

Village of Carol Stream

BOARD MEETING

AGENDA

APRIL 4, 2016

7:30 P.M.

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

A. ROLL CALL AND PLEDGE OF ALLEGIANCE:

B. MINUTES:

1. Approval of Minutes of the March 21, 2016 Special Workshop Meeting.
2. Approval of Minutes of the March 21, 2016 Village Board Meeting.

C. LISTENING POST:

1. Resolution No. 2866 Recognizing Charles Ranweiler for Thirty Years of Service with the Village of Carol Stream.
2. Introduction of New Police Officer Jon Bernstein
3. Proclamation Designating April Child Abuse Prevention Month.
4. Proclamation Recognizing Comcast Cares Day
5. Addresses from Audience (3 Minutes).

D. PUBLIC HEARINGS:

E. SELECTION OF CONSENT AGENDA:

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

F. BOARD AND COMMISSION REPORTS:

1. PLAN COMMISSION:

- a. #15349 – T Geneva Crossing IL LLC (Geneva Crossing) – Corner of Geneva Road and Schmale Road
Final Plat of Subdivision
Amendment to a PUD

RECOMMENDED APPROVAL SUBJECT TO CONDITIONS 5-0

G. OLD BUSINESS:

Village of Carol Stream

BOARD MEETING

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H. STAFF REPORTS AND RECOMMENDATIONS:

1. Alcohol Concession Agreement – 2016 Summer Concert Series. *Staff recommends approval of the Summer Concert Series Agreement between the Village of Carol Stream and Carol Stream Rotary Club amending provision 8 eliminating the per patron drink sales limit.*
2. Recommendation to Award a Contract for Construction Services – LED Street Light Replacement Project Phase IV. *Staff recommends approval of a contract with Utility Dynamics Corporation in the amount of \$262,403.00 (base project and alternate) for construction of the LED Street Light Replacement Project Phase IV.*
3. Reject Bids – Emergency Street Light Repair/Replacement Services. *Staff recommends that all bids for Emergency Street Light Repair/Replacement Services be rejected and a new bid packet will be assembled including how bids will be evaluated for purpose of making an award.*
4. Waiver of Bidding & Award of Contract – Board Room Audio Video Equipment. *This is a staff recommendation to waive the formal bidding process and award the contract for upgrades to the Board Room A/V equipment to AVI Systems, Inc. in the amount of \$46,196.00 to replace the current Board room video equipment that is failing.*

I. ORDINANCES:

1. Ordinance No. ____ Amending Chapter 8, Articles 5 and 6 of the Carol Stream Traffic Code-Traffic Schedules (Turning Restrictions and Parking Prohibited-Carol Stream School). *Staff has recommended procedures and traffic control restrictions which includes no left turn during certain times on school days Cochise Court westbound onto Sioux Lane and parking prohibited on Cochise Court and Sioux Lane during designated areas and times on school days to help control the vehicle movements near Carol Stream School.*

J. RESOLUTIONS:

1. Resolution No. ____ Authorizing a Final Plat of Subdivision (T Geneva Crossing IL, LLC-Geneva Crossing). *This request was recommended*

Village of Carol Stream

BOARD MEETING

AGENDA

APRIL 4, 2016

7:30 P.M.

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

for approval subject to conditions by the Plan Commission/Zoning Board of Appeals on March 28, 2016.

K. NEW BUSINESS:

1. 2016 Summer in the Center Activities – Sound Amplification Permit. *The Village of Carol Stream is hosting their 2016 Summer Concert Series and Carnival at the Ross Ferraro Town Center and is requesting a waiver of the \$25.00 amplification permit fee.*
2. Carol Stream Rotary Club – Raffle License. *The Carol Stream Rotary Club is requesting a raffle license approval and waiver of the application fee for their Chili Open to be held on May 13, 2016.*
3. Carl Sandburg Elementary School PTA – Raffle License. *The Carl Sandburg Elementary School PTA is requesting a raffle license approval and waiver of the raffle license fee and Manager's Fidelity Bond for a fundraiser to be held at the American Legion Post 75 on Saturday, April 9, 2016.*

L. PAYMENT OF BILLS:

1. Regular Bills: March 22, 2016 through April 4, 2016.
2. Addendum Warrants: March 22, 2016 through April 4, 2016.

M. REPORT OF OFFICERS:

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

N. EXECUTIVE SESSION:

O. ADJOURNMENT:

LAST ORDINANCE	2016-03-18	LAST RESOLUTION	2865
NEXT ORDINANCE	2016-04-19	NEXT RESOLUTION	2866

Village of Carol Stream

Special Meeting of the Village Board

Village Hall Remodeling Renovation-Phase 2 Design Presentation FY16/17 Budget Wrap-Up

Gregory J. Bielawski Municipal Center
500 N. Gary Avenue, Carol Stream, IL 60188
March 21, 2016
6:00 p.m. – 7:01 p.m.

Meeting Notes

ATTENDANCE:

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

Joseph E. Breinig, Village Manager
Bob Mellor, Assistant Village Manager
Chris Oakley, Asst. to the Village Manager
Jon Batek, Finance Director
Jim Knudsen, Director of Engineering
Marc Talavera, Information Systems Dir.
Ed Sailer, Police Chief
Don Bastian, Community Dev. Dir.
Caryl Rebholz, Employee Relations Dir.
Phil Modaff, Public Works Director
John Jungers, Deputy Police Chief

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

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

Absent: Trustees Hennessey and Schwarze

Village Hall Remodeling Renovation-Phase 2 Design

Mark Bushhouse provided a recap of the design options for the Village Hall remodeling project and described the agreement for architectural services for schematic design & construction development services. Construction documents are broken out by specific trades with preference given to local contractors if desired. Plan to use construction manager at risk who is financially responsible for subcontractors.

Trustee Frusolone wants to make sure employees working in the spaces, have input at the schematic design stage.

Staff to work with Village Attorney and Architect on an Architectural Services Agreement for Village Board consideration on April 4, 2016.

Presentation FY16/17 Budget Wrap-Up

Finance Director Jon Batek presented the budget wrap-up of the other funds for the FY 2017 Budget as follows:

- TIF Funds
 - Geneva Crossing TIF
 - North / Schmale TIF
- Police Pension Fund

TIF2 – Geneva Crossing Shopping Center

- Created in 1997 to spur the development of the Geneva Crossing Shopping Center.
- \$4.69M TIF Bonds issued in 1997 to assist with site acquisition costs.
- 20 Year Bonds ending January 1, 2017.
- Bonds refinanced in 2005 to save interest costs and restructure debt to meet TIF cash flows. Bond maturities extended to December 30, 2021 (additional 5 years).
- Property tax increment + 100% of Village sales taxes received from the development (minus \$100,000/yr. the Village keeps) are pledged to repayment on the bonds.
- Last year (FY14/15), we applied \$1.015M of available cash reserves to call (pay early) the last three (3) years of bonds retiring in 2019, 2020 and 2021, saving the TIF more than \$306,000 in future interest costs.
- This year (FY15/16), we applied \$875K of available cash reserves to call final three (3) years of bonds retiring in 2016, 2017 and 2018, saving an additional \$86,000 in interest costs.
- Bonds were fully retired on December 30, 2015.
- 6 years early on the 2005 refunding bonds.
- 1 year early compared to original 20 year bonds.

TIF Close-Out Procedures

- Earliest close date is December 31, 2016 per Village Attorney.
- Search for unresolved property tax appeals.
 - Village intervening in 2015 tax appeal.
 - Escrow funds for outstanding appeals.
- Current TIF Cash Balance (2/29/16) = \$328,362.
- We will need to collect 2015 levy during CY2016
 - Estimated at \$425,000
- Final distribution to taxing jurisdictions based on County formula.

TIF3 – North Ave./Schmale Rd. TIF

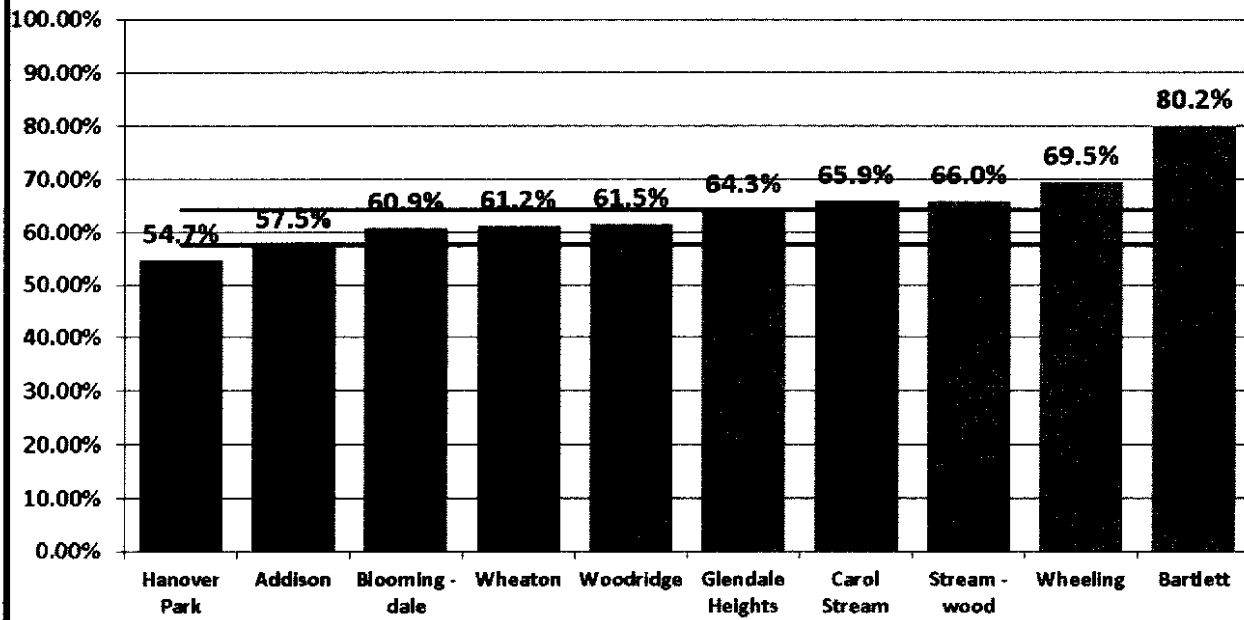
- Created in FY11/12 to provide assistance with the development of the southwest corner of North Avenue / Schmale Road.
- Redevelopment Agreement signed with Caputo's in July 2013.
- Structured differently than Geneva Crossing TIF:
 - No up front bond sale. Privately financed.
 - Non-monetized Village note of \$3.5 M.
 - Secured by 100% of incremental property taxes + 50% of sales taxes for a period of 13 years. 2 year extension if total principal not paid (incremental property taxes ONLY).

- Caputo's operational September, 2014.
- Last year (FY14/15), first sales taxes received from Caputo's contributed to the TIF (\$73K)
- Current year (FY15/16) sales tax contributions estimated at \$90K.
- Thus far, we have only received property tax increment on Caputo's site in FY13/14 (for 2012 taxes). In 2013 and 2014, EAV was below frozen value due to construction and tax appeals, thus no increment flowing to the TIF.
- Increment for tax year 2015 is positive, based on reassessment for completed construction, however there is still a pending property tax appeal, making increment unsure for FY16/17 as well.
- Last year (FY14/15), first sales taxes received from Caputo's contributed to the TIF (\$73K)
- Current year (FY15/16) sales tax contributions estimated at \$90K.
- Thus far, we have only received property tax increment on Caputo's site in FY13/14 (for 2012 taxes). In 2013 and 2014, EAV was below frozen value due to construction and tax appeals, thus no increment flowing to the TIF.
- Increment for tax year 2015 is positive, based on reassessment for completed construction, however there is still a pending property tax appeal, making increment unsure for FY16/17 as well.
- Principal and Interest (P&I) payments on the note are due on June 30 and December 31 each year.
 - We have had 2 P&I payments thus far, June and December 2015.
 - As of December 31, 2015, there is an interest deficiency of \$81,899.
 - Thus, property tax increment is needed to pay back interest deficiency and begin principal
 - This likely will not happen in FY16/17.
- Village is protected from default or partial payment on the note as it is only secured by the property tax increment and 50% sales tax pledge.

Police Pension Fund Highlights

- Funding comes from three (3) sources:
 - Officer Contributions (9.91% of Base Pay)
 - Interest Earned on Investment Portfolio
 - Actuarial Contribution Made by the Village
- Eclipsed \$40 million in net assets during FY14/15.
- 65.9% funded as of April 30, 2015.
- Village contribution increases by 7.5% in FY16/17 over FY15/16.
- The Fund is not having a good FY15/16
 - Volatile market conditions
 - Net asset decline of \$1.6 million since May 1, 2015
 - About a 3.8% drop, from \$41.5M to \$39.9M
 - This is not unique to Carol Stream
- Fund's allocation target
 - 55% Fixed Income
 - 45% Equities
 - A bit more conservative than statutory allowance
- Very Long-Term Focus – we take the good with the bad.

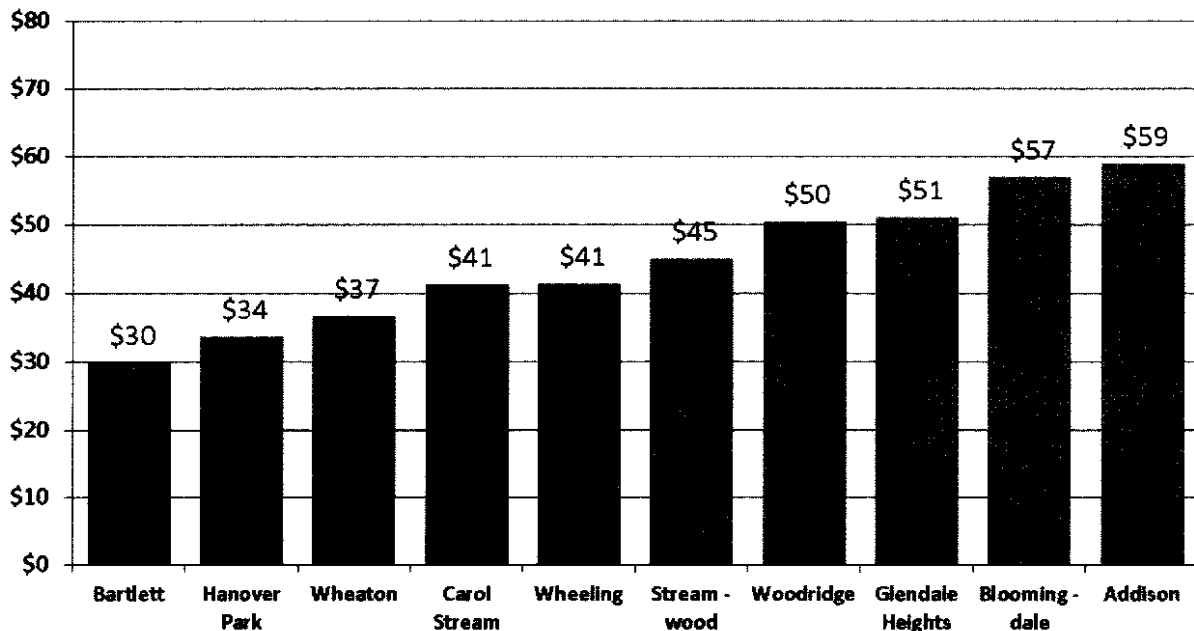
Police Pension Funding Status FY 2015



Source: Comprehensive Annual Financial Reports

* State average for all Downstate Police Pension Funds for FY14 (most current data available)
Per Illinois Department of Insurance - Pension Division.

Police Pension Contributions per Capita FY 2015



Trustee Frusolone commented about and was complimentary of the increases across all department budgets.

There being no further business, Trustee McCarthy moved and Trustee Frusolone made the second to adjourn the Special Board meeting. The meeting was adjourned unanimously at 7:01 p.m.

FOR THE BOARD OF TRUSTEES

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

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

March 21, 2016

Mayor Saverino, Sr. 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 John LaRocca, Rick Gieser, Mary Frusolone and Matt McCarthy

Absent: Trustees David Hennessey and Greg Schwarze

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

*All persons physically present at meeting unless noted otherwise

Mayor Saverino, Sr. led those in attendance in the pledge of allegiance.

MINUTES:

Trustee McCarthy moved and Trustee Frusolone made the second to approve the Minutes of the March 3, 2016 Special Workshop Meeting of the Village Board. The results of the roll call vote were as follows:

Ayes: 4 Trustees LaRocca, Gieser, Frusolone and McCarthy

Abstain: 0

Absent: 2 Trustees Hennessey and Schwarze

The motion passed.

Trustee LaRocca moved and Trustee Gieser made the second to approve the Minutes of the March 7, 2016 Special Workshop Meeting of the Village Board. The results of the roll call vote were as follows:

Ayes: 4 Trustees LaRocca, Gieser, Frusolone and McCarthy

Abstain: 0

Absent: 2 Trustees Hennessey and Schwarze

The motion passed.

Trustee Frusolone moved and Trustee McCarthy made the second to approve the Minutes of the March 7, 2016 regular Board Meeting of the Village Board. The results of the roll call vote were as follows:

Ayes: 4 Trustees LaRocca, Gieser, Frusolone and McCarthy

Abstain: 0

Absent: 2 Trustees Hennessey and Schwarze

The motion passed.

Trustee Gieser moved and Trustee LaRocca made the second to approve, but not release the Minutes of the March 7, 2016 Executive Session Meeting of the Village Board. The results of the roll call vote were as follows:

Ayes: 4 Trustees LaRocca, Gieser, Frusolone and McCarthy

Abstain: 0

Absent: 2 Trustees Hennessey and Schwarze

The motion passed.

LISTENING POST:

1. Resolution No. 2859 Recognizing Linda Bailey for Thirty Years of Service with the Village of Carol Stream. *Resolution read by Trustee Gieser.*

Trustee LaRocca moved and Trustee Frusolone made the second to approve Resolution No. 2859 Recognizing Linda Bailey for Thirty Years of Service with the Village of Carol Stream. The results of the roll call vote were as follows:

Ayes: 4 Trustees LaRocca, Gieser, Frusolone and McCarthy

Nays: 0

Absent: 2 Trustees Hennessey and Schwarze

The motion passed.

2. Year of the Business Spotlight: Demar Logistics, Inc.-Nick Cooney, CEO/General Manager. *Trustee Gieser introduced Nick Cooney, CEO and General Manager of Demar Logistics, Inc. who explained his business operations and corporate offices in Carol Stream. Mr. Cooney stated he is very happy to be in Carol Stream and that he has encouraged other businesses with which he is associated, such as Wayfair to move to Carol Stream.*
3. Transfer of Donations to Christmas Sharing Program. A check in the amount of \$3,459.54 representing 2015 resident water bill donations will be presented to the Social Services Unit for the Christmas Sharing Program. Police Chief Ed Sailer will accept the check on behalf of the Program. *Mayor Saverino presented the check to Chief Ed Sailer for the Christmas Sharing Program.*
4. Proclamation Designating March 21st-27th Tornado Preparedness Week. *Proclamation read by Trustee Frusolone.*
5. Presentation of the Monarch Waystation Designation. *Village Engineer Jim Knudsen presented information on habitat restoration for butterflies and other pollinators and recommended establishment of a Monarch Waystation at the northwest corner of Lies Road and Gary Avenue.*
6. Addresses from Audience (3 Minutes). *None.*

PUBLIC HEARINGS:

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

The motion passed.

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

Ayes: 4 Trustees LaRocca, Gieser, Frusolone and McCarthy

Nays: 0

Absent: 2 Trustees Hennessey and Schwarze

The motion passed.

- 1.** Change Order #1-Salt Purchase Contract.
- 2.** 2016 Flexible Pavement Project Award of Contract.
- 3.** Motion to enter into an Engineering Services Agreement for National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) permit support and preparation of the required Notice of Intent (NOI) with CDM Smith, Inc.
- 4.** Desktop Computer Equipment Purchase.
- 5.** Ordinance No. 2016-03-14 Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Decreasing the Number of Class F Liquor Licenses from 5 to 4 (Arigato Japanese Restaurant Corp. d/b/a Kinta Sushi Japanese Restaurant, 135 Hiawatha Drive) and Increasing the Number of Class F Liquor Licenses from 4 to 5 (Kinta Japanese Restaurant Inc. d/b/a Kinta Japanese Restaurant, 135 Hiawatha Drive.
- 6.** Ordinance No. 2016-03-15 Amending Section 13-3-13 of the Village Code Pertaining to Water and Sewer Rates.
- 7.** Ordinance No. 2016-03-16 Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Decreasing the number of Class C Liquor Licenses from 20 to 19 (NPSS, Inc. d/b/a Vape Spirits, 234 Army Trail Road).
- 8.** Ordinance No. 2016-03-17 Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Decreasing the Number of Class V Licenses from 10 to 9 (Spectators Pub & Grill, Inc. d/b/a Spectators, 552 N. Gary Avenue).
- 9.** Ordinance No. 2016-03-18 Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Increasing the number of Class V Licenses from 9 to 10 (Augustino's Deli Inc. d/b/a Augustino's Rock N Roll Deli, 246 Schmale Road).
- 10.** Resolution No. 2860 Declaring Support of the "Wyland Mayor's Challenge for Water Conservation".
- 11.** Resolution No. 2861 Accepting a Grant of a Water Main Easement (Manhattan's American Bar & Grill, 300 S. Schmale Road).
- 12.** Resolution No. 2862 Authorizing the Execution of an Intergovernmental Agreement by and between the Village of Carol Stream and the Carol Stream Park District (Simkus Center).
- 13.** Resolution No. 2863 Authorizing the Execution of an Agreement for Regulation of Parking of Motor Vehicles and Traffic at Pilot Travel Centers LLC, 170 Wet North Avenue within the Village of Carol Stream.

14. Resolution No. 2864 Declaring Surplus Property Owned by the Village of Carol Stream.
15. Resolution No. 2865 Adopting Statements of Goals, Direction and Guidance for Village Government Decisions.
16. Corpus Christi Catholic Church-Raffle License.
17. Payment of Regular and Addendum Warrant of Bills from March 8, 2016 through March 21, 2016.
18. Treasurer's Report for Month Ended February 29, 2016.

Trustee Frusolone 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: 4 Trustees LaRocca, Gieser, Frusolone and McCarthy

Nays: 0

Absent: 2 Trustees Hennessey and Schwarze

The motion passed.

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

Change Order #1-Salt Purchase Contract:

The Village Board approved Change Order #1 to the Salt Purchase Contract for purchasing 365 tons through the DuPage County joint bid from Morton Salt, Inc. in the amount of \$23,597.40.

2016 Flexible Pavement Project Award of Contract:

The Village Board awarded the 2016 Flexible Pavement project to Plote Construction, Inc. of Hoffman Estates including Alternate 1 "Simkus Center Parking Lot" in an amount not to exceed \$3,112,751.88.

Motion to enter into an Engineering Services Agreement for National Pollutant Discharge Elimination Systems (NPDES) Municipal Separate Storm Sewer System (MS4) permit support and preparation of the required Notice of Intent (NOI) with CDM Smith, Inc:

The Village Board approved an Engineering Services Agreement with CDM Smith, Inc. for the NPDES MS4 permit support and preparation of the required NOI in the amount of \$12,570.00.

Desktop Computer Equipment Purchase:

The Village Board waived competitive bidding and approved a contract for 35 desktop computers to replace the aging computers and terminal systems throughout the Village with MNJ Technologies at a cost not to exceed \$33,976.60.

Ordinance No. 2016-03-14 Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Decreasing the Number of Class F Liquor Licenses from 5 to 4 (Arigato Japanese Restaurant Corp. d/b/a Kinta Sushi Japanese Restaurant, 135 Hiawatha Drive) and Increasing the Number of Class F Liquor Licenses from 4 to 5 (Kinta Japanese Restaurant Inc. d/b/a Kinta Japanese Restaurant, 135 Hiawatha Drive):

The Village Board approved decreasing the Class F liquor license for Arigato Japanese Restaurant Corp. and increasing the Class F liquor license for Kinta Japanese Restaurant Inc. located at 135 Hiawatha Drive effective May 1, 2016 due to change in ownership.

Ordinance No. 2016-03-15 Amending Section 13-3-13 of the Village Code Pertaining to Water and Sewer Rates:

The Village Board approved an increase in the standard billing rate for water services from \$6.73 to \$6.93 per 1,000 gallons metered and for sewer services from \$3.12 to \$3.42 per 1,000 water gallons metered effective May 1, 2016.

Ordinance No. 2016-03-16 Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinance by decreasing the number of Class C Liquor Licenses from 20 to 19. (NPSS, Inc. d/b/a Vape Spirits, 234 Army Trail Road):

The Village Board approved decreasing the number of Class C Liquor Licenses by one due to the closure of Vape Spirits located at 234 Army Trail Road.

Ordinance No. 2016-03-17 Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Decreasing the number of Class V Licenses from 10 to 9 (Spectators Pub & Grill, Inc. d/b/a Spectators, 552 N. Gary Avenue):

The Village Board approved decreasing the Class V License by one due to the closure Spectator's Pub & Grill located at 552 N. Gary Avenue.

Ordinance No. 2016-03-18 Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Increasing the Number of Class V Licenses from 9 to 10 (Augustino's Deli Inc. d/b/a Augustino's Rock N Roll Deli, 246 Schmale Road):

The Village Board approved a Class V License to Augustino's Deli, Inc. located at 246 Schmale Road effective April 1, 2016.

