 (10 set) 20 sup

ALTERNATE #2:

Regular and complete clean up, debris and rubbish removal from the jobsite as required by each Trade Contractor. All trades are to provide their own dumpsters. Provide an Alternate Deduct if the Construction Manager elects to supply dumpsters. DEDUCT \$ 1520⁰⁰

ALTERNATE #3:

Provide temporary Construction Entrance as per line item 37 Exhibit A, ADD \$ 2800⁰⁰

ALTERNATE #4:

Provide Labor and Materials to perform Manhole/Inlet Work as shown on Civil Drawing 6 of 9,
ADD \$ 550⁰⁰ EACH

ALTERNATE #5:

Provide asbestos mastic removal in Rooms E29, E30, and E31, ADD \$ N/A

ALTERNATE #6:

Modify work Scope as necessary for the addition of the north window well,
ADD/DEDUCT \$ 12,500⁰⁰

ALTERNATE 7:

Addition of (2) Canopies in east parking lot, Excavation line 38, Exhibit A, ADD \$ 15,927

Work to be Performed By These Sub-Subcontractors

<u>Name/License No.</u>	<u>Address/Phone Number</u>
1. <u>Christensen Trucking</u>	<u>331 Panama Ave</u> <u>Hampshire, IL 60140</u>
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____

Continue on additional sheet if required.

The undersigned also acknowledges receipt, understanding and full consideration of the following addenda to the Bid Documents:

Addendum Number <u>1</u>	Date <u>April 11</u>
Addendum Number <u>2</u>	Date <u>April 17</u>
Addendum Number <u>3</u>	Date <u>April 19</u>
Addendum Number <u>4</u>	Date <u>April 21</u>

TRADE BID BREAKDOWN FORM

Page _____ of _____

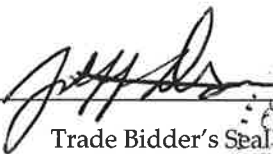


Trade Bidder: Kane County Excavating
 Address: 41537 N. Robert Frost
 Email: dieck5@soxglobal.net
 Phone: 630-768-3293

(Whole dollars only)

DESCRIPTION OF WORK (Itemize Bid for Each Different Function of Work)	Quantity	Unit Price	Extension
<i>See Attached</i>			
<i>SEE ATTACHED</i>			
Owner Rubbish Dumpster Allowance (addendum #2) Demolition Contractors Only			
Contingency Allowance (see Exhibit A)			20,000
Trash & Rubbish Removal			
LUMP SUM BID TOTAL			478,450 ⁰⁰
Alternate for Perf. Bond Fee or BLOC Fee, ADD			8,316 ⁰⁰

survey	\$ 8,437.00
swppp	\$ 5,625.00
mobilizations	\$ 5,000.00
tree removal/protection	\$ 6,906.00
demo concrete walk	\$ 3,100.00
barricade and signage	\$ 1,000.00
soil temp. stabilizations	\$ 4,500.00
excavation	\$ 98,500.00
stone at slab/backfill	\$ 68,475.00
dumpsters	\$ 3,500.00
strip and grubbing	\$ 9,500.00
soil import and place	\$ 32,583.00
parking lot and road way subgrade	\$ 14,037.00
street sweeping	\$ 3,025.00
shoring	\$ 9,500.00
balance work site	\$ 111,375.00
site utilities	\$ 55,472.00
site utilities demo	\$ 6,187.00
dewatering pumps and pits	\$ 5,864.00
stone at drain tile	\$ 5,864.00
	\$ 458,450.00

The undersigned hereby designates as his representative as Project Manager Jeff Dieckman and as Field Superintendent Jeff Dieckman for the subject project, however, this designation is subject to the Village of Carol Stream and Construction Manager's review and written approval. Further understand that either the Village of Carol Stream or the Construction Manager reserves the right to request substitution for Trade Bidder's representatives.

By:  Trade Bidder's Seal  Title: 

License No: _____ License Expiration Date: _____

Attachments, required as part of this bid are:

- (a) Trade Bid Proposal Form;
- (b) Bid Breakdown Form;
- (c) Any Voluntary Alternates
- (d) Exhibit A Unit Prices and Breakouts

CERTIFICATION

I, [Signature] (Individual), having been first duly sworn on oath, do
depose and state that I presently reside at 4NS37 N. Robert Frost Cr.
(Address), and that I am the duly authorized principal, officer or agent of Kane County Excavating
(Name of Trade Bidder) and do hereby certify to Village of Carol Stream, its Village
Board, officers and employees that neither I nor Kane County Excavating (Name
of Trade Bidder) are barred from bidding on the contract for which this bid is submitted, as a result of
violation of either Section 33E-3 ("Bid-rigging") or Section 33E-4 ("Bid-rotating") of Article 33E of the
Criminal Code of 1961 of the State of Illinois approved July 28, 1961, as amended.

[Signature]
Individually and on behalf of Trade Bidder

Subscribed and sworn to before me

This 24 day of April, 2017

[Signature: Debbie Dieckman]

Notary Public

My commission expires: 8/12/2020

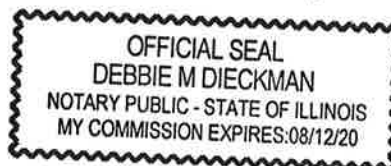


EXHIBIT "A"

DATE: April 19, 2017

TRADE: EXCAVATION (Addendum #2)

RE: Village Hall & Police Addition/Renovation
500 North Gary Avenue
Carol Stream, IL 60188

SCOPE DESCRIPTION OF WORK

The following list of items is being provided to the bidder as a guide for items of work that should be included in your bid proposal. Bidder shall provide, include and pay for, all labor, materials, permits, equipment, tools, lifts, scaffolding, acceptable insurance, applicable use and excise taxes, fees, etc., necessary for the proper execution and completion of the work, including, but not limited to:

1. Excavation Contractor shall visit the site to confirm existing conditions prior to submitting his bid proposal.
- ✓2. The fully executed Form IEPA 663, showing uncontaminated soil and soils reports are included in the bid documents.
- ✓3. The Excavation Contractor is to install the sediment trapping devices in the storm basins prior to the Demolition Contractor's work scheduled for May 15, 2017. Excavation Contractor will mobilize and begin the mass earth and building excavation work by no later than June 12, 2017. Within (4) weeks or by no later than July 10, 2017 the Building Concrete contractor will begin the foundation footing and wall work. The building foundation footing and wall work must be complete by no later than August 9, 2017. The Excavation Trade Contractor is required to have the equipment, manpower and supervision necessary to meet this schedule. No additional compensation will be given to the Excavation Contractor if these start dates are delayed due to others.
- SWPPP ✓4. Tree Protection of trees that are between the existing building and the sidewalk on Hiawatha Drive, from existing driveway to existing driveway.
- ✓5. Excavation Contractor is to provide all traffic control, barricades, signage and flagmen as required.
- ✓6. Furnish, install, maintain and remove soil erosion control measures as outlined in the Contract Documents including but not limited to , sediment trapping devices, temporarily stabilize topsoil stockpiles, storm and sanitary sewer, water and associated inlet/ outlet protection on existing facilities, temporarily stabilize all areas including areas that have reached temporary grade. Maintenance must occur every two weeks, after every 1/2" of rain and/ or as otherwise necessary to ensure compliance with Storm Water Pollution Prevention Plan.
- ✓7. Layout and elevations from grade level lot lines and bench marks established by others.
- ✓8. Install temporary sump pits, surrounded by a minimum one foot of CA7 washed stone and non-woven filter fabric and pumps as necessary, adjacent to existing building drain tile and excavations to prevent the existing building basement from flooding or requiring the existing sump pumps from having to pump water dirty from the excavations. All water to be discharged on site to storm inlets with filter baskets installed.
- ✓9. Dewater all excavations until the Concrete Contractor commences footing work. All water to be discharged on site to storm inlets with filter baskets installed.
- ✓10. Surface pumping as required. All water to be discharged on site to storm inlets with filter baskets.
- ✓11. Perform all tree removals, including stump grinding, perform the Storm and Sanitary Sewer demolition, the plugging and sealing basins as shown on the civil drawings by WBK Engineering Inc. pages 1-9 and the Architectural Site Drawings. Perform demolition of the parkway sidewalk along Fullerton Avenue, page 6 of 9, towards the end of the project when new site sidewalks are

EXHIBIT "A"

DATE: April 19, 2017

TRADE EXCAVATION (Continued)

RE: Village Hall & Police Addition/Renovation
500 North Gary Avenue

being installed. Perform saw cutting and asphalt removals for sewer, east parking lot building addition and Alternate #7 locations. Perform removal of the foundation drain tile around the demolished footings. All other ASD1.0 and civil demolition will be performed by the Demolition Contractor.

- ✓ 12. Stripping and grubbing of surface material and removal of all topsoil and vegetation (including trees) down to non-organic material.
- ✓ 13. Remove buried or broken concrete, rubbish, non-fill materials, garbage, etc. found while clearing the site and dispose of legally offsite, including dumping fees, etc.
- ✓ 14. **No stockpiling of soils will be allowed** other than temporary piles during the excavation process and those piles will not be allowed in the parking lots or perimeter landscape areas where no work is to be performed.
- ✓ 15. The Excavation Contractor's scope includes handling all excavation spoils resulting from their work as well as the interior spoils created by the plumber and all spoils created by the Electrician, including but not limited to building and site excavation, **Site Utility work**, interior underground plumbing, interior and exterior electrical, and pipe bollard work. The Site Sewer and Water Contractor will be responsible for their own spoil removal. Excavation Contractor will coordinate quantities with appropriate contractors as required. Any excess soil shall be removed from site and properly disposed of by the Excavation Contractor.
- ✓ 16. **Indicate the dollar amount included in the base bid for the trucking and dump fees associated with the soils removed from the site \$ 99,000 / Lump Sum**
- ✓ 17. No borrow pits will not be allowed unless previously discussed, agreed and coordinated with Construction Manager.
- ✓ 18. Cut, fill, balance, and/ or import of any structural fill, including compaction to achieve building pad and parking lot sub-grade elevation. There shall be no additional compensation after award of trade contract for import or export of any required fill material to achieve design sub-grades.
- ✓ 19. All Clay and topsoil Imported is to come from sources previously approved by ECS Midwest, LLC. No unsuitable or contaminated soils are to be brought to the site.
- ✓ 20. Excavation for footings, piers, foundation walls, grade beams, ramps, pits, stoops, etc.
- 21. Excavation for exterior sidewalks, curbs, aprons, approaches, trash enclosure, generator enclosure, sign, etc.
- ✓ 22. Excavation is required for 2 elevator pits, one is located near the center of the existing building to remain which should require a depth of cut to 5'4" below the basement floor level. Coordinate with the Concrete Contractor and provide adequate over dig for forming. Provide shoring of banks, pier footing and structural steel as required.
- ✓ 23. Submit samples of granular materials for approval prior to use if required.
- ✓ 24. Furnish and install washed stone for the perimeter footing drain tile system. Installation of piping by others.
- ✓ 25. Hand labor and compaction as required.
- ✓ 26. Granular backfill/slab base at interior foundation walls and interior piers and at exterior hard paved surfaces areas supported by foundations (such as stoops, ramps and staircases). Compact granular material to within 0.1ft of the elevation required for the concrete slabs. This includes

TRADE: EXCAVATION (continued)
 RE: Village Hall & Police Addition/Renovation
 500 North Gary Avenue
 Carol Stream, IL 60188

machine or hand labor compaction. Provide additional granular material to the Concrete Contractor in the event more is required. Coordinate placement of the concrete base granular material with the Plumbing, Mechanical and Electrical Contractors so that the deeper excavations that they perform can be done so prior to placement of the concrete floor granular base material. No sand or pea gravel is allowed. Multiple mobilizations may be required.

At exterior foundation backfill locations where site sidewalks, equipment pads, trash pads, curbing and driveways are located provide compacted granular backfill up to the elevation (within 0.1 ft.) below the granular base that is to be supplied and compacted by the Site Concrete Contractor. This Granular backfill area is to extend beyond the concrete sufficient to guarantee no settling, or erosion of the subbase or concrete. No sand or pea gravel is allowed. Include machine compaction to achieve specified densities.

- ✓ 27. Provide, place and compact granular base for generator pad.
- ✓ 28. Proof roll all asphalt/ concrete pavement, pervious parking lot paver areas and exterior slab on grade areas for minimum 95% compaction or as otherwise noted.
- ✓ 29. Fine grade parking lot and roadways subgrade throughout to within 0.1 Ft.. Granular base for the asphalt will be provided by the Paving Contractor.
- ✓ 30. Furnish, deliver, place and compact topsoil to a minimum depth of **Six (6) INCHES** in parkways, islands and around building and landscaping areas.
- ✓ 31. Final and rough grading as required.
- ✓ 32. Coordination with other related trades as required including soil engineers and municipal inspectors.
- ✓ 33. Maintain adjacent streets and sidewalks in accordance with local and/ or prevailing ordinances. At **a minimum streets and walks shall be cleaned on a daily basis during excavation operations** to include street sweeping as required.
- ✓ 34. Site shall be left clean and free of debris, equipment, unneeded materials, etc.
- 35. **Add a Contingency Allowance of \$20,000.00 to the bid** for use in the event of unseen conditions that may exist. The allowance is to be utilized only as directed and approved by MTI, The Allowance is to be shown on the bid form. Any or all unused portion of the allowance will be returned to the Owner by deductive change order before the project is closed out,
- 36. **Perform complete Site Utilities Scope, per Exhibit "A" (addendum #2).**
- 37. Provide the following unit prices:

a) Machine excavation to onsite fill	\$ <u>18.00</u> /CY
b) Machine excavation to offsite disposal	\$ <u>29.00</u> /CY
c) Backhoe footing excavation to offsite disposal	\$ <u>31.00</u> /CY
d) Structural clay import, compacted in-place	\$ <u>19.50</u> /CY
e) 3" cut stone import, in-place	\$ <u>42.50</u> /TON
f) CA-6 import, in-place	\$ <u>22.50</u> /TON
g) CA-7 import, in-place	\$ <u>24.50</u> /TON
h) Grade No. 9 import, in-place	\$ <u>22.50</u> /TON
i) "Birdseye" import, in-place (not pea gravel)	\$ <u>16.50</u> /TON
j) Topsoil import, in place	\$ <u>30.15</u> /CY
k) Hi-lift machine, with operator	\$ <u>210</u> /HR

EXHIBIT "A"

DATE: April 19, 2017

TRADE: EXCAVATION (continued)

RE: Village Hall & Police Addition/Renovation
500 North Gary Avenue
Carol Stream, IL 60188

- l) Backhoe with Operator
- m) Bobcat, with operator
- n) 6-wheel dump truck
- o) 18-wheel dump truck
- p) Unit price to provide silt fence.
- q) Unit price to provide and install 6" P.V.C. SDR26 piping.
- r) Unit price to provide and install 8" P.V.C. SDR26 piping.
- s) Unit price to provide and install 12" R.C.P. piping.
- t) Provide 48" diameter concrete storm MH w/typ. 1 open lid .
- u) Provide 24" diameter concrete storm MH w/typ. 1 open lid .
- v) Unit price to replace 2" manhole adjustment rings

\$ 200 /HR
 \$ 150 /HR
 \$ 100 /HR
 \$ 105 /HR
 \$ 2.15 /LF
 Q \$ 41.00 /LF
 R \$ 43.00 /LF
 S \$ 41.00 /EA LF
 T \$ 1300 /EA.
 U \$ 1100 /EA.
 V \$ 400 /EA.

- 38. Mandatory Alternate Price: Furnish, install and remove temporary construction entrance. Entrance shall be 40' wide x120' long, and comprise at a minimum geotextile fabric, 10" of CA-1, and 5" CA-6. \$ 2800 /Lump Sum.
- 39. **In the east parking lot. Provide asphalt demolition, excavation, spoil removal, and compacted CA6 backfill for (6) pier footings (3 per each canopy) Pier size is 6' x 6'. Bottom of footing is - 6' deep, Spoil removal for electrical trench to 2 locations (see page 6 of 9 Civil drawing) \$ 14,680 /Lump Sum.**
- 40. Indicate the dollar amount included in the base bid for the trucking and dump fees associated with the soils removed from the site \$ 99,000 / Lump Sum.
- 41. Indicate the dollar amount included in the base bid for the trucking topsoil to the site \$ 13,450 / Lump Sum $9,291 + Profit + OH = 10,081$
- 42. Indicate the dollar amount included in the base bid for the trucking fill to the site \$ 13,450 / Lump Sum $+ Profit + OH$
14,593

ALT #

TRADE: SITE UTILITIES (STORM & SANITARY)

RE: Village Hall & Police Addition/Renovation
500 North Gary Avenue
Carol Stream, IL 60188

SCOPE DESCRIPTION OF WORK

The following list of items is being provided to the bidder as a guide for items of work that should be included in your bid proposal. Bidder shall provide, include and pay for, all labor, materials, permits, equipment, tools, lifts, scaffolding, acceptable insurance, applicable use and excise taxes, fees, etc., necessary for the proper execution and completion of the work, including, but not limited to:

1. Work under this trade package to include all proposed exterior Sanitary and Storm improvements.
2. Furnish and install, maintain and remove soil erosion control measures as outlined in the Contract Documents including but not limited to sediment trapping devices, storm and sanitary sewer, water and associated inlet/ outlet protection, Maintenance must occur every two weeks, after every ½" of rain and/ or as otherwise necessary to ensure compliance with Storm water Pollution Prevention Plan.
3. The Sanitary and Storm scope of work under this trade package ends at 5' outside of the building. It is the responsibility of this trade contractor to coordinate with interior Plumbing Contractor to ensure a complete system installation.
4. Trenching, bedding, back fill and compaction (including hand compaction) for all work addressed in this trade package.
5. Include all work on civil drawings and per O.S.H.A. requirements, including any other work to provide a complete and operational system(s).
6. Layout and grades from lot lines and benchmarks established by others.
7. All inspections coordinated by this contractor, including local sanitary district permit.
8. Installation and maintenance of required soil erosion control and protection and straw bales around structures during construction.
9. Maintain adjacent streets and sidewalks in accordance with local and/ or prevailing ordinances. At a minimum streets and walks shall be cleaned on a daily basis during Site Utilities construction to include street sweeping as required.
10. Relocation and/or modification of any structures, fire hydrants, valve vaults, etc. located within drives, construction area, and offsite.
11. Include in proposal all specific requirements of the Municipality as they relate to site utilities.
12. Include trench backfill and compaction for all piping trenches under or within 5' -0" of paved areas, sidewalks, slabs-on-grade, concrete pads, curbs, drive aprons, patios, light pole bases, etc.
13. Provide as-built plans prepared and stamped by professional surveyor.
14. Submit sample of backfill material prior to commencement of work if required.
15. All spoils from Site Utility work shall be removed from the site in a legal way.
16. Frozen material shall not be used for backfill in trenches anywhere.
17. Include compacted trench backfill for entire trench up to design sub-grade elevation. Compact trench backfill in no more than 12" lifts.
18. Jobsite unloading and hoisting of materials installed by this contractor including materials furnished by others.
19. Protection of material on site until installed and accepted by the Village.

EXHIBIT "A" Addendum #3 attachment (continued)

DATE: April 19, 2017

TRADE: SITE UTILITIES (STORM & SANITARY)

RE: Village Hall & Police Addition/Renovation
500 North Gary Avenue
Carol Stream, IL 60188

20. Coordination with other trades as required to facilitate your work and that of affected trades.
21. Daily removal of debris to dumpster provided by this contractor.
22. Provide complete shop drawing submittals (i.e. drawings, product data, samples, etc.) within two (2) weeks of receipt of Notice to Proceed/ Letter of Intent from Construction Manager.

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Kane County Excavating

4N537 N. Robert Frost Cr St. Charles, IL 60175

as Principal, hereinafter called the Principal, and Nationwide Mutual Insurance Company

One West Nationwide Blvd., 1-04-701 Columbus, OH 43215-2220

a corporation duly organized under the laws of the State of OH

as Surety, hereinafter called the Surety, are held and firmly bound unto Village of Carol Stream

500 N. Gary Ave. Carol Stream, IL 60188

as Obligee, hereinafter called the Obligee, in the sum of Ten Percent of Amount Bid

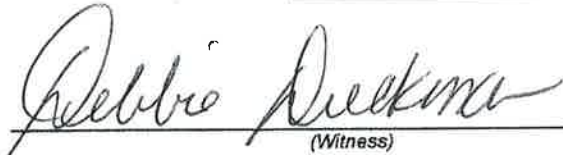
Dollars (\$ 10%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Addition / Renovation to Village Hall / Police Department

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 24th day of April 2017


(Witness)

Kane County Excavating
(Principal)

By:

Nationwide Mutual Insurance Company
(Surety)

By:

Attorney-in-Fact William P. Maher

(Seal)

(Title)

(Title)



G-23208-B

ss.

STATE OF Illinois

COUNTY OF Cook

I, Laura Dohn Notary Public of Cook County,
 in the State of Illinois, do hereby certify that William P. Maher
 Attorney-in-Fact, of the Nationwide Mutual Insurance Company
 who is personally known to me to be the same person whose name is
 subscribed to the foregoing instrument, appeared before me this day in person, and
 acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the
Nationwide Mutual Insurance Company
 for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Palatine
 in said County, this 24th day of April A.D., 2017



 Notary Public Laura Dohn

My Commission expires: September 21, 2020



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation
National Casualty Company, an Ohio corporation

AMCO Insurance Company, an Iowa corporation
Allied Property and Casualty Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

William P. Maher

in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature. In penalties not exceeding the sum of \$20,000,000.

Surety Bond Number Bid Bond
Principal Kane County Excavating
Obligee Village of Carol Stream

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 16th day of February, 2017.

Antonio C. Albanese

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company, National Casualty Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company



ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss
On this 16th day of February, 2017, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

BARRY T. BASSIS
Notary Public, State of New York
No. 02BA4656400
Qualified in New York County
Commission Expires April 30, 2019

Barry T. Bassis

Notary Public
My Commission Expires
April 30, 2019

CERTIFICATE

I, Parag H. Shah, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 24th day of April, 2019.

This power of attorney expires: April 30, 2019

Parag H. Shah
Assistant Secretary

TRADE BID PROPOSAL FORM (Addendum #2 April 17, 2017)

Trade Specific: Demolition

Bid Due Date: NLT 10 am, Tuesday, April 24, 2017

Name of Bidder: Signature Demolition Services, Inc.

Business Address: 7548 W. 83rd Place
Bridgeview, IL 60455

Bidder Principals: Justin Roderick
Joshua Roderick

Telephone Number: (708) 768-6264

Facsimile Number: —

Project: Carol Stream Municipal Center
Village of Carol Stream
505 E. North Avenue
Carol Stream, Illinois 60188

Construction Manager: MTI Construction Services, LLC
328 Eisenhower Lane North
Lombard, Illinois 60148

Architect: Williams Architects
500 Park Boulevard, Suite 800
Itasca, Illinois 60143

Ladies & Gentlemen:

Pursuant to the Notice to Bid, inviting proposals for the subject project, we have carefully reviewed and examined all Bid and Contract Documents transmitted and the undersigned proposes to furnish everything, including contingencies, labor, materials, tools, equipment, supervision, including any use and excise taxes called for or reasonably implied by the said documents for the above referenced Bidder's work for the Lump Sum Bid Proposal of Two Hundred Forty Two

Thousand, Three Hundred Fifty Dollars (\$242,350.00)).

Said Lump Sum Trade Bid shall equal the total indicated on the attached Bid Breakdown Form, less exempt sales taxes.

NOTE: If voluntary alternates are to be submitted, attach to Trade Bid Proposal on Bidder's letterhead. **DO NOT INCLUDE IN BASE BID!!**

The undersigned understands that time is of the essence for the completion of the Project and hereby agrees that all work included in the Bid and Construction Documents shall be completed in 40 calendar days.

The undersigned further states that he will employ the following list of sub-subcontractors and/or suppliers for each of the major work categories, subject to Construction Manager review and approval, as shown.

List the name, address, phone number and sub-subcontractor's license number of all sub-subcontractors and/or suppliers to be used on this project and indicate what part of the work will be done or provided by each sub-subcontractor and/or supplier. Breakdown for total calendar days is as follows:

Note: The following (as applicable) time frames must support the commencement of the demolition work by on or about May 15, 2017 and excavation/earthwork on or about June 5, 2017.

Doc/form Submittals:	<u>5</u>	calendar days.
Forms/permits:	<u>14</u>	calendar days.
Total Building Demolition:	<u>26</u>	calendar days.
Interior Demolition:	<u>40</u>	calendar days.
Excavation/Earthwork:	<u> </u>	calendar days.
Total:	<u>85</u>	calendar days.

ALTERNATE #1:

Provide Alternate to work Saturdays, with the Trade Contractor paying for the straight time portion of the hourly labor rate, and the Village paying only the premium time portion of the hourly labor rate, ADD \$ 5,000.00

ALTERNATE #2:

Regular and complete clean up, debris and rubbish removal from the jobsite as required by each Trade Contractor. All trades are to provide their own dumpsters. Provide an Alternate Deduct if the Construction Manager elects to supply dumpsters. DEDUCT \$ 0

ALTERNATE 3:

Provide temporary Construction Entrance as per line item 37 Exhibit A, ADD \$ No Bid

ALTERNATE #4:

Provide Labor and Materials to perform Manhole/Inlet Work as shown on Civil Drawing 6 of 9, ADD \$ No Bid

ALTERNATE 5:

Provide asbestos mastic removal in Rooms E29, E30, and E31, ADD \$ 2,650.00

ALTERNATE #6:

Modify work Scope as necessary for the addition of the north window well, ADD/DEDUCT \$ 0.00

ALTERNATE 7:

Addition of (2) Canopies in east parking lot, Excavation line 38, Exhibit A, ADD \$ No Bid

Work to be Performed By These Sub-Subcontractors

<u>Name/License No.</u>	<u>Address/Phone Number</u>
1. <u>Bower Group</u>	<u>630-660-3962</u> 165 N. Canal St. Chicago, IL 2416 E. Oakton St, Arlington Heights, IL
2. <u>Cobra Concrete</u>	<u>773-775-1111</u> 1220 N. Ellis St. Bensenville, IL
3. <u>Prime Scaffolding</u>	<u>630-595-2700</u>
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____

Continue on additional sheet if required.

The undersigned also acknowledges receipt, understanding and full consideration of the following addenda to the Bid Documents:

Addendum Number <u>1</u>	Date <u>4/11/17</u>
Addendum Number <u>2</u>	Date <u>4/17/17</u>
Addendum Number <u>3</u>	Date <u>4/19/17</u>
Addendum Number <u>4</u>	Date <u>4/21/17</u>

TRADE BID BREAKDOWN FORM

Trade Bidder: Signature Demolition Services, Inc.

Address: 7648 W. 83rd place
Bridgerview, IL 60455

Email: Info@SignatureDemo.com

Phone: (708) 768.6264

(Whole dollars only)

DESCRIPTION OF WORK <i>(Itemize Bid for Each Different Function of Work)</i>	Quantity	Unit Price	Extension
Structure Demolition	1	55,000.00	55,000.00
Selective Demolition	1	166,575.00	166,575.00
Shoring	1	6,000.00	6,000.00
Sawcut	1	3,500.00	3,500.00
Owner Rubbish Dumpster Allowance (addendum #2) Demolition Contractors Only	3	425.00	1,275.00
Contingency Allowance (see Exhibit A)	1	10,000.00	10,000.00
Trash & Rubbish Removal	0	0	0
LUMP SUM BID TOTAL	1	242,350.00	242,350.00
Alternate for Perf. Bond Fee or BLOC Fee, ADD	1	4,000.00	4,000.00

The undersigned hereby designates as his representative as Project Manager Joshua Roderick and as Field Superintendent Justin Roderick for the subject project, however, this designation is subject to the Village of Carol Stream and Construction Manager's review and written approval. Further understand that either the Village of Carol Stream or the Construction Manager reserves the right to request substitution for Trade Bidder's representatives.

By: Justin Roderick
Trade Bidder's Seal

Title: president

License No: _____

License Expiration Date: _____

Attachments, required as part of this bid are:

- (a) Trade Bid Proposal Form;
- (b) Bid Breakdown Form;
- (c) Any Voluntary Alternates
- (d) Exhibit A Unit Prices and Breakouts

CERTIFICATION

I, Justin Roderick (Individual), having been first duly sworn on oath, do
depose and state that I presently reside at 7548 W. 83rd Place Bridgeview, IL 60485
(Address), and that I am the duly authorized principal, officer or agent of Signature Demolition Services, Inc.

(Name of Trade Bidder) and do hereby certify to Village of Carol Stream, its Village
Board, officers and employees that neither I nor Signature Demolition Services, Inc. (Name
of Trade Bidder) are barred from bidding on the contract for which this bid is submitted, as a result of
violation of either Section 33E-3 ("Bid-rigging") or Section 33E-4 ("Bid-rotating") of Article 33E of the
Criminal Code of 1961 of the State of Illinois approved July 28, 1961, as amended.

Justin Roderick
Individually and on behalf of Trade Bidder

Subscribed and sworn to before me

This 23rd day of April, 2017

Melissa Brancato

Notary Public

My commission expires: 07/13/17



TO: ALL BID PACKAGE #1, (DEMOLITION AND EXCAVATION TRADE) BIDDERS
RE: ADDENDUM #1
PROJECT: Carol Stream Municipal Center
500. North Avenue, Carol Stream, Illinois
DATE: April 11, 2017

Please note this Addendum to the Bid Documents & Drawings for the referenced project. Take these changes to the Bid Documents & Drawings into consideration in preparing your Trade Bid Proposal due 04/24/17.

Bidders shall make note on their Trade Bid Proposal that this Addendum has been taken into consideration. Failure to do so may be sufficient cause to reject the Bid. This Addendum consists of 1 page total.

1. There will be a Pre-Bid meeting Thursday April 13 at 9:00am in the Village of Carol Stream Board Room, 500 N. Gary Avenue, Carol Stream, Illinois. The meeting is mandatory for all Demolition Trade Bidders and the Excavation Bidders, while not mandatory, are strongly encouraged to attend. The meeting will be followed by a building walk through that will be the only opportunity to see the facilities to be demolished. Failure of a Demolition Trade Bidder to attend this Pre-Bid Meeting will render a Demolition Bidder's bid non-responsive and a bid submitted without Pre-Bid attendance will not be opened and returned to the Bidder.

TO: BID PACKAGE #1 Demolition and Excavation
RE: **ADDENDUM #2**
PROJECT: **Carol Stream Municipal Center**
500 N. Gary Avenue, Carol Stream, Illinois
DATE: **April 17, 2017**

Please note this Addendum to the Bid Documents & Drawings for the referenced project. Take the changes to the Bid Documents & Drawings into consideration in preparing your Trade Bid Proposal due 4/24/17.

Bidders shall make note on their Trade Bid Proposal that this Addendum has been taken into consideration. Failure to do so may be sufficient cause to reject the Bid. This Addendum consists of 19 pages total.

1. Bidder see Revised Scope of work in Exhibit A (Addendum #2), attached.
2. Bidders see Revised Trade Bid Proposal Form (Addendum #2), attached
3. Excavation Contractors are now responsible to perform the site Utility Work as described in Exhibit A (Addendum #2) and to provide additional Unit and Alternate Pricing.
4. Excavation Bidders are to add a \$20,000 Contingency Allowance. See Exhibit A (addendum #2) for instructions regarding this allowance.
5. Demolition Contractor is to provide an alternate price for removal of the tile and mastic in rooms E29, E30, and E31. Base bid will assume this tile and mastic to remain.
6. Demolition Contractors are to remove the \$5,000.00 Temporary Electric Allowance and are to add a \$10,000 Contingency Allowance. See Exhibit A (addendum #2) for instructions regarding this allowance.
7. Demolition Contractors are to add an allowance for (3) 30 cubic yard dumpsters for their use removing furniture and debris left by the Owner. Include the cost to load each dumpster. Bidders are to show their cost for 3 dumpsters on the Trade proposal form. The contract will be adjusted for the actual number of dumpsters that are used and documented by the MTI Superintendent.
8. Demolition Contractor is to secure all Demolition Permits. MTI will secure the Excavation Permit.
9. Answer to the Pre-Bid meeting Question, "Will complete removal of tile and carpet mastic by grinding or Blastrac be required or will our usual approximately 60% removal be sufficient?" The approximate 60% removal will be satisfactory.
10. See attached Revised drawing AD5.1 Modify demolition details to locate the saw cut/precast plank removal location to the top of the beam/column at the precast joint.
11. Provide additional tree removal. See Civil page 6, remove all trees between the Building and parking lot, from the front of the building main entrance to the generator pad. Also remove the tree south of the parking lot above the sanitary sewer tie in location.
12. Note the addition of Canopy Alternate #8 for the Excavation Contractor only as work would be performed later in the project. Provide Cost to perform asphalt demolition, excavation, spoil removal and backfilling with compacted CA6 for (6) 6' x 6' pier footings 6' deep bottom of footing (3 piers each location) and the spoil removal for electrical trenching to the 2 locations.
13. Bidders are reminded that their **Trade Package #1 Bid Proposals are due at the Carol Stream Village Hall, NLT 10 am on Monday, April 24, 2017.**
14. End of Addendum #2.

Attachments,
Trade Bid Proposal Form, April 17, 2017 (6 pages)
Exhibit A, April 17, 2017 (11 pages)
Revised AD5.1, 4/17/17

TO: BID PACKAGE #1 Demolition and Excavation
RE: **ADDENDUM #3**
PROJECT: **Carol Stream Municipal Center**
500 N. Gary Avenue, Carol Stream, Illinois
DATE: **April 19, 2017**

Please note this Addendum to the Bid Documents & Drawings for the referenced project. Take the changes to the Bid Documents & Drawings into consideration in preparing your Trade Bid Proposal due 4/24/17.

Bidders shall make note on their Trade Bid Proposal that this Addendum has been taken into consideration. Failure to do so may be sufficient cause to reject the Bid. This Addendum consists of 19 pages total.

1. Bidders see Revised Scope of work in Exhibit A (Addendum #3), attached.
2. Temporary Fence will be by others.
3. Excavation Bidders add Tree Protection for trees between the existing building and the sidewalk along Hiawatha Drive, between the east and west driveways. The temporary construction fence will run approximately 4' south of the sidewalk.
4. On ASD1.0 Disregard note SD-2 for the west and south driveway. Asphalt plan is per the Civil Drawing 6 of 9 to grind and patch. This will be done in a future Paving Bid.
5. On ASD1.0, Note SD-2 and SD-3 on the east side of the building at and adjacent to the east addition, the Excavation Contractor is to saw cut and remove the Asphalt.
6. The Excavation Contractor has all asphalt removal now. At Sewer locations for Sewer work and alternate #7, per addendum #2, at building addition per #3 above. Alternate demo note on ASD1.0 (ALT-SD-2) work is for an alternate in a future Paving Bid Package.
7. On ASD1.0 the Excavation Contractor is to perform the storm sewer removals SD-25, SD26 and the SD-24 drain tile removals.
8. Excavation Bidders. Civil drawing 6 of 9 at the new 48" manhole there is a pipe shown going back to the west side of the building with no size, type or depth specified. Please figure 8" P.V.C. SDR26, starting 3' deep at the building and pitching to the manhole.
9. Excavation Contractors, for accounting purposes only, please list the cost for the Site Utility work on the Trade Bid Breakdown page of the Trade Bid Proposal Form.
10. Bidders are reminded that their **Trade Package #1 Bid Proposals are due at the Carol Stream Village Hall, NLT 10 am on Monday, April 24, 2017.**
11. End of Addendum #3.

Attachments,
Exhibit A (Addendum #3)

TO: BID PACKAGE #1 Demolition and Excavation
RE: **ADDENDUM #4**
PROJECT: **Carol Stream Municipal Center**
500 N. Gary Avenue, Carol Stream, Illinois
DATE: **April 21, 2017**

Please note this Addendum to the Bid Documents & Drawings for the referenced project. Take the changes to the Bid Documents & Drawings into consideration in preparing your Trade Bid Proposal due 4/24/17.

Bidders shall make note on their Trade Bid Proposal that this Addendum has been taken into consideration. Failure to do so may be sufficient cause to reject the Bid. This Addendum consists of 6 pages total.

1. **See the attached Addendum # 4 from Williams Architects.**
2. **Bidders are reminded that their Trade Package #1 Bid Proposals are due at the Carol Stream Village Hall, NLT 10 am on Monday, April 24, 2017.**
3. **End of Addendum #4.**

Attachments,
Williams Architects Addendum #4



April 23rd, 2017

RE: Village Hall and Police Station Addition/Renovation Anticipated Rough Schedule

Please see below for the expected start and finish dates for the referenced Project.

- **Project Mobilization**-May 14th
- **Begin Exterior & Interior Demolition**-May 15th
- **Separation of existing building**-May 17th
- **Exterior Demolition Completion**- June 9th
- **Dig elevator Pit**-June 19th
- **Interior Demolition Completion**- June 23rd

40 Calendar Days Total

Sincerely,

Joshua Roderick

**Joshua Roderick
Estimator/Project Manager
Signature Demolition Services Inc.
(708) 768.6264**

EXHIBIT "A"

DATE: April 19, 2017

TRADE: ALL TRADE BIDDERS (Addendum #3)

RE: Village Hall & Police Addition/Renovation
500 North Gary Avenue
Carol Stream, IL 60188

SCOPE DESCRIPTION OF WORK

The following list of items is being provided to the bidder as a guide for items of work that should be included in your bid proposal. Bidder shall provide, include and pay for, all labor, materials, permits, equipment, tools, lifts, scaffolding, acceptable insurance, applicable use and excise taxes, fees, etc., necessary for the proper execution and completion of the work, including, but not limited to:

1. Licenses, permits and fees other than the Full Building Permit Fee.
2. Coordination and scheduling with other trades as required. There will be no funds approved for lack of coordination and conflicts.
3. Jobsite hoisting and placement of materials in areas approved by the Project Manager/Jobsite Superintendent.
4. Maintain adjacent streets and sidewalks clean regularly or be BACKCHARGED accordingly.
5. Protect existing utilities (telephone, data, gas, electric, etc.) and infrastructure (sidewalks, curbs, aprons, etc.) by utilizing steel plates to bridge and drive over areas of concern located by the Village and/or J.U.L.I.E.
6. Provide and maintain safety procedures in accordance with the requirements of OSHA, local municipality, state and Federal Governments, the Construction Manager, Architect, and the Village, and attend weekly safety and coordination meetings.
7. Regular and complete clean up, debris and rubbish removal from the jobsite as required by each trade contractor. All trades are to provide their own dumpsters. Provide an Alternate Deduct if the Construction Manager elects to supply dumpsters. **Alternate Deduct _____ Lump Sum**
8. Finish caulking related to your scope of work is required by each trade contractor.
9. Visit the site prior to submitting your proposal and verify all existing conditions, utilities, etc. required in order to make proposal complete and all inclusive.
10. Trade contractors are to include all labor, material, equipment, tools, scaffolding, lifts, etc., necessary and required to complete the execution or installation of their work, unless otherwise indicated by the Construction Manager.
11. It is the responsibility of each Trade Contractor to review their scope of work and related specification sections to insure that they have included all requirement that have been outlined for this project.

EXHIBIT "A"

DATE: April 19, 2017

TRADE: ALL TRADE BIDDERS (continued)

RE: Village Hall & Police Addition/Renovation
500 North Gary Avenue
Carol Stream, IL 60188

12. The Construction Manager shall be the sole interpreters of the requirements of the bid documents and their decision shall be final and binding on all bidders. Submission of bid will be considered Bidder's confirmation and acceptance of the requirements of the bid documents, etc.
13. Bidder shall indicate the breakdown amount of labor, material and use & excise use taxes included in his bid proposal. Sales tax shall not be included in the bid amount as the Village is a tax exempt entity.
14. Bidders are advised that each trade contractor is required to warranty all his work, including labor, material and equipment provided for the project for two (2) years from the Date of Substantial Completion of the Entire Project and acceptance by the Village, not the customary one (1) year warranty. The bidders warranty shall be in addition to equipment suppliers' and manufacturer's warranties.
15. There will be no extras unless there is a change order requested by the Village and/or Construction Manager.
16. ALTERNATE BIDS MUST be included separate of, but with the Base Bid Proposal to be considered.
17. Provide written maintenance and cleaning procedures for all materials provided.
18. Duct hangers, pipe hangers, equipment hangers, multiple conduits, acoustical ceiling hangers, etc., shall be hung from top chord of joists only, not from bottom chord of joists.
19. All trade contractors are to refer to the architectural, civil, structural, mechanical and electrical engineering drawings for coordination of their work, etc.
20. Layout and elevations from grade level lot lines and benchmarks established by others. Any trade contractor requiring additional survey/layout is to provide it themselves. The Project Surveyor must be utilized in all cases.
21. All trade contractors are required to properly prepare and submit complete shop drawing submittal packages in a timely manner so as not to delay their work or that of effected trade contractors. All submittal items are required to be completed and under review within two (2) weeks of issuance of the letter of intent/ award by Construction Manager unless otherwise addressed in separate agreement. Trade contractors will be allowed two (2) reviews on a submittal item. Any cost incurred by the Construction Manager, Architect or their consultants associated with additional reviews will be deducted from monies to become due to the respective trade contractor.

EXHIBIT "A"

DATE: April 19, 2017

TRADE: ALL TRADE BIDDERS (continued)

RE: Village Hall & Police Addition/Renovation
500 North Gary Avenue
Carol Stream, IL 60188

SCOPE DESCRIPTION OF WORK

The following list of items is being provided to the bidder as a guide for items of work that should be included in your bid proposal. Bidder shall provide, include and pay for, all labor, materials, permits, equipment, tools, lifts, scaffolding, acceptable insurance, applicable use and excise taxes, fees, etc., necessary for the proper execution and completion of the work, including, but not limited to:

WARRANTY

MTI provides an industry-exclusive **TWO (2) YEAR WARRANTY** on completed projects to all of our clients. The terms of this warranty are as follows:

We, (**Trade Contractor name**) warrant to the Village of Carol Stream that all materials and equipment furnished under the subcontract will be new, unless otherwise specified, and that all Work will be of good quality, free from improper workmanship and defective materials and in conformance with the Drawings and Specifications. We agree to correct all Work performed under this agreement which proves to be defective in material and workmanship within a period of two years from the Date of Substantial Completion, or for such longer periods of time as may be set forth with respect to specific warranties contained in the Specifications. This warranty is expressly in lieu of all our rights and remedies at law or in equity.

We will secure required certificates of inspection, testing or approval and deliver them to the Village.

We, with the assistance of the Village's maintenance personnel, will check out the utilities and operations of systems and equipment for readiness, and will assist in their final start-up and testing.

NOTE: Each trade contractor shall warranty all labor, material and equipment provided for the project, for a period of Two (2) years from the Date of Substantial Completion of the entire project. The Trade Contractor warranty shall be in addition to equipment supplier's and manufacturer's standard warranties.

EXHIBIT "A":
DEMOLITION (Addendum #3)

DATE: April 19, 2017

TRADE:

RE: Village Hall & Police Addition/Renovation
500 North Gary Avenue
Carol Stream, IL 60188

SCOPE DESCRIPTION OF WORK

The following list of items is being provided to the bidder as a guide for items of work that should be included in your bid proposal. Bidder shall provide and pay for, all labor, materials, tax, equipment tools, means/methods, etc. necessary for the proper execution and completion of the work, including, but not limited to:

1. Filling out the proper paper work, permits and regulations including licenses, permits and fees necessary to secure the permit, final Inspections and permit close out, will be the responsibility of this Trade Contractor.
2. The Excavation Contractor is to install the sediment trapping devices in the storm basins prior to the Demolition Contractor's work scheduled to commence May 15, 2017. Demolition of the west, complete building demolition area is to be complete by June 9, 2017. The Excavation Contractor will mobilize and begin the mass earth and building excavation work by no later than June 12, 2017. Interior demolition of the east portion of the building demolition is to be complete by June 23, 2017. The Demolition Trade Contractor is required to have the equipment, manpower and supervision necessary to meet this schedule. No additional compensation will be given to the Demolition Contractor if these start dates are delayed due to others.
3. Perform all demolition work required by the plans and specifications, local municipality, EPA regulations, fire department.
4. Perform all Demolition work shown on all ASD, AD, ED, MD, and PD drawings except all tree removal, parkway sidewalk removal along Hiawatha Drive , the SD-24 drain tile removals, the SD-25 storm sewer and structures, SD26 sanitary sewer and structures, the asphalt removals at the sewer and east parking lot building addition which will be by the Excavation Contractor .
5. Coordinate with other related trades, as required.
6. Include complete removal from the site of all materials associated with the existing building that are shown to be removed.
7. Immediately notify the Construction Manager of any suspected hazardous materials uncovered.
8. Inspect existing conditions and familiarize yourself with your trade's work specified in this Exhibit A, the plans and specifications and advise the Construction Manager of any problems or discrepancies that are not consistent with the site conditions.
9. Any temporary fence that needs to be relocated and re-installed will be include in this trades scope of work.
10. All utility disconnects will be coordinated by this contractor. Before work commences insure that all utilities (gas, water, sewer, storm sewer, electric, fire suppression, phone, data, fire alarm) are either shut off or deemed safe to start work.
11. All utilities connected to the buildings, i.e. Storm/Sanitary and water are to be disconnected and sealed off in accordance to Civil Engineer and local Municipal requirements. The Site Utility Contractor will perform all sewer and water demolition beyond 5' of the foundation.
12. **Add a Contingency Allowance of \$10,000.00 to the bid for use in the event of unseen conditions that may exist. The allowance is to be utilized only as directed and approved by MTI, The Allowance**

EXHIBIT "A":

DATE: April 19, 2017

TRADE: DEMOLITION (continued)

RE: Village Hall & Police Addition/Renovation
500 North Gary Avenue
Carol Stream, IL 60188

13. is to be shown on the bid form. Any or all unused portion of the allowance will be returned to the Owner by deductive change order before the project is closed out,
14. All work in accordance with local codes, ordinances and O.S.H.A. requirements.
15. Include all rubbish and debris removal daily from jobsite as generated during the execution of your work.
16. Provide all dumpsters as required for this work.
17. Dewater site as necessary to prevent demolition equipment and demolition procedures from damaging subgrades. All water to be discharged on site to storm inlets with filter baskets installed.
18. Take care to protect all building and site elements that are to remain. Including tarping of 2 boilers that are to remain.
19. Clean parking lot and roads effected by demolition equipment, trucks, pumps and operations.
20. Remove old spray on fireproofing on existing structure members in the 1-story/lower level part of the building that is to remain. Steel columns & beams need to be cleaned of existing spray on fireproofing.
21. The demolition contractor is to make provisions to prevent the existing roofing materials to remain from blowing off the roof.
22. Provide all shoring for demolition work including engineering, calculations, and drawings, per specifications.

BID BOND
(Percentage)

Bond No. 63167897

KNOW ALL PERSONS BY THESE PRESENTS, That we Signature Demolition Services, Inc.
of 7548 W. 83rd Pl., Bridgeview, IL 60455

WESTERN SURETY COMPANY, hereinafter referred to as the Principal, and

as Surety, are held and firmly bound unto Village of Carol Stream

~~xx~~ hereinafter referred to as the Obligee, in the amount of
Ten Percent of the Amount Bid
(10%), for the payment of which we bind ourselves, our legal representatives,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for Village Hall & Police Addition/Renovation

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the damages which Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 24th day of April, 2017.

Principal

Signature Demolition Services, Inc.

BY: [Signature]

Surety

WESTERN SURETY COMPANY

BY: [Signature]
Ryan Brennan, Attorney-in-Fact



Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 63167897

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Ryan Brennan

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Signature Demolition Services, Inc.

Obligee: Village of Carol Stream

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of July 23rd, 2017, but until such time shall be irrevocable and in full force and effect.

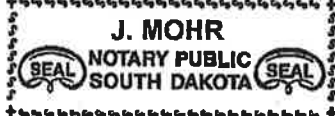
In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 24th day of April, 2017.



WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

On the 24th day of April, in the year 2017, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires June 23, 2021

J. Mohr
Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 24th day of April, 2017.

WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.



RE: Signature Demolition Services, Inc.

To Whom It May Concern:

Please be advised that we are the bonding agent for Signature Demolition Services. This contractor obtains their bonds through North American Specialty Insurance Company. As stated in the A.M. Best Rating Western Surety Company has a rating of A+, XV.

Western Surety Company would be willing to entertain a performance and payment bond request on behalf of Signature Demolition Services. Both the surety and the contractor would issue the bond in 100% of the total contract price subject to review of the contract documents.

This letter shall serve to verify that the information provided by Signature Demolition Services, in the pre-qualification form in regard to the surety and bonding information is correct. I trust that this information satisfies your inquiry. Should you require anything further, please do not hesitate to call.

Sincerely,

Ryan Brennan

Byrne Byrne & Company

847.363.8757

K T J

KLEIN, THORPE & JENKINS, LTD.
Attorneys at Law

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AGENDA ITEM
I-1 5-1-17

www.ktjlaw.com

MEMORANDUM

**TO: Mayor and Board of Trustees
Joseph E. Breinig, Village Manager
Edward Sailer, Chief of Police**

FROM: James A. Rhodes, Village Attorney

DATE: April 24, 2017

**RE: AN ORDINANCE AMENDING THE CAROL STREAM CODE OF
ORDINANCES, CHAPTER 14 "GENERAL OFFENSES", ARTICLE 2,
"OFFENSES AGAINST PERSONS, IN REGARD TO POWDERED AND
VAPORIZED ALCOHOL**

In 2016, the Illinois Legislature passed Public Act 99-0051 prohibiting the sale, delivery, receipt, or purchase of powdered alcohol within the State of Illinois. Powdered alcohol is a powder or crystalline substance which contains alcohol and which can be mixed with a liquid to produce an alcoholic beverage. Powdered alcohol may also be ingested by sprinkling on food or by inhalation. Due to the potency of the powdered alcohol, medical experts have determined that powdered alcohol may constitute a health risk. In addition, alcohol in powdered or liquid form may be inhaled through a device which mixes the alcohol with oxygen or some other gas to produce a vapor. Through vaporization, the potency of the alcohol is increased.

