

Village of Carol Stream

SPECIAL BOARD MEETING

AGENDA

JANUARY 23, 2017

6:00 P.M.

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

A. ROLL CALL AND PLEDGE OF ALLEGIANCE:

B. MINUTES:

C. LISTENING POST:

1. Addresses from Audience (3 Minutes).

D. PUBLIC HEARINGS:

E. SELECTION OF CONSENT AGENDA:

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

F. BOARD AND COMMISSION REPORTS:

G. OLD BUSINESS:

H. STAFF REPORTS AND RECOMMENDATIONS:

1. Request to waive formal bidding procedures (Temporary Village Hall/Police Station). *This action authorizes staff and the Village's Construction Manager (MTI) to solicit competitive proposals for renovation of the temporary Village Hall/Police Station facility. Formal bidding will not allow moving into the temporary facility in a timely manner.*

I. ORDINANCES:

J. RESOLUTIONS:

1. Resolution No. ____ Authorizing a Lease Agreement for Temporary Village Hall/Police Station (505 E. North Avenue). *Staff is requesting approval of a lease agreement with 505 E. North, Inc. for rental of property located at 505 E. North Avenue, Carol Stream, IL for use as a temporary Village Hall/Police Station during renovation of the existing Municipal Center located at 500 N. Gary Avenue.*

Village of Carol Stream

SPECIAL BOARD MEETING

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JANUARY 23, 2017

6:00 P.M.

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

K. NEW BUSINESS:

L. PAYMENT OF BILLS:

M. REPORT OF OFFICERS:

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

N. EXECUTIVE SESSION:

O. ADJOURNMENT:

LAST ORDINANCE	2017-01-02	LAST RESOLUTION	2921
NEXT ORDINANCE	2017-01-03	NEXT RESOLUTION	2922

Village of Carol Stream

INTER-DEPARTMENTAL MEMO

TO: Mayor and Trustees

Rm

FROM: Robert Mellor, Assistant Village Manager

DATE: January 20, 2017

RE: Lease Agreement – Temporary Village Hall/Police Station

Included on your agenda for Monday night's Board meeting are a Resolution Authorizing a Lease Agreement for a Temporary Village Hall/Police Station at 505 E. North and a Request to Waive Formal Bidding Procedures for improvements needed to renovate the temporary facility for use as a temporary Village Hall/Police Station. Staff and the Village Attorney have been working with the Property owner and his attorney to finalize the lease agreement however; we do not anticipate having the agreement finalized until Monday.

We anticipate having these two agenda items ready for distribution to you on Monday. If the agreement cannot be completed on Monday, we may need to reschedule the special Board meeting for Thursday night.

Please contact me if you have any questions.

Cc: Joseph E. Breinig, Village Manager

Village of Carol Stream
INTER-DEPARTMENTAL MEMO

TO: Mayor and Trustees

Rm

FROM: Robert Mellor, Assistant Village Manager

DATE: January 23, 2017

RE: Lease Agreement – Temporary Village Hall/Police Station

Attached for your review is a lease agreement between the Village of Carol Stream (Tenant) and 505 E. North, Inc., an Illinois Corporation (Landlord) for lease of 30,000 square feet of office space at 505 E. North Avenue, Carol Stream, IL. The Village is seeking to use the facility located at the northwest corner of North Avenue and Schmale Road, as a temporary Village Hall/Police Station while the current Municipal Center located at 500 N. Gary Avenue undergoes extensive renovation. The initial lease term is for 22-months, however the lease agreement provides for additional lease time in the event of unforeseen Municipal Center construction delays.

Key provisions of the lease include the following:

- Lease Term: 22-25 months with a 30-day out clause after the initial 22 month lease term
- Lease Space: 30,000 SF
- Lease Cost: \$10.50/SF or \$577,500 for 22-month lease
- Landlord Tenant Improvement Allowance: \$100,000 (2 ADA accessible restrooms, new double entryway doors and corridor improvements, electrical power upgrades)
- Agreement to allow Village to install wall sign on North Avenue designating the tenant space as Village Hall/Police Station
- Sufficient onsite parking for Village employees, fleet vehicles and residents/customers

The Village Attorney and staff drafted the lease, which was, negotiated with the building owner and his attorney. **Staff recommends approval of the attached lease agreement with 505 E. North, Inc., an Illinois Corporation per terms of the attached agreement subject to receipt of final Exhibits.**

Cc: Joseph E. Breinig, Village Manager

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF
A LEASE AGREEMENT BETWEEN THE VILLAGE OF CAROL STREAM
AND 505 E. NORTH, INC. (505 E. NORTH AVENUE)**

WHEREAS, the Mayor and Board of Trustees of the Village of Carol Stream have determined that it is in the best interest of the Village to enter into a Lease Agreement with 505 E. North, Inc. for rental of property located at 505 E. North Avenue, Carol Stream, IL for use as a temporary Village Hall/Police Station during renovation of the existing Municipal Center located at 500 N. Gary Avenue attached hereto as Exhibit "A" and by this reference incorporated herein.

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

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

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

PASSED AND APPROVED THIS 23rd DAY OF JANUARY, 2017.

AYES:

NAYS:

ABSENT:

Matthew McCarthy, Mayor Pro Tem

ATTEST:

Laura Czarnecki, Village Clerk

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 23rd day of January, 2017 by and between 505 E. North, Inc. an Illinois Corporation ("Landlord") and the Village of Carol Stream, an Illinois Municipal Corporation ("Tenant").

IN CONSIDERATION of the covenants and conditions contained within this Lease Agreement, the Landlord and Tenant agree as follows:

1. BASIC TERMS. This Section 1 contains the Basic Terms of this Lease between Landlord and Tenant, named below. Other Sections of the Lease referred to in this Section 1 explain and define the Basic Terms and are to be read in conjunction with the Basic Terms.

1. **Date of Lease:** January 23, 2017
2. **Landlord:** 505 E. North, Inc., an Illinois Corporation
3. **Tenant:** Village of Carol Stream, an Illinois Municipal Corporation
4. **Premises:** Approximately 30,000 rentable square feet of the building commonly known as Suite 200 East, Suite 300, Suite 400, Suite 400A and Suite 400B, all on the first floor of 505 East North Avenue, Carol Stream, Illinois 60188 (the "**Building**") as depicted on Exhibit C.
5. **Property:** Legally described on Exhibit A. Site Plan is attached as Exhibit B.
6. **Lease Term:** Suite 200 East, Suite 400 Suite 400A and Suite 400 B, 25 months ("**Term**"), commencing March 1, 2017 ("**Commencement Date**") and ending March 31, 2019 ("**Expiration Date**"). Suite 300, 24 months ("**Term**") commencing April 1, 2017 ("**Commencement Date**") and ending March 31, 2019 ("**Expiration Date**").
7. **Permitted Uses:** (See Section 3.1)
8. **Brokers:** None
9. **Security Deposit:** None
10. **Gross Rent Payable by Tenant:** Suites 200 East, 400 400A and 400B - \$15,750.00/mo.
Suite 300 - \$10,500.00/mo.
11. **Riders to Lease:** The following riders are attached to and made a part of this Lease.
None.

2. LEASE OF PREMISES; RENT.

1. **Lease of Premises for Lease Term.** Landlord hereby leases the Premises to Tenant, and Tenant hereby rents the Premises from Landlord, for the Term and subject to the conditions of this Lease.

2. **Tenant's Right to Early Termination.** The Tenant shall have the right to terminate this Lease on any date on or after December 31, 2018 upon at least thirty (30) days written notice to the Landlord prior to the early termination date. Rent shall be prorated for any partial period of a month the Premises is occupied by the Tenant.

