

Village of Carol Stream

BOARD MEETING AGENDA SEPTEMBER 5, 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 August 21, 2017 Village Board Meeting.

C. LISTENING POST:

1. Presentation of 2017 Summer Concert Raffle Proceeds to Local Charities.
2. Introduction of New Public Works Employee.
3. Resolution No. 2967 Recognizing the Windsor Park Retirement Community on its 30th Anniversary.
4. Proclaiming September National Preparedness Month.
5. Addresses from Audience (3 Minutes).

D. PUBLIC HEARINGS:

1. Public Hearing for an Annexation Agreement for the property at 26W220 North Avenue (proposed to be annexed as part of the larger project site for The Missner Group's proposed warehouse development at the northeast corner of North Avenue and Kuhn Road). *On August 21, 2017, the Village Board continued the Public Hearing to September 5, 2017. Petitioner has requested that this matter be continued to the September 18, 2017 Village Board meeting.*

E. SELECTION OF CONSENT AGENDA:

If you are here for an item, which is added to the consent agenda and approved, the Village Board has acted favorably on your request.

F. BOARD AND COMMISSION REPORTS:

1. Plan Commission/Zoning Board of Appeals

Village of Carol Stream

BOARD MEETING AGENDA SEPTEMBER 5, 2017 7:30 P.M.

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

- a. #17-0030-Panattoni Development Company – 245 Kehoe Blvd.
*A Special Use Permit for Outdoor Activities and Operations-Trailer
Parking and Storage*

RECOMMENDED APPROVAL WITH CONDITIONS 7-0

- b. #17-0031-Chicago Sign and Light – 544-552 N. Gary Ave.
(Greenway Shoppes)
Sign Code Variation – Sign Height

RECOMMENDED APPROVAL WITH CONDITIONS 7-0

Gary Avenue Corridor Review

APPROVED 7-0

G. OLD BUSINESS:

H. STAFF REPORTS AND RECOMMENDATIONS:

1. 2017 Crackfilling Contract. *Staff recommends award of the 2017 Crackfilling Contract to SKC Construction, Inc. at the bid unit prices submitted.*
2. Water Storage Repairs and Painting Contract – Change Order #1. *Staff recommends a motion authorizing the Village Manager to approve Change Order #1 to the Water Storage Repairs and Painting contract in the amount of \$3,910.00.*
3. Rebuild of WRC Clarifier Drive Assemblies. *Staff recommends awarding a contract for Rebuild of two (2) WRC Clarifier Drive Assemblies to DPS Equipment Services, Inc., in the amount of \$39,900.00, pursuant to the provisions of Section 5-8-3(B) and subsection 5-8-14(D) of the Carol Stream Code of Ordinances.*
4. Settlement Agreement between the Village of Carol Stream, Baxter & Woodman, Inc., and Atlas Copco Compressors LLC for Replacement of a WRC Turbo-blower. *Staff recommends approval of a Settlement Agreement between the Village of Carol Stream, Baxter & Woodman, Inc., and Atlas Copco Compressors LLC for the replacement of a WRC Turbo-blower.*

Village of Carol Stream

BOARD MEETING

AGENDA

SEPTEMBER 5, 2017

7:30 P.M.

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

5. Waiver of the requirement that the Construction Manager bid the roof contract for the Gregory J. Bielawski Municipal Center Renovation Project. *MTI is requesting authorization to waive formal bidding of the roofing contract for the Municipal Center Renovation Project and negotiate a contract for a complete, new roof with an alternate for a new roof over the new portion of the building and patching of the existing roof.*
6. Proposal for November 4, 2017 Joint Recycling Event. *Request for direction on hosting an Electronics Recycling Event and charging for the disposal of televisions and monitors.*

I. ORDINANCES:

1. Ordinance No. 2017-09-___ Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Decreasing the Number of Class C Liquor Licenses from 18 to 17 (Somras Corp. d/b/a Armanetti Fine Wine & Spirits, 521 Schmale Road) and Increasing the Number of Class C Liquor Licenses from 17 to 18 (P&M Liquors, Inc. d/b/a Armanetti's, 521 Schmale Road). *Said Ordinance reflects the continued possession of the Liquor License by the current owner, P&M Liquors, Inc. d/b/a Armanetti's due to the withdrawal of prospective buyer Somras Corp. d/b/a Armanetti Fine Wine & Spirits.*
2. Ordinance No. 2017-09-___ Approving a Special Use Permit to allow for Outdoor Activities and Operations in the Form of Trailer Parking and Storage in the I Industrial District (Panattoni Development Company, 245 E. Kehoe Boulevard). *See F-1-a.*

J. RESOLUTIONS:

1. Resolution No. ____, A Resolution of Objection to a Request for Approval of a Conditional Use for a Warehouse Distribution Facility and Variations to reduce the North and South Parking and Circulation Yards and the East Site Circulation Yard for the Property located at 27W460 St. Charles Road (DuPage County Zoning Board of Appeals Zoning Petition Z17-030, Conor Commercial Real Estate LLC). *A Resolution confirming the Village's objection to the proposed unincorporated development on the southwest corner of Morton Road and North Avenue.*

Village of Carol Stream

**BOARD MEETING
AGENDA
SEPTEMBER 5, 2017
7:30 P.M.**

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

K. NEW BUSINESS:

1. Raffle License Application - Glen Ellyn-Wheaton Chorale. *The Glen Ellyn-Wheaton Chorale requests approval of a Raffle License and waiver of the fee and Manager's Fidelity Bond for their Bingo Serenade to be held at the American Legion Post 76 on September 30, 2017.*

L. PAYMENT OF BILLS:

1. Regular Bills: August 22, 2017 through September 5, 2017.
2. Addendum Warrants: August 22, 2017 through September 5, 2017.

M. REPORT OF OFFICERS:

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

N. EXECUTIVE SESSION:

O. ADJOURNMENT:

LAST ORDINANCE	2017-08-52	LAST RESOLUTION	2966
NEXT ORDINANCE	2017-09-53	NEXT RESOLUTION	2967

**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**

August 21, 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, Greg Schwarze and Matt McCarthy

Absent:

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

*All persons physically present at meeting unless noted otherwise

MINUTES:

Trustee McCarthy moved and Trustee Frusolone made the second to approve the Minutes of the August 7, 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: 1 Trustee Schwarze

Absent: 0

The motion passed.

LISTENING POST:

1. Veteran's Spotlight: Dan Faczek: *Trustee Gieser introduced Dan Faczek who is a retired Army Veteran of 29 years. He enlisted in the National Guard and achieved the rank of Master Sergeant. He was deployed 4 times in active duty zones, including Iraq, Boznia, Herzegovina and the Gulf War. Mr. Faczek received 25 medals and ribbons. He is currently involved in Boy Scouts, VFW and the Knights of Columbus.*

2. Addresses from Audience (3 Minutes).

Frank Cerwin, 357 Shelburne Drive. Thank you to the Village of Carol Stream for providing Missner development updates on the Village's website. He questioned how many docks will be there and spoke about traffic and safety concerns. He feels restriction on "No Truck Traffic on Kuhn Road except for local deliveries" is not being enforced.

Dan Nelson, 463 Danbury Drive. Frank Cerwin covered his topics.

Wayne Headtke, 658 Thunderbird Trail. Why are we rezoning this property and not requiring developer to build in the Industrial Park? He is worried of becoming a community of warehouses and is concerned of the safety of the Fire Department navigating around trucks.

Nancy Goldstein, 401 Thunderbird Trail. Concerned about developments and its impact on the community.

Dee Spink, 168 Surrey Drive. Suggested the property be rezoned for housing to satisfy the need for available housing.

PUBLIC HEARINGS:

1. Public Hearing for an Annexation Agreement for the property at 26W220 North Avenue (proposed to be annexed as part of the larger project site for The Missner Group's proposed warehouse development at the northeast corner of North Avenue and Kuhn Road).

Trustee Gieser moved and Trustee Schwarze made the second to continue the public hearing to September 5, 2017 for an Annexation Agreement for the property at 26W220 North Avenue (proposed to be annexed as part of the larger project site for The Missner Group's proposed warehouse development at the northeast corner of North Avenue and Kuhn Road). The results of the roll call vote were as follows:

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

Nays: 0

Absent: 0

The motion passed.

CONSENT AGENDA:

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

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

Nays: 0

Absent: 0

The motion passed.

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

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

Nays: 0

Absent: 0

The motion passed.

- 1.** #17-0022-Recchia Residence – 560 Creekwood Court.
- 2.** 2017 Flexible Pavement Project – Request to Extend Completion Date.
- 3.** Aztec Sanitary Sewer Lining Project-Acceptance and Approval of Final Payment and Change Order.
- 4.** Purchase of Mobile Lift Columns.
- 5.** Ordinance No. 2017-08-50 amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by increasing the number of Class A Liquor Licenses from 10 to 11 (Charhouse LLC d/b/a John and Tony's 27W371 North Ave., West Chicago).
- 6.** Ordinance No. 2017-08-51 amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by increasing the number of Class J Liquor Licenses from 0 to 1 (Charhouse, LLC d/b/a John and Tony's Wine Club, 27W371 North Ave., West Chicago).
- 7.** Ordinance No. 2017-08-52 amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by increasing the number of Class A Liquor Licenses from 11 to 12 (Anver Adil, Inc. d/b/a Rosati's of Carol Stream, 877 E. Geneva Road).

8. Resolution No. 2963 for Maintenance of Streets and Highways by Municipality under the Illinois Highway Code- 2017 Crackfill Project.
9. Resolution No. 2964 accepting a Grant of a Water Main Easement (Atrium Center LLC, 380 S. Schmale Road).
10. Resolution No. 2965 authorizing Village Staff to submit review comments on the preliminary Digital Flood Insurance Rate Map and Flood Insurance Study to the Illinois State Water Survey.
11. Resolution No. 2966 declaring Surplus Property owned by the Village of Carol Stream.
12. Raffle License Application-Carol Stream Parks Foundation.
13. Payment of Regular and Addendum Warrant of Bills from August 8, 2017 through August 21, 2017.
14. Treasurer's Report-Revenue/Expenditure Statements and Balance Sheet for the month ended July 31, 2017.

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

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

Nays: 0

Absent: 0

The motion passed.

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

#17-0022=Recchia Residence – 560 Creekwood Court:

Zoning Code Variation for Lot Coverage to allow a Patio

Recommended Denial 5-2

Tabled from August 7, 2017 Village Board meeting

The Village Board removed from table. No further action taken.

2017 Flexible Pavement Project – Request to Extend Completion Date:

The Village Board approved Change Order #1 extending the completion date from September 2, 2017 to October 12, 2017 for the 2017 Flexible Pavement Project.

Aztec Sanitary Sewer Lining Project-Acceptance and Approval of Final Payment and Change Order:

The Village Board approved Change Order #1 for the Aztec Sanitary Sewer Lining Project, final payment in the amount of \$34,339.10 to Hoerr Construction, Inc. and accepted the project.

Purchase of Mobile Lift Columns:

The Village Board approved the purchase of four mobile lift columns from Stertil-Koni USA under NJPA Contract #061015-SKI in the amount of \$37,875.00 pursuant to the provisions of Section 5-8-3(B) and subsection 5-8-14(L) of the Carol Stream Code of Ordinances.

Ordinance No. 2017-08-50 amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by increasing the number of Class A Liquor Licenses from 10 to 11 (Charhouse LLC d/b/a John and Tony's, 27W371 North Ave., West Chicago):

The Village Board approved a Class A Liquor License to Charhouse LLC d/b/a John and Tony's, 27W371 North Avenue upon annexation.

Ordinance No. 2017-08-51 amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by increasing the number of Class J Liquor Licenses from 0 to 1 (Charhouse, LLC d/b/a John and Tony's Wine Club, 27W371 North Ave., West Chicago):

The Village Board approved a Class J Liquor License to Charhouse LLC d/b/a John and Tony's Wine Club, 27W371 North Avenue upon annexation.

Ordinance No. 2017-08-52 amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by increasing the number of Class A Liquor Licenses from 11 to 12 (Anver Adil, Inc. d/b/a Rosati's of Carol Stream, 877 E. Geneva Road):

The Village Board approved a Class A Liquor License to Anver Adil, Inc. d/b/a Rosati's of Carol Stream located at 877 E. Geneva Road.

Resolution No. 2963 for Maintenance of Streets and Highways by Municipality under the Illinois Highway Code-2017 Crackfill Project:

The Village Board approved an MFT Resolution for the 2017 Crackfill Project authorizing the expenditure of up to \$130,100.00 in Motor Fuel Tax Funds.

Resolution No. 2964 accepting a Grant of a Water Main Easement (Atrium Center LLC, 380 S. Schmale Road):

The Village Board accepted a Grant of a Water Main Easement for Atrium Center LLC located at 380 S. Schmale Road.

Resolution No. 2965 authorizing Village Staff to submit review comments on the preliminary Digital Flood Insurance Rate Map and Flood Insurance Study to the Illinois State Water Survey:

The Village Board authorized Village Staff to submit review comments to the Illinois State Water Survey (ISWS) on the preliminary Digital Flood Insurance Rate Maps (DFIRMs) and the Flood Insurance Study (FIS).

Resolution No. 2966 declaring Surplus Property owned by the Village of Carol Stream:

The Village Board approved miscellaneous vehicle parts from the Public Works department to be surplus and authorized disposal of said items.

Raffle License Application-Carol Stream Parks Foundation:

The Village Board approved a Raffle License and waiver of fee and Manager's Fidelity Bond for the Carol Stream Parks Foundation for their Memorial Park fundraiser at the Holiday Inn on August 24, 2017.

Regular Bills and Addendum Warrant of Bills:

The Village Board approved payment of the Regular Bills dated August 21, 2017 in the amount of \$1,222,282.42. The Village Board approved the payment of the Addendum Warrant of Bills from August 8, 2017 thru August 21, 2017 in the amount of \$612,768.06.

Treasurer's Report:

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

Report of Officers:

Trustee LaRocca expressed his appreciation to Dan Faczek for his service to the community in the Army National Guard. Trustee Schwarze and I will be hosting a Candlelight Bowl/Halloween costume contest fundraiser for the Veteran's Memorial Park on October 28th at Wheaton Bowl.

Trustee Gieser thanked everyone who attended the Memorial Park fundraiser concert on Saturday. The Village of Carol Stream participated in the school summer lunch program averaging over 42 lunches per day over the summer for a total of 2,071 meals. On September 2nd - 11:00 a.m. at St. Stephens Cemetery in Carol Stream, there will be a Friends of St. Stephens Cemetery Remembrance Day event. The cemetery is located off St. Charles Road and east of Gary by Ozinga Cement Plant. Trustee Gieser thanked Mayor Saverino for all his fundraising for Memorial Park.

Trustee Schwarze thanked Dan Faczek for his service. He also thanked Matt McCarthy for organizing a great concert for the Memorial Park fundraiser. Please Shop Carol Stream.

Trustee Hennessey stated he was awarded 1 of 10 fellowships in Bloomington Illinois for education policy. His efforts will focus on Teacher recruitment. There will be 3 more fundraisers: Portillos on September 6th; Panera in October and John & Tony's in November. May 18th is the projected date for Challenge Day. "Do Right For Life" is our title. He is shooting for donations of \$5,000 to get kids more active in community programs. Currently we have collected \$3,000.

Trustee Frusolone stated now that school has started, please drive carefully and slow down. On September 10th between the hours of 10 a.m. and 3 p.m., the Carol Stream Barks Festival will be held at the Town Center. This is a free event and offers fun activities for the children.

Trustee McCarthy congratulated Trustee Hennessey on his Fellowship Award and Challenge Day. He also thanked Dan Faczek for his insight. The Saturday Memorial Park fundraiser concert raised \$4,200. He thanked all those involved and who supported the event.

Village Clerk Czarnecki thanked Dan Faczek and for highlighting the families left behind at home.

Village Manager Breinig stated there is an open house tomorrow from 4 to 7p.m. at Fire Station 28 on two bike path developments. The final 2 concerts are this Wednesday and Thursday. The Village will host a carnival on Labor Day weekend from September 1st through September 4th. The next Board meeting will be on Tuesday, September 5th. Village Hall office will be closed on September 4th due to Labor Day holiday.

Mayor Saverino thanked Dan Faczek and his family. He also thanked Trustee Hennessey on his work with educators. Mayor Saverino thanked Trustees McCarthy and Gieser on their fundraising efforts. He expressed concern about false information being disseminated on the internet about the Missner Development. He will be hosting another Memorial Park fundraiser this Thursday.

At 8:41 p.m. Trustee McCarthy moved and Trustee Frusolone made the second to adjourn the meeting. The results of the roll call vote were as follows:

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

Nays: 0

Absent: 0

The motion passed.

FOR THE BOARD OF TRUSTEES

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
August 28, 2017.***

Chairman Parisi called the Regular Meeting of the Combined Plan Commission/Zoning Board of Appeals to order at 7:00 p.m. Chairman Parisi directed Jane Lentino, Community Development Secretary, to call the roll.

The results of the roll call were:

Present: Chairman Frank Parisi, Commissioners Dave Creighton, Angelo Christopher, Frank Petella, Dee Spink, Charlie Tucek, John Meneghini

Absent:

Also Present: Tom Farace, Planning and Economic Development Manager, Jane Lentino, Secretary, and a representative from DuPage County Court Reporters.

MINUTES:

Commissioner Creighton moved and Commissioner Spink seconded the motion to approve the minutes of the meeting of July 24, 2017.

The results of the roll call vote were:

Ayes: 7 Commissioners Creighton, Christopher, Petella, Spink, Tucek, Meneghini,
Chairman Parisi.

Nays: 0

Abstain: 0

Absent: 0

PUBLIC HEARING

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

Case # 17-0030 – Panattoni Development Company – 245 Kehoe Boulevard

A Special Use for Outdoor Activities and Operations – Trailer Parking and Storage.

Chairman Parisi swore in the witness, Mr. John Pagliari, Partner with Panattoni Development Company.

Mr. Pagliari had no presentation, and seeing that there was no audience, Chairman Parisi asked Mr. Farace for the Staff report.

Mr. Farace stated that Panattoni Development is requesting Special Use approval for outdoor activities and operations for trailer parking and storage at 245 Kehoe Boulevard, and presented an aerial view

showing the property at the northwest corner of Kehoe Boulevard and Kimberly Drive, which is formerly the Henkel property. He stated that the building was going to be demolished and a new office/warehouse building will be constructed.

Mr. Farace stated that the property is zoned for industrial development, and the Special Use request is not for the use of the building, but for proposed trailer parking and storage. He showed a site plan, which proposed 42 spaces on the west side of the property where the docks will be located for trailer parking, and stated that parking for regular vehicles for employees and visitors will be on the north side of the property as well as on the east side where access is proposed by curb cuts along Kimberly Drive.

Mr. Farace stated that zoning code requires fencing to be used as screening, and that there is a fence that is proposed to the south of the trailer parking/storage area, closer to the southwest corner of the building and at the southern edge of the parking, that will wrap around on the west side of the parking spaces. He stated that the fence will be on top of a proposed berm, and there is a double row of evergreen trees that are also being proposed, which will provide additional screening.

Mr. Farace stated that Staff is supportive of the request and is recommending approval of the Special Use request.

Chairman Parisi asked for questions from the Commission. Commissioners Tucek, Petella, Spink, and Meneghini, and Chairman Parisi had none.

Commissioner Creighton asked to clarify that the spaces were going to be 12' wide by 54' long and double loop striped, and if Mr. Pagliari was in agreement with that condition.

Mr. Pagliari said yes.

Commissioner Christopher asked if the storm water was going to the east of the pond or if there was a stub.

Mr. Farace stated that they were proposing a small detention area to the south that will feed into the larger basin to the east.

Commissioner Meneghini moved and Commissioner Tucek seconded the motion to approve the request for Special Use with Staff recommendations.

The motion passed.

The results of the roll call vote were:

Ayes: 7 Commissioners Creighton, Meneghini, Christopher, Petella, Spink, Tucek, Chairman Parisi.

Nays: 0

Abstain: 0

Absent: 0

This case will go before the Village Board of Trustees on Tuesday, September 5, 2017, at 7:30 PM for formal approval.

**Case #17-00361 – Chicago Sign and Light Company – 544-552 N Gary and 129-195 Hiawatha
(Greenway Shoppes)
Sign Code Variation
Gary Avenue Corridor Review**

Chairman Parisi swore in the witness, John Doyle, Chicago Sign and Light Company

Mr. Doyle stated that they are replacing a 25 year old sign with a new sign that will provide the traffic on Gary Avenue with identification of the shopping Center tenants located off of Hiawatha.

Chairman Parisi asked Mr. Farace for the Staff report as there was no audience in attendance.

Mr. Farace stated that Gary Avenue Corridor approval is being requested for a new directory ground sign for the Greenway Shoppes, along with a variation for the height of the sign. He showed a view of the existing sign with smaller tenant panels, which are not easy to read at a speed of 40 to 45 miles per hour down Gary Avenue, and stated that while the center has frontage along Gary Avenue, the majority of the frontage for the property, as well as the majority of the tenants, is along Hiawatha.

Mr. Farace stated that this sign is critical for identification proposed for the stores and restaurants within the center. He stated that a more modern, updated sign is important, and that it meets the regulations for newer signs along the Gary Avenue Corridor.

Mr. Farace stated that the new sign will be a multi-tenant, aluminum framed panel sign with the name Greenway Shoppes along with the names of the tenants, and that it will be double-sided. He stated that it will be on a masonry base in both sides of the sign, and will meet requirements for the codes in terms of square footage, but will be two feet taller than what the code currently allows. He stated that a taller sign will allow for larger tenant panels, which will allow more visibility.