The attached ordinance makes the possession, sale, transfer, purchase or possession of powdered alcohol or alcohol vaporizers an ordinance violation within the Village which can be prosecuted by the Village Prosecutor.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CAROL STREAM CODE OF ORDINANCES, CHAPTER 14 "GENERAL OFFENSES", ARTICLE 2, "OFFENSES AGAINST PERSONS", IN REGARD TO POWDERED AND VAPORIZED ALCOHOL

WHEREAS, the Village of Carol Stream is a home rule unit pursuant to subsection (a) of Section 6 of Article VII of the Illinois Constitution of 1970; and

WHEREAS, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals and welfare; and

WHEREAS, the Mayor and Board of Trustees find that evidence exists that powdered alcohol constitutes a significant health risk, due its alcohol potency and its ability to be directly ingested or inhaled or consumed through vaporization; and

WHEREAS, in furtherance of its home rule powers, the Mayor and Board of Trustees hereby find that the sale, delivery, purchase and possession of powdered alcohol and alcohol vaporizers should be prohibited within the Village.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, DU PAGE COUNTY, ILLINOIS, in the exercise of its home rule powers, as follows:

SECTION 1: The Carol Stream Code of Ordinances, Chapter 14, "General Offenses", Article 2, "Offenses Against Persons", is hereby amended by creating a new Section 14-2-35 entitled "Powdered Alcohol", which shall read as follows

§14-2-35 Powdered Alcohol

- A. For purposes of this section, 'powdered alcohol' means any powder or crystalline substance containing alcohol, as defined in Section 1-3.01 of the Illinois Liquor Control Act of 1934 (235 ILCS 5/1-3.01).

- B. No person shall sell, offer for sale, or deliver, receive or purchase, or possess in the village any product consisting of or containing powdered alcohol.”

SECTION 2: The Carol Stream Code of Ordinances, Chapter 14, “General Offenses”, Article 2, “Offenses Against Persons”, is hereby amended by creating a new Subsection 14-2-36 entitled “Vaporized Alcohol”, which shall read as follows:

§14-2-36 Alcohol Vaporizers

- A. For purposes of this section, ‘alcohol vaporizer’ means any device designed, manufactured, marketed or used for the purpose of mixing alcoholic liquor with oxygen, air or another gas to produce a mist or vapor for inhalation or snorting for non-medicinal purposes. ‘Alcohol vaporizer’ shall not include medical devices as inhalers, nebulizers, atomizers or other devices properly prescribed by a physician and being used to dispense a prescribed medication to the holder of such prescription.
- B. No person shall possess, sell, offer for sale, deliver, receive, or purchase any alcohol vaporizer within the village.
- C. No person shall use a medical device such as an inhaler, nebulizer, atomizer or other device for the purpose of mixing alcoholic liquor with oxygen, air or another gas to produce a mist or vapor for inhalation or snorting for non-medicinal purposes within the village.

SECTION 3: Those sections, paragraphs and provisions of the Carol Stream Code of Ordinances which are not expressly amended or repealed by this Ordinance are hereby re-enacted, and it is expressly declared to be the intention of this Ordinance not to repeal or amend any portion of the Carol Stream Code of Ordinances other than those expressly amended or repealed in Sections 1 and 2 of this Ordinance.

SECTION 4: The invalidity of any section or provision of this Ordinance hereby passed and approved shall not invalidate other sections or provisions thereof.

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

PASSED AND APPROVED THIS ____ DAY OF _____, 2017.

AYES: _____

NAYS: _____

ABSENT: _____

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager

**REVIEWED AND
APPROVED BY:** Chief Ed Sailer

FROM: Deputy Chief J. Degnan

DATE: April 25, 2017

RE: Approval to Join NIPAS Basic and the Mobile Field Force

In the FY18 budget, the Police Departments identified a need to join NIPAS and subsequently the NIPAS Mobile Field Force (MFF) as a fallback position to the ILEAS emergency car plan. The NIPAS mutual aid plan provides for an automatic and systematic response of police manpower to the scene of police emergencies, as needed. Being a NIPAS basic member allows the Police Department the opportunity to join the NIPAS MFF, which provides a highly trained, highly skilled police unit designed to provide rapid, organized and disciplined response to civil disorder, crowd control or other similar situations.

I recommend that the Village Board pass the NIPAS Ordinance, which will allow the execution of the Agreement with NIPAS for the Carol Stream Police Department to become a NIPAS basic member.

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING AND APPROVING THE EXECUTION
OF AN AGREEMENT BETWEEN THE VILLAGE OF CAROL STREAM,
DUPAGE COUNTY, ILLINOIS AND THE NORTHERN ILLINOIS
POLICE ALARM SYSTEM**

WHEREAS, the Village of Carol Stream (herein after referred to as the “Village”) is a home rule unit of local government under Article VII, Section 6 of the 1970 Illinois Constitution and, except as limited by such Section, it may exercise any power and perform any function pertaining to its government affairs; and

WHEREAS, approximately one hundred five (105) suburban communities have formed an organization known as Northern Illinois Police Alarm System (N.I.P.A.S.); and

WHEREAS, the purpose of NIPAS is to establish procedures to be followed in an emergency situation that threatens or causes loss of life and property and exceeds the physical and organizational capabilities of a single unit of local government; and

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois authorizes units of local government to contract and associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, under said Constitutional provision, participating units of local government may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Intergovernmental Cooperation Act, as amended (5 ILCS 220/1, et seq.) authorizes units of local government to exercise, combine, transfer, and enjoy jointly any power or powers, privileges, functions, or authority exercised or which may be exercised by any one of them, and to enter into intergovernmental agreements for that purposes; and

WHEREAS, the Mayor and Board of Trustees, after due investigation, have determined that it is in the best interest of the Village to become members of NIPAS and hereby authorize and approve the execution of an agreement for membership to provide for a police disaster response system.

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

SECTION 1: The foregoing recitals are incorporated into this Ordinance as the findings of the Mayor and Board of Trustees.

SECTION 2: The Northern Illinois Police Alarm System Agreement (herein after referred to as the “Agreement”) is hereby approved, and the Mayor, Chief of Police, and the Village Clerk are, respectively, authorized to execute and attest to the Agreement in the form attached hereto as Exhibit “A” on behalf of the Village of Carol Stream.

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

PASSED AND APPROVED THIS ____ DAY OF _____, 2017.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

Laura Czarnecki, Village Clerk



Northern Illinois Police Alarm System

Agreement

The undersigned municipalities agree pursuant to Article VII, Section 10 of the Constitution of the State of Illinois and Chapter 5 Act 220; Chapter 65 Act 5, Article 1, Division 4, Section 5/1-4-6; and Chapter 65 Act 5, Article 11, Division 1, Section 5/11-1-2.1; and Chapter 745 Act 10, Article VII, Illinois Compiled Statutes, as follows:

Section 1 Purpose of Agreement

This agreement is made in recognition of the fact that natural occurrences, or man-made occurrences, may result in situations which are beyond the ability of the individual community to deal with effectively in terms of manpower and equipment resources on hand at a given time. Each community named (Appendix 1) has and does express its intent to assist its neighbor communities by assigning some of its manpower and equipment resources to an affected community as resources and situations allow. The specific intent of this agreement is to permit the Police Departments of each community to more fully safeguard the lives, persons, and property of all citizens.

Section 2 Definitions

For the purpose of this agreement, the following terms are defined as follows:

Northern Illinois Police Alarm System (NIPAS): An organization of Northern Illinois Police Departments participating in this mutual aid agreement.

Disaster: An emergency situation that threatens or causes loss of life and property and exceeds the physical and organizational capabilities of a unit of local government.

Municipality: A city, village, or town having a recognized Police Department.

Mutual aid: A definite and prearranged written agreement and plan whereby regular response and assistance is provided in the event of alarms from locations in a stricken municipality by the aiding municipalities in accordance with the police alarm assignments as developed by the Police Chiefs of the participating municipalities.

Participating municipalities: A municipality that commits itself to this mutual aid agreement by adopt-

ing an ordinance authorizing participation in the program with other participating municipalities for rendering and receiving mutual aid in the event of disaster in accordance with the police alarm assignments.

Stricken municipality: The municipality in which a disaster occurs that is of such magnitude that it cannot be adequately handled by the local Police Department.

Aiding municipality: A municipality furnishing police equipment and manpower to a stricken municipality.

Police alarm assignments: A pre-determined listing of manpower and equipment that will respond to aid a stricken municipality.

Section 3 Agreement to Effectuate the Mutual Aid Plan

The Village President, Mayor, or Board of Trustees of each participating municipality is authorized on behalf of that municipality to enter into and from time to time alter and amend on the advice of the Police Chief and with the consent of the governing body of that municipality, an agreement with other municipalities for mutual aid according to the following:

A. Whenever a disaster is of such magnitude and consequence that it is deemed advisable by the senior officer present, of the stricken municipality, to request assistance of the aiding municipalities, he is hereby authorized to do so, under the terms of this mutual aid agreement and the senior officer present of the aiding municipalities are authorized to and shall forthwith take the following actions:

- Immediately determine what resources are required according to the mutual aid police alarm assignment.
- Immediately determine if the required equipment and personnel can be committed in response to the request from the stricken municipality.
- Dispatch immediately the personnel and equipment required to the stricken municipality in accordance with the police alarm assignment.

continued on reverse

B. The rendering of assistance under the terms of this mutual aid agreement shall not be mandatory in accordance with the police alarm assignments if local conditions prohibit response. In that event it is the responsibility of the aiding municipality to immediately notify the stricken municipality of same.

C. The senior officer present, of the stricken municipality, shall assume full responsibility and command for operations at the scene. He will assign personnel and equipment, of the aiding municipalities, to positions when and where he deems necessary.

D. It is expected that requests for mutual aid under this agreement will be initiated only when the needs exceed the resources of the stricken municipality. Aiding municipalities will be released and returned to duty in their own community as soon as the situation is restored to the point which permits the stricken municipality to satisfactorily handle it with its own resources or, as per Item B above, when an aiding municipality so desires.

E. All service performed under this agreement shall be rendered without reimbursement of any party from the other(s). Requests for indemnification for unusual or burdensome costs incurred in the performance of mutual aid may be submitted by the aiding municipality to the stricken municipality. Indemnification of such costs shall be at the discretion of the respective elected Board or Councils.

F. Each participating municipality assumes the responsibility for members of its police force acting pursuant to this agreement, both as to indemnifi-

cation of said police officers as provided for by Chapter 65 ILCS 5/1-4-6, and as to personal benefits to said police officers, all to the same extent as they are protected, insured, indemnified and otherwise provided for by the Statutes of the State of Illinois and the ordinances of the participating municipalities when acting solely within their own corporate limits.

G. The Police Chiefs of the participating municipalities shall maintain a governing board and establish an operational plan for giving and receiving aid under this agreement. Said plan shall be reviewed, updated and tested at regular intervals.

**Section 4
Termination**

Any municipality may withdraw from the Northern Illinois Police Alarm System agreement by notifying the Police Chiefs of the other participating municipalities in writing, whereupon the withdrawing municipality will terminate participation ninety (90) days from the date of written notice.

**Section 5
Adoption**

This mutual aid agreement shall be in full force and in effect with the passage and approval of a companion ordinance by all participating municipalities, in the manner provided by law, and in the signing of this agreement by the Village President, City Mayor or Trustees of a municipality.

IN WITNESS WHEREOF, this Agreement has been duly executed by the following parties:

(seal)

Name of Municipality

President/Mayor

Chief of Police

ATTEST:

Clerk

Date

AN ORDINANCE APPROVING AN AMENDMENT TO A SPECIAL USE PERMIT FOR A PLANNED UNIT DEVELOPMENT, SPECIAL USE PERMIT FOR AN AUTO SERVICE STATION, SPECIAL USE PERMIT FOR AN AUTO LAUNDRY, AND FINAL PUD APPROVAL (BUCHANAN ENERGY/BUCKY'S EXPRESS, 870 W. ARMY TRAIL ROAD/1340 N. COUNTY FARM ROAD)

WHEREAS, Richard McMahon of Buchanan Energy, hereinafter referred to as the Petitioner, has petitioned the Village of Carol Stream for an Amendment to a Planned Unit Development as provided in Sections 16-9-4 (C)(1) and 16-9-2 (C)(1) of the Carol Stream Code of Ordinances, a Special Use Permit for an Auto Service Station as provided in Section 16-9-4 (C)(3) of the Carol Stream Code of Ordinances; a Special Use Permit for an Auto Laundry as provided in Section 16-9-4 (C)(2) of the Carol Stream Code of Ordinances, and Final PUD Approval as provided in 16-16-8 of the Carol Stream Code of Ordinances, on the property legally described in Section 2 herein and commonly known as 870 W. Army Trail Road and 1340 N. County Farm Road, Carol Stream, Illinois; and

WHEREAS, pursuant to Section 16-15-8 of the Carol Stream Code of Ordinances, the Combined Plan Commission/Zoning Board of Appeals held a public hearing on the above petition on April 24, 2017, following proper legal notice of said public hearing, after which the Commission recommended to the Mayor and Board of Trustees of the Village that the Special Use Permits be approved; and

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

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

SECTION 1:

The Mayor and Board of Trustees of the Village of Carol Stream, after examining the Petition for the Special Use Permit for an Amendment to a Planned Unit Development, Special Use Permit for an Auto Service Station, Special Use Permit for an Auto Laundry, and Final PUD Approval, and the Findings and Recommendations of the Combined Plan Commission / Zoning Board of Appeals, have determined and find that the requested Special Use Permits:

1. Are deemed necessary for the public convenience at the location. *The redevelopment of the southwest corner of Army Trail and County Farm Roads with a modern gas station, car wash, and convenience store facility will provide a convenient amenity for the public at this location.*
2. Will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare. *The redevelopment and reuse of these two properties would not be detrimental to or endanger the public health, safety, morals, comfort or general welfare.*

3. Will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. *The redevelopment of the properties represents a significant reinvestment and should not be injurious to the use or enjoyment of other property in the immediate vicinity, nor substantially diminish or impair property values within the neighborhood.*
4. Will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district. *Surrounding properties are primarily developed, excluding outlots at Heritage Plaza to the east. Staff does not believe there should be any impacts on the normal and orderly development and improvement of surrounding residential and commercial properties.*
5. Will provide adequate utilities, access roads, drainage and other important and necessary community facilities. *Adequate utilities, access roads, drainage and other public improvements are already in place.*
6. Will conform to the applicable regulations of the district in which it is located, except as the Village Board may in each instance modify such regulations. *The proposal is expected to conform to all applicable codes and requirements.*

SECTION 2:

The Special Use Permits, as set forth in the above recitals, are hereby approved and granted to Buchanan Energy/Bucky's Express, subject to the conditions set forth in Section 3, upon the real estate commonly known as 870 W. Army Trail Road and 1340 N. County Farm Road, Carol Stream, Illinois, and legally described as follows:

THAT PART OF THE NORTHEAST ¼ OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF COUNTY FARM ROAD, ACCORDING TO THE HIGHWAY DEDICATION RECORDED AS DOCUMENT R79-93602, WITH THE CENTER LINE OF ARMY TRAIL ROAD, ACCORDING TO THE HIGHWAY DEDICATION RECORDED AS DOCUMENT 453492; THENCE WESTERLY ON THE CENTER OF SAID ARMY TRAIL ROAD, 248.60 FEET; THENCE SOUTHERLY PERPENDICULAR TO THE CENTER LINE OF SAID ARMY TRAIL ROAD 237.62 FEET; THENCE EASTERLY PARALLEL WITH THE CENTER LINE OF SAID ARMY TRAIL ROAD, 277.45 FEET TO A POINT OF INTERSECTION WITH THE CENTER LINE OF SAID COUNTY FARM ROAD; THENCE NORTHERLY ON THE CENTER LINE OF SAID COUNTY FARM ROAD; 239.37 FEET TO THE POINT OF BEGINNING (EXCEPTING THEREFROM ALL THAT PART TAKEN FOR HIGHWAY PURPOSES ACCORDING TO DOCUMENTS R79-93602 AND 453492) ALL IN DUPAGE COUNTY, ILLINOIS.

AND

THAT PART OF LOT 5 IN COUNTY FARM CENTER RESUBDIVISION, BEING A RESUBDIVISION IN THE NORTH HALF OF SECTION 24, TOWNSHIP 40 NORTH,

RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED AS DOCUMENT R93-011956, AS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 5 IN COUNTY FARM CENTER RESUBDIVISION, THENCE SOUTH 01 DEGREES 40 MINUTES 23 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT, 103.00 FEET; THENCE SOUTH 87 DEGREES 08 MINUTES 43 SECONDS WEST; 230.00 FEET; THENCE NORTH 00 DEGREES 14 MINUTES 20 SECONDS EAST, 135.00 FEET TO A NORTHEASTERLY CORNER OF SAID LOT FIVE; THENCE SOUTH 84 DEGREES 47 MINUTES 53 SECONDS EAST; ALONG THE NORTHERLY LINE OF SAID LOT, 227.08 FEET TO THE POINT OF BEGINNING ALL IN DUPAGE COUNTY, ILLINOIS

hereinafter referred to as the Subject Property.

SECTION 3:

The approval of the Special Use Permits granted in Section 1 herein is subject to the following conditions:

1. That the landscape materials must be installed as shown on the landscape plan and that all materials must be maintained in a neat and healthy condition, with dead or dying materials being replaced in accordance with the approved plan on an annual basis;
2. That prior to submitting the application for the building permit, the applicant must submit revised Final PUD and Landscape Plans showing curbed landscape islands at each end of the row of parking immediately in front (north) of the building, with each island measuring a minimum of 120 square feet in area, and with a shade or ornamental tree (minimum two-inch caliper) to be installed in each island;
3. That all trash dumpsters and recycling containers placed outdoors must be kept within a code compliant trash enclosure, and that the enclosure gates must be closed and latched at all times, except when trash containers are being accessed by employees or emptied by the trash collection service;
4. That the gas station canopies be covered with the same masonry materials as the convenience store building as depicted in the color elevation drawings;
5. That the dumpster enclosure, gasoline price signs bases, and shopping center ground sign base be constructed of the same masonry material as the convenience store building;
6. That no other outdoor merchandise display or storage other than as shown on the Final PUD Plan shall be allowed on the property; and
7. That the site must be maintained and the business must be operated in accordance with all State, County and Village codes and regulations.

SECTION 4:

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

1. Final PUD Plan (Exhibit A dated April 11, 2017) prepared by Craig R. Knoche & Associates Civil Engineers, P.C., 1161 Commerce Drive, Geneva, IL 60134.
2. Grading Plan (Exhibit B dated March 23, 2017) prepared by Craig R. Knoche & Associates Civil Engineers, P.C., 1161 Commerce Drive, Geneva, IL 60134.
3. Landscape Plan (Exhibit C dated April 17, 2017) prepared by David R. McCallum Associates, Inc., 350 N. Milwaukee Avenue, Libertyville, IL, 60048.
4. Floor Plan (Exhibit D dated March 27, 2017) prepared by Robert W. Engel and Associates, Architects, 2110 S. 156th Circle, Omaha, NE, 68130.
5. Exterior Elevations (Exhibit E dated March 29, 2017) prepared by Robert W. Engel and Associates, Architects, 2110 S. 156th Circle, Omaha, NE, 68130.
6. Trash Enclosure Detail (Exhibit F dated March 29, 2017) prepared by Robert W. Engel and Associates, Architects, 2110 S. 156th Circle, Omaha, NE, 68130.
7. Vacuum/Air Pump Detail (Exhibit H) prepared by J.E. Adams Industries, Ltd.
8. Brick Exhibit (Exhibit I) prepared by Buchanan Energy, 2500 Brickvale Drive, Elk Grove Village, IL 60007.
9. Signage Site Plan (Exhibit J-1 dated January 20, 2017) prepared by Omaha Neon Sign Co., Inc., 1120 N. 18th Street, Omaha, NE 68102.
10. Signage for Front Building Elevation (Exhibit J-2 dated January 20, 2017) prepared by Omaha Neon Sign Co., Inc., 1120 N. 18th Street, Omaha, NE 68102.
11. Signage for Front Building Elevation (Exhibit J-3 dated January 20, 2017) prepared by Omaha Neon Sign Co., Inc., 1120 N. 18th Street, Omaha, NE 68102.
12. Signage for Front Building Elevation (Exhibit J-4 dated January 20, 2017) prepared by Omaha Neon Sign Co., Inc., 1120 N. 18th Street, Omaha, NE 68102.
13. Signage for Left Building Elevation (Exhibit J-5 dated January 20, 2017) prepared by Omaha Neon Sign Co., Inc., 1120 N. 18th Street, Omaha, NE 68102.
14. Signage for Left/Right Building Elevations (Exhibit J-6 dated January 20, 2017) prepared by Omaha Neon Sign Co., Inc., 1120 N. 18th Street, Omaha, NE 68102.
15. Menu Board Sign Detail (Exhibit J-7 dated January 20, 2017) prepared by Omaha Neon Sign Co., Inc., 1120 N. 18th Street, Omaha, NE 68102.
16. County Farm Road Monument Sign Detail (Exhibit J-8 dated April 13, 2017) prepared by Omaha Neon Sign Co., Inc., 1120 N. 18th Street, Omaha, NE 68102.

17. Canopy Overview (Exhibit J-9 dated January 20, 2017) prepared by Omaha Neon Sign Co., Inc., 1120 N. 18th Street, Omaha, NE 68102.
18. Canopy Front View (Exhibit J-10 dated January 20, 2017) prepared by Omaha Neon Sign Co., Inc., 1120 N. 18th Street, Omaha, NE 68102.
19. Army Trail Road/County Farm Road Monument Sign Detail (Exhibit J-11 dated April 13, 2017) prepared by Omaha Neon Sign Co., Inc., 1120 N. 18th Street, Omaha, NE 68102.
20. Canopy Elevation (Exhibit J-12 dated March 8, 2017) prepared by Omaha Neon Sign Co., Inc., 1120 N. 18th Street, Omaha, NE 68102.
21. County Farm Plaza Shopping Center Sign Drawing (Exhibit J-13 dated April 11, 2017) prepared by Omaha Neon Sign Co., Inc., 1120 N. 18th Street, Omaha, NE 68102.

SECTION 5:

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

SECTION 6:

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

PASSED AND APPROVED THIS 1st DAY OF MAY, 2017.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr. Mayor

ATTEST:

Laura Czarnecki, Village Clerk

I, Richard McMahon, being the owner and/or party in interest of the Subject Property legally described in this ordinance, do hereby accept, concur, and agree to develop and use the Subject Property in accordance with the terms and conditions of this Ordinance, and I understand that if I do not do so, I am subject to the penalties set forth in Section 16-17-7 A and B of the Carol Stream Code of Ordinances, and/or termination of the special use permits. Buchanan Energy/Bucky's Express further agrees to indemnify, hold harmless and defend the Village, and its officers, agents and employees from any and all claims, lawsuits, liabilities damages and costs incurred as a result of the approvals as granted herein.

Date

Owner/Party In Interest



SITE ANALYSIS

SITE
 SWC Army Trail Road & County Farm Road
 Carol Stream, IL
 Proposed Use Convenience Store/Gas Station (Service Station) & Carwash (Automobile Laundry)
 Existing Zoning B-3
 Required Zoning B-3 PD

Parcel Area 67,120 sf ±1.54 Acres
 Building Area 7,144 sf Service Station, 2,296 sf Automobile Laundry
 Floor Area Ratio Reqd (Max) 0.60
 Provided 0.14

SETBACKS

	Front Yard (Army Trail)	Rear Yard	Front Yard (County Farm)	Side Yard
Building Setback	100' Provided 195.1'	40' 21.4'	100' 63.2'	0' 31.7'
Green Space Setback	10' Provided 24.5'	10' 21.4'	10' 10'	0' 4.7'

PARKING

Quantity Reqd	31 = 2 + 1 x 7,144/250 10 = 10 41 Required	Service Station (2 + 1 per 250 of gross floor area) Automobile Laundry (10 reservoir)
Provided	32 = 20 Standard + 2 ADA + 10 stacking	
Stall Size Required	9.5' x 18' (Standard)	
Provided	9.5' x 18' (Standard), 16' x 18' (ADA), 9.5' x 18' (Vacuum Stall)	
Driveway Width Minimum	24'	
Provided	24'	

LEGEND



SITE NOTES

- ALL DIMENSIONS ARE BACK OF CURB UNLESS OTHERWISE NOTED.
- ALL CURB RADIUS ARE BACK OF CURB UNLESS OTHERWISE NOTED.
- CONTRACTOR TO VERIFY DIMENSIONS PRIOR TO STARTING WORK AND NOTIFY ENGINEER IF ANY DISCREPANCIES ARE FOUND.
- SIDEWALK AROUND PERIMETER OF BUILDING SHALL BE INTEGRAL CURB AND SIDEWALK EXCEPT AT HANDICAP STALL LOCATIONS WHERE IT IS TO BE WALK/PAVEMENT UNLESS OTHERWISE SPECIFIED ON PLANS.
- CONTRACTOR WILL BE RESPONSIBLE FOR REPAIRING ALL EXISTING PAVEMENT DAMAGED DURING CONSTRUCTION.
- SEE DETAILS FOR BITUMINOUS AND CONCRETE PAVEMENT SECTIONS.
- CONTRACTOR TO PROVIDE TEMPORARY TRAFFIC CONTROL MEASURES DURING CONSTRUCTION OF ENTRANCE OF P.D.R. IN ACCORDANCE W/ ILLINOIS D.O.T. REQUIREMENTS.
- ADA HANDICAP RAMPS SHALL BE INSTALLED AT ALL LOCATIONS DELINEATED ON PLANS AS WELL AS AT ALL LOCATIONS WHERE SIDEWALK ABUTS DRIVES OR ROADWAYS.
- CONTRACTOR SHALL COMPARE ARCHITECTURAL AND ENGINEERING PLANS FOR INTERFACE COMPATIBILITY.
- ALL CURB AND GUTTER SHALL BE 86.12 UNLESS OTHERWISE NOTED ON PLANS.
- PAVEMENT STRIPING TO BE TRAFFIC YELLOW TWO COATS UNLESS OTHERWISE SPECIFIED ON PLANS.

SITE IMPERVIOUS

EXISTING IMPERVIOUS AREA = 47,908 SF
 PROPOSED IMPERVIOUS AREA = 54,561 SF
 NET IMPERVIOUS = 6,653 SF

VOLUME CONTROL IS PROPOSED PER SECTION 15-64 OF THE DUPAGE COUNTY CSFPO.
 TOTAL VOLUME CONTROL PROVIDED IS EQUAL TO 54,561 SF ± 1.23', OR 5,684 CU.FT.

EXEMPTIONS

Provision	Requirement	Exemption Requested
Front Yard Building Setback (East Side of Property/ County Farm Road Side)	100'	36'
Rear Yard Building Setback	40'	19'
Parking Lot Landscape	4% (1,400 sf)	1% (300 sf)
Vacuum % Air Equipment Setback	35'	5'
Outside Merchandise Display	20 sf ² (propane tanks only)	16 sf (outdoor seasonal merchandise)

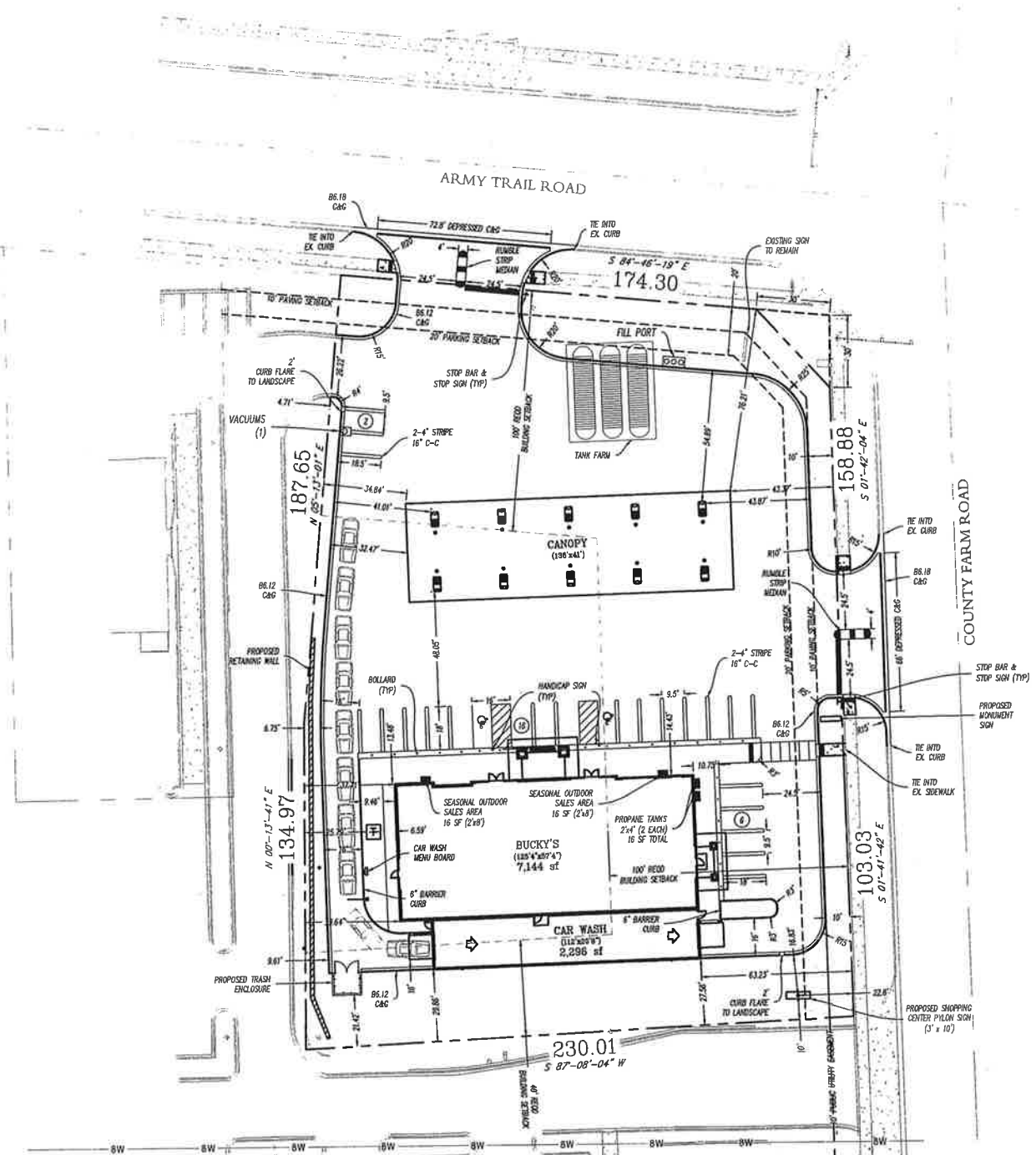


EXHIBIT A

REVISIONS

NO.	DATE	DESCRIPTION
4	4/11/17	PER OWNER
3	3/23/17	PER OWNER
2	3/15/17	PER OWNER
1	2/21/17	PER VILLAGE COMMENTS

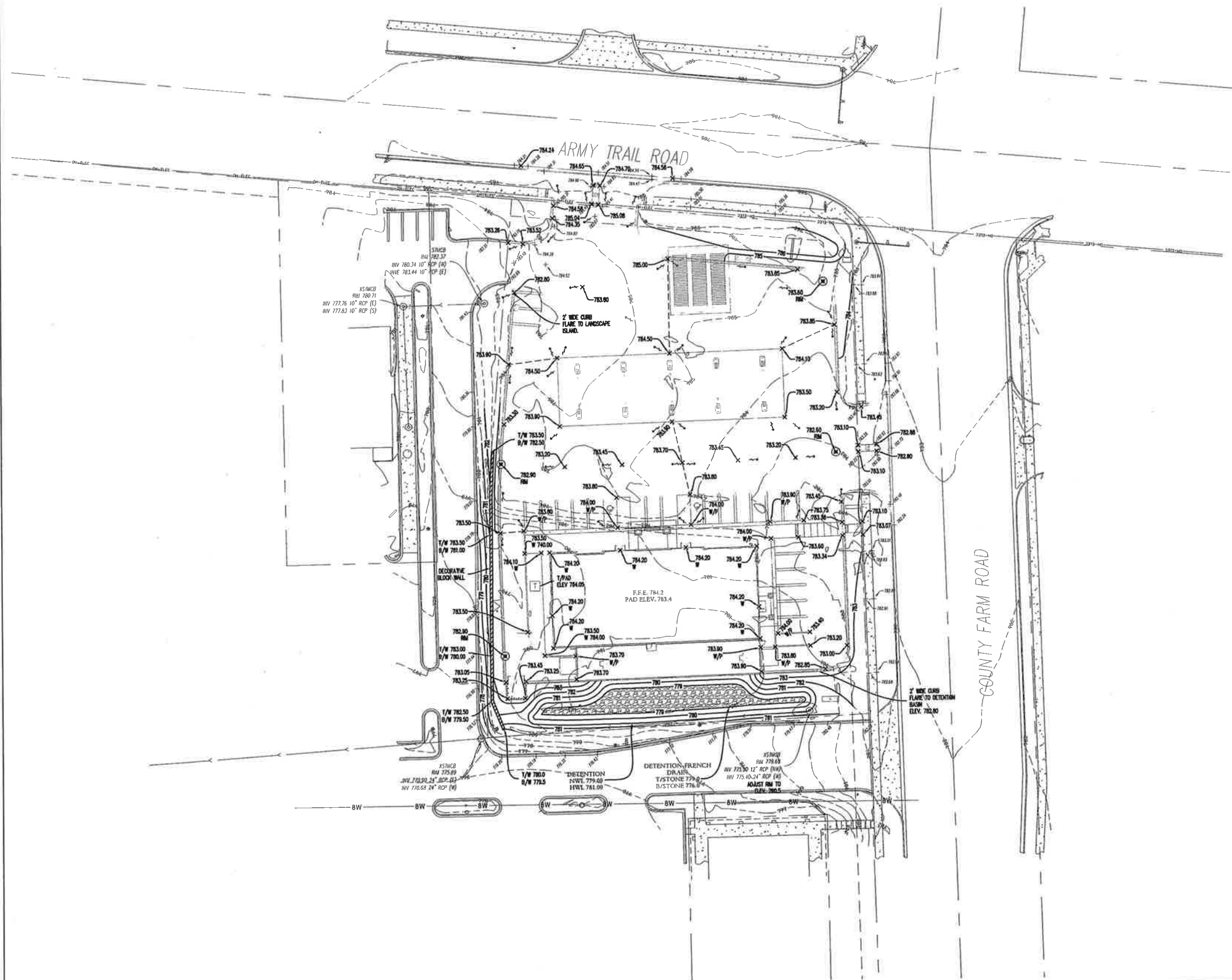
FINAL PUD PLAN

BUCKY'S
 SWC ARMY TRAIL ROAD & COUNTY FARM ROAD
 CAROL STREAM, ILLINOIS

Craig R. Knoche & Associates
 Civil Engineers, P.C.
 1161 Commerce Drive • Geneva, IL 60134 • Phone (630) 849-1270 • Fax (630) 849-1275

DATE: 1/20/17
 FILE: 16-045 C10
 JOB NO: 518
 SHEET NO: C1.1

BUCKY'S CAROL STREAM, ILLINOIS



LEGEND

	EXISTING	PROPOSED
PAVEMENT GRADE	+	+475.00
WALK GRADE	+	+475.00
BACK OF CURB GRADE	+	+475.00
GROUND GRADE	+	+475.00
RIM GRADE	+	+475.00
STORM STRUCTURE		○
CONTOURS	- - -	-475-
EMERGENCY OVERFLOW		➔
FLOW DIRECTION		➔
RIDGELINES		- - -
REVERSE CURB		~ ~ ~

ALL PROPOSED GRADES ARE EDGE OF PAVEMENT UNLESS OTHERWISE NOTED. SEE BELOW FOR TOP OF CURB ELEVATION CORRELATION.

T/CURB = (P.W.T. GRADE) + 0.44 (NORMAL PITCH CURB)
 T/CURB = (P.W.T. GRADE) + 0.56 (REVERSE PITCH CURB)

- GRADING NOTES**
- GENERAL CONTRACTOR SHALL VERIFY EXISTING CONTOURS AND NOTIFY ENGINEER OF ANY DISCREPANCIES.
 - THE GENERAL CONTRACTOR SHALL SPREAD SPILLS FROM UTILITY CONTRACTORS WORK TO BALANCE THE SITE TO THE EXTENT POSSIBLE.
 - EROSION CONTROL MEASURES INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING: SILT FABRIC SHALL BE PLACED ON EACH SANITARY STRUCTURE UNTIL CONSTRUCTION IS COMPLETED. FABRIC SHALL OVERLAP SANITARY MANHOLE OPENING A MINIMUM OF ONE (1) FOOT ON EACH SIDE WITH THE SOLID GRATE PLACED ON TOP OF FABRIC TO PREVENT SILT FROM ENTERING SANITARY SYSTEM. SILT FENCE AROUND PERIMETER SHALL REMAIN IN PLACE AND BE MAINTAINED UNTIL CONSTRUCTION IS COMPLETED. ALL INLET STRUCTURES SHALL BE PROTECTED WITH INLET BASKETS.
 - THE GENERAL CONTRACTOR IS RESPONSIBLE FOR EROSION CONTROL MEASURES. CONTRACTOR SHALL INSTALL EROSION CONTROL MEASURES PRIOR TO THE START OF CONSTRUCTION AND MAINTAIN SUCH MEASURES UNTIL GRADING IS COMPLETE. PARKING LOT IS PAVED AND VEGETATION HAS BEEN ESTABLISHED. IF THERE IS NO GENERAL CONTRACTOR, IT WILL THEN BE THE RESPONSIBILITY OF THE GRADING CONTRACTOR TO INSTALL AND MAINTAIN EROSION CONTROL MEASURES.
 - THE CONTRACTOR RESPONSIBLE FOR THE INSTALLATION OF THE EROSION CONTROL DEVICES SHALL MAINTAIN ALL STORM WATER POLLUTION DEVICES THROUGHOUT CONSTRUCTION AND UNTIL ALL UNFRAMED OR NON-BUILDING AREAS HAVE A UNIFORM PERMANENT VEGETATIVE COVER WITH A DENSITY OF 70 PERCENT OR GREATER. MAINTENANCE INCLUDES WEEKLY INSPECTIONS OR AN INSPECTION FOLLOWING A RAINFALL OF 1/2 INCH IN A 24-HOUR PERIOD. THE CONTRACTOR MUST SUBMIT A COPY OF THE INSPECTION REPORT TO THE OWNER AND ENGINEER AT THE END OF EACH MONTH AND KEEP A COPY OF THE REPORT ON THE CONSTRUCTION SITE UNTIL THE REQUIRED VEGETATIVE COVER IS IN PLACE.
 - IF ADDITIONAL EROSION CONTROL MEASURES NOT SHOWN ON THESE DRAWINGS ARE REQUIRED TO STOP OR PREVENT EROSION OR ARE REQUIRED BY ANY AUTHORITY HAVING JURISDICTION, IT SHALL BE THE GENERAL CONTRACTOR'S RESPONSIBILITY TO INSTALL SUCH DEVICES. THE OWNER OR ENGINEER SHALL BE NOTIFIED OF THE ADDITIONAL WORK AND COST PRIOR TO INSTALLATION.
 - THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING THE OWNER AND ENGINEER, IN WRITING, OF ANY ADDITIONAL SOURCES OF STORM WATER POLLUTION OBSERVED DURING CONSTRUCTION AND THE ADDITIONAL COSTS REQUIRED TO PREVENT ADDITIONAL POLLUTION.
 - SEE SOILS REPORTS FOR TESTING REQUIREMENTS. THE FINAL SOILS REPORTS ARE DATED AS FOLLOWS: SOIL REPORT AND BORINGS PREPARED BY TERRACON CONSULTANTS DATED AUGUST 6, 2013.

EXHIBIT B

REVISIONS

NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
3	3/23/17	PER OWNER			
2	3/16/17	PER OWNER			
1	2/21/17	PER VILLAGE COMMENTS			

GRADING PLAN

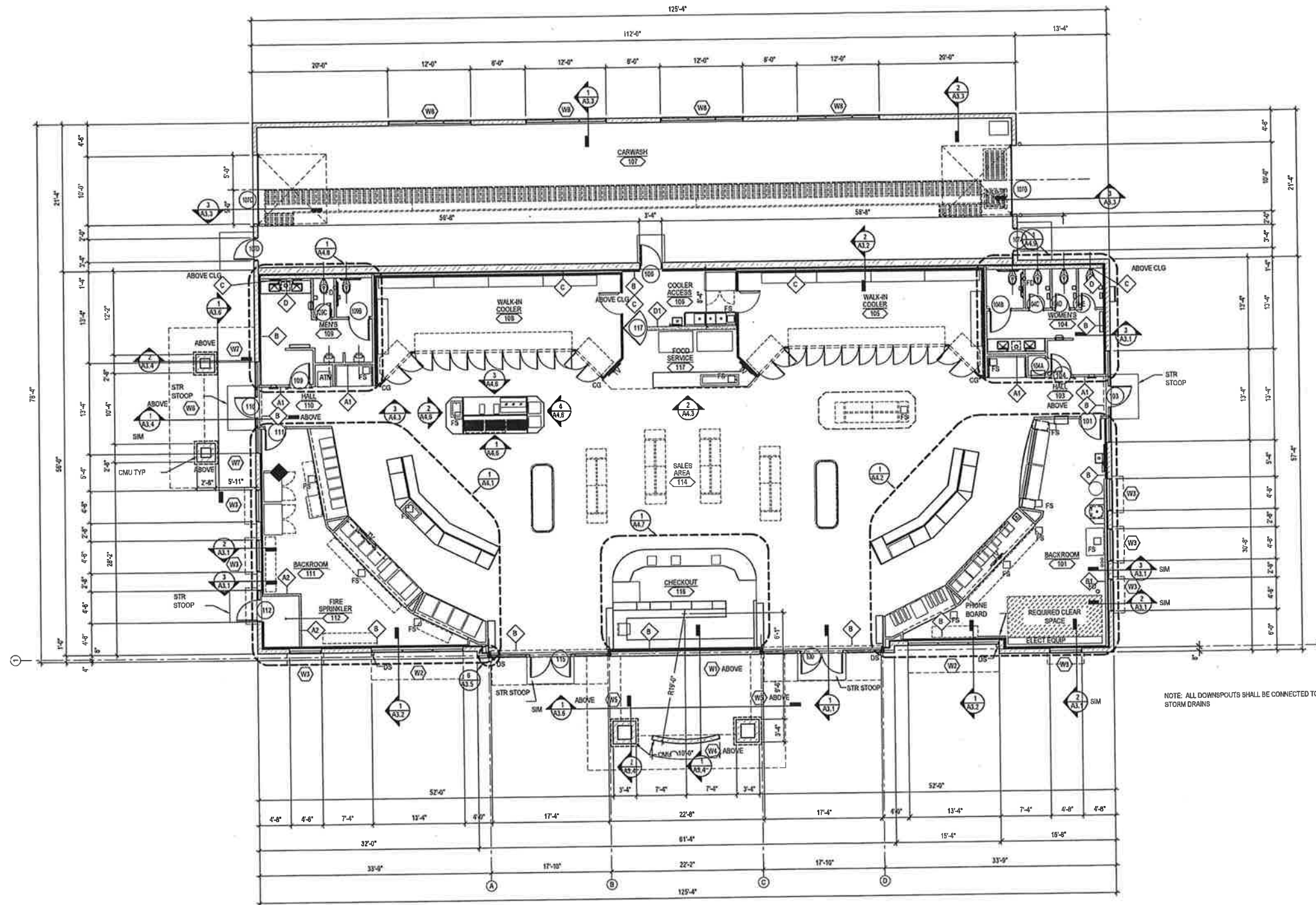
BUCKY'S
 SEC NORTH AVENUE & ARDMORE STREET
 CAROL STREAM, ILLINOIS

Craig R. Knoche & Associates
 Civil Engineers, P.C.

DATE:	1/20/17
FILE:	16-045 C20
JOB NO.:	518

C2.1
 SHEET NO.

CAROL STREAM, ILLINOIS



FLOOR PLAN

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

EXHIBIT D

BUCKY'S EXPRESS #518

CAROL STREAM, ILLINOIS

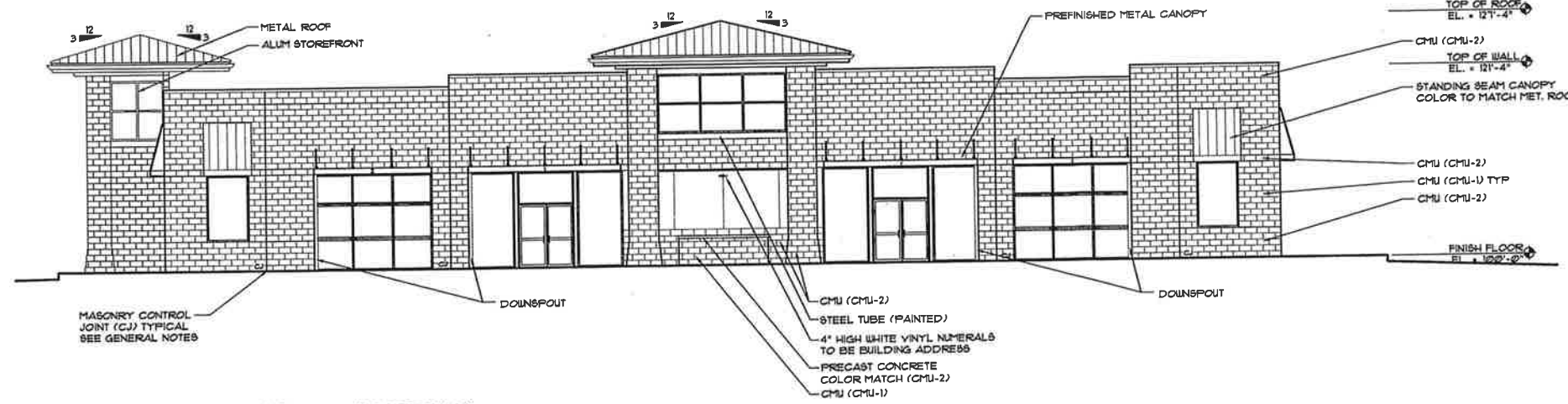
ROBERT W. ENGEL AND ASSOCIATES, ARCHITECTS

2110 South 156th Circle
Omaha, NE 68130-2503
(402) 330-8287 Fax: (402) 330-8331
email: RWEArchitects@RWEArchitects.com



Project Number:	0717	Issue Date:	March 27, 2017
Drawn By:	GS	Revisions to the Set:	
Checked By:	RWE	No.	Date
Sheet Name:	FLOOR PLANS AND NOTES	No.	Date

A1.1



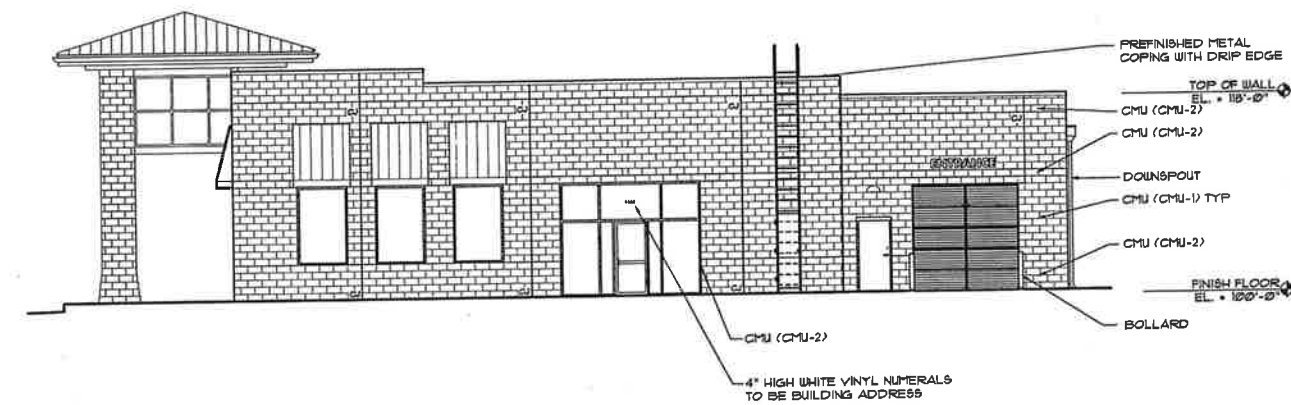
FRONT BUILDING ELEVATION (NORTH)
SCALE: 1/8" = 1'-0"

EXTERIOR FINISHES				
MARK	PRODUCT	MANUFACTURER	COLOR	FINISH
CMU-1	8"x8"x16"	HEADWATERS CONCRETE	TERRA-COTTA	SMOOTH
CMU-2	8"x8"x16"	HEADWATERS CONCRETE	FUTTY	SMOOTH
	MORTAR	SPEC MIX	LIGHT SHELL	CONCAVE

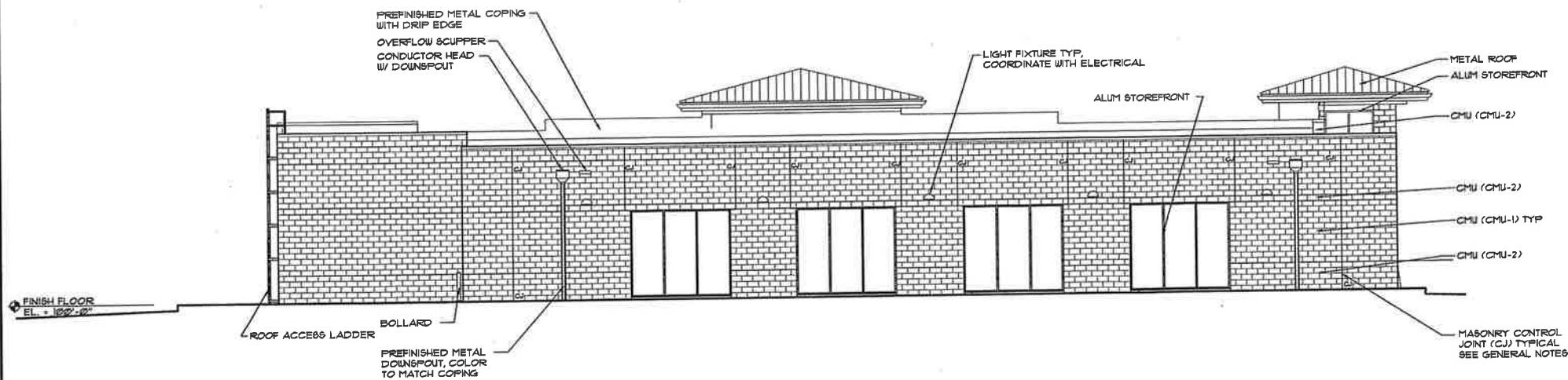
NOTE: APPLY WATER REPELLANT TO MASONRY.
MFR: PROSOCC
PRODUCT: SURE KLEAN, WEATHER SEAL SILOXANE WB CONCENTRATE
PROVIDE MORTAR WITH INTEGRAL WATER REPELLANT.
MFR: EUCLID
PRODUCT: WATERPELLER



LEFT BUILDING ELEVATION (EAST)
SCALE: 1/8" = 1'-0"



RIGHT BUILDING ELEVATION (WEST)
SCALE: 1/8" = 1'-0"



REAR BUILDING ELEVATION (SOUTH)
SCALE: 1/8" = 1'-0"

EXHIBIT E

BUCKY'S #518
CAROL STREAM, ILLINOIS

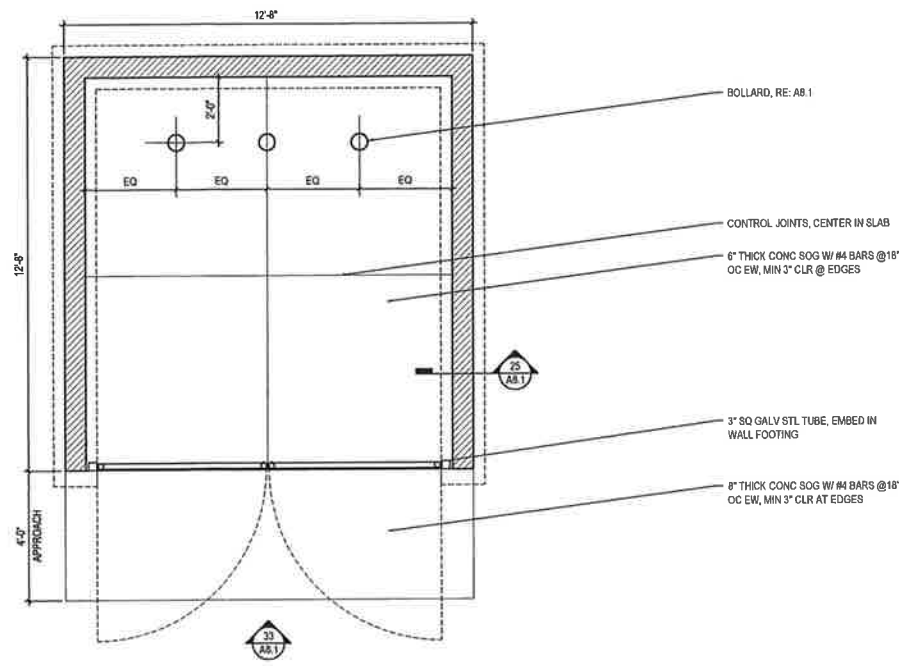
ROBERT W. ENGEL AND ASSOCIATES, ARCHITECTS
2110 South 156th Circle
Omaha, NE 68130-2503
(402) 330-8287 Fax: (402) 330-8331
email: RWEAarchitects@RWEAarchitects.com



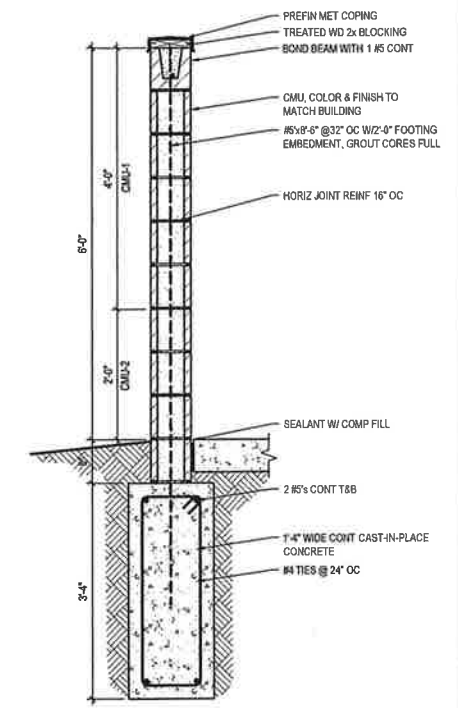
Issue Date:	March 29, 2017
Revisions to the Set	
Date	No.