3. **Rental Payments.** Tenant shall pay gross rent in monthly installments as set forth in Section 1.10 hereof, in advance, on the first day of each and every calendar month during the Term of this Lease (the "**Rent**"). Except as provided herein, the gross rent amount set forth in Section 1.10 shall be the total amount due from the Tenant for lease of the Premises and no additional costs of any kind shall be charged to the tenant, including but not limited to common area maintenance costs, operating costs, taxes, or insurance. Rent shall be paid to 505 E. North, Inc., at 490 Windy Point Drive, Glendale Heights, IL 60139, or pursuant to such other directions as Landlord shall otherwise designate in this Lease or in writing.

4. **Late Payments.** Tenant shall pay the Rent promptly when due, without notice or demand. In the event any monthly installment of Rent is not paid within 10 days of the date when due, a late charge in an amount equal to 5% of the then delinquent installment of Rent (the "**Late Charge**") shall be due from the Tenant.

3. USE OF PREMISES AND COMMON AREAS; SECURITY DEPOSIT.

1. **Use of Premises and Property.** The Premises shall be used by the Tenant for the offices of the Village of Carol Stream which shall include offices for all of its departments, including but not limited to administration, finance, community development, engineering, human resources, technology and police. Tenant



shall be allowed to change the locks and maintain secured access to the Premises. Tenant shall not use or occupy, or suffer or permit anyone to use or occupy, the Premises, or do or permit anything to be done in the Premises or the Property, in any manner that may (a) violate any Certificate of Occupancy for the Premises or the Property or (b) constitute a violation of the laws and requirements of any public authority or the requirements of insurance bodies or the reasonable rules and regulations of the Property, including any covenant, condition or restriction affecting the Property.

2. Use of Common Areas. As used herein, "Common Areas" shall mean all areas within the Property that are available for the common use of tenants of the Property and that are not leased or held for the exclusive use of Tenant or other tenants or licensees, including, but not limited to, parking areas, driveways, sidewalks, loading areas, access roads, corridors, landscaping and planted areas. Tenant shall have the nonexclusive right to use the Common Areas for the purposes intended, subject to such reasonable rules and regulations as Landlord may uniformly establish from time to time, provided however, that Tenant shall have the right to use 90 parking spaces for Tenant's employee and guest parking and shall have exclusive right to 39 additional parking spaces for the exclusive use of Tenant's fleet vehicles and police vehicles, Tenant shall be allowed to designate with signage the spaces for Tenant's fleet vehicles, police vehicles and guest parking, , subject to Landlord's approval, which approval shall not be unreasonably withheld or delayed. Tenant shall not designate any parking spaces currently designated for the Suite 200 tenant. Tenant shall be responsible for the costs associated to designating parking spaces for Village usage.

3. Access to other Areas. Subject to reasonable advance notice to the Tenant of Suite 100, Landlord shall grant Tenant access to the electrical breaker room located inside of the north wall of Suite 100 (currently occupied by Comcast) and shall allow the Tenant to install a transfer switch and electrical panel(s) within said breaker room, or on the outside of said breaker room.

4. Signage. At Tenant's sole expense, Tenant shall have the right to affix a sign to the Building at the primary entrance to the Premises and/or the ground sign upon the Common Area of the Property as shown on Exhibit D, at or near the entrance at locations approved by Landlord, which approval shall not be unreasonably delayed or withheld. Such signs shall conform to all local laws and regulations. Tenant shall remove all signs of Tenant attached to the front of the Building upon the expiration or earlier termination of this Lease and immediately repair any damage to either or both of the Property and the Premises caused by, or resulting from, such removal.

5. Security Deposit. There shall be no security deposit.

6. Prepossession of Suites 200 East, 400, 400A and 400B. Landlord shall allow Tenant prepossession of the vacant portions of Suites 200 East, 400, 400A and 400B on the later of February 1, 2017, or five business days advance notice to landlord for the purpose of commencing construction, subject to the issuance of building permits. Tenant shall not be required to pay Rent for such period but shall be responsible for the payment of utilities as set forth in Section 11 herein and shall have in force Tenant's insurance.

4. CONDITION AND IMPROVEMENT OF PREMISES; REPAIRS AND MAINTENANCE.

1. Condition of Premises. Tenant agrees that Tenant is familiar with the condition of the Premises, and except as provided herein, Tenant hereby accepts the foregoing on an "AS-IS," "WHERE-IS" basis.

2. Landlord Maintenance. Landlord shall maintain in good order and repair (a) the foundation, exterior walls and interior load-bearing walls, roof structure and roof covering, and tuckpointing of the Building, (b) the common areas of the Property, including but not limited to the stairways, parking areas, and landscaping and (c) the building systems including the heating, ventilating and air conditioning facilities, the electrical systems and the plumbing systems. Landlord agrees to commence any required repairs or replacements within a reasonable period of time after receiving written notice of the need for such repairs.

3. Landlord Repairs. Landlord shall be obligated to make any repairs, replacements or improvements, of any kind or nature necessary to cure any roof leak over Suite 400B (Auto Showcase) within 30 days of the date of occupancy by the Tenant and cause the handicapped parking spaces to be code compliant within thirty days of the date of occupancy.

4. Tenant Maintenance. Tenant shall at all times and at Tenant's expense, maintain the interior of the Premises, including cleaning services, replacement of lightbulbs, ballasts and light fixtures, window and glass door cleaning. Tenant shall be solely responsible for the maintenance of Tenant's generator. Tenant shall, at Tenant's expense, provide security, janitorial services, refuse collection and fire protection equipment and services for the Premises during the term of the Lease.

5. Tenant Improvements. Tenant agrees to make the following improvements ("Tenant Improvements") to the Premises: (a) installation of two unisex ADA accessible restrooms; (b) installation of a

double aluminum glass entry doorway; (c) installation of a corridor to the restrooms; and (d) upgrading the existing electrical circuit panel to a three phase, 208/120 circuit. Tenant shall cause the Tenant Improvements to be performed in a good and workmanlike manner, in compliance with all applicable permits, laws and requirements of public authorities. Tenant shall not cause and shall immediately bond or have released any mechanic's liens filed or claimed against any or all of the Premises by reason of labor or materials provided for the above referenced Tenant Improvements, or otherwise arising out of Tenant's use or occupancy of the Premises and shall defend, indemnify and hold harmless the Landlord against and from any and all liability incurred by Landlord on account of such lien or claim.

6. Credit for Tenant Improvements. Tenant shall receive a credit ("Improvement Credit") toward the Rent due and owing under the terms of this Lease in an amount equal to \$100,000.00. The Improvement Credit shall be applied toward the monthly Rent payments until such amount of such Improvement Credit has fully been provided to the Tenant.

5. QUIET ENJOYMENT. Subject to the provisions of this Lease so long as Tenant pays all of the Rent and performs all of its other obligations hereunder, Tenant shall not be disturbed in its possession of the Premises by Landlord or any other person lawfully claiming through or under Landlord. This covenant shall be construed as a covenant running with the Property and is not a personal covenant of Landlord. Notwithstanding the foregoing, however, Tenant acknowledges and agrees that Landlord shall have the right to use portions of the Common Areas (inclusive of the roof of the Building) for such purposes and uses as Landlord may desire; provided, however, that in all events and under all circumstances, Landlord's use of any portion of the Common Areas shall not interfere, in any material respect, with any or all of (a) Tenant's rights to occupy and use the Premises or Common Areas (in the manner and for the purposes contemplated hereunder); (b) Tenant's right to utilize the vehicular parking areas located on the Common Areas; and (c) Tenant's right of access, ingress and egress to and from the Premises and Common Areas. Landlord shall be permitted access to the 2nd floor stairway during normal working hours on normal business days, upon reasonable advance notice. Tenant shall be responsible for cleaning, maintaining and supplying the restrooms to be constructed.