Mr. Farace stated that Staff felt that two extra feet would not have a negative impact on surrounding properties, motorists or pedestrians, and that not having to stop to read the sign would be beneficial. He stated that Staff report shows that there were other signs taller than this sign along Gary Avenue that have been approved, and that Staff is comfortable with the variation request.

Mr. Farace stated that Staff recommends approval of the Gary Avenue Corridor review for the design of the sign, along with the variation request for the sign to be two feet taller.

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

Commissioner Petella asked if the sign would affect traffic coming from the north.

Mr. Doyle referred to a yellow triangle on the drawing that referred to the setbacks and that the sign will be 10 feet from the sidewalk on Gary Avenue, which is the same setback as the existing sign.

Chairman Parisi asked if there was a concern with the sign blocking the Village Hall sign.

Mr. Farace stated that the visibility factor was looked at and there shouldn't be a problem because the Village Hall sign is taller, and because it is a governmental sign it is allowed to be 10 feet tall.

Commissioner Creighton moved and Commissioner Meneghini seconded the motion to approve the sign code variation.

The motion passed.

The results of the roll call vote were:

Ayes: 7 Commissioners Creighton, Christopher, Petella, Spink, Meneghini, Tucek, Chairman Parisi.

Nays: 0

Abstain: 0

Absent: 0

This case will go before the Village Board of Trustees on Tuesday September 5, 2017, at 7:30 PM for formal approval.

Chairman Parisi asked for a motion to close Public Hearing. Commissioner Creighton moved and Commissioner Spink seconded the motion.

The motion was passed by unanimous vote.

OLD BUSINESS:

NEW BUSINESS:

ADJOURNMENT:

At 7:15pm Commissioner Meneghini moved and Commissioner Spink seconded the motion to adjourn the meeting.

The motion passed by unanimous vote.

FOR THE COMBINED BOARD


Recorded and transcribed by,

Jane Lentino
Community Development Secretary

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

Chairman

Village of Carol Stream
Interdepartmental Memo

TO: Mayor & Trustees
FROM: Joseph E. Breinig, Village Manager 
DATE: August 29, 2017
RE: 2017 Summer Concert Raffle Proceeds

During the 2017 Summer Concert Series, eight split the pot raffles were held with the intent to donate the Village's portion of the proceeds of these raffles to five local charities which totaled \$2,234.00. A check in the amount of \$489.20 will be presented to each one of the following local charities:

- Bloomingdale Township Food Pantry
- Milton Township Food Pantry
- Interfaith Food Pantry
- Neighborhood Food Pantry
- Wayne Township Food Pantry

The above charities have been invited to attend the September 5th Village Board Meeting.

JEB/dk

Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager
FROM: Philip J. Modaff, Director of Public Works
DATE: August 28, 2017
RE: Introduction of New Public Works Employee

At the Village Board meeting on September 5, 2017, I would like to introduce a newly hired Public Works employees:

- **Patrick Tunney: PWE-probationary**

Patrick will be in attendance at the meeting and will be prepared to introduce himself to the Village Board.

RESOLUTION NO. 2967

**A RESOLUTION RECOGNIZING THE WINDSOR PARK RETIREMENT COMMUNITY
(WINDSOR PARK) ON ITS 30TH ANNIVERSARY**

WHEREAS, the Village recognizes Windsor Park in celebration of its 30th Anniversary as a premier faith-based, not-for-profit retirement community administered by Covenant Retirement Communities; and

WHEREAS, in 1985 construction began on the 228-unit Windsor Park, a continuum of care retirement community constructed with outdoor lakes, flower gardens, walking paths, gazebos, and indoor amenities that include craft and game rooms, a music and photography studio, a theater, a library, and more; and

WHEREAS, in 2002, Windsor Park expanded the range of housing options with the construction of 31 duplex buildings providing 62 dwelling units for independent seniors; and

WHEREAS, Windsor Park administrators, staff, and residents are an integral part of the Carol Stream community with their generosity and support of civic institutions such as the Carol Stream Police Department; and

WHEREAS, Windsor Park provides a rounded senior living experience that fosters community partnerships, promotes lifelong learning, nurtures residents' wellbeing and supports fellowship.

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 staff and residents of Windsor Park be recognized for their contributions to the Carol Stream Community as they celebrate their 30th Anniversary.

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 5TH DAY OF SEPTEMBER, 2017.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

Proclaiming September National Preparedness Month

WHEREAS, 'National Preparedness Month' is an annual education and awareness campaign to empower Americans of all walks of life to increase their preparedness capabilities for the host of natural disasters common to their region as well as for acts of terror; and

WHEREAS, in a wide spread disaster, home and business owners are asked to be prepared to be self-sufficient for the first 72 hours while first responders complete their damage assessment and formulate a detailed response plan; and

WHEREAS, home and business owners efforts to increase their preparedness capability has proven successful in reducing disaster-related injuries, fatalities and minimize property damage; and

WHEREAS, the theme of this year's month-long preparedness campaign is '**Disasters Don't Plan Ahead. You Can.**' and a number of educational resources are available from the U.S. Department of Homeland Security's preparedness web portal **READY.gov**; and

WHEREAS, the 3 critical preparedness measures that most impact a home owner's preparedness level includes purchasing and stocking a disaster go kit, developing a family emergency plan and purchasing a portable weather radio or downloading a digital application for your smart phone.

NOW THEREFORE BE IT PROCLAIMED THAT I, Mayor Frank Saverino Sr. & the Carol Stream Board of Trustees, DuPage County, Illinois in the exercise of its home rule powers does hereby proclaim September 2017 as

National Preparedness Month


in Carol Stream and encourages all residents and business owners to participate in National Preparedness month by restocking your disaster supply kit and conducting a drill of your home or business emergency plan.

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Mayor and Trustees
FROM: Joseph E. Breinig, Village Manager 
DATE: August 31, 2017
RE: **The Missner Group Project**

At the August 7, 2017 Village Board meeting, Village staff advised that development and easement agreements for the above noted matter had not been finalized and were not ready for consideration. No action was taken on the project and the Public Hearing for annexation of the parcel on the southeast end of the proposed site was continued to the August 21, 2017 Village Board meeting. Again, the agreements were not ready for consideration at the August 21, 2017 Village Board meeting, no action was taken on the project and the Public Hearing was continued to the September 5, 2017 Village Board meeting.

On August 31, 2017 the attorney for The Missner Group submitted a request to have their application continued to the September 18, 2017 Village Board meeting. Accordingly there are no items concerning the project on the September 5, 2017 Village Board agenda and staff recommends continuing the Public Hearing to the September 18, 2017 Village Board meeting.

JEB/dk

cc: The Missner Group

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: August 30, 2017

RE: **Agenda Item for the Village Board Meeting of September 5, 2017
PC/ZBA Case 17-0030, Panattoni Development Company – 245 E. Kehoe
Boulevard, Special Use Permit to Allow for Outdoor Activities and Operations –
Trailer Parking and Storage in the I Industrial District**

John Pagliari, Senior Partner with Panattoni Development Company, requests approval of a Special Use Permit for outdoor activities and operations in the form of trailer parking and storage at 245 E. Kehoe Boulevard. Panattoni proposes to demolish the vacant Henkel building and construct a 186,200 square foot speculative office/warehouse building with 32 truck docks on the west side of the building. In addition, 42 trailer parking spaces are proposed along the west side of the property.

When reviewing requests for outdoor storage, staff works with applicants to minimize visibility of the outdoor activity or installation to the extent possible and under specific circumstances for each request. In this case, the proposed trailer parking spaces will be screened by a double row of evergreen trees that will be installed at the southern corner of the building and at the southwest corner of the parking lot that will also extend north approximately 100 feet along the western edge of the parking lot. Likewise, the landscaping will be installed on top of a berm, and a solid cedar fence is proposed behind the proposed landscaped areas for additional screening. Staff is supportive of the Special Use request, and believes the proposed screening and the location of the trailer parking spaces being almost 200 feet away from Kehoe Boulevard will adequately shield the trailer parking area from view along the roadway.

The staff report presenting the request, with supporting documentation, was transmitted to the Village Board with the PC/ZBA packet on August 25, 2017. At its meeting on August 28, 2017, by a vote of 7-0, the PC/ZBA recommended approval of the Special Use Permit subject to the conditions in the August 28, 2017 staff report.

If the Village Board concurs with the PC/ZBA recommendation, they should approve the Special Use Permit for outdoor activities and operations in the form of trailer parking and storage, subject to the conditions contained within the Ordinance, and adopt the necessary Ordinance.

ec: John Pagliari, Panattoni Development Company (via email)

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: August 30, 2017

RE: **Agenda Item for the Village Board Meeting of September 5, 2017**
PC/ZBA Case 17-0031, Chicago Sign and Light/Greenway Shoppes – 544-552 N. Gary Avenue and 125-195 Hiawatha Drive, Sign Code Variation – Sign Height and Gary Avenue Corridor Review

John Doyle with Chicago Sign and Light, on behalf of the Greenway Shoppes, requests approval of Gary Avenue Corridor (GAC) approval for a new shopping plaza ground sign for the center at the northwest corner of Gary Avenue and Hiawatha Drive. The existing multi-tenant directory sign is small, and the tenant panels are difficult to read. The proposed sign, which will be in the same location as the existing sign, will be double-sided aluminum cabinet surrounded by masonry which will match other masonry elements along the Corridor including the masonry wall at the Municipal Center. Landscaping is also proposed around the sign base, and the design of the sign will be in compliance with Corridor regulations.

In addition, the sign will be eight feet in height, which requires approval of a Sign Code Variation to increase the sign height from the permitted six feet to eight feet. Given the limited visibility of the tenant panels on the existing sign, the proposed sign will contain larger tenant panels and increase the legibility of each panel and public's capacity to read information on the sign. Additionally, the property frontage along Gary Avenue is small as compared to its frontage along Hiawatha Drive, and the majority of the tenants in the center front Hiawatha Drive, which makes a taller directory sign at the corner even more important from an identification perspective.

The staff report presenting the request, with supporting documentation, was transmitted to the Village Board with the PC/ZBA packet on August 25, 2017. At its meeting on August 27, 2017, by a vote of 7-0, the PC/ZBA recommended approval of the Sign Code Variation subject to the conditions in the August 25, 2017 staff report. The PC/ZBA also approved the GAC Review by a vote of 7-0.

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. No Village Board action is necessary regarding the Gary Avenue Corridor Review.

ec: John Doyle, Chicago Sign and Light (via email)

Village Of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: Adam Frederick, Civil Engineer II 
DATE: August 29, 2017
RE: **Award of Contract - 2017 Crackfilling Contract**

On August 29th at 11:00 a.m. Engineering Staff opened bids for the referenced project. The following bids were read aloud:

SKC Construction, Inc., West Dundee, IL	\$ 84,600.00
Denler Inc., Mokena, IL	\$ 97,800.00
Engineer's Estimate and Budget	\$ 130,100.00

The low bid received was under the budget and the Engineer's Estimate of \$130,100.00 by \$45,500.00 (35%). This project is funded by the MFT Fund.

The low bidder has completed this project successful for the Village several times in the past. Staff therefore recommends award of the contract to SKC Construction, Inc. at the bid unit prices submitted.

Attachments (Bid Tabs)


cc: James T. Knudsen, Director of Engineering Services
William N. Cleveland, Assistant Village Engineer
Jon Batek, Finance Director
Phil Modaff, Director of Public Works

**Bid Tabulation
2017 Crackfilling
Bid Opened
8-29-17**

Item #	ITEM	UNIT	QTY	Village of Carol Stream Engineering Dept.		SKC Construction, Inc. Des Plaines, IL 60118		Denler, Inc. Mokena, IL 60448	
				UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT
1	Fiber - Asphalt	LB	70,000	\$1.75	\$122,500.00	\$1.19	\$83,300.00	\$1.38	\$96,600.00
2	Fine Aggregate (FA-6)	TON	20	\$55.00	\$1,100.00	\$25.00	\$500.00	\$10.00	\$200.00
3	Traffic Control and Protection	LS	1	\$6,500.00	\$6,500.00	\$800.00	\$800.00	\$1,000.00	\$1,000.00
	Total Estimate Maintenance Cost				\$130,100.00		\$84,600.00		\$97,800.00

Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager

FROM: Philip J. Modaff, Director of Public Works 

DATE: August 29, 2017

RE: Motion Authorizing the Village Manager to Approve Change Order #1 to the Water Storage Repairs and Painting Contract

In March 2016, the Village Board awarded a contract to Era Valdivia Contractors for painting and repairs of multiple water storage structures. Most of the work was completed before the end of the fiscal year, but some work was delayed due to weather conditions.

One aspect of the repair project was the removal and replacement of portions of the concrete foundation around the legs of the elevated storage tanks. When the project was designed the consulting engineer made an estimate of the amount of concrete that would have to be removed and replaced. However, during the removal process it was determined that additional concrete work would be necessary. The contractor proceeded with the necessary work, but failed to follow the change order process in advance of proceeding.

Once a change order request was submitted, the consulting engineer verified the additional quantities and recommended payment. Staff does not dispute that the additional work was necessary nor that it was satisfactorily performed. However, since the contractor failed to follow the prescribed change order process, staff negotiated a reduced change order amount. According to the unit prices provided in the contract, the additional work was valued at \$6,540.00; the contractor subsequently agreed to request a change order in the amount of \$3,910.00 (see attached).

I am recommending that the Village Board approve a Motion authorizing the Village Manager to approve Change Order #1 to the Water Storage Repairs and Painting contract in the amount of \$3,910.00.

Attachments

Village of Carol Stream
Change Order

Project Name: Water Storage Repairs and Painting
Contractor: Era Valdivia Contractors, Inc.
Award Date: March 6, 2017

Description of Change Order #1:

The following change order is necessary due to an increase in the amount of concrete and labor needed to repair foundations which only became apparent when the work was underway:

Original Contract Amount:	\$77,210.00
Change Order #1:	\$ 3,910.00
Prior Change Orders:	\$ 0.00
New Contract Amount:	\$81,120.00

Approved:

Village of Carol Stream Date

 8/29/17

Era Valdivia Contractors, Inc. Date

Attachment



11909 South Avenue O
Chicago, IL 60617

TEL: (773) 721-9350
FAX: (773) 721-8027

June 28, 2017

Village of Carol Stream
124 Gerzevske Lane
Carol Stream, IL 60188

Attn: Mr. Brad Schotanus
Illinois Division Manager
Dixon Engineering, Inc.
bradschotanus@dixonengineering.net

Re: Carol Stream – Fullerton Tank Spall Repair – Unit Price Revised

Via confirmed e-mail

Dear Mr. Schotanus,

Era Valdivia Contractors, Inc. (EVC) is submitting the following additional quantity based on authorization given by field site inspector confirming the work.

Scope of Work:

Era Valdivia contractors, Inc. has completed this work and is requesting that the following revised unit price of \$358.72 / CF be applied to the additional 10.9 CF of spall repair at Fullerton Tank location; bringing the additional work to: \$3,910.00.

The bid unit price of \$600.00/CF is reduced voluntarily by EVC.

If you have any questions concerning this matter, please contact me direct at my office: 773-721-9350 and/or cell: 773-447-6658.

Yours truly,
Era Valdivia Contractors, Inc.

A handwritten signature in black ink, appearing to read 'Greg Bajraktaris', is written over a printed name and title.


Greg Bajraktaris
Senior Project Manager

CC: Mr. Mike Cash – EVC Concrete Division
Mr. Phil Modaff – Village of Carol Stream Public Works Director

SSPC QP1/QP2 Contractor

Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager

FROM: Philip J. Modaff, Director of Public Works 

DATE: August 29, 2017

RE: Agenda Item – Recommendation to Award a Contract for Rebuild of WRC Clarifier Drive Assemblies – DPS Equipment Services, Inc. -- in the Amount of \$39,900.00, Pursuant to the Provisions of Section 5-8-3(B) and subsection 5-8-14(D) of the Carol Stream Code of Ordinances

The FY2018 WRC Capital Expenditure plan (“CapEx”) includes funding for the rebuild of two (2) clarifier drive assemblies. CH2M has solicited a proposal from the only area contractor certified by the manufacturer to complete this type of work on the existing Envirex equipment.

Attached is a proposal from DPS Equipment Services, Inc., in the amount of \$39,900, for the following work:

- Disassemble gear assemblies
- Clean housings, gears, shafts and drain piping
- Relocate sealing surfaces of output shafts (as necessary)
- Replace the dust shield, stop blocks, alarm and micro switches, and all bearings, seals, bearing races and gaskets.

Attached is a letter from Evoqua Water Technologies confirming that DPS is a Factory Certified Technician and that DPS is the only Certified Technician in the Chicago area. In the past several years DPS Equipment Services has satisfactorily performed several projects at the WRC, including the rehabilitation of all six (6) screw pumps. Also attached are the proposal from DPS, Terms and Conditions, and Governmental Contract Compliance Certifications and Certificate of Insurance.

Staff recommends awarding a contract for Rebuild of two (2) WRC Clarifier Drive Assemblies to DPS Equipment Services, Inc., in the amount of \$39,900.00, pursuant to the provisions of Section 5-8-3(B) and subsection 5-8-14(D) of the Carol Stream Code of Ordinances

Attachments



August 10, 2017

Evoqua Water Technologies, LLC
2607 N. Grandview Blvd
Suite 130
Waukesha, WI 53188

Telephone: 262-547-0141
Fax: 262-524-8249

To whom it may concern:
Re: DPS Equipment Services, Inc

This brief letter is to inform you that Mr. Michael Sears, Project Manager for DPS Equipment services, INC is a Factory Certified Equipment Technician for Evoqua Water Technologies Bio Clar/Envirex Equipment and is the only Certified Technician in the Chicagoland Area.

His product knowledge is complete but not limited to Circular Clarifier erection and repair, and rebuilding, and our entire line of Chain and Scraper collector mechanisms.

Should you have any other questions or concerns, please feel free to contact me via the various means listed below.

Sincerely,

Paul Wojnowski
Aftermarket Sales Manger
Evoqua Water Technologies
Ph. 262-521-8416
Email. Paul.wojnowski@evoqua.com



EQUIPMENT SERVICES, INC.
process equipment repair, retrofit, reconditioning services

SERVICE PROPOSAL #17-138

Date: August 10, 2017

Page 1 of 3

Mr. Dan Hughes - Superintendent
CH2M HILL
Carol Stream WRC
245 Kuhn Rd.
Carol Stream, IL 60188-4724

Work Location: Carol Stream WRC

Telephonc: 630/653-5499

Scope of Services

We hereby propose to furnish labor and material as necessary to rebuild two (2) clarifier drive assemblies originally furnished by Envirex/Evoqua under order #40105.

Services shall consist of completely disassembling the intermediate and main gear assemblies. The housings, gears, shafts, and drain piping shall be thoroughly solvent cleaned, inspected, and re-used. The sealing surfaces of the output shafts shall be relocated if necessary. The following components shall be replaced:

- Dust shield (new style).
- Worm shaft.
- Stop blocks.
- Alarm and cutout micro switches.
- All bearings, seals, bearing races, and gaskets.

Project cost: \$39,900.00

Project cost includes: project management, all field and administrative labor, replacement components, standard and speciality tools and equipment, travel, and living expenses.

Note: (1) Client shall drain and clean clarifier basin prior to the start of the project. Project should take about three days to complete.

All work is guaranteed to be as specified, and the above work is to be performed in accordance with or to exceed the manufacturer's specifications for above work, and completed in a substantial workmanlike manner.

Sign and Return one copy of the Proposal cover original with a signed copy of the attached "Terms Governing Customer Services".

Respectfully submitted,

Michael R. Sears - Project Manager

TERMS AND CONDITIONS

- A. DPS, Inc.'s prices do not include the cost of materials or the cost of any third party services unless expressly stated within this proposal. Materials furnished by DPS, Inc. shall be covered under the proposal warranty.
 - B. DPS, Inc. prices do not include sales, use, excise or other similar taxes unless expressly stated within this proposal.
 - C. Terms of Payment: Net 30 days from the Date of Invoice unless otherwise agreed to in advance and in writing. Partial invoices for equipment and materials will be submitted when the equipment and materials are shipped to the job site. Partial invoices for labor and services may be submitted at the end of each month through project completion. In the event any payment becomes past due, a compound interest charge of 1.5 percent may be assessed monthly and for any portion thereafter. Client agrees to pay any and all actual Attorneys' fees and court costs if attorneys are retained to collect any past due amounts.
2. **Cancellation:** In the event of cancellation, Client agrees to compensate DPS, Inc. for all work performed up to the date of cancellation, unless cancellation is due to default on the part of DPS, Inc.
 3. **Performance and Warranty:** DPS, Inc. agrees to perform the services described under the heading "Scope of Services" hereof, within the limits prescribed by the Client, on a good faith basis under the terms and conditions set forth herein. DPS, Inc. shall exercise reasonable skill and judgment in providing such Services. DPS, Inc.'s responsibility is limited to services specifically performed by DPS, Inc. or sub-contracted by DPS, Inc. for the Client. Except for the direct acts or omissions of DPS, Inc. representatives, the responsibility for proper operation and maintenance of the equipment shall be the Client's. ***Failure by the Client to properly operate and maintain the equipment shall void any and all warranty claims and remedies that may result.*** DPS, Inc. warrants that services shall be of good quality in all respects. Services shall be performed, findings obtained, and recommendations prepared in accordance with generally and currently accepted industry standards, principles and practices. The services of DPS, Inc. technicians shall be free of defects in workmanship ***FOR A PERIOD OF ONE (1) YEAR*** from the date of completion. **Remedy:** All warranty claims in connection with the services to be performed hereunder shall be made promptly by the Client in writing and received by DPS, Inc. within one year after final acceptance of the project by the Client. DPS, Inc. shall services proven to be defective in workmanship, or at DPS, Inc. sole option, refund the cost of the services. ***DPS, Inc. may accept back charges for warranty claims performed by the Client, provided that DPS, Inc. has given its written approval PRIOR to the Client performing such services.***
 4. **Safety:** Services shall be performed only under safe conditions. DPS, Inc. shall not have any obligation to work or to continue working in a hazardous environment. DPS, Inc. has the right to discontinue or terminate operations if, in its sole discretion, such discontinuation or termination is necessary for safety and/or health reasons. Charges, as set forth above and below, shall be made for safety and security measures required by hazardous job conditions. All safety related equipment, clothing, devices, etc., furnished by DPS, Inc. at the request or requirement of the Client shall be added at cost to the Proposal price.
 5. **Independent Contractor:** DPS, Inc. shall be considered a Professional Services provider, independent agent, representative or contractor; not an employee or joint venturer of Client. DPS, Inc. shall determine the time, manner, means and method of providing the services and shall furnish all labor and tools necessary to perform such services unless otherwise specified in writing; provided, however, DPS, Inc. shall not be responsible for negligence of Client or any other person or entity in the design or selection of a specific manner, means, method or technique which is required by the Client.
 6. **Information:** DPS, Inc. shall rely upon information supplied by Client, or Client's engineers or consultants, or information available from generally accepted sources, without independent verification. DPS, Inc. assumes no responsibility for the accuracy of such information and shall not be liable to Client for any inaccuracies contained therein.
 7. **Delays and Extensions of Time:** If DPS, Inc. is delayed at any time in the progress of the services by any act or negligence of the Client, including its employees or agents, separate contractor employed by the Client, changes ordered in the Scope of Services, labor disputes, adverse safety conditions, weather related delays, unavoidable casualties, or any causes beyond DPS, Inc.'s reasonable control, or by delay authorized by the Client, then the time to complete the services shall be extended. Additional charges may be made to cover any unforeseen or unusual circumstances not anticipated by DPS, Inc. and the Client, when agreed to by both parties in writing.
 8. **Changes, Delays and Unusual Costs:** If the Client requests or causes changes to be made in the Scope of Services, or if the Client delays the progress of work covered by the quotation, DPS, Inc. shall adjust the contract price to reflect any increase or decrease.
 9. **Permits and Licenses:** Unless otherwise indicated in writing, Client shall procure and provide all necessary permits and licenses required for the services proposed.