Project Number: 0717
Drawn by: GS
Checked by: RWE
Sheet Name: BUILDING ELEVATIONS

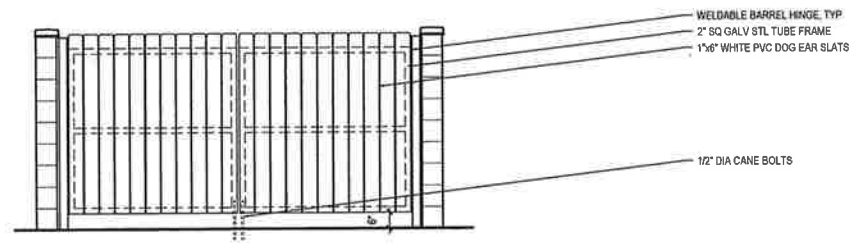
A2.1



22
A8.1 DUMPSTER SCREEN PLAN
SCALE: 3/8" = 1'-0"



25
A8.1 SECTION
SCALE: 3/4" = 1'-0"



33
A8.1 DUMPSTER SCREEN ELEVATION
SCALE: 3/8" = 1'-0"

EXHIBIT F

BUCKY'S #518
CAROL STREAM, ILLINOIS

RWE
ROBERT W. ENGEL AND ASSOCIATES, ARCHITECTS
2110 South 156th Circle
Omaha, NE 68130-2503
(402) 330-8287 Fax: (402) 330-8331
email: RWEArchitects@RWEArchitects.com

Project Number: 0717	Issue Date: March 29, 2017	Revisions to the Set
Drawn by: GS	Date	No. Date
Checked by: RWE	Date	No. Date
Sheet Name: MISCELLANEOUS DETAILS		

A8.1

VAC & AIR COMBINATION



MODEL #	VACUUM	AIR	MOTORS	RETRACTABLE HOSE REEL	HIGH OUTPUT DIRECT AIR COMPRESSOR	GAST COMPRESSOR	VAULT READY	COIN ACCEPTOR	ETL APPROVED	WEIGHT	AMPS REQ.	VOLTAGE
9420HG	•	•	2	•		•		•	•	230	1(10) 1(20)	120
9420-1CGH	•	•	2	•		•			•	230	1(10) 1(20)	120
9420GHV	•	•	2	•		•	•	•	•	230	1(10) 1(20)	120
9420-1G	•	•	2			•		•	•	166	1(10) 1(20)	120
9420-1CG	•	•	2			•			•	166	1(10) 1(20)	120
9420-1VG	•	•	2			•	•	•	•	166	1(10) 1(20)	120
9420-4	•	•	2		•			•		190	(2) 20	120
9420-4-VR	•	•	2		•		•	•		190	(2) 20	120
9420-4C	•	•	2		•					190	(2) 20	120

FEATURES

- Both services can be used simultaneously by separate customers
- GAST 3/4 HP oil-less air compressor, 90 PSI, 18-month warranty (Replacement Item #9862)
- Double service doors offer easy access to clean out compartment and 4 filter bag system (Replacement Item #8076)
- (2) SSAC 110 volt non-accumulating timers (Replacement Item #8712SS5)
- Optional “Free Air”, “Free Vacuum”, or “Both Services Free” available
- Cut resistant 25’ x 1/4” wire braid service station quality air hose (Replacement Item #8532-25) with 90 PSI inline air gauge (Replacement Item #8533-8)
- (2) Imonex coin acceptors take quarters (Replacement Item #8149)
- Faceplate and coin box secured with pin locks (Replacement Item #8638)
- Hose: 2” x 15’, swivel cuff and nozzle included (15’, 25’, and 50’ available in 1 1/2” or 2”)
- Optional security accessories, timers, coin mechs, cycle counters, coin counters, motors, colored hoses, and clean-out containers are available
- High output air/vac comes with 2” x 25’ vacuum hose, swivel cuff and nozzle
- High output air/vac comes with 50’ x 1/4” wire braid service station quality air hose (Replacement Item #8532-50) with 120 PSI inline air gauge (Replacement Item #8533-101D)
- High output Direct Air 1.8HP air compressor, 110 PSI, 6-month warranty (Replacement Item #8782)

9420HG
VAC & AIR



9420-1G
VAC & AIR



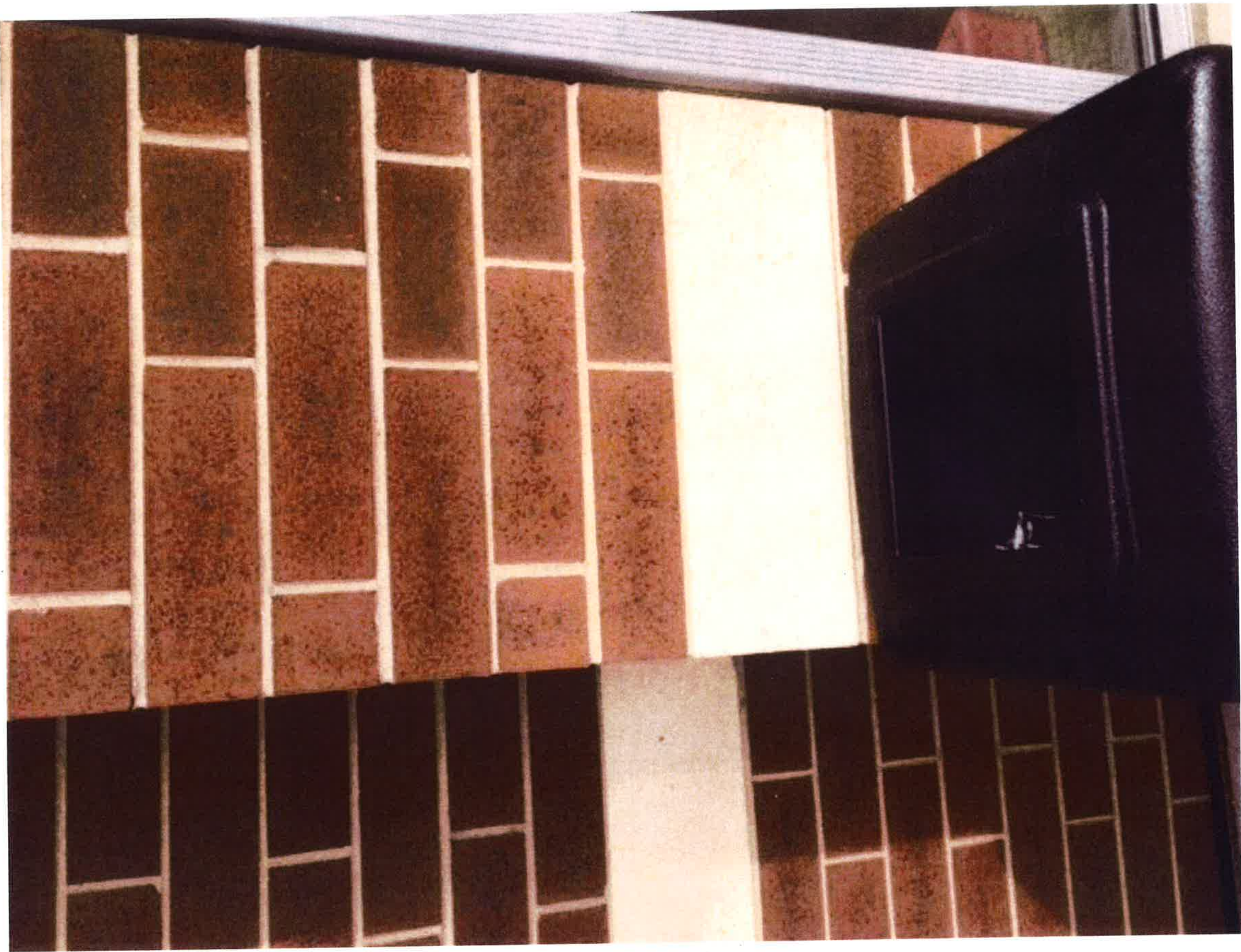
OPTIONS

9420PBK

Push button kit with
(2) timers available

EXHIBIT H

**SE/c Army Trail & County Farm Road
Brick Exhibit**





DRAWING # : 105839
PROJECT ID: 17135

SALES PERSON: Troy Panagiotis

DRAWN BY: Sean Cornett

DATE: 01.18.17 INSPECTED BY:

Revised: 05.13.17 pjh



SWC Army Trail Rd.
& County Farm Rd.
Carol Stream, IL 60116

Omaha Neon Sign Co., Inc.

1120 N 18th Street • Omaha 68102
402.341.6077 • 402.341.7654 fax

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Notes:

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Signed _____ Date _____
Sales Rep. _____ Date _____

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electric Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

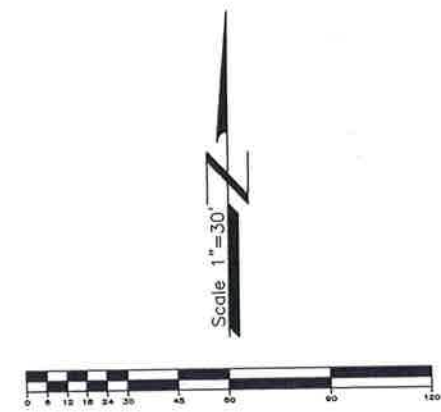
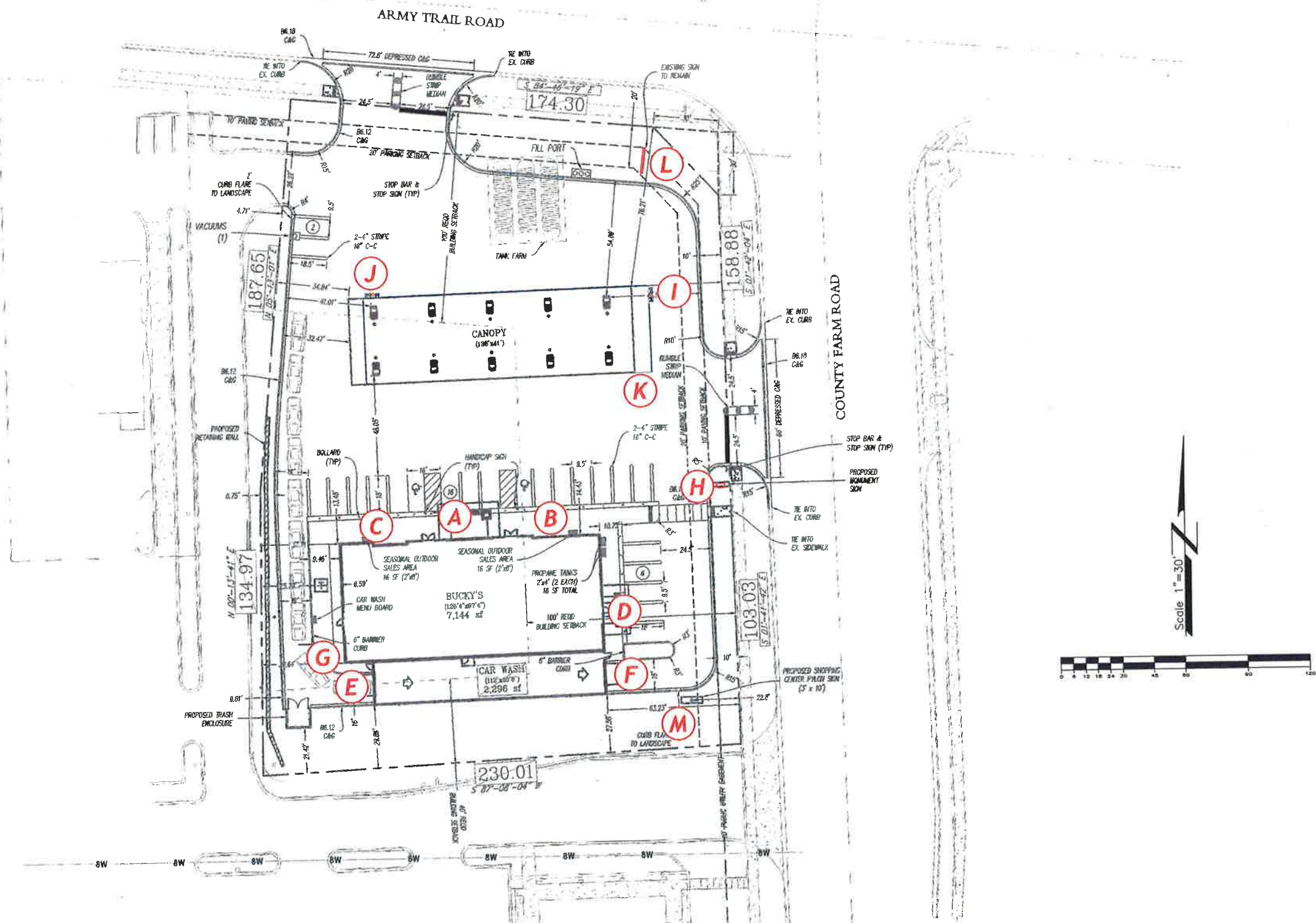


EXHIBIT J-1



DRAWING # : 105834
PROJECT ID: 17135

SALES PERSON: Troy Panagiotis

DRAWN BY: Sean Cornett

DATE: 01.18.17 INSPECTED BY:

Revised: 01.20.17



SWC Army Trail Rd.
& County Farm Rd.
Carol Stream, IL 60116

Omaha Neon Sign Co., Inc.

1120 N 18th Street • Omaha 68102
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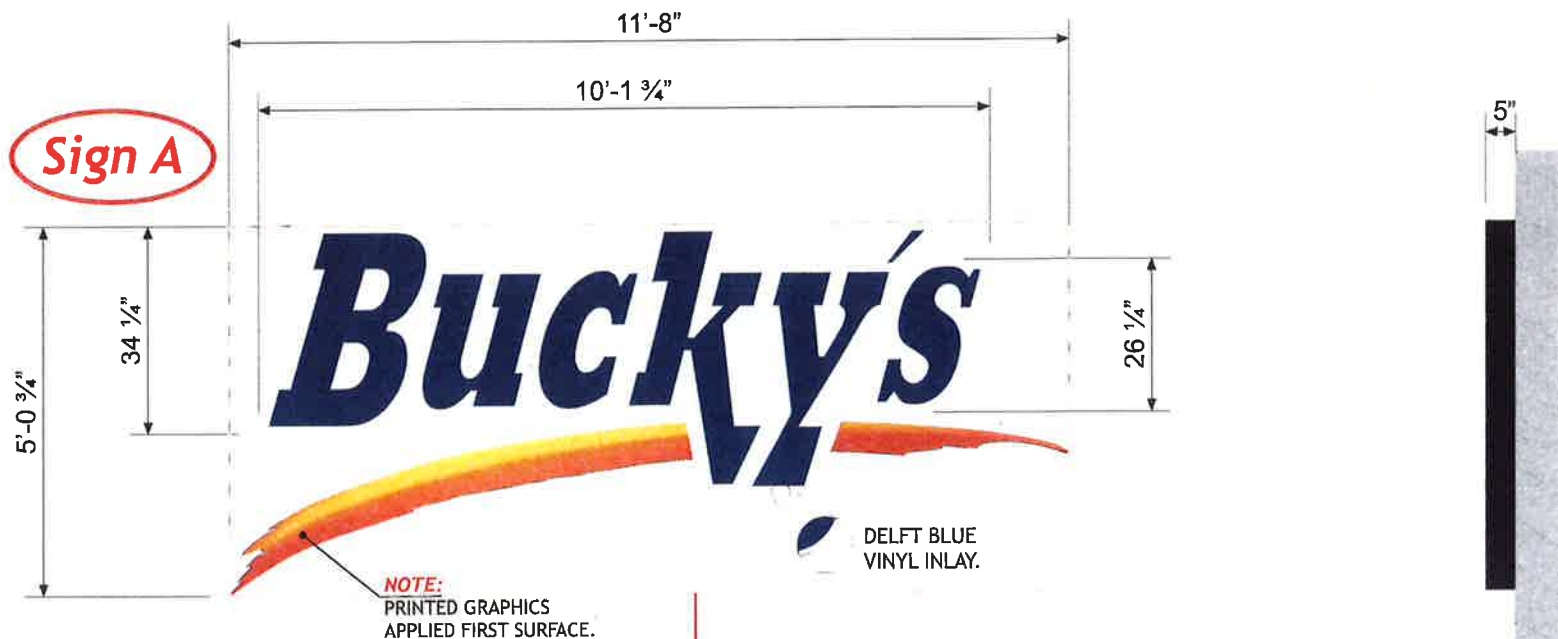
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Signed _____ Date _____
Sales Rep. _____ Date _____

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FLUSH MOUNTED CHANNEL LETTER DISPLAY:
SCALE: 3/8" = 1'-0"

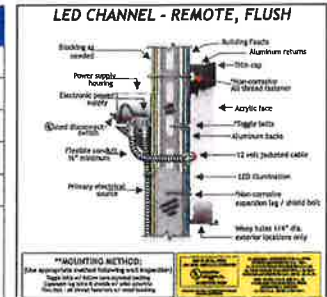


Sign A 59.2 Sq. Ft.

FLUSH MOUNTED CHANNEL LETTERS	
RETURNS:	.050 BLACK PRE-FINISHED ALUMINUM
BACKS:	.063 WHITE PRE-FINISHED ALUMINUM
FACES:	3/16" #7328 WHITE PLEXIGLAS
TRIM-CAP:	1" BLACK JEWELITE
ILLUM:	GE TETRA-MAX WHITE LED'S

INSTALLATION:
LETTERS ARE TO BE MOUNTED TO FASCIA USING PROPER HARDWARE AND FASTENERS (NON-CORROSIVE).

3M Series 230
TRANSLUCENT FILM
DELFT BLUE
230-97



FRONT BUILDING ELEVATION
SCALE: 3/32" = 1'-0"



EXHIBIT J-2



DRAWING # : 105836
PROJECT ID: 17135

SALES PERSON: Troy Panagiotis

DRAWN BY: Sean Cornett

DATE: 01.18.17 INSPECTED BY:

Revised: 01.20.17



SWC Army Trail Rd.
& County Farm Rd.
Carol Stream, IL 60116

Omaha Neon Sign Co., Inc.

1120 N 18th Street • Omaha 68102
402.341.6077 • 402.341.7654 fax

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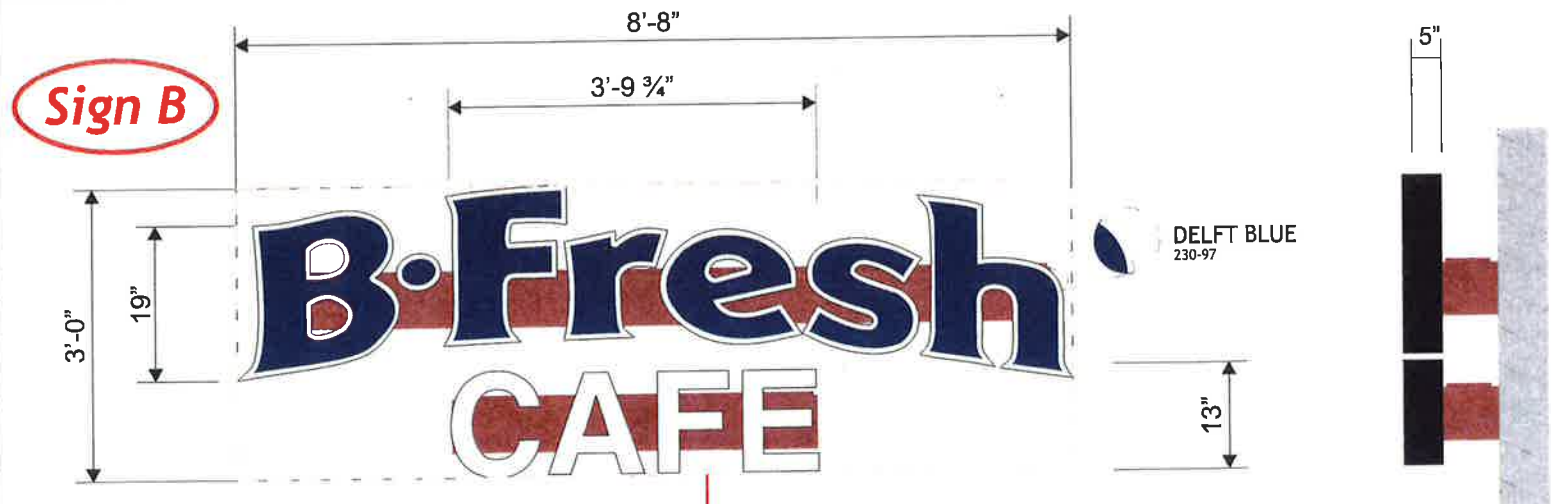
Signed _____ Date _____
Sales Rep. _____ Date _____

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electric Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.



RACEWAY MOUNTED CHANNEL LETTER DISPLAY:

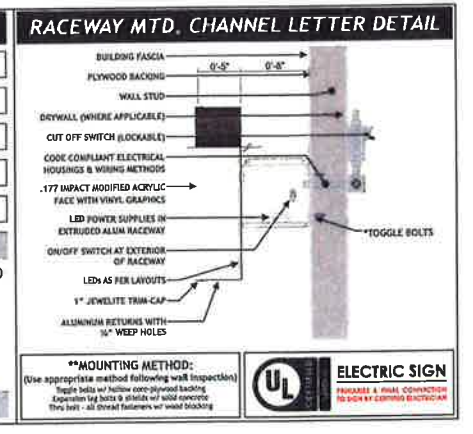
SCALE: 1/2" = 1'-0"



Sign B 26.0 Sq. Ft.

LETTER SPECIFICATIONS:	
RETURNS:	BLACK PRE-FINISHED 5 INCH LETTER COIL
BACKS:	WHITE PRE-FINISHED ALUMINUM (.063 ALUM.)
FACES:	WHITE #7328 (3/16")
TRIM-CAP:	JEWELITE (1" BLACK)
ILLUMINATION:	GEMX71-W 1 WHITE LED'S
INSTALLATION:	
LETTERS ARE TO BE MOUNTED TO AN EXTRUDED ALUMINUM RACEWAY (PAINTED TO MATCH CUSTOMER FASCIA). SIGNAGE IS TO BE MOUNTED TO FASCIA USING PROPER HARDWARE AND FASTENERS (NON-CORROSIVE).	
RACEWAY COLOR: To Be Determined	

3M Series 230
TRANSLUCENT FILM
DELFT BLUE
230-97



FRONT BUILDING ELEVATION
SCALE: 3/32" = 1'-0"



EXHIBIT J-3



DRAWING # : 105837
PROJECT ID: 17135

SALES PERSON: Troy Panagiotis

DRAWN BY: Sean Cornett

DATE: 01.18.17 INSPECTED BY:

Revised: 01.20.17



SWC Army Trail Rd.
& County Farm Rd.
Carol Stream, IL 60116

Omaha Neon Sign Co., Inc.

1120 N 18th Street • Omaha 68102
402.341.6077 • 402.341.7654 fax

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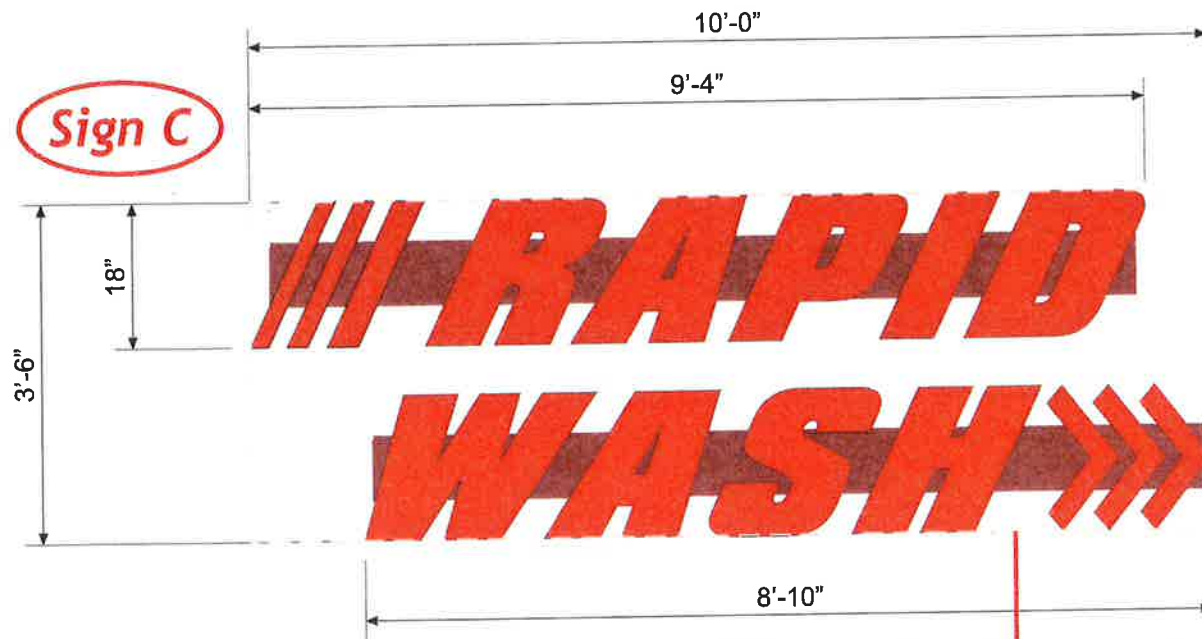
Signed _____ Date _____
Sales Rep. _____ Date _____

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electric Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.



RACEWAY MOUNTED CHANNEL LETTER DISPLAY

SCALE: 1/2" = 1'-0"



END VIEW.

Sign C 35.0 Sq. Ft.

RACEWAY MOUNTED CHANNEL LETTERS

RETURNS: .050 BLACK PRE-FINISHED ALUMINUM

BACKS: .063 WHITE PRE-FINISHED ALUMINUM

FACES: 3/16" #2793 RED PLEXIGLAS

TRIM-CAP: 1" BLACK JEWELITE

ILLUM: AGILITE RED LED'S

INSTALLATION:

LETTERS ARE TO BE MOUNTED TO AN EXTRUDED ALUMINUM RACEWAY (PAINTED TO MATCH CUSTOMER FASCIA). SIGNAGE IS TO BE MOUNTED TO FASCIA USING PROPER HARDWARE AND FASTENERS (NON-CORROSIVE).

FRONT BUILDING ELEVATION
SCALE: 3/32" = 1'-0"



EXHIBIT J-4



DRAWING #: 105838
PROJECT ID: 17135

SALES PERSON: Troy Panagiotis

DRAWN BY: Sean Cornett

DATE: 01.18.17 INSPECTED BY:

Revised: 01.20.17



SWC Army Trail Rd.
& County Farm Rd.
Carol Stream, IL 60116

Omaha Neon Sign Co., Inc.

1120 N 18th Street • Omaha 68102
402.341.6077 • 402.341.7654 fax

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Notes:

NOTICE:

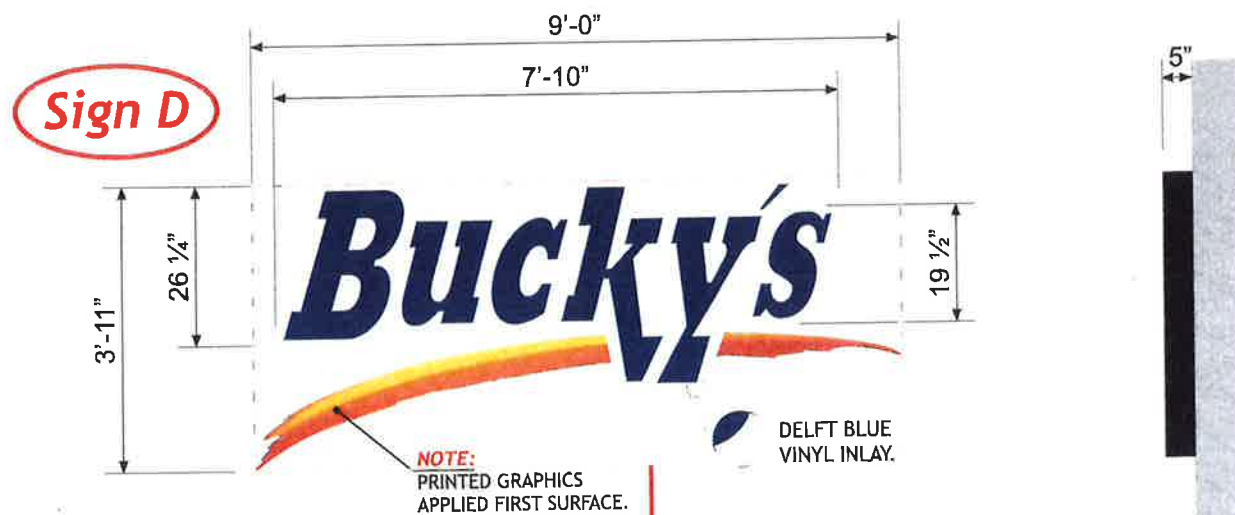
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Signed _____ Date _____
Sales Rep. _____ Date _____

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FLUSH MOUNTED CHANNEL LETTER DISPLAY:
SCALE: 3/8" = 1'-0"



Sign D 35.3 Sq. Ft.

FLUSH MOUNTED CHANNEL LETTERS

RETURNS:	.050 BLACK PRE-FINISHED ALUMINUM
BACKS:	.063 WHITE PRE-FINISHED ALUMINUM
FACES:	3/16" #7328 WHITE PLEXIGLAS
TRIM-CAP:	1" BLACK JEWELITE
ILLUM:	GE TETRA-MAX WHITE LED'S

INSTALLATION:
LETTERS ARE TO BE MOUNTED TO FASCIA USING PROPER HARDWARE AND FASTENERS (NON-CORROSIVE).

3M Series 230
TRANSLUCENT FILM

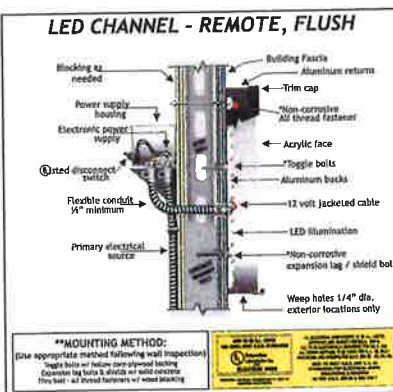


EXHIBIT J-5





RAIL MOUNTED FCO LETTERS:
SCALE: 1/2" = 1'-0"

DRAWING # : 105839
PROJECT ID: 17135

SALES PERSON: Troy Panagiotis

DRAWN BY: Sean Cornett

DATE: 01.18.17 INSPECTED BY:

Revised: 01.20 .17



SWC Army Trail Rd.
& County Farm Rd.
Carol Stream, IL 60116

Omaha Neon Sign Co., Inc.

1120 N 18th Street • Omaha 68102
402.341.6077 • 402.341.7654 fax

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Signed _____ Date _____
Sales Rep. _____ Date _____

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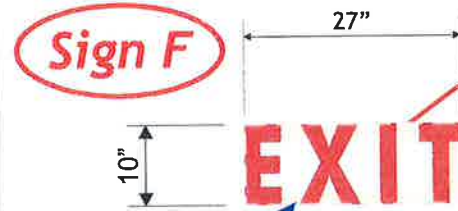


NOTE:
THE PLATE LETTERS ARE TO BE MOUNTED TO AN ALUMINUM RAIL SYSTEM PAINTED TO MATCH THE CUSTOMER FASCIA.

NON-ILLUMINATED F.C.O. LETTERS	
MATERIAL:	1/4" ALUMINUM.
PAINT FINISH:	PAINTED RED.
INSTALLATION:	LETTERS ARE TO BE STUD MOUNTED TO A 1"x 1" ALUM. RAIL SYSTEM. SIGN IS TO BE MOUNTED TO FASCIA IN CUSTOMER SPECIFIED LOCATION.



RIGHT BUILDING ELEVATION
SCALE: 3/32" = 1'-0"



NOTE:
THE PLATE LETTERS ARE TO BE MOUNTED TO AN ALUMINUM RAIL SYSTEM PAINTED TO MATCH THE CUSTOMER FASCIA.

Sign F 1.9 Sq. Ft.

Sign F



LEFT BUILDING ELEVATION
SCALE: 3/32" = 1'-0"

EXHIBIT J-6



DRAWING # : 105840
PROJECT ID: 17135

SALES PERSON: Troy Panagiotis

DRAWN BY: Sean Cornett

DATE: 01.18.17 INSPECTED BY:

Revised: 01.20.17



SWC Army Trail Rd.
& County Farm Rd.
Carol Stream, IL 60116

Omaha Neon Sign Co., Inc.

1120 N 18th Street • Omaha 68102
402.341.6077 • 402.341.7654 fax

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Notes:

NOTICE:

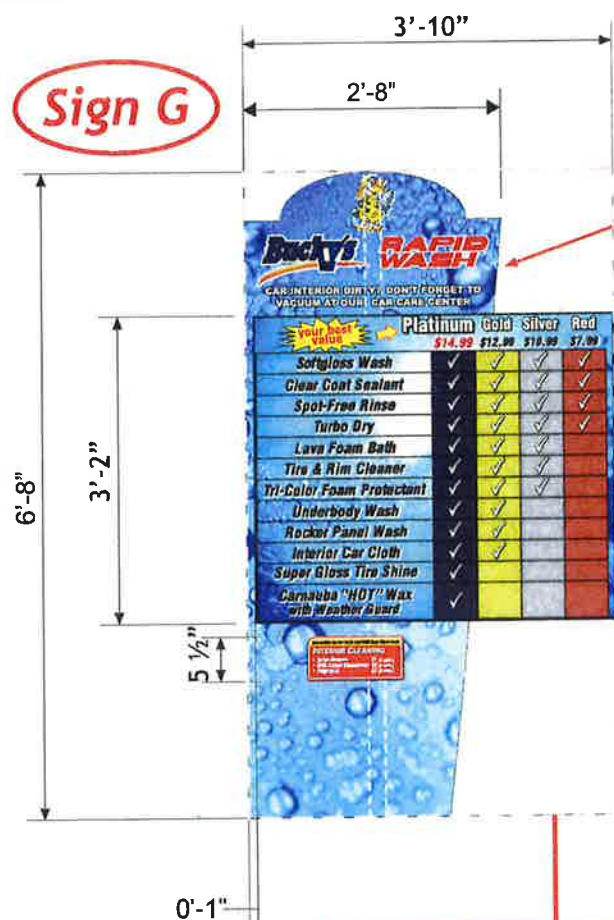
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Signed _____ Date _____
Sales Rep. _____ Date _____

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electric Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.



S/F NON-ILLUMINATED CAR WASH MENU DISPLAY
SCALE: 1/2" = 1'-0"



Sign G 25.5 Sq. Ft.

SCOPE OF WORK:
FABRICATE AND INSTALL (1) ONE NEW ALUMINUM PANEL FOR EXISTING CAR WASH MENU SIGN DISPLAY. PANEL IS TO BE WHITE PRE-FINISHED ALUMINUM WITH 3M PRINTED VINYL GRAPHICS APPLIED TO THE FIRST SURFACE. PANEL IS TO BE MOUNTED TO FACE OF PANEL USING PROPER HARDWARE AND FASTENERS (NON-CORROSIVE).

ILLUMINATED PANEL WITH INFO:
FABRICATED FROM .063 ALUMINUM RETURNS ATTACHED TO A .080 ALUMINUM BACK. FACE IS TO BE 3/16" WHITE PLEXIGLAS #7328 WITH 1" BLACK TRIM-CAP ADHERED TO PERIMETER. FACE IS TO HAVE 3M VINYL GRAPHICS APPLIED TO THE FIRST SURFACE. INTERNAL ILLUMINATION WITH WHITE SYLVANIA OSRAM S/S LED'S.



EXHIBIT J-7





DRAWING # : 105841
PROJECT ID: 17135

SALES PERSON: Troy Panagiotis

DRAWN BY: Sean Cornett

DATE: 01.18.17 INSPECTED BY:

Revised: 04.13.17 PJH



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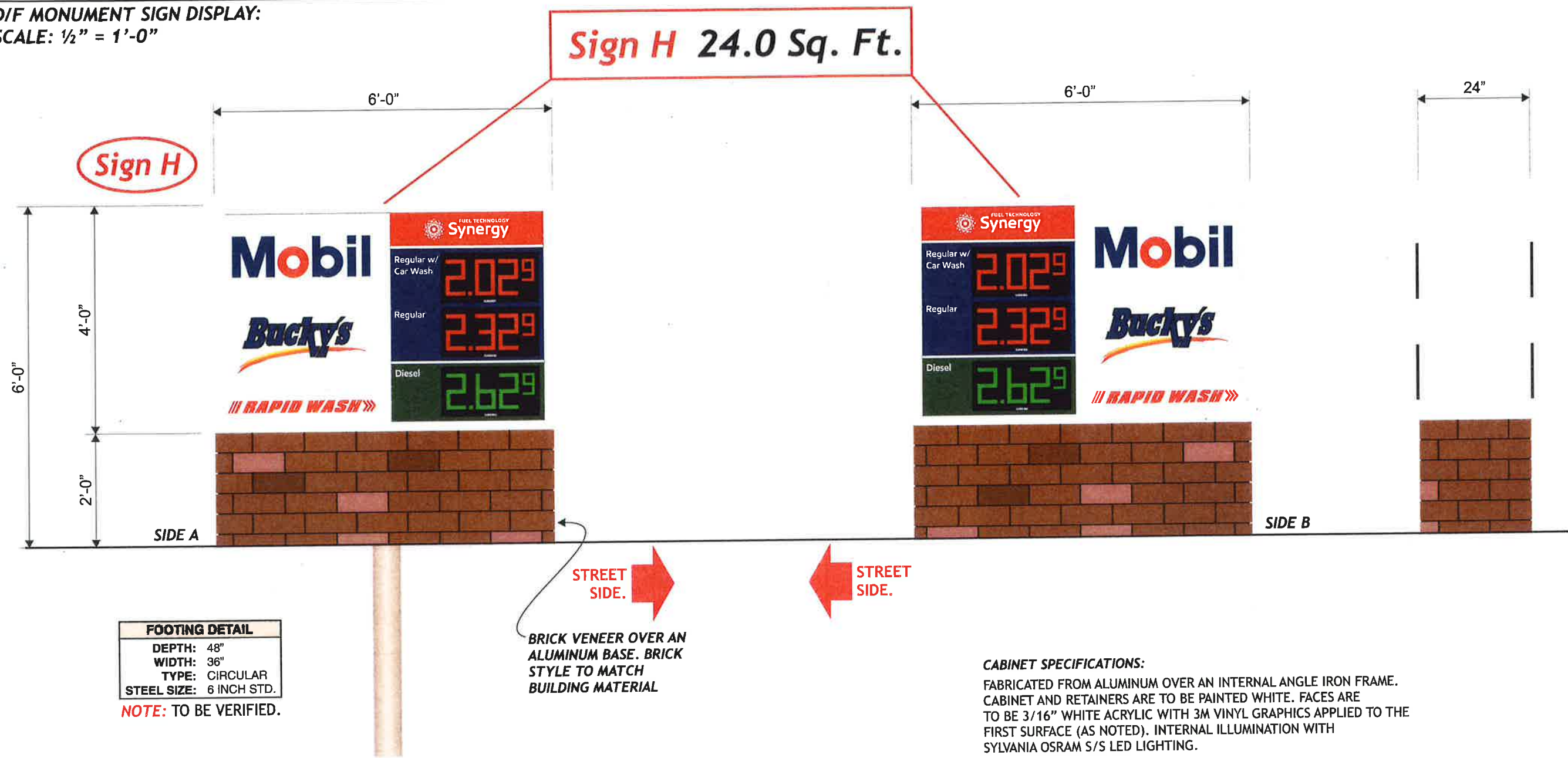
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Signed _____ Date _____
Sales Rep. _____ Date _____

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D/F MONUMENT SIGN DISPLAY:
SCALE: 1/2" = 1'-0"



FOOTING DETAIL	
DEPTH:	48"
WIDTH:	36"
TYPE:	CIRCULAR
STEEL SIZE:	6 INCH STD.

NOTE: TO BE VERIFIED.

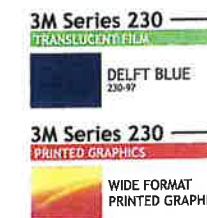
BRICK VENEER OVER AN ALUMINUM BASE. BRICK STYLE TO MATCH BUILDING MATERIAL

CABINET SPECIFICATIONS:

FABRICATED FROM ALUMINUM OVER AN INTERNAL ANGLE IRON FRAME. CABINET AND RETAINERS ARE TO BE PAINTED WHITE. FACES ARE TO BE 3/16" WHITE ACRYLIC WITH 3M VINYL GRAPHICS APPLIED TO THE FIRST SURFACE (AS NOTED). INTERNAL ILLUMINATION WITH SYLVANIA OSRAM S/S LED LIGHTING.

FUEL BOARD CABINET SPECIFICATIONS:

FABRICATED FROM ALUMINUM OVER AN INTERNAL ANGLE IRON FRAME. CABINET AND RETAINERS ARE TO BE PAINTED WHITE. FACES ARE TO BE ALUMINUM PAINTED DELFT BLUE (FUEL BOARDS ARE INSET INTO FACE(S)). FUEL TYPE IS TO BE ROUTED FROM BACKGROUND AND BACKED WITH WHITE PLEXIGLAS. ILLUMINATION WITH WHITE GE TETRA MAX WHITE LED'S.



- NOTE: SIGN TO HAVE U.L. LISTED STICKER APPLIED TO EACH LETTER.
- NOTE: SIGN IS TO HAVE AN EXTERIOR ON/OFF TOGGLE SWITCH.
- NOTE: SIGN IS TO IS TO BE CONNECTED TO EXISTING 20amp CIRCUIT.

EXHIBIT J-8



GAS CANOPY OVERVIEW
SCALE: 1/16" = 1'-0"

DRAWING #: 105879
PROJECT ID: 17135

SALES PERSON: Troy Panagiotis

DRAWN BY: Sean Cornett

DATE: 01.19.17 INSPECTED BY:

Revised: 01.20.17



SWC Army Trail Rd.
& County Farm Rd.
Carol Stream, IL 60116

Omaha Neon Sign Co., Inc.

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402.341.6077 • 402.341.7654 fax

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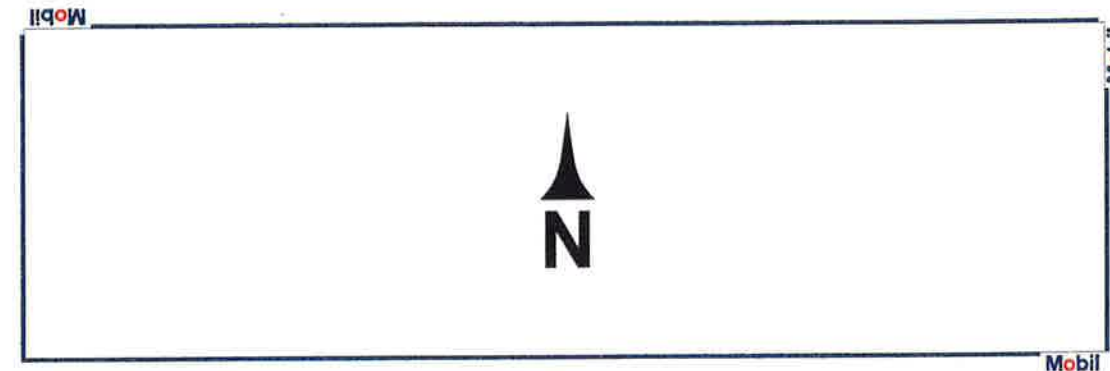
Notes:

NOTICE:

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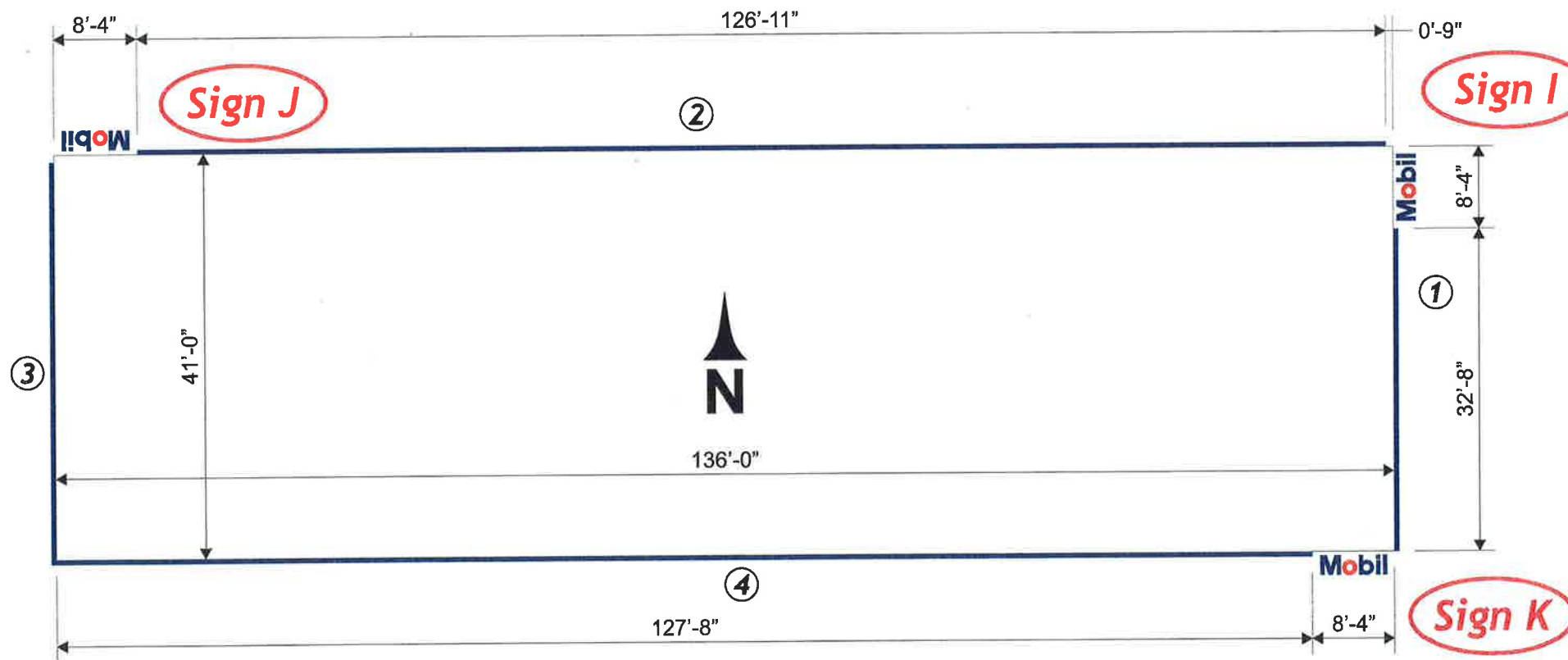
Signed _____ Date _____
Sales Rep. _____ Date _____

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electric Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.