Resolution No. 2860 Declaring Support of the "Wyland Mayor's Challenge for Water Conservation":

The Village Board supports the National Mayor's Challenge for Water Conservation and encourages water conservation in the Village of Carol Stream.

Resolution No. 2861 Accepting a Grant of a Water Main Easement (Manhattan's American Bar & Grill, 300 S. Schmale Road):

The Village Board approved the Grant of a Water Main Easement for Manhattan's American Bar & Grill located at 300 S. Schmale Road.

Resolution No. 2862 Authorizing the Execution of an Intergovernmental Agreement by and between the Village of Carol Stream and the Carol Stream Park District (Simkus Center):

The Village Board approved an Intergovernmental Agreement between the Village of Carol Stream and the Carol Stream Park District for paving the Simkus Center Parking Lot with regard to our Flexible Paving Project.

Resolution No. 2863 Authorizing the Execution of an Agreement for Regulation of Parking of Motor Vehicles and Traffic at Pilot Travel Centers LLC, 170 West North Avenue within the Village of Carol Stream:

The Village Board approved an Agreement granting the Village rights to regulate the parking of motor vehicles at Pilot Travel Center located at 170 West North Avenue.

Resolution No. 2864 Declaring Surplus Property Owned by the Village of Carol Stream:

The Village Board declared certain property surplus which includes miscellaneous electronics from the Information Technology Department and participating in a buy-back program and/or recycling said property.

Resolution No. 2865 Adopting Statements of Goals, Direction and Guidance for Village Government Decisions:

The Village Board adopted goals which include in priority order: Adequate Staffing; Identify Possible Revenue Sources; Budget Status; Economic Development; Branding/Public Relations; Technology/Technology Improvement Plan; and Infrastructure.

Raffle License-Corpus Christi Church:

The Village Board approved a raffle license, fee waiver and manager's fidelity bond waiver for their Divine Mercy Dinner raffle on Sunday, April 3, 2016.

Regular Bills and Addendum Warrant of Bills:

The Village Board approved payment of the Regular Bills dated March 21, 2016 in the amount of \$712,679.21. The Village Board approved the payment of the Addendum Warrant of Bills from March 8, 2016 thru March 21, 2016 in the amount of \$514,268.77.

Treasurer's Report:

The Village Board received the Revenue/Expenditure Statements and Balance Sheet for the Month Ended February 29, 2016.

Report of Officers:

Trustee LaRocca stated tonight we approved the Wyland Mayors Challenge for water conservation. He encouraged everyone to conserve water. Trustee LaRocca also encouraged property owners along Schmale Road to grant the Village of Carol Stream easements for water main replacement. The Village of Carol Stream raised water rates this evening and we are still at the lower end of rates among our surrounding communities.

Trustee Gieser stated April 23rd is the next Parade Committee fundraiser at Red Apple Pancake House. The Eric & Kathy radio show is hosting a suburban madness competition. They are asking residents to go on their website or text "Carol Stream" at 60123 at 7am on Wednesday March 23rd. He congratulated the West Chicago Drama Program for placing 2nd in the IHSA Group Interpretation Theatre Competition at Reavis High School in Burbank and will next be competing in the State Tournament in Springfield in 2 weeks. There are 5 Carol Stream residents on the team.

Trustee Frusolone stated last week she attended the Comprehensive Plan Open House at Fire Station #28. She also encouraged property owners along Schmale Road to grant the Village of Carol Stream easements for water main replacement. Trustee Frusolone stated she was very impressed with the technology upgrades to the Emergency Operations Center at Fire Station #28.

Trustee McCarthy stated please remember to clear out storm sewer drains before the spring rains. Don't forget to sign up for the Stream Sweep Cleanup taking place on May 21st. Please register for Smart 911 to assist emergency responders. Please do not leave pet food out as it attracts coyotes. Motorists please be aware of kids outside with the coming warm weather.

Village Clerk Czarniecki congratulated Linda Bailey on her 30 years of service. Please remember our service members and their families.

Village Manager Breinig stated residents can sign up to meet water conservation challenge goals on line using links on the Village website between April 1, 2016 and April 30, 2016 at mywaterpledge.com. He thanked Linda Bailey for her 30 years of service. The Comprehensive Plan Public Hearing will be scheduled for late April or mid May. The Village of Carol Stream approved an Intergovernmental Agreement with the Carol Stream Park District to pave their parking lot. The Village of Carol Stream also approved an Intergovernmental Agreement for salt purchases.

Mayor Saverino congratulated Linda Bailey on her 30 years of service to the Village of Carol Stream. Please shop Carol Stream.

At 8:22 p.m. Trustee Frusolone moved and Trustee McCarthy made the second to adjourn the meeting. The results of the roll call vote were as follows:

Ayes: 4 Trustees LaRocca, Gieser, Frusolone and McCarthy

Nays: 0

Absent: 2 Trustees Hennessey and Schwarze

The motion passed.

FOR THE BOARD OF TRUSTEES

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

**Regular Meeting – Plan Commission/Zoning Board of Appeals
Gregory J. Bielawski Municipal Center, DuPage County, Carol Stream, Illinois**

All Matters on the Agenda may be Discussed, Amended and Acted Upon

March 28, 2016

Planning & Economic Development Manager Tom Farace called the Regular Meeting of the Combined Plan Commission/Zoning Board of Appeals to order at 7:00 p.m. and requested a nomination for an Acting Chairman in the absence of Chairman Parisi. Commissioner Meneghini nominated Commissioner Christopher and Commissioner Spink second the nomination it was passed by unanimous vote. Acting Chairman Christopher directed Secretary Linda Bailey to call the roll.

The results of the roll call were:

Present: Acting Chairman Christopher, Commissioners Dee Spink, Frank Petella, John Meneghini, and Charlie Tucek.

Absent: Chairman Frank Parisi and Commissioner Dave Creighton.

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

MINUTES:

Commissioner Petella moved and Commissioner Meneghini made the second to approve the minutes of the meeting of March 28, 2016.

The results of the roll call vote were:

Ayes: 4 Acting Chairman Christopher and Commissioners Petella, Tucek, and Meneghini.

Nays: 0

Abstain: 1 Commissioner Spink.

Absent: 2 Chairman Frank Parisi and Commissioner Creighton

PUBLIC HEARING:

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

The motion passed by unanimous voice vote.

Case # 15365, 27W245 North Avenue, LLC (AT&T Mobile Tel), 27W245 North Avenue

Zoning Map Amendment – B-3 Service District (Upon Annexation)

Zoning Code Variation – Front Building Setback

Tom Farace Planning and Economic Development Manager stated that this case has been withdrawn by the request of the attorney representing the applicant.

**Case # 15349, T Geneva Crossing IL LLC (Geneva Crossing),
Corner of Geneva Road and Schmale Road**

Final Plat of Subdivision

Amendment to a PUD

Acting Chairman Christopher swore in the witness, Mr. Abbas Kanji, T. Geneva Crossing IL LLC, 6726 N. Keating Avenue, Lake in the Hills, IL. Mr. Kanji stated that the Tabani Group is a family owned Real Estate Company. He stated that his company purchases and revitalize shopping centers, apartment complexes, office complexes and hotels across the country. He stated that his company just finished a property in Glen View called the Glen Town Center. He stated that they are requesting an approval of a Final Plat of Subdivision to subdivide the property into four lots. He stated by subdividing the property into four lots it would help with financing property in the future. He stated his company would like to come in and revitalize the property so they would be able to get the center leased up and stabilize the property. He stated they signed a lease with Athletico Physical Therapy last week and they will be occupying the former Checkers space. He stated with respect to Dominick's they are still on the lease and they will need to work with Dominick's to remove them from the lease. He stated that they have been speaking with a company that may be interested in a portion of the Dominick's space. He stated that they have been working on the property maintenance issues that are listed in the staff report.

Acting Chairman Christopher asks Mr. Farace for the staff report. Mr. Farace stated that Geneva Crossing is a single lot now and the applicant is requesting that the property be subdivided into four lots. He stated that staff has looked at the zoning regulations to make sure each lot would meet the regulations and he stated that they would. He stated that an updated Operation and Easement Agreement between the four lots of the Geneva Crossing property and the vacant property to the north has also been reviewed and has been approved by the village attorney. He stated that staff supports the request for the Final Plat of Subdivision and the Amendment to the PUD with the conditions listed in the staff report.

Acting Chairman Christopher asks for any questions from the audience. No audience questions.

Acting Chairman Christopher asks Commissioner for any questions.

Commissioner Meneghini wanted to know what type of business Athletico provides.

Mr. Kanji stated that they provide physical therapy rehab.

Commissioner Petella wanted to know what the tax bill is now and how it would change after the property is split into four separate lots.

Mr. Kanji stated that the tax bill will not change, it will be divided into four different tax bills.

Commissioner Petella wanted to know if the property still was in the Tax Increment Financing (TIF) district.

Mr. Farace stated that he believes that this TIF district was paid out early.

Commissioner Spink did not have any questions.

Commissioner Tucek wanted to know if the parcel to the north was part of the request.

Mr. Farace stated that the parcel to the north is owned by a different owner.

Commissioner Tucek asked the application if they would be interested in that parcel.

Mr. Kanji stated that they did reach out to the owner of the parcel to the north to ask them what his plans were for the property and the owner did not have any plans to develop the property at this time.

Commissioner Tucek wanted to know if there was any other properties subdivided like this in Carol Stream and has there been any negative repercussion.

Mr. Farace stated that his was not aware of any in Carol Stream, but it has been done in other communities and it is not uncommon.

Acting Chairman Christopher wanted to know if the applicants company would be responsible for the maintenance of all of the four lots.

Mr. Kanji stated that his company has an in-house property management company.

Commissioner Meneghini moved and Commissioner Spink made the second to approve the request with the staff recommendations that are listed in the staff report.

The results of the roll call vote were:

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

Nays: 0

Abstain: 0

Absent: 2 Chairman Parisi and Commissioner Creighton

Acting Chairman Christopher reminded the applicant that this request will go before the Village Board on Monday, April 4, 2016, at 7:30 PM for final action.

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

The motion passed by unanimous vote.

PRESENTATION:

NEW BUSINESS:

ADJOURNMENT:

At 7:18 p.m. Commissioner Spink moved and Commissioner Petella made the second to adjourn the meeting.

The motion passed by unanimous vote.

FOR THE COMBINED BOARD

Recorded and transcribed by,

Linda Bailey
Community Development Secretary

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

Chairman

**A RESOLUTION HONORING CHARLES RANWEILER
FOR THIRTY YEARS OF SERVICE WITH THE
VILLAGE OF CAROL STREAM**

WHEREAS, Charles Ranweiler joined the Carol Stream Police Department as a Police Officer on April 1, 1986; and,

WHEREAS, Charles Ranweiler served as the Department's first Jay Stream Junior High School Resource Officer from August 1999 until June 2006; and,

WHEREAS, Charles Ranweiler served as a DARE Officer from August 1999 until December 2009; and,

WHEREAS, Charles Ranweiler has been employed as a public servant for thirty years as a Police Officer with the Village of Carol Stream Police Department.

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

SECTION 1: Officer Charles Ranweiler's service and dedication to the Village of Carol Stream and accomplishments in the field of law enforcement are hereby recognized and commended.

SECTION 2: Officer Charles Ranweiler is wished the very best of happiness and health in the future.

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

PASSED AND APPROVED ON THIS 4TH DAY OF APRIL 2016.

AYES:

NAYS:

ABSENT:

Matthew McCarthy, Mayor Pro Tem

ATTEST:

Laura Czarnecki, Village Clerk

Village of Carol Stream

Interdepartmental Memo

TO: Village Board
VIA: Joe Breinig

FROM: E. Sailer

DATE: April 04, 2016

RE: Introduction of New Police Officer Jon Bernstein

Officer Jon Bernstein was sworn in on January 04, 2016. He recently graduated from the Illinois State Police Academy on March 31, 2016. His first day on patrol is today, April 04, 2016.

Pursuant to the request of the Village Board, I would like to formally introduce Officer Jon Bernstein as the newest member of our organization during the board meeting on April 04, 2016.

PROCLAMATION

AGENDA ITEM
C-3 4-4-16

Designating April Child Abuse Prevention Month

WHEREAS, in 2014, 52 States reported a combined total of 702,000 victims of child abuse or neglect; and

WHEREAS, child abuse and neglect is a serious problem affecting every segment of our community, and identifying solutions requires input and action from everyone in our community; and

WHEREAS, our children are our most valuable resources and will shape the future of our nation; and

WHEREAS, child abuse can have long-term psychological, emotional, and physical effects that can have lifelong consequences for victims of abuse; and

WHEREAS, effective child abuse prevention activities succeed because of the meaningful connections and partnerships created between child welfare, education, health, faith based and community-organizations such as CASA of DuPage County, businesses and law enforcement agencies; and

WHEREAS, communities play a critical role in helping to promote programs and activities that benefit children and their families; and

WHEREAS, we acknowledge that we must work together as a community to increase awareness about child abuse and contribute to promote the social and emotional well-being of children and families in a safe, stable, nurturing environment; and

WHEREAS, Prevention remains the best defense for our children and families.

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

APRIL CHILD ABUSE PREVENTION MONTH

in Carol Stream and urge all residents to recognize this month by dedicating themselves to the task of improving the quality of life for all children and families.

PROCLAIMED THIS 4th DAY OF APRIL 2016.

Laura Czarnecki, Village Clerk

Matthew McCarthy, Mayor Pro Tem

**PROCLAMATION
RECOGNIZING COMCAST CARES DAY
APRIL 30, 2016**

WHEREAS, Comcast remains an active, committed, and engaged member of the local community as demonstrated by 15 years of Comcast Cares Day service; and,

WHEREAS, Comcast supports the core American value of volunteerism through partnerships, grants, and volunteer activities that empower individuals and organized communities; and,

WHEREAS, Comcast Cares Day is a celebration of service, and is one of the largest national days of volunteer service that brings employees, families, friends, and community partners together for a common purpose and mission; and,

WHEREAS, Comcast is celebrating its 15th Comcast Cares Day, with 100,000 volunteers serving at over 800 project sites nationwide; and,

WHEREAS, Comcast Cares Day promotes a spirit of corporate responsibility thanks to the hard work, dedication, and service of volunteers.

NOW, THEREFORE, BE IT PROCLAIMED THAT I, Mayor Frank Saverino, Sr. and the Village Board of Trustees, Village of Carol Stream, DuPage County, Illinois in exercise of its Home Rule Powers does hereby proclaim April 30, 2016 as **"COMCAST CARES DAY"**.

PROCLAIMED THIS 4TH DAY OF APRIL, 2016.

Laura Czarnecki, Village Clerk

Matthew McCarthy, Mayor Pro Tem

Village of Carol Stream
Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

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

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

DATE: March 29, 2016

RE: **Agenda Item for the Village Board meeting of April 4, 2016**
PC/ZBA Case 15349, T Geneva Crossing IL, LLC (Geneva Crossing) – Corner of
Geneva Road and Schmale Road
Final Plat of Subdivision and Amendment to a PUD Plan

Abbas Kanji of the Tabani Group, on behalf of T Geneva Crossing IL, LLC, is seeking approval of a Final Plat of Subdivision to subdivide the Geneva Crossing Shopping Center property, which is currently situated on a single lot of approximately 832,936 square feet (19.122 acres), into four lots that will vary in size between 1.274 acres and 9.658 acres. The applicant believes that subdividing the property will provide for a better refinancing mechanism for the center as a whole.

There is currently an Operation and Easement Agreement (OEA) between Geneva Crossing and the vacant property to the north (Geneva Crossing Phase II/Scheffler Greenhouses, Inc.), which stipulates requirements for cross access, shared parking, shared detention, and other common area maintenance and repair responsibilities between both properties. The applicant has prepared a Declaration of Easements, Covenants, and Restrictions (DEC&R) for the resubdivision, which outlines the sharing of parking, access, and detention, along with common area maintenance responsibilities between the four proposed lots within the subdivision. The DEC&R has been reviewed and approved by the Village Attorney, and will be recorded with the plat at the DuPage County Recorder of Deeds Office.

In conjunction with the Plat of Subdivision, an Amendment to the PUD Plan was also requested since the subdivision amends the previously approved Geneva Crossing PUD Plan. Zoning regulations such as lot size, lot coverage, building height, and green space percentages were reviewed.

The staff report presenting the requests, with supporting documentation, was transmitted to the Village Board with the Plan Commission/Zoning Board of Appeals (PC/ZBA) packet on March 25, 2016. At its meeting on March 28, 2016, by a vote of 5-0, the PC/ZBA recommended approval of the Final Plat of Subdivision and the Amendment to the PUD Plan. The PC/ZBA recommendations were subject to the conditions in the March 28, 2016, staff report.

If the Village Board concurs with the PC/ZBA recommendation regarding the Plat of Subdivision, they should approve the Plat and adopt the necessary Resolution.

c: Abbas Kanji, Tabani Group. (via e-mail)

Village of Carol Stream

Interdepartmental Memo

DATE: March 29, 2016
TO: Mayor Frank Saverino & Village Board of Trustees
Joseph E. Breinig, Village Manager
FROM: Christopher M. Oakley, Asst. to the Village Manager *CMO*
RE: Alcohol Concession Agreement – 2016 Summer Concert Series

Attached is a revised draft alcohol service agreement between the Village and the Carol Stream Rotary Club for the upcoming 2016 Summer Concert Series at the Town Center. The Village licensed the Carol Stream Rotary Club to serve alcohol all throughout the 2014 and 2015 summer concert season that limited alcohol sales to an individual patron to 2 drinks per concert event. Village event staff and Police Department closely monitored the Rotary Club's alcohol sales during those two event seasons. At no time during any of their 18 individual alcohol serves did the Rotary Club deny service to a patron for intoxication. In addition, the Police Department did not record any incidents of unauthorized consumption of alcohol by a patron without a wristband. At their May 5, 2014 meeting when we entered into the initial alcohol concession agreement with the Rotary for service at the concert series, the Village Board directed Village event staff to revisit this agreement after a couple of concert seasons to consider changes or refinements.

A 2015 season wrap up was conducted with a couple representatives of the Rotary Club who asked the Village to consider amending provision 8 of the alcohol service agreement to eliminate altogether the per patron drink sales limit. In presenting their request, they referenced the few instances when patrons request more than a couple of alcohol drinks during an individual sale. In addition, those few times when a patron requested more than 2 drinks at an individual sale, those customers mentioned the inconvenience to them and the disruption to the concert-goers that typically occurs when having to return to the concession table for 1 or 2 additional drinks. To honor the Rotary Club's request, Village event staff sought the feedback of Police Chief Sailer and his command staff asking if they have any concerns or problems accommodating the request. The Police Department stated that they did not have any reservation with the requested change to the alcohol concession agreement for the upcoming concert season with the understanding that the Rotary Club members working the concession diligently carryout the practices and protocols learned in B.A.S.S.E.T. training.

**VILLAGE OF CAROL STREAM AND CAROL STREAM ROTARY CLUB
SUMMER CONCERT SERIES AGREEMENT**

This agreement is by and between the Village of Carol Stream (the Village) and the Carol Stream Rotary Club (Rotary).

A. The Village intends to host an event known as the "Summer Concert Series" from June 9, 2016 through August 11, 2016 at the Ross Ferraro Town Center. The Village desires to allow the sale of alcoholic beverages in the form of Beer & Coolers for the Thursday Night Concerts as part of the Summer Concert Series.

B. Rotary has provided volunteer services dispensing beer, wine and alcohol coolers capably for the past two summer concert series. Further, Rotary donates proceeds of beverage sales to charitable causes in the Village,

C. Rotary desires to provide volunteer services for the Village in connection with its 2016 Summer Concert Series and the Village desires that Rotary provide its volunteer services to purchase, sell and dispense beer, wine and alcohol coolers for the Village's 2016 summer concerts.

D. The parties wish to document in writing their respective duties and obligations in connection with alcoholic beverage sales for the 2016 concert series.

NOW, THEREFORE, in consideration of the Terms and conditions of this Agreement, and other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

1. The foregoing recitals are incorporated by reference and made a part of this Agreement.
2. Patrons will not be allowed to leave the Town Center Concert area with beer or wine coolers including areas outside of the concert music area, in the parking lot, in vehicles or on any street within the Village of Carol Stream.
3. Rotary shall apply for and obtain a local liquor license for alcoholic beverage sales. This is required for Rotary to obtain its license from the State for serving beer and wine coolers at the event. Rotary needs the local liquor license at least one month in advance of the event in order to obtain the State license.
4. Rotary shall contract for and obtain the products to be sold at the concert events. The products shall be beer and wine coolers. All products shall be dispensed to patrons in clear plastic bottles and sold to patrons for \$5.00 each for a 16 oz. beer or a 12 oz. - 14 oz. cooler. In lieu of a per person drink limit, Rotary Club Members assigned to serve will be required to diligently look for signs of intoxication and to deny service to those patrons.
5. Rotary shall obtain dram shop insurance in the amount of \$1,000,000 insuring both the Village and Rotary for alcoholic beverage sales. The Village, its officers, agents and employees shall be listed as an insured on a primary and non-contributory basis. Rotary shall provide the Village with a copy of the certificate of

insurance and State of Illinois Liquor Control Commission Special Event License prior to the 2016 concert events.

6. The hours for the Beer Garden shall be determined by the Village, in its sole discretion. Hours for sale of alcoholic beverages shall be from 6:00 p.m. to 8:30 p.m. on the following concert nights:

- Thursday June 9, 2016
- Thursday June 16, 2016
- Thursday June 23, 2016
- Thursday June 30, 2016
- Thursday July 14, 2016
- Thursday July 21, 2016
- Thursday July 28, 2016
- Thursday August 4, 2016
- Thursday August 11, 2016

7. The Village shall provide security for the Town Center area where alcoholic beverages are sold and stored during the events. This shall specifically include a secure storage location for alcoholic beverages used at the Town Center. The Village shall provide tables and chairs for Rotary use while selling and dispensing alcoholic beverages. The Village shall provide ice and/or refrigerated storage for Rotary use to cool alcoholic beverage products.

8. Rotary shall be responsible for selling alcoholic beverages only as described above and for dispensing the products to patrons of legal drinking age. All Rotary volunteers selling or serving alcoholic beverages shall be Basset trained. The Rotary Club shall be responsible for checking the ages of patrons seeking to be served products to determine that they are of legal age and affixing wristbands to those of legal age. Rotary shall sell and serve products only to those patrons wearing wristbands.

9. The Village shall be responsible for clean-up of the Town Center concert area, including cleaning tables, restrooms and removing trash. Rotary shall be responsible for maintaining/cleaning their alcoholic beverage sales area and removal/storage of coolers, tables, chairs and beverages used for the sale of their product.

10. Rotary shall be responsible for providing sufficient and appropriate staffing to dispense the products to the patrons during the hours specified above.

11. Rotary agrees to use proceeds from the sale of alcoholic beverages at the Summer Concert Series to support charitable endeavors within the Village of Carol Stream.

12. Either party may terminate this agreement upon 14 days written notice.

AGREED:

THE VILLAGE OF CAROL STREAM

By: _____
Signature

By: _____
Name & Title (Printed)

Dated: _____

THE CAROL STREAM ROTARY CLUB


By: _____
Signature

By: _____
Name & Title (Printed)

Dated: _____

Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager

FROM: Philip J. Modaff, Director of Public Works 

DATE: March 28, 2016

RE: Recommendation to Award a Contract for Construction Services – LED Street Light Replacement Project Phase IV – Utility Dynamics Corporation

The proposed FY17 budget contains \$290,000 for construction of the LED Streetlight Replacement Project Phase IV, which will provide replacement LED lights (36), poles (32), conduit, cable and control boxes in the in the area roughly bounded by Morton Road, County Farm Road, Birchbark Trail and Seneca Lane (project area map attached). Nineteen contractors and three construction journals received bid packets; two contractors submitted bids for the bid opening on March 28, 2016.