10. **Insurance:** DPS, Inc. shall provide insurance as follows:

The Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Contractor, his/her officers, agents, employees or subcontractors.

A. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$3,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
2. Commercial Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Worker's Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$1,000,000 per accident and \$1,000,000 each employee/disease.

B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village of Carol Stream and the County of DuPage, and their officials, agents, employees and assigns; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

a. The Village of Carol Stream, its officials, agents, employees and assigns and the County of DuPage, its officials, agents, employees and assigns are to be covered as insureds on an ISO approved form as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Carol Stream, its officials, agents, employees and assigns or the County of DuPage, its officials, agents, employees and assigns.

b. The Contractor's insurance coverage shall be primary and non-contributory as respects the Village of Carol Stream, its officials, agents, employees and assigns and the County of DuPage, its officials, agents, employees and assigns. Any insurance or self-insurance maintained by the Village of Carol Stream, its officials, agents, employees and assigns or the County of DuPage, its officials, agents, employees and assigns shall be excess of Contractor's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to either the Village of Carol Stream, its officials, agents, employees and assigns or the County of DuPage, its officials, agents, employees and assigns.

d. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Worker's Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Village of Carol Stream,

agents, employees or subcontractors.

3. All Coverage

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty days' prior written notice by certified mail, return receipt requested, has been given to the Village.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than "A" and licensed to do business in the State of Illinois

E. Verification of Coverage

Contractor shall furnish the Village with certificates of insurance naming the Village of Carol Stream, its officials, agents, employees and assigns and the County of DuPage, its officials, agents, employees and assigns as insureds and with original endorsements affecting coverage required by this clause on an ISO approved form. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village before any work commences. The Village reserves the right to request full-certified copies of the insurance policies and endorsements.

An Additional Insured Endorsement providing coverage to the Village of Carol Stream, its officials, agents, employees and assigns and to the County of DuPage, its officials, agents, employees and assigns shall also be furnished to the Village. This endorsement modifies coverage provided under the Commercial General Liability coverage part. "Who is an insured" section of the policy/coverage document is amended to include as an insured, the Village of Carol Stream, its officials, agents, employees and assigns, and the County of DuPage, its officials, agents, employees and assigns but only with respect to liability "arising out of the Named Insured Contractor's work." For purposes of this endorsement, "arising out of the named Insured Contractor's work" shall mean:

1. Liability the Village, its officials, agents, employees and assigns or the County of DuPage, its officials, agents, employees and assigns may incur resulting from the negligent, or willful actions, errors or omissions of the Named Insured Contractor, or its agents, representatives, employees or subcontractors.
2. Liability the Village, its officials, agents, employees and assigns or the County of DuPage, its officials, agents, employees and assigns may incur for negligence in the supervision of the Named Insured Contractor's work.
3. Liability the Village or the County of DuPage may incur for failure to maintain safe worksite conditions.
4. Liability the Village, its officials, agents, employees and assigns and the County of DuPage, its officials, agents, employees and assigns may incur due to joint negligence of the Named Insured Contractor, its officers, agents, employees and/or subcontractors and/or the Village, its officials, agents, employees and assigns and/or the County of DuPage, its officials, agents, employees and assigns.

F. No Waiver. Under no circumstances shall the Owner be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:

1. allowing work by Contractor or any subcontractor to start before receipt of Certificates of Insurance.
2. failure to examine, or to demand correction of any deficiency, of any certificate of insurance received.

G. Subcontractors

Contractor shall include as insureds under its policies or shall furnish separate certificates and endorsements for each approved subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

11. **Indemnification:** Client agrees to indemnify and hold DPS, Inc., its directors, officers, stockholders, employees, representatives or agents harmless from and against any and all claims, demands, causes of action (including third party claims, demands or causes of action for contribution or indemnification), liability or costs (including actual attorneys' fees and other costs of defense) which arise out of or result from any negligent act or omission of the Client, its employees, agents, consultants, other contractors or any other person or entity; all except and to the extent that such claims, demands, causes of action, liabilities or costs are caused by the sole negligence of DPS, Inc., its directors, officers, stockholders and employees. Non-prevailing party agrees to pay any and all actual attorney fees and court costs if attorneys are retained relative to any dispute between the parties.
12. **GENERAL LIMITATION OF LIABILITY:** Under this agreement, DPS, Inc. shall only be liable for damages for the scope of services provided. DPS, Inc. shall not be liable for any consequential or incidental damages, including but not limited to, damages resulting from injury to persons or property, loss of profits, loss of business reputation, or any other losses or expenses not in connection with the scope of services furnished.
13. **Non-waiver:** The failure of DPS, Inc. to insist upon strict performance of any of the terms or conditions stated herein shall not be considered a continuing waiver of any such term or condition or any of its rights, nor shall it imply a course of performance between the parties.
14. **Prevailing Wage:** DPS, Inc. shall pay all labors, mechanics, and other workers employed by DPS, Inc. the current prevailing Wage rate as required. DPS, Inc. shall also furnish certified payroll forms to client.
15. **Complete Agreement:** The complete agreement between DPS, Inc. and the Client is contained herein and no additional or different term or condition shall be binding unless mutually agreed to in writing. If any term of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity of all other terms hereof shall no way be affected thereby. This Agreement shall take effect upon acceptance and execution by the Client and DPS, Inc.

Rebuild of Two (2) Clarifier Drive Assemblies

1. This agreement made and entered into this 26 day of AUGUST 2017, between the Village of Carol Stream, acting by and through its Mayor and Board of Trustees and DPS Equipment Services, Inc.
2. That for and in consideration of the payments and agreements mentioned in the Specifications and Contract Document, attached hereto, DPS Equipment Services, Inc., agrees with the Village of Carol Stream at his/her own proper cost and expense to furnish the equipment, material, labor, supplies and/or services as provided therein in full compliance with all of the terms of such specifications and contract documents attached hereto.
3. It is understood and agreed that the proposal and Terms & Conditions hereto attached, are all essential documents of this contract and are a part hereof.
4. In witness whereof, the said parties have executed these presents on the date above mentioned.

(Village Seal)

VILLAGE OF CAROL STREAM

Attest:

By: _____
Village Clerk

By: _____
Mayor

IF A CORP

(Corporate)

Attest:

By: _____



CORPORATE NAME

DPS EQUIPMENT SERVICES, INC.

By: _____
President

SUBSCRIBED AND SWORN BEFORE ME

This 26 day of AUGUST, 2017.

MY COMMISSION EXPIRES:

NOTARY PUBLIC



IF A PARTNERSHIP

(Seal)

(Seal)

(Seal)

(Seal)

PARTNERS DOING BUSINESS UNDER THE NAME OF

SUBSCRIBED AND SWORN BEFORE ME

This _____ day of _____, 20____17.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

IF AN INDIVIDUAL

(Seal)

SUBSCRIBED AND SWORN BEFORE ME

This _____ day of _____, 2017.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

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

I, MICHAEL R. SEARS (name), certify that I am employed as the PRASIDANT (title) of APS EQUIPMENT SERVICES company), a party to the Agreement to which this certificate is attached, and I hereby certify that I am authorized to make this certificate and that I have personal knowledge of the matters certified to herein, and that following certifications are true and correct:

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

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

2. Payments to Illinois Department of Revenue

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

3. Non-Discrimination: EEOC

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

4. Human Rights Act

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

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

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

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

6. Compliance with Freedom of Information Act (FOIA)

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

DBS ROYALTY SERVICES, INC.
Firm Name

By: MICHAEL R. SEARS - PRESIDENT
Name/Title

[Signature]
Signature

SUBSCRIBED AND SWORN to before
me this 10 day AUGUST, 2017

[Signature]
Notary Public





DPSEQUI-01

CANDERSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/25/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Broadmoor Agency 321 W. State St. Suite 1000 Rockford, IL 61101	CONTACT NAME: Cindy Anderson PHONE (A/C, No, Ext): (815) 965-6700 510 FAX (A/C, No): (815) 965-6703 E-MAIL ADDRESS: Cindy@broadmooragency.com
INSURED	INSURER(S) AFFORDING COVERAGE INSURER A : MESA UNDERWRITING INSURER B : Pekin Insurance Co. INSURER C : Starstone National Insurance Co INSURER D : AmTrust North America INSURER E : INSURER F :
DPS Equipment Services, Inc. P.O. Box 55 Caledonia, IL 61011	NAIC # 24228

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	MP0012005000493	04/03/2017	04/03/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		00P638251	09/08/2016	09/08/2017	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		X80038170ALI	04/03/2017	04/03/2018	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	KWC1086466	04/03/2017	04/03/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The Village of Carol Stream, its officials, agents, employees and assigns and the County of DuPage, its officials, agents employees and assigns. The General Liability coverage is on a primary, non-contributory basis. Please see the following form #MUS010120127 0316.


CERTIFICATE HOLDER

CANCELLATION

Village of Carol Stream 505 E. North Ave Carol Stream, IL 60188	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager

FROM: Philip J. Modaff, Director of Public Works 

DATE: August 29, 2017

RE: Recommendation to Approve a Settlement Agreement between the Village of Carol Stream, Baxter & Woodman, Inc., and Atlas Copco Compressors LLC for Replacement of a WRC Turbo-blower

In June 2010, the Village entered into a design/build agreement with Baxter & Woodman for the installation of an energy-efficient turbo-blower for the Water Reclamation Center (WRC). Houston Service Industries, Inc. (HSI) manufactured the original turbo-blower that was installed in 2011. Since installation, the blower experienced a series of failures and, despite multiple repairs, it continued to be unreliable over a period of several years.

In December 2014, Atlas Copco Compressors LLC assumed the obligations of HSI, and staff from Public Works, Baxter & Woodman, and CH2M began working with the new owners to resolve the on-going performance issues of the original blower. Despite efforts from all parties involved, the performance issues were not successfully resolved, and the parties entered into discussion on replacement of the original blower.¹

Public Works, with assistance from CH2M, have worked through Baxter & Woodman to negotiate with Atlas-Copco to bring about a satisfactory resolution to this matter. Baxter & Woodman has dedicated significant resources in an effort to identify a replacement blower that would meet our original performance, reliability and energy-savings needs. Atlas-Copco has proposed a replacement blower that has been evaluated by both Baxter & Woodman and CH2M Corporate engineers, with both of our representatives indicating the proposed blower is capable of delivering the performance and energy-saving results established during the original design/build phase of this project.

Following months of negotiation, Atlas-Copco has agreed to provide a new blower (valued at \$165,000), and to bear the burden of the removal and installation costs estimated by Baxter & Woodman (estimated to be \$109,643).

¹ Staff is aware that there are many similar examples of HSI blower failures across the country over the past few years, including several in a nearby community and at least two other locations in the Chicago-area.

Under the terms of the agreement, Atlas-Copco will contract directly with Dahme Mechanical Services, a general contractor who worked in consultation with Baxter & Woodman on developing the cost estimate, and who has successfully completed several projects for the Village of Carol Stream.

The attached agreement has been reviewed by the Village Attorney and reflects many months of good-faith effort by all parties involved. Atlas-Copco's financial commitment is valued at just under \$275,000; the Village's exposure is limited to minor interior painting costs post-installation (estimated at less than \$3,000), and a commitment to negotiate in good faith with the other parties should there be unexpected project cost overruns. Baxter & Woodman will be providing construction-engineering services throughout the installation of the replacement blower.²

I am recommending that the Village Board approve a settlement agreement between the Village of Carol Stream, Baxter & Woodman, Inc., and Atlas Copco Compressors LLC for the replacement of a WRC Turbo-blower.

Attachment

² In consideration of the services provided by Baxter & Woodman throughout this effort, staff will be bringing a recommendation to the Village Board for reasonable compensation only after successful installation, startup and successfully performance of the new blower.

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made and entered into by and between the Village of Carol Stream, Illinois ("the Village"), Baxter & Woodman, Inc. ("BWI") and ATLAS COPCO COMPRESSORS LLC ("Atlas") (collectively referred to as the "Parties") and is effective as of the date this Agreement is executed on behalf of the Village of Carol Stream.

RECITALS

WHEREAS, the Village entered into a design build contract with BWI on June 4, 2010 to provide one turbo blower and BWI issued a purchase order (#08252010) to Houston Service Industries, Inc. ("HSI") on August 27, 2010 (the "Order") for the purchase of one (1) turbo blower (the "Original Blower");

WHEREAS, BWI was the design engineer on the project whose specifications allowed for the use of the HSI original blower or an approved equivalent;

WHEREAS, Atlas assumed the obligations of HSI pursuant to the Order in December 2014;

WHEREAS, the Village claims that the Original Blower has not met the reliability expected of equipment of similar capabilities and has failed to perform as required and represented ("Claims");

WHEREAS, the Village and BWI have worked with Atlas in an effort to reach a permanent solution resolving the Claims with the Original Blower, which Claims remain unresolved;

WHEREAS, Atlas has agreed to provide (1) one positive displacement blower, as further described in Attachment "A", which is incorporated herein by reference (the "New Blower") to resolve the Claims with the Original Blower and all Claims between HSI, Atlas, BWI and the Village relating to the Original Blower and the Order.

WHEREAS, the Parties desire and agree that the Claims concerning the Original Blowers shall be amicably resolved;

Now therefore, in consideration of the mutual undertakings set forth herein, the receipt and legal sufficiency of which are acknowledged, the Parties agree as follows:

I. PERFORMANCE

Performance of these obligations shall serve to fully and completely satisfy the Village's Claims related to the Original Blower and the Order.

A. Atlas's Obligations:

1. Atlas agrees to provide to the Village, at no charge, the goods and services as

set forth in Attachment "A" which is incorporated herein by this reference. Atlas shall be responsible for all services necessary to remove the Original Blower and install the New Blower, including but not limited to programming, SCADA, connection to electric service and necessary building modifications (masonry and window removal and replacement), demolition or existing air piping and installation of new piping and appurtenances, installation of create pads, and reinforcement and forming for new blower motor. The costs of removal and installation shall be borne by and paid for by Atlas. Removal, installation, bonding and insurance services will be provided by Dahme Mechanical Industries, Inc. ("DMI"), a sub-contractor of Atlas, at the cost which shall not exceed \$109,643. This cost is based on the estimate prepared by DMI at the direction of and guidance from Atlas and BWI. This estimate has been provided in good faith and is based on the information provided by Atlas and BWI. In the event the actual cost is higher than the estimate, the parties shall reconvene to negotiate the effect of the cost increase in good faith. After removal, DMI shall load the original Blower on transport provided by and paid for by Atlas.

2. Removal of the Original Blower and installation of the New Blower shall occur within six (6) months of the effective date of this Agreement.
3. The New Blower shall be subject to Atlas's standard warranty, a copy of which is attached as Attachment "B" and incorporated herein by reference (the "Warranty").
4. Atlas will provide O&M Manuals as per the Atlas Copco standard manual procedures.
5. Atlas has provided performance curves demonstrating the performance of the Blower provided.
6. Atlas will provide start-up and training services at no cost to the Village.

B. The Village's Obligations:

The Village agrees to provide a location for storage of the New Blower after delivery and prior to the removal of the Original Blower.

C. BWI's Obligations:

1. BWI shall provide the services reflected on Attachment "C", which is incorporated by this reference.

II. RELEASE

Each Party, for themselves and their affiliates, subsidiaries, shareholders, officers, directors, employees, representatives, agents, and all other persons or entities claiming by, through or under them hereby, knowingly and voluntarily, forever waives, covenants not to sue, releases, and discharges the other Parties and their respective parent entities, subsidiaries, shareholders, officers, directors, employees, representatives and agents ("Released Parties") from all claims, demands, actions, and causes of action, or causes of liability, rights, and offset rights, whether at law or in equity, whether known or unknown, asserted or unasserted,

including without limitation any form of injunctive or equitable relief, any award of actual, consequential, incidental, liquidated or other types or categories of damages, any award of punitive or exemplary damages, any claims for attorneys' fees or costs or expenses of litigation, and any other type of relief which it or any other person or entity claiming by, through or under it, has or may have against any of the Released Parties as of the Effective Date arising out of, relating to, or connected with the disputes referenced in the Recitals to this Agreement, including, but not limited to, the Claims and Order. This release shall not prevent the Village from asserting any claim, right or remedy arising under this Settlement Agreement and/or the Warranty for the New Blower.

Each party represents and warrants that (a) it has not assigned or transferred to any other persons or entities any of its claims, demands or causes of action settled or to be settled or released hereunder, (b) that it has the full power and authority to execute this Agreement on behalf of the entity for which it is signing, and to perform the obligations hereunder, (c) this Agreement is binding on and enforceable against the parties in accordance with its terms, and (d) the compliance by each party with its obligations hereunder will not conflict with or result in a breach of any agreement to which such party is a party or is otherwise bound.

III. LIABILITY LIMITATION

A. NO PARTY SHALL BE LIABLE TO THE OTHER PARTIES FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSS, OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF BUSINESS, LOST PROFITS OR INTERRUPTION OF SERVICE (EVEN IF SUCH PARTY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN BY SUCH PARTY) ARISING OUT OF OR IN CONNECTION WITH THE CLAIMS SET FORTH IN THIS AGREEMENT.

B. The Total Liability of Atlas under this Agreement shall be limited to the provisions set forth herein.

IV. ADDITIONAL TERMS

A. Atlas's Standard Terms and Conditions, a copy of which is set form in Attachment "B" and is incorporated herein by reference provided, however, that in the event of a direct conflict in interpretation, the provisions set forth in this Agreement shall control over provisions contained in Atlas's Standard Terms and Conditions.

B. By entering into this Agreement, neither of the parties intend to make, nor shall be deemed to have made, any admission of any kind.

C. This Agreement supersedes any and all prior agreements, if any, whether written or oral, between the parties with respect to the subject matter contained herein.

D. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns,

but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of the other party which shall not be unreasonably withheld.

- E. This Agreement may be executed in counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

By their signatures below, the parties to this Agreement agree to the terms, conditions, and content expressed herein.

IN WITNESS WHEREOF, the Village and Atlas and BWI have hereunto set their hands this _____ day of _____, 2017.

Atlas Copco Compressors LLC

By _____ Position/Title

By _____ Position/Title

Baxter & Woodman Inc.

By _____ Position/Title

By _____ Position/Title

THE VILLAGE OF CAROL STREAM, ILLINOIS

By Mayor

Attest: _____ Village Clerk

ATTACHMENT "A"

Atlas shall provide to the Village at no cost the following:

- (1) NEW ZS250VSD rotary blower, 250KW (300HP) ("New Blower") (valued at \$165,000/blower x 1 = \$165,000)
- Freight for the Original Blower and the New Blower (valued at \$2,000)
- All services necessary to remove and dispose of the Original Blower
- All services necessary for the installation of the New Blower, including but not limited to programming, SCADA, connection of electric service and building modifications, (performed by a sub-contractor of Atlas, Dahme Mechanical Industries, ("DMI") approved by the Village). Installation costs of up to \$109,643 shall be paid by Atlas (copy of DMI scope dated July 27, 2017 is attached). In the event the cost exceeds this estimate, the parties agree to negotiate any increase in cost in good faith.
- Start Up Assistance, and Training included up to 2 Days (valued at \$2,000)
- The New Blower shall be subject to Atlas's standard warranty, set forth in Attachment "C".