6. ASSIGNMENT, SUBLETTING AND MORTGAGING.

1. Prohibition. Tenant shall not, whether voluntarily, or by operation of law, or otherwise: (a) assign or otherwise transfer this Lease; (b) sublet the Premises or any part thereof, or allow the same to be used or occupied by anyone other than Tenant; or (c) mortgage, pledge, encumber, or otherwise hypothecate this Lease or the Premises, or any part thereof, in any manner whatsoever, without in each instance obtaining the prior written consent of Landlord, which consent may be given or withheld in Landlord's sole discretion. Any consent by Landlord to a particular assignment, sublease or mortgage shall not constitute consent or approval of any subsequent assignment, sublease or mortgage, and Landlord's written approval shall be required in all such instances.

7. COMPLIANCE WITH LAWS.

1. Compliance with Laws. Tenant shall, at its sole expense comply with all local, state and federal laws, rules, regulations and requirements now or hereafter in force and all judicial and administrative decisions pertaining thereto (collectively, "Laws"), pertaining to either or both of the Premises and Tenant's use and occupancy thereof. Tenant shall give prompt notice to Landlord of any written notice it receives of the alleged violation of any law or requirement of any governmental or administrative authority with respect to either or both of the Premises and the use or occupation thereof. The judgment of any court of competent jurisdiction, or the admission of Tenant in any action or proceeding against Tenant, whether Landlord is a party thereto or not, that any such Law pertaining to the Premises has been violated, shall be conclusive of that fact as between Landlord and Tenant.

2. Hazardous Materials. Tenant shall not (a) cause or permit any Hazardous Materials (defined below) to be brought into the Building, (b) cause or permit the storage or use of Hazardous Materials in any manner within or in the vicinity of the Building or (c) cause or permit the escape, disposal or release of any Hazardous Materials within or in the vicinity of the Building. If during the Term (or any extension thereof) any Hazardous Material is generated, transported, stored, used, treated or disposed of at, to, from, on or in either or both of the Premises and the Property by, or as a result of any act or omission of Tenant: (i) Tenant shall, at its own cost, at all times comply with all laws (federal, state or local) relating to Hazardous Materials, including, but not limited to, all Environmental Laws (defined below), and Tenant shall further, at its own cost, obtain and maintain in full force and effect at all times all permits and other approvals required in connection therewith; (ii) Tenant shall promptly provide Landlord with complete copies of all communications, permits or agreements with, from or issued by any governmental authority or agency (federal, state or local) or any private entity relating in any way to the presence,



release, threat of release, or placement of Hazardous Materials on or in the Premises or any portion of the Property, or the generation, transportation, storage, use, treatment, or disposal at, on, in or from the Premises, of any Hazardous Materials; (iii) Landlord and its respective agents and employees shall have the right to either or both enter the Premises and conduct appropriate tests for the purposes of ascertaining Tenant's compliance with all applicable laws (including Environmental Laws), rules or permits relating in any way to the generation, transport, storage, use, treatment, disposal or presence of Hazardous Materials on, at, in or from all or any portion of either or both of the Premises and the Property; and (iv) upon written request by Landlord, Tenant shall provide Landlord with the results of reasonably appropriate tests of air, water or soil to demonstrate that Tenant complies with all applicable laws, rules or permits relating in any way to the generation, transport, storage, use, treatment, disposal or presence of Hazardous Materials on, at, in or from all or any portion of either or both of the Premises and the Property. This **Section 7.2** does not authorize the generation, transportation, storage, use, treatment or disposal of any Hazardous Materials at, to, from, on or in the Premises in contravention of this **Section 7**. Tenant covenants to investigate, clean up and otherwise remediate, at Tenant's sole expense, any release of Hazardous Materials caused, contributed to or created by Tenant during the Term. Such investigation and remediation shall be performed only after Tenant has obtained Landlord's prior written consent; provided, however, that Tenant shall be entitled to respond immediately to an emergency without first obtaining such consent. All remediation shall be performed in strict compliance with Environmental Laws and to the reasonable satisfaction of Landlord. Tenant shall be liable for any and all conditions covered hereby, and for all costs relating thereto, that are caused or created by Tenant. Tenant shall not enter into any settlement agreement, consent decree or other compromise with respect to any claims relating to any Hazardous Materials in any way connected to the Premises without first obtaining Landlord's written consent (which consent may be given or withheld in Landlord's sole, but reasonable, discretion) and affording Landlord the reasonable opportunity to participate in any such proceedings. As used herein, the term (x) "**Environmental Laws**" shall mean any and all laws pertaining to Hazardous Materials or that otherwise deal with, or relate to, air or water quality, air emissions, soil or ground conditions or other environmental matters of any kind; and (y) "**Hazardous Materials**" shall mean any waste, material or substance (whether in the form of liquids, solids or gases, and whether or not air-borne) that is or may be deemed to be or include a pesticide, petroleum, asbestos, polychlorinated biphenyl, radioactive material, urea formaldehyde or any other pollutant or contaminant that is or may be deemed to be hazardous, toxic, ignitable, reactive, corrosive, dangerous, harmful or injurious, or that presents a risk to public health or to the environment, and that is or becomes regulated by any Environmental Law.

8. INSURANCE.

1. Insurance to be Maintained by Landlord. Landlord shall maintain commercial general public liability insurance covering Landlord for claims arising out of liability for bodily injury, death, personal injury, advertising injury and property damage occurring in and about the Property and otherwise resulting from any acts and operations of Landlord, its agents and employees (collectively, "**Landlord's Policies**"), all of the above with limits that are required by any lender(s) of Landlord, or as are otherwise reasonably determined by Landlord.

2. Insurance to be Maintained by Tenant. Tenant shall not do nor permit to be done any act or thing in or upon the Premises which will invalidate or be in conflict with the terms of the fire, sprinkler, water damage, or other insurance policies covering the Building and the fixtures and property therein nor increase the insurance rate on the Building. Tenant shall keep in force during this Lease, a policy or policies of (i) general liability insurance, including personal injury and property damage, in the amount of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 annual general aggregate per location, and comprehensive automobile liability insurance covering Tenant against any losses arising out of liability for personal injuries or deaths of persons and property damage occurring in or about the Premises and Property, (ii) "all-risk" property insurance covering both the Premises and Tenant's Property (and damage to other property resulting from any acts or operations of Tenant) and Alterations, as defined in **Section 9.1** and (iii) Workers Compensation insurance as required by law. Said general liability policy shall (a) name Landlord as an additional insured; (b) provide coverage for the indemnity obligations of Tenant under this Lease; and (c) be primary, not contributing with, and not in excess of, coverage that Landlord may carry. Landlord acknowledges that the Tenant maintains insurance as a member and through the Intergovernmental Risk Management Agency ("IRMA"), an Illinois Risk Pool and that providing coverage through IRMA, is acceptable to Landlord.