Sign J 13.3 Sq. Ft.

Sign I 13.3 Sq. Ft.



Sign K 13.3 Sq. Ft.



DRAWING # : 105880
PROJECT ID: 17135

SALES PERSON: Troy Panagiotis

DRAWN BY: Sean Cornett

DATE: 01.19.17 INSPECTED BY:

Revised: 01.20.17



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& County Farm Rd.
Carol Stream, IL 60116

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Notes:

NOTICE:

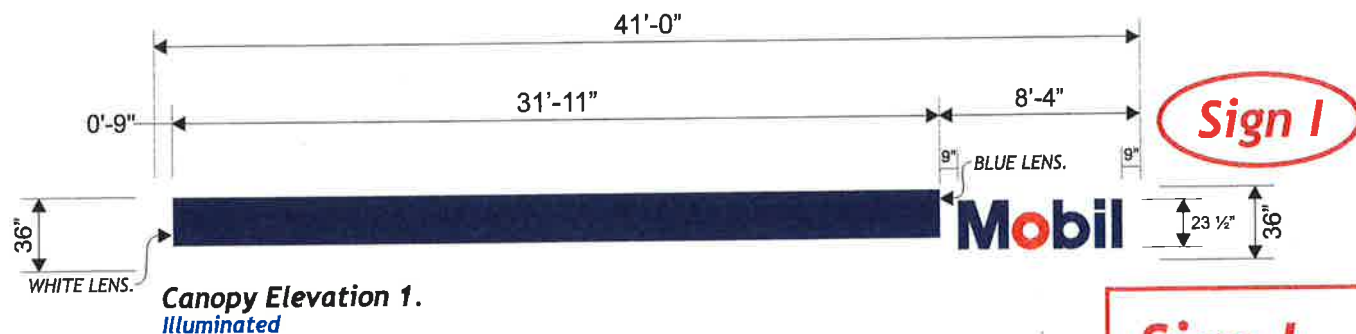
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Signed _____ Date _____
Sales Rep. _____ Date _____

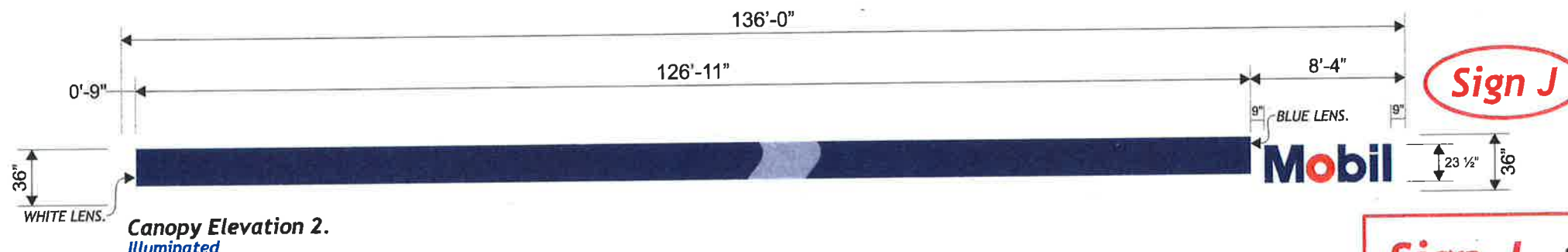
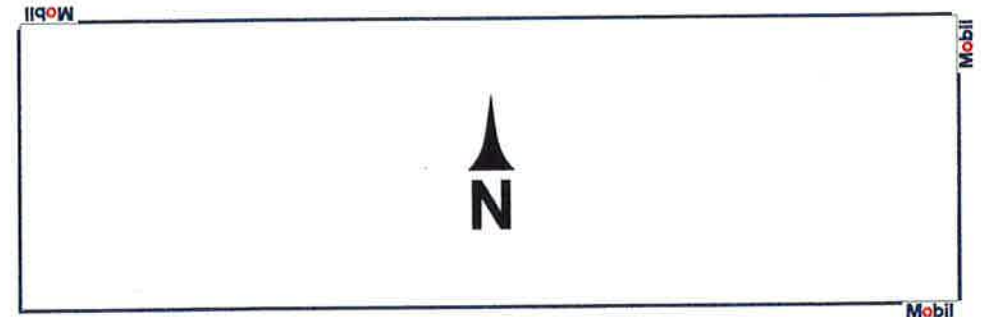
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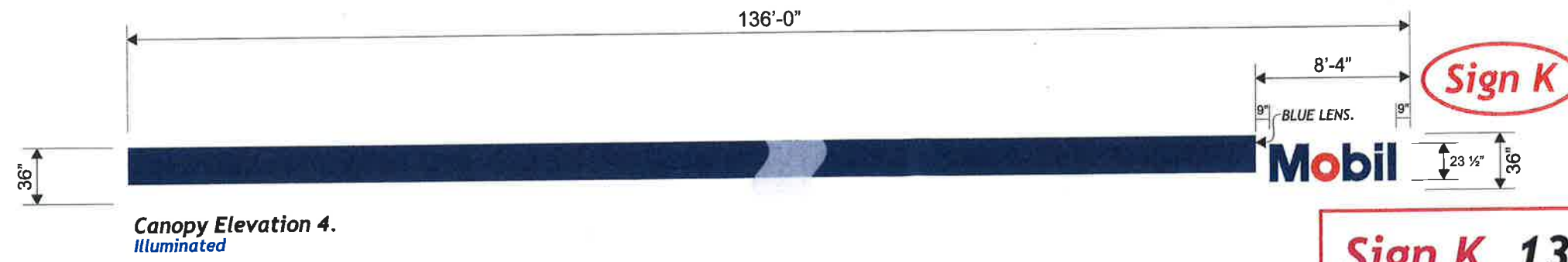
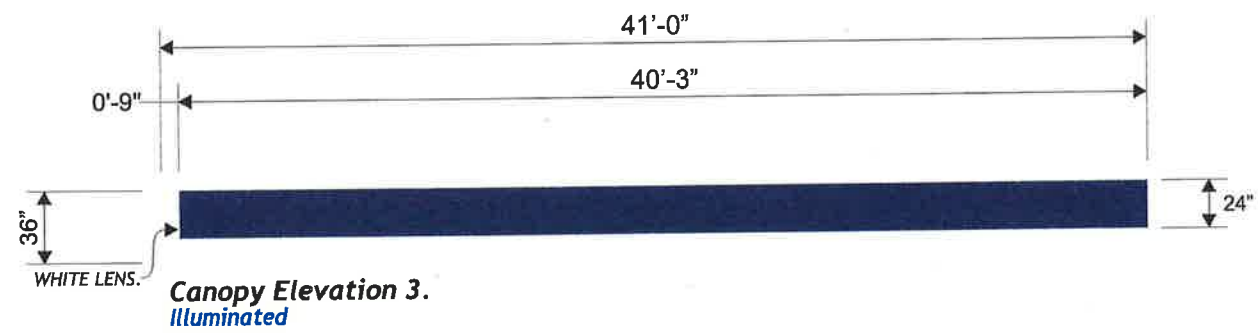
GAS CANOPY FRONT VIEW:
SCALE: 1/8" = 1'-0"



Sign I 13.3 Sq. Ft.



Sign J 13.3 Sq. Ft.



Sign K 13.3 Sq. Ft.

EXHIBIT J-10



**NEW FACES FOR EXISTING D/F POLE SIGN DISPLAY:
SCALE: 3/8" = 1'-0"**

**DRAWING # : 105888
PROJECT ID: 17135**

SALES PERSON: Troy Panagiotis

DRAWN BY: Sean Cornett

DATE: 01.20.17 **INSPECTED BY:**

Revised: 04.13.17 PJH



**SWC Army Trail Rd.
& County Farm Rd.
Carol Stream, IL 60116**

Omaha Neon Sign Co., Inc.

1120 N 18th Street • Omaha 68102
402.341.6077 • 402.341.7654 fax

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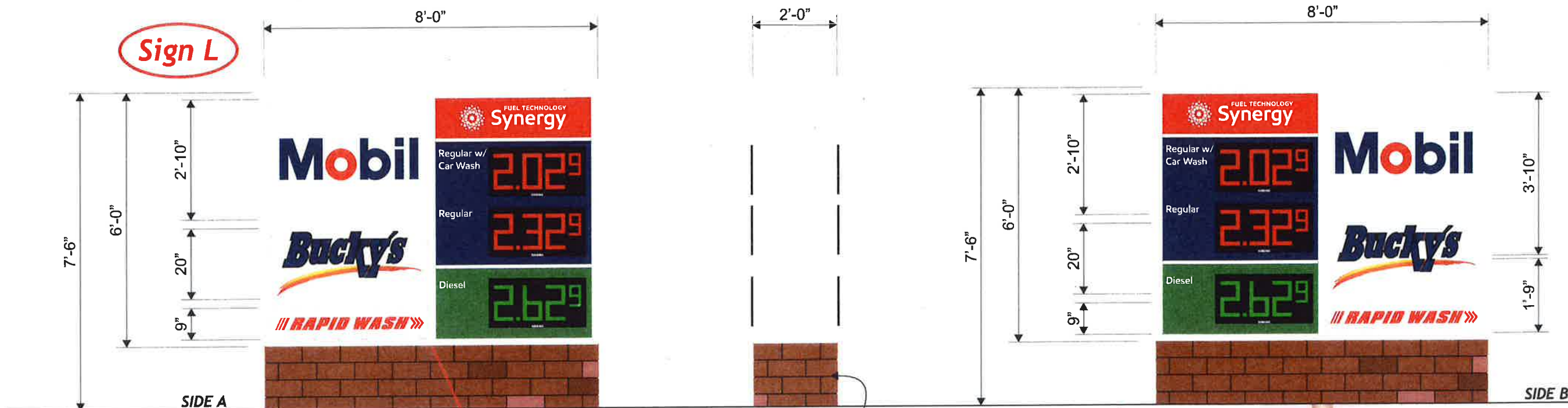
Notes:

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Signed _____ Date _____
Sales Rep. _____ Date _____

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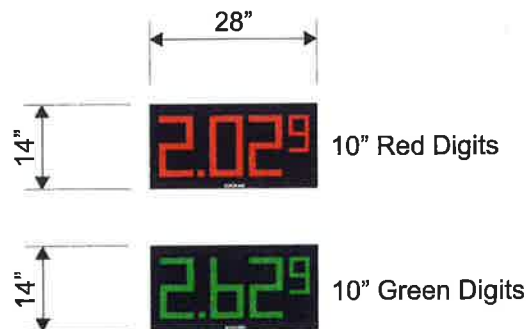
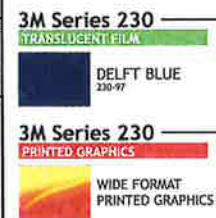


FACE SPECIFICATIONS:

FACES ARE TO BE 3/16" WHITE ACRYLIC WITH 3M VINYL GRAPHICS APPLIED TO THE FIRST SURFACE (AS NOTED). INTERNAL ILLUMINATION WITH SYLVANIA OSRAM S/S LED LIGHTING.

FUEL BOARD FACE SPECIFICATIONS:

FACES ARE TO BE ALUMINUM PAINTED DELFT BLUE (FUEL BOARDS ARE INSET INTO FACE(S)). FUEL TYPE IS TO BE ROUTED FROM BACKGROUND AND BACKED WITH WHITE PLEXIGLAS. ILLUMINATION WITH WHITE GE TETRA MAX WHITE LED'S.



Sign L 48.0 Sq. Ft.

BRICK VENEER OVER AN ALUMINUM BASE. BRICK STYLE TO MATCH BUILDING MATERIAL

FOOTING DETAIL	
DEPTH:	60"
WIDTH:	36"
TYPE:	CIRCULAR
STEEL SIZE:	6 INCH STD.

NOTE: TO BE VERIFIED.



DRAWING # : 106101-2
PROJECT ID: 17135

SALES PERSON: Troy Panagiotis

DRAWN BY: Sean Cornett

DATE: 01.30.17 INSPECTED BY:

Revised: 03.08.17



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& County Farm Rd.
Carol Stream, IL 60116

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Signed _____ Date _____
Sales Rep. _____ Date _____

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EXHIBIT J-12



DRAWING #: 107435
PROJECT ID: 17580

SALES PERSON: Troy Panagiotis

DRAWN BY: Sean Cornett

DATE: 04.07.17 INSPECTED BY:

Revised: 4.11.2017 PJH



Store #518
Carol Stream, IL 60116

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Notes:

NOTICE:

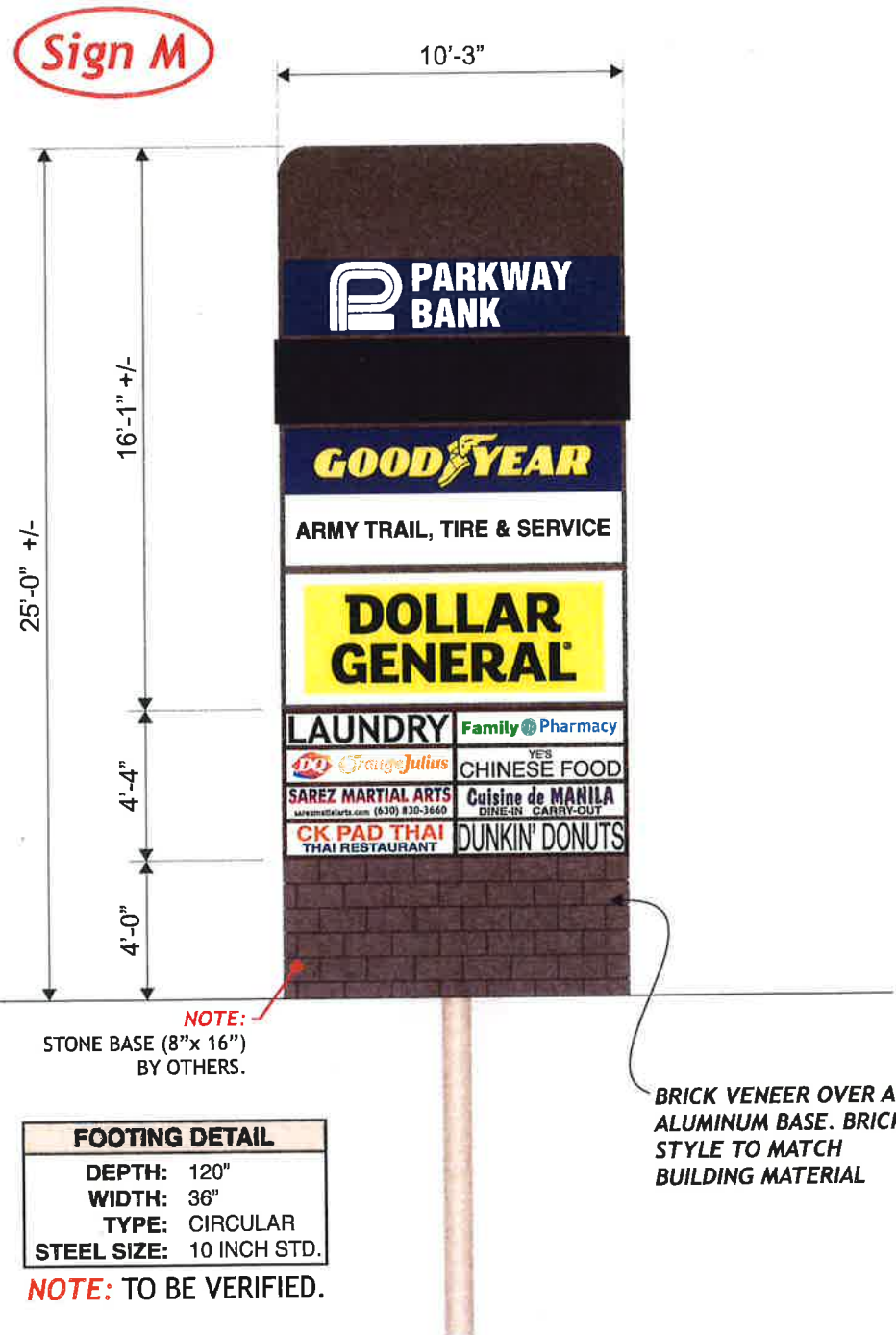
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Signed _____ Date _____
Sales Rep. _____ Date _____

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SCALE: 3/16" = 1'-0"



FOOTING DETAIL	
DEPTH:	120"
WIDTH:	36"
TYPE:	CIRCULAR
STEEL SIZE:	10 INCH STD.

NOTE: TO BE VERIFIED.



NOTE: EXISTING 5'-4" x 12' D/F SIGN CABINET TO BE REMOVED.



NOTE: CURRENT PYLON SIGN DISPLAY.

PROPOSED SIGN DISPLAY



EXHIBIT J-13

AN ORDINANCE APPROVING AN AMENDMENT TO A SPECIAL USE PERMIT FOR A PLANNED UNIT DEVELOPMENT, SPECIAL USE PERMIT FOR A HOTEL, AND FINAL PUD APPROVAL (HOLLADAY PROPERTIES/WOODSPRING SUITES, 1160 N. GARY AVENUE)

WHEREAS, Tim Healy of Holladay Properties, hereinafter referred to as the Petitioner, has petitioned the Village of Carol Stream for an Amendment to a Planned Unit Development as provided in Sections 16-9-4 (C)(1) and 16-9-2 (C)(1) of the Carol Stream Code of Ordinances, a Special Use Permit for a Hotel as provided in Sections 16-9-4 (C)(1) and 16-9-3 (C)(6) of the Carol Stream Code of Ordinances, and Final PUD Approval as provided in Section 16-16-8 of the Carol Stream Code of Ordinances, on the property legally described in Section 2 herein and commonly known as 1160 N. Gary Avenue, Carol Stream, Illinois; and

WHEREAS, pursuant to Section 16-15-8 of the Carol Stream Code of Ordinances, the Combined Plan Commission/Zoning Board of Appeals held a public hearing on the above petition on April 24, 2017, following proper legal notice of said public hearing, after which the Commission recommended to the Mayor and Board of Trustees of the Village that the Special Use Permits be approved; and

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

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

SECTION 1:

The Mayor and Board of Trustees of the Village of Carol Stream, after examining the Petition for the Special Use Permit for an Amendment to a Planned Unit Development, Special Use Permit for a Hotel, and Final PUD Approval, and the Findings and Recommendations of the Combined Plan Commission / Zoning Board of Appeals, have determined and find that the requested Special Use Permits:

1. Are deemed necessary for the public convenience at the location. *The proposed extended stay hotel will provide an amenity to the business community.*
2. Will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare. *The proposed use will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare, and has been designed in a safe and efficient manner.*
3. Will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. *The surrounding area has commercial, industrial, and multi-family residential uses, and as such, the proposed hotel should not be injurious to the use and enjoyment of other properties in the immediate vicinity*

for the purposes already permitted, nor diminish or impair property values within the area.

4. Will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district. *Surrounding properties are already developed, excluding the detention basin to the south. As such, there should be no impact on the normal and orderly development and improvement of surrounding residential, commercial, and industrial properties.*
5. Will provide adequate utilities, access roads, drainage and other important and necessary community facilities. *Adequate utilities, access roads, drainage and other public improvements are already in place.*
6. Will conform to the applicable regulations of the district in which it is located, except as the Village Board may in each instance modify such regulations. *The proposal is expected to conform to all applicable codes and requirements.*

SECTION 2:

The Special Use Permits, as set forth in the above recitals, are hereby approved and granted to Holladay Properties/WoodSpring Suites, subject to the conditions set forth in Section 3, upon the real estate commonly known as 1160 N. Gary Avenue, Carol Stream, Illinois, and legally described as follows:

LOT 1 IN GARY AVENUE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST ½ OF THE SOUTHEAST ¼ OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED MARCH 27, 2007 AS DOCUMENT R2007-055851, IN DUPAGE COUNTY, ILLINOIS

hereinafter referred to as the Subject Property.

SECTION 3:

The approval of the Special Use Permits granted in Section 1 herein is subject to the following conditions:

1. That the landscape materials must be installed as shown on the landscape plan and that all materials must be maintained in a neat and healthy condition, with dead or dying materials being replaced in accordance with the approved plan on an annual basis;
2. That all trash dumpsters and recycling containers placed outdoors must be kept within a code compliant trash enclosure, and that the enclosure gates must be closed and latched at all times, except when trash containers are being accessed by employees or emptied by the trash collection service;

3. That no commercial/contractor vehicles or recreational vehicles/trailers shall be allowed to be parked or stored on the subject property, that signage shall be installed at the property entrances stating such parking restriction; and that the operator will enter into an agreement with the Carol Stream Police Department to allow ticketing of parking violators;
4. That parking spaces must be striped in accordance with the Village's looped striping detail;
5. That roof shingles on the hotel shall be architectural grade shingles;
6. That man doors on the north, south, and east elevations of the hotel shall have windows added to enhance the appearance of said doors along the Gary Avenue Corridor;
7. That the note for tree type PNA (Austrian Pine) on the Landscape Plan Sheet L.2 shall be updated from note PIN on the plan;
8. That the developers of the subject property shall contribute their fair share of the improvement of Old Gary Avenue in accordance with the requirements of the Subdivision Code and to the satisfaction of the Village Engineer; and
9. That the site must be maintained and the business must be operated in accordance with all State, County and Village codes and regulations.

SECTION 4:

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

1. Land Title Survey (Exhibit A dated November 16, 2016) prepared by Manhard Consulting, Ltd., 700 Springer Drive, Lombard, IL 60148.
2. Cover Sheet (Exhibit B dated March 30, 2017) prepared by CivWorks, LLC, 3343 N. Neva Avenue, Chicago, IL 60647.
3. Existing Conditions and Demolition Plan (Exhibit C dated March 30, 2017) prepared by CivWorks, LLC, 3343 N. Neva Avenue, Chicago, IL 60647.
4. Preliminary/Final Planned Unit Development Plan (Exhibit D dated March 30, 2017) prepared by CivWorks, LLC, 3343 N. Neva Avenue, Chicago, IL 60647.
5. Overall Site Dimensional and Paving Plan (Exhibit E dated March 30, 2017) prepared by CivWorks, LLC, 3343 N. Neva Avenue, Chicago, IL 60647.
6. Site Utility Plan (Exhibit F dated March 30, 2017) prepared by CivWorks, LLC, 3343 N. Neva Avenue, Chicago, IL 60647.

7. Site Grading and Erosion Control Plan (Exhibit G dated March 30, 2017) prepared by CivWorks, LLC, 3343 N. Neva Avenue, Chicago, IL 60647.
8. Tree Removal and Protection Plan (Exhibit H dated March 30, 2017) prepared by LG Workshop, 2324 W. Armitage Avenue, Chicago, IL 60647.
9. Preliminary Landscape Plan (Exhibit I dated March 30, 2017) prepared by LG Workshop, 2324 W. Armitage Avenue, Chicago, IL 60647.
10. Landscape Details and Notes (Exhibit J dated March 30, 2017) prepared by LG Workshop, 2324 W. Armitage Avenue, Chicago, IL 60647.
11. Site Photometrics Plan (Exhibit K dated March 30, 2017) prepared by CivWorks, LLC, 3343 N. Neva Avenue, Chicago, IL 60647.
12. Site Photometrics Fixture and Light Pole Details (Exhibit L dated March 30, 2017) prepared by CivWorks, LLC, 3343 N. Neva Avenue, Chicago, IL 60647.
13. First & Second Floor Plans (Exhibit M dated February 20, 2017) prepared by Holladay Properties, 6370 Ameriplex Drive, Suite 110, Portage, IN 46368.
14. Third and Fourth Floor Plans (Exhibit N dated February 20, 2017) prepared by Holladay Properties, 6370 Ameriplex Drive, Suite 110, Portage, IN 46368.
15. East and West Elevations (Exhibit O dated February 20, 2017) prepared by Holladay Properties, 6370 Ameriplex Drive, Suite 110, Portage, IN 46368.
16. North and South Elevations (Exhibit P dated February 20, 2017) prepared by Holladay Properties, 6370 Ameriplex Drive, Suite 110, Portage, IN 46368.
17. Color Elevations (Exhibit Q dated February 20, 2017) prepared by Holladay Properties, 6370 Ameriplex Drive, Suite 110, Portage, IN 46368.
18. Trash Enclosure and Details (Exhibit R dated February 20, 2017) prepared by Holladay Properties, 6370 Ameriplex Drive, Suite 110, Portage, IN 46368.
19. Monument Sign Exhibit (Exhibit S dated February 20, 2017) prepared by Holladay Properties, 6370 Ameriplex Drive, Suite 110, Portage, IN 46368.

SECTION 5:

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

SECTION 6:

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

PASSED AND APPROVED THIS 1st DAY OF MAY, 2017.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr. Mayor

ATTEST:

Laura Czarnecki, Village Clerk

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

Date

Owner/Party In Interest

PROPOSED WOODSPRING SUITES HOTEL

1160 N GARY AVENUE
CAROL STREAM, IL 60188

PRELIMINARY SITE DEVELOPMENT PLANS

LEGEND		
EXISTING	PROPOSED	DESCRIPTION
		LIGHT STANDARD/DOUBLE LIGHT STANDARD
		WATER VALVE VAULT
		WATER VALVE BOX
		FIRE HYDRANT
		BUFFALO BOX
		SANITARY MANHOLE
		FLARED END SECTION
		STORM INLET
		STORM CATCH BASIN
		STORM MANHOLE
		CLEANOUT
		STORM SEWER PIPE
		SANITARY SEWER PIPE
		WATER MAIN PIPE
		FORCE MAIN PIPE
		STORM SEWER SERVICE
		SANITARY SEWER SERVICE
		WATER MAIN SERVICE
		SANITARY RIM ELEVATION SANITARY INVERT ELEVATION
		WATER GRADE RING ELEVATION WATER STATION LOCATION
		STORM RIM ELEVATION STORM INVERT ELEVATION
		PROPOSED SANITARY STRUCTURE LABEL
		PROPOSED WATER STRUCTURE LABEL
		PROPOSED STORM STRUCTURE LABEL
		PROPOSED RETAINING WALL
		CURB AND GUTTER
		DEPRESSED CURB AND GUTTER
		REVERSE CURB AND GUTTER
		SIDEWALK
		SWALE FLOW ARROW
		DRAINAGE ARROW
		OVERLAND FLOW
		1 FOOT CONTOURS
		ACCESSIBLE CURB RAMP



INDEX OF DRAWINGS	
SHEET NO.	DRAWING TITLE
C1.0	COVER SHEET
C2.0	EXISTING CONDITIONS
C3.0	PRELIMINARY/FINAL PLANNED UNIT DEVELOPMENT PLAN
C4.0	OVERALL SITE DIMENSIONAL AND PAVING PLAN
C5.0	SITE UTILITY PLAN
L1	SITE GRADING AND EROSION CONTROL PLAN
L2	TREE PROTECTION AND REMOVAL PLAN
L3	LANDSCAPE PLAN
PH1.0	LANDSCAPE DETAILS AND NOTES
PH2.0	SITE PHOTOMETRICS FIXTURE AND LIGHT POLE DETAILS
LS1.1a	BUILDING CODE & LIFE SAFETY PLANS
A1.1	FIRST & SECOND FLOOR PLANS
A1.2	THIRD & FOURTH FLOOR PLANS
A1.3	ROOF PLAN & DETAIL
A2.1a	EXTERIOR ELEVATIONS
A2.2a	EXTERIOR ELEVATIONS
A8.5	TRASH ENCLOSURE & DETAILS
EXHIBIT 1	MONUMENT AND PYLON SIGN EXHIBIT

ABBREVIATIONS					
ADI	ADJUST	E	ELECTRIC	SM	STORM MANHOLE
AGG.	AGGREGATE GRAVEL	E-E	EDGE TO EDGE	MIN.	MINIMUM
B.A.M.	BIT. AGG. MIXTURE	ELEV.	ELEVATION	INVL.	NORMAL WATER LEVEL
B.B.	BACK TO BACK	E/P	EDGE OF PAVEMENT	OID	OPEN LID
B/P	BOTTOM OF PIPE	EX.	EXISTING	P.E.	PRIVATE ENTRANCE
B/WALL	GROUND AT BOTTOM OF WALL	F.E.	FIELD ENTRANCE	PERF.	PERFORATED
B.B.	BUFFALO BOX	F.F.	FACE TO FACE	P.C.	POINT OF CURVE
BIT.	BITUMINOUS CONCRETE	FF	FINISHED FLOOR	P.C.C.	PORTLAND CEMENT CONCRETE
BM	BENCHMARK	FES	FLARED END SECTION	PCC	POINT OF COMPOUND CURVE
B.O.	BY OTHERS	FM	FIRE MAIN	PG.	PROFILE GRADE LINE
C.E.	COMMERCIAL ENTRANCE	F/L	FLOW LINE	PI	POINT OF INTERSECTION
CB	CATCH BASIN	FM	FORCE MAIN	PL	PROPERTY LINE
CL	CENTERLINE	G	GROUND	PP	POWER POLE
CLD	CLOSED LID	GDAS	GAS	PROP.	PROPOSED
CMP	CORRUGATED METAL PIPE	GF	GRADE AT FOUNDATION	PT	POINT OF TANGENCY
CNTR.	CONTROL	GW	GUTTER	PVC	POLYVINYL CHLORIDE PIPE
C.O.	CLEAN OUT	H.C.	HANDICAP	P.V.C.	POINT OF VERTICAL CURVE
CONC.	CONCRETE	HWL	HEADWALL	PM	POINT OF VERTICAL INTERSECTION
CY	CUBIC YARD	HM	HANDHOLE	PVT	POINT OF VERTICAL TANGENCY
D	DITCH	H.W.L.	HIGH WATER LEVEL	P	PAVEMENT
DIA.	DIAMETER	INL	INLET	R	RADIUS
DP	DUCTILE IRON PIPE	INV.	INVERT	R.O.W.	RIGHT-OF-WAY
D.W.M.	DUCTILE IRON WATER MAIN	IP	IRON PIPE	RCF	REINFORCED CONCRETE PIPE
DT	DRAIN TILE	MAX.	MAXIMUM	REM	REMOVAL
D.S.	DOWN SPOUT	MB	MANHOLE	RR	RAILROAD
				RT	RIGHT
				SAN	SANITARY SEWER
				SF	SQUARE FOOT
				SHED	SHOULDER
				SL	STREET LIGHT
				SMH	SANITARY MANHOLE
				SS	STORM SEWER
				STA.	STATION
				STD	STANDARD
				SW	SIDEWALK
				SY	SQUARE YARDS
				TRK	TO BE REMOVED
				T	TELEPHONE
				T-A	TYPE A
				T/C	TOP OF CURB
				T/F	TOP OF FOUNDATION
				T/P	TOP OF PIPE
				T/W	TOP OF WALK
				T/WALL	TOP OF WALL
				TEMP	TEMPORARY
				TRANS	TRANSFORMER
				V.B.	VALVE BOX
				V.V.	VALVE VAULT
				WL	WATER LEVEL
				WM	WATER MAIN

NOTE:
THE LOCATION, ELEVATION, SIZE, AND TYPES OF ALL EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATION, ELEVATION, SIZE AND TYPES OF ALL EXISTING UTILITIES PRIOR TO COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.



CivWORKS
Consulting, LLC

ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-005714

EXHIBIT B

HOLLADAY PROPERTIES
Building Solutions Since 1952

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E-mail: info@civworks.com
Web: www.civworks.com



COVER SHEET
PROPOSED WOODSPRING SUITES HOTEL
1160 N GARY AVE, CAROL STREAM, ILLINOIS

PROJ. MGR. OF
DRAWN BY: OF
DATE: 03-06-2017
SCALE: N.T.S.
SHEET NO.
C1.0
PROJ. NUMBER: 16011

REVISIONS	
1	03-30-17 REVISED PER VILLAGE REVIEW

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PAVEMENT MARKING AND SIGN LEGEND

- ① R7-8 HANDICAP PARKING SIGN (12'X18") WITH S250 FINE
- ② R1-1 STOP SIGN (30'X30")
- ③ R5-1 DO NOT ENTER SIGN (30'X30")
- ④ R3-5 RIGHT TURN ONLY SIGN (30'X36")
- ⑤ R3-2 NO LEFT TURN (36'X36")
- Ⓐ HANDICAP SYMBOL PER LATEST ADA STANDARDS
- Ⓑ 4" SOLID YELLOW AT 24" C-C AT 45 DEGREES
- Ⓒ 4" SOLID YELLOW STRIPE (TYP)
- Ⓓ 24" WIDE WHITE STOP BAR (INSTALLED 4' BEFORE WALK)

SITE DATA

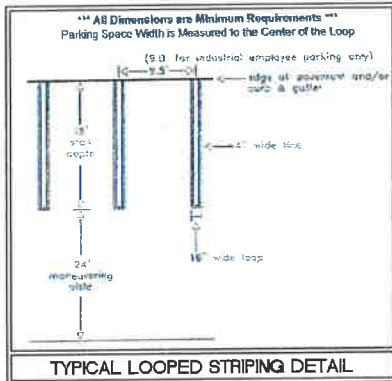
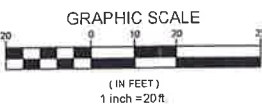
TOTAL SITE AREA = 131,279 SF = 3.01 AC
 SITE ZONING = B-2 GENERAL RETAIL DISTRICT PUD
 PROPOSED BUILDING = 123 ROOM, 4-STORY HOTEL, 46'-11" HEIGHT
 TOTAL BUILDING AREA = 48,391 G.S.F. (ALL 4 STORIES)
 BUILDING FOOTPRINT AREA = 12,114 G.S.F.
 FLOOR AREA RATIO = 0.36

PARKING SUMMARY

PARKING REQUIRED = 1 SPACE PER UNIT + 1 SPACE PER EMPLOYEE = 128 SPACES
 PARKING PROVIDED = REGULAR PARKING PROVIDED = 126 SPACES
 HANDICAP PARKING PROVIDED = 5 SPACES
 TOTAL PARKING PROVIDED = 131 SPACES

REQUESTED EXEMPTIONS FROM LOT REQUIREMENTS

SETBACKS REQUEST LARGER SETBACK FROM NEW GARY AVENUE THAN ALLOWED 100' MAXIMUM



- GENERAL NOTES**
- ALL DIMENSIONS AND CURB RADII ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
 - ALL CURB SHALL BE 66-12 CURB AND GUTTER.
 - ALL SIDEWALK SHALL BE COMBINATION SIDEWALK AND BARRIER CURB AND SHALL BE MONOLITHICALLY CAST ACCORDING TO THE DETAIL.
 - ALL RADII ARE 5.0' UNLESS OTHERWISE NOTED.
 - ALL SITE SIGNAGE SHALL BE IN CONFORMANCE WITH MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.) STANDARDS, LATEST EDITION.
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 - DETECTABLE WARNING STRIPS WITH TRUNCATED DOMES ON ALL CURB RAMPS SHALL CONSIST OF CONTRASTING COLOR TO ADJACENT PAVEMENT COLOR PER IDOT REGULATIONS, PREFERRED COLOR IS RED (FEDERAL COLOR STANDARD 30166)
 - REFER TO ARCHITECTURAL AND SIGNAGE PLANS FOR ANY ADDITIONAL SITE SIGNAGE AND PAVEMENT MARKINGS.
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SITE PAVING LEGEND

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	CONCRETE PAVEMENT 8" P.C. CONCRETE PAVEMENT 4" AGGREGATE BASE (CA-6)
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EXHIBIT D

REVISIONS

NO.	DESCRIPTION

CIVIL ENGINEERS - PLANNERS - DEVELOPMENT CONSULTANTS

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 CHICAGO, ILLINOIS 60647
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 E-mail: info@civworks.com
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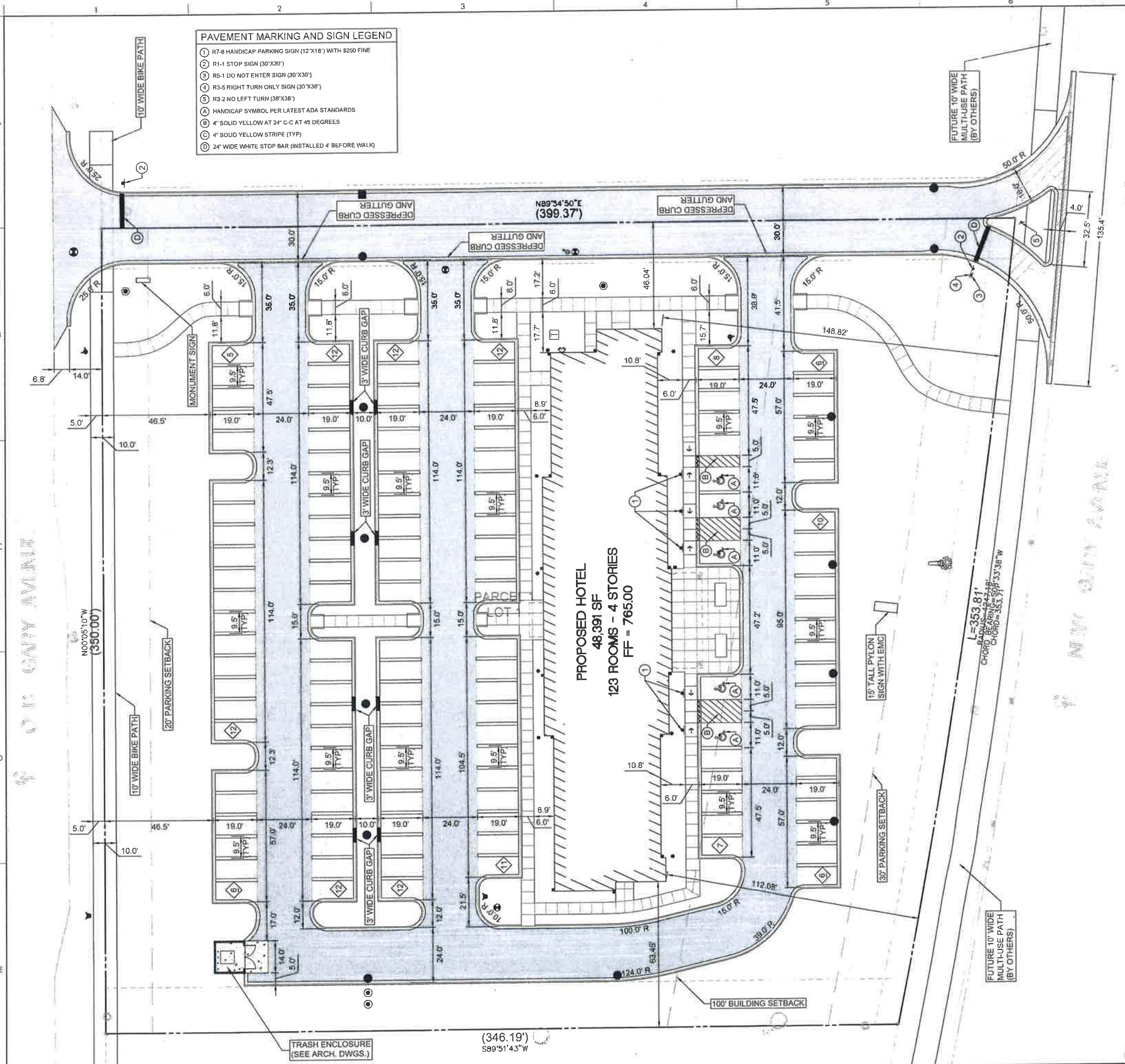
1160 N GARY AVE, CAROL STREAM, ILLINOIS

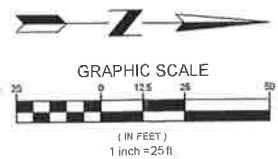
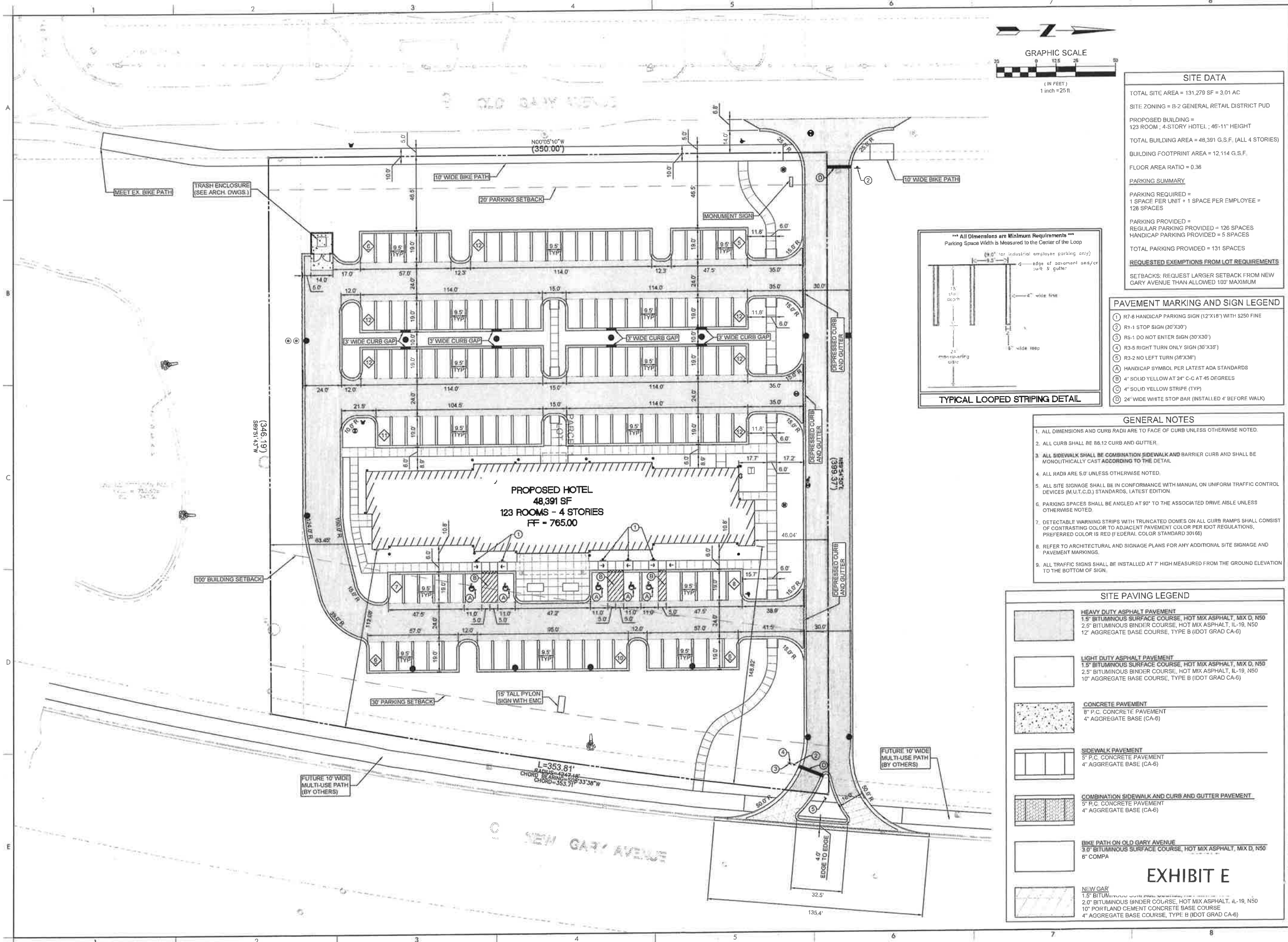
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 SCALE: 1"=20'

SHEET NO. C3.0

PROJ. NUMBER: 14011

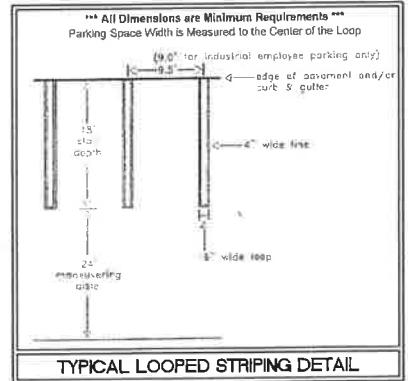
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CIVIL ENGINEERS - PLANNERS - DEVELOPMENT CONSULTANTS

CIVWORKS Consulting, LLC

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Email: info@civworks.com
Web: www.civworks.com

OVERALL SITE DIMENSIONAL AND PAVING PLAN

PROPOSED WOODSPRING SUITES HOTEL

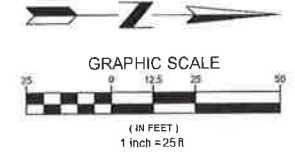
1160 N GARY AVE, CAROL STREAM, ILLINOIS

PROJ. MGR.: [Signature]
 DRAWN BY: [Signature]
 DATE: 03-06-2017
 SCALE: 1"=25'

SHEET NO. C3.1

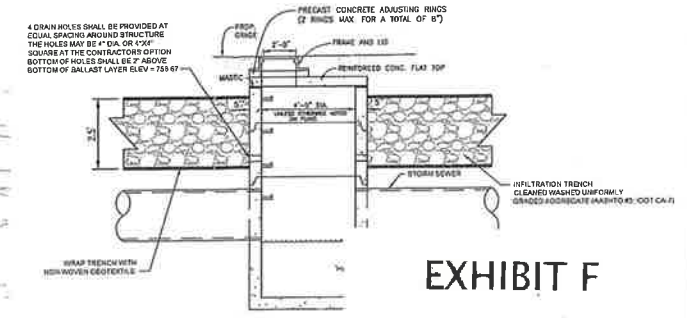
PROJ. NUMBER: 16011

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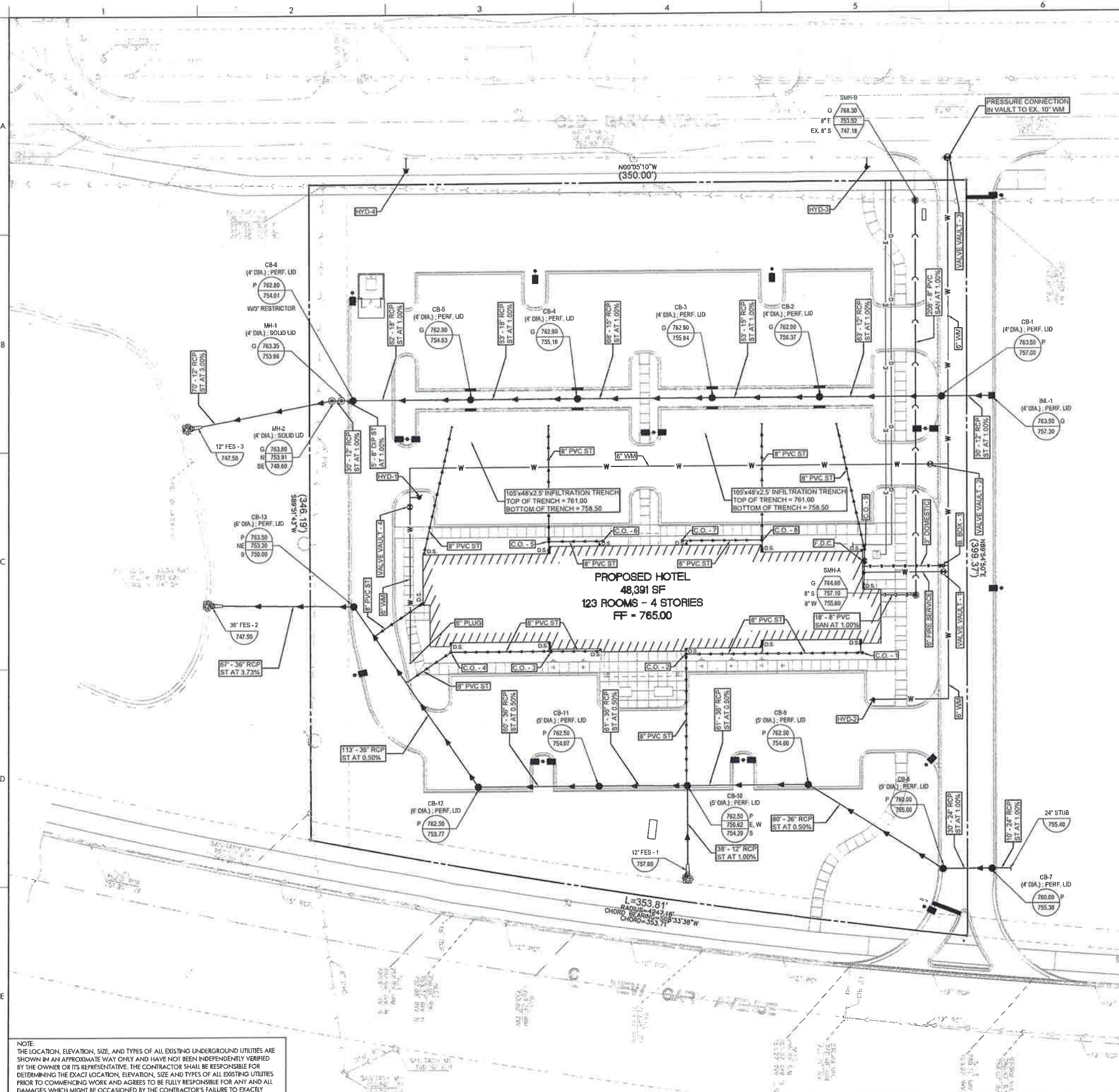


STORMWATER SUMMARY	
SITE AREA	= 131,279 SF = 3.01 AC
PROPOSED ON-SITE IMPERVIOUS AREA	= 78,820 SF
OFF-SITE IMPERVIOUS AREA (NORTH HALF OF ACCESS ROAD)	= 6,279 SF = 0.14 AC
TOTAL NEW IMPERVIOUS AREA	= 85,099 SF = 1.95 AC
DEVELOPMENTAL STORAGE (DETENTION)	
DETENTION FOR THE SITE HAS PREVIOUSLY BEEN PROVIDED WITHIN THE EX. DETENTION BASIN TO THE SOUTH OF THE SITE.	
CURVE NUMBER CALCULATION = $((98 \times 1.95) + (74 \times 1.20)) / 3.15 = 89$	
THIS IS LESS THAN THE PREVIOUSLY ASSUMED CN VALUE OF 91 FOR THE SITES WATERSHED, THEREFORE THE EXISTING DETENTION IS ADEQUATE FOR THE PROPOSED IMPROVEMENTS AND NO ADDITIONAL DEVELOPMENTAL STORAGE IS REQUIRED.	
VOLUME CONTROL CALCULATIONS	
PER CURRENT DUPAGE COUNTY ORDINANCE, VOLUME CONTROL IS REQUIRED FOR ALL NEW IMPERVIOUS.	
REQUIRED VOLUME CONTROL	85,099 SF X 1.25" = 8,864 CF
PROPOSED VOLUME CONTROL STORAGE IN INFILTRATION TRENCH BELOW PAVEMENT	
TRENCH SURFACE AREA	= 10,080 SF
STORAGE PROVIDED	= 10,080 x 2.5 x 0.36 = 9,072 CF

- NOTES**
- EXISTING UTILITY INFORMATION IS BASED ON BEST AVAILABLE RECORDS AT THIS TIME. THE CONTRACTOR SHALL FIELD VERIFY LOCATION, SIZE AND DEPTH BEFORE ORDERING ANY MATERIAL, OR BEGINNING ANY PROPOSED CONSTRUCTION.
 - DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
 - FRAMES AND GRATES ARE AS FOLLOWS UNLESS OTHERWISE NOTED:
 F&L IN OPEN SPACE AND PAVEMENT: EJM 1022-2 WITH TYPE M1 GRATE (NEENAH R2302-A)
 F&L IN OPEN SPACE, EJM 6527 WITH TYPE M1 GRATE (NEENAH R-2502-A)
 F&L IN PAVEMENT: NEENAH R-2502-C (OR APPROVED EQUAL)
 F&L ALONG STANDARD CURB LINE: EJM 7000 WITH TYPE T1 BACK AND TYPE M1 GRATE (NEENAH R-2075) FOR 88-12 APPLICATIONS, W/GEN GLUTTER SECTION TO ACCOMMODATE THE LARGER GRATE SECTION.
 F&L ALONG DEPRESSED CURB LINE: EJM 7000 WITH TYPE M3 FLAT GRATE
 EJM = EAST JORDAN IRON WORKS
 F&L = FRAME AND SOLID LID
 F&L = FRAME AND PERFORATED LID
 - SEE LANDSCAPE PLANS FOR PROPOSED TREE LOCATIONS.
 - UTILITY CROSSINGS BETWEEN WET UTILITIES (WATER, SANITARY, STORAGE AND DRY UTILITIES (GAS, ELECTRIC, TELEPHONE, TELECOMMUNICATIONS)) SHALL BE COORDINATED BETWEEN THE CONTRACTOR AND THE UTILITY COMPANIES TO ACCOMMODATE THE DESIGN OF THE WET UTILITY.
 - SEE ARCHITECTURAL AND PLUMBING PLANS FOR INVERT AND EXACT ENTRY LOCATION OF ALL BUILDING SERVICES.
 - THE ROUTING FOR TELEPHONE, ELECTRIC AND GAS SERVICE IF SHOWN IS FOR SCHEMATIC PURPOSES ONLY. THE CONTRACTOR SHALL CONTACT THE INDIVIDUAL UTILITY COMPANIES TO DETERMINE ACTUAL ROUTE AND COORDINATE THEIR CONSTRUCTION.
 - DRY UTILITY CONDUITS SHALL MAINTAIN 5 FT. OF HORIZONTAL SEPARATION FROM OTHER UTILITIES EXCEPT AT CROSSINGS.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FINAL UTILITY PIPE CLEANING PRIOR TO UTILITY BEING PUT INTO SERVICE.
 - CONTRACTOR SHALL PROVIDE WATER MAIN PROTECTION IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS, LATEST EDITION.
 - RESTORE DISTURBED AREAS TO EXISTING CONDITION. 6" TOPSOIL RESPREAD AND HYDROSEED. PROTECT EXISTING UTILITIES AND STORM LINE BEFORE CONSTRUCTION.
 - STRUCTURE ADJUSTMENTS SHALL BE ACCOMPLISHED USING ADJUSTING RINGS UP TO A MAXIMUM OF 8". STRUCTURE ADJUSTMENTS OF MORE THAN 12" IN HEIGHT SHALL BE ACCOMPLISHED BY REMOVING THE STRUCTURE TOP AND INSTALLING A NEW BARREL SECTION OF SUFFICIENT HEIGHT TO LIMIT THE REQUIRED ADJUSTING RING HEIGHT TO 8" OR LESS.