ATTACHMENT "B"

Atlas Copco Terms and Conditions

1. **GENERAL** –When used herein "affiliates" shall mean Atlas Copco AB and its wholly-owned subsidiaries. Section headings are for purposes of convenience only. "Products" as used herein shall include products, parts and accessories furnished Purchaser by Atlas Copco. Orders shall be subject to acceptance at Atlas Copco Compressors LLC's principal corporate offices in Rock Hill, South Carolina.
2. **FORCE MAJEURE** – Atlas Copco shall not be liable for loss, damage, detention, or delay, nor be deemed to be in default from causes beyond its reasonable control or from fire, strike or other concerted action of workmen, act or omission of any governmental authority or of Purchaser, compliance with import or export regulations, insurrection or riot, embargo, delays or shortages in transportation, or inability to obtain necessary engineering talent, labor, materials, or manufacturing facilities from usual sources. In the event of delay due to any such cause, the date of delivery will be postponed by such length of time as may be reasonably necessary to compensate for the delay.
3. **NEW COMPRESSOR WARRANTY**
 - A. **ZS Series COMPRESSOR**

Atlas Copco warrants to the end user that all stationary compressors and Atlas Copco-designed compressor parts manufactured by Atlas Copco and affiliates shall be free of defects in design, material and workmanship for a period of 24 months from date of initial start up. This provision applies to new and/or any subsequent replacement of the compression. See **Component Warranty** for additional coverage. Above conditions apply except as set forth in **Warranty Scope & Limitations**.
 - B. **Component Warranty: New Motors Installed in ZS Series**

Atlas Copco warrants to the end user that the factory installed motor for the above mentioned Atlas Copco stationary compressor shall be free of defects in design, material and workmanship for a period of 24 months from date of initial start-up.. This provision applies to new and/or any subsequent replacement of the new motor.
 - C. **Component Warranty: New VSD Drives Installed in ZS Series**

Atlas Copco warrants to the end user that the factory installed VSD drive for the above mentioned Atlas Copco stationary compressor shall be free of defects in design, material and workmanship for a period of 24 months from date of initial start-up. This provision applies to new and/or any subsequent replacement of the VSD Drives.
 - D. **Component Warranty: Compression Element**

Atlas Copco warrants to the end user that the factory installed compression element shall be free of defects in design, material and workmanship for a period of 60 months from date of initial start-up. This provision applies to new and/or any subsequent replacement of the compression element.
 - E. **Standard Parts Warranty**

Except as provided above, Atlas Copco warrants Products or parts thereof repaired or replaced pursuant to the above warranty under normal and proper use, storage, handling, installation, and maintenance, against defects in design, workmanship and material for a period of ninety (90) days from date of start-up of such repaired or replaced Products or parts thereof or the expiration of the original Product warranty, whichever is longer.
 - F. **Spare Parts Warranty**

Except as provided above, standard Atlas Copco warranty on all replacement spare parts purchased from an authorized selling agent shall be 90 days on material and 30 days on labor/mileage. The following major components shall be warranted for 12 months on material and 90 days on labor/mileage; coolers, elektronikons, gear casings, air/oil separator tanks, electric motors, and variable speed drives (as applicable). Atlas Copco will repair or replace any warrantable spare part that is deemed to have failed due to manufacturing defect. This warranty does not cover failures due to improper use, application, storage, installation, or maintenance.
 - G. If Products do not meet the above-stated warranties, Purchaser shall promptly within the applicable above-stated warranty period notify Atlas Copco in writing. Seller shall at its option (i) replace the defective Product; or (ii) repair the defective Product. Atlas Copco will determine at its sole discretion which of the above-mentioned options (repair, or replacement) Seller will take. This warranty is exclusive and in lieu of all other warranties, or conditions, written or oral, expressed or implied, including, without limitation, all warranties, or conditions, of merchantability or fitness for a particular purpose, all of which are hereby disclaimed. There shall be no liability for incidental, consequential or special damages, or any other damages, costs or expenses, excepting only the cost or expense of replacement or repair as specified herein.
4. **INFORMATION FURNISHED PURCHASER** – Any design, manufacturing drawings or other information or materials submitted to the Purchaser and not intended for dissemination by Purchaser remain the exclusive property of Atlas Copco and may not, without its consent, be copied or communicated to a third party. Atlas Copco acknowledges the requirements of the Freedom of Information Act ("FOIA") and agrees to cooperate with the Village and in compliance with the Freedom of Information Act, 51LCS 140/4 et seq. In addition, Atlas Copco shall produce, without cost to the Village, records which are responsive to and not exempt from a request received by the Village under the Freedom of Information Act within two (2) business days of the request being made by the Village, so that the Village may provide records to those

requesting them within the time frames required. Atlas Copco shall advise the Village if it maintains that any such records are exempt from disclosure, provided, however that in the event that the Village is found to have not complied with the Freedom of Information Act, based upon Atlas Copco's failure to produce documents or otherwise appropriately respond to a request under the Act, then Atlas Copco shall indemnify and hold harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorney fees and penalties.

- 5. PATENT INDEMNITY** – For purposes only of this Section 10, where used, the designation "Atlas Copco" shall be deemed to mean Atlas Copco North America Inc. and its subsidiaries. Atlas Copco shall at its own expense defend any suits or proceedings brought against purchaser insofar as based on an allegation that Products furnished hereunder constitute an infringement of any claim of any patent of the United States of America, other than a claim covering a process performed by said Products or a product produced by said Product, provided that such Products are manufactured by Atlas Copco, are not supplied according to Purchaser's detailed design, are used as sold by Atlas Copco. Purchaser shall have made all payments then due hereunder, and Atlas Copco is notified promptly in writing and given authority, information and assistance for the defense of said suite or proceeding; and Atlas Copco shall pay all damages and costs awarded in any suit or proceeding so defended, provided that his indemnity shall not extend to any infringement based upon the combination of said Products or any portion thereof with other Products or things not furnished hereunder unless Atlas Copco is a contributory infringer. Atlas Copco shall not be responsible for any settlement of such suit or proceeding made without its written consent. If in any suit or proceeding defended hereunder any Product is held to constitute infringement, and its use is enjoined, Atlas Copco shall, at its option and its own expense, either replace said Products with non-infringing Products; or modify them so that they become non-infringing; or remove them and refund the purchase price and the transportation costs thereof. THE FOREGOING STATES THE ENTIRE LIABILITY OF ATLAS COPCO AND AFFILIATES WITH RESPECT TO PATENT INFRINGEMENT.

To the extent that said Products or any portion thereof are supplied according to Purchaser's detailed design or instructions, or modified by Purchaser, or combined by Purchaser with equipment or things not furnished hereunder, except to the extent that Atlas Copco is a contributory infringer, or are used by Purchaser to perform a process, or produce a product, and by reason of said design, instructions, modification, combination, performance or production, a suit or proceeding is brought against Atlas Copco, Purchaser agrees to indemnify Atlas Copco in the manner and to the extent Atlas Copco indemnities Purchaser in this Section 10 insofar as the terms hereof are appropriate.

- 6. ASSIGNMENT** – Any assignment of this contract or any rights hereunder, without prior written consent of Atlas Copco by a duly authorized representative thereof shall be void.
- 7. TERMINATION** – Any order or contract may be cancelled by Purchaser only upon payment of reasonable charges (including an allowance for profit) based upon costs and expenses incurred, and commitments made by Atlas Copco.
- 8. PARTIAL INVALIDITY** – If any provision herein or portion thereof shall for any reason be held invalid or unenforceable, such invalidity or enforceability shall not affect any other provision or portion thereof, but these conditions shall be construed as if such invalid or unenforceable provision or portion thereof had never been contained therein.
- 9. APPLICABLE LAW AND VENUE.** The validity, performance, interpretation and enforcement of this order/contract shall be governed by the laws of the State of Illinois without giving effect to its conflict of laws provision. Any disputes arising out of or relating to the interpretation and effect of this order/contract shall be instituted in the state courts of DuPage County, Illinois.

ATTACHMENT "C"

See separate document

VILLAGE OF CAROL STREAM, ILLINOIS
WATER RECLAMATION CENTER IMPROVEMENTS

HSI BLOWER REPLACEMENT

ATTACHMENT C

SCOPE OF SERVICES

1. Act as the Village's representative with duties, responsibilities and limitations of authority as assigned in the construction contract documents.
2. DESIGN DRAWINGS
 - Prepare Design Documents consisting of Drawings showing the scope, extent and character of construction work to be furnished and performed by the Contractor.
3. CONSTRUCTION ADMINISTRATION
 - Research and prepare written response by Engineer to requests for information from the Village and Contractor(s).
 - Visit site for commissioning and start-up of new Blower No. 5, prepare deficiency list, and final walkthrough.
4. FIELD OBSERVATION
 - Engineer will provide Resident Project Representatives at the construction site on a periodic part-time basis. Engineer expects that it will take not more than two (2) hours per regular weekday on-site visit, not including legal holidays, and up to 20 total hours for the key construction milestone activities defined by the Engineer below, to assist the contractor(s) with interpretation of the Drawings and Specifications, to observe in general if the contractors' work is in conformity with the Final Design Documents, and to monitor the contractors' progress as related to the Construction Contract date of completion:
 - Onsite discussion and coordination with Contractor immediately prior to the commencement of the masonry demolition and reconstruction.
 - Onsite observation of masonry work prior to completion of masonry activities.
 - Onsite discussion and coordination with Contractor prior to commencement of the removal of existing Blower No. 5 and Blower No. 6, demolition of existing air piping, and installation of new air header piping and appurtenances.
 - Onsite observation of concrete pad, reinforcement, and forming for new Blower No. 5, prior to pouring of concrete.
 - Onsite observation of electrical work to generate list of deficiencies associated with new Blower No. 5 prior to energizing and start-up of new Blower No. 5.
 - Onsite observation to confirm completion of deficient electrical work associated with new Blower No. 5 immediately prior to energizing and start-up of new Blower No. 5.
 - Onsite observation of the commissioning and start-up of new Blower No. 5.
 - Onsite observation of the installation of the masonry wall and window.

- Onsite observation of the completed work to generate a final list of deficiencies.
- Onsite observation to verify completion of the list of deficiencies.
- Per the scope detailed above in this Paragraph 4 and in accordance with generally accepted engineering practices for projects of this type in this geographic area, Engineer will periodically observe the work during construction and after its completion. The Engineer shall notify the Owner and the contractor of any observable work that does not conform to or is inconsistent with the construction documents, which work Engineer has the authority to reject. Engineer shall not supervise, direct, control, or have charge or authority over any contractors' work, nor shall the Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents, which contractor is solely responsible for its errors, omissions, and failure to carry out the work. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or any other person, (except Engineer's own agents, employees, and consultants) at the site or otherwise furnishing or performing any work; or for any decision made regarding the contract documents, or any application, interpretation, or clarification, of the contract documents, other than those made by the Engineer.

5. COMPLETION OF PROJECT

- Provide construction inspection services when notified by the contractors that their work is complete. Prepare written list of deficiencies during the final completion inspection. Provide final walkthrough when notified by the contractors that the list of deficiencies is complete.

I:\Crystal Lake\CRSTV\160694-WRC HSi Blower Warranty\10-Proposal\Work\Scope of Services.docx



DAHME MECHANICAL INDUSTRIES, INC.

610 S. ARTHUR AVE.

ARLINGTON HEIGHTS, IL 60005

847-253-0341 FAX 847-253-9501

July 27, 2017

Atlas-Copco Compressors LLC
3042 Southcross Blvd
Suite 102
Rock Hill, SC 29730

Attn: John Conover, National Sales Manager

Re: Atlas-Copco/HSi Blower Replacement
Carol Stream, IL

Sir:

Dahme Mechanical Industries, Inc. is pleased to submit our scope of work for the above mentioned project as shown and/or described in the drawings received via email from Baxter and Woodman dated February 27, 2017, and with piping and scope changes made internally (by DMI) to reflect installation concepts to be utilized at a similar project in Bloomingdale, IL:

Sequence of Construction:

1. Receive and stage new A-C blower and appurtenances.
2. Furnish dumpsters and port-o-let for duration of construction.
3. Remove window and provide masonry opening in west wall of Blower Building 1; provide removable plywood protection of opening until wall is rebuilt.
4. Remove blowers #5 and #6, pad for blower #6, and related piping to the limits shown.
5. Cap off existing and connect new piping to existing air main during coordinated outage of less than four hours.
6. Repair floor at old pad location and pour pad for new A-C blower.
7. Remove enclosure to the limits required and install new A-C blower; reassemble enclosure once blower is placed on pad.
8. Install new discharge piping from blower to new connection on existing air main.
9. Install new intake piping by connecting to the existing intake at blower #6 location and connecting to a fabricated sheet metal intake box mounted over the intake connection on the new A-C blower.
10. Rebuild masonry wall and replace window.
11. Commission new A-C blower.

Site-Specific Scope Inclusions:

- We include all our own hoisting, rigging, scaffolding, fall protection, confined space, and any other tools, equipment, and gear necessary to build the project per our scope as written above.
- Electrician/controls integrator and the Owner/Engineer is included.
- It is expected that the materials on this project will be tax exempt.

Exclusions:

- All landscape or roadway restoration
- All electrical, painting, controls, or any work not covered by our trade agreements are not included and must be provided by others *unless specifically included above*

Exclusions (cont.):

- Existing utilities not shown on the drawings or included in the J.U.L.I.E. system
- Erosion/dust control, straw bales, silt fence
- ALL bonds, permits, fees, sales tax, special insurance
- Removal/replacement of any existing structure, object, or facility

Dahme Mechanical Industries, Inc. standard insurance is included. Payment terms are net 30 days as invoiced, no retention held.

Total Price.....\$109,643.00

Price is firm for (30) days. If there are any questions, please contact Kris Komorn at (847) 253-0341.

Sincerely,

Kris Komorn

Kris Komorn

Dahme Mechanical Industries, Inc.

kkomorn@dahmemechanical.com

AGENDA ITEM
H-5 9-5-17

Village of Carol Stream
INTER-DEPARTMENTAL MEMO

TO: Mayor and Trustees

FROM: Robert Mellor, Assistant Village Manager

DATE: September 1, 2017

RE: Waiver of the requirement that the Construction Manager bid the Roofing CSMC BP#3 contract for the Gregory J. Bielawski Municipal Center Renovation Project

On July 28, 2017, sealed bids for Bid Package No. 3 were opened that included Storm Sewer Improvements, Masonry, Aluminum & Glass, Asphalt Paving, Carpentry, Landscaping and Roofing.

All bids came in under, at or close to budget, except for Roofing. MTI invited 19 roofing companies to prequalify and bid the roofing. Nine roofing bidders pre-qualified to bid this project. Nine roofing bidders downloaded bid packets.

We received only one roofing bid and it was over budget due, in large part, to the specified roof screen system for the roof-top HVAC equipment and the requirement to continue with and utilize the existing Derbigum (modified bitumen) manufacturer's material only warranty that most roofing contractors do not use anymore. The existing roof is 13-years old with an average life of 20 years.

Our construction manager MTI believes and Williams Architects concurs, there are alternative and less expensive roof screen systems that will attract more than one bidder and will result in a reduction in the overall cost of the roofing for the project. This will also provide more competitive Alternative ADD bid proposals for replacing the existing roof system with a new "matching and equal warranty" roof system as specified for the new addition.

MTI is requesting Village Board authorization to waive the requirement that the Construction Manager bid the roofing CSMC BP#3 contract for the Gregory J. Bielawski Municipal Center Renovation Project. This will allow them to negotiate with roofing companies a price and type of work that meets our needs.

Because we are trying to get the building under roof prior to the onset of more costly winter conditions, it is critical the roofing be awarded soon. If MTI is required to rebid the roofing contract we may lose some qualified bidders, costs could go up and we would be into mid-to-late November before a contract could be awarded. The HVAC roof screen supports need to be submitted for shop drawing approval, fabricated and installed before the new roof insulation and membrane can be installed, which adds additional urgency to award the roofing contract.

I am available to answer any questions regarding this proposal and recommendation.

Cc: Joseph E. Breinig, Village Manager
Andy Jones, President, President, MTI Construction Management
Steve Karecki, Project Manager, MTI Construction Management
Mark Bushhouse, President, Williams Architects
Andrew Caputo, Project Architect, Williams Architects

Village of Carol Stream
Interdepartmental Memo

DATE: September 1, 2017
TO: Mayor and Trustees
FROM: Tia Messino, Assistant to the Village Manager
RE: Proposal for November 4, 2017 Joint Recycling Event

Over the past two years, the Village has hosted a Pumpkin Recycling event the first Saturday after Halloween at Town Center. This event has been conducted in partnership with SCARCE, Flood Brothers, and the Glenbard North Green Panthers.

This year on November 4th, the Village is reviewing the option to do a joint Pumpkin and Electronics Recycling event at the WRC by partnering with SCARCE, Glenbard North Green Panthers, Flood Brothers and a nonprofit recycling organization called eWorks. eWorks is a nonprofit recycling company, used by the county, whose proceeds benefit the developmentally disabled by providing them work opportunities.

The event would be of no direct cost to the Village. Participants would pay a \$25 fee for small televisions and monitors (21 inches or less) and \$35 for larger televisions and monitors over 22 inches. All other approved electronics would be recycled for free. It is common at similar recycling events to charge for televisions and monitors due to their high disposal costs. The agencies that have not charged for televisions or monitors have paid tens of thousands of dollars.

Items Accepted:

Pumpkins-cleared of wax and decorative additions
Computers & Peripherals
Office Electronics
Small Home Appliances
Home Improvement Products
Home Entertainment
And More

eWorks would provide the equipment, labor, and money collection process for the electronics recycling (accepting cash and credit cards). They would also provide a certificate proving the items have been properly disposed. Attached is an example flyer and layout for the proposed event. Staff is seeking direction on whether to move forward with the combined recycling event.

ELECTRONICS RECYCLING COLLECTION

PROCEEDS TO BENEFIT THE DEVELOPMENTALLY DISABLED

ITEMS ACCEPTED

Computers & Peripherals

PCs
Main Frames
Modems
Printers
Monitors
Terminals
Tape Drives
CD-ROM Drives
Floppy Disk Drives
Plotters
Mouse
Keyboards
Scanners
Cables

Office Equipment & Products

Telephones
Phone Systems
Answering Machines
Fax Machines
Copy Machines
Cellular Phones
Pagers
Postage Machines

Small Home Appliances, Home Improvement Products

Hair Dryers
Circuit Breaker Boxes
Rechargeable Batteries
Power Tools
Electronic Motors
Wire
Fixtures
Toasters
Coffee Makers (No Glass)
Blenders, Mixers, etc. (No Glass)

Home Entertainment & Other Items

TVs
VCRs
DVD Players
Stereo Equipment
Joy Sticks
Cameras
Camcorders
Video Game Players

Collection sponsored by eWorks ESI and is open to individuals and small businesses. If you have more than 50 items (3 pallets or greater) please contact eWorks to arrange for a special pickup. Donation fee will apply for all televisions and monitors.

CRT, Flat Screens, Projection TVs And Monitors

Under 21 inch screen = \$25.00 per unit

21 inch screen and over = \$35.00 per unit

Cash or Credit Card accepted - Please No Checks

Village of Carol Stream

Water Reclamation Center

245 Kuhn Road

Carol Stream, IL

November 4th

From 8:00 am to 12:00 pm

ITEMS NOT ACCEPTED

Large appliances, hazardous and chemical waste, smoke detectors, wooden speakers will not be accepted. All items should be delivered unboxed and free of excess packaging materials.

Questions? Contact Us!

217-364-7543

www.eworksesi.org

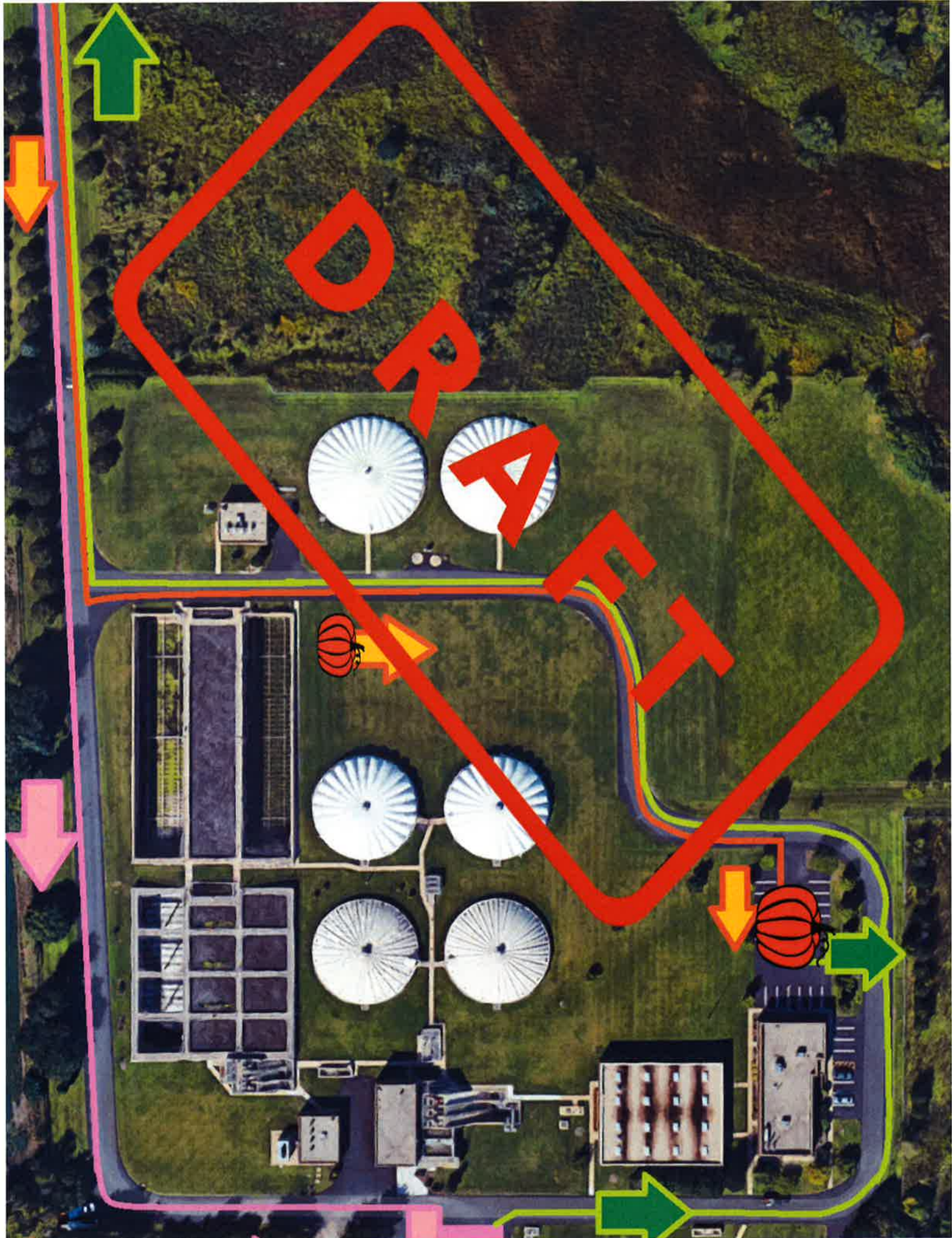
Passenger vehicles only:
No box trucks, semis, etc.