9. ALTERATIONS.

1. Procedural Requirements. Tenant may make, at its expense, the alterations and improvements in and to the Premises (hereinafter collectively referred to as "**Alterations**") as set forth in the Plans for Alteration, prepared by Williams Architect's and dated January 20, 2017 and any revisions thereto approved by the Landlord,

which approval shall not unreasonably be withheld or delayed . In addition, Tenant may install, at its expense, security cameras in the parking areas and doorways to the stairways up to the second level storage area, the location of which shall be subject to Landlord's approval, which approval shall not be unreasonably withheld or delayed. Tenant may, from time to time, make, at its expenses, alterations and improvements, (hereinafter collectively referred to as "**Other Alterations**") provided that Tenant first obtains the written consent of Landlord. Landlord's consent to any Other Alterations shall not be unreasonably withheld, provided that: (a) the Other Alterations are non-structural and the structural integrity of the Property shall not be affected; (b) the Other Alterations are to the interior of the Premises; (c) the proper functioning of the mechanical, electrical, heating, ventilating, air-conditioning ("**HVAC**"), sanitary and other service systems of the Property shall not be affected and the usage of such systems by Tenant shall not be increased; (d) the Other Alterations have no adverse effect on other leased premises in the Property; (e) Tenant shall have appropriate insurance coverage, reasonably satisfactory to Landlord, regarding the performance and installation of the Other Alterations; and (f) the Other Alterations shall conform with all other requirements of this Lease. Additionally, before proceeding with any Alterations, or Other Alterations, Tenant shall at Tenant's expense, obtain all necessary governmental permits and certificates for the commencement of construction.

2. Performance of Alterations. Tenant shall cause the Alterations and Other Alterations to be performed in a good and workmanlike manner, in compliance with all applicable permits, laws and requirements of public authorities. In the event any Tenant Improvements or Alterations require service interruptions to other tenants of the Property, the Tenant shall provide Landlord reasonable advance notice of the service interruption. Tenant shall obtain all necessary permits and certificates for final governmental approval of the Alterations and Other Alterations. Any roof penetrations shall be made by Tenant only with Landlord's prior approval, subject to Landlord's restrictions and by Landlord's approved contractors, so as to preserve Landlord's existing roof warranty. Tenant shall install Tenant's generator at Tenant's sole expense (including installation of a base for Tenant's generator) at a location as approved by Landlord. Tenant has requested that the generator be located in the rear fenced-in parking lot reserved for Comcast (the Suite 100 tenant), adjacent to the power pole bringing electrical service to the Building and a new power pole to be erected to serve the Village Premises. Landlord has obtained Comcast permission to install a second power pole and locate the generator at that location and has obtained Comcast permission for Tenant to install an electrical panel on the outside of the electrical service room in the Comcast warehouse space. Tenant shall cooperate with Comcast in coordinating the installation of same. Tenant need not remove the generator at the end of Tenant's Lease.

3. Lien Prohibition. Tenant shall not cause and shall immediately bond or have released any mechanic's liens filed or claimed against any or all of the Premises by reason of labor or materials provided for the above referenced Alterations and Other Alterations, or otherwise arising out of Tenant's use or occupancy of the Premises and shall defend, indemnify and hold harmless the Landlord against and from any and all liability incurred by Landlord on account of such lien or claim.

10. LANDLORD'S AND TENANT'S PROPERTY.

1. Landlord's Property. Subject to Sections 4.6 and 10.2, all fixtures, machinery, equipment, Alterations, Tenant Improvements and any appurtenances attached to, or built into, the Premises at the commencement of, or during the Term, whether or not placed there by or at the expense of Tenant, shall become and remain a part of the Premises; shall be deemed the property of Landlord (the "**Landlord's Property**"), and shall not be removed by Tenant at the Expiration Date unless Landlord requests their removal. In no event shall Tenant remove any of the following materials or equipment without Landlord's prior written consent: any power wiring or power panels, lighting or lighting fixtures, wall or window coverings, carpets or other floor coverings, heaters, air conditioners or any other HVAC equipment, fencing or security gates, or other similar building operating equipment and decorations.

2. Tenant's Property. All movable non-structural partitions, business and trade fixtures, machinery and equipment, communications equipment and office equipment that are installed in the Premises by, or for the account of, Tenant and without expense to Landlord and that can be removed without structural damage to the Property, and all furniture, furnishings and other articles of movable personal property owned by Tenant and located in the Premises (collectively, the "**Tenant's Property**") shall be and shall remain the property of Tenant and may be removed by Tenant at any time during the Term, provided Tenant repairs or pays the cost of repairing any damage to the Premises or to the Property resulting from the installation and/or removal thereof. At or before the Expiration Date, or the date of any earlier termination, Tenant, at its expense, shall remove from the Premises all of Tenant's Property and any Alterations (except such items thereof that Landlord shall have expressly permitted, in writing, to remain, which property shall become the property of Landlord), and Tenant shall repair any damage to the Premises



or the Property resulting from any installation and/or removal of Tenant's Property. Any other items of Tenant's Property that shall remain in the Premises after the Expiration Date, or following an earlier termination date, may, at the option of Landlord, be deemed to have been abandoned, and in such case, such items may be retained by Landlord as its property or be disposed of by Landlord at Tenant's expense, in Landlord's discretion.

11. UTILITIES. Tenant shall pay all electrical and gas services from the utility or municipality providing such service; shall provide for scavenger and cleaning services; and shall pay for such services when payments are due. Tenant shall pay a proportionate share of the water bill based upon its percentage of occupancy with respect to the total square footage of the Building. Tenant shall be solely responsible for the repair and maintenance of any meters necessary in connection with such services. Tenant's use of electrical energy in the Premises shall not, at any time, exceed the capacity of either or both of (i) any of the electrical conductors and equipment in or otherwise servicing the Premises; and (ii) the HVAC systems of either or both of the Premises and the Property. Landlord shall have no liability to Tenant for any loss, damage, or expense which Tenant may sustain or incur by reason of any change, failure, inadequacy, or defect in the supply or character of the electrical energy furnished to the Premises or if the quantity or character of the electrical energy is no longer available or suitable for Tenant's requirements.

12. LANDLORD'S RIGHTS. Landlord and its respective agents, employees and representatives shall have the right to enter the Premises during normal business hours and on normal business days upon twenty-four (24) hours prior notice (except in the event of emergency): (a) to make reasonable inspection of the Premises; (b) to make such repairs to all or any portion of either or both of the Premises and the Property, or the Property's facilities and equipment as Landlord is required to make; (c) to make reasonable inspection and exhibition of the Premises to prospective purchasers or lessees of the Building or to prospective mortgagees or to prospective assignees of any such mortgagees; and (d) during the six months prior to the expiration of the term of this Lease, to exhibit the Premises to prospective tenants; provided, however, that Landlord shall not unreasonably interfere with the Tenant's business operations and Tenant's use and enjoyment of the Premises.. Landlord shall be allowed to take all material into and upon the Premises that may be required for the repairs above mentioned without the same constituting an eviction of Tenant in whole or in part, and the rent reserved shall in no wise abate, except as otherwise provided in this Lease, while said repairs are being made.

Notwithstanding the foregoing, the Landlord shall have no right of access to any areas of the Premises used for the storage of evidence without the express approval of the Police Chief or Village Manager.