1 TYPICAL STRUCTURE AT INFILTRATION TRENCH
NOT TO SCALE



NOTE:
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REVISIONS

1	03-30-17	REVISED PER VILLAGE REVIEW
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CIVIL ENGINEERS - PLANNERS - DEVELOPMENT CONSULTANTS

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E-mail: info@civworks.com
Web: www.civworks.com

SITE UTILITY PLAN

PROPOSED WOODSPRING SUITES HOTEL

1160 N GARY AVE, CAROL STREAM, ILLINOIS

PROJ. MGR. OF
DRAWN BY: OF
DATE: 03-05-2017
SCALE: 1"=25'

SHEET NO.
C4.0

PROJ. NUMBER: 16011

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TREE PROTECTION & REMOVAL NOTES





1. CONTRACTOR SHALL OBTAIN ALL NECESSARY STATE AND LOCAL PERMITS AND PERMISSIONS TO PRUNE, REMOVE, AND/OR TRANSPLANT IDENTIFIED TREES PER CHAPTER 24 OF THE MUNICIPAL CODE.
2. DEAD AND DYING MATERIAL ON THE SITE SHALL BE REMOVED OR PRUNED. MATERIALS NOT LABELED ON THE PROTECTION PLAN SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT FOR REMEDIATION.
3. TREES MARKED FOR PRUNING / LIMBING UP SHALL BE TRIMMED OF ANY LOW HANGING LIMBS/BRANCHES UP TO THE MARKED CLEAR HEIGHT. 25%-30% OF REMAINING BRANCHES AND DEAD OR DYING AREAS SHALL BE PRUNED/REMOVED. ALL PRUNING SHALL BE BALANCED TO MAINTAIN SYMMETRY OF TREES AND BE PERFORMED IN ACCORDANCE WITH ANSI A300 STANDARDS (TCIA 2013).
4. ALL PRUNING / LIMBING SHALL BE PERFORMED BY A CERTIFIED ARBORIST.
5. DURING CONSTRUCTION EXISTING TREES OVER FOUR INCHES IN CALIPER SHALL BE PROTECTED WITH A BARRIER.
6. BARRIER SHALL BE CONSTRUCTED OF SNOW FENCE AND UPRIGHT POSTS AND SHALL BE ERECTED ONE FOOT BEYOND THE DRIP LINE OFF ALL EXISTING TREES ON SITE TO REMAIN.
7. ANY OTHER TREE WHICH IS TO REMAIN PERMANENTLY ON THE SITE SHALL BE IDENTIFIED BY PAINTING, FLAGGING, OR OTHER MEANS OF IDENTIFICATION.
8. NO EXCESS SOIL OR ADDITIONAL FILL, BUILDING MATERIALS OR DEBRIS SHALL BE PLACED WITHIN THE PROTECTIVE BARRIER.
9. NO VEHICLES OR HEAVY MACHINERY SHALL BE ALLOWED TO WORK WITHIN THE BARRIER AREA.
10. NO ATTACHMENTS OR WIRES, OTHER THAN PROTECTIVE GUY WIRES, SHALL BE ATTACHED TO ANY OF THE TREES WHICH ARE WITHIN PROTECTIVE BARRIER.
11. TREES MARKED FOR REMOVAL SHALL BE CUT WITH CHAINSAW OR TREE SAW TO WITHIN 12" OF GRADE. UNLESS SOIL AREA IS TO BE EXCAVATED FOR SITE IMPROVEMENTS, A STUMP GRINDER SHALL BE USED TO REMOVE ALL REMAINING ROOTS AND WOODY MATERIAL WITHIN A 24" RADIUS OF THE TREE TRUNK TO MIN. 6" BELOW GRADE. DISTURBED AREA SHALL BE BACKFILLED WITH COMPACTED TOPSOIL TO MEET SURROUNDING GRADES.

EXISTING VEGETATION DESCRIPTION

THE PROJECT SITE CONTAINS A VARIETY OF NATURALLY SEEDED AND GROWN TREES RANGING IN SIZE FROM 2" TO 34" IN CAL. THE BULK OF THE TREES ON SITE ARE MADE UP OF SIBERIAN ELM, BOX ELDER, SILVER POPLARS, AND SILVER MAPLE, AND GREEN ASH, ALL OF WHICH WOULD WARRANT REMOVAL BECAUSE OF THE UNDESIRABILITY OF THE SPECIES.

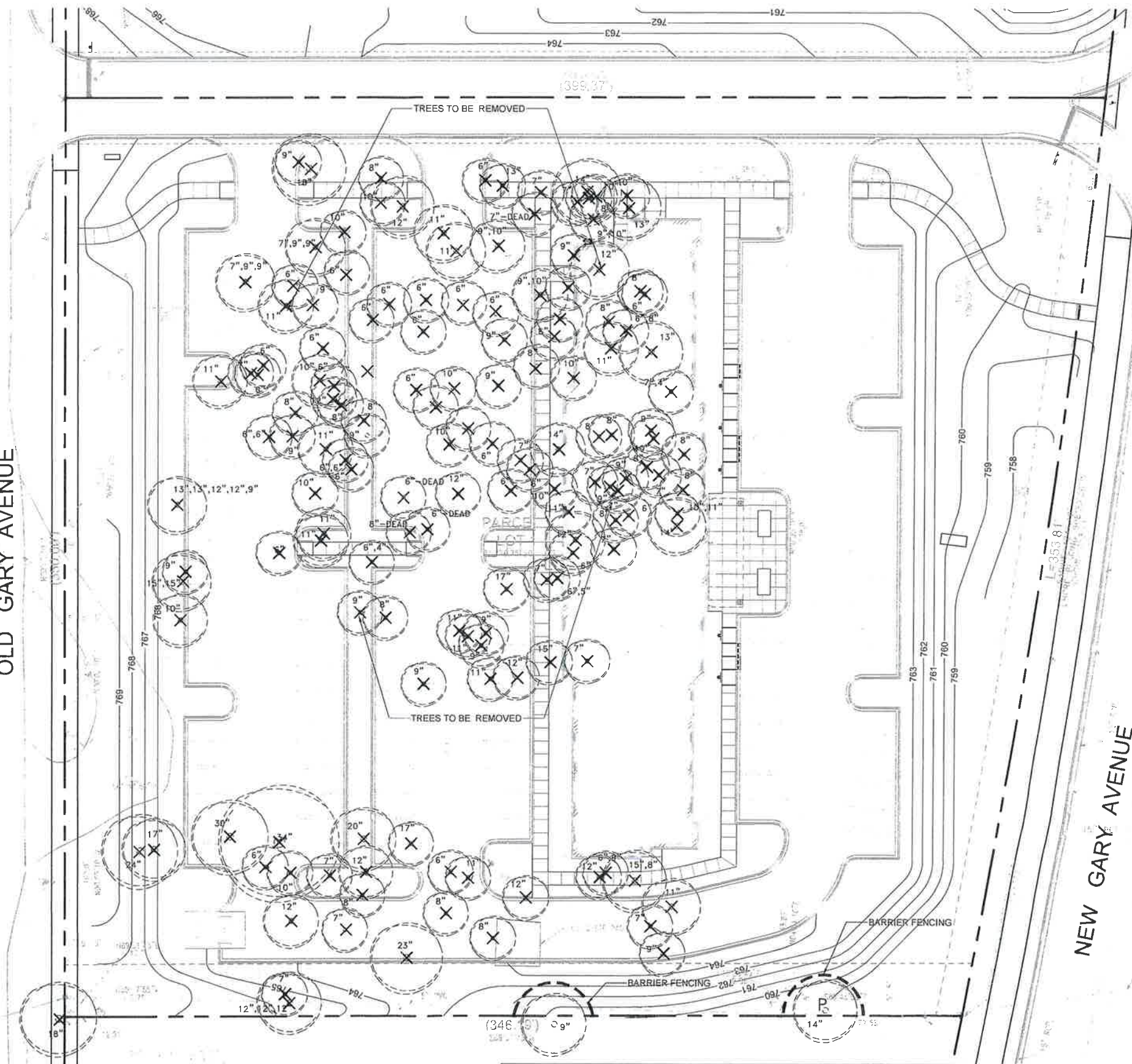
WHILE THERE ARE A HANDFUL OF MATURE MAPLE AND OAK TREES ON SITE, THE PROPOSED PLANTINGS MEET THE VILLAGE REQUIREMENTS FOR § 18-5-6(M), AND THE REMOVAL OF THESE TREES IS REQUIRED FOR DEVELOPMENT. ALL EXISTING, DESIRABLE TREES OUTSIDE OF THE CONSTRUCTION LIMITS ARE PROPOSED TO BE SAVED, PROTECTED AND PRUNED.

TREE PROTECTION & REMOVAL LEGEND

-  EXISTING TREE TO BE REMAIN
-  EXISTING TREE TO BE PRUNED
-  EXISTING TREE TO BE REMOVED
-  48" HT. BARRIER FENCE DURING CONSTRUCTION

OLD GARY AVENUE

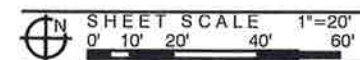
NEW GARY AVENUE



1 TREE REMOVAL & PROTECTION PLAN

SCALE 1"=20'

EXHIBIT H



LG Landscape Architecture
Site Planning
Workshop LLC
2324 W. Armitage Avenue
Chicago, IL 60647
ph. 773.697.4388
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PROJECT TEAM

PROJECT NAME
WOODSPRING SUITES
AN EXTENDED STAY HOTEL
1160 N. Gary Ave,
Carol Stream, IL 60188
DRAWING ISSUED
NO. TITLE DATE
1. PER VILLAGE REVIEW 3-30-17

SET TYPE
LANDSCAPE PLANS

PROJECT NUMBER
1703004

DATE
03-02-2017
DRAWN BY: LCG
APPROVED BY: LCG

SHEET TITLE
TREE PROTECTION & REMOVAL PLAN

SHEET NUMBER

L.1

PRELIMINARY PLANT LIST

SYM	SIZE	QTY	BOTANICAL NAME	COMMON NAME	COMMENT
DECIDUOUS SHADE TREES					
ACF	2.5" CAL.	4	ACER FREEMANII 'AUTUMN BLAZE'	AUTUMN BLAZE RED MAPLE	B&B
AMM	2.5" CAL.	8	ACER MIYABEI 'MORTON'	MIYABE MAPLE	B&B
GDE	2.5" CAL.	6	GYMNOCLADUS DIOIC. 'ESPRESSO'	ESPRESSO KENTUCKY COFFEE TREE	B&B
GTS	2.5" CAL.	5	GLEDISIA TRI. 'SHADEMASTER'	SHADEMASTER HONEYLOCUST	B&B
TCR	2.5" CAL.	7	TILIA AMERICANA 'REDMOND'	REDMOND LINDEN	B&B
ULH	2.5" CAL.	3	ULMUS 'REGAL'	REGAL ELM	B&B

EVERGREEN TREES					
PNA	6' HT.	8	PINUS NIGRA	AUSTRIAN PINE	B&B

ORNAMENTAL TREES					
AGP	6' MULTI	5	AMELANCHIER GRAN. 'PRINCESS DI'	PRINCESS DIANA SERVICEBERRY	B&B
BND	6' MULTI	4	BETULA NIGRA 'DURA-HEAT'	DURA-HEAT RIVER BIRCH	B&B
PCC	2" CAL.	8	PYRUS CALLERYANA 'CHANTICLEER'	CHANTICLEER FLOWERING PEAR	B&B
VIP	6' MULTI	3	VIBURNUM PRUNIFOLIUM	BLACKHAW VIBURNUM	B&B

DECIDUOUS SHRUBS					
AAB	30" HT.	20	ARONIA ARBUT. 'BRILLIANTISSIMA'	BRILLIANT RED CHOKEBERRY	B&B
AMA	30" HT.	22	ARONIA MELANO. 'AUTUMN MAGIC'	AUTUMN MAGIC CHOKEBERRY	B&B
CSI	30" HT.	16	CORNUS SERICEA 'ISANTI'	ISANTI DOGWOOD	B&B
FOS	30" HT.	22	FORSYTHIA X INTERMED. 'SUNRISE'	SUNRISE FORSYTHIA	B&B
FVB	18" W.	20	FORSYTHIA VIRID. 'BRONXENSIS'	BRONX GREENSTEM FORSYTHIA	B&B
LOC	30" HT.	13	LONICERA X YXLO. 'CLAVEY'S DWARF'	CLAVEY'S DWARF HONEYSUCKLE	B&B
POB	30" HT.	8	PYHSOCARPUS OPUL. 'DIABOLO'	DIABOLO NINEBARK	B&B
RAG	18" W.	30	RHUS AROMATICA 'GRO-LOW'	GRO-LOW SUMAC	B&B
SBT	18" W.	17	SPIREA BETULIFOLIA 'TOR'	TOR BIRCHLEAF SPIRAEA	B&B
SNS	30" HT.	24	SPIREA NIPPONICA 'SNOWMOUND'	SNOWMOUND SPIRAEA	B&B
SPM	30" HT.	15	SYRINGA PATULA 'MISS KIM'	MISS KIM KOREAN LILAC	B&B
VCC	30" HT.	20	VIBURNUM CARLESII 'COMPACTUM'	DWARF KOREANSPICE VIBURNUM	B&B
VTC	30" HT.	23	VIBURNUM TRILOBUM 'ALFREDO'	ALFREDO AMER. CRANBERRY BUSH	B&B

EVERGREEN SHRUBS					
JCK	24" W.	21	JUNIP. CHIN. 'KALLAY'S COMPACTA'	KALLAY COMPACT JUNIPER	B&B
TMT	24" W.	29	TAXUS X MEDIA 'TAUNTON'	TAUNTON YEW	B&B
TME	24" W.	7	TAXUS X MEDIA 'EVERLOW'	EVERLOW DENSE YEW	B&B

ORNAMENTAL GRASSES					
CAA	1 GAL.	31	CALAMAGROSTIS ACUT. 'STRICTUS'	STRICTUS FEATHER REED GRASS	
MSZ	1 GAL.	22	MISCANTHUS SIN. 'LITTLE ZEBRA'	LITTLE ZEBRA DWARF JAP. SILVER GRASS	
PAV	1 GAL.	6	PANICUM VIRGATUM 'SHENANDOAH'	SHENANDOAH RED SWITCH GRASS	

GROUNDCOVER / PERENNIALS					
ACH	1 QT.	206	ACHILLEA MILLE. 'PAPRIKA'	PAPRIKA YARROW	18" O.C.
ALS	1 QT.	201	ALLIUM TANGUT. 'SUMMER BEAUTY'	SUMMER BEAUTY WILD ONION	18" O.C.
ASA	4" POT.	64	ASTILBE ARENDsii 'FANAL'	FANAL ASTILBE	18" O.C.
DIL	1 QT.	22	DICENTRA LUXURIANT	LUXURIANT BLEEDING HEART	18" O.C.
EFC	2.25" POT	313	EUONYMUS FORTUNEI 'COLORATA'	PURPLELEAF WINTERCREEPER	12" O.C.
GEM	4" POT	193	GERANIUM SANGUINEUM 'MAX FREI'	MAX FREI BLOODY CRANESBILL	18" O.C.
HEM	4" POT	164	HEMEROCALLIS 'STELLA DE ORO'	STELLA DE ORO DAYLILY	15" O.C.
LAV	1 QT.	189	LEPENTULA 'MUNSTEAD STRAIN'	MUNSTEAD ENGLISH LAVENDAR	24" O.C.
NFW	1 QT.	39	NEPETA FASSENI 'WALKER'S LOW'	WALKER'S LOW CATMINT	24" O.C.
PHD	1 QT.	72	PHILOX DIVARICATA	BLUE PHLOX	15" O.C.
SED	1 QT.	68	SEDUM X 'AUTUMN JOY'	AUTUMN JOY SEDUM	18" O.C.
SES	1 QT.	147	SESLERIA AUTUMNALIS	AUTUMN MOOR GRASS	15" O.C.
SEED	SQ. YD.	1706	SEEDED LAWN		
SEED2	SQ. YD.	154	LOW GROWING PRAIRIE FOR CLAY SOILS MIX - PRAIRIE NURSERY, WESTFIELD, WI.		
SOD	SQ. YD.	2585	SODDED LAWN		

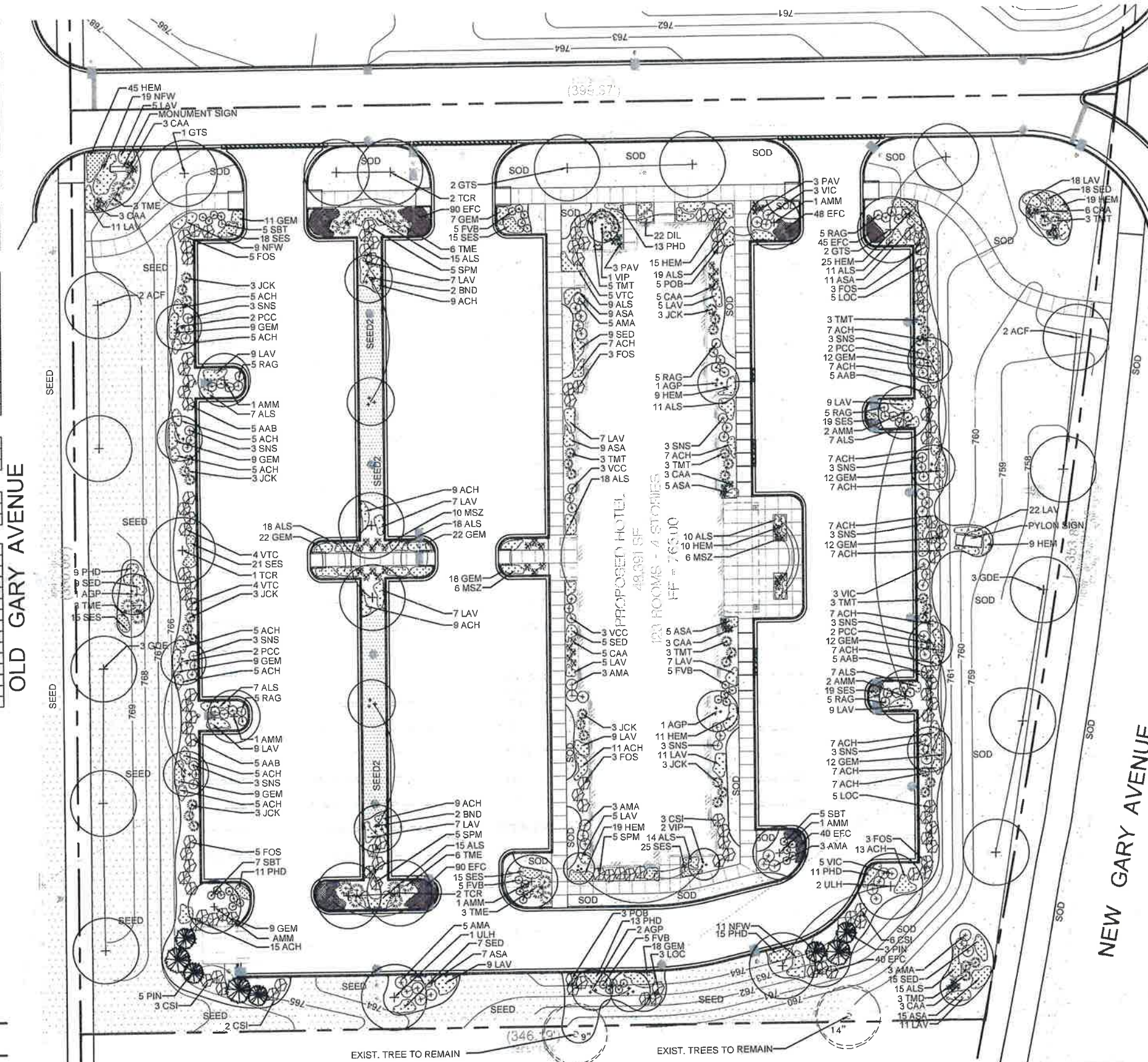
SEED2 - LOW GROWING PRAIRIE FOR CLAY SOILS MIX CONTENTS

WILDFLOWERS: NODDING PINK ONION, SMOOTH ASTER, CANADA MILK VETCH, CREAM FALSE INDIGO, LANCELEAF COREOPSIS, WHITE PRAIRIE CLOVER, PURPLE PRAIRIE CLOVER, SHOOTINGSTAR, PURPLE CONEFLOWER, PRAIRIE BLAZINGSTAR, WILD QUININE, SMOOTH PENSTEMON, BLACK EYED SUSAN, OHIO GOLDENROD, STIFF GOLDENROD, OHIO SPIDERWORT, GOLDEN ALEXANDERS

GRASSES & SEDGES: SIDEOATS GRAMA, PRAIRIE BROME GRASS, LITTLE BLUESTEM, PRAIRIE DROPSEED, FOX SEDGE

LANDSCAPE LEGEND

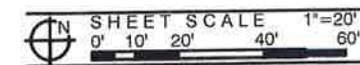
	EXISTING TREE		PROPOSED LARGE SHRUB 70 PTS
	PROPOSED SHADE TREE 225 PTS		PROPOSED MEDIUM SHRUB 35 PTS
	PROPOSED ORNAMENTAL TREE 250 PTS		PROPOSED EVERGREEN SHRUB 35 PTS
	PROPOSED EVERGREEN TREE 275 PTS		PROPOSED LOW SHRUB 35 PTS
			PROPOSED ORNAMENTAL PLANTING 5 PTS
			PROPOSED PERENNIAL PLANTING 5 PTS / SQ. FT.
			PROPOSED GROUNDCOVER PLANTINGS 5 PTS / SQ. FT.



1 PRELIMINARY LANDSCAPE PLAN

SCALE 1"=20'

EXHIBIT I



LG Workshop LLC
Landscape Architecture
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PROJECT TEAM

PROJECT NAME
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AN EXTENDED STAY HOTEL
1160 N. Gary Ave.
Carol Stream, IL 60188
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NO. TITLE DATE
1. PER VILLAGE REVIEW 3-30-17

SET TYPE
LANDSCAPE PLANS

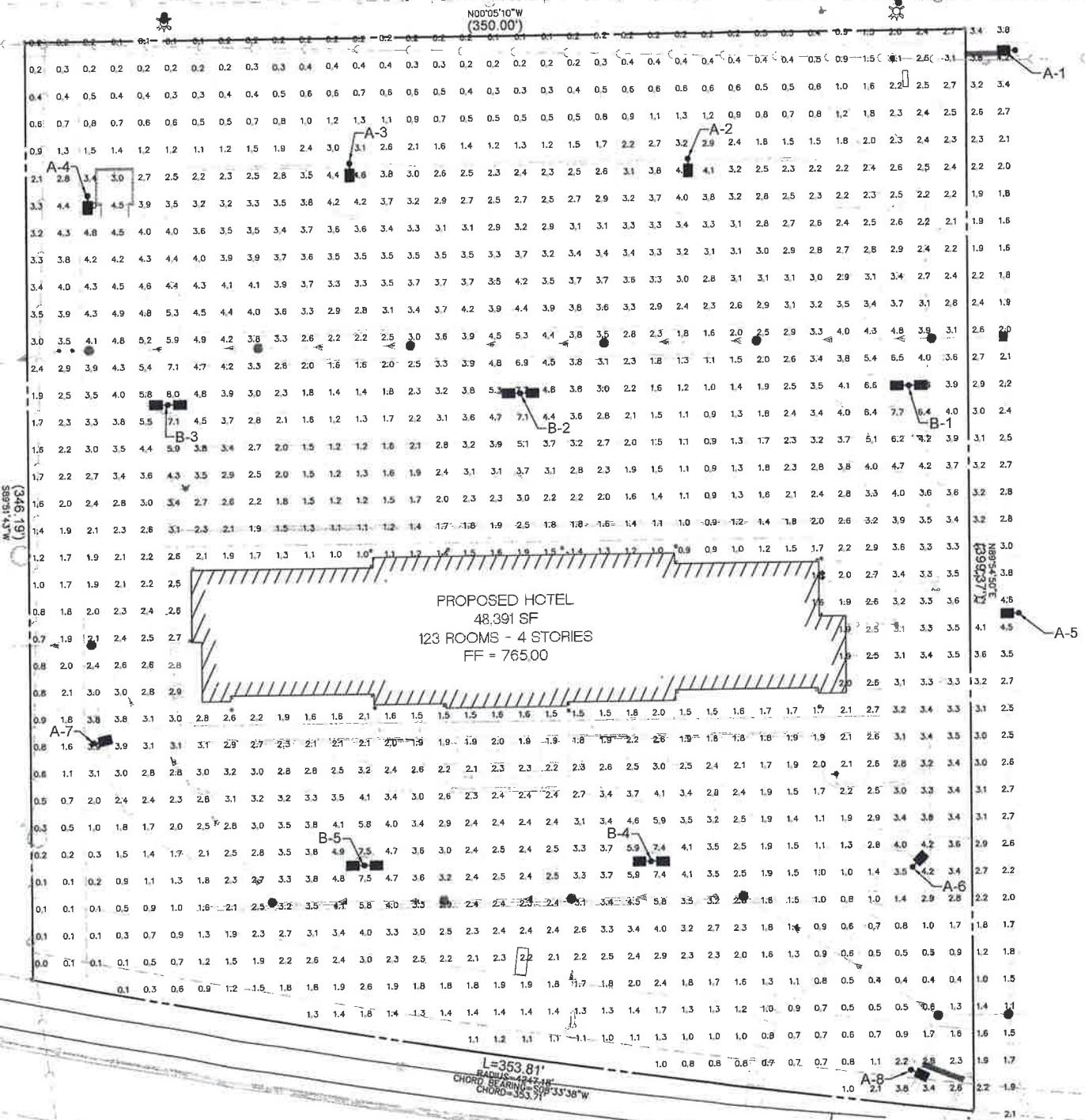
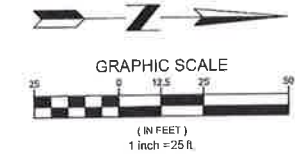
PROJECT NUMBER
1703004

DATE
03-02-2017
DRAWN BY: APPROVED BY:
LCG LCG

SHEET TITLE
LANDSCAPE PLAN

SHEET NUMBER

L.2

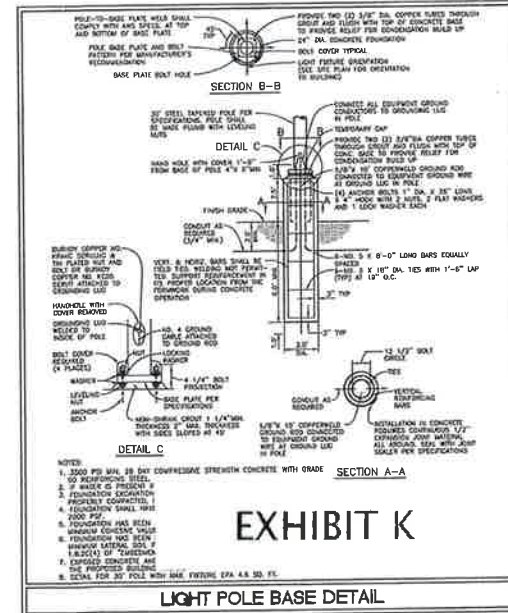


Statistics

Description	Avg	Max	Min	Max/Min	Avg/Min
Calc Zone #1	2.28 fc	8.0 fc	0.0 fc	182.2:1	51.9:1

LUMINAIRE SCHEDULE

Symbol	Label	Qty	Catalog Number	Description	Lamp	File	Lumens	LLF	Watts
	A	8	DSX2 LED 100C 700 40K T4M MVOLTS	DSX2 LED W/2 (30) LED & 2 (20) LED LIGHT ENGINES, (2) TROUSA DRIVERS, 4000K LED, TYPE T3M OPTICS WITH HOUSE SIDE SHIELD	LED	DSX2_LED_10 OC_700_40K_T 4M_MVOLTS_H Sies	Absolute	0.95	327
	B	5	DSX2 LED 100C 700 40K T3M MVOLTS	DUAL DSX2 LED W/2 (30) LED & 2 (20) LED LIGHT ENGINES, (2) TROUSA DRIVERS, 4000K LED, TYPE T3M OPTICS WITH HOUSE SIDE SHIELD	LED	DSX2_LED_10 OC_700_40K_T 3M_MVOLTS_H Sies	Absolute	0.95	464



REVISIONS

NO.	DATE	DESCRIPTION
1	03-30-17	REVISED PER VILLAGE REVIEW

CIVIL ENGINEERS - PLANNERS - DEVELOPMENT CONSULTANTS

CIVWORKS
Consulting, LLC

3343 N. NEVA AVENUE
CHICAGO, ILLINOIS 60647
Tel: (773) 637-9454
Fax: (773) 637-9454
E-mail: info@civworks.com
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SITE PHOTOMETRICS PLAN

PROPOSED WOODSPRING SUITES HOTEL

1160 N GARY AVE, CAROL STREAM, ILLINOIS

PROJ. MGR: [Signature]
DRAWN BY: [Signature]
DATE: 03-06-2017
SCALE: 1"=25'
SHEET NO.
PH1.0
PROJ. NUMBER: 16011

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D-Series Size 2 LED Area Luminaire

Specifications

- EPA: 2.01
- Length: 40"
- Width: 15"
- Height: 7.1"
- Weight (max): 36 lbs

Ordering Information

EXAMPLE: DSX2 LED 80C 1000 40K T4M MVOLT SPA DORXB

DSX2 LED	Color Temp	Power	Beam Angle	Mounting	Options	Notes
DSX2 LED	80C	1000	40°	T4M	MVOLT	SPA DORXB

Performance Data

Lumen Output

Temp	Power	Lumen Output	Efficiency
25°C	1000W	100,000 lm	100 lm/W
35°C	1000W	95,000 lm	95 lm/W
45°C	1000W	90,000 lm	90 lm/W

Controls & Shields

Controls:

- DSX2: 0-10V dimming
- DSX2: DALI dimming
- DSX2: 0-10V dimming + DALI

Shields:

- DSX2: Clear
- DSX2: Frosted
- DSX2: Prismatic

Drilling

Anchor Base Poles

SSA SQUARE STRAIGHT ALUMINUM

Anchor Base Poles

SSA SQUARE STRAIGHT ALUMINUM

Performance Data

Lumen Output

Temp	Power	Lumen Output	Efficiency
25°C	1000W	100,000 lm	100 lm/W
35°C	1000W	95,000 lm	95 lm/W
45°C	1000W	90,000 lm	90 lm/W

Projected LED Lumen Maintenance

Photometric Diagrams

FEATURES & SPECIFICATIONS

ANCHORED USE: This luminaire is designed for use in an anchored application. It is not intended for use in a suspended application.

CONSTRUCTION: The luminaire is constructed from high quality materials and is designed for long life service.

FINISH: The luminaire is finished with a powder coat finish.

OPTIONS: The luminaire is available with various options including dimming and shields.

Performance Data

Lumen Ambient Temperature (LAT) Multipliers

LAT	Multiplier
25°C	1.0
35°C	0.95
45°C	0.90

Electrical Load

Power	Current	Voltage
1000W	8.3A	120V
1000W	4.2A	240V

Projected LED Lumen Maintenance

Photometric Diagrams

FEATURES & SPECIFICATIONS

ANCHORED USE: This luminaire is designed for use in an anchored application. It is not intended for use in a suspended application.

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LITHONIA LIGHTING

FEATURES & SPECIFICATIONS

ANCHORED USE: This luminaire is designed for use in an anchored application. It is not intended for use in a suspended application.

CONSTRUCTION: The luminaire is constructed from high quality materials and is designed for long life service.

FINISH: The luminaire is finished with a powder coat finish.

OPTIONS: The luminaire is available with various options including dimming and shields.

Anchor Base Poles

SSA SQUARE STRAIGHT ALUMINUM

Anchor Base Poles

SSA SQUARE STRAIGHT ALUMINUM

Drilling

Anchor Base Poles

SSA SQUARE STRAIGHT ALUMINUM

Anchor Base Poles

SSA SQUARE STRAIGHT ALUMINUM

SSA Square Straight Aluminum Poles

TECHNICAL INFORMATION

Catalog Number	Height (ft)	Pole Shaft Size (in x ft)	Wall Thick (in)	90 mph	100 mph	Max.	Bolt Circle (in)	Bolt Size (in x in)	Approximate ship (lbs.)	
SSA 8 4C	8	4.0 x 8.0	0.125	15.5	12.8	8.9	300	5/8 x 8.25	3/4 x 18 x 3	77
SSA 10 4C	10	4.0 x 10.0	0.125	18.5	14.8	10.5	330	5/8 x 8.25	3/4 x 18 x 3	112
SSA 12 4C	12	4.0 x 12.0	0.125	21.5	17.2	12.2	360	5/8 x 8.25	3/4 x 18 x 3	147
SSA 14 4C	14	4.0 x 14.0	0.125	24.5	19.6	13.9	390	5/8 x 8.25	3/4 x 18 x 3	182
SSA 16 4C	16	4.0 x 16.0	0.125	27.5	22.0	15.6	420	5/8 x 8.25	3/4 x 18 x 3	217
SSA 18 4C	18	4.0 x 18.0	0.125	30.5	24.4	17.3	450	5/8 x 8.25	3/4 x 18 x 3	252
SSA 20 4C	20	4.0 x 20.0	0.125	33.5	26.8	19.0	480	5/8 x 8.25	3/4 x 18 x 3	287
SSA 22 4C	22	4.0 x 22.0	0.125	36.5	29.2	20.7	510	5/8 x 8.25	3/4 x 18 x 3	322
SSA 24 4C	24	4.0 x 24.0	0.125	39.5	31.6	22.4	540	5/8 x 8.25	3/4 x 18 x 3	357
SSA 26 4C	26	4.0 x 26.0	0.125	42.5	34.0	24.1	570	5/8 x 8.25	3/4 x 18 x 3	392
SSA 28 4C	28	4.0 x 28.0	0.125	45.5	36.4	25.8	600	5/8 x 8.25	3/4 x 18 x 3	427
SSA 30 4C	30	4.0 x 30.0	0.125	48.5	38.8	27.5	630	5/8 x 8.25	3/4 x 18 x 3	462
SSA 32 4C	32	4.0 x 32.0	0.125	51.5	41.2	29.2	660	5/8 x 8.25	3/4 x 18 x 3	497
SSA 34 4C	34	4.0 x 34.0	0.125	54.5	43.6	30.9	690	5/8 x 8.25	3/4 x 18 x 3	532
SSA 36 4C	36	4.0 x 36.0	0.125	57.5	46.0	32.6	720	5/8 x 8.25	3/4 x 18 x 3	567
SSA 38 4C	38	4.0 x 38.0	0.125	60.5	48.4	34.3	750	5/8 x 8.25	3/4 x 18 x 3	602
SSA 40 4C	40	4.0 x 40.0	0.125	63.5	50.8	36.0	780	5/8 x 8.25	3/4 x 18 x 3	637
SSA 42 4C	42	4.0 x 42.0	0.125	66.5	53.2	37.7	810	5/8 x 8.25	3/4 x 18 x 3	672
SSA 44 4C	44	4.0 x 44.0	0.125	69.5	55.6	39.4	840	5/8 x 8.25	3/4 x 18 x 3	707
SSA 46 4C	46	4.0 x 46.0	0.125	72.5	58.0	41.1	870	5/8 x 8.25	3/4 x 18 x 3	742
SSA 48 4C	48	4.0 x 48.0	0.125	75.5	60.4	42.8	900	5/8 x 8.25	3/4 x 18 x 3	777
SSA 50 4C	50	4.0 x 50.0	0.125	78.5	62.8	44.5	930	5/8 x 8.25	3/4 x 18 x 3	812
SSA 52 4C	52	4.0 x 52.0	0.125	81.5	65.2	46.2	960	5/8 x 8.25	3/4 x 18 x 3	847
SSA 54 4C	54	4.0 x 54.0	0.125	84.5	67.6	47.9	990	5/8 x 8.25	3/4 x 18 x 3	882
SSA 56 4C	56	4.0 x 56.0	0.125	87.5	70.0	49.6	1020	5/8 x 8.25	3/4 x 18 x 3	917
SSA 58 4C	58	4.0 x 58.0	0.125	90.5	72.4	51.3	1050	5/8 x 8.25	3/4 x 18 x 3	952
SSA 60 4C	60	4.0 x 60.0	0.125	93.5	74.8	53.0	1080	5/8 x 8.25	3/4 x 18 x 3	987
SSA 62 4C	62	4.0 x 62.0	0.125	96.5	77.2	54.7	1110	5/8 x 8.25	3/4 x 18 x 3	1022
SSA 64 4C	64	4.0 x 64.0	0.125	99.5	79.6	56.4	1140	5/8 x 8.25	3/4 x 18 x 3	1057
SSA 66 4C	66	4.0 x 66.0	0.125	102.5	82.0	58.1	1170	5/8 x 8.25	3/4 x 18 x 3	1092
SSA 68 4C	68	4.0 x 68.0	0.125	105.5	84.4	59.8	1200	5/8 x 8.25	3/4 x 18 x 3	1127
SSA 70 4C	70	4.0 x 70.0	0.125	108.5	86.8	61.5	1230	5/8 x 8.25	3/4 x 18 x 3	1162
SSA 72 4C	72	4.0 x 72.0	0.125	111.5	89.2	63.2	1260	5/8 x 8.25	3/4 x 18 x 3	1197
SSA 74 4C	74	4.0 x 74.0	0.125	114.5	91.6	64.9	1290	5/8 x 8.25	3/4 x 18 x 3	1232
SSA 76 4C	76	4.0 x 76.0	0.125	117.5	94.0	66.6	1320	5/8 x 8.25	3/4 x 18 x 3	1267
SSA 78 4C	78	4.0 x 78.0	0.125	120.5	96.4	68.3	1350	5/8 x 8.25	3/4 x 18 x 3	1302
SSA 80 4C	80	4.0 x 80.0	0.125	123.5	98.8	70.0	1380	5/8 x 8.25	3/4 x 18 x 3	1337
SSA 82 4C	82	4.0 x 82.0	0.125	126.5	101.2	71.7	1410	5/8 x 8.25	3/4 x 18 x 3	1372
SSA 84 4C	84	4.0 x 84.0	0.125	129.5	103.6	73.4	1440	5/8 x 8.25	3/4 x 18 x 3	1407
SSA 86 4C	86	4.0 x 86.0	0.125	132.5	106.0	75.1	1470	5/8 x 8.25	3/4 x 18 x 3	1442
SSA 88 4C	88	4.0 x 88.0	0.125	135.5	108.4	76.8	1500	5/8 x 8.25	3/4 x 18 x 3	1477
SSA 90 4C	90	4.0 x 90.0	0.125	138.5	110.8	78.5	1530	5/8 x 8.25	3/4 x 18 x 3	1512
SSA 92 4C	92	4.0 x 92.0	0.125	141.5	113.2	80.2	1560	5/8 x 8.25	3/4 x 18 x 3	1547
SSA 94 4C	94	4.0 x 94.0	0.125	144.5	115.6	81.9	1590	5/8 x 8.25	3/4 x 18 x 3	1582
SSA 96 4C	96	4.0 x 96.0	0.125	147.5	118.0	83.6	1620	5/8 x 8.25	3/4 x 18 x 3	1617
SSA 98 4C	98	4.0 x 98.0	0.125	150.5	120.4	85.3	1650	5/8 x 8.25	3/4 x 18 x 3	1652
SSA 100 4C	100	4.0 x 100.0	0.125	153.5	122.8	87.0	1680	5/8 x 8.25	3/4 x 18 x 3	1687
SSA 102 4C	102	4.0 x 102.0	0.125	156.5	125.2	88.7	1710	5/8 x 8.25	3/4 x 18 x 3	1722
SSA 104 4C	104	4.0 x 104.0	0.125	159.5	127.6	90.4	1740	5/8 x 8.25	3/4 x 18 x 3	1757
SSA 106 4C	106	4.0 x 106.0	0.125	162.5	130.0	92.1	1770	5/8 x 8.25	3/4 x 18 x 3	1792
SSA 108 4C	108	4.0 x 108.0	0.125	165.5	132.4	93.8	1800	5/8 x 8.25	3/4 x 18 x 3	1827
SSA 110 4C	110	4.0 x 110.0	0.125	168.5	134.8	95.5	1830	5/8 x 8.25	3/4 x 18 x 3	1862
SSA 112 4C	112	4.0 x 112.0	0.125	171.5	137.2	97.2	1860	5/8 x 8.25	3/4 x 18 x 3	1897
SSA 114 4C	114	4.0 x 114.0	0.125	174.5	139.6	98.9	1890	5/8 x 8.25	3/4 x 18 x 3	1932
SSA 116 4C	116	4.0 x 116.0	0.125	177.5	142.0	100.6	1920	5/8 x 8.25	3/4 x 18 x 3	1967
SSA 118 4C	118	4.0 x 118.0	0.125	180.5	144.4	102.3	1950	5/8 x 8.25	3/4 x 18 x 3	2002
SSA 120 4C	120	4.0 x 120.0	0.125	183.5	146.8	104.0	1980	5/8 x 8.25	3/4 x 18 x 3	2037
SSA 122 4C	122	4.0 x 122.0	0.125	186.5	149.2	105.7	2010	5/8 x 8.25	3/4 x 18 x 3	2072
SSA 124 4C	124	4.0 x 124.0	0.125	189.5	151.6	107.4	2040	5/8 x 8.25	3/4 x 18 x 3	2107
SSA 126 4C	126	4.0 x 126.0	0.125	192.5	154.0	109.1	2070	5/8 x 8.25	3/4 x 18 x 3	2142
SSA 128 4C	128	4.0 x 128.0	0.125	195.5	156.4	110.8	2100	5/8 x 8.25	3/4 x 18 x 3	2177
SSA 130 4C	130	4.0 x 130.0	0.125	198.5	158.8	112.5	2130	5/8 x 8.25	3/4 x 18 x 3	2212
SSA 132 4C	132	4.0 x 132.0	0.125	201.5	161.2	114.2	2160	5/8 x 8.25	3/4 x 18 x 3	2247
SSA 134 4C	134	4.0 x 134.0	0.125	204.5	163.6	115.9	2190	5/8 x 8.25	3/4 x 18 x 3	2282
SSA 136 4C	136	4.0 x 136.0	0.125	207.5	166.0	117.6	2220	5/8 x 8.25	3/4 x 18 x 3	2317
SSA 138 4C	138	4.0 x 138.0	0.125	210.5	168.4	119.3	2250	5/8 x 8.25	3/4 x 18 x 3	2352
SSA 140 4C	140	4.0 x 140.0	0.125	213.5	170.8	121.0	2280	5/8 x 8.25	3/4 x 18 x 3	2387
SSA 142 4C	142	4.0 x 142.0	0.125	216.5	173.2	122.7	2310	5/8 x 8.25	3/4 x 18 x 3	2422
SSA 144 4C	144	4.0 x 144.0	0.125	219.5	175.6	124.4	2340	5/8 x 8.25	3/4 x 18 x 3	2457
SSA 146 4C	146	4.0 x 146.0	0.125	222.5	178.0	126.1	2370	5/8 x 8.25	3/4 x 18 x 3	2492
SSA 148 4C	148	4.0 x 148.0	0.125	225.5	180.4	127.8	2400	5/8 x 8.25	3/4 x 18 x 3	2527
SSA 150 4C	150	4.0 x 150.0	0.125	228.5	182.8	129.5	2430	5/8 x 8.25	3/4 x 18 x 3	2562
SSA 152 4C	152	4.0 x 152.0	0.125	231.5	185.2	131.2	2460	5/8 x 8.25	3/4 x 18 x 3	259