Sponsored By




eWorks
Electronics Services Inc.





DRAFT

Village of Carol Stream
Interdepartmental Memo

TO: Mayor and Trustees
FROM: Joseph E. Breinig, Village Manager 
DATE: August 29, 2017
RE: Liquor License – Armanetti’s – 521 Schmale Road

On July 17, 2017 the Village Board approved Ordinance 2017-07-31 decreasing the number of Class C Liquor Licenses by one and increasing the number of licenses by one for the sale of Armanetti’s, 521 Schmale Road from P&M Liquors, Inc. d/b/a Armanetti’s to Somras Corp. d/b/a Armanetti Fine Wine & Spirits. Attached you will find a letter from the principal of Somras Corp. withdrawing their liquor license application and advising that the transaction did not occur. Also attached is an Ordinance reversing the action taken on July 17.

P&M Liquors, Inc. d/b/a Armanetti’s never surrendered their liquor license and is currently in good standing with a valid liquor license. Somras Corp. has been advised that because they have withdrawn their application, they will need to reapply and start over should the transaction resume.

JEB/dk

Attachments

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 11, ARTICLE 2 OF THE
CAROL STREAM CODE OF ORDINANCES BY DECREASING THE NUMBER
OF CLASS C LIQUOR LICENSES FROM 18 TO 17 (SOMRAS CORP. d/b/a
ARMANETTI FINE WINE & SPIRITS, 521 SCHMALE ROAD) AND INCREASING
THE NUMBER OF CLASS C LIQUOR LICENSES FROM 17 TO 18 (P&M LIQUORS,
INC. d/b/a ARMANETTI'S, 521 SCHMALE ROAD)**

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

SECTION 1: That Chapter 11, Article 2 of the Carol Stream Code of Ordinances,
Classification of Liquor Licenses, be and the same is hereby amended by decreasing the number
of Class C Liquor Licenses from 18 to 17.

SECTION 2: That Chapter 11, Article 2 of the Carol Stream Code of Ordinances,
Classification of Liquor Licenses, be and the same is hereby amended by increasing the number
of Class C Liquor Licenses from 17 to 18.

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

PASSED AND APPROVED THIS 5th DAY OF SEPTEMBER, 2017.

AYES:

NAYS:

ABSENT

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

Somras Corp.
Attn: Manahar Patel
1170 E. Higgins Road
Elk Grove Village, IL 60007
Phone: (847) 312-6201
Manahar@gmail.com

August 23, 2017

Subject: Withdrawal of Retail Liquor license for Armanetti Wine & Spirits, 521 S. Schmale Road.

Village of Carol Stream
500 North Gary Ave.
Carol Stream, IL 60188

To whom it may concern:

We had applied for the Retail liquor license for purchase of an existing business Armanetti wine & Spirits, located at 521 S. Schmale Road, Carol Stream. License was approved in July meeting.

For unfortunate reason, our business takeover deal has been dead and we no longer need Liquor license for the location. Therefore I'm requesting to withdraw our application and issuance of Liquor license. Please accept my apology for any problem or extra work created by the application.

Should you have any question or concern then please do not hesitate to contact me at above contact info.

Thank you.

Sincerely



Manahar Patel

AN ORDINANCE APPROVING A SPECIAL USE PERMIT TO ALLOW FOR OUTDOOR ACTIVITIES AND OPERATIONS IN THE FORM OF TRAILER PARKING AND STORAGE IN THE I INDUSTRIAL DISTRICT (PANATTONI DEVELOPMENT COMPANY, 245 E. KEHOE BOULEVARD)

WHEREAS, John Pagliari of Panattoni Development Company, hereinafter referred to as the Petitioner, has petitioned the Village of Carol Stream for a Special Use Permit to allow for outdoor activities and operations in the form of trailer parking and storage in the I Industrial District, as provided in Section 16-10-2(B)(14) of the Carol Stream Code of Ordinances, on the property legally described in Section 2 herein and commonly known as 245 E. Kehoe Boulevard, 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 August 28, 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 Permit be approved; and

WHEREAS, the Combined Plan Commission/Zoning Board of Appeals has filed its Findings and Recommendations regarding the Special Use Permit 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 to allow for trailer parking and storage, and the Findings and Recommendations of the Combined Plan Commission/Zoning Board of Appeals, have determined and find that the requested Special Use Permit:

1. Is deemed necessary for the public convenience at the location. *The speculative office/warehouse building is deemed more attractive to potential users if trailer storage is an allowable option for the property, and the applicant has provided suitable screening for the proposed trailer storage.*
2. Will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare. *Since the outdoor storage is proposed to be properly screened, this outdoor activity should 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. *Other properties within the Industrial District have received Special Use approval for outdoor activities and operations in the form of trailer parking and storage, with no apparent injury to the use or enjoyment of properties in the immediate vicinity or diminution or impairment to 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. *Most of the surrounding properties are already developed. As such, there should be no impact on the normal and orderly development and improvement of surrounding properties.*
5. Will provide adequate utilities, access roads, drainage and other important and necessary community facilities. *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 will conform to all applicable codes and requirements.*

SECTION 2:

The Special Use Permit, as set forth in the above recitals, is hereby approved and granted to the Panattoni Development Company subject to the conditions set forth in Section 3, upon the real estate commonly known as 245 E. Kehoe Boulevard, Carol Stream, Illinois, and legally described as follows:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEGINNING AT A POINT ON THE EAST RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL RAILROAD INDUSTRIAL LEAD, SAID POINT BEING 1326.11 FEET EASTERLY ALONG THE CENTERLINE OF KEHOE BOULEVARD FROM THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32, AND 40.0 FEET NORTHERLY OF THE CENTERLINE OF KEHOE BOULEVARD; THENCE FROM SAID POINT OF BEGINNING SOUTH 89 DEGREES 58 MINUTES 00 SECONDS EAST ALONG THE NORTH RIGHT OF WAY LINE OF KEHOE BOULEVARD A DISTANCE OF 649.16 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 33 SECONDS EAST ALONG THE WEST RIGHT OF WAY LINE OF KIMBERLY DRIVE A DISTANCE OF 750.00 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 41 SECONDS WEST; A DISTANCE OF 599.28 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 30 SECONDS EAST A DISTANCE OF 200.0 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 42 SECONDS WEST A DISTANCE OF 50.0 FEET TO THE EAST RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL RAILROAD; THENCE SOUTH 00 DEGREES 01 MINUTES 30 SECONDS WEST ALONG SAID EAST RIGHT OF WAY OF THE ILLINOIS CENTRAL RAILROAD INDUSTRIAL LEAD A DISTANCE OF 950.00 FEET TO A POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

hereinafter referred to as the Subject Property.

SECTION 3:

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

1. That no more than 42 trailers be permitted to be parked outdoors on the west side of the property, and that cargo containers not on a trailer may not be stacked or stored on the property;
2. That all landscape materials shall be maintained in a neat and healthy manner, with dead or dying materials replaced with the approved size and species type per the approved landscape plan on an annual basis;
3. That the fence proposed to screen the trailer parking shall be seven-feet tall, board-on board cedar fencing;
4. That the entire parking lot shall be striped in accordance with the Village's looped parking stall striping requirements; and
5. That the site must be maintained and any future businesses must be operated in accordance with all State, County and Village codes and regulations.

SECTION 4:

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

1. Site Plan (Exhibit A, dated August 18, 2017), prepared by Harris Architects, Inc., 4801 W. Emerson Avenue 210, Palatine, Illinois, 60067.
2. Landscape Plan (Exhibit B, dated August 16, 2017), prepared by David R. McCallum Associates, Inc., 350 N. Milwaukee Avenue, Libertyville, Illinois, 60048.

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 5th DAY OF SEPTEMBER, 2017.

AYES:

NAYS:

ABSENT:

ATTEST:

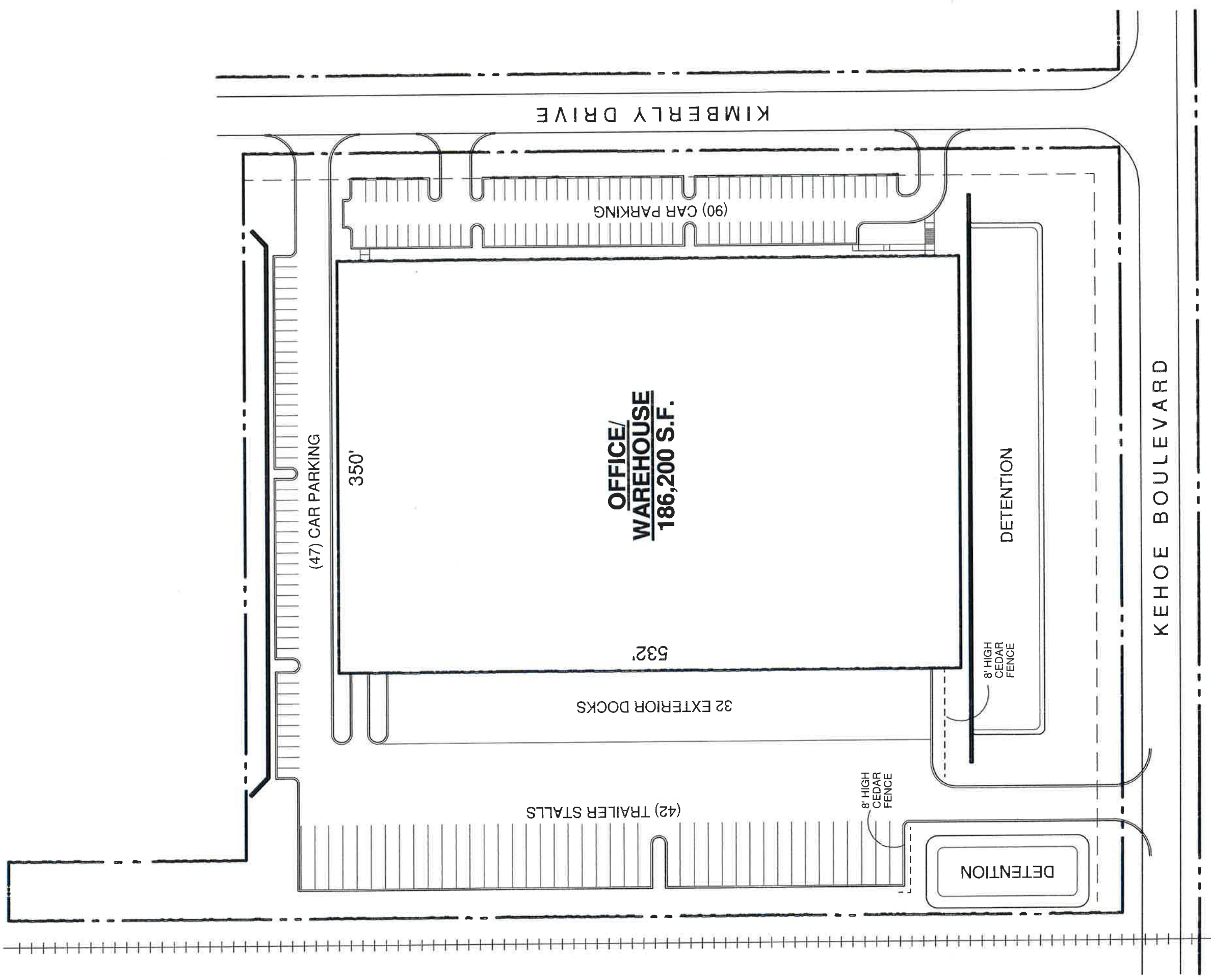
Frank Saverino, Sr. Mayor

Laura Czarnecki, Village Clerk

I, John Pagliari, 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 permit. Panattoni Development Company 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 AREA (±11.75 AC.) 511,944 S.F.

BUILDING AREA 186,200 S.F.

TOTAL EXTERIOR DOCKS 32 DOCK

DRIVE IN OVERHEAD DOORS 2 DOORS

PARKING

PARKING PROVIDED 137 STALLS

TRAILER STALLS 42 STALLS

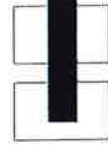
CONCEPTUAL MASTER SITE PLAN FOR:

NEW OFFICE/WAREHOUSE

245 EAST KEHOE BOULEVARD CAROL STREAM, ILLINOIS

SITE PLAN

213215 NAE 08-18-2017



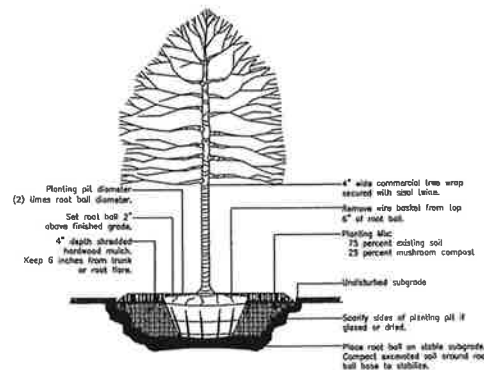
3	Fence Addition per Village	08/15/17
2	Village Review Comments	08/15/17
1	For Review	07/27/17
Mark	Description	Date

Number
489177

Scale
1"=40'

File
489177-3A

Sheet
L10



Detail
Deciduous Tree Planting

Geese Barrier Control

The Landscape Contractor shall install and maintain temporary goose protection fencing and netting to protect all native seeds during the period of establishment and sufficient growth. Fencing shall consist of 6-foot 2"x2" wood stakes 40" above grade set 6' on center with 48" high, 2"x2" mesh chicken wire fencing around the retention basin perimeter. 100-pound monofilament line shall be set 18" above the seeded areas arranged on a 10-foot grid, flagged with red ribbon tops 30-feet on center.

No Mow Seed Mix

Longfellow Chewings Fescue	23.60%
Sheep Fescue	23.05%
Charoi, Hard Fescue	11.84%
Shearline Slender Creeping Red Fescue	11.90%
Navigator Creeping Red Fescue	12.38%
Heron Hard Fescue	11.76%
Duff Annual Ryegrass	3.99%

Applied at the rate of 5 lbs. per 1,000 square feet.

Cover with NAC D575 Erosion Control Blanket.

Short Grass Prairie Seed Mix

Grasses	Botanical Name	Common Name	Oz./Acres	Total lbs./Acres
Andropogon scoparius	Little Bluestem	240		
Bouteloua curtipendula	Side Oats Grama	56		
Elymus canadensis	Canada Wild Rye	24		
Total Grasses:			320	20

Forbs	Botanical Name	Common Name	Oz./Acres	Total lbs./Acres
Asclepias tuberosa	Butterfly Milkweed	18		
Coreopsis palmata	Prairie Coreopsis	6		
Dalea purpurea	Purple Prairie Clover	6		
Echinacea pallida	Pale Purple Coneflower	18		
Echinacea purpurea	Purple Coneflower	18		
Pentstemon digitalis	Flowering Beard Tongue	4		
Physostegia virginiana	Obedient Plant	4		
Rudbeckia hirta	Black-eyed Susan	9		
Tridaxtonia obtusifolia	Spiderwort	9		
Total Forbs:			80	5
Total Grasses and Forbs:			400	25

Temporary Cover Crop

Botanical Name	Common Name	Oz./Acres	Total lbs./Acres
Avena sativa	Common Oats	320	20

Applied at the rate of 25 lbs. per acre. | Cover with NAC S75BN Erosion Control Blanket (biodegradable).

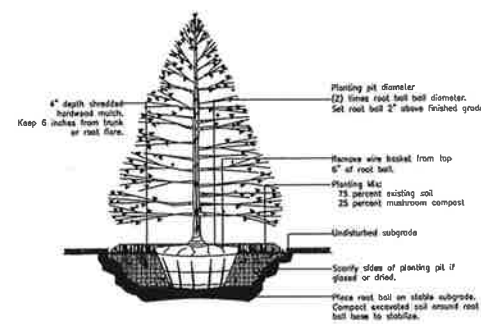
Sedge Meadow Seed Mix

Grasses, Sedges, and Rushes	Botanical Name	Common Name	Oz./Acres	Total lbs./Acres
Carex comosa	Brilliant Sedge	16		
Carex vulpinoidea	Brown Fox Sedge	16		
Elymus virginicus	Virginia Wild Rye	48		
Panicum virgatum	Switch Grass	128		
Total Grasses, Sedges, and Rushes:			208	13

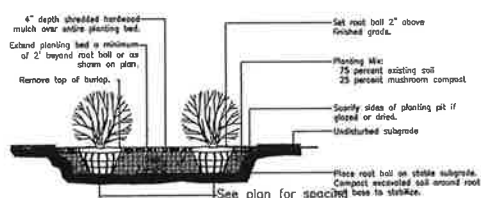
Forbs	Botanical Name	Common Name	Oz./Acres	Total lbs./Acres
Asclepias incarnata	Swamp Milkweed	8		
Helenium autumnale	Sneezeweed	2		
Labelia cardinalis	Cardinal Flower	2		
Labelia spheculifera	Great Blue Lobelia	1		
Pentstemon digitalis	Flowering Beard Tongue	2		
Physostegia virginiana	Obedient Plant	5		
Solidago rigida	Ridgell's Goldenrod	6		
Total Forbs:			32	2
Total Grasses, Sedges, Rushes and Forbs:			240	15

Temporary Cover Crop:	Botanical Name	Common Name	Oz./Acres	Total lbs./Acres
Avena sativa	Common Oats	320	20	

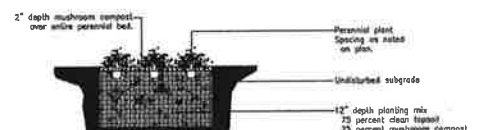
Applied at the rate of 15 lbs. per acre. | Cover with NAC S75BN Erosion Control Blanket (biodegradable).