13. INDEMNIFICATION.

1. Tenant Indemnification. Tenant hereby indemnifies, defends, and holds Landlord, and Landlord's officers, agents and employees (collectively, ("**Landlord Indemnified Parties**") harmless from and against any and all Losses (defined below) arising from or in connection with (a) any act, omission or negligence of Tenant; (b) any accident, injury or damage whatsoever (unless caused by Landlord's negligence) occurring in, at or upon either or both of the Property and the Premises and caused by Tenant (c) any breach by Tenant of any of its warranties and representations under this Lease; (d) any violation or alleged violation by Tenant of any Law including, without limitation, any Environmental Law; (e) claims for work or labor performed or materials supplies furnished to or at the request of Tenant; (f) claims arising from any breach or default on the part of Tenant in the performance of any covenant contained in this Lease; or (g) the violation of any Environmental Law or any permit, application or consent required in connection with any Environmental Law by Tenant with respect to the Premises during the Term, excluding, however, any violation of any Environmental Law resulting from the acts or omissions of Landlord and Landlord's officers, directors, employees, agents and contractors (collectively, "**Tenant's Indemnified Matters**"). In case any action or proceeding is brought against any or all of Landlord and the Landlord Indemnified Parties by reason of any of Tenant's Indemnified Matters, Tenant, upon notice from Landlord, shall defend such action or proceeding. The term "**Losses**" shall mean all claims, demands, expenses, actions, judgments, damages (whether direct or indirect, known or unknown, foreseen or unforeseen), penalties, fines, liabilities, losses of every kind and nature (including, without limitation, sums paid in settlement of claims and any costs and expenses associated with injury, illness or death to or of any person), suits, administrative proceedings, costs and fees, including, without limitation, attorneys' and consultants' fees and expenses, and the costs of cleanup, remediation, removal and restoration, that are in any way related to any matter covered by the foregoing indemnity. The provisions of this Section 13.1 shall survive the expiration or termination of this Lease.

2. Landlord Indemnification. Landlord hereby indemnifies, defends and holds Tenant and Tenant's officers agents and employees ("**Tenant Indemnified Parties**") harmless from and against any and all claims, demands, expenses, actions, judgments, damages (whether direct or indirect, known or unknown, foreseen or



unforeseen), penalties, fines, liabilities, losses of every kind and nature (including, without limitation, sums paid in settlement of claims and any costs and expenses associated with injury, illness or death to or of any person), suits, administrative proceedings, costs and fees, including, without limitation, attorneys' and consultants' fees and expenses, as direct result of any negligent, willful or intentional acts or omissions of any or all of Landlord and any parties within the direct and sole control of either or both of Landlord. In the event that any action or proceeding is brought against Tenant, and the foregoing indemnity is applicable to such action or proceeding, then Landlord, upon notice from Tenant, shall defend such action or proceeding. The provisions of this Section 13.2 shall survive the expiration or termination of this Lease.

3. Limitation. Notwithstanding anything to the contrary herein, nothing in this Section 13 shall be deemed to exculpate either Party from, or indemnify either Party for, that Party's negligent or willful acts or omissions.

4. Suites 400 and 400B are currently occupied by Chicago Auto Showcase on a month-to-month lease. Landlord represents that Landlord has timely served Landlord's Notice to Quit to Chicago Auto Showcase to vacate the said suites on or by January 31, 2017. In the event Chicago Auto Showcase has not vacated said suites by February 28, 2017, upon the request of the Tenant, Landlord shall take such steps as necessary to evict Chicago Auto Showcase and provide occupancy to the Tenant. Tenant shall not be responsible for the payment of rent for any portions of the suites until it receives occupancy. Suite 300 is currently occupied by Chicago Title Insurance Company pursuant to a written lease expiring March 31, 2017. Chicago Title Insurance Company has represented to both Landlord and Tenant that it intends to timely vacate said space on or by March 31, 2017. Chicago Title has agreed to transfer to Tenant its furnishings and partitions, so Landlord shall not remove same prior to Tenant's occupancy. Landlord further agrees to leave its remaining furniture and partitions in Suite 400A for Tenant's use.

Landlord shall use its best efforts to see that both Chicago Auto Showcase and Chicago Title Insurance Company timely vacate their respective suites. Landlord shall not be liable for any damage caused by a tenant's failure to timely vacate the Premises.

14. DAMAGE OR DESTRUCTION.

1. Notification and Repair. Tenant shall give prompt notice to Landlord of (a) any fire or other casualty to the Premises or the Property, and (b) any damage to or defect in any part or appurtenance of the Property's sanitary, electrical, HVAC, elevator or other systems located in or passing through the Premises or any part thereof. Subject to the provisions of Section 14.3 below, if either or both of the Property and the Premises is damaged by fire or other insured casualty, Landlord shall repair the damage and restore and rebuild the Property and/or the Premises with reasonable dispatch after notice to it of the damage or destruction and the adjustment of the insurance proceeds attributable to such damage. Landlord shall use its diligent, good faith efforts to make such repair or restoration promptly and in such manner as not to unreasonably interfere with Tenant's use and occupancy of the Premises.

2. Rental Abatement. If (a) the Property is damaged by fire or other casualty thereby causing the Premises to be inaccessible or (b) the Premises are partially damaged by fire or other casualty, the Rent shall be proportionally abated to the extent of any actual loss of use of the Premises by Tenant.

3. Total Destruction. If the Property or the Premises shall be totally destroyed by fire or other casualty, or if the Property shall be so damaged by fire or other casualty that the Tenant is unable to use and occupy the Premises for the purposes set forth in Section 3.1, Tenant shall have the option to terminate this Lease on 30 days advance written notice to Landlord. In such event, the termination shall be effective as of the date upon which the Tenant provides written notice to the Landlord terminating this Lease pursuant to the preceding sentence.

15. EMINENT DOMAIN. If the whole, or any substantial portion, of the Property is taken or condemned for any public use under any Law or by right of eminent domain, or by private purchase in lieu thereof, and such taking would prevent or materially interfere with the Permitted Use of the Premises, this Lease shall terminate effective when the physical taking of said Premises occurs. Landlord shall be entitled to any and all payment, income, rent or award, or any interest therein whatsoever, which may be paid or made in connection with such a taking or conveyance, and Tenant shall have no claim against Landlord for the value of any unexpired portion of this Lease. Notwithstanding the foregoing, Tenant may file a claim for loss of business or goodwill, or for its personal property taken, provided the same does not reduce the Landlord's award.

16. SURRENDER AND HOLDOVER. On the last day of the Term, or upon any earlier termination of this Lease, or upon any re-entry by Landlord upon the Premises, (a) Tenant shall quit and surrender the Premises to Landlord "broom-clean" and in good order, condition and repair, except for ordinary wear and tear and such damage or destruction as Landlord is required to repair or restore under this Lease, and (b) Tenant shall remove all of

Tenant's Property therefrom, except as otherwise expressly provided in this Lease. The obligations imposed under the preceding sentence shall survive the termination or expiration of this Lease. If Tenant remains in possession after the Expiration Date hereof or after any earlier termination date of this Lease or of Tenant's right to possession: (i) Tenant shall be deemed a tenant-at-will on a month to month basis and Tenant's rent shall be 150% of the rent in Section 1.10; and (ii) the tenancy-at-will may be terminated upon 30 days' written notice from Landlord. The provisions of this Section 16 shall not constitute a waiver by Landlord of any re-entry rights of Landlord provided hereunder or by law.