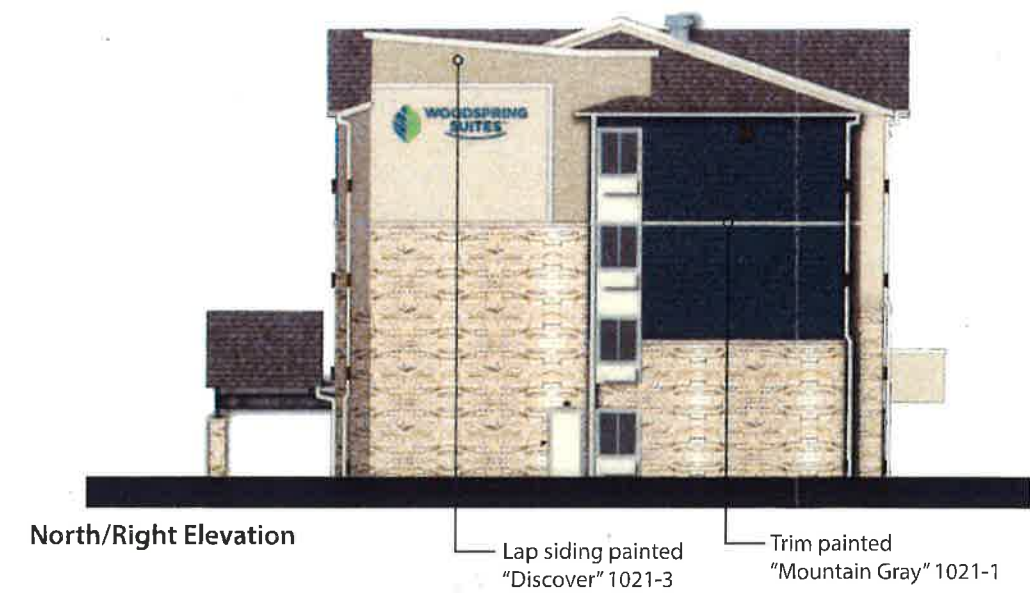
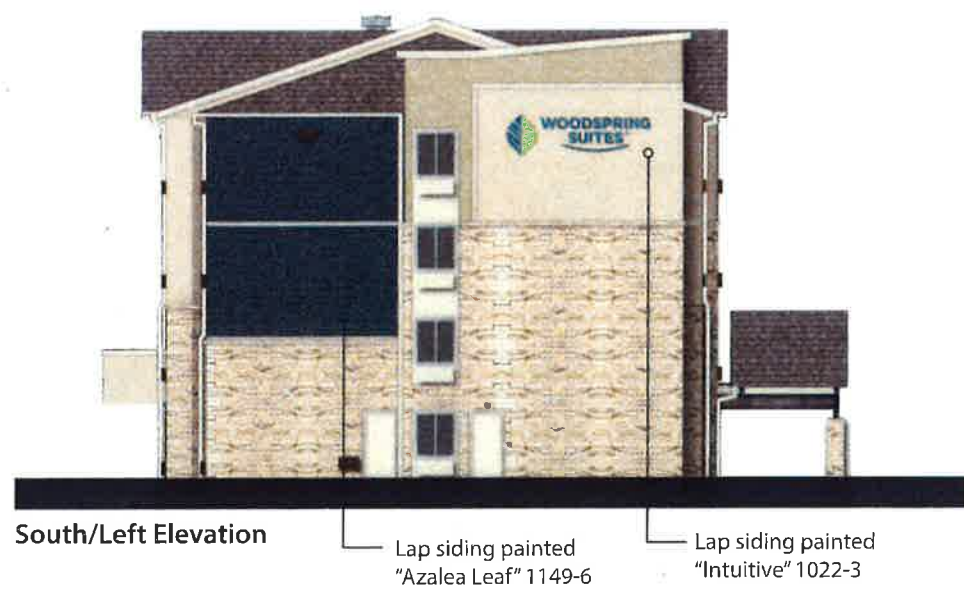
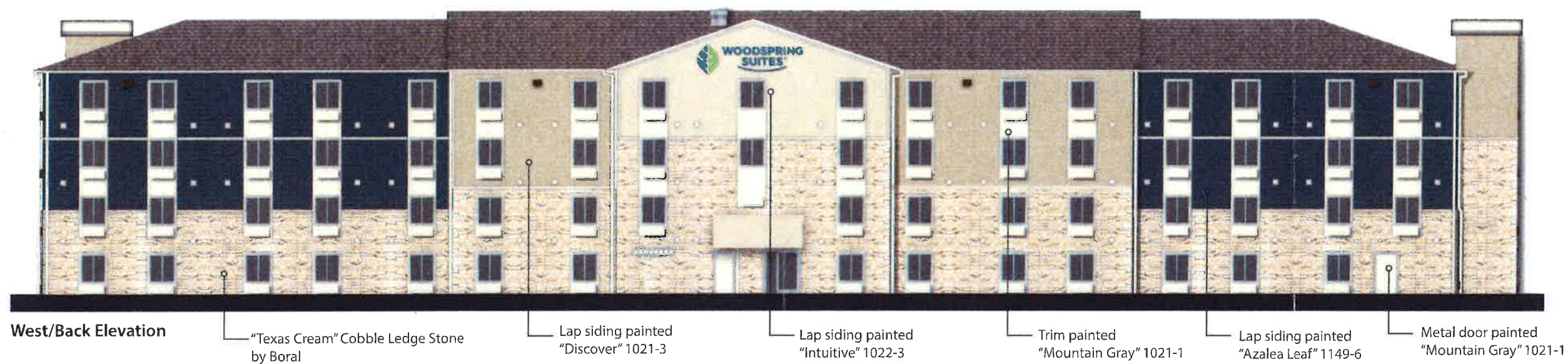
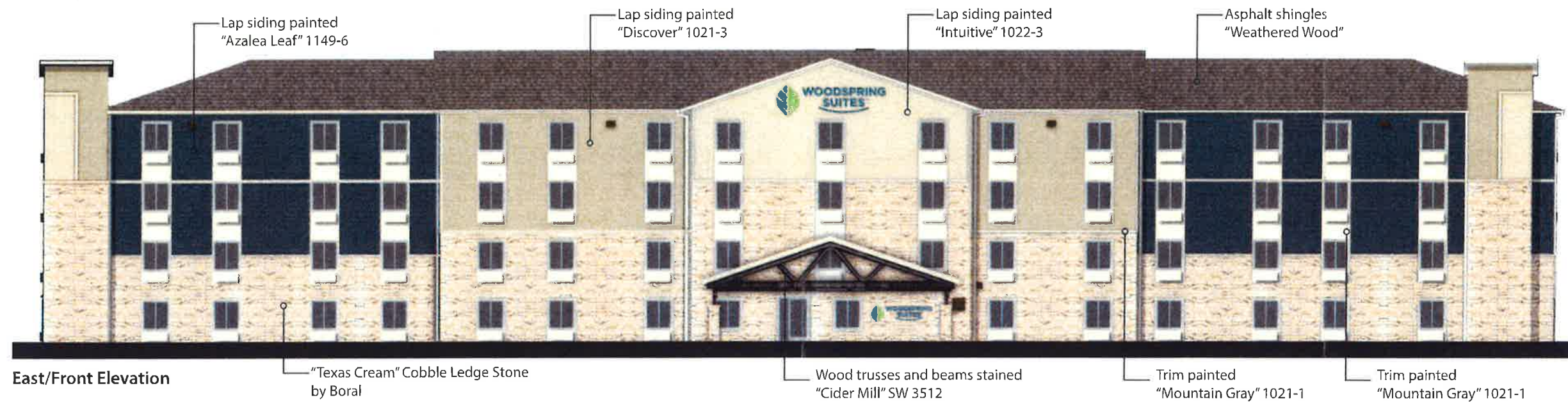
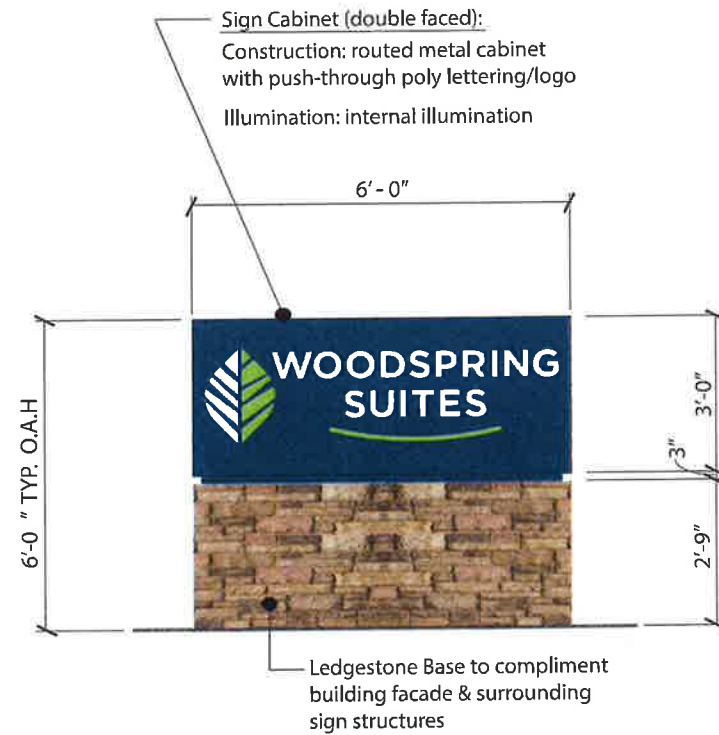


EXHIBIT Q

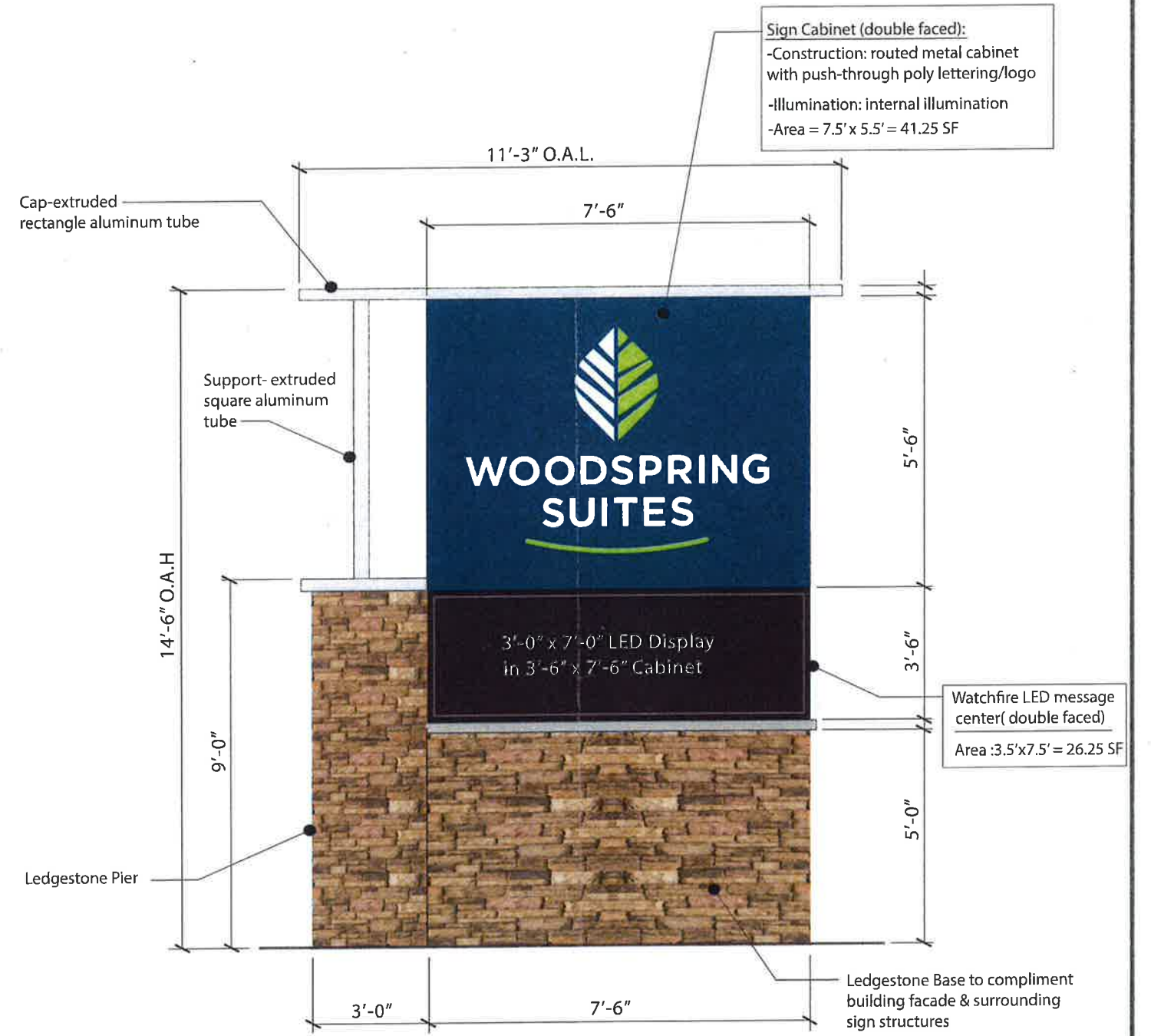
WoodSpring Suites
Exterior Elevations

Monument and Pylon Sign Exhibit



Monument Sign (Proposed for Old Gary Ave.)

Total Sign Surface Area = 18 SF (3' x 6')



PylonSign (Proposed for New Gary Ave.)

Total Sign Surface Area = 67.5 SF (7.5' x 9')

AN ORDINANCE APPROVING A SPECIAL USE PERMIT TO ALLOW FOR A RESTAURANT WITH A BAR AREA AND A SPECIAL USE PERMIT TO ALLOW FOR OUTDOOR SEATING IN THE B-2 DISTRICT (ROSATI'S PIZZA, 877 E. GENEVA ROAD)

WHEREAS, Adil Jaffer of Rosati's Pizza, hereinafter referred to as the Petitioner, has petitioned the Village of Carol Stream for a Special Use Permit to allow for a restaurant with a bar area as provided in Section 16-9-3 (C)(16) of the Carol Stream Code of Ordinances, and a Special Use Permit to allow for outdoor seating, ancillary to a restaurant in the B-2 General Retail District as provided in Section 16-9-3 (C)(17) of the Carol Stream Code of Ordinances, on the property legally described in Section 2 herein and commonly known as 877 E. Geneva Road, Carol Stream, Illinois; and

WHEREAS, pursuant to Section 16-15-8 of the Carol Stream Code of Ordinances, the Combined Plan Commission/Zoning Board of Appeals held a public hearing on the above petition on April 24, 2017, following proper legal notice of said public hearing, after which the Commission recommended to the Mayor and Board of Trustees of the Village that the Special Use Permits be approved; and

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

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

SECTION 1:

The Mayor and Board of Trustees of the Village of Carol Stream, after examining the Petition for the Special Use Permits to allow for a restaurant with a bar area and to allow for outdoor seating ancillary to a restaurant in the B-2 General Retail District, and the Findings and Recommendations of the Combined Plan Commission / Zoning Board of Appeals, have determined and find that the requested Special Use Permits:

1. Are deemed necessary for the public convenience at the location. *The applicant proposes to relocate the existing carryout restaurant to provide another dine-in option for Carol Stream residents and visitors. Likewise, the proposed outdoor seating area will provide an amenity offered at other restaurants in the community in a safe and inviting manner and will serve the public convenience.*
2. Will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare. *Provided the bar area is operated in accordance with all rules and conditions applicable to a Village liquor license, the use should not be detrimental to or endanger public health, safety, morals, comfort or general welfare. Likewise, the outdoor seating area has been designed with customer safety and well-being in mind.*

3. Will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. *The outlot building has been occupied by several different restaurants over the years, and the addition of the bar and outdoor seating areas will provide additional amenities to the surrounding commercial and residential properties to enjoy without diminishing or impairing property values.*
4. Will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district. *The surrounding properties are already developed. This criterion is not applicable.*
5. Will provide adequate utilities, access roads, drainage and other important and necessary community facilities. *Adequate utilities, access roads, drainage and other public improvements are already in place.*
6. Will conform to the applicable regulations of the district in which it is located, except as the Village Board may in each instance modify such regulations. *The proposal is expected to conform to all applicable codes and requirements.*

SECTION 2:

The Special Use Permits, as set forth in the above recitals, are hereby approved and granted to Rosati's Pizza, subject to the conditions set forth in Section 3, upon the real estate commonly known as 877 E. Geneva Road, Carol Stream, Illinois, and legally described as follows:

LOTS 1 AND 2 AND OUTLOT 1 IN GENEVA PLAZA SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST ¼ OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 4, 1978 AS DOCUMENT 78-95209, IN DUPAGE COUNTY, ILLINOIS

hereinafter referred to as the Subject Property.

SECTION 3:

The approval of the Special Use Permits granted in Section 1 herein is subject to the following conditions:

1. That the landscape materials must be installed as shown on the plan and that all materials must be maintained in a neat and healthy condition, with dead or dying materials being replaced in accordance with the approved plan on an annual basis;
2. That all trash dumpsters and recycling containers placed outdoors must be kept within a code compliant trash enclosure, and that the enclosure gates must be closed and latched at all times, except when trash containers are being accessed by employees or emptied by the trash collection service;

3. That a building permit must be obtained for the proposed dumpster enclosure, pavement/sidewalk repair work, and handicapped parking space restriping work;
4. That a sign permit be obtained for the installation of a new panel in the front cabinet box, and the box sign and surrounding EIFS material shall be repaired in conjunction with installation of the sign panel;
5. That an additional bollard will be installed along the south end of the outdoor seating to protect the area in front of the parking space to the south of said area
6. That the required Village liquor license must be obtained, and all terms of such license must be complied with, prior to the sale of alcoholic beverages at Rosati's; and
7. That the business must operate in accordance with all applicable state, county and Village Codes and requirements.

SECTION 4:

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

1. General Information Sheet (Exhibit A dated March 22, 2017) prepared by Poloz & Makris Architects, Ltd., 4200 Commercial Way, Glenview, IL 60025.
2. Existing & Proposed Site Plan and Details (Exhibit B dated March 22, 2017) prepared by Poloz & Makris Architects, Ltd., 4200 Commercial Way, Glenview, IL 60025.
3. Enlarged Patio Floor Plan, Elevation, Section and Details (Exhibit C dated March 22, 2017) prepared by Poloz & Makris Architects, Ltd., 4200 Commercial Way, Glenview, IL 60025.

SECTION 5:

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

SECTION 6:

The failure of the owner or other party in interest, or a subsequent owner or other party in interest, to strictly comply with the terms and conditions of this Ordinance, after execution of this Ordinance, shall subject the owner or party in interest to the penalties set forth in Section 16-17-7 A and B of the Carol Stream Code of

Ordinances, and/or termination of the special use permits after notice and public hearing in accordance with the procedures required by the Carol Stream Code of Ordinances.

PASSED AND APPROVED THIS 1st DAY OF MAY, 2017.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr. Mayor

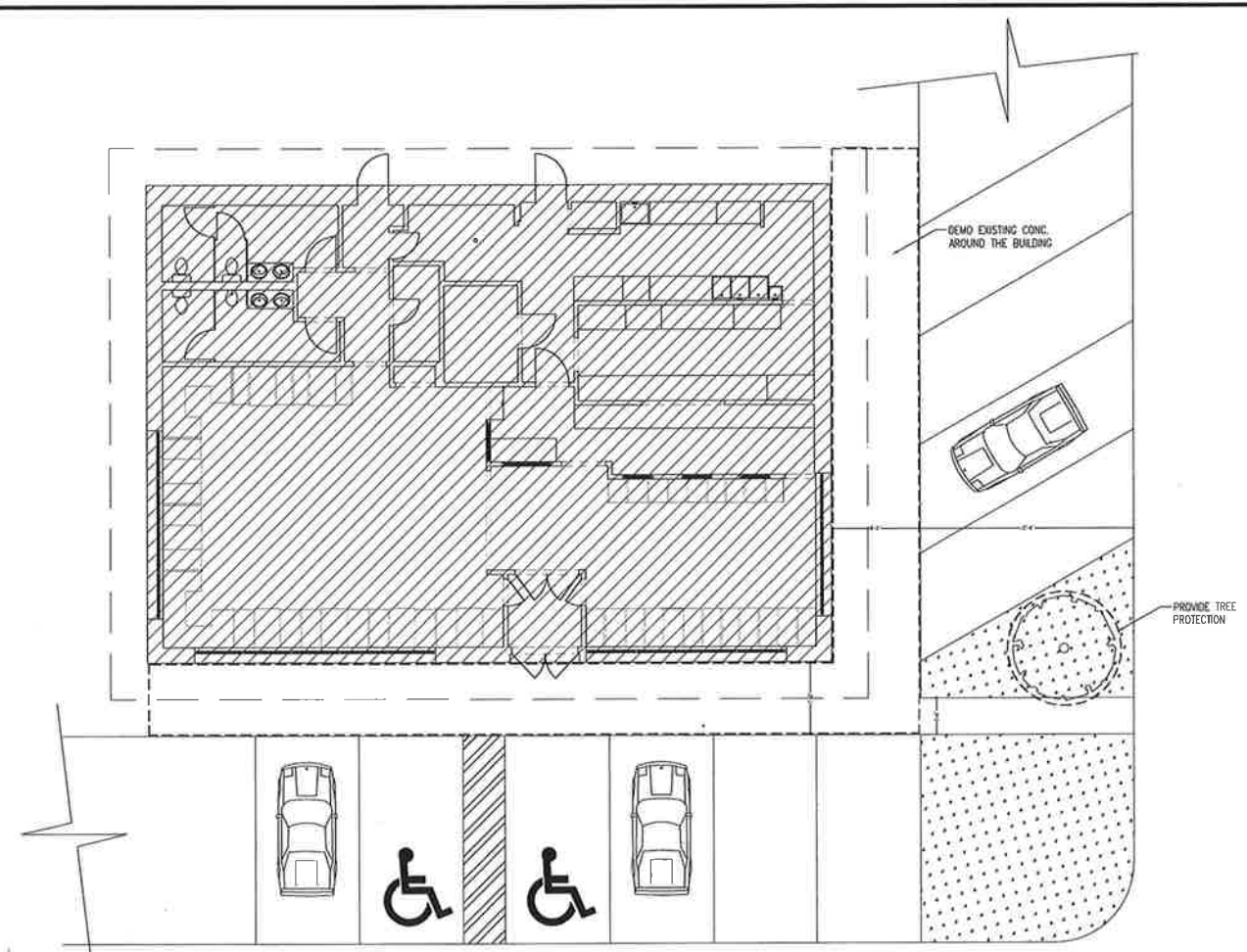
ATTEST:

Laura Czarnecki, Village Clerk

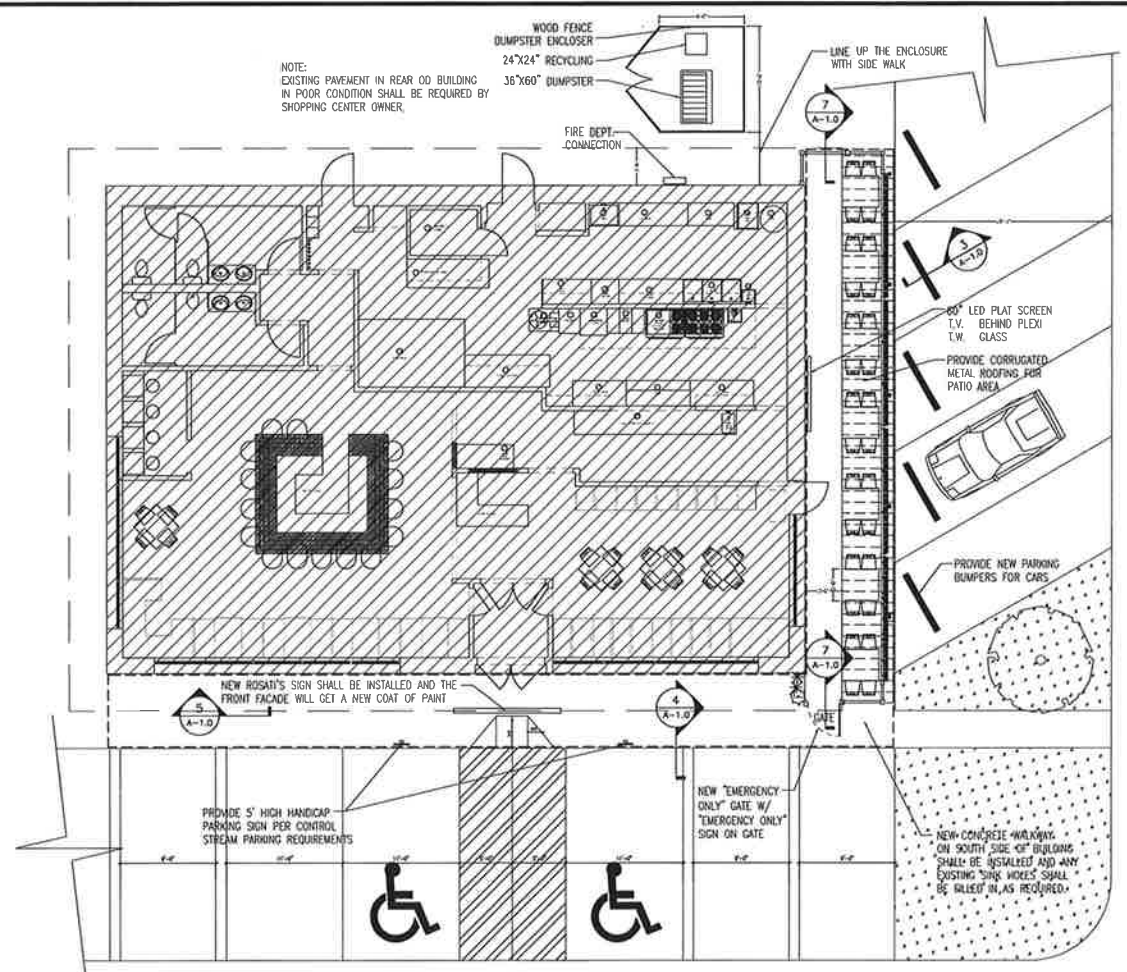
I, Adil Jaffer, being the owner and/or party in interest of the Subject Property legally described in this ordinance, do hereby accept, concur, and agree to develop and use the Subject Property in accordance with the terms and conditions of this Ordinance, and I understand that if I do not do so, I am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

Date

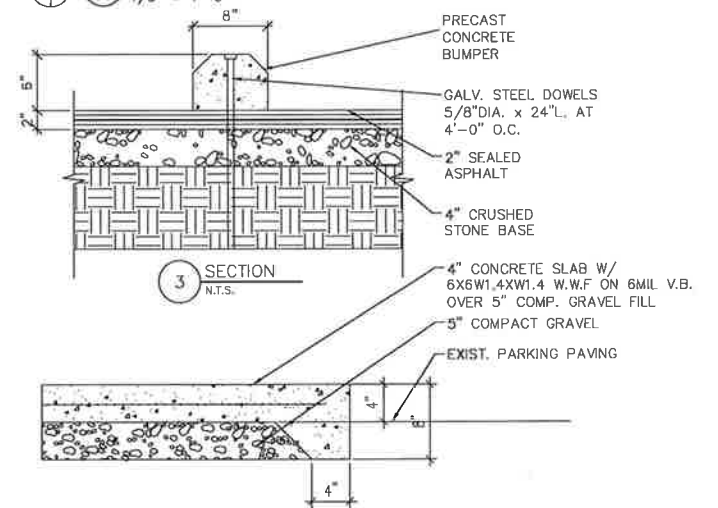
Owner/Party In Interest



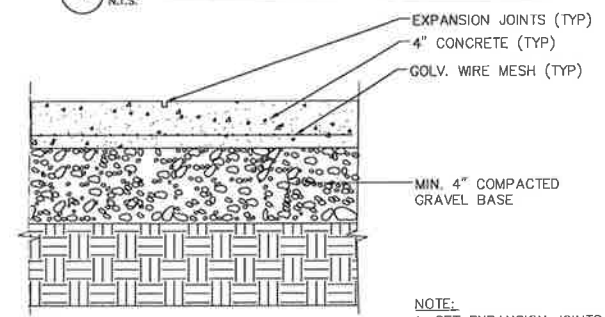
1 EXIST. SITE PLAN
1/8" = 1'-0"



2 PROPOSED SITE PLAN
1/8" = 1'-0"

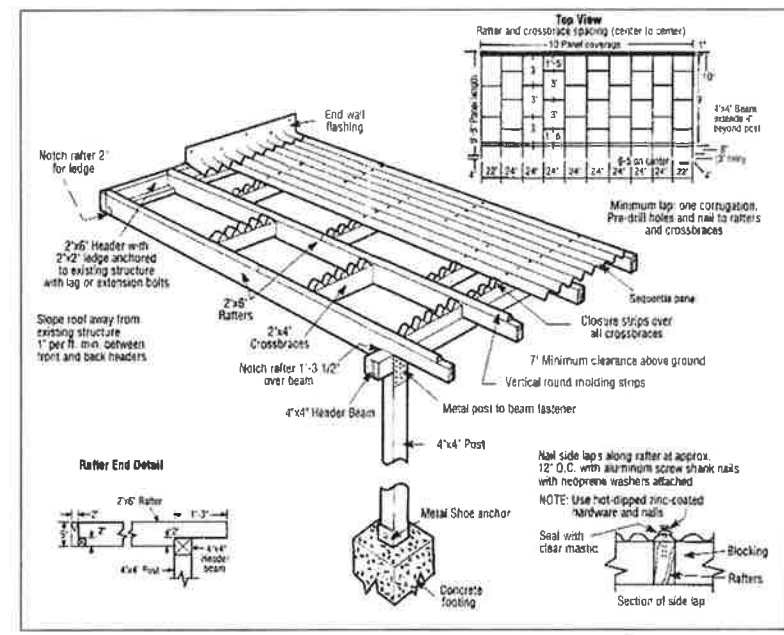


3 SECTION N.T.S.

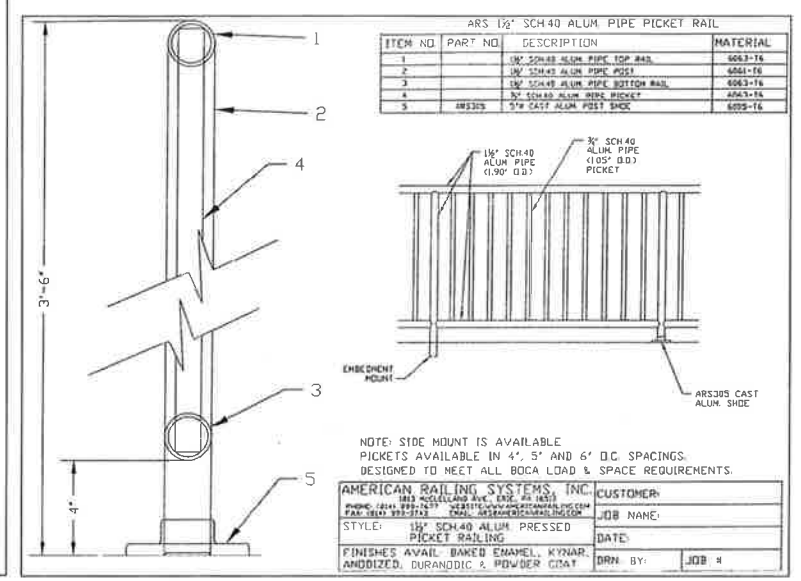


4 CONCRETE CURB CUTS AND PATIO SITE DETAIL N.T.S.

NOTE:
1. SET EXPANSION JOINTS AT ALL P.C.C. P.T.C. 5' ON EITHER SIDE OF ANY FRAMES. AND AT 5' MAX. INTERVALS.



6 CORRUGATED METAL DECKING AND WOOD POST DETAILS N.T.S.



7 PLANTER ENCLOSURE W/GATE DETAIL N.T.S.



20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903
T 312 984 6400 F 312 984 6444 T 708 349 3881

DD: 312-984-6417
jarhodes@ktjlaw.com

AGENDA ITEM
F-6 5-1-17

www.ktjlaw.com

MEMORANDUM

**TO: Mayor and Board of Trustees
Joseph E. Breinig, Village Manager
Edward Sailer, Police Chief**

FROM: James A. Rhodes, Village Attorney

DATE: April 27, 2017

**RE: AN ORDINANCE AMENDING THE CAROL STREAM CODE OF
ORDINANCES REGULATING THE POSSESSION OF ALTERNATIVE
NICOTINE PRODUCTS BY PERSONS UNDER EIGHTEEN YEARS OF
AGE**

In 2014 the Mayor and Board of Trustees adopted Ordinance 2014-01-01 which amended the Code of Ordinances to provide regulations dealing with alternative nicotine products, including electronic cigarettes. One of the provisions of this ordinance prohibits the sale to or the purchase or attempt to purchase electronic cigarettes by persons under the age of eighteen.

The attached ordinance amends the provisions of Ordinance 2014-01-01. The definition of electronic cigarettes has been expanded to include the term Vapes and to include electronic cigars, hookahs, vape pens, advanced personal vaporizers, box mods or other devices capable of delivering aerosolized nicotine or other chemicals through inhalation. The provisions prohibiting the purchase of electronic cigarettes by minors have also been relocated to Chapter 14, General Offenses, Section 14-2-32 which currently prohibits the possession of tobacco products by minors. Section 14-2-32 will now prohibit the possession of both tobacco products and alternative nicotine products by persons under the age of 18. This ordinance also eliminates the exception allowing the use of tobacco products and alternative nicotine products by minors under the supervision of their parents.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE CAROL STREAM CODE OF ORDINANCES
REGULATING THE POSSESSION OF ALTERNATIVE NICOTINE PRODUCTS BY
PERSONS UNDER EIGHTEEN YEARS OF AGE**

WHEREAS, the Mayor and Board of Trustees of the Village of Carol Stream have previously determined that the use of alternative nicotine products, e-cigarettes and similar devices should be restricted within the Village in the same manner as the use of pipes, cigars or cigarettes containing tobacco, and that such restrictions further the public health, welfare and safety, and are in the best interests of the Village, its residents and the public; and,

WHEREAS, the Mayor and Board of Trustees of the Village of Carol Stream find it to be in the best interests of the Village, its residents and the public to amend the provisions of the Carol Stream Code of Ordinances regulating the sale to and the possession of alternative nicotine products, electronic cigarettes and similar devices.

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:

The Carol Stream Code of Ordinances, Chapter 10, Article 9, Section 10-9-1, DEFINITIONS, is hereby amended, and as amended shall read as follows:

§ 10-9-1 DEFINITIONS.

For the purpose of this Article, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ALTERNATIVE NICOTINE PRODUCT. Any product or device not consisting or containing tobacco that provides for the ingestion into the body of nicotine, whether by chewing, smoking, absorbing, dissolving, inhaling, snorting, sniffing, or by any other means. The Term Alternative Nicotine Product excludes cigarettes, smokeless tobacco, or other tobacco products as these terms are defined in this Section and any product approved by the United States Food and Drug Administration as a non-tobacco product for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for that approved purpose.

ELECTRONIC CIGARETTE OR VAPE. Any electronic device that provides a gas or vapor derived from nicotine and/or other chemicals and inhaled by the user simulating smoking. The term electronic cigarette or vape includes electronic cigars, electronic pipes, electronic hookah pipes, vape pens, advanced personal vaporizers, box mods or other devices capable of delivering aerosolized nicotine or other chemicals through inhalation.

SMOKELESS TOBACCO. Any tobacco product that is suitable for dipping or chewing.

TOBACCO PRODUCT. Any substance containing tobacco leaf, including but not limited to cigarettes, cigars, pipe tobacco, snuff, chewing tobacco, or dipping tobacco, and any nicotine delivery systems, including electronic cigarettes other than those prescribed by a physician.

VENDING MACHINE. Any mechanical, electric or electronic, self-service device which, upon insertion of money, tokens, credit card, debit card, or any other form of payment, dispense tobacco products.

SECTION 2:

The Carol Stream Code of Ordinances, Chapter 10, Article 9, Section 10-9-5, PURCHASES BY MINORS PROHIBITED, is hereby repealed.

SECTION 3:

The Carol Stream Code of Ordinances, Chapter 14, Article 2, Section 14-2-31 is hereby amended to read as follows:

§14-2-31 PURCHASE AND POSSESSION OF TOBACCO PRODUCTS, ALTERNATIVE NICOTINE PRODUCTS, ELECTRONIC CIGARETTES AND VAPES BY A MINOR PROHIBITED.

(A) It shall be unlawful for any person under the age of 18 years to possess, purchase or attempt to purchase or use any tobacco product, alternative nicotine product, electronic cigarette or vape, or to misrepresent his or her identity or age, or to use any false or altered identification for the purpose of purchasing or attempting to purchase any tobacco product, alternative nicotine product, electronic cigarette or vape.

(B) The terms tobacco products, alternative nicotine products, electronic cigarettes and vapes shall have the same meanings as defined in Chapter 10, Article 9, Section 10-9-1 of the Carol Stream Code of Ordinances.

(C) Any person who violates division (A) of this section shall be punished by a fine of not less than \$50, nor more than \$750.

(D) Any police officer observing a violation of this section may, as an alternative to arresting the offender, issue a "hang-on ticket" as provided in Ch. 15, Art. 4, of this code pursuant to which the person cited may pay the sum of \$50 within the time stated on the ticket as a compromise or settlement to avoid the prosecution of an ordinance violation in the Circuit Court.

SECTION 4:

Those sections, paragraphs and provisions of the Carol Stream Code of Ordinances which are not expressly amended or repealed by this Ordinance are hereby re-enacted, and it is expressly declared to be the intention of this Ordinance not to repeal or amend any portion of the Carol Stream Code of Ordinances other than those expressly amended or repealed in Section 1 of this Ordinance.

SECTION 5:

The invalidity of any section or provision of this Ordinance hereby passed and approved shall not invalidate other sections or provisions thereof.

SECTION 6:

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

PASSED AND APPROVED THIS ____ DAY OF _____, 2017

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

Laura Czarnecki, Village Clerk

**VILLAGE OF CAROL STREAM
INTER-DEPARTMENTAL MEMO**

TO: Joe Breinig, Village Manager
FROM: Caryl Rebholz, Employee Relations Director *CR*
DATE: April 21, 2017
RE: **SEIU Memorandum of Agreement - Compensation**

Pursuant to Village Board direction, staff met with Service Employees International Union (SEIU) representatives regarding compensation adjustments for the upcoming fiscal year. As a reminder, the following language was mutually agreed to in the most recent contract settlement with the SEIU:

In consideration of the Union's agreement to Article XXIV, Loss of Revenue, if at any time during the term of this Labor Agreement, full-time, non-union employees of the Village of Carol Stream receive a greater general wage adjustment than is provided above for the same year, then the Union may re-open this agreement for the purpose of bargaining Article XV, section A1 and A2 (wages & pay ranges).

The SEIU's current contract language allows for a 2.5% adjustment on May 1, 2017. Based on the contract section noted above, along with the recently approved general wage adjustment for non-union employees, the Village has reached consensus with the SEIU in the attached Memorandum of Agreement to provide for a 2.75% adjustment for SEIU employees effective 05-01-17.

The rest of the contract shall remain unchanged. This agreement has been reviewed by Counsel, and staff recommends approval of the attached Memorandum of Agreement between the Village of Carol Stream and the Service Employees International Union.

Please let me know if you have any questions.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MEMORANDUM OF UNDERSTANDING
REGARDING COMPENSATION WITH THE SERVICE EMPLOYEES
INTERNATIONAL UNION**

WHEREAS, on October 5, 2015, the Mayor and Board of Trustees of the Village of Carol Stream adopted the 2015-19 collective bargaining agreement with the Service Employees International Union; and

WHEREAS, this collective bargaining agreement allows for the Service Employees International Union to re-open the agreement for the purpose of wages and pay ranges if, during the term of this agreement, full-time, non-union employees of the Village receive a greater general wage adjustment; and

WHEREAS, a recommendation has been presented to and approved by the Mayor and Board of Trustees to provide a general wage adjustment to full-time, non-union employees that is 0.25% greater than the Service Employees International Union for May 1, 2017.

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 a Memorandum of Agreement with the Service Employees International Union has been entered into regarding the general wage adjustment for May 1, 2017.

SECTION 2: That this Memorandum of Agreement allows for a 2.75% general wage adjustment for all SEIU positions.

SECTION 3: This Resolution shall be in full force and effect from and after its passage and publication in pamphlet form as prescribed by law.

PASSED AND APPROVED THIS 1st DAY OF MAY 2017.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

MEMORANDUM OF AGREEMENT

This is a Memorandum of Agreement (MOA) between the Village of Carol Stream, Illinois, (Village) and the Service Employee International Union, Local 73 (Union) with respect to an amendment of their 2015-19 collective bargaining agreement (CBA). The parties hereby agree as follows;

1. Article XV, Section A1, General Wage Adjustments, is hereby amended to provide as follows:
 General Wage Adjustments: Bargaining unit members shall receive increases to their existing wage rates as follows:
 - a. Effective May 1, 2015, 2.5% across the board increase for all members.
 - b. Effective May 1, 2016, 2.5% across the board increase for all members.
 - c. Effective November 7, 2016, a 0.5% across the board increase for all members.
 - c. Effective May 1, 2017, 2.75% across the board increase for all members.
 - d. Effective May 1, 2018, 2.5% across the board increase for all members.
2. The remaining provisions of the existing CBA shall remain unchanged.
3. This Amendment shall become effective upon execution of this MOA.

AGREED:
VILLAGE OF CAROL STREAM

By: _____

Date: _____

ATTEST:

Village Clerk

SERVICE EMPLOYEE INTERNATIONAL
UNION, LOCAL 73

By: DM *Don Palmer*

By: Nicholas Curran

Date: 4/21/17

Appendix A
Per MOU April 2017

5/1/2013

	Min	Max	Min	Max
Probationary WSE	\$44,053.92	\$62,739.51	\$21.18	\$30.16
WSE II	\$47,329.80	\$72,042.96	\$22.75	\$34.64
WSE I	\$55,874.91	\$77,415.41	\$26.86	\$37.22
Probationary PWE	\$44,106.34	\$62,760.57	\$21.20	\$30.17
PWE II	\$46,569.90	\$69,762.97	\$22.39	\$33.54
PWE I	\$58,231.91	\$82,761.63	\$28.00	\$39.79
Mechanic	\$53,173.94	\$75,633.34	\$25.56	\$36.36
Mechanic Helper	\$44,691.33	\$63,575.86	\$21.49	\$30.57

5/1/2014

	Min	Max	Min	Max
Probationary WSE	\$45,265.40	\$64,464.85	\$21.76	\$30.99
WSE II	\$48,631.37	\$74,024.14	\$23.38	\$35.59
WSE I	\$57,411.47	\$79,544.33	\$27.60	\$38.24
WSE - Locater	\$45,265.40	\$64,464.84	\$21.76	\$30.99
Probationary PWE	\$45,319.26	\$64,486.49	\$21.79	\$31.00
PWE II	\$47,850.57	\$71,681.45	\$23.01	\$34.46
PWE I	\$59,833.29	\$85,037.57	\$28.77	\$40.88
Mechanic	\$54,636.22	\$77,713.26	\$26.27	\$37.36
Mechanic Helper	\$45,920.34	\$65,324.20	\$22.08	\$31.41

May 1, 2015 (2.5%)

	<u>Min</u>	<u>Max</u>	<u>Min</u>	<u>Max</u>
Probationary WSE	\$46,397.04	\$66,076.47	\$22.31	\$31.77
WSE II	\$49,847.15	\$75,874.74	\$23.96	\$36.48
WSE I	\$59,833.29	\$85,037.57	\$28.77	\$40.88
WSE - Locater	\$46,397.04	\$66,076.47	\$22.31	\$31.77
Probationary PWE	\$46,452.25	\$66,098.65	\$22.33	\$31.78
PWE II	\$49,046.84	\$73,473.49	\$23.58	\$35.32
PWE I	\$59,833.29	\$85,037.57	\$28.77	\$40.88
Mechanic	\$56,002.13	\$79,656.09	\$26.92	\$38.30
Mechanic Helper	\$47,068.35	\$66,957.30	\$22.63	\$32.19


Appendix A
Per MOU April 2017

May 1, 2018 (2.5%)

	<u>Min</u>	<u>Max</u>	<u>Min</u>	<u>Max</u>
Probationary WSE	\$50,336.83	\$71,687.34	\$24.20	\$34.47
WSE II	\$54,079.91	\$82,317.63	\$26.00	\$39.58
WSE I	\$63,330.75	\$90,008.31	\$30.45	\$43.27
WSE - Locator	\$50,336.83	\$71,687.34	\$24.20	\$34.47
Probationary PWE	\$50,396.73	\$71,711.40	\$24.23	\$34.48
PWE II	\$53,211.64	\$79,712.47	\$25.58	\$38.32
PWE I	\$63,330.75	\$90,008.31	\$30.45	\$43.27
Mechanic	\$60,757.54	\$86,420.07	\$29.21	\$41.55
Mechanic Helper	\$51,065.15	\$72,642.97	\$24.55	\$34.92

Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager

FROM: Philip J. Modaff, Director of Public Works 

DATE: April 24, 2017

RE: WRC Phase II Aeration Improvements – Illinois Department of Commerce and Economic Development (DCEO) – Public Sector Energy Efficiency Grant #17-420007

Attached is a grant agreement from the Illinois Department of Commerce and Economic Development (DCEO), awarding the Village a grant for improvements already completed on the WRC Phase II Aeration System Improvement Project. As you may recall this project included installation of an energy-efficient turbo-blower, along with some piping and control improvements. The project had been previously approved for a rebate in the amount of \$114,911.28 through DCEO for anticipated energy savings. The nearly \$600,000 project was completed in 2015. However, the rebate funding was never released by the State.

Recently staff was contacted by DCEO stating that funding was now available to be released and requesting some backup materials. Staff worked with consulting engineer Baxter & Woodman to pull together the requested documents. In addition, Baxter recalculated actual energy savings based upon documented operating data and ComEd invoices. We were able to work with the State to increase the amount of the funding by nearly \$190,000 as a result of this effort, for a new total of \$304,063.56.

Because the amount now exceeds \$150,000, the state authorizing agreement must be changed from the previously approved rebate agreement to a grant agreement. Attached is the agreement that the State has prepared and that staff and Baxter & Woodman have reviewed. Once approved, a final grant report will be submitted to the state since the project is already 100% complete, and the full amount of \$304,063.56 should be released to the Village.

I am recommending that the Board approve a Motion authorizing the Mayor to execute the attached Public Sector Energy Efficiency Grant Agreement with DCEO in the amount of \$304,063.56 and designating Director of Public Works Phil Modaff as authorized designee for the Village.

Attachment

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF
AN ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC DEVELOPMENT
PUBLIC SECTOR ENERGY EFFICIENCY GRANT NO. 17-420007**

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 Illinois Department of Commerce and Economic Development Public Sector Energy Efficiency Grant No. 17-420007 for improvements on the WRC Phase II Aeration System Improvement project 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 is hereby authorized to execute the agreement, in the appropriate form, attached hereto as Exhibit "A" and as approved by the Village Attorney.

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

PASSED AND APPROVED THIS 1st DAY OF MAY, 2017.

AYES:

NAYS:

ABSENT:

Frank Saverino Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk



**Illinois
Department of Commerce
& Economic Opportunity**

Bruce Rauner, Governor

Public Sector Energy Efficiency - Com Ed

Grant No. 17-420007

for the

Village of Carol Stream

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

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

Notice of Grant Award No. 17-420007

This Grant Agreement (hereinafter referred to as "Grant Agreement" or the "Agreement") is entered into between the Illinois Department of Commerce and Economic Opportunity (hereinafter referred to as the "Department" or "DCEO") and **Village of Carol Stream** (hereinafter referred to as the "Grantee"). Subject to terms and conditions of this Agreement, the Department agrees to provide a grant (hereinafter referred to as the "Grant") in an amount not to exceed **\$304,063.56** (hereinafter referred to as the "Grant Funds") to the Grantee.

Subject to the execution of this Agreement by both parties, the Grantee is hereby authorized to incur costs against this Agreement from the beginning date of **06/01/2016** through the ending date of **05/31/2017** (hereinafter referred to as the "Grant Term"), unless otherwise established within Scope of Work (Part II). The Grantee hereby agrees to use the Grant Funds provided under the Agreement for the purposes set forth herein and agrees to comply with all terms of this Agreement.

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

Parts:

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

This Grant is state funded.

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

Name: Village of Carol Stream

Taxpayer Identification Number:

SSN/FEIN: 362510906

Legal Status:

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

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

GRANTEE:
Village of Carol Stream

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

By: _____
(Authorized Signator)

May 1, 2017
Date

Frank Saverino, Mayor
~~Phil Modaff, Director of Public Works~~
Name and Title

fsaverino@CarolStream.org

STATE OF ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY

By: _____
Sean McCarthy, Director

Date

Grantee Address:

500 N. Gary Avenue
Carol Stream, IL 60188-1811

Please indicate any address changes below

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

Signatures of both the Authorized Signatory and the Authorized Designee are required in order for the Authorized Designee to have signature authority under this Grant Agreement.

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

Authorized Designee:
Authorized Designee Title:
Authorized Designee Phone:
Authorized Designee Email:

Philip J. Modaff
Director of Public Works
630-671-6262
pmodaff@CarolStream.org
Authorized Designee Signature: _____



Authorized Signatory Approval: _____

PART I
BUDGET

Cost Category Description	Cost Cat	DCEO Budget Amount	Variance %	Variance Limit
EQUIPMENT/MATERIAL COSTS	1020	304,063.56	10.00	0.00
Total		\$304,063.56		

BUDGET LINE ITEM DEFINITIONS

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

EQUIPMENT/MATERIAL COSTS Electric efficiency measures for lighting/heating/ventilating/air-conditioning/water heaters/motors and kitchen equipment. Includes facility improvements that reduce the electricity use for measures not specifically listed under the standard program.

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

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

PART II

SCOPE OF WORK

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

Project Description: This project meets the objectives of the Public Sector Energy Efficiency (PSEE) Program by implementing cost-effective energy efficiency measures and creating energy savings. Implementing such measures will also enhance economic development in the State of Illinois through job creation and business development.

Prior Incurred Costs: Grant funds may be requested for project expenses incurred prior to the beginning date of this Agreement, but not before March 1, 2014.

Project Tasks: Grantee shall use the PSEE program grant funds for aeration process improvements to reduce the energy requirements at the Carol Stream Water Reclamation Center in Carol Stream, Illinois. The project includes: installation of a high speed turbo-blower to provide aeration and mixing to the aeration tanks during periods of low demand; installation of airflow meters, motorized valve operators, and air distribution controls to Aeration Tanks 4-6 to separate these tanks into zones for more efficient and effective aeration; installation of an air control valve and airflow meter to Aeration Tanks 1-3; installation of an air control valve and airflow meter to the grit tank for control of the aerated grit system; installation of ammonium probes in the upstream and downstream ends of the aeration tanks and programming of the aeration system to provide feed-forward control and ammonium monitoring; and, installation of conduit and wiring to existing Dissolved Oxygen probes to eliminate radios.

Project Deliverables: Grantee shall submit required documentation and forms verifying applicable measures and costs. The amount of incentives reimbursed will be based on actual work completed and verified.

Project Monitoring: The Grantee will allow the Department project manager to verify compliance of the terms of Grant Agreement through site visits and grant permission to release information requested by the Department of Commerce.

**PART III
GRANT FUND CONTROL REQUIREMENTS**

3.1 AUDITS

- A. Discretionary Audit The Department may, at any time, require a grant-specific audit, or other audit, SAS 115/AU-C265 letters (Auditor's Communication of Internal Control Related Matters) and SAS 114/AU-C260 letters (Auditor's Communication With Those Charged With Governance).
- B. Audit Performance All Audits shall be performed by an independent certified public accountant or accounting firm licensed by the appropriate licensing body in accordance with applicable auditing standards.
- C. Audit Submission The Grantee shall electronically send all audit reports and related deliverables to the Department at the following address:

externalauditunit@illinois.gov

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

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

3.2 REPORTING REQUIREMENTS

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

- A. Expenditures and Project Activity Prior to Grant Execution If the Agreement is executed more than thirty (30) days after the beginning date of the Grant Term provided in the Notice of Grant Award, the Grantee must submit a Grantee Report, in a format provided by the Department, including the status of the Project, certification of job counts and accounting for expenditures incurred from the beginning of the Grant Term up to the end of the month preceding the date of the Department's execution. If this Report is required, the Department will not disburse any Grant Funds until the report is submitted to and approved by the Department.
- B. Final Grantee Report The Final Grantee Report described in Section 5.3 hereof is due within 45 days following the end date stated in the Notice of Grant Award. The Grantee should refer to the Welcome Package and the Reports Deliverable Schedule for the specific reporting requirements and due dates. Grantee must submit the report in the format provided by the Department. This report must summarize expenditure of the Grant Funds and activities completed during the Grant Term. The Grantee's failure to comply with the Close-out requirements set forth herein and in Section 5.3 will be considered a material breach of the performance required by this Agreement and may be the basis to initiate proceedings to recover all Grant Funds disbursed to the Grantee. Grantee's failure to comply with this Section shall be considered prima facie evidence of default, and may be admitted as such, without further proof, into evidence before the Department or in any other legal proceeding.
- C. Additional Information Upon request by the Department, the Grantee must, within the time directed by the Department, submit additional written reports regarding the Project, including, but not limited to, materials sufficient to document information provided by the Grantee.

- D. Submittal of Reports Submittal of all reports and documentation required under this Agreement should be submitted to the individual as directed by the Department. All grants require, at a minimum, the filing of quarterly reports describing the progress of the program, project, or use and the expenditure of the Grant Funds related thereto.
- E. Failure to Submit Reports In the event Grantee fails to timely submit any reports required under this Agreement, the Department may withhold or suspend the distribution of Grant Funds until said reports are filed and approved by the Department.

3.3 WELCOME PACKAGE

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

3.4 FISCAL RECORDING REQUIREMENTS

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

3.5 DUE DILIGENCE IN EXPENDITURE OF FUNDS

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

3.6 MONITORING

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

3.7 RECORDS RETENTION

The Grantee is accountable for all Grant Funds received under this Agreement and shall maintain, for a minimum of four (4) years following the Department's final written approval of all required close-outs, unless the Department notifies the Grantee prior to the expiration of the four years that a longer period is required, adequate books, records, and supporting documents, including digital and electronic data, to verify the amount, recipients and uses of all disbursements of Grant Funds passing in conjunction with this Agreement. This Agreement and all books, records and supporting documents related hereto shall be available for inspection and audit by the Department, the Office of Inspector General, the Auditor General of the State of Illinois, the Illinois Attorney General, or any of their duly authorized representative(s), and the Grantee agrees to fully cooperate with any audit performed by the Auditor General or the Department. Grantee agrees to provide full access to all relevant materials and to provide copies of same upon request.

Failure to maintain books, records and supporting documents required by this Agreement shall establish a presumption in favor of the Department for the recovery of any Grant Funds paid by the Department under this Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement or expenditure.

If any of the services to be performed under this Agreement are subcontracted and/or if subgrants are issued/awarded for the expenditure of Grant Funds provided under this Agreement, the Grantee shall include in all such subcontracts and subgrants, a provision that the Department, the Office of Inspector General, and the Auditor General of the State of Illinois, or any of their duly authorized representatives, will have full access to and the right to examine any pertinent books, documents, papers and records of any such subcontractor or subgrantee involving transactions related to this Agreement for a period of four (4) years following the Department's final approval of all required close-outs (financial and/or programmatic), and any such subcontractor shall be governed by the same requirements to which the Grantee is subject under this Agreement.

**PART IV
TERMS AND CONDITIONS**

4.1 AUTHORITY: PURPOSE: REPRESENTATIONS AND WARRANTIES

- A. Authority The Department is authorized to make this grant pursuant to 220 ILCS 5/8 -103.

The purpose of this authority is as follows:

The statute provides funding for the Energy Efficiency Portfolio and sets certain statutory requirements to meet incremental annual energy savings goals, procure a minimum percent of the portfolio from local government, schools, and community colleges, and target low income households proportionate to their share of annual utility revenues.

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

4.2 PROJECT SCHEDULE; EXTENSIONS

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

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

4.3 PAYMENT AND EXPENDITURE OF GRANT FUNDS

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

B. Payment Provisions; Prior Incurred Costs

Reimbursement

Payments to the Grantee are subject to the Grantee's submission and certification of eligible costs and any documentation as required by the Grantor. Payment shall be initiated upon the Grantor's approval of eligible costs and cash amount requested for reimbursement of those costs.

Prior Incurred Costs

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

4.4 GRANT SPECIFIC TERMS/CONDITIONS

4.5 DEPOSIT OF GRANT FUNDS

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

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

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

4.6 INTEREST ON GRANT FUNDS

The Grantee may be allowed to retain interest earned on Grant Funds awarded under this Agreement, provided that:

- A. All interest earned must be expended prior to Grant Funds. All reporting documents should reflect the full expenditure of any interest earned. Any Grant Funds or earned interest unspent above the total cost of the project as detailed in Budget (Part I) and Scope of Work (Part II) must be returned as Grant Funds to the Department as described in Part 5.3 herein; and
- B. Interest may only be expended for activities which are identified in Budget (Part I) and Scope of Work (Part II) hereof; and
- C. All interest earned must be accounted for and reported to the Department in the Final Grantee Report described in Section 5.3 herein.

4.7 INTENTIONALLY LEFT BLANK

4.8 SUPPORT

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

4.9 OWNERSHIP, USE AND MAINTENANCE OF PERSONAL PROPERTY

- A. Ownership Subject to the provisions of this Section, and the remedies available to the Department as set forth in Section 4.11 below, equipment and material authorized to be purchased with Grant Funds becomes the property of the Grantee. Grantee will maintain an inventory or property control record for all equipment and material purchased with Grant Funds.
- B. Use; Maintenance; Insurance During the Grant Term, the Grantee must:
- (1) use equipment and materials acquired with Grant Funds only for the approved project purposes set forth in Scope of Work (Part II); and (2) provide sufficient maintenance on the equipment and materials to permit achievement of the approved Project purposes and maintain, at its own expense, insurance coverage on all equipment and material purchased with Grant Funds, for its full insurable value, against loss, damage and other risks ordinarily insured against by owners or users of similar equipment and material in similar businesses.
- C. Prohibition Against Disposition/Encumbrance The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment or material during the Grant Term without prior written approval of the Department.

4.10 PUBLIC INFORMATION REQUIREMENTS

For the duration of the Agreement, the Grantee will prominently acknowledge the participation of the Department in the Project in all press releases, publications and promotional materials presented to the media or otherwise dissemination published concerning the project. The Grantee must provide the Department with copies of any proposed press releases, publications and promotional materials within ten (10) days, or as soon as practical with written permission from the Department, before these materials are disseminated. Grantee will submit copies of any press releases, publications and promotional materials to the Department.

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

4.11 DEPARTMENT REMEDIES

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

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

- C. The Department may direct the Grantee to transfer ownership of equipment or material purchased with Grant Funds provided under this Agreement to the Department or its designee.

4.12 NOTICES

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

4.13 COMPLAINT PROCESS

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

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

This Agreement is subject to all applicable provisions of the Illinois Grant Funds Recovery Act, including the requirement that any Grant Funds not expended or legally obligated at the expiration or termination of the Grant Term must be returned to the Department within 45 days following said expiration or termination. 30 ILCS 705/5. Notwithstanding any provision specified elsewhere in this Agreement regarding the treatment of interest earned on the Grant Funds, any interest earned on Grant Funds that is not expended or legally obligated during the Grant Term must also be returned to the Department within 45 days following the expiration or termination of this Agreement. 30 ILCS 705/10; 30 ILCS 705/5.

4.15 GRANT PROJECT MANAGEMENT

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

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

**PART V
GENERAL PROVISIONS**

5.1 GRANTEE REPRESENTATIONS AND WARRANTIES; GRANTEE GENERAL COVENANTS

A. Grantee Representations and Warranties In connection with the execution and delivery of this Agreement, the Grantee makes the following representations and warranties to the Department:

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

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

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

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

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

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

A. Appropriation The Grantee is hereby given actual knowledge that pursuant to the State Finance Act, 30 ILCS 105/30, payments under this grant are contingent upon the existence of a valid appropriation therefore and that no officer shall contract any indebtedness on behalf of the State, or assume to bind the State in an amount in excess of the money appropriated, unless expressly authorized by law.

- B. Non-appropriation/Insufficient Appropriation Payments pursuant to this Agreement are subject to the availability of applicable federal and/or state funding from the Department and their appropriation and authorized expenditures under State law. The Department shall use its best efforts to secure sufficient appropriations to fund this Agreement. However, the Department's obligations hereunder shall cease immediately, without penalty or further payment being required, if the Illinois General Assembly or federal funding source fails to make an appropriation sufficient to pay such obligation. The Department, at its sole discretion, shall determine whether amounts appropriated are sufficient to continue its obligations under this Agreement. Termination resulting from non-appropriation or insufficient appropriation shall be in accordance with Section 5.5(A)(1) hereof. Any grant is void by operation of law if the Department fails to obtain the requisite appropriation to pay the grant in any year in which this Agreement is in effect.
- C. Reduced Funding Sources/Revenues The Department reserves the right to reduce the amount to be paid to Grantee under this Agreement if the Department determines that it is in the best interest of the State of Illinois to reduce its obligation under this Agreement as a result of the occurrence of any of the following events during the term of the Agreement:
 - (1) Receipts from revenues which provide the funding for this Agreement either fall significantly short of anticipated levels, or significantly decrease, or
 - (2) Other sources (external grants, contracts, awards, etc.) providing funds for this Agreement are decreased or withdrawn. If such an event occurs, the Department will notify the Grantee as soon as possible. If the Department and Grantee are able to agree on a reduced compensation amount and a corresponding reduced Scope of Work, the parties shall execute a grant modification so stating. If the Department and Grantee are unable to agree on the reduced compensation and reduced Scope of Work, the Department shall terminate the Grant in accordance with the provisions of Section 5.5(A)(2) herein.

5.3 GRANT CLOSE-OUT

- A. Final Grantee Report In addition to any other reporting requirements specified in this Agreement, the Grantee shall complete and submit a Final Grantee Report on forms provided by the Department, within forty-five (45) days of the earlier of the Grant Period end date or the effective date of termination of this Agreement. The Grantee should refer to the Welcome Package and the Reports Deliverable Schedule for the specific reporting requirements and due dates. The Grantee must report on the expenditure of Grant Funds provided by the State, and if applicable, the Grantee's required matching funds. The Grantee is responsible for taking the necessary steps to correct any deficiencies disclosed by such Final Grantee Report, including such action as the Department, based on its review of the report, may direct.
- B. Grant Refunds In accordance with the Illinois Grant Funds Recovery Act, 30 ILCS 705/1, et seq., the Grantee must, within forty-five (45) days of the earlier of the Grant Period end date or the effective date of termination of this Agreement, refund to the Department, any balance of Grant Funds not spent or not obligated as of said date.

5.4 DEFAULT AND REMEDIES

The occurrence of any of the following events, during the Grant Term, shall constitute a default:

- A. Grantee shall fail to observe or perform any covenant or agreement contained in this Agreement, including the Exhibits hereto;
- B. Any representation, warranty, certificate or statement made by the Grantee in this Agreement, including the Exhibits hereto, or in any certificate, report, financial statement or other document delivered pursuant to this Agreement shall prove to have been incorrect when made in any material respect;

- C. Grantee shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing;
- D. An involuntary case or other proceeding shall be commenced against the Grantee seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceedings shall remain undismissed and unstayed for a period of 60 days; or an order for relief shall be entered against the Grantee under the federal bankruptcy laws as now or hereby after in effect;
- E. The Grantee permanently ceases the conduct of active trade or business at the location specified in Scope of Work (Part II), for any reason, including, but not limited to, fire or other casualty;
- F. Company fails to provide the Company Contribution, if applicable, as identified in Scope of Work (Part II);
- G. Grantee defaults on a loan from a third party. Grantee shall provide the Department with immediate notice upon making a determination that it will default on a loan.

Grantee shall have 30 days from the date Department notifies it of the occurrence of a default to cure the default to Department's satisfaction. Grantee's failure to cure, or to initiate a cure which is satisfactory to the Department, shall be a sufficient basis for the Department to terminate this Agreement and to direct Grantee to refund all Grant Funds disbursed to it by the Department within thirty (30) days of receipt of the notice of termination.

At the Department's discretion the Grantee shall be responsible for the payment of interest at a rate equal to twelve percent (12%) per annum for any amount of the Grant Funds which it has not refunded to the Department beginning thirty (30) days from the date the termination notice is sent by the Department and continuing to the date that all Grant Funds are refunded by Grantee or recovered through other legal processes available to the Department.

5.5 TERMINATION; SUSPENSION

- A. This Agreement may be terminated as follows:
 - (1) Non-appropriation, Insufficient Appropriation In the event of non-appropriation or insufficient appropriation as described in Section 5.2(B) above, Grantee shall be paid for non-cancelable, allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of termination which shall be the date stated in the written termination notice provided to Grantee. The Department shall provide such notice to Grantee as soon as possible after it becomes aware of such non-appropriation or insufficient appropriation. Any refunds due the Department shall be submitted in accordance with the provisions of Section 5.3(B) hereof.
 - (2) Reduced Funding Sources/Revenues In the event the parties are unable to agree on a reduced amount of compensation and Scope of Work necessitated due to a reduction in revenues or other funding sources for this Agreement as described in Section 5.2(C) above, Grantee shall be paid for non-cancelable, allowable expenditures incurred in the performance of authorized services under

this Agreement prior to the effective date of termination which shall be the date stated in the written termination notice provided to Grantee. Any refunds due the Department shall be submitted in accordance with the provisions of Section 5.3(B) hereof.

For Cause If the Department determines that the Grantee has failed to comply with any of the covenants, terms, conditions or provisions of this Agreement, or any other application, proposal or grant award executed by the Department and the Grantee, including any applicable rules or regulations, or has made a false representation or warranty in connection with the receipt of the grant, the Department may terminate this Agreement in whole or in part at any time before the expiration date of this Agreement. The Department shall notify the Grantee in writing of the reasons for the termination and the effective date of the termination. Grantee shall not incur any costs after the effective date of the termination. Payments made to the Grantee or recovery by the Department shall be in accord with the legal rights and liabilities of the parties.

In the event of termination for cause, Grantee shall also be subject to any other applicable provisions specified elsewhere in this Agreement.

Termination for cause may render the Grantee ineligible for consideration for future grants from the Department for a period not to exceed two (2) years.

- (3) **For Convenience** The Grantee acknowledges that this grant was made by the Department based on its determination that the activities to be funded under this Agreement are in furtherance of either the Department's statutory requirements or its program objectives. The Grantee further acknowledges that the Department may unilaterally terminate this Agreement based on its good faith determination that the continued expenditure of Grant Funds under this Agreement is no longer in furtherance of said statutory requirements or program objectives. Termination for convenience shall be effective upon delivery of notice to Grantee pursuant to Section 5.10(F) hereof. The Grantee shall not incur new obligations after the effective date of the termination, and shall cancel as many outstanding obligations as possible. The Department shall allow full credit to the Grantee for properly incurred expenditures made in connection with the Grant in accordance with the provisions of Budget (Part I) and Scope of Work (Part II). Grant refunds shall be submitted in accordance with the provisions of Section 5.3(B) hereof.

- B. **Suspension** If the Grantee fails to comply with the specific conditions and/or general terms and conditions of this Agreement, the Department may, upon written notice to the Grantee, suspend this Agreement, withhold further payments and prohibit the Grantee from incurring additional obligations of Grant Funds, pending corrective action by the Grantee or a decision to terminate this Agreement. The Department may determine to allow such necessary and proper costs, which the Grantee could not reasonably avoid during the period of suspension provided that the Department agrees that such costs were necessary and reasonable and incurred in accordance with the provisions of this Agreement.

5.6 **INDEMNIFICATION**

- A. **Non-Governmental Entities** The Grantee agrees to assume all risk of loss and to indemnify and hold the State, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments including costs, attorneys' and witnesses' fees, and expenses incident thereto, relating to bodily injuries to persons (including death) and for loss of, damage to, or destruction of real and/or tangible personal property (including property of the State) resulting from the negligence or misconduct of Grantee, its employees, agents, or subcontractors or subgrantees in the performance of this Agreement. Grantee shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction or damage to State property and shall, at the State's request and expense, furnish to the State reasonable assistance and cooperation including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the State in obtaining recovery.

The Grantee shall, at its expense, defend the State against all claims asserted by any person that anything provided by Grantee infringes a patent, copyright, trade secret or other intellectual property right and shall, without limitation, pay the costs, damages and attorneys' fees awarded against the State in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement.

- B. Governmental Entities In the event that the Grantee is a Governmental Entity, it will indemnify and hold harmless the Department to the same degree as would a Non-Governmental Entity as provided in Section 5.6 A above, to the extent authorized by Federal and/or State constitution(s) and/or laws.

5.7 **MODIFICATION BY OPERATION OF LAW; BUDGET MODIFICATIONS; DISCRETIONARY MODIFICATIONS**

- A. Modifications by Operation of Law This Agreement is subject to such modifications as the Department determines may be required by changes in Federal or State law or regulations applicable to this Agreement. Any such required modification shall be incorporated into and become part of this Agreement as if fully set forth herein. The Department shall timely notify the Grantee of any pending implementation of or proposed amendment to such regulations of which it has notice.
- B. Budget Modifications Grantee must expend the Grant Funds in accordance with the approved budget set forth in Part I hereof. If the Grantee determines that its expenditures for the Grant Term will vary from the amounts listed in the approved project budget it must submit a written request for approval from the Department prior to incurring the revised costs. Said request must give the reasons for and amounts of the revisions. If the Department approves the revised expenditures, it will provide the Grantee with a revised Budget (Part I) incorporating the revisions. Grantee's failure to obtain written approval for anticipated budget revisions is a sufficient reason for the Department to disallow any costs not included in the original project budget and require a refund from the Grantee.

The Grantee may make a line item transfer up to the allowable variance percentage/amount of the total approved line item budget as specified in Budget (Part I) without prior written approval of the Department, subject to the following conditions:

- (1) Modifications Requiring Departmental Approval If the Grantee determines that its expenditures will vary from the approved budgeted line item amounts listed in Budget (Part I) by more than the allowable variance percentage/amount for any given line item expenditure, but will not exceed the total grant award, it shall submit a written request for approval from the Department prior to incurring the revised costs. Modification requests shall give the reasons for and amounts of the revisions. If the Department approves the revised expenditures, it will provide the Grantee with a revised Budget (Part I) incorporating the revisions. Grantee's failure to obtain written approval for anticipated budget revisions shall be deemed sufficient for the Department to disallow any costs not included in the original project budget and require a refund from the Grantee.
 - (2) Discretionary Transfers Transfers between approved line items that do not exceed the allowable variance percentage/amount of the original approved budget line item may be made at the Grantee's discretion without the Department's approval. For purposes of the allowable discretionary transfer(s), the line item to which the transfer is made cannot be increased by more than the allowable variance percentage/amount of the original approved line item. Additionally, the allowable discretionary transfer does not apply to an Audit line item (if present). Any and all modifications to an existing Audit line item may only be made with the Department's prior written approval.
- C. Discretionary Modifications If either the Department or the Grantee wishes to modify the terms of this Agreement other than as set forth in Sections 5.7(A) and 5.7(B) above, written notice of the proposed

modification must be given to the other party. Modifications will only take effect when agreed to in writing by both the Department and the Grantee. However, if the Department notifies the Grantee in writing of a proposed modification, and the Grantee fails to respond to that notification, in writing, within thirty (30) days, the proposed modification will be deemed to have been approved by the Grantee. In making an objection to the proposed modification, the Grantee shall specify the reasons for the objection and the Department shall consider those objections when evaluating whether to follow through with the proposed modification. The Department's notice to the Grantee shall contain the Grantee name, Grant number, modification number, purpose of the revision and signature of the Department's Director.

- D. Unilateral Modifications The parties agree that the Department may unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by the Department for the sole purpose of increasing the Grantee's funding allocation as additional funds become available for the grant during the program year covered by the term of this Agreement. The parties further agree that the thirty (30) day period for objection described in Section 5.7(C) above does not apply to the unilateral modification authority described in this Section.
- E. Management Waiver The parties agree that the Department may issue a waiver of specific requirements of this Agreement after the term of the Agreement has expired. These waivers are limited to requirements relating to the Grantee's compliance with existing audit requirements in the Agreement, retention of interest earned by the Grantee on Grant Funds, variances to budgetary line items, non-material changes to the Scope of Work (Part II), and any other non-material changes to specific grant terms that the Department determines are necessary to place the Grantee in administrative compliance with the terms of this Agreement. A management waiver issued after the term of the Agreement has expired will supersede the original requirements of this Agreement that would normally require a modification of this Agreement to be executed. The Department will make no modifications of this Agreement not agreed to prior to the expiration of the Agreement beyond what is specifically set forth in this section.
- F. Term Extensions The Grantee acknowledges that all Grant Funds must be expended or legally obligated during the Grant Term set forth in the Notice of Grant Award. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 et seq.), no Grant Term may be extend beyond a two-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed for reimbursement of costs previously incurred by the grantee.

5.8

CONFLICT OF INTEREST; INTEREST OF PUBLIC OFFICIALS/ EMPLOYEES; BONUS/COMMISSION PROHIBITED; HIRING OF STATE EMPLOYEES PROHIBITED; DUE DILIGENCE IN EXPENDITURE OF GRANT FUNDS

- A. Conflict of Interest A conflict of interest exists if a Grantee's officers, directors, agents, employees and family members use their position for a purpose that is, or gives the appearance of, being motivated by a desire for a private gain, financial or nonfinancial, for themselves or others, particularly those with whom they have family business or other ties. The Grantee must establish safeguards to prohibit such a conflict of interest from occurring. Safeguards, evidenced by rules or bylaws, shall also be established to prohibit persons from engaging in actions, which create or which appear to create a conflict of interest as described herein.

The Grantee must immediately notify the Department in writing of any actual or potential conflicts of interest, as well as any actions that create or which appear to create a conflict of interest.

B. Interest of Public Officials/Employees

- (1) Governmental Entity If the Grantee is a governmental entity, the Grantee certifies that no conflict of interest as defined in Section 5.8(A) exists. Further, Grantee certifies that no officer or employee of the Grantee and no member of its governing body and no other public official of the locality in which the program objectives will be carried out who exercises any functions or

responsibilities in the review or approval of the undertaking or carrying out of such objectives shall participate in any decision relating to any contract negotiated under a program grant which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested, or has any financial interest, direct or indirect, in such contract or in the work to be performed under such contract.

- (2) Nongovernmental Entity If the Grantee is a nongovernmental entity, the Grantee certifies that no conflict of interest as defined in Section 5.8(A) exists. If such a conflict or appearance thereof exists or arises, the Grantee must provide immediate notification to the Department as provided in Section 5.8(A). The Department may, in its discretion, issue Grant Funds if it determines that appropriate safeguards are in place and that it is in the best interest of the State to proceed.

Violations of Section 5.8 may result in suspension or termination of this Agreement, and recovery of Grant Funds provided hereunder. Violators may also be criminally liable under other applicable State or Federal laws and subject to actions up to and including felony prosecution.

- C. Bonus or Commission Prohibited The Grantee shall not pay any bonus or commission for the purpose of obtaining the Grant awarded under this Agreement.
- D. Hiring State Employees Prohibited No State officer or employee may be hired to perform services under this Agreement, or be paid with Grant Funds derived directly or indirectly through this Grant without the written approval of the Department.

5.9 APPLICABLE STATUTES

- A. Grantee Responsibility All applicable Federal, State and local laws, rules and regulations governing the performance required by Grantee shall apply to this Agreement and will be deemed to be included in this Agreement the same as though written herein in full. Grantee is responsible for ensuring compliance with all applicable laws, rules and regulations, including, but not limited to those specifically referenced herein. Except where expressly required by applicable laws and regulations, the Department shall not be responsible for monitoring Grantee's compliance.
- B. Land Trust/Beneficial Interest Disclosure Act (765 ILCS 405/2.1) No Grant Funds shall be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land, which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with the Department identifying each beneficiary of the land trust by name and address and defining such interest therein.
- C. Historic Preservation Act (20 ILCS 3420/1 et seq.) The Grantee will not expend Grant Funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois Historic Preservation Agency. The Grantee shall not expend Grant Funds under this Agreement for any project, activity, or program that can result in changes in the character or use of historic property, if any historic property is located in the area of potential effects without the approval of the Illinois Historic Preservation Agency. 20 ILCS 3420/3(f).
- D. State of Illinois Discrimination Laws (775 ILCS 5/1-101 et seq.) In carrying out the performance required under this Agreement, the Grantee shall comply with all applicable provisions of the Illinois Human Rights Act, and rules and regulations promulgated by the Illinois Department of Human Rights, prohibiting unlawful discrimination in employment. Grantee's failure to comply with all applicable provisions of the Illinois Human Rights Act, or applicable rules and regulations promulgated thereunder, may result in a determination that Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and

this Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

- E. Drugfree Workplace Act (30 ILCS 580/1 et seq.) Grantee will make the certification required in this Agreement and will comply with all of the provisions of the Drugfree Workplace Act that are applicable to the Grantee. False certification or violation of the requirements of the Drugfree Workplace Act may result in sanctions including, but not limited to, suspension of grant payments, termination of this Agreement and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.
- F. Freedom of Information Act (5 ILCS 140/1 et seq.) Applications, programmatic reports and other information obtained by the Department under this Agreement shall be administered pursuant to the Freedom of Information Act.
- G. Prevailing Wage Act (820 ILCS 130/0.01 et seq.) All projects for the construction of fixed works which are financed in whole or in part with Grant Funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01) unless the provisions of that Act exempt its application. In the construction of the project, the Grantee shall comply with the requirements of the Prevailing Wage Act, including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the project shall be paid to all laborers, workers and mechanics performing work under the contract and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.
- H. Victims Economic Security and Safety Act (820 ILCS 180 et seq.) If the Grantee has 50 or more employees, it may not discharge or discriminate against an employee who is a victim of domestic violence, or who has a family or household member who is a victim of domestic violence, for taking up to a total of twelve (12) work weeks of leave from work during any twelve month period to address the domestic violence, pursuant to the Victims Economic Security and Safety Act. The Grantee is not required to provide paid leave under the Victims Economic Security and Safety Act, but may not suspend group health plan benefits during the leave period. Any failure on behalf of the Grantee to comply with all applicable provisions of the Victims Economic Security and Safety Act, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by Statute or regulation.
- I. Equal Pay Act of 2003 (820 ILCS 112 et seq.) If the Grantee has four or more employees, it is prohibited by the Equal Pay Act of 2003 from paying unequal wages to men and women for doing the same or substantially similar work. Further, the Grantee is prohibited by the Equal Pay Act of 2003 from remedying violations of the Act by reducing the wages of other employees or discriminating against any employee exercising his/her rights under this Act. Any failure on behalf of the Grantee to comply with all applicable provisions of the Equal Pay Act of 2003, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by Statute or regulation.
- J. Steel Products Procurement Act (30 ILCS 565 et seq.) The grantee, if applicable, hereby certifies that any steel products used or supplied in accordance with this grant for a public works project shall be manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565 et seq.).
- K. Use of Illinois Labor for Public Works Projects (20 ILCS 605/605-390; 30 ILCS 570/0.01) The Grantee shall provide the Department with documentation certifying that at least fifty percent (50%) of

the total labor hours performed to complete the project described in Scope of Work (Part II) were performed by actual residents of the State of Illinois, in those cases where the project meets the statutory definition of a state construction project in 20 ILCS 605/605-390. In periods of excessive unemployment the Grantee shall also provide the Department with documentation certifying that it has caused to be employed at least ninety percent (90%) Illinois laborers on the project described in Scope of Work (Part II), in those cases where the project meets the statutory definition of a public works project or improvement in 30 ILCS 570/0.01 et seq.

- L. Minorities, Females, and Persons with Disabilities Act and Illinois Human Rights Act (30 ILCS 575/0.01; 775 ILCS 5/2-105) The Grantee acknowledges and hereby certifies compliance with the provisions of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, and the equal employment practices of Section 2-105 of the Illinois Human Rights Act for the provision of services which are directly related to the Scope of Work to be performed under this Agreement.
- M. Identity Protection Act (5 ILCS/179 et. seq.) and Personal Information Protection Act (815 ILCS 530 et. seq.) The Department of Commerce and Economic Opportunity (DCEO) is committed to protecting the privacy of its vendors, grantees and beneficiaries of programs and services. At times, DCEO will request social security numbers or other personal identifying information. Federal and state laws, rules and regulations require the collection of this information for certain purposes relating to employment and/or payments for goods and services, including, but not limited to, grants. DCEO also collects confidential information for oversight and monitoring purposes.

Furnishing personal identity information, such as a social security number, is voluntary; however, failure to provide required personal identity information may prevent an individual or organization from using the services/benefits provided by DCEO as a result of state or federal laws, rules and regulations.

5.10 MISCELLANEOUS PROVISIONS

- A. Independence of Grantee Personnel All technical, clerical, and other personnel necessary for the performance required by this Agreement shall be employed by or contracted with Grantee, and shall in all respects be subject to the rules and regulations of Grantee governing its employees. Neither Grantee nor its personnel shall be considered to be the agents or employees of the Department.
- B. Grantor Authority The Department and its payroll employees, when acting pursuant to this Agreement, are acting as State officials in their official capacity and not personally or as the agents of others.
- C. Governing Law This Grant is awarded in the State of Illinois for execution within the State of Illinois. This Agreement shall be governed by and construed according to Illinois law.
- D. Worker's Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes The Grantee shall provide Worker's Compensation insurance where the same is required and shall accept full responsibility for the payment of unemployment insurance, premiums for Workers' Compensation, Social Security and retirement and health insurance benefits, as well as all income tax deduction and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement.
- E. Delivery of Grantee Payments Payment to the Grantee under this Agreement shall be made payable in the name of the Grantee and sent to the person and place specified in the Notice of Grant Award. The Grantee may change the person to whom payments are sent, or the place to which payments are sent by written notice to the Department signed by the Grantee, that complies with the requirements of Section 5.10(F) below. No such change or payment notice shall be binding upon the Department until ten (10) business days after actual receipt.

- F. Notice Any notice, demand, or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth in the Notice of Grant Award by any of the following means: (a) personal service, (b) electronic communication, whether by telex, telegram or telecopy, (c) overnight courier, or (d) registered or certified first class mail, postage prepaid, return receipt requested. Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means, respectively. Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received five (5) business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

The Grantee acknowledges and agrees that its address set forth in the Notice of Grant Award is its current address and shall be considered its last known address for purposes of receiving any and all notice(s) required under this Agreement. The Grantee further acknowledges and agrees that the Department is justified in relying upon the address information furnished to it by the Grantee in absence of notice to the contrary. The Grantee also acknowledges and agrees that it has the burden of notifying the Department of its current/last known address. In the event that the Grantee changes its current address, it shall contact its Program Manager and notify him/her of said change of address and a formal modification will be executed.

- G. Required Notice Grantee agrees to give prompt notice to the Department of any event that may materially affect the performance required under this Agreement. Any notice or approval relating to Section 5.5 (Termination), Section 5.7C (Discretionary Modifications), Section 5.7E (Waivers), and Section 5.10I (Assignment) must be executed by the Director of the Department or her/his authorized designee.
- H. Modifications A modification of any condition of this Agreement must be requested in writing. No modification of any condition of this Agreement may be effective unless in writing from and signed by the Director of the Department.
- I. Assignment The benefits of this Agreement and the rights, duties and responsibilities of the Grantee under this Agreement may not be assigned (in whole or in part) except with the express written approval of the Department acting through its Director. Any assignment by the Grantee in violation of this provision renders this Agreement voidable by the Department.
- J. Severability Clause If any provision under this Agreement or its application to any person or circumstances is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision or its application of this Agreement, which can be given effect without the invalid provision or application.
- K. Integration Clause This Agreement, with attachments, as written, is the full and complete agreement between the parties and there are no oral agreements or understandings between the parties other than what has been reduced to writing herein.
- L. Comptroller Filing Notice The Grantee expressly understands that whenever applicable, a copy of this Agreement and any modification, cancellation or renewal is required to be filed by the Department with the State Comptroller.
- M. Subcontract and Grants The Grantee's services, duties and responsibilities specified herein shall not be subcontracted or subgranted by the Grantee without prior written approval of the Department, unless such subcontracts or subgrants are provided for elsewhere in this Agreement. Any subcontracts or subgrants shall be subject to, and conform with, all applicable State and Federal laws, and shall specifically provide that subcontractors or subgrantees are subject to all of the terms and conditions of this Agreement. For the Department to approve the use of any subcontract or subgrant, the Grantee must employ an open, impartial and reasonably competitive selection process.

N. Attorney Fees and Costs If the Department is the prevailing party in any proceeding to enforce the terms of this Agreement, the Department has the right to recover reasonable attorney fees, costs and expenses associated with recovering the Grant Funds.

**PART VI
STATE OF ILLINOIS REQUIRED
CERTIFICATIONS**

The Grantee makes the following certifications as a condition of this Agreement. These certifications are required by State statute and are in addition to any certifications required by any Federal funding source as set forth in this Agreement. Grantee's execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

6.1 COMPLIANCE WITH APPLICABLE LAW

The Grantee certifies that it shall comply with all applicable provisions of Federal, State and local law in the performance of its obligations pursuant to this Agreement.

6.2 CONFLICT OF INTEREST

The Grantee certifies that it has no public or private interest, direct or indirect, and shall not acquire directly or indirectly any such interest which does or may conflict in any manner with the performance of Grantee's services and obligations under this Agreement.

6.3 BID-RIGGING/BID-ROTATING

The Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33 E-3 and 5/33 E-4).

6.4 DEFAULT ON EDUCATIONAL LOAN

The Grantee certifies that this Agreement is not in violation of the Educational Loan Default Act (5 ILCS 385/3) prohibiting certain contracts to individuals who are in default on an educational loan.

6.5 AMERICANS WITH DISABILITIES ACT

The Americans with Disabilities Act (ADA) (42 U.S.C. 12101 et. seq.) and the regulations thereunder (28 CFR 35.130) prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this grant, the Grantee certifies that services, programs and activities provided under this Agreement are, and will continue to be, in compliance with the ADA.

6.6 DRUGFREE WORKPLACE ACT

The Grantee certifies that:

- A) It is a Corporation, Partnership, or other entity (other than an individual) with **24 or fewer employees** at the time of execution of this Agreement.
- B) That the purpose of this grant is to fund solid waste reduction.
- C) It is a Corporation, Partnership, or other entity (other than an individual) with **25 or more employees** at the time of execution of this Agreement, or
- D) That it is an individual.

If Option "A" or "B" is checked this Agreement is not subject to the requirements of the Act.

If Option "C" or "D" is checked and the amount of this grant is five thousand dollars (\$5,000.00) or more, the Grantee is notified that the Drugfree Workplace Act (30 ILCS 580/1 et seq.) is applicable to this Agreement, and the Grantee must comply with the terms of said Act, as set forth below:

Grantee will provide a drugfree workplace by:

- (a) Publishing a statement:
 - (i) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Grantee's workplace.
 - (ii) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (iii) Notifying the employee that, as a condition of employment on such grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (i) the dangers of drug abuse in the workplace;
 - (ii) the Grantee's policy of maintaining a drug free workplace;
 - (iii) any available drug counseling, rehabilitation and employee assistance programs; and
 - (iv) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the granting agency within ten (10) days after receiving notice, under part (B) of paragraph (iii) of subsection (a) above, from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in, a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 of the Drugfree Workplace Act, 30 ILCS 580/5.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation are required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drugfree workplace through implementation of the Drugfree Workplace Act, 30 ILCS 580/5.

If Grantee is an individual, it certifies that it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this Agreement.

6.7 ANTI-BRIBERY

The Grantee certifies that neither it nor its employees have been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois, nor has Grantee or any of its employees made an admission

of guilt of such conduct which is a matter of record as defined in the Illinois Procurement Code (30 ILCS 500/50-5).

6.8 DISCRIMINATION/ILLINOIS HUMAN RIGHTS ACT

The Grantee certifies (i) that it will not commit unlawful discrimination in employment in Illinois as that term is defined in Article 2 of said Act; (ii) that it will comply with the provisions of Article 5 of the Act regarding equal employment opportunities and affirmative action; and, (iii) that it will comply with policies and procedures established by the Department of Human Rights under Article 7 of the Act regarding equal employment opportunities and affirmative action.

The Grantee further certifies that, if applicable, it will comply with "An Act to prohibit discrimination and intimidation on account of race, creed, color, sex, religion, physical or mental handicap unrelated to ability or national origin in employment under contracts for public buildings or public works." (775 ILCS 10/0.01 et seq.)

6.9 SEXUAL HARASSMENT

The Grantee certifies that it has written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act (775 ILCS 5/2-105 (B)(5)). A copy of the policies shall be provided to the Department upon request.

6.10 INTERNATIONAL ANTI-BOYCOTT CERTIFICATION

The Grantee hereby certifies that neither the Grantee nor any substantially owned affiliate company of the Grantee is participating or will participate in an international boycott, as defined by the provisions of the U.S. Export Administration Act of 1979, or as defined by the regulations of the U.S. Department of Commerce, promulgated pursuant to that Act (30 ILCS 582/1 et seq.).

6.11 FEDERAL, STATE AND LOCAL LAWS; TAX LIABILITIES; STATE AGENCY DELINQUENCIES

The Grantee is required to comply with all federal, state and local laws, including but not limited to the filing of any and all applicable tax returns. In the event that a Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Department shall disburse Grant Funds only if the Grantee enters into an installment payment agreement with said tax authority and remains in good standing therewith. Grantee is required to tender a copy of any such installment payment agreement to the Department. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. **The execution of this Agreement by the Grantee is its certification that (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.**

6.12 PROHIBITION OF GOODS DERIVED FROM CHILD LABOR

The Grantee certifies, in accordance with Public Act 94-0264, that no foreign-made equipment, materials, or supplies furnished to the State in connection with this Agreement have been produced in whole or in part by the labor of any child under the age of 12.

6.13 PREVAILING WAGE

The Grantee acknowledges that receipt of Grant Funds under this Agreement require compliance with the Prevailing Wage Act (820 ILCS 130 et. seq.). Persons willfully failing to comply with, or willfully violating this Act may be in violation of the Criminal Code. Questions concerning compliance with the Prevailing Wage Act should be directed to the Illinois Department of Labor.

6.14 LIEN WAIVERS

The Grantee shall monitor construction to assure that necessary contractor's affidavits and waivers of mechanics liens are obtained prior to release of Grant Funds to contractors and subcontractors.

6.15 INTERAGENCY WETLAND POLICY ACT

The Grantee certifies that the proposed project is compatible with established state policy regarding wetlands, pursuant to the Interagency Wetland Policy Act of 1989. The Grantee acknowledges that the Illinois Department of Natural Resources may, from time to time, monitor the proposed project to ensure continued compliance with the aforementioned Act. In the event that the project does not remain in compliance with the Act, such noncompliance shall constitute a breach of the Agreement, and failure to cure the breach within sixty (60) days after notice thereof will result in the termination of this Agreement.

RESOLUTION NO. _____

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

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

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

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

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

SECTION 1: That the Mayor and Board of Trustees of the Village of Carol Stream find that the personal property described in Exhibit "A", now owned by the Village of Carol Stream, is no longer necessary or useful and authorize its disposal per the attached memorandum dated April 25, 2017.

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

PASSED AND APPROVED THIS 1st DAY OF MAY, 2017.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

Village of Carol Stream
Interdepartmental Memorandum

TO: Joseph Breinig, Village Manager
FROM: James Knudsen, Director of Engineering Services
DATE: April 25, 2017
RE: Surplus Equipment



The Engineering Services Department has identified the equipment below to be declared surplus:

Kara Leather Surveyor's Pouch – No ID

Due to changes in process this item no longer has value to the Village but it may have value at auction or sold as scrap.

Digital Planimeter – No ID

Due to improved equipment and processes this item no longer has value to the Village but it may have value at auction or sold as scrap.

Compensating Planimeter – No ID

Due to improved equipment and processes this item no longer has value to the Village but it may have value at auction or sold as scrap.

Highway Drafting Curves – No ID

Due to improved equipment and processes this item no longer has value to the Village but it may have value at auction or sold as scrap.

Scale Master Plus – No ID

Due to improved equipment and processes this item no longer has value to the Village but it may have value at auction or sold as scrap.

Minolta Camera SRT 201 and Minolta Camera HI-MATIC 7SII – No ID

Due to improved equipment and processes this item no longer has value to the Village but it may have value at auction or sold as scrap.

Jamar Intersection Counter – D1-0801

Due to improved equipment and processes this item no longer has value to the Village but it may have value at auction or sold as scrap.

Drafting Light Table – No ID

Due to improved equipment and processes this item no longer has value to the Village but it may have value at auction or sold as scrap.

Mechanical Drafting Arm – No ID

Due to improved equipment and processes this item no longer has value to the Village but it may have value at auction or sold as scrap.

Koh-I-Noor Rapidograph 2 - 7 Ink Pen Drafting Sets – No ID

Due to improved equipment and processes this item no longer has value to the Village but it may have value at auction or sold as scrap.

Rotring Rapidograph 8 Ink Pen Drafting Set – No ID

Due to improved equipment and processes this item no longer has value to the Village but it may have value at auction or sold as scrap.

Staedtler Miscellaneous Ink Pen Drafting Parts – No ID

Due to improved equipment and processes this item no longer has value to the Village but it may have value at auction or sold as scrap.

Maped Compass/Divider Set – No ID

Due to improved equipment and processes this item no longer has value to the Village but it may have value at auction or sold as scrap.

Koh-I-Noor 2 Drafting Lead Sharpeners – No ID

Due to improved equipment and processes this item no longer has value to the Village but it may have value at auction or sold as scrap.

Sovereign Model 77 Electric Eraser w/ 2 Boxes of Eraser Strips – No ID

Due to improved equipment and processes this item no longer has value to the Village but it may have value at auction or sold as scrap.

Hoyle Metric Acu-Arc Adjustable Ruler (17 cm - 500 cm radius) – No ID

Due to improved equipment and processes this item no longer has value to the Village but it may have value at auction or sold as scrap.

Therefore, staff recommends that these items be declared surplus by the Mayor and Board of trustees and the Engineering Services Department be authorized to dispose of the items accordingly.

RESOLUTION NO. 2017-_____

**A RESOLUTION AUTHORIZING A FINAL PLAT OF CONSOLIDATION
(BUCHANAN ENERGY/BUCKY'S EXPRESS – 870 W. ARMY TRAIL ROAD/1340 N.
COUNTY FARM ROAD)**

WHEREAS, Richard McMahon, on behalf of Buchanan Energy, hereinafter referred to as the Petitioner, has requested approval of a Final Plat of Consolidation to consolidate two existing lots located south of Army Trail Road and west of County Farm Road, commonly known as 870 W. Army Trail Road and 1340 N. County Farm Road, into one lot, in accordance with Section 7-2-6 of the Village of Carol Stream Subdivision Code; and

WHEREAS, the Plan Commission/Zoning Board of Appeals (the “Combined Board”) of the Village of Carol Stream, at their meeting on April 24, 2017, considered the Final Plat of Consolidation and has found it to be in conformance with the Zoning Code, the Subdivision Code, and other Codes of the municipality relating to the particular property herein proposed to be consolidated; and

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

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

SECTION 1: Approval is hereby given to the Final Plat of Consolidation for the *Bucky's Carol Stream Consolidation*, such document being attached to and made a part of this Resolution as Exhibit “A”, drawn by Marchese and Sons, Inc., 10 Monaco Drive, Roselle, IL, 60172.

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 1st DAY OF MAY, 2017.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr. Mayor

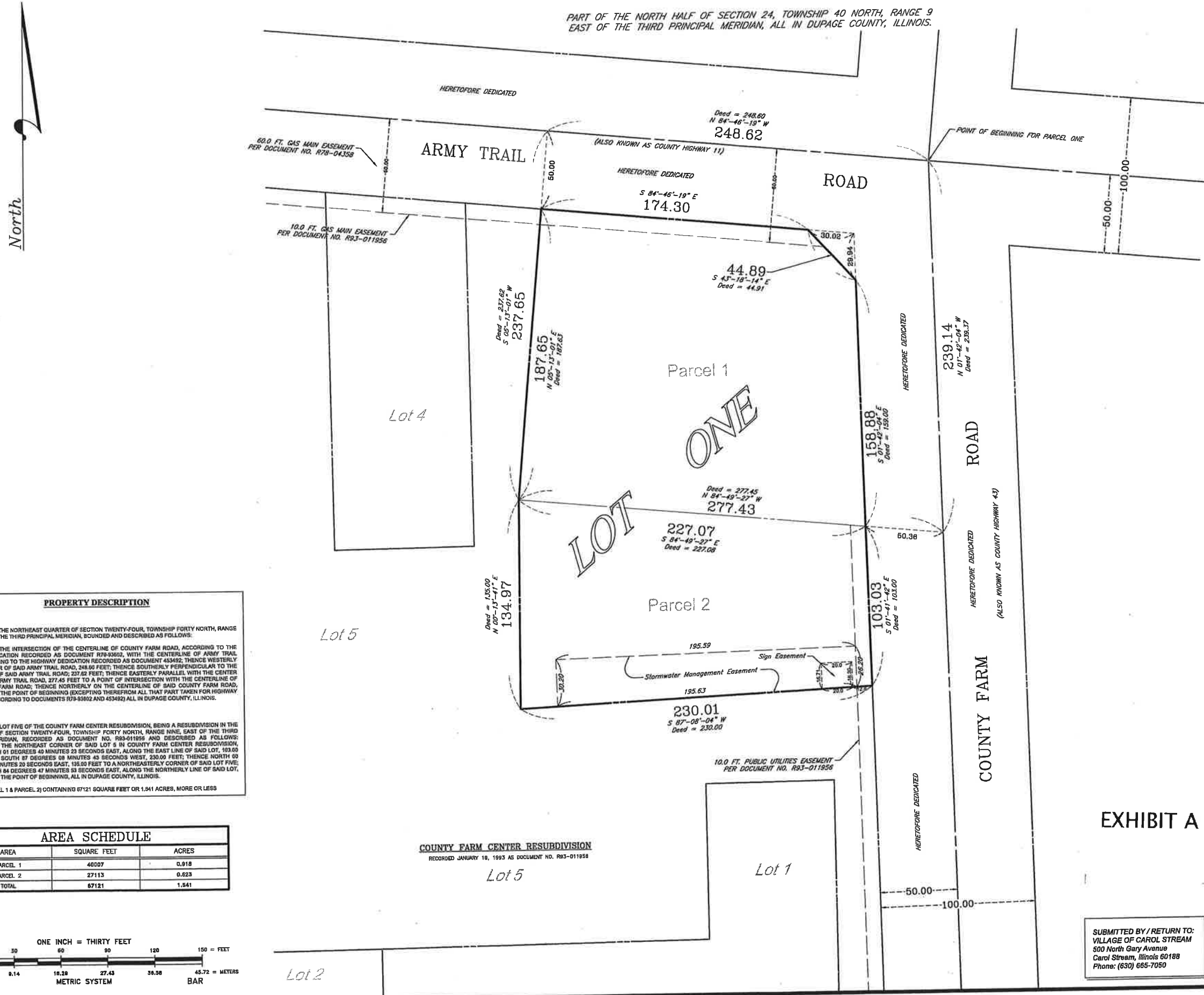
ATTEST:

Laura Czarnecki, Village Clerk

BUCKY'S CAROL STREAM CONSOLIDATION

of

PART OF THE NORTH HALF OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN DUPAGE COUNTY, ILLINOIS.



UTILITY EASEMENT PROVISIONS

A PERMANENT NON-EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF CAROL STREAM, DUPAGE COUNTY, ILLINOIS, AND TO THOSE UTILITY AND OTHER ENTITIES OPERATING NOW, OR IN THE FUTURE, UNDER FRANCHISE FROM THE VILLAGE OF CAROL STREAM, INCLUDING, BUT NOT LIMITED TO, ILLINOIS TELEPHONE COMPANY, NORTHERN ILLINOIS GAS COMPANY, COMMONWEALTH EDISON COMPANY, AND TO THEIR SUCCESSORS AND ASSIGNS, IN, ON, UPON, ACROSS, OVER, UNDER AND THROUGH THE AREAS SHOWN BY DASHED LINES AND LABELED "UTILITY EASEMENT" ON THIS PLAT OF SUBDIVISION, SUCH EASEMENTS GRANTING AND RESERVING FOR THE VILLAGE UTILITIES AND OTHER ENTITIES THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO INSTALL, CONSTRUCT, RECONSTRUCT, INSPECT, OPERATE, REPLACE, REPAIR, ALTER, ENLARGE, REMOVE, REPAIR, CLEAN AND MAINTAIN VARIOUS UTILITY AND SIMILAR TRANSMISSION, RECEIVING AND DISTRIBUTION SYSTEMS, INCLUDING, BUT NOT LIMITED TO CABLES, LINES, TRANSFORMERS, COMPUTER DEVICES, SANITARY SEWERS, STORM SEWERS, WATER MAINS, AND ANY AND ALL NECESSARY MANHOLES, HYDRANTS, PIPES, CONNECTIONS, CATCH BASINS, BUFFALO BOXES, AND WITHOUT LIMITATION, SUCH OTHER INSTALLATION AS MAY BE REQUIRED TO FURNISH UTILITY AND SIMILAR SERVICE TO THE ATTACHED AREA, AND SUCH APPURTENANCES AND ADDITIONS THERETO AS THE VILLAGE, UTILITIES AND SIMILAR ENTITIES MAY DEEM NECESSARY, USEFUL OR CONVENIENT, TOGETHER WITH A PERMANENT RIGHT OF ACCESS ACROSS THE LOTS AND REAL ESTATE SHOWN ON THIS PLAT OF SUBDIVISION FOR THE NECESSARY PERSONS AND EQUIPMENT TO DO ANY OR ALL OF THE ABOVE WORK. THE RIGHT IS ALSO HEREBY GRANTED TO THE VILLAGE, UTILITIES AND SIMILAR ENTITIES TO CUT DOWN, TRIM OR REMOVE ANY TREES, SHRUBS, OR OTHER PLANTS THAT INTERFERE WITH THE OPERATION OF SUCH EASEMENTS. NO PERMANENT BUILDINGS OR TREES SHALL BE PLACED ON SUCH EASEMENTS, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE OPERATION OF SUCH RIGHTS. WHERE AN EASEMENT IS USED FOR MUNICIPAL-OWNED UTILITIES, OTHER INSTALLATION OF UTILITIES AND OTHER ENTITIES SHALL BE SUBJECT TO THE PRIOR APPROVAL, AS TO LOCATION AND DESIGN, OF THE VILLAGE SO AS NOT TO INTERFERE WITH THE MUNICIPAL UTILITIES. PROPERTY OWNER(S) ARE RESPONSIBLE FOR THE MAINTENANCE OF ALL ON-SITE UTILITIES.

STORMWATER MANAGEMENT AND CONVEYANCE EASEMENT

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF CAROL STREAM OVER ALL OF THE AREAS INDICATED AS "STORMWATER MANAGEMENT AND CONVEYANCE EASEMENT, OR "S.M.C.E." FOR THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, GRADE, REGRADE, CLEAN, REPAIR, INSPECT, OPERATE AND OTHERWISE MAINTAIN IN AN UNOBSTRUCTED CONDITION A SYSTEM OF STORM DRAINS, MANHOLES, INLETS, OVERLAND DRAINAGE SWALES, AND A STORMWATER MANAGEMENT BASIN FOR THE CONVEYANCE AND TEMPORARY STORAGE OF STORMWATER RUNOFF TRIBUTARY THERETO TOGETHER WITH THE RIGHT OF ACCESS OVER, UPON AND THROUGH SAID EASEMENT FOR THE NECESSARY INDIVIDUALS AND EQUIPMENT TO PERFORM SAID FUNCTIONS. THE RIGHT IS ALSO GRANTED TO CUT DOWN, TRIM, OR REMOVE TREES, BUSHES, VEGETATION AND DEBRIS WITHIN SAID EASEMENT AREA THAT CAN REASONABLY BE SHOWN TO OBSTRUCT OR OTHERWISE HINDER THE OPERATION OF SAID EASEMENT AREA FOR THE USES AND PURPOSES HEREIN SET FORTH. NO BUILDINGS, SHEDS, SWIMMING POOLS OR OBJECTS AND EQUIPMENT AND NO EARTH FILL OR EXTRANEOUS MATERIALS SHALL BE DEPOSITED OR EXTENSIVE REGARDING WORK UNDERTAKEN THAT WOULD HINDER OR OBSTRUCT THE CONVEYANCE OF STORM DRAINAGE OR DISPLACE ANY STORMWATER STORAGE VOLUME POTENTIALLY AVAILABLE DURING TIMES OF PEAK RUNOFF. SAID EASEMENT AREAS MAY BE USED, HOWEVER, FOR PAVED AREAS, GARDENS, TREES, PLANTS, LAWNS AND OTHER LANDSCAPING IMPROVEMENTS AND FOR OTHER USES AND PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID EASEMENT USES AND PURPOSES.

STORMWATER MANAGEMENT AREA MAINTENANCE PROVISIONS

OWNER ON BEHALF OF ITSELF, ITS SUCCESSORS AND ASSIGNS, AND ALL FUTURE HOLDERS OF TITLE (COLLECTIVELY, THE "OWNER") TO ANY PORTION OF THE PROPERTY WHICH IS THE SUBJECT OF THIS PLAT (THE "PROPERTY"), HEREBY COVENANTS AND AGREES WITH THE VILLAGE OF ("CAROL STREAM") AS FOLLOWS:

OWNER SHALL MAINTAIN, OPERATE AND REPAIR THE PORTIONS OF THE IDENTIFIED AS THE "STORMWATER MANAGEMENT EASEMENT AREA" AT ALL TIMES IN A MANNER CONSISTENT WITH THE PLANS AND SPECIFICATIONS APPROVED BY THE VILLAGE (AND UPON REQUEST, FURNISH PROOF OF COMPLIANCE THEREIN). THE OWNER GRANTS TO THE VILLAGE AND ITS DESIGNEES THE RIGHT OF ACCESS UPON, OVER AND ACROSS THE PROPERTY TO INSPECT THE STORMWATER MANAGEMENT EASEMENT AREA AND TO PERFORM ANY MAINTENANCE OF SAID AREAS WHICH THE OWNER HAS FAILED TO PERFORM, IF SUCH FAILURE CONTINUES FOR THIRTY (30) DAYS AFTER WRITTEN NOTICE FROM THE VILLAGE OF SUCH FAILURE, THE VILLAGE MAY ENTER UPON THE PROPERTY AND PERFORM SUCH WORK AS SHOULD HAVE BEEN UNDERTAKEN BY OWNER WITHOUT NOTICE TO OWNER IN AN EMERGENCY (E.G. WHERE PERSONAL INJURY OR MATERIAL DAMAGE TO PROPERTY MAY BE IMMINENT.) THE OWNER SHALL BE LIABLE FOR THE REASONABLE COST OF ANY MAINTENANCE SO PERFORMED BY THE VILLAGE AND SHALL PROMPTLY REIMBURSE THE VILLAGE FOR SUCH COSTS, WITH INTEREST AT STATUTORY PREJUDGMENT RATE CALCULATED FROM THE DATE OF EXPENDITURE. UPON REORDINATION BY THE VILLAGE OF A CLAIM FOR REIMBURSEMENT, THE VILLAGE SHALL HAVE A FORCLOSABLE LIEN UPON THE PROPERTY TO SECURE REIMBURSEMENT.

IN ADDITION TO OTHER REMEDIES PROVIDED FOR ABOVE, UPON OWNER'S FAILURE TO MAINTAIN THE STORMWATER MANAGEMENT EASEMENT AREAS (AFTER NOTICE WHERE REQUIRED AS AFORESAID), THE VILLAGE SHALL BE ENTITLED TO ALL REMEDIES AT LAW OR EQUITY TO ENFORCE THIS AGREEMENT, INCLUDING ALL REMEDIES FOR THE ABATEMENT OF A NUISANCE, WHICH REMEDIES SHALL BE CUMULATIVE AND NOT EXCLUSIVE. IF A JUDGEMENT IS ENTERED AGAINST THE OWNER, THE OWNER SHALL PAY ALL REASONABLE ATTORNEY'S FEES AND COSTS OF THE VILLAGE. THE VILLAGE SHALL NOT BE LIABLE TO OWNER OR ANY PARTY CLAIMING THROUGH THE OWNER FOR ANY DAMAGE CAUSED BY IT IN THE PERFORMANCE OF ANY MAINTENANCE UNDERTAKEN PURSUANT TO THIS AGREEMENT, UNLESS SUCH DAMAGE IS CAUSED BY WANTON OR WILLFUL CONDUCT. FAILURE TO ENFORCE A RIGHT GRANTED HEREUNDER SHALL NOT DEEM A WAIVER OF SUCH RIGHT OR ANY OTHER RIGHTS HEREUNDER. NO PARTY SHALL BE LIABLE FOR FAILURE TO ENFORCE THE PROVISIONS HEREOF.

THE OWNER RESERVES UNTO ITSELF ALL RIGHT NOT MATERIALLY INCONSISTENT WITH THESE PROVISIONS, INCLUDING THE RIGHT TO IMPROVE THE PROPERTY AND TO GRANT EASEMENT AND OTHER RIGHTS AND INTERESTS IN AND TO SAID PROPERTY.

THE OWNERS OF ANY PORTIONS OF THE PROPERTY SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE REIMBURSEMENT OF OR PAYMENT TO THE VILLAGE, AS MAY BE REQUIRED BY THE FOREGOING PROVISIONS. IF TITLE TO ALL OR ANY PART OF THE PROPERTY IS VESTED IN A LAND TRUST, ANY BENEFICIARIES THEREOF SHALL BE PERSONALLY LIABLE FOR ALL OBLIGATIONS IMPOSED HEREBY ON THE "OWNER" OF SUCH PROPERTY OR PORTION THEREOF AS OWNED.

SHEET: 1 OF 2

SCALE: ONE INCH = THIRTY FEET

ORDER NO.: 16-16146

ORDERED BY: BUCHANAN ENERGY (N), LLC

COMPARE ALL POINT BEFORE BUILDING BY SAME AND AT ONCE REPORT ANY DIFFERENCE. FOR BUILDING LINE AND OTHER RESTRICTIONS NOT SHOWN HEREON REFER TO YOUR CONTRACT, DEED, TITLE INSURANCE POLICY AND ZONING ORDINANCE. BASIS OF BEARINGS SHOWN HEREON HAVE BEEN ASSUMED.

PLAT OF CONSOLIDATION
 Prepared By
MARCHESE AND SONS, Inc.
land - marine - construction surveys
 10 Monaco Drive
 Roselle, Illinois 60172
 Phone: (630) 894-5880
 FAX: (630) 894-8865

PROPERTY DESCRIPTION

PARCEL ONE

THAT PART OF THE NORTHEAST QUARTER OF SECTION TWENTY-FOUR, TOWNSHIP FORTY NORTH, RANGE NINE, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF COUNTY FARM ROAD, ACCORDING TO THE HIGHWAY DEDICATION RECORDED AS DOCUMENT R78-93802, WITH THE CENTERLINE OF ARMY TRAIL ROAD, ACCORDING TO THE HIGHWAY DEDICATION RECORDED AS DOCUMENT 45342, THENCE WESTERLY ON THE CENTER OF SAID ARMY TRAIL ROAD, 248.62 FEET; THENCE SOUTHERLY PERPENDICULAR TO THE CENTER LINE OF SAID ARMY TRAIL ROAD; 237.62 FEET; THENCE EASTERLY PARALLEL WITH THE CENTER LINE OF SAID ARMY TRAIL ROAD, 277.45 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF SAID COUNTY FARM ROAD; THENCE NORTHERLY ON THE CENTERLINE OF SAID COUNTY FARM ROAD, 239.37 FEET TO THE POINT OF BEGINNING (EXCEPTING THEREFROM ALL THAT PART TAKEN FOR HIGHWAY PURPOSES ACCORDING TO DOCUMENTS R78-93802 AND 45342) ALL IN DUPAGE COUNTY, ILLINOIS.

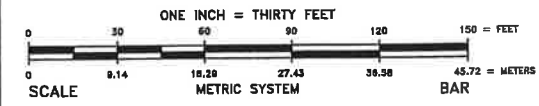
PARCEL TWO

THAT PART OF LOT FIVE OF THE COUNTY FARM CENTER RESUBDIVISION, BEING A RESUBDIVISION IN THE NORTH HALF OF SECTION TWENTY-FOUR, TOWNSHIP FORTY NORTH, RANGE NINE, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED AS DOCUMENT NO. R83-011956 AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 8 IN COUNTY FARM CENTER RESUBDIVISION, THENCE SOUTH 01 DEGREES 40 MINUTES 23 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT, 103.03 FEET; THENCE SOUTH 87 DEGREES 09 MINUTES 43 SECONDS WEST, 230.00 FEET; THENCE NORTH 00 DEGREES 14 MINUTES 20 SECONDS EAST, 134.97 FEET TO A NORTHEASTERLY CORNER OF SAID LOT FIVE; THENCE SOUTH 84 DEGREES 47 MINUTES 53 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID LOT, 227.09 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

(PARCEL 1 & PARCEL 2) CONTAINING 87121 SQUARE FEET OR 1.941 ACRES, MORE OR LESS

AREA SCHEDULE

AREA	SQUARE FEET	ACRES
PARCEL 1	40507	0.918
PARCEL 2	27113	0.623
TOTAL	67621	1.541



COUNTY FARM CENTER RESUBDIVISION
 RECORDED JANUARY 18, 1993 AS DOCUMENT NO. R83-011956

SUBMITTED BY / RETURN TO:
 VILLAGE OF CAROL STREAM
 500 North Gary Avenue
 Carol Stream, Illinois 60188
 Phone: (630) 665-7050

BUCKY'S CAROL STREAM CONSOLIDATION

of

PART OF THE NORTH HALF OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN DUPAGE COUNTY, ILLINOIS.

VILLAGE CERTIFICATE

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

APPROVED THIS _____ DAY OF _____, 20____.

VILLAGE OF CAROL STREAM, ILLINOIS

CHAIRPERSON

VILLAGE ENGINEER'S CERTIFICATE

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

I, _____, VILLAGE ENGINEER OF THE VILLAGE OF CAROL STREAM, ILLINOIS, HEREBY CERTIFY THAT THE LAND IMPROVEMENTS DESCRIBED IN THE CONSOLIDATION PLAT AND THE PLANS AND SPECIFICATIONS THEREFOR MEET THE MINIMUM REQUIREMENTS OF SAID VILLAGE AND HAVE BEEN APPROVED BY ALL PUBLIC AUTHORITIES HAVING JURISDICTION THEREIN.

I DO FURTHER CERTIFY THAT THERE HAS BEEN FILED WITH ME AND I HAVE REVIEWED TOPOGRAPHICAL AND PROFILE STUDIES FILED WITH THIS CONSOLIDATION PLAT.

DATED AT CAROL STREAM, DUPAGE COUNTY, ILLINOIS,

THIS _____ DAY OF _____, 20____.

VILLAGE ENGINEER

FINANCE DIRECTOR CERTIFICATE

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

I, _____, FINANCE DIRECTOR OF THE VILLAGE OF CAROL STREAM, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY INSTALLMENTS THEREOF THAT HAVE BEEN APPORTIONED AGAINST THE TRACT OF LAND INCLUDED IN THE PLAT.

DATED AT CAROL STREAM, ILLINOIS, THIS _____ DAY OF _____, 20____.

(FINANCE DIRECTOR TREASURER)

VILLAGE CLERK

I, HAVE HEREUNTO SET MY HAND AND SEAL OF THE VILLAGE OF CAROL STREAM, ILLINOIS THIS _____ DAY OF _____, 20____.

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

I, _____, VILLAGE CLERK OF THE VILLAGE OF CAROL STREAM, ILLINOIS, HEREBY CERTIFY THAT THE CONSOLIDATION PLAT WAS PRESENTED TO AND BY RESOLUTION DULY APPROVED BY THE BOARD OF

TRUSTEES OF THE VILLAGE AT ITS MEETING HELD ON _____, 20____, AND THAT THE REQUIRED BOND OR OTHER GUARANTEE HAS EITHER BEEN POSTED OR ADEQUATE PROVISION HAS BEEN MADE FOR SUCH BOND TO BE POSTED, FOR THE COMPLETION OF THE IMPROVEMENTS REQUIRED BY THE REGULATIONS OF THE VILLAGE.

IN WITNESS WHEREOF

(MAYOR)

(VILLAGE CLERK)

CERTIFICATE OF COUNTY HIGHWAY DEPARTMENT

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

APPROVED THIS _____ DAY OF _____, 20____.

AS TO ROADWAY ACCESS TO COUNTY HIGHWAY 11, ALSO KNOWN AS ARMY TRAIL ROAD AND TO ROADWAY ACCESS TO COUNTY HIGHWAY 43, ALSO KNOWN AS COUNTY FARM ROAD

SUPERINTENDENT OF HIGHWAYS

OWNERS CERTIFICATE

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

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS/ARE THE OWNER/OWNERS OF THE LAND DESCRIBED IN THE CONSOLIDATION PLAT, AND HAS/HAVE CAUSED THE SAME TO BE SURVEYED AND CONSOLIDATED, AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES/DO HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED. THE UNDERSIGNED HEREBY DEDICATES/DEDICATE FOR PUBLIC USE THE LAND SHOWN ON THIS PLAT FOR THOROUGHFARES, STREETS, ALLEYS, EASEMENTS, DRAINAGE AND PUBLIC SERVICES; AND HEREBY ALSO RESERVES/RESERVE AND GRANTS/GRAANT TO THE VILLAGE OF CAROL STREAM, AND TO THE UTILITY COMPANIES OPERATING NOW OR IN THE FUTURE UNDER A FRANCHISE FROM THE VILLAGE, THE UTILITY EASEMENTS WHICH ARE SHOWN ON THE PLAT OR STATED ON THEIR STANDARD FORM WHICH IS ATTACHED HERETO.

TITLE _____

ADDRESS _____

DATED THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC

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

I, _____, AS NOTARY PUBLIC IN AND FOR THE COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY

THAT _____ PERSONALLY KNOWN TO ME TO BE THE SAME PERSON/PERSONS WHOSE NAME/NAMES IS/ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNER/OWNERS, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT SHE/HE/THEY SIGNED THE CONSOLIDATION PLAT AS HER/HIS/THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSE THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTORIAL SEAL, THIS _____ DAY OF _____, A.D. 20____.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

COUNTY CLERK CERTIFICATE

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

I, _____, COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE CONSOLIDATION PLAT.

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

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK AT WHEATON, ILLINOIS

THIS _____ DAY OF _____, A.D., 20____, AT _____ O'CLOCK ____M.

(COUNTY CLERK)

SCHOOL DISTRICT CERTIFICATE

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

THIS IS TO CERTIFY _____ IS THE OWNER OF THE LAND DESCRIBED ON THE CONSOLIDATION PLAT, AND HAS DETERMINED TO THE BEST OF ITS ABILITIES THAT SAID LAND IS LOCATED WITHIN THE FOLLOWING SCHOOL DISTRICTS:

COMMUNITY CONSOLIDATED SCHOOL DISTRICT 93
GLENBARD TOWNSHIP HIGH SCHOOL DISTRICT 87

DATED THIS _____ DAY OF _____, A.D. 20____.

BY _____

ITS: _____

CERTIFICATE CONCERNING DRAINAGE

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

THE UNDERSIGNED HEREBY CERTIFY THAT, TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH CONSOLIDATION OR ANY PART THEREOF, OR THAT SUCH SURFACE WATER DRAINAGE WILL NOT BE CHANGED WITHOUT ADEQUATE PROVISION BEING MADE FOR THE COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL NOT BE DEPOSITED ON THE PROPERTY OF ADJOINING LAND OWNERS IN SUCH CONCENTRATIONS AS MAY CAUSE DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE CONSOLIDATION. THE UNDERSIGNED OWNER OR DULY AUTHORIZED AGENT FURTHER ACKNOWLEDGES THE EXISTENCE OF THE ORDINANCES OF THE VILLAGE OF CAROL STREAM AND RESTRICTS THE FUTURE USE OF THE LAND HEREIN CONSOLIDATED IN THAT NO BUILDING PERMITS SHALL BE SOUGHT BY THE UNDERSIGNED OWNER OR AGENT OR THEIR SUCCESSORS IN INTEREST OR ISSUED BY THE VILLAGE FOR CONSTRUCTION OF SUCH LAND UNTIL AND UNLESS THE CONSTRUCTION AND THE CHANGES IN THE LAND BROUGHT ABOUT BY SUCH CONSTRUCTION AND TOPOGRAPHICAL CHANGE COMPLY WITH THE ORDINANCES OF THE VILLAGE RELATING TO SURFACE WATERS, DRAINAGE, WATER RETENTION AND DETENTION, INCLUDING THOSE ORDINANCES ASSURING THE CONSTRUCTION OF SUCH IMPROVEMENTS THROUGH THE POSTING OF SECURITY.

DATED THIS _____ DAY OF _____, 20____.

REGISTERED PROFESSIONAL ENGINEER

OWNER OR ATTORNEY

RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

THIS INSTRUMENT NO. _____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DU PAGE COUNTY, ILLINOIS AFORESAID ON

THIS _____ DAY OF _____, A.D., 20____, AT _____ O'CLOCK ____M.

COUNTY RECORDER

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

THIS IS TO CERTIFY THAT I PAUL N. MARCHESE, AN ILLINOIS PROFESSIONAL LAND SURVEYOR 035-002461, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

PARCEL ONE

THAT PART OF THE NORTHEAST QUARTER OF SECTION TWENTY-FOUR, TOWNSHIP FORTY NORTH, RANGE NINE, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF COUNTY FARM ROAD, ACCORDING TO THE HIGHWAY DEDICATION RECORDED AS DOCUMENT R79-93602, WITH THE CENTERLINE OF ARMY TRAIL ROAD, ACCORDING TO THE HIGHWAY DEDICATION RECORDED AS DOCUMENT 453492, THENCE WESTERLY ON THE CENTER OF SAID ARMY TRAIL ROAD, 248.60 FEET; THENCE SOUTHERLY PERPENDICULAR TO THE CENTER LINE OF SAID ARMY TRAIL ROAD; 237.62 FEET; THENCE EASTERLY PARALLEL WITH THE CENTER LINE OF SAID ARMY TRAIL ROAD, 277.45 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF SAID COUNTY FARM ROAD; THENCE NORTHERLY ON THE CENTERLINE OF SAID COUNTY FARM ROAD, 239.37 FEET TO THE POINT OF BEGINNING (EXCEPTING THEREFROM ALL THAT PART TAKEN FOR HIGHWAY PURPOSES ACCORDING TO DOCUMENTS R79-93602 AND 453492) ALL IN DUPAGE COUNTY, ILLINOIS.

PARCEL TWO

THAT PART OF LOT FIVE OF THE COUNTY FARM CENTER RESUBDIVISION, BEING A RESUBDIVISION IN THE NORTH HALF OF SECTION TWENTY-FOUR, TOWNSHIP FORTY NORTH, RANGE NINE, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED AS DOCUMENT NO. R93-011856 AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 5 IN COUNTY FARM CENTER RESUBDIVISION, THENCE SOUTH 01 DEGREES 40 MINUTES 23 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT, 103.00 FEET; THENCE SOUTH 87 DEGREES 08 MINUTES 43 SECONDS WEST, 230.00 FEET; THENCE NORTH 00 DEGREES 14 MINUTES 20 SECONDS EAST, 135.00 FEET TO A NORTHEASTERLY CORNER OF SAID LOT FIVE; THENCE SOUTH 84 DEGREES 47 MINUTES 53 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID LOT, 227.08 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

AS SHOWN BY THE CONSOLIDATION PLAT WHICH IS A CORRECT REPRESENTATION OF SUCH SURVEY AND CONSOLIDATION. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF. I FURTHER CERTIFY THAT ALL REGULATIONS ENACTED BY THE BOARD OF TRUSTEES RELATIVE TO PLATS AND CONSOLIDATIONS HAVE BEEN COMPLIED WITH IN THE PREPARATION OF THIS PLAT.

I ALSO CERTIFY THAT THE FOREGOING PROPERTY FALLS WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF CAROL STREAM AND THAT NO PART OF THE PROPERTY COVERED BY THIS CONSOLIDATION IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY ON FLOOD INSURANCE RATE MAP, PANEL NO. 17043 C 0202 H DATED DECEMBER 12, 2004.

GIVEN UNDER MY HAND AND SEAL AT ROSELLE, ILLINOIS, THIS 14th DAY OF APRIL, 2017

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-002461

MY CURRENT LICENSE EXPIRES ON NOVEMBER 30, 2018

PAUL N. MARCHESE
10 MONACO DRIVE
ROSELLE, ILLINOIS 60172
(630) 894-5680

SHEET: 2 OF 2

SCALE: ONE INCH = THIRTY FEET

ORDER NO.: 16-16146

ORDERED BY: BUCHANAN ENERGY (N), LLC

COMPARE ALL POINT BEFORE BUILDING BY SAME AND AT ONCE REPORT ANY DIFFERENCE. FOR BUILDING LINE AND OTHER RESTRICTIONS NOT SHOWN HEREON REFER TO YOUR CONTRACT, DEED, TITLE INSURANCE POLICY AND ZONING ORDINANCE. BASIS OF BEARINGS SHOWN HEREON HAVE BEEN ASSUMED.

PIN NO.:	01 - 24 - 201 - 024 01 - 24 - 201 - 065
ADDRESS:	870 W. ARMY TRAIL ROAD 1340 COUNTY FARM ROAD CAROL STREAM, ILLINOIS 60188
TAXING DISTRICTS	Special Service Dist: Special Police Dist: Fire Protection Dist: Carol Stream Library Dist: Carol Stream Park Dist: Carol Stream Sanitary Dist: Mosquito Abt Dist: Surface Water Dist: Unit School Dist: Grade School Dist: District 93 High School Dist: District 87 Comm. College Dist: College of DuPage 502 Other Dist: Water Commission: DuPage Water Commission Airport Authority: DuPage Airport Authority

SUBMITTED BY / RETURN TO:
VILLAGE OF CAROL STREAM
500 North Gary Avenue
Carol Stream, Illinois 60188
Phone: (630) 666-7050

PLAT OF CONSOLIDATION
Prepared By
MARCHESE AND SONS, Inc.
Design Firm No. 164-002782
land - marine - construction surveys
10 Monaco Drive
Roselle, Illinois 60172
Phone : (630) 894-5680
FAX : (630) 894-8869

Village of Carol Stream
INTER-DEPARTMENTAL MEMO

TO: Mayor and Trustees

FROM: Robert Mellor, Assistant Village Manager *Rm*

DATE: April 20, 2017

RE: Village Bible Church – License Agreement Kuhn/Birchbark Detention Basin Soccer Camp

Attached is a request from Village Bible Church to use the Kuhn/Birchbark detention basin for a 5-day soccer camp in July. **This agreement is similar to the one approved by the Village Board in 2015.** Participants are 1st - 6th grade students and the Church anticipates there will be approximately 35-40 participants for this summer's camp. The camp is branded as High Power Soccer sponsored by Awana Clubs International. Church volunteers run the camp. Participants bring their own soccer balls and they use large cones for goals and exercise drills. Children are dropped off at the church on Kuhn Road and walk to the field with their coaches. They participate in soccer activities and then walk back to the church. Activities continue at the church in a traditional Vacation Bible School format.

Village Bible Church is requesting a license agreement to use the subject property for soccer camp between the hours of 6:15 p.m. – 8:30 p.m. from on Monday July 17, 2017 – Friday July 21, 2017. The Panther's Soccer Club, which previously held a license agreement, no longer uses this field. The attached license agreement requires Village Bible Church to hold the Village harmless and name the Village as additional insured on their insurance policy.

Attached for the Village Board's consideration is a license agreement between the Village and Village Bible Church to use the Kuhn/Birchbark detention basin for soccer camp from 6:15 p.m. – 8:30 p.m. from July 17, 2017 – July 21, 2017. This license agreement is similar to agreements we have used in the past for these types of activities (Panther's Soccer and Carol Stream Youth Cheerleading Associations).

I am available should you have any questions.

Cc: Joseph E. Breinig, Village Manager
Phil Modaff, Director of Public Works

**LICENSE AGREEMENT BETWEEN
THE VILLAGE OF CAROL STREAM
AND
VILLAGE BIBLE CHURCH
PERMITTING THE CHURCH TO UTILIZE
VILLAGE-OWNED LAND FOR SOCCER CAMP**

WHEREAS, the Village owns property generally located at the northwest corner of Birchbark Trail and Kuhn Road, commonly known as Birchbark Detention Basin (hereinafter referred to as the "Subject Property"); and

WHEREAS, Village Bible Church seeks to use Subject Property for recreational purposes for a limited period of time for a 5-day soccer camp and has determined it would be convenient to use Subject Property due to its close proximity to their Village Bible Church facility on Kuhn Road; and,

WHEREAS, the Village is willing to permit Village Bible Church, through this license agreement, to utilize the Subject Property for the purpose of hosting a summer soccer camp subject to the terms and conditions of this agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN, the Village of Carol Stream ("Village") and Village Bible Church, do agree, as follows:

1. Subject to the terms and conditions contained within this license agreement, Village Bible Church may utilize the Subject Property for soccer camp as follows:

Soccer Camp: 1 week from July 17 thru July 21, 2017
Monday thru Friday, 6:15 p.m.-8:30 p.m.

2. Village Bible Church shall hold harmless, defend and indemnify the Village, its officers, employees and independent contractors, against any claims, demands, suites or judgments entered against the previously mentioned parties arising out of or associated in any way with activities pursuant to this license agreement. Village Bible Church shall not be responsible for any activity, which is not related in any way to programs, sponsored by or permitted to take place on the Subject Properties. Village Bible Church shall maintain a general liability insurance policy of the type and limits as contained in the attached. In addition, Village Bible Church, pursuant to this agreement, shall name the Village and the other parties listed above as additional insured under any

general liability insurance policy to which it is a party. The obligation to hold harmless, defend and indemnify is also intended by the parties to constitute a contract sufficient to cause the implementation of any contractual liability provision contained with any insurance contract.

3. The use of the properties by Village Bible Church shall take place only between the hours and dates specified in Section 1 above.
4. Village Bible Church shall cause all litter and trash to be removed after each practice.
5. There will be no vehicle drop-off or pick-up of soccer camp participants at Subject Property
6. The license agreement fee shall be \$1.00 payable upon execution of this agreement.
7. At the end of the period set forth in this license agreement, Village Bible Church will return the Subject Property to the Village in the same condition in which it received it, normal wear and tear excepted. In the event the use should cause a deterioration in the quality or quantity of the grass which currently covers the Subject Property, the Village, at its reasonable discretion, may require Village Bible Church to re-seed and maintain those damaged portions of the Subject Property until a mature growth of grass occurs or undertake that work and bill Village Bible Church for its actual personnel, material and equipment costs.
8. This agreement shall expire at the end of soccer camp on July 21, 2017. Either party may cancel this license agreement upon prior written notice, but said cancellation shall not affect the obligation of Village Bible Church to hold harmless, defend and indemnify for any events, which took place during the term of the agreement.

DATED THIS 1st DAY OF MAY, 2017.

VILLAGE OF CAROL STREAM

Frank Saverino, Sr., Mayor

VILLAGE BIBLE CHURCH



Ray Gurunian, Pastor, Village Bible Church

Bob Mellor

Subject: FW: High Power Soccer Camp Field Reservation

-----Original Message-----

From: Johanna Halley [mailto:]

Sent: Monday, March 27, 2017 4:24 PM

To: Bob Mellor <bmellor@carolstream.org>

Subject: High Power Soccer Camp Field Reservation


Hi Bob,

I contacted you last year on the behalf of Village Bible Church about reserving the retention pond at the corner of Birchbark and Kuhn Road for our summer soccer camp. Last year we were not able to follow through with running the camp, but this year we are moving forward with plans! We are hoping to run the camp the week of July 17-21 from 6:15-8:30. Is the field available to reserve?

Thank you,

Johanna Halley

Village of Carol Stream
Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager
FROM: Rose Armstrong 
DATE: April 20, 2017
RE: **Raffle License Request-Longfellow Elementary School PTA**

The Longfellow Elementary School PTA has submitted a raffle license application to hold a fundraising event at the American Legion Hall #76 on Saturday, May 13, 2017. Ticket prices will be \$5.00 per ticket. The proceeds from this raffle will benefit the Longfellow Elementary School PTA.

Applicant is requesting a waiver of the application fee and the Manager's Fidelity Bond as indicated in the attached letter. The raffle license application and required documentation is on file in the Village Clerk's office for your review.

Please place this item on the agenda for review and approval by the Village Board of Trustees at their upcoming Monday, May 1, 2017 board meeting.

Thank you.

Attachment



Longfellow Elementary School PTA 311 W. Seminary Ave, Wheaton, IL-60187

April 10, 2017

To whom it may concern,

We are hereby requesting a waiver of any fee or bond required in connection with our application for a raffle license. We are a non-profit, educational organization.

Our raffle event, Longfellow's Spring Fling, is scheduled for Saturday May 13, 2017 at American Legion Hall #76 (570 S Gary Ave, Carol Stream, IL). It's our PTA's biggest fundraiser of the year with proceeds helping to provide curriculum enhanced opportunities and funding to each of our grade levels and special areas, so kids can reap the benefits of new technologies. The event includes both a raffle and silent auction – with raffle tickets being sold at the event itself for a chance to win one of approximately 10 raffle prize baskets.

Thank you,

Tammy Hirsch

Longfellow Elementary PTA President

Katie Kozlowski

Longfellow Elementary PTA Secretary

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on May 1, 2017**

AGENDA ITEM
L-1 5-1-17

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
AHEAD OF OUR TIME PUBLISHING					
SUBSCRIPT JUNE 2017- MAY 2018	500.00	01590000-52234	DUES & SUBSCRIPTIONS	8916	
	<u>500.00</u>				
AJD CONCRETE CONSTRUCTION CORP					
SNOW GBN CONTR 3/14/17	1,137.50	01670200-52266	SNOW REMOVAL	2017-04	
	<u>1,137.50</u>				
B & B CONCRETE LIFTING INC					
MUD JACKING SERVICES	9,970.00	01670500-52272	PROPERTY MAINTENANCE	109	
	<u>9,970.00</u>				
B & F CONSTRUCTION CODE SERVICES, INC					
PLAN REV -610 E NORTH AVE	2,903.96	01643700-52253	CONSULTANT	46453	
PLUMBING INSPECTIONS MARCH/2017	1,336.80	01643700-52253	CONSULTANT	46361	
SPRINKLERS -610 E NORTH AVE	601.34	01643700-52253	CONSULTANT	46452	
	<u>4,842.10</u>				
BEDROCK EARTHSCAPES LLC					
TWN CTR WETLAND/POND MTC	505.00	01620600-52272	PROPERTY MAINTENANCE	534	
TWN CTR WETLAND/POND MTC	7,200.00	01620600-52272	PROPERTY MAINTENANCE	533	
	<u>7,705.00</u>				
BOLLINGER LACH & ASSOCIATES					
KEHOE STRM BANK STABILIZATION PROJ	7,135.00	11740000-55488	STORMWATER UTILITIES	18364	
KEHOE STRM BANK STABILIZATION PROJ	14,196.00	11740000-55488	STORMWATER UTILITIES	18340	
	<u>21,331.00</u>				
CH2MHILL OMI					
WRC MONTHLY OPER/MTC SRVS-MAY/17	140,538.19	04101100-52262	WRC CONTRACT	65226	
	<u>140,538.19</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on May 1, 2017**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
CLARKE ENVIROMENTAL MOSQUITO MGMNT					
MOSQUITO SRV'S - JUNE 2017	8,325.00	01670100-52269	MOSQUITO ABATEMENT	6360936	
	<u>8,325.00</u>				
COMCAST CABLE					
BILLING ACTIVITY THRU 4/14/17	3,402.70	01652800-52234	DUES & SUBSCRIPTIONS	52408620	
	<u>3,402.70</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on May 1, 2017**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
COMED					
1 N END THORNHILL	74.83	01670300-53213	STREET LIGHT ELECTRICITY	6337409002 4/18/17	
100 DELLA CT	18.53	01670300-53213	STREET LIGHT ELECTRICITY	1083101009 4/11/17	
1015 LIES RD	61.73	04201600-53210	ELECTRICITY	2514004009 04/18/17	
1025 LIES RD -CONTROLLER	255.53	01670300-53213	STREET LIGHT ELECTRICITY	6213120002 4/18/17	
106 GOLDENHILL -AERATOR	31.37	01670600-53210	ELECTRICITY	2127117053 4/24/17	
1128 EVERGREEN TR	90.01	04101500-53210	ELECTRICITY	0291093117 4/20/17	
1345 GEORGETOWN CONTROLLER	22.66	01670300-53213	STREET LIGHT ELECTRICITY	1603109101 4/21/17	
1348 CHARGER CT	564.63	04101500-53210	ELECTRICITY	2496057000 4/18/17	
1350 TALL OAKS DR, STN	53.24	04101500-53210	ELECTRICITY	2073133107 4/19/17	
1415 MAPLE RIDGE	31.37	01670600-53210	ELECTRICITY	5838596003 4/20/17	
192 YUMA LN	75.69	01670300-53213	STREET LIGHT ELECTRICITY	0501137042 4/19/17	
301 ANTELOPE TR	69.90	01670300-53213	STREET LIGHT ELECTRICITY	0801065136 4/20/17	
333 FULLERTON WELL#3	1,064.34	04201600-53210	ELECTRICITY	0300009027 4/19/17	
391 FLINT TR	57.46	01670300-53213	STREET LIGHT ELECTRICITY	2207156029 4/19/17	
391 ILLINI DR	161.33	01670600-53210	ELECTRICITY	4430145023 4/19/17	
401 TOMAHAWK CT	110.04	01670300-53213	STREET LIGHT ELECTRICITY	0723076266 4/19/17	
403 SIOUX -STREET LIGHTS	20.53	01670300-53213	STREET LIGHT ELECTRICITY	1353117013 4/20/17	
451 N SILVERLEAF -LIGHTS	42.66	01670300-53213	STREET LIGHT ELECTRICITY	0030086009 4/19/17	
491 CHEYENNE	20.27	01670300-53213	STREET LIGHT ELECTRICITY	6597112015 4/20/17	
500 N GARY AVE- CONTROLLER	98.85	01670300-53213	STREET LIGHT ELECTRICITY	6675448009 4/19/17	
506 CHEROKEE	47.44	01670300-53213	STREET LIGHT ELECTRICITY	3153036011 4/19/17	
512 CANYON TR	19.71	01670300-53213	STREET LIGHT ELECTRICITY	1043062112 4/20/17	
594 NEZ PERCE CT	64.00	01670300-53213	STREET LIGHT ELECTRICITY	0975048036 4/20/17	
633 THUNDERBIRD TR	221.33	01670300-53213	STREET LIGHT ELECTRICITY	0455095075 4/19/17	
796 PAWNEE DR	51.10	01670300-53213	STREET LIGHT ELECTRICITY	2264121040 4/19/17	
850 LONGMEADOW	21.18	01670600-53210	ELECTRICITY	1865134015 4/19/17	
879 DORCHESTER DR-AERATOR	21.18	01670600-53210	ELECTRICITY	0803155026 4/19/17	
880 PAPOOSE CT	112.33	01670300-53213	STREET LIGHT ELECTRICITY	0822115042 4/19/17	
990 DEARBORN CIR	63.35	01670300-53213	STREET LIGHT ELECTRICITY	3480136046 4/19/17	
KUHN RD RED LIGHT CAMR	38.89	01662300-52298	ATLE SERVICE FEE	4202129060 04/19/17	

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on May 1, 2017**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
MASTER ACCOUNT	1,485.69	01670300-53213	STREET LIGHT ELECTRICITY	5853045025 4/21/17	
	5,071.17				
COMPASS MINERALS AMERICA INC					
ROAD SALT	28,913.15	01670200-53335	SALT	71626910	
	28,913.15				
CONSTELLATION NEW ENERGY					
200 TUBEWAY LIFT STN	515.02	04101500-53210	ELECTRICITY	00389374460001	
	515.02				
DAVID G BAKER					
VETERANS SPOTLIGHT PROD SRV'S 4/17/17	165.00	01590000-52253	CONSULTANT	041817	
	165.00				
DU COMM					
DISPATCH SRV'S -QTR END 7/31/17	180,478.50	01662700-52245	GENERAL COMMUNICATIONS	15980	
	180,478.50				
DUPAGE COUNTY					
CJIS ACCESS -QTR END 3/31/17	750.00	01662600-52247	DATA PROCESSING	IA 283	
	750.00				
DUPAGE WATER COMMISSION					
WATER PURCH - MARCH	475,766.40	04201600-52283	DUPAGE CTY WATER COMMISSION	11701	
	475,766.40				
ECN INTERMEDIATE HOLDING COMPANY INC					
CODE RED 05/01/17-04/30/18	9,500.00	01660100-52234	DUES & SUBSCRIPTIONS	ECH-026472	
	9,500.00				
ETSCHIED, DUTTLINGER & ASSOCIATES, INC					
ENGR SRVS CL2 IN WELLS	2,376.00	04201600-54412	OTHER EQUIPMENT	16422	
	2,376.00				

**Village of Carol Stream
Schedule of Bills
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FEDEX					
DELV OF CONTR DOCS-WTR TANK PROJ	7.50	04201600-52244	MAINTENANCE & REPAIR	5-760-34328	
	<u>7.50</u>				
FULTON TECHNOLOGIES					
SIREN MONITORING FEE 4/1/17-3/31/18	381.92	01660100-52244	MAINTENANCE & REPAIR	3114	
SIREN REPAIR	663.68	01660100-52244	MAINTENANCE & REPAIR	3112	
	<u>1,045.60</u>				
GOVTEMPSUSA LLC					
OFFICE MGR W/E'S 4/2 & 4/9	2,923.20	01590000-52253	CONSULTANT	2228376	
	<u>2,923.20</u>				
GREGORY WALKER					
CLOTH ALLOW - G WALKER	390.99	01664700-53324	UNIFORMS	REIMBURSEMENT	
	<u>390.99</u>				
I R M A					
MARCH DEDUCTIBLE	6,308.27	01590000-52215	INSURANCE DEDUCTIBLES	16020	
MARCH OPTIONAL DEDUCTIBLE	1,289.62	01590000-52215	INSURANCE DEDUCTIBLES	16068	
	<u>7,597.89</u>				
ILLINOIS CONVEYOR SERVICE INC					
CONVEYOR RNTL FOR ROAD SALT STACKING IN D	2,912.50	01670200-52264	EQUIPMENT RENTAL	14380	
	<u>2,912.50</u>				
INFRASTRUCTURE MANAGEMENT SERVICES					
PAVEMENT EVALUATIONS	1,380.00	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	14016-6	
	<u>1,380.00</u>				
ITRON INC					
ITRON MTC - QTR END 7/31/17	628.52	04103100-52221	UTILITY BILL PROCESSING	446200	
ITRON MTC - QTR END 7/31/17	628.52	04203100-52221	UTILITY BILL PROCESSING	446200	
	<u>1,257.04</u>				

**Village of Carol Stream
Schedule of Bills
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JULIE INC					
JULIE LOCATES	411.90	04101500-52272	PROPERTY MAINTENANCE	2017-0371 03/31/17	
JULIE LOCATES	411.91	01670600-52272	PROPERTY MAINTENANCE	2017-0371 03/31/17	
JULIE LOCATES	411.91	01670300-52272	PROPERTY MAINTENANCE	2017-0371 03/31/17	
JULIE LOCATES	411.91	04201600-52272	PROPERTY MAINTENANCE	2017-0371 03/31/17	
	<u>1,647.63</u>				
JOHN L FIOTI					
LOCAL PROSECUTION- APRIL	250.00	01570000-52238	LEGAL FEES	C S 101	
LOCAL PROSECUTION- APRIL	250.00	01662300-52310	ATLE LEGAL ADJUDICATION	C S 101	
	<u>500.00</u>				
JSN CONTRACTORS SUPPLY					
MARKING PAINT	91.80	04201600-53317	OPERATING SUPPLIES	80700	
SQUEEGEE BLADES	72.00	04201600-53317	OPERATING SUPPLIES	80699	
WHITE/YELLOW STRIPING PAINT	97.20	01670300-53317	OPERATING SUPPLIES	80708	
	<u>261.00</u>				
LH BLOCK ELECTRIC COMPANY INC					
ELECTRICAL WRK VLG HALL LED SIGN	165.50	01680000-52244	MAINTENANCE & REPAIR	9562	
	<u>165.50</u>				
MTI CONSTRUCTION SERVICES, LLC					
TEMPORARY VLG HL/PD SERVICES	22,446.69	01-21342	RETAINAGE MTI CONSTRUCTION	17-013	
TEMPORARY VLG HL/PD SERVICES	160,636.61	01680000-55487	FACILITY CAPITAL IMPROVEMENT	17-013	
VLG HALL/POLICE ADDITION & REMODEL SRVS	27,245.09	11740000-55490	VILLAGE HALL RENOVATION	17-012	
	<u>210,328.39</u>				
MULTISYSTEM MANAGEMENT COMPANY					
INITIAL CLEAING- 505 NORTH AVE	2,800.00	01680000-55487	FACILITY CAPITAL IMPROVEMENT	1769	
	<u>2,800.00</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on May 1, 2017**

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MUNICIPAL GIS PARTNERS INC					
MGP SERV'S MARCH	11,668.33	01652800-52257	GIS SYSTEM	3540	
	<u>11,668.33</u>				
NAPA AUTO CENTER					
PARTS	52.94	01696200-53316	TOOLS	11007487 03/31/17	
PARTS	83.34	01696200-53317	OPERATING SUPPLIES	11007487 03/31/17	
PARTS	119.99	01696200-53350	SMALL EQUIPMENT EXPENSE	11007487 03/31/17	
PARTS	3,017.14	01696200-53354	PARTS PURCHASED	11007487 03/31/17	
	<u>3,273.41</u>				
NICOR					
124 GERZEVSKE WELL #4	153.82	04201600-53230	NATURAL GAS	13811210007 4/10/17	
CHARGER CT	92.82	04101500-53230	NATURAL GAS	86606011178 4/10/17	
	<u>246.64</u>				
NORTHWEST POLICE ACADEMY					
SEMINAR - DEGNAN, JUNGERS, ZOCHERT	75.00	01660100-52223	TRAINING	4/6/2017	
	<u>75.00</u>				
PETTY CASH					
PETTY CASH REIMBURSEMENTS-APRIL	466.36	01-10307	PETTY CASH	REIMB THRU APRIL	
	<u>466.36</u>				
REFUNDS MISC					
ADM/PUBLIC SAFETY FEE REFUND	475.00	01000000-45321	TOWING FEE	CS17002995	
ADM/PUBLIC SAFETY FEE REFUND	500.00	01000000-45321	TOWING FEE	CS17008402	
ADMIN/PUBLIC SAFETY FEE REFUND	500.00	01000000-45321	TOWING FEE	CS17007849	
PD TICKET ONLINE TWICE -REFUND	20.00	01000000-45402	ORDINANCE FORFEITS	TICKET 235831	
	<u>1,495.00</u>				

**Village of Carol Stream
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REFUNDS PRESERVATION BONDS					
DRIVEWAY BOND REFUND	300.00	01-24302	ESCROW - GRADING	197 MOHAWK	
DRIVEWAY BOND REFUND	300.00	01-24302	ESCROW - GRADING	848 PAPOOSE	
DRIVEWAY EXTN BOND REFUND	300.00	01-24302	ESCROW - GRADING	483 TRINITY	
DRIVEWAY, WALK & PATIO BOND REFUND	300.00	01-24302	ESCROW - GRADING	619 CHESTNUT DR	
PAVER PATIO BOND REFUND	200.00	01-24302	ESCROW - GRADING	401 TOMAHAWK CT	
	<u>1,400.00</u>				
REFUNDS TAX STAMPS					
TAX STAMP #28440 REFUND	390.00	01000000-41208	REAL ESTATE TRANSFER TAX	728 N GARY UNIT 112	
TAX STAMP #28474 REFUND	771.00	01000000-41208	REAL ESTATE TRANSFER TAX	402 COCHISE CT	
	<u>1,161.00</u>				
REFUNDS W&S FINALS					
W&S REFUND 1295 WOODLAKE DR	16.56	04-12110	ACCOUNT RECEIV WATER & SEWER	14864	
W&S REFUND 1329 WOODLAKE DR	20.91	04-12110	ACCOUNT RECEIV WATER & SEWER	14855	
W&S REFUND 460 RANDY RD	28.55	04-12110	ACCOUNT RECEIV WATER & SEWER	20738	
W&S REFUND 776 HOOVER DR	182.76	04-12110	ACCOUNT RECEIV WATER & SEWER	12480	
W&S REFUND 781 DAYBREAK LN	21.49	04-12110	ACCOUNT RECEIV WATER & SEWER	12464	
	<u>270.27</u>				
SAFE STEP LLC					
SIDEWALK SAW CUTTING	6,538.73	01670500-52272	PROPERTY MAINTENANCE	2677	
	<u>6,538.73</u>				
SCORPIO CONSTRUCTION CORP.					
FIRE HYDRANT RPLMNT AT 205 KEHOE	6,580.00	04201600-52244	MAINTENANCE & REPAIR	629-17	
	<u>6,580.00</u>				
SK ELECTRONICS					
CABLE RUN FOR PEG AT FH	454.00	01680000-55487	FACILITY CAPITAL IMPROVEMENT	17025	
	<u>454.00</u>				

**Village of Carol Stream
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STANDARD EQUIPMENT COMPANY					
RPLMNT SEWER NOZZLES FOR SEWER PIES	4,610.64	04101500-53350	SMALL EQUIPMENT EXPENSE	C20937	
	<u>4,610.64</u>				
THEODORE POLYGRAPH SERVICE					
POLICE ASSESSMENT- 2 CANDIDATES	300.00	01510000-52228	PERSONNEL HIRING	5637	
	<u>300.00</u>				
THIRD MILLENIUUM ASSOCIATES INCORPORATED					
2017 VS SOFTWARE FEE 4/26/17 - 4/25/18	995.00	01612900-52255	SOFTWARE MAINTENANCE	20610	
VS ONLINE PYMNT 5/1/17- 4/30/18	495.00	01612900-52255	SOFTWARE MAINTENANCE	21617	
VS ONLINE SRVR FEE MAY THRU JULY 2017	450.00	01612900-52255	SOFTWARE MAINTENANCE	20618	
	<u>1,940.00</u>				
TOWN SQUARE PUBLICATIONS					
BANNER AD	1,095.00	01520000-52240	PUBLIC NOTICES/INFORMATION	013013CARILCD17	
	<u>1,095.00</u>				
TRANSYSTEMS CORPORATION					
PHASE I -SW BIKE PATH SRV 03/11 -04/14	44,708.39	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	04-3133002	
PHASE III CONST SRV LIES RD LAFO	3,745.48	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	06-3132708	
	<u>48,453.87</u>				
TRESSLER LLP					
ORGANIC SOILS DEPOSITION THRU MAR/17	569.00	04100100-52238	LEGAL FEES	4/17/2017	
	<u>569.00</u>				
WESTERN REMAC INC					
TEMPORARY CS VLG HL & PD SIGNAGE	4,435.00	01680000-55487	FACILITY CAPITAL IMPROVEMENT	52309	
	<u>4,435.00</u>				
WILLIAMS ASSOCIATES ARCHITECTS, LTD					
PROF SERV'S FOR MARCH 2017	27,485.47	11740000-55490	VILLAGE HALL RENOVATION	0017680	
	<u>27,485.47</u>				

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GRAND TOTAL	<u><u>\$1,257,021.69</u></u>				

The preceding list of bills payable totaling \$1,257,021.69 was reviewed and approved for payment.

Approved by:



Joseph Breinig – Village Manager

Date: 4/27/17

Authorized by:

Frank Saverino Sr – Mayor

Laura Czarnecki- Village Clerk

ADDENDUM WARRANTS
April 18, 2017 thru May 1, 2017

Fund	Check #	Vendor	Description	Amount
General	A C H	Wheaton Bank & Trust	Payroll April 10, 2017 thru April 23, 2017	514,994.56
Water & Sewer	A C H	Wheaton Bank & Trust	Payroll April 10, 2017 thru April 23, 2017	42,327.94
				<u><u>557,322.50</u></u>

Approved this _____ day of _____, 2017

By: _____
 Frank Saverino Sr - Mayor

 Laura Czarnecki - Village Clerk