Detail
Evergreen Tree Planting



Detail
Shrub Planting



Detail
Perennial Planting

Plant List

Shade Trees	Key	Qty.	Size	Botanical Name	Common Name	Remarks
ACF	5	2.5"	Acer x freemanii 'Autumn Blaze'	Autumn Blaze Freeman Maple	BB	
ACM	5	2.5"	Acer glabrum 'Mystic'	State Street Myrtle Maple	BB	
AES	9	2.5"	Aesculus x amabilis 'Autumn Splendor'	Autumn Splendor Horsechestnut	BB	
PTC	8	2.5"	Pinus cataractarum 'Glan's Farm'	Glan's Farm Character Pear	BB	
QUR	3	2.5"	Quercus rubra	Red Oak	BB	

Ornamental Trees	Key	Qty.	Size	Botanical Name	Common Name	Remarks
MAS	2	6"	Magnolia stellata 'Royal Star'	Royal Star Magnolia	BB/Clump	
MPF	3	6"	Morus nigra 'Prunifera'	Prunifera Mulberry	BB/Clump	
MLS	6	6"	Morus nigra	Sargent Crabapple	BB/Clump	

Evergreen Trees	Key	Qty.	Size	Botanical Name	Common Name	Remarks
ABC	7	8"	Abies concolor	Concolor Fir	BB	
PCD	7	8"	Picea glauca 'Demaris'	Black Hills Spruce	BB	
PIA	13	8"	Picea canadensis	White Spruce	BB	
PIC	15	8"	Picea pungens	Colorado Green Spruce	BB	
PSM	7	8"	Pseudotsuga menziesii	Douglas Fir	BB	

Shrubs	Key	Qty.	Size	Botanical Name	Common Name	Remarks
CT	51	24"	Calonaster acutifolius	Peking Calonaster	BB	
PVB	15	24"	Foraythia virginiana 'Bronzeania'	Bronze Dwarf Forsythia	BB	
JCS	89	24"	Juniperus chinensis var. sargentii	Sargent Juniper	BB	
RHS	43	24"	Rhus aromatica 'Gro-Low'	Gro-Low Fragrant Sumac	BB	
RKO	6	83"	Rosa 'RADcon'	Pink Flower Carpet Rose	BB	
SMK	30	24"	Syringa pebulis 'Miss Kim'	Miss Kim Dwarf Lilac	BB	
TMD	3	24"	Taxus x media 'Densiformis'	Dense Yew	BB	
VBM	56	24"	Viburnum dentatum 'Christm'	Blue Mullin Arrowwood Viburnum	BB	

Perennials	Key	Qty.	Size	Botanical Name	Common Name	Remarks
ACH	52	81"	Achillea 'Moonshine'	Moonshine Yarrow	Container	
ALL	18	81"	Allium 'Summer Beauty'	Summer Beauty Allium	Container	

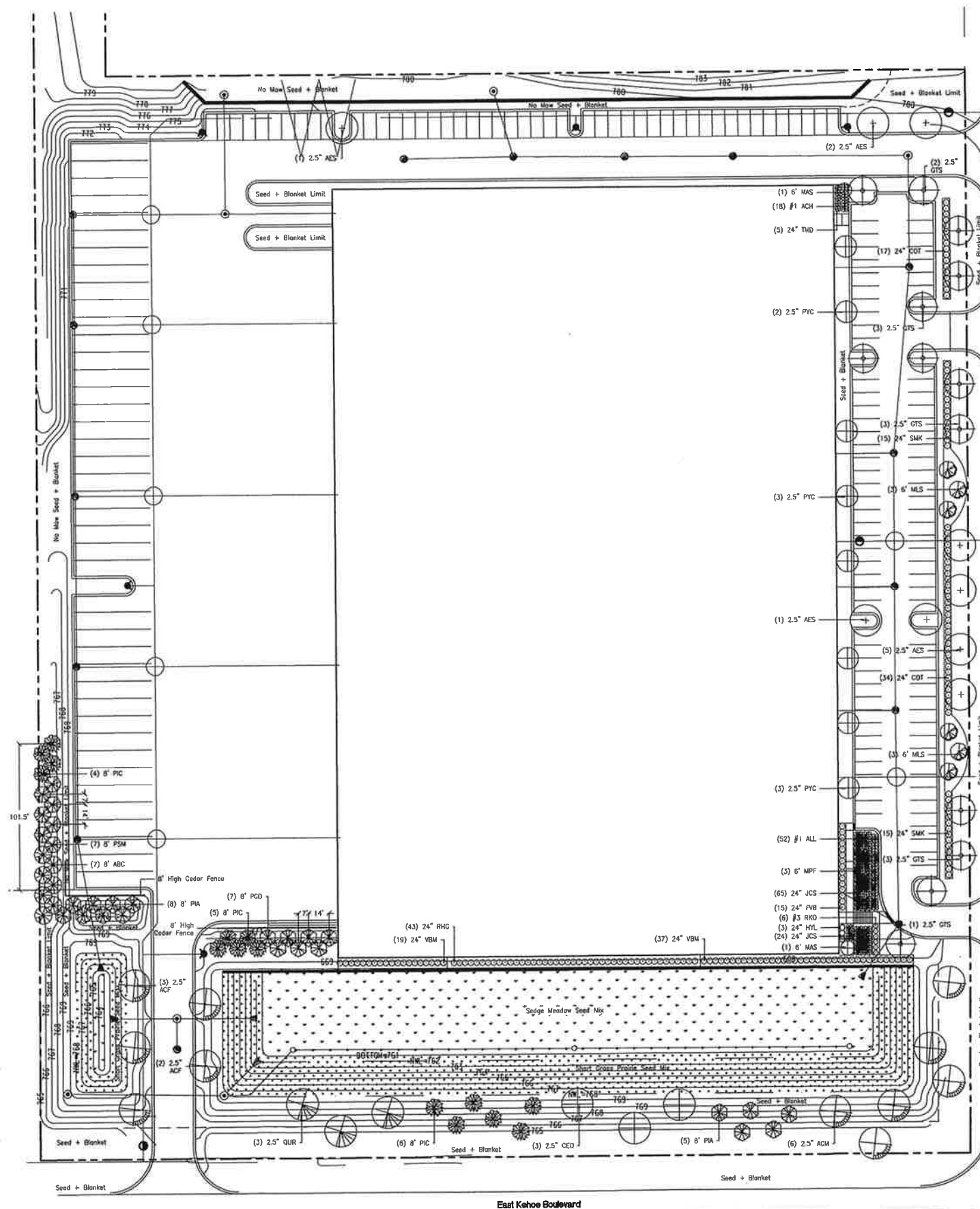



EXHIBIT B

Village of Carol Stream
Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

FROM: Donald T. Bastian, Community Development Director 

DATE: August 30, 2017

RE: **Agenda Item for the Village Board Meeting of September 5, 2017**
Resolution of Objection to DuPage County Zoning Petition Z17-030, Conor Commercial Real Estate, LLC – SW Corner North Avenue and Morton Road

In late June, the Village received notice of DuPage County Zoning Petition Z17-030, which is an application by Conor Commercial Real Estate for rezoning, a conditional use permit and three setback variations for their proposed development of a 265,000 square foot warehouse distribution facility on the 19-acre site at the southwest corner of North Avenue and Morton Road. Based on our boundary agreement with the Village of Winfield, the unincorporated property is located within Winfield's planning area. However, Winfield is not able to annex or provide sanitary sewer service to the property. Based on recent annexation activity, Carol Stream's corporate boundary is contiguous to the Conor Commercial property, and the Village's public water and sewer utilities are located within the North Avenue right-of-way adjacent to the property. Absent a modification to our boundary agreement with Winfield, the Village cannot annex or serve the property.

Community Development staff attended the DuPage County Zoning Board of Appeals public hearing for this petition on July 13, 2017, and expressed our opposition to the requested variations and conditional use permit. The public hearing was continued to September 7, 2017, and staff intends to attend the continued hearing along with the Village Attorney.

The attached Resolution of objection sets forth the Village's reasons for objecting to Conor Commercial's requests for a conditional use and setback variations. If approved by the Village Board, staff will submit the Resolution of objection to the DuPage County Zoning Board of Appeals in advance of the continued public hearing.

RECOMMENDATION

If the Village Board wishes to file a formal objection to Conor Commercial Real Estate's requests for a conditional use permit and setback variations, they should adopt the attached Resolution.

DTB:db

RESOLUTION NO. _____

**A RESOLUTION OF OBJECTION TO A REQUEST FOR APPROVAL OF
A CONDITIONAL USE FOR A WAREHOUSE DISTRIBUTION FACILITY
AND VARIATIONS TO REDUCE THE NORTH AND SOUTH PARKING AND
CIRCULATION YARDS AND THE EAST SITE CIRCULATION YARD
FOR THE PROPERTY LOCATED AT 27W460 ST. CHARLES ROAD
(DUPAGE COUNTY ZONING BOARD OF APPEALS ZONING PETITION Z17-030,
CONOR COMMERCIAL REAL ESTATE LLC)**

WHEREAS, the Corporate Authorities of the Village of Carol Stream have been advised that DuPage County is considering a request from Conor Commercial Real Estate LLC for a conditional use pursuant to Section 37-902.2 of the DuPage County Zoning Ordinance to allow a warehouse distribution facility, and requests for variations pursuant to Section 37-902.4 of the DuPage County Zoning Ordinance to reduce the north yard setback from 60 feet to 10 feet, the south yard setback from 60 feet to 30 feet and the east site circulation setback from 40 feet to 30 feet, in association with Conor Commercial Real Estate LLC's plans to construct a 265,550 square foot warehouse distribution facility at 27W460 St. Charles Road, within DuPage County, Petition Number Z17-030; and,

WHEREAS, in 1996, the Village of Carol Stream installed and has since maintained public water and sanitary sewer mains within the North Avenue right-of-way, immediately adjacent to the property that Conor Commercial Real Estate LLC ('Petitioner') proposes to develop; and

WHEREAS, in 2000, the Village of Carol Stream and the Village of Winfield entered into a boundary agreement which places the property that is the subject of Conor Commercial's petition within the planning jurisdiction of the Village of Winfield; and

WHEREAS, at the July 13, 2017, DuPage County Zoning Board of Appeals meeting, Petitioner testified that water service for the proposed development would be provided by either the Village of Carol Stream or the Village of Winfield, and that sanitary sewer service for the proposed development would be provided by the Village of Carol Stream; and

WHEREAS, Conor Commercial Real Estate LLC has not made a request to the Village of Carol Stream to serve its proposed development with the Village's public sewer and water utilities; nor, to the best of our knowledge, has Conor Commercial requested that the Village of Winfield commence the process to consider an amendment to the boundary agreement with the Village of Carol Stream; and

WHEREAS, without an amendment to the boundary agreement between the Village of Carol Stream and the Village of Winfield, the Village of Carol Stream is precluded from serving Petitioner's development with its public sewer and water utilities; and

WHEREAS, absent an agreement satisfactory to the Corporate Authorities for the delivery of public water and sanitary sewer services, the Village of Carol Stream will not provide such services to Conor Commercial Real Estate's proposed development; and

WHEREAS, the Petitioner's requests for a conditional use permit and zoning variations before the DuPage County Zoning Board of Appeals are premature given that Petitioner has not secured access to the necessary public utilities that would serve the development, and further, that in the event that access to the necessary public utilities cannot be secured, Petitioner has not submitted a site plan demonstrating that the development is feasible with the inclusion of the necessary facilities for a water well and septic field; and

WHEREAS, On August 17, 2017, the Village of Carol Stream filed a Memorandum in Opposition to Zoning Petition Z17-030 with the DuPage County Department of Economic Development & Planning, which is attached hereto as Exhibit A; and

WHEREAS, the Corporate Authorities concur in such concerns.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, DU PAGE COUNTY, ILLINOIS, as follows:

SECTION 1: That the DuPage County Zoning Board of Appeals, Development Committee and County Board be and hereby are notified of the opposition of the Corporate Authorities of the Village of Carol Stream to the granting of a conditional use permit and zoning variations as requested in ZBA Zoning Petition Z17-030, submitted by Conor Commercial Real Estate LLC.

SECTION 2: This Resolution shall be in full force and effect upon its passage, and approval in accordance with law.

PASSED AND APPROVED THIS 5th DAY OF SEPTEMBER, 2017

AYES:

NAYS:

ABSENT:

ATTEST:

Frank Saverino, Sr., Mayor

Laura Czarnecki, Village Clerk

EXHIBIT A



20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903
T 312 984 6400 F 312 984 6444

15010 S. Ravinia Avenue, Ste 10
Orland Park, Illinois 60462-5353
T 708 349 3888 F 708 349 1506

DD: 312-984-6417
jarhodes@ktjlaw.com

www.ktjlaw.com

August 17, 2017

By U.S. Mail and email to Paul.Hoss@dupageco.org

Paul Hoss
Zoning Administration Coordinator
DuPage County, Department of Economic Development & Planning
Jack T. Knuepfer Building
421 N. County Farm Road
Wheaton, Illinois 60187

Re: Zoning Petition No. Z17-030
27 W 640 St. Charles Road, Carol Stream, Illinois 60188
PIN: 01-36-300-002; 004

Dear Mr. Hoss:

Enclosed you will find a copy of the Memorandum of the Village of Carol Stream in Opposition to Zoning Petition Z17-030 and in Response to the Applicant's Brief.

Very truly yours,

KLEIN, THORPE & JENKINS, LTD.

A handwritten signature in black ink that reads 'James A. Rhodes'. The signature is fluid and cursive, with the first name 'James' being the most prominent part.

James A. Rhodes

cc. Joseph Breinig
Don Bastian
Brian Liston
Thomas Goodwyn

**BEFORE THE ZONING BOARD OF APPEALS
DUPAGE COUNTY, ILLINOIS**

In re: the Application of Conor Commercial Real Estate, LLC for Zoning Map Amendment, Conditional Use Approval and Variations for the Property at:)	
)	
)	
)	
)	Petition No. Z17-030
27W640 St. Charles Road)	
Carol Stream, Illinois 60188)	
PIN: 01-36-300-002 and 004)	

**MEMORANDUM OF THE VILLAGE OF CAROL STREAM
IN OPPOSITION TO ZONING PETITION Z17-030**

The Village of Carol Stream, by and through its attorneys, Klein, Thorpe & Jenkins, Ltd. submits this memorandum in opposition to the Zoning Petition of Conor Commercial Real Estate, LLC. and in Response to the Applicant’s Brief in Support of its Zoning Petition No. Z17-030.

I. Background

The property which is the subject of the Zoning Petition is an approximately 19 acre vacant parcel of property located in unincorporated Du Page County at the southwest corner of North Avenue and Morton Road (the “Property”). It is bounded by North Avenue to the north, Morton Road to the East, St. Charles Road to the South and parcel of land with a motel to the west. On August 7, 2017, the corporate authorities of the Village of Carol Stream annexed two properties directly to the east of the Property and the corporate limits of the Village of Carol Stream is now contiguous to the Property. The Property is currently zoned B-2.

The Applicant is seeking rezoning of the Property to OR Office Research, a Conditional Use Permit to construct a building for warehousing, manufacturing and distribution and three variations from the County’s setback requirements. The Applicant seeks variations to the yard setback requirements of Section 37.902.4 of the County’s Zoning Code, including a reduction of the required east yard 40 foot setback to 30 feet; a reduction of the north yard setback from the

required 60 foot setback to 10 feet and a reduction of the south yard setback from the required 60 foot setback to 30 feet. The Village of Carol Stream does not challenge the use of the land for warehouse or distribution purposes. The Village opposes the variations and the Conditional Use Permit and requests that the Zoning Board of Appeals recommend denial of those requests. It is the Village's position that the Applicant has not met the County's requirements for the granting of those variations and that the request for the Conditional Use Permit is premature.

II. THE VILLAGE OF CAROL STREAM HAS STANDING TO OBJECT TO THE ZONING PETITION.

The Applicant first sets forth what it believes to be the current statutory and Illinois case law which governs the Applicant's requests. It states that a municipality such as the Village of Carol Stream has no standing to challenge or attack the county's rezoning of unincorporated property. Why the Applicant raises this issue is unclear. The issue of a municipality's standing to challenge a county zoning decision has no bearing upon the Applicant's request.

The Property is currently located within unincorporated DuPage County and DuPage County has the authority and jurisdiction over the zoning and zoning regulations for the Property. 55 ILCS 5/5-12001 et seq. The Villages of Carol Stream and Winfield have the right to object to the petitions of the Applicant. 55 ILCS 5/5-12007.

If the Applicant's intent was to suggest to the Zoning Board of Appeals that it may disregard the Villages' objections because they lack standing to challenge any decision, unfortunately for the Applicant, the case law it cites is no longer valid. A municipality having a real interest in the development of a property in a county may challenge in court that county's decision. *City of West Chicago v. County of DuPage*, 67 Ill.App.3d 924, 385 N.E.2d 826 (2nd Dist., 1979). In *City of West Chicago*, the court determined that the construction of township offices, a garage and other facilities within 1½ miles of a municipality's single family residential

district constituted a sufficient interest to permit a challenge to the county's decision. In *Village of Barrington Hills v. Village of Hoffman Estates*, 81 Ill2d. 392, 410 N.E.2d 37 (1980), the Illinois Supreme Court found that where a real interest exists, a municipality has standing to challenge another jurisdiction's zoning decision.

The Zoning Board of Appeals has jurisdiction to review and recommend approval or denial of the Applicant's request based upon the evidence presented at hearing and in accordance with the criteria set forth in the County's Zoning Code. The Villages of Carol Stream and Winfield have the right to formally object to the requests for zoning, conditional use and variations. The issue of the standing has no bearing upon the Applicant's request or the Villages' right to object to those requests.

III. THE APPLICANT HAS NOT ESTABLISHED ANY HARDSHIP OR PRACTICAL DIFFICULTY SUFFICIENT TO SUPPORT THE REQUEST FOR VARIATIONS

Section 37-1411.1 of the County's Zoning Code provides that the Zoning Board of Appeals may recommend that the regulations of the Zoning Code be varied in harmony with their general purpose and intent, only in specific instances where the Board finds that there are practical difficulties or particular hardships in carrying out the Zoning Code's requirements.

Illinois Courts have examined and provided guidance regarding the requirement of proof of particular hardship or practical difficulty. A variation shall be permitted only if the evidence, in the judgment of the zoning board of appeals, sustains each of the legal conditions required for the granting of such variation. *Kimball Dawson, LLC v. City of Chicago Department of Zoning*, 369 Ill.App.3d 780, 861 N.E.2d 216 (1st Dist., 2006); *LaSalle National Bank v. City of Highland Park*, 344 Ill.App.3d 259, 799 N.E.2d 781 (2nd Dist., 2003). The burden is on the applicant to provide that all of the requirements for granting a variation have been met. *Karasik v. City of Highland Park*, 130 Ill.App.2d 566, 264 N.E.2d 215 (2nd Dist., 1970). Proof of particular hardship is required as a prerequisite to granting a variation from the provisions of the zoning code. The term "particular hardship" does not mean a hardship that is self-imposed or

that the variation would be to the owner's advantage, profit or convenience. *Asback v. Zoning Board of Appeals of the City of Chicago*, 133 Ill.App.2d 22, 270 N.E.2d 535 (1st Dist., 1971). The Illinois Supreme Court has held that the loss of an opportunity to make more money is not a valid hardship that would justify a variation. *Welton v. Hamilton*, 344 Ill. 82, 176 N.E. 333 (1961). Knowledge of the zoning restrictions before the purchase of the property is a factor that indicates the hardship may be self-imposed. *Furling v. County of Sangamon*, 126 Ill.App.3d 851, 4651 N.E.2d 646 (4th Dist., 1984); *Burke v. Village of Glenview*, 257 Ill.App.3d 63, 628 N.E.2d 465 (1st Dist., 1993). The fact that a purchaser of vacant property, with knowledge of the zoning restrictions, paid more for the vacant property than it was worth, does not establish the existence of a hardship. *Reichard v. Zoning Board of Appeals of the City of Park Ridge*, 8 Ill.App.3d 374, 290 N.E.2d 349 (1st Dist., 1972).

The Applicant argues that the topography of the site, an Illinois Department of Transportation (IDOT) acquisition of a portion of the Property and the irregular shape of the Property are particular hardships that warrant the variations being requested. The Applicant is the contract purchaser of the subject property and as stated in his brief, is in the due diligence phase of its contract to purchase the subject property. Applicant knows, or should have known the zoning requirements for development of the subject property. The Applicant also should have known about the topography, Illinois Department of Transportation acquisition and the irregularity of the parcel. Proceeding with full knowledge of the zoning restrictions and the claimed development issues is evidence that supports a finding that the Applicant's claimed hardship is self imposed.

In addition, the claimed hardships are not supported by the facts and are illusory.

A. The Illinois Department of Transportation acquisition of a part of the subject property does not create a hardship or particular difficulty.

With respect to the IDOT acquisition, Applicant's brief states:

In total, IDOT condemned 1.212 acres of the subject property, adjusting the northern property line by as much as 33.39 feet. See Deed attached as Exhibit F. The IDOT taking shrunk the depth of the property further exacerbating its functional obsolescence should Applicant not receive its requested variances.

Page two of the Deed attached to the Applicant's Brief as Exhibit F contains the legal description of the Property and further states:

Said parcel contains 1.212 acres, more or less, of which 1.207 acres, more or less, were previously used for highway purposes.

1.207 acres of the land acquired constituted land already part of the North Avenue and Morton Road intersection and not usable by the Owner. The IDOT acquisition that Applicant claims "exacerbates the functional obsolescence of the site", actually amounts to .005 (five / one hundredth) of an acre of the Property not already used for highway. Applicant's argument that the acquisition shrunk the depth of the Property so as to create a hardship is not supported by the facts.

It must also be noted that the Owner of the Property had the right to receive compensation from IDOT, if the IDOT acquisition had a detrimental effect upon the ability to develop the remainder of the Property. See, 735 ILCS 30/10-5-5. Damage to the remainder of condemned property is determined by the difference between the fair market value of the remainder as part of the whole parcel prior to taking and improvement and the fair market value of the remainder after the taking and improvement. Where the fair market value of the remainder after the taking is diminished, the land owner is entitled to compensation for that loss. See, *Illinois Department of Transportation v. Jones*, 44 Ill.App.3d 592, 358 N.E.2d 402 (5th Dist., 1976).

If the Owner believed that the IDOT acquisition had a detrimental effect upon the remainder of the Property he could have received compensation for that detrimental effect. If he received such compensation, then he was compensated for any loss of value due the effect the loss of land had on his ability to develop or market the Property. That compensation would remove any claim of hardship. On the other hand, if the Owner did not seek compensation for any damage to the

Applicant claims that the trapezoidal shape of the property creates a practical difficulty to develop the Property. The Applicant has not introduced any evidence that the shape of the Property eliminates the ability to develop the Property for warehousing, manufacturing or distribution. Rather, the Applicant's sole argument is that the shape of the Property makes it difficult to develop the 265,550 square foot building that he proposes if he is required to comply with the County's setback requirements. It is the Applicant's attempt to maximize square footage of the building and profit that causes its inability to meet the County's setback standards, not the shape of the Property. Profit motives do not constitute hardship. *Asback v. Zoning Board of Appeals of the City of Chicago, supra.*

The Applicant argues that its requested variations are "not to maximize rentable square footage but to be on par with market standards and avoid functional obsolescence based on the configuration." It suggests that since the floor area ratio (FAR) of its proposed building is 0.36 and the County's maximum allowed in OR Districts 0.40, it could add another 30,000 square feet of building space. The fact that the Applicant's plan meets one County requirement (i.e. FAR) has no bearing upon whether another County requirement (setbacks) must be met. The size of the building desired should never dictate whether zoning regulations are varied. Rather it is the zoning regulations that dictate the size of the building and how the Property is developed.

On page 6 of its brief, the Applicant lists a number of industrial properties that it states are comparable to the Property. Three of those properties the Applicant lists as comparable contain less square footage than the proposed 265,550 sq. ft. building. The 121 E. North Avenue property has a building of 171,090 square feet. The 112-14 Alexandra Way property has a building of 158,440 square feet. The 138-58 Alexandra Way building has a building of 249,576 square feet. None of these buildings is "functionally obsolete". Each of these

remainder of the Property, then that failure constitutes an admission that there was no detrimental effect upon the remainder of the Property and that the acquisition did not create a hardship.