17. EVENTS OF DEFAULT.

1. Tenant's Default. Each of the following shall constitute a default by Tenant under this Lease: (a) if Tenant fails to pay Rent within five days after written notice from Landlord of such failure to pay on the due date; provided, however, that if in any consecutive 12 month period, Tenant shall, on three separate occasions, fail to pay any installment of Rent on the date such installment of Rent is due, then, on the third such occasion and on each occasion thereafter on which Tenant shall fail to pay an installment of Rent on the date such installment of Rent is due, Landlord shall be relieved from any obligation to provide notice to Tenant, and Tenant shall then no longer have a five day period in which to cure any such failure; or (b) if Tenant fails, whether by action or inaction, to timely comply with, or satisfy, any or all of the obligations imposed on Tenant under this Lease (other than the obligation to pay Rent) for a period of 30 days after Landlord's delivery to Tenant of written notice of such default under this Section 17.1; provided, however, that if the default cannot, by its nature, be cured within such 30 day period, but Tenant commences and diligently pursues a cure of such default promptly within the initial 30 day cure period, then Landlord shall not exercise its remedies under Section 17 unless such default remains uncured for more than 60 days after Landlord's notice

2. Landlord's Default. In the event that Landlord defaults in the observance or performance of any term or condition required to be performed by Landlord hereunder, Tenant may elect either to (i) act to cure and remedy such default hereunder by Landlord or (ii) commence an action in a court of competent jurisdiction to compel performance by Landlord hereunder; provided, however, that Tenant may not exercise either of such remedies without first providing written notice of the alleged default to Landlord, setting forth, with reasonable specificity and detail, the nature of such default, and thereafter permitting Landlord a 30 day period to cure such default (which cure period may be extended if Landlord is diligently pursuing performance of the applicable cure, but such cure is not completed within the 30 day period). Upon expiration of Landlord's cure period, Tenant shall deliver written notice to Landlord advising of Tenant's election of (i) or (ii) above.

18. RIGHTS AND REMEDIES.

1. Landlord's Cure Rights Upon Default of Tenant. If Tenant defaults in the performance of any of its obligations under this Lease, Landlord, without thereby waiving such default, may (but shall not be obligated to) perform the same for the account, and at the expense of, Tenant upon compliance with any notice requirements and cure periods set forth in Section 17.1.

2. Landlord's Remedies. In the event of any default by Tenant under this Lease, Landlord, at its option, and after any applicable notice and cure period (as required pursuant to Section 17.1), but without additional notice or demand from Landlord, if any, as provided in Section 17.1 has expired, may, in addition to all other rights and remedies provided in this Lease, or otherwise at law or in equity: terminate this Lease and/or Tenant's right of possession of the Premises; If Landlord elects to terminate the lease, Landlord, at Landlord's option, may relet all or any part of the Premises from time to time, either in the name of Landlord or otherwise, to such tenant or tenants, for any term ending before, on or after the Expiration Date, at such rent as Landlord, in its sole but reasonable discretion, may determine. Landlord shall have no obligation to accept any tenant offered by Tenant and shall not be liable for failure to relet or, in the event of any such reletting, for failure to collect any rent due upon any such reletting. Landlord shall use reasonable efforts to mitigate its damages but shall not be required to divert prospective tenants from any other portions of the Building. In addition, for purposes of any reletting, Landlord is authorized to decorate, repair, alter and improve the Premises to the extent deemed necessary by Landlord, in its sole, but reasonable, discretion. In the event of the termination of this Lease by Landlord, Landlord shall be entitled to recover from Tenant (i) all damages and other sums that Landlord is entitled to recover under any provision of this Lease or at law or in equity, including, but not limited to, all fixed dollar amounts of Rent accrued and unpaid for the period up to and including such termination date; (ii) all other additional sums payable by Tenant, or for which Tenant is liable, or in respect of which Tenant has agreed to indemnify Landlord, under any of the provisions of this Lease, that may be then owing and unpaid; (iii) all costs and expenses (including, without limitation, court costs and attorneys' reasonable fees) incurred by Landlord in the enforcement of its rights and remedies under this Lease; and (iv) any damages provable by Landlord as a matter of law including, without limitation, the difference, if any,



between the Rent provided to be paid for the remainder of the Term (measured from the effective termination date of this Lease and any rent to be paid through reletting.

19. SUBORDINATION; ESTOPPEL LETTER.

1. **Subordination.** This Lease shall be subject and subordinate to the lien, operation and effect of a mortgage, deed of trust and/or similar instrument covering any or all of the Premises or the Property, and each renewal, modification, or extension thereof (each of which is referred to as a "Mortgage"), all automatically and without the necessity of any further action by either Party hereto; provided, however, that in the event the beneficiary under such Mortgage ("Mortgagee") succeeds to the interest of the Landlord hereunder through foreclosure or otherwise, such Mortgagee shall honor this Lease and shall not disturb Tenant in its possession of the Premises except in the case of default. IN addition, Tenant shall attorn to any such Mortgagee and agrees that such Mortgagee shall not be liable to Tenant for any defaults by Landlord under this Lease or for any other event occurring prior to such Mortgagees' succeeding to the interest of the Landlord hereunder.

2. **Estoppel Letter.** Tenant agrees, at any time, and from time to time, upon not less than 14 days' prior notice by Landlord, to execute, acknowledge, and deliver to Landlord, a statement in writing addressed to Landlord certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), stating the dates to which the fixed minimum rent, additional rental, and other charges have been paid, and stating whether or not, to the best knowledge of the signer of such certificate, there exists any default in the performance of any covenant, agreement, term provision, or condition contained in this Lease, and, if so, specifying each such default of which the signer may have knowledge, it being intended that any such statement delivered pursuant hereto may be relied upon by Landlord and by any mortgagee or prospective mortgagee of any mortgage affecting the Building or the Building and the Land, and by any landlord under a ground or underlying lease affecting the Land or Building, or both.

20. **BROKER.** Tenant and Landlord covenants, warrant and represent that no broker has been involved with respect to the Lease of the Premise.

21. MISCELLANEOUS.

1. **Merger.** All prior understandings and agreements between the parties are merged in this Lease, which alone fully and completely expresses the agreement of the parties. No agreement shall be effective to modify this Lease, in whole or in part, unless such agreement is in writing, and is signed by the party against whom enforcement of said change or modification is sought.

2. **Notices.** Any notice required to be given by either party pursuant to this Lease, shall be in writing and shall be deemed to have been properly given, rendered or made only if personally delivered, or if sent by Federal Express or other comparable commercial overnight delivery service, addressed to the other party at the addresses set forth below (or to such other address as Landlord or Tenant may designate to each other from time to time by written notice), and shall be deemed to have been given, rendered or made on the day so delivered or on the first business day after having been deposited with the courier service:

If to Landlord: 505 E. North, Inc.
490 Windy Point Drive
Glendale Heights, IL 60139
Attn: President

With a copy to: McNeas & Associates, LLC
195 Hiawatha Drive
Carol Stream, IL 60188
Attn: Robert A. McNeas

If to Tenant: Village of Carol Stream
500 N. Gary Avenue
Carol Stream, IL 60188
Attn: Village Manager



With a copy to:

James A. Rhodes
Klein, Thorpe & Jenkins, Ltd.
20 North Wacker Drive, Suite 1660
Chicago, IL 60606

3. Headings. The headings of the sections and subsections hereof are provided only for convenience and reference and shall not be considered in construing their respective contents.

4. Non-Waiver. The failure of either party to insist, in any one or more instances, upon the strict performance of any one or more of the obligations of this Lease, or to exercise any election herein contained, shall not be construed as a waiver or relinquishment for the future of the performance of such one or more obligations of this Lease or of the right to exercise such election, but the Lease shall continue and remain in full force and effect with respect to any subsequent breach, act or omission.

5. Parties Bound. Except as otherwise expressly provided for in this Lease, this Lease shall be binding upon, and inure to the benefit of, the successors and assignees of the parties hereto.

6. Recordation of Lease. Tenant shall not record or file this Lease (or any memorandum hereof) in the public records of any county or state.

7. Survival of Obligations. Upon the expiration or other termination of this Lease, neither party shall have any further obligation nor liability to the other except as otherwise expressly provided in this Lease and except for such obligations as, by their nature or under the circumstances, can only be, or by the provisions of this Lease, may be performed after such expiration or other termination.

8. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Illinois. Venue shall be in the Circuit Court of the 18th Judicial Circuit, DuPage County, Illinois.

9. Construction. If any provision of this Lease shall be invalid or unenforceable, the remainder of this Lease shall not be affected but shall be enforced to the extent permitted by law. The captions, headings and titles in this Lease are solely for convenience of reference and shall not affect its interpretation. This Lease shall be construed without regard to any presumption or other rule requiring construction against the party causing this Lease to be drafted. Each covenant, agreement, obligation, or other provision of this Lease to be performed by Tenant, shall be construed as a separate and independent covenant of Tenant, not dependent on any other provision of this Lease. All terms and words used in this Lease, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require.

10. Time. Time is of the essence of this Lease.

11. Exhibits. All Exhibits attached hereto and executed (or initialed) both by Landlord and Tenant shall be deemed to be a part hereof and hereby incorporated herein.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease as of the day and year first above written.

LANDLORD:

**505 E. North, Inc.,
an Illinois Corporation**

By: G. E. Moran
Its: PRESIDENT

TENANT:

**Village of Carol Stream, Illinois,
an Illinois Municipal Corporation**

By: _____
Its: _____

EXHIBIT A

Property

ATTACH APPROPRIATE LEGAL DESCRIPTION

Ca

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A (CONTINUED)

ORDER NO.: 1410 020120510 OP

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

PARCEL 1:

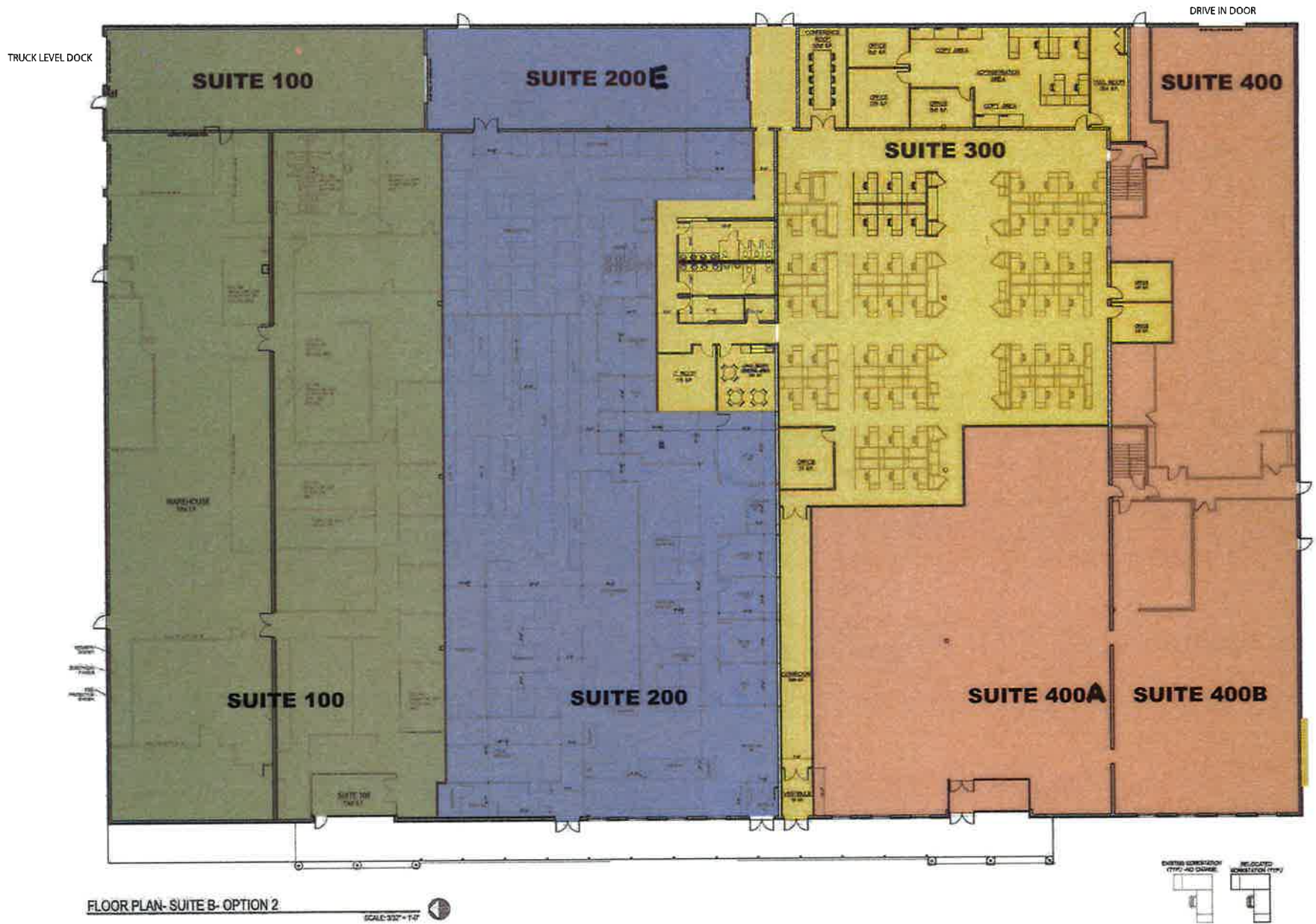
LOT 5, EXCEPT THE SOUTH 136.0 FEET THEREOF, IN KRES SUBDIVISION, BEING A PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 6, 1961 AS DOCUMENT 998730, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2:

LOT 8, AND ALSO THE SOUTH 136.0 FEET OF LOT 5, IN KRES SUBDIVISION, BEING A PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 6, 1961 AS DOCUMENT 998730, IN DUPAGE COUNTY, ILLINOIS.

EXHIBIT B
Property Site Plan





FLOOR PLAN- SUITE B- OPTION 2

SCALE: 1/4" = 1'-0"

NORTH AVENUE

EXHIBIT C
Leased Premises

Cr

EXHIBIT D

Ground Sign

A handwritten signature, possibly "CW", enclosed within a hand-drawn circle in the bottom right corner of the page.

Village of Carol Stream
INTER-DEPARTMENTAL MEMO

TO: Mayor and Trustees

R/m

FROM: Robert Mellor, Assistant Village Manager

DATE: January 23, 2017

RE: Request to waive formal bidding procedures (Temporary Village Hall/Police Station)

Attached for your review is the preliminary estimate of construction and relocation costs for the temporary Municipal Center proposed to be located at 505 E. North Avenue. Staff has negotiated a final lease cost with the property owner, which is also included on tonight's agenda for your consideration and approval. The estimated budget includes costs developed by our Construction Manager based on plans developed by Williams Architects and preliminary quotes from subcontractors experienced in constructing office space for our temporary Village Hall/Police Station.

Attached is the design of the temporary Village Hall/Police Station to be located at 505 E. North Avenue. The attached budget provides an estimate of probable construction and relocation costs for the temporary facility. **Staff is requesting Village Board authorization to waive formal bidding procedures and allow the Village's Construction Manager, MTI to seek competitive proposals for facility improvements at 505 E. North Avenue to be used as a temporary Village Hall/Police Station.** This will allow the project to move more quickly into the construction phase, allow Village staff to move in to the temporary facility and allow demolition and renovation work to proceed on the current Municipal Center.

Subsequent to these approvals staff and the Village's Construction Manager, MTI will begin preparations for bidding relocation/moving services, preparations to move Board Room facilities to Fire Station #28 on Kuhn Road and relocation of certain Police functions, including incarcerations, to the Village of Glendale Heights Civic Center.