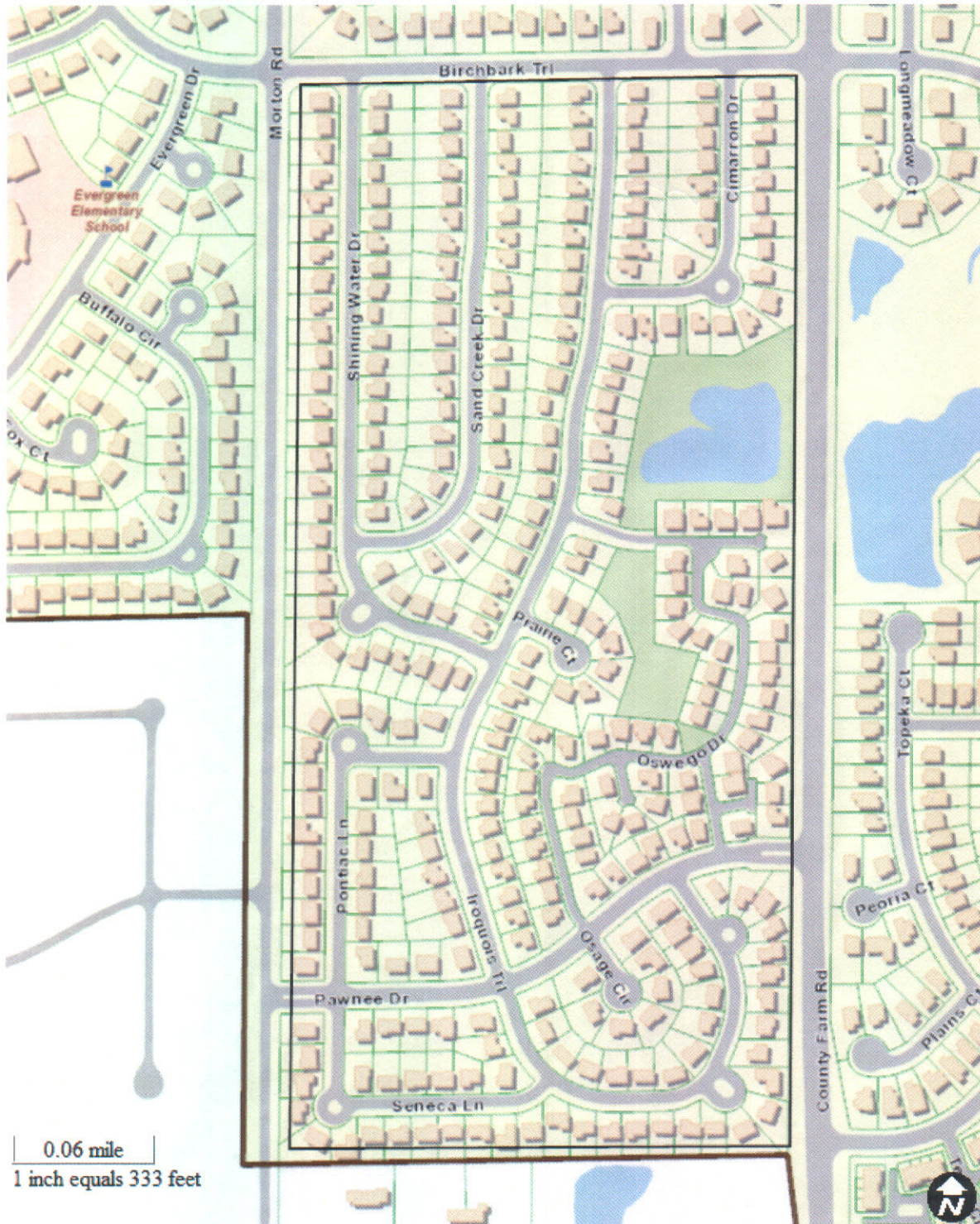
The low-bidder is Utility Dynamics of Oswego, with a total bid of \$262,403.00. The engineer's estimate for the project was \$303,906.25. Bidders were asked to submit a base project bid and an alternate that included five additional street lights and poles in the project area. Due to Utility Dynamic's total bid price being well under the budget amount staff recommends proceeding with the base project and alternate.

<u>COMPANY</u>	<u>Base Proj</u>	<u>Alternate</u>	<u>Total</u>
Utility Dynamics Corporation	\$229,316.50	\$33,086.50	\$262,403.00
Home Towne Electric, Inc.	\$308,499.60	\$44,383.00	\$352,383.00

Utility Dynamics was the contractor for the Village's Phase II and Phase III projects and completed that work satisfactorily. Bid documents submitted by Utility Dynamics have been checked and verified to be in compliance with bid requirements. The bid tabulation and recommendation letter from the Village's consulting engineer, Rempe-Sharpe & Associates, is attached.

Staff recommends that the Mayor and Board approve a Motion awarding a contract to Utility Dynamics Corporation in the amount of \$262,403.00 (base project and alternate) for construction of the LED Street Light Replacement Project Phase IV.

Attachments



Map created on December 22, 2015.
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The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law.
Disclaimer: This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.



REMPE-SHARPE
& Associates, Inc.

Principals

J. Bibby P.E., S.E.
D. A. Watson P.E.
B. Bennett P.E. CFM
L. Vo P.E.
G. Ulreich P.E.
J. Whitt P.E.

CONSULTING ENGINEERS

324 West State Street
Geneva, Illinois 60134
Phone: 630/232-0827 - Fax: 630/232-1629

March 28, 2016

Village of Carol Stream
Department of Public Works
124 Gerzevske Lane
Carol Stream, IL 60188

Attn: Phil Modaff

Re: Street Light Replacement Program - Phase IV

File: CS-05

Dear Mr. Modaff,

In accordance with the Request for Bids, the Village of Carol Stream opened Bids for the Street Light Replacement Program - Phase IV on Monday morning, March 28, 2016. The Engineer sent out Bid Advertisements to nineteen (19) contractors and three (3) construction news journals. The Project was also advertised in the Daily Herald. The project consists of the replacement of thirty-six (36) existing street lights and replacement of 32 poles including new conduit, wiring, pull boxes, control cabinet and all necessary restoration, all in accordance with the Plans and Specifications as set forth in the Contract Documents. An alternate bid is for the replacement of five (5) additional street lights and poles.

Five (5) contractors purchased plans and two (2) contractors submitted bids as follows:

<u>COMPANY</u>	<u>BASE</u>	<u>ALTERNATE</u>	<u>TOTAL BID</u>
Utility Dynamics Corporation, Oswego, IL	\$229,316.50	\$33,086.50	\$262,403.00
Home Towne Electric, Inc., Lake Villa, IL	\$308,499.60	\$44,383.00	\$352,383.00
Engineer's Estimate	\$266,232.50	\$37,673.75	\$303,906.25

The attached Bid Tabulation gives an itemized cost for all of the bids. The low Total Bid from Utility Dynamics Corporation of Oswego, Illinois, is \$41,503.25, or 13.65% lower than the Engineer's Total Estimate of \$303,906.25.

Village of Carol Stream
Attn: Phil Modaff

Street Light Replacement Program - Phase IV
March 28, 2016
Page 2 of 2

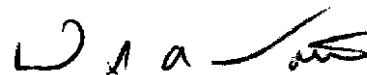
The Engineer has worked with the Contractor, Utility Dynamics Corporation, on similar projects in the past for both the Village of Carol Stream and other municipalities. Utility Dynamics Corporation was the low bidder on Phase II and Phase III street light replacement projects and successfully completed both projects in a timely manner for the Village of Carol Stream. The Contractor has successfully completed other projects and the Engineer has found the Contractor's work to be in compliance with the Contract Documents.

Therefore, Rempe-Sharpe and Associates, Inc. recommends that the Village of Carol Stream award the Street Lamp Replacement Program - Phase IV including the Alternate Bid in the amount of \$262,403.00 to Utility Dynamics Corporation of Oswego, Illinois.

Enclosed, please find three (3) copies of the Notice of Award for the Street Light Replacement Program - Phase IV. Upon the Village's approval, please sign and date all three (3) copies of the Notice of Award. Send one signed copy to the Contractor, Utility Dynamics Corporation, return one signed copy to Rempe-Sharpe and Associates, Inc., and retain one signed copy for the Village's files. Our office will arrange for a pre-construction meeting with Utility Dynamics Corporation after the Notice of Award is signed.

If there are any questions, please contact the undersigned.

Sincerely
REMPE-SHARPE AND ASSOCIATES, INC.
BY:



Daniel A. Watson, P.E.

Attachment

p.c. Joseph B. Spencer, Utility Dynamics Corporation

BID TABULATION
STREET LIGHT REPLACEMENT PROGRAM - PHASE IV
VILLAGE OF CAROL STREAM

CS-05

BY:

3/28/2016

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	ENGINEER'S ESTIMATE		UTILITY DYNAMICS CORP OSWEGO, IL		HOME TOWN ELECTRIC, INC. LAKE VILLA, IL	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	Removing Existing Lighting Unit	32	EA	\$300.00	\$9,600.00	\$250.00	\$8,000.00	\$330.00	\$10,560.00
2	Removing Existing Luminaire	4	EA	\$100.00	\$400.00	\$50.00	\$200.00	\$110.00	\$440.00
3	Lighting Units Single	32	EA	\$1,900.00	\$60,800.00	\$1,970.00	\$63,040.00	\$2,966.00	\$94,912.00
4	LED Luminaire 100W Equivalent	32	EA	\$750.00	\$24,000.00	\$630.00	\$20,160.00	\$752.00	\$24,064.00
5	LED Luminaire 150W Equivalent	4	EA	\$850.00	\$3,400.00	\$719.00	\$2,876.00	\$840.00	\$3,360.00
6	Lighting Pull Boxes	31	EA	\$950.00	\$29,450.00	\$350.00	\$10,850.00	\$739.00	\$22,909.00
7	Electrical Wire, No. 4	45,846	LF	\$1.25	\$57,307.50	\$1.00	\$45,846.00	\$1.00	\$45,846.00
8	Electrical Wire, No. 2	435	LF	\$2.00	\$870.00	\$1.70	\$739.50	\$1.40	\$609.00
9	1-1/2 Inch HDPE Duct	9,234	LF	\$7.50	\$69,255.00	\$7.50	\$69,255.00	\$10.40	\$96,033.60
10	Electrical Service Pedestals	1	EA	\$650.00	\$650.00	\$400.00	\$400.00	\$1,430.00	\$1,430.00
11	Removing Lighting Control Cabinet	1	EA	\$1,000.00	\$1,000.00	\$850.00	\$850.00	\$880.00	\$880.00
12	Lighting Control Cabinet	1	EA	\$9,500.00	\$9,500.00	\$7,100.00	\$7,100.00	\$7,456.00	\$7,456.00
BASE BID TOTAL					\$266,232.50		\$229,316.50		\$308,499.60
ALTERNATE BID									
1A	Removing Existing Lighting Unit	5	EA	\$300.00	\$1,500.00	\$250.00	\$1,250.00	\$330.00	\$1,650.00
3A	Lighting Units Single	5	EA	\$1,900.00	\$9,500.00	\$1,970.00	\$9,850.00	\$2,900.00	\$14,500.00
4A	LED Luminaire 100W Equivalent	5	EA	\$750.00	\$3,750.00	\$630.00	\$3,150.00	\$752.00	\$3,760.00
6A	Lighting Pull Boxes	4	EA	\$950.00	\$3,800.00	\$350.00	\$1,400.00	\$726.00	\$2,904.00
7A	Electrical Wire, No. 4	6,749	LF	\$1.25	\$8,436.25	\$1.00	\$6,749.00	\$1.00	\$6,749.00
9A	1-1/2 Inch HDPE Duct	1,425	LF	\$7.50	\$10,687.50	\$7.50	\$10,687.50	\$10.40	\$14,820.00
ALTERNATE BID TOTAL					\$37,673.75		\$33,086.50		\$44,383.00
TOTAL BASE BID PLUS ALTERNATE BID					\$303,906.25		\$262,403.00		\$352,882.60

NOTICE OF AWARD

Dated April 4, 2016

TO: UTILITY DYNAMICS CORPORATION

ADDRESS: 23 COMMERCE DRIVE

OSWEGO, ILLINOIS 60543

630-544-1722

CONTRACT FOR: Work for the Street Light Replacement Program - Phase IV consists of replacement of thirty-six (36) existing street lights and replacement of 32 poles including new conduit, wiring, pull boxes, control cabinet and all necessary restoration, all in accordance with the Plans and Specifications as set forth in the Contract Documents. An alternate bid is for the replacement of five (5) additional street lights and poles.

You are notified that your Bid dated MARCH 28, 2016 for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract for STREET LIGHT REPLACEMENT PROGRAM - PHASE IV.

The Contract Price of your contract is TWO HUNDRED SIXTY TWO THOUSAND, FOUR HUNDRED THREE DOLLARS AND NO CENTS (\$262,403.00).

Four (4) copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award. Four (4) sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within ten days of the date of this Notice of Award.

1. You must deliver to the OWNER four (4) fully executed counterparts of the Agreement including all the Contract Documents.
2. You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the Instructions to Bidders (paragraph 17), General Conditions (paragraph 5.1) and Supplementary Conditions (paragraph SC-5.1).

3. (List other conditions precedent).

Alternate Bid Included

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid abandoned, to annul this Notice of Award and to declare your bid security forfeited.

Within ten days after you comply with these conditions, OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

VILLAGE OF CAROL STREAM

By: _____

Public Works Director

Copy to Owner, Engineer and Contractor

Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager
FROM: Philip J. Modaff, Director of Public Works
DATE: March 30, 2016
RE: Reject Bids - Emergency Street Light Repair/Replacement Services

Public Works recently opened bids for a contractor to perform emergency street light repair services for the coming fiscal year (with a Village option for a second year). This contract provides emergency response services beyond in-house capability, typically in situations where a street light pole has been knocked down and requires complete replacement. The contract is intended to have one contractor available for quick response with labor and equipment rates already agreed upon. No guarantee of work is included in the contract due to the unpredictable need for services.

Historically this contract was assigned following a Request for Proposals process since annual costs were not predictable but typically did not exceed \$20,000.00. However, in recent years we have seen annual costs exceed \$20,000.00, so this year we shifted the process to a formal bid. Unit prices were sought for a wide variety of personnel, equipment and supplies in order to cover all potential needs. Due to the unpredictable number of times the contractor will be called upon and what types of labor, equipment and supplies will be needed, staff intended to evaluate bids based upon a historical analysis of the most commonly needed labor, equipment and supplies.

However, following the bid opening one bidder noted that the bid documents did not clearly specify how the bid items would be evaluated for purposes of determining the low bidder. After further review staff believes it would be best to re-draft the bid specifications to clearly identify for bidders how bids will be evaluated for purpose of making an award.

Therefore, staff recommends that all bids for Emergency Street Light Repair/Replacement Services be rejected. A new bid packet will be assembled and publicly advertised, with results and a recommendation presented to the Village Board in May.

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

TO: Mayor & Trustees

FROM: Robert Mellor, Assistant Village Manager *Rm*

DATE: March 31, 2016

RE: Waiver of Bidding & Award of Contract – Board Room Audio Video Equipment

The current Board room audio video equipment was installed in 2003 as part of a remodeling project that included redesign of the Board room and other areas of the Municipal Center. The current equipment has reached end of life and does not meet current technology standards for quality output nor does it meet high definition standards in the event Comcast and AT&T make HD broadcast available to local governments. Staff is proposing to replace existing audio video equipment in the Board room with newer technology compatible with current high definition A/V standards. These equipment upgrades are needed at this time as the current equipment is failing, causing video being received by the viewing public to be of poor quality. Staff has been working with our videographer Dave Baker and system integrator AVI Systems, Inc. to determine which equipment would need to be upgraded and to develop a design for the new system installation. AVI Systems, Inc. merged with MCSi, the company that installed the current Board room A/V system and was able to access the CAD drawings from 2003 and update them to incorporate the proposed new equipment.

The following is the breakdown of the costs associated with the new equipment purchase which can be reused in the new Board room:

Equipment	\$ 35,279
Integration	\$ 7,852
PRO Support	\$ 2,500
Shipping & Handling	<u>\$675</u>
Grand Total	\$ 46,306

Capital expenditures for cable television broadcasting are funded by Public, Educational and Government (PEG) fees paid by cable television subscribers on their CATV bills. Since installation will cross fiscal years 2016 and 2017, a portion of the work will be funded in each of the 2 fiscal years. **Due to the immediate need to address the video quality of Board meeting broadcasts and due to AVI's familiarity with our equipment needs and design requirements staff feels it is in the best interests of the Village to waive the formal bidding process and award the purchase of new Board room audio video equipment to AVI Systems, Inc. in the amount of \$46,305 per the attached agreement.**

I am available should you have any questions.

Retail Sales Agreement



AVI Systems Inc., 717 West Algonquin Road Arlington Heights, IL, 60005 | Phone: (630)477-2300, Fax: (630)477-2301

Proposal Number: 738102
Prepared For: Carol Stream, Village of
Attn: Bob Mellor

Proposal Date: April 01, 2016

R3 Boardroom Upgrade BPIX MICA

Prepared By: Thomas Burns
Phone: (630)477-2354
Email: thomas.burns@avisystems.com

BILL TO

Attn: Bob Mellor
Carol Stream, Village of
500 N Gary Rd, N/A
Carol Stream, IL, 60188
Phone: (630)871-6250
Email: bmellor@carolstream.org
Customer Number: 130092549

SITE

Attn: Bob Mellor
Carol Stream, Village of
500 N Gary Rd, N/A
CAROL STREAM, IL, 60188
Phone: (630)871-6250
Email: bmellor@carolstream.org

PRODUCTS AND SERVICES SUMMARY

Equipment	\$35,279.00
Integration	\$7,852.00
PRO Support	\$2,500.00
Shipping & Handling	\$675.00
Tax	\$0.00
Grand Total	\$46,306.00

Unless otherwise specified. The prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the time stated for payment on each invoice. Discount only applies to new items included on the invoice, and only applies if the balance on the invoice is paid in full.

All returned equipment is subject to a restocking charge. The prices are valid for 30 days and may be locked in by signing this Retail Sales Agreement.

Overdue balances are subject to a finance charge of 1.5% per month, or interest at the highest rate permitted by applicable law. In the event AVI must pursue collection of unpaid invoices, Customer agrees to pay all of AVI's costs of collection, including its attorneys' fees.

INVOICING AND PAYMENT TERMS

Customer and AVI have agreed on the payment method of CASH. Payment must be remitted by stated method. To the extent Customer seeks to use of any payment methods other than stated, and that payment method results in an increased transaction cost to AVI, the new payment must be approved in writing, and the Customer shall be responsible for paying the increased transaction cost to AVI associated with the change in payment method. Payments shall be made 30 days from invoice date. So long as the invoice has been sent and the Customer's payment is made within the terms work will continue.

AVI uses progress billing, and invoices for equipment and services allocated to the contract on a monthly basis. Unless otherwise specified, all items quoted (goods and services) as well as applicable out of pocket expenses (permits, licenses, shipping, etc.) are invoiced in summary (including applicable sales taxes due for each category of invoiced items).

Customer is to make payments to the following "Remit to" address:

AVI Systems
NW8393 PO Box 1450
Minneapolis, MN 55485-8393

If Payment Method is ACH Include: Customer must make all payments in the form of bank wire transfers or electronic funds transfers through an automated clearinghouse with electronic remittance detail, in accordance with the payment instructions AVI Systems provides on its invoice to Customer.

A monthly summary of detailed equipment received is available upon request. Equipment received may be different than equipment billed based on agreed billing method.

TAXES AND DELIVERY

Unless stated otherwise in the "Products and Services Summary" above, AVI will add and include all applicable taxes, permit fees, license fees, and delivery charges to the amount of each invoice. Taxes will be calculated according to the state law(s) in which the product(s) and/or service(s) are provided. Unless Customer provides a valid tax exemption certificate for any tax exemption(s) claimed, AVI shall invoice for and collect all applicable taxes in accordance with state law(s), and Customer will be responsible for seeking a tax credit/refund from the applicable taxing authority.

AGREEMENT TO QUOTE AND DOCUMENTS CONSTITUTING YOUR CONTRACT WITH AVI

Customer hereby accepts the above quote for goods and/or services from AVI. When duly executed and returned to AVI, AVI's Credit Department will check Customer's credit and approve the terms. After approval by AVI's Credit Department and signature by AVI, this Retail Sales Agreement will, together with the [AVI General Terms & Conditions](http://www.avisystems.com/AVITermsOfSale.pdf) (which can be found at www.avisystems.com/AVITermsOfSale.pdf) form a binding agreement between Customer and AVI. (This Retail Sales Agreement and the AVI General Terms & Conditions of Sale (the "T&Cs") are referred to collectively as the "Agreement"). If not defined in this Agreement, all capitalized terms shall have the meaning given to them in the T&Cs. Should AVI's Credit Department determine at any point prior to AVI commencing work that Customer's credit is not adequate, or should it otherwise disapprove of the commercial terms, AVI reserves the right to terminate the Agreement without cause and without penalty to AVI.

AGREED AND ACCEPTED BY

Company

Signature

Printed Name

Date

AVI Systems, Inc.

Company

Signature

Printed Name

Date

CONFIDENTIAL INFORMATION

The company listed in the "Prepared For" line has requested this confidential price quotation, and shall be deemed "Confidential Information" as that term is defined in the T&Cs. This information and document is confidential and is intended solely for the private use of the customer identified above. Customer agrees it will not disseminate copies of this quote to any third party without the prior written consent of AVI. Sharing a copy of this quote, or any portion of the Agreement with any competitor of AVI is a violation of this confidentiality provision. If you are not the intended recipient of this quote (i.e., the customer), you are not properly in possession of this document and you should immediately destroy all copies of it.

SERVICES TO BE PROVIDED

INTEGRATION SERVICES

INTEGRATION SCOPE OF WORK

A. SUMMARY: The Village is seeking to upgrade their council chamber video production system which feeds the cable networks. The existing system is over 10 years old and in need of an upgrade. AVI proposes new cameras, switcher, and monitors to achieve this upgrade and will provide on-site labor to engineer and install this system. AVI will provide 1 day of on-site training for the switcher which is the core of the upgrade.

B. SYSTEM DESCRIPTION:

Functionality Description: The system will allow the client to control the position of 3-pan tilt cameras from a dedicated controller which can be programmed by the client with presets to recall. The cameras and one scan converted computer source from the AV system will feed an integrated production switcher. The switcher will provide transitional effects between sources, live or pre-produced graphics for lower thirds or full screen intro/extros, a live streaming encoder, video clip playback, internal program file based recordings, and a multi-view output for monitoring. The mixed switcher output will feed a leightronix Mini-T-NX recorder. Existing audio mixing in the system will continue to be used in its current configured state but audio to and from the mixing system will feed into the new production system.

Displays:

o Two 24" computer multi-view displays. One will be touch screen

Source Devices:

o 3-Sony High Definition Pan Tilt Cameras

Audio:

o Audio mixed from the Existing system and will feed the new production platform which will feed existing Leightronix recorder.

Switching:

o 1 Broadcast Pix Integrated video production switcher with internal recording, streaming encoder and graphics creation and clip playback

Controls: 1-Sony Pan Tilt Controller

Equipment Location: Located in the production room adjacent to the council chamber room. AV desk and rack provided by the client.

C. EXCLUSIONS: The following work is **not included** in our Scope of Work:

- All conduits, high voltage, wiring panels, breakers, relays, boxes, receptacles, etc.
- Concrete saw cutting and/or core drilling
- Fire wall, ceiling, roof and floor penetration
- Necessary gypsum board replacement and/or repair
- Necessary ceiling tile or T-bar modifications, replacements and/or repair
- Structural support of equipment *AVI Systems not responsible for building related vibrations
- Installation of ceiling mounted projection screen
- All millwork (moldings, trim, cut outs, etc.)
- Patching and Painting
- Permits (unless specifically provided for and identified within the contract)
- Unless otherwise stated the pricing in this agreement does not include prevailing wage or union labor
- Unless specifically noted lifts and scaffolding are not included

D. Integration Project Management Processes

AVI Systems will follow a foundational project management process which shall include the following actions/deliverables (based on the size/complexity/duration of the integration project):

- Site Survey – performed prior to Retail Sales Agreement and attached
- Project Welcome Notice – emailed upon receipt of Purchase Order
- Project Kick-Off meeting with Customer Representative(s) – either by phone or in-person
- Project Status reviews – informal or formal – either by phone or in-person (based on the size/complexity/duration of the project)
- Project Change Control – comprised of Field Directed Change Order and/or Contract Change Order submittals (see Appendix)
- Notice of Substantial Completion (see Appendix) – at Customer walk-through – prior to Service transition

E. Knowledge Transfer (Training)

This is geared specifically towards the end-user / operator. The purpose of this knowledge transfer is to provide operators with the necessary knowledge to confidently and comfortably operate all aspects of the integrated system. AVI will provide and provision two levels of training. Level one will be basic system training as outlined below. Level two will be for Broadcast Pix to provide 2-four hour "Web Based" training sessions on their product. The village may involve as many trainees as they would like but please consider the space constraints of the AV control room. Level one training will be conducted within a day of the system being completed and tested. AVI will coordinate level two training with the Village and Broadcast Pix but should be done within a day of AVI's training or on the same day.

Areas covered include the following:

- Equipment and system overview
- Equipment operation and function
- Equipment start up, stop, and shut down
- Equipment automatic and manual operation
- Discussion and documentation relating to control system operation
- Discussion and documentation relating to system processor and its control applications
- Powering up, powering down AV system via control system
- Manual operation of display systems, audio system and all other related components
- Use/operation of patch panels, when and where to be used
- Who to call when help is required

F. AVI Systems, Inc. Integration Services Responsibilities

AVI Systems, Inc. will provide services/work for the project as described above in the Scope of Work or per the attached separate Scope of Work document detailing the scope of work to be performed.

- Provide equipment, materials and service items per the contract products and services detail.
- Provide systems equipment integration and supervisory responsibility of the equipment integration.
- Provide systems configuration, checkout and testing.
- Provide project timeline schedules.
- Provide necessary information, as requested, to the owner or other parties involved with this project to insure that proper AC electrical power and cableways and/or conduits are provided to properly integrate the equipment within the facilities.
- Provide manufacturer supplied equipment documentation.
- Provide final documentation and "as built" system drawings (CAD) - if purchased.
- Provide system training following integration to the designated project leader or team.

G. Customer Integration Services Responsibilities

- Provide for the construction or modification of the facilities for soundproofing, lighting, electrical, HVAC, structural support of equipment, and decorating as appropriate. Includes installation of ceiling mounted projection screen.
- Provide for the ordering, provisioning, installation, wiring and verification of any Data Network (LAN, WAN, T1, ISDN, etc.) and Telephone Line (Analog or Digital) equipment and services prior to on-site integration.
- Provide all necessary cableways and/or conduits required to facilitate AV systems wiring.
- Provide all necessary conduit, wiring and devices for technical power to the AV systems equipment.
- Provide reasonable accesses of AVI Systems, Inc. personnel to the facilities during periods of integration, testing and training, including off hours and weekends.
- Provide a secure area to house all integration materials and equipment.
- Provide a project leader who will be available for consultation and meetings.
- Provide timely review and approval of all documentation (Technical Reports, Drawings, Contracts, etc.).

SYSTEM SUPPORT

SYSTEM SUPPORT SERVICES TO BE PROVIDED

System Recertification

- Provides services to perform two on-site scheduled recertification sessions per year using AVI Systems, Inc.'s "System Recertification Checklist and Record".

Training

- Provides unlimited on-site operator training to assure any new and/or existing system users understand the system functionality. This training is the same as level one training outlined in the knowledge transfer section.

Systems Support

- Provides Priority Support by phone (within 2 business hour response time on 5x9 basis)
- Provides Priority Support onsite (within 8 business hour response time on a 5x9 basis, Mon – Fri / 8am – 5pm local time) to perform troubleshooting to localize and diagnose faults where the onsite location is within 60 miles of an AVI Service Center
- Provides repair or replacement of faulty equipment - excluding Obsolete Equipment (defined below)
- Provides materials and repair parts - excluding Consumables (defined below)
- Provides Software Updates
- Provides Loaner Equipment including table top projectors and flat screen monitors under 50"
- Provides for recycling of equipment covered in a system or consumables with no additional fees
- Includes coverage for shipping to/from manufacturer for equipment sent to for warranty diagnosis, repair or exchange

SYSTEM SUPPORT DEFINITIONS

System – Defined as the items listed in the Products and Services Detail section of this Agreement or listed on an attached Equipment List with the exception of Consumables and Obsolete Equipment.

Priority Support – Means all work under AVI support agreements with Customers is scheduled ahead of any other on-demand work and will be provided within 2 hour or 8 hour response times as indicated within the Agreement.

Recertification – Means AVI personnel performing the necessary cleaning, adjustments, functional tests, and replacement of parts to keep the equipment in good and efficient operating condition. Any repairs or operating instructions will be done at this time.

Remote Diagnostics – Means a service whereby remote calls made to communications and terminal equipment via Customer provided analog line or IP connection to determine network and/or board-level failures and remedies. Only available where equipment is capable and configured by AVI to provide same.

Consumables – Means parts such as recording media, batteries, projection lamps and diskettes. Consumables are parts that are not included under this Agreement.

Obsolete Equipment – Defined as items (though possibly still in use) that are outdated with no manufacturer support or parts availability, or products with formal end of life as defined by their manufacturer. Obsolete Equipment are parts that are not included under this Agreement.

Loaner Equipment – Defined as table top LCD projectors and flat screen monitors under 50". Table top projectors are not integrated into a system. Flat screen monitors will be installed onto a wall if reasonably possible.

Software Updates – Defined as revisions of existing software which provide maintenance to correct software errors and are provided at no charge by the manufacturer. Software and features which require additional licensing are not included under this Agreement.

SYSTEM SUPPORT TERMS

Coverage Dates – Unless otherwise stated, the service coverage date will be effective as of substantial completion or System Support Agreement invoice date; whichever is applicable. Coverage will extend for the duration specified by the corresponding line item description found in the Product and Services Detail section of this Agreement. AVI reserves the right to withhold services until the invoice is paid in full.

Exclusions – For situations where AVI is providing service or support under this Agreement, no cost service, maintenance or repair shall not apply to the Equipment if any person other than an AVI technician or other person authorized by AVI, without AVI prior written consent, improperly wires, integrates, repairs, modifies or adjusts the Equipment or performs any maintenance service on it during the term of this Agreement. Furthermore, any Equipment service, maintenance or repair shall not apply if AVI determines, in its sole discretion, that the problems with the Equipment were caused by (a) Customer's negligence; or (b) theft, abuse, fire, flood, wind, lightning, unreasonable power line surges or brownouts, or acts of God or public enemy; or (c) use of any equipment for other than the ordinary use for which such equipment was designed or the purpose for which such equipment was intended, or (d) operation of equipment within an unsuitable operating environment, or (e) failure to provide a suitable operating environment as prescribed by equipment manufacturer specifications, including, without limitation, with respect to electrical power, air conditioning and humidity control.

Systems Support Terms are in addition to AVI Systems General Terms and Conditions of Sale.

PRODUCTS AND SERVICES DETAIL

PRODUCTS:

<u>Model #</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
1 Production Equipment					
BPIX MC-DT	BROADCAST PIX	HD switcher with 8 HD/SD SDI inputs and 3 keys	1	\$17,966.00	\$17,966.00
BPIX 607	BROADCAST PIX	Half day web based training-4 hours	2	\$600.00	\$1,200.00
VA-256XL	KRAMER	(B) Stereo Audio Delay	1	\$446.00	\$446.00
RK-3T	KRAMER	KRAMER RACK MOUNT FOR KRAMER	1	\$39.00	\$39.00
997-6399-00	PLANAR	PXL2430MW. 24W optical multi-touch LED LCD, analog, DVI-D, HDMI	1	\$325.00	\$325.00
997-6871-00	PLANAR	PLL2410W. 24W LED LCD, analog, DVI-D, no speakers	1	\$169.00	\$169.00
SRG300SEW	SONY ELECTRONI	HD Pan Tilt Zoom Camera	3	\$2,795.00	\$8,385.00
RMIP10	SONY ELECTRONI	Pan Tilt Zoom Controller	1	\$1,850.00	\$1,850.00
VP-460	KRAMER	3-Input Analog & 3G HD-SDI ProScale™ Presentation Switcher/Scaler	1	\$1,175.00	\$1,175.00
RK-1	KRAMER	19" Rack Adapter for Multi-Tools & Desktop Models	1	\$75.00	\$75.00
SRW2008P-K9-NA	CISCO	SG 300-10P 10-port Gigabit PoE Managed Switch	1	\$381.00	\$381.00
SES-AUD-XLR-RCA	SESCOM	1-Channel XLR to RCA Balanced to Unbalanced Audio Converter	2	\$50.00	\$100.00
MSP3-CA	YAMAHA	POWERED MONITOR LOUDSPEAKER SYSTEM	2	\$149.00	\$298.00
E-DVIDSL-4	LIBERTY AV	MOLDED DVI-D SINGLE LINK 4M	1	\$32.00	\$32.00
E-HD-DVI-04	LIBERTY AV	MOLDED HDMI-DVI CL2 4M BLK	1	\$40.00	\$40.00
E-USBAA-15	LIBERTY AV	MOLDED USB 2.0 CBL A-A M-M 15'	3	\$13.00	\$39.00
HD10MD3-R0	AJA	HD Digital Downconverter	2	\$932.00	\$1,864.00
CUSTOM-LIBERTY	LIBERTY AV	Custom Rack Panel	1	\$95.00	\$95.00
RPM310	SHURE	WINDSCREEN, CHARCOAL DMPN	25	\$12.00	\$300.00
AVI-TBD-MATERIAL		Project Allowance	1	\$500.00	\$500.00
Sub-Total: 1 Production Equipment					\$35,279.00
2 Installation Labor					
Engineering & Drawings					\$1,956.00
Project Management					\$596.00
On Site Integration					\$3,504.00
Integration Materials					\$312.00
Testing & Acceptance					\$1,360.00
Travel Expense					\$124.00
Sub-Total: 2 Installation Labor					\$7,852.00
Total:					\$43,131.00

PRO SUPPORT:

<u>Model #</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
AVISSA1YR	AVI SYSTEMS	1 Year System Support Agreement	1	\$2,500.00	\$2,500.00

AVI Systems General Terms and Conditions of Sale

The following General Terms & Conditions of Sale (the "T&Cs") in combination with either (a) a signed Retail Sales Agreement or (b) Quote under which AVI Systems, Inc ("AVI") agrees to supply goods or services constitute a binding contract (the "Agreement") between AVI and the entity identified on page one of the Retail Sales Agreement or Quote (the "Customer"). In the absence of a separately negotiated "Master Services Agreement" between AVI and Customer signed in "wet ink" by the Chief Executive Officer or Chief Financial Officer of AVI, these T&C's shall apply. Any terms and conditions set forth in any correspondence, purchase order or Internet based form from Customer to AVI which purport to constitute terms and conditions which are in addition to those set forth in this Agreement or which attempt to establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by AVI unless the same has been manually countersigned in wet ink by an Officer of AVI.

1. Changes In The Scope of Work – Where a Scope of Work is included with this Agreement, costs resulting from changes in the scope of this project by the Customer, including any additional requirements or restrictions placed on AVI by the Customer or its representatives, will be added to the contract price. When AVI becomes aware of the nature and impact of the change, a contract Change Order will be submitted for review and approval by the Customer before work continues. AVI has the right to suspend the work on the project pending Customer's written approval of the Change Order.

2. Ownership and Use of Documents and Electronic Data – Where applicable, drawings, specifications, other documents, and electronic data furnished by AVI for the associated project under this Agreement are instruments of the services provided. These items are "Confidential Information" as defined in this Agreement and AVI shall retain all common law, statutory and other reserved rights, including any copyright in these instruments. These instruments of service are furnished for use solely with respect to the associated project under this Agreement. The Customer shall be permitted to retain copies of any drawings, specifications, other documents, and electronic data furnished by AVI for information and reference in connection with the associated project and for no other purpose.

3. Proprietary Protection of Programs – Where applicable this Agreement does not cause any transfer of title, or intellectual rights, in control systems programs, or any materials produced in connection therewith, including any source code. Any applications or programs supplied by AVI are provided, and are authorized for installation, execution, and use only in machine-readable object code form. This Agreement is expressly limited to the use of the programs by the Customer for the equipment in connection with the associated project. Customer agrees that it will not seek to reverse-engineer any program to obtain source codes, and that it will not disclose the programs source codes or configuration files to any third party, without the written consent of AVI. The programs, source codes and configuration files, together with AVI's know-how and integration and configuration techniques, furnished hereunder are proprietary to AVI, and were developed at its private expense. If Customer is a branch of the United States government, for purposes of this Agreement any software furnished by AVI hereunder shall be deemed "restricted computer software", and any data, including installation and systems configuration information, shall be deemed "limited rights data", as those terms are defined in FAR 52.227-14 of the Code of Federal regulations.

4. Shipping and Handling and Taxes – The prices shown are F.O.B. manufacturer's plant or AVI's office depending on where items are located when direction is issued to ship to the point of integration. The Customer, in accordance with AVI's current shipping and billing practices, will pay all destination charges. In addition to the prices on this Agreement, the Customer agrees to pay amounts equal to any sales tax invoiced by AVI, or (where applicable) any use or personal property taxes resulting from this Agreement or any activities hereunder. Customer will defend, indemnify and hold harmless AVI against any claims by any tax authority for all unpaid taxes or for any sales tax exemption claimed by Customer.

5. Title – Where applicable, title to the Equipment passes to the Customer on the earlier of: (a) the date of shipment from AVI to Customer, or (b) the date on which AVI transmits its invoice to Customer.

6. Security Interest – In addition to any mechanics' lien rights, the Customer, for value received, hereby grants to AVI a security interest under the Minnesota commercial code together with the a security interest under the law(s) of the state(s) in which work is performed or equipment is delivered. This security interest shall extend to all Equipment, plus any additions and replacements of such Equipment, and all accessories, parts and connecting Equipment now or hereafter affixed thereto. This security interest will be satisfied by payment in full unless otherwise provided for in an installment payment agreement. The security interest shall be security for all sums owed by Customer under this Agreement. A copy of this Agreement may be filed as a financing statement with the appropriate authority at any time after signature of the Customer. Such filing does not constitute acceptance of this Agreement by AVI

7. Risk of Loss or Damage – Notwithstanding Customer's payment of the purchase price for Equipment, all risk of loss or damage shall transfer from AVI to Customer upon transfer of Title to Customer. Customer shall be responsible for securing insurance on Equipment from this point forward.

8. Receiving/Integration – Unless the Agreement expressly includes integration services by AVI, the Customer agrees to furnish all services required for receiving, unpacking and placing Equipment in the desired location along with integration. Packaging materials shall be the property of the Customer.

9. Equipment Warranties – To the extent AVI receives any warranties from a manufacturer on Equipment; it will pass them through to Customer to the full extent permitted by the terms of each warranty. Factory warranties vary by manufacturer, and no additional warranties are expressed or implied.

10. General Warranties – Each Party represents and warrants to the other that: (i) it has full right, power and authority to enter into and fully perform its obligations under this Agreement, including without limitation the right to bind any party it purports to bind to this Agreement; (ii) the execution, delivery and performance of this Agreement by that Party does not conflict with any other agreement to which it is a Party or by which it is bound, and (iii) it will comply with all applicable laws in its discharge of its obligations under this Agreement. AVI warrants, for a period of 90 days from Substantial Completion, the systems integration to be free from defects in workmanship. CUSTOMER WARRANTS THAT IT HAS NOT RELIED ON ANY INFORMATION OR REPRESENTATION PROVIDED BY OR ON BEHALF OF AVI WHICH IS NOT EXPRESSLY INCLUDED IN THESE GENERAL TERMS AND CONDITIONS OR THE RETAIL SALES AGREEMENT. EXCEPT AS EXPRESSLY SET FORTH HEREIN, AVI DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE EQUIPMENT, MATERIALS AND SERVICES PROVIDED BY AVI, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT AND TITLE.

11. Remedies – Upon default as provided herein, AVI shall have all the rights and remedies of a secured party under the Illinois commercial code and under any other applicable laws. Any requirements of reasonable notice by AVI to Customer, or to any guarantors or sureties of Customer shall be met if such notice is mailed, postage prepaid, to the address of the party to be notified shown on the first page of this Agreement (or to such other mailing address as that party later furnishes in writing to AVI) at least ten calendar days before the time of the event or contemplated action by AVI set forth in said notice. The rights and remedies herein conferred upon AVI, shall be cumulative and not alternative and shall be in addition to and not in substitution of or in derogation of rights and remedies conferred by the Illinois commercial code and other applicable laws.

12. Limitation of Remedies for Equipment – AVI's entire liability and the Customer's sole and exclusive remedy in all situations involving performance or nonperformance of Equipment furnished under this Agreement, shall be the adjustment or repair of the Equipment or replacement of its parts by AVI, or, at AVI option, replacement of the Equipment.

13. No Consequential Damages – AVI SHALL NOT HAVE ANY LIABILITY TO CUSTOMER OR TO ANY OTHER PERSON OR ORGANIZATION FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OF ANY DESCRIPTION (INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOSS OR INTERRUPTION OF BUSINESS), WHETHER BASED ON CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER LEGAL THEORY, REGARDLESS OF WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND IRRESPECTIVE OF THE NUMBER OR NATURE OF CLAIMS.

14. Acceleration of Obligations and Default – Payment in full for all "Equipment," which is defined as all goods identified in the section of the Agreement with the same title, as well for any and all other amounts due to AVI shall be due within the terms of the Agreement. Upon the occurrence of any event of default by Customer, AVI may, at its option, with or without notice, declare the whole unpaid balance of any obligation secured by this Agreement immediately due and payable and may declare Customer to be in default under this Agreement.

15. Choice of Law, Venue and Attorney's Fees – This Agreement shall be governed by the laws of the State of Illinois in the United States of America without reference to or use of any conflicts of laws provisions therein. For the purpose of resolving conflicts related to or arising out of this Agreement, the Parties expressly agree that venue shall be in the State Illinois in the United States of America only, and, in addition, the Parties hereby consent to the exclusive jurisdiction of the federal and state courts located in Dupage County, Illinois in the United States of America and waive any right to assert in any such proceeding that Customer is not subject to the jurisdiction of such court or that the venue of such proceeding is improper or an inconvenient forum. The Parties specifically disclaim application (i) of the United Nations Convention on the International Sale of Goods, 1980, and (ii) of Article 2 of the Uniform Commercial Code as codified. In the event AVI must take action to enforce its rights under the Agreement, the court shall award AVI the attorney's fees it incurred to enforce its rights under this Agreement.

16. General – Headings are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. The Parties acknowledge and agree that the Agreement has been negotiated by the Parties and that each had the opportunity to consult

with its respective counsel, and shall be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either Party based on draftsmanship of the Agreement. This Agreement is not assignable by Customer without the prior written consent of AVI. Any attempt by Customer to assign any of the rights, duties, or obligations of this Agreement without such consent is void. AVI reserves the right to assign this Agreement to other parties in order to fulfill all warranties and obligations expressed herein, or upon the sale of all or substantially all of AVI's assets or business. This Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of the Customer and of AVI, and variance from the terms and conditions of the Agreement in any order or other written notification from the Customer will be of no effect. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. AVI is not responsible for any delay in, or failure to, fulfill its obligations under this Agreement due to causes such as natural disaster, war, emergency conditions, labor strike, acts of terrorism, the substantial inoperability of the Internet, the inability to obtain supplies, or any other reason or any other cause or condition beyond AVI's reasonable control. Except as otherwise stated in the Agreement, AVI is not obliged to provide any services hereunder for Equipment located outside the United States or Puerto Rico. Scheduled completion dates are subject to change based on material shortages caused by shortages in cable and materials that are industry wide.

17. Confidentiality. The term "Confidential Information" shall mean the inventions, trade secrets, computer software in both object and source code, algorithms, documentation, know how, technology, ideas, and all other business, customer, technical, and financial information owned by AVI or the Customer, which is designated as confidential, or communicated in such a manner or under such circumstances as would reasonably enable a person or organization to ascertain its confidential nature. All the Confidential Information of a party to this Agreement shall be maintained in confidence by the other party, and neither party shall, during the term of this Agreement or for a period of three (3) years subsequent to the termination of this Agreement, divulge to any person or organization, or use in any manner whatsoever, directly or indirectly, for any reason whatsoever, any of the Confidential Information of the other party without receiving the prior written consent of the other party. AVI and the Customer shall take such actions as may be reasonably necessary to ensure that its employees and agents are bound by the provisions of this Section, which actions shall, as may be reasonably requested by either party, include the execution of written confidentiality agreements with the employees and agents of the other party. The provisions of this Section shall not have application to any information that (i) becomes lawfully available to the public; (ii) is received without restriction from another person or organization lawfully in possession of such information; (iii) was rightfully in the possession of a party without restriction prior to its disclosure; or (iv) is independently developed by a party or its employees or agents without access to the other party's similar information.

18. Nonsolicitation - To the extent permitted by applicable law, during the term of this Agreement and for a period of one (1) year after the termination this Agreement, each Party agrees that it shall not knowingly solicit or attempt to solicit any of the other Party's executive employees or employees who are key to such Party's performance of its obligations under this Agreement ("Covered Employees"). Notwithstanding the foregoing, nothing herein shall prevent either Party from hiring as an employee any person who responds to an advertisement for employment placed in the ordinary course of business by that Party and/or who initiates contact with that party without any direct solicitation of that person by that Party or its agents.

19. Price Quotations and Time to Install – AVI often installs systems at the end of a construction project. The price quoted contemplates that AVI shall have access to the location for the time shown for AVI to complete its work after the work of all other contractors is substantially complete which means, generally, all other trades are no longer generating dust in the location, and final carpeting/flooring is installed (the "Prepared Area") Failure to give AVI access to the Prepared Area for the amount of time shown for the installation may result in increased installation costs, typically in a manner proportionate to the reduction of time given to AVI to complete its work compared to the original schedule.

20. Price Quotations – Unless otherwise specified, all prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the terms of each invoice. Payment in other forms, including credit card, p-card, or other non-cash payments shall be subject to a convenience above the cash price. Please speak to your AVI representative if you have any questions in this regard.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 8, ARTICLES 5 AND 6 OF THE
CAROL STREAM TRAFFIC CODE – TRAFFIC SCHEDULES
(TURNING RESTRICTIONS AND PARKING PROHIBITED – CAROL STREAM SCHOOL)**

BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, DUPAGE COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, that Chapter 8, Articles 5 and 6, of the Traffic Code, be amended to read as follows:

SECTION 1: That Chapter 8, Article 5, Schedule IV (Turns) of the Traffic Code be amended to include the following:

Chapter 8: Traffic Code, Article 5: Traffic Schedules, Schedule IV. Turns

<u>Street</u>	<u>Turning Limitation</u>
Cochise Court (westbound)	No left turn onto Sioux Lane from 8:00 a.m. to 9:00 a.m. and 2:00 p.m. to 4:00 p.m. on school days.

SECTION 2: That Chapter 8, Article 6, Schedule I (Parking Prohibited; Signs Required) of the Traffic Code be amended to delete the following:

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

<u>Street</u>	<u>Location</u>
Sioux Lane	From Cochise Court to the Carol Stream School south property line on school days from 8:00 a.m. to 9:00 a.m. and 3:00 p.m. to 4:00 p.m.
Sioux Lane	Either side from Thunderbird Trail north to Cochise Court on school days between 8:00 a.m. and 4:00 p.m.

SECTION 3: That Chapter 8, Article 6, Schedule I (Parking Prohibited; Signs Required) of the Traffic Code be amended to include the following:

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

<u>Street</u>	<u>Location</u>
Cochise Court	South side between Arrowhead Trail and Sioux Lane from 8:00 a.m. to 9:00 a.m. and from 2:00 p.m. to 4:00 p.m. on school days.

Sioux Lane

West side along Carol Stream School
from 8:00 a.m. to 9:00 a.m. and from
2:00 p.m. to 4:00 p.m. on school days.

SECTION 4: That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law, and the posting of the required signs in keeping with this Ordinance.

PASSED AND APPROVED THIS 4th DAY OF APRIL, 2016.

AYES:

NAYS:

ABSENT:


Matthew McCarthy, Mayor Pro Tem

ATTEST:

Laura Czarnecki, Village Clerk

Village of Carol Stream
Interdepartmental Memorandum

TO: Joseph Breinig, Village Manager

FROM: William N. Cleveland, Assistant Village Engineer 

DATE: March 30, 2016

RE: Parking and turning restriction changes to the Village Code of Ordinances proposed for Carol Stream School

In February of this year, Police met with Carol Stream School, St. Luke's Parish and Engineering staff regarding traffic issues related to arrival and dismissal times at the school. Sergeant Cooper has recommended procedures and traffic control restrictions to help control the vehicle movements, two of which require changes to the Traffic Code. (Attached).

To control congestion at the intersection of Cochise Court and Sioux Lane, the following change is recommended to Chapter 8: Traffic Code, Article 5. Traffic Schedules, Schedule IV. Turns:

<u>Street</u>	<u>Turning Limitation</u>
Cochise Court (westbound)	No left turn onto Sioux Lane from 8:00am to 9:00am and 2:00pm to 4:00pm on school days.

This will prevent westbound traffic from backing up waiting to turn onto Sioux, increase the safety of the crosswalk at Sioux and Cochise, and allow better movement for emergency vehicles. The restriction is similar to those found in school zones throughout the Village.

To allow for proper queueing of vehicles waiting to pick up or drop off children, the following changes are recommended to Chapter 8: Traffic Code, Article 6. Parking Schedules, Schedule I. Parking Prohibited; Signs Required;

<u>Street</u>	<u>Location</u>
Cochise Court	South side between Arrowhead Trail and Sioux Lane from 8:00am to 9:00am and from 2:00pm to 4:00pm on school days.

<u>Street</u>	<u>Location</u>
Sioux Lane	West side along Carol Stream School From 8:00am to 9:00am and from 2:00pm to 4:00pm on school days.

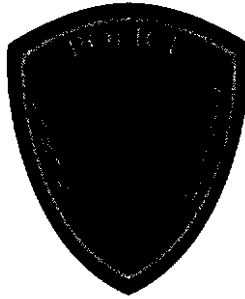
This will allow vehicles to wait in line along the south side of Cochise Trail and west side of Sioux Lane without needing to maneuver around parked vehicles.

There are two errors in the Traffic Code where Sioux Lane parking restrictions are incomplete and conflict with other sections of the code and both should be removed from Schedule I. Parking Prohibited; Signs Required.

The School District has also agreed to share the cost to extend the carriage walk to their south property line, increasing the pick-up and drop off zone. The Village will include the work as part of the Flexible Pavement Project and the School District will reimburse the Village approximately \$1,000, similar to improvements done at Spring Trail Elementary School on Spring Valley Drive.

Residents affected by these changes were notified by letter last week. Engineering staff therefore recommends approval of the changes to the Traffic Code of the Village Code of Ordinances.

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



Carol Stream Police Department

Intradepartmental Memo

TO: Chief Sailer
FROM: Sergeant Brian Cooper
DATE: February 18, 2016
RE: Carol Stream School

I met with Officer Larsen, Marylou from St Luke Parish, Nick the crossing guard, Principle Serwach from Carol Stream School and Bill Cleveland regarding the problems at Carol Stream School. The Church has no issue with parents using their lot for drop off and pick up. Their only concern was parents using the rectory driveway for drop off and pick up. Nick acknowledged this was occurring and will place a cone or two preventing access to the driveway.

I propose the following solutions to the issues that were brought up in the email from Dr. Hill.

First issue- *One way sign removed and traffic going northbound during restricted times.*

I suggest the crossing guard at Thunderbird and Sioux put out a cone with a DO NOT ENTER sign on it (See attachment 1.1). The cone will be placed in the curb lane reminding traffic not to enter. The sign would only be placed there when Sioux is a One Way.

Second issue- *The bottleneck at Cochise and Sioux.*

I suggest we restrict left turns from westbound Cochise onto southbound Sioux (see attachment 2). This would eliminate the need for the crossing guard to direct traffic, which they are not authorized to do. Vehicles would line up on Cochise facing east and proceed onto Sioux to the drop off area in front of the school. This would also require signage being added restricting parking on the south

side of Cochise for various times of the day (8 to 9 and 2 to 4). I believe these changes would reduce the bottleneck at Cochise and Sioux.

In addition the Village should consider replacing existing signs to reflect the schools new dismissal times. Currently the signs restrict parking from 8 AM to 9 AM and from 2:30 PM to 4:00 PM. The morning times are unchanged, however the afternoon dismissal times are now at 2:15 PM on Mondays and 3:45 PM on Tuesday through Friday. Changing the existing signs to 2 PM to 4 PM would be recommended.

While looking into the problems at the school with the Principle, we discovered the possibility of opening up more space for pick up and drop off in front of the school. This could be done by extending the existing sidewalk to the curb from south of the walkway in front of the school to the property line (see attachment 1.2). Since this portion of the easement belongs to the Village this would be at the expense of the Village, unless the School District wanted to enter into an intergovernmental agreement of sorts.

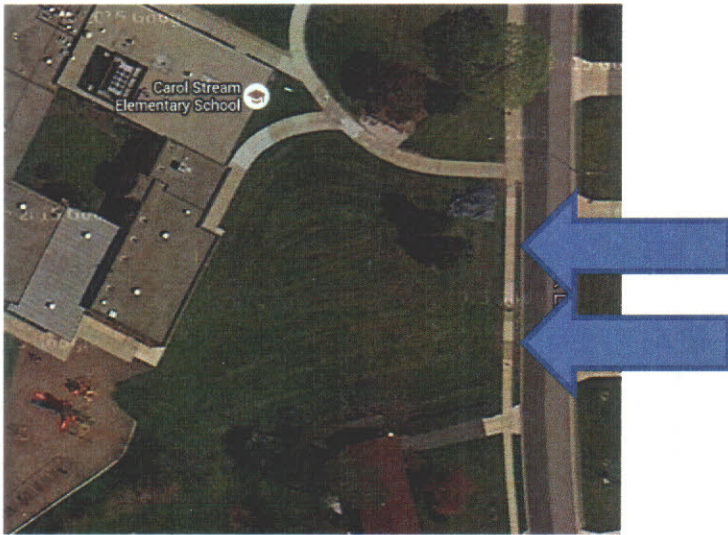
After speaking with everyone involved I believe this is the best solution to the problem. Traffic would line up on Cochise and end in front of the school. Traffic entering Sioux from one direction would eliminate the bottleneck at Sioux and expanding the drop off area should increase the flow of traffic. These changes could be done with the placement and purchase of some signs and extending the sidewalk to the curb. As we discussed, adding a Traffic Detail will only place more of a drain on Patrol since Patrol fills the majority of the traffic details now.



Attachment 1.1

Sign to be placed on Sioux at Thunderbird

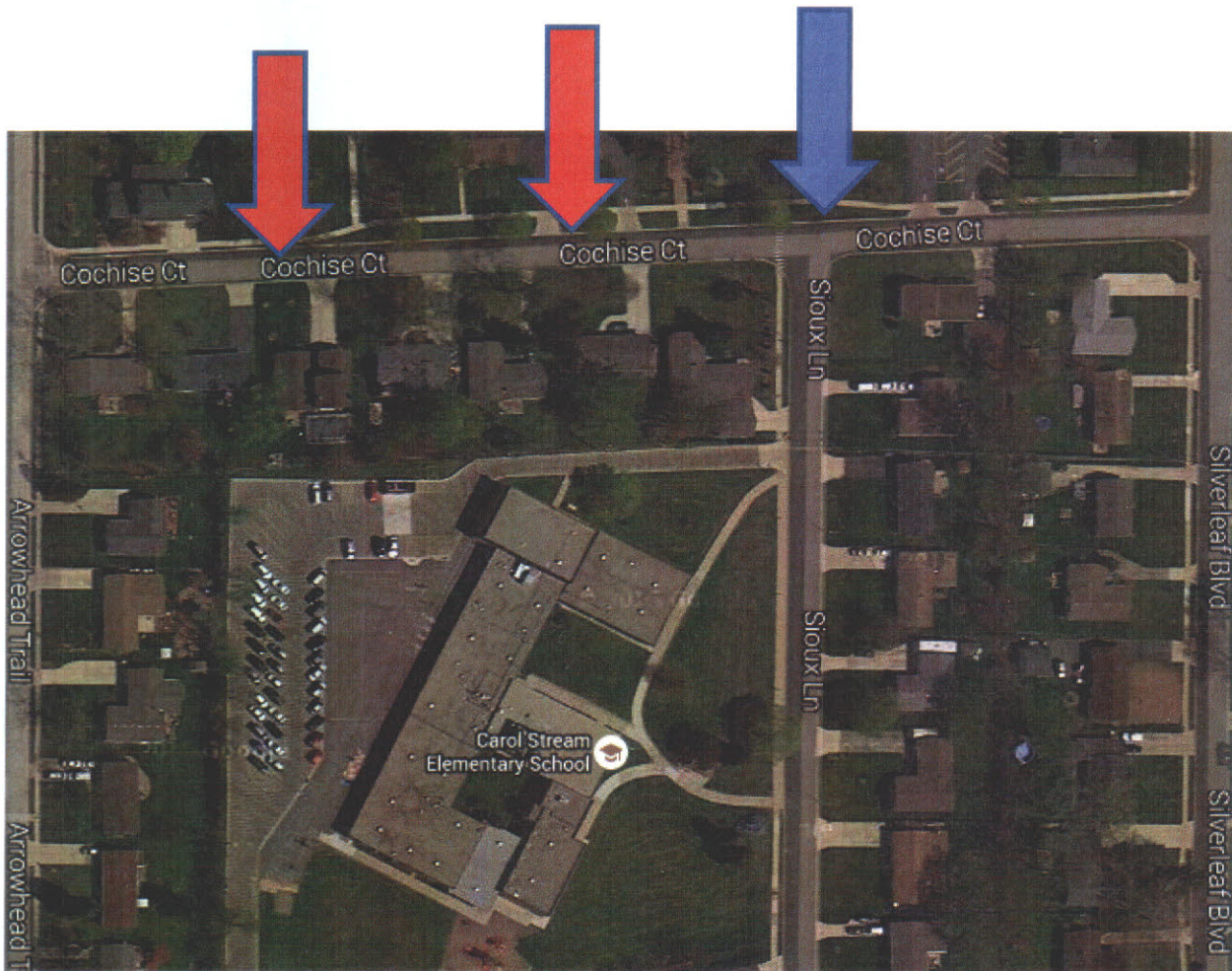
Attachment 1.2



Blue arrows indicate area of grass to be converted to concrete.

Blue arrow indicates where a No Left Turn sign would be placed to reduce the bottleneck.

Red Arrow indicates No Parking signs.



RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING A FINAL PLAT OF SUBDIVISION
(T GENEVA CROSSING IL, LLC - GENEVA CROSSING)**

WHEREAS, Abbas Kanji of the Tabani Group, on behalf of T Geneva Crossing IL, LLC, hereinafter referred to as the Petitioner, has requested approval of a Final Plat of Subdivision to create four lots within the Geneva Crossing Shopping Center, generally located north of Geneva Road and west of Schmale Road, in accordance with Section 7-2-6 of the Carol Stream Subdivision Code; and

WHEREAS, the Plan Commission/Zoning Board of Appeals (the "Combined Board") of the Village of Carol Stream, at their meeting on March 28, 2016, considered the Final Plat of Subdivision and has found it to be in conformance with the Zoning Code, the Subdivision Code, and other Codes of the municipality relating to the particular property herein proposed to be subdivided; and

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

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

SECTION 1: Approval is hereby given to the Final Subdivision Plat, such document being attached to and made a part of this Resolution as Exhibit "A", drawn by Compass Surveying, Ltd., 2631 Ginger Woods Parkway, Aurora, Illinois, 60502, dated February 22, 2016; the Final PUD Plan - PUD Phase I, such document being attached to and made a part of this Resolution as Exhibit "B", drawn by Compass Surveying, Ltd., 2631 Ginger Woods Parkway, Aurora, Illinois, 60502, dated February 22, 2016; and the Declaration of Easements, Covenants, and Restrictions for Geneva

Crossing Resubdivision, such document being attached to and made a part of this Resolution as Exhibit "C";

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

PASSED AND APPROVED THIS 4th DAY OF APRIL, 2016.

AYES:

NAYS:

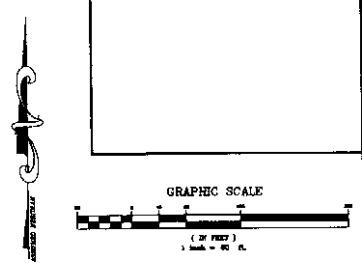
ABSENT:

Matthew McCarthy, Mayor Pro Tem

ATTEST:

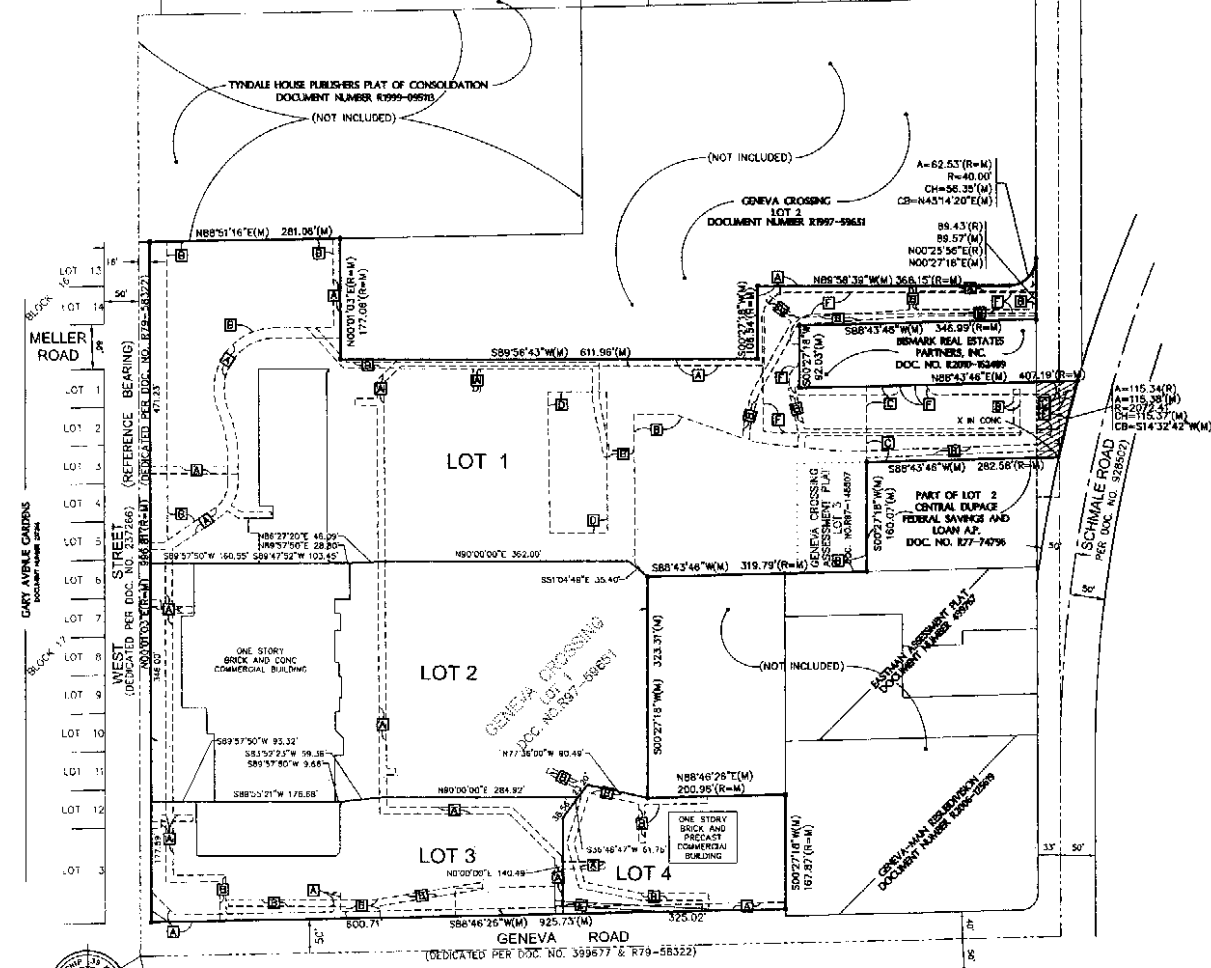
Laura Czarnecki, Village Clerk

PRELIMINARY/FINAL SUBDIVISION PLAT RESUBDIVISION OF LOT 1 IN GENEVA CROSSING AND LOT 3 IN GENEVA CROSSING ASSESSMENT PLAT



PIN 05-04-304-070
PIN 05-04-304-069

BEING A RESUBDIVISION OF PART OF THE SOUTHWEST QUARTER
OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN GARAGE COUNTY, KENTUCKY.



AREA SUMMARY		
LOT 1	1.2167 SQUARE FEET OR 0.028 ACRES	
LOT 2	280,457 SQUARE FEET OR 6.360 ACRES	
LOT 3	105,188 SQUARE FEET OR 2.413 ACRES	
LOT 4	88,436 SQUARE FEET OR 2.024 ACRES	
NET AREA		393,987 SQUARE FEET OR 9.043 ACRES (100% BOUNDARY SURVEY)

EASEMENT TABLE	
[E]	UTILITY EASEMENT PER DOCUMENT NUMBER R97-59651
[F]	STORMWATER CONVEYANCE AND STORMWATER MANAGEMENT PER DOCUMENT NUMBER R97-59651
[G]	SCHMALE ACCESS DRIVEWAY INGRESS AND EGRESS EASEMENT PER DOCUMENT NUMBER R97-59651
[H]	PARKING AREA PER DOCUMENT NUMBER R-97-021028
[I]	SIDEWALK EASEMENT PER DOCUMENT NUMBER R97-59651
[J]	INGRESS AND EGRESS EASEMENT PER DOCUMENT NUMBER R2010-18248A

ABBREVIATIONS		LINE LEGEND	
[Symbol]	UTILITY EASEMENT PER DOCUMENT NUMBER R97-59651	[Symbol]	CONCRETE DRIVEWAY
[Symbol]	STORMWATER CONVEYANCE AND STORMWATER MANAGEMENT PER DOCUMENT NUMBER R97-59651	[Symbol]	CONCRETE SIDEWALK
[Symbol]	SCHMALE ACCESS DRIVEWAY INGRESS AND EGRESS EASEMENT PER DOCUMENT NUMBER R97-59651	[Symbol]	EXISTING ASPHALT DRIVEWAY
[Symbol]	PARKING AREA PER DOCUMENT NUMBER R-97-021028	[Symbol]	EXISTING ASPHALT SIDEWALK
[Symbol]	SIDEWALK EASEMENT PER DOCUMENT NUMBER R97-59651	[Symbol]	EXISTING ASPHALT DRIVEWAY
[Symbol]	INGRESS AND EGRESS EASEMENT PER DOCUMENT NUMBER R2010-18248A	[Symbol]	EXISTING ASPHALT SIDEWALK

SEND TAX BILL TO:
1. GENEVA CROSSING II, LLC
18620 N. DALLAS PARKWAY
SUITE 300
DALLAS, TX 75248

SUBMITTED BY AND RETURN TO:
THE VILLAGE OF CAROL STREAM
500 N. GARY AVENUE
CAROL STREAM, IL 60189-1989

NO.	DATE	DESCRIPTION	BY
1	05/14/2025	PROJECT START	J. M. WALKER
2	05/14/2025	DESIGN START	J. M. WALKER
3	05/14/2025	DESIGN COMPLETE	J. M. WALKER
4	05/14/2025	CONSTRUCTION START	J. M. WALKER
5	05/14/2025	CONSTRUCTION COMPLETE	J. M. WALKER
6	05/14/2025	PROJECT END	J. M. WALKER

PROJECT	CLIENT
GENEVA CROSSING RESUBDIVISION	TABANI GROUP, INC.
PROJECT LOCATION	GENEVA CROSSING, GARAGE COUNTY, KY
CITY	DALLAS, TX



SOUTHWEST CORNER
OF THE SOUTHWEST
QUARTER OF SECTION
4-38-10 FOUND
HARRISON MONUMENT
(HELD)

EXHIBIT A

APASS
PLANNING
& CONSTRUCTION

1001 W. WALKER AVENUE
SUITE 200
DALLAS, TEXAS 75208

SCALE: 1" = 100'

1 OF 2

DATE: 05/14/2025

PROJECT NO. 15.0285-01

PRELIMINARY/FINAL SUBDIVISION PLAT RESUBDIVISION OF LOT 1 IN GENEVA CROSSING AND LOT 3 IN GENEVA CROSSING ASSESSMENT PLAT

OWNER'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DU PAGE }
THIS IS TO CERTIFY THAT I, GENEVA CROSSING II, LLC, A LIMITED LIABILITY COMPANY IS THE OWNER OF A ONE EIGHTH INTEREST IN THE LAND DESCRIBED IN THE ANNEXED PLAT, AND HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS INDICATED HEREIN FOR THE USES AND PURPOSES HEREIN SET FORTH AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE TITLE AND TITLE THEREON INDICATED. THE UNDERSIGNED HEREBY DESIGNATES FOR PUBLIC USE THE LAND SHOWN ON THIS PLAT FOR THROUGHFARES STREET ALLEYS, EASEMENTS, DRAINAGE AND PUBLIC SERVICES, AND HEREBY ALSO RECEIVES AND GRANTS TO THE VILLAGE OF CAROL STREAM, AND TO THE UTILITY COMPANIES OPERATING NOW OR IN THE FUTURE UNDER A FRANCHISE FROM THE VILLAGE, THE UTILITY EASEMENTS WHICH ARE SHOWN ON THE PLAT OR STATED ON THEIR STANDARD FORM WHICH IS ATTACHED HERETO.

ME, THE UNDERSIGNED, AS OWNER OF THE AFORESAID PROPERTY, CERTIFY THAT TO THE BEST OF OUR KNOWLEDGE THE PROPERTY IS LOCATED WITHIN THE BOUNDARIES OF COMMUNITY UNIT SCHOOL DISTRICT 200 AND COLLEGE OF DUPAGE DISTRICT 502 IN DUPAGE COUNTY.

DATED THIS _____ DAY OF _____ A.D. 2016.

BY: _____

ITS: _____

ATTEST: _____

NOTARY CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE }
I, _____, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____ (PRINT NAME), _____ (TITLE), OF SAID LIMITED LIABILITY COMPANY, WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH APPEARED BEFORE ME THIS DAY IN PERSON AND JOINTLY AND SEVERALLY ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID LIMITED LIABILITY COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____ A.D. 2016.

NOTARY PUBLIC SIGNATURE _____ (PRINT NAME)

CERTIFICATE OF COUNTY ENGINEER

STATE OF ILLINOIS }
COUNTY OF DU PAGE }
THIS PLAT HAS BEEN APPROVED BY THE DUPAGE COUNTY DIVISION OF TRANSPORTATION WITH RESPECT TO "ROADWAY ACCESS TO COUNTY HIGHWAY" SURPRIANT TO PLS 8-03 200/2, HOWEVER, A HIGHWAY PERMIT FOR ACCESS IS REQUIRED OF THE OWNER OF THE PROPERTY PRIOR TO CONSTRUCTION WITHIN THE COUNTY'S RIGHT-OF-WAY.

DATED THIS _____ DAY OF _____ A.D. 2016

COUNTY ENGINEER _____

PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DU PAGE }
APPROVED THIS _____ DAY OF _____ A.D. 2016
VILLAGE OF CAROL STREAM PLAN COMMISSION

BY: _____

CHAIRPERSON

OWNER'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DU PAGE }
THIS IS TO CERTIFY THAT I, DAN S. BOYD III, LLC, A LIMITED LIABILITY COMPANY IS THE OWNER OF A ONE EIGHTH INTEREST IN THE LAND DESCRIBED IN THE ANNEXED PLAT, AND HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS INDICATED HEREIN FOR THE USES AND PURPOSES HEREIN SET FORTH AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE TITLE AND TITLE THEREON INDICATED. THE UNDERSIGNED HEREBY DESIGNATES FOR PUBLIC USE THE LAND SHOWN ON THIS PLAT FOR THROUGHFARES STREET ALLEYS, EASEMENTS, DRAINAGE AND PUBLIC SERVICES, AND HEREBY ALSO RECEIVES AND GRANTS TO THE VILLAGE OF CAROL STREAM, AND TO THE UTILITY COMPANIES OPERATING NOW OR IN THE FUTURE UNDER A FRANCHISE FROM THE VILLAGE, THE UTILITY EASEMENTS WHICH ARE SHOWN ON THE PLAT OR STATED ON THEIR STANDARD FORM WHICH IS ATTACHED HERETO.

ME, THE UNDERSIGNED, AS OWNER OF THE AFORESAID PROPERTY, CERTIFY THAT TO THE BEST OF OUR KNOWLEDGE THE PROPERTY IS LOCATED WITHIN THE BOUNDARIES OF COMMUNITY UNIT SCHOOL DISTRICT 200 AND COLLEGE OF DUPAGE DISTRICT 502 IN DUPAGE COUNTY.

DATED THIS _____ DAY OF _____ A.D. 2016.

BY: _____

ITS: _____

ATTEST: _____

NOTARY CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DU PAGE }
I, _____, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____ (PRINT NAME), _____ (TITLE), OF SAID LIMITED LIABILITY COMPANY, WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH APPEARED BEFORE ME THIS DAY IN PERSON AND JOINTLY AND SEVERALLY ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID LIMITED LIABILITY COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____ A.D. 2016.

NOTARY PUBLIC SIGNATURE _____ (PRINT NAME)

DUPAGE COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DU PAGE }
I, _____, COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT TAXES, NO UNPAID FORFEITED TAXES, AND NO RECEIVABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT.

I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATEMENTS FILED IN CONNECTION WITH THE ANNEXED PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK AT WILMINGTON, ILLINOIS. DATED THIS _____ DAY OF _____ A.D. 2016

COUNTY CLERK _____

SURVEYOR'S AUTHORIZATION TO RECORD

I HEREBY DESIGNATE THE VILLAGE OF CAROL STREAM, AND/OR REPRESENTATIVES THEREOF, TO RECORD THIS PLAT. A TRUE COPY OF WHICH HAS BEEN RETAINED BY ME TO ASSURE NO CHANGES HAVE BEEN MADE TO SAID PLAT.

DATED THIS _____ DAY OF _____ 2016, AT AURORA, ILLINOIS.

BY: _____

DAVID P. FILIPSKI
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 1332
LICENSE EXPIRES 11/30/2016

OWNER'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DU PAGE }
THIS IS TO CERTIFY THAT I, NORFOLK PADS ON, LLC, A LIMITED LIABILITY COMPANY IS THE OWNER OF A ONE EIGHTH INTEREST IN THE LAND DESCRIBED IN THE ANNEXED PLAT, AND HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS INDICATED HEREIN FOR THE USES AND PURPOSES HEREIN SET FORTH AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE TITLE AND TITLE THEREON INDICATED. THE UNDERSIGNED HEREBY DESIGNATES FOR PUBLIC USE THE LAND SHOWN ON THIS PLAT FOR THROUGHFARES STREET ALLEYS, EASEMENTS, DRAINAGE AND PUBLIC SERVICES, AND HEREBY ALSO RECEIVES AND GRANTS TO THE VILLAGE OF CAROL STREAM, AND TO THE UTILITY COMPANIES OPERATING NOW OR IN THE FUTURE UNDER A FRANCHISE FROM THE VILLAGE, THE UTILITY EASEMENTS WHICH ARE SHOWN ON THE PLAT OR STATED ON THEIR STANDARD FORM WHICH IS ATTACHED HERETO.

ME, THE UNDERSIGNED, AS OWNER OF THE AFORESAID PROPERTY, CERTIFY THAT TO THE BEST OF OUR KNOWLEDGE THE PROPERTY IS LOCATED WITHIN THE BOUNDARIES OF COMMUNITY UNIT SCHOOL DISTRICT 200 AND COLLEGE OF DUPAGE DISTRICT 502 IN DUPAGE COUNTY.

DATED THIS _____ DAY OF _____ A.D. 2016.

BY: _____

ITS: _____

ATTEST: _____

NOTARY CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE }
I, _____, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____ (PRINT NAME), _____ (TITLE), OF SAID LIMITED LIABILITY COMPANY, WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH APPEARED BEFORE ME THIS DAY IN PERSON AND JOINTLY AND SEVERALLY ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID LIMITED LIABILITY COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____ A.D. 2016.

NOTARY PUBLIC SIGNATURE _____ (PRINT NAME)

CERTIFICATION CONCERNING DRAINAGE

STATE OF ILLINOIS }
COUNTY OF DU PAGE }
THE UNDERSIGNED, TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF, OR THAT SUCH SURFACE WATER DRAINAGE WILL NOT BE CAUSED WITHOUT ADEQUATE PROVISION BEING MADE FOR THE COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL NOT BE DEPOSITED ON THE PROPERTY OF ADJOINING LAND OWNERS IN SUCH CONCENTRATIONS AS MAY CAUSE DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION. THE UNDERSIGNED OWNER OR PARTY AUTHORIZED AGENT FURTHER ACKNOWLEDGES THE EXISTENCE OF THE ORDINANCES OF THE VILLAGE OF CAROL STREAM AND RESTRICTS THE FUTURE USE OF THE LAND HEREIN SUBDIVIDED IN THAT NO BUILDING PERMITS SHALL BE SOUGHT BY THE UNDERSIGNED OWNER OR AGENT OR THEIR SUCCESSORS OR INTEREST OR ISSUED BY THE VILLAGE FOR CONSTRUCTION OF SUCH LAND UNITS, AND UNLESS THE CONSTRUCTION AND THE CHANGES IN THE LAND BROUGHT ABOUT BY SUCH CONSTRUCTION AND TOPOGRAPHICAL CHANGE COMPLY WITH THE ORDINANCES OF THE VILLAGE RELATING TO SURFACE WATERS, DRAINAGE, WATER RETENTION AND DETENTION, INCLUDING THOSE ORDINANCES ASSUMING THE CONTRIBUTION OF SUCH IMPROVEMENTS THROUGH THE POSTING OF SECURITY.

DATED THIS _____ DAY OF _____ A.D. 2016

REGISTERED PROFESSIONAL ENGINEER

OWNER OR ATTORNEY

FINANCE DIRECTOR CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DU PAGE }
I, _____, FINANCE DIRECTOR OF CAROL STREAM, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN APPORTIONED AGAINST THE TRACT OF LAND INCLUDED IN THIS PLAT DATED AT CAROL STREAM, DUPAGE COUNTY, ILLINOIS, THIS _____ DAY OF _____ A.D. 2016.

FINANCE DIRECTOR

VILLAGE CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DU PAGE }
I, _____, VILLAGE CLERK OF CAROL STREAM, ILLINOIS, HEREBY CERTIFY THAT THE SUBDIVISION PLAT WAS PRESENTED TO AND BY RESOLUTION OF THE BOARD OF TOWNSELMEN AND APPROVED BY THE BOARD OF TOWNSELMEN OF THE VILLAGE AT ITS MEETING HELD ON _____ 2016.

IN WITNESS WHEREOF I HAVE HERETOFORE SET MY HAND AND SEAL OF THE VILLAGE OF CAROL STREAM, ILLINOIS, THIS _____ DAY OF _____ A.D. 2016.

MAYOR _____

VILLAGE CLERK _____

WHEATON SANITARY DISTRICT CERTIFICATION

STATE OF ILLINOIS }
COUNTY OF DU PAGE }
I, _____, COLLECTOR OF THE WHEATON SANITARY DISTRICT, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE NOT BEEN APPORTIONED AGAINST THE TRACT OF LAND INCLUDED IN THIS PLAT.

DATED THIS _____ DAY OF _____ A.D. 2016

WHEATON SANITARY DISTRICT

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF KANE }
I, DAVID P. FILIPSKI, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 1332, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING PROPERTY:
LOT 1 IN GENEVA CROSSING, BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED AS DOCUMENT 897-5961, (EXCEPT FROM SAID LOT 1 THAT PORTION FALLING WITHIN THE GENEVA CROSSING ASSESSMENT PLAT RECORDED AS DOCUMENT 897-149507) IN DUPAGE COUNTY, ILLINOIS; ALSO LOT 3 IN GENEVA CROSSING ASSESSMENT PLAT, RECORDED SEPTEMBER 28, 1997 AS DOCUMENT 897-149507, BEING A RESUBDIVISION OF PART OF LOT 1 IN GENEVA CROSSING, BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED AS DOCUMENT 897-5961, IN DUPAGE COUNTY, ILLINOIS.

AS SHOWN BY THE ANNEXED PLAT WHICH IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF. ALL REGULATIONS ENACTED BY THE VILLAGE OF CAROL STREAM RELATIVE TO PLATS AND SUBDIVISIONS HAVE BEEN COMPLIED WITH IN THE PREPARATION OF THIS PLAT. THIS SUBDIVISION IS WITHIN THE VILLAGE OF CAROL STREAM WHICH HAS ADOPTED AN OFFICIAL COMPREHENSIVE PLAN AND IS ENFORCEING THE SPECIAL POWERS AUTHORIZED BY THE STATE OF ILLINOIS ACCORDING TO 65 ILCS 5/11-12-4 AS HERETOFORE AND HEREAFTER AMENDED, AND THIS SITE FALLS WITHIN THIS SITE FALLS WITHIN "OTHER AREAS ZONING" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS DEFINED BY THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 170202 0502 H, MAP NUMBER 1704300302H HAVING AN EFFECTIVE DATE OF DECEMBER 16, 2004.

GIVEN UNDER MY HAND AND SEAL AT AURORA, ILLINOIS THIS _____ DAY OF _____ 2016.

COMPASS SURVEYING LTD.
PROFESSIONAL DESIGN FIRM
LAND SURVEYOR CORPORATION NO. 184-002778
LICENSE EXPIRES 4/30/2017

DAVID P. FILIPSKI
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 1332
LICENSE EXPIRES 11/30/2016

SECTION 4	SECTION 5	SECTION 6	SECTION 7	SECTION 8	SECTION 9	SECTION 10	SECTION 11	SECTION 12	SECTION 13	SECTION 14	SECTION 15	SECTION 16	SECTION 17	SECTION 18	SECTION 19	SECTION 20	SECTION 21	SECTION 22	SECTION 23	SECTION 24	SECTION 25	SECTION 26	SECTION 27	SECTION 28	SECTION 29	SECTION 30	SECTION 31	SECTION 32	SECTION 33	SECTION 34	SECTION 35	SECTION 36	SECTION 37	SECTION 38	SECTION 39	SECTION 40
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GENEVA CROSSING RESUBDIVISION
CONSULTING ENGINEER
CONSULTING ENGINEER

DAVID P. FILIPSKI
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 1332
LICENSE EXPIRES 11/30/2016

COMPASS SURVEYING LTD.
PROFESSIONAL DESIGN FIRM
LAND SURVEYOR CORPORATION NO. 184-002778
LICENSE EXPIRES 4/30/2017

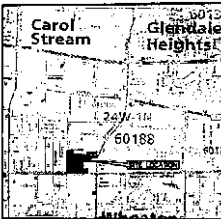
DAVID P. FILIPSKI
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 1332
LICENSE EXPIRES 11/30/2016

TABARY GROUP, INC.
LAND SURVEYOR CORPORATION NO. 184-002778
LICENSE EXPIRES 4/30/2017

SCALE: N/A

2 OF 2

D:\PROJECTS\2015\GENEVA CROSSING\GENEVA CROSSING PLAT OF SAID V.S. DGM-01-16-RESUB.DWG DATE: 11/23/2016 15:02:36

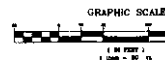


FINAL P.U.D. PLANS - P.U.D. PHASE 1 RESUBDIVISION OF LOT 1 IN GENEVA CROSSING AND LOT 3 IN GENEVA CROSSING ASSESSMENT PLAT

BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPage COUNTY, ILLINOIS.

LEGAL DESCRIPTION

THESE PLANS SHOW THE RESUBDIVISION OF LOT 1 IN GENEVA CROSSING AND LOT 3 IN GENEVA CROSSING ASSESSMENT PLAT, BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPage COUNTY, ILLINOIS, AS SHOWN ON THE SAID ASSESSMENT PLAT, RECORD NO. 15-0286-01, FILED IN THE OFFICE OF THE CLERK OF THE COUNTY OF DUPage, ILLINOIS, ON 03/27/2015.



- SCHEDULE B EXCEPTIONS**
1. THE PROPOSED DEVELOPMENT SHALL BE CONFORMANT WITH THE ZONING REGULATIONS OF THE ZONING DISTRICT IN WHICH IT IS LOCATED.
 2. THE PROPOSED DEVELOPMENT SHALL BE CONFORMANT WITH THE SUBDIVISION MAP ACT AND ALL APPLICABLE ORDINANCES.
 3. THE PROPOSED DEVELOPMENT SHALL BE CONFORMANT WITH THE SUBDIVISION MAP ACT AND ALL APPLICABLE ORDINANCES.
 4. THE PROPOSED DEVELOPMENT SHALL BE CONFORMANT WITH THE SUBDIVISION MAP ACT AND ALL APPLICABLE ORDINANCES.
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 13. THE PROPOSED DEVELOPMENT SHALL BE CONFORMANT WITH THE SUBDIVISION MAP ACT AND ALL APPLICABLE ORDINANCES.
 14. THE PROPOSED DEVELOPMENT SHALL BE CONFORMANT WITH THE SUBDIVISION MAP ACT AND ALL APPLICABLE ORDINANCES.
 15. THE PROPOSED DEVELOPMENT SHALL BE CONFORMANT WITH THE SUBDIVISION MAP ACT AND ALL APPLICABLE ORDINANCES.
 16. THE PROPOSED DEVELOPMENT SHALL BE CONFORMANT WITH THE SUBDIVISION MAP ACT AND ALL APPLICABLE ORDINANCES.
 17. THE PROPOSED DEVELOPMENT SHALL BE CONFORMANT WITH THE SUBDIVISION MAP ACT AND ALL APPLICABLE ORDINANCES.
 18. THE PROPOSED DEVELOPMENT SHALL BE CONFORMANT WITH THE SUBDIVISION MAP ACT AND ALL APPLICABLE ORDINANCES.
 19. THE PROPOSED DEVELOPMENT SHALL BE CONFORMANT WITH THE SUBDIVISION MAP ACT AND ALL APPLICABLE ORDINANCES.
 20. THE PROPOSED DEVELOPMENT SHALL BE CONFORMANT WITH THE SUBDIVISION MAP ACT AND ALL APPLICABLE ORDINANCES.

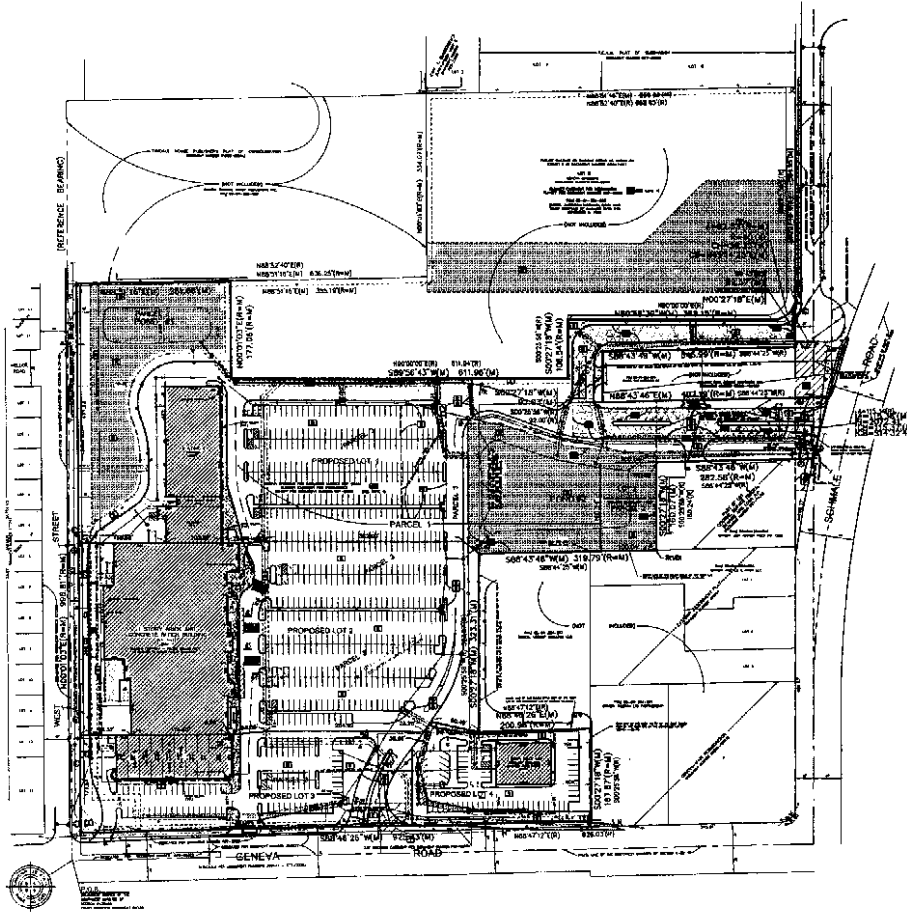
- LEGEND**
- 1. EXISTING LOT
 - 2. PROPOSED LOT
 - 3. EXISTING DRIVEWAY
 - 4. PROPOSED DRIVEWAY
 - 5. EXISTING SIDEWALK
 - 6. PROPOSED SIDEWALK
 - 7. EXISTING CURB
 - 8. PROPOSED CURB
 - 9. EXISTING STREET
 - 10. PROPOSED STREET
 - 11. EXISTING LOT LINE
 - 12. PROPOSED LOT LINE
 - 13. EXISTING DRIVEWAY
 - 14. PROPOSED DRIVEWAY
 - 15. EXISTING SIDEWALK
 - 16. PROPOSED SIDEWALK
 - 17. EXISTING CURB
 - 18. PROPOSED CURB
 - 19. EXISTING STREET
 - 20. PROPOSED STREET
 - 21. EXISTING LOT LINE
 - 22. PROPOSED LOT LINE
- ZONING DATA**
- GENEVA CROSSING P.U.D. PHASE 1
ZONING DISTRICT: R-10
ZONING REGULATIONS: 15-0286-01
- WARRANTY LEGEND**
1. EXISTING LOT

PARCEL'S NOTE

1. EXISTING LOT

ABBREVIATIONS

1. EXISTING LOT



PARKING SPACE TABLE		
LOT NO.	TOTAL EXISTING	REQUIRED BY ZONING
1	276	112
2	511	260
3	89	41
4	33	30
TOTAL	751	493

AREA SUMMARY	
LOT 1	12,474 SQUARE FEET OR 0.284 ACRES
LOT 2	28,747 SQUARE FEET OR 0.658 ACRES
LOT 3	10,110 SQUARE FEET OR 0.232 ACRES
LOT 4	3,465 SQUARE FEET OR 0.079 ACRES
TOTAL	54,796 SQUARE FEET OR 1.253 ACRES

- ZONING DATA**
- GENEVA CROSSING P.U.D. PHASE 1
ZONING DISTRICT: R-10
ZONING REGULATIONS: 15-0286-01
- PARKING DATA**
1. EXISTING LOT
- PARCEL'S NOTE**
1. EXISTING LOT
- NOTE**
1. EXISTING LOT



15-0286-01

GENEVA CROSSING P.U.D. PHASE 1
ZONING DISTRICT: R-10
ZONING REGULATIONS: 15-0286-01

GENEVA CROSSING P.U.D. PHASE 1
ZONING DISTRICT: R-10
ZONING REGULATIONS: 15-0286-01

GENEVA CROSSING P.U.D. PHASE 1
ZONING DISTRICT: R-10
ZONING REGULATIONS: 15-0286-01

EXHIBIT B

SCALE: 1" = 100'
10F1
15-0286-01

DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS
(Geneva Crossing Resubdivision)

THIS DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS ("Declaration" and "Agreement") is entered into as of the _____ day of March, 2016, T Geneva Crossing IL, LLC, a Texas limited liability company, T Dan S Box 1031 IL, LLC, a Texas limited liability company, and T Northgate Pads OH, LLC, a Texas limited liability company (collectively hereafter called "Declarants").

PREMISES

A. Declarants are the owners of the four (4) parcels of land in DuPage County, Illinois, delineated on Exhibit "A" (the "Lots"), and legally described in Exhibit "B" (the "Legal Description"), in undivided interests.

B. The Lots are collectively called the "Entire Property". The portion of the Entire Property owned by a Party (as hereafter defined) is hereinafter called "Parcel" or "Parcels".

C. The Declarants desire to subject the Entire Property to the covenants, conditions and restrictions set forth herein, to establish the rights and easements described herein, and to provide for the construction, maintenance, operation and repair of certain improvements benefiting the Entire Property, or portions thereof.

NOW, THEREFORE, in consideration of the premises, the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Grant of Easements.

(a) Road Improvements, Parking and Access Easement. (i) The Declarants, as the Owners of the Entire Property, hereby declare that Lot 1, Lot 2, Lot 3, and Lot 4, (hereafter individually called a "Lot" and collectively called the "Lots"), all of which are as shown on Exhibit "A", and all Owners and Permittees (as hereafter defined) of the Lots from time to time shall be benefited by a nonexclusive perpetual easement appurtenant to and for the benefit of each Lot, which easement is hereby granted and reserved, over and across the paved driveways, roadways, and parking areas located from time to time on the Entire Property for access, ingress and egress and parking, in order to permit ingress, egress and parking and for vehicular and pedestrian traffic between the Lots and to and from adjacent Parcels and adjacent rights of way. Such easement shall not be construed to constitute a public dedication of any portion of the Entire Property. Each Party shall require its employees to park on the Parcel owned by that Party.

(b) Storm Water Discharge Easement and Detention Pond Easement. The Declarants, as Owners of the Entire Property, hereby declares that the Lots and all

Owners and Permittees of the Lots shall be benefited by a nonexclusive perpetual easement appurtenant and for the benefit of the Lots, which easements are hereby granted and reserved over and across the storm sewer lines located on the Entire Property and into the detention ponds located on Lot 1, within the area indicated as Pond #1 and Pond #2 ("Detention Ponds") and designated as Stormwater Conveyance and Stormwater Management Easements on Exhibit "A" ("Stormwater Management Areas"), for the purpose of permitting the discharge of naturally occurring storm water and surface water run-off from the Entire Property into the storm lines and into the Detention Ponds and detaining and retaining the water in the Detention Ponds. Each Party, at its sole cost and expense, shall maintain and repair (or cause to be maintained and repaired) the storm sewer lines located on the Parcel owned by that Party.

(c) Utility Easement. The Declarants, as Owners of the Entire Property, hereby declares that the Lots and all Owners and Permittees of the Lots shall be benefited by a perpetual non-exclusive easement appurtenant to and for the benefit of the Lots which easement is hereby granted and reserved to transmit through, use and maintain any utility lines, including, but not limited to, water supply lines, sanitary sewer, lift station, storm sewer, and electric, gas, telephone and cable lines being constructed within the areas indicated as Utility Easement on Exhibit "A" attached hereto. All such systems, structures, mains, sewers, conduits, lines and other public utilities shall be installed and maintained below the ground level or surface of the Entire Property (except for such parts thereof that cannot and are not intended to be placed below the surface, such as lift station, transformers and control panels). Each Party, at its sole cost and expense, shall maintain and repair (or cause to be maintained and repaired) the utility lines located on the Parcel owned by that Party.

2. General Construction and Development:

(a) (i) "Building" shall mean the permanently enclosed structure(s) which has(have) been, will be, or may be constructed on a Parcel, but shall not include Common Area Improvements (as hereunder defined). For purposes of this Declaration, "Building" shall include any appurtenant canopies, supports, decks, patios, loading docks, truck ramps and other outward extensions.

"Common Area" shall mean all real property owned by the Parties within the Entire Property, designed and used for parking or for the common use and enjoyment of the Owners and their respective Permittees, including, without limitation, access and egress drives, service drives, sidewalks and shall consist of all improved portions of the Entire Property upon which no Building is from time to time constructed. Common Area does not include drive up or drive through areas and facilities, loading docks, patio areas, or outdoor seating areas exclusively serving a particular Building. Outdoor seating, in conjunction with a restaurant, is expressly permitted, provided the outdoor seating area cannot be located within those parking areas shown on Exhibit "C".

(ii) "Common Area Improvements" shall mean all improvements constructed from time to time within the Common Area and intended for common use which may include, without limitation, parking areas, access and egress drives, service drives, lighting standards, sidewalks, landscaping, fountains, fixtures, and entryway features. The Common Area Improvements for the Entire Property (including but not limited to light standards, traffic controls, signs and landscaping) shall be architecturally harmonious (including, without limitation, harmonious colors, materials and design).

(b) (i) Except as provided herein, the Common Area Improvements (including, but not limited to, the parking and driveway areas) shall be as depicted on Exhibit "C".

(ii) No Owner or occupant can reduce the number of parking spaces located on its Parcel from the number of parking spaces located on its Parcel shown on Exhibit "C". Subject to the previous sentence, the Owner or occupant may reconfigure the location of the parking spaces located on its Parcel, with the written consent of the Village of Carol Stream

(iii) No Owner or occupant may make any change to the (i) driveways indicated as Permanent Driveways on Exhibit "C" ("Permanent Driveways") or (ii) to the Detention Ponds shown on Exhibit "A", without the written consent of the Village of Carol Stream and all other Owners.

3. Reservations of Rights. Each Party reserves the right to use the driveways and parking areas located on its Parcel, for any purposes which are not inconsistent with the use of the easements granted in, and any restrictions contained in, this Declaration, including, but not limited to, for landscaping, signage, underground utility lines, driveways, curbing, curb cuts and related improvements. Additionally, each Party reserves the right to temporarily close off or temporarily reroute the driveways and parking areas and utility lines in whole or part located on its Parcel, for such period or periods of time as may be necessary in connection with (i) any necessary repairs to the driveways, parking areas and utility lines and/or (ii) the construction, installation, maintenance or repair of improvements to the respective Party's Parcel and/or (iii) redevelopment of the respective Party's Parcel. In the event a Party determines it to be necessary to temporarily re-route or close in whole or part the driveways, parking areas or utility lines located on its Parcel, the Party shall give the other Parties ten (10) days prior written notice of such event and submit for the other Parties' approval a plan for such re-routing or closure (except in the case of an emergency, in which case notice and the plan shall be delivered as soon as reasonably possible), which approval shall not be unreasonably withheld, delayed or conditioned (the utility service can not in any manner be disturbed, or diminished, nor can any change or relocation in any manner reduce the capacity, usefulness or function of the utility service and the rerouted driveways must always provide direct access from each Parcel to and from the public right of way). The re-routing Party shall complete any such activities, at its sole cost and expense, in a prompt manner, in accordance with plans and specifications approved by the governmental authority having jurisdiction, in a good workmanlike manner, free and clear of liens and shall provide alternate access and utilities between the

Parcel and the Entire Property during such closure, so as to minimize any interference with the operation of each Party's Parcel.

4. Construction Requirements and Standards. The Entire Property shall be subject to the following requirements and standards:

(a) Once commenced all construction shall be diligently prosecuted to completion in accordance with the terms of this Declaration;

(b) All construction shall be performed in a good and workmanlike manner using first class materials, free and clear of liens, and in accordance with all applicable laws, ordinances, rules and regulations;

(c) All construction shall be performed so as not to unreasonably interfere with any construction on the remainder of the Entire Property, or unreasonably impair the use, occupancy, business operations or enjoyment of the remainder of the Entire Property. Any staging area for construction on a Parcel shall only be located on the Parcel owned by the Party that performs the construction. No party can install any construction fencing on the Parcel owned by another Party. Construction vehicles can only use the construction drives designated from time to time by the Declarants;

(d) Each Party shall at all times take any and all safety measures reasonably required to protect the owners of the balance of the Entire Property, their employees, invitees and contractors, from injury or damage caused by or resulting from the performance of such Party's construction, shall indemnify, hold harmless and defend the other Parties, from and against all claims, demands, suits, costs, expenses and liabilities rising from or in respect to the death, accidental injury, loss or damage caused to any person or to the property of any person as shall occur by virtue of such Party's construction, and defend, indemnify and hold the other Parties harmless from and against mechanics, materialmen's and/or laborers liens, and all costs, expenses and liabilities in connection with or arising from such owner's construction;

(e) Each Party performing construction shall repair any and all damage which may be caused by or result from such work performed by or for that Party;

(f) Each Party performing construction shall restore all affected portions of any Parcel to a condition equal to or better than the condition existing prior to beginning such work;

(g) Each Party performing construction shall indemnify and hold harmless all other Owners in the Entire Property against any mechanics liens for such work, performed by or on behalf of such Party; and

(h) Each Party performing construction shall not unreasonably interfere with the business operations on any other Parcel and shall not block or impede ingress or egress between the Parcels and ingress and egress to and from public streets. The

Party performing such work shall limit all construction work and staging areas to its own Parcel (unless it obtains the prior written consent of an affected Owner) and not encroach on any improved Common Area on any other Parcel and shall not utilize improved parking areas of any other Parcel. In connection with work performed within the footprints of the Buildings of the constructing Owner (its tenant or subtenant), incidental encroachment upon the Common Area of the Party performing such work may occur in the use of ladders, scaffolding, store-front barricades and similar facilities resulting in temporary obstruction of portions of such Common Area, if such encroachment is kept within reasonable requirements of such work expeditiously pursued. For construction purposes, the Common Areas may be utilized: (a) for ingress and egress of vehicles transporting constructing materials and equipment and persons employed in connection with such work (but each Owner (tenant or subtenant) performing work shall, to the extent reasonably possible shall limit such access to its own Parcel and (b) temporary storage and parking on the constructing Owner's Parcel of materials and vehicles in connection with such work.

5. Maintenance and Operation.

(a) Entrance Drives and Entrance Features. The Operator (as hereafter defined) shall maintain, repair, replace, light, clean, promptly remove snow and ice, operate, insure and keep available the driveways, sidewalks, curbcuts, parking areas, landscaping installed in conjunction with the parking and driveways and signage related to the parking and driveways, located within the Common Area, including but not limited to the Permanent Driveway and the entranceway features (indicated as Entrance Features on Exhibit "C"), and keep the same in a good and safe condition adequate for their intended uses, in compliance with all applicable laws, ordinances, regulations and requirements. The minimum standard of maintenance for the Common Area will be the standard of maintenance in other first class hotel/retail developments of comparable size within the Chicago metropolitan area, performed in a good and workmanlike manner using first class materials and in accordance with all applicable laws, ordinances, rules and regulations.

All Common Area costs and expenses incurred by the Operator in satisfying such operation, maintenance, repair, replacement, insuring, lighting and snow and ice removal obligations shall be shared and paid for by each Parcel and the Parties that are Owners thereof as follows. The pro rata share ("Common Area Pro Rata Share") of each Parcel and the Parties that are Owners thereof shall be a fraction, the numerator of which is the square foot area of the particular Parcel and the denominator of which is the square foot area of all of the Parcels and shall be as follows:

Lot	Lot Size	Common Area Pro Rata Share
Lot 1:	421,876 sq. ft.	50.6%
Lot 2	250,457 sq. ft.	30.1%
Lot 3:	105,122 sq. ft.	12.6%
Lot 4:	55,481 sq. ft.	6.7%

The Operator shall submit itemized invoices to the Parties not more often than on a monthly basis for each Party's Common Area Pro Rata Share of the maintenance, repair, replacement, insuring, lighting, snow and ice removal and maintenance and operation costs incurred by the Operator pursuant to this Section 5(a), which will include an administrative fee in an amount equal to fifteen percent (15%) of such costs (excluding insurance), which invoices shall be paid within thirty (30) days after receipt. Any Party may, within one (1) year of receipt of the invoice, by written notice to the Operator, elect to review, at that Party's expense, invoices and other documentation of costs and expenses incurred for the maintenance, repair, replacement, insuring, lighting, snow and ice removal and operation of the Common Area. Any Party shall have ninety (90) days from the date of its notice to the Operator within which to review such invoices and documentation and either (i) drop any objection to the invoiced amount, or (ii) document to the Operator any discrepancies found between the invoiced amount and that Party's representation as to the correct amount due, which representation the Operator shall have thirty (30) days from receipt within which to contest such representation. If and to the extent the Party and Operator agree that the Party was invoiced and paid for work not subject to reimbursement under this Declaration or was assessed a percentage greater than that provided for under this Declaration, then the Operator shall promptly pay (or credit the Party an amount equal to such overpayment with respect to the Party's next monthly payment) to the Party the adjusted invoice amount agreed upon by the Party and Operator. In the event the amount of such overcharge exceeds the correct charge amount by three percent (3%) or more, then the Operator shall reimburse the Party for the reasonable and actual audit costs incurred by the Party in reviewing invoices and documentation of the contested invoice. Notwithstanding the foregoing, each Party shall remain obligated to pay the amount when due under the invoices, subject to the right to review and object after the payment has been paid.

Each Party's Common Area Pro Rata Share for each calendar year shall be estimated annually (the "Annual Estimate") by the Operator, and such estimate shall be provided to each Party no later than November 1st of the preceding year. The amounts billed to each Party, pursuant to Section 5(a) hereof, in a particular calendar year, shall be based upon such Party's Common Area Pro Rata Share of the Annual Estimate for such calendar year. As soon as reasonably feasible after the end of each calendar year, the Operator shall prepare and deliver to each Party a statement showing the Party's actual Common Area Pro Rata Share. Within thirty (30) days after its receipt of the aforementioned statement, each Party shall pay to the Operator, or the Operator shall credit against the next Common Area Pro Rata Share, payment or payments due from such Party, as the case may be, the difference between the Party's actual Common Area Pro Rata Share for the preceding calendar year and the Party's proportionate share of the Annual Estimate during such year.

- (b) (i) The Operator shall operate, maintain, repair, replace, insure and pay the taxes with respect to the Detention Ponds. All costs and expenses incurred

by the Operator in operating, maintaining, insuring, repairing and replacing the Detention Ponds, which will include an administration fee of 15% of such costs (excluding taxes and insurance) ("Detention Pond Expenses") shall be prorated between each Parcel on the same pro rata basis as the Common Area Pro Rata Share.

(ii) The Operator shall submit itemized invoices to the other Parties not more often than on a quarterly basis for each Party's prorated portion of the cost of operating, maintaining, repairing, replacing, and insurance with respect to the Detention Pond, which invoices shall be paid within thirty (30) days after receipt. Any Party may, within one (1) year of receipt of the invoice, by written notice to the Operator, elect to review, at that Party's expense, invoices and other documentation of costs and expenses incurred for replacement and operation. Any Party shall have ninety (90) days from the date of its notice to the Operator within which to review such invoices and documentation and either (i) drop any objection to the invoiced amount, or (ii) document to the Operator any discrepancies found between the invoiced amount and that Party's representation as to the correct amount due, which representation the Operator shall have thirty (30) days from receipt within which to contest such representation. If and to the extent the Parties agree that the Party was invoiced and paid for work not subject to reimbursement under this Declaration or was assessed a percentage greater than that provided for under this Declaration, then the Operator shall promptly pay (or credit the Party an amount equal to such overpayment with respect to the Party's next monthly payment) to the Party the adjusted invoice amount agreed upon by the Parties. In the event the amount of such overcharge exceeds the correct charge amount by three percent (3%) or more, then the Operator shall reimburse the Party for the reasonable and actual audit costs incurred by the Party in reviewing invoices and documentation of the contested invoice. Notwithstanding the foregoing, each Party shall remain obligated to timely pay the amount when due under the invoices, subject to the right to review and object after the payment has been paid.

Each Party's pro rata share with respect to the Detention Pond Expenses for each calendar year shall be estimated annually (the "Annual Estimate") by the Operator, and such estimate shall be provided to each Party no later than November 1st of the preceding year. The amounts billed to each Party (and Adjacent Owner), pursuant to Section 5(b)(ii) hereof, in a particular calendar year shall be based upon such Party's pro rata share of the Annual Estimate for such calendar year. As soon as reasonably feasible after the end of each calendar year, the Operator shall prepare and deliver to each Party a statement showing the Party's actual proportionate share of the Detention Pond Expenses. Within thirty (30) days after its receipt of the aforementioned statement, each Party shall pay to the Operator, or the Operator shall credit against the next Detention Pond payment or payments due from such Party, as the case may be, the difference between the Party's actual proportionate

share of the Detention Pond Expenses for the preceding calendar year and the Party's proportionate share of the Annual Estimate during such year.

6. Intentionally left blank.

7. Remedies.

(a) General. Any remedies of any Party specifically provided for in this Declaration shall not constitute the sole remedies of such Party, but, in addition, each Party shall be entitled to exercise any and all other remedies available at law or in equity, including the right to seek to restrain by injunction any violation or threatened violation by any other Party of any of the terms, covenants or conditions of this Declaration and by decree to compel performance of any such terms, covenants and conditions.

(b) If the Owner of a Parcel ("Non Performing Party") shall fail to perform, satisfy or comply with any of the provisions, restrictions, covenants and conditions imposed upon the Parcel, or the Owner thereof by this Declaration, then any other Party (including any tenant whose leased premises contains in excess of 10,000 square feet) ("Curing Party") shall have the right, upon thirty (30) days prior written notice to the Non Performing Party (unless within such thirty (30) day period the Non Performing Party shall take such action as is reasonably calculated to commence the curing of said default, and thereafter shall diligently prosecute the curing thereof to completion) to proceed to make such payment or take such action as shall be necessary to cure such default, all in the name of and for the account of the Non Performing Party. In such case, the Non Performing Party shall, upon demand, reimburse the Curing Party for all costs and expenses, including reasonable attorney's fees, incurred by the Curing Party.

(c) Upon the failure of a Party and/or the Operator ("Non Maintaining Party") to maintain (or cause to be maintained) that portion of the Parcel to be maintained by the Non Maintaining Party in accordance with the provisions contained in Section 5 hereof, any other Party who owns title to a portion of the Entire Property (and any tenant whose leased premises contains in excess of 10,000 square feet) shall have the right, after giving the Non Maintaining Party no less than thirty (30) days prior written notice thereof and an opportunity to cure within such thirty (30) day period (unless with respect to any such default the nature of which cannot reasonably be cured within such thirty (30) day period, the Non Maintaining Party commences such cure within such thirty (30) day period and thereafter diligently prosecutes such cure to completion), to enter onto the area which is not being maintained, and perform the maintenance as necessary. All costs incurred by the other Party that performs the work on behalf of the Non Maintaining Party (the "Performing Party") (including reasonable attorneys fees and court costs) in connection with such work and interest ("Default Interest") accrued on such costs from the date of completion through the date of payment at the prime rate charged from time to time listed in the Wall Street Journal (or its successors) plus two percent (2%) (not to exceed the

maximum rate of interest allowed by law) shall be reimbursed to the Performing Party by the Non Maintaining Party within fifteen (15) days of written request therefor. Upon failure of the Non Maintaining Party to reimburse the Performing Party in a timely manner pursuant to the foregoing, the Performing Party shall have the right to record a lien at the office of the DuPage County Recorder of Deeds against title of that portion of the Entire Property owned by the Non Maintaining Party.

8. Delinquent Payments. Any amount owed by an Owner of any portion of the Entire Property, their successors or assigns (the "Delinquent Party"), to another Party pursuant to this Declaration which is not paid when due, and remains unpaid thirty (30) days after written notice thereof from the invoicing party to the Delinquent Party (the "Delinquent Payment") (i) shall bear interest at the Default Interest rate calculated on the basis of actual days elapsed in a year containing 360 days, from the expiration of such thirty (30) day cure period until the Delinquent Payment and any accrued interest has been paid in full, and (ii) shall, together with any accrued interest, constitute a lien against that portion of the Entire Property owned by the Delinquent Party (the "Delinquent Payment Lien"). The invoicing party may secure and collect any Delinquent Payment, and any accrued interest thereon, by any action or remedy available at law or in equity, and, in addition, may impose and foreclose a Delinquent Payment Lien in the manner by which a mechanics' lien is imposed and foreclosed under Illinois law. The Delinquent Party shall be liable to the invoicing party for all costs and expenses incurred by the invoicing party in connection with (i) securing and collecting the Delinquent Payment and any accrued interest thereon, (ii) imposing and foreclosing the Delinquent Payment Lien, and (iii) exercising or obtaining any other remedy hereunder with respect to the delinquency (including without limitation, reasonable attorney's fees and court costs).

9. Destruction of Buildings By Fire or Other Casualty.

(a) If any of the Buildings located on the Entire Property are damaged or destroyed by fire or other cause, either (i) the Owner of the Parcel on which the damaged or destroyed Building is situated or (ii) the owner of such Building (if, pursuant to a ground lease, such Building is under separate ownership than the Parcel upon which it is situated) shall either (A) remove the damaged Building (or that portion thereof that such Owner has elected not to repair, restore or rebuild) and clean and landscape and/or pave the Parcel, or (B) cause the Building so damaged or destroyed to be repaired, restored, replaced or rebuilt. If such Owner elects to repair, restore, replace or rebuild under clause (B) above, then Owner shall complete such work and have the Building ready for occupancy as soon as reasonably possible, but in no event longer than twenty-four (24) months (except for any building over 5 stories which shall take no longer than 36 months) after such loss or casualty, subject to delays caused by the inability to obtain permits or other force majeure delays. Repair or reconstruction work, once commenced, shall be carried through continuously to completion, subject to delays due to force majeure. If such Owner elects to remove the damaged Building under clause (A) above, then Owner shall complete such work and have the Building, or portion thereof, removed and the remaining property cleaned and landscaped or paved as soon as reasonably possible, but in no event longer than six (6) months after such

loss or casualty, subject to delays caused by the inability to obtain permits or other force majeure delays.

(b) In the event any Building on any Parcel shall be destroyed and the Owner or occupant elects to rebuild the Building, in the event the rebuilt Building has exterior elevations and materials that are not in substantial compliance with the exterior elevations and materials of the Building that was destroyed, the Owners shall have the right to approve the elevations and materials that are not in substantial compliance with the pre-existing exterior elevations and materials, such approval not to be unreasonably withheld or delayed.

10. Insurance Coverages.

(a) Liability Insurance. Each owner of any Parcel constituting a portion of the Entire Property shall, at all times, at its sole cost and expense, maintain, or cause to be maintained, Commercial General Liability Insurance, which includes premises/operations, contractual liability, personal/advertising injury, broad-form property damage, independent contractors, underground explosion and collapse, and products/completed operations coverages, against claims for personal injury or death and property damage occasioned by an incident occurring upon, in or about that Parcel constituting a portion of the Entire Property owned by such Party. Such insurance in each case shall have a minimum limit of not less than \$2,000,000 per occurrence, which limits may be obtained through a combination of primary and umbrella or Excess Policies. Such insurance carried by each Owner shall (a) name as additional insureds thereunder all other Owners of the Entire Property, or any portion thereof, and their respective agents, employees, shareholders, officers, directors and members, (b) provide that it is non-cancelable without at least thirty (30) days prior written notice to the additional insureds, and (c) be written as an "occurrence" policy and not as a "claims made" policy. The insurance shall be issued by an insurer having an A.M. Best rating of not less than "A-". Each Owner of any Parcel constituting a part of the Entire Property shall furnish the additional insureds with certificates evidencing such insurance.

(b) Insurance Requirements for Contractors and Subcontractors. Prior to commencing any construction, repair or replacement of any improvements on the Entire Property, the constructing Owner shall procure and maintain, or cause its contractor(s) and subcontractor(s) to procure and maintain or cause to be maintained, in full force and effect, at all times during the course of their work in, on or about the Entire Property, the following insurance coverages:

(i) Workers' Compensation insurance as required by the Illinois Workers' Compensation Act.

(ii) Commercial General Liability insurance, written on an ISO Form published no earlier than 1998, including coverages for premises/operations (to be maintained no less than two (2) years following completion of the work), underground explosion, collapse hazard,

completed operations, contractual liability and "broad form" property damage, in the amounts of One Million and 00/100 Dollars (\$1,000,000.00) per person and per occurrence for incidents of bodily injury, death and/or property damage.

(iii) Commercial Automobile Liability insurance, including coverages for owned, non-owned and hired vehicles, in the amount of One Million and 00/100 Dollars (\$1,000,000.00) per occurrence.

Each Party and their respective agents, employees, shareholders, affiliates, directors and members shall be named as an additional insured with each policy of insurance.

11. Indemnities. Each Owner of any Parcel comprising a portion of the Entire Property shall defend, indemnify and save harmless each other Owner, their respective parent, subsidiary and affiliated companies, and their respective directors, officers, shareholders, partners, managers, members, agents, employees, tenants, licensees and contractors, from and against any damage, cost, expense, liability or claim thereof provided that such damage, cost, expense, liability or claim is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction or tangible damage to, property arising out of any negligent or wrongful act or omission to act by the indemnifying Owner, its agents, employees, tenants, licensees or contractors.

12. Amendment. The provisions of this Declaration may be modified or amended, in whole or in part, only with the consent of all of the Owners of the Parcels, or their successors and assigns, as the fee owners of a Parcel, by declaration in writing, executed and acknowledged by all said parties, duly recorded in DuPage County, Illinois. It is expressly understood and agreed that no modification or amendment, in whole or in part, shall require any consent or approval on the part of any occupant, permittee, licensee or tenant of the Entire Property, other than a fee owner and its first mortgagee, if any, pursuant to a recorded mortgage. Notwithstanding the above, (a) with respect to any tenant whose leased premises contains in excess of 10,000 square feet, the consent of that tenant will be required to amend this Declaration if such amendment directly affects the Lot where the leased premises is located and (2) the consent of the Village of Carol Stream shall be required to amend any provision of this Declaration that effects the easements granted herein and/or those provisions relating to the operation maintenance and repair of the Detention Pond.

13. No Third Party Beneficiary. Except as otherwise specified herein, the provisions of this Declaration are for the exclusive benefit of the fee owners of the Entire Property, their successors and assigns, and not for the benefit of any third person or entity, nor shall this Declaration be deemed to have conferred any rights, express or implied, upon any third person or entity.

14. Notice. Any notice, request, demand, approval or consent given or required to be given under this Declaration shall be in writing and sent by personal delivery, by certified

mail or by national overnight courier service which provides written confirmation of delivery, and shall be deemed to have been given upon receipt or upon rejection and mailed to the party to be notified at the addresses set forth below, or at the last changed address given by such party as herein provided:

If to the Parties:

T Geneva Crossing IL, LLC
16600 Dallas Parkway, Suite 300
Dallas, Tx 75248
Attn: Zeshan Tabani
Tel: 972-417-5835

T Dan S Box 1031 IL, LLC
16600 Dallas Parkway, Suite 300
Dallas, Tx 75248
Attn: Zeshan Tabani
Tel: 972-417-5835

T Northgate Pads OH, LLC
16600 Dallas Parkway, Suite 300
Dallas, Tx 75248
Attn: Zeshan Tabani
Tel: 972-417-5835

with a copy to:

ZMA Legal
500 Lake Cook Road, Suite 350
Deerfield, Illinois 60015
Attn: Zaki Anarwala
Tel: (312) 929-8334

Any Party may, at any time, change its notice address and/or add additional owners for purposes of delivery of notices by mailing, as provided above, at least ten (10) days before the effective date of such change, a notice stating the change and setting forth the new address. If any such notice requires any action or response by the recipient or involves any consent or approval solicited from the recipient, such fact shall be clearly stated in such notice.

15. Captions. The captions of the sections and sub-sections of this Declaration are for convenience only and shall not be considered nor referred to in resolving questions of interpretation and construction.

16. Governing Laws. This Declaration shall be construed in accordance with the laws of the State of Illinois and any applicable federal laws and regulations. Venue shall be in the Circuit Court of the County of DuPage.

17. No Partnership. Neither anything in this Declaration contained nor any acts of the Parties hereto shall be deemed or construed by the Parties hereto, or any of them, or by

any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of association between any of the parties to this Declaration.

18. Not a Public Dedication. Except as otherwise specified herein, nothing herein contained shall be deemed to be a gift or dedication of any portion of the Entire Property to the general public or for the general public or for any public purpose whatsoever.

19. Severability. If any term, provision or condition contained in this Declaration shall, to any extent, be invalid or unenforceable, the remainder of this Declaration (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision and condition of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

20. Waiver of Default. No waiver of any default by any party to this Declaration shall be implied from any omission by any other Party to take any action in respect of such default if such default continues or is repeated. No express waiver of any default shall affect any default or cover any period of time other than the default and period of time specified in such express waiver. One or more waivers of any default in the performance of any term, provision or covenant contained in this Declaration shall not be deemed to be a waiver of any subsequent default in the performance of the same term, provision or covenant or any other term, provision or covenant contained in this Declaration. The consent or approval by any Party to or of any act or request by any other Party requiring consent or approval shall not be deemed to waive or render unnecessary the consent to or approval of any subsequent similar acts or requests. The rights and remedies given to any Party to this Declaration shall be deemed to be cumulative and no one of such rights and remedies shall be exclusive of any of the others, or of any other right or remedy at law or in equity which any such Party might otherwise have by virtue of a default under this Declaration, and the exercise of one such right or remedy by any such Party shall not impair such Party's standing to exercise any other right or remedy.

21. Exhibits. All exhibits referred to herein and attached hereto shall be deemed part of this Declaration.

22. Counterparts. This Declaration may be executed in counterparts, each of which shall be deemed an original.

(a) Party. "Party" shall mean each signatory hereto and, after compliance with the notice requirements set forth below, their respective successors and assigns who become owners of fee simple title to any portion of the Entire Property. Each Party shall be liable for the performance of all covenants, obligations and undertakings herein set forth with respect to the portion of the Entire Property so owned by it which accrue during the period of such ownership. Such liability shall continue with respect to any portion transferred until the notice of transfer set forth below is given, at which time the transferring Party's liability as set forth in this Agreement for such covenants, obligations and undertakings accruing after the date of the transfer with respect to the portion so conveyed shall terminate. The

transferee Party shall automatically become liable for all such obligations arising after compliance with the notice requirement. A Party transferring all or any portion of its interest in the Entire Property shall give prompt notice to all other Parties of such transfer and shall include therein at least the following information:

- (i) the name and address of the new Party; and
- (ii) a copy of the legal description of the portion of the Entire Property conveyed.

(b) Operator.

(i) The term "Operator" shall, subject to the provisions of this Section 23(b), mean the Owner from time to time of Lot 2. The Owner of Lot 2 shall have the right to resign from its role as Operator, effective upon sixty (60) days written notice to the Owners of Lot 1, Lot 3, and Lot 4. Upon the effective date of such resignation, the Owner of Lot 1 shall become the Operator.

(ii) In the event the Operator is the Owner of Lot 2, and the Operator shall materially fail to comply with its obligations under Section 5(a) or 5(b), and such failure continues for ninety (90) days ("90 Day Cure Period") after the Operator's receipt of written notice of non compliance from the Owner of Lot 1, Lot 3, and Lot 4, then effective upon an additional thirty (30) days written notice delivered as above provided to the Operator (which written notice must be delivered after the 90 Day Cure Period) then the Owner of Lot 1 shall become the Operator.

(c) Owner. The term "Owner" or "Owners" shall mean the Declarant and any and all successors or assigns of Declarants as the owner or owners of the fee simple title to all or any portion of the Entire Property, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property;

(d) Permittees: The term "Permittees" shall mean the tenant(s) or occupant(s) of a Parcel, and the respective employees, agents, contractors, customers, invitees and licensees of (i) the Owner of such Parcel, and/or (ii) such tenant(s) or occupant(s).

24. Limited Liability of Parties. Except as specifically provided below, there shall be absolutely no corporate or personal liability of persons, firms, corporations, limited liability companies or entities who constitute a Party hereto, including, but not limited to, officers, directors, managers, employees or agents of a Party hereto with respect to any of the terms, covenants, conditions, and provisions of this Agreement. In the event of default by a Non Performing Party hereunder (as defined in Section 6 hereof) the Party who seeks recovery from a Non Performing Party hereto shall look solely to the interest

of such Non Performing Party, and Non Maintaining Party, their successors and assigns, in the Entire Property for the satisfaction of each and every remedy; provided, however, that the foregoing shall not in any way impair, limit or prejudice the other rights of any Party.

25. Attorneys' Fees. In the event a Party (including any ground leasees) institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing Party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

26. Binding Effect. The terms of this Declaration and all easements granted hereunder and the rights and interests granted and the covenants, agreements, obligations and liabilities contained in this Declaration shall constitute covenants running with the land and shall inure to the benefit of and be binding upon the signatories hereto and their respective successors and assigns who become Parties hereunder. If any Parcel is hereafter divided into two (2) or more separate Parcels, then all of the resulting Parcels shall enjoy and be subject to the benefits and burdens of the easements granted or reserved hereunder and the rights and interests granted and the covenants, agreements, obligations and liabilities contained in this Declaration.

27. Estoppel Certificates. Each Party, within fifteen (15) days of its receipt of a written request from a Party(s), shall from time to time provide the requesting Party a certificate binding upon such Party stating: (a) to the best of such Party's knowledge, whether any Party to this Declaration is in default or violation of this Declaration and if so identifying such default or violation; and (b) identifying any amendments to the Declaration as of the date of such certificate.

28. Force Majeure. For purposes of this Agreement, force majeure delays shall be delays caused by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, adverse weather conditions, riots, insurrection, or other non-economic reasons beyond the reasonable control of the Party.

29. Taxes. The Owner of each Parcel within the Entire Property shall pay or cause to be paid, prior to delinquency, directly to the appropriate taxing authorities all real property taxes and assessments which are levied against such Owner's Parcel. In the event an Owner fails to pay when due all taxes and assessments described herein, which failure continues for a period of thirty (30) days after written notice thereof, such failure shall constitute a breach under this Agreement and any other Owner (the "Curing Party") may, in addition to such Owners' other remedies, thereafter pay such taxes if such taxes are delinquent and the owning Owner has not commenced and is not duly prosecuting any contest of such taxes. The Curing Party shall then invoice the defaulting Owner for the expenses incurred. The defaulting Owner shall have thirty (30) business days after receipt of the invoice to pay the Curing Party. If the defaulting Owner does not so pay, the Curing Party shall have a lien on the Parcel of the defaulting Owner for the amount of the invoice, which amount shall bear interest at the Default Rate from the date of expiration of said thirty (30) business day period until paid.

30. Right of Village to Enforce. It is expressly understood, agreed and provided that the Village of Carol Stream shall have the right to enforce any provisions, covenants or obligations of the Owners as defined and provided herein. Should any Owner fail to abide by the provisions of this Declaration, the Village shall have the right, after thirty (30) days notice to such Owner, the Village of Carol Stream may enforce the terms and conditions of this Declaration by suit at law or equity and all costs, charges and expenses thereof, including attorneys fees shall be paid by such Owner and shall thereupon become a lien against the Parcel of such Owner which may be foreclosed in the manner provided by law.

IN WITNESS WHEREOF, the parties hereto have executed this Declaration as of the date above first written.

DECLARANTS

T Geneva Crossing IL, LLC

By: _____
Name: _____
Its: Manager

T Dan S Box 1031 IL, LLC

By: _____
Name: _____
Its: Manager

T Northgate Pads OH, LLC

By: _____
Name: _____
Its: Manager

CONSENT OF LENDER

In consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration in hand paid, and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, _____, a _____ ("Lender"), as the holder of the Promissory Note and first lien Mortgage on the land (or a portion of the land) covered by the attached Agreement, hereby consents to, approves of and agrees to be bound by all of the terms, covenants, warranties, representations and conditions of the attached Agreement.

IN WITNESS WHEREOF, the undersigned Lender has executed this Consent this ____ day of _____, 2016.

LENDER:

Date: _____

By: _____

Name: _____

Its: _____

ATTEST:

By: _____

Its: _____

NOTARIAL ACKNOWLEDGMENT

STATE OF ILLINOIS:

: SS

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2005,
by _____, the Manager of _____,

LLC Manager of _____,
_____, on behalf of said company.

Notary Public

Affix seal and commission expiration date.

NOTARIAL ACKNOWLEDGMENT

STATE OF ILLINOIS:

COUNTY OF _____ : SS

The foregoing instrument was acknowledged before me this _____ day of _____, 2016,
by _____, the Manager of _____, LLC on behalf of said company.

Affix seal and commission expiration date.

Notary Public

EXHIBIT A

Plat of Subdivision (Lots)

EXHIBIT B

Legal Description

EXHIBIT C

(Site Plan)

Entire Property
Permanent Driveways — (can't be modified)
Entrance Drive
Entrance Features
Parking

Village of Carol Stream
Interdepartmental Memo

DATE: March 23, 2016
TO: Joseph E. Breinig, Village Manager
FROM: Christopher Oakley, Assistant to the Village Manager *CMD*
RE: Amplification Permit Request

Attached is an umbrella amplification permit application requesting Village Board approval to amplify prerecorded and live music outdoors at the Ferraro Town Center as part of the 2016 Summer in the Center activities that includes the 5-day summer carnival and the 10-date summer concert series.

Amplification Permit:

Section 15-5-1 of the Village Code of Ordinances (Sound Amplifiers) requires any party wanting to play amplified music able to be heard over a public street or public property to first obtain a permit from the Village. To this end, an amplification permit application is attached requesting Village Board approval to host the 5-day Summer Carnival in addition to the upcoming 10-date Summer Concert Series during which prerecorded and/or live music will be played outdoors at the Ferraro Town Center. As part of this permit request, the Village requests a waiver of the \$25 application fee.

Please include the Village's amplification permit application for the 15-date summer event season on the upcoming April 4th agenda for consideration by the Village Board.

Thank you.

Attachment



Carol Stream

Village of Carol Stream

Sound Amplification Permit Application

Please thoroughly read the attached local Sound Amplification Ordinance that details the permit procedures and guidelines for use of a sound amplification device.

Applicant Name: VILLAGE OF CAROL STREAM

Applicant Address: 500 N. GARY AVE.
CAROL STREAM 60188

Daytime Phone #: (630) 871-6250 Applicant E-mail: COAKLEY@CAROLSTREAM.ORG

Organization Name: SAME AS APPLICANT

Organization Address: SAME AS APPLICANT

Daytime Phone #: SAME Organization E-mail: SAME

Address Where Sound Amplifier Device Will Be Used:

Please provide copy of permit location if Park District property

ROSS FERRARO TOWN CENTER
110 E. LIES RD. CAROL STREAM 60188

Purpose of Event for Sound Amplifier Permit Request:

2016 SUMMER CONCERT SERIES + SUMMER CARNIVAL

Date(s) and Time(s) for Use of Sound Amplifier Permit:

CONCERTS: JUNE 9, 16, 23, 30; JULY 4, 14, 21, 28; AUG. 4, 11


CARNIVAL: SEPT. 1, 2, 3, 4, 5

PERMIT FEE: \$25.00 per day used at a fixed location or in a moving vehicle. Please return completed permit application and fee payment(s) to:

Village Manager's Office
Village of Carol Stream
500 N. Gary Avenue
Carol Stream, IL 60188
(630) 871-6250

If non for profit organization, please submit fee waiver request on organization letterhead indicating event, date and time. Fee waiver request and application will be presented to the Village Board. If approved, fee will be waived. Please allow up to 30 days for Board approval.

Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: Ann Delort, Administration Secretary 
DATE: March 21, 2016
RE: Carol Stream Rotary Club's Chili Open
Raffle License Application – Fee Waiver

The Carol Stream Rotary Club is holding their annual Chili Open and requests approval to conduct a raffle drawing at their banquet on Friday, May 13, 2016 to be held at the Bartlett Hills Golf Club. Raffle tickets will be sold from March 21, 2016 – May 13, 2016 for \$5.00 per ticket or 3 for \$10.00. The Rotary Club has also submitted the attached letter respectively requesting a waiver of the license fee.

Please place this request on the agenda for Monday, April 4, 2016 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

McNees & Associates, LLC

March 17, 2016

Mayor Frank Saverino
and Board of Trustees
Village of Carol Stream
500 North Gary Avenue
Carol Stream, IL 60188

RE: Carol Stream Rotary Club
Chili Open Raffle
May 13, 2016

Dear Mayor Saverino and Trustees;

Enclosed please find the Raffle License Application for the Chili Open Raffle to be held May 13, 2016. As in past years, we would appreciate it if the Village would waive its license fees in connection with the raffle.

I do not recall if we provided the Village with the results of last year's Chili Open Raffle. As you may be aware, the raffle is but one element of our fund raising efforts in the Chili Open. Last year we raised \$1,105.00 in gross raffle ticket sales. We gave out \$850.00 to raffle winners. Attached is the Reporting Form for last year's account.

Using the total Chili Open proceeds, we set aside \$5,000.00 to donate to: 1) the Ronald McDonald House; and 2) DuPage Sensory Garden Playground for Special Needs and Able-Bodied Children. We also used the total proceeds to help support local charitable causes, such as Carol Stream Christmas sharing, and collegiate scholarships.

This year, the funds raised will be donated to Rotary charitable causes and to Carol Stream Veterans Memorial Park and Kids Against Hunger – Fox Valley.

Our renewal bond has been filed with the Village.

Thank you for your anticipated cooperation and assistance in this matter.

Very truly yours,


McNees & Associates, LLC

By: 
Robert A. McNees

RAM/sld
Enclosure

Robert A. McNees
Lisa K. Murphy
Attorneys at Law
195 Hiawatha Drive
Carol Stream, IL 60188
Phone (630) 665-8811
Fax (630) 665-5260
Info@McNeesAssociates.com

Village of Carol Stream
Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager
FROM: Ann Delort, Secretary 
DATE: March 24, 2016
RE: Raffle License Application
Carl Sandburg Elementary School

The Carl Sandburg Elementary School PTA is having a Trivia Night fundraiser on Saturday, April 9 2016 from 6:00 pm – 10:00 pm at the American Legion Post 76 in Carol Stream. The raffle will benefit educational programs and services for the students of Carl Sandburg Elementary School. Raffle tickets will be sold for \$1.00 each.

They have requested a waiver of both the license fee and Manager's Fidelity Bond as indicated in the attached letter request. The raffle license application and required documentation is on file in the Village Clerk's office for your review.

Please place this item on the agenda for review and approval by the Village Board of Trustees during the Monday, April 4, 2016 Board meeting.

Thank you.

Attachment

Sandburg Elementary School

1345 Jewell Road • Wheaton, Illinois 60187
Phone: (630) 682-2105 Fax: (630) 682-2350

March 17, 2016

To whom it may concern:

As one of the members of the Sandburg Elementary School Trivia Night/ Silent Auction Committee, I am seeking a raffle license and waiver of fee through the City of Carol Stream. Trivia Night will be held on Saturday, April 9, 2016 and is one of our largest fundraiser of the year. The event, at the American Legion Hall Post 76 in Carol Stream, will draw Sandburg families from Wheaton, Winfield and Carol Stream.

This event helps support the educational programs and services for the students of Sandburg Elementary School through the Sandburg PTA such as technology for classrooms, field trips to enhance classroom learning and family reading nights.

Thank you so much and please feel free to contact me directly or through the school with any questions.

Sincerely,

Patricia Boone
Trivia Night Committee
630-809-4319
Boone353@att.net

Sandburg Elementary School PTA
1345 Jewell Road
Wheaton, IL 60187
630-682-2105
Federal Tax ID# 36-3603340

PTA[®]
everychild.onevoice.[®]

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on April 4, 2016**

AGENDA ITEM
L-1 4-4-16

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
A T & T					
PD MOBILE DATA LINE 3/16- 4/15	440.41	01652800-52230	TELEPHONE	630257651903 3/16/16	
	<u>440.41</u>				
ADS LLOC					
FULL WATER LEAK DETECTION SERVICES	16,800.00	04201600-52244	MAINTENANCE & REPAIR	31834.31-0316CS	
	<u>16,800.00</u>				
ARBITRAGE COMPLIANCE SPECIALISTS					
ARBITRAGE CALCULATIONS	4,375.00	21500000-56339	MISCELLANEOUS	G4922	
	<u>4,375.00</u>				
ARCHIVESOCIAL, INC					
SOCIAL SITE ARCHIVING SOLUTION	2,388.00	01652800-52255	SOFTWARE MAINTENANCE	1981	
	<u>2,388.00</u>				
AUTO TRUCK GROUP					
COMPLETE INTERIOR REINSTALL UNIT #685	490.00	01662700-53350	SMALL EQUIPMENT EXPENSE	1363470	
COMPLETE INTERIOR REINSTALL UNIT #685	5,865.00	01662700-52244	MAINTENANCE & REPAIR	1363470	
	<u>6,355.00</u>				
BASIC IRRIGATION SERVICES INC					
INSTALL CAPACITORS-2 AERATOR CONTRL BOXES	5,840.00	01670600-52244	MAINTENANCE & REPAIR	21469	
	<u>5,840.00</u>				
BRIAN COOPER					
TUITION REIMBURSEMENT 2/3 THRU 3/9 2016	1,452.00	01662300-52223	TRAINING	GLOBAL LEADERSHIP	
	<u>1,452.00</u>				
CITY COMMUNICATIONS INC					
FIRE ALARM RESET PWKS	570.00	01670400-52244	MAINTENANCE & REPAIR	32293	
	<u>570.00</u>				

**Village of Carol Stream
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COMCAST CABLE					
CABLE TV SRV FRM 3/26- 4/25	4.23	01652800-52234	DUES & SUBSCRIPTIONS	0113254 3/19/16	
INTERNET SRV'S APRIL/2016	104.90	01652800-52234	DUES & SUBSCRIPTIONS	0010112 3/20/16	
	<u>109.13</u>				

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COMED					
100 DELLA CT SERV MAR/16	20.54	01670300-53213	STREET LIGHT ELECTRICITY	1083101009 3/11/16	
1015 LIES TW#4 FEB/16	68.45	04201600-53210	ELECTRICITY	2514004009 3/18/16	
1025 LIES CONTROLLER FEB/16	293.03	01670300-53213	STREET LIGHT ELECTRICITY	6213120002 3/21/16	
106 GOLDENHILL MAR/16	29.96	01670600-53210	ELECTRICITY	2127117053 3/24/16	
1128 EVERGREEN DR FEB/16	70.98	04101500-53210	ELECTRICITY	0291093117 03/22/16	
1345 GEORGETOWN MAR/16	24.12	01670300-53213	STREET LIGHT ELECTRICITY	1603109101 03/23/16	
1348 CHRGR CT FEB/16	435.71	04101500-53210	ELECTRICITY	2496057000 3/18/16	
1350 TALL OAKS SRV FRM 2/19- 3/21	46.19	04101500-53210	ELECTRICITY	2073133107 03/21/16	
1415 MAPLE RIDGE FEB/16	29.96	01670600-53210	ELECTRICITY	5838596003 03/22/16	
301 ANTELOPE MAR/16	73.29	01670300-53213	STREET LIGHT ELECTRICITY	0801065136 3/21/16	
333 FULLERTON WELL#3 FEB/16	955.92	04201600-53210	ELECTRICITY	0300009027 03/21/16	
391 FLINT TRL MAR/16	58.99	01670300-53213	STREET LIGHT ELECTRICITY	2207156029 03/21/16	
391 ILLILNI PUMP STN MAR/16	126.24	01670600-53210	ELECTRICITY	4430145023 3/21/16	
403 SIOUX LN MAR/16	24.59	01670300-53213	STREET LIGHT ELECTRICITY	1353117013 03/22/16	
451 SILVERLEAF FEB/16	46.62	01670300-53213	STREET LIGHT ELECTRICITY	0030086009 03/21/16	
491 CHEYENNE MAR/16	24.32	01670300-53213	STREET LIGHT ELECTRICITY	6597112015 03/22/16	
500 N GARY CONTROLLER MAR/16	109.14	01670300-53213	STREET LIGHT ELECTRICITY	6675448009 3/21/16	
506 CHEROKEE FEB/16	52.67	01670300-53213	STREET LIGHT ELECTRICITY	3153036011 3/21/16	
512 CANYON TRL MAR/2016	21.94	01670300-53213	STREET LIGHT ELECTRICITY	1043062112 3/22/16	
594 NEZ PERCE MAR/16	69.48	01670300-53213	STREET LIGHT ELECTRICITY	0975048036 3/22/16	
850 LONGMEADOW FEB/16	19.56	01670600-53210	ELECTRICITY	1865134015 03/21/16	
867 SHENANDOAH MAR/16	19.56	01670600-53210	ELECTRICITY	4483019016 3/21/16	
879 DORCHESTER FEB/16	19.56	01670600-53210	ELECTRICITY	0803155026 03/21/16	
880 PAPOOSE MAR/16	131.65	01670300-53213	STREET LIGHT ELECTRICITY	0822115042 03/22/16	
990 DEARBORN MAR/16	66.69	01670300-53213	STREET LIGHT ELECTRICITY	3480136046 03/21/16	
MASTER ACCT MAR/16	921.75	01670300-53213	STREET LIGHT ELECTRICITY	5853045025 3/23/16	
RED LIGHT CAMERA KUHN RD MAR/16	37.81	01662300-52298	ATLE SERVICE FEE	4202129060 3/21/16	
THORNHILL (COMM PK) MAR/16	143.54	01670600-53210	ELECTRICITY	6337409002 3/18/16	
	3,942.26				

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CONSTELLATION NEW ENERGY					
124 GERZEVSKE 02/18 - 03/17	2,412.51	04201600-53210	ELECTRICITY	00315137480001	
200 TUBEWAY SRV 2/10-3/9	197.47	04101500-53210	ELECTRICITY	00313227520001	
300 KUHN RD WS PAS 2/19-3/20	2,649.32	04201600-53210	ELECTRICITY	00315392860001	
	<u>5,259.30</u>				
DUPAGE COUNTY DIVISION OF TRANSPORTATION					
COUNTY PERMIT 411 S SCHMALE RD	100.00	04201600-52234	DUES & SUBSCRIPTIONS	AP160271	
	<u>100.00</u>				
DUPAGE WATER COMMISSION					
WATER PURCH- FEB/2016	445,836.25	04201600-52283	DUPAGE CTY WATER COMMISSION	1217	
	<u>445,836.25</u>				
ENGINEERING RESOURCE ASSOCIATES INC					
CULVERT INSP'S THRU FEB/2016	2,100.00	01622200-52253	CONSULTANT	160103.01	
	<u>2,100.00</u>				
ENVIROBROKER LLC					
CLEAN SOIL SAMPLING	1,425.00	04201600-52265	HAULING	12375	
	<u>1,425.00</u>				
FONTANA LEADERSHIP DEVELOPMENT INC					
LEADERSHIP DEVELOPMENT	525.00	01600000-52223	TRAINING	892	
LEADERSHIP DEVELOPMENT	975.00	01520000-52222	MEETINGS	892	
	<u>1,500.00</u>				
GOVTEMPSUSA LLC					
OFFICE MGR W/E 03/06	1,419.20	01590000-52253	CONSULTANT	1929671	
OFFICE MGR W/E 03/13	1,419.20	01590000-52253	CONSULTANT	1929672	
	<u>2,838.40</u>				

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HAYES MECHANICAL					
REPLACEMENT OF OFFICE ROOFTOP UNIT	7,785.00	01670400-52244	MAINTENANCE & REPAIR	364685	
SERVICE CALL -WATER GARAGE	252.00	01670400-52244	MAINTENANCE & REPAIR	364601	
	<u>8,037.00</u>				
ILLINOIS CITY COUNTY MANAGEMENT ASSN					
AD FOR PWKS EMPLY VACANCY	50.00	01600000-52228	PERSONNEL HIRING	426	
	<u>50.00</u>				
JOHN L FIOTI					
LOCAL PROSECUTION MAR/16	225.00	01570000-52238	LEGAL FEES	C S 88	
LOCAL PROSECUTION MAR/16	225.00	01662300-52310	ATLE LEGAL ADJUDICATION	C S 88	
	<u>450.00</u>				
KAMMES AUTO & TRUCK REPAIR INC					
TRUCK #83 REPAIRS	6,366.31	01696200-53353	OUTSOURCING SERVICES	119273	
	<u>6,366.31</u>				
KLEIN, THORPE & JENKINS, LTD					
LEGAL SERVICES FEB/2016	61.50	11740000-52238	LEGAL FEES	181705 3/25/16	
LEGAL SERVICES FEB/2016	705.50	04100100-52238	LEGAL FEES	181705 3/25/16	
LEGAL SERVICES FEB/2016	1,148.00	01510000-52238	LEGAL FEES	181705 3/25/16	
LEGAL SERVICES FEB/2016	1,443.50	04200100-52238	LEGAL FEES	181705 3/25/16	
LEGAL SERVICES FEB/2016	1,526.44	21500000-52238	LEGAL FEES	181705 3/25/16	
LEGAL SERVICES FEB/2016	10,456.74	01570000-52238	LEGAL FEES	181705 3/25/16	
	<u>15,341.68</u>				
KNOWBE4, INC					
SECURITY SOFTWARE- PHISHING & AWARENESS	2,531.25	01652800-52255	SOFTWARE MAINTENANCE	05910	
	<u>2,531.25</u>				

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METROPOLITAN INDUSTRIES INC					
SANITARY LIFT STATION PUMP REBUILD	416.00	04101500-52244	MAINTENANCE & REPAIR	307705	
SANITARY LIFT STATION PUMP REBUILD	1,161.48	04101500-52244	MAINTENANCE & REPAIR	308434	
SPARE PUMPS LIFT STATIONS	13,080.00	04101500-52244	MAINTENANCE & REPAIR	308107	20160032
SPARE PUMPS LIFT STATIONS	16,280.00	04101500-52244	MAINTENANCE & REPAIR	308108	20160032
	30,937.48				
PETTY CASH					
REIMBURSEMENTS THRU MARCH 2016 INVESTIC	749.56	01-10307	PETTY CASH	MAR INVEST. REIMB	
	749.56				
R & M PRINTING					
CODE PROFESSIONAL SHIRTS	187.09	01642100-53324	UNIFORMS	4381	
	187.09				
RAY O'HERRON CO					
AMMUNITION	3,003.00	01662700-53321	AMMUNITION	1612933-IN	
	3,003.00				
REFUNDS MISC					
DOUBLE PAYMENT CHECK & CC	300.00	01000000-45420	FALSE ALARMS - FINES	REFUND FA13995	
PD TICKET 233230 TWICE ONLINE	20.00	01000000-45402	ORDINANCE FORFEITS	TK 233230	
REFUND FOR STATE TICKET ONLINE	120.00	01000000-45402	ORDINANCE FORFEITS	STATE TKT REFND	
	440.00				

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REFUNDS W&S FINALS					
	5.11	04-12110	ACCOUNT RECEIV WATER & SEWER	0187	
	7.99	04-12110	ACCOUNT RECEIV WATER & SEWER	9242 FINAL	
	9.06	04-12110	ACCOUNT RECEIV WATER & SEWER	3016 FINAL	
	14.78	04-12110	ACCOUNT RECEIV WATER & SEWER	6728	
	22.26	04-12110	ACCOUNT RECEIV WATER & SEWER	0445	
	26.10	04-12110	ACCOUNT RECEIV WATER & SEWER	0666	
	38.94	04-12110	ACCOUNT RECEIV WATER & SEWER	19903	
	59.29	04-12110	ACCOUNT RECEIV WATER & SEWER	15048	
	60.68	04-12110	ACCOUNT RECEIV WATER & SEWER	14610	
	96.43	04-12110	ACCOUNT RECEIV WATER & SEWER	14415	
	1,639.04	04-12110	ACCOUNT RECEIV WATER & SEWER	20451	
PYMNT S/B ADDISON PYMNT	98.38	04-12110	ACCOUNT RECEIV WATER & SEWER	16651	
	2,078.06				
STEPHEN A LASER ASSOCIATES P C					
ADM OF POLICE OFFCR WRITTEN EXAMS	17,325.00	01510000-52228	PERSONNEL HIRING	2004166	
	17,325.00				
TIF 3 NORTH AND SCHMALE RD					
TIF3 SALES TAX TRANSFER	-32,010.70	22000000-49340	SALES TAX CONTRIB - RDA#1	SALES TX TRNSFER	
TIF3 SALES TAX TRANSFER	32,010.70	01720000-58340	SALES TAX TFR - RDA#1	SALES TX TRNSFER	
TIF3 SALES TAX TRANSFER	32,010.70	22-11105	CASH - TRUST	SALES TX TRNSFER	
	32,010.70				
TRANSYSTEMS CORPORATION					
KUHN RD BIKE EXT-PH I ENGR CON	927.02	11740000-55486	ROADWAY CAPITAL IMPROVEMEN	02-2947028	20160031
PH I LIES RD BIKE TRL EXT	1,385.92	11740000-55486	ROADWAY CAPITAL IMPROVEMEN	02-2947032	20160030
	2,312.94				

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VERIZON WIRELESS					
SERV FRM FEB 14 - MAR 13	18.95	01643700-52230	TELEPHONE	9762139227	
SERV FRM FEB 14 - MAR 13	18.95	01662500-52230	TELEPHONE	9762139227	
SERV FRM FEB 14 - MAR 13	37.90	01642100-52230	TELEPHONE	9762139227	
SERV FRM FEB 14 - MAR 13	60.78	01610100-52230	TELEPHONE	9762139227	
SERV FRM FEB 14 - MAR 13	60.78	01690100-52230	TELEPHONE	9762139227	
SERV FRM FEB 14 - MAR 13	79.73	01680000-52230	TELEPHONE	9762139227	
SERV FRM FEB 14 - MAR 13	98.79	01600000-52230	TELEPHONE	9762139227	
SERV FRM FEB 14 - MAR 13	117.63	04101500-52230	TELEPHONE	9762139227	
SERV FRM FEB 14 - MAR 13	121.02	04201600-52230	TELEPHONE	9762139227	
SERV FRM FEB 14 - MAR 13	123.79	01662300-52230	TELEPHONE	9762139227	
SERV FRM FEB 14 - MAR 13	136.80	04200100-52230	TELEPHONE	9762139227	
SERV FRM FEB 14 - MAR 13	226.95	01590000-52230	TELEPHONE	9762139227	
SERV FRM FEB 14 - MAR 13	230.37	01652800-52230	TELEPHONE	9762139227	
SERV FRM FEB 14 - MAR 13	303.90	01662400-52230	TELEPHONE	9762139227	
SERV FRM FEB 14 - MAR 13	341.80	01620100-52230	TELEPHONE	9762139227	
SERV FRM FEB 14 - MAR 13	364.68	01664700-52230	TELEPHONE	9762139227	
SERV FRM FEB 14 - MAR 13	409.57	01670100-52230	TELEPHONE	9762139227	
SERV FRM FEB 14 - MAR 13	468.11	01660100-52230	TELEPHONE	9762139227	
SERV FRM FEB 14 - MAR 13	1,711.08	01662700-52230	TELEPHONE	9762139227	
	4,931.58				
WHEATON BANK AND TRUST					
WHEATON BANK FEES FEB/2016	363.24	04103100-52256	BANKING SERVICES	7509063 FEB/16	
WHEATON BANK FEES FEB/2016	363.24	04203100-52256	BANKING SERVICES	7509063 FEB/16	
WHEATON BANK FEES FEB/2016	1,218.48	01610100-52256	BANKING SERVICES	7509063 FEB/16	
	1,944.96				
WILDLAND MANAGEMENT INC					
PRESCRIBED BURNS	7,200.00	01620600-52272	PROPERTY MAINTENANCE	3-24-2016	
	7,200.00				

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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
WILLIAMS ASSOCIATES ARCHITECTS, LTD					
PLANNING SRV'S FOR FEB/2016	775.00	01680000-55487	FACILITY CAPITAL IMPROVEMENT	0016950	
	<u>775.00</u>				
ZONES INC					
SURFACE PRO	1,027.80	01652800-54413	COMPUTER EQUIPMENT		K02293640104
SURFACE PRO (12)	1,318.68	01652800-54413	COMPUTER EQUIPMENT		K02293640101
SURFACE PROS	3,283.80	01652800-54413	COMPUTER EQUIPMENT		K02293640102
SURFACE PROS	23,131.32	01652800-54413	COMPUTER EQUIPMENT		K02293640103
	<u>28,761.60</u>				
GRAND TOTAL	<u><u>\$666,763.96</u></u>				

The preceding list of bills payable totaling \$666,763.46 was reviewed and approved for payment.

Approved by:



Joseph Breinig – Village Manager

Date: 4/1/16

Authorized by:

Matt McCarthy – Mayor Pro Tem

Laura Czarnecki- Village Clerk

ADDENDUM WARRANTS
 March 22, 2016 thru April 4, 2016

Fund	Check #	Vendor	Description	Amount
General	A C H	Wheaton Bank & Trust	Payroll Mar 14, 2015 thru Mar 27, 2016	481,334.86
Water & Sewer	A C H	Wheaton Bank & Trust	Payroll Mar 14, 2015 thru Mar 27, 2016	<u>37,428.37</u>
				<u><u>518,763.23</u></u>

Approved this _____ day of _____, 2016

By: _____
 Matt McCarthy - Mayor Pro Tem

 Laura Czarnecki - Village Clerk