B. The topography of the site does not constitute a hardship or particular difficulty.

Applicant argues that the topography (a 25 foot grade change) makes the site functionally obsolete and a challenge to develop. A topographic map of the subject property may be viewed on DuPage County's website mapping portal. A copy of that topographic map is attached as Exhibit A. The topographic map indicates an elevation change of 22 feet across the entire subject property (782 feet to 760 feet), not 25 feet as claimed by the Applicant. The map also indicates, however, that the grade change over three quarters of the site is 12 feet or less. The Applicant's site plan proposes a 1,130 foot long building running east to west on the site, located almost entirely within the area of the 12 foot grade change. The Applicant's site plan shows this 12 foot grade change has not affected the ability to construct a 1,130 foot long building upon the Property. The site plan does not indicate and the Applicant did not testify that the grade change would require any special requirements such as retaining walls or a stepped foundation in order to be developed. Grading of the site is all that is necessary. The fact that the Applicant has shown its proposed building can be constructed within this area is evidence of a lack of hardship.

The County's topographic map shows the remainder of the grade change, an additional 10 feet, located in the area of the detention basin. Applicant states within its brief that the grade change will direct storm water into the detention basin. The grade change in this area is a benefit rather than a hardship. There is no evidence to support a claim of hardship based upon the topography of the Property.

C. The irregular shape of the parcel does not create a hardship or particular difficulty.

submitted and must base its decision upon the testimony and evidence presented. The Counties Code, 55 ILCS 5/5-12009.5 (c) allows the Zoning Board of Appeals to recommend and the County to grant a conditional use subject to conditions. It is not uncommon for counties to grant a conditional use subject to the condition that the use is developed and operated in accordance with the site plan and other documents submitted and the evidence presented.

In this case, the Applicant has not established that the project can be developed as proposed or as shown upon the site plan submitted. The Applicant testified at the public hearing that water would be provided by either the Village of Carol Stream or the Village of Winfield and sanitary sewer would be provided by the Village of Carol Stream. The Applicant, however, has made no request of either municipality to provide such services. Applicant states in its brief that it is typical for unincorporated DuPage County properties along North Avenue to receive water and sewer services from the Village of Carol Stream or Winfield. That is not the case. Carol Stream has provided water or sewer services to unincorporated areas under two conditions: (1) When the property is the subject of an Annexation Agreement providing that the property will be annexed into the Village of Carol Stream upon becoming contiguous to its corporate limits; (2) By intergovernmental agreement to unincorporated properties whose wells have become contaminated and no other water source is available. Neither of these two conditions applies to the Applicant parcel. We have been advised that the Village of Winfield also requires an annexation agreement as a prerequisite to providing water to properties outside of its jurisdictional limits.

A municipality's decision to provide water or sewer to consumers outside its municipal limits is discretionary. See, *Exchange National Bank of Chicago v. Behrel*, 9 Ill.App.3d 338, 292 N.E.2d 164 (1st Dist., 1972). A municipality is also under no duty to furnish water or sewer outside of its boundaries in the absence of a contractual obligation. *Flex-O-Glass v. City of Dixon*, 307 Ill.App.3d 945, 718 N.E.2d 730 (2nd Dist., 1999). Neither Carol Stream nor Winfield

properties was developed without the necessity for setback variations. In each situation, the building constructed was of a size that would allow the development without variation.

Exhibit D to Applicant's Brief shows a site plan of 365 North Avenue, which is currently under construction in the Village of Carol Stream. (A copy of Applicant's Exhibit D is attached hereto). The lot upon which this building is being constructed is also trapezoidal in shape. Nonetheless, by proper configuration of the building with stepped walls, the developer of this parcel was able to meet all of the set back requirements of the Village of Carol Stream.

Applicant states that Class-A industrial tenants require buildings have a minimum depth of 220 feet and at least 130 feet for trucks to maneuver around loading docks. The Applicant's plan, however, shows a building depth of 235 feet and a truck court depth of 135 feet, in each instance in excess of the claimed minimum requirements.

The Applicant also argues that combined with the greenspace between North Avenue and the proposed site, the proposed plan meets the County's non-residential zoning requirement. A roadway's median greenspace is never used to establish setbacks and nothing in the County's Zoning Code would allow such an interpretation.

The existence of other industrial developments that have complied with setback requirements is evidence that no hardship exists in this instance. The shape of the Property does not create any hardship or practical difficulty with its development for warehousing or distribution uses.

IV. THE APPLICANT'S REQUEST FOR A CONDITIONAL USE PERMIT IS PREMATURE AND SHOULD BE DENIED

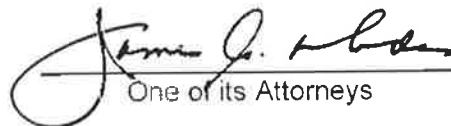
The Applicant has requested a conditional use permit in order to construct a 265,550 square foot industrial building for warehousing, manufacturing and distribution. In support of its application, the Applicant has submitted a site plan showing the proposed development of the site and has testified that it will develop the site in accordance with the site plan submitted. The Zoning Board of Appeals has a right to rely upon the testimony of the Applicant and the site plan

site plan in its current state shows no accommodation for a well or a septic system. No evidence has been presented that with the use of a well and septic system, the Property can be developed as shown on the site plan. Issues remain as to fire protection and traffic issues. The Applicant's request is not sufficiently complete for the Zoning Board to determine whether the criteria for granting the conditional use can be met and should be denied.

WHEREFORE, the Village of Carol Stream, for the reasons stated herein, respectfully requests that the Zoning Board of Appeals deny the requested variations and conditional use permit.

VILLAGE OF CAROL STREAM

BY: Klein, Thorpe & Jenkins, Ltd.


One of its Attorneys

Village of Carol Stream
505 E. North Avenue
Carol Stream, Illinois 60188

is required to provide water or sewer service to the subject property. If the Applicant desires water or sewer service from the Village of Carol Stream, it would be required to annex to Carol Stream and comply with the Village of Carol Stream's development ordinances.

In its brief, the Applicant has indicated that if it cannot secure municipal water or sewer, it is prepared to construct well and septic systems. This statement is in direct conflict with the testimony provided at hearing. The Applicant's proposed development as shown on its submitted site plan shows no area that will support the construction of a septic system or well on the property, nor what effect the inclusion of a septic system and well would have upon the development. Without that information, the Zoning Board of Appeals cannot determine how the property will be developed and its actual layout.

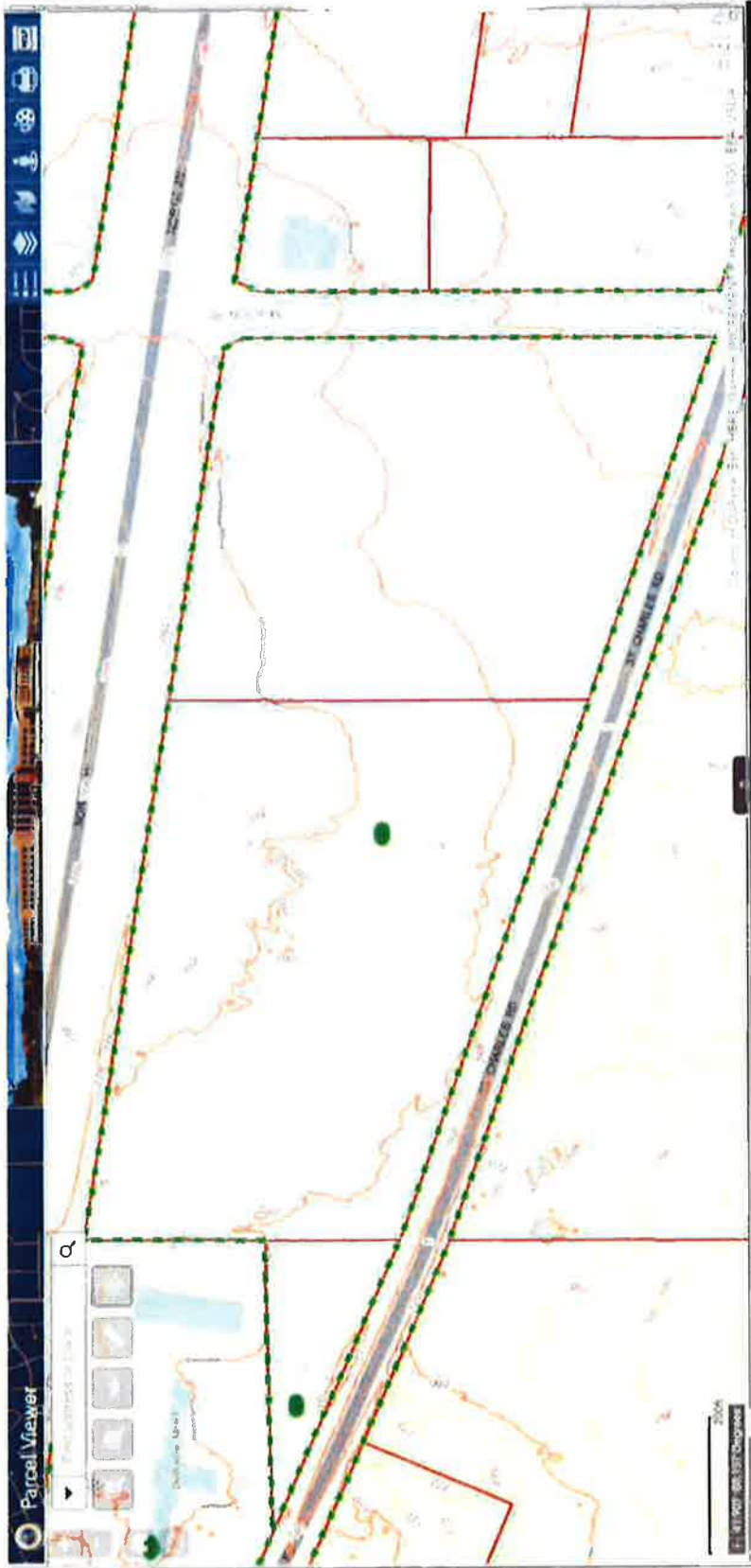
The Applicant also alleges that it will provide fire suppression with an Early Suppression Fast Response Sprinkler System (ESFR) for fire suppression. Applicant has produced no evidence that the Carol Stream Fire Protection District will authorize the installation of the ESFR system or whether that system can be installed and operated with a water well.

The traffic study submitted by the Applicant states:

Westbound trucks entering from North Avenue will be required to travel past the site before turning onto St. Charles Road and entering the site from the south.

The ability to enforce such a restriction is questionable. What steps can the Applicant take to enforce such a standard? What control does the Applicant have over truck driver delivering or receiving goods that chooses to turn left onto Morton Road and then right onto St. Charles Road to access the truck docks on the south side of the building?

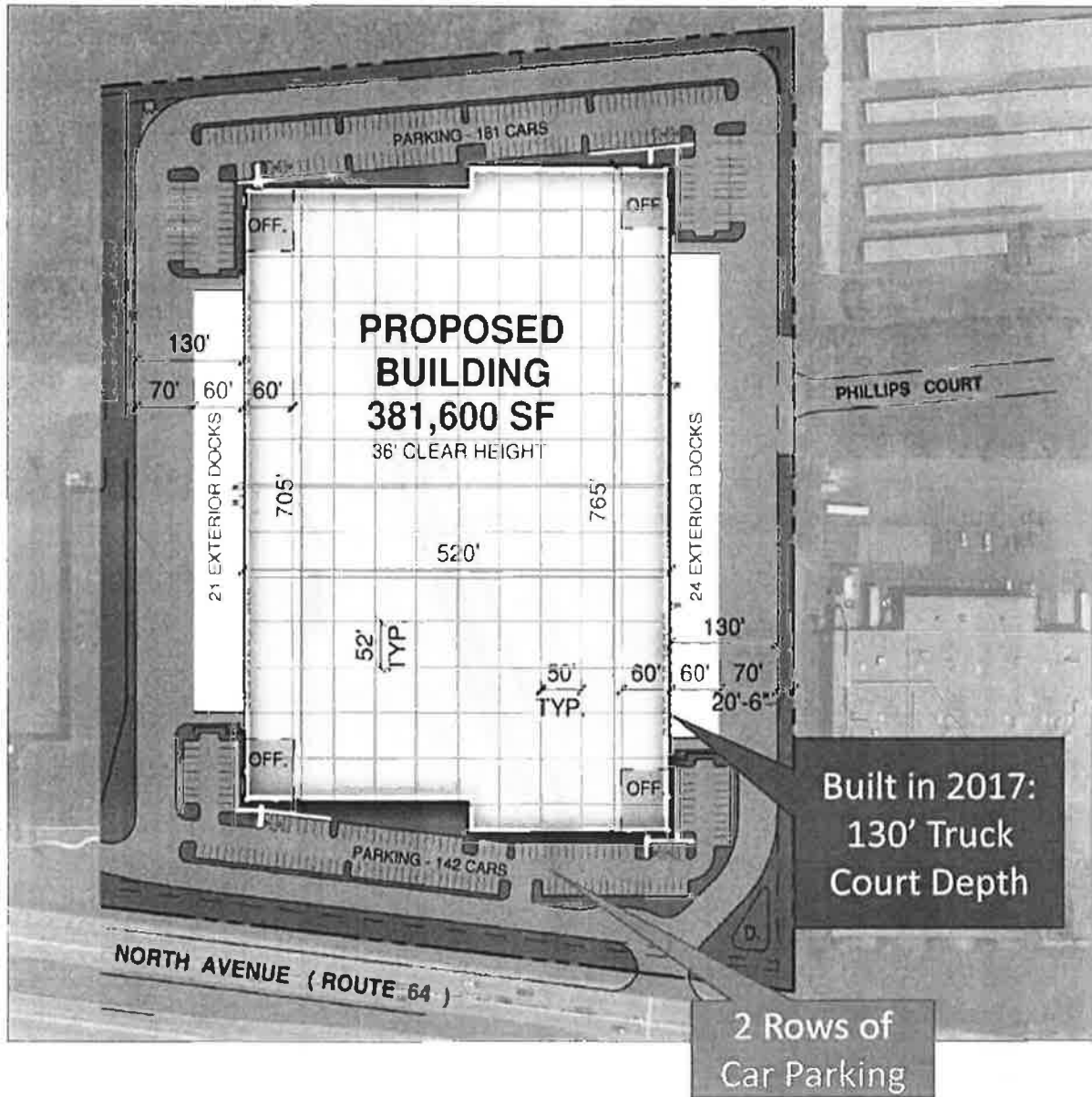
In order to grant the conditional use, the Applicant must establish that the granting will not be injurious to the neighborhood or detrimental to the public welfare. The Applicant must also present evidence that the conditional use will not increase the hazard from fire or other dangers to the Property, unduly increased traffic congestion in the public streets or highways and will not otherwise impair the public health, safety, comfort, morals or general welfare. The




365 North Avenue: Built in 2017

130' Truck Court Depth

381,600 SF (Divisible to 200,000 SF)



Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: Ann Delort, Administration Secretary 
DATE: August 18, 2017
RE: Glen Ellyn-Wheaton Community Chorale
Raffle License Application – Fee Waiver

The Glen Ellyn-Wheaton Community Chorale is hosting a Bingo Serenade at the American Legion Post 76 located at 570 S. Gary Ave in Carol Stream on Saturday, September 30, 2017 from 6:00 pm – 9:00 pm. Raffle tickets will be for \$1.00 each and will consist of a 50/50 raffle and gift baskets. Proceeds from this event will benefit bringing music to the community. They are requesting a waiver of all fees and approval for a raffle license.

Please place this request on the agenda for Tuesday, September 5, 2017 for the Board's review and approval. The raffle license application and required documentation is on file in the Village Clerk's office for your review.

Thank you.

Attachment

Glen Ellyn Wheaton Chorale
Box 2390
Glen Ellyn, IL 60138

August 13, 2017

AUG 16 2017
OFFICE OF THE
VILLAGE CLERK

Village of Carol Stream
500 N. Gary Avenue
Carol Stream, IL 60188

Dear Madam/Sir,

Enclosed is a Raffle License application for our upcoming fundraiser on September 30, 2017. We respectfully request the bond and raffle fee to be waived in lieu of our not for profit status in the community. Enclosed include the Articles of Incorporation as a not for profit.

Thank you for consideration regarding the fees of the Raffle License.

Deborah Todd



Glen Ellyn Wheaton Chorale Bingo Serenade Chair
630-915-7309

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on September 5, 2017**

AGENDA ITEM
L-1 9-5-17

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
AFTERMATH INC					
BIO- CLEAN UP OF DRYING CABINET	105.00	01662400-53317	OPERATING SUPPLIES	JC2017-7893	
	<u>105.00</u>				
B & F CONSTRUCTION CODE SERVICES, INC					
BLDG PLAN REVIEW	2,177.84	01643700-52253	CONSULTANT	47425	
FAS -440 MISSION	361.01	01643700-52253	CONSULTANT	47377	
INSPECTIONS- JULY	1,159.20	01643700-52253	CONSULTANT	47261	
	<u>3,698.05</u>				
BAXTER & WOODMAN INC					
WRC NPDES COMPL STUD PYMNT #4 FY18	3,250.00	04101100-52253	CONSULTANT	0194342	
	<u>3,250.00</u>				
BEARY LANDSCAPING					
WEEDS MOWING -1388 BOWSTRING	246.00	01642100-52260	WEED MOWING	63430	
WEEDS MOWING- 870 NIAGARA	182.09	01642100-52260	WEED MOWING	61784	
	<u>428.09</u>				
BLOOMING COLOR OF ST CHARLES					
FY17 CAFR COVER/SPINES	91.19	01612900-53315	PRINTED MATERIALS	228615	
	<u>91.19</u>				
BLOOMINGDALE TOWNSHIP					
SUMMER CONCERT RAFFLE PROCEEDS	489.20	01-24229	CONCERT RAFFLE PROCEEDS	RAFFLE PROCEEDS	
	<u>489.20</u>				
C & H BUILDING SPECIALTIES INC					
REMOVAL OF FLAGPOLE /INSTALL 2ND LOCATION	2,700.00	01680000-55487	FACILITY CAPITAL IMPROVEMENT 14009		
	<u>2,700.00</u>				
C S FIRE PROTECTION DISTRICT					
PWKS CPR TRAINING 6/28/17	150.00	01670100-52223	TRAINING	658	
	<u>150.00</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on September 5, 2017**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
CARTEGRAPH					
OPER MGMT SYSTEMS SOFTWARE	6,368.75	04100100-52255	SOFTWARE MAINTENANCE	SIN003193	
OPER MGMT SYSTEMS SOFTWARE	6,368.75	04200100-52255	SOFTWARE MAINTENANCE	SIN003193	
OPER MGMT SYSTEMS SOFTWARE	12,737.50	01622200-52255	SOFTWARE MAINTENANCE	SIN003193	
	<u>25,475.00</u>				
CHAD PASKEVICZ					
TUITION MGMT 612	2,860.00	01662700-52223	TRAINING	MGMT 612	
	<u>2,860.00</u>				
CHRISTOPHER B BURKE ENGR LTD					
PROF SRV FRM JUN 25- JUL 29TH DEVANCO FOO	730.50	01620600-52253	CONSULTANT	138239	
PROF SRV FRM JUN 25-JUL 29TH S&S INTN'L	2,707.50	01620600-52253	CONSULTANT	138240	
PROF SRV JUN 25- JUL 29TH HOLADAY PROP	183.00	01620600-52253	CONSULTANT	138241	
PROF SRVS FRM JUN 25- JUL 29 COM PRK	366.00	01620600-52253	CONSULTANT	138242	
	<u>3,987.00</u>				
COMCAST CABLE					
DATA & VOICE AUG 15- SEPT 14	4,368.40	01652800-52230	TELEPHONE	56034378	
	<u>4,368.40</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on September 5, 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					
1015 LIES RD	36.13	04201600-53210	ELECTRICITY	2514004009 08/16/17	
1025 LIES RD	221.89	01670300-53213	STREET LIGHT ELECTRICITY	6213120002 08/16/17	
1128 EVERGREEN TRL	66.66	04101500-53210	ELECTRICITY	0291093117 7/20/17	
1128 EVERGREEN TRL	67.97	04101500-53210	ELECTRICITY	0291093117 08/18/17	
1350 TALL OAKS STATION	47.10	04101500-53210	ELECTRICITY	2073133107 8/17/17	
1415 MAPLE RIDGE PUMP	251.14	01670600-53210	ELECTRICITY	5838596003 08/18/17	
1415 MAPLE RIDGE PUMP	256.14	01670600-53210	ELECTRICITY	5838596003 7/20/17	
192 YUMA LN	74.45	01670300-53213	STREET LIGHT ELECTRICITY	0501137042 08/17/17	
333 FULLERTON WELL #3	161.25	04201600-53210	ELECTRICITY	0300009027 7/19/17	
333 FULLERTON WELL #3	830.18	04201600-53210	ELECTRICITY	0300009027 8/17/17	
391 ILLINI	123.62	01670600-53210	ELECTRICITY	4430145023 08/17/17	
401 TOMAHAWK CT	109.45	01670300-53213	STREET LIGHT ELECTRICITY	0723076266 8/17/17	
633 THUNDERBIRD TR	213.70	01670300-53213	STREET LIGHT ELECTRICITY	0455095075 8/17/17	
796 PAWNEE DR	49.67	01670300-53213	STREET LIGHT ELECTRICITY	226421040 8/17/17	
850 LONGMEADOW DR	141.90	01670600-53210	ELECTRICITY	1865134015 7/19/17	
850 LONGMEADOW DR AERATOR	145.19	01670600-53210	ELECTRICITY	1865134015 08/17/17	
879 DORCHESTER DR AERATOR	140.61	01670600-53210	ELECTRICITY	0803155026 8/17/17	
879 DORCHESTER DR AERATOR	141.72	01670600-53210	ELECTRICITY	0803155026 07/19/17	
106 GOLDENHILL ST AERATOR	140.71	01670600-53210	ELECTRICITY	2127117053 8/22/17	
106 GOLDENHILL ST AERATOR	162.87	01670600-53210	ELECTRICITY	2127117053 07/24/17	
1345 GEORGETOWN CONTROLLER	15.11	01670300-53213	STREET LIGHT ELECTRICITY	1603109101 7/21/17	
1345 GEORGETOWN CONTROLLER	21.18	01670300-53213	STREET LIGHT ELECTRICITY	1603109101 8/23/17	
403 SIOUX -STREET LIGHTS	19.11	01670300-53213	STREET LIGHT ELECTRICITY	1353117013 8/22/17	
451 N SILVERLEAF BLVD	39.42	01670300-53213	STREET LIGHT ELECTRICITY	0030086009 7/19/17	
491 CHEYENNE TR	18.88	01670300-53213	STREET LIGHT ELECTRICITY	6597112015 8/22/17	
500 N GARY -CONTROLLER	201.10	01670300-53213	STREET LIGHT ELECTRICITY	6675448009 7/19/17	
506 CHEROKEE	43.85	01670300-53213	STREET LIGHT ELECTRICITY	3153036011 7/19/17	
512 CANYON TRL	15.94	01670300-53213	STREET LIGHT ELECTRICITY	1043062112 7/20/17	
512 CANYON TRL	17.22	01670300-53213	STREET LIGHT ELECTRICITY	1043062112 8/22/17	
594 NEZ PERCE CT	58.16	01670300-53213	STREET LIGHT ELECTRICITY	0975048036 08/22/17	

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on September 5, 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	502.74	01670300-53213	STREET LIGHT ELECTRICITY	5853045025 8/21/17	
SW MORTON & LIES (MASTER)	198.83	01670300-53213	STREET LIGHT ELECTRICITY	0815164035 8/25/17	
	4,533.89				
CONSTELLATION NEW ENERGY					
1 N END THORNHILL	81.63	01670300-53213	STREET LIGHT ELECTRICITY	00411229860001	
	81.63				
COOK COUNTY SHERIFFS POLICE DEPT					
ACADEMY TUITION A WILLIAMS	2,517.60	01662700-52223	TRAINING	17302	
TECH FEES -RECRUIT A WILLIAMS	300.00	01662700-52223	TRAINING	17332	
	2,817.60				
DAILY HERALD					
LIES/KUHN NOTICE	144.90	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	4479167	
	144.90				
DARREN BOSHART					
REIMB FOR CLOTH ALLOW	399.21	01662400-53324	UNIFORMS	CLOTH ALLOW	
	399.21				
DATACOM SOFTWARE SOLUTIONS					
2017 UCC UPDATE SUBSCRIPT	449.00	01662700-52255	SOFTWARE MAINTENANCE	UCC UPDATE 2017	
	449.00				
DAVID G BAKER					
VETERANS SPOTLIGHT- SVRS 8/21/17	165.00	01590000-52253	CONSULTANT	082217	
	165.00				
DUPAGE COUNTY RECORDER					
1 AGREEMENT/5 ANNEXATIONS	251.00	01580000-52233	RECORDING FEES	201708220166	
	251.00				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on September 5, 2017**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
DUPAGE WATER COMMISSION					
WATER PURCH - JUL	564,708.72	04201600-52283	DUPAGE CTY WATER COMMISSION	1839	
	<u>564,708.72</u>				
DYNEGY ENERGY SERVICES, LLC					
124 GERZEVSKE EAST SIDE PAS	2,350.65	04201600-53210	ELECTRICITY	275664017071-GERZEVS	
124 GERZEVSKE, EAST SIDE PAS	2,138.32	04201600-53210	ELECTRICITY	275664017061-GERZEVS	
124 GERZEVSKE, EAST SIDE PAS	2,322.38	04201600-53210	ELECTRICITY	275664017081-GERZEVS	
1348 CHARGER CT	289.61	04101500-53210	ELECTRICITY	275664017081-CHARGER	
1348 CHARGER CT	294.74	04101500-53210	ELECTRICITY	275664017071-CHARGER	
1348 CHARGER CT	315.26	04101500-53210	ELECTRICITY	275664017061-CHARGER	
200 TUBEWAY LIFT STATION	287.12	04101500-53210	ELECTRICITY	275664017071-TUBEWAY	
200 TUBEWAY LIFT STATION	326.73	04101500-53210	ELECTRICITY	275664017081-TUBEWAY	
200 TUBEWAY LIFT STATION	414.40	04101500-53210	ELECTRICITY	275664017061-TUBEWAY	
300 KUHN RD WEST SIDE PAS	2,134.68	04201600-53210	ELECTRICITY	275664017081-KUHN	
300 KUHN RD WEST SIDE PAS	2,164.27	04201600-53210	ELECTRICITY	275664017071-KUHN	
300 KUHN RD WEST SIDE PAS	2,343.28	04201600-53210	ELECTRICITY	275664017061-KUHN	
	<u>15,381.44</u>				
EARTH INC					
STONE FOR BACKFILL	860.56	01670600-53317	OPERATING SUPPLIES	19096	
	<u>860.56</u>				
ERA VALDIVIA CONTRACTORS INC					
RPR/PAINT 5 WATER STORAGE TANKS	7,910.00	04201600-52244	MAINTENANCE & REPAIR	171030002	
RPR/PAINT 5 WTR STORAGE TANKS	7,321.00	04-21228	RETAINAGE - ERA VALDIVIA	17103003	
	<u>15,231.00</u>				
FOUNTAIN TECHNOLOGIES, LTD					
PROGRAMMABLE LOCIC CONTROL	5,225.00	01680000-52219	TC MAINTENANCE	11202	
	<u>5,225.00</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on September 5, 2017**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
GOVTEMPSUSA LLC					
ACCOUNTS CLERK W/E 8/6 & 8/13	2,688.00	01612900-52253	CONSULTANT	2326639	
OFFICE MGR W/E 8/6 & 8/13	2,923.20	01590000-52253	CONSULTANT	2326640	
PROPERTY INSP W/E 8/6 & 8/13	1,400.00	01642100-52253	CONSULTANT	2326639A	
	<u>7,011.20</u>				
GREEN HORIZON LANDSCAPING LLC					
PLANT BED MTC- #7	6,000.00	01670400-52272	PROPERTY MAINTENANCE	8697	20180012
	<u>6,000.00</u>				
GREEN T NORTH					
WEED & GRUB CONTROL	1,000.00	01670400-52272	PROPERTY MAINTENANCE	1595406	
WEED & GRUB CONTROL	2,210.00	01670400-52272	PROPERTY MAINTENANCE	1595407	
	<u>3,210.00</u>				
ILL LIQUOR CONTROL COMMISSION					
BASSET REGIS -TOM EBY	350.00	01664700-53325	COMMUNITY RELATIONS	5A-0048785/2017	
	<u>350.00</u>				
INFRASTRUCTURE MANAGEMENT SERVICES					
PAVEMENT EVALUATION	408.00	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	14016-8	
	<u>408.00</u>				
INTERFAITH FOOD PANTRY					
SUMMER CONCERT RAFFLE PROCEEDS	489.20	01-24229	CONCERT RAFFLE PROCEEDS	SMR CONCERT RAFFLE	
	<u>489.20</u>				
JOHN L FIOTI					
LOCAL PROSECUTION-AUG	250.00	01570000-52238	LEGAL FEES	C S 105	
LOCAL PROSECUTION-AUG	250.00	01662300-52310	ATLE LEGAL ADJUDICATION	C S 105	
	<u>500.00</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on September 5, 2017**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
JSN CONTRACTORS SUPPLY					
MARKING FLAGS	17.00	01670700-53317	OPERATING SUPPLIES	81146	
	<u>17.00</u>				
KLEIN, THORPE & JENKINS, LTD					
GENERAL COUNSEL - JULY	21.00	04100100-52238	LEGAL FEES	190729 8/15/17	
GENERAL COUNSEL - JULY	14,500.03	01570000-52238	LEGAL FEES	190729 8/15/17	
	<u>14,521.03</u>				
MILTON TOWNSHIP FOOD PANTRY					
SUMMER CONCERT RAFFLE PROCEEDS	489.20	01-24229	CONCERT RAFFLE PROCEEDS	RAFFLE PROCEEDS	
	<u>489.20</u>				
MNJ TECHNOLOGIES DIRECT					
ULTRA NEXUS HD CABLE VIDEO SWITCHER	11,019.33	01520000-54418	CATV/ PEG EXPENSES	3544632	
	<u>11,019.33</u>				
MTI CONSTRUCTION SERVICES, LLC					
MUNICIPAL CTR CONSTRUCTION	-67,908.26	11-21342	RETAINAGE MTI CONSTRUCTION S	17-031	
MUNICIPAL CTR CONSTRUCTION	720,073.27	11740000-55490	VILLAGE HALL RENOVATION	17-031	
	<u>652,165.01</u>				
MUNICIPAL CLERKS OF DUPAGE CO					
SEPT MEETING	23.00	01580000-52222	MEETINGS	SEPT 6, 2017 MTG	
	<u>23.00</u>				
MUNICIPAL GIS PARTNERS INC					
7 HABITS OF HIGHLY EFFECTIVE PEOPLE	4,350.00	01600000-52253	CONSULTANT	3988	
	<u>4,350.00</u>				
NEIGHBORHOOD FOOD PANTRIES					
SUMMER CONCERT RAFFLE PROCEEDS	489.20	01-24229	CONCERT RAFFLE PROCEEDS	SMR CONCERT RAFFLE	
	<u>489.20</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on September 5, 2017**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
NORTHWEST POLICE ACADEMY					
2017/18 MEMBERSHIP	50.00	01660100-52234	DUES & SUBSCRIPTIONS	8/25/17	
	50.00				
NORTHWESTERN UNIVERSITY					
LODGING FOR CUMMINGS TRNG 9/25-12/08	4,780.00	01664700-52223	TRAINING	9997	
	4,780.00				
PERSPECTIVES					
EAP SERVICES 9/1 -11/30 2017	1,149.72	01600000-52273	EMPLOYEE SERVICES	87357	
	1,149.72				
PLOTE CONSTRUCTION INC					
	-60,688.72	06-21112	RETAINAGE - PLOTE	170150.03	20180021
ASPHALT	132.30	01670500-52286	PAVEMENT RESTORATION	210311	
FLEXIBLE PAVEMENT PROJECT THRU 8/29/17	606,887.16	06320000-54470	STREET RESURFACING	170150.03	20180021
	546,330.74				
PUSH WELLNESS SOLUTIONS INC					
WELLNESS INCENTIVES- SEPT	2,632.00	01600000-52340	WELLNESS PROGRAM	160933	
	2,632.00				
R & M PRINTING					
UNIFORMS	201.40	01642100-53324	UNIFORMS	5055	
UNIFORMS	385.08	01643700-53324	UNIFORMS	5055	
	586.48				
REFUNDS MISC					
PD ONLINE TWICE FOR TK #236220	40.00	01000000-45402	ORDINANCE FORFEITS	236220 PD TWC	
PD ONLINE TWICE TK#236811	20.00	01000000-45402	ORDINANCE FORFEITS	TICKET 236811	
PD TWICE ONLINE TK#237151	20.00	01000000-45402	ORDINANCE FORFEITS	TICKET 237151	
REGIS FOR 8/22 CLASS CANCELED	75.00	01000000-47407	MISCELLANEOUS REVENUE	BASSETT RFND	
	155.00				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on September 5, 2017**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
REFUNDS PRESERVATION BONDS					
1N555 & 1N559 GOLVIEW INSP REFUNDS	2,000.00	01-24324	SANITARY SEWER CONNECTION SE	SEWR INSP RFNDS	
CANCELED BOND REFUND	300.00	01-24302	ESCROW - GRADING	702 LEGENDS	
DRIVEWAY BOND REFUND	300.00	01-24302	ESCROW - GRADING	1312 NANTUCKET	
DRIVEWAY BOND REFUND	300.00	01-24302	ESCROW - GRADING	486 HIAWATHA	
DRIVEWAY BOND REFUND	300.00	01-24302	ESCROW - GRADING	857 SHENANDOAH	
DRIVEWAY BOND REFUND	300.00	01-24302	ESCROW - GRADING	892 CHATHAM DR	
DRIVEWAY BOND REFUND	300.00	01-24302	ESCROW - GRADING	918 KALAMAZOO(1)	
STOOP BOND REFUND	200.00	01-24302	ESCROW - GRADING	758 STANFORD	
	4,000.00				
REFUNDS TAX STAMPS					
TAX STAMP #28784 REFUND	795.00	01000000-41208	REAL ESTATE TRANSFER TAX	854 SHENANDOAH DR	
TAX STAMP #28860 REFUND	723.00	01000000-41208	REAL ESTATE TRANSFER TAX	1367 BOA TRL	
	1,518.00				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on September 5, 2017**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
REFUNDS W&S FINALS					
RE: 1181 HANCOCK WTR FINAL RFND	8.96	04-12110	ACCOUNT RECEIV WATER & SEWER	8905	
RE: 1285 LANCE LN WTR FINAL REFUND	80.04	04-12110	ACCOUNT RECEIV WATER & SEWER	3795	
RE: 1329 COLDSRING WTR FINAL REFUND	7.97	04-12110	ACCOUNT RECEIV WATER & SEWER	6713	
RE: 1380 YORKSHIRE WTR FINAL REFUND	32.32	04-12110	ACCOUNT RECEIV WATER & SEWER	7736	
RE: 1380 YORKSHIRE WTR FINAL REFUND	66.13	04-12110	ACCOUNT RECEIV WATER & SEWER	7736	
RE: 142 CONCORD LN WTR FINAL RFND	8.40	04-12110	ACCOUNT RECEIV WATER & SEWER	9890	
RE: 1463 OXFORD WTR FINAL REFUND	38.20	04-12110	ACCOUNT RECEIV WATER & SEWER	4095	
RE: 1463 OXFORD WTR FINAL REFUND	72.50	04-12110	ACCOUNT RECEIV WATER & SEWER	4095	
RE: 188 GOLDENHILL WTR FINAL REFUND	13.18	04-12110	ACCOUNT RECEIV WATER & SEWER	9247	
RE: 310 SHAWNEE WTR FINAL REFUND	16.92	04-12110	ACCOUNT RECEIV WATER & SEWER	0181	
RE: 450 KILKENNY WTR FINAL REFUND	43.44	04-12110	ACCOUNT RECEIV WATER & SEWER	2041	
WATER FINAL REFUND	19.71	04-12110	ACCOUNT RECEIV WATER & SEWER	6778	
WATER FINAL REFUND	30.00	04-12110	ACCOUNT RECEIV WATER & SEWER	7950	
WATER FINAL REFUND	44.28	04-12110	ACCOUNT RECEIV WATER & SEWER	5525	
WATER FINAL REFUND	58.78	04-12110	ACCOUNT RECEIV WATER & SEWER	8584	
WTR FINAL REFUND	22.41	04-12110	ACCOUNT RECEIV WATER & SEWER	6629	
	563.24				
RUSH TRUCK CENTERS					
AG - CABIN AIR FILTER	12.73	01696200-53354	PARTS PURCHASED	3007484179	
AG - HOSE	177.01	01696200-53354	PARTS PURCHASED	3007523827	
AG - INSTRUMENT CLUSTER	1,793.78	01696200-53354	PARTS PURCHASED	3007484277	
AG - LIGHT BULBS	15.52	01696200-53354	PARTS PURCHASED	3007498273	
AG -CABIN AIR FILTER	15.55	01696200-53354	PARTS PURCHASED	3007599807	
	2,014.59				
SMITH SECKMAN REID INC					
MUNICIPAL CTR COMMISSIONING SERV	5,260.00	11740000-55490	VILLAGE HALL RENOVATION	238594	20180022
	5,260.00				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on September 5, 2017**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
SPECIAL T UNLIMITED					
RECRUIT PKG'S - GUZMAN & LIPINSKI	390.00	01662700-52223	TRAINING	RECRUIT PKG'S	
	<u>390.00</u>				
TELCOM INNOVATIONS GROUP LLC					
GENERAL SUPPORT	60.50	01652800-52253	CONSULTANT	A50456	
	<u>60.50</u>				
THEODORE POLYGRAPH SERVICE					
POLICE ASSESSMENT -1 PD CANDIDATE	150.00	01510000-52228	PERSONNEL HIRING	5798	
POLICE ASSESSMENT-POLICE CANDIDATE	150.00	01510000-52228	PERSONNEL HIRING	5788	
	<u>300.00</u>				
TRANSYSTEMS CORPORATION					
KUHN RD BIKE PATH SRV 1/14-8/11	4,135.16	11740000-55486	ROADWAY CAPITAL IMPROVEMEN	12-3185341	
LIES RD BIKE PATH SERV FRM 7/15 -8/11	5,048.39	11740000-55486	ROADWAY CAPITAL IMPROVEMEN	13-3185344	
PHASE I PREL ENGR SRV SE BIKE 7/15-8/11	8,283.40	11740000-55486	ROADWAY CAPITAL IMPROVEMEN	08-3185362	20180008
PHASE III LIES ROAD LAFO 7/15-8/11	6,308.83	11740000-55486	ROADWAY CAPITAL IMPROVEMEN	04-3187196	20180007
	<u>23,775.78</u>				
TRI R SYSTEMS INC					
LIFT STATION REPAIR	420.00	04101500-52244	MAINTENANCE & REPAIR	004507	
	<u>420.00</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on September 5, 2017**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
VERIZON WIRELESS					
SERV FRM JUL 14- AUG 13	38.01	01652800-52230	TELEPHONE	9791005815	
SERV FRM JUL 14- AUG 13	38.01	01652800-52230	TELEPHONE	9791005815	
SERV FRM JUL 14- AUG 13	38.01	01662700-52230	TELEPHONE	9791005815	
SERV FRM JUL 14- AUG 13	38.01	04100100-52230	TELEPHONE	9791005815	
SERV FRM JUL 14- AUG 13	38.01	04200100-52230	TELEPHONE	9791005815	
SERV FRM JUL 14- AUG 13	55.13	01610100-52230	TELEPHONE	9791005815	
SERV FRM JUL 14- AUG 13	55.13	01640100-52230	TELEPHONE	9791005815	
SERV FRM JUL 14- AUG 13	55.13	01642100-52230	TELEPHONE	9791005815	
SERV FRM JUL 14- AUG 13	55.13	01690100-52230	TELEPHONE	9791005815	
SERV FRM JUL 14- AUG 13	75.13	01680000-52230	TELEPHONE	9791005815	
SERV FRM JUL 14- AUG 13	76.02	01670100-52230	TELEPHONE	9791005815	
SERV FRM JUL 14- AUG 13	93.14	01600000-52230	TELEPHONE	9791005815	
SERV FRM JUL 14- AUG 13	130.26	01643700-52230	TELEPHONE	9791005815	
SERV FRM JUL 14- AUG 13	172.29	01590000-52230	TELEPHONE	9791005815	
SERV FRM JUL 14- AUG 13	376.01	01652800-52230	TELEPHONE	9791005815	
SERV FRM JUL 14- AUG 13	377.36	01620100-52230	TELEPHONE	9791005815	
SERV FRM JUL 14- AUG 13	389.70	01670100-52230	TELEPHONE	9791005815	
SERV FRM JUL 14- AUG 13	584.85	04200100-52230	TELEPHONE	9791005815	
SERV FRM JUL 14- AUG 13	3,110.90	01662700-52230	TELEPHONE	9791005815	
	5,796.23				
VISION TECHNOLOGY SOLUTIONS LLC					
COMPLETION OF WIREFRAMES & ANALYSIS	4,875.00	01652800-52253	CONSULTANT	35316	
	4,875.00				
WAYNE TOWNSHIP FOOD PANTRY					
SUMMER CONCERT RAFFLE PROCEEDS	489.20	01-24229	CONCERT RAFFLE PROCEEDS	RAFFLE PROCEEDS	
	489.20				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on September 5, 2017**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
WEST SIDE TRACTOR SALES					
AG - BOOM CABLE	135.30	01696200-53354	PARTS PURCHASED	N55792	
AG CABLE	88.74	01696200-53354	PARTS PURCHASED	N55675	
AG RETURN CABLE	-61.58	01696200-53354	PARTS PURCHASED	N55791	
AG WIRING HARNESS	539.89	01696200-53354	PARTS PURCHASED	N55674	
	702.35				
WHEATON BANK AND TRUST					
WHEATON BANK FEES -JULY	339.13	04103100-52256	BANKING SERVICES	7509063 JULY/2017	
WHEATON BANK FEES -JULY	339.13	04203100-52256	BANKING SERVICES	7509063 JULY/2017	
WHEATON BANK FEES -JULY	1,125.13	01610100-52256	BANKING SERVICES	7509063 JULY/2017	
	1,803.39				
WILLIAMS ASSOCIATES ARCHITECTS, LTD					
SCHEMATIC DESIGN PH SRV'S-JULY	70,797.45	11740000-55490	VILLAGE HALL RENOVATION	0017931	20180010
	70,797.45				
GRAND TOTAL	<u><u>\$2,037,342.72</u></u>				

The preceding list of bills payable totaling \$2,037,342.72 was reviewed and approved for payment.

Approved by:



Joseph Breinig – Village Manager

Date: 9/1/17

Authorized by:

Frank Saverino Sr – Mayor

Laura Czarnecki- Village Clerk

ADDENDUM WARRANTS
Aug 22, 2017 thru Sept 5, 2017

Fund	Check #	Vendor	Description	Amount
General	A C H	Wheaton Bank & Trust	Payroll Aug 14, 2017 thru Aug 27, 2017	589,234.82
Water & Sewer	A C H	Wheaton Bank & Trust	Payroll Aug 14, 2017 thru Aug 27, 2017	46,901.69
				<u>636,136.51</u>

Approved this _____ day of _____, 2017

By: _____
 Frank Saverino Sr - Mayor

 Laura Czarnecki - Village Clerk