Please contact me if you have any questions.

Cc: Joseph E. Breinig, Village Manager

REVISED PRELIMINARY BUDGET ESTIMATE

B2 - Temporary CSVH & Police Facility - RELOCATE VILLAGE EM GENERATOR

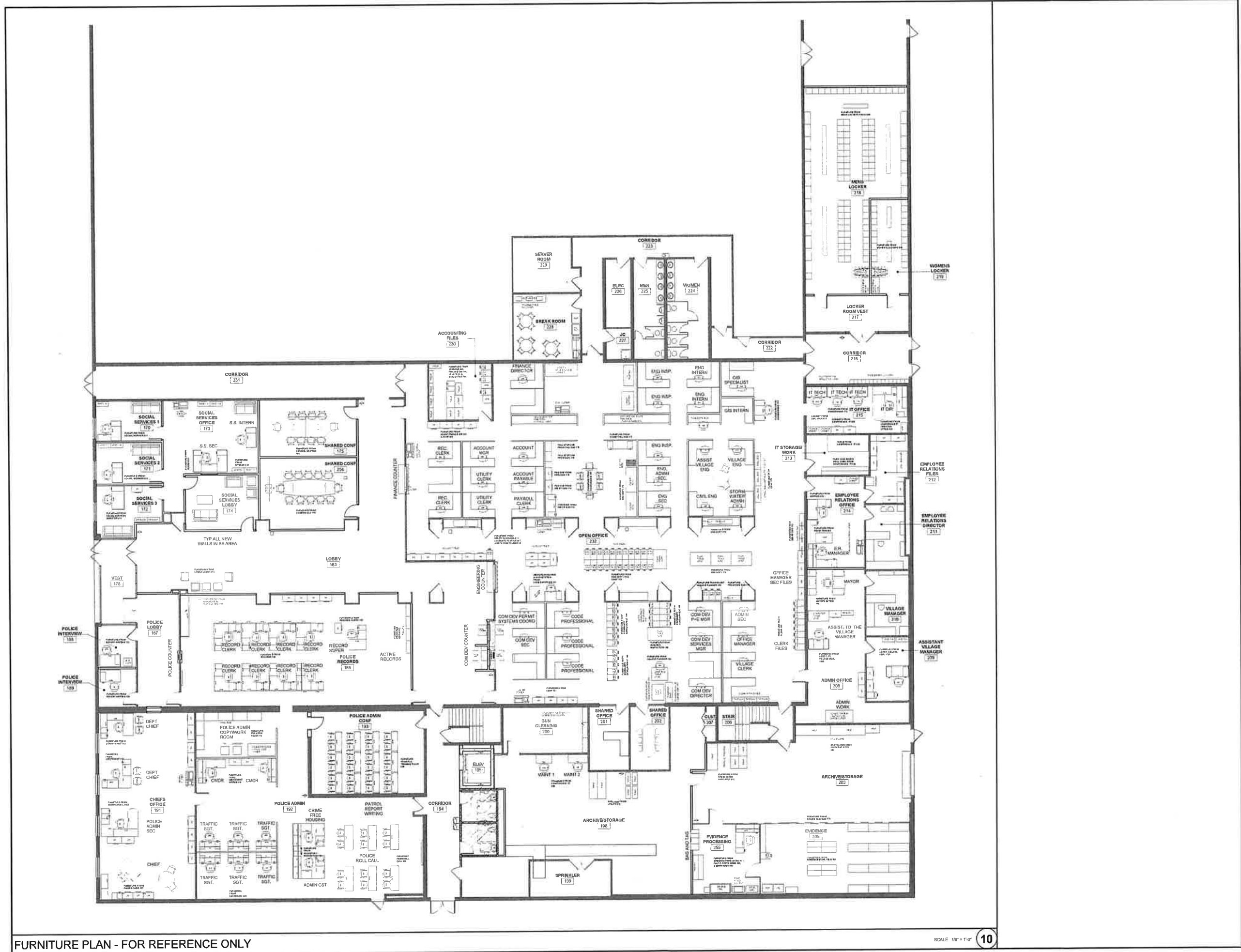
505 E. North Avenue, Carol Stream, IL

January 23, 2017

Renovation Trades	Carol Stream	Landlord
Village Entry Threshold	\$2,940	\$0
2 - Anodized Alum. Entries, Records Window & Public Toilet Mirrors	25,379	0
CMU Work for New Pair of Doors - South Entry	4,598	0
Allow. Roof Patching for Mech., Electrical & Plumbing Penetrations	3,500	0
Drywall, Acoustical, Drs/Frms. & Hrdwr., Paint, Counters & Shutters	121,000	0
Misc. Sealants - Allowance	500	0
Wire Mesh Partitions for Evidence Storage	4,324	0
New Carpet Flooring	12,364	0
Demolition of existing carpeting - Allowance	3,000	0
Vinyl Base on New Drywall & for New Carpet	2,896	0
Ceramic Wall & Flr. Tile & CT Base	3,904	0
Plumbing for Public Toilets & Hi-Lo EWC	33,086	0
Fire Sprinklers (new & relocated heads)	8,566	0
Mech. Grilles, Diffusers, T-Stats, Exh. Fans for Locker Rm. & Toilets	35,910	0
Electrical & Lighting & Exist./Misc. Fire Alarm Modifications	34,136	0
Install EM Gen. w/pad & New 800 Amp 120/208v Service Behind Comcast	100,451	0
Renovation Trades Subtotal	\$396,552	\$0
Professional Service, Utility & Village Fees		
MTI General Conditions	\$45,000	\$0
MTI Fee	44,155	0
Building & Engineering Permits (Presumed Waived)	0	0
Architectural Design & Engineering Fees	62,550	0
Moving - Allowance	100,000	0
Data, telephone & security cabling by Village Carol Stream	36,000	0
Com Ed Provides 800 amp 120/208v Service, Transformer & Pole	20,000	0
Sherman Mechanical Survey - 130 E. St. Charles Rd. CS Address	2,100	0
Total Professional Service, Utility & Village Fees	\$309,805	\$0
Proposed \$200,000 Shared Cost w/Landlord	(\$100,000)	\$100,000
Total Village Renovation & Relocation Cost	\$606,357	
Gross Lease		
Rent for 22 months @ \$10.5 psf	\$577,500	\$0
Rent Offset - Pending	0	0
Total Gross Lease	\$577,500	\$0
TOTAL PRELIMINARY BUDGET ESTIMATE	\$1,183,857	\$100,000

ALTERNATES:

- | | |
|--|----------|
| 1. Paint all remaining existing drywall, ADD | \$19,800 |
| 2. Additional Acoustical 2x4 Ceiling Tile, ADD \$22 per tile | |



FURNITURE PLAN - FOR REFERENCE ONLY

SCALE 1/8" = 1'-0" 10

VILLAGE HALL AND POLICE TEMPORARY FACILITY
 VILLAGE OF CAROL STREAM
 505 E. NORTH AVE.
 CAROL STREAM, IL 60188

Rev. No.	2018-021
Date	2/27/2018
Drawn	A.C.L.S./L.B.R.
Checked	C.S.K./L.B.R.

NO.	DATE	REVISIONS	DESCRIPTION



WILLIAMS ARCHITECTS
 ARCHITECTURE | PLANNING | INTERIORS
 508 Park Boulevard, Suite 200, Itasca, IL 60143
 Phone: 630-251-1127 Fax: 630-251-1128



FURNITURE-FOR REFERENCE

F1.1

10/2017 12/27/17